



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

Tuesday, March 20, 2018 @ 6:00 PM
COUNCIL CHAMBERS

[Back](#) [Print](#)

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide [Proclamation acknowledging the Read On Greater Surprise initiative.](#)

None
Mayor
Wolcott

E. City Manager Report:

F. City Attorney Report:

G. City Clerk Report:

District Citywide [Elections Update - CD 8 and May 15th Special Election](#)

None
Sherry Ann
Aguilar,
City Clerk

H. 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.

I. Regular City Council Meeting Agenda:

Consent Agenda:

- | | | | |
|----|-------------------|--|--|
| 1. | District 4 | <u>Consideration and action approving an Original Town Site Incentive program to pay for building permit, building plan review, and development impact fees for the expansion of the Grand Materials facility generally located southwest of the southwest corner of West Cottonwood and North Church Streets.</u> | None
Hobart Wingard -
Community Development |
| 2. | District Internal | <u>Consideration and action on an amendment to the fiscal year 2018 budgets by reallocating appropriations of \$31,000 from the Land Acquisition fund to the Park Operations Fund to close out the Donorma RV Park within the Original Townsite; Resolution #2018-43.</u> | None
Eric Fitzer -
Community Development |
| 3. | District 1 | <u>Consideration and action for the maintenance of the sewer improvements at Rancho Mercado Unit 1 Phase 1. Resolution # 2018-41.</u> | None
Karl Zook,
Public Works
Department |
| 4. | District 1 | <u>Consideration and action for the maintenance of the sewer improvements at Rancho Mercado Unit 1 Phase 2. Resolution # 2018-42.</u> | None
Karl Zook,
Public Works
Department |
| 5. | District Internal | <u>Consideration and action pertaining to an amendment of the Fiscal Year 2018 budget by reallocating appropriations of \$49,900 from contingency within the Grants Fund to the Neighborhood Revitalization Fund to increase program income spending authority within the Community Development Block Grant; Resolution # 2018-31.</u> | None
Seth Dyson,
Human Service &
Community Vitality |
| 6. | District Internal | <u>Consideration and action to approve February 6, 2018 Regular Work Session and Regular Council Meeting Minutes.</u> | None
Sherry Ann Aguilar, City Clerk |

Regular Agenda Item - Public Hearing:

- | | | | |
|----|-------------------|---|--|
| 7. | District Citywide | <u>Consideration and action on an amendment to the Community Development Block Grant Consolidated Plan 2015-19 Funding Priorities.</u> | None
Seth Dyson,
Human Service &
Community Vitality |
| 8. | District Citywide | <u>Consideration and action on an amendment to the funding priorities for the Community Development Block Grant Program Third Year Annual Action Plan for Year 2017-2018.</u> | None
Seth Dyson,
Human Service &
Community Vitality |
| 9. | District 1 | <u>Consideration and action regarding a 117-Lot Preliminary Plat for Rancho Del Rey, generally located north of the Happy Valley Road</u> | Approve
Robert |

alignment and east of the Bullard Avenue alignment.

Kuhfuss -
Community
Development

10. District 6 Consideration and action regarding a 776-Lot Preliminary Plat for Marley Park Phases 4 & 5, generally located south of Waddell Road and east of Bullard Avenue

Approve
Robert
Kuhfuss -
Community
Development

Regular Agenda Item - Non-Public Hearing:

11. District 6 FS17-601- Marley Park Phase 4 & 5 144 AVE MOD Final Plat Consideration and action regarding a Map of Dedication for 144th Drive and 145th Avenue in Marley Park Phase 4 & 5

Approve
Robert
Kuhfuss -
Community
Development

12. District 6 Consideration and action regarding a Map of Dedication for Old Oak Lane in Marley Park Phase 4 & 5 within the Marley Park PAD

Approve
Robert
Kuhfuss -
Community
Development

13. District 6 Consideration and action regarding a Map of Dedication for Sweetwater Avenue in Marley Park Phase 4 & 5 within the Marley Park PAD

Approve
Robert H.
Kufuss -
Community
Development

14. District Citywide Consideration and action to enter a lease agreement with Ottawa University allowing the University to lease approximately 14 acres of City-owned land for a term of 65 years at a market-rate rent and granting to Ottawa University 1) an option to lease additional City land totaling approximately 23 acres, and 2) an option to purchase any real property contained in the lease if certain conditions of the agreement are met by the University.

None
Kendra
Pettis

15. District 1 Presentation and discussion pertaining to the FY2018 Financial Status Report through December 2017.

None
Lindsey
Duncan,
Finance
Director

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. 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).

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

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

March 20, 2018 @ 6:00:00 PM

 [Back](#)  [Print](#)

Council Meeting Date: March 20, 2018

Contact Person:

Mayor Wolcott

Submitting Department:

District:

Citywide

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Proclamation acknowledging the Read On Greater Surprise initiative.

Motion:

No action.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

 [Back](#)  [Print](#)

Council Meeting Date: March 20, 2018

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Elections Update - CD 8 and May 15th Special Election

Motion:

No action - Report Only

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



ORIGINAL TOWN SITE INCENTIVE

REPORT TO THE CITY COUNCIL

Case: FS15-357

Project Name: Grand Materials Original Town Site Incentive (OTI)

Council District: 4 - Mulberry

City Council Date: March 20, 2018

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: GS Holdings, LLC

Applicant: GS Holdings, LLC

Request: The applicant is seeking a modification of incentives provided under the Municipal Code regarding the construction related to expansion of the existing facility into a headquarters for Grand Materials & Supply

Site Location: Generally located southwest of the southwest corner of West Cottonwood and North Church Streets within the Original Townsite

Site Size: Approximately 7.38 acres

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

Support/Opposition: No communication regarding support or opposition was received

Project Description:

The applicant was previously awarded \$67,600 in incentives provided under the Original Town Site Incentive (OTI) District program found in Section 109-48 of the Surprise Municipal Code ('the code'). This program includes the 100 percent waiver of building permit, building plan review, and City of Surprise development impact fees for projects located in the Original Town Site. The actual costs of the items were subsequently found to be \$78,300 leaving a difference of \$10,700. The funds for this difference will be allocated from the Economic Development contingency fund.

History:

December 12, 1960 - The subject parcel was part of the original incorporation of the Town of Surprise.

April 4, 2002 - An administrative site plan for Grand Materials was approved by the Community Development Director under Case SP02-233.

April 16, 2002 - The City Council approved the *Specific Plan for the Revitalization of the Original Town Site* under Case GPA02-082.

November 17, 2006 – A Site Plan Amendment was administratively approved by the Community Development Director under Case SPA06-418.

November 14, 2012 - A site plan amendment was administratively approved by the Community Development Director to add property to the Grand Materials site under Case FS11-346.

March 3, 2016 - The Planning and Zoning Commission approved a Conditional Use Permit (CUP) for the expansion of the Grand Materials & Supply facility under Case FS15-357, the subject case.

June 21, 2016 - The Mayor and City Council approved a Zoning Text Amendment for the Surprise Heritage District (SHO) under Case FS16-149.

August 1, 2017 - The Mayor and City Council approved an Original Townsite Incentive packet for the expansion of the Grand Materials project.

Summary:

This existing Grand Materials & Supply is located east of the Dysart Road and Grand Avenue intersection. The property has frontage onto Santa Fe Drive, Cottonwood, and Church Streets. This location is one of five (5) Grand Materials & Supply facilities across the valley. Because this site was selected to be the headquarters of the operation, the applicant proposes to provide improvements including a new structure that will serve as a contractor's show room, corporate facilities, and warehousing of small items.

Because project is zoned industrial and its site plan approved prior to the adoption of the *Specific Plan for the Revitalization of the Original Town Site*, the document allows for expansion of nonconforming facilities as long as the uses are brought into closer compliance with the plan. Staff recognizes the aesthetic upgrades, paving, and the introduction of a sales facility as a movement towards this goal.

The applicant was previously awarded \$67,600 in incentives provided under the Original Town Site Incentive (OTI) District program found in Section 109-48 of the code. This program includes the 100 percent waiver of building permit, building plan review, and City of Surprise development impact fees for projects located in the Original Town Site. The actual costs of the items were subsequently found to be \$78,300 leaving a difference of \$10,700. The funds for this difference will be allocated from the Economic Development contingency fund.

It is anticipated that the overall design elements of this facility will be another step towards the sites conformance to the code. Employment, as a result of this facility expansion, is anticipated to grow by approximately 25 jobs.

Findings:

- The proposed grant of incentives to Grand Materials is consistent with the Surprise General Plan 2035.
- The proposed grant of incentives to Grand Materials is consistent with the Surprise Municipal Code.
- The proposed grant of incentives to Grand Materials is consistent with the Specific Plan for the Revitalization of the Original Town Site

Attachments:

- 01 - Vicinity Maps
- 02 - Site Plan
- 03 - Rendering
- 04 - Cost Estimate
- 05 - Resolution
- 06 - PowerPoint



Bell Rd

Surprise
Center /
City Hall

Litchfield Rd

Greenway Rd

Grand Ave

West Point
Towne
Center

Dysart Rd

Maricopa
County

Original
Townsite

El Mirage Rd

City of El
Mirage

FS15-357
Grand
Materials

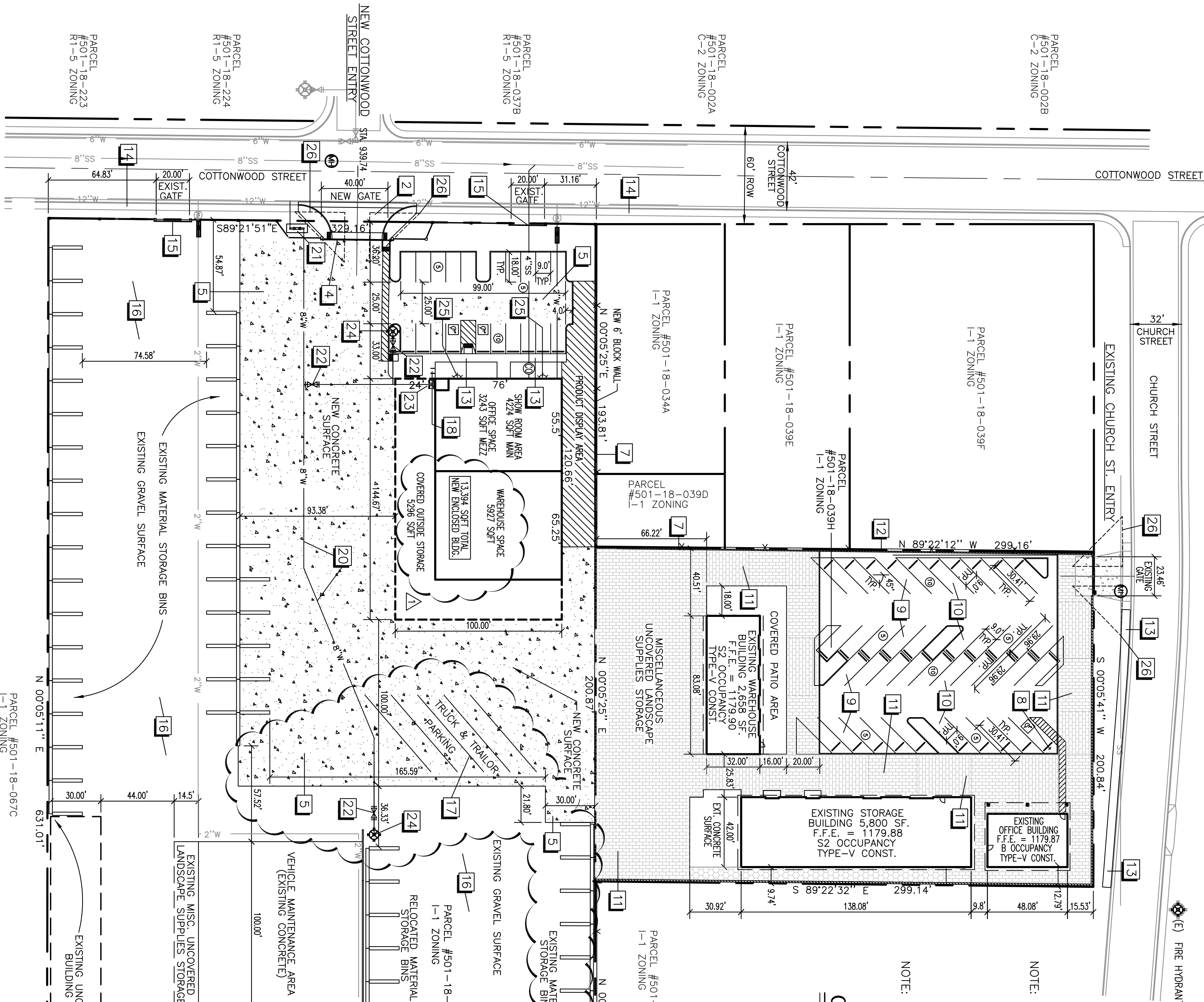
Site

Vicinity Map



PARCEL #501-18-068N
R-2 ZONING

PARCEL #501-18-068M
R-2 ZONING



OFF-STREET PARKING CALCULATIONS

BUILDING AREA	PARKING UNIT	SURPRISE PARKING STANDARD SEC. 125-249	PARKING REQUIRED	PARKING PROVIDED BOTB LOTS
NEW BUILDING:				
OFFICE SPACE	1 SP. PER 250 S.F.		13 SPACES	
SHOW ROOM	1 SP. PER 300 S.F.		11 SPACES	
WAREHOUSE	1 SP. PER 1,500 S.F.		3 SPACES	
EXISTING BUILDINGS:				
OFFICE SPACE	1 SP. PER 250 S.F.		7 SPACES	
STORAGE SPACE	1 SP. PER 1,500 S.F.		4 SPACES	
WAREHOUSE	1 SP. PER 1,500 S.F.		2 SPACES	
TOTAL PARKING			40 SPACES	60 SPACES
BICYCLE SPACES			2 SPACES	4 SPACES

SITE PLAN
OF
GRAND MATERIALS & SUPPLY

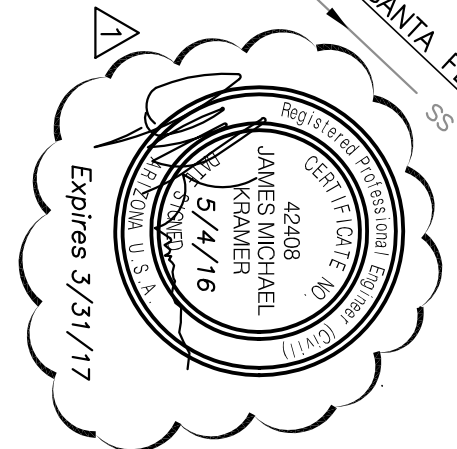
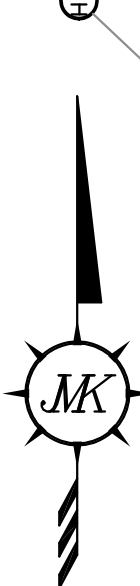
12912 W. Santa Fe Dr.
Surprise, AZ 85378

SP1.1 SITE PLAN
SP1.2 MANSARD ROOF DETAILS
L9.1 LANDSCAPE PLANS

SHEET INDEX

SCALE: 1"=40'

0 40 80 120 160



IBC 2009 Code Compliance Design Criteria
Use - NEW OFFICE/WAREHOUSE/SHOWROOM
Fire Sprinkled - FULLY SPRINKLED
Number of Stories - TWO
Building Height - 26' 8"
Building Footprint - 28,872 S.F.
Construction Type - VB
Allowable Area - 9,000sf/13,500sf/9,000sf
Area Increase Adj. - N/A
Area Increase Adj. - 100 [F/P - 25] w/30
Area Increase Adj. - 9,000sf/13,500sf/9,000sf
Adjusted Allowable Area - 18,000sf/22,000sf/18,000sf
Adjusted Allowable Area - 18,000sf/22,000sf/18,000sf
Occupant Load - 33/6/108

NOTE: ALL EXISTING WALL AND FENCES TO REMAIN AS IS. THE NEW GATE ENTRANCE ON COTTONWOOD STREET WILL BE BUILT TO MATCH THE EXISTING FENCE AND WALL SYSTEM THAT'S IN PLACE. THE NEW GATE ENTRANCE OFF SANTA FE WILL BE BUILT TO MATCH THE EXISTING FENCE AND WALL SYSTEM THERE. THE ONLY LOCATION IN WHICH NEW CMU WALLS ARE TO BE BUILT IS THE NORTH PROPERTY LINE OF PARCEL 501-18-039H AND FROM THE WEST END OF THAT PROPERTY LINE NORTH TO COTTONWOOD STREET.

NOTE: THE AREAS NOTED AS PAVERS (11) ARE TO BE VARIOUS SELECTED VARIETIES IN SECTIONS SIMILAR TO THOSE INDICATED ON THIS PLAN, AS SAMPLE DISPLAYS FOR CUSTOMERS TO SEE.

OWNER/DEVELOPER

GS Holdings LLC
12912 W. Santa Fe Dr.
Surprise, AZ 85378

ENGINEER

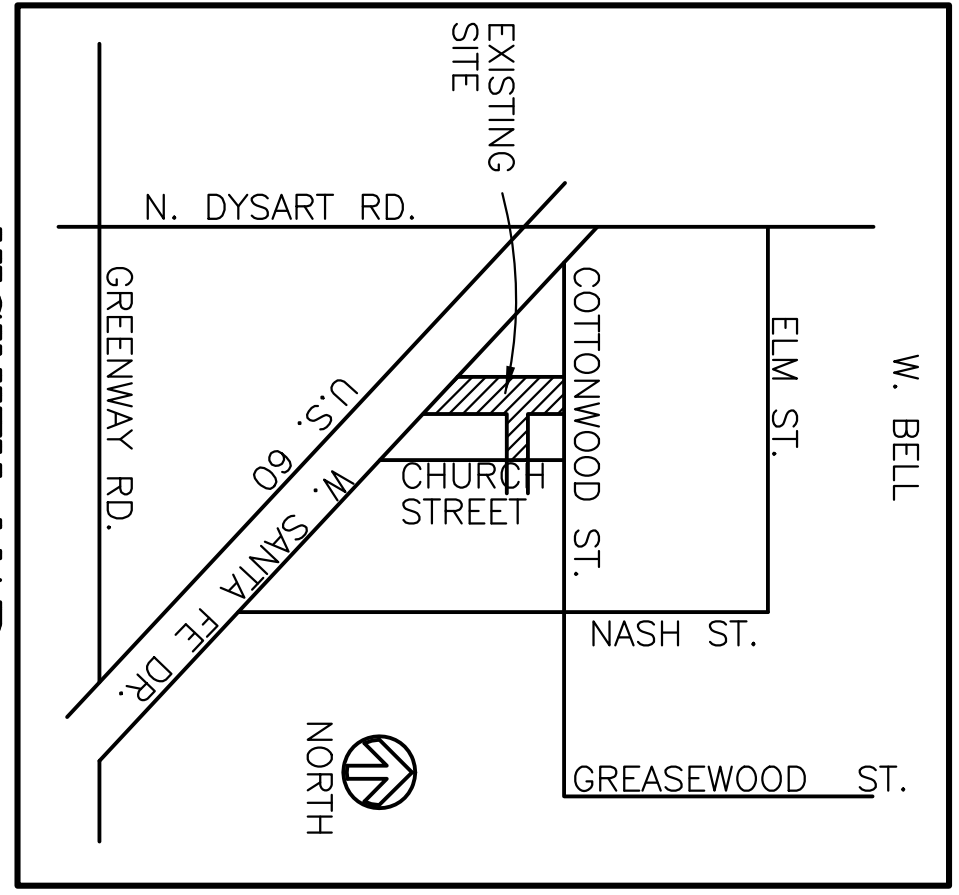
JMK & ASSOCIATES
14521 N. 161st AVE.
Surprise, AZ 85374

NOTE: FEMA HAS NOT ESTABLISHED A 100 YEAR HIGH WATER ELEVATION AT THIS LOCATION.

CONSTRUCTION NOTES

1. CONSTRUCT NEW RUMBLE STRIP FOR TRUCK EXITS
2. SEE DETAIL J/C3.5
3. CONSTRUCT NEW RETIEN TYPE DRAINWAY WITH ATTACHED SIDEWALK AS PER COS. DTL No. 3-09
4. REBUILD RETURN TYPE DRAINWAY WITH ATTACHED SIDEWALK AS PER COS. DTL No. 3-09
5. PROPOSED MOTOR OPERATED FENCE GATE.
6. CONSTRUCT NEW CONCRETE DRIVE WAYS 6" THICK CONCRETE WITH AN 8" BASE AS PER THE SOILS REPORT.
7. RELOCATE EXISTING TRUCK SCALES AND BUILD PROPOSED ENCLOSURE AS PER MANDATORY DETAILS.
8. CONSTRUCT NEW 8" CMU PRIVACY WALL 6'-5" TALL
9. ADA HANDICAP PARKING SIGN AS PER CODE
10. TYPICAL PARKING SPACES 9'x18' WITH WHEEL CHOCKS AS INDICATED. (PAINTED ON COMPACTED CHIPPED ASPHALT.)
11. PROPOSED CHIPPED ASPHALT SURFACE 4" DEEP
12. PROPOSED PAVERS TO BE INSTALLED
13. CONSTRUCT NEW 4" CMU BARRIER WALL 3'-4" TALL
14. PROPOSED 5" WIDE SIDEWALK AS PER M.A.S. DETAIL 220
15. EXISTING 5" WIDE SIDEWALK
16. EXISTING GATES TO BE INOPERABLE. THE GATES ARE OF SAME MATERIAL ADJACENT TO THEM AND WILL REMAIN.
17. EXISTING GRAVEL DRIVES ACCESS TO REMAIN
18. PROPOSED TRUCK & TRAILOR PARKING FOR CUSTOMERS
19. PROPOSED PARTIAL MANSARD ROOF STRUCTURE
20. PROPOSED WATER LINES
21. PROPOSED 8" BACKFLOW PREVENTER
22. PROPOSED WATER LINE VALVES
23. PROPOSED F.D.C.
24. PROPOSED FIRE HYDRANTS
25. WALL PACK LIGHTS (BUILDING MOUNT BLK BY PHILIPS)
26. SIGN TRIANGLE AS PER COS DTL 4-02 (PLANTS CUT TO 30" IN HEIGHT)

VICINITY MAP



LEGEND

- | | |
|-----------|---|
| 5 | CONSTRUCTION NOTE |
| [Pattern] | AREAS OF NEW PAVES WITH ASSORTED COLORS AND TYPES (FOR SALES DISPLAY) |
| [Pattern] | AREAS OF RIP RAP RIVER ROCK |
| [Symbol] | 8" PROPOSED BACKFLOW PREVENTER |
| [Symbol] | WATER BACKFLOW PREVENTOR |
| [Symbol] | EXISTING WATER METER |
| [Symbol] | PROPOSED WATER LINE VALVES |
| [Symbol] | 2" WATER SERVICE LINE |
| [Symbol] | PROPOSED WATER LINES |
| [Symbol] | EXISTING 6" WATER LINE |
| [Symbol] | EXISTING 12" WATER LINE |
| [Symbol] | 4" SANITARY SEWER LATERAL |
| [Symbol] | EXISTING 8" SANITARY SEWER MANHOLE |
| [Symbol] | SANITARY SEWER LATERAL CLEAN OUT |
| [Symbol] | SANITARY SEWER FLOW DIRECTION |
| [Symbol] | PROPOSED FIRE HYDRANTS |
| [Symbol] | F.D.C. FIRE DEPARTMENT CONNECTION |
| [Symbol] | WALL PACK LIGHT |
| (3) | NUMBER OF PARKING SPACES IN A LOCATION |
| (E) | EXISTING |
| (N) | NEW |

RECORD OWNER

APN 501-18-065 &
APN 501-18-039H
GS Holdings LLC
12912 W. Santa Fe Dr.
Surprise, AZ 85378

TOTAL AREA

318,230.88 sqft
7,305 ac.

BASIS OF BEARING

S89°49'03"E ALONG THE MONUMENT LINE OF BELL ROAD AS MEASURED BETWEEN MONUMENTS NUMBERED #2 AND #4. SHOWN HERON AND DESCRIBED UNDER MONUMENT NOTES.

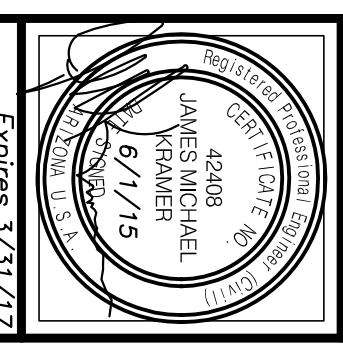
BENCHMARK

NOS POINT DESIGNATION
"46A2" "PID" AJ3856
ELEVATION=1166.16 (NAVD 88)

LEGAL DESCRIPTION

APN-501-18-065
DOCUMENT #2002-0565939, M.C.R.
ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; LYING NORTHEASTERLY OF, AND ADJACENT TO, A LINE PARALLEL TO AND A DISTANCE OF 160 FEET NORTHEASTERLY FROM THE CENTER LINE OF THE SANTA FE RAILROAD RIGHT-OF-WAY. EXCEPT ANY PORTION LYING WITHIN THE NORTH 30 FEET THEREOF.
AND
APN-501-18-039H
THE NORTH HALF OF THE FOLLOWING:
THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; LYING NORTHEASTERLY OF, AND ADJACENT TO, A LINE PARALLEL TO AND A DISTANCE OF 160 FEET NORTHEASTERLY FROM THE CENTER LINE OF THE SANTA FE RAILROAD RIGHT-OF-WAY. EXCEPT THE EAST 30.00 FEET; AND EXCEPT THE SOUTH 40.00 FEET.

REVISIONS	BY
RESUBMITTAL	JMK
1/22/16	
RESUBMITTAL	JMK
9/26/16	
REVISION	JMK
5/4/16	



GRAND MATERIALS & SUPPLY
12912 W. Santa Fe Dr.
Surprise, AZ 85378

SITE PLAN
GRAND MATERIALS & SUPPLY

JMK & ASSOCIATES, Inc.
15421 N. 161st Ave.
Surprise, Arizona 85374
(623) 251-5148

Drawn: JMK
Sheet: SP1.1



GRAND
MATERIALS & SUPPLY

INVOICE



ISSUE DATE: 11/21/2017

NAME: VERTICAL BUILD LLC

ADDRESS: 16416 N 92 ST, SUITE 100, SCOTTSDALE AZ, 85260

PHONE NUMBER: 480 2752371

INVOICE NUMBER: 242-212-17-6243

PERMIT NUMBER: 2017000593

PROGRAM CODE: 2999

FEE	AMOUNT
EG0014 - PERMIT	\$5,471.64
EG0043 - FIRE/EMS	\$16,765.53
EG0044 - FIRE/EMS	\$14,415.40
EG0069 - GENERAL GOVERNMENT	\$13,693.70
EG0090 - LANDSCAPE PERMIT	\$95.76
EG0091 - LANDSCAPE PLAN REVIEW	\$42.72
EG0101 - PLAN REVIEW	\$3,886.57
EG0103 - POLICE	\$12,749.95
EG0174 - WASTEWATER	\$10,884.00
TOTAL	\$78,005.27

INVOICE



ISSUE DATE: 11/21/2017

NAME: VERTICAL BUILD LLC

ADDRESS: 16416 N 92 ST, SUITE 100, SCOTTSDALE AZ, 85260

PHONE NUMBER: 480 2752371

INVOICE NUMBER: 242-212-17-6250

PERMIT NUMBER: 2017000612

PROGRAM CODE:

FEE	AMOUNT
EG0023 - ADMIN	\$140.00
EG0090 - LANDSCAPE PERMIT	\$ 95.76
EG0091 - LANDSCAPE PLAN REVIEW	\$ 42.72
TOTAL	\$278.48

INVOICE



ISSUE DATE: 11/21/2017

NAME: VERTICAL BUILD LLC

ADDRESS: 16416 N 92 ST, SUITE 100, SCOTTSDALE AZ, 85260

PHONE NUMBER: 480 2752371

INVOICE NUMBER: 242-212-17-6250

PERMIT NUMBER: 2017000612

PROGRAM CODE:

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EG0103 - POLICE	\$12,749.95
EG0174 - WASTEWATER	\$10,884.00
TOTAL	\$78,005.27

RESOLUTION # 2018-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING ADDITIONAL INCENTIVE AMOUNT TO GRAND MATERIALS DEVELOPMENT UNDER THE ORIGINAL TOWN SITE INCENTIVE PROGRAM AND AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$10,700 FROM THE ECONOMIC DEVELOPMENT CONTINGENCY FUND TO THE ORIGINAL TOWN SITE INCENTIVE PROGRAM.

WHEREAS, the City of Surprise Municipal Code §109-47 created an infill incentive district for the Original Town Site bounded by Bell Road to the north, El Mirage Road to the east, Greenway Road to the south and Dysart Road to the west;

WHEREAS, the City of Surprise Municipal Code §109-48 allows qualifying development in the Original Town Site infill incentive district to receive a 100 percent waiver of building permit, building plan review, and development impact fees;

WHEREAS, Grand Materials is a nonresidential development seeking to develop and expand upon properties within the Original Town Site infill incentive district, generally located southwest of the southwest corner of West Cottonwood and North Church Streets;

WHEREAS, Grand Materials is a qualifying development and has applied for incentives in conformance with Municipal Code §109-48;

WHEREAS, on August 1, 2017, under Resolution 2017-82, the Mayor and City Council approved a \$67,600 Original Townsite Incentive for an expansion project at Grand Materials;

WHEREAS, actual costs of building permit, building plan review, and City of Surprise Development Impact fees exceeded the budgeted amount of \$67,600 by \$10,700;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

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 Original Town Site infill district incentive additional amount of \$10,700 is hereby awarded to Grand Materials (FS15-357), including the waiver of 100 percent of building permit, building plan review, and development impact fees.

Section 2. That the City Manager, or his designee, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

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, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-22
Exhibit A

The FY2018 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund	Department	Project/Category	<u>Rev/</u> <u>Exp</u>	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	General Operations	Contingency	E	877,400	(10,700)	866,700
General Fund	General Operations	Services	E	5,298,900	10,700	5,309,600
Expense Total				6,176,300	-	6,176,300

The fund changes are as follows:

The amendment utilizes Economic Development contingency in the amount of \$10,700 and reallocates this amount to the Original Town Site Incentive Program within the General Fund to pay.



GRAND MATERIALS OTI INCENTIVE MODIFICATION

Mayor and City Council
March 20, 2018



Bell Rd

**Surprise
Center /
City Hall**

Litchfield Rd

Greenway Rd

Grand Ave

**West Point
Towne
Center**

Dysart Rd

**Maricopa
County**

**Original
Townsite**



Site

El Mirage Rd

**City of El
Mirage**

**FS15-357
Grand
Materials**

Vicinity Map



Original
Townsite

FS15-357
Grand
Materials

Cottonwood St

Site

Grand Ave

Santa Fe Dr

Dysart Rd

West
Point
Towne
Center

Vicinity Map



City of Surprise

FS15-357
Grand
Materials

Specific Plan for the Revitalization of the Original Townsite

Prepared for the City by:

Community Sciences Corporation
3900 East Camelback Road, Suite 611
Phoenix, AZ 85018



FS15-357

Grand Materials

Nonconforming Conditions -- The Original Townsite community has a strong interest in seeing that nonconforming uses and structures are brought into closer compatibility with standards, regulations and codes as soon as is practicable. Accommodation is made so as to encourage property improvements. Conditional use approval may be considered, notwithstanding other non-conforming use restrictions, for projects intended to alleviate existing, detrimental circumstances by changing to a less intense use, substantially reducing structural or siting nonconformity, and reducing negative visual or environmental impacts. Any nonconforming use lawfully existing prior to the adoption of the Original Townsite Design Overlay District may continue until such time that the use has been discontinued for a period of 90 consecutive days. No nonconforming use can be expanded, intensified, or changed to another nonconforming use without special conditional use approval. Otherwise, any lawfully existing nonconforming use that is changed must conform to the underlying zoning requirements and the requirements of the Townsite District's Development and Design Standards.

City of Surprise Original Townsite Revitalization Plan

COTTONWOOD STREET

EXISTING CHURCH ST. ENTRY

PARCEL
#501-18-002B

PARCEL
#501-18-002A
0.2700 AC

PARCEL
#501-18-037B
B1 & TOWN

PARCEL
5501-18-224
B1-E, 301110

PARCEL
#501-18-223
R1-5 ZONING

ALL EXISTING WALL AND FENCES TO REMAIN AS IS, THE NEW GATE ENTRANCE ON COTTONWOOD STREET WILL BE BUILT TO MATCH THE EXISTING FENCE AND WALL SYSTEM THAT'S IN PLACE, THE NEW GATE ENTRANCE OFF SANTA FE WILL BE BUILT TO MATCH THE EXISTING FENCE AND WALL SYSTEM THERE. THE ONLY LOCATION IN WHICH NEW CMU WALLS ARE TO BE BUILT IS THE NORTH PROPERTY LINE OF PARCEL 501-18-039H AND FROM THE WEST END OF THAT PROPERTY LINE NORTH TO COTTONWOOD STREET.

NOTE: THE AREAS NOTED AS PAVERS (11) ARE TO BE VARIOUS SELECTED VARIETIES IN SECTIONS SIMILAR TO THOSE INDICATED ON THIS PLAN, AS SAMPLE DISPLAYS FOR CUSTOMERS TO SEE.

OWNER/DEVELOPER

GS Holdings LLC
12912 W. Santa Fe Dr.
Surprise, AZ 85378

ENGINEER

JMK & ASSOCIATES
14521 N. 161ST AVE
Surprise, AZ 85374

NOTE: FEMA HAS NOT ESTABLISHED A 100 YEAR HIGH WATER ELEVATION AT THIS LOCATION.

27. CONSTRUCT NEW RETURN TYPE DRAINWAY WITH ATTACHED DRAINAGE AS PER C.O.S. (ITL No. 3-0)
28. REPAIR RETURN TYPE DRAINWAY WITH ATTACHED DRAINAGE AS PER C.O.S. (ITL No. 3-0)
29. PROPOSED MOUNT OPERATED PEST GATE.
30. CONSTRUCT NEW CONCRET DRIVEWAYS AND TRAIL CONCRET DRIVEWAYS AS PER C.O.S. (ITL No. 3-0)
31. RELOCATE EXISTING TRUCK SCALE AND IT'S FOUND PROPOSED EXCLUSIVE AS PER MANUFACTURERS DETAILS.
32. CONSTRUCT NEW 4" QWV PAVEMENT 6'-0" TALL
33. MAN HANDED PARKING SIGN AS PER CODE
34. TRUCK PARKING SIGNAGE WITH WHEEL CHOCKS AS INDICATED (AS PER C.O.S. OR COMPACTED GRAVEL ASPHALT)
35. PROPOSED EXISTING ASPHALT SURFACE 4' DEEP
36. PROPOSED PAVEMENT TO BE INSTALLED
37. CONSTRUCT NEW 4" QWV BARRIED WALL 3'-0" TALL
38. PROPOSED 3" WIDE SIDEWALK AS PER M.A.G. DETAIL 230
39. EXISTING 3" WIDE SIDEWALK
40. EXISTING GATES TO BE IMPROVED, THE GATES ARE OF QWV AND STEEL TO BE WELDED TO THE WALL AND REMAIN.
41. EXISTING GRAVE, CHAINS, CHAINS TO REMAIN
42. PROPOSED TRUCK & TRAILER PARKING FOR CUSTOMERS
43. RECYCLE PARKING RAILS
44. PROPOSED PARTIAL MANGROVE ROOF STRUCTURE
45. PROPOSED WATER LINES
46. PROPOSED 1" BATHROOM PREVENTER
47. PROPOSED WATER LINE VALVES
48. PROPOSED F.D.C.
49. PROPOSED FIRE HYDRANTS
50. WALL PLACES LIGHTS (EXISTING WALLS BUILT BY PHILIPS)
51. WALL TRAILING AS PER C.O.S. (ITL No. 3-0)
52. WALL TRAILING AS PER C.O.S. (ITL No. 3-0)

25 WALL PACK LIGHTS (BUILDING MOUNT BLB) BY PHILIPS

26 SIGHT TRIANGLE AS PER COS DB. 4-02.
(PLANTS CUT TO 30" IN HEIGHT)

302.00'

6.00'

RETENTION BASIN

LARGE LANDSCAPE BOULDER STORAGE

Dr

SA

Fe
JULY
SANTA E
ENTRANCE

2012

Basis of B

S89°49'03"E ALONG THE MON
BELL ROAD AS MEASURED BE

NUMBERED #2 AND #4. SHO
DESCRIBED UNDER MONUMEN

BENGHMA

40408
DE MICHAEL
CHAMBER
4/10/10

ELEVATION=1166.16 (M)

APN-501-18-065

FS15-357

Grand Materials

Site Plan

[illegible]

BASIS OF BEARING

S89°49'03"E ALONG THE MONUMENT LINE OF
BELL ROAD AS MEASURED BETWEEN MONUME
NUMBERED #2 AND #4. SHOWN HERON AN
DESCRIBED UNDER MONUMENT NOTES.

BENCHMARK

NGS POINT DESIGNATION
"4GA2" "PID" AJ3856
ELEVATION=1166.16 (NAVD 88)

LEGAL I

APN-501-18-065



PARCEL 501-18-057C

Site Plan



Rendering

FS15-357
Grand
Materials



Site Plan



FS15-357
Grand
Materials

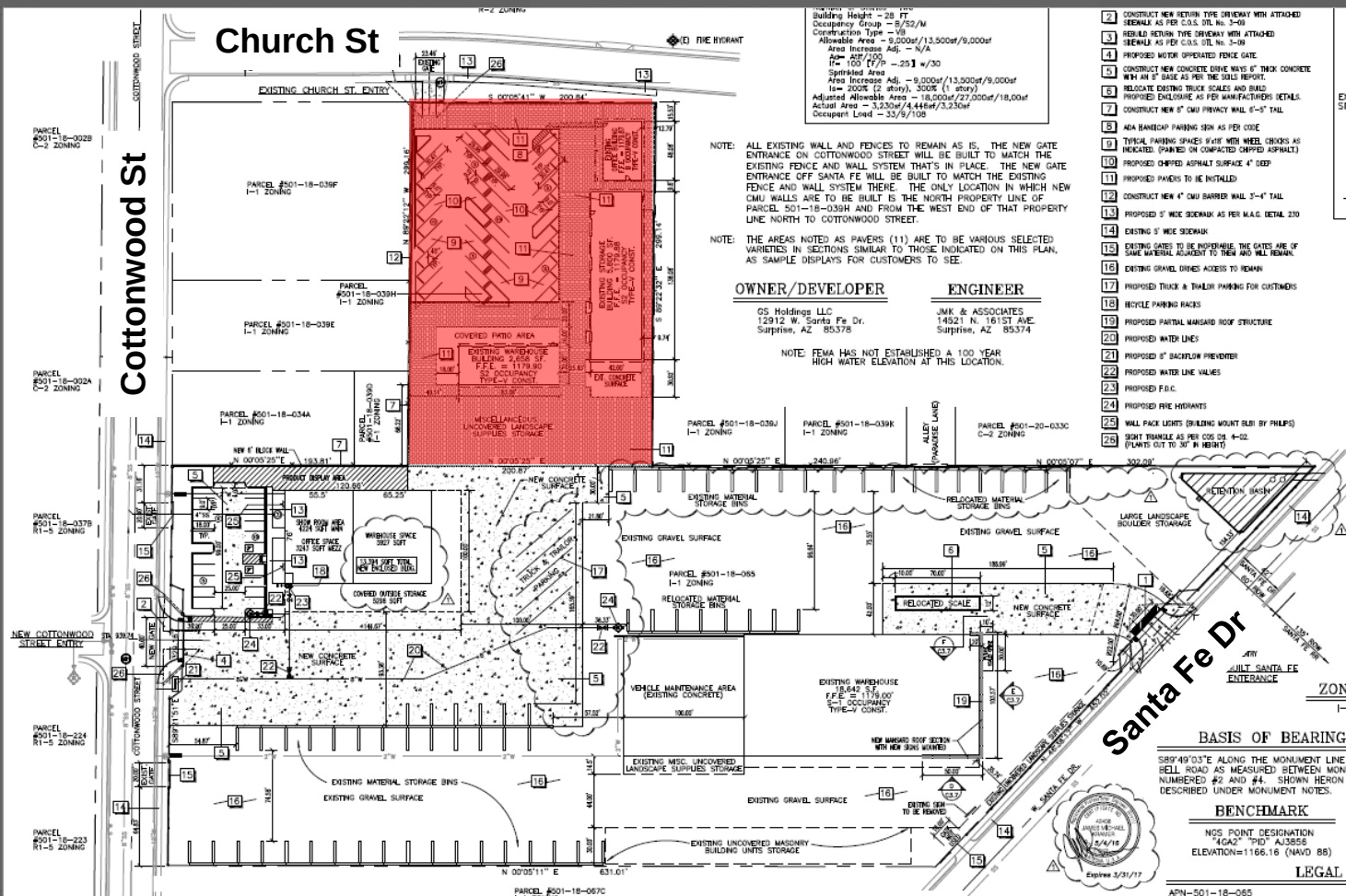


FS15-357
Grand
Materials



Site Plan

FS15-357 Grand Materials



Landscape



FS15-357 Grand Materials

Landscaping

LANDSCAPING NOTES

1. ALL PLANTING BEDS SHALL BE CONSTRUCTED WITH WEED BARRIER FABRIC & TOP DRESSED WITH A MINIMUM 2 INCHES DEPTH OF REDDLE ROCK MULCH.
2. AMING & TALL MINIMUM 8 INCH DEPTH ALL SOILS WHERE PLANTS ARE TO BE PLANTED. THESE AREAS SHALL RECEIVE A MINIMUM 4 INCHES THICK LAYER OF 100% COMPOSTED ORGANIC MATERIAL.
3. IRRIGATION SYSTEMS SHALL NOT BE RESPONSIBLE FOR THE WEAR, METHOD OF MAINTENANCE OF CONSTRUCTION OR SAFETY PROCEEDING CHOSEN BY ANY CONTRACTORS.
4. ALL LANDSCAPED AREAS TO BE PROVIDED WITH IRRIGATION SYSTEM DESIGNED BY THE SELECTED LANDSCAPE CONTRACTOR.
5. RECYCLED WATER FOR IRRIGATION SYSTEM NOT AVAILABLE FOR THIS SITE. POTABLE WATER TO BE USED FOR LANDSCAPE PURPOSES.
6. PURCHASE TIME SHALL BE USED FOR ALL IRRIGATION SYSTEM COMPONENTS.
7. DUE TO THE USE OF WETTED DOMESTIC WATER FOR IRRIGATION, THE IRRIGATION SYSTEM SHALL BE SET TO IRRIGATE DURING THE OFF (EVENING) HOURS.

CONSTRUCTION NOTES

1. CONSTRUCT NEW RUMBLE STRIP FOR TRUCK CLOTS. SEE DETAIL J103.
2. CONSTRUCT NEW RETAINING WALL WITH ATTACHED SIDEWALK AS PER CIVIL DRAWING NO. 15-00.
3. REBAR AS PER THE DRAWING WITH ATTACHED SIDEWALK AS PER CIVIL DRAWING NO. 15-00.
4. PROVIDE WATER OPERATED FENCE GATE.
5. CONSTRUCT NEW CONCRETE DRIVE WAY IF THEIR CONCRETE NEW IN 15' SHALL AS PER THE DETAIL REPORT.
6. CONSTRUCT NEW 4" DIA. PRECAST WALL 4'-0" TALL AS PER DETAIL DRAWING NO. A-107.
7. TYPICAL FENCING SHALL BE WITH WOOD. COLORS AS INDICATED. (PAINTED ON COMPACTED UNFILLED FILL).
8. PROVIDE COMPACT ASPHALT SURFACE 4" DEEP.
9. PROVIDE FINISH TO BE INSTALLED.
10. CONSTRUCT NEW 4" DIA. BARBER WALL 3'-0" TALL AS PER DETAIL DRAWING NO. B-107.
11. PROVIDE 5' WIDE SIDEWALK AS PER W.A.S. DETAIL 230.
12. DETAILING 5' WIDE SIDEWALK.
13. EXISTING GATES TO BE IMPROVED. THE GATES ARE OF 1/2" DIA. METAL ADJUST TO THIS AND WALL REMAIN.
14. SET TRUNKS AS PER CIVIL NO. A-107. (PLANTS & BOLLARDS NOT OVER 2' IN HEIGHT).

B PLANTING GUIDE/LEGEND

15 SYMBOL/PLANT TYPE/DENUS NAME	SIZE	NUMBER
TREES		
SHAW HILL BLUE OLEA EUROPEA	24" BOX	18
ORNAMENTAL GRASSES/SHRUBS	SIZE	NUMBER
OLEANDER	5 GAL.	64
ROCK BOLLARDS (ASSORTED SIZES)		4
DECORATIVE LANDSCAPE ROCK AS GROUND COVER SHALL BE INSTALLED AT ALL PLANTING AREAS.		
STREET SCAPE REQUIREMENTS		
15-24" BOX TREES ARE REQUIRED/18 ARE PROVIDED		
65-80 GAL. SHRUBS ARE REQUIRED/64 ARE PROVIDED (OLEANDER SHRUBS ALREADY EXISTING)		

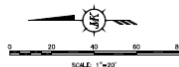
C PLANTING GUIDE/LEGEND

15 SYMBOL/PLANT TYPE/DENUS NAME	SIZE	NUMBER
TREES		
REBENT WILLOW OLEOIDEA LINEANA	24" BOX	7
ORNAMENTAL GRASSES/SHRUBS	SIZE	NUMBER
OLEANDER	5 GAL.	21
TEXAS RANGER SILVERLEAF LEUCOPHYLLUM PROSTRANS	5 GAL.	21
ROCK BOLLARDS (ASSORTED SIZES)		4
DECORATIVE LANDSCAPE ROCK AS GROUND COVER SHALL BE INSTALLED AT ALL PLANTING AREAS.		
STREET SCAPE REQUIREMENTS		
7-24" BOX TREES ARE REQUIRED/7 ARE PROVIDED		
28-50 GAL. SHRUBS ARE REQUIRED/28 ARE PROVIDED		

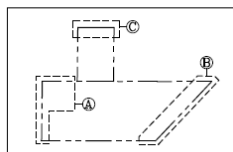
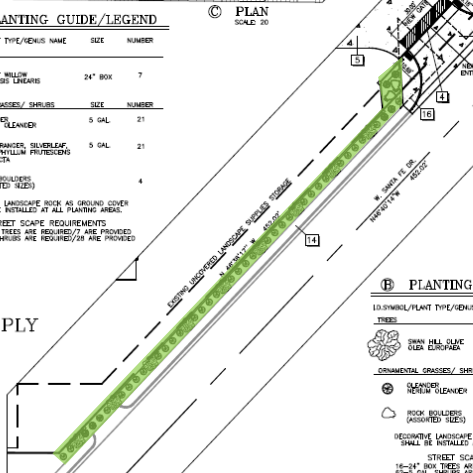
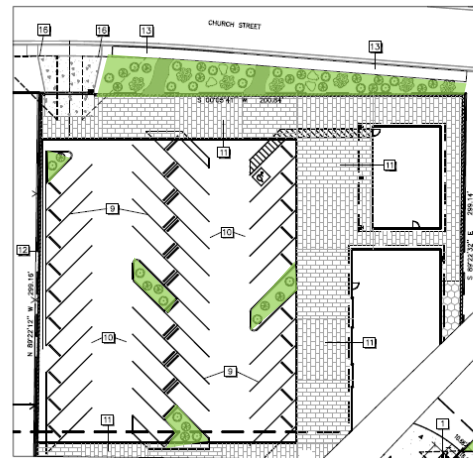
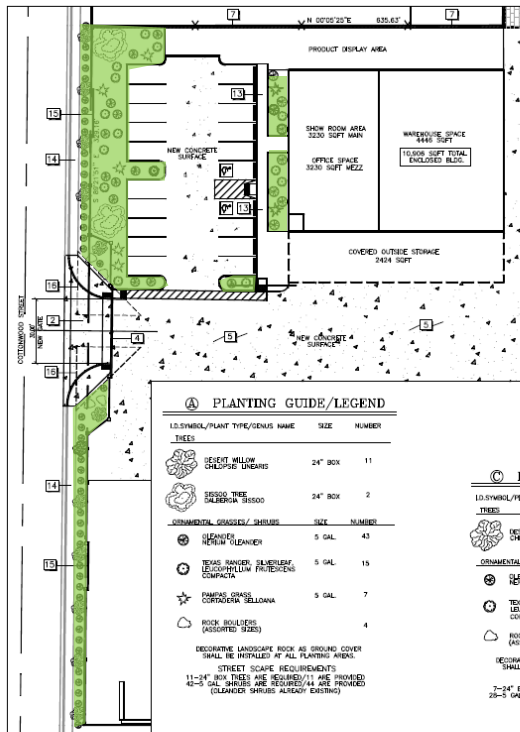
A PLANTING GUIDE/LEGEND

15 SYMBOL/PLANT TYPE/DENUS NAME	SIZE	NUMBER
TREES		
REBENT WILLOW OLEOIDEA LINEANA	24" BOX	11
SEBOLD TREE CALAMAGROIDEA	24" BOX	2
ORNAMENTAL GRASSES/SHRUBS	SIZE	NUMBER
OLEANDER	5 GAL.	43
TEXAS RANGER SILVERLEAF LEUCOPHYLLUM PROSTRANS	5 GAL.	15
TEXAS RANGER SILVERLEAF LEUCOPHYLLUM PROSTRANS	5 GAL.	7
ROCK BOLLARDS (ASSORTED SIZES)		4
DECORATIVE LANDSCAPE ROCK AS GROUND COVER SHALL BE INSTALLED AT ALL PLANTING AREAS.		
STREET SCAPE REQUIREMENTS		
11-24" BOX TREES ARE REQUIRED/11 ARE PROVIDED		
45-50 GAL. SHRUBS ARE REQUIRED/45 ARE PROVIDED (OLEANDER SHRUBS ALREADY EXISTING)		

LANDSCAPE PLAN OF GRAND MATERIALS & SUPPLY 12912 W. Santa Fe Dr. Surprise, AZ 85378



SITE KEY



Section 109-48. – Original Town Site Infill Incentive District

The district is established pursuant to the authority granted in A.R.S. § 9-499.10(A).

New or Expanding Qualifying Commercial Developments Within the Original Town Site Infill District Shall Receive a 100-Percent Waiver of Building Permit, Building Plan Review, and City of Surprise Development Impact Fees.

(Code 2007, § 15.10.060; Ord. No. 2016-14, § 2(Exh. B), 6-21-16)

Proposed Costs

Project Valuation

\$1,346,642.73

Proposed Costs

Proposed Costs

Project Valuation

\$1,346,642.73

Building Plan, Plan Review, and
Development Impact Fees

\$78,283.75

Proposed Costs

Proposed Costs

Project Valuation

\$1,346,642.73

Building Plan, Plan Review, and
Development Impact Fees

\$78,283.75

Previous Award

\$67,600.00

Proposed Costs

Proposed Costs

Project Valuation

\$1,346,642.73

Building Plan, Plan Review, and
Development Impact Fees

\$78,283.75

Previous Award

\$67,600.00

Difference

\$10,683.75

Proposed Costs

Proposed Costs

Project Valuation

\$1,346,642.73

Building Plan, Plan Review, and
Development Impact Fees

\$78,283.75

Previous Award

\$67,600.00

Difference

\$10,683.75

Request

\$10,700.00

Proposed Costs



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Eric Fitzer - Community Development
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on an amendment to the fiscal year 2018 budgets by reallocating appropriations of \$31,000 from the Land Acquisition fund to the Park Operations Fund to close out the Donorma RV Park within the Original Townsite; Resolution #2018-43.

Motion:

I move to approve Resolution # 2018-43.

Background:

On March 31st, 2017, the City of Surprise purchased the Donorma RV park within the Original Town Site. As part of the purchase, the City took on permanent residents that had been living at the RV park for a number of years. If federal funds were to be used to construct or build facilities on the property purchased by the City, the inclusion of any federal funding would fall under the Uniform Act. The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.

After the purchase, the City allocated \$55,000 for closing costs associated with the closing of the property purchase.

Upon further meetings with the residents, many did not have the means to pay both rent and moving costs. As such in accordance with the Uniform Act, the City picked up qualified costs associated with moving expenses for residents. The City qualified the moving expenses through receipts, invoices and purchases of adequate comparable sanitary safe housing.

The City allocated an additional \$35,000 to go towards moving expense and an additional \$60,000 to go towards clearing the property.

The City Council has identified the Surprise Heritage District as an important area to the City's heritage and as such to place strategic city investments in.

Objective Analysis:

Potential Positive Impacts Include: Finalizing necessary close out expenses for the RV Park and clearing of the land which will allow for the City to move forward with future planning of the City services in the Original Townsite.

Potential Negative Impacts: Increasing expenses for the City to pay for final expenses and clearing of purchased land.

Policy Compliant:

The action is policy compliant in that the Council has determined that development in the OTS is a priority.

Financial Impact:

Additional funds are necessary to pay for final moving expenses, and clearing the land for future uses. The City has allocated \$90,000 towards project N42010 and needs an additional \$23,500. \$7,500 is also needed for P42011 to clear the land. These appropriations will come from P42010, a project set aside for land purchase.

Budget Impact:

The amendment reallocates appropriations in the amount of \$31,000 from P42010 General Capital Fund/OTS Land Acquisition, \$23,500 to N42010 for Close Out of Donorma RV Park Property, and \$7,500 to P42011 for Land Improvements to get the land ready for future uses.

FTE Impact:

This item will not generate a need for any new FTEs

ATTACHMENTS:

Click to download

☐ [Resolution 2018-43 Budget Amendment for OTS Close Out](#)

RESOLUTION # 2018-43

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FY 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$31,000 FROM THE GENERAL CAPITAL OTS LAND ACQUISITION FUND #P42010 WITHIN THE GRANTS FUND AS FOLLOWS: \$7,500 TO THE LAND IMPROVEMENTS FUND #P42011 TO FACILITATE DEMOLITION AND \$23,500 RV PARK OPERATIONS FUND #N42010.

WHEREAS, Resolution #2017-22 was adopted on February 21, 2017, allowing the purchase of 5.84 acres of real property within the Original Town site located at 15627 North Nash Street, Surprise, Arizona, DoNorma RV Park;

WHEREAS, Resolution #2017-75 was adopted on June 20, 2017, appropriating the movement of spending authority between projects to support payment of moving and related expenses;

WHEREAS, Resolution #2017-122 was adopted on October 17, 2017, appropriating the movement of spending authority between projects to support payment of additional moving and related expenses;

WHEREAS, Title 49 Part 24 of the Code of Federal Regulations states that the Agency (the City) that displaces a tenant is required to pay for reasonable moving and related expenses;

WHEREAS, there are appropriations within the OTS Land Acquisition within the General Capital Fund in the amount of \$578,700;

WHEREAS, funds have been exhausted in project N42010 and \$23,500 is necessary to complete the close out of the RV Park, appropriations from OTS Land Acquisition within the General Capital Fund in the amount of \$23,500 are recommended to be allocated to project N42010 RV Park Operations;

WHEREAS, additional funds are need for demolition of the property located at 15627 North Nash Street, as well as other properties that will be acquired in the future;

WHEREAS, project P42011 was created and appropriations from OTS Land Acquisition P42010 within the General Capital Fund in the amount of \$7,500 are recommended to be allocated to project P42011;

WHEREAS, these amendments will allow the City to have current and updated budgetary amounts and help departments manage their projects and line item expenditures;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, these actions will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-43
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$31,000 from the General Capital OTS Land Acquisition #P42010 to two projects within the General Capital; \$23,500 to project #N42010 to pay for close out of the RV Park purchased by the city in FY2018, \$7,500 to project P42011 to cover the cost of demolition. This allocation does not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	<u>Rev/</u> <u>Exp</u>	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Community Development	#P42010 OTS Land Acquisition	E	\$578,700	(\$31,000)	\$547,200
General Capital Projects Fund	Community Development	#N42010 RV Park Operations	E	90,000	\$23,500	\$113,500
General Capital Projects Fund	Community Development	#P42011 OTS Land Improvements	E	60,000	\$7,500	\$67,500



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

+ [Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:		District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action for the maintenance of the sewer improvements at Rancho Mercado Unit 1 Phase 1. Resolution # 2018-41.

Motion:

I move to approve Resolution No. 2018-41.

Background:

The Public Works Department conducted the final inspection of the December 18, 2017 totaling 5,892 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines only

Objective Analysis:

The improvements for this property convey wastewater from the property to the City's public system. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,261,965.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-41](#)
 - ☐ [Notice of Completion Letter](#)
 - ☐ [Inspector Sign Off](#)
 - ☐ [RFLS 6120](#)
-

RESOLUTION # 2018-41

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC SEWER IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO UNIT 1 PHASE 1 TRUNK SEWER, GENERALLY LOCATED SOUTH OF THE BEARDSLEY CANAL, BETWEEN THE 155TH AVENUE AND 145TH AVENUE ALIGNMENTS.

WHEREAS, William Lyon Homes, the developer of Rancho Mercado, dedicated a sewer line easement to the City on February 20, 2018, generally located along the south end of Rancho Mercado;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements described in this resolution on December 18, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the sewer improvements upon final acceptance of the improvements.

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

Section 1. The City of Surprise conditionally accepts the sewer improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the sewer.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

RANCHO MERCADO UNIT 1 PH1 TRUNK SEWER

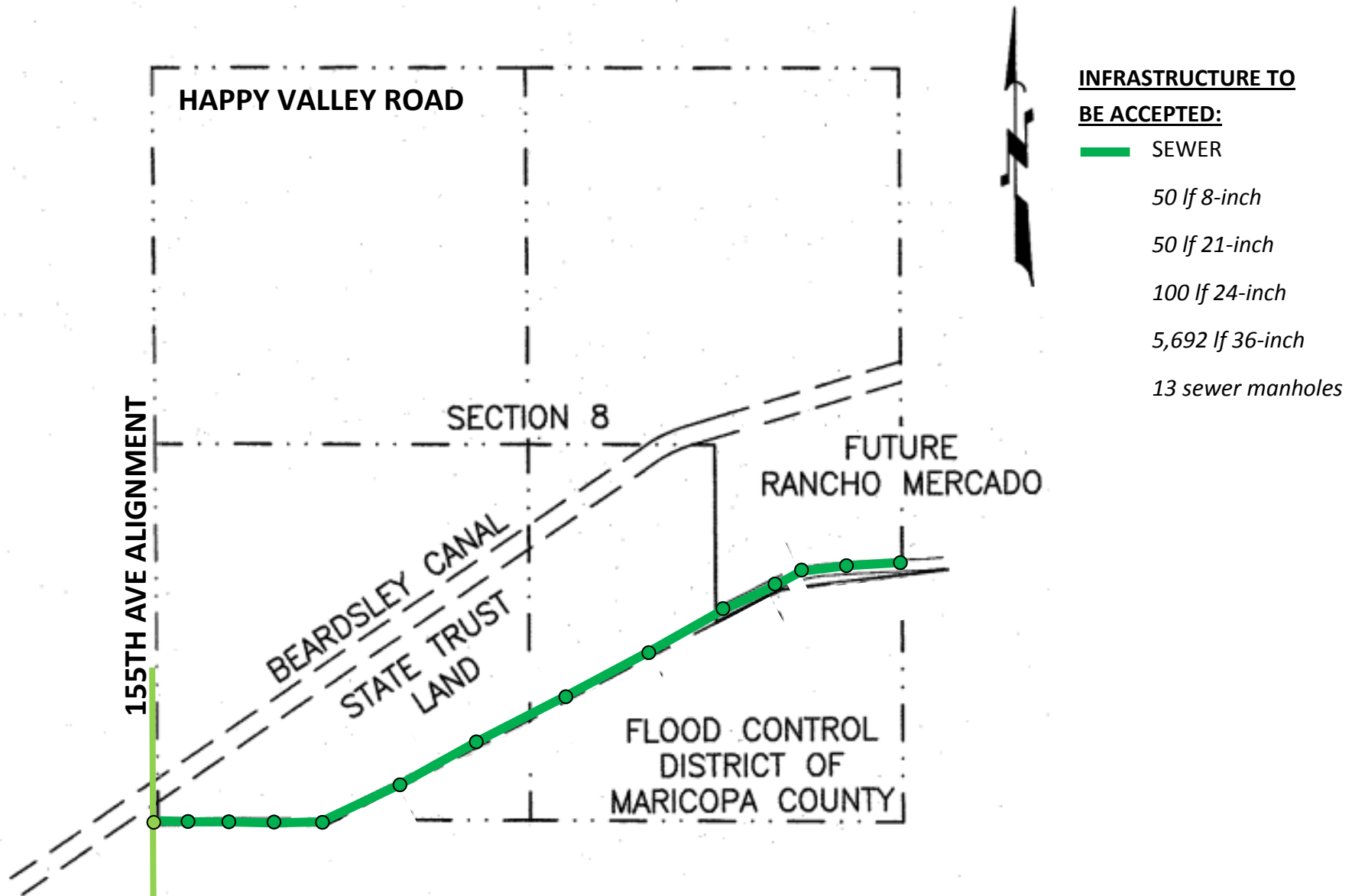


EXHIBIT B

List and Cost of Improvements



ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 02/05/2018
Re: Rancho Mercado Unit 1 Phase 1 Sewer

The public improvements for the above project have been completed and are on the March 6, 2018 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Sewer - \$1,261,965



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

January 23, 2018

Fil Luna
William Lyon Homes
8840 E. Chaparral Rd, Suite 260
Scottsdale, AZ 85250

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FS16-186
RANCHO MERCADO UNIT 1 PHASE 1 TRUNK SEWER**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,

Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, Water Resources Management
File

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

January 23, 2018

Fil Luna
William Lyon Homes
8840 E. Chaparral Rd, Suite 260
Scottsdale, AZ 85250

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FS16-186
RANCHO MERCADO UNIT 1 PHASE 1 TRUNK SEWER**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,

Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, Water Resources Management
File

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File

RFLS NO:	6120
SUBMIT DATE:	3/2/2018

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Kristin Tytler

Department & Extension: Public Works, Ext. 21653

Contract Title: Res 2018-41 Rancho Mercado Sewer Trunk Unit 1 Ph1 Acceptance

Date of Contract, Event/Performance: 3/5/2018

Description of Legal Services Requested: Resolution for acceptance of a sewer line in Rancho Mercado (Rancho Mercado Unit 1 Phase 1 Trunk Sewer)

Vendor Name, Address & Phone:

To Council? Yes, with Resolution

If Yes, Council Meeting Date: 04/03/2018

*****City Attorney's Office Use*****

RFLS Status: Approved

Attorney Comment:

Please see attached resolution.

CINDY.COEN

City Attorney's Office

3/2/2018

Date

3/2/2018 12:38:20 PM



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:		District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action for the maintenance of the sewer improvements at Rancho Mercado Unit 1 Phase 2. Resolution # 2018-42.

Motion:

I move to approve Resolution No. 2018-42.

Background:

The Public Works Department conducted the final inspection of the December 18, 2017 totaling 5,835 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines only.

Objective Analysis:

The improvements for this property convey wastewater from the property to the City's public system. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$606,792.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-42](#)
 - ☐ [Notice of Completion](#)
 - ☐ [Inspector sign off](#)
 - ☐ [RFLS 6121](#)
-

RESOLUTION # 2018-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC SEWER IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO UNIT 1 PHASE 2 TRUNK SEWER, GENERALLY LOCATED SOUTH OF THE BEARDSLEY CANAL, BETWEEN THE 145TH AVENUE AND HAPPY VALLEY ROAD ALIGNMENTS.

WHEREAS, William Lyon Homes, the developer of Rancho Mercado, dedicated a sewer line easement to the City on February 20, 2018, generally located along the south end of Rancho Mercado;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on December 18, 2017;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the sewer improvements upon final acceptance of the improvements.

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

Section 1. The City of Surprise conditionally accepts the sewer improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the sewer improvements.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

RANCHO MERCADO UNIT 2 PH1 TRUNK SEWER

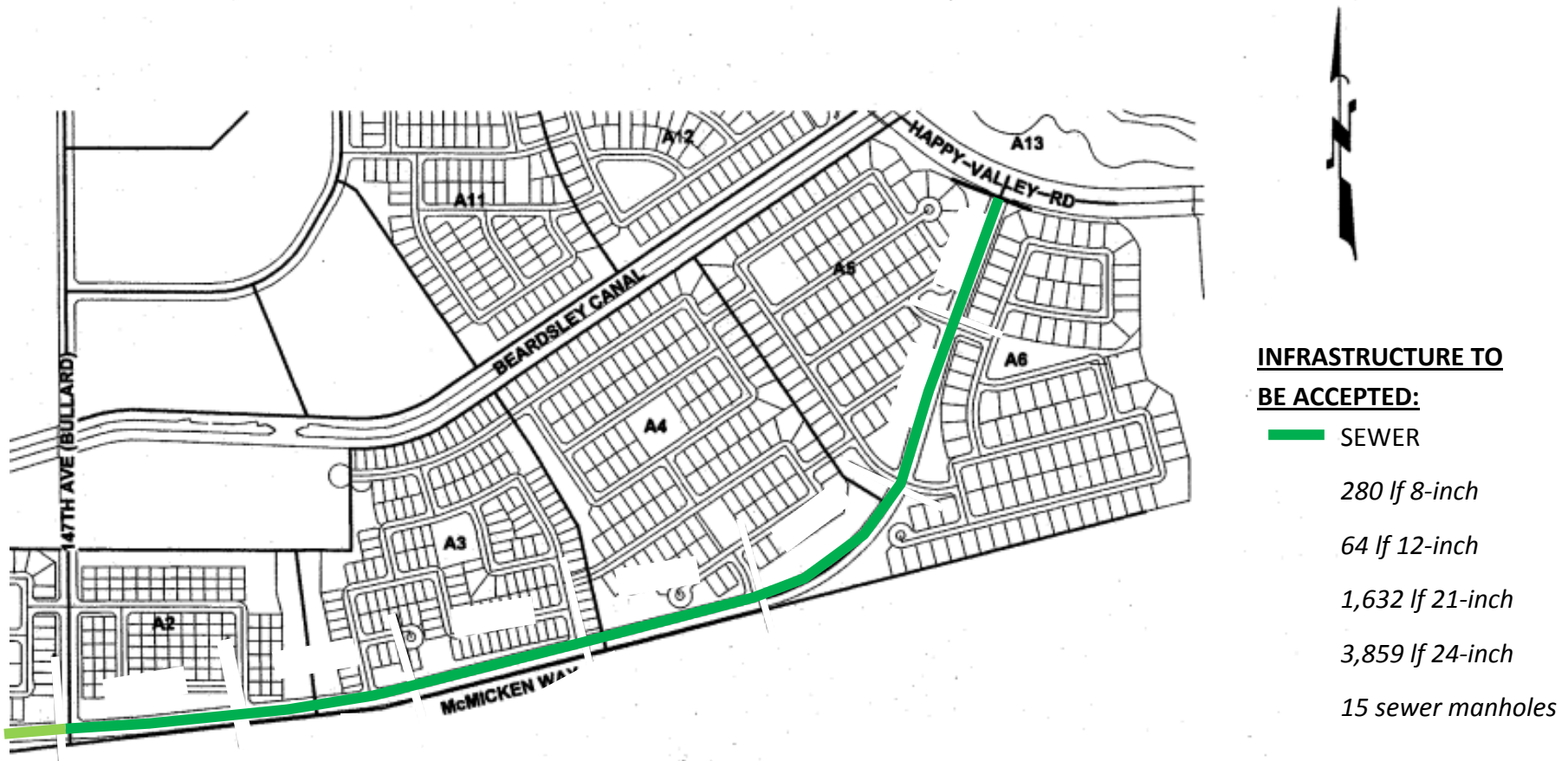


EXHIBIT B

List and Cost of Improvements



ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 02/05/2018
Re: Rancho Mercado Unit 1 Phase 2 Sewer

The public improvements for the above project have been completed and are on the March 6, 2018 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Sewer - \$606,792



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

January 23, 2018

Fil Luna
William Lyon Homes
8840 E. Chaparral Rd, Suite 260
Scottsdale, AZ 85250

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FS16-459
RANCHO MERCADO UNIT 1 PHASE 2 SEWER TRUNK**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,



Kristin Tytler, P.E.,
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management
Warren Bert, Water Resources Management
File

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/22/2018 Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

12/18/2017 Date of Punch-List Walk 1/19/2018 Date Punch-List Completed

FS Number: FS16-459

Permit Number(s): E17P-0047

Project Name: Rancho Mercado Unit 1 phase 2

Project Description (Phase/Parcel): _____

Project Developer/Builder: (Name, Address, and Phone #)

William Lyon Homes

8840 E. Chaparral Rd 200, Scottsdale AZ 85250

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features

MATERIALS:

Asphalt: N/A Supplier _____ Total Lane Miles _____ Total Square Yards _____

Water: N/A Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____

Sewer: 12" PVC Size/Type 64' Total Linear Feet 8" PVC Size/Type 280' Total Linear Feet _____

21" PVC Size/Type 1632' Total Linear Feet 24" PVC Size/Type 3,859' Total Linear Feet _____

Storm: N/A Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____

Fire Ln: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

N/A Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

☒ Sewer Videos with Operators Notes (inc. re-videos)

_____ Other _____ (Specify)

☒ AOC

N/A Asphalt Concrete Ticket w/ Name of Contractor

N/A Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ As Built Documents in PDF format (copy on CD)

N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: _____

Date: 1/22/2018

Civil Engineering Supervisor: _____

Date: 1/22/2018

RFLS NO:	6121
SUBMIT DATE:	3/2/2018

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Kristin Tytler

Department & Extension: Public Works, Ext. 26153

Contract Title: Res 2018-42 Rancho Mercado Sewer Trunk Acceptance Unit 1 Ph2

Date of Contract, Event/Performance: 3/5/2018

Description of Legal Services Requested: Resolution to accept a sewer line in Rancho Mercado (Rancho Mercado Unit 1 Phase 2 Trunk Sewer)

Vendor Name, Address & Phone:

To Council? Yes, with Resolution

If Yes, Council Meeting Date: 04/03/2018

*****City Attorney's Office Use*****

RFLS Status: Approved

Attorney Comment:

Please see attached resolution.

CINDY.COEN

City Attorney's Office

3/2/2018

Date

3/2/2018 12:43:34 PM



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an amendment of the Fiscal Year 2018 budget by reallocating appropriations of \$49,900 from contingency within the Grants Fund to the Neighborhood Revitalization Fund to increase program income spending authority within the Community Development Block Grant; Resolution # 2018-31.

Motion:

I move to approve Resolution # 2018-31.

Background:

The FY2018 adopted budget included funding for the Community Development Block Grant (CDBG) programs; however it did not include budget authority for program income. The Community Development Block Grant includes the Emergency Home Repair program. When a client is accepted in the program, a lien is placed on their home for the amount of the repair. Upon the sale of the home, the amount of the lien/repair is returned to the city in the form of program income. Per Grant guidelines, program income is first in, first out and must be utilized before non-program income expenses.

Objective Analysis:

This action will allow HSCV to utilize the program income received from the CDBG Emergency Repair Program.

Policy Compliant:

This action follows City policy and general grant practices.

Financial Impact:

This action increases budget authority for the program income being received as part of the Emergency Repair program. The requested \$49,900 will be added to the already allocated \$5,100 within the CDBG grant program.

Budget Impact:

This action reallocates appropriation in the amount of \$49,900 from contingency within the Grants Fund to the Neighborhood Revitalization Fund to adjust budget authority to increase program income within the CDBG grants without exceeding the approved total annual budget for FY2018.

FTE Impact:

This item does not impact the overall FTE count.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-31 CDBG Program Income](#)

RESOLUTION # 2018-31

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$49,900 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE NEIGHBORHOOD REVITALIZATION FUND TO INCREASE PROGRAM INCOME SPENDING AUTHORITY WITHIN THE COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, the FY2018 budget was adopted included funding for the Community Development Block Grant;

WHEREAS, the Community Development Block Grant includes the Emergency Home Repair program. When a client is accepted in the program, a lien is placed on their home for the amount of the repair. Upon the sale of the home, the amount of the lien/repair is returned to the city in the form of program income;

WHEREAS, per Grant guidelines, program income is first in, first out and must be utilized before non-program income expenses;

WHEREAS, program income spending authority was not included in the FY2018 budget;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2018-31
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$49,900 from contingency within the Grants Fund to the Neighborhood Revitalization Fund to increase program income spending authority within the Community Development Block Grant. 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
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51260 2013 CDBG Emergency Repair	R	5,100	34,900	40,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51440 2017 CDBG Emergency Home Repair	R	-	15,000	15,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51260 2013 CDBG Emergency Repair	E	5,100	34,900	40,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51440 2017 CDBG Emergency Home Repair	E	-	15,000	15,000
Grants	General Operations	Contingency	E	13,032,100	(49,900)	12,982,200
Grants	General Operations	Other	R	12,275,900	(49,900)	12,226,000
Expense Total				13,037,200	-	13,037,200
Revenue Total				12,281,000	-	12,281,000



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date: March 20, 2018 Contact Person: Sherry Ann Aguilar, City Clerk
Submitting Department: District: Internal
Staff Recommendations: None

Consent x Regular Public Hearing Report/Discussion

Agenda Wording:

Consideration and action to approve February 6, 2018 Regular Work Session and Regular Council Meeting Minutes.

Motion:

I move to approve February 6, 2018 Regular Work Session and Regular Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

☐ [Work Session](#)

☐ [Reg Mtg](#)

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

Tuesday, March 6, 2018 @ 04:02 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:02 p.m. Surprise at City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, March 6, 2018**. Also in attendance with Mayor Wolcott were Vice Mayor Remley, Council Member Winters, Council Member Hayden, Council Member Duffy, Council Member Tande, and Council Member Hall.

Staff City Manager, Bob Wingenroth, City Attorney, Robert Wingo, and City
Present: Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call to the Public

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion on trends affecting the recycling industry, the processing of recycling locally, and how these trends impact Surprise residents - NO ACTION

Public Works Director, Mike Gent introduced the item and turned over the presentation to Julie Reyes with Waste Management on recycling.

Topics included:
Changes to China's Import Policies
Global Impacts
Trends
How do we educate the residents?

Mayor Wolcott inquired about stats.

Regular City Council Work Session Minutes – March 6, 2018 – Page 2

Plastic bags are not good in the recycling and will cause the equipment to shut down, gets lodged in equipment and takes hours to fix. Most residents don't realize that they are not supposed to bag the recyclables.

Mr. Gent further explained that recycling has evolved from being very easy to more difficult and challenging but definitely still worth it. Read off stats for the City of Surprise.

Clark Landrem, local public sectors solutions, discussed public education, supply and demand and other challenging we are facing.

Mayor Wolcott - If we are all on the same page to better educate the public, Bisbee tried and was criticized. I appreciate how difficult this has become, but we want our residents to.

2 – Discussion pertaining to the fiscal year 2019 budget - NO ACTION

Lindsey Duncan, Finance Director and Assistant Finance Director, Holly Osborn gave a powerpoint presentation on the Fiscal 2019 budget.

General Fund Reserve Policy
Operating Reserves
Budget Stabilization Reserve

Council Member Hall - By fiscal year 2022?

Other Uses of the FY2018 General Fund

Council Member Winters - Shared sales tax question.

Vice Mayor Remley - Question on State shared sales tax, and population numbers, which population numbers?

Ms. Duncan - MAG & US Census.

Council member Hall - Good job on this presentation, question on sales tax rate, food tax? Surprise, Phoenix and Mesa do not have a food tax. Do we have a comparison on property tax rates?

Vice Mayor Remley - Why do we have these options that we are being presented with? Council consideration, looking for direction to build into our budget.

Regular City Council Work Session Minutes – March 6, 2018 – Page 3

Vice Mayor Remley - If we keep the rate the way it is, the property tax will keep up with overall inflation, if nothing else.

Council Member Winters - same rate would be good, don't have an appetite for increasing taxes.

Council Member Tande - Property tax on a home appraised amount. if we have future needs as we grow as a City, we are going to need for police, fire, City staff and we will need to keep up. In perspective, this is a very small portion of our City funding.

Council Member Hayden - I believe we should stay at the rate we are currently at, stay as is.

Mayor Wolcott - We are in unison to stay at the rate we are at. The only other piece that worries me is inflation. Watching the environment right now, it concerns me. Keeping the rate the same is wise, we are not making a decision right now, but let's start there and will make a decision in a few weeks. I think you got your guidance on this one.

Ms. Duncan - Stated a review of future steps to take before action being requested.

Vice Mayor Remley - The issues of reserves, some of the bond money will be expended into capital projects that are beginning now. What have the rating agencies comments been considering the amount of our reserves.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Work Session of March 6, 2018 at 5:29 PM. Council Member Tande seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Work Session Minutes – March 6, 2018 – Page 4

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, March 6, 2018.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, March 6, 2018 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, March 6, 2018**. Also in attendance with Mayor Wolcott were Vice Mayor Remley, Council Member Winters, Council Member Hayden, Council Member Duffy, Council Member Tande, and Council Member Hall.

Staff City Manager, Bob Wingenroth, City Attorney, Robert Wingo, and City
Present: Clerk, Sherry Ann Aguilar.

Call to Order

Pledge of Allegiance

Proclamation and Community Acknowledgements

Proclamation acknowledging March 2018 as Procurement Month.

Mayor Wolcott acknowledged the Procurement Staff with a proclamation proclaiming March 2018 as Procurement Month.

City Manager Report

Recognition of 2018 Mini Baseball Bat decorating contest winners.

Susan deJong, Arts Commission Chair, awarded prizes for the Mini Baseball Bat decorating contest winners.

Regular City Council Meeting Minutes – March 6, 2018 – Page 2

Awards go to:

3rd prize - Ryan Henderson - Surprise Elementary - 6th grade

2nd Prize - Tiffany Seich - Mountain View - 7th Grade

1st Prize - Sydney Do - Mountain View - 8th grade

Grand Prize - Christian Do - Mountainside - 5th Grade

Mike Cassidy, Youth Services - Introduced special guests, students from Countryside Elementary for Rachel's Challenge. 3 students gave a few words on their school and Rachel's Challenge. Cassidy Ryan, Natalia Click, Kenzie Dore Quarters for Kindness at school.

City Attorney Report

City Clerk Report

Call to the Public

Ken Wright - Talk about leadership, National Citizens Survey completed in 2015. Purpose of this is to find out what people think should be done to prioritize with limited funds. Read from a prepared statement and page from Surprise website. Negative Leadership side, newspapers, letters, etc., condemning the Council's vote to place Patrick Duffy and Nancy Hayden on the Council. Described as "Yes votes". I would like to see the yes votes continue, keep it coming. It is Council's right to vote the way they see it.

James Truman - Briefly talk about light pollution in Surprise, have come before Council, planning & zoning and committee outreach meetings, etc. Recently, another Arizona City became a dark sky City, maybe we should jump on the band wagon, and be a leader. It's not your fault, it's APS's fault. There answer is we don't have a lot of requests for lights. A light with a small shield will work sufficiently, this is so important.

Consent Agenda

1 – Consideration and action pertaining to approval of an amendment to the FY2018 Budget by reallocating appropriations of \$7,400 within the Grants and Contingency fund to the Arizona Lottery Fund (ALF) for the increase in City allotted funds; the application, and acceptance of, FY2018 ALF funds in the amount of \$357,324, and amending the FY2018 Operating List of Items Over \$50,000; Resolution #2018-32 - APPROVED

Regular City Council Meeting Minutes – March 6, 2018 – Page 3

Council Member Winters - How are we going to use these funds?

It will be used on transit services.

Council Member Winters made the motion to approve Resolution 2018-32. Council Member Tande seconded the motion. Seven yes votes, motion carried.

2 – Consideration and action pertaining to approval of a grant of a non-exclusive revocable license to MCImetro Access Transmission Services Corp. DBA Verizon Access Transmission Services for the use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable; Resolution # 2018-25 - APPROVED

3 – Consideration and action pertaining to amending the FY2018 budget for the Impact Fee Study Project, #A15010, by reallocating appropriations for various development impact fee funds and adjusting budget authority pertaining to same; Resolution #2018-34 - APPROVED

4 – Consideration and action to approve a liquor license request by John Warren Bossmann, Agent for Amuse Bouche located at 17058 W. Bell Road, Suite #104, Surprise, AZ. 85374 (New License/LLC - License #1207B298 - Restaurant) - APPROVED

5 – Consideration and action on the meeting minutes of February 20, 2018 - APPROVED

Council Member Hall made the motion to approve the consent agenda, excluding item #1. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

Regular Agenda Item - Public Hearing

6 – Consideration and action pertaining to declaration of a public record and approval of a Text Amendment to Chapter 113 of the Surprise Municipal Code regarding Signs; Ordinance # 2018-04 - APPROVED

City Planner, Robert Kuhfuss gave a brief overview of the changes requested by Council at a previous meeting. 2 versions are being presented for Council consideration including Council requested changes, and the version that Planning & Zoning approved. Mr. Kuhfuss explained the scrivener's errors.

Regular City Council Meeting Minutes – March 6, 2018 – Page 4

City Attorney Wingo explained what is being presented tonight for Council consideration as stated above. On the February 6th meeting, there were changes recommended and staff brought back your recommendations. In the process we went through and corrected scrivener's errors.

Rhett Cooney - Partner with Boulevard Media Company. We have heard you and share your concerns about your community. In the event of an emergency, our boards can be used for broadcasting. We are a committed community partner, the City can use the rotation to promote City and community events.

Liz Recchia - West Maricopa of Real Estate Realtors of Arizona - Temporary signs for the commercial complexes for business with lack of availability. We ask that you include provisions previously submitted to you.

Mayor Wolcott asked for a photo to be displayed that reflects signage along Grand Avenue and told the story of when she first arrived to Arizona on her way to Surprise and was saddened to see the shape of Grand Avenue. The photo is from a neighboring City and I don't want our City to look like this, we want a clean, safe and attractive City. I am very proud of the work that we have done and thank staff for their hard work on updating this ordinance.

Vice-Mayor Remley - Asked for slide that reflects changes.

Mr. Kuhfuss - Class 1 A frame signs would be an example.

Council Member Winters - Up until tonight, I don't know how the Council felt about this issue, but this one I agree with the Mayor on this.

Council Member Hall - With this ordinance, this could not happen on our City, correct? I am for the billboards, there are only going to be two of them and they won't be obstructing the view of white tanks and will promote businesses that some may not know are in Surprise off the 303.

Council Member Tande - Asked for clarification on scrivener's errors. Also asked about getting rid of non-conforming signs. Do we know how many non-conforming signs in the City?

Council Member Duffy - Would the City info displayed on the billboards cost the City?

Rhett Cooney - 8 turns per minute on a digital billboard, we would give the City one of those turns. Wouldn't cost you anything.

Regular City Council Meeting Minutes – March 6, 2018 – Page 5

Council Member Duffy - That part I didn't know last time, with this information, I can see a couple of departments that can use this, especially out of state visitors coming in. If it helps the City and small businesses, I think this could be helpful. I am okay with the billboards.

Mayor Wolcott - To clarify, the company's ability to control content. Government cannot interfere with freedom of speech. The Gilbert sign ruling.

Attorney Wingo - explained the law, the City has no way to enforce that commitment. It would be a nice gesture, but irreversible by the City.

Council Member Hayden - Six signs on Grand and 2 signs on the 303. Asked for clarification.

Rhett Cooney - All of these that are on Grand that have housing, will this affect the neighborhoods? Commercial and Industrial areas.

Vice Mayor Remley - I would love to see how we can write the ordinance that requires any person that puts up a billboard, put up 12% towards public service messages and no offensive advertising.

Mayor Wolcott - Is Council ready to vote?

City Attorney Wingo addressed the wording with Council. He explained and gave two examples one being adopting either the either Feb. 20, 2018 post Planning and Zoning revisions or the original Planning and Zoning recommendation.

Council Member Tande made the motion to approve Ordinance 2018-04 with the February 20, 2018 post Planning and Zoning revisions (the one without the billboards) along with the recommended scrivener's errors. Vice Mayor Remley seconded the motion. Five yes votes, two no votes (Duffy and Hall), motion carried.

City Attorney Wingo clarified the motion.

7 – Consideration and action pertaining to approval of the Preliminary Plat entitled, "Heritage Farm" dated December 20, 2017, an approximately 33 acre subdivision general located at the southeast corner of 175th Avenue and Waddell Road - APPROVED

Council Member Hall made the motion to approve the Preliminary Plat for Heritage Farms. Council Member Tande seconded the motion. Six yes votes, one no vote (Remley), motion carried.

8 – Consideration and action pertaining to approval of a Zone Change from Residential Ranch (RR) to Medium Density Residential 4.3 Dwelling Units per Acre with a PUD Overlay (RM-6 PUD) and Medium Density Residential 4.5 Dwelling Units per Acre with a PUD Overlay (RM-9 PUD) for approximately 33 total acres generally located at the southeast corner of 175th Avenue and Waddell Road; Ordinance # 2018-02 - APPROVED

City Planner, Robert Kuhfuss gave a powerpoint presentation for this item.

Vice Mayor Remley - Swimming pool eliminated, tell me why? Community pool quite costly to maintain and the lot size lends to a privately owned pool. Basically, the owner doesn't want to pay or maintain a pool. To me, this is the first project I have seen that is a total giveaway to the developer.

Council Member Duffy - Will there be a right turn lane to enter into the development from 175th?

Mr. Kuhfuss - There will be a median, I would need to take a close look at the drawing.

Applicant, Mark Brady, yes there are left turn pockets into the development. Median breaks and turn lanes into the community. Also addressed the pool, as we studied the zoning code, there are challenges with the current zoning code and the smaller lots. We are forced to sue the medium density standards.

Ed Hanzel - I have addressed many times as look at the map, I see a big green spot in the middle and see narrow streets, one more time, where will mommy park? Most likely there will be playground equipment.

Council Member Duffy made the motion to approve Ordinance 2018-20. Council Member Hall seconded the motion. Five yes votes, one no vote (Remley) and one abstained (Hayden), motion carried.

Regular Agenda Item - Non-Public Hearing

9 – Consideration and action pertaining to approval of an amendment to the FY2018 Budget by reallocating appropriations in the amount of \$162,500 within the ground ambulance service fund related to expansion of services with a Full Time Administrative Technician Position and Fire Station 301 Remodel; amending capital list of items over \$50,000; Resolution # 2018-33 - APPROVED

Chief Tom Abbott gave a brief overview for this item.

Regular City Council Meeting Minutes – March 6, 2018 – Page 2

City Manager Wingenroth - 3 to 5 years for cost recovery.

Vice Mayor Remley - Will this have a cash flow for us? Are we maybe jumping the gun in terms of trying to do too much too fast?

Chief Abbott - There is plans for this fall to place at 301 to service the east side of our community.

Council Member Duffy made the motion to approve Resolution 2018-33. Council Member Tande seconded the motion. Seven yes votes, motion carried.

10 – Consideration and action pertaining to approval of an amendment to the FY2018 Budget by reallocating appropriations of \$21,000 from the Services and Operations Fund to the Personnel Fund to accommodate two Economic Development Department position changes; Resolution # 2018-38 - APPROVED

Economic Development Director, Jeanine Jerkovic gave a powerpoint presentation on this item.

Council Member Hall - The ED project manager, once there is a prospect in the pipeline, that person will manage it in terms of tours, etc., is this correct for this position? The Coordinator tees the new business? Where does Al Deangeles play in this?

Ms. Jerkovic - That is accurate for both positions.

Council Member Hall - Would the Coordinator focus mostly on Industrial companies?

Vice Mayor Remley - You had 2 vacancies, was your budget reduced?

Council Member Tande - You still have a ton of projects you are working on, this makes sense to me.

Council Member Winters made the motion to approve Resolution 2018-38. Vice Mayor Remley seconded the motion. Seven yes votes, motion carried.

11 – Consideration and action pertaining to approval an Intergovernmental Agreement (IGA) by and between Maricopa County, the City of Buckeye, and the City of Surprise expanding and defining their respective general plan areas, which will include certain areas outside their respective corporate boundaries, including the White Tank Mountain Regional Park: Resolution # 2018-37 - APPROVED

Regular City Council Meeting Minutes – March 6, 2018 – Page 8

Community Development Director, Eric Fitzer gave a powerpoint presentation on this item.

Council Member Winters - Great job, beautiful area and we don't want it to

Council Member Hall made the motion to approve Resolution 2018-37. Council Member Tande seconded the motion. Seven yes votes, motion carried.

Other Business

Mayor/Council Report

Mayor and Council reported on events and meetings that they attended.

Executive Session

Adjournment

Council Member Tande made the motion to adjourn the Regular City Council Meeting of March 6, 2018 at 8:22 PM. Council Member Hall seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, March 6, 2018.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action on an amendment to the Community Development Block Grant Consolidated Plan 2015-19 Funding Priorities.

Motion:

I move to approve the Community Development Block Grant Consolidated Plan 2015-19 Amendment.

Background:

CDBG administration and neighborhood improvements are carried out by city departments. Affordable Housing activities are carried out by outside agencies. These projects will address the neighborhood commercial demolition and affordable housing needs identified in the city's Consolidated Plan. CDBG administration, neighborhood improvements and affordable housing projects will be used to implement activities that will improve the safety and quality of life of the residents living within the Heritage District. Although the Consolidated Plan lists Neighborhood Improvements as a priority, the city wanted to specifically list affordable housing, Gaines Park ballfield investment and possible commercial property / building demolition in the Surprise Heritage District as the project funding priorities considered today.

Objective Analysis:

This action allows HSCV to fund needed neighborhood improvements, administration, and affordable housing projects through the plan amendment.

Policy Compliant:

The agenda item falls within Council and City policy.

Financial Impact:

Program income received from the Neighborhood Stabilization Program equals \$1,130,633. A portion of these funds, \$517,570, will be dedicated for Phase 1 of the relocation of the Gaines Park ball field, which would cover the field and lighting. Remaining improvements, including parking and restrooms,

will be funded through other external resources and grants not yet identified. There will be no general fund impact for this project.

Budget Impact:

If the plan is approved a budget amendment will be brought to future council meeting to move the authority from the NSP program to the CDBG program.

FTE Impact:

There is no FTE impact as a result of this agenda item.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Con Plan 2015-19 Amendment](#)
 - ☐ [Presentation](#)
 - ☐ [Public Engagement form](#)
-



HUMAN SERVICE AND COMMUNITY VITALITY

Date: March 20, 2018

To: Mayor and City Council Members

From: Seth Dyson, Director
Jason Hughes, Acting Neighborhood Services Supervisor
Alicia Rubio, Neighborhood Services Coordinator

Re: CDBG Consolidated Plan Amendment 2015-2019

Introduction

As an entitlement city, Surprise receives a yearly allotment of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). Every year the City of Surprise must submit an Annual Action Plan. The Annual Action Plan is a concise summary of actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The Consolidated Plan is a combined plan and application to HUD for federal funds available to counties and cities under CDBG which includes all previous five years of annual action plans. Occasionally, an amendment is necessary to the Annual Action Plan and as a direct result the Consolidated Plan must also be amended.

In November 2008, the Council approved the Neighborhood Stabilization Program's (NSP) grant for federal funding to purchase foreclosed homes located in Special Planning Areas which were largely affected by foreclosure. The funds were federal stimulus dollars that supported down payment assistance, homebuyer education, rehabilitation and purchases of foreclosed homes. The homes were subsequently sold to qualified buyers per the NSP guidelines. The funds that were used to purchase the homes were then returned to the City as Program Income upon the sale. Surprise has been directed by U.S. Housing and Urban Development (HUD) to transfer program income to the Community Development Block Grant Program (CDBG) to sunset the NSP program. In order to spend these funds, Surprise will need to amend their Annual Action Plan and, as a result, amend the Consolidated Plan for 2015-2019.

Today's presentation to the Mayor and City Council will provide information regarding the Consolidated Plan to assist the Council in deciding if proposed projects meet grant criteria while filling community needs. Upon approval by City Council, the CDBG Administration, Neighborhood Improvement and Affordable Housing Activities will be submitted to HUD as part of the Consolidated Plan Amendment 2015-2019.

Background

CDBG administration and neighborhood improvements are carried out by city departments. Affordable Housing activities are carried out by outside agencies. These projects will address

the neighborhood commercial demolition and affordable housing needs identified in the city's Consolidated Plan. CDBG administration, neighborhood improvements and affordable housing projects will be used to implement activities that will improve the safety and quality of life of the residents living within the Heritage District. Although the Consolidated Plan lists Neighborhood Improvements as a priority, the city wanted to specifically list affordable housing, Gaines Park ballfield investment and possible commercial property / building demolition in the Surprise Heritage District as the project funding priorities considered today.

According to HUD regulations, CDBG funds may be used to provide Neighborhood Improvements (including labor, supplies, materials, project management and other costs) and Economic Development activities, provided the service will:

- Serve low to moderate income persons in the City of Surprise through area benefit or serving a particular clientele like seniors, youth and families
- Neighborhood Improvements
- Affordable Housing Opportunities

Funding Limit

The amount of Program Income to be included in the Annual Action Plan Amendment 2017-2018 is \$1,130,633. CDBG administration, neighborhood improvement projects and affordable housing opportunities are activities that will be carried out as part of this plan amendment.

Updated Actions

Staff's funding recommendations are as follows:

Administration	\$113,063
Salaries, supplies, compliance needs	
Neighborhood Improvement Projects	\$517,570
Gaines Park ballfield and possible commercial property / building demolitions within the Surprise Heritage District	
Affordable Housing Opportunities	\$500,000
Provide assistance for development of affordable housing units in the Heritage District.	
Total CDBG Transfer Amount	<u>\$1,130,633</u>

Future Actions

- Submission to HUD as part of Consolidated Plan Amendment 2015-19 by April 16, 2018

Recommendations

Approval of Consolidated Plan Amendment 2015-19.



DRAFT

5 Year Strategic Plan

This document includes Narrative Responses to specific questions that grantees of the Community Development Block Grant, HOME Investment Partnership, Housing Opportunities for People with AIDS and Emergency Shelter Grants Programs must respond to in order to be compliant with the Consolidated Planning Regulations.

GENERAL

Executive Summary

5 Year Strategic Plan Executive Summary:

The City of Surprise Consolidated Plan is a comprehensive document that addresses the city's housing, community development and economic development needs. The Consolidated Plan 2015-19 comprehensively updates the previous four-year strategic plan covering the program years of 2010-2014. It also includes the Annual Action Plan 2017-2018 Amendment. The Consolidated Plan is a combination of housing, community development, and public service plan, and acts as an application for the following two U.S. Department of Housing and Urban Development (HUD) entitlement programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program

The City of Surprise 2017-2018 Annual Action Plan fiscal year runs from July 1, 2017 through June 30, 2018. The city's lead agency responsible for the plan's development is the Neighborhood Services Division, Human Service and Community Vitality Development Department. The executive summary includes objective and outcome expectations, as well as an evaluation of past performance. The 2015-2019 Consolidated Plan states how the city intends to utilize its HUD entitlement funds in the areas of housing, community development, public services, and administration. The Consolidated Plan ties HUD grant-funded spending to other funding initiatives in the city that benefit low- and moderate-income residents.

Key components of the plan are:

- Needs assessment
- Strategic goals
- Delivery system
- Accountability and performance measurement

Primary categories of need that are addressed in the plan are:

- Neighborhood Improvements
- Affordable Housing
- Public Facility Improvements
- Public services to special needs populations

Summary of Objective and Outcome Expectations

The City of Surprise performance measurement system is tied to the city's Original Townsite Revitalization Plan objectives and to the annual budget process. In previous years, the Consolidated Plan provided an estimate of *output* measures in compliance with HUD's data system. The Consolidated Plan includes measures of performance to quantify longer-term goals by incorporating projected *outcome* measures. Quantifiable results-oriented goals for capital programs are tied to a unified framework for the benefit of low- and moderate-income residents.

- Preserve neighborhoods through infrastructure improvements in the targeted low-income area(s).
- Provide public services based on qualifications to special needs populations.
- Preserve neighborhoods through housing rehabilitation assistance to qualified homeowners.
- Preserve habitability of owner-occupied housing through emergency home repair assistance.
- Increase homeownership through downpayment assistance.
- Preserve affordability of quality rental housing through the Housing Choice Voucher program.
- Provide public service activities to city's youth, seniors, special needs persons, veterans, persons and families in crisis, and disabled persons through nonprofit agencies or other city departments.

Changes currently anticipated during the term of this plan:

- Inclusion of affordable housing activities through CDBG funding.

Past Performance Summary

Since becoming an entitlement community in 2006 for CDBG funding, infrastructure was identified as the city's highest priority and was aimed at the Original Townsite (OTS) of Surprise which is predominantly a low- to moderate-income resident area. Three street improvement projects, one park improvements and one public facility improvement project was carried out in the OTS. The infrastructure improvements aimed at creating a suitable living environment principally for the low- to moderate-income persons within the OTS of Surprise.

Implementation

This Consolidated Plan will serve as a guide for City of Surprise' endeavors in housing and community development during the next five years. The plan is updated annually through the adoption of the Annual Action Plan and may be amended from time to time as circumstances change. The Annual Action Plan and amendments to the Consolidated Plan will allow for public review and comments consistent with the Citizens Participation Plan.

Strategic Plan

Due every three, four, or five years (length of period is at the grantee's discretion) no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.

Mission:

The mission of the City of Surprise is to enhance the quality of life through sustainable reconstruction of aging infrastructure systems and housing stock at the neighborhood level in order to develop a healthy living environment.

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed.

Community Profile

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) and the basis for assigning the priority (including the relative priority, where required) given to each category of priority needs (91.215(a)(2)). Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.
3. Identify any obstacles to meeting underserved needs (91.215(a)(3)).

5 Year Strategic Plan General Questions response:

1.
Surprise is located in the northwest region of the Phoenix Metropolitan Area (Figure 1). The Surprise Planning Area is bordered on the east by the cities of Peoria and El Mirage, on the west by the town of Buckeye, on the south by the city of Glendale, and on the northwest by the town of Wickenburg. Sun City and Sun City West, both unincorporated communities are adjacent to the eastern boundary of the planning area. Located within the Surprise Planning Area are the unincorporated communities of Morristown, Circle City, and Wittmann.

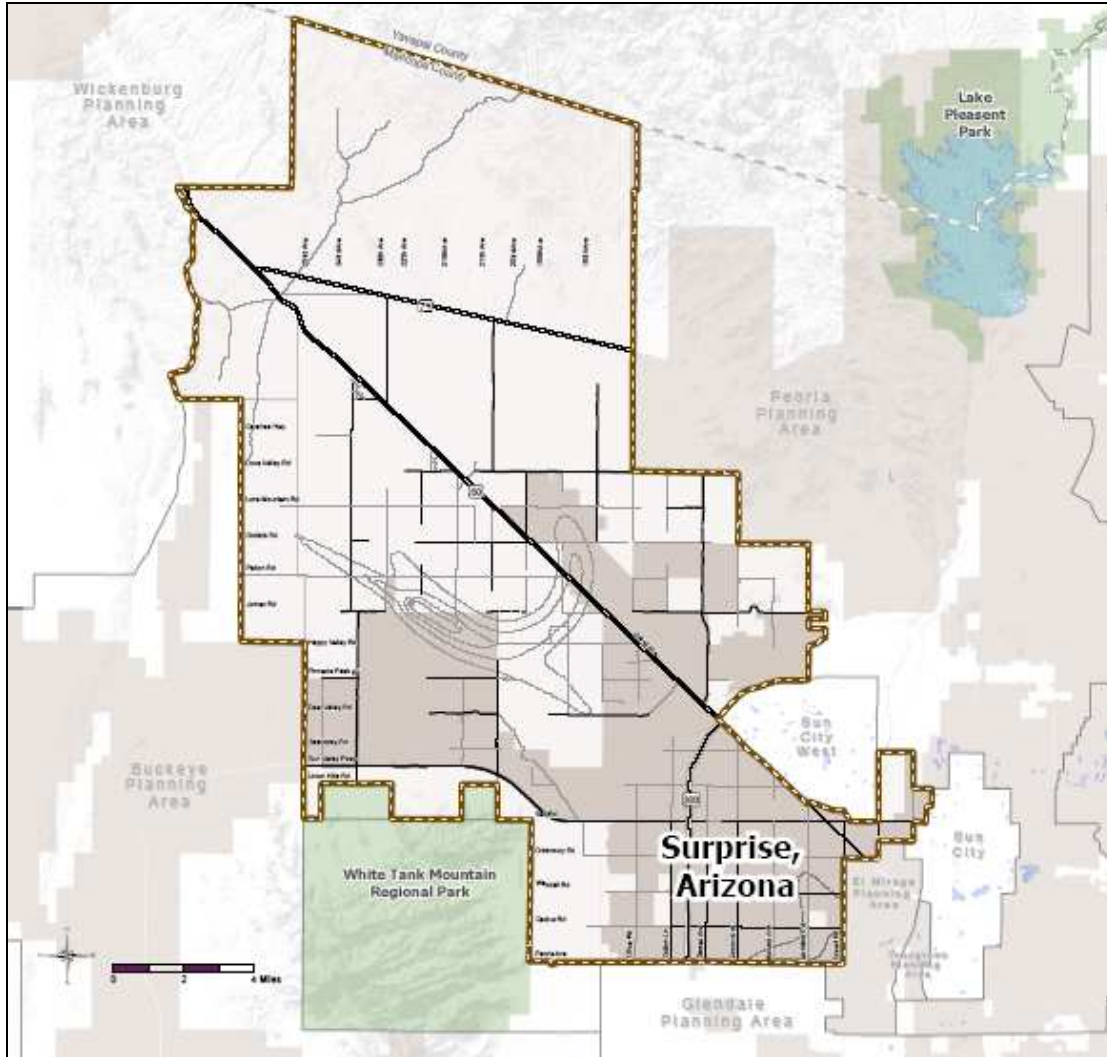


Figure 1: Surprise, AZ

Public facilities and infrastructure improvements with CDBG funds will only be undertaken in the Original Townsite (*Figure 2*) as area benefit activities targeted to the designated service area. This area is the only Census Tract (#608) in Surprise with a population that is more than 51% low and moderate income.



Figure 2: Original Townsite, Surprise, AZ

Economic development, public services, and other eligible activities under the CDBG program that directly benefit individuals will be provided throughout the community contingent on the eligibility of the applicant for the low- or moderate-income beneficiary requirement.

2.

The system for establishing the target areas for the CDBG-funded activities are predicated upon the following criteria:

- The Original Townsite area targeted for CDBG investments under this plan is the lowest income Census Tract in City of Surprise.
- The community has targeted this area for investment in the *Original Townsite Revitalization Plan* and *Surprise Revitalization Strategic Plan – Heritage Overlay*.
- Meeting the statutory requirements of the CDBG program.
- Coordination and leveraging of resources.
- Response to expressed needs.
- Long-term impact and sustainability.

- **The ability to measure or demonstrate progress and success.**

The steps in assignment of priority for specific activities selected for this plan are described further in the section on Priority Needs Analysis and Strategy.

3.

Funding Future

One of the main obstacles to meeting community needs is inadequate resources for programs. The decline in resources across sectors, including government agencies and foundations, due to the economic downturn has negatively impacted the quantity and quality of housing and community development services. Surprise has received an amount of \$1,130,633 in program income from the Neighborhood Stabilization Program that will be transferred into the CDBG program.

Other obstacles to meeting underserved needs include:

- 1. Insufficient resources to meet all of the legitimate and eligible needs identified.**
- 2. Private ownership of incompatible land uses within the revitalization area.**
- 3. Public ownership of the water system in the revitalization area by another municipality.**
- 4. Environmental issues related to the location of Grand Avenue (US 60), the Railroad, and Luke Airforce Base.**

Managing the Process (91.200 (b))

- 1. Lead Agency. Identify the lead agency or entity for overseeing the development of the plan and the major public and private agencies responsible for administering programs covered by the consolidated plan.**
- 2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.**
- 3. Describe the jurisdiction's consultations with housing, social service agencies, and other entities, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons.**

***Note: HOPWA grantees must consult broadly to develop a metropolitan-wide strategy and other jurisdictions must assist in the preparation of the HOPWA submission.**

5 Year Strategic Plan Managing the Process response:

1.

The Neighborhood Services Division of the Human Service and Community Vitality Department is the lead agency for the City of Surprise Consolidated Plan. The Consolidated Plan along with the Annual Action Plan is authorized and approved by the Mayor and City Council upon the recommendation of the appointed Surprise Planning and Zoning Commission. Actions required

to accept and administer the CDBG and HOME funds are assigned to the City Manager or his designee.

2.

The City of Surprise has developed the Consolidated Plan with the input of several key city departments and divisions, county agencies, local nonprofit agencies and service organizations, community groups, boards and commissions, and citizens of Surprise.

To gather input from the citizens of Surprise, the city has adopted a Citizen Participation Plan that describes the citizens input process for the CDBG and HOME programs.

Significant steps in the planning process included:

- a) Creating a public participation plan to involve citizens of City of Surprise.
- b) Establishment of needs assessment and priorities with other city departments and divisions.
- c) Conducting a survey and followed up with a supplemental survey to citizens of the city and city officials to determine high priorities needs within Surprise.
- d) Review of needs assessments and goals and objectives established with the Surprise Planning and Zoning Commission members.
- e) Conducting a City Council work session.

3.

During the development of the Consolidated Plan, the following groups and city departments were interviewed and or returned surveys. These groups represent or serve the populations whose needs were considered in the Consolidated Plan:

- a) City of Surprise Community Development Department,
- b) City of Surprise Community and Recreation Services,
- c) City of Surprise Economic Development Department,
- d) City of Surprise Public Works Department,
- e) Maricopa HOME Consortium,
- f) The Housing Authority of Maricopa County,
- g) Maricopa County Community Development,
- h) City of Surprise Planning and Zoning Commission,
- i) Original Town Site Stakeholder Group, and
- j) Area Congressional Representative response for the survey.

Citizen Participation (91.200 (b))

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

5 Year Strategic Plan Citizen Participation response:

1.

Throughout the development of the Consolidated Plan, citizen input is encouraged. The City of Surprise provides its citizens many opportunities to provide input to the decision making process. Citizens are encouraged to attend and participate in City Council meetings, Planning and Zoning Commission meetings to solicit public input. These community engagement practices are designed to meet the needs and requirements of various programs and planning processes.

In accordance with 24 CFR 91.115(e), city staff has developed a Citizen Participation Plan (CPP) designed specifically for the Consolidated Plan. The CPP describes city policies relating to public hearings, public notices, and comment period. A schedule of citizen participation actions was developed at the beginning of the Consolidated Plan drafting.

Table 1: Schedule of Citizen Participation

Time	Activity
March 1, 2018	Planning and Zoning Commission Meeting on Consolidated Plan Priorities and Public Hearing
March 5-April 5, 2018 30 day public comment period on Annual Action Plan and Consolidated Plan	30 day comment period
March 20, 2018	City Council Public Hearing and approval.
April 2, 2018 Submission to HUD	

2.

TBD

3.

To assist in obtaining broad-based participation, a city's mailing distribution list is used. The list includes public, private, and social service agencies and individuals that request notices of meetings and hearings. Staff publishes public notices for both public meetings and hearings in Daily News-Sun an everyday publishing newspaper, in accordance with city notification practices.

As per the CPP, the public hearings were held at accessible locations. Electronic copies of the plan were made available on the city's website. Printed public notices were distributed in English listing the locations where copies of the Consolidated Plan are available and inviting citizens to speak at the public meetings and hearings and/or submit written comments. Public meetings and hearings are accessible and sign language interpretation is available for public hearings and meetings by request.

4.

Citizens' request for highway access, road repairs, and other transportation improvements were not included as they do not qualify either under area benefit or limited clientele benefit caveat for the low- to moderate-income persons in the city.

Institutional Structure (91.215 (i))

1. Explain the institutional structure through which the jurisdiction will carry out its consolidated plan, including private industry, nonprofit organizations, and public institutions.
2. Assess the strengths and gaps in the delivery system.
3. Assess the strengths and gaps in the delivery system for public housing, including a description of the organizational relationship between the jurisdiction and the public housing agency, including the appointing authority for the commissioners or board of housing agency, relationship regarding hiring, contracting, and procurement; provision of services funded by the jurisdiction; review by the jurisdiction of proposed capital improvements as well as proposed development, demolition or disposition of public housing developments.

5 Year Strategic Plan Institutional Structure response:

1.

The City of Surprise is the clearinghouse and facilitator for the activities as described by the Consolidated Plan.

The Neighborhood Services Division of the Human Service and Community Vitality Development Department oversees the administration of all CDBG and HOME entitlement programs. The department is responsible for:

- **Program management and oversight**
- **Interdepartmental coordination**
- **Subrecipient contract administration and monitoring**
- **Program evaluation**
- **Consolidated Plan preparation, monitoring and evaluation**
- **Required reporting to HUD**

Other city departments and private agencies that participate in the implementation of federal-funded grants include:

- **City Council - formal approval body for policy making and release of funds.**
- **The Public Works Department - has experience in administering the procurement and Labor Standards requirements of federally funded projects.**
- **Financial management will be appropriately separated between the Finance Department and Human Service and Community Vitality Department.**
- **Maricopa HOME Consortium is the lead agency for HOME funds and activities.**
- **The Maricopa County Human Services Department provides services in workforce development and special transportation.**
- **The city is also served by a number of private nonprofit housing and health and human services providers and local church organizations like Habitat for Humanity, Benevilla and St. Mary's Food Bank.**

2.

The major gap is the coordination of multiple organizations in regards with networking, ensuring that overlap of assignments is minimized, and facilitating more efficient use of resources.

The city is carrying out public service activities under the CDBG program through an open application process, effective management of the subrecipients would be a challenge and will likely require additional training.

3.

The Housing Authority of Maricopa County (HAMC) has two public housing developments in Surprise and administers Housing Choice Vouchers in the private rental market. The operations of HAMC in Surprise have not been formalized since Surprise incorporated as a city and an intergovernmental agreement would be beneficial.

Monitoring (91.230)

1. Describe the standards and procedures the jurisdiction will use to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

5 Year Strategic Plan Monitoring response:

The City of Surprise Neighborhood Services Division of the Human Service and Community Vitality Department oversees all grant-funded housing and community development programs and will be responsible for all performance measurement activities.

The Neighborhood Services Division is also responsible for the timely implementation of activities and projects. The City of Surprise will ensure that all grant-funded projects are monitored for compliance with the applicable city, state and federal laws. This will be accomplished using the city's current monitoring/contract compliance process for federal programs.

The Neighborhood Services Division monitors all proposed activities to ensure long-term compliance with program requirements. The objectives of these monitoring are to make sure that activities:

1. Comply with all regulations governing their administrative, financial, and programmatic operations.
2. Achieve their performance objectives within schedule and budget.

General Monitoring Procedures

Annually, with the preparation of Consolidated Annual Performance and Evaluation Report (CAPER), the Neighborhood Services Division will review whether the specific objectives outlined in this strategic plan are being met. Furthermore, subsequent CAPERs will give an opportunity to address community priorities and if adequate resources are available to meet the objectives.

The City of Surprise relies upon all grant-funded entities to complete a Quarterly Performance Report (QPR) to assess project progress.

Accomplishments for the quarter are identified including measurable outcomes, client information, time frames and quarterly costs.

Neighborhood Services Division also administers the Integrated Disbursement and Information System (IDIS).

The more formal monitoring begins with a risk assessment of all grant-funded projects and subrecipient contracts. The risk assessment considers size of the grant contract, changes in organizational structure, and how long it has been since the last on-site monitoring.

For the HOME programs, included is an annual peer review for each member of the Maricopa HOME Consortium. The peer monitoring is performed by representatives from other participating communities and may take the form of either a desk review or an on-site monitoring.

Subrecipient Monitoring:

All subrecipients of CDBG and HOME funds will be subject to monitoring. Fiscal monitoring will include review and approval of budgets, compliance with executed grant agreements, review of fiscal reports on a monthly or quarterly basis, and a review of audits on an annual basis. Additional monitoring will occur through on-site visits. These site visits will occur as necessary but will be conducted at least once every six months.

All subrecipients must identify the personnel working on the project; keep accurate records and filing systems to document program benefits and compliance; maintain an appropriate financial management system; submit to an audit; and submit a final report at closeout.

Affirmative and Outreach Monitoring

The city's contract compliance officer is responsible for ensuring affirmative marketing and minority outreach including Section 3 and Minority/Women Business Enterprise compliance, by using existing standards and procedures as prescribed under the CDBG and HOME programs.

Priority Needs Analysis and Strategies (91.215 (a))

1. Describe the basis for assigning the priority given to each category of priority needs.
2. Identify any obstacles to meeting underserved needs.

5 Year Strategic Plan Priority Needs Analysis and Strategies response:

1.

The priorities presented were developed by:

- **Weighing the severity of the need among all groups and subgroups in the city.**
- **Analyzing the current social, economic and housing conditions.**
- **Analyzing the relative needs of low- and moderate-income families.**
- **Assessing the resources likely to be available over the next five years.**

Priorities are relative and follow these classifications:

High: The city plans to use available Consolidated Plan funds for activities to meet the need during the Five-Year Strategic Plan.

Medium: The city plans to use any available funds, including Consolidated Plan funds, for activities to meet the need during the Five-Year Strategic Plan, and can assist organizations in seeking funds to meet the need.

Low: The city does not envision using any available Consolidated Plan funds for activities to meet the need during the Five-Year Strategic Plan.

Identified Feasible Priorities Based on Survey:

- Veteran Programs
- Transportation infrastructure improvements
- Job creation/retention
- Youth centers/Youth activities
- Neighborhood Clean up
- Literacy Programs
- Health care
- Health care services
- Senior Center programs/activities

Identified Feasible Priorities Based on Needs and Urgency:

- Neighborhood Improvements
- Job training
- Water system Improvements in OTS
- Drainage Improvements in OTS
- Lighting Improvements in OTS
- Street Improvements
- Youth training program
- Youth recreation program
- Veteran services

2.

Funding Future

One of the main obstacles to meeting community needs is inadequate resources for programs. The decline in resources across sectors, including government agencies and foundations, due to the economic downturn has negatively impacted the quantity and quality of housing and community development services. Although federal stimulus funding helps mitigate this trend to some extent, resources for these programs will likely be limited for the near future.

Other obstacles to meeting underserved include:

- a) Insufficient resources to meet all of the legitimate and eligible needs identified.
- b) Private ownership of incompatible land uses within the revitalization area.
- c) Public ownership of the water system in the Revitalization area by another municipality.
- d) Environmental issues related to the location of Grand Avenue, the railroad, and Luke Airforce Base.

Lead-based Paint (91.215 (g))

1. Estimate the number of housing units that contain lead-based paint hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low-income, low-income, and moderate-income families.
2. Outline actions proposed or being taken to evaluate and reduce lead-based paint hazards and describe how lead based paint hazards will be integrated into housing policies and programs, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

5 Year Strategic Plan Lead-based Paint response:

1.

Assessment of the outside parameters of lead paint hazard for the City of Surprise has been calculated in the chart below utilizing data from the 2000 Census applied to the findings of a national study titled 'The prevalence of Lead Based Paint Hazards in U.S. Housing.'

Table 2:

Sample	Region	Surprise	Prevalence		Surprise	
			Sample	%w/hazards	Owner	Renter
Western Region			Western region	15%		
Owner renter split			Construction year			
Owner	69	88%	1978+w/hazards	3%	302	33
Renter	30	12%	1960-1977	8%	63	28
In poverty	14%	8.70%	1940-1959	43%	53	24
Income			Before 1940	69%	19	0
0-\$19,999	20%		Tenure			
\$20-39,999	27%		Owner	23%	437	
\$40-+	44%		Renter	30%		84
Calculations are derived from 2000 Census based on findings of "The prevalence of Lead Based Paint Hazards in U.S Housing" October 2002.			In poverty	38%	166	32
			W/children	25%	109	21

The Arizona Department of Health Services maintains records on the number of children reported to have elevated blood levels from any source. Since the year 2008 - 2014, sixty-seven (67) children have tested positive for elevated levels of lead in the bloodstream. During that time, two of the tests resulted in environmental investigations at the home. Neither of the home investigations revealed an apparent source for the lead.

2.

Housing units assisted under any and all programs covered under this Consolidated Plan are inspected and/or tested prior to assistance as follows:

- a. The Housing Authority of Maricopa County inspects all rental units prior to occupancy by households who have Housing Choice Vouchers. For

units built before 1978, chipped or peeling paint must be removed prior to occupancy.

- b. For units built before 1978, chipped or peeling paint must be removed prior to occupancy. Renter and owner-occupied units built before 1978 that are being rehabilitated with CDBG or HOME funds must be professionally assessed and abated as part of the assisted contract.**
- c. Lead-based paint is not allowed or sold for residential construction after 1978. Newly constructed single-family or multifamily residences assisted with funding from the covered grants will be free of lead paint hazards.**

HOUSING

Housing Needs (91.205)

*Please also refer to the Housing Needs Table in the Needs.xls workbook

1. Describe the estimated housing needs projected for the next five year period for the following categories of persons: extremely low-income, low-income, moderate-income, and middle-income families, renters and owners, elderly persons, persons with disabilities, including persons with HIV/AIDS and their families, single persons, large families, public housing residents, victims of domestic violence, families on the public housing and section 8 tenant-based waiting list, and discuss specific housing problems, including: cost-burden, severe cost-burden, substandard housing, and overcrowding (especially large families).
2. To the extent that any racial or ethnic group has a disproportionately greater need for any income category in comparison to the needs of that category as a whole, the jurisdiction must complete an assessment of that specific need. For this purpose, disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least ten percentage points higher than the percentage of persons in the category as a whole.

5 Year Strategic Plan Housing Needs response:

Effective July 1, 2006, City of Surprise became a member of the Maricopa HOME Consortium through an Intergovernmental Agreement. Federal regulations (24 CFR 91.405) require that housing needs assessment(s) be consolidated for the entire Consortium Service Area. See the 2015-2019 Consolidated Plan for the Maricopa HOME Consortium. The City of Surprise has listed Affordable Housing Opportunities as a high priority through the Consolidated Plan Amendment process for the Annual Action Plan 4 2017-2018

Priority Housing Needs (91.215 (b))

1. Identify the priority housing needs and activities in accordance with the categories specified in the Housing Needs Table (formerly Table 2A). These categories correspond with special tabulations of U.S. census data provided by HUD for the preparation of the Consolidated Plan.
2. Provide an analysis of how the characteristics of the housing market and the

severity of housing problems and needs of each category of residents provided the basis for determining the relative priority of each priority housing need category.

Note: Family and income types may be grouped in the case of closely related categories of residents where the analysis would apply to more than one family or income type.

3. Describe the basis for assigning the priority given to each category of priority needs.
4. Identify any obstacles to meeting underserved needs.
5. Year Strategic Plan Priority Housing Needs response:

Effective July 1, 2006, the City of Surprise became a member of the Maricopa HOME Consortium through an Intergovernmental Agreement. Federal regulations (24 CFR 91.405) require that housing needs assessments be consolidated for the entire Consortium Service Area. See the 2015-2019 Consolidated Plan for the Maricopa HOME Consortium. The City of Surprise has listed Affordable Housing Opportunities as a high priority through the Consolidated Plan Amendment process for the Annual Action Plan Year 3 2017-2018 and Annual Action Plan Year 4 2018-2019.

Housing Market Analysis (91.210)

*Please also refer to the Housing Market Analysis Table in the Needs.xls workbook

1. Based on information available to the jurisdiction, describe the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing; the housing stock available to serve persons with disabilities; and to serve persons with HIV/AIDS and their families. Data on the housing market should include, to the extent information is available, an estimate of the number of vacant or abandoned buildings and whether units in these buildings are suitable for rehabilitation.
2. Describe the number and targeting (income level and type of household served) of units currently assisted by local, state, or federally funded programs, and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason, (i.e. expiration of Section 8 contracts).
3. Indicate how the characteristics of the housing market will influence the use of funds made available for rental assistance, production of new units, rehabilitation of old units, or acquisition of existing units. Please note, the goal of affordable housing is not met by beds in nursing homes.

5 Year Strategic Plan Housing Market Analysis responses:

Effective July 1, 2006, the City of Surprise became a member of the Maricopa HOME Consortium through an Intergovernmental Agreement. Federal regulations (24 CFR 91.405) require that housing needs assessments be consolidated for the entire Consortium Service Area. See the 2015-2019 Consolidated Plan for the Maricopa HOME Consortium. The City of Surprise has listed Affordable Housing Opportunities as a high priority through the Consolidated Plan Amendment process for the Annual Action Plan Year 3 2017-2018 and Annual Action Plan Year 4 2018-2019.

Specific Housing Objectives (91.215 (b))

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve over a specified time period.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.

5 Year Strategic Plan Specific Housing Objectives response:

Specific Housing Objectives for the period of the Consolidated Plan include:

Table 3: National Objective met by: <i>Providing decent housing.</i>			
Desired outcome: <i>An increase in the number of quality affordable units.</i>			
Need to be addressed/ From the Needs Assessment	Goal to address high and medium priority needs	Activity and General Location	Anticipated sources of funding
Quality owner-occupied housing	Increase the quality of owner-occupied housing in older neighborhoods	Major and Minor Housing rehabilitation to low- and moderate-income households primarily located in the Original Townsite Area.	CDBG, HOME, Private loans and Owners' funds
Quality owner-occupied housing	Increase the availability of affordable owner-occupied housing	Support to the development of housing and neighborhoods by Habitat for Humanity.	Private financing, Sweat equity, HOME funds, and NSP Program
Quality owner-occupied housing	Preserve habitability of owner-occupied housing	Emergency repair assistance.	CDBG Funds, HOME Funds
Affordable rental housing	Increase the supply of affordable rental housing	Acquisition/ rehabilitation assistance to preserve units affordable to low- and moderate-income renters as opportunities are presented by nonprofit housing providers.	HOME, CDBG funds, affordable housing bonds, private financing

Affordable rental housing	Increase the supply of affordable rental housing	Acquisition/ new development assistance to add to the number of units affordable to low- and moderate-income renters.	HOME, CDBG funds Affordable housing bonds, Private financing, Low Income Housing Tax Credits
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See the chart below for the performance measures for the above objectives.

Five-year Goals for Housing

Table 4: Priority Housing Needs (Households)		Priority		Unmet Need
Renter	Small Related	0-30%	H	270
		31-50%	H	251
		51-80%	M	348
	Large Related	0-30%	H	72
		31-50%	H	79
		51-80%	H	81
	Elderly	0-30%	H	108
		31-50%	H	167
		51-80%	M	137
	All Other	0-30%	H	261
		31-50%	H	242
		51-80%	M	319
Owner	Small Related	0-30%	M	128
		31-50%	H	157
		51-80%	H	347
	Large Related	0-30%	M	46
		31-50%	H	69
		51-80%	H	107
	Elderly	0-30%	H	219
		31-50%	H	283
		51-80%	H	296
	All Other	0-30%	M	110
		31-50%	H	77
		51-80%	H	179
Non-Homeless Special needs	Elderly	0-80%	H	126
	Frail Elderly	0-80%	H	168
	Severe Mental Illness	0-80%	H	165

	Physical Disability	0-80%	M	53
	Developmental Disability	0-80%	M	105
	Alcohol/Drug Abuse	0-80%	H	96
	HIV/AIDS	0-80%	M	15
	Victims of Domestic Violence	0-80%	H	45

Table 5: Priority Needs	5-YR. Goal Plan/Act	Year 1 Goal Plan/Act	Year 2 Goal Plan/Act	Year 3 Goal Plan/Act	Year 4 Goal Plan/Act	Year 5 Goal Plan/Act
Renters	119	24	24	24	24	24
0-30%	33	7	7	7	7	7
31-50%	17	3	3	3	3	3
51-80%	69	14	14	14	14	14
owners	135	27	27	27	27	27
0-30%	40	8	8	8	8	8
31-50%	56	11	11	11	11	11
51-80%	39	8	8	8	8	8
Homeless						
Individuals	0	0	0	0	0	0
Families	0	0	0	0	0	0
Non-Homeless Special Needs						
Elderly	64	13	13	13	13	13
Frail Elderly	23	5	5	5	5	5
Severe Mental Illness	4	1	1	1	1	1
Physical Disability	18	4	4	4	4	4
Developmental Disability	13	3	3	3	3	3
Alcohol/Drug Abuse	5	1	1	1	1	1
HIV/AIDS	2	0	0	0	0	0
Victims of Domestic Violence	5	1	1	1	1	1
Total	134	27	27	27	27	27

The above two tables are derived from the Maricopa Consortium Consolidated Plan for 2015-19. The estimated number of people in Surprise for each need category is determined by multiplying the category's county population by the percentage of Surprise population that is in the Maricopa County- 3%. The estimated number are derived from 2007 – 2011 CHAS runs extrapolated to 2011.

Table 6: Priority Needs	5-YR. Goal Plan/Act	Year 1 Goal Plan/Act	Year 2 Goal Plan/Act	Year 3 Goal Plan/Act	Year 4 Goal Plan/Act	Year 5 Goal Plan/Act
CDBG						
Acquisition of existing rental units						
Production of new rental units						
Rehabilitation of existing rental units						
Rental assistance						
Acquisition of existing owner units						
Production of new owner units						
Rehabilitation of existing owner units	74	24	10	10	15	15
Homeownership assistance						
HOME						
Acquisition of existing rental units						
Production of new rental units						
Rehabilitation of existing rental units						
Rental assistance						
Acquisition of existing owner units						
Production of new owner units						
Rehabilitation of existing owner units	15	3	3	3	3	3
Homeownership assistance						
HOPWA						
Rental assistance						
Short term rent/mortgage utility payments						
Facility based housing development	City of Surprise does not receive HOPWA funding					
Facility based housing operations						
Supportive Services						
Other						
NSP						
Production of new owner units	2	1	1	-	N/A	N/A
Homeownership assistance	24	8	8	8	N/A	N/A

Surprise is not eligible for funding for Housing Opportunities for People with AIDS and does not track housing assistance or set housing goals for persons with AIDS separate from housing assistance for persons with other disabilities. Section 8 regulations do not authorize the collection of this information.

The goals listed in the chart above continue services and levels of service that have been provided in the past under operating agreements with Maricopa County Community Development, the Housing Authority of Maricopa and nonprofit housing providers.

2.

Resources anticipated to address these objectives include:

1. HUD funding

- a. Community Development Block Grants**
- b. HOME Investment Partnerships funds**
- c. Neighborhood Stabilization Program (NSP)**
- d. Housing Choice Vouchers**

2. Low Income Housing Tax Credits issued through the state.

3. State and County IDA funding from

- a. Multifamily**
- b. Single-Family bonds**
- c. Mortgage Credit Certificates**

4. Private funding

- a. Family Self-sufficiency escrow accounts**
- b. IDEA grants**
- c. Individual Development Accounts**
- d. Unrestricted funds leveraged and matched by nonprofit housing providers**
- e. Subsidized and unsubsidized private investments by private investors**

Needs of Public Housing (91.210 (b))

In cooperation with the public housing agency or agencies located within its boundaries, describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries (i.e. assessment of needs of tenants and applicants on waiting list for accessible units as required by 24 CFR 8.25). The public housing agency and jurisdiction can use the optional Priority Public Housing Needs Table (formerly Table 4) of the Consolidated Plan to identify priority public housing needs to assist in this process.

5 Year Strategic Plan Needs of Public Housing response:

The Housing Authority of Maricopa County (HAMC) administers the public housing and Section 8 subsidized housing programs for City of Surprise. Surprise' housing activities are planned and reported through the Maricopa Consortium Plan. See the 2015-2019 Consolidated Plan for the Maricopa HOME Consortium for more information.

Public Housing Strategy (91.210)

1. Describe the public housing agency's strategy to serve the needs of extremely low-income, low-income, and moderate-income families residing in the jurisdiction served by the public housing agency (including families on the public housing and section 8 tenant-based waiting list), the public housing agency's strategy for addressing the revitalization and restoration needs of public housing projects within the jurisdiction and improving the management and operation of such public housing, and the public housing agency's strategy for improving the

living environment of extremely low-income, low-income, and moderate families residing in public housing.

2. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake to encourage public housing residents to become more involved in management and participate in homeownership. (NAHA Sec. 105 (b)(11) and (91.215 (k))
3. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation. (NAHA Sec. 105 (g))

5 Year Strategic Plan Public Housing Strategy response:

- 1. Not Applicable**
- 2. Not Applicable**
- 3. HAMC is not designated as a "troubled agency."**

Barriers to Affordable Housing (91.210 (e) and 91.215 (f))

1. Explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing are affected by public policies, particularly those of the local jurisdiction. Such policies include tax policy affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and policies that affect the return on residential investment.
2. Describe the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, except that, if a State requires a unit of general local government to submit a regulatory barrier assessment that is substantially equivalent to the information required under this part, as determined by HUD, the unit of general local government may submit that assessment to HUD and it shall be considered to have complied with this requirement.;

5 Year Strategic Plan Barriers to Affordable Housing response:

- 1.**
While the city's housing supply is large enough to meet demand, there is a significant disconnect between the supply of housing units and the location, price, and quality of the housing units. The housing stock has been growing and stands at 52,384 units as of 2013. This includes single-family units, multi-family units and mobile homes. An average of 2511 units has been built each year from 2008 through 2013. The average household size is now 2.75. More than half of Surprise's housing stock was built after 2000.

The City of Surprise is recognized for its affordability. First time homebuyers have been able to purchase quality homes in master planned neighborhoods due to affordable pricing and homebuyer assistance programs. Monitoring housing affordability as the city matures will be important. The key is to ensure the widest range of housing supply possible to meet the needs of a growing city including low- and moderate-income households.

The main contributors to the cost of housing in Surprise are:

- **The cost of vacant land and built residential property.**
- **The lack of a supply of land available for residential development outside of master-planned communities.**
- **The lack of supply of a variety of housing.**
- **The lack of available credit for low- and moderate-income persons.**

The growth of Surprise over the last 15 years can only be described as extreme. Much of this development has been in master-planned subdivisions with high amenities and innovative development patterns. The city's development standards are strict enough to support long-term neighborhood quality in the intense Arizona sun. The result has been rapid increases in the cost of housing that has been exacerbated by the recent run-up in the value of resale housing in all of Maricopa County.

The following table, although not required, documents the city's standing pursuant to the April 21, 2004 Federal Register Notice on the Affordable Communities Initiative.

America's Affordable Communities Initiative	U.S. Department of Housing and Urban Development	OMB approval no. 2535-0120 (exp. 11/30/2014)
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Public reporting burden for this collection of information is estimated to average 3 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for encourage applicants to pursue and promote efforts to remove regulatory barriers to affordable housing. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Questionnaire for HUD's Initiative on Removal of Regulatory Barriers

Part A. Local Jurisdictions. Counties Exercising Land Use and Building Regulatory Authority and Other Applicants Applying for Projects Located in such Jurisdictions or Counties

	1	2
1. Does your jurisdiction's comprehensive plan (or in the case of a tribe or TDHE, a local Indian Housing Plan) include a "housing element? A local comprehensive plan means the adopted official statement of a legislative body of a local government that sets forth (in words, maps, illustrations, and/or tables) goals, policies, and guidelines intended to direct the present and future physical, social, and economic development that occurs within its planning jurisdiction and that includes a unified physical plan for the public development of land and water. If your jurisdiction does not have a local comprehensive plan with a "housing element," please enter no. If no, skip to question # 4.	☐ No	☒ Yes
2. If your jurisdiction has a comprehensive plan with a housing element, does the plan provide estimates of current and anticipated housing needs, taking into account the anticipated growth of the region, for existing and future residents, including low, moderate and middle income families, for at least the next five years?	☒ No	☐ Yes

3. Does your zoning ordinance and map, development and subdivision regulations or other land use controls conform to the jurisdiction's comprehensive plan regarding housing needs by providing: a) sufficient land use and density categories (multifamily housing, duplexes, small lot homes and other similar elements); and, b) sufficient land zoned or mapped "as of right" in these categories, that can permit the building of affordable housing addressing the needs identified in the plan? (For purposes of this notice, "as-of-right," as applied to zoning, means uses and development standards that are determined in advance and specifically authorized by the zoning ordinance. The ordinance is largely self-enforcing because little or no discretion occurs in its administration.). If the jurisdiction has chosen not to have either zoning, or other development controls that have varying standards based upon districts or zones, the applicant may also enter yes.	☐ No	☒ Yes
4. Does your jurisdiction's zoning ordinance set minimum building size requirements that exceed the local housing or health code or is otherwise not based upon explicit health standards?	☐ Yes	☒ No
5. If your jurisdiction has development impact fees, are the fees specified and calculated under local or state statutory criteria? If no, skip to question #7. Alternatively, if your jurisdiction does not have impact fees, you may enter yes.	☐ No	☒ Yes
6. If yes to question #5, does the statute provide criteria that sets standards for the allowable type of capital investments that have a direct relationship between the fee and the development (nexus), and a method for fee calculation?	☐ No	☒ Yes
7. If your jurisdiction has impact or other significant fees, does the jurisdiction provide waivers of these fees for affordable housing?	☒ No	☐ Yes
8. Has your jurisdiction adopted specific building code language regarding housing rehabilitation that encourages such rehabilitation through graduated regulatory requirements applicable as different levels of work are performed in existing buildings? Such code language increases regulatory requirements (the additional improvements required as a matter of regulatory policy) in proportion to the extent of rehabilitation that an owner/developer chooses to do on a voluntary basis. For further information see HUD publication: "Smart Codes in Your Community: A Guide to Building Rehabilitation Codes" (www.huduser.org/publications/destech/smartcodes.html)	☒ No	☐ Yes
9. Does your jurisdiction use a recent version (i.e. published within the last 5 years or, if no recent version has been published, the last version published) of one of the nationally recognized model building codes (i.e. the International Code Council (ICC), the Building Officials and Code Administrators International (BOCA), the Southern Building Code Congress International (SBCI), the International Conference of Building Officials (ICBO), the National Fire Protection Association (NFPA)) without significant technical amendment or modification. In the case of a tribe or TDHE, has a recent version of one of the model	☐ No	☒ Yes

building codes as described above been adopted or, alternatively, has the tribe or TDHE adopted a building code that is substantially equivalent to one or more of the recognized model building codes? Alternatively, if a significant technical amendment has been made to the above model codes, can the jurisdiction supply supporting data that the amendments do not negatively impact affordability.		
10. Does your jurisdiction's zoning ordinance or land use regulations permit manufactured (HUD-Code) housing "as of right" in all residential districts and zoning classifications in which similar site-built housing is permitted, subject to design, density, building size, foundation requirements, and other similar requirements applicable to other housing that will be deemed realty, irrespective of the method of production?	☒ No	☐ Yes
11. Within the past five years, has a jurisdiction official (i.e., chief executive, mayor, county chairman, city manager, administrator, or a tribally recognized official, etc.), the local legislative body, or planning commission, directly, or in partnership with major private or public stakeholders, convened or funded comprehensive studies, commissions, or hearings, or has the jurisdiction established a formal ongoing process, to review the rules, regulations, development standards, and processes of the jurisdiction to assess their impact on the supply of affordable housing?	☒ No	☐ Yes
12. *Within the past five years, has the jurisdiction initiated major regulatory reforms either as a result of the above study or as a result of information identified in the barrier component of the jurisdiction's "HUD Consolidated Plan?" If yes, attach a brief list of these major regulatory reforms.	☐ No	☒ Yes
13. Within the past five years has your jurisdiction modified infrastructure standards and/or authorized the use of new infrastructure technologies (e.g. water, sewer, street width) to significantly reduce the cost of housing?	☒ No	☐ Yes
14. Does your jurisdiction give "as-of-right" density bonuses sufficient to offset the cost of building below market units as an incentive for any market rate residential development that includes a portion of affordable housing? (As applied to density bonuses, "as of right" means a density bonus granted for a fixed percentage or number of additional market rate dwelling units in exchange for the provision of a fixed number or percentage of affordable dwelling units and without the use of discretion in determining the number of additional market rate units.)	☒ No	☐ Yes
15. Has your jurisdiction established a single, consolidated permit application process for housing development that includes building, zoning, engineering, environmental, and related permits? Alternatively, does your jurisdiction conduct concurrent, not sequential, reviews for all required permits and approvals?	☐ No	☒ Yes

16. Does your jurisdiction provide for expedited or "fast track" permitting and approvals for all affordable housing projects in your community?	☒ No	☐ Yes
17. Has your jurisdiction established time limits for government review and approval or disapproval of development permits in which failure to act, after the application is deemed complete, by the government within the designated time period, results in automatic approval?	☒ No	☐ Yes
18. Does your jurisdiction allow "accessory apartments" either as: a) a special exception or conditional use in all single-family residential zones or, b) "as of right" in a majority of residential districts otherwise zoned for single-family housing?	☒ No	☐ Yes
19. Does your jurisdiction have an explicit policy that adjusts or waives existing parking requirements for all affordable housing developments?	☒ No	☐ Yes
20. Does your jurisdiction require affordable housing projects to undergo public review or special hearings when the project is otherwise in full compliance with the zoning ordinance and other development regulations?	☐ Yes	☒ No
Total Points:	10	10

The questions above indicate that the city has reviewed policies and procedures and removed potential barriers when possible. The only barriers in the city that remain on the form above are due to their significant legal or financial costs.

2.

The City of Surprise has an active strategy to promote homeownership and the preservation and management of existing residential property. To offset the increasing cost of housing in the private market, the city has undertaken a number of strategies to preserve and develop new affordable housing. These strategies include:

1. The use of general funds and HOME funds for the preservation of existing affordable owner-occupied housing.
2. Support of for-profit and nonprofit developers in the construction of Tax Credit assisted rental housing for families and seniors.
3. Development of Original Townsite Revitalization Plan which has already resulted in public investment in community facilities and infill construction of mixed income owner-occupied homes.

HOMELESS

Homeless Needs (91.205 (b) and 91.215 (c))

*Please also refer to the Homeless Needs Table in the Needs.xls workbook

Homeless Needs— The jurisdiction must provide a concise summary of the nature and extent of homelessness in the jurisdiction, (including rural homelessness and chronic homelessness where applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations, in accordance with Table 1A. The summary must include the characteristics and needs of low-income individuals and children, (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, to the extent information is available, the plan must include a description of the nature and extent of homelessness by racial and ethnic group. A quantitative analysis is not required. If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates.

5 Year Strategic Plan Homeless Needs response:

City of Surprise' homeless needs and activities are planned and reported through the Maricopa Consortium Plan. See the 2015-2019 Consolidated Plan for the Maricopa HOME Consortium for a complete description of these activities. Additional information is provided below.

The Maricopa Association of Governments Continuum of Care Subcommittee (MAG CoC) is the regional body that manages the collaborative efforts of communities and agencies in Maricopa County to plan for the needs of the homeless and access federal funding on behalf of agencies organized to address those needs. According to the '*Regional Plan to End Homelessness*' published by MAG CoC in March 2009, there are no homeless persons in the city (*Table 7*). However, the city did a Point in Time Homeless Street Count in January 2018 in conjunction with MAG and interviewed 39 homeless persons. The city will continue to do a periodic assessment of any new homeless person cases in the city and will act accordingly to mitigate the problems.

Table 7: Homeless Street Count

2011 Homeless Street Count Municipal Summary Data

*All counts were conducted on Tuesday, January 25, 2011.



Continuum of Care
Regional Committee
on Homelessness

	Non-Chronically Homeless Male	Non-Chronically Homeless Female	Non-Chronically Homeless Male/Veteran	Non-Chronically Homeless Female/Veteran	Chronically Homeless Male	Chronically Homeless Female	Chronically Homeless Male/Veteran	Chronically Homeless Female/Veteran	Persons in Families Adult Women**	Persons in Families Adult Men	Families Adult Male/Veteran	Families Adult Female/Veteran	Persons in Families Children	Male Youth On Own	Female Youth On Own	2011 Municipal Total	2010 Municipal Total	Percent Change, NC=No Change
MAG Region Totals																		
Avondale	0	0	0	0	7	3	1	0	0	0	0	0	0	0	0	11	20	-45%
Buckeye	11	3	1	0	1	1	2	0	0	0	0	0	0	0	0	19	15	27%
Carefree	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Cave Creek	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	200%
Chandler	14	1	0	0	42	5	1	0	1	0	0	0	1	0	0	65	12	442%
El Mirage	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2	3	-33%
Fountain Hills	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Gila Bend	2	1	0	0	8	1	1	1	0	0	0	0	0	0	0	14	12	17%
Gilbert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-100%
Glendale	9	5	1	0	16	6	5	0	0	0	0	0	0	0	0	42	28	50%
Goodyear	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4	17	-76%
Guadalupe	52	1	0	0	5	0	0	0	0	0	0	0	0	0	0	58	80	-28%
Litchfield Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Mesa	9	2	1	0	60	18	12	0	0	0	0	0	0	0	0	102	461	-78%
Paradise Valley	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Peoria	4	0	2	0	7	0	5	0	0	0	0	0	0	0	0	18	20	-10%
Phoenix	424	118	83	22	302	60	58	24	1	3	0	0	2	42	20	1159	1750	-34%
Queen Creek	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	8	38%
Scottsdale	57	7	1	0	38	12	3	0	0	0	0	0	0	1	0	119	126	-6%
Sun City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Surprise	4	0	2	0	5	0	0	0	0	0	0	0	0	0	0	11	18	-39%
Tempe	23	9	2	0	50	13	15	0	0	0	0	0	0	0	0	112	155	-28%
Tolleson	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	-100%
Wickenburg	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Youngtown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NC
Municipal Total	622	148	96	23	542	119	103	25	2	3	0	0	3	43	20	1749	2729	-36%

Priority Homeless Needs

- Using the results of the Continuum of Care planning process, identify the jurisdiction's homeless and homeless prevention priorities specified in Table 1A, the Homeless and Special Needs Populations Chart. The description of the jurisdiction's choice of priority needs and allocation priorities must be based on reliable data meeting HUD standards and should reflect the required consultation with homeless assistance providers, homeless persons, and other concerned citizens regarding the needs of homeless families with children and individuals. The jurisdiction must provide an analysis of how the needs of each category of residents provided the basis for determining the relative priority of each priority homeless need category. A separate brief narrative should be directed to addressing gaps in services and housing for the sheltered and unsheltered chronic homeless.
- A community should give a high priority to chronically homeless persons, where the jurisdiction identifies sheltered and unsheltered chronic homeless persons in its Homeless Needs Table - Homeless Populations and Subpopulations.

5 Year Strategic Plan Priority Homeless Needs response:

Priority Homeless Needs

The needs chart below is developed directly from the '*Regional Plan to End Homelessness*' published by MAG CoC in March 2009.

Table 8 Part 1: Homeless Population		Sheltered		Un-sheltered	Total
		Emergency	Transitional		
1. Homeless Individuals		0	0	0	0
2. Homeless Families with Children		0	0	0	0
2a. Persons in Homeless with Children Families		0	0	0	0
Total (lines 1 + 2a)		0	0	0	0
Part 2: Homeless Subpopulations		Sheltered		Un-sheltered	Total
1. Chronically Homeless		0	0	0	0
2. Severely Mentally Ill		0			
3. Chronic Substance Abuse		0			
4. Veterans		0			
5. Persons with HIV/AIDS					
6. Victims of Domestic Violence		0			
7. Youth (Under 18 years of age)					

Source: "*Regional Plan to End Homelessness*", MAG CoC, March 2009.

The definitions used for emergency and transitional housing:

Emergency Shelter means any facility with the primary purpose of providing temporary housing for homeless people.

Transitional Housing means any facility that has the goal of facilitating the movement of homeless people to permanent housing within 24 months.

Homeless Inventory (91.210 (c))

The jurisdiction shall provide a concise summary of the existing facilities and services (including a brief inventory) that assist homeless persons and families with children and subpopulations identified in Table 1A. These include outreach and assessment, emergency shelters and services, transitional housing, permanent supportive housing, access to permanent housing, and activities to prevent low-income individuals and families with children (especially extremely low-income) from becoming homeless. The jurisdiction can use the optional Continuum of Care Housing Activity Chart and Service Activity Chart to meet this requirement.

5 Year Strategic Plan Homeless Inventory response:

The Table below documents the inventory of beds in the County from the Update to the MAG Continuum of Care Plan to End Homelessness and the inventory of beds in Surprise from local records.

Table 8 Inventory/Beds	Shelter	Transitional	Permanent Supportive
Maricopa County			
Total	2694	2999	2523
Surprise			
Eve's Place	10 beds		
Catholic Charities		3 units	
Central AZ Shelter Services	1260 nights		
Surprise Total	10 beds	3 units	50 units

Homeless Strategic Plan (91.215 (c))

1. Homelessness— Describe the jurisdiction's strategy for developing a system to address homelessness and the priority needs of homeless persons and families (including the subpopulations identified in the needs section). The jurisdiction's strategy must consider the housing and supportive services needed in each stage of the process which includes preventing homelessness, outreach/assessment, emergency shelters and services, transitional housing, and helping homeless persons (especially any persons that are chronically homeless) make the transition to permanent housing and independent living. The jurisdiction must also describe its strategy for helping extremely low- and low-income individuals and families who are at imminent risk of becoming homeless.
2. Chronic homelessness—Describe the jurisdiction's strategy for eliminating chronic homelessness by 2019. This should include the strategy for helping homeless persons make the transition to permanent housing and independent living. This strategy should, to the maximum extent feasible, be coordinated with the strategy presented Exhibit 1 of the Continuum of Care (CoC) application and any other strategy or plan to eliminate chronic homelessness. Also describe, in a narrative, relationships and efforts to coordinate the Conplan, CoC, and any other strategy or plan to address chronic homelessness.
3. Homelessness Prevention—Describe the jurisdiction's strategy to help prevent homelessness for individuals and families with children who are at imminent risk of becoming homeless.
4. Institutional Structure—Briefly describe the institutional structure, including private industry, nonprofit organizations, and public institutions, through which the jurisdiction will carry out its homelessness strategy.
5. Discharge Coordination Policy—Every jurisdiction receiving McKinney-Vento Homeless Assistance Act Emergency Shelter Grant (ESG), Supportive Housing, Shelter Plus Care, or Section 8 SRO Program funds must develop and implement a Discharge Coordination Policy, to the maximum extent practicable. Such a policy should include "policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons." The jurisdiction should describe its planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how

the community will move toward such a policy.

5 Year Homeless Strategic Plan response:

Since no homeless persons are reported from the above Table1A, but 2 persons were identified. The city will continue to do a periodic assessment of any new homeless person cases in the city and will act accordingly to mitigate the problem.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

5 Year Strategic Plan ESG response:

This section is not applicable to this plan. Surprise does not receive Emergency Shelter Grant funding.

COMMUNITY DEVELOPMENT

Community Development (91.215 (e))

*Please also refer to the Community Development Table in the Needs.xls workbook

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), – i.e., public facilities, public improvements, public services and economic development.
2. Describe the basis for assigning the priority given to each category of priority needs.
3. Identify any obstacles to meeting underserved needs.
4. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

NOTE: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

5 Year Strategic Plan Community Development response:

1.

Based on feedback from citizens, city staff, CDBG and Planning and Zoning Commission members, five priority needs have been identified for implementation under the CDBG funding that will benefit low- to moderate-income persons in the City of Surprise. They are:

- a) Youth, Senior and Veteran Programs,
- b) Job training programs for residents in Surprise with focus on the OTS,
- c) Water system improvements in the OTS,
- d) Lighting improvements in the OTS,
- e) City wide housing rehabilitation, and.
- f) Public Service Activities through nonprofit agency(s). Fifteen percent of the allotted PY 2015 funding will be delineated for this activity.

These projects are designated high priority in the following table. For the first time, the city will aim funds at public services and consider economic development activities per the public response that the city received from the survey as part of public participation process. Fifteen percentage of the allotted CDBG funding will be set aside for public service activities. The CDBG funds will be targeted to the Original Townsite Area under the area benefit caveat as this is the only place in the city with a census tract where majority of the population is either low or moderate income.

City of Surprise will transfer Program Income in the amount of \$1,130,633 from the Neighborhood Stabilization Program (NSP) into the CDBG program for the Annual Action Plan 3 2017-18. This transfer of funds constitutes a Consolidated Plan Amendment. The funding breakdown is listed below in Table 9.

Table 9:

Program year	Projects	Public Services (15% max.)	Administrative functions (20% max.)	Carried Over CDBG Funds	Total
2015-16	\$551,309	\$82,696	\$110,261	\$551,177	\$1,102,486
2016-17	\$358,352	\$82,696	\$110,261	-	\$551,309
2017-18	\$415,064	\$95,784	\$127,712	-	\$638,560
2017-18 Transfer	\$1,017,570	\$N/A	\$113,063	-	\$1,130,633
2018-19	\$415,064	\$95,784	\$127,712	-	\$638,560
2019-20	\$415,064	\$95,784	\$127,712	-	\$638,560

Below is the community development needs table based on funding projections and prioritized needs for the next five years:

Table 10: Community Development Needs		Needs	Priorit y Need: H, M, L	Dollars to Address- Specifically planned for this Strategic Plan	Plan to Fund? Y/N	Fund Source	Objective	Outcome
Public Fac/Improvements	03 Public Facilities and Improvements (General) 570.2011	Yes - 5 Years	H	\$1,017,570	Y	CDBG	Suitable Living Environment	Sustain-ability
	03F Parks, Recreational Facilities 570.2011	Yes	L		N	CDBG	Suitable Living Environment	Sustain-ability
	03J Water/Sewer Improvements 570.2011	Yes	H	1,369,000	Y	CDBG	Suitable Living Environment	Sustain-ability
	03K Street Improvements 570.2011	Yes- Jerry Street Year 1 and 2	H	\$141,250	Y	CDBG/other	Suitable Living Environment /Economic Dev.	Sustain-ability
	03I Flood Drain Improvements 570.2011	Yes 3 locations	H	\$100,000	Y	CDBG	Suitable Living Environment	Sustain-ability
	03O Fire Stations/Equipment 570.2011	No	L		Y	General	Suitable Living Environment	Sustain-ability
	03A Senior Centers 570.2011	Yes	H	\$50,000	Y	General	Suitable Living Environment	Sustain-ability
	03B Handicapped Centers 570.2011	Yes	L	\$10,000	N	CDBG/other	Suitable Living Environment	Sustain-ability
	03C Homeless Facilities 570.2011	Yes	H	\$10,000	Y	CDBG	Suitable Living Environment	Sustain-ability
	03D Youth Centers 570.2011	Yes	H	\$26,000	Y	CDBG	Suitable Living Environment	Sustain-ability
	03P Health Facilities 570.2011	Yes	H		N	Unknown	Suitable Living Environment	Sustain-ability
	05 Public Services (General) 570.201(e)	Yes; 5 Years	H	\$419,331	Y	CDBG	Suitable Living Environment	Sustain-ability
	05A Senior Services 570.201(e)	Yes	H		Y	CDBG	Suitable Living Environment	Sustain-ability
Public Services	05B Handicapped Services 570.201(e)	Yes	H		Y	General	Suitable Living Environment	Sustain-ability
	05D Youth Services 570.201(e)	Yes; Year1-5	H	\$270,498	Y	CDBG/other	Suitable Living Environment /Economic Dev.	Sustain-ability
	05E Transportation Services 570.201(e)	Yes	H		Y	General	Suitable Living Environment	Sustain-ability

05G Battered and Abused Spouses 570.201(e)		Yes	H		Y	CDBG	Suitable Living Environment	Sustain-ability
05H Employment Training 570.201(e)		Yes	H		Y	CDBG	Suitable Living Environment	Sustain-ability
05J Fair Housing Activities (if CDBG, then subject to 570.201(e))		Yes	H	\$15,000	Y	CDBG	Suitable Living Environment	Sustain-ability
05M Health Services 570.201(e)		Yes	H		Y	Other	Suitable Living Environment	Sustain-ability
05N Abused and Neglected Children 570.201(e)		Yes	H		Y	CDBG	Suitable Living Environment	Sustain-ability
05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201(e)		Yes	M		Y	CDBG/HOME	Suitable Living Environment	Sustain-ability
05Q Subsistence Payments 570.204 (Temporary)		Yes	H			General	Suitable Living Environment	Sustain-ability
05S Rental Housing Subsidies (if HOME, not part of 5% 570.204		Yes	H		N	Section 8 Vouchers	Suitable Living Environment	Sustain-ability
05T Security Deposits (if HOME, not part of 5% Admin c		Yes	H		Y	Private	Suitable Living Environment	Sustain-ability
13 Direct Homeownership Assistance 570.201(n)		Yes	H		Y	HOME/NSP	Decent Housing	Affordability
14A Rehab; Single-Unit Residential 570.202	Yes; 25 homes; Year 1-5	H	\$667,250	Y	CDBG/HOME /other	Decent Housing	Affordability	
14B Rehab; Multi-Unit Residential 570.202	Yes	H		Y	HOME	Decent Housing	Affordability	
14G Acquisition – for Rehabilitation 570.202	Yes	H		Y	HOME	Decent Housing	Affordability	
14H Rehabilitation Administration 570.202	Yes	H		Y	CDBG	Decent Housing	Affordability	
14I Lead-Based/Lead Hazard Test/Abate 570.202	Yes	H		Y	CDBG/HOME	Decent Housing	Affordability	
17A CI Land Acquisition/Disposition 570.203(a)	Yes	H		Y	CDBG	Decent Housing	Affordability	
19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	Yes	H		Y	HOME			
19B HOME CHDO Operating Costs (not part of 5% Admin ca	Yes	H		Y	HOME			
20 Planning 570.205	Yes	Yes		Y	CDBG			
21A General Program Administration 570.206	Yes; 5 years	H	\$519,936	Y	CDBG/HOME	Suitable Living EnvironmentSustain-ability		
21D Fair Housing Activities (subject to 20% Admin cap) 570.206	Yes	H		Y	CDBG			
21I HOME CHDO Operating Expenses (subject to 5% cap)	0	M		Y	HOME			
22 Unprogrammed Funds		0			CDBG			

All of the stated priorities and needs are subject to amendment and change due to:

- **Changes in regulatory requirements at the local, state, and federal level that impact the priorities, funding, and delivery of services;**
- **Changing demographics and socio-economic factors affecting the city;**
- **Annual reevaluations of resources, priorities, objectives, strategies and goals for the city; and**
- **Changes in the funding resources and amounts available for programs and services for city residents.**

2.

Priority needs for CDBG eligible activities have been assessed using the following resources:

- **Citizens and city staff input through surveys, interviews AND Public Hearings;**
- **The City of Surprise Capital Improvement Plan;**
- **The City of Surprise General Plan;**
- **Activity and project needs assessments;**
- **Planning and Zoning Commission; and**
- **Local information from the Maricopa HOME Consortium and MAG CoC.**

The primary objective of the City of Surprise CDBG program is to foster the development, revitalization, and preservation of neighborhoods to provide decent housing, a suitable living environment, and expanded economic opportunities, especially for low- and moderate-income persons in the OTS area of Surprise.

3.

Funding Future

One of the main obstacles to meeting community needs is inadequate resources for programs. The decline in resources across sectors, including government agencies and foundations, due to the economic downturn has negatively impacted the quantity and quality of housing and community development services. Although federal stimulus funding helps mitigate this trend to some extent, resources for these programs will likely be limited for the near future.

Other obstacles to meeting underserved include:

- a) **Insufficient resources to meet all of the legitimate and eligible needs identified.**
- b) **Private ownership of incompatible land uses within the revitalization area.**
- c) **Public ownership of the water system in the revitalization area by another municipality.**
- d) **Environmental issues related to the location of Grand Avenue, the railroad, and Luke Airforce Base.**

Antipoverty Strategy (91.215 (h))

1. **Describe the jurisdiction's goals, programs, and policies for reducing the number of poverty level families (as defined by the Office of Management and Budget and revised annually). In consultation with other appropriate public and private agencies, (i.e. TANF agency) state how the jurisdiction's goals, programs, and policies for producing and preserving affordable housing set forth in the housing**

component of the consolidated plan will be coordinated with other programs and services for which the jurisdiction is responsible.

2. Identify the extent to which this strategy will reduce (or assist in reducing) the number of poverty level families, taking into consideration factors over which the jurisdiction has control.

5 Year Strategic Plan Antipoverty Strategy response:

1.

The City of Surprise Anti-Poverty Strategy is to help people to move out of poverty through emergency stabilization actions with local non-profits and Community Housing Development Corporations that include:

- **Intake and case management**
- **Utility assistance**
- **Emergency mortgage/rent assistance**

The long-term actions include:

- **Operation and capital costs for organizations that provide job training, self sufficiency, and other counseling and planning services for homeless or at-risk persons. CDBG public service funding would be targeted for this action.**
- **After school and other youth programs that help at-risk youth that provide positive role models and promote healthy lifestyles.**
- **Information and referral services on job training, small business, and similar programs.**
- **Counseling and downpayment assistance for low- and moderate-income first-time homebuyers.**
- **Limited emergency assistance for low- and moderate-income persons at risk of becoming homeless to help them maintain their current housing and not become dependent on more costly outside services.**

These programs are provided locally and regionally. They all support the broad goal of helping prevent or end homelessness by promoting self-sufficiency. CDBG and HOME funds will be available to fund these activities.

2.

A number of residents will experience improved economic conditions over the next five years but the number of households that will move out of poverty is expected to be relatively small.

Low Income Housing Tax Credit (LIHTC) Coordination (91.315 (k))

1. (States only) Describe the strategy to coordinate the Low-income Housing Tax Credit (LIHTC) with the development of housing that is affordable to low- and moderate-income families.

5 Year Strategic Plan LIHTC Coordination response:

Not Applicable.

NON-HOMELESS SPECIAL NEEDS

Specific Special Needs Objectives (91.215)

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve over a specified time period.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.

5 Year Non-homeless Special Needs Analysis response:

1.
The City of Surprise has included public service activities through CDBG funding to benefit low- and moderate-income residents in the city. The top priorities for the next five years as per the survey feedback are:

- **Neighborhood improvement services**
- **Youth activities**
- **Senior activities**
- **Veteran services**
- **Job training activities**
- **Affordable Housing**

For the program year 2015-16, the city will be targeting the delineated CDBG public service funds for emergency food boxes, services for youth, seniors, homeless individuals and families and veterans through nonprofit organizations.

2.
Due to the economic downturn, no city general revenue will be allotted to these services at this time. Other funding from state and federal sources will be requested as feasible.

Non-homeless Special Needs (91.205 (d) and 91.210 (d)) Analysis (including HOPWA)

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Estimate, to the extent practicable, the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, victims of domestic violence, and any other categories the jurisdiction may specify and describe their supportive housing needs. The jurisdiction can use the Non-Homeless Special Needs Table (formerly Table 1B) of their Consolidated Plan to help identify these needs.

*Note: HOPWA recipients must identify the size and characteristics of the population with HIV/AIDS and their families that will be served in the metropolitan area.

2. Identify the priority housing and supportive service needs of persons who are not homeless but may or may not require supportive housing, i.e., elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction by using the Non-homeless Special Needs Table.
3. Describe the basis for assigning the priority given to each category of priority needs.
4. Identify any obstacles to meeting underserved needs.
5. To the extent information is available, describe the facilities and services that assist persons who are not homeless but require supportive housing, and programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.
6. If the jurisdiction plans to use HOME or other tenant based rental assistance to assist one or more of these subpopulations, it must justify the need for such assistance in the plan.

5 Year Non-homeless Special Needs Analysis response:

The estimate of need in the following chart is based on national population studies and is taken from the Maricopa HOME Consortium Strategic Plan. The estimated number of people in Surprise for each need category is determined by multiplying the category's county population by the percentage of Surprise population that is in the Maricopa County- 3%.

Table 11:

Special needs populations identified here are ranked as high priority for Consolidated Planning Purposes but may not necessarily be funded through CDBG/HOME	Population count for Maricopa County	Data Sources	Population count proportional to the City of Surprise-3%	Types of supportive services needed by this population	Identified funding gap in services	Identified sources of service for this population
Elderly	537,261	2010 Census	16,117	Case management, Befriending services, Counseling, Adult day care, Home Care Home delivered meals	Area Agency on Aging Study in 2013 indicated current funding serves about one third of need.	Area Agency on Aging, Maricopa County Special Transportation Services, AHCCCS, Community Action Program
Frail elderly	91,937	Area of Agency on Aging 2013	2758	Case management, Befriending services, Counselling, Adult day care, Home care, Home delivered meals, Help service, Nursing/ medical services	Area Agency on Aging Study in 2013 indicated current funding serves about one third of need.	Area Agency on Aging, Senior Adult Independent Living (SAIL), Arizona Long Term Care System, AHCCCS
Persons with severe mental illness	134,315	Mental Health: Heath Service Executive	4029	Outreach and identification, Treatment, Health care, Income support, Rehabilitation services		AHCCCS
Developmentally disabled persons	80,188	Bethesda Institute 2006	723	Assistive technology, Employment and training, Information and referral, Transportation, Caregiver respite	Area Agency on Aging Study in 2013 indicated current funding serves about one third of need.	The Centers for Habilitation, Arizona Bridge to Independent Living, Maricopa County Special Transportation Services, AHCCCS

Special needs populations identified here are ranked as high priority for Consolidated Planning Purposes but may not necessarily be funded through CDBG/HOME	Population count for Maricopa County	Data Sources	Population count proportional to the City of Surprise-3%	Types of supportive services needed by this population	Identified funding gap in services	Identified sources of service for this population
Physically disabled persons	469,101	Disability statistics.org 2012	14,073	Assistive technology, Employment and training, Information and referral, Transportation, Caregiver respite	Area Agency on Aging Study in 2013 indicated current funding serves about one third of need.	Arizona Technology Access Program, Easter Seals, Southwest Human Development, Arizona Center for the Blind and Visually Impaired, Valley Center for the Deaf, Arizona Commission for the Deaf and Hard of Hearing, Arizona Bridge to Independent Living, Maricopa County Special Transportation Services, AHCCCS
Alcohol/drug addicted persons	400,941	Closing the Addiction Treatment Gap (CATG) 2010	12,028	Monitoring, Screening, Information and referral, Detox medication, Education, Self-help groups		CDBG, AHCCCS

Special needs populations identified here are ranked as high priority for Consolidated Planning Purposes but may not necessarily be funded through CDBG/HOME	Population count for Maricopa County	Data Sources	Population count proportional to the City of Surprise-3%	Types of supportive services needed by this population	Identified funding gap in services	Identified sources of service for this population
Persons with HIV/AIDS and their families	10200	Arizona Dept. of Health Services 2012 Annual Report	306	Case management, Emergency financial assistance, Food, Transportation, Early intervention, Education, Wellness and nutrition		CDBG, Maricopa County Health Department, Ryan White, AHCCCS

Housing Opportunities for People with AIDS (HOPWA)

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. The Plan includes a description of the activities to be undertaken with its HOPWA Program funds to address priority unmet housing needs for the eligible population. Activities will assist persons who are not homeless but require supportive housing, such as efforts to prevent low-income individuals and families from becoming homeless and may address the housing needs of persons who are homeless in order to help homeless persons make the transition to permanent housing and independent living. The plan would identify any obstacles to meeting underserved needs and summarize the priorities and specific objectives, describing how funds made available will be used to address identified needs.
2. The Plan must establish annual HOPWA output goals for the planned number of households to be assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. The plan can also describe the special features or needs being addressed, such as support for persons who are homeless or chronically homeless. These outputs are to be used in connection with an assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
3. For housing facility projects being developed, a target date for the completion of each development activity must be included and information on the continued use of these units for the eligible population based on their stewardship requirements (e.g. within the ten-year use periods for projects involving acquisition, new construction or substantial rehabilitation).

4. The Plan includes an explanation of how the funds will be allocated including a description of the geographic area in which assistance will be directed and the rationale for these geographic allocations and priorities. Include the name of each project sponsor, the zip code for the primary area(s) of planned activities, amounts committed to that sponsor, and whether the sponsor is a faith-based and/or grassroots organization.
5. The Plan describes the role of the lead jurisdiction in the eligible metropolitan statistical area (EMSA), involving (a) consultation to develop a metropolitan-wide strategy for addressing the needs of persons with HIV/AIDS and their families living throughout the EMSA with the other jurisdictions within the EMSA; (b) the standards and procedures to be used to monitor HOPWA Program activities in order to ensure compliance by project sponsors of the requirements of the program.
6. The Plan includes the certifications relevant to the HOPWA Program.

5 Year Strategic Plan HOPWA response:

This section is not applicable to this plan. Surprise does not receive HOPWA funding.

Specific HOPWA Objectives

1. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.

5 Year Specific HOPWA Objectives response:

This section is not applicable to this plan. Surprise does not receive HOPWA funding.

OTHER NARRATIVE

Include any Strategic Plan information that was not covered by a narrative in any other section.

Fair Housing Policies

The City of Surprise continues to be committed to fair housing and to eliminate discrimination in the city. The city completed an Analysis of Impediments to Fair Housing Choice in 2012. Major points from the plan include:

Table 12: Fair Housing Plan 2012-17

IMPEDIMENT TO BE ADDRESSED	GOAL	STRATEGY TO MEET THE GOAL	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	PERFORMANCE MEASURE
Lack of diversity in many Census Tracts	Opportunities for diverse populations to choose	Continue to engage the real estate community in	Fair Housing Coordinator, 2015	Staff time	Number of meetings initiated

IMPEDIMENT TO BE ADDRESSED	GOAL	STRATEGY TO MEET THE GOAL	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	PERFORMANCE MEASURE
	places to live throughout the community	increasing opportunities for greater diversity in neighborhoods. Become a participant in the Arizona Fair Housing Partnership.	Fair Housing Coordinator, 2015		Number of meetings attended
High denial rates for Black/African Americans in CT 405.11	Equal access to credit and mortgages throughout the community	Engage the services of one of the fair housing services to provide paired test to assess whether minorities are treated with different terms and conditions.	Neighborhood Services, within the next five years.	\$5,000	Number of tests performed
Lack of affordable rental housing has a disproportionate impact on single female heads of households with children.	Opportunities for parents who become single to find places to live in the community.	Develop an IGA with the Housing Authority of Maricopa County to formalize the operating relationship with the agency. Seek additional resources to facilitate development of affordable rental housing.	Neighborhood Services Department, within the next 24 months. Neighborhood Services	Staff time Indirect, in that funding would actually come from other sources.	IGA executed Additional affordable units constructed for families.
Lack of knowledge about fair housing rights and how to file a fair housing complaint.	An increase in people's knowledge of fair housing rights.	Facilitate and/or participate in fair housing training for City staff, real estate professionals and citizens.	Fair Housing Coordinator	Staff time and incidental costs related to speakers and sessions.	Sessions provided
Lack of fair housing infrastructure required as part of the CDBG Certification to Affirmatively Further Fair Housing.	Compliance with the CDBG Certification to Affirmatively Further Fair Housing	Modify the Fair Housing page on the City website to access directly HUD and the Attorney General's fair housing web sites. Develop a data	Neighborhood Services and the City's web manager Fair Housing Coordinator and	Staff time	New information available A new useable database

IMPEDIMENT TO BE ADDRESSED	GOAL	STRATEGY TO MEET THE GOAL	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	PERFORMANCE MEASURE
		base that can be used by both the Fair Housing Coordinator and the ADA Coordinator to record, identify and track resolution when fair housing complaints and inquiries come to the City. Develop a grievance procedure for Section 504 complaints. Such a procedure may also be used for other types of complaints related to federal grants administration. Update the AI periodically as new information is available from the Census or other sources which makes an update appropriate.	ADA Coordinator. Fair Housing Coordinator and City Attorney Neighborhood Services		A formal administrative grievance procedure Periodic updates to the AI

Area of Minority Concentration

Surprise has one area of minority concentration. The Hispanic population makes up 18.5% of Census Tract 608 and totals 22,856 residents as per census 2010. This census tract includes all the Original Townsite and is the only low- and moderate-income census tract in the community. All area benefit activities included in the 5 Year Strategic Plan will take place in this area. The city has a Council appointed, the Planning and Zoning Commission, which monitor the implementation of the Specific Plan for the Revitalization of the Original Townsite. Resources recommended by these boards include CDBG funds and general funds set aside for the revitalization of the OTS. In addition, many direct benefit recipients of housing rehabilitation assistance are residents of this neighborhood. The commitment of facilities and resources to this neighborhood is substantial.



Third Year Annual Action Plan 2017-2018 Consolidated Plan 2015-2019 Amendments

Human Service & Community Vitality | March 20, 2018



Today's Objectives

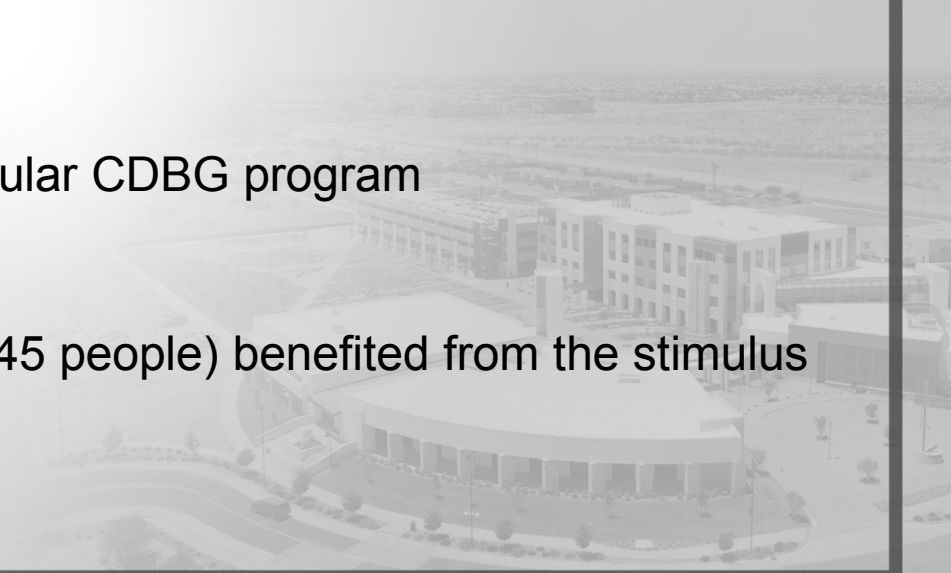
- Background
- Process Timeline
- Annual Action Plan/Con Plan Amendment





NSP Background

Neighborhood Stabilization Program – Federal stimulus dollars to purchase foreclosed homes within target areas

- Program has been sunset
 - Generated Program Income (PI)
 - Able to reprogram PI dollars into regular CDBG program
 - Annual Action Plan Amendment
 - Overall, 104 Surprise households (245 people) benefited from the stimulus funds. 19 homes were purchased
- 



NSP Background

HUD request to transfer NSP1 and NSP3
Program Income into regular CDBG program
through plan amendment

Year to Date Program Income Remaining-
\$1,130,633 for 2017-2018



AAP BENEFICIARY REQUIREMENTS

National Objectives Surprise Will Meet

- Benefit Low To Moderate Income Persons
- Area Benefit
- Limited Clientele



FUNDING BENEFICIARIES

- **Area Benefit**
 - 51% Residents in the area must be Low/Mod Income
 - Activities Targeted only for Surprise Heritage District

Limited Clientele

- Youth/Seniors/Homeless Persons
 - 51% Of Low/Mod Income Persons
- 



Process Timeline

March 5 2018 –

April 5 2018

Draft Plan

30 day Comment
Period

March 20, 2018

Council Public
Hearing

April 16, 2018

Submit to HUD





Annual Action Plan

COMPONENTS

Adopted
Consolidated Plan 2015-19

Strategic Plan
(5 Years)

Priorities and Needs

Annual Action Plan 3
Amendment 2017-18
(1 Year)

Specific Projects
Funding Priorities

Annual Action Plan Amendment

Annual Action Plan 2018-19 Projects

Neighborhood Improvements	\$517,570
Affordable Housing	\$500,000
Administrative Allocation	\$113,063
Total	<u>\$1,130,633</u>



Affordable Housing

- Affordable Housing needs – consistent with NSP mission
- Maricopa County Housing Authority Proposed Project
- \$30 million projected investment in OTS for project
- Three public input meetings to date to review concept, collect feedback

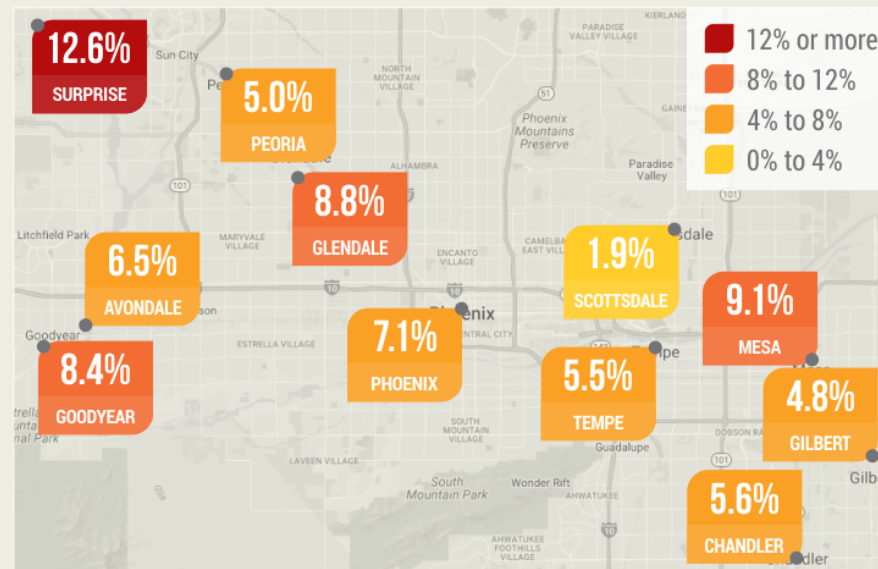




Affordable Housing

Phoenix Metro Area

How much has rent changed in your city in 2016?



Source: Yardi Matrix

RENTCafe™



Affordable Housing

- Average Rent increased 5.6% in valley from 2016 -2017
- Occupancy Rate on apartments with 10+ units is 94.9%
- Since 2010, rent in the Phoenix MSA grew 142%, compared to Tucson (87%), Las Vegas (74%), San Diego (34%)

City Analysis

City	Avg. Rent 2017	Percentage Change	Occupancy Rate
Phoenix	\$923	+5.6%	94.8%
Mesa	\$892	+5.7%	95.9%
Glendale	\$849	+5.5%	95%

Source: ABI Multifamily

Development Partners

Housing Authority of Maricopa County with Gorman & Company





Neighborhood Improvements

- Gaines Park ballfield relocation
- Right of way improvement/infrastructure





S U R P R I S E
ARIZONA

QUESTIONS OR COMMENTS?

Jason Hughes
Human Service & Community Vitality
Neighborhood Services Acting Supervisor

Alicia Rubio
Human Service & Community Vitality
Neighborhood Services Program
Coordinator

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: CDBG Consolidated Plan 2015-19 Amemdment

OVERALL PUBLIC INVOLVEMENT LEVEL:

Public Hearing on 3/1/18 (P & Z Meeting) and 3/20/18 Council Meeting. 30 day Public comment period (3/5- 4/5/18) for draft Consolidated Plan Amendment

IDENTIFY STAKEHOLDERS:

OTS residents/property owners, public service nonprofits, City of Surprise staff;Public Works, Community Development, Economic Development and Human Services.

OBJECTIVES:

Create viable neighborhoods, provide decent, safe and affordable housing; Low to moderate income resident job creation; provide services to those with special needs

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) Public Hearings 3/1; 3/20 & 3/5-4/5/18 30 day pub.comm
Future Council Work Session/Meetings target dates 3/20/18
Election dates (if applicable)
Project start/completion dates 11/2018

Communication Tools and Technique options: (which do you plan to use?)

- ☒ Press releases
- ☒ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☐ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☒ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☐ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☒ Website updates



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action on an amendment to the funding priorities for the Community Development Block Grant Program Third Year Annual Action Plan for Year 2017-2018.

Motion:

I move to approve an amendment to the funding priorities for the Community Development Block Grant Program, Annual Action Plan Year 2017-18.

Background:

In November 2008, the Council approved the Neighborhood Stabilization Program's (NSP) grant for federal funding to purchase foreclosed homes located in Special Planning Areas which were largely affected by foreclosure. The funds were federal stimulus dollars with specific requirements in order for the homes to be purchased. The homes were subsequently sold to qualified buyers per the NSP guidelines. The funds that were used to purchase the homes were then returned to the City as Program Income upon the sale. Surprise has been authorized by Housing and Urban Development (HUD) to transfer program income to the Community Development Block Grant Program (CDBG). In order to spend these funds, Surprise will need to amend their Annual Acton Plan for Program Year 2017-2018.

Objective Analysis:

This action allows HSCV to fund needed neighborhood improvements, administration, and affordable housing projects through the plan amendment.

Policy Compliant:

The agenda item falls within Council and City policy.

Financial Impact:

Program income received from the Neighborhood Stabilization Program equals \$1,130,633. A portion of these funds, \$517,570, will be dedicated for Phase 1 of the relocation of the Gaines Park ball field, which would cover the field and lighting. Remaining improvements, including parking and restrooms,

will be funded through other external resources and grants not yet identified. There will be no general fund impact for this project.

Budget Impact:

If the Action Plan amendment is approved, a budget amendment will be brought to a future council meeting to move the authority from the NSP program to the CDBG program.

FTE Impact:

There is no FTE impact as a result of this agenda item.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [AAP 3 2017-18 Amendment](#)
 - ☐ [Public Engagement Form](#)
-



HUMAN SERVICE AND COMMUNITY VITALITY

Date: March 20, 2018

To: Mayor and City Council Members

From: Seth Dyson, Director
Jason Hughes, Acting Neighborhood Services Supervisor
Alicia Rubio, Neighborhood Services Coordinator

Re: CDBG- 2017-2018 Annual Action Plan Amendment Funding Priorities

Introduction

In November 2008, the Council approved the Neighborhood Stabilization Program's (NSP) grant for federal funding to purchase foreclosed homes located in Special Planning Areas which were largely affected by foreclosure. The funds were federal stimulus dollars with specific requirements in order for the homes to be purchased. The homes were subsequently sold to qualified buyers per the NSP guidelines. The funds that were used to purchase the homes were then returned to the City as Program Income upon the sale. Surprise has been authorized by Housing and Urban Development (HUD) to transfer program income to the Community Development Block Grant Program (CDBG). In order to spend these funds, Surprise will need to amend their Annual Action Plan for Program Year 2017-2018.

Today's presentation to the Mayor and City Council is to provide information regarding the Annual Action Plan Amendment. Upon approval by City Council, the CDBG Administration, Neighborhood Improvement and Affordable Housing Activities will be submitted to HUD as part of the Annual Action Plan Amendment 2017-18.

Background

CDBG administration and neighborhood improvements are carried out by city departments. Affordable Housing activities are carried out by outside agencies. These projects will address the neighborhood commercial demolition and affordable housing needs identified in the city's Consolidated Plan. CDBG administration, neighborhood improvements and affordable housing projects will be used to implement activities that will improve the safety and quality of life of the residents living within the Heritage District. Although the Consolidated Plan lists Neighborhood Improvements as a priority, the city wanted to specifically list Commercial Property / Building Demolition in the Surprise Heritage District as the project funding priorities considered today.

According to HUD regulations, CDBG funds may be used to provide Neighborhood Improvements (including labor, supplies, materials, project management and other costs) and Economic Development activities, provided the service will:

- Serve low to moderate income persons in the City of Surprise through area benefit or serving a particular clientele like seniors, youth and families
- Neighborhood Improvements which include infrastructure and possible commercial demolition within the Surprise Heritage District
- Affordable Housing Opportunities

Funding Limit

The amount of Program Income to be included in the Annual Action Plan Amendment 2017-2018 is \$1,130,633. CDBG Administration, infrastructure and possible commercial property / building demolition and affordable housing opportunities are activities that will be carried out as part of this plan amendment.

Updated Actions

Staff's funding recommendations are as follows:

Administration \$113,063

Salaries, supplies, compliance needs

Neighborhood Improvement Projects \$517,570

Gaines Park ballfield relocation and possible commercial property/building demolition within the Surprise Heritage District.

Affordable Housing Opportunities \$500,000

Provide assistance for development of affordable housing units in the Heritage District.

Total CDBG Transfer Amount \$1,130,633

Future Actions

- Submission to HUD as part of Annual Action Plan Amendment 2017-18 by April 16, 2018.

Recommendations

Approval of Annual Action Plan Amendment 2017-2018 administration, commercial property / building demolition and affordable housing activities within the Surprise Heritage District as funding priorities for the Community Development Block Grant Annual Action Plan for 2017-2018.

CITY OF SURPRISE, ARIZONA
Draft
ANNUAL ACTION PLAN 2017-18 AMENDMENT



Third Program Year Action Plan Amendment

This Third Annual Action Plan 2017-2018 includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

ON REQUEST THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATE FORMATS



Table of Contents

AP-05 Executive Summary - 91.200(c), 91.220(b).....	3
PR-05 Lead & Responsible Agencies - 91.200(b).....	7
AP-10 Consultation - 91.100, 91.200(b), 91.215(l).....	8
P-12 Participation - 91.401, 91.105, 91.200(c).....	13
AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)	18
AP-35 Projects - 91.420, 91.220(d)	24
AP-38 Project Summary	29
AP-50 Geographic Distribution - 91.420, 91.220(f)	31
AP-85 Other Actions - 91.420, 91.220(k).....	34
AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)..	37
Appendix 1 – Public Notices.....	39
Appendix 2 – Geographical Maps	41
Appendix 3 – Continuum of Care Unsheltered Street Count ..	43

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Third Year Annual Action Plan 2017-18 (AAP3 2017-18) implements the third year of activities that will address goals established in the City of Surprise Consolidated Plan 2015-19. The major focus of this AAP3 2017-18 concentrates on creating suitable living environments and providing economic development opportunities. This Program Year will be the first to implement Micro-Enterprise Grants to continue providing economic development opportunities for the residents of the Surprise Heritage District. The Third Year Annual Action Plan **Amendment 2017-18** (AAP3 2017-18) **amends** the third year of activities that will address goals established in the City of Surprise Consolidated Plan 2015-19. The AAP3 2017-18 **amendment concentrates on creating suitable living environments and providing neighborhood improvement opportunities. This Program Year amendment will include a transfer of Neighborhood Stabilization Program Income in the amount of \$ 1,130,633 to be allocated to eligible CDBG projects. The Third Year AAP 2017-2018 amendment complies with regulations set by the U.S. Department of Housing and Urban Development (HUD).** HUD requires entitlement communities, such as the City of Surprise, to consolidate its planning, application and reporting requirements for HUD programs, including the Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant programs. An Annual Action Plan is prepared each year and is presented to the City of Surprise Planning and Zoning Commission and the City Council. **Therefore, any plan amendments shall go before the commission for approval.**

The needs of low-income seniors, low-income youth, people in poverty and the community's aging neighborhoods and public infrastructure continue. The Third Year AAP 2017-18 will focus on the allocation of CDBG and HOME funds for these services including economic development opportunities in order to attract new businesses and business retention. The term of this plan is from July 1, 2017, through June 30, 2018. **The Third Year AAP Amendment 2017-18 will focus on the allocation of Neighborhood Stabilization Program (NSP) Program Income in the amount of \$1,130,633 for these services including Neighborhood Improvements and Affordable Housing opportunities in order to create suitable living environments and healthy neighborhoods.** The term of this plan is from **July 1, 2017, through June 30, 2018.**

To the extent feasible, the narrative for this Annual Plan will attempt to not duplicate the narrative for the Consolidated Plan. However, the outlines for the five-year plan and the annual action plan are very similar, so some repetition is unavoidable. Programs and activities described in this plan are intended to primarily benefit low and moderate income residents of City of Surprise, neighborhoods with high concentrations of low and moderate income residents, and the city as a whole. The City of Surprise CDBG program has been allocated \$638,560 in funding for

program year (PY) 2017-2018. The City of Surprise CDBG program will receive **\$1,130,633** in NSP program income funding for program year (PY) 2017-2018 through this plan Amendment.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This Third Year AAP 2017-2018 implements the third year activities that will address goals established in the City of Surprise Consolidated Plan 2015-19. Consistent with the established objectives, CDBG funds will be used for:

Fifteen percent (\$95,784) of the CDBG allotted funds (\$638,560) will be utilized for public service activities through nonprofit organizations. Twenty percent (\$127,712) will be used for grant administrative expenses and (\$415,064) will be utilized for Neighborhood Infrastructure and Economic Development projects. This is in accordance to the regulations set by HUD.

This Third Year AAP 2017-2018 Amendment implements the third year activities that will address goals established in the City of Surprise Consolidated Plan 2015-19 Amendment. Consistent with the established objectives, CDBG funds will be used for:

\$517,570 of the NSP Program Income funds (\$1,130,633) will be utilized for neighborhood improvement activities, (\$113,063) will be used for grant administrative expenses and (\$500,000) will be utilized for Affordable Housing opportunities. This is in accordance to the regulations set by HUD.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Surprise evaluates its past performance every year as part of the Consolidated Annual Performance and Evaluation Report (CAPER) as required by HUD. The CAPER provided an estimate of *output* measures in compliance with HUD's data system. The CAPER includes measures of performance to quantify longer-term goals by incorporating projected *outcome* measures. Quantifiable results-oriented goals for capital programs are tied to a unified framework for the benefit of low- and moderate-income residents.

- Preserve neighborhoods through infrastructure improvements in the targeted low-income area(s)
- Provide public service activities to city's youth, seniors, special needs persons, veterans, persons and families in crisis, and disabled persons through nonprofit agencies or other city departments
- Preserve neighborhoods through housing rehabilitation assistance to qualified homeowners
- Preserve habitability of owner-occupied housing through emergency home repair assistance
- Provide economic development opportunities for residents in the targeted area
- Preserve affordability of quality rental housing through the Housing Choice Voucher program

4. Summary of Citizen Participation Process and consultation process

The City of Surprise recognizes the importance of citizen participation in the development and implementation of any plan or program. The Third Year AAP 2017-2018 was discussed at two separate meetings. The City Council workshop (April 4, 2017) and a public hearing (April 18, 2017). The Planning and Zoning Commission held a public meeting (March 2, 2017) specifically discussing the Third Annual Action Plan Public Service Funding 2017-2018 and a second meeting held March 16, 2017 to discuss Annual Action Plan priorities.

In April 2017 staff presented funding priorities to city council based on an approximate amount of \$585,139. With the release of the actual allocation, a third public hearing meeting was held on August 1, 2017 to solicit additional public comment and present to council amended amounts for funding priorities.

City Council public hearing was scheduled for March 20, 2018 to consider the proposed amendment. The Planning and Zoning Commission held a public hearing March 1, 2018 discussing the Annual Action Plan Year Three Funding Amendment 2017-2018.

These meetings are open to the public in order to encourage individuals and organizations to facilitate a public discussion and provide a means whereby, the public can actively participate in the planning and development of the city's CDBG Program. Citizens are encouraged to submit new project proposals and comments on past and proposed CDBG programs and projects. All dates and times for Commission public meetings are published on the city's website and in the Daily News-Sun local newspaper. The proposed projects and budgets selected by the City Council for CDBG funding were published in the local newspaper for citizen review along with meeting time information.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City of Surprise provided its residents many opportunities to provide input on the decision making process. See attached schedule.

No citizen comments were received as of the final submission of this plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

None at this time

7. Summary

The Third Year AAP 2017-2018 represents the vision and goals for the neighborhood infrastructure improvements, community and economic development needs and housing activities and the available resources and a strategic plan for meeting those needs. The Third Year AAP 2017-2018 also identifies any funds to be used as a leverage to address goals and priorities in the plan through partnerships with local non-profit organizations. The Third Year AAP 2017-2018 Amendment represents the vision and goals for the neighborhood improvements, community and housing activities and the available resources and a strategic plan for meeting those needs. The Third Year AAP 2017-2018 Amendment also identifies any funds to be used as a leverage to address goals and priorities in the plan through partnerships with local non-profit organizations.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SURPRISE	Human Service and Community Vitality

Table 1 – Responsible Agencies

Narrative

The lead agency for preparing the FY2017-2018 Annual Action Plan Year 3 was the City of Surprise Human Service and Community Vitality Department – Neighborhood Services Division (NSD). The Department is responsible for the administration of the Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and the Neighborhood Stabilization Program (NSP) grant programs.

Consolidated Plan Public Contact Information

Alicia Rubio, Neighborhood Services Coordinator

Human Service and Community Vitality, 16000 N. Civic Center Plaza, Surprise AZ 85374

623-222-3240 | alicia.rubio@surpriseaz.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Surprise is committed to obtaining input from citizens, city staff, non-profit agencies, non-profit developers, private developers, governmental agencies, and the Regional Continuum of Care as part of the Consolidated and Annual Action Plan processes. The 2017 Third Year AAP consultation included a combination of public meetings with community stakeholders, two community input hearings, newspaper advertisements, website announcements and placement of hard copies of the plan at 2 libraries, local senior center and city hall to solicit comments on the draft Annual Action Plan. Citizen participation was strongly encouraged throughout the processes of short and long range departmental planning, plan implementation, and assessment of plan effectiveness.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

As members of the Maricopa HOME Consortium we regularly coordinate with private industry, businesses and developers to foster the production of affordable housing and projects for special needs/homeless populations. The consortium also works closely with the real estate, construction and finance industries to implement other ongoing HOME and CDBG supported housing rehabilitation and production activities. The consortium may pursue the receipt of Low Income Housing Tax Credit (LIHTC) resources and associated private mortgage financing support for both construction and permanent loans, as well as tax-exempt bond financing where bonds are purchased by both institutional and retail investors. Surprise also allocates 15% of its CDBG allocation for public services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

As members of the Maricopa HOME Consortium we committed to addressing the needs of homeless persons and persons at risk of experiencing homelessness. We participate in a regional Continuum of Care (CoC) plan in collaboration with the all other jurisdictions in Maricopa County. The Maricopa Association of Governments (MAG) plans and administers the Continuum of Care. Jurisdictions work together to

develop the CoC plan, provide human services to the homeless, and identify and address gaps in service. The CoC provides direction on planning and policy issues that impact the homeless population by making updates to the Regional Plan to End Homelessness and a consolidated application to the U.S. Department of Housing and Urban Development in support of programming that assists the county homeless and at risk population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

As an active member of the Maricopa County HOME Consortium we regularly consult with Maricopa Association of Governments (MAG), the lead agency for the Maricopa Regional Continuum of Care structure. Through consultation efforts with MAG and the CoC we align our priorities of the County's homeless strategies with Continuum-wide priorities for homelessness. The Maricopa HOME Consortium continues to actively participate in the CoC and contribute by determining its priorities for homeless persons and those at risk of experiencing homelessness

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Housing Authority of Maricopa County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority of Maricopa County (HAMC) administers the public housing and Section 8 subsidized housing program within the City of Surprise. Surprise housing activities are planned and reported through the Maricopa Consortium Plan.
2	Agency/Group/Organization	CENTRAL ARIZONA SHELTER SERVICES
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city enters into a sub recipient agreement through the CDBG public service set aside. The agency has been awarded funding for Program Years 2014-2016. The agency has been awarded \$5,000 for this program year.

3	Agency/Group/Organization	SURPRISE
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Regional organization Grantee Department
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Anti-poverty Strategy Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Surprise Resource Center is a division within the Human Service and Community Vitality Department. The Resource Center staff provided data to support the need of public services and the lack thereof. The Center offers a variety of services including veteran employment, job training and veteran job club, domestic violence and sexual abuse counseling, health education, WIC nutrition program and enrollment services for health insurance programs. The Resource Center also offers financial fitness workshops, credit counseling workshops and tax preparation at no cost to poverty level families and seniors.
4	Agency/Group/Organization	Maricopa Workforce Connections
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Surprise entered into partnership with Maricopa County "Arizona@Work" program. The "Arizona@Work" program provided employment workshops and career fairs to Surprise residents.
---	--

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Association of Governments	The city's needs and activities are planned and reported through the Maricopa Consortium Plan. See the Consolidated Plan for the Maricopa HOME consortium for a complete description of these activities.
City of Surprise Community Policing	Surprise Police Department	The police department in coordination with the Human Service and Community Vitality Department has taken the lead for the homeless point in time count for the last four years. They have helped to identify the chronically homeless individuals and locations of abandoned properties where known homeless tend to seek shelter in.

Table 3 - Other local / regional / federal planning efforts

Narrative The Maricopa Association of Governments Continuum of Care Subcommittee (MAG Continuum of Care) is the regional body that manages the collaborative efforts of communities and agencies in Maricopa County to plan for the needs of the homeless and access federal funding on behalf of agencies organized to address those needs. The 'Unsheltered Point in Time Count' led by MAG CoC in January 2016 reported that there are 16 homeless persons in the city which represents a 33% reduction over the previous years data. However, the city will do a periodic assessment of any new homeless person cases in the city and will act accordingly to mitigate the problem by assisting with resource referrals.

P-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Surprise is committed to obtaining input from citizens, staff, non-profit agencies, non-profit developers and other government agencies. The AAP citizen participation included a combination of meetings, three public meetings with hearings to solicit comments on the draft plan, which included a 30 day review period. The draft plan was placed at four central locations (2 libraries, senior center and city hall). The AAP draft was also placed on the city website during the 30 day comment period. The AAP 2017-2018 Amendment citizen participation plan included a combination of meetings, two public meetings with hearings to solicit comments on the draft plan, which included a 30-day review period. The draft plan was placed at four central locations (2 libraries, senior center and city hall). The AAP 2017-2018 Amendment draft was also placed on the city website during the 30-day comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Three public meetings with hearings were held on 3/2 and 3/16/17, 4/18/17 and 8/1/17 to further solicit input. AAP 3 Amendment-Two public meetings with hearings were held on 3/1/18 and 3/20/18	No public comments were submitted at public hearings(at this time).	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	Public notices announcing the public hearings and the draft AAP 17-18 and the AAP 17-18 Amendment were placed in 2 newspapers of record in the City of Surprise. (Daily News-Sun and Surprise Today)	No comments received as of yet.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Draft third Year AAP was made available on the city's internet site for 2-30 day public comment periods 3/16-4/16/17 and 7/10-8/10/17 Draft third Year AAP Amendment was made available on the city's internet site for 30 days during the public comment period 3/5-4/5/18.	No comments received as of yet.	N/A	http://www.surpriseaz.gov/2475/Consolidated-Plan

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public viewing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Draft hard copies were placed in a central, public location for public viewing. Locations included city hall, 2 libraries and the Senior Center.	No comments received as of yet.	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated resources available includes cash match in the amount of approximately \$548,000. Also any anticipated program income will be used towards CDBG eligible projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services Affordable Housing Opportunities	\$638,560	1,130,633		1,130,633		Actual allocation of \$638,560. Prior year rollover of approximately \$501,000 Program Income of \$1,130,633.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

No matching funds are required for the CDBG program, however the city will leverage with staff time and the technical oversight provided in the form of project management. There is cash match available for the HOME program in the amount of approximately \$548,000 which is utilized as leverage.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Surprise owns two public facilities in the Surprise Heritage District - the Senior Center and the AZ TechCelerator. The Senior Center has been slated for kitchen improvements which are to be completed during PY 18. The AZ TechCelerator, formerly the Surprise City Hall is a city owned and run (community based) business incubator comprised of 60,000 square feet and four-building office complexes within the target area. The Second Phase of tenant improvements will be completed in FY18. The City of Surprise also owns the public right-away, streets, sidewalks and parks within the Surprise Heritage District in order to complete Neighborhood Improvements within the target area.

Discussion

The primary objective of the City of Surprise CDBG program is to foster the development, revitalization and preservation of neighborhoods to provide decent housing and a suitable living environment. The city recognizes the importance and impact of utilizing cash match and any program income as a leverage to eligible projects within the Surprise Heritage District.

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information AAP 17-18

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Program Administration	2015	2019		ORIGINAL TOWNSITE		CDBG: \$127,712	Homeowner Housing Rehabilitated: 12 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Public Services	2015	2019	Public Service	ORIGINAL TOWNSITE	Public Services	CDBG: \$95,784	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
3	Neighborhood Infrastructure Improvements	2016	2019	Neighborhood Infrastructure	ORIGINAL TOWNSITE	Neighborhood Improvements Economic Development	CDBG: \$184,653	Facade treatment/business building rehabilitation: 9 Business Businesses assisted: 4 Businesses Assisted
4	Senior Center Services	2015	2016	Non-Housing Community Development	ORIGINAL TOWNSITE	Senior Center Services	CDBG: \$20,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
5	Economic Development	2016	2019	Economic Development	ORIGINAL TOWNSITE	Economic Development	CDBG: \$60,000	Businesses assisted: 3 Businesses Assisted
6	Emergency Housing Rehabilitation	2015	2016	Affordable Housing	ORIGINAL TOWNSITE	Owner Occupied Housing Rehabilitation	CDBG: \$150,411	Homeowner Housing Rehabilitated: 15 Household Housing Unit

Goals Summary Information AAP 17-18 Amendment

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Program Administration	2017	2019	Administration	ORIGINAL TOWNSITE	Neighborhood Improvements Owner Occupied Housing Rehabilitation	CDBG: \$113,063	Program administration.
2	Neighborhood Infrastructure Improvements	2017	2019	Neighborhood Improvements	ORIGINAL TOWNSITE	Neighborhood Improvements	CDBG: \$517,570	Infrastructure improvements
3	Affordable Housing Improvements	2017	2019	Affordable Housing	ORIGINAL TOWNSITE	Affordable Housing	CDBG: \$500,000	Affordable Housing

Table 6 – Goals Summary

Goal Descriptions AAP3 2017-2018

Goal Name	Program Administration
Goal Description	20% of annual allocation of \$638,560 is to be set aside for administration duties to carry forth the CDBG program.
Goal Name	Public Services
Goal Description	15% of Surprise annual allocation of \$638,560 will be allocated to public service activities through nonprofits agencies who serve those with special needs.
Goal Name	Neighborhood Infrastructure Improvements
Goal Description	Neighborhood Improvement Project at the AZ TechCelerator will include Phase Two of tenant improvements of the TechCelerator/Business incubator owned by the City of Surprise. This project will create an area benefit by creating entrepreneurship and employment within the Original Townsite of Surprise, a CDBG area-benefit eligible neighborhood.
Goal Name	Senior Center Services
Goal Description	There will be minor tenant improvements in the Surprise Senior Center kitchen. These improvements will enable staff to prepare additional meals for the patrons of the senior center.
Goal Name	Economic Development
Goal Description	Provide micro-enterprise grants for business development and business retention in the Surprise Heritage District. The minimum amount to be granted per applicant is \$1,000 with a maximum award of \$20,000.
Goal Name	Emergency Housing Rehabilitation
Goal Description	The Emergency Housing Repair Project will provide 15 emergency repair grants to address health and safety issues to owner-occupied homes who meet the income guideline of 80% or below median income within the Surprise Heritage District.

Goal Descriptions AAP3 2017-2018 Amendment

1	Goal Name	Program Administration
	Goal Description	20% of transfer of NSP program income of \$1,130,633 to be set aside for administration duties to carry forth the CDBG program.
2	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	Neighborhood Improvement Project will include infrastructure improvements of city owned facilities. This project will create an area benefit by creating a suitable living environment within the Surprise Heritage District (Original Town Site) of Surprise, a CDBG area-benefit eligible neighborhood.
3	Goal Name	Affordable Housing Improvements
	Goal Description	Development of affordable housing units within the Surprise Heritage District.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section specifically identifies the projects that will take place during FY 2016-2017 with CDBG and HOME funding to address the priority needs and specific objectives as identified in the Consolidated Plan Strategic Plan section.

CDBG Funds: FY 2017-2018 CDBG Allocation is \$638,560.

HOME Funds: FY 2017-2018 HOME Allocation is \$136,506

Additionally, this section specifically identifies the projects that will take place during Program Year 2016-2017 with CDBG Program Income transfer to address the priority needs and specific objectives as identified in the Consolidated Plan Amendment Strategic Plan section.

CDBG Funds: FY 2017-2018 CDBG Program Income Transfer is \$1,130,633.

Any program income received during the program year will be retained and reported by the City of Surprise and used on CDBG and HOME eligible activities.

#	Project Name
1	Neighborhood Improvements
2	2017 Public Services
3	CDBG Administration
4	HOME Housing Rehabilitation
5	Economic Development
6	Neighborhood Infrastructure Improvements
7	2017-2018 Emergency Home Repair
8	Neighborhood Improvements
9	Affordable Housing Opportunities
10	CDBG Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Surprise Heritage District area targeted for HOME/CDBG investment is the lowest- income Census

Tract within the City of Surprise. Neighborhood improvements will occur in this targeted area known as the Surprise Heritage District.

AP-38 Project Summary

Project Summary Information AAP 17-18

1	Project Name	Neighborhood Improvements
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Neighborhood Improvements Economic Development
	Funding	CDBG: \$184,653
	Description	Phase 2 of tenant improvements of the AZ TechCelerator Business incubator owned by the City of Surprise
	Target Date	6/29/2018
	Estimate the number and type of families that will benefit from the proposed activities	15 families.
	Location Description	Surprise Heritage District - 12425 W. Bell Rd. Surprise, AZ 85378
	Planned Activities	Phase 2 of tenant improvements of AZ TechCelerator/Business incubator owned by the City of Surprise.
2	Project Name	2017 Public Services
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$95,784
	Description	Public service activities through nonprofit agencies.
	Target Date	11/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 150 low to moderate income families particularly clients who are seniors, youth, veterans/homeless and special needs population.

	Location Description	Activities will be undertaken within the City of Surprise and provide a benefit to residents who meet the program requirements.
	Planned Activities	Provide public service benefits to youth, seniors, veterans, homeless and special needs population.
3	Project Name	CDBG Administration
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Program Administration
	Needs Addressed	
	Funding	CDBG: \$127,712
	Description	20% of annual allocation set aside for CDBG program administrative duties.
	Target Date	11/29/2018
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Activities will be undertaken within the City of Surprise.
	Planned Activities	Administrative duties administered for the CDBG program.
4	Project Name	HOME Housing Rehabilitation
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Neighborhood Improvements Owner Occupied Housing Rehabilitation
	Funding	CDBG: \$150,411
	Description	Provide substantial rehabilitation for low to moderate income residents.
	Target Date	11/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	5 families will be assisted with the HOME Rehabilitation program and the CDBG Emergency Home Repair program.
	Location Description	Activities will be undertaken within the City of Surprise - Original Town Site aka Heritage Overlay District, but offered city-wide.

	Planned Activities	Substantial rehabilitation up to \$25,000. If home is over 50 years old the city can invest up to \$35,000. The CDBG Emergency Home Repair program can provide up to \$10,000 in grant funding.
5	Project Name	Economic Development
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$60,000
	Description	Micro-Enterprise grants to provide assistance to new businesses or business retention. Total award is \$60,000; grants to be a minimum of \$1,000 to a maximum of \$20,000 per applicant.
	Target Date	11/29/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that up to 60 families can be assisted.
	Location Description	The location of business to be assisted will be in the Surprise Heritage District.
	Planned Activities	Micro-Enterprise grants to assist new businesses and business retention.
6	Project Name	Neighborhood Infrastructure Improvements
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Neighborhood Infrastructure Improvements Senior Center Services
	Needs Addressed	Neighborhood Improvements Senior Center Services
	Funding	CDBG: \$20,000
	Description	Senior Center large appliance replacement.
	Target Date	11/29/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that approximately 750 seniors may benefit from the improvements.
	Location Description	Senior Center located in the Surprise Heritage District aka Original Town Site.

	Planned Activities	Planned activities will include upgrade of the stove and refrigerator in the Senior Center.
7	Project Name	2017-2018 Emergency Home Repair
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Emergency Housing Rehabilitation
	Needs Addressed	Owner Occupied Housing Rehabilitation
	Funding	CDBG: \$150,411
	Description	Provide emergency repair assistance to 15 families who meet income guidelines.
	Target Date	11/29/2018
	Estimate the number and type of families that will benefit from the proposed activities	Up to 15 families will be provided emergency home repair.
	Location Description	Residents who reside within the City of Surprise.
	Planned Activities	Provide emergency home repair in order to correct health and safety issues for low to moderate income residents.

AP-38 Project Summary

AAP17-18 Amendment

Project Summary Information1	Project Name	Neighborhood Improvements
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Neighborhood Improvements
	Funding	CDBG: \$517,570
	Description	Infrastructure improvements within the Surprise Heritage District.
	Target Date	4/1/2018
	Estimate the number and type of families that will benefit from the proposed activities	50 families.
	Location Description	Surprise Heritage District
	Planned Activities	Neighborhood improvements.
2	Project Name	Affordable Housing Opportunities
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$500,000
	Description	Provide Affordable Housing Opportunities within the Surprise Heritage District.
	Target Date	4/1/2018
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 low to moderate income families particularly clients who are seniors, youth and veterans.
	Location Description	Activities will be undertaken within the City of Surprise and provide an area benefit to residents.
	Planned Activities	Affordable Housing

3	Project Name	CDBG Administration
	Target Area	ORIGINAL TOWNSITE
	Goals Supported	Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$113,063
	Description	20% of CDBG program income transfer of \$1,130,633 for administrative duties.
	Target Date	4/1/2018
	Estimate the number and type of families that will benefit from the proposed activities	100 families.
	Location Description	Activities will be undertaken within the City of Surprise target area.
	Planned Activities	Administrative duties administered for the CDBG program.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Surprise has one area of minority concentration. The Hispanic population makes up 82% of Census Tract 608 and totals 22,856 residents as per census 2010. This census tract includes all the Original Townsite and is the only area where a majority of the residents are low- and moderate-income.

Geographic Distribution

Target Area	Percentage of Funds
ORIGINAL TOWNSITE	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All area benefit activities included in the 5 Year Strategic Plan will take place in the Original Town Site a.k.a. Surprise Heritage District area. The city has a Council appointed resident group - the Planning and Zoning Commission, which monitor the implementation of the Specific Plan for the Revitalization of the Surprise Heritage District. Resources recommended by this commission include CDBG funds and general funds set aside for the revitalization of the Surprise Heritage District.

Discussion

Although the City of Surprise Heritage District has had higher concentration of low to moderate income residents, our services are income based therefore eligibility can be city wide as long as the income limits are met. The neighborhood improvements will occur within the Surprise Heritage District to further area benefit revitalization efforts.

AP-75-Barriers to affordable housing – 91.420,91-220(j)

Introduction

Barriers to affordable housing have been identified through the Maricopa HOME Consortium and the City of Surprise. Plans to take to remove or ameliorate the negative effects of public policies will be to affirmatively market fair housing and overcome identified barriers to affordable housing. These efforts in collaboration with the Consortium have resulted in the creation of a Fair Housing Plan. The plan includes development of specific goals and objectives to overcome barriers to affordable housing. The Consortium is in the process of updating the Maricopa County Regional Analysis of Impediments to Fair Housing Choice through consultants further documenting impediments to fair housing choices including lack of accessible housing and housing discrimination against persons with disabilities, lack of awareness of fair housing laws, the cost of affordable housing limiting housing choice, poor financial history of potential homebuyers, lack of transportation options in rural unincorporated Maricopa County, and distribution of resources.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

During the PY 2017-18, the following actions will contribute to the removal of barriers to affordable housing:

1. Surprise will dedicate resources to preservation and development. Surprise has newly created a specific zoning district to further delineate specific zoning districts in the original town site (OTS) to enhance preservation and development. This district is known as the “Surprise Heritage District” (SHD). The intent of this district is to enhance and protect the historic character of the area. Two overlay districts, “residential neighborhood overlay” and the “art & entertainment district” is to support the residents to preserve and protect their neighborhood and to promote the local arts and culture business opportunities.
2. The city’s allocation of HOME funds to major rehabilitation. Surprise also utilizes general funds on HOME eligible rehabilitation projects to match HOME expenditures for housing rehabilitation. The city maintains a match log and match is applied at the time of requests for reimbursement from Maricopa County Community Development.
3. City general revenues for beautification. Pride Day activities generally happen twice annually and are paid for with General Funds
4. The Neighborhood Stabilization Program (NSP) funding will assist in acquisition, rehabilitation, disposition, and homebuyer assistance to program eligible applicants at or below 50%-120% or Area

Median Income (AMI). These funds are required by the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act). Target areas for this funding are established by a HUD mapping tool that

5. Program Income from the Neighborhood Stabilization Program (NSP) funding has been reprogrammed into the CDBG program. This will assist in neighborhood improvements, potential tax credit projects within the Surprise Heritage District to offer affordable housing opportunities and program administration for community development and revitalization efforts located within the Surprise Heritage District-Original Town Site.

Discussion:

In furthering the discussion of actions that will be undertaken to remove the barriers of affordable housing, city council adopted the Surprise Heritage District (zoning overlay) in June 2016. This district will allow the flexibility of the type of structures allowed in the new zoning districts to include cottage industries, which allow small individual owned business in a residential area and permit manufactured homes within the neighborhood as another option for diversified housing opportunities in the target area. The adoption of the "SHD" will also offer development incentives such as reduction in setback requirements and 100% waiver of development impact fees. This action will further support Surprise's intent to ameliorate public policies which are barriers to affordable housing.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The primary category of needs to be addressed in the plan are neighborhood improvements to include economic development, public services to eligible populations and emergency housing rehabilitation

The proposed amendments in the plan are neighborhood improvements and affordable housing opportunities. These projects will be carried out with the NSP Program Income transfer into the CDBG Annual Action Plan 3 amendment.

Actions planned to address obstacles to meeting underserved needs

One of the main obstacles to meeting community needs is inadequate resources for programs. The decline in resources across sectors, including government agencies and foundations, due to the economic downturn has negatively impacted the quantity and quality of housing and community development services. Although federal stimulus funding helped to mitigate this trend to some extent, resources for these programs will likely be limited for the near future.

The City of Surprise has partnered with various social service agencies which are housed at the Surprise Resource Center located in the Surprise Heritage District. The services offered are veteran employment services, veteran job training club, employment workshops, career fairs, services for domestic violence and sexual abuse, Women, Infant and children (W.I.C) nutrition program, enrollment services for health insurance, programs, access to food and nutrition resource (SNAP, TANF, AHCCCS and navigation of the Affordable Care Act. The Resource Center also offers financial fitness workshops, tax preparation to poverty level families and credit counseling workshops.

Actions planned to foster and maintain affordable housing

The City of Surprise has an active strategy to promote homeownership and the preservation and management of existing residential property. To offset the increasing cost of housing in the private market, the city has undertaken a number of strategies to preserve and develop new affordable housing. These strategies include:

1. The use of general funds and HOME funds for the preservation of existing affordable owner-occupied housing.
2. Support of for-profit and nonprofit developers in the construction of Tax Credit assisted rental housing for families and seniors.
3. Development of Original Town Site (also known as the Surprise Heritage District) Revitalization Plan which has already resulted in public investment in community facilities, infill construction of mixed

income owner-occupied homes and specific zoning districts.

Actions planned to reduce lead-based paint hazards

Housing units assisted under any and all programs covered under this Consolidated Plan are inspected and/or tested prior to assistance as follows:

- a. The Housing Authority of Maricopa County inspects all rental units prior to occupancy by households who have Housing Choice Vouchers. For units built before 1978, chipped or peeling paint must be removed prior to occupancy.
- b. For units built before 1978, chipped or peeling paint must be removed prior to occupancy. Renter and owner-occupied units built before 1978 that are being rehabilitated with CDBG or HOME funds must be professionally assessed and abated as part of the assistance contract.
- c. Lead-based paint is not allowed or sold for residential construction after 1978. Newly constructed single-family or multifamily residences assisted with funding from the covered grants will be free of lead paint hazards.

Actions planned to reduce the number of poverty-level families

The Housing Authority of Maricopa County (HAMC) has two public housing developments in Surprise and administers Housing Choice Vouchers in the private rental market. The operations of HAMC in Surprise have not been formalized since Surprise incorporated as a city and an intergovernmental agreement would be beneficial.

The City of Surprise has partnered with various social service agencies which are housed at the Resource Center located in Surprise Heritage District. The services offered are veteran employment services, veteran job training club, services for domestic violence and sexual abuse, Women, Infant and children (W.I.C) nutrition program, enrollment services for health insurance, programs, access to food and nutrition resource (SNAP, TANF, AHCCCS and navigation of the Affordable Care Act. The Resource Center also offers financial fitness workshops, tax preparation to poverty level families and credit counseling workshops.

Actions planned to develop institutional structure

The City of Surprise is the clearinghouse and facilitator for the activities as described by the Consolidated Plan. The Neighborhood Services Division of the Human Service and Community Vitality Development Department oversees the administration of all CDBG and HOME entitlement programs. The department is responsible for:

- Program management and oversight

- Interdepartmental coordination
- Sub recipient contract administration and monitoring
- Program evaluation
- Consolidated Plan preparation, monitoring and evaluation
- Required reporting to HUD

Divisions within the Human Service and Community Vitality Department include the Resource Center which provides a one-stop-shop for social services. (see above action plan to reduce number of poverty-level families) Other departments and private agencies that participate in the implementation of federal, state and county-funded grants include:

- City Council - formal approval body for policy making and release of funds
- The Public Works Department - has experience in administering the procurement and Labor Standards requirements of federally funded projects. The Engineering Department within Public Works administers the Capital Improvement Plan, which includes projects located within the Surprise Heritage District
- Financial management will be appropriately separated between the Finance Department and Human Service and Community Vitality Department

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Surprise has partnered with various social service agencies which are housed at the Resource Center located in the Surprise Heritage District. The services offered are veteran employment services, veteran job training club, services for domestic violence and sexual abuse, Women, Infant and children (W.I.C) nutrition program, enrollment services for health insurance, programs, access to food and nutrition resource (SNAP, TANF, AHCCCS and navigation of the Affordable Care Act. The Resource Center also offers financial fitness workshops, tax preparation to poverty level families and seniors and credit counseling workshops.

The city is also carrying out public service activities under the CDBG program through an open application process. The city utilizes CDBG and HOME funds for emergency home repair and owner-occupied housing rehabilitation. The city is undertaking discussions at senior management level with Maricopa County and other public private entities in order to create more affordable housing units within the Surprise Heritage District.

Discussion

The city is committed to preserving neighborhoods through neighborhood infrastructure improvements in the target area. **Affordable Housing is identified as a high priority in the Consolidated an Amendment.**

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

At the beginning of Program Year 2016-2017 we do not anticipate any program income, however we will budget approximately \$22,000.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	22,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	22,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Due to program requirements we foresee 100% of CDBG funds be used for extremely low to moderate income residents. All activities are deemed eligible for funding and have met environmental clearance in the projects requiring said clearance.

DRAFT

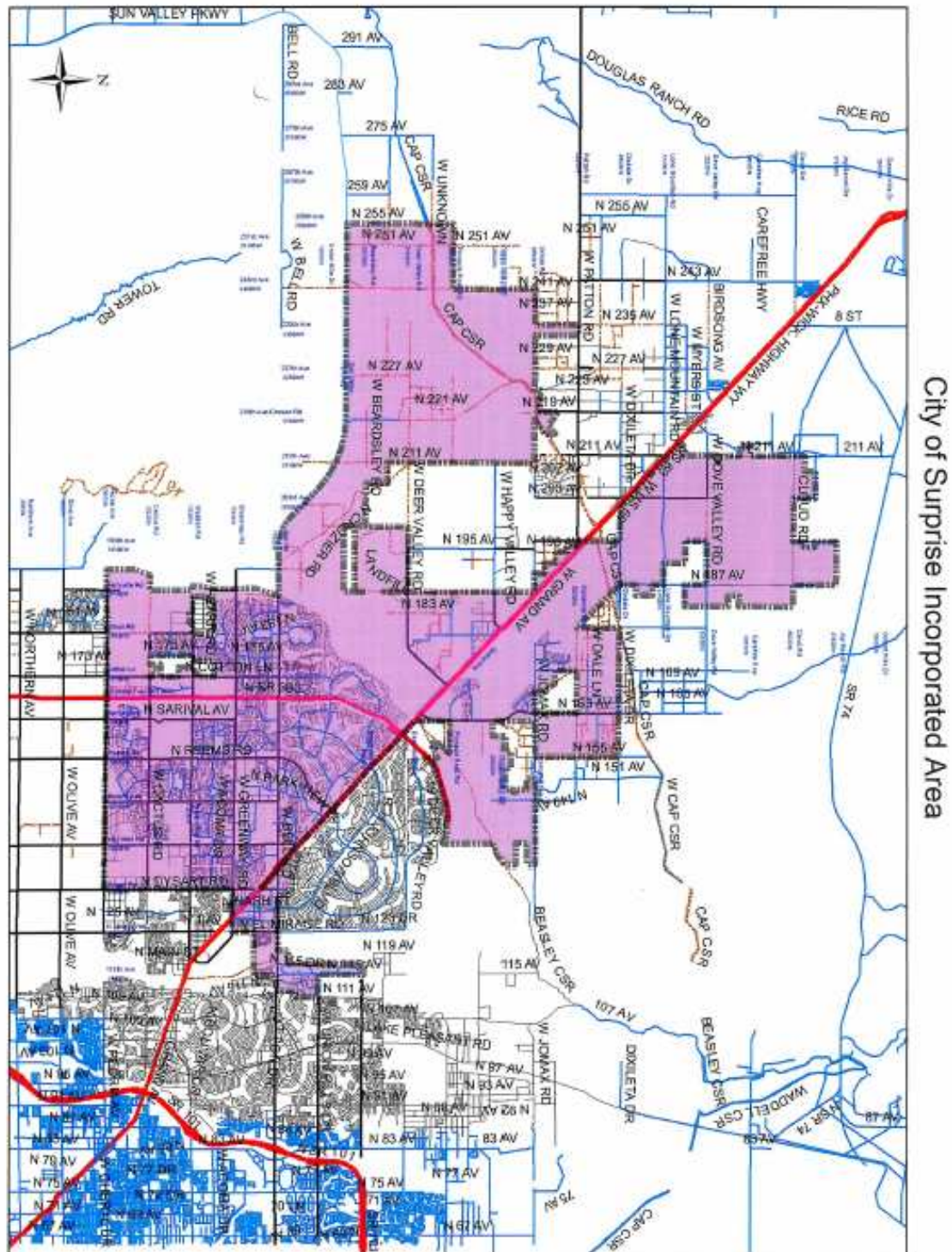
Appendix 1 – Public Notices

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Appendix 1 – Public Notice 2

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Appendix 2 – Geographical Maps: Map 1 Incorporated Area – Surprise



OMB Control No: 2506-0117 (exp. 06/30/2018)



Appendix 3 – Continuum of Care Unsheltered Street Count: Table 1

Unsheltered Street County by Municipality (2013-2017):

All communities participate in the unsheltered homeless count conducted during the last week of January. Numbers for all communities with the exception of Phoenix are a direct census of individuals interviewed by volunteers, law enforcement, and outreach workers. The City of Phoenix conducts a survey using an extrapolation method by which areas are designated "high density" or "low density" areas. Direct counts in those areas are then extrapolated to estimate the number of individuals experiencing homelessness in unsheltered situations within the City of Phoenix geographic boundaries.

Municipality	2017	2016	2015	2014	2013
Apache Junction	0	0	0	0	0
Avondale	27	37	20	12	5
Buckeye	0	0	0	0	0
Carefree	0	0	0	0	0
Cave Creek	0	2	1	0	0
Chandler	27	14	31	18	20
El Mirage	0	0	0	0	7
Fountain Hills	0	0	0	0	0
Gila Bend	7	9	0	0	0
Gilbert	2	1	1	0	0
Glendale	57	44	25	39	16
Goodyear	7	7	1	2	4
Guadalupe	0	8	0	5	12
Litchfield Park	0	0	0	0	0
Mesa	130	95	155	55	42
Paradise Valley	0	0	0	0	0
Peoria	22	31	30	13	0
Phoenix	1508	1235	994	771	1339
Queen Creek	1	1	0	0	0
Scottsdale	50	67	0	39	11
Surprise	16	6	7	0	0
Tempe	202	88	24	97	125
Tolleson	0	0	0	2	0
Wickenburg	1	0	0	0	0
Youngtown	2	1	0	0	0
Total	2059	1646	1289	1053	1581



2013-2017 POINT IN TIME COUNT | Maricopa Regional Continuum of Care

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: CDBG Annual Action Plan 2017-18 Amendment

OVERALL PUBLIC INVOLVEMENT LEVEL:

Public Hearing on 3/1/18 (P & Z Meeting) and 3/20/18 Council Meeting. 30 day Public comment period (3/5- 4/5/18) for draft Annual Action Plan 2017-18 Amendment

IDENTIFY STAKEHOLDERS:

OTS residents/property owners, public service nonprofits, City of Surprise staff;Public Works, Community Development, Economic Development and Human Services.

OBJECTIVES:

Create viable neighborhoods, provide decent, safe and affordable housing; Low to moderate income resident job creation; provide services to those with special needs

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) Public Hearings 3/1; 3/20 & 3/5-4/5/18 30 day pub.comm
Future Council Work Session/Meetings target dates 3/20/18
Election dates (if applicable)
Project start/completion dates 11/2018

Communication Tools and Technique options: (which do you plan to use?)

- ☒ Press releases
- ☒ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☐ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☒ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☐ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☒ Website updates



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:		District:	1
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
---------	---------	----------------	---	-------------------

Agenda Wording:

Consideration and action regarding a 117-Lot Preliminary Plat for Rancho Del Rey, generally located north of the Happy Valley Road alignment and east of the Bullard Avenue alignment.

Motion:

Motion to approve the requested Preliminary Plat subject to stipulations “a” through “c”.

Background:

Dan Auxier of EPS Group on behalf of Y & M Rayis Trust et. al. requests approval of a Preliminary Plat in the recently approved Residential Medium Density (RM-9) PUD zoning district. The Preliminary Plat includes 117 45' x 110' single-family lots and approximately 4.7 acres of open space. The project will integrate with Rancho Mercado, which surrounds the site on all four sides.

Objective Analysis:

The City Council previously approved a Zone Change for the subject property. The subject Preliminary Plat meets the requirements of that zoning district, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and offered no objections. As an infill, the property is somewhat constrained; however, staff believes the proposed Preliminary Plat is well designed with appropriate amenities. The project is well integrated with the adjacent Rancho Mercado project and advances the goals and policies as established in the currently approved General Plan. While the development of this property will increase traffic congestion in the region, the likelihood of retailers entering the area is dependent upon increased residential.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.69 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The General plan seeks appropriate buffers and transitions between the various Character Areas; however, since the subject request is consistent with the proposed development

of the surrounding area, transition and buffering are not an issue.

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:

Click to download

- ☐ [00 - FS17-568 - Rancho Del Rey Preliminary Plat - Staff Report](#)
 - ☐ [01 - FS17-568 - Rancho Del Rey Preliminary Plat - Vicinity Map](#)
 - ☐ [02 - FS17-568 - Rancho Del Rey Preliminary Plat - Case Map](#)
 - ☐ [03 - FS17-568 - Rancho Del Rey Preliminary Plat](#)
 - ☐ [04 - FS17-568 - Rancho Del Rey Preliminary Plat - Landscape Plans](#)
 - ☐ [05 - FS17-568 - Rancho Del Rey Preliminary Plat - Luke AFB Comments](#)
 - ☐ [06 - FS17-568 - Rancho Del Rey Preliminary Plat - ADOT Comments](#)
 - ☐ [07 - FS17-568 - Rancho Del Rey Preliminary Plat - MWD Comments](#)
 - ☐ [08 - FS17-568 - Rancho Del Rey Preliminary Plat - Presentation](#)
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: **FS17-568**

Project Name: Rancho Del Rey

Council District: 1

Meeting Date: **March 20, 2018**

Planner: Robert H. Kuhfuss, AICP

Owner: Y & M Rayis Trust et. al.

Applicant: Dan Auxier, EPS Group, Inc.

Request: Preliminary Plat in the Residential Medium Density (RM-9) PUD Zoning District

Site Location: Generally north of the Happy Valley Road alignment and east of the Bullard Avenue Alignment

Site Size: 24.95 gross acres (approx.)

Density: 4.69 DU/Ac

General Plan Conformance: The proposals advance the goals of the Surprise General Plan 2035.

Support/Opposition: No items of support or opposition received.

Commission

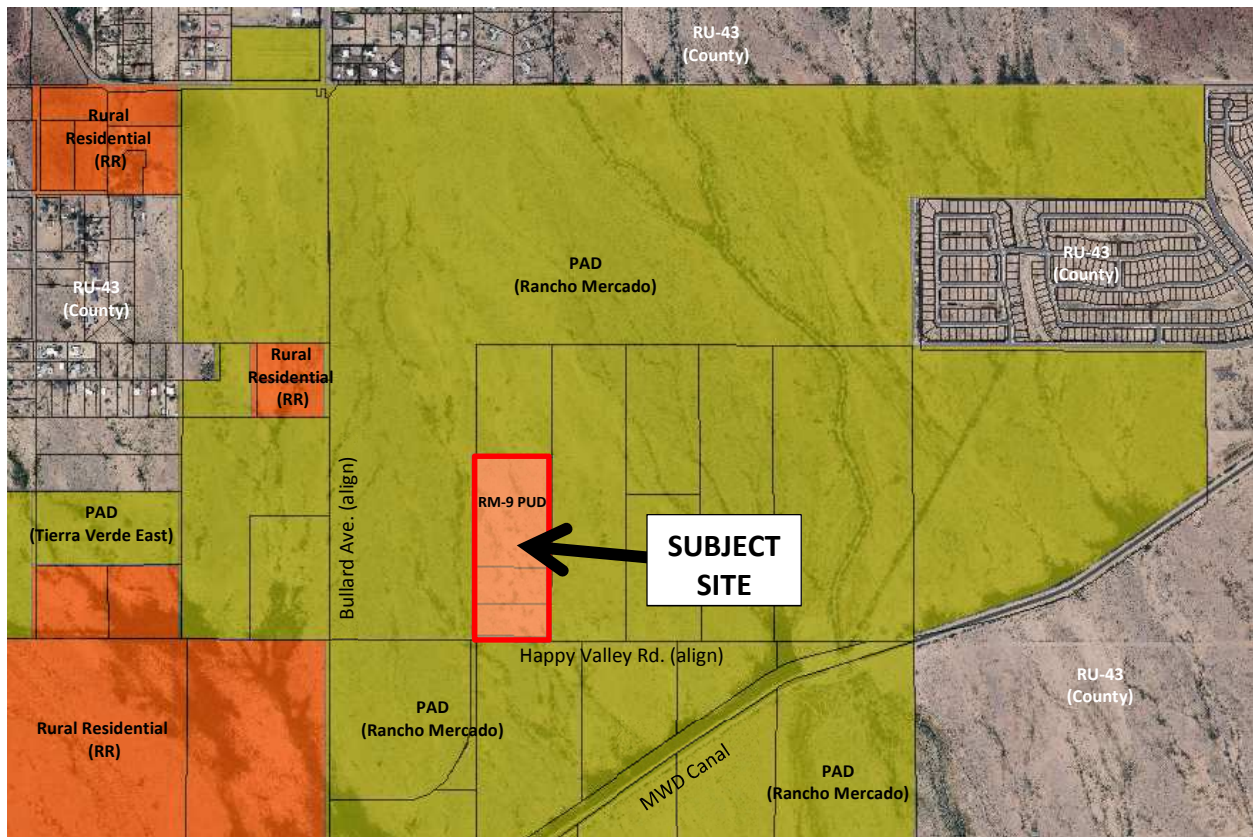
Recommendation: **Approve** the proposed Preliminary Plat, subject to stipulations "a" through "c".

Project Description:

Dan Auxier of EPS Group on behalf of Y & M Rayis Trust et. al. requests approval of a Preliminary Plat in the recently approved Residential Medium Density (RM-9) PUD zoning district. The Preliminary Plat includes 117 45' x 110' single-family lots and approximately 4.7 acres of open space. The project will integrate with Rancho Mercado, which surrounds the site on all four sides.

Existing Zoning:

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



BACKGROUND:

July 11, 2006: The Maricopa County Board of Supervisors approved a request for a Development Master Plan (DMP) and associated Zone Change for the Rancho Mercado project in what was then unincorporated Maricopa County.

October 11, 2007: The Surprise City Council approved the Rancho Mercado PAD under case PAD06-276, Ordinance #07-46.

November 10, 2007: The City of Surprise annexed the subject property via Ordinance # 2007-47.

65 **January 5, 2016:** The City Council approved a Preliminary Plat for Rancho Mercado Unit 1 under
66 case FS15-069.

67
68 **June 16, 2016:** The Rancho Del Rey project was discussed at a Concept Review meeting under case
69 CR16-237.

70
71 **November 18, 2016:** The applicant filed a request for a Zone Change from RR to RM-9 PUD for
72 Rancho Del Rey under case FS16-516.

73
74 **December 28, 2016:** The applicant conducted a Citizen Outreach meeting regarding the Zone
75 Change requested under FS16-516.

76
77 **June 6, 2017:** The City Council approved the zone change requested under FS16-516.

78
79 **September 21, 2017:** The applicant submitted a Preliminary Plat under FS17-568, the subject case.

80
81 **February 15, 2018:** The Planning and Zoning Commission voted to recommend approval of the
82 Preliminary Plat requested under the subject case, subject to stipulations “a” through “c”.

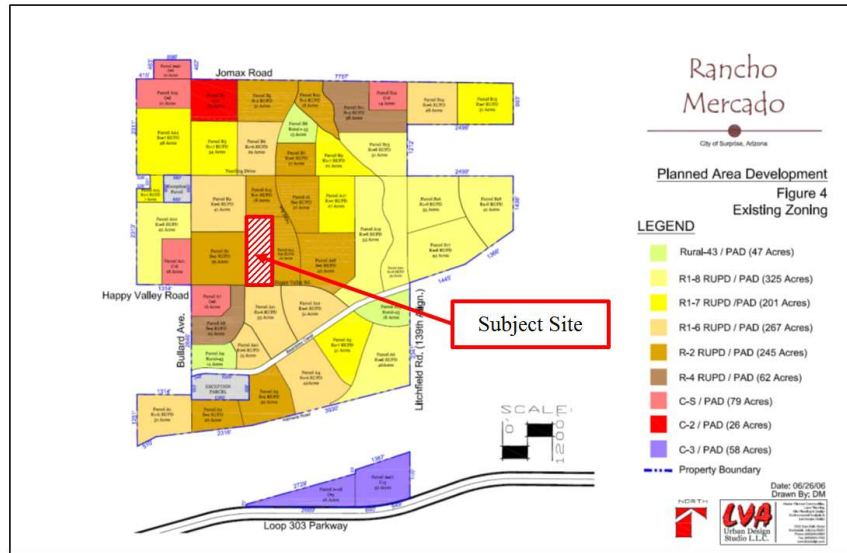
83
84 **Citizen Outreach:**

85
86 The Zone Change that preceded the subject Preliminary Plat was subject to certain notification
87 requirements, which were met during the processing of the Zone Change. While the subject
88 Preliminary Plat is not subject to those notification requirements, the project was discussed in detail
89 during the outreach meetings.

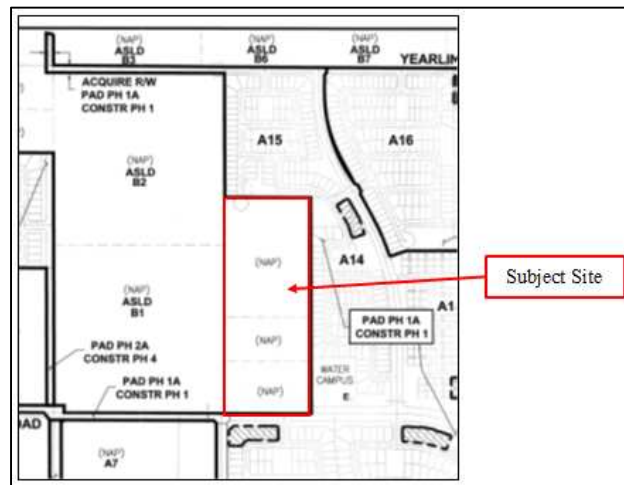
90
91 **Analysis and Discussion:**

92
93 The subject property was an exception to the Rancho Mercado PAD, but is completely surrounded
94 by it. For all intents and purposes, the subject property is an infill project. The intent of the
95 previously approved Zone Change was to allow development of this exception piece to occur in a
96 manner that is consistent with the surrounding PAD. The following Land Use map taken from the
97 Rancho Mercado PAD is annotated to show the location of the subject property relative to the
98 surrounding PAD.

99
100
101
102
103
104 [See image on following page.]
105
106
107

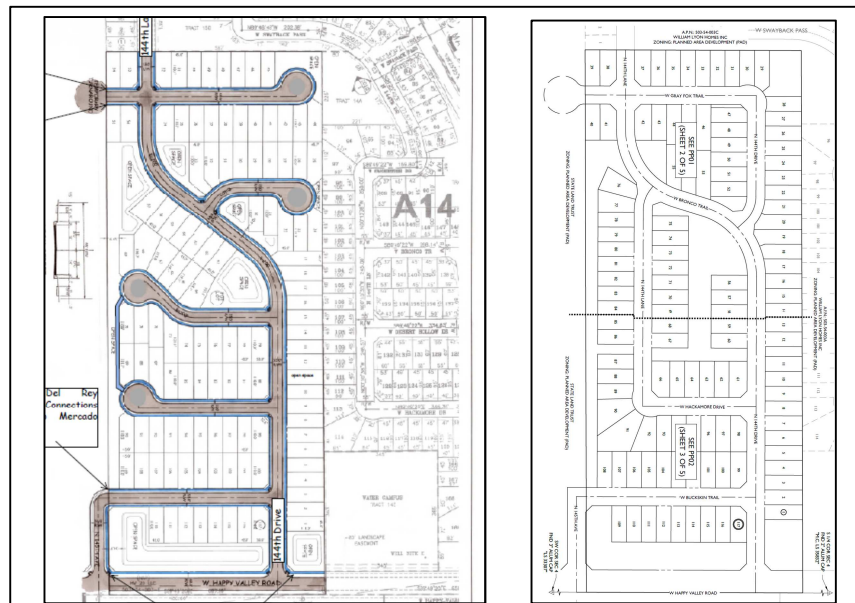


The land to the north, east and south of the subject property was also the subject of a Preliminary Plat for Rancho Mercado Unit 1, which the City Council approved on January 5, 2016. The following snip taken from the Rancho Mercado Unit 1 Preliminary Plat shows the relationship between the subject property and the approved Rancho Mercado Unit 1 Preliminary Plat.



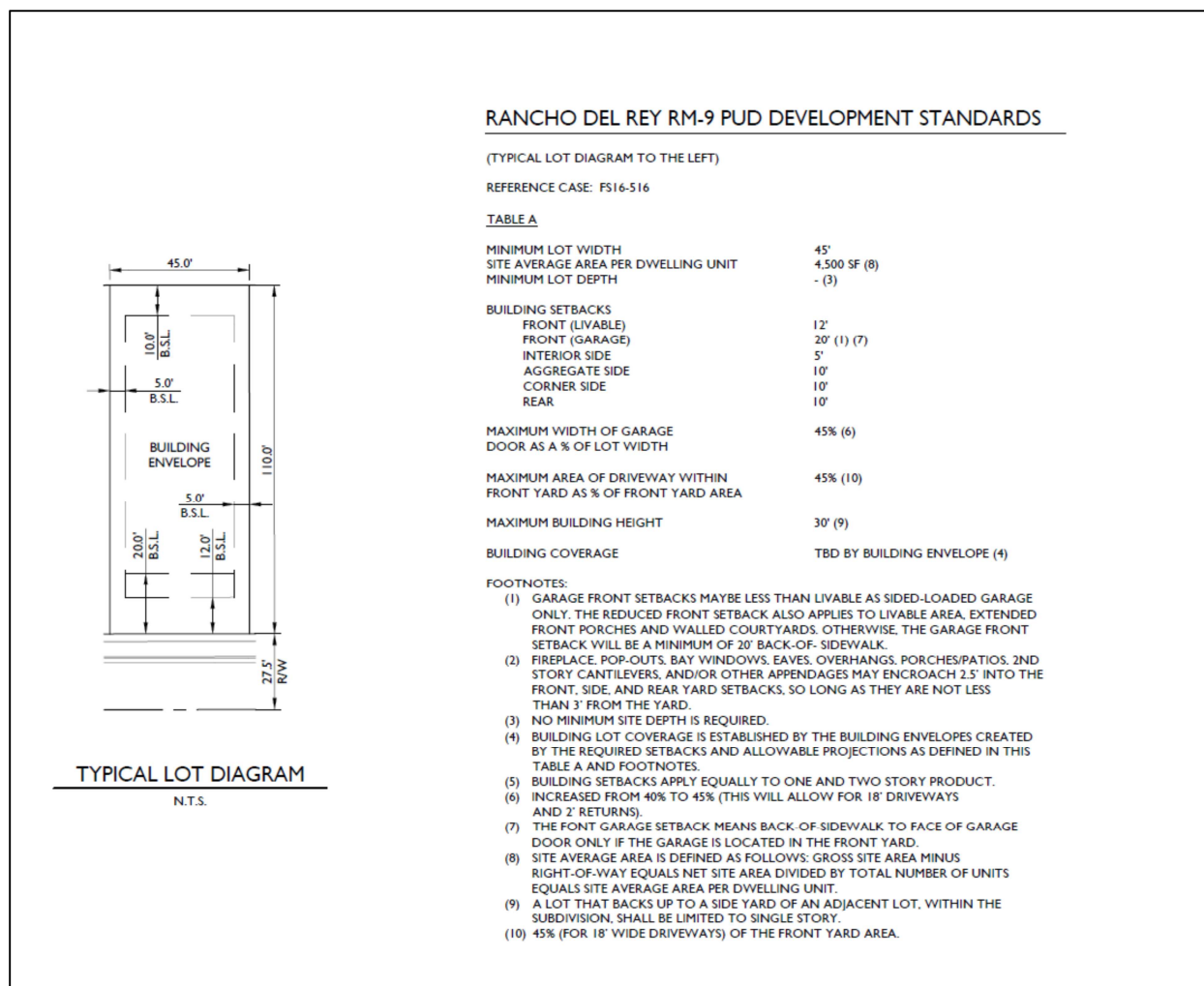
[Continued on following page.]

The following image places Exhibit E of the approved zoning narrative side-by-side with the proposed layout as expressed in the subject Preliminary Plat, both in the context of adjacent parcels within Ranch Mercado Unit 1. In both cases, primary access will be taken from Happy Valley Road via 144th Drive. Secondary access will be through an easement over the neighboring State Trust Land to the west at 145th Avenue. A temporary turn-around will occur at the end of the stub-out on the State Trust Land near the northwest corner of the subject site, which will be removed upon the development of the adjacent property. 144th Lane will connect to Rancho Mercado Parcel A15 to the north. Staff notes the proposed layout differs slightly from the conceptual layout as expressed in the zoning narrative. Staff is comfortable with this change as the proposed layout omits four (4) cul-de-sacs and is a generally more efficient design. Further, the proposed layout meets the density and development standards as approved in the rezone case.



The base zoning is RM-9, which would allow up to 9 dwelling units per acre (DU/Ac) were it not for the PUD Overlay, which caps the density to 4.7 DU/Ac. The PUD Overlay also sets certain development standards as expressed in the following table, taken from Sheet PP04 of the subject Preliminary Plat, which are consistent with those approved under the zoning case.

[See image on following page.]



154

155 The SUDC requires that not less than 20% of the “net residential acreage” be set aside as open
 156 space. The net residential acreage is essentially the total amount of land taken up by the individual
 157 lots combined with the total open space. The applicant proposes 4.68 acres of open space, which
 158 exceeds the 20% requirement set forth in the SUDC. Within that open space will be a pocket park
 159 with playground equipment, ramada, picnic table, trash receptacle, shaded seating, and turf play
 160 areas. A trail will extend along the open space tract located along the west side of the property
 161 thereby connecting the two western cul-de-sacs.

162

Lot Area	609,307 SF	13.99 Acres
Open Space	203,311 SF	4.68 Acres
Net Residential Acreage = Lot Area + Open Space	812,618 SF	18.66 Acres
Open Space as % of NRA	25%	

163

164

165

As with other projects in this region, staff is concerned over the incremental increase in the number of platted lots since this region also suffers from a lack of connectivity to the surrounding area, with the majority of the traffic being funneled to the intersection of 163rd Avenue and Grand Avenue. Increasing the population within that area will only serve to increase the traffic congestion at that intersection until such time as alternative access to the region is established. The City of Surprise is working with another developer to the east, which will extend Happy Valley Road from 163rd Avenue in an easterly direction to connect with existing development occurring within the unincorporated area of Maricopa County; however, the extension of Happy Valley Road will only have minimal impacts to the congestion problem occurring at 163rd Avenue and Grand Avenue. The City is also discussing a future interchange at Litchfield Road and the Loop 303, which will ultimately reduce traffic congestion in the immediate area; however, that interchange might not be constructed until several years into the future. The City is also discussing a grade-separated crossing at Jomax Road and Grand Avenue, but this is well into the future and will have no impacts in the short run.

Having stated this, the City has little in the way of being able to limit development in the area or manage traffic, especially where existing zoning entitlements already grant the rights of the developer to proceed as currently approved. Additional rooftops in the region, however, will have the effect of incentivizing commercial retailers to establish much needed businesses in the area, which will have the effect of altering traffic patterns in the region.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	SWG
Irrigation:	N/A
Schools:	Dysart USD #89

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.69 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The General plan seeks appropriate buffers and transitions between the various Character Areas; however, since the subject request is consistent with the proposed development of the surrounding area, transition and buffering are not an issue.

200 **Reviewing Agencies:**

201
202 All city reviewing departments have reviewed the request and expressed no issues or concerns.
203 The subject Preliminary Plat was also routed to the standard external reviewing agencies who
204 offered no comments; however, the following comments were offered by these agencies as part of
205 the previous zone change request:

206
207 **Arizona Department of Transportation (ADOT):** in an email dated November 18, 2016 (attached),
208 ADOT indicated no objection to the request.

209
210 **Luke Air Force Base (LAFB):** In a letter dated November 22, 2016 (attached), LAFB indicated the
211 proposed development will not negatively affect operation at the base, but recommends
212 appropriate sound attenuation.

213
214 **Maricopa Water District (MWD):** In an email dated November 21, 2016 (attached), MWD
215 indicated the proposed project is outside their current boundaries.

216
217 **Dysart Unified School District:** The project was also routed to the Dysart Unified School District,
218 who has not offered comment; however, the Rancho Mercado development includes a school site,
219 which is located approximately ¼ mile south of the subject site. While the timing of construction of
220 the school is unknown, children living in the proposed community will have the opportunity to
221 attend school at that location once constructed.

222
223 **Summary:**

224
225 The City Council previously approved a Zone Change for the subject property. The subject
226 Preliminary Plat meets the requirements of that zoning district, in addition to other requirements as
227 set forth in the SUDC. All city reviewing departments have reviewed the request and offered no
228 objections. As an infill, the property is somewhat constrained; however, staff believes the proposed
229 Preliminary Plat is well designed with appropriate amenities. The project is well integrated with the
230 adjacent Rancho Mercado project and advances the goals and policies as established in the
231 currently approved General Plan. While the development of this property will increase traffic
232 congestion in the region, the likelihood of retailers entering the area is dependent upon increased
233 residential.

234
235 **Findings:**

- 236
237
 - The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
 - The proposed Preliminary Plat is consistent with the RM-9 PUD Zoning District as amended by

238 case FS16-516.

239
 - The reviewing agencies have indicated no concerns.

240
241
242

Commission Recommendation:

Based on the findings noted above, the Commission recommends the City Council **approve** the subject Preliminary Plat, subject to stipulations 'a' through 'c' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Preliminary Plat for Rancho Del Rey" consisting of five (5) sheets prepared by EPS Group, Inc. dated December 15, 2017 and stamped received December 18, 2017.
- b. Landscaping of the development shall be consistent with the Preliminary Landscape Plans entitled "Rancho Del Rey Landscape Plan", consisting of three (3) sheets prepared by The McGough Group, dated December 15, 2017 and stamped received December 18, 2017.
- c. Non-compliance with the stipulations of approved plan for this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

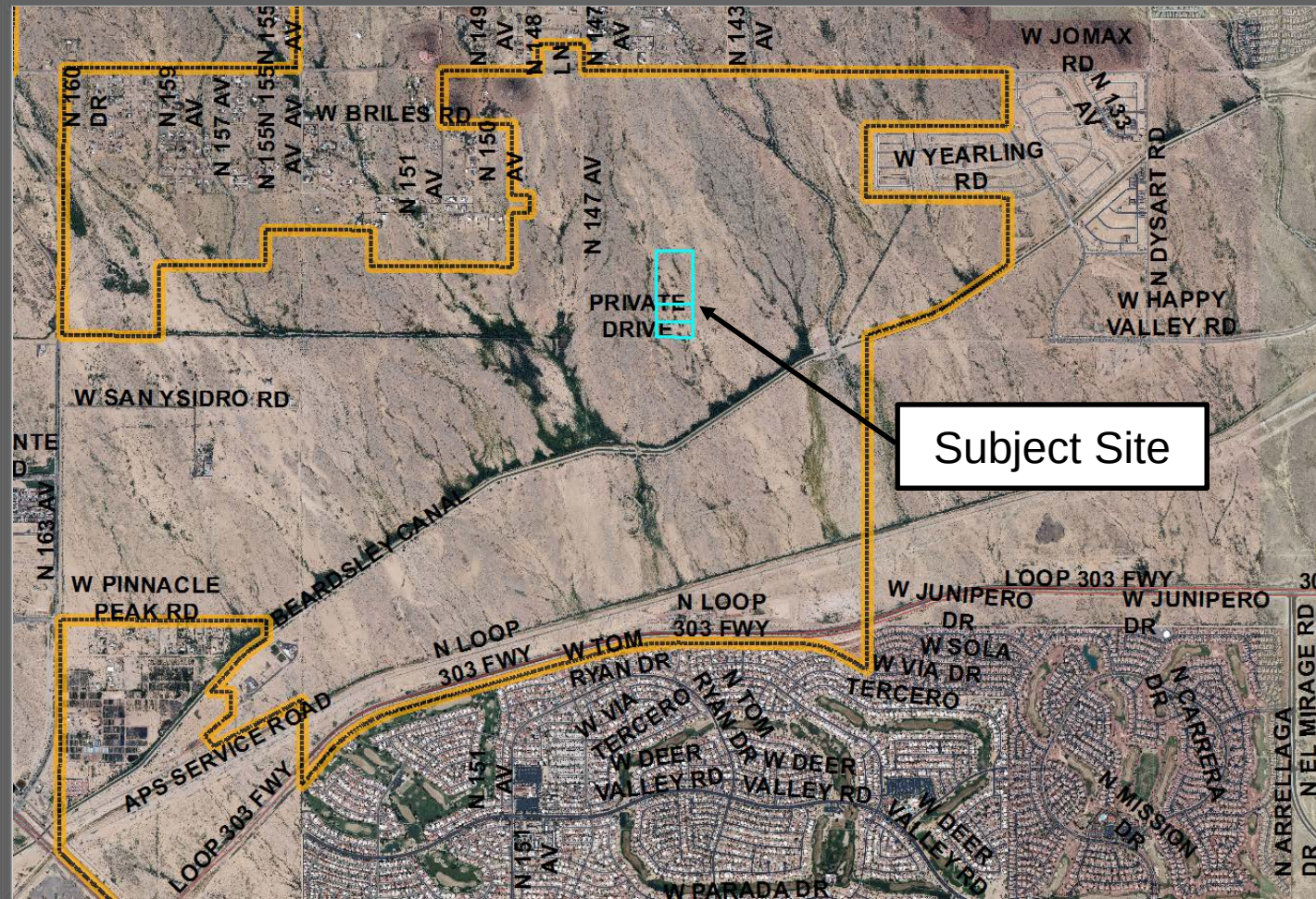
However, should the Commission wish to recommend denial of the request, the Commission should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 – Vicinity Map
- 02 – Case Map
- 03 – Preliminary Plat
- 04 – Preliminary Landscape Plans
- 05 – Luke Air Force Base comments
- 06 – ADOT comments
- 07 – MWD comments

FS17-568
Rancho Del Rey
Preliminary Plat

Vicinity Map

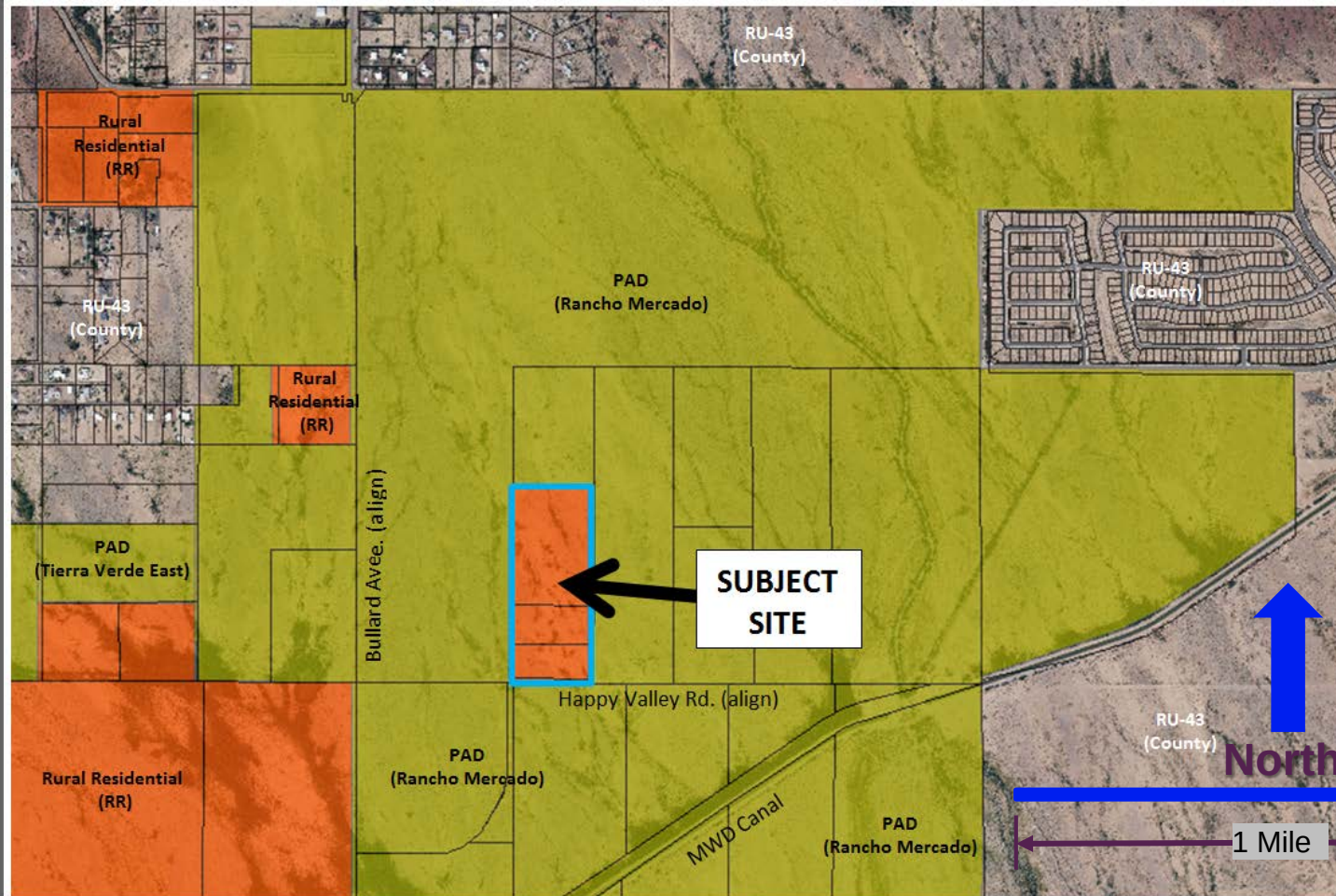


North

1 Mile

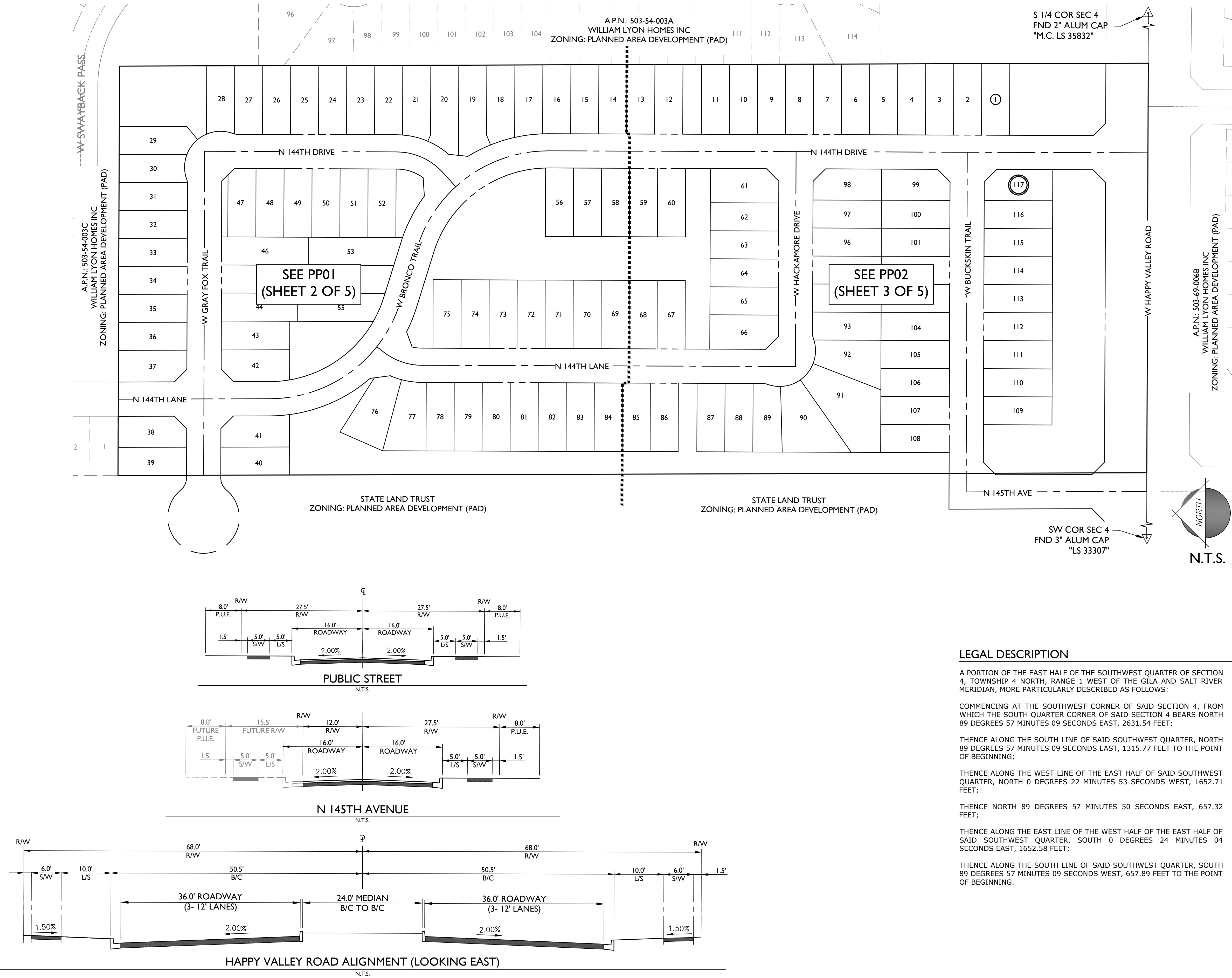
FS17-568
Rancho Del Rey
Preliminary Plat

Vicinity Map



PRELIMINARY PLAT
FOR
RANCHO DEL REY
SURPRISE, ARIZONA

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4
NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89 DEGREES 57 MINUTES 09 SECONDS EAST, 2631.54 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 57 MINUTES 09 SECONDS EAST, 1315.77 FEET TO THE POINT OF BEGINNING;

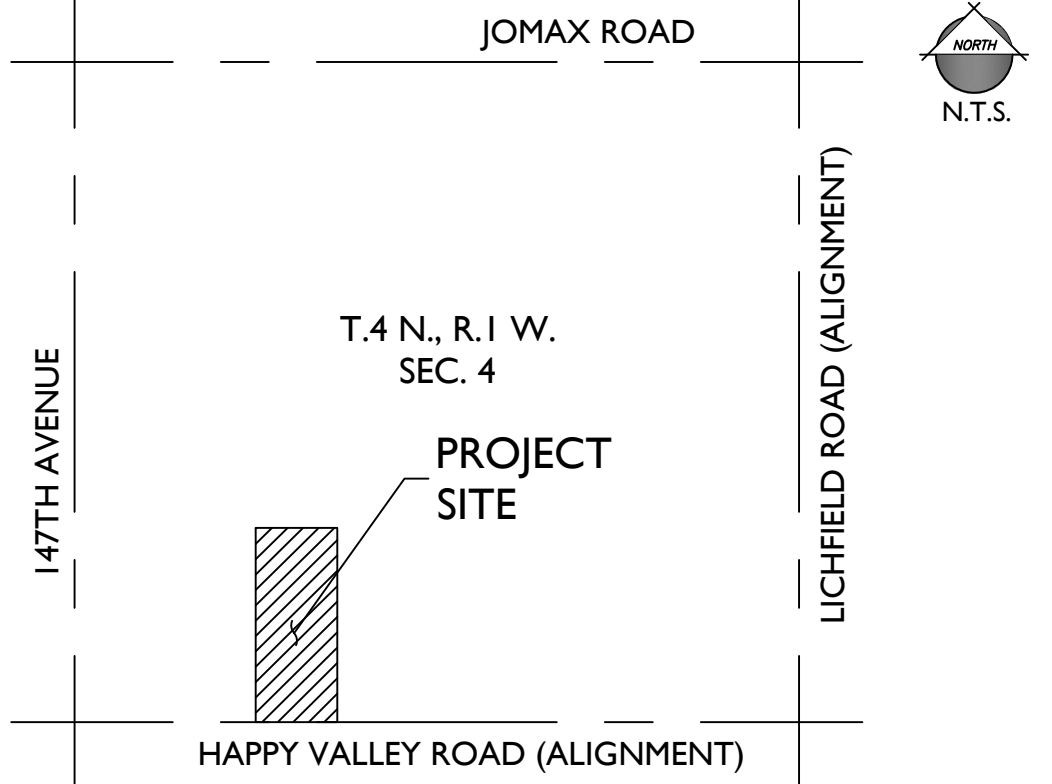
THENCE ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, NORTH 0 DEGREES 22 MINUTES 53 SECONDS WEST, 1652.71 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, 657.32 FEET;

THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SOUTHWEST QUARTER, SOUTH 0 DEGREES 24 MINUTES 04 SECONDS EAST, 1652.58 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 57 MINUTES 09 SECONDS WEST, 657.89 FEET TO THE POINT OF BEGINNING.

VICINITY MAP



PROJECT TEAM

DEVELOPER:
KENT A. XANDER
8530 E. VIA DEL SOL DR.
SCOTTSDALE, AZ 85255
TEL: 602-499-9305
CONTACT: KENT XANDER

CIVIL ENGINEER:
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: 480-503-2250
CONTACT: DAN "OX" AUXIER, P.E.

PLANNER:
WALSH DESIGN GROUP
6106 E. ROSE CIRCLE DR.
PHOENIX, AZ 85018
TEL: 602-619-7581
CONTACT: JOE WALSH

LANDSCAPE ARCHITECT:
MCGOUGH GROUP
11110 N. TATUM BLVD, SUITE 100
PHOENIX, AZ 85028
TEL: 602-997-9093
CONTACT: TIM MCGOUGH

PROJECT DATA

A.P.N.: 503-54-003E; 003F; 003D
CURRENT LAND USE: UNDEVELOPED / NATURAL DESERT
EXISTING GENERAL PLAN: NEIGHBORHOOD
EXISTING ZONING: RM-9 PUD

GROSS AREA: ± 24.95 AC.
NET AREA: ± 23.91 AC. (LESS HAPPY VALLEY R/W)

LOT SIZE: 45' x 110'
NO. OF LOTS: 117

GROSS DENSITY: 4.7 DU/AC
NET DENSITY: 4.9 DU/AC

OVERALL OPEN SPACE: 4.68 AC (19.6% OF NET)

GENERAL NOTES

- THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
- LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
- ALL PUBLIC STREETS WILL BE CONSTRUCTED TO THE CITY OF SURPRISE MINIMUM STANDARDS AS MODIFIED HEREIN.
- THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATIONS OF REQUIRED STREET LIGHTS.
- THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS.
- THE AREA PLATTED HEREIN LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

DEVELOPMENT STANDARDS

RANCHO DEL REY SHALL CONFORM TO THE RM-9 PUD DEVELOPMENT STANDARDS APPROVED WITH THE MAJOR ZONING AMENDMENT (F316-516) FOR RANCHO DEL REY BY CITY COUNCIL ON JUNE 6, 2017. SEE SHEET 5 OF THIS PRELIMINARY PLAT.

BASIS OF BEARING

WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, T.4 N., R.1 W., OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS RECORDED IN DOC. 20150652453, M.C.R.
BEARING: N 00°22'53" W

UTILITIES

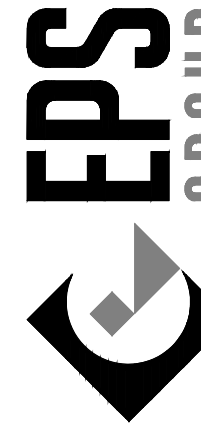
WATER
SEWER
GAS
ELECTRIC
TELEPHONE / COX
CABLE TV
FIRE
POLICE

CITY OF SURPRISE
CITY OF SURPRISE
SOUTHWEST GAS
ARIZONA PUBLIC SERVICE
CENTURYLINK / COX
CENTURYLINK / COX
CITY OF SURPRISE
CITY OF SURPRISE

SHEET INDEX

SHEET 1	CS01	COVERSHEET
SHEET 2	PP01	PRELIMINARY PLAT
SHEET 3	PP02	PRELIMINARY PLAT
SHEET 4	PP03	HAPPY VALLEY ROAD TAPER
SHEET 5	PP04	DATA TABLES & LOT DIAGRAM

2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com



Rancho del Rey

Surprise, Arizona

COVER SHEET

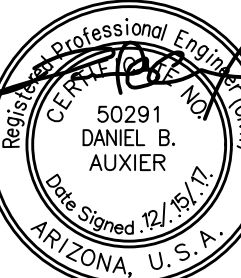
Project:

Revisions:

AUGUST 30, 2017 - 1ST PRELIMINARY PLAT SUB.
NOVEMBER 17, 2017 - 2ND PRELIMINARY PLAT SUB.
DECEMBER 15, 2017 - 3RD PRELIMINARY PLAT SUB.



Designer: DMA
Drawn by: DCH



Expires: 12/31/2018

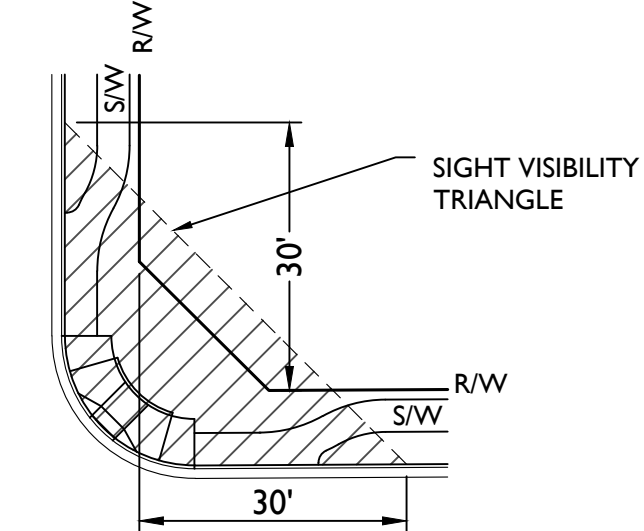
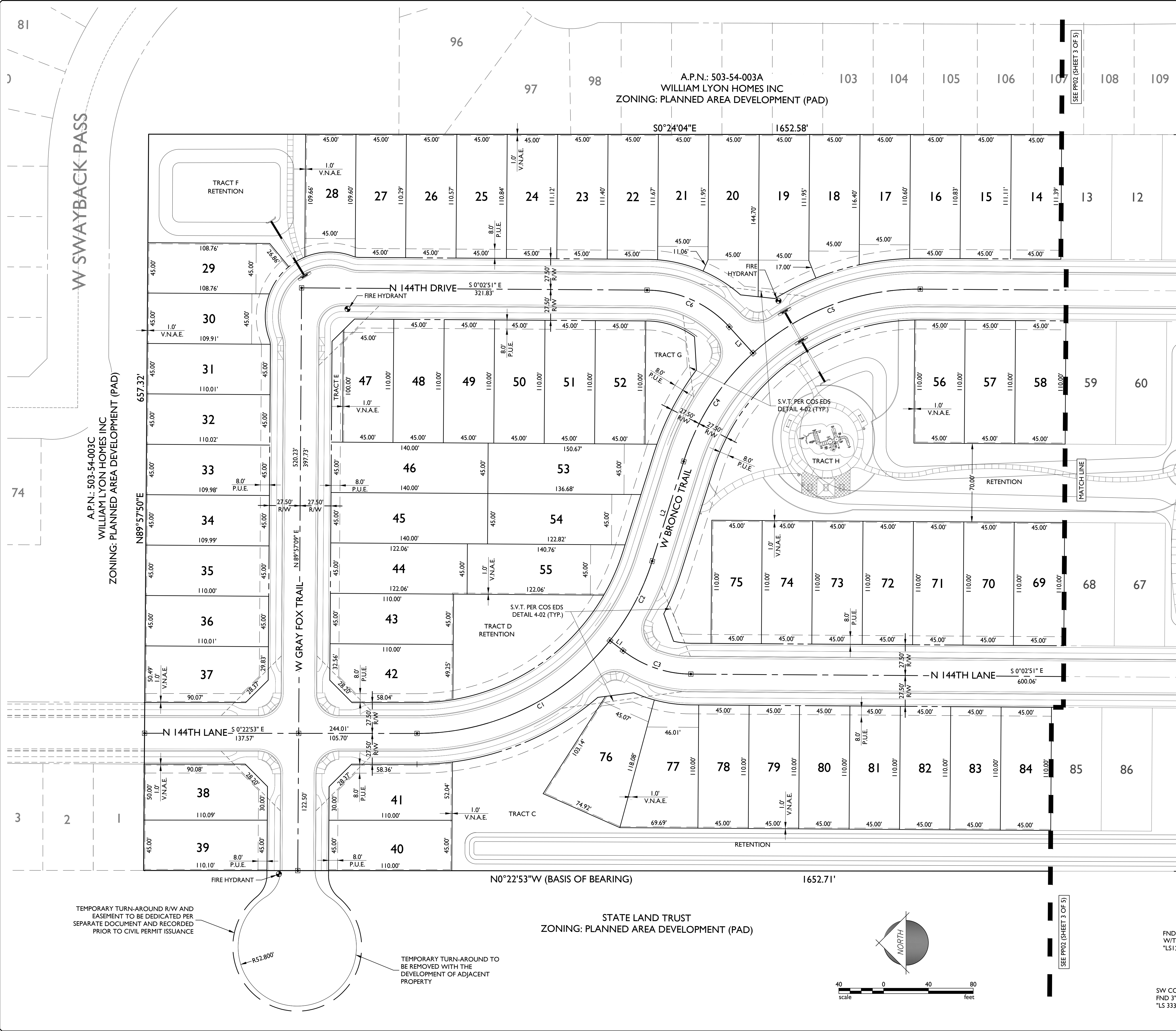
Job No.
16-226

CS01

Sheet No.
1
of 5

I6-226 - Rancho del Rey

Dec 15, 2017 9:41am S:\Projects\2016\I6-226\Planning\Drawings\16-226 - Rancho del Rey - PP01.dwg dhughes



TYPICAL S.V.T. EASEMENT
N.T.S.
(PER CITY OF SURPRISE ENGINEERING
DESIGN STANDARDS DETAIL 4-02)

S.V.T. EASEMENT NOTE
THE BUILDING ENVELOPES OF LOTS 37, 38, 41, 42, 61, 66, 98, 99, AND 117 ARE RESISTED DUE TO THE SIGHT VISIBILITY TRIANGLE.

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.77'	S37°31'47"W
L2	93.31'	S72°41'12"E
L3	31.61'	S47°34'56"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	197.77'	220.00'	191.18'	051°30'21"
C2	80.77'	220.00'	80.32'	021°02'09"
C3	65.17'	100.00'	64.02'	037°20'27"
C4	116.22'	220.00'	114.88'	030°16'08"
C5	163.60'	220.00'	159.85'	042°36'24"
C6	82.72'	100.00'	80.38'	047°23'37"

2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
WWW.EPSGROUPINC.COM

Project: Rancho del Rey
Surprise, Arizona

Revisions:

AUGUST 30, 2017 - 1ST PRELIMINARY PLAT SUB.	
NOVEMBER 17, 2017 - 2ND PRELIMINARY PLAT SUB.	
DECEMBER 15, 2017 - 3RD PRELIMINARY PLAT SUB.	

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

ARIZONA

Small Print: Not to be used without the seal of the Professional Engineer in the State of Arizona. (002263-1109)

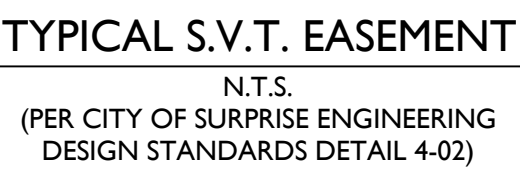
Designer: DMA
Drawn by: DCH

Professional Engineer
DANIEL B. AUKER
50291
Expire: 12/31/2018

Job No.
16-226
PP01

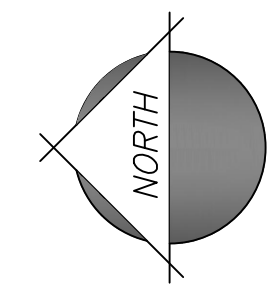
Sheet No.
2
of 5

d\hughes Dec 15, 2017 9:41am S:\Projects 2016\16-226\Planning\Preliminary Plat\3rd Submittal\Drawings\Plans\16-226 - Rancho del Rey - PP02.dwg



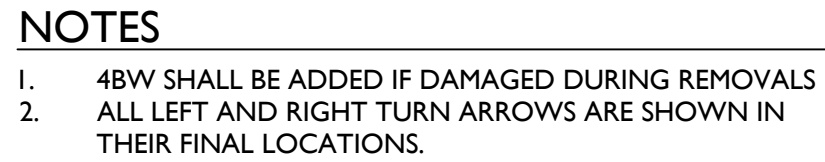
LINE TABLE		
LINE	LENGTH	BEARING
L1	14.77'	S37°31'47"W
L2	93.31'	S72°41'12"E
L3	31.61'	S47°34'56"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	197.77'	220.00'	191.18'	051°30'21"
C2	80.77'	220.00'	80.32'	021°02'09"
C3	65.17'	100.00'	64.02'	037°20'27"
C4	116.22'	220.00'	114.88'	030°16'08"
C5	163.60'	220.00'	159.85'	042°36'24"
C6	82.72'	100.00'	80.38'	047°23'37"



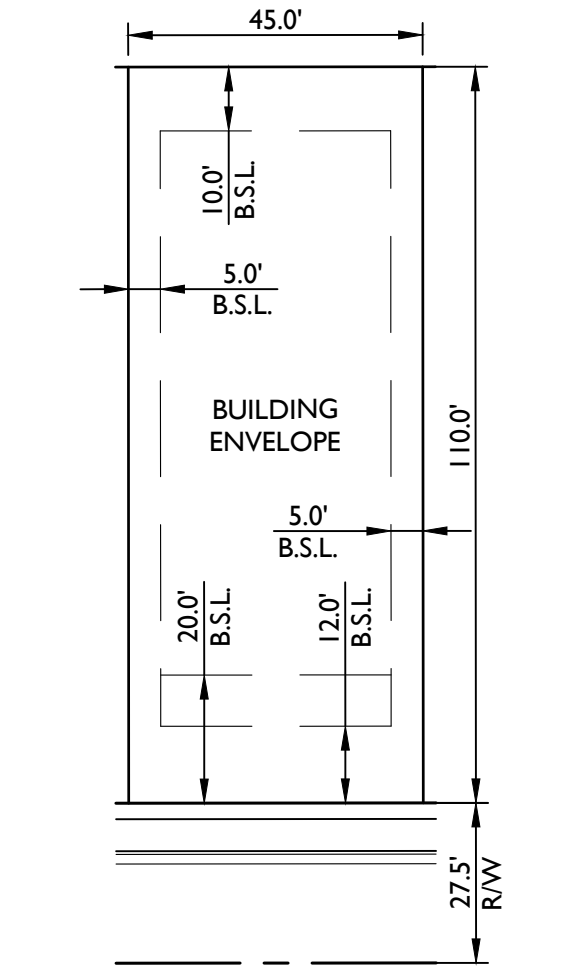
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LOT TABLE																	
Lot #	Area (SF)	Width	Lot #	Area	Width	Lot #	Area	Width	Lot #	Area	Width	Lot #	Area	Width	Lot #	Area	Width
1	5173.50	45.00'	21	5215.71	45.00'	41	5321.50	50.00'	61	5850.00	55.00'	81	4950.00	45.00'	101	4950.00	45.00'
2	5161.02	45.00'	22	5016.81	45.00'	42	5518.45	50.00'	62	4950.00	45.00'	82	4950.00	45.00'	102	4950.00	45.00'
3	5148.54	45.00'	23	5003.30	45.00'	43	4950.00	45.00'	63	4950.00	45.00'	83	4950.00	45.00'	103	4950.00	45.00'
4	5136.06	45.00'	24	4990.82	45.00'	44	5492.67	45.00'	64	4950.00	45.00'	84	4950.00	45.00'	104	4950.00	45.00'
5	5123.58	45.00'	25	4978.34	45.00'	45	6300.00	45.00'	65	4950.00	45.00'	85	4950.00	45.00'	105	4950.00	45.00'
6	5111.10	45.00'	26	4965.86	45.00'	46	6300.00	45.00'	66	5850.00	55.00'	86	4950.00	45.00'	106	4950.00	45.00'
7	5098.62	45.00'	27	4952.87	45.00'	47	4900.00	45.00'	67	4950.00	45.00'	87	4950.00	45.00'	107	4950.00	45.00'
8	5086.14	45.00'	28	4797.79	45.00'	48	4950.00	45.00'	68	4950.00	45.00'	88	4950.00	45.00'	108	4950.00	45.00'
9	5073.66	45.00'	29	5241.86	45.00'	49	4950.00	45.00'	69	4950.00	45.00'	89	4942.45	45.00'	109	4950.00	45.00'
10	5061.18	45.00'	30	4802.50	45.00'	50	4950.00	45.00'	70	4950.00	45.00'	90	8058.66	45.00'	110	4950.00	45.00'
11	5048.70	45.00'	31	4950.28	45.00'	51	4950.00	45.00'	71	4950.00	45.00'	91	11060.71	45.00'	111	4950.00	45.00'
12	5027.89	45.00'	32	4950.71	45.00'	52	4950.00	45.00'	72	4950.00	45.00'	92	6285.62	46.82'	112	4950.00	45.00'
13	5015.41	45.00'	33	4951.11	45.00'	53	6463.00	45.00'	73	4950.00	45.00'	93	4931.89	45.00'	113	4950.00	45.00'
14	5002.93	45.00'	34	4951.51	45.00'	54	5838.80	45.00'	74	4950.00	45.00'	94	4950.00	45.00'	114	4950.00	45.00'
15	4990.45	45.00'	35	4951.91	45.00'	55	5961.24	45.00'	75	4950.00	45.00'	95	4950.00	45.00'	115	4950.00	45.00'
16	4978.59	45.00'	36	4952.31	45.00'	56	4949.91	45.00'	76	6461.03	45.06'	96	4950.00	45.00'	116	4950.00	45.00'
17	5075.89	45.00'	37	5320.97	50.00'	57	4950.00	45.00'	77	6121.58	46.01'	97	4950.00	45.00'	117	5300.00	50.00'
18	5467.50	45.00'	38	5304.18	50.00'	58	4950.00	45.00'	78	4950.00	45.00'	98	5300.00	50.00'	TOTAL AREA 609,307.81 SQ. FT.		
19	6391.67	45.00'	39	4954.18	45.00'	59	4950.00	45.00'	79	4950.00	45.00'	99	5300.00	50.00'			
20	6174.77	45.00'	40	4950.08	45.00'	60	4950.00	45.00'	80	4950.00	45.00'	100	4950.00	45.00'			

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE / RETENTION	17646	0.405
B	LANDSCAPE / OPEN SPACE / RETENTION	49302	1.132
C	LANDSCAPE / OPEN SPACE / RETENTION	49845	1.144
D	LANDSCAPE / OPEN SPACE	8342	0.192
E	LANDSCAPE / OPEN SPACE	950	0.022
F	LANDSCAPE / OPEN SPACE / RETENTION	14036	0.322
G	LANDSCAPE / OPEN SPACE	3456	0.079
H	LANDSCAPE / OPEN SPACE / RETENTION	56375	1.294
I	LANDSCAPE / OPEN SPACE	3359	0.077
TOTAL TRACT AREA		203311	4.667



TYPICAL LOT DIAGRAM
N.T.S.

RANCHO DEL REY RM-9 PUD DEVELOPMENT STANDARDS

(TYPICAL LOT DIAGRAM TO THE LEFT)

REFERENCE CASE: FS16-516

TABLE A

MINIMUM LOT WIDTH 45'
SITE AVERAGE AREA PER DWELLING UNIT 4,500 SF (8)
MINIMUM LOT DEPTH - (3)

BUILDING SETBACKS
FRONT (LIVABLE) 12'
FRONT (GARAGE) 20' (1) (7)
INTERIOR SIDE 5'
AGGREGATE SIDE 10'
CORNER SIDE 10'
REAR 10'

MAXIMUM WIDTH OF GARAGE DOOR AS A % OF LOT WIDTH 45% (6)

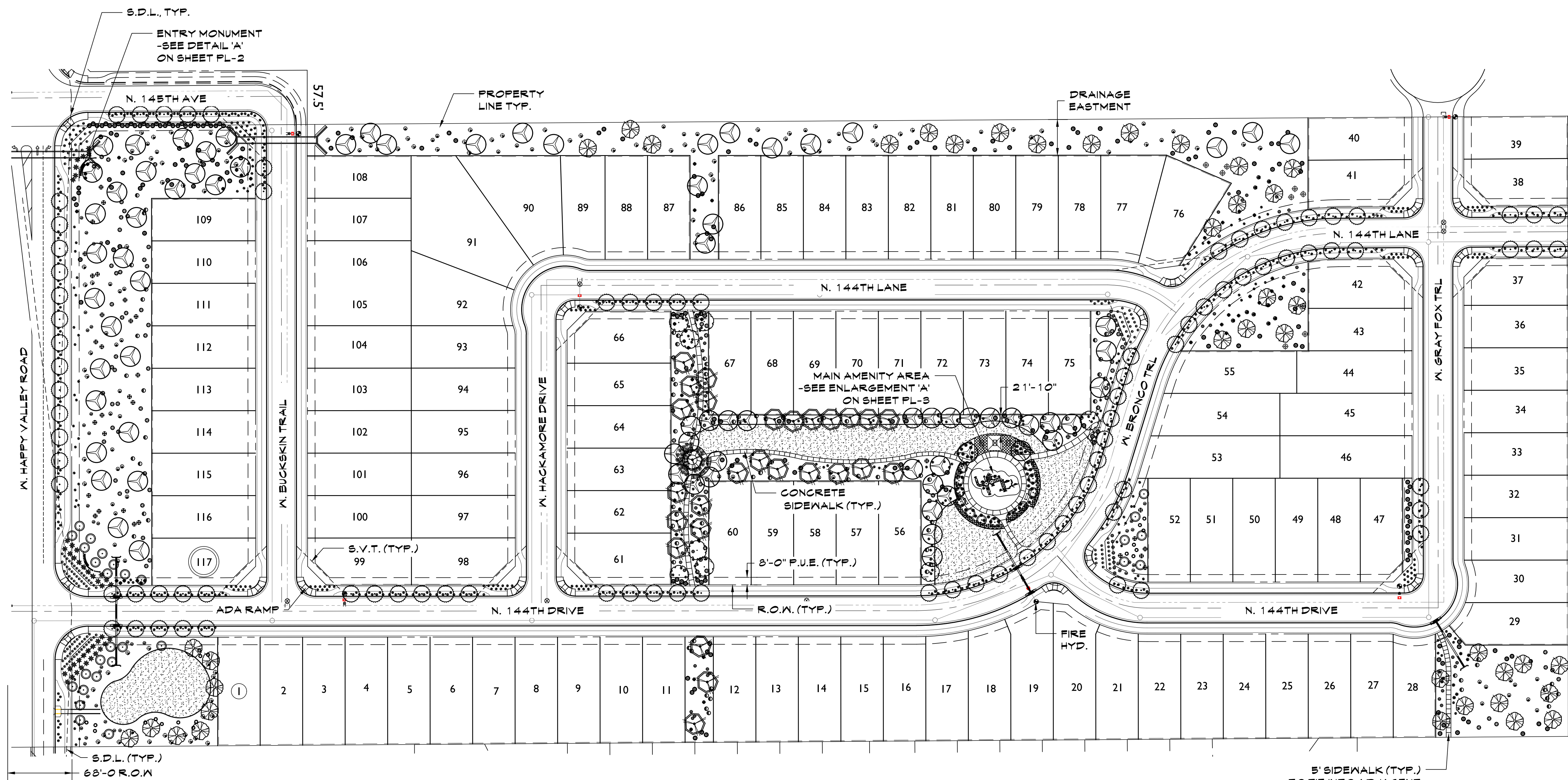
MAXIMUM AREA OF DRIVEWAY WITHIN FRONT YARD AS % OF FRONT YARD AREA 45% (10)

MAXIMUM BUILDING HEIGHT 30' (9)

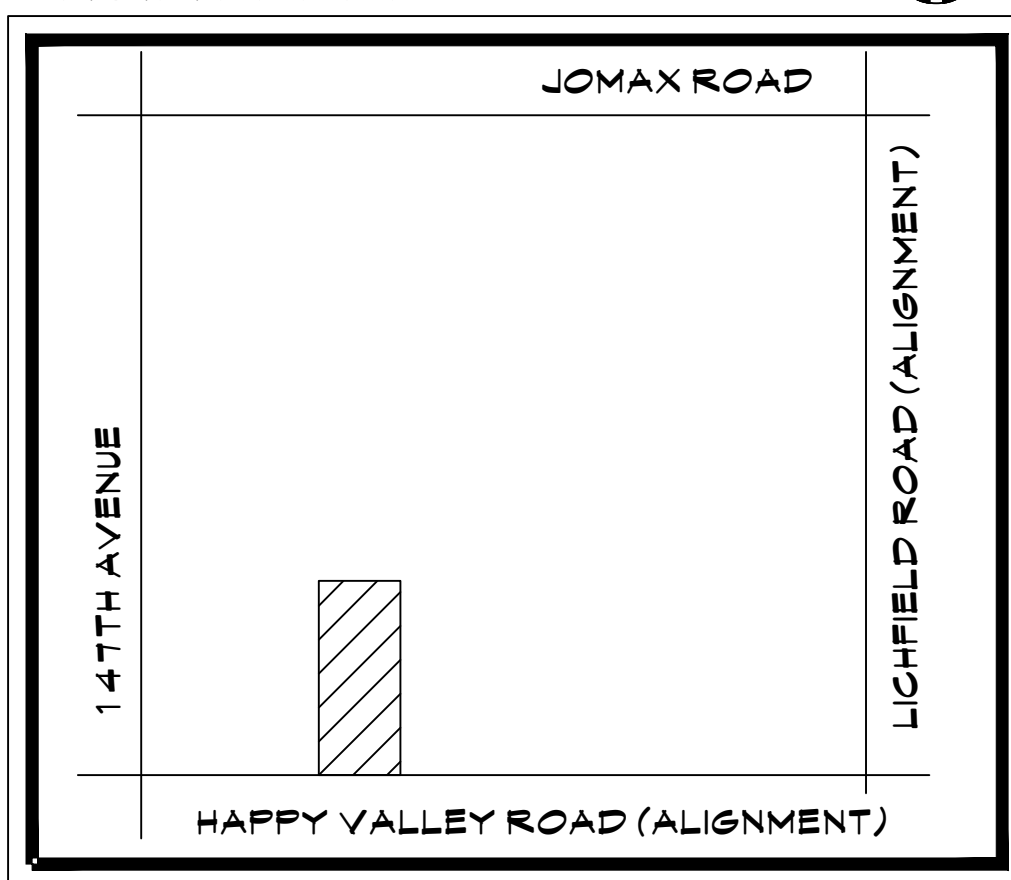
BUILDING COVERAGE TBD BY BUILDING ENVELOPE (4)

FOOTNOTES:

- (1) GARAGE FRONT SETBACKS MAYBE LESS THAN LIVABLE AS SIDED-LOADED GARAGE ONLY. THE REDUCED FRONT SETBACK ALSO APPLIES TO LIVABLE AREA, EXTENDED FRONT PORCHES AND WALLED COURTYARDS. OTHERWISE, THE GARAGE FRONT SETBACK WILL BE A MINIMUM OF 20' BACK-OF- SIDEWALK.
- (2) FIREPLACE, POP-OUTS, BAY WINDOWS, EAVES, OVERHANGS, PORCHES/PATIOS, 2ND STORY CANTILEVERS, AND/OR OTHER APPENDAGES MAY ENCROACH 2.5' INTO THE FRONT, SIDE, AND REAR YARD SETBACKS, SO LONG AS THEY ARE NOT LESS THAN 3' FROM THE YARD.
- (3) NO MINIMUM SITE DEPTH IS REQUIRED.
- (4) BUILDING LOT COVERAGE IS ESTABLISHED BY THE BUILDING ENVELOPES CREATED BY THE REQUIRED SETBACKS AND ALLOWABLE PROJECTIONS AS DEFINED IN THIS TABLE A AND FOOTNOTES.
- (5) BUILDING SETBACKS APPLY EQUALLY TO ONE AND TWO STORY PRODUCT.
- (6) INCREASED FROM 40% TO 45% (THIS WILL ALLOW FOR 18' DRIVEWAYS AND 2' RETURNS).
- (7) THE FONT GARAGE SETBACK MEANS BACK-OF-SIDEWALK TO FACE OF GARAGE DOOR ONLY IF THE GARAGE IS LOCATED IN THE FRONT YARD.
- (8) SITE AVERAGE AREA IS DEFINED AS FOLLOWS: GROSS SITE AREA MINUS RIGHT-OF-WAY EQUALS NET SITE AREA DIVIDED BY TOTAL NUMBER OF UNITS EQUALS SITE AVERAGE AREA PER DWELLING UNIT.
- (9) A LOT THAT BACKS UP TO A SIDE YARD OF AN ADJACENT LOT, WITHIN THE SUBDIVISION, SHALL BE LIMITED TO SINGLE STORY.
- (10) 45% (FOR 18' WIDE DRIVEWAYS) OF THE FRONT YARD AREA.



VICINITY MAP



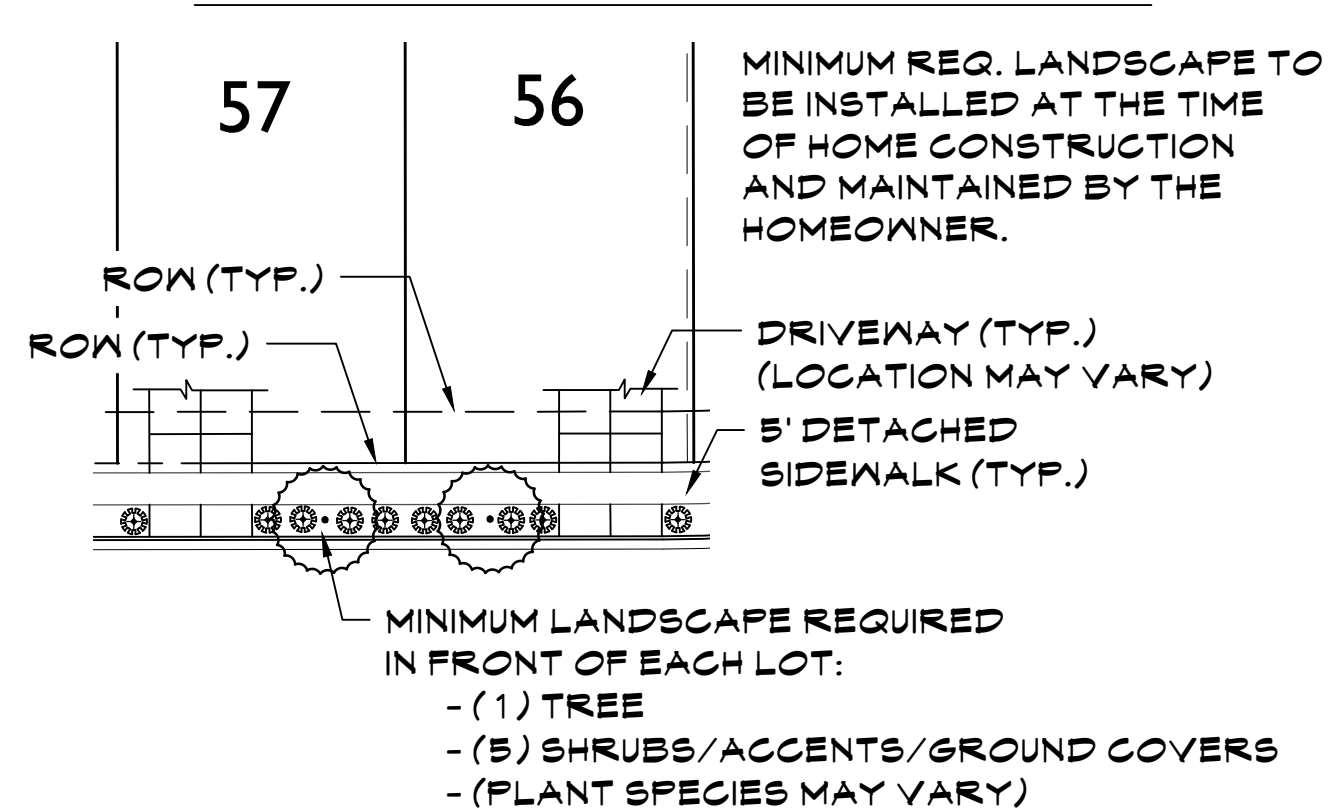
SITE DATA

GROSS AREA: ±24.95 AC
NET AREA: ±23.91 AC
NUMBER OF LOTS: 117
OVERALL OPEN SPACE: 5.67 AC (24% OF NET)

SHEET INDEX

PL-1	LANDSCAPE PLAN
PL-2	WALL PLAN & WALL DETAILS
PL-3	AMENITIES ENLARGEMENTS

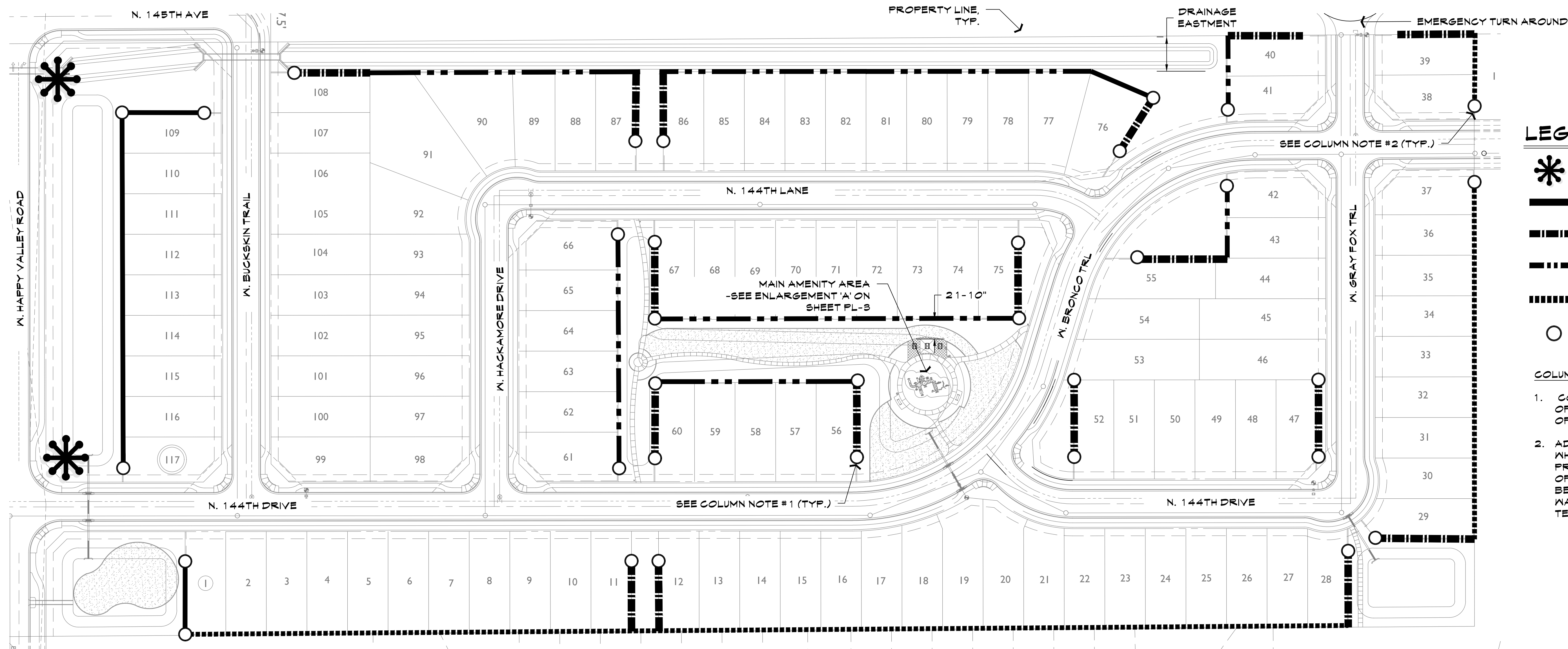
TYPICAL DETACHED SIDEWALK
LANDSCAPE TREATMENT IN FRONT OF EACH LOT



NOTES

- * ANY TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT OR WALL WILL HAVE A ROOT BARRIER PER EDS 8-14.
- * THE MEDIAN LANDSCAPING ALONG 117TH TO BE DETERMINED AT A LATER DATE.
- * ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
- * REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLIES TO BE INSTALLED PER CITY OF SURPRISE EDS DETAIL 6-13.

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE
TREES			
	QUERCUS VIRGINIANA 'HERITAGE'/'HERITAGE' LIVE OAK	91	24" BOX
	CHITALPA X TASHKENTENSIS/'CHITALPA' TREE	8	24" BOX
	PARKINSONIA HYBRID 'AZT'/'AZT' THORNLESS PALO VERDE	28	24" BOX
	PISTACIA LENTISCUS/'MASTIC' TREE	40	24" BOX
	PROSOPIS HYBRID 'RIO SALADO'/'RIO SALADO' MESQUITE	77	24" BOX
	CHILOPSIS LINEARIS/'DESERT MALLOW'	40	24" BOX
	SALVAGE/REMAIN IN PLACE TREES SEE INVENTORY PLANS	XX	XX
SHRUBS			
	CAESALPINIA FULCHERRIMA/'RED BIRD OF PARADISE'	9	5 GAL
	CALLIANDRA CALIFORNICA/'BAJA FAIRY DUSTER'	9	5 GAL
	DURANTA REPENS/'BRAZILIAN SKY FLOWER'	87	5 GAL
	LEUCOPHYLLUM sp. 'HEAVENLY CLOUD'/'HEAVENLY CLOUD' SAGE	215	5 GAL
	LEUCOPHYLLUM CANDIDUM/'VIOLET SILVERLEAF' SAGE	19	5 GAL
	RUPELLIA PENINSULARIS/'BAJA RUELLIA'	37	5 GAL
	TECOMA sp. 'BELLS OF FIRE'/'BELLS OF FIRE'	79	5 GAL
	TECOMA sp. 'LYDIA'/'LYDIA' YELLOW BELLS	61	5 GAL
	TECOMARIA CAPENSIS/'CAPE HONEYSUCKLE'	91	5 GAL
	EREMOPHILA HYGROPHANA/'BLUE BELLS' EMU	69	5 GAL
ACCENTS			
	AGAVE PARRYI TRUNCATA/'ARTICHOKE AGAVE'	12	5 GAL
	AGAVE WEBERI/'WEBER'S AGAVE'	41	5 GAL
	HESPERALOE FUNIFERA/'GIANT HESPERALOE'	85	5 GAL
	HESPERALOE PARVIFOLIA/'RED YUCCA'	55	5 GAL
	MUHLENBERGIA CAPILLARIS/'PINK MUHLY GRASS'	54	5 GAL
	MUHLENBERGIA RIGENS/'DEER GRASS'	32	5 GAL
GROUND COVER			
	LANTANA sp. 'NEW GOLD'/'NEW GOLD' LANTANA	770	5 GAL
	TEUCRIUM CHAMAEDRY'S/'GERMANDER'	125	5 GAL
	DECOMPOSED GRANITE - T.B.D.	269,503 SQ.FT	
	MID-IRON BERMUDA TURF	25,723 SQ.FT	

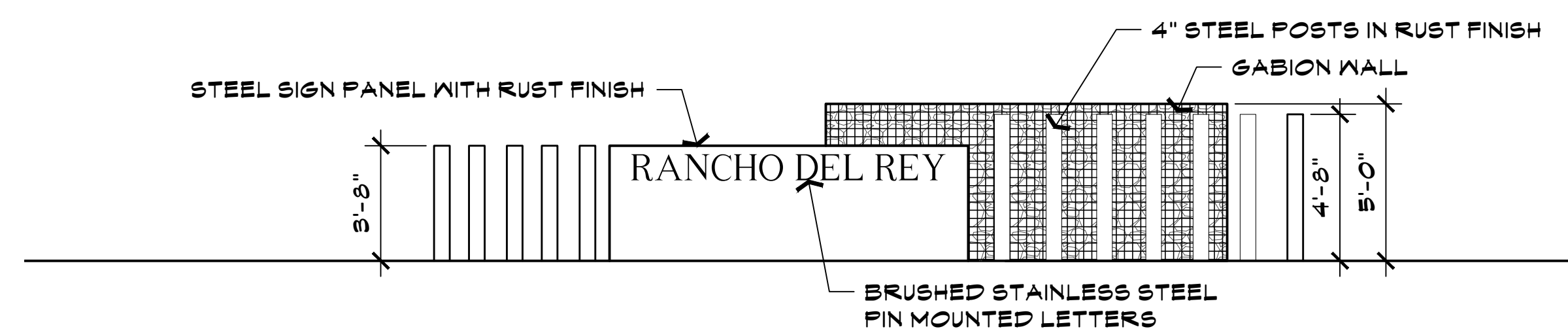


LEGEND

- PRIMARY ENTRY MONUMENT
SEE DETAIL 'A', THIS SHEET
- PRIMARY THEME WALL
SEE DETAIL 'B', THIS SHEET
- SECONDARY THEME WALL
SEE DETAIL 'C', THIS SHEET
- VIEW WALL
SEE DETAIL 'D', THIS SHEET
- BUILDER WALL
- THEME COLUMN
SEE DETAIL 'B', THIS SHEET

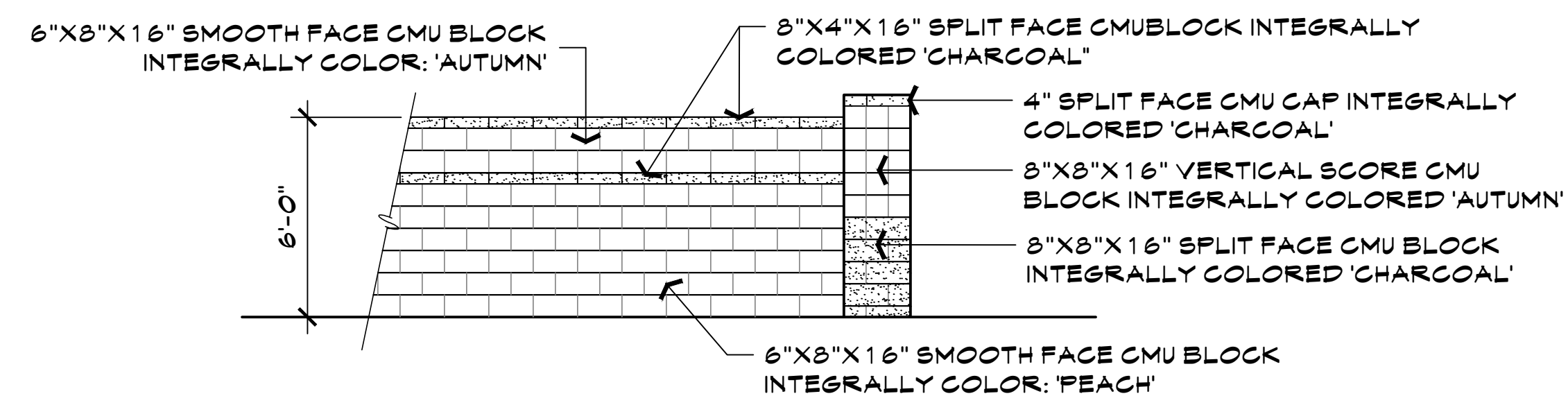
COLUMN LOCATION NOTE:

1. COLUMNS LOCATED IN THE FRONT YARD OF LOTS ARE TO BE LOCATED A MINIMUM OF 25' BEHIND THE ROW.
2. ADJACENT TO STREET FRONTAGES WHERE NO SIDE YARD WALLS ARE PRESENT, COLUMNS ALONG THE BACK OF THE LOTS ARE TO BE CONSTRUCTED BEHIND THE PUE. THEME WALLS, VIEW WALLS AND BUILDER WALLS TO TERMINATE AT THESE COLUMNS.



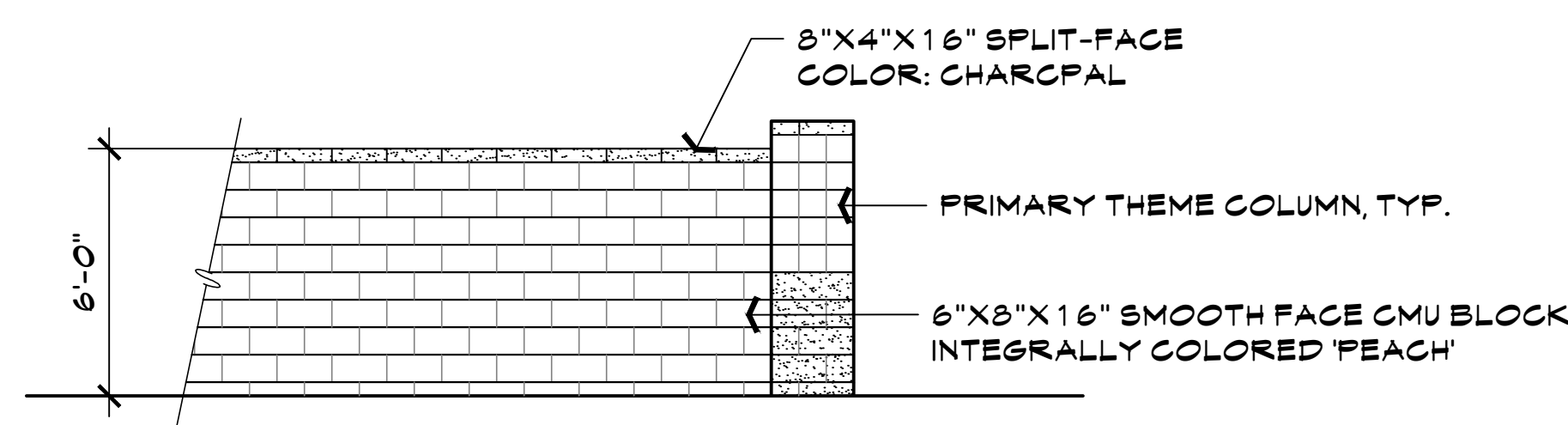
A PRIMARY ENTRANCE MONUMENT

Scale: 1/4" = 1'-0"



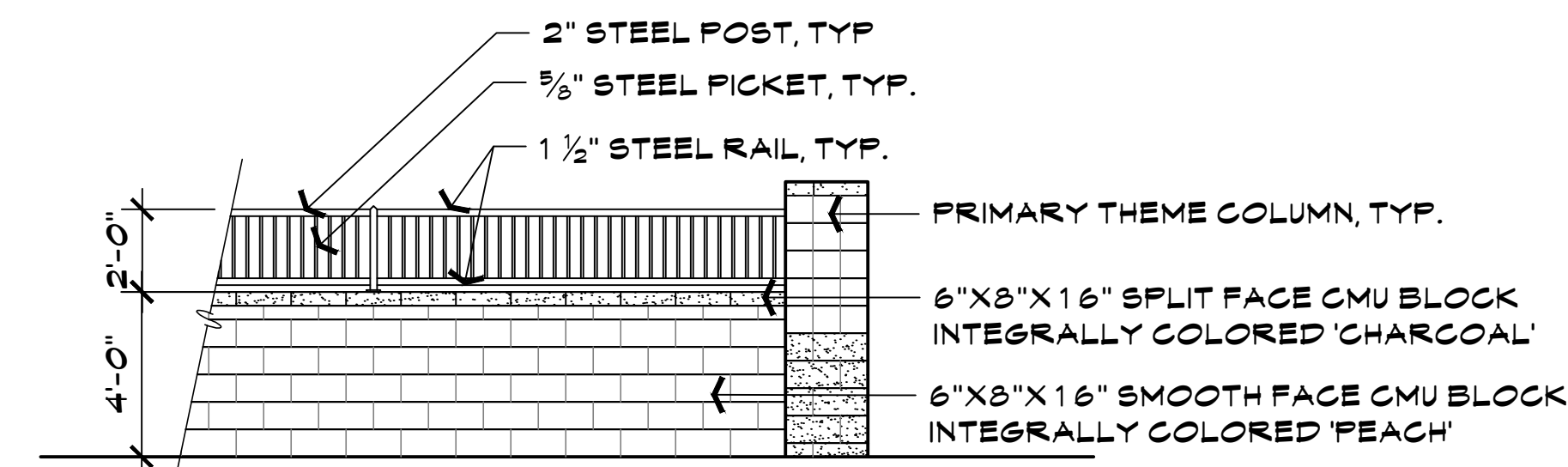
B PRIMARY THEME WALL

Scale: 1/4" = 1'-0"



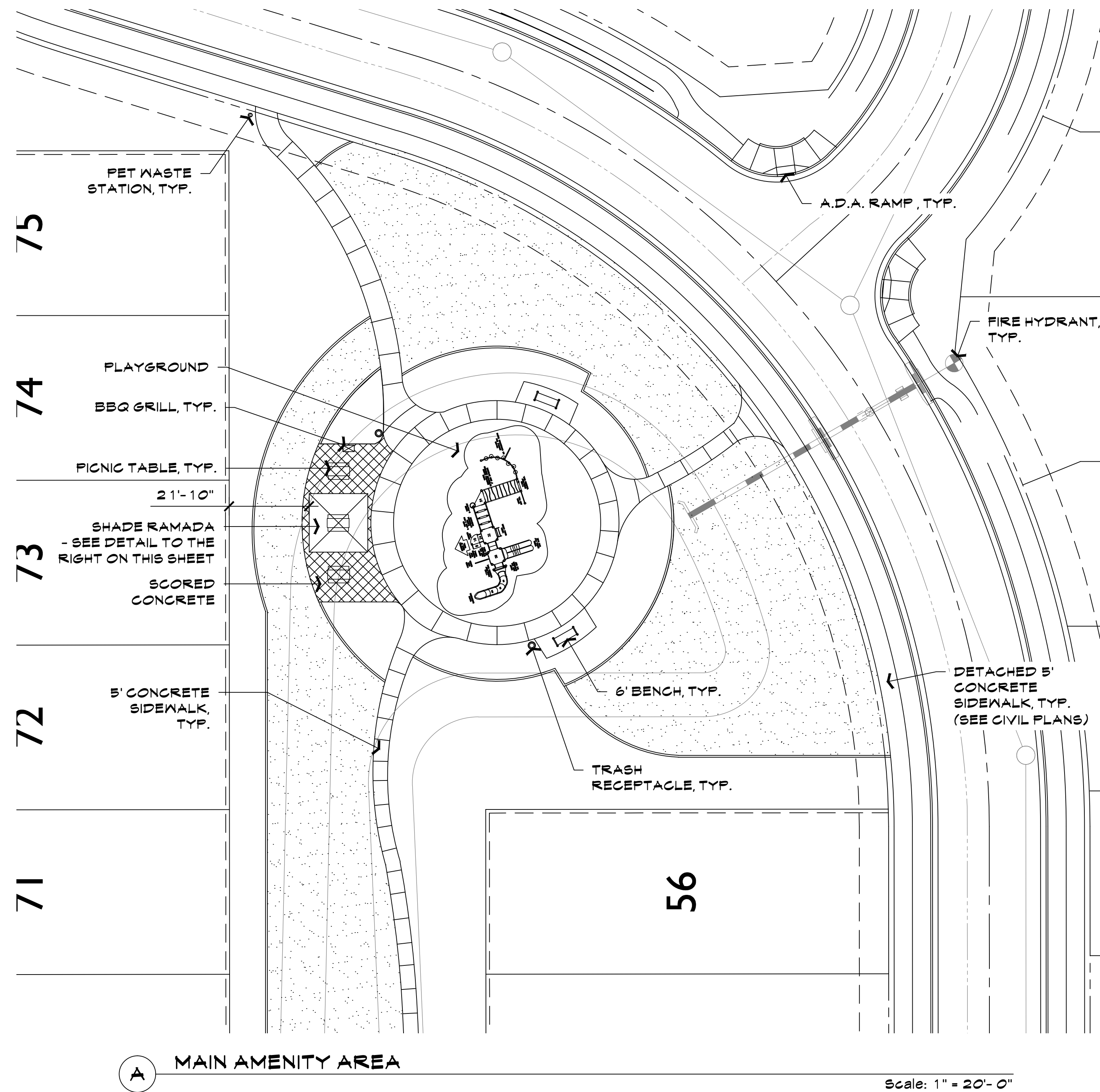
C SECONDARY THEME WALL

Scale: 1/4" = 1'-0"

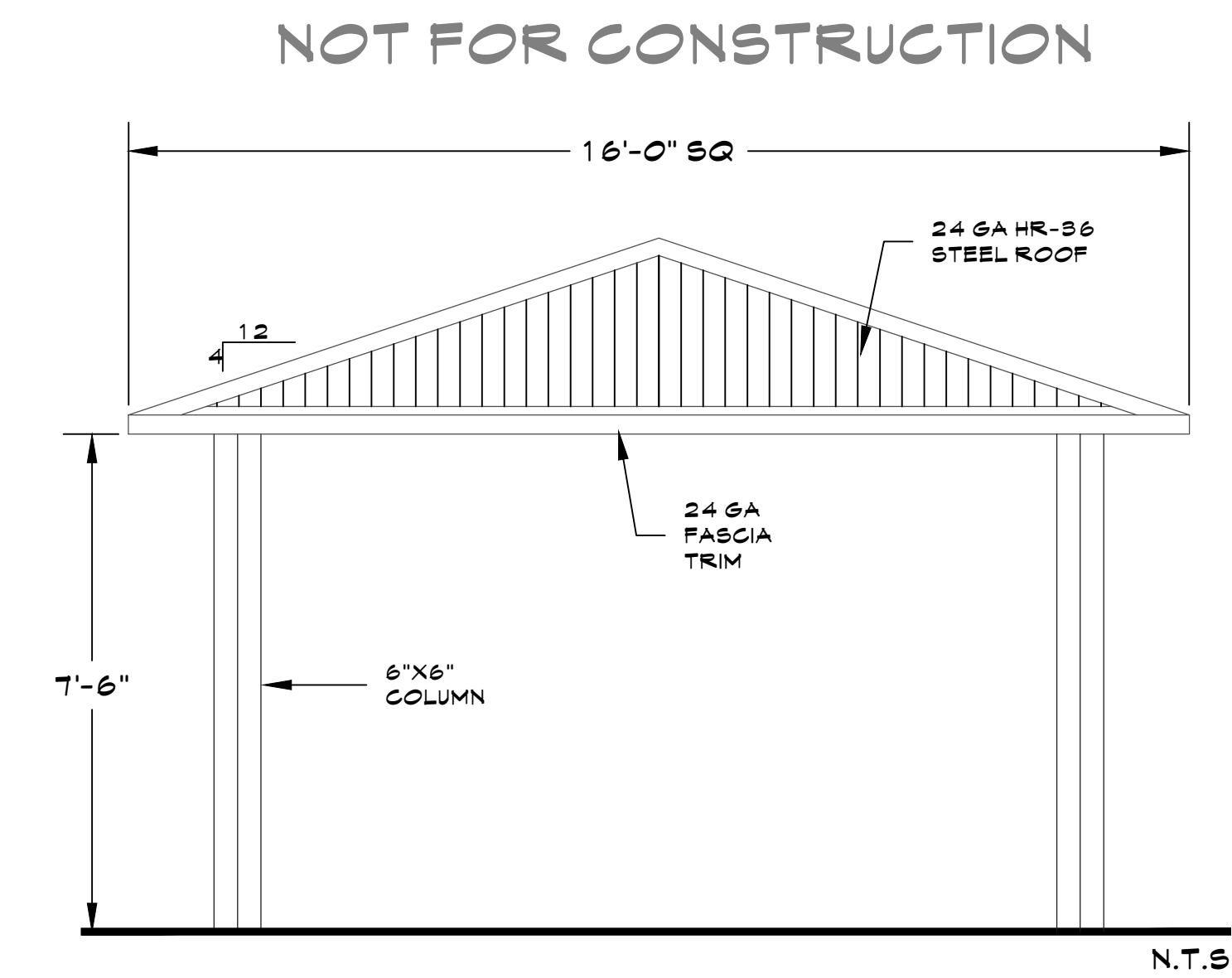


D VIEW WALL

Scale: 1/4" = 1'-0"



ELEVATION DETAIL ON RAMADA
MODEL: MESA SIZE: 16' X 16'
COLOR: TBD





**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

22 November 2016

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Jamie Sullivan
City of Surprise Planning Department
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS16-516; Rancho Del Rey

Dear Ms. Sullivan

Thank you for the opportunity to provide comments on the Major Zoning Amendment application for Rancho Del Rey. The site is located on approximately 25 acres at the northeast corner of 145th Avenue and Happy Valley Road. The request is to rezone the land from, which is currently vacant, Single-Family Residential R1-43 to Residential Medium density RM-9 with Planned Area Development Overlay District. The site is located approximately 5.9 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the narrative, this request for a zoning amendment will not negatively impact the flying operations at Luke AFB. Since Rancho Del Rey will be located inside the "territory in the vicinity of a military airport," it will be in close proximity to the Luke AFB Auxiliary Field #1 and will be subjected to noise from approximately 13,000 flight operations per year, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read "James R. Mitchell", is written over a horizontal line.

JAMES R. MITCHELL

cc:

Colonel David G. Shoemaker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

From: Michael Wilson [mailto:MWilson@azdot.gov]
Sent: Friday, November 18, 2016 1:13 PM
To: Jamie Sullivan
Cc: Vanessa Nunez; Peter Eno; Michael Wilson
Subject: FW: FS16-516 Rancho Del Rey Electronic Submittal

Jamie,

ADOT has reviewed the rezoning submittal (described above) you've forwarded to them for comment. ADOT has no concerns. The rezoning to a denser residential zoning, is neither supported or opposed by ADOT. The development is separated from ADOT's 303 by over a mile, and has no immediate access route to that freeway. The Beardsley Canal and Flood Control District's McMicken FRS are in between. There are future plans for a connection to the 303 along the Beardsley Road alignment, but due to the costs associated with a bridge or major culverts, it's unlikely that connection will occur any time soon. Thank you for the opportunity to comment.

Mike

Mike Wilson, SR/WA

ADOT ROW Project Coordinator
LPA (Local Public Agency) R/W Coordination
Right of Way Agent III
205 S. 17th Ave. MD: 612E
Phoenix, AZ 85007
602-712-7175
WWW.AZDOT.GOV



From: Debbie Trasancos [mailto:DebbieT@mwdaz.com]
Sent: Monday, November 21, 2016 12:08 PM
To: Jamie Sullivan
Cc: Chris Cain; Leslie Jarrell
Subject: RE: FS16-516 Rancho Del Rey Electronic Submittal

Jamie,

Thank you for providing the Electronic Submittal for Ranch Del Rey (FS16-516).

Maricopa Water District (MWD) has reviewed this submittal and determined this lies outside the current boundaries of MWD.

Thanks again,

Debbie Trasancos
Property & Contracts Specialist
Maricopa Water District
14825 W. Grand Ave.
Surprise, AZ 85374
623/546-8266
fax 623/584-2536
debbiet@mwdaz.com



SURPRISE
ARIZONA

FS17-568 Rancho Del Rey Preliminary Plat

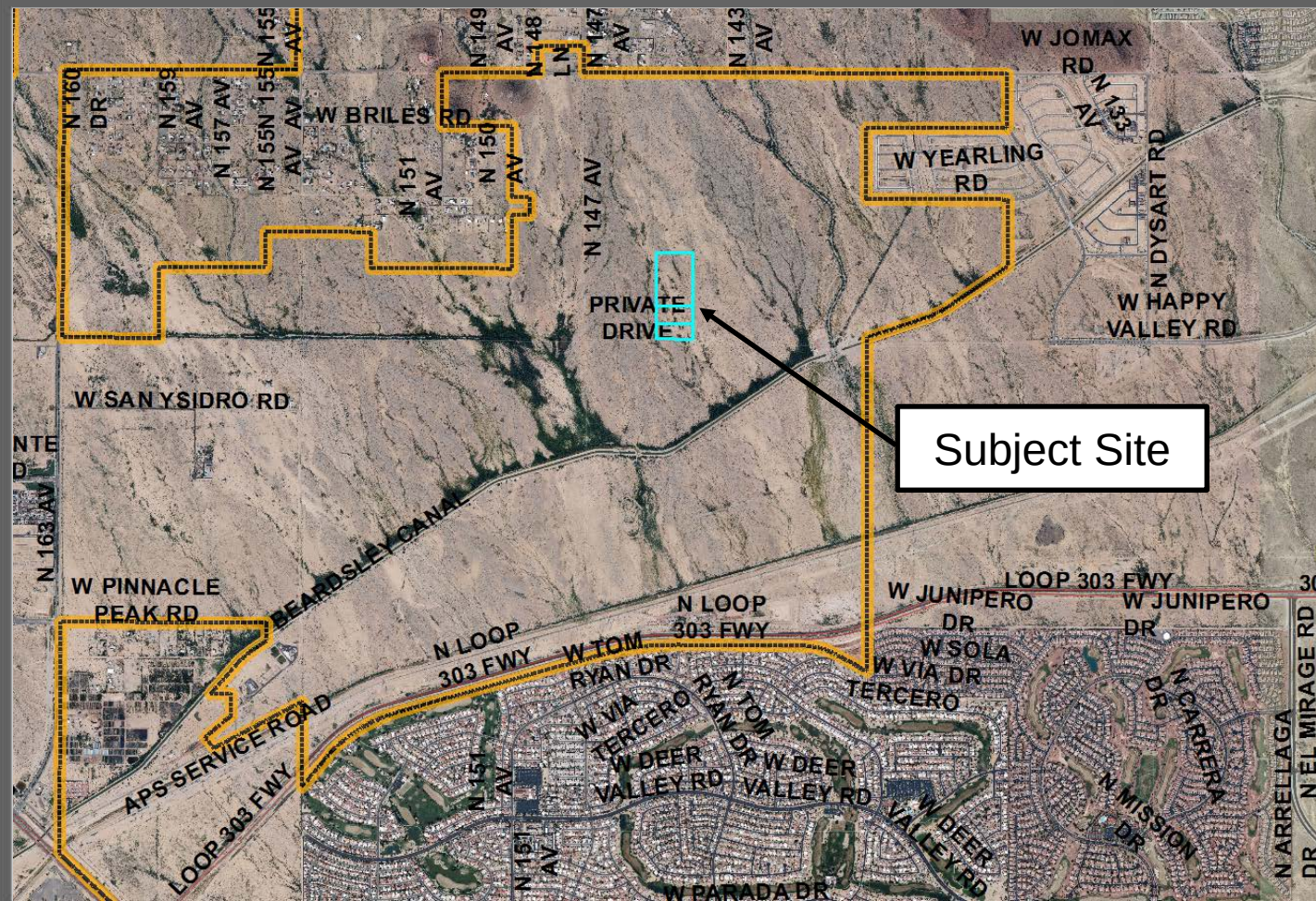
City Council
March 20, 2018

Topics of Discussion

- [Vicinity Map](#)
- [Case Map](#)
- [Exhibit A – Rancho Mercado](#)
- [Exhibit D – Trail Connectivity](#)
- [Development Standards](#)
- [Exhibit E - Layout](#)
- [Exhibit F – Open Space](#)
- [Recommendation](#)
- [Questions or Comments](#)

FS17-568
Rancho Del Rey
Preliminary Plat

Vicinity Map



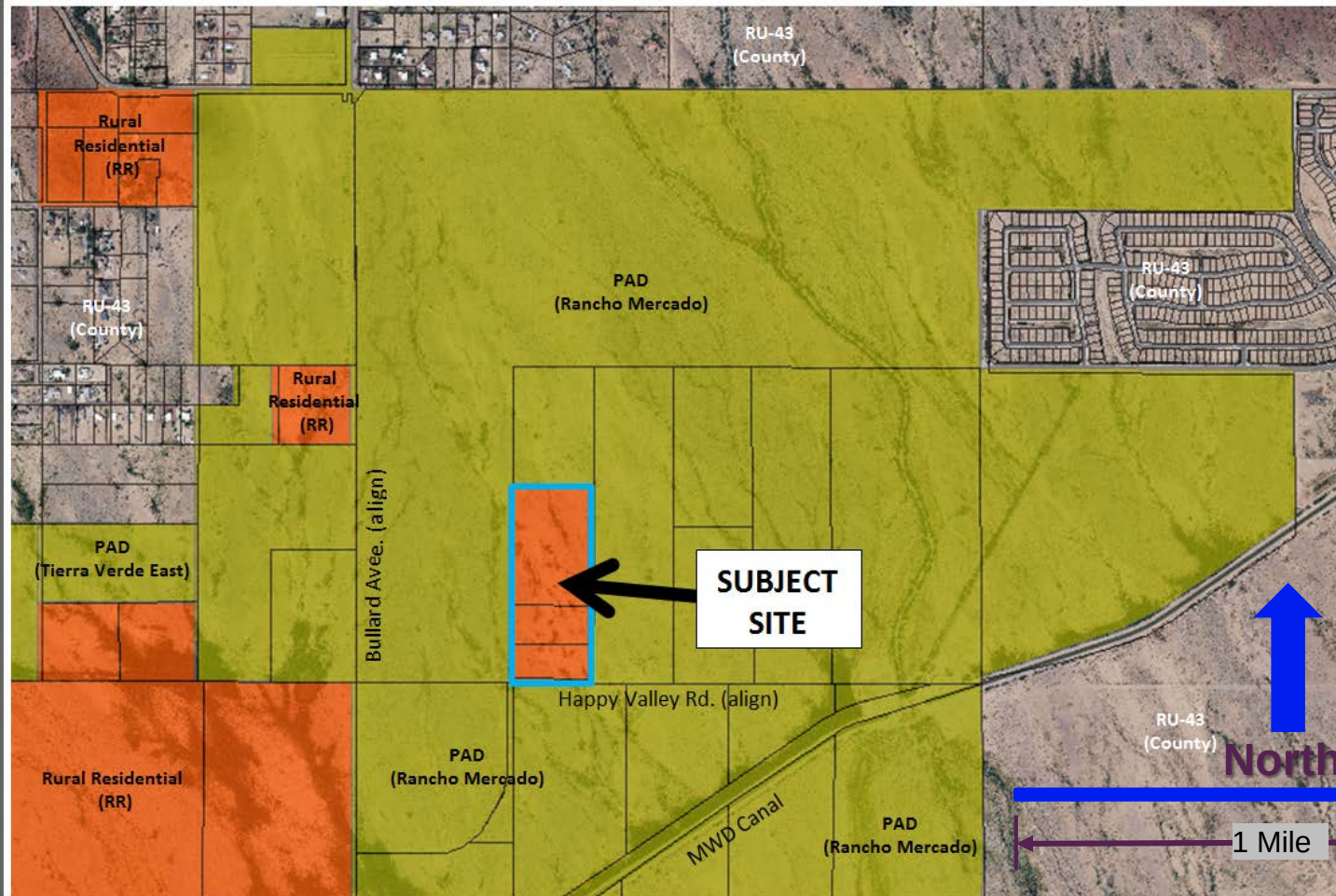
North

1 Mile



FS17-568
Rancho Del Rey
Preliminary Plat

Case Map



North

1 Mile

Proposed Rancho Del Rey RM-9
(Residential Medium Density) PUD
within Rancho Mercado PAD Existing
Zoning Map



Rancho Mercado

City of Surprise, Arizona

Planned Area Development

Land Use Master Plan

LEGEND

- Low Density Residential (LDR)
0.5-0.6 du/acre
- Low Medium Density Residential (LMDR)
4-10 du/acre
- Medium Density Residential (MDR)
5-8 du/acre
- High Density Residential (HDR)
15-20 du/acre
- Community Commercial
- Commercial/Employment
- Educational/School
- Recreational Open Space
- Open Space/Water Corridor
- River Station
- Proposed Future Looping Interchange
- Neighborhood/Community Trail
- Property Boundary
- Proposed River Park
Classroom TRD at base of plat
- Well Site
- Water Campus

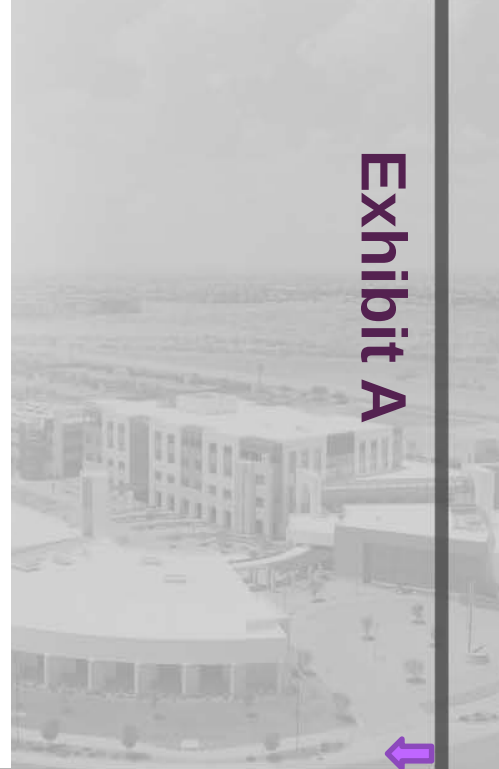
Exhibit A, page 2

Date: 06-26-06
Drawn By: MIR
Revised: 02-23-07



FS17-568 Rancho Del Rey Preliminary Plat

Exhibit A



FS17-568 Rancho Del Rey Preliminary Plat

Rancho
Mercado

City of Surprise, Arizona

Planned Area Development Figure 7 Open Space and Trails Master Plan

Exhibit D



LEGEND

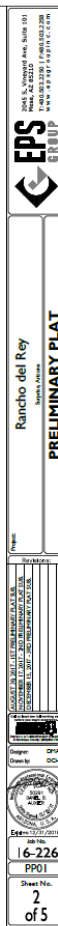
- Recreational Open Space
- Open Space/Walkway Corridor
- Fire Station
- Proposed Future Loop 303 Interchange
- Neighborhood / Community Trail
- Property Boundary
- ★ Proposed Mini Parks (Locations TBA at time of plat)
- Wall Site
- Water Channel
- Measurement Signs

Date: 06-26-06
Drawn By: DM
Revised: 10-06-10

LVA
Urban Design
Studio LLC

Exhibit D

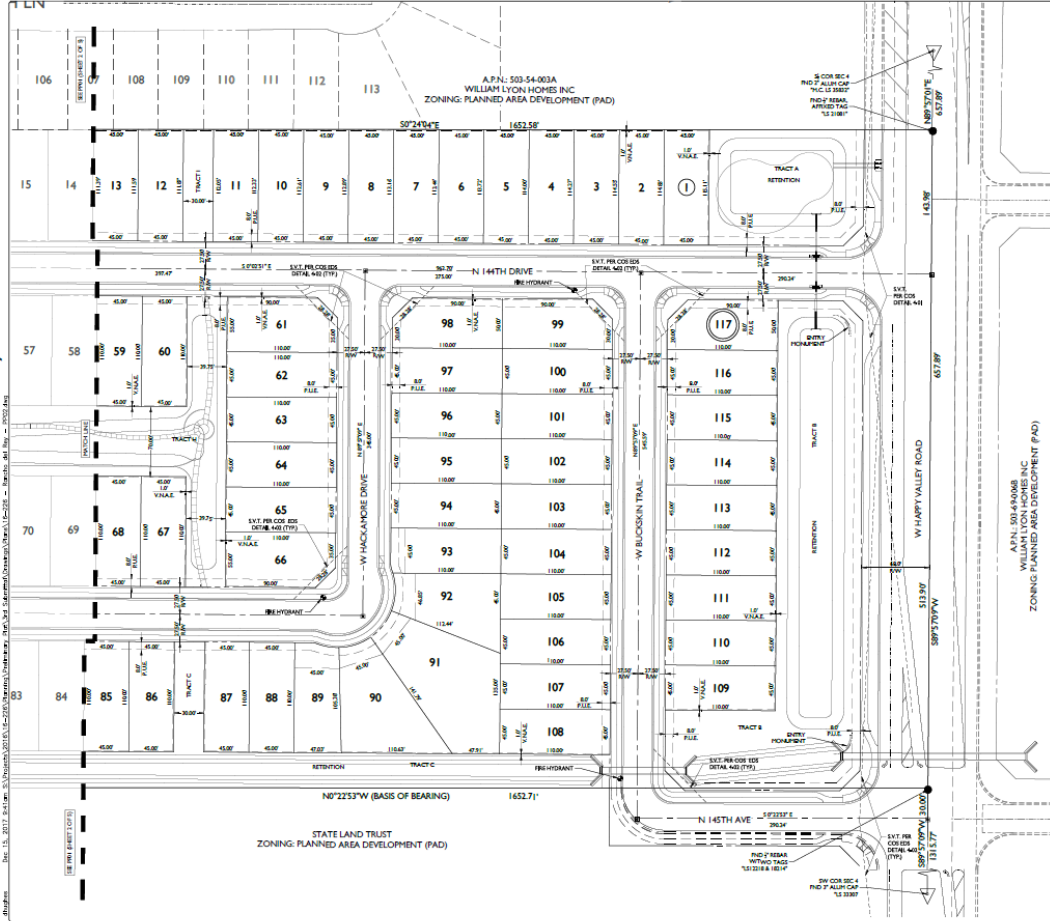




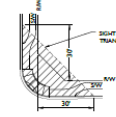
Preliminary Plat



Discussion



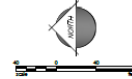
TYPICAL S.V.T. EASEMENT



S.V.T. EASEMENT NOTE
THE BUILDING ENVELOPES OF LOTS 37, 38, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864,

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.77'	S37°31'43"W
L2	92.21'	S72°41'12"E
L3	31.61'	S47°34'56"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	197.77	220.00	191.18	05°12'02"
C2	90.77	220.00	90.26	02°14'02"
C3	65.17	100.00	64.02	03°28'02"
C4	116.22	220.00	114.82	03°01'02"
C5	163.60	220.00	159.85	04°23'02"
C6	82.72	100.00	80.28	04°23'02"



cho del Rey

PRELIMINARY PLAT

WALKER, J. 1993. *THE HISTORY OF THE STATE OF NEW YORK*. Albany: State University of New York Press.



Exhibit 12/31/2011
Job No.

16-226
PP02

Sheet No.
3

FS17-568
Rancho Del Rey
Preliminary Plat

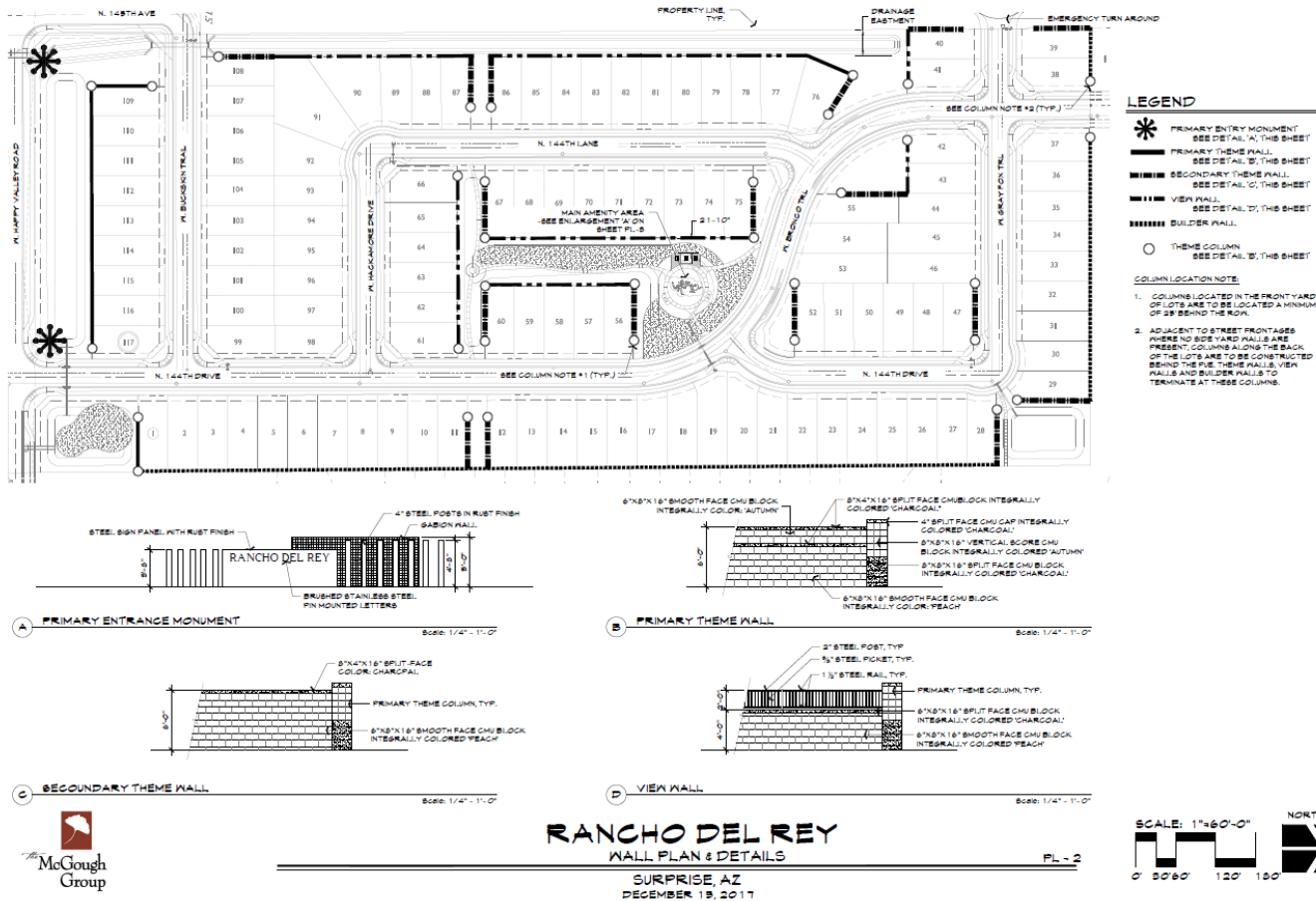
Preliminary Plat





FS17-568 Rancho Del Rey Preliminary Plat

Preliminary Landscape Plans

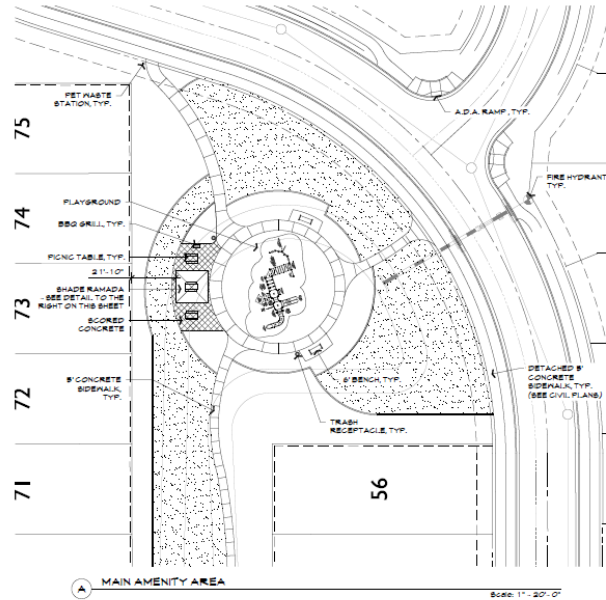


Preliminary Landscape Plans

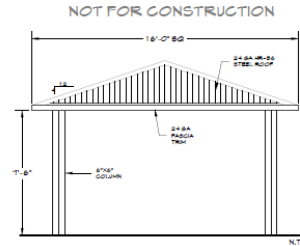


FS17-568
 Rancho Del Rey
 Preliminary Plat

Preliminary
 Landscape Plans

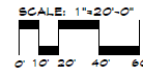


ELEVATION DETAIL ON RAMADA
 MODEL: MESA SIZE: 18' X 18'
 COLOR: TBD



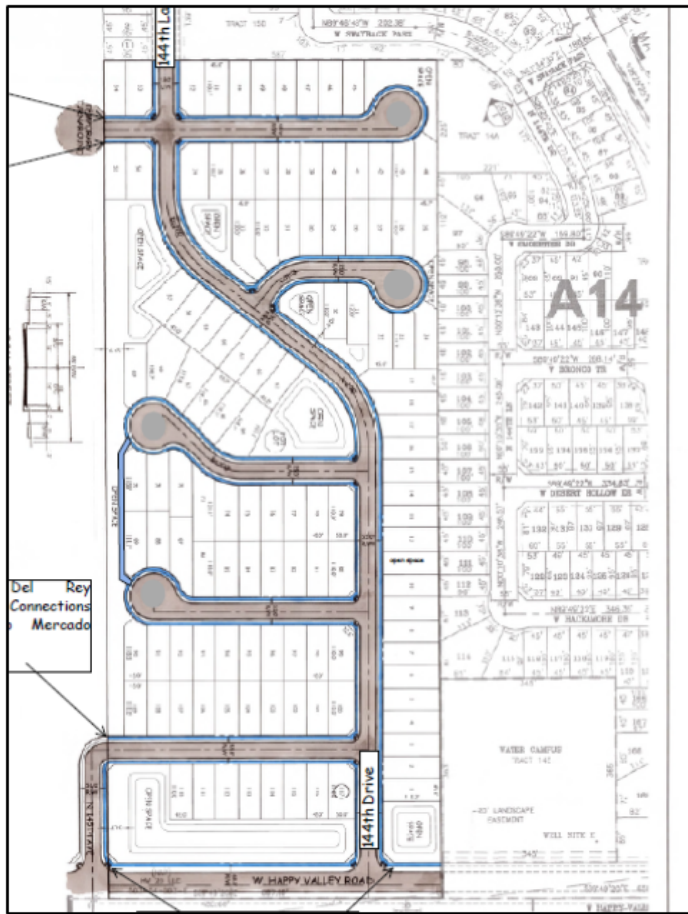
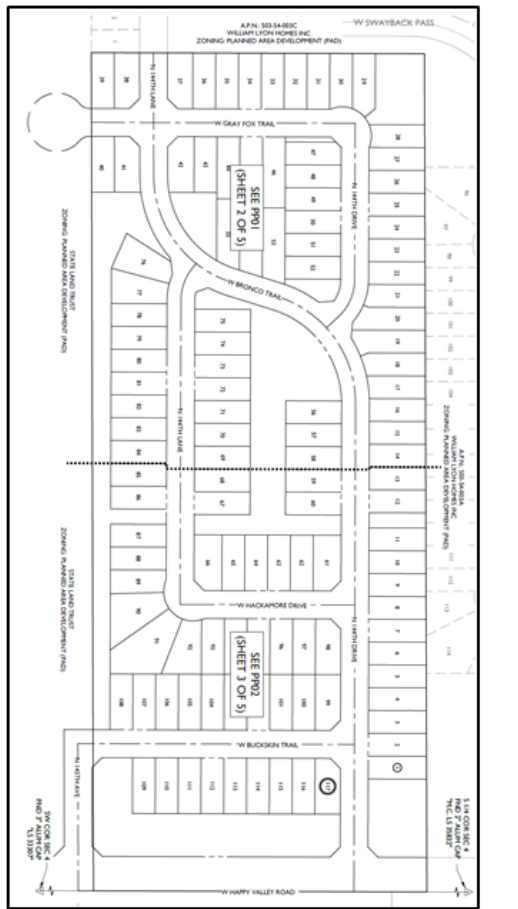
RANCHO DEL REY
 AMENITY ENLARGEMENTS
 SURPRISE, AZ
 DECEMBER 19, 2017

PL - 3



FS17-568 Rancho Del Rey Preliminary Plat

Exhibit E vs Current



FS17-568
Rancho Del Rey
Preliminary Plat

Commission
Recommendation

Approve
Subject to Stipulations “a” through “c”





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You





CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

+ [Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:		District:	6
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
---------	---------	----------------	---	-------------------

Agenda Wording:

Consideration and action regarding a 776-Lot Preliminary Plat for Marley Park Phases 4 & 5, generally located south of Waddell Road and east of Bullard Avenue

Motion:

Motion to approve the requested Preliminary Plat subject to stipulations “a” through “e” as stated in the Staff Report.

Background:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Preliminary Plat in the Marley Park PAD. The Preliminary Plat includes a total of 776 single-family residential lots of varying sizes, in addition to approximately 44 acres of open space including a 16.9 acre HOA maintained park. The project will be developed in several phases and anticipates approximately 29 acres of high density residential to be located at the northeast corner of Bullard Avenue and Sweetwater Avenue. The Planning and Zoning Commission voted to recommend approval of the requested Preliminary Plat, subject to stipulations “a” through “e”. Also on the March 20, 2018 Council agenda are three (3) related Maps of Dedication, which are discussed under separate cover.

Objective Analysis:

The subject Preliminary Plat meets the requirements of the Marley Park PAD, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and offered no concerns that are not addressed by the recommended stipulations of approval. The project is well integrated with the Marley Park PAD and advances the goals and policies as established in the currently approved General Plan, except for those related to Luke Air Force Base's Graduated Density Concept

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 3.30

DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The General plan also seeks appropriate buffers and transitions between the various Character Areas; however, since the subject request is consistent with the proposed development of the surrounding area, transition and buffering are not an issue. The General Plan also supports the Graduated Density Concept (GDC) as set forth by Luke AFB. As noted by Luke AFB in their attached comment letter, at the densities proposed, the subject Preliminary Plat does not meet the GDC. Therefore, the proposed Preliminary Plat is inconsistent with the General Plan in this regard; however, the zoning entitlements associated with the Marley Park PAD pre-date this provision in the General Plan, and prior to the approval of the Minor Amendment under FS17-699, the PAD would have allowed 1,098 dwelling units in the north half of Section 16, with densities as high as 4.3 DU/Ac in the vicinity of the 65 ldn. The Minor Amendment approved under FS17-699 keeps the overall lot yield for the north half of Section 16, but shifts much of that density further to the west, which supports the goal of lessening densities as development moves closer to the 65 ldn

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:

Click to download

- ☐ [00 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Staff Report](#)
 - ☐ [01 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Vicinity Map](#)
 - ☐ [02 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Case Map](#)
 - ☐ [03 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat](#)
 - ☐ [04a - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Landscape Plans](#)
 - ☐ [04b - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Landscape Plans](#)
 - ☐ [4c - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Landscape Plans](#)
 - ☐ [05 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Phasing Plan](#)
 - ☐ [06 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Luke AFB Comments](#)
 - ☐ [07 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Letter of Concern](#)
 - ☐ [08 - FS17-508 Marley Park Phase 4 & 5 Preliminary Plat - Presentation](#)
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

1 **Case:** **FS17-508**
2
3 **Project Name:** Marley Park Phase 4 & 5 Preliminary Plat
4
5 **Council District:** 6
6
7 **Meeting Date:** **March 20, 2018**
8
9 **Planner:** Robert H. Kuhfuss, AICP
10
11

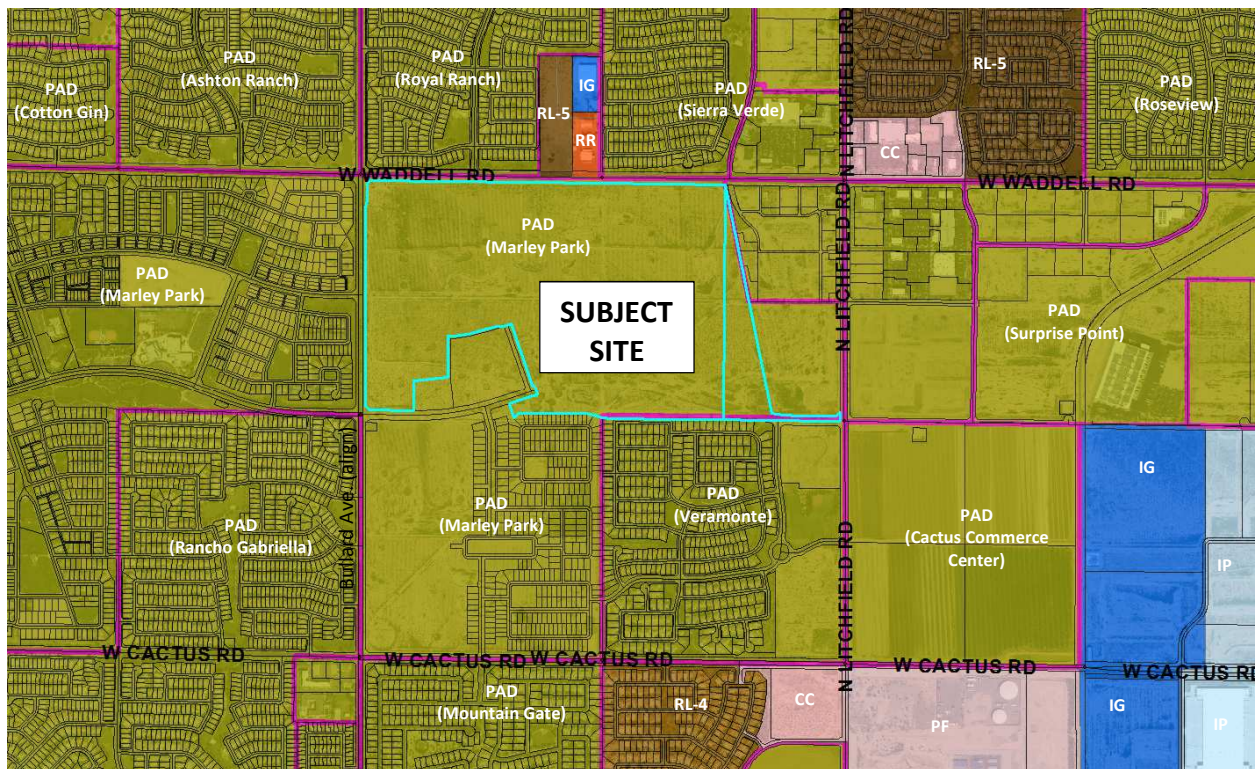
12 **Owner:** Marley Park Phase II, LLC
13
14 **Applicant:** Josh Hannon, EPS Group, Inc.
15
16 **Request:** 776-Lot Preliminary Plat in the PAD Zoning District (Marley Park)
17
18 **Site Location:** Generally south of Waddell Road and east of Bullard Avenue
19
20 **Site Size:** 235 gross acres (approx.)
21
22 **Density:** 3.30 DU/Ac (3.97 DU/Ac exclusive of Parcel 2)
23
24 **General Plan Conformance:** The proposal advances the goals of the Surprise General Plan 2035,
25 except for those associated with the Luke Air Force Base Graduated
26 Density Concept.
27
28 **Support/Opposition:** No items of support or opposition received; however, concerns were
29 expressed during the Commission hearing of February 15, 2018. One
30 additional item of concern received.
31
32 **Commission**
33 **Recommendation:** **Approve** the proposed Preliminary Plat, subject to stipulations "a"
34 through "e".
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Project Description:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Preliminary Plat in the Marley Park PAD. The Preliminary Plat includes a total of 776 single-family residential lots of varying sizes, in addition to approximately 44 acres of open space including a 16.9 acre HOA maintained park. The project will be developed in several phases and anticipates approximately 29 acres of high density residential to be located at the northeast corner of Bullard Avenue and Sweetwater Avenue. Also on the March 20, 2018 Council agenda are three (3) related Maps of Dedication, which are discussed under separate cover.

Existing Zoning:

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



BACKGROUND:

October 25, 2000: The City Council approved the original Marley Park PAD under case PAD00-091.

September 26, 2002: The City Council approved a Major Amendment to the Marley Park PAD for the purpose of adding land mass to the PAD under case PADA02-104.

March 23, 2006: The City Council approved a Major Amendment to the Marley Park PAD for the purpose of addressing densities in the eastern portion of Marley Park.

September 27, 2017: The applicant filed for civil review of the Waddell Road Median Improvements and Landscaping under FS17-576, which is currently under review.

October 3, 2017: The applicant filed a request for a Map of Dedication (MOD) for Sweetwater Avenue under FS17-584. This MOD is scheduled for March 20, 2018 City Council.

October 12, 2017: The applicant filed a request for a MOD for 144th Lane under FS17-601. This MOD is scheduled for March 20, 2018 City Council.

October 19, 2017: The applicant filed a request for a MOD for Old Oak Lane under FS17-618. This MOD is scheduled for March 20, 2018 City Council.

December 5, 2017: Staff met with the applicant to discuss the Phase 1 Final Plat at a regularly scheduled Concept Review meeting under CR17-702.

December 15, 2017: Staff met with the applicant to discuss the Phase 2 Final Plat at a regularly scheduled Concept Review meeting under CR17-716.

January 31, 2018: Staff approved a Minor Amendment to the Marley Park PAD under case FS17-699 for the purpose of reconfiguring land use and shifting density away from the 65 ldn.

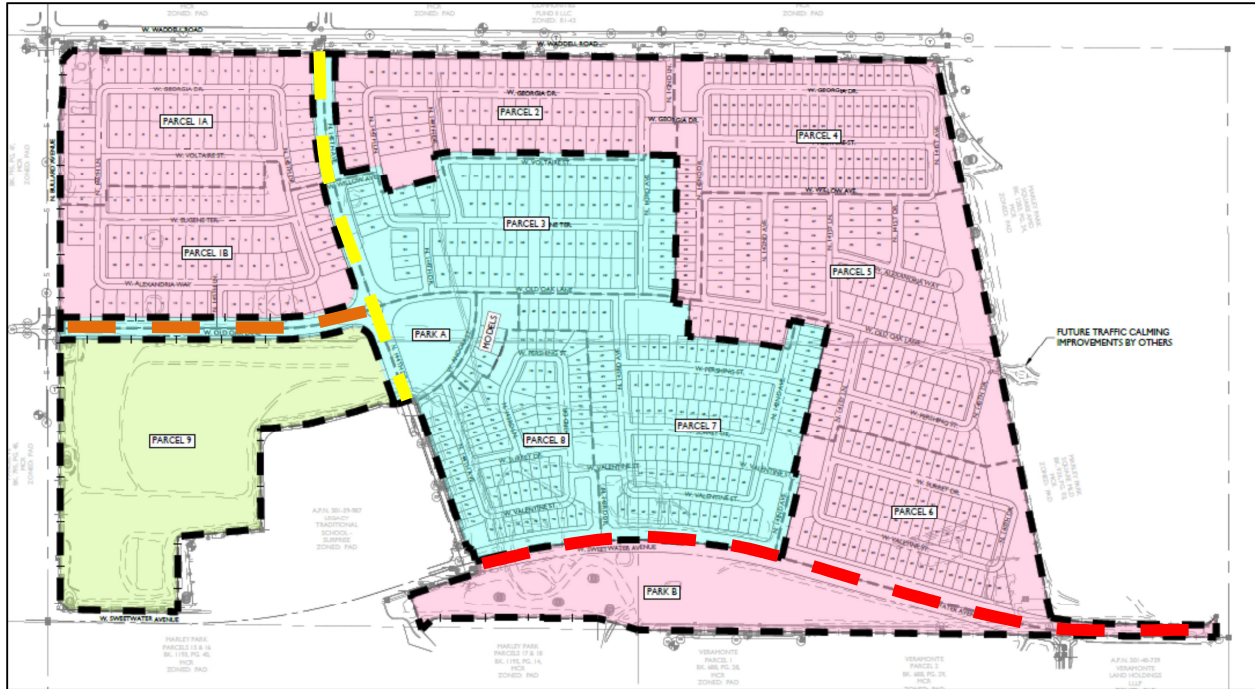
February 15, 2018: The Planning and Zoning Commission voted to recommend approval of the Preliminary Plat requested under the subject case, subject to stipulations “a” through “e”.

Citizen Outreach:

Citizen outreach is not required; however, during the Commission hearing of February 15, 2018, members of the public expressed concerns over the project, primarily as it pertains to potential trespass issues where existing residences abut a park proposed to be owned and maintained by a different HOA than said residences, and the proximity of the proposed dog park.

Analysis and Discussion:

The subject Preliminary Plat anticipates 776 single-family residential lots over nine (9) development parcels, plus one (1) additional parcel slated for multi-family development and two (2) park parcels. The project also anticipates a six (6) lot Model Complex. The project will be developed in three (3) phases, with each phase of development potentially being sub-phased. Any phasing that occurs will stand alone with respect to needed infrastructure or will be dependent upon infrastructure that was previously installed as part of a previous phase of development.

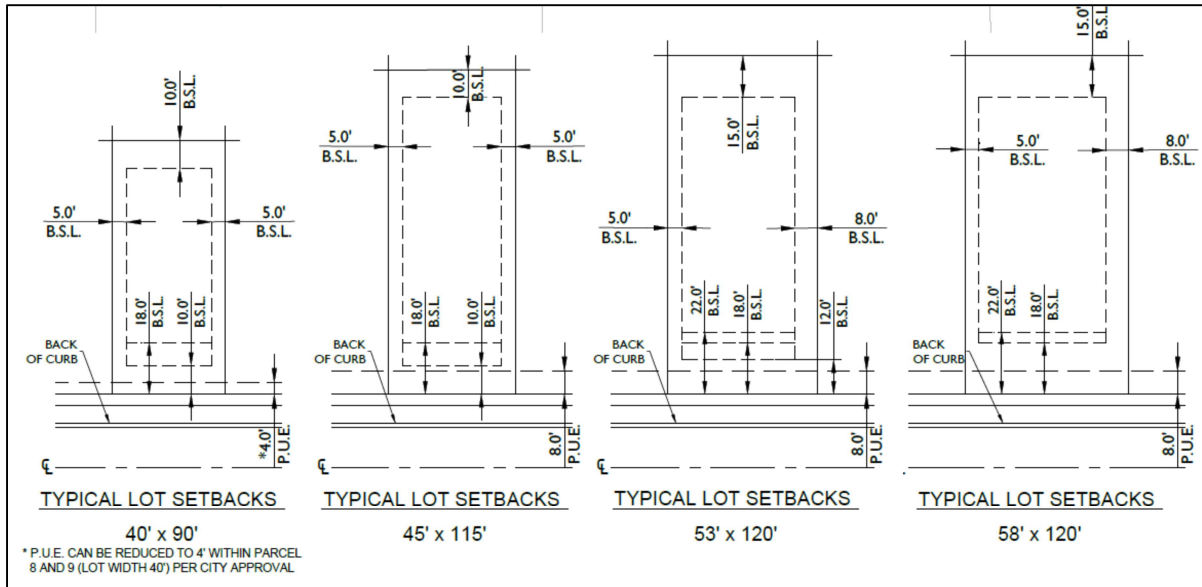


The aforementioned phasing also anticipates certain rights-of-way being dedicated to the city during Phase 1 through independent Maps of Dedication (MOD), each being on the March 20, 2018 City Council agenda. These include:

- Sweetwater Avenue (shown in red above), which is being processed under case FS17-584 and will extend roughly from the east end of the Legacy school campus to Litchfield Road;
- 144th Lane (shown in yellow above), which is being processed under case FS17-601 and will extend roughly from the north end of the Legacy school campus to Waddell Road;
- Old Oak Lane (shown in orange above), which is being processed under case FS17-618 and will extend from Bullard Avenue to 144th Lane.

The Marley Park PAD includes a series of approved Lot Categories. While not all of the approved lot categories are represented in this Preliminary Plat, as shown on sheet CS01 of the Preliminary Plat, four (4) different lot products within three (3) different lot categories are being offered. Essentially, the 40' x 90' lots fall under the SFD-SFA Category, the 45' x 115' and 53' x 120' lots fall under Lot Category B, and the 58' x 120' lots fall under Lot Category B.

[Continued following page.]



The approved development standards for each of these Lot Categories are depicted in the following chart.

DEVELOPMENT STANDARDS PER PADA02-104			
STANDARD	SINGLE FAMILY RESIDENTIAL DISTRICT		
Lot Category	C	B	SFD - SFA (3)
Minimum Lot Size	6,380	5,830	3,500
Minimum Lot Width	58'	53'	
Setbacks			
Front (Livable)	12'	12'	10'
Front (garage) (2)	18' / 22'	18' / 22'	<7'/18'
Side (Interior)	5'8" - 13'	5'8" - 13'	5'5" - 10'
Side (Corner Livable)	13'	13'	10'
Side (Corner Garage) (2)	5'	5'	5'
Rear (Livable)	15'	15'	10'
Rear (garage) (2)	3'	3'	3'

Notes:

- Setbacks from garage face measured from back of walk, R.O.W., or lot line in alley loaded conditions (rear garage)
- Setbacks identified for SFD/SFA and HDR are building setbacks, measured from rights-of-ways or parcel lines

[Continued following page.]

The aforementioned Model Complex will include a total of six (6) models on as many lots and will be adjacent to Park A, which will be completed during the 1st phase. During the life of the Model Complex, the local street that separates Park A from the Model Complex will be closed to vehicular traffic (except fire/emergency access), thereby allowing potential customers the ability to walk safely from the main sales office located within the clubhouse building to the individual model homes. Off-street parking serving both the Model Home Complex and Park A will be located within Park A. Upon closeout of the subdivision, the sales office will be absorbed into the Park A clubhouse and the street will be opened to the public. The following image, taken from Sheet L-0.02 of the Preliminary Landscape Plans shows this relationship, together with the Park A amenities.

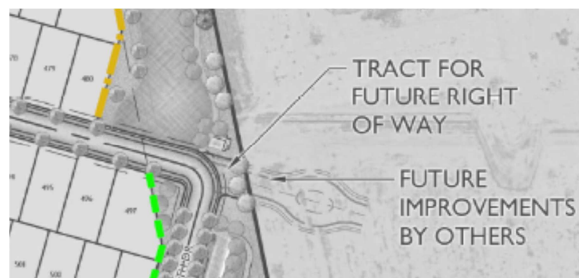


[Continued following page.]

The project will be well amenitized through a series of themed neighborhood parks, which will be interconnected by a series of trails and sidewalks. In addition, located at the extreme eastern edge of the community and immediately adjacent to the 65 ldn, will be a linear park providing trails and amenities extending from Sweetwater Avenue to Waddell Road. At the extreme eastern end of Old Oak Lane will be the opportunity for vehicular connectivity to the commercial area to the east of the 65 ldn. Located south of Sweetwater Avenue is Park B, which will be constructed as part of Phase 2. This park will be owned and maintained by the Marley Park HOA for the use and benefit of the Marley Park residents. Since Park A has not been designed, access to the park has not been finalized, which is the reason for recommended stipulation “d”. The following image taken from Sheet L-4.01 of the Preliminary Landscape Plan expresses the overall design.



The following image depicts the future connection to the adjacent commercial area at the end of Old Oak Lane.



The entirety of the Phase 4 & 5 project will utilize entry monuments, themes walls and fencing consistent with that of the rest of the Marley Park community. The following image, taken from Sheet L2.01 of the Preliminary Landscape Plan shows this in a general way. Additional imagery is included in the Preliminary Landscape Plan.



Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	TBD
Natural Gas:	SWG
Irrigation:	N/A
Schools:	Dysart USD #89

[Continued following page.]

189 **Conformance with Adopted Plans:**

190
191 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
192 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
193 or more, provided appropriate transitions are made between the various Neighborhood types
194 included within the character area. At 3.30 DU/Ac, the project most closely aligns with the
195 Suburban Neighborhood type and is consistent with the General Plan in this regard. The General
196 plan also seeks appropriate buffers and transitions between the various Character Areas; however,
197 since the subject request is consistent with the proposed development of the surrounding area,
198 transition and buffering are not an issue.

199
200 The General Plan also supports the Graduated Density Concept (GDC) as set forth by Luke AFB. As
201 noted by Luke AFB in their attached comment letter, at the densities proposed, the subject
202 Preliminary Plat does not meet the GDC. Therefore, the proposed Preliminary Plat is inconsistent
203 with the General Plan in this regard; however, the zoning entitlements associated with the Marley
204 Park PAD pre-date this provision in the General Plan, and prior to the approval of the Minor
205 Amendment under FS17-699, the PAD would have allowed 1,098 dwelling units in the north half of
206 Section 16, with densities as high as 4.3 DU/Ac in the vicinity of the 65 ldn. The Minor Amendment
207 approved under FS17-699 keeps the overall lot yield for the north half of Section 16, but shifts
208 much of that density further to the west, which supports the goal of lessening densities as
209 development moves closer to the 65 ldn.

210
211 **Reviewing Agencies:**

212
213 All city reviewing departments have reviewed the request and expressed no objections; however,
214 the City's Traffic Engineering and Transportation Planning divisions expressed a desire that all future
215 development activity and associated civil improvement plans relating to Sweetwater Avenue
216 recognize the need for vehicular connectivity to the Park B site located along the south side of
217 Sweetwater. Stipulation "d" addresses this concern. The subject Preliminary Plat was also routed
218 to the standard external reviewing agencies, who offered the following comments:

219
220 **Maricopa Water District (MWD):** In an email dated August 31, 2017, MWD indicated the proposed
221 project is outside their current boundaries.

222
223 **Flood Control District of Maricopa County (FCDMC):** In an email dated September 6, 2017, FCDMC
224 indicated the project was located within FEMA Zone X as shown on FEMA FIRM Panel numbers
225 1680L and 1660L.

226
227 **Arizona Department of Transportation (ADOT):** in an email dated August 30, 2017, ADOT
228 indicated no objection to the request.

Luke Air Force Base (LAFB): In a letter dated September 5, 2017 (attached), LAFB indicated the proposed development does not meet the Gradated Density Concept and advises that homes in this area will be subjected to approximately 165 low-level over-flights per day. LAFB recommends appropriate sound attenuation and a strong notification program.

Summary:

The subject Preliminary Plat meets the requirements of the Marley Park PAD, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and offered no concerns that are not addressed by the recommended stipulations of approval. The project is well integrated with the Marley Park PAD and advances the goals and policies as established in the currently approved General Plan, except for those related to Luke Air Force Base's Graduated Density Concept.

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan 2035 except as it pertains to Luke Air Force Base's Graduated Density Concept.
- The proposed Preliminary Plat is consistent with the Marley Park PAD as amended by FS17-699.
- The reviewing agencies have indicated no concerns that are not addressed by the recommended stipulations.

Commission Recommendation:

Based on the findings noted above, the Commission recommends the City Council **approve** the requested Preliminary Plat, subject to stipulations 'a' through 'e' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Preliminary Plat for Marley Park Phase 4-5" consisting of ten (10) sheets prepared by EPS Group, Inc. dated December 14, 2017 and stamped received December 14, 2017.
- b. Landscaping of the development shall be consistent with the Preliminary Landscape Plans entitled "Marley Park Phase 4 & 5", consisting of seventeen (17) sheets prepared by EPS Group, Inc. dated December 14, 2017 and stamped received December 14, 2014.
- c. Phasing of the development shall be consistent with the Phasing Plan entitled "Marley Park Phase 4 - 5 Phasing Plan", consisting of one (1) sheets prepared by EPS Group, Inc. dated February 15, 2018 and stamped received February 15, 2018.
- d. The development's plats and plans shall recognize the need for parking and driveways for the future park located on the south side of Sweetwater Avenue. The driveway

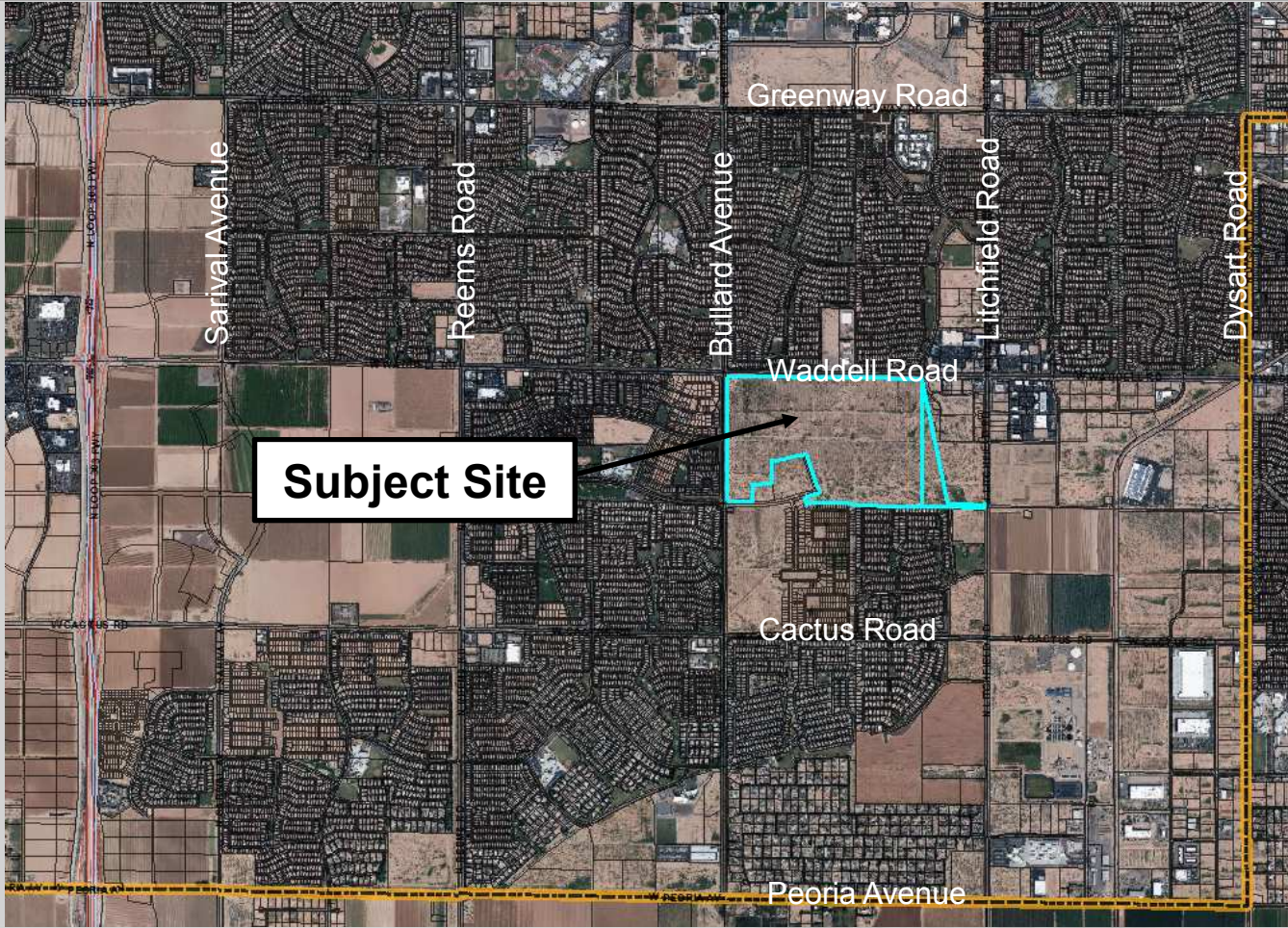
spacing criteria for a 30 mph collector roadway shall be 150' from the next adjacent street or driveway.

- e. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 – Vicinity Map
- 02 – Case Map
- 03 – Preliminary Plat
- 04 – Preliminary Landscape Plan
- 05 – Phasing Plan
- 06 – Luke Air Force Base comments
- 07 – Letter of Concern



FS17-508 Vicinity Map



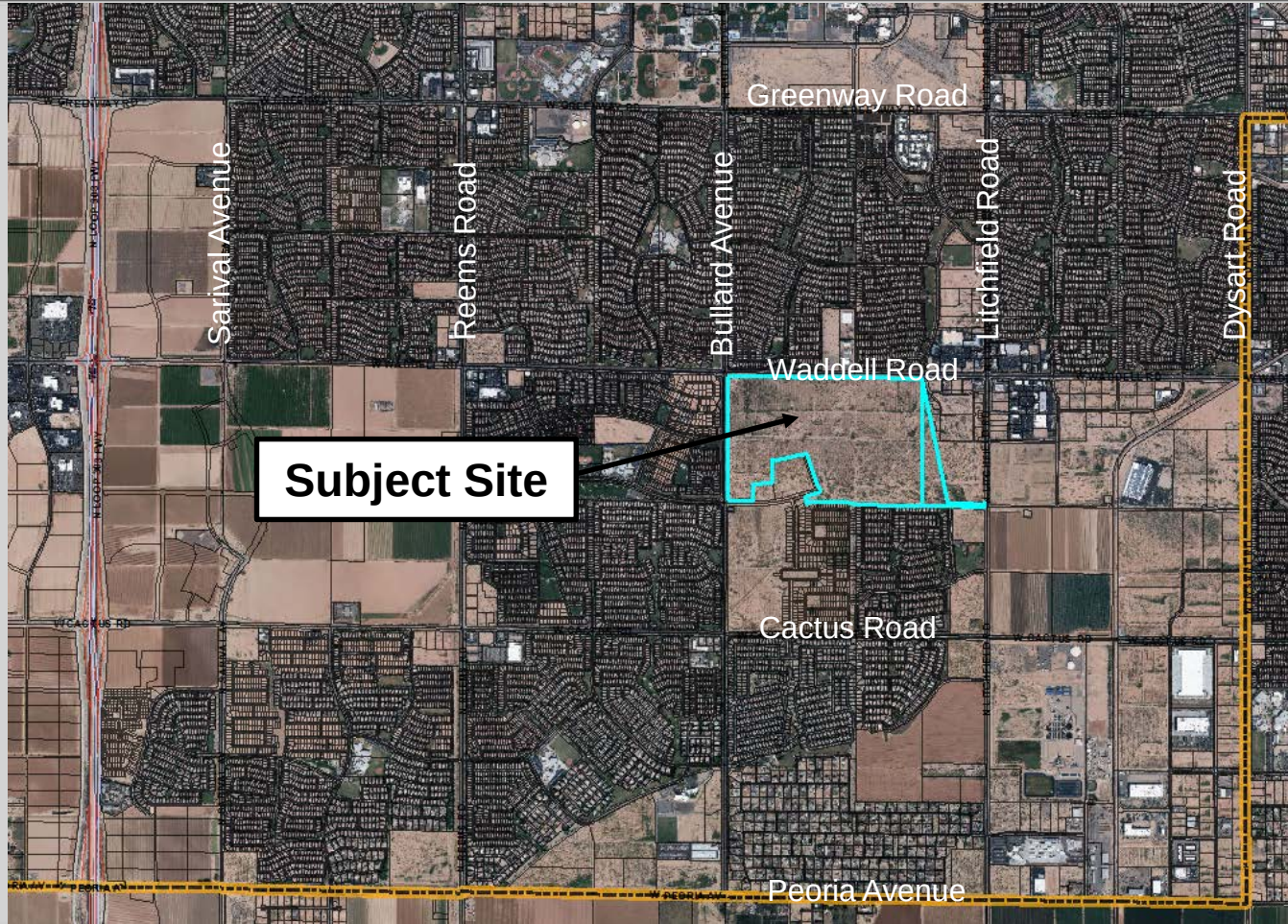
S U R P R I S E

A R I Z O N A

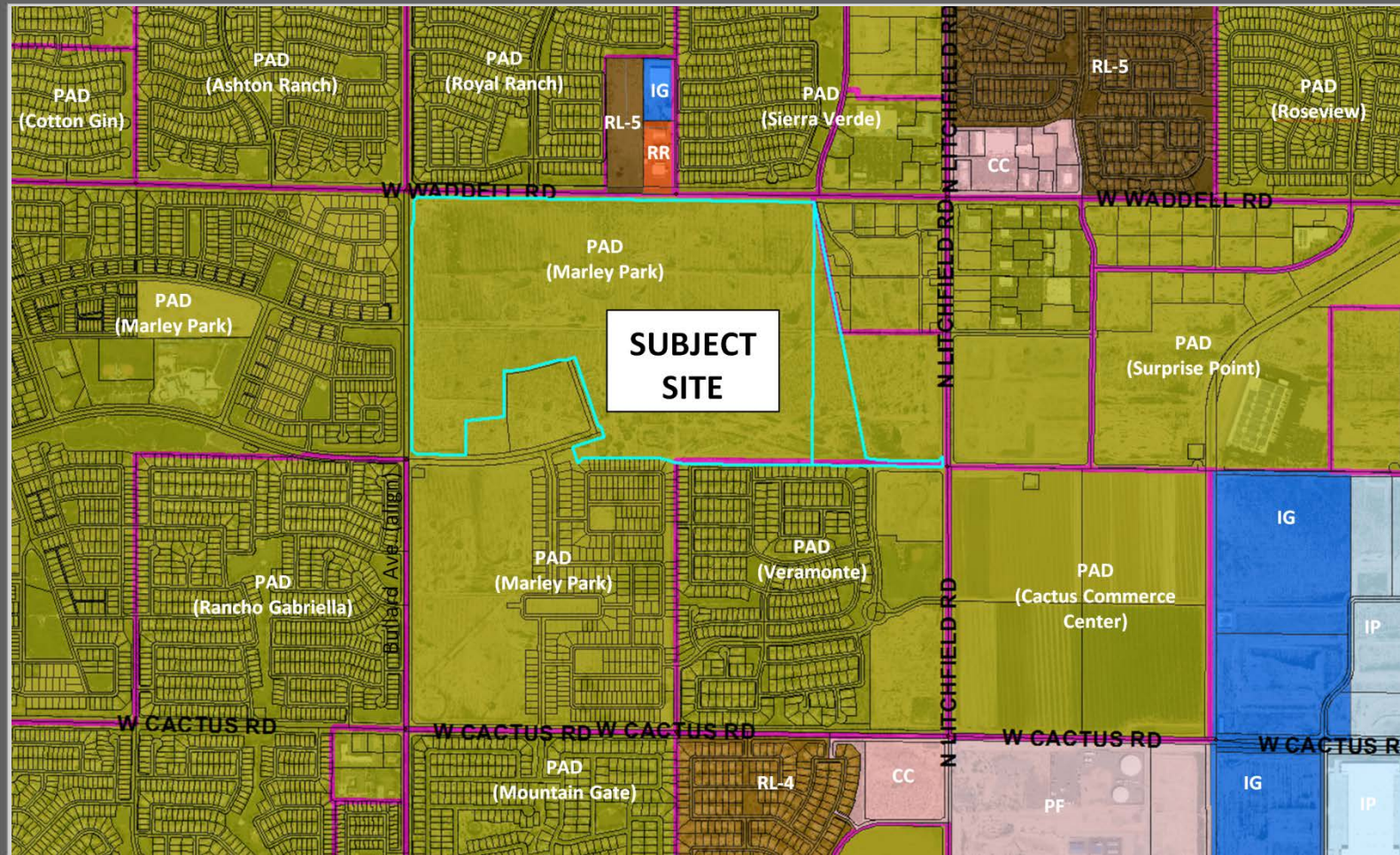
City Council

March 20, 2018

Marley Park Phase 4 & 5
Preliminary Plat



FS17-508 Vicinity Map



FS17-508 Case Map



PARKS & AMENITY

1 THE HOMESTEAD

- Community / Sales Center
- Ramada
- Outdoor Fireplace Plaza
- Communal Table
- Tot Lot
- Half Basketball Court
- Grove Plaza
- Pool
- Kid Zone
- Adult Zone
- Lap Pool
- Drive-In Movie
- Beach Ball Court
- Horseshoe Court
- Open Turf Area

2 PLAYFUL ART PARK (PARCEL 1)

- Playful Art Play Structure
- Shaded Seating
- Gathering Area
- Shaded Saxonal Gathering Plaza
- Open Turf Area

3 MONARCH PARK (PARCEL 2)

- Passive Recreation Park
- Outdoor Lounge
- Overlook Platform
- Grove Plaza
- Formal Gardens
- Social Event Space

4 CLIMBING PARK (PARCEL 3)

- Climbing Tot Lot
- Turf Play Area
- Ramada Gathering
- Shaded Seating

5 MUSIC PARK (PARCEL 7)

- Interactive Musical Play
- Turf Play Area
- Shade Structure
- Seating Area
- Gathering Plaza

6 PRAIRIE LOUNGE (PARCEL 6)

- Outdoor Kitchen
- Outdoor Living
- Outdoor Fireplace
- Movie Lawn
- Community Garden
- Communal Table
- Corn Hole

7 NATURE GROVE PARK (PARCEL 8)

- Nature Play Pasture
- Animal Play Pasture
- Turf Play Area
- Shade Structure
- Seating Area

8 WARRIOR PARK (LINEAR PARK)

- Active Recreation Park
- Fitness Stations
- Ninja Equipment
- Multi-use Trails

9 MEADOW PARK (13 ACRE PARK)

- Active Recreation Park
- Multi-use Turf Fields
- Multi-use Paths



L-0.01
12.14.2017



KEYNOTES

- | | | |
|---------------------------------------|--------------------|-----------------------------|
| 1 LAP POOL | 9 HORSESHOES | 17 HALF BASKETBALL COURT |
| 2 POOL KID PLAY ZONE (SHADE) | 10 BOCCIE BALL | 18 BBQ GRILLS |
| 3 POOL LOUNGE WITH BUILT-TOOL (SHADE) | 11 LANDSCAPE BENCH | 19 PARKING 127 STALLS |
| 4 TURF | 12 GROVE PLAZA | 20 MOBILE TRAP FENCE |
| 5 UMBRELLAS | 13 OUTDOOR KITCHEN | 21 CLUBHOUSE / SALES OFFICE |
| 6 FINE PIT PLAZA | 14 TOT LOT | 22 OUTDOOR LOUNGE |
| 7 SEATING | 15 LOW SCREEN WALL | 23 POOL EQUIPMENT ENCLOSURE |
| 8 COMMUNITY TABLE | 16 CORNHOLE | 24 PARK MONUMENT SIGN |

KEYMAP



HOMESTEAD PARK



CHARACTER IMAGERY



CLUBHOUSE 21/22/23



COMMUNAL TABLE 8



OUTDOOR FIREPIT 6



GROVE PLAZA 12



BOCCIE BALL 10



TOT LOT 14



HORSESHOES 9



WATER BUCKET POOL FEATURE 1



BASKETBALL COURT 17



POOL LOUNGE WITH BARSTOOLS 3



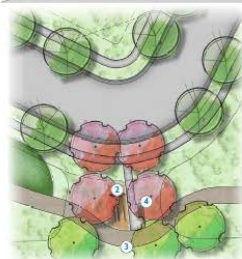
KEYNOTES

- ① NINJA CHALLENGE COURSE
- ② FITNESS STATION
- ③ 8' UNPAVED MULTI-USE TRAIL
- ④ REST AREA WITH LANDSCAPE BENCH

KEYMAP



WARRIOR PARK



CHARACTER IMAGERY



NINJA CHALLENGE COURSE ①



NINJA CHALLENGE EQUIPMENT ①



FITNESS STATION ②



MULTI-USE TRAIL ③



KEYMAP



MEADOW PARK

KEYNOTES

- 1 TURF
- 2 1/2 MILE RUNNING/WALKING PATH (1 MILE LOOP)
- 3 DOUBLE GATED ENTRY
- 4 BENCHES W/ SHADE TREES
- 5 BENCHES W/ SHADE TREES
- 6 PET WASTE STATION
- 7 UPDOWN DRINKING FOUNTAIN
- 8 DOG PLAY ELEMENTS
- 9 DOG ENCLOSURE FENCE
- 10 STABILIZED DOG PARKING (10 SPACES)
- 11 DOG PARK TURF PLAY AREA
- 12 SEATING NODE



CHARACTER IMAGERY



1/2 MILE RUNNING/WALKING PATH (1 MILE LOOP)



TURF RETENTION AREA



TURF PLAY AREA



DOG PLAY ELEMENTS



FS17-508 Landscape



KEYMAP



COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPIT FACE CMU BLOCK, COLOR BONE BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDER FRESH, COLOR SIDE ROCK RED BY SUPERLITE OR APPROVED EQUAL
COLOR C (STEEL)	COLOR RAL BLACK, GABEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY HESA PRECAST, OR APPROVED EQUAL

FS17-508 L



2 SECONDARY ENTRY MONUMENT COLUMN
Scale: 1/2" = 1'-0"

PRIMARY ENTRY MONUMENT

SECONDARY ENTRY MONUMENT

SECONDARY ENTRY MONUMENT

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPUT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL

FS17-508 Landscape



WALL LEGEND

SYMBOL	ITEM
	PRIMARY WALL (MASTER DEVELOPER)
	SECONDARY WALL (PARCEL DEVELOPER)
	VIEW WALL (PARCEL DEVELOPER)
	COMMUNITY ENTRY MONUMENT
	PRIMARY ENTRY MONUMENT
	SECONDARY ENTRY MONUMENT



1 PRIMARY WALL



2 SECONDARY WALL



3 VIEW WALL





1 PRIMARY WALL
Scale: 1/2" = 1'-0"



2 SECONDARY WALL
Scale: 1/2" = 1'-0"



3 LOW WALL
Scale: 1/2" = 1'-0"



4 VIEW WALL
Scale: 1/2" = 1'-0"

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED BY SUPERLITE OR APPROVED EQUAL
COLOR C (STEEL)	COLOR RAL BLACK, GREEN BY BENT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



PRECAST CONCRETE CAP,
COLOR OSTRICH BY MESA PRECAST



SPLIT FACE CMU BLOCK,
COLOR BONE BY SUPERLITE



FOUNDERS FINISH CMU BLOCK,
COLOR SLIDE ROCK RED BY SUPERLITE



RAMADA



ROOF: MULTI-RIB (STANDARD)



ROOF COLOR: MATTE BLACK



DECORATIVE COLUMN: SAN JOSE



COLUMN COLOR: WHITE



RAMADA OVERHEAD ORNAMENTATION
CARMEL



LANDSCAPE BENCH: ANOVA "MADISON"
COLOR: MAHOGANY



PICNIC TABLE: ANOVA "MADISON"
COLOR: MAHOGANY



PICNIC TABLE: ANOVA "WAINWRIGHT"
COLOR: MAHOGANY



LANDSCAPE BENCH: ANOVA "MADISON"
COLOR: MAHOGANY

FS17-508 Landscape



CONNECTIVITY LEGEND

SYMBOL	ITEM
	PEDESTRIAN CONNECTION
	SEATING NODE



07234



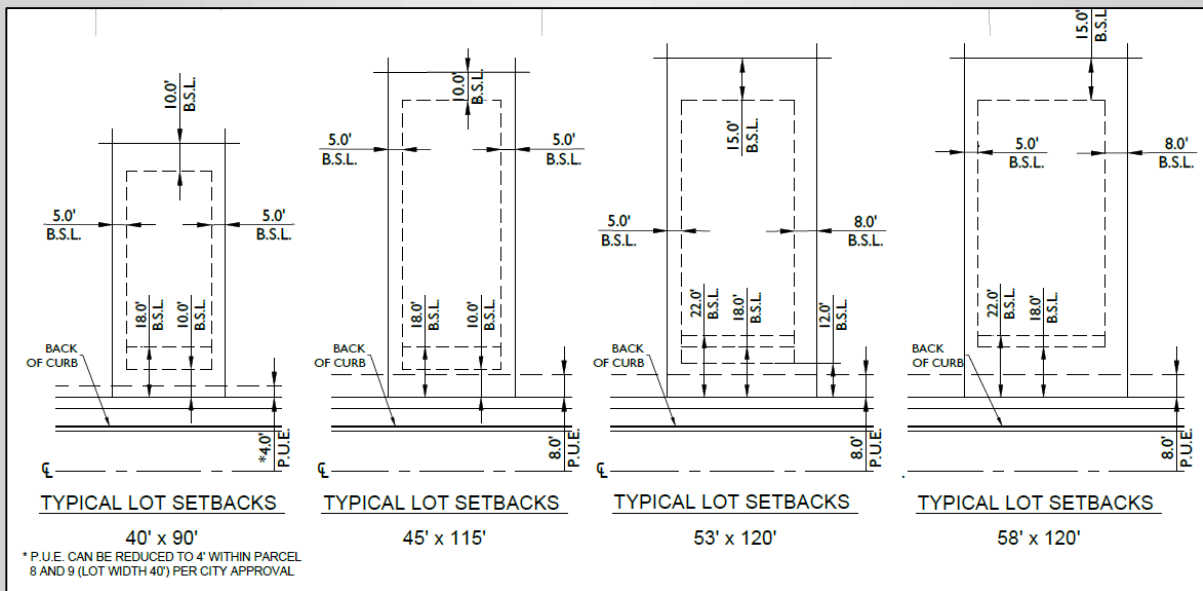
Marley Park - Phase 4 & 5

Surprise, Arizona

Pedestrian Connection Plan

L-4.01
12.14.2017





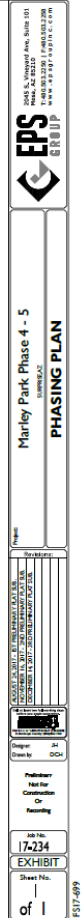
FS17-508 Lot Product

DEVELOPMENT STANDARDS PER PADA02-104

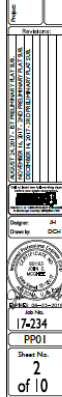
STANDARD	SINGLE FAMILY RESIDENTIAL DISTRICT		
	C	B	SFD - SFA (3)
Lot Category			
Minimum Lot Size	6,380	5,830	3,500
Minimum Lot Width	58'	53'	
Setbacks			
Front (Livable)	12'	12'	10'
Front (garage) (2)	18' / 22'	18' / 22'	<7'/18'
Side (Interior)	5'8' -13'	5'8' -13'	5'5' -10'
Side (Corner Livable)	13'	13'	10'
Side (Corner Garage) (2)	5'	5'	5'
Rear (Livable)	15'	15'	10'
Rear (garage) (2)	3'	3'	3'

Notes:

- Setbacks from garage face measured from back of walk, R.O.W., or lot line in alley loaded conditions (rear garage)
- Setbacks identified for SFD/SFA and HDR are building setbacks, measured from rights-of-ways or parcel lines

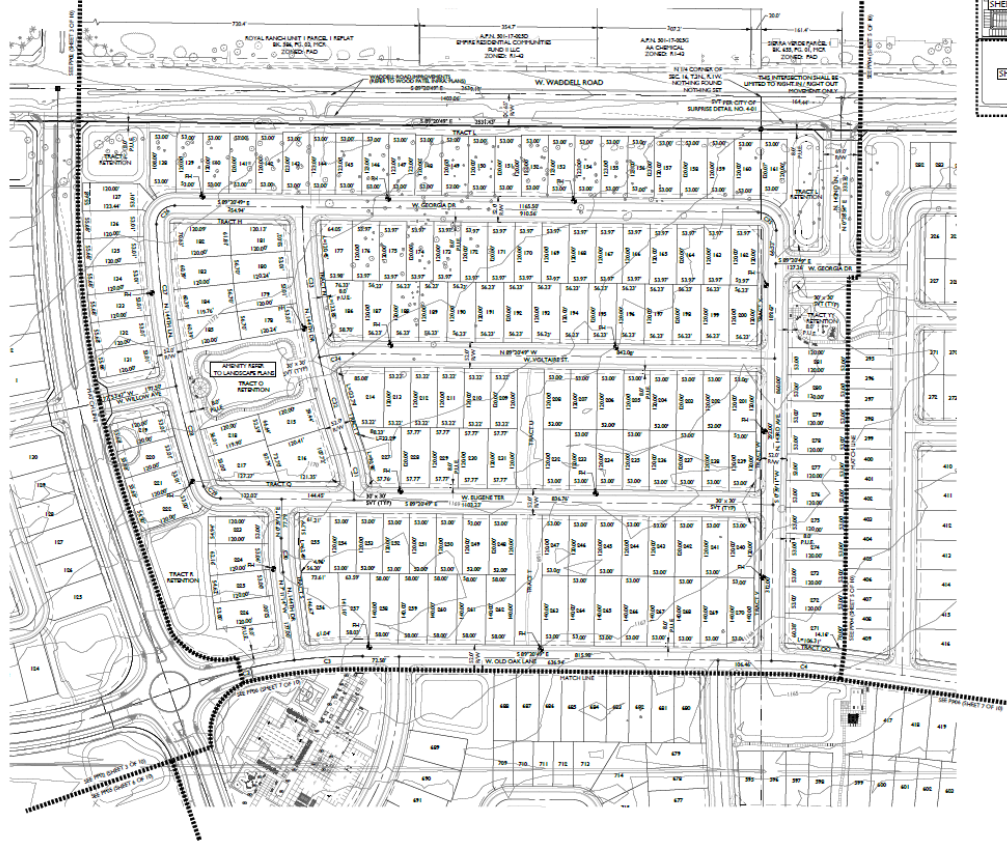


FS17-508 Phasing

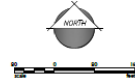
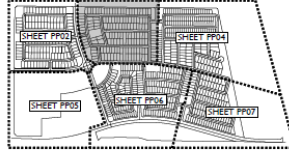


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FS17-508 Pre-Plat



KEY MAP



Marley Park Phase 4-5

SUBMITTAL

Preliminary Plat

Project

Sheet No.

Date

Drawn By

Check By

Scale

Notes

17-234

PP03

Sheet No.

4

of 10

17-234

PP03

Sheet No.

4

of 10

17-234

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Sheet No.

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of 10

17-234

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Sheet No.

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of 10

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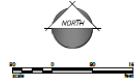
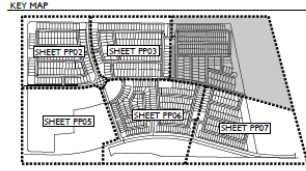
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 Designer: 

 Drawn by: 



Project:	
Key Milestones:	
AUGUST 24, 2017 - 8TH PRELIMINARY PLAT SUB.	
NOVEMBER 14, 2017 - 2ND PRELIMINARY PLAT SUB.	
DECEMBER 14, 2017 - 3RD PRELIMINARY PLAT SUB.	

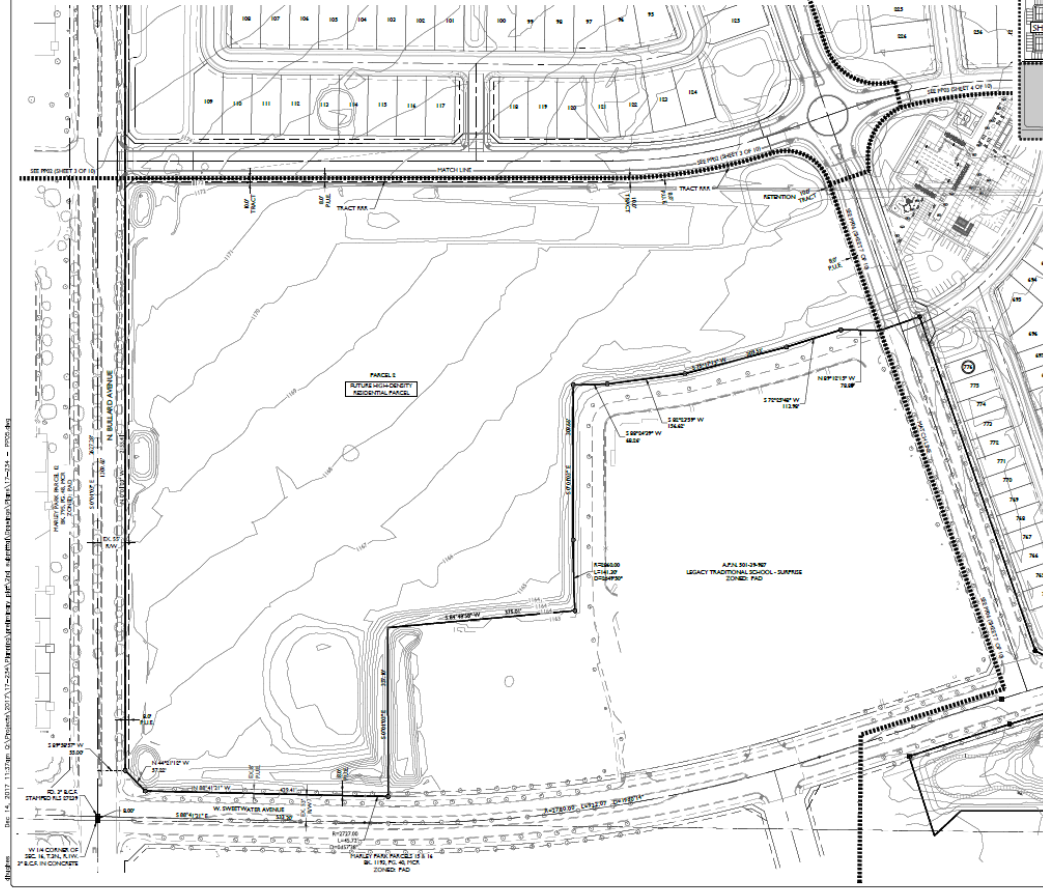
Marley Park Phase 4 - 5
Surrey LEA
Preliminary Plat

EPS GROUP
2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
Tel: 480.903.2290 | Fax: 480.503.2299
www.epsgroupinc.com

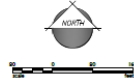
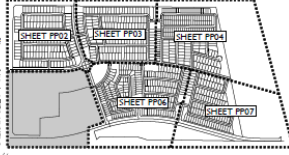
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FS17-508 Pre-Plat

17-234



KEY MAP



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of 10

Marley Park Phase 4 - 5
 SUPPLEMENTAL
 Preliminary Plat

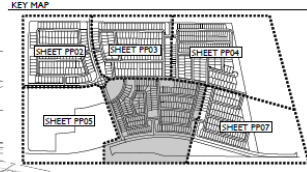
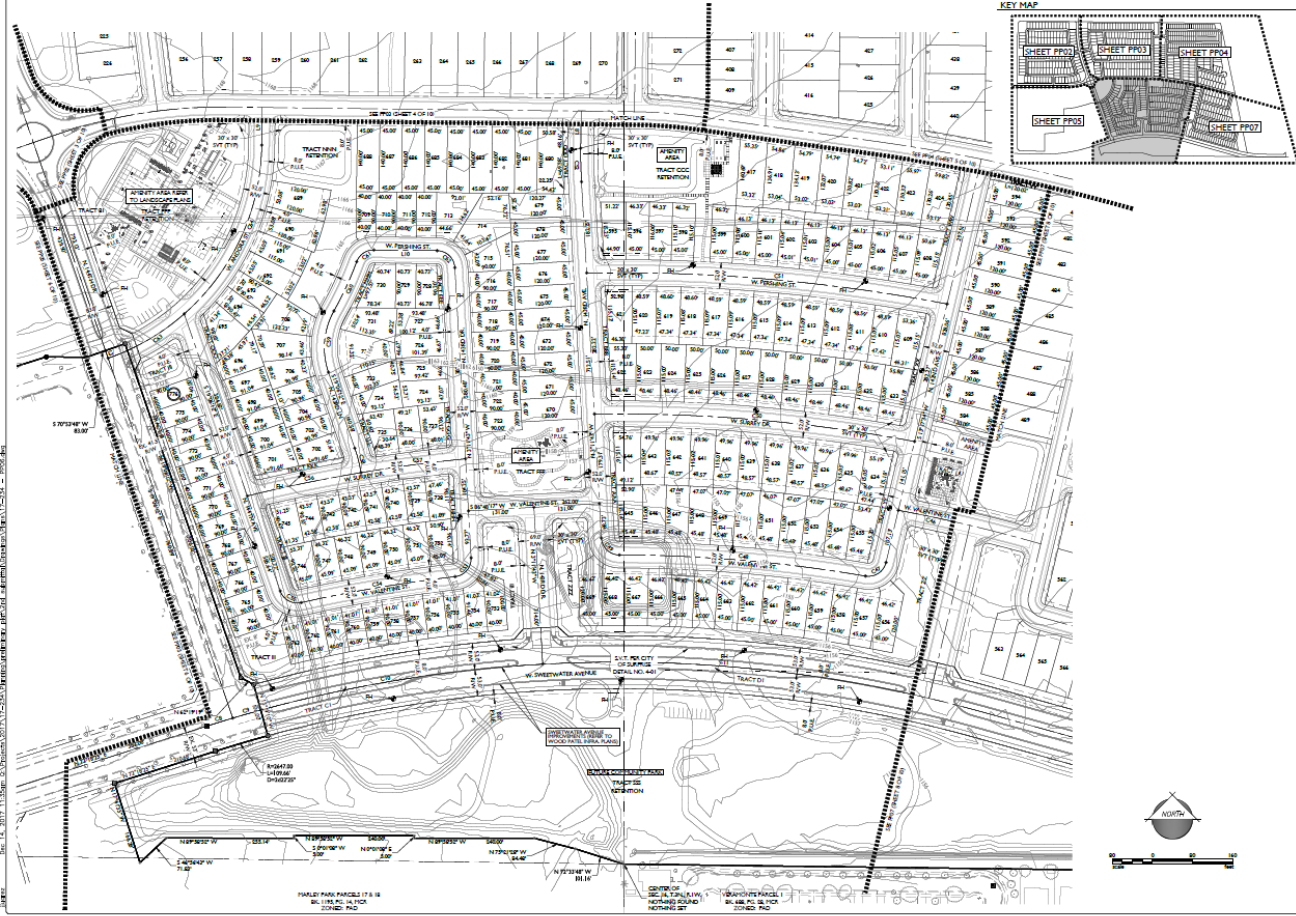


2045 S. Windward Ave., Suite 101
Mesa, AZ 85210
T: 480.903.2290 | F: 480.503.2290
www.epsgroupinc.com

FSI 7-699

17-234

DATE: 10/15/2017 11:20AM



17-234

10/15/2017 11:20AM

DATE: 10/15/2017 11:20AM

17-234

PP06

Sheet No. 7 of 10

EPS

ENGINEERING & PLANNING

1001 S. Walnut Ave., Suite 101
Phoenix, AZ 85003
Phone: 602.998.1234
Fax: 602.998.1235
Email: info@epsaz.com

Marley Park Phase 4 - 5

Preliminary Plat

FS17-508 Pre-Plat

[illegible][illegible]

US17-699

FS17-508 Pre-Plat

Commission Recommendation:

Approve subject to stipulations “a” through “e”

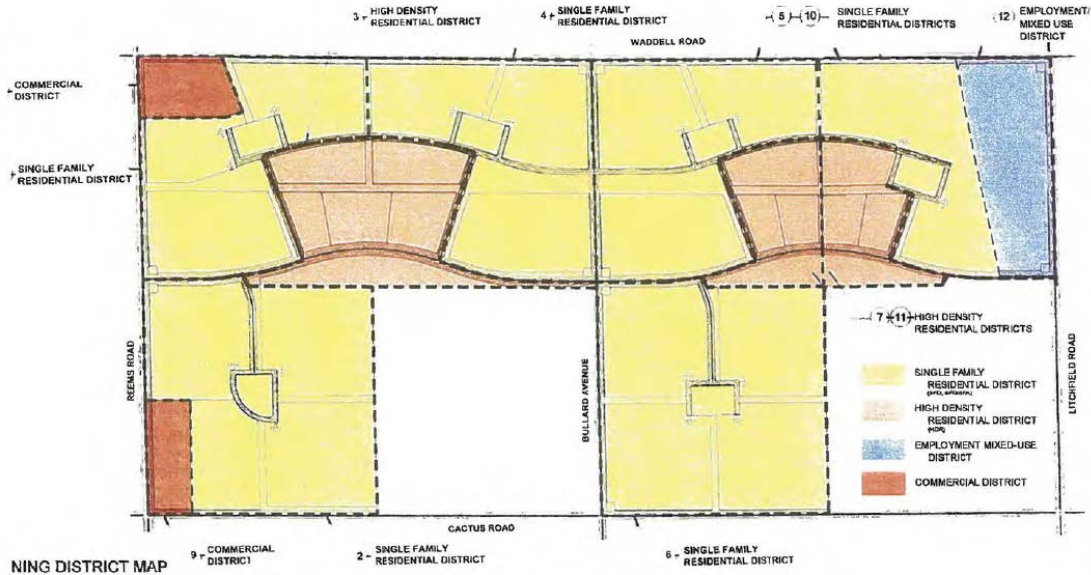


SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

Concept Development Plan

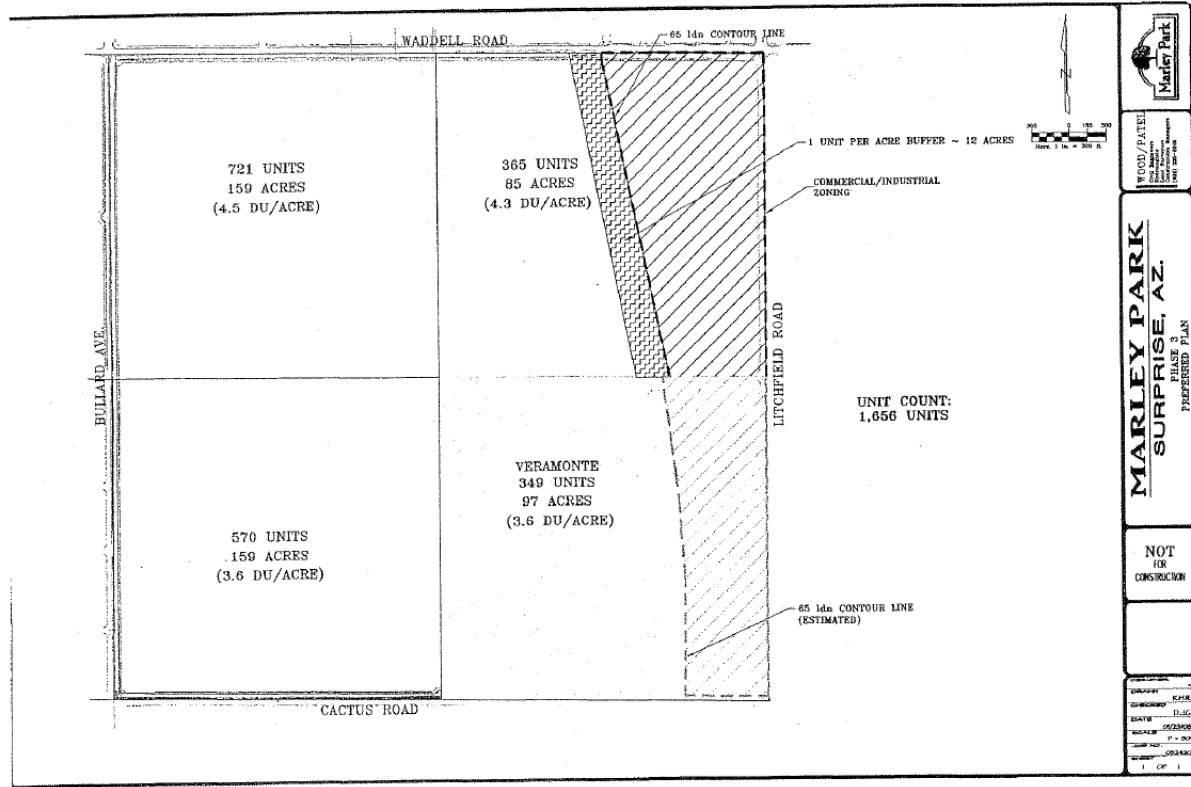


September 26, 2002

10

MARLEY PARK
City of Surprise 2000

PADA02-104



PADA06-027



EXISTING LAND USE DATA	
Land Use	Acres
Single Family Residential (SFR)	30.4 Ac.
High Density Residential (HDR)	61.1 Ac.
TOTAL	91.5 Ac.



Marley Park

Surprise, Arizona

Existing High Density Residential Exhibit

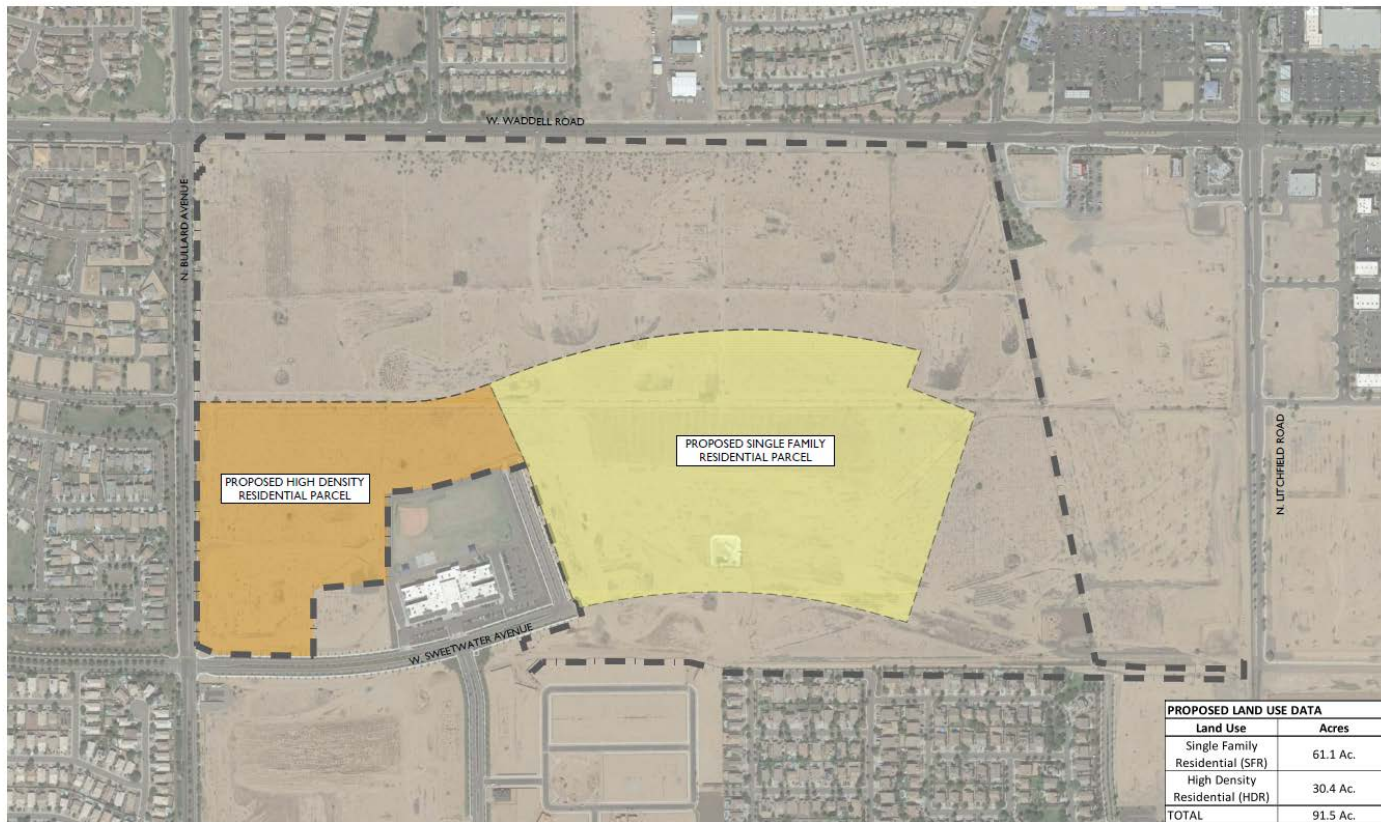


November 27, 2017



FS17-699

FS17-699



PROPOSED LAND USE DATA	
Land Use	Acres
Single Family Residential (SFR)	61.1 Ac.
High Density Residential (HDR)	30.4 Ac.
TOTAL	91.5 Ac.



Marley Park

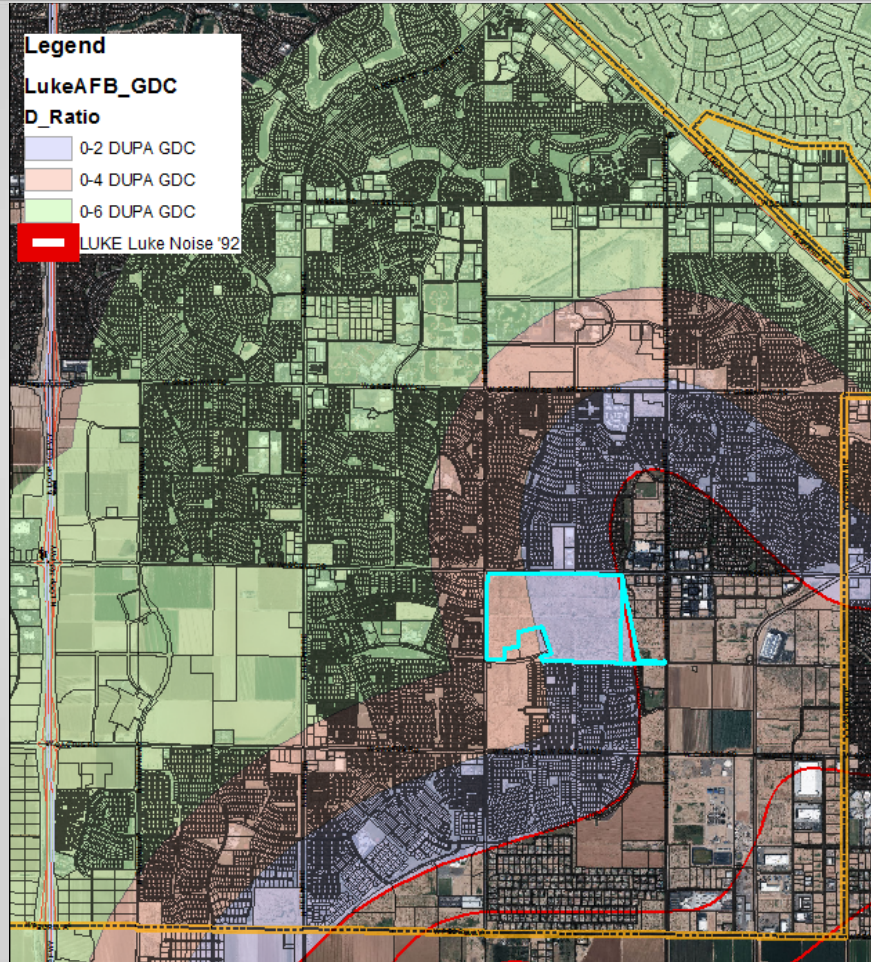
Surprise, Arizona

Proposed High Density Residential Exhibit

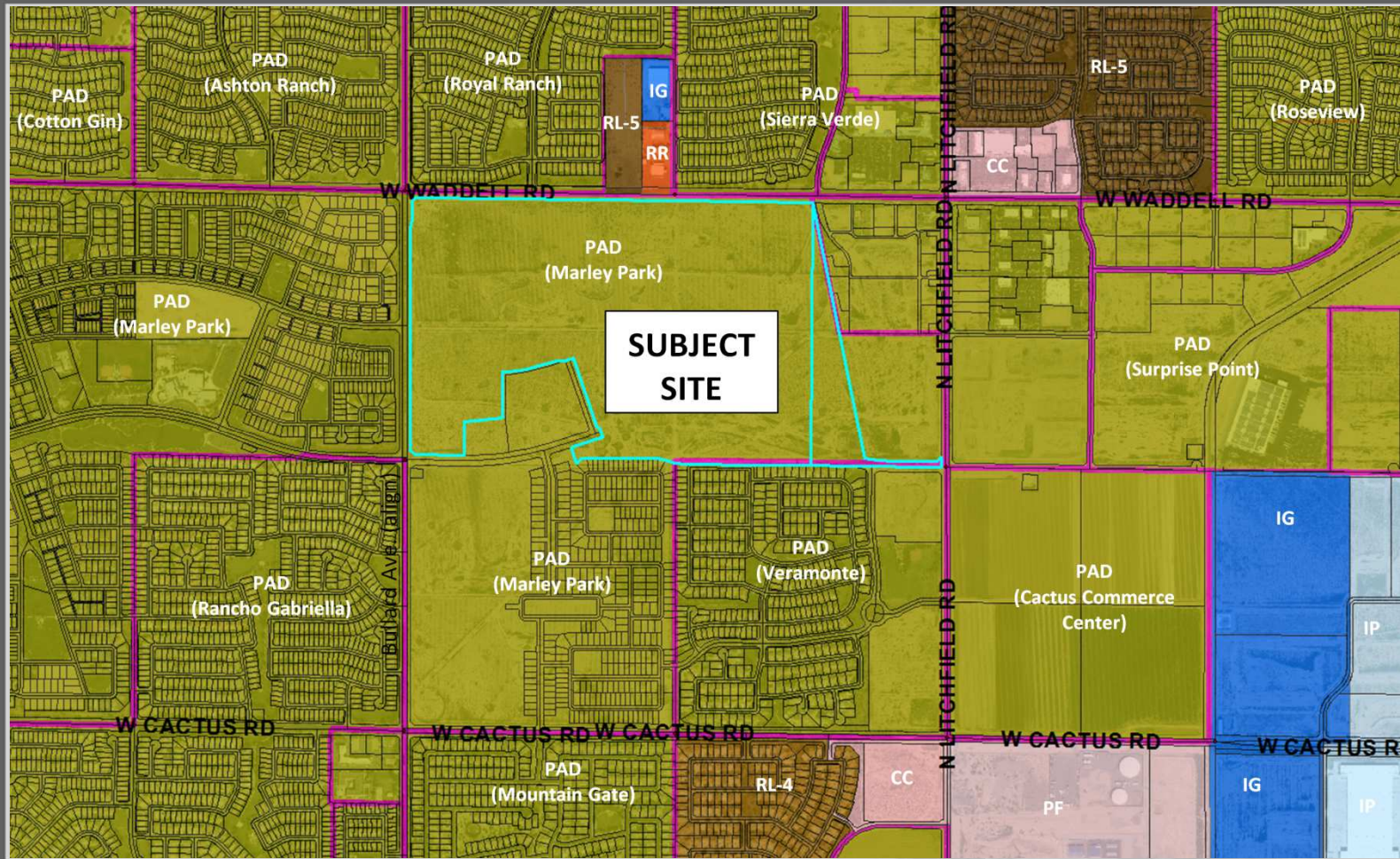


November 27, 2017





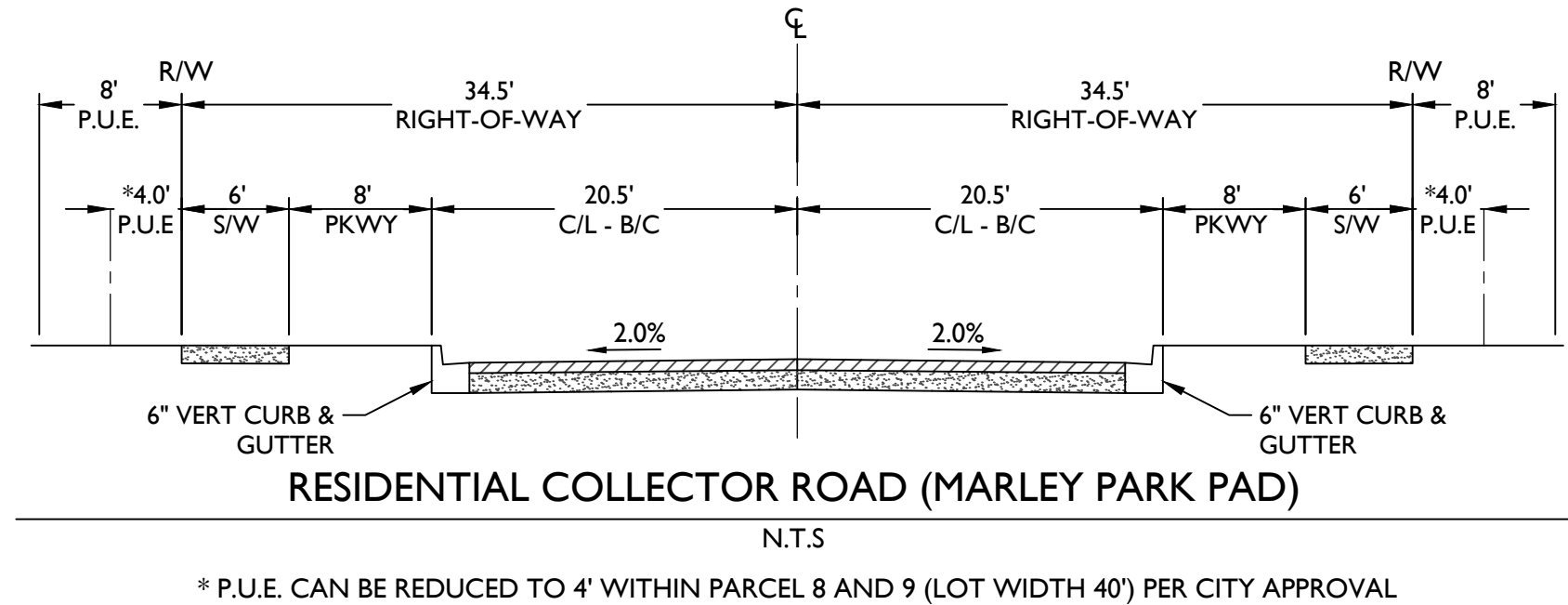
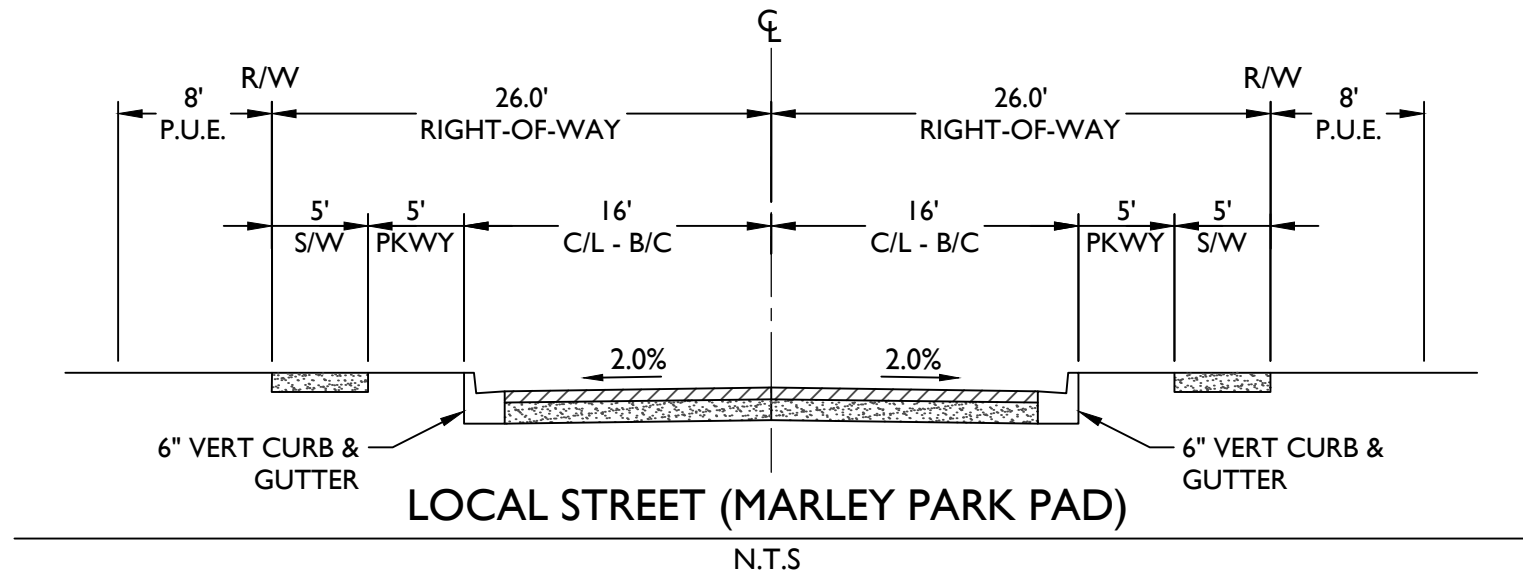
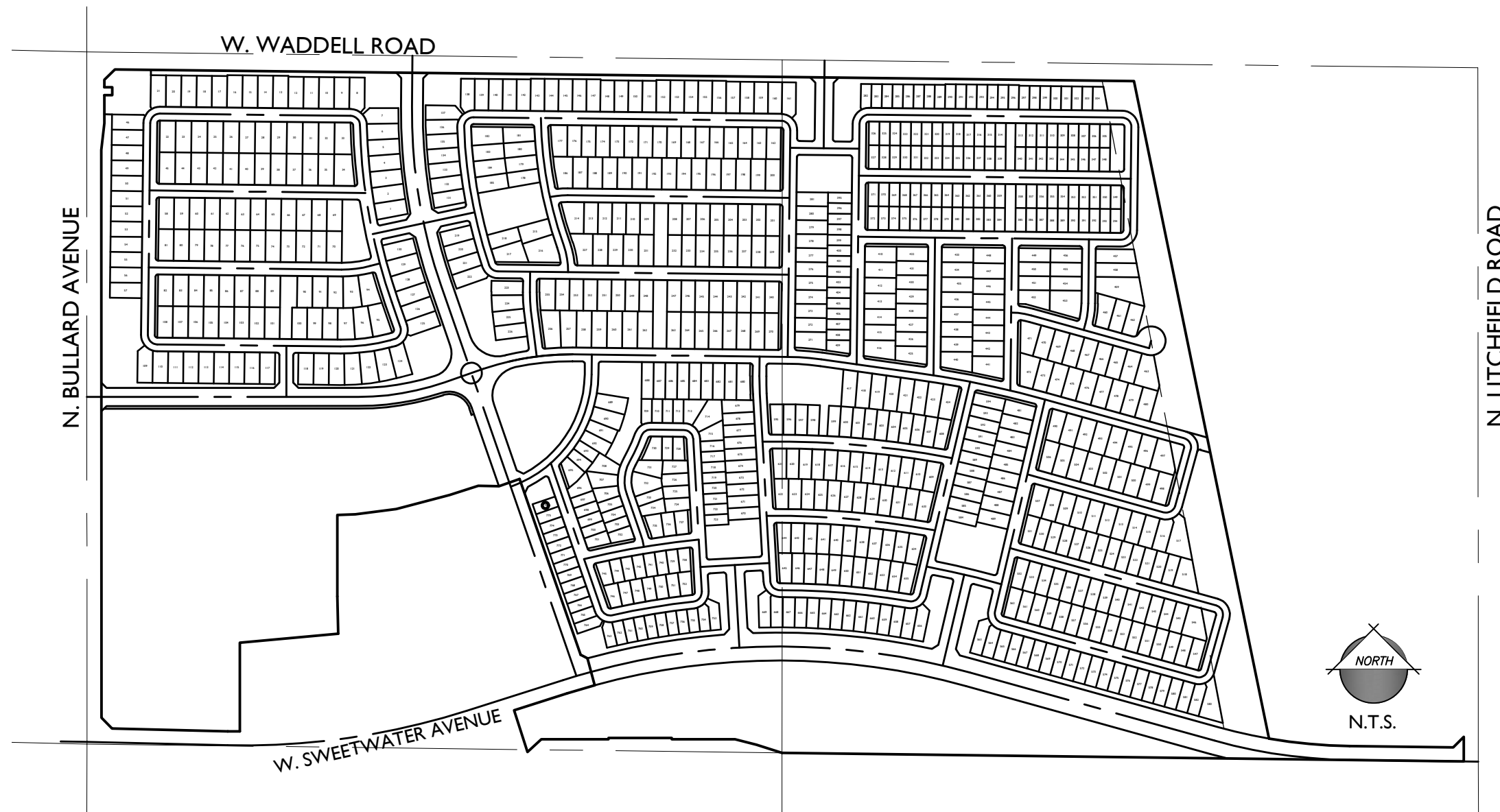
Luke AFB GDC



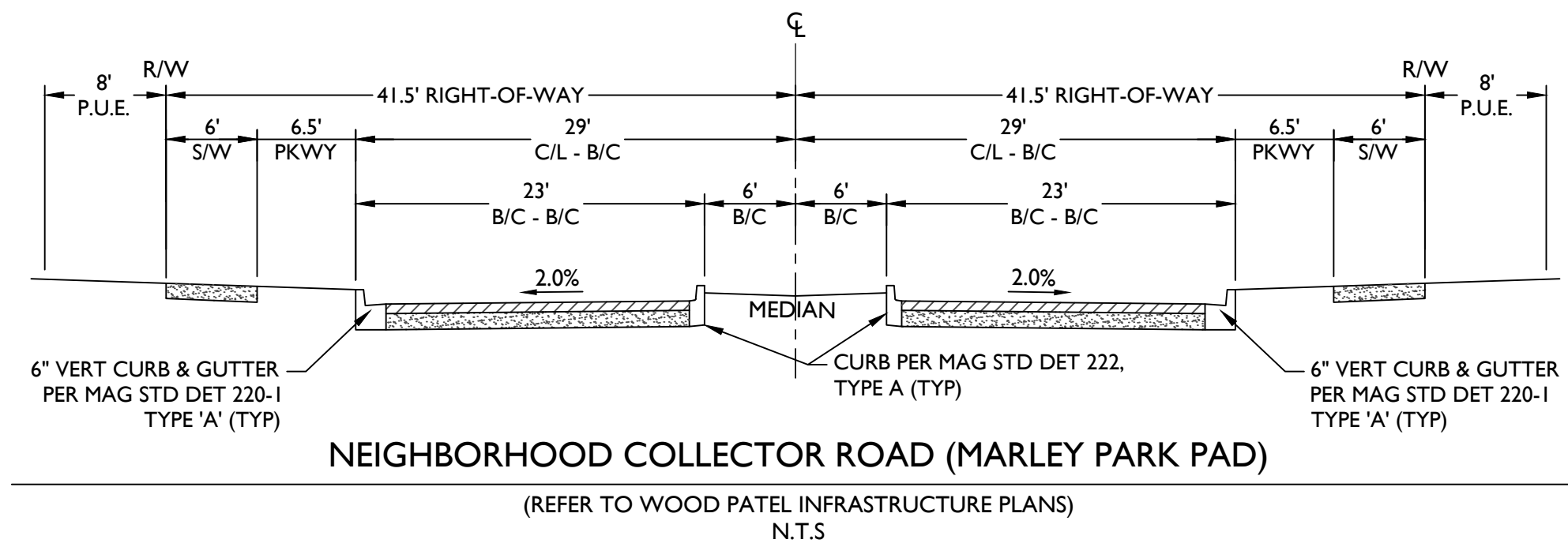
FS17-508 Case Map

PRELIMINARY PLAT FOR MARLEY PARK PHASE 4-5

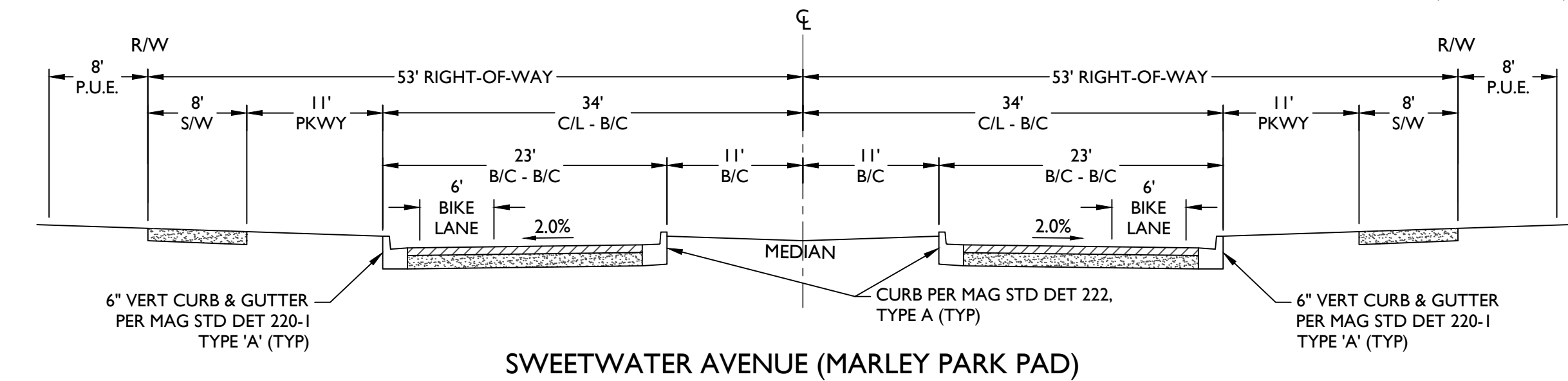
A PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1
WEST, OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



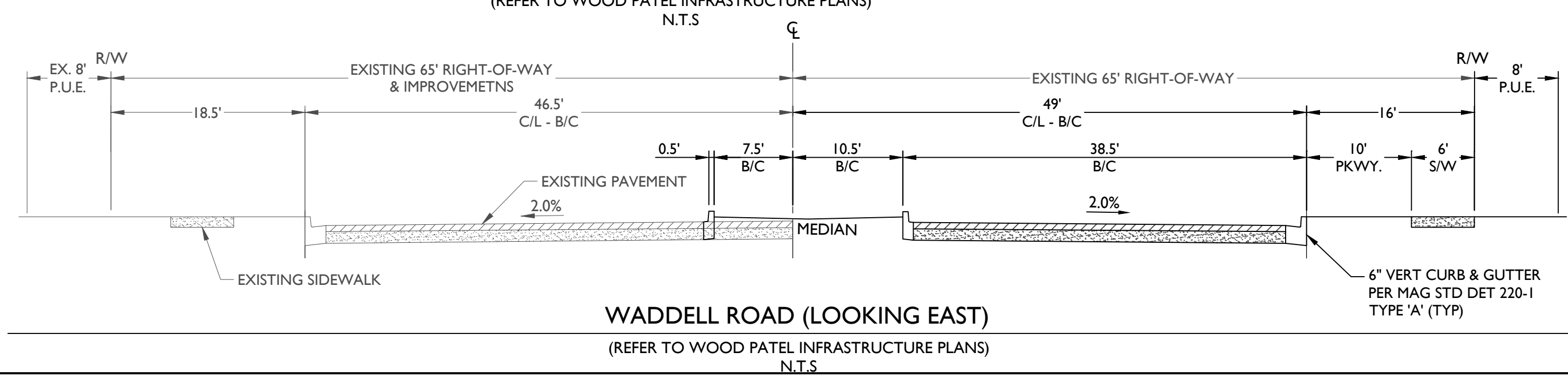
* P.U.E. CAN BE REDUCED TO 4' WITHIN PARCEL 8 AND 9 (LOT WIDTH 40') PER CITY APPROVAL



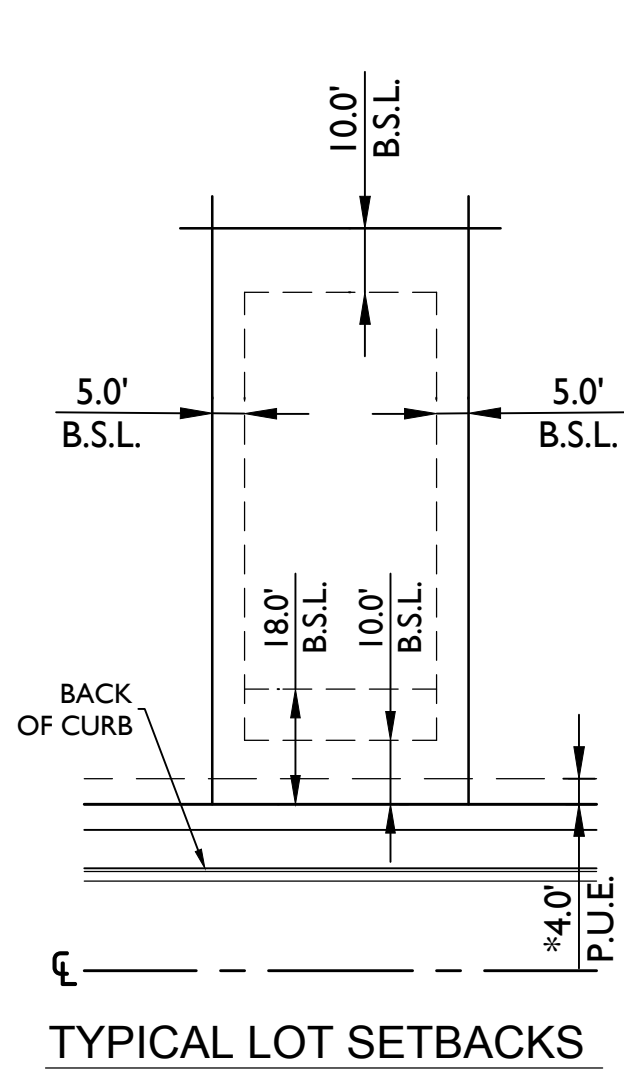
(REFER TO WOOD PATEL INFRASTRUCTURE PLANS)



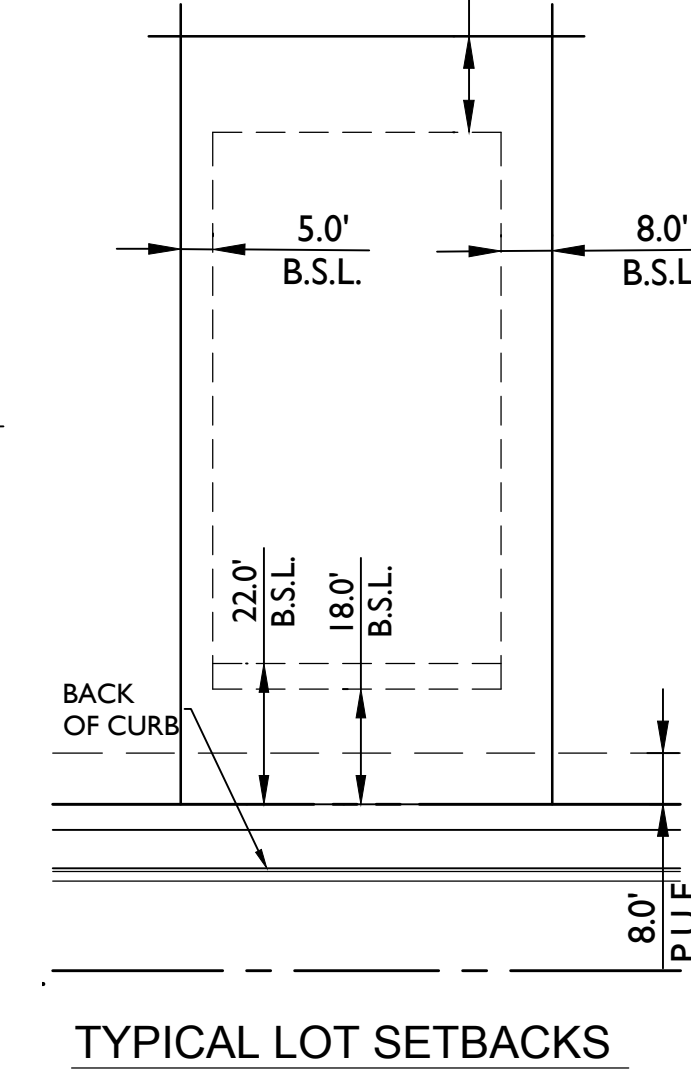
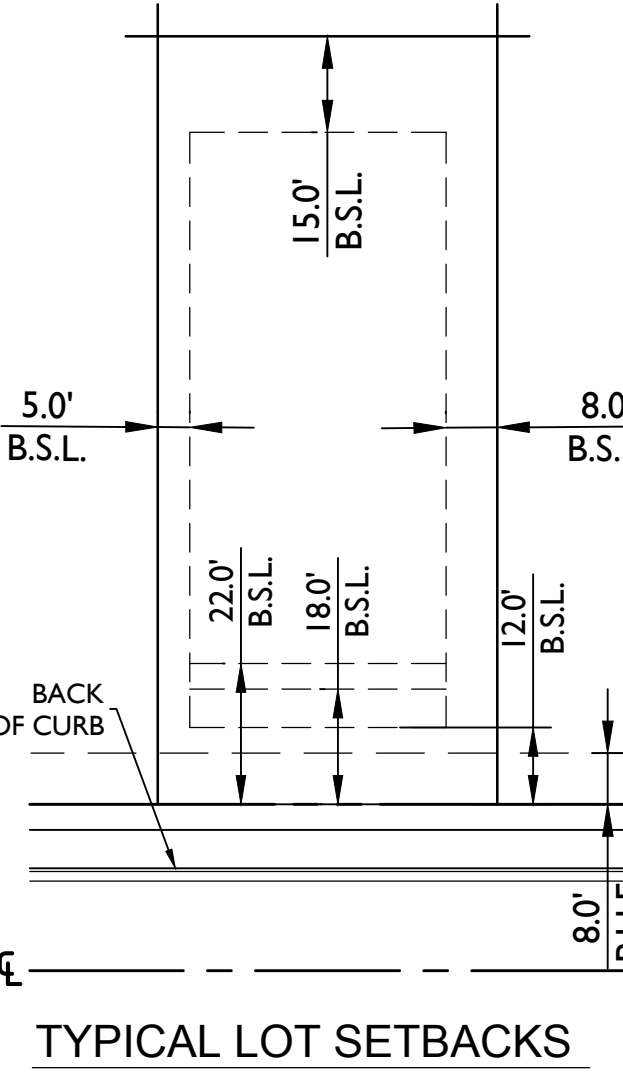
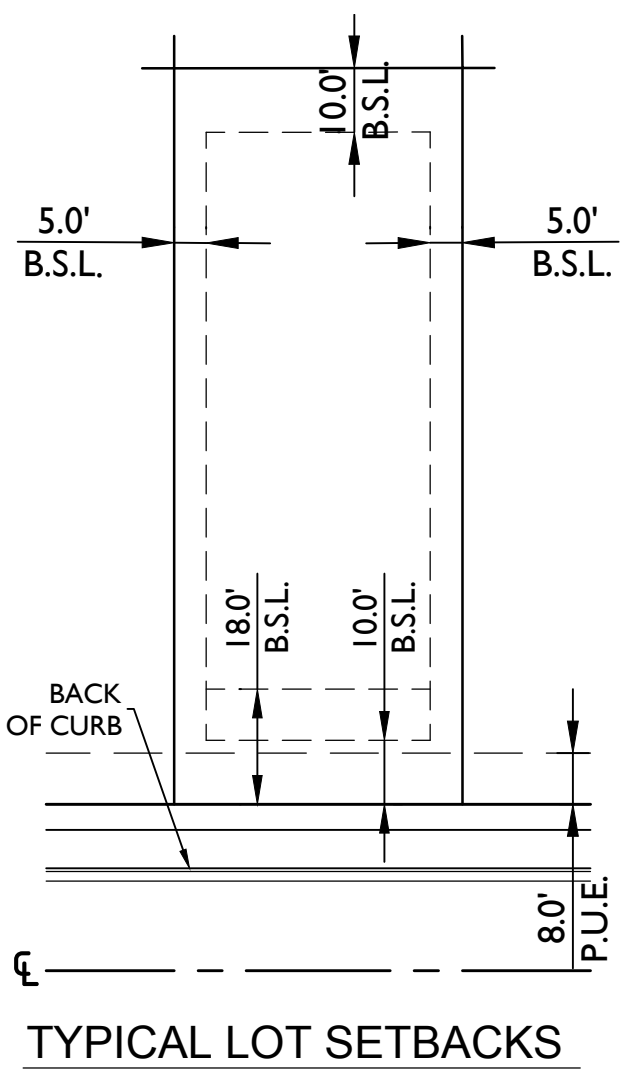
(REFER TO WOOD PATEL INFRASTRUCTURE PLANS)



(REFER TO WOOD PATEL INFRASTRUCTURE PLANS)



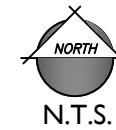
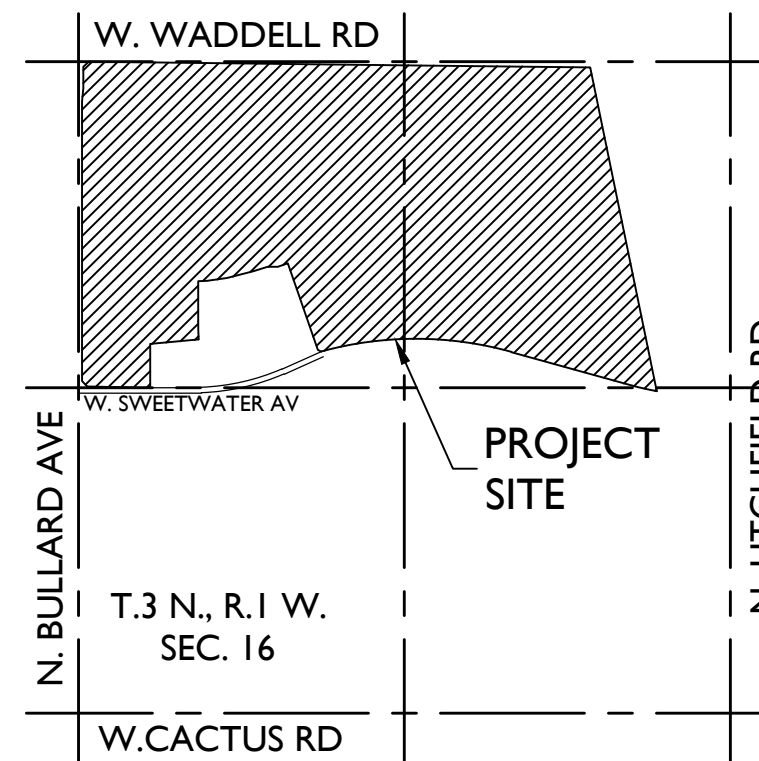
* P.U.E. CAN BE REDUCED TO 4' WITHIN PARCEL 8 AND 9 (LOT WIDTH 40') PER CITY APPROVAL



DEVELOPMENT STANDARDS PER PADA02-104			
STANDARD	SINGLE FAMILY RESIDENTIAL DISTRICT		
Lot Category	C	B	SFD - SFA (3)
Minimum Lot Size	6,380	5,830	3,500
Minimum Lot Width	58'	53'	
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Front (garage) (2)	18' / 22'	18' / 22'	<7' / 18'
Side (Interior)	5' / 8' - 13'	5' / 8' - 13'	5' / 5' - 10'
Side (Corner Livable)	13'	13'	10'
Side (Corner Garage) (2)	5'	5'	5'
Rear (Livable)	15'	15'	10'
Rear (garage) (2)	3'	3'	3'

- Notes:**
- Setbacks from garage face measured from back of walk, R.O.W., or lot line in alley loaded conditions (rear garage)
 - Setbacks identified for SFD/SFA and HDR are building setbacks, measured from rights-of-ways or parcel lines

VICINITY MAP



PROJECT TEAM

OWNER / DEVELOPER:
MERITAGE HOMES
8800 E. RAINTREE DR., STE. 300
SCOTTSDALE, AZ 85260
TEL: (480)-515-8251
CONTACT: JASON JARVIS

ENGINEER, PLANNER, &
LANDSCAPE ARCHITECT:
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOHN MCGHEE, P.E.

PROJECT DATA

A.P.N.
CURRENT LAND USE:
EXISTING GENERAL PLAN 2035:
EXISTING ZONING:

501-39-990, 501-39-009A, 501-39-008E
VACANT LAND
SUBURBAN NEIGHBORHOOD
PAD

GROSS AREA:

+/- 235.18 ACRES
(INCLUDES EXISTING R/W OF ADJACENT
ARTERIALS & COLLECTOR ROADS)
+/- 224.18 ACRES
(EXCLUDES EXISTING R/W OF ADJACENT
ARTERIALS & COLLECTOR ROADS)

NET AREA:

NO. OF LOTS:
40' x 90' (SFD-SFA) 212
45' x 115' (SFD-SFA) 173
53' x 120' (B) 261
58' x 120' (C) 130
TOTAL 776

GROSS DENSITY:

+/- 3.30 DU/AC

NET DENSITY:

+/- 3.46 DU/AC

TRACT AREA:

+/- 71.87 AC (INCLUDES FUTURE HDR

OPEN SPACE:

+/- 44.30 AC (EXCLUDES FUTURE HDR
PARCEL & WELL SITE)

GENERAL NOTES

- THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
- LOT DIMENSIONS ARE APPROXIMATE, FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
- ALL PUBLIC STREETS WILL BE CONSTRUCTED TO CITY OF SURPRISE MINIMUM STANDARDS AS MODIFIED HEREIN.
- THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
- THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.
- THIS PRELIMINARY PLAT IS IN ACCORDANCE WITH THE CITY OF SURPRISE CASE NUMBERS PADA02-104 AND FS17-699.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF NORTH 89 DEGREES 11 MINUTES 53 SECONDS WEST AS SHOWN ON THE MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, RECORDED IN BOOK 839, PAGE 39, M.C.R.

BENCHMARK

CITY OF SURPRISE BENCHMARK 31-10:

CITY OF SURPRISE BRASS CAP IN HAND HOLE AT THE INTERSECTION OF WADDELL ROAD AND BULLARD AVENUE STAMPED "BM 31-10"
NAVD88 ELEVATION: 1181.93'

UTILITIES

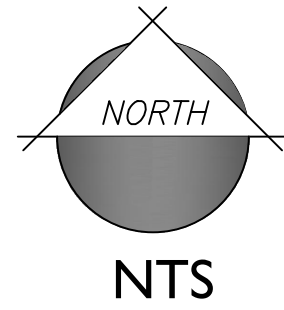
WATER
SEWER
GAS
ELECTRIC
TELEPHONE
CABLE TV
FIRE
POLICE

CITY OF SURPRISE
CITY OF SURPRISE
SOUTHWEST GAS
ARIZONA PUBLIC SERVICE
CENTURYLINK / COX
CENTURYLINK / COX
CITY OF SURPRISE
CITY OF SURPRISE

SHEET INDEX

SHEET 1	CS01	COVER SHEET
SHEET 2	PP01	PARCEL MAP & DATA
SHEET 3	PP02	PRELIMINARY PLAT SUB.
SHEET 4	PP03	PRELIMINARY PLAT
SHEET 5	PP04	PRELIMINARY PLAT
SHEET 6	PP05	PRELIMINARY PLAT
SHEET 7	PP06	PRELIMINARY PLAT
SHEET 8	PP07	PRELIMINARY PLAT
SHEET 9	PP08	LOT TABLE
SHEET 10	PP09	DATA TABLES (TRACT/LINE/CURVE)

PARCEL	GROSS ACRES	LOT SIZE	NO. LOTS	GROSS DENSITY	LOT AREA (SF)	LOT AREA (AC)	OPEN SPACE	ROADWAY AREA
MODELS	1.59	VARIES	6	3.77	32998.86	0.76	0.5	0.34
1A	16.58	58' x 120'	62	3.74	386617.84	8.88	2.2	3.58
1B	18.79	58' x 120'	68	3.62	535728.38	12.30	3.48	4.87
3	17.66	53' x 120'	70	3.96	463462.1	10.64	2.94	4.09
4	19.5	53' x 120'	81	4.15	556339.63	12.77	2	5.23
5	18.23	40' x 90'	128	7.02	463056.55	10.63	2.9	4.7
6	28.12	53' x 120'	108	3.84	764796.17	17.56	4.22	6.29
7	17.59	45' x 115'	66	3.75	365843.16	8.40	3.92	5.24
8	22.96	45' x 115'	105	4.57	583305.94	13.39	3.41	6.12
9	14	40' x 90'	82	5.86	341378.75	7.84	2.16	4.1
PARK A	3.48	N/A	N/A	N/A	N/A	N/A	2.47	1
PARK B	16.88	N/A	N/A	N/A	N/A	N/A	14.21	2.67
TOTAL	195.38		776	3.97	4493527.38	103.16	44.41	-
PARCEL 2	28.82	-	-	-	-	-	26.91	1.49
TOTAL	224.2	-	-	-	-	-	71.32	49.72



EPS GROUP

2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

Marley Park Phase 4 - 5
SURPRISE, AZ

Revisions:

AUGUST 24, 2017 - 1ST PRELIMINARY PLAT SUB.

NOVEMBER 16, 2017 - 2ND PRELIMINARY PLAT SUB.

DECEMBER 14, 2017 - 3RD PRELIMINARY PLAT SUB.

Call it first two full working days
before you begin excavation.

ARIZONA

Equal to or better than 900-874-6655 (Toll Free 800-874-6655)
In Maricopa County (602)263-1100

Designer:

JH

Drawn by:

DCH

Registered Professional Engineer (C.O.C.)
60183
JOHN C. MCQUEE
State of Arizona
Exp. 12-31-2021

EXPIRES 06-23-2018

Job No.

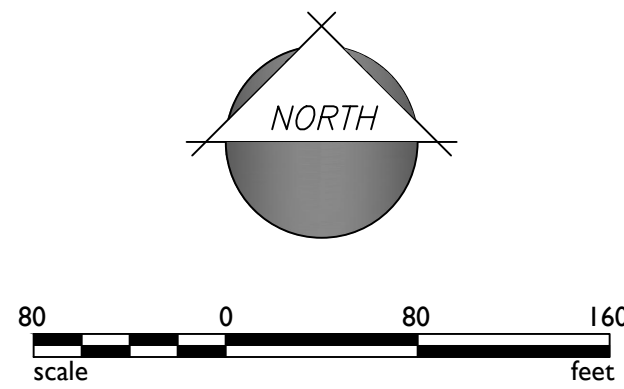
17-234

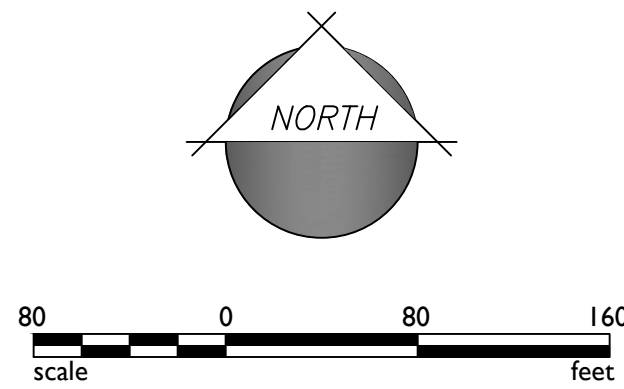
PP01

Sheet No.

2
of 10

FS17-699

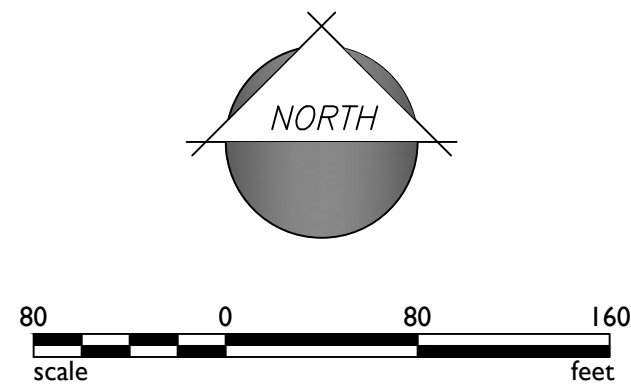




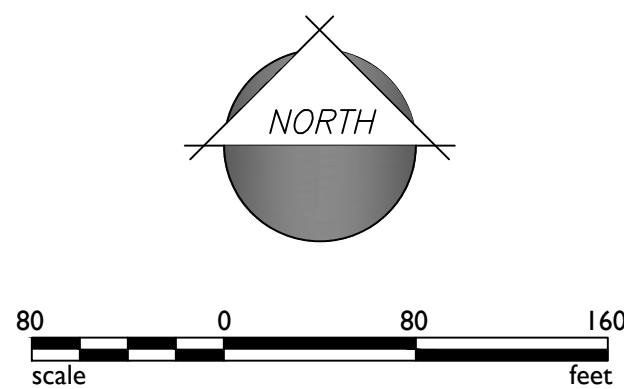
The map shows a residential development divided into five sheets. The sheets are labeled as follows:

- SHEET PP02**: Located in the top left corner, showing a large building footprint and a parking lot.
- SHEET PP04**: Located in the top right corner, showing a large building footprint and a parking lot.
- SHEET PP05**: Located in the bottom left corner, showing a large building footprint and a parking lot.
- SHEET PP06**: Located in the center, showing a large building footprint and a parking lot.
- SHEET PP07**: Located in the bottom right corner, showing a large building footprint and a parking lot.

The map also shows a network of roads and parking areas. A dashed line indicates the boundary of the development.



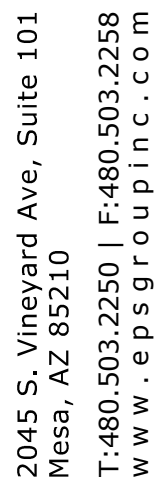
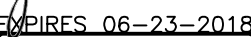
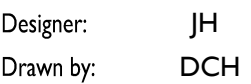
thughes Dec 14, 2017 11:37am Q:\Projects\2017\17-234\Planning\preliminary plat\2nd submittal\Drawings\Plans\17-234 - PP05.dwg



The diagram is a site plan of a residential development, divided into seven sheets. The sheets are labeled as follows:

- SHEET PP01**: A large, shaded gray area on the left side of the plan.
- SHEET PP02**: A rectangular area in the top left, containing a building footprint.
- SHEET PP03**: A rectangular area in the top center, containing a building footprint.
- SHEET PP04**: A rectangular area in the top right, containing a building footprint.
- SHEET PP06**: A rectangular area in the bottom center, containing a building footprint.
- SHEET PP07**: A rectangular area in the bottom right, containing a building footprint.

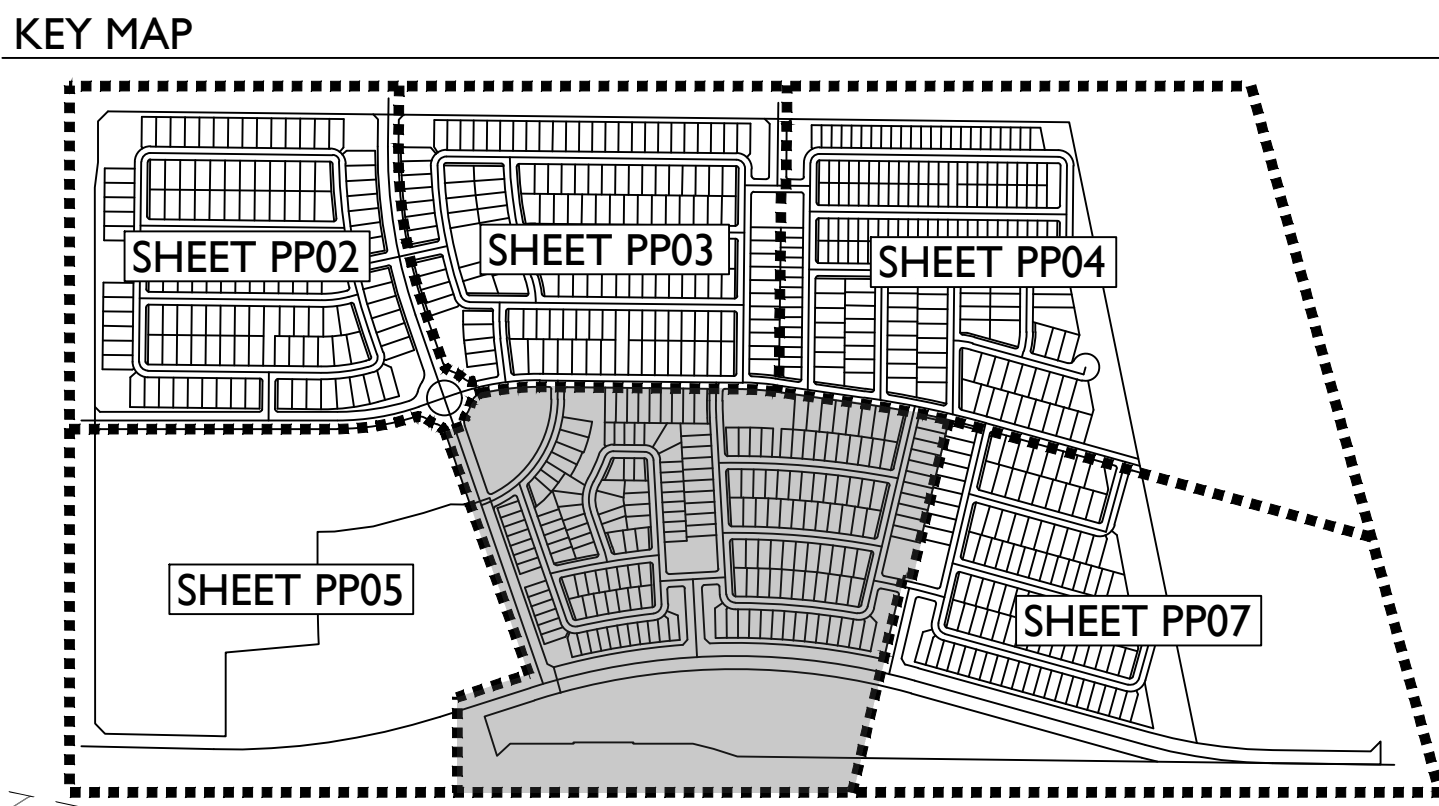
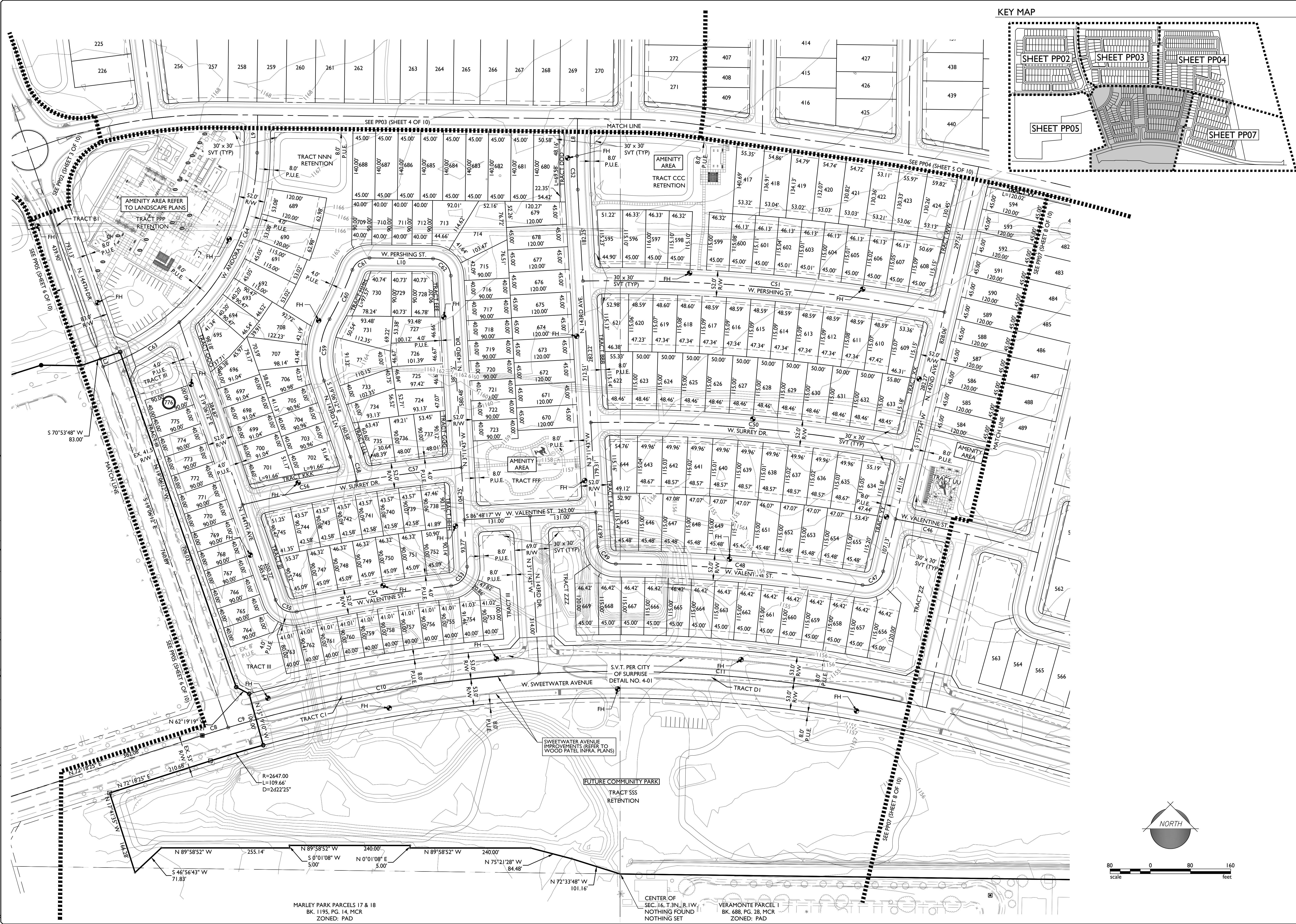
The sheets are separated by dashed lines. The entire plan is enclosed within a thick, dashed border. The area on the left is shaded gray, while the other sheets are white with black outlines for buildings and roads.

[illegible]

PP05

FS17-699

17-234



EPS GROUP

2045 S. Vineyard Ave, Suite 101
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T:480.503.2250 F:480.503.2258
www.epsgroupinc.com

Project:

Marley Park Phase 4 - 5
SURPRISE, AZ

Revisions:

AUGUST 24, 2017 - 1ST PRELIMINARY PLAT SUB.

NOVEMBER 16, 2017 - 2ND PRELIMINARY PLAT SUB.

DECEMBER 14, 2017 - 3RD PRELIMINARY PLAT SUB.

Design:

JH

Drawn by:

DCH

Professional Engineer

CERTIFICATE NO. 60163
JOHN C. MCNEE
State of Arizona
Exp. 12-31-2021

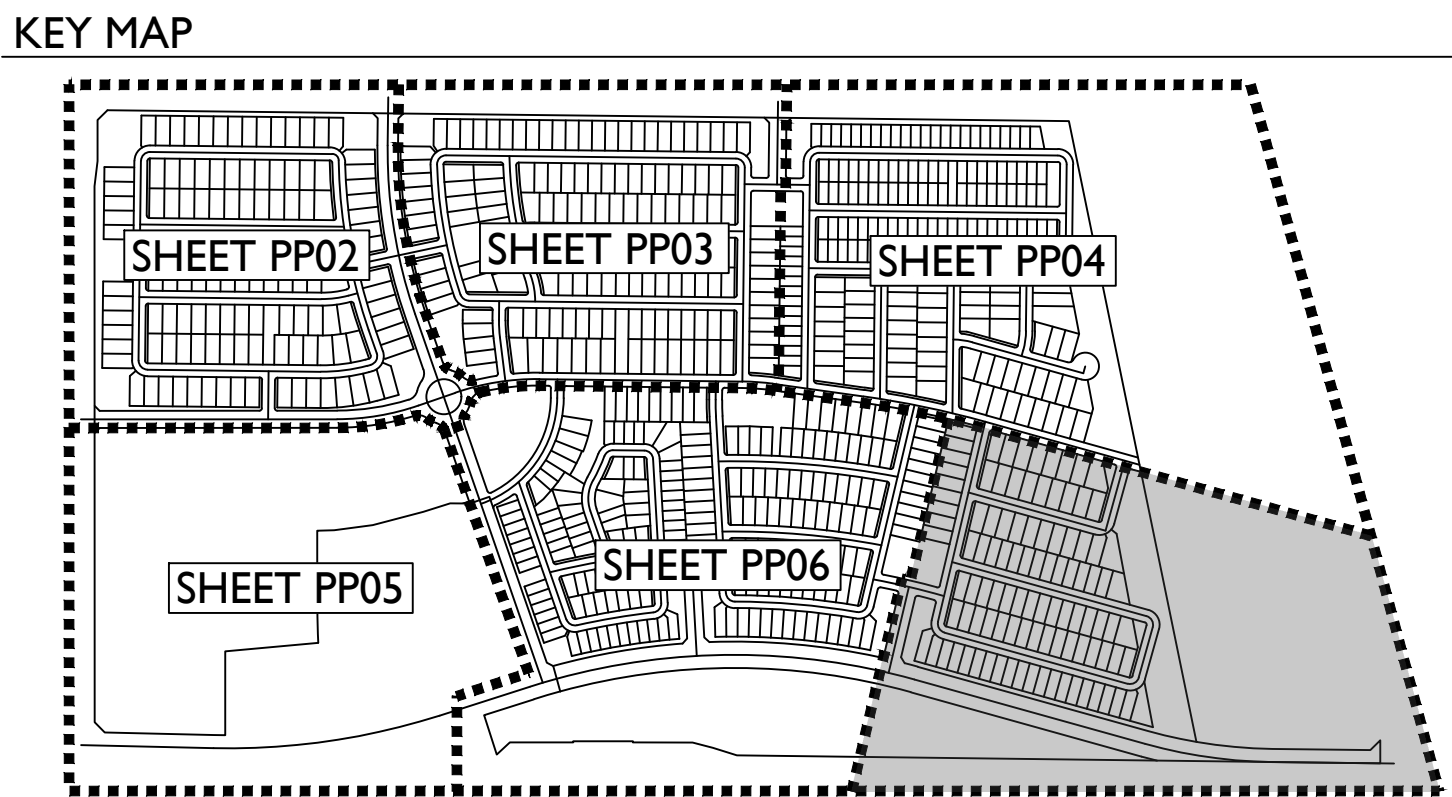
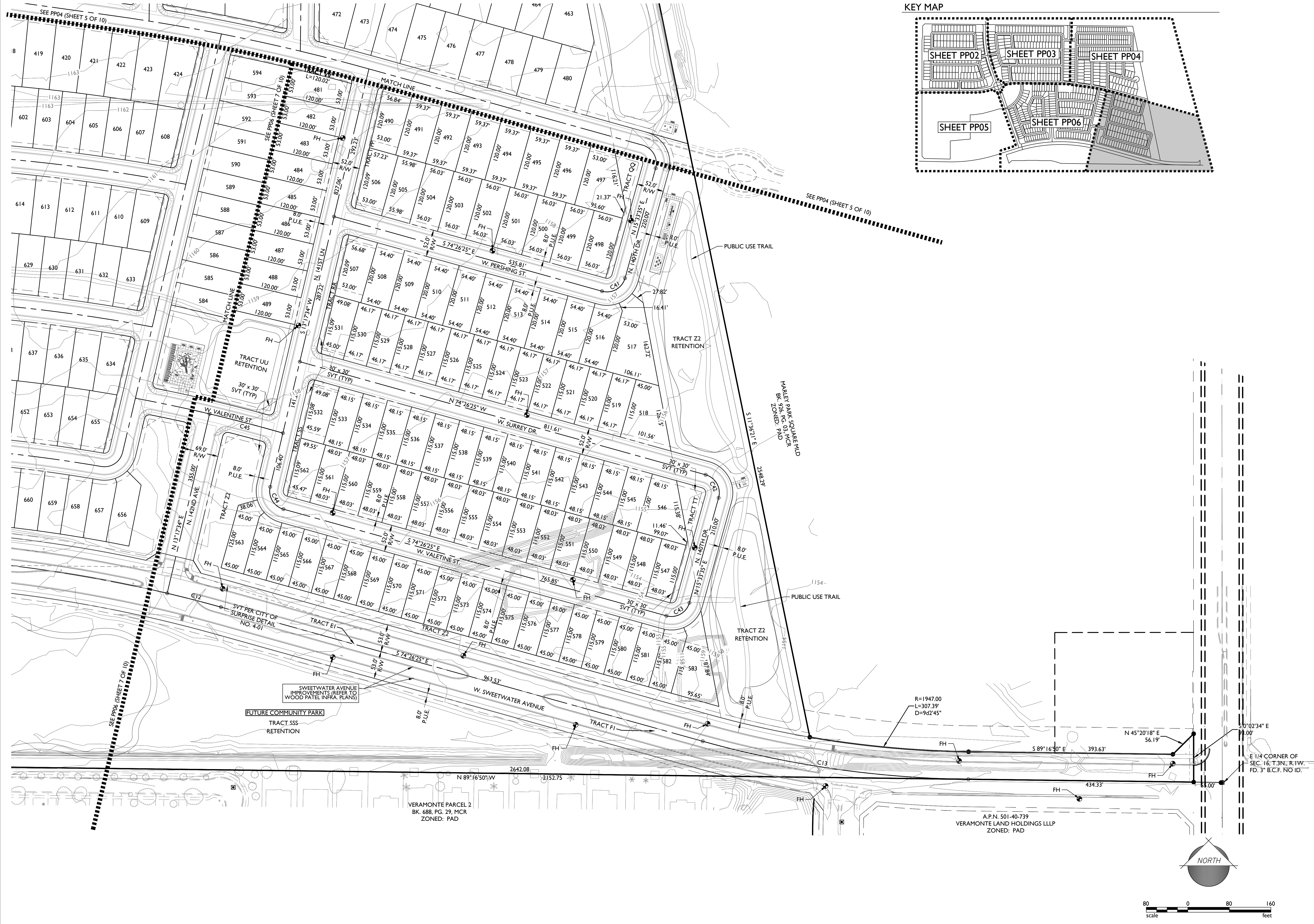
Job No.

17-234

Sheet No.

7
of 10

FS17-699



2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Project: Marley Park Phase 4 - 5
SURPRISE, AZ

Preliminary Plat

Revisions:
AUGUST 24, 2017 - 1ST PRELIMINARY PLAT SUB.
NOVEMBER 16, 2017 - 2ND PRELIMINARY PLAT SUB.
DECEMBER 14, 2017 - 3RD PRELIMINARY PLAT SUB.

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

ARIZONA

Small Print: I am not a Licensed Professional Engineer (L.P.E.) in Maricopa County. (002283-1100)

Designer: JH
Drawn by: DCH

Professional Engineer (P.E.)
60163
JOHN C. MCGHEE
DESIGNED BY: JH
Job No.
17-234
PP07
Sheet No.
8
of 10

Lot Table		
Lot #	Area	Lot Width @ Setback
751	4104.07	45.09'
752	4283.30	45.09'
753	4724.61	41.02'
754	3944.00	41.03'
755	3651.72	41.01'
756	3645.31	41.01'
757	3645.31	41.01'
758	3645.31	41.01'
759	3645.31	41.01'
760	3645.31	41.01'
761	3645.31	41.01'
762	3646.26	41.01'
763	3763.08	41.01'
764	3948.39	40.00'
765	3618.70	40.00'

Lot Table		
Lot #	Area	Lot Width @ Setback
766	3600.00	40.00'
767	3600.00	40.00'
768	3600.00	40.00'
769	3600.00	40.00'
770	3600.00	40.00'
771	3600.00	40.00'
772	3600.00	40.00'
773	3600.00	40.00'
774	3600.00	40.00'
775	3600.00	40.00'
776	3600.00	40.00'
4,493,527.38 TOTAL SQ. FT.		

Lot Table		
Lot #	Area	Lot Width @ Setback
1	7111.79	60.61'
2	7111.79	60.61'
3	7111.79	60.61'
4	7111.79	60.61'
5	7111.79	60.61'
6	7111.93	60.61'
7	7344.49	60.39'
8	7178.03	58.00'
9	6960.00	58.00'
10	6960.00	58.00'
11	6960.00	58.00'
12	6960.00	58.00'
13	7134.00	58.00'
14	7134.00	58.00'
15	7134.00	58.00'
16	7134.00	58.00'
17	6960.00	58.00'
18	6960.00	58.00'
19	6960.00	58.00'
20	6960.00	58.00'
21	7064.90	58.00'
22	7235.60	60.30'
23	7235.60	60.30'
24	7235.60	60.30'
25	7235.60	60.30'
26	7235.60	60.30'
27	7235.60	60.30'
28	7235.60	60.30'
29	7235.60	60.30'
30	7235.60	60.30'
31	7235.60	60.30'
32	7235.60	60.30'
33	7531.89	60.29'
34	8718.58	79.77'
35	7235.60	60.30'
36	7235.60	60.30'
37	7235.60	60.30'
38	7235.60	60.30'
39	7235.60	60.30'
40	7235.60	60.30'
41	7235.60	60.30'
42	7235.60	60.30'
43	7235.60	60.30'
44	7235.60	60.30'
45	7235.60	60.30'
46	7029.87	58.00'
47	6960.00	58.00'
48	6960.00	58.00'
49	6960.00	58.00'
50	6960.00	58.00'

Lot Table		
Lot #	Area	Lot Width @ Setback
51	6960.00	58.00'
52	6960.00	58.00'
53	6960.00	58.00'
54	6960.00	58.00'
55	6960.00	58.00'
56	6960.00	58.00'
57	6960.00	58.00'
58	6960.00	58.00'
59	6960.00	58.00'
60	6960.00	58.00'
61	6960.00	58.00'
62	6960.00	58.00'
63	6960.00	58.00'
64	6960.00	58.00'
65	6960.00	58.00'
66	6960.00	58.00'
67	6960.00	58.00'
68	6960.00	58.00'
69	6960.00	58.00'
70	6960.00	58.00'
71	6960.00	58.00'
72	6960.00	58.00'
73	6960.00	58.00'
74	6960.00	58.00'
75	6960.00	58.00'
76	6960.00	58.00'
77	6960.00	58.00'
78	6960.00	58.00'
79	6960.00	58.00'
80	6960.00	58.00'
81	6960.00	58.00'
82	6960.00	58.00'
83	6960.00	58.00'
84	6960.00	58.00'
85	6960.00	58.00'
86	6960.00	58.00'
87	6960.00	58.00'
88	6960.00	58.00'
89	6960.00	58.00'
90	6960.00	58.00'
91	6960.00	58.00'
92	7041.80	58.00'
93	7702.82	58.13'
94	7860.96	58.14'
95	7855.55	72.90'
96	7549.12	67.61'
97	7406.93	65.54'
98	6960.00	58.00'
99	6960.00	58.00'
100	6960.00	58.00'

Lot Table		
Lot #	Area	Lot Width @ Setback
101	6960.00	58.00'
102	6960.00	58.00'
103	6960.00	58.00'
104	6960.00	58.00'
105	6960.00	58.00'
106	6960.00	58.00'
107	6960.00	58.00'
108	6960.00	58.00'
109	7569.74	58.00'
110	6971.86	58.00'
111	6960.00	58.00'
112	6960.00	58.00'
113	6960.00	58.00'
114	6960.00	58.00'
115	6960.00	58.00'
116	6960.00	58.00'
117	6960.00	58.00'
118	6960.00	58.00'
119	6960.00	58.00'
120	7069.72	58.00'
121	7419.60	58.05'
122	7419.60	58.05'
123	7419.60	58.05'
124	7252.51	58.05'
125	7132.93	58.00'
126	6960.00	58.00'
127	7040.27	58.38'
128	7111.79	60.59'
129	7111.79	60.61'
130	7111.79	60.61'
131	6526.09	53.01'
132	6526.09	53.01'
133	6526.09	53.01'
134	6526.09	53.01'
135	6526.09	53.01'
136	6582.72	53.01'
137	7037.70	53.01'
138	6471.53	53.00'
139	6360.00	53.00'
140	6360.00	53.00'
141	6360.00	53.00'
142	6360.00	53.00'
143	6519.00	53.00'
144	6519.00	53.00'
145	6519.00	53.00'
146	6519.00	53.00'
147	6519.00	53.00'
148	6360.00	53.00'
149	6360.00	53.00'
150	6360.00	53.00'

Lot Table		
Lot #	Area	Lot Width @ Setback
151	6360.00	53.00'
152	6519.00	53.00'
153	6519.00	53.00'
154	6519.00	53.00'
155	6519.00	53.00'
156	6519.00	53.00'
157	6360.00	53.00'
158	6360.00	53.00'
159	6360.00	53.00'
160	6360.07	53.00'
161	6684.04	53.00'
162	6476.86	53.97'
163	6476.86	53.97'
164	6476.86	53.97'
165	6476.86	53.97'
166	6476.86	53.97'
167	6476.86	53.97'
168	6476.86	53.97'
169	6476.86	53.97'
170	6476.86	53.97'
171	6476.86	53.97'
172	6476.86	53.97'
173	6476.86	53.97'
174	6476.86	53.97'
175	6476.86	53.97'
176	6476.86	53.97'
177	7180.60	64.05'
178	6562.05	53.01'
179	6562.05	53.01'
180	6562.05	53.01'
181	6826.06	53.02'
182	8010.15	70.63'
183	7045.77	60.39'
184	7045.77	60.39'
185	7045.77	60.39'
186	8081.54	58.70'
187	6747.92	56.23'
188	6747.92	56.23'
189	6747.92	56.23'
190	6747.92	56.23'
191	6747.92	56.23'
192	6747.92	56.23'
193	6747.92	56.23'
194	6747.92	56.23'
195	6747.92	56.23'
196	6747.92	56.23'
197	6747.92	56.23'
198	6747.92	56.23'
199	6747.92	56.23'
200	6747.92	56.23'

Lot Table		
Lot #	Area	Lot Width @ Setback
201	6360.00	53.00'
202	6360.00	53.00'
203	6360.00	53.00'
204	6360.00	53.00'
205	6360.00	53.00'
206	6360.00	53.00'
207	6360.00	53.00'
208	6360.00	53.00'
209	6386.20	53.22'
210	6386.20	53.22'
211	6386.20	53.22'
212	6386.20	53.22'
213	6386.20	53.22'
214	8602.70	85.08'
215	7705.67	59.44'
216	11123.63	107.72'
217	8204.56	53.00'
218	6543.72	56.01'
219	6526.09	55.68'
220	6526.09	55.68'
221	6526.09	55.68'
222	6635.17	54.50'
223	6480.07	53.00'
224	6930.24	53.00'
225	6460.59	53.00'
226	6360.00	53.00'
227	8388.49	57.76'
228	6932.40	57.77'
229	6932.40	57.77'
230	6932.40	57.77'
231	6932.40	57.77'
232	6360.00	53.00'
233	6360.00	53.00'
234	6360.00	53.00'
235	6360.00	53.00'
236	6360.00	53.00'
237	6360.00	53.00'
238	6360.00	53.00'
239	6360.00	53.00'
240	6360.00	53.00'
241	6360.00	53.00'
242	6360.00	53.00'
243	6360.00	53.00'
244	6360.00	53.00'
245	6360.00	53.00'
246	6360.00	53.00'
247	6360.00	53.00'
248	6360.00	53.00'
249	6360.00	53.00'
250	6360.00	53.00'

Lot Table		
Lot #	Area	Lot Width @ Setback
251	6360.00	53.00'
252	6360.00	53.00'
253	6360.00	53.00'
254	6360.00	53.00'
255	7231.38	61.21'
256	9553.08	61.04'
257	8491.55	58.03'
258	8120.00	58.00'
259	8120.00	58.00'
260	8120.00	58.00'
261	8120.00	58.00'
262	8120.00	58.00'
263	7420.00	53.00'
264	7420.00	53.00'
265	7420.00	53.00'
266	7420.00	53.00'
267	7420.00	53.00'
268	7420.00	53.00'
269	7420.00	53.00'
270	7420.00	53.00'
271	7669.91	60.38'
272	6360.00	53.00'
273	6360.00	53.00'
274	6360.00	53.00'
275	6360.00	53.00'
276	6360.00	53.00'
277	6360.00	53.00'
278	6360.00	53.00'
279	6360.00	53.00'
280	6360.00	53.00'
281	6360.00	53.00'
282	3676.72	40.00'
283	3600.00	40.00'
284	3600.00	40.00'
285	3600.00	40.00'
286	3600.00	40.00'
287	3600.00	40.00'
288	3600.00	40.00'
289	3600.00	40.00'
290	3722.02	40.00'
291	3721.90	40.00'
292	3721.78	40.00'
293	3721.65	40.00'
294	3721.53	40.00'
295	3721.40	40.00'
296	3721.28	40.00'
297	3600.00	40.00'
298	3600.00	40.00'
299	3600.00	40.00'
300	3600.00	40.00'

Lot Table		
Lot #	Area	Lot Width @ Setback
301	3600.00	40.00'
302	3600.00	40.00'
303	3600.00	40.00'
304	4408.26	57.95'
305	3600.00	40.00'
306	3600.00	40.00'
307	3600.00	40.00'
308	3600.00	40.00'
309	3600.00	40.00'
310	3600.00	

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	FUTURE WELL SITE	28171	0.647
B	LANDSCAPE / OPEN SPACE	2357	0.054
C	LANDSCAPE / OPEN SPACE	2357	0.054
D	LANDSCAPE / OPEN SPACE	2357	0.054
E	LANDSCAPE / OPEN SPACE / RETENTION	84790	1.947
F	LANDSCAPE / OPEN SPACE	13166	0.302
G	LANDSCAPE / OPEN SPACE / RETENTION	43239	0.993
H	LANDSCAPE / OPEN SPACE	2358	0.054
I	LANDSCAPE / OPEN SPACE / AMENITY	20614	0.473
J	LANDSCAPE / OPEN SPACE	2360	0.054
K	LANDSCAPE / OPEN SPACE / RETENTION	41157	0.945
L	LANDSCAPE / OPEN SPACE / RETENTION	65202	1.497
M	LANDSCAPE / OPEN SPACE	2359	0.054
N	LANDSCAPE / OPEN SPACE	2407	0.055
O	LANDSCAPE / OPEN SPACE / AMENITY / RETENTION	36600	0.840
P	LANDSCAPE / OPEN SPACE	2430	0.056
Q	LANDSCAPE / OPEN SPACE	2437	0.056
R	LANDSCAPE / OPEN SPACE / RETENTION	42481	0.975
S	LANDSCAPE / OPEN SPACE	2633	0.060
T	LANDSCAPE / OPEN SPACE	13780	0.316

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
U	LANDSCAPE / OPEN SPACE	12720	0.292
V	LANDSCAPE / OPEN SPACE	2557	0.059
W	LANDSCAPE / OPEN SPACE	2357	0.054
X	LANDSCAPE / OPEN SPACE	2357	0.054
Y	LANDSCAPE / OPEN SPACE / AMENITY / RETENTION	29758	0.683
Z	LANDSCAPE / OPEN SPACE / AMENITY / PUBLIC USE TRAIL / RETENTION	188621	4.330
Z1	FUTURE RIGHT-OF-WAY	2651	0.061
Z2	LANDSCAPE / OPEN SPACE / AMENITY / PUBLIC USE TRAIL / RETENTION	176267	4.047
AA	LANDSCAPE / OPEN SPACE	1757	0.040
BB	LANDSCAPE / OPEN SPACE	6524	0.150
CC	LANDSCAPE / OPEN SPACE	9633	0.221
DD	LANDSCAPE / OPEN SPACE	1757	0.040
EE	LANDSCAPE / OPEN SPACE	7200	0.165
FF	LANDSCAPE / OPEN SPACE	1757	0.040
GG	LANDSCAPE / OPEN SPACE	2357	0.054
HH	LANDSCAPE / OPEN SPACE	2357	0.054
II	LANDSCAPE / OPEN SPACE	2357	0.054
JJ	LANDSCAPE / OPEN SPACE	1226	0.028
KK	LANDSCAPE / OPEN SPACE	2361	0.054
LL	LANDSCAPE / OPEN SPACE	2446	0.056
MM	LANDSCAPE / OPEN SPACE	2392	0.055
NN	LANDSCAPE / OPEN SPACE	2375	0.055

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
OO	LANDSCAPE / OPEN SPACE	2064	0.047
PP	LANDSCAPE / OPEN SPACE	2359	0.054
QQ	LANDSCAPE / OPEN SPACE	4749	0.109
RR	LANDSCAPE / OPEN SPACE	2309	0.053
SS	LANDSCAPE / OPEN SPACE	2259	0.052
TT	LANDSCAPE / OPEN SPACE	4893	0.112
UU	LANDSCAPE / OPEN SPACE / AMENITY / RETENTION	40991	0.941
VV	LANDSCAPE / OPEN SPACE	2360	0.054
WW	LANDSCAPE / OPEN SPACE	2413	0.055
XX	LANDSCAPE / OPEN SPACE	2260	0.052
YY	LANDSCAPE / OPEN SPACE	2261	0.052
ZZ	LANDSCAPE / OPEN SPACE	45066	1.035
AAA	LANDSCAPE / OPEN SPACE	2260	0.052
BBB	LANDSCAPE / OPEN SPACE	2260	0.052
CCC	LANDSCAPE / OPEN SPACE / AMENITY / RETENTION	48257	1.108
DDD	LANDSCAPE / OPEN SPACE	1380	0.032
EEE	LANDSCAPE / OPEN SPACE	884	0.020
FFF	LANDSCAPE / OPEN SPACE / AMENITY	29088	0.668
GGG	LANDSCAPE / OPEN SPACE	882	0.020
HHH	LANDSCAPE / OPEN SPACE	1760	0.040

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
III	LANDSCAPE / OPEN SPACE / RETENTION	46862	1.076
JJJ	LANDSCAPE / OPEN SPACE	1767	0.041
KKK	LANDSCAPE / OPEN SPACE	1787	0.041
LLL	LANDSCAPE / OPEN SPACE	895	0.021
MMM	LANDSCAPE / OPEN SPACE	968	0.022
NNN	LANDSCAPE / OPEN SPACE / RETENTION	37814	0.868
OOO	LANDSCAPE / OPEN SPACE	970	0.022
PPP	LANDSCAPE / OPEN SPACE / AMENITY / RETENTION / PARKING	104365	2.396
QQQ	LANDSCAPE / OPEN SPACE	15615	0.358
RRR	LANDSCAPE / OPEN SPACE	14327	0.329
SSS	FUTURE COMMUNITY PARK / RETENTION	596393	13.691
TTT	LANDSCAPE / OPEN SPACE / MEDIAN	4400	0.101
UUU	LANDSCAPE / OPEN SPACE / MEDIAN	5465	0.125
VVV	LANDSCAPE / OPEN SPACE / MEDIAN	239	0.005
WWW	LANDSCAPE / OPEN SPACE / MEDIAN	134	0.003
XXX	LANDSCAPE / OPEN SPACE / MEDIAN	181	0.004
YYY	LANDSCAPE / OPEN SPACE / MEDIAN	166	0.004
ZZZ	LANDSCAPE / OPEN SPACE / MEDIAN	126	0.003
AI	LANDSCAPE / OPEN SPACE / MEDIAN	239	0.005
BI	LANDSCAPE / OPEN SPACE / MEDIAN	3446	0.079
CI	LANDSCAPE / OPEN SPACE / MEDIAN	8706	0.200
DI	LANDSCAPE / OPEN SPACE / MEDIAN	12094	0.278
EI	LANDSCAPE / OPEN SPACE / MEDIAN	11678	0.268
FI	LANDSCAPE / OPEN SPACE / MEDIAN	11654	0.268
PARCEL 2	FUTURE HIGH-DENSITY RESIDENTIAL	1172104	26.908
TOTAL OPEN SPACE (EXCLUDING TRACT A & PARCEL 2)		1929917	44.301
TOTAL TRACT AREA		3130192	71.856

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.24'	N70°53'48"E
L2	66.57'	S81°31'27"E
L3	16.10'	S19°06'12"E
L4	14.13'	N74°54'49"E
L5	37.65'	N74°54'49"E
L6	24.75'	S15°33'35"W
L7	29.00'	S15°33'35"W
L8	74.16'	N00°39'11"E
L9	75.17'	S00°39'11"W
L10	126.35'	N89°20'49"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	333.11'	1000.00'	331.57'	019°05'09"
C2	207.97'	1000.00'	207.60'	011°54'58"
C3	136.84'	1000.00'	136.73'	007°50'25"
C4	127.72'	1000.00'	127.63'	007°19'03"
C5	141.53'	3775.00'	141.52'	002°08'53"
C6	155.60'	3775.00'	155.59'	002°21'42"
C7	136.33'	3775.00'	136.33'	002°04'09"
C8	53.76'	2700.00'	53.76'	001°08'27"
C9	58.11'	2700.00'	58.11'	001°14'00"
C10	571.32'	2700.00'	570.26'	012°07'26"
C11	776.99'	2700.00'	774.31'	016°29'17"
C12	106.83'	2700.00'	106.82'	002°16'01"
C13	518.03'	2000.00'	516.58'	014°50'26"
C14	244.33'	2000.00'	244.18'	006°59'59"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C15	445.29'	2000.00'	444.37'	012°45'24"
C16	56.55'	36.00'	50.91'	090°00'00"
C17	55.37'	36.00'	50.07'	088°07'08"
C18	258.41'	2197.50'	258.27'	006°44'16"
C19	158.71'	2197.50'	158.68'	004°08'17"
C20	114.40'	2197.50'	114.38'	002°58'58"
C21	154.07'	2197.50'	154.03'	004°01'01"
C22	59.07'	36.00'	52.66'	094°01'01"
C23	190.10'	692.00'	189.50'	015°44'22"
C24	109.88'	400.00'	109.54'	015°44'22"
C25	56.55'	36.00'	50.91'	090°00'00"
C26	58.04'	36.00'	51.96'	092°22'43"
C27	326.49'	1802.50'	326.05'	010°22'42"
C28	207.42'	1802.50'	207.31'	006°35'36"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C29	44.39'	36.00'	41.63'	070°39'00"
C30	68.42'	500.00'	68.37'	007°50'25"
C31	104.38'	300.00'	103.86'	019°56'10"
C32	190.15'	1510.50'	190.02'	007°12'46"
C33	302.41'	1510.50'	301.90'	011°28'15"
C34	67.47'	300.00'	67.33'	012°53'08"
C35	56.55'	36.00'	50.91'	090°00'00"
C36	56.55'	36.00'	50.91'	089°59'44"
C37	56.55'	36.00'	50.91'	090°00'16"
C38	56.55'	36.00'	50.91'	089°59'44"
C39	78.05'	300.00'	77.83'	014°54'24"
C40	78.05'	300.00'	77.83'	014°54'24"
C41	56.55'	36.00'	50.91'	090°00'00"
C42	56.55'	36.00'	50.91'	090°00'00"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C43	56.55'	36.00'	50.91'	090°00'00"
C44	55.12'	36.00'	49.89'	087°43'59"
C45	146.06'	3055.00'	146.04'	002°44'21"
C46	146.06'	3055.00'	146.04'	002°44'21"
C47	54.33'	36.00'	49.32'	086°27'46"
C48	493.63'	2914.00'	493.04'	009°42'21"
C49	54.51'	36.00'	49.45'	086°45'17"
C50	642.64'	3196.00'	641.55'	011°31'15"
C51	723.80'	3478.00'	722.50'	011°55'25"
C52	67.17'	1000.00'	67.15'	003°50'54"
C53	54.49'	36.00'	49.44'	086°43'37"
C54	311.75'	2889.00'	311.60'	006°10'58"
C55	52.49'	36.00'	47.97'	083°32'52"
C56	231.82'	3121.00'	231.76'	004°15'21"

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C57	210.56'	3121.00'	210.52'	003°51'56"
C58	50.40'	300.00'	50.34'	009°37'30"
C59	126.68'	150.00'	122.94'	048°23'11"
C60	108.46'	688.00'	108.35'	009°01'58"
C61	44.24'	36.00'	41.50'	070°24'10"
C62	54.13'	36.00'	49.17'	086°09'06"
C63	176.93'	456.00'	175.82'	022°13'50"
C64	382.12'	456.00'	371.04'	048°00'47"
C65	56.55'	36.00'	50.91'	090°00'00"

Project:

Marley Park Phase 4 - 5

Revisions:

AUGUST 24, 2017 - 1ST PRELIMINARY PLAT SUB.

NOVEMBER 16, 2017 - 2ND PRELIMINARY PLAT SUB.

DECEMBER 14, 2017 - 3RD PRELIMINARY PLAT SUB.

Design:

JH

Drawn by:

DCH

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

ARIZONA

60163 JOHN C. MCGHEE

DESIGNER: JH

60163 JOHN C. MCGHEE

DESIGNED: DCH

60163 JOHN C. MCGHEE

Job No.

17-234

PP09

Sheet No.

10 of 10

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EPS

GROUP

FS17-699

Marley Park Phase 4 & 5

Surprise, Arizona



Preliminary Landscape Design Package

Submittaed: October 23, 2017

Resubmitted: November 16, 2017 (Rev 1)

Resubmitted: December 14, 2017 (Rev 2)

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PLANNER:
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CONTACT: Josh Hannon

CIVIL ENGINEER:
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CONTACT: John McGhee, PE





PARKS & AMENITY

1 THE HOMESTEAD

- Community / Sales Center
- Ramada
- Outdoor Fireplace Plaza
- Communal Table
- Tot Lot
- Half Basketball Court
- Grove Plaza
- Pool
- Kid Zone
- Adult Zone
- Lap Pool
- Dive-in Movie
- Bocce Ball Court
- Horseshoes Court
- Open Turf Area

2 PLAYFUL ART PARK (PARCEL 1)

- Playful Art Play Structure
- Shaded Seating
- Gathering Area
- Shaded Seatwall Gathering Plaza
- Open Turf Area

3 MONARCH PARK (PARCEL 3)

- Passive Recreation Park
- Outdoor Lounge
- Overlook Platform
- Grove Plaza
- Formal Gardens
- Social Event Space

4 CLIMBING PARK (PARCEL 5)

- Climbing Tot Lot
- Turf Play Area
- Ramada Gathering
- Shaded Seating

5 MUSIC PARK (PARCEL 7)

- Interactive Musical Play
- Turf Play Area
- Shade Structure
- Seating Area
- Gathering Plaza

6 PRAIRIE LOUNGE (PARCEL 8)

- Outdoor Kitchen
- Outdoor Living
- Outdoor Fireplace
- Movie Lawn
- Community Garden
- Communal Table
- Corn Hole

7 NATURE GROVE PARK (PARCEL 9)

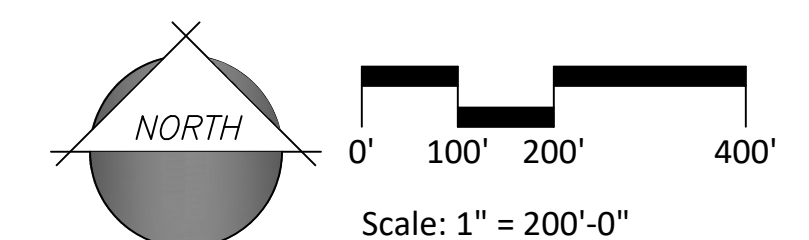
- Nature Play Feature
- Animal Play Feature
- Turf Play Area
- Shade Structure
- Seating Area

8 WARRIOR PARK (LINEAR PARK)

- Active Recreation Park
- Fitness Stations
- Ninja Equipment
- Multi-use Trails

9 MEADOW PARK (13 ACRE PARK)

- Active Recreation Park
- Multi-use Turf Fields
- Multi-use Paths



KEYNOTES

- 1

LAP POOL
- 2

POOL KID PLAY ZONE (SHADED)
- 3

POOL LOUNGE WITH BARSTOOLS (SHADED)
- 4

TURF
- 5

UMBRELLAS
- 6

FIRE PIT PLAZA
- 7

SEATING
- 8

COMMUNITY TABLE
- 9

HORSESHOES
- 10

BOCCE BALL
- 11

LANDSCAPE BENCH
- 12

GROVE PLAZA
- 13

OUTDOOR KITCHEN
- 14

TOT LOT
- 15

LOW SCREEN WALL
- 16

CORNHOLE
- 17

HALF BASKETBALL COURT
- 18

BBQ GRILLS
- 19

PARKING (27 STALLS)
- 20

MODEL TRAP FENCE
- 21

CLUBHOUSE / SALES OFFICE
- 22

OUTDOOR LOUNGE
- 23

POOL EQUIPMENT ENCLOSURE
- 24

PARK MONUMENT SIGN

KEYMAP



CHARACTER IMAGERY



CLUBHOUSE 21 22 23



COMMUNAL TABLE 8



OUTDOOR FIREPIT 6



GROVE PLAZA 12



BOCCE BALL 10



TOT LOT 14



HORSESHOES 9



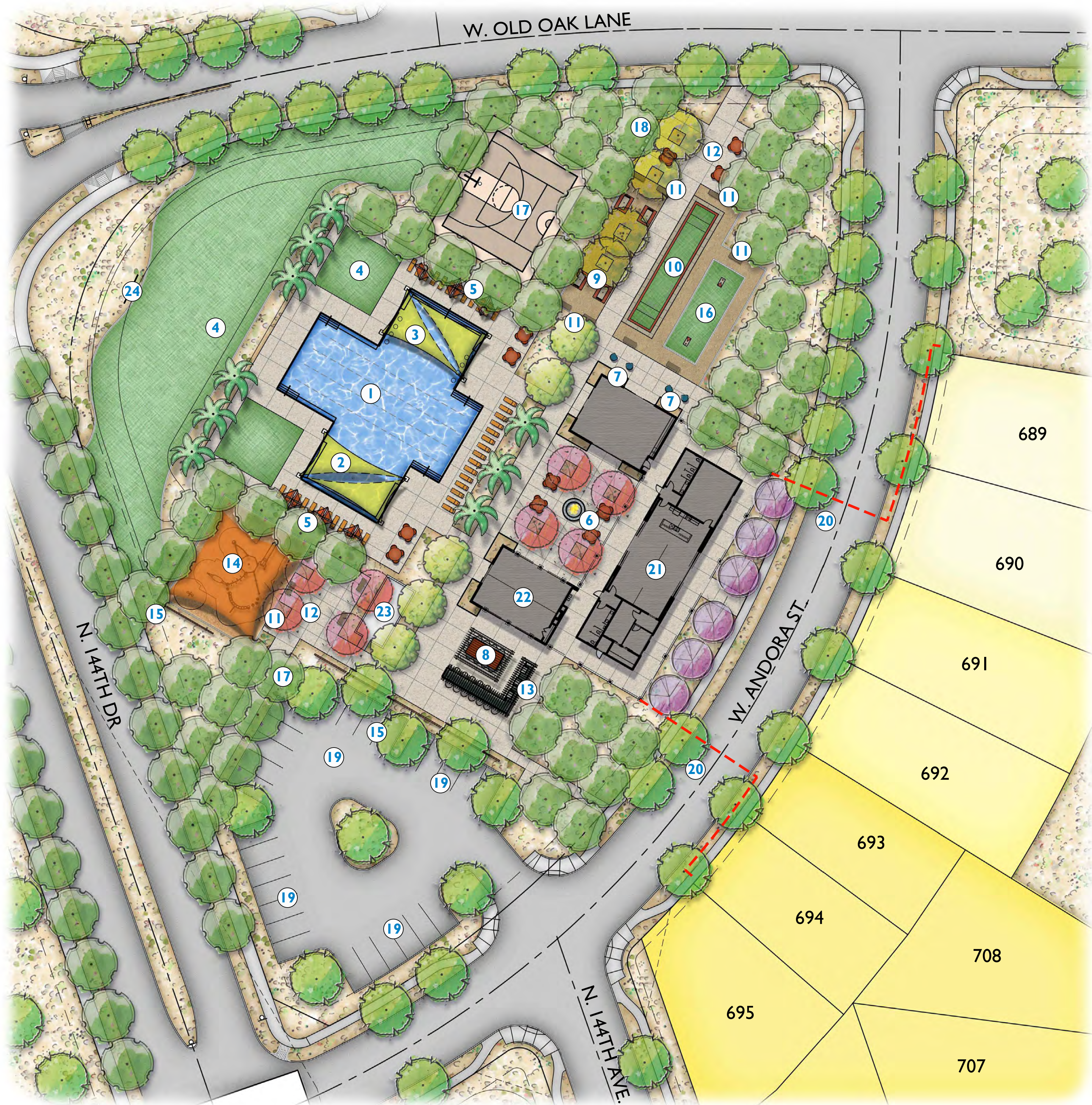
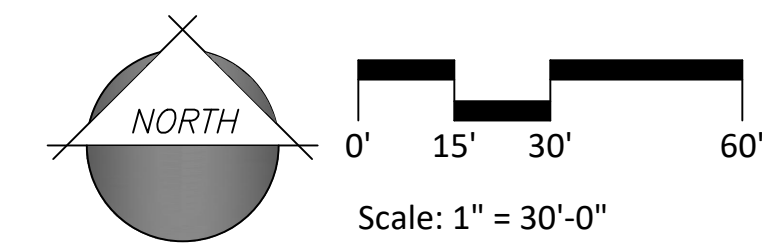
WATER BUCKET POOL FEATURE 2



BASKETBALL COURT 17



POOL LOUNGE WITH BARSTOOLS 3



KEYNOTES

- 1

FIBONACCI SPIRAL ART THEME TOT LOT
- 2

SHADE SAIL
- 3

DECORATIVE SEATWALL
- 4

GATHERING PLAZA
- 5

CHALKBOARD WALL
- 6

LANDSCAPE BENCHES
- 7

TURF
- 8

SIDEWALK
- 9

BIKE RACK

KEYMAP



PLAYFUL ART PARK

CHARACTER IMAGERY



FIBONACCI SPIRAL ART THEME TOT LOT 1



SHADE SAIL 2



GATHERING PLAZA WITH FIBONACCI SPIRAL DECORATIVE PAVING 4



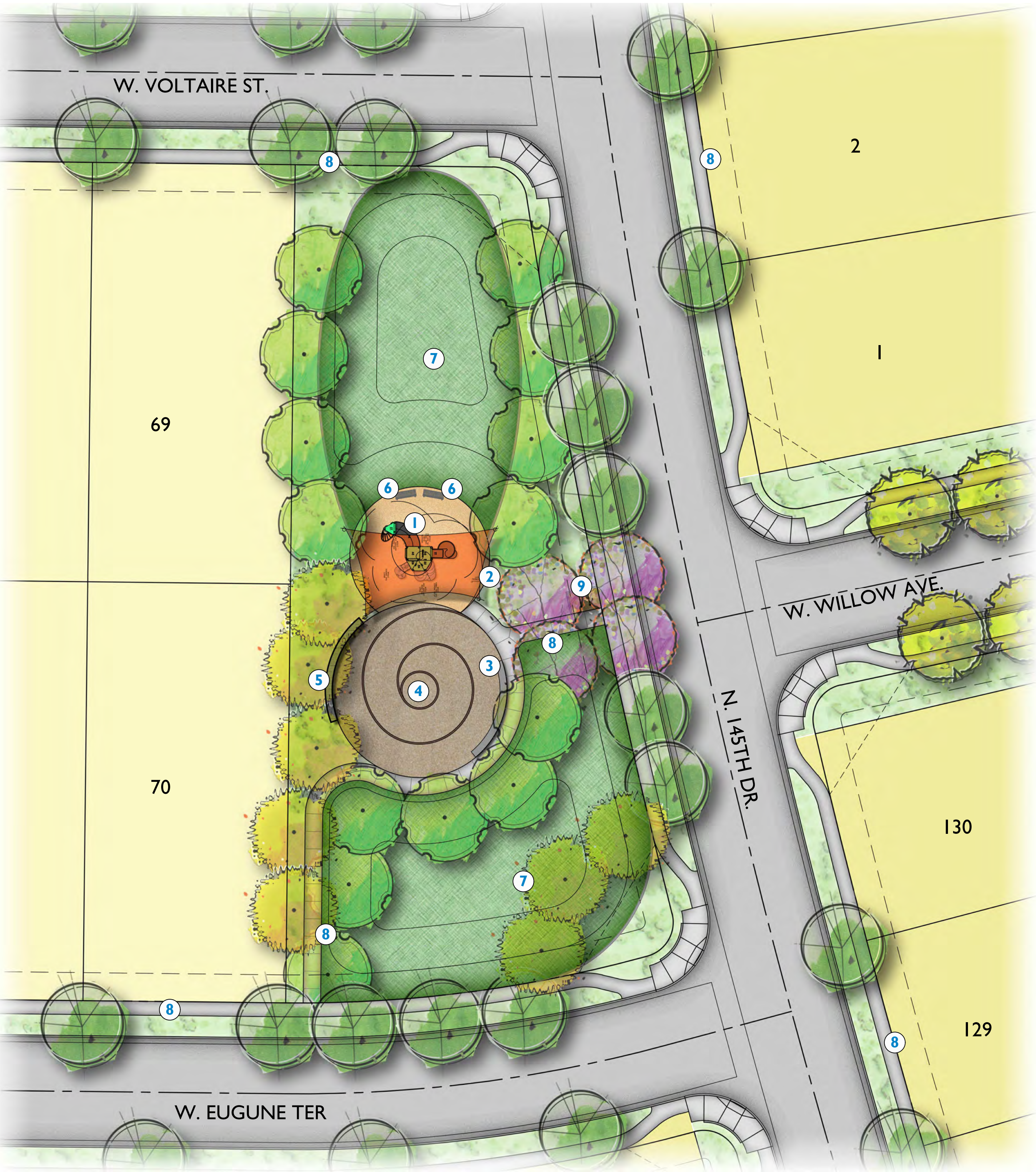
LANDSCAPE BENCHES 6



CHALKBOARD WALL 5



OPEN TURF COMMUNITY ART EVENTS 7



KEYNOTES

- 1

TRELLIS SHADE STRUCTURE
- 2

TURF
- 3

STROLLING PATH
- 4

SIGNATURE TREE
- 5

PICNIC TABLE
- 6

GATHERING PLAZA
- 7

FORMAL GARDEN
- 8

LANDSCAPE BENCH

KEYMAP



MONARCH PARK

CHARACTER IMAGERY



SHADED GATHERING SPACE 1



OVERLOOK PLATFORM 1



STROLLING PATH 3



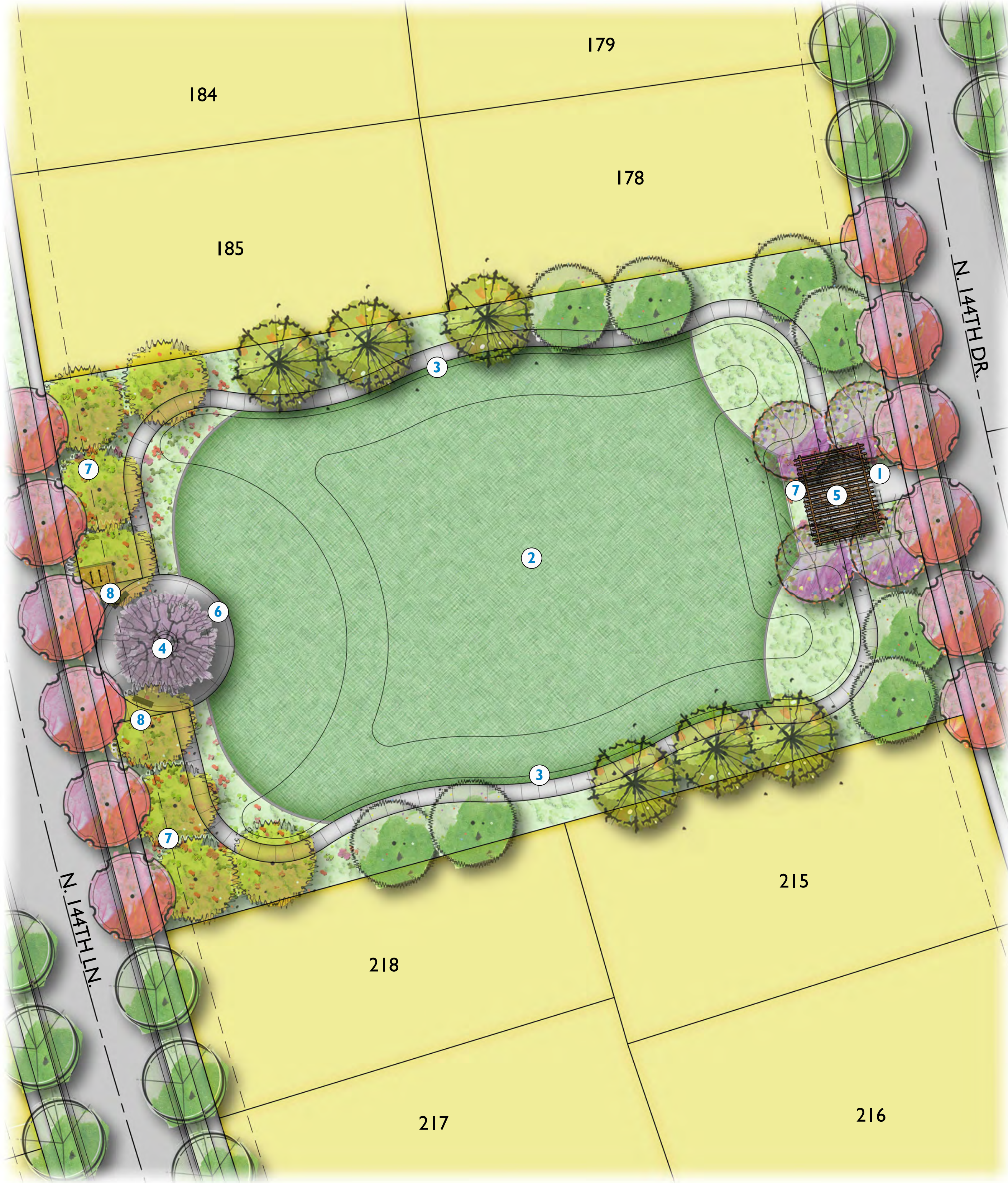
SIGNATURE TREE PLANTING 4



SOCIAL GATHERING 6



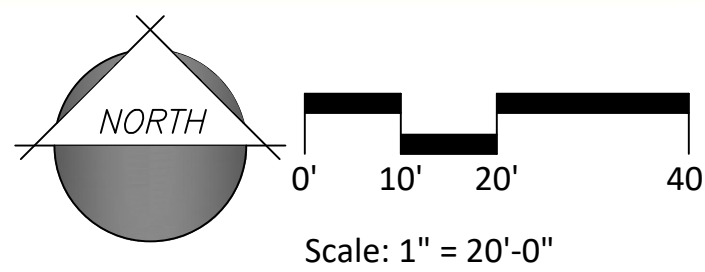
FORMAL GARDEN 7



PICNIC TABLE 5



LANDSCAPE BENCH 8



KEYNOTES

- 1

TURF
- 2

CLIMBING ROCK PLAY STRUCTURE
- 3

SLIDE PLAY STRUCTURE
- 4

RAMADA WITH PICNIC TABLE
- 5

GATHERING PLAZA
- 6

ARTIFICIAL TURF AREA
- 7

ARTIFICIAL TURF MOUND
- 8

ADIRONDACK CHAIR
- 9

LANDSCAPE BENCHES
- 10

BIKE RACK
- 11

BBQ GRILL
- 12

SIDEWALK

KEYMAP



CHARACTER IMAGERY



CLIMBING ROCK PLAY STRUCTURE 2



SLIDE PLAY STRUCTURE 3



RAMADA & GATHERING SPACE 4



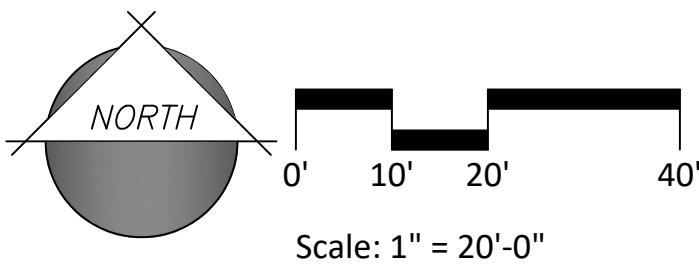
GATHERING PLAZA & ADIRONDACK CHAIR 5 8



LANDSCAPE BENCH 9



PLAYFUL ARTIFICIAL TURF MOUND 8



KEYNOTES

- 1

MUSIC THEME TOT LOT
- 2

INTERACTIVE MUSICAL PLAY
- 3

MUSIC NOTES PAVING
- 4

TURF
- 5

GATHERING PLAZA
- 6

LANDSCAPE BENCHES
- 7

SIDEWALK
- 8

BIKE RACK

KEYMAP



CHARACTER IMAGERY



INTERACTIVE MUSICAL PLAY EQUIPMENT 2



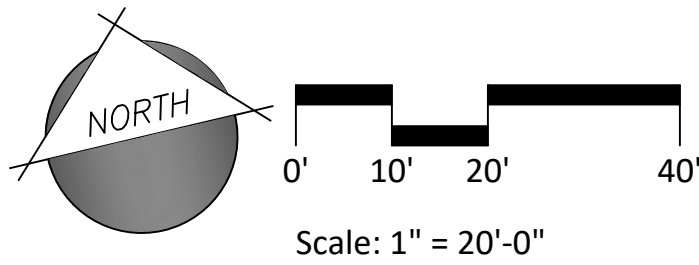
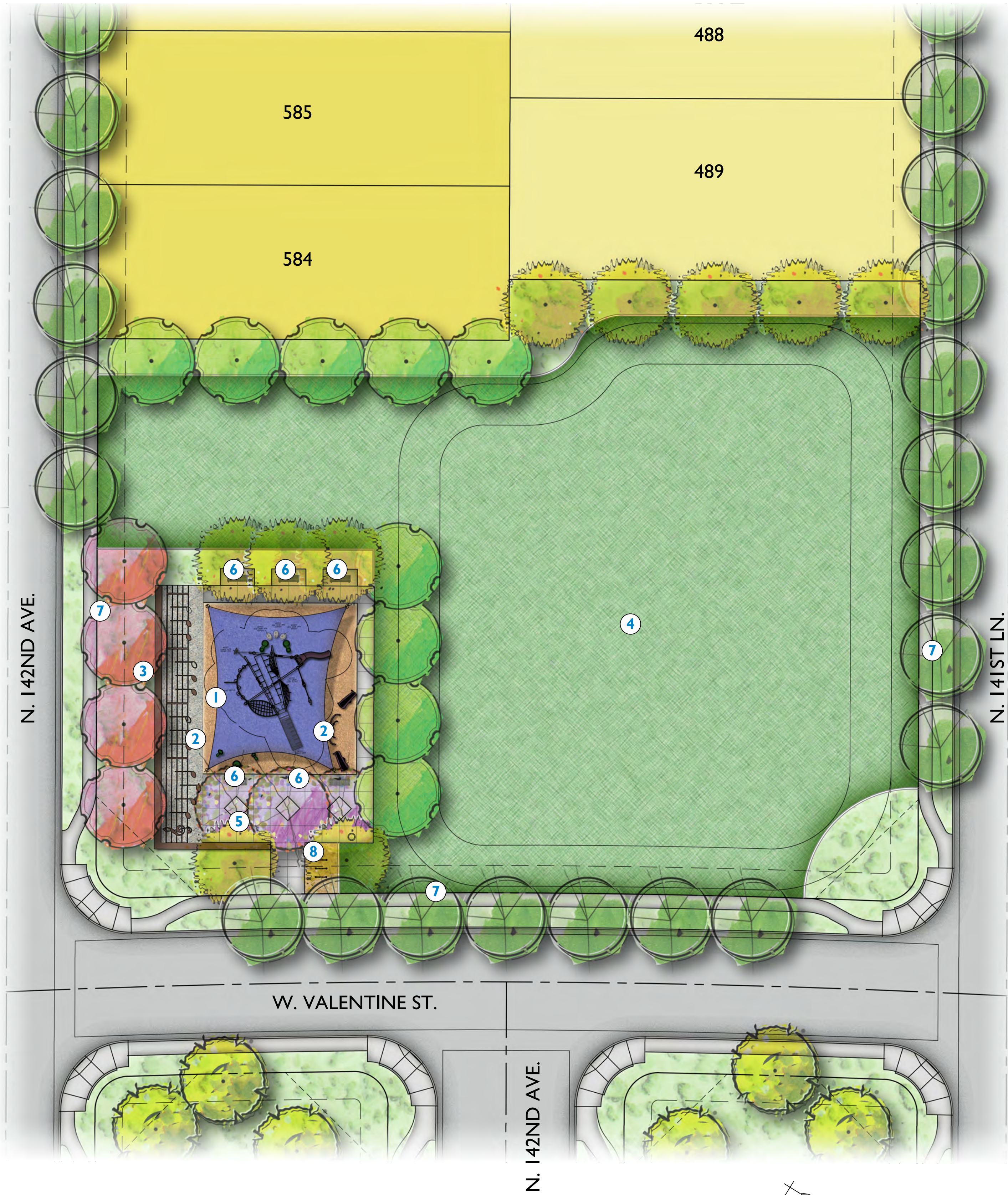
MUSICAL NOTES DECORATIVE PAVING 3
(SANDBLASTED INTO CONCRETE)



LANDSCAPE BENCH 7



OPEN TURF PLAY AREA 9



KEYNOTES

- 1

PLAZA AREA FOR MOVIE SCREEN SETUP
- 2

RAMADA WITH COMMUNAL DINING TABLE
- 3

TURF / MOVIE LAWN
- 4

FIRE PIT GATHERING PLAZA
- 5

SEAT WALL
- 6

CORNHOLE
- 7

GROVE PLANTING
- 8

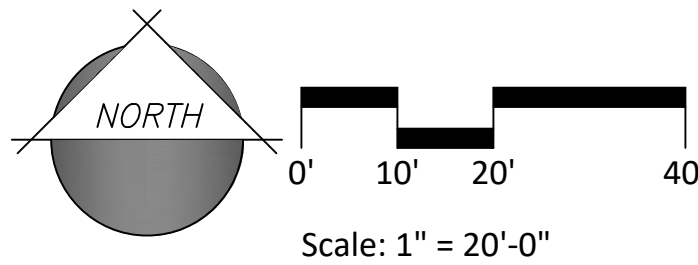
PRAIRIE GRASS PLANTING
- 9

LANDSCAPE BENCHES
- 10

BIKE RACK
- 11

SIDEWALK

KEYMAP



CHARACTER IMAGERY



COMMUNAL TABLE 2



STRING LIGHTS 2



GROVE 7



SEATWALL AT FIRE PIT PLAZA 4 5



CORNHOLE 6



PRAIRIE GRASS PLANTING 8

KEYNOTES

- 1

SHADED PRICKLY PEAR PLAY STRUCTURE
- 2

LOG CRAWL TUNNEL
- 3

MUSHROOM STEPPERS
- 4

SPECIMEN TREE
- 5

TURF
- 6

BOULDER SEATING
- 7

LANDSCAPE BENCHES
- 8

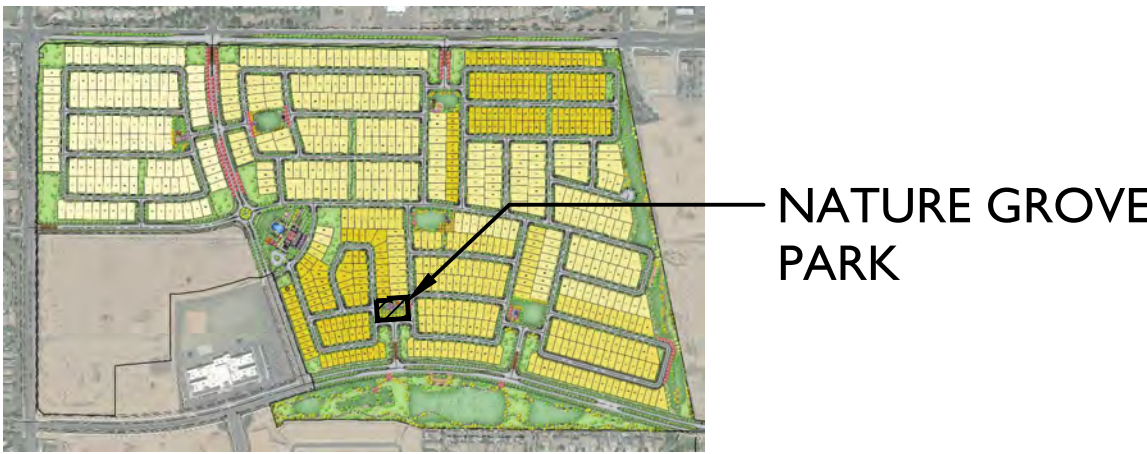
POLLINATOR GARDEN
- 9

GROVE PLANTING
- 10

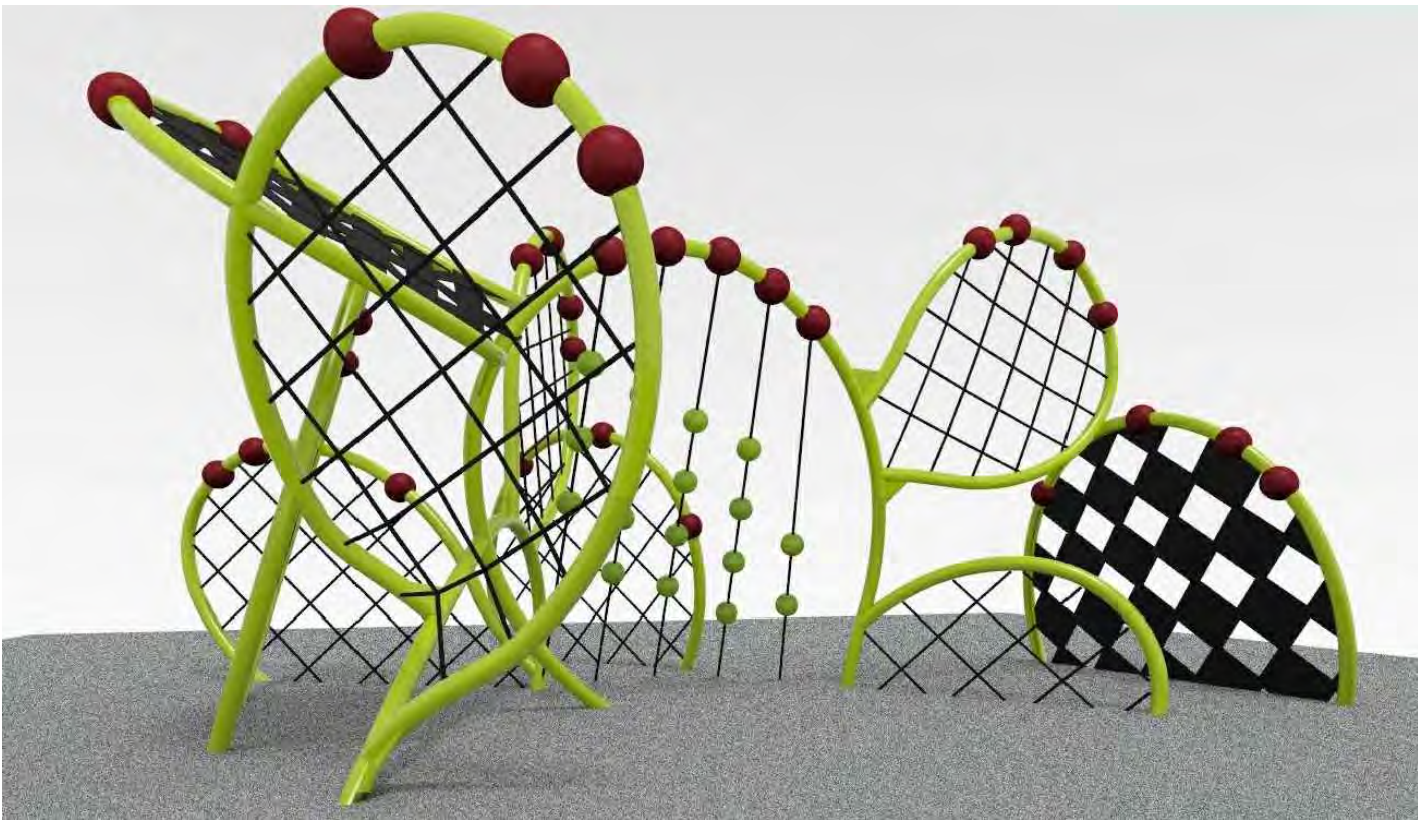
SUCCULENT GARDEN
- 11

SIDEWALK

KEYMAP



CHARACTER IMAGERY



PRICKLY PEAR PLAY STRUCTURE 1



LOG CRAWL TUNNEL 2



MUSHROOM STEPPER 3



PATHWAY WITH BOULDER SEATING 6 12



OPEN TURF PLAY 8



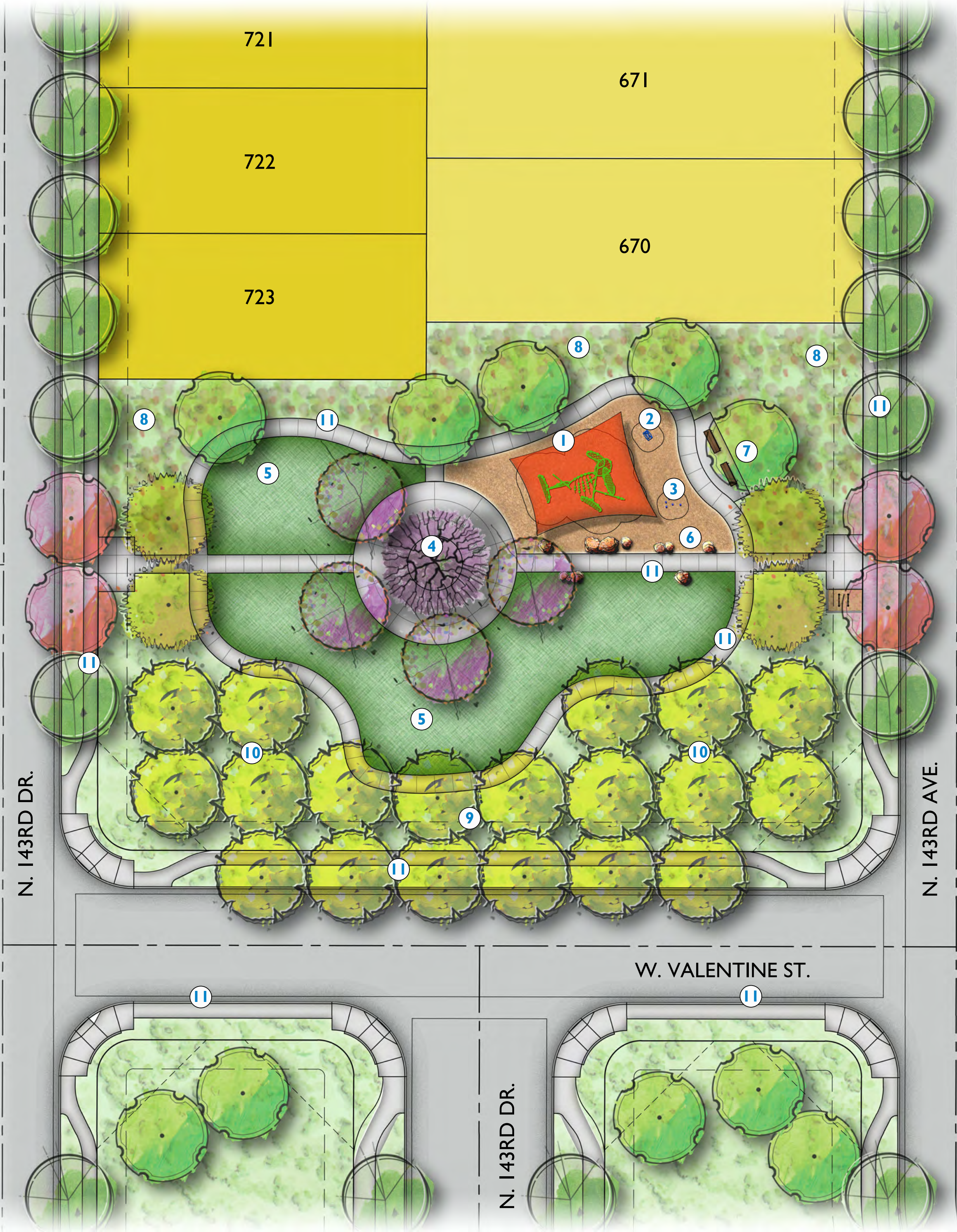
LANDSCAPE BENCH 5



SUCCULENT GARDEN 10



POLLINATOR GARDEN 11



KEYNOTES

- 1

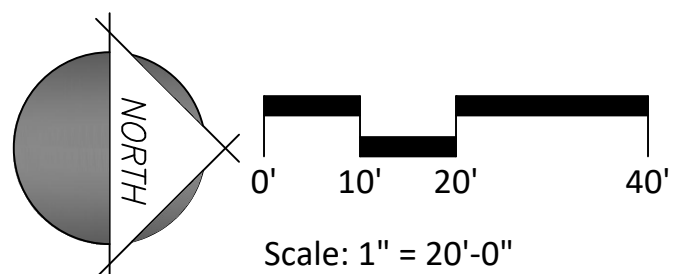
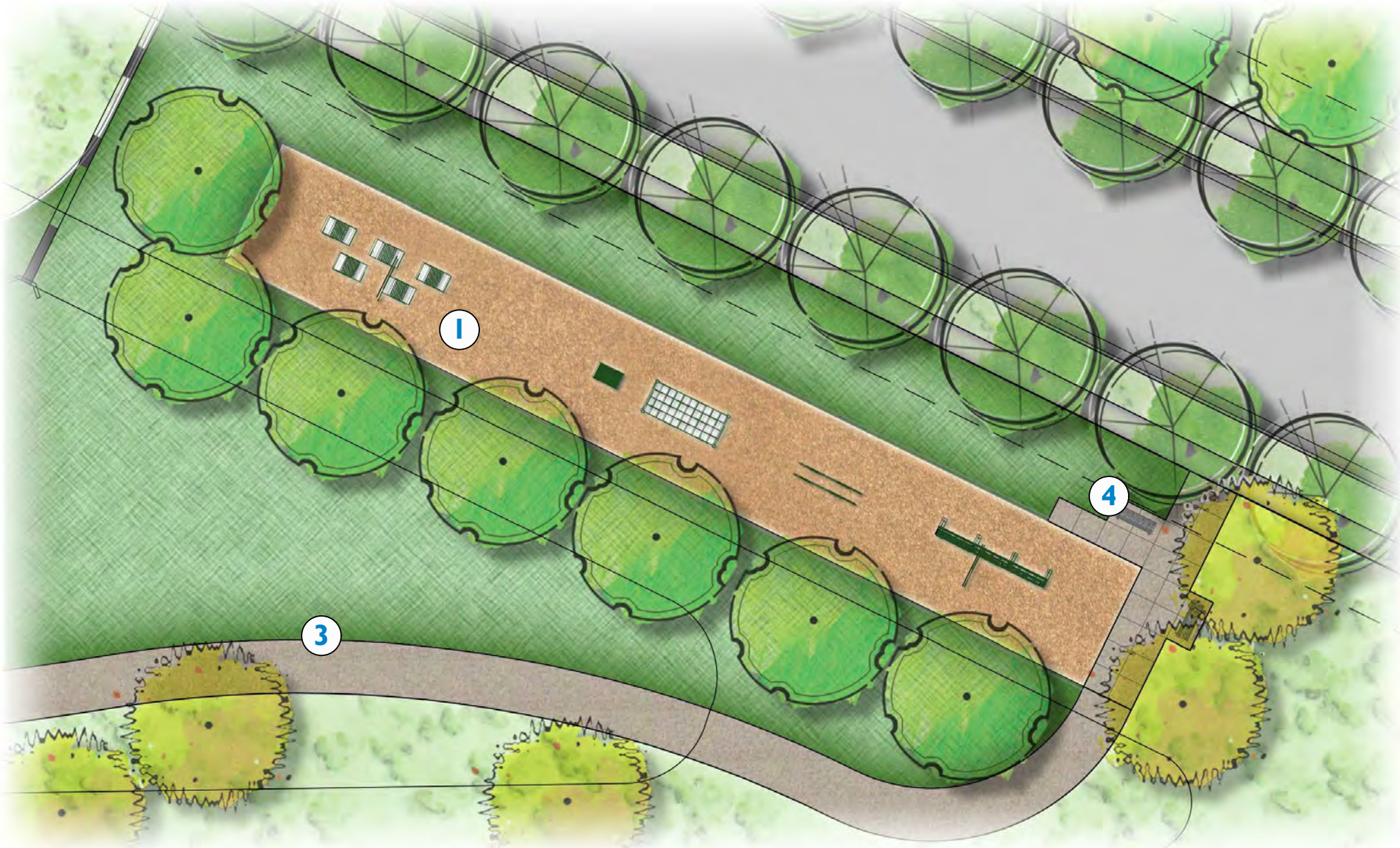
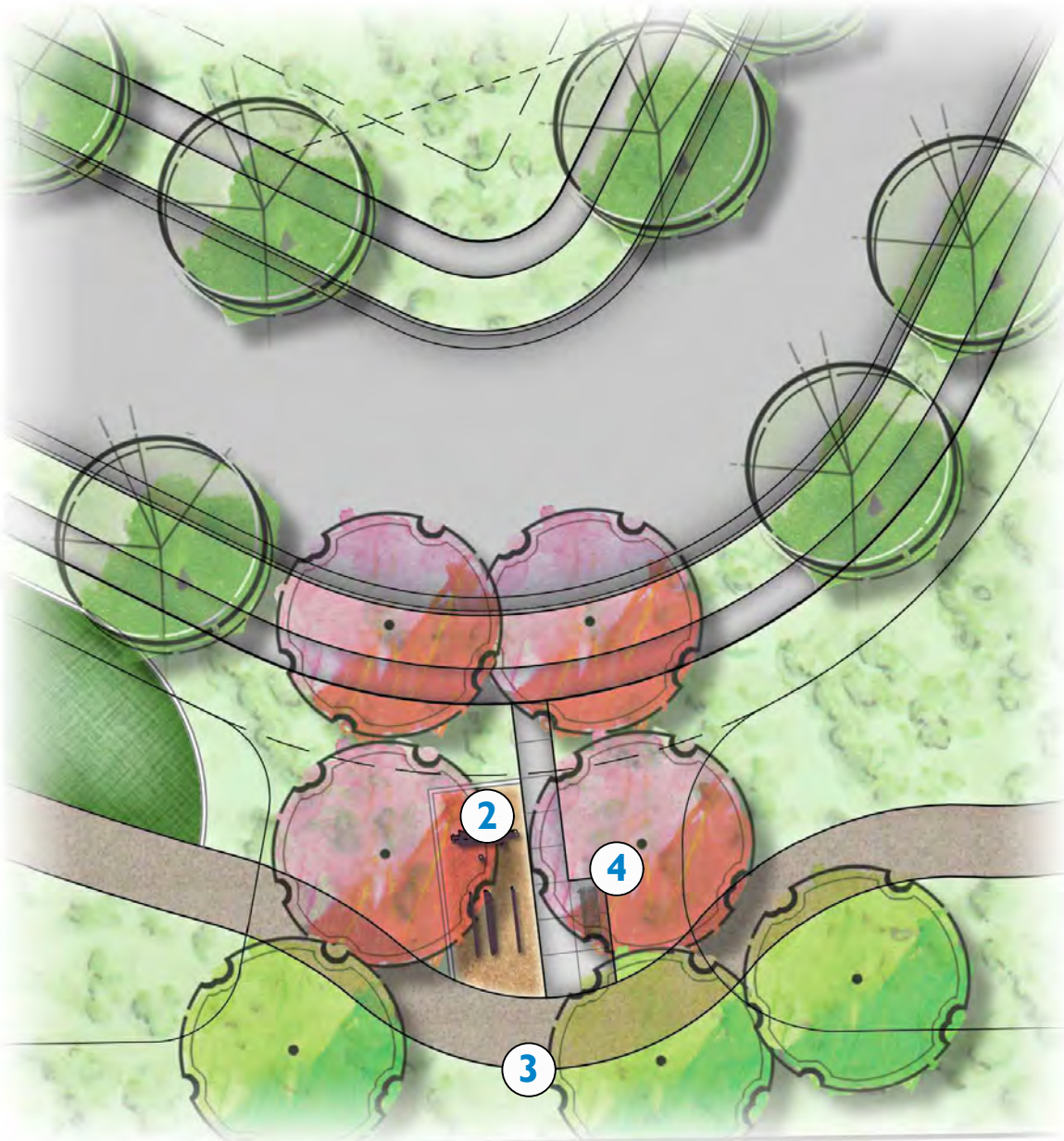
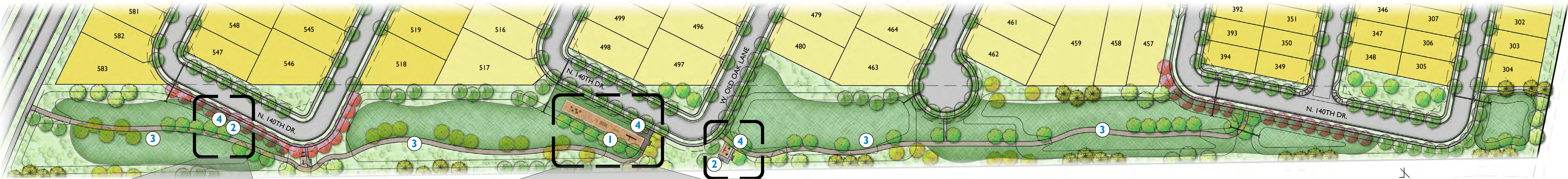
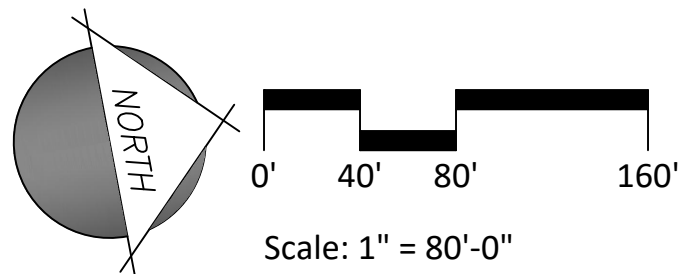
NINJA CHALLENGE COURSE
- 2

FITNESS STATION
- 3

8' UNPAVED MULTI USE TRAIL
- 4

REST AREA WITH LANDSCAPE BENCH

KEYMAP



CHARACTER IMAGERY



NINJA CHALLENGE COURSE 1



NINJA CHALLENGE EQUIPMENT 1



FITNESS STATION 2



MULTI USE TRAIL 3



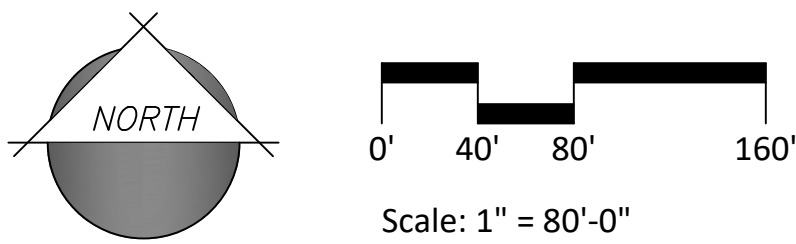
KEYMAP



MEADOW PARK

KEYNOTES

- 1 TURF
- 2 6' RUNNING/WALKING PATH (1 MILE LOOP)
- 3 DOUBLE GATED ENTRY
- 4 BENCHES W/ SHADE TREES
- 5 BENCHES W/ SHADE SAILS
- 6 PET WASTE STATION
- 7 UP/DOWN DRINKING FOUNTAIN
- 8 DOG PLAY ELEMENTS
- 9 DOG ENCLOSURE FENCE
- 10 STABILIZED DG PARKING (10 SPACES)
- 11 DOG PARK TURF PLAY AREA
- 12 SEATING NODE



CHARACTER IMAGERY



6' RUNNING/WALKING PATH (1 MILE LOOP) 2



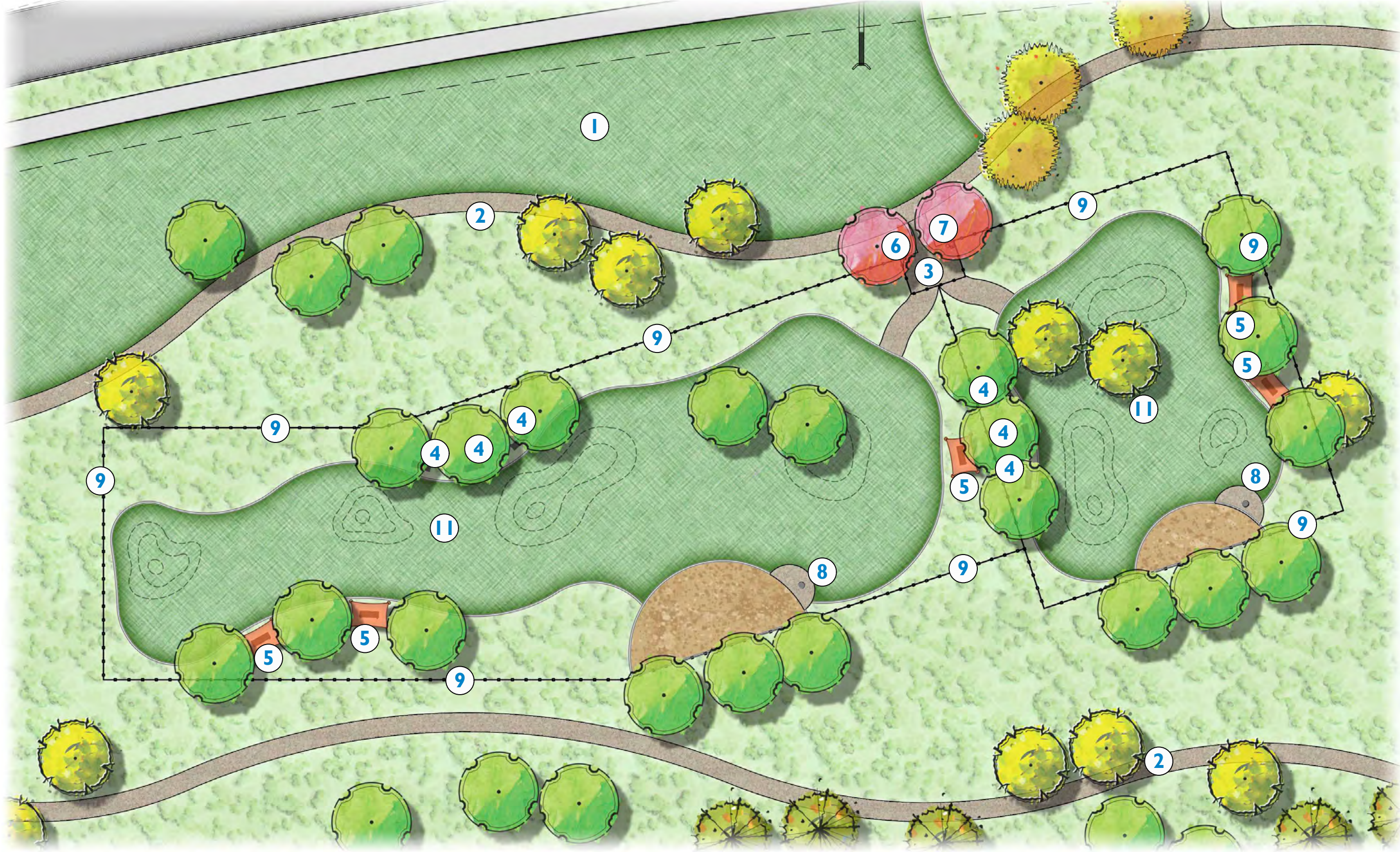
TURF RETENTION AREA 8



TURF PLAY AREA 1



DOG PLAY ELEMENTS 8



KEYMAP



— COMMUNITY ENTRY
MONUMENT

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



PLAN

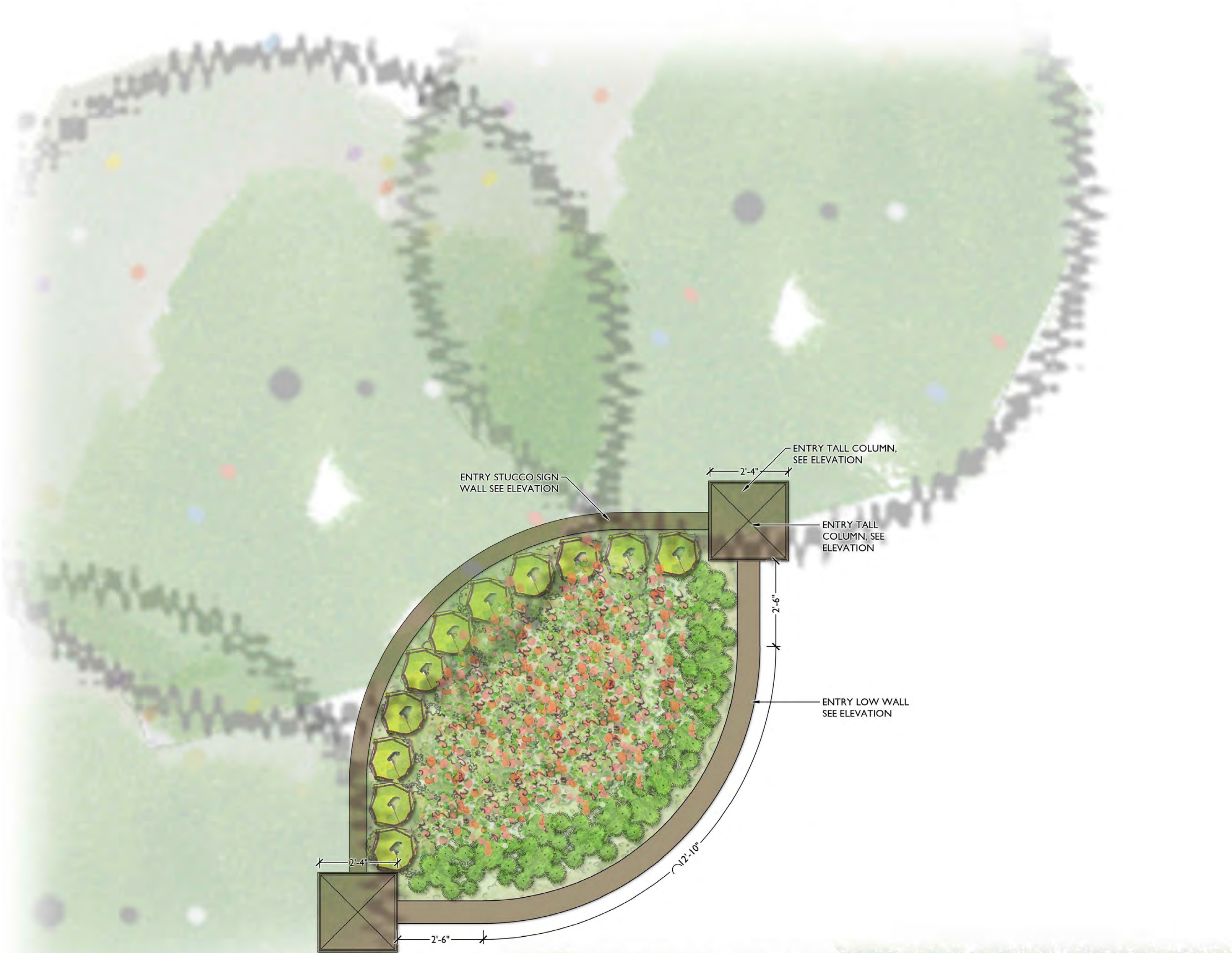


ELEVATION

 COMMUNITY ENTRY MONUMENT
Scale: 1/2" = 1'-0"

Scale: 1/2" = 1'-0"





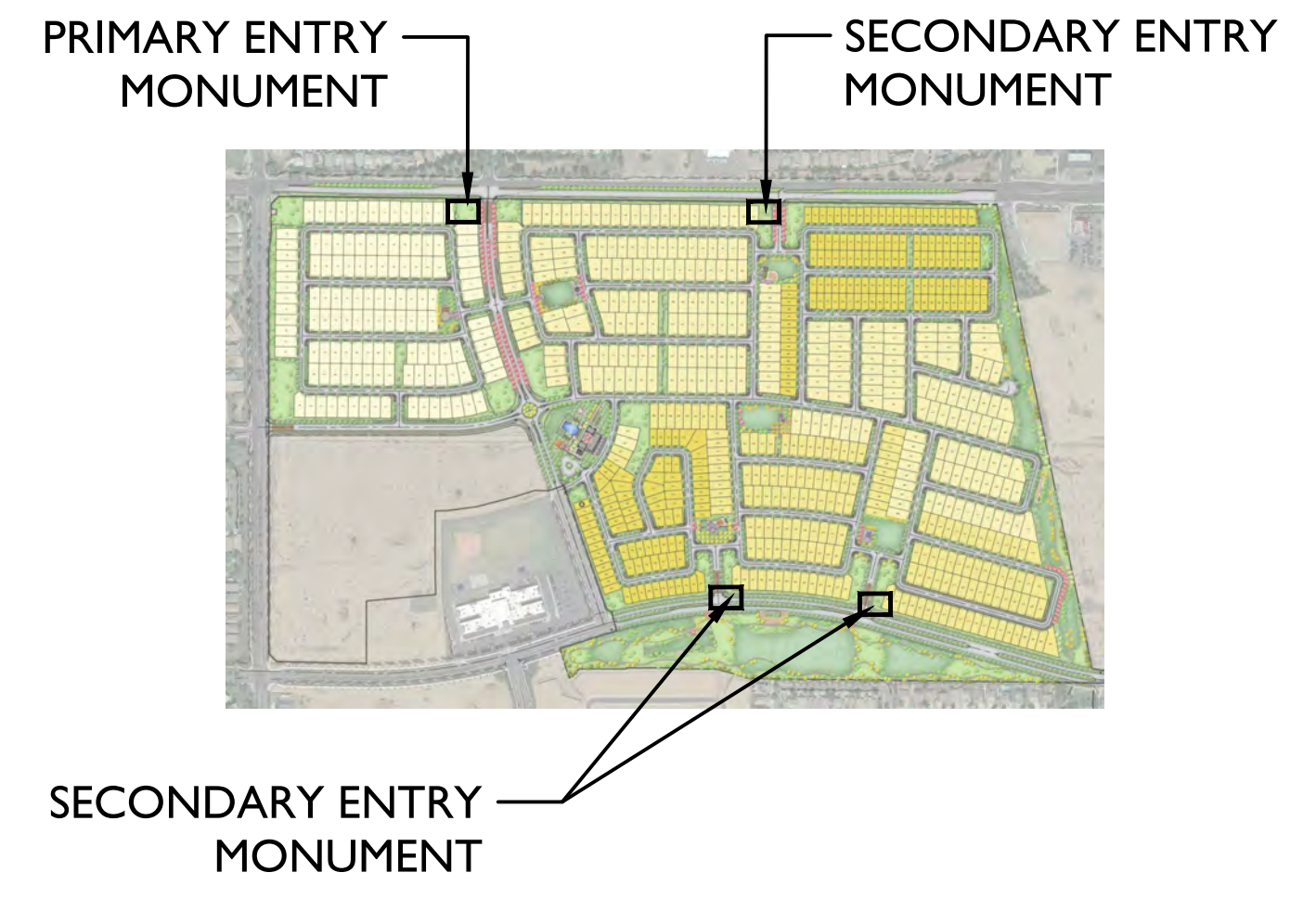
PLAN



ELEVATION

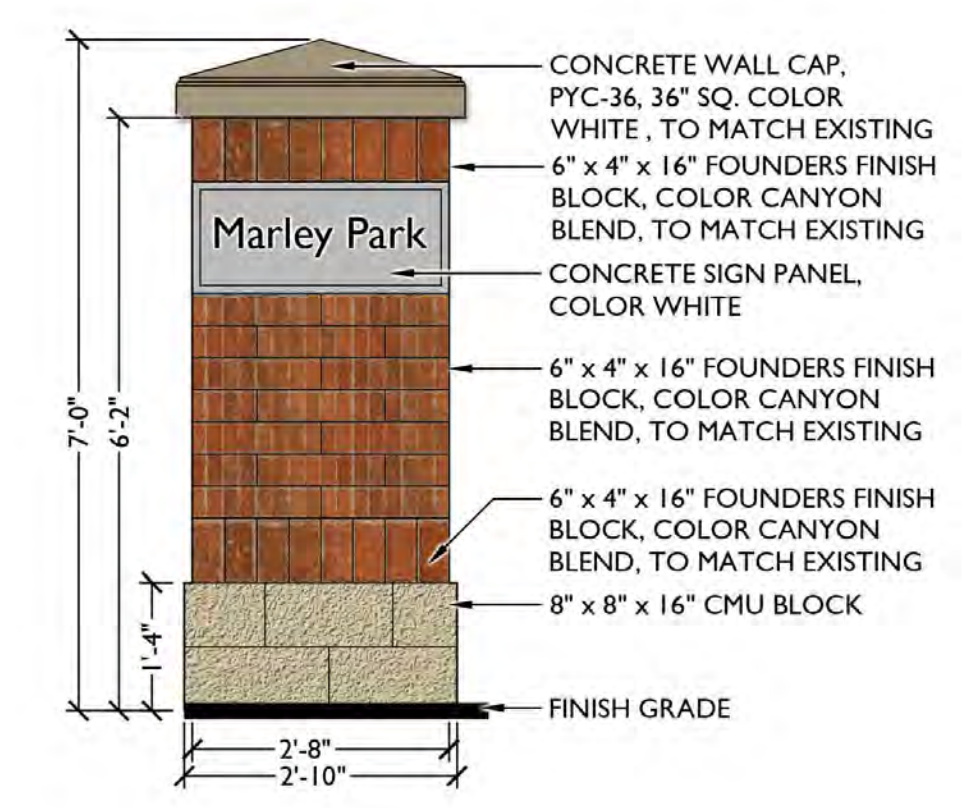
1 PRIMARY ENTRY MONUMENT
Scale: 1/2" = 1'-0"

KEYMAP



COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL

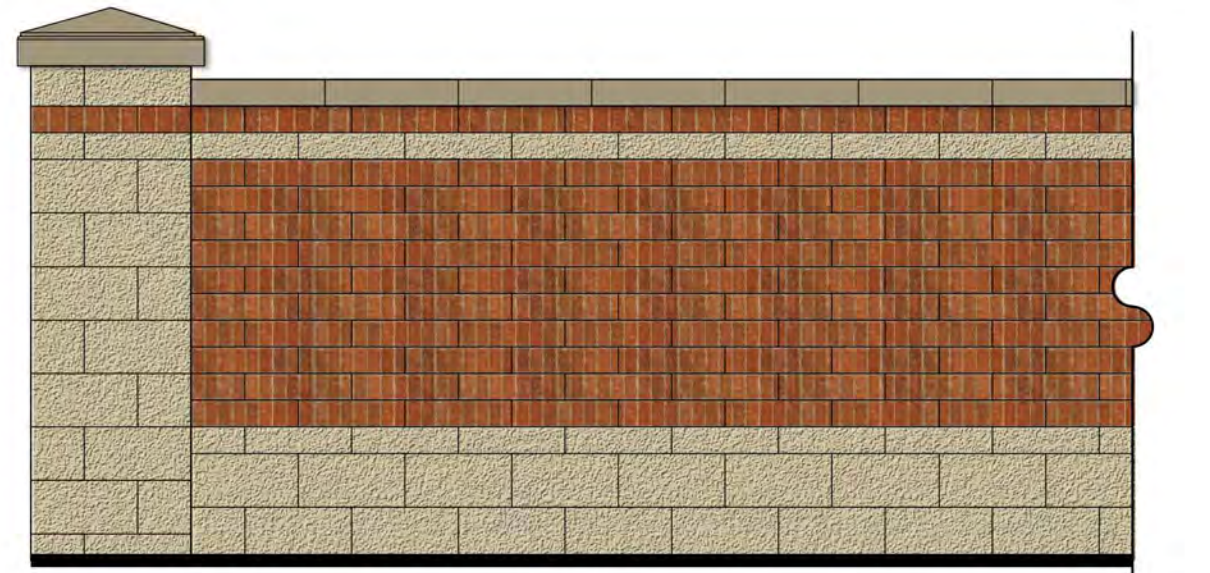


2 SECONDARY ENTRY MONUMENT COLUMN
Scale: 1/2" = 1'-0"

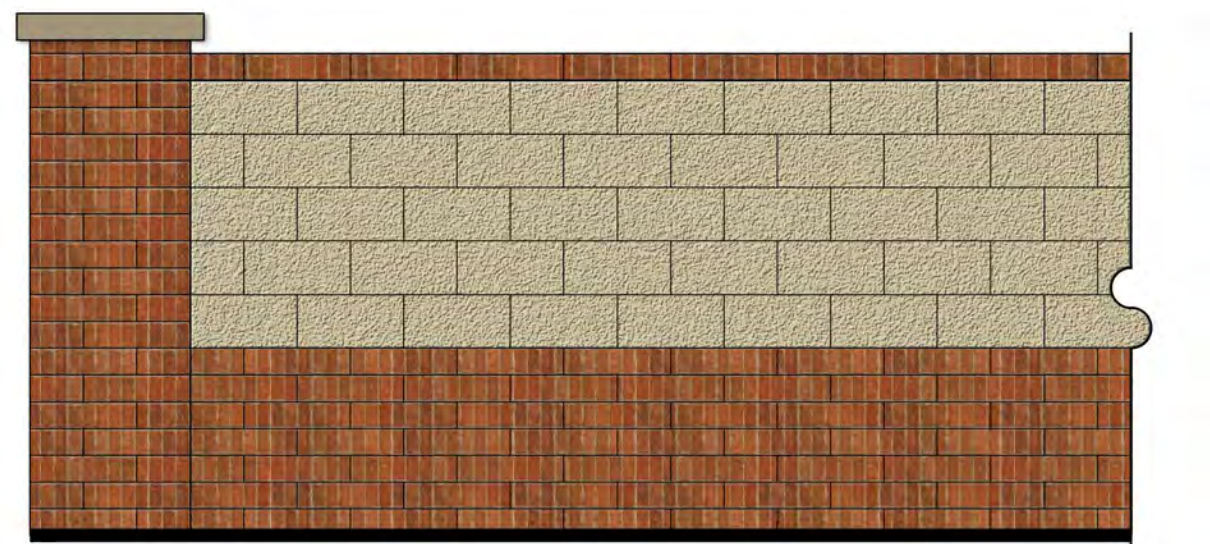


WALL LEGEND

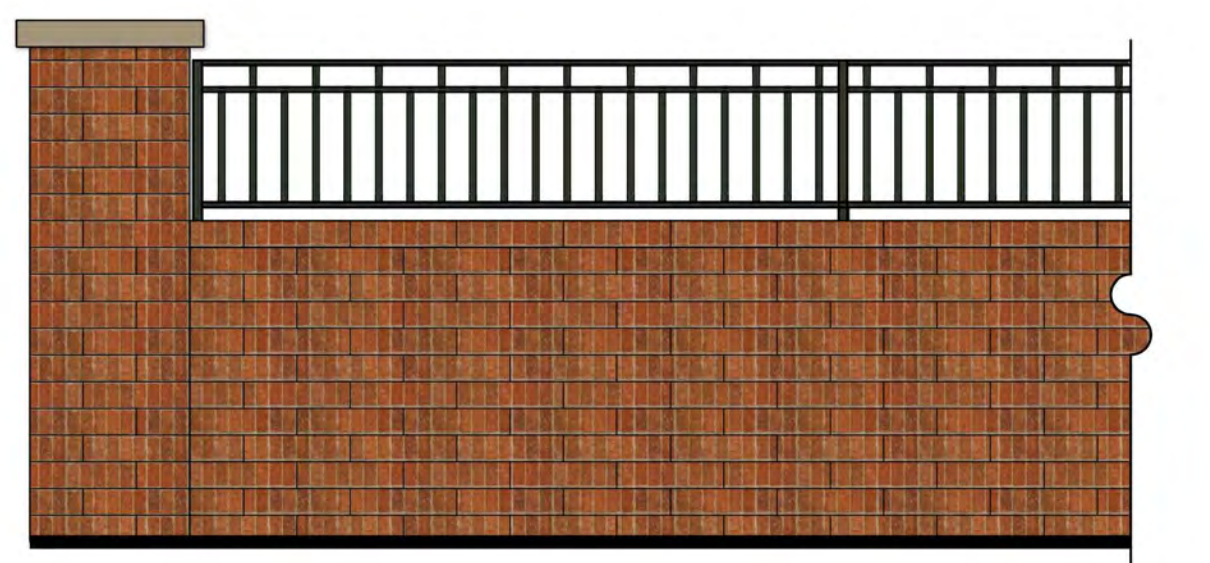
SYMBOL	ITEM
	PRIMARY WALL (MASTER DEVELOPER)
	SECONDARY WALL (PARCEL DEVELOPER)
	VIEW WALL (PARCEL DEVELOPER)
	COMMUNITY ENTRY MONUMENT
	PRIMARY ENTRY MONUMENT
	SECONDARY ENTRY MONUMENT



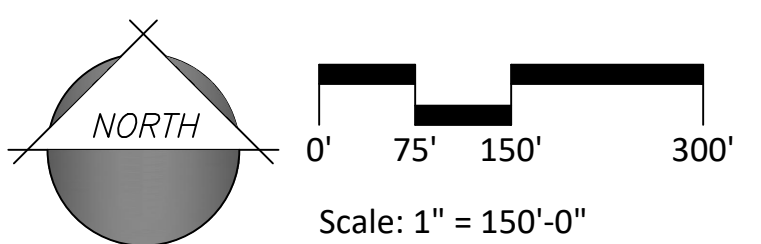
1 PRIMARY WALL



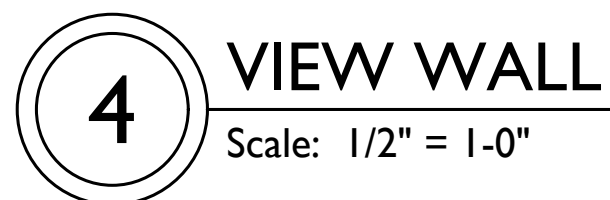
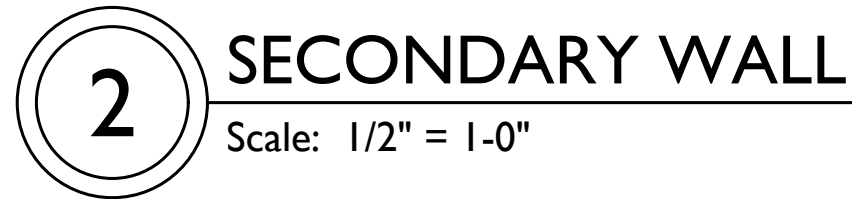
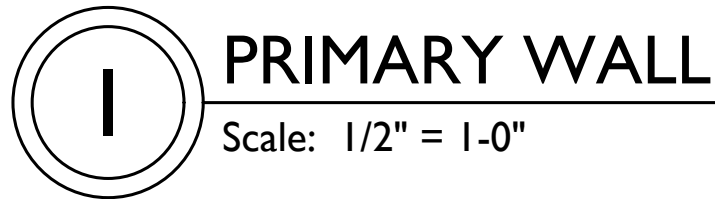
2 SECONDARY WALL



3 VIEW WALL



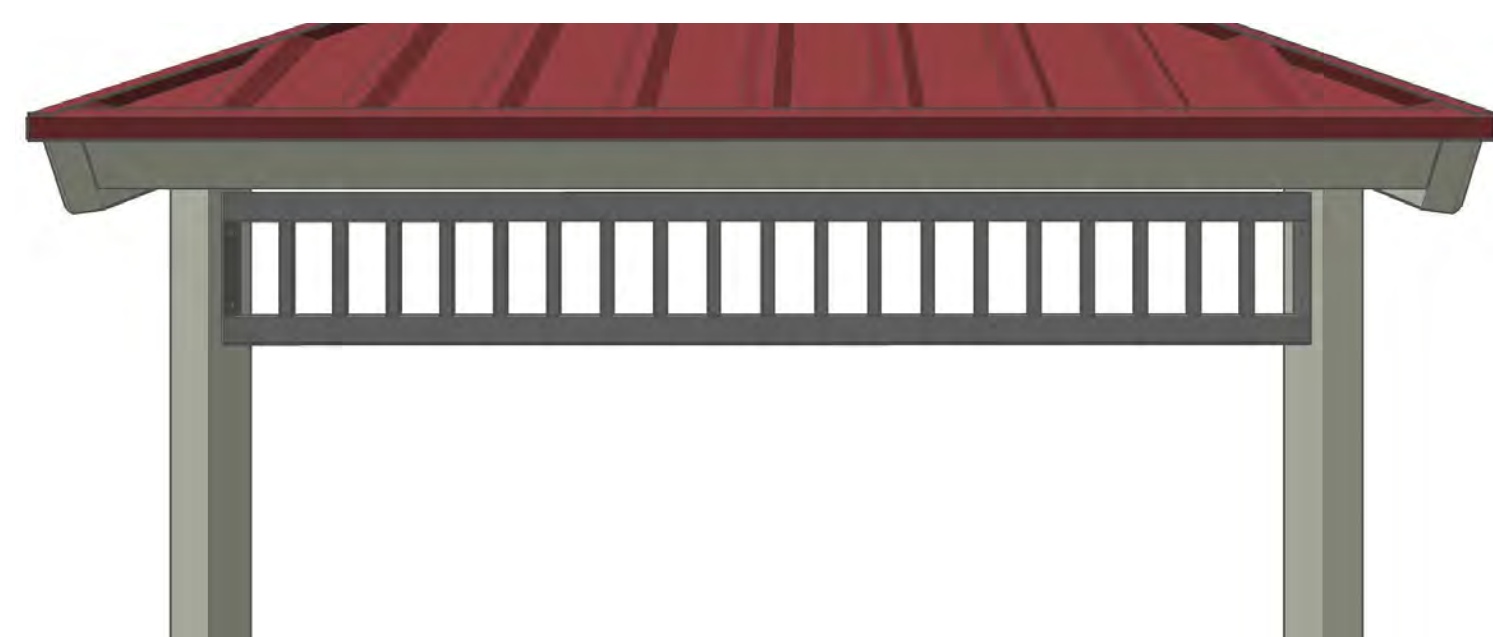
L-2.01
12.14.2017



ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	SPLIT FACE CMU BLOCK, COLOR BONE, BY SUPERLITE OR APPROVED EQUAL
COLOR B (CMU)	FOUNDERS FINISH, COLOR SLIDE ROCK RED, BY SUPERLITE OR APPROVED EQUAL
COLOR D (STEEL)	COLOR RAL BLACK GREEN BY BERT'S PAINT, MATCH THE EXISTING, OR APPROVED EQUAL
CONCRETE CAP	COLOR OSTRICH, BY MESA PRECAST, OR APPROVED EQUAL



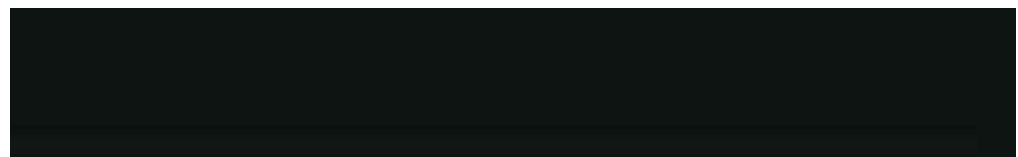
RAMADA



RAMADA OVERHEAD ORNAMENTATION
CARMEL



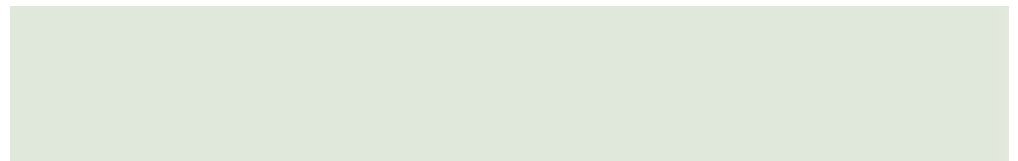
ROOF: MULTI-RIB (STANDARD)



ROOF COLOR: MATTE BLACK



DECORATIVE COLUMN: SAN JOSE



COLUMN COLOR: WHITE



PICNIC TABLE : ANOVA "MADISON"
COLOR: MAHOGANY



PICNIC TABLE : ANOVA "WAINWRIGHT"
COLOR: MAHOGANY



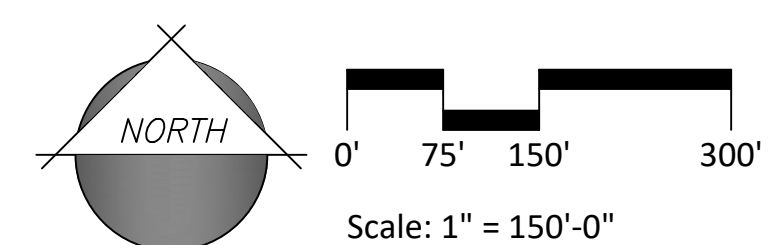
LANDSCAPE BENCH : ANOVA "MADISON"
COLOR: MAHOGANY



LANDSCAPE BENCH : ANOVA "MADISON"
COLOR: MAHOGANY

CONNECTIVITY LEGEND

SYMBOL	ITEM
	PEDESTRIAN CONNECTION
	SEATING NODE

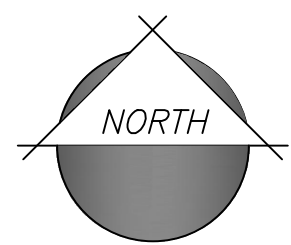




PHASE LINE

PHASE 2
PARCEL 1A & 1B
PARCEL 2

PHASE 3
PARCEL 9





**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

5 September 2017

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Jamie Sullivan
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS17-508; Marley Park Phase 4 & 5

Dear Ms. Sullivan

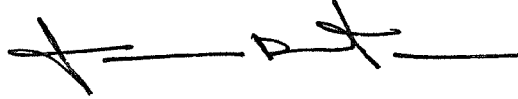
Thank you for the opportunity to provide comments on the Preliminary Plat Application for the Marley Park Phase 4 & 5. The site is located on 217 acres at the southwest corner of Waddell Road and Bullard Avenue, in Surprise AZ. The proposed community will consist of 776 single family detached homes for a density of 3.56 du/ac. The property is located from just inside the 65 LDN to approximately 3/4 mile outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461. Luke AFB understands any residential development will remain external to the 65 LDN.

In an effort to promote a more compatible co-existence Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. With an overall density of 3.56 du/ac this request does not meet the standard, however Luke does recognizes Meritage Homes and the city have worked diligently to keep the project outside the 65 LDN and the density low.

While we have determined that this request exceeds the densities that Luke AFB follows, we recognize that we are not the approval authority. As such, if approved Marley Park Phase 4 & 5 will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'J. Mitchell', with a horizontal line extending to the right.

JAMES R. MITCHELL

cc:

Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

Robert Kuhfuss

Subject: FW: the dog park

From: Jason Harrison

Sent: Friday, February 16, 2018 10:45 AM

To: Planning <Planning@surpriseaz.gov>

Subject: the dog park

Last night during the P&Z meeting, the gentleman representing Homestead at MP made it seem as if the homes would be a football field away from the dog park. This was extremely disingenuous. Please see the attached google map (green line representing the AW view fences and the red line indicating 100ft to the center of the dog park) with scale mentioned in the corner. The distance from the AW fences to the center of the dog park will be approximately 100 ft for 30yds. This is 1/4 the total length of a football field (120yds). And with no sound deadening measures, dog barks will ring clearly into these back yards.

Please please please have them move this park to the center of their neighborhood or to the western edge. There is no reason at the point in planning to purposely have a foreseeable public sound annoyance bordering 2 other communities when it could be place in the dead center of

theirs.



--
Jason Harrison



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

+ [Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:		District:	6
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

FS17-601- Marley Park Phase 4 & 5 144 AVE MOD Final Plat Consideration and action regarding a Map of Dedication for 144th Drive and 145th Avenue in Marley Park Phase 4 & 5

Motion:

Motion to approve the requested Map of Dedication.

Background:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Map of Dedication (MOD) for a segment of 144th Drive / 145th Avenue, extending from the north end of the Legacy Charter School campus to Waddell Road. Two (2) additional related Maps of Dedication are also under consideration this date, as is a related Preliminary Plat for Phase 4 & 5 of Marley Park.

Objective Analysis:

The proposed Map of Dedication is one (1) of three (3) Maps of Dedication related to Marley Park Phase 4 & 5. Approval of the subject MOD will allow the city to issue the infrastructure permit necessary for the applicant to begin construction of this roadway. The proposed MOD is consistent with the Marley Park PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Policy Compliant:

The requested Map of Dedication is consistent with the Marley Park PAD and advances the goals and policies of the General Plan.

Financial Impact:

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

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:

Click to download

- ☐ [00 - FS17-601, 144th Drive and 145th Avenue Map of Dedication - Staff Report](#)
 - ☐ [01 - FS17-601, 144th Drive and 145th Avenue Map of Dedication - Vicinity Map](#)
 - ☐ [02 - FS17-601, 144th Drive and 145th Avenue Map of Dedication - Case Map](#)
 - ☐ [03 - FS17-601, 144th Drive and 145th Avenue Map of Dedication](#)
 - ☐ [04 - FS17-601, 144th Drive and 145th Avenue Map of Dedication - Presentation](#)
 - ☐ [FS17-601 Right of Way Valuation](#)
-

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case: **FS17-601**

Project Name: Map of Dedication for 144th Drive and 145th Avenue in Marley Park Phase 4 & 5

Council District: 6

City Council Date: **March 20, 2018**

Planner: Robert H. Kuhfuss, AICP

Owner: Marley Park Phase II, LLC

Applicant: Josh Hannon, EPS Group, Inc.

Request: Map of Dedication for 144th Drive and 145th Avenue in Marley Park Phase 4 & 5 within the Marley Park PAD

Site Location: Generally extending from the north end of the Legacy School Campus to Waddell Road

Site Size: 3.7 acres (approx.)

Density: N/A

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

Support/Opposition: None known

Findings:

- The proposed Map of Dedication is consistent with the Marley Park PAD.
- The proposed Map of Dedication is consistent with the Marley Park Phase 4 & 5 Preliminary Plat.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

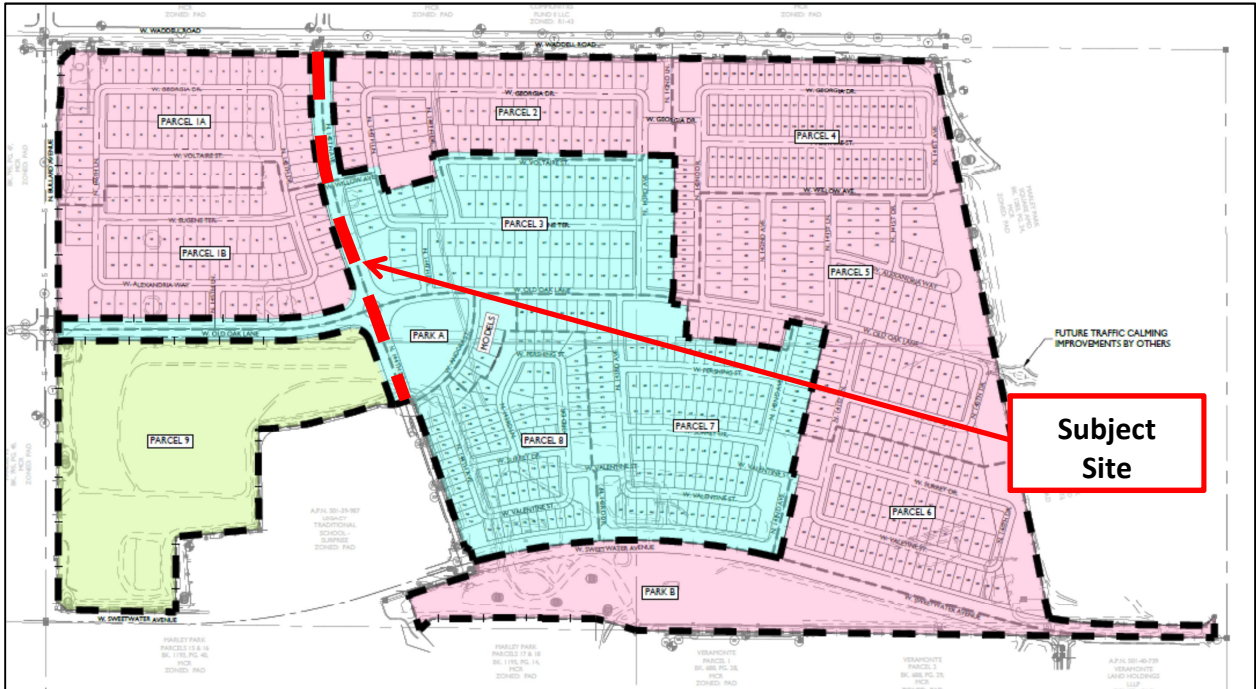
Alternative Actions: **Approval** of the requested Map of Dedication will allow the city to issue construction permits relating to the development of Sweetwater Avenue in support of Phase 4 & 5 of Marley Park.

Denial of the requested Map of Dedication will deny the applicant the opportunity to develop the roadway.

Project Description:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Map of Dedication (MOD) for a segment of 144th Drive / 145th Avenue, extending from the north end of the Legacy Charter School campus to Waddell Road. Two (2) additional related Maps of Dedication are also under consideration this date, as is a related Preliminary Plat for Phase 4 & 5 of Marley Park.

The following map, taken from the Phasing plan associated with the aforementioned Preliminary Plat, is annotated to depict the location of the subject MOD.



BACKGROUND:

October 25, 2000: The City Council approved the original Marley Park PAD under case PAD00-091.

September 26, 2002: The City Council approved a Major Amendment to the Marley Park PAD for the purpose of adding land mass to the PAD under case PADA02-104.

March 23, 2006: The City Council approved a Major Amendment to the Marley Park PAD for the purpose of addressing densities in the eastern portion of Marley Park.

September 27, 2017: The applicant filed for civil review of the Waddell Road Median Improvements and Landscaping under FS17-576, which is currently under review.

October 3, 2017: The applicant filed a request for a Map of Dedication (MOD) for Sweetwater Avenue under FS17-584. This MOD is scheduled for March 20, 2018 City Council.

October 12, 2017: The applicant filed a request for a MOD for 144th Drive / 145th Avenue under FS17-601, the subject case.

October 19, 2017: The applicant filed a request for a MOD for Old Oak Lane under FS17-618. This MOD is scheduled for March 20, 2018 City Council.

December 5, 2017: Staff met with the applicant to discuss the Phase 1 Final Plat at a regularly scheduled Concept Review meeting under CR17-702.

December 15, 2017: Staff met with the applicant to discuss the Phase 2 Final Plat at a regularly scheduled Concept Review meeting under CR17-716.

January 31, 2018: Staff approved a Minor Amendment to the Marley Park PAD under case FS17-699 for the purpose of reconfiguring land use and shifting density away from the 65 ldn.

February 15, 2018: The Planning and Zoning Commission voted to recommend approval of the related Preliminary Plat under case FS17-508, subject to stipulations “a” through “e”.

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who have indicated no objections to the request.

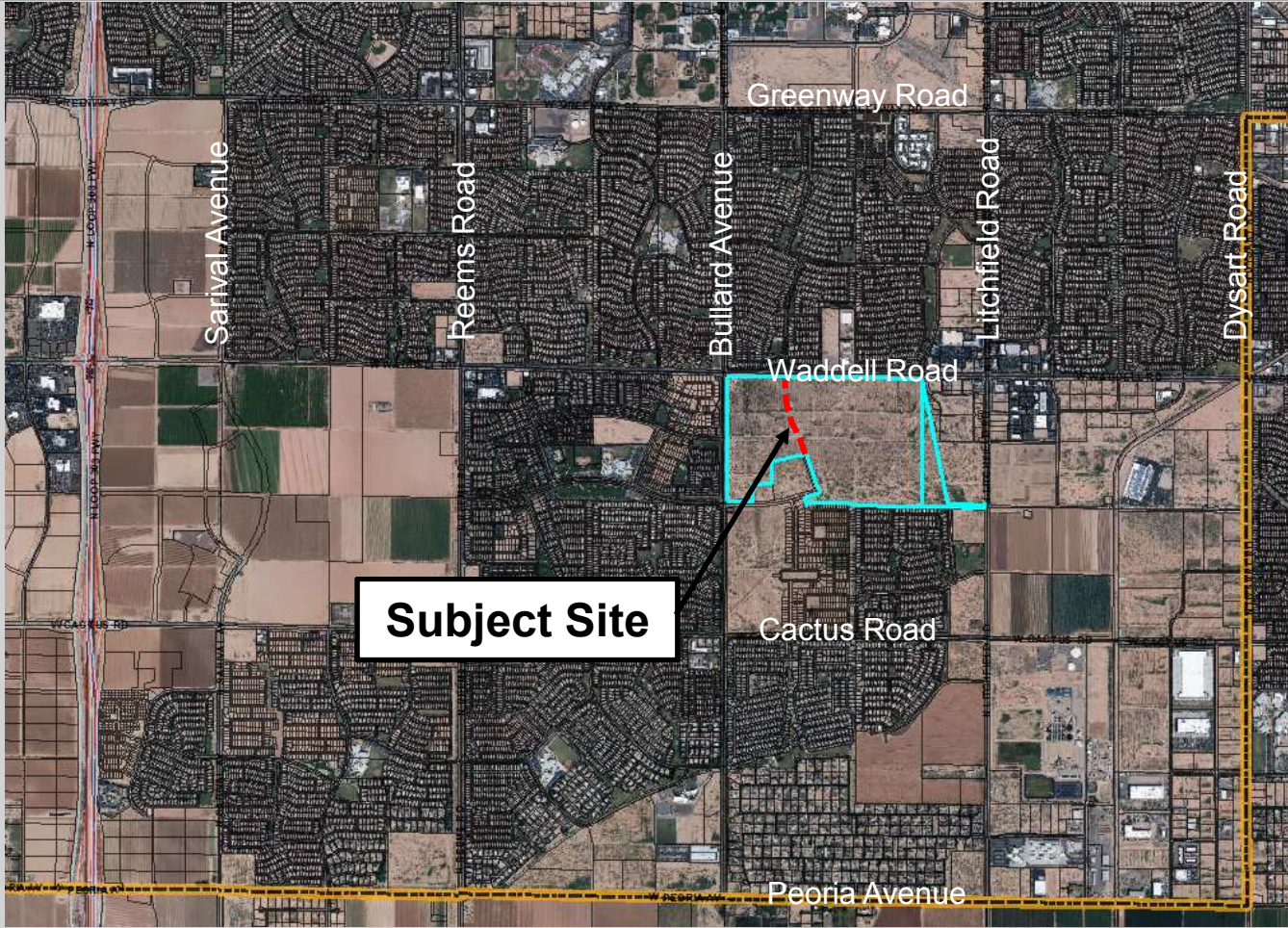
Summary:

The proposed Map of Dedication is one (1) of three (3) Maps of Dedication related to Marley Park Phase 4 & 5. Approval of the subject MOD will allow the city to issue the infrastructure permit necessary for the applicant to begin construction of this roadway. The proposed MOD is consistent with the Marley Park PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

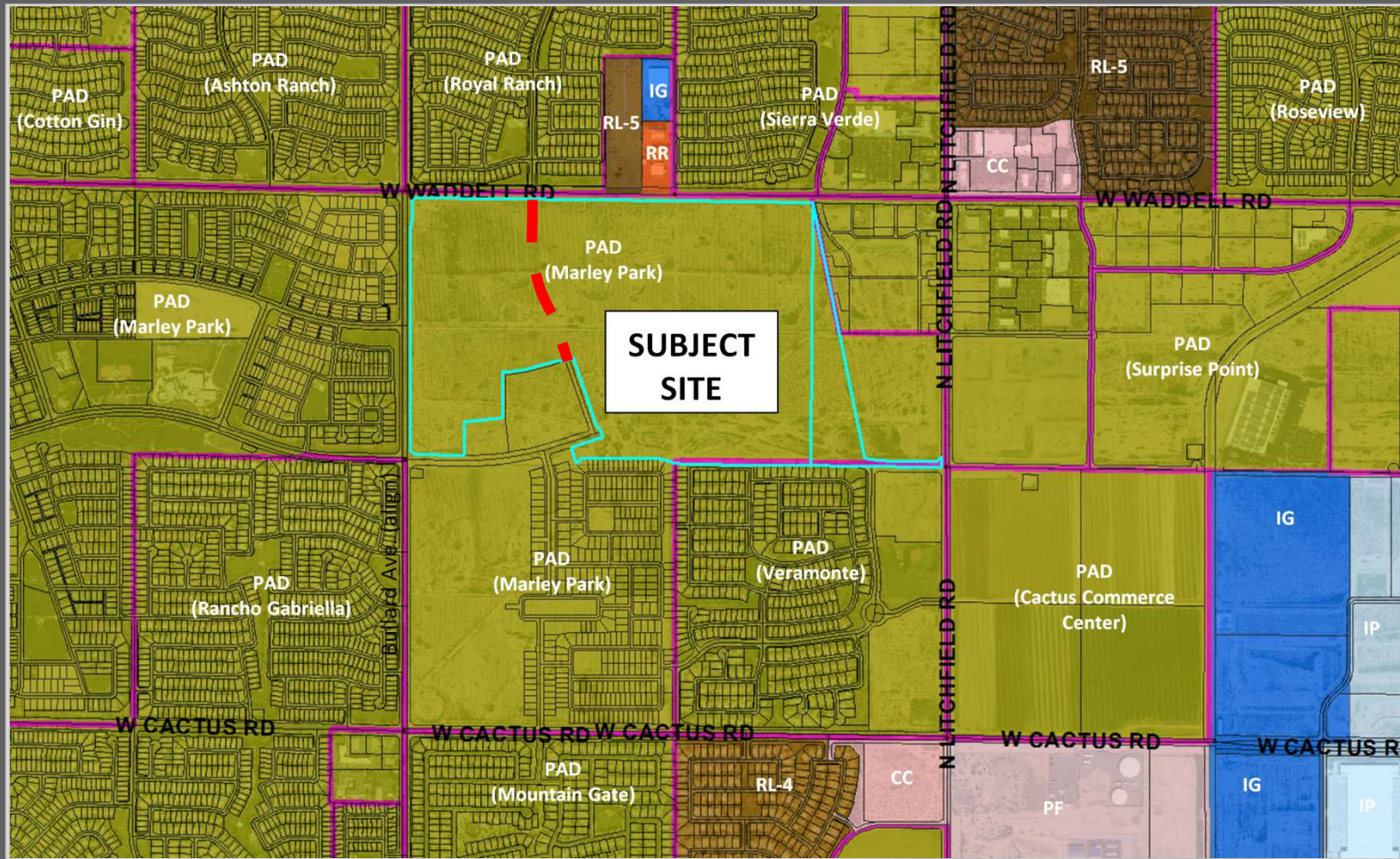
Findings:

- The proposed Map of Dedication is consistent with the Marley Park PAD.
- The proposed Map of Dedication is consistent with the Marley Park Phase 4 & 5 Preliminary Plat.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

113	<u>Attachments:</u>
114	
115	01 Case Map
116	02 Vicinity Map
117	03 Map of Dedication



FS17-601 Vicinity Map



FS17-601 Case Map



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY PUBLISH THIS MAP OF DEDICATION AS AND FOR "NORTH 144TH DRIVE AND NORTH 145TH AVENUE", LOCATED IN THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND THAT EACH STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF SURPRISE, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS MAP OF DEDICATION AS "RIGHT-OF-WAY" OR "RW" FOR USE AS PUBLIC RIGHT-OF-WAY, EFFECTIVE UPON THE CONSTRUCTION AND ACCEPTANCE BY THE CITY OF SURPRISE OF THE PUBLIC STREET IMPROVEMENTS TO BE LOCATED THEREIN. ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY HEREBY DEDICATED OR GRANTED 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 OF SURPRISE MANIFESTS ITS ACCEPTANCE OF SUCH IMPROVEMENTS BY SEPARATE FORMAL COUNCIL ACTION. NOTWITHSTANDING THE FOREGOING, OWNER HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION) BETWEEN OWNER AND THE CITY OF SURPRISE.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF (A) THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND (B) JUNE 30, 2029.

OWNER HEREBY RESERVES TO ITSELF AND GRANTS TO THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL NON-EXCLUSIVE EASEMENT UNDER, OVER, UPON AND ACROSS THE PUBLIC RIGHTS-OF-WAY HEREBY DEDICATED, FOR PURPOSES OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ANY PUBLIC OR PRIVATE FIBER OPTICS OR TELECOMMUNICATIONS FACILITIES WHICH DO NOT REQUIRE A FRANCHISE LICENSE UNDER APPLICABLE LAW; PROVIDED, HOWEVER, THAT THE INSTALLATION OF SUCH FACILITIES SHALL BE UNDERTAKEN ONLY UPON THE ISSUANCE BY THE CITY OF SUCH AUTHORIZATIONS OR PERMITS AS MAY BE REQUIRED FOR SUCH INSTALLATION, AND THAT ANY CONSTRUCTION OR MAINTENANCE ACTIVITIES SHALL BE UNDERTAKEN ONLY UPON THE ISSUANCE BY THE CITY OF ANY NECESSARY ENCROACHMENT PERMIT. ALL FIBER OPTICS OR TELECOMMUNICATIONS FACILITIES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY SUCH FACILITY WITHIN SUCH EASEMENT, THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, TO USE SUCH EASEMENT); AT ITS SOLE EXPENSE, SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT, 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 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 MAP OF DEDICATION.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS MAP OF DEDICATION, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS MAP OF DEDICATION, HAS CONSENTED TO OR JOINED IN THIS MAP OF DEDICATION AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH MERITAGE HOMES OF ARIZONA, INC. WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS MAP OF DEDICATION IS RECORDED.

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE 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 HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION.

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.

OWNER HEREBY GRANTS TO THE PUBLIC A NONEXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

IN WITNESS WHEREOF, MERITAGE HOMES OF ARIZONA, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2018.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____

ITS: _____

MAP OF DEDICATION FOR NORTH 144TH DRIVE AND NORTH 145TH AVENUE BEING A PORTION OF LOT 2B, MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION, RECORDED IN BOOK 1298, PAGE 16, MARICOPA COUNTY RECORDS AND LOCATED WITHIN SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

RIGHT-OF-WAY TABLE

TRACT AREA TABLE			
TRACT NAME	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
NORTH 144TH DRIVE AND NORTH 145TH AVENUE	159,540	3.6625	RIGHT-OF-WAY

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018,
BY _____, THE _____ OF IN WITNESS WHEREOF, MERTAGE HOMES OF
ARIZONA, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER
THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RATIFICATION AND APPROVAL

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES,
AFFIRMS AND APPROVES THIS MAP OF DEDICATION FOR "NORTH 144TH DRIVE AND NORTH 145TH AVENUE" AND THE
RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY
THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2018.

THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS ____ DAY OF _____, 2018, BY _____, THE _____ OF THE HOMESTEAD AT MARLEY PARK
COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

APPROVALS

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED
THIS ____ DAY OF _____, 2018, BY THE CITY
ENGINEER OF SURPRISE, ARIZONA.

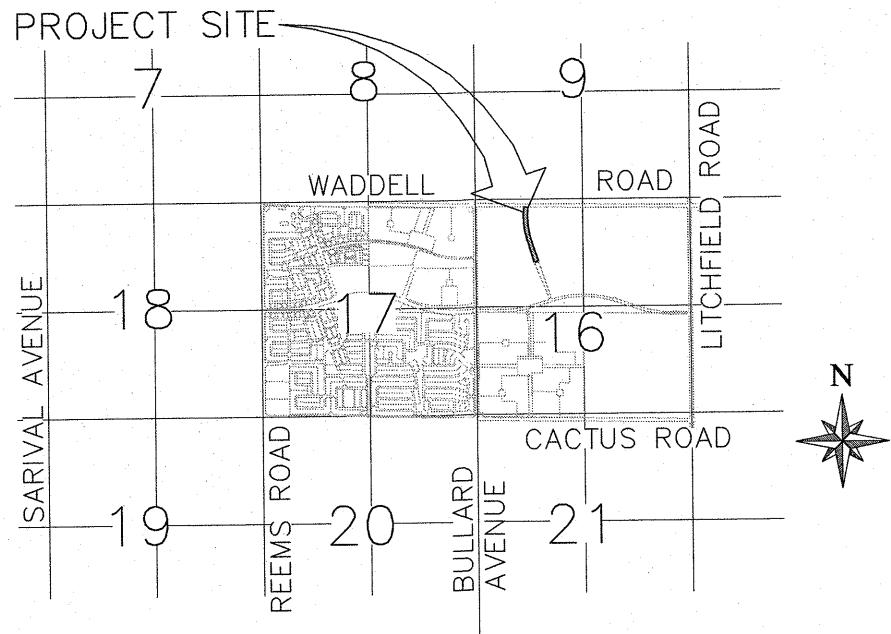
CITY ENGINEER _____ DATE _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE,
ARIZONA, THIS ____ DAY OF _____, 2018.

MAYOR _____ DATE _____

ATTEST:

CITY CLERK _____ DATE _____



VICINITY MAP
N.T.S.

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA, INC., OR ANY SUBSEQUENT OWNER OF ANY LEGAL OR BENEFICIAL INTEREST IN ANY PARCEL DEPICTED ON THIS MAP OF DEDICATION OR ANY DIVISION THEREOF AS MAY BE CREATED BY A SUBSEQUENT RECORDED INSTRUMENT, HEREBY AGREES UPON ACCEPTING SUCH OWNERSHIP TO RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST AS SHOWN ON THE MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, RECORDED IN BOOK 839, PAGE 39, M.C.R.

NOTES

- THIS MAP OF DEDICATION 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, EXCEPT 69 kv OVERHEAD.
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS REFERENCED HEREIN EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PAVING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES, SUBJECT TO THE TERMS AND PROVISIONS OF (A) THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN MERITAGE HOMES OF ARIZONA, INC. AND THE CITY OF SURPRISE RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ON NOVEMBER 3, 2000, AS INSTRUMENT NO. 2000-0849683, AS AMENDED FROM TIME TO TIME, AND (B) THE APPROVED PAD PLAN (AS DEFINED IN SAID PRE-ANNEXATION AND DEVELOPMENT AGREEMENT), AS AMENDED FROM TIME TO TIME.
- RIGHTS-OF-WAY AND EASEMENTS OUTSIDE THE MAP OF DEDICATION BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY; NO WARRANTY IS EXPRESSED OR IMPLIED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- THE PROPERTY DEPICTED ON THE MAP OF DEDICATION IS LOCATED WITHIN AN AREA DESIGNATED AS OTHER FLOOD AREAS ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 1660L AND 1680L, 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 MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE MONUMENT REPRESENTING THE NORTHWEST CORNER OF SECTION 16, T. 3N., R. 1W. APPEARS TO HAVE BEEN REPLACED DURING THE CONSTRUCTION OF WADDELL ROAD. IT APPEARS TO HAVE BEEN RESET 0.33' EAST OF ITS HISTORICAL POSITION. SINCE THE HISTORICAL POSITION WAS A CONTROLLING MONUMENT FOR NORTH BULLARD AVENUE AND WEST WADDELL ROAD (BK. 579, PG.05; BK. 586, PG. 04; BK. 699, PG. 29; BK.795, PG. 47; BK. 839, PG. 39; BK. 1211, PG.27), WOOD/PATEL IS HOLDING THE HISTORICAL POSITION FOR THIS SURVEY.
- PURSUANT TO ARS § 4-211102, 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.

MAP OF DEDICATION CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JULY OF 2017; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Thomas R. Gettings
THOMAS R. GETTINGS
ARIZONA REGISTERED LAND SURVEYOR, #27239
WOOD, PATEL & ASSOCIATES, INC. 2051 WEST
NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

DATE 2-15-18

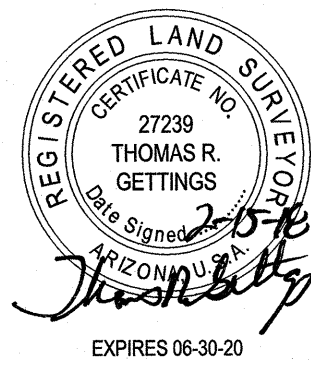
WOOD/PATEL
MISSION: CLIENT SERVICE ®
(602) 335-8500
WWW.WOODPATEL.COM

MAP OF DEDICATION
NORTH 144TH DRIVE AND NORTH 145TH AVENUE



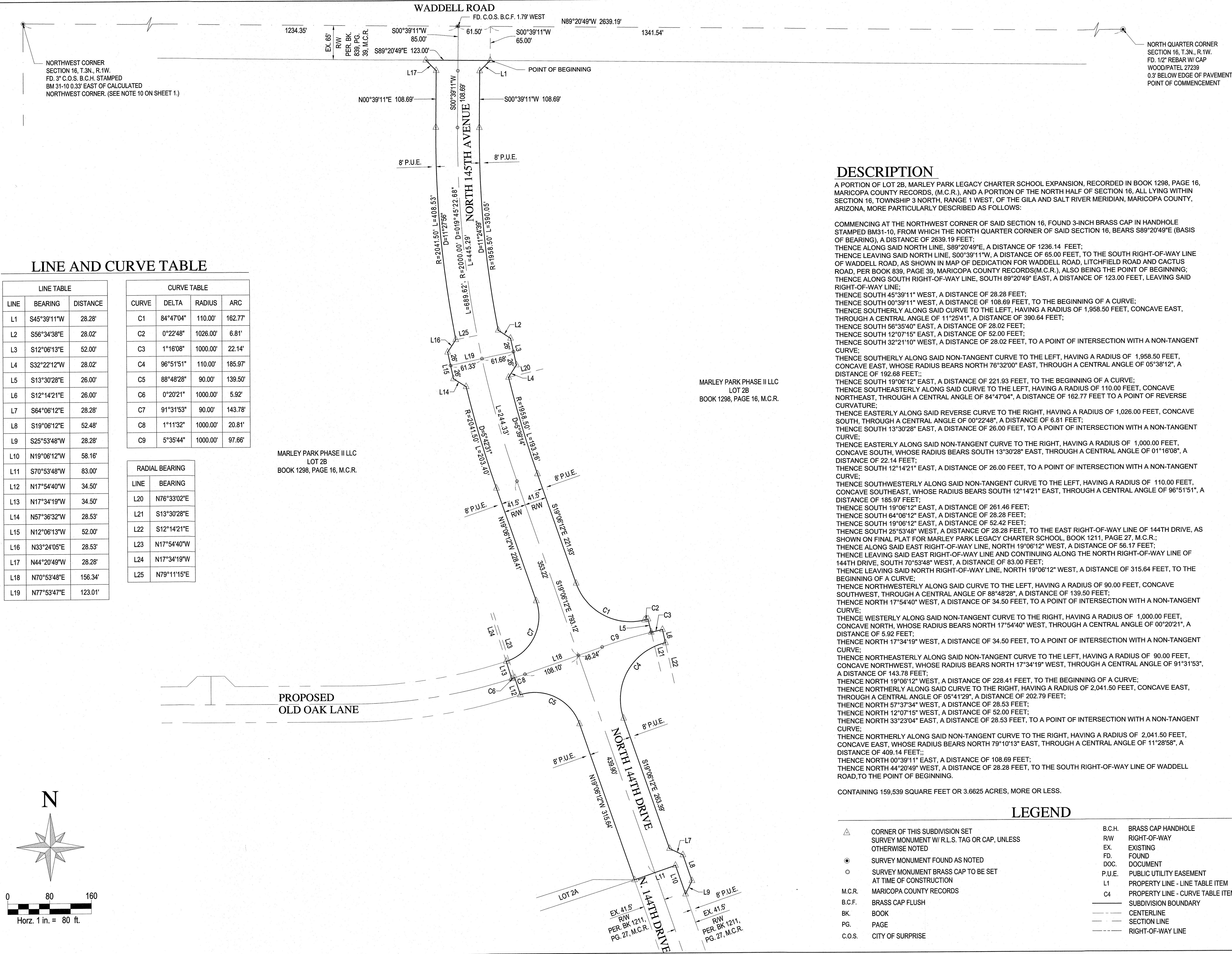
CHECKED BY	BJD/TRG
CAD TECHNICIAN	JKP
SCALE	N.T.S.
DATE	02/14/2018
JOB NUMBER	WP# 174632
SHEET	1 OF 2

Z:\2017\174632-Survey\Files\4632-1.MXD.dwg



CHECKED BY BJD/TRG
CAD TECHNICIAN JKP
SCALE 1" = 80'
DATE 02/14/2018
JOB NUMBER WP# 174632
SHEET 2 OF 2

Z:\2017\174632\Survey\PM\174632.MXD.dwg



DESCRIPTION

A PORTION OF LOT 2B, MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION, RECORDED IN BOOK 1298, PAGE 16, MARICOPA COUNTY RECORDS, (M.C.R.), AND A PORTION OF THE NORTH HALF OF SECTION 16, ALL LYING WITHIN SECTION 16, TOWNSHIP 3 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 SECTION 16, FOUND 3-INCH BRASS CAP IN HANDHOLE STAMPED BM31-10, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 16, BEARS S89°20'49"E (BASIS OF BEARING), A DISTANCE OF 2639.19 FEET;
THENCE ALONG SAID NORTH LINE, S89°20'49"E, A DISTANCE OF 1236.14 FEET;
THENCE LEAVING SAID NORTH LINE, S00°39'11"W, A DISTANCE OF 65.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, PER BOOK 839, PAGE 39, MARICOPA COUNTY RECORDS(M.C.R.), ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SOUTH RIGHT-OF-WAY LINE, SOUTH 89°20'49" EAST, A DISTANCE OF 123.00 FEET, LEAVING SAID RIGHT-OF-WAY LINE;
THENCE SOUTH 45°39'11" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 00°39'11" WEST, A DISTANCE OF 108.69 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,958.50 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 11°25'41", A DISTANCE OF 390.64 FEET;
THENCE SOUTH 56°35'40" EAST, A DISTANCE OF 28.02 FEET;
THENCE SOUTH 12°07'15" EAST, A DISTANCE OF 52.00 FEET;
THENCE SOUTH 32°21'10" WEST, A DISTANCE OF 28.02 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,958.50 FEET, CONCAVE EAST, WHOSE RADIUS BEARS NORTH 76°32'00" EAST, THROUGH A CENTRAL ANGLE OF 05°38'12", A DISTANCE OF 192.68 FEET;
THENCE SOUTH 19°06'12" EAST, A DISTANCE OF 221.93 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE NORTHEAST, THROUGH A CENTRAL ANGLE OF 84°47'04", A DISTANCE OF 162.77 FEET TO A POINT OF REVERSE CURVATURE;
THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1,026.00 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 00°22'48", A DISTANCE OF 6.81 FEET;
THENCE SOUTH 13°30'28" EAST, A DISTANCE OF 26.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,000.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 13°30'28" EAST, THROUGH A CENTRAL ANGLE OF 01°16'08", A DISTANCE OF 22.14 FEET;
THENCE SOUTH 12°14'21" EAST, A DISTANCE OF 26.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, CONCAVE SOUTHEAST, WHOSE RADIUS BEARS SOUTH 12°14'21" EAST, THROUGH A CENTRAL ANGLE OF 96°51'51", A DISTANCE OF 185.97 FEET;
THENCE SOUTH 19°06'12" EAST, A DISTANCE OF 261.46 FEET;
THENCE SOUTH 64°06'12" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 19°06'12" EAST, A DISTANCE OF 52.42 FEET;
THENCE SOUTH 25°53'48" WEST, A DISTANCE OF 28.28 FEET, TO THE EAST RIGHT-OF-WAY LINE OF 144TH DRIVE, AS SHOWN ON FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL, BOOK 1211, PAGE 27, M.C.R.;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 19°06'12" WEST, A DISTANCE OF 56.17 FEET;
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 144TH DRIVE, SOUTH 70°53'48" WEST, A DISTANCE OF 83.00 FEET;
THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 19°06'12" WEST, A DISTANCE OF 315.64 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 88°48'28", A DISTANCE OF 139.50 FEET;
THENCE NORTH 17°54'40" WEST, A DISTANCE OF 34.50 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,000.00 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 17°54'40" WEST, THROUGH A CENTRAL ANGLE OF 00°20'21", A DISTANCE OF 5.92 FEET;
THENCE NORTH 17°34'19" WEST, A DISTANCE OF 34.50 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE NORTHWEST, WHOSE RADIUS BEARS NORTH 17°34'19" WEST, THROUGH A CENTRAL ANGLE OF 91°31'53", A DISTANCE OF 143.78 FEET;
THENCE NORTH 19°06'12" WEST, A DISTANCE OF 228.41 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,041.50 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 05°41'29", A DISTANCE OF 202.79 FEET;
THENCE NORTH 57°37'34" WEST, A DISTANCE OF 28.53 FEET;
THENCE NORTH 12°07'15" WEST, A DISTANCE OF 52.00 FEET;
THENCE NORTH 33°23'04" EAST, A DISTANCE OF 28.53 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,041.50 FEET, CONCAVE EAST, WHOSE RADIUS BEARS NORTH 79°10'13" EAST, THROUGH A CENTRAL ANGLE OF 11°28'58", A DISTANCE OF 409.14 FEET;;
THENCE NORTH 00°39'11" EAST, A DISTANCE OF 108.69 FEET;
THENCE NORTH 44°20'49" WEST, A DISTANCE OF 28.28 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, TO THE POINT OF BEGINNING.

CONTAINING 159,539 SQUARE FEET OR 3.6625 ACRES, MORE OR LESS.

LEGEND

△	CORNER OF THIS SUBDIVISION SET	B.C.H.	BRASS CAP HANDHOLE
—●—	SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	R/W	RIGHT-OF-WAY
●	SURVEY MONUMENT FOUND AS NOTED	EX.	EXISTING
○	SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION	FD.	FOUND
M.C.R.	MARICOPA COUNTY RECORDS	DOC.	DOCUMENT
B.C.F.	BRASS CAP FLUSH	P.U.E.	PUBLIC UTILITY EASEMENT
BK.	BOOK	L1	PROPERTY LINE - LINE TABLE ITEM
PG.	PAGE	C4	PROPERTY LINE - CURVE TABLE ITEM
C.O.S.	CITY OF SURPRISE	---	SUBDIVISION BOUNDARY
		---	CENTERLINE
		---	SECTION LINE
		---	RIGHT-OF-WAY LINE

LINE AND CURVE TABLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°39'11"W	28.28'
L2	S56°34'38"E	28.02'
L3	S12°06'13"E	52.00'
L4	S32°22'12"W	28.02'
L5	S13°30'28"E	26.00'
L6	S12°14'21"E	26.00'
L7	S64°06'12"E	28.28'
L8	S19°06'12"E	52.48'
L9	S25°53'48"W	28.28'
L10	N19°06'12"W	58.16'
L11	S70°53'48"W	83.00'
L12	N17°54'40"W	34.50'
L13	N17°34'19"W	34.50'
L14	N57°36'32"W	28.53'
L15	N12°06'13"W	52.00'
L16	N33°24'05"E	28.53'
L17	N44°20'49"W	28.28'
L18	N70°53'48"E	156.34'
L19	N77°53'47"E	123.01'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	84°47'04"	110.00'	162.77'
C2	0°22'48"	1026.00'	6.81'
C3	1°16'08"	1000.00'	22.14'
C4	96°51'51"	110.00'	185.97'
C5	88°48'28"	90.00'	139.50'
C6	0°20'21"	1000.00'	5.92'
C7	91°31'53"	90.00'	143.78'
C8	1°11'32"	1000.00'	20.81'
C9	5°35'44"	1000.00'	97.66'

RADIAL BEARING	
LINE	BEARING
L20	N76°33'02"E
L21	S13°30'28"E
L22	S12°14'21"E
L23	N17°54'40"W
L24	N17°34'19"W
L25	N79°11'15"E

MARLEY PARK PHASE II LLC
LOT 2B
BOOK 1298, PAGE 16, M.C.R.

MARLEY PARK PHASE II LLC
LOT 2B
BOOK 1298, PAGE 16, M.C.R.

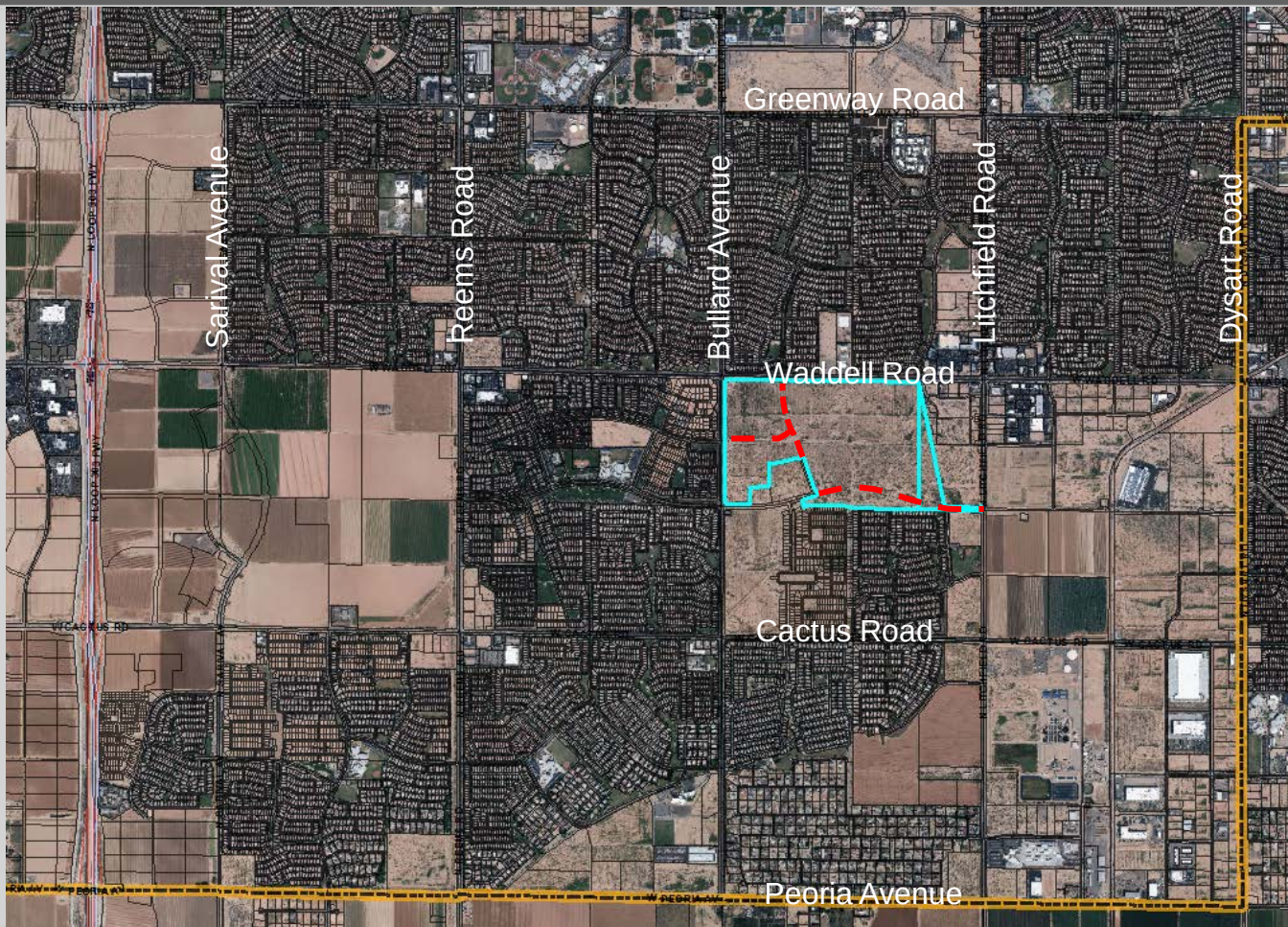


SURPRISE

ARIZONA

- FS17-584 Sweetwater Ave MOD
- FS17-601 144th Dr / 145th Ave MOD
- FS17-618 Old Oak Ln MOD

City Council
March 20, 2018



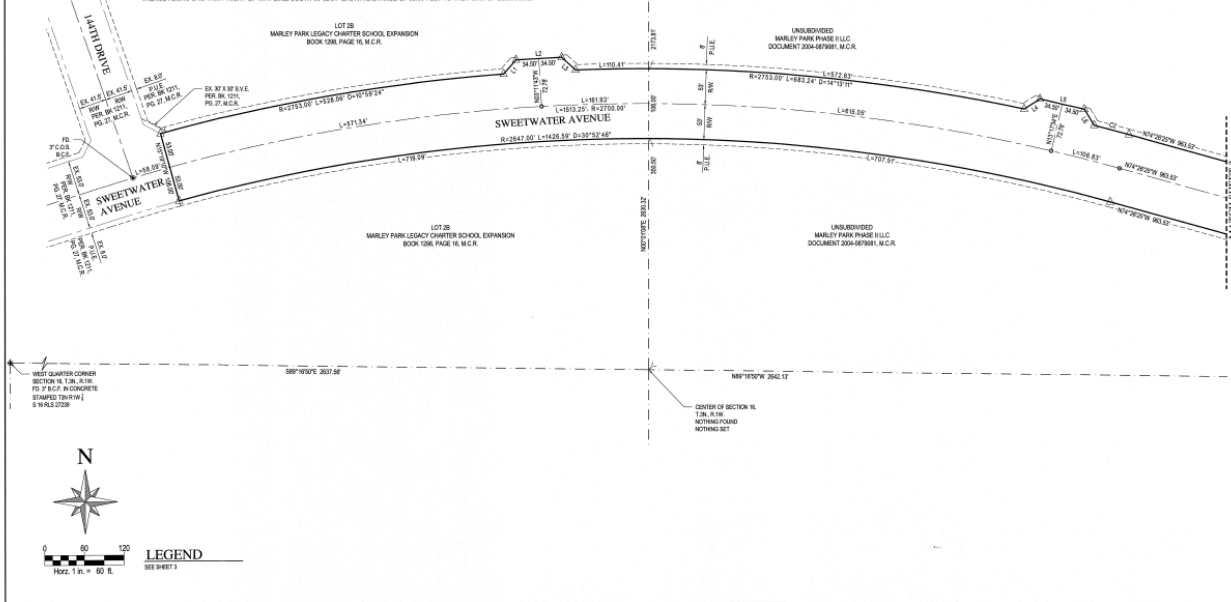
Vicinity Map



DESCRIPTION

A PARCELS OF LAND LYING WITHIN THE NORTH HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 16, A 1/4 SECTION CITY OF SURPRISE BRIDGE CIP IN WINDHOLE SAID SECTION BEARS N07°20'10"W BEARING A DISTANCE OF 263.42 FEET.
THENCE LEAVING SAID EAST LINE, N81°15'50"W, A DISTANCE OF 58.80 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, PER BOOK 835, PAGE 39, MARICOPA COUNTY RECORDS (C.A.), ALSO BEING THE POINT OF BEGINNING.
THENCE CONTINUE NORTH 89°18'50" WEST, A DISTANCE OF 89.35 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,015.81 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 13°48'50" EAST, THROUGH A CENTRAL ANGLE OF 91°47'50", A DISTANCE OF 84.25 FEET.
THENCE NORTH 14°02'50" WEST, A DISTANCE OF 88.50 FEET, TO THE BEGINNING OF A CURVE.
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,647.55 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 90°50'00", A DISTANCE OF 1,428.84 FEET, TO THE EAST RIGHT-OF-WAY OF SWEETWATER AVENUE, AS SHOWN IN FINAL PLAN FOR MARLEY PARK LEGACY CHARTER SCHOOL, PER BOOK 121, PAGE 27, M.C.R.
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 17°10'10" WEST, A DISTANCE OF 106.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE LEAVING SAID RIGHT-OF-WAY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,753.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 19°19'10" EAST, THROUGH A CENTRAL ANGLE OF 10°52'24", A DISTANCE OF 35.81 FEET.
THENCE NORTH 41°20'50" EAST, A DISTANCE OF 35.31 FEET.
THENCE NORTH 40°00'17" EAST, A DISTANCE OF 88.80 FEET.
THENCE SOUTH 47°43'50" EAST, A DISTANCE OF 28.31 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,753.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 10°20'50" EAST, THROUGH A CENTRAL ANGLE OF 14°13'11", A DISTANCE OF 88.24 FEET.
THENCE NORTH 40°49'40" EAST, A DISTANCE OF 28.31 FEET.
THENCE SOUTH 14°43'50" EAST, A DISTANCE OF 28.31 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,753.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 14°29'50" WEST, THROUGH A CENTRAL ANGLE OF 01°10'50", A DISTANCE OF 34.42 FEET.
THENCE SOUTH 14°02'50" EAST, A DISTANCE OF 88.50 FEET TO THE BEGINNING OF A CURVE.
THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,547.80 FEET, CONCAVE NORTH, THROUGH A CENTRAL ANGLE OF 14°40'50", A DISTANCE OF 34.50 FEET.
THENCE SOUTH 89°18'50" EAST, A DISTANCE OF 30.42 FEET.
THENCE NORTH 40°02'10" EAST, A DISTANCE OF 8.18 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD.
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 07°02'34" EAST, A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING.



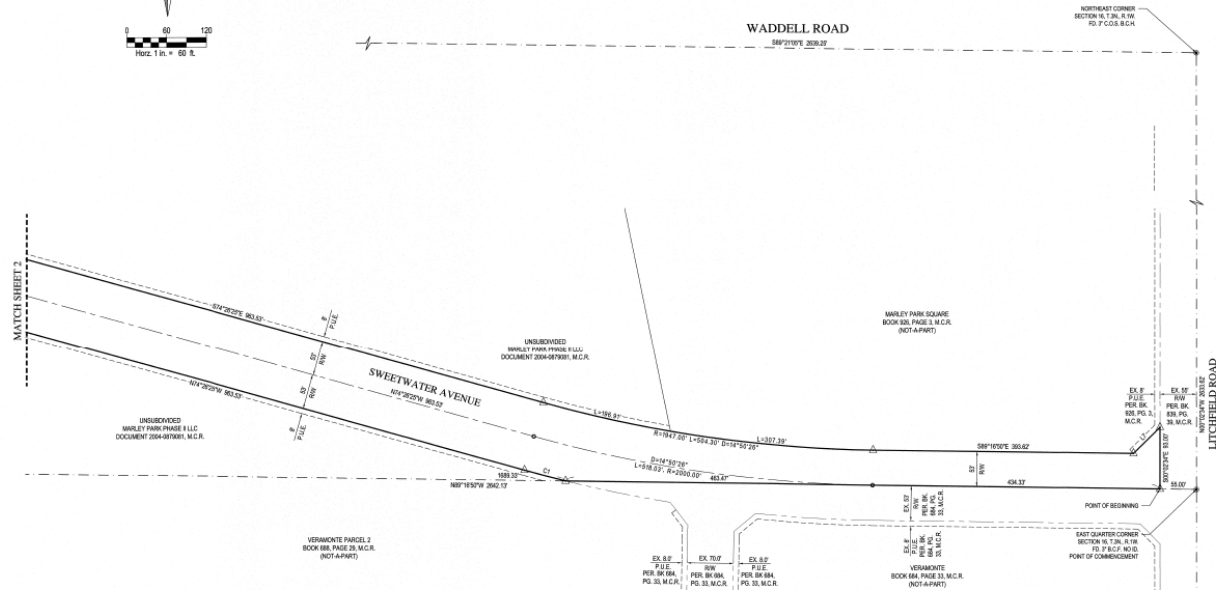
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MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5



CHECKED BY: CATHY
DATE: 11-10-07
SHEET: 2 OF 3

FS17-584 Sweetwater MOD



DESCRIPTION

SEE SHEET 2

LEGEND

△	CORNER OF THIS SUBDIVISION SET	RW	RIGHT-OF-WAY
●	SURVEY MONUMENT WITH I.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	EX	EXISTING
○	SURVEY MONUMENT FOUND AS NOTED	FD	FOUND
□	SURVEY MONUMENT FOUND AS NOTED	DOC	DOCUMENT
—	AT TIME OF CONSTRUCTION	L1	PROPERTY LINE - LINE TABLE ITEM
---	MARKED COUNTY RECORDS	CA	PROPERTY LINE - CURVE TABLE ITEM
---	BRASS CAP FLUSH	---	SUBDIVISION BOUNDARY
---	BOOK	---	CONTINUING
---	PAGE	---	SECTION LINE
---	CITY OF BARRISSE	---	RIGHT-OF-WAY LINE
---	BRASS CAP WAREHOUSE	---	PUBLIC UTILITY EASEMENT
---	PUBLIC UTILITY EASEMENT	---	
---	RIGHT VISIBILITY EASEMENT	---	

LINE AND CURVE TABLE

LINE TABLE		CURVE TABLE		
LINE	BEARING	CURVE	DELTA	RADIUS
L1	N41°22'30"E	C1	1°47'38"	2000.00'
L2	N41°42'17"E	C2	1°27'58"	2700.00'
L3	S41°42'39"E			
L4	N41°42'17"E			
L5	S41°42'39"E			
L6	S41°42'39"E			
L7	N41°22'30"E			

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MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5



ORDERED BY: CHITRA
CITY OF BARRISSE
DATE: 11/01/24
JOB NUMBER: 174652
SHEET: 3 OF 3

FS17-584 Sweetwater MOD

FS17-601 144th Dr/145th Ave

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MAP OF DEDICATION
NORTH 144TH DRIVE AND NORTH 145TH AVENUE



CHECKED BY: [Signature]
DATE: 02/16/18
JOB NUMBER: 17-1180
SHEET: 2 OF 2

DESCRIPTION

A PORTION OF LOT 28, MARLEY PARK LEGACY CHARTER SCHOOL, EXPANSION, RECORDED IN BOOK 128, PAGE 16, MARICOPA COUNTY RECORDS, M.C.R. #, AND A PORTION OF THE NORTH HALF OF SECTION 16, ALL LYING WITHIN SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND GALT TOWNS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, FOUND 3-INCH BRASS CAP IN HANDSHELF, STAMPED 1891-18, FROM WHENCE THE NORTH-QUARTER CORNER OF SAID SECTION 16 BEARS 38°23'01" E, BASIS OF BEARING, A DISTANCE OF 263.14 FEET;
THENCE ALONG SAID NORTH LINE, 38°23'01" E, A DISTANCE OF 88.16 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LOT 30 OF ROAD AND CACTUS ROAD, REEL BOOK 68, PAGE 38, MARICOPA COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SOUTH RIGHT-OF-WAY LINE, SOUTH 89°24'46" EAST, A DISTANCE OF 123.02 FEET, LEAVING SAID RIGHT-OF-WAY LINE;
THENCE SOUTH 49°31'11" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 97°31'11" WEST, A DISTANCE OF 108.93 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 17°29'41", A DISTANCE OF 386.84 FEET;
THENCE SOUTH 56°28'47" EAST, A DISTANCE OF 25.02 FEET;
THENCE SOUTH 17°21'18" EAST, A DISTANCE OF 52.50 FEET;
THENCE SOUTH 32°21'18" WEST, A DISTANCE OF 38.02 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE EAST, WHOSE RADIUS BEARS NORTH 19°23'01" EAST, THROUGH A CENTRAL ANGLE OF 50°38'12", A DISTANCE OF 162.88 FEET;
THENCE SOUTH 19°23'01" EAST, A DISTANCE OF 22.13 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 162.77 FEET, CONCAVE NORTHWEST, THROUGH A CENTRAL ANGLE OF 84°47'04", A DISTANCE OF 162.77 FEET TO A POINT OF REVERSE CURVATURE;
THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 97°22'41", A DISTANCE OF 4.81 FEET;
THENCE SOUTH 17°30'29" EAST, A DISTANCE OF 30.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 17°30'29" EAST, THROUGH A CENTRAL ANGLE OF 97°18'09", A DISTANCE OF 32.14 FEET;
THENCE SOUTH 12°42'07" EAST, A DISTANCE OF 26.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE SOUTHWEST, WHOSE RADIUS BEARS SOUTH 17°41'11" EAST, THROUGH A CENTRAL ANGLE OF 96°51'51", A DISTANCE OF 165.87 FEET;
THENCE SOUTH 19°24'12" EAST, A DISTANCE OF 26.41 FEET;
THENCE SOUTH 19°24'12" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 19°24'12" WEST, A DISTANCE OF 38.28 FEET, TO THE EAST RIGHT-OF-WAY LINE OF 144TH DRIVE, AS SHOWN IN MAP OF DEDICATION FOR MARLEY PARK LEGACY CHARTER SCHOOL, BOOK 121, PAGE 17, M.C.R. #;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 11°09'19" WEST, A DISTANCE OF 85.17 FEET;
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 144TH DRIVE, SOUTH 75°24'46" WEST, A DISTANCE OF 43.30 FEET;
THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 11°09'19" WEST, A DISTANCE OF 315.84 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 84°48'28", A DISTANCE OF 138.36 FEET;
THENCE NORTH 17°44'41" WEST, A DISTANCE OF 34.84 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 17°44'41" WEST, THROUGH A CENTRAL ANGLE OF 97°29'41", A DISTANCE OF 130.75 FEET;
THENCE NORTH 17°34'19" WEST, A DISTANCE OF 34.84 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE NORTHWEST, WHOSE RADIUS BEARS NORTH 17°34'19" WEST, THROUGH A CENTRAL ANGLE OF 91°31'53", A DISTANCE OF 143.79 FEET;
THENCE NORTH 18°09'12" WEST, A DISTANCE OF 238.41 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,345.10 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 86°41'19", A DISTANCE OF 365.79 FEET;
THENCE NORTH 17°24'47" WEST, A DISTANCE OF 38.02 FEET;
THENCE NORTH 12°07'18" WEST, A DISTANCE OF 52.50 FEET;
THENCE NORTH 37°23'47" EAST, A DISTANCE OF 20.49 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,041.50 FEET, CONCAVE EAST, WHOSE RADIUS BEARS NORTH 79°17'14" EAST, THROUGH A CENTRAL ANGLE OF 11°28'59", A DISTANCE OF 438.14 FEET;
THENCE NORTH 49°31'11" EAST, A DISTANCE OF 108.93 FEET;
THENCE NORTH 49°31'11" WEST, A DISTANCE OF 28.28 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, TO THE POINT OF BEGINNING.

CONTAINING 198.58 SQUARE FEET OR 3/4 ACRES, MORE OR LESS.

LEGEND

- △ CORNER OF THIS SUBDIVISION SET
- SURVEY MONUMENT N.B. & T.S. OR CAP, UNLESS OTHERWISE NOTED
- ★ SURVEY MONUMENT FOUND AS NOTED
- SURVEY MONUMENT BRASS CAP TO BE SET AT THE TIME OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
- B.K. BRASS CAP FLUSH
- R.K. BRASS CAP FLUSH
- P.S. PAGE
- C.O.S. CITY OF SURPRISE
- B.C.H. BRASS CAP HANDSHELF
- R.W. RIGHT-OF-WAY
- EX. EXISTING
- F.S. FOUND
- D.O.C. DOCUMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L.I. PROPERTY LINE - LINE TABLE ITEM
- CA. CENTERLINE
- SECTION LINE
- RIGHT-OF-WAY LINE

LINE AND CURVE TABLE

LINE TABLE			CURVE TABLE		
LINE	BEARING	DISTANCE	CURVE	DELTA	RADIUS
L1	S46°30'17"W	38.28	C1	84°47'04"	1102.00
L2	S89°24'46"E	38.02	C2	87°22'41"	1028.00
L3	S12°06'18"E	52.50	C3	1°08'09"	1028.00
L4	S12°22'27"W	28.02	C4	96°51'51"	1102.00
L5	S17°30'29"E	38.00	C5	84°48'28"	90.00
L6	S14°02'14"E	26.00	C6	97°22'41"	1089.30
L7	S44°38'12"E	28.28	C7	81°31'53"	90.00
L8	S19°28'12"E	32.46	C8	1°17'32"	1089.30
L9	S29°34'07"W	38.00	C9	97°24'44"	1089.30
L10	N07°19'12"W	38.16	RADIAL BEARINGS		
L11	N07°33'47"W	52.00			
L12	N17°54'07"W	36.92	LINE BEARING		
L13	N17°34'19"W	36.92			
L14	N07°30'29"E	38.53	L21	S13°30'29"E	
L15	N12°18'13"W	52.90	L22	S12°14'21"E	
L16	N12°34'07"E	52.90	L23	N17°54'07"W	
L17	N44°28'09"W	28.28	L24	N17°34'19"W	
L18	N17°34'19"E	136.34	L25	N07°11'01"E	
L19	N07°34'19"E	123.01			

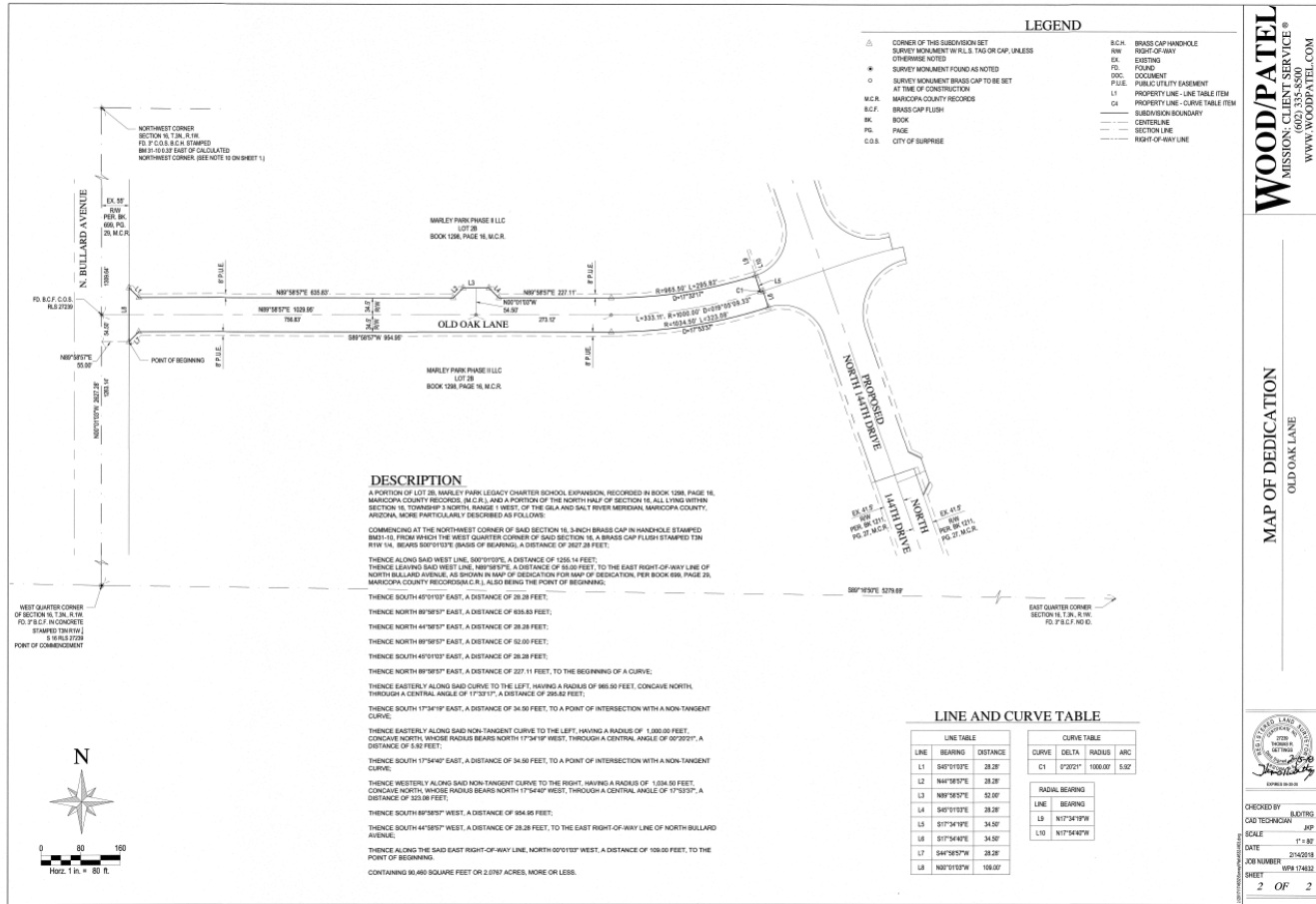
MARLEY PARK PHASE 3 LLC
LOT 28
BOOK 128, PAGE 16, M.C.R.

PROPOSED
OLD OAK LANE





FS17-618 Old Oak Ln MOD





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: March 9, 2018

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS17-601 Marley Park Phase 4 and 5 144 Ave MOD Dedication of Right of Way Valuation

The Value of the Right of Way associated with the Marley Park Phase 4 and 5 144th Ave MOD FS17-601 is \$797,700.00.

The area being dedicated as right-of-way is 159,540 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

+ [Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:		District:	6
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Consideration and action regarding a Map of Dedication for Old Oak Lane in Marley Park Phase 4 & 5 within the Marley Park PAD

Motion:

Motion to approve the requested Map of Dedication.

Background:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Map of Dedication (MOD) for Old Oak Lane, extending from 144th Drive to Bullard Avenue. Two (2) additional related Maps of Dedication are also under consideration this date, as is a related Preliminary Plat for Phase 4 & 5 of Marley Park.

Objective Analysis:

The proposed Map of Dedication is one (1) of three (3) Maps of Dedication related to Marley Park Phase 4 & 5. Approval of the subject MOD will allow the city to issue the infrastructure permit necessary for the applicant to begin construction of this roadway. The proposed MOD is consistent with the Marley Park PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Policy Compliant:

The requested Map of Dedication is consistent with the Marley Park PAD and advances the goals and policies of the General Plan.

Financial Impact:

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

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:

Click to download

- ☐ [00 - FS17-618 Old Oak Lane Map of Dedication - Staff Report](#)
 - ☐ [01 - FS17-618 Old Oak Lane Map of Dedication - Vicinity Map](#)
 - ☐ [02 - FS17-618 Old Oak Lane Map of Dedication - Case Map](#)
 - ☐ [03 - FS17-618 Old Oak Lane Map of Dedication](#)
 - ☐ [04 - FS17-618 Old Oak Lane Map of Dedication - Presentation](#)
 - ☐ [FS17-618 Old Oak Lane Right of Way Valuation](#)
-

MAP OF DEDICATION

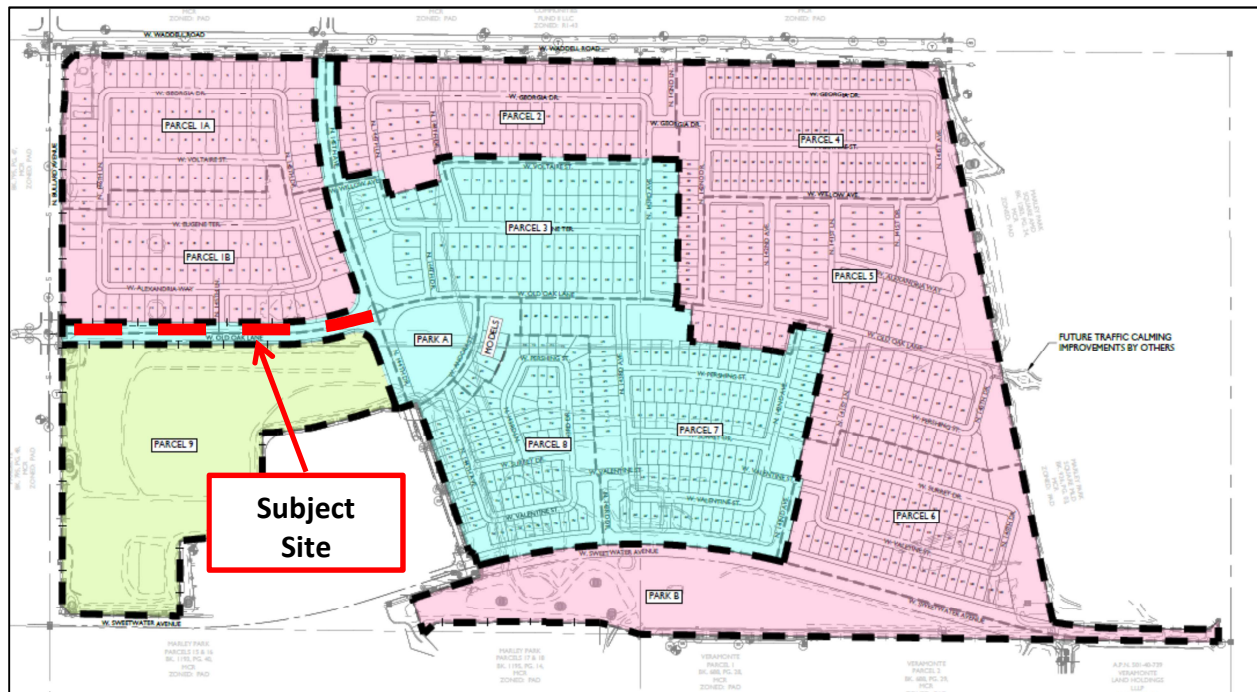
REPORT TO THE CITY COUNCIL

Case:	FS17-618
Project Name:	Map of Dedication for Old Oak Lane in Marley Park Phase 4 & 5
Council District:	6
City Council Date:	March 20, 2018
Planner:	Robert H. Kuhfuss, AICP
Owner:	Marley Park Phase II, LLC
Applicant:	Josh Hannon, EPS Group, Inc.
Request:	Map of Dedication for Old Oak Lane in Marley Park Phase 4 & 5 within the Marley Park PAD
Site Location:	Generally extending from 144 th Drive to Bullard Avenue
Site Size:	2.1 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Findings:	• The proposed Map of Dedication is consistent with the Marley Park PAD. • The proposed Map of Dedication is consistent with the Marley Park Phase 4 & 5 Preliminary Plat. • The proposed Map of Dedication is consistent with the applicable City of Surprise regulations. • The reviewing agencies have indicated no objections to the request.
Alternative Actions:	Approval of the requested Map of Dedication will allow the city to issue construction permits relating to the development of Sweetwater Avenue in support of Phase 4 & 5 of Marley Park. Denial of the requested Map of Dedication will deny the applicant the opportunity to develop the roadway.

Project Description:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Map of Dedication (MOD) for Old Oak Lane, extending from 144th Drive to Bullard Avenue. Two (2) additional related Maps of Dedication are also under consideration this date, as is a related Preliminary Plat for Phase 4 & 5 of Marley Park.

The following map, taken from the Phasing plan associated with the aforementioned Preliminary Plat, is annotated to depict the location of the subject MOD.



BACKGROUND:

October 25, 2000: The City Council approved the original Marley Park PAD under case PAD00-091.

September 26, 2002: The City Council approved a Major Amendment to the Marley Park PAD for the purpose of adding land mass to the PAD under case PADA02-104.

March 23, 2006: The City Council approved a Major Amendment to the Marley Park PAD for the purpose of addressing densities in the eastern portion of Marley Park.

September 27, 2017: The applicant filed for civil review of the Waddell Road Median Improvements and Landscaping under FS17-576, which is currently under review.

October 3, 2017: The applicant filed a request for a Map of Dedication (MOD) for Sweetwater Avenue under FS17-584. This MOD is scheduled for March 20, 2018 City Council.

October 12, 2017: The applicant filed a request for a MOD for 144th Drive / 145th Avenue under FS17-601. This MOD is scheduled for March 20, 2018 City Council.

October 19, 2017: The applicant filed a request for a MOD for Old Oak Lane under FS17-618, the subject case.

December 5, 2017: Staff met with the applicant to discuss the Phase 1 Final Plat at a regularly scheduled Concept Review meeting under CR17-702.

December 15, 2017: Staff met with the applicant to discuss the Phase 2 Final Plat at a regularly scheduled Concept Review meeting under CR17-716.

January 31, 2018: Staff approved a Minor Amendment to the Marley Park PAD under case FS17-699 for the purpose of reconfiguring land use and shifting density away from the 65 ldn.

February 15, 2018: The Planning and Zoning Commission voted to recommend approval of the related Preliminary Plat under case FS17-508, subject to stipulations “a” through “e”.

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who have indicated no objections to the request.

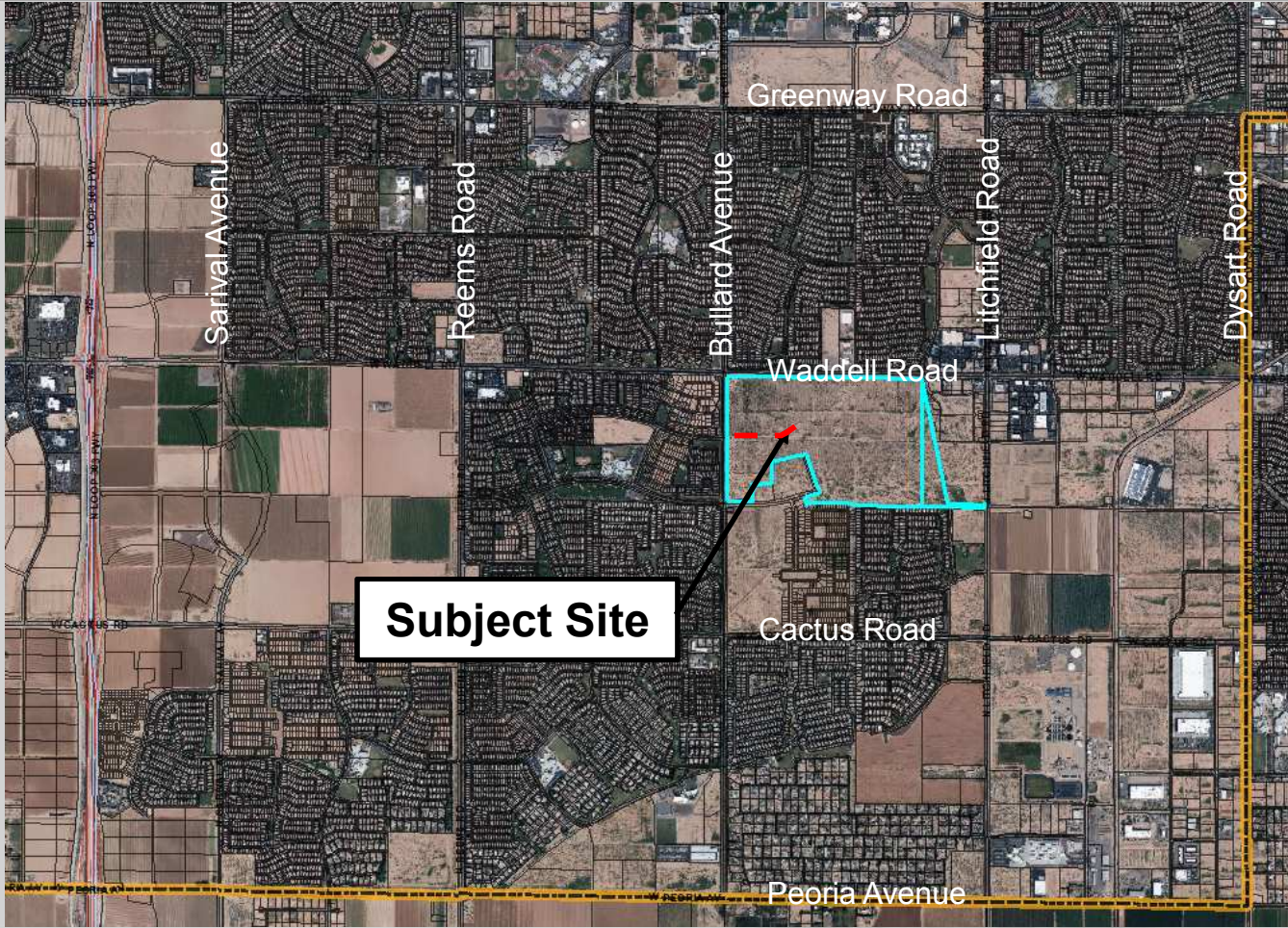
Summary:

The proposed Map of Dedication is one (1) of three (3) Maps of Dedication related to Marley Park Phase 4 & 5. Approval of the subject MOD will allow the city to issue the infrastructure permit necessary for the applicant to begin construction of this roadway. The proposed MOD is consistent with the Marley Park PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

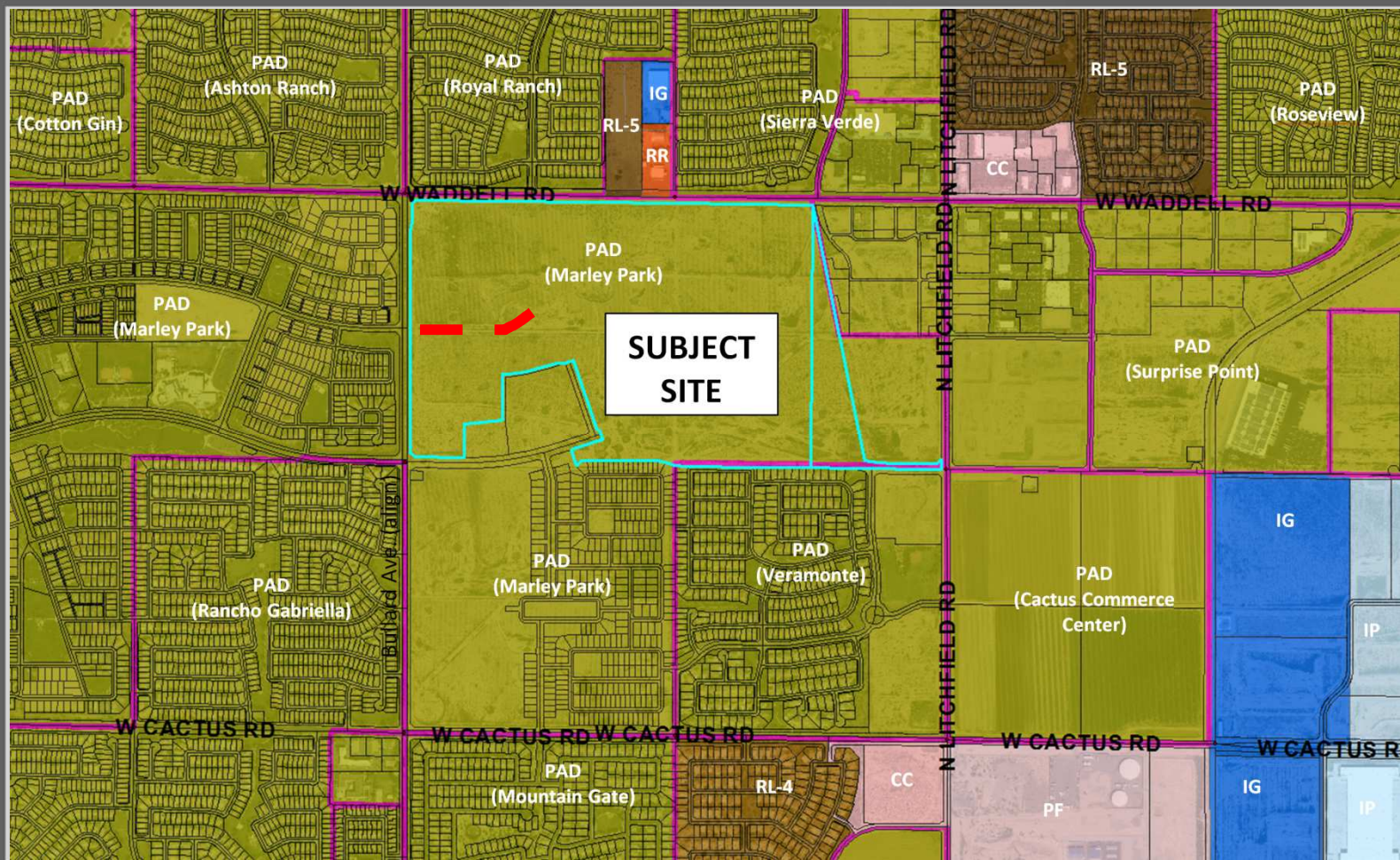
Findings:

- The proposed Map of Dedication is consistent with the Marley Park PAD.
- The proposed Map of Dedication is consistent with the Marley Park Phase 4 & 5 Preliminary Plat.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

- 112 **Attachments:**
- 113
- 114 01 Case Map
- 115 02 Vicinity Map
- 116 03 Map of Dedication



FS17-618 Vicinity Map



FS17-618 Case Map



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY PUBLISH THIS MAP OF DEDICATION AS AND FOR "OLD OAK LANE", LOCATED IN THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND THAT EACH STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF SURPRISE, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS MAP OF DEDICATION AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY, EFFECTIVE UPON THE CONSTRUCTION AND ACCEPTANCE BY THE CITY OF SURPRISE OF THE PUBLIC STREET IMPROVEMENTS TO BE LOCATED THEREIN. ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY HEREBY DEDICATED OR GRANTED 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 OF SURPRISE MANIFESTS ITS ACCEPTANCE OF SUCH IMPROVEMENTS BY SEPARATE FORMAL COUNCIL ACTION. NOTWITHSTANDING THE FOREGOING, OWNER HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION) BETWEEN OWNER AND THE CITY OF SURPRISE.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF (A) THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND (B) JUNE 30, 2029.

OWNER HEREBY RESERVES TO ITSELF AND GRANTS TO THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL NON-EXCLUSIVE EASEMENT UNDER, OVER, UPON AND ACROSS THE PUBLIC RIGHTS-OF-WAY HEREBY DEDICATED, FOR PURPOSES OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ANY PUBLIC OR PRIVATE FIBER OPTICS OR TELECOMMUNICATIONS FACILITIES WHICH DO NOT REQUIRE A FRANCHISE LICENSE UNDER APPLICABLE LAW; PROVIDED, HOWEVER, THAT THE INSTALLATION OF SUCH FACILITIES SHALL BE UNDERTAKEN ONLY UPON THE ISSUANCE BY THE CITY OF SUCH AUTHORIZATIONS OR PERMITS AS MAY BE REQUIRED FOR SUCH INSTALLATION, AND THAT ANY CONSTRUCTION OR MAINTENANCE ACTIVITIES SHALL BE UNDERTAKEN ONLY UPON THE ISSUANCE BY THE CITY OF ANY NECESSARY ENCROACHMENT PERMIT. ALL FIBER OPTICS OR TELECOMMUNICATIONS FACILITIES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY SUCH FACILITY WITHIN SUCH EASEMENT, THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT, 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 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 MAP OF DEDICATION.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS MAP OF DEDICATION, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS MAP OF DEDICATION, HAS CONSENTED TO OR JOINED IN THIS MAP OF DEDICATION AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH MERITAGE HOMES OF ARIZONA, INC. WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS MAP OF DEDICATION IS RECORDED.

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE 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 HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION.

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.

OWNER HEREBY GRANTS TO THE PUBLIC A NONEXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

IN WITNESS WHEREOF, MERITAGE HOMES OF ARIZONA, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2018.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____

ITS: _____

MAP OF DEDICATION FOR OLD OAK LANE

BEING A PORTION OF LOT 2B, MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION,
RECORDED IN BOOK 1298, PAGE 16, MARICOPA COUNTY RECORDS AND
LOCATED WITHIN SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

RIGHT-OF-WAY TABLE

TRACT AREA TABLE			
TRACT NAME	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
OLD OAK LANE	90,460	2.0767	RIGHT-OF-WAY

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018,
BY _____, THE _____ OF IN WITNESS WHEREOF, MERITAGE HOMES OF
ARIZONA, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER
THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RATIFICATION AND APPROVAL

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES,
AFFIRMS AND APPROVES THIS MAP OF DEDICATION FOR "OLD OAK LANE" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER
THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY
THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2018.

THE HOMESTEAD AT MARLEY PARK COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS ____ DAY OF _____, 2018, BY _____, THE _____ OF THE HOMESTEAD AT MARLEY PARK
COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

APPROVALS

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED
THIS ____ DAY OF _____, 2018, BY THE CITY
ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER DATE

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE,
ARIZONA, THIS ____ DAY OF _____, 2018.

MAYOR DATE

ATTEST:

CITY CLERK DATE

DESCRIPTION

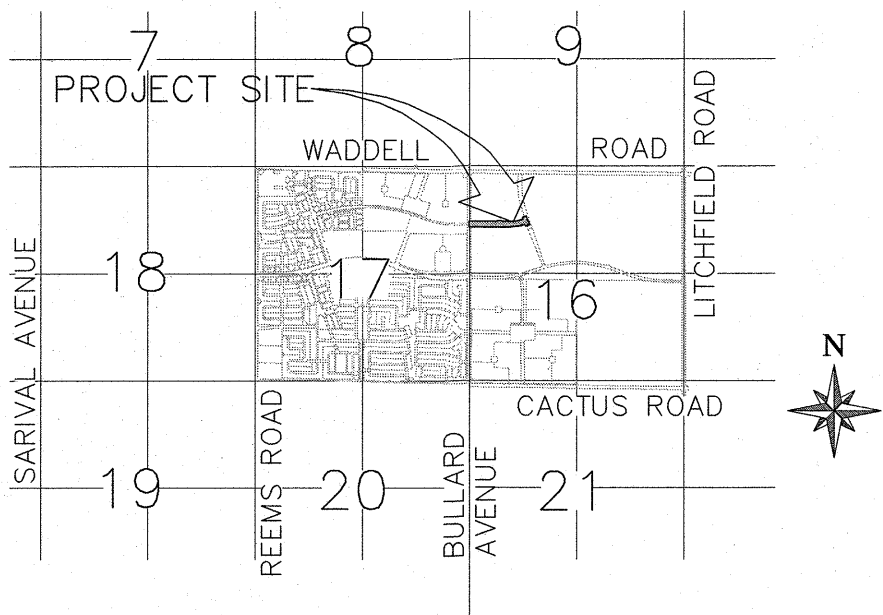
SEE SHEET 2

LEGEND

SEE SHEET 2

DEVELOPER/OWNER

MERITAGE HOMES OF ARIZONA, INC.
8800 E. RAINTREE DR., SUITE #300
SCOTTSDALE, AZ 85260
CONTACT: BRUCE SCHROEDER
TEL (480) 515-8968
EMAIL: Bruce.Schroeder@meritagehomes.com



VICINITY MAP
N.T.S.

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA, INC., OR ANY SUBSEQUENT OWNER OF ANY LEGAL OR BENEFICIAL INTEREST IN ANY PARCEL DEPICTED ON THIS MAP OF DEDICATION OR ANY DIVISION THEREOF AS MAY BE CREATED BY A SUBSEQUENT RECORDED INSTRUMENT, HEREBY AGREES UPON ACCEPTING SUCH OWNERSHIP TO RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST AS SHOWN ON THE MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, RECORDED IN BOOK 839, PAGE 39, M.C.R.

NOTES

- THIS MAP OF DEDICATION 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, EXCEPT 69 Kv OVERHEAD.
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS REFERENCED HEREIN EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PAVING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES, SUBJECT TO THE TERMS AND PROVISIONS OF (A) THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN MERITAGE HOMES OF ARIZONA, INC. AND THE CITY OF SURPRISE RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ON NOVEMBER 3, 2000, AS INSTRUMENT NO. 2000-0849683, AS AMENDED FROM TIME TO TIME, AND (B) THE APPROVED PAD PLAN (AS DEFINED IN SAID PRE-ANNEXATION AND DEVELOPMENT AGREEMENT), AS AMENDED FROM TIME TO TIME.
- RIGHTS-OF-WAY AND EASEMENTS OUTSIDE THE MAP OF DEDICATION BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY; NO WARRANTY IS EXPRESSED OR IMPLIED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- THE PROPERTY DEPICTED ON THE MAP OF DEDICATION IS LOCATED WITHIN AN AREA DESIGNATED AS OTHER FLOOD AREAS ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 1660L AND 1680L, 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 MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE MONUMENT REPRESENTING THE NORTHWEST CORNER OF SECTION 16, T. 3N., R.1W. APPEARS TO HAVE BEEN REPLACED DURING THE CONSTRUCTION OF WADDELL ROAD. IT APPEARS TO HAVE BEEN RESET 0.33' EAST OF ITS HISTORICAL POSITION. SINCE THE HISTORICAL POSITION WAS A CONTROLLING MONUMENT FOR NORTH BULLARD AVENUE AND WEST WADDELL ROAD (BK. 579, PG.05; BK. 586, PG. 04; BK. 699, PG. 29; BK.795, PG. 47; BK. 839, PG. 39; BK. 1211, PG.27), WOOD/PATEL IS HOLDING THE HISTORICAL POSITION FOR THIS SURVEY.
- PURSUANT TO ARS § 4-21102, 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.

MAP OF DEDICATION CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JULY OF 2017; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

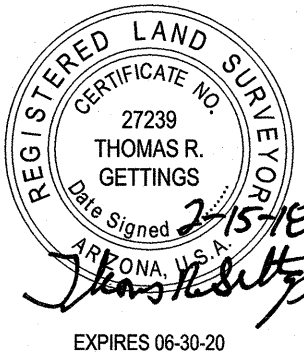
THOMAS R. GETTINGS
ARIZONA REGISTERED LAND SURVEYOR, #27239
WOOD, PATEL & ASSOCIATES, INC. 2051 WEST
NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

DATE

WOOD/PATEL
MISSION: CLIENT SERVICE @
(602) 335-8500
WWW.WOODPATEL.COM

MAP OF DEDICATION

OLD OAK LANE



CHECKED BY BJD/TRG
CAD TECHNICIAN JKP
SCALE N.T.S.
DATE 2/14/2018
JOB NUMBER WP# 174632
SHEET 1 OF 2

Z:\2017\174632\Survey\Plat\4632-103.dwg

NORTHWEST CORNER
SECTION 16, T.3N., R.1W.
FD. 3" C.O.S. B.C.H. STAMPED
BM 31-10 0.33' EAST OF CALCULATED
NORTHWEST CORNER. (SEE NOTE 10 ON SHEET 1.)

N. BULLARD AVENUE
EX. 55'
R/W
PER. BK.
699, PG.
29, M.C.R.

FD. B.C.F. C.O.S.
RLS 27239

N89°58'57"E
55.00'

N00°01'03"W 2627.28'
1283.14'

POINT OF BEGINNING

MARLEY PARK PHASE II LLC
LOT 2B
BOOK 1298, PAGE 16, M.C.R.

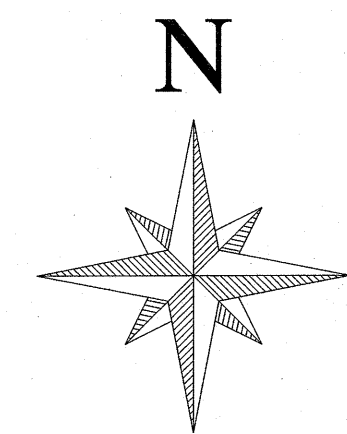
MARLEY PARK PHASE II LLC
LOT 2B
BOOK 1298, PAGE 16, M.C.R.

OLD OAK LANE

PROPOSED
NORTH 14TH DRIVE
NORTH
EX. 41.5'
R/W
PER. BK 1211,
PG. 27, M.C.R.

EX. 41.5'
R/W
PER. BK 1211,
PG. 27, M.C.R.

WEST QUARTER CORNER
OF SECTION 16, T.3N., R.1W.
FD. 3" B.C.F. IN CONCRETE
STAMPED T3N R1W
S 16 RLS 27239
POINT OF COMMENCEMENT



0 80 160
Horz. 1 in. = 80 ft.

DESCRIPTION

A PORTION OF LOT 2B, MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION, RECORDED IN BOOK 1298, PAGE 16, MARICOPA COUNTY RECORDS, (M.C.R.), AND A PORTION OF THE NORTH HALF OF SECTION 16, ALL LYING WITHIN SECTION 16, TOWNSHIP 3 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 SECTION 16, 3-INCH BRASS CAP IN HANDHOLE STAMPED BM31-10, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 16, A BRASS CAP FLUSH STAMPED T3N R1W 1/4, BEARS S00°01'03"E (BASIS OF BEARING), A DISTANCE OF 2627.28 FEET;

THENCE ALONG SAID WEST LINE, S00°01'03"E, A DISTANCE OF 1255.14 FEET;
THENCE LEAVING SAID WEST LINE, N89°58'57"E, A DISTANCE OF 55.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF NORTH BULLARD AVENUE, AS SHOWN IN MAP OF DEDICATION FOR MAP OF DEDICATION, PER BOOK 699, PAGE 29, MARICOPA COUNTY RECORDS(M.C.R.), ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 45°01'03" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 89°58'57" EAST, A DISTANCE OF 635.83 FEET;

THENCE NORTH 44°58'57" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 89°58'57" EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 45°01'03" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 89°58'57" EAST, A DISTANCE OF 227.11 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 965.50 FEET, CONCAVE NORTH, THROUGH A CENTRAL ANGLE OF 17°33'17", A DISTANCE OF 295.82 FEET;

THENCE SOUTH 17°34'19" EAST, A DISTANCE OF 34.50 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 17°34'19" WEST, THROUGH A CENTRAL ANGLE OF 00°20'21", A DISTANCE OF 5.92 FEET;

THENCE SOUTH 17°54'40" EAST, A DISTANCE OF 34.50 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,034.50 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 17°54'40" WEST, THROUGH A CENTRAL ANGLE OF 17°53'37", A DISTANCE OF 323.08 FEET;

THENCE SOUTH 89°58'57" WEST, A DISTANCE OF 954.95 FEET;

THENCE SOUTH 44°58'57" WEST, A DISTANCE OF 28.28 FEET, TO THE EAST RIGHT-OF-WAY LINE OF NORTH BULLARD AVENUE;

THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE, NORTH 00°01'03" WEST, A DISTANCE OF 109.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 90,460 SQUARE FEET OR 2.0767 ACRES, MORE OR LESS.

LEGEND

△	CORNER OF THIS SUBDIVISION SET	B.C.H.	BRASS CAP HANDHOLE
	SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	R/W	RIGHT-OF-WAY
●	SURVEY MONUMENT FOUND AS NOTED	EX.	EXISTING
○	SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION	FD.	FOUND
M.C.R.	MARICOPA COUNTY RECORDS	DOC.	DOCUMENT
B.C.F.	BRASS CAP FLUSH	P.U.E.	PUBLIC UTILITY EASEMENT
BK.	BOOK	L1	PROPERTY LINE - LINE TABLE ITEM
PG.	PAGE	C4	PROPERTY LINE - CURVE TABLE ITEM
C.O.S.	CITY OF SURPRISE		SUBDIVISION BOUNDARY
			CENTERLINE
			SECTION LINE
			RIGHT-OF-WAY LINE

LINE AND CURVE TABLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°01'03"E	28.28'
L2	N44°58'57"E	28.28'
L3	N89°58'57"E	52.00'
L4	S45°01'03"E	28.28'
L5	S17°34'19"E	34.50'
L6	S17°54'40"E	34.50'
L7	S44°58'57"W	28.28'
L8	N00°01'03"W	109.00'

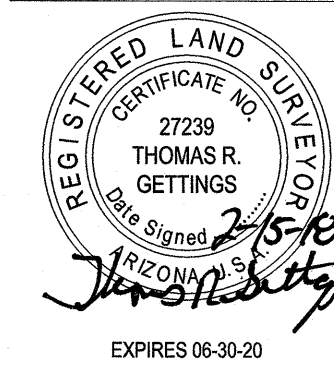
CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	0°20'21"	1000.00'	5.92'

RADIAL BEARING	
LINE	BEARING
L9	N17°34'19"W
L10	N17°54'40"W

WOOD/PATEL
MISSION: CLIENT SERVICE ®
(602) 335-8500
WWW.WOODPATEL.COM

MAP OF DEDICATION

OLD OAK LANE



CHECKED BY BJD/TRG
CAD TECHNICIAN JKP
SCALE 1" = 80'
DATE 2/14/2018
JOB NUMBER WPH# 174632
SHEET 2 OF 2

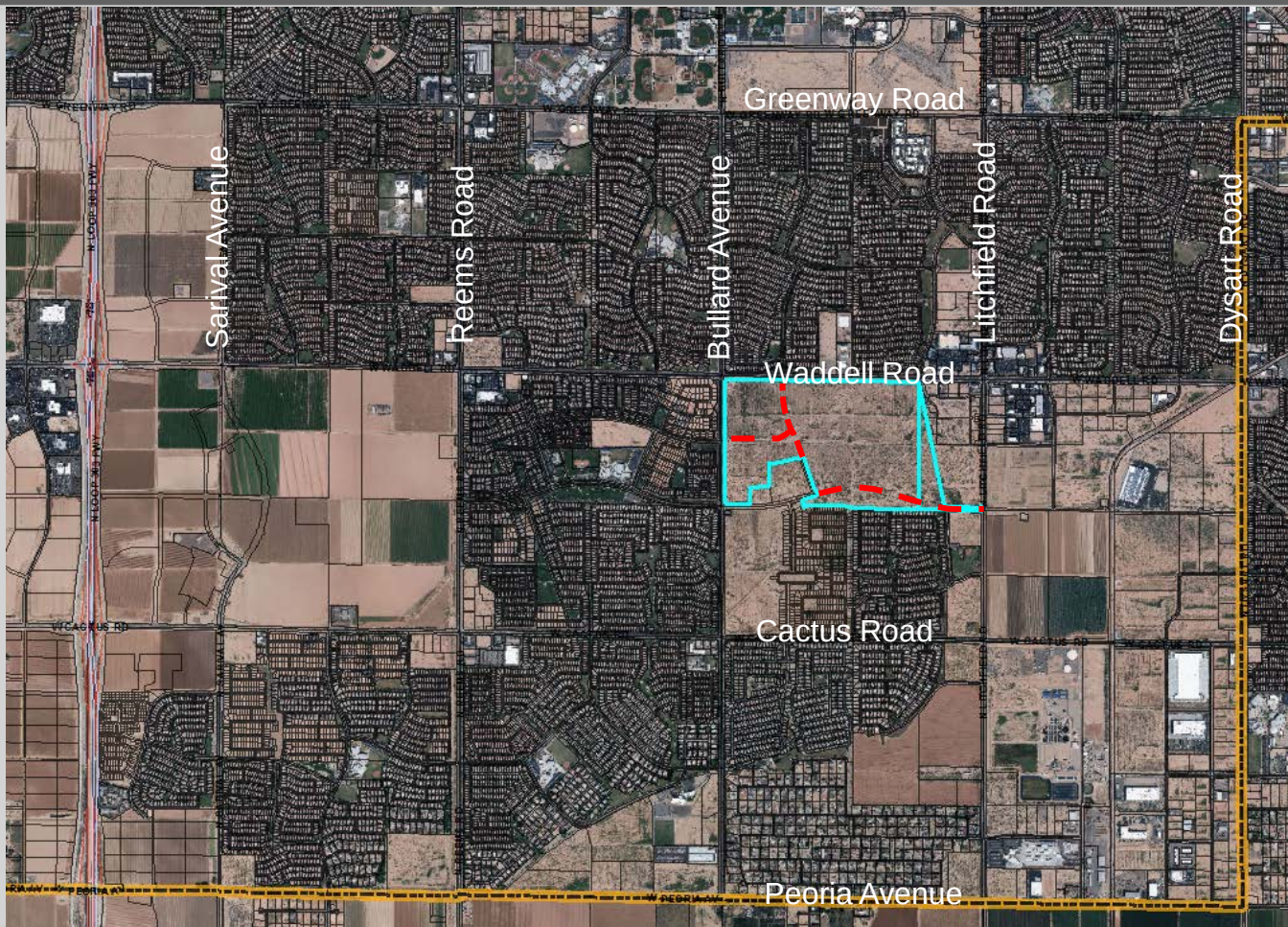


SURPRISE

ARIZONA

- FS17-584 Sweetwater Ave MOD
- FS17-601 144th Dr / 145th Ave MOD
- FS17-618 Old Oak Ln MOD

City Council
March 20, 2018



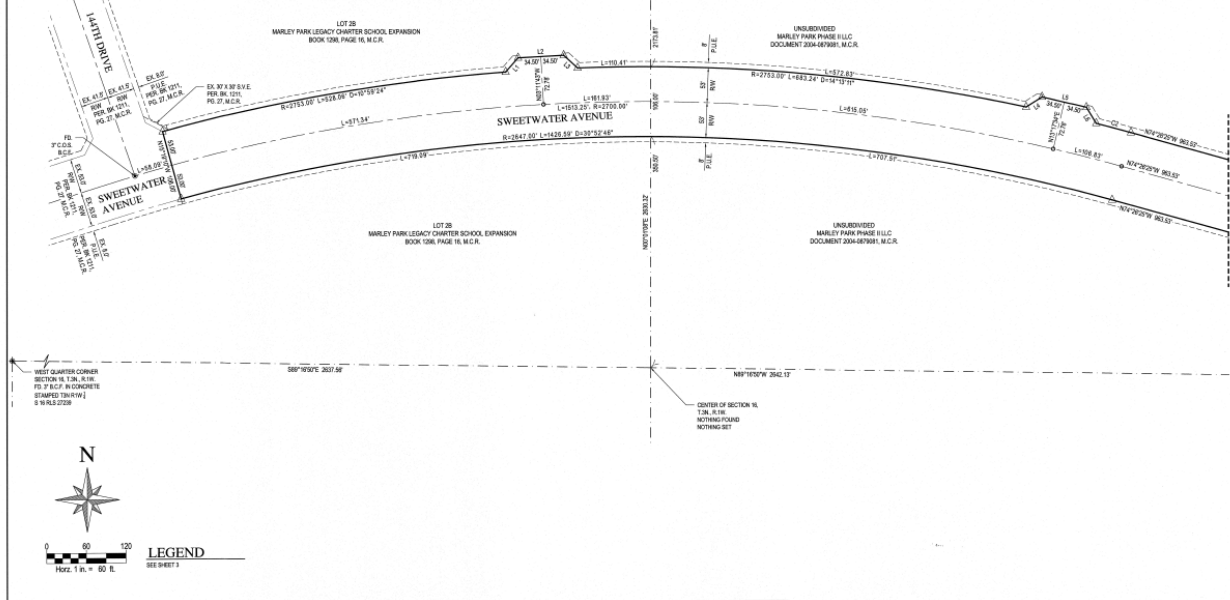
Vicinity Map



DESCRIPTION

A PARCELS OF LAND LYING WITHIN THE NORTH HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 16, A 1/4 SECTION CITY OF SURPRISE BRIDGE CIP IN WINDHOLE SAID SECTION BEARS N10°20'00"W BEARING A DISTANCE OF 263.62 FEET;
THENCE LEAVING SAID EAST LINE, N81°15'00"E, A DISTANCE OF 58.80 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, PER BOOK 835, PAGE 39, MARICOPA COUNTY RECORDS (C.A.), ALSO BEING THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°18'30"W, A DISTANCE OF 89.35 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,015.81 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 13°48'50"E, THROUGH A CENTRAL ANGLE OF 91°47'30", A DISTANCE OF 84.25 FEET;
THENCE NORTH 14°02'30"W, A DISTANCE OF 88.00 FEET, TO THE BEGINNING OF A CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,647.55 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 90°20'00", A DISTANCE OF 1,428.84 FEET, TO THE EAST RIGHT-OF-WAY OF SWEETWATER AVENUE, AS SHOWN IN FINAL PLAN FOR MARLEY PARK LEGACY CHARTER SCHOOL, PER BOOK 121, PAGE 27, M.C.A.;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 17°10'10"W, A DISTANCE OF 106.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,753.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 19°19'10"E, THROUGH A CENTRAL ANGLE OF 10°52'24", A DISTANCE OF 35.81 FEET;
THENCE NORTH 41°27'30"E, A DISTANCE OF 35.31 FEET;
THENCE NORTH 46°01'17"E, A DISTANCE OF 88.80 FEET;
THENCE SOUTH 47°43'00"E, A DISTANCE OF 28.31 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,753.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 10°29'00"E, THROUGH A CENTRAL ANGLE OF 14°13'11", A DISTANCE OF 88.24 FEET;
THENCE NORTH 46°49'00"E, A DISTANCE OF 28.31 FEET;
THENCE SOUTH 14°45'00"E, A DISTANCE OF 28.31 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,753.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 14°29'00"W, THROUGH A CENTRAL ANGLE OF 01°17'00", A DISTANCE OF 34.42 FEET;
THENCE SOUTH 14°02'30"E, A DISTANCE OF 88.00 FEET, TO THE BEGINNING OF A CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,547.80 FEET, CONCAVE NORTH, THROUGH A CENTRAL ANGLE OF 14°02'30", A DISTANCE OF 364.35 FEET;
THENCE SOUTH 89°18'30"E, A DISTANCE OF 89.35 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD;
THENCE NORTH 40°21'00"E, A DISTANCE OF 86.18 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 07°02'34"E, A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING.



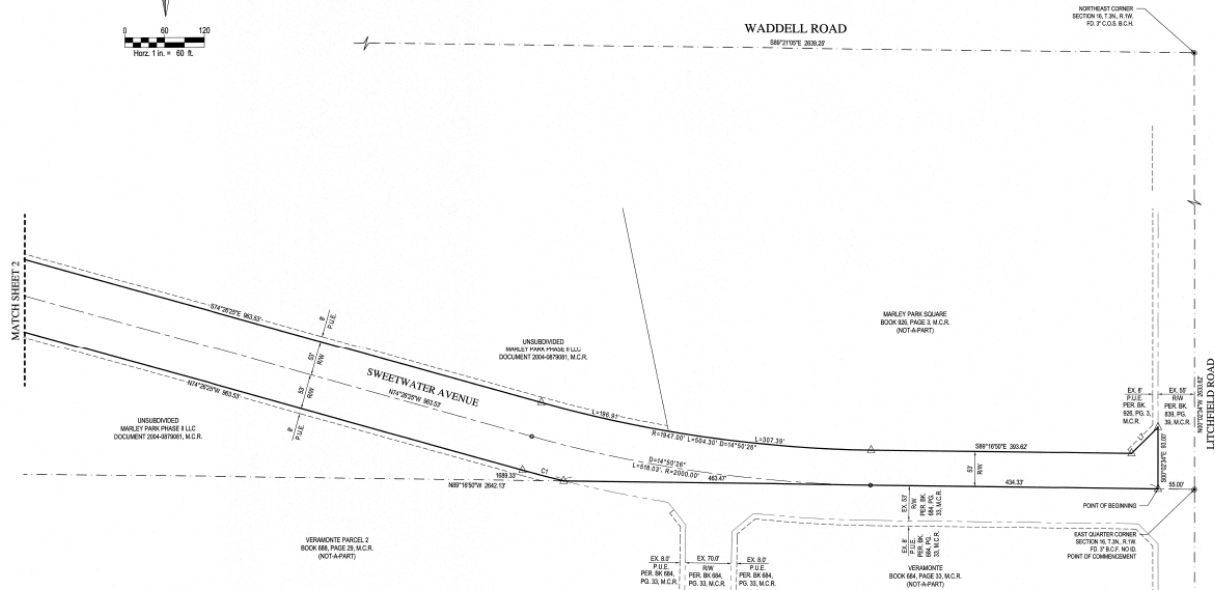
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MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5



CHECKED BY: CANTRO
DATE: 11-10-07
JOB NUMBER: 099 17462
SHEET: 2 OF 3

FS17-584 Sweetwater MOD



DESCRIPTION

SEE SHEET 2

LEGEND

△	CORNER OF THIS SUBDIVISION SET	RW	RIGHT-OF-WAY
●	SURVEY MONUMENT WITH I.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	EX	EXISTING
○	SURVEY MONUMENT FOUND AS NOTED	FD	FOUND
□	SURVEY MONUMENT FOUND AS NOTED	DOC	DOCUMENT
—	AT TIME OF CONSTRUCTION	L1	PROPERTY LINE - LINE TABLE ITEM
M.C.R.	MARKED COUNTY RECORDS	CA	PROPERTY LINE - CURVE TABLE ITEM
B.C.F.	BRASS CAP FLUSH	—	SUBDIVISION BOUNDARY
BN	BOOK	—	CONTINUING
PS	PAGE	—	SECTION LINE
C.O.A.	CITY OF BARNHURST	—	RIGHT-OF-WAY LINE
B.C.H.	BRASS CAP HANGOVER	—	PUBLIC UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT		
S.V.E.	SIGHT VISIBILITY EASEMENT		

LINE AND CURVE TABLE

LINE TABLE		CURVE TABLE		
LINE	BEARING	CURVE	DELTA	RADIUS
L1	N41°29'30\"	C1	1°47'38\"	2000.00'
L2	N09°48'17\"	C2	1°27'58\"	2700.00'
L3	S47°43'39\"			
L4	N07°46'47\"			
L5	S19°42'07\"			
L6	S37°14'39\"			
L7	N40°30'19\"			

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MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5



ORDERED BY: CHAD H. WOOD
CITY OF BARNHURST
DATE: 11/01/17
JOB NUMBER: VPA 170452
SHEET: 3 OF 3

FS17-584 Sweetwater MOD

FS17-601 144th Dr/145th Ave

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MAP OF DEDICATION
NORTH 144TH DRIVE AND NORTH 145TH AVENUE

CHECKED BY: BOYING
DATE: 02/16/18
SCALE: 1"=100'
JOB NUMBER: 171805
SHEET: 2 OF 2



DESCRIPTION

A PORTION OF LOT 28, MARLEY PARK LEGACY CHARTER SCHOOL, EXPANSION, RECORDED IN BOOK 128, PAGE 16, MARICOPA COUNTY RECORDS, (M.C.R.), AND A PORTION OF THE NORTH HALF OF SECTION 16, ALL LYING WITHIN SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND GALT TOWNS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, FOUND 3-INCH BRASS CAP IN HANDSHELF, STAMPED 1891-18, FROM WHENCE THE NORTH-QUARTER CORNER OF SAID SECTION 16, BEARS S89°29'11"E, BASIS OF BEARING, A DISTANCE OF 2639.14 FEET;
THENCE ALONG SAID NORTH LINE, S89°29'11"E, A DISTANCE OF 1236.14 FEET;
THENCE LEAVING SAID NORTH LINE, S89°29'11"E, A DISTANCE OF 88.61 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, REEL BOOK 68, PAGE 38, MARICOPA COUNTY RECORDS, (M.C.R.), ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SOUTH RIGHT-OF-WAY LINE, SOUTH 89°29'41" EAST, A DISTANCE OF 123.00 FEET, LEAVING SAID RIGHT-OF-WAY LINE;
THENCE SOUTH 49°31'11" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 90°31'11" WEST, A DISTANCE OF 108.90 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.00 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 17°29'41", A DISTANCE OF 386.84 FEET;
THENCE SOUTH 59°29'41" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 17°21'19" EAST, A DISTANCE OF 52.00 FEET;
THENCE SOUTH 32°21'19" WEST, A DISTANCE OF 38.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.00 FEET, CONCAVE EAST, WHENCE RADIAL BEARS NORTH 19°23'01" EAST, THROUGH A CENTRAL ANGLE OF 50°38'12", A DISTANCE OF 162.88 FEET;
THENCE SOUTH 19°23'01" EAST, A DISTANCE OF 22.93 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 162.88 FEET, CONCAVE NORTHWEST, THROUGH A CENTRAL ANGLE OF 84°47'04", A DISTANCE OF 162.77 FEET TO A POINT OF REVERSE CURVATURE;
THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.00 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 97°22'41", A DISTANCE OF 4.81 FEET;
THENCE SOUTH 17°30'29" EAST, A DISTANCE OF 30.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.00 FEET, CONCAVE SOUTH, WHENCE RADIAL BEARS SOUTH 17°30'29" EAST, THROUGH A CENTRAL ANGLE OF 97°22'41", A DISTANCE OF 32.14 FEET;
THENCE SOUTH 17°40'29" EAST, A DISTANCE OF 26.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.00 FEET, CONCAVE SOUTHWEST, WHENCE RADIAL BEARS SOUTH 17°41'11" EAST, THROUGH A CENTRAL ANGLE OF 96°51'11", A DISTANCE OF 168.87 FEET;
THENCE SOUTH 19°04'12" EAST, A DISTANCE OF 26.41 FEET;
THENCE SOUTH 19°04'12" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 19°04'12" WEST, A DISTANCE OF 38.28 FEET, TO THE EAST RIGHT-OF-WAY LINE OF 144TH DRIVE, AS SHOWN IN MAP OF DEDICATION FOR MARLEY PARK LEGACY CHARTER SCHOOL, BOOK 121, PAGE 37, M.C.R.;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 19°04'12" WEST, A DISTANCE OF 86.17 FEET;
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 144TH DRIVE, SOUTH 75°24'41" WEST, A DISTANCE OF 43.00 FEET;
THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 144TH DRIVE, SOUTH 75°24'41" WEST, A DISTANCE OF 335.84 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 84°48'28", A DISTANCE OF 138.38 FEET;
THENCE NORTH 17°44'41" WEST, A DISTANCE OF 34.84 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.00 FEET, CONCAVE NORTH, WHENCE RADIAL BEARS NORTH 17°54'41" WEST, THROUGH A CENTRAL ANGLE OF 97°29'41", A DISTANCE OF 1.80 FEET;
THENCE NORTH 17°54'41" WEST, A DISTANCE OF 34.84 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE NORTHWEST, WHENCE RADIAL BEARS NORTH 17°34'19" WEST, THROUGH A CENTRAL ANGLE OF 91°31'53", A DISTANCE OF 143.79 FEET;
THENCE NORTH 18°04'12" WEST, A DISTANCE OF 238.41 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,345.00 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 86°41'19", A DISTANCE OF 365.79 FEET;
THENCE NORTH 17°34'19" WEST, A DISTANCE OF 38.00 FEET;
THENCE NORTH 12°07'19" WEST, A DISTANCE OF 52.00 FEET;
THENCE NORTH 37°29'41" EAST, A DISTANCE OF 20.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,041.50 FEET, CONCAVE EAST, WHENCE RADIAL BEARS NORTH 79°17'14" EAST, THROUGH A CENTRAL ANGLE OF 11°28'59", A DISTANCE OF 408.14 FEET;
THENCE NORTH 49°31'11" EAST, A DISTANCE OF 108.90 FEET;
THENCE NORTH 49°31'11" WEST, A DISTANCE OF 38.28 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, TO THE POINT OF BEGINNING.

CONTAINING 198.58 SQUARE FEET OR 3/4 ACRES, MORE OR LESS.

LEGEND

- △ CORNER OF THIS SUBDIVISION SET
- SURVEY MONUMENT BEARS TWO OR CAP, UNLESS OTHERWISE NOTED
- ★ SURVEY MONUMENT FOUND AS NOTED
- SURVEY MONUMENT BEARS CAP TO BE SET AT THE TIME OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
- B.C.F. BRASS CAP FLUSH
- RK BOOK
- PG PAGE
- C.O.S. CITY OF SURPRISE
- B.C.H. BRASS CAP HANDSHELF
- R.W. RIGHT-OF-WAY
- EX. EXISTING
- FS. FOUND
- DOC. DOCUMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L1 PROPERTY LINE - LINE TABLE ITEM
- CA CURVE
- CENTERLINE
- SECTION LINE
- RIGHT-OF-WAY LINE

LINE AND CURVE TABLE

LINE TABLE		CURVE TABLE	
LINE	BEARING	CURVE	DELTA
L1	S46°30'11"W	C1	84°47'04"
L2	S89°29'11"E	C2	87°29'41"
L3	S12°04'12"E	C3	1°08'09"
L4	S12°22'29"W	C4	96°51'11"
L5	S17°30'29"E	C5	84°48'28"
L6	S12°04'12"E	C6	97°22'41"
L7	S44°30'11"E	C7	81°31'53"
L8	S19°04'12"E	C8	1°17'32"
L9	S20°34'19"W	C9	97°29'41"
L10	N07°54'41"W		
L11	S20°34'19"W		
L12	N17°54'41"W		
L13	N17°34'19"W		
L14	N07°30'29"E		
L15	N12°04'12"E		
L16	N12°04'12"E		
L17	N44°30'11"W		
L18	N07°34'19"E		
L19	N07°34'19"E		

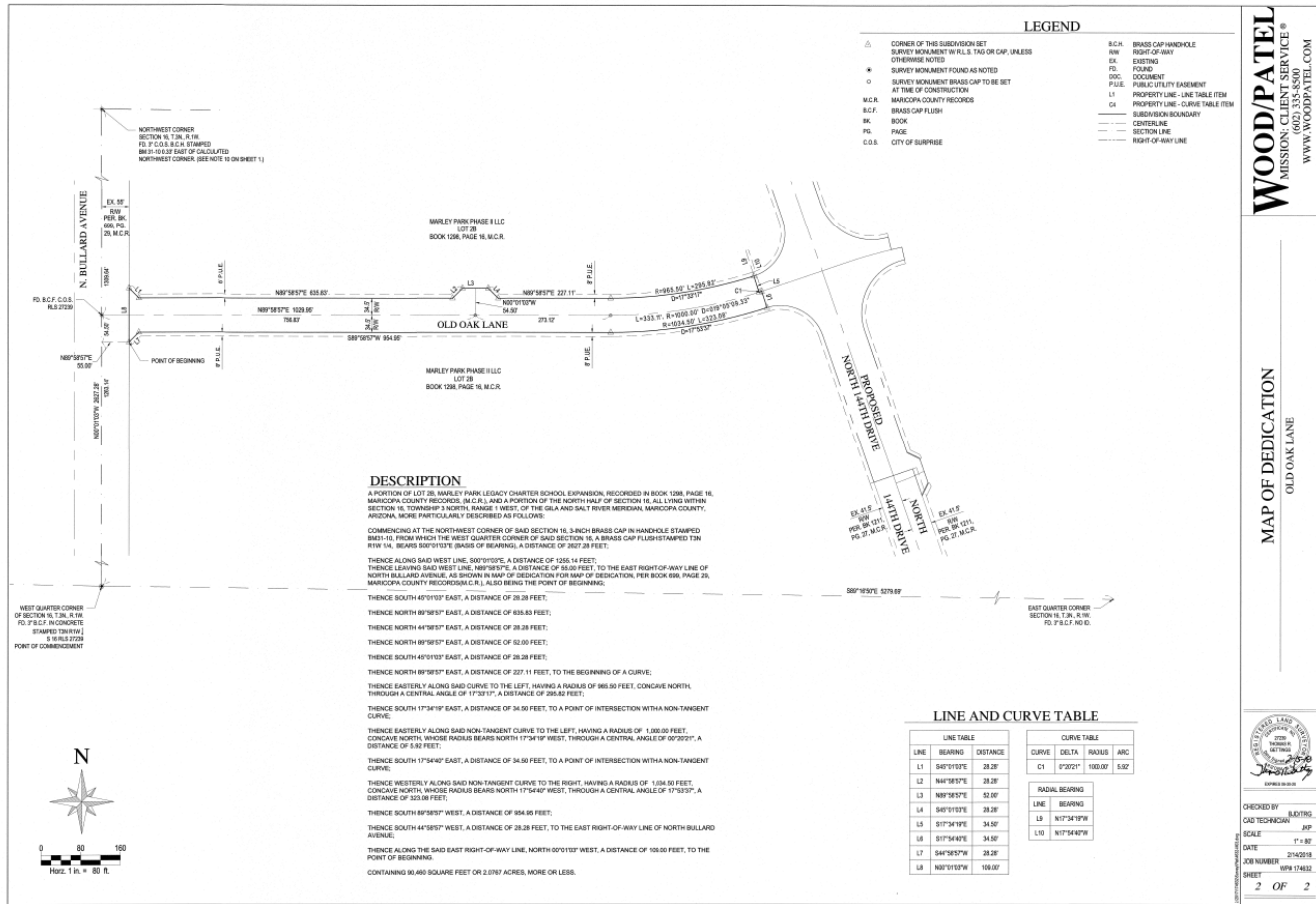
RADIAL BEARINGS	
LINE	BEARING
L1	N07°54'41"W
L2	N17°34'19"W
L3	N17°34'19"W
L4	N07°30'29"E
L5	N12°04'12"E
L6	N12°04'12"E
L7	N44°30'11"W
L8	N07°34'19"E
L9	N07°34'19"E

PROPOSED
OLD OAK LANE





FS17-618 Old Oak Ln MOD





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: March 9, 2018

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS17-618 Marley Park Phase 4 and 5 Old Oak MOD Dedication of Right of Way Valuation

The Value of the Right of Way associated with the Marley Park Phase 4 and 5 Old Oak MOD FS17-601 is \$452,300.00.

The area being dedicated as right-of-way is 90,460 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

+ [Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Robert H. Kufuss - Community Development
Submitting Department:		District:	6
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Consideration and action regarding a Map of Dedication for Sweetwater Avenue in Marley Park Phase 4 & 5 within the Marley Park PAD

Motion:

Motion to approve the requested Map of Dedication.

Background:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Map of Dedication (MOD) for a segment of Sweetwater Avenue extending from the east end of the Legacy School campus to Litchfield Road. Two (2) additional related Maps of Dedication are also under consideration this date, as is a related Preliminary Plat for Phase 4 & 5 of Marley Park.

Objective Analysis:

The proposed Map of Dedication is one (1) of three (3) Maps of Dedication related to Marley Park Phase 4 & 5. Approval of the subject MOD will allow the city to issue the infrastructure permit necessary for the applicant to begin construction of this roadway. The proposed MOD is consistent with the Marley Park PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Policy Compliant:

The requested Map of Dedication is consistent with the Marley Park PAD and advances the goals and policies of the General Plan.

Financial Impact:

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

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:

Click to download

- ☐ [00 - FS17-584, Sweetwater Avenue Map of Dedication - Staff Report](#)
 - ☐ [01 - FS17-584, Sweetwater Avenue Map of Dedication - Vicinity Map](#)
 - ☐ [02 - FS17-584, Sweetwater Avenue Map of Dedication - Case Map](#)
 - ☐ [03 - FS17-584, Sweetwater Avenue Map of Dedication](#)
 - ☐ [04 - FS17-584, Sweetwater Avenue Map of Dedication - Presentation](#)
 - ☐ [FS17-584 Right of Way Valuation Memo](#)
-

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case: **FS17-584**

Project Name: Map of Dedication for Sweetwater Avenue Phase 4 & 5 in Marley Park

Council District: 6

City Council Date: **March 20, 2018**

Planner: Robert H. Kuhfuss, AICP

Owner: Marley Park Phase II, LLC

Applicant: Josh Hannon, EPS Group, Inc.

Request: Map of Dedication for Sweetwater Avenue in Marley Park Phase 4 & 5 within the Marley Park PAD

Site Location: Generally extending from the east end of the Legacy School Campus to Litchfield Road

Site Size: 7.4 acres (approx.)

Density: N/A

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

Support/Opposition: None known

Findings:

- The proposed Map of Dedication is consistent with the Marley Park PAD.
- The proposed Map of Dedication is consistent with the Marley Park Phase 4 & 5 Preliminary Plat.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

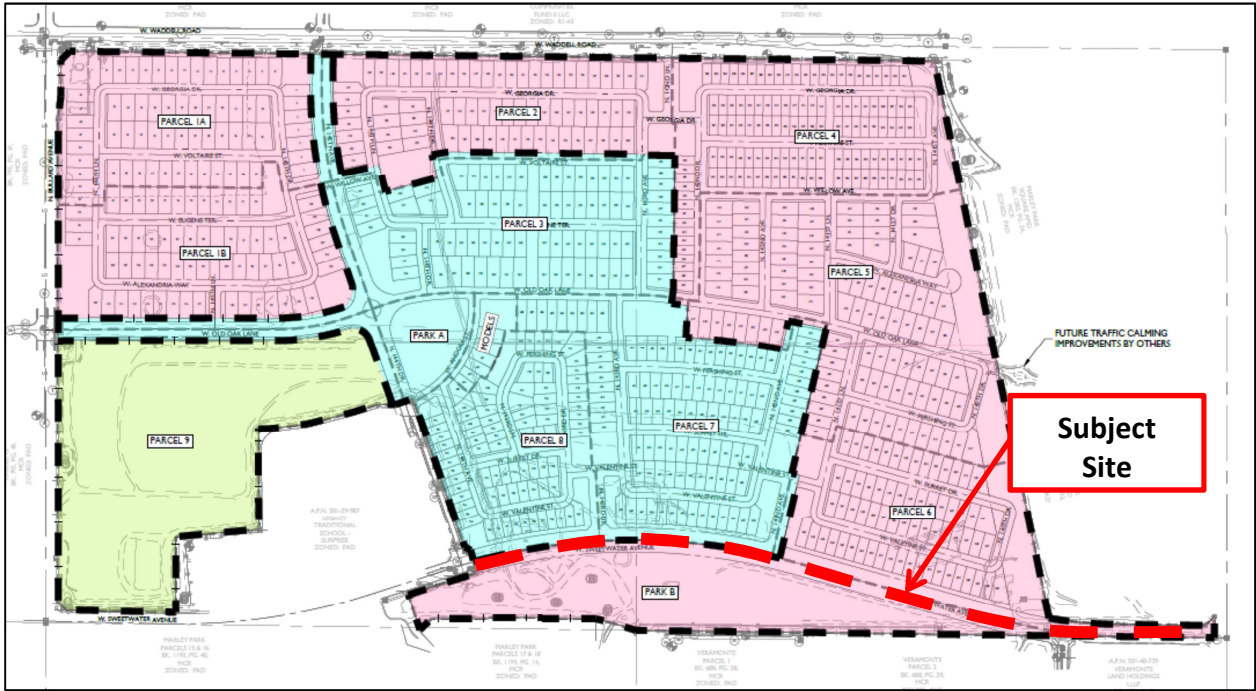
Alternative Actions: **Approval** of the requested Map of Dedication will allow the city to issue construction permits relating to the development of Sweetwater Avenue in support of Phase 4 & 5 of Marley Park.

Denial of the requested Map of Dedication will deny the applicant the opportunity to develop the roadway.

Project Description:

Josh Hannon of EPS Group on behalf of Marley Park Phase II, LLC requests approval of a Map of Dedication (MOD) for a segment of Sweetwater Avenue extending from the east end of the Legacy School campus to Litchfield Road. Two (2) additional related Maps of Dedication are also under consideration this date, as is a related Preliminary Plat for Phase 4 & 5 of Marley Park.

The following map, taken from the Phasing plan associated with the aforementioned Preliminary Plat, is annotated to depict the location of the subject MOD.



BACKGROUND:

- October 25, 2000:** The City Council approved the original Marley Park PAD under case PAD00-091.
- September 26, 2002:** The City Council approved a Major Amendment to the Marley Park PAD for the purpose of adding land mass to the PAD under case PADA02-104.
- March 23, 2006:** The City Council approved a Major Amendment to the Marley Park PAD for the purpose of addressing densities in the eastern portion of Marley Park.
- September 27, 2017:** The applicant filed for civil review of the Waddell Road Median Improvements and Landscaping under FS17-576, which is currently under review.

October 3, 2017: The applicant filed a request for a Map of Dedication (MOD) for Sweetwater Avenue under FS17-584, the subject case.

October 12, 2017: The applicant filed a request for a MOD for 144th Drive / 145th Avenue under FS17-601. This MOD is scheduled for March 20, 2018 City Council.

October 19, 2017: The applicant filed a request for a MOD for Old Oak Lane under FS17-618. This MOD is scheduled for March 20, 2018 City Council.

December 5, 2017: Staff met with the applicant to discuss the Phase 1 Final Plat at a regularly scheduled Concept Review meeting under CR17-702.

December 15, 2017: Staff met with the applicant to discuss the Phase 2 Final Plat at a regularly scheduled Concept Review meeting under CR17-716.

January 31, 2018: Staff approved a Minor Amendment to the Marley Park PAD under case FS17-699 for the purpose of reconfiguring land use and shifting density away from the 65 ldn.

February 15, 2018: The Planning and Zoning Commission voted to recommend approval of the related Preliminary Plat under case FS17-508, subject to stipulations “a” through “e”.

Reviewing Agencies:

The subject request was routed to the standard reviewing agencies, who have indicated no objections to the request.

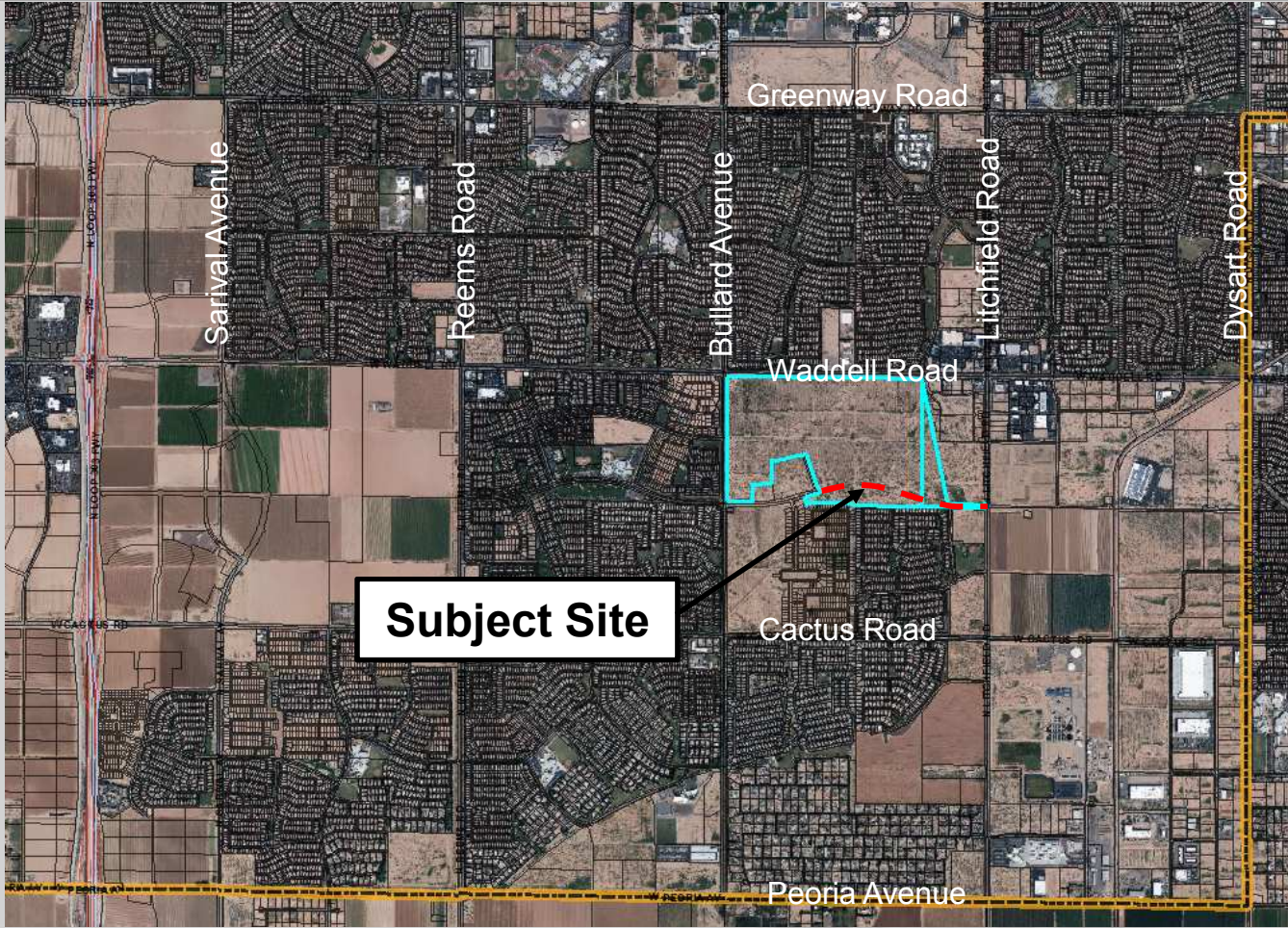
Summary:

The proposed Map of Dedication is one (1) of three (3) Maps of Dedication related to Marley Park Phase 4 & 5. Approval of the subject MOD will allow the city to issue the infrastructure permit necessary for the applicant to begin construction of this roadway. The proposed MOD is consistent with the Marley Park PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

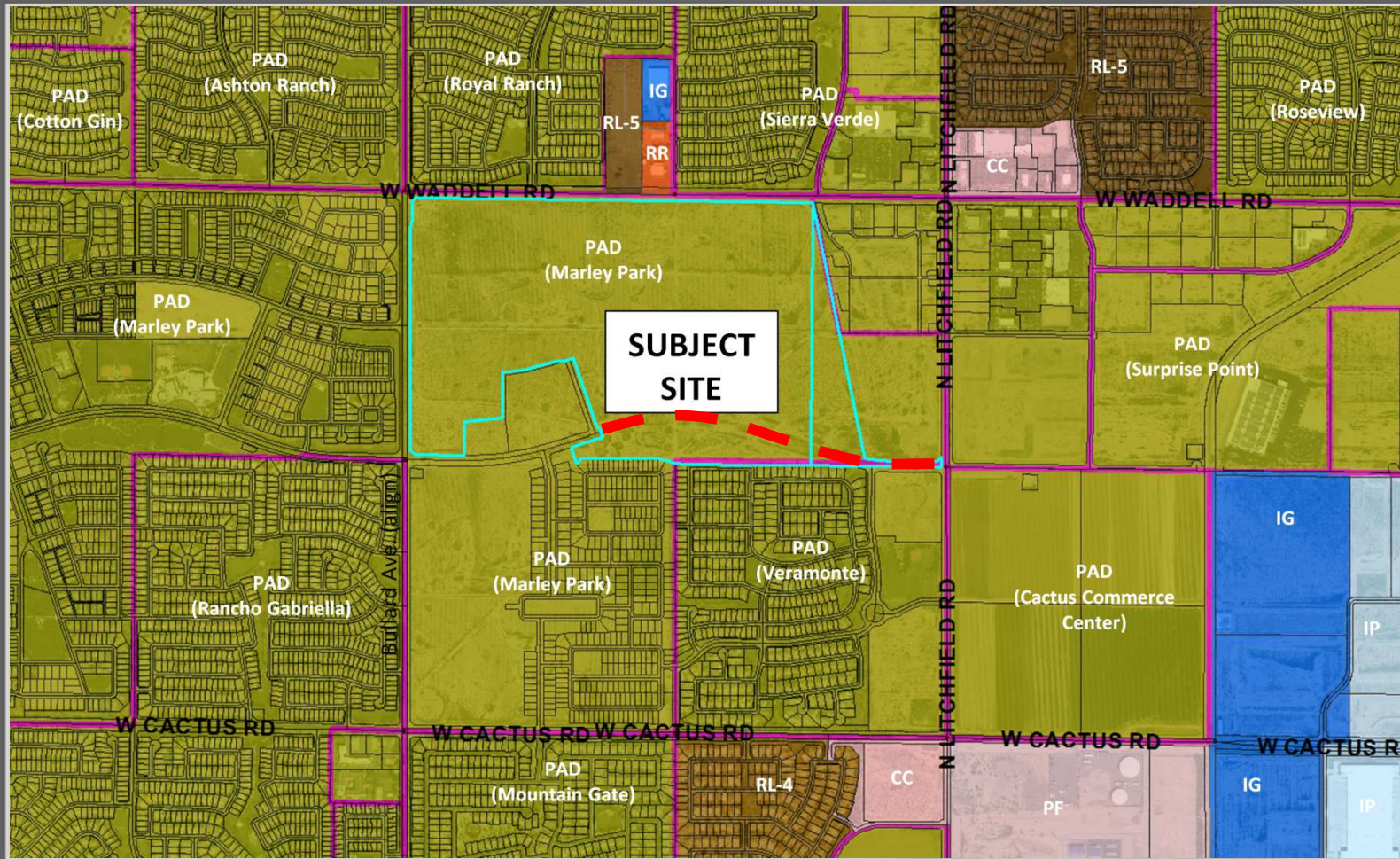
Findings:

- The proposed Map of Dedication is consistent with the Marley Park PAD.
- The proposed Map of Dedication is consistent with the Marley Park Phase 4 & 5 Preliminary Plat.
- The proposed Map of Dedication is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

- 112 **Attachments:**
- 113
- 114 01 Case Map
- 115 02 Vicinity Map
- 116 03 Map of Dedication



FS17-584 Vicinity Map



FS17-584 Case Map



DEDICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY PUBLISH THIS MAP OF DEDICATION AS AND FOR "SWEETWATER AVENUE PHASE 4 & 5", BEING A PORTION OF LOT 2B, MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION, RECORDED IN BOOK 1298, PAGE 16, MARICOPA COUNTY RECORDS AND LOCATED WITHIN SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND THAT EACH STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF SURPRISE, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS MAP OF DEDICATION AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY, EFFECTIVE UPON THE CONSTRUCTION AND ACCEPTANCE BY THE CITY OF SURPRISE OF THE PUBLIC STREET IMPROVEMENTS TO BE LOCATED THEREIN. 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. NOTWITHSTANDING THE FOREGOING, OWNER HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED, EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED. SUCH INTEREST IS TO BE ACQUIRED BY THE MARLEY PARK COMMUNITY FACILITIES DISTRICT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MARLEY PARK COMMUNITY FACILITIES DISTRICT) BETWEEN OWNER AND THE CITY OF SURPRISE.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF (A) THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND (B) JUNE 30, 2029.

OWNER HEREBY RESERVES TO ITSELF AND GRANTS TO MARLEY PARK COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT UNDER, OVER, UPON AND ACROSS THE PUBLIC RIGHTS-OF-WAY HEREBY DEDICATED, FOR PURPOSES OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ANY PUBLIC OR PRIVATE FIBER OPTICS OR TELECOMMUNICATIONS FACILITIES WHICH DO NOT REQUIRE A FRANCHISE LICENSE UNDER APPLICABLE LAW; PROVIDED, HOWEVER, THAT THE INSTALLATION OF SUCH FACILITIES SHALL BE UNDERTAKEN ONLY UPON THE ISSUANCE BY THE CITY OF SUCH AUTHORIZATIONS OR PERMITS AS MAY BE REQUIRED FOR SUCH INSTALLATION, AND THAT ANY CONSTRUCTION OR MAINTENANCE ACTIVITIES SHALL BE UNDERTAKEN ONLY UPON THE ISSUANCE BY THE CITY OF ANY NECESSARY ENCROACHMENT PERMIT. ALL FIBER OPTICS OR TELECOMMUNICATIONS FACILITIES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY SUCH FACILITY WITHIN SUCH EASEMENT, MARLEY PARK COMMUNITY ASSOCIATION, INC. (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH MARLEY PARK COMMUNITY ASSOCIATION, INC., TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION.

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

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

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

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 MAP OF DEDICATION OR ANY PARCEL THEREOF.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS MAP OF DEDICATION, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS MAP OF DEDICATION, HAS CONSENTED TO OR JOINED IN THIS MAP OF DEDICATION AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH MERITAGE HOMES OF ARIZONA, INC. WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS MAP OF DEDICATION IS RECORDED.

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 MARLEY PARK COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, MERITAGE HOMES OF ARIZONA, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2017.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____

ITS: _____

MAP OF DEDICATION
FOR
SWEETWATER AVENUE PHASE 4 & 5
BEING A PORTION OF LOT 2B, MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION,
RECORDED IN BOOK 1298, PAGE 16, MARICOPA COUNTY RECORDS AND
LOCATED WITHIN SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

RIGHT-OF-WAY TABLE

RIGHT-OF-WAY AREA TABLE			
TRACT NAME	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
SWEETWATER AVENUE	322,213	7.3970	RIGHT-OF-WAY

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2017,
BY _____, THE _____ OF IN WITNESS WHEREOF, MARLEY PARK
COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY
AUTHORIZED OFFICER THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RATIFICATION AND APPROVAL

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS MAP OF DEDICATION FOR "SWEETWATER AVENUE PHASE 4 & 5" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, MARLEY PARK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2017.

MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS ____ DAY OF _____, 2017, BY _____, THE _____ OF MARLEY PARK COMMUNITY ASSOCIATION,
INC., AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

APPROVALS

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED
THIS ____ DAY OF _____, 2017, BY THE CITY
ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER DATE

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE,
ARIZONA, THIS ____ DAY OF _____, 2017.

MAYOR DATE

ATTEST:

CITY CLERK DATE

DESCRIPTION

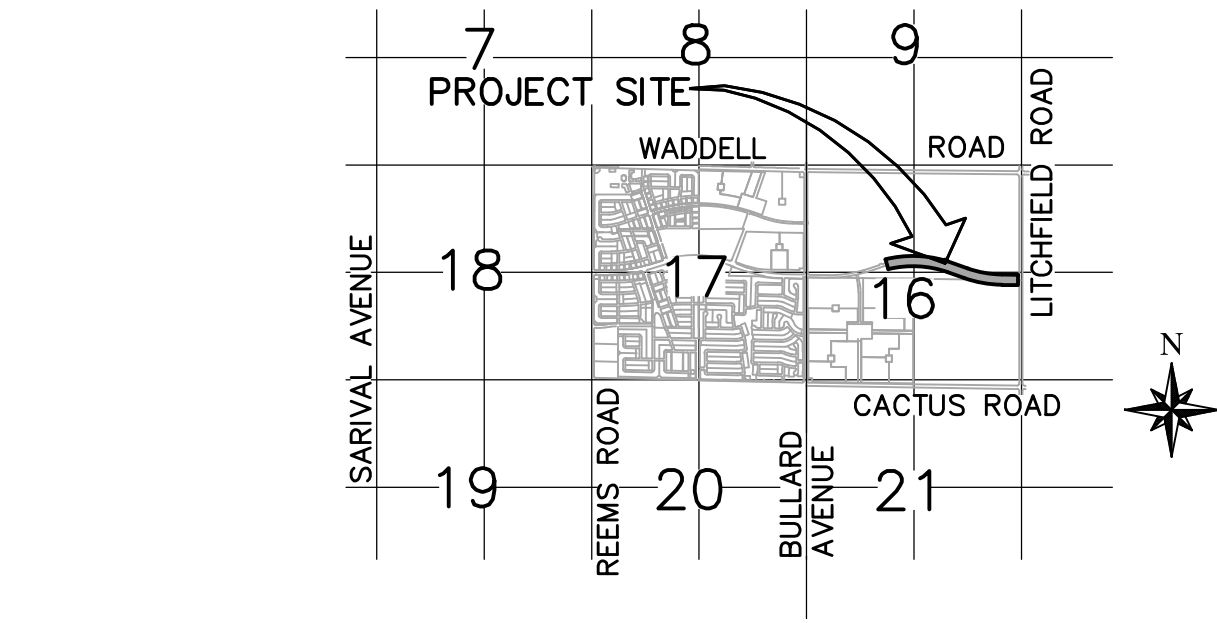
SEE SHEET 2

LEGEND

SEE SHEET 3

DEVELOPER/OWNER

MERITAGE HOMES
8800 E. RAINTREE DR., SUITE #300
SCOTTSDALE, AZ 85260
CONTACT: BRUCE SCHROEDER
TEL (480) 515-8968
EMAIL: Bruce.Schroeder@meritagehomes.com



VICINITY MAP
N.T.S.

RELEASE OF LIABILITY

MERITAGE HOMES OF ARIZONA, INC., OR ANY SUBSEQUENT OWNER OF ANY LEGAL OR BENEFICIAL INTEREST IN ANY PARCEL DEPICTED ON THIS MAP OF DEDICATION OR ANY DIVISION THEREOF AS MAY BE CREATED BY A SUBSEQUENT RECORDED INSTRUMENT, HEREBY AGREES UPON ACCEPTING SUCH OWNERSHIP TO RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES. OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF SOUTH 00 DEGREES 04 MINUTES 59 SECONDS WEST AS SHOWN ON THE MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, RECORDED IN BOOK 839, PAGE 39, M.C.R.

NOTES

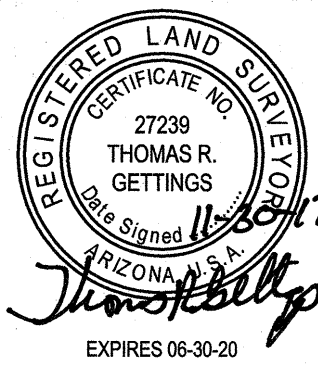
- THIS MAP OF DEDICATION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, EXCEPT 69 Kv OVERHEAD.
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PAVING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES, SUBJECT TO THE TERMS AND PROVISIONS OF (A) THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN MERITAGE HOMES OF ARIZONA, INC. AND THE CITY OF SURPRISE RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ON NOVEMBER 3, 2000, AS INSTRUMENT NO. 2000-0849683, AS AMENDED FROM TIME TO TIME, AND (B) THE APPROVED PAD PLAN (AS DEFINED IN SAID PRE-ANNEXATION AND DEVELOPMENT AGREEMENT), AS AMENDED FROM TIME TO TIME.
- RIGHTS-OF-WAY AND EASEMENTS OUTSIDE THE MAP OF DEDICATION BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY; NO WARRANTY IS EXPRESSED OR IMPLIED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- MERITAGE HOMES OF ARIZONA, INC. LLC HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THIS MAP OF DEDICATION, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- THE PROPERTY DEPICTED ON THE MAP OF DEDICATION IS LOCATED WITHIN AN AREA DESIGNATED AS OTHER FLOOD AREAS ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 1660L AND 1680L, 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 MAPS FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- PURSUANT TO A.R.S. 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

MAP OF DEDICATION CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION CONSISTING OF THREE (3) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JULY OF 2017; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS R. GETTINGS
ARIZONA REGISTERED LAND SURVEYOR, #27238
WOOD, PATEL & ASSOCIATES, INC. 2051 WEST
NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

11-30-17
DATE



CHECKED BY CJH/TRG
CAD TECHNICIAN ISS/KCM
SCALE N.T.S.
DATE 11/30/17
JOB NUMBER WP# 174632
SHEET 1 OF 3

Z:\2017\174632\Survey\Bk4632-M01.dwg

WOOD/PATEL
MISSION: CLIENT SERVICE ®
(602) 335-8500
WWW.WOODPATEL.COM

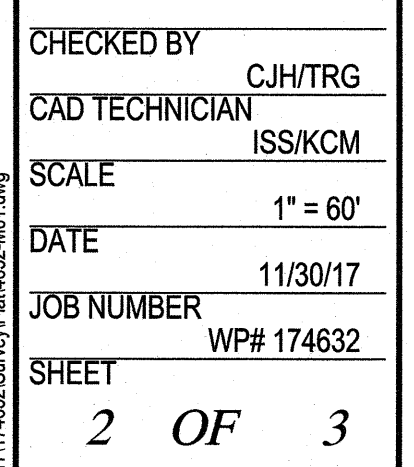
MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5

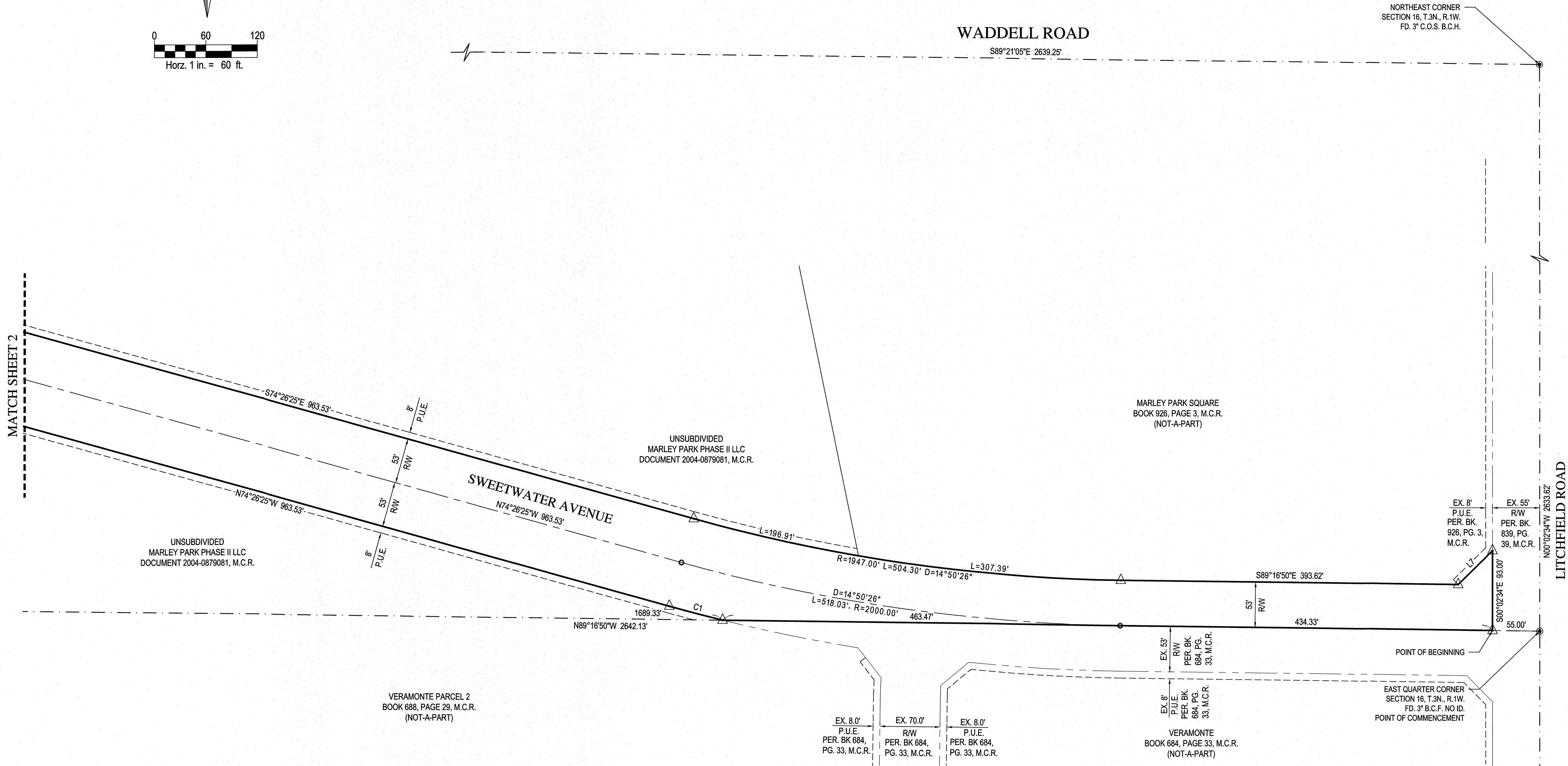
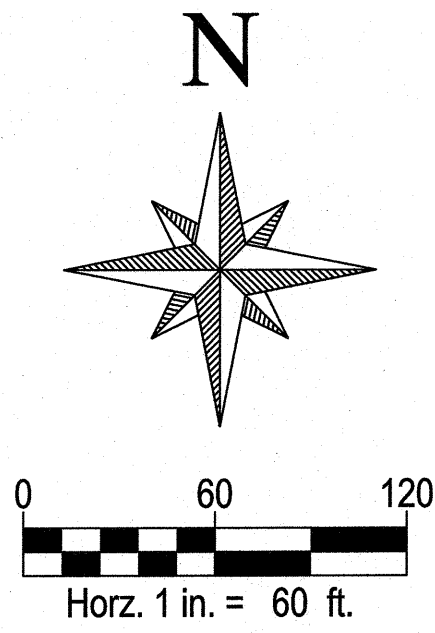
A PARCEL OF LAND LYING WITHIN THE NORTH HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:



MAP OF DEDICATION

SWEETWATER AVENUE PHASE 4 & 5





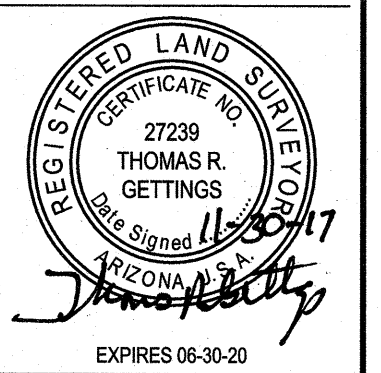
DESCRIPTION
SEE SHEET 2

△	CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	R/W	RIGHT-OF-WAY
●	SURVEY MONUMENT FOUND AS NOTED	EX.	EXISTING
○	SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION	FD.	FOUND
M.C.R.	MARICOPA COUNTY RECORDS	DOC.	DOCUMENT
B.C.F.	BRASS CAP FLUSH	L1	PROPERTY LINE - LINE TABLE ITEM
BK.	BOOK	C4	PROPERTY LINE - CURVE TABLE ITEM
PG.	PAGE	---	SUBDIVISION BOUNDARY
C.O.S.	CITY OF SURPRISE	---	CENTERLINE
B.C.H.	BRASS CAP HANDHOLE	---	SECTION LINE
P.U.E.	PUBLIC UTILITY EASEMENT	---	RIGHT-OF-WAY LINE
S.V.E.	SIGHT VISIBILITY EASEMENT	---	PUBLIC UTILITY EASEMENT

LEGEND

LINE AND CURVE TABLE

LINE TABLE			CURVE TABLE			
LINE	BEARING	DISTANCE	CURVE	DELTA	RADIUS	ARC
L1	N41°20'30"E	28.51'	C1	1°47'36"	2053.00'	64.25'
L2	N86°48'17"E	69.00'	C2	1°07'58"	2753.00'	54.42'
L3	S47°43'56"E	28.51'				
L4	N57°49'47"E	28.51'				
L5	S76°42'26"E	69.00'				
L6	S31°14'38"E	28.51'				
L7	N45°20'18"E	56.19'				



CHECKED BY: CJH/TRG
CAD TECHNICIAN: ISS/KCM
SCALE: 1" = 60'
DATE: 11/30/17
JOB NUMBER: WP# 174632
SHEET: 3 OF 3

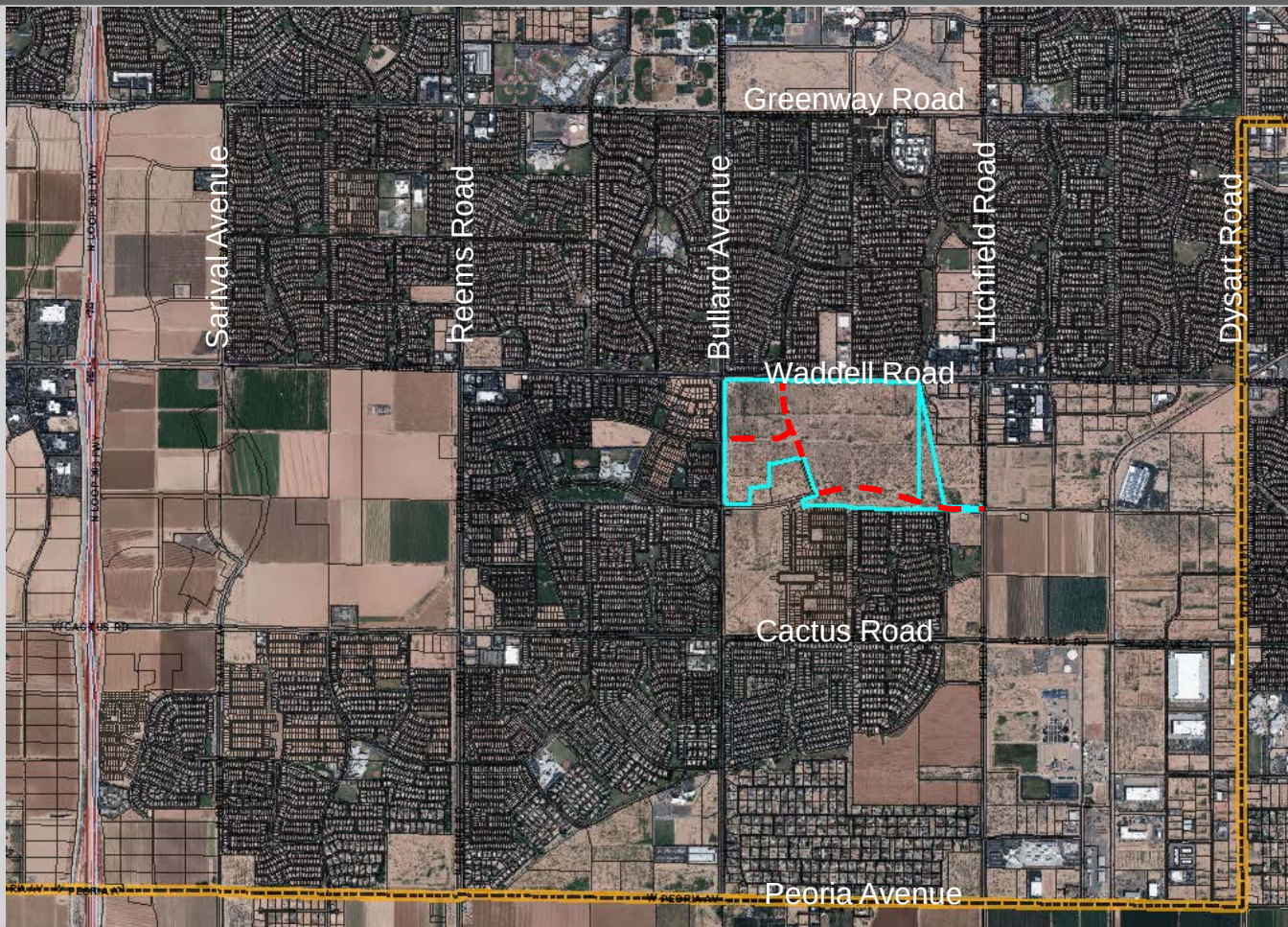


S U R P R I S E

ARIZONA

- FS17-584 Sweetwater Ave MOD
- FS17-601 144th Dr / 145th Ave MOD
- FS17-618 Old Oak Ln MOD

City Council
March 20, 2018



Vicinity Map

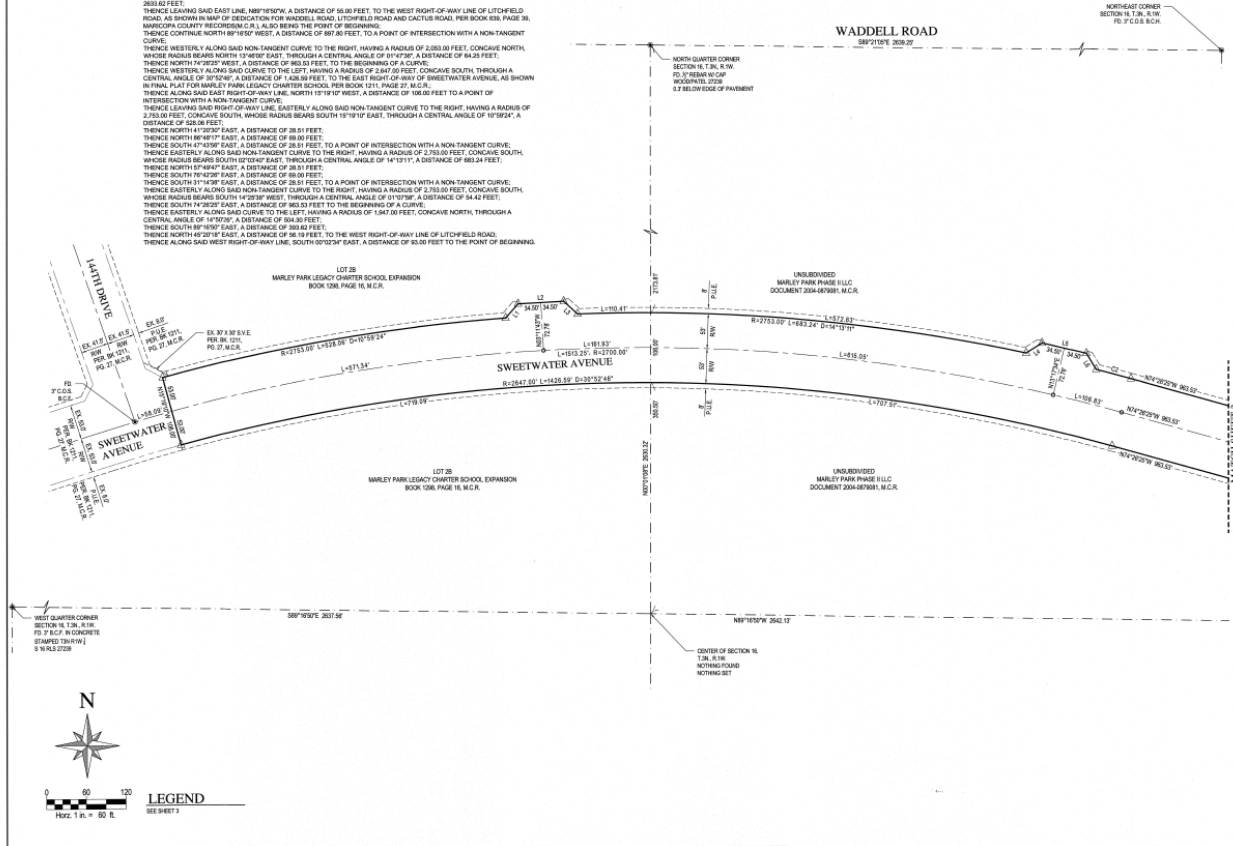


FS17-584 Sweetwater MOD

DESCRIPTION

A PARCELS OF LAND LYING WITHIN THE NORTH HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 16, A 1/4 SECTION CITY OF SURPRISE BRIDGE OFF IN HANCOCK ROAD SECTION BEARS N07°20'00"W BEARING A DISTANCE OF 260.42 FEET.
THENCE LEAVING SAID EAST LINE, N81°15'00"E, A DISTANCE OF 56.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, PER BOOK 635, PAGE 39, MARICOPA COUNTY RECORDS (C.A.), ALSO BEING THE POINT OF BEGINNING.
THENCE CONTINUE NORTH 89°18'30"W WEST, A DISTANCE OF 89.55 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,000.00 FEET, CONCAVE NORTH, WHOSE RADIUS BEARS NORTH 13°00'00"E EAST, THROUGH A CENTRAL ANGLE OF 91°47'30", A DISTANCE OF 64.25 FEET.
THENCE NORTH 14°00'00"W WEST, A DISTANCE OF 80.00 FEET, TO THE BEGINNING OF A CURVE.
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,647.00 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 1,426.00 FEET, TO THE EAST RIGHT-OF-WAY OF SWEETWATER AVENUE, AS SHOWN IN FINAL PLAN FOR MARLEY PARK LEGACY CHARTER SCHOOL, PER BOOK 121, PAGE 27, M.C.R.
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 17°10'10"W WEST, A DISTANCE OF 106.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE LEAVING SAID RIGHT-OF-WAY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,700.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 19°10'10"E EAST, THROUGH A CENTRAL ANGLE OF 10°52'24", A DISTANCE OF 30.00 FEET.
THENCE NORTH 41°20'00"E EAST, A DISTANCE OF 30.51 FEET.
THENCE NORTH 46°00'17"E EAST, A DISTANCE OF 88.00 FEET.
THENCE SOUTH 47°43'00"E EAST, A DISTANCE OF 28.51 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,700.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 10°20'00"E EAST, THROUGH A CENTRAL ANGLE OF 14°13'11", A DISTANCE OF 60.24 FEET.
THENCE NORTH 46°49'00"E EAST, A DISTANCE OF 28.00 FEET.
THENCE SOUTH 14°45'00"E EAST, A DISTANCE OF 28.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE.
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,700.00 FEET, CONCAVE SOUTH, WHOSE RADIUS BEARS SOUTH 14°25'00"W WEST, THROUGH A CENTRAL ANGLE OF 01°10'00", A DISTANCE OF 34.42 FEET.
THENCE SOUTH 14°00'00"E EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A CURVE.
THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,547.00 FEET, CONCAVE NORTH, THROUGH A CENTRAL ANGLE OF 14°00'00", A DISTANCE OF 30.43 FEET.
THENCE SOUTH 89°18'30"W EAST, A DISTANCE OF 16.10 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD.
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 07°02'34"E EAST, A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING.



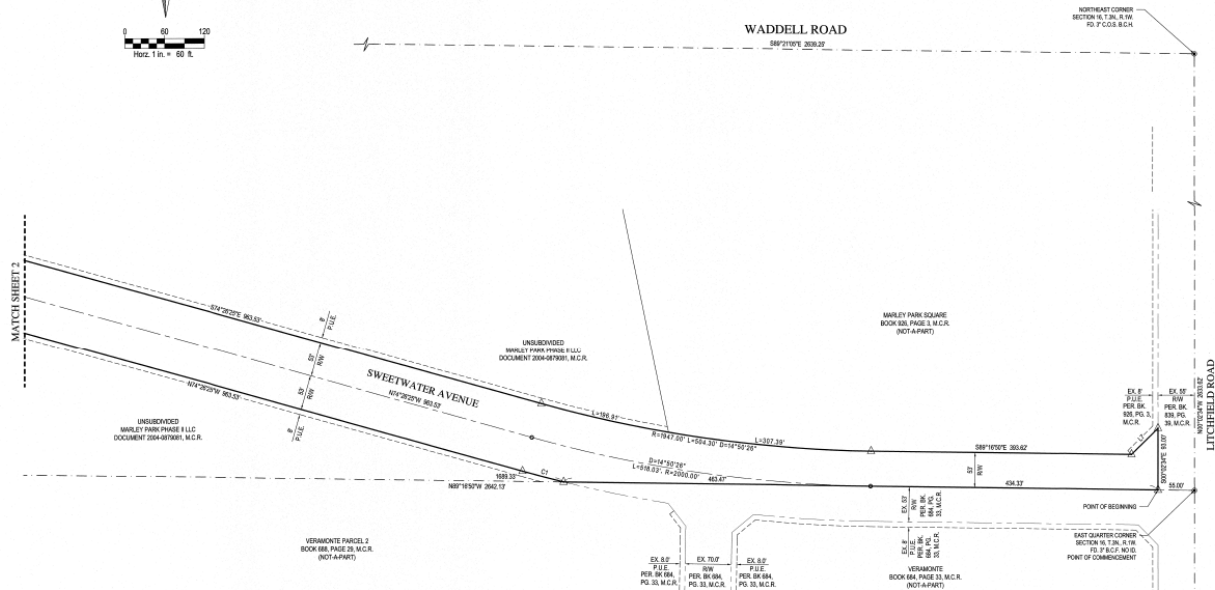
WOOD/PATEL
MISSION PLANNING SERVICE, INC.
6001 S. 15th Avenue, Suite 100
Phoenix, AZ 85042
WWW.WOODPATEL.COM

MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5



CHECKED BY: CATHY
DATE: 11-10-07
SHEET: 2 OF 3

FS17-584 Sweetwater MOD



DESCRIPTION

SEE SHEET 2

LEGEND

△	CORNER OF THIS SUBDIVISION SET	RW	RIGHT-OF-WAY
●	SURVEY MONUMENT WITH I.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	EX	EXISTING
○	SURVEY MONUMENT FOUND AS NOTED	FD	FOUND
□	SURVEY MONUMENT FOUND AS NOTED	DOC	DOCUMENT
—	AT TIME OF CONSTRUCTION	L1	PROPERTY LINE - LINE TABLE ITEM
---	MARKING COUNTY RECORDS	CA	PROPERTY LINE - CURVE TABLE ITEM
---	BRASS CAP FLUSH	---	SUBDIVISION BOUNDARY
---	BOOK	---	CONTINUING
---	PAGE	---	SECTION LINE
---	CITY OF BARRISSE	---	RIGHT-OF-WAY LINE
---	BRASS CAP WAREHOUSE	---	PUBLIC UTILITY EASEMENT
---	PUBLIC UTILITY EASEMENT		
---	RIGHT VISIBILITY EASEMENT		

LINE AND CURVE TABLE

LINE TABLE		CURVE TABLE		
LINE	BEARING	CURVE	DELTA	RADIUS
L1	N41°22'30"E	C1	1°47'38"	2050.00'
L2	N09°48'17"E	C2	1°27'58"	2750.00'
L3	S47°42'39"E			
L4	N07°48'17"E			
L5	S19°42'39"E			
L6	S37°42'39"E			
L7	N40°32'19"E			

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MAP OF DEDICATION
SWEETWATER AVENUE PHASE 4 & 5



ORDERED BY: CHATHAM
CITY ENGINEER
SCALE: AS SHOWN
DATE: 11/01/21
JOB NUMBER: VPA 174652
SHEET: 3 OF 3

FS17-584 Sweetwater MOD

FS17-601 144th Dr/145th Ave

WOOD/PATEL
MISSION: CLIENT SERVICE®
WWW.WOODPATEL.COM

MAP OF DEDICATION
NORTH 144TH DRIVE AND NORTH 145TH AVENUE



CHECKED BY: [Signature]
DATE: 02/16/18
SHEET: 2 OF 2

DESCRIPTION

A PORTION OF LOT 28, MARLEY PARK LEGACY CHARTER SCHOOL, EXPANSION, RECORDED IN BOOK 128, PAGE 16, MARICOPA COUNTY RECORDS, M.C.R. #, AND A PORTION OF THE NORTH HALF OF SECTION 16, ALL LYING WITHIN SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER WATERSHEDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, FOUND 3-INCH BRASS CAP IN HANDSHELF, STAMPED 1891-18, FROM WHENCE THE NORTH-QUARTER CORNER OF SAID SECTION 16 BEARS S89°29'11"E, BASIS OF BEARING, A DISTANCE OF 2639.14 FEET;
THENCE ALONG SAID NORTH LINE, S89°29'11"E, A DISTANCE OF 18.61 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, AS SHOWN IN MAP OF DEDICATION FOR WADDELL ROAD, LOT 10 OF ROAD AND CACTUS ROAD, REEL BOOK 68, PAGE 38, MARICOPA COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SOUTH RIGHT-OF-WAY LINE, SOUTH 89°29'41" EAST, A DISTANCE OF 123.14 FEET, LEAVING SAID RIGHT-OF-WAY LINE;
THENCE SOUTH 49°31'11" WEST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 97°31'11" WEST, A DISTANCE OF 108.93 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 17°29'41", A DISTANCE OF 386.84 FEET;
THENCE SOUTH 59°29'41" EAST, A DISTANCE OF 28.52 FEET;
THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 52.50 FEET;
THENCE SOUTH 32°21'11" WEST, A DISTANCE OF 38.02 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE EAST, WHENCE RADIAL BEARS NORTH 19°23'01" EAST, THROUGH A CENTRAL ANGLE OF 50°38'12", A DISTANCE OF 162.88 FEET;
THENCE SOUTH 19°23'01" EAST, A DISTANCE OF 22.93 FEET, TO THE BEGINNING OF A CURVE;
THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE NORTHWEST, THROUGH A CENTRAL ANGLE OF 84°47'54", A DISTANCE OF 162.77 FEET TO A POINT OF REVERSE CURVATURE;
THENCE EASTERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE SOUTH, THROUGH A CENTRAL ANGLE OF 97°22'41", A DISTANCE OF 4.81 FEET;
THENCE SOUTH 17°30'21" EAST, A DISTANCE OF 30.60 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE SOUTH, WHENCE RADIAL BEARS SOUTH 17°30'21" EAST, THROUGH A CENTRAL ANGLE OF 97°22'41", A DISTANCE OF 32.14 FEET;
THENCE SOUTH 17°40'21" EAST, A DISTANCE OF 26.06 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE SOUTHWEST, WHENCE RADIAL BEARS SOUTH 17°41'21" EAST, THROUGH A CENTRAL ANGLE OF 96°51'11", A DISTANCE OF 163.87 FEET;
THENCE SOUTH 19°29'12" EAST, A DISTANCE OF 26.41 FEET;
THENCE SOUTH 19°29'12" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 19°29'12" WEST, A DISTANCE OF 38.28 FEET, TO THE EAST RIGHT-OF-WAY LINE OF 144TH DRIVE, AS SHOWN IN MAP OF DEDICATION FOR MARLEY PARK LEGACY CHARTER SCHOOL, BOOK 121, PAGE 17, M.C.R. #;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 19°29'12" WEST, A DISTANCE OF 85.17 FEET;
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 144TH DRIVE, SOUTH 75°29'41" WEST, A DISTANCE OF 43.30 FEET;
THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 19°29'12" WEST, A DISTANCE OF 315.84 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 84°48'21", A DISTANCE OF 138.36 FEET;
THENCE NORTH 17°41'21" WEST, A DISTANCE OF 34.84 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.30 FEET, CONCAVE NORTH, WHENCE RADIAL BEARS NORTH 17°41'21" WEST, THROUGH A CENTRAL ANGLE OF 97°22'41", A DISTANCE OF 1.50 FEET;
THENCE NORTH 17°34'11" WEST, A DISTANCE OF 34.84 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, CONCAVE NORTHWEST, WHENCE RADIAL BEARS NORTH 17°34'11" WEST, THROUGH A CENTRAL ANGLE OF 91°31'53", A DISTANCE OF 143.79 FEET;
THENCE NORTH 18°29'12" WEST, A DISTANCE OF 228.41 FEET, TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,341.50 FEET, CONCAVE EAST, THROUGH A CENTRAL ANGLE OF 84°41'12", A DISTANCE OF 365.79 FEET;
THENCE NORTH 17°29'41" WEST, A DISTANCE OF 28.52 FEET;
THENCE NORTH 12°21'11" WEST, A DISTANCE OF 52.50 FEET;
THENCE NORTH 32°21'11" EAST, A DISTANCE OF 38.02 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,341.50 FEET, CONCAVE EAST, WHENCE RADIAL BEARS NORTH 79°17'41" EAST, THROUGH A CENTRAL ANGLE OF 11°29'54", A DISTANCE OF 438.14 FEET;
THENCE NORTH 49°31'11" EAST, A DISTANCE OF 108.93 FEET;
THENCE NORTH 49°31'11" WEST, A DISTANCE OF 28.28 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WADDELL ROAD, TO THE POINT OF BEGINNING.

CONTAINING 198.59 SQUARE FEET OR 3/4 ACRES, MORE OR LESS.

LEGEND

- △ CORNER OF THIS SUBDIVISION SET
- SURVEY MONUMENT IN PLACE, TWO OR MORE, UNLESS OTHERWISE NOTED
- ★ SURVEY MONUMENT FOUND AS NOTED
- SURVEY MONUMENT BRASS CAP TO BE SET AT THE TIME OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
- B.K. BRASS CAP FLUSH
- R.K. BRASS CAP FLUSH
- P.S. PAGE
- C.O.S. CITY OF SURPRISE
- B.C.H. BRASS CAP IN HANDSHELF
- R.W. RIGHT-OF-WAY
- EX. EXISTING
- FS. FOUND
- DOC. DOCUMENT
- PL. PUBLIC UTILITY EASEMENT
- L.I. PROPERTY LINE - LINE TABLE ITEM
- CA. CENTERLINE
- SECTION LINE
- RIGHT-OF-WAY LINE

LINE AND CURVE TABLE

LINE TABLE		CURVE TABLE	
LINE	BEARING	CURVE	DELTA
L1	S49°30'11"W	C1	84°47'54"
L2	S89°29'41"E	C2	87°29'41"
L3	S12°30'11"E	C3	1°30'01"
L4	S12°22'21"W	C4	96°51'11"
L5	S17°30'21"E	C5	84°48'21"
L6	S14°21'11"E	C6	97°22'41"
L7	S44°30'11"E	C7	91°31'53"
L8	S19°29'41"E	C8	1°17'32"
L9	S29°29'41"W	C9	97°22'41"
L10	N07°30'11"W		
L11	S29°29'41"W		
L12	N17°34'11"W		
L13	N17°34'11"W		
L14	N07°30'21"W		
L15	N12°34'11"W		
L16	N12°34'11"W		
L17	N44°30'11"W		
L18	N17°34'11"W		
L19	N17°34'11"E		

RADIAL BEARINGS	
LINE	BEARING
L1	N07°30'11"W
L2	N07°30'21"E
L3	S12°34'11"E
L4	S12°34'11"E
L5	S12°34'11"E
L6	S12°34'11"E
L7	S12°34'11"E
L8	S12°34'11"E
L9	S12°34'11"E
L10	S12°34'11"E
L11	S12°34'11"E
L12	S12°34'11"E
L13	S12°34'11"E
L14	S12°34'11"E
L15	S12°34'11"E
L16	S12°34'11"E
L17	S12°34'11"E
L18	S12°34'11"E
L19	S12°34'11"E

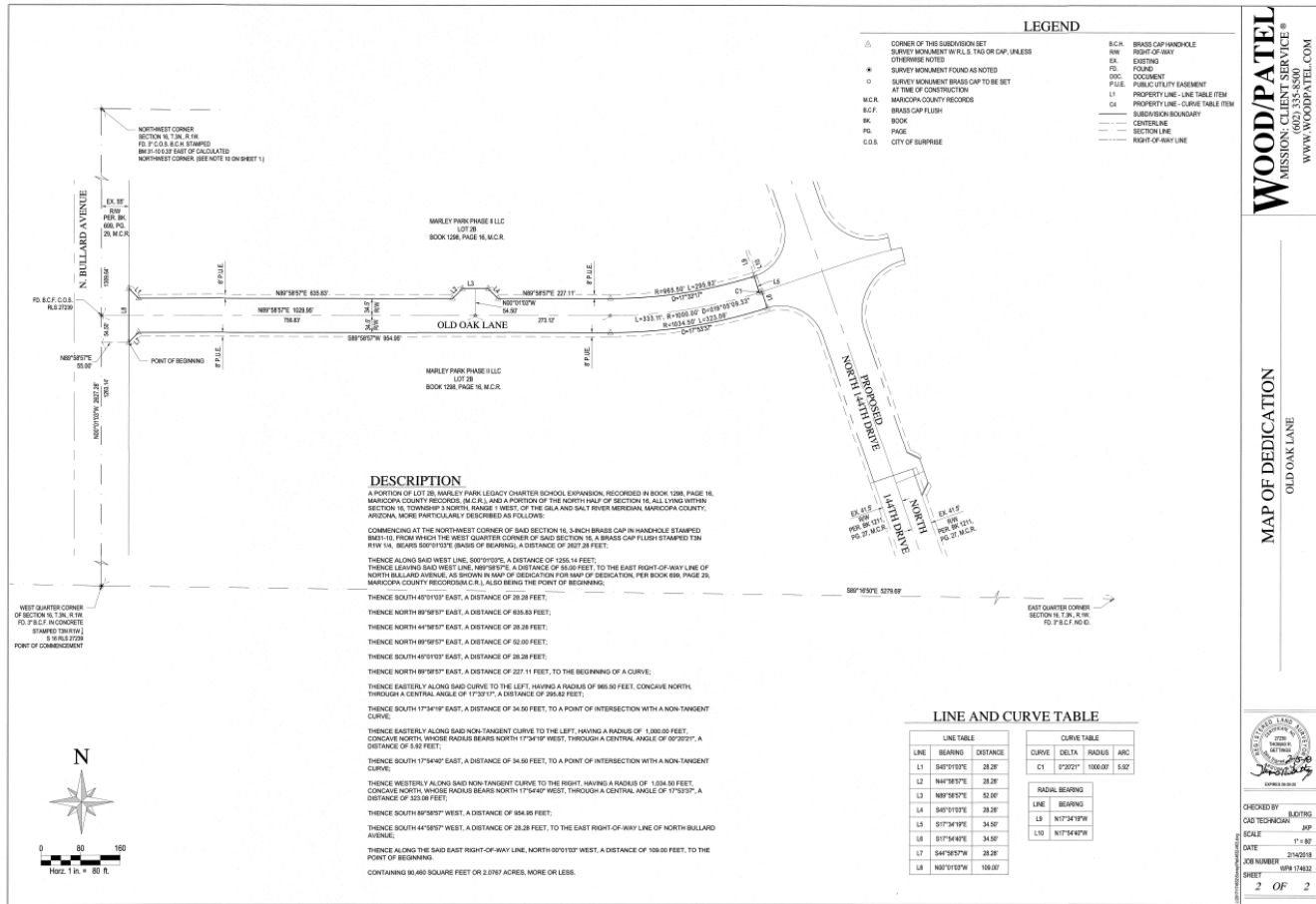
MARLEY PARK PHASE 3 LLC
LOT 28
BOOK 128, PAGE 16, M.C.R.

PROPOSED
OLD OAK LANE



0 50 100
Feet 1" = 40' 80'

FS17-618 Old Oak Ln MOD





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: February 13, 2018

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

**Re: FS17-584 Marley Park Phase 4 & 5 Sweetwater Avenue MOD Dedication
of Right of Way Valuation**

The Value of the Right of Way associated with the Marley Park Phase 4&5 Sweetwater Avenue MOD FS17-584 is \$1,611,065.00.

The area being dedicated as right-of-way is 322,213 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	March 20, 2018	Contact Person:	Kendra Pettis
Submitting Department:	Econ Development	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Consideration and action to enter a lease agreement with Ottawa University allowing the University to lease approximately 14 acres of City-owned land for a term of 65 years at a market-rate rent and granting to Ottawa University 1) an option to lease additional City land totaling approximately 23 acres, and 2) an option to purchase any real property contained in the lease if certain conditions of the agreement are met by the University.

Motion:

I move to approve Resolution 2018-46.

Background:

The City Council Strategic Plan identifies the facilitation of a university campus development as a key initiative. City Council, management and staff have worked since 2011 identifying university partner candidates, university land needs and shared facility opportunities. As a result of these efforts, Ottawa University announced in February of 2017 its intent to build a residential university campus in Surprise. Ottawa University welcomed its first fall class in August of 2017 with 434 students. In October of 2017 Ottawa completed construction of its competition field and announced in December 2017 a \$6 million donation to aid in the construction of new athletic facilities.

The lease agreement will require Ottawa University to pay a market-rate rent to the City in exchange for the ability to develop 14 acres of City-owned property adjacent to City Hall. This will allow the University to build athletic, housing, and dining facilities for students. The lease gives Ottawa an option to lease an additional 23 acres of City-owned property if needed for the further growth of the University, including 20 acres of land recently acquired from Surprise Center Development Company and identified for civic and education use.

The lease agreement also gives the University the option to purchase any of the real property contained in the lease starting in year five as long as the University has at least 1,000 students enrolled at its Surprise campus. The purchase must be executed through either a special election purchase auction pursuant to Ariz. Rev. Stat 9-403 or a land exchange pursuant to Ariz. Rev. Stat 9-407.

Objective Analysis:

The City is authorized to lease and convey City-owned real property pursuant to Ariz. Rev. Stat. Section 9-241 and to spend public monies in connection with economic development activities pursuant to Ariz. Rev. Stat. Section 9-500.11. Approval of the lease would fulfill the City Council's goal in its 2013 Strategic Plan of facilitating development of a undergraduate liberal arts college campus within Surprise. The City would benefit financially, because Ottawa University would pay market rate rent for the property subject to the lease, as well as pay market value for any property that it should purchase in the future. Ottawa has already made a substantial investment in the project by installing its competition field and plans to break ground in the near future on construction of an athletics building using a private donation of \$6 million. Other benefits to the City include increasing economic activity and development generally in the area of the Civic Center, creating additional jobs for Surprise residents, providing a local undergraduate liberal arts college education option for Surprise residents, and providing additional recreational and cultural opportunities for Surprise residents.

Policy Compliant:

The agreement is consistent with the City Council Strategic Plan on higher education.

Financial Impact:

The agreement will generate annual rent of approximately \$100,000 to the City for 14 acres of City-owned property with an annual escalator to account for inflation. Each acre of property available through the lease option will have the same per acre rent and annual inflation. The property may be purchased or exchanged with other property in the future. The University will also pay approximately \$31,000 per acre in installment payments in order to give the City funds necessary to release deed restrictions upon the property.

Budget Impact:

The City will collect annual revenue from the University on a per-acre calculation that adjusts annually by CPI. This revenue consists of both a land lease component and a deed restriction release component. The release component will be reserved in an account for future contingent liability. Since the number of acres and timing of the start of these payments is unknown, a budget amendment is not being brought to Council at this time. Prior to any expenses being paid utilizing these funds, there will be a budget amendment brought to Council.

FTE Impact:

None.

ATTACHMENTS:

Click to download

- ☐ [Res 2018-46 Lease Agreement with Option](#)
 - ☐ [City - Ottawa Land Lease \(Agreement\)](#)
 - ☐ [City - Ottawa Land Lease \(Presentation\)](#)
 - ☐ [City - Ottawa Land Lease \(Staff Report\)](#)
-

RESOLUTION # 2018-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA TO ENTER INTO A GROUND LEASE AGREEMENT WITH OTTAWA UNIVERSITY TO LEASE, WITH AN OPTION TO PURCHASE, APPROXIMATELY 14 ACRES OF CITY-OWNED REAL PROPERTY AND GRANTING OTTAWA UNIVERSITY AN OPTION TO LEASE AND PURCHASE ADDITIONAL CITY-OWNED REAL PROPERTY

WHEREAS, the City of Surprise is authorized to lease and convey City-owned real property pursuant to Ariz. Rev. Stat. § 9-241 and to spend public monies in connection with economic development activities pursuant to Ariz. Rev. Stat. § 9-500.11;

WHEREAS, the Mayor and City Council set a goal in its 2013 Strategic Plan to facilitate development of a undergraduate liberal arts college campus within the City of Surprise;

WHEREAS, Ottawa University has commenced operation of a undergraduate liberal arts campus operating within leased space at what is known as the “Communiversity Building” adjacent to the Surprise City Hall;

WHEREAS, Ottawa University requires additional real property to fully develop its campus and accommodate its growing student population and educational and athletic programming needs;

WHEREAS, the parties have negotiated a Lease Agreement with Option (the “Agreement”) wherein the City agrees to lease approximately 14 acres of City-owned real property to Ottawa University for a term of 65 years with a purchase option, which property Ottawa will use to develop academic, administrative, athletic, housing, and dining facilities for its students;

WHEREAS, the Agreement also includes provisions pursuant to which Ottawa University may lease, with an option to purchase at market rates, approximately 23 additional acres of City-owned real property for future expansion of its undergraduate liberal arts college campus;

WHEREAS, Ottawa University agrees to pay the City annual market-rate rent adjusted annually by a Consumer Price Index (“CPI”) for the right to lease the City-owned real property subject to the Agreement, and Ottawa will pay an additional amount for the cost of releasing existing deed restrictions on the leased property;

WHEREAS, Ottawa University has already constructed a competition field, at its sole cost and expense, and will also construct, at its sole cost and expense, an indoor

athletic center, an outdoor athletic center, student housing, and a dining and recreation facility on the leased property;

WHEREAS, Ottawa University has committed to maintaining accreditation with the Higher Learning Commission and receiving acceptance into a collegiate athletic association; and

WHEREAS, the Mayor and City Council find that the City will receive numerous economic, civic, and community benefits by entering into the Agreement with Ottawa University, such as the creation of additional jobs for Surprise residents, providing a local undergraduate liberal arts college education option to Surprise residents, facilitating additional development within the Surprise Civic Center, and providing additional recreational and cultural opportunities to Surprise residents.

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

Section 1. The Lease Agreement with Option attached as Exhibit A is approved.

Section 2. The Mayor or her designee is authorized to execute all documents and take all steps necessary to effectuate the Agreement.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

LEASE AGREEMENT WITH OPTION

EXHIBIT A-1 – Initial Parcel
EXHIBIT A-2 – Zone Map of Initial Parcel
EXHIBIT A-2-1 – Zone 1 of Initial Parcel
EXHIBIT A-2-2 – Zone 2 of Initial Parcel
EXHIBIT A-2-3 – Zone 3 of Initial Parcel
EXHIBIT A-3 – North Parcel
EXHIBIT A-4 – Reserved Parcel
EXHIBIT A-5 – Site Plan
EXHIBIT A-6 – Communiversity Parcel
EXHIBIT A-7 – Square Mile Civic Center Development Area
EXHIBIT B – Declaration of Restrictions
EXHIBIT C – Rent Calculation Example

TABLE OF CONTENTS

RECITALS	1
AGREEMENT	2
ARTICLE I. PROJECT DESCRIPTION AND SCOPE	3
ARTICLE II. DESIGN AND CONSTRUCTION	3
ARTICLE III. DEVELOPMENT AND OPERATION REQUIREMENTS	9
ARTICLE IV. LEASE TERMS AND CONDITIONS	12
ARTICLE V. LEASE OPTIONS	34
ARTICLE VI. ELECTION TO PURCHASE; LAND EXCHANGES.	39
ARTICLE VII. ADMINISTRATIVE REVIEW AND DISPUTE RESOLUTION	43
ARTICLE VIII. EVENTS OF DEFAULT AND CURE	44
ARTICLE IX. MISCELLANEOUS PROVISIONS	47

This Lease Agreement with Option (the "Lease") is executed to be effective as of March 20, 2018 (the "Effective Date") between THE CITY OF SURPRISE, an Arizona municipal corporation ("Surprise" or "Landlord"), and OTTAWA UNIVERSITY, a Kansas non-profit corporation ("Ottawa" or "Tenant"). Landlord and Tenant may be referred to jointly as "Parties," and each separately as a "Party."

RECITALS

A. Surprise is the owner of approximately 14 acres of real property (the "Initial Parcel") generally located at the northwest corner of North Civic Center Drive and West Tierra Buena Lane, in Surprise, Arizona. The Initial Parcel is more particularly described on the attached Exhibit A-1. Surprise also owns and has improved in the vicinity of the Initial Parcel certain civic and recreational facilities (the "Civic/Recreation Campus"), including without limitation its City Hall and municipal offices, the Surprise Tennis and Racquet Complex, and Surprise Community Park. A Zone Map of Initial Parcel, dividing the Initial Parcel into three construction zones, is attached as Exhibit A-2 and the legal descriptions for each of the component zones are attached as Exhibits A-2-1 through A-2-3, respectively.

B. Surprise is also the owner of approximately 2 acres of real property (the "North Parcel") generally located north of and abutting the Initial Parcel and currently including a championship tennis court stadium and field. The North Parcel is more particularly described on the attached Exhibit A-3.

C. Surprise also is the owner, or anticipates becoming the owner, of approximately 20 acres of real property (the "Reserved Parcel") generally located south of the Initial Parcel at the southwest corner of North Civic Center Drive and West Tierra Buena Lane. The Reserved Parcel is more particularly described on the attached Exhibit A-4.

D. Surprise also owns an approximately 0.6 acre parcel (the "Communiversity Parcel"), more particularly described on the attached Exhibit A-6, south of its City Hall upon which is a building (the "Communiversity Building") currently controlled by the Maricopa County Community College District ("MCCCD") and occupied by Ottawa pursuant to a lease agreement with MCCCD dated March 7, 2017 (the "Communiversity Agreement"), the terms of which are acceptable to Surprise and which includes an option for Ottawa to acquire title to the Communiversity Building. In the event that Ottawa does acquire title to the Communiversity Building, and in the further event that Ottawa exercises its option to lease the Communiversity Parcel, then subject to such conditions and additional terms provided for herein, the Premises shall thereafter also include the Communiversity Parcel, including, subject to the conditions stated herein, an option to purchase the Communiversity Parcel.

E. Ottawa plans to cause to be constructed a residential university campus (the "University Campus") to serve undergraduate, graduate, and professional certification students. The University Campus is planned to be constructed to include, at a minimum:

- a football/multi-purpose stadium with game field, lights, scoreboard, press box, bleachers, an outdoor athletics support facility with locker rooms, vending area (including without limitation, retailing, food, and souvenir vending), and associated parking (together the "Competition Field and Outdoor Athletic Facilities");
- an indoor recreation facility of no less than 50,000 square feet and meeting standards sufficient to host competitive intercollegiate sports including basketball and volleyball (the "Indoor Activity Center"); and

- an initial structure or structures for residential housing for no less than 192 students and associated parking and kitchen, dining, and recreation facilities (together the “Dorms and KDR Facility”).

The Competition Field and Outdoor Athletic Facilities, Indoor Activity Center, and the Dorms and KDR Facility are collectively the “Tenant Improvements.” The Tenant Improvements are anticipated to be constructed substantially consistent with the above minimum requirements and the “Site Plan” attached as Exhibit A-5. The parties recognize that final design of the site plan is evolving and Exhibit A-5 may be updated by mutual written consent so long as the design update is consistent with the minimum requirements established above. The initial structure is designed, and anticipated future structures for residential housing are currently planned, to accommodate adding additional floors to be able to house additional residential students. The University Campus is also planned to include use of the Communiversity Building (described below) located within the Civic/Recreation Campus.

F. Upon execution of this Lease, it shall initially apply only to the Initial Parcel as the “Premises.” In the event that Ottawa exercises an option to lease the North Parcel, then subject to such conditions and additional terms provided for herein, the Premises shall thereafter also include the North Parcel. In the event that Ottawa exercises an option to lease the Reserved Parcel, then subject to such conditions and additional terms provided for herein, the Premises shall thereafter also include the Reserved Parcel. Any of the Initial Parcel, the North Parcel, the Reserved Parcel, or the Communiversity Parcel (defined above) may be referred to as a “Parcel” or in any combination as “Parcels.”

G. In addition to this Lease and the Communiversity Agreement, the development of the University Campus contemplates certain shared use agreements (the “Facilities Use Agreements”) (defined herein) with respect to the Parties’ desire to coordinate certain related improvements, blending or integration of uses of the Civic/Recreation Campus and the University Campus, and certain sharing of use of facilities.

H. Ottawa desires to lease, and Surprise is willing to lease, pursuant to the terms of this Lease, that certain real property comprising the Premises. Tenant intends to, and will, use the Premises solely for the construction and operation of its University Campus, and only as permitted by the terms of this Lease and in conformance with the Facilities Use Agreements and any development agreements that the parties may execute.

I. The Parties also desire to provide for certain options for renewal/extension of the term of this Lease and/or for purchase and conveyance of the Premises arising at specified times and exercisable under specified conditions as further provided herein.

J. Construction, development, and operation of a four-year residential university consistent with this Lease are material consideration for this Lease. Ottawa will provide or cause to be provided all items and services necessary to create and operate a residential university to meet or exceed the quality and spirit of the campus of Ottawa University in Ottawa, Kansas.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein, and the terms and conditions of this Lease, the Parties agree as follows:

ARTICLE I. PROJECT DESCRIPTION AND SCOPE

1.1 PROJECT. Tenant will cause the Premises to be developed as an accredited institution of higher education offering post-secondary degrees operating under the name “Ottawa University-Arizona at Surprise” (the “Project”). Although with respect to Tenant Improvements this Lease concerns only development of the Initial Parcel, Surprise and Ottawa intend that Ottawa will continue to develop the University Campus in multiple phases over a multi-year period.

1.2 PROJECT DESCRIPTION. Subject to the terms and conditions of this Lease, the Parties intend for the Premises to be developed exclusively for: (i) the University Campus and (ii) certain shared use and/or uses between Surprise and Ottawa which Surprise deems compatible with the operation of the University Campus and the Civic/Recreation Campus. The Project will consist primarily of the University Campus and the facilities subject to the Facilities Use Agreements discussed below.

1.3 FACILITIES USE AGREEMENTS. Prior to expiration of the Due Diligence Period (Section 3.1.5), Landlord and Tenant shall execute, in such form as the Parties mutually agree, Master Facilities Use Agreements, pursuant to which the Parties will execute one or more additional agreements, including without limitation: (i) a reciprocal access and parking agreement (the “Reciprocal Access and Parking Agreement”) to permit access and common use of a driveway located near the west boundary of the Initial Parcel, Tenant use of parking at DreamCatcher Park, and Landlord use of parking to be constructed on the Initial Parcel; (ii) a shared use agreement regarding the Competition Field and Outdoor Athletic Facilities (the “Outdoor Rec Center/Stadium Agreement”) pursuant to which Landlord will pay an annual use fee for specified use of those facilities; (iii) a shared use agreement regarding the Indoor Activity Center (the “Indoor Activity Center Agreement”) pursuant to which Landlord will pay an annual use fee for specified use of those facilities; (iv) a shared use agreement regarding Landlord’s recreation campus, which includes Landlord’s professional baseball stadium and practice fields, and the adjacent “8-Acre Field” (the “Recreation Campus Agreement”); (v) a shared use agreement regarding the Surprise Tennis & Racquet Center (the “Tennis Facilities Agreement”); and (vi) a parking agreement addressing the temporary use by Tenant of a specified number of parking spaces in the municipally owned parking structure adjacent to the Premises and the Surprise City Hall, certain use for overflow parking by Landlord of a portion of the Premises within the southwest corner of Civic Center Drive and Tierra Buena Lane prior to development by Tenant (the “Parking Agreement”). From time-to-time during the phased development of the University Campus, Landlord and Tenant may enter into one or more additional agreements for certain shared use of the Surprise Farms Community Softball Complex, the DreamCatcher Park recreational field, and/or possible other area facilities operated by either Landlord or Tenant (together the “Additional Facilities Use Agreements”). The Master Facilities Use Agreements, the Reciprocal Access and Parking Agreement, the Outdoor Rec Center/Stadium Agreement, the Indoor Activity Center Agreement, the Recreation Campus Agreement, the Tennis Facilities Agreement, the Parking Agreement, and the Additional Facilities Use Agreements are collectively the “Facilities Use Agreements.”

ARTICLE II. DESIGN AND CONSTRUCTION

2.1 LANDLORD IMPROVEMENTS. There are no improvements with respect to the University Campus that are to be completed, provided, or paid for by Landlord. Except as may be separately provided in any of the Facilities Use Agreements, no improvements of any kind shall be completed by Landlord. Notwithstanding the foregoing, Landlord will be making infrastructure improvements for the benefit of the square mile Civic Center development area depicted on Exhibit A-7. These improvements

may generally include water, wastewater, reclaimed water, drainage, dry utility, and active open space improvements. As these improvements will take time to plan and install, Landlord reserves the right to install these improvements on the Premises, so long as they do not unreasonably interfere with the operations of Ottawa. These improvements may be coordinated and phased with the Tenant Improvements.

2.2 TENANT IMPROVEMENTS. Tenant or its agent shall not place or construct upon the Premises any improvement that is not consistent with the uses permitted by Section 4.2 below of this Lease. Tenant agrees to complete, or have completed, the Tenant Improvements within the timeframes described in Section 2.3 below. Further, Tenant agrees to complete, at its own expense, all improvements necessary for the Premises to be operated as intended and allowed under this Lease, including but not limited to all furniture, equipment, trade fixtures, and other personal property needed by Tenant to operate the Premises as intended under this Lease.

2.3 ZONE REQUIREMENTS. All of the Tenant Improvements shall be completed on or prior to the end of Year 5 (defined in Section 4.3.2). An improvement shall be deemed completed if a Certificate of Occupancy (or equivalent City of Surprise approval) has been issued for that improvement; provided, however, that if the application for approval of a Certificate of Occupancy is pending on the last day of Year 5, then such deadline shall be extended to the date upon which Landlord has acted upon that application for approval. In the event that the Indoor Activity Center is not fully completed on or prior to the end of Year 5, then the Lease shall immediately terminate as to the portion of the Initial Parcel identified as Zone 1 and, as of the start of Year 6, the Premises shall not include Zone 1. In the event that the Competition Field and Outdoor Athletic Facilities are not all completed on or prior to the end of Year 5, then the Lease shall immediately terminate as to the portion of the Initial Parcel identified as Zone 2 and, as of the start of Year 6, the Premises shall not include Zone 2. In the event that the Dorms and KDR Facility are not all completed on or prior to the end of Year 5, then the Lease shall immediately terminate as to the portion of the Initial Parcel identified as Zone 3 and, as of the start of Year 6, the Premises shall not include Zone 3. In the event that any of the real property in Zone 1, Zone 2, and/or Zone 3 ceases to be a part of the Premises, then the Premises Rent (Section 4.4 below) shall be payable only with respect to the real property of the Initial Parcel remaining in the Premises for the remainder of the Term and, if the applicable lease option is exercised, the Communiversity Parcel.

2.4 NO ALTERATIONS. Tenant shall make no material improvements, alterations, additions, enhancements or modifications to the Premises during the Term of this Lease without the prior written permission of Landlord, which permission shall not be unreasonably withheld, conditioned, or delayed. The provisions of this Section 2.4 shall not apply to the repair, replacement, or maintenance of the Premises or improvements. Tenant shall obtain Landlord approval for the size, location, orientation, and exterior design of all structures prior to commencement of construction. Notwithstanding the foregoing or anything otherwise contrary in this Lease, any amendments, changes or alterations to the design, plans or specifications relating to the interior of any structure shall not require the consent of Landlord unless such consent is otherwise required by any Facilities Use Agreement or applicable laws and codes, such as, for example, building, permitting, and zoning codes.

2.5 TITLE TO ALTERATIONS AND IMPROVEMENTS. At all times during the Term of this Lease, (i) all improvements, alterations, additions, enhancements, or modifications on the Premises shall be owned solely by Tenant or, subject to the provisions of Section 4.8, one or more developers with possession of the Premises through Tenant (each a “Developer”), (ii) Tenant or Developer, but not Landlord, shall be entitled to all of the tax attributes of ownership including, without limitation, the right to claim

depreciation or cost recovery deductions, and (iii) Tenant or Developer, but not Landlord, shall have the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Premises. Upon expiration or other termination of this Lease, title to such items shall automatically transfer to Landlord without payment therefor by Landlord, and shall be surrendered to Landlord upon expiration or other termination of this Lease (including without limitation a partial termination as to Zone 1, Zone 2, or Zone 3 pursuant to Section 2.3). In such event, Tenant agrees to execute and deliver to Landlord, or cause to be executed by Developer and delivered to Landlord, as applicable, within ten (10) business days after any request by Landlord therefor, a quitclaim deed (or an assignment of all ownership rights) confirming that title to such improvements and alterations has transferred to Landlord.

2.6 MECHANICS' LIENS. Tenant shall keep the Premises and all improvements thereon free of any mechanic or materialmen's liens from any third party claiming by or through Tenant. In the event that any such lien is filed, Tenant shall, at its sole cost, cause such lien to be removed by bonding or otherwise within thirty (30) calendar days of notice thereof. With reference to any lien arising during or relating to a period of Tenant's occupancy of the Premises, this obligation shall survive the expiration or other termination in whole or in part of this Lease.

2.7 NO IMPLIED CONSENT TO THIRD PARTIES. Nothing contained in this Lease shall be deemed or construed in any way as constituting Landlord's express or implied authorization, consent, or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services, or the furnishing of any materials for any improvements, alterations to, or repair of the Premises or any part thereof.

2.8 PERMITS REQUIRED. Tenant's construction (including but not limited to structural, electrical, plumbing, or mechanical construction or reconstruction) involving the Premises shall conform to the City Code for the City of Surprise, including the City of Surprise's construction and technical codes. Tenant shall be responsible for determining whether it is subject to any other building/construction codes or permit requirements, and for compliance with them to the extent they are applicable to Tenant's work. No such work shall be commenced without first submitting required plans and obtaining required permits from the City of Surprise. All such work shall be permitted, inspected, and approved by the City of Surprise.

2.9 TEMPORARY CONSTRUCTION LICENSE/ACCESS. Landlord grants to Tenant, with respect to the North Parcel, Reserved Parcel, and Community Parcel prior to becoming part of the Premises, and Tenant grants to Landlord with respect to any portion of the Premises, a non-exclusive temporary construction license (a "TCL") over that portion of the aforementioned real property as may be reasonably necessary to construct any improvements which either Party may have agreed to or be obligated to construct pursuant to any agreement, including any of the Facilities Use Agreements. The TCL shall commence at such time as the affected Party designs and/or constructs an applicable improvement and/or needs access to the TCL area for soils testing, surveying, and preparation of construction plans as well as for conducting at risk grading, excavation, construction staging (e.g. erection of a construction fence and temporary water tower, installation of temporary signage, and staging of construction equipment) and similar activities, and shall expire upon the earlier of completion of the applicable Tenant Improvements (including final inspection) or five (5) years after the Commencement Date. If the TCL has not then expired, its term shall be extended, or if the TCL has expired, its term shall be revived, for an additional five (5) years upon the occurrence of any of the following (each defined below): (i) the North Parcel Premises Date; (ii) the Reserved Parcel Premises

Date; or (iii) the Communiversity Parcel Premises Date.” Notwithstanding the foregoing and in addition to any TCL during the term(s) of the Facilities Use Agreements, each Party shall have a non-exclusive easement to cross the real property in possession of the other Party as necessary for reasonable access to perform obligations or receive the benefits of the other Party’s performance of the Facilities Use Agreements.

2.10 CONTRACTOR ASSURANCES. Tenant shall at least two weeks before the commencement of any construction work by Tenant or Tenant’s agents having an estimated cost of more than Thirty Thousand Dollars (\$30,000) provide to Landlord evidence of the following assurances (the “Contractor Assurances”) in favor of Landlord, assuring that Tenant’s contractors will timely and properly complete the work and pay all suppliers and subcontractors for the work completed as follows:

2.10.1. Contractor Assurance Amount. Each Contractor Assurance shall be in an amount (the “Contractor Assurance Amount”) equal to one hundred twenty-five percent (125%) of the full contract amount or such lesser amount as Landlord might agree with regard to any particular contract (but never less than 100% of the contract amount).

2.10.2. Contractor Assurances Required. Tenant’s obligation to cause its contractors to provide Contractor Assurances includes both of the following:

2.10.2.1. Payment Bond. A payment bond that is executed and furnished as required by A.R.S., title 34, chapter 2, article 2 or chapter 6, as applicable, for the protection of all persons supplying labor or material to Tenant, the contractor, or its subcontractors for the performance of the construction provided for in the contract.

2.10.2.2. Performance Bond. A performance bond that is executed and furnished as required under A.R.S., title 34, chapter 2, article 2 or chapter 6, as applicable, conditioned on the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be for the protection of Landlord and shall include Landlord as an obligee.

2.10.3. Change Orders. In the event any construction contract amount is increased beyond the Contractor Assurance Amount by any change order executed by Tenant or Tenant’s Developer, then the penal sum of both the performance bond and the payment bond shall be increased to equal the total contract price as amended by any change orders.

2.10.4. Prevailing Party. Each such bond shall include a provision allowing the prevailing party or successful party in any suit on such bond to recover as part of the judgment or award such reasonable legal expenses (including both taxable costs and attorneys’ fees) as may be fixed by a judge of the court or adjudicating tribunal.

2.10.5. Form and Bond Rating. Both the performance bond and the payment bond furnished as Contractor Assurances shall be in a form suitable to Landlord, shall be issued by a company rated A- or better by A.M. Best Co., or such other rating as may be acceptable to Landlord, and shall be executed by a surety or sureties holding a certificate of authority to transact surety business in this state issued by the director of the Arizona Department of Insurance pursuant to A.R.S., title 20, chapter 2, article 1, and reasonably acceptable to Landlord. The bonds shall not be executed by an individual surety or sureties even if the requirements of A.R.S. § 7-101 are satisfied. The bonds shall be payable solely to Landlord.

2.10.6. Delivery of Copies. Copies of such bonds shall be filed with Landlord before the commencement of any work on any such contracts.

2.10.7. Substitute Bond. If at any time a surety on any such bond is declared bankrupt, or insolvent, made the subject of receivership proceedings, or loses its right to transact business in Arizona, then within ten (10) days of receiving notice of such event, and at no expense to Landlord, Tenant shall cause to be substituted an acceptable bond (or bonds) in such form and such sum and signed by such surety as may be satisfactory to Landlord.

2.10.8. Contractor Assurance Claims. Landlord shall not make demand on a Contractor Assurance contrary to the provisions of this Agreement; but in the event of a dispute over Landlord's obtaining and using the benefits of a Contractor Assurance, Tenant shall not interfere in any way (including without limitation, restraining order, injunctions or other judicial remedies, all of which are hereby unconditional and irrevocably waived) with Landlord's obtaining or using the funds or other benefits of the Contractor Assurance.

2.10.9. Landlord's Improvement Assurance Claim. In the event Tenant is in default or the construction is not completed or timely progressing for any reason, Landlord shall have the right to make claim upon any Contractor Assurance sufficient to complete the construction and to pay all other costs and expenses related to such construction. Additionally, in such event, Landlord shall have the right to claim an amount sufficient to pay all costs of litigation, attorneys' fees and costs required by a judgment or decision relating to any contingent liability that, in the opinion of Landlord, may be outstanding at the time of termination. Further, Landlord may, subject to the express provisions hereof, including the notice and cure provisions of Section 8.1.2 below hereof, draw on any Contractor Assurance at any time Tenant is in default to satisfy Tenant's obligations under this Agreement.

2.10.10. Contractor Assurance Term. Each Contractor Assurance shall require the issuer to give Landlord not less than thirty (30) days or more than sixty (60) days advance notice of expiration or other termination. Any replacement Contractor Assurance must be delivered to Landlord at least thirty (30) days before expiration of the Contractor Assurance being replaced. Any replacement Contractor Assurance must meet all requirements of this Agreement. No Contractor Assurance may be modified without Landlord's consent.

2.10.11. Release of Contractor Assurance. Within thirty (30) days after the last to occur of the following, Landlord shall give to Tenant notice that the Contractor Assurance is released:

- (a) Tenant's completion of the improvements;
- (b) Tenant's payment of all design, construction, and all other amounts to be paid in connection with construction of the improvements;
- (c) Tenant's performance and payment of all other obligations related to the Contractor Assurance and the construction, payment and other obligations thereto; and
- (d) Tenant's giving to Landlord notice requesting the release stating that the preceding conditions have been satisfied along with such supporting documentation as Landlord may reasonably require.

2.11 MAINTENANCE AND REPAIRS.

2.11.1. Tenant's Maintenance, Repairs, and Replacements. Tenant shall, at its sole cost and expense, throughout the Term of this Lease, keep the Premises and all improvements thereon in a

neat and clean condition and in good order, condition, and repair, and shall make and perform all maintenance and all necessary repairs and replacements thereto, structural and non-structural, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind, and description. Without limiting the foregoing, Tenant shall, at its sole cost and expense, throughout the Term of this Lease, take good care of, repair and maintain (and replace when necessary) all structures, improvements, roofs, HVAC improvements, plumbing and electrical improvements, fixtures, walls, ceilings, floor coverings, parking areas, landscape areas, community amenities including outdoor recreational equipment, asphalt, concrete, driveways, and pathways in or on the Premises. All repairs made by Tenant shall be at least equal in quality to the original work and shall be made in accordance with all laws, ordinances, and regulations whether heretofore or hereafter enacted. Tenant's obligation to make repairs, and the use of the word "repairs" in this paragraph, includes all necessary replacements, renewals, alterations, additions, and betterments, whether capital or non-capital in nature. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction, age, and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to the Premises and all improvements therein. Tenant shall prepare, maintain, and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping, and air conditioning systems on the Premises. Upon written request by Landlord, Tenant shall provide a copy of such schedule to Landlord and a list of the dates on which such maintenance was actually done.

2.11.2. No Landlord Maintenance or Repairs. Landlord shall have no obligation to repair, maintain, or replace anything on or in the Premises or any improvements thereto. If Tenant fails to maintain and repair the Premises as required under this Lease, Landlord may (but has no obligation to) upon thirty (30) days prior written notice to Tenant, make such repairs or maintain the Premises, and Tenant shall reimburse Landlord within thirty (30) days of invoice to Tenant for such costs; and Landlord shall have access to the Premises and within the buildings and improvement therein to enable Landlord to perform such maintenance and repairs that Tenant fails to perform.

2.11.3. Damage to Landlord's Property. Any improvements, or real or personal property of Landlord on the Premises (except excluding any for which demolition or removal is approved with respect to construction of the Tenant Improvements described in Section 2.2) or adjacent to the Premises, damaged or destroyed by Tenant as a result of Tenant's use or occupancy of the Premises, ordinary wear and tear excepted, shall be promptly repaired or replaced by Tenant to the reasonable satisfaction of Landlord. In lieu of such repair or replacement, where required by Landlord, Tenant shall pay to Landlord an amount sufficient to compensate for the loss.

2.11.4. Trash Removal. Tenant shall at all times keep the Premises in a neat, clean, safe, sanitary, and orderly condition and shall keep such area free of all trash and debris. Tenant shall, at Tenant's expense, be responsible for all such trash removal.

2.11.5. Emergency Contacts. Within fifteen (15) days of the Effective Date, each Party shall provide to the other Party a list of names and telephone numbers for 24-hour emergency contact for the Premises. Any change in the contact persons identified pursuant to the foregoing shall be by written notice pursuant to Section 4.16.

2.12 LANDLORD APPROVAL OF DESIGN PLANS. In addition to municipal regulatory approval, the Parties agree that Landlord, as the property owner, shall have the right to review and approve the plans associated with permitting and construction of all improvements to the Premises. For purposes of

obtaining this Landlord approval, Tenant shall be responsible for obtaining Landlord's approval of the design of both (a) the conceptual site plan and (b) the conceptual building elevations for the improvements, prior to requesting any regulatory approval for either a site plan or building elevations. Tenant also shall submit for review by the City, Tenant's proposed construction plans at the 80% stage of completion for input or comments or recommendations by Landlord. Landlord reserves the right to have such plans reviewed by one or more third party consultant(s) in that regard pursuant to Section 7.2. It is acceptable for Tenant to begin the regulatory approval process for either the site plan or the building elevations or both, prior to seeking Landlord conceptual design approval under this section.

ARTICLE III. DEVELOPMENT AND OPERATION REQUIREMENTS

3.1. TENANT DUTIES AND RESPONSIBILITIES.

3.1.1. Compliance with Laws. In its use and operation of the Premises, Tenant shall comply with all applicable laws, ordinances, and regulations, including without limitation those of any federal, state, or local governmental agency. In its design and construction of the improvements to the Premises, Tenant shall comply with all building, design, and construction ordinances and regulations of the City of Surprise.

3.1.2. Continuous Operation. Tenant shall continuously use the Premises during the Term (as defined below) with a use permitted under Section 4.2. Following the occurrence of the Commencement Date (defined below), if Tenant fails to so use the Premises as described in the first sentence of Section 4.2 for a period of 90 consecutive days, Tenant shall be deemed to have abandoned or allowed the Premises to "go dark," which shall be a default under this Lease. Uses of portions of the facilities on the Premises as permitted pursuant to the Facilities Use Agreements shall not be considered in satisfaction of the continuous operation obligation of this Section 3.1.2.

3.1.3. Employees. Tenant shall, as part of the Project, retain, hire, or contract for sufficient employees to maintain and operate a four-year residential university, including, but not limited to, all necessary faculty, administrative, support, maintenance, and security staff to support those operations.

3.1.4. Financing. Tenant shall be responsible for obtaining all financing contemplated for development of the University Campus. Tenant agrees to timely and diligently complete all steps for its funding requirements. From time-to-time, upon each request of Landlord, Tenant shall update Landlord on the status of Tenant's applications for or obtaining of one or more commitments for financing the development of the University Campus. Upon each request of Landlord, but in any event no later than ten (10) business days prior to the start of construction for each of Zone 1, Zone 2, and Zone 3, Tenant shall have (a) demonstrated to Landlord's reasonable satisfaction that Tenant has obtained the financing contemplated for development of the applicable Tenant Improvements; and (b) certified to Landlord that such funds have been dedicated to the construction of such Tenant Improvements as part of the University Campus, not to any other use.

3.1.5. Due Diligence. Landlord will provide to Tenant, to the extent same are reasonably available, any title report, survey, environmental assessment, or soils reports concerning the Premises which were created within the previous ten (10) years. Within ninety (90) days of the Effective Date of this Lease (the "Due Diligence Period"), Tenant may conduct any due diligence or further investigation it desires with respect to zoning, land use, title, environmental, or otherwise. If Tenant is dissatisfied with the Premises and delivers to Landlord its written notice of same on or before the expiration of the Due

Diligence Period, then this Lease shall be deemed cancelled or terminated and neither Party shall have any further obligations hereunder. If Tenant does not timely deliver such notice, then Tenant shall be deemed to have accepted the Premises. In any event, Landlord disclaims any warranty of condition or fitness for a particular purpose and (unless Tenant terminates as provided above) Tenant shall accept the Premises in its “as is” “where is” condition.

3.1.6. Facilities Use Agreement Compliance. During the Term of this Lease, Tenant shall at all times remain in compliance with, and not in breach or default of, any of the Facilities Use Agreements.

3.1.7. Submittals. Prior to the Effective Date, Tenant shall have submitted to Landlord: (i) a plan or estimate for the first five (5) years of offering college coursework and instruction at the University Campus (with the five-year plan thereafter updated and presented annually for a period of ten (10) years); (ii) a marketing plan setting forth its tuition and student enrollment projections; and (iii) its employment plan for faculty and staff, particularly identifying full time employment positions. Tenant shall diligently and in good faith conduct its operations on the Premises consistent with such projections.

3.1.8. Academic Programs. During the Term of this Lease, with respect to the Premises and Tenant’s operations upon the Premises, Tenant may elect whether to offer any graduate or post-graduate degree programs. Notwithstanding the foregoing, at all times Tenant shall provide coursework and instruction sufficient to offer and award no less than eight (8) undergraduate degrees, with at least one (1) undergraduate degree program available from each of at least three (3) of the following schools:

- Business
- Education
- Arts and Sciences
- Health and Applied Sciences

3.1.9. Accreditation; Regulatory Compliance; Additional Duties.

3.1.9.1. At its own expense, Tenant shall promptly obtain and maintain, from time to time, all such governmental licenses, rights, authorizations, consents, permits, and approvals as may be required to enable it to comply with its obligations hereunder, including but not limited to all such approvals necessary to provide and operate a residential university campus in compliance with any and all applicable state and federal laws and any accrediting organizations to which Tenant is subject, which shall include accreditation by the Higher Learning Commission of the North Central Association of Colleges and Schools and authorization by the Arizona State Board of Postsecondary Education to offer those programs available on the University Campus. Tenant agrees to use its best efforts to obtain the designation of the Premises as a “branch campus” of Tenant by the Higher Learning Commission of the North Central Association of Colleges and Schools by no later than the end of the Due Diligence Period and maintain it during the Term; provided, however, that if such designation is not granted within that time, then this Lease shall terminate.

3.1.9.2. All degree programs offered by Tenant at the University Campus shall at all times be accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. In the event Tenant shall receive any written notice or complaint alleging non-compliance of its accreditation requirements or suspending or terminating accreditation, Tenant shall provide a copy of same to Landlord within thirty (30) days.

3.1.9.3. Tenant shall obtain and maintain approval of the United States Department of Education and the United States Veterans' Administration appropriate and sufficient to permit students enrolled at the University Campus to be eligible for receipt of federal grants and loans.

3.1.9.4. Tenant shall at all times be in compliance with all applicable requirements of the Arizona State Board for Private Postsecondary Education. In the event Tenant shall receive any written notice or complaint alleging non-compliance with any portion of A.R.S. §32-3001 et seq., or any rule or regulation of the Arizona State Board for Private Postsecondary Education, Tenant shall provide a copy of same to Landlord within thirty (30) days.

3.1.9.5. Tenant shall, within thirty (30) days of receipt, provide notice (enclosing copies of what Tenant received) to Landlord of any written notifications of audits or program reviews of any portion of the University Campus conducted or to be conducted by any federal or state agency, or by any accrediting organization.

3.1.9.6. Tenant shall operate the buildings and structures within the University Campus in accordance with the standards (Office, Multi-Family, or Mixed Use, as most applicable) of the Building Owners and Managers Association (BOMA).

3.1.9.7. Tenant shall provide to Landlord, (1) within thirty (30) days of receipt by Tenant, copies of all annual financial statements prepared by Tenant's independent accountants in compliance with regulations governing not-for-profit entities as such relate to the operation of the University Campus, or any portion of it, as well as those that relate to Tenant as a whole or to any other campuses or ventures of Tenant; and (2) the census data enrollments for the fall and spring terms of each scholastic year on or before the last day of March (for the spring semester) and October (for the fall semester) each year.

3.1.10. Interscholastic Athletics Affiliation. Within three (3) years of the Effective Date of this Lease, Tenant shall both (i) be a member of the National Collegiate Athletic Association (NCAA), National Association of Intercollegiate Athletics (NAIA), or a comparable intercollegiate athletic organization reasonably acceptable to Landlord, and (ii) in no less than ten (10) sports be participating annually with other members (of comparable stature as Tenant) of such intercollegiate athletic organization in providing substantially reciprocal "home" and "away" games/events.

3.1.11. Security. Tenant shall provide sufficient security measures with respect to the Premises, including without limitation: (i) development of a security policy and protocol guidebook that will be reviewed by the Surprise Police Department; and (ii) providing sufficient security personnel and equipment for initial and long-term operation of the campus development.

3.1.12. Recycling Program. Tenant shall provide an environmentally sustainable recycling and waste service program, including without limitation: (i) establishing a comprehensive campus-wide waste reduction and recycling policy; and (ii) working with one or more waste service providers to identify best-practices at university campus operations.

3.1.13. Maintenance. Tenant shall maintain all aspects of the physical environment of the Premises throughout the Term of this Lease, to meet or exceed Landlord's level of maintenance for the Civic/Recreation Campus.

3.1.14. Prior to Commencement Date. Regardless of when or if the Commencement Date occurs, and in addition to any other obligations of Tenant arising on the Effective Date, from and after the Effective Date, Tenant's obligations shall include maintaining the safety, security, and code compliance as to landscaping and weed control of the Premises. In addition to and without limiting any other indemnity in this Lease, from and after the Effective Date, Tenant shall indemnify, defend, and hold Landlord harmless from any claim relating to or arising out of security (including, but not limited to, lack of security, and types of security installed) for the Premises or for any employee, invitee, or person on the Premises or within any structure thereon. Tenant shall provide property, liability, and other appropriate insurance with respect to the Premises in accordance with the provisions of Section 4.12 of this Lease. In the event that this Lease is terminated prior to occurrence of the Commencement Date (including expiration of the deadline for the Commencement Date), Tenant shall remain liable for any breach of its obligations with respect to the Premises occurring prior to such termination.

3.1.15. Annual Meeting. Tenant shall participate in an annual review meeting with Landlord: (1) to review compliance with the requirements of this Lease, provide in connection with such review all information and/or records as reasonably requested by Landlord, and promptly thereafter proceed diligently to correct any failures of compliance with the requirements of this Lease identified by Landlord in connection with such annual compliance review, and (2) to review the University Campus' audited financial statements and to "self-report" to Landlord compliance with all operating and financial requirements of any federal or state agency, or by any accrediting organization. Such annual review meetings shall occur in November of each year during the Term unless other times are agreed to by Landlord. Ten (10) days prior to each annual review meeting, Tenant shall submit a written report to Landlord separately addressing the status of each of the requirements of Sections 3.1.8 through 3.1.12 and separately describing Tenant's compliance with each such requirement.

ARTICLE IV. LEASE TERMS AND CONDITIONS

4.1. THE PREMISES. Landlord hereby leases the Premises to Tenant subject to all matters that a physical inspection of the Premises would disclose and all matters of record, including but not limited to liens, encumbrances, easements, assessments, and restrictions; and further subject to all operational and use restrictions and other terms, limitations, and conditions set forth in this Lease. Additionally, the Premises are subject to: (i) all applicable present and future laws, regulations, ordinances, resolutions, building restrictions and regulations, and zoning laws of the City of Surprise, and county, state, and federal bodies having jurisdiction; (ii) the condition and state of repair of the Premises as of the Effective Date; (iii) the right of access by Landlord to utility lines, telecommunication lines, cable lines, and other similar improvements when needed by Landlord for repair or replacement, as determined by Landlord in its sole discretion; provided, however, that Landlord shall indemnify Tenant for any losses arising out of exercise of such access by Landlord. Tenant specifically acknowledges that Tenant, as of the Effective Date, has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an "as is, where is" condition without any warranty or representation from Landlord, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed.

4.2. PERMITTED USES. The Premises shall be used solely and exclusively for the construction, establishment, and continued operation of the University Campus as a functional, residential campus of an accredited institution of higher education that consistently offers college classes and programs for its students throughout the typical academic year. Tenant shall only use the Premises as an institution of

post-secondary education, including such uses as teaching college courses, or for any related college administrative uses, recruiting, maintenance facilities, residential room and board, dining services (both operated by Tenant and by third-party vendors), bookstore(s), intercollegiate athletics, or similar higher education-related uses typical of residential colleges. Shared or municipal uses as provided for by any Facilities Use Agreements (Section 1.3 above) shall also constitute permitted uses. All other uses are prohibited. In addition to the foregoing, Tenant shall not use any portion of the Premises for any use or purpose that is inconsistent with or precluded by any declaration of restrictions applicable to the Premises, including without limitation any within the Reciprocal Easement Agreement (as amended) recorded at Maricopa County Recorder document 2000-0325408 and document 2003-1220236 (the "SCDC Government Use Restrictions"), the restrictions (if the Reserved Parcel becomes part of the Premises) identified in the document recorded at Maricopa County Recorder document 2016-0323623, and the Declaration of Restrictions (Exhibit B) recorded at Maricopa County Recorder document 2018-0074894. Tenant acknowledges that Landlord reserves the right to record a comparable Declaration of Restrictions with respect to any other real property owned or acquired by Landlord that may be made a part of the Premises.

4.3. TERM.

4.3.1. Commencement Date. Tenant shall be entitled to access to, control of, and responsibility for the Premises from and after the Effective Date, however, for purposes of payment of rent and certain other obligations, the "Commencement Date" shall be the first day of the first month that follows the first Certificate of Occupancy issued for any building constructed on the Premises following the Effective Date (unless the first Certificate of Occupancy is issued on the first day of a month, in which event that date shall be deemed the Commencement Date). Notwithstanding the foregoing, if the Commencement Date has not occurred by June 30, 2020, then this Lease shall be terminated as of that date; provided further, however, that if the application for approval of the first Certificate of Occupancy is pending on June 30, 2020, then that deadline shall be extended to the date upon which Landlord has acted upon that application for approval. For purposes of this Section, spectator seating does not constitute a "building constructed on the Premises."

4.3.2. Term. The term (the "Term") of this Lease shall commence on the Effective Date and shall continue for sixty five (65) years from the Commencement Date, expiring at midnight on the day before the sixty sixth (66th) anniversary of the Commencement Date. For purposes of this Lease, "Year 1" shall refer to the twelve (12) month period starting on the Commencement Date; "Year 2" shall refer to the twelve (12) month period starting immediately after the end of Year 1, and so forth.

4.3.3. Renewal. Subject to the provisions of this Section 4.3.2 above, Tenant may seek to extend the Term of this Lease for one (1) period of five (5) years. Tenant's notice to Landlord requesting an extension of the Term ("Notice to Extend") shall be in writing and delivered to Landlord no less than five (5) years prior to the then-applicable expiration of the Term, but shall be ineffective if made more than six (6) years prior to the then-applicable expiration of the Term. Tenant's failure to timely notify Landlord of its request for an extension shall constitute notice that Tenant does not intend to seek any further extension of the Term. Upon expiration of the time for a Notice to Extend without such a notice having been timely delivered, there shall be no further option to renew. A Notice to Extend shall be ineffective if, at the time of its delivery to Landlord, Tenant is in default of any of its obligations under this Lease or any Facilities Use Agreements. Within one hundred eighty (180) days of Landlord's receipt of a timely delivered Notice to Extend, the Parties shall confer and negotiate in good faith for the terms and provisions of any extended Term; provided, however, that there shall be an extension of the Term

only in the event the Parties execute an amendment to this Lease prior to expiration of the current Term setting forth the negotiated provisions.

4.4. RENT, PAYMENT, AND ADDITIONAL PAYMENTS.

4.4.1. Premises Rent. Commencing on the Commencement Date and continuing on like date of every year thereafter during the Term of this Lease, Tenant shall pay in advance, without notice or demand, to Landlord an annual rental amount (the "Premises Rent") for use of the Premises consisting of a base rental component (the "Base Rent") plus a deed restriction release component (the "Release Component"). The Release Component for a Parcel is for purposes of paying to a third party an amount for its release from certain restrictions. (The Release Component does not release the Premises from the Declaration of Restrictions, Exhibit B.) The Premises Rent is determined as follows:

(a) Prior to Commencement Date. From the Effective Date until the Commencement Date, zero dollars (\$0.00) shall be paid as Premises Rent.

(b) Premises Rent = Base Rent + Release Component. The Premises Rent for each Parcel is the sum of the Base Rent for each Parcel then a part of the Premises and the Release Component for each Parcel then a part of the Premises.

4.4.2. Base Rent. The Base Rent for a Parcel is calculated as its then-applicable rental per acre amount ("Base PAA") times its number of acres, where the number of acres set forth for the Parcel on the applicable legal description exhibit attached to this Lease is controlling. The Base Rent shall be paid annually, throughout the Term of the Lease, for all Parcels then a part of the Premises.

(a) The Base PAA for the Initial Parcel for Year 1 of the Lease is \$7,145.69 per acre. The Base PAA for the Initial Parcel shall increase each year by a "CPI adjustment." The CPI adjustment shall be as set forth in Section 4.4.4 below.

(b) The Base PAA for each of the Parcels other than the Initial Parcel (the "other Parcels") is initially the then-applicable Base PAA for the Initial Parcel as of the date when that Parcel is made a part of the Premises. Subsequent to being made a part of the Premises, the Base PAA for each such other Parcel shall increase each Lease Year by a CPI adjustment on the same date and in the same manner as it does for the Initial Parcel. For instance, if the Reserved Parcel was made a part of the Premises during Year 5 of the Lease, then the initial Base PAA for the Reserved Parcel shall be the same as the Base PAA for the Initial Parcel at Year 5 and at the start of Year 6 the then-applicable Base PAA for the Initial Parcel shall be increased in accordance with the CPI adjustment and the Base PAA for the Reserved Parcel also shall be increased in accordance with the CPI adjustment.

4.4.3. Release Component. The Release Component for a Parcel is calculated as its then-applicable release per acre amount ("Release PAA") multiplied by the number of acres in such Parcel and then divided by the number of years remaining until a final Release Component payment in 2027. The Release PAA for all Parcels shall be \$31,264.46 per acre for the year 2017. The Release PAA shall increase by the CPI adjustment as described in Section 4.4.4 below. The applicable Release PAA paid for each Parcel will be dependent on when the Parcel is made a part of the Premises. With respect to the Release Component, the Initial Premises shall be considered made a part of the Premises as of the Commencement Date.

4.4.3.1. The Release Component payments will increase annually using the CPI adjustment described in Section 4.4.4. For purposes of the Release Component calculation described in this Section, the number of acres shall be the number of acres set forth for the Parcel on the applicable legal description exhibit attached to this Lease, rounded up to the nearest whole acre. For example, if a new Parcel is 3.1 acres in size when added to the Lease, the Release Component is calculated using a total of 4 acres for the new Parcel. The entire first annual Release Component payment must be made in the year in which a Parcel is first leased, regardless of when during the year that occurs; there will be no pro-rata adjustment based on the amount of time left in the calendar year. For purposes of calculating the Release Component for the Reserved Parcel, if Tenant leases only a portion of the Reserved Parcel initially, and then adds additional portions later to make up the entire Reserved Parcel, the size of the final portion will be calculated (for purposes of the release payment) such that the sum of all Reserve Parcel portions will add up to the actual total acreage of the Reserved Parcel (as rounded up to the next whole-acre number).

4.4.3.2. As an example of how to calculate the Release Component, if a Parcel covers an area of 2.3 acres, and it is first leased by Tenant in 2025, Tenant will make three annual payments (one per year during the years 2025–2027) to Landlord to satisfy the Release Component for the Parcel. The amount paid during the year 2025 will be calculated as follows:

$$\frac{[2025 \text{ Release PAA}] \times [3 \text{ acres}]}{3 \text{ years}}$$

The amount paid during the year 2026 will be the above amount paid in 2025, adjusted for CPI pursuant to Section 4.4.4. The amount paid during the year 2027 will be the 2026 amount as adjusted for CPI pursuant to Section 4.4.4 below. After the final payment in 2027, the Release Component for the added Parcel under this example would be dropped from the Premises Rent.

4.4.3.3. For any Parcel made a part of the Premises on or after January 1, 2028, the Release Component must be paid in full at the time the Parcel is made a part of the Premises. The satisfaction of the Release Component as to one Parcel shall not relieve the obligation to pay the Release Component as to any other Parcel. The Release Component amount for any Parcel made a part of the Premises on or after January 1, 2028 is calculated by multiplying the number of acres added to the Premises (rounded up to the nearest whole number of acres) by the then-applicable Release PAA (as adjusted for CPI pursuant to Section 4.4.4 below).

4.4.4. CPI Adjustment. The Base PAA and the Release PAA (either, a “PAA”) shall be adjusted annually as set forth in this Section 4.4.4. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each anniversary thereafter, each PAA for each Parcel shall be the greater of (i) the PAA established for the immediately preceding Year for that Parcel as increased by 1.0% (that is, 101% of the previous Base PAA); or (2) the PAA established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The “CPI-U” means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the “Bureau”). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the “Current Year 1st Half,” and the period from January to June for the year before that shall be “Base Year 1st Half.” (For example, if the Commencement Date were September 1, 2018, and the increase in the Premises Rent were being calculated for the Lease Year

beginning September 1, 2022, then for both the Base PAA and the Release PAA, the increase in each would be the increase in the CPI-U from 1st Half 2021 to 1st Half 2022.) If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, Landlord and Tenant shall substitute therefor a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency, responsible financial periodical, trade association, or educational institution.

4.4.5. Aggregate Premises Rent. The Premises Rent is the aggregate of the Base Rent and the Release Component for each Parcel then included in the Premises. Initially the Premises Rent shall be paid as set forth above with respect to the Initial Parcel. Upon the exercise by Tenant of any lease option provided herein to expand the Premises to include any of the North Parcel, the Reserved Parcel, and/or the Communiversity Parcel, then at the time of exercise of the option (a) for the Base Rent, Tenant shall pay a pro rata amount for the balance of that Lease Year for the additional real property then added to the Premises, based upon the acreage amount set forth in the legal description in the exhibit attached hereto for that Parcel multiplied by the then-applicable Base PAA as determined pursuant to the above provisions, and (b) for the Release Component (for any Parcel added before 2028), there is no pro rata adjustment, and Tenant shall immediately pay the Release Component for the additional real property then included as if included from the first day of the Lease Year. (For any Parcel added after 2027, the Release Component the year such Parcel is added to the Premises is the lump sum amount determined pursuant to Section 4.4.3 and zero for succeeding years.) Thereafter the Premises Rent shall continue to be paid as the sum of the Base Rent and the Release Component for each Parcel then a part of the Premises.

4.4.6. Rent Calculation Example. The following example is for illustration only and serves to assist the Parties in understanding how the Premises Rent is calculated. Assume the Commencement Date is September 1, 2017 (start of Year 1), that the Communiversity Parcel is made a part of the Premises during Year 3, that a portion of the Reserved Parcel is made a part of the Premises during Year 12, and that the CPI adjustment is 1% every year. Premises Rent for Year 1 would be the Base Rent and Release Component for just the Initial Parcel. Premises Rent for Year 2 would be the Base Rent and Release Component (after applying the CPI adjustment for each) for just the Initial Parcel. At the start of Year 3, Premises Rent again would be the Base Rent and Release Component (after applying the CPI adjustment for each) for just the Initial Parcel. When the Communiversity Parcel is made a part of the Premises after the start of Year 3, for the number of acres of the Communiversity Parcel, Tenant immediately would pay a pro rata share of Base Rent for the remainder of Year 3 calculated using a Base PAA of \$7,289.32 per acre (assuming an annual CPI adjustment of 1%) times the acreage of the Communiversity Parcel. Tenant also would immediately pay the Release Component installment for all of Year 3. That Release Component installment would be calculated using a Release PAA of \$31,892.88 per acre (based on assuming the annual CPI adjustment of 1%) times the rounded up number of acres of the Communiversity Parcel, spread over 9 years (Year 3 to Year 11). Premises Rent payable September 1, 2020 for Year 4 (and thereafter, and annually applying the CPI adjustment) would be the sum of Base Rent and the Release Component installment for both the Initial Parcel and the Communiversity Parcel. That continues in this example until September 1, 2027 (Year 11). Based on this example, the Base Rent is paid as just described and that is the last year for an installment of payment of the Release Component for the Initial Parcel and the Communiversity Parcel. When a portion of the Reserved Parcel is made a part of the Premises in 2028, for the number of acres of that portion of the Reserved Parcel, Tenant immediately would pay a pro rata share of Base Rent for the remainder of Year 12 calculated using a Base PAA of \$7,972.21 per acre (assuming the annual CPI adjustment of 1%) and Tenant

immediately would pay the entire Release Component for all of the acreage (rounded up) of the applicable portion of the Reserved Parcel being made a part of the Premises using a Release PAA of \$34,880.77 per acre (based on assuming the annual CPI adjustment of 1%). Premises Rent payable September 1, 2029 for Year 13 (and thereafter, and applying the CPI adjustment) would be the aggregate of Base Rent and the Release Component (which then is zero because completely paid) for each of the Initial Parcel, the Communiversity Parcel, and the added portion of the Reserved Parcel. (A Release Component would again become applicable only for any other Parcel thereafter made a part of the Premises.) Attached as Exhibit C is an illustration of the foregoing example, using hypothetical acreages and making assumptions as described, to demonstrate the calculation of the Base Rent and Release Component over a period of years.

4.4.7. Net Lease. This Lease is a net lease. Tenant acknowledges and agrees that its obligations to pay Premises Rent, Additional Payments (as defined herein, including Section 4.4.12 and Section 4.4.13), and all other charges due and owing under the terms of this Lease shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense, or other right which Tenant may have against Landlord or anyone else for any reason whatsoever; (ii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease by or through Tenant or any lack of right, power, or authority of Tenant to enter into this Lease; (iii) any insolvency, bankruptcy, reorganization, or similar proceedings by or against Tenant, or any other person; or (iv) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties that the Premises Rent, Additional Payments, and all other charges due and owing under the terms of this Lease shall continue to be payable in all events and in the manner and at the times provided by this Lease.

4.4.8. Non-Subordination. Except as specifically provided herein or to the extent that Landlord executes a separate written subordination instrument or makes a written agreement separate from this Lease, Landlord's interest in the Premises and this Lease, as the same may be modified, amended, or renewed, shall not be subject or subordinate to: (i) any mortgage now or hereafter placed upon Tenant's interest in this Lease; or (ii) any other liens, encumbrances, or other matters hereafter affecting Tenant's interest in this Lease.

4.4.9. Obligations Unconditional. Tenant agrees—regardless of any event, occurrence, or situation, whether foreseen or unforeseen, and however extraordinary—that it: (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Lease, (ii) will perform and observe all of its other agreements contained in this Lease, and (iii) will not suspend the performance of its obligations hereunder for any cause, including, and without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction or damage to the Premises, commercial frustration of purpose, any change in the tax or other laws, or administrative rulings of or administrative actions by the United States of America or the State of Arizona or any political subdivision of either.

4.4.10. Payment of Premises Rent.

4.4.10.1. Without notice or demand, on the Commencement Date and each anniversary thereafter during the Term of this Lease, the Premises Rent payments are due and payable by Tenant to Landlord in lawful currency of the United States, either by check or electronic transfer. If Tenant fails to pay any installment of Premises Rent in full on or before the due date, Tenant shall be

responsible for interest on the unpaid installment at the rate of nine (9%) per annum from the due date until payment in full is made. In addition, in the event any installment of Premises Rent is paid more than thirty (30) days after the due date, a late penalty shall be due and payable in addition thereto in the amount of one thousand dollars (\$1,000.00) per month for each full month from the due date until paid.

4.4.10.2. No payment to or receipt by Landlord of a lesser amount than that which is due and payable under the provisions of this Lease at any time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Landlord's right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.4.10.3. Premises Rent and any other payments due and owing under the terms of this Lease shall be remitted to the following address (unless otherwise specified by Landlord in writing) by the due date required by this Lease:

The City of Surprise, Arizona
Attn.: Finance Director
16000 North Civic Center Plaza
Surprise, Arizona 85374-7470

4.4.11. Security Deposit and Pre-paid Rent Deposit. None.

4.4.12. Additional Payments (Taxes). Tenant shall pay as "Additional Payments," without notice, and without abatement, deduction or setoff, before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all sums, impositions, costs, expenses, and other payments and all taxes (if any) including without limitation, real property taxes, personal property taxes, and taxes on rents, leases, or occupancy, and GPLET (defined in Section 4.4.17), assessments, special assessments, enhanced municipal services district assessments (including any Special Improvement District assessments), water and wastewater rents, rates, and charges, charges for public utilities, excises, levies, licenses and permit fees, and other governmental or quasi-governmental taxes or charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever which, at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or with respect to, or become a lien on or encumbering, the Premises or any part thereof, or any appurtenances thereto, or any use or occupation of the Premises (all of which are sometimes herein referred to collectively as "Impositions," and, individually, as an "Imposition") provided, however, that:

(a) if, by law, any Imposition may at the option of Tenant be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Term before any fine, penalty, further interest, or cost may be added thereto; and

(b) any Imposition (including Impositions which have been converted into installment payments by Tenant, as referred to in the above paragraph (a) relating to a fiscal period of the taxing authority), a part of which period is included within the Term and a part of which is included in the period of time either before the Commencement Date or after the expiration of the Term shall

(whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or become a lien upon the Premises, or shall become payable, during the Term) be adjusted between Landlord and Tenant as of the Commencement Date or the expiration of the Term, as applicable, so that Tenant shall pay that portion of such Imposition attributable to the Term and Landlord shall pay the remainder thereof.

4.4.13. Payment of Additional Payments. Unless otherwise directed by Landlord, Tenant shall pay to Landlord, with and in addition to Premises Rent, an amount equal to taxes, if any, imposed by any governmental unit on the rentals received by Landlord pursuant to the terms of this Lease. Tenant shall pay all other Impositions directly to the taxing authority or authorities, unless otherwise required by any applicable law.

4.4.14. Contest. Tenant, if it shall so desire, may contest the validity or amount of any Imposition, in which event Tenant may defer the payment thereof during the pendency of such contest; provided, that upon request by Landlord at any time after the same shall have become due, Tenant shall deposit with Landlord an amount sufficient to pay such contested item together with the interest and penalties thereon (as reasonably estimated by Landlord and Tenant), which amount shall be applied to the payment of such item when the amount thereof shall be finally fixed and determined. Nothing herein contained, however, shall be so construed as to allow such item to remain unpaid for a length of time that permits the Premises or any part thereof, or the lien thereon created by such Imposition to be sold for the nonpayment of the same. If the amount so deposited shall exceed the amount of such payment, the excess shall be returned to Tenant or, in case there shall be any deficiency, the amount of such deficiency shall be promptly paid by Tenant to Landlord together with all interest, penalties, or other charges accruing thereon.

4.4.15. Assessment Reduction. Tenant may, with the prior written consent of Landlord, that will not unreasonably be delayed, conditioned, or withheld, and without expense to Landlord, endeavor at any time to obtain a lowering of an Imposition or assessment upon the Premises for the purpose of reducing the amount thereof. In such event, Landlord may, but will not be required to, cooperate with Tenant; however, in no event will Landlord actively oppose any effort by Tenant to obtain a lowering of any Imposition. Tenant shall be authorized to collect any refund payable as a result of any proceeding Tenant may institute for that purpose and any such refund shall be the property of Tenant to the extent to which it may be based on a payment made by Tenant.

4.4.16. Hold Harmless. Landlord shall not be required to join in any action or proceeding referred to in Section 4.4.14 or Section 4.4.15 (unless required by law or any rule or regulation to make such action or proceeding effective, in which event any such action or proceeding may be taken by Tenant in the name of Landlord only with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed). Tenant hereby agrees to pay, protect, defend, indemnify, and save and hold Landlord harmless from, all costs (including Landlord's reasonable attorneys' fees), expenses, claims, loss or damage by reason of, in connection with, on account of, growing out of, or resulting from, any such action or proceeding.

4.4.17. Government Property Lease Excise Tax. If and to the extent required under Arizona Revised Statutes ("A.R.S.") § 42-6206, Tenant is hereby notified of its potential tax liability under the Government Property Lease Excise Tax ("GPLET") provisions of A.R.S. §§ 42-6201, et seq. Failure of Tenant to pay GPLET (if applicable) is an Event of Default hereunder.

4.5. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.5.1. Representations, Warranties, and Covenants of Tenant.

4.5.1.1. Lawfully Operating in Arizona. Tenant is a Kansas not-for-profit entity duly organized, validly existing, in good standing, and authorized to operate under the laws of the State of Kansas. Tenant represents that it is also authorized to operate under the laws of the State of Arizona. Tenant further represents that it has full power and authority to execute, deliver, and perform this Lease and the other documents to which it is a party and to enter into and carry out the transactions contemplated by those documents. The execution, delivery, and performance of this Lease and the other documents related to the Premises do not, and will not, violate any provision of law applicable to Tenant or its organizational documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which Tenant is a party or by which it is bound. Tenant shall maintain its status as a not-for-profit corporation and a 501(c)(3) organization (pursuant to Internal Revenue Code § 501(c)(3)) throughout the Term of this Lease.

4.5.1.2. Duly Executed. This Lease has been duly executed and delivered by Tenant and it constitutes a valid, binding, and enforceable agreement against Tenant.

4.5.1.3. No Additional Authorizations or Consents Needed. No authorizations, consents, or approvals are required in connection with the execution and delivery of this Lease.

4.5.1.4. No Defaults. To the best of Tenant's knowledge, (a) Tenant is not in default in the payment of any of Tenant's indebtedness for borrowed money; and (b) Tenant is not in default in any material respect under any order, writ, judgment, injunction, decree, determination, or award or any indenture, agreement, lease, or instrument.

4.5.1.5. Litigation. Tenant shall notify Landlord within thirty (30) days after the commencement of any action, suit, proceeding, or arbitration against Tenant, or any material development in any action, suit, proceeding, or arbitration pending against Tenant if such action, suit, proceeding, or arbitration would materially and adversely affect the Premises, the validity of this Lease, or the performance of Tenant's obligations under this Lease.

4.5.1.6. Land Required for Project. Tenant represents and acknowledges that, to the best of its knowledge, the Premises provides all real property, including rights-of-way, necessary and appropriate for completion of the Project. In the event that any additional property interests are or become necessary to complete the Project, it shall be the responsibility of Tenant to obtain such real property interests.

4.5.2. Representations and Warranties of Landlord.

4.5.2.1. Validly Existing Municipal Corporation. Landlord is a duly formed and validly existing municipal corporation and political subdivision under the laws of the State of Arizona.

4.5.2.2. Ownership of the Premises. Landlord owns the Initial Parcel free and clear of all liens and encumbrances, other than those of record or that an ALTA survey of the Premises would reveal.

4.5.2.3. Authority. Landlord has full municipal power and authority to enter into this Lease. The execution, delivery, and consummation of this Lease by Landlord have been duly authorized by all necessary municipal action and will not violate any provision of law applicable to Landlord and do not, and will not, conflict with or result in a default under any agreement or instrument to which Landlord is a party or by which it is bound. The Lease constitutes a valid, binding, and enforceable agreement against Landlord.

4.5.2.4. No Environmental Concerns. Landlord is unaware of any current violation of any Environmental Law (defined below) with regard to the Premises and is unaware of any previous violation of any Environmental Law that, as of the Effective Date, remains unremediated, except that Landlord has made no inquiry nor conducted any investigation relating to compliance of the Premises with any environmental law, rule, or regulation.

4.6. DAMAGE AND DESTRUCTION OF PREMISES.

4.6.1. Tenant's Obligations to Restore. If, at any time during the Term, the Premises, or any improvement thereon, or any part thereof, shall be damaged or destroyed by casualty or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Tenant, at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character that existed immediately prior to such damage or destruction, and Tenant shall proceed and complete such restoration with reasonable diligence. Anything herein to the contrary notwithstanding, Tenant shall immediately secure the Premises and undertake temporary repairs and work necessary to protect the public and to protect the Premises from further damage. If Tenant fails to commence such repairs and restoration within ninety (90) days after the date of the damage or destruction, or if such work after commencement shall not proceed expeditiously, or if such work is not completed within 24 months after commencement, Landlord may terminate this Lease and may seek any remedy allowed under this Lease or in equity or law.

4.6.2. Payment of Insurance Proceeds. Proceeds from insurance policies obtained by Tenant to cover such damage or destruction shall be paid directly to and held and disbursed by the most senior Leasehold Mortgagee (as defined in Section 4.9), if any, or paid to Tenant if there is no Leasehold Mortgagee. The proceeds shall be advanced first to repair and restore the Premises, and any remaining proceeds shall be applied according to the loan documents of such Leasehold Mortgagee, if any, and if there be no Leasehold Mortgagee, then any remaining proceeds shall be paid to or retained by Tenant.

4.6.3. Lease Obligations Continue. In no event shall Tenant be entitled to any abatement, allowance, reduction, or suspension of Premises Rent (or Additional Payments or any other amount owing under this Lease) because part or all of the Premises shall be untenable due to the partial or total destruction thereof. Tenant's obligations under this Lease—including but not limited to Tenant's obligations to pay Premises Rent and any other amounts owing under this Lease—shall continue regardless of any partial, substantial, or total destruction of the Premises.

4.7. PARKING. Tenant and Landlord will develop the Parking Agreement as a comprehensive shared parking agreement as described herein. The Parking Agreement shall address the “OU Employee Parking Spaces” (provided for in this Section 4.7) and certain use by the City of Surprise for overflow and public parking on a portion of the Premises within the southwest corner of Civic Center Drive and Tierra Buena Lane prior to development by Tenant. Except as specifically provided in the Parking Agreement,

Landlord does not guaranty the availability of parking spaces. Tenant and its employees and invitees are subject to compliance with the applicable parking provisions of the Surprise City Code and City of Surprise's parking requirements, and this Lease is not intended to modify or amend in anyway the Surprise City Code. The Parties shall designate in the Parking Agreement the number of parking spaces available for use by Tenant's employees (the "OU Employee Parking Spaces") in the Landlord-owned parking structure adjacent to the Premises and City Hall. During weekday business hours (6:00am to 6:00pm, Monday through Friday, excluding holidays), Tenant shall be entitled to utilize those OU Employee Parking Spaces solely for employee parking and for no other purpose. Tenant shall be responsible for regulating/enforcing the use of those OU Employee Parking Spaces and acknowledges that Landlord will not be doing so. The aforementioned OU Employee Parking Spaces shall cease to be provided by Landlord on that date which is three (3) years from the Commencement Date.

4.8. ASSIGNMENT, SUBLETTING, AND OTHER TRANSFERS.

4.8.1. Consent Required. Except as permitted by Section 4.8.2 or Section 4.8.3 of this Lease, Tenant shall not transfer, assign, encumber, pledge, or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Premises or any part thereof, nor permit any other person to occupy the Premises (each of which events is herein called a "Transfer"), without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion.

4.8.2. Encumbrance of Lease. Notwithstanding Section 4.8.1 above, Tenant (including any assignee pursuant to a Permitted Transfer as defined in this Section 4.8 above) shall have the right, without Landlord's consent, to encumber its interest in the Lease with a mortgage, deed of trust, or other document in connection with any financing Tenant obtains up to an aggregate amount not exceeding \$120,000,000 for (a) construction loan financing; (b) permanent loan financing; or (c) any additional financing or refinancing (either a "refinancing"), provided however, that, any such refinancing shall not increase the aggregate amount of indebtedness (the "former indebtedness") which is secured by the Premises which former indebtedness existed immediately prior to obtaining such refinancing (or the amount that existed immediately prior to a foreclosure, deed-in-lieu of foreclosure or similar transfer), unless the proceeds of such refinancing are used to benefit the Premises (i.e., improvements or repairs to improvements) or pay reasonable, normal, and customary closing costs of such refinancing, and shall in no event exceed the aggregate amount set forth above.

4.8.3. Students in Residential Housing. No consent of Landlord is required for lease agreements with students of Tenant residing in residential housing on the University Campus, provided that no term is for a period of more than twelve (12) months.

4.8.4. Unpermitted Transfer. Except as otherwise provided above in Section 4.8.2 above or Section 4.8.3 above, any Transfer entered into without the consent of Landlord shall be null and void.

4.8.5. Permitted Transfer. Any Transfer which is permitted or consented to by Landlord (other than to students of Tenant pursuant to Section 4.8.3) shall require the transferee to assume all of the obligations of Tenant under this Lease from the date of the Transfer and thereafter, and shall not release Tenant from any claim or liability arising under this Lease.

4.9. LEASEHOLD MORTGAGEE.

4.9.1. Mortgaging of the Fee. Notwithstanding anything to the contrary in this Lease, Landlord agrees not to consent to encumber its interest in the Premises, by deed of trust, mortgage, or

otherwise, without the prior written consent of both Tenant and any "Leasehold Mortgagee" (the latter being any party which is the owner and holder from time to time of a deed of trust or mortgage encumbering Tenant's interest (or that of a subtenant or assignee, excluding students, approved pursuant to Section 4.8 above) in the leasehold estate created by this Lease and the loan documents executed in connection therewith).

4.9.2. Non-merger. Notwithstanding anything to the contrary in this Lease, this Lease shall not terminate as to any Leasehold Mortgagee because of any conveyance of Tenant's leasehold to Landlord or of Landlord's interest hereunder to Tenant. Accordingly, if this Lease and the fee estate in the Premises are ever commonly held, then they shall remain separate and distinct estates. They shall not merge without the consent of all Leasehold Mortgagees.

4.9.3. Subordination. Notwithstanding anything to the contrary in this Lease, Tenant is prohibited from subordinating its interests under this Lease to any future mortgage, deed of trust, or other document encumbering the fee estate, including Landlord's interest in the Premises.

4.9.4. Voluntary Surrender or Termination. Notwithstanding anything to the contrary in this Lease, Landlord shall not accept a voluntary surrender or termination of this Lease so long as the leasehold estate created herein is encumbered by the deed of trust or mortgage of any Leasehold Mortgagee.

4.9.5. Right of Foreclosure. Notwithstanding anything to the contrary in this Lease, any Leasehold Mortgagee shall have the right to foreclose or accept an assignment or deed-in-lieu of foreclosure of Tenant's leasehold interest in the Premises and shall have the right to acquire this Lease in its own name or the name of a nominee all without the consent or approval of Landlord, and any party acquiring an interest in the Premises by or through such foreclosure or assignment or deed-in-lieu of such foreclosure, shall have the right to freely grant, convey, assign, sublet, and encumber its interest in the Premises without the consent or approval of Landlord so long as such transferee complies with all provisions of this Lease, including without limitation the terms of Section 3.1 hereof, and gives notice to Landlord within thirty (30) days after such transfer that transferee is a successor to Tenant hereunder. Nothing in this Section 4.9.5 is intended to modify or terminate the obligation of any successor-in-interest to Tenant to comply with the permitted uses of the Property specified in Section 4.2 above. To the extent any of the Facilities Use Agreements permit Landlord the use of any portions of the Premises and the improvements thereon, Landlord shall continue to be entitled to such use notwithstanding any acts by Leasehold Mortgagee as described in this Section 4.9.5 and any successor-in-interest to Tenant as described above shall be required to assume in writing the obligations of Tenant pursuant to the Facilities Use Agreements.

4.9.6. Purchase Option. Notwithstanding anything to the contrary in this Lease, as a condition precedent to the exercise by Tenant of its right to purchase the Premises pursuant to ARTICLE IV above of this Lease, the full amount owed under any loan to each Leasehold Mortgagee at such time must be paid in full (which payment may be made at the closing of the purchase of the Premises) unless such Leasehold Mortgagee consents in writing to the acquisition by Tenant of the fee interest in the real property subject to such Leasehold Mortgagee's encumbrance on the leasehold interest of such real property.

4.9.7. Incurable Default; Termination. Notwithstanding anything to the contrary in this Lease, if this Lease terminates as a result of (i) the occurrence of a default or an Event of Default hereunder, (ii)

bankruptcy or similar proceedings, or (iii) any other reason other than natural expiration of the term of this Lease, then Landlord shall provide notice to each Leasehold Mortgagee of such termination, and upon the request of any Leasehold Mortgagee (provided that such request is made within fourteen (14) calendar days after Landlord provides notice of termination), within twenty (20) days after such request (or such longer time period as Landlord deems necessary to satisfy the City of Surprise's City Council approval requirements, to the extent any replacement lease requires substantive change), Landlord shall enter into a new lease with the senior Leasehold Mortgagee or its nominee on the same terms as this Lease, including without limitation the terms of Section 3.1 hereof, (but allowing for non-substantive revisions to reflect the applicable factual circumstances existing at the time of such new lease, for example, a new tenant might not be a corporation), provided, that, in all cases the Leasehold Mortgagee or its nominee cures all monetary defaults then existing, prior to or at the time such new lease is executed. In the event that Landlord enters into a new lease with the senior Leasehold Mortgagee, rather than its nominee as a new tenant, then so long as all other payment and performance obligations are satisfied (including Landlord access to facilities pursuant to the Facilities Use Agreements), Leasehold Mortgagee may have up to twelve (12) months in which to identify and offer a substitute tenant that can satisfy all obligations of the Lease, including without limitation those of Sections 1.3, 3.1, and 4.2. In the event that upon expiration of the aforementioned twelve-month period the Leasehold Mortgagee has been unable to provide a substitute tenant that can satisfy all obligations of the Lease, then any new lease entered into with any Leasehold Mortgagee shall immediately terminate and Leasehold Mortgagee shall have no further right to nominate any new tenant.

4.10. IDENTIFICATION AND OTHER SIGNS. All signage is subject to compliance with the City of Surprise City Code sign regulations that may be amended from time-to-time, including its Zoning Ordinance requirements (which involve a process and approvals that are separate from this Lease, including without limitation approval of a comprehensive sign program by the Planning and Zoning Commission of the City of Surprise).

4.11. ENVIRONMENTAL PROTECTION.

4.11.1. Definitions. Unless the context shall clearly require otherwise, the terms defined in this Environmental Protection Section shall, for all purposes of this Lease have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

4.11.2. Environmental Laws. The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6901, et seq.; the Toxic Substances Control Act, 15 USC §2601 et seq.; the Safe Drinking Water Act, 42 USC §300h et seq.; the Clean Water Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. §49-921 et seq. the Arizona Environmental Quality Act, A.R.S. Title 49, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

4.11.3. Hazardous Material. The term "Hazardous Material" shall mean any toxic or hazardous material, hazardous substance or hazardous waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental Law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

4.11.4. Tenant Compliance.

4.11.4.1. Tenant shall, at Tenant's own expense, comply with all present and hereafter enacted Environmental Laws, including any amendments thereto, affecting Tenant's activities on and affecting the Premises during the period of Tenant's occupancy of the Premises under this Lease.

4.11.4.2. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant's agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Tenant may bring on the Premises such materials as cleaners, solvents, or paint that are ordinarily and customarily used in the conduct of Tenant's permitted activities under this Lease, provided that such use shall comply fully with all applicable Environmental Laws.

4.11.5. Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect, and hold harmless Landlord, and its employees and agents for, from, and against any and all liability, loss, damage, expense, fines, penalties, and legal and investigation fees or costs, arising from or related to any claim or action for violation, injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity, or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity in each case which are incurred or assessed as a result of any of Tenant's activities or operations on or discharged on or from the Premises during the Term of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil, and underground or surface water as required under the law. Tenant's obligations and liabilities under this Section 4.11.5 of the Lease shall survive the termination of this Lease. The indemnification of Landlord by Tenant as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material located on the property or present in the soil or ground water on or under the Premises due to Tenant's, or its officers', directors', employees', agents', contractors', invitees', or its sub-tenant's occupancy, activities, or operations thereon. If Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's failure to abide by the provision of this Section 4.11.5 of the Lease, Landlord shall have the right to injunctive relief in the event of any violation or threatened violation by Tenant.

4.11.6. Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Tenant results in any Release on the Premises in violation of any Environmental Law, Tenant shall promptly take action to remediate the affected property at its sole expense as necessary to return the property to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not, except in an emergency, be unreasonably withheld, conditioned,

or delayed so long as such actions would not potentially have any material adverse long-term effect on the Premises, and Tenant is not under administrative or court order related to such remediation action. Notwithstanding such approval by Landlord, Landlord is not responsible for directing or managing any remediation action. For purposes of this Section 4.11.6 of the Lease, the term "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

4.11.7. Governmental Submittals. Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws with respect to Tenant's, or its officers', directors', employees', agents', contractors', invitees', or its sub-tenants' occupancy, activities, or operations on the Premises. Should the Government determine that a site characterization, site assessment, and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Tenant's activities or actions on the Premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare, and submit the required plans and financial assurances, and carry out the approved plans.

4.11.8. Information Sharing. Tenant shall immediately notify Landlord of any of the following: (i) Tenant's receipt of any written notification from any governmental entity either charging or informing Tenant that it will be charged with a significant (as defined below) violation of Environmental Law, and (ii) any significant change in Tenant's activities on the Premises that is reasonably likely to adversely change Tenant's or Landlord's obligations or liabilities under Environmental Laws. In addition, Tenant agrees to provide Landlord with copies of documents reflecting the physical condition of the Premises, including but not limited to, any environmental testing of soils and groundwater if any such documents or tests are obtained by Tenant. A "significant violation of Environmental Laws" shall be any violation that requires more than thirty (30) calendar days to resolve.

4.11.9. Sublease. If Tenant shall receive prior written authorization from Landlord to sublease all or a portion of the Premises (or is allowed under the terms of this Lease to sublease without approval of Landlord), Tenant shall insert provisions substantially identical to the provisions of this Section 4.11 entitled "Environmental Protection" in any sublease agreement or contract by which it grants a right or privilege to any person, firm, corporation, or other entity under this Lease.

4.11.10. Actions of Tenant. The activities or actions of Tenant under this Environmental Protection Section 4.11 of this Lease shall include the activities or actions of Tenant's officers, directors, employees, agents, contractors, invitees, and successors.

4.11.11. Right to Enter Premises. Landlord's rights under this Lease specifically include the right of Landlord, the United States Government, the Environmental Protection Agency ("EPA"), the Arizona Department of Environmental Quality ("ADEQ"), the Arizona Department of Water Resources ("ADWR"), and the Arizona Department of Occupational Safety and Health ("ADOSH") to enter the Premises upon reasonable notice to Tenant for purposes of: (a) inspecting Tenant's compliance with environmental, occupational safety and health laws and regulations, whether or not such entity is responsible for enforcing such laws; (b) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (c) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Landlord shall give Tenant

twenty-four (24) hours' prior written notice of its intention to enter the Premises unless it determines the entry is required for emergency safety, environmental, operations, or security purposes. Tenant shall have no claim against the United States, EPA, ADEQ, ADWR, ADOSH, or Landlord, or any officer, agent, employee, or contractor thereof on account of any such entries.

4.12. INSURANCE.

4.12.1. Coverage Required. Upon the Effective Date, Tenant shall procure and at all times maintain the following types and amounts of insurance for its operations at, and use of, the Premises:

4.12.1.1. General Liability Insurance. General Liability insurance with minimum coverage of \$5,000,000. Landlord, its agents, officials, volunteers, officers, elected officials, and employees shall be named as additional insureds.

4.12.1.2. Automobile Liability Insurance. Automobile Liability insurance for all owned, non-owned and hired vehicles in the amount of at least \$1,000,000 per occurrence.

4.12.1.3. Property Insurance. Tenant shall be responsible for carrying fire and extended risk insurance coverage for all structures and all permanent fixtures for the full replacement value thereof. Landlord shall be named as Loss Payee on all property insurance policies. All merchandise, furniture, floor coverings, and personal property and fixtures belonging to Tenant and all persons claiming by or through Tenant which may be on the Premises shall be at Tenant's sole risk.

4.12.1.4. Workers' Compensation Insurance. Tenant shall maintain workers' compensation insurance to cover obligations imposed by federal and state law.

4.12.2. Evidence and Requirements For All Insurance Coverages. Upon the Effective Date, and upon any date or event when there is any change in applicable insurance coverage (including without limitation, if different insurers are involved during or with respect to demolition, construction of improvements, or operation of the University Campus), Tenant shall provide Landlord with a Certificate(s) of Insurance (using the appropriate ACORD certificate) signed by the issuer with applicable endorsements. Landlord reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating to the policies.

4.12.2.1. Tenant's insurance shall be primary of all other sources available. No policy shall expire, be cancelled or materially changed to affect the coverage available without advance written notice to Landlord.

4.12.2.2. All insurance certificates and applicable endorsements are subject to review and approval by Landlord.

4.12.2.3. All insurance policies (whether or not required by this Lease) shall contain a waiver of subrogation in favor of Landlord, and its agents, officials, volunteers, officers, elected officials and employees.

4.12.2.4. All policies shall be from a company or companies rated A- or better, authorized to do business in the State of Arizona.

4.12.2.5. All insurance required to be provided by Tenant pursuant to this Section 4.12 shall be requirements of Tenant with respect to the Facilities Use Agreements, as well.

4.12.3. No Limits on Indemnification. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

4.12.4. Landlord's Right to Adjust Insurance. No more than once every five (5) years during the Term, Landlord may reasonably adjust the amount and type of insurance Tenant is required to obtain and maintain under this Lease as reasonably required by Landlord.

4.12.5. Use of Proceeds. Proceeds (or an equivalent amount of such proceeds) of any property damage insurance shall be applied as required by this Lease.

4.12.6. Insurance by Landlord. In the event Tenant shall fail to procure any insurance required hereunder, Landlord may, upon 10 days written notice to Tenant, procure and maintain any or all of the insurance required of Tenant under this Section 4.12. In such event, all costs of such insurance procured and maintained by Landlord on behalf of Tenant shall be the responsibility of Tenant and shall be fully reimbursed to Landlord within ten (10) business days after Landlord advises Tenant of the cost thereof.

4.13. INDEMNITY.

4.13.1. Tenant will pay, defend, protect, indemnify, and save harmless individually and collectively Landlord and its officials, elected officials, employees, volunteers, and agents (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") directly or indirectly arising from or relating to Tenant's performance under this Lease, or due to Tenant's, or its officers', directors', employees', agents', contractors', invitees', or its sub-lessees' occupancy of, or activities or operations on, the Premises, including, but not limited to, the following:

(a). any liability directly or indirectly arising out of or connected with the use, non-use, condition, or occupancy of the Premises or any part thereof, or any accident, injury to or death of any person or damage to property in or upon the Premises, during the Term of this Lease;

(b). any breach or violation by Tenant of any agreement, covenant, warranty, representation, or condition of this Lease or any other documents executed in connection with this Lease;

(c). any violation due to Tenant, or its officers, directors, employees, agents, contractors, invitees, or its sublessees of any contract, agreement, or restriction relating to the Premises;

(d). any violation due to Tenant, or its officers, directors, employees, agents, contractors, invitees, or its sublessees of any law, ordinance, or regulation affecting the Premises or any part thereof or the ownership, occupancy, or use thereof during the Term of this Lease;

provided, however, that nothing in this Section 4.13 shall be deemed to provide indemnification to an Indemnified Person, with respect to Liabilities arising from the fraud, gross negligence, or willful misconduct of such Indemnified Person.

4.13.2. After service of a legal action to an Indemnified Person for which Tenant's indemnification obligations would apply, such served Indemnified Person shall notify Tenant in writing of the commencement thereof; provided that the failure to give such notice shall not result in the loss of rights to indemnity hereunder, except that the liability of Tenant shall be reduced by the amount of any loss, damage or expense incurred by Tenant as the result of such failure to give notice. Tenant may, or if so requested by the Indemnified Person shall, participate therein and assume the defenses thereof, with counsel reasonably satisfactory to such Indemnified Person and Tenant. If Tenant shall, after notice and within a period of time necessary to preserve any and all defenses to any claim asserted, fail to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Person, the Indemnified Person shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matters on behalf of, for the account of, and at the risk of, Tenant, and Tenant shall be responsible for the reasonable fees, costs, and expenses, (including reasonable attorneys' fees and costs) of the Indemnified Person in conducting its defense.

4.13.3. The indemnification provisions in this Section 4.13 above shall 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 Lease or any applicable law.

4.13.4. The obligations of Tenant under this Section 4.13 above entitled "Indemnity" shall survive any assignment or termination of this Lease.

4.14. SURRENDER OF POSSESSION.

4.14.1. Condition of Property. Upon the expiration or earlier termination of this Lease, Tenant's right to occupy the Premises and exercise the privileges and rights granted under this Lease shall cease, Tenant shall be deemed to have assigned to Landlord all of Tenant's right, title, and interest to all improvements, alterations, additions, enhancements, or modifications to the Premises, and Tenant shall peaceably surrender the same and leave the Premises free of trash and debris, broom clean and in good condition, except for normal wear and tear. Landlord acknowledges that Tenant will enter into leases with student residents of the residential housing portion of the Premises, but which shall not be for periods in excess of twelve (12) months. Upon expiration or earlier termination of this Lease, Tenant shall assign to Landlord all of Tenant's right, title, and interest in such residential leases to Landlord. All trade fixtures, equipment, and other personal property installed or placed by Tenant in or on the Premises which is not permanently affixed thereto shall remain the property of Tenant, and Tenant shall have the right at any time during the Term of this Lease, to remove the same from the Premises, provided that Tenant shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Tenant within thirty (30) days after the expiration or termination of this Lease shall become a part of the Premises, and ownership thereof shall vest in Landlord. Tenant shall, however, remain financially liable to Landlord for the costs of repairs to the Premises incurred as a result of Landlord's removal and/or relocation of property formerly belonging to Tenant and not otherwise removed from the Premises as provided herein, and shall remit to Landlord payment for such costs within ten (10) business days of Tenant's receipt of Landlord's invoice therefor.

4.14.2. Holding Over. Tenant shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord. Should Tenant hold over without the express written consent of Landlord, such tenancy shall be month-to-month at the sufferance of Landlord and not a renewal of the Term and in such case, the Premises Rent shall be payable on the first day of each month in an amount two (2) times the monthly pro rata amount of annual rent then payable pursuant to Section 4.4 of this Lease, and all other charges due pursuant to this Lease shall be payable at two (2) times the amount payable during the last year (or month as applicable for month-to-month rent payments) of the Term and such tenancy at sufferance shall be subject to every other term, covenant, and provision of this Lease. In the event Tenant holds over, Tenant shall be liable for all of Landlord's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Landlord as a result of Tenant's holding over, and damages and expenses incurred by Landlord for its inability to deliver possession of the Premises to a new subtenant.

4.15. INSPECTION/ACCESS BY LANDLORD. Landlord may enter the Premises at reasonable times and upon reasonable prior written notice for any reasonable purpose including, but not limited to: inspecting the condition of the Premises, verifying compliance with the terms and conditions of this Lease, performing maintenance or repairs, or the exercise of its governmental functions for such activities as fire protection or security; provided, however, that no notice will be required in any emergency situation as reasonably determined by Landlord.

4.16. NOTICE.

4.16.1. All notices required or permitted under this Lease shall 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 LANDLORD: The City of Surprise
Attn.: Finance Director
16000 N. Civic Center Plaza
Surprise, Arizona 85374

The City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

TO TENANT: Ottawa University
ATTN: President
1001 S. Cedar #20
Ottawa, Kansas 66067

With copies to: Ottawa University
ATTN: Chief Financial Officer
1001 S. Cedar #20
Ottawa, Kansas 66067

Gammage & Burnham
Attn: Grady Gammage
Two North Central Ave., 15th Floor
Phoenix, Arizona 85004

TO LEASEHOLD MORTGAGEE: _____
c/o _____
Attn: _____

With copy to: _____
Attn: _____

4.16.2. Any notice shall 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.

4.17. LIENS AND MORTGAGES. Except as may be permitted under the terms of this Lease, Tenant shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises or this Lease, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Tenant's interest in the Premises or this Lease. Except as contemplated in this Lease, any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section 4.17, constituting a failure by Tenant to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

4.18. CORPORATE AUTHORIZATION. Tenant shall provide a certified copy of a resolution of its board authorizing Tenant to enter into this Lease to Landlord within thirty (30) calendar days after the Effective Date.

4.19. UTILITY LINES AND SERVICE CHARGES.

4.19.1 Tenant shall pay for all utilities, including water, electric, gas, trash collection, and wastewater, and all telephone, cell phone, wireless, fiber optic, Internet, and cable and related charges used in its operations at the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

4.19.2 Landlord retains the right, at its sole expense, to the continued use of any utility lines and utility improvements and services (including but not limited to all uses allowed in a Right of Way or Public Utilities and Facilities Use Easement under the Surprise City Code) as are presently on, under, over, or through the Premises and the right to repair, maintain, and replace the same when necessary in Landlord's sole discretion, including but not limited to any utility easements on the Premises. Landlord shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with

Landlord's activities thereon. Landlord shall indemnify Tenant for any losses arising from the conduct of any such repairs.

4.20. RESERVATIONS TO LANDLORD. The Premises are accepted by Tenant subject to any and all existing easements or other encumbrances of record or that an ALTA survey of the Premises would reveal. Landlord shall have the right to install, lay, construct, maintain, repair, and operate water lines, sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines; telephone and telegraph power lines; wireless and cell phone facilities, fiber optic, Internet, and cable lines; and such other appliances and appurtenances necessary or convenient to use in connection therewith ("Utility Improvements"), over, on, across or in proximity to the Premises or any part thereof, as will not unreasonably interfere with Tenant's operations hereunder, and to enter upon the Premises for such purposes; provided, however, that Landlord provides Tenant with written notice of such entry no less than thirty (30) calendar days prior to any construction on the Premises. Landlord also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on, across or in proximity to any portions of the Premises, provided, that Landlord shall not exercise such rights so as to interfere unreasonably with Tenant's activities on the Premises. Landlord agrees that the Premises shall be restored by Landlord or Landlord's contractors or agents, to its original condition, at no cost to Tenant, upon the completion of any construction.

4.21. BROKERS. Each Party represents and warrants to the other Party (the "Other Party") that it has not had any material dealings with any real estate brokers, finders, or agents in connection with this Lease. To the fullest extent permitted by law, each Party further agrees to indemnify, defend (with counsel selected by the Other Party), and hold the Other Party and its successors and assigns harmless for, from, and against any and all claims, costs, commissions, fees, or damages by any person or firm whom the Party authorized or employed, or acted by implication to authorize or employ, to act for the Party in connection with this Lease.

4.22. SALE OF PREMISES BY LANDLORD. If there is a sale or other conveyance by Landlord of its interest in the Premises, Landlord shall be automatically freed and released from all liability accruing from and after the date of such sale or conveyance as respects the performance of any covenant or obligation on the part of Landlord contained in this Lease to be performed, but only if the successor to or assignee of Landlord assumes all of such covenants and obligations in writing. Upon such a sale or conveyance, the covenants and obligations contained in this Lease on the part of Landlord shall be binding on its successors or assignees. Landlord and any of its successors in interest agree not to disturb or otherwise interfere with Tenant's possession of the Premises for the unexpired Term of the Lease, except as otherwise provided herein. From and after such sale or conveyance, Tenant shall be bound to such successor or assignee who becomes the new landlord under this Lease; and Tenant shall attorn to such successor or assignee as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of either party.

4.23. ESTOPPEL CERTIFICATE. Both Parties shall, without charge, at any time and from time to time hereafter, within thirty (30) calendar days after written request from the other Party to do so, certify by written instrument duly executed and acknowledged by the Party and certified to the requesting Party and to any prospective lender or purchaser the following, to the extent such information is true and correct at the time such request is made: (i) as to whether this Lease is in full force and effect along with the amount and current status of the Premises Rent and other amounts due hereunder; (ii) as to whether this Lease has been modified or amended in any respect or describing such modifications or amendments, if any; (iii) as to whether there are any existing defaults, to the knowledge of the Party

executing the certificate, and specifying the nature of such defaults, if any; (iv) as to whether that Party has assigned or transferred its interests or any portion thereof in this Lease; (v) as to Landlord's consent to each Leasehold Mortgagee; (vi) the date through which rent has been paid; and (vii) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the requesting Party and any prospective purchaser or lender to whom the same was certified.

4.24. CONDEMNATION.

4.24.1. Entire or Partial Condemnation. If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public use or purposes during the Term of this Lease, this Lease shall terminate with respect to the part of the Premises so taken, and Tenant reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage or injury to its leasehold interest and the improvements located on the Premises owned by Tenant (as well as relocation and moving costs) without impairing any rights of Landlord for the taking of or injury to Landlord's interests. Any condemnation award to which Tenant is entitled shall be paid directly to Leasehold Mortgagee, if any, for application pursuant to the loan documents of Leasehold Mortgagee and, if there are none, then to Tenant.

4.24.2. Continuation of Lease. In the event of a taking of less than all of the Premises, this Lease shall continue in effect with respect to the portion of the Premises not so taken; the Premises Rent shall not be adjusted except if the taking materially affects Tenant's use of the Premises and in such event the Premises Rent shall be equitably adjusted as agreed to by the Parties. (For example, a taking all or a portion of Tenant's competition football field would be material.) Provided, further, however, if the taking is so material that the remaining part of the Premises cannot feasibly be used or converted for use by Tenant for the uses contemplated by the Lease, Tenant may, at its option, terminate this Lease within ninety (90) days after such taking by serving upon Landlord at any time within said ninety (90) day period, a thirty (30) day written notice of Tenant's election to so terminate accompanied by a certificate of Tenant that the remaining part of the Premises cannot feasibly be used or converted for use by Tenant.

4.24.3. Temporary Taking. If the temporary use of the whole or any part of the Premises or the appurtenances thereto shall be taken, the Term and Tenant's rent obligation shall not be reduced or affected in any way. The entire award of such taking (whether incurred as or paid by way of damages, rent, or otherwise) shall be payable to Tenant, unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this Lease, in which event the award made for such taking shall be apportioned between Landlord and Tenant as of the date of such expiration.

4.24.4. Notice of Condemnation. In the event any action is filed to condemn the Premises or Tenant's leasehold estate or any part thereof by any public or quasi-public authority under the power of eminent domain, either Landlord or Tenant shall give prompt notice thereof to the other Party. Each Party shall have the right, at its own cost and expense, to represent its respective interest in each proceeding, negotiation, or settlement with respect to any taking or threatened taking and to make full proof of its claims. No agreement, settlement, conveyance, or transfer to or with the condemning authority affecting Tenant's leasehold interest shall be made without the consent of Tenant, which may be withheld in its sole discretion.

ARTICLE V. LEASE OPTIONS

5.1. NORTH PARCEL LEASE OPTION.

5.1.1. Option Holder. The lease option described in this Section 5.1 above with respect to the North Parcel (the “North Parcel Lease Option”) is granted solely to Tenant, is exercisable only by Tenant, and is not assignable by Tenant to any other person or entity.

5.1.2. Conditions to Exercising North Parcel Lease Option. Subject to the additional conditions of Section 5.1.8 below, Tenant may exercise the North Parcel Lease Option only if all of the following exist or have occurred:

- (a) The Tenant Improvements shall have been completed;
- (b) Tenant exercises it during the North Parcel Lease Option Term provided in Section 5.1.4 (and not at any other time);
- (c) During the two most recent fall terms prior to the exercise of the North Parcel Lease Option, there were enrolled, at the University Campus, no less than one thousand (1,000) residential students during at least one of such fall terms, and no less than eight hundred (800) residential students during the other fall term, as such enrollment figures are shown on the census data enrollment reports provided by Tenant to Landlord pursuant to Section 3.1.9.7;
- (d) Tenant is in full compliance with all the terms and conditions of this Lease and there is no then existing Event of Default or breach that would be an Event of Default if notice were to be given for such breach;
- (e) There is no uncured default by Tenant under any of the Facilities Use Agreements; and
- (f) Tenant shall have executed an agreement with Landlord, in a form satisfactory to Landlord, for the construction of improvements on the North Parcel of a multi-story building or buildings comprising at least forty thousand (40,000) square feet to be used for classrooms, administrative offices, or other academic facilities. The architectural design, building materials, colors, and finishes of the building or buildings and surrounding grounds shall be contemporary and similar to the architectural style and quality of the Surprise City Hall. The agreement shall include a process for approval of the plans associated with permitting and construction of the improvements (including without limitation Landlord approval of building size, location, orientation, and exterior design) and commercially reasonable proof of the financial ability of Tenant to timely complete the planned improvements, in addition to the standard regulatory review.

5.1.3. Notice. Tenant shall not exercise the North Parcel Lease Option unless Tenant shall have first given in writing no less than twenty-four (24) months’ notice (the “North Parcel Notice Period”) to Landlord of Tenant’s intent to exercise the North Parcel Lease Option (“Notice of Intent to Exercise North Parcel Lease Option”). Tenant acknowledges that such North Parcel Notice Period is to accommodate Landlord with respect to planning and building a replacement facility for the championship tennis stadium and viewing area presently occupying the North Parcel. In the event Tenant provides to Landlord the Notice of Intent to Exercise North Parcel Lease Option, then Tenant shall not exercise the North Parcel Lease Option prior to expiration of the North Parcel Notice Period (and any attempt to do so shall be ineffective).

5.1.4. North Parcel Lease Option Term. For purposes of this ARTICLE V above, the "North Parcel Lease Option Beginning Date" for the North Parcel Lease Option shall be the first day of Year 3 (as determined pursuant to Section 4.3.2) and, provided that this Lease has not been terminated earlier, the term of such option (the "North Parcel Lease Option Term") shall commence on 12:01 a.m. Arizona time on the North Parcel Lease Option Beginning Date and shall terminate at 5:00 p.m. Arizona time on the day that is the last day of Year 20 (the "North Parcel Lease Option Termination Date").

5.1.5. Exercise of Option. Provided the conditions of this ARTICLE V have been satisfied, Tenant shall evidence its exercise of the North Parcel Lease Option by delivering written notice (the "North Parcel Lease Option Exercise Notice") of such exercise to Landlord after the North Parcel Lease Option Beginning Date and prior to the North Parcel Lease Option Termination Date, stating the intention to exercise the option pursuant to this ARTICLE V and the effective date (the "North Parcel Premises Date") upon which Tenant desires the North Parcel to become part of the Premises subject to this Lease (which date shall be within thirty (30) days after the North Parcel Lease Option Exercise Notice, but may not be later than the North Parcel Lease Option Termination Date). A North Parcel Lease Option Exercise Notice with respect to the North Parcel Lease Option that fails to identify the North Parcel Premises Date shall be ineffective.

5.1.6. Continuation of Lease. In the event that Tenant exercises the North Parcel Lease Option as provided by this ARTICLE V, then upon occurrence of the North Parcel Premises Date, the North Parcel shall become part of the Premises, subject to all the terms and provisions of this Lease, except as otherwise provided in this Section 5.1.6. On or before the North Parcel Premises Date, Tenant shall pay the pro rata amount for Premises Rent for the balance of the Lease Year applicable to the North Parcel as provided in Section 3.1(C). Thereafter, the Premises shall include the North Parcel and the Premises Rent shall continue to be paid on the same schedule and calculated as provided in Section 3.1.

5.1.7. Failure to Timely Improve North Parcel Terminates North Parcel Lease. For the Lease to continue with respect to the North Parcel after Tenant exercises the North Parcel Lease Option, Tenant must both commence construction of the permanent structure(s) and other improvements that were approved by Landlord under the conditions listed in Section 5.1.2(f) within six (6) months of the North Parcel Premises Date and must complete construction within twenty-four (24) months of the North Parcel Premises Date. Commencement of construction shall be evidenced by issuance of the first of one or more building permits for any vertical construction on the North Parcel. Completion of construction shall be evidenced by approval of a Certificate of Occupancy for the agreed improvements; provided, however, that if an application for approval of a Certificate of Occupancy is pending on the twenty-four month deadline, then the deadline shall be extended to the date upon which Landlord has acted upon that application for approval. If Tenant fails to commence and complete construction as prescribed herein, the Lease shall expire as to the North Parcel (but not as to any other part of the Premises), any permanent improvements attached to the North Parcel shall become Landlord's property, and the Premises Rent shall be reduced by the amount thereof attributable to the North Parcel.

5.1.8. Termination of Lease Terminates this Option. Upon this Lease terminating for any reason as permitted under this Lease (including, but not limited to, a conveyance pursuant to ARTICLE VI as to all of the then-existing Premises), the North Parcel Lease Option of this ARTICLE V (unless previously exercised) shall immediately terminate and shall be of no further force or effect.

5.1.9. Acceptance by Tenant and Additional Conditions. Tenant acknowledges that the North Parcel Lease Option may not be assigned and any attempted or purported assignment shall be of no

effect except, at Landlord's election, to terminate such option. In addition to the foregoing, Tenant further acknowledges that Landlord shall have no responsibility for any liens or encumbrances which Tenant caused or permitted to arise or be recorded affecting any portion of the Premises, and that Landlord reserves the right to record restrictions with respect to the permissible uses of all or part of any of the real property for which the option provided for in this ARTICLE V may apply in the form of the Declaration of Restrictions attached as Exhibit B.

5.2. RESERVED PARCEL LEASE OPTION.

5.2.1. Option Holder. The lease option described in this Section 5.2 with respect to the Reserved Parcel (the "Reserved Parcel Lease Option") is granted solely to Tenant, is exercisable only by Tenant, and is not assignable by Tenant to any other person or entity.

5.2.2. Conditions to Exercising Reserved Parcel Lease Option. Tenant may exercise the Reserved Parcel Lease Option only if all of the following exist or have occurred:

(a) Tenant exercises it during the Reserved Parcel Lease Option Term provided in Section 5.2.3 (and not at any other time);

(b) Tenant is in full compliance with all the terms and conditions of this Lease and there is no then existing Event of Default or breach that would be an Event of Default if notice were to be given for such breach;

(c) There is no uncured default by Tenant under any of the Facilities Use Agreements; and

(d) Tenant shall have executed an agreement with Landlord, in a form satisfactory to Landlord, for the construction of improvements on the Reserved Parcel satisfactory to Landlord, as owner, which agreement shall include a process for the approval of the plans associated with permitting and construction of the improvements (including without limitation Landlord approval of building size, location, orientation, and exterior design) and commercially reasonable proof of the financial ability of Tenant to timely complete the planned improvements, in addition to the standard regulatory review.

5.2.3. Notice. Tenant shall not exercise the Reserved Parcel Lease Option unless Tenant shall have first given in writing no less than six (6) months' notice (the "Reserved Parcel Notice Period") to Landlord of Tenant's intent to exercise the Reserved Parcel Lease Option ("Notice of Intent to Exercise Reserved Parcel Lease Option"). Tenant's Notice of Intent to Exercise Reserved Parcel Lease Option shall include a complete and concise description of the proposed use of the Reserved Parcel. The proposed use shall be for either (i) higher education or (ii) civic and/or governmental uses in perpetuity. Tenant acknowledges that such Reserved Parcel Notice Period is to accommodate Landlord with respect to seeking title to the Reserved Parcel consistent with deed restrictions applicable thereto (which may require more than six months although Landlord and Tenant will mutually and reasonably cooperate with respect to obtaining title to the Reserved Parcel pursuant to the SCDC Settlement Agreement, defined below) and that, upon request from Landlord, Tenant shall provide such additional information with respect to the proposed use of the Reserved Parcel as Landlord may need to submit in seeking a conveyance consistent with the deed restrictions. In the event Tenant provides to Landlord the Notice of Intent to Exercise Reserved Parcel Lease Option, then Landlord shall promptly seek title (if it has not previously obtained title) to the Reserved Parcel, and Tenant shall not exercise the Reserved Parcel

Lease Option prior to receiving from Landlord written notice that Landlord has acquired title to the Reserved Parcel ("Notice of City Title Acquisition") pursuant to an agreement between Landlord and Surprise Center Development Company, LLC dated May 5, 2016, (the "SCDC Settlement Agreement"), for which the Memorandum of Rights Regarding Reserved Parcel was recorded May 11, 2016, at Maricopa County Recorder document number 2016-0323623, and any attempt to exercise the Reserved Parcel Lease Option prior to, or inconsistently with, Landlord's acquisition of title to the Reserved Parcel as described in the SCDC Settlement Agreement shall be ineffective.

5.2.4. Reserved Parcel Lease Option Term. For purposes of this Section 5.2, the "Reserved Parcel Lease Option Beginning Date" for the Reserved Parcel Lease Option shall be the Commencement Date and, provided that this Lease has not been terminated earlier, the term of such option (the "Reserved Parcel Lease Option Term") shall commence on 12:01 a.m. Arizona time on the Reserved Parcel Lease Option Beginning Date and shall terminate at 5:00 p.m. Arizona time on April 30, 2024 (the "Reserved Parcel Lease Option Termination Date"). The Lease Option Term for the Reserved Parcel is different than the Lease Option Term for the North Parcel.

5.2.5. Exercise of Option. Provided the conditions of this Section 5.2 have been satisfied (including without limitation, receipt of the Notice of City Title Acquisition described in Section 5.2.3), Tenant shall evidence its exercise of the Reserved Parcel Lease Option by delivering written notice (the "Reserved Parcel Lease Option Exercise Notice") of such exercise to Landlord after the Reserved Parcel Lease Option Beginning Date and prior to the Reserved Parcel Lease Option Termination Date, stating the intention to exercise the option pursuant to this Section 5.2 and the effective date (the "Reserved Parcel Premises Date ") upon which Tenant desires all or a portion of the Reserved Parcel to become part of the Premises subject to this Lease (which date shall be within thirty (30) days after the Reserved Parcel Lease Option Exercise Notice, but may not be later than the Reserved Parcel Lease Option Termination Date). A Reserved Parcel Lease Option Exercise Notice with respect to the Reserved Parcel Lease Option that fails to identify the Reserved Parcel Premises Date shall be ineffective. Tenant may exercise the Reserved Parcel Lease Option as to only a portion of the Reserved Parcel, provided that (a) the portion to become part of the Premises is not less than five (5.000) acres and (b) following exercise of the option the remaining Reserved Parcel (which term shall then mean the remainder of the Reserved Parcel which has not been made part of the Premise) shall be not less than one (1.000) acre. Thereafter, if Tenant wishes to add additional portions of the Reserved Parcel to the Premises, Tenant may do so during the Reserved Parcel Lease Option Term, provided that the foregoing conditions (a) and (b) are satisfied (with the exception that when the remaining Reserved Parcel is five (5.000) acres or less, addition of the entirety of the remaining Reserved Parcel shall be deemed to satisfy both conditions (a) and (b) leaving no remaining Reserved Parcel). If exercising this option as to only a portion of the Reserved Parcel, Tenant shall provide with the Reserved Parcel Lease Option Exercise Notice a legal description of the portion to be added to the Premises including its size in gross acres.

5.2.6. Continuation of Lease. In the event that Tenant exercises the Reserved Parcel Lease Option as provided by this Section 5.2, then upon occurrence of the Reserved Parcel Premises Date, the Reserved Parcel shall become part of the Premises, subject to all the terms and provisions of this Lease, except as otherwise provided in this Section 5.2.6. On or before the Reserved Parcel Premises Date, Tenant shall pay the pro rata amount for Premises Rent for the balance of the Lease Year applicable to the Reserved Parcel as provided in Section 4.4.2. Thereafter, the Premises shall include the Reserved Parcel and the Premises Rent shall continue to be paid on the same schedule and calculated as provided in Section 4.4.

5.2.7. Failure to Timely Improve Reserved Parcel Terminates Reserved Parcel Lease. For the Lease to continue with respect to the Reserved Parcel after Tenant exercises the Reserved Parcel Lease Option, Tenant must both commence construction of the permanent structure(s) and other improvements that were approved by Landlord under the conditions listed in Section 5.2.2(d) within six (6) months of the Reserved Parcel Premises Date and must complete construction within thirty-six (36) months of the Reserved Parcel Premises Date. Commencement of construction shall be evidenced by issuance of the first of one or more building permits for any vertical construction on the Reserved Parcel. Completion of construction shall be evidenced by approval of a Certificate of Occupancy for the agreed improvements; provided, however, that if an application for approval of a Certificate of Occupancy is pending on the thirty-six month deadline, then the deadline shall be extended to the date upon which Landlord has acted upon that application for approval. If Tenant fails to commence and complete construction as prescribed herein, the Lease shall expire as to the Reserved Parcel (but not as to any other part of the Premises), any permanent improvements attached to the Reserved Parcel shall become Landlord's property and the Premises Rent shall be reduced by the amount thereof attributable to the Reserved Parcel.

5.2.8. Termination of Lease Terminates this Option. Upon this Lease terminating for any reason as permitted under this Lease (including, but not limited to, a conveyance pursuant to ARTICLE VI as to all of the then-existing Premises), the Reserved Parcel Lease Option of this Section 5.2 (unless previously exercised) shall immediately terminate and shall be of no further force or effect.

5.2.9. Acceptance by Tenant and Additional Conditions. Tenant acknowledges that the Reserved Parcel Lease Option may not be assigned and any attempted or purported assignment shall be of no effect except, at Landlord's election, to terminate such option. In addition to the foregoing, Tenant further acknowledges that Landlord shall have no responsibility for any liens or encumbrances which Tenant caused or permitted to arise or be recorded affecting any portion of the Premises and that Landlord reserves the right to record restrictions (in addition to those of the SCDC Settlement Agreement) with respect to the permissible uses of all or part of any of the real property for which the option provided for in this Section 5.2 may apply in the form of the Declaration of Restrictions attached as Exhibit B.

5.3. COMMUNIVERSITY PARCEL LEASE OPTION.

5.3.1. Option Holder. The lease option described in this Section 5.3 with respect to the Communiversity Parcel (the "Communiversity Parcel Lease Option") is granted solely to Tenant, is exercisable only by Tenant, and is not assignable by Tenant to any other person or entity.

5.3.2. Conditions to Exercising Lease Option. Subject to the additional conditions of Section 5.3.8, Tenant may exercise the Communiversity Parcel Lease Option only if all of the following exist or have occurred:

- (a) Tenant has purchased the Communiversity Building;
- (b) Tenant is in full compliance with all the terms and conditions of this Lease and there is no then existing Event of Default or breach that would be an Event of Default if notice were to be given for such breach; and
- (c) There is no uncured default by Tenant under any of the Facilities Use Agreements.

5.3.3. Communiversity Parcel Lease Option Period. For purposes of this Section 5.3, the "Communiversity Parcel Lease Option Period" for the Communiversity Parcel Lease Option shall be coterminous with such period for the option to purchase the Communiversity Building between Tenant and MCCCCD; provided, however, that if not earlier expired, terminated, or waived in writing, the Communiversity Parcel Lease Option Period pursuant to this Section 5.3 shall expire on December 31, 2020.

5.3.4. Exercise of Option. Provided the conditions of this Section 5.3 have been satisfied, Tenant shall evidence its exercise of the Communiversity Parcel Lease Option by delivering written notice (the "Communiversity Parcel Option Exercise Notice") of such exercise to Landlord during the Communiversity Parcel Lease Option Period, prior to the completion of the purchase of the Communiversity Building, stating the intention to exercise the option pursuant to this Section 5.3, and the effective date (the "Communiversity Parcel Premises Date") upon which Tenant will have completed the purchase of the Communiversity Building, which shall be the date the Communiversity Parcel becomes part of the Premises subject to this Lease. A Communiversity Parcel Lease Option Exercise Notice with respect to the Communiversity Parcel Lease Option that fails to identify the Communiversity Parcel Premises Date shall be ineffective.

5.3.5. Continuation of Lease. In the event that Tenant exercises the Communiversity Parcel Lease Option as provided by this Section 5.3, then upon occurrence of the Communiversity Parcel Premises Date, the Communiversity Parcel shall become part of the Premises, subject to all the terms and provisions of this Lease, except as otherwise provided in this Section 5.3.5. On or before the Communiversity Parcel Premises Date, Tenant shall pay the pro rata amount for Premises Rent for the balance of the Lease Year applicable to the Communiversity Parcel as provided in Section 4.4.2. Thereafter, the Premises shall include the Communiversity Parcel and the Premises Rent shall continue to be paid on the same schedule and calculated as provided in Section 4.4.

5.3.6. *Reserved.*

5.3.7. Termination of Lease Terminates this Option. Upon this Lease terminating for any reason as permitted under this Lease (including, but not limited to, a conveyance pursuant to ARTICLE VI as to all of the then-existing Premises), the Communiversity Parcel Lease Option of this Section 5.3 (unless previously exercised) shall immediately terminate and shall be of no further force or effect.

5.3.8. Acceptance by Tenant and Additional Conditions. Tenant acknowledges that the Communiversity Parcel Lease Option may not be assigned and any attempted or purported assignment shall be of no effect except, at Landlord's election, to terminate such option. In addition to the foregoing, Tenant further acknowledges that Landlord shall have no responsibility for any liens or encumbrances which Tenant caused or permitted to arise or be recorded affecting any portion of the Premises, and that Landlord reserves the right to record restrictions with respect to the permissible uses of all or part of any of the real property for which the option provided for in this Section 5.3 may apply in the form of the Declaration of Restrictions attached as Exhibit B.

ARTICLE VI. ELECTION TO PURCHASE; LAND EXCHANGES.

6.1 OPTION HOLDER. The option described in this ARTICLE VI is granted solely to Tenant, is exercisable only by Tenant, and is not assignable by Tenant to any other person or entity.

6.2 PURCHASE OPTION. There is an option (the "Purchase Option") created by this ARTICLE VI, which is an option to purchase (either by special election auction purchase or land exchange as set forth herein) all or portions of the Premises. The option may be exercised by Tenant with regard to all of the Premises or serially with regard to only part of the Premises at a time, limited as follows:

- (a) The option may be exercised as to all but not just part of the Initial Parcel;
- (b) The option may be exercised as to all but not just part of the North Parcel, and only after or contemporaneously with the exercise of the option as to the Initial Parcel;
- (c) The option may be exercised as to all or any portion of the Reserved Parcel which is greater than five (5) acres in size (and the option shall remain in effect after the acquisition of any portion of the Reserved Parcel as to the balance of the Reserved Parcel); and
- (d) The option may be exercised as to all but not just part of the Communiversity Parcel.

The option does not have to be exercised serially in the order set forth above.

There is no option to purchase by a method other than a special election auction purchase or a land exchange. Each exercise of the Purchase Option shall require the continued effectiveness (at the election of Landlord) of the applicable Facilities Use Agreements. In consideration and on the condition of Tenant's full compliance with all the terms of this Lease, Landlord hereby grants to Tenant the Purchase Option to acquire all or portions of the Premises (the "Option"), subject to the terms and conditions set forth in this Lease, including without limitation satisfaction of the conditions set forth in this ARTICLE VI.

6.3 PURCHASE OPTION TERM. The "Purchase Option Beginning Date" shall be that day which is the first day of Year 5 (as determined pursuant to Section 4.3.2). Provided that this Lease has not been terminated earlier, the term of the Purchase Option (the "Purchase Option Term") shall commence on 12:01 a.m. Arizona time on the Purchase Option Beginning Date and shall terminate at 5:00 p.m. Arizona time on the day that is the last day of Year 20 (the "Purchase Option Termination Date").

6.4 EXERCISE OF OPTION. Tenant may exercise the Purchase Option only if:

- (a) Tenant exercises the Purchase Option during the Purchase Option Term (and not at any other time);
- (b) There are enrolled, and have been enrolled for at least four (4) consecutive semesters (fall and spring only, not summer terms), at the University Campus, no less than one thousand (1,000) residential students, as such enrollment figures are shown on the census data enrollment reports provided by Tenant to Landlord pursuant to Section 3.1.9.7;
- (c) Tenant has previously leased from Landlord the portion of the Premises to be acquired;
- (d) Tenant is in full compliance with all the terms and conditions of this Lease, and there is no then existing Event of Default or breach that would be an Event of Default if notice were to be given for such breach,

(e) There is no uncured default by Tenant under any of the Facilities Use Agreements, and

(f) Tenant shall have purchased the Communiiversity Building and exercised the Communiiversity Parcel Lease Option. Additionally, if either or both of the North Parcel Lease Option and/or the Reserved Parcel Lease Option have been exercised, then the Purchase Option may be exercised as to any portion of those Parcels only if construction as provided by Section 5.1.7 and/or Section 5.2.7, as applicable, has been completed.

Tenant shall evidence each exercise of the Purchase Option by delivering written notice (the "Purchase Option Exercise Notice") of such exercise to Landlord after the Purchase Option Beginning Date and prior to the Purchase Option Termination Date, stating the intention to exercise the option pursuant to this ARTICLE VI, and identifying to Landlord (a) which portion of the Premises Tenant intends to purchase, and (b) whether Tenant intends to exercise the Purchase Option as to such portion of the Premises pursuant to the special election auction purchase method (an "Election Purchase Option") or pursuant to a land exchange method (a "Land Exchange Option"). In the event Tenant designates an Election Purchase Option, then the procedure to be followed shall be as set forth in Section 6.10 herein and its subsections. In the event Tenant designates a Land Exchange Option, then the procedure to be followed shall be as set forth in Section 6.11 herein and its subsections. A Purchase Option Exercise Notice for any portion of the Premises that fails to identify the portion of the Premises at issue and/or whether Tenant is designating an Election Purchase Option or a Land Exchange Option, shall be ineffective.

6.5 TERMINATION OF LEASE TERMINATES PURCHASE OPTION. Upon this Lease terminating for any reason as permitted under this Lease (including, but not limited to, a termination that occurs after Tenant exercises the Purchase Option as to any portion of the Premises but before delivery of a deed conveying such portion of the Premises (a "Closing")), the Purchase Option, and all of Tenant's and Landlord's obligations, rights, and liability under this ARTICLE VI shall immediately terminate and shall be of no further force or effect and, without limiting the foregoing, Tenant shall have no right to purchase any part of the Premises, and shall have no claim against Landlord with regard thereto.

6.6 TERMINATION OF PURCHASE AGREEMENT TERMINATES OPTION. If a purchase or escrow agreement executed pursuant to an exercise of the Purchase Option is terminated as a result of or due to an act or omission of Tenant, then Tenant's Purchase Option, and all of Tenant's and Landlord's obligations, rights, and liability under this ARTICLE VI of this Lease with respect to the real property which is the subject of such terminated purchase agreement shall immediately terminate and shall be of no further force or effect and, without limiting the foregoing, Tenant shall have no right to purchase the real property which was the subject of such terminated purchase agreement, nor any portion of the Premises, and shall have no claim against Landlord with regard thereto.

6.7 CONTINUATION OF LEASE. If Tenant exercises a Purchase Option as allowed under this Lease, this Lease shall continue in full force and effect (including, but not limited to, Tenant's obligation to pay Premises Rent) (a) with regard to the Premises until the Closing and either payment of the purchase price (if an Election Purchase Option) or conveyance of the Premises and the Exchange Property (if a Land Exchange Option), and (b) after the Closing as to all portions of the Premises that were not subject to the Closing. If a purchase agreement pursuant to the Purchase Option is terminated, this Lease shall continue in full force and effect (including, but not limited to, Tenant's obligation to pay Premises Rent) as to all of the Premises subject to the Lease until the end of the Term.

6.8 DECLARATION OF RESTRICTIONS. Tenant acknowledges that Landlord reserves the right to record restrictions with respect to the permissible uses of all or part of any of the real property for which the Option provided for in this ARTICLE VI may apply. A copy of the Declaration of Restrictions for the Premises is attached as Exhibit B.

6.9 ACCEPTANCE BY TENANT AND ADDITIONAL CONDITIONS. Tenant acknowledges that the Purchase Option may not be assigned and any attempted or purported assignment shall be of no effect except, at Landlord's election, to terminate the Purchase Option. In addition to the foregoing, Tenant further acknowledges that Landlord shall have no responsibility for any liens or encumbrances which Tenant caused or permitted to arise or be recorded affecting the Premises.

6.10 ELECTION PURCHASE AUTHORITY. Nothing herein shall preclude the Parties from agreeing to accomplish a purchase pursuant to A.R.S. § 9-403 for all or a portion of the Premises, which provides that Surprise may by special election submit to the voters of the City of Surprise the question of selling or not selling the Premises (or a portion thereof) and, if a majority of the ballots cast is in favor of selling, then Surprise may sell the Premises (or applicable portion thereof) at public auction to the highest bidder for cash, reserving the right to reject any and all bids. In the event that Tenant requests or agrees in writing to a sale pursuant to A.R.S. § 9-403, then Tenant shall have waived any other option to purchase pursuant to this ARTICLE VI as to the specific portion of the Premises then at issue.

6.11 LAND EXCHANGE AUTHORITY. Pursuant to A.R.S. § 9-407, the City of Surprise may by ordinance authorize an exchange of a parcel of real property owned by it for another parcel or parcels of real property, provided the parcel or parcels obtained by Surprise in the exchange are of substantially equal value to the parcel transferred by it in the exchange, and the exchange meets such additional terms and conditions as set forth in the authorizing ordinance.

6.11.1. Identification of Exchange Property. In the event that Tenant has designated a Land Exchange Option as provided in Section 6.4, then Tenant shall include with the Purchase Option Exercise Notice the identification of (a) the portion of the Premises it wants to acquire (the "Subject Property"), and (b) the parcel or parcels of realty (the "Exchange Property") that Tenant proposes to exchange for the Subject Property, which shall be accompanied by (i) ALTA surveys of the Subject Property and the Exchange Property (each certified to the City of Surprise) prepared within the previous ninety (90) days by a civil engineer or registered land surveyor licensed in the State of Arizona, and (ii) a preliminary title report for the Exchange Property.

6.11.2. Approval of Exchange Property. Upon request by Landlord, Tenant shall provide, at Tenant's expense, appraisals of market value of the Subject Property (without consideration of the improvements constructed by Tenant, but the then net present value of the income stream attributable to fee ownership may be considered) and of the Exchange Property, by an appraiser or appraisers approved by Landlord. Landlord shall have thirty (30) days to, by written notice to Tenant, approve or disapprove of the Exchange Property as acceptable in Landlord's reasonable discretion. A failure to timely approve in writing shall be deemed disapproval. Landlord shall, within ten (10) business days following the end of the 30-day period without written notice of approval, advise Tenant of the reason for the disapproval. In the event Landlord provides written notice of approval pursuant to this Section 6.11.2, then the Parties shall execute a mutually acceptable purchase/escrow agreement (which shall include a due diligence period of no less than ninety (90) days during which Landlord may conduct any other appraisal, environmental assessment, or other examination it desires with respect to the Exchange Property), consistent with the provisions of this ARTICLE VI, and proceed to close of escrow and the

Closing. Notwithstanding any written notice of approval pursuant to this Section 6.11.2, Tenant shall only be entitled to purchase the Subject Property by exchange of the Exchange Property provided that the market value of the Exchange Property is equal to or greater than that of the Subject Property.

6.11.3. Purchase Price, Premises Rent, and Additional Payments. The purchase price with respect to any Land Exchange Option to acquire all or a portion of the Premises shall be the fee title conveyance of the Exchange Property free and clear of all monetary liens and encumbrances (other than special assessments not then due and payable), with Tenant bearing responsibility for all transaction costs, including the costs of any appraisals as described in Section 6.11.2, of publication or other compliance with A.R.S. § 9-407, and of escrow, including standard owner's title insurance in favor of the City of Surprise, plus all amounts due and owing under the Lease at Closing for: (a) the Premises Rent for the Subject Property, (b) any Additional Payments due with regard to the Subject Property, and (c) all other charges due and owing under the terms of this Lease as of Closing other than Premises Rent or Additional Payments with regard to the portions of the Premises not at issue in the Closing.

ARTICLE VII. ADMINISTRATIVE REVIEW AND DISPUTE RESOLUTION

7.1 APPOINTMENT OF REPRESENTATIVES. To further the cooperation of the Parties in implementing this Lease, Landlord and Tenant each shall designate and appoint a representative to act as a liaison between the City of Surprise and its various departments and Tenant. The initial representative for Landlord (the "Landlord Representative") shall be the Economic Development Director or his/her designee, and the initial representative for Tenant shall be its Chief Operations Officer or his/her designee, as identified by the Tenant from time to time (the "Tenant Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Lease and the development of the Premises.

7.2 EXPEDITED REVIEW. Landlord acknowledges and agrees that it is desirable for Tenant to proceed rapidly with the implementation of this Lease, and that, accordingly, so long as Tenant complies with any legally-required rules and customary administrative procedures related to such processes, Landlord agrees to promptly review and process the Tenant's development plans and that construction permits, occupancy permits, and other permits and approvals required by Landlord to develop the Premises will not be unreasonably delayed, withheld, or conditioned. Landlord further agrees, when requested by Tenant, to expedite approvals, inspections, and permitting processes (i) as much as possible within the limits of Landlord's then-existing staff, or (ii) by using third-party inspectors and/or third-party plan reviewers through Landlord's established process, with the cost of such inspections and plan reviews to be paid by Tenant. In the event Tenant gives notice to Landlord electing to have Landlord implement an expedited development review and/or construction inspection process, and Landlord responds in writing stating that it does not have the personnel or resources to provide the expedited review or inspection, then Tenant shall engage at its cost such private independent consultants and advisors as are approved by Landlord to assist it in the review and/or inspection process; provided, however, that such consultants and advisors shall take instruction from, be controlled by, and be responsible to Landlord rather than Tenant.

7.3 IMPASSE. If at any time Tenant reasonably believes an impasse has been reached with City of Surprise staff on any issue affecting the Premises or this Lease, Tenant shall have the right to immediately appeal to the City Manager, or his designee, in writing for an expedited decision pursuant to this Section 7.3. The City Manager shall give Tenant a final decision within 15 business days after Tenant's request for an expedited decision. If the issue on which an impasse has been reached is one

where a final decision requires action by the City Council, the City Manager, within 15 calendar days after Tenant's request, shall place the matter on the next available Council regular meeting agenda for consideration and decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission, the matter shall be first submitted to the Planning and Zoning Commission within 30 calendar days, and then to the City Council. Both Landlord and Tenant agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

7.4 MEDIATION. If a dispute arises out of or relates to development of the Premises or this Lease, or the breach thereof, and if the dispute cannot be settled through the impasse process set forth above, 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) 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.

ARTICLE VIII. EVENTS OF DEFAULT AND CURE

8.1. TENANT DEFAULT; LANDLORD REMEDIES.

8.1.1. Events of Default. Each of the following shall constitute a material default of this Lease by Tenant (an "Event of Default"):

(a) The failure of Tenant to pay any installment of Premises Rent, Additional Payment, or any other amount due from Tenant under this Lease, provided that Tenant does not cure such failure within ten (10) business days after delivery by Landlord of a written notice of such failure; or

(b) The failure of Tenant or Leasehold Mortgagee (to the extent applicable) to perform any of its other obligations under this Lease (including without limitation a failure with respect to a representation, warranty, or covenant of Section 3.1, Section 4.5, or Section 4.9) provided that Tenant does not cure such failure within thirty (30) calendar days after delivery by Landlord of a written notice of such failure; provided further, however, if a cure of the failure reasonably requires more than thirty (30) calendar days to complete, then the time to cure shall be reasonably 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; or

(c) The filing of any mechanic's, materialmen's, or other lien of any kind against the Premises because of any act or omission of Tenant which lien is not discharged, by bonding or otherwise, within thirty (30) calendar days of receipt of actual notice thereof by Tenant; or

(d) The taking of possession for a period of ninety (90) days or more of all or substantially all of the personal property used on or at the Premises belonging to Tenant by or pursuant to lawful authority of any legislative act, resolution, rule, order, or decree of any court or governmental board, agency, officer, receiver, trustee, or liquidator; or

(e) The voluntary abandonment by Tenant of its operations or a substantial portion of its operations at the Premises for a period of ninety (90) days or more; or

(f) The failure of Tenant to maintain all insurance coverage required by this Lease (and any cure must cover any lapsed or uncovered period of time); or

(g) There shall occur the dissolution of Tenant or Tenant shall file any petition or institute any proceeding under the United States Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), either as such Bankruptcy Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby Tenant asks or seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of Tenant's debts, or for any other similar relief, or any involuntary petition in bankruptcy is filed against Tenant and the same is not stayed or discharged within ninety (90) days from such filing or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against Tenant, or a receiver of the business or of the property or assets of Tenant shall be appointed by any court except one appointed at the instance or request of Landlord, or Tenant shall make a general assignment for the benefit of Tenant's creditors; or

(h) Any material breach (which breach is not cured within any cure period provided by the applicable government or accrediting authority) of (i) any regulation or requirement applicable to the University Campus with respect to any local, state, or federal law or (ii) any regulation or requirement of any accrediting organization which precludes or suspends the authority of Tenant to issue any of the degrees in the fields or subjects set forth in Section 3.1.8.

8.1.2. Landlord's Remedies. Upon the occurrence of an Event of Default under this Lease that is not cured within the time period allowed, Landlord may, without prejudice to any other rights and remedies available to a Landlord at law, or in equity, including without limitation an action for damages, specific performance, or injunctive relief, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

(a) Terminate this Lease and re-enter without notice and take possession of the Premises and take possession or remove any property therein; or

(b) Without terminating this Lease, re-enter without notice, terminate Tenant's right to possession of the Premises and take possession of the Premises and take possession or remove any property therein; or

(c) With or without such re-entry, recover possession of the Premises and demand Premises Rent in the manner prescribed by any statute; or

(d) With or without terminating this Lease, re-let the Premises or any portion thereof; or

(e) Require Tenant's continued performance of any Facilities Use Agreements, but Landlord may suspend any payments to Tenant provided for in any Facilities Use Agreements and/or offset Landlord's damages or expenses against such payments, including without

limitation by requiring disgorgements from Tenant of payments previously made pursuant to the Facilities Use Agreements.

8.1.3. No Repayment Obligation for Tenant's Costs for Tenant Improvements. Under no circumstance shall Landlord have any obligation to pay or reimburse Tenant for the cost of any improvements made with respect to the Premises or the operation of the University Campus.

8.1.4. No Implied Termination. Landlord shall not be deemed to have terminated this Lease unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant hereby waives all claims based on Landlord's reentering and taking possession of the Premises or removing and storing the property of Tenant and shall save Landlord harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Landlord.

8.1.5. Landlord's Costs to Re-Lease. Landlord is authorized to make such repairs, refurbishments, or improvements to the Premises and other improvements thereon, as may be reasonably necessary for the purpose of attempting to re-let the Premises, and the reasonable costs and expenses incurred for such repairs, redecorating, refurbishments, and improvements shall be paid by Tenant to Landlord within ten (10) business days after receipt of Landlord's statement therefor.

8.1.6. Landlord's Damages Relating to Premises Rent. Landlord shall be required to use best efforts to mitigate its damages. Landlord shall be entitled to recover from Tenant all damages reasonably incurred by Landlord by reason of the Event of Default, which shall include, without limitation, (i) all amounts due and owing as of the termination; (ii) the equivalent of the amount of the Premises Rent and all other payments which would be payable under this Lease by Tenant for the remainder of the Term if this Lease were still in effect less the amount of such loss that Tenant proves could be reasonably avoided through releasing the Premises; Tenant shall make such payment within thirty (30) calendar days of termination of this Lease, and (iii) Landlord's reasonable expenses in connection with any repossession or re-letting including but not limited to repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys' fees, and legal expenses, which shall be paid within ten (10) days of invoice to Tenant for such costs.

8.1.7. Landlord May Perform Tenant's Obligations; Interest on Amounts Owed. In the Event of a Default not cured by Tenant within thirty (30) days of a written notice to Tenant pursuant to Section 8.1.1(b), Landlord may (but shall not be obligated to) cure such default (e.g., make payments or perform or comply with such obligations) and all amounts paid or expended by Landlord to cure such default shall become an additional obligation of Tenant to Landlord, which amounts Tenant agrees to pay within thirty (30) days of invoice to Tenant. If Tenant fails to pay any amount owing under this Lease on or before the due date, Tenant shall be responsible for interest on the unpaid amount at the rate of nine (9%) per annum from the due date until payment in full is made.

8.1.8. No Waiver by Landlord. There shall be no implied waivers. No express waiver by Landlord of any breach or default by Tenant in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Tenant in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in the waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or for any subsequent similar acts by Tenant.

8.1.9. Content of Default Notice. Any default notice tendered to Tenant hereunder shall be deemed to be sufficient if it is reasonably calculated to put Tenant on inquiry as to the nature and extent of such default.

8.1.10. Lender Rights. Subject to the provisions of this Section 8.1.10, Landlord agrees, simultaneously with the giving of each notice hereunder, to give a duplicate copy thereof to any Leasehold Mortgagee. Landlord shall only have the obligation to provide notice to a Leasehold Mortgagee (including under Section 4.9.7) after such Leasehold Mortgagee has provided written notice to Landlord that such lender is a Leasehold Mortgagee along with the address of such Leasehold Mortgagee (it being acknowledged that the initial Leasehold Mortgagee, if any, is identified in Section 4.16 hereof). Leasehold Mortgagee shall have the same cure period after the giving of notice as provided to Tenant, plus an additional thirty (30) days (provided that prior to the expiration of Tenant's cure period the Leasehold Mortgagee has provided Landlord with written notice of the Leasehold Mortgagee's intent to cure, followed by diligent efforts to cure), and Landlord shall not exercise any of its remedies under Section 8.1.2 prior to the expiration of such cure period. Landlord agrees to accept such performance on the part of Tenant's Leasehold Mortgagee as though the same had been done or performed by Tenant; provided, however, that Tenant's Leasehold Mortgagee shall not have any obligation to perform any obligations of Tenant or cure any Event of Default hereunder.

8.2. LANDLORD'S DEFAULT; TENANT REMEDIES.

8.2.1. Landlord Default. The following shall constitute a material default of this Lease by Landlord (a "Landlord Default"): The failure of Landlord to perform any of its obligations under this Lease within thirty (30) calendar days after delivery by Tenant 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 shall 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.

8.2.2. Content of Default Notice. Any default notice tendered to Landlord hereunder shall be deemed to be sufficient if it is reasonably calculated to put Landlord on inquiry as to the nature and extent of such default.

8.2.3. Tenant Remedies. Upon the occurrence of a Landlord Default under this Lease, Tenant 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 shall be construed and held to be cumulative and non-exclusive; provided, however, Tenant shall not seek, and hereby waives any right to, damages from Landlord 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. Tenant further agrees that its recourse for any damages shall be limited to collection from the Premises and not from any other assets of Landlord.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1. COMPLIANCE WITH LAWS AND GOVERNMENTAL CAPACITY. Tenant shall at all times comply with all federal, state, and local laws, ordinances, rules, and regulations which are applicable to its activities on the Premises (including but not limited to the Americans with Disabilities Act and the Surprise City Code). Any approvals Tenant is required to obtain from Landlord under this Lease are in addition to and separate from approvals Tenant must obtain from the City of Surprise in its

governmental capacity, including but not limited to applicable approvals required under the City of Surprise Building Code or Zoning Ordinance. Notwithstanding anything in this Lease to the contrary, this Lease does not affect the City of Surprise in its governmental capacity.

9.2. GOVERNING LAW, VENUE, AND JURISDICTION. The laws of the State of Arizona, including its conflicts of law provisions, shall govern the matters set forth in this Lease. Venue and jurisdiction for any action brought under this Lease shall only be brought in (and shall not be removed from) Superior Court, in Maricopa County, Arizona. In the event of any litigation or arbitration between Landlord and Tenant arising under this Lease, the successful party shall be entitled to recover its reasonable attorney's fees, expert witness fees, and other costs incurred in connection with such litigation or arbitration.

9.3. NO PERSONAL LIABILITY OF OFFICIALS OF LANDLORD OR TENANT. None of the covenants, stipulations, promises, agreements, and obligations of Landlord or Tenant contained herein shall be deemed to be covenants, stipulations, promises, agreements, or obligations of any official, officer, agent, or employee of Landlord or Tenant in his or her individual capacity, and no recourse shall be had for the payment for any claim based thereon or any claim hereunder against any official, officer, agent, or employee of Landlord or Tenant.

9.4. SEVERABILITY. If any provision of this Lease is declared void or unenforceable (or is construed as requiring Landlord 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 shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect; provided that this Lease shall 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 shall 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 Lease, as reformed.

9.5. SALES AND PROPERTY TAXES. Tenant shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license, or permit fee, or any other tax assessed as the result of its occupancy or use of the Premises, including any such tax assessable on Landlord. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Landlord, such tax shall also be paid by Tenant for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Premises or a portion thereof or to any of Tenant's operations or activities.

9.6. APPROVALS, CONSENTS, AND NOTICES. All approvals, consents, and notices called for in this Lease shall be in writing, signed by the appropriate Party, and may not be established solely by oral testimony.

9.7. FURTHER ACTS. Each of the Parties shall 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.

9.8. ENTIRE AGREEMENT, AMENDMENTS. In conjunction with the exhibits and the Facilities Use Agreements referred to herein, this Lease is the entire agreement between the Parties relating to the Premises, and this Lease shall completely and fully supersede all other prior understandings or agreements, both written and oral, between Landlord and Tenant relating to leasing the Premises.

Tenant acknowledges that any modification of or amendment to this Lease shall be contingent upon Landlord obtaining authorization from the City of Surprise's City Council. Any modification of or amendment to this Lease shall only be enforceable if it is in writing, signed by the Party to be bound and consented to by each Leasehold Mortgagee existing at the time of the amendment.

9.9. NOTICE OF A.R.S. § 38-511 CANCELLATION. This Agreement may be subject to cancellation pursuant to A.R.S. § 38- 511.

9.10. NO WAIVER. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

9.11. NON-WAIVER OF RIGHTS. No waiver or default by Landlord of any of the terms, conditions, covenants, or agreements hereof to be performed, kept, or observed by Tenant shall 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 Tenant, and Landlord shall not be restricted from later enforcing any of the terms and conditions of this Lease.

9.12. EQUAL EMPLOYMENT OPPORTUNITY. Tenant shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, color, religion, gender, sexual preference or orientation, national origin, age, or disability nor otherwise commit an unfair employment practice. Tenant will also take affirmative action to ensure that applicants are employed, and employees dealt with during employment, without regard to their race, color, religion, gender, sexual preference or orientation, national origin, age, or disability. Such action may include but is not limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. Tenant further agrees that this clause will be incorporated in all contracts or subcontracts entered into by Tenant with respect to the Premises, including without limitation contracts for the Tenant Improvements, or the operation of the University on the Premises.

9.13. DRUG FREE WORK PLACE. Tenant shall require a drug free workplace for all employees working at the Premises. Specifically, Tenant's employees who are working at the Premises shall be notified by the Tenant that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance on the Premises. Tenant shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties on the Premises.

9.14. E-VERIFY REQUIREMENTS. To the extent applicable under A.R.S. § 41-4401 and § 23-214, Tenant represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a breach of the Lease and may result in the termination of the Lease by Landlord. Landlord retains the legal right to randomly inspect the papers and records of any employee who works under this Lease or on the Premises to ensure compliance with the above-mentioned laws.

9.15. NO AGENCY CREATED. Nothing contained in this Lease shall create any partnership, joint venture, or agency relationship between the Parties.

9.16. INCORPORATION OF RECITALS. The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

9.17. HEADINGS. The descriptive headings of the paragraphs of this Lease are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Lease.

9.18. FAIR INTERPRETATION. The Parties have been represented by counsel in the negotiation and drafting of this Lease, and this Lease shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Lease.

9.19. TIME OF THE ESSENCE. Time is of the essence with respect to the obligations to be performed under this Lease.

9.20. SUCCESSORS. The terms, conditions, and covenants of this Lease shall, subject to the provisions limiting assignments, apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto.

9.21. NO THIRD PARTY BENEFICIARIES. This Lease is intended solely for the benefit of the Parties. Nothing set forth in this Lease, or in any presentation, report, or other document is intended to create, or shall create, any rights in any third parties. There shall be no third party beneficiaries to this Lease.

9.22. CONSTRUCTION. The terms and provisions of this Lease shall 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 Lease that ambiguous or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Lease or any earlier draft of the same.

9.23. COMPUTATION OF TIME. In computing any period of time under this Lease, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in the State of Arizona, in which event the period shall 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 Lease shall be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period provided herein.

9.24. SURVIVING PROVISIONS. All warranties, representations, and duties to indemnify, defend, and hold harmless shall survive the termination, cancellation, or expiration of this Lease. Additionally, all monetary obligations of Tenant to pay Landlord accruing prior to termination and all obligations to restore the Premises shall survive the termination or expiration of this Lease as well as any other section which reasonably should survive shall survive.

9.25. COUNTERPARTS. This Lease and any addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall 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 Lease, by transmitting a signed copy of the signature page hereof, by facsimile or email, to the other Party hereto.

9.26. MEMORANDUM OF LEASE. The Parties will, at any time and upon written request of either one, promptly execute duplicate originals of a mutually acceptable instrument, in recordable form, which will constitute a Memorandum of Lease setting forth only a description of the Premises, the term of this Lease, and any renewal options hereof. Any and all costs associated with the preparation and recordation of such Memorandum of Lease shall be the responsibility of the Party so requesting.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

LANDLORD:
THE CITY OF SURPRISE, ARIZONA
By:

Name: Sharon Wolcott
Title: Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this ____ day of _____, 2018, by Bob Wingenroth, who identified himself as acting in his capacity as the City Manager of the City of Surprise, Arizona.

Notary Public

TENANT:
OTTAWA UNIVERSITY,
A KANSAS NOT-FOR-PROFIT CORPORATION
By:

Name:
Title:

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this ____ day of _____, 2018, by _____, who identified himself as acting in his capacity as _____ of Ottawa University, a Kansas not-for-profit corporation.

Notary Public

EXHIBIT A-1

EXHIBIT "A-1"

DESCRIPTION

INITIAL SITE

A parcel of land situated in the south half 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, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North 89°09'02" West 2636.03 feet;

Thence along the north-south midsection line of said Section 4 North 00°12'57" East 1382.37 feet;

Thence North 89°05'13" West 88.01 feet to the POINT OF BEGINNING;

Thence along the north line of Tierra Buena Lane North 89°05'13" West 1249.98 feet;

Thence departing said north line North 01°15'30" East 130.15 feet;

Thence North 00°00'08" West 61.84 feet to the beginning of a curve, concave westerly, having a radius of 34.00 feet;

Thence northerly along the arc of said curve through a central angle of 39°15'37" a distance of 23.30 feet;

Thence North 00°47'16" East 341.49 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North 04°28'24" West 30.03 feet;

Thence northeasterly and northerly along the arc of said curve through a central angle of 97°45'16" a distance of 51.24 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North 13°38'48" West 7.00 feet;

Thence northeasterly and northerly along the arc of said curve through a central angle of 76°25'33" a distance of 9.34 feet;

DESCRIPTION continued on page 2 of 3

DESCRIPTION (continued from page 1 of 3)

Thence North 00°04'21" West 70.14 feet;

Thence North 43°42'51" East 30.34 feet;

Thence South 82°20'35" East 11.50 feet;

Thence South 89°06'24" East 38.68 feet;

Thence North 65°56'55" East 10.00 feet;

Thence South 89°30'01" East 16.02 feet;

Thence South 00°46'04" West 276.88 feet;

Thence South 89°07'22" East 266.87 feet;

Thence North 45° 52'38" East 111.00 feet;

Thence South 89°07'22" East 273.00 feet;

Thence South 44°07'22" East 111.00 feet;

Thence South 89°07'22" East 395.17 feet;

Thence North 00°56'47" East 10.99 feet;

Thence South 89°03'14" East 123.17 feet;

Thence North 00°57'10" East 4.63 feet;

Thence South 89°04'52" East 40.03 feet to the beginning of a non-radial curve, concave northwesterly, the center of which lies North 12°42'42" West 180.36 feet;

Thence northeasterly along the arc of said curve through a central angle of 50°36'17" a distance of 159.30 feet;

Thence South 63°18'59" East 38.64 feet to a point on a non-tangent curve, concave northwesterly, the center of which lies North 63°18'59" West 219.00 feet;

DESCRIPTION continued on page 3 of 3

DESCRIPTION (continued from page 2 of 3)

Thence southwesterly along the arc of said curve through a central angle of 57°28'25" a distance of 219.68 feet to the beginning of a compound curve, concave southeasterly having a radius of 87.50 feet;

Thence southwesterly along the arc of said curve through a central angle of 83°56'30" a distance of 128.19 feet;

Thence South 00°12'57" West 270.10 feet;

Thence South 45°34'25" West 46.38 feet to the POINT OF BEGINNING.

Containing 13.9297 acres, more or less.

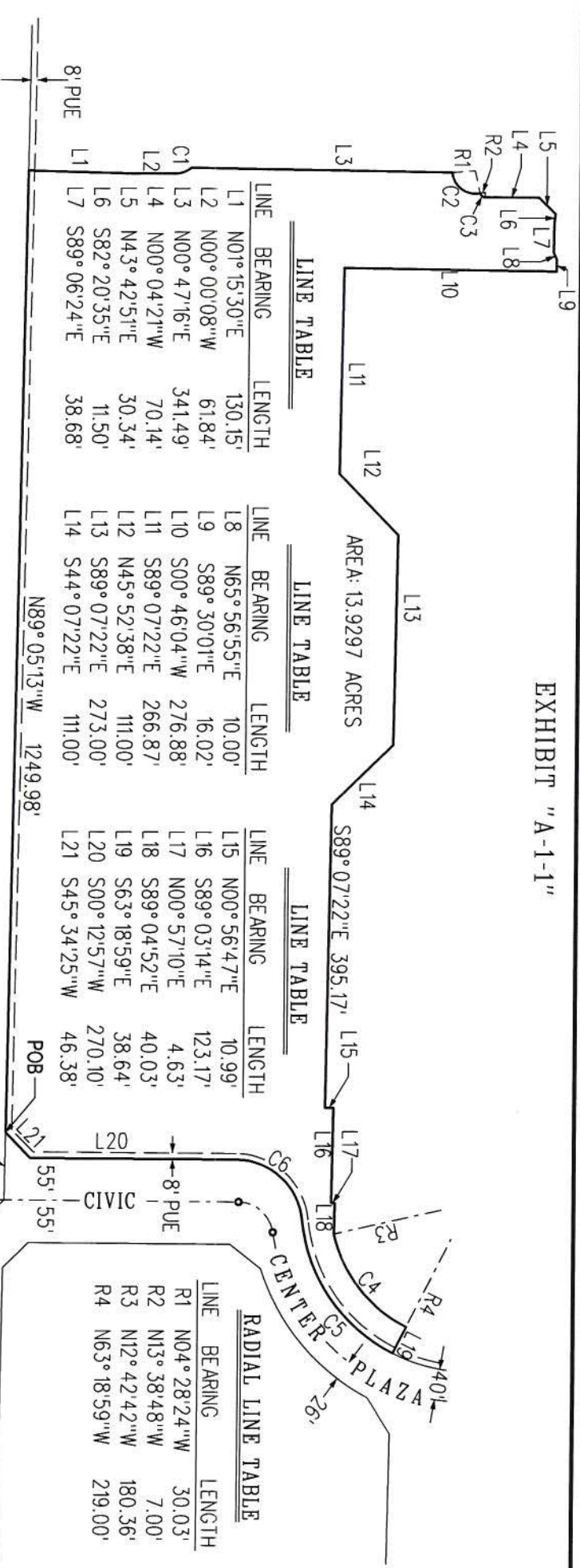
Attached is Exhibit "A-1-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-1-1"



LINE TABLE

LINE	BEARING	LENGTH
L1	N01°15'30"E	130.15'
L2	N00°00'08"W	61.84'
L3	N00°47'16"E	341.49'
L4	N00°04'21"W	70.14'
L5	N43°42'51"E	30.34'
L6	S82°20'35"E	11.50'
L7	S89°06'24"E	38.68'

LINE TABLE

LINE	BEARING	LENGTH
L8	N65°56'55"E	10.00'
L9	S89°30'01"E	16.02'
L10	S00°46'04"W	276.88'
L11	S89°07'22"E	266.87'
L12	N45°52'38"E	111.00'
L13	S89°07'22"E	273.00'
L14	S44°07'22"E	111.00'

LINE TABLE

LINE	BEARING	LENGTH
L15	N00°56'47"E	10.99'
L16	S89°03'14"E	123.17'
L17	N00°57'10"E	4.63'
L18	S89°04'52"E	40.03'
L19	S63°18'59"E	38.64'
L20	S00°12'57"W	270.10'
L21	S45°34'25"W	46.38'

RADIAL LINE TABLE

LINE	BEARING	LENGTH
R1	N04°28'24"W	30.03'
R2	N13°38'48"W	7.00'
R3	N12°42'42"W	180.36'
R4	N63°18'59"W	219.00'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1		39°15'37"	34.00'
C2		97°45'16"	30.03'
C3		76°25'33"	7.00'
C4		50°36'17"	180.36'
C5		57°28'25"	219.00'
C6		83°56'30"	87.50'

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- COS CITY OF SURPRISE
- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HANDHOLE
- PUE PUBLIC UTILITY EASEMENT
- SUBJECT PROPERTY



EXPIRES 09/30/20

INITIAL SITE



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

PROJECT # 15030 DRAWN BY RCD DATE 01-22-18 SHEET 1 OF 1

BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89°09'02"W

GREENWAY ROAD
N89°09'02"W 2636.03'

SOUTH LINE SW 1/4 SECTION 4

POB
S1/4 COR
SEC 4
COS BCHH

N. CIVIC CENTER DRIVE
N00°12'57" E 1382.37'

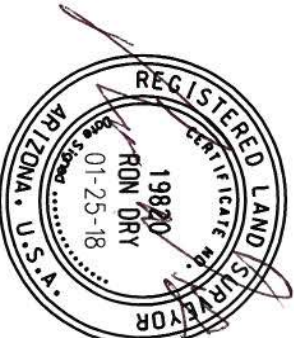
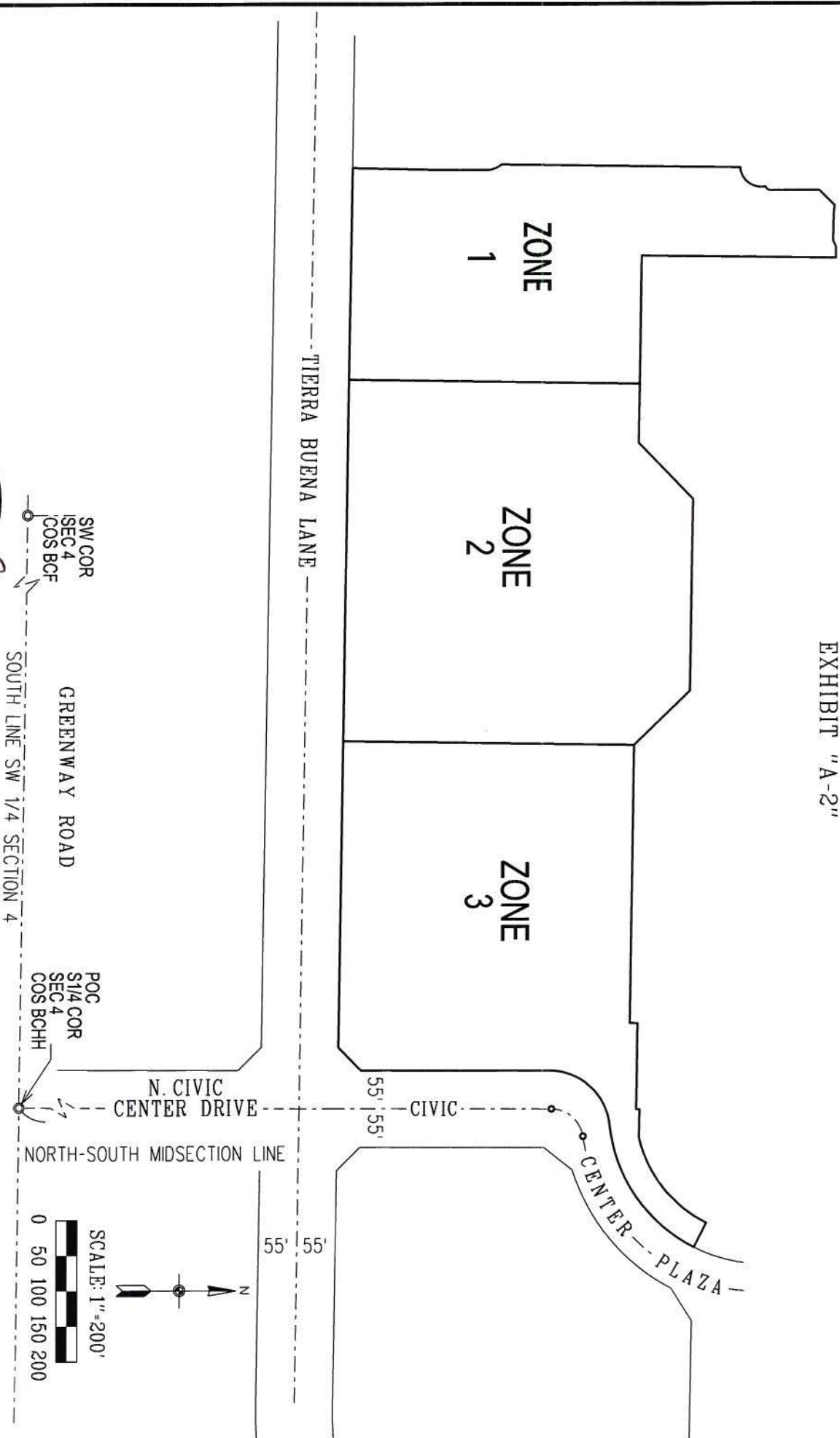
NORTH-SOUTH MIDSECTION LINE

SCALE: 1"=200'

0 50 100 150 200

EXHIBIT A-2

EXHIBIT "A-2"



EXPIRES 09/30/20

CITY OF SURPRISE SURPRISE ARIZONA LAND SURVEY DEPARTMENT 16000 N. CIVIC CENTER PLAZA SURPRISE, AZ. 85374			
ZONES 1, 2, 3 OF INITIAL PARCEL			
PROJECT # 15030	DRAWN BY RCD	DATE 01-25-18	SHEET 1 OF 1

EXHIBIT A-2-1

EXHIBIT "A-2-1 ZONE 1 of INITIAL SITE"

DESCRIPTION

A parcel of land situated in the south half 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, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North $89^{\circ}09'02''$ West 2636.03 feet;

Thence along the north-south midsection line of said Section 4 North $00^{\circ}12'57''$ East 1382.37 feet;

Thence North $89^{\circ}05'13''$ West 1037.33 feet to the POINT OF BEGINNING;

Thence along the north line of Tierra Buena Lane North $89^{\circ}05'13''$ West 300.65 feet;

Thence departing said north line North $01^{\circ}15'30''$ East 130.15 feet;

Thence North $00^{\circ}00'08''$ West 61.84 feet to the beginning of a curve, concave westerly, having a radius of 34.00 feet;

Thence northerly along the arc of said curve through a central angle of $39^{\circ}15'37''$ a distance of 23.30 feet;

Thence North $00^{\circ}47'16''$ East 341.49 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North $04^{\circ}28'24''$ West 30.03 feet;

Thence northeasterly and northerly along the arc of said curve through a central angle of $97^{\circ}45'16''$ a distance of 51.24 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North $13^{\circ}38'48''$ West 7.00 feet;

Thence northeasterly and northerly along the arc of said curve through a central angle of $76^{\circ}25'33''$ a distance of 9.34 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION (continued from page 1 of 2)

Thence North 00°04'21" West 70.14 feet;

Thence North 43°42'51" East 30.34 feet;

Thence South 82°20'35" East 11.50 feet;

Thence South 89°06'24" East 38.68 feet;

Thence North 65°56'55" East 10.00 feet;

Thence South 89°30'01" East 16.02 feet;

Thence South 00°46'04" West 276.88 feet;

Thence South 89°07'22" East 182.65 feet;

Thence South 00°54'47" West 417.11 feet to the POINT OF BEGINNING.

Containing 3.6189 acres, more or less.

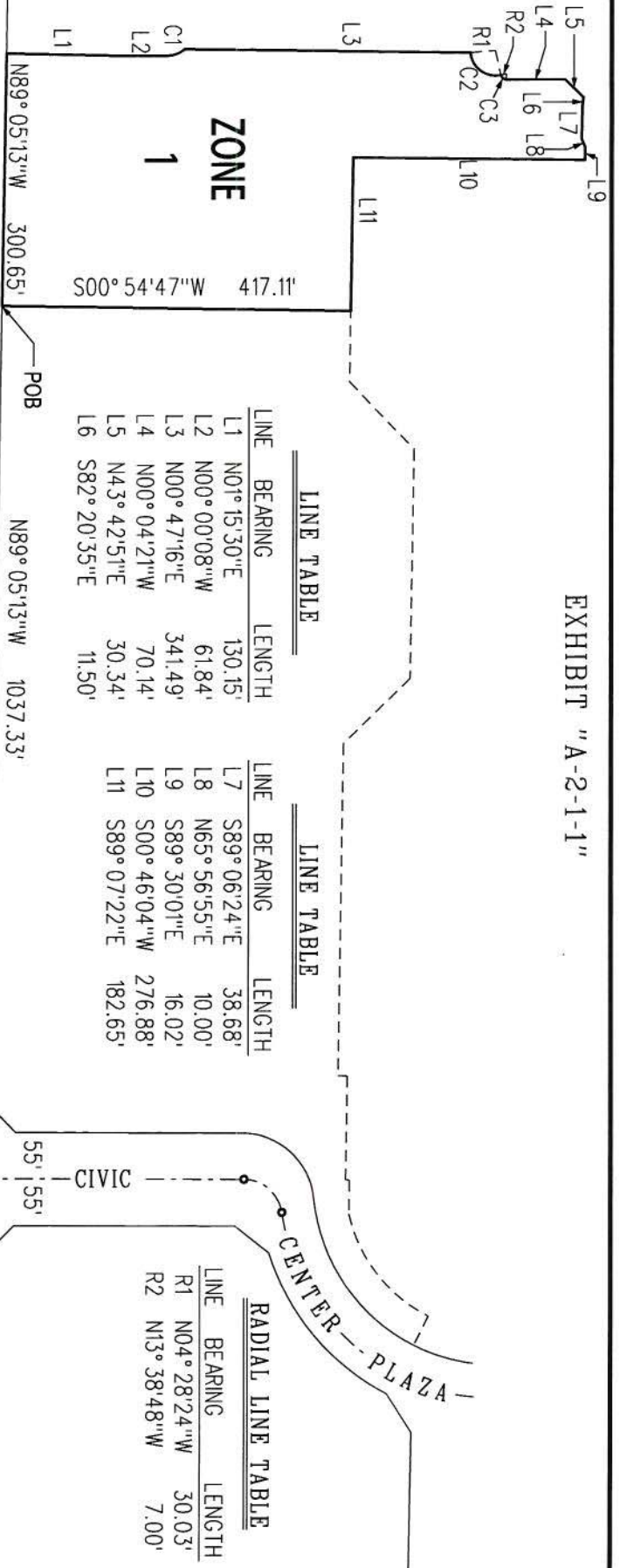
Attached is Exhibit "A-1-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-2-1-1"



LINE	BEARING	LENGTH
L1	N01°15'30"E	130.15'
L2	N00°00'08"W	61.84'
L3	N00°47'16"E	341.49'
L4	N00°04'21"W	70.14'
L5	N43°42'51"E	30.34'
L6	S82°20'35"E	11.50'

LINE	BEARING	LENGTH
L7	S89°06'24"E	38.68'
L8	N65°56'55"E	10.00'
L9	S89°30'01"E	16.02'
L10	S00°46'04"W	276.88'
L11	S89°07'22"E	182.65'

LINE	BEARING	LENGTH
R1	N04°28'24"W	30.03'
R2	N13°38'48"W	7.00'

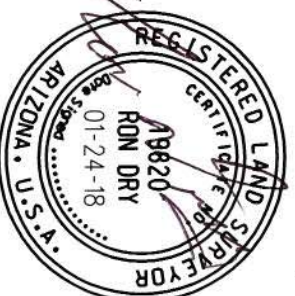
CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1		39°15'37"	34.00'
C2		97°45'16"	30.03'
C3		76°25'33"	7.00'

BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89°09'02"W

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- COS CITY OF SURPRISE
- BCF BRASS CAP FLUSH
- BCBH BRASS CAP IN HANDHOLE
- SUBJECT PROPERTY



SW COR
ISEC 4
COS BCF

GREENWAY ROAD
N89°09'02"W 2636.03'

POC
S1/4 COR
SEC 4
COS BCFH

N. CIVIC CENTER DRIVE
N00°12'57" E 1382.37'
NORTH-SOUTH MIDSECTION LINE



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ. 85374

ZONE 1 OF INITIAL PARCEL

EXPIRES 09/30/20

PROJECT # 15030 DRAWN BY RCD DATE 01-24-18 SHEET 1 OF 1

EXHIBIT A-2-2

EXHIBIT "A-2-2 ZONE 2 of INITIAL PARCEL"

DESCRIPTION

A parcel of land situated in the south half 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, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North 89°09'02" West 2636.03 feet;

Thence along the north-south midsection line of said Section 4 North 00°12'57" East 1382.37 feet;

Thence North 89°05'13" West 523.14 feet to the POINT OF BEGINNING;

Thence along the north line of Tierra Buena Lane North 89°05'13" West 514.19 feet;

Thence departing said north line North 00°54'47" East 417.11 feet;

Thence South 89°07'22" East 84.22 feet;

Thence North 45° 52'38" East 111.00 feet;

Thence South 89°07'22" East 273.00 feet;

Thence South 44°07'22" East 111.00 feet;

Thence South 89°07'22" East 395.17 feet;

Thence South 00°54'47" West 417.43 feet to the POINT OF BEGINNING.

Containing 5.5589 acres, more or less.

Attached is Exhibit "A-2-2-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-2-2-1"

TIERRA BUENA LANE

N00° 54' 47" E 417.11'

ZONE
2

N89° 05' 13" W 514.19'

S00° 54' 47" W 417.43'

POB N89° 05' 13" W 523.14'

(TIE LINE)

55' 55'

CIVIC

CENTER PLAZA

LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 07' 22" E	84.22'
L2	N45° 52' 38" E	111.00'
L3	S89° 07' 22" E	273.00'
L4	S44° 07' 22" E	111.00'

BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89° 09' 02" W

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- COS CITY OF SURPRISE
- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HANDHOLE
- SUBJECT PROPERTY



SW COR
SEC 4
COS BCF

GREENWAY ROAD
N89° 09' 02" W 2636.03'

POC
S1/4 COR
SEC 4
COS BCHH

N. CIVIC CENTER DRIVE
N00° 12' 57" E 1382.37'
NORTH-SOUTH MIDSECTION LINE

SCALE: 1"=200'
0 50 100 150 200



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ. 85374

ZONE 2 OF INITIAL PARCEL

PROJECT # 15030 DRAWN BY RCD DATE 01-24-18 SHEET 1 OF 1

EXPIRES 09/30/20

EXHIBIT A-2-3

EXHIBIT "A-2-3 ZONE 3 of INITIAL PARCEL"

DESCRIPTION

A parcel of land situated in the south half 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, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North $89^{\circ}09'02''$ West 2636.03 feet;

Thence along the north-south midsection line of said Section 4 North $00^{\circ}12'57''$ East 1382.37 feet;

Thence North $89^{\circ}05'13''$ West 88.01 feet to the POINT OF BEGINNING;

Thence along the north line of Tierra Buena Lane North $89^{\circ}05'13''$ West 435.14 feet;

Thence departing said north line North $00^{\circ}54'47''$ East 417.43 feet;

Thence South $89^{\circ}07'22''$ E 395.17 feet;

Thence North $00^{\circ}56'47''$ East 10.99 feet;

Thence South $89^{\circ}03'14''$ East 123.17 feet;

Thence North $00^{\circ}57'10''$ East 4.63 feet;

Thence South $89^{\circ}04'52''$ East 40.03 feet to the beginning of a non-radial curve, concave northwesterly, the center of which lies North $12^{\circ}42'42''$ West 180.36 feet;

Thence northeasterly along the arc of said curve through a central angle of $50^{\circ}36'17''$ a distance of 159.30 feet;

Thence South $63^{\circ}18'59''$ East 38.64 feet to a point on a non-tangent curve, concave northwesterly, the center of which lies North $63^{\circ}18'59''$ West 219.00 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION (continued from page 2 of 3)

Thence southwesterly along the arc of said curve through a central angle of $57^{\circ}28'25''$ a distance of 219.68 feet to the beginning of a compound curve, concave southeasterly having a radius of 87.50 feet;

Thence southwesterly along the arc of said curve through a central angle of $83^{\circ}56'30''$ a distance of 128.19 feet;

Thence South $00^{\circ}12'57''$ West 270.10 feet;

Thence South $45^{\circ}34'25''$ West 46.38 feet to the POINT OF BEGINNING.

Containing 4.7521 acres, more or less.

Attached is Exhibit "A-2-3-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-2-3-1"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°56'47"E	10.99'
L2	S89°03'14"E	123.17'
L3	N00°57'10"E	4.63'
L4	S89°04'52"E	40.03'
L5	S63°18'59"E	38.64'
L6	S00°12'57"W	270.10'
L7	S45°34'25"W	46.38'

N00°54'47"E 417.43'

S89°07'22"E 395.17'

N89°05'13"W 435.14'

L6

55' 55'

CIVIC

ZONE
3

RADIAL LINE TABLE		
LINE	BEARING	LENGTH
R1	N12°42'42"W	180.36'
R2	N63°18'59"W	219.00'

CENTER PLAZA

TIERRA BUENA LANE

N89°05'13"W 88.01'
(TIE LINE)

55' 55'

CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	50°36'17" 180.36'	159.30'
C2	57°28'25" 219.00'	219.68'
C3	83°56'30" 87.50'	128.19'

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- COS CITY OF SURPRISE
- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HANDHOLE
- SUBJECT PROPERTY

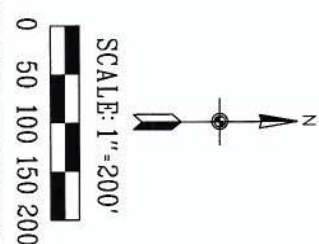


BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89°09'02"W

GREENWAY ROAD
N89°09'02"W 2636.03'
SOUTH LINE SW 1/4 SECTION 4

POC
S1/4 COR
SEC 4
COS BCFH

N. CIVIC CENTER DRIVE
N00°12'57" E 1382.37'
NORTH-SOUTH MIDSECTION LINE



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ. 85374

ZONE 3 OF INITIAL PARCEL

PROJECT # 15030

DRAWN BY RCD

DATE 01-22-18

SHEET 1 OF 1

EXPIRES 09/30/20

EXHIBIT A-3

EXHIBIT "A-3"

DESCRIPTION

NORTH PARCEL

A parcel of land situated in the south half 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, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North 89°09'02" West 2636.03 feet;

Thence along the north-south midsection line of said Section 4 North 00°12'57" East 1382.37 feet;

Thence North 89°05'13" West 926.75 feet;

Thence North 00°54'47" East 443.56 feet to the POINT OF BEGINNING;

Thence North 00°54'05" East 262.22 feet;

Thence South 89°19'39" East 332.18 feet;

Thence South 00°49'21" West 218.70 feet;

Thence North 44°07'22" West 10.46 feet;

Thence North 89°07'22" West 273.00 feet;

Thence South 45°52'38" West 73.69 feet to the POINT OF BEGINNING.

Containing 1.6393 acres, more or less.

Attached is Exhibit "A-3-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-3-1"

LINE	BEARING	LENGTH
L1	N00°54'05"E	262.22'
L2	S89°19'39"E	332.18'
L3	S00°49'21"W	218.70'
L4	N44°07'22"W	10.46'
L5	N89°07'22"W	273.00'
L6	S45°52'38"W	73.69'

LINE TABLE

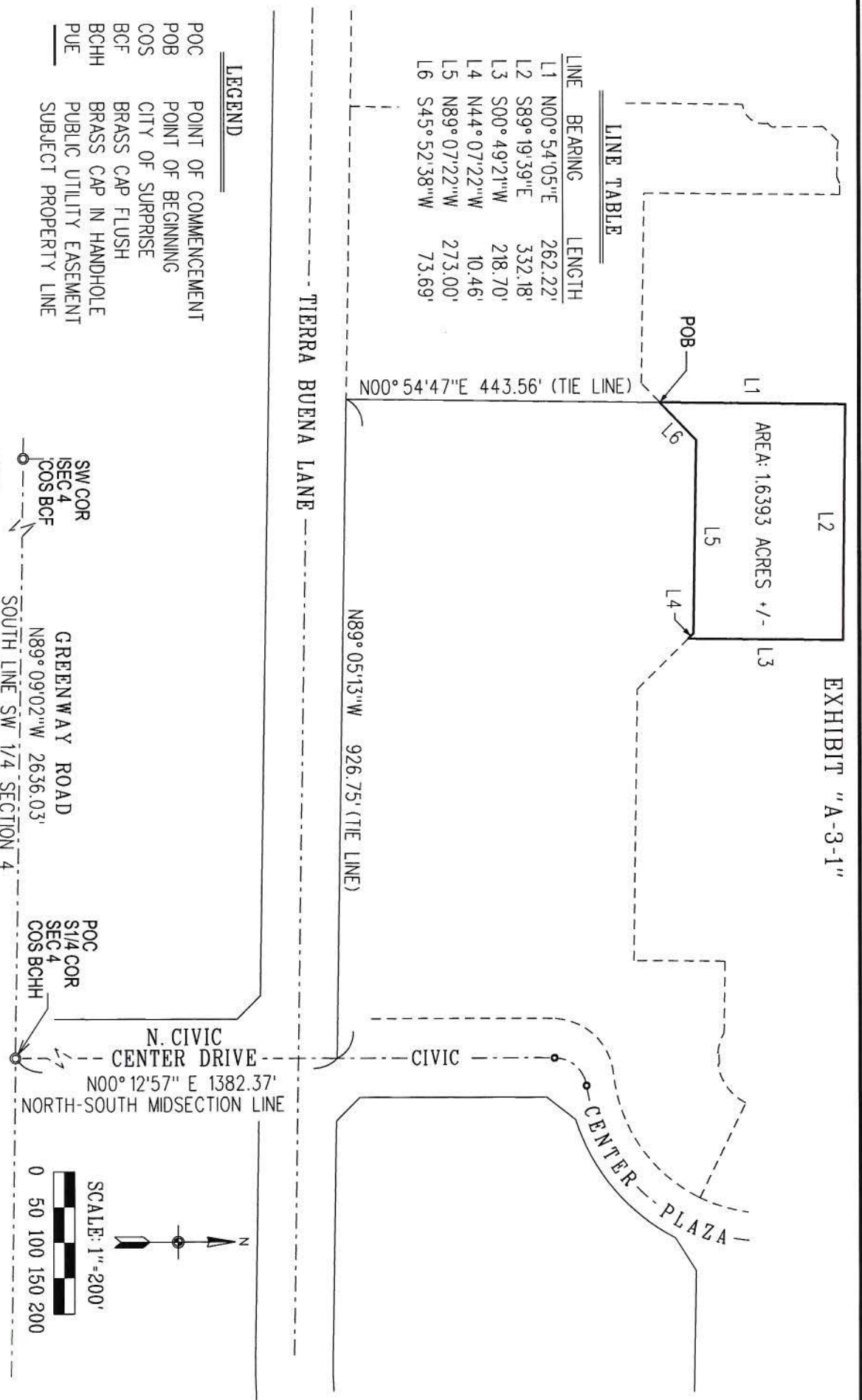
LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 COS CITY OF SURPRISE
 BCF BRASS CAP FLUSH
 BCHH BRASS CAP IN HANDHOLE
 PUE PUBLIC UTILITY EASEMENT
 SUBJECT PROPERTY LINE

BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89°09'02"W



EXPIRES 09/30/20



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT
 16000 N. CIVIC CENTER PLAZA
 SURPRISE AZ. 85374

NORTH PARCEL

PROJECT # 15030

DRAWN BY RCD

DATE 01-22-08

SHEET 1 OF 1

EXHIBIT A-4

EXHIBIT "A-4"

DESCRIPTION

RESERVED PARCEL

A portion of the southwest quarter 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 from which the southwest corner of said Section 4 lies North 89°09'02" West 2636.03 feet;

Thence along the North-South midsection line of said Section 4 being also the centerline of North Civic Center Drive North 00°12'57" East 115.01 feet;

Thence departing said midsection line North 89°09'02" West 55.00 feet to a point on the west right-of-way line of said North Civic Center Drive to the POINT OF BEGINNING;

Thence on a line parallel with and 115.00 feet north, measured at right angles, of the south line of the southwest quarter of said Section 4 North 89°09'02" West 752.96 feet;

Thence parallel to said North Civic Center Drive North 00°12'57" East 1158.25 feet to a point on the south right-of-way line of Tierra Buena Lane;

Thence along said south right-of-way line South 89°05'13" East 719.99 feet;

Thence continuing along said south right-of-way line South 44°26'09" East 46.92 feet to a point on said west right-of-way line of North Civic Center Drive;

Thence along said west right-of-way line South 00°12'57" West 1124.44 feet to the POINT OF BEGINNING.

Containing 871,207 square feet or 20.000 acres, more or less.

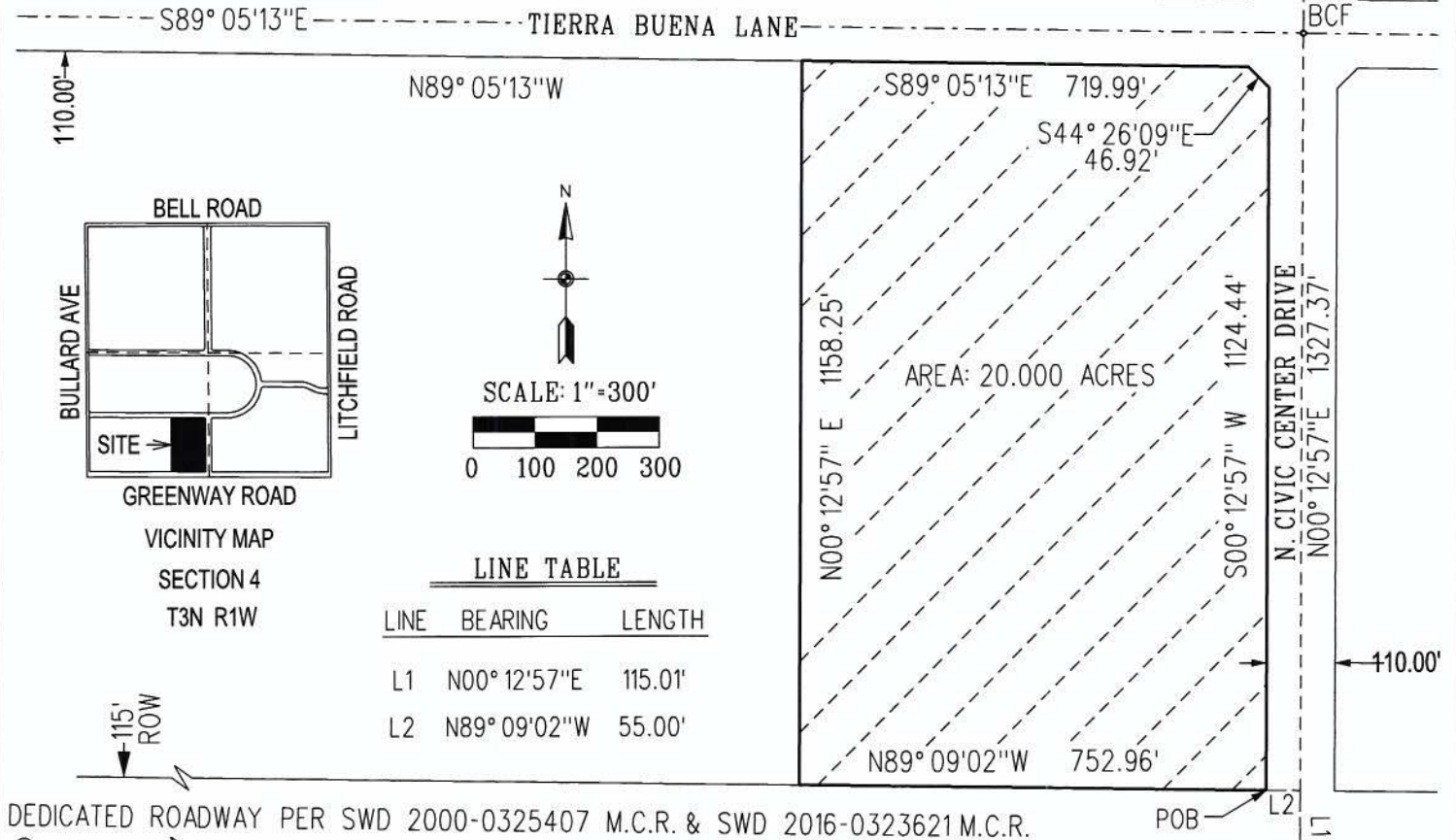
Attached is EXHIBIT "A-4-1" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2020

EXHIBIT "A-4-1"



DEDICATED ROADWAY PER SWD 2000-0325407 M.C.R. & SWD 2016-0323621 M.C.R.

SW COR
SEC 4
COS BCF

LEGEND

M.C.R. MARICOPA COUNTY RECORDER
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
COS CITY OF SURPRISE
BC BRASS CAPPED SURVEY MONUMENT
HH HANDHOLE
BCF BRASS CAP FLUSH WITH ROAD SURFACE



RESERVED PARCEL

SEC SECTION
○ SURVEY MONUMENT
- - - - SECTION LINE
- - - - MID-SECTION LINE
- - - - ROADWAY RIGHT OF WAY LINE
- - - - TIE LINE



EXPIRES 09/30/20

BEARING BASE: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4 AS SHOWN ON PAGE 30 OF 54 OF ORDINANCE NO. 01-12 OF THE CITY OF SURPRISE, ARIZONA AS RECORDED IN INSTRUMENT 2001-1090773, RECORDS OF MARICOPA COUNTY, CITED AS NORTH 89°09'02" WEST

RESERVED PARCEL



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 15030

DRAWN BY RCD

DATE 01-22-18

SHEET 1 OF 1

EXHIBIT A-5

EXHIBIT A-6

EXHIBIT "A-6"

LEGAL DESCRIPTION

COMMUNIVERSITY SITE

A parcel of land situated in the south half 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, marked with a 3" City of Surprise brass cap in a handhole from which the north quarter corner of said Section 4, marked with a 3" Maricopa County Highway Department brass cap in a hand hole, lies North $00^{\circ}12'57''$ East 5414.76 feet;

Thence along the north-south midsection line of said Section 4, North $00^{\circ}12'57''$ East 1811.15 feet to the POINT OF BEGINNING;

Thence departing said midsection line North $89^{\circ}03'13''$ West 122.57 feet;

Thence North $00^{\circ}56'47''$ East 101.25 feet;

Thence South $89^{\circ}03'13''$ East 118.42 feet to the beginning of a non-tangent curve, concave to the northwest, the center of which lies North $02^{\circ}31'00''$ East 79.94 feet;

Thence northeasterly along the arc of said curve through a central angle of $56^{\circ}44'26''$ 79.17 feet;

Thence South $60^{\circ}21'41''$ East 11.35 feet;

Thence North $28^{\circ}22'44''$ East 3.73 feet;

Thence South $68^{\circ}35'29''$ East 90.91 feet to the beginning of a non-tangent curve, concave to the northwest, the center of which lies North $63^{\circ}18'59''$ West 180.36 feet;

Thence southwesterly along the arc of said curve through a central angle of $50^{\circ}36'17''$ 159.29 feet;

Thence North $89^{\circ}04'52''$ West 40.03 feet;

Thence South $00^{\circ}57'10''$ West 4.63 feet;

Thence North $89^{\circ}03'14''$ West 0.60 feet to the POINT OF BEGINNING.

Containing 0.6042 acres, more or less.

Attached is EXHIBIT "A-6-1" and by this reference is made a part hereof.

End of description



EXPIRES 09/30/20

EXHIBIT "A-6-1"

BELL RD.
N 1/4 COR
SECTION 4
MCHD BCHH

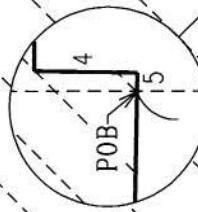
RADIAL
N02° 31'00"E

S89° 03'14"E 118.42'

N00° 56'47"E 101.25'

N89° 03'14"W 122.57'

POB



DETAIL

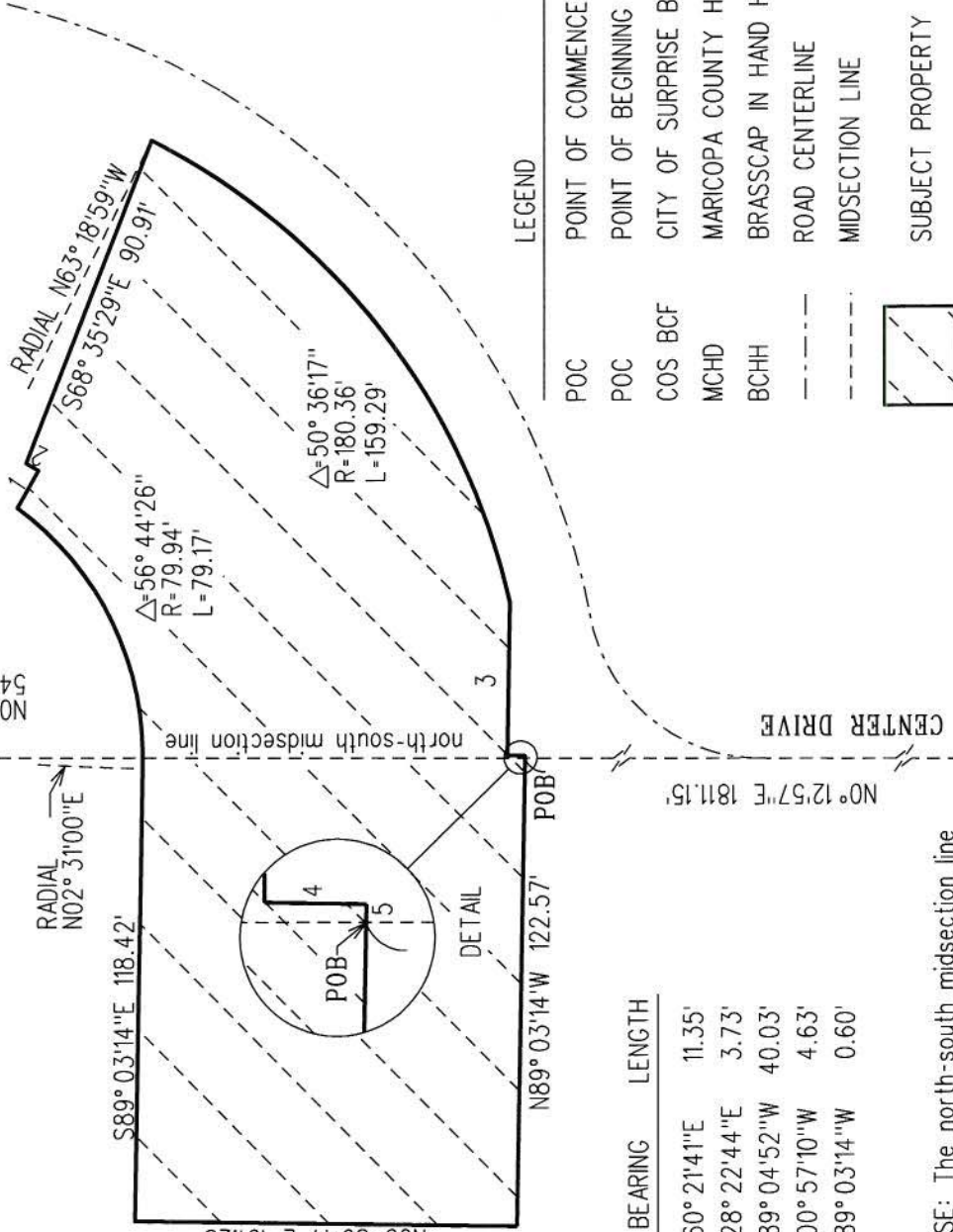
north-south midsection line

N, CIVIC CENTER DRIVE

---TIERRA BUENA LANE--- COS BCF

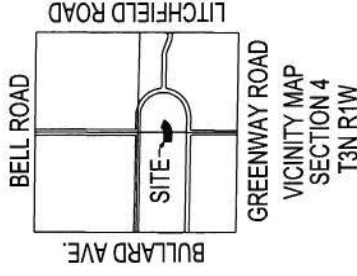
S 1/4 COR
SECTION 4
COS BCF

---GREENWAY RD.--- POC

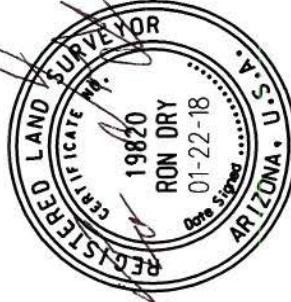


LEGEND

POC	POINT OF COMMENCEMENT
POC	POINT OF BEGINNING
COS BCF	CITY OF SURPRISE BRASS CAP FLUSH
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT
BCHH	BRASSCAP IN HAND HOLE
---	ROAD CENTERLINE
---	MIDSECTION LINE
	SUBJECT PROPERTY



SCALE: 1"=50'



EXPIRES 09/30/20

CITY OF SURPRISE

LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374



COMMUNIVERSITY SITE

PROJECT #08014

DRAWN BY RCD

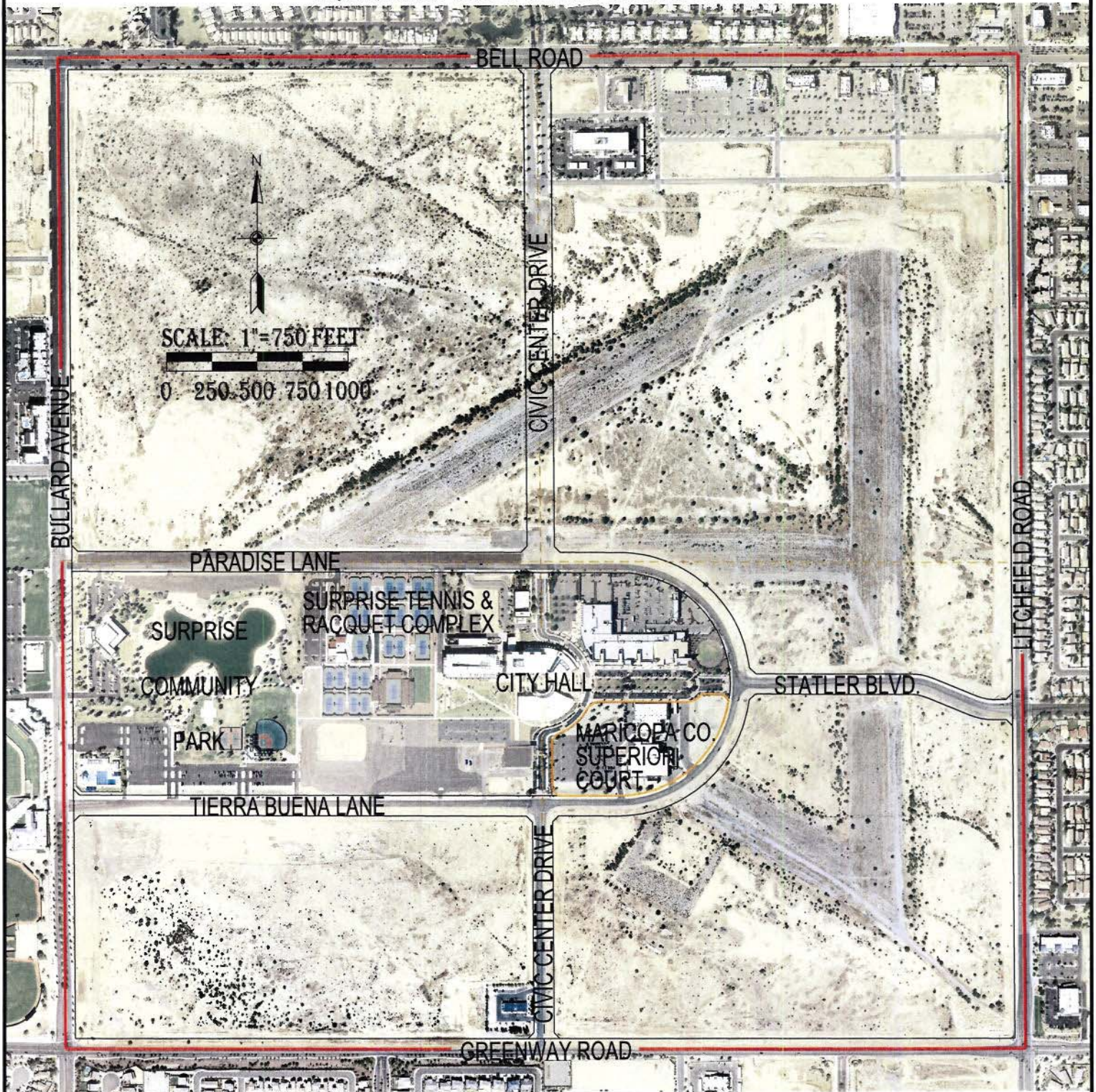
DATE 01-22-18

SHEET 1 OF 1

BEARING BASE: The north-south midsection line of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773 Records of Maricopa County, Arizona, cited as N 00° 12'57" E

EXHIBIT A-7

**EXHIBIT A-7
SQUARE MILE CIVIC CENTER DEVELOPMENT AREA**



**SECTION 4,
TOWNSHIP 3 NORTH, RANGE 1 WEST**



**CITY OF SURPRISE
LAND SURVEY DEPARTMENT**

PROJECT # 15030

DRAWN BY RCD

DATE 01-22-2018

SHEET 1 OF 1

EXHIBIT B

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

ADRIAN FONTES

20180074894,01/30/2018 03:30

DECRSTR-7-1-1--,N

ELECTRONIC RECORDING

When recorded, return to:

City of Surprise
Real Estate Department
16000 N. Civic Center Plaza
Surprise, Arizona 85374

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (the "Declaration") is made by CITY OF SURPRISE, an Arizona municipal corporation, ("Declarant"), as present owner of, and to establish the nature of use and enjoyment of, the real property in Maricopa County, Arizona which is more particularly described in Exhibit A attached here to (the "Property"). Declarant also is the owner of other real property within the municipal limits of the City of Surprise, including without limitation real property adjacent or proximate to the Property. Declarant declares the Property to be subject to the following express covenants, stipulations, and restrictions, all of which are to be construed as restrictive covenants running with and burdening the title to the Property, binding upon all owners and owners' heirs, successors and assigns, and inuring to the benefit of Declarant:

1. The Property shall be used solely as follows:

- not for profit, public municipal purposes that are directly related to the governance, operation, maintenance, or administration of the City of Surprise; or
- as an accredited residential campus of higher education that consistently offers college classes and programs throughout the typical academic year for students enrolled in a four-year university degree program for undergraduate degrees, including for any related college administrative uses, college recruiting, intercollegiate athletics, graduate degree programs, or similar higher-education-related uses

2. The Property shall not be used for any of the following uses:

- any use not within those described in Paragraph 1

The covenants and restriction set forth in Paragraph 1 and Paragraph 2 hereof shall run with the land and shall bind all owners or lessees accepting any deed or lease of any portion of the Property and their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Declarant, and not be transferred from Declarant by virtue of any conveyance of any portion or interest in the Property and, so long as Declarant owns any interest in any real property within the municipal limits of the City of Surprise, only this Declarant may execute and record any amendment to this Declaration. This Declaration may be enforced only by Declarant and may only be amended or released by Declarant. A request for amendment or release of this Declaration may be submitted by

the owner of any equitable and/or legal title or interest in any portion of the Property, and such amendment or release as to all or part of the Property may be granted or withheld, in whole or in part, upon such terms or conditions as determined by Declarant in its sole discretion.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the 29th day of January, 2018.

DECLARANT:

City of Surprise, an Arizona municipal corporation

By: [Signature]
Name: BOB WINGENROTH
Title: CITY MANAGER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of JANUARY 2018, by BOB WINGENROTH the CITY MANAGER of City of Surprise, an Arizona municipal corporation, and he/she in such capacity being authorized so to do, executed the foregoing instrument for the purposes contained therein, on behalf of the City of Surprise.

[Signature]
NOTARY PUBLIC

My Commission Expires:

11/29/21



EXHIBIT "A"

DESCRIPTION

INITIAL SITE

A parcel of land situated in the south half 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, marked with a City of Surprise brass cap monument in a hand hole from which the southwest corner of said Section 4, marked with a City of Surprise brass cap flush, lies North 89°09'02" West 2636.03 feet;

Thence along the north-south midsection line of said Section 4 North 00°12'57" East 1382.37 feet;

Thence North 89°05'13" West 88.01 feet to the POINT OF BEGINNING;

Thence along the north line of Tierra Buena Lane North 89°05'13" West 1249.98 feet;

Thence departing said north line North 01°15'30" East 130.15 feet;

Thence North 00°00'08" West 61.84 feet to the beginning of a curve, concave westerly, having a radius of 34.00 feet;

Thence northerly along the arc of said curve through a central angle of 39°15'37" a distance of 23.30 feet;

Thence North 00°47'16" East 341.49 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North 04°28'24" West 30.03 feet;

Thence northeasterly and northerly along the arc of said curve through a central angle of 97°45'16" a distance of 51.24 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North 13°38'48" West 7.00 feet;

Thence northeasterly and northerly along the arc of said curve through a central angle of 76°25'33" a distance of 9.34 feet;

Thence North 00°04'21" West 70.14 feet;

Thence North 43°42'51" East 30.34 feet;

DESCRIPTION (continued on page 2 of 3)

DESCRIPTION (continued from page 1 of 3)

Thence South 82°20'35" East 11.50 feet;

Thence South 89°06'24" East 38.68 feet;

Thence North 65°56'55" East 10.00 feet;

Thence South 89°30'01" East 16.02 feet;

Thence South 00°46'04" West 276.88 feet;

Thence South 89°07'22" East 266.87 feet;

Thence North 45° 52'38" East 37.31 feet;

Thence North 00°54'05" East 262.22 feet;

Thence South 89°19'39" East 332.18 feet;

Thence South 00°49'21" West 218.70 feet;

Thence South 44°07'22" East 100.54 feet;

Thence South 89°07'22" East 382.00 feet;

Thence North 00°49'55" East 128.81 feet;

Thence South 89°08'22" East 99.95 feet to the beginning of a non-tangent curve, concave northeasterly, the center of which lies North 29°45'48" East 70.71 feet;

Thence southeasterly along the arc of said curve through a central angle of 24°37'40" a distance of 30.40 feet;

Thence North 02°51'14" West 1.45 feet;

Thence North 87°27'46" East 15.48 feet;

Thence South 07°33'32" East 1.81 feet to the beginning of a non-tangent curve, concave northwesterly, the center of which lies North 07°33'32" West 70.71 feet;

Thence northeasterly along the arc of said curve through a central angle of 56°27'51" a distance of 69.69 feet;

DESCRIPTION (continued on page 3 of 3)

DESCRIPTION (continued from page 2 of 3)

Thence South 64°01'23" East 148.29 feet to the beginning of a non-tangent curve, concave northwesterly, the center of which lies North 64°01'23" West 219.00 feet;

Thence southwesterly along the arc of said curve through a central angle of 58°10'49" a distance of 222.38 feet to the beginning of a reverse curve, concave southeasterly having a radius of 87.50 feet being also labeled Pt. "A" for purposes of this description;

Thence southwesterly along the arc of said curve through a central angle of 83°56'30" a distance of 128.19 feet;

Thence South 00°12'57" West 270.10 feet;

Thence South 45°34'25" West 46.38 feet to the POINT OF BEGINNING.

Containing 16.2885 acres, more or less.

TOGETHER WITH an easement for a monument sign described as follows:

COMMENCING at the aforementioned Pt. "A" being a point of reverse curvature the center of which lies South 05°50'33" East 87.50 feet;

Thence southwesterly along the arc of said curve through a central angle of 26°24'14" a distance of 40.32 feet to the POINT OF BEGINNING;

Thence South 32°14'47" East 7.61 feet;

Thence South 59°56'10" West 14.66 feet;

Thence North 42°33'48" West 5.73 feet to a point on a non-tangent curve, concave southeasterly, the center of which lies South 42°33'48" East 87.50 feet;

Thence northeasterly along the arc of said curve through a central angle of 10°19'01" a distance of 15.76 feet to the POINT OF BEGINNING;

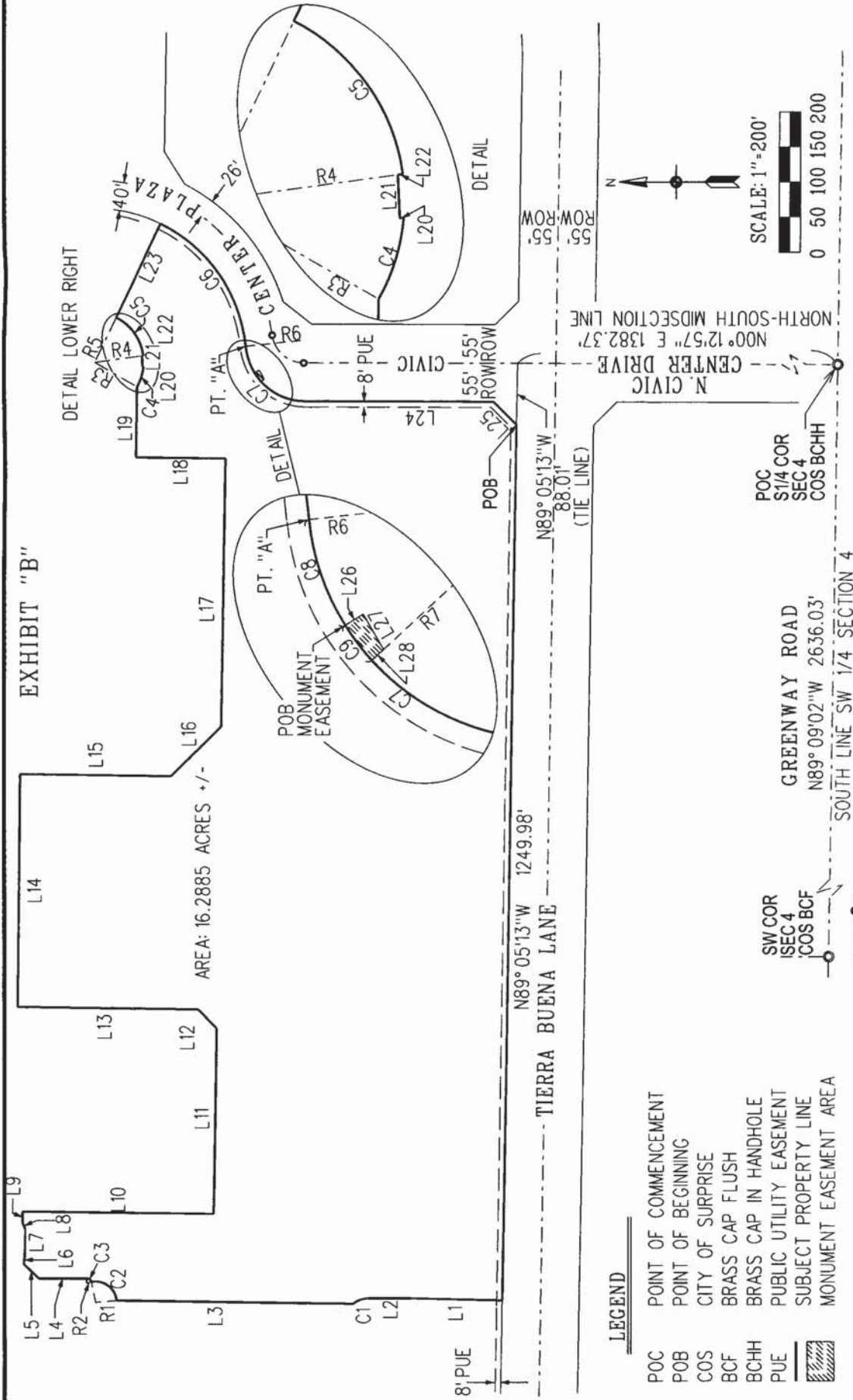
Attached is Exhibit "B" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2017

EXHIBIT "B"



BEARING BASE: The south line of the southwest quarter of Section 4, T3N, R1W according to the City of Surprise Ordinance No. 01-12 as recorded in Instrument 2001-1090773, Records of Maricopa County, cited as N89°09'02\"W

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

INITIAL SITE

EXPIRES 09/30/17

PROJECT # 15030

DRAWN BY RCD

DATE 08-28-17

SHEET 1 OF 2

LINE & CURVE TABLES

LINE TABLE

LINE	BEARING	LENGTH
L1	N01°15'30"E	130.15'
L2	N00°00'08"W	61.84'
L3	N00°47'16"E	341.49'
L4	N00°04'21"W	70.14'
L5	N43°42'51"E	30.34'
L6	S82°20'35"E	11.50'
L7	S89°06'24"E	38.68'
L8	N65°56'55"E	10.00'
L9	S89°30'01"E	16.02'
L10	S00°46'04"W	276.88'
L11	S89°07'22"E	266.87'
L12	N45°52'38"E	37.31'
L13	N00°54'05"E	262.22'
L14	S89°19'39"E	332.18'

LINE TABLE

LINE	BEARING	LENGTH
L15	S00°49'21"W	218.70'
L16	S44°07'22"E	100.54'
L17	S89°07'22"E	382.00'
L18	N00°49'55"E	128.81'
L19	S89°08'22"E	99.95'
L20	N02°51'14"W	1.45'
L21	N87°27'46"E	15.48'
L22	S07°33'32"E	1.81'
L23	S64°01'23"E	148.29'
L24	S00°12'57"W	270.10'
L25	S45°34'25"W	46.38'
L26	S32°14'47"E	7.61'
L27	S59°56'10"W	14.66'
L28	N42°33'48"W	5.73'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	39°15'37"	34.00'	23.30'
C2	97°45'16"	30.03'	51.24'
C3	76°25'33"	7.00'	9.34'
C4	24°37'40"	70.71'	30.40'
C5	56°27'51"	70.71'	69.69'
C6	58°10'49"	219.00'	222.38'
C7	83°56'30"	87.50'	128.19'
C8	26°24'14"	87.50'	40.32'
C9	10°19'01"	87.50'	15.76'

RADIAL LINE TABLE

LINE	BEARING	LENGTH
R1	N04°28'24"W	30.03'
R2	N13°38'48"W	7.00'
R3	N29°45'48"E	70.71'
R4	N07°33'32"W	70.71'
R5	N64°01'23"W	219.00'
R6	S05°50'33"E	87.50'
R7	S42°33'48"E	87.50'



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

SURPRISE
ARIZONA

INITIAL SITE

EXPIRES 09/30/17

PROJECT # 15030

DRAWN BY RCD

DATE 08-28-17

SHEET 2 OF 2

EXHIBIT C

EXHIBIT C

Premises Rent Calculation Example

This example accompanies Section 4.4.6 of the Lease and is solely to illustrate how the calculation of Premises Rent might be made for the Base Rent and Release Component portions (each underlined where initially calculated) using hypothetical acreage and annual adjustment amounts over a period years, with further assumptions as to when any parcels might be added to the Premises. The acreage amounts used for this example were designated for illustrative purposes only and may not correspond with the actual amounts on the parcel exhibits. For convenience, the annual adjustment has assumed a CPI increase of exactly 1.0% every year, which may not be treated as accurate for purposes of the actual calculation during the term of the Lease. Thus, for this example, the 2017 Base Rent PAA of \$7,145.69 has been multiplied by 1.01 for each succeeding year; the 2017 Release PAA of \$31,264.46 has been annually multiplied by 1.01 to use as the Release PAA for any subsequent year in which a parcel is added to the Premises; and once a Release Component is established for a parcel for years before 2027, it is annually increased by multiplying by 1.01.

Year	Base Rent	Release Component	Total
2017 - Assume Commencement Date of 09/01/2017 (Year 1) – Assume Initial Parcel = 12.70 acres (rounded up for Release Component) – there are 11 years from 2017 to 2027, inclusive	$\$7,145.69/A * 12.70A =$ <u>$\\$90,750.26$</u>	$\$31,264.46/A * 13A =$ $\$406,437.98$ $\$406,437.98 \div 11 =$ <u>$\\$36,948.91$</u> (annual installment until 2027)	$\$90,750.26 + \$36,948.91$ $= \$127,699.17$ paid in 2017 for Initial Parcel Premises Rent
2018 – Year 2	CPI adjustment $\$7,217.15/A * 12.7A =$ <u>$\\$91,657.81$</u>	CPI adjustment = <u>$\\$37,318.39$</u>	$\$128,976.20$ as Premises Rent
2019 – Year 3 – Assume Communiversity Parcel = 0.44 acres (rounded up for Release Component) and is added 10/01/2019 – there are 9 years from 2019 to 2027, inclusive	CPI adjustment $\$7,289.32/A * 12.70A =$ <u>$\\$92,574.36$</u> for Initial Parcel $\$7,289.32/A * 0.44A =$ $\$3,207.30$ (annual amount) <u>$\\$2,940.03$</u> pro rata 11 months for Communiversity Parcel	CPI adjustment <u>$\\$37,691.57$</u> is Release Component for Initial Parcel $\$31,892.87 /A * 1A =$ $\$31,892.87$ $\$31,892.87 \div 9 =$ <u>$\\$3,543.65$</u> is annual Release Component installment for Communiversity Parcel	$\$92,574.36 + \$2,940.03 +$ $\$37,691.57 + \$3,543.65 =$ $\$136,749.61$ paid in 2019 for Premises Rent for Initial Parcel and Communiversity Parcel
2020 – Year 4	CPI adjustment $\$7,362.21/A * 12.7A =$ <u>$\\$93,500.07$</u> for Initial Parcel $\$7,362.21/A * 0.44A =$ <u>$\\$3,239.37$</u> for Communiversity Parcel	CPI adjustment = <u>$\\$38,068.49$</u> (for Initial Parcel) + <u>$\\$3,579.09$</u> (for Communiversity Parcel)	$\$93,500.07 + \$3,239.37 +$ $\$38,068.49 + \$3,579.09 =$ $\$138,387.02$ paid in Premises Rent
2021 – Year 5	CPI adjustment	CPI adjustment =	$\$94,435.04 + \$3,271.77 +$

	$\$7,435.83/A * 12.7A =$ <u>\$94,435.04</u> $\$7,435.83/A * 0.44A =$ <u>\$3,271.77</u>	<u>\$38,449.18 + \$3,614.88</u>	$\$38,449.18 + \$3,614.88 =$ \$139,770.86 paid in Premises Rent
2022 – Year 6	CPI adjustment $\$7,510.19/A * 12.7A =$ <u>\$95,379.41</u> $\$7,510.19A * 0.44A =$ <u>\$3,304.48</u>	CPI adjustment = <u>\$38,833.67 + \$3,651.03</u>	$\$95,379.41 + \$3,304.48 +$ $\$38,833.67 + \$3,651.03 =$ \$141,168.60 Premises Rent
2023 – Year 7	CPI adjustment $\$7,585.29/A * 12.7A =$ <u>\$96,333.18</u> $\$7,585.29/A * 0.44A =$ <u>\$3,337.53</u>	CPI adjustment = <u>\$39,222.00 + \$3,687.54</u>	$\$96,333.18 + \$3,337.53 +$ $\$39,222.00 + \$3,687.54 =$ \$142,580.26
2024 – Year 8	CPI adjustment $\$7,661.14/A * 12.7A =$ <u>\$97,296.48</u> $\$7,661.14/A * 0.44A =$ <u>\$3,370.97</u>	CPI adjustment <u>\$39,614.23 + \$3,724.42</u>	$\$97,296.48 + \$3,370.97 +$ $\$39,614.23 + \$3,724.42 =$ \$144,006.03
2025 – Year 9	CPI adjustment $\$7,737.75/A * 12.7A =$ <u>\$98,269.43</u> $\$7,737.75/A * 0.44A =$ <u>\$3,404.61</u>	CPI adjustment <u>\$40,010.37 + \$3,761.66</u>	$\$98,269.43 + \$3,404.61 +$ $\$40,010.47 + \$3,761.66 =$ \$145,446.07
2026 – Year 10	CPI adjustment $\$7,815.13/A * 12.7A =$ <u>\$99,252.15</u> $\$7,815.13/A * 0.44A =$ <u>\$3,438.66</u>	CPI adjustment <u>\$40,410.46 + \$3,799.28</u>	$\$99,252.15 + \$3,438.66 +$ $\$40,410.46 + \$3,799.28 =$ \$146,900.55
2027 – Year 11	CPI adjustment $\$7,893.28 * 12.7A =$ <u>\$100,244.65</u> $\$7,893.28 * 0.44A =$ <u>\$3,473.04</u>	CPI adjustment <u>\$40,814.58 + \$3,837.27</u> last payment of Release Component for Initial Parcel and Communiversity Parcel	$\$100,244.65 + \$3,473.04 +$ $\$40,814.58 + \$3,837.27 =$ \$148,369.53
2028 – Assume a 5.13 acre parcel (rounded up for Release Component) from the Reserved Parcel is made a part of the Premises 11/01/2028 (Year 12) – this is after payoff date for Release Component	CPI adjustment $\$7,972.21/A * 12.7A =$ <u>\$101,247.06</u> $\$7,972.21/A * 0.44A =$ <u>\$3,507.77</u> $\$7,972.21/A * 5.13A =$ \$40,897.44 (annual	Payment of the Release Component has been completed for the Initial Parcel and the Communiversity Parcel The entire Release Component is immediately due for the	$\$101,247.06 + \$3,507.77 +$ $\$34,081.20 + \$209,284.56$ = \$348,120.59 paid during 2028 for Premises Rent for Initial Parcel, Communiversity Parcel, and added portion of Reserved Parcel

	amount) <u>\$34,081.20</u> pro rata 10 months for part of Reserved Parcel added	added 5.13 acre parcel: $\$34,880.76/A * 6A =$ <u>\$209,284.56</u>	
2029 – Year 13	CPI adjustment $\$8,051.93/A * 12.7A =$ <u>\$102,259.51</u> $\$8,051.93/A * 0.44A =$ <u>\$3,542.85</u> $\$8,051.93/A * 5.13A =$ <u>\$41,306.40</u>	N/A (until and unless another parcel added)	$\$102,259.51 + \$3,542.85 +$ $\$41,306.40 = \$147,108.76$ Premises Rent for 2029
2030 – continue as above	continue as above	continue as above	continue as above



SURPRISE
ARIZONA

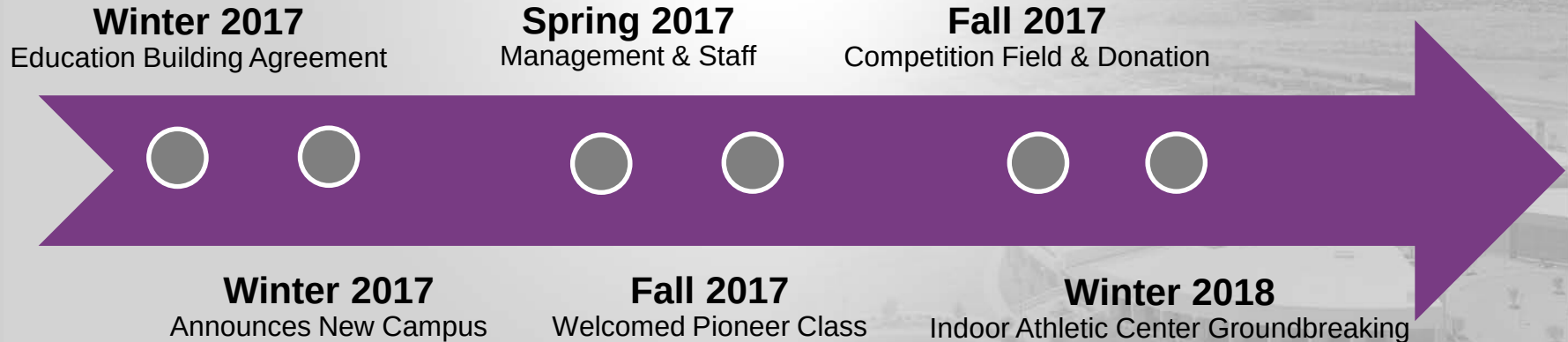
Ottawa University City Land Lease

Sports & Tourism
March 20, 2018

BACKGROUND: HIGHER EDUCATION INITIATIVE

- **City Council Strategic Plan:**
 - Facilitation of University Campus Development
 - University Engagement, Site Options, Shared Facilities

Ottawa University Arizona Timeline:



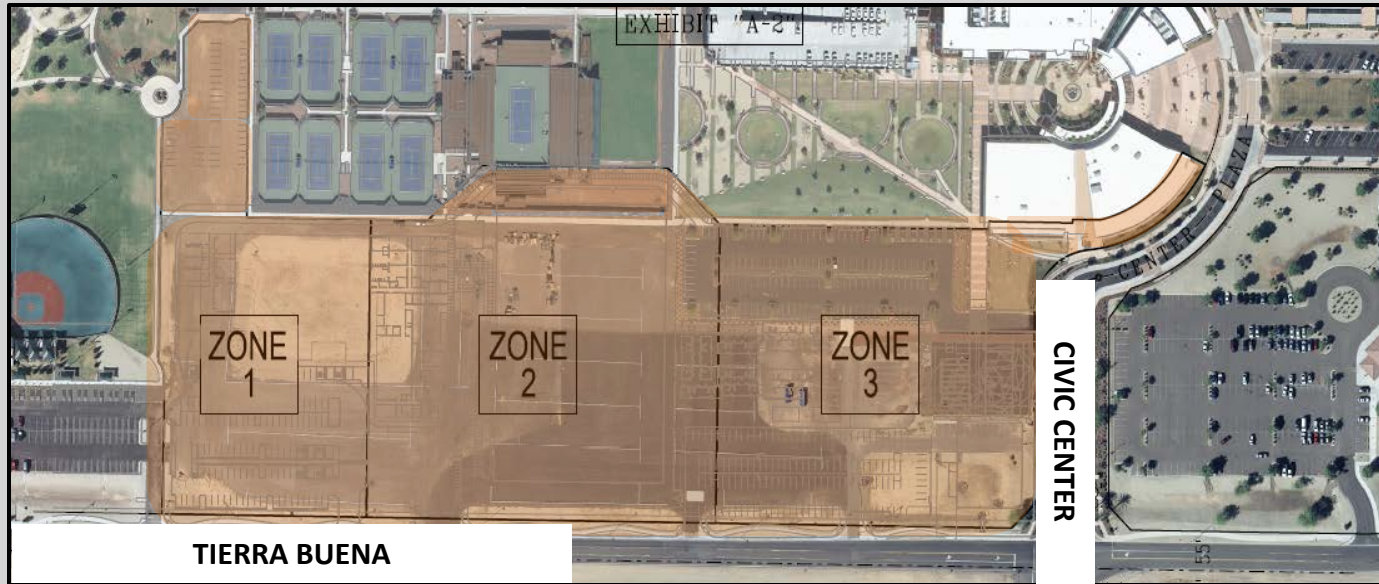


OUAZ
HAS RECEIVED
A VERY SPECIAL GIFT
this holiday season

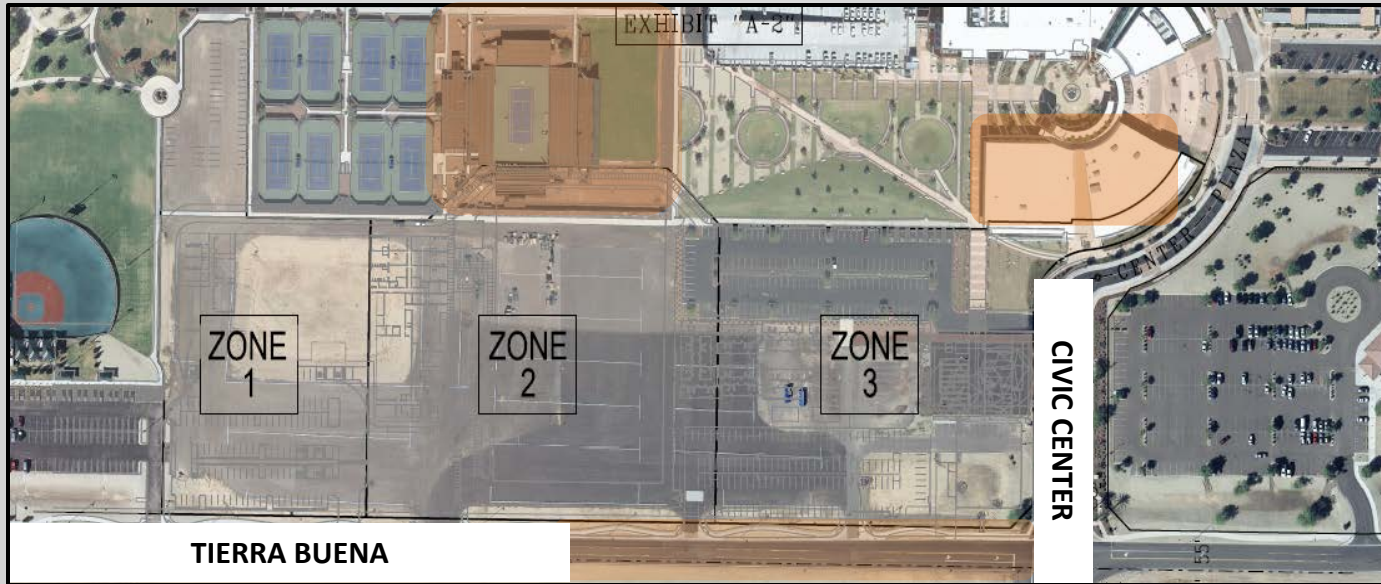
O'DELL CENTER FOR ATHLETICS

Life Trustee Jim (57) and Jeanne O'Dell (56) have decided to donate \$6 million to fund the O'Dell Center for Athletics at our new campus in Surprise, AZ.





- 14 Acres with 65 Year Lease at Market Rate Rent
- City Deed Release Credits with Annual Installment Payback
- Indoor Activity Center, Competition Field, Student Housing



- Lease Option for 2 Acre, 1 Acre, 20 Acre Parcels
- Market Rate Rent, Deed Release Credit Payback
- Student Enrollment, Building Plan, City Collaboration

Phase 1

Phase 2

Indoor Activity Center

Competition Field

OUAZ Academic Building

**Athletic Facility &
Pressbox**

Student Housing



Hospitality Opportunities

Fall/Winter
Programs

Spring
Programs

Family
Visits



Baseball Basketball (M/W) Cheerleading (co-ed) Dance Cross Country (M/W) Football Golf (M/W)
Soccer (M/W) Softball Tennis (M/W) Track & Field (M/W) Volleyball (M/W)





SURPRISE

ARIZONA

Thank You



SPORTS AND TOURISM

Date: March 20, 2018

To: Mayor and City Council

From: Kendra Pettis, Director
Mike Hoover, Community Partnership Liaison

Re: City Land Lease – Ottawa University

Summary

A proposed land lease between the city of Surprise and Ottawa University on 14 acres of city land generally located at the northwest corner of Civic Center Drive and Tierra Buena Lane for a term of 65 years at market rate rent with an option to lease additional adjacent city land for university campus development. The land lease requires the development of certain university facilities (housing, competition field, indoor activity center), undergraduate degree offerings, continuous accreditation by the Higher Learning Commission and acceptance of its athletic program into an interscholastic athletics affiliation.

Background

The City Council Strategic Plan identifies the facilitation of a university campus development as a key initiative. City Council, management and staff have worked since 2011 identifying university partner candidates, university land needs and shared facility opportunities. Ottawa University announced in February of 2017 its intent to build a residential university campus in Surprise. Ottawa University welcomed its first fall class in August of 2017 with 434 students. In October of 2017 Ottawa completed construction of its competition field and announced in December a \$6 million donation to aid in the construction of a new indoor athletic center. In February of 2018 the City Council voted to accept 20 acres of land from Surprise Center Development Company identified for civic and education use.

Location

The subject property is generally located at the northwest corner of Civic Center Drive and Tierra Buena Lane or south of Surprise City Hall and the Surprise Tennis & Racquet Center.

Term

14 Acre Land Lease Profile:

- 65 years at market rate rent, starting at ~\$100,000 annually
- Additional payment of ~\$31,000/acre to city for city's use of deed restriction credits
- Development requirement of housing, indoor athletic center and competition field
- Purchase option starting in Year 5, Election or Land Exchange

2 Acre Land Option

- Market rate rent and additional payment for use of deed restriction credits
- Student enrollment requirement of 1,000 with 40,000 square foot building
- Two year notification period to city prior to exercising the option

20 Acre Land Option

- Market rate rent and additional payment for use of deed restriction credits
- City review and concurrence of proposed development plan
- Six month notification period to city prior to exercising the option

1 Acre Land Option

- Market rate rent and additional payment for use of deed restriction credits
- Purchase of existing education building on site
- Notification to the city prior to purchase of the building

Financial & Budget Impact

The agreement has an annual rent of approximately \$100,000 to the city for 14 acres of city land with an annual escalator to account for inflation. Each acre of land available through the lease option will have the same per acre rent and annual inflation. The property may be purchased or exchanged with other land in the future. The city will use credits it has to release deed restrictions on the property for university development. The per-acre value of the credits is approximately \$31,000. The university will pay the city the full value of the per-acre credits in annual installments completing in 2027. The lease option provides for the use of additional city credits and payback.

Attachments

City - Ottawa Land Lease (Agreement)

City - Ottawa Land Lease (PowerPoint)



CITY OF SURPRISE
Regular City Council Meeting

March 20, 2018 @ 6:00:00 PM

+ [Back](#) [Print](#)

Council Meeting Date: March 20, 2018

Contact Person: Lindsey Duncan, Finance Director

Submitting Department:

District: 1

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Presentation and discussion pertaining to the FY2018 Financial Status Report through December 2017.

Motion:

Discussion only, there is no action.

Background:

This update will review the financial activity through the month of December 2017.

Objective Analysis:

The comparison of the actual financial activity to the plan laid out in the budget helps the City to determine the current financial position. This will allow for better short and long term financial planning as the current fiscal year is underway and the planning for the next budget begins.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

The attached presentation provides an update of the year to date revenue and expenditures for the general fund.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance to-date.

FTE Impact:

This item does not change the full time equivalent position count.

ATTACHMENTS:

Click to download

- ☐ [FY18 Grant Report through 12-2017](#)
 - ☐ [Sales and Use Tax Report through December 2017](#)
 - ☐ [FY2018 Financial Status Update through Dec 2017](#)
-

FY 18 Grant Expenditure Detail
for July 1, 2017 through December 31, 2017

Dept	Project	Project Title	Expended
City Attorney	G13040	FY 17 Prosecutor's Office VOCA	8,900
City Attorney	G13060	FFY 17 Prosecutor's Office VOCA 2	4,900
City Attorney	G13080	FY 18 VRP	0
SPD	G31110	DEA Task Force FY 17	3,400
SPD	G31120	Police Department VOCA FY 17	19,800
SPD	G31140	FY 17 GOHS DUI Task Force	0
SPD	G31150	FY 17 GOHS Know Your Limit	9,700
SPD	G31180	FFY 16 CBRNE Sustainment 160823-01	37,600
SPD	G31210	Police Department UASI Reall 150822-02	200
SPD	G31300	FY 17 GOHS STEP OT	10,000
SPD	G31310	FY18 GOHS STEP Enforcement	1,300
SPD	G31350	FFY18 GOHS DUI Abatement	11,800
FMD	G34090	FFY 16 Fire CBRNE Sustain 160822-01	9,100
FMD	G34100	SAFER Grant EMY-2015-FH-00791	216,200
FMD	G34190	FFY 18 AZDOHS CBRNE Sustainment	7,000
FMD	G34220	Good Neighbor Grant	0
FMD	G34230	Gila River Indian Community Grant	5,900
CD	G42010	FY 17 SRTS Studies - Parkview & Ashton	5,000
CD	G42020	FY 17 SRTS Studies - Marley & Rancho	23,100
CD	G42040	FY 17 SRTS Walking/Biking Maps	38,500
CD	G42050	DOD - 2 AME-UP	160,800
CD	G42060	PIP Grant for Grant 42010	2,800
CD	G42070	PIP Grant for Grant G42020	2,800
CD	G42080	PIP Grant for Grant G42030	2,900
HSCV	G51170	FY 14-15 CDBG St Improv	1,700
HSCV	G51220	FY 16 CDBG Public Service	45,700
HSCV	G51230	FY 16 CDBG AZTC Improvements	8,200
HSCV	G51240	FY 2016 HOME	63,800
HSCV	G51260	2013 CDBG Emergency Repair	20,100
HSCV	G51290	2015 CDBG Utility Feasibility Study	38,300
HSCV	G51300	2012 HOME Funds	0
HSCV	G51320	FY 14-15 HOME	23,000
HSCV	G51330	2015 HOME	50,000
HSCV	G51400	2017 CDBG Administration	51,700
HSCV	G51410	2017 CDBG Admin - advertising	2,600
HSCV	G51480	TO Stabilizing Families in Need	20,000
HSCV	G51500	FY 18 AAA - Meals	21,700
HSCV	G51510	FY 18 AAA - Senior Center	7,100
HSCV	G51520	FY 18 CAP	40,000

Total Expended

\$975,600.00



Sales and Use Tax
Fiscal Year to Date as of December 2017

General Fund	2016 Actual	2017 Actual	2018 Actual	Actual 2018 to 2017 \$ Variance	% Variance	2018 Budget	Actual to Budget 2018 \$ Variance	% Variance
Retail	6,640,417	7,720,999	8,196,692	475,693	6%	7,651,450	545,242	7%
Vehicles	2,598,704	3,120,081	3,765,656	645,575	21%	3,309,426	456,229	14%
Communications/Utilities	3,080,766	2,671,441	2,773,896	102,455	4%	2,647,368	126,528	5%
Contracting	1,250,000	1,250,000	1,250,000	0	0%	1,250,000	0	0%
Restaurant/Bar	2,759,104	3,161,167	3,504,367	343,200	11%	3,132,681	371,687	12%
Real Estate/Rental & Leasing	2,101,562	2,135,748	2,426,787	291,039	14%	2,116,545	310,242	15%
Arts/Entertainment	340,799	235,403	224,636	(10,767)	-5%	233,279	(8,643)	-4%
Hotel/Motel	227,162	221,985	243,245	21,260	10%	219,989	23,256	11%
Transient Lodging	56,242	59,431	64,326	4,895	8%	57,209	7,117	12%
Auditing	31,013	2,250	700	(1,550)	-69%	0	700	0%
Use Tax	438,898	421,972	555,306	133,334	32%	418,153	137,154	33%
Other Tax Activity	579,832	188,186	113,802	(74,384)	-40%	186,524	(72,722)	-39%
Total General Fund	20,104,498	21,188,663	23,119,413	1,930,751	9%	21,222,623	1,896,791	9%
Percentage of change from prior period		5%	9%					
Transportation Improvement Fund (1.5% tax rate)	1,769,143	1,574,495	1,560,807	(13,688)	-1%	1,063,151	497,656	47%
Percentage of change from prior period		-11%	-1%					
General Capital Fund (2.2% tax rate)	1,344,744	1,059,259	1,039,184	(20,075)	-2%	579,873	459,311	79%
Percentage of change from prior period		-21%	-2%					
Tourism Fund - Bed Tax (3.52% tax rate)	127,854	209,197	226,428	17,231	8%	201,376	25,052	12%
Percentage of change from prior period		64%	8%					
Total All Funds	23,346,239	24,031,614	25,945,833	1,914,219	8%	23,067,023	2,878,809	12%

FY2017 amounts for General Fund categories, excluding contracting and transient lodging, were updated to include ADOR's implementation of location based and business code reporting.

General Fund

Retail (2.2% tax rate) - tax collections from large and small retail stores, discount department stores, warehouse clubs, and supercenters.

Vehicles (2.2% tax rate) - tax collections from vehicle sales.

Communication/Utilities (2.2% tax rate) - tax collections from businesses that provide telecommunications (landlines and cellular), electricity, gas, and water services.

Contracting (2.2% of the 3.7% contracting tax rate is dedicated to the General Fund) - tax collections from businesses engaging in contracting activity, (e.g., landscaping, painting, flooring installation, siding, roofing, concrete, plumbing, heating, framing, drywall, infrastructure, masonry, finish carpentry). The first \$1.25 million received in revenues from the 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.

Restaurant and Bar (3.2% tax rate) - tax collections from restaurants, bars and caterers.

Real Estate, Rental & Leasing (2.2% tax rate) - tax collections from rental income of commercial and residential real property, and personal property rentals (e.g., rentals of formal wear, DVD's, home health equipment, recreational goods, electronics, appliances).

Arts and Entertainment (2.2% tax rate) - tax collections from businesses that charge admission for exhibition, amusement, or entertainment, (e.g., gym memberships, golf courses, athletic and dance instruction, movie theatres).

Hotel/Motel (2.2% tax rate) - tax collections from the activity of renting lodging space for any length of time and other activities provided at the hotel/motel.

Transient Lodging (1% of the 4.52% transient lodging tax rate is dedicated to the General Fund) - tax collections from the activity of charging for lodging and/or lodging space furnished to any transient for less than thirty consecutive days, and is in addition to the hotel/motel tax rate of 2.2%.

Auditing - payments from tax audits conducted by in house and contract auditors.

Use Tax (2.2% tax rate) - tax collections from goods and products that are used or stored in the City where sales tax was not paid when purchased.

Other Tax Activity (2.2% tax rate) - tax collections from business license fees, advertising, feed at wholesale, job printing, manufactured buildings, old business codes, and maintenance, repair, replacement or alteration projects (MRRA).

Dedicated Funds

Transportation Improvement (1.5% of the 3.7% contracting tax rate is dedicated to the Transportation Improvement Fund)

The transportation improvement fund is established to provide for the collection and expenditure of the dedicated 1.5% local construction transaction tax adopted by the Mayor and Council through ordinance 05-13. This tax is dedicated for the improvement of existing roadway corridors and the related costs of the construction of new roadways.

General Capital (2.2% of the 3.7% contracting tax rate)

The first \$1.25 million received in revenues from the 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.

Tourism (3.52% of the 4.52% transient lodging tax rate is dedicated to the Tourism Fund)

Ordinance No. 2015-10 increased the tax rate to 4.52% with 3.52% recorded in the Tourism Fund. Mayor and City Council has designated that 75% will be allocated to Sports Tourism Facility Development/Facility Improvement and 25% will be allocated to Special Events/Marketing/Studies.



Transaction Privilege Tax Report

Hotel Motel

Tax Collected	Reported to State	Reported to City	FY2014	FY2015	FY2016	*FY2017	FY2018	5 YR Average FY2014 - FY2018
Jul	Aug	Sep	\$ 19,645	\$ 17,682	\$ 16,928	\$ 21,297	\$ 31,513	\$ 21,413
Aug	Sep	Oct	\$ 19,858	\$ 24,363	\$ 24,829	\$ 23,264	\$ 26,213	\$ 23,705
Sep	Oct	Nov	\$ 25,992	\$ 30,945	\$ 31,473	\$ 35,342	\$ 38,405	\$ 32,431
Oct	Nov	Dec	\$ 18,586	\$ 52,349	\$ 59,506	\$ 58,393	\$ 55,171	\$ 48,801
Nov	Dec	Jan	\$ 61,772	\$ 41,435	\$ 44,780	\$ 46,760	\$ 48,603	\$ 48,670
Dec	Jan	Feb	\$ 43,701	\$ 43,753	\$ 49,646	\$ 36,930	\$ 43,340	\$ 43,474
Jan	Feb	Mar	\$ 43,414	\$ 23,111	\$ 50,389	\$ 33,947		\$ 37,715
Feb	Mar	Apr	\$ 51,074	\$ 85,180	\$ 67,284	\$ 77,765		\$ 70,326
Mar	Apr	May	\$ 70,001	\$ 80,525	\$ 90,729	\$ 91,488		\$ 83,186
Apr	May	Jun	\$ 34,916	\$ 32,169	\$ 39,894	\$ 44,009		\$ 37,747
May	Jun	Jul	\$ 25,429	\$ 28,916	\$ 26,763	\$ 29,185		\$ 27,573
Jun	Jul	Aug	\$ 19,937	\$ 20,246	\$ 22,958	\$ 23,917		\$ 21,765
TOTAL			\$ 434,326	\$ 480,674	\$ 525,179	\$ 522,296	\$ 243,245	\$ 496,806

*Hotel and Motel amounts for FY2017 were updated to include AZ Dept. of Revenue's implementation of location based and business code reporting

Transient Lodging

Tax Collected	Reported to State	Reported to City	FY2014	¹ FY2015	FY2016	FY2017	FY2018	5 YR Average FY2014 - FY2018
Jul	Aug	Sep	\$ 15,995	\$ 11,744	\$ 31,002	\$ 35,321	\$ 50,396	\$ 28,892
Aug	Sep	Oct	\$ 12,937	\$ 16,747	\$ 9,222	\$ 24,356	\$ 37,041	\$ 20,061
Sep	Oct	Nov	\$ 14,652	\$ 17,452	\$ 18,222	\$ 38,396	\$ 44,062	\$ 26,557
Oct	Nov	Dec	\$ 14,316	\$ 25,420	\$ 29,903	\$ 71,136	\$ 52,360	\$ 38,627
Nov	Dec	Jan	\$ 20,966	\$ 24,210	\$ 42,957	\$ 56,159	\$ 55,496	\$ 39,958
Dec	Jan	Feb	\$ 30,681	\$ 23,112	\$ 52,789	\$ 43,260	\$ 51,399	\$ 40,248
Jan	Feb	Mar	\$ 25,482	\$ 55,130	\$ 63,003	\$ 67,301		\$ 52,729
Feb	Mar	Apr	\$ 35,185	\$ 53,564	\$ 86,084	\$ 98,560		\$ 68,348
Mar	Apr	May	\$ 58,376	\$ 65,790	\$ 131,787	\$ 150,918		\$ 101,718
Apr	May	Jun	\$ 27,544	\$ 22,092	\$ 55,825	\$ 69,245		\$ 43,676
May	Jun	Jul	\$ 21,952	\$ 24,125	\$ 35,250	\$ 47,870		\$ 32,299
Jun	Jul	Aug	\$ 15,877	\$ 21,607	\$ 41,187	\$ 36,092		\$ 28,691
TOTAL			\$ 293,964	\$ 360,993	\$ 597,231	\$ 738,613	\$ 290,754	\$ 521,803

¹Transient Lodging tax rate increased from 2.52% to 4.52% effective 11/01/2015, Ordinance No. 2015-10 (3.52% of the 4.52% is recorded to the Tourism Fund)



Transaction Privilege Tax Report

Restaurant and Bar

Tax Collected	Reported to State	Reported to City	FY2014	FY2015	FY2016	*FY2017	FY2018	5 YR Average FY2014 - FY2018
Jul	Aug	Sep	\$ 346,076	\$ 370,435	\$ 402,510	\$ 502,873	\$ 517,688	\$ 427,917
Aug	Sep	Oct	\$ 371,486	\$ 393,533	\$ 430,056	\$ 482,560	\$ 551,570	\$ 445,841
Sep	Oct	Nov	\$ 364,346	\$ 433,656	\$ 434,876	\$ 496,508	\$ 588,019	\$ 463,481
Oct	Nov	Dec	\$ 402,986	\$ 410,955	\$ 481,198	\$ 531,487	\$ 595,474	\$ 484,420
Nov	Dec	Jan	\$ 423,043	\$ 473,106	\$ 487,777	\$ 545,694	\$ 600,545	\$ 506,033
Dec	Jan	Feb	\$ 438,338	\$ 469,465	\$ 522,687	\$ 602,045	\$ 651,071	\$ 536,721
Jan	Feb	Mar	\$ 436,637	\$ 460,847	\$ 491,380	\$ 621,598		\$ 502,616
Feb	Mar	Apr	\$ 490,692	\$ 532,431	\$ 547,841	\$ 614,354		\$ 546,329
Mar	Apr	May	\$ 614,719	\$ 607,926	\$ 675,027	\$ 800,846		\$ 674,630
Apr	May	Jun	\$ 466,620	\$ 506,791	\$ 545,300	\$ 650,128		\$ 542,210
May	Jun	Jul	\$ 463,010	\$ 510,135	\$ 481,777	\$ 597,185		\$ 513,027
Jun	Jul	Aug	\$ 444,832	\$ 431,220	\$ 436,037	\$ 540,675		\$ 463,191
TOTAL			\$ 5,262,786	\$ 5,600,500	\$ 5,936,467	\$ 6,985,953	\$ 3,504,367	\$ 6,106,415

*Restaurant and Bar amounts for FY2017 were updated to include AZ Dept. of Revenue's implementation of location based and business code reporting



FY2018 Financial Status Update

City Council Meeting
March 20, 2018

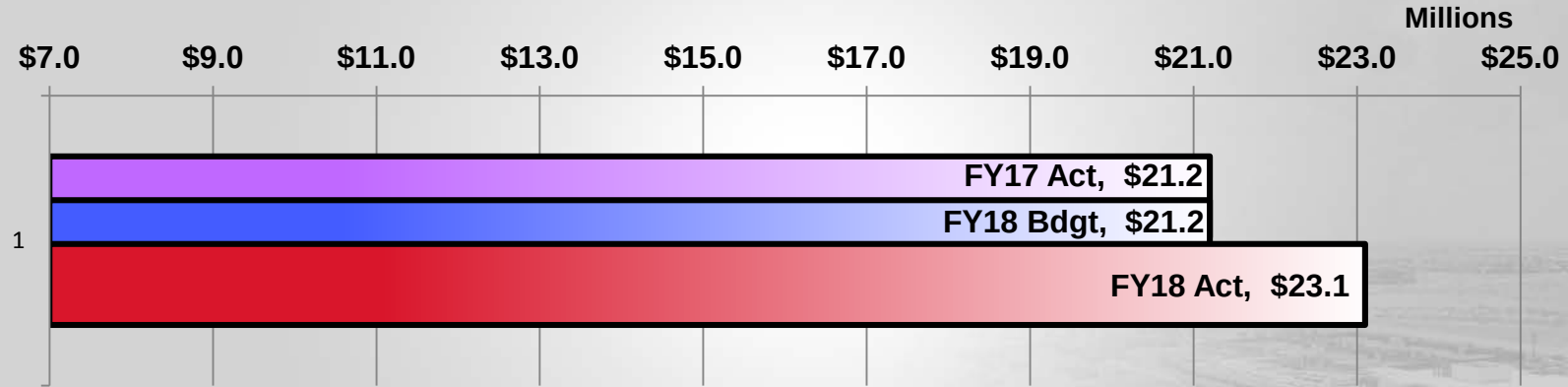
FY2018 General Fund Resources

Category	Budget Thru Dec	Actual Thru Dec*	\$ Variance	% Variance
Local Sales Tax	\$ 21.2	\$ 23.1	\$ 1.9	9%
Intergovernmental	15.9	17.2	1.3	8%
Charges for Services/Other	3.5	6.0	2.5	71%
Property Tax	4.4	4.3	(0.1)	(2%)
Franchise Fees	2.1	1.8	(0.3)	(14%)
Transfers In	3.0	3.0	-	0%
Total	\$ 50.1	\$ 55.4	\$ 5.3	11%

Amounts in millions

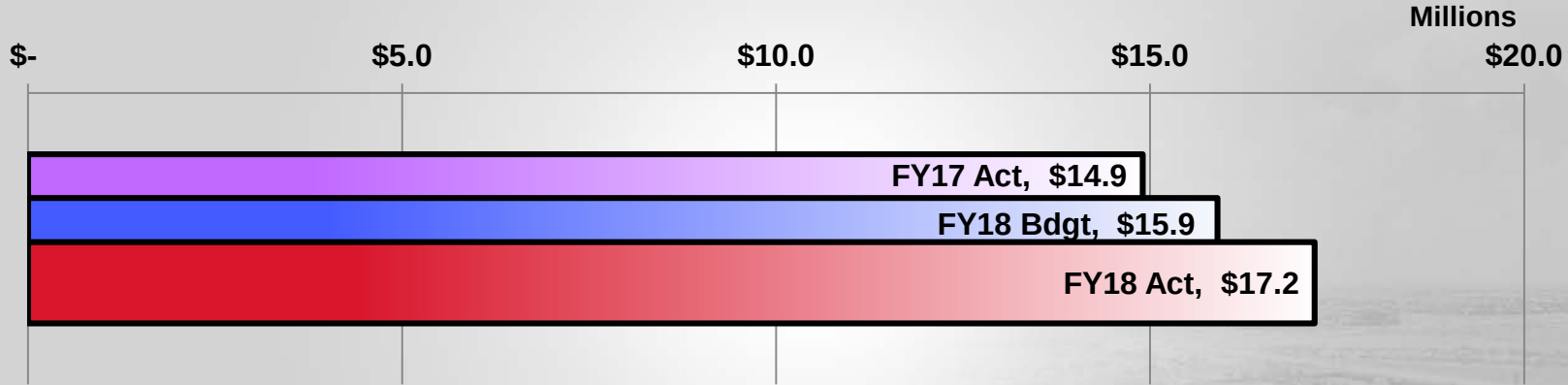
*Unaudited

Local Sales Tax



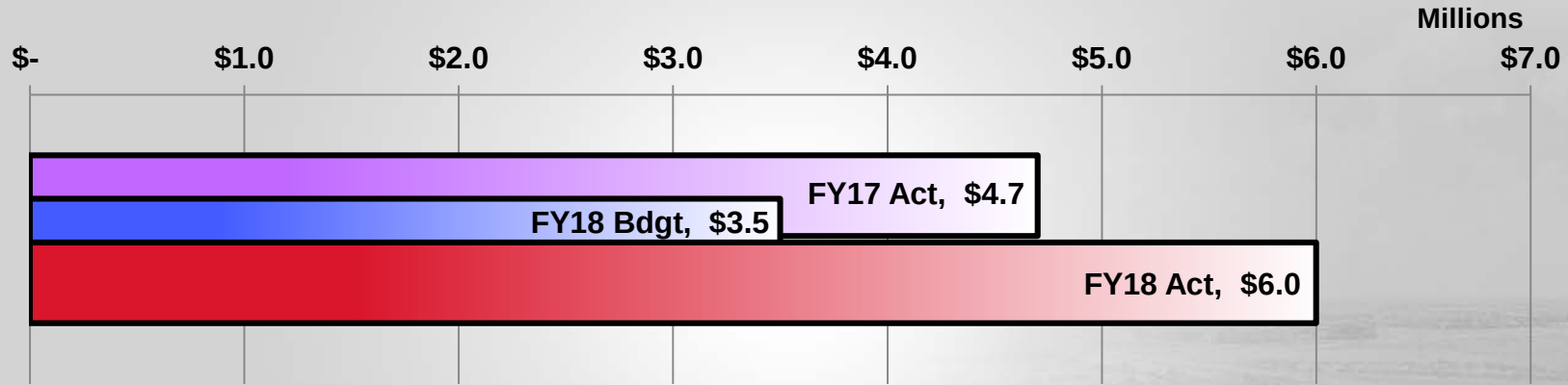
- Current actuals exceeded budget by \$1.6 M
- Development agreement reimbursements need to be considered.

Intergovernmental



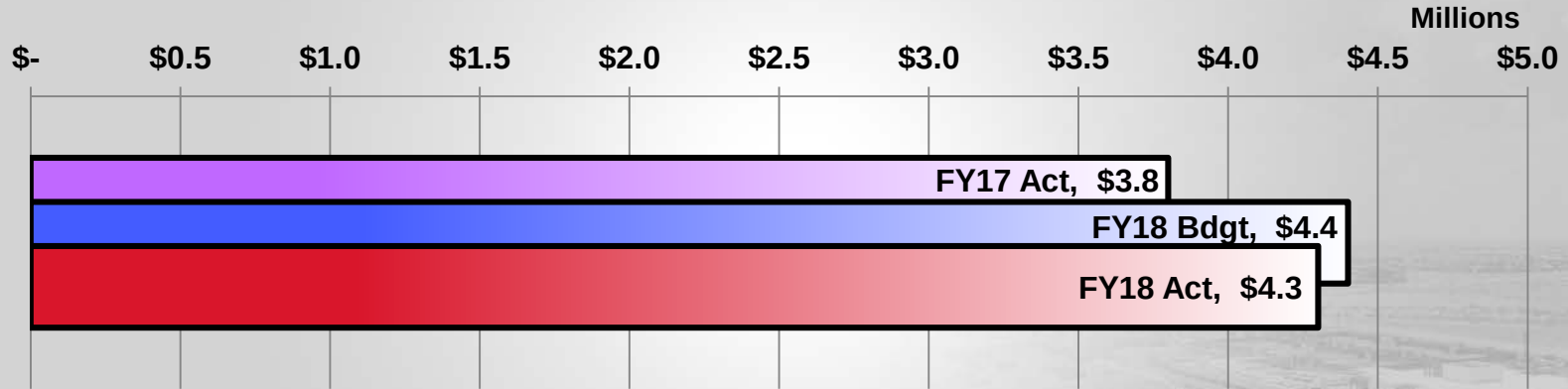
- Current actuals exceeded original budget by \$1.2 M
- Timing

Charges for Services/Other FY2018



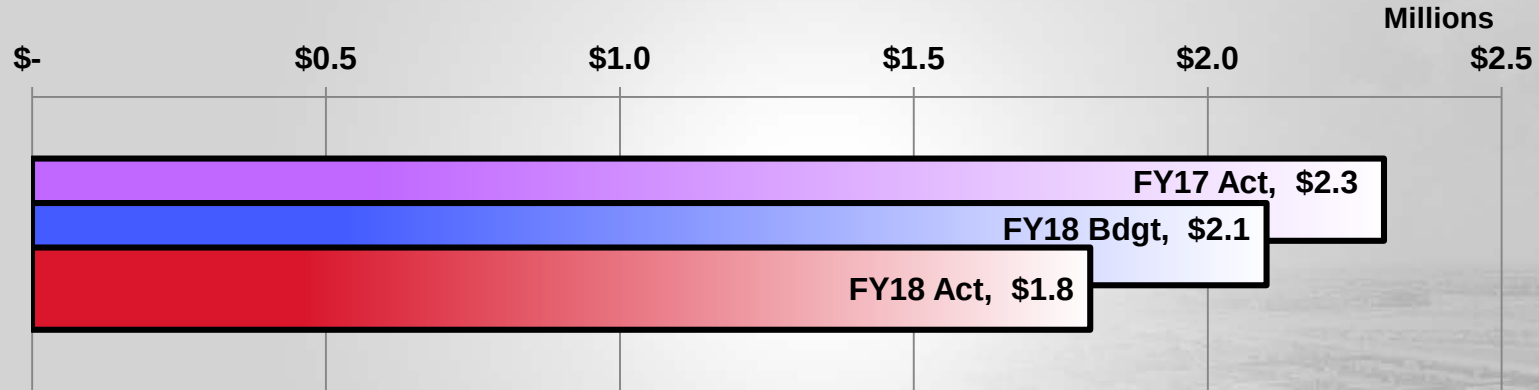
- Current actuals exceeded budget by \$2.0M
 - Development related planning, permitting, and inspection revenue is trending higher than budgeted

Property Tax FY2018



- Amount collected will equal amount of the levy.

Franchise Fees FY2018



- Current actuals are less than budget by \$0.3M

Transfers In FY2018



- Current actuals are slightly less than budget.

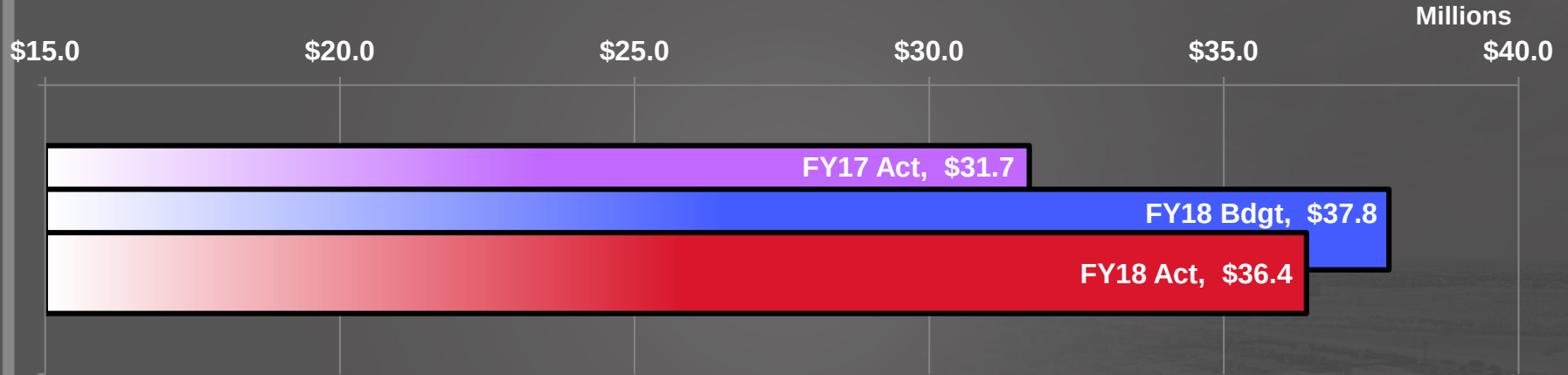
FY2018 General Fund Uses

Category	Budget Thru		Actuals Thru		\$	
	Dec		Dec*		Variance	% Variance
Personnel	\$	37.8	\$	36.4	\$ (1.4)	(4%)
Supplies		1.7		1.7	-	-
Services		10.2		9.6	(0.6)	(6%)
Capital		0.1		-	(0.1)	(100%)
Contingency		-		-	-	-
Transfers Out		5.2		5.2	-	-
Total	\$	55.0	\$	52.9	\$ (2.1)	(4%)

Amounts in millions

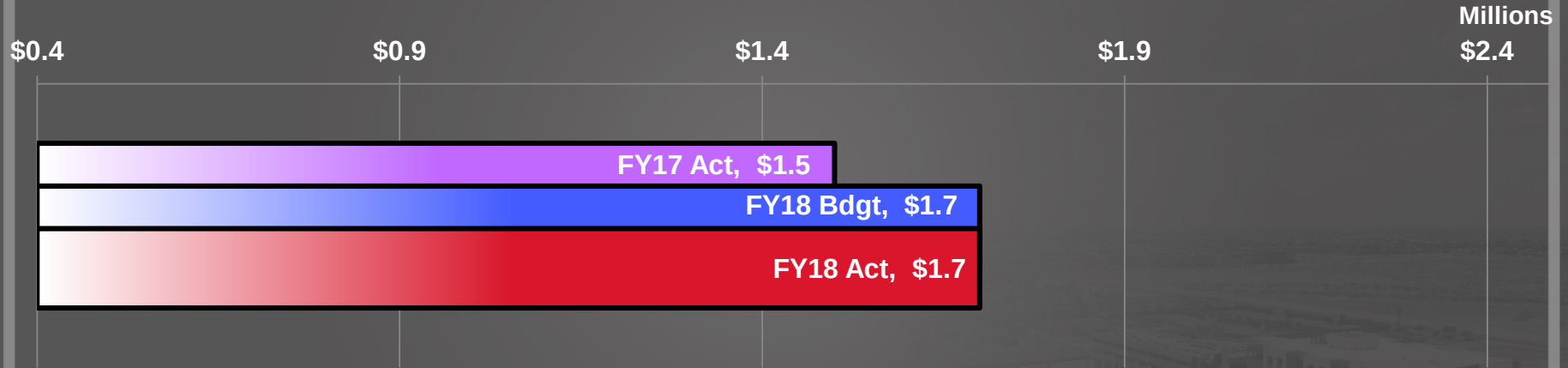
*Unaudited

Personnel FY2018



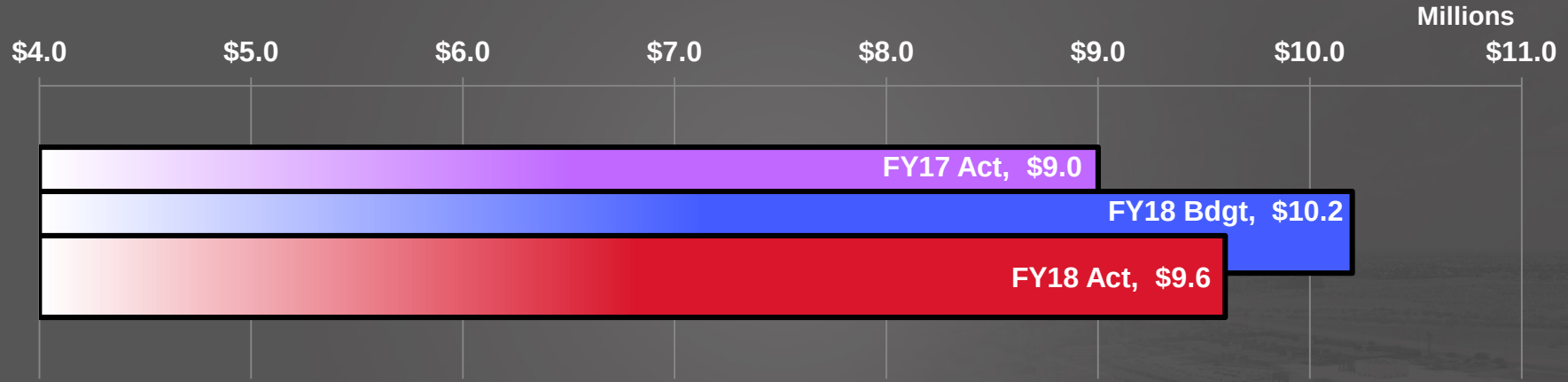
- FY18 Budget line now reflects the PSPRS budget amendment.

Supplies FY2018



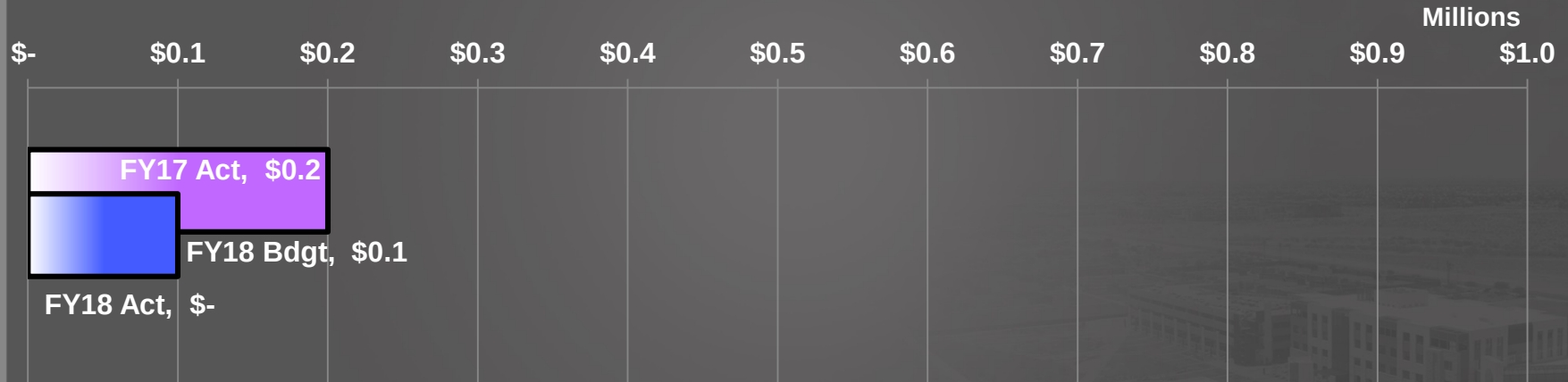
- Current actuals are below original by less than \$0.2M

Services FY2018

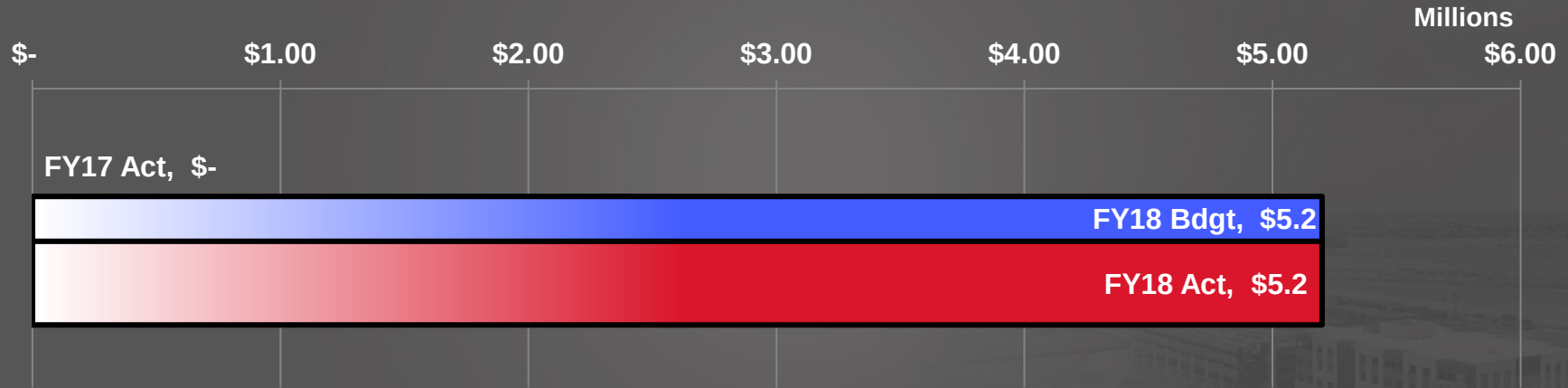


- Services are trending higher than the budget amount by \$0.6M

Capital FY2018



Transfers Out FY2018



FY2018 Grant Expenditure Detail

Department	Total Expenditures
Community Development	\$235,900
City Attorney	13,800
Fire-Medical	238,200
Human Services/Community Vitality	393,900
Police	93,800
Total Expenditures	\$975,600

FY2017 vs. 2018 Grant Awards

Department	2017 Awards	2018 Awards
Community Development	\$402,500	\$0
City Attorney	94,700	*329,900
Fire-Medical	*873,400	107,900
Human Services/Community Vitality	926,200	626,200
Police	240,600	*629,800
Total Awards	\$2,537,400	\$1,693,800

* Includes multi-year awards



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You