



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

Tuesday, October 16, 2018 @ 6:00 PM
COUNCIL CHAMBERS

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:

District Internal	<u>Consideration and action to appoint Scott Krous to fill the vacancy on the Planning & Zoning Commission with a term expiration of June 30, 2020 and direct the City Clerk to administer the Oath of Office.</u>	None Sherry Ann Aguilar, City Clerk
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- 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 1 | <u>Consideration and action declaring the City's intention to create the, "SU-AUSTIN RANCH EAST" Street Light Improvement</u> | None
Karl Zook, |
|----|------------|---|--------------------|

		<u>District pursuant to A.R.S. 48-616; Resolution #2018-145.</u>	Public Works Department
2.	District 1	<u>Consideration and action pertaining to approval of an amendment to the FY2019 budget by reallocating appropriations from Economic Development Contingency to the Dysart Median project, #P61400 in the amount of \$2,800 and amending the Capital List of items over \$50,000; Resolution # 2018-155.</u>	None Karl Zook Public Works City Engineer
3.	District 1	<u>Consideration and action declaring the City's intention to create the, "AUSTIN RANCH WEST PARCEL 5 #144" Street Light Improvement District pursuant to A.R.S. 48-616; Resolution #2018-113.</u>	None Karl Zook, Public Works Department
4.	District 1	<u>Consideration and action declaring the City's intention to create the, "SU-ASANTEPAR4.5" Street Light Improvement District pursuant to A.R.S. 48-616; Resolution #2018-151.</u>	None Karl Zook, Public Works Department
5.	District 5	<u>Consideration and action pertaining to Council's general support for a partnership between the City of Surprise and the Non-profit Chance Shelter of Surprise by entering into a letter of intent to build a no-kill animal shelter on City owned land in Surprise; Resolution #2018-162.</u>	None Bob Wingenroth, City Manager
6.	District Internal	<u>Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations of \$120,500 from Contingency within the Grants Fund and authorizing the acceptance of seven (7) grant awards from the Arizona Governor's Office of Highway Safety; Resolution #2018-154.</u>	None James Jackson, Police Dept
7.	District Internal	<u>Consideration and action pertaining to an amendment of the Fiscal Year 2019 budget by reallocating appropriations of \$14,400 from Contingency within the Grants Fund to the Donations Fund; \$39,200 within the Community Development Block Grant program to properly align program expenditures; reallocation of \$400 from Neighborhood Revitalization Fund to Contingency within the Grants Fund; and amending the Capital and Operating List of items over \$50,000 by increasing the 2018-19 CDBG Grant item to \$667,200; Resolution #2018-156.</u>	None Seth Dyson, HSCV Director
8.	District Internal	<u>Consideration and action pertaining to approval of an intergovernmental agreement (IGA) with the Arizona Department of Homeland Security for a grant in the amount of \$38,200 and amending the Fiscal Year 2019 budget to account for same; Resolution # 2018-158.</u>	None Randy Rody, Police Dept
9.	District Citywide	<u>Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocation of appropriations of</u>	None Andrea

- | | | | |
|-----|-------------------|---|--|
| | | <u>\$45,000 from Grant Contingency to Finance General Fund Services for investment advisory services and amending the List of Operating Items over \$50,000; Resolution #2018-159.</u> | Davis,
Finance
Director |
| 10. | District 1 | <u>Consideration and action pertaining to approval of the Four Rights of Way Agreements between the Arizona State Land Department and the City of Surprise; Resolution #2018-152.</u> | Approve
Eric Fitzer -
Community
Development |
| 11. | District 1 | <u>Consideration and action pertaining to approval of the final plat entitled, "Austin Ranch East Phase 1A – Parcels 12B, 13, &14 Final Plat" dated September 20, 2018, a property generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.</u> | Approve
Hobart
Wingard -
Community
Development |
| 12. | District 1 | <u>Consideration and action pertaining to the final plat entitled, "Austin Ranch East Phase 1B – Parcels 12A &12C Final Plat," dated September 20, 2018, a property generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.</u> | Approve
Hobart
Wingard -
Community
Development |
| 13. | District 1 | <u>Consideration and action pertaining to approval of the Re-plat entitled, "Final Plat for Austin Ranch East - Phase 2 (Parcels 9, 10 & 11)" dated September 19, 2018, and generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.</u> | Approve
Hobart
Wingard -
Community
Development |
| 14. | District 1 | <u>Consideration and action pertaining to approval of an APS Utility Easement for re-alignment of electric lines for the Ottawa Campus.</u> | Approve
Eric Fitzer -
Community
Development |
| 15. | District Internal | <u>Consideration and action pertaining to approval of an amendment to the fiscal year 2019 budget by reallocating appropriations of \$13,900 within the Grants Fund in order to accept two grants from the Arizona Governor's Office of Highway Safety to support Fire-Medical's Impaired and Distracted Driving Campaign and Car Seat Program; Resolution #2018-160.</u> | None
Tom Abbott,
Fire Chief |
| 16. | District Internal | <u>Consideration and action pertaining to an amendment to the fiscal year 2019 budget by reallocating appropriations of \$287,200 from the Grants Fund to the Ground Ambulance Service Fund and appropriations of \$28,800 within the Ground Ambulance Service Fund in order to accept a grant from FEMA's Assistance to Firefighters Grant Program; Resolution # 2018-161.</u> | None
Tom Abbott,
Fire Chief |
| 17. | District Internal | <u>Consideration and action on the meeting minutes of October 2, 2018 Regular City Council Work Session and Regular City Council Meeting.</u> | None
Sherry Ann
Aguilar, City
Clerk |

Regular Agenda Item - Public Hearing:

- | | | | |
|-----|------------|--|--------------------------------|
| 18. | District 1 | <u>Consideration and action pertaining to approval of the preliminary plat entitled, "Rio Rancho Estates" dated July 26, 2018, a property generally located one (1) mile west of the intersection of</u> | Approve
Hobart
Wingard - |
|-----|------------|--|--------------------------------|

West Grand Avenue and West Happy Valley Road.

Community
Development

19. District 1 Consideration and action pertaining to approval of a Major Zoning Amendment to approximately 119 acres in the Tierra Verde East PAD, a property generally located on the northeast corner of 155th Avenue and the Happy Valley Road alignment, to allow for an increase in density, increase in open space, modifications to the development standards, and revisions to the land use plan; Ordinance #2018-13. Approve
Sergio
Angulo -
Community
Development
20. District 1 Consideration and action on a Preliminary Plat to allow for the development of a single-family residential subdivision in Parcels 1, 2, and 3 of the Tierra Verde East PAD located in the northeast corner of 155th Avenue and the Happy Valley Road alignment. Approve
Sergio
Angulo -
Community
Development
21. District 1 Consideration and action pertaining to approval of the preliminary plat entitled, "Asante- Parcel 4.5" dated July 17, 2018, a property generally located in the northwest corner of Asante Boulevard and 163rd Avenue. Approve
Sergio
Angulo -
Community
Development

Regular Agenda Item - Non-Public Hearing:

22. District 1 Consideration and action pertaining to approval of the final plat entitled, "Asante 4.5-Parcel 1" dated August 14, 2018, a property generally located in the northwest corner of Asante Boulevard and 163rd Avenue. Approve
Sergio
Angulo -
Community
Development
23. District 1 Consideration and action pertaining to approval of the final plat entitled, "Asante 4.5- Parcel 2" dated August 14, 2018, a property generally located in the northwest corner of Asante Boulevard and 163rd Avenue. Approve
Sergio
Angulo -
Community
Development
24. District 1 Consideration and action pertaining to approval of the Purchase and Sale Agreements and Joint Escrow Instructions for the purchase of land from LCD Asante, LLC and HE Capital Asante, LLC, for the purpose of acquiring land for Fire Station 304. Approve
Eric Fitzer -
Community
Development
25. District Citywide Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Eloy and Surprise for the sale and purchase of underground Long Term Storage Credits established within the Phoenix Active Management Area in an amount not to exceed 2,000 Acre-feet per year for the benefit of the City of Surprise water service area; and the associated budget amendment to reallocated appropriations; Resolution # 2018-153. None
Terry Lowe,
Water
Resource
Management
Director
26. District Internal Consideration and action pertaining to approval of an amendment to the FY2019 budget by reallocating appropriations within the General Fund in the amount of \$391,500 from Contingency within the Grants fund to full-time salaries and employee related expenses to add five (5) regular full-time positions: Internal Auditor (City None
Bob
Wingenroth,
City
Manager

Manager's Officer), Senior Administrative Specialist (Economic Development), Construction Inspector (Public Works), Management Assistant (City Manager's Office) and GIS Analyst (Information Technology). Resolution # 2018-165.

27. District Citywide Consideration and action pertaining to approval of an amendment to the Comprehensive Citywide Fee Schedul ; Resolution # 2018-57. None
Tom
Abbott, Fire
Chief

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

28. District Internal Consideration and action to recess into executive session to discuss the resignation and appointment process pertaining to the appointed office of City Manager pursuant to A.R.S. 38-431.03 (A) (1). None
Robert
Wingo

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

October 16, 2018 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	October 16, 2018	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to appoint Scott Krous to fill the vacancy on the Planning & Zoning Commission with a term expiration of June 30, 2020 and direct the City Clerk to administer the Oath of Office.

Motion:

I move to approve appointing _____ to fill the vacancy on the Planning & Zoning Commission with a term expiration of June 30, 2020 and direct the City Clerk to administer the Oath of Office.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [APPLICATION](#)

1:30 PM

Date/Time/Initials Received by Clerk's Office: 8-20-18 11:30 A.M



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Scott Krous Date Submitted: 8/22/2018

Address: _____ Zip Code: _____

Phone (Home): _____ Cell: _____

E: Mail Address: _____

Resident of Surprise: ☒ Yes ☐ No Number of Years: 2 years

Board/Commission(s) you are applying for? Planning Commission

Education: Bachelor's in Construction Management

EMPLOYMENT BACKGROUND:

Present Employer/Position: EPS Group, Inc. - Project Manager, Land Development

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

HilgartWilson - Assistant Project Manager - Land Development

Dibble Engineering - Senior Civil Designer - Land Development

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

Volunteer Coach - COS Basketball

(Continued on Reverse Side)

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

No

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

I feel that with my background in Land Development and Civil Engineering that I could contribute valuable information to the commission. Along with that I feel that as a resident of Surprise I would like to do whatever part I can to keep Surprise moving forward as the great community it has become.

Additional Information/Comments:

I think Surprise is a great community and am looking to do what I can to help give back to the great City of Surprise.

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


Applicant's Signature

Please return to:

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

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



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action declaring the City's intention to create the, "SU-AUSTIN RANCH EAST" Street Light Improvement District pursuant to A.R.S. 48-616; Resolution #2018-145.

Motion:

I move to approve Resolution #2018-145.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection or ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Austin Ranch East development

Policy Compliant:

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

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2019 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2019, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2020, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

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- ☐ [Resolution 2018-145](#)
 - ☐ [Phase 1A](#)
 - ☐ [Phase 1B](#)
 - ☐ [Phase 2](#)
 - ☐ [Austin Ranch East Council Map](#)
 - ☐ [SLID Petition](#)
-

RESOLUTION # 2018-145

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description For SU - Austin Ranch East

Located within Section 14 and the Northeast Quarter of Section 15, Township 4 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona. Described as follows:

Beginning at the Northwest corner of said Section 14, being monumented by a 3" Brass Cap marked "M.C. LS 35832", from which the West Quarter corner of said Section 14, being monumented by a 2" aluminum cap marked "M.C. LS 35832", bears South 00°05'02" W, a distance of 2642.66 feet;

Thence South 89°38'09" East, along the North line of the Northwest Quarter of said Section 14, a distance of 1,316.24 feet to a ½" rebar;

Thence departing said North line, South 00°09'09" West, a distance of 1,320.02 feet to a ½" rebar with tag marked "PE 4424;

Thence South 89°41'34" East, a distance of 657.32 feet to a ½" rebar;

Thence North 00°11'15" East, a distance of 1,319.36 feet to a ½" rebar and the North line of the Northwest Quarter of said Section 14;

Thence South 89°38'09" East, along said North line, a distance of 658.12 feet to a 2" aluminum capped 1" bar, marked "M.C. LS 35832", and the North Quarter corner of said Section 14;

Thence departing said North line, South 00°13'20" West, along the East line of the Northwest Quarter of said Section 14, a distance of 2,597.42 feet;

Thence departing said East line, South 89°44'25" East, a distance of 1,012.06 feet, to the beginning of a 288.50 feet radius non-tangent curve, whose center bears South 20°36'22" West;

Thence Southeasterly along said curve, through a central angle of 24°38'30", an arc distance of 124.08 feet;

Thence South 44°45'08" East, a distance of 290.07 feet to the centerline of Deer Valley Rd.;

Thence South 43°22'19" West, along said centerline, a distance of 136.07 feet;

Thence departing said centerline, North 44°45'08" West, a distance of 175.16 feet;

Thence North 00°14'52" East, a distance of 28.28 feet;

Thence North 44°45'08" West, a distance of 130.00 feet to the beginning of a 160.00 foot radius curve, concave Southwesterly;

Thence Northwesterly along said curve through a central angle of $44^{\circ}59'17''$, an arc distance of 125.63 feet;

Thence North $89^{\circ}44'25''$ West, a distance of 898.90 feet;

Thence North $89^{\circ}44'59''$ West, a distance of 1312.98 feet;

Thence, South $00^{\circ}08'49''$ West, a distance of 617.28 feet;

Thence North $89^{\circ}43'51''$ West, a distance of 656.14 feet to a cotton picker spindle;

Thence North $00^{\circ}06'49''$ East, a distance of 657.07 feet to the South line of said Northwest Quarter;

Thence North $89^{\circ}44'59''$ West, along said South line, a distance of 656.52 feet to a 2" aluminum cap marked "M.C. LS 35832" and the Southwest corner of said Northwest Quarter;

Thence North $00^{\circ}05'02''$ East, along the West line of said Northwest Quarter, a distance of 1,321.33 feet to a $\frac{1}{2}$ " rebar;

Thence departing said West line, North $89^{\circ}55'27''$ West, a distance of 660.06 feet to a $\frac{1}{2}$ " rebar with cap marked "LS 21081";

Thence North $00^{\circ}05'20''$ East, a distance of 1,320.17 feet to a $\frac{1}{2}$ " rebar and the North line of the Northeast Quarter of said Section 15;

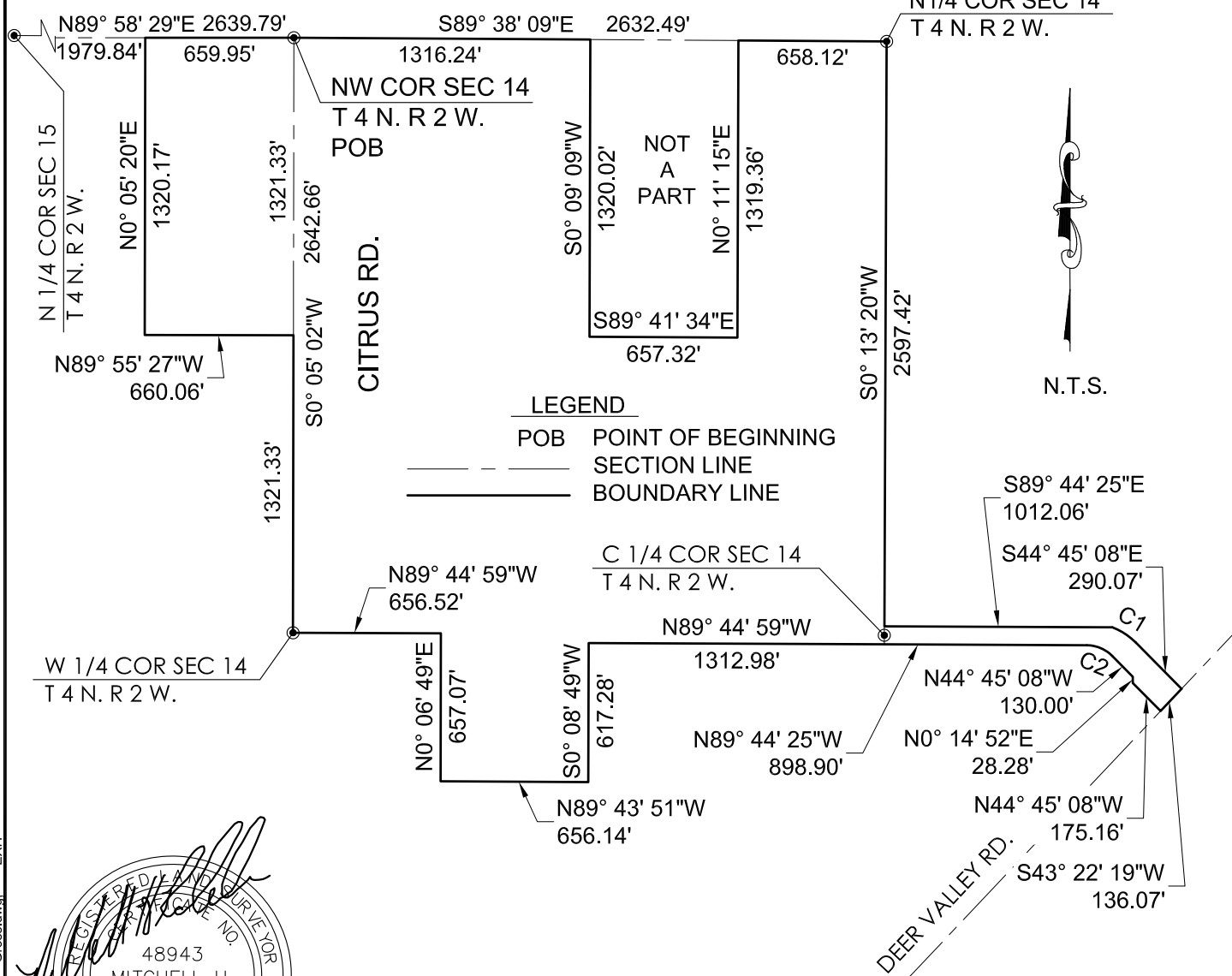
Thence North $89^{\circ}58'29''$ East, along said North line, a distance of 659.95 feet to the POINT OF BEGINNING.

Said parcel contains 7,558,035.63 square feet or 173.51 acres, more or less.



Expires 12/31/2020

PINNACLE PEAK RD.



Expires 12/31/2020

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	124.08'	288.50'	024°38'30"	S57° 04' 23"E	123.12'
C2	125.63'	160.00'	044°59'17"	N67° 14' 46"W	122.43'



civil engineering • surveying • urban planning

1102 East Missouri Ave,
Phoenix, Arizona 85014

575 West Chandler Blvd. #123,
Chandler, Arizona 85225

P:602.297.8732 • F:602.230.8458

EXHIBIT B

SU - AUSTIN RANCH EAST STREET LIGHT IMPROVEMENT DISTRICT (SLID)

AREA: 7,558,035.63 S.F. OR 173.51 AC. MORE OR LESS

Project No. 0799

Date : 8/27/18

DARCOR GENERAL NOTES

- A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.
- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
- C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.
- E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 41 WATT / 4,800 LUMEN AND THE 88 WATT / 8,500 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID)

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

CITY OF SURPRISE
GENERAL ENGINEERING NOTES

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

DEVELOPER

COURTLAND HOMES, INC.
4160 W. KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7575
CONTACT: HANS KOPPENHOEFER

CIVIL ENGINEER

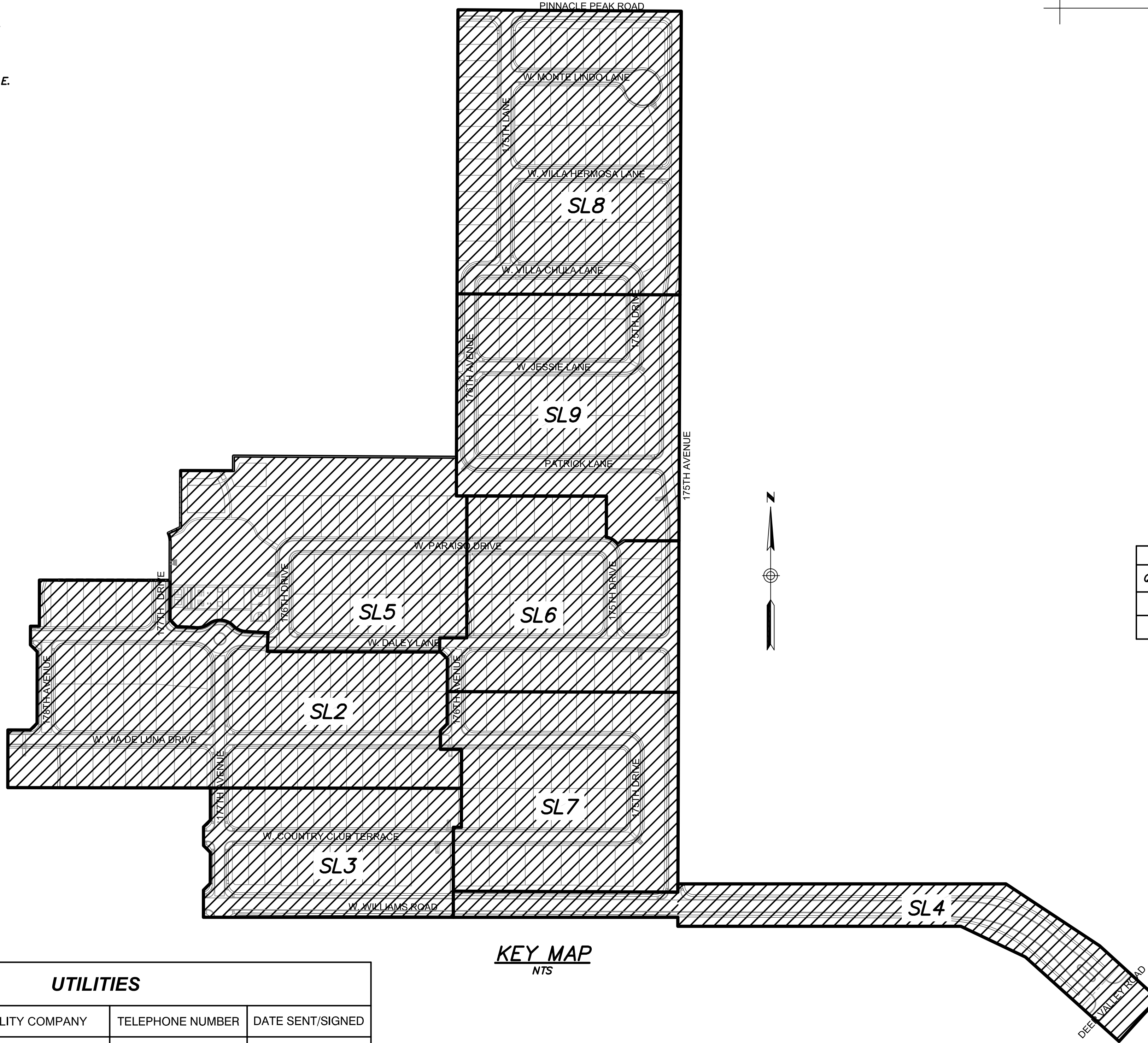
ENTELLUS, INC.
3033 N. 44TH STREET, STE 250
PHOENIX, ARIZONA 85018
PHONE: (602) 244-2566
CONTACT: MICHAEL R. GLEASON, P.E.

ELECTRICAL ENGINEER

DARCOR & ASSOCIATES
7600 N. 16TH STREET, STE 212
PHOENIX, AZ 85020
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.

STREET LIGHTING PLANS
FOR
AUSTIN RANCH EAST
PHASE 1A

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, AND A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



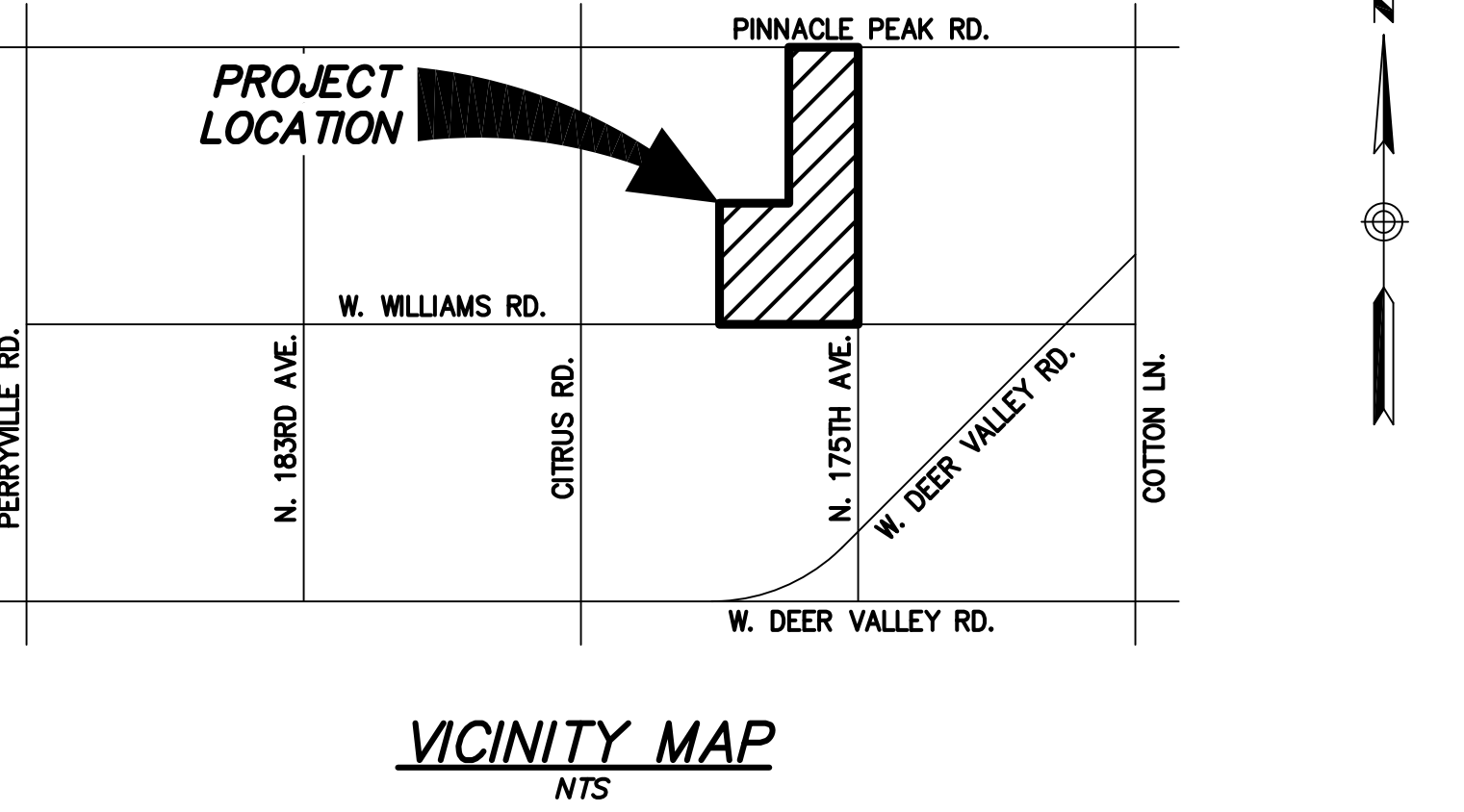
KEY MAP
NTS

UTILITIES			
UTILITY	UTILITY COMPANY	TELEPHONE NUMBER	DATE SENT/SIGNED
ELECTRIC	APS	602-263-1100	6/14/2018
CATV/TELEPHONE	COX	623-328-3554	7/24/2018
CATV/TELEPHONE	CENTURY LINK	480-681-4062	6/14/2018
NATURAL GAS	SOUTHWEST GAS	480-730-3855	6/14/2018
WATER	BEARDSLEY WATER CO.	623-975-2424	7/9/2018

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____
CITY OF SURPRISE ENGINEER



VICINITY MAP
NTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING PLAN VIEW - I
SL3	STREET LIGHTING PLAN VIEW - II
SL4	STREET LIGHTING PLAN VIEW - III
SL5	STREET LIGHTING PLAN VIEW - IV
SL6	STREET LIGHTING PLAN VIEW - V
SL7	STREET LIGHTING PLAN VIEW - VI
SL8	STREET LIGHTING PLAN VIEW - VII
SL9	STREET LIGHTING PLAN VIEW - VIII
SL10	STREET LIGHTING DETAILS
P1	ROADWAY PHOTOMETRIC CALCULATIONS

LEGEND & QUANTITIES LIST

QUANTITY	SYMBOL	DESCRIPTION
74		41W LED (4,800 LUMENS) STREET LIGHT
29		88W LED (8,500 LUMENS) STREET LIGHT

SLID# SU-AustinRanchEast

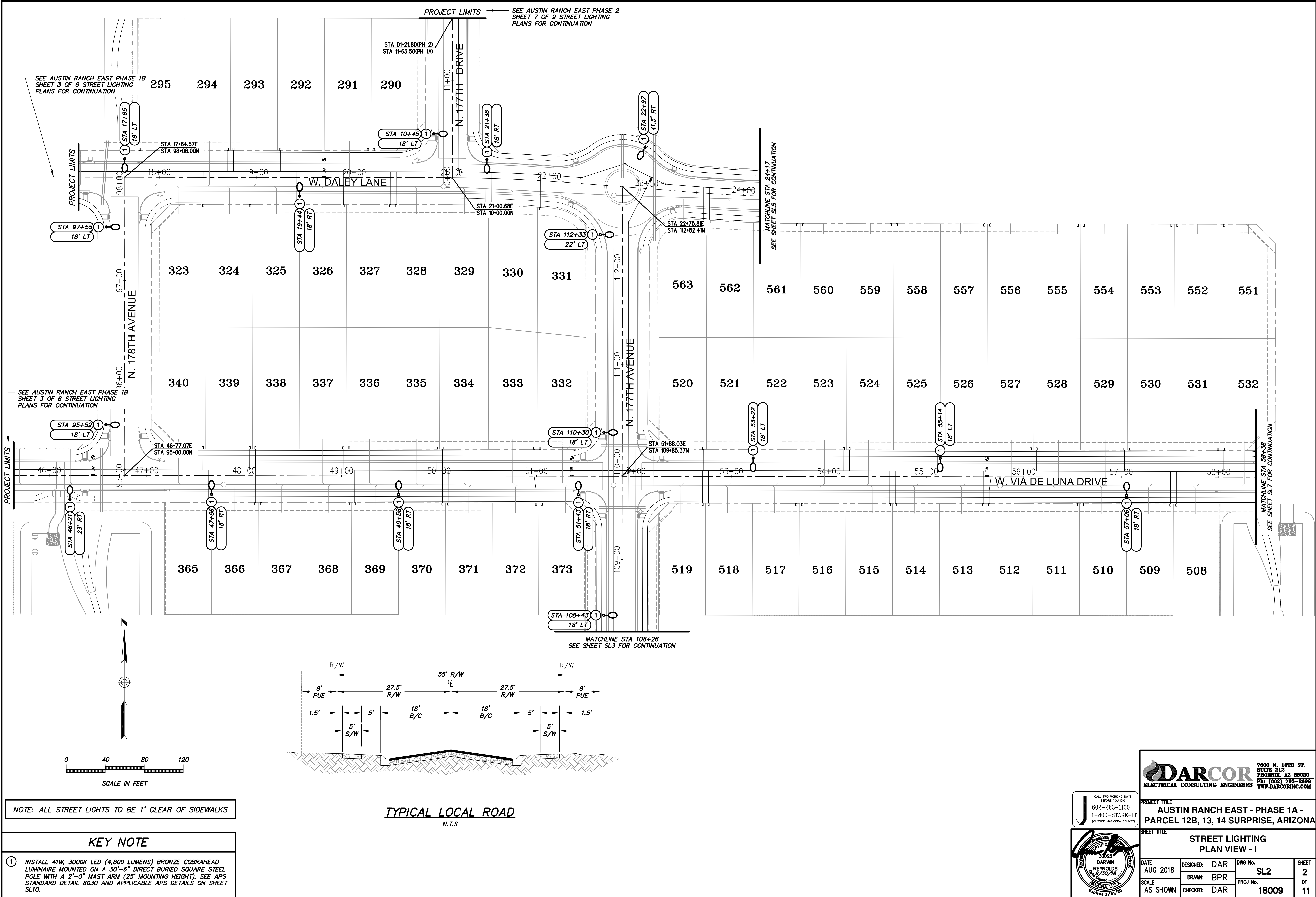
DARCOR
ELECTRICAL CONSULTING ENGINEERS
7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2699
WWW.DARCORINC.COM

PROJECT TITLE
AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING
COVER SHEET

DATE AUG 2018	DESIGNED: DAR	DWG No. SL1	SHEET 1
SCALE N/A	DRAWN: BPR	PROJ No. 18009	OF 11
	CHECKED: DAR		

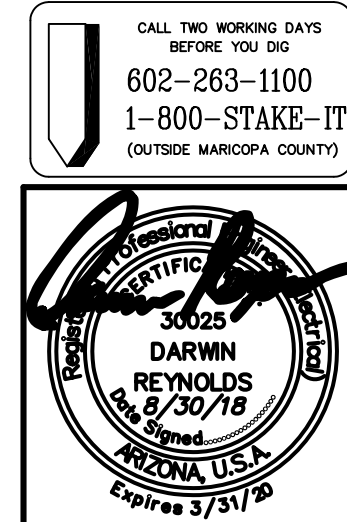
File: 18009-P1A-SL2.dwg Drafter: Brandon Rickard



NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

KEY NOTE

1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.



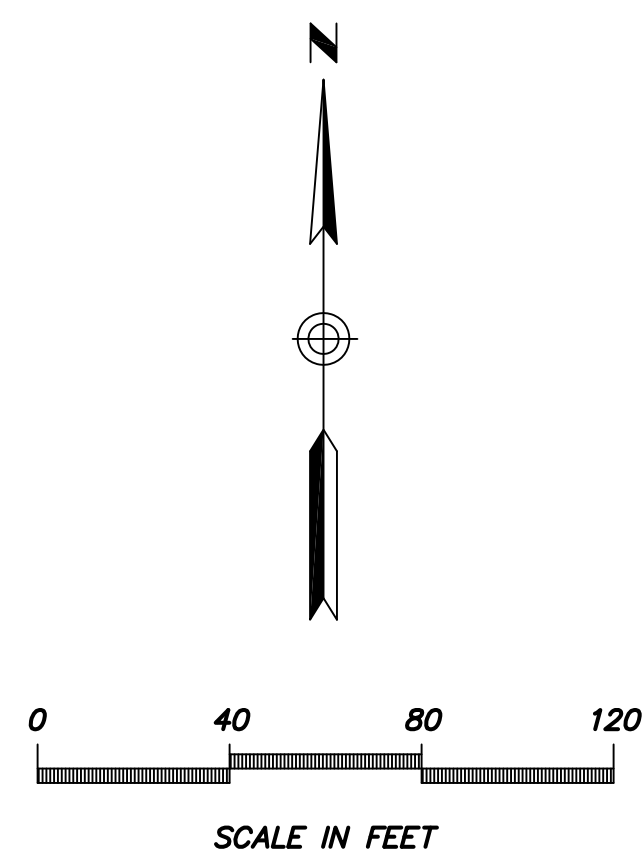
DARCOR
ELECTRICAL CONSULTING ENGINEERS
7800 N. 16TH ST.
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PHOENIX, AZ 85020
Ph: (602) 795-2899
WWW.DARCORINC.COM

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA**

SHEET TITLE
**STREET LIGHTING
PLAN VIEW - I**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL2	SHEET 2 OF 11
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

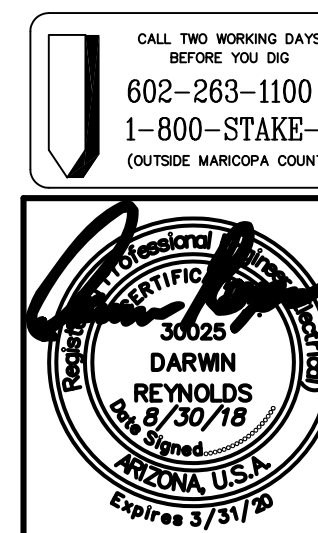
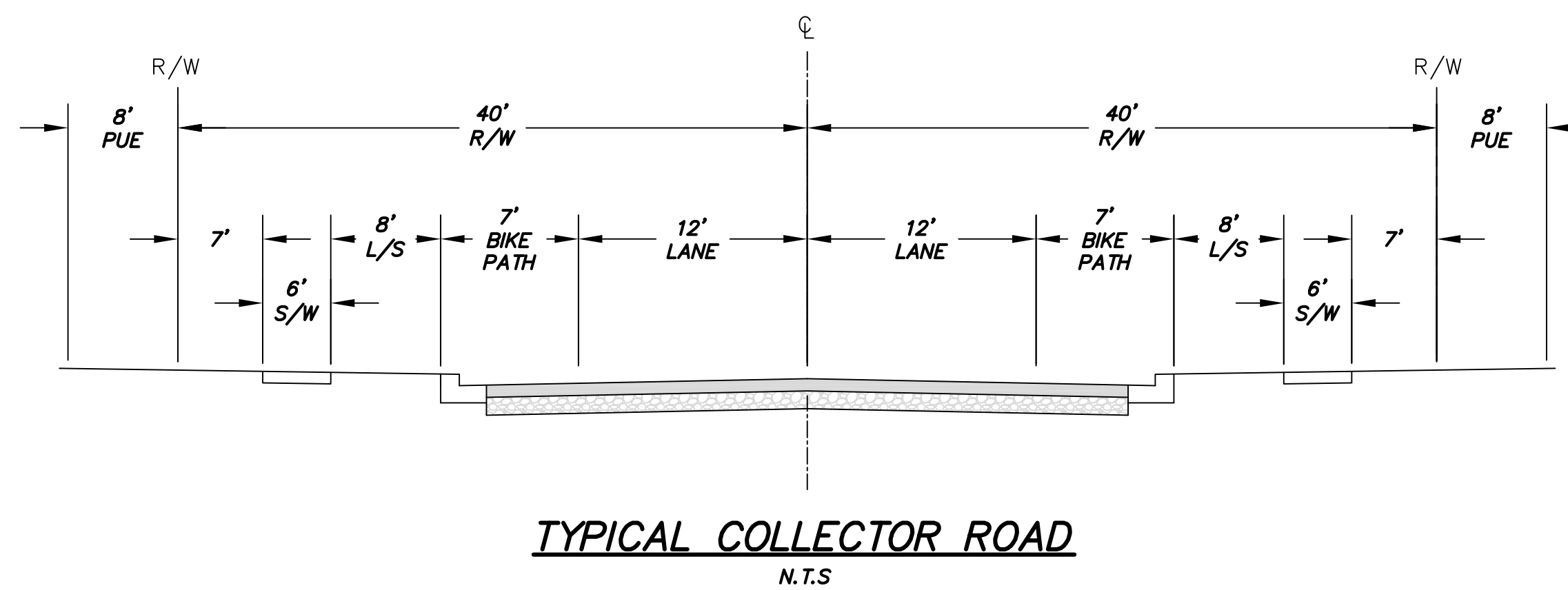
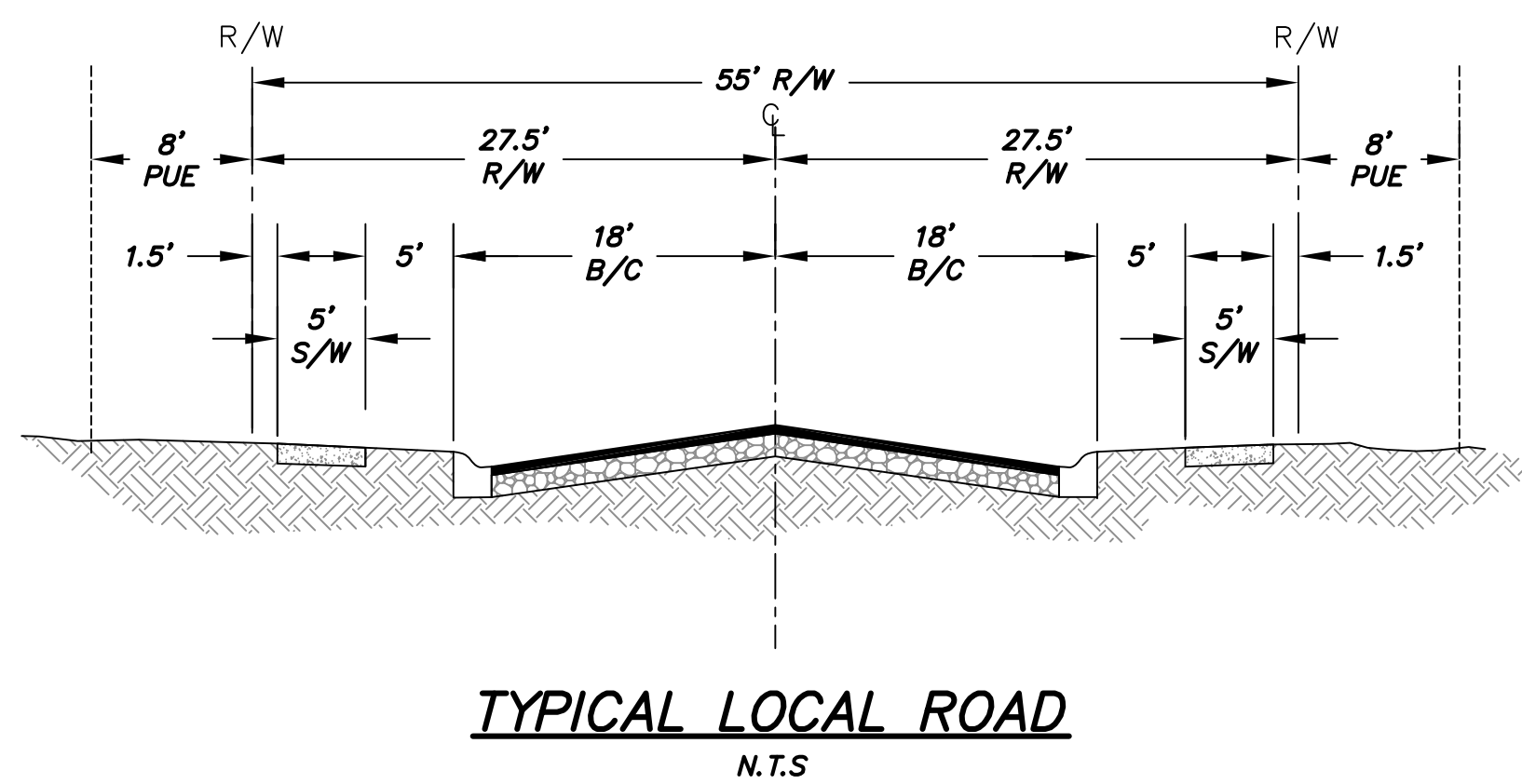
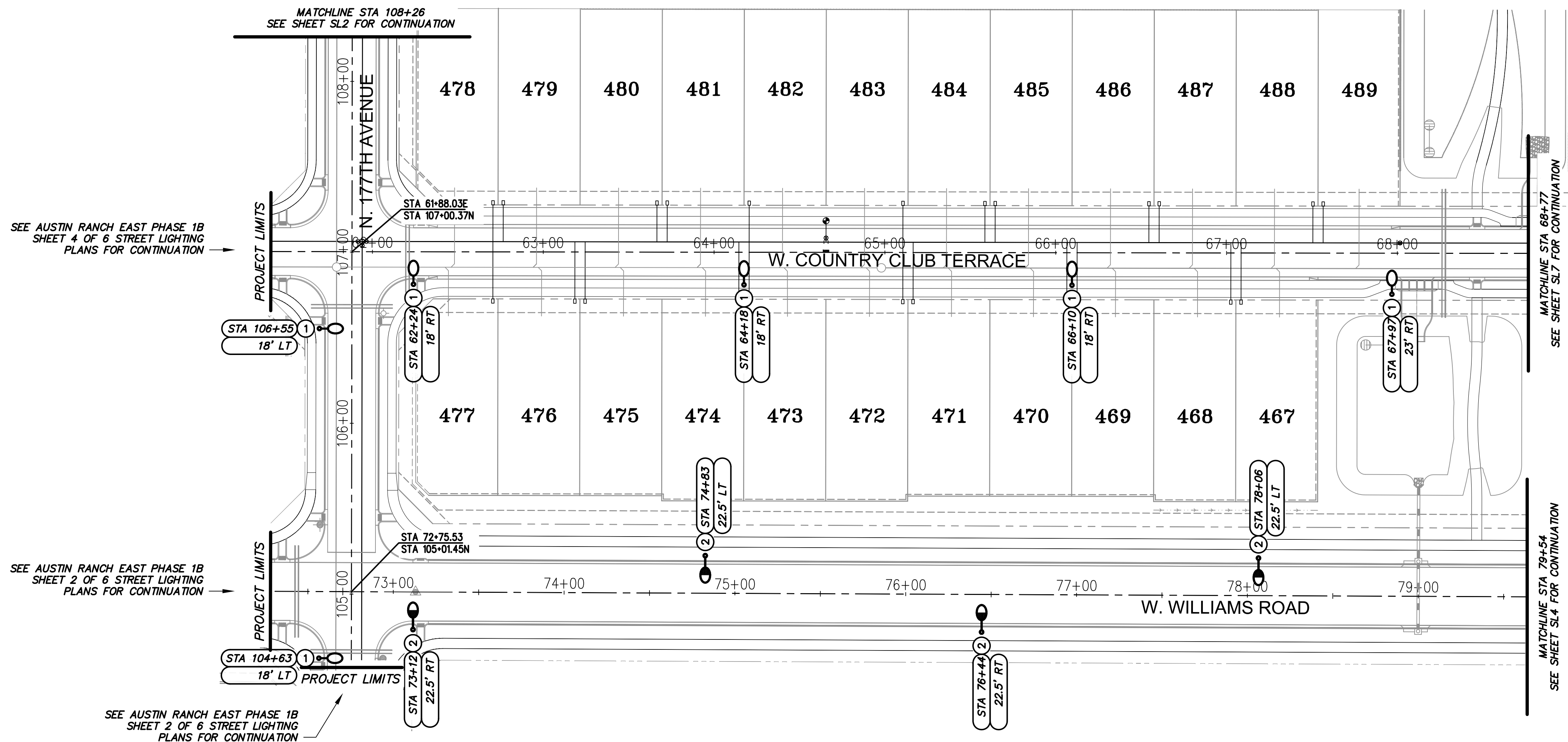
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Saved: Aug 30, 2018



NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

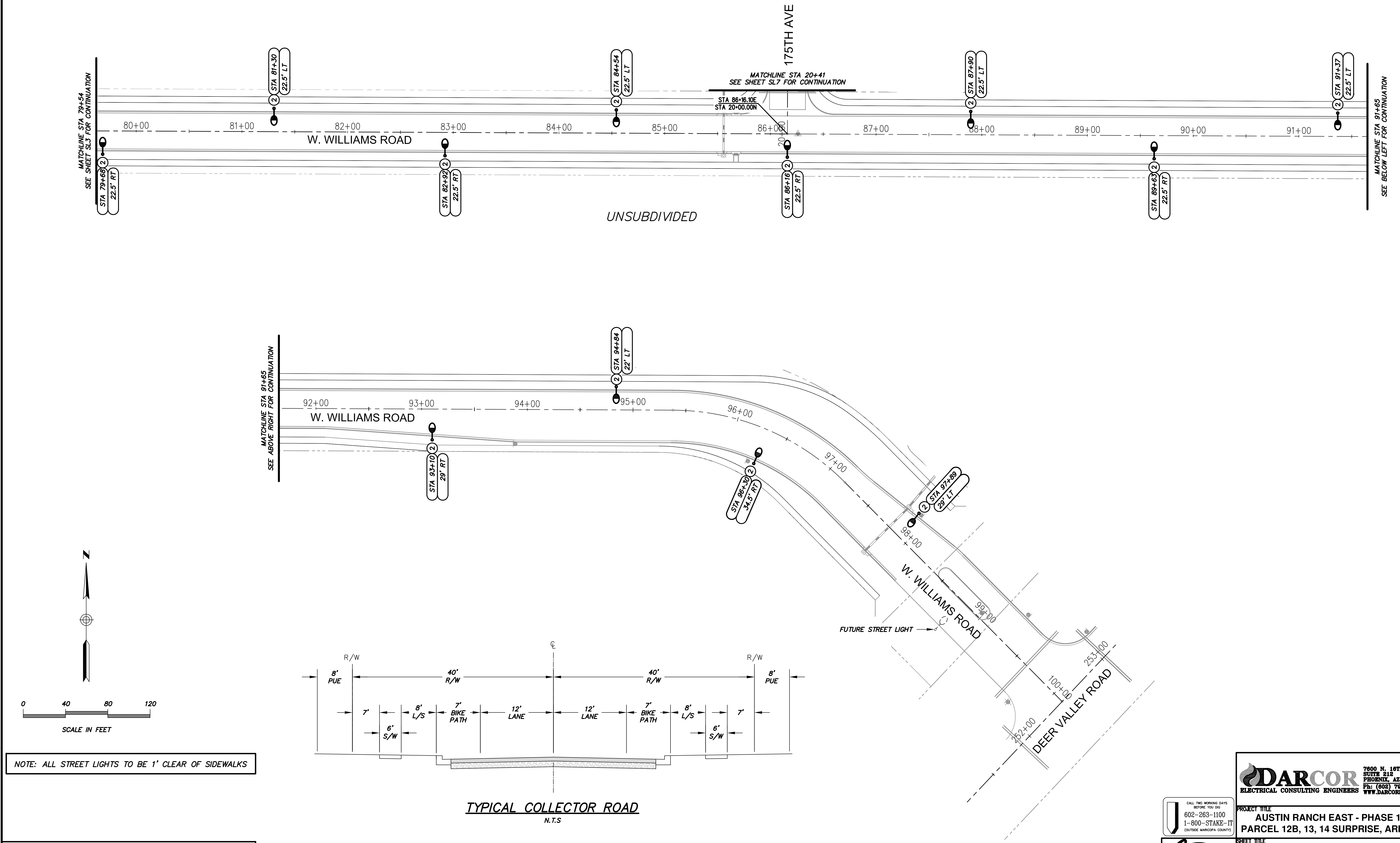
KEY NOTES

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
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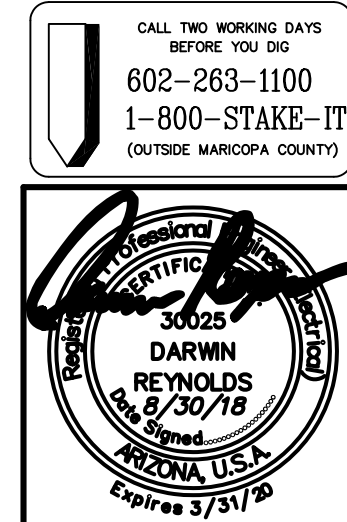
DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 1A - PARCEL 12B, 13, 14 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - II			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL3	SHEET 3 OF 11
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-P1A-SL4.dwg Drafter: Brandon Rickard



NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

- KEY NOTES**
- ② INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.



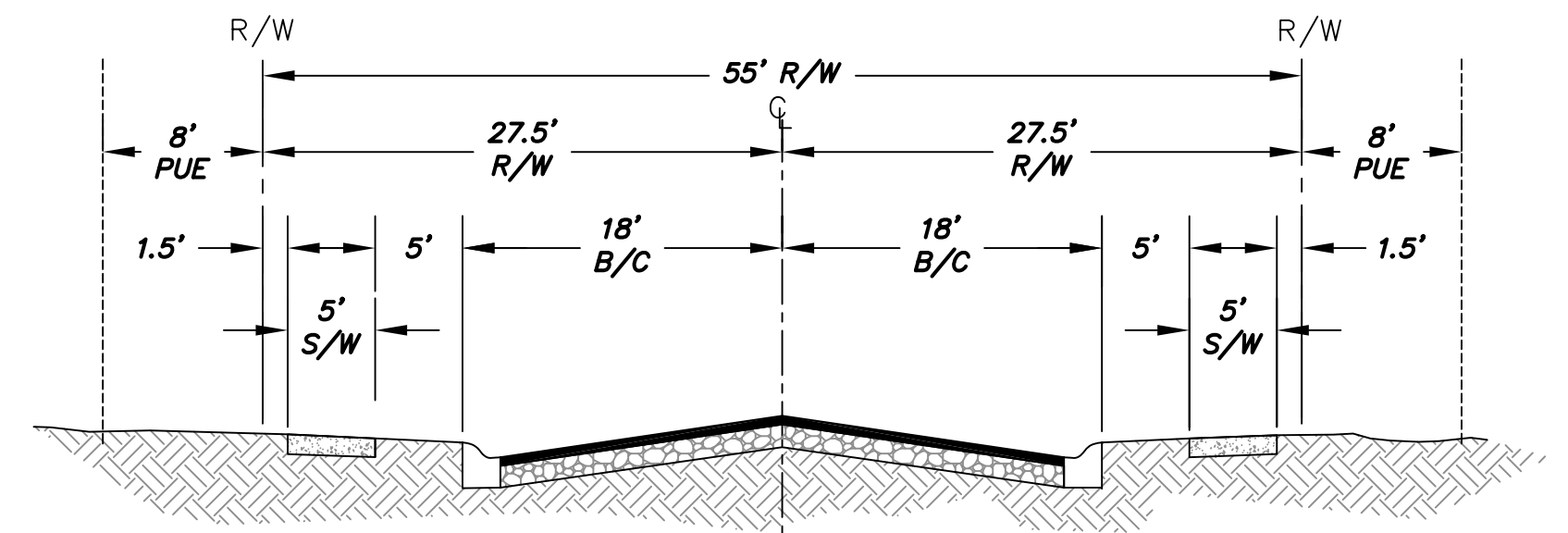
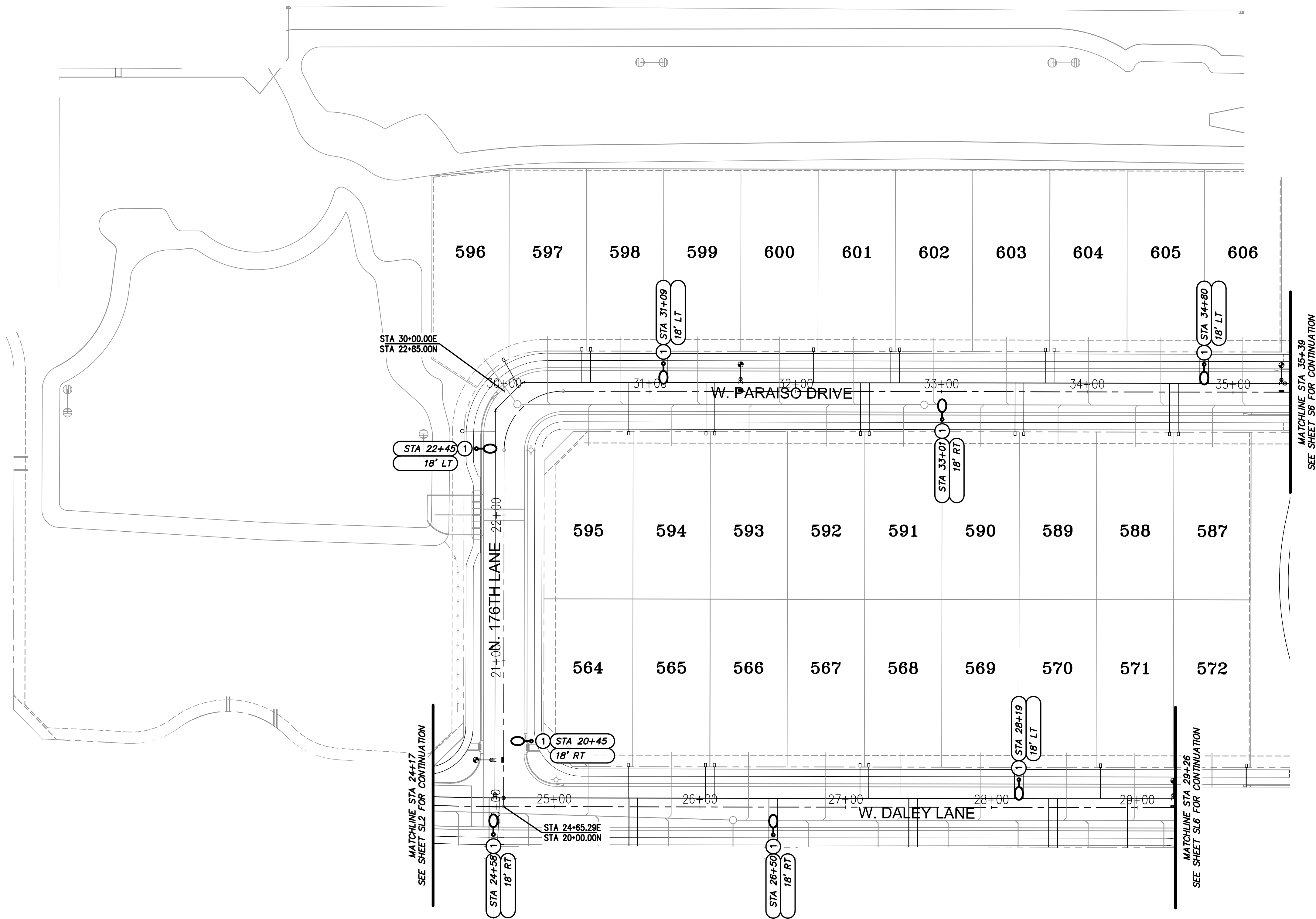
DARCOR
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SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
WWW.DARCORINC.COM

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA**

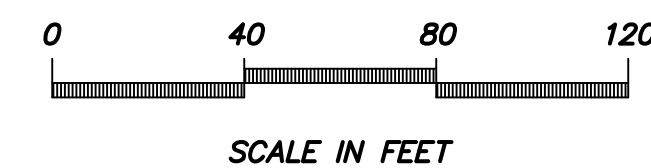
SHEET TITLE
**STREET LIGHTING
PLAN VIEW - III**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL4	SHEET 4 OF 11
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-P1A-SL5.dwg Drafter: Brandon Rickard



TYPICAL LOCAL ROAD
N.T.S

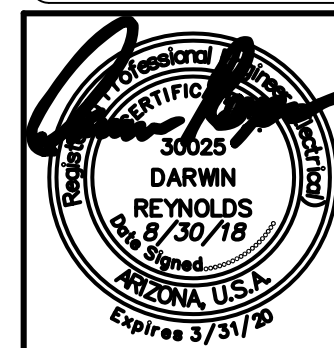


KEY NOTE

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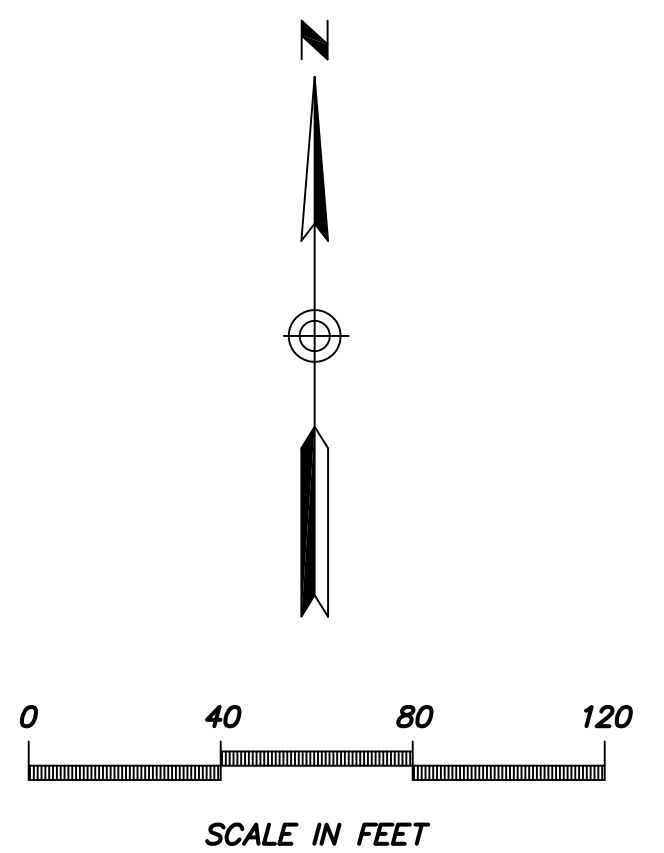
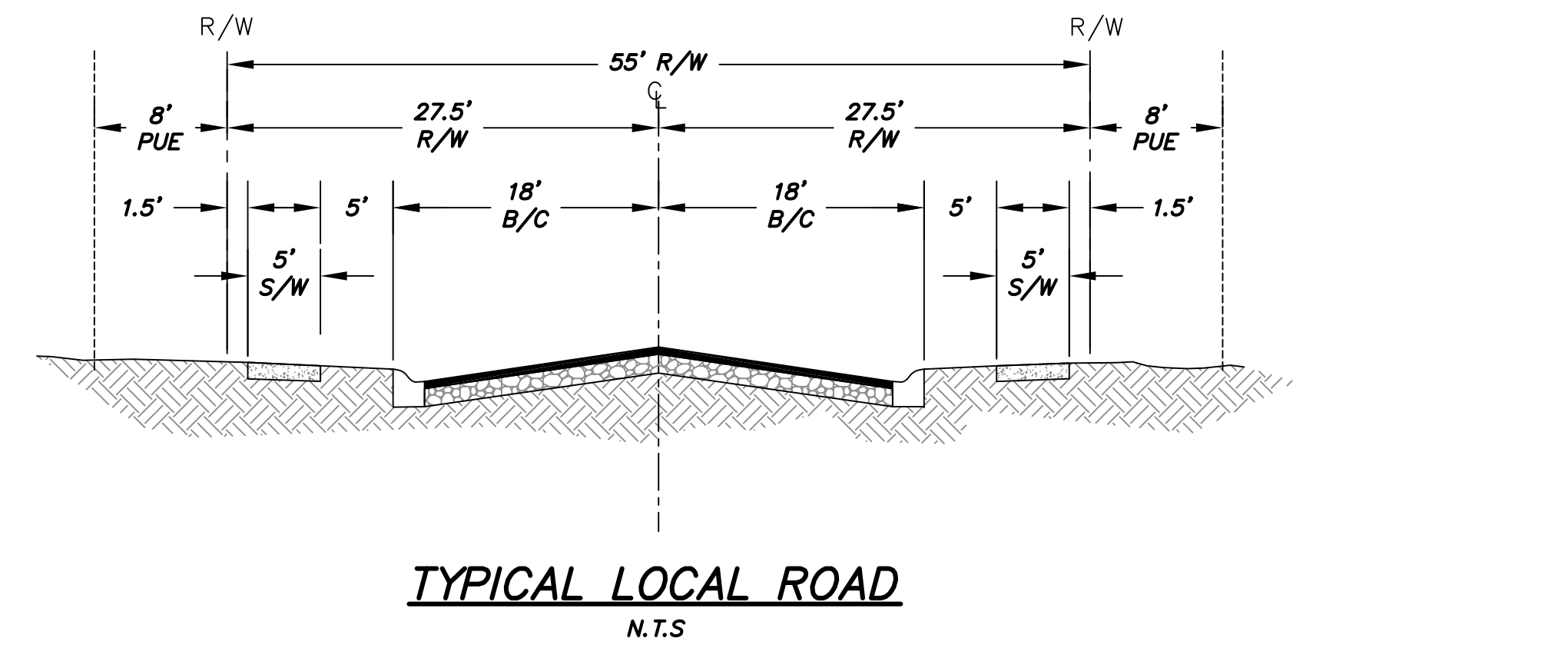
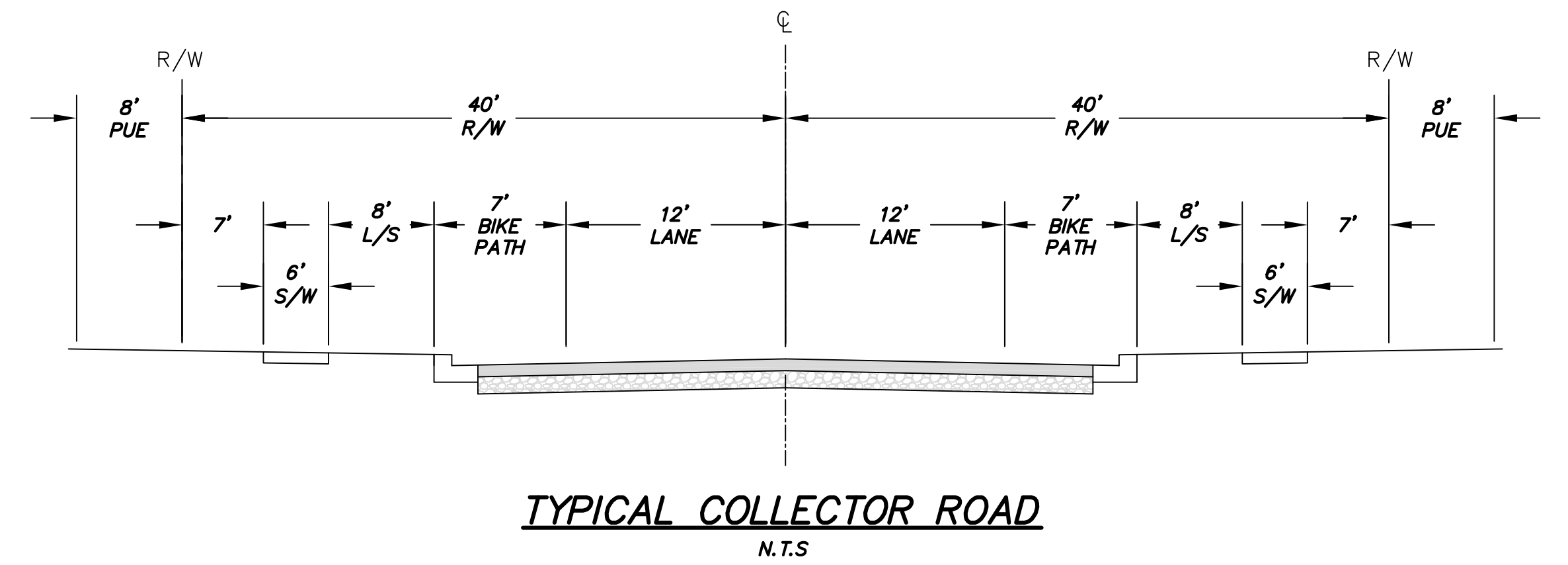
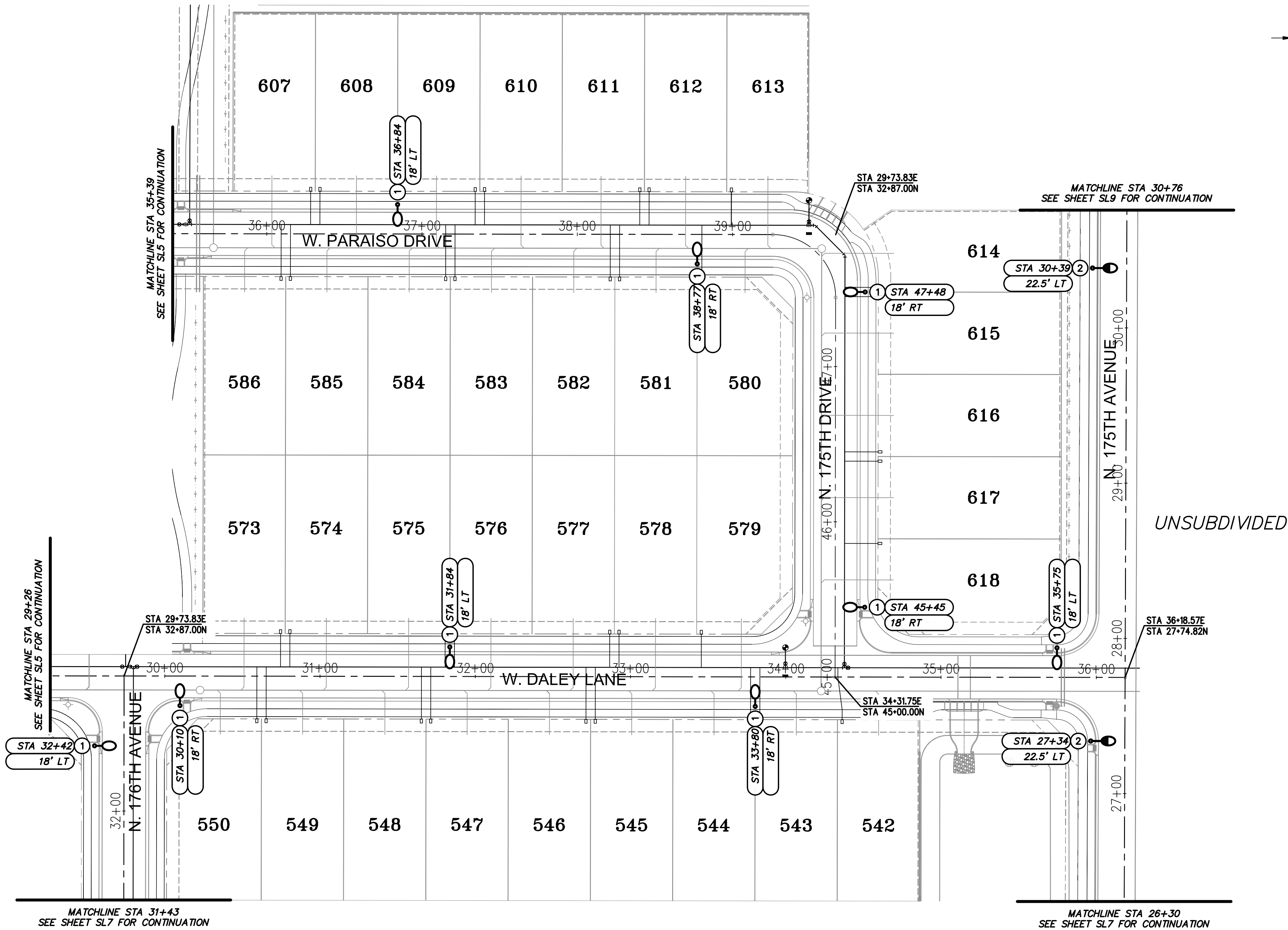
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



DARCOR ELECTRICAL CONSULTING ENGINEERS				7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2699 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 1A - PARCEL 12B, 13, 14 SURPRISE, ARIZONA					
SHEET TITLE STREET LIGHTING PLAN VIEW - IV					
DATE AUG 2018	DESIGNED: DAR	DWG No. SL5	SHEET 5		
SCALE AS SHOWN	DRAWN: BPR	PROJ No. 18009	OF 11		
CHECKED: DAR					

Saved: Aug 30, 2018 File: 18009-P1A-SL6.dwg Drafter: Brandon Rickard



KEY NOTES

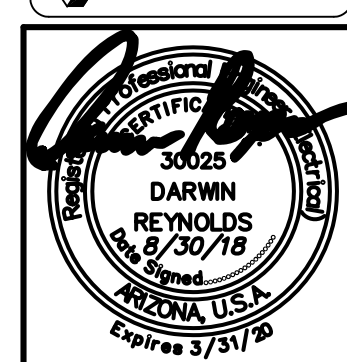
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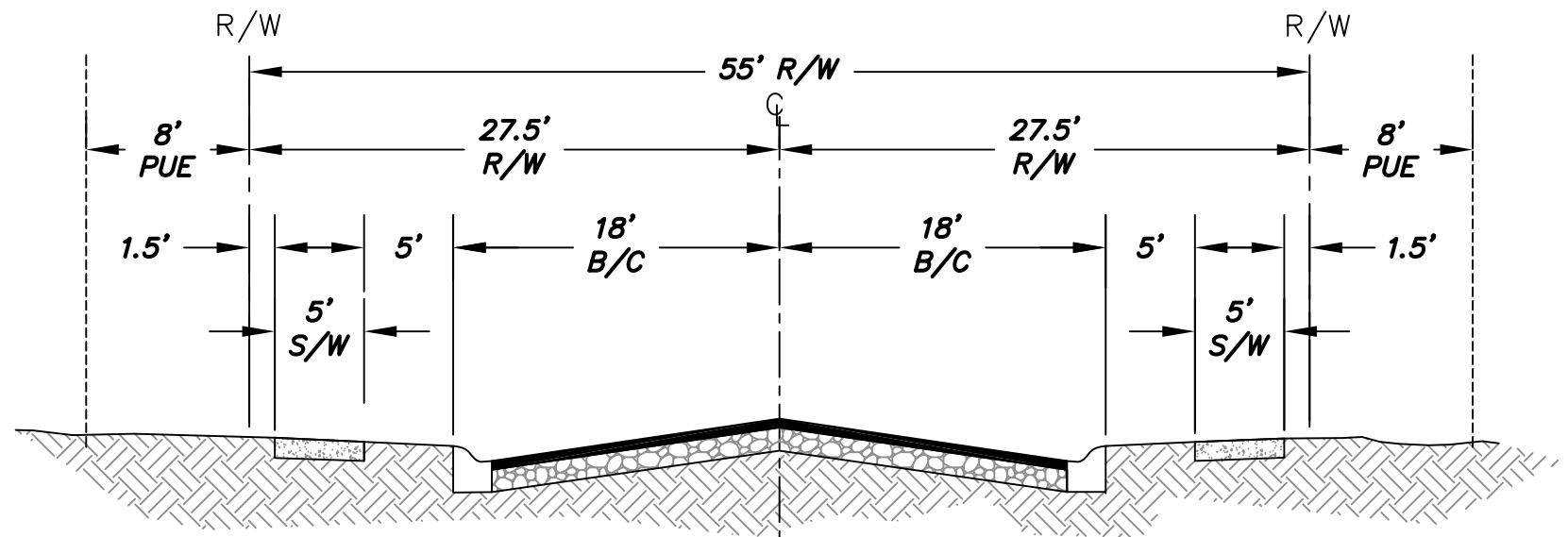
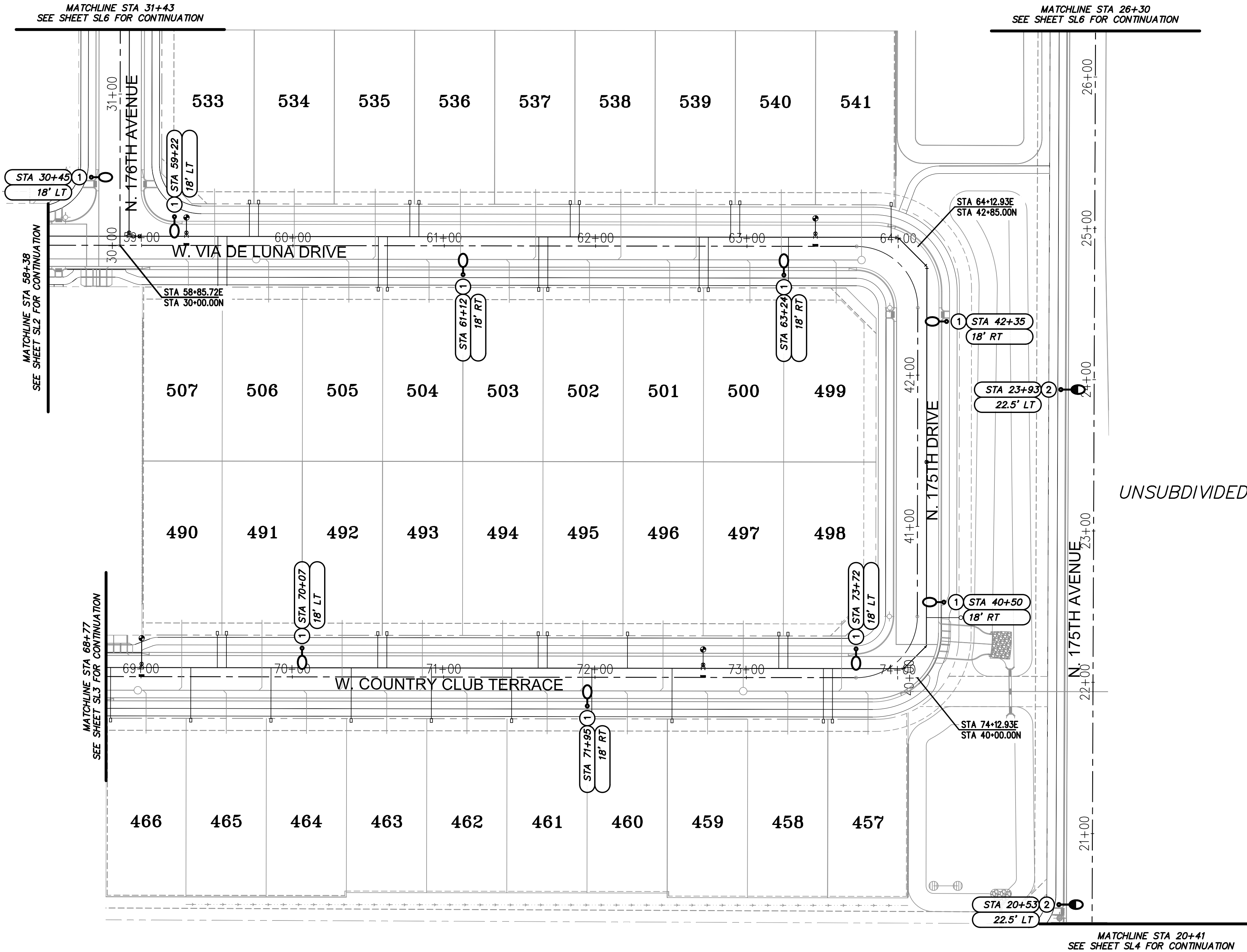


PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA**

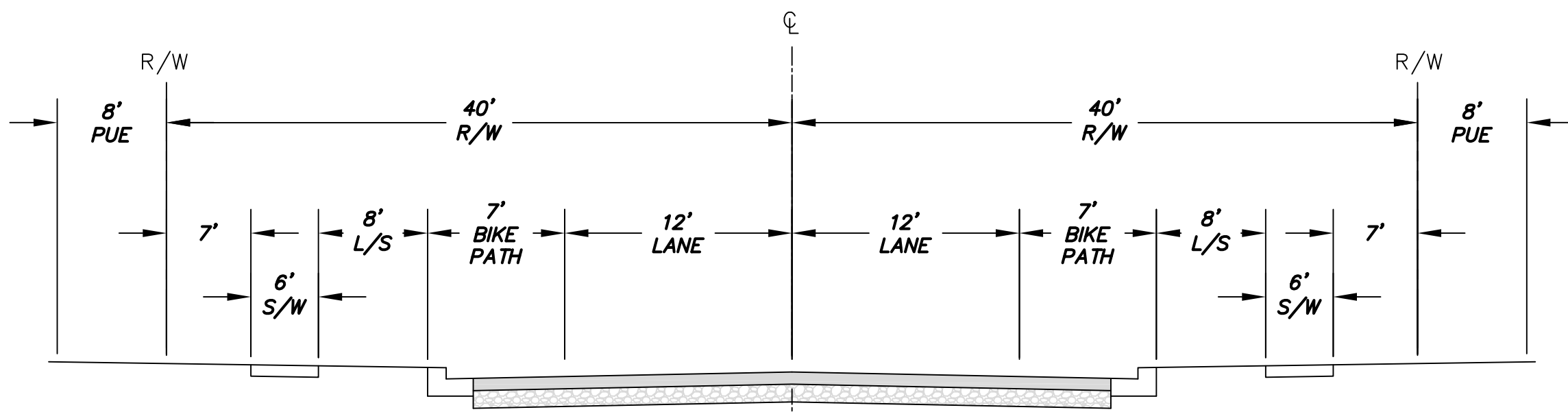
SHEET TITLE
**STREET LIGHTING
PLAN VIEW - V**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL6	SHEET 6 OF 11
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-P1A-SL7.dwg Drafter: Brandon Rickard



TYPICAL LOCAL ROAD
N.T.S

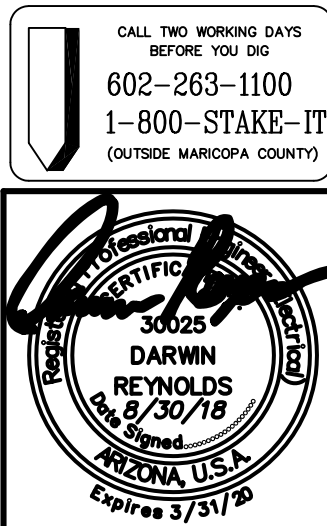
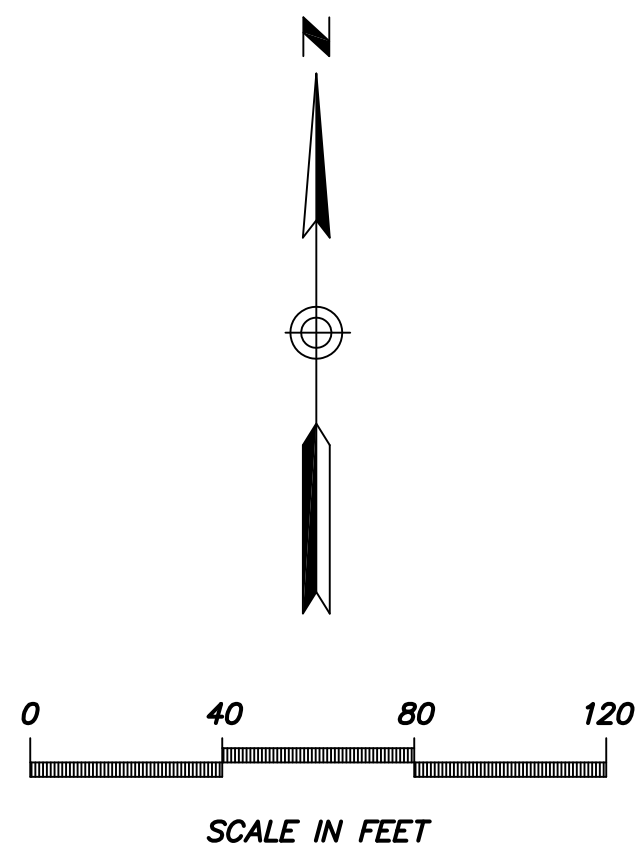


TYPICAL COLLECTOR ROAD
N.T.S

KEY NOTES

1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
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NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



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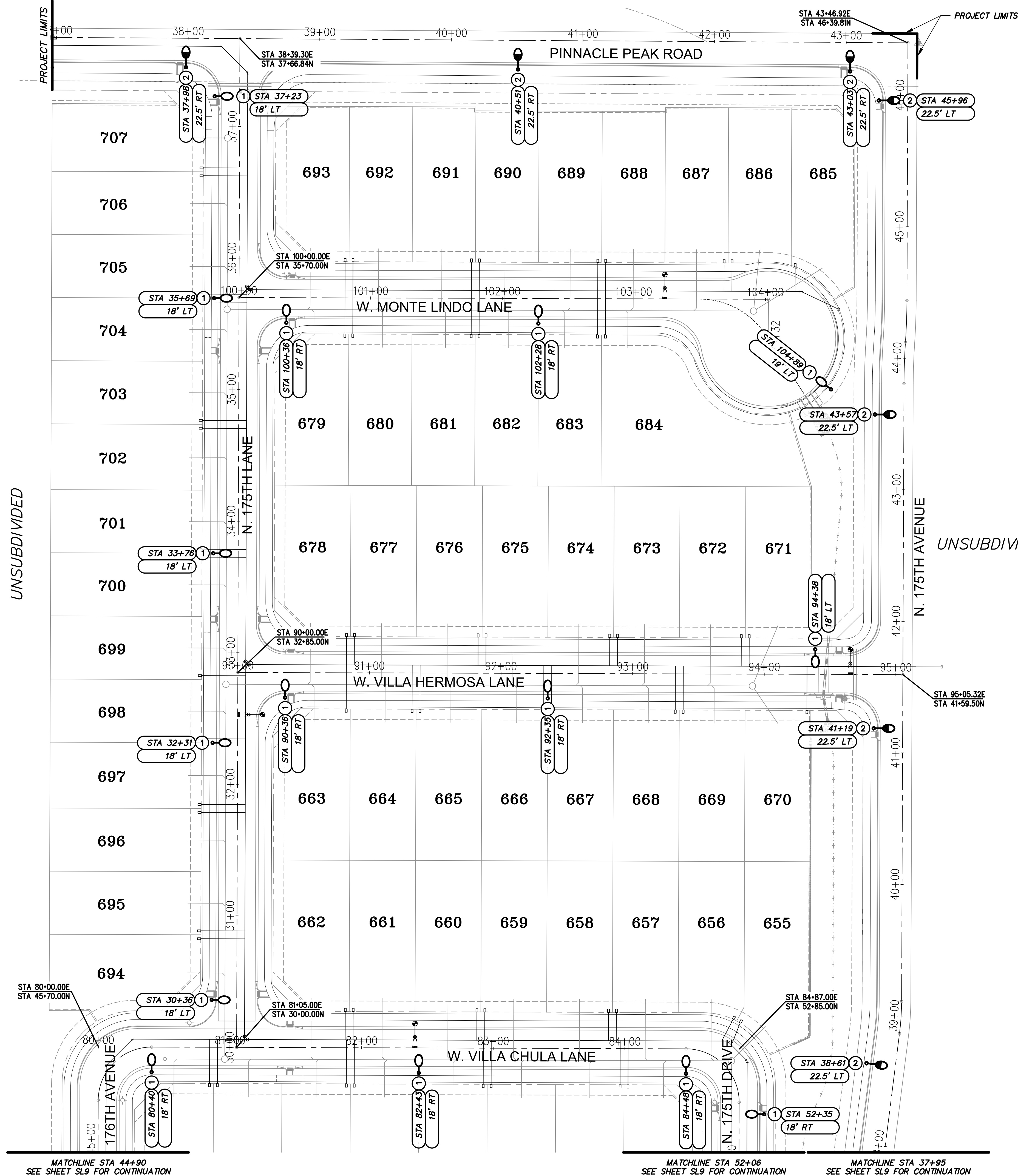
PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA**

SHEET TITLE
**STREET LIGHTING
PLAN VIEW - VI**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL7	SHEET 7 OF 11
SCALE AS SHOWN	DRAWN: BPR	PROJ No. 18009	
CHECKED: DAR			

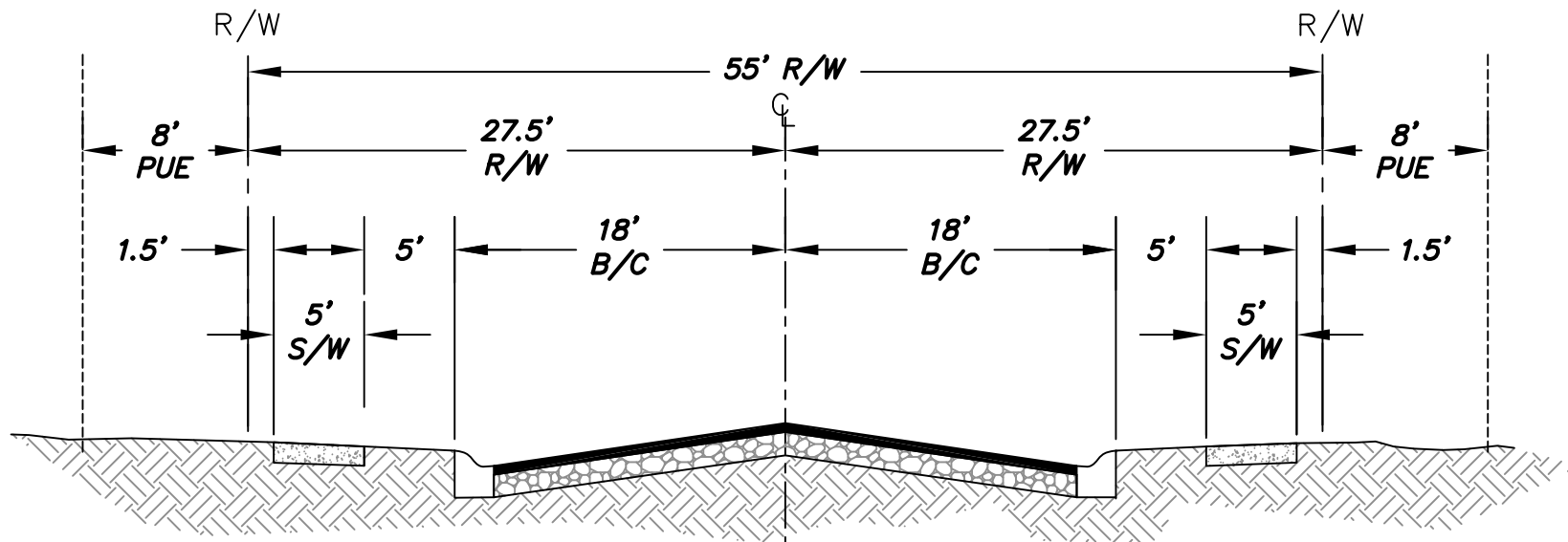
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UNSUBDIVIDED



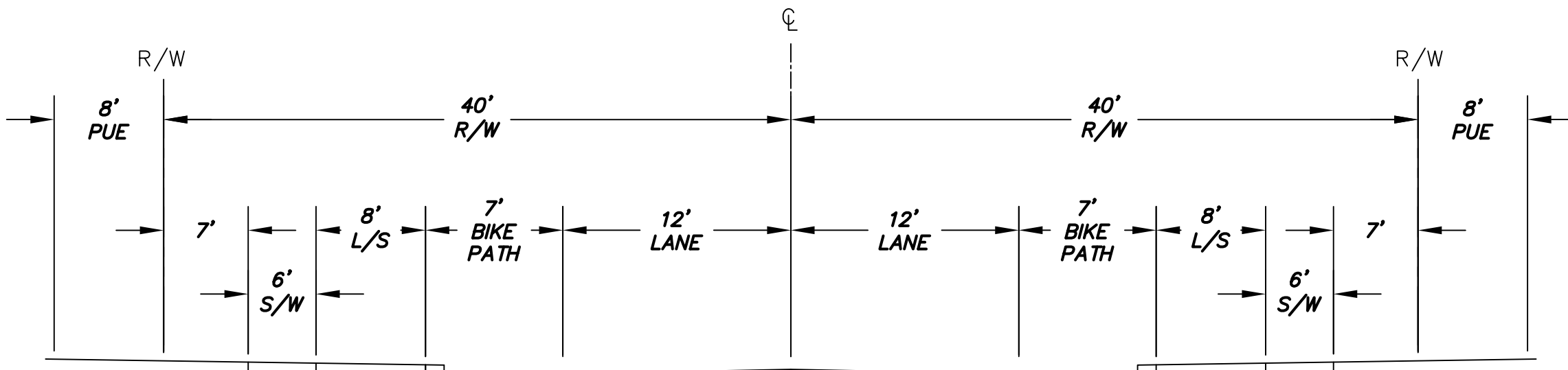
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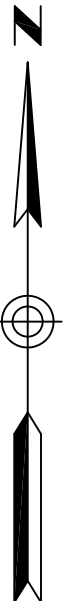
TYPICAL LOCAL ROAD

N.T.S



TYPICAL COLLECTOR ROAD

N.T.S



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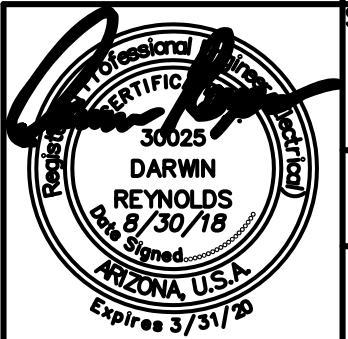
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

DARCOR
ELECTRICAL CONSULTING ENGINEERS
7800 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
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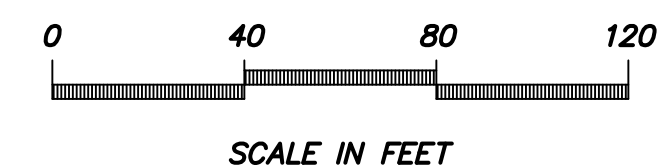
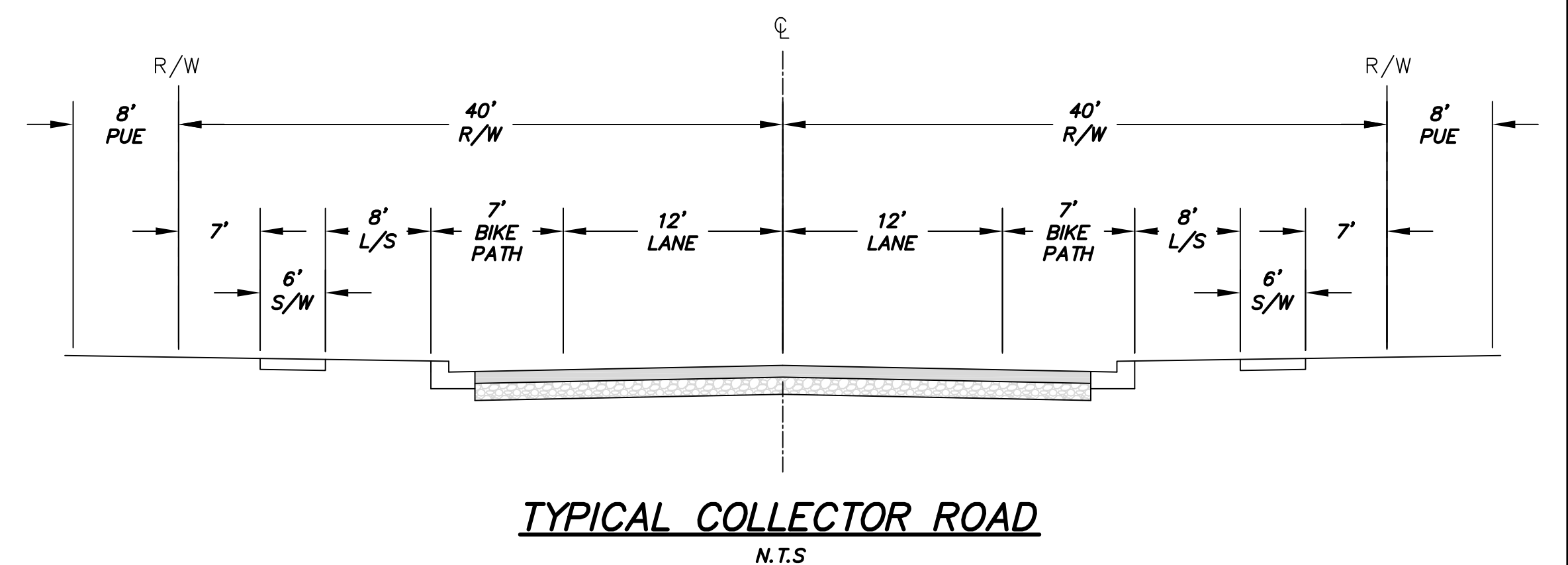
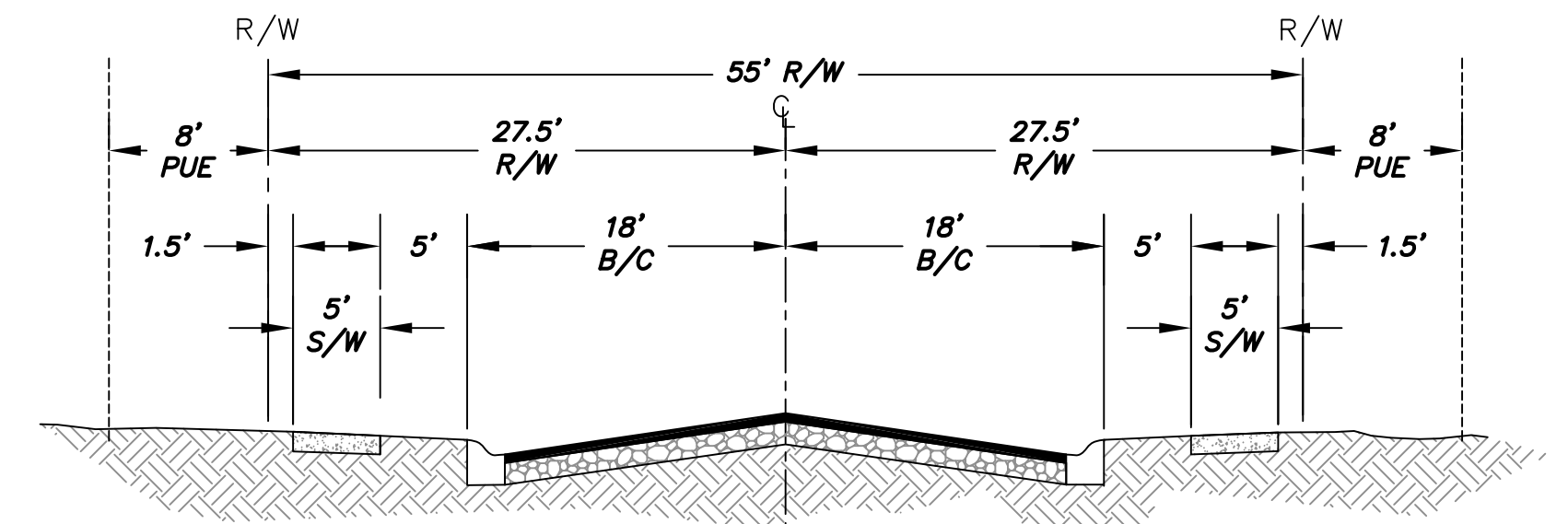
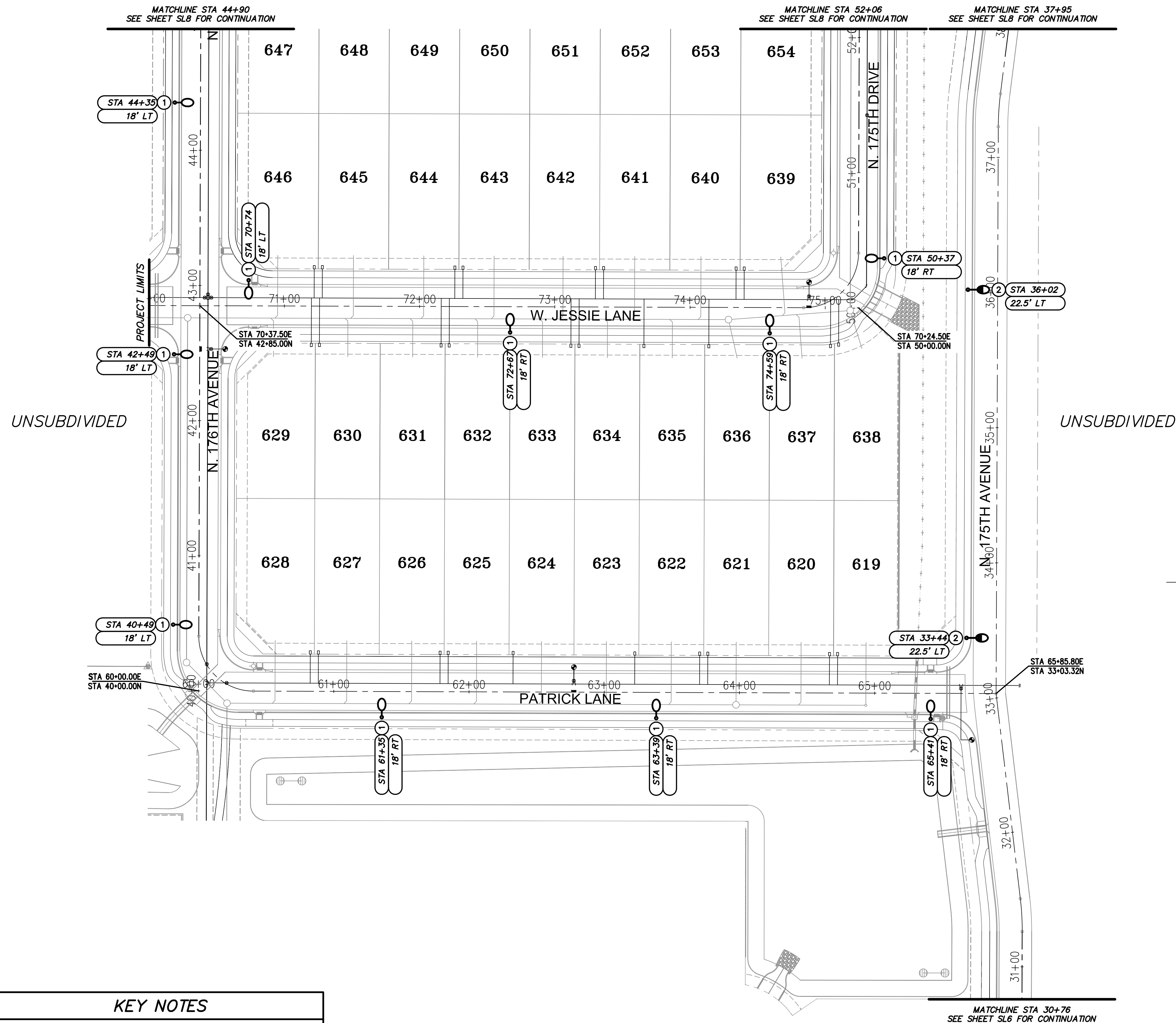
PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA**

SHEET TITLE
**STREET LIGHTING
PLAN VIEW - VII**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL8	SHEET 8
SCALE AS SHOWN	DRAWN: BPR	PROJ No. 18009	OF 11
CHECKED: DAR			

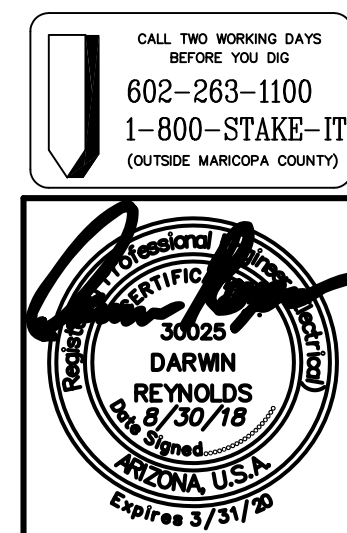


Saved: Aug 30, 2018 File: 18009-P1A-SL9.dwg Drafter: Brandon Rickard

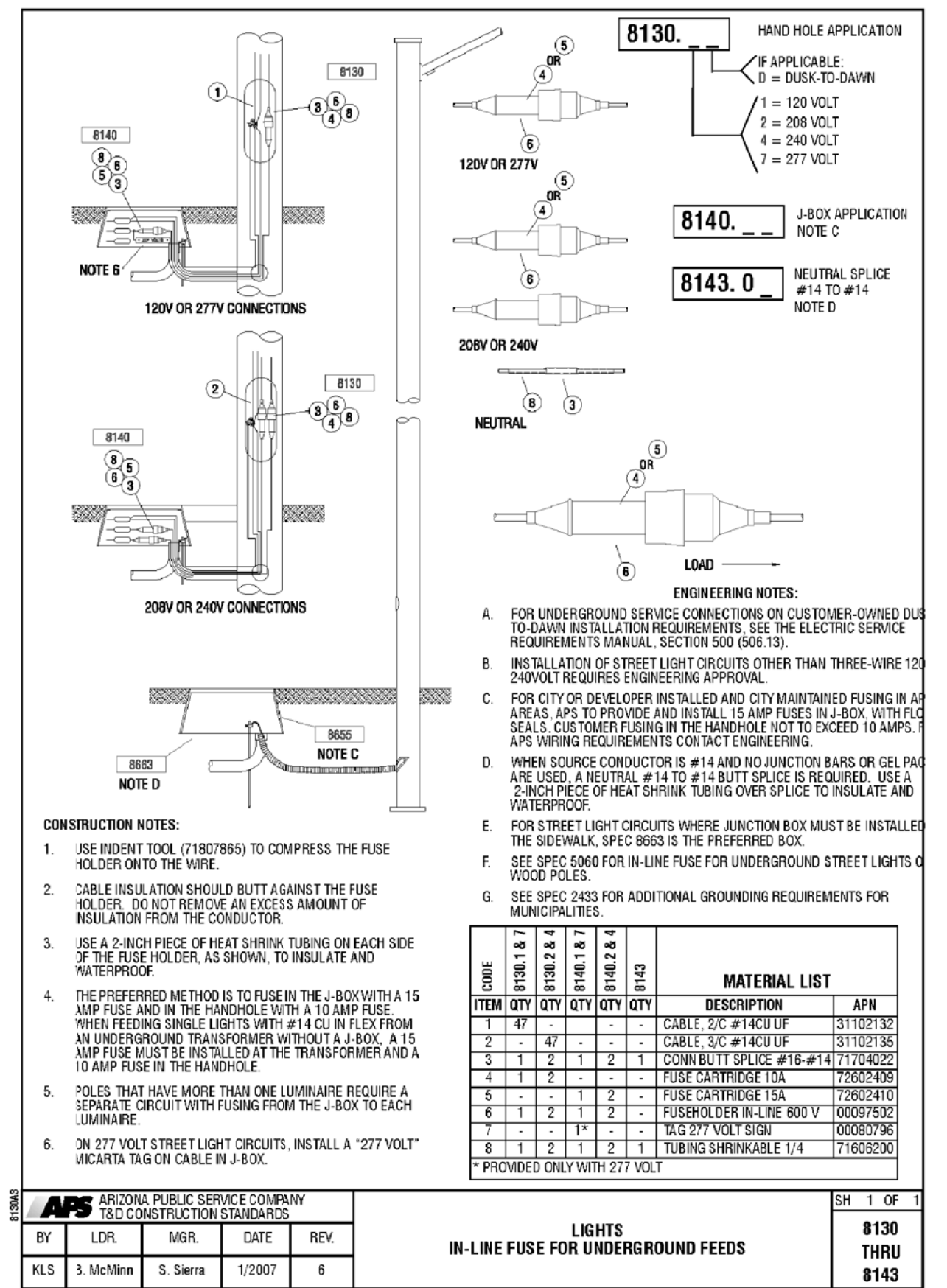
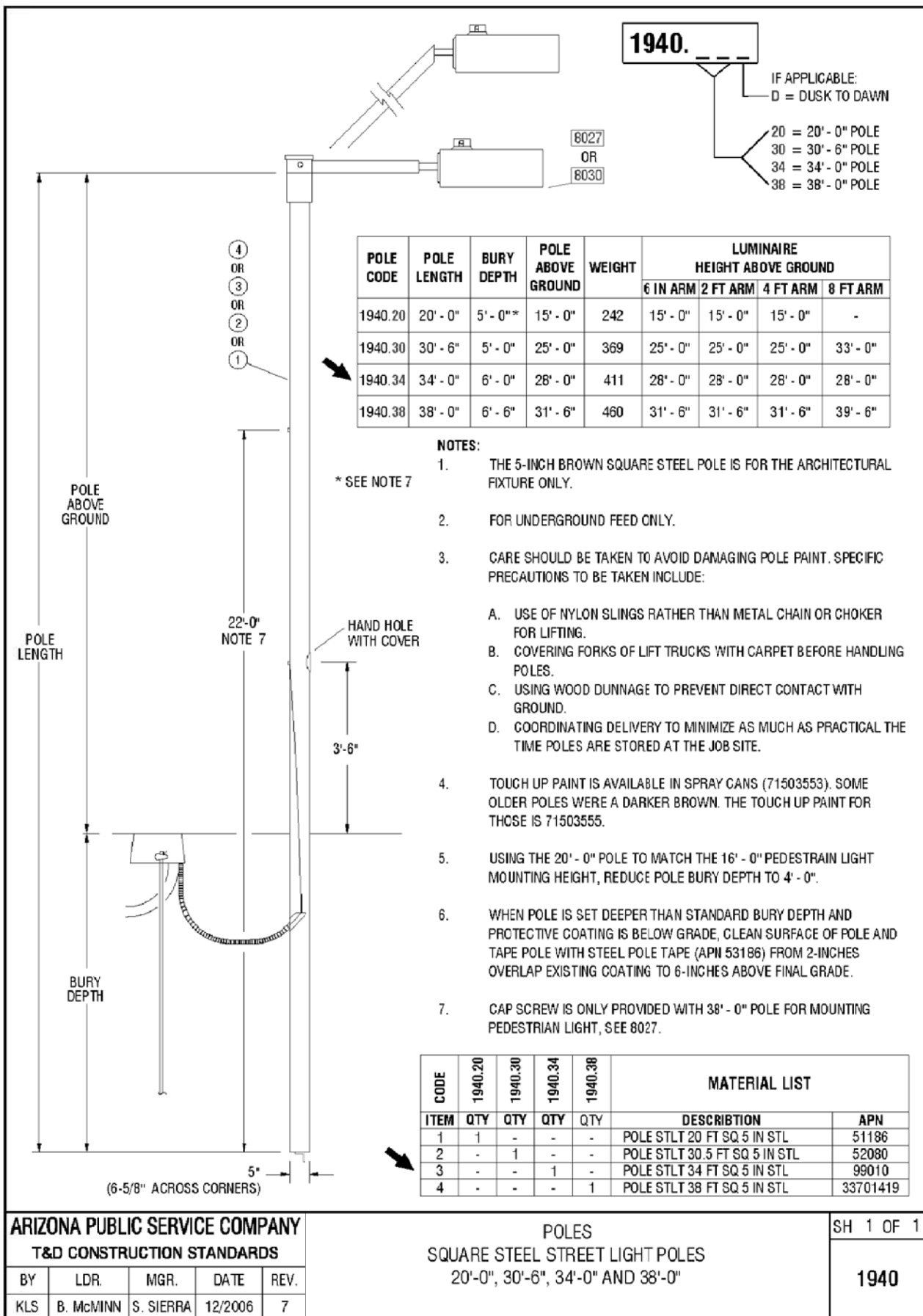
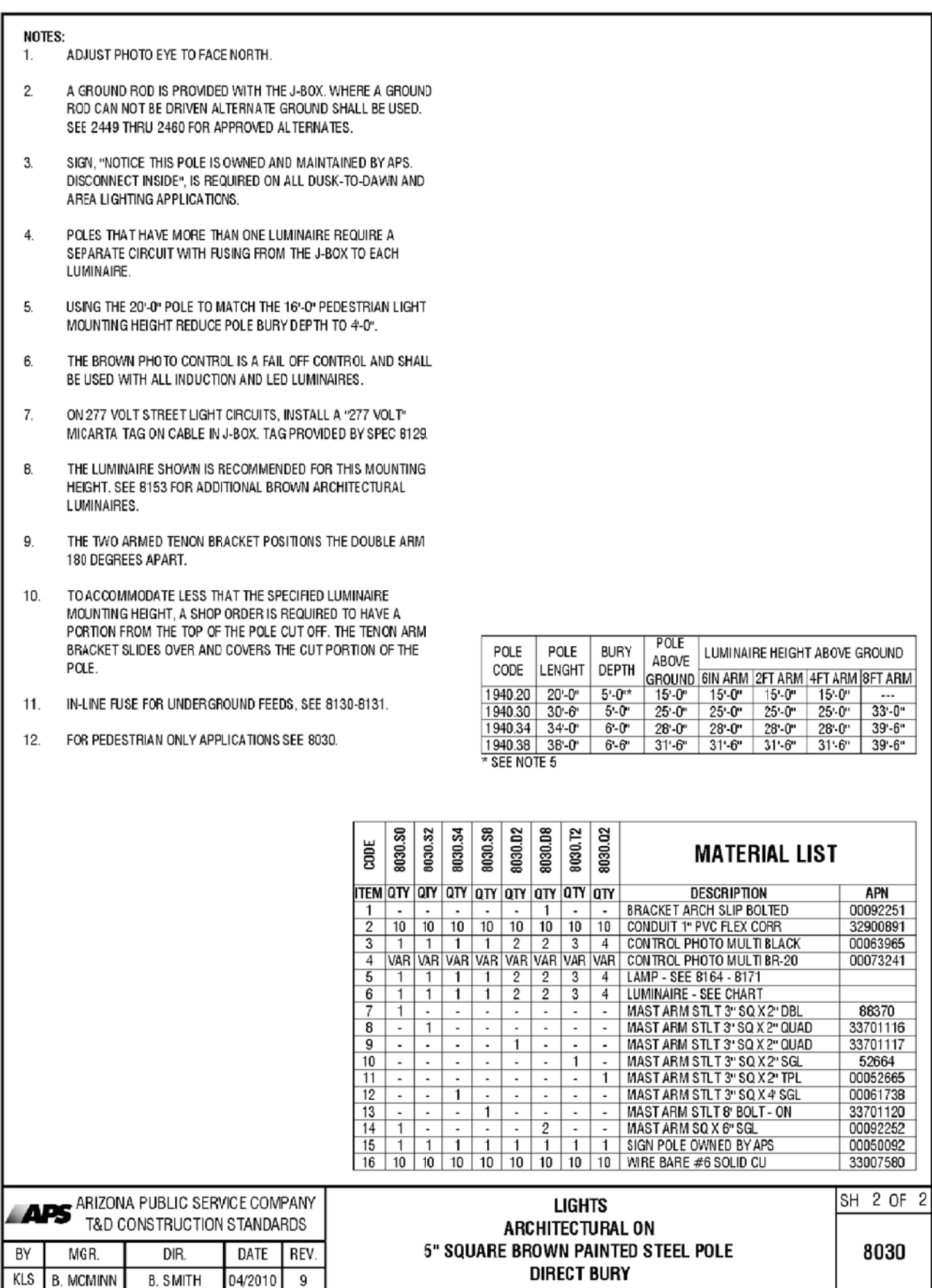
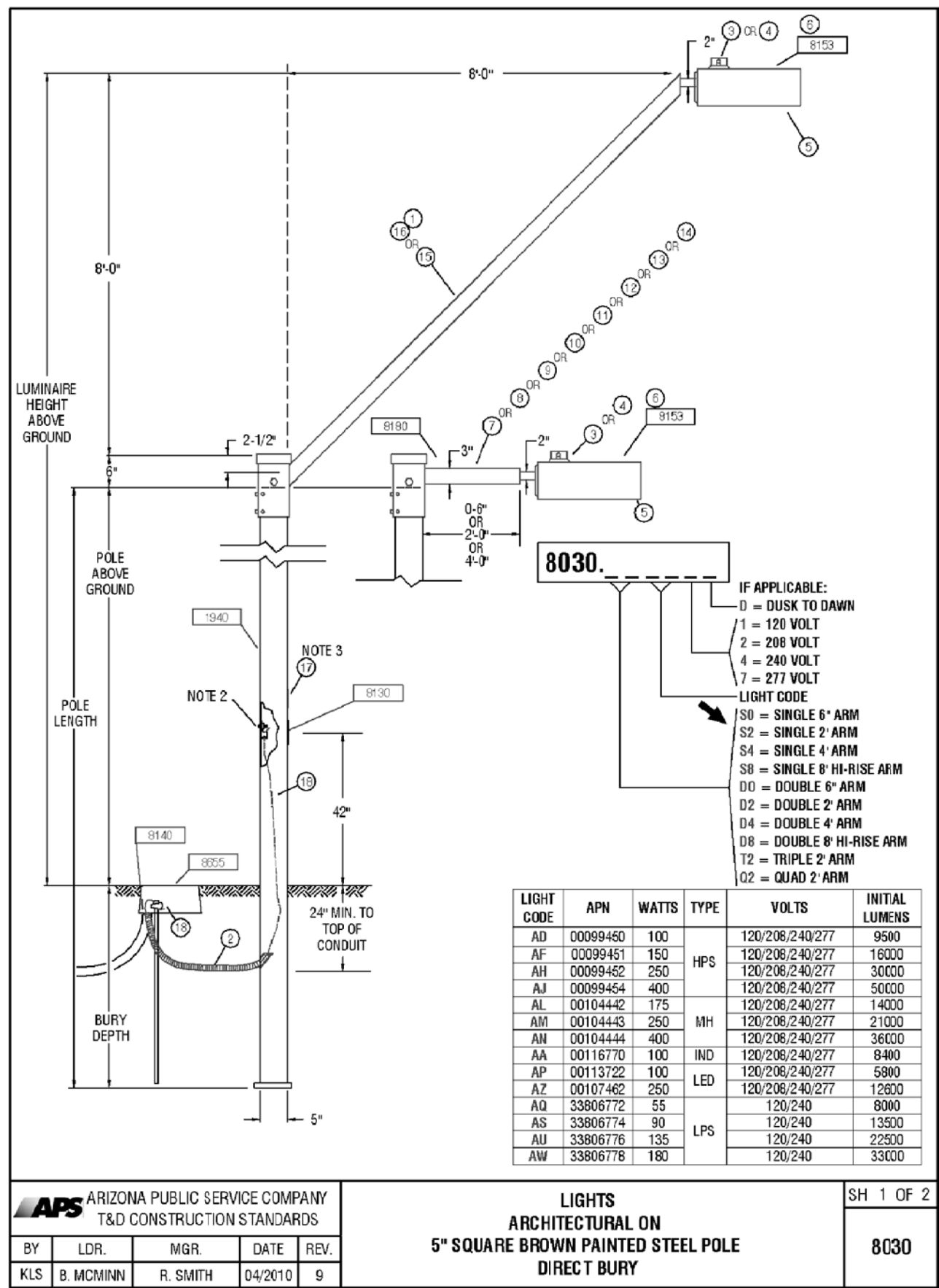


- KEY NOTES**
1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.
 2. INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL10.

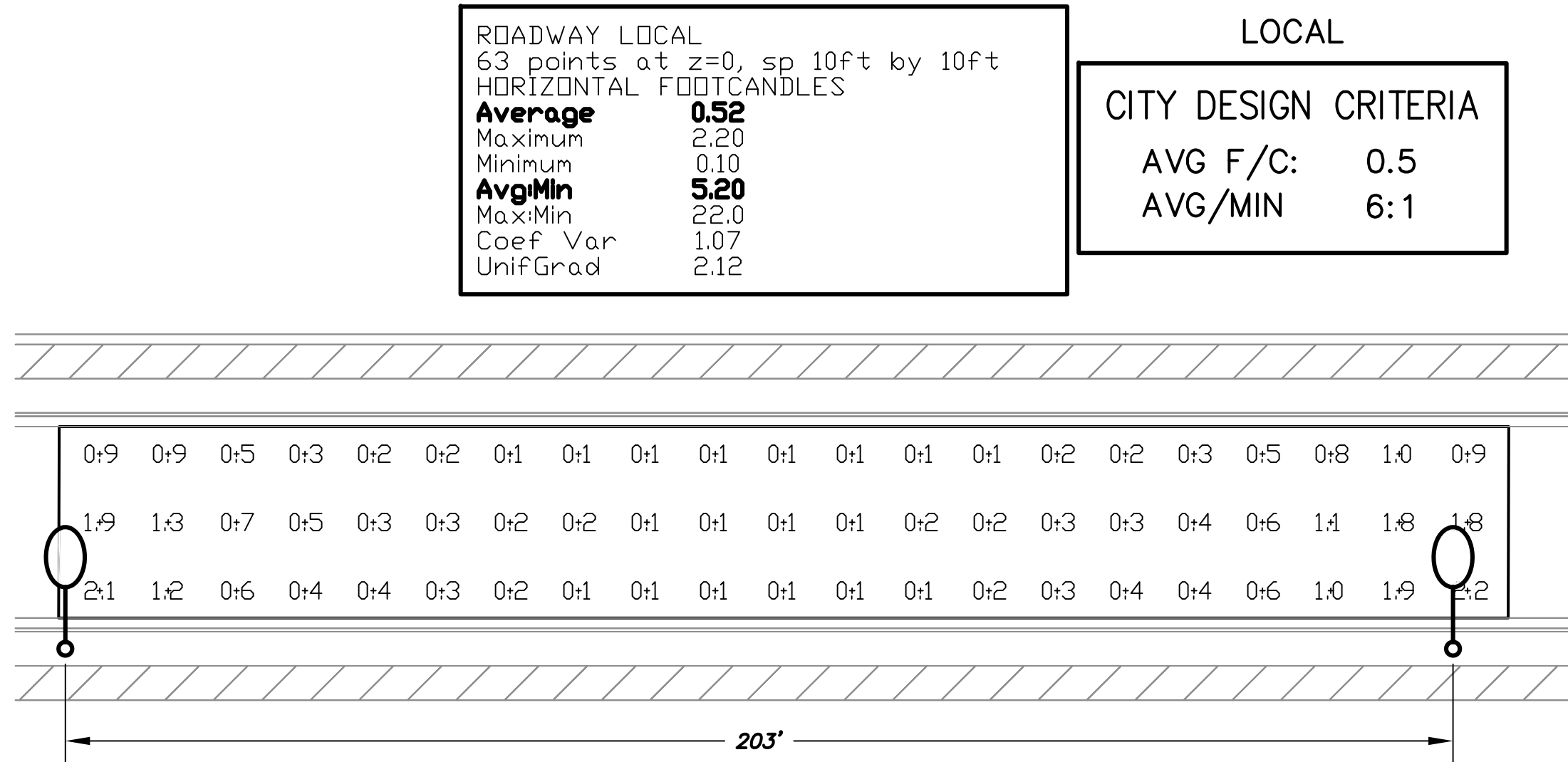
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



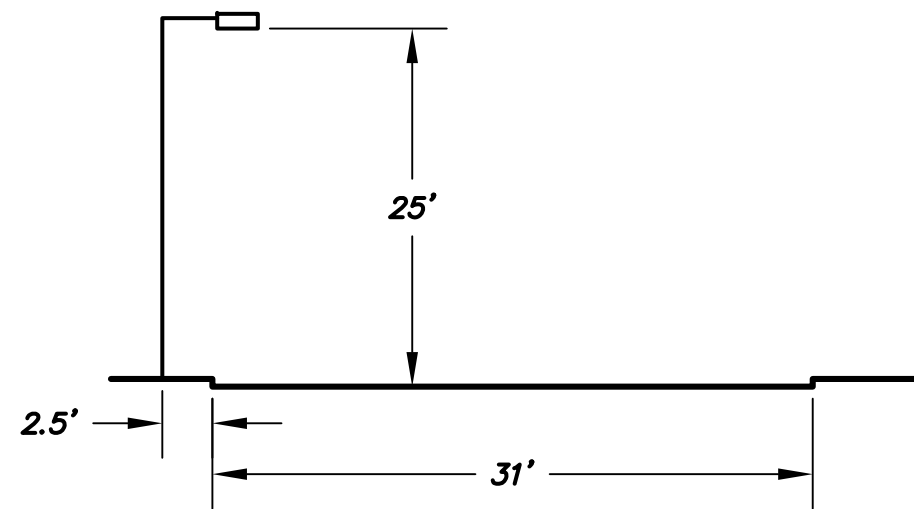
DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 1A - PARCEL 12B, 13, 14 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - VIII			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL9	SHEET 9 OF 11
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	



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PROJECT TITLE			
AUSTIN RANCH EAST - PHASE 1A - PARCEL 12B, 13, 14 SURPRISE, ARIZONA			
SHEET TITLE			
STREET LIGHTING DETAILS			
DATE	DESIGNED: DAR	DWG No.	SHEET
AUG 2018	DRAWN: BPR	SL10	10
SCALE			PROJ No.
AS SHOWN	CHECKED: DAR	18009	

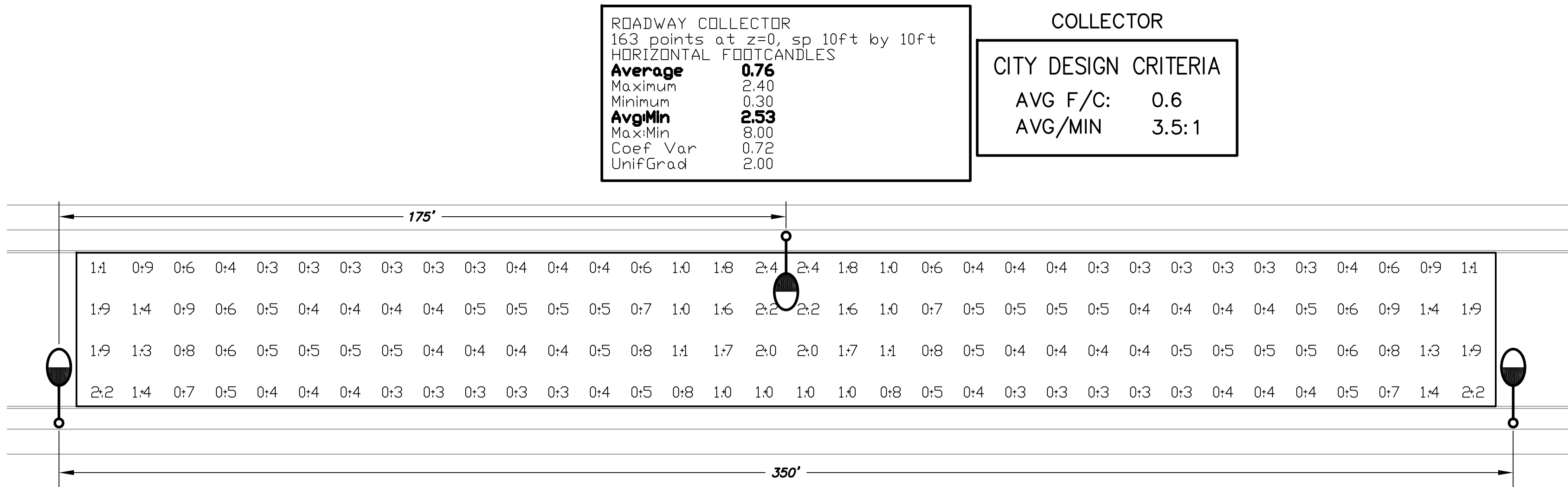


WORST CASE SPACING FOR 31' WIDE ROADWAY
(LOCAL) (41W) (25' H)

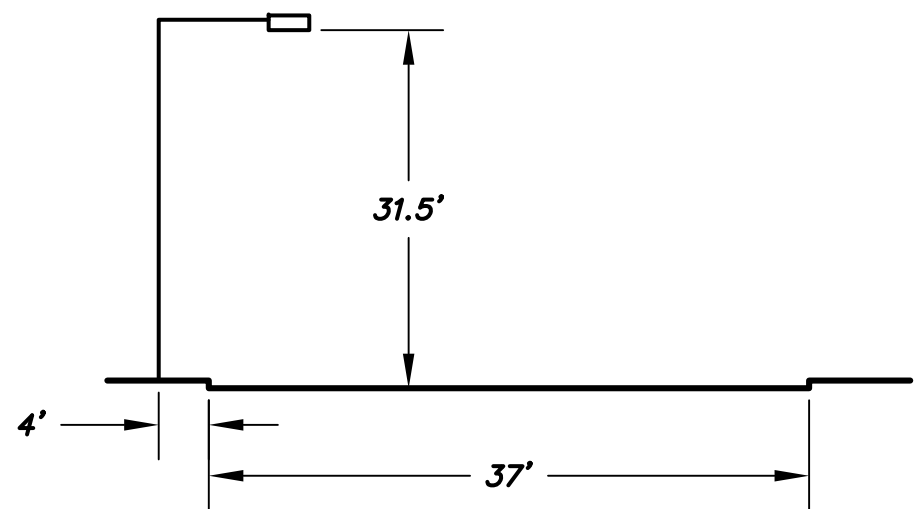


LUMINAIRE INPUT DATA
 GE Lighting Solutions
 lamp(s): LED
 candela file "ERL1_05E130-120-277V.IES"
 1 lamp(s) per luminaire, 4,800 initial lumens per lamp
 Light Loss Factor = 0.9, watts per luminaire = 41
 Outreach (from mounting axis to photometric center)= 30 in
 mounting height= 25 ft

APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

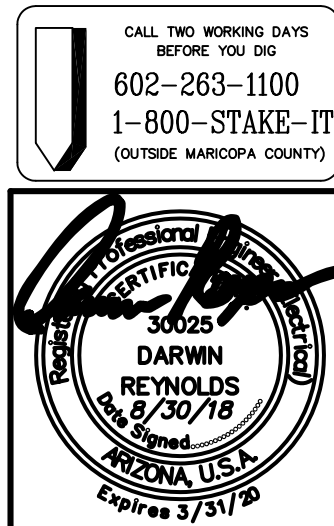


WORST CASE SPACING FOR 37' WIDE ROADWAY
(COLLECTOR) (88W) (31.5' H)



LUMINAIRE INPUT DATA
 GE Lighting Solutions
 lamp(s): LED
 candela file "ERL1_08E140.IES"
 1 lamp(s) per luminaire, 8,500 initial lumens per lamp
 Light Loss Factor = 0.9, watts per luminaire = 88
 Outreach (from mounting axis to photometric center)= 48 in
 mounting height= 31.5 ft

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES



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CALL TWO WORKING DAYS
BEFORE YOU DIE
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1A -
PARCEL 12B, 13, 14 SURPRISE, ARIZONA**

SHEET TITLE
**ROADWAY PHOTOMETRIC
CALCULATIONS**

DATE AUG 2018	DESIGNED: DAR	DWG No. P1	SHEET 11
SCALE N/A	DRAWN: BPR	PROJ No. 18009	OF 11
	CHECKED: DAR		

File: 18009-PIB-SL1.dwg
Saved: Aug 30, 2018
Drafter: Brandon Rickerd

DARCOR GENERAL NOTES

- A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.
- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
- C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.
- E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 41 WATT / 4,800 LUMEN AND THE 88 WATT / 8,500 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID)

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

CITY OF SURPRISE
GENERAL ENGINEERING NOTES

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

STREET LIGHTING PLANS
FOR
AUSTIN RANCH EAST
PHASE 1B

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, AND A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEVELOPER

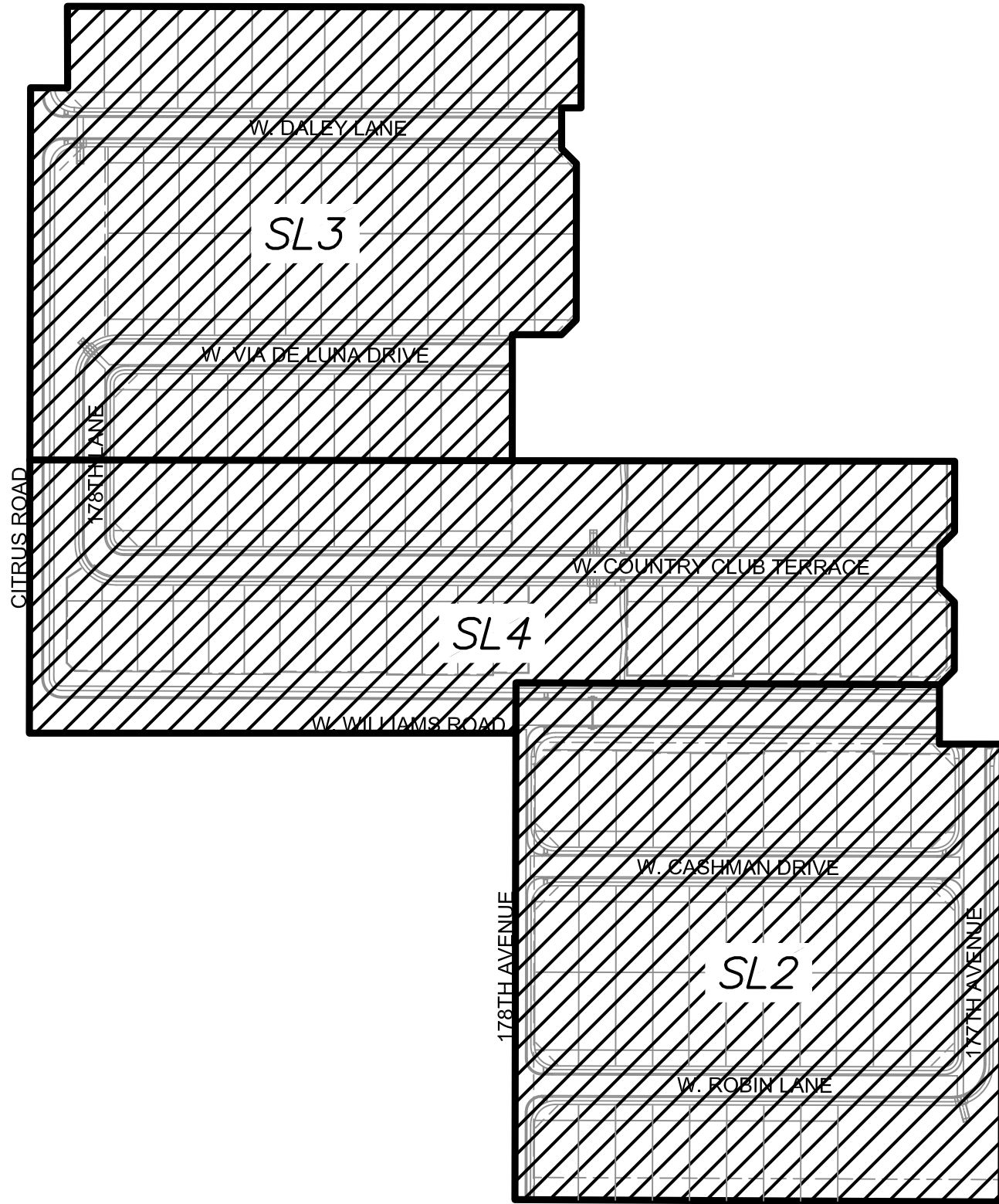
COURTLAND HOMES, INC.
4160 W. KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7575
CONTACT: HANS KOPPENHOEFER

CIVIL ENGINEER

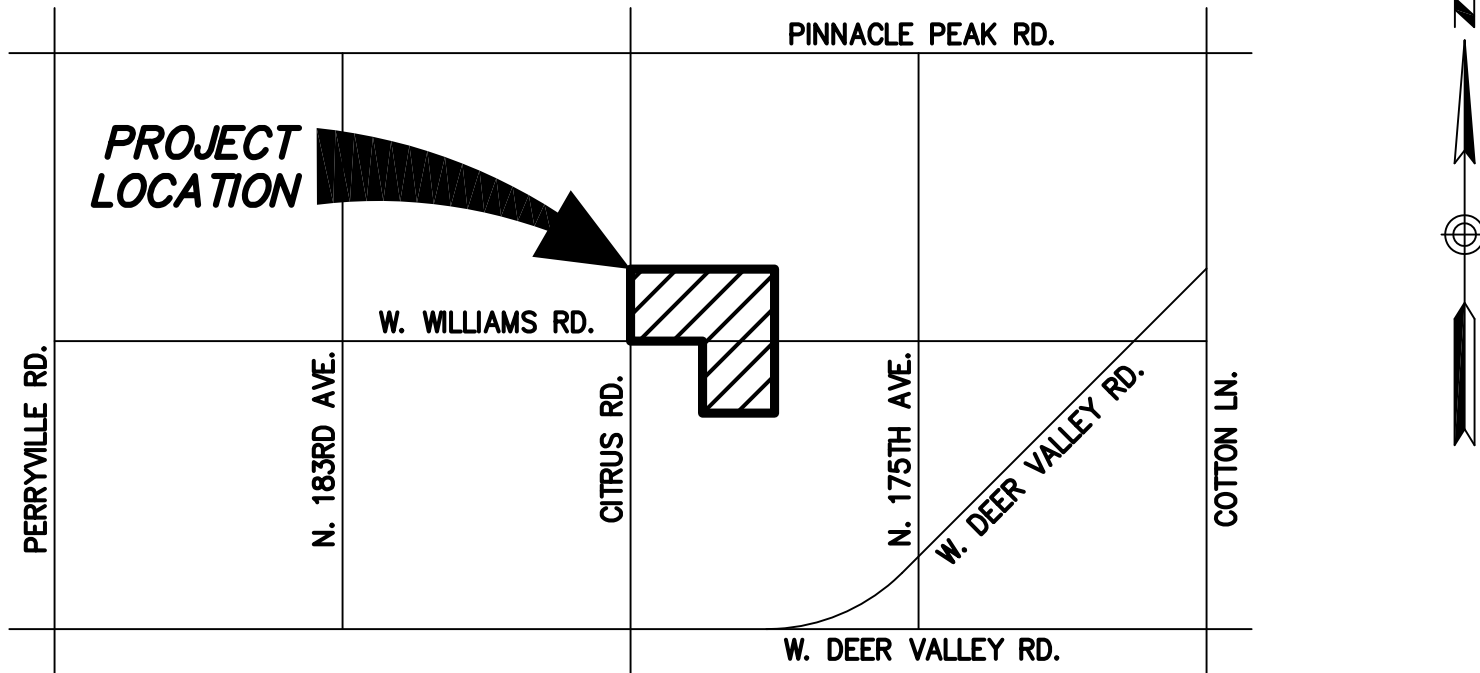
ENTELLUS, INC.
3033 N. 44TH STREET, STE 250
PHOENIX, ARIZONA 85018
PHONE: (602) 244-2566
CONTACT: MICHAEL R. GLEASON, P.E.

ELECTRICAL ENGINEER

DARCOR & ASSOCIATES
7600 N. 16TH STREET, STE 212
PHOENIX, AZ 85020
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.



KEY MAP
NTS



VICINITY MAP
NTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING PLAN VIEW - I
SL3	STREET LIGHTING PLAN VIEW - II
SL4	STREET LIGHTING PLAN VIEW - III
SL5	STREET LIGHTING DETAILS
P1	TYPICAL STREET PHOTOMETRICS

LEGEND & QUANTITIES LIST

QUANTITY	SYMBOL	DESCRIPTION
28		41W LED (4,800 LUMENS) STREET LIGHT
13		88W LED (8,500 LUMENS) STREET LIGHT

UTILITIES

UTILITY	UTILITY COMPANY	TELEPHONE NUMBER	DATE SENT/SIGNED
ELECTRIC	APS	602-263-1100	6/14/2018
CATV/TELEPHONE	COX	623-328-3554	7/24/2018
CATV/TELEPHONE	CENTURY LINK	480-681-4062	6/14/2018
NATURAL GAS	SOUTHWEST GAS	480-730-3855	6/14/2018
WATER	BEARDSLEY WATER CO.	623-975-2424	7/9/2018

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE

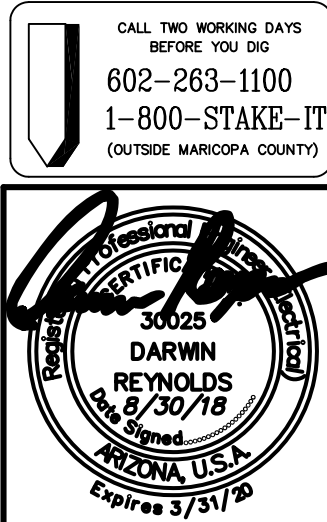
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ELECTRICAL CONSULTING ENGINEERS
7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2699
WWW.DARCORINC.COM

PROJECT TITLE
AUSTIN RANCH EAST - PHASE 1B -
PARCEL 12B, 12C - SURPRISE, ARIZONA

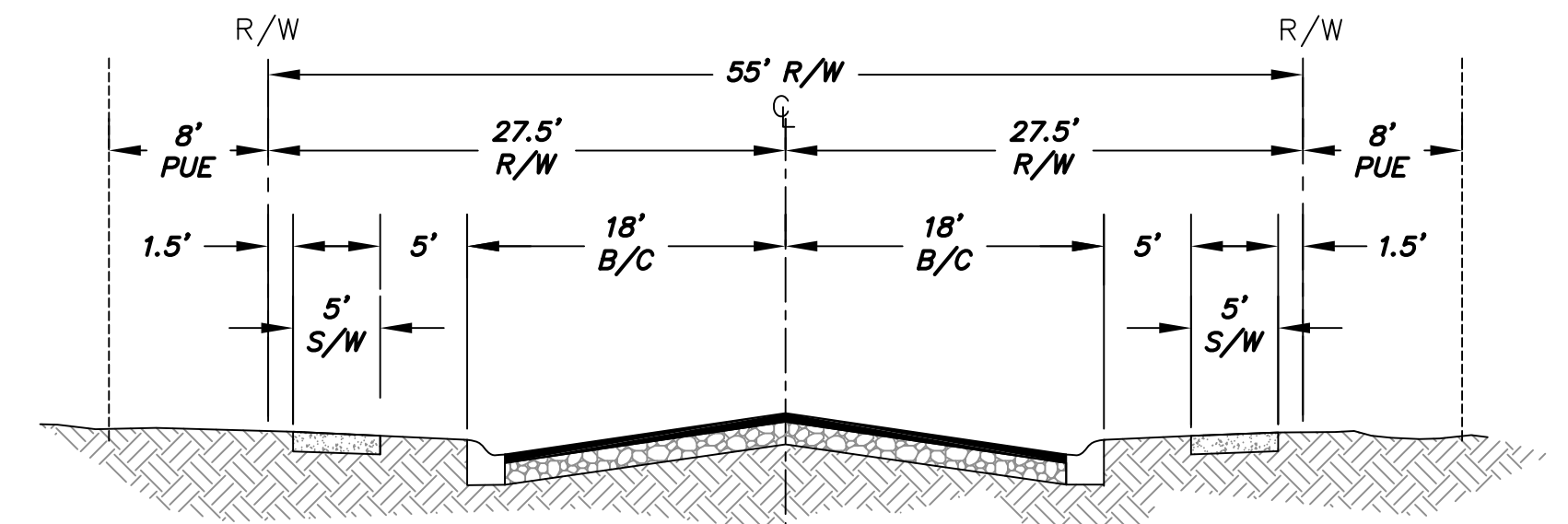
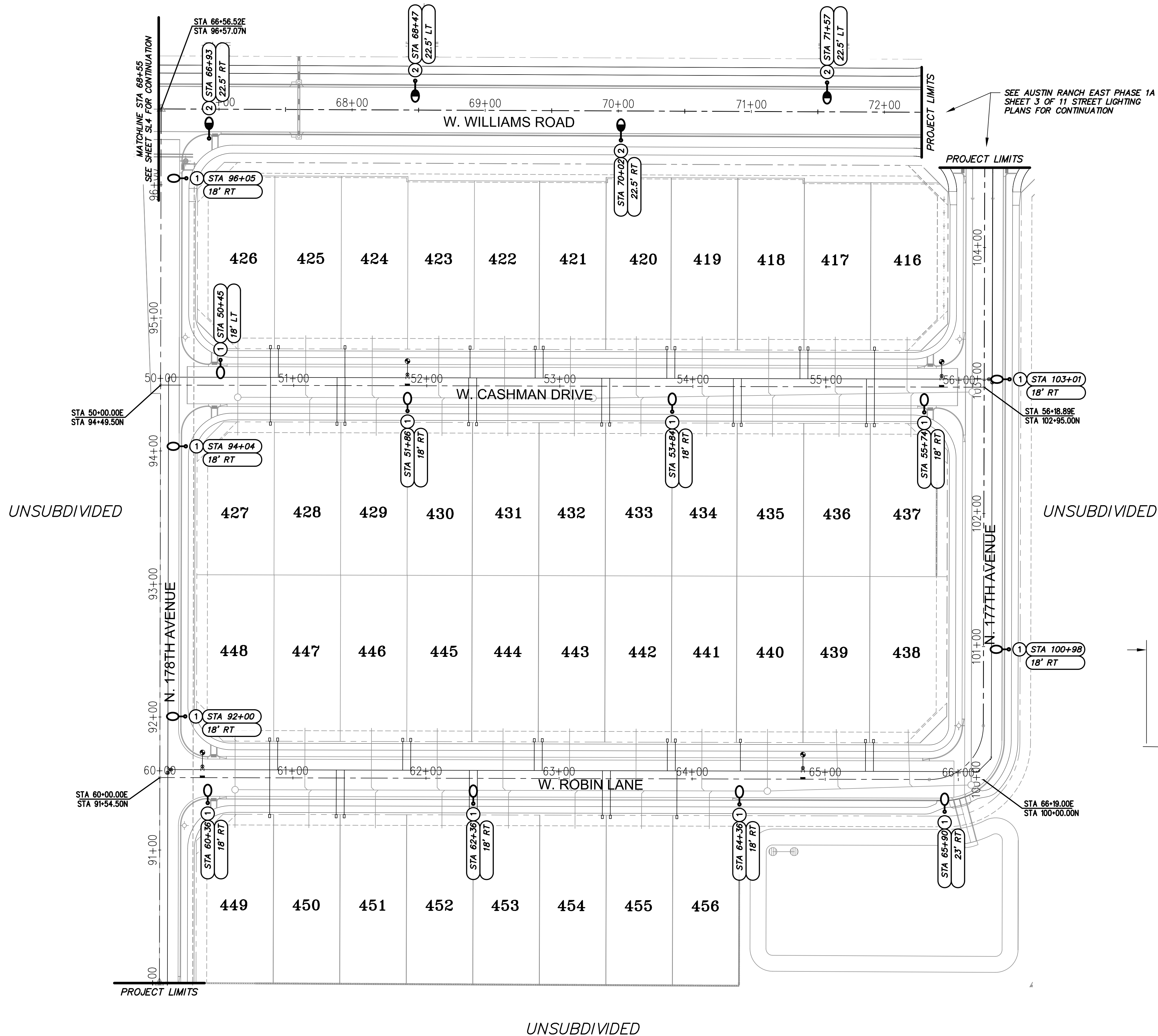
SHEET TITLE
STREET LIGHTING
COVER SHEET

DATE AUG 2018	DESIGNED: DAR	DWG No. SL1	SHEET 1
SCALE N/A	DRAWN: BPR	PROJ No. 18009	OF 6
	CHECKED: DAR		

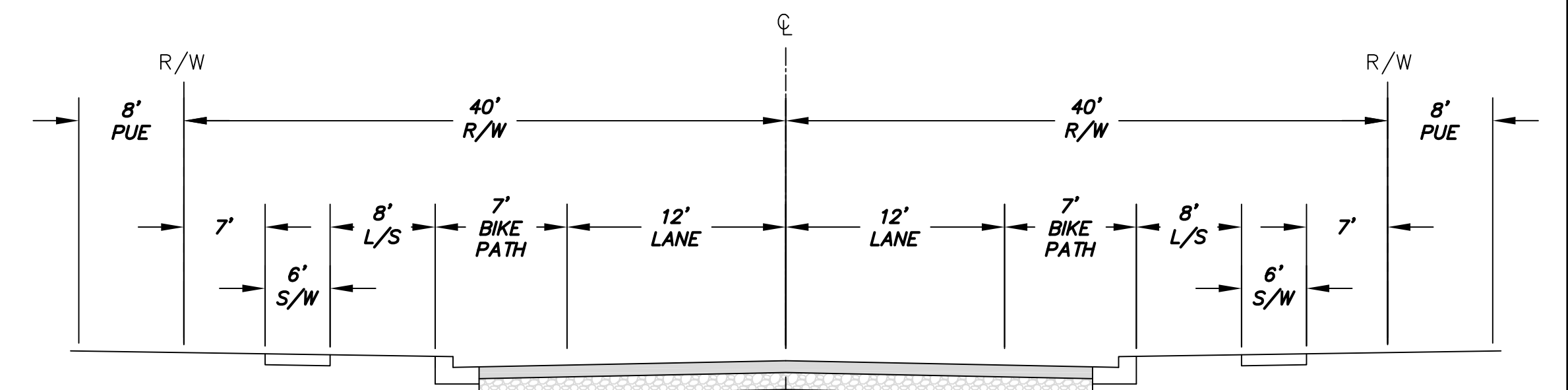


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Saved: Aug 30, 2018



TYPICAL LOCAL ROAD
N.T.S.

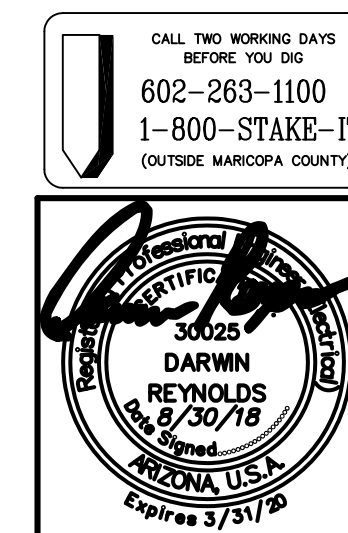
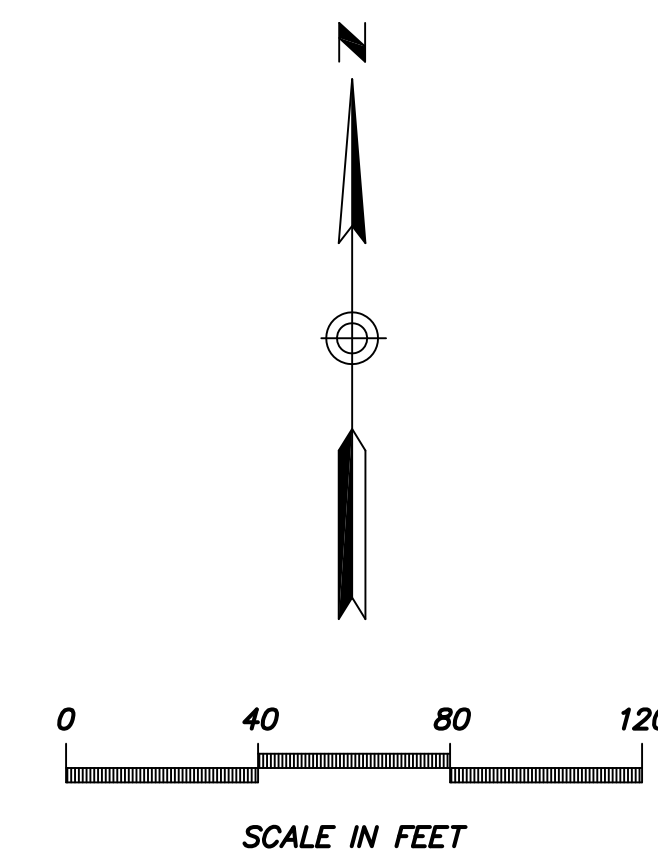


TYPICAL COLLECTOR ROAD
N.T.S.

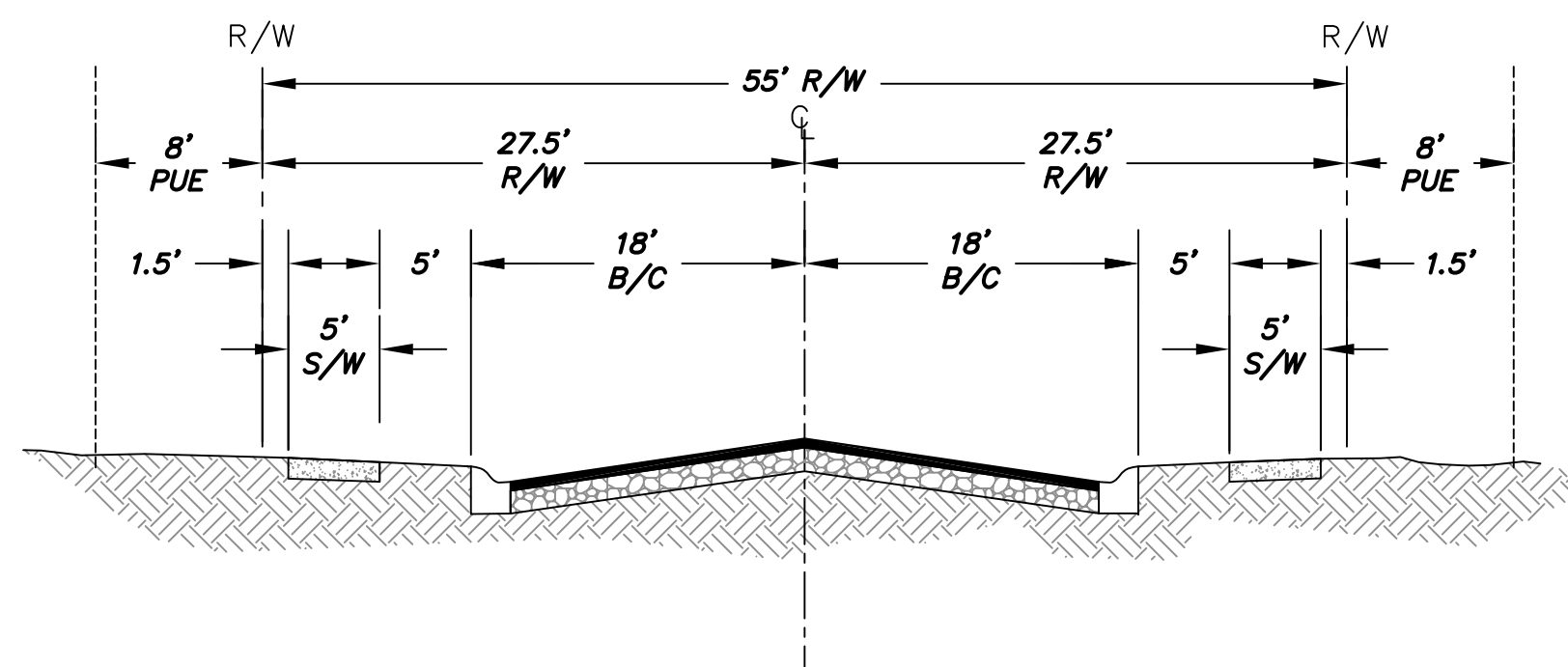
KEY NOTES

1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL3.
2. INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.

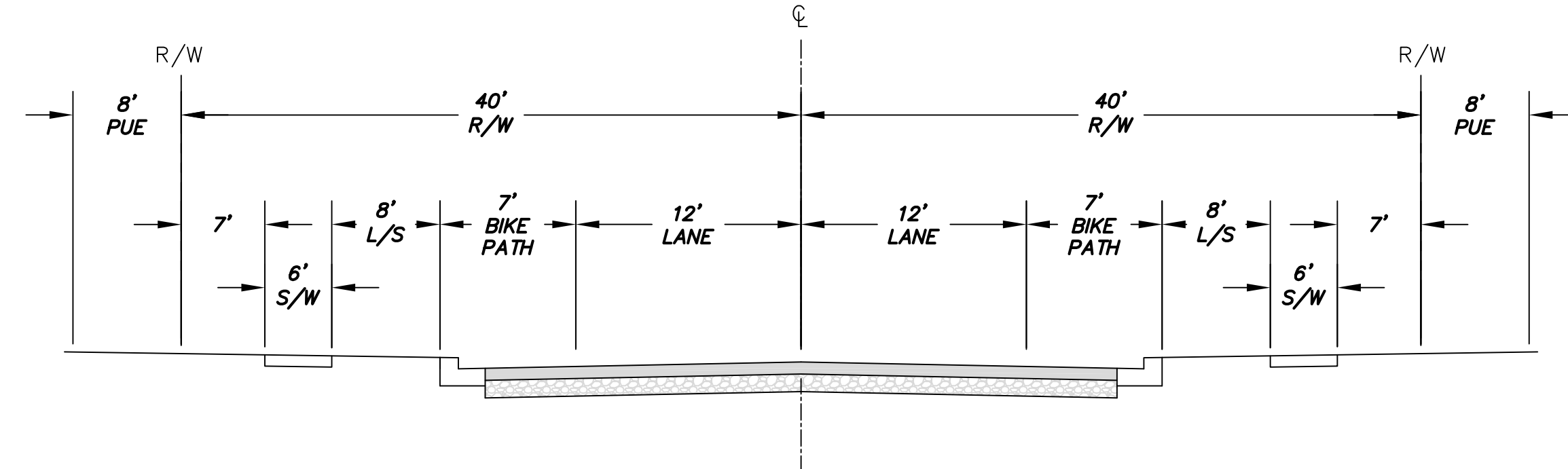
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



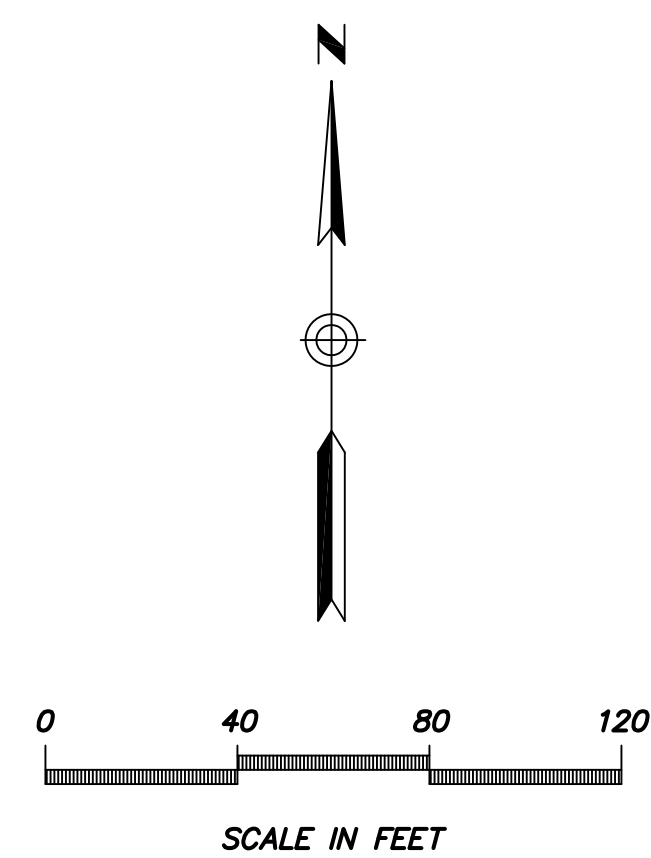
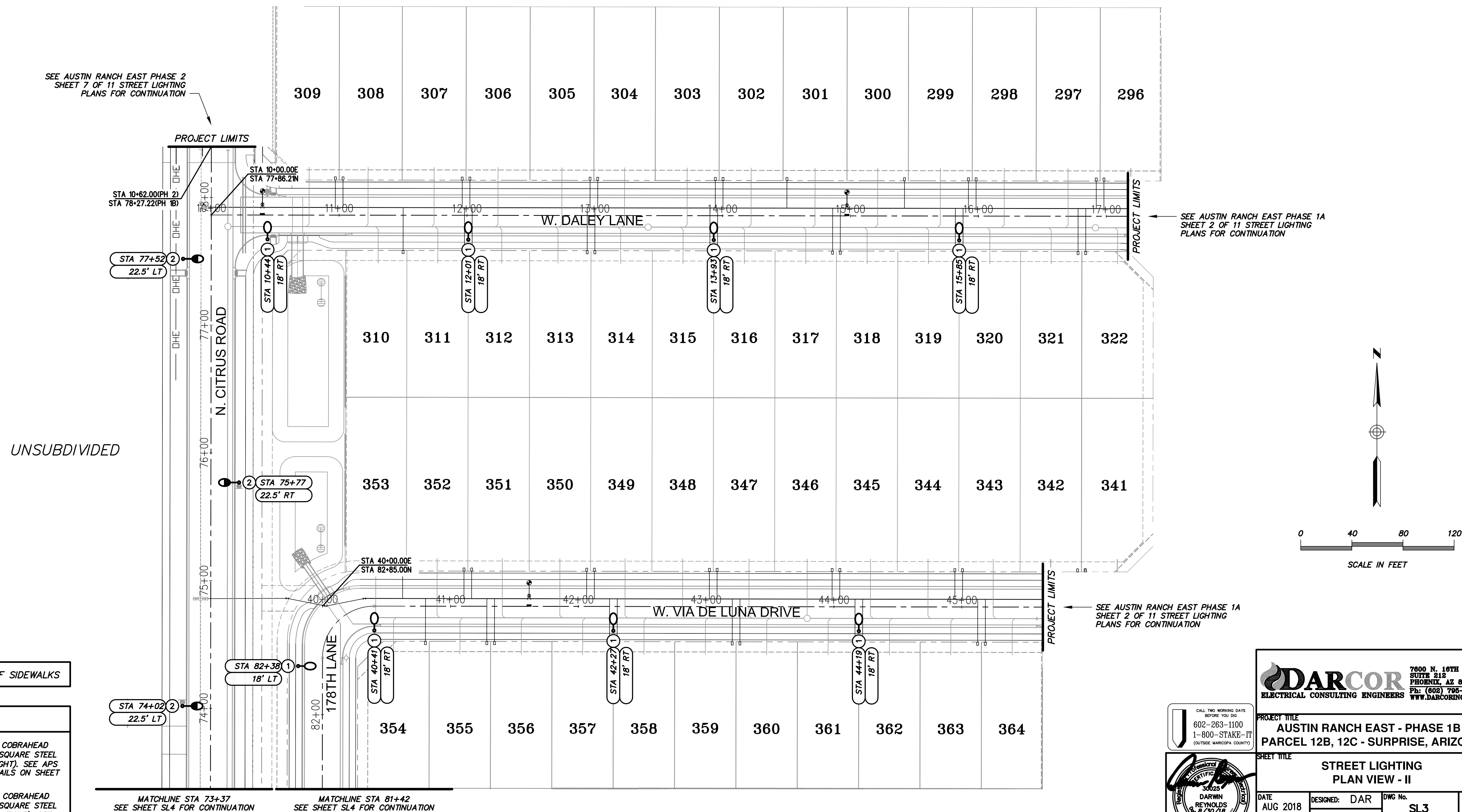
 ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 1B - PARCEL 12B, 12C - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - I			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL2	SHEET 2 OF 6
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	



TYPICAL LOCAL ROAD
N.T.S.



TYPICAL COLLECTOR ROAD
N.T.S.



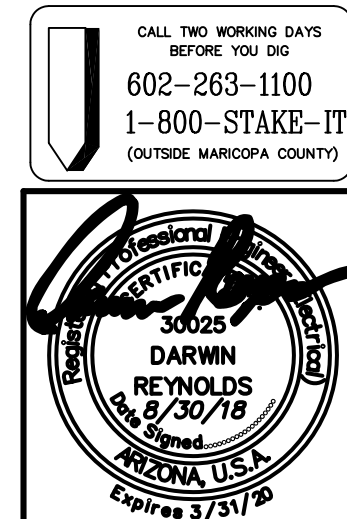
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

KEY NOTES

- INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.
- INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.

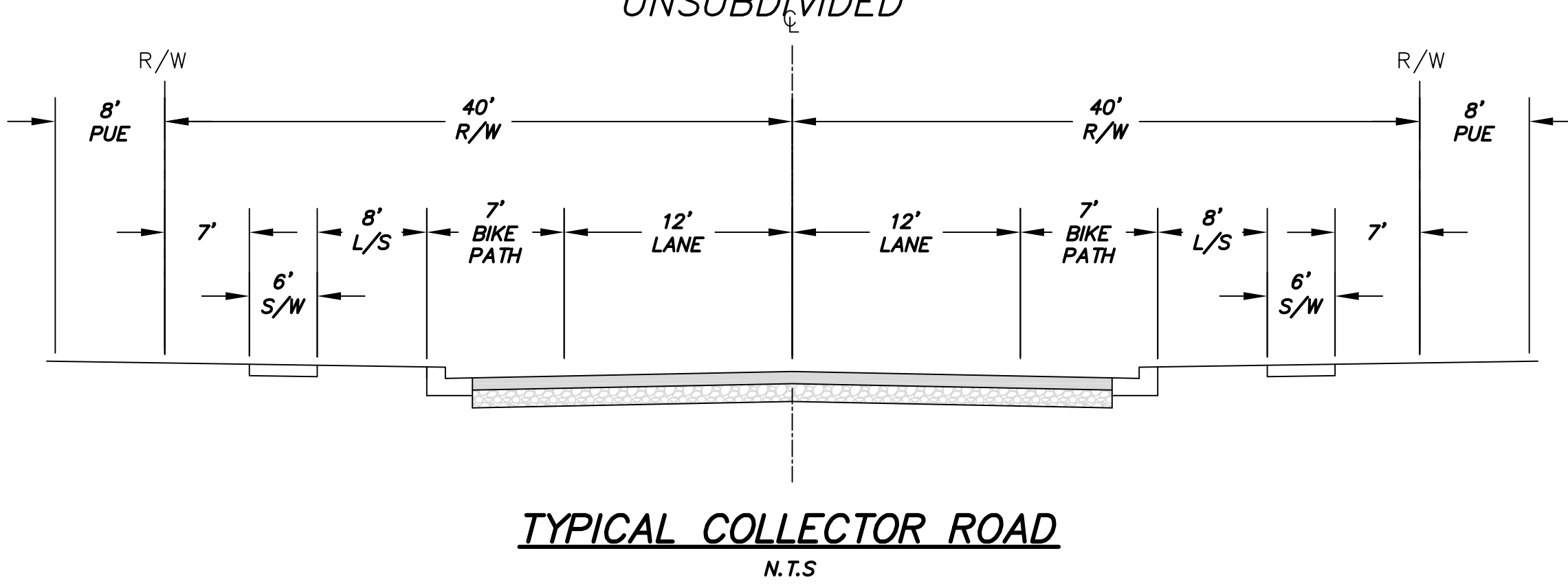
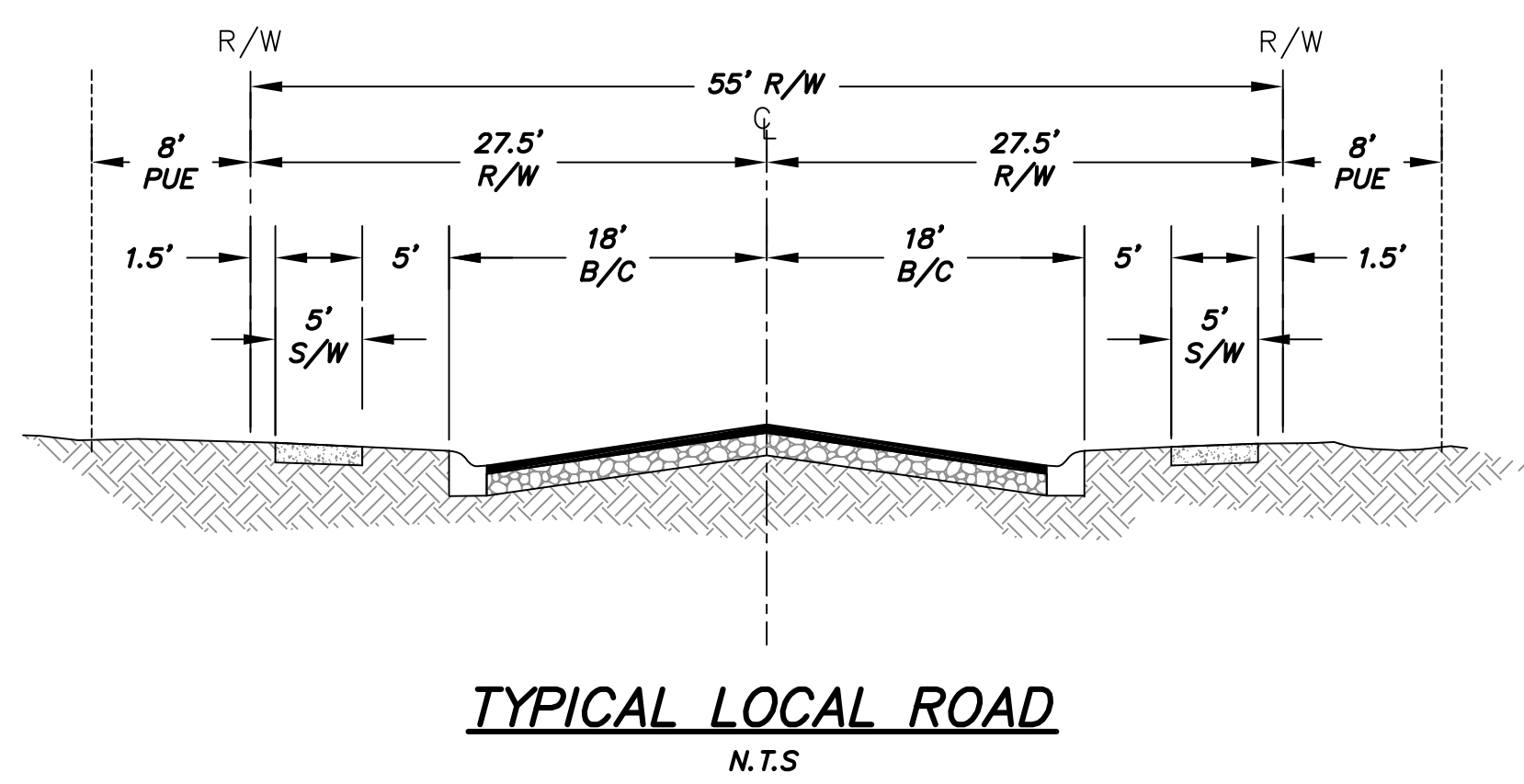
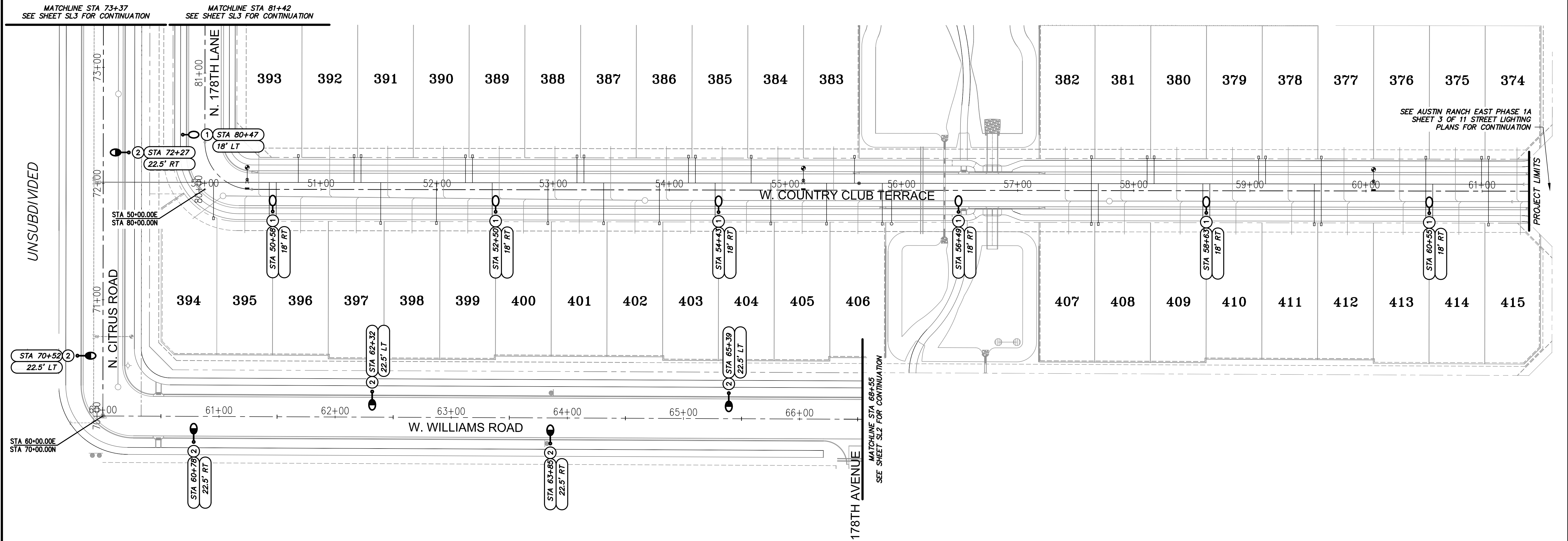
MATCHLINE STA 73+37
SEE SHEET SL4 FOR CONTINUATION

MATCHLINE STA 81+42
SEE SHEET SL4 FOR CONTINUATION



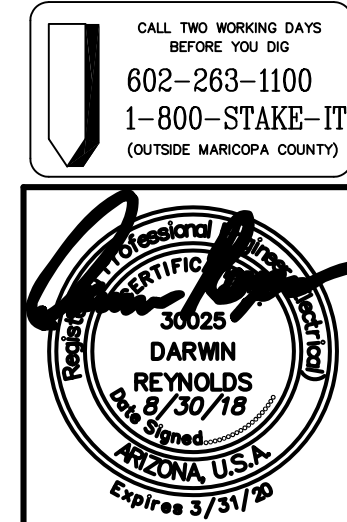
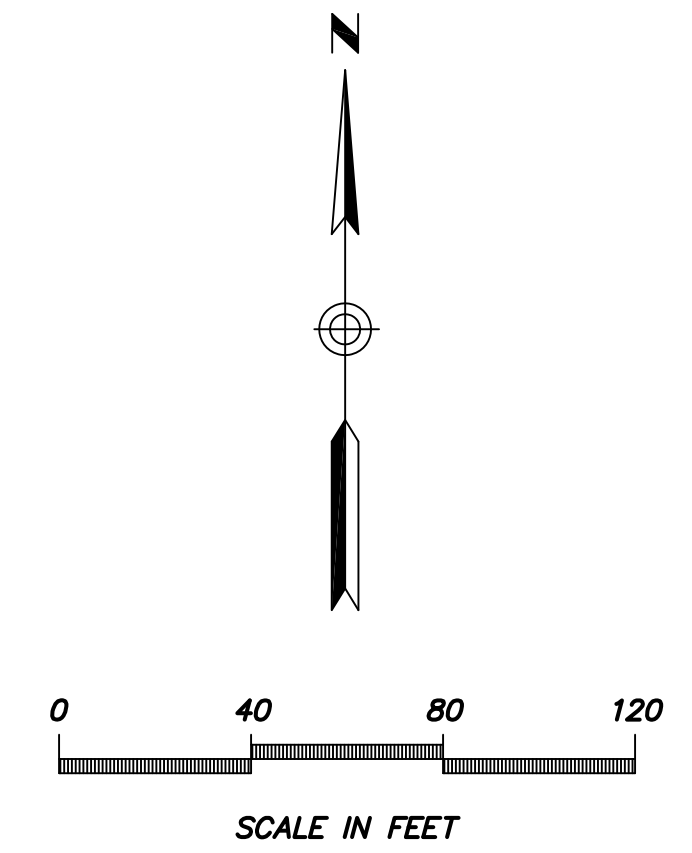
		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 1B - PARCEL 12B, 12C - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - II			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL3	SHEET 3 OF 6
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-PIB-SL4.dwg Drafter: Brandon Rickard

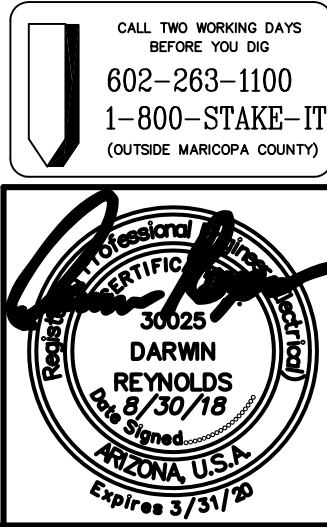
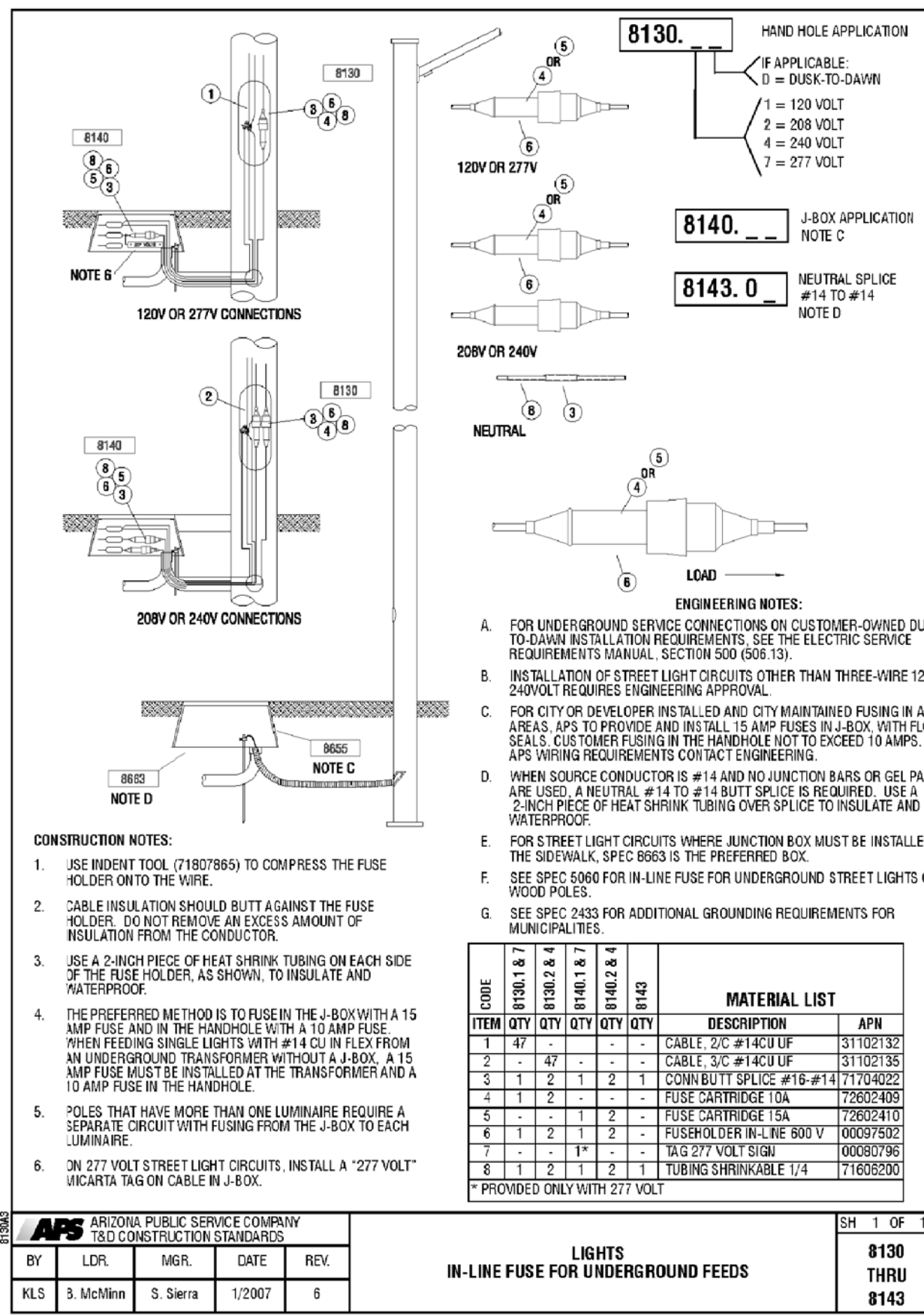
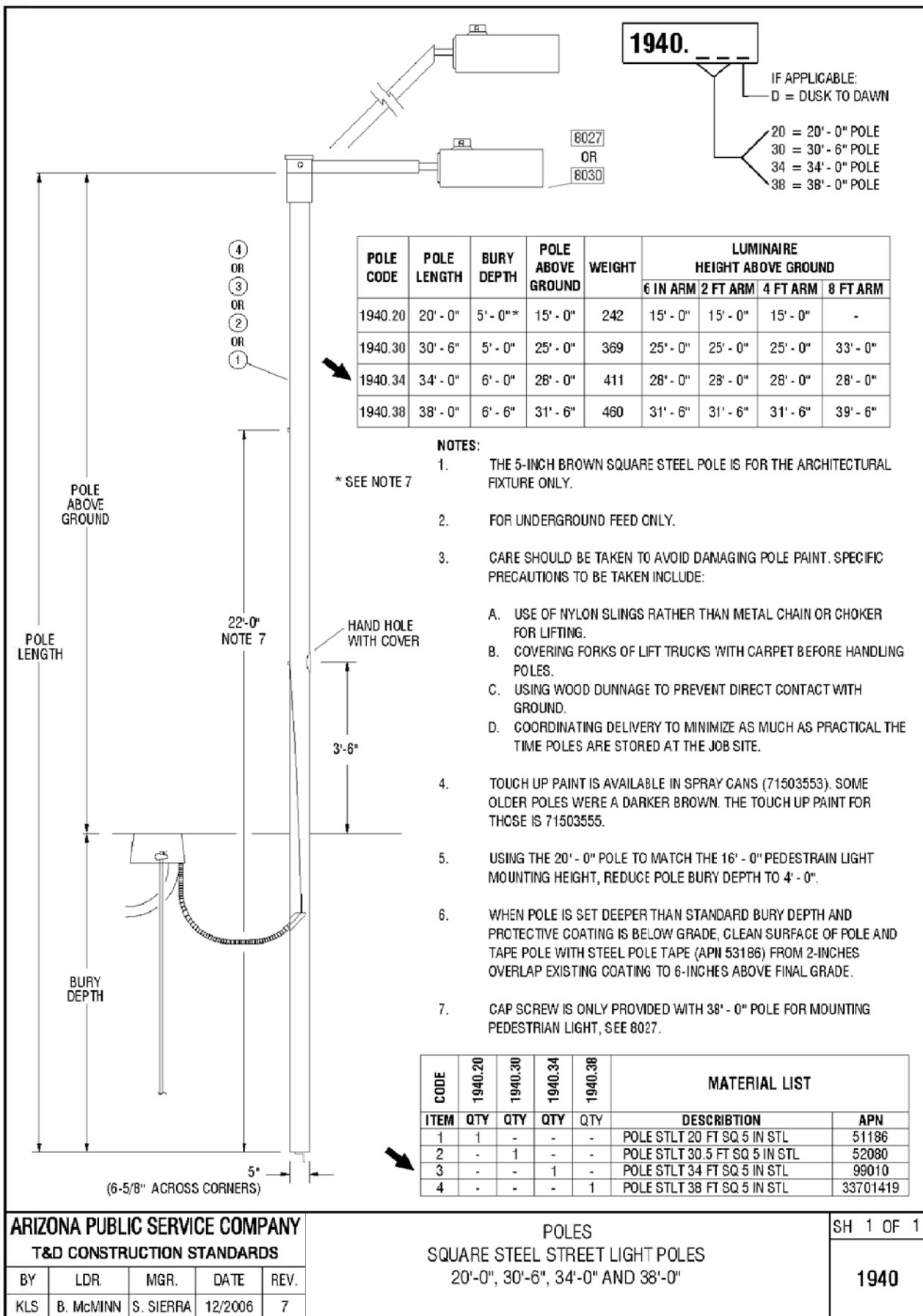
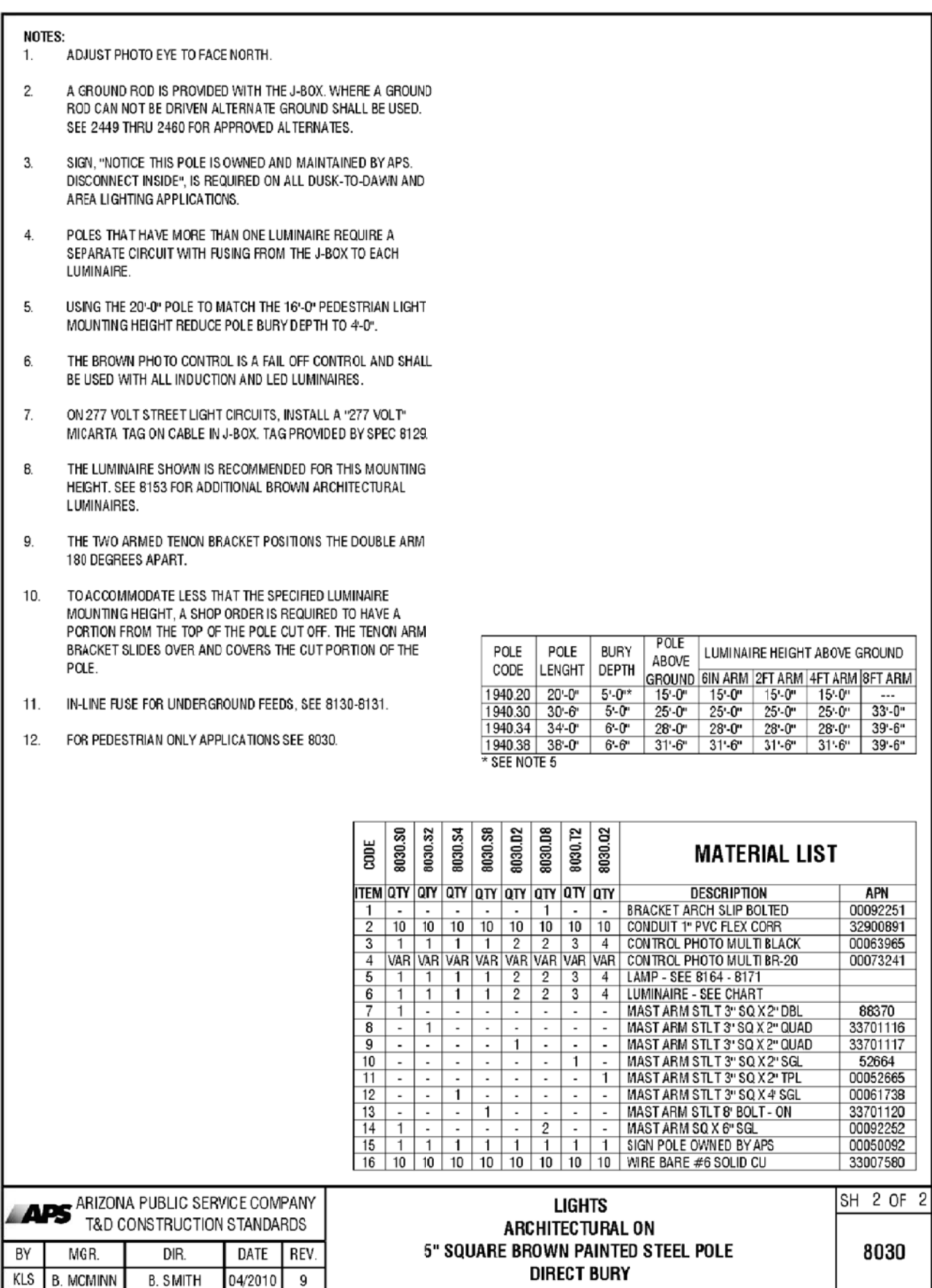
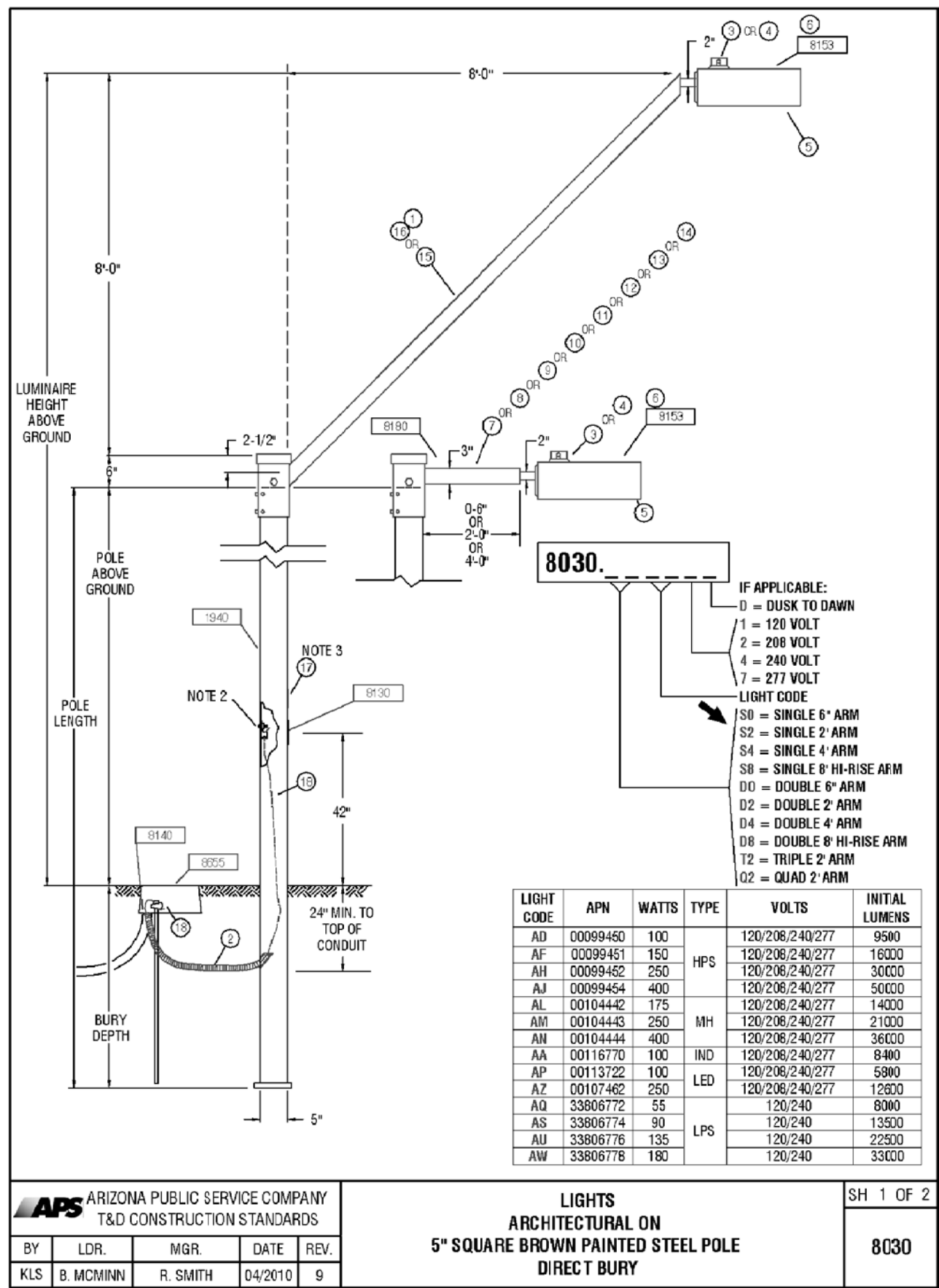


- KEY NOTES**
1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.
 2. INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL5.

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 1B - PARCEL 12B, 12C - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - III			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL4	SHEET 4 OF 6
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	



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PHOENIX, AZ 85020
Ph: (602) 795-2899
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PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1B -
PARCEL 12B, 12C - SURPRISE, ARIZONA**

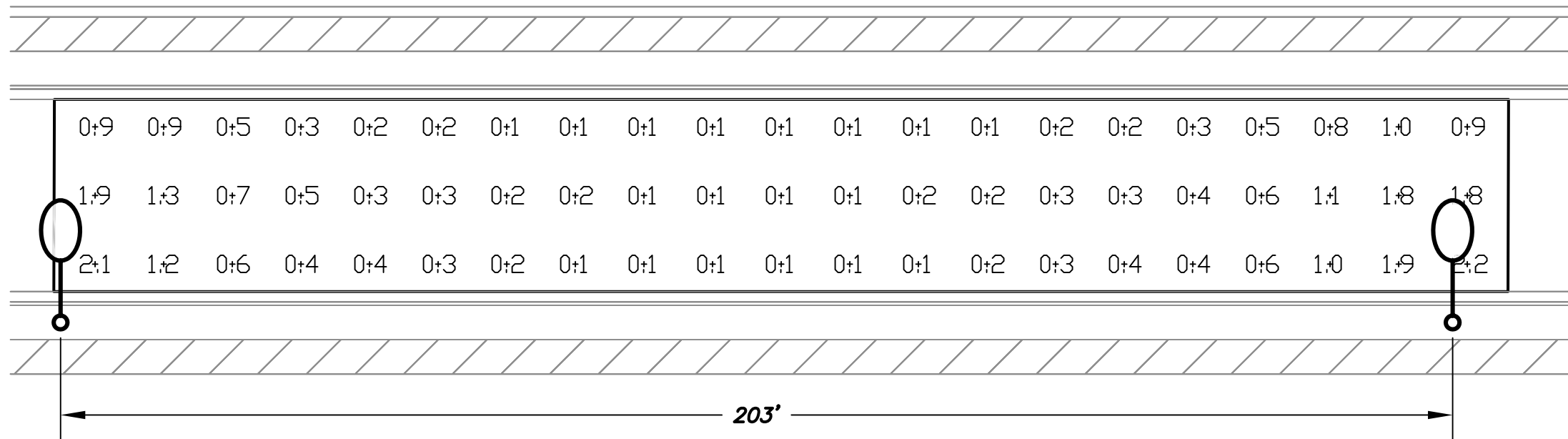
SHEET TITLE
**STREET LIGHTING
DETAILS**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL5	SHEET 5 OF 6
SCALE AS SHOWN	DRAWN: BPR	PROJ No. 18009	
	CHECKED: DAR		

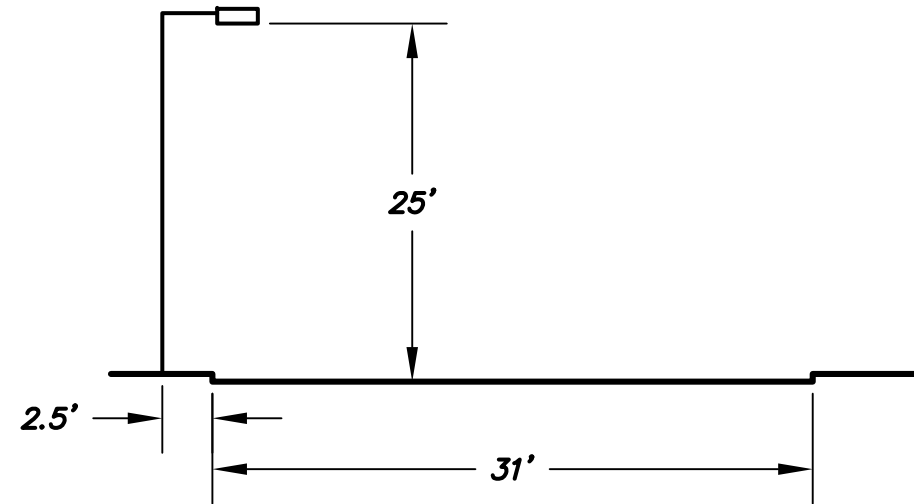
ROADWAY LOCAL	
63 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.52
Maximum	2.20
Minimum	0.10
AvgMin	5.20
Max:Min	22.0
Coef Var	1.07
UnifGrad	2.12

LOCAL

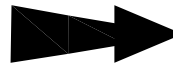
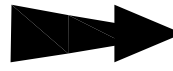
CITY DESIGN CRITERIA	
AVG F/C:	0.5
AVG/MIN	6:1



**WORST CASE SPACING FOR 31' WIDE ROADWAY
(LOCAL) (41W) (25' H)**



LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file "ERL1_05E130-120-277V.IES"
1 lamp(s) per luminaire, 4,800 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft

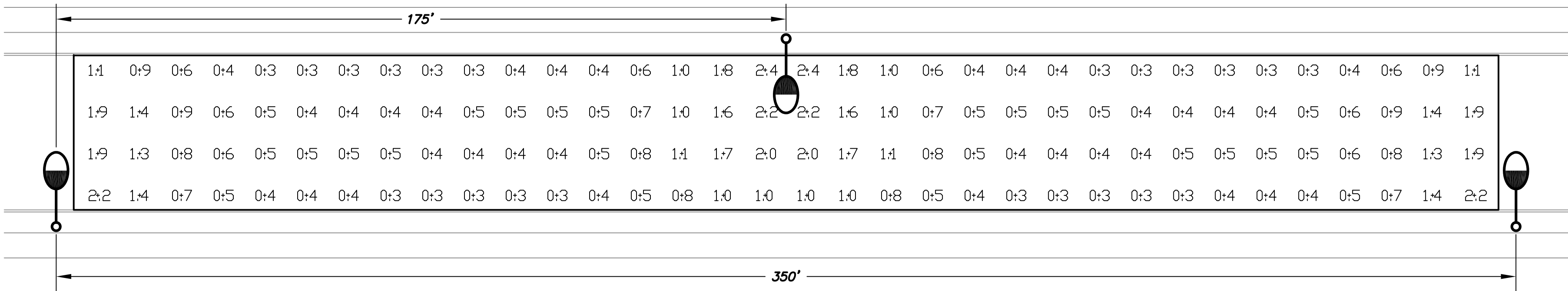


APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

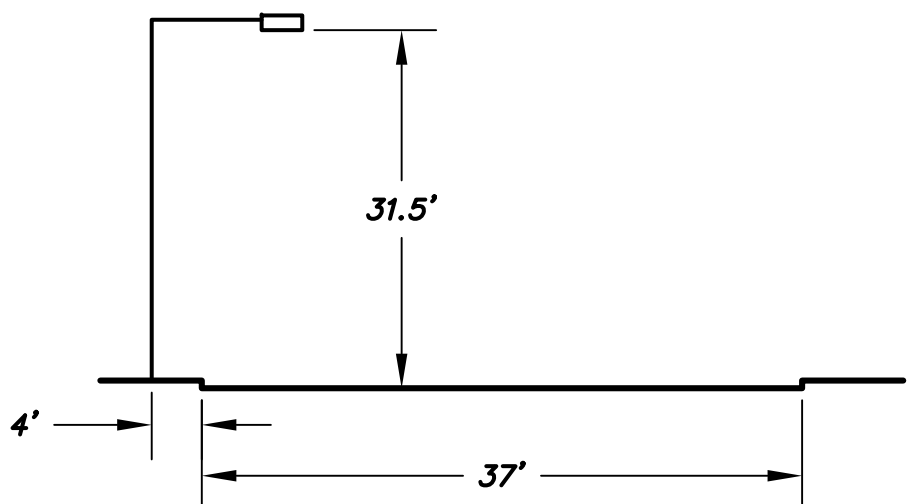
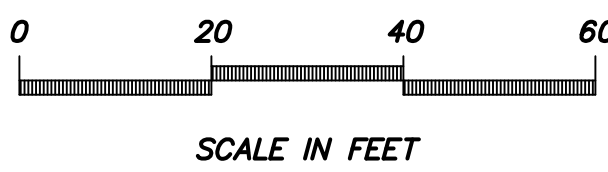
ROADWAY COLLECTOR	
163 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.76
Maximum	2.40
Minimum	0.30
AvgMin	2.53
Max:Min	8.00
Coef Var	0.72
UnifGrad	2.00

COLLECTOR

CITY DESIGN CRITERIA	
AVG F/C:	0.6
AVG/MIN	3.5:1

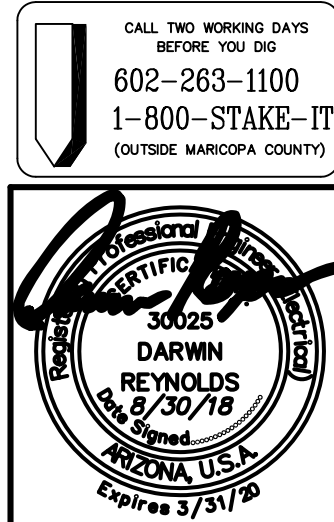


**WORST CASE SPACING FOR 37' WIDE ROADWAY
(COLLECTOR) (88W) (31.5' H)**



LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file "ERL1_08E140.IES"
1 lamp(s) per luminaire, 8,500 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 88
Outreach (from mounting axis to photometric center)= 48 in
mounting height= 31.5 ft

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES



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PHOENIX, AZ 85020
Ph: (602) 795-2899
WWW.DARCORINC.COM

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 1B -
PARCEL 12B, 12C - SURPRISE, ARIZONA**

SHEET TITLE
**ROADWAY PHOTOMETRIC
CALCULATIONS**

DATE AUG 2018	DESIGNED: DAR	DWG No. P1	SHEET 6 OF 6
SCALE N/A	DRAWN: BPR CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-P2-SL1.dwg Drafter: Brandon Rickard

DARCOR GENERAL NOTES

- A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.
- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
- C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.
- E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 41 WATT / 4,800 LUMEN AND THE 88 WATT / 8,500 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID)

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

CITY OF SURPRISE GENERAL ENGINEERING NOTES

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

STREET LIGHTING PLANS FOR AUSTIN RANCH EAST PHASE 2

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, AND A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEVELOPER

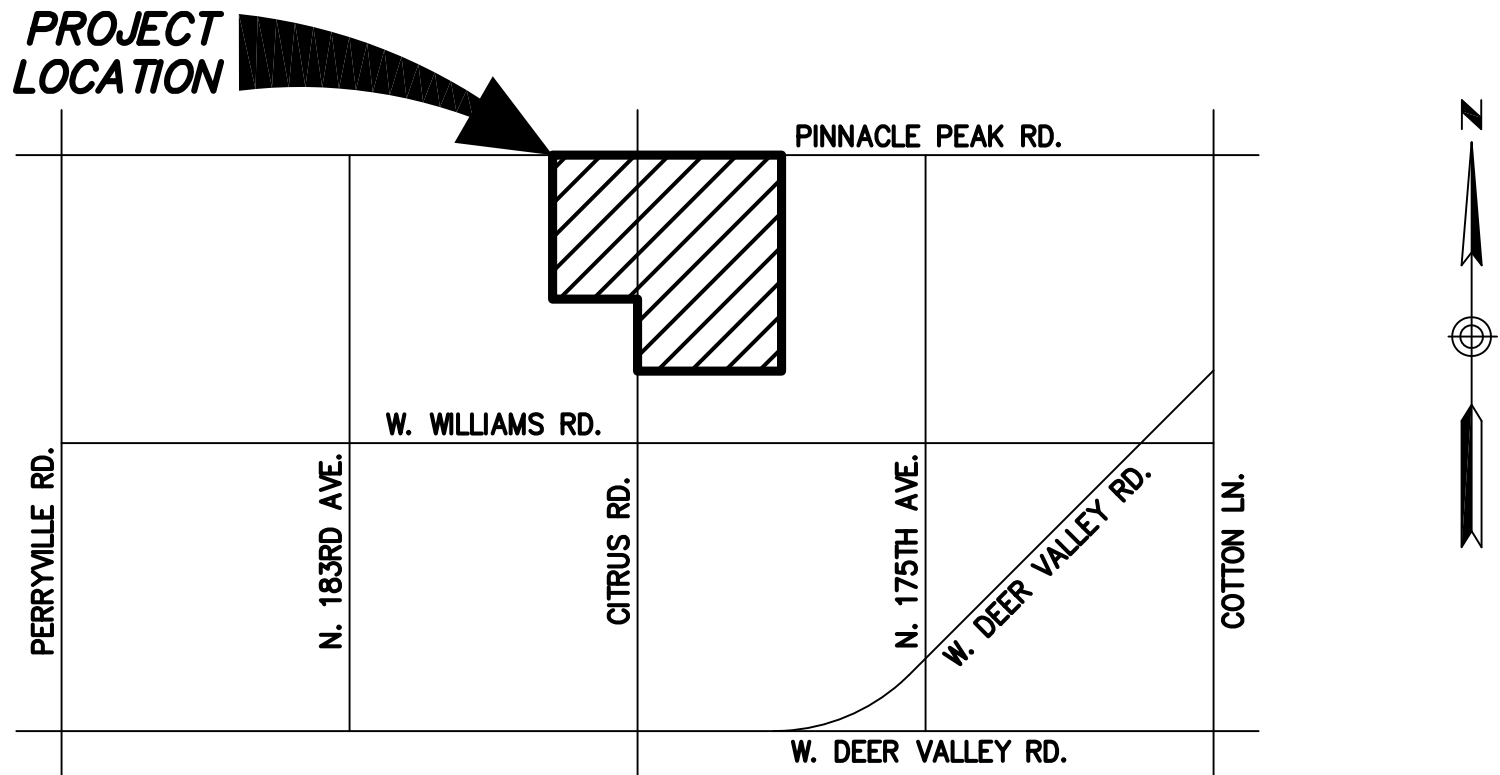
COURTLAND HOMES, INC.
4160 W. KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7575
CONTACT: HANS KOPPENHOEFER

CIVIL ENGINEER

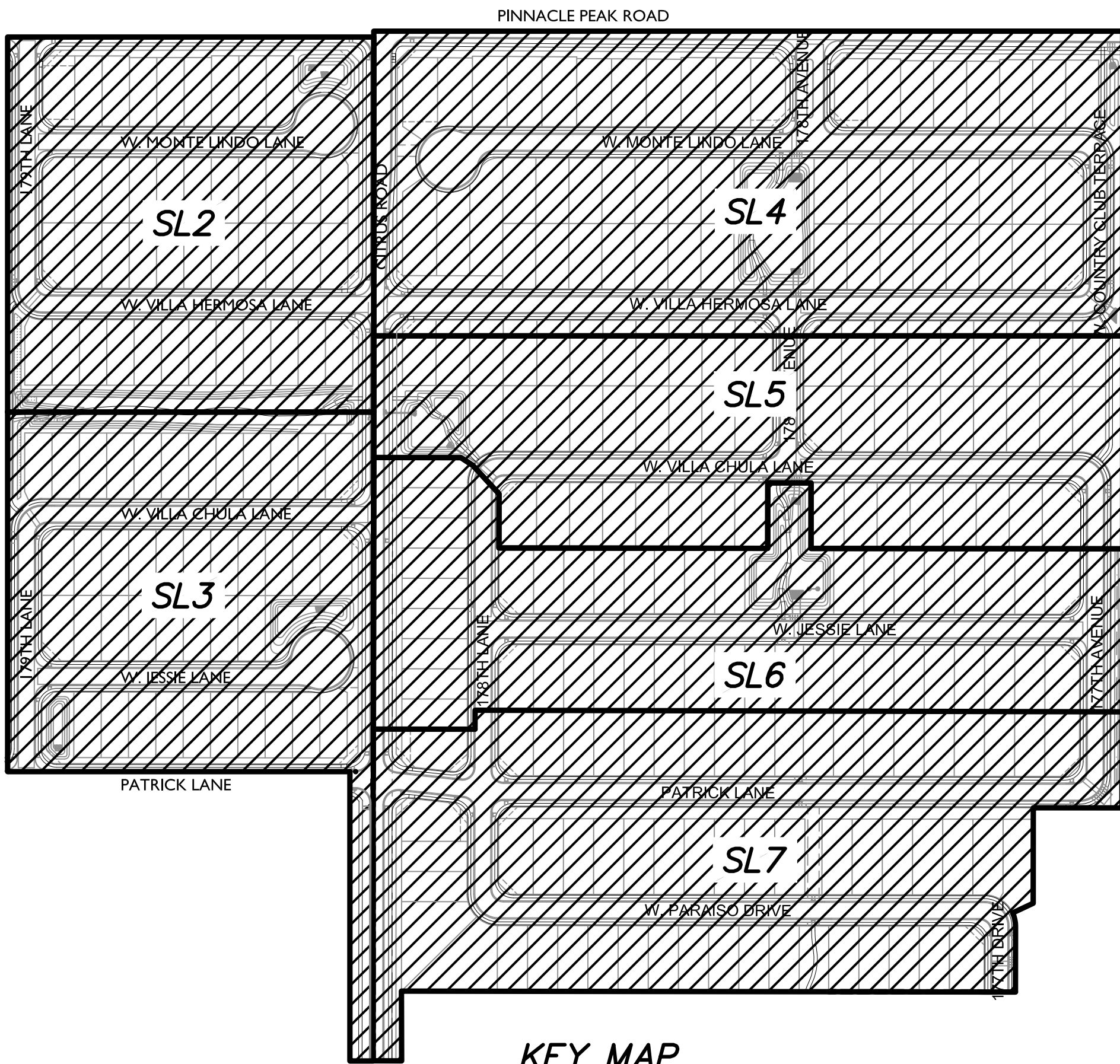
TERRASCAPE CONSULTING
1102 E. MISSOURI AVENUE
PHOENIX, ARIZONA 85014
PHONE: (602) 297-8732
CONTACT: PIM VAN DER GIESSEN, P.E.

ELECTRICAL ENGINEER

DARCOR & ASSOCIATES
7600 N. 16TH STREET, STE 212
PHOENIX, AZ 85020
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.



VICINITY MAP
NTS



KEY MAP
NTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING PLAN VIEW - I
SL3	STREET LIGHTING PLAN VIEW - II
SL4	STREET LIGHTING PLAN VIEW - III
SL5	STREET LIGHTING PLAN VIEW - IV
SL6	STREET LIGHTING PLAN VIEW - V
SL7	STREET LIGHTING PLAN VIEW - VI
SL8	STREET LIGHTING DETAILS
P1	ROADWAY PHOTOMETRIC CALCULATIONS

LEGEND & QUANTITIES LIST

QUANTITY	SYMBOL	DESCRIPTION
78		41W LED (4,800 LUMENS) STREET LIGHT
17		88W LED (8,500 LUMENS) STREET LIGHT

SLID# SU-AustinRanchEast

DARCOR
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PHOENIX, AZ 85020
Ph: (602) 795-2699
WWW.DARCORINC.COM

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 2 -
PARCEL 9, 10, 11 - SURPRISE, ARIZONA**

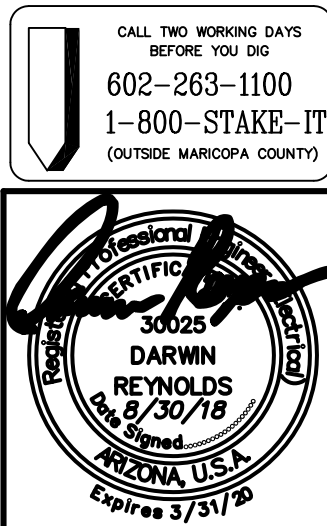
SHEET TITLE
**STREET LIGHTING
COVER SHEET**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL1	SHEET 1
SCALE N/A	DRAWN: BPR	PROJ No. 18009	OF 9
	CHECKED: DAR		

CITY OF SURPRISE SIGNATURE BLOCK

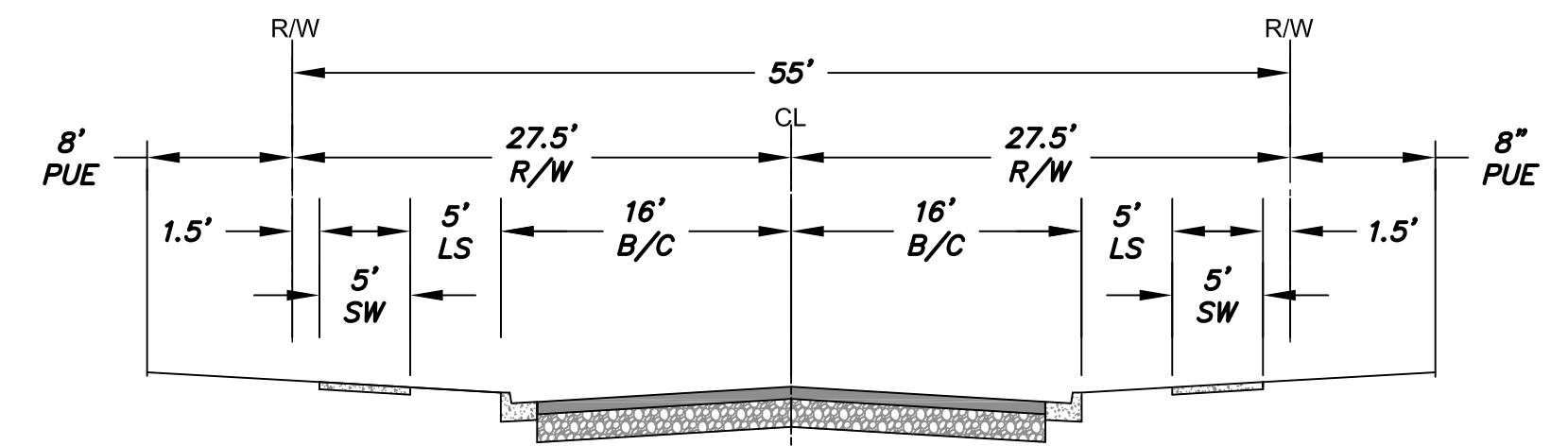
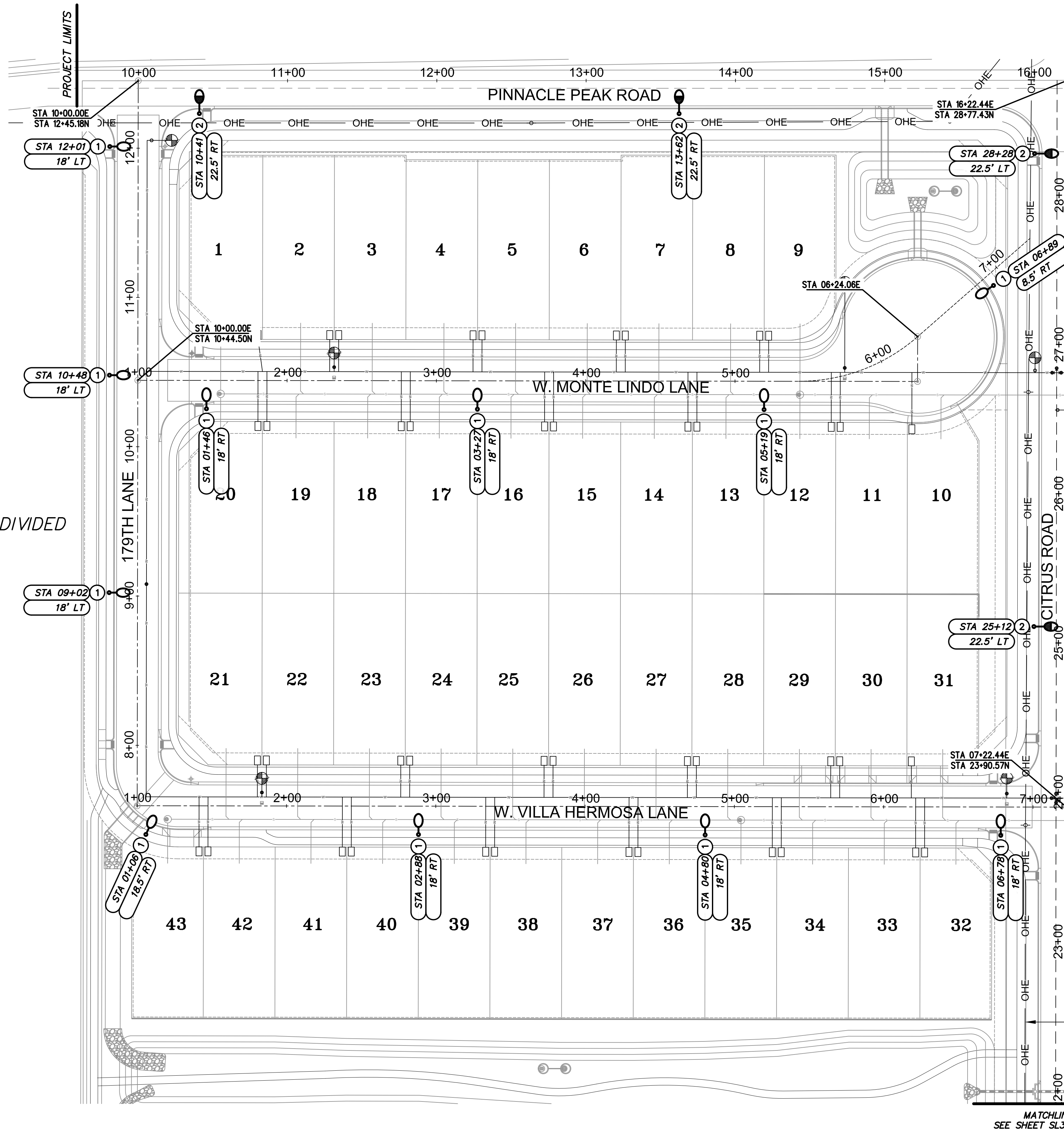
THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND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

APPROVED _____ DATE _____
CITY OF SURPRISE ENGINEER



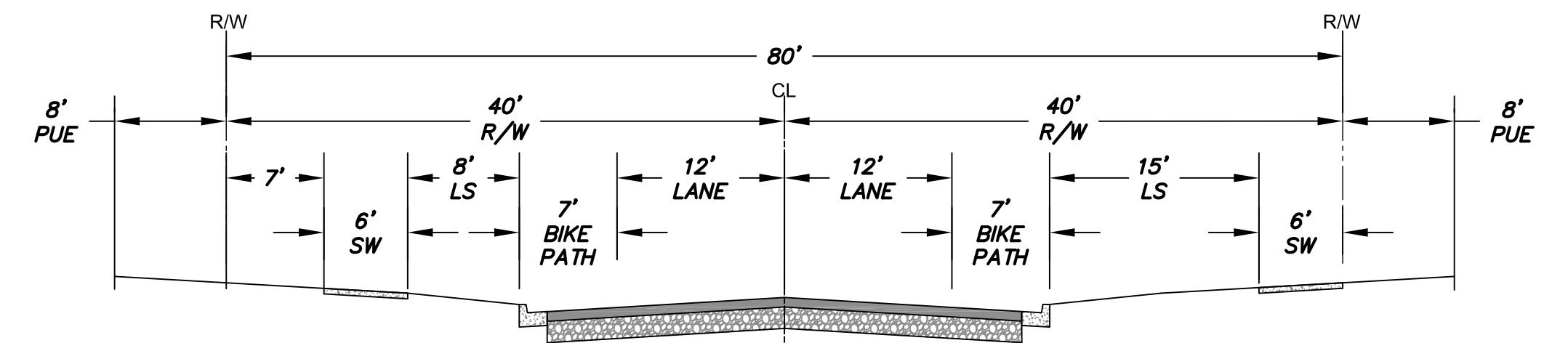
File: 18009-P2-SL2.dwg Drafter: Brandon Rickard
Saved: Aug 30, 2018

UNSUBDIVIDED



TYPICAL LOCAL ROAD
N.T.S

SEE DWG'S SL4 & SL5
FOR STREET LIGHTS ON
EAST SIDE OF CITRUS RD



TYPICAL COLLECTOR ROAD
N.T.S

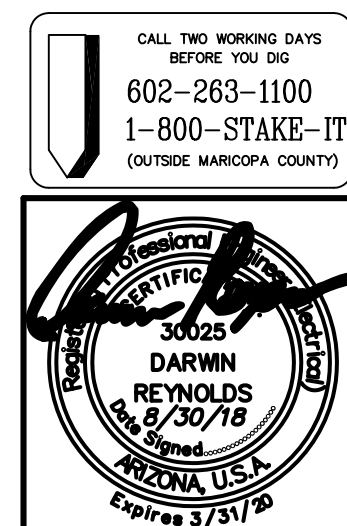
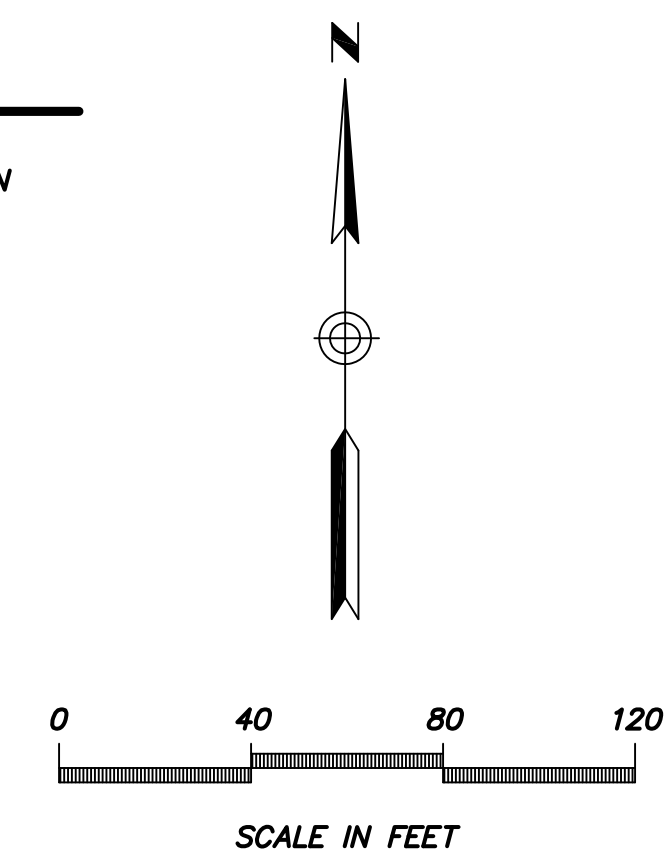
EXISTING OHE TO BE
PLACE UNDERGROUND

MATCHLINE STA 21+91
SEE SHEET SL3 FOR CONTINUATION

KEY NOTES

1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.
2. INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



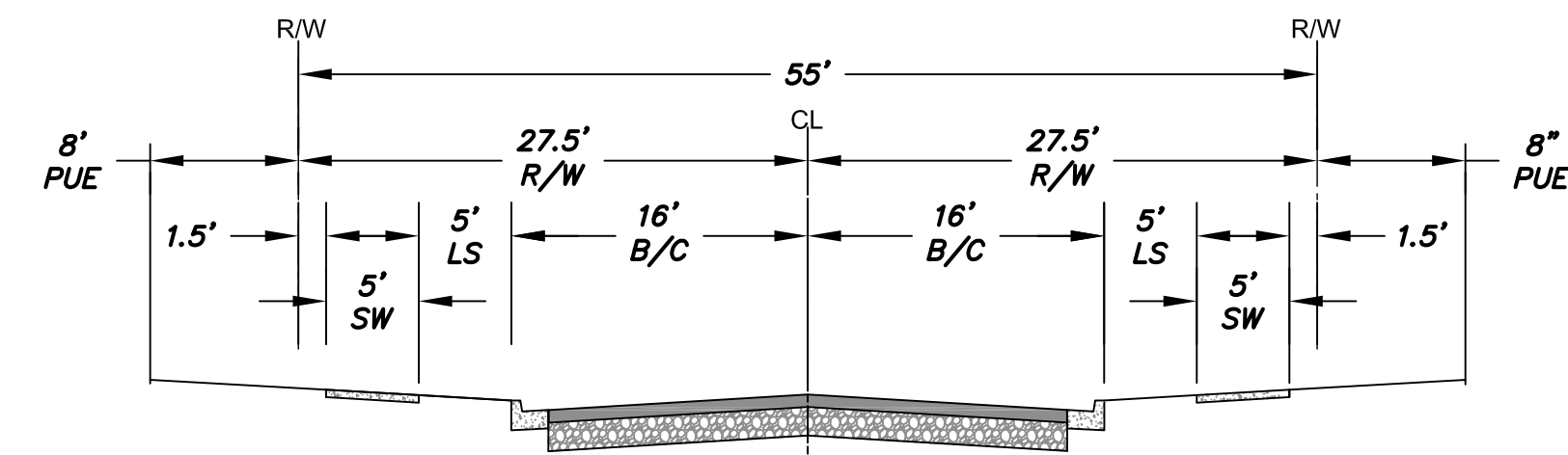
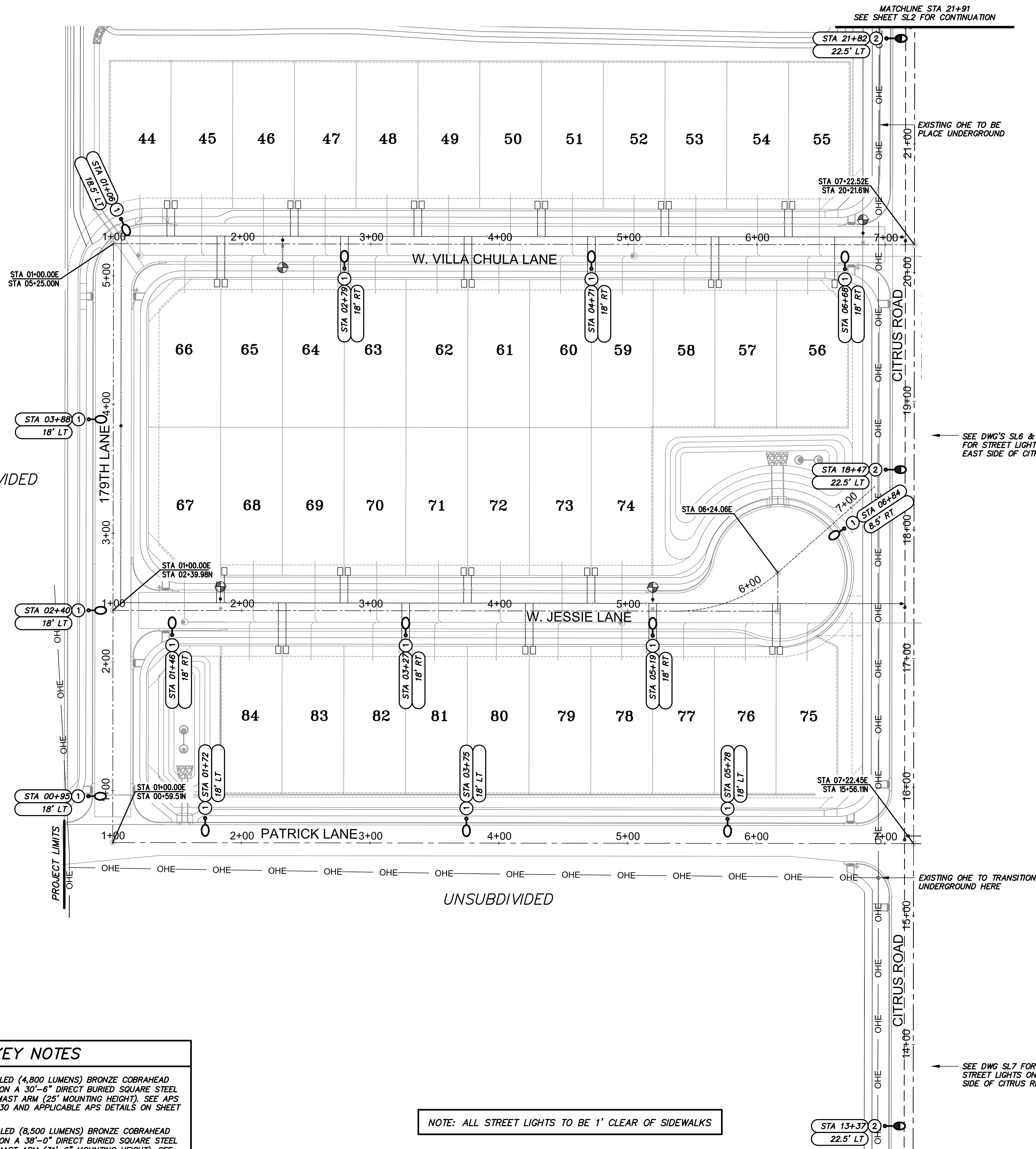
DARCOR
ELECTRICAL CONSULTING ENGINEERS
7800 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
WWW.DARCORINC.COM

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 2 -
PARCEL 9, 10, 11 - SURPRISE, ARIZONA**

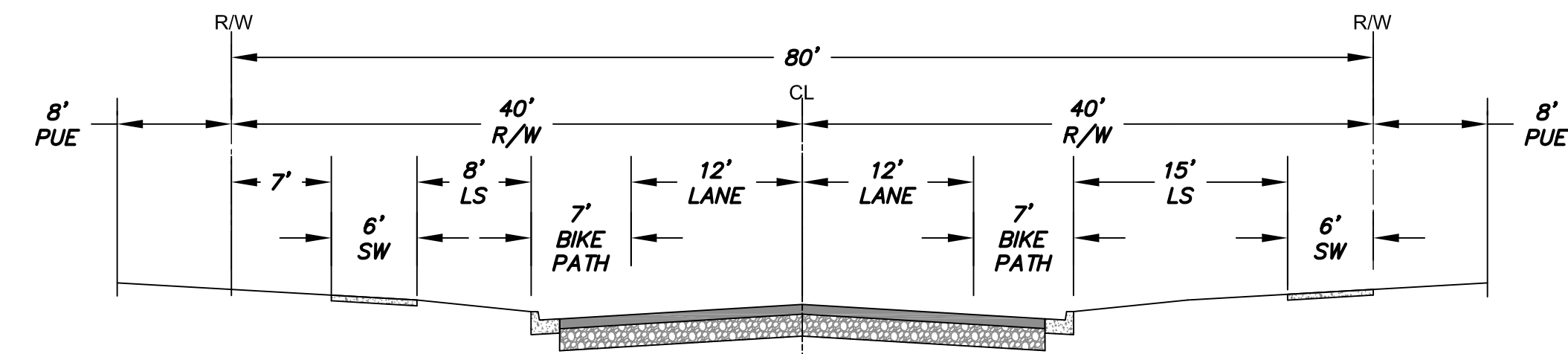
SHEET TITLE
**STREET LIGHTING
PLAN VIEW - I**

DATE AUG 2018	DESIGNED: DAR	DWG No. SL2	SHEET 2 OF 9
SCALE AS SHOWN	DRAWN: BPR	PROJ No. 18009	
CHECKED: DAR			

File: 18009-P2-SL3.dwg Drafter: Brandon Rickard
Saved: Aug 30, 2018



TYPICAL LOCAL ROAD
N.T.S



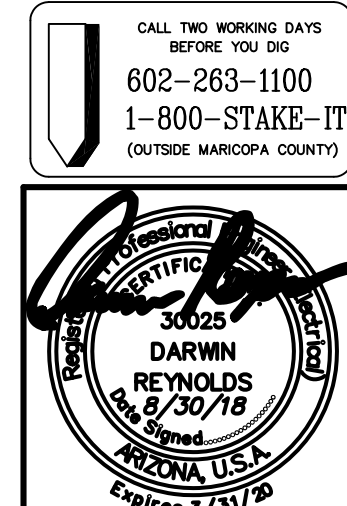
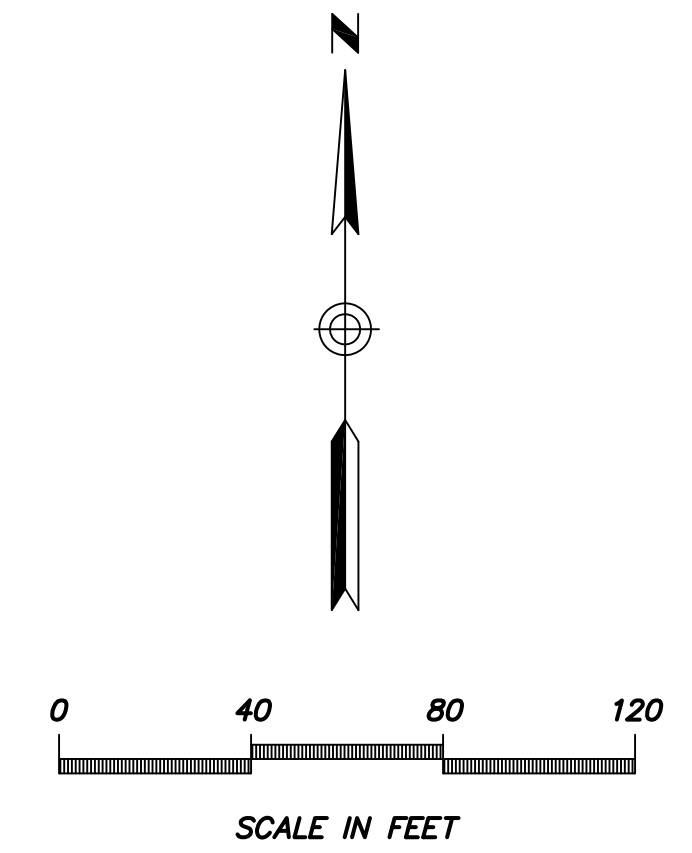
TYPICAL COLLECTOR ROAD
N.T.S

KEY NOTES

1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.
2. INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.

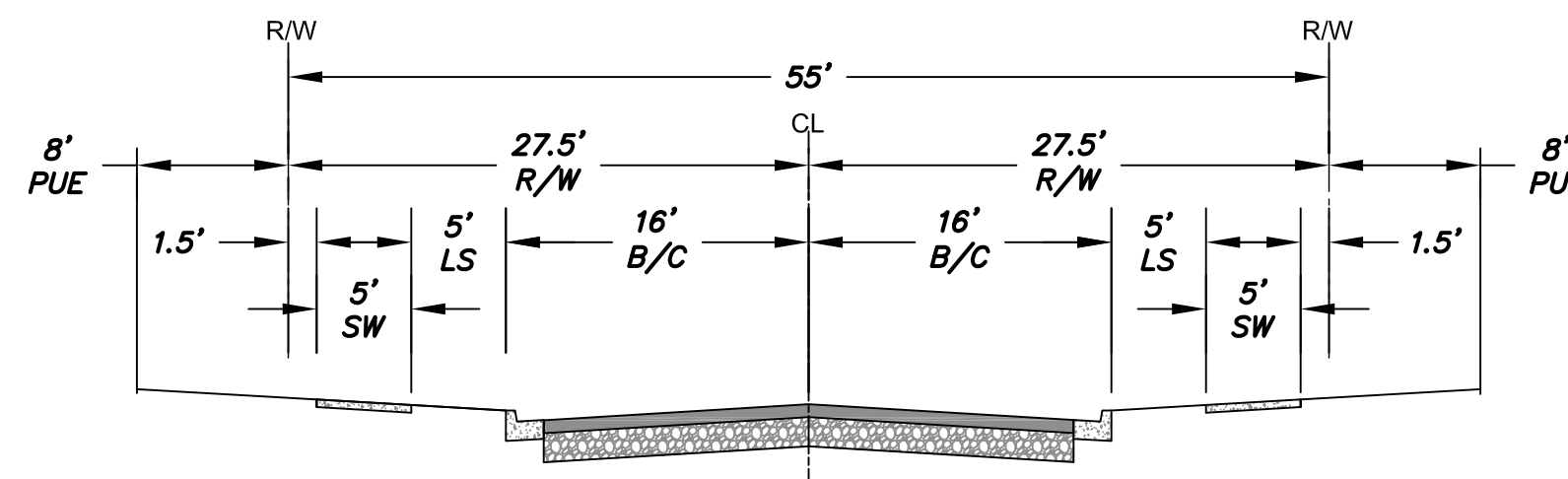
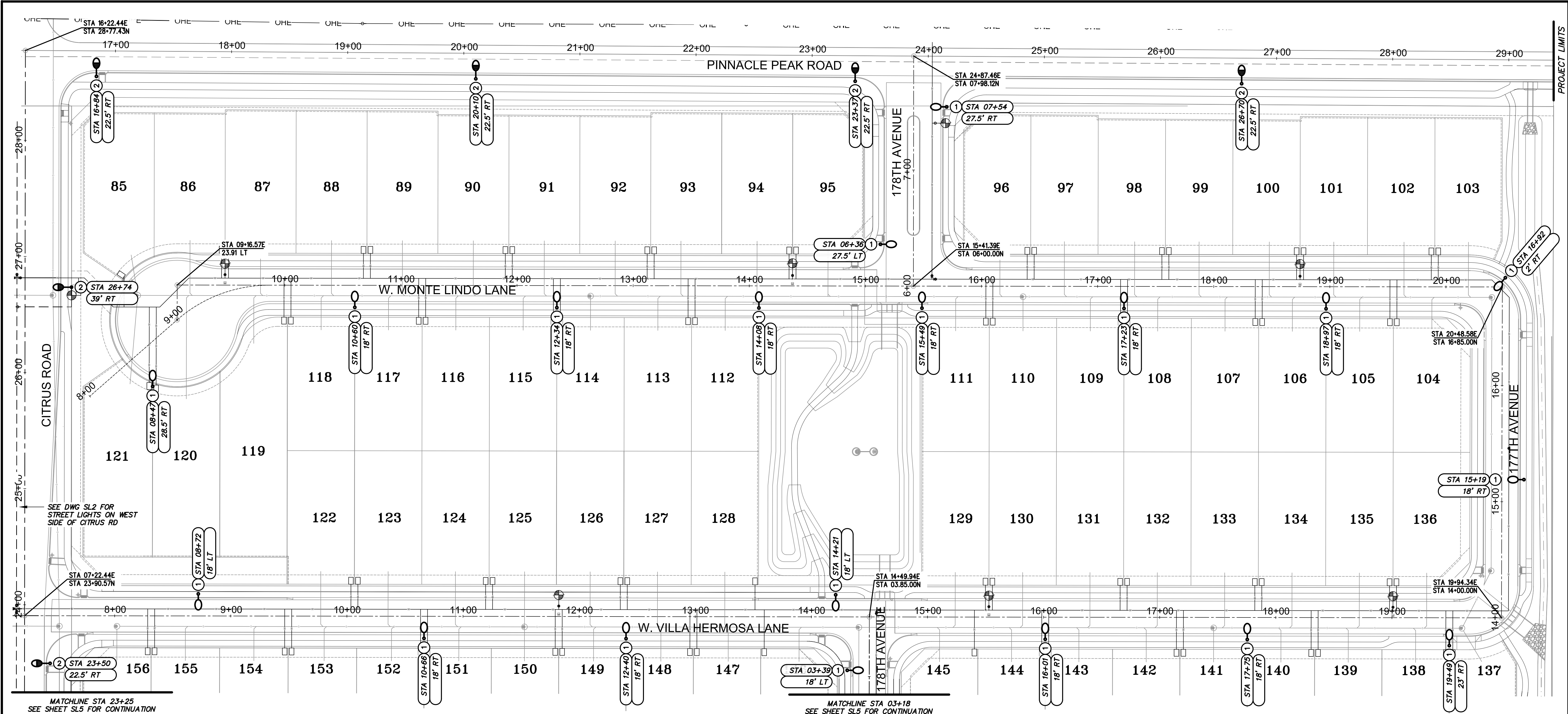
NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

SEE DWG SL7 FOR STREET LIGHTS ON EAST SIDE OF CITRUS RD

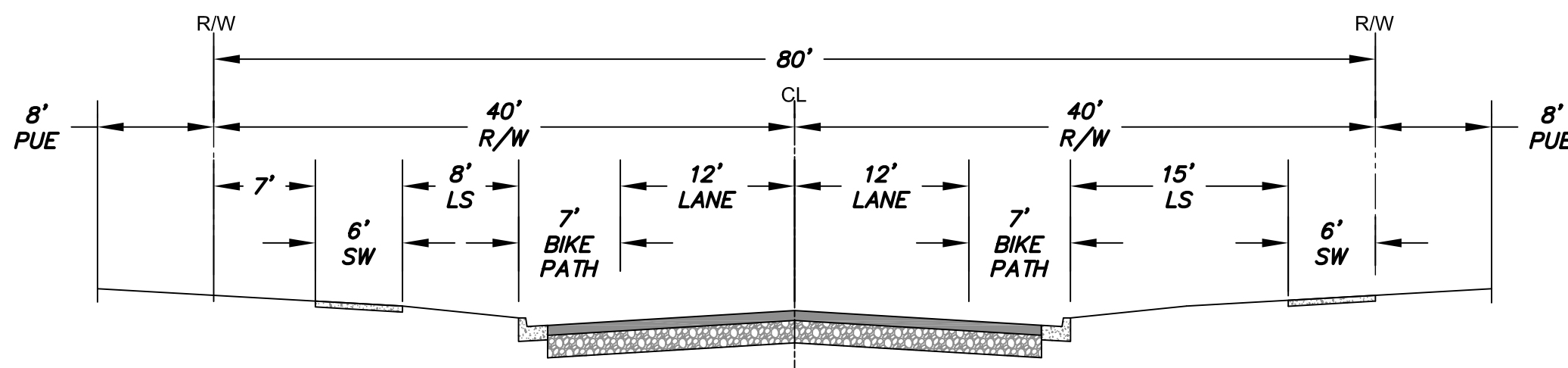


DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 2 - PARCEL 9, 10, 11 - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - II			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL3	SHEET 3 OF 9
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

File: 18009-P2-SL4.dwg Drafter: Brandon Rickard
Saved: Aug 30, 2018



TYPICAL LOCAL ROAD
N.T.S.

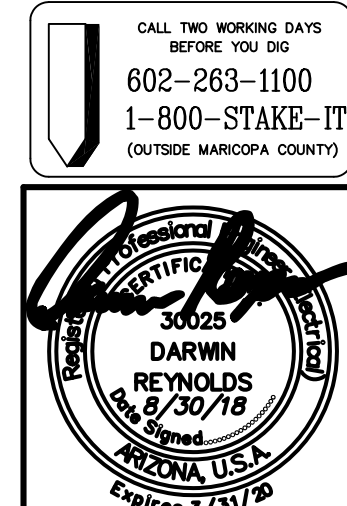
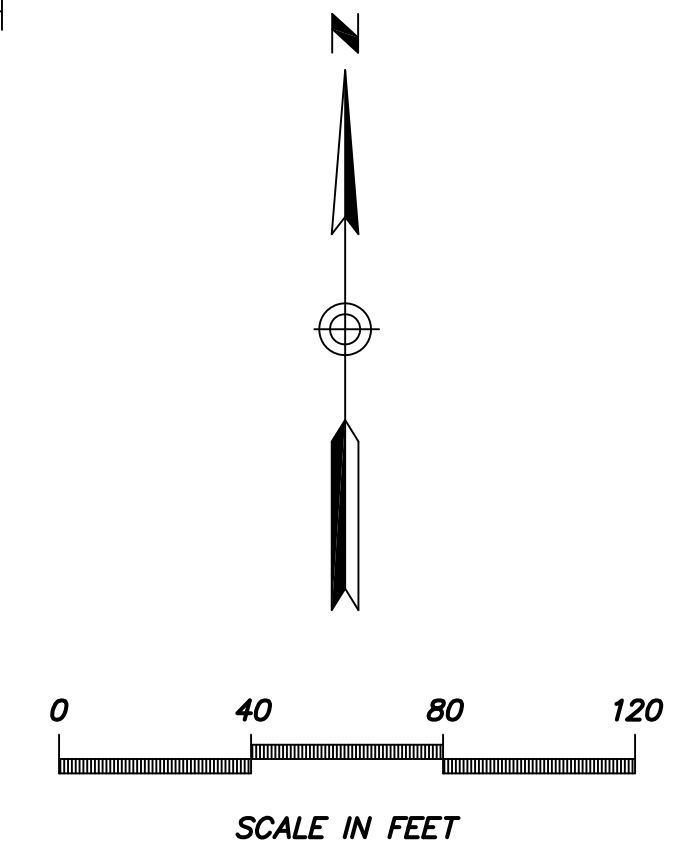


TYPICAL COLLECTOR ROAD
N.T.S.

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

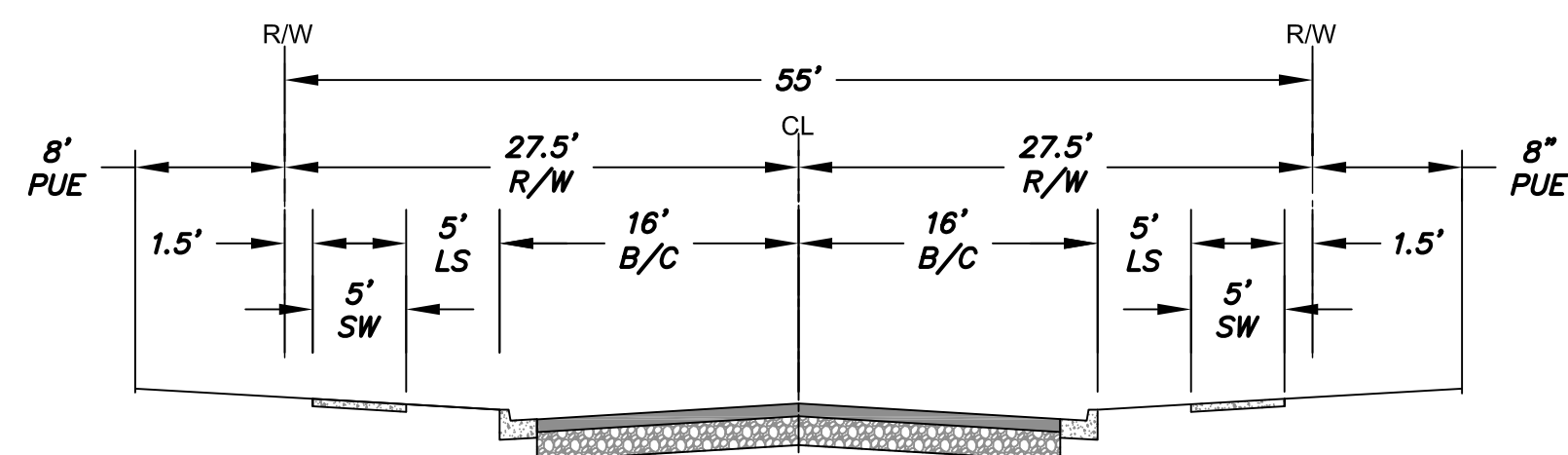
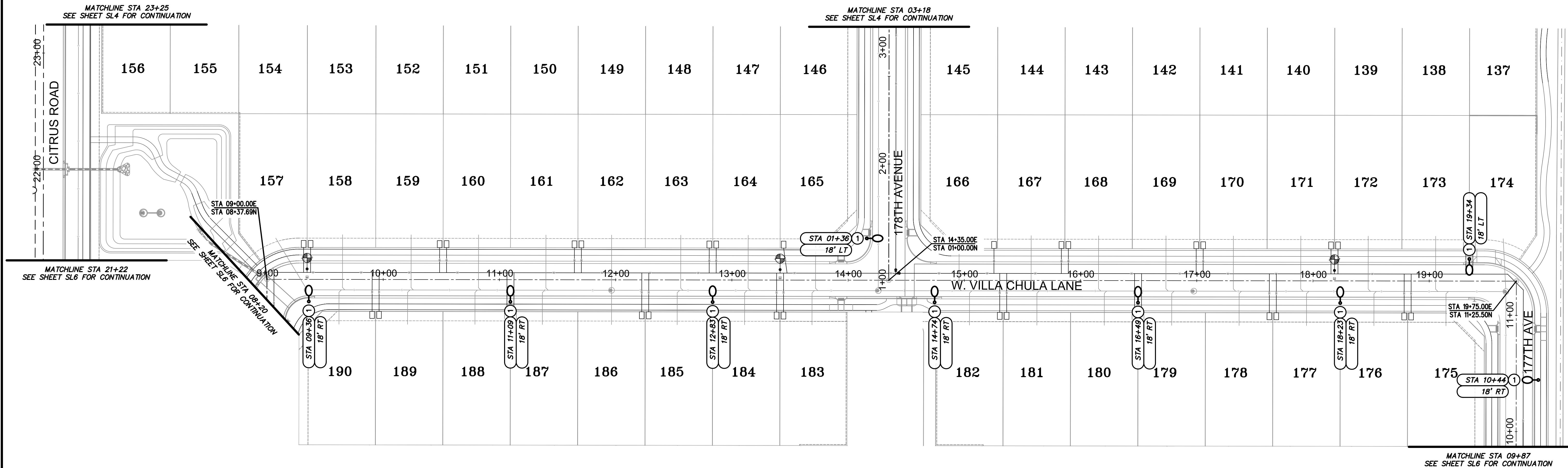
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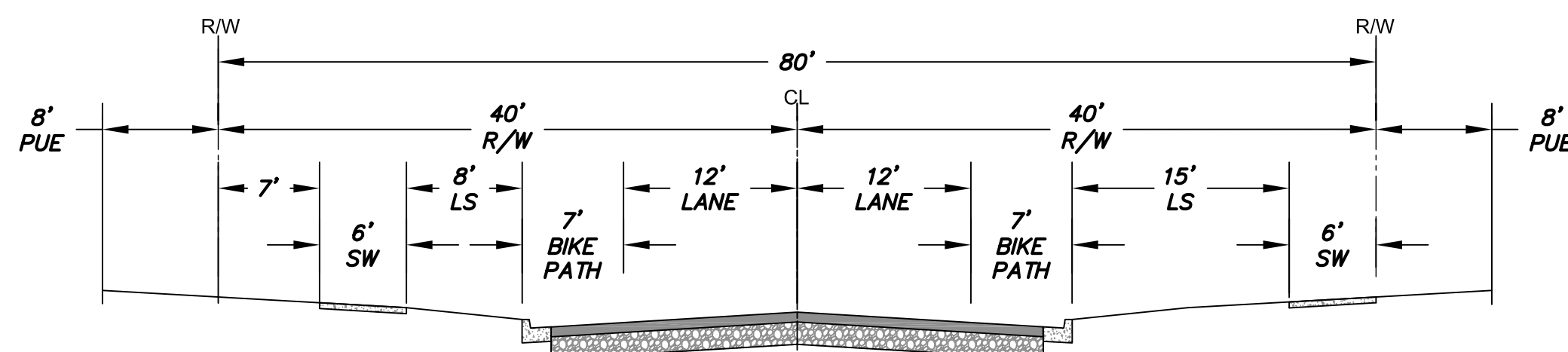


DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 2 - PARCEL 9, 10, 11 - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - III			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL4	SHEET 4 OF 9
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-P2-SL5.dwg Drafter: Brandon Rickard

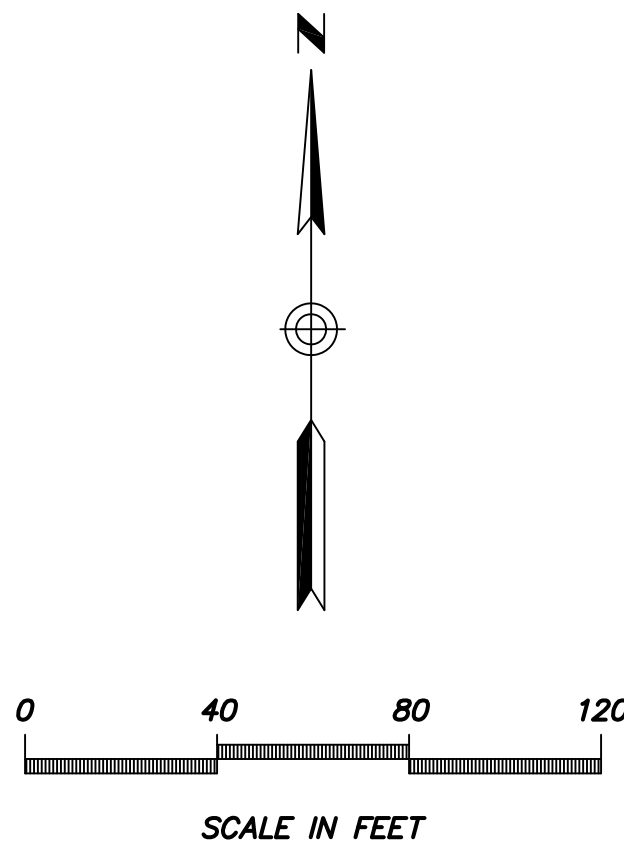


TYPICAL LOCAL ROAD
N.T.S



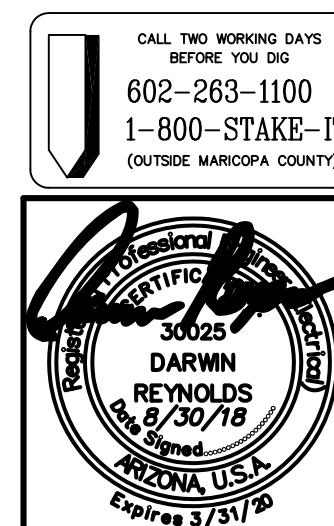
TYPICAL COLLECTOR ROAD
N.T.S

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



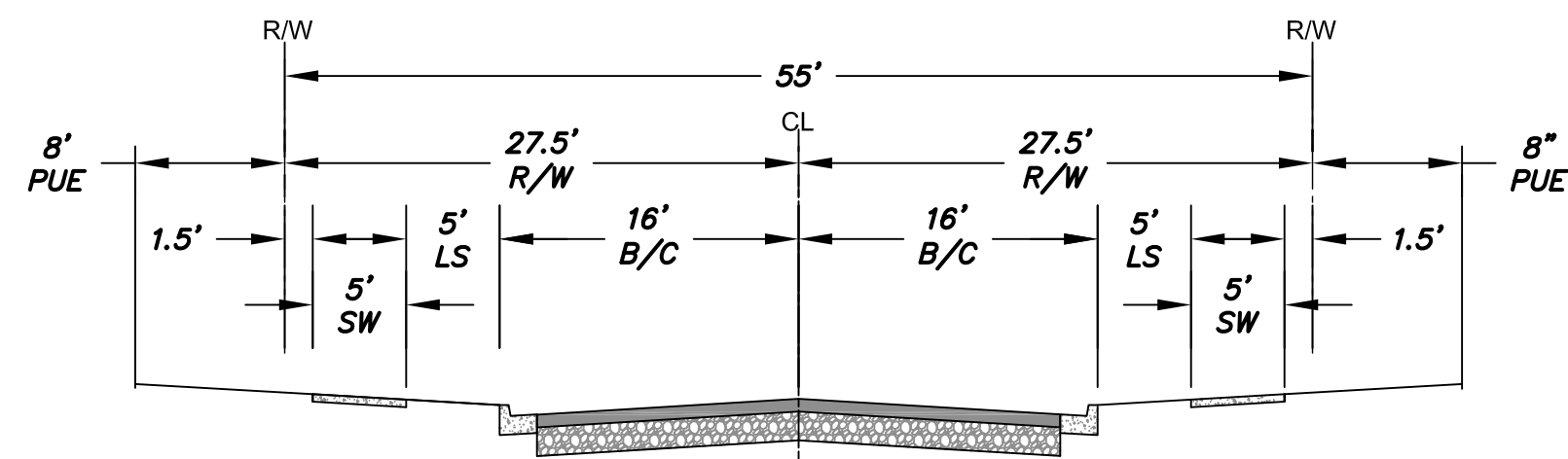
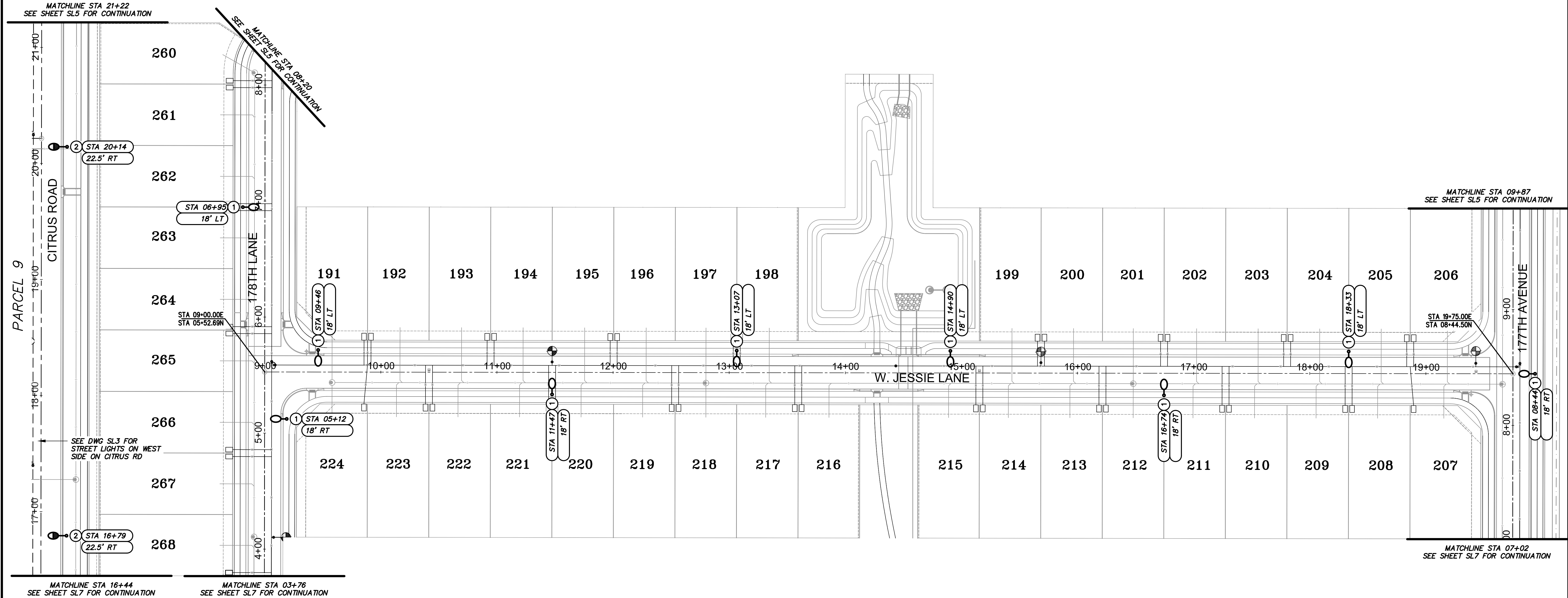
KEY NOTE

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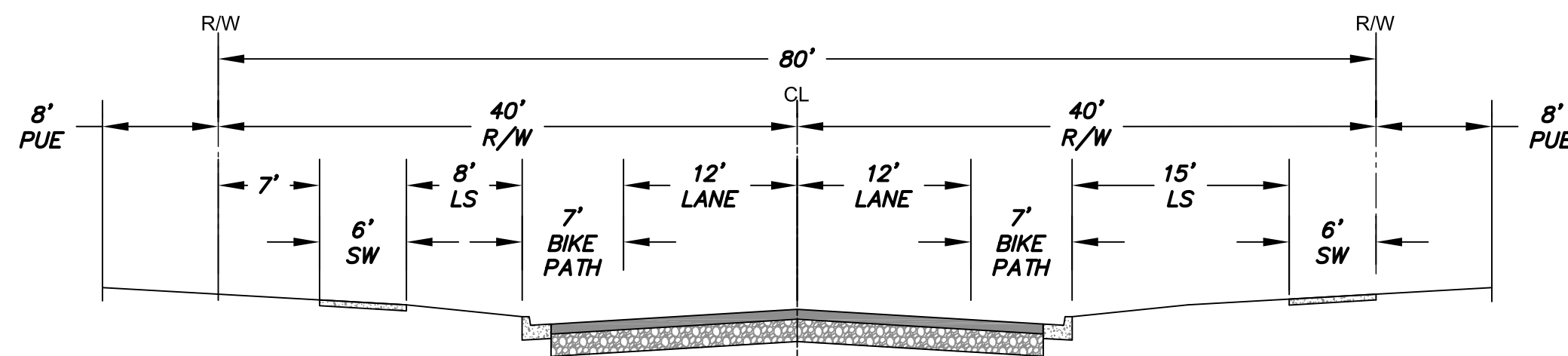


DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 2 - PARCEL 9, 10, 11 - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - IV			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL5	SHEET 5 OF 9
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

File: 18009-P2-SL6.dwg Drafter: Brandon Rickard Saved: Aug 30, 2018



TYPICAL LOCAL ROAD
N.T.S.

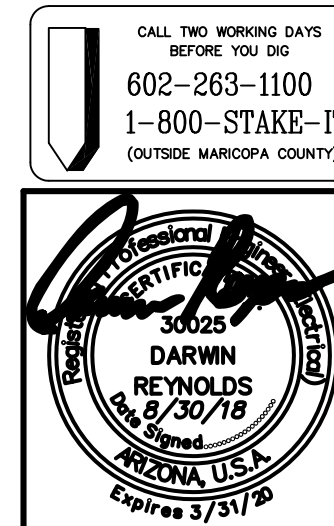
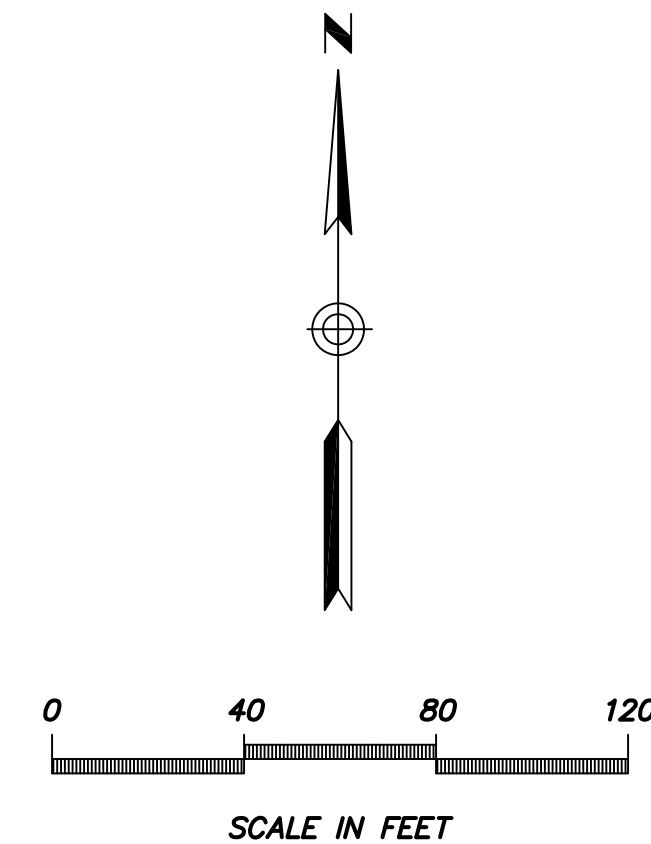


TYPICAL COLLECTOR ROAD
N.T.S.

NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

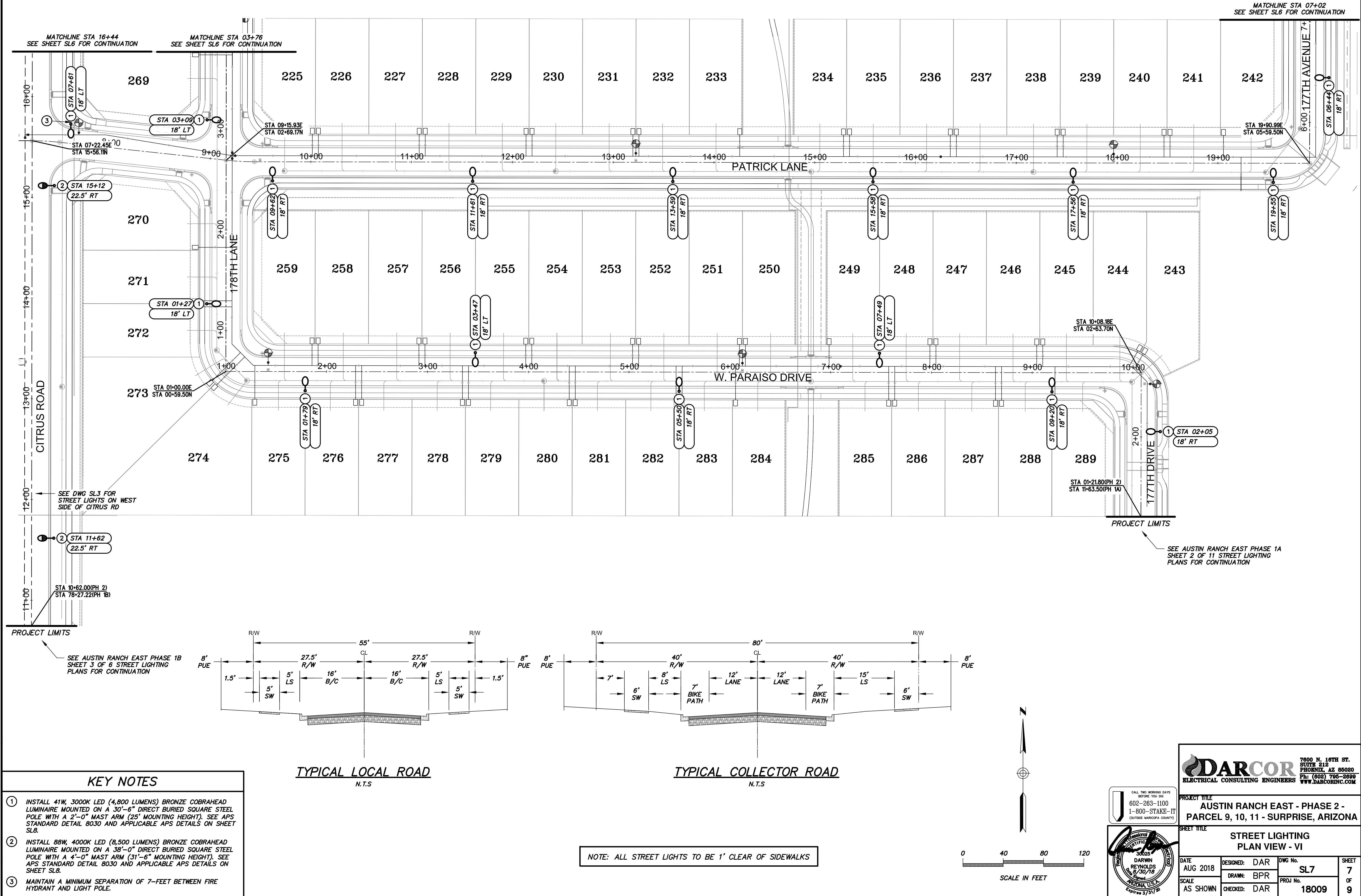
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2. INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.



DARCOR ELECTRICAL CONSULTING ENGINEERS		7800 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 WWW.DARCORINC.COM	
PROJECT TITLE AUSTIN RANCH EAST - PHASE 2 - PARCEL 9, 10, 11 - SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING PLAN VIEW - V			
DATE AUG 2018	DESIGNED: DAR	DWG No. SL6	SHEET 6 OF 9
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 18009	

Saved: Aug 30, 2018 File: 18009-P2-SL7.dwg Drafter: Brandon Rickard

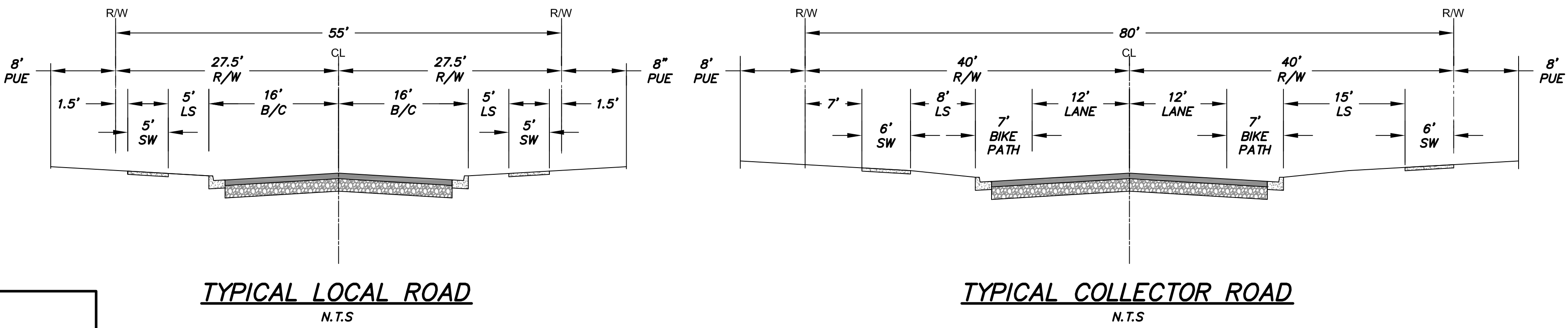


- KEY NOTES
- 1

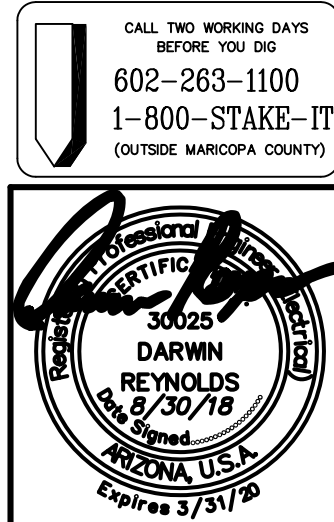
INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.
- 2

INSTALL 88W, 4000K LED (8,500 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL8.
- 3

MAINTAIN A MINIMUM SEPARATION OF 7- FEET BETWEEN FIRE HYDRANT AND LIGHT POLE.



NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



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SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
WWW.DARCORINC.COM

PROJECT TITLE

AUSTIN RANCH EAST - PHASE 2 -
PARCEL 9, 10, 11 - SURPRISE, ARIZONA

SHEET TITLE

STREET LIGHTING
PLAN VIEW - VI

DATE

AUG 2018

DESIGNED:

DAR

DWG No.

SL7

SCALE

AS SHOWN

CHECKED:

DAR

PROJ No.

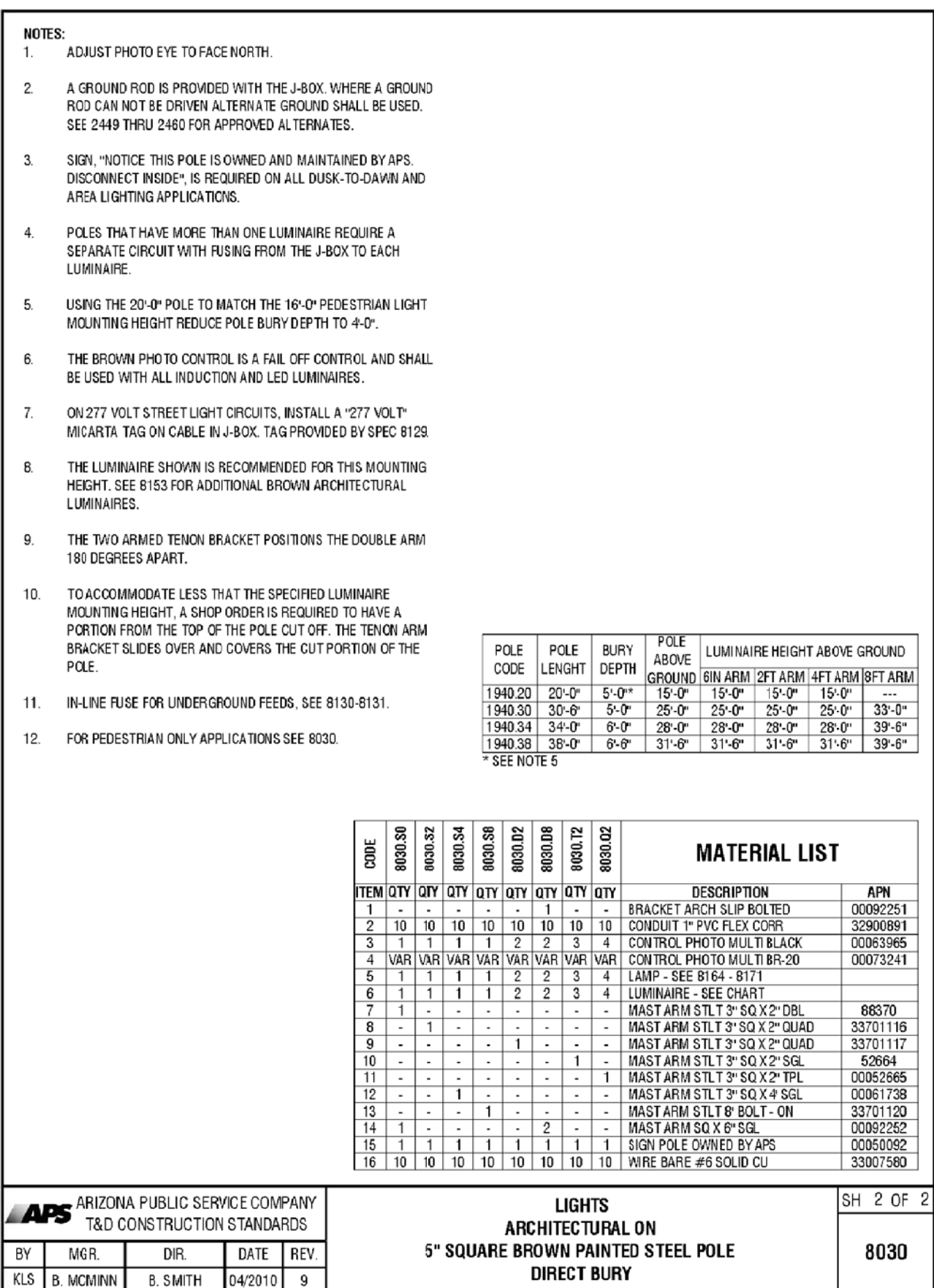
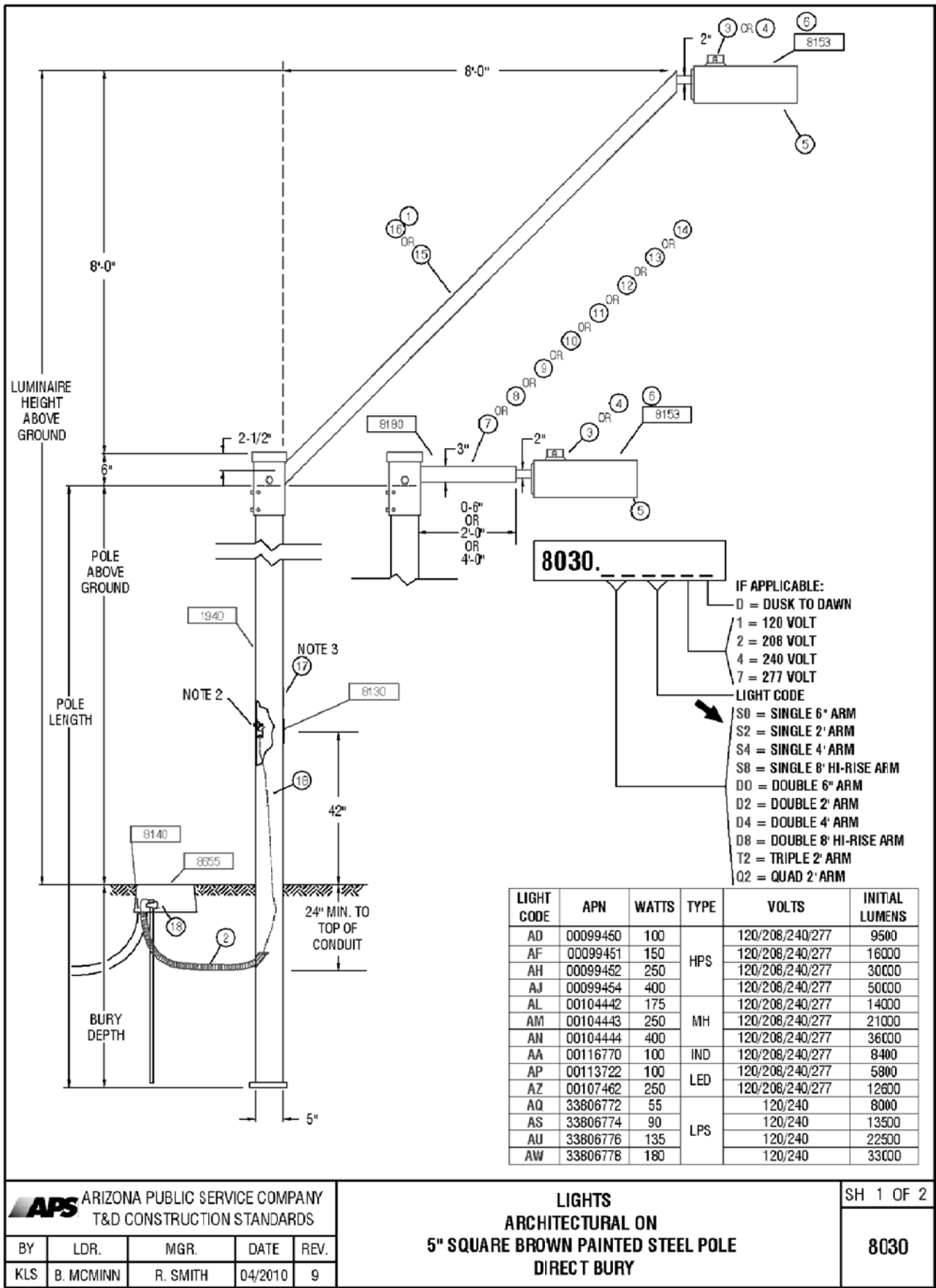
18009

SHEET

7

OF

9



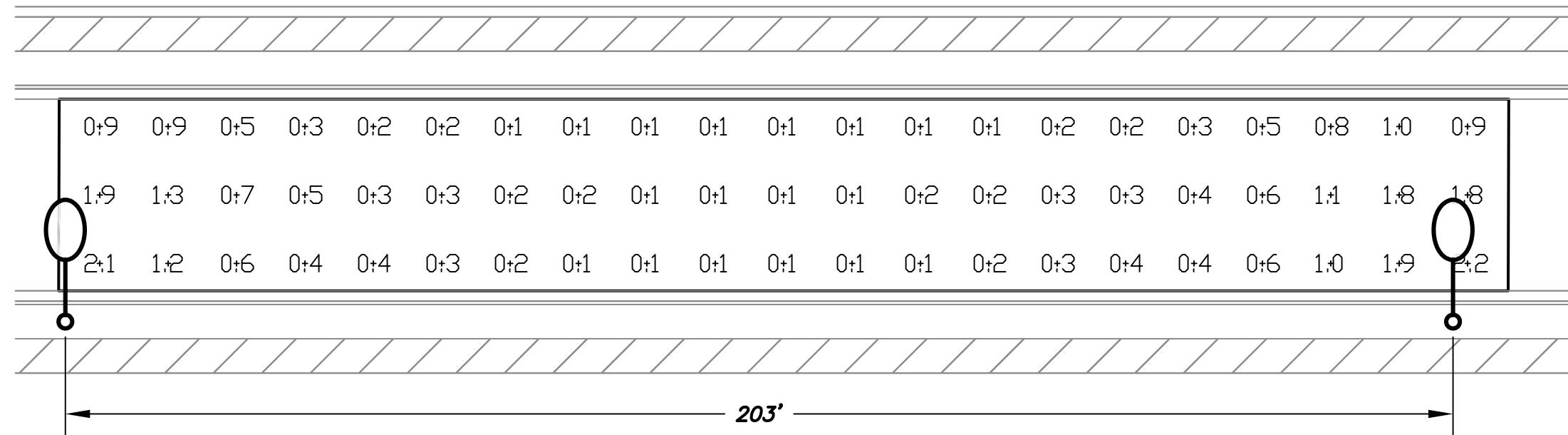
Saved: Aug 30, 2018 File: 18009-P2-P1.dwg Drafter: Brandon Rickard

ROADWAY LOCAL	
63 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.52
Maximum	2.20
Minimum	0.10
AvgMin	5.20
Max:Min	22.0
Coef Var	1.07
UnifGrad	2.12

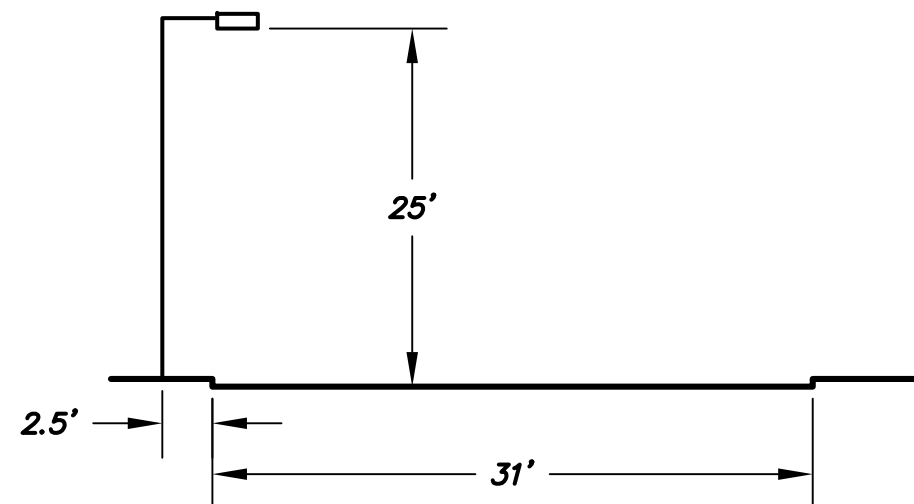
LOCAL

CITY DESIGN CRITERIA

AVG F/C: 0.5
AVG/MIN 6:1



**WORST CASE SPACING FOR 31' WIDE ROADWAY
(LOCAL) (41W) (25' H)**



LUMINAIRE INPUT DATA

GE Lighting Solutions
lamp(s): LED
candela file "ERL1_05E130-120-277V.IES"
1 lamp(s) per luminaire, 4,800 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft

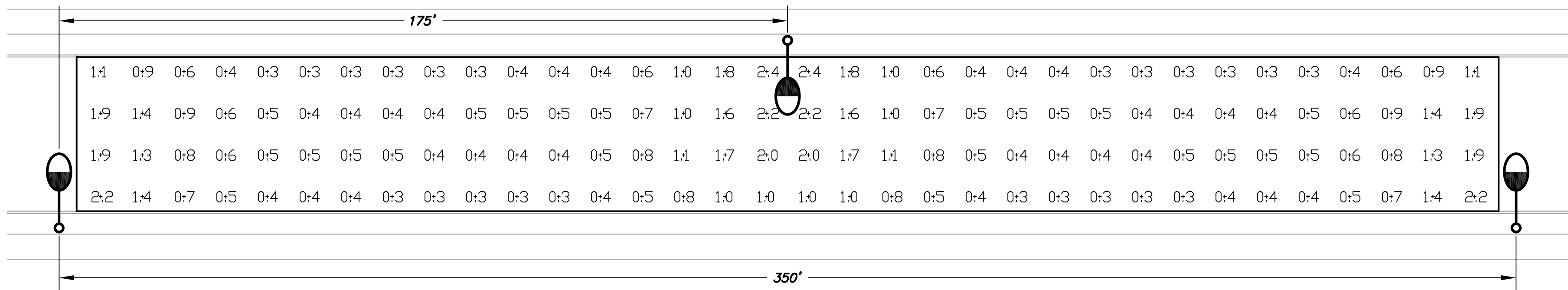
APS APPROVED LED STREET LIGHTS								
AS OF 3-15-18								
APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES

ROADWAY COLLECTOR	
163 points at z=0, sp 10ft by 10ft	
HORIZONTAL FOOTCANDLES	
Average	0.76
Maximum	2.40
Minimum	0.30
AvgMin	2.53
Max:Min	8.00
Coef Var	0.72
UnifGrad	2.00

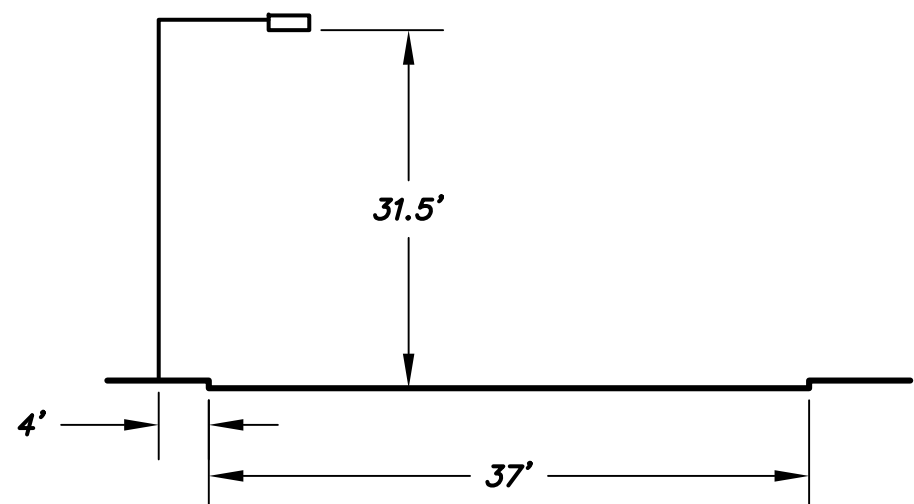
COLLECTOR

CITY DESIGN CRITERIA

AVG F/C: 0.6
AVG/MIN 3.5:1



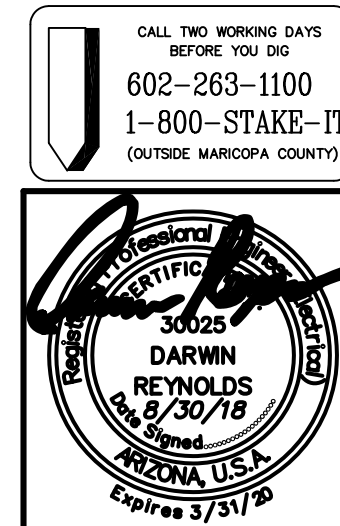
**WORST CASE SPACING FOR 37' WIDE ROADWAY
(COLLECTOR) (88W) (31.5' H)**



LUMINAIRE INPUT DATA

GE Lighting Solutions
lamp(s): LED
candela file "ERL1_08E140.IES"
1 lamp(s) per luminaire, 8,500 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 88
Outreach (from mounting axis to photometric center)= 48 in
mounting height= 31.5 ft

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES



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SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
WWW.DARCORINC.COM

PROJECT TITLE
**AUSTIN RANCH EAST - PHASE 2 -
PARCEL 9, 10, 11 - SURPRISE, ARIZONA**

SHEET TITLE
**ROADWAY PHOTOMETRIC
CALCULATIONS**

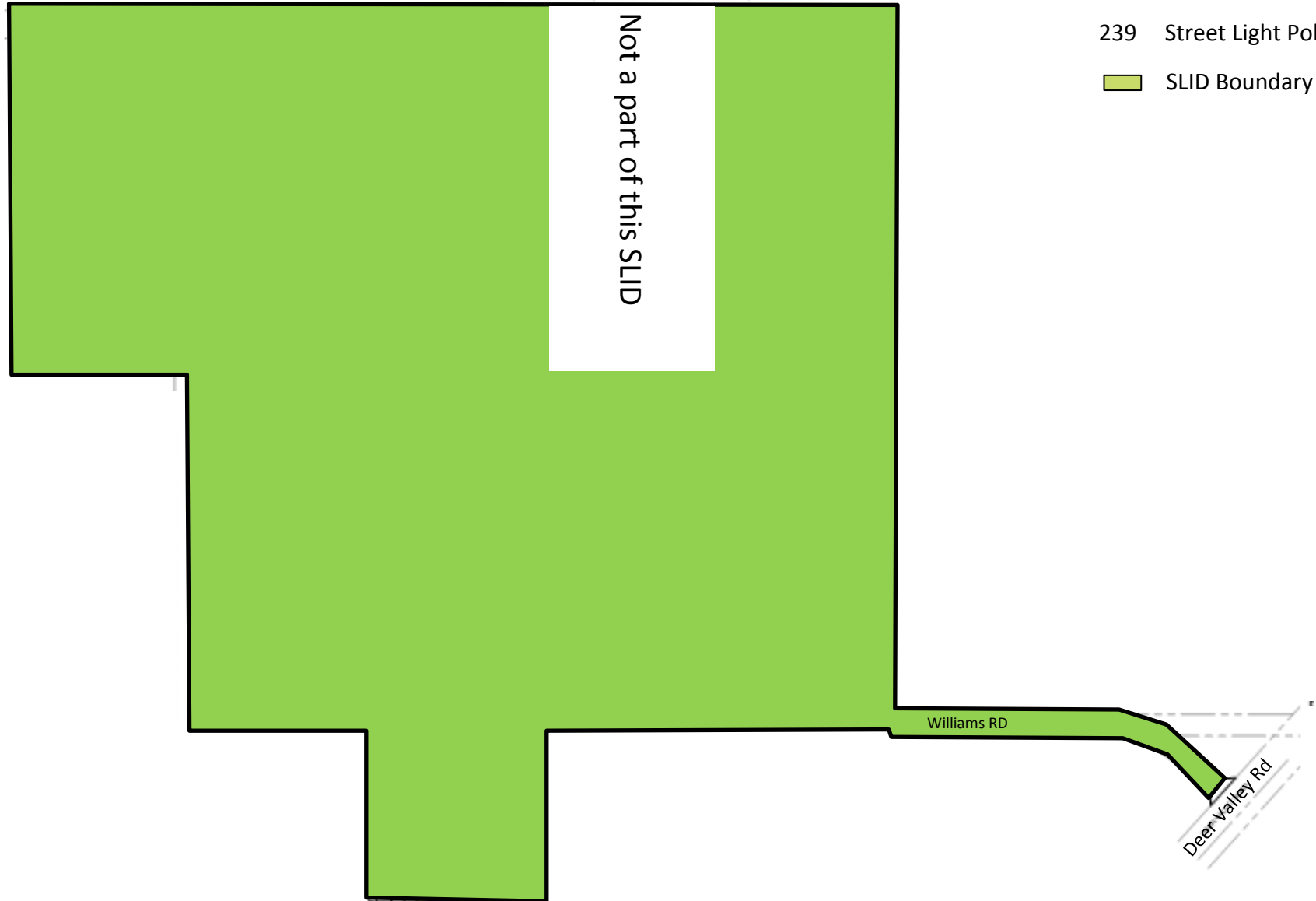
DATE AUG 2018	DESIGNED: DAR	DWG No. P1	SHEET 9 OF 9
SCALE N/A	DRAWN: BPR	PROJ No. 18009	
CHECKED: DAR			

Austin Ranch East

Street Lights:

239 Street Light Pole

SLID Boundary



STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

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

SU-AustinRanchEast

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Courtland Homes, Inc.		503-73-033J	
Courtland Homes, Inc.		503-73-033W	
Austin Ranch, LLC		503-73-034C	
Courtland Homes, Inc.		503-74-002E	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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SU-AustinRanchEast

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Courtland Homes, Inc.		503-73-037C	
Courtland Homes, Inc.		503-73-037H	
Courtland Homes, Inc.		503-73-038A	
Courtland Homes, Inc.		503-73-038D	



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

AVAILABILITY

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

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



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

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

			CHARGES	
			Investment by Company	Investment by Others
A. Flush		Height		
		4 ft.	\$10.67	\$1.47
		6 ft.	\$12.73	\$2.21
B. Pedestal		8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	4 ft. 6"	\$10.12	\$1.75



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



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

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

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

TRIP CHARGE

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 16, 2018	Contact Person:	Karl Zook Public Works City Engineer
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the FY2019 budget by reallocating appropriations from Economic Development Contingency to the Dysart Median project, #P61400 in the amount of \$2,800 and amending the Capital List of items over \$50,000; Resolution # 2018-155.

Motion:

I move to approve Resolution # 2018-155.

Background:

This project was a joint effort between the City of Surprise, the City of El Mirage and the developer. The partnership required the developer to pay for the design, Surprise to pay for the construction and El Mirage to own and maintain the median. The median improvements have reached substantial completion.

Due to difficulties locating a water line to serve the median irrigation, the contractor incurred an additional \$2,800.

This item amends the budget to allow for final payment to the contractor.

Objective Analysis:

The water location and installation are critical to maintain the landscaping in the median.

Policy Compliant:

This item is policy compliant.

Financial Impact:

The additional one-time costs associated with locating the water line related to the Dysart median project is estimated to be \$2,800. This action will allow for payment associated with the project completion.

Budget Impact:

This action will reallocate appropriations in the amount of \$2,800 from Economic Development contingency to the Dysart Median project #P61400 without exceeding the approved total annual budget for FY2019.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

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☐ [Resolution 2018-155](#)

RESOLUTION # 2018-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$2,800 FROM GENERAL FUND ED CONTINGENCY TO INCREASE THE DYSART MEDIAN PROJECT P-61400 RELATED TO ADDITIONAL COSTS FOR WATER LINE LOCATING AND AMENDING THE CAPITAL LIST OF ITEMS OVER \$50,000.

WHEREAS, Public Works has been managing the Dysart Median Project P-61400 on behalf of Economic Development;

WHEREAS, the project ran into minor cost over runs related to locating the water line associated with the landscape median which necessitates an increase to the budget for the project;

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

WHEREAS, the City of Surprise Procurement Code §2-388 (d) requires the authority of Mayor and Council when the cost to the city is greater than \$50,000;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

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 2018-155

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$2,800 for construction related to the Dysart median project. The additional cost is related to locating the water line for the landscape median. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Public Works	#P61400 Construction of Median on Dysart Rd	E	2,799,500	2,800	2,802,300
General Fund	General Operations	Contingency	E	1,116,800	(2,800)	1,114,000

2. List of Capital Items Over \$50,000 - Council approved monies for construction of the median on Dysart road for Fiscal Year 2019 Capital and Operating List of Items Over \$50,000. This amount was based on the approved budget. With this budget amendment and additional line item adjustments within the operating budget those amounts will change accordingly.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
CAPITAL PROJECTS				
19058	Construction of Median on Dysart Road (P61400)	\$500,000	\$2,800	\$502,800



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action declaring the City's intention to create the, "AUSTIN RANCH WEST PARCEL 5 #144" Street Light Improvement District pursuant to A.R.S. 48-616; Resolution #2018-113.

Motion:

I move to approve Resolution # 2018-113.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Austin Ranch West Parcel 5 (SU-AustinRnchWstPar5) development

Policy Compliant:

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

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2019 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2019, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2020, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-113](#)
 - ☐ [Austin Ranch West Parcel 5 Streetlight Plans](#)
 - ☐ [Austin Ranch West Parcel 5 SLID Map](#)
 - ☐ [Austin Ranch Petition](#)
-

RESOLUTION # 2018-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, AUSTIN RANCH WEST PARCEL 5 #144 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, AUSTIN RANCH WEST PARCEL 5 #144 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona, Austin Ranch West Parcel 5 #144 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"

STREET LIGHT IMPROVEMENT DISTRICT (SLID) AUSTIN RANCH WEST-PARCEL 5 (#144)

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE N 00°08'45" W, COINCIDENT WITH THE WEST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF
2621.82 FEET TO THE WEST ¼ CORNER OF SAID SECTION 15;
THENCE N 89°53'20" E, COINCIDENT WITH THE NORTH LINE OF SAID
SOUTHWEST QUARTER, A DISTANCE OF 1337.09 FEET;
THENCE N 89°53'58" E, COINCIDENT WITH THE NORTH LINE OF SAID
SOUTHWEST QUARTER, A DISTANCE OF 71.80 FEET;
THENCE S 34°09'22" E, A DISTANCE OF 155.93 FEET TO A POINT ON A
NON-TANGENT CURVE FROM WHICH POINT THE CENTER BEARS
S 34°09'22" E AT A DISTANCE OF 55.00 FEET;
THENCE WITH THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT,
HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF
26°26'45", AN ARC DISTANCE OF 25.39 FEET;
THENCE N 60°36'06" W, A DISTANCE OF 21.98 FEET;
THENCE S 89°53'58" W, A DISTANCE OF 104.09 FEET;
THENCE S 00°09'48" E, A DISTANCE OF 1174.30 FEET;
THENCE S 00°03'52" E, A DISTANCE OF 107.42 FEET;
THENCE N 49°28'25" W, A DISTANCE OF 11.32 FEET;
THENCE S 78°43'45" W, A DISTANCE OF 30.00 FEET TO A POINT ON A
NON-TANGENT CURVE FROM WHICH POINT THE CENTER BEARS
S 78°43'45" W AT A DISTANCE OF 150.00 FEET;
THENCE WITH THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT,
HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF
78°52'31", AN ARC DISTANCE OF 206.49 FEET TO A POINT OF TANGENCY;
THENCE S 89°51'15" W, A DISTANCE OF 1115.81 FEET;
THENCE S 00°08'45" E, A DISTANCE OF 1265.06 FEET;
THENCE S 45°06'19" E, A DISTANCE OF 28.30 FEET;
THENCE S 00°08'45" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE
SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15;

THENCE S 89°56'08" W, COINCIDENT WITH THE SOUTH LINE OF SAID
SOUTHWEST QUARTER. A DISTANCE OF 75.00 FEET TO THE TRUE POINT
OF BEGINNING.

CONTAINING IN AREA 1,854,325.025 SQUARE FEET OR 42.569 ACRES
MORE OR LESS.

DESCRIPTION PREPARED BY:
MICHAEL J. THOLL, RLS # 22283
SAGE LAND SURVEYING
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

JULY 30, 2018



Attached is EXHIBIT "B" and by reference is made a part hereof.

EXHIBIT "B"

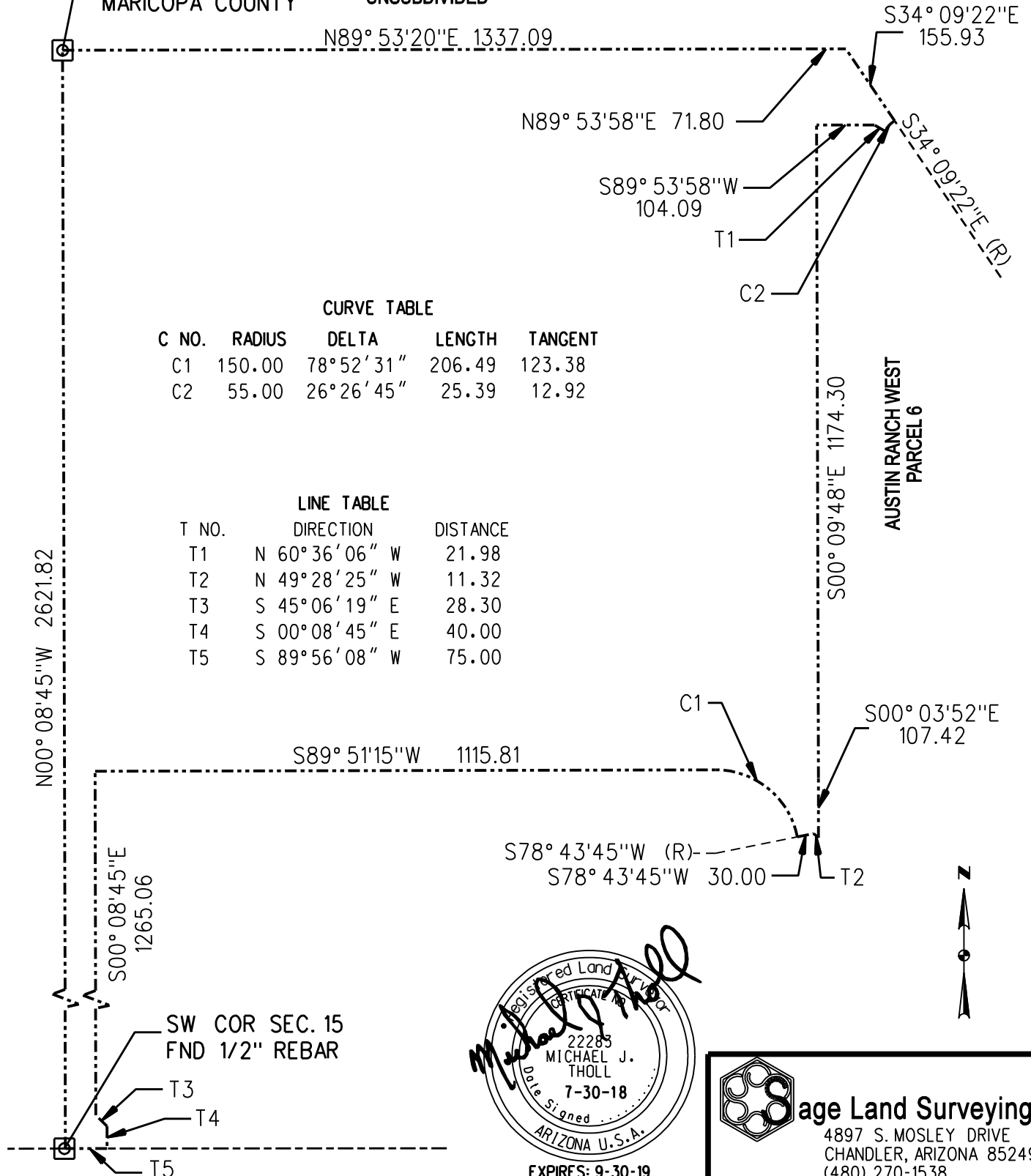
STREET LIGHT IMPROVEMENT DISTRICT (SLID)
FOR

AUSTIN RANCH WEST PARCEL 5 (#144)

A PORTION OF SECTION 15, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN, CITY OF SURPRISE,
MARICOPA COUNTY, ARIZONA

W 1/4 COR SEC. 15
FND 2" ALUM CAP
ON 1/2" REBAR
MARICOPA COUNTY

UNSUBDIVIDED



Sage Land Surveying
4897 S. MOSLEY DRIVE
CHANDLER, ARIZONA 85249
(480) 270-1538

DARCOR GENERAL NOTES

- A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.
- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
- C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.
- E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 41 WATT / 4,800 LUMEN AND THE 88 WATT / 8,200 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 108 WATT / 11,100 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

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

CITY OF SURPRISE
GENERAL ENGINEERING NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION. ANY ALTERATION OR VARIANCE FROM THESE PLANS, ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

DEVELOPER

COURTLAND HOMES, INC.
4160 W. KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7515
CONTACT: HANS KOPPENHOEFER, P.E.

CIVIL ENGINEER

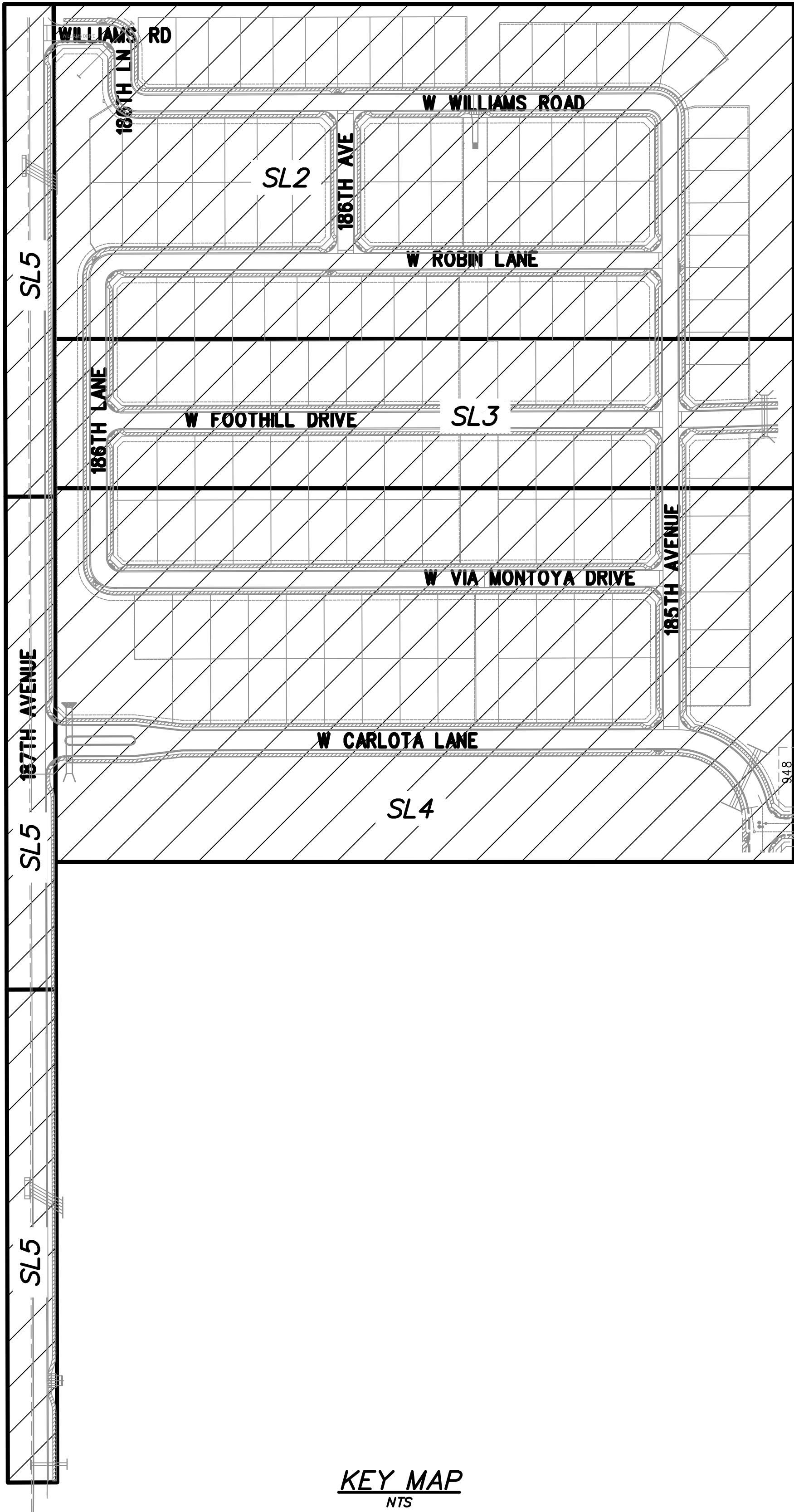
A. GARY HOODZOW, P.E., LLC
7145 E. LAGUNA AZUL AVENUE
MESA, ARIZONA 85209
PHONE: (480) 807-3958
CONTACT: A. GARY HOODZOW, P.E.

ELECTRICAL ENGINEER

DARcor & ASSOCIATES, INC.
7600 N. 16TH STREET, STE 212
PHOENIX, ARIZONA 85020
PHONE: (602) 795-2699
CONTACT: DARWIN REYNOLDS, P.E.

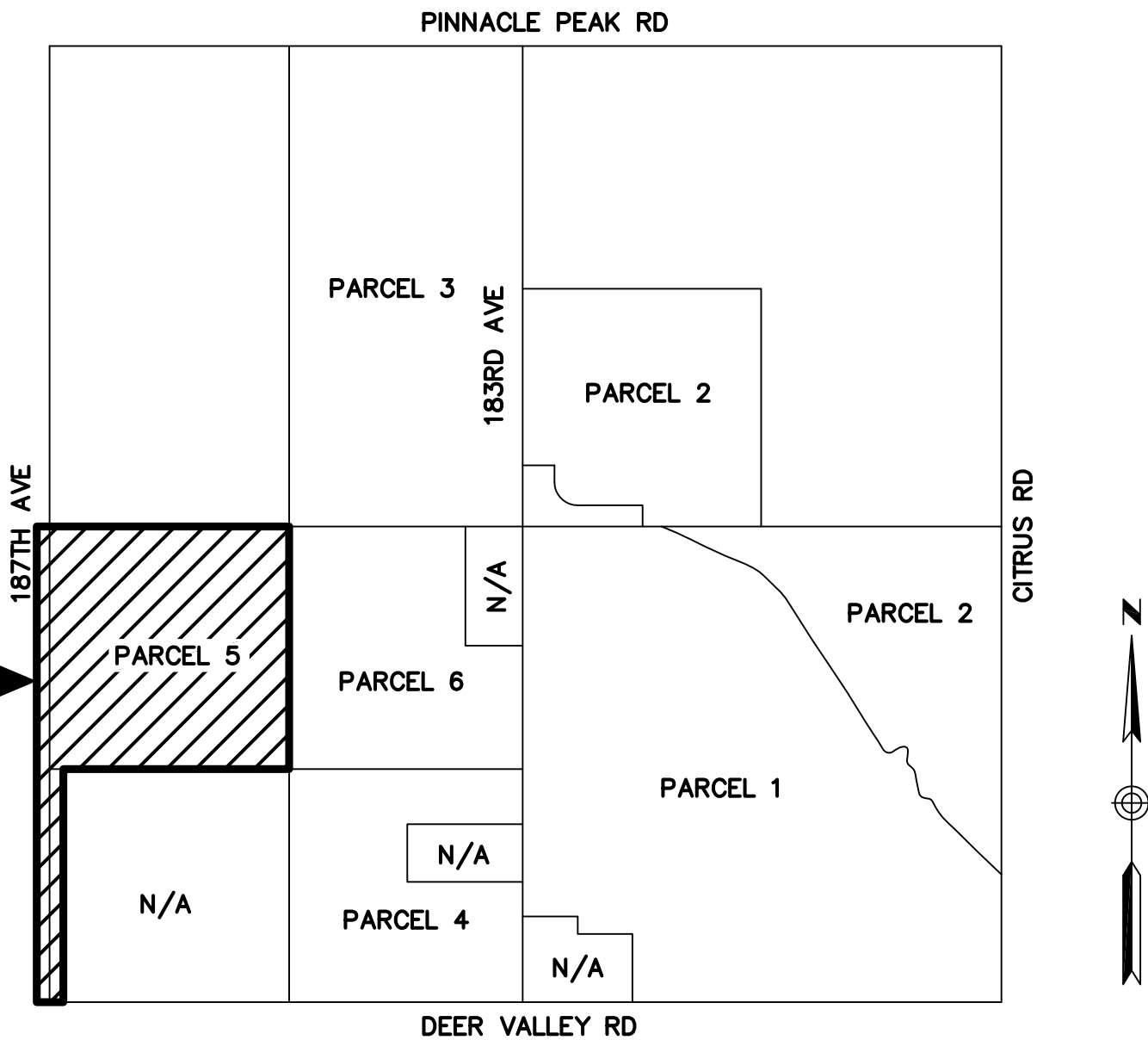
STREET LIGHTING PLANS
FOR
AUSTIN RANCH WEST
PARCEL 5

A SUBDIVISION OF A PART OF SECTION 15 TOWNSHIP 4 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



KEY MAP
NTS

PROJECT
LOCATION



VICINITY MAP
NTS

UTILITIES

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW OF ANY UTILITY CONFLICTS. IF ANY CONFLICTS ARISE DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES, IT SHALL BE REPORTED TO THE APPROPRIATE UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

UTILITY COMPANY	CONTACT	CONTACT METHOD	DATE SENT	RESPONSE RECEIVED	REMARKS
ARIZONA PUBLIC SERVICE	MAPPRINT@APSC.COM	EMAIL	2/3/14	2/4/14	NO APPARENT CONFLICTS
BEARDSLEY WATER COMPANY	JUDY LOPEZ	BY HAND	1/31/14	1/31/14	NO APPARENT CONFLICTS
COX COMMUNICATIONS	TMC DEPARTMENT	USPS	2/3/14	2/18/14	NO APPARENT CONFLICTS
EL PASO NATURAL GAS	RUSSELL WILLIAMS	EMAIL	2/3/14	2/4/14	NO APPARENT CONFLICTS
CENTURY LINK	CONFLICT REVIEW LIAISON	USPS	2/3/14	3/14/14	NO APPARENT CONFLICTS
SOUTHWEST GAS	FRANCHISE ENGINEERING	USPS	2/3/14	2/18/14	NO APPARENT CONFLICTS
SPRINT	COLIN SWORD	EMAIL	2/3/14	2/5/14	NO APPARENT CONFLICTS
SRP (ELECTRIC)	CONFLICT REVIEW	USPS	2/3/14	2/5/14	---
SRP (SRVNUA)	SUZANNE ORTEGA	USPS	2/3/14	2/11/14	NO APPARENT CONFLICTS

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING COVER SHEET
SL2	STREET LIGHTING LAYOUT - I
SL3	STREET LIGHTING LAYOUT - II
SL4	STREET LIGHTING LAYOUT - III
SL5	STREET LIGHTING LAYOUT - IV
SL6	STREET LIGHTING DETAILS

LEGEND & QUANTITIES LIST			
QTY (BY SLID)	FUTURE	SYMBOL	DESCRIPTION
#144			
38	0		41W LED (4,800 LUMENS) STREET LIGHT
5	5		88W LED (8,200 LUMENS) STREET LIGHT
8	8		108W LED (11,500 LUMENS) STREET LIGHT

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____
CITY OF SURPRISE ENGINEER

DATE _____

DARCOR
ELECTRICAL CONSULTING ENGINEERS

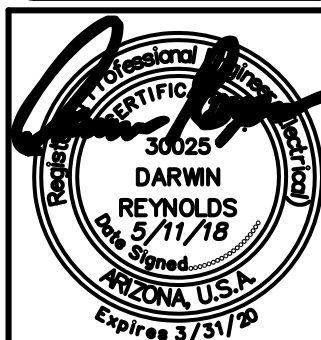
7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2699
Fax: (602) 216-7201

PROJECT TITLE
**AUSTIN RANCH WEST PARCEL 5
SURPRISE, ARIZONA**

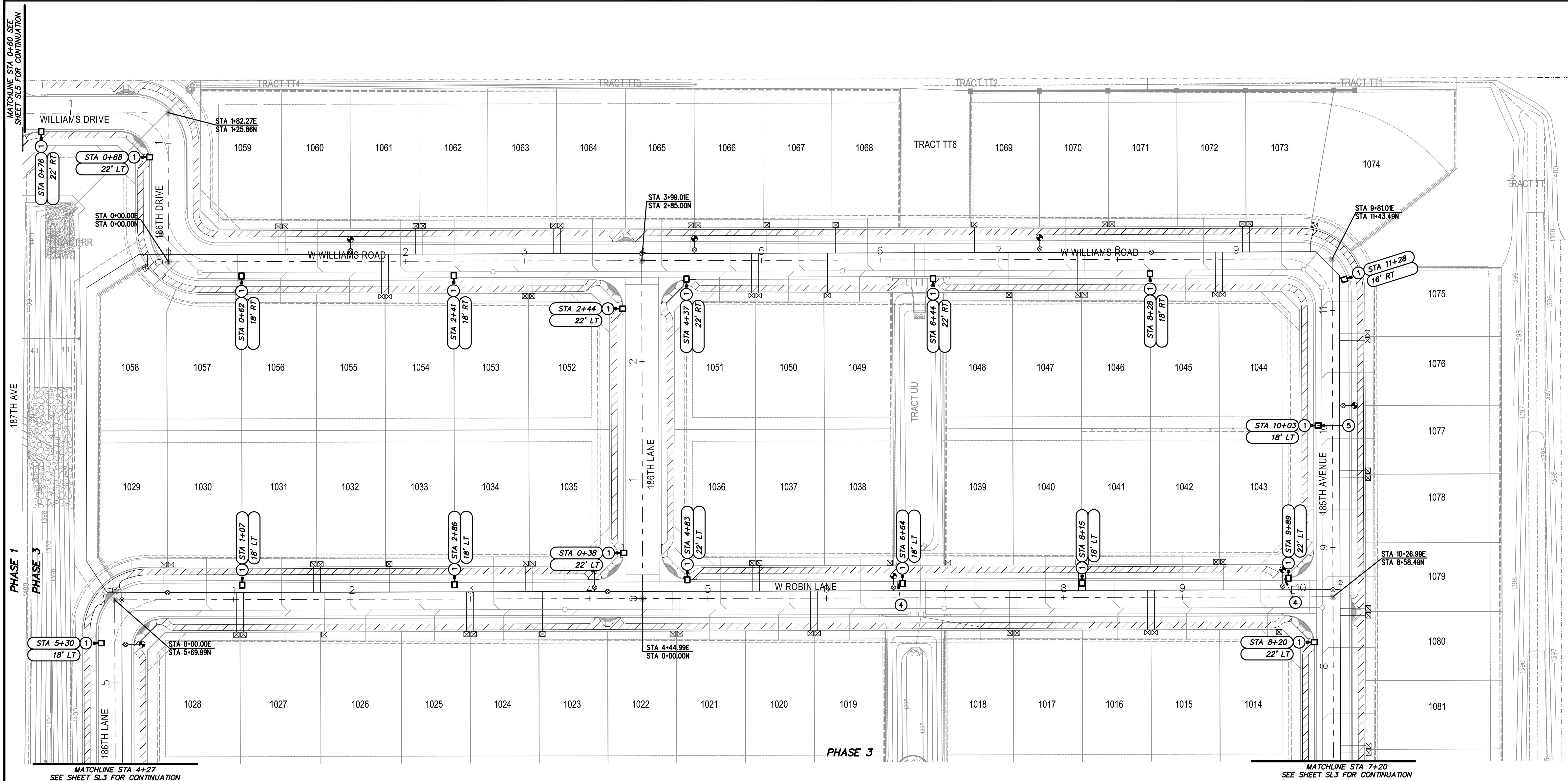
SHEET TITLE
**STREET LIGHTING
COVER SHEET**

DATE MAY 2018	DESIGNED: DRG	DWG No. SL1	SHEET 1
SCALE AS SHOWN	DRAWN: DRG	PROJ No. 13040	OF 6
	CHECKED: DAR		

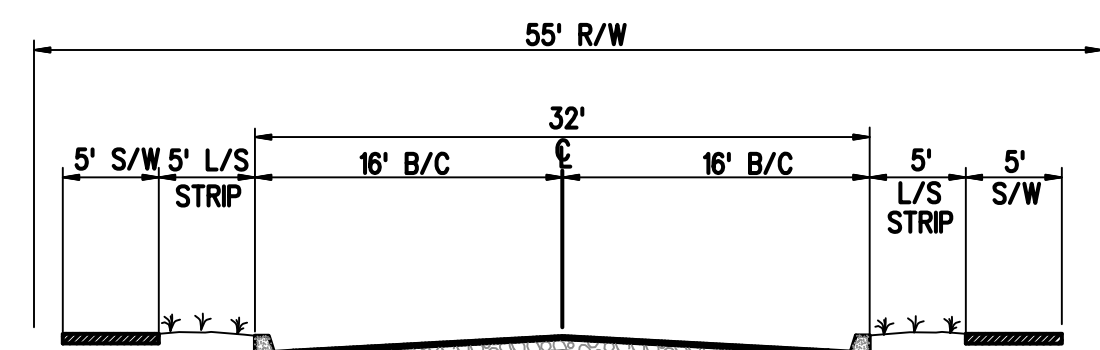
CALL TWO WORKING DAYS
BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



Saved: May 11, 2018 File: 13040-P5-SL2.dwg Drafter: Brandon Rickard

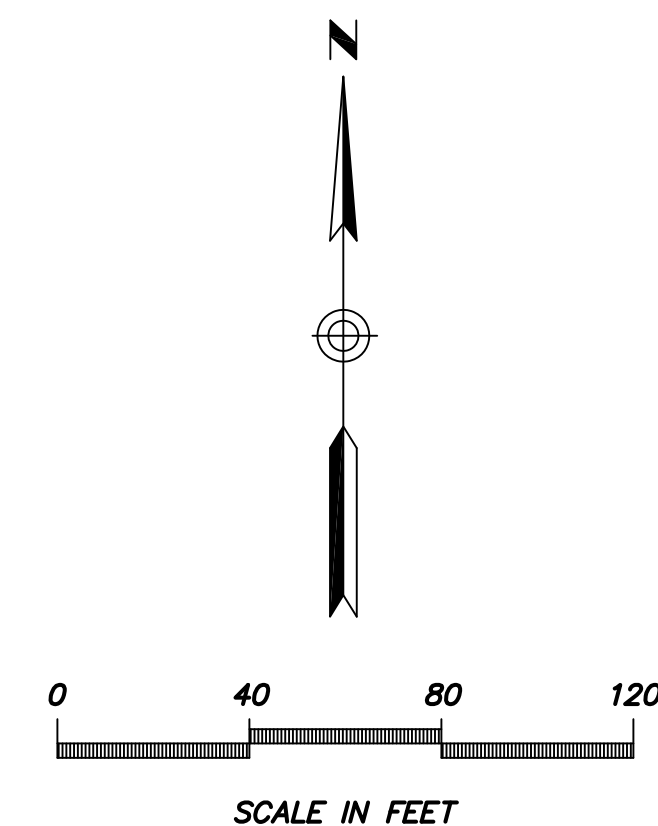


NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



LOCAL STREET SECTION

NTS
TYPICAL FOR: W. WILLIAMS ROAD
W. ROBIN LANE
186TH LANE
186TH AVENUE
185TH AVENUE



KEY NOTES

1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30"-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL6.
4. MAINTAIN A MINIMUM OF 7-FOOT CLEARANCE FROM FIRE HYDRANT.
5. LUMINAIRE TO INCLUDE AN APPROVED APS HOUSE-SIDE SHIELD.

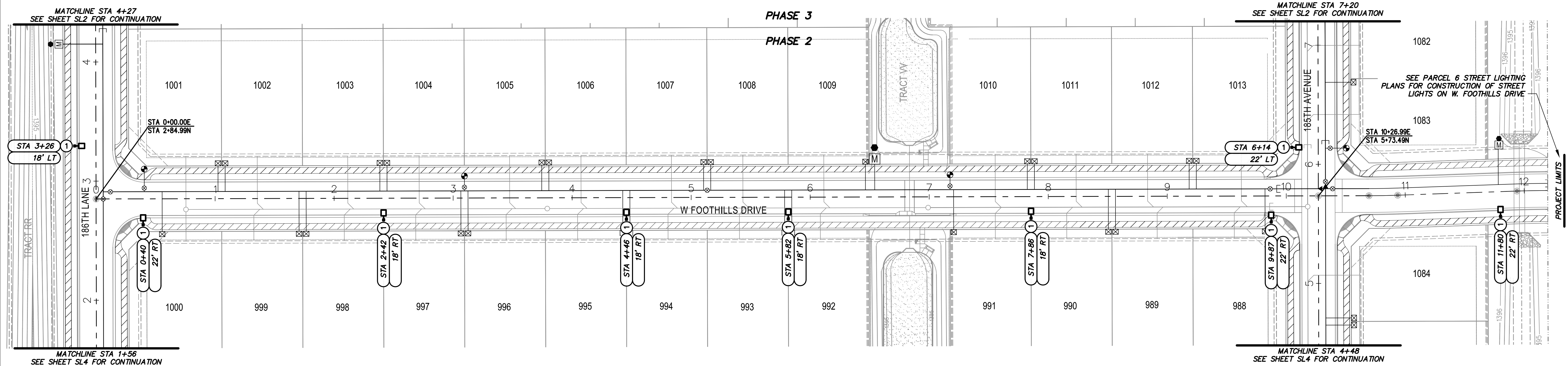
DARCOR
ELECTRICAL CONSULTING ENGINEERS
7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
Fax: (602) 216-7201

PROJECT TITLE
**AUSTIN RANCH WEST PARCEL 5
SURPRISE, ARIZONA**

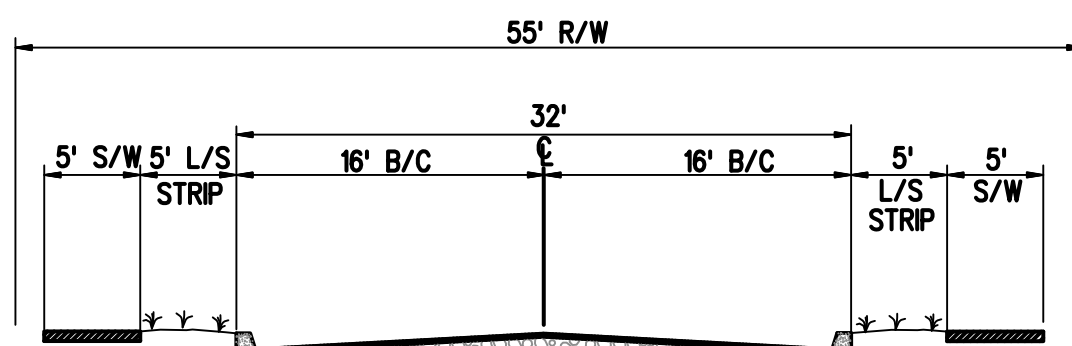
SHEET TITLE
**STREET LIGHTING
LAYOUT - I**

DATE MAY 2018	DESIGNED: DRG	DWG No. SL2	SHEET 2
SCALE AS SHOWN	DRAWN: DRG	PROJ No. 13040	OF 6
	CHECKED: DAR		

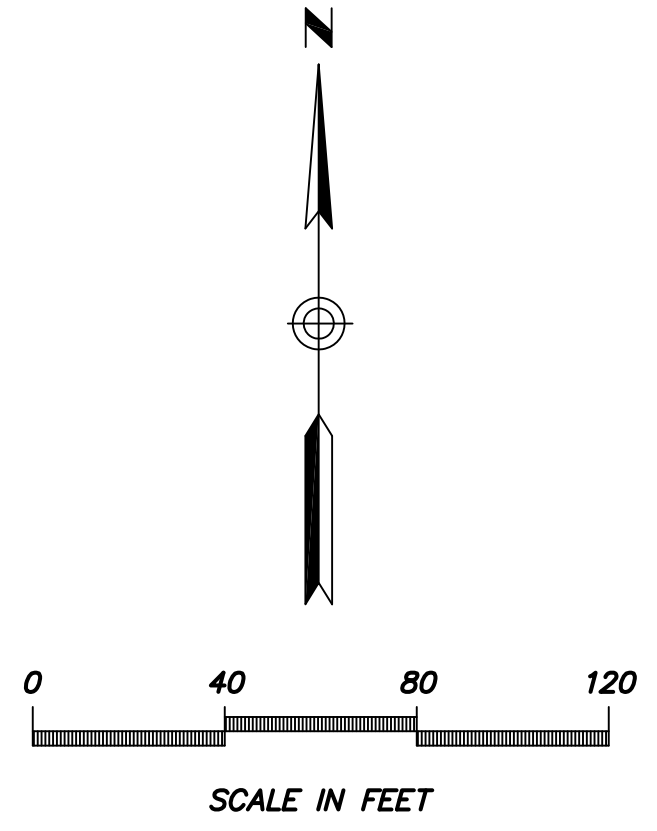
Saved: May 11, 2018 File: 13040-P5-SL3.dwg Drafter: Brandon Rickard



NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS



LOCAL STREET SECTION
NTS
TYPICAL FOR: W. FOOTHILL DRIVE
186TH LANE
185TH AVENUE

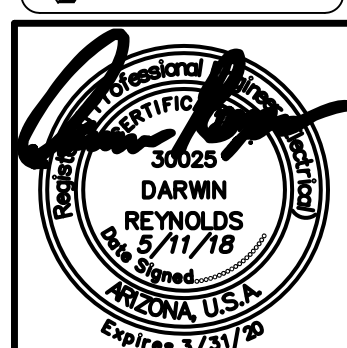


KEY NOTES	
1	INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL6.

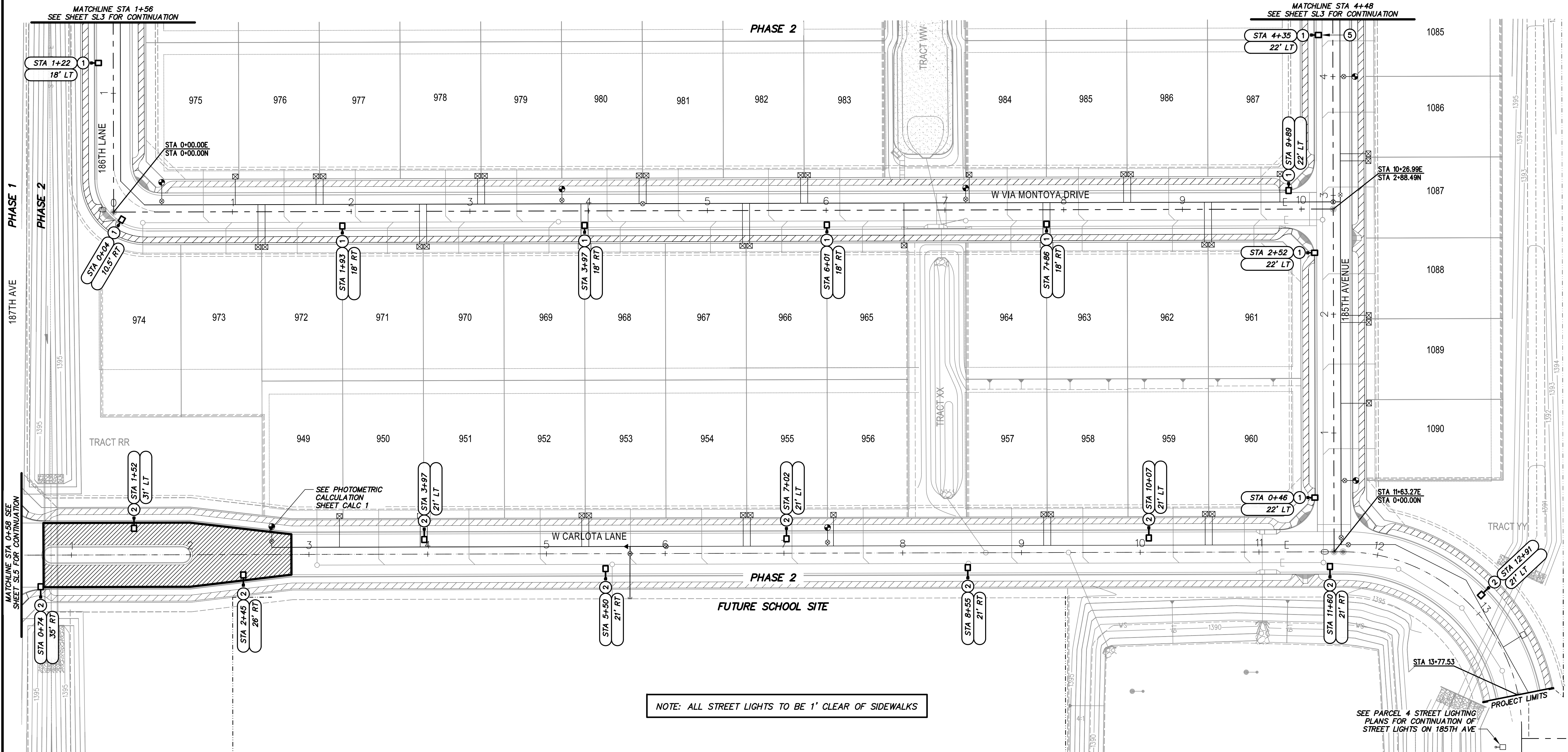


7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
Fax: (602) 216-7201

CALL TWO WORKING DAYS
BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

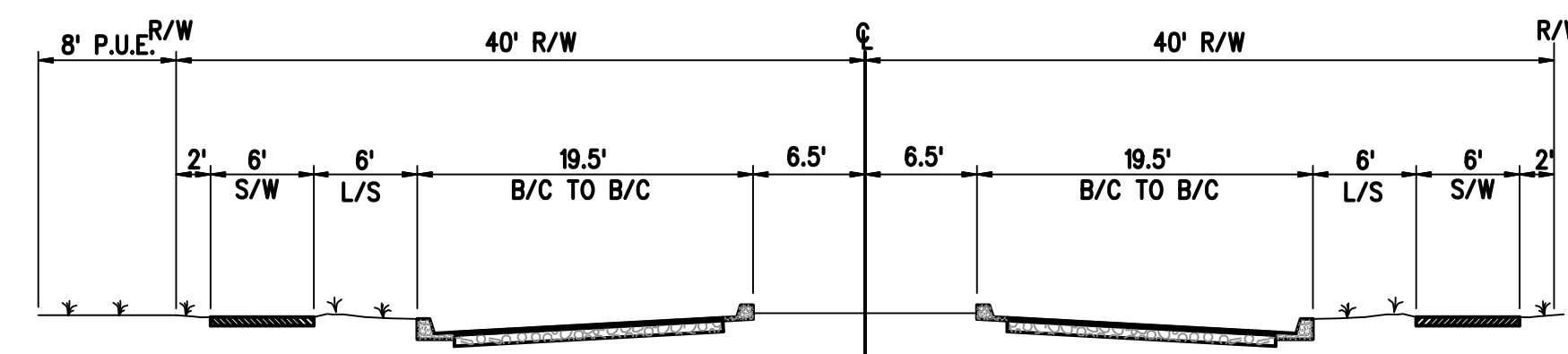


PROJECT TITLE AUSTIN RANCH WEST PARCEL 5 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING LAYOUT - II			
DATE MAY 2018	DESIGNED: DRG	DWG No. SL3	SHEET 3
SCALE AS SHOWN	DRAWN: DRG	PROJ No. 13040	OF 6
CHECKED: DAR			

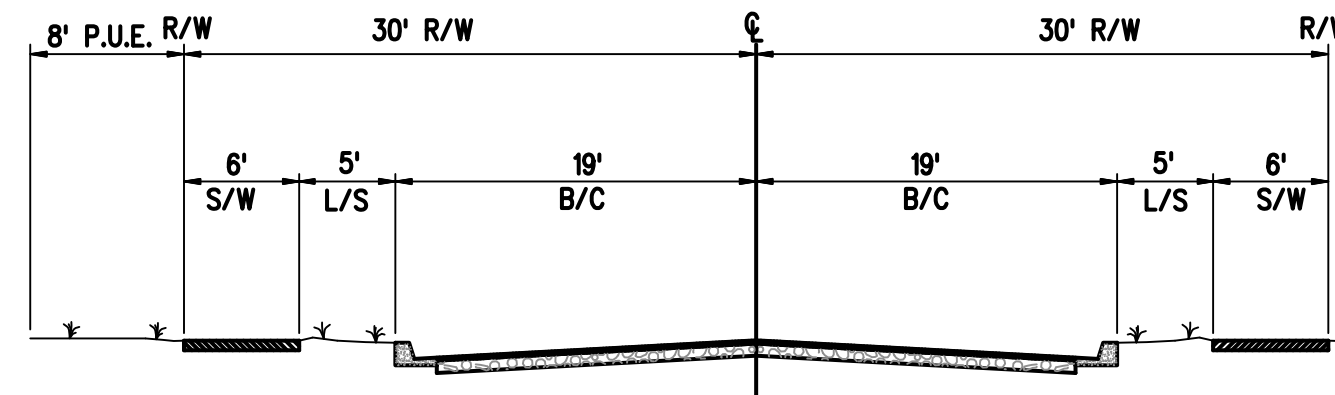


NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

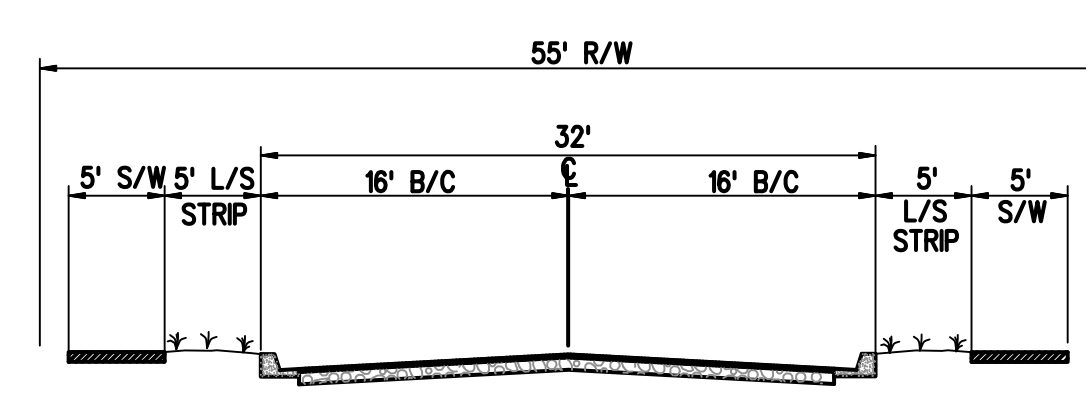
SEE PARCEL 4 STREET LIGHTING PLANS FOR CONTINUATION OF STREET LIGHTS ON 185TH AVE



W. CARLOTA LANE ENTRANCE SECTION
NTS



W. CARLOTA LANE SECTION
NTS

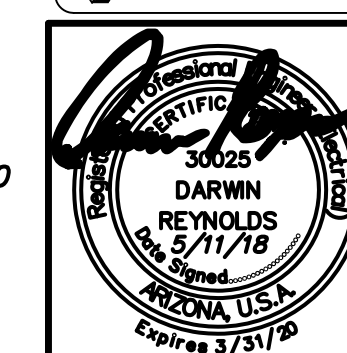
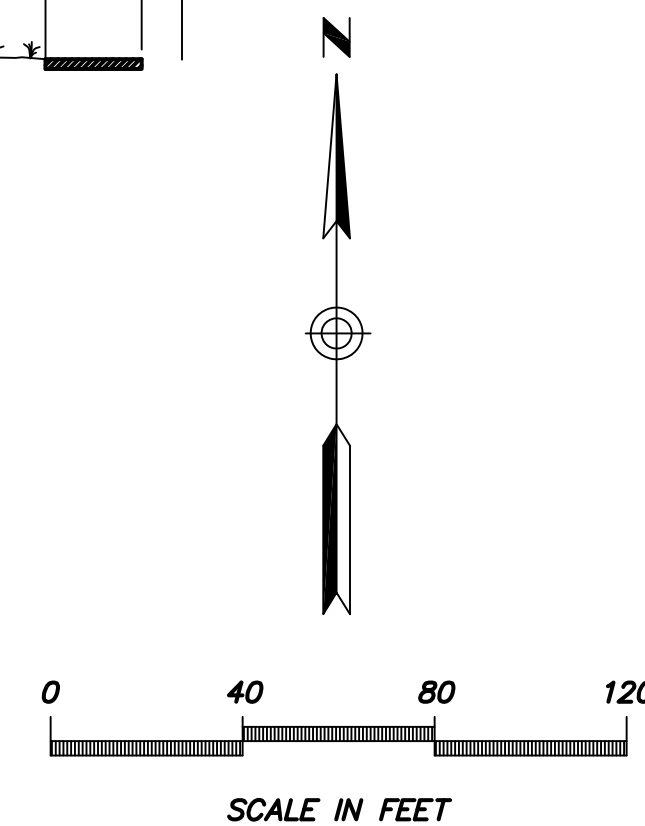


LOCAL STREET SECTION
NTS

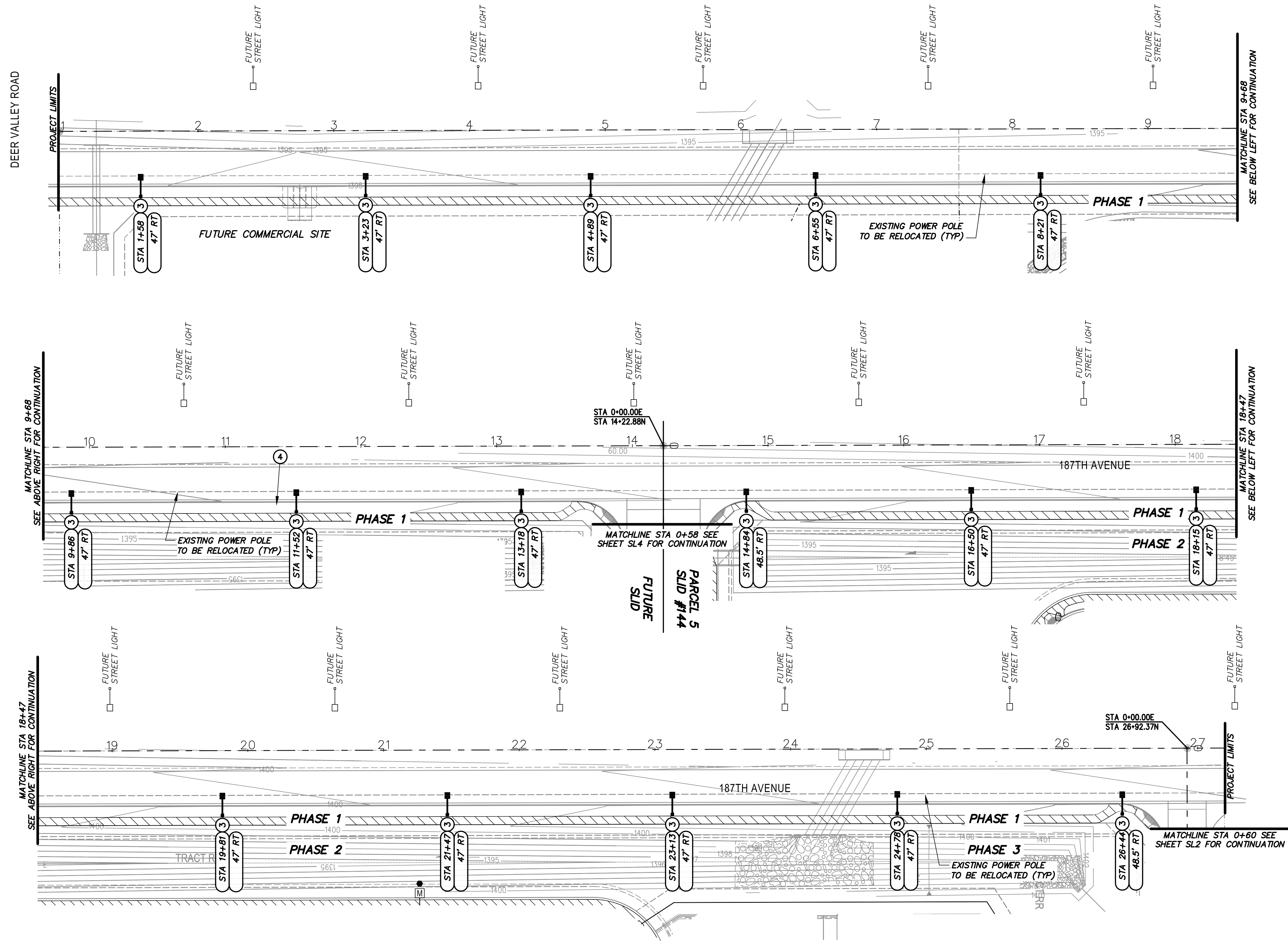
TYPICAL FOR: W. VIA MONTOYA DRIVE
186TH LANE
185TH AVENUE

KEY NOTES

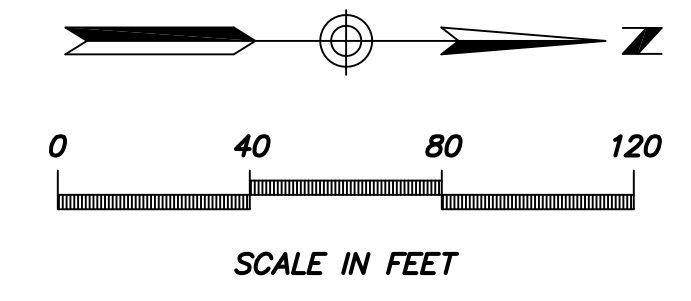
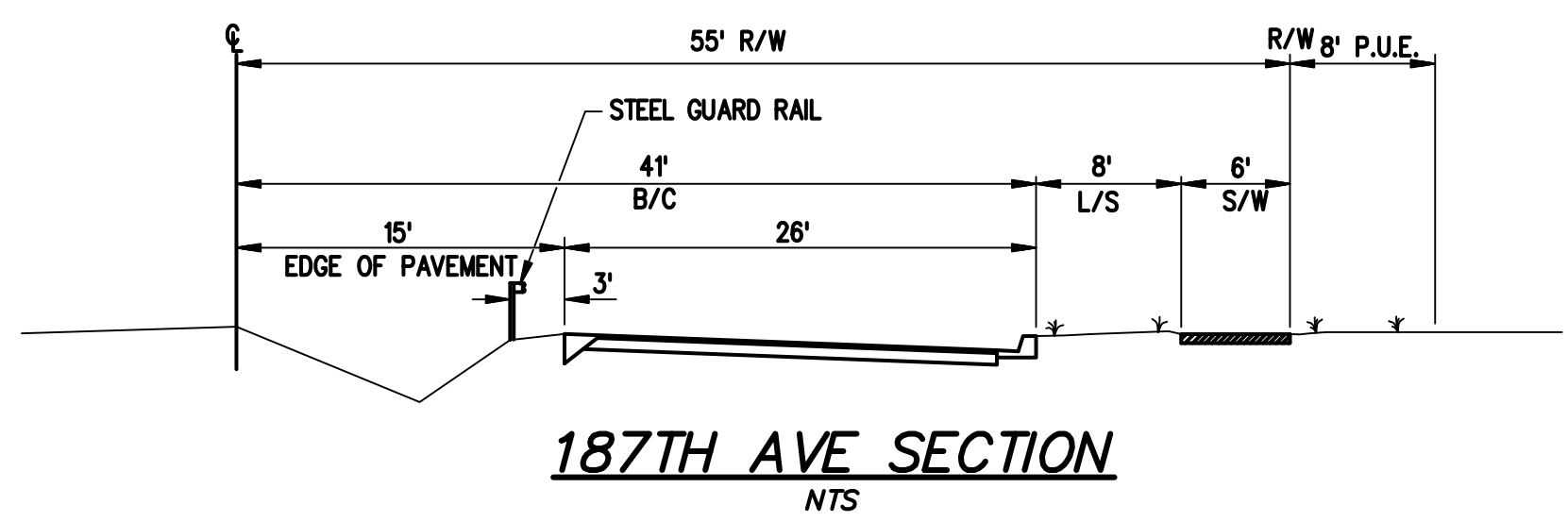
1. INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL6.
2. INSTALL 88W, 3000K LED (8,200 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 4'-0" MAST ARM (31'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL6.
5. LUMINAIRE TO INCLUDE AN APPROVED APS HOUSE-SIDE SHIELD.



 ELECTRICAL CONSULTING ENGINEERS		7600 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 Fax: (602) 216-7201	
PROJECT TITLE AUSTIN RANCH WEST PARCEL 5 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING LAYOUT - III			
DATE MAY 2018	DESIGNED: DRG	DWG No. SL4	SHEET 4 OF 6
SCALE AS SHOWN	DRAWN: DRG		
	CHECKED: DAR	PROJ No. 13040	

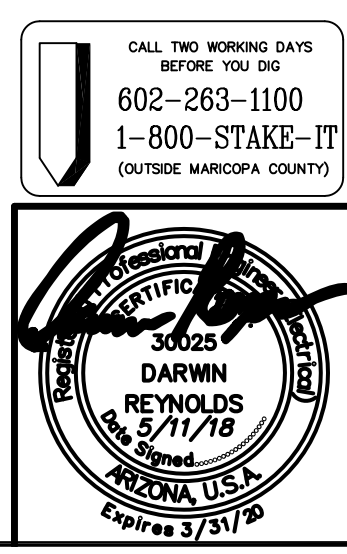


NOTE: ALL STREET LIGHTS TO BE 1' CLEAR OF SIDEWALKS

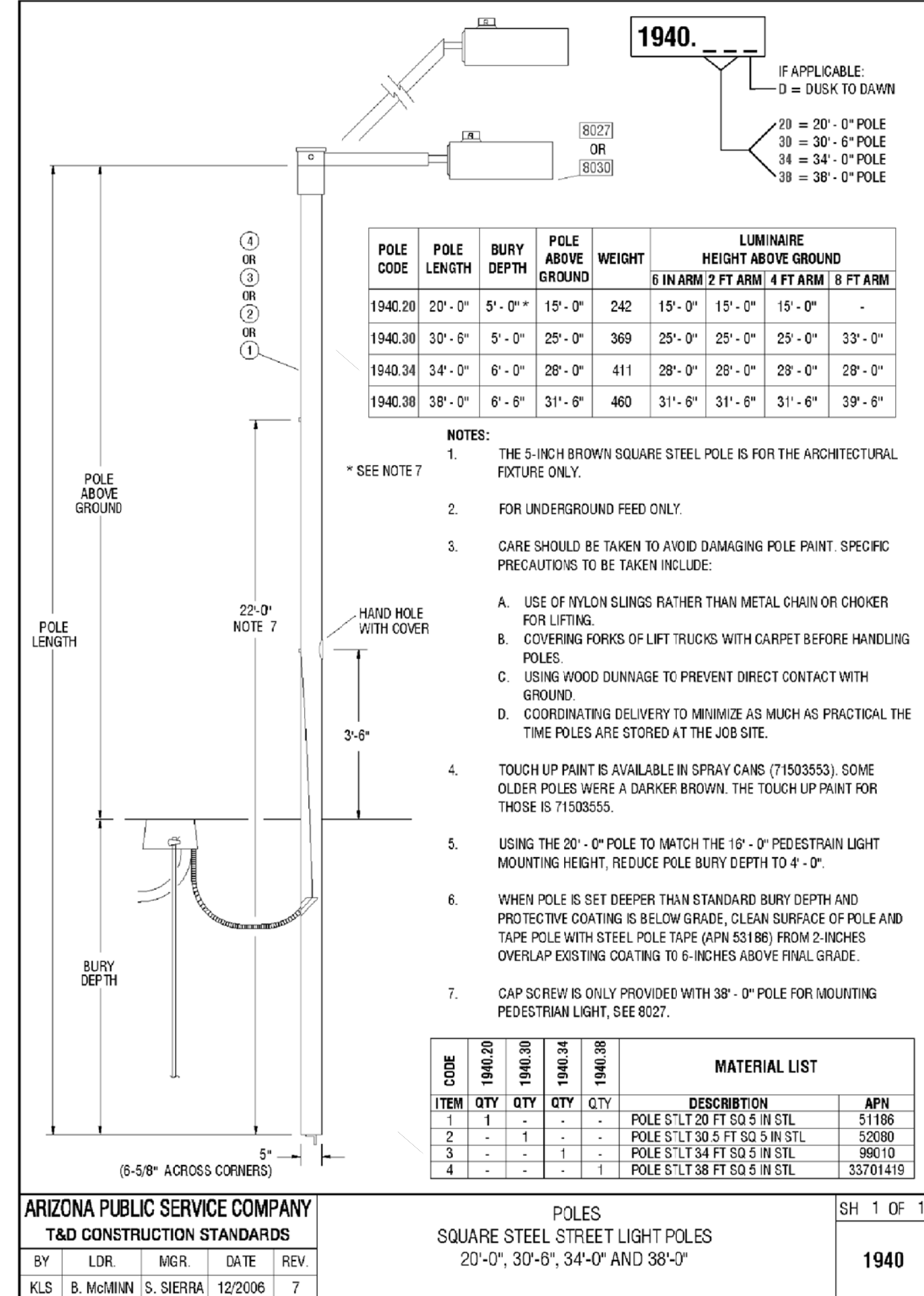
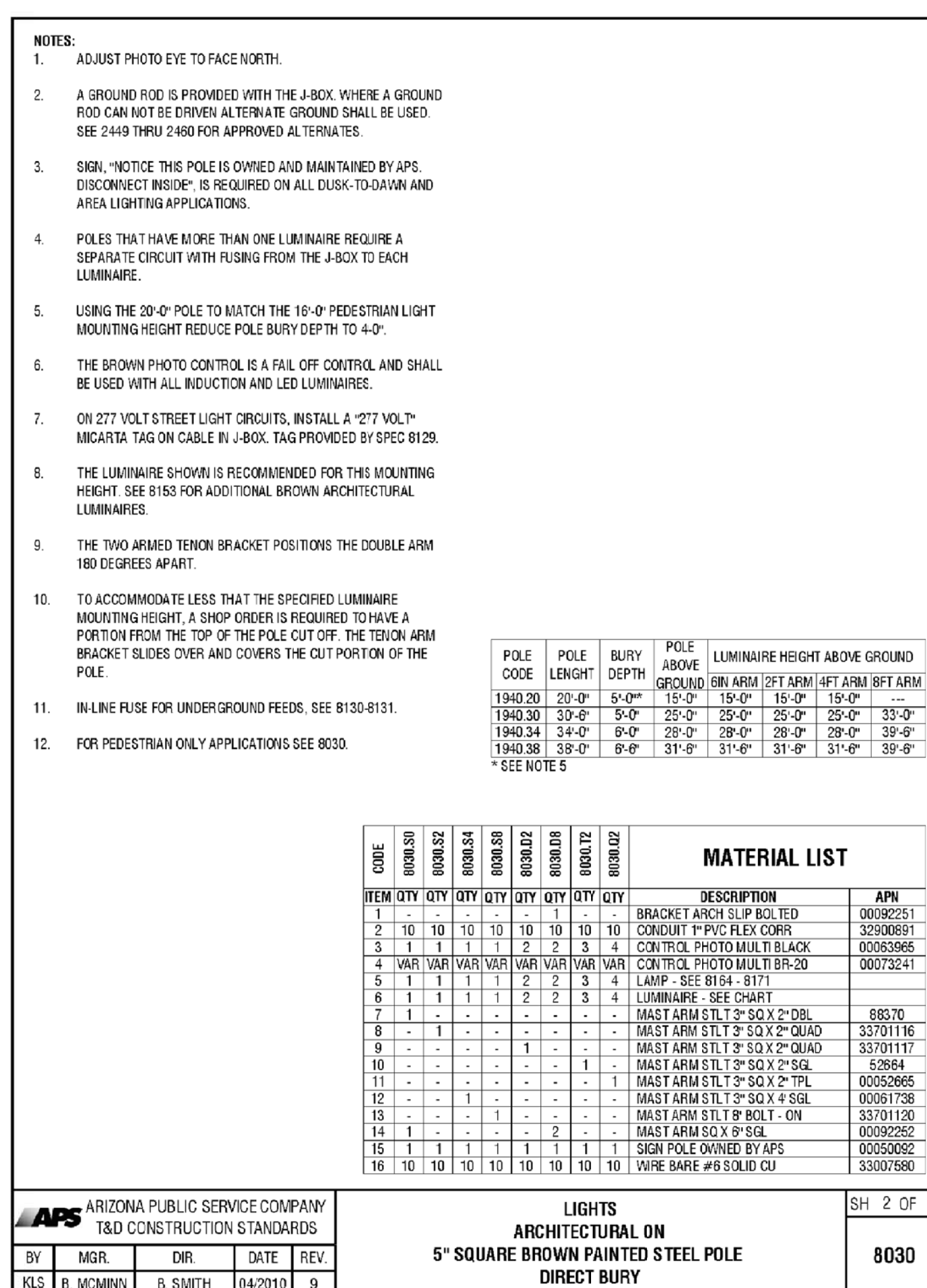
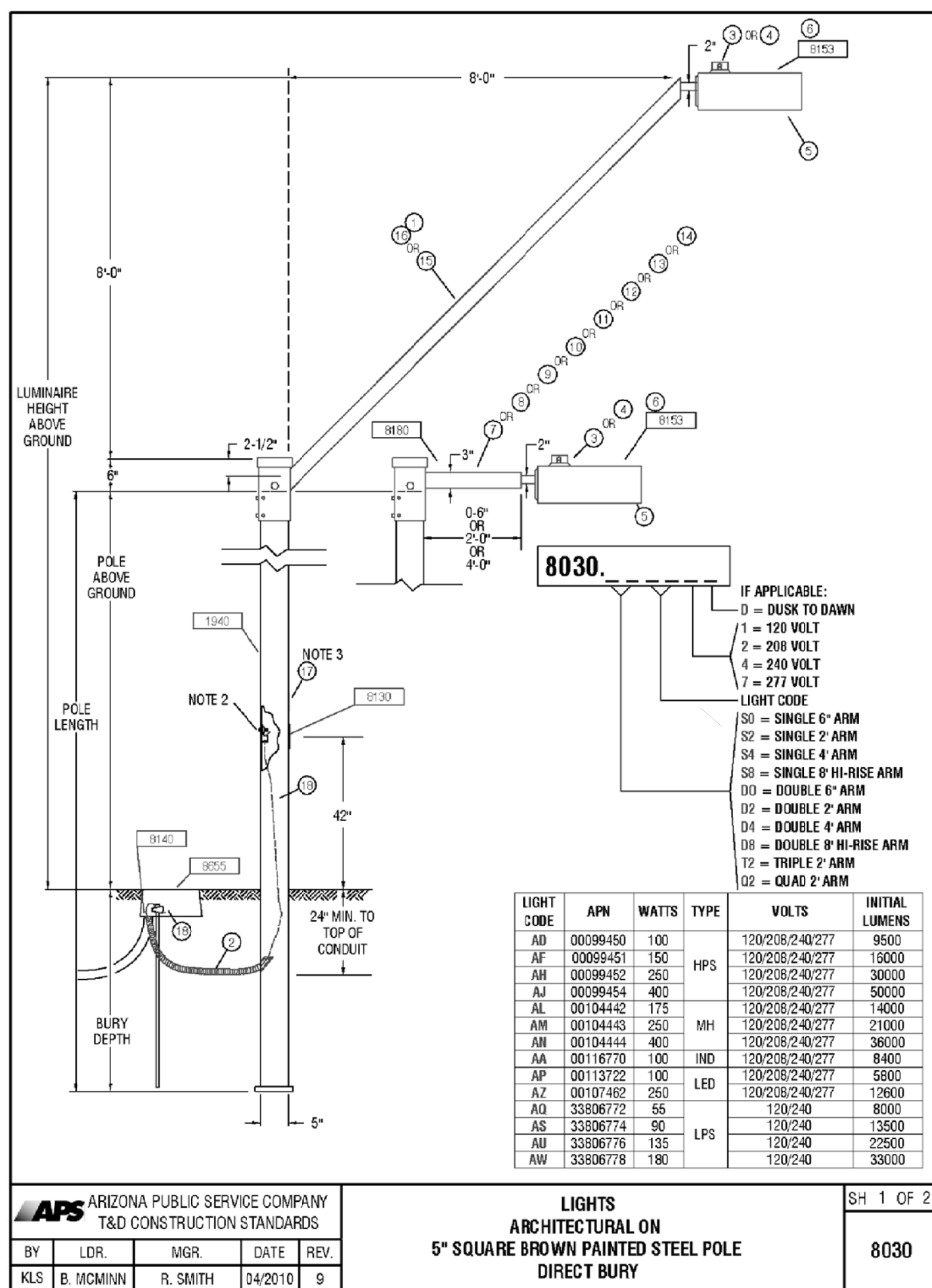


KEY NOTES

- 3. INSTALL 108W, 4000K LED (11,500 LUMENS) GRAY COBRAHEAD LUMINAIRE MOUNTED ON A 38'-0" DIRECT BURIED SQUARE STEEL POLE WITH A 8" X 8" MAST ARM (39'-6" MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL6.
- 4. MAINTAIN A MINIMUM OF 7-FOOT CLEARANCE FROM FIRE HYDRANT.



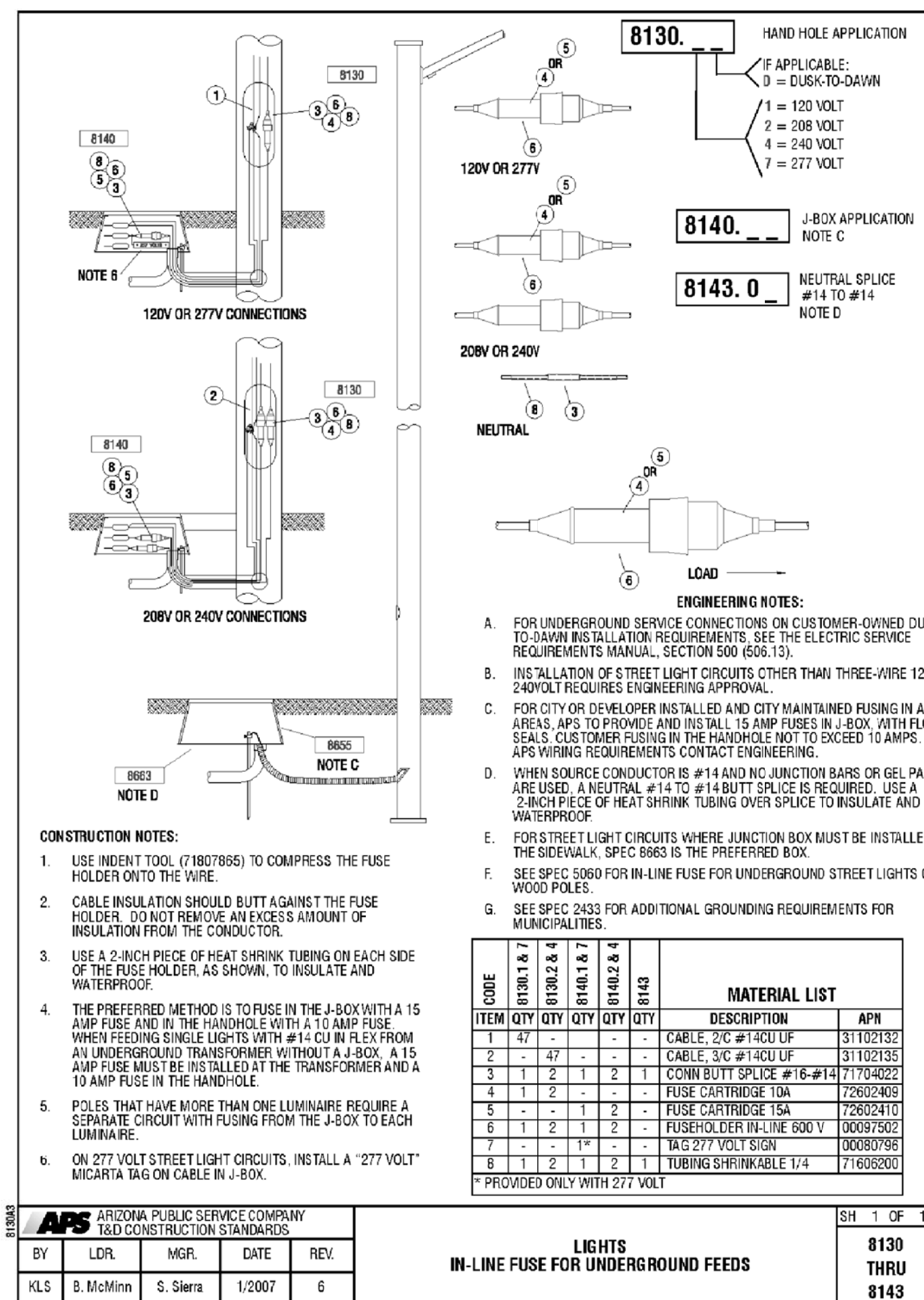
DARCOR ELECTRICAL CONSULTING ENGINEERS 7600 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 Fax: (602) 216-7201			
PROJECT TITLE AUSTIN RANCH WEST PARCEL 5 SURPRISE, ARIZONA			
SHEET TITLE STREET LIGHTING LAYOUT - IV			
DATE MAY 2018	DESIGNED: DRG	DWG No. SL5	SHEET 5
SCALE AS SHOWN	CHECKED: DAR	PROJ No. 13040	OF 6



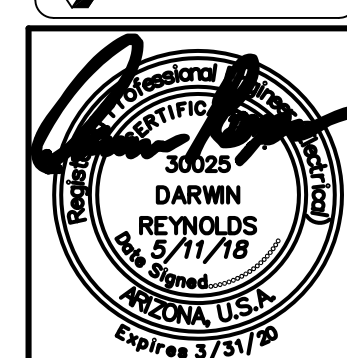
APS APPROVED LED STREET LIGHTS

AS OF 3-15-18

APN	LIGHT CODE	LAMP	WATTS	LUMENS	CCT	COLOR	G.E. MODEL NUMBER	IES CURVE NUMBER
141047	RL41	LED	32	3,800	3000K	DK BRONZE	ERL1004B130ADKBZGRX	ERL1_04B130-120-277V.IES
141048	RL41	LED	41	4,800	3000K	DK BRONZE	ERL1005E130ADKBZGRX	ERL1_05E130-120-277V.IES
141049	RL42	LED	88	8,200	3000K	DK BRONZE	ERL1008E130ADKBZGRX	ERL1_08E130.IES
141050	RL43	LED	108	11,100	3000K	DK BRONZE	ERLH011E130ADKBZGRX	ERLH_11E130.IES
141040	CL50	LED	32	3,800	3000K	GRAY	ERL1004B130AGRAYGRX	ERL1_04B130-120-277V.IES
141041	CL51	LED	41	4,800	3000K	GRAY	ERL1005E130AGRAYGRX	ERL1_05E130-120-277V.IES
141043	CL52	LED	88	8,200	3000K	GRAY	ERL1008E130AGRAYGRX	ERL1_08E130.IES
141045	CL53	LED	108	11,100	3000K	GRAY	ERLH011E130AGRAYGRX	ERLH_11E130.IES
128251	RL50	LED	32	3,900	4000K	DK BRONZE	ERL1004B140ADKBZGRX	ERL1_04B140-120-277V.IES
126804	RL51	LED	41	5,000	4000K	DK BRONZE	ERL1005E140ADKBZGRX	ERL1_05E140-120-277V.IES
126805	RL52	LED	88	8,500	4000K	DK BRONZE	ERL1008E140ADKBZGRX	ERL1_08E140.IES
	RL53	LED	108	11,500	4000K	DK BRONZE	ERLH011E140ADKBZGRX	ERLH_11E140.IES
128329	CL60	LED	32	3,900	4000K	GRAY	ERL1004B140AGRAYGRX	ERL1_04B140-120-277V.IES
128330	CL61	LED	41	5,000	4000K	GRAY	ERL1005E140AGRAYGRX	ERL1_05E140-120-277V.IES
128331	CL62	LED	88	8,500	4000K	GRAY	ERL1008E140AGRAYGRX	ERL1_08E140.IES
128332	CL63	LED	108	11,500	4000K	GRAY	ERLH011E140AGRAYGRX	ERLH_11E140.IES



CALL TWO MORNING DAYS
BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



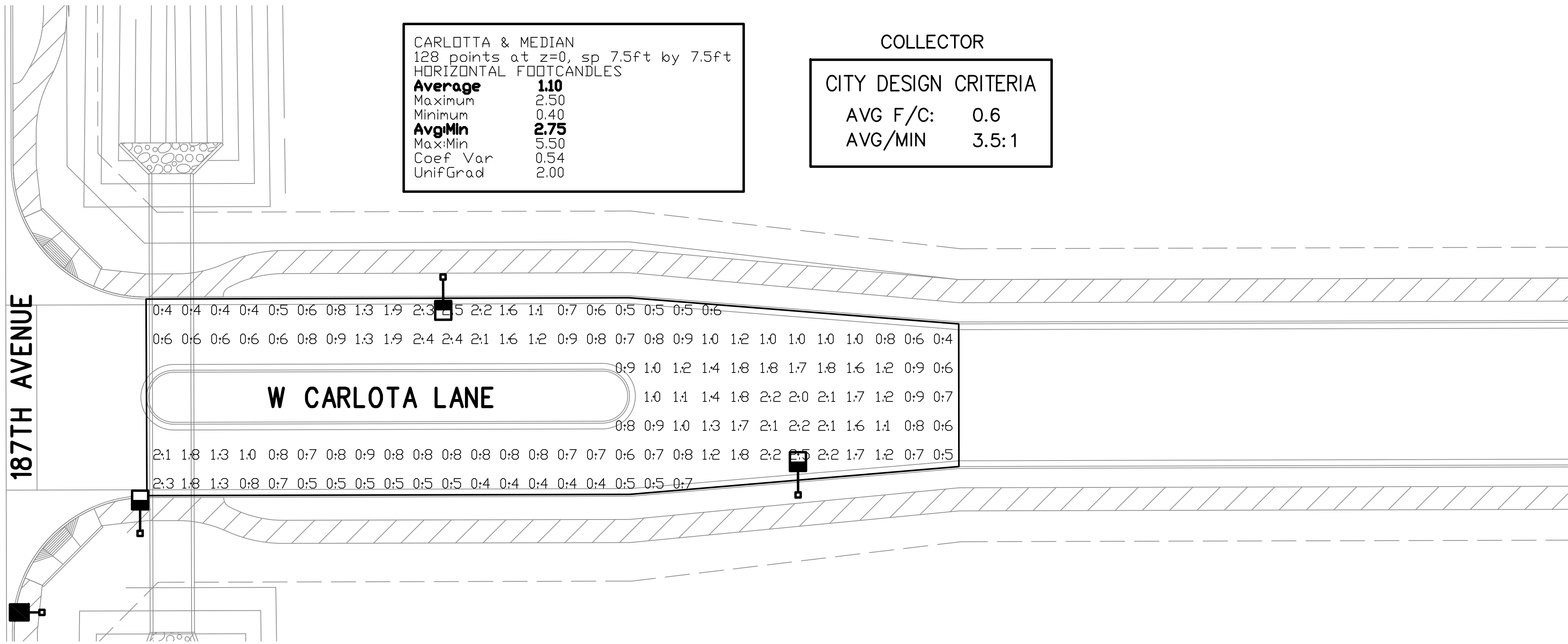
DARCOR
ELECTRICAL CONSULTING ENGINEERS

7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
Fax: (602) 216-7801

PROJECT TITLE
AUSTIN RANCH WEST PARCEL 5
SURPRISE, ARIZONA

SHEET TITLE
STREET LIGHTING
DETAILS

DATE MAY 2018	DESIGNED: DRG	DWG No. SL6	SHEET 6
SCALE AS SHOWN	DRAWN: DRG	PROJ No. 13040	OF 6
	CHECKED: DAR		



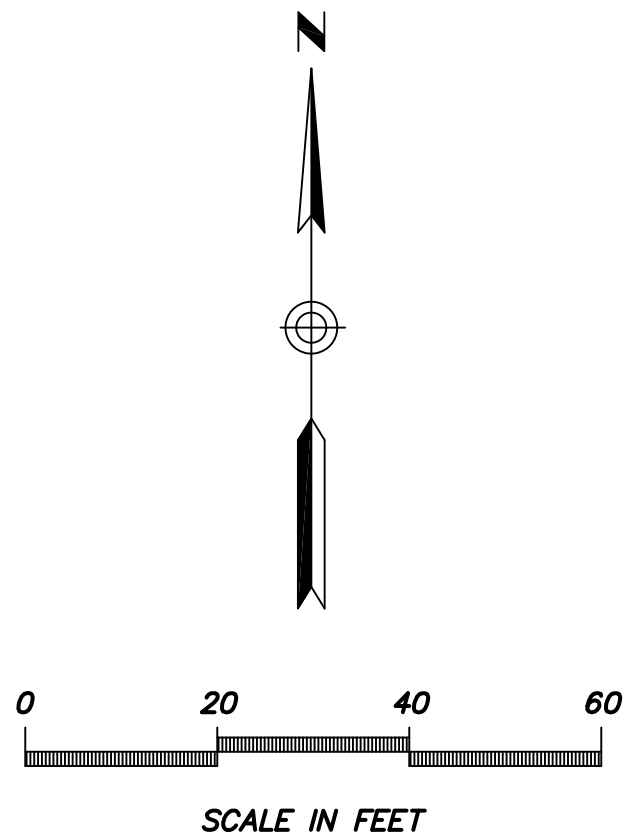
CARLOTTA & MEDIAN
128 points at z=0, sp 7.5ft by 7.5ft
HORIZONTAL FOOTCANDLES
Average 1.10
Maximum 2.50
Minimum 0.40
AvgMin 2.75
MaxMin 5.50
Coef Var 0.54
UnifGrad 2.00

COLLECTOR
CITY DESIGN CRITERIA
AVG F/C: 0.6
AVG/MIN 3.5:1

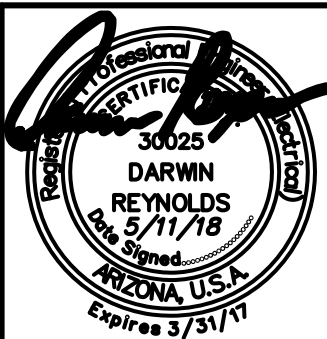
LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file ERL1_08E130.IES
1 lamp(s) per luminaire, 8,200 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 88
Outreach (from mounting axis to photometric center)= 54 in
mounting height= 31.5 ft

CARLOTTA LANE WITH MEDIAN

ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES



CALL TWO WORKING DAYS
BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



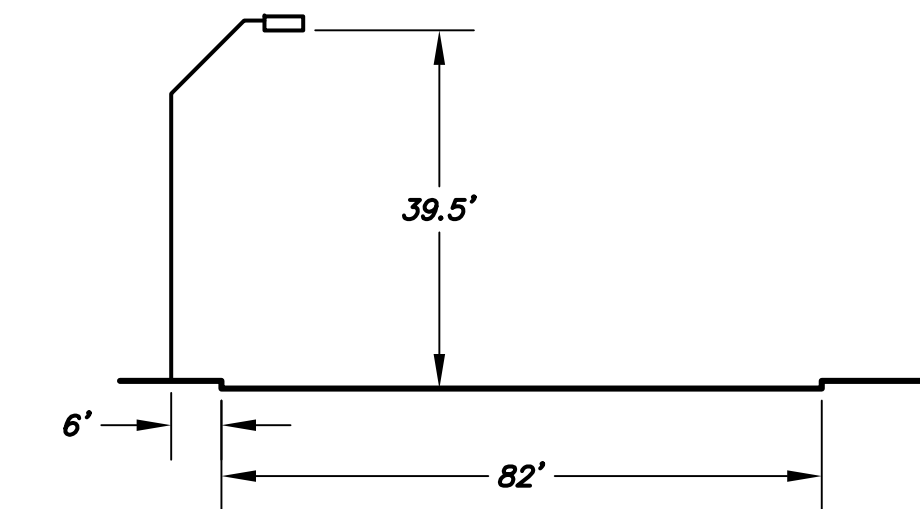
DARCOR ELECTRICAL CONSULTING ENGINEERS		7600 N. 16TH ST. SUITE 212 PHOENIX, AZ 85020 Ph: (602) 795-2899 Fax: (602) 216-7201	
PROJECT TITLE AUSTIN RANCH WEST PARCEL 5 SURPRISE, ARIZONA			
SHEET TITLE INTERSECTION PHOTOMETRIC CALCULATIONS			
DATE MAY 2018	DESIGNED: DRG	DWG No. CALC 1	SHEET 1
SCALE AS SHOWN	DRAWN: DRG	PROJ No. 13040	OF 2
CHECKED: DAR			

Save: May 11, 2018 File: 13040-P5-P2.dwg Drafter: Brandon Rickard

FUTURE STREET LIGHT
86'

0:4 0:5 0:6 0:9 1:0 1:2 1:2 1:1 0:9 0:8 0:8
0:4 0:5 0:6 0:8 1:1 1:3 1:4 1:3 1:2 1:1 1:1
0:4 0:5 0:6 0:9 1:2 1:4 1:6 1:7 1:5 1:4 1:4
0:4 0:5 0:7 0:9 1:2 1:5 1:9 2:0 1:9 1:8 1:8
0:4 0:5 0:7 0:9 1:2 1:5 1:9 2:1 2:1 2:1 2:0
0:4 0:5 0:7 0:9 1:2 1:5 1:9 2:1 2:1 2:2 2:0
0:4 0:5 0:7 0:9 1:2 1:6 1:9 2:0 1:9 1:9 1:8
0:4 0:5 0:6 0:9 1:3 1:5 1:7 1:8 1:6 1:5 1:5
0:4 0:5 0:6 0:9 1:2 1:4 1:5 1:5 1:3 1:2 1:1
0:4 0:5 0:7 1:0 1:1 1:3 1:3 1:2 1:0 0:9 0:9
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0:6 0:7 0:8 1:1 1:2 1:3 1:1 1:0 0:8 0:6 0:5
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2:0 2:0 2:3 2:1 1:9 1:6 1:3 1:0 0:8 0:6 0:4
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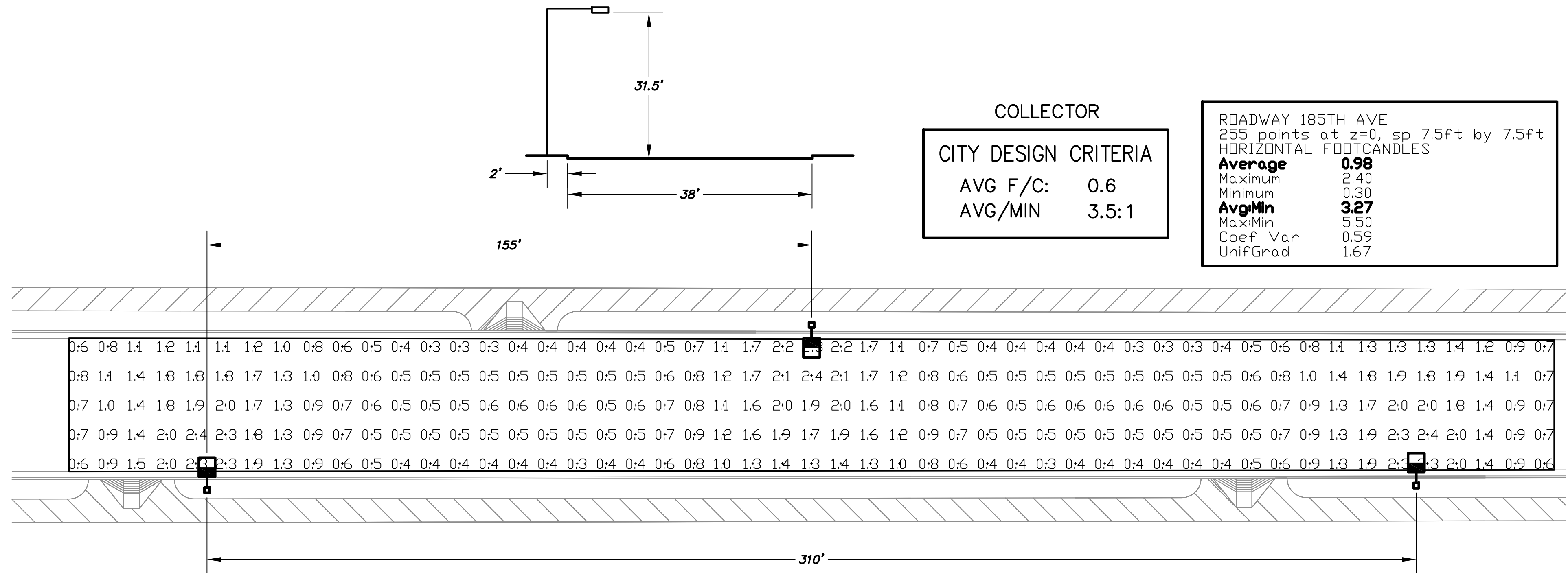
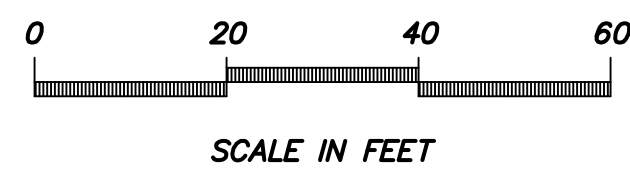
187th ave
451 points at z=0, sp 7.5ft by 7.5ft
HORIZONTAL FOOTCANDLES
Average 1.15
Maximum 2.30
Minimum 0.40
AvgMin 2.88
Max:Min 5.75
Coef Var 0.44
UnifGrad 1.67



ARTERIAL
CITY DESIGN CRITERIA
AVG F/C: 0.9
AVG/MIN 3:1

**WORST CASE SPACING FOR 82' WIDE ROADWAY (187TH AVE)
(ARTERIAL)**

LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file 'ERLH_11E140.IES'
1 lamp(s) per luminaire, 11,500 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 108
Outreach (from mounting axis to photometric center)= 108 in
mounting height= 39.5 ft

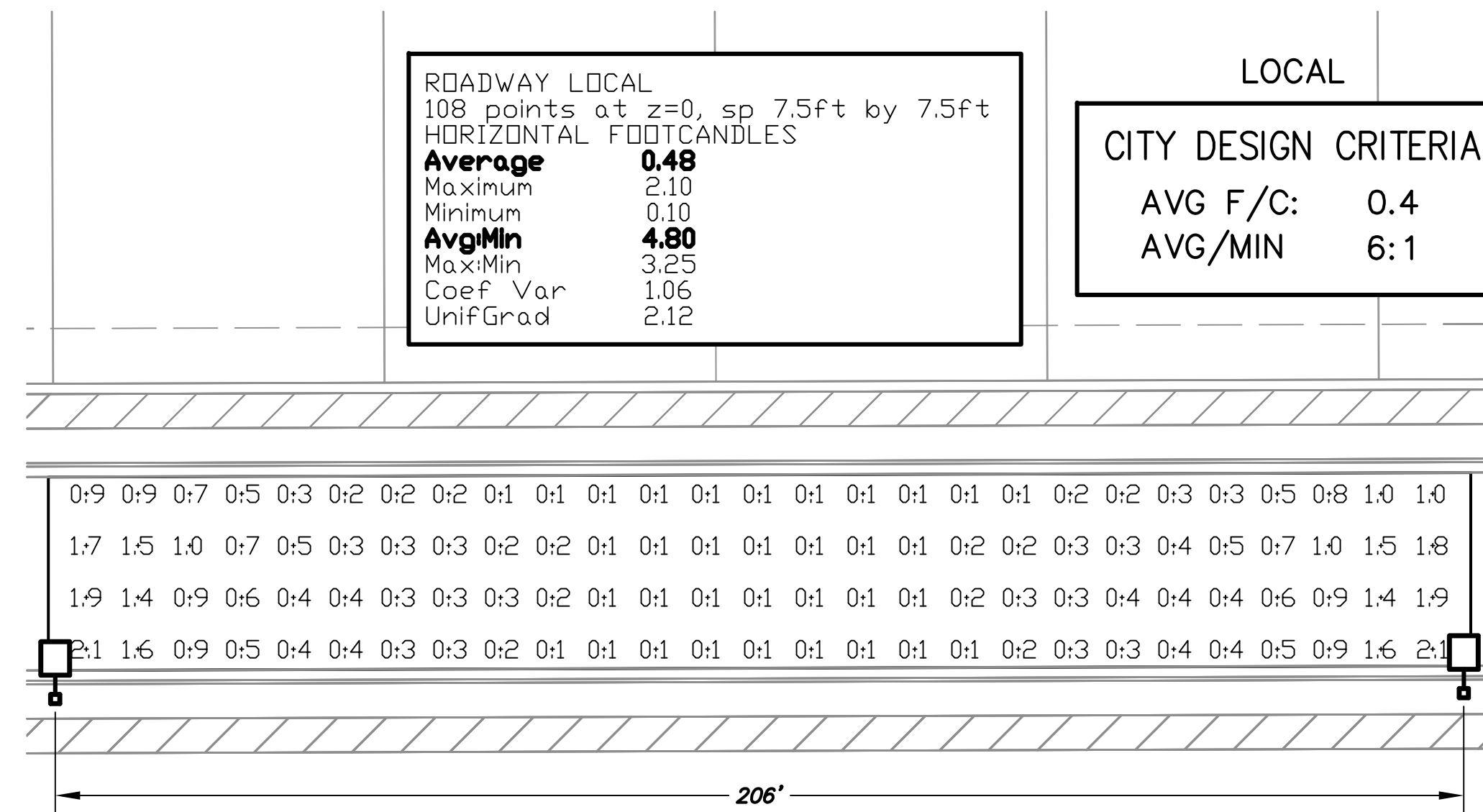


COLLECTOR
CITY DESIGN CRITERIA
AVG F/C: 0.6
AVG/MIN 3.5:1

ROADWAY 185TH AVE
255 points at z=0, sp 7.5ft by 7.5ft
HORIZONTAL FOOTCANDLES
Average 0.98
Maximum 2.40
Minimum 0.30
AvgMin 3.27
Max:Min 5.50
Coef Var 0.59
UnifGrad 1.67

LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file 'ERL1_08E130.IES'
1 lamp(s) per luminaire, 8,200 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 88
Outreach (from mounting axis to photometric center)= 54 in
mounting height= 31.5 ft

**WORST CASE SPACING FOR 37' WIDE ROADWAY (CARLOTTA LANE)
(COLLECTOR)**

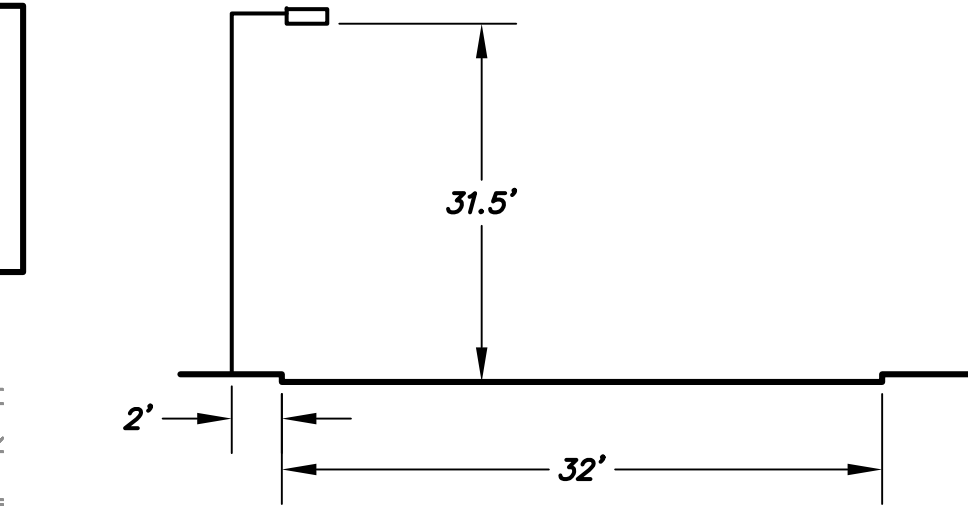


ROADWAY LOCAL
108 points at z=0, sp 7.5ft by 7.5ft
HORIZONTAL FOOTCANDLES
Average 0.48
Maximum 2.10
Minimum 0.10
AvgMin 4.80
Max:Min 3.25
Coef Var 1.06
UnifGrad 2.12

LOCAL
CITY DESIGN CRITERIA
AVG F/C: 0.4
AVG/MIN 6:1

**WORST CASE SPACING FOR 31' WIDE ROADWAY
(LOCAL)**

LUMINAIRE INPUT DATA
GE Lighting Solutions
lamp(s): LED
candela file 'ERL1_05E130-120-277V.IES'
1 lamp(s) per luminaire, 4,800 initial lumens per lamp
Light Loss Factor = 0.9, watts per luminaire = 41
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft

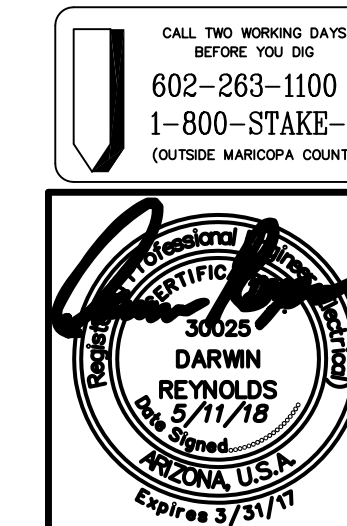


DARCOR
ELECTRICAL CONSULTING ENGINEERS
7600 N. 16TH ST.
SUITE 212
PHOENIX, AZ 85020
Ph: (602) 795-2899
Fax: (602) 216-7201

PROJECT TITLE
**AUSTIN RANCH WEST PARCEL 5
SURPRISE, ARIZONA**

SHEET TITLE
**ROADWAY PHOTOMETRIC
CALCULATIONS**

DATE MAY 2018	DESIGNED: DRG	DWG No. CALC 2	SHEET 2
SCALE AS SHOWN	DRAWN: DRG	PROJ No. 13040	OF 2
CHECKED: DAR			



ALL PHOTOMETRIC CALCULATIONS ON THESE
PLANS REPRESENT ILLUMINANCE VALUES

Austin Ranch West Parcel 5

Street Lights:

● Street Light Pole

79 poles

■ SLID Boundary



ATTACHMENT TO STREET LIGHT IMPROVEMENT DISTRICT PETITION FOR
AUSTIN RANCH WEST PARCEL 5 (#144)

PETITIONERS NAME	PARCEL NUMBER OF PROPERTY OWNED WITHIN DISTRICT
Courtland Homes, Inc.	503-71-003A
Courtland Homes, Inc.	503-71-004A
Courtland Homes, Inc.	503-71-005A
Courtland Homes, Inc.	503-71-006C
Courtland Homes, Inc.	503-71-006D
Courtland Homes, Inc.	503-71-006G
Courtland Homes, Inc.	503-71-006H
Courtland Homes, Inc.	503-71-007C
Courtland Homes, Inc.	503-71-007D
Courtland Homes, Inc.	503-71-008A
Courtland Homes, Inc.	503-71-009A
Courtland Homes, Inc.	503-71-010A
Courtland Homes, Inc.	503-74-004F
Courtland Homes, Inc.	503-74-006S



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

AVAILABILITY

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

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



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

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

		CHARGES	
		Investment by Company	Investment by Others
A. Flush	Height	\$10.67	\$1.47
		\$12.73	\$2.21
B. Pedestal	8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	\$10.12	\$1.75



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	(installed)	x	0.257	x	1.518%
			Equipment Cost				
4	Pole, Anchor Replacement Cost	=	(installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



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

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

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

TRIP CHARGE

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 16, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action declaring the City's intention to create the, "SU-ASANTEPAR4.5" Street Light Improvement District pursuant to A.R.S. 48-616; Resolution #2018-151.

Motion:

I move to approve Resolution #2018-151.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection or ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Asante Parcel 4.5 development.

Policy Compliant:

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

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2019 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2019, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2020, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-151](#)
 - ☐ [SLID Petition](#)
 - ☐ [Street Light Plans Parcel 1A](#)
 - ☐ [Street Light Plans Parcel 1B](#)
 - ☐ [Street Light Plans Parcel 2](#)
 - ☐ [Street Light Exhibit](#)
-

RESOLUTION # 2018-151

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-ASANTEPAR4.5 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-ASANTEPAR4.5 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-AsantePar4.5 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this __day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"
STREET LIGHT IMPROVEMENT DISTRICT
ASANTE - PARCEL 4.5
LEGAL DESCRIPTION

A portion of that parcel of land being described as Parcel 4 in that certain document entitled "Special Warranty Deed" as filed in Document No. 2009-0486171 records of Maricopa County, Arizona being situated within a portion of the Northeast Quarter of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found brass cap flush accepted as the East Quarter corner of said Section 12 from which a found aluminum cap accepted as the Northeast corner of said Section 12 thereof bears North 00°44'56" East, 2634.27 feet;

Thence North 00°44'56" East, 355.85 feet along the east line of the Northeast Quarter of said Section 12 to the easterly prolongation of the north line of Tract C as shown on the Subdivision Plat of Asante Phase One as filed in Book 938, Page 32 records of Maricopa County, Arizona being the **POINT OF BEGINNING**;

THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH LINE;

Thence North 89°15'04" West, 217.50 feet;

Thence South 00°44'56" West, 150.00 feet;

Thence North 89°01'45" West, 349.49 feet;

Thence South 00°58'15" West, 150.00 feet to the north Right-of-Way of Asante Boulevard of said Section 12;

Thence North 89°01'45" West, 199.71 feet along said north Right-of-Way;

Thence continuing along said north Right-of-Way, South 88°06'38" West, 400.78 feet;

Thence continuing along said north Right-of-Way, North 89°01'45" West, 1053.98 feet to the beginning of a tangent curve concave southerly, having a radius of 2035.00 feet;

Thence continuing along said north Right-of-Way, westerly along said curve, through a central angle of 00°43'34", an arc length of 25.79 feet to a non-tangent line being on the centerline of 166TH Drive;

Thence leaving said north Right-of-Way, North 00°14'41" East, 1176.54 feet along the center of 166th Drive to the beginning of a tangent curve, concave easterly, having a radius of 1,000.00 feet;

Thence along said centerline and northerly along said curve, through a central angle of 03°02'37", an arc length of 53.12 feet to a non-tangent line;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH LINE;

Thence leaving said centerline, South 86°42'42" East, 40.00 feet;

Thence South 89°45'19" East, 1030.89 feet;

Thence South 85°30'56" East, 338.15 feet;

Thence South 89°45'19" East, 381.08 feet;

Thence leaving said north line, South 00°44'56" West, 471.82 feet;

Thence South 89°15'04" East, 467.50 feet to a point on the east line of the Northeast Quarter of said Section 12;

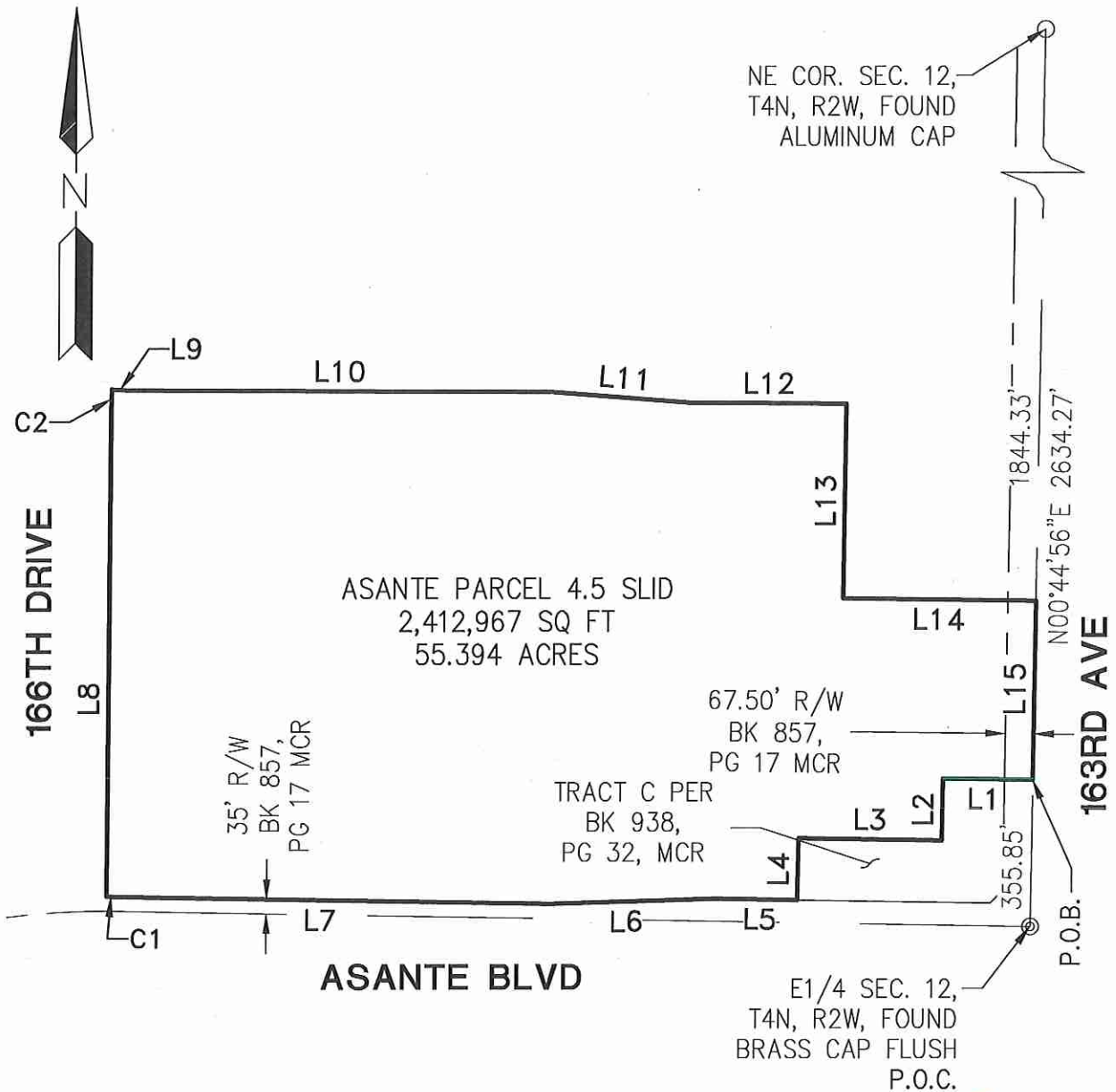
Thence South 00°44'56" West, 434.09 feet along said east line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,412,967 sq. ft. (55.394 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1909
Date: June 2018





P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1909
DATE: JUNE 2018
SCALE: NTS
DRAWN BY: DSP/GS
CHECKED BY: RAJ

ASANTE
PARCEL 4.5 SLID
ASANTE BLVD & 163RD AVE
EXHIBIT "B"

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE			CURVE TABLE			
LINE NO.	DIRECTION	LENGTH	CURVE NO.	RADIUS	DELTA	LENGTH
L1	N89°15'04"W	217.50'	C1	2035.00'	0°43'34"	25.79'
L2	S00°44'56"W	150.00'	C2	1000.00'	3°02'37"	53.12'
L3	N89°01'45"W	349.49'				
L4	S00°58'15"W	150.00'				
L5	N89°01'45"W	199.71'				
L6	S88°06'38"W	400.78'				
L7	N89°01'45"W	1053.98'				
L8	N00°14'41"E	1176.54'				
L9	S86°42'42"E	40.00'				
L10	S89°45'19"E	1030.89'				
L11	S85°30'56"E	338.15'				
L12	S89°45'19"E	381.08'				
L13	S00°44'56"W	471.82'				
L14	S89°15'04"E	467.50'				
L15	S00°44'56"W	434.09'				



PAGE 4 OF 4

PROJ.NO.: 1909	ASANTE PARCEL 4.5 SLID ASANTE BLVD & 163RD AVE EXHIBIT "B"	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JUNE 2018		
SCALE: NONE		
DRAWN BY: DSP/GS		
CHECKED BY: RAJ		

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

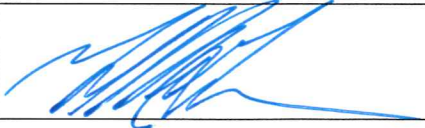
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed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

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

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

SU-ASANTEPAR4.5

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONERS NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #
LCD Asante, LLC a Delaware LLC Jeff Gunderson	1725 W. Greentree Dr., Ste. 114 Tempe, AZ 85284	503-73-944A
PRINT NAME	SIGNATURE	DATE
Jeff Gunderson		6/26/18



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

AVAILABILITY

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

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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



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

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



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

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

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



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

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

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



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

II. POLES

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



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

II POLES (cont)

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

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

III. ANCHOR BASE

			CHARGES	
			Investment by Company	Investment by Others
A. Flush		Height		
		4 ft.	\$10.67	\$1.47
		6 ft.	\$12.73	\$2.21
B. Pedestal		8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	4 ft. 6"	\$10.12	\$1.75



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



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

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

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

TRIP CHARGE

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

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ASANTE 4.5

PARCEL 1 - PHASE 1A

STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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

NOTE

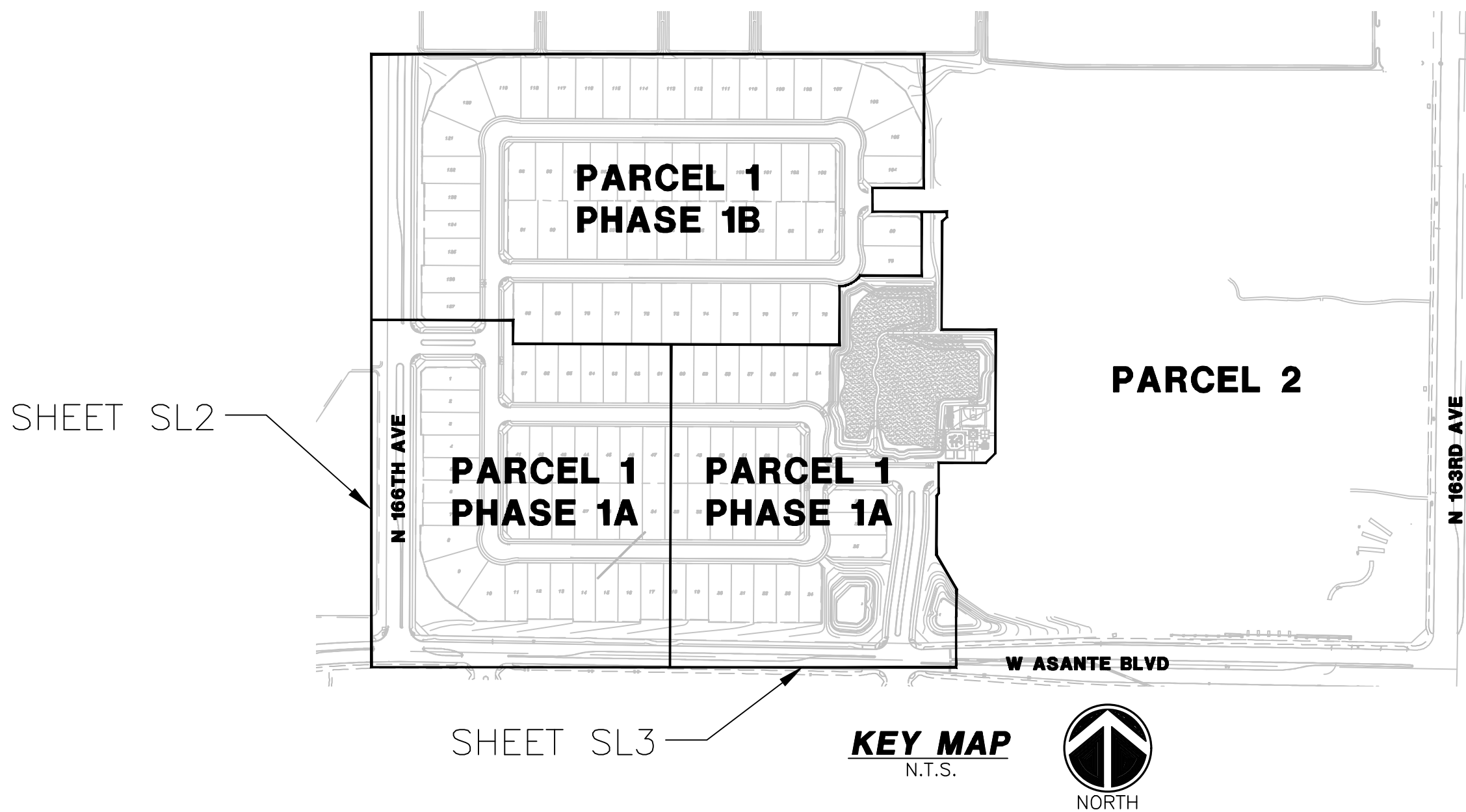
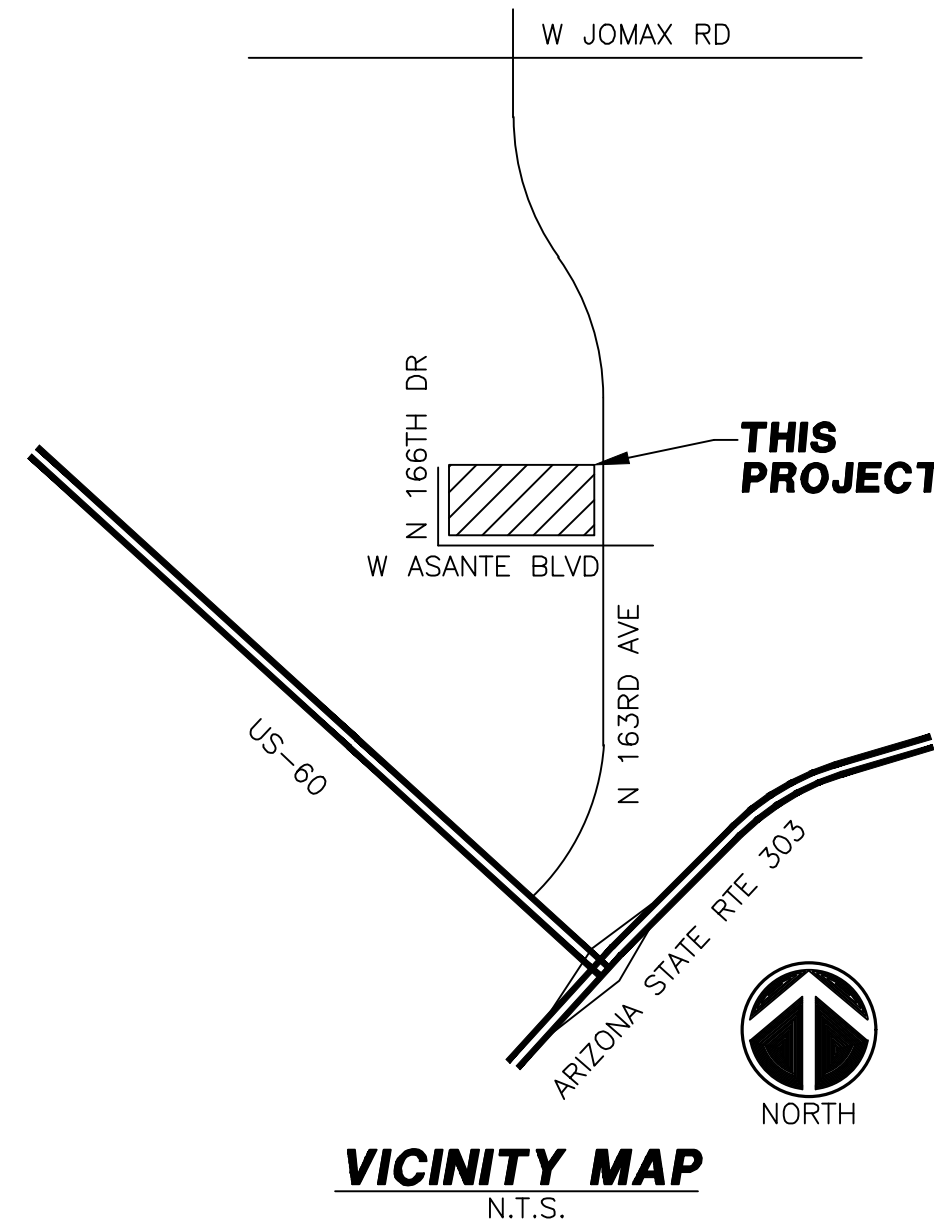
THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 100 WATT / 9,500 LUMEN AND THE 150 WATT / 16,000 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 250 WATT / 30,000 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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

CIVIL ENGINEER:
HILGART WILSON, LLC
2141 E. HIGHLAND AVE.,
SUITE 250
PHOENIX, AZ 85016
PHONE: (602)490-0535
CONTACT: ZACH HILGART
EMAIL: ZHILGART@HILGARTWILSON.COM

DEVELOPER:
LENNAR, INC
1725 W. GREENTREE
SUITE 114
TEMPE, AZ 85284
PHONE: (480) 777-4600
CONTACT: JEFF GUNDERSON
EMAIL: JEFF.GUNDERSON@LENNAR.COM



LEGEND

- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- DOUBLE 71W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
- DOUBLE 98W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
- EXISTING DOUBLE 150W HPS SHOEBOX STREET LIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

- 39W LED (4,900 LUMEN) LUMINAIRE (GE CAT# ERL1_05B330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 30'-6" DIRECT BURIED POLE (1940.30) WITH A SINGLE 2" MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- (2) 71W LED (7,800 LUMEN) LUMINAIRE (GE CAT# ERL1_08B330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A DOUBLE 2" MAST ARM (D2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
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THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE NO.	
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		LOCAL	PER PLANS	15	30'–6"	DIRECT BURY	2'–0"	25'	4,900	39W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2
②		COLLECTOR	PER PLANS	3	38'–0"	DIRECT BURY	2'–0"	31'–6"	7,800	71W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.D2
③		COLLECTOR	PER PLANS	4	38'–0"	DIRECT BURY	2'–0"	31'–6"	11,000	98W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.D2

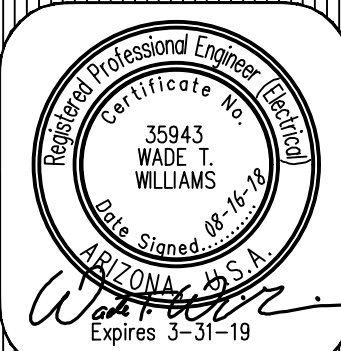


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PROJECT NO:
18037-01A
DESIGN BY: KJH
DRAWN BY: KJH
CHECKED BY: WTW

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

PROJECT: TITLE:
ASANTE 4.5 PARCEL 1 - PHASE 1A
W ASANTE BLVD & N 163RD AVE
STREET LIGHT COVER SHEET

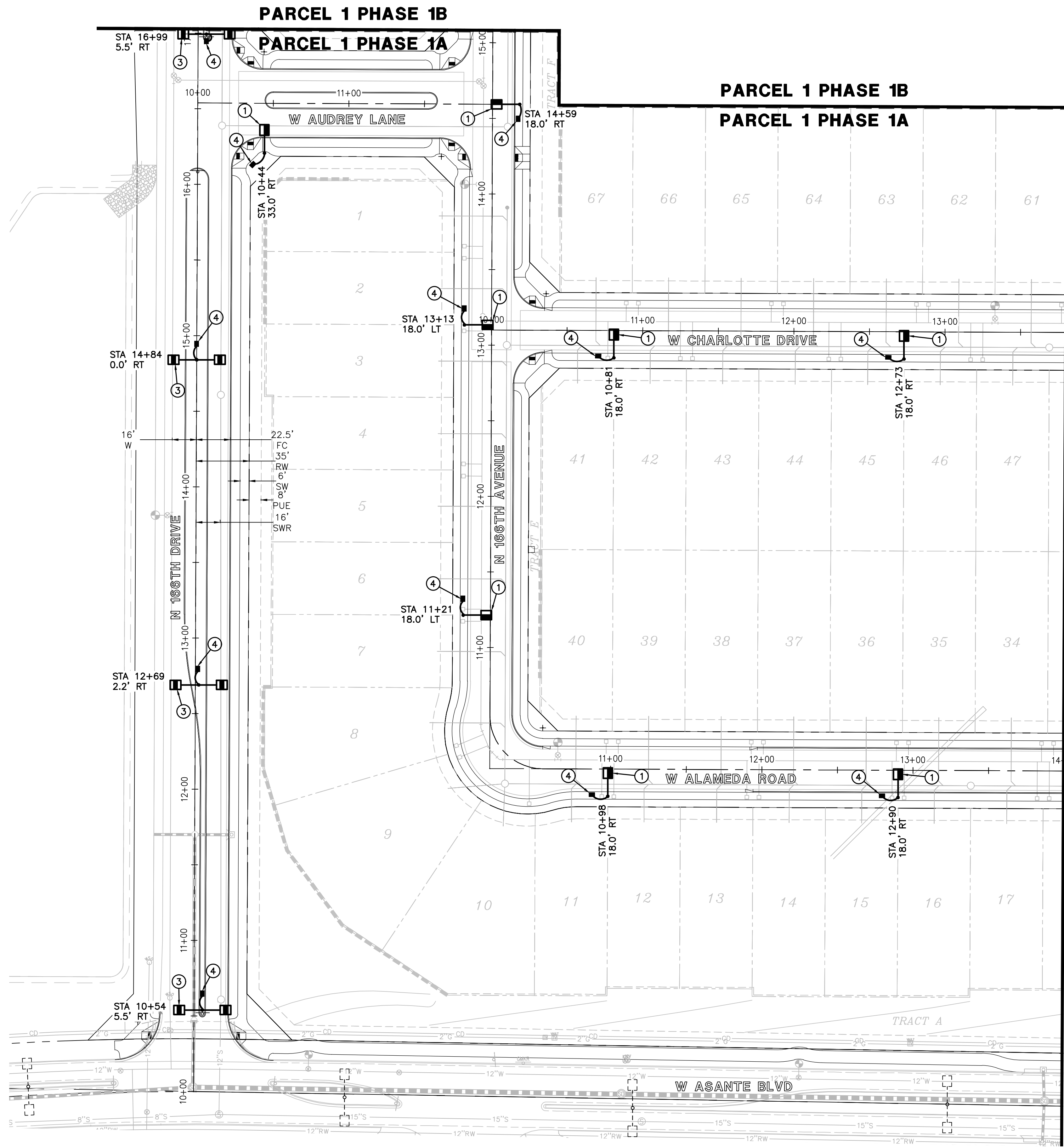
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4	AUG 2018	4TH SUBMITTAL



DRAWING NO:
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OF 4

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MATCHLINE 'A'
SEE SHEET SL3

LEGEND

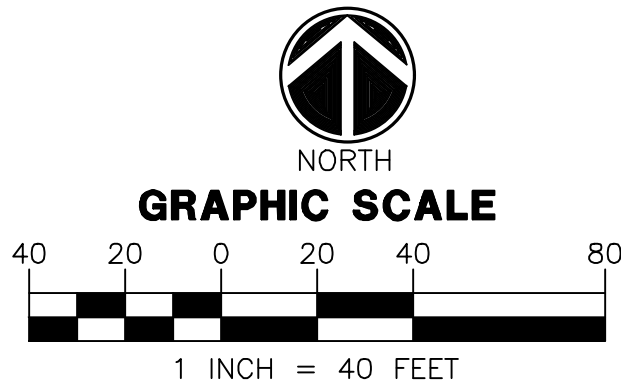
- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- DOUBLE 71W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
- DOUBLE 98W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
- EXISTING DOUBLE 150W HPS SHOEBOX STREET LIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

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LOCAL STREET DIMENSIONS

SIDEWALK	5'-0"
P.U.E.	8'-0"
CENTERLINE TO:	
RIGHT OF WAY	25'-0"
BACK OF CURB	15'-0"
FACE OF CURB	14'-6"
WATER	6'-0" N & W
SEWER	10'-0" S & E

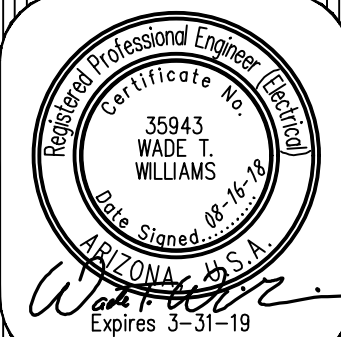


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www.wrightengr.com

PROJECT: TITLE:
ASANTE 4.5 PARCEL 1 - PHASE 1A
W ASANTE BLVD & N 163RD AVE
STREET LIGHT PLAN

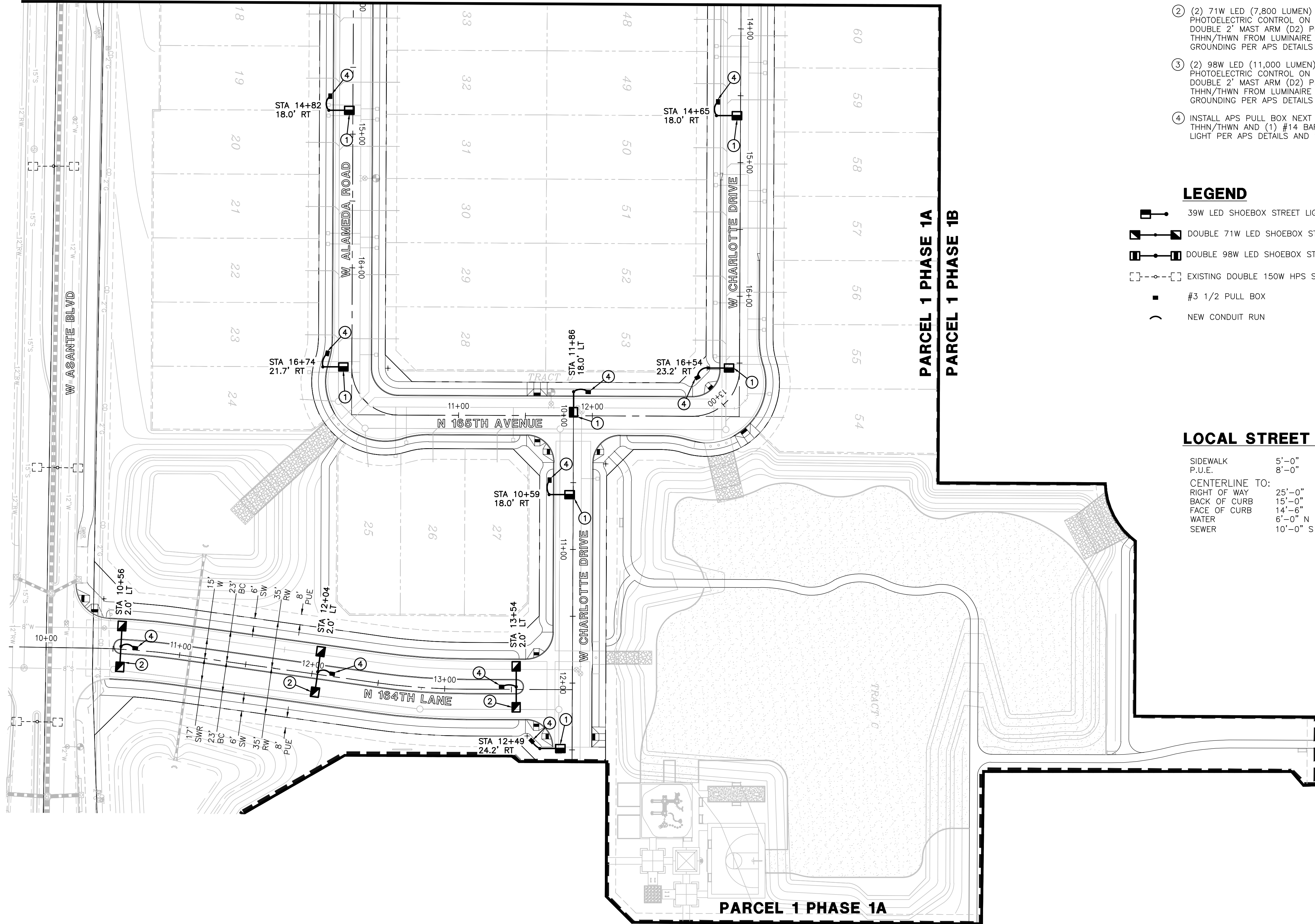
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SL2
OF 4

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MATCHLINE 'A'
SEE SHEET SL2



CONSTRUCTION NOTES

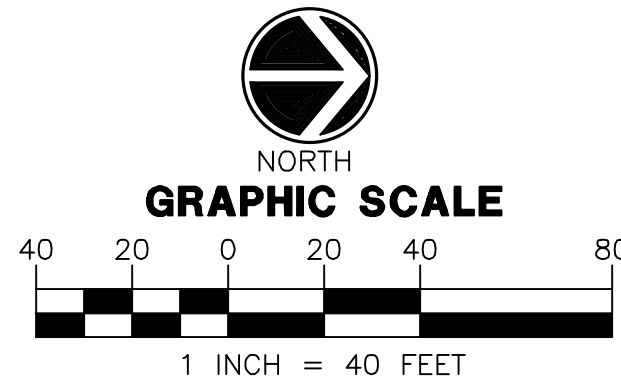
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LEGEND

- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- DOUBLE 71W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
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P.U.E.	8'-0"
CENTERLINE TO:	
RIGHT OF WAY	25'-0"
BACK OF CURB	15'-0"
FACE OF CURB	14'-6"
WATER	6'-0" N & W
SEWER	10'-0" S & E

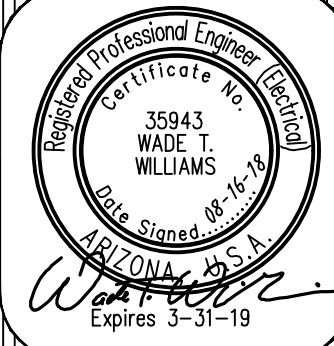


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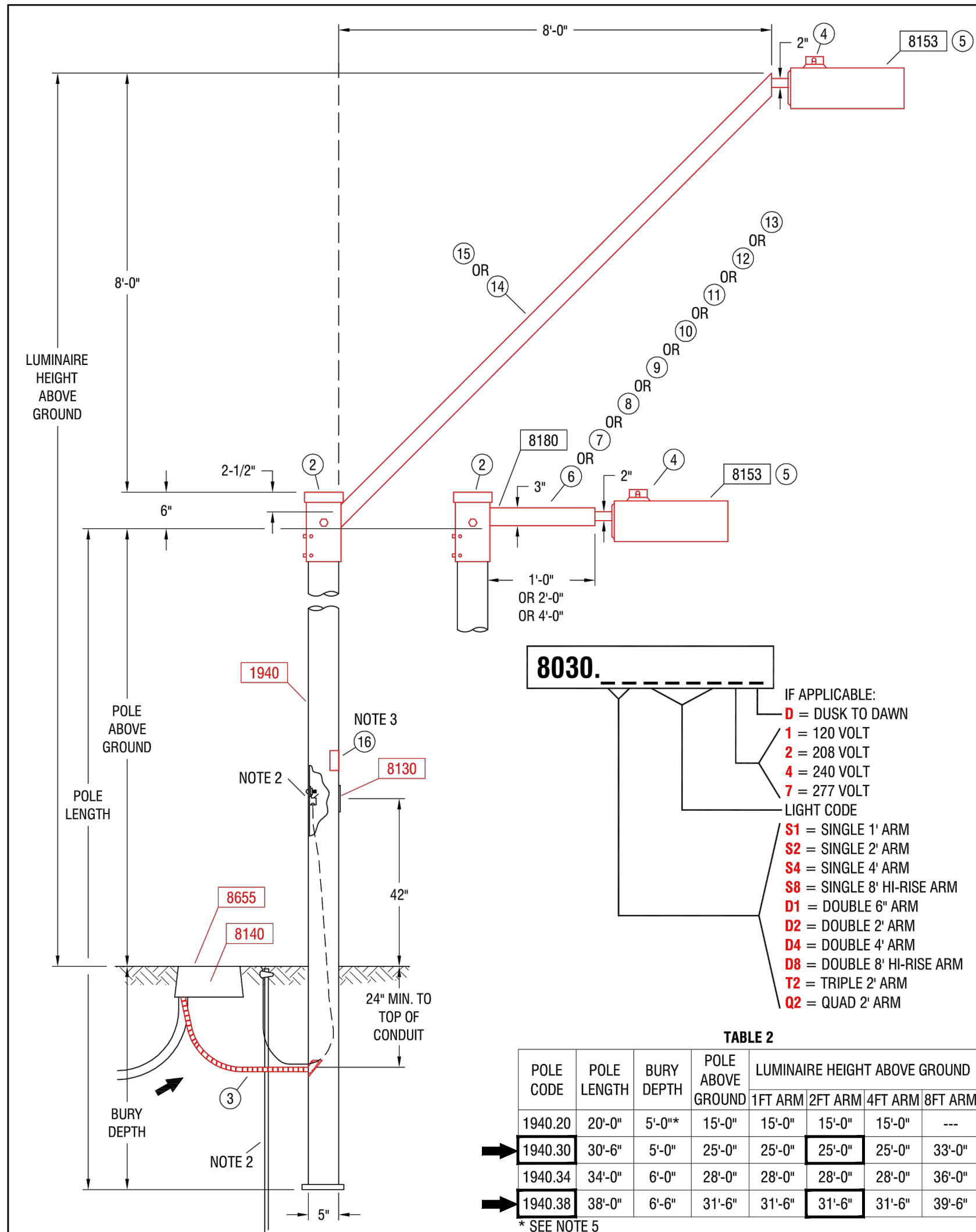
PROJECT: TITLE:
ASANTE 4.5 PARCEL 1 - PHASE 1A
W ASANTE BLVD & N 163RD AVE
STREET LIGHT PLAN

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4	AUG 2018	4TH SUBMITTAL



DRAWING NO:
SL3
OF 4

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



- NOTES:
1. ADJUST PHOTO EYE TO FACE NORTH.
 2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
 3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
 4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
 5. USING THE 20'-0" POLE TO MATCH THE 18'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
 6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
 7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
 8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
 9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
 10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
 11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
 12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

LIGHT CODE		APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100				120/208/240/277	9,500	
AH17	00099451	150		2100	HPS	120/208/240/277	16,000	
AH18	00099452	250				120/208/240/277	30,000	
AH19	00099454	400				120/208/240/277	50,000	
RA40	00128250	55		2700		120/208/240/277	3,500	
RA41	00126667	100				120/208/240/277	8,400	
RA42	00132846	120				120/208/240/277	10,200	
RA43	00132850	150		5000	IND	120/208/240/277	13,000	
RA44	00121153	200				120/208/240/277	15,250	
RA45	00116527	250				120/208/240/277	22,500	
RL40	00141047	32				120/208/240/277	3,800	
RL41	00141048	44				120/208/240/277	4,800	
RL42	00141049	88		3000	LED S	120/208/240/277	8,200	
RL43	00141050	108				120/208/240/277	11,000	
RL44	00141051	162				120/208/240/277	19,000	
RL50	00128251	45				120/208/240/277	4,300	
RL52	00126804	60				120/208/240/277	5,400	
RL53	00126805	96		4000	LED S	120/208/240/277	8,800	
RL54	00126806	113				120/208/240/277	10,000	
RL56	00128365	257				120/208/240/277	19,200	
AL56	00113722	62				120/208/240/277	7,100	
AL58	00129911	72				120/208/240/277	8,300	
AL60	00113723	119		4000	LED M	120/208/240/277	12,900	
AL61	00116525	119H*				120/208/240/277	12,900	
AL62	00116526	119L*				120/208/240/277	12,900	
AL65	00107462	144				120/208/240/277	15,400	
AS20	33806772	55				120/240	8,000	
AS21	33806774	90		1700	LPS	120/240	13,500	
AS22	33806776	135				120/240	22,500	
AS23	33806778	180				120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

CODE		8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D8	8030.T2	8030.O2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 1" DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 1" SGL	00088370
8	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 2" DBL	33701117
9	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 2" QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 2" SGL	33701116
11	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 2" TPL	00052664
12	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 4" DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 4" SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 8" SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8" BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY

SH	1	OF	2
8030			

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY

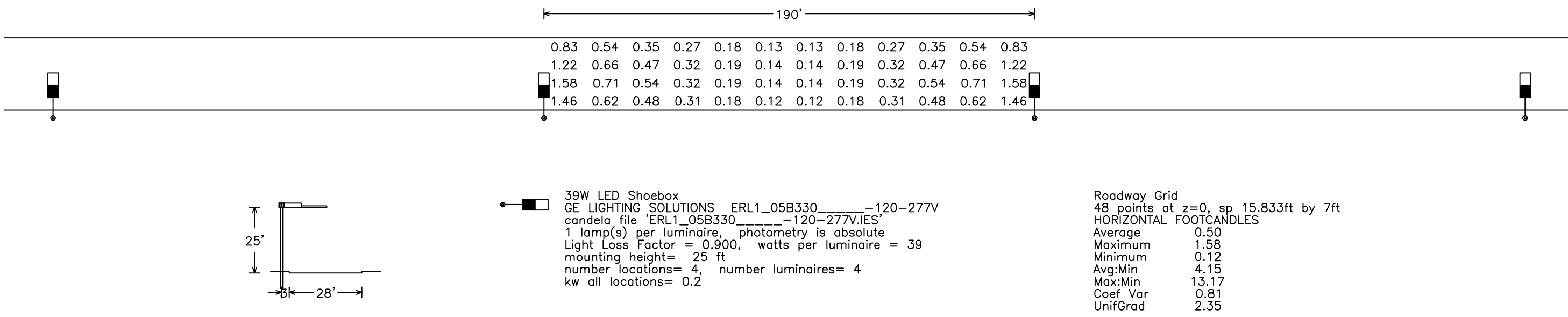
SH	2	OF	2
8030			

GE Evolve™
LED Roadway Lighting
ERL1-ERLH-ERL2

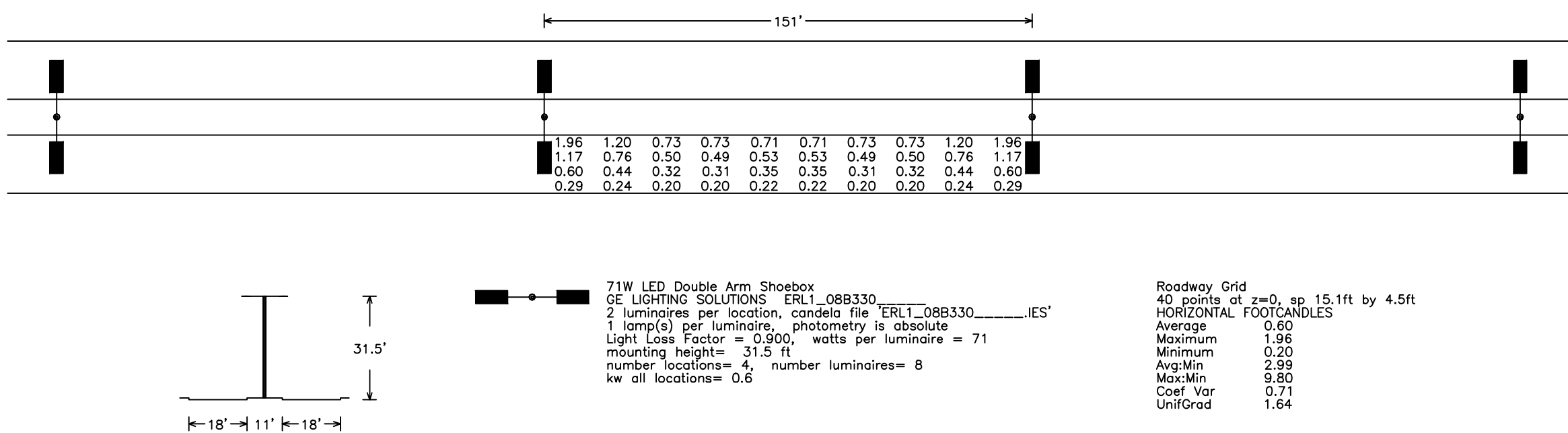


E R L							
PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
E = Evolve R = Roadway L = Local H = High Output	D = 120-277V* 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 D = 347 H = 347-480V	02* 03* 04* 05* 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 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	A3 = Type I Narrow B3 = Type II Wide C3 = Type III D3 = Type IV E3 = Type V Enhanced F3 = Type VI Roadway G3 = Type VII H3 = Type VIII I3 = Type IX J3 = Type X K3 = Type XI L3 = Type XII M3 = Type XIII N3 = Type XIV O3 = Type XV P3 = Type XVI Q3 = Type XVII R3 = Type XVIII S3 = Type XIX T3 = Type XX U3 = Type XXI V3 = Type XXII W3 = Type XXIII X3 = Type XXIV Y3 = Type XXV Z3 = Type XXVI AA3 = Type XXVII AB3 = Type XXVIII AC3 = Type XXIX AD3 = Type XXX AE3 = Type XXXI AF3 = Type XXXII AG3 = Type XXXIII AH3 = Type XXXIV AI3 = Type XXXV AJ3 = Type XXXVI AK3 = Type XXXVII AL3 = Type XXXVIII AM3 = Type XXXIX AN3 = Type XL AO3 = Type XLI AP3 = Type XLII AQ3 = Type XLIII AR3 = Type XLIV AS3 = Type XLV AT3 = Type XLVI AU3 = Type XLVII AV3 = Type XLVIII AW3 = Type XLIX AX3 = Type L AY3 = Type LI AZ3 = Type LII BA3 = Type LIII BB3 = Type LIV BC3 = Type LV BD3 = Type LVI BE3 = Type LVII BF3 = Type LVIII BG3 = Type LIX BH3 = Type LX BI3 = Type LXI BJ3 = Type LXII BK3 = Type LXIII BL3 = Type LXIV BM3 = Type LXV BN3 = Type LXVI BO3 = Type LXVII BP3 = Type LXVIII BQ3 = Type LXIX BR3 = Type LXX BS3 = Type LXXI BT3 = Type LXXII BU3 = Type LXXIII BV3 = Type LXXIV BW3 = Type LXXV BX3 = Type LXXVI BY3 = Type LXXVII BZ3 = Type LXXVIII CA3 = Type LXXIX CB3 = Type LXXX CC3 = Type LXXXI CD3 = Type LXXXII CE3 = Type LXXXIII CF3 = Type LXXXIV CG3 = Type LXXXV CH3 = Type LXXXVI CI3 = Type LXXXVII CJ3 = Type LXXXVIII CK3 = Type LXXXIX CL3 = Type LXXXX CM3 = Type LXXXXI CN3 = Type LXXXXII CO3 = Type LXXXXIII CP3 = Type LXXXXIV CQ3 = Type LXXXXV CR3 = Type LXXXXVI CS3 = Type LXXXXVII CT3 = Type LXXXXVIII CU3 = Type LXXXXIX CV3 = Type LXXXXX CW3 = Type LXXXXXI CX3 = Type LXXXXXII CY3 = Type LXXXXXIII CZ3 = Type LXXXXXIV DA3 = Type LXXXXXV DB3 = Type LXXXXXVI DC3 = Type LXXXXXVII DD3 = Type LXXXXXVIII DE3 = Type LXXXXXIX DF3 = Type LXXXXXX DG3 = Type LXXXXXXI DH3 = Type LXXXXXXII DI3 = Type LXXXXXXIII DJ3 = Type LXXXXXXIV DK3 = Type LXXXXXXV DL3 = Type LXXXXXXVI DM3 = Type LXXXXXXVII DN3 = Type LXXXXXXVIII DO3 = Type LXXXXXXIX DP3 = Type LXXXXXXX DQ3 = Type LXXXXXXXI DR3 = Type LXXXXXXXII DS3 = Type LXXXXXXXIII DT3 = Type LXXXXXXXIV DU3 = Type LXXXXXXXV DV3 = Type LXXXXXXXVI DW3 = Type LXXXXXXXVII DX3 = Type LXXXXXXXVIII DY3 = Type LXXXXXXXIX DZ3 = Type LXXXXXXXX EA3 = Type LXXXXXXXI EB3 = Type LXXXXXXXII EC3 = Type LXXXXXXXIII ED3 = Type LXXXXXXXIV EE3 = Type LXXXXXXXV EF3 = Type LXXXXXXXVI EG3 = Type LXXXXXXXVII EH3 = Type LXXXXXXXVIII EI3 = Type LXXXXXXXIX EJ3 = Type LXXXXXXXX EK3 = Type LXXXXXXXXI EL3 = Type LXXXXXXXXII EM3 = Type LXXXXXXXXIII EN3 = Type LXXXXXXXXIV EO3 = Type LXXXXXXXXV EP3 = Type LXXXXXXXXVI EQ3 = Type LXXXXXXXXVII ER3 = Type LXXXXXXXXVIII ES3 = Type LXXXXXXXXIX ET3 = Type LXXXXXXXXX EU3 = Type LXXXXXXXXXI EV3 = Type LXXXXXXXXXII EW3 = Type LXXXXXXXXXIII EX3 = Type LXXXXXXXXXIV EY3 = Type LXXXXXXXXXV EZ3 = Type LXXXXXXXXXVI FA3 = Type LXXXXXXXXXVII FB3 = Type LXXXXXXXXXVIII FC3 = Type LXXXXXXXXXIX FD3 = Type LXXXXXXXXXX FE3 = Type LXXXXXXXXXI FF3 = Type LXXXXXXXXXII FG3 = Type LXXXXXXXXXIII FH3 = Type LXXXXXXXXXIV FI3 = Type LXXXXXXXXXV FJ3 = Type LXXXXXXXXXVI FK3 = Type LXXXXXXXXXVII FL3 = Type LXXXXXXXXXVIII FM3 = Type LXXXXXXXXXIX FN3 = Type LXXXXXXXXXX FO3 = Type LXXXXXXXXXI FP3 = Type LXXXXXXXXXII FQ3 = Type LXXXXXXXXXIII FR3 = Type LXXXXXXXXXIV FS3 = Type LXXXXXXXXXV FT3 = Type LXXXXXXXXXVI FU3 = Type LXXXXXXXXXVII FV3 = Type LXXXXXXXXXVIII FW3 = Type LXXXXXXXXXIX FX3 = Type LXXXXXXXXXX FY3 = Type LXXXXXXXXXI FZ3 = Type LXXXXXXXXXII GA3 = Type LXXXXXXXXXIII GB3 = Type LXXXXXXXXXIV GC3 = Type LXXXXXXXXXV GD3 = Type LXXXXXXXXXVI GE3 = Type LXXXXXXXXXVII GF3 = Type LXXXXXXXXXVIII GG3 = Type LXXXXXXXXXIX GH3 = Type LXXXXXXXXXX GI3 = Type LXXXXXXXXXI GJ3 = Type LXXXXXXXXXII GK3 = Type LXXXXXXXXXIII GL3 = Type LXXXXXXXXXIV GM3 = Type LXXXXXXXXXV GN3 = Type LXXXXXXXXXVI GO3 = Type LXXXXXXXXXVII GP3 = Type LXXXXXXXXXVIII GQ3 = Type LXXXXXXXXXIX GR3 = Type LXXXXXXXXXX GS3 = Type LXXXXXXXXXI GT3 = Type LXXXXXXXXXII GU3 = Type LXXXXXXXXXIII GV3 = Type LXXXXXXXXXIV GW3 = Type LXXXXXXXXXV GX3 = Type LXXXXXXXXXVI GY3 = Type LXXXXXXXXXVII GZ3 = Type LXXXXXXXXXVIII HA3 = Type LXXXXXXXXXIX HB3 = Type LXXXXXXXXXX HC3 = Type LXXXXXXXXXI HD3 = Type LXXXXXXXXXII HE3 = Type LXXXXXXXXXIII HF3 = Type LXXXXXXXXXIV HG3 = Type LXXXXXXXXXV HH3 = Type LXXXXXXXXXVI HI3 = Type LXXXXXXXXXVII HJ3 = Type LXXXXXXXXXVIII HK3 = Type LXXXXXXXXXIX HL3 = Type LXXXXXXXXXX HM3 = Type LXXXXXXXXXI HN3 = Type LXXXXXXXXXII HO3 = Type LXXXXXXXXXIII HP3 = Type LXXXXXXXXXIV HQ3 = Type LXXXXXXXXXV HR3 = Type LXXXXXXXXXVI HS3 = Type LXXXXXXXXXVII HT3 = Type LXXXXXXXXXVIII HU3 = Type LXXXXXXXXXIX HV3 = Type LXXXXXXXXXX HW3 = Type LXXXXXXXXXI HX3 = Type LXXXXXXXXXII HY3 = Type LXXXXXXXXXIII HZ3 = Type LXXXXXXXXXIV IA3 = Type LXXXXXXXXXV IB3 = Type LXXXXXXXXXVI IC3 = Type LXXXXXXXXXVII ID3 = Type LXXXXXXXXXVIII IE3 = Type LXXXXXXXXXIX IF3 = Type LXXXXXXXXXX IG3 = Type LXXXXXXXXXI IH3 = Type LXXXXXXXXXII II3 = Type LXXXXXXXXXIII IJ3 = Type LXXXXXXXXXIV IK3 = Type LXXXXXXXXXV IL3 = Type LXXXXXXXXXVI IM3 = Type LXXXXXXXXXVII IN3 = Type LXXXXXXXXXVIII IO3 = Type LXXXXXXXXXIX IP3 = Type LXXXXXXXXXX IQ3 = Type LXXXXXXXXXI IR3 = Type LXXXXXXXXXII IS3 = Type LXXXXXXXXXIII IT3 = Type LXXXXXXXXXIV IU3 = Type LXXXXXXXXXV IV3 = Type LXXXXXXXXXVI IW3 = Type LXXXXXXXXXVII IX3 = Type LXXXXXXXXXVIII IY3 = Type LXXXXXXXXXIX IZ3 = Type LXXXXXXXXXX JA3 = Type LXXXXXXXXXI JB3 = Type LXXXXXXXXXII JC3 = Type LXXXXXXXXXIII JD3 = Type LXXXXXXXXXIV JE3 = Type LXXXXXXXXXV JF3 = Type LXXXXXXXXXVI JG3 = Type LXXXXXXXXXVII JH3 = Type LXXXXXXXXXVIII JI3 = Type LXXXXXXXXXIX JJ3 = Type LXXXXXXXXXX JK3 = Type LXXXXXXXXXI JL3 = Type LXXXXXXXXXII JM3 = Type LXXXXXXXXXIII JN3 = Type LXXXXXXXXXIV JO3 = Type LXXXXXXXXXV JP3 = Type LXXXXXXXXXVI JQ3 = Type LXXXXXXXXXVII JR3 = Type LXXXXXXXXXVIII JS3 = Type LXXXXXXXXXIX JT3 = Type LXXXXXXXXXX JU3 = Type LXXXXXXXXXI JV3 = Type LXXXXXXXXXII JW3 = Type LXXXXXXXXXIII JX3 = Type LXXXXXXXXXIV JY3 = Type LXXXXXXXXXV JZ3 = Type LXXXXXXXXXVI KA3 = Type LXXXXXXXXXVII KB3 = Type LXXXXXXXXXVIII KC3 = Type LXXXXXXXXXIX KD3 = Type LXXXXXXXXXX KE3 = Type LXXXXXXXXXI KF3 = Type LXXXXXXXXXII KG3 = Type LXXXXXXXXXIII KH3 = Type LXXXXXXXXXIV KI3 = Type LXXXXXXXXXV KJ3 = Type LXXXXXXXXXVI KK3 = Type LXXXXXXXXXVII KL3 = Type LXXXXXXXXXVIII KM3 = Type LXXXXXXXXXIX KN3 = Type LXXXXXXXXXX KO3 = Type LXXXXXXXXXI KP3 = Type LXXXXXXXXXII KQ3 = Type LXXXXXXXXXIII KR3 = Type LXXXXXXXXXIV KS3 = Type LXXXXXXXXXV KT3 = Type LXXXXXXXXXVI KU3 = Type LXXXXXXXXXVII KV3 = Type LXXXXXXXXXVIII KW3 = Type LXXXXXXXXXIX KX3 = Type LXXXXXXXXXX KY3 = Type LXXXXXXXXXI KZ3 = Type LXXXXXXXXXII LA3 = Type LXXXXXXXXXIII LB3 = Type LXXXXXXXXXIV LC3 = Type LXXXXXXXXXV LD3 = Type LXXXXXXXXXVI LE3 = Type LXXXXXXXXXVII LF3 = Type LXXXXXXXXXVIII LG3 = Type LXXXXXXXXXIX LH3 = Type LXXXXXXXXXX LI3 = Type LXXXXXXXXXI LJ3 = Type LXXXXXXXXXII LK3 = Type LXXXXXXXXXIII LL3 = Type LXXXXXXXXXIV LM3 = Type LXXXXXXXXXV LN3 = Type LXXXXXXXXXVI LO3 = Type LXXXXXXXXXVII LP3 = Type LXXXXXXXXXVIII LQ3 = Type LXXXXXXXXXIX LR3 = Type LXXXXXXXXXX LS3 = Type LXXXXXXXXXI LT3 = Type LXXXXXXXXXII LU3 = Type LXXXXXXXXXIII LV3 = Type LXXXXXXXXXIV LW3 = Type LXXXXXXXXXV LX3 = Type LXXXXXXXXXVI LY3 = Type LXXXXXXXXXVII LZ3 = Type LXXXXXXXXXVIII MA3 = Type LXXXXXXXXXIX MB3 = Type LXXXXXXXXXX MC3 = Type LXXXXXXXXXI MD3 = Type LXXXXXXXXXII ME3 = Type LXXXXXXXXXIII MF3 = Type LXXXXXXXXXIV MG3 = Type LXXXXXXXXXV MH3 = Type LXXXXXXXXXVI MI3 = Type LXXXXXXXXXVII MJ3 = Type LXXXXXXXXXVIII MK3 = Type LXXXXXXXXXIX ML3 = Type LXXXXXXXXXX MN3 = Type LXXXXXXXXXI MO3 = Type LXXXXXXXXXII MP3 = Type LXXXXXXXXXIII MQ3 = Type LXXXXXXXXXIV MR3 = Type LXXXXXXXXXV MS3 = Type LXXXXXXXXXVI MT3 = Type LXXXXXXXXXVII MU3 = Type LXXXXXXXXXVIII MV3 = Type LXXXXXXXXXIX MW3 = Type LXXXXXXXXXX MX3 = Type LXXXXXXXXXI MY3 = Type LXXXXXXXXXII MZ3 = Type LXXXXXXXXXIII NA3 = Type LXXXXXXXXXIV NB3 = Type LXXXXXXXXXV NC3 = Type LXXXXXXXXXVI ND3 = Type LXXXXXXXXXVII NE3 = Type LXXXXXXXXXVIII NF3 = Type LXXXXXXXXXIX NG3 = Type LXXXXXXXXXX NH3 = Type LXXXXXXXXXI NI3 = Type LXXXXXXXXXII NJ3 = Type LXXXXXXXXXIII NK3 = Type LXXXXXXXXXIV NL3 = Type LXXXXXXXXXV NM3 = Type LXXXXXXXXXVI NO3 = Type LXXXXXXXXXVII NP3 = Type LXXXXXXXXXVIII NQ3 = Type LXXXXXXXXXIX NR3 = Type LXXXXXXXXXX NS3 = Type LXXXXXXXXXI NT3 = Type LXXXXXXXXXII NU3 = Type LXXXXXXXXXIII NV3 = Type LXXXXXXXXXIV NW3 = Type LXXXXXXXXXV NX3 = Type LXXXXXXXXXVI NY3 = Type LXXXXXXXXXVII NZ3 = Type LXXXXXXXXXVIII OA3 = Type LXXXXXXXXXIX OB3 = Type LXXXXXXXXXX OC3 = Type LXXXXXXXXXI OD3 = Type LXXXXXXXXXII OE3 = Type LXXXXXXXXXIII OF3 = Type LXXXXXXXXXIV OG3 = Type LXXXXXXXXXV OH3 = Type LXXXXXXXXXVI OI3 = Type LXXXXXXXXXVII OJ3 = Type LXXXXXXXXXVIII OK3 = Type LXXXXXXXXXIX OL3 = Type LXXXXXXXXXX OM3 = Type LXXXXXXXXXI ON3 = Type LXXXXXXXXXII OO3 = Type LXXXXXXXXXIII OP3 = Type LXXXXXXXXXIV OQ3 = Type LXXXXXXXXXV OR3 = Type LXXXXXXXXXVI OS3 = Type LXXXXXXXXXVII OT3 = Type LXXXXXXXXXVIII OU3 = Type LXXXXXXXXXIX OV3 = Type LXXXXXXXXXX OW3 = Type LXXXXXXXXXI OX3 = Type LXXXXXXXXXII OY3 = Type LXXXXXXXXXIII OZ3 = Type LXXXXXXXXXIV PA3 = Type LXXXXXXXXXV PB3 = Type LXXXXXXXXXVI PC3 = Type LXXXXXXXXXVII PD3 = Type LXXXXXXXXXVIII PE3 = Type LXXXXXXXXXIX PF3 = Type LXXXXXXXXXX PG3 = Type LXXXXXXXXXI PH3 = Type LXXXXXXXXXII PI3 = Type LXXXXXXXXXIII PJ3 = Type LXXXXXXXXXIV PK3 = Type LXXXXXXXXXV PL3 = Type LXXXXXXXXXVI PM3 = Type LXXXXXXXXXVII PN3 = Type LXXXXXXXXXVIII PO3 = Type LXXXXXXXXXIX PP3 = Type LXXXXXXXXXX PQ3 = Type LXXXXXXXXXI PR3 = Type LXXXXXXXXXII PS3 = Type LXXXXXXXXXIII PT3 = Type LXXXXXXXXXIV PU3 = Type LXXXXXXXXXV PV3 = Type LXXXXXXXXXVI PW3 = Type LXXXXXXXXXVII PX3 = Type LXXXXXXXXXVIII PY3 = Type LXXXXXXXXXIX PZ3 = Type LXXXXXXXXXX QA3 = Type LXXXXXXXXXI QB3 = Type LXXXXXXXXXII QC3 = Type LXXXXXXXXXIII QD3 = Type LXXXXXXXXXIV QE3 = Type LXXXXXXXXXV QF3 = Type LXXXXXXXXXVI QG3 = Type LXXXXXXXXXVII QH3 = Type LXXXXXXXXXVIII QI3 = Type LXXXXXXXXXIX QJ3 = Type LXXXXXXXXXX QK3 = Type LXXXXXXXXXI QL3 = Type LXXXXXXXXXII QM3 = Type LXXXXXXXXXIII QN3 = Type LXXXXXXXXXIV QO3 = Type LXXXXXXXXXV QP3 = Type LXXXXXXXXXVI QQ3 = Type LXXXXXXXXXVII QR3 = Type LXXXXXXXXXVIII QS3 = Type LXXXXXXXXXIX QT3 = Type LXXXXXXXXXX QU3 = Type LXXXXXXXXXI QV3 = Type LXXXXXXXXXII QW3 = Type LXXXXXXXXXIII QX3 = Type LXXXXXXXXXIV QY3 = Type LXXXXXXXXXV QZ3 = Type LXXXXXXXXXVI RA3 = Type LXXXXXXXXXVII RB3 = Type LXXXXXXXXXVIII RC3 = Type LXXXXXXXXXIX RD3 = Type LXXXXXXXXXX RE3 = Type LXXXXXXXXXI RF3 = Type LXXXXXXXXXII RG3 = Type LXXXXXXXXXIII RH3 = Type LXXXXXXXXXIV RI3 = Type LXXXXXXXXXV RJ3 = Type LXXXXXXXXXVI RK3 = Type LXXXXXXXXXVII RL3 = Type LXXXXXXXXXVIII RM3 = Type LXXXXXXXXXIX RN3 = Type LXXXXXXXXXX RO3 = Type LXXXXXXXXXI RP3 = Type LXXXXXXXXXII RQ3 = Type LXXXXXXXXXIII RR3 = Type LXXXXXXXXXIV RS3 = Type LXXXXXXXXXV RT3 = Type LXXXXXXXXXVI RU3 = Type LXXXXXXXXXVII RV3 = Type LXXXXXXXXXVIII RW3 = Type LXXXXXXXXXIX RX3 = Type LXXXXXXXXXX RY3 = Type LXXXXXXXXXI RZ3 = Type LXXXXXXXXXII SA3 = Type LXXXXXXXXXIII SB3 = Type LXXXXXXXXXIV SC3 = Type LXXXXXXXXXV SD3 = Type LXXXXXXXXXVI SE3 = Type LXXXXXXXXXVII SF3 = Type LXXXXXXXXXVIII SG3 = Type LXXXXXXXXXIX SH3 = Type LXXXXXXXXXX SI3 = Type LXXXXXXXXXI SJ3 = Type LXXXXXXXXXII SK3 = Type LXXXXXXXXXIII SL3 = Type LXXXXXXXXXIV SM3 = Type LXXXXXXXXXV SN3 = Type LXXXXXXXXXVI SO3 = Type LXXXXXXXXXVII SP3 = Type LXXXXXXXXXVIII SQ3 = Type LXXXXXXXXXIX SR3 = Type LXXXXXXXXXX SS3 = Type LXXXXXXXXXI ST3 = Type LXXXXXXXXXII SU3 = Type LXXXXXXXXXIII SV3 = Type LXXXXXXXXXIV SW3 = Type LXXXXXXXXXV 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LXXXXXXXXXVII UO3 = Type LXXXXXXXXXVIII UP3 = Type LXXXXXXXXXIX UQ3 = Type LXXXXXXXXXX UR3 = Type LXXXXXXXXXI US3 = Type LXXXXXXXXXII UT3 = Type LXXXXXXXXXIII UV3 = Type LXXXXXXXXXIV UW3 = Type LXXXXXXXXXV UX3 = Type LXXXXXXXXXVI UY3 = Type LXXXXXXXXXVII UZ3 = Type LXXXXXXXXXVIII VA3 = Type LXXXXXXXXXIX VB3 = Type LXXXXXXXXXX VC3 = Type LXXXXXXXXXI VD3 = Type LXXXXXXXXXII VE3 = Type LXXXXXXXXXIII VF3 = Type LXXXXXXXXXIV VG3 = Type LXXXXXXXXXV VH3 = Type LXXXXXXXXXVI VI3 = Type LXXXXXXXXXVII VJ3 = Type LXXXXXXXXXVIII VK3 = Type LXXXXXXXXXIX VL3 = Type LXXXXXXXXXX VM3 = Type LXXXXXXXXXI VN3 = Type LXXXXXXXXXII VO3 = Type LXXXXXXXXXIII VP3 = Type LXXXXXXXXXIV VQ3 = Type LXXXXXXXXXV VR3 = Type LXXXXXXXXXVI VS3 = Type LXXXXXXXXXVII VT3 = Type LXXXXXXXXXVIII VU3 = Type LXXXXXXXXXIX VV3 = Type LXXXXXXXXXX VW3 = Type LXXXXXXXXXI VX3 = Type LXXXXXXXXXII VY3 = Type LXXXXXXXXXIII VZ3 = Type LXXXXXXXXXIV WA3 = Type LXXXXXXXXXV WB3 = Type LXXXXXXXXXVI WC3 = Type LXXXXXXXXXVII WD3 = Type LXXXXXXXXXVIII WE3 = Type LXXXXXXXXXIX WF3 = Type LXXXXXXXXXX WG3 = Type LXXXXXXXXXI WH3 = Type LXXXXXXXXXII WI3 = Type LXXXXXXXXXIII WJ3 = Type LXXXXXXXXXIV WK3 = Type LXXXXXXXXXV WL3 = Type LXXXXXXXXXVI WM3 = Type LXXXXXXXXXVII WN3 = Type LXXXXXXXXXVIII WO3 = Type LXXXXXXXXXIX WP3 = Type LXXXXXXXXXX WQ3 = Type LXXXXXXXXXI WR3 = Type LXXXXXXXXXII WS3 = Type LXXXXXXXXXIII WT3 = Type LXXXXXXXXXIV WU3 = Type LXXXXXXXXXV WV3 = Type LXXXXXXXXXVI WW3 = Type LXXXXXXXXXVII WX3 = Type LXXXXXXXXXVIII WY3 = Type LXXXXXXXXXIX WZ3 = Type LXXXXXXXXXX XA3 = Type LXXXXXXXXXI XB3 = Type LXXXXXXXXXII XC3 = Type LXXXXXXXXXIII XD3 = Type LXXXXXXXXXIV XE3 = Type LXXXXXXXXXV XF3 = Type LXXXXXXXXXVI XG3 = Type LXXXXXXXXXVII XH3 = Type LXXXXXXXXXVIII XI3 = Type LXXXXXXXXXIX XJ3 = Type LXXXXXXXXXX XK3 = Type LXXXXXXXXXI XL3 = Type LXXXXXXXXXII XM3 = Type LXXXXXXXXXIII XN3 = Type LXXXXXXXXXIV XO3 = Type LXXXXXXXXXV XP3 = Type LXXXXXXXXXVI XQ3 = Type LXXXXXXXXXVII XR3 = Type LXXXXXXXXXVIII XS3 = Type 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ZK3 = Type LXXXXXXXXXIII ZL3 = Type LXXXXXXXXXIV ZM3 = Type LXXXXXXXXXV ZN3 = Type LXXXXXXXXXVI ZO3 = Type LXXXXXXXXXVII ZP3 = Type LXXXXXXXXXVIII ZQ3 = Type LXXXXXXXXXIX ZR3 = Type LXXXXXXXXXX ZS3 = Type LXXXXXXXXXI ZT3 = Type LXXXXXXXXXII ZU3 = Type LXXXXXXXXXIII				

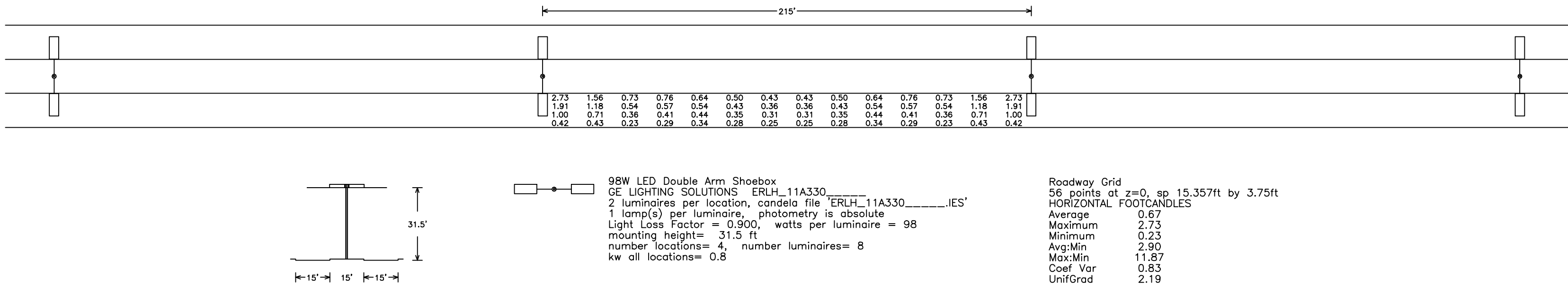
TYPICAL PHOTOMETRIC CALCULATIONS FOR LOCAL STREETS



TYPICAL PHOTOMETRIC CALCULATIONS FOR N 164TH LANE

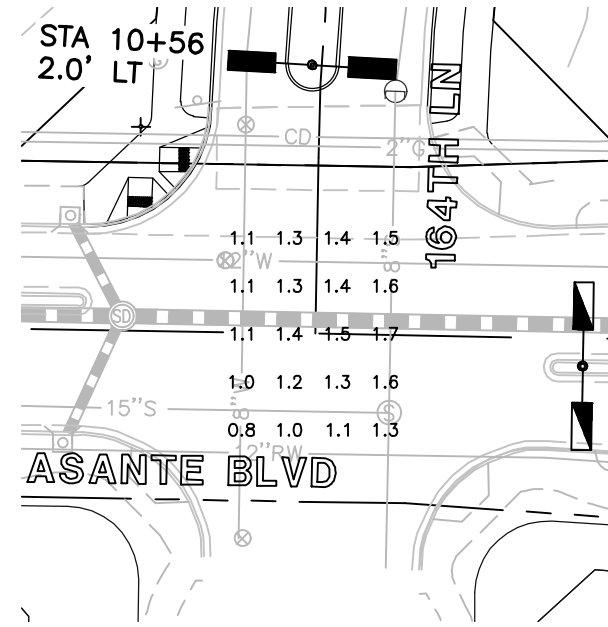
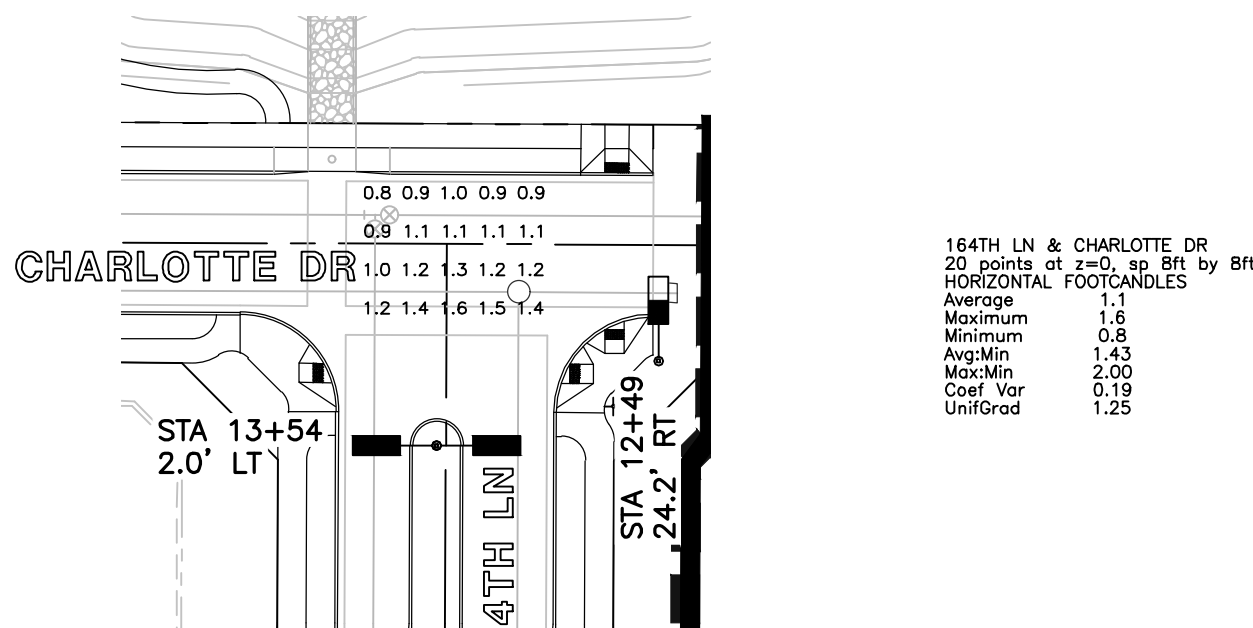
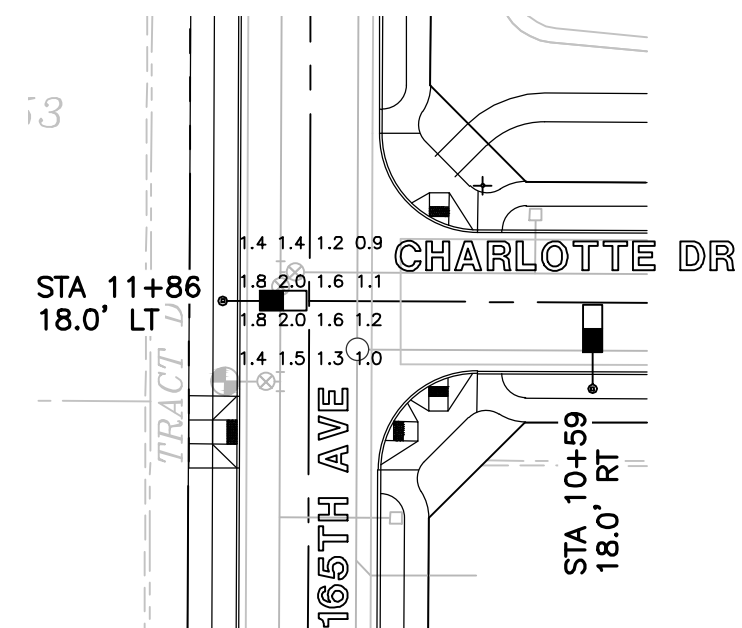
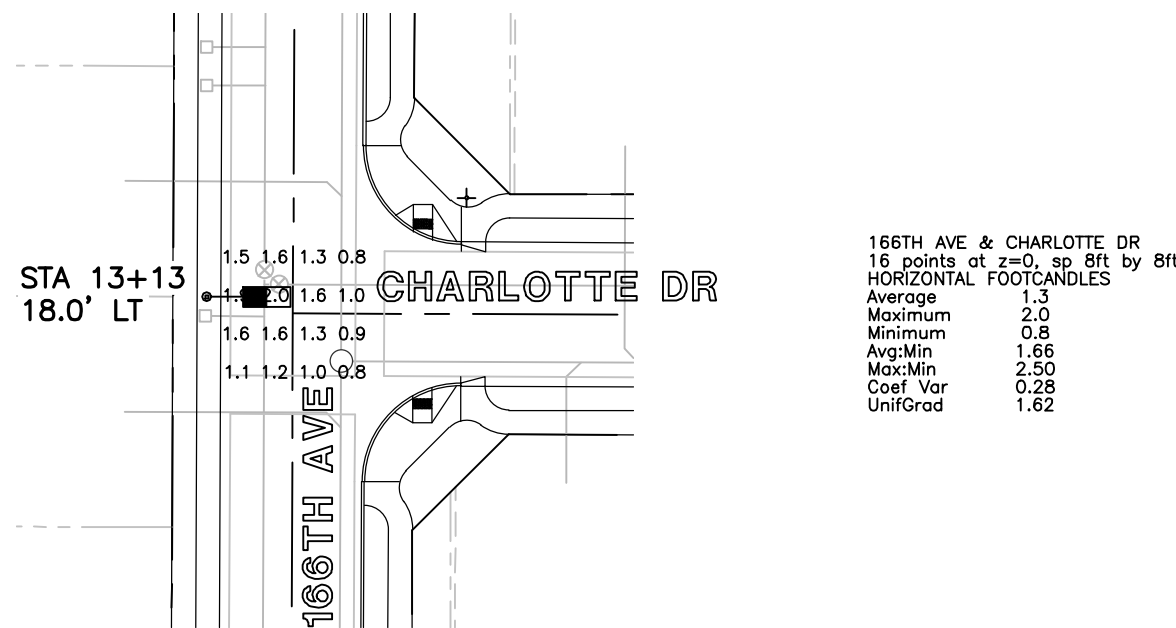
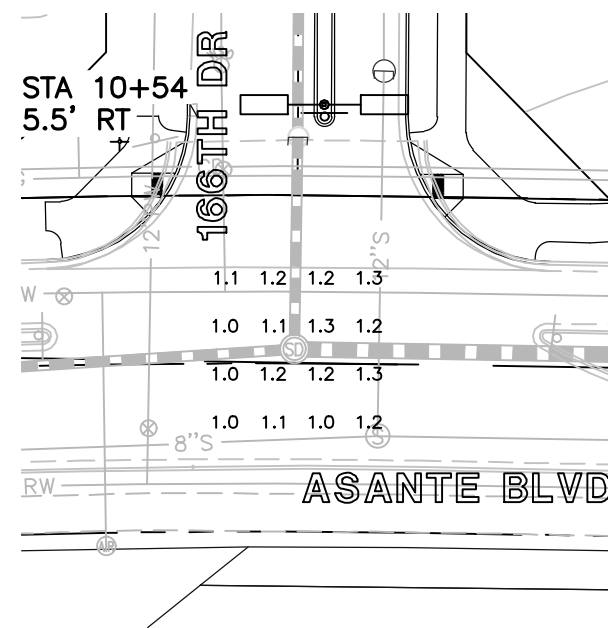
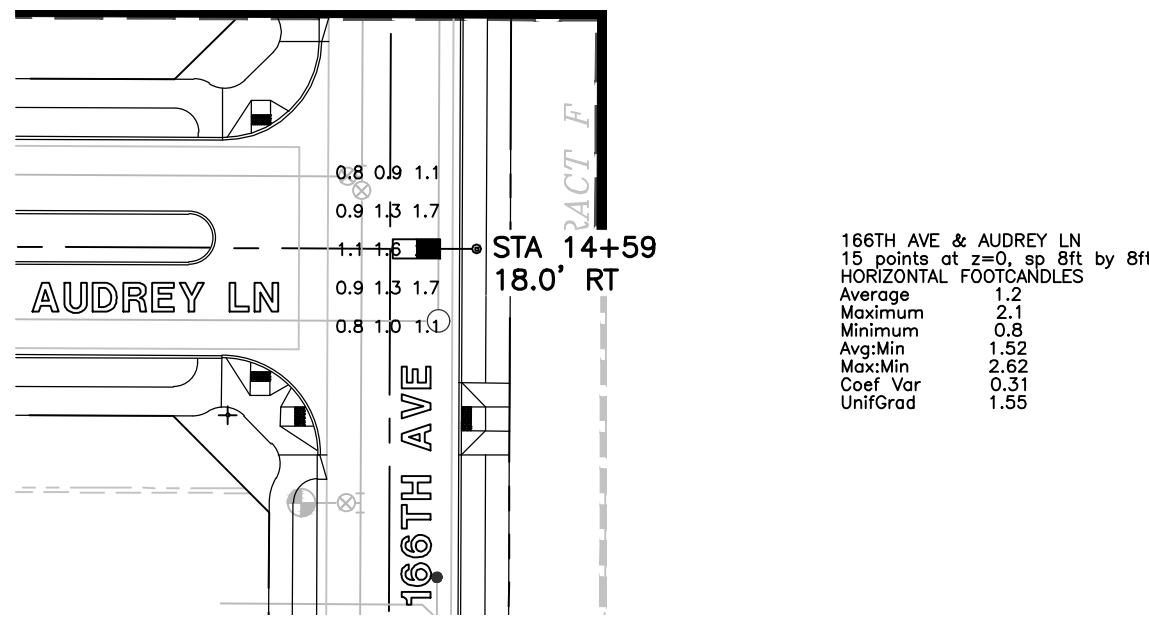
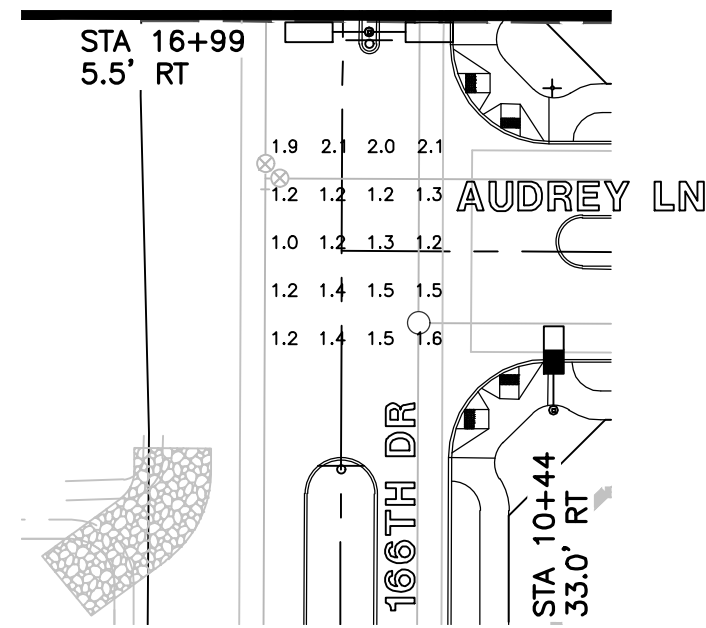


TYPICAL PHOTOMETRIC CALCULATIONS FOR N 166TH DRIVE



Note:
Luminance method was used for all photometric calculations.

INTERSECTION PHOTOMETRIC CALCULATIONS



ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU GO
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

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

**PHOTOMETRIC CALCULATION
SHEET. FOR INFORMATION ONLY.**

PROJECT NAME:
ASANTE 4.5
PARCEL 1 - PHASE 1A
PUBLIC STREET LIGHTING
WRIGHT ENG.
PROJECT NO: **18037-01A**

DESIGN BY: KJH **PH1**

Professional Engineer Seal:
35943
WADE T. WILLIAMS
Exp. 3-31-19

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ASANTE 4.5

PARCEL 1 - PHASE 1B

STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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

NOTE

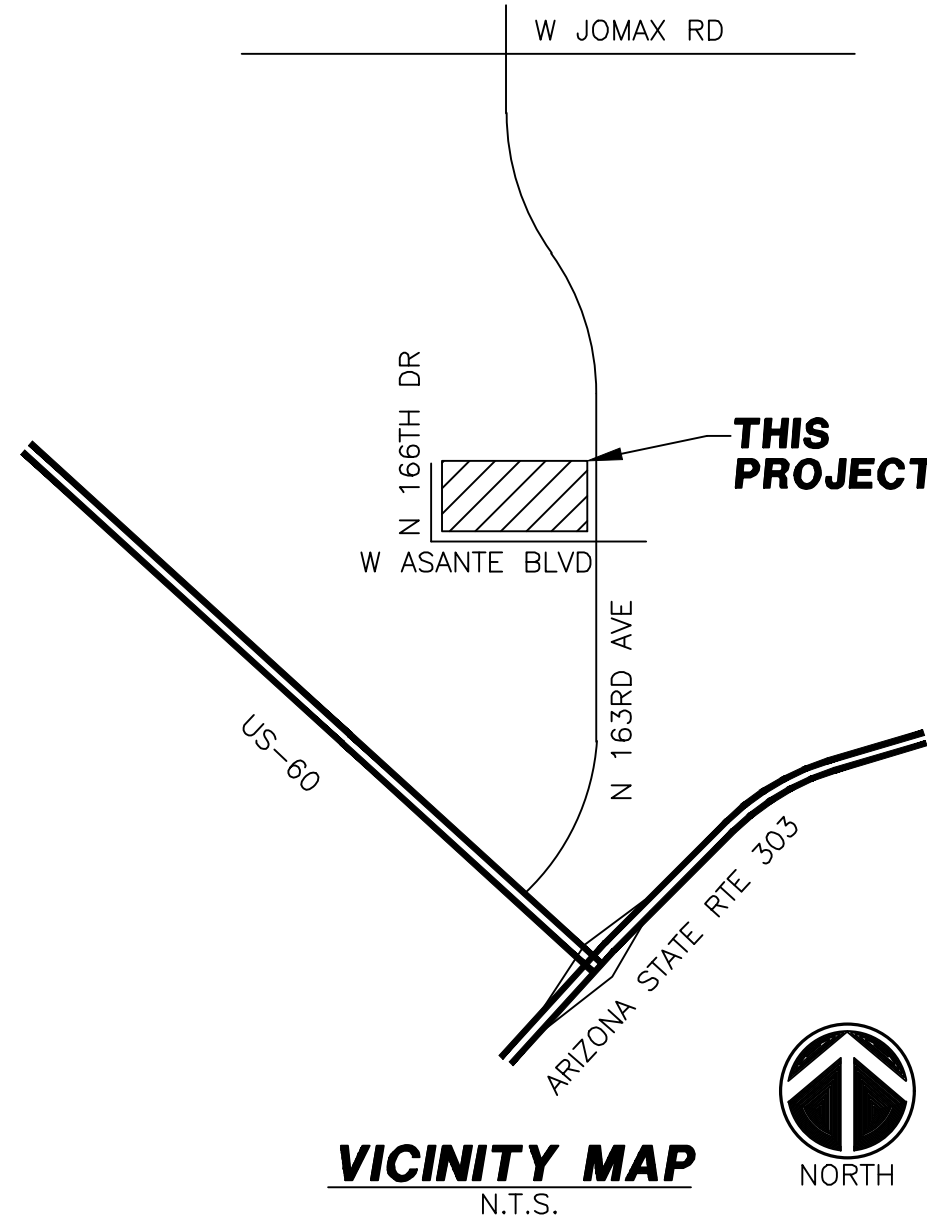
THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 100 WATT / 9,500 LUMEN AND THE 150 WATT /16,000 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 250 WATT/ 30,000 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

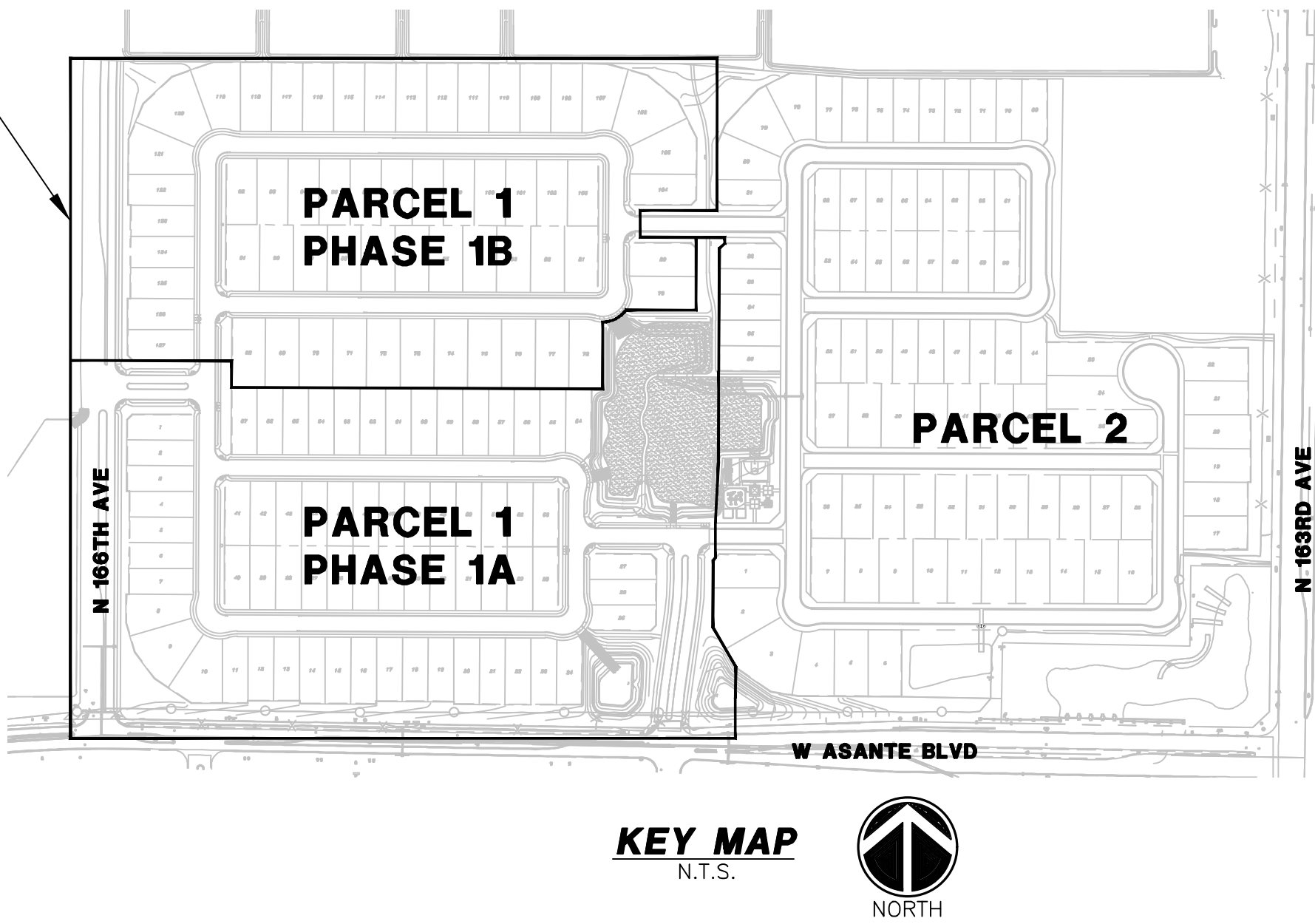
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

CIVIL ENGINEER:
HILGART WILSON, LLC
2141 E. HIGHLAND AVE.,
SUITE 250
PHOENIX, AZ 85016
PHONE: (602)490-0535
CONTACT: ZACH HILGART
EMAIL: ZHILGART@HILGARTWILSON.COM

DEVELOPER:
LENNAR, INC
1725 W. GREENTREE
SUITE 114
TEMPE, AZ 85284
PHONE: (480) 777-4600
CONTACT: JEFF GUNDERSON
EMAIL: JEFF.GUNDERSON@LENNAR.COM



SHEET SL2



LEGEND

- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- DOUBLE 98W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

- 39W LED (4,900 LUMEN) LUMINAIRE (GE CAT# ERL1_05B330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 30'-6" DIRECT BURIED POLE (1940.30) WITH A SINGLE 2" MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- (2) 98W LED (11,000 LUMEN) LUMINAIRE (GE CAT# ERLH_11A330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A DOUBLE 2" MAST ARM (D2) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

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

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE NO.	
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE		STYLE
①		LOCAL	PER PLANS	12	30'–6"	DIRECT BURY	2'–0"	25'	4,900	39W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2
②		COLLECTOR	PER PLANS	2	38'–0"	DIRECT BURY	2'–0"	31'–6"	11,000	98W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.D2



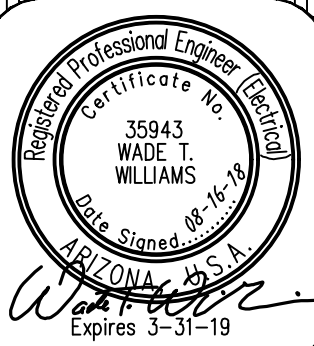
WRIGHT ENGINEERING
PROJECT NO:
18037-01B
DESIGN BY: K.J.H.
DRAWN BY: K.J.H.
CHECKED BY: W.T.W.

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

PROJECT: TITLE:

SURPRISE, ARIZONA
ASANTE 4.5 PARCEL 1 - PHASE 1B
W ASANTE BLVD & N 163RD AVE
STREET LIGHT COVER SHEET

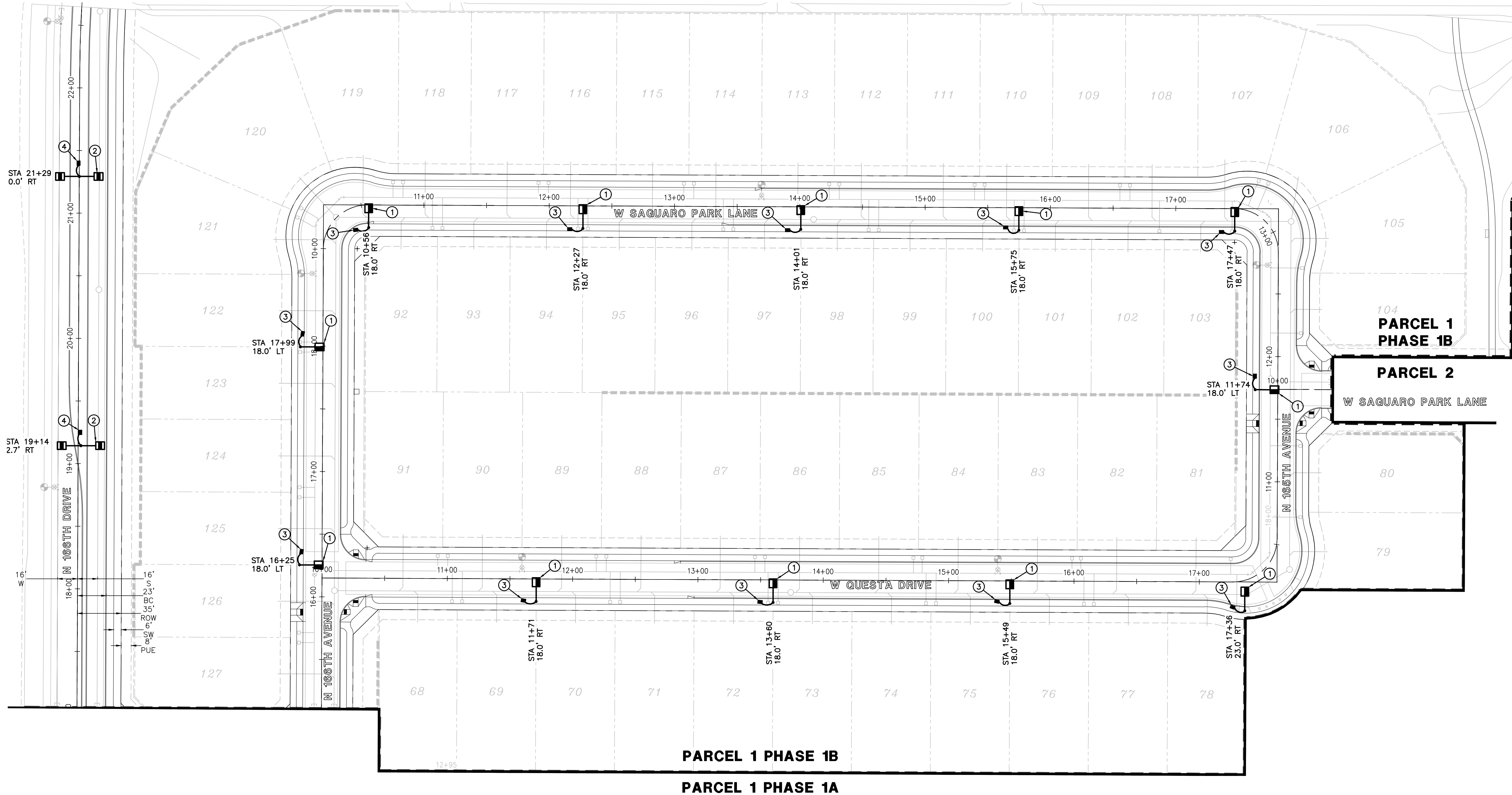
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2018	1ST SUBMITTAL
2	JUN 2018	2ND SUBMITTAL
3	JUL 2018	3RD SUBMITTAL
4	AUG 2018	4TH SUBMITTAL



DRAWING NO:
SL1
OF 3

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LEGEND

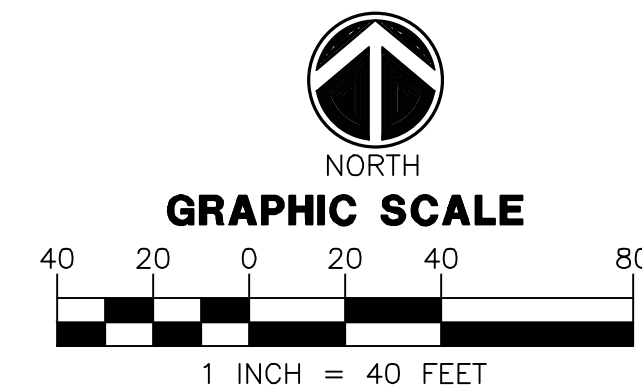
- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- DOUBLE 98W LED SHOEBOX STREET LIGHT, 31.5' MOUNTING HEIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

- 39W LED (4,900 LUMEN) LUMINAIRE (GE CAT# ERL1-05B330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 30'-6" DIRECT BURIED POLE (1940.30) WITH A SINGLE 2" MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- (2) 98W LED (11,000 LUMEN) LUMINAIRE (GE CAT# ERLH_11A330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 38'-0" DIRECT BURIED POLE (1940.38) WITH A DOUBLE 2" MAST ARM (D2) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

LOCAL STREET DIMENSIONS

SIDEWALK	5'-0"
P.U.E.	8'-0"
CENTERLINE TO:	
RIGHT OF WAY	25'-0"
BACK OF CURB	15'-0"
FACE OF CURB	14'-6"
WATER	6'-0" N & W
SEWER	10'-0" S & E



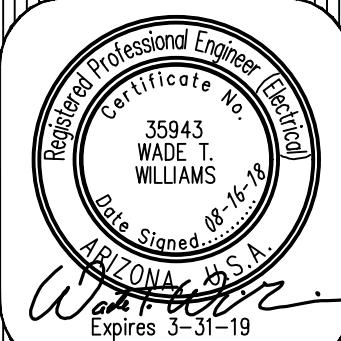
WRIGHT ENGINEERING
PROJECT NO:
18037-01B
DESIGN BY: KJH
DRAWN BY: KJH
CHECKED BY: WTW

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

PROJECT: TITLE:

SURPRISE, ARIZONA
ASANTE 4.5 PARCEL 1 - PHASE 1B
W ASANTE BLVD & N 163RD AVE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2018	1ST SUBMITTAL
2	JUN 2018	2ND SUBMITTAL
3	JUL 2018	3RD SUBMITTAL
4	AUG 2018	4TH SUBMITTAL



DRAWING NO:
SL2
OF 3

H:\2018\18037-Asante 4.5 SL\18037-01B-SL.dwg

Technical Drawing Details:

- Dimensions:** 8'-0" (luminaire height), 2'-1/2" (horizontal offset), 6" (pole offset), 42" (pole length), 24" MIN. TO TOP OF CONDUIT (burial depth), 5" (pole base offset).
- Callouts:** 8153, 8180, 8130, 8655, 8140, 1940, 1940.34, 1940.38, 1940.20, 1940.30, 1940.34, 1940.38.
- Notes:**
 - NOTE 2: Points to the burial depth dimension.
 - NOTE 3: Points to the luminaire mounting bracket.
- Table 2:** Luminaire Height Above Ground table.

TABLE 1							
LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AR16	00099450	100			120/208/240/277	9,500	
AR17	00099451	150			120/208/240/277	16,000	
AR18	00099452	250		2100	HPS	120/208/240/277	30,000
AR19	00099454	400			120/208/240/277	50,000	
RNA0	0128250	55	2700		120/208/240/277	3,500	
RNA1	0126667	100			120/208/240/277	8,400	
RNA2	0132846	120			120/208/240/277	10,200	
RNA3	0132850	150	5000		120/208/240/277	13,000	
RNA4	0121153	200			120/208/240/277	15,250	
RNA5	0116527	250			120/208/240/277	22,500	
RL40	0141047	32			120/208/240/277	3,800	
RL41	0141048	41			120/208/240/277	4,800	
RL42	0141049	88	3000		120/208/240/277	8,200	
RL43	0141050	108		LED S	120/208/240/277	11,000	
RL44	0141051	162			120/208/240/277	19,000	SEE TABLE 2
RL50	0128251	45			120/208/240/277	4,300	
RL52	0126804	60			120/208/240/277	5,400	
RL53	0126805	95	4000		120/208/240/277	8,600	
RL54	0126806	113		LED S	120/208/240/277	10,000	
RL56	0128305	257			120/208/240/277	19,200	
AL56	0113722	62			120/208/240/277	7,100	
AL59	0129911	72			120/208/240/277	8,300	
AL60	0113723	119	4000		120/208/240/277	12,900	
AL61	0116525	119R*		LED M	120/208/240/277	12,900	
AL62	0116526	119L*			120/208/240/277	12,900	
AL65	0107462	144			120/208/240/277	15,400	
AS21	32806772	55			120/240	12,500	
AS21	32806774	90			120/240	13,500	
AS22	32806776	135	1700	LPS	120/240	22,500	
AS22	32806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

CODE	MATERIAL LIST											
	0303.S1	0303.S2	0303.S4	0303.S8	0303.D1	0303.D2	0303.D4	0303.D8	0303.T2	0303.O2	DESCRIPTION	APN
1	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	BRACKET ARCH SPL BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE	
6	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 1" DBL	00121554
7	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 1" SGL	00086750
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3" SQ X 2" DBL	33701117
9	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 2" QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 2" SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3" SQ X 2" TPL	00052664
12	-	-	-	-	-	-	1	-	-	-	MAST ARM STLT 3" SQ X 4" DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 4" SGL	00081738
14	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 6" SGL	00081739
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 6" BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV
KLS	B. BOOKER	R. CANDRA	02/2016	12

**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

SH 1 OF 2

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

SH 2 OF 2



Project name _____

Date _____

Type _____

[illegible][illegible]

2



Project name _____
 Date _____
 Type _____

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
E-Endless	0-120V 277V	11	A3 - Type 1 Narrow B3 - Type 3 Wide	40-3000K	A - ANSI C136.14 7 pin D - ANSI C136.14 7 pin with 3000K CCT	GRN* - Gray BLK - Black DNZ - Dark Bronze	A - Bolt Buffer F - Flange S - 1/2" NPT Subtle Line I - IP68 Output U - Ultra Slim S - Secondary 100/50A SPD H - Heat Sink * - Single Options H - Control Input
R - Recessary	1-120V	11	C3 - Type 3 D3 - Type 3 Enhanced	<select 3000K CCT for LED approved units	E - ANSI C136.14 7 pin with non-Dimming RP control RP - RP Control Only (not 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete)		A - Bolt Buffer for Lead-Time F - Flange S - 1/2" NPT Subtle Line I - IP68 Output U - Ultra Slim S - Secondary 100/50A SPD H - Heat Sink * - Single Options H - Control Input
L - Local	3-240V	14					
H - High Output	8-217V	16					
	D- 347V N- 347480V	See Table	See Table				
	* Not available for 347-480V Must choose a dimming option with a 0-10V with a 0-10V		*Nonrated E3 Type choosing subject to typical variation, manufacturers may differ		NOTE: Dimming control wired for 0-10V cannot unless 0-10V option "I" requested.		

LINE	ITEM	DISTRIBUTION	TYPICAL INITIAL LOADS		TYPICAL SYSTEM CAPACITY		RFG DATA		REPLET NUMBER	
			4000V	3000V	300 V/277 V	300 V/277 V	4000V	3000V	4000V	3000V
10	A3						FRM-10A3A		FRM-10A3A	IS
	B1						FRM-10A2G	FRM-10A2G	FRM-10B3A3	IS
	B2	10000	9600	82	82		FRM-10A2G	FRM-10A2G	FRM-10B3A3	IS
	B3						FRM-10A2G	FRM-10A2G	FRM-10B3A3	IS
	B4						FRM-10A2G	FRM-10A2G	FRM-10B3A3	IS
11	A3						FRM-11A3A		FRM-11A3A	IS
	B1						FRM-11A2G	FRM-11A2G	FRM-11B3A3	IS
	B2	11500	11000	88	88		FRM-11A2G	FRM-11A2G	FRM-11B3A3	IS
	B3						FRM-11A2G	FRM-11A2G	FRM-11B3A3	IS
	B4						FRM-11A2G	FRM-11A2G	FRM-11B3A3	IS
13	A3						FRM-13A3A		FRM-13A3A	IS
	B1						FRM-13A2G	FRM-13A2G	FRM-13B3A3	IS
	B2	13000	12500	111	111		FRM-13A2G	FRM-13A2G	FRM-13B3A3	IS
	B3						FRM-13A2G	FRM-13A2G	FRM-13B3A3	IS
	B4						FRM-13A2G	FRM-13A2G	FRM-13B3A3	IS
14	A3						FRM-14A3A		FRM-14A3A	IS
	B1						FRM-14A2G	FRM-14A2G	FRM-14B3A3	IS
	B2	14000	13400	122	122		FRM-14A2G	FRM-14A2G	FRM-14B3A3	IS
	B3						FRM-14A2G	FRM-14A2G	FRM-14B3A3	IS
	B4						FRM-14A2G	FRM-14A2G	FRM-14B3A3	IS
15	A3						FRM-15A3A		FRM-15A3A	IS
	B1						FRM-15A2G	FRM-15A2G	FRM-15B3A3	IS
	B2	15000	14400	136	136		FRM-15A2G	FRM-15A2G	FRM-15B3A3	IS
	B3						FRM-15A2G	FRM-15A2G	FRM-15B3A3	IS
	B4						FRM-15A2G	FRM-15A2G	FRM-15B3A3	IS
16	A3						FRM-16A3A		FRM-16A3A	IS
	B1						FRM-16A2G	FRM-16A2G	FRM-16B3A3	IS
	B2	16000	15300	149	149		FRM-16A2G	FRM-16A2G	FRM-16B3A3	IS
	B3						FRM-16A2G	FRM-16A2G	FRM-16B3A3	IS
	B4						FRM-16A2G	FRM-16A2G	FRM-16B3A3	IS

† Contact manufacturer for Lead-Time
"X" option provides single pack box per fixture. Std Packaging = 20 units per Magna pak container.
* Recommended for installations within 750 ft. from the coast. Contact Factory for Lead-Time.
+ Compatible with LightGrid 2.0 nodes.
^ Not available in 347V, 480V or 347.48V.

WRIGHT
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ELECTRICAL ENGINEERING AND DESIGN
665 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807

SURPRISE, ARIZONA
ASANTE 4.5 PARCEL 1 - PHASE 1B
W ASANTE BLVD & N 163RD AVE

STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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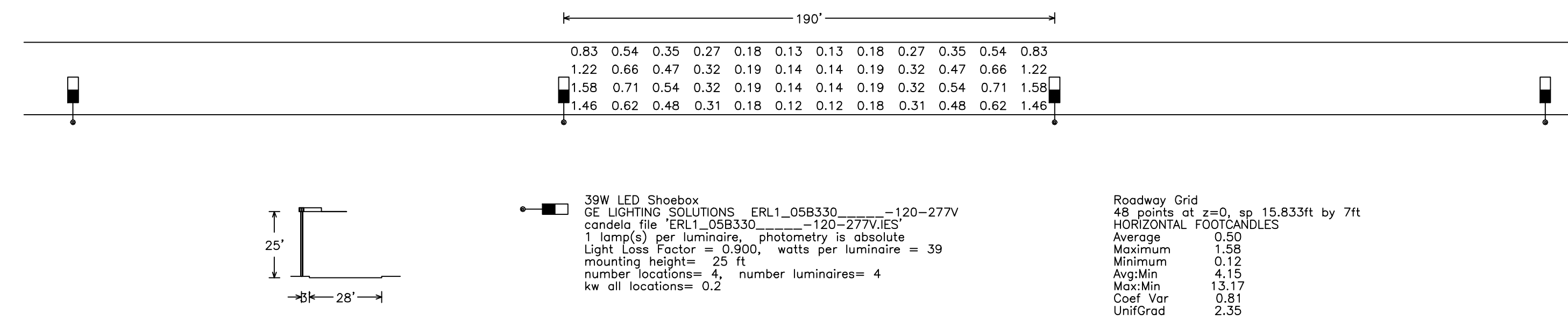
NO.	DATE	SUBMITTALS/R
1	FEB 2018	1ST SUBMITTAL
2	JUN 2018	2ND SUBMITTAL
3	JUL 2018	3RD SUBMITTAL
4	AUG 2018	4TH SUBMITTAL

Registered Professional Engineer (Electrical)
 Certificate No. 35943
 WADE T. WILLIAMS
 Date Signed: 08-16-18
 ARIZONA, U.S.A.
 Expires 3-31-19

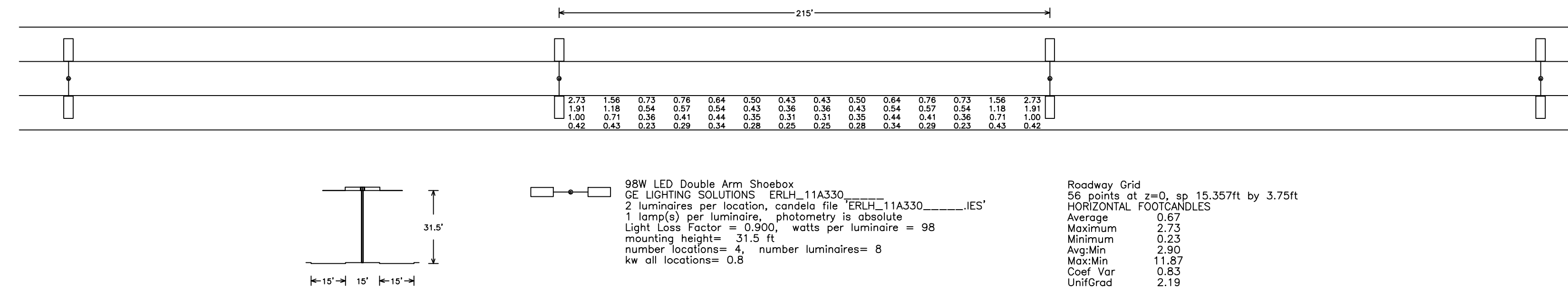
DRAWING NO:
SL3
OF 3

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

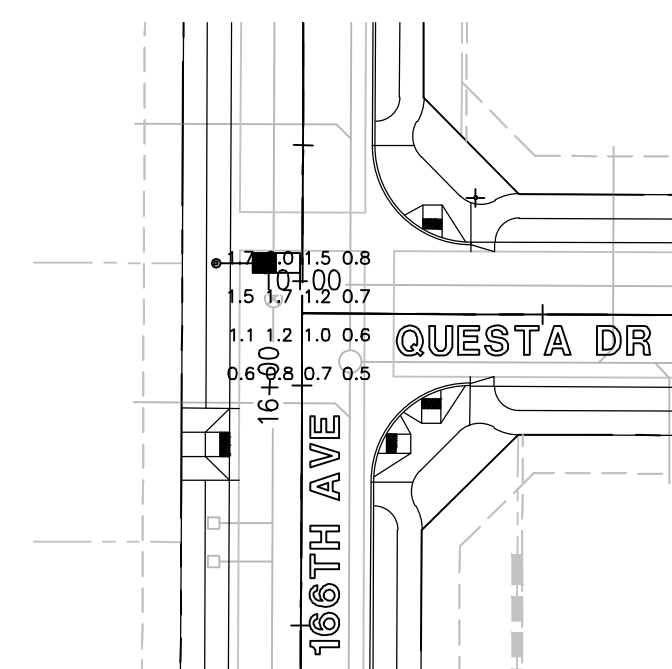
TYPICAL PHOTOMETRIC CALCULATIONS FOR LOCAL STREETS



TYPICAL PHOTOMETRIC CALCULATIONS FOR N 166TH DRIVE

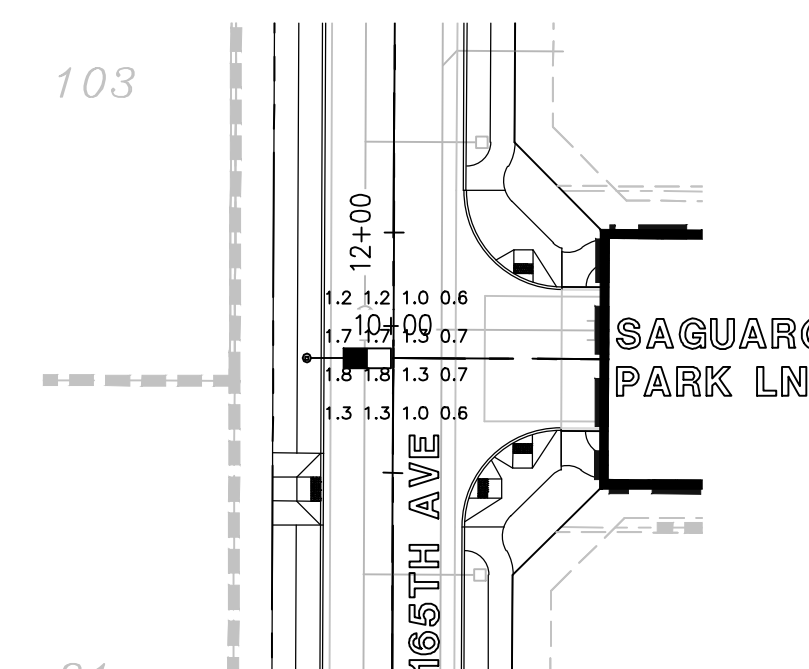


INTERSECTION PHOTOMETRIC CALCULATIONS



166TH AVE & QUESTA DR
16 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	1.1
Maximum	2.0
Minimum	0.5
Avg:Min	2.20
Max:Min	4.00
Coef Var	0.41
UnifGrad	1.88



```

165TH AVE & SAGUARO PARK LN
16 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES
Average      1.2
Maximum      1.8
Minimum      0.6
Avg:Min      2.00
Max:Min      3.00
Coef Var     0.33
UnifGrad     1.86

```

Note:
Luminance method was used for all photometric calculations.





WRIGHT

engineering corporation

ELECTRICAL ENGINEERING AND DESIGN

165 EAST CHILTRON DRIVE • CHANDLER, ARIZONA 85225

PHONE 480.497.5829 • FAX 480.497.5807

PHOTOMETRIC CALCULATION SHEET. FOR INFORMATION ONLY.



William Williams

Expires 3-31-19

PROJECT NAME:

ASANTE 4.5

PARCEL 1 – PHASE 1B

PUBLIC STREET LIGHTING

WRIGHT ENG.

PROJECT NO: **18037-01B**

DESIGN BY: KJH

PH1

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ASANTE 4.5 PARCEL 2 STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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

NOTE

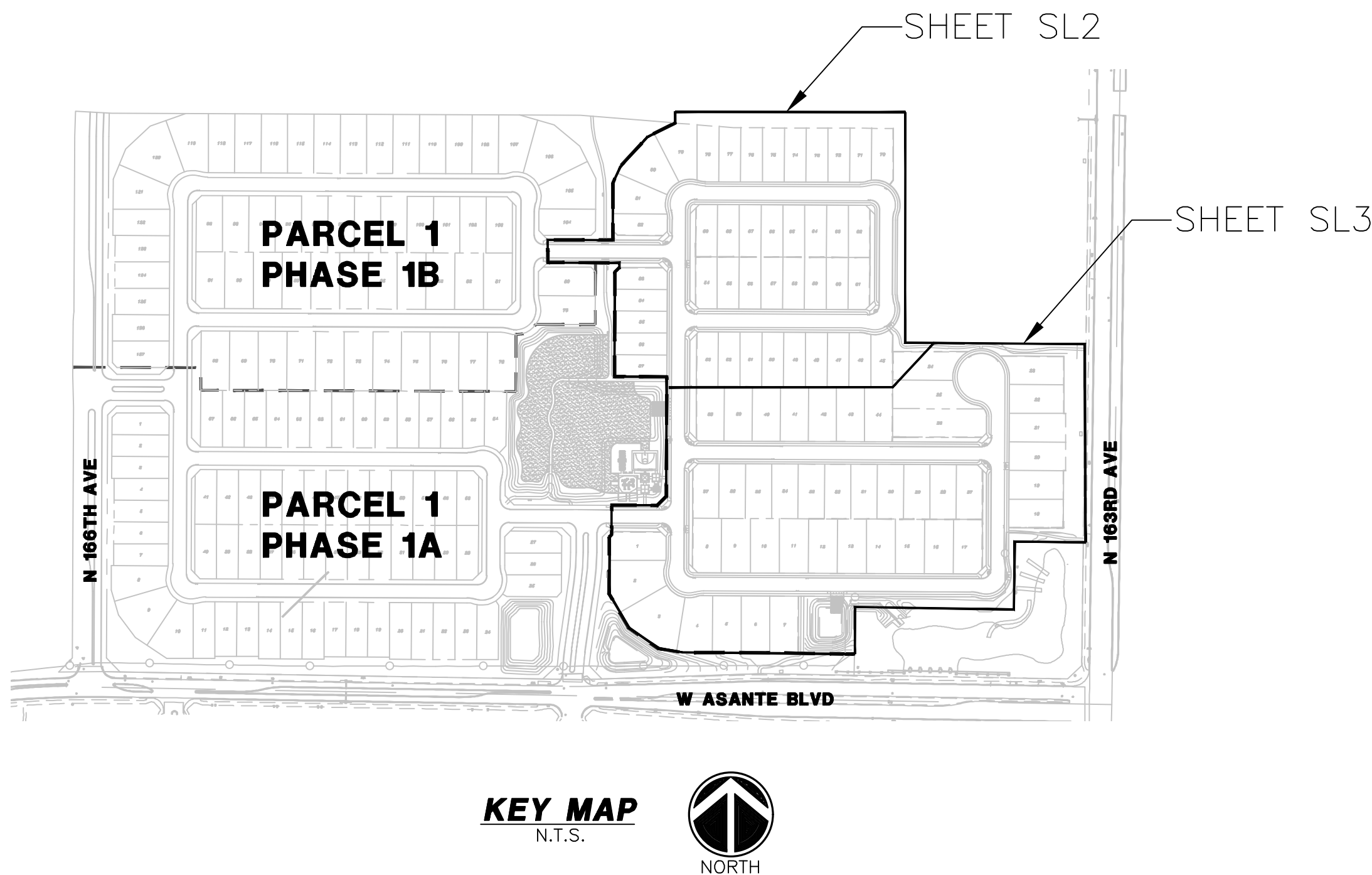
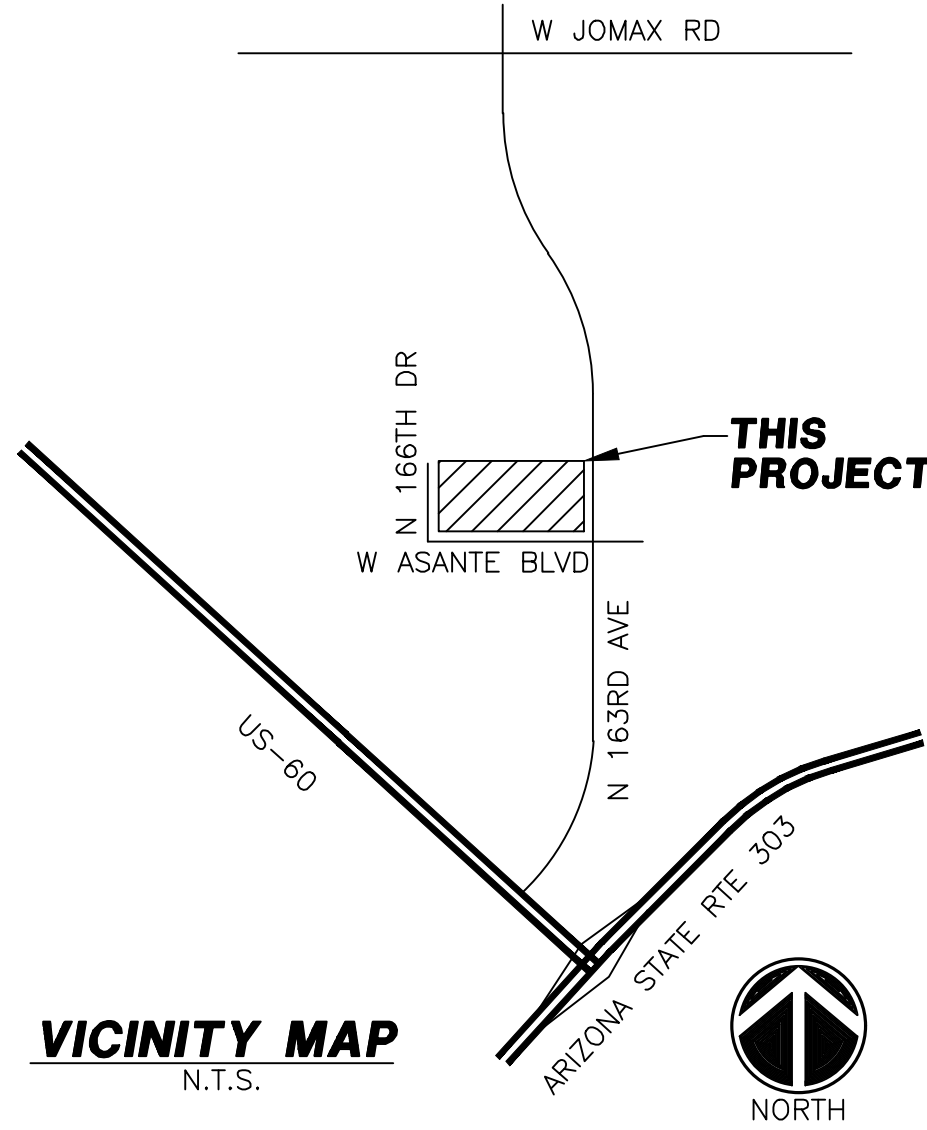
THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 100 WATT / 9,500 LUMEN AND THE 150 WATT /16,000 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 250 WATT/ 30,000 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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

CIVIL ENGINEER:
HILGART WILSON, LLC
2141 E. HIGHLAND AVE.,
SUITE 250
PHOENIX, AZ 85016
PHONE: (602)490-0535
CONTACT: ZACH HILGART
EMAIL: ZHILGART@HILGARTWILSON.COM

DEVELOPER:
LENNAR, INC
1725 W. GREENTREE
SUITE 114
TEMPE, AZ 85284
PHONE: (480) 777-4600
CONTACT: JEFF GUNDERSON
EMAIL: JEFF.GUNDERSON@LENNAR.COM



LEGEND

- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- 58W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

- 39W LED (4,900 LUMEN) LUMINAIRE (GE CAT# ERL1_05B330_120-277VIES) WITH PHOTOELECTRIC CONTROL ON A 30'-6" DIRECT BURIED POLE (1940.30) WITH A 2' MAST ARM (S2) PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
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THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)																
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE							APS STANDARD CODE NO.	
					POLE	HEIGHT		FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		LOCAL	PER PLANS	23	30'–6"	DIRECT BURY	2'–0"	25'	4,900	39W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2	
②		LOCAL	PER PLANS	1	30'–6"	DIRECT BURY	2'–0"	25'	6,800	58W	TYPE II	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2	



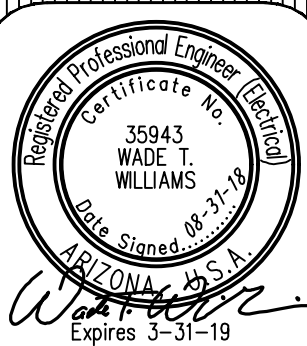
WRIGHT ENGINEERING
PROJECT NO:
18037-02
DESIGN BY: KJH
DRAWN BY: KJH
CHECKED BY: WTW

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

PROJECT: TITLE:

SURPRISE, ARIZONA
ASANTE 4.5 PARCEL 2
W ASANTE BLVD & N 163RD AVE
STREET LIGHT COVER SHEET

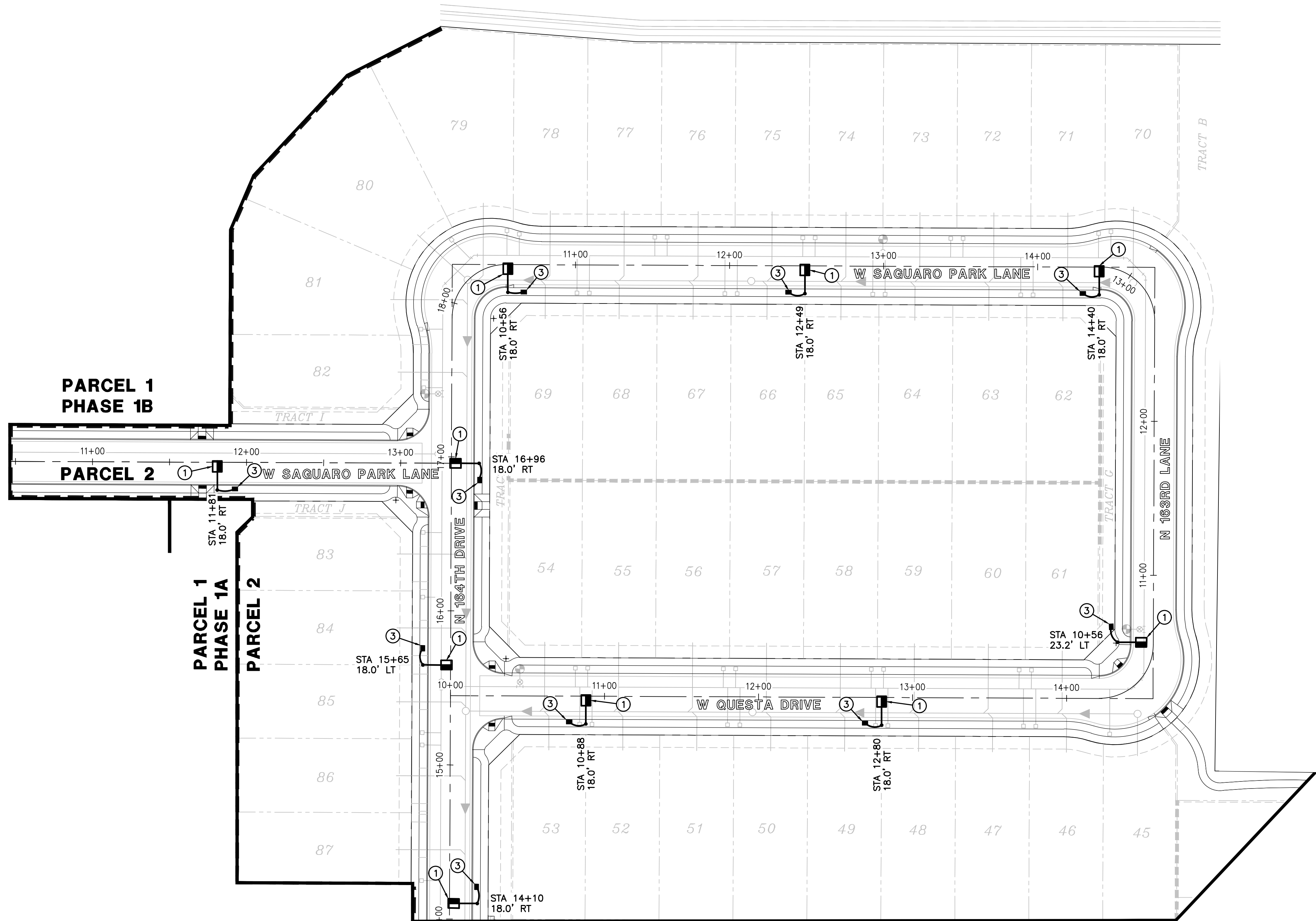
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2018	1ST SUBMITTAL
2	JUN 2018	2ND SUBMITTAL
3	AUG 2018	3RD SUBMITTAL



DRAWING NO:
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MATCHLINE 'A'
SEE SHEET SL3

LEGEND

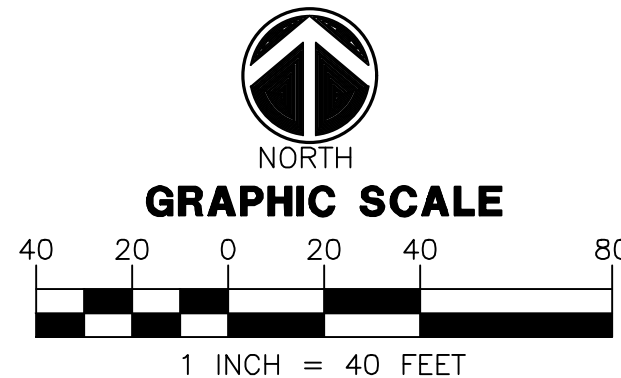
- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- 58W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

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STREET DIMENSIONS

- | | |
|----------------|--------------|
| SIDEWALK | 5'-0" |
| P.U.E. | 8'-0" |
| CENTERLINE TO: | |
| RIGHT OF WAY | 25'-0" |
| BACK OF CURB | 15'-0" |
| FACE OF CURB | 14'-6" |
| WATER | 6'-0" N & W |
| SEWER | 10'-0" S & E |

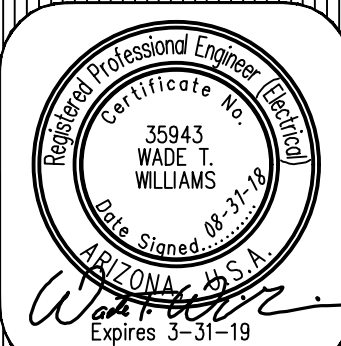


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DESIGN BY: KJH
DRAWN BY: KJH
CHECKED BY: WTW

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PHONE 480.497.5829 • FAX 480.497.5807
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PROJECT: TITLE:
SURPRISE, ARIZONA
ASANTE 4.5 PARCEL 2
W ASANTE BLVD & N 163RD AVE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2018	1ST SUBMITTAL
2	JUN 2018	2ND SUBMITTAL
3	AUG 2018	3RD SUBMITTAL



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LEGEND

- 39W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- 58W LED SHOEBOX STREET LIGHT, 25' MOUNTING HEIGHT
- #3 1/2 PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

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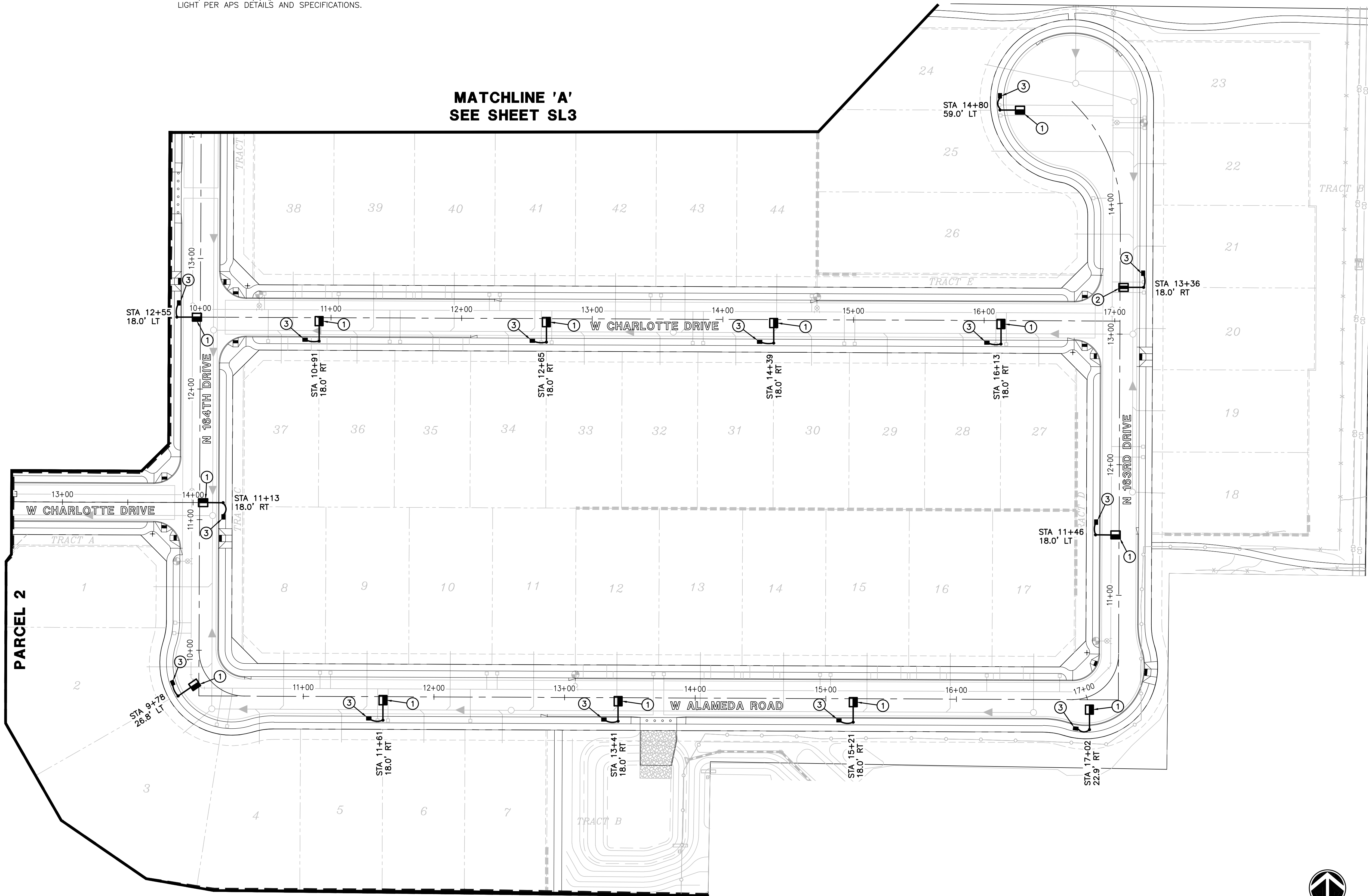
STREET DIMENSIONS

SIDEWALK P.U.E. 5'-0" 8'-0"

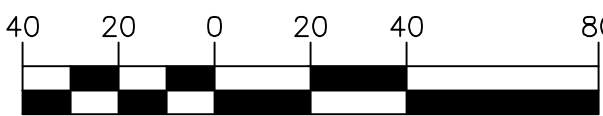
CENTERLINE TO:
RIGHT OF WAY 25'-0"
BACK OF CURB 15'-0"
FACE OF CURB 14'-6"
WATER 6'-0" N & W
SEWER 10'-0" S & E

MATCHLINE 'A'
SEE SHEET SL3

PARCEL 1
PHASE 1A
PARCEL 2



GRAPHIC SCALE



1 INCH = 40 FEET

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU DIG
Dial 811 or
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(OUTSIDE MARICOPA COUNTY)

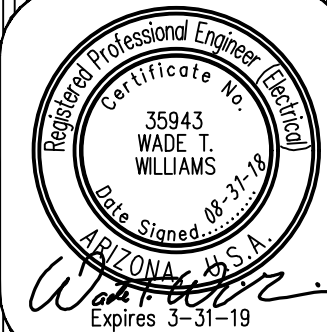
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PROJECT: TITLE:

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ASANTE 4.5 PARCEL 2
W ASANTE BLVD & N 163RD AVE
STREET LIGHT PLAN

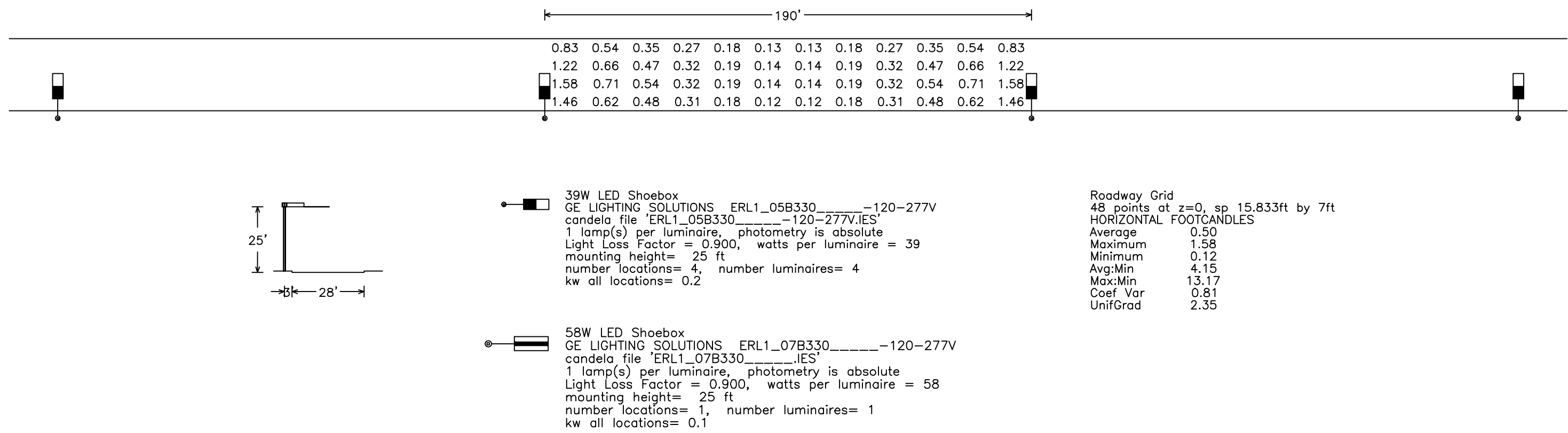
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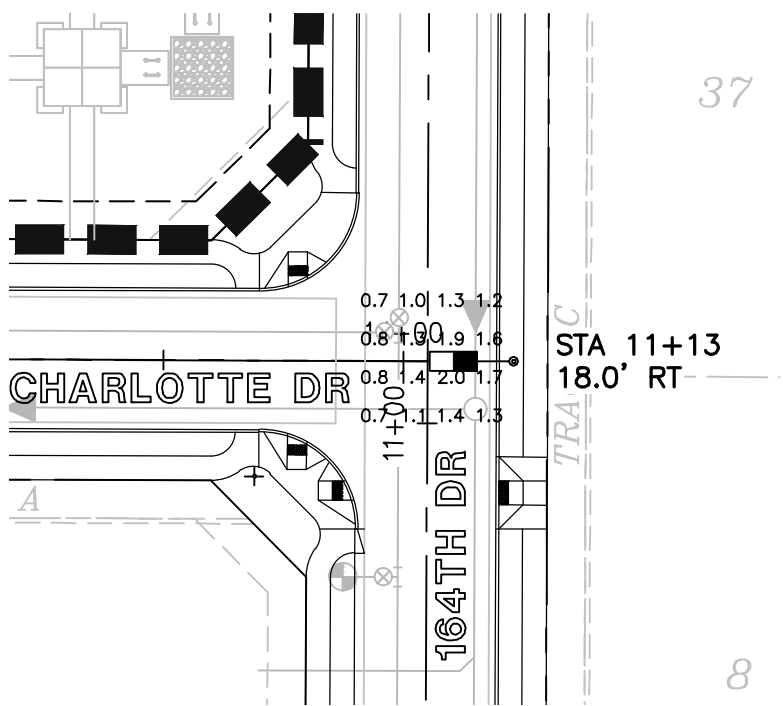
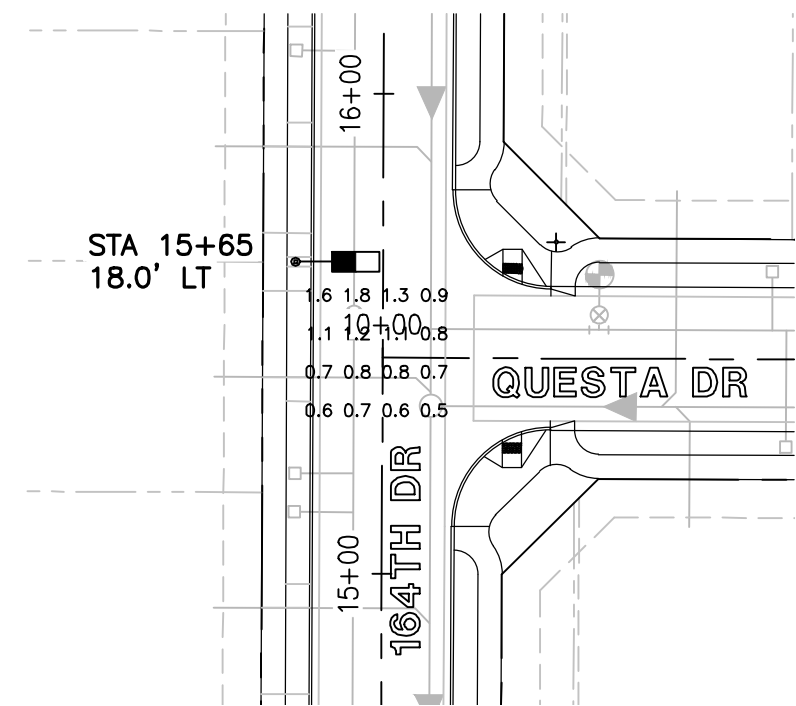
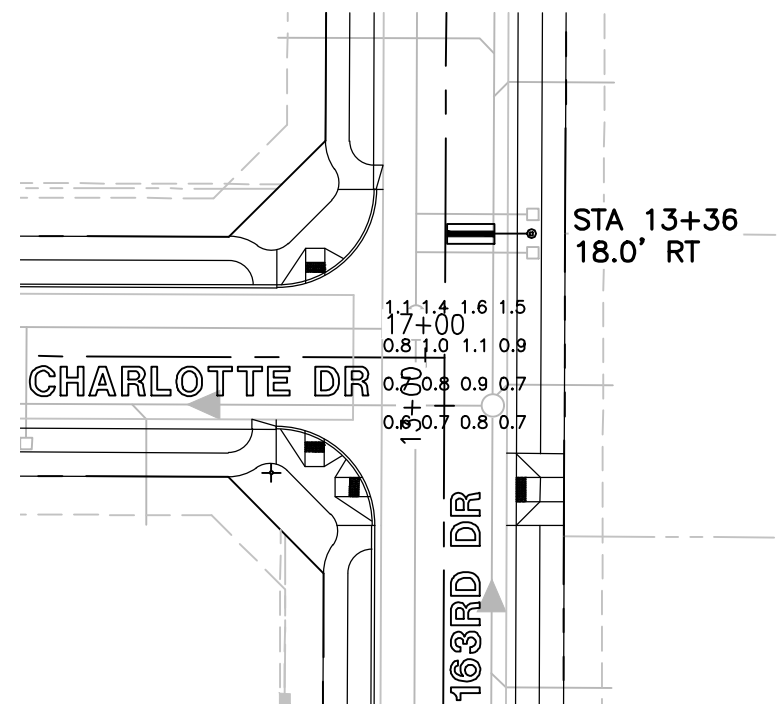
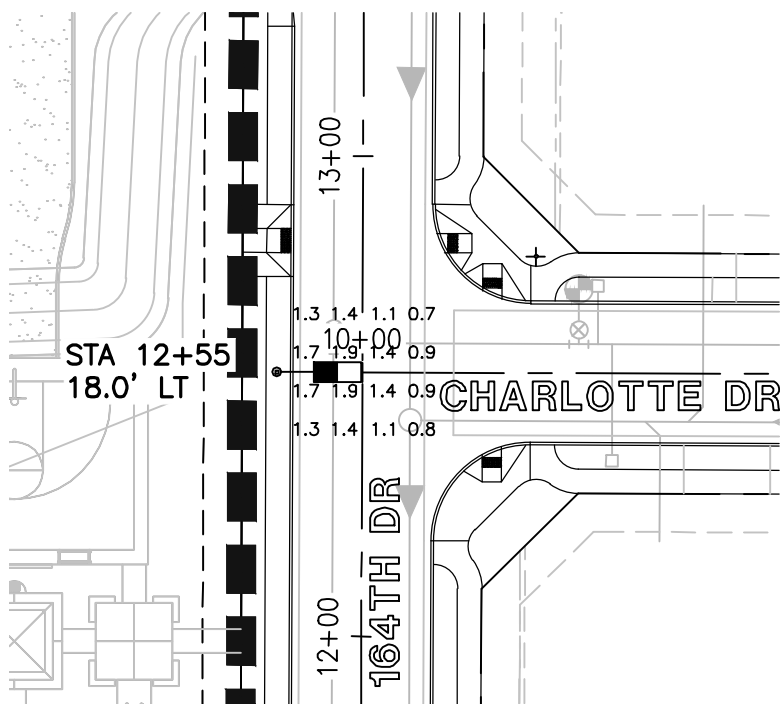
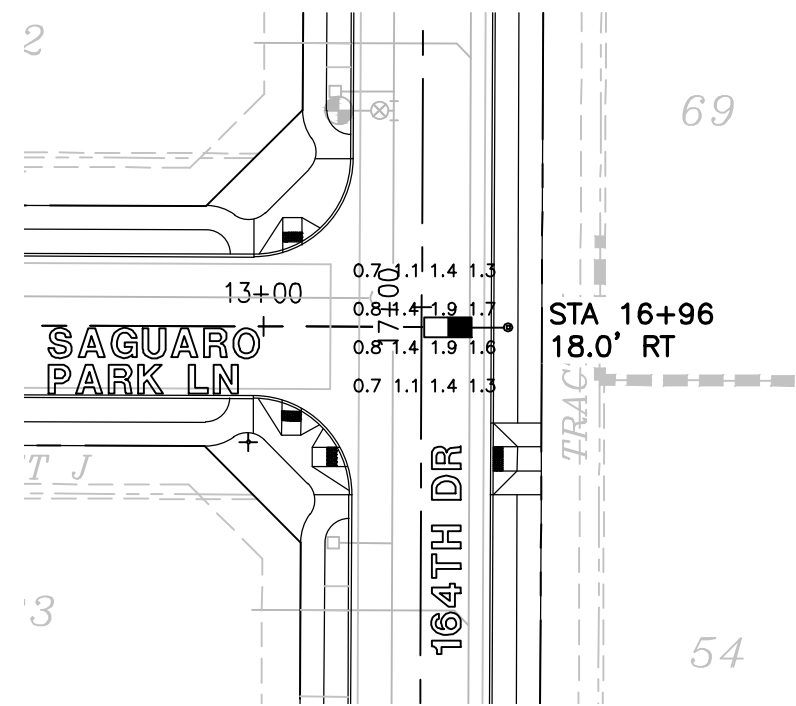
DRAWING NO:
SL3
OF 4

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TYPICAL PHOTOMETRIC CALCULATIONS FOR LOCAL STREETS



INTERSECTION PHOTOMETRIC CALCULATIONS



Note:
Luminance method was used for all photometric calculations.

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ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807

PHOTOMETRIC CALCULATION SHEET. FOR INFORMATION ONLY.

PROJECT NAME:
ASANTE 4.5
PARCEL 2
PUBLIC STREET LIGHTING
WRIGHT ENG.
PROJECT NO: **18037-02**

DESIGN BY: KJH **PH1**

Arizona Professional Engineer Seal
35943
WADE T. WILLIAMS
Exp. 3-31-19

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Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

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Asante Parcel 4.5





CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Bob Wingenroth, City Manager
Submitting Department:	City Manager Two	District:	5
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to Council's general support for a partnership between the City of Surprise and the Non-profit Chance Shelter of Surprise by entering into a letter of intent to build a no-kill animal shelter on City owned land in Surprise; Resolution #2018-162.

Motion:

I move to approve Resolution #2018-162.

Background:

Our Surprise Police Department's City's Animal Care & Control service currently operates a half dozen outdoor kennels. Beyond the City's humble facility, there is no animal shelter serving our nearly 135,000 residents.

Chance Shelter of Surprise has proposed a partnership with the City of Surprise to build a 12,000 - 15,000 square foot indoor, air conditioned shelter to include dog kennels, a cat room with kennels, examination rooms, quarantine/isolation areas, adoption kennels, and office/reception space. In addition, there will be outdoor facilities such as adoptable dog play, exercise, and wash areas.

The current partnership under discussion would involve the City entering into a long term, nominal rate lease of City owned land, and a pledge to pay for operating utilities (electric, water, sewer, sanitation, etc.). In exchange, Chance Shelter of Surprise would construct and operate the facility. In addition, Chance Shelter of Surprise would provide kennels, reception/office/storage, and restroom for the City of Surprise Animal Care and Control operations.

Objective Analysis:

Benefits of the non-profit, no kill animal shelter located in Surprise include:

- 1 Resource for first responders for animals in crisis situations
- 1 Provides Animal Care and Control staff with indoor, air conditioned facilities
- 1 Provides longer hold times for lost pets allowing higher chance of reuniting with owners
- 1 Reduces the time and expense of transporting pets to the Maricopa County facility

- 1 Provides enhanced opportunities for community involvement

Potential drawbacks include:

- 1 Possible noise from the pets
- 1 Competing uses for scarce City owned land

Policy Compliant:

Subject matter, possible contractual agreement, and goals are compliant with City and Council Policy directing City to engage with local organizations to the benefit of both parties.

Financial Impact:

Initial estimate of on-going utility costs are \$10,000 - \$25,000 per year.

Cost savings/efficiencies for Surprise Animal Care and Control may offset some of the utility costs.

If shelter placed on City owned land, it is possible that City will need future one time capital outlay to purchase land for a fire station or other city facility.

Budget Impact:

There would be no budget impact until FY 2021.

FTE Impact:

0 FTE Impact

ATTACHMENTS:

Click to download

☐ [RES18-162 - Animal Shelter](#)

RESOLUTION # 2018-162

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, SUPPORTING THE ESTABLISHMENT OF A NO-KILL ANIMAL SHELTER IN THE CITY OF SURPRISE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A LETTER OF INTENT WITH CHANCE SHELTER TO MEMORIALIZE THE GENERAL CONCEPT AS PRESENTED.

WHEREAS, the City of Surprise has identified a need for a no-kill animal shelter within its corporate boundaries to serve its citizenry;

WHEREAS, the City's animal control division would benefit from expanded facilities from which to operate and house local animals;

WHEREAS, the Chance Shelter of Surprise has expressed interest in establishing a no-kill animal shelter suitable for a community the size of Surprise with expected growth in the coming years; and

WHEREAS, the City of Surprise owns land which may be suitable for an animal shelter as proposed by Chance Shelter of Surprise.

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

Section 1. The City Council supports the general concept of Chance Shelter constructing a modern 12,000 to 15,000 square foot no-kill animal shelter utilizing City real property under a long term lease as presented at the October 2, 2018 City Council Work Session.

Section 2. The City Manager is authorized to continue discussions with Chance Shelter to particularize the general terms of a transaction and memorialize same within a Letter of Intent.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	October 16, 2018	Contact Person:	James Jackson, Police Dept
Submitting Department:	Police	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations of \$120,500 from Contingency within the Grants Fund and authorizing the acceptance of seven (7) grant awards from the Arizona Governor's Office of Highway Safety; Resolution #2018-154.

Motion:

I move to approve Resolution #2018-154.

Background:

The City of Surprise Police Department applied for FFY2019 grant funding from the Arizona Governor's Office of Highway Safety (AZGOHS) and was awarded seven (7) grants totaling \$120,500 to cover expenses as follows: 1) Two Driving Under the Influence (DUI) Enforcement grants including one grant in the amount of \$7,500 for overtime to support the Know Your Limit Education program (which is focused on impaired driving education) and the other grant in the amount of \$20,000 for overtime for impaired driving enforcement; 2) Selective Traffic Enforcement Program (STEP) grant in the amount of \$39,000 including \$14,000 for the purchase of five (5) Raptor radars to enhance enforcement and an additional \$25,000 for overtime for speeding and distracted driving enforcement; 3) Bicycle and Pedestrian Safety Enforcement grant totaling \$9,000 including \$6,000 for overtime for bicycle and pedestrian safety enforcement and an additional \$3,000 to purchase 150 bike helmets to support bicycle safety; 4) Two Occupant Protection grants including one grant for \$9,000 for overtime to enforce seat belt and child safety seat laws and another grant for \$16,000 to purchase one (1) Box Trailer to store the operational supplies to support seat belt and child safety seat education and enforcement (i.e. child safety seats, canopies, tables, chairs, and other supplies); and 5) Motorcycle Safety Enforcement and Education grant for \$20,000 for overtime to enhance motorcycle safety enforcement and education.

Objective Analysis:

Acceptance of these seven grants will produce many positive impacts. DUI driving will be prosecuted and discouraged by traffic task force operations and awareness programs. Additionally, the grants will support improved enforcement of impaired driving, speeding, distracted driving, bicycle and pedestrian

safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

These grants are consistent with the City's practice of discouraging DUIs and successfully discovering and prosecuting DUIs. They are also consistent with the City educating the public about safe driving practices and then taking steps to implement and encourage safe driving practices.

Financial Impact:

These seven (7) grant awards provide \$87,500 in overtime for DUI/Impaired driving, speeding and distracted driving enforcement throughout the City of Surprise: \$16,000 for Occupant Protection-related equipment; \$14,000 for the purchase of five (5) Raptor radars to enhance traffic enforcement and \$3,000 for the purchase of bicycle helmets to support bicycle safety. There is no City match requirement; however, all employee related expenses (ERE) associated with the overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

Acceptance of these grants will reallocate appropriations in the amount of \$120,500 from Grants Fund Contingency for overtime, equipment and education-related materials. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this item.

ATTACHMENTS:

Click to download

- ☐ [AZGOHS 2019-405d-039](#)
 - ☐ [AZGOHS 2019-II-006](#)
 - ☐ [AZGOHS 2019-PTS-052](#)
 - ☐ [AZGOHS 2019-405h-018](#)
 - ☐ [AZGOHS 2019-405b-010](#)
 - ☐ [AZGOHS 2019-405b-011](#)
 - ☐ [AZGOHS 2019-MC-003](#)
 - ☐ [Resolution #2018-154](#)
-

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405dAZM

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2019-405d-039
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ADDRESS
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
405d

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Plaza, Surprise, AZ 85374

3. PROJECT TITLE:
Know Your Limit Program

4. GUIDELINES:
405d

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) to enhance the Know Your Limit Program throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2019
I. Personnel Services	\$7,500.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$7,500.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
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CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$7,500.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Alcohol-related Crashes	20	37	34
Total Alcohol-related Serious Injuries	1	6	6
Total Alcohol-related Fatalities	3	0	0
Total Speed-related Crashes	348	306	270
Total Speed-related Serious Injuries	35	41	30
Total Speed-related Fatalities	2	0	0

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 857 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, the city has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly, to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to inform and educate citizens on the dangers and consequences of alcohol and drug impaired driving has never been greater.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue their commitment to DUI/Impaired Driving Education through the Know Your Limit program. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by educating citizens on the dangers and consequences of alcohol and drug impaired driving through highly effective citizen contacts consistent with GOHS's Know Your Limit program.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired-related crashes 10% from 20 during calendar year 2016 to 18 by December 31, 2019.

To decrease fatalities in impaired-related crashes 100% from 3 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in impaired-related crashes 100 % from 1 in calendar year 2016 to 0 by December 31, 2019.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2019.

To participate in a minimum of 4 DUI task force operations per quarter during FFY 2019.

Additional Contract Objectives:

1. To host a Know Your Limit program event at the Surprise Stadium during each of the Major League Baseball Stadium's Spring Training games (28 -32 games).

2. To host a minimum of 2 Know Your Limit Events outside of the MLB Spring Training Season during FFY 2018.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Know Your Limit Education Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,500.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$7,500.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$7,500.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.govFederal Identification Number: 86-6007796**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. DUNS Number:021 64 8936

(DUNS #)

16000 N Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405dAZM

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2019-II-006
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ADDRESS
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
405d

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Plaza, Surprise, AZ 85374

3. PROJECT TITLE:
DUI/Impaired Driving Enforcement

4. GUIDELINES:
405d

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2019
I. Personnel Services	\$20,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
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CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Alcohol-related Crashes	20	37	34
Total Alcohol-related Serious Injuries	1	6	6
Total Alcohol-related Fatalities	3	0	0
Total Speed-related Crashes	348	306	270
Total Speed-related Serious Injuries	35	41	30
Total Speed-related Fatalities	2	0	0

Agency Problem/Attempts to Solve Problem:

With the increase in population, the city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving.

Similarly to the growth of the alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol-impaired drivers has never been greater.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue the commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROJECT MEASURES:

To decrease the number of impaired-related crashes 10% from 20 during calendar year 2016 to 18 by December 31, 2019.

To decrease fatalities in impaired-related crashes 100% from 3 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in impaired-related crashes 100 % from 1 in calendar year 2016 to 0 by December 31, 2019.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2019.

To participate in a minimum of 4 DUI task force operations per quarter during FFY 2019.

Additional Contract Objectives:

1. To host a minimum of 4 DUI task force operations during FFY 2019.
2. To increase the number of DUI arrests by 3% from 298 during calendar year 2017 to 307 by December 31, 2018.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.govFederal Identification Number: 86-6007796**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. DUNS Number:021 64 8936

(DUNS #)

16000 N Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

24

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2019-PTS-052
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ADDRESS
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Plaza, Surprise, AZ 85374

3. PROJECT TITLE:
STEP Enforcement, and Related Materials and Supplies

4. GUIDELINES:
402-Police Traffic Services (PTS)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Five (5) Raptor Radars to enhance STEP Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2019
I. Personnel Services	\$25,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$14,000.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$39,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
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CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$39,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Alcohol-related Crashes	20	37	34
Total Alcohol-related Serious Injuries	1	6	6
Total Alcohol-related Fatalities	3	0	0
Total Speed-related Crashes	348	306	270
Total Speed-related Serious Injuries	35	41	30
Total Speed-related Fatalities	2	0	0

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 857 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

Because of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Five (5) Raptor Radars to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PT) program to enforce speed and aggressive driving within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 348 during calendar year 2016 to 313 by December 31, 2019.

To decrease fatalities in speeding-related crashes 100% from 2 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 10% from 35 in calendar year 2016 to 31 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2354 during Calendar Year 2017 to 2590 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2019.

Additional Contract Objectives:

1. To increase the total contacts (Traffic Stops) 5% from 19106 during calendar year 2017 to 20062 during FFY2019.

2. To increase the number of other citations (except speed) 5% from 4233 during calendar year 2017 to 4445 during FFY2019.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Five (5) Raptor Radars to enhance STEP Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Five (5) Raptor Radars

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The Surprise Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Surprise Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring

	the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$25,000.00
II.	Employee Related Expenses (ERE) 0%	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Five (5) Raptor Radars	\$14,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$39,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$39,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: Accountant PrincipalFederal Identification Number: 86-6007796**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. DUNS Number:021 64 8936

(DUNS #)

16000 N Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405hAZ0

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2019-405h-018
ADDRESS 14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374	PROGRAM AREA: 405h
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Mike Robbins
ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	3. PROJECT TITLE: Pedestrian and Bicycle Safety Overtime and Related Materials and Supplies
4. GUIDELINES: 405h	

5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405h funds will support Personnel Services (Overtime), and Materials and Supplies: One hundred fifty (150) Bike Helmets to enhance Pedestrian and Bicycle Safety throughout the City of Surprise.	
6. BUDGET COST CATEGORY	Project Period FFY 2019
I. Personnel Services	\$6,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$3,000.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$9,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$9,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Pedestrian-related Crashes	4	3	2
Total Pedestrian-related Serious Injuries	3	2	1
Total Pedestrian-related Fatalities	0	0	0
Total Bicycle-related Crashes	2	5	5
Total Bicycle-related Serious Injuries	1	4	1
Total Bicycle-related Fatalities	0	0	0

Agency Problem/Attempts to Solve Problem:

The City of Surprise is home to 23+ grade schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, they are also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase the volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be effected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

In total, the Surprise Police Department is responsible for patrolling approximately 857 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

Agency Funding:

Federal 405h funds will support Personnel Services (Overtime) and Materials and Supplies: One hundred fifty (150) Bike Helmets to enhance Pedestrian and Bicycle Safety throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Pedestrian and Bicycle Safety (PS) program to continue their commitment to increasing safety awareness and skills. The granted funding will support the purchase of equipment and overtime expenditures used when hosting bicycle rodeos within the City and aiding neighboring cities with their rodeos.

PROJECT MEASURES:

To decrease fatalities in pedestrian traffic-related fatalities 0% from 0 in calendar year 2016 to 0 by December 31, 2019.

To decrease the number of pedestrian traffic-related serious injuries 100% from 4 in calendar year 2016 to 0 by December 31, 2019.

Contract Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2019.

Additional Contract Objectives:

1. Conduct targeted pedestrian and bicycle traffic law enforcement efforts a minimum of 1 time per month during the FFY 2018.
2. Release 3 pedestrian and bicycle safety related social media/press release messages each quarter during FFY 2018.

GOALS/OBJECTIVES:

Federal 405h funds will support Personnel Services (Overtime) and Materials and Supplies: One hundred fifty (150) Bike Helmets to enhance Pedestrian and Bicycle Safety throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicycle Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicycle Safety Program goal is to reduce the incidences of pedestrian and bicycle fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicycle Safety in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Pedestrian/Bicycle Safety Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicycle Safety Activities: One hundred fifty (150) Bike Helmets

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$6,000.00
II.	Employee Related Expenses (ERE) 0%	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies One hundred fifty (150) Bike Helmets	\$3,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$9,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$9,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: Lisa Alexander-Frosland
Title: Accountant Principal
Telephone Number: (623)222-1847 Fax Number: (623)222-1801
E-mail Address: lisa.alexander@surpriseaz.gov

2. Agency's Fiscal Contact:

Name: Lisa Alexander-Frosland
Title: Accountant Principal
Telephone Number: (623)222-1847 Fax Number: (623)222-1801
E-mail Address: lisa.alexander@surpriseaz.gov
Federal Identification Number: 86-6007796

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:
City of Surprise

Warrant/Check to be mailed to:
City of Surprise

(Agency)
16000 N Civic Center Plaza

(Address)
Surprise, AZ 85374

(City, State, Zip Code)

4. DUNS Number:

021 64 8936

(DUNS #)
16000 N Civic Center Plaza, Surprise, AZ 85374
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

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GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405bAZL

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2019-405b-010
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ADDRESS
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
405b

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Plaza, Surprise, AZ 85374

3. PROJECT TITLE:
Occupant Protection Enforcement

4. GUIDELINES:
405b

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405b funds will support Personnel Services (Overtime) to enhance Occupant Protection Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2019
I. Personnel Services	\$9,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$9,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
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CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$9,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Unrestrained Occupant Crashes	55	46	51
Total Unrestrained Serious Injuries	8	7	8
Total Unrestrained Occupant Fatalities	7	2	0

Agency Problem/Attempts to Solve Problem:

The Surprise Police Department is responsible for patrolling approximately 857 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, the agency has begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire Car Seat installation Clinics. Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer).

Agency Funding:

Federal 405b funds will support Personnel Services (Overtime) to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue the commitment to child passenger safety through hosting Car Seat Installation Clinics. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the overtime expenditures used for educating citizens on the proper installation of child safety seats.

PROJECT MEASURES:

To decrease unrestrained occupant fatalities 100% from 7 in calendar year 2016 to 0 by December 31, 2019.

To decrease unrestrained occupant serious injuries 50% from 8 in calendar year 2016 to 4 by December 31, 2019.

Contract Objectives:

To increase seatbelt citations 10 % from 143 during calendar year 2017 to 158 during FFY 2019.

To increase child safety seat citations 50 % from 40 during calendar year 2017 to 60 during FFY 2019.

Conduct/participate in 12 occupant restraint outreach/educational events each quarter during FFY 2019.

Additional Contract Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2018.
2. Release 3 occupant restraint related press releases each quarter during FFY 2018.

GOALS/OBJECTIVES:

Federal 405b funds will support Personnel Services (Overtime) to enhance Occupant Protection Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$9,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$9,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$9,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623) 222-1847 Fax Number: (623) 222-1801E-mail Address: lisa.alexander@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623) 222-1847 Fax Number: (623) 222-1801E-mail Address: lisa.alexander@surpriseaz.govFederal Identification Number: 86-6007796**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise(Agency)16000 N Civic Center Plaza(Address)Surprise, AZ 85374(City, State, Zip Code)**4. DUNS Number:**021 64 8936(DUNS #)16000 N Civic Center Plaza, Surprise, AZ 85374(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751830000405bAZL		CFDA: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2019-405b-011	
ADDRESS 14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374	PROGRAM AREA: 405b	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Mike Robbins	
ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	3. PROJECT TITLE: Occupant Protection Related Equipment- One (1) Box Trailer	
4. GUIDELINES: 405b		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Capital Outlay: One (1) Box Trailer to enhance Occupant Protection throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FFY 2019	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$16,000.00	
TOTAL ESTIMATED COSTS	\$16,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$16,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Serious Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Unrestrained Occupant Crashes	55	46	51
Total Unrestrained Serious Injuries	8	7	8
Total Unrestrained Occupant Fatalities	7	2	0

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire Car Seat Installation Clinics. Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer).

With the support of GOHS the agency is now hosting the events throughout the City at various venues. However, storing and transporting the GOHS purchased child safety seats, canopies, tables, chairs, and supplies is a challenge. Having a trailer advertising GOHS's partnership with the City at these events to store and transport the equipment will provide an additional resource to the West Valley for the hosting of Car Seat Events. The City will also be provided the opportunity to store old car seats to Car Seat Installation Trainings to support an increase in child safety seat installation certified personnel.

Agency Funding:

Federal 405b funds will support Capital Outlay: One (1) Box Trailer to enhance Occupant Protection throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue their commitment to child passenger safety through hosting Car Seat Installation Clinics. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the purchase of equipment and overtime expenditures used for educating citizens on the proper installation of child safety seats.

PROJECT MEASURES:

To decrease unrestrained occupant fatalities 100% from 7 in calendar year 2016 to 0 by December 31, 2019.

To decrease unrestrained occupant serious injuries 50% from 8 in calendar year 2016 to 4 by December 31, 2019.

Contract Objectives:

To increase seatbelt citations 10 % from 143 during calendar year 2017 to 158 during FFY 2019.

To increase child safety seat citations 50 % from 40 during calendar year 2017 to 60 during FFY 2019.

Conduct/participate in 12 occupant restraint outreach/educational events each quarter during FFY 2019.

Additional Contract Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2018.
2. Facilitate the use of the Child Safety Seat Trailer at a minimum of 2 Child Safety Seat Installation Trainings during the FFY2019.

GOALS/OBJECTIVES:

Federal 405b funds will support Capital Outlay: One (1) Box Trailer to enhance Occupant Protection throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Capital Outlay - To purchase/procure the following Capital Outlay for Occupant Protection Activities:

One (1) Box Trailer

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

EQUIPMENT:

One (1) Box Trailer

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference

acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Surprise Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Surprise Police Department further agrees to dispose of this equipment using the Surprise Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Surprise Police Department may refer to that of the State. The Surprise Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Surprise Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Surprise Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Surprise Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the (1) Box Trailer.

Decals:

The Governor's Office of Highway Safety shall provide the Surprise Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 405 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Surprise Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:**EQUIPMENT –****Requirements for Equipment:**

The Surprise Police Department shall provide a high quality color photograph of all equipment purchased under this Contract. The Surprise Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review

Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay One (1) Box Trailer	\$16,000.00

TOTAL ESTIMATED COSTS***\$16,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$16,000.00.

**Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment \$5,000.00 or more**

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)2221801E-mail Address: lisa.alexander@surpriseaz.govFederal Identification Number: 86-6007796**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. DUNS Number:021 64 8936

(DUNS #)

16000 N Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY
Surprise Police Department

GOHS CONTRACT NUMBER:
2019-MC-003

ADDRESS
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

PROGRAM AREA:
402-MC

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Mike Robbins

ADDRESS
16000 N. Civic Center Plaza, Surprise, AZ 85374

3. PROJECT TITLE:
Motorcycle Safety Enforcement and Education

4. GUIDELINES:
402-Motorcycle Safety (MC)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Enforcement and Education throughout the City of Surprise.

6. BUDGET
COST CATEGORY

Project Period
FFY 2019

I. Personnel Services

\$20,000.00

II. Employee Related Expenses (0%)

\$0.00

III. Professional and Outside Services

\$0.00

IV. Travel In-State

\$0.00

V. Travel Out-of-State

\$0.00

VI. Materials and Supplies

\$0.00

VII. Capital Outlay

\$0.00

TOTAL ESTIMATED COSTS

\$20,000.00

PROJECT PERIOD **FROM:** Effective Date
(Date of GOHS Director Signature) **TO:** 09-30-2019

CURRENT GRANT PERIOD **FROM:** 10-01-2018 **TO:** 09-30-2019

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 139

Total Population in city/town or county: 130,000

Total Road Mileage: Highway: 39 Local: 857 Total: 896

	2016	2015	2014
Total Crashes	1973	1791	1661
Total Injury Crashes	239	253	238
Total Fatal Crashes	3	0	0
Total Alcohol-related Crashes	20	37	34
Total Alcohol-related Serious Injuries	1	6	6
Total Alcohol-related Fatalities	3	0	0
Total Speed-related Crashes	348	306	270
Total Speed-related Serious Injuries	35	41	30
Total Speed-related Fatalities	2	0	0

Agency Problem/Attempts to Solve Problem:

Because of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

An increase percentage of injury and non-injury collisions with the City involve motorcycles. Recognizing this increase, the City of Surprise will be dedicating enforcement efforts to days and times where these collisions most frequently occur. During these times, they will be enforcing laws most critical to the safety of motorcycle riders. The agency will also be hosting two Basic Motorcycle Courses to educate and train motorcycle riders in their City on safe driving habits and emergency collision avoidance practices.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Enforcement and Education throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PT) program to enforce traffic safety laws with the greatest impact on motorcycle safety and to host a Motorcycle Rodeo Event within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement and by educating/training motorcycle riders within the City.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 348 during calendar year 2016 to 313 by December 31, 2019.

To decrease fatalities in speeding-related crashes 100% from 2 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 10% from 35 in calendar year 2016 to 31 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2354 during Calendar Year 2017 to 2590 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2019.

Additional Contract Objectives:

1. Host 2 Basic Motorcycle Operation Courses for citizens during FFY 2019.
2. Release 3 motorcycle safety related press releases each quarter during FFY 2019

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Enforcement and Education throughout the City of Surprise.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Motorcycle Safety Awareness in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Motorcycle Safety Awareness Enforcement and Education Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Lisa Alexander-FroslandTitle: Accountant PrincipalTelephone Number: (623)222-1847 Fax Number: (623)222-1801E-mail Address: lisa.alexander@surpriseaz.govFederal Identification Number: 86-6007796**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. DUNS Number:021 64 8936

(DUNS #)

16000 N Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

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RESOLUTION # 2018-154

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT AND ENTER INTO SEVEN GRANT AGREEMENTS WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR ENFORCEMENT AND EDUCATION ACTIVITIES AND AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$120,500 WITHIN THE GRANTS FUND FOR THE RECEIPT OF GRANT FUNDING.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon various areas of safety enforcement,

WHEREAS, the City of Surprise Police Department has applied for and been awarded the following seven grants:

- Two Driving Under the Influence (DUI) Enforcement grants including one grant in the amount of \$7,500 for overtime to support the Know Your Limit Education program (which is focused on impaired driving education) and the other grant in the amount of \$20,000 for overtime for impaired driving enforcement;
- A Selective Traffic Enforcement Program (STEP) grant in the amount of \$39,000 including \$14,000 for the purchase of Five (5) Raptor Radars to enhance enforcement and an additional \$25,000 for overtime for speeding and distracted driving enforcement;
- A Bicycle and Pedestrian Safety Enforcement grant for a total amount of \$9,000 which includes both \$6,000 for overtime for bicycle and pedestrian safety enforcement and an additional \$3,000 to purchase 150 bike helmets to support bicycle safety;
- Two Occupant Protection Enforcement grants including one grant in the amount of \$9,000 for overtime to enforce seat belt and child safety seat laws and another grant in the amount of \$16,000 to purchase One (1) Box Trailer to store the operational supplies to support seat belt and child safety seat education and enforcement (items such as child safety seats, canopies, tables, chairs and other supplies);
- A Motorcycle Safety Enforcement and Education grant in the amount of \$20,000 for overtime to enhance motorcycle safety enforcement and education.

WHEREAS, accepting these seven grants will support improved enforcement of impaired driving, speeding, distracted driving, bicycle and pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education on these matters;

WHEREAS, the City of Surprise Police Department desires to accept these grant awards;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 2. The City of Surprise is authorized to accept and enter into the following seven grant agreements with the Arizona Governor's Office for Highway Safety for receipt of grant funding in the amounts of:

- \$7,500 for overtime to support the Know Your Limit Education program and \$20,000 for overtime for impaired driving enforcement; the grants are attached as *Exhibits B and C*;
- \$14,000 for the purchase of Five (5) Raptor Radars to enhance enforcement and an additional \$25,000 for overtime for speeding and distracted driving enforcement; this grant is attached as *Exhibit D*;
- \$6,000 for overtime for bicycle and pedestrian safety enforcement and an additional \$3,000 to purchase 150 bike helmets to support bicycle safety; this grant is attached as *Exhibit E*;
- \$9,000 for overtime to enforce seat belt and child safety seat laws and another grant in the amount of \$16,000 to purchase One (1) Box Trailer to store the operational supplies to support seat belt and child safety seat education and enforcement; these grants are attached as *Exhibits F and G*;
- \$20,000 for overtime to enhance motorcycle safety enforcement and education; this grant is attached as *Exhibit H*.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

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 # 2018-154 **Exhibit A**

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$120,500 from contingency within the Grants Fund to FFY19 GOHS DUI Enforcement (\$20,000), FFY19 GOHS STEP OT and Supplies (\$39,000), FFY19 GOHS Know Your Limit (\$7,500), FFY19 GOHS Ped & Bike OT and Supplies (\$9,000), FFY19 GOHS Occupant Protection OT (\$9,000), FFY19 GOHS Occupant Protection Equipment (\$16,000), and FFY19 GOHS Motorcycle Enforcement (\$20,000) within the Grants Fund to cover the projected expenditures associated with the equipment and overtime expenses for additional DUI impairment and traffic enforcement, as well as occupant protection enforcement, motorcycle safety education and enforcement, and pedestrian and bike safety enforcement. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Other	R	21,395,000	(120,500)	21,274,500
Grants	General Operations	Contingency	E	21,295,100	(120,500)	21,174,600
Grants	Police	#G31261 FFY19 GOHS DUI Enforcement	E	-	20,000	20,000
Grants	Police	#G31261 FFY19 GOHS DUI Enforcement	R	-	20,000	20,000
Grants	Police	#G31271 FFY19 GOHS Know Your Limit	E	-	7,500	7,500
Grants	Police	#G31271 FFY19 GOHS Know Your Limit	R	-	7,500	7,500
Grants	Police	#G31311 FFY19 GOHS STEP OT + Supplies	E	-	39,000	39,000
Grants	Police	#G31311 FFY19 GOHS STEP OT + Supplies	R	-	39,000	39,000
Grants	Police	#G31321 FFY19 GOHS Ped & Bike OT & Supplies	E	-	9,000	9,000
Grants	Police	#G31321 FFY19 GOHS Ped & Bike OT & Supplies	R	-	9,000	9,000
Grants	Police	#G31351 FFY19 GOHS Occupant Protection OT	E	-	9,000	9,000
Grants	Police	#G31351 FFY19 GOHS Occupant Protection OT	R	-	9,000	9,000
Grants	Police	#G31352 FFY19 GOHS Occupant Protection Equi	E	-	16,000	16,000
Grants	Police	#G31352 FFY19 GOHS Occupant Protection Equi	R	-	16,000	16,000
Grants	Police	#G31390 FFY19 GOHS Motorcycle Enforcement	E	-	20,000	20,000
Grants	Police	#G31390 FFY19 GOHS Motorcycle Enforcement	R	-	20,000	20,000
Expense Total				21,295,100	-	21,295,100
Revenue Total				21,395,000	-	21,395,000

RESOLUTION # 2018-154

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2018-154

Exhibit C

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2018-154

Exhibit D

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2018-154

Exhibit E

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2018-154

Exhibit F

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2018-154

Exhibit G

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2018-154

Exhibit H

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Seth Dyson, HSCV Director
Submitting Department:	Human Service & Community Vitality	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 2019 budget by reallocating appropriations of \$14,400 from Contingency within the Grants Fund to the Donations Fund; \$39,200 within the Community Development Block Grant program to properly align program expenditures; reallocation of \$400 from Neighborhood Revitalization Fund to Contingency within the Grants Fund; and amending the Capital and Operating List of items over \$50,000 by increasing the 2018-19 CDBG Grant item to \$667,200; Resolution #2018-156.

Motion:

I move to approve Resolution # 2018-156.

Background:

The FY2019 adopted budget includes funding for the Community Development Block Grant (CDBG) programs. To ensure that the new fiscal year had enough budget authority for all potential expenditures, estimates from prior years were used. The funding agreement was received with a difference in funding under the estimated funding amount. It is necessary to adjust those amounts by reallocating appropriations of \$400 from the CDBG grant to Grants Contingency to allow the City to have current and updated budgetary amounts that coincide with the funding agreement.

The FY2019 budget included \$600 of budget authority for the receipt and expenditure of third party donations to the Youth Services Division. HSCV is actively seeking donations for the Job Fair, Level 4 event and Scholarship fund. As the size and popularity of these activities continue to grow, HSCV has found a need to increase these line items.

Objective Analysis:

This action will allow HSCV to accept donations for the Youth Services Division and to have current and updated budgetary amounts that coincide with the CDBG funding agreement.

Policy Compliant:

This action follows City and Council policies and general grant practices.

Financial Impact:

This action allows for an increase in donation revenue and expenditure of \$14,400 and reduces the overall CDBG spending authority by \$400.

Budget Impact:

The adoption of the FY2019 budget occurred prior to the 2018 CDBG funding being released. Adjustments to the FY2019 budget are necessary for this grant to allow for current and updated budgetary amounts. This action reallocates appropriations within the Neighborhood Revitalization Fund to properly align program expenditures and reallocates \$400 from the Neighborhood Revitalization Fund to Contingency within the Grants Fund.

This action also reallocates appropriations of \$14,400 from Contingency within the Grants Fund to the Donations Fund within the Human Service & Community Vitality, Youth Services Division to allow for the receipt and expenditure of third party donations.

These actions do not represent an actual transfer of funds, but only a transfer of spending authority and does not increase or decrease the total budget.

FTE Impact:

This item does not impact the overall FTE count.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-156](#)

RESOLUTION # 2018-156

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$14,400 FROM THE GRANTS CONTINGENCY FUND TO THE DONATIONS FUND FOR THE ACCEPTANCE OF DONATIONS TO THE HUMAN SERVICE & COMMUNITY VITALITY, YOUTH SERVICES DIVISION; REALLOCATING APPROPRIATIONS WITHIN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO PROPERLY ALIGN PROGRAM EXPENDITURES; REALLOCATION OF \$400 FROM THE NEIGHBORHOOD REVITALIZATION FUND TO CONTINGENCY WITHIN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2019 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 BY INCREASING THE 2018-19 CDBG GRANT ITEM TO \$667,200.

WHEREAS, the FY2019 adopted budget includes appropriation of \$600 for the receipt of donations to the Human Service & Community Vitality Department (HSCV) Youth Services Division;

WHEREAS, third party donations for the Youth Services Division are anticipated for FY2019;

WHEREAS, budget authority for the receipt and expenditure of donations is required;

WHEREAS, the FY2019 budget was adopted including funding for the 2018 Community Development Block Grant (CDBG) in the amount of \$667,600;

WHEREAS, the 2018 Community Development Block Grant funding agreement was received with an awarded amount of \$667,123, for a difference of \$477;

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

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, the Fiscal Year 2019 Capital and Operating List of Items Over \$50,000 of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 3. That the City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements as described in *Exhibit C*.

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 # 2018-156

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations of \$14,400 from the Grants Contingency Fund to the Donations Fund. A reallocation between project numbers within the Neighborhood Revitalization Fund and to move \$400 into the Grants Contingency Fund. This amendment will better align anticipated program expenditure within the department's programs. 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
Donations	Human Svcs and Comm Vitality	Supplies	E	57,800	11,400	69,200
Donations	Human Svcs and Comm Vitality	Services	E	7,200	3,000	10,200
Donations	Human Svcs and Comm Vitality	Other	R	46,000	14,400	60,400
Grants	General Operations	Contingency	E	21,295,100	(14,000)	21,281,100
Grants	General Operations	Other	R	21,395,000	(14,000)	21,381,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51630 FFY 18 CDBG Admin	E	123,400	(5,700)	117,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51640 FFY 18 CDBG Admin - Advertising	E	10,100	(100)	10,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51660 FFY18 CDBG Public Services	E	100,100	(4,200)	95,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51670 FFY18 CDBG Neighborhood Improvement	E	284,000	9,600	293,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51630 FFY 18 CDBG Admin	R	123,400	(5,700)	117,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51640 FFY 18 CDBG Admin - Advertising	R	10,100	(100)	10,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51660 FFY18 CDBG Public Services	R	100,100	(4,200)	95,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51670 FFY18 CDBG Neighborhood Improvement	R	284,000	9,600	293,600
Expense Total				21,877,700	-	21,877,700
Revenue Total				21,958,600	-	21,958,600

RESOLUTION # 2018-156

Exhibit B

1. List of Operating Items Over \$50,000 – Council approved \$368,300 for the purpose of the CDBG grant expenditures included on the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000. This amount was based on previous years' project expenditures.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19261	2018-19 CDBG	\$368,300	\$298,900	\$667,200

RESOLUTION # 2018-156

Exhibit C

FUNDING AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CDBG PROGRAM



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Randy Rody, Police Dept
Submitting Department:	Police	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an intergovernmental agreement (IGA) with the Arizona Department of Homeland Security for a grant in the amount of \$38,200 and amending the Fiscal Year 2019 budget to account for same; Resolution # 2018-158.

Motion:

I move to approve Resolution #2018-158.

Background:

The Arizona Department of Homeland Security has awarded the City of Surprise funding for travel, training and equipment associated with this grant. The grant provides \$13,700 for travel and training for (3) officers to attend National Tactical Officers Association (NTOA) Training; (10) officers to attend Arizona Tactical Officers Association (ATOA) Training; (2) officers to attend Breaching Training; and (2) officers to attend Crisis Negotiations Training and \$24,500 for equipment to be used to assist the Police Department's tactical team in dealing with various situations it may encounter locally, as well as regionally, as part of the UASI program.

Objective Analysis:

This grant allows the Police Department to pay for tactical training for officers and to supplement the equipment available to the tactical team. The training and equipment greatly improves the team and their ability to address, mitigate and resolve critical incidents.

The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

The grant objectives are consistent with the City and Council policy and practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grant funds will better prepare the City to deal with unusual circumstances in the future.

Financial Impact:

This grant award includes \$13,700 for travel and training and \$24,500 for operating equipment. There is no City match requirement.

Budget Impact:

This action requires a budget amendment to the FY2019 budget to reallocate appropriations in the amount of \$38,200 from Contingency within the Grants Fund to travel and training and operating equipment. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [2018 AZDOHS Award Notification](#)
 - ☐ [2018 AZDOHS CBRNE Sustainment Grant](#)
 - ☐ [FFY2018 CBRNE Sustainment Project Administration](#)
 - ☐ [Resolution #2018-158](#)
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 21, 2018

Chief of Police Terry Young
Surprise Police Department
14250 W. Statler Plz. Ste. 103
Surprise, AZ 85374-7481

Subject: FFY 2018 Homeland Security Grant Program Award
Subrecipient Agreement Number: **180821-01**
Project Title: **CBRNE Sustainment, FFY18, Surprise PD**

Dear Chief of Police Terry Young,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CBRNE Sustainment, FFY18, Surprise PD**" has been **partially funded** under the 2018 Urban Area Security Initiative Grant Program for **\$38,168**. The grant performance period is **October 1, 2018 to September 30, 2019**. Your application will be kept on file for additional funding consideration if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2019, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2018. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

SUBRECIPIENT AGREEMENT

18-AZDOHS-HSGP-180821-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2018** and shall terminate on **September 30, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"CBRNE Sustainment, FFY18, Surprise PD"** and funded at **\$38,168** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

- a. Provide up to **\$38,168** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AE - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AF - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Project Administration Page

Grant #: **180821-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY18, Surprise PD**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Surprise Police Department**

Point of Contact: **Bert Anzini**

Subrecipient Address:

Street: **14250 W. Statler Plz. Ste. 103**

City/State/Zip: **Surprise, AZ 85374-7481**

Head of Agency: **Chief of Police Terry Young**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(623) 222-4020**

E-mail Address: terry.young@surpriseaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title:

5. Total Dollar Amount Requested: **\$60,000** Total Dollar Amount Awarded: **\$38,168**

This form is to be signed and returned.

Project Administration Page

Grant #: **180821-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY18, Surprise PD**

Grant Program: **FFY 2018 Homeland Security Grant Program Award**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Bert Anzini

Print Name

Signature

Date

AZDOHS Staff:

Nicole Munson

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$42,740	\$24,503
Training	\$17,260	\$13,665
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$60,000</u>	<u>\$38,168</u>

This form is to be signed and returned.

RESOLUTION # 2018-158

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR A GRANT IN THE AMOUNT OF \$38,200 AND AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$38,200 FROM THE GRANTS CONTINGENCY FUND TO THE FFY18 CBRNE SUSTAINMENT PROJECT WITHIN THE GRANTS FUND FOR RECEIPT OF GRANT FUNDING.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Police Department a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) sustainment grant in the amount of \$38,168 in support of the 2018 Urban Area Security Initiative (UASI) grant program for training and equipment;

WHEREAS, it is in the best interests of the City and its residents that this grant be accepted thereby allowing the Police Department and the City to be better prepared to deal with incidents that are unusual and may require special equipment;

WHEREAS, this grant award was not included as part of the FY2019 budget adopted by Council Resolution #2018-78 on June 5, 2018;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 2. The City is hereby authorized to accept a grant in the amount of \$38,200 from the State of Arizona, Department of Homeland Security as part of the CBRNE sustainment grant program in support of the FFY18 Homeland Security Grant Program attached as *Exhibit B*.

Section 3. That Bob Wingenroth, City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said application and grant award.

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 # 2018-158
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$38,200 from the Grants Contingency Fund to the FFY18 CBRNE Sustainment project within the Grants Fund to cover the projected expenditures associated with equipment and training to be used to assist the Police Department's tactical team in dealing with various situations it may encounter. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31221 FFY18 CBRNE Sustainment	E	-	38,200	38,200
Grants	Police	#G31221 FFY18 CBRNE Sustainment	R	-	38,200	38,200
Grants	General Operations	Contingency	E	21,295,100	(38,200)	21,256,900
Grants	General Operations	Other	R	21,395,000	(38,200)	21,356,800
Expense Total				21,295,100	-	21,295,100
Revenue Total				21,395,000	-	21,395,000

RESOLUTION # 2018-158
Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA DEPARTMENT OF HOMELAND
SECURITY*



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date: October 16, 2018
Submitting Department: Finance Dept
Staff Recommendations: None

Contact Person: Andrea Davis, Finance Director
District: Citywide

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocation of appropriations of \$45,000 from Grant Contingency to Finance General Fund Services for investment advisory services and amending the List of Operating Items over \$50,000; Resolution #2018-159.

Motion:

I move to approve Resolution #2018-159.

Background:

On November 7, 2017, the City of Surprise residents voted and approved the issuance of General Obligation Bonds to cover the cost associated with ten citywide projects. Six public safety projects, three in the area of traffic congestion and pavement preservation. On April 18, 2018, the city issued the first General Obligation Bond sale of \$37 million.

Objective Analysis:

The General Obligation Bond proceeds have been placed in an investment account. It is anticipated that the earnings generated from the investment will exceed the investment service fees.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

The budget amendment associated with this item will allow the finance department to process fees associated with the investment of bond proceeds.

Budget Impact:

If approved, this item will amend the appropriated budget for FY2019 by reallocating grant contingency dollars to finance operations in the amount of \$45,000 and increasing the FY2019 Operating List of

Items Over \$50,000 by \$45,000.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-159](#)

RESOLUTION # 2018-159

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$45,000 FROM GRANT CONTINGENCY TO THE FINANCE GENERAL FUND SERVICES BUDGET FOR INVESTMENT ADVISORY SERVICES AND INCREASING THE CAPITAL AND OPERATING LIST OF ITEMS OF \$50,000 BY \$45,000.

WHEREAS, the FY2019 budget was adopted including funding for investment advisory services;

WHEREAS, On November 7, 2017, the City of Surprise residents voted and approved the issuance of General Obligation Bonds to cover cost associated with ten citywide projects;

WHEREAS, On April 18, 2018 the first issuance of General Obligation Bond sale of \$37 million was approved and proceeds have been invested;

WHEREAS, to cover service fees associated with the investment of the General Obligation Bonds, a reallocation of appropriations is needed;

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

WHEREAS, the City of Surprise Procurement Code §2-388 (d) requires the authority of Mayor and Council when the cost to the city is greater than \$50,000;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

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 # 2018-159

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$45,000 from Grant Contingency to the Finance Revenue Division's General Fund services operating budget for investment advisory services. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	21,295,100	(45,000)	21,250,100
General Fund	Finance	Services	E	1,101,100	45,000	1,146,100
Expense Total				22,396,200	-	22,396,200

2. List of Operating Items Over \$50,000 - Council approved monies for investment services. This amount was based on the Fiscal Year 2019 approved budget. With this budget amendment the investment services line item will increase by \$45,000.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19212	Investment Advisory Services	\$84,000	\$45,000	\$129,000



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 16, 2018	Contact Person:	Eric Fitzer - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Four Rights of Way Agreements between the Arizona State Land Department and the City of Surprise; Resolution #2018-152.

Motion:

I move to approve Resolution #2018-152

Background:

The Development of Rancho Mercado must provide access to its development. That main access is on Happy Valley Road. In order for the access to occur, right of way had to be purchased from the Arizona State Land Department. The City approved a Development Agreement with the Arizona State Land Department on August 7th, 2018 related to the development of this area.

Objective Analysis:

Policy Compliant:

Approval of this Resolution is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

The Rights of way are all being purchased by the developer. Arizona State Land Department determines the costs through an appraisal

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Res 2018-152 ROW Acceptance for ASLD](#)
 - ☐ [Exh A ROW doc 16-119660](#)
 - ☐ [Exh B ROW doc 16-119658](#)
 - ☐ [Exh C ROW doc 14-119657](#)
 - ☐ [Exh D ROW doc 14-119659](#)
 - ☐ [RW Value ASLD](#)
-

RESOLUTION # 2018-152

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FOUR RIGHTS OF WAY AGREEMENTS BETWEEN THE ARIZONA STATE LAND DEPARTMENT AND THE CITY OF SURPRISE.

WHEREAS, the Arizona State Land Department (the “State”) is the owner of the property at Happy Valley Road between 147th Avenue and 155th Avenue, as more particularly described in the exhibits to the Right of Way agreements hereto and incorporated herein by reference (the “Property”); and

WHEREAS, in order to obtain access to the Property, the City wishes to enter into the following right-of-way agreements.

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

Section 1. The State Land Department, State of Arizona, Rights of Way agreements, four copies of which are attached hereto as Exhibit A – ROW Doc 16-119660, Exhibit B – ROW Doc16-119658, Exhibit C – ROW Doc 14-119657, and Exhibit D – ROW Doc14-119659 are approved.

Section 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to sign all documents and to take all steps necessary and reasonable for the City to obtain right-of-way access to the Property.

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

STATE LAND DEPARTMENT STATE OF ARIZONA

Right of Way

R/W No. 16-119660-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

CITY OF SURPRISE

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1 SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Right of Way commences on August 14, 2018 ("Commencement Date"), and runs for a perpetual term ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3

RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4

PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Public road with underground utilities

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of

Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5 **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6 **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7 **INDEMNITY**

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's

employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11

GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

ADDITIONAL CONDITIONS

16-119660-00-000

Page 1 of 23

These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 This Right of Way is for the purpose of a Public Roadway With Underground Utilities, and does not permit any above-ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s),

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engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize

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one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

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Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall

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include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

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4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Archaeology Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.3 In the event that any archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during ground disturbing activities, the work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and Arizona State Land Department Cultural Resources Section Manager.

4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

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4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.8 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.11 Grantee shall salvage or replant cactus and other protected plants.

4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. EXISTING LESSEES

5.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

5.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

5.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

ADDITIONAL CONDITIONS

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5.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

5.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

6. MISCELLANEOUS

6.1 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

6.2 No altering of existing drainages or drainage structures is authorized under this instrument.

6.3 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

6.4 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

6.5 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

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7. EXHIBITS

7.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

<u>EXHIBIT A</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT B</u>	Insurance Rider

**BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE**

✓By: _____

✓Title: _____

✓Date: _____

[Remainder of this page left blank intentionally]

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

LEGAL DESCRIPTION ASLD 147TH AVE & JOMAX ROAD RIGHT OF WAY

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

COMMENCING AT A FOUND GLO BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2-INCH ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832, 2003 ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 5, THEREOF BEARS S00°06'54"E A DISTANCE OF 2315.02 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°06'54"E A DISTANCE OF 60.10 TO THE POINT OF BEGINNING;

THENCE, LEAVING THE WEST LINE OF SAID SECTION 4, N89°59'40"E A DISTANCE OF 40.00 FEET;

THENCE, S00°06'54"E A DISTANCE OF 501.00 FEET;

THENCE, S89°59'40"W A DISTANCE OF 40.00 FEET TO THE WEST LINE OF SAID SECTION 4;

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, N00°06'54"W A DISTANCE OF 501.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 20,040 SQUARE FEET OR 0.460 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
SEPTEMBER 11TH, 2017

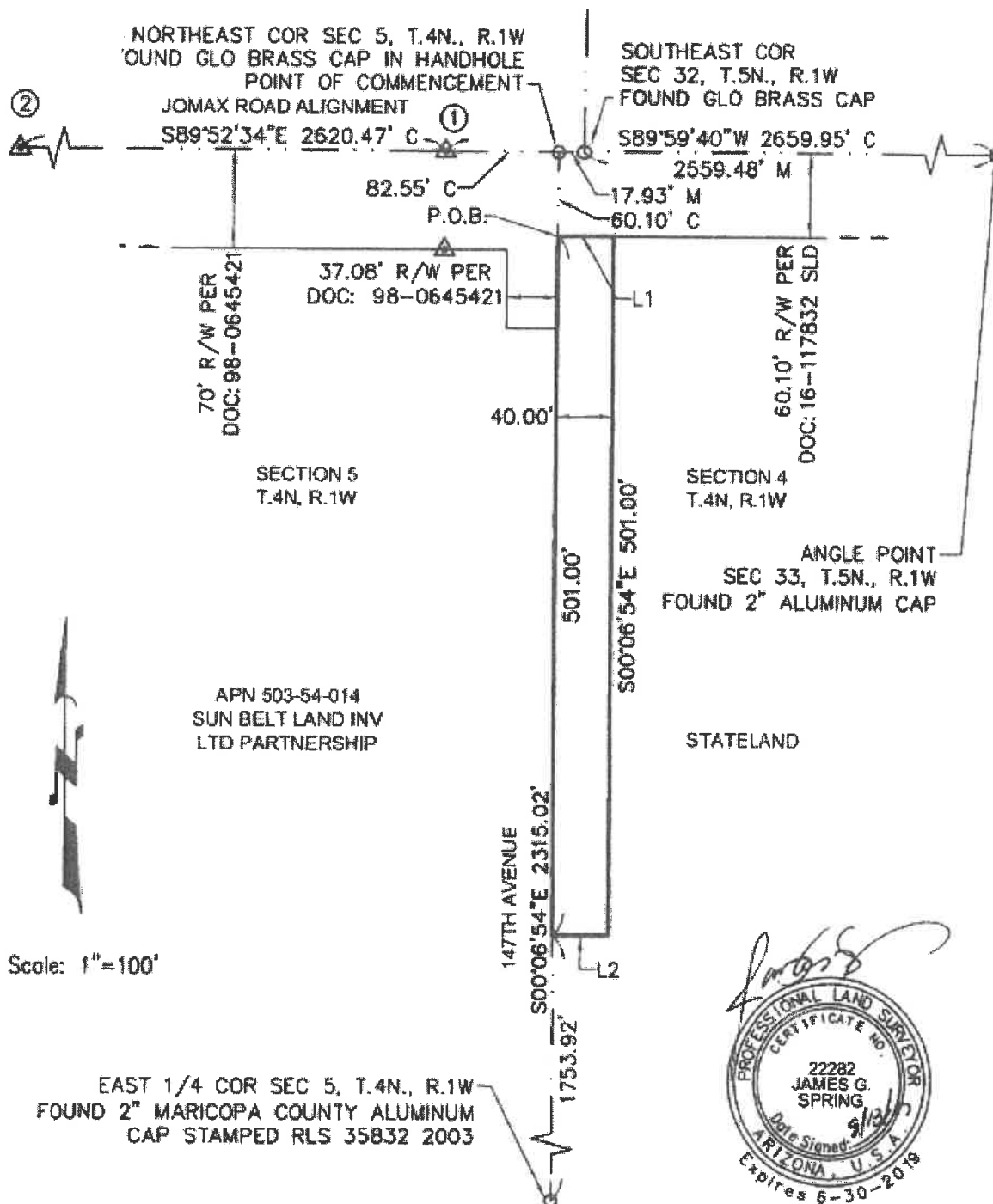


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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°59'40"E	40.00'
L2	S89°59'40"W	40.00'

LEGEND

	SECTION LINE
	EXISTING RIGHT OF WAY PER DOC: 98-0645421 & R/W NO. 16-117832
	PROPOSED BOUNDARY
	MONUMENT AS NOTED
	CALCULATED MONUMENT
	CALCULATED BEARING AND OR DISTANCE
	MEASURED BEARING AND OR DISTANCE
	ANGLE POINT SEC 32, T.5N., R.1W CALCULATED POSITION BASED ON GDACS BK 1032, PG 6 MCR
	ANGLE POINT SEC 32, T.5N., R.1W CALCULATED POSITION BASED ON GDACS BK 1032, PG 6 MCR



JOB # - Sheet 3 of 3

DATE 9-11-2017

RANCHO MERCADO
ASLD-147TH AVE & JOMAX ROAD
CITY OF SUPRISE, ARIZONA

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

DESCRIPTION OF ROAD RIGHT OF WAY

147TH AVENUE AND YEARLING ROAD

A PART THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 2 INCH MARICOPA COUNTY BRASS CAP STAMPED ¼ S4/5 RLS 35832 MARKING THE WEST QUARTER CORNER OF SAID SECTION 4, ALSO BEING THE INTERSECTION OF 147TH AVENUE AND YEARLING ROAD FOR WHICH A 1/2 INCH REBAR AND TAG LS12216 MARKING THE CENTER OF SAID SECTION 4 BEARS S89°46'48"E, 2627.91 FEET;

THENCE, S89°46'48"E A DISTANCE OF 1,313.95 FEET;

THENCE, S00°09'27"E A DISTANCE OF 40.00 FEET;

THENCE, N89°46'48"W A DISTANCE OF 1,313.98 FEET;

THENCE, N00°07'05"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 52,559 SQUARE FEET OR 1.207 ACRES, MORE OR LESS.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by:
Atwell, LLC
4700 E Southern Avenue
Mesa, Arizona 85206
Project No: 09001944
6/8/2016



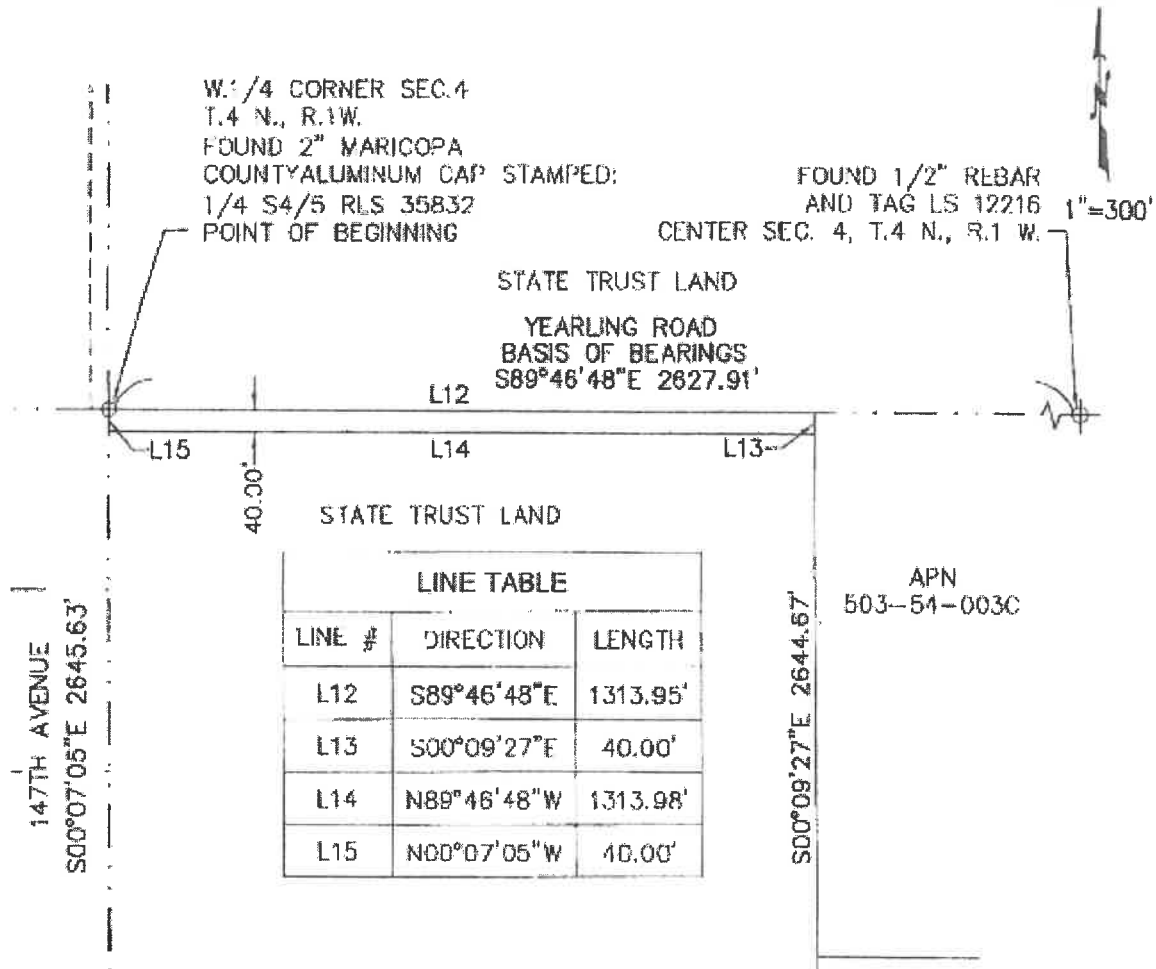
SHEET 1 OF 2

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



JOB 09001944-Sheet 2 of 2

6/8/2016

147TH AVE. & YEARLING ROAD
ROAD RIGHT OF WAY
RANCHO MERCADO

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

DESCRIPTION OF ROAD RIGHT OF WAY YEARLING ROAD

A PART THE NORTH HALF OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A MARICOPA COUNTY BRASS CAP IN HANDHOLE STAMPED $\frac{1}{4}$ S3/4 MARKING THE EAST QUARTER CORNER OF SAID SECTION 4, ALSO BEING A POINT ON THE CENTERLINE OF YEARLING ROAD FOR WHICH A $\frac{1}{2}$ INCH REBAR AND TAG LS12216 MARKING THE CENTER OF SAID SECTION 4 BEARS S89°46'48"E, A DISTANCE OF 2627.63 FEET;

THENCE, N89°46'48"W ALONG THE CENTER LINE OF SAID SECTION 4, A DISTANCE OF 797.33 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING N89°46'48"W A DISTANCE OF 3,154.25 FEET;

THENCE, NORTH A DISTANCE OF 40.00 FEET;

THENCE, S89°46'48"E A DISTANCE OF 3,105.46 FEET;

THENCE, S50°31'17"E A DISTANCE OF 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 125,194 SQUARE FEET OR 2.874 ACRES, MORE OR LESS.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by:
Atwell, LLC
4700 E Southern Avenue
Mesa, Arizona 85206
Project No: 09001944
6/8/2016



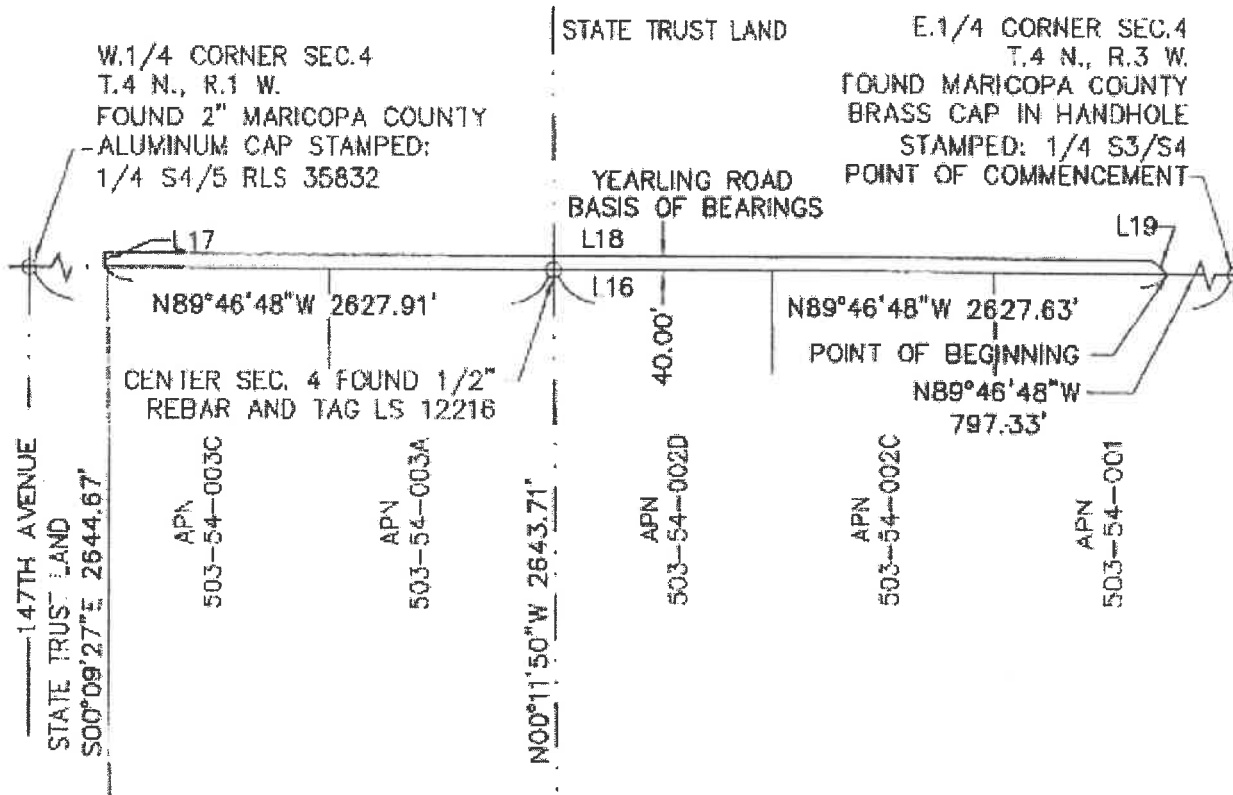
SHEET 1 OF 2

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



LINE TABLE		
LINE #	DIRECTION	LENGTH
L16	N89°46'48"W	3154.25'
L17	N00°00'00"E	40.00'
L18	S89°46'48"E	3105.46'
L19	S50°31'17"F	63.2''

1"=500'



JOB 09001944-Sheet 2 of 2

6/8/2016

YEARLING ROAD
ROAD RIGHT OF WAY
RANCHO MERCADO

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

DESCRIPTION OF ROAD RIGHT OF WAY 147TH AVENUE AND HAPPY VALLEY ROAD

A PART THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 2 INCH MARICOPA COUNTY ALUMINUM CAP STAMPED LS 33307 MARKING THE SOUTHWEST CORNER OF SAID SECTION 4, ALSO BEING THE INTERSECTION OF 147TH AVENUE AND HAPPY VALLEY ROAD FOR WHICH A 2 INCH MARICOPA COUNTY BRASS CAP STAMPED $\frac{1}{4}$ S4/5 RLS 35832 MARKING THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS N00°07'05"W, 2645.63 FEET;

THENCE, N00°07'05"W A DISTANCE OF 1,104.34 FEET;

THENCE, N89°52'55"E A DISTANCE OF 55.00 FEET;

THENCE, S00°07'05"E A DISTANCE OF 1,016.63 FEET;

THENCE, S44°58'12"E A DISTANCE OF 28.36 FEET;

THENCE, S89°49'20"E A DISTANCE OF 711.88 FEET;

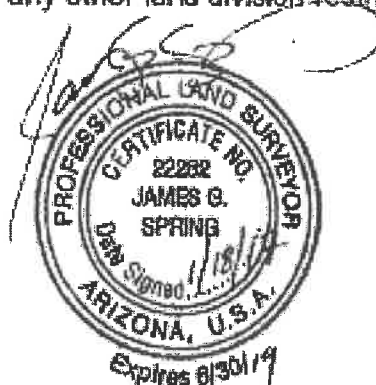
THENCE, S00°10'40"W A DISTANCE OF 68.00 FEET;

THENCE, N89°49'20"W A DISTANCE OF 786.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 110,702 SQUARE FEET OR 2.541 ACRES, MORE OR LESS.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by:
Alwell, LLC
4700 E Southern Avenue
Mesa, Arizona 85206
Project No: 09001944
6/8/2016

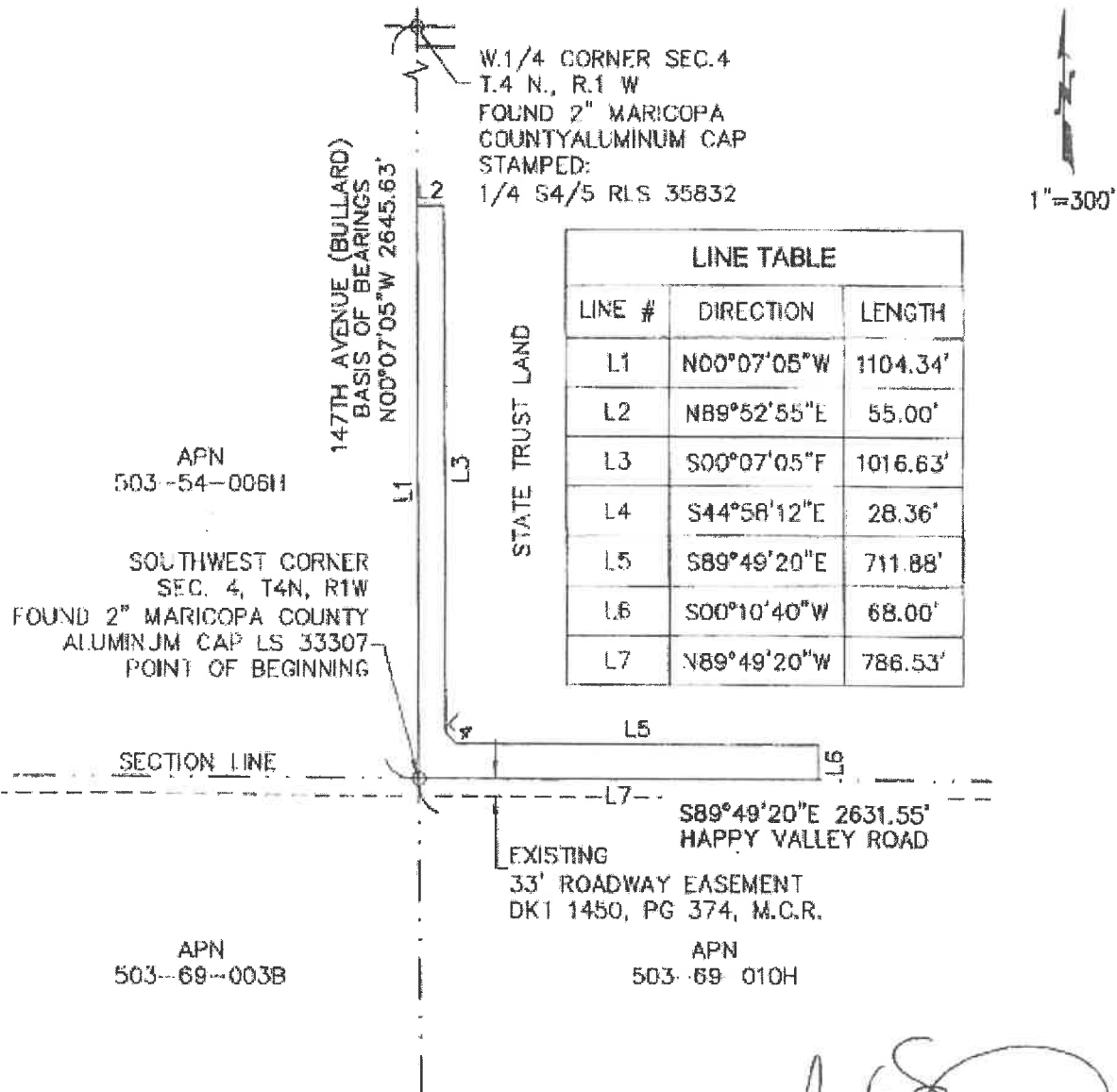


SHEET 1 OF 2

ADDITIONAL CONDITIONS

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JOB 09001944-Sheet 2 of 2 6/8/2015

147TH AVE. & HAPPY VALLEY ROAD

ROAD RIGHT OF WAY
RANCHO MERCADO

ADDITIONAL CONDITIONS

16-119660-00-000

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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability-Written and Oral:	\$1,000,000.00
Damage to Rented Premises:	\$ 50,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed

ADDITIONAL CONDITIONS

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under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of

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Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 27 September 2018
RUN TIME: 9:23 AM
PAGE: 1

KE-LEASE# 016-119660-00-000 APPTYPE: NEW
AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-W-04-07-031-9016	M&B THRU LOT 4 S2S2S2N2 W2SW	0.00	7.082
	TOTALS	0.00	7.082

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

CITY OF SURPRISE
GRANTEE

By: _____
Date

Authorized Signature Date

(SEAL)

Printed Name Title

Address

City State Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007**

EXHIBIT B

STATE LAND DEPARTMENT STATE OF ARIZONA

Right of Way

R/W No. 16-119658-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

CITY OF SURPRISE

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1 SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Right of Way commences on August 14, 2018 ("Commencement Date"), and runs for a perpetual term ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Public road with underground utilities

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of

Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5

CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6

CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7

INDEMNITY

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's

employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11

GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 This Right of Way is for the purpose of a Public Roadway With Underground Utilities, and does not permit any above-ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s),

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engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize

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one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

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Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall

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include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

ADDITIONAL CONDITIONS

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4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, as documented in the report reviewed herein (Marshall, 2017), Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Archaeology Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.3 In the event that any archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during ground disturbing activities, the work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and Arizona State Land Department Cultural Resources Section Manager.

4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

ADDITIONAL CONDITIONS

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4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.8 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.11 Grantee shall salvage or replant cactus and other protected plants.

4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. EXISTING LESSEES

5.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

5.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

5.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

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5.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

5.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

6. MISCELLANEOUS

6.1 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

6.2 No altering of existing drainages or drainage structures is authorized under this instrument.

6.3 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

6.4 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

6.5 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

ADDITIONAL CONDITIONS

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7. EXHIBITS

7.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

<u>EXHIBIT A</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT B</u>	Insurance Rider

**BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE**

✓By: _____

✓Title: _____

✓Date: _____

[Remainder of this page left blank intentionally]

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

HAPPY VALLEY ROAD ASLD RIGHT OF WAY EASEMENT

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

BEGINNING AT A FOUND 2 INCH ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°37'34"E A DISTANCE OF 2624.51 FEET;

THENCE, ALONG THE COMMENCEMENT LINE, S89°37'34"E A DISTANCE OF 2,624.51 FEET;

THENCE, S89°36'55"E A DISTANCE OF 1,313.47 FEET;

THENCE, S00°08'41"E A DISTANCE OF 68.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 241.68 FEET, WITH A RADIUS OF 1,832.02 FEET AND THE RADIAL BEARING OF S00°24'16"W AND A CENTRAL ANGLE OF 07°33'30";

THENCE, S82°50'45"W A DISTANCE OF 450.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 258.95 FEET, WITH A RADIUS OF 1,968.00 FEET AND A CENTRAL ANGLE OF 07°32'20";

THENCE, N89°36'55"W A DISTANCE OF 366.38 FEET;

THENCE, N89°37'34"W A DISTANCE OF 2,624.42 FEET;

THENCE, N00°12'39"W A DISTANCE OF 160.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 586,850 SQUARE FEET OR 13.472 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

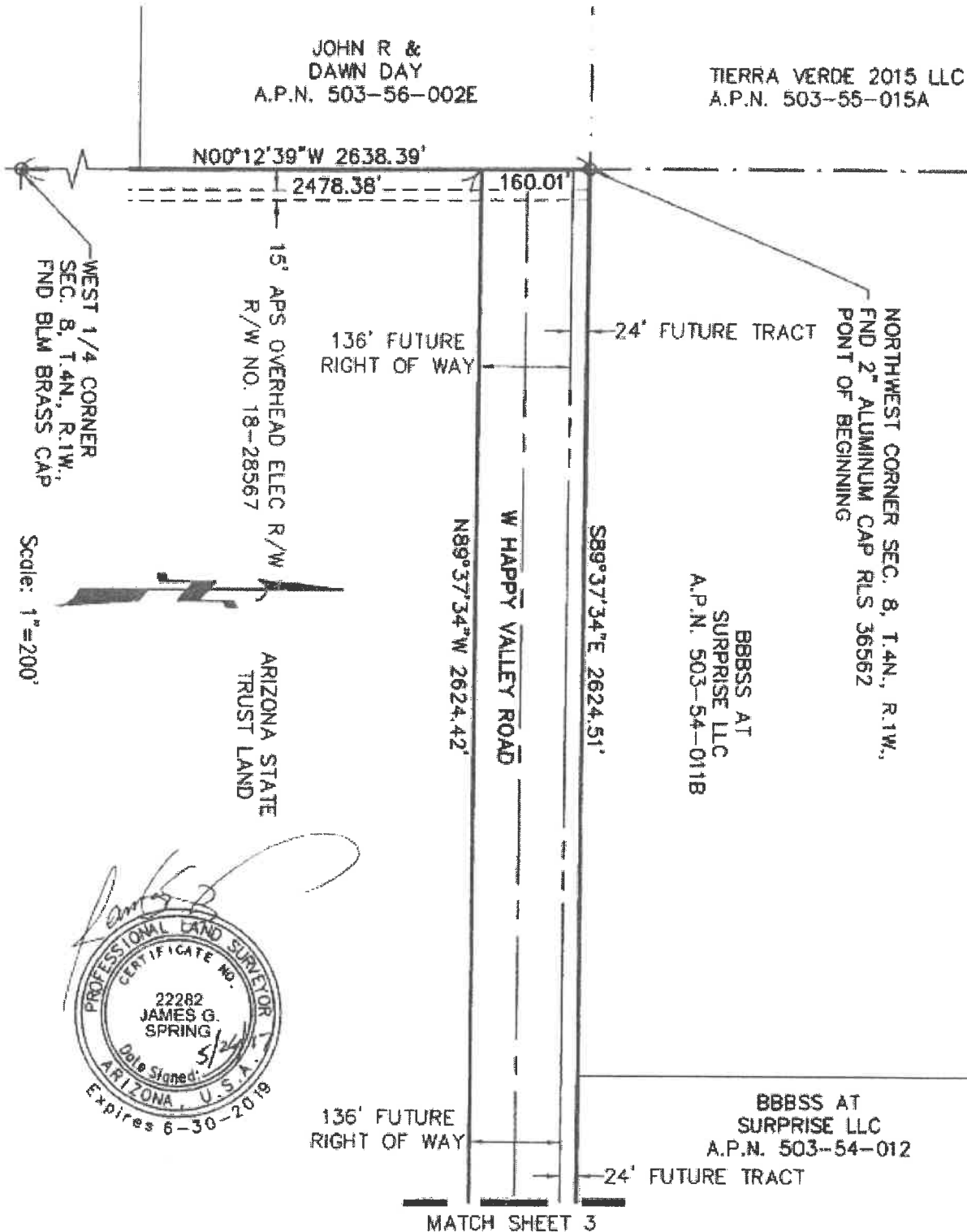
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

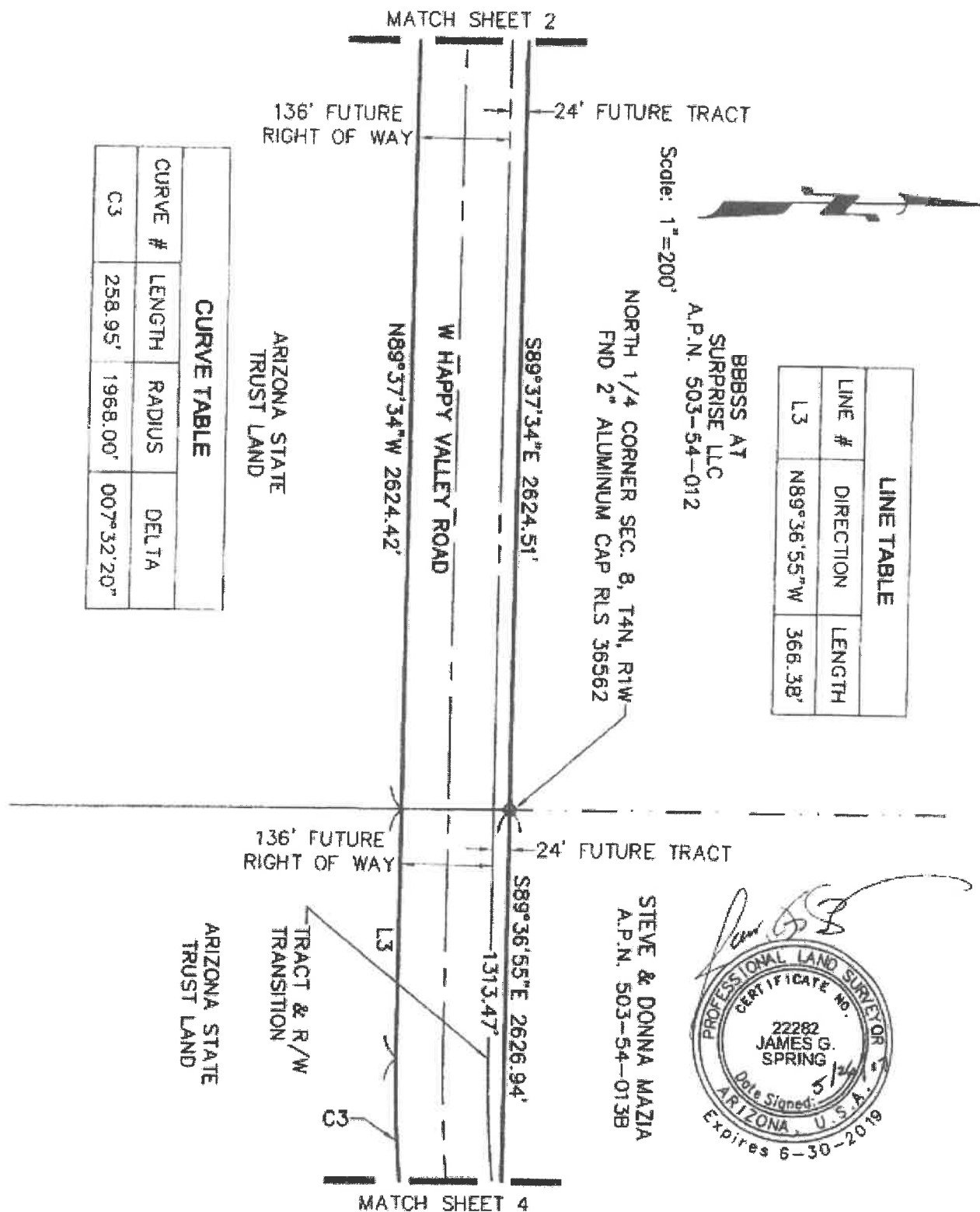


ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C3	258.95'	1968.00'	007°32'20"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	N89°36'55"W	368.38'

BBBS AT
SURPRISE LLC
A.P.N. 503-54-012

NORTH 1/4 CORNER SEC. 8, T4N, R1W
FND 2" ALUMINUM CAP RLS 36562

STEVE & DONNA MAZIA
A.P.N. 503-54-013B

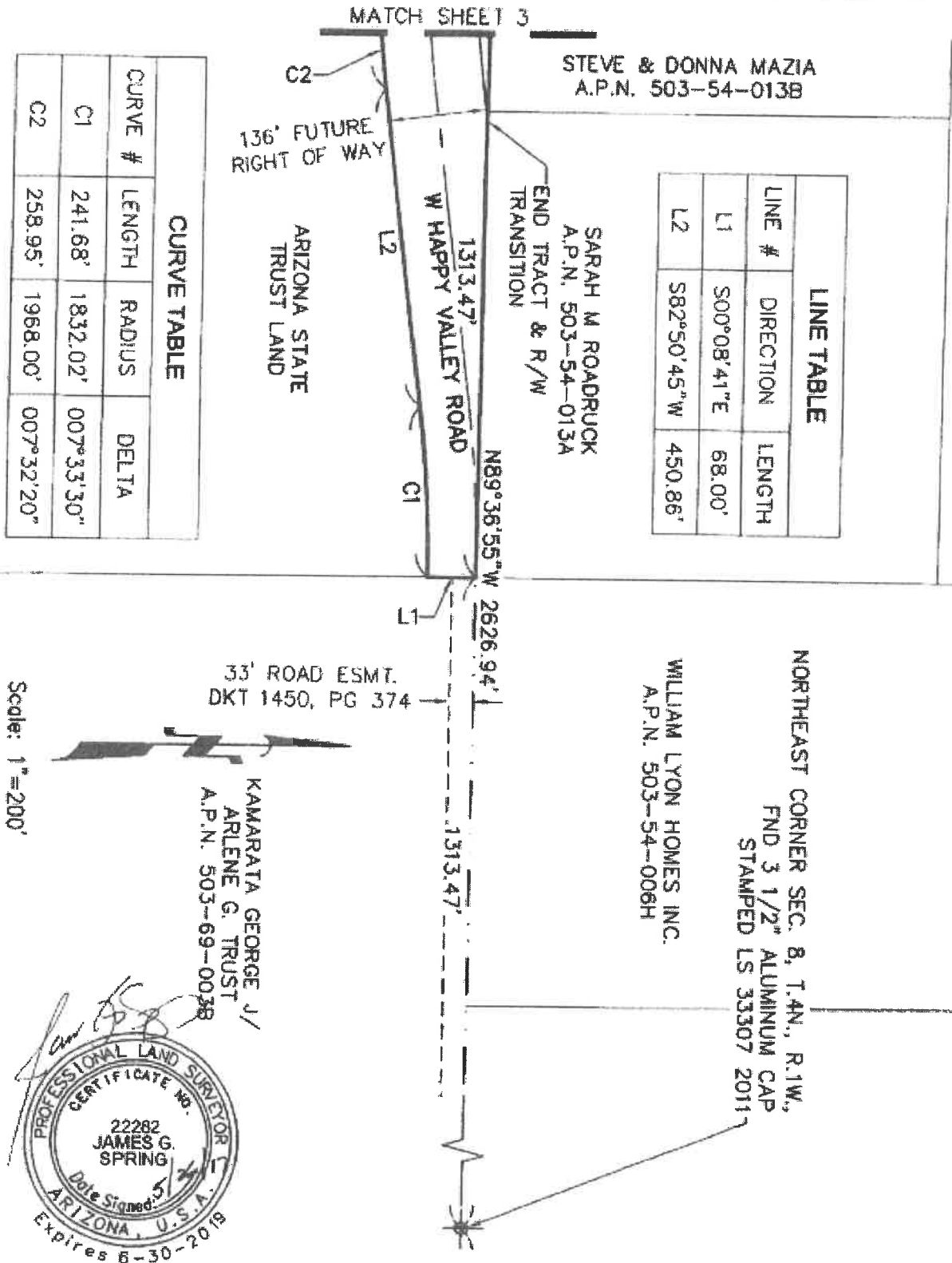


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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way. (Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

ADDITIONAL CONDITIONS

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability-Written and Oral:	\$1,000,000.00
Damage to Rented Premises:	\$ 50,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

ADDITIONAL CONDITIONS

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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed

ADDITIONAL CONDITIONS

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under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of

ADDITIONAL CONDITIONS

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Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 27 September 2018
RUN TIME: 8:58 AM
PAGE: 1

KE-LEASE# 016-119658-00-000 APPTYPE: NEW
AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-W-08-07-031-9003	M&B THRU N2N2NWNE N2N2NW	0.00	13.472
	TOTALS	0.00	13.472

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

CITY OF SURPRISE
GRANTEE

By: _____
Date

/Authorized Signature /Date

(SEAL)

/Printed Name /Title

/Address

/City /State /Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007**

EXHIBIT C

STATE LAND DEPARTMENT STATE OF ARIZONA

Right of Way

R/W No. 14-119657-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

CITY OF SURPRISE

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1 SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Right of Way commences on August 10, 2018 ("Commencement Date"), and expires on August 9, 2068 ("Expiration Date"), provided by unless sooner canceled or terminated as provided herein or as law.

ARTICLE 3

RENT

3.1 Rental shall be payable in advance every 25 years for the above mentioned term in such amount as determined to be due on the basis of appraisals made by the Commissioner.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

ARTICLE 4

PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Drainage dike

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5 **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6 **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7 **INDEMNITY**

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as

“claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8 RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9 LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10 NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11 GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 23 August 2018
RUN TIME: 10:56 AM
PAGE: 1

KE-LEASE# 014-119657-00-000 APPTYPE: NEW
AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-W-04-07-031-9015	M&B THRU S2S2S2NE S2S2SEW	0.00	2.737
	TOTALS	0.00	2.737

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

CITY OF SURPRISE
GRANTEE

By: _____
Date

(SEAL)

/Authorized Signature /Date

/Printed Name /Title

/Address

/City /State /Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007**

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 A fee shall be payable in advance every 25 years in such amount as is determined to be due on the basis of appraisal(s) made from time to time by the State Land Commissioner.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s), engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

ADDITIONAL CONDITIONS

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2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

ADDITIONAL CONDITIONS

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2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

ADDITIONAL CONDITIONS

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3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee

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shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, Grantee shall arrange for a permittee of the Arizona State Museum to

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inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Archaeology Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.3 In the event that any archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during ground disturbing activities, the work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and Arizona State Land Department Cultural Resources Section Manager.

4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.8 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors

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are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.11 Grantee shall salvage or replant cactus and other protected plants.

4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. EXISTING LESSEES

5.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

5.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

5.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

5.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

5.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

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6. MISCELLANEOUS

6.1 The Grantee, or its successors or assigns, shall relocate that portion(s) of the drainage dike, and any associated appurtenances or portion(s) thereof associated with or affecting Rights of Way (together, the "Rights of Way"), if any Lessee, Grantee and/or Permittee of the Leases, Rights of Way and/or Permits determines in its reasonable discretion that relocation is necessary to effectuate the purpose(s) of Leases, Rights of Way and/or Permits during the term of this Right of Way. Grantee shall be responsible for any costs associated with the relocation of its drainage dike, or any associated appurtenances.

6.2 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

6.3 No altering of existing drainages or drainage structures is authorized under this instrument.

6.4 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

6.5 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."

6.6 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

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7. EXHIBITS

7.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

<u>EXHIBIT A</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT B</u>	Insurance Rider

**BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE**

✓By: _____

✓Title: _____

✓Date: _____

[Remainder of this page left blank intentionally]

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

DESCRIPTION OF DRAINAGE EASEMENT YEARLING ROAD

A PART THE NORTH HALF OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A MARICOPA COUNTY BRASS CAP IN HANDHOLE STAMPED $\frac{1}{4}$ S3/4 MARKING THE EAST QUARTER CORNER OF SAID SECTION 4, ALSO BEING A POINT ON THE CENTERLINE OF YEARLING ROAD FOR WHICH A 1/2 INCH REBAR AND TAG L.S12216 MARKING THE CENTER OF SAID SECTION 4 BEARS S89°46'48"E, A DISTANCE OF 2627.63 FEET;

THENCE, N89°46'48"W ALONG THE CENTER OF SAID SECTION 4, A DISTANCE OF 846.27 FEET;

THENCE, N00°13'12"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE, N89°46'48"W A DISTANCE OF 3,105.46 FEET;

THENCE, NORTH A DISTANCE OF 25.00 FEET;

THENCE, S89°46'48"E A DISTANCE OF 1,486.41 FEET;

THENCE, NORTH A DISTANCE OF 30.00 FEET;

THENCE, S89°46'48"E A DISTANCE OF 120.00 FEET;

THENCE, SOUTH A DISTANCE OF 30.00 FEET;

THENCE, S89°46'48"E A DISTANCE OF 184.74 FEET;

THENCE, NORTH A DISTANCE OF 30.00 FEET;

THENCE, S89°46'48"E A DISTANCE OF 120.00 FEET;

THENCE, SOUTH A DISTANCE OF 10.00 FEET;

THENCE, S89°46'48"E A DISTANCE OF 974.87 FEET;

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THENCE, NORTH A DISTANCE OF 135.98 FEET;

THENCE, S53°34'58"E A DISTANCE OF 98.04 FEET;

THENCE, S47°29'00"E A DISTANCE OF 120.78 FEET;

THENCE, S50°53'33"E A DISTANCE OF 68.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 119,228 SQUARE FEET OR 2.737 ACRES, MORE OR LESS.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

Prepared by:
Atwell, LLC
4700 E Southern Avenue
Mesa, Arizona 85206
Project No: 09001944
6/8/2016

SHEET 2 OF 3

(SEE EXHIBIT SHEET 3 OF 3)

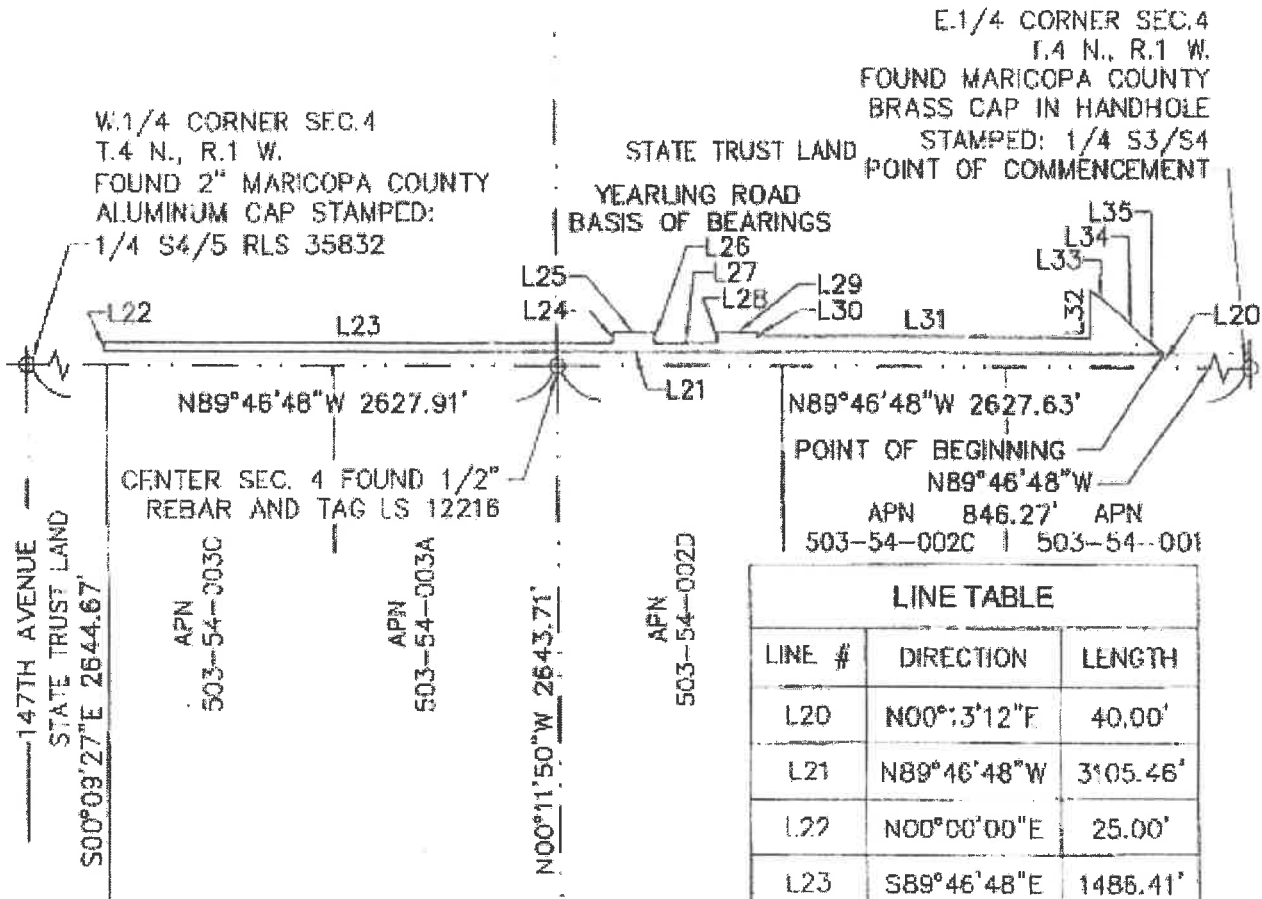


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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



LINE TABLE		
LINE #	DIRECTION	LENGTH
L20	N00°3'12"E	40.00'
L21	N89°46'48"W	3105.46'
L22	N00°00'00"E	25.00'
L23	S89°46'48"E	1485.41'
L24	N00°00'00"E	30.00'
L25	S89°46'48"E	120.00'
L26	S00°00'00"E	30.00'
L27	S89°46'48"E	184.74'
L28	N00°00'00"E	30.00'
L29	N89°46'48"W	120.00'
L30	S00°00'00"E	10.00'
L31	S89°46'48"E	974.87'
L32	N00°00'00"E	135.98'
L33	S53°34'58"E	96.04'
L34	S47°29'00"E	120.78'
L35	S50°53'33"E	68.47'



1"=500'

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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability-Written and Oral:	\$1,000,000.00
Damage to Rented Premises:	\$ 50,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- **Combined Single Limit (CSL) \$1,000,000**

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed

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under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of

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Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

EXHIBIT D

STATE LAND DEPARTMENT STATE OF ARIZONA

Right of Way

R/W No. 14-119659-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

CITY OF SURPRISE

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1 SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Right of Way commences on August 10, 2018 ("Commencement Date"), and expires on August 9, 2068 ("Expiration Date"), provided by unless sooner canceled or terminated as provided herein or as law.

ARTICLE 3
RENT

3.1 Rental shall be payable in advance every 25 years for the above mentioned term in such amount as determined to be due on the basis of appraisals made by the Commissioner.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Two drainage channels

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5 **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6 **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7 **INDEMNITY**

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as

"claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8 RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9 LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10 NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 *et seq.*, or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11 GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 A fee shall be payable in advance every 25 years in such amount as is determined to be due on the basis of appraisal(s) made from time to time by the State Land Commissioner.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s), engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

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2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

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2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

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3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee

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shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, Grantee shall arrange for a permittee of the Arizona State Museum to

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inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Archaeology Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.3 In the event that any archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during ground disturbing activities, the work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and Arizona State Land Department Cultural Resources Section Manager.

4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.8 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors

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are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.11 Grantee shall salvage or replant cactus and other protected plants.

4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. EXISTING LESSEES

5.1 This Right of Way is associated with Grantor's issued Right of Way No. 16-119658, and shall be void upon non-issuance or cancellation of the associated Right of Way, or its successor.

5.1.1 This Right of Way shall only be used by Grantee in conjunction with associated Right of Way No. 16-119658, and prohibits subleasing of any type.

5.1.2 The Grantee, or its successors or assigns, shall relocate that portion(s) of the City of Surprise's two drainage channels, and any associated appurtenances or portion(s) thereof associated with or affecting Right of Way No. 16-119658 (together, the "Rights of Way") if any Lessee, Grantee or Permittee of the Leases, Rights of Way or Permits determines in its reasonable discretion that relocation is necessary to effectuate the purpose(s) of the Commercial Leases, Rights of Way or Permits during the term of the Rights of Way. City of Surprise shall be responsible for any costs associated with the relocation of its two drainage channels, or any associated appurtenances.

ADDITIONAL CONDITIONS

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5.2 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

5.3 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

5.4 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

5.5 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

5.5.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

6. MISCELLANEOUS

6.1 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

6.2 No altering of existing drainages or drainage structures is authorized under this instrument.

6.3 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

6.4 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of

ADDITIONAL CONDITIONS

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Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

6.5 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

7. EXHIBITS

7.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

<u>EXHIBIT A</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT B</u>	Insurance Rider

BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE

/By: _____

/Title: _____

/Date: _____

[Remainder of this page left blank intentionally]

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

DRAINAGE EASEMENT NUMBER (1)

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

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2" ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°37'34"E A DISTANCE OF 2624.51 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 8, S00°12'39"E, A DISTANCE OF 160.01 FEET TO A POINT DESIGNATED AS THE FUTURE SOUTHERLY RIGHT OF WAY OF HAPPY VALLEY ROAD;

THENCE, LEAVING THE WEST LINE OF SAID SECTION 8, S89°37'34"E A DISTANCE OF 52.36 FEET TO THE POINT OF BEGINNING;

THENCE, S89°37'34"E A DISTANCE OF 197.40 FEET ALONG SAID FUTURE R/W TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 20.34 FEET, WITH A RADIUS OF 580.00 FEET AND THE RADIAL BEARING OF S60°42'23"W AND A CENTRAL ANGLE OF 02°00'35";

THENCE, S27°17'02"E A DISTANCE OF 563.98 FEET;

THENCE, S59°00'07"W A DISTANCE OF 160.34 FEET;

THENCE, N27°17'02"W A DISTANCE OF 574.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 113.34 FEET, WITH A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 15°27'43" TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 101,500 SQUARE FEET OR 2.330 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

DRAINAGE EASEMENT NUMBER (2)

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

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2" ALUMINUM CAP STAMPED RLS 36562, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N89°37'34"W A DISTANCE OF 2624.51 FEET;

THENCE, ALONG THE NORTH - SOUTH MID-SECTION LINE OF SAID SECTION 8, S00°10'40"E, A DISTANCE OF 160.01 FEET TO A POINT DESIGNATED AS THE FUTURE SOUTHERLY RIGHT OF WAY OF HAPPY VALLEY ROAD;

THENCE, LEAVING THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 8, N89°37'34"W A DISTANCE OF 206.71 FEET TO THE POINT OF BEGINNING;

THENCE, LEAVING SAID FUTURE R/W, S76°35'59"E A DISTANCE OF 13.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 143.10 FEET, WITH A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 43°09'14";

THENCE, S33°26'45"E A DISTANCE OF 91.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 153.89 FEET, WITH A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 33°54'49";

THENCE, S36°38'33"W A DISTANCE OF 81.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 181.43 FEET, WITH A RADIUS OF 340.00 FEET AND THE RADIAL BEARING OF N25°58'48"E AND A CENTRAL ANGLE OF 30°34'27";

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THENCE, N33°26'45" W A DISTANCE OF 91.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 82.85 FEET, WITH A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 43°09'14";

THENCE, N76°35'59"W A DISTANCE OF 91.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 61.49 FEET, WITH A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 46°58'25";

THENCE, N29°37'34"W A DISTANCE OF 28.44 FEET TO A POINT ON SAID FUTURE R/W;

THENCE, ALONG SAID FUTURE R/W S89°37'34"E A DISTANCE OF 157.00 FEET TO THE POINT OF BEGINNING.

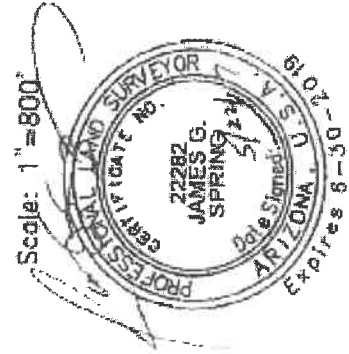
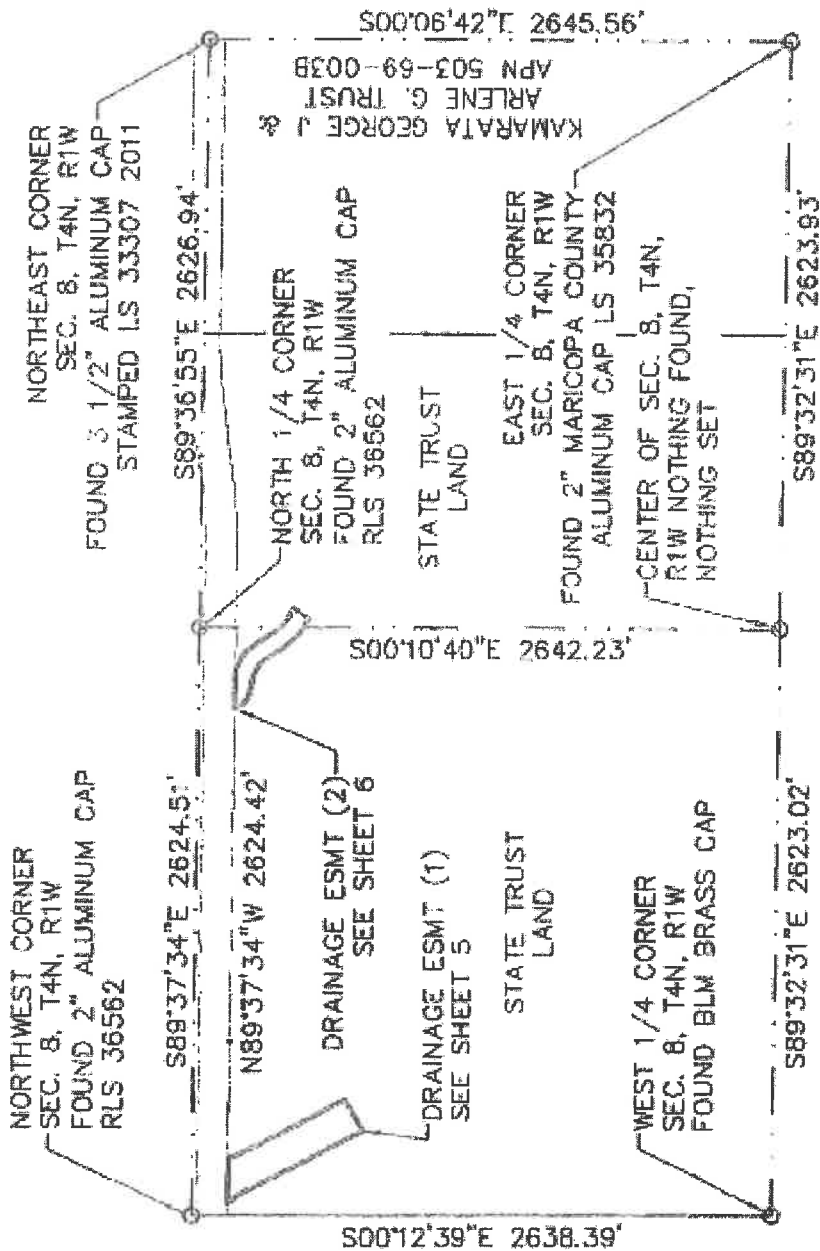
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 39,315 SQUARE FEET OR 0.903 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

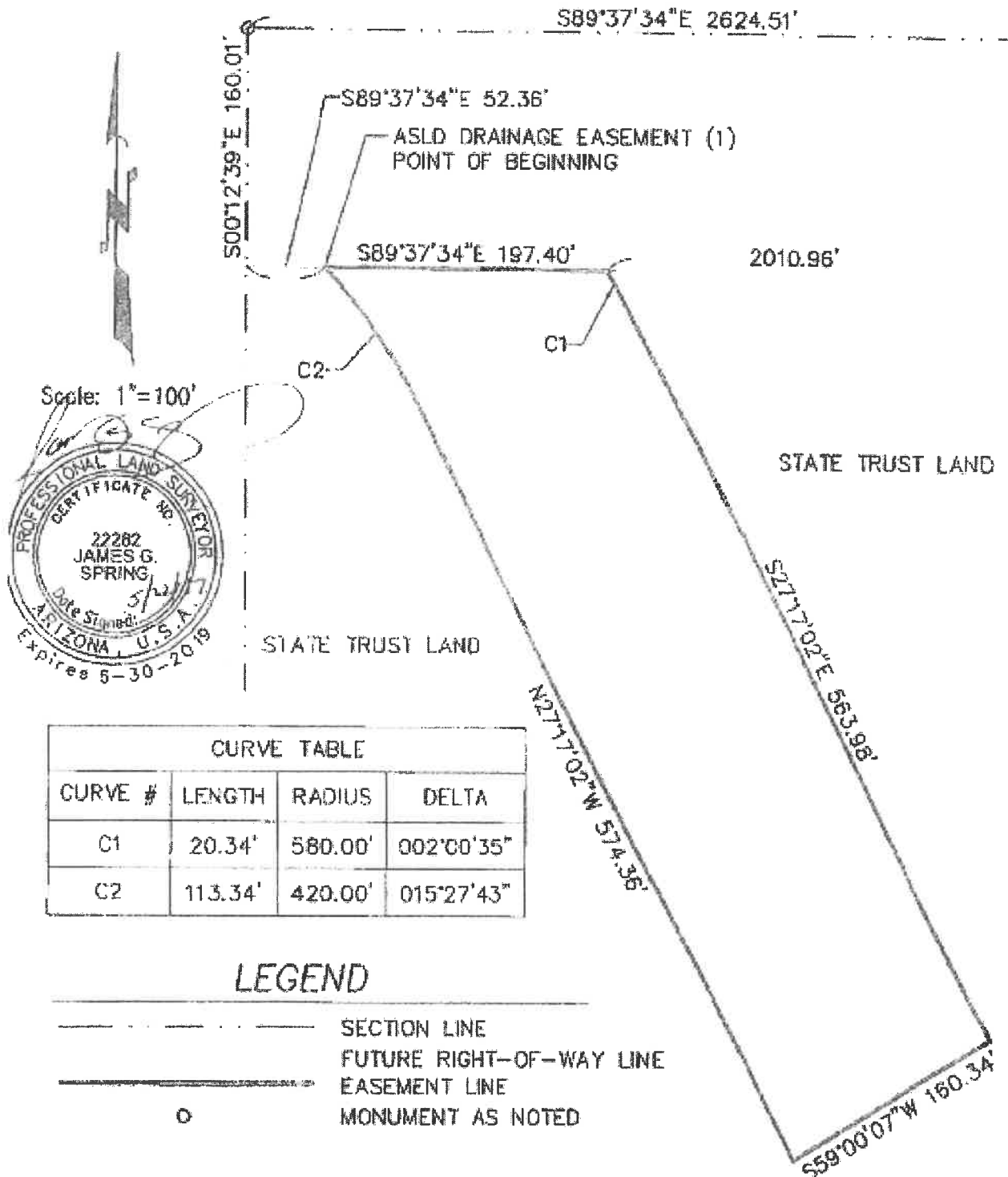


ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

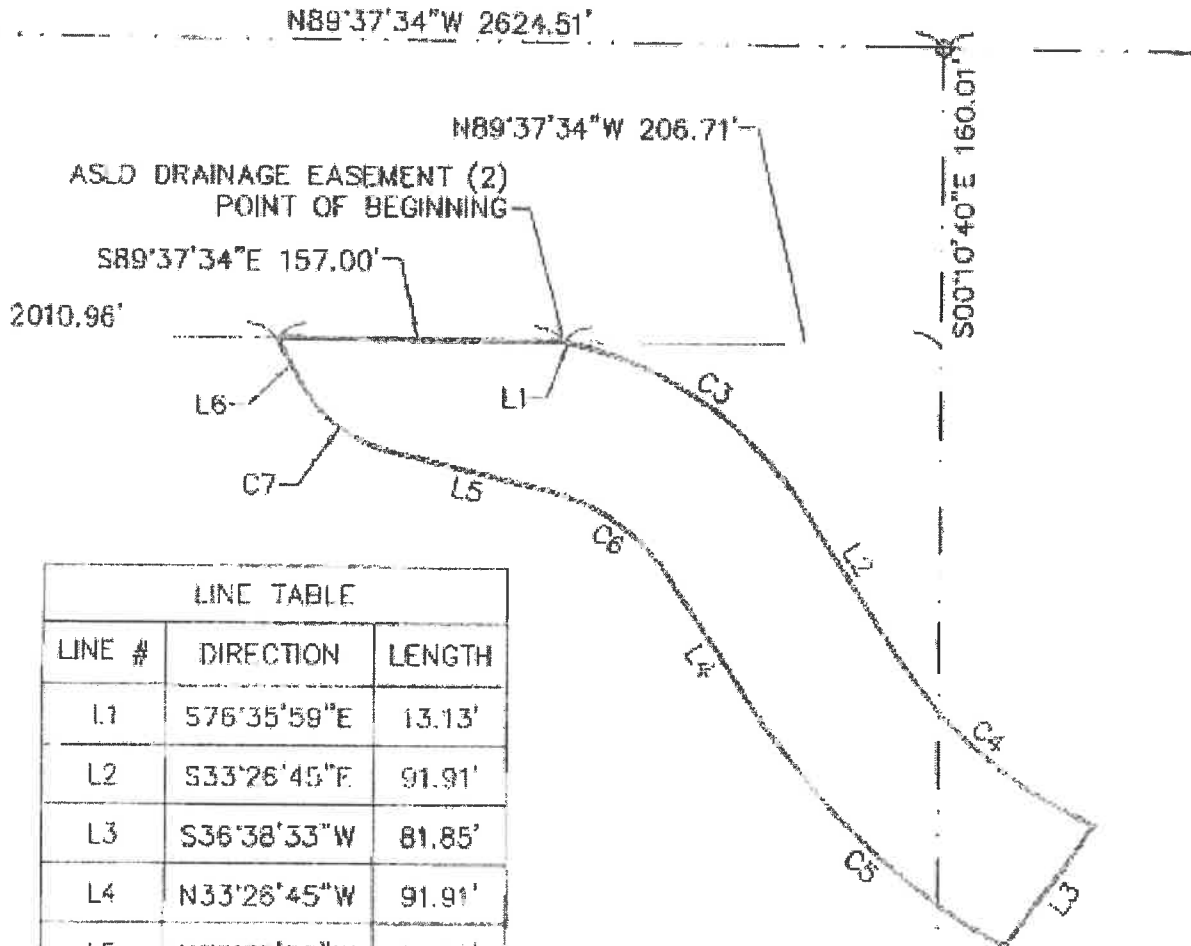


ADDITIONAL CONDITIONS

14-119659-00-000

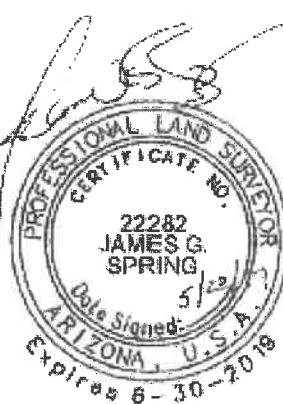
Page 15 of 20

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S76°35'59"E	13.13'
L2	S33°26'45"E	91.91'
L3	S36°38'33"W	81.85'
L4	N33°26'45"W	91.91'
L5	N76°35'59"W	91.85'
L6	N29°37'34"W	78.44'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C3	143.10'	190.00'	043°09'14"
C4	153.89'	260.00'	033°54'49"
C5	181.43'	340.00'	030°34'27"
C6	82.85'	110.00'	043°09'14"
C7	81.49'	75.00'	046°58'25"



Scale: 1"=100'

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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

ADDITIONAL CONDITIONS

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability-Written and Oral:	\$1,000,000.00
Damage to Rented Premises:	\$ 50,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

ADDITIONAL CONDITIONS

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b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed

ADDITIONAL CONDITIONS

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under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of

ADDITIONAL CONDITIONS

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Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 23 August 2018
RUN TIME: 9:21 AM
PAGE: 1

KE-LEASE# 014-119659-00-000 APPTYPE: NEW
AMENDMENT#: 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
04.0-N-01.0-W-08-07-031-9004	M&B THRU NWNW	0.00	2.330
04.0-N-01.0-W-08-07-031-9005	M&B THRU W2NWNW NENENW	0.00	0.903
	TOTALS	0.00	3.233

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

CITY OF SURPRISE
GRANTEE

By: _____
Date

✓Authorized Signature ✓Date

(SEAL)

✓Printed Name ✓Title

✓Address

✓City ✓State ✓Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007**



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: September 13, 2018

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

**Re: Arizona State Land Department Rights of Way
14-119657, 14-119659, 16-119660, 16-119658**

The valuation of the right of way being acquired from the Arizona State Land Department is:

14-119659 - \$24,210.00 3.233 acres

14-119657 - \$62,352.00 2.737 acres

16-119660 - \$210,335.00 7.082 acres

16-119658 - \$366,775.00 13.472 acres

These values were determined by the Arizona State Land Department via appraisals.



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled, “Austin Ranch East Phase 1A – Parcels 12B, 13, &14 Final Plat” dated September 20, 2018, a property generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Motion:

I move to approve the final plat entitled, “Austin Ranch East Phase 1A – Parcels 12B, 13, &14 Final Plat” dated September 20, 2018.

Background:

Austin Ranch, LLC, seeks approval of a 283-lot, 19-tract Final Plat located within the Austin Ranch Planned Area Development (“PAD”). The approximate 70.07 acre site is generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Objective Analysis:

The subject Final Plat meets the requirements of the Austin Ranch PAD, the Austin Ranch East Preliminary Plat, and other requirements as set forth in the Surprise Unified Development Code (“SUDC”). All city reviewing departments and outside agencies have reviewed the request and offered no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential uses such as that proposed.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat](#)
 - ☐ [01 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat - Vicinity Map](#)
 - ☐ [02 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat](#)
 - ☐ [03 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat - Landscape](#)
 - ☐ [04 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat - Walls](#)
 - ☐ [05 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat - Assurance](#)
 - ☐ [06 - FS18-272 – Austin Ranch East, Parcels 12B, 13, and 14 – Final Plat - Presentation](#)
-

Case: **FS18-272**

Project Name: Austin Ranch East, Parcels 12B, 13, and 14 Final Plat

Council District: 1 - Acacia

Meeting Date: **October 16, 2018**

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

Owner: Austin Ranch, LLC

Applicant: Austin Ranch, LLC

Request: A Final Plat to create a 283-lot, 19-tract single-family residential subdivision

Site Location: Approximately 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road

Site Size: Approximately 70.07 acres of the approximate 1,025.4 acre Austin Ranch/ Austin Ranch II Planned Area Developments ("PAD")

Density: Approximately 3.98 du/A

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

Support/Opposition: None received by staff

Findings:

- The proposed Final Plat is consistent with the Austin Ranch PAD as amended.
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the approved PAD.

Denial of the requested Final Plat will deny the applicant the opportunity to develop the property.

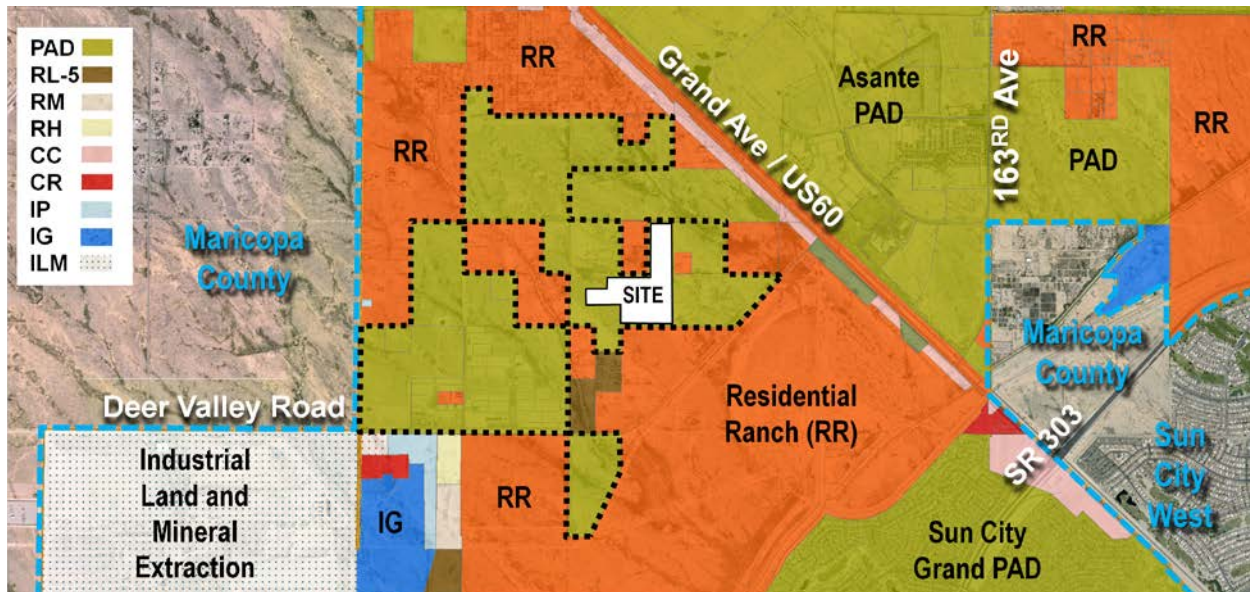
Project Description:

Austin Ranch, LLC, seeks approval of a 283-lot, 19-tract Final Plat located within the Austin Ranch PAD. The approximate 70.07 acre site is generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Existing Zoning:

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

Residential Ranch (RR) Vacant	Residential Ranch (RR) and Burke Property PAD	Burke Property PAD Vacant
Austin Ranch PAD Vacant	Austin Ranch East, Parcels 12B, 13, and 14	Austin Ranch PAD Vacant
Austin Ranch PAD Vacant	Residential Ranch (RR) Vacant	Residential Ranch (RR) Vacant



Background:

June 8, 1989: The subject lands associated with Austin Ranch were annexed into the City of Surprise.

May 13, 2004: The Mayor and City Council approved a PAD for Austin Ranch under case PAD03-278.

September 29, 2005: The Mayor and City Council approved a PAD for Austin Ranch II under case PAD05-075.

October 7, 2005: The Mayor and City Council approved a Development Agreement for the Austin Ranch PAD under Case DA05-011.

February 6, 2018: The Mayor and City Council approved a Preliminary Plat for Austin Ranch East under Case FS17-207.

February 22, 2018: Staff held a Concept Review meeting with the applicant regarding the proposed Final Plat under case CR18-075.

September 17, 2018: The applicant filed a request for a Final Plat under case FS18-272, the subject case.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential uses such as that proposed.

Reviewing Agencies:

All City reviewing departments have reviewed the request and expressed no objections.

The subject Final Plat was also routed to the standard external reviewing agencies, who offered the following comments:

Luke Air Force Base ("LAFB"): In a letter dated June 11, 2018, LAFB indicates no objections to the request, but advises the applicant review sound attenuation requirements found in ARS 28-8482 and engage in a strong notification program with respect to the air base and its operations.

Flood Control District of Maricopa County ("FCDX"): In an email dated May 31, 2018, FCDX indicated no objections to the Final Plat request.

Arizona Department of Transportation ("ADOT"): In an email dated May 26, 2018, ADOT indicated the proposal will have no impact on existing highway facilities.

Summary:

Staff believes the proposed Final Plat is consistent with the manner and intent of the Surprise Municipal Code and the Austin Ranch PAD. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise.

Findings:

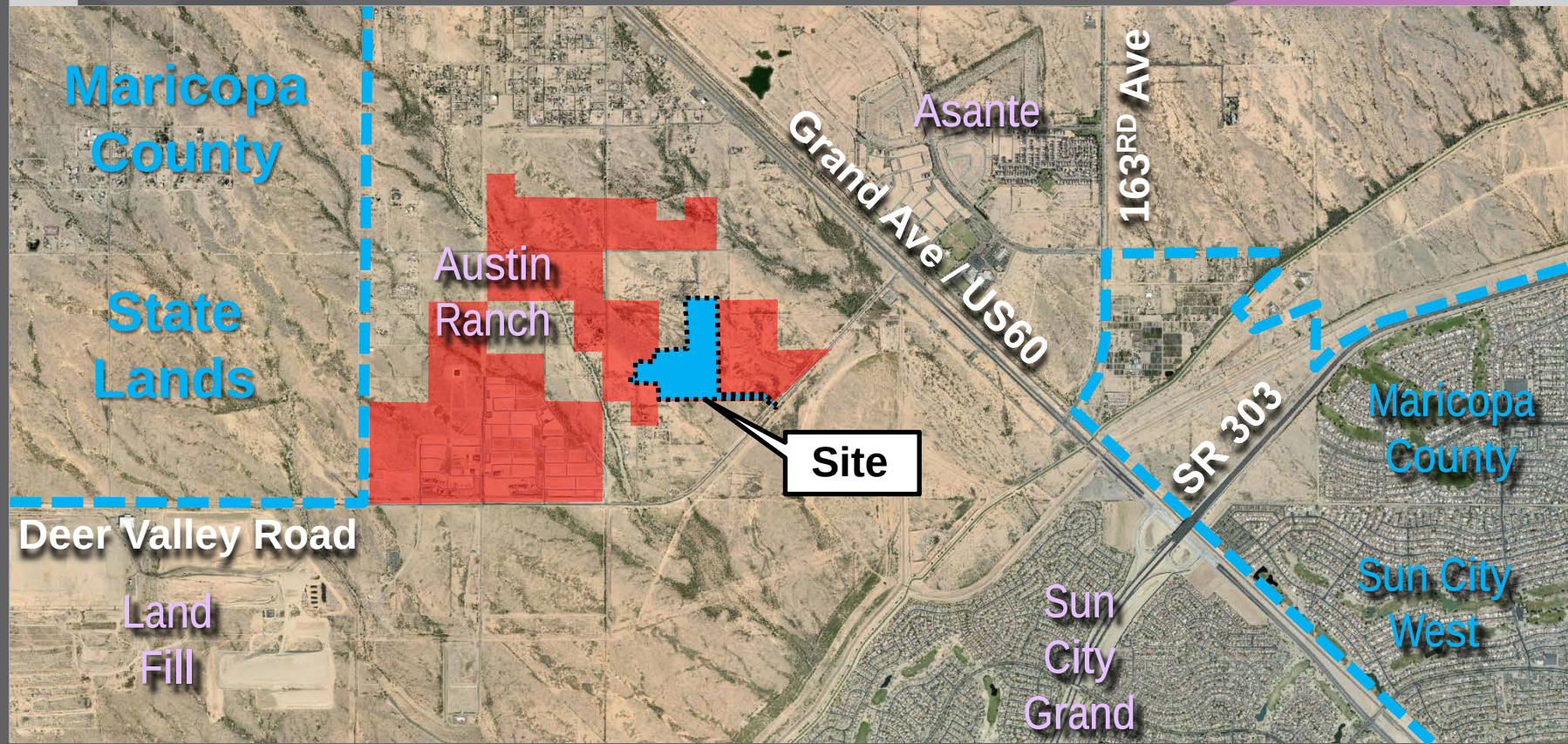
- The proposed Final Plat is consistent with the Austin Ranch PAD as amended.
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - Landscape Plans
- 04 - Wall Plans
- 05 - Alternative Assurance Agreement
- 06 - PowerPoint

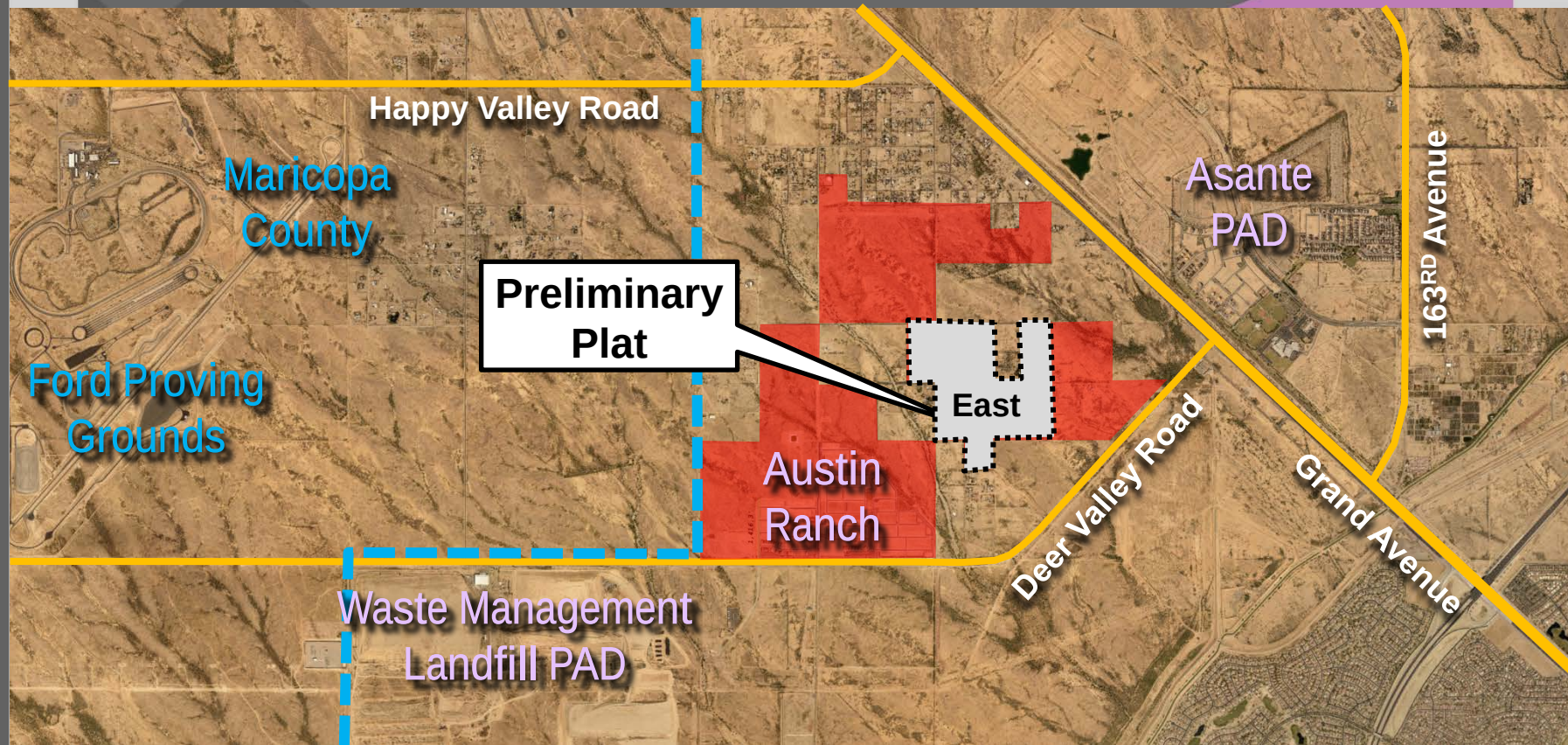
VICINITY MAP

Austin Ranch East
Parcels 12B, 13, and 14



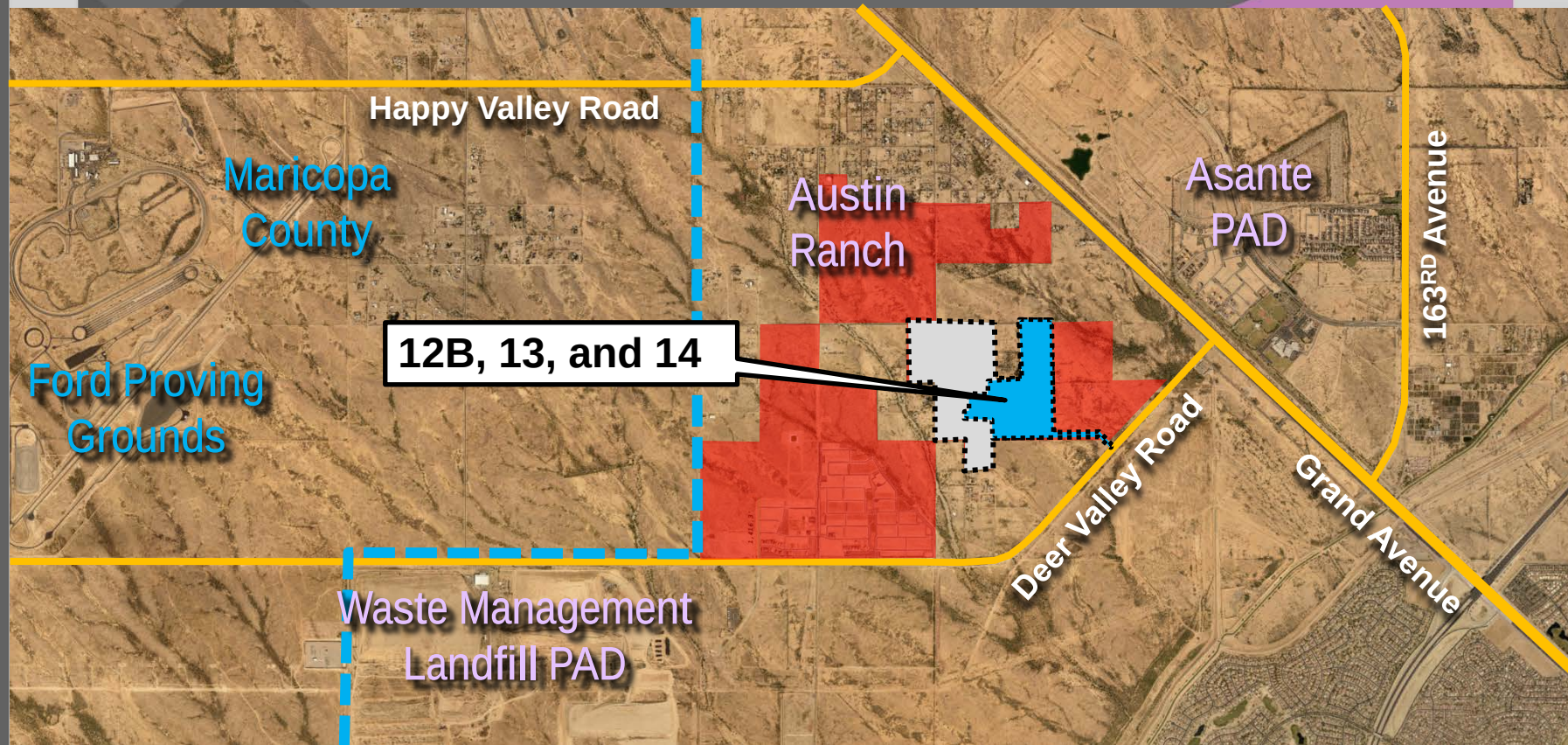
VICINITY MAP

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Parcels 12B, 13, and 14



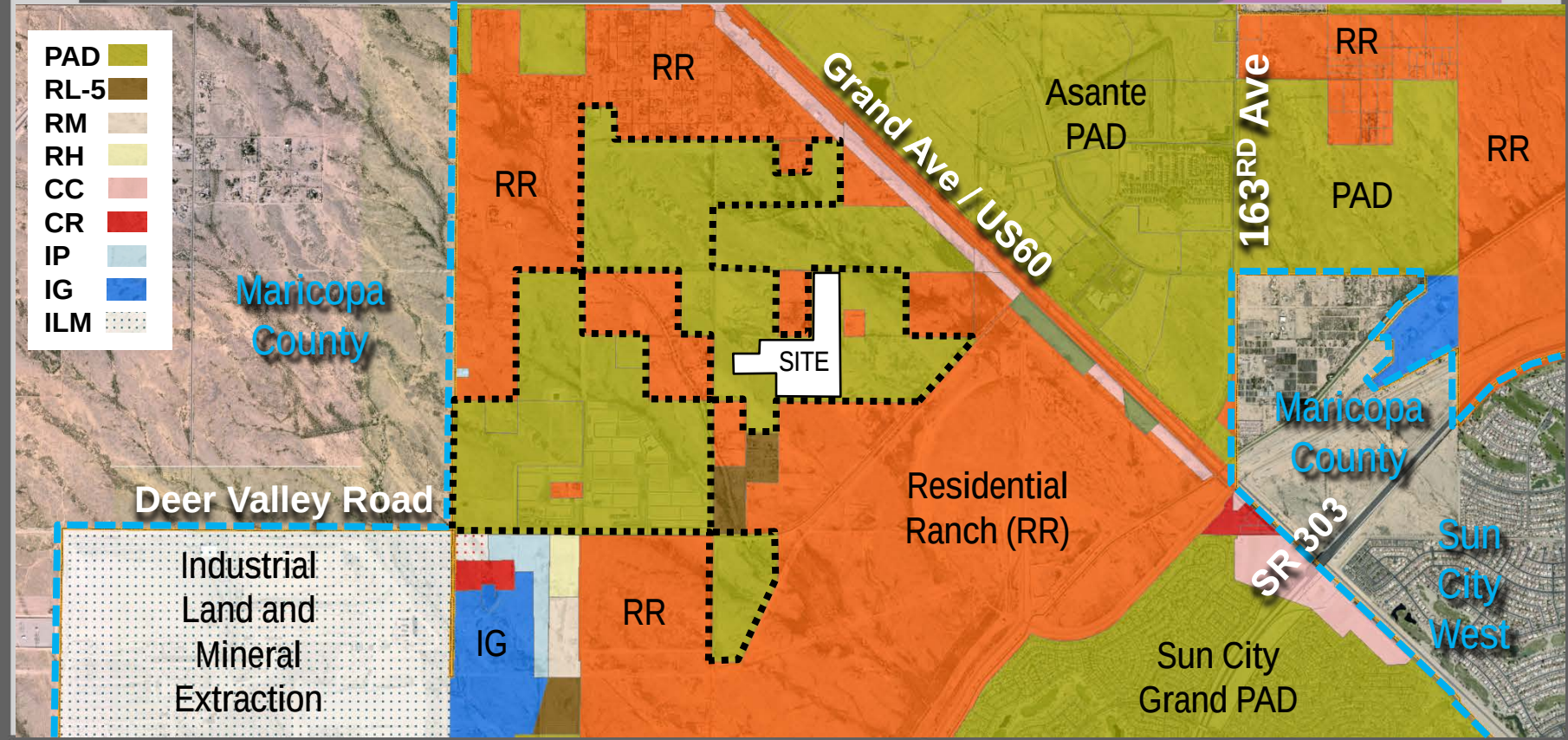
VICINITY MAP

Austin Ranch East
Parcels 12B, 13, and 14



ZONING MAP

Austin Ranch East
Parcels 12B, 13, and 14



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

KNOW ALL PERSONS BY THESE PRESENTS: THAT COURTLAND HOMES INC., AN ARIZONA CORPORATION AS "OWNER", HEREBY PUBLISHES THIS FINAL PLAT OF "AUSTIN RANCH EAST PHASE 1A - PARCELS 12B, 13 & 14" A PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENT, AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREON.

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

COURTLAND HOMES INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2018 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THEMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

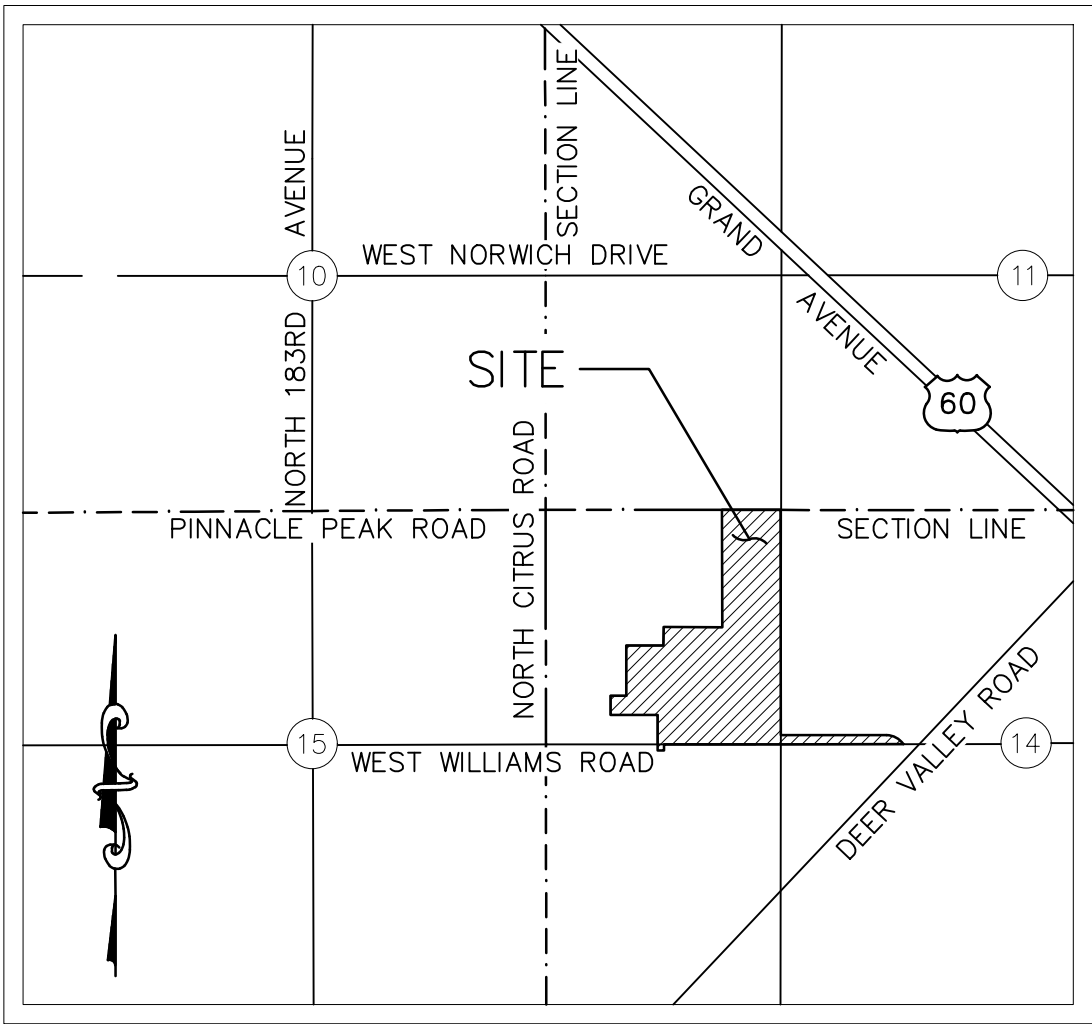
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13, & 14
FINAL PLAT
SURPRISE, ARIZONA

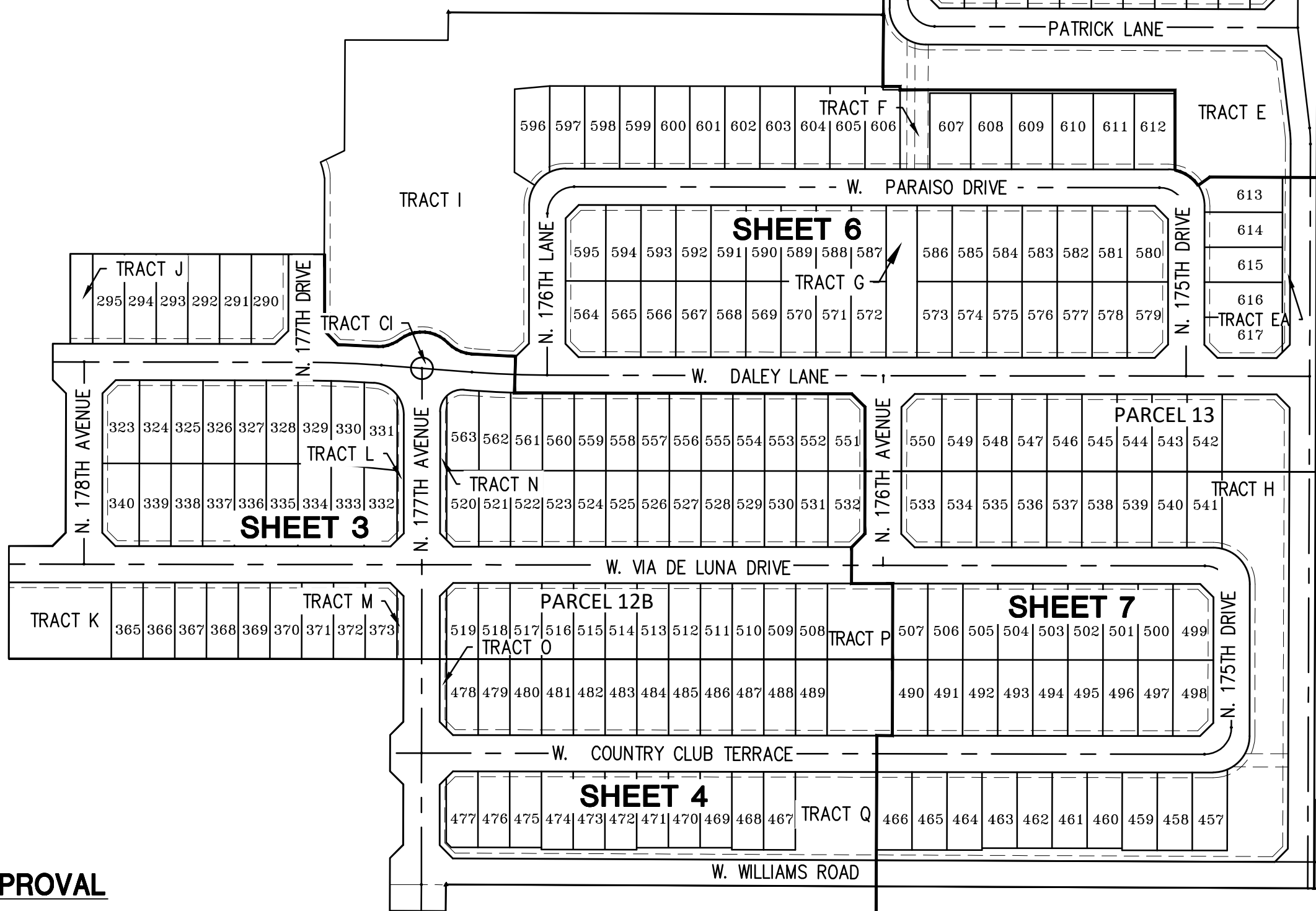
A PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.



KEY MAP
N.T.S.



SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 NOTES & DETAILS SHEET
SHEET 3 FINAL PLAT PARCEL 12B
SHEET 4 FINAL PLAT PARCEL 12B
SHEET 5 FINAL PLAT PARCEL 12B
SHEET 6 FINAL PLAT PARCEL 13
SHEET 7 FINAL PLAT PARCEL 13
SHEET 8 FINAL PLAT PARCEL 14
SHEET 9 FINAL PLAT PARCEL 14

DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, AZ 85226
TEL: (480)893-7575
CONTACT: HANS KOPPENHOEFER

CIVIL ENGINEER

ENTELLUS, INC
3033 N. 44TH STREET, STE 250
PHOENIX, AZ 85018
PHONE: 602-244-2566
CONTACT: MICHAEL R. GLEASON, P.E.

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY RATIFIES AND APPROVES THIS PLAT FOR "AUSTIN RANCH EAST PHASE 1A, PARCELS 12B, 13 AND 14" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS THEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

NORTH COPPER CANYON COMMUNITY ASSOCIATION

AN ARIZONA NON-PROFIT CORPORATION

BY _____

ITS _____

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 14 AS SHOWN ON "PLSS RECORD OF SURVEY" FOR TOWNSHIP 4 NORTH RANGE 2 WEST FOUND IN MARICOPA COUNTY RECORDER BOOK 679 OF MAPS PAGE 19, AND BOOK 1029 OF MAPS, PAGE 48.

BEARING =N00°05'03"E

RELEASE OF LIABILITY

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

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

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

CERTIFICATION

I, DAN FRANCETIC, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2018; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SIGNED: _____

DATE OF PREPARATION: 8/30/2018
DANIEL G. FRANCETIC, RLS
REGISTERED LAND SURVEYOR #33874
ENTELLUS, INC.
3033 NORTH 44TH STREET, #250
PHOENIX, ARIZONA 85018
PHONE: 602-244-2566
E-MAIL: dfrancetic@entellus.com

APPROVALS

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2018

ATTEST: _____ MAYOR _____ DATE _____

_____ CITY CLERK _____ DATE _____

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2018, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER _____ DATE _____

SHEET 5



DESIGN:	EM
DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	
EXT. PROJ. #:	171.002
SHEET:	CVR 1 OF 9

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT

REVISIONS:

VERSIONS:

X	DATE	DESCRIPTION
1	5/24/18	1ST FINAL PLAT SUBMITTAL
2	8/06/18	2ND FINAL PLAT SUBMITTAL
3	8/17/18	3RD FINAL PLAT SUBMITTAL
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REVISIONS:

LEGAL DESCRIPTION

AUSTIN RANCH
PHASE 1A
PARCELS 12B, 13, & 14

LOCATED WITHIN THE NORTHEAST, NORTHWEST, AND SOUTHWEST QUARTERS OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING MONUMENTED BY A 3--INCH BRASS CAP MARKED "M.C. LS 35832", FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 14, BEING MONUMENTED BY A 2--INCH ALUMINUM CAP MARKED "M.C. LS 35832", BEARS SOUTH 00°05'02" WEST, A DISTANCE OF 2642.66 FEET, SAID LINE BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, AND SAID LINE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 00°05'02" WEST, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 2134.94 FEET;

THENCE SOUTH 89°54'58" EAST, A DISTANCE OF 651.00 FEET TO THE POINT OF BEGINNING;

THENCE S 89°54'58" E A DISTANCE OF 66.07 FEET;
THENCE N 45°05'02" E A DISTANCE OF 28.28 FEET;
THENCE N 00°05'02" E A DISTANCE OF 211.00 FEET;
THENCE N 44°54'58" W A DISTANCE OF 28.28 FEET;
THENCE N 00°05'02" E A DISTANCE OF 55.00 FEET;
THENCE S 89°54'58" E A DISTANCE OF 26.18 FEET;
THENCE N 00°05'02" E A DISTANCE OF 135.99 FEET;
THENCE S 89°54'58" E A DISTANCE OF 384.93 FEET;
THENCE N 00°05'02" E A DISTANCE OF 115.39 FEET TO THE POINT OF CURVATURE FOR A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET;
THENCE ALONG SAID CURVE THROUGH A DELTA ANGLE OF 25°15'06", AN ARC DISTANCE OF 24.24 FEET;
THENCE N 64°49'56" E A DISTANCE OF 39.89 FEET;
THENCE N 00°05'04" E A DISTANCE OF 167.71 FEET;
THENCE S 89°54'58" E A DISTANCE OF 155.64 FEET;
THENCE N 00°05'02" E A DISTANCE OF 42.91 FEET;
THENCE S 89°41'34" E A DISTANCE OF 657.32 FEET;
THENCE N 00°11'15" E A DISTANCE OF 1319.36 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER;
THENCE ALONG SAID NORTH LINE S 89°38'09" E A DISTANCE OF 658.12 FEET TO THE MARICOPA COUNTY ALUMINUM CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14;
THENCE ALONG THE NORTH--SOUTH MID--SECTION LINE OF SAID SECTION 14, S 00°13'20" W A DISTANCE OF 2597.42 FEET;
THENCE S 89°44'25" E A DISTANCE OF 1012.06 FEET TO THE POINT OF A NON--TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 288.50 FEET BEARING S 20°36'22" W;
THENCE ALONG SAID CURVE THROUGH A DELTA ANGLE OF 16°37'22", AN ARC DISTANCE OF 83.70 FEET TO A POINT ON THE EAST--WEST MID--SECTION LINE OF SAID SECTION 14;
THENCE ALONG SAID MID--SECTION LINE N 89°44'25" W A DISTANCE OF 1085.23 FEET; TO AN ALUMINUM CAP SET ON AN IRON PIPE FOUND AT THE CENTER OF SAID SECTION 14;
THENCE CONTINUING ALONG SAID MID--SECTION LINE N 89°44'59" W A DISTANCE OF 1313.06 FEET;
THENCE S 00°08'49" W A DISTANCE OF 40.00 FEET;
THENCE N 89°44'59" W A DISTANCE OF 85.00 FEET;
THENCE N 00°06'55" E A DISTANCE OF 80.00 FEET;
THENCE N 45°10'02" E A DISTANCE OF 28.24 FEET;
THENCE N 00°05'02" E A DISTANCE OF 91.34 FEET;
THENCE N 44°54'58" W A DISTANCE OF 28.28 FEET;
THENCE N 00°05'02" E A DISTANCE OF 55.00 FEET;
THENCE N 45°05'02" E A DISTANCE OF 28.28 FEET;
THENCE N 00°05'02" E A DISTANCE OF 95.00 FEET;
THENCE N 89°54'58" W A DISTANCE OF 597.03 FEET;
THENCE N 00°05'02" E A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27--700980.0000 JUNE 12, 2018
CERTIFICATE NUMBER DATE

PUBLIC NOTICE

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

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- ON--SITE GRADING OR EXCAVATION SHALL NOT OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE MAP NO.04013C1210L, WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9--461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO ARS § 42--11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS 14751 AND 14710, WHEN APPLICABLE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE AUSTIN RANCH PHASE EAST PRELIMINARY PLAT APPROVED 02/06/18, UNDER CASE FS17--207.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE AUSTIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON--PROFIT CORPORATION.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS--OF--WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE PAD # PAD03--278 AND # PAD05--034 OR AS SUBSEQUENTLY AMENDED.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE ("CITY") SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTIONS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE ("CITY") SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHT--OF--WAY WILL BE MAINTAINED AT A HEIGHT BELOW 30" OR ABOVE 84" IN HEIGHT WITHIN 30' X 30' TRIANGLE MEASURED ALONG THE RIGHT--OF--WAY LINES. REFER TO CITY OF SURPRISE STANDARD DETAILS 4--01 AND 4--02.
- EACH LOT OF THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.

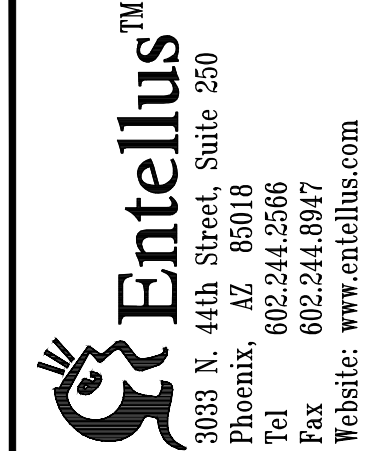
AUSTIN RANCH EAST OPEN SPACE COMPARISON TABLE		
PARCELS	CASE	*OPEN SPACE
9,10,11	FS18--263	6.98
12A,12C	FS18--283	2.61
12B,13,14	FS18--272	11.17
	TOTAL	20.76
	PRELIMINARY PLAT	18.44
*ACRES	DIFFERENCE	2.32

AUSTIN RANCH EAST PRELIMINARY PLAT CONFORMANCE							
PARCEL	CASE	LOT WIDTH			TOTAL	PP TOTAL	DIFFERENCE
		48'	53'	58'			
9	FS18-263	84	0	0	84	84	0
10	FS18-263	0	0	106	106	106	0
11	FS18-263	0	99	0	99	99	0
12A	FS18-283	41	0	0	41	41	0
12B	FS18-272	94	0	0	94	96	-2
12C	FS18-283	93	0	0	93	95	-2
13	FS18-272	0	94	6	100	92	8
14	FS18-272	89	0	0	89	94	-5
TOTALS		401	193	112	706	707	-1

TRACT TABLE		
TRACT	DESCRIPTION	ACRES
A	OPEN SPACE, P.U.E., S.V.E.	0.0233
B	OPEN SPACE, RETENTION, P.U.E., S.V.E.	0.3607
C	OPEN SPACE, RETENTION, P.U.E., S.V.E.	0.8111
CI	TRAFFIC CIRCLE	0.0196
D	OPEN SPACE, P.U.E., S.V.E.	0.0745
E	OPEN SPACE, RETENTION, P.U.E., S.V.E.	1.5334
EA	OPEN SPACE, P.U.E.	0.0698
F	OPEN SPACE, RETENTION, P.U.E.	0.1666
G	OPEN SPACE, RETENTION, P.U.E.	0.2469
H	OPEN SPACE, RETENTION, P.U.E., S.V.E.	1.5180
I	OPEN SPACE, RETENTION, P.U.E., S.V.E.	4.5544
J	OPEN SPACE, RETENTION, P.U.E.	0.1059
K	OPEN SPACE, RETENTION, P.U.E.	0.4093
L	OPEN SPACE, P.U.E.	0.0469
M	OPEN SPACE, P.U.E.	0.0230
N	OPEN SPACE, P.U.E.	0.0471
O	OPEN SPACE, P.U.E.	0.0459
P	OPEN SPACE, RETENTION, P.U.E.	0.5222
Q	OPEN SPACE, RETENTION, P.U.E.	0.5934
TOTAL		11.1720

AREA SUMMARY TABLE

283 LOTS	1697763.92	38.9753
19 TRACTS	486653.51	11.1720
RIGHT--OF--WAY	910030.48	20.8914
	TOTAL	71.0387



VERSIONS:			REVISIONS:		
X	DATE	DESCRIPTION	A	DATE	DESCRIPTION
1	5/24/18	1ST FINAL PLAT SUBMITTAL			
2	8/06/18	2ND FINAL PLAT SUBMITTAL			
3	8/17/18	3RD FINAL PLAT SUBMITTAL			
4	8/30/18	4TH FINAL PLAT SUBMITTAL			
5	9/20/18	5TH FINAL PLAT SUBMITTAL			

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT

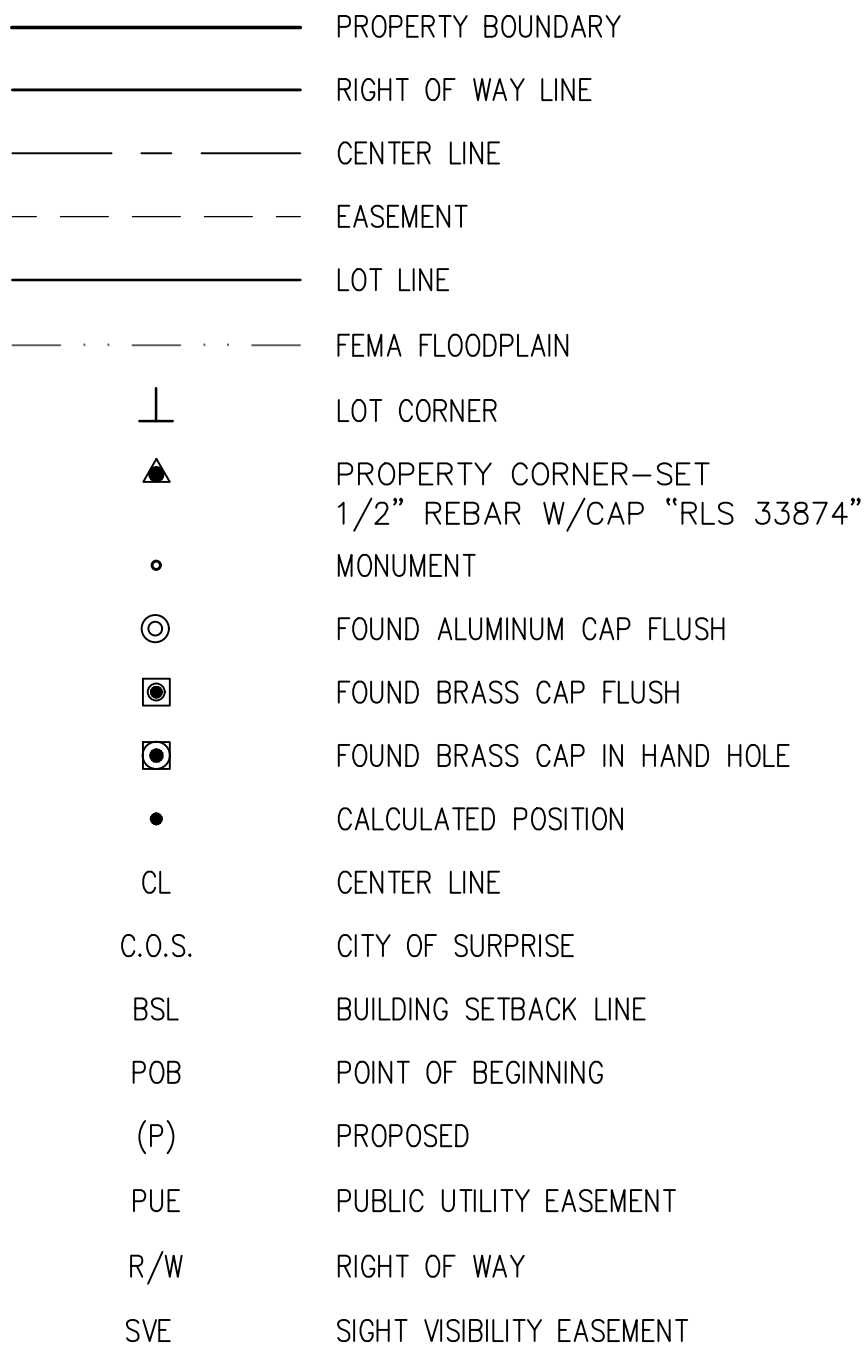


DESIGN:	EM
DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	
ENT. PROJ. #:	171.002
SHEET:	DTL 2 OF 9

12B								
95	594	593	592	591	590	589	588	587
				PHASE 1A PARCEL 13				
564	565	566	567	568	569	570	571	572

FINAL PLAT

SIGN:	EM
AFTED:	DJ
/QC:	DGF
BUILT #:	----
T. PROJ #:	171.002
EET: 3	OF: 9



MATCH SHEET 4

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C1	39.39'	55.00'	20.58'	41'01"55"
C2	39.75'	55.00'	20.79'	41'24"35"
C3	64.06'	1472.50'	32.03'	2'29"33"
C4	49.28'	1527.50'	24.64'	1'50"54"
C5	66.45'	1527.50'	33.23'	2'29"33"
C6	55.16'	33.50'	36.14'	94'20"17"
C7	72.81'	48.50'	45.24'	86'01"10"
C8	102.30'	1472.50'	51.17'	3'58"50"
C9	113.64'	1500.00'	56.85'	4'20"27"
C10	57.31'	1527.50'	28.86'	2'08"59"
C11	65.26'	1500.00'	32.63'	2'29"33"
C12	79.53'	55.00'	48.53'	82'51"04"

50 25 0 50 100

SCALE: 1" = 50

MATCH SHEET 4

LINE TABLE		
#	LENGTH	BEARING
L1	28.28'	S44°54'58"E
L2	28.28'	S45°05'02"W
L3	230.00'	S00°05'02"W
L4	23.51'	S89°54'58"E
L5	40.00'	N00°13'19"E
L6	40.00'	S00°08'49"W
L7	80.00'	S00°06'55"W
L8	28.24'	S45°10'02"W
L9	28.33'	N44°49'59"W
L10	28.28'	N45°05'02"E
L11	28.28'	N44°54'58"W
L12	55.00'	N00°05'02"E
L13	28.28'	N45°05'02"E
L14	28.28'	N44°54'58"W
L15	28.28'	N45°05'02"E
L16	28.29'	S44°54'28"E

LINE TABLE		
#	LENGTH	BEARING
L17	28.28'	N44°54'58"W
L18	28.28'	S45°05'02"W
L19	28.28'	N44°54'58"W
L20	28.28'	N45°05'02"E
L21	28.28'	N45°05'02"E
L22	28.28'	N44°54'58"W
L23	26.18'	N89°54'58"W
L24	28.28'	S45°05'02"W
L25	28.63'	S44°12'46"E
L26	61.49'	S85°34'31"E
L27	75.83'	S85°34'31"E
L28	3.08'	S85°34'31"E
L29	10.03'	S85°34'31"E
L30	55.00'	S01°55'56"W
L31	651.00'	S89°54'58"E

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
290	7415.52	0.1702
291	6527.70	0.1499
292	6527.70	0.1499
293	6527.70	0.1499
294	6527.70	0.1499
295	6527.69	0.1499
323	6856.00	0.1574
324	6048.00	0.1388
325	6048.00	0.1388
326	6048.00	0.1388
327	6048.00	0.1388
328	6048.00	0.1388
329	6294.08	0.1445
330	6355.38	0.1459
331	6282.66	0.1442
332	5820.05	0.1336
333	6124.95	0.1406
334	6250.00	0.1435
335	6000.00	0.1377
336	6000.00	0.1377
337	6000.00	0.1377
338	6000.00	0.1377
339	6000.00	0.1377
340	6800.00	0.1561

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
365	5520.00	0.1267
366	5520.00	0.1267
367	5520.00	0.1267
368	5520.00	0.1267
369	5520.00	0.1267
370	5520.00	0.1267
371	5520.00	0.1267
372	5520.00	0.1267
373	5470.00	0.1256
467	5664.00	0.1300
468	5664.00	0.1300
469	5520.00	0.1267
470	5520.00	0.1267
471	5520.00	0.1267
472	5664.00	0.1300
473	5664.00	0.1300
474	5664.00	0.1300
475	5520.00	0.1267
476	5520.00	0.1267
477	5440.95	0.1249
478	5470.00	0.1256
479	5520.00	0.1267
480	5520.00	0.1267
481	5520.00	0.1267

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
482	5520.00	0.1267
483	5520.00	0.1267
484	5520.00	0.1267
485	5520.00	0.1267
486	5520.00	0.1267
487	5520.00	0.1267
488	5520.00	0.1267
489	5520.00	0.1267
508	5520.00	0.1267
509	5520.00	0.1267
510	5520.00	0.1267
511	5520.00	0.1267
512	5520.00	0.1267
513	5520.00	0.1267
514	5520.00	0.1267
515	5520.00	0.1267
516	5520.00	0.1267
517	5520.00	0.1267
518	5520.00	0.1267
519	5470.00	0.1256
520	5549.36	0.1274
521	5520.00	0.1267
522	5520.00	0.1267
523	5520.00	0.1267

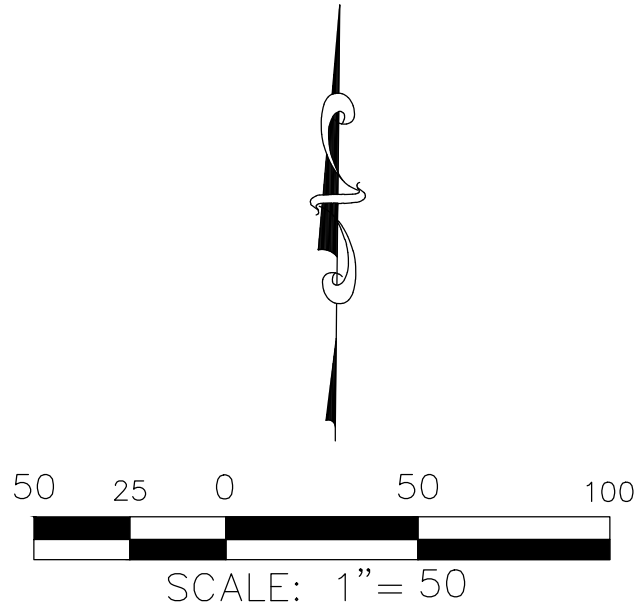
LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
524	5520.00	0.1267
525	5520.00	0.1267
526	5520.00	0.1267
527	5520.00	0.1267
528	5520.00	0.1267
529	5520.00	0.1267
530	5520.00	0.1267
531	5520.00	0.1267
532	6240.00	0.1433
551	6352.00	0.1458
552	5616.00	0.1289
553	5616.00	0.1289
554	5616.00	0.1289
555	5616.00	0.1289
556	5616.00	0.1289
557	5616.00	0.1289
558	5616.00	0.1289
559	5616.00	0.1289
560	5616.04	0.1289
561	5634.08	0.1293
562	5717.06	0.1312
563	5859.76	0.1345

LEGEND

- — — — — PROPERTY BOUNDARY
— — — — — RIGHT OF WAY LINE
— — — — — CENTER LINE
- - - - - EASEMENT (ESMT)
— — — — — LOT LINE
- - - - - FEMA FLOODPLAIN
└ LOT CORNER
▲ PROPERTY CORNER-SET
1/2" REBAR W/CAP "RLS 33874"
• MONUMENT
■ FOUND BCFL
▣ FOUND BCHH
• CALCULATED POSITION
CL CENTER LINE
C.O.S. CITY OF SURPRISE
BSL BUILDING SETBACK LINE
POB POINT OF BEGINNING
PUE PUBLIC UTILITY ESMT
R/W RIGHT OF WAY
SVE SIGHT VISIBILITY EASEMENT

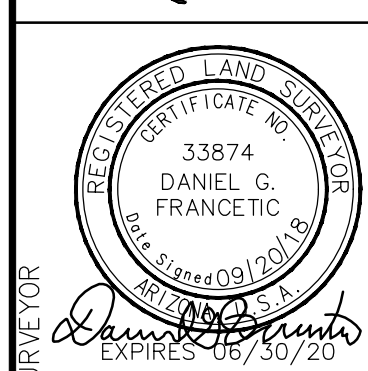
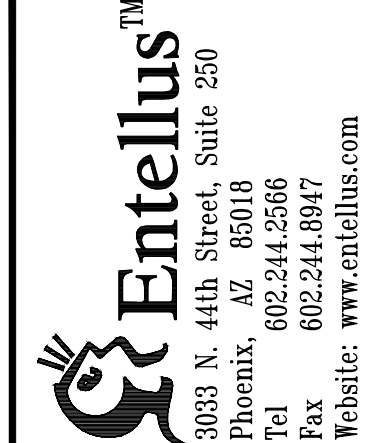
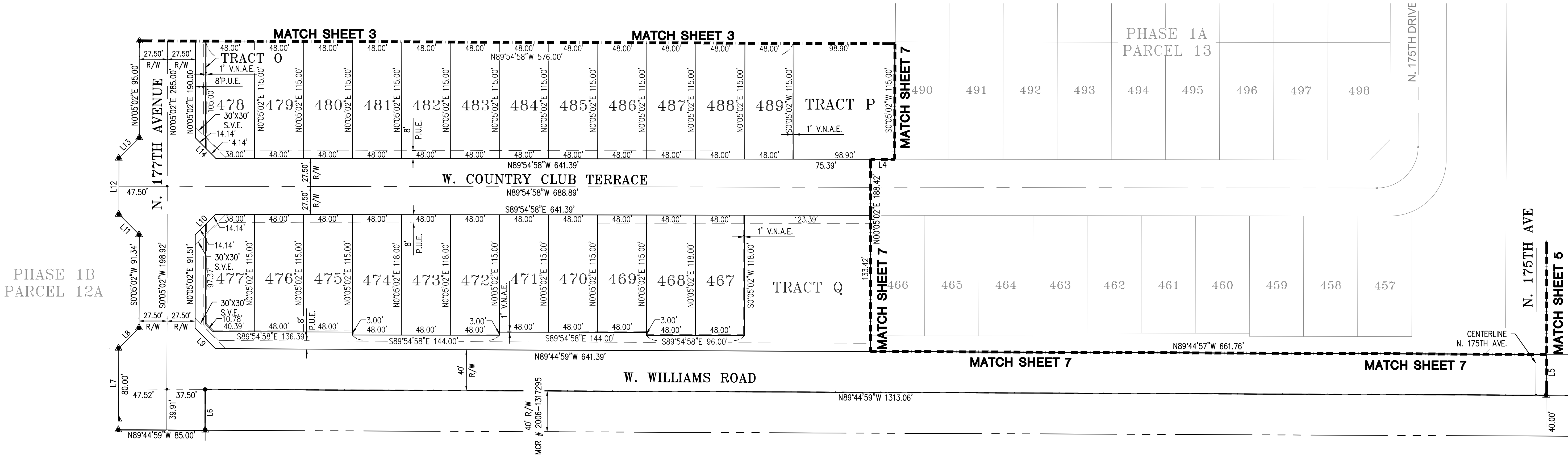
AUSTIN RANCH EAST
PHASE 1A - PARCEL 12B
FINAL PLAT
SURPRISE, ARIZONA

TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT CI	855.30	0.0196	TRAFFIC CIRCLE
TRACT J	4614.31	0.1059	OPEN SPACE, P.U.E., RETENTION
TRACT K	17828.79	0.4093	OPEN SPACE, P.U.E., RETENTION
TRACT L	2041.74	0.0469	OPEN SPACE, P.U.E.,
TRACT M	1000.00	0.0230	OPEN SPACE, P.U.E.
TRACT N	2051.99	0.0471	OPEN SPACE, P.U.E.
TRACT O	2000.00	0.0459	OPEN SPACE, P.U.E.
TRACT P	22746.92	0.5222	OPEN SPACE, P.U.E., RETENTION
TRACT Q	25847.00	0.5934	OPEN SPACE, RETENTION, P.U.E., S.V.E.



RIGHT OF WAY AREA TABLE			
TYPE	AREA(SF)	AREA(AC)	USE
ROW	310067.53	7.1182	PUBLIC INGRESS & PUBLIC EGRESS

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 12B	930122.38	21.3527



REVISIONS:		VERSIONS:	
X	DATE	DESCRIPTION	
1	5/24/18	1ST FINAL PLAT SUBMITTAL	
2	8/06/18	2ND FINAL PLAT SUBMITTAL	
3	8/17/18	3RD FINAL PLAT SUBMITTAL	
4	8/30/18	4TH FINAL PLAT SUBMITTAL	
5	9/20/18	5TH FINAL PLAT SUBMITTAL	

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT

DESIGN:	EM
DRAFTED:	DJ
AS-BUILT #:	DGF
ENT. PROJ. #:	171.002
SHEET:	4 OF 9



AUSTIN RANCH EAST
PHASE 1A - PARCEL 12B
FINAL PLAT
SURPRISE, ARIZONA

ALUMINUM CAP
NORTH 1/4 COR.
T4N R2W
SEC 14

MATCH SHEET 7

MATCH SHEET 7

N00°13'20"E 2642.86'

40.00'

S00°12'47"W 2630.76'

FND BCFL
SOUTH 1/4 COR.
T4N R2W
SEC 14

SET ALUMINUM CAP ON PIPE
CENTER 1/4 COR.
T4N R2W
SEC 14

MCR # 2006-1317295

40'

R/W

N89°44'25"W 1085.23'

S89°44'25"E 1012.06'

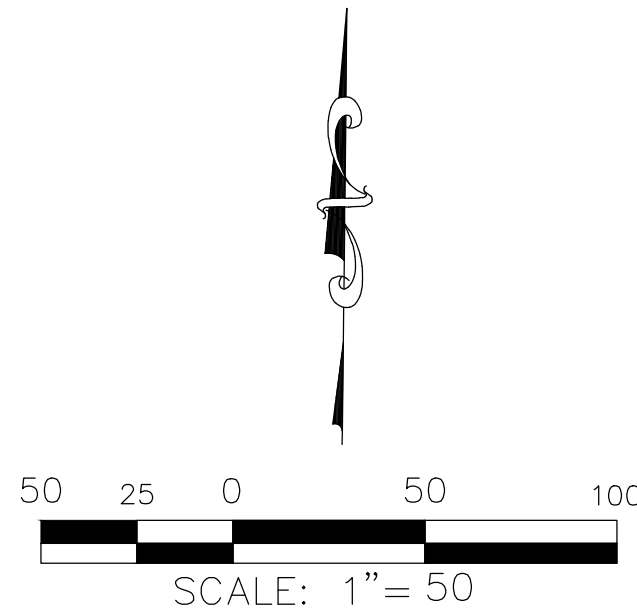
W. WILLIAMS ROAD

911.73'

ARIZONA STATE LAND

LEGEND

- PROPERTY BOUNDARY
RIGHT OF WAY LINE
CENTER LINE
EASEMENT
LOT LINE
FEMA FLOODPLAIN
LOT CORNER
PROPERTY CORNER-SET
1/2" REBAR W/CAP "RLS 33874"
MONUMENT
ALUMINUM CAP
SET ALUMINUM CAP
DESCRIBED IN ARS 33-103
FOUND BRASS CAP FLUSH
FOUND BRASS CAP IN HAND HOLE
CALCULATED POSITION
CENTER LINE
CITY OF SURPRISE
BUILDING SETBACK LINE
POINT OF BEGINNING
PUBLIC UTILITY EASEMENT
RIGHT OF WAY
SIGHT VISIBILITY EASEMENT



L=83.70' R=288.50 Δ=16°37'22"
RADIAL BEARING
S20°36'22"W

EXISTING
RIGHT OF WAY
MCR
#2006-1317295

MID-SECTION LINE

FND
3" MC BCFL
EAST 1/4 COR.
T4N R2W
SEC 14

DEER VALLEY ROAD

100' R/W
MCR #1987-44005

50' R/W
MCR #1987-44005

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before you begin excavation.
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REVISIONS:

DATE	DESCRIPTION

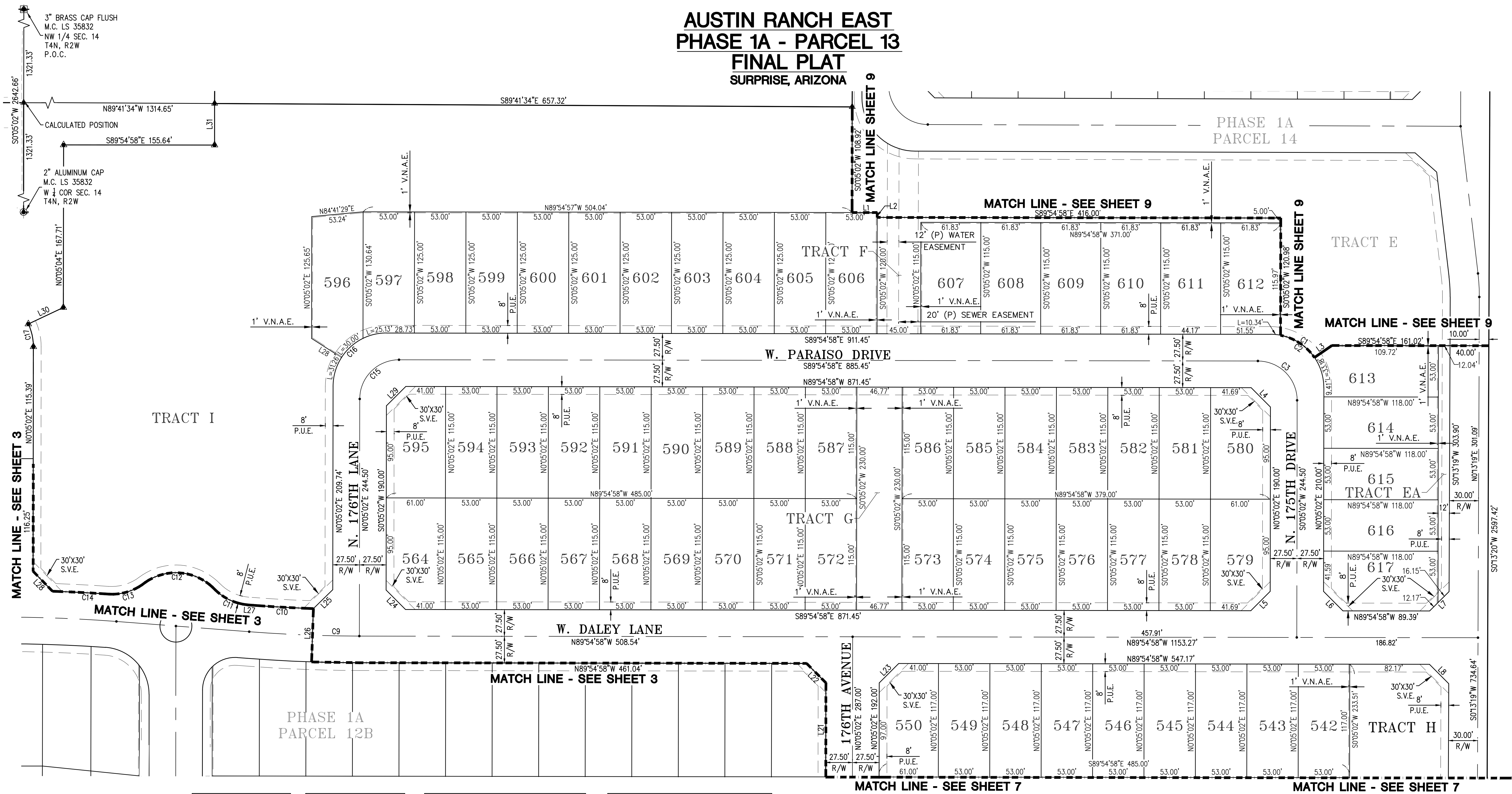
VERSIONS:

X	DATE	DESCRIPTION
1	5/24/18	1ST FINAL PLAT SUBMITTAL
2	8/06/18	2ND FINAL PLAT SUBMITTAL
3	8/17/18	3RD FINAL PLAT SUBMITTAL
4	8/30/18	4TH FINAL PLAT SUBMITTAL
5	9/20/18	5TH FINAL PLAT SUBMITTAL

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT

DESIGN:	EM
DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	
ENT. PROJ. #:	171,002
SHEET:	5 OF 9

AUSTIN RANCH EAST
PHASE 1A - PARCEL 13
FINAL PLAT
SURPRISE, ARIZONA



LINE TABLE		
#	LENGTH	BEARING
L1	25.96'	S89°54'58"E
L2	5.00'	S00°05'02"W
L3	21.84'	N55°31'13"E
L4	28.28'	N44°54'58"W
L5	28.28'	N45°05'02"E
L6	28.28'	N44°54'58"W
L7	28.32'	S45°09'10"W
L8	28.25'	S44°50'50"E
L9	28.28'	N44°54'58"W
L10	28.28'	N45°05'02"E
L11	28.28'	S45°13'46"W
L12	60.00'	S89°44'59"E
L13	55.00'	N00°05'02"E
L14	23.51'	S89°54'58"E
L15	230.00'	N00°05'02"E
L16	62.21'	N89°54'58"W

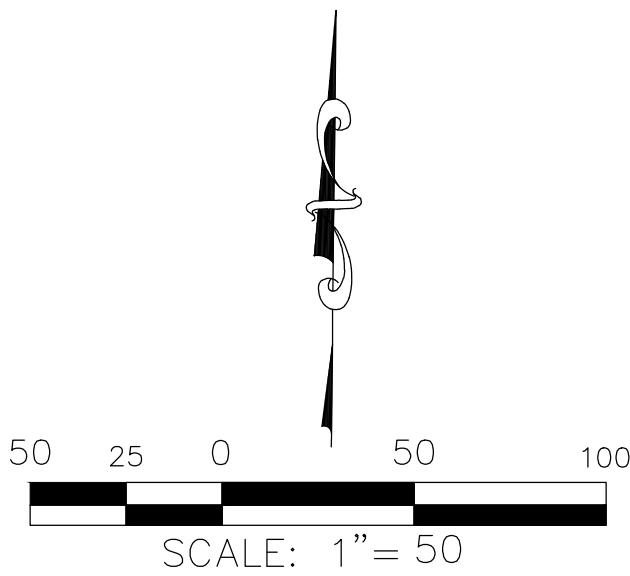
LINE TABLE		
#	LENGTH	BEARING
L17	47.50'	N89°54'58"W
L18	55.00'	N00°05'02"E
L19	28.28'	S45°05'02"W
L20	28.28'	N44°54'58"W
L21	97.00'	N00°05'02"E
L22	28.28'	N44°54'58"W
L23	28.28'	N45°05'02"E
L24	28.28'	S44°54'58"E
L25	27.92'	N45°48'49"E
L26	55.00'	S01°55'56"W
L27	3.08'	N85°34'31"W
L28	28.63'	N44°12'46"W
L29	28.28'	S45°05'02"W
L30	39.89'	N64°49'56"E
L31	42.91'	N00°05'02"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C1	42.87'	55.00'	22.59'	44°39'26"
C2	86.39'	55.00'	55.00'	90°00'00"
C3	63.62'	40.50'	40.50'	90°00'00"
C4	73.49'	55.00'	43.40'	76°33'09"
C5	86.39'	55.00'	55.00'	90°00'00"
C6	63.62'	40.50'	40.50'	90°00'00"
C7	86.39'	55.00'	55.00'	90°00'00"
C8	63.62'	40.50'	40.50'	90°00'00"
C9	48.39'	1500.00'	24.20'	1°50'54"

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C10	64.06'	1472.50'	32.03'	2°29'33"
C11	39.75'	55.00'	20.79'	41°24'35"
C12	79.53'	55.00'	48.53'	82°51'04"
C13	39.39'	55.00'	20.58'	41°01'55"
C14	57.31'	1527.50'	28.66'	2°08'59"
C15	63.62'	40.50'	40.50'	90°00'00"
C16	86.39'	55.00'	55.00'	90°00'00"
C17	24.24'	55.00'	12.32'	25°15'06"

LEGEND

—	PROPERTY BOUNDARY	(P)	PROPOSED
—	RIGHT OF WAY LINE	POB	POINT OF BEGINNING
—	CENTER LINE	PUE	PUBLIC UTILITY ESMT
- - - -	EASEMENT	R/W	RIGHT OF WAY
- - - -	LOT LINE	SVE	SIGHT VISIBILITY EASEMENT
- - - -	FEMA FLOODPLAIN		
⊥	LOT CORNER		
▲	PROPERTY CORNER—SET 1/2" REBAR W/CAP "RLS 33874"		
•	MONUMENT		
⊙	FOUND ALUMINUM CAP FLUSH		
■	FOUND BRASS CAP FLUSH		
⊙	FOUND BRASS CAP IN HAND HOLE		
•	CALCULATED POSITION		
CL	CENTER LINE		
C.O.S.	CITY OF SURPRISE		
BSL	BUILDING SETBACK LINE		



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REGISTERED LAND SURVEYOR
33874 DANIEL G. FRANCETTI
EXPIRES 06/30/2020

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AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT

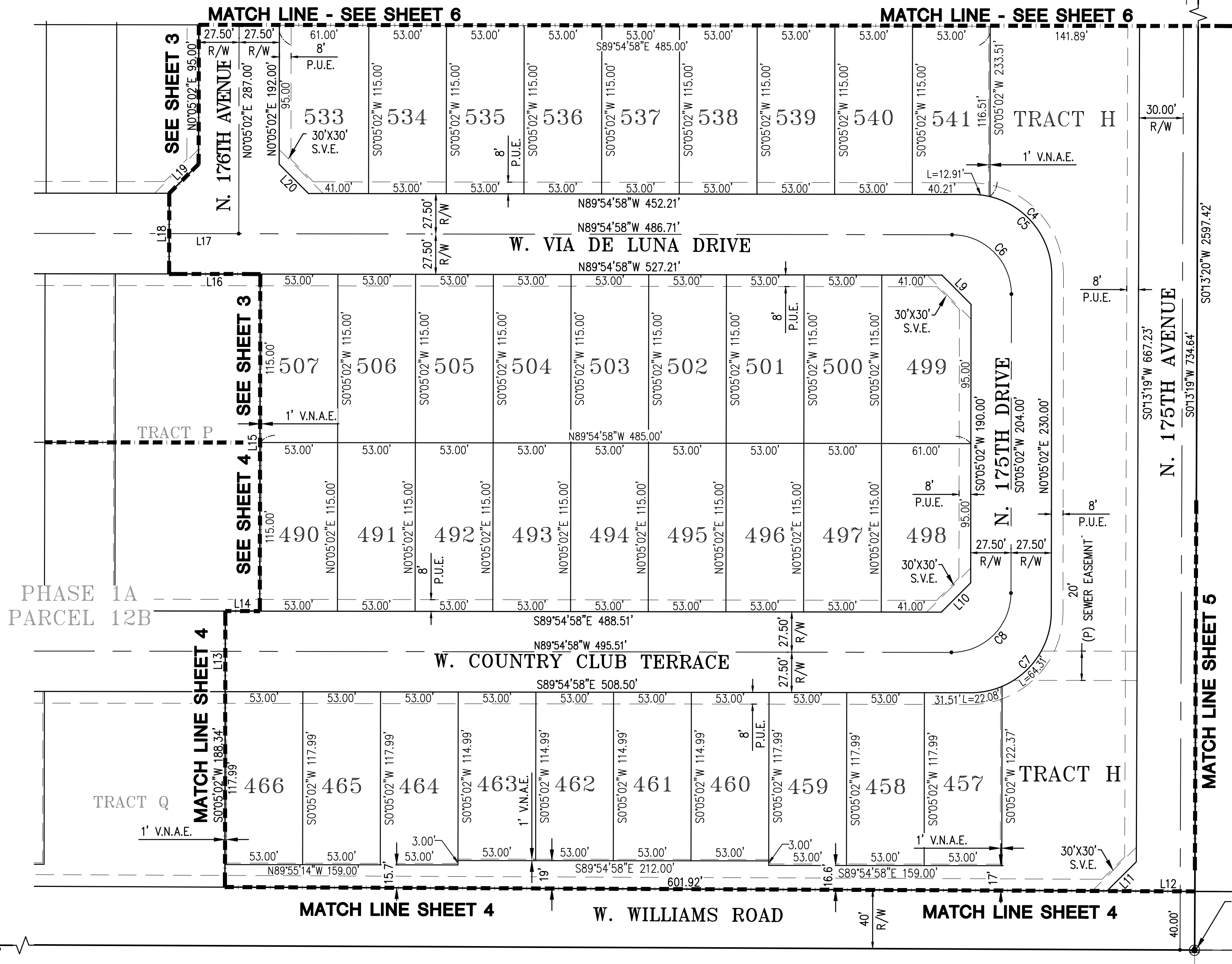
DESIGN:	EM
DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	
ENT. PROJ. #:	171.002
SHEET:	6 OF 9

AUSTIN RANCH EAST
PHASE 1A - PARCEL 13
FINAL PLAT
SURPRISE, ARIZONA

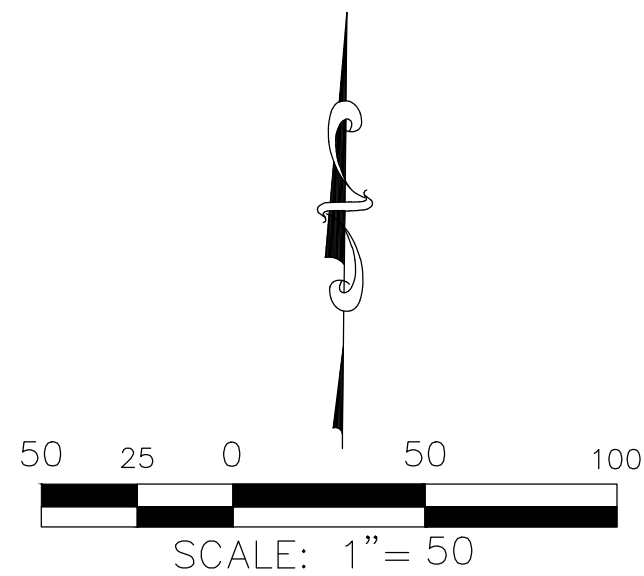
TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT EA	3042.07	0.0698	OPEN SPACE, P.U.E.
TRACT F	7255.00	0.1666	OPEN SPACE, RETENTION, P.U.E.
TRACT G	10756.27	0.2469	OPEN SPACE, RETENTION, P.U.E.
TRACT H	66121.91	1.5180	OPEN SPACE, RETENTION, P.U.E., S.V.E.
TRACT I	198390.63	4.5544	OPEN SPACE, RETENTION, P.U.E., S.V.E.

RIGHT OF WAY AREA TABLE			
R/W	AREA(SF)	AREA(AC)	USE
ROW	277344.42	6.3670	PUBLIC INGRESS & EGRESS

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 13	1194601.20	27.4243



- LEGEND**
- PROPERTY BOUNDARY
 - RIGHT OF WAY LINE
 - CENTER LINE
 - EASEMENT
 - LOT LINE
 - FEMA FLOODPLAIN
 - LOT CORNER
 - PROPERTY CORNER-SET
1/2" REBAR W/CAP "RLS 33874"
 - MONUMENT
 - FOUND ALUMINUM CAP FLUSH
 - SET ALUMINUM CAP ON PIPE AS
DESCRIBED IN ARS 33-103
 - FOUND BRASS CAP FLUSH
 - FOUND BRASS CAP IN HAND HOLE
 - CALCULATED POSITION
 - C.L.
 - C.O.S.
 - BSL
 - POB
 - (P)
 - PUE
 - R/W
 - SVE
 - CL
 - CITY OF SURPRISE
 - BUILDING SETBACK LINE
 - POINT OF BEGINNING
 - PROPOSED
 - PUBLIC UTILITY EASEMENT
 - RIGHT OF WAY
 - SIGHT VISIBILITY EASEMENT



LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
457	6284.47	0.1443
458	6253.65	0.1436
459	6253.65	0.1436
460	6094.65	0.1399
461	6094.65	0.1399
462	6094.65	0.1399
463	6094.65	0.1399
464	6253.65	0.1436
465	6253.65	0.1436
466	6253.65	0.1436
490	6095.00	0.1399
491	6095.00	0.1399
492	6095.00	0.1399
493	6095.00	0.1399
494	6095.00	0.1399
495	6095.00	0.1399
496	6095.00	0.1399

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
497	6095.00	0.1399
498	6815.00	0.1565
499	6815.00	0.1565
500	6095.00	0.1399
501	6095.00	0.1399
502	6095.00	0.1399
503	6095.00	0.1399
504	6095.00	0.1399
505	6095.00	0.1399
506	6095.00	0.1399
507	6095.00	0.1399
533	6815.00	0.1565
534	6095.00	0.1399
535	6095.00	0.1399
536	6095.00	0.1399
537	6095.00	0.1399
538	6095.00	0.1399

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
539	6095.00	0.1399
540	6095.00	0.1399
541	6101.39	0.1401
542	6201.00	0.1424
543	6201.00	0.1424
544	6201.00	0.1424
545	6201.00	0.1424
546	6201.00	0.1424
547	6201.00	0.1424
548	6201.00	0.1424
549	6201.00	0.1424
550	6937.00	0.1593
564	6815.00	0.1565
565	6095.00	0.1399
566	6095.00	0.1399
567	6095.00	0.1399
568	6095.00	0.1399

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
569	6095.00	0.1399
570	6095.00	0.1399
571	6095.00	0.1399
572	6095.00	0.1399
573	6095.00	0.1399
574	6095.00	0.1399
575	6095.00	0.1399
576	6095.00	0.1399
577	6095.00	0.1399
578	6095.00	0.1399
579	6861.32	0.1575
580	6861.32	0.1575
581	6095.00	0.1399
582	6095.00	0.1399
583	6095.00	0.1399
584	6095.00	0.1399
585	6095.00	0.1399

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
586	6095.00	0.1399
587	6095.00	0.1399
588	6095.00	0.1399
589	6095.00	0.1399
590	6095.00	0.1399
591	6095.00	0.1399
592	6095.00	0.1399
593	6095.00	0.1399
594	6095.00	0.1399
595	6815.00	0.1565
596	7274.97	0.1670
597	6669.67	0.1531
598	6625.00	0.1521
599	6625.00	0.1521
600	6625.00	0.1521
601	6625.00	0.1521
602	6625.00	0.1521

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
603	6625.00	0.1521
604	6625.00	0.1521
605	6625.00	0.1521
606	6625.00	0.1521
607	7110.83	0.1632
608	7110.83	0.1632
609	7110.83	0.1632
610	7110.83	0.1632
611	7110.83	0.1632
612	7114.10	0.1633
613	6359.96	0.1460
614	6254.00	0.1436
615	6254.00	0.1436
616	6254.00	0.1436
617	7031.08	0.1614



VERSIONS:		REVISIONS:	
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AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT

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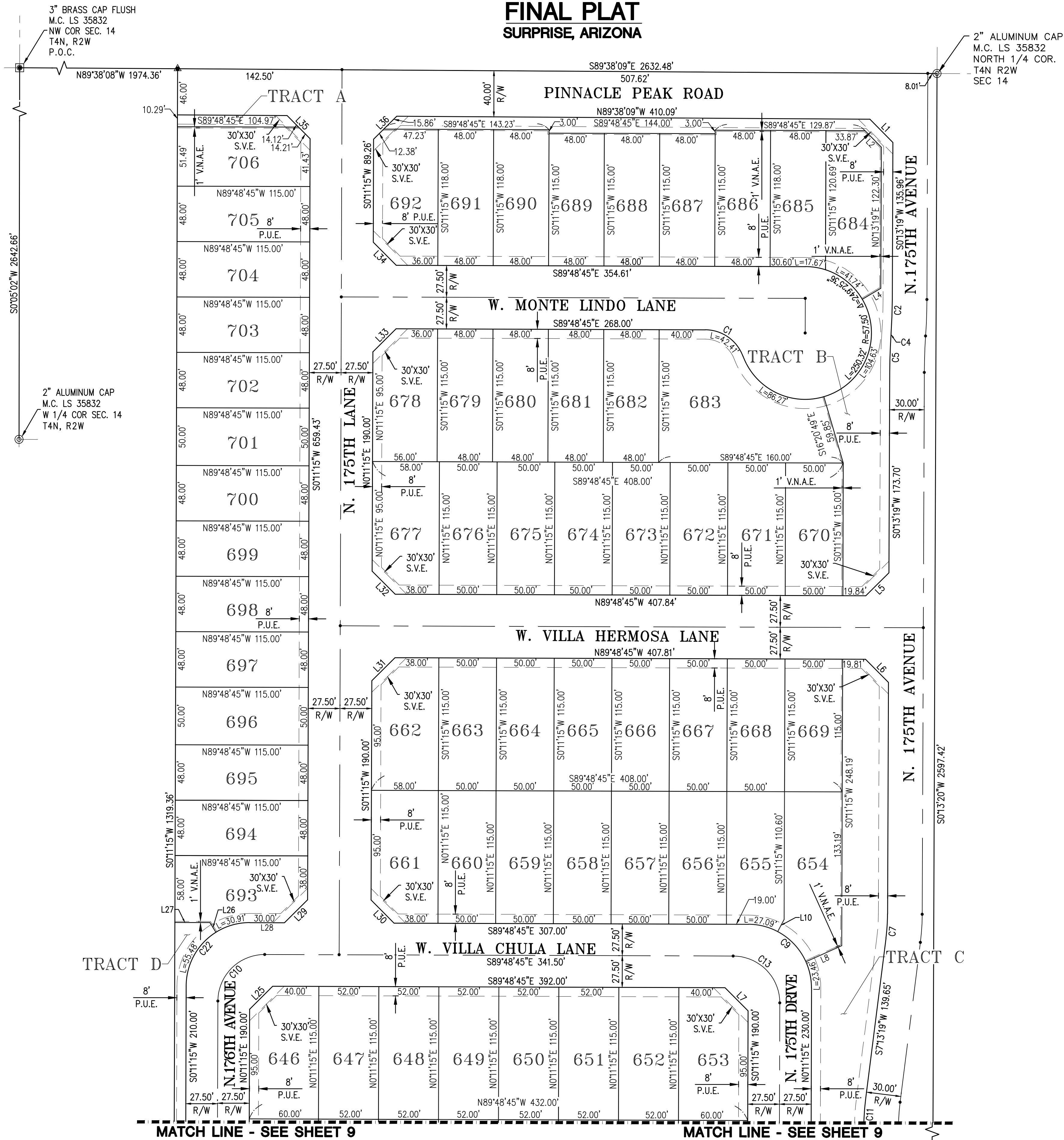
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DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	
ENT. PROJ. #:	171,002
SHEET:	7 OF 9

AUSTIN RANCH EAST
PHASE 1A - PARCEL 14
FINAL PLAT
SURPRISE, ARIZONA

LINE TABLE		
#	LENGTH	BEARING
L1	28.32'	S44°42'25"E
L2	20.09'	N44°42'25"W
L3	30.00'	S00°11'15"W
L4	18.60'	N59°23'31"E
L5	28.29'	N45°12'17"E
L6	28.28'	S44°47'43"E
L7	28.28'	S44°48'45"E
L8	33.97'	S65°44'50"W
L9	28.28'	S45°11'15"W
L10	12.00'	S27°44'53"W
L12	28.29'	S45°12'17"W
L13	29.94'	S48°16'30"E
L14	50.23'	S00°13'19"W
L15	50.30'	N00°13'19"E
L16	21.84'	N55°31'13"E
L17	5.00'	S00°05'02"W
L18	25.96'	S89°54'58"E
L19	28.28'	N44°48'45"W

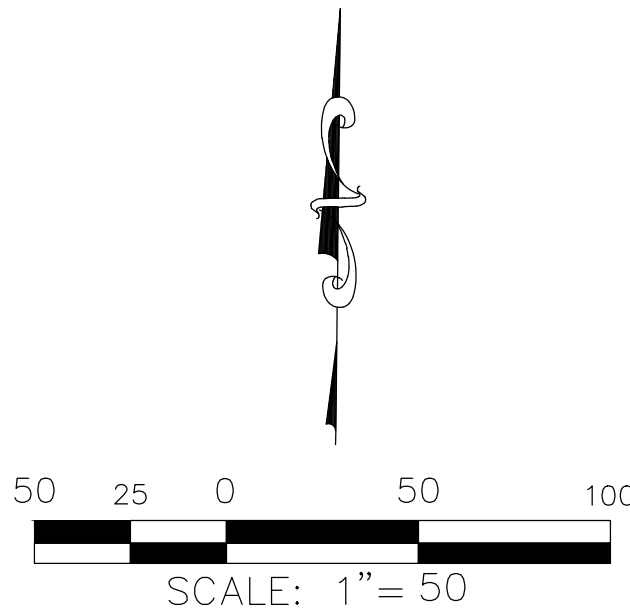
LINE TABLE		
#	LENGTH	BEARING
L20	28.28'	S45°11'15"W
L21	14.14'	N44°48'45"W
L22	37.50'	N89°48'45"W
L23	14.14'	S45°11'52"W
L24	28.28'	S44°48'45"E
L25	28.28'	S45°10'56"W
L26	10.00'	N32°01'01"W
L27	30.36'	N89°48'45"W
L28	30.00'	N89°48'45"W
L29	28.28'	S45°11'15"W
L30	28.28'	S44°48'45"E
L31	28.28'	S45°10'56"W
L32	28.28'	N44°48'45"W
L33	28.28'	S45°11'15"W
L34	28.28'	S44°48'45"E
L35	28.33'	S44°43'40"E
L36	28.24'	S45°16'33"W

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C1	42.41'	35.00'	24.25'	69°26'03"
C2	29.73'	470.00'	14.87'	3°37'27"
C3	31.63'	500.00'	15.82'	3°37'28"
C4	1.36'	530.70'	0.68'	0°08'47"
C5	32.17'	530.70'	16.09'	3°28'23"
C6	31.63'	500.00'	15.82'	3°37'28"
C7	20.77'	170.00'	10.40'	7°00'00"
C8	24.43'	200.00'	12.23'	7°00'00"
C9	86.39'	55.00'	55.00'	90°00'00"
C10	63.62'	40.50'	40.50'	90°00'00"
C11	28.10'	230.00'	14.07'	7°00'00"
C12	24.43'	200.00'	12.23'	7°00'00"
C13	63.62'	40.50'	40.50'	90°00'00"
C14	76.33'	55.00'	45.76'	79°31'14"
C16	20.65'	170.00'	10.34'	6°57'34"
C17	24.29'	200.00'	12.16'	6°57'34"
C18	42.88'	55.00'	22.59'	44°39'54"
C19	86.39'	55.00'	55.00'	90°00'00"
C20	63.62'	40.50'	40.50'	89°59'59"
C21	63.62'	40.50'	40.50'	90°00'00"
C22	86.39'	55.00'	55.00'	90°00'00"

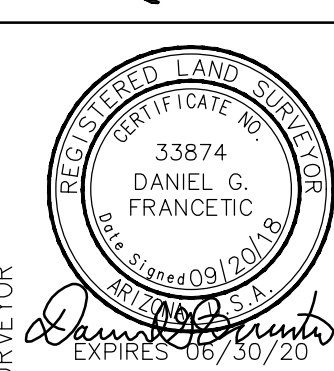


LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- FEMA FLOODPLAIN
- LOT CORNER
- PROPERTY CORNER—SET 1/2" REBAR W/CAP "RLS 33874"
- MONUMENT
- FOUND ALUMINUM CAP FLUSH
- SET ALUMINUM CAP ON PIPE AS DESCRIBED IN ARS 33-103
- FOUND BRASS CAP FLUSH
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- CALCULATED POSITION
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EXT. PROJ. #:	171.002
SHEET:	8 OF 9

AUSTIN RANCH EAST
PHASE 1A - PARCEL 14
FINAL PLAT
SURPRISE, ARIZONA

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 14	969724.33	22.2618

RIGHT OF WAY AREA TABLE			
R/W	AREA(SF)	AREA(AC)	USE
ROW	322618.53	7.4063	PUBLIC INGRES & EGRESS

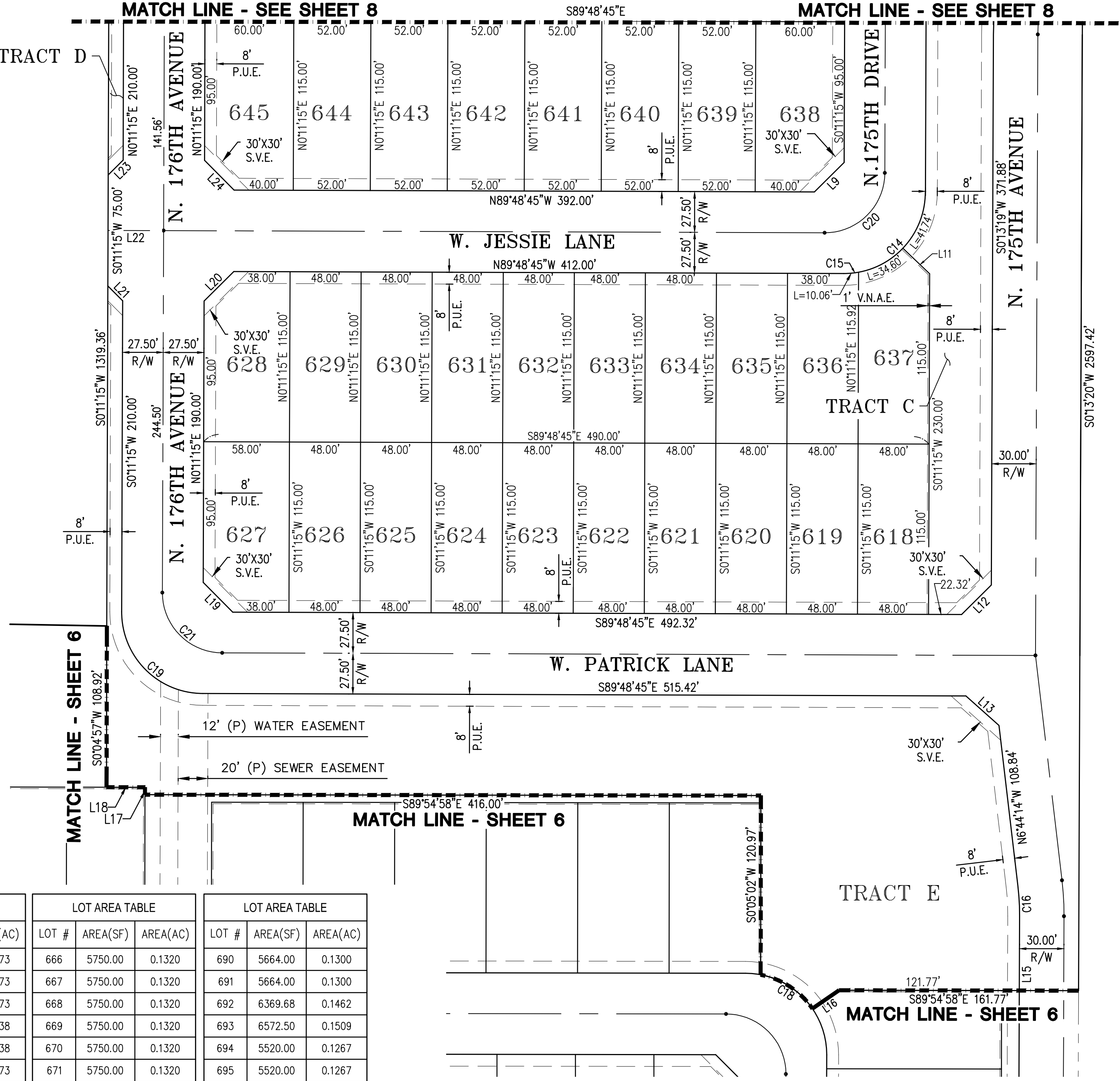
TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT A	1013.59	0.0233	OPEN SPACE, P.U.E., S.V.E.
TRACT B	15711.44	0.3607	OPEN SPACE, RETENTION, P.U.E., S.V.E.
TRACT C	35333.45	0.8111	OPEN SPACE, RETENTION, P.U.E., S.V.E.
TRACT D	3246.67	0.0745	OPEN SPACE, P.U.E., S.V.E.
TRACT E	66796.43	1.5334	OPEN SPACE, RETENTION, P.U.E., S.V.E.

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
618	5520.00	0.1267
619	5520.00	0.1267
620	5520.00	0.1267
621	5520.00	0.1267
622	5520.00	0.1267
623	5520.00	0.1267
624	5520.00	0.1267
625	5520.00	0.1267
626	5520.00	0.1267
627	6470.00	0.1485
628	6470.00	0.1485
629	5520.00	0.1267
630	5520.00	0.1267
631	5520.00	0.1267
632	5520.00	0.1267
633	5520.00	0.1267
634	5520.00	0.1267
635	5520.00	0.1267
636	5523.05	0.1268
637	5883.79	0.1351
638	6700.00	0.1538
639	5980.00	0.1373
640	5980.00	0.1373
641	5980.00	0.1373

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
642	5980.00	0.1373
643	5980.00	0.1373
644	5980.00	0.1373
645	6700.00	0.1538
646	6699.96	0.1538
647	5980.00	0.1373
648	5980.00	0.1373
649	5980.00	0.1373
650	5980.00	0.1373
651	5980.00	0.1373
652	5980.00	0.1373
653	6700.00	0.1538
654	6926.67	0.1590
655	5806.80	0.1333
656	5750.00	0.1320
657	5750.00	0.1320
658	5750.00	0.1320
659	5750.00	0.1320
660	5750.00	0.1320
661	6470.00	0.1485
662	6469.96	0.1485
663	5750.00	0.1320
664	5750.00	0.1320
665	5750.00	0.1320

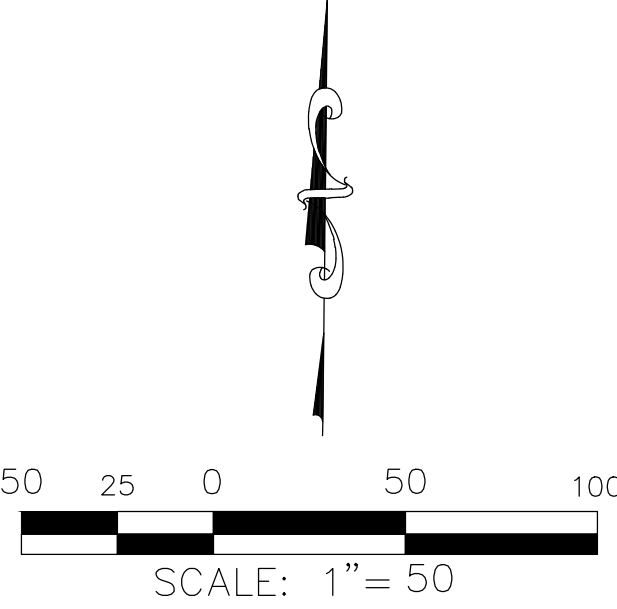
LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
666	5750.00	0.1320
667	5750.00	0.1320
668	5750.00	0.1320
669	5750.00	0.1320
670	5750.00	0.1320
671	5750.00	0.1320
672	5750.00	0.1320
673	5750.00	0.1320
674	5750.00	0.1320
675	5750.00	0.1320
676	5750.00	0.1320
677	6470.00	0.1485
678	6239.96	0.1432
679	5520.00	0.1267
680	5520.00	0.1267
681	5520.00	0.1267
682	5520.00	0.1267
683	13075.82	0.3002
684	6327.60	0.1453
685	5679.48	0.1304
686	5664.00	0.1300
687	5520.00	0.1267
688	5520.00	0.1267
689	5520.00	0.1267

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
690	5664.00	0.1300
691	5664.00	0.1300
692	6369.68	0.1462
693	6572.50	0.1509
694	5520.00	0.1267
695	5520.00	0.1267
696	5750.00	0.1320
697	5520.00	0.1267
698	5520.00	0.1267
699	5520.00	0.1267
700	5520.00	0.1267
701	5750.00	0.1320
702	5520.00	0.1267
703	5520.00	0.1267
704	5520.00	0.1267
705	5520.00	0.1267
706	5870.99	0.1348



LEGEND

- | | |
|---|---|
|  | PROPERTY BOUNDARY |
|  | RIGHT OF WAY LINE |
|  | CENTER LINE |
|  | EASEMENT |
|  | LOT LINE |
|  | FEMA FLOODPLAIN |
|  | LOT CORNER |
|  | PROPERTY CORNER—SET
1/2" REBAR W/CAP "RLS 33874" |
|  | MONUMENT |
|  | FOUND BRASS CAP FLUSH |
|  | FOUND BRASS CAP IN HAND HOLE |
|  | CALCULATED POSITION |
| CL | CENTER LINE |
| C.O.S. | CITY OF SURPRISE |
| BSL | BUILDING SETBACK LINE |
| (P) | PROPOSED |
| POB | POINT OF BEGINNING |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT OF WAY |
| SVE | SIGHT VISIBILITY EASEMENT |



Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc. 

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DESIGN:	EM
DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	----
INT. PROJ #:	171.002
SHEET: 9	OF: 9

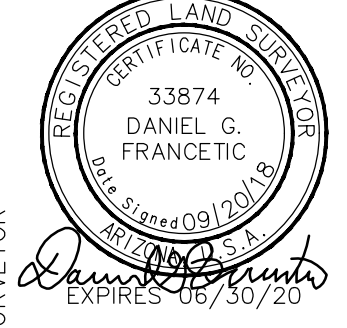
AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT

REVISIONS:

VERSIONS:

2000

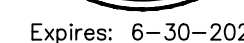


 **EntellusTM**
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PLANTING PLAN
AUSTIN RANCH EAST - PHASE 1A

NWC OF WILLIAMS ROAD AND 175TH AVE

PREPARED FOR: COURT AND HOMES

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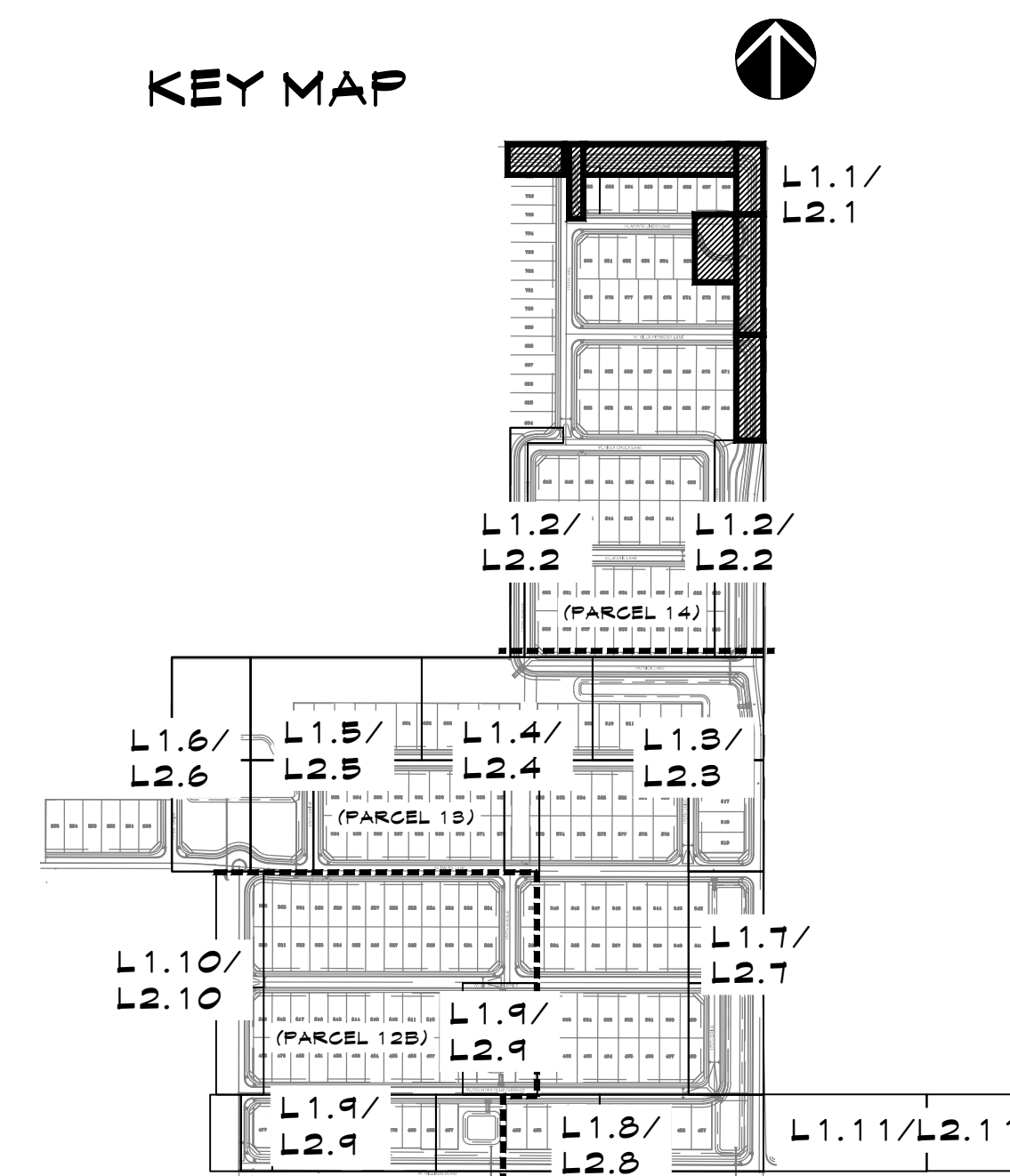
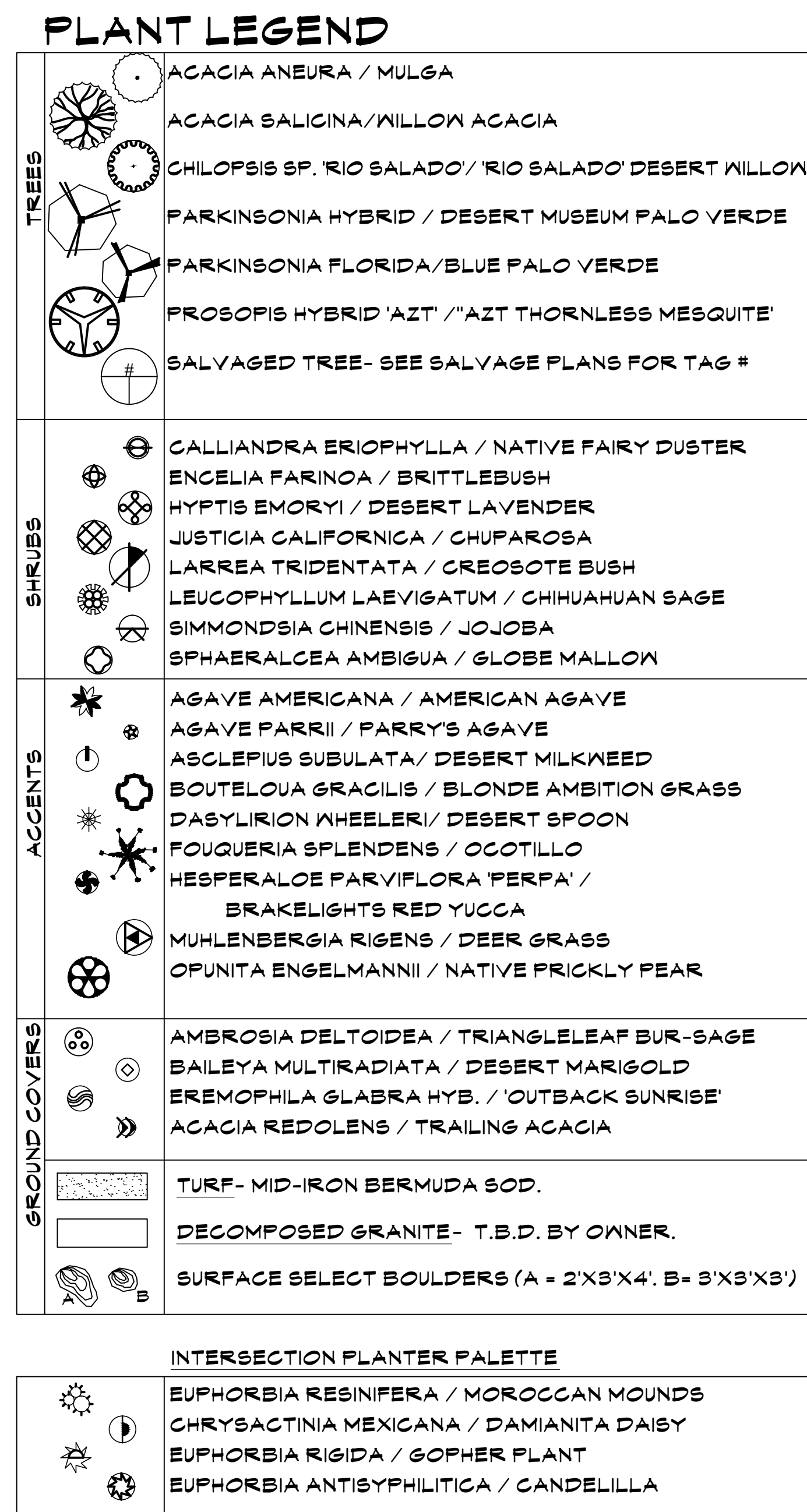
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JOB NO. 17-27
DATE: 08-29-2018
DRAWN BY: NA
CHECKED BY: TM

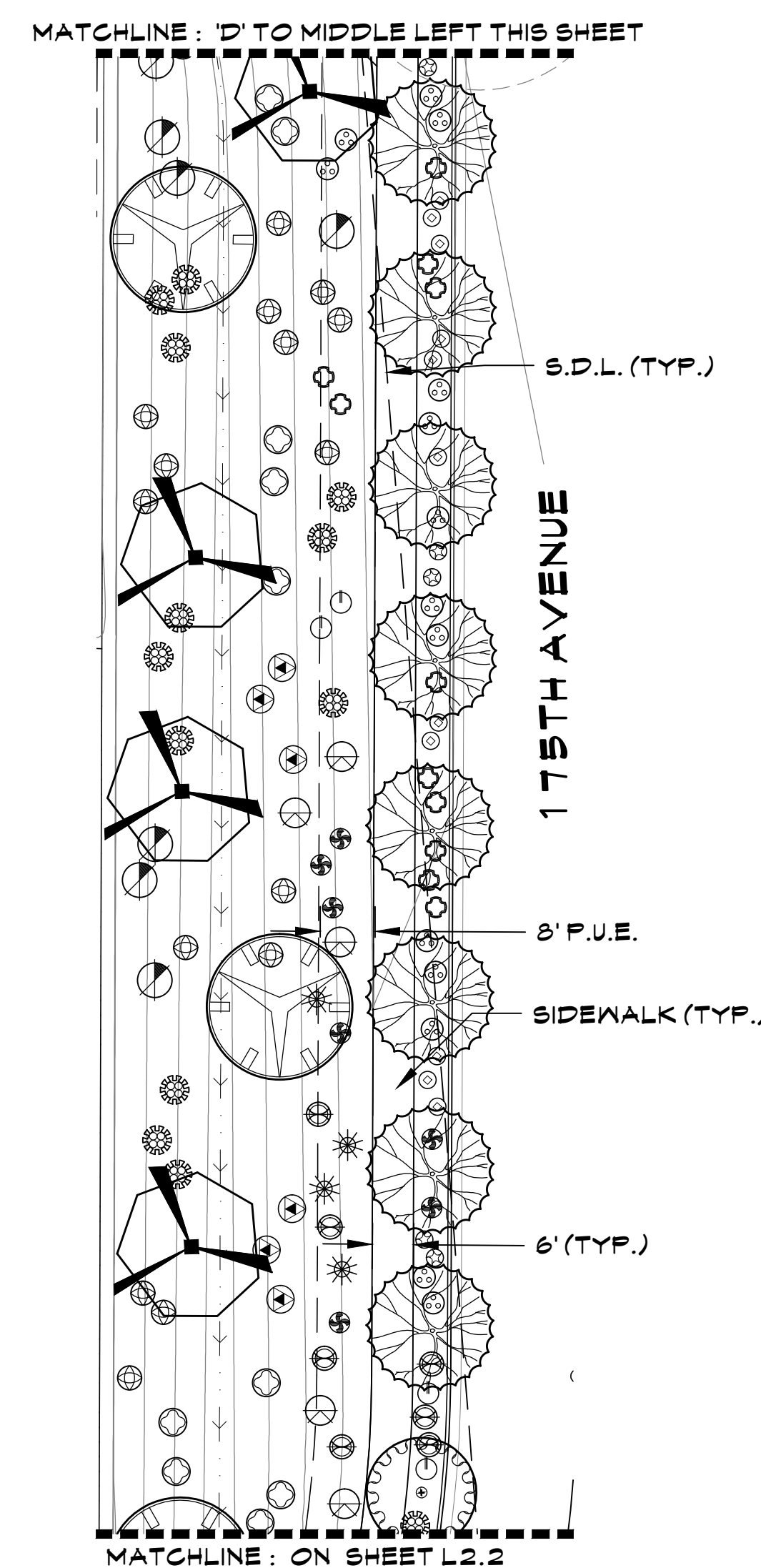
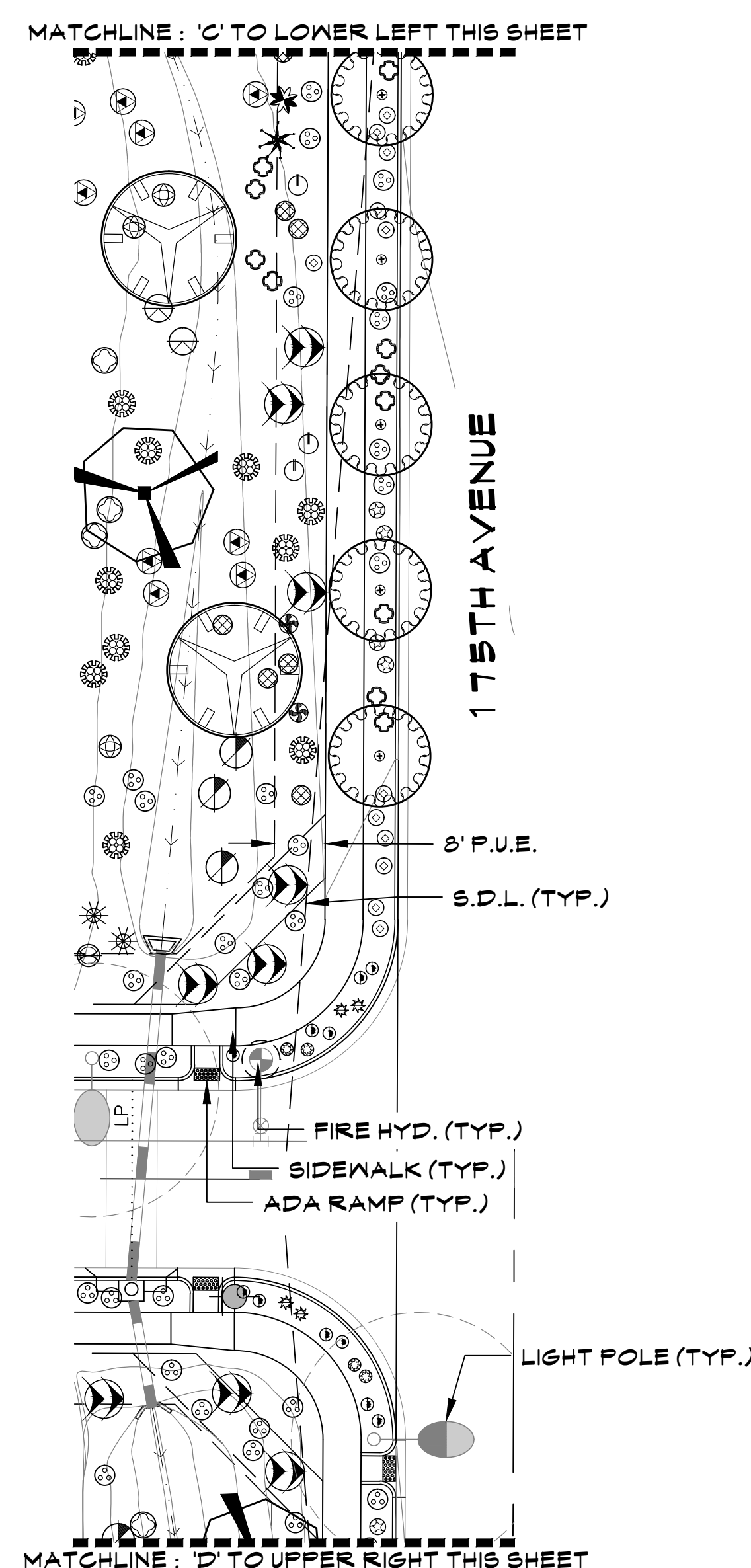
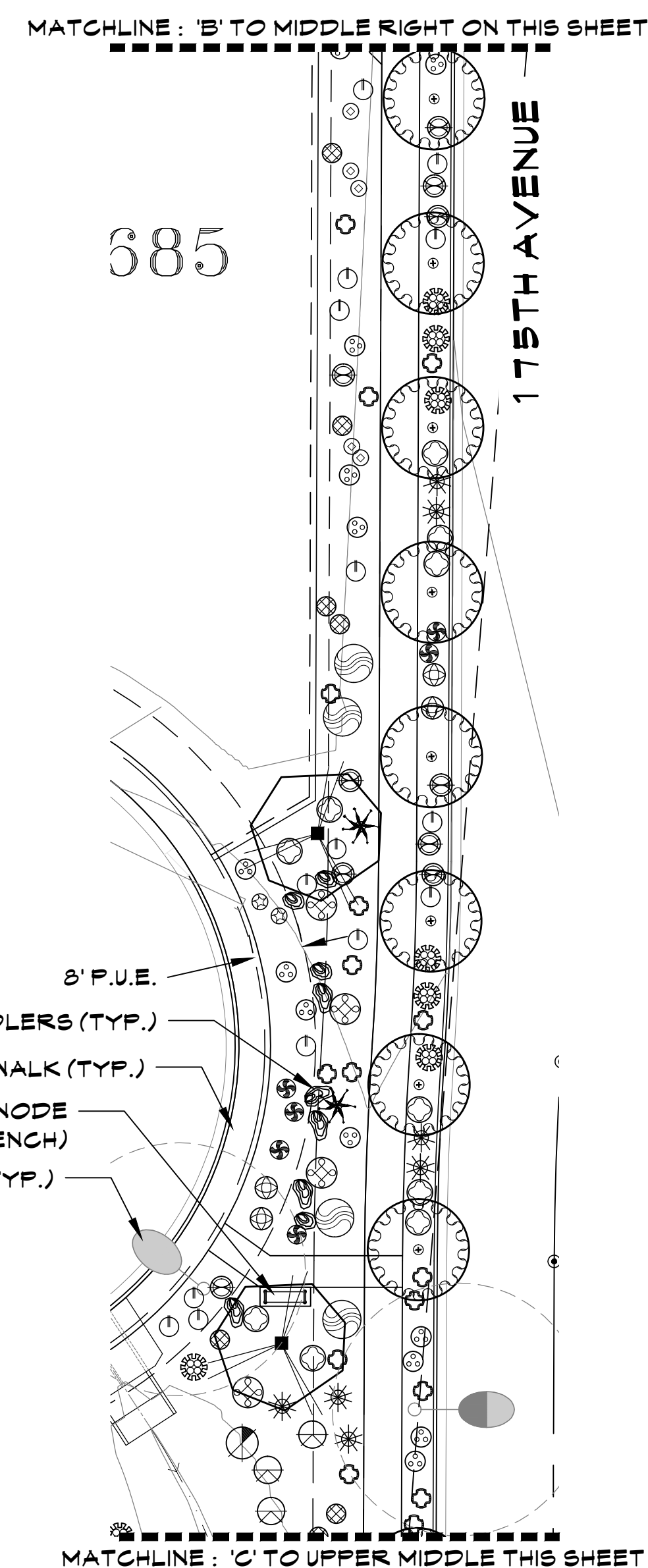
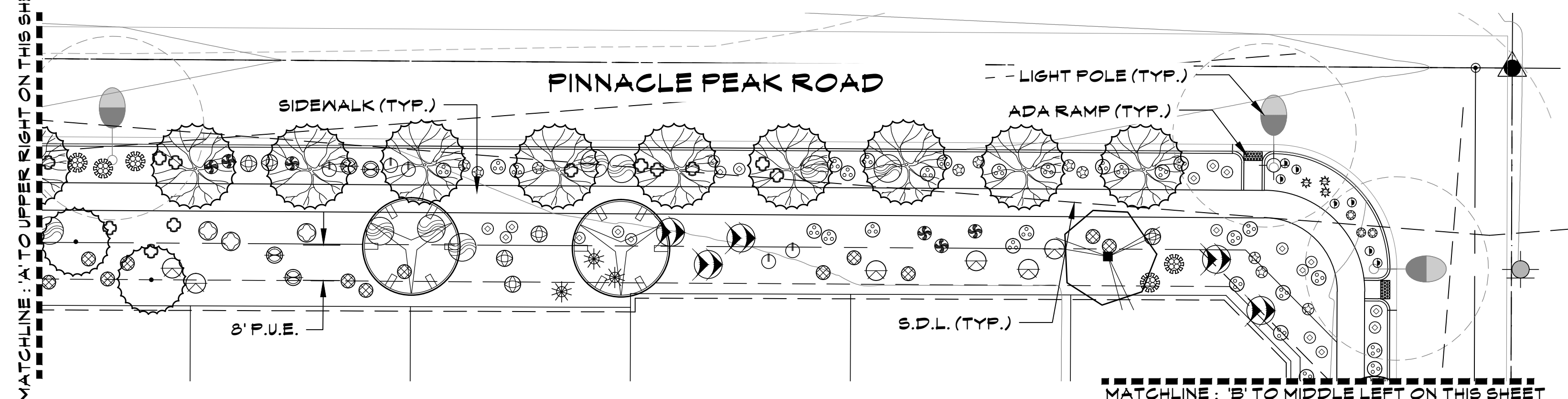
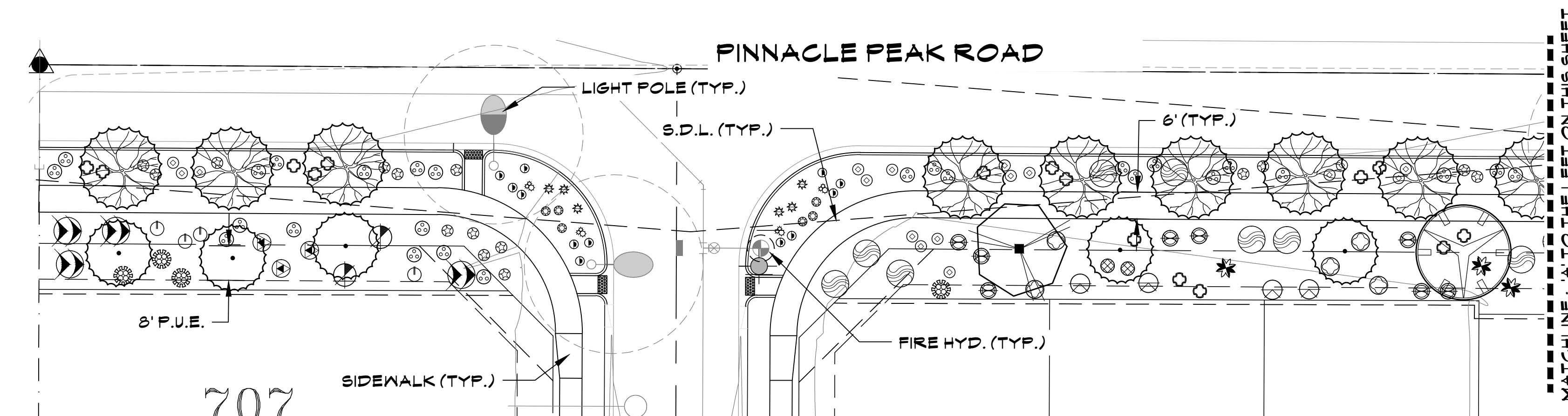
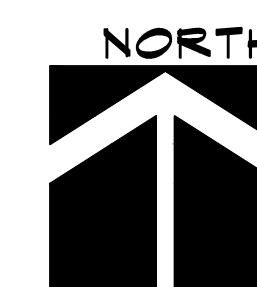
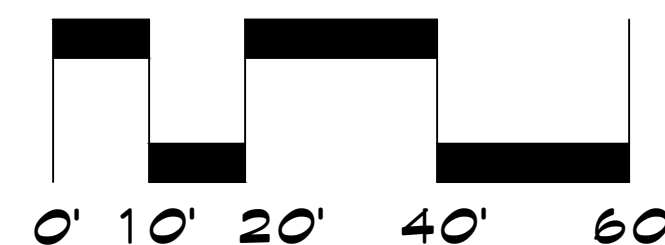
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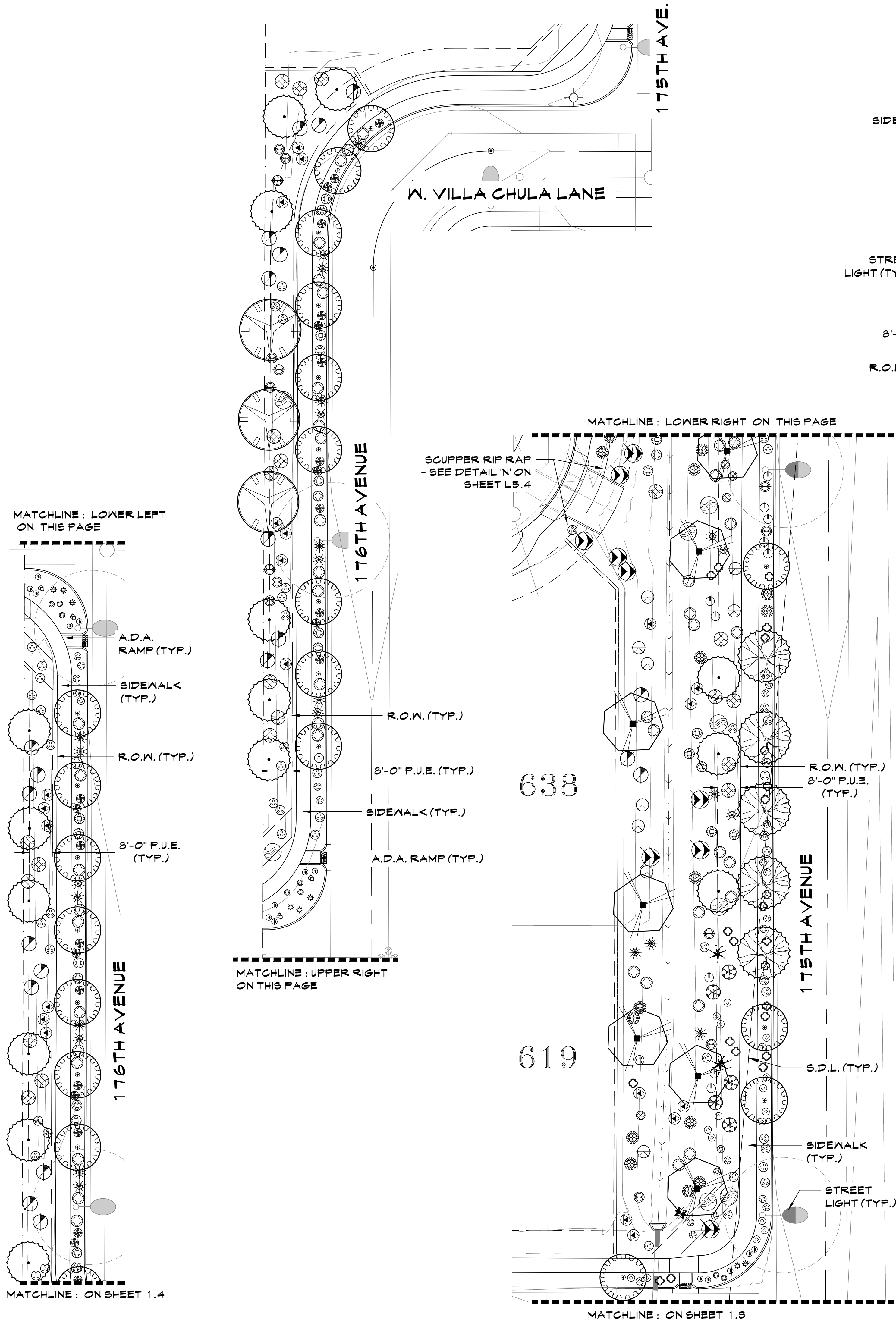
SHEET NO.
L 1.1

2 OF 31



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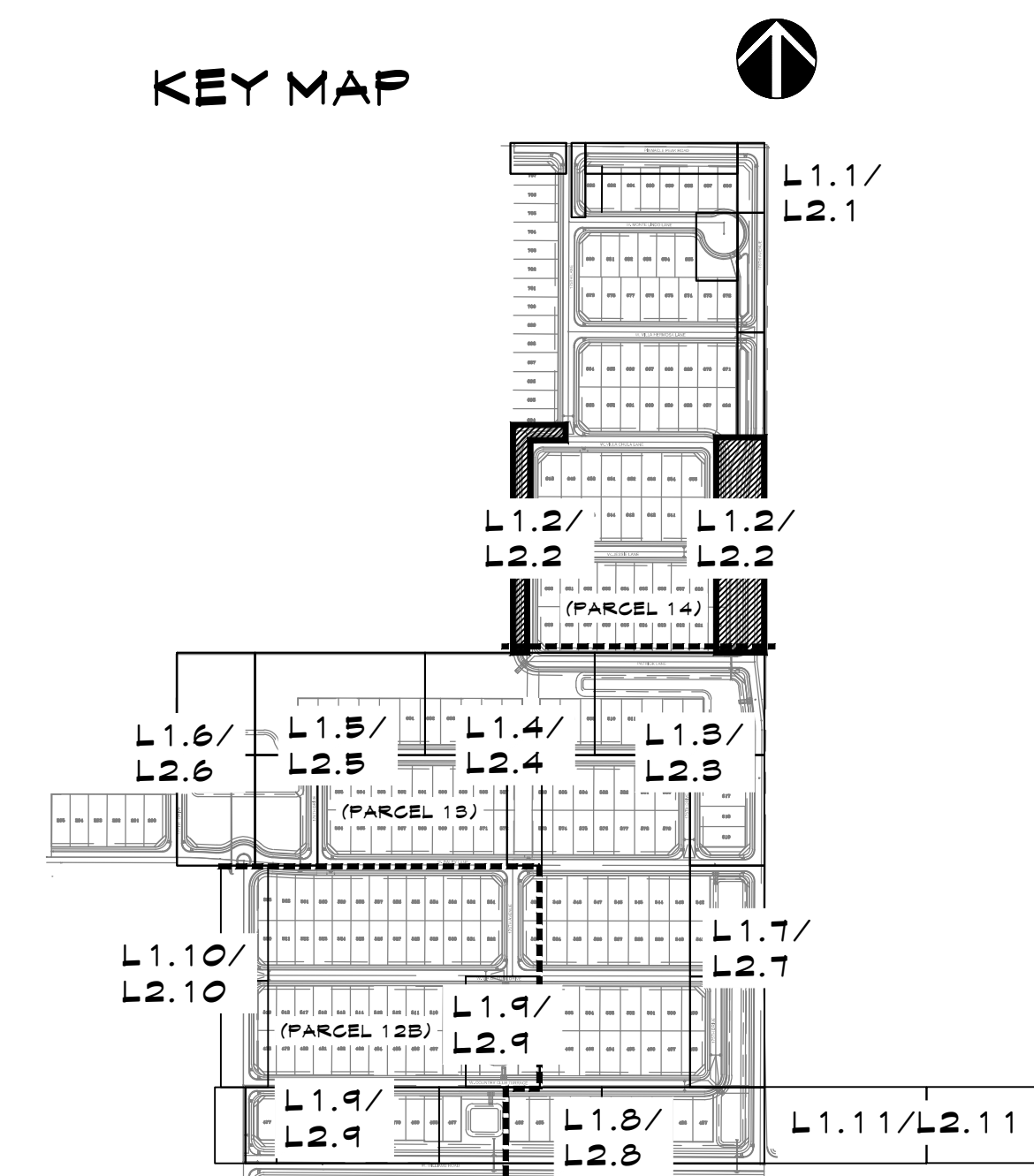




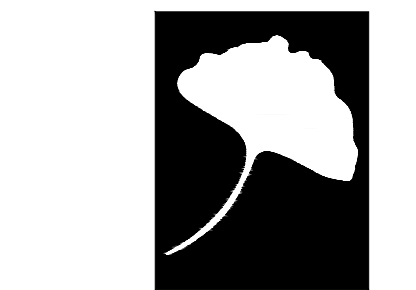
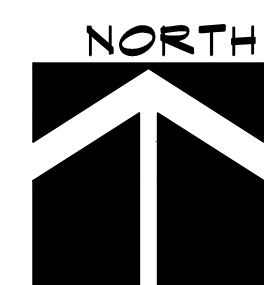
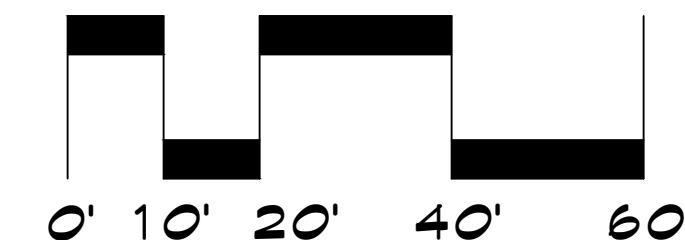
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIRION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE		FOUGUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'FERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"

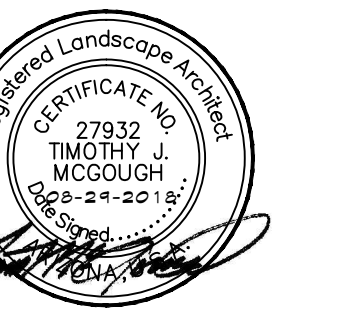


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85028

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602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A

NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

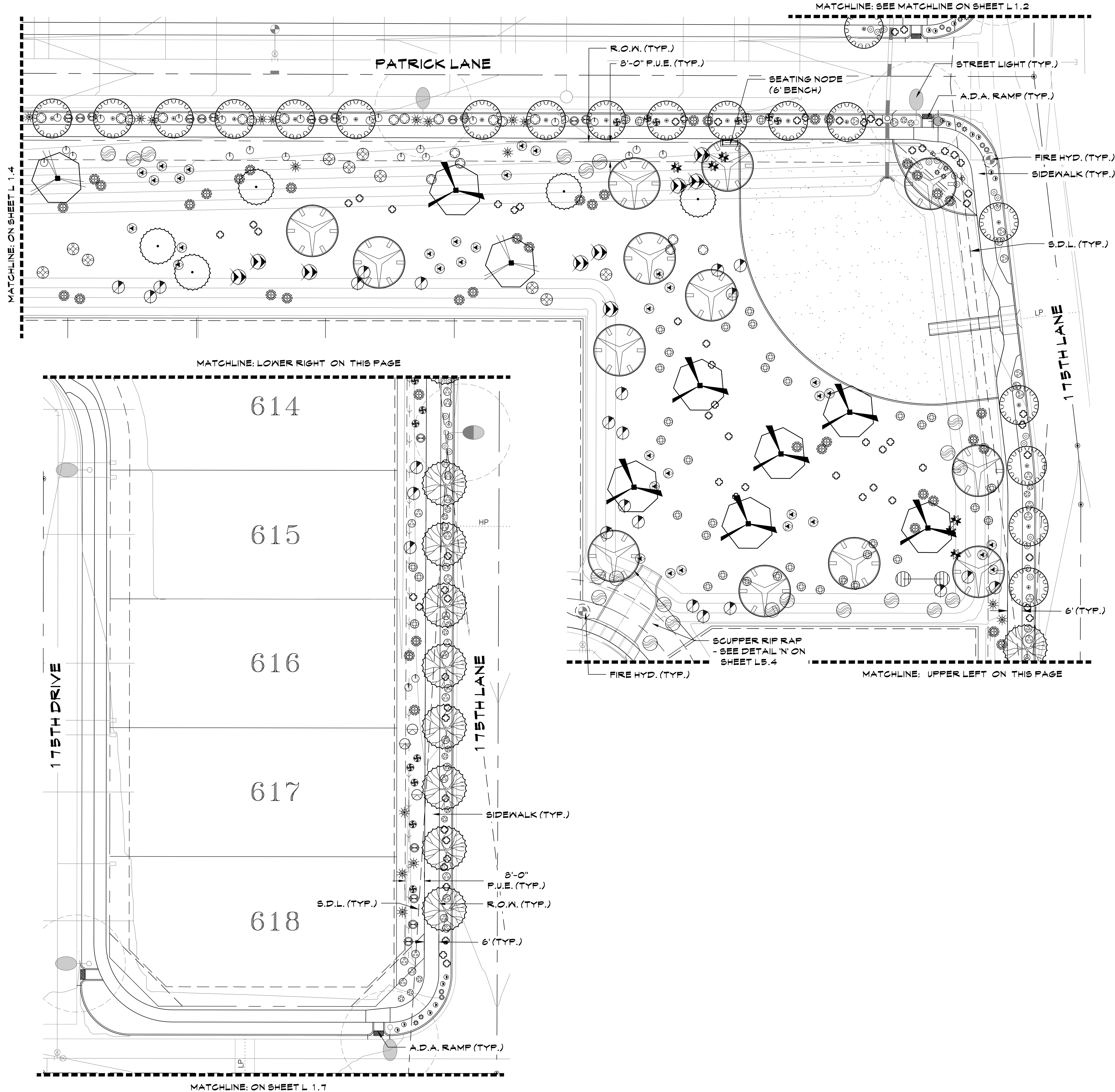
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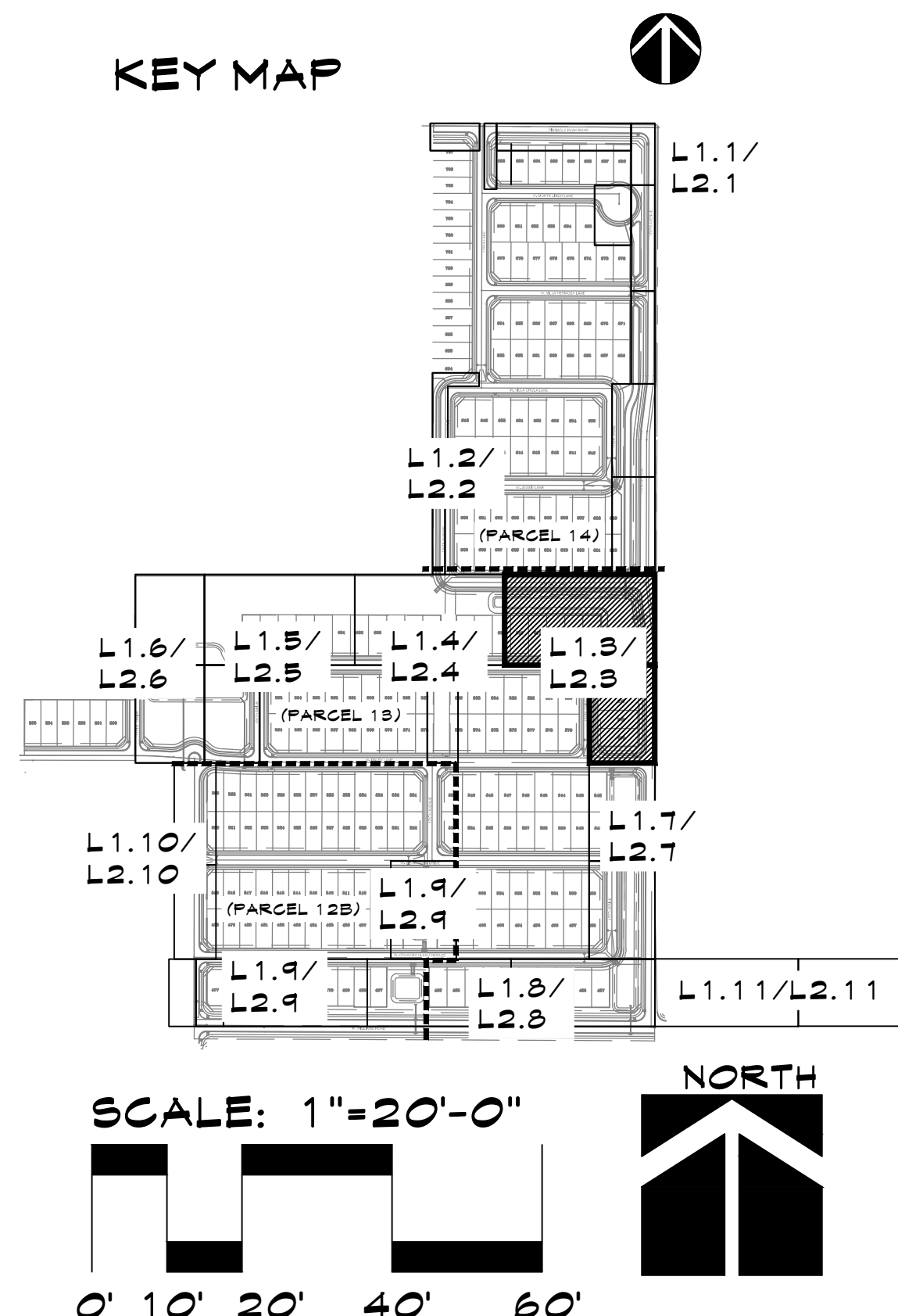
REVISIONS:

SHEET NO.
L 1.2



PLANT LEGEND

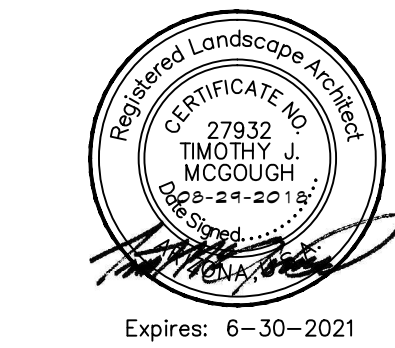
TREES	ACACIA ANEURA / MULGA
	ACACIA SALICINA / WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
SHRUBS	PARKINSONIA FLORIDA / BLUE PALO VERDE
	PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
	SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
ACCENTS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
	ENCELIA FARINOA / BRITTLEBUSH
	HYPTIS EMORYI / DESERT LAVENDER
	JUSTICIA CALIFORNICA / CHUPAROSA
GROUND COVERS	LARREA TRIDENTATA / CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS / JOJOBA
	SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS	AGAVE AMERICANA / AMERICAN AGAVE
	AGAVE FARRII / FARRY'S AGAVE
	ASCLEPIUS SUBULATA / DESERT MILKWEED
	BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
GROUND COVERS	DASYLIRON WHEELERI / DESERT SPOON
	FOUQUERIA SPLENDENS / OCOTILLO
	HESPERALOE PARVIFLORA 'FERPA' /
	BRAKELIGHTS RED YUCCA
GROUND COVERS	MUHLENBERGIA RIGENS / DEER GRASS
	OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
	BAILEYA MULTIRADIATA / DESERT MARIGOLD
	EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
	ACACIA REDOLENS / TRAILING ACACIA
GROUND COVERS	TURF- MID-IRON BERMUDA SOD.
	DECOMPOSED GRANITE- T.B.D. BY OWNER.
	SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
GROUND COVERS	INTERSECTION PLANTER PALETTE
	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
	EUPHORBIA RIGIDA / GOPHER PLANT
GROUND COVERS	EUPHORBIA ANTISYPHILITICA / CANDELILLA



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PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A NWC OF WILLIAMS ROAD AND 175TH AVE. SURPRISE, ARIZONA PREPARED FOR: COURTLAND HOMES

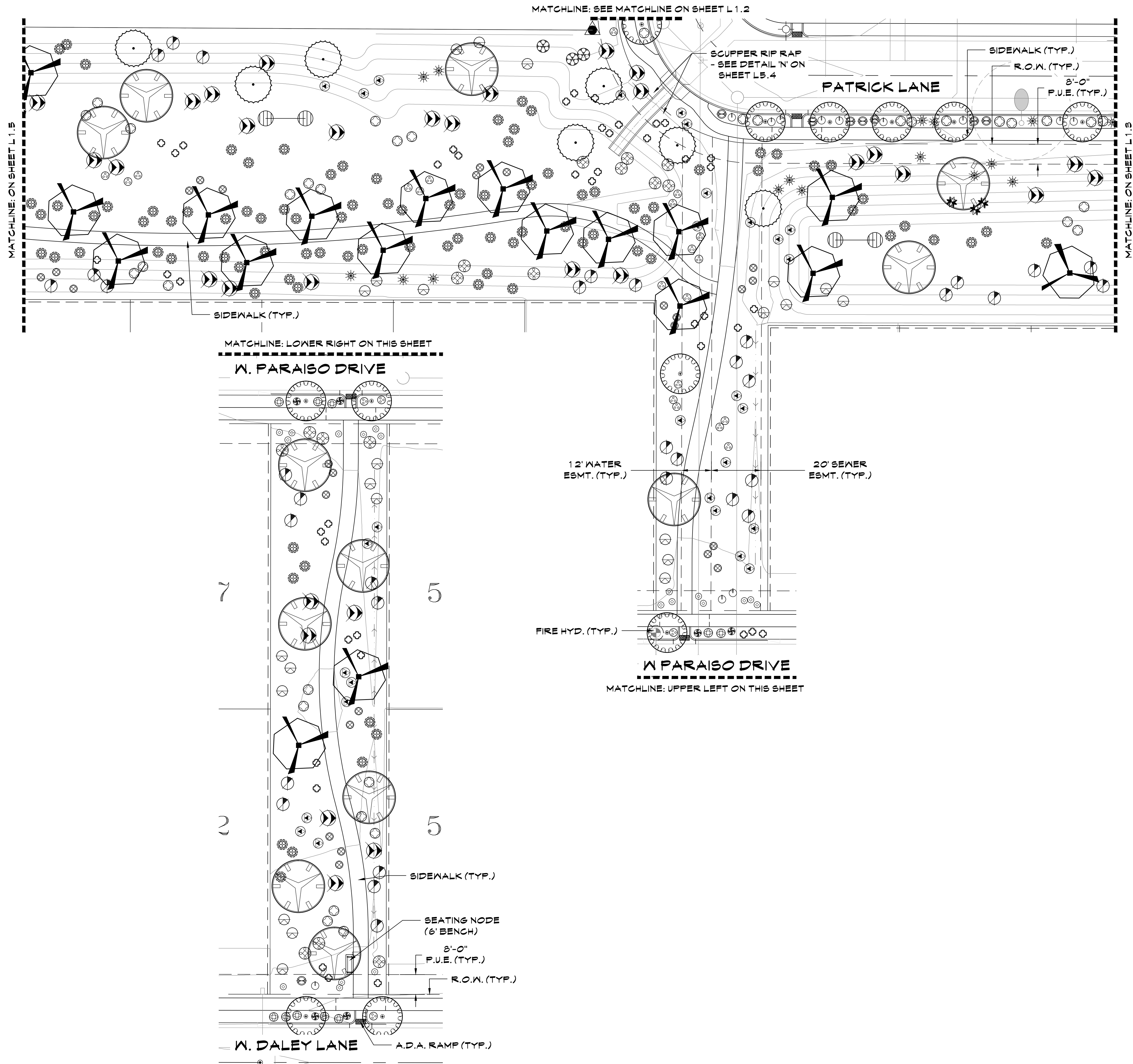
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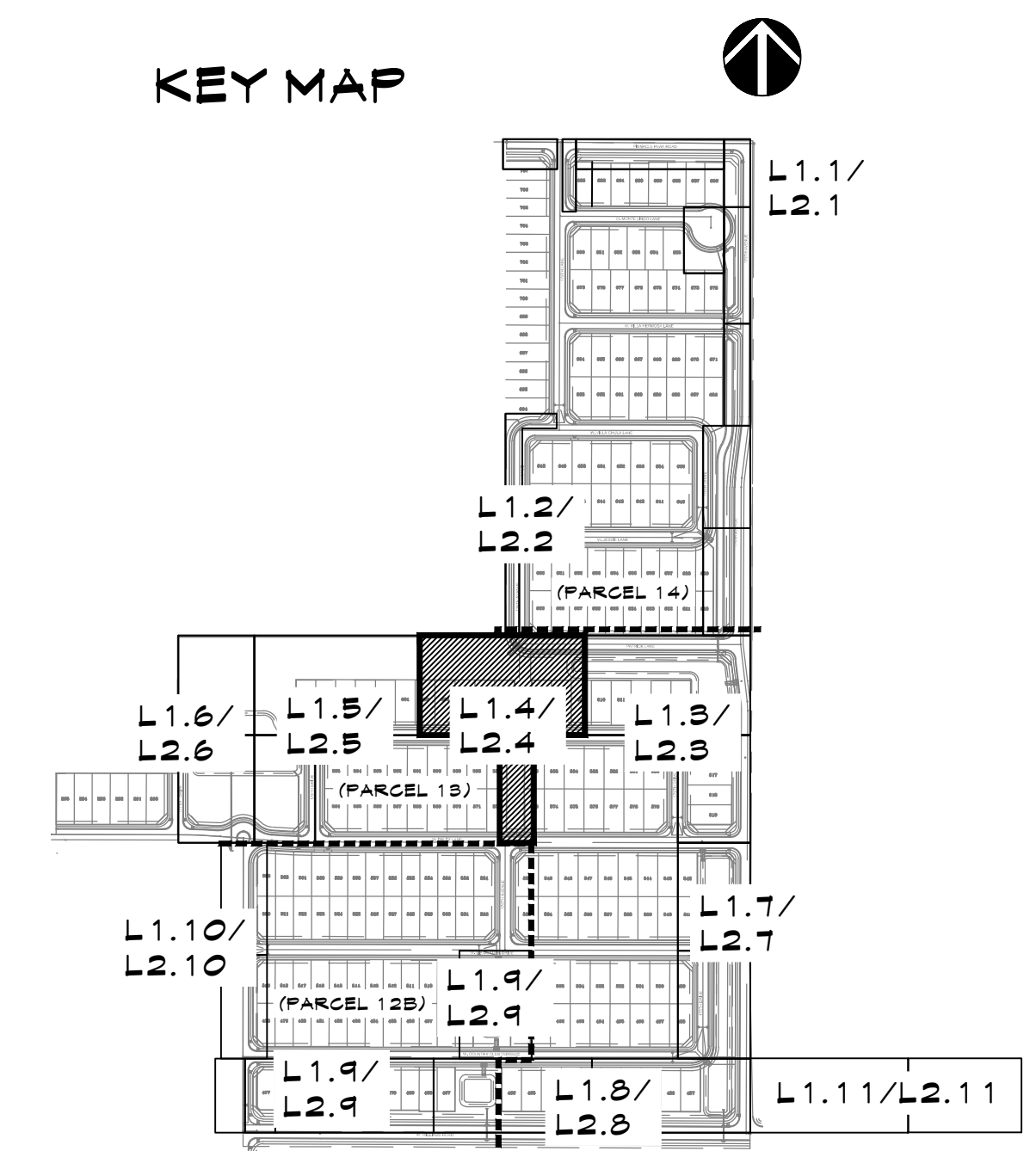
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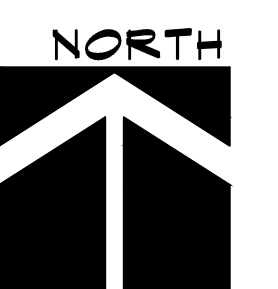
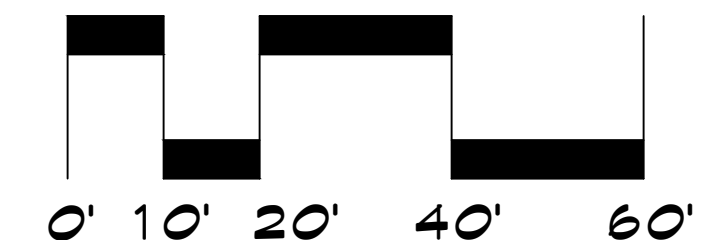
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHIOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE - SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRYI / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIIRION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERFA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
GROUND COVERS		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF - MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE - T.B.D. BY OWNER.
INTERSECTION PLANTER PALETTE		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A

NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

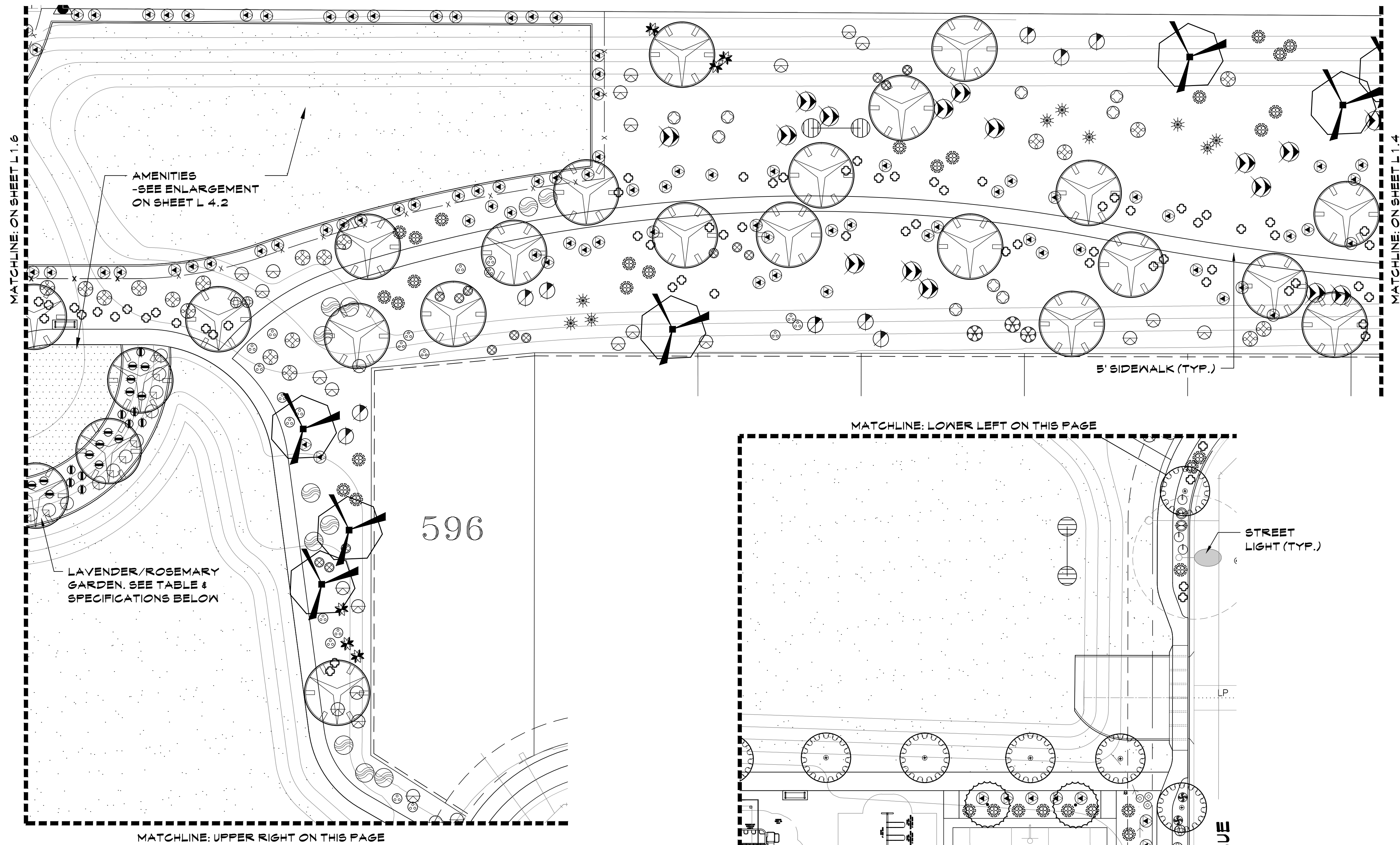
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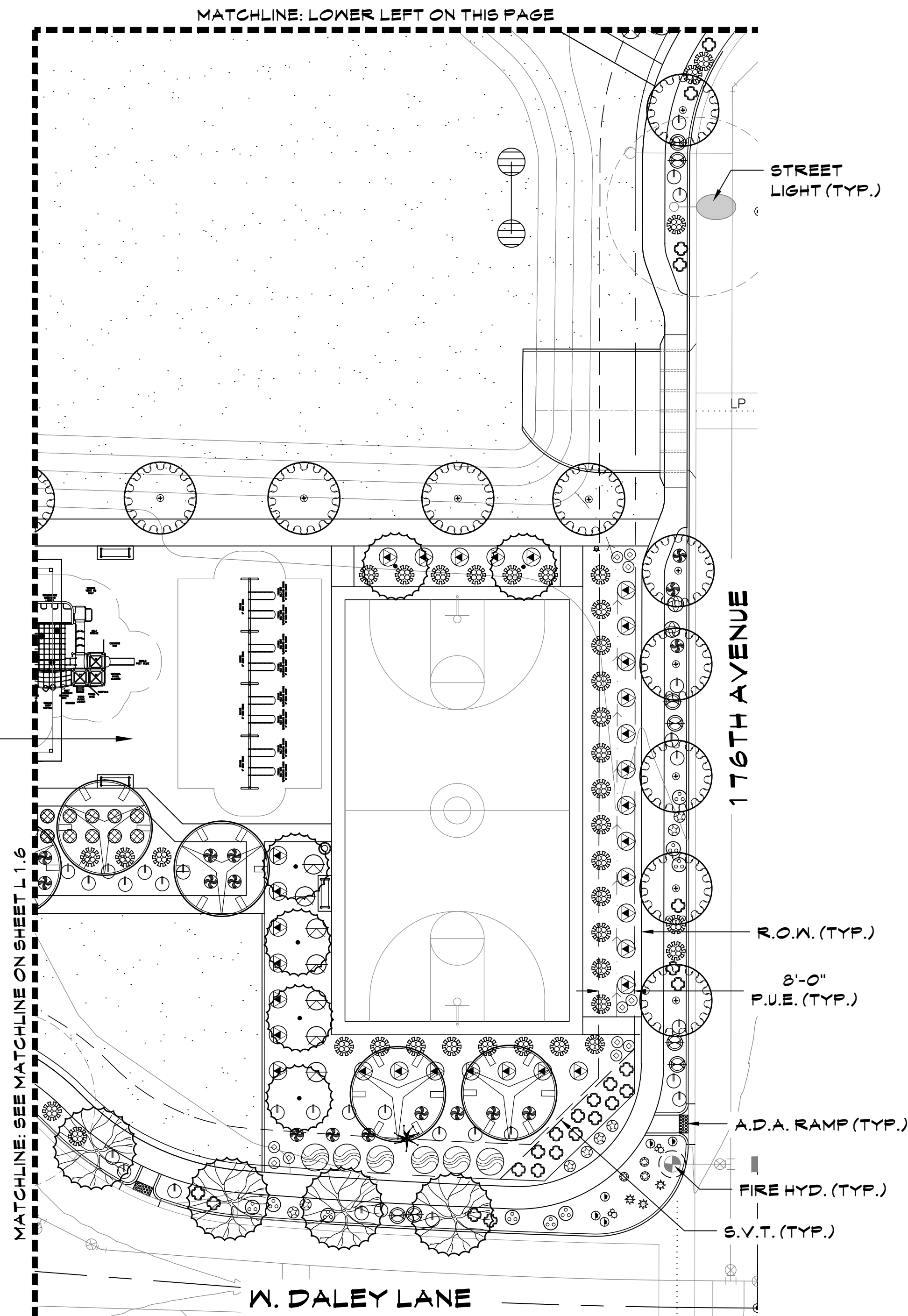
SHEET NO.
L1.4



LAVENDER/ROSEMARY GARDEN LEGEND		QTY.	SIZE
	LAVANDULA MULTIFIDA - FERN LEAF LAVENDER	20	5 GAL.
	LAVANDULA STOECHAS - SPANISH LAVENDER	17	5 GAL.
	ROSMARINUS HYBRID 'HUNTINGTON CARPET'	17	5 GAL.

- LAVENDER/ROSEMARY GARDEN NOTES:**
1. LAVENDER AND ROSEMARY GARDEN TO BE PLANTED IN EARLY FALL OR EARLY SPRING. DO NOT INSTALL DURING THE MIDDLE OF WINTER SEASON OR ANY TIME DURING THE MIDDLE/LATE SUMMER.
 2. ENSURE THAT THE LAVENDER/ROSEMARY GARDEN IS ISOLATED ON A SEPARATE IRRIGATION VALVE FROM THE REST OF THE SHRUBS AND GROUND COVERS WITHIN THE AREA.
 3. GARDEN REQUIRES A VERY WELL DRAINED SOIL. BACKFILL FOR BOTH LAVENDER AND ROSEMARY PLANTS TO BE 1/2 PART NATIVE SOIL AND 1/2 PART SAND. PRE-MIX SOIL PARTS PRIOR TO BACKFILL.
 4. GARDEN TO BE PLANTED LATE IN THE CONSTRUCTION SCHEDULE, AFTER THE SURROUNDING LANDSCAPE AREAS ARE COMPLETED.

AMENITIES
-SEE ENLARGEMENT
ON SHEET L 4.1



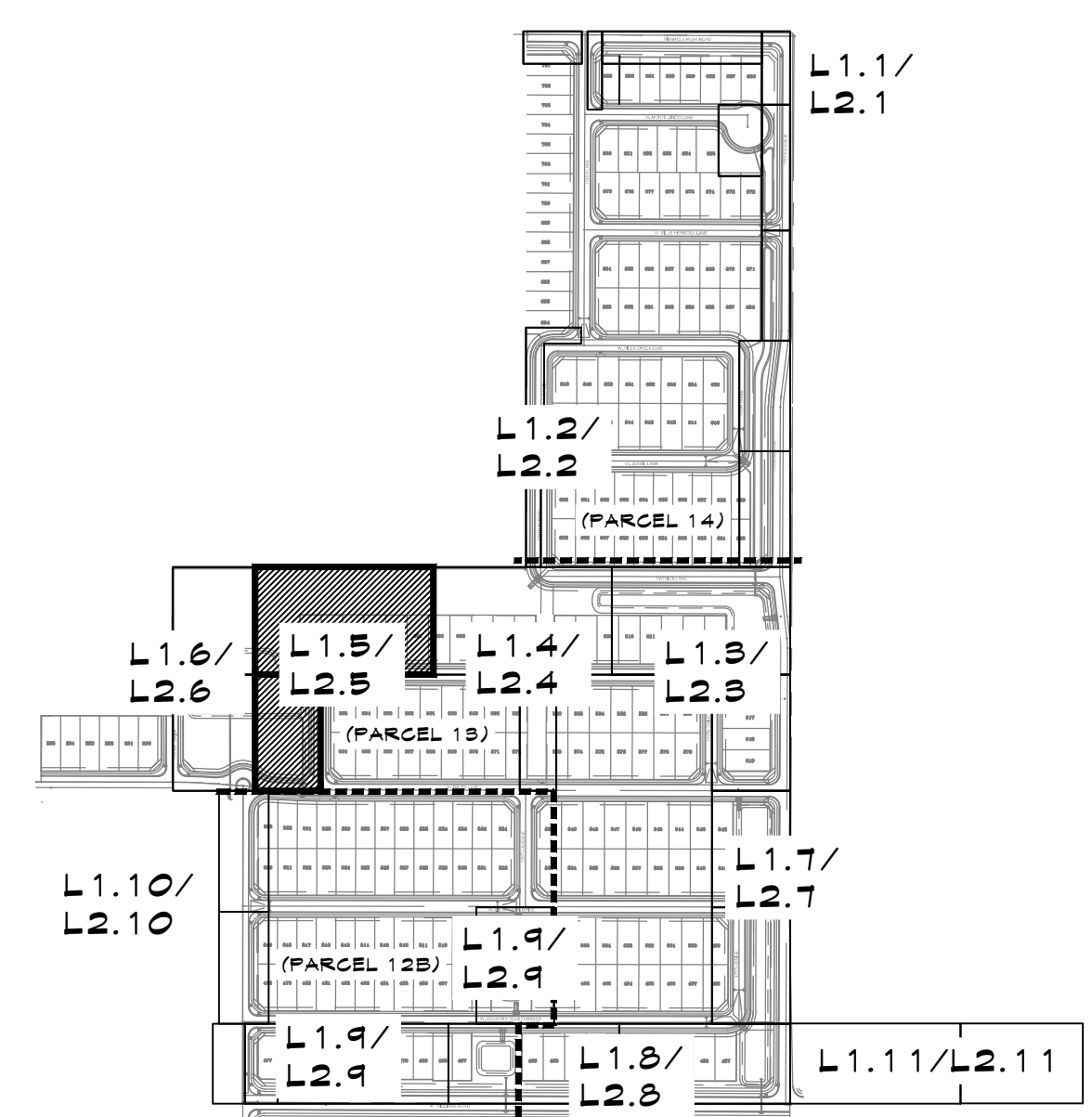
PLANT LEGEND

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		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
	SHRUBS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUFAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
	ACCENTS	SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
	GROUND COVERS	DASYLIRION WHEELERI / DESERT SPOON
		FOUQUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNTA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')

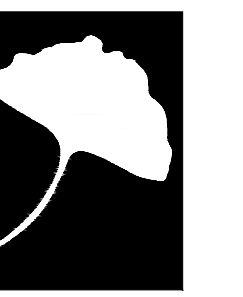
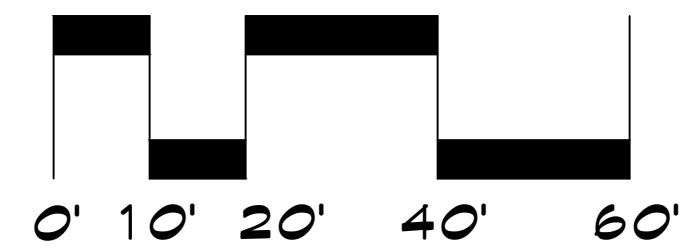
INTERSECTION PLANTER PALETTE

	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
	EUPHORBIA RIGIDA / GOPHER PLANT
	EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"

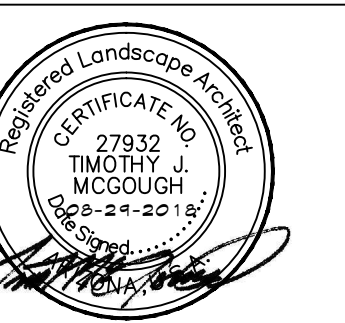


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PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A

NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

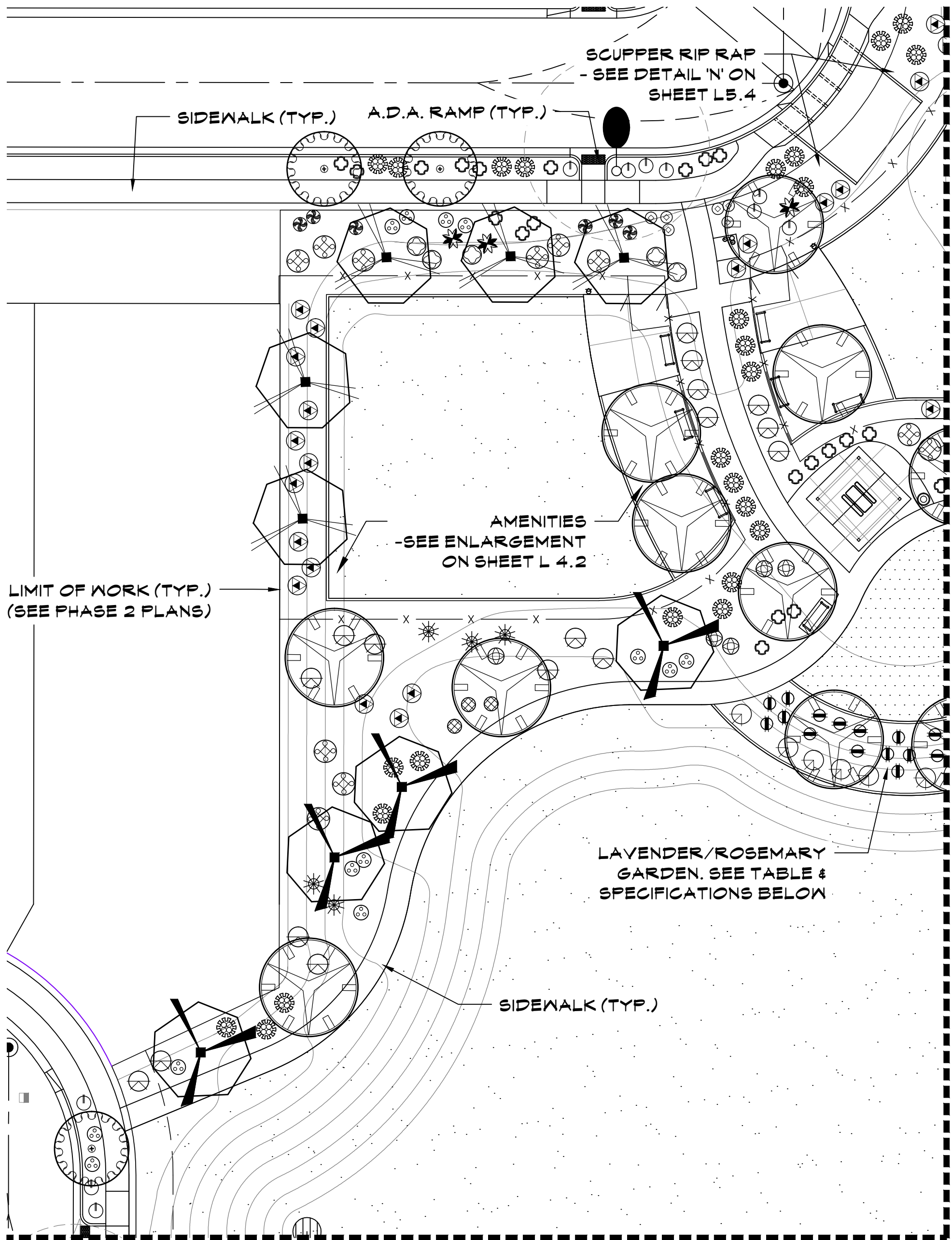
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DATE: 08-29-2018
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CHECKED BY: TM

REVISIONS:

SHEET NO.
L 1.5

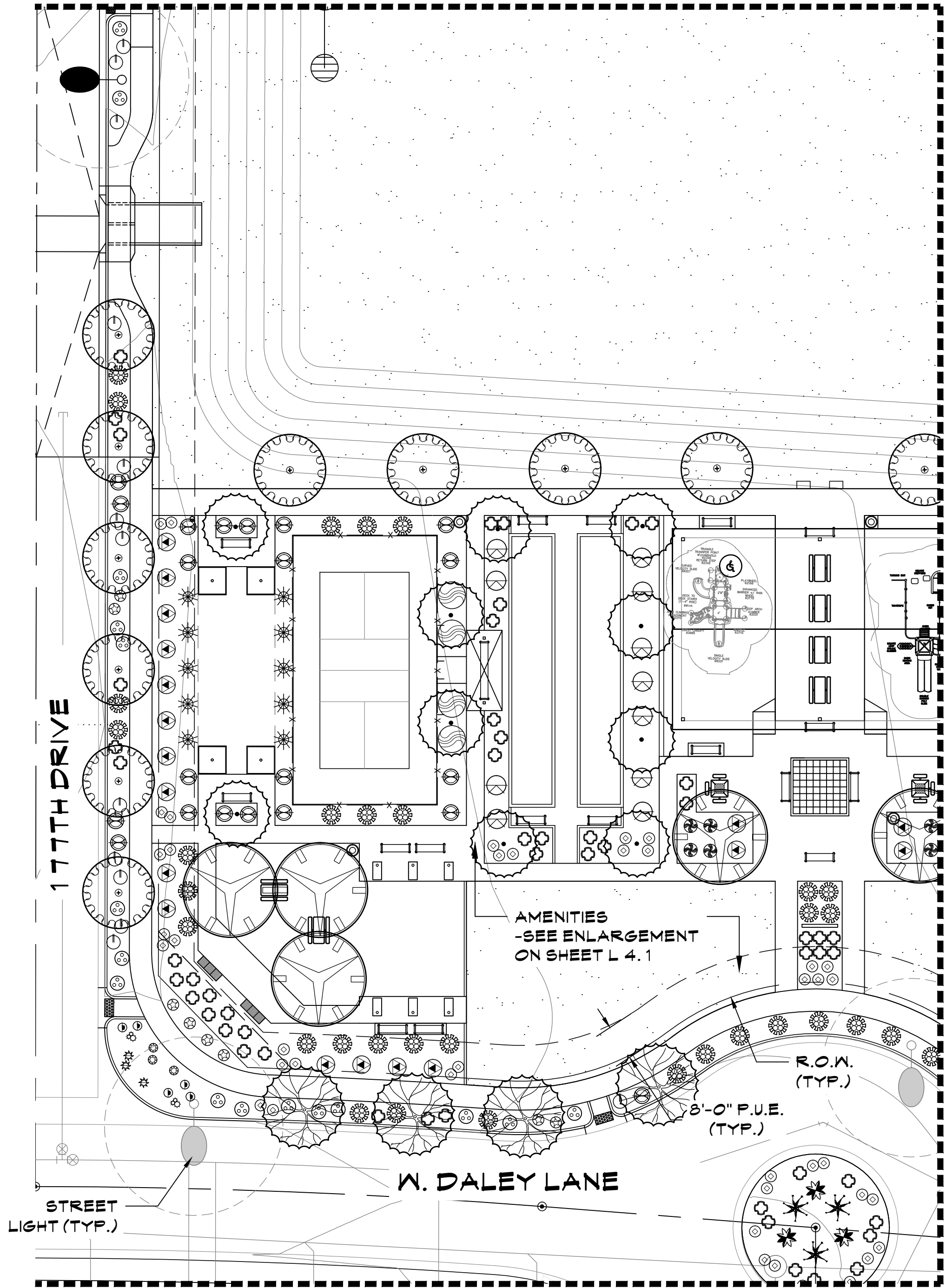


MATCHLINE: SEE UPPER RIGHT ON THIS SHEET

MATCHLINE: SEE MATCHLINE ON SHEET L1.15

LAVENDER/ROSEMARY GARDEN LEGEND		QTY.	SIZE
	LAVANDULA MULTIFIDA - FERN LEAF LAVENDER	20	5 GAL.
	LAVANDULA STOECHAS - SPANISH LAVENDER	17	5 GAL.
	ROSMARINUS HYBRID 'HUNTINGTON CARPET'	17	5 GAL.

- LAVENDER/ROSEMARY GARDEN NOTES:
1. LAVENDER AND ROSEMARY GARDEN TO BE PLANTED IN EARLY FALL OR EARLY SPRING. DO NOT INSTALL DURING THE MIDDLE OF WINTER SEASON OR ANY TIME DURING THE MIDDLE/LATE SUMMER.
 2. ENSURE THAT THE LAVENDER/ROSEMARY GARDEN IS ISOLATED ON A SEPARATE IRRIGATION VALVE FROM THE REST OF THE SHRUBS AND GROUND COVERS WITHIN THE AREA.
 3. GARDEN REQUIRES A VERY WELL DRAINED SOIL. BACKFILL FOR BOTH LAVENDER AND ROSEMARY PLANTS TO BE ½ PART NATIVE SOIL AND ½ PART SAND. PRE-MIX SOIL PARTS PRIOR TO BACKFILL.
 4. GARDEN TO BE PLANTED LATE IN THE CONSTRUCTION SCHEDULE, AFTER THE SURROUNDING LANDSCAPE AREAS ARE COMPLETED.



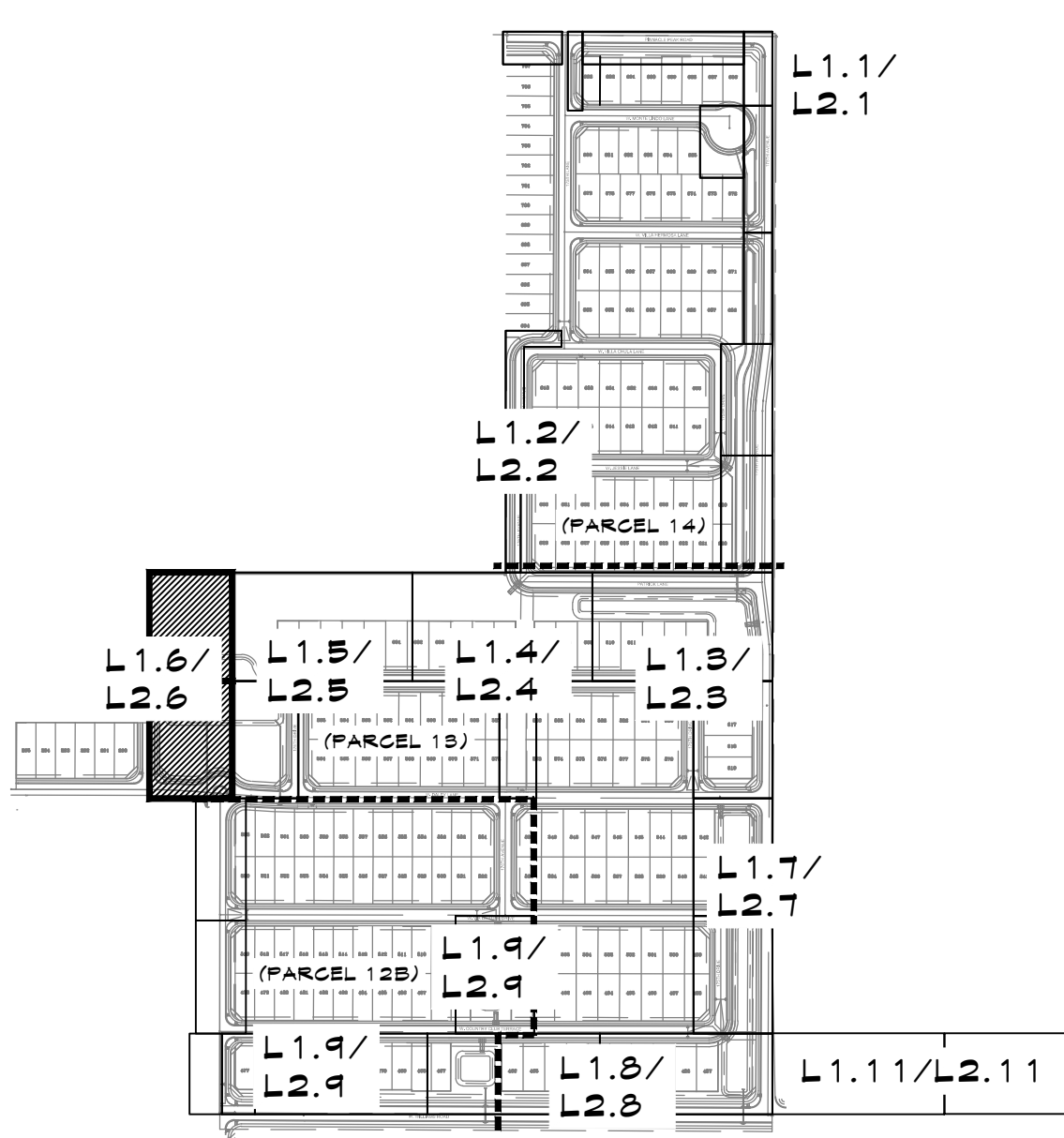
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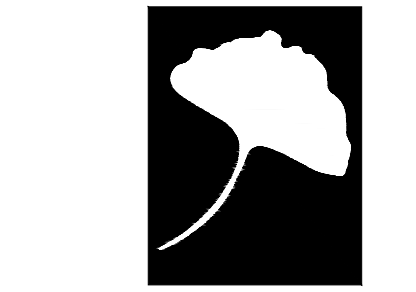
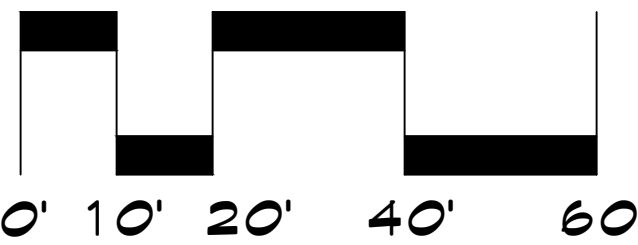
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIRION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE		FOUQUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
GROUND COVERS		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
GROUND COVERS		SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A

NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

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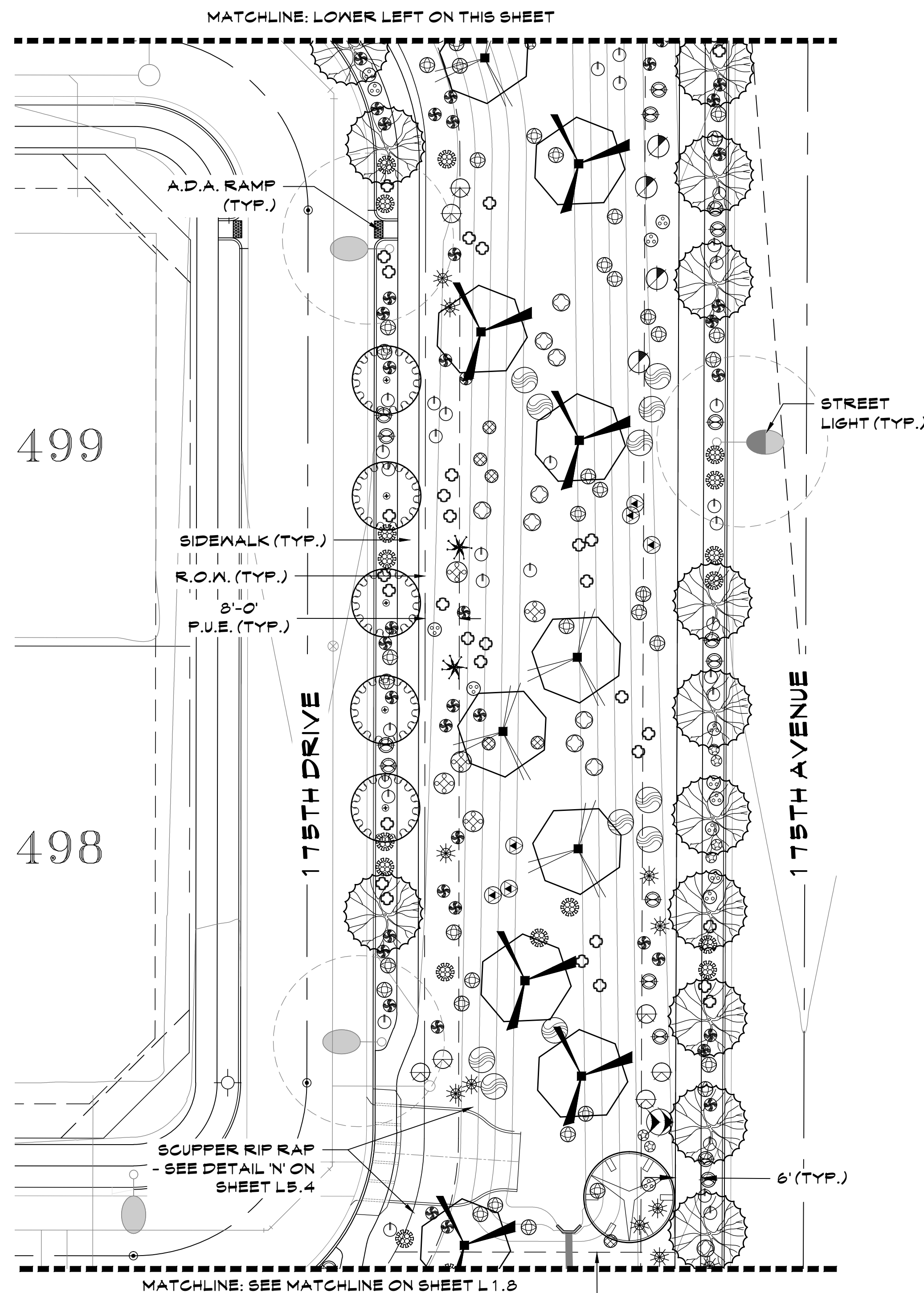
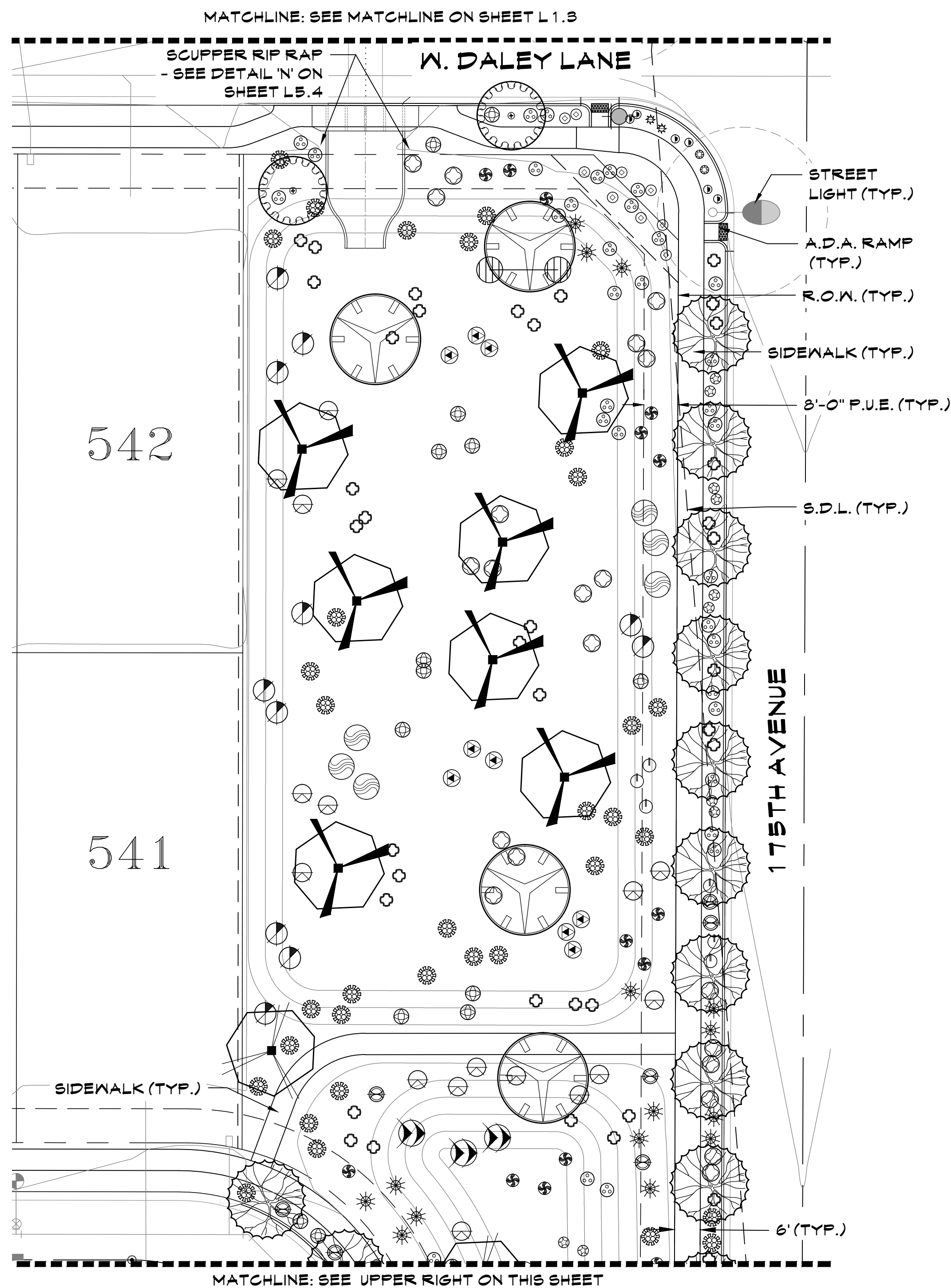
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JOB NO. 17-27
DATE: 08-29-2018
DRAWN BY: NA
CHECKED BY: TM

REVISIONS:

SHEET NO.

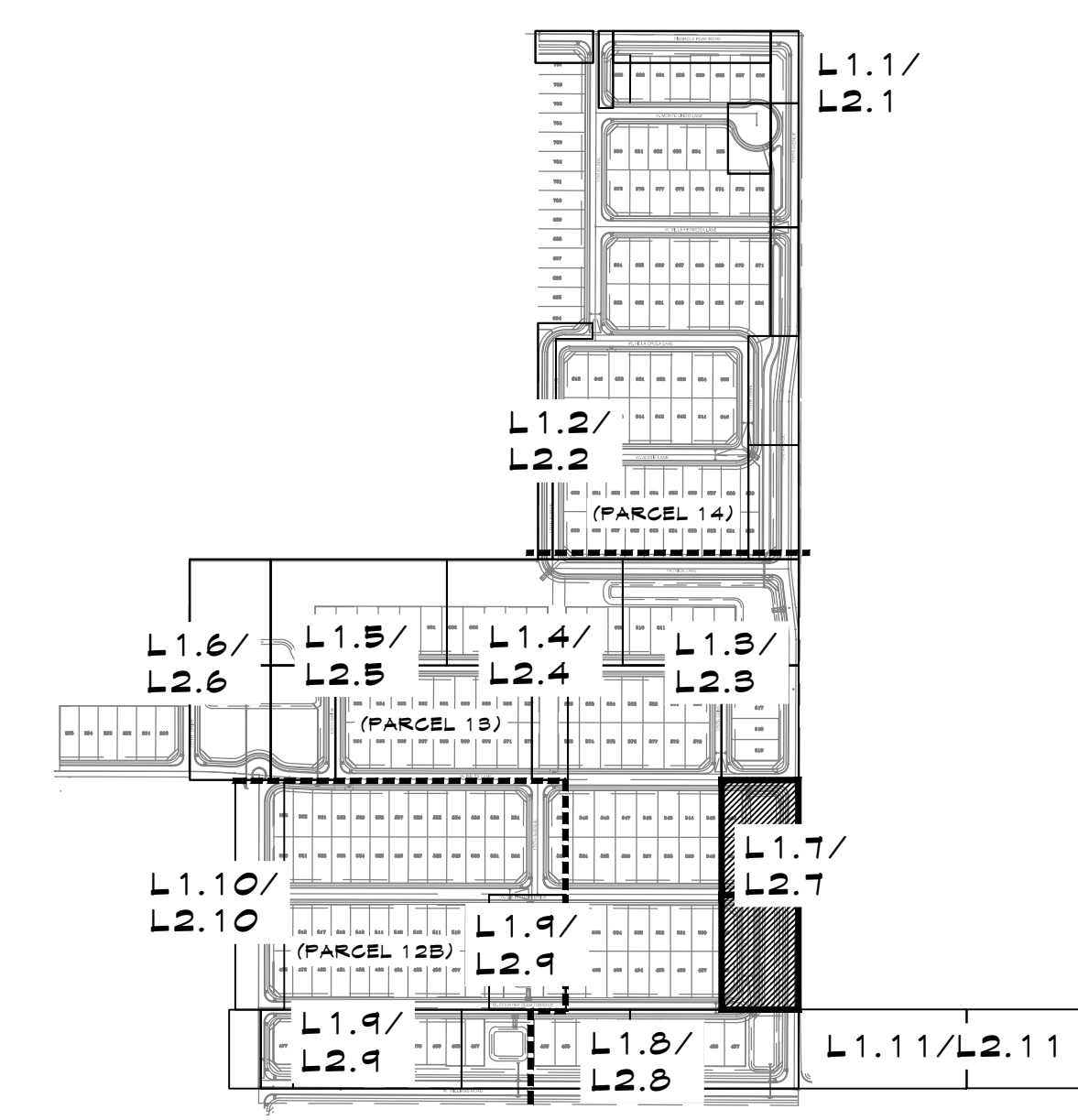
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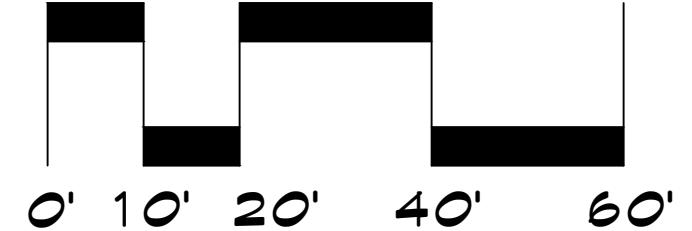
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA/MILLOW ACACIA
		CHIOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
SHRUBS		PARKINSONIA FLORIDA/BLUE PALO VERDE
		PROSOPIS HYBRID 'AZT' / "AZT THORNLESS MESQUITE"
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
ACCENTS		ENCELIA FARINOA / BRITTLBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
GROUND COVERS		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
		AGAVE AMERICANA / AMERICAN AGAVE
INTERSECTION PLANTER PALETTE		AGAVE PARRII / FARRYS AGAVE
		ASCLEPIUS SUBULATA/ DESERT MILKNEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIIRION WHEELERI/ DESERT SPOON
GROUND COVERS		FOUQUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' /
		BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
GROUND COVERS		OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
GROUND COVERS		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4'. B= 3'X3'X3')
INTERSECTION PLANTER PALETTE		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

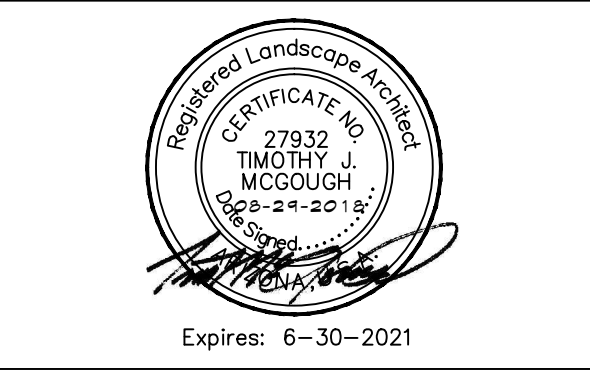
KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A NWC OF WILLIAMS ROAD AND 175TH AVE. SURPRISE, ARIZONA PREPARED FOR: COURTLAND HOMES

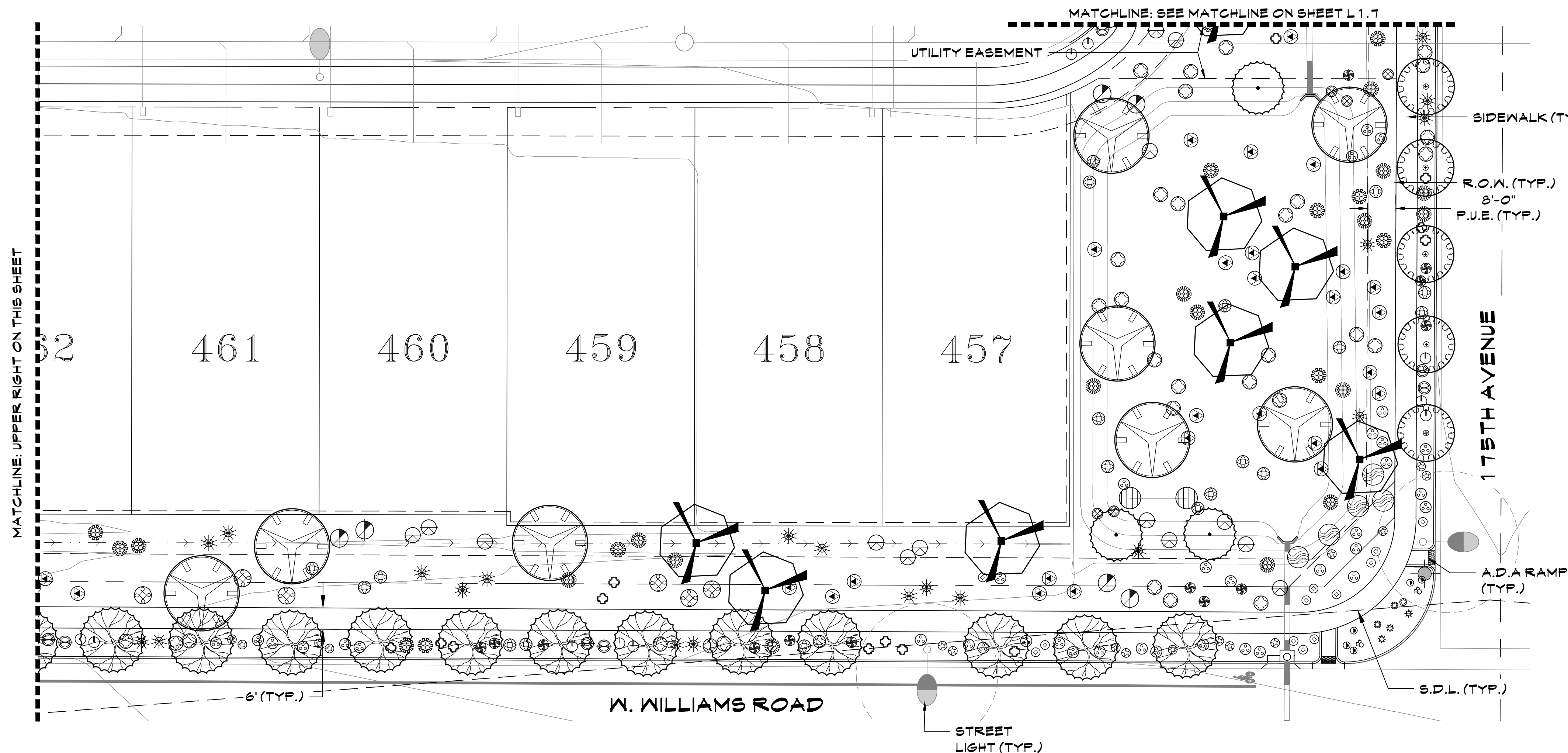
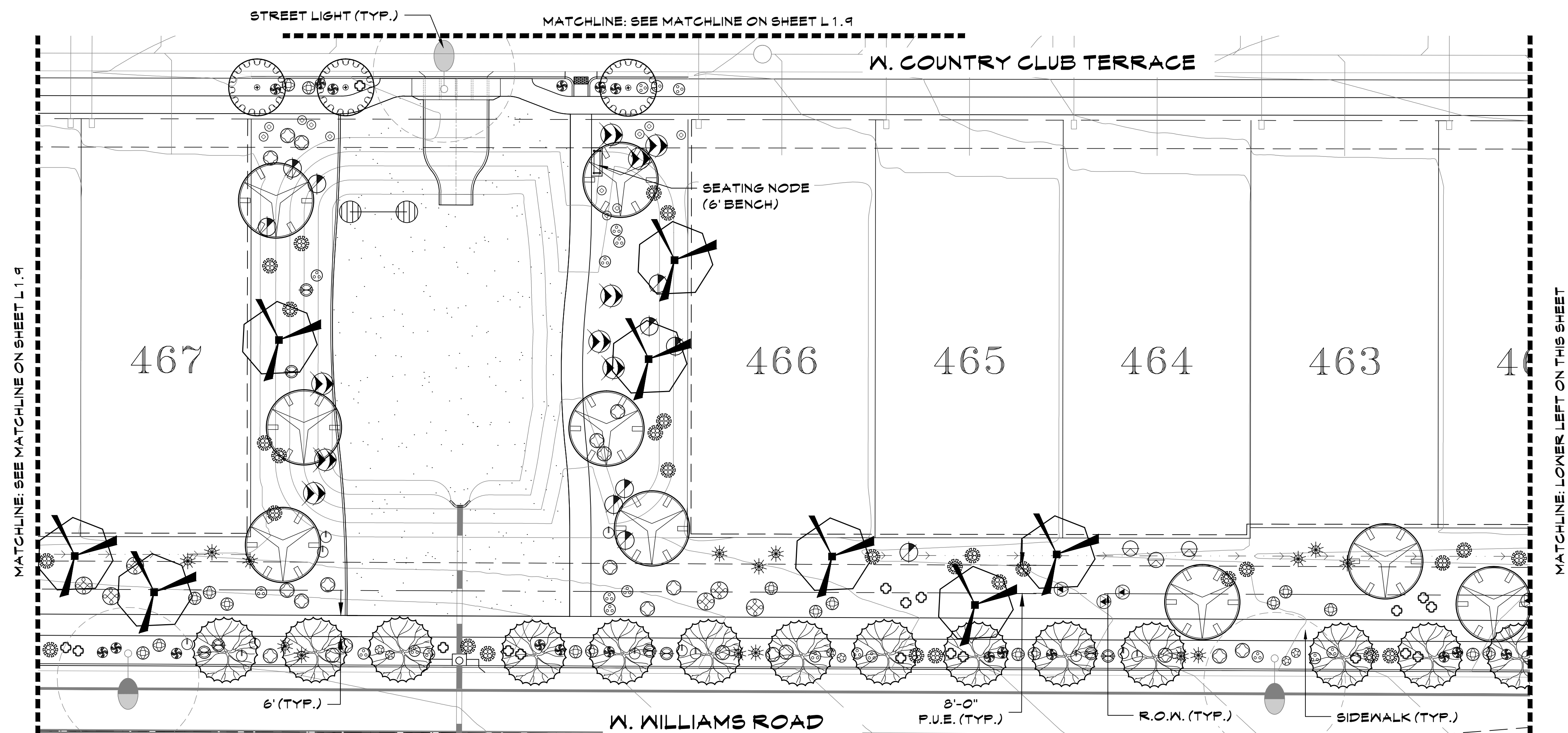
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JOB NO. 17-27
 DATE: 08-29-2018
 DRAWN BY: NA
 CHECKED BY: TM

REVISIONS:

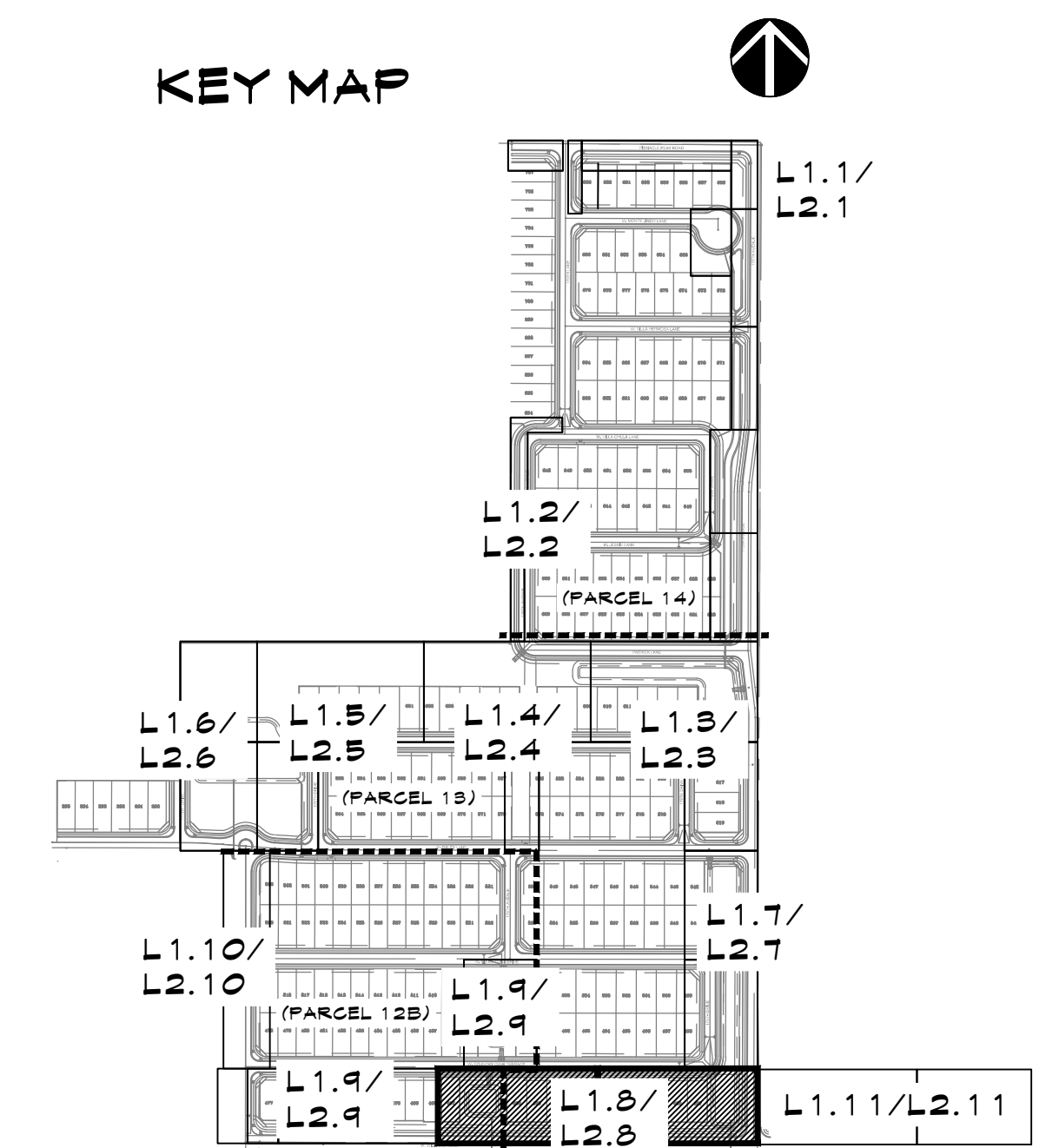
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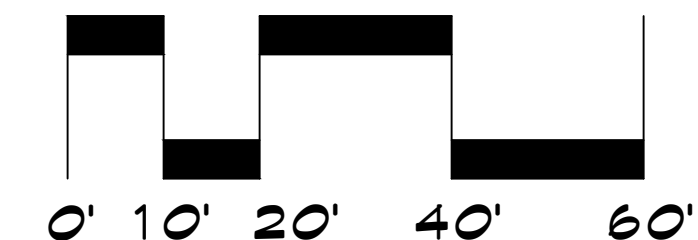
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
GROUND COVERS		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
INTERSECTION PLANTER PALETTE		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA
		SURFACE SELECT BOULDERS (A = 2'X3'X4'. B = 3'X3'X3')

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A

NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

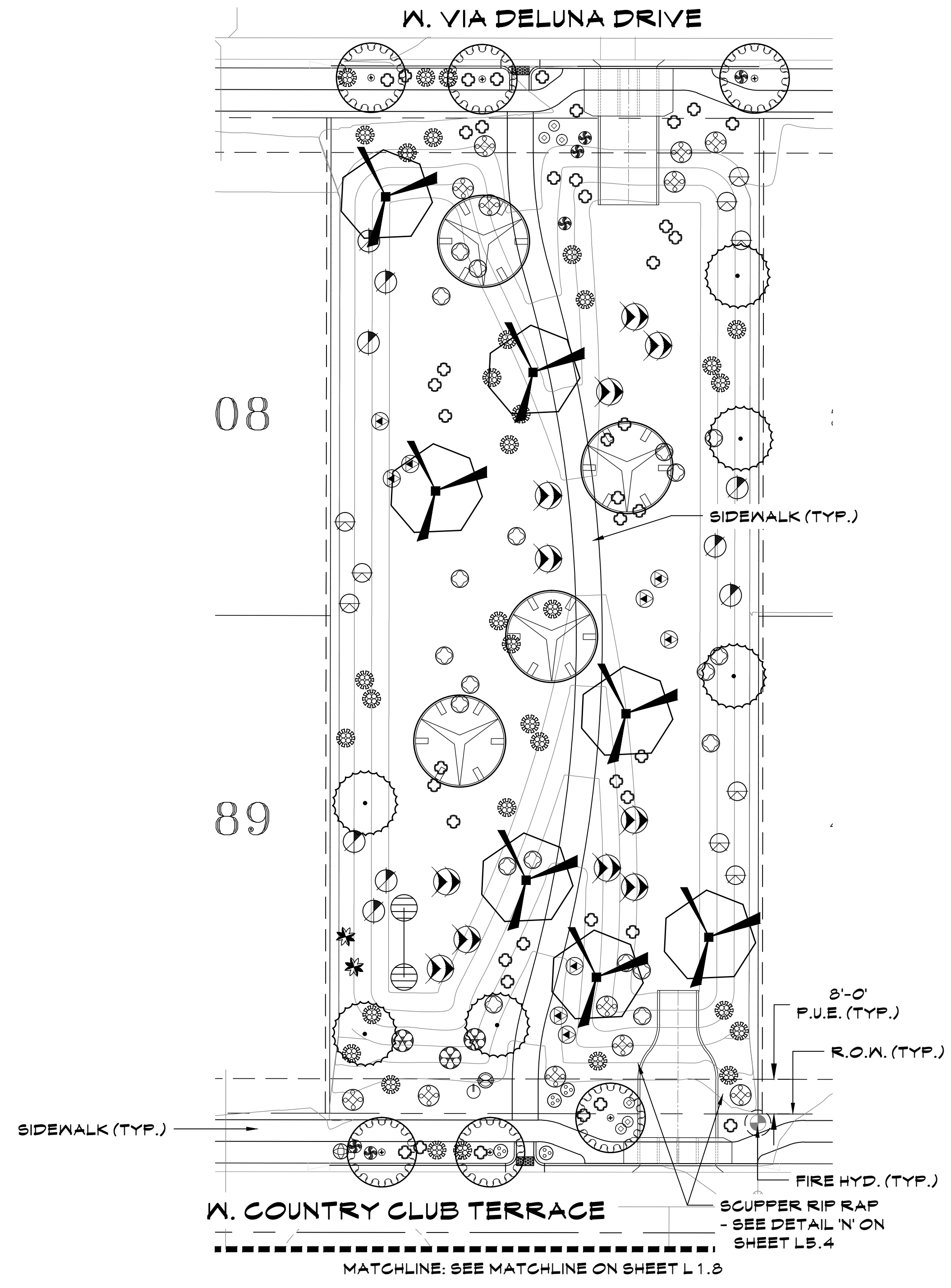
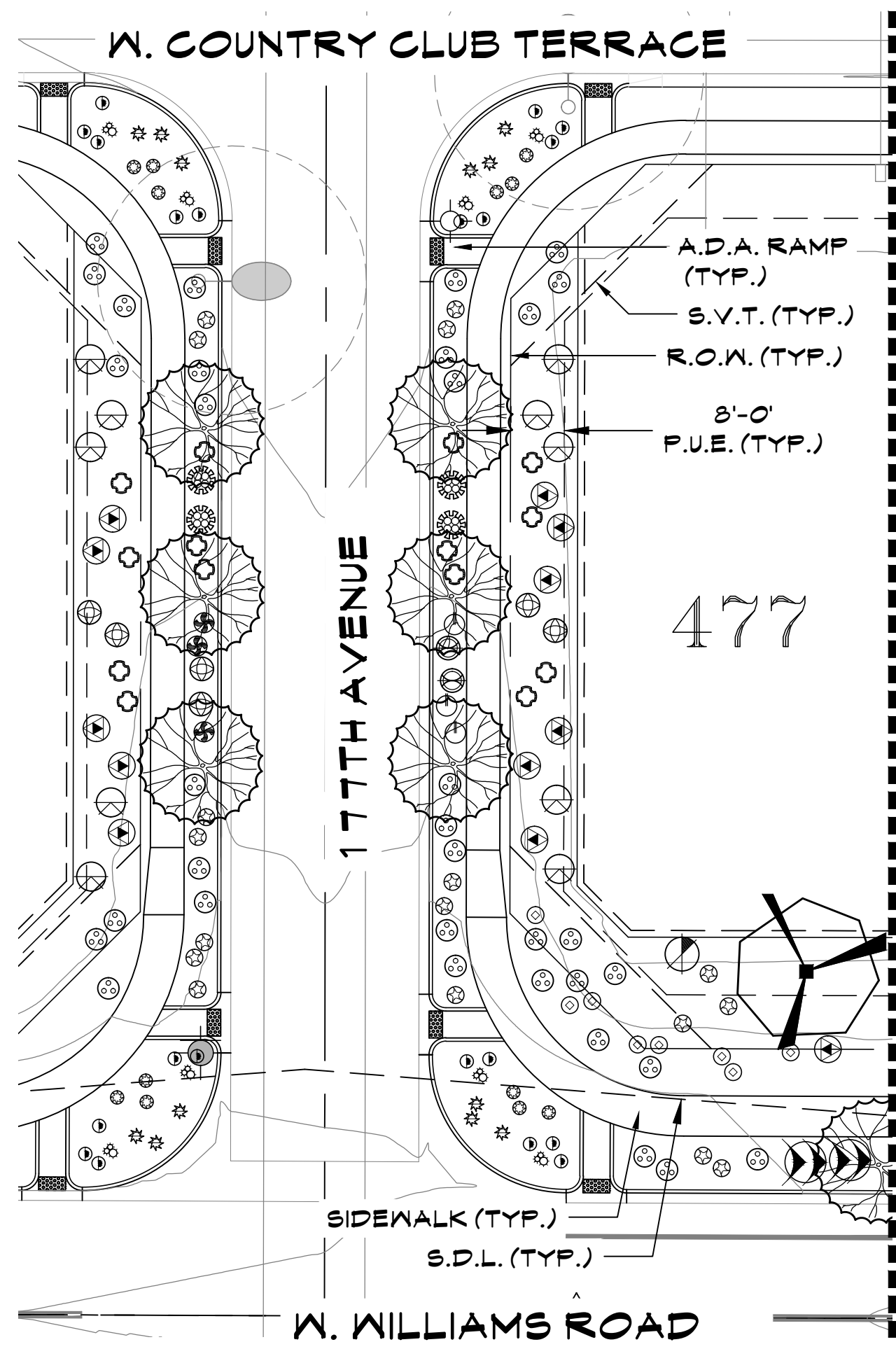
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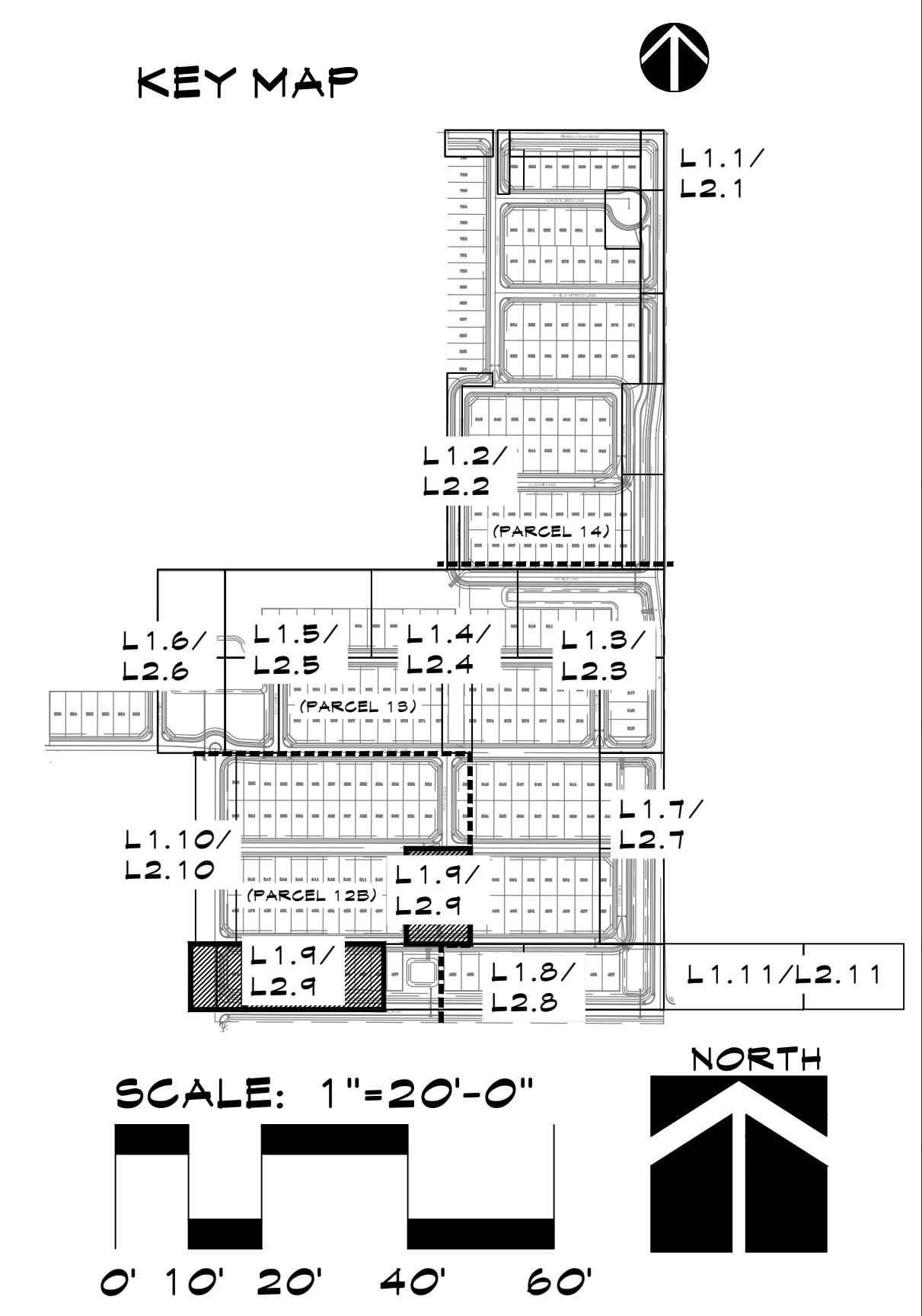
REVISIONS:

SHEET NO.
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PLANT LEGEND

TREES	ACACIA ANEURA / MULGA ACACIA SALICINA / WILLOW ACACIA CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE PARKINSONIA FLORIDA / BLUE PALO VERDE PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE' SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
SHRUBS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER ENCELIA FARINOA / BRITTLEBUSH HYPTIS EMORYI / DESERT LAVENDER JUSTICIA CALIFORNICA / CHUPAROSA LARREA TRIDENTATA / CREOSOTE BUSH LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE SIMMONDSIA CHINENSIS / JOJOBA SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS	AGAVE AMERICANA / AMERICAN AGAVE AGAVE PARRII / PARRY'S AGAVE ASCLEPIUS SUBULATA / DESERT MILKWEED BOUTELOUA GRACILIS / BLONDE AMBITION GRASS DASYLIRION WHEELERI / DESERT SPOON FOUQUERIA SPLENDENS / OCOTILLO HESPERALOE PARVIFLORA 'FERPA' / BRAKELIGHTS RED YUCCA MUHLENBERGIA RIGENS / DEER GRASS OPUNTA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE BAILEYA MULTIRADIATA / DESERT MARIGOLD EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE' ACACIA REDOLENS / TRAILING ACACIA
	TURF- MID-IRON BERMUDA SOD. DECOMPOSED GRANITE- T.B.D. BY OWNER. SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
	INTERSECTION PLANTER PALETTE EUPHORBIA RESINIFERA / MOROCCAN MOUNDS CHRYSACTINIA MEXICANA / DAMIANITA DAISY EUPHORBIA RIGIDA / GOPHER PLANT EUPHORBIA ANTISYPHILITICA / CANDELILLA



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PLANTING PLAN
AUSTIN RANCH EAST - PHASE 1A
 NWC OF WILLIAMS ROAD AND 175TH AVE.
 SURPRISE, ARIZONA
 PREPARED FOR: COURTLAND HOMES

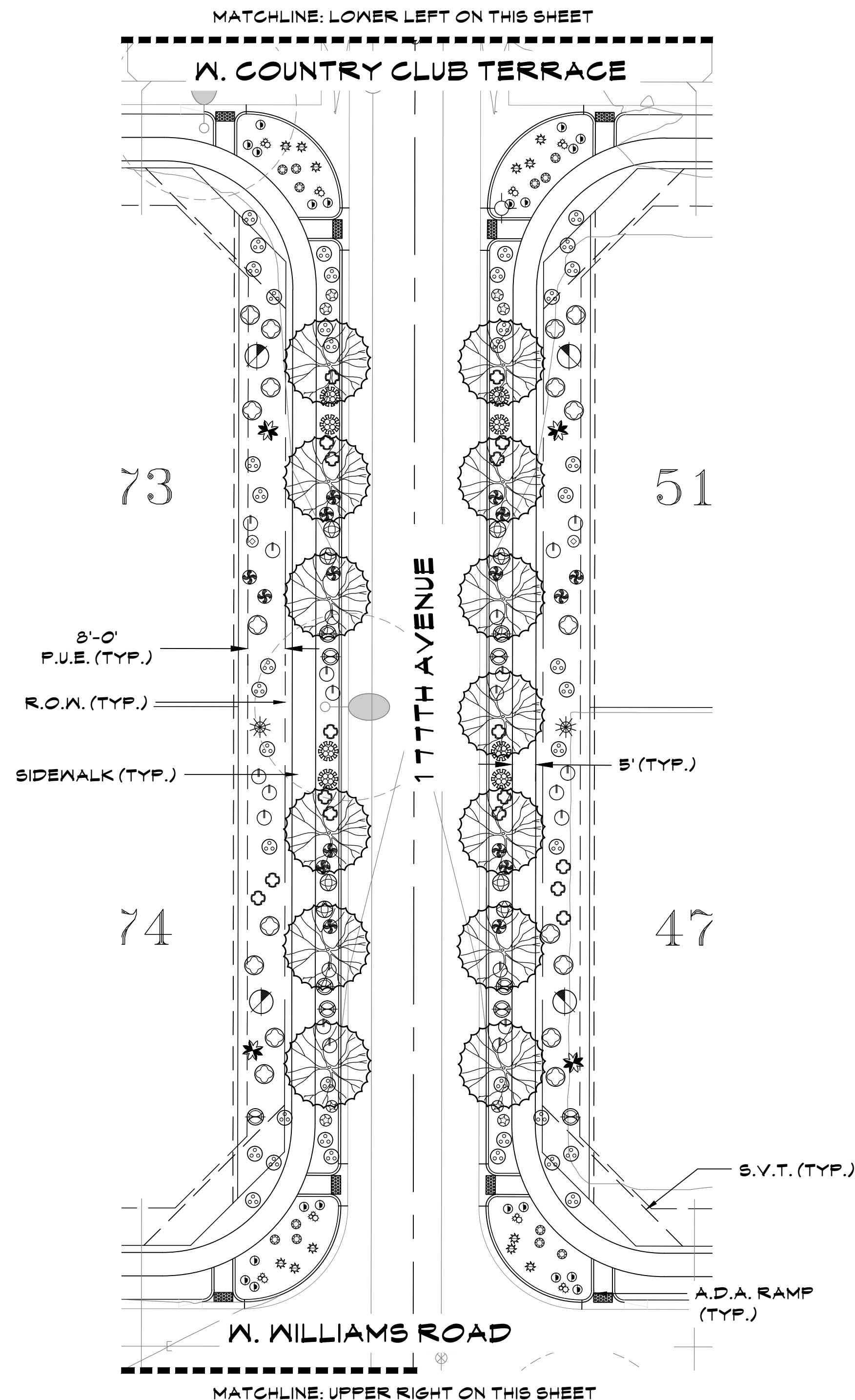
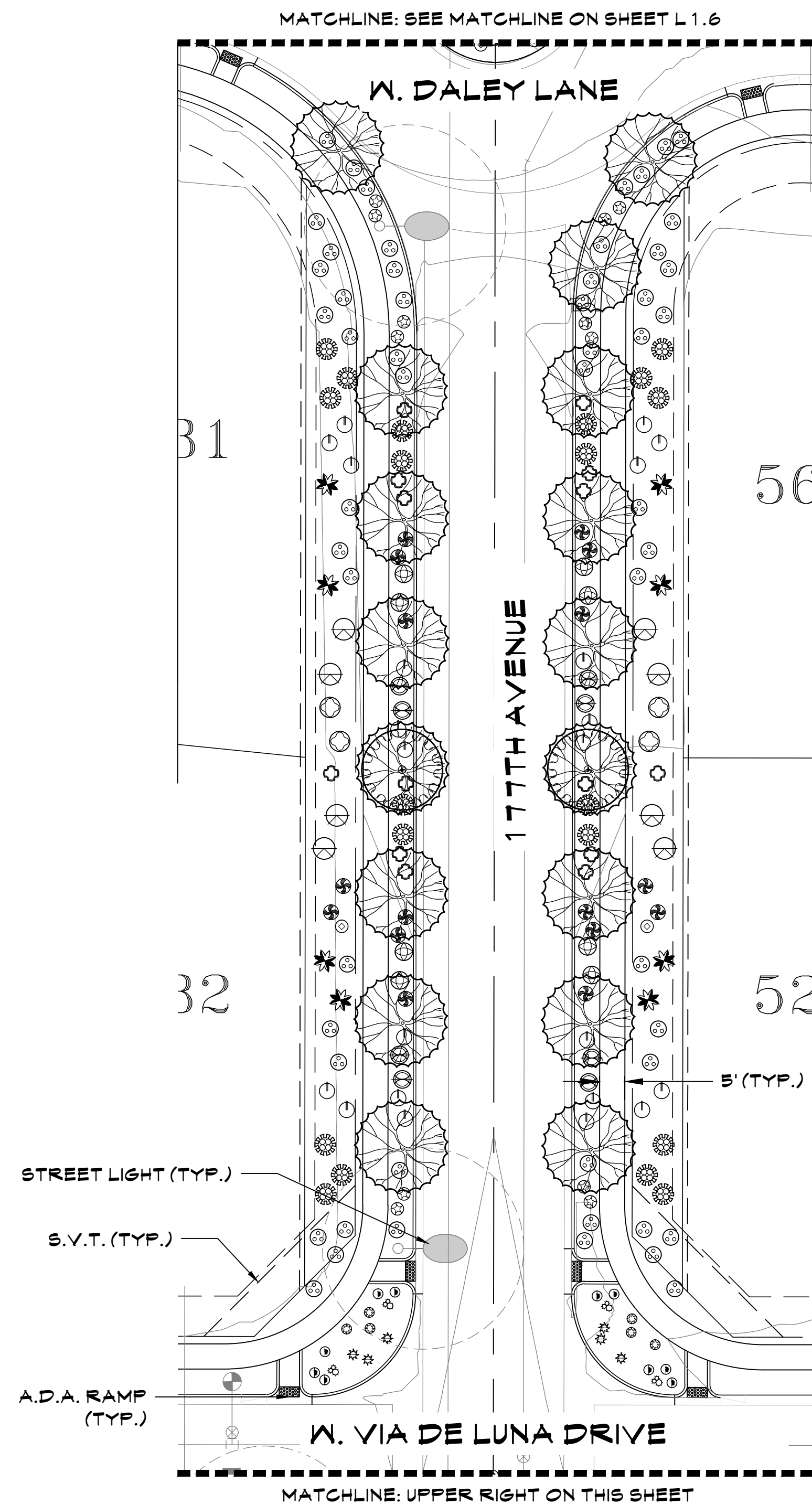
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REVISIONS:

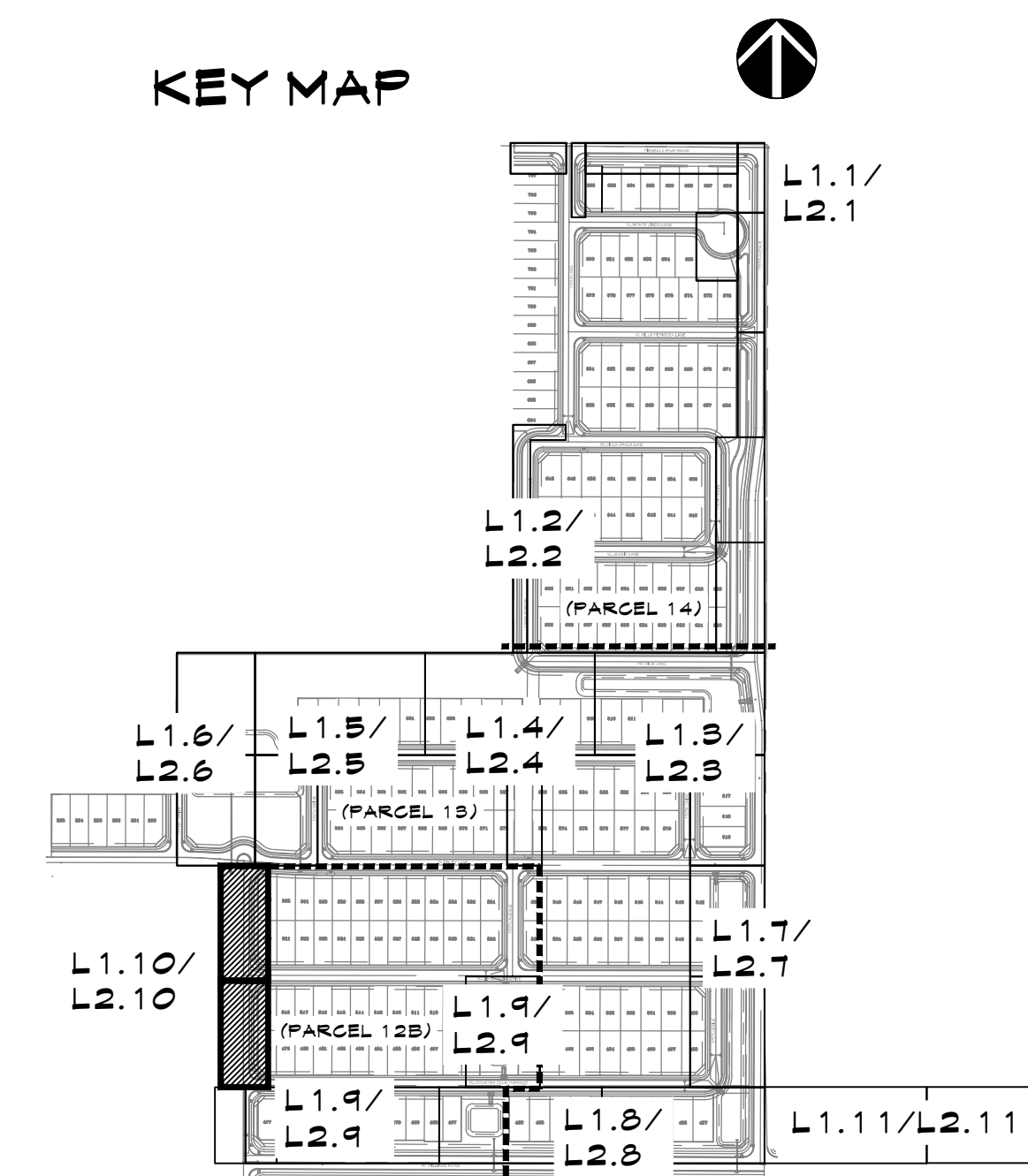
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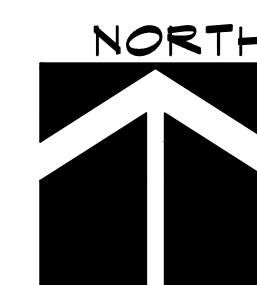
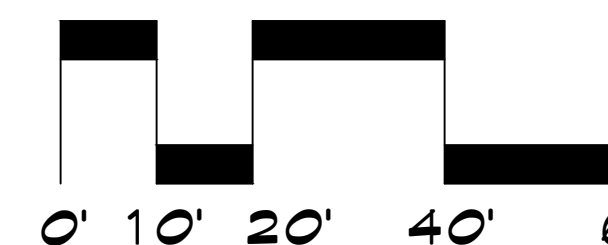
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA/WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO'/'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA/BLUE PALO VERDE
		PROSOPIS HYBRID 'AZT'/'AZT THORNLESS MESQUITE'
SHRUBS		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
ACCENTS		LEUCOPHYLLUM LAEVIS / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIAS TUBEROSA / DESERT MILKWEED
GROUND COVERS		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIUM WHEELERI / DESERT SPOON
		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
GROUND COVERS		SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
		INTERSECTION PLANTER PALETTE
		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSANTHEMUM MEXICANUM / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A NWC OF WILLIAMS ROAD AND 175TH AVE. SURPRISE, ARIZONA PREPARED FOR: COURTLAND HOMES

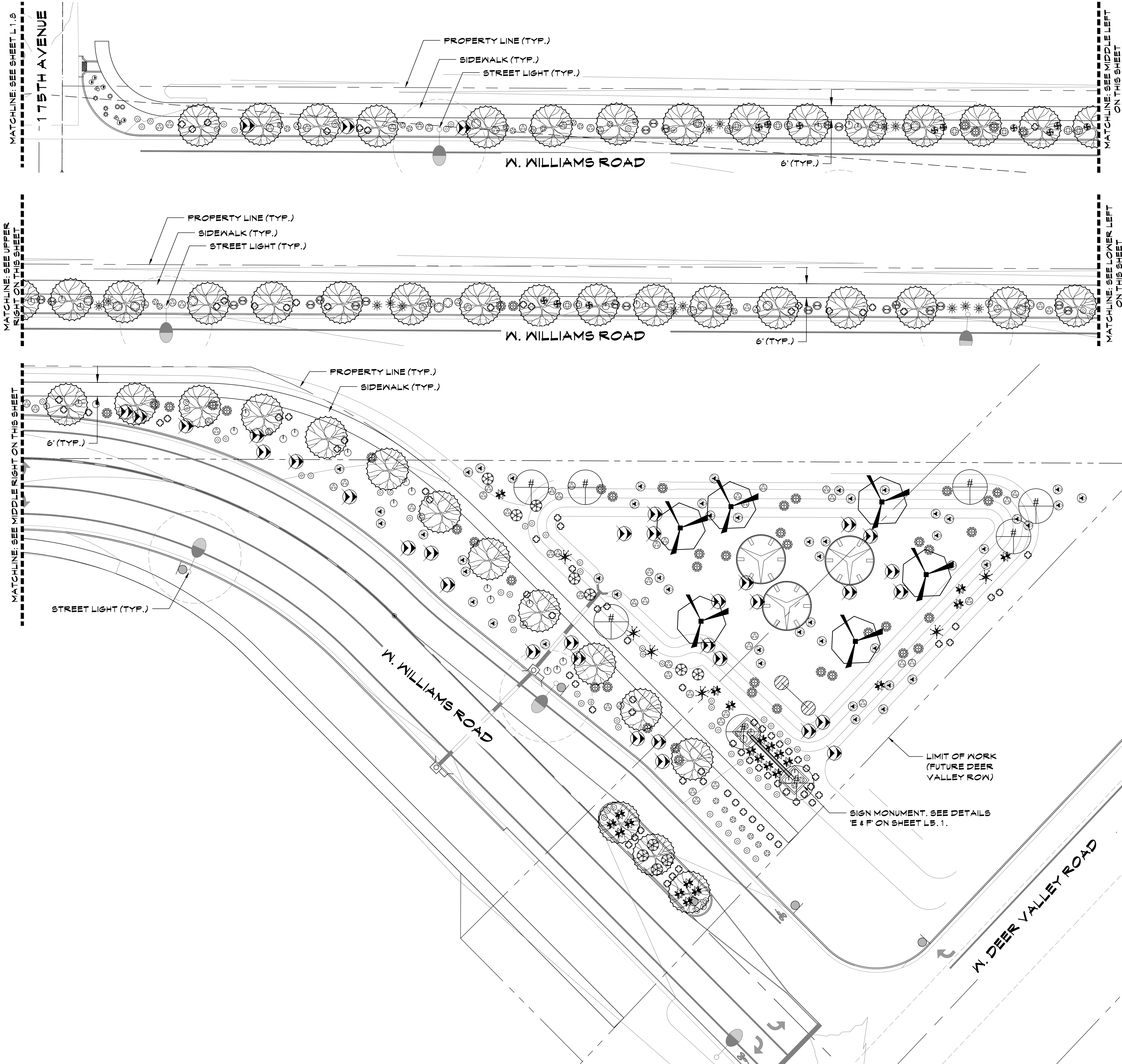
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REVISIONS:

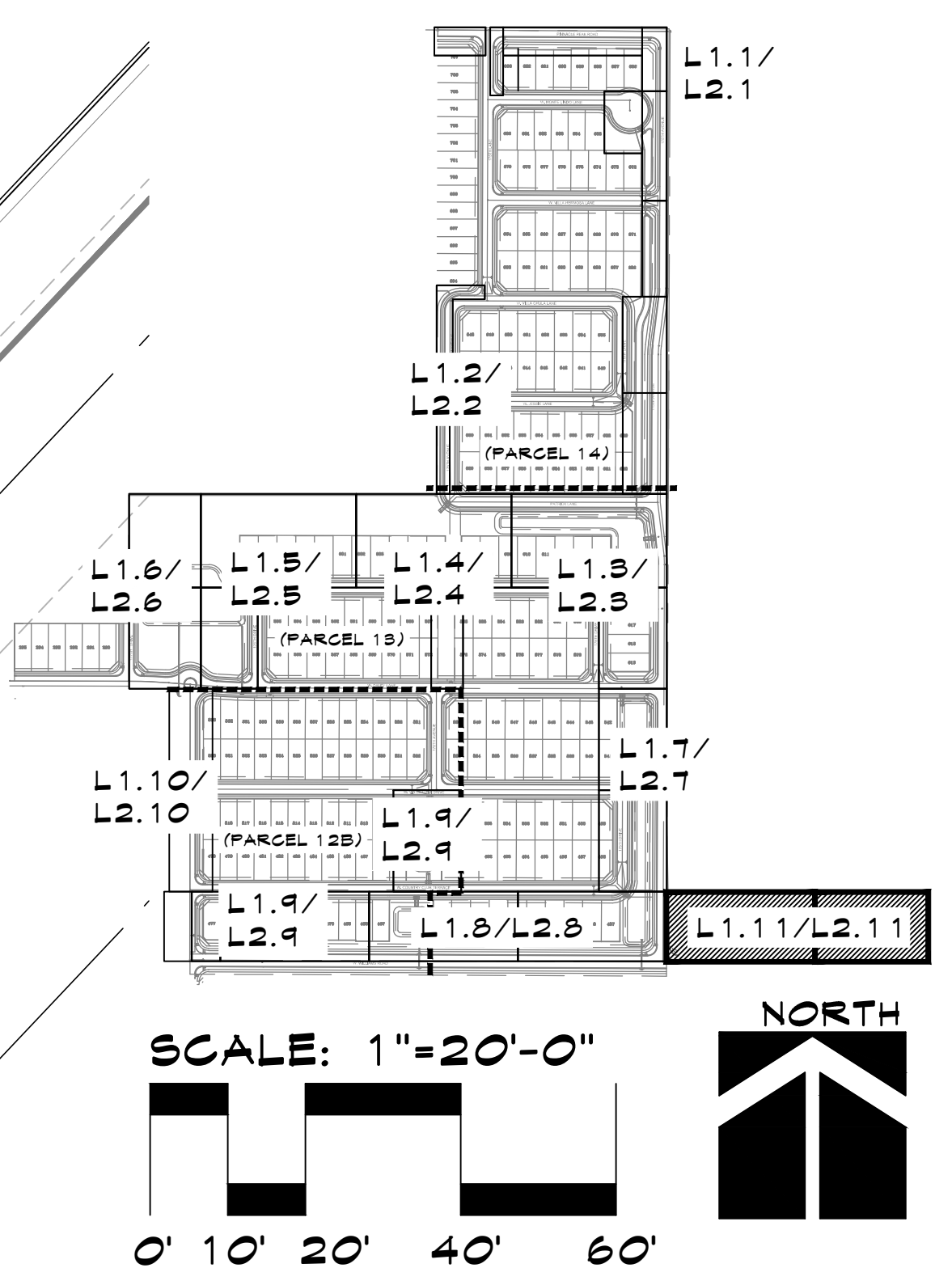
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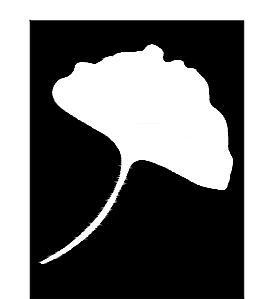


PLANT LEGEND

TREES	ACACIA ANEURA / MULGA ACACIA SALICINA / WILLOW ACACIA CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE PARKINSONIA FLORIDA / BLUE PALO VERDE PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE' SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
SHRUBS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER ENCELIA FARINOA / BRITTLEBUSH HYPTIS EMORYI / DESERT LAVENDER JUSTICIA CALIFORNICA / CHUPAROSA LARREA TRIDENTATA / CREOSOTE BUSH LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE SIMMONDSIA CHINENSIS / JOJOBA SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS	AGAVE AMERICANA / AMERICAN AGAVE AGAVE PARRII / PARRY'S AGAVE ASCLEPIUS SUBULATA / DESERT MILKWEED BOUTELOUA GRACILIS / BLONDE AMBITION GRASS DASYLIRION WHEELERI / DESERT SPOON FOUQUERIA SPLENDENS / OCOTILLO HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA MUHLENBERGIA RIGENS / DEER GRASS OPUNTA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE BAILEYA MULTIRADIATA / DESERT MARIGOLD EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE' ACACIA REDOLENS / TRAILING ACACIA TURF- MID-IRON BERMUDA SOD. DECOMPOSED GRANITE- T.B.D. BY OWNER. SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
INTERSECTION PLANTER PALETTE	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS CHRYSACTINIA MEXICANA / DAMIANITA DAISY EUPHORBIA RIGIDA / GOPHER PLANT EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP




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 Expires: 6-30-2021

PLANTING PLAN AUSTIN RANCH EAST - PHASE 1A NWC OF WILLIAMS ROAD AND 175TH AVE. SURPRISE, ARIZONA PREPARED FOR: COURTLAND HOMES

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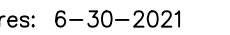
JOB NO. 17-27
 DATE: 08-29-2018
 DRAWN BY: NA
 CHECKED BY: TM

REVISIONS:

SHEET NO.
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 12 OF 31



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-Mail: Timm@mg-az.com



NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA

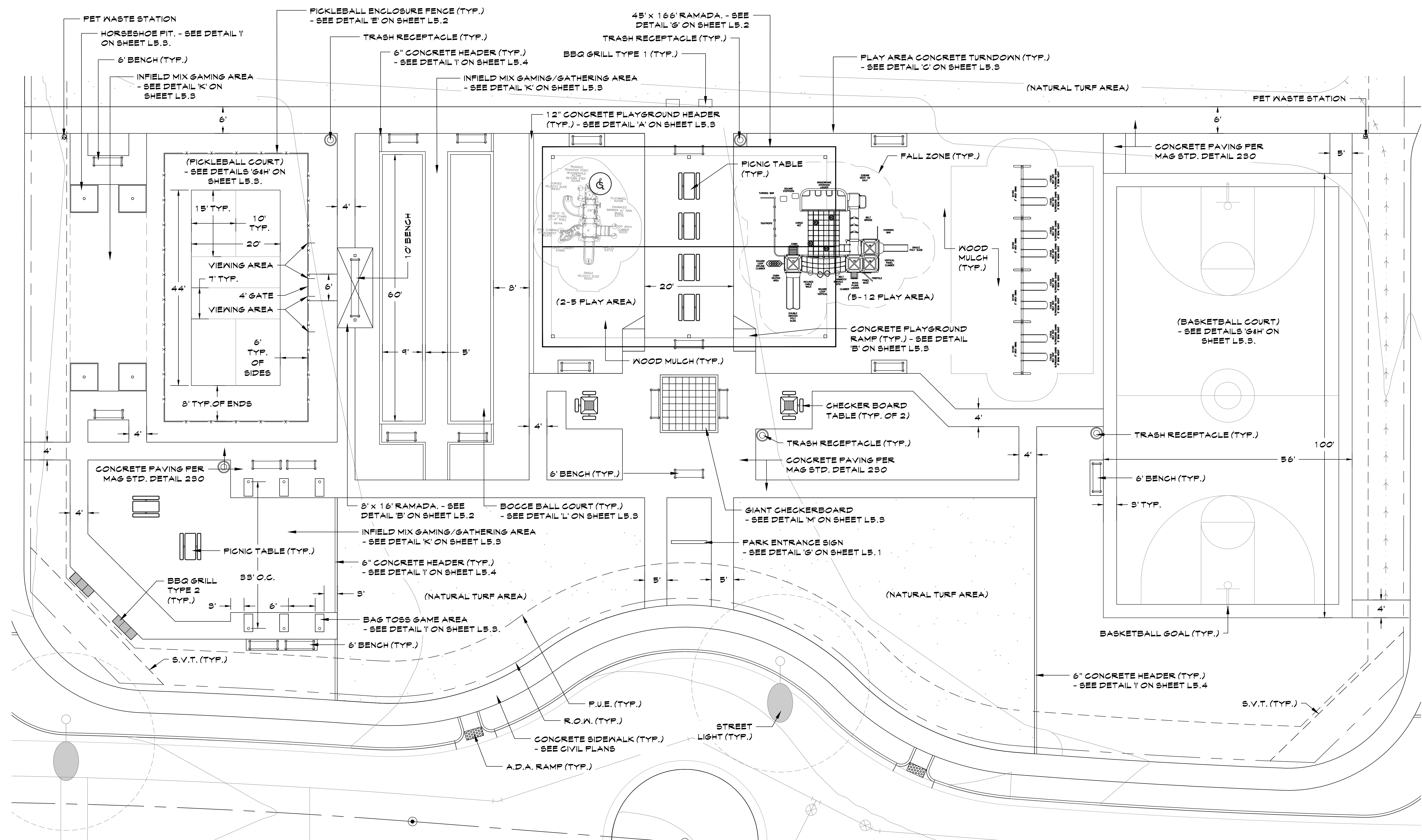
PREPARED FOR: COURT AND HOMES

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-27
DATE: 08-29-201
DRAWN BY: NA
CHECKED BY: TM

L4.1

25 OF 31

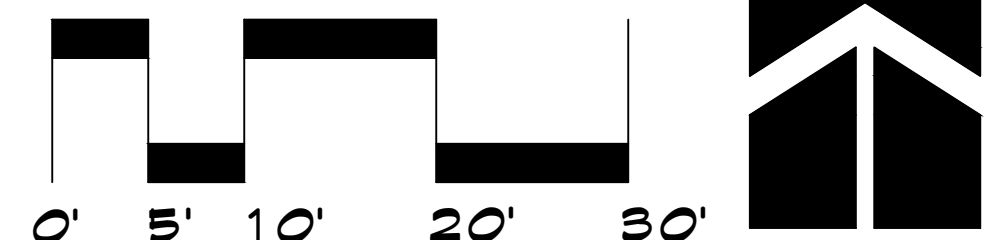


NOTE: ALL AMENITIES ARE TO BE INSTALLED AS SPECIFIED ON THIS SHEET OR EQUIVALENT. EQUIVALENT MUST BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO SUBSTITUTION.

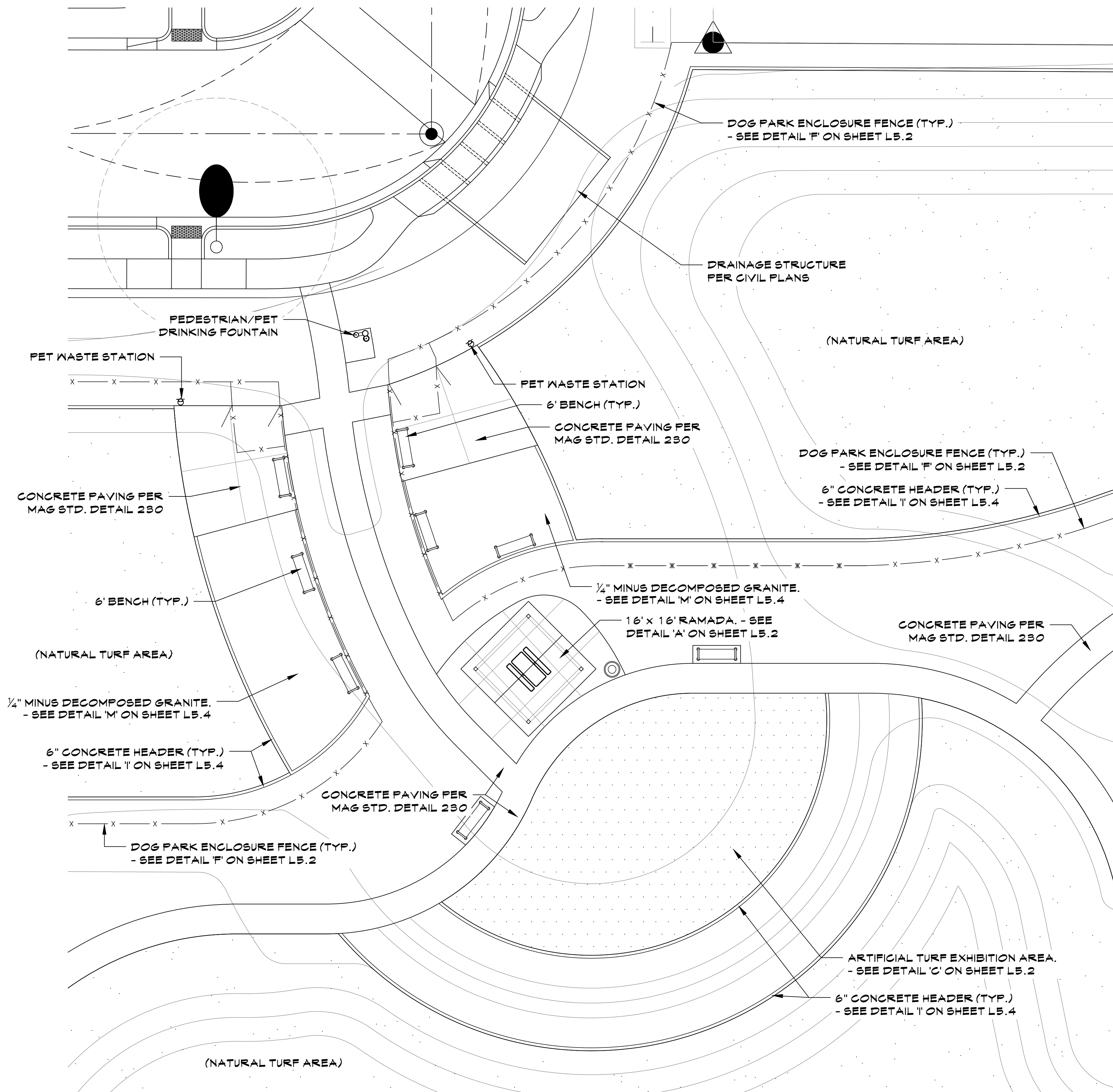
NOTE: CONCRETE SLAB SEATING AREAS (BENEATH SHADE STRUCTURES) ARE TO BE 6" THICK MIN. AND HAVE A MEDIUM BROOM FINISH. SLAB TO HAVE A 2% MAX. SLOPE TOWARD LANDSCAPE OR TURF AREAS. SCORE AS SHOWN. TYP. OF ALL INSTANCES.

NOTE: PLAYGROUND COMPANY AND/OR INSTALLATION COMPANY MUST VERIFY THAT ALL PLAY EQUIPMENT FALL ZONES FIT WITHIN THE PROPOSED PLAY AREA, PRIOR TO THE INSTALLATION OF THE CONCRETE SIDEWALKS AND 12" CONCRETE PLAYGROUND HEADER. - SEE THE REQUIRED SHOP DRAWINGS.

SCALE: 1"=10'-0"



**SEE SHEET L4.2 FOR AMENITIES
SPECIFICATIONS AND SCHEDULE**



PLAY EQUIPMENT
MANUFACTURER: LANDSCAPE STRUCTURES
CONTACT: EXERPLAY 1-800-457-5444
PLAY EQUIPMENT (QTY.) - ITEM DESCRIPTION - (PART #)
(1) - PLAY STRUCTURE - VENTI STRUCTURE
(OR EQUAL AGES 5-12 STRUCTURE)
(1) - PLAY STRUCTURE - AGES 2-5
(6) - BAG TOSS GAME BOARDS (3 SETS OF BOARDS)
(4) BAYS OF ARCH SWINGS (6 BELTS - 2 BUCKETS)

COLOR PALETTE: ALL EQUIPMENT TO BE PALETTE "BC"

- INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- PLAYGROUND REPRESENTATIVE TO SUPPLY A SHOP DRAWING ILLUSTRATING COLOR PALETTE AND PLAYGROUND LAYOUT. SHOP DRAWING MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL PRIOR TO ORDERING/INSTALLATION

ENGINEERED WOOD FIBER
- 6,092 SQ. FT. AT 12" DEPTH MIN
COLOR TO BE BROWN
- SEE DETAILS 'A&C' ON SHEET L5.3
NOTE: ANY RECOVERED/RECYCLED WOOD MULCH MUST COME FROM "PRE-CONSUMER" WOOD ONLY.

COMPACTED INFIELD MIX
- 3,985 SQ. FT. AT 3" DEPTH MIN
COLOR TO BE BROWN

45' X 66' RAMADA (QTY 1)
MANUFACTURER: DIVERSIFIED METAL FABRICATION
CONTACT: 480-892-7700
MODEL: CUSTOM
ROOF COLOR TO BE COOL COPPER PENNY
FRAME COLOR TO BE TERRABRAUN (RAL 8028)
- SEE DETAIL 'G' ON SHEET L5.2

16' X 16' RAMADA (QTY 1)
MANUFACTURER: CLASSIC RECREATION
CONTACT: EXERPLAY 1-800-457-5444
MODEL: ORLANDO
ROOF COLOR TO BE COOL COPPER PENNY
FRAME COLOR TO BE TERRABRAUN (RAL 8028)

8' X 18' RAMADA (QTY 3)
MANUFACTURER: CLASSIC RECREATION
CONTACT: EXERPLAY 1-800-457-5444
MODEL: PRESCOTT
ROOF COLOR TO BE COOL COPPER PENNY
FRAME COLOR TO BE TERRABRAUN (RAL 8028)

BBQ GRILL TYPE 1 (QTY. 2)
MANUFACTURER: PN ATHLETIC
CONTACT: DAVE BANG ASSOCIATES
480-892-2266
MODEL: 1140-10

BBQ GRILL TYPE 2 (QTY. 2)
MANUFACTURER: PILOT ROCK (RJ THOMAS MFG. CO.)
CONTACT: 1-800-762-5002
MODEL: Q3-2460 B3 (LARGE GROUP GRILL)

BASKETBALL GOALS (QTY. 2)
MANUFACTURER: PN ATHLETIC
CONTACT: DAVE BANG ASSOCIATES
480-892-2266
MODEL: #1590 (BLACK POWDER COAT)

PICKLEBALL NET (QTY. 1)
MANUFACTURER: PN ATHLETIC
CONTACT: DAVE BANG ASSOCIATES
480-892-2266
MODEL: 2202-20 (ADD 8303-24-2 SLEEVES)

6' BENCH WITH BACK (QTY 21)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES -
480-892-2266
MODEL #CN420(P) - ADD MC 104 TO EACH
COLOR TO BE GRAY
- SEE DETAIL 'D' ON SHEET L5.3

6' BENCH WITHOUT BACK (QTY 11)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES -
480-892-2266
MODEL #CN425(P) - ADD MC 104 TO EACH
COLOR TO BE GRAY
- SEE DETAIL 'D' ON SHEET L5.3

10' BENCH WITHOUT BACK (QTY 1)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES -
480-892-2266
MODEL #SG331(P)
COLOR TO BE GRAY
- SEE DETAIL 'D' ON SHEET L5.3

PICNIC TABLE (QTY 7)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES -
480-892-2266
MODEL #SG201(P)
COLOR TO BE GRAY
- IN GROUND MOUNT PER MFR. SPECIFICATIONS.

TRASH RECEPTACLE (QTY 6)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES -
480-892-2266
MODEL #LR300(P) ADD FT 100, LR3 10, & LR 105
TO EACH
COLOR TO BE GRAY
- SEE DETAIL 'F' ON SHEET L5.3

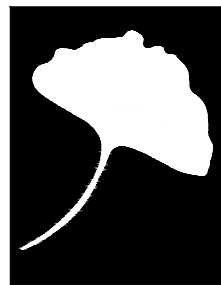
CHESS TABLE (QTY 2)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES -
480-892-2266
MODEL #SP230(P)
COLOR TO BE GRAY
- IN GROUND MOUNT PER MFR SPECIFICATIONS.

MAILBOXES
MANUFACTURER: FLORENCE MANUFACTURING CO.
CONTACT: EXTERIOR SYSTEMS (480) 990-3909
PRODUCT# VITAL SERIES CLUSTER BOX UNITS
- COLOR TO BE SILVER SPECK
- SEE DETAIL 'H' ON SHEET L5.1

- UNITS, UNIT QUANTITIES AND UNIT LOCATIONS
MUST BE APPROVED BY USPS.

DOG WASTE BAG/DISPOSAL STATIONS (QTY: 8)
MANUFACTURER: DOG-ON-IT PARKS
CONTACT: EXERPLAY 1-800-457-5444
PRODUCT# 7408S (COMPLETE WASTE
STATION-ONEPUL)
- COLOR TO BE BLACK

ARTIFICIAL TURF (QTY: 1,870 SQ.FT)
MANUFACTURER: PIONEER
PRODUCT# DARBY
CONTACT: PIONEER LANDSCAPE (AMANDA)
PHONE: 480-980-2693


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E-Mail: Timm@mg-az.com


Expires: 6-30-2021

DOG PARK ENLARGEMENT/AMENITIES SCH.
AUSTIN RANCH EAST - PHASE 1A
NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA
PREPARED FOR: COURTLAND HOMES

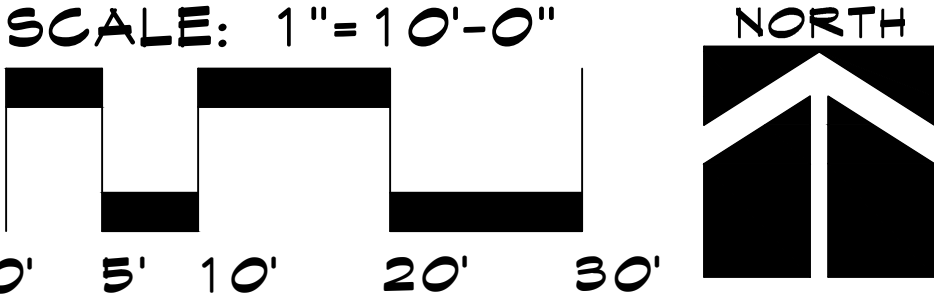
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

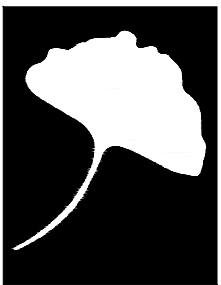
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JOB NO. 17-27
DATE: 08-29-2018
DRAWN BY: NA
CHECKED BY: TM

REVISIONS:

SHEET NO.
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Phoenix, Arizona
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AVENITIES DETAILS
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NWC OF WILLIAMS ROAD AND 175TH AVE.
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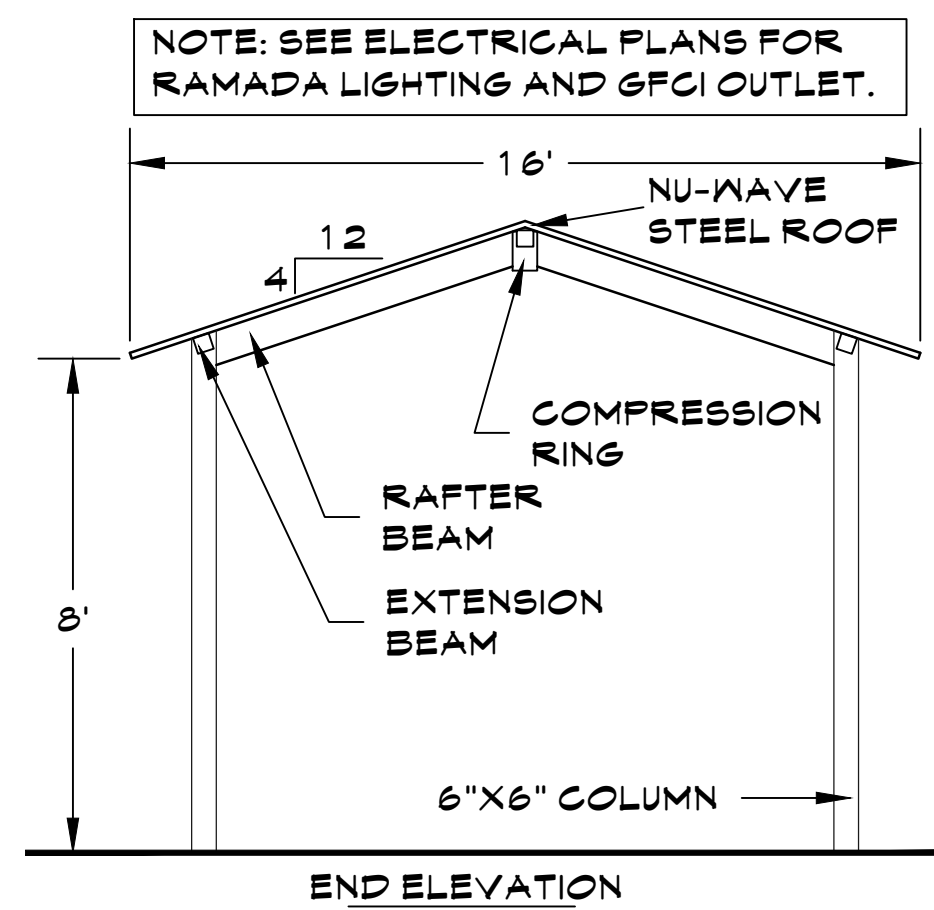
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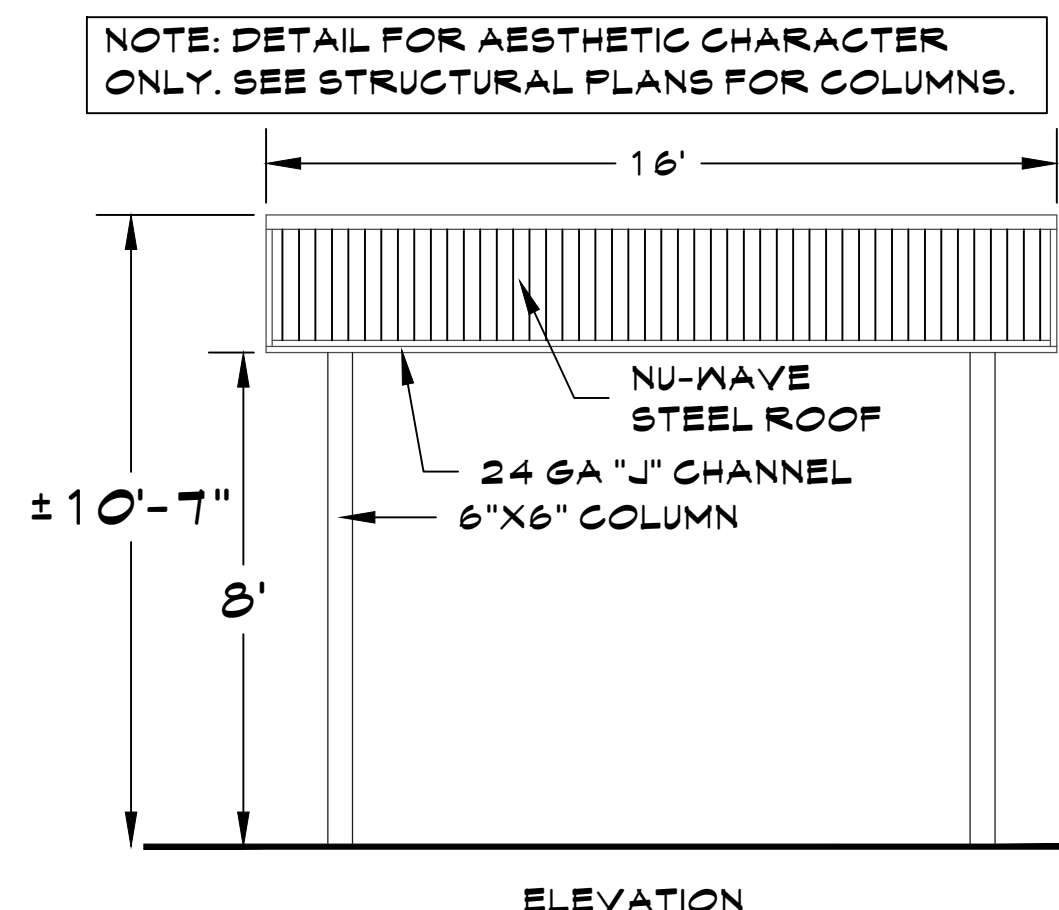
REVISIONS:

SHEET NO.
L5.2

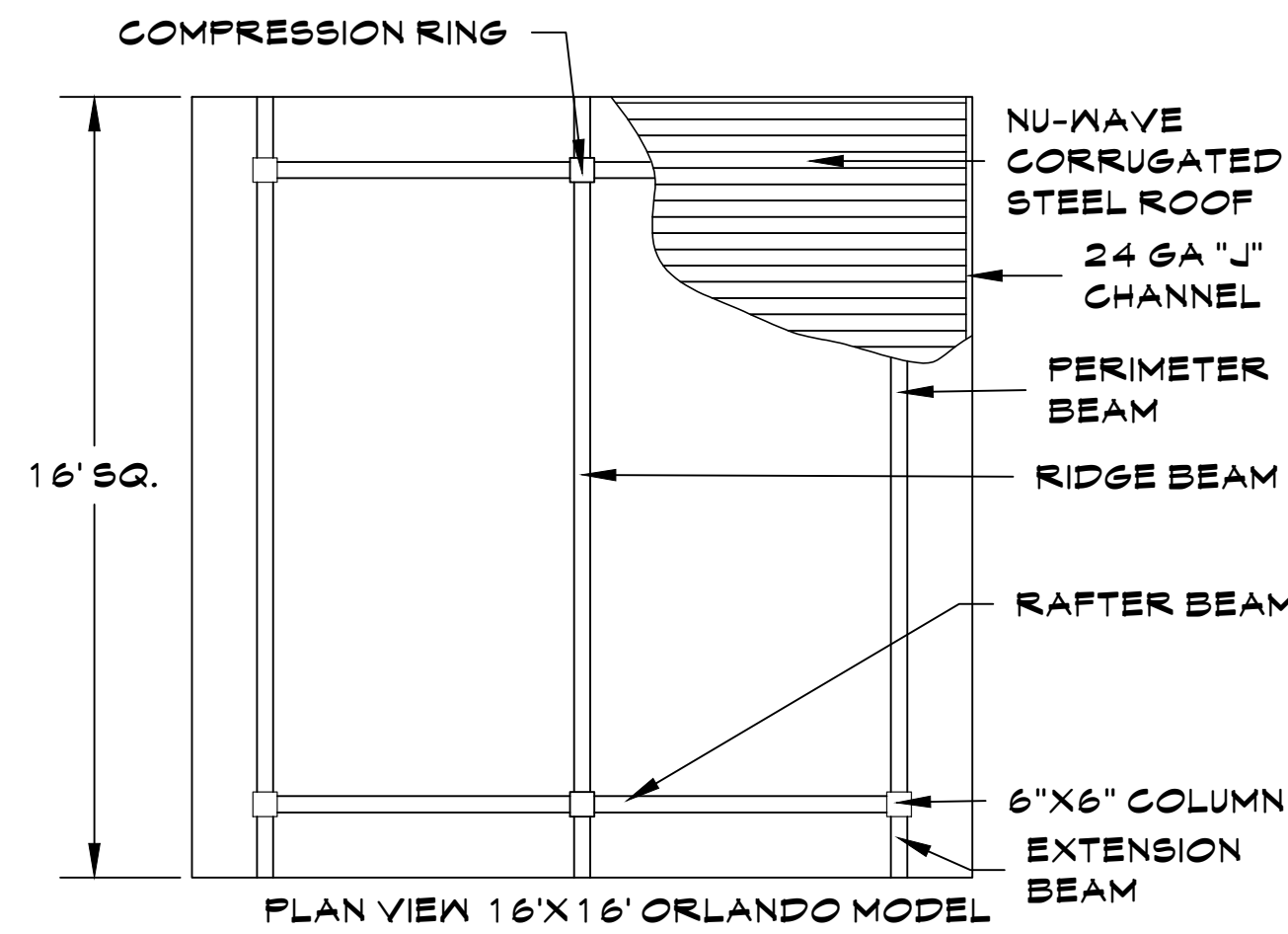
28 OF 31



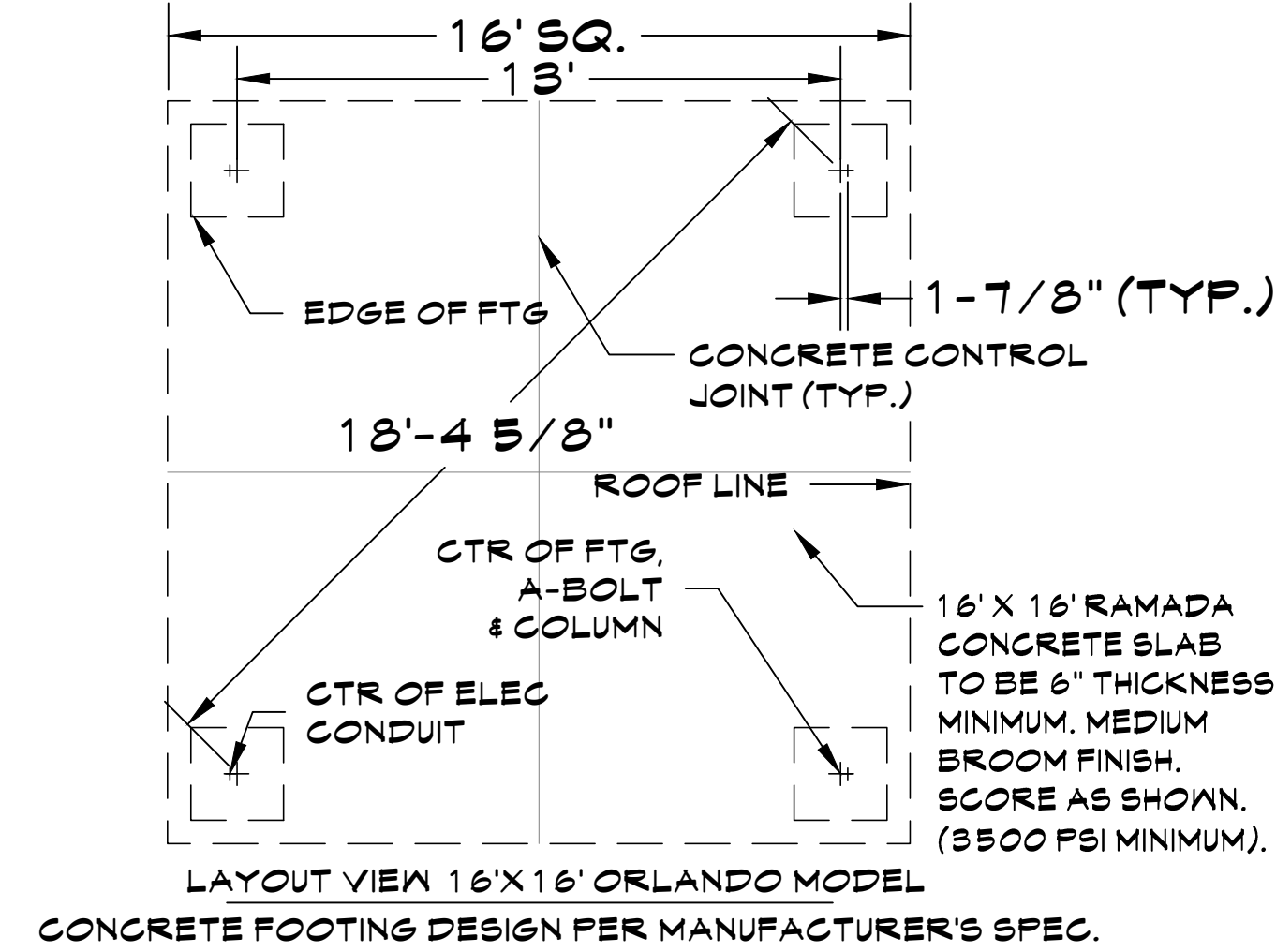
END ELEVATION



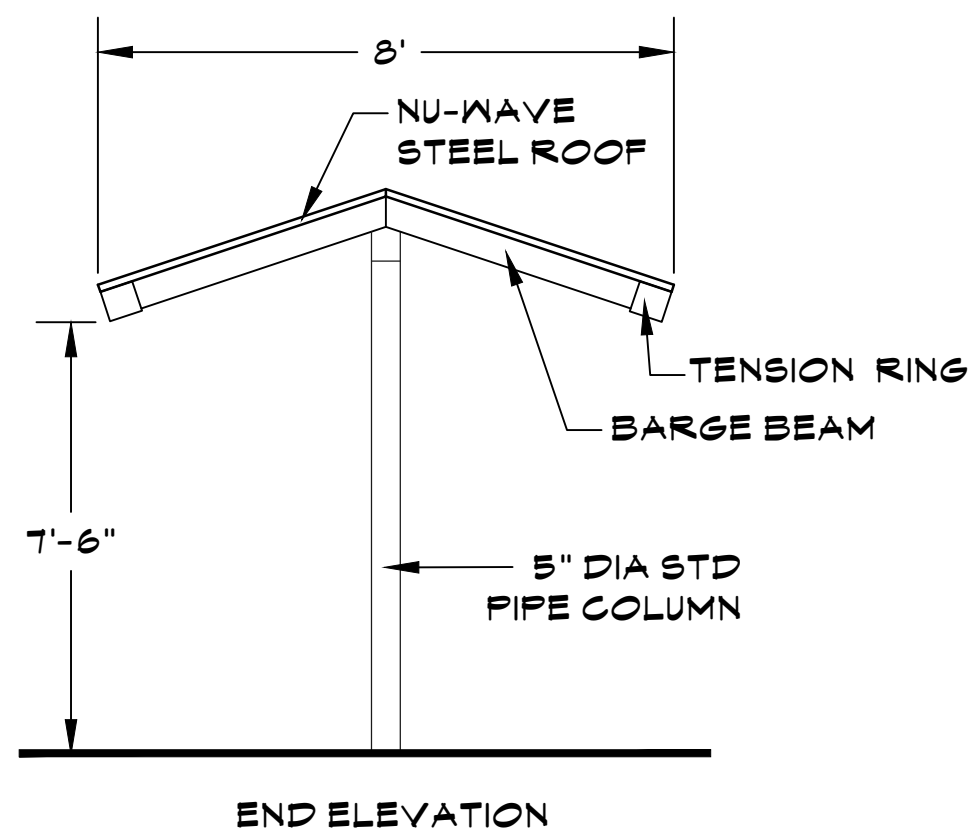
ELEVATION



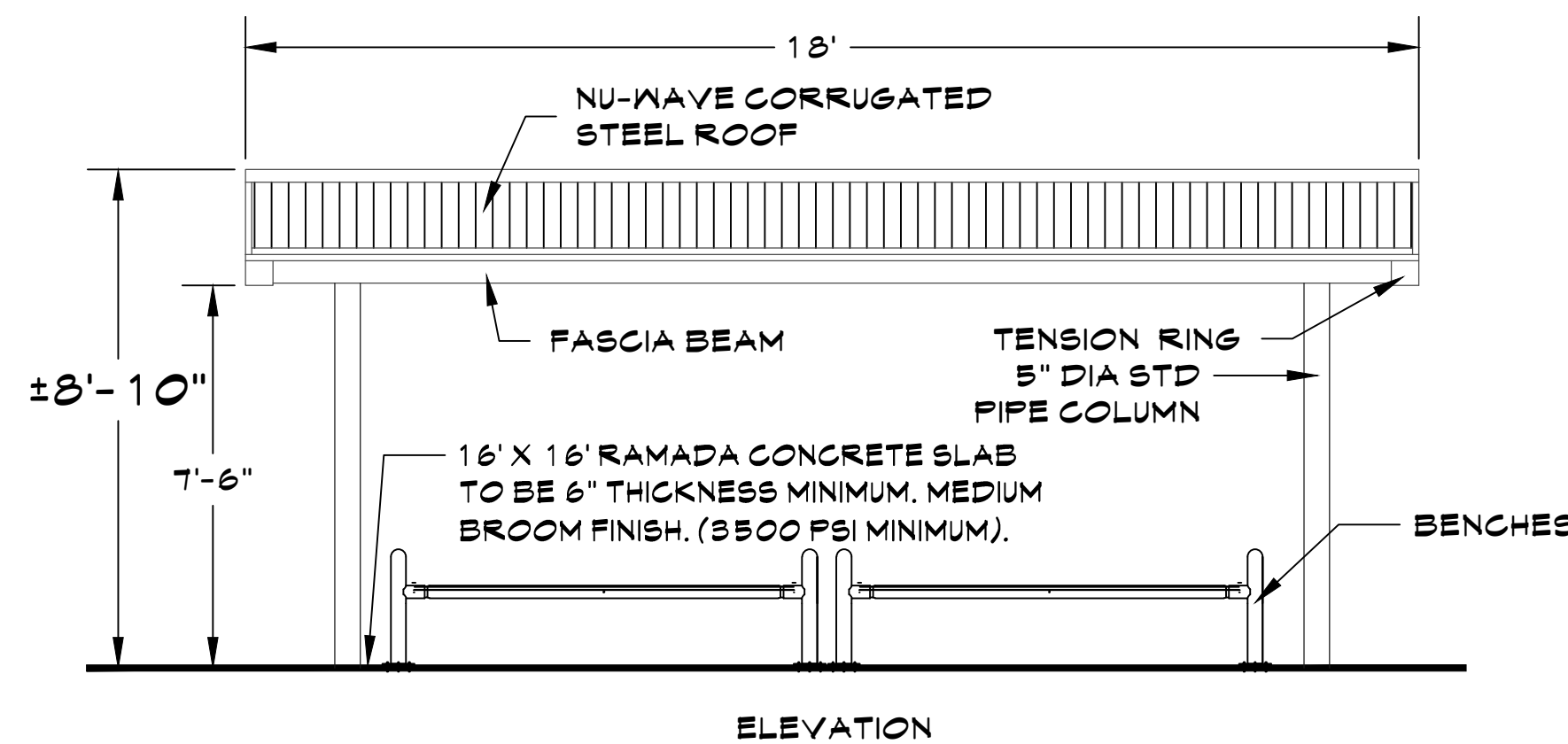
PLAN VIEW 16'X16' ORLANDO MODEL



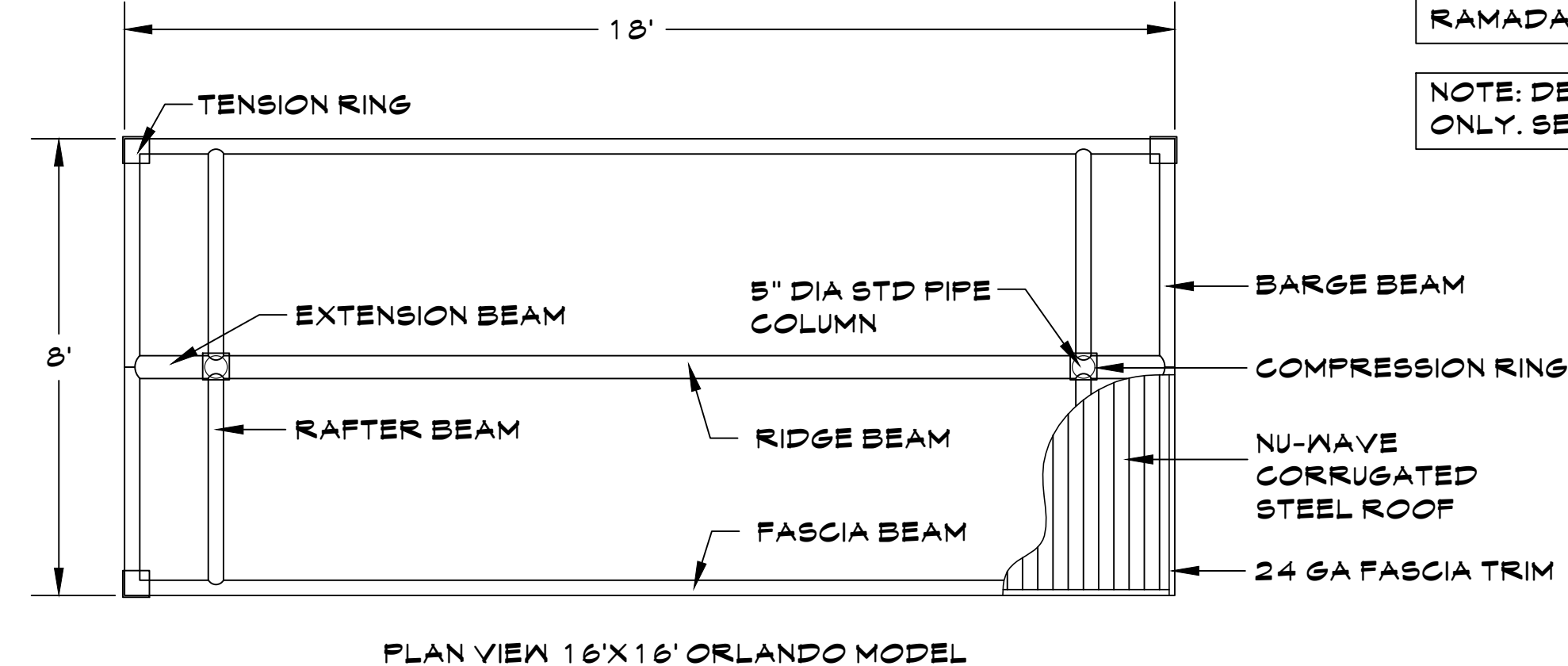
LAYOUT VIEW 16'X16' ORLANDO MODEL
CONCRETE FOOTING DESIGN PER MANUFACTURER'S SPEC.



END ELEVATION



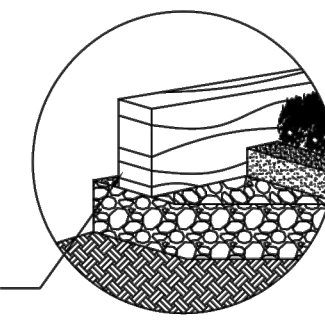
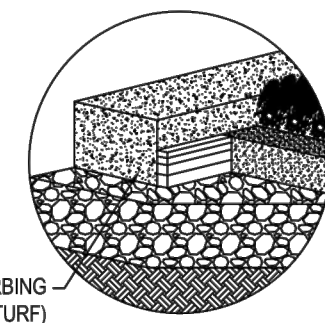
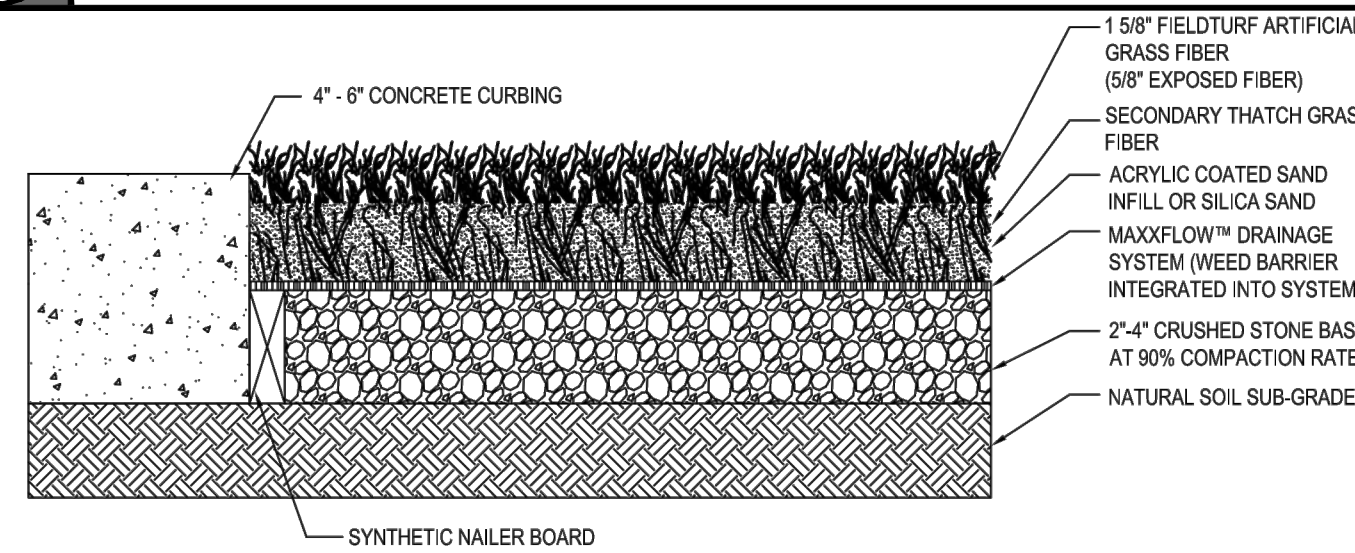
ELEVATION



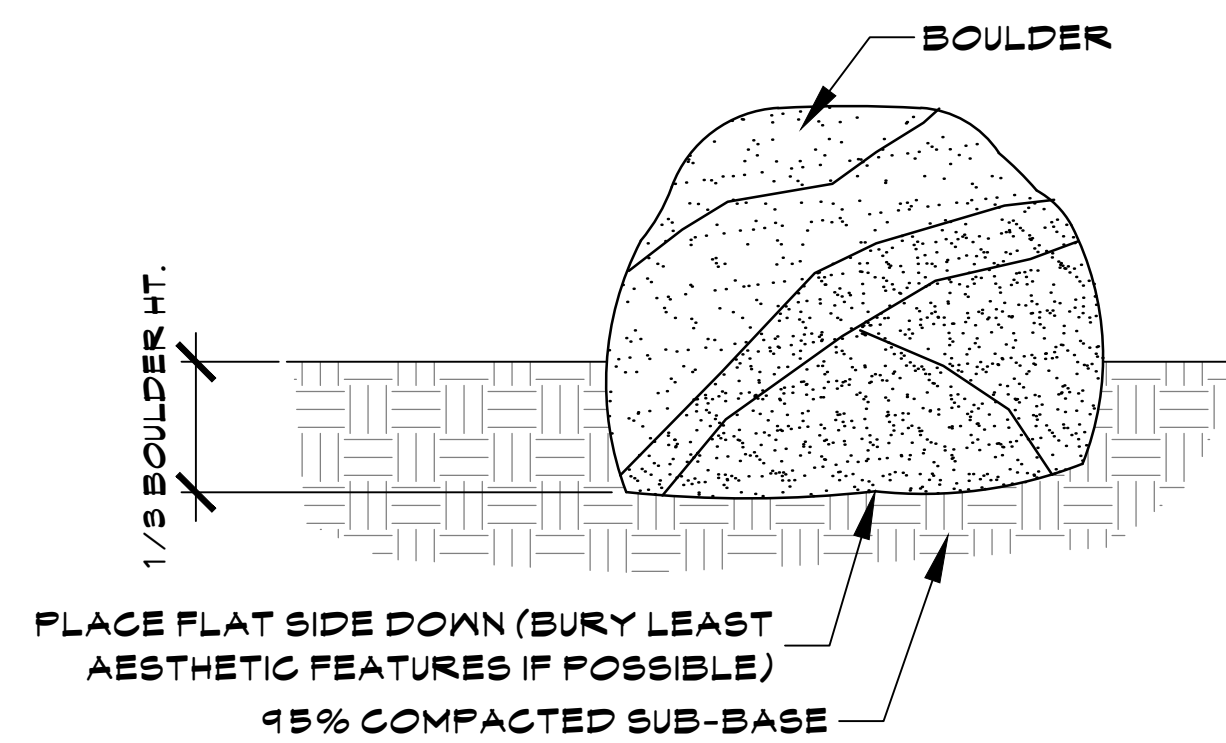
PLAN VIEW 16'X16' ORLANDO MODEL

NOTE: SEE ELECTRICAL PLANS FOR RAMADA LIGHTING AND GFCI OUTLET.

NOTE: DETAIL FOR AESTHETIC CHARACTER ONLY. SEE STRUCTURAL PLANS FOR COLUMNS.

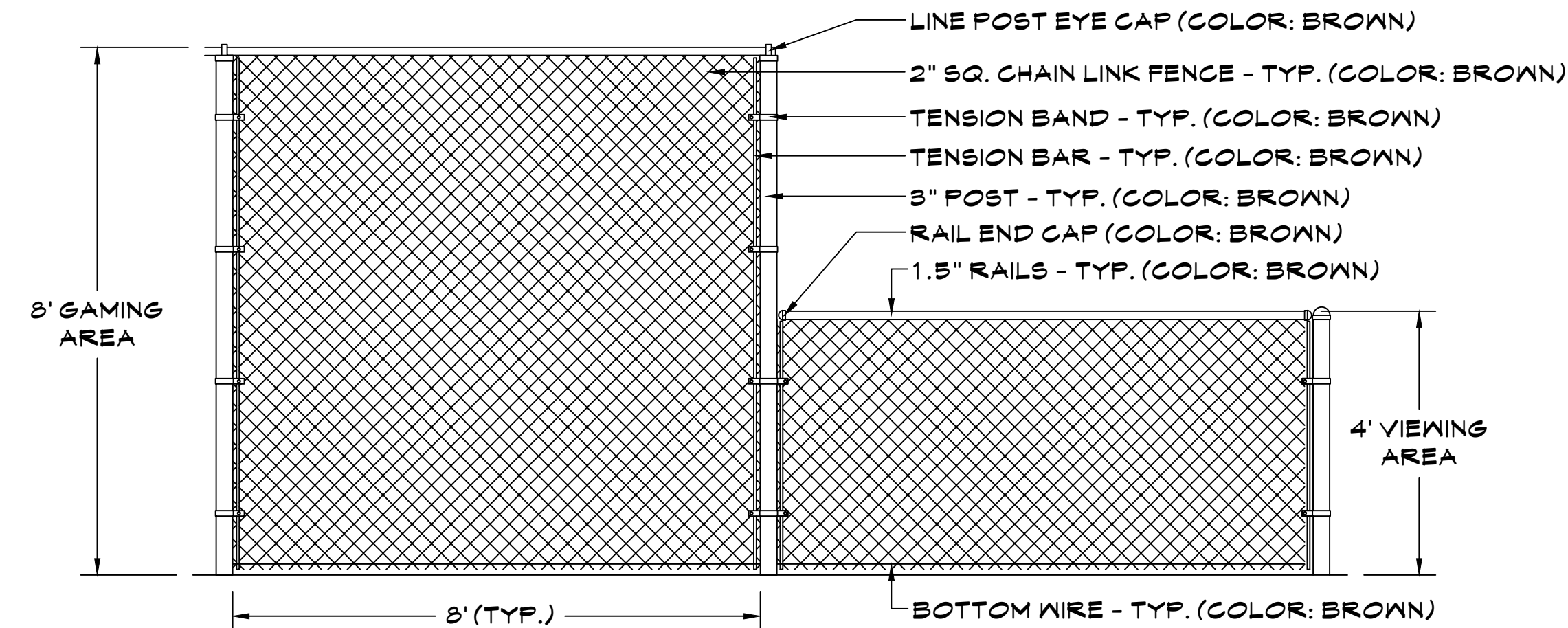


ARTIFICIAL TURF DETAIL

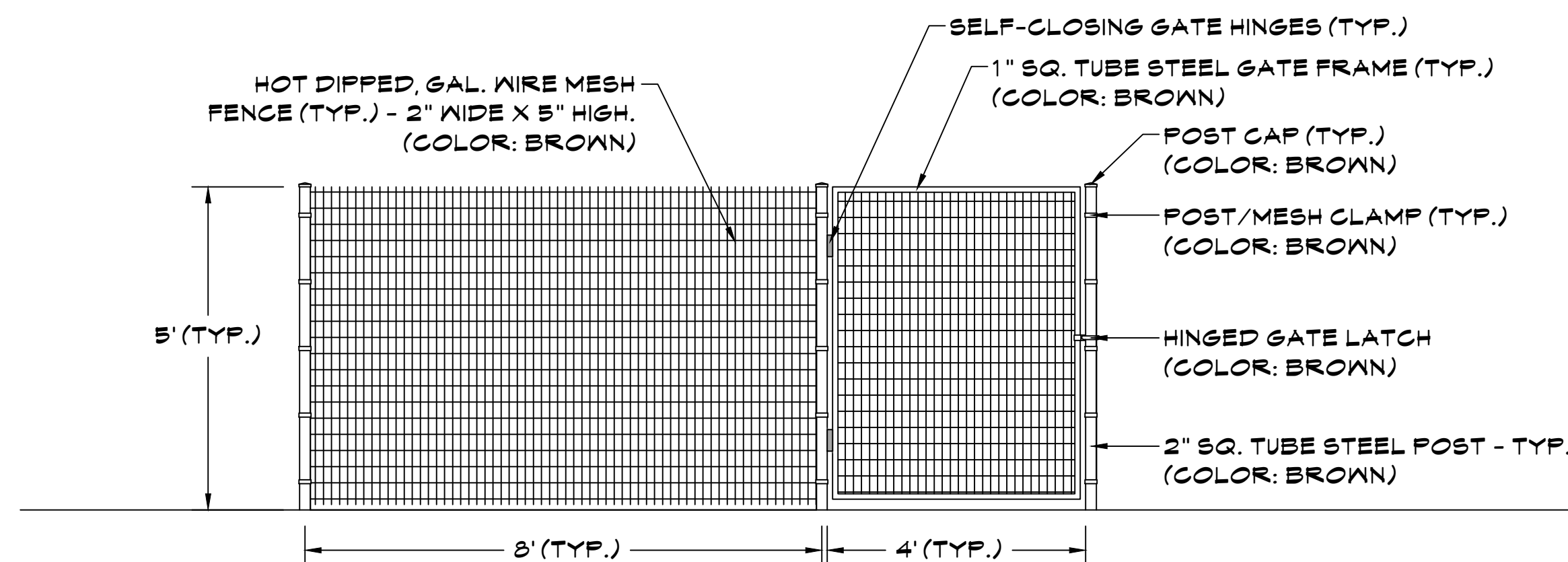


PLACE FLAT SIDE DOWN (BURY LEAST AESTHETIC FEATURES IF POSSIBLE)
95% COMPACTED SUB-BASE

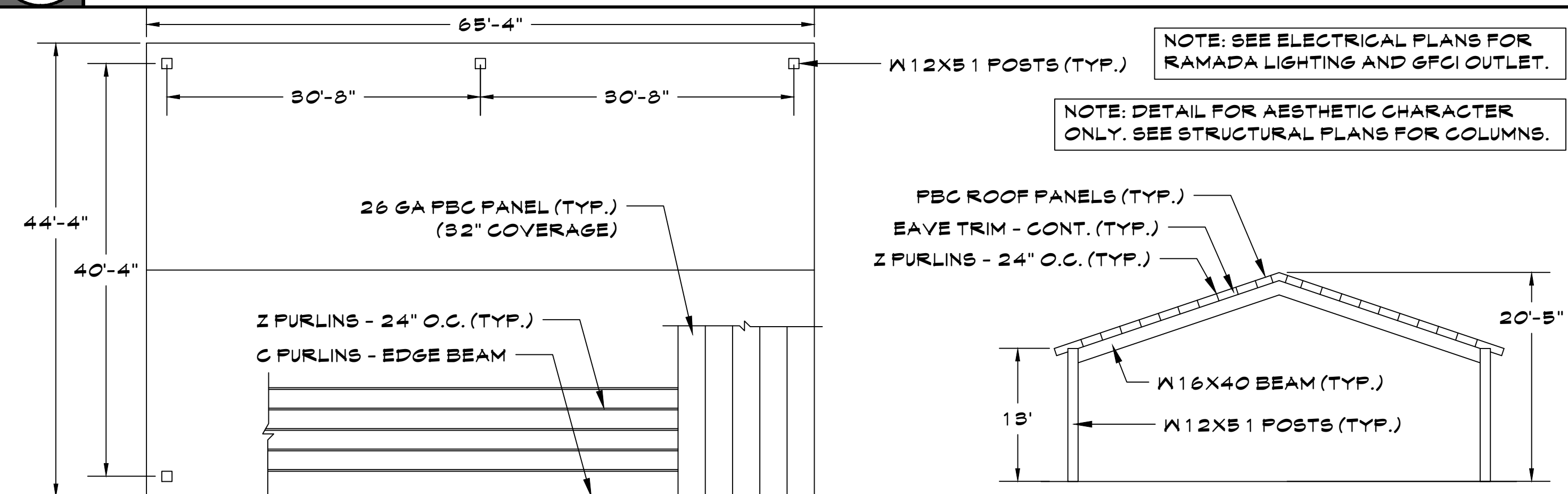
BOULDER DETAIL



PICKLEBALL COURT ENCLOSURE FENCE

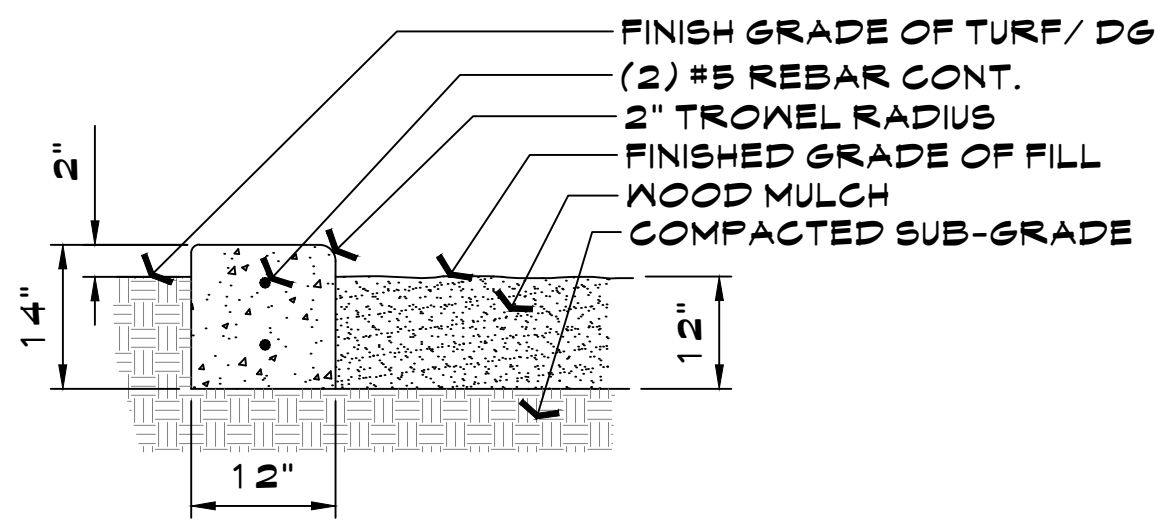


DOG PARK FENCING



45' X 66' RAMADA (REFERENCE DETAIL)

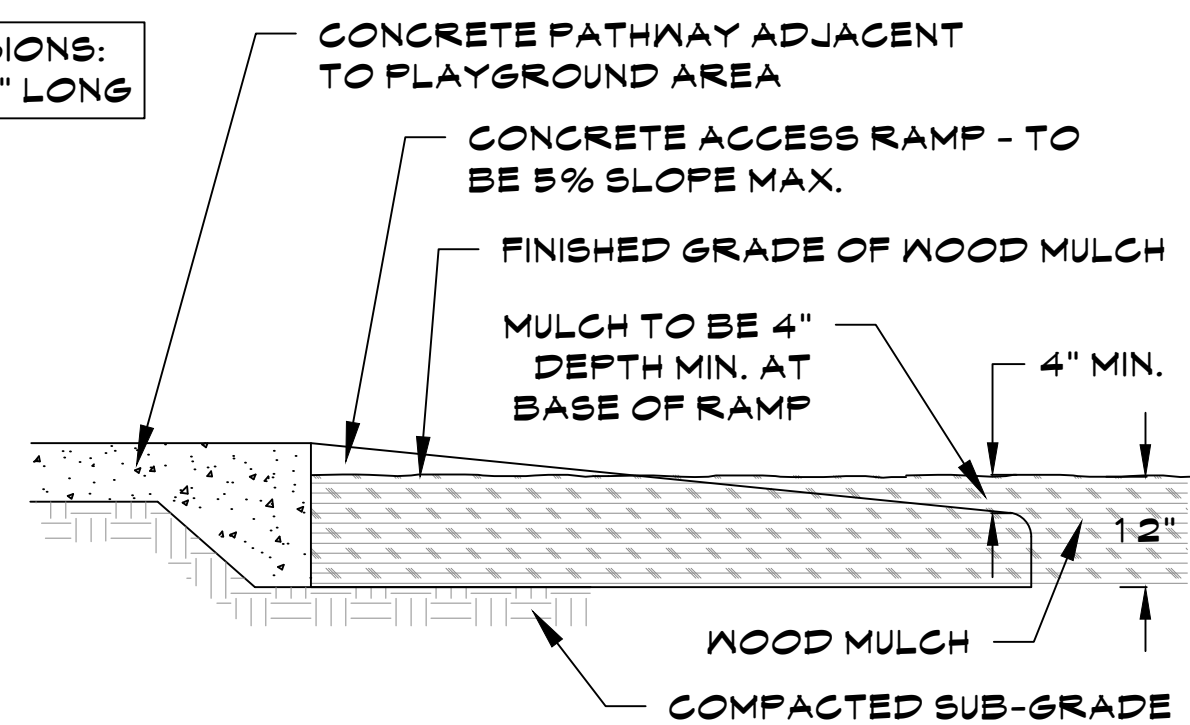
SCALE: 1" = 10'



NOTE:
EXPANSION JOINTS SHALL BE CONSTRUCTED AT THE END OF ALL POURS, AT POINTS OF CURVATURE, AND AT A MAX. SPACING OF 100 FEET.

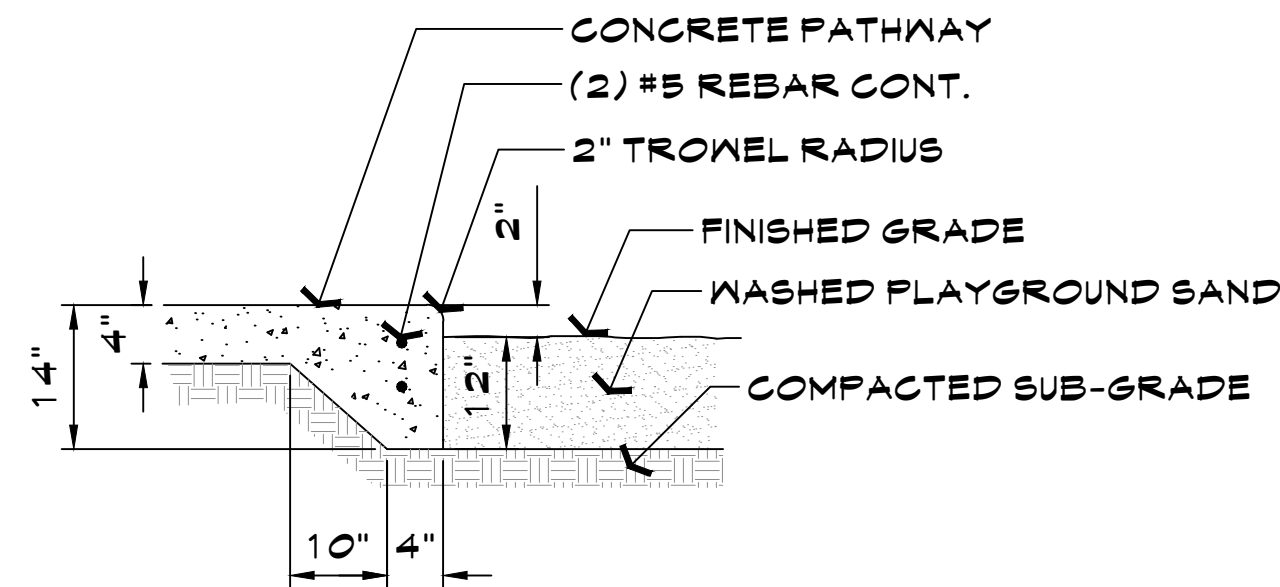
A CONCRETE PLAYGROUND HEADER

RAMP DIMENSIONS:
4' WIDE X 8'-6" LONG



NOTE:
ALL CONCRETE RAMPS TO BE LOCATED OUTSIDE OF PLAY EQUIPMENT FALL ZONES TO ENSURE THAT MULCH DEPTH ACCOMMODATES PLAY EQUIPMENT FALL HEIGHTS.

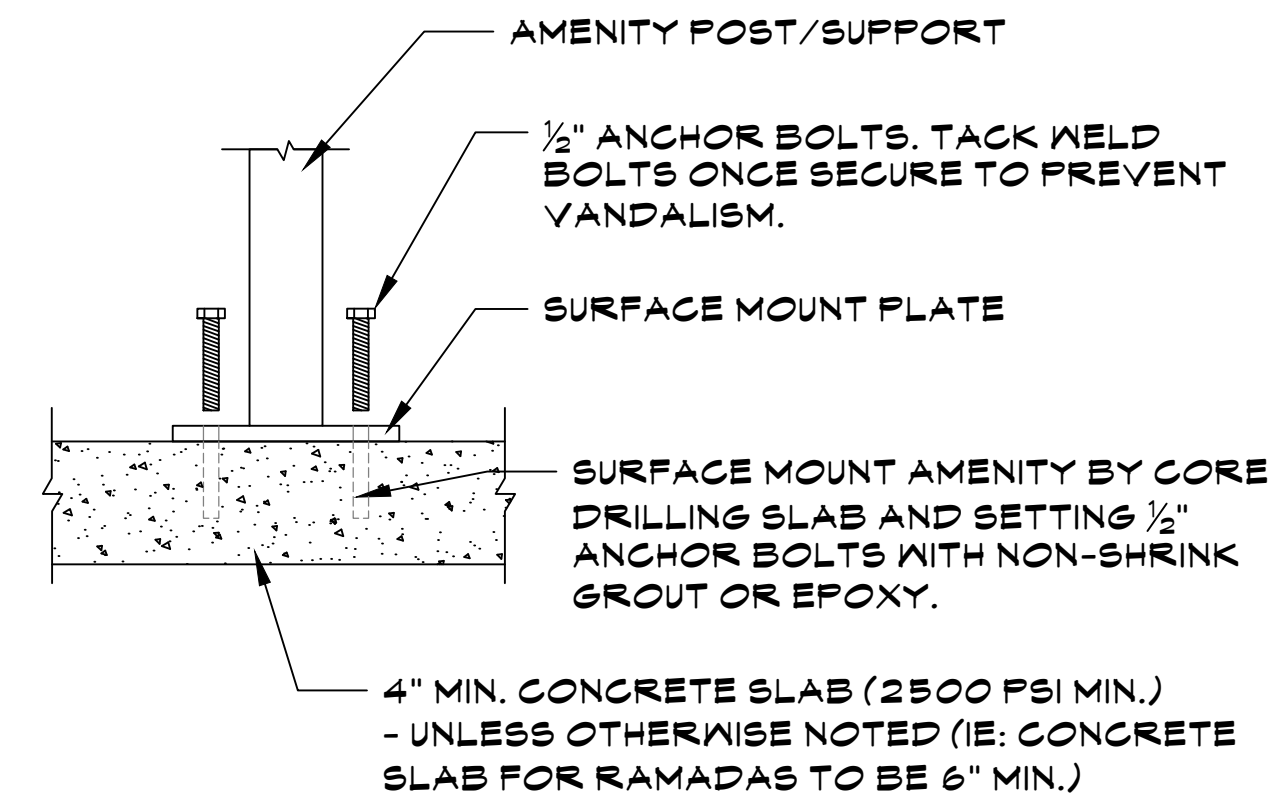
B CONCRETE PLAYGROUND RAMP



NOTE:
EXPANSION JOINTS SHALL BE CONSTRUCTED AT THE END OF ALL POURS, AT POINTS OF CURVATURE, AND AT A MAX. SPACING OF 100 FEET.

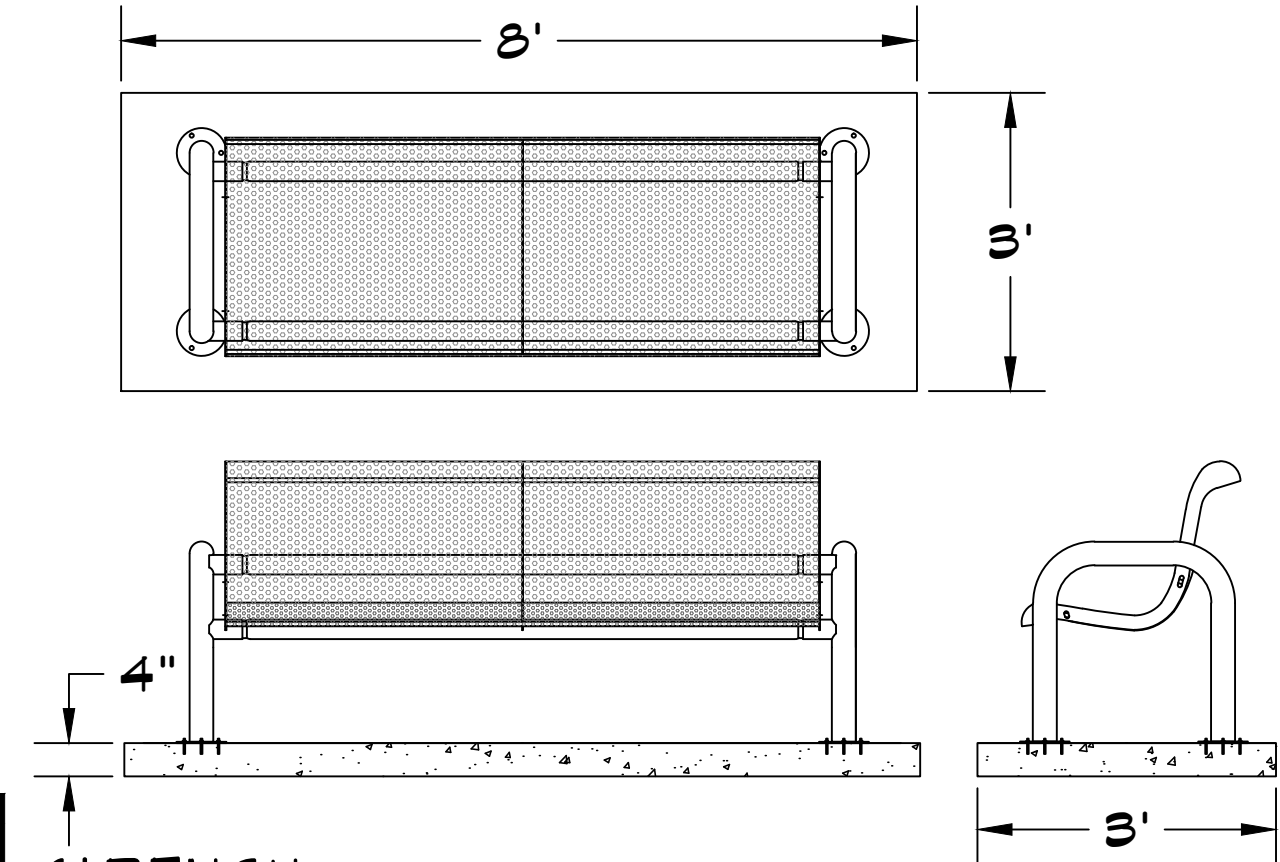
C CONCRETE PLAYGROUND TURNDOWN

NOTE: SEE MANUFACTURER'S RECOMMENDED ANCHOR BOLT SIZE. IF GREATER THAN 1/2" BOLT, USE MANUFACTURER RECOMMENDED BOLT.



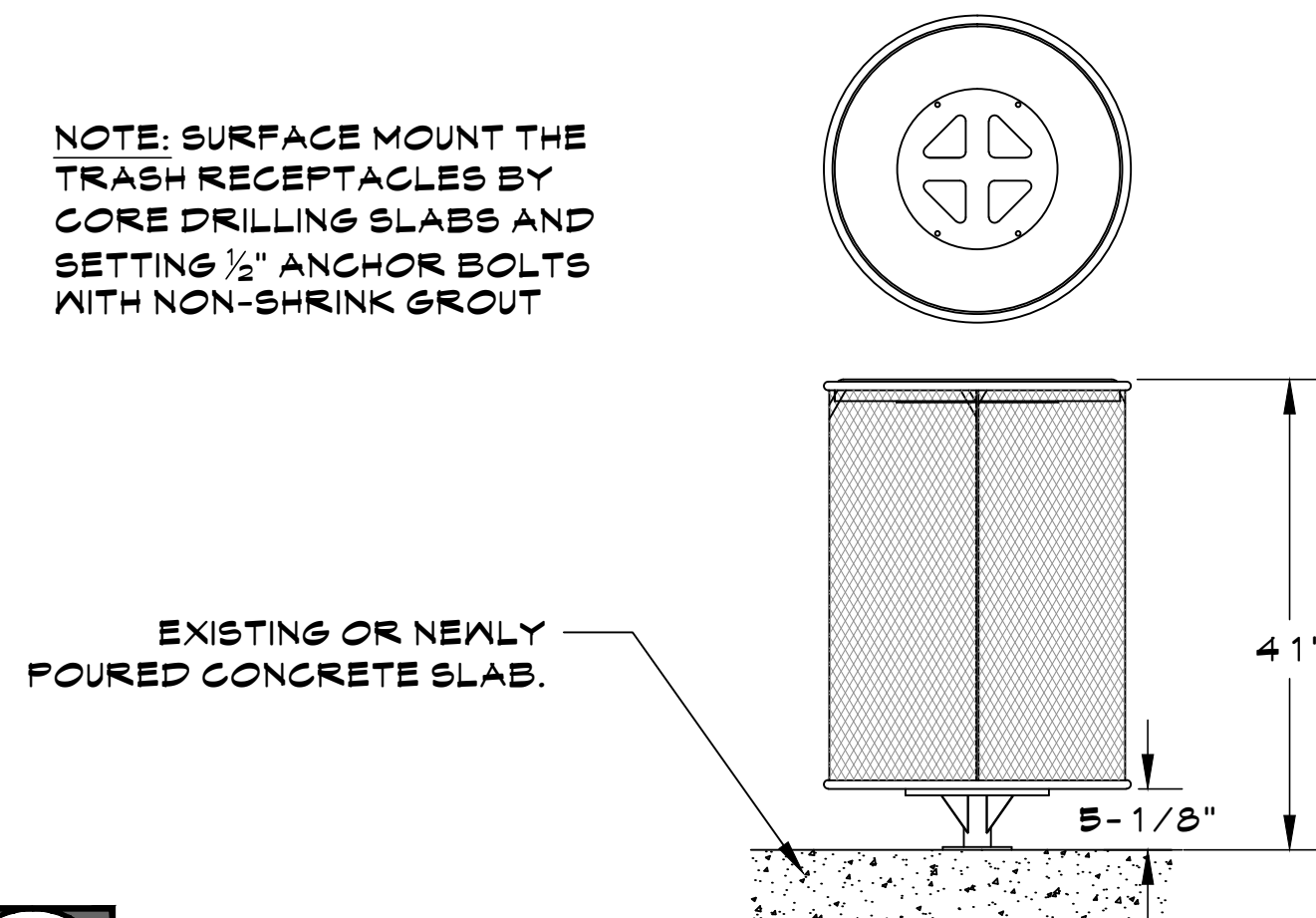
D SURFACE MOUNT

NOTE: SURFACE MOUNT THE BENCH BY CORE DRILLING SLABS AND SETTING 1/2" ANCHOR BOLTS WITH NON-SHRINK GROUT. SLABS TO BE STANDARD 4" THICK CONCRETE AT 2500PSI MIN.



E 6' BENCH

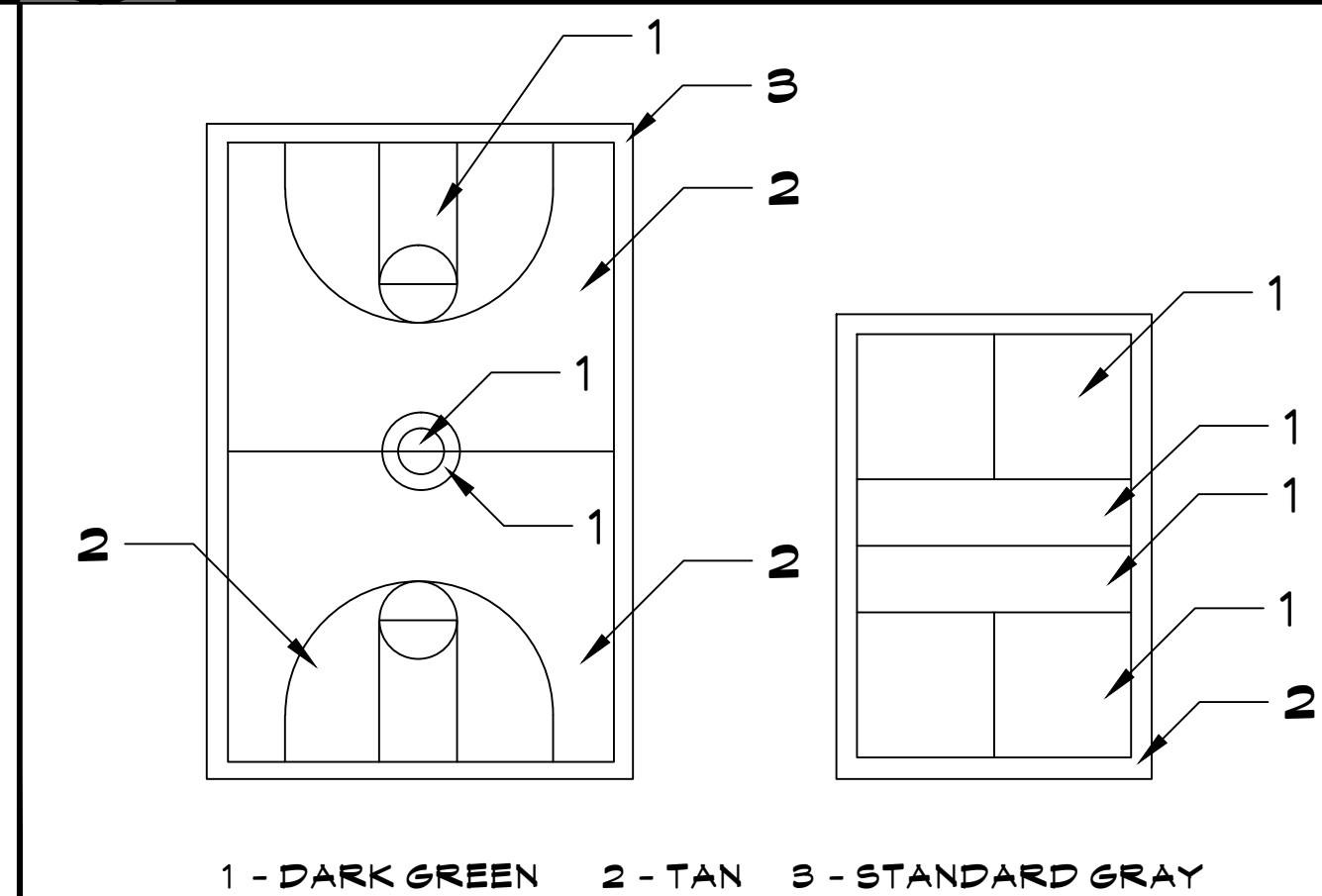
NOTE: SURFACE MOUNT THE TRASH RECEPTACLES BY CORE DRILLING SLABS AND SETTING 1/2" ANCHOR BOLTS WITH NON-SHRINK GROUT



F TRASH RECEPTACLE

1. COLOR CONCENTRATE WITH SAND
2. THORWORKS INDUSTRIES INC. - 1-800-926-1994
3. COLOR CONCENTRATE WITH SAND IS A 100% ACRYLIC EMULSION COATING DESIGNED FOR SPORTS AND RECREATION PAVED SURFACES
4. PAVEMENT SURFACE MUST BE CLEANED ENTIRELY OF DUST, DIRT, DEBRIS AND ALL LOOSE MATERIALS. REPAIR OF ALL PAVEMENT SURFACE DEFECTS, DEPRESSIONS AND CRACKS MUST BE COMPLETED PRIOR TO APPLICATION. ALL REPAIRS MUST BE FLUSH AND SMOOTH TO ADJOINING SURFACES. NEW CONCRETE MUST CURE FOR 28 DAYS PRIOR TO APPLICATION.
5. MIX MATERIALS TO A SMOOTH, UNIFORM CONSISTENCY. FOR 55 GALLONS OF CONCENTRATE W/ SAND, MIX IN 20-25 GALLONS OF WATER. FOR 30 GALLONS OF CONCENTRATE W/ SAND, MIX IN 12-15 GALLONS OF WATER.
6. APPLY MIXED CONCENTRATE W/ SAND WITH SOFT RUBBER SQUEEGEES. ALLOW EACH COAT TO THOROUGHLY DRY BEFORE APPLYING NEXT COAT.
7. YIELD CALCULATIONS ARE BASED ON UNDILUTED GALLONS OF SPORTMASTER CONCENTRATE W/ SAND AND VARY ACCORDING TO SURFACE TEXTURE AND POROSITY WITHIN THE LIMITS AS FOLLOWS: EACH COAT REQUIRES .06 TO .08 GALLONS PER SQUARE YARD.
8. CONCENTRATE W/ SAND DRIES IN 30 TO 60 MINUTES UNDER OPTIMUM DRYING CONDITIONS. ALLOW 48 HOURS BEFORE ALLOWING FOOT TRAFFIC OR PLAY.
9. DO NOT STORE IN DIRECT SUNLIGHT OR WHERE TEMPERATURES EXCEED 100°F. DO NOT APPLY IF RAIN IS IMMINENT OR FORECAST. KEEP FROM FREEZING. CLOSE CONTAINER WHEN NOT IN USE.

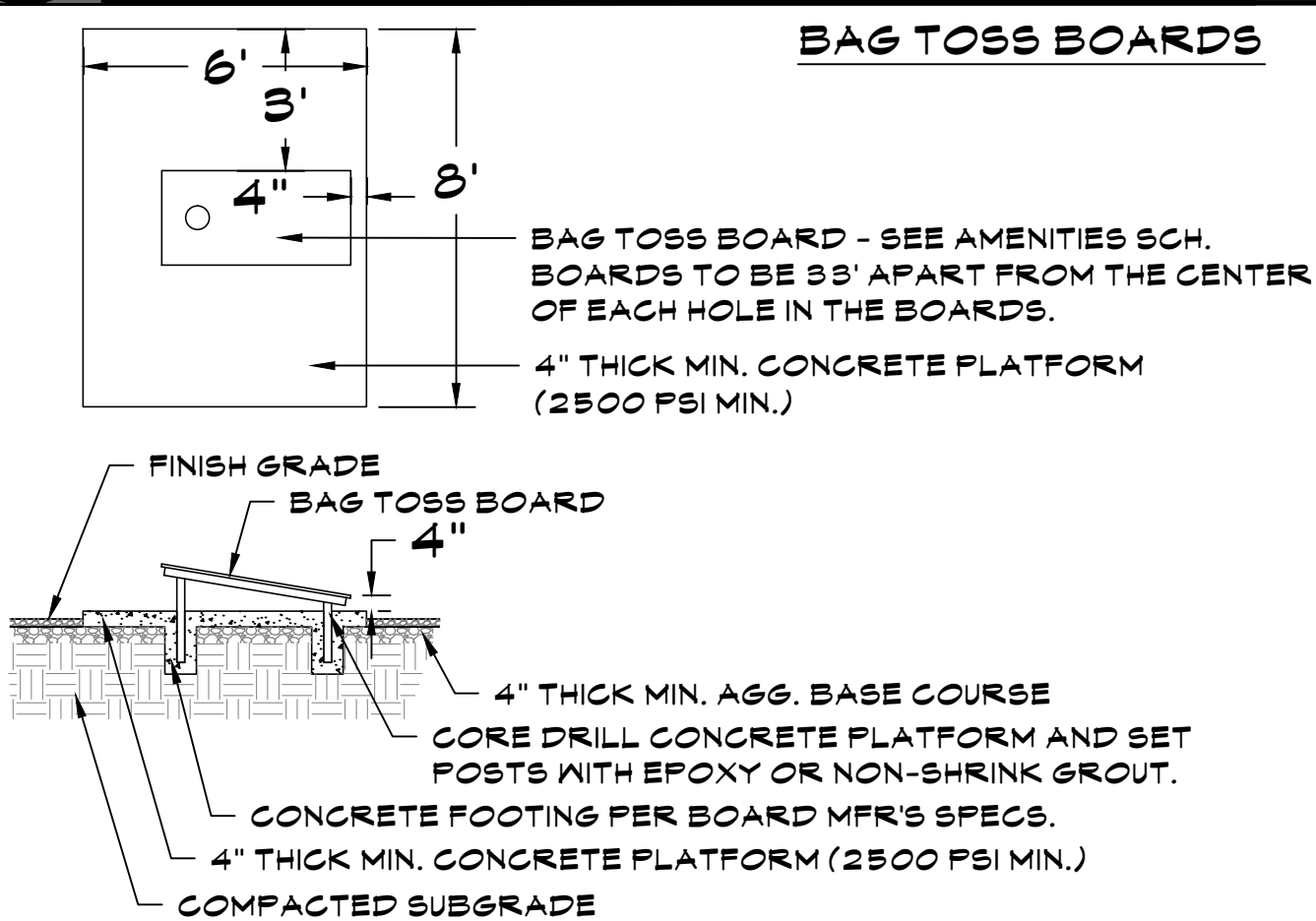
G BASKETBALL COURT



H COURT FINISH SPECIFICATIONS

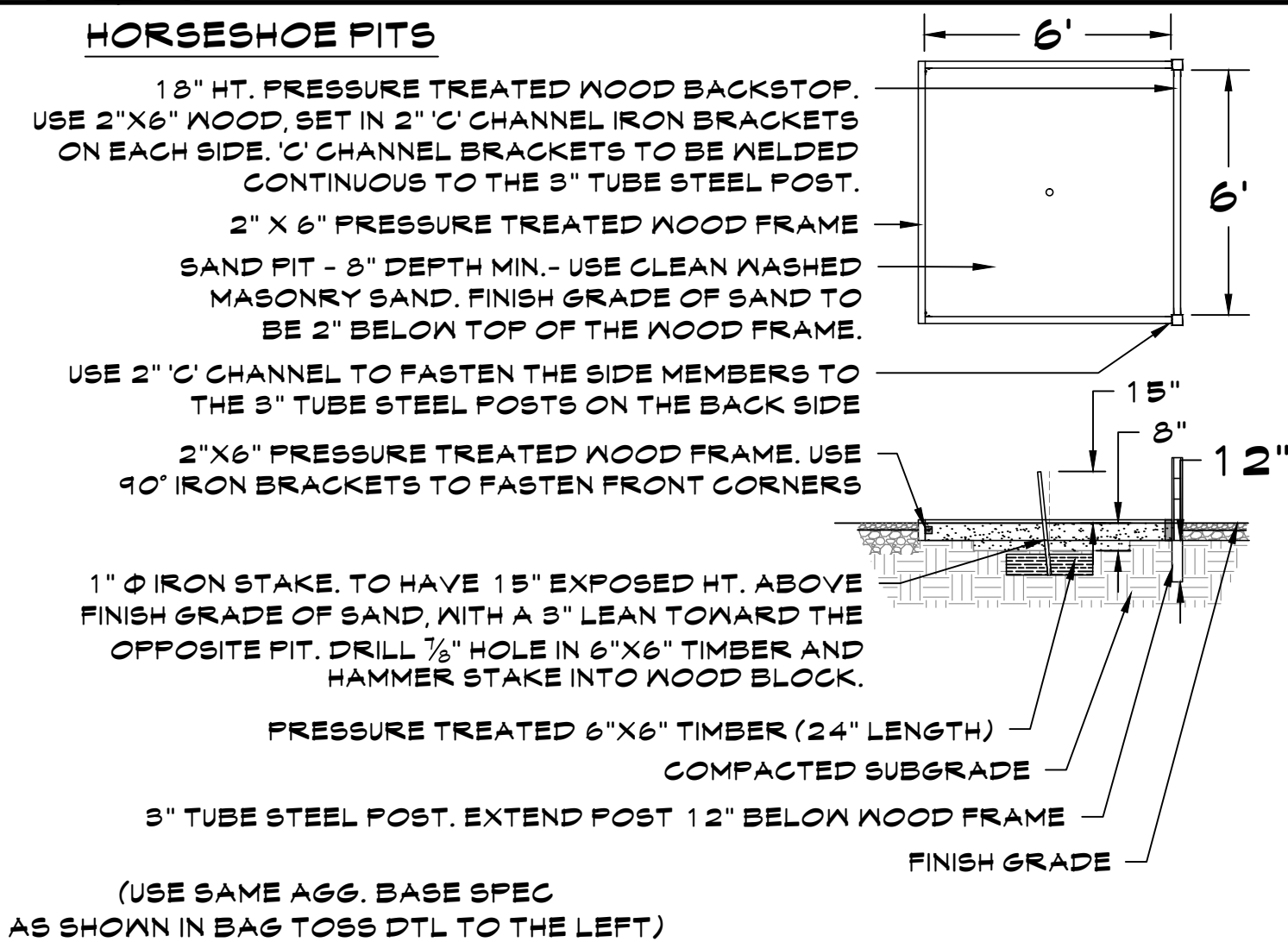
SCALE: NTS

BAG TOSS BOARDS



I BAG TOSS/HORSESHOE PLATFORMS

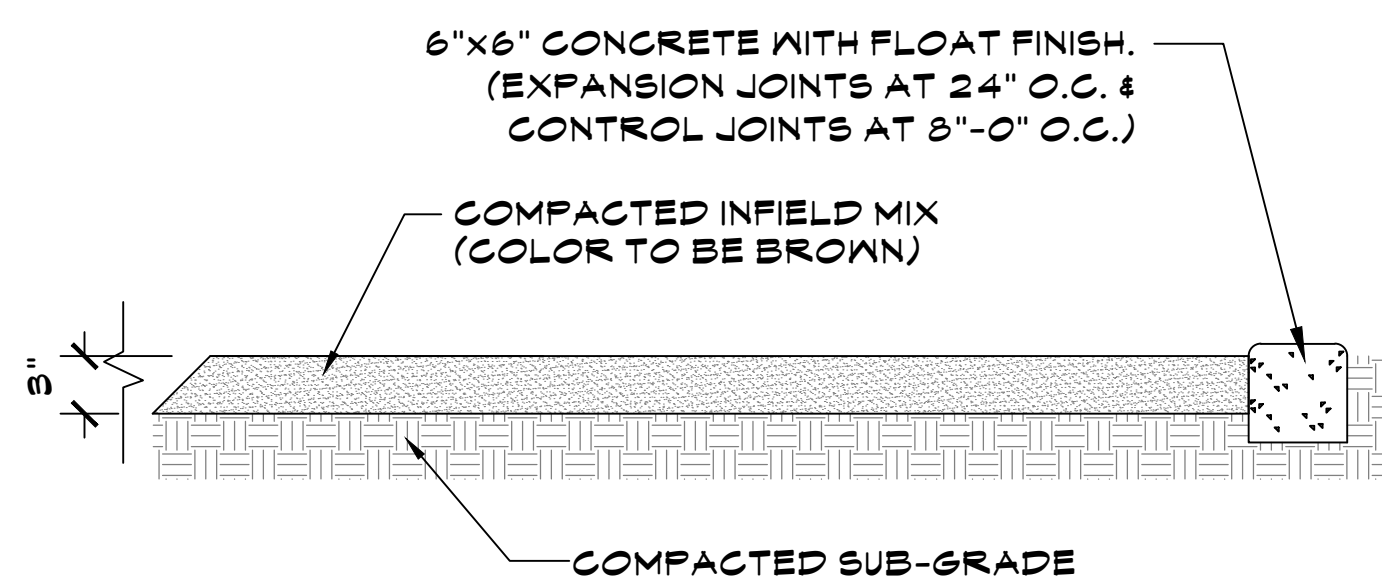
HORSESHOE PITS



SPECIAL NOTES (ALL DETAILS ON SHEET):

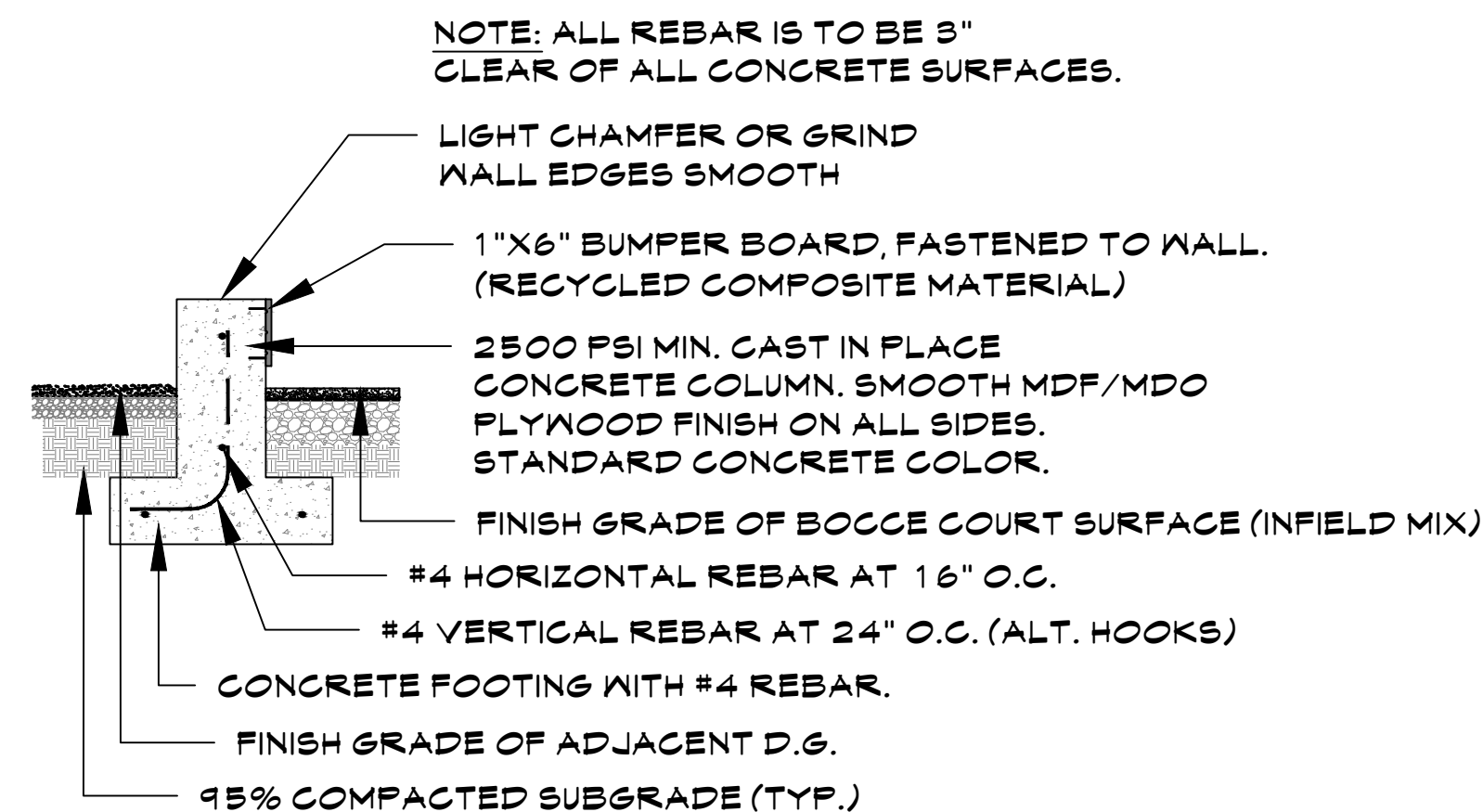
1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
2. SIGN SHOWN FOR REFERENCE ONLY, SIGN REQUIRES A SEPARATE PERMIT.
3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.
4. ALL WROUGHT IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE, ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.
5. ALL ALTERNATE OR EQUIVALENT SUBSTITUTIONS MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.

J NOTES

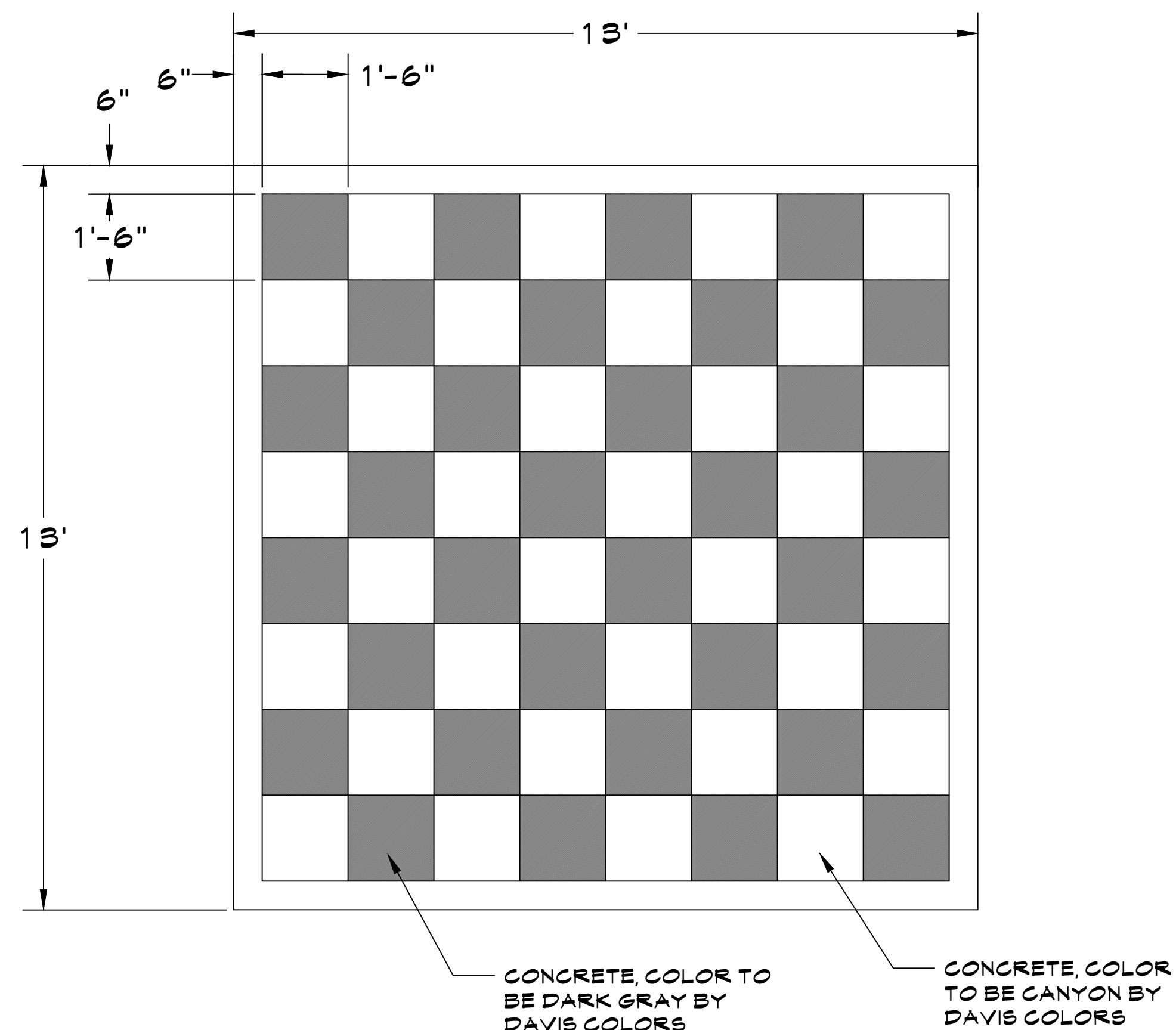


NOTES:
1. APPLY APPLICATION OF PRE-EMERGENT BEFORE AND AFTER INSTALLATION.

K INFIELD MIX (GAMING AND GATHERING AREAS)

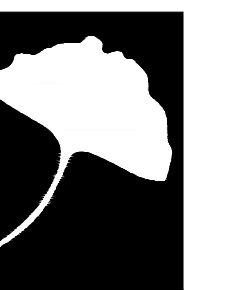


L BOCCE BALL



M GIANT CHESS/CHECKERS

SCALE: NTS



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Expires: 6-30-2021

AMENITIES DETAILS
AUSTIN RANCH EAST - PHASE 1A
NWC OF WILLIAMS ROAD AND 175TH AVE.
SURPRISE, ARIZONA
PREPARED FOR: COURTLAND HOMES

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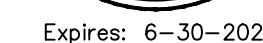
REVISIONS:

SHEET NO. **L5.3**



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WALL PLAN
AUSTIN RANCH EAST - PHASE 1A

NWNC OF WILLIAMS ROAD AND 175TH AVE.

PREPARED FOR: COURTLAND HOMES

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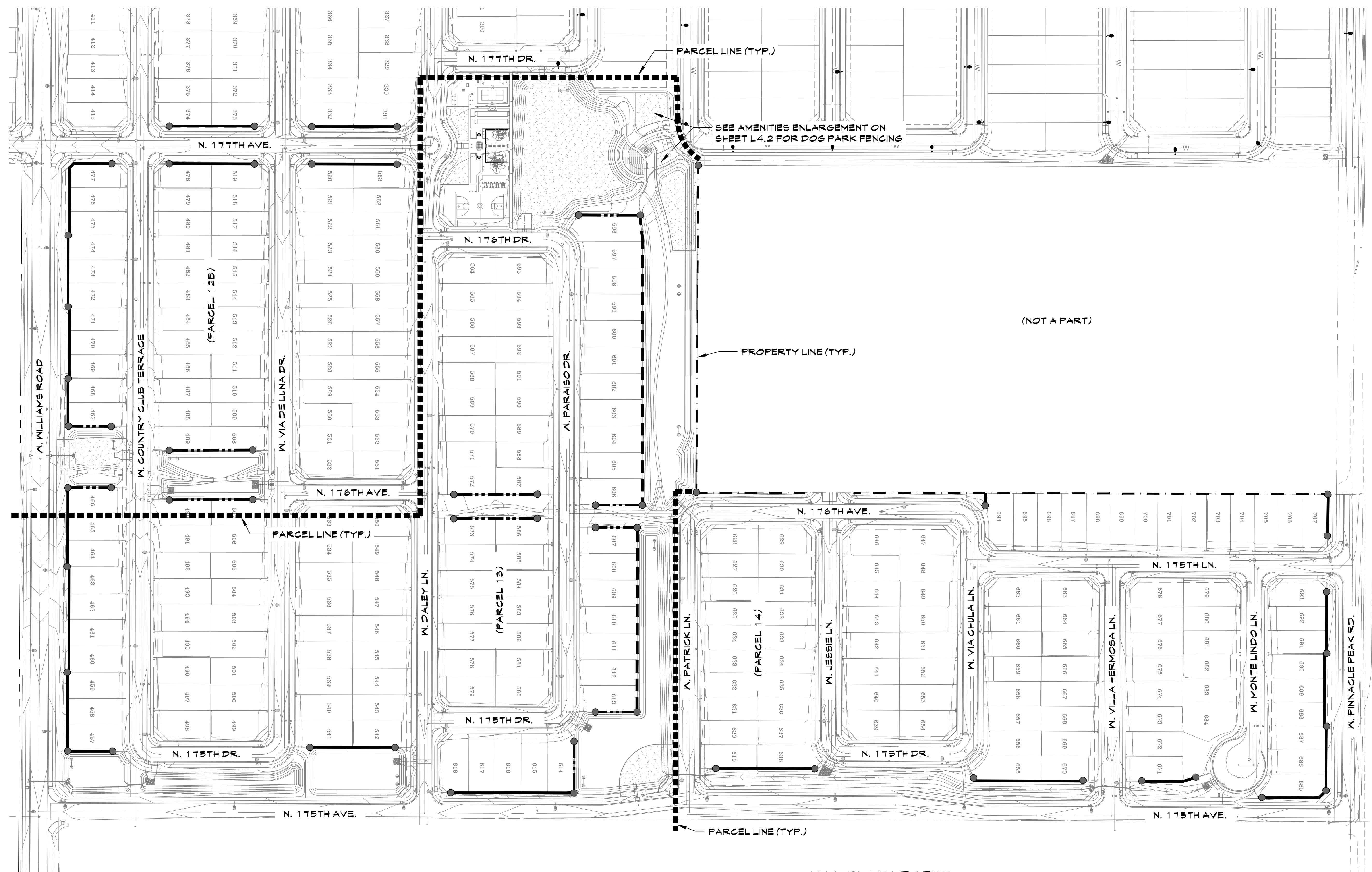
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SHEET NO.
L3.1

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WALL PLAN LEGEND

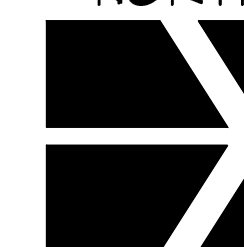
	6' HT. THEME WALL (≈ 3,665 LN.FT.) - SEE DETAIL 'A' ON SHEET L5.1
	6' HT. VIEW FENCE (≈ 955 LN.FT.) - SEE DETAIL 'C' ON SHEET L5.1
	6' HT. PARTIAL VIEW FENCE (≈ 1,425 LN.FT.) - SEE DETAIL 'D' ON SHEET L5.1
	6' HT. BUILDER WALL (≈ 1,830 LN.FT.) - 4" BUILDER/DOOLEY WALL - STANDARD GRAY
	PROJECT THEME COLUMNS - (57) TOTAL - SEE DETAIL 'B' ON SHEET L5.1

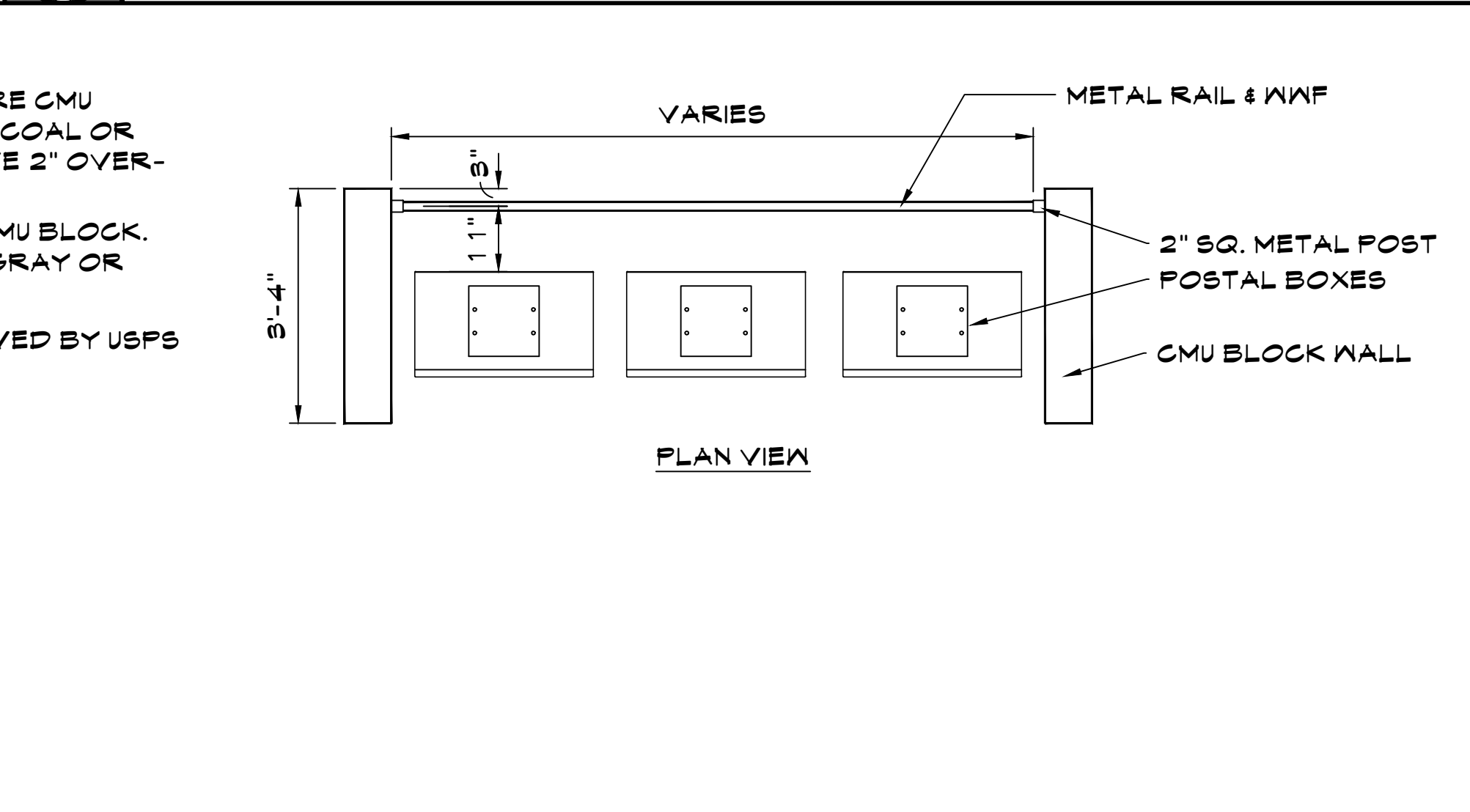
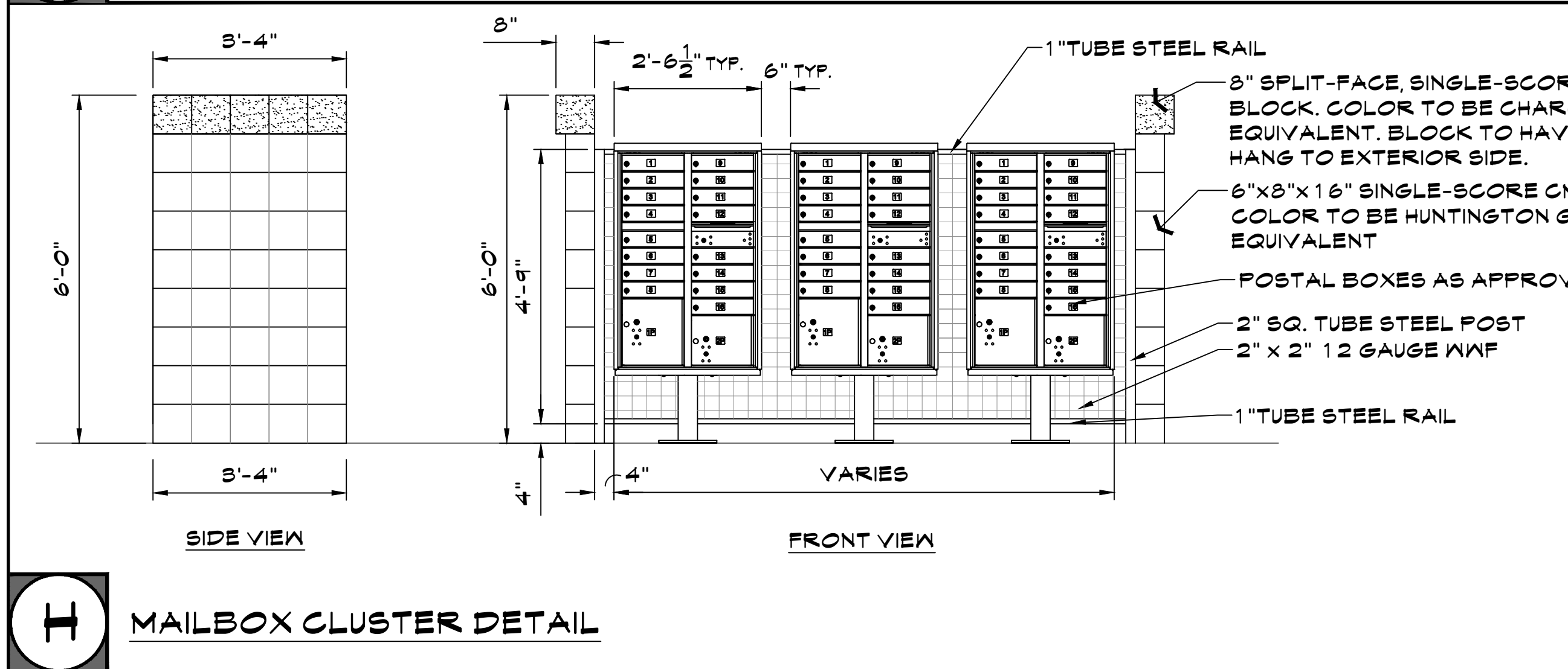
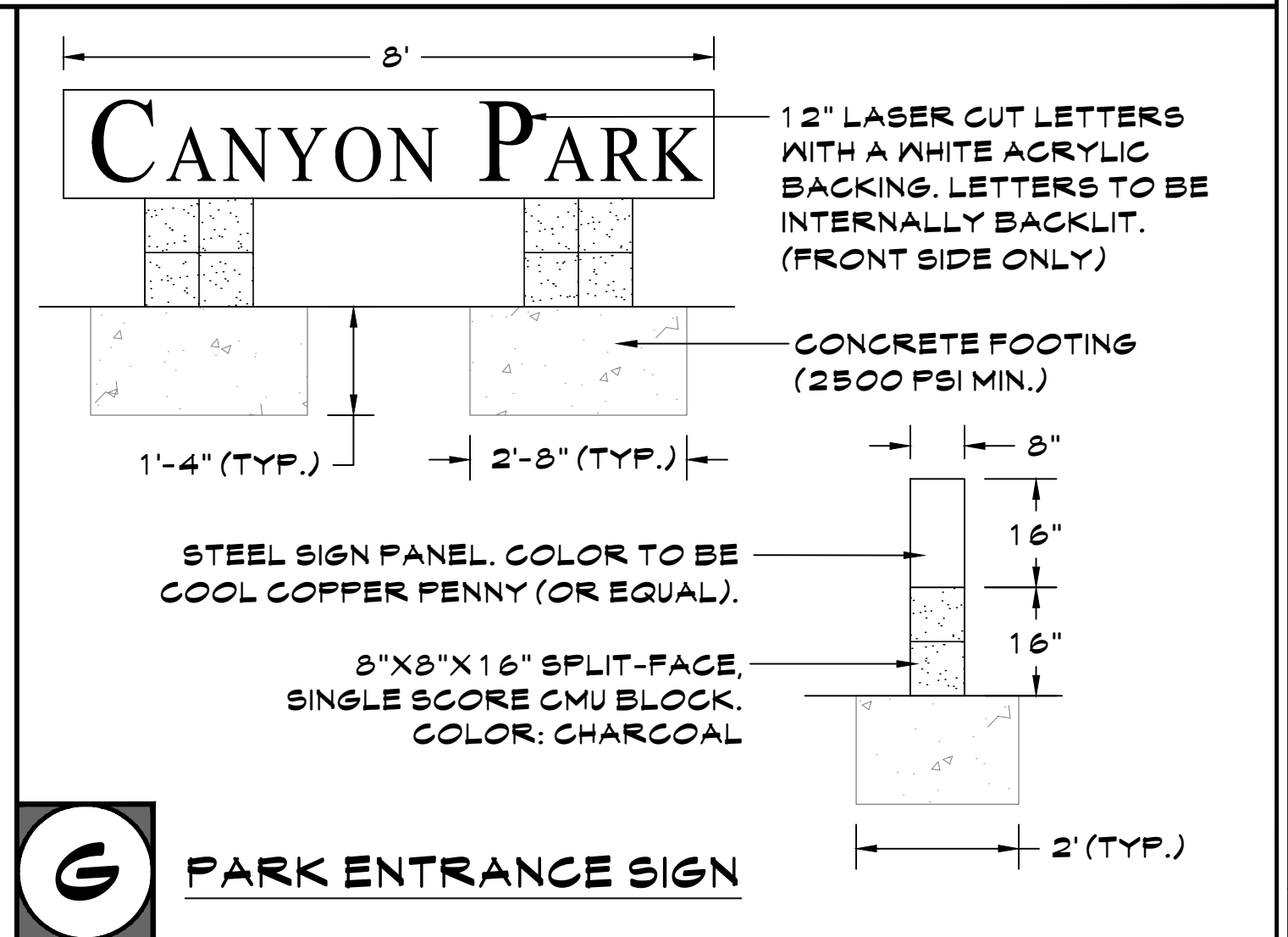
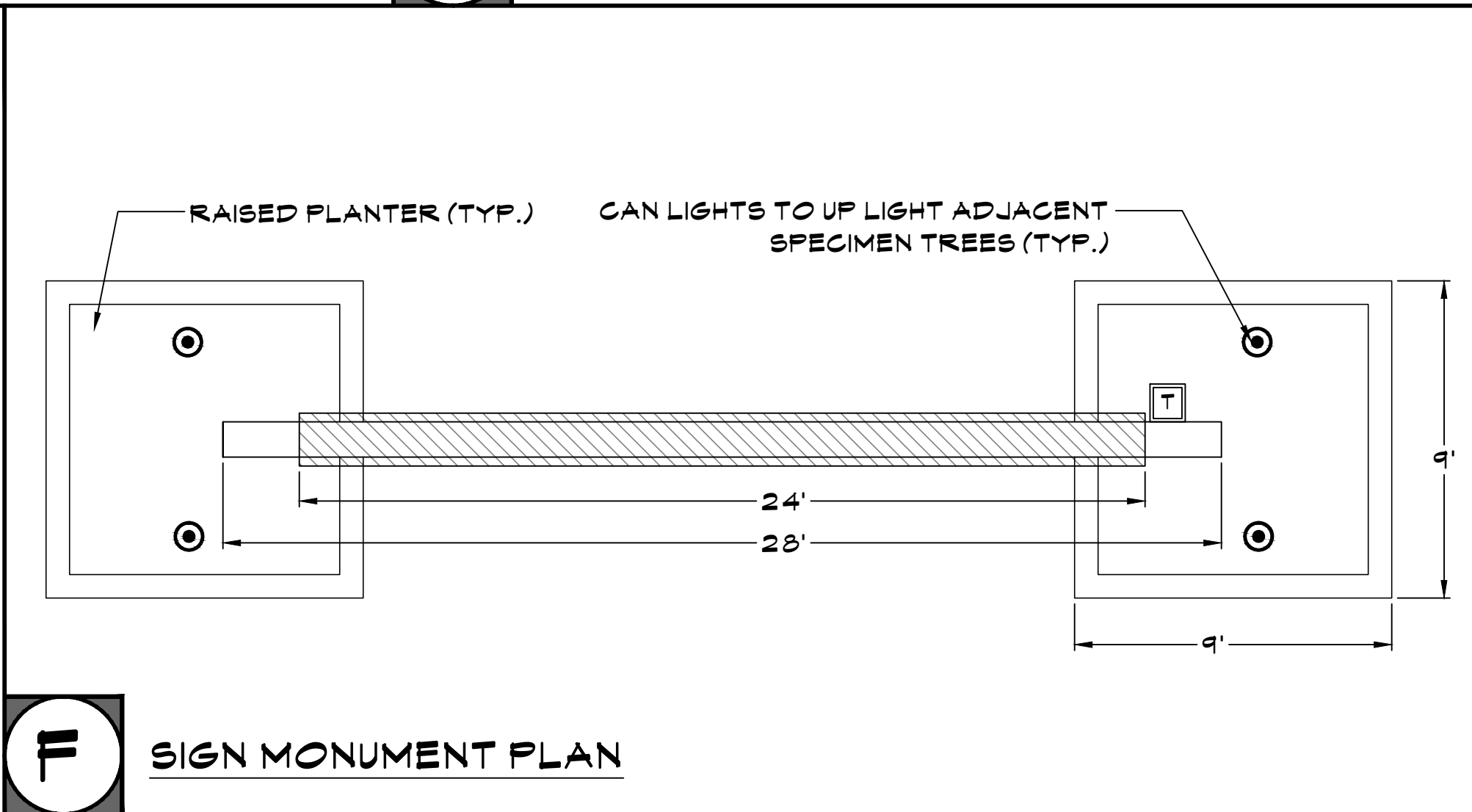
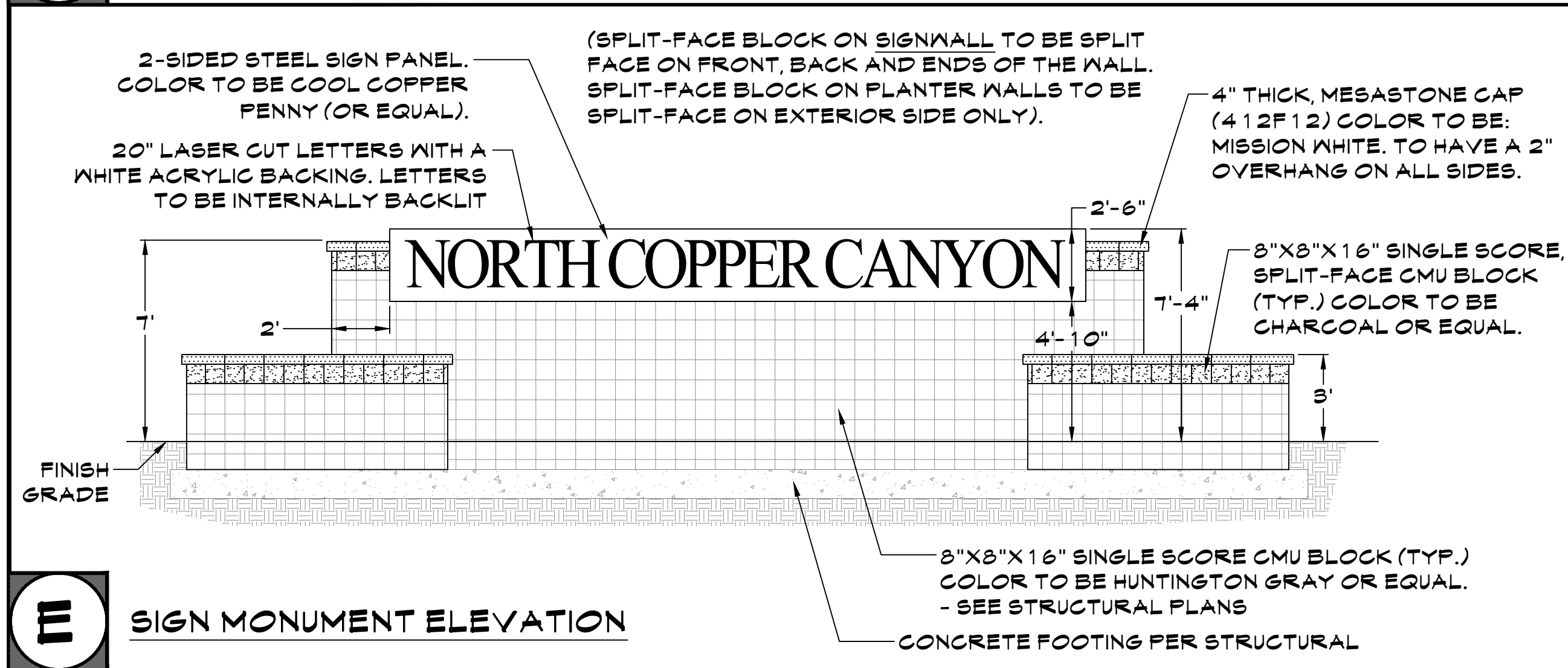
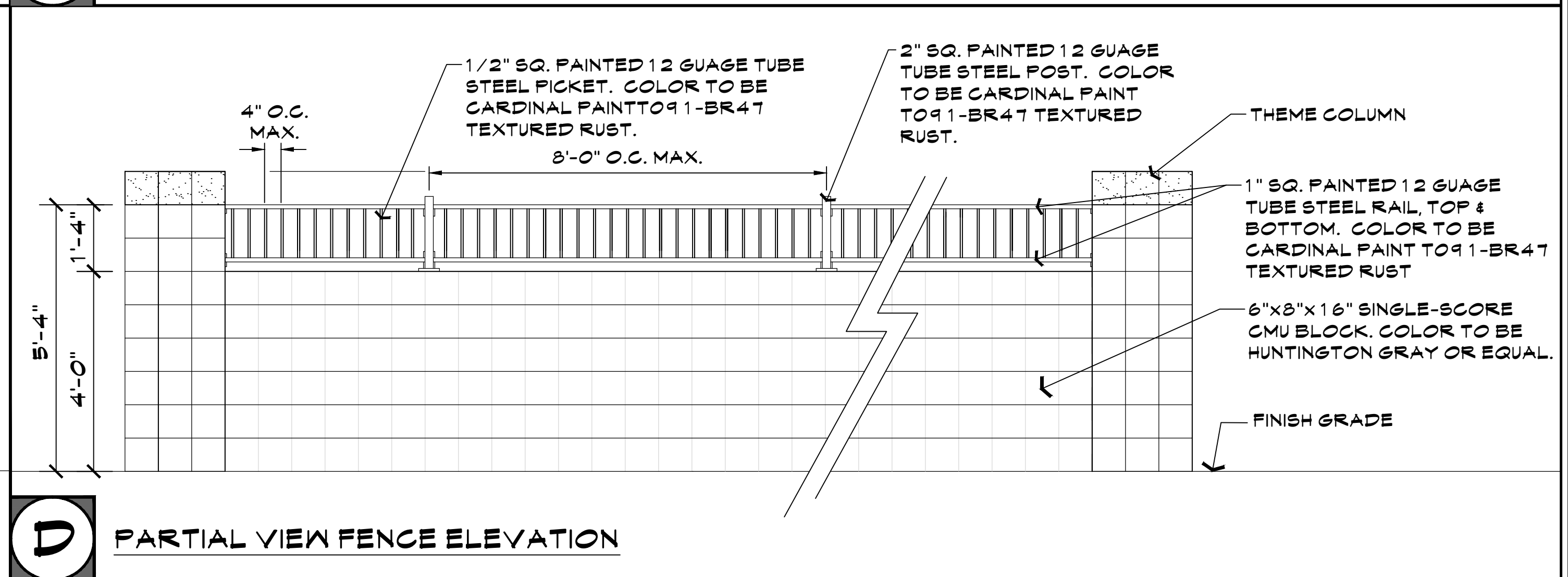
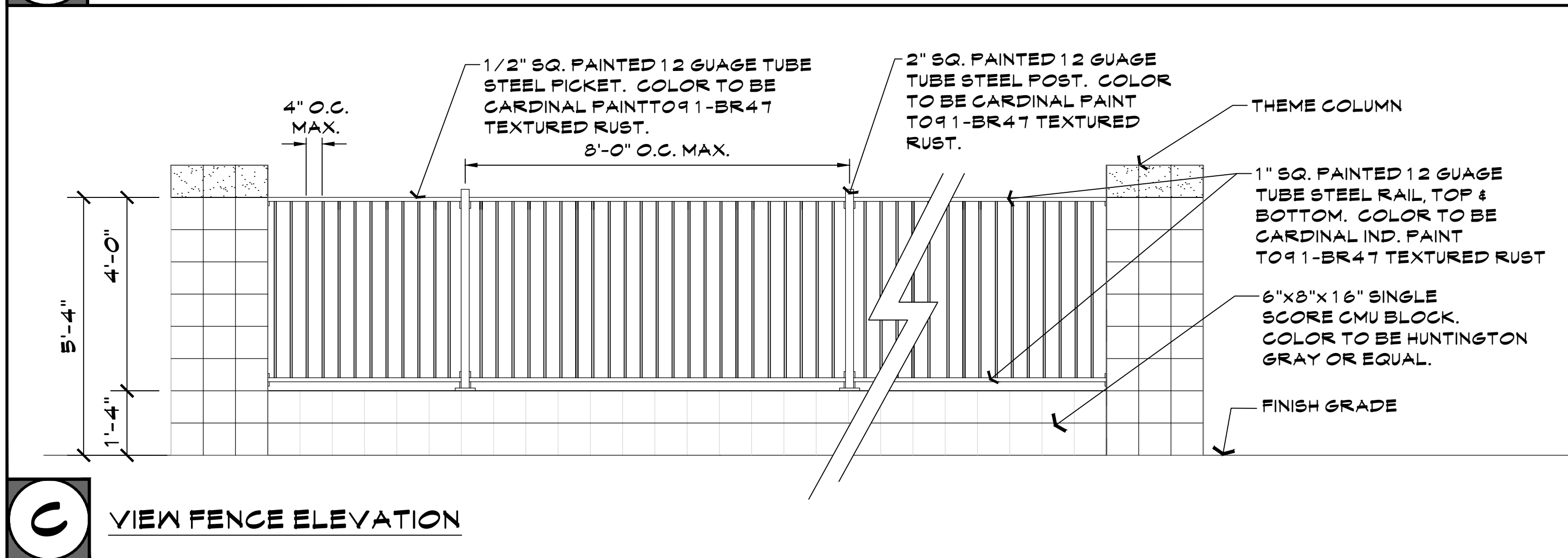
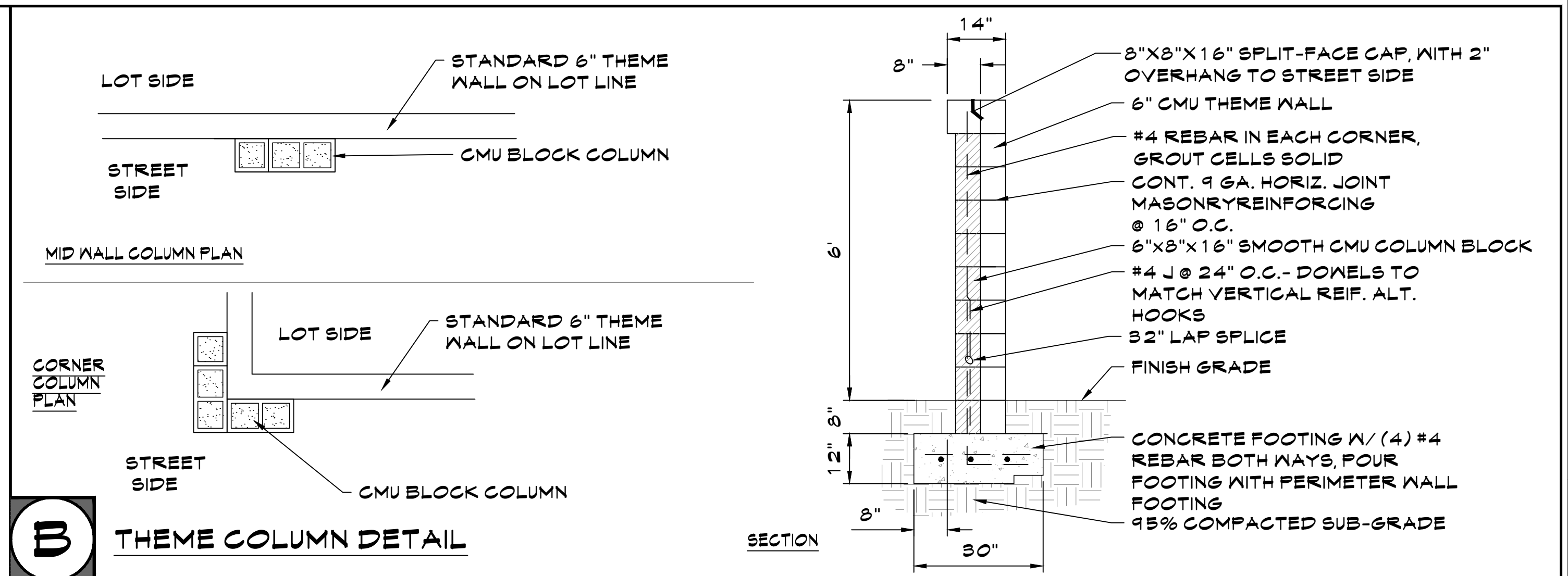
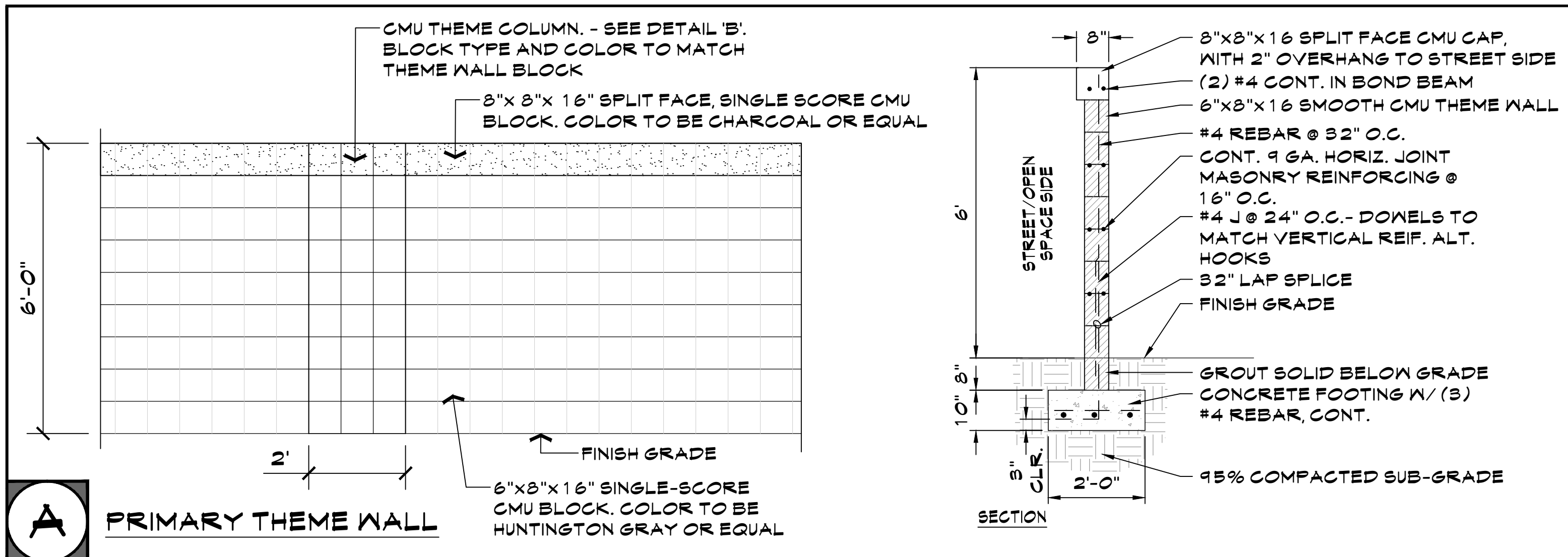
NOTE: QUANTITIES ABOVE ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR TO USE THE FINAL PLAT (SITE PLAN) TO DETERMINE THE QUANTITY OF MATERIALS NECESSARY TO COMPLETE THE WORK.

SCALE: 1"=100'-0"



NORTH





SPECIAL NOTES (ALL DETAILS ON SHEET):

1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
2. ALL SIGNAGE IS SHOWN FOR REFERENCE ONLY, SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.
3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.
4. ALL WROUGHT IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE, ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.
5. ALL ALTERNATE OR EQUIVALENT SUBSTITUTIONS MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.

**AUSTIN RANCH EAST PHASE 1A
PARCELS 12B, 13 & 14
ALTERNATIVE ASSURANCE AGREEMENT**

This Austin Ranch East Phase 1A - Parcels 12B, 13 & 14 Alternative Assurance Agreement ("Agreement") is dated as of this ___ day of _____, 2018 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation ("Subdivider"). The City and Subdivider may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one hundred percent (100%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 16.12.040E, in effect in 2004, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the "[Subdivider]", the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the "[Subdivider]" to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (A) (9) of this section. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Subdivider, as an alternative to posting financial assurances, to construct and install all of the required infrastructure improvements within twenty-four (24) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Subdivider:

Austin Ranch East Phase 1A - Parcels 12B, 13 & 14, Grading and Drainage Plans

Austin Ranch East Phase 1A - Parcels 12B, 13 & 14, Sewer Plans

Austin Ranch East Phase 1A Parcels 12B, 13 & 14, Water Plans

Austin Ranch East Phase 1A Parcels 12B, 13 & 14, Paving Plans

Austin Ranch East Phase 1A Parcels 12B, 13 & 14, Landscape Plans

2. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A) (9), in effect in 2004, Subdivider shall complete satisfactory construction, installation, and dedication of the Improvements within twenty-four (24) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twenty-four (24) months of the Effective Date.
3. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed Improvements.

5. If Subdivider should elect to post financial assurances for any improvement not approved by the City, as required by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, the Community Development Director shall promptly record the final plat as permitted by Surprise Municipal Code, Section 16.12.040(E), in effect in 2004, and the sale of lots may proceed according to the approved and recorded plat.
6. Approximately 0.52 acres of Arizona State Land right-of-way for Williams Road (RW Amendment Application 16-110141) shall be acquired prior to recordation of final plat. City agrees to diligently pursue acquisition on Subdivider's behalf with expected acquisition in November of 2018. Subdivider has paid the estimated acquisition cost to Arizona State Land Department.

GENERAL TERMS AND CONDITIONS

7. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (Austin Ranch East Phase 1A – Parcels 12B, 13 & 14), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.
8. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
9. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of Austin Ranch Parcel 5 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.
10. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
11. Upon the conveyance of all or a portion of Austin Ranch East Phase 1A – Parcels 12B, 13 & 14 by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
12. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall

be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal
corporation

By:_____

Sharon R. Wolcott, Mayor

Date:_____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: _____

Alan Hamberlin

Its: Manager

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on _____,
2018, by Alan Hamberlin, Manager of Courtland Homes, Inc., an Arizona corporation,
on behalf of the corporation.

Notary Public

My Commission Expires:



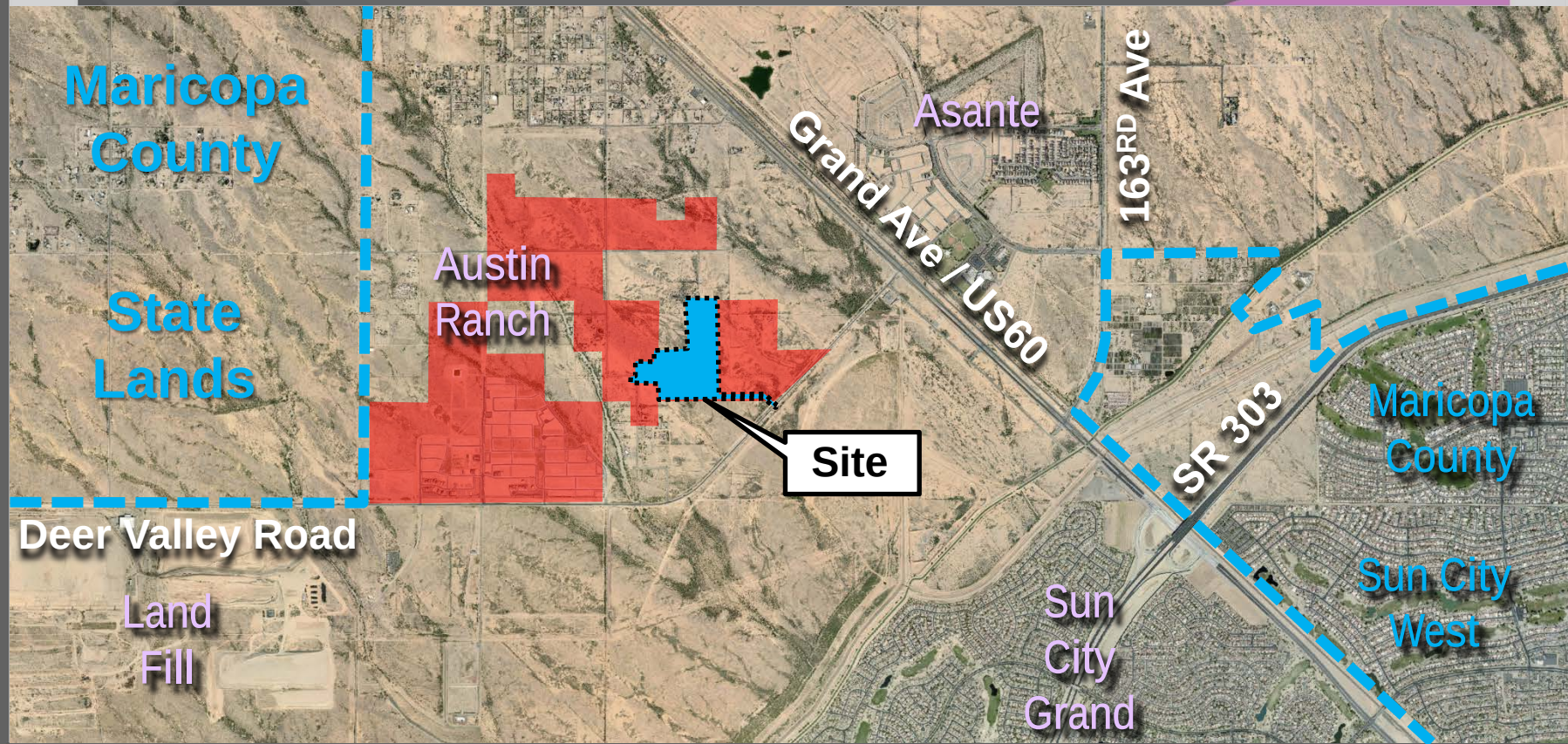
AUSTIN RANCH EAST

Parcels 12B, 13, and 14

FS18-272 - Final Plat - City Council – October 16, 2018

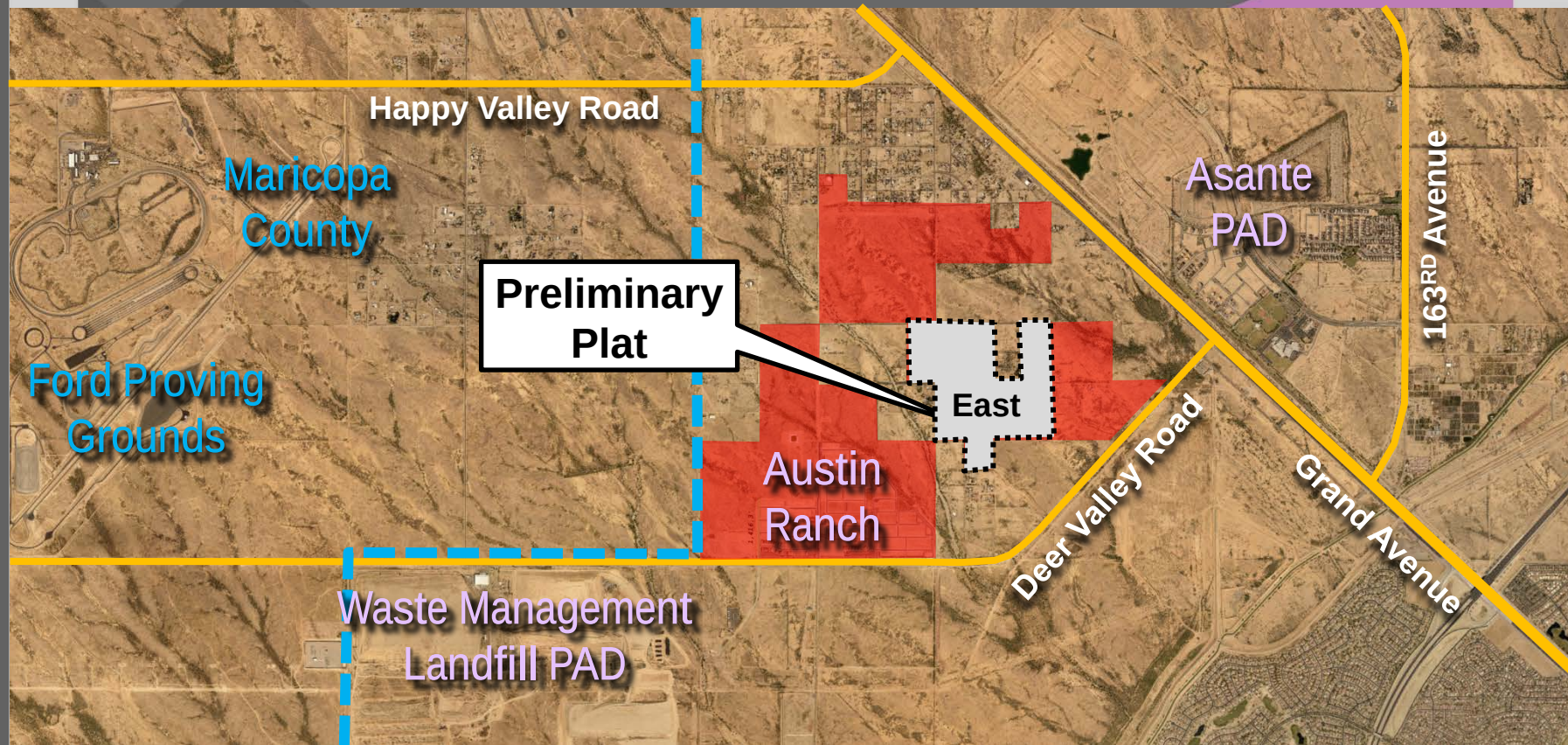
VICINITY MAP

Austin Ranch East
Parcels 12B, 13, and 14



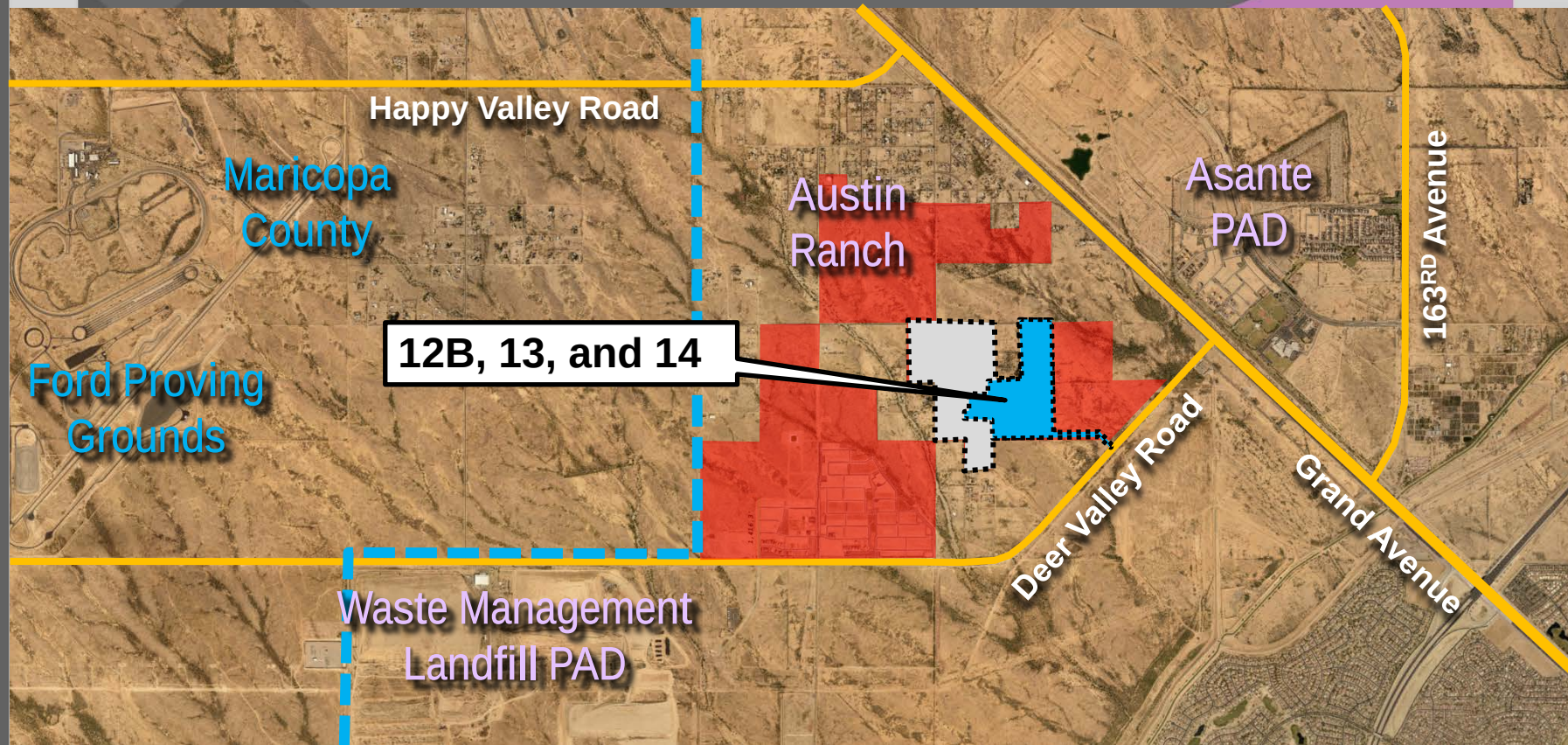
VICINITY MAP

Austin Ranch East
Parcels 12B, 13, and 14



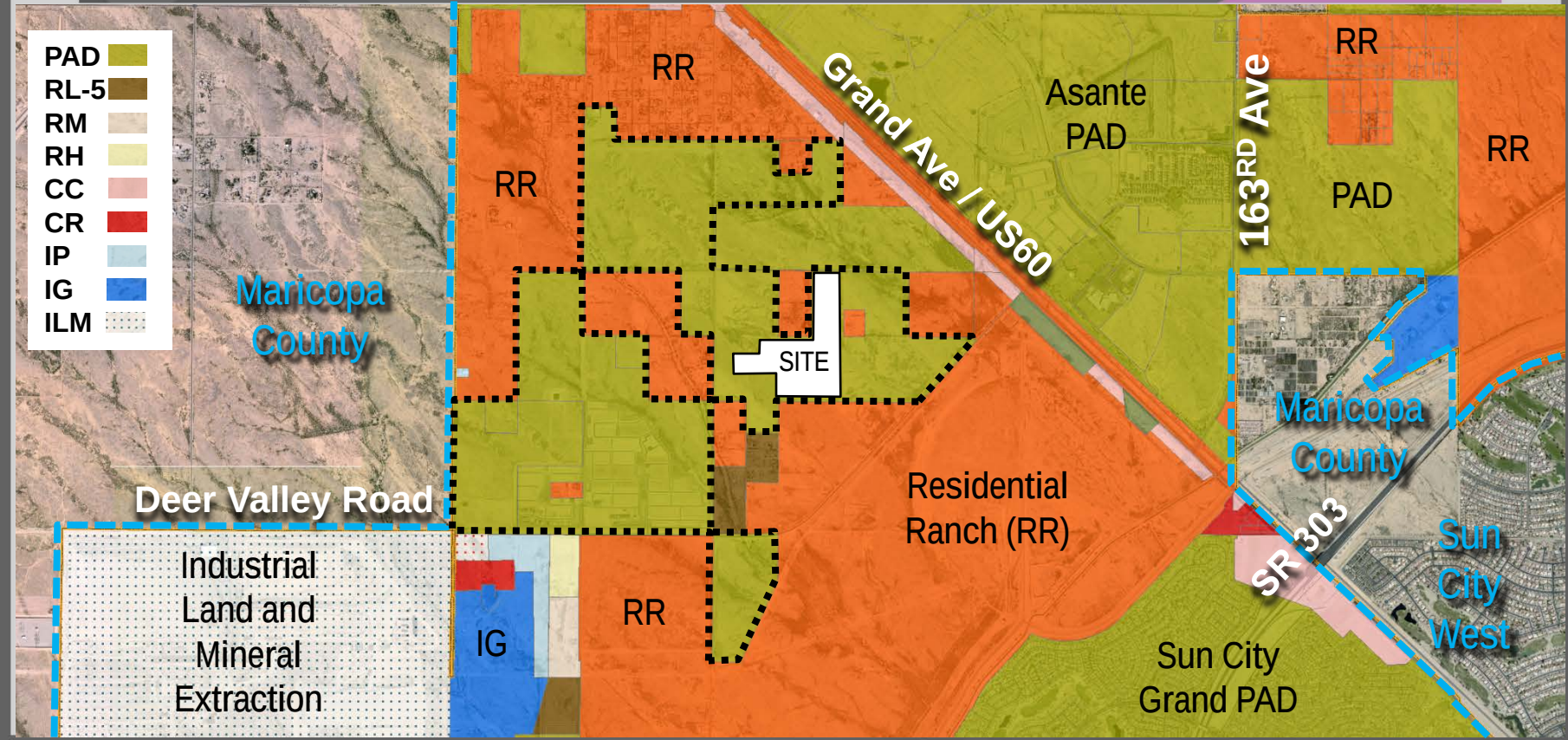
VICINITY MAP

Austin Ranch East
Parcels 12B, 13, and 14



ZONING MAP

Austin Ranch East
Parcels 12B, 13, and 14



FINAL PLAT

DEDICATION

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS, THAT COURTLAND HOMES INC., AN ARIZONA CORPORATION AS "OWNER", HEREBY PUBLISHES THIS FINAL PLAT OF "AUSTIN RANCH EAST PHASE 1A - PARCELS 12B, 13, & 14" A PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MESAVERA, COUNTY OF MARICOPA, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE OWNERSHIP OF EACH LOT, TRACT AND EASEMENT, AND EACH TRACT LOT AND TRACT SHALL BE KNOWN BY THE NUMBER, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREIN.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT IN AIRCRAFT OVER THIS PLAT TOGETHER WITH ITS ATTACHED 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 LURE AIR FORCE BASE AND ADJACENT FIELD.

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN 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 GOODS, FUMES, DUSTS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECREATION FACILITIES.

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE OBLIGED TO HAVE BEEN INSPECTED BY OWNER TO THE CITY UPON THEIR COMPLETION. HOWEVER, SUCH TRACTS SHALL NOT OCCUR UNTIL THE CITY IN WRITNESS WHEREOF, I HAVE HERETO SET ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

COURTLAND HOMES INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2018 BEFORE ME, THE UNDERSIGNED, PERSONALLY
APPEARED _____ WHO ACKNOWLEDGED TO ME THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE
PURPOSES HEREIN CONTAINED.
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

DATE

MY COMMISSION EXPIRES

APPROVALS

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2018.

MAYOR

DATE

ATTEST

CITY CLERK

DATE

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2018, BY
THE CITY ENGINEER OF SURPRISE, ARIZONA.

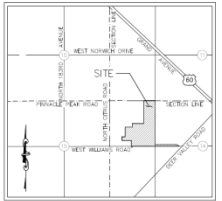
APPROVED:

CITY ENGINEER

DATE

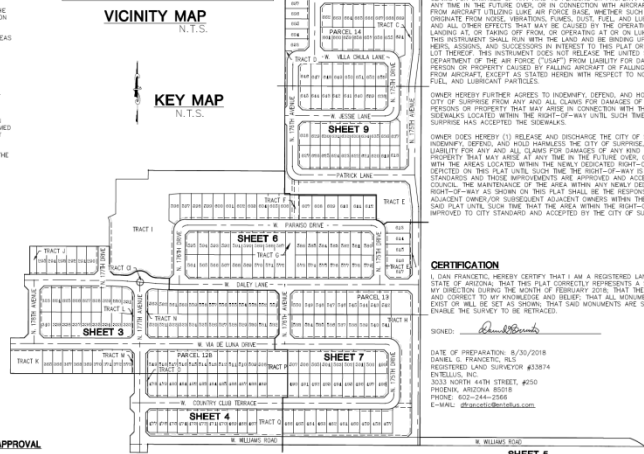
AUSTIN RANCH EAST PHASE 1A - PARCELS 12B, 13, & 14 FINAL PLAT SURPRISE, ARIZONA

A PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHWEST QUARTERS
OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MESAVERA,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

KEY MAP
N.T.S.



SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 NOTES & DETAILS SHEET
SHEET 3 FINAL PLAT PARCEL 12B
SHEET 4 FINAL PLAT PARCEL 12B
SHEET 5 FINAL PLAT PARCEL 13
SHEET 6 FINAL PLAT PARCEL 13
SHEET 7 FINAL PLAT PARCEL 14
SHEET 8 FINAL PLAT PARCEL 14
SHEET 9 FINAL PLAT PARCEL 14

DEVELOPER
COURTLAND HOMES, INC.
1100 WEST 4TH STREET, STE. 250
CHANDLER, AZ 85226
TEL: (480) 833-3333
CONTACT: HANS KOPPELMEYER

CIVIL ENGINEER
ENTELLUS, INC.
3115 N. 44TH STREET, STE. 250
PHOENIX, AZ 85018
PHONE: (602) 244-2366
CONTACT: MICHAEL R. GLEASON, P.E.

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES AND APPROVES THIS FINAL PLAT OF "AUSTIN RANCH EAST PHASE 1A, PARCELS 12B, 13 AND 14" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER, THIS _____ DAY OF _____, 2018.

NORTH CUPPER CANYON COMMUNITY ASSOCIATION

AN ARIZONA NON-PROFIT CORPORATION

BY _____

ITS _____

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 14 AS SHOWN ON "PLAT RECORDS OF SURVEY FOR TOWNSHIP 4 NORTH, RANGE 2 WEST, FOUND IN MARICOPA COUNTY RECORDER BOOK 879 OF MAPS PAGE 18, AND BOOK 1029 OF MAPS, PAGE BEARING +000°00'00".

RELEASE OF LIABILITY

COURTLAND HOMES INC., AN ARIZONA CORPORATION ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY PERSONS OR PROPERTY OR PERSONS OR PROPERTY OR LOSS OF ANY TYPE IN THE FUTURE OVER OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LURE 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 LURE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIR, ASSIGNS, SUCCESSORS AND THEIR HEIR, ASSIGNS, SUCCESSORS AND THEIR HEIR. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2018.

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY OR LOSS OF ANY TYPE IN THE FUTURE OVER OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE RIGHT-OF-WAY UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY OR LOSS OF ANY TYPE IN THE FUTURE OVER OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE RIGHT-OF-WAY UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNER. WITHIN THE BOUNDARY OF SAID PLAT, LURE AIR FORCE BASE, THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

CERTIFICATION

I, DANIEL S. FRANKENBERG, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2018, THAT THE SURVEY IS TRUE, AND CORRECT TO MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT SAID MONUMENTS ARE SUFFICIENT TO CHANGE THE SURVEY TO BE REVISED.

SIGNED: _____

DATE OF PREPARATION: 8/30/2018

DANIEL S. FRANKENBERG, R.S.

REGISTERED LAND SURVEYOR #33614

ENTELLUS, INC.

3033 NORTH 44TH STREET, #200

PHOENIX, ARIZONA 85018

PHONE: (602) 244-2366

E-MAIL: DANIEL@ENTELLUS.COM



DATE OF PREPARATION: 8/30/2018

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E-MAIL: DANIEL@ENTELLUS.COM

DATE OF PREPARATION: 8/30/2018

DANIEL S. FRANKENBERG, R.S.

REGISTERED LAND SURVEYOR #33614

ENTELLUS, INC.

3033 NORTH 44TH STREET, #200

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DANIEL S. FRANKEN

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3307 N. DAME AVE.
CHICAGO, IL 60657

AUSTIN RANCH EAST PRELIMINARY PLAT CONFORMANCE							
PARCEL	CASE	LOT WIDTH			TOTAL	PP TOTAL	DIFFERENCE
		4E'	5' D	5E'			
9	PSH-263	84	0	0	84	84	0
10	PSH-263	0	0	106	106	106	0
11	PSH-263	0	99	0	99	99	0
12A	PSH-263	41	0	0	41	41	0
12B	PSH-272	94	0	0	94	96	-2
12C	PSH-272	93	0	0	93	95	-2
13	PSH-272	84	0	0	84	100	-16
14	PSH-272	89	0	0	89	94	-5
TOTALS		400	193	112	706	707	-1

283 LOTS	1697763.92	38.9753
19 TRACTS	486653.51	11.1720
RIGHT-OF-WAY	910030.48	20.8914
	TOTAL	71.0387

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA



FINAL PLAT





FINAL PLAT

AUSTIN RANCH EAST
PHASE 1A - PARCEL 12B
FINAL PLAT
SURPRISE, ARIZONA

LOT AREA TABLE		
LOT #	AREA (SQ. FT.)	AREA (AC.)
290	7415.52	0.17
291	9327.70	0.21
292	9327.70	0.21
293	9327.70	0.21
294	9327.70	0.21
295	9327.69	0.21
323	9327.69	0.21
324	9348.00	0.21
325	9348.00	0.21
326	9348.00	0.21
327	9348.00	0.21
328	9348.00	0.21
329	9348.00	0.21
330	9355.38	0.21
331	9362.68	0.21
332	9362.68	0.21
333	9374.95	0.21
334	9375.00	0.21
335	9390.00	0.21
336	9390.00	0.21
337	9390.00	0.21
338	9390.00	0.21
339	9390.00	0.21
340	9800.00	0.22

LOT AREA TABLE		
LOT #	AREA(AC)	AREA(AC)
365	5020.00	0.1267
366	5020.00	0.1267
367	5020.00	0.1267
368	5020.00	0.1267
369	5020.00	0.1267
370	5020.00	0.1267
371	5020.00	0.1267
372	5020.00	0.1267
373	5470.00	0.1256
467	5664.00	0.1300
468	5664.00	0.1300
469	5020.00	0.1267
470	5020.00	0.1267
471	5020.00	0.1267
472	5664.00	0.1300
473	5664.00	0.1300
474	5664.00	0.1300
475	5020.00	0.1267
476	5020.00	0.1267
477	5440.95	0.1249
478	5470.00	0.1256
479	5020.00	0.1267
480	5020.00	0.1267
481	5020.00	0.1267

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
462	5020.00	0.1267
463	5020.00	0.1267
464	5020.00	0.1267
465	5020.00	0.1267
466	5020.00	0.1267
467	5020.00	0.1267
468	5020.00	0.1267
469	5020.00	0.1267
506	5020.00	0.1267
509	5020.00	0.1267
510	5020.00	0.1267
511	5020.00	0.1267
512	5020.00	0.1267
513	5020.00	0.1267
514	5020.00	0.1267
515	5020.00	0.1267
516	5020.00	0.1267
517	5020.00	0.1267
518	5020.00	0.1267
519	5470.00	0.1256
520	5049.36	0.1274
521	5020.00	0.1267
522	5020.00	0.1267
523	5020.00	0.1267

LOT AREA TABLE		
LOT #	AREA(AC)	AREA(AC)
524	9526.00	0.1267
525	9526.00	0.1267
526	9526.00	0.1267
527	9526.00	0.1267
528	9526.00	0.1267
529	9526.00	0.1267
530	9526.00	0.1267
531	9526.00	0.1267
532	43240.00	0.1433
551	67052.00	0.1406
552	56196.00	0.1289
553	56196.00	0.1289
554	56196.00	0.1289
555	56196.00	0.1289
556	56196.00	0.1289
557	56196.00	0.1289
558	56196.00	0.1289
559	56196.00	0.1289
560	56196.04	0.1289
561	56394.00	0.1293
562	5717.00	0.1312
563	58566.76	0.1345

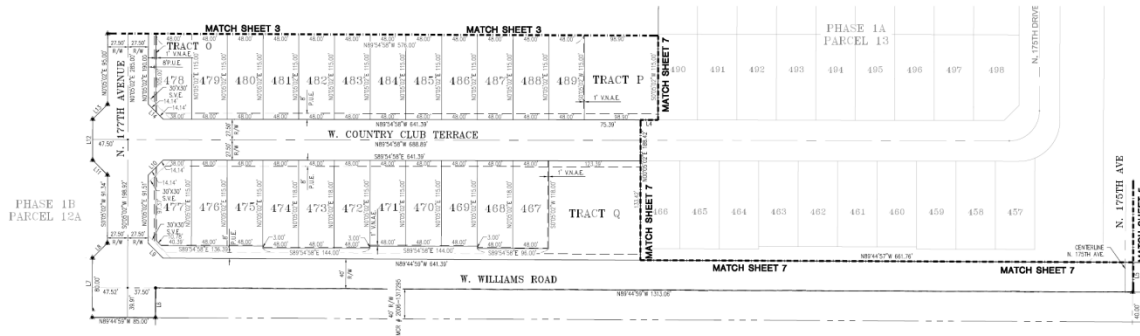
LEGEND	
_____	PROPERTY BOUNDARY
-----	RIGHT OF WAY LINE
_____	CENTER LINE
-----	EASEMENT (EJECT)
_____	LOT LINE
-----	FEMA FLOODPLAIN
▲	LOT CORNER
▲	PROPERTY CORNER—SET 1/2" NEAR 3/4"CAP TIES
•	MONUMENT
Ⓢ	FOUND BOLT
Ⓢ	FOUND BUSH
•	CALCULATED POSITION
CL	CENTER LINE
C.O.S.	CITY OF SURPRISE
BSL	BUILDING SETBACK LINE
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EJECT
R/W	RIGHT OF WAY
SVE	SECT VERBILITY EASEMENT

TRACT	AREA (SQ)	AREA(AC)	USE
TRACT G	855.30	0.0196	TRAFFIC SIGNAL
TRACT J	4614.31	0.1059	OPEN SPACE, P.U.E., RETENTION
TRACT K	17829.78	0.4383	OPEN SPACE, P.U.E., RETENTION
TRACT L	2041.74	0.0469	OPEN SPACE, P.U.E.
TRACT M	1000.00	0.0230	OPEN SPACE, P.U.E.
TRACT N	2055.99	0.0471	OPEN SPACE, P.U.E.
TRACT O	2050.00	0.0469	OPEN SPACE, P.U.E.
TRACT P	22748.92	0.5222	OPEN SPACE, P.U.E., RETENTION
TRACT Q	25847.00	0.5934	OPEN SPACE, RETENTION, P.U.E., S.V.E.



RIGHT OF WAY AREA TABLE			
TYPE	AREA(SF)	AREA(AC)	USE
ROW	332067.53	7.6182	PUBLIC INGRESS & PUBLIC EGRESS

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 128	930922.38	21.3527



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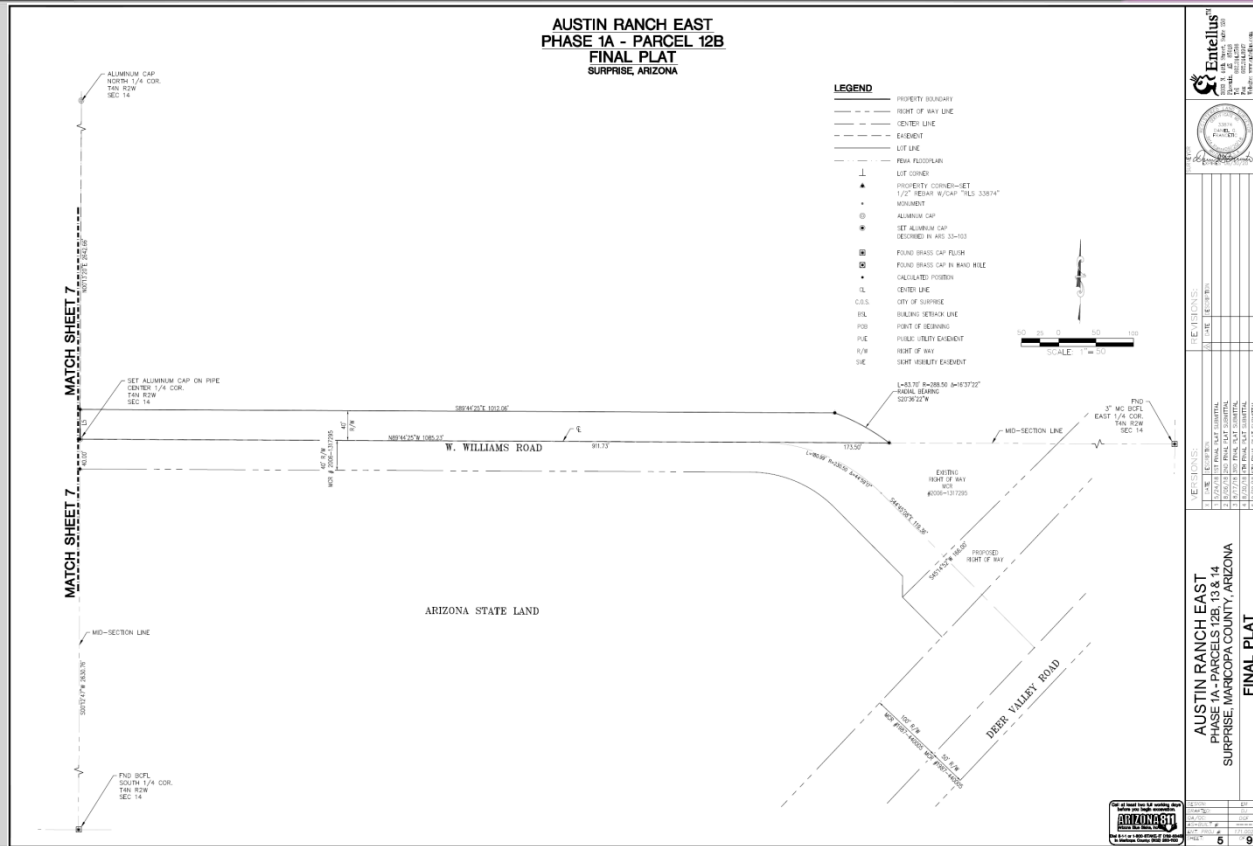
33074
CARREL (7)
FRANCE (7)

VERSIONS:		REVISIONS:	
DATE	DESCRIPTION	DATE	DESCRIPTION
5/22/78	1.0 INITIAL SUBMITAL		
6/20/78	2.0 FINAL L&T SUBMITAL		
8/17/78	3.00 FINAL L&T SUBMITAL		
10/2/78	4.00 FINAL L&T SUBMITAL		

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT

AUSTIN RANCH EAST PHASE 1A - PARCEL 12B FINAL PLAT SURPRISE, ARIZONA



FINAL PLAT



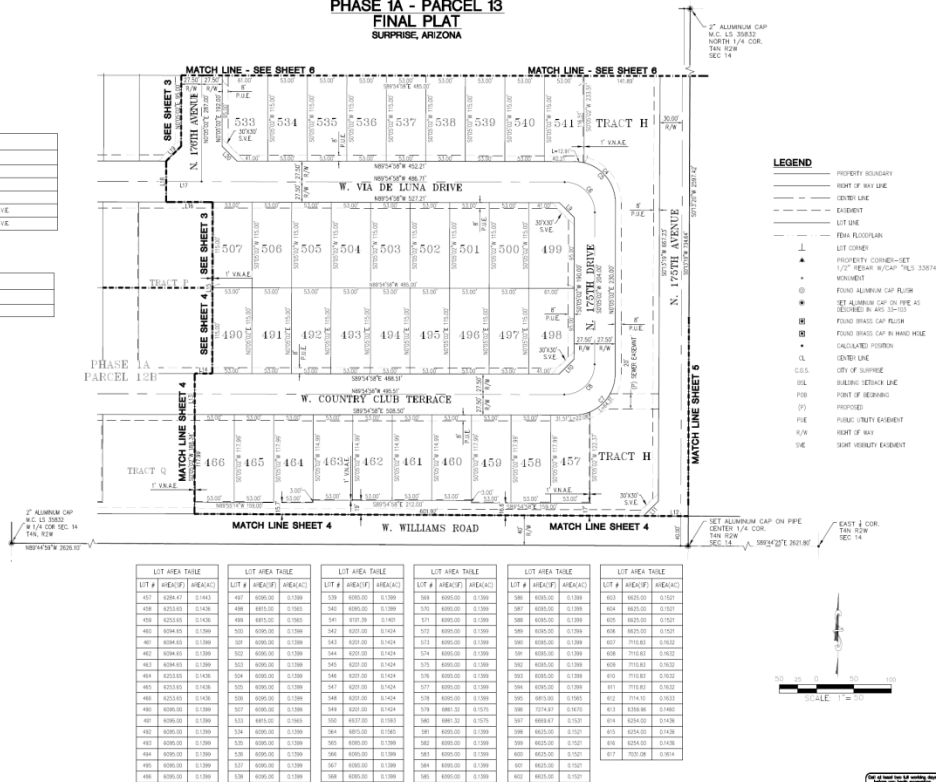
FINAL PLAT

AUSTIN RANCH EAST PHASE 1A - PARCEL 13 FINAL PLAT SURPRISE, ARIZONA

TRACT AREA TABLE			
TRACT	AREAC(F)	AREAC(A)	USE
TRACT D	5042.07	0.0000	OPEN SPACE, P.U.E.
TRACT E	7220.00	0.0000	OPEN SPACE, RETENTION, P.U.E.
TRACT F	10750.27	0.2469	OPEN SPACE, RETENTION, P.U.E.
TRACT G	4603.01	1.0000	OPEN SPACE, RETENTION, P.U.E., S.U.E.
TRACT H	19800.60	4.0004	OPEN SPACE, RETENTION, P.U.E., S.U.E.

RIGHT OF WAY AREA TABLE			
R/W	AREAC(F)	AREAC(A)	USE
R/W	277044.42	6.9070	PUBLIC HIGHWAY & EGRESS

PARCEL AREA TABLE			
PARCEL	AREAC(F)	AREAC(A)	
PARCEL 13	110440.30	27.4243	



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/11/2011	FINAL PLAT	ENTELLUS
2	01/11/2011	FINAL PLAT	ENTELLUS
3	01/11/2011	FINAL PLAT	ENTELLUS
4	01/11/2011	FINAL PLAT	ENTELLUS
5	01/11/2011	FINAL PLAT	ENTELLUS
6	01/11/2011	FINAL PLAT	ENTELLUS
7	01/11/2011	FINAL PLAT	ENTELLUS
8	01/11/2011	FINAL PLAT	ENTELLUS
9	01/11/2011	FINAL PLAT	ENTELLUS
10	01/11/2011	FINAL PLAT	ENTELLUS
11	01/11/2011	FINAL PLAT	ENTELLUS
12	01/11/2011	FINAL PLAT	ENTELLUS
13	01/11/2011	FINAL PLAT	ENTELLUS
14	01/11/2011	FINAL PLAT	ENTELLUS
15	01/11/2011	FINAL PLAT	ENTELLUS
16	01/11/2011	FINAL PLAT	ENTELLUS
17	01/11/2011	FINAL PLAT	ENTELLUS
18	01/11/2011	FINAL PLAT	ENTELLUS
19	01/11/2011	FINAL PLAT	ENTELLUS
20	01/11/2011	FINAL PLAT	ENTELLUS

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT



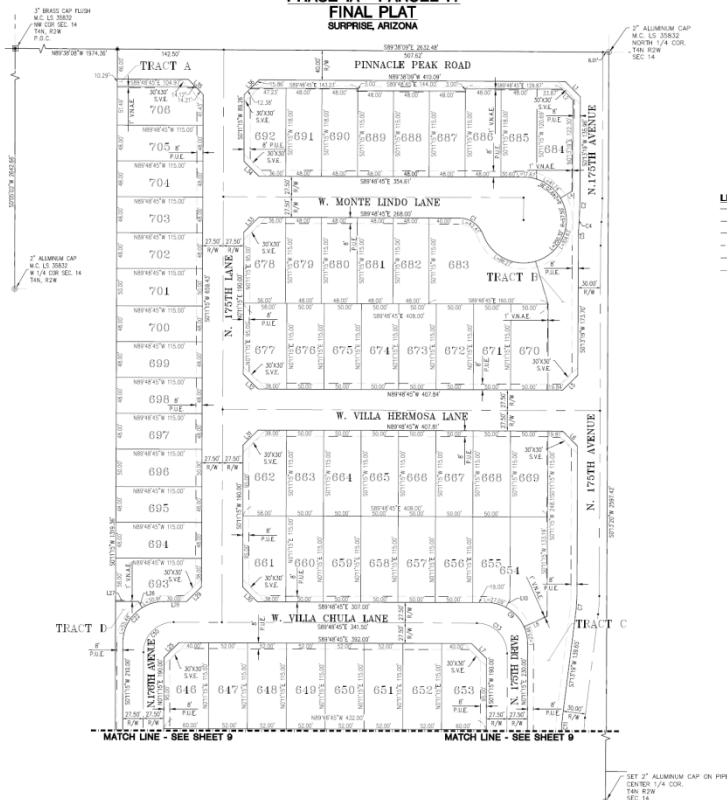
REVISIONS			
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1	01/11/2011	FINAL PLAT	ENTELLUS
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4	01/11/2011	FINAL PLAT	ENTELLUS
5	01/11/2011	FINAL PLAT	ENTELLUS
6	01/11/2011	FINAL PLAT	ENTELLUS
7	01/11/2011	FINAL PLAT	ENTELLUS
8	01/11/2011	FINAL PLAT	ENTELLUS
9	01/11/2011	FINAL PLAT	ENTELLUS
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11	01/11/2011	FINAL PLAT	ENTELLUS
12	01/11/2011	FINAL PLAT	ENTELLUS
13	01/11/2011	FINAL PLAT	ENTELLUS
14	01/11/2011	FINAL PLAT	ENTELLUS
15	01/11/2011	FINAL PLAT	ENTELLUS
16	01/11/2011	FINAL PLAT	ENTELLUS
17	01/11/2011	FINAL PLAT	ENTELLUS
18	01/11/2011	FINAL PLAT	ENTELLUS
19	01/11/2011	FINAL PLAT	ENTELLUS
20	01/11/2011	FINAL PLAT	ENTELLUS

FINAL PLAT

AUSTIN RANCH EAST PHASE 1A - PARCEL 14 FINAL PLAT SURPRISE, ARIZONA

LINE TABLE		LINE TABLE	
#	LENGTH BEARING	#	LENGTH BEARING
1	28.32 S44°42'21"E	13	28.32 S44°42'21"E
2	28.32 S44°42'21"E	14	28.32 S44°42'21"E
3	28.32 S44°42'21"E	15	28.32 S44°42'21"E
4	28.32 S44°42'21"E	16	28.32 S44°42'21"E
5	28.32 S44°42'21"E	17	28.32 S44°42'21"E
6	28.32 S44°42'21"E	18	28.32 S44°42'21"E
7	28.32 S44°42'21"E	19	28.32 S44°42'21"E
8	28.32 S44°42'21"E	20	28.32 S44°42'21"E
9	28.32 S44°42'21"E	21	28.32 S44°42'21"E
10	28.32 S44°42'21"E	22	28.32 S44°42'21"E
11	28.32 S44°42'21"E	23	28.32 S44°42'21"E
12	28.32 S44°42'21"E	24	28.32 S44°42'21"E

CURVE TABLE			
#	LENGTH	RADIUS	DELTA
1	42.47	20.00	24.25
2	28.32	40.00	14.87
3	28.32	20.00	15.87
4	1.38	100.00	0.07
5	10.57	100.00	16.99
6	28.32	20.00	14.87
7	28.32	40.00	14.87
8	28.32	100.00	16.99
9	28.32	20.00	15.87
10	28.32	40.00	14.87
11	28.32	20.00	15.87
12	28.32	40.00	14.87
13	28.32	20.00	15.87
14	28.32	40.00	14.87
15	28.32	20.00	15.87
16	28.32	40.00	14.87
17	28.32	20.00	15.87
18	28.32	40.00	14.87
19	28.32	20.00	15.87
20	28.32	40.00	14.87
21	28.32	20.00	15.87
22	28.32	40.00	14.87
23	28.32	20.00	15.87
24	28.32	40.00	14.87



LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- FEIN FLOORPLAN
- LOT CORNER
- PROPERTY CORNER-SET
- 1/2" BEAR W/CAP "ALL 330°14"
- WONMENT
- POINT ALUMINUM CAP FLOW
- SET ALUMINUM CAP ON PIPE AS REQUIRED IN A/S 33-103
- POINT BRICK CAP FLOW
- POINT BRICK CAP IN HAND HOLE
- CALCULATED POSITION
- CENTER LINE
- CITY OF SURPRISE
- BOUNDARY SURVEY LINE
- POINT OF BEGINNING
- PROPOSED
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- WATER RIGHTS EASEMENT



REVISIONS

DATE	REVISIONS
12/15/2011	1. INITIAL PLAT
12/15/2011	2. FINAL PLAT
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AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT



REVISIONS

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12/15/2011	77. FINAL PLAT
12/15/2011	78. FINAL PLAT
12/15/2011	79. FINAL PLAT
12/15/2011	80. FINAL PLAT
12/15/2011	81. FINAL PLAT
12/15/2011	82. FINAL PLAT
12/15/2011	83. FINAL PLAT
12/15/2011	84. FINAL PLAT
12/15/2011	85. FINAL PLAT
12/15/2011	86. FINAL PLAT
12/15/2011	87. FINAL PLAT
12/15/2011	88. FINAL PLAT
12/15/2011	89. FINAL PLAT
12/15/2011	90. FINAL PLAT
12/15/2011	91. FINAL PLAT
12/15/2011	92. FINAL PLAT
12/15/2011	93. FINAL PLAT
12/15/2011	94. FINAL PLAT
12/15/2011	95. FINAL PLAT
12/15/2011	96. FINAL PLAT
12/15/2011	97. FINAL PLAT
12/15/2011	98. FINAL PLAT
12/15/2011	99. FINAL PLAT
12/15/2011	100. FINAL PLAT



FINAL PLAT

MATCH LINE - SHEET 6

TRACT D

W. JESSIE LANE

TRACT C

N. 170TH AVENUE

N. 170TH DRIVE

W. PATRICK LANE

TRACT E

MATCH LINE - SHEET 6

MATCH LINE - SHEET 6

LOT AREA TABLE			LOT AREA TABLE			
ENCL.	LOT #	AREA (SQ. FT.)	ENCL.	LOT #	AREA (SQ. FT.)	
1331	606	5760.00	0.130	607	5884.00	0.130
1331	607	5760.00	0.130	608	5884.00	0.130
1331	608	5760.00	0.130	609	6369.60	0.146
1331	609	5760.00	0.130	610	6369.60	0.146

PARCEL	AREA(SF)	AREA(AC)
PARCEL 14	969724.33	22.2618

RIGHT OF WAY AREA TABLE			
R/W	AR[A](F)	AR[A](AC)	USE
ROW	322618.53	7,406.3	PUBLIC INGRES & EGRESS

TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT A	1013.59	0.233	OPEN SPACE, PUE, SWE
TRACT B	15711.44	0.3607	OPEN SPACE, RECREATION, PUE, SWE
TRACT C	30533.45	0.8111	OPEN SPACE, RECREATION, PUE, SWE
TRACT D	3246.87	0.0745	OPEN SPACE, PUE, SWE
TRACT E	66796.43	1.5334	OPEN SPACE, RECREATION, PUE, SWE

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT #	AREA	AREA/C	LOT #	AREA	AREA/C	LOT #	AREA	AREA/C	LOT #	AREA	AREA/C
678	50.00	0.007	642	980.00	0.013	686	1750.00	0.020	690	884.00	0.010
679	50.00	0.007	643	980.00	0.013	687	1750.00	0.020	691	884.00	0.010
680	50.00	0.007	644	980.00	0.013	688	1750.00	0.020	692	884.00	0.010
681	50.00	0.007	645	980.00	0.013	689	1750.00	0.020	693	884.00	0.010
682	50.00	0.007	646	980.00	0.013	690	1750.00	0.020	694	884.00	0.010
683	50.00	0.007	647	980.00	0.013	691	1750.00	0.020	695	884.00	0.010
684	50.00	0.007	648	980.00	0.013	692	1750.00	0.020	696	884.00	0.010
685	50.00	0.007	649	980.00	0.013	693	1750.00	0.020	697	884.00	0.010
686	50.00	0.007	650	980.00	0.013	694	1750.00	0.020	698	884.00	0.010
687	147.00	0.006	651	980.00	0.013	695	1750.00	0.020	699	884.00	0.010
688	147.00	0.006	652	980.00	0.013	696	1750.00	0.020	700	884.00	0.010
689	147.00	0.006	653	980.00	0.013	697	1750.00	0.020	701	884.00	0.010
690	147.00	0.006	654	980.00	0.013	698	1750.00	0.020	702	884.00	0.010
691	147.00	0.006	655	980.00	0.013	699	1750.00	0.020	703	884.00	0.010
692	147.00	0.006	656	980.00	0.013	700	1750.00	0.020	704	884.00	0.010
693	147.00	0.006	657	980.00	0.013	701	1750.00	0.020	705	884.00	0.010
694	147.00	0.006	658	980.00	0.013	702	1750.00	0.020	706	884.00	0.010
695	147.00	0.006	659	980.00	0.013	703	1750.00	0.020	707	884.00	0.010
696	147.00	0.006	660	980.00	0.013	704	1750.00	0.020	708	884.00	0.010
697	147.00	0.006	661	980.00	0.013	705	1750.00	0.020	709	884.00	0.010
698	147.00	0.006	662	980.00	0.013	706	1750.00	0.020	710	884.00	0.010
699	147.00	0.006	663	980.00	0.013	707	1750.00	0.020	711	884.00	0.010
700	147.00	0.006	664	980.00	0.013	708	1750.00	0.020	712	884.00	0.010
701	147.00	0.006	665	980.00	0.013	709	1750.00	0.020	713	884.00	0.010
702	147.00	0.006	666	980.00	0.013	710	1750.00	0.020	714	884.00	0.010
703	147.00	0.006	667	980.00	0.013	711	1750.00	0.020	715	884.00	0.010
704	147.00	0.006	668	980.00	0.013	712	1750.00	0.020	716	884.00	0.010
705	147.00	0.006	669	980.00	0.013	713	1750.00	0.020	717	884.00	0.010
706	147.00	0.006	670	980.00	0.013	714	1750.00	0.020	718	884.00	0.01

_____	PROPERTY BOUNDARY
_____	RIGHT OF WAY LINE
_____	CENTER LINE
_____	EASEMENT
_____	LIT LINE
_____	PERM. FLOODPLAIN
⊥	LIT CORNER
▲	PROPERTY CORNER=SET 1/2" TRANS 80/CAP. TIES 33"
■	MONUMENT
■	FOUND BRASS CAP REBORN
■	FOUND BRASS CAP IN HAND HOLE
*	CALCULATED POSITION
○	CENTER LINE
C.S.	CITY OF SURREY
BSL	BUILDING SETBACK LINE
(P)	PROPOSED
POR	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SH	SHOULDER EASEMENT



AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT

Entellus™
3033 N. 40th Street, Suite 100
Tucson, AZ 85718
Tel: (520) 281-0288
Fax: (520) 281-0287
Web: www.az-entellus.com

3.0874
FARMER, D
FARMER, D

11/1/2008

ONS:

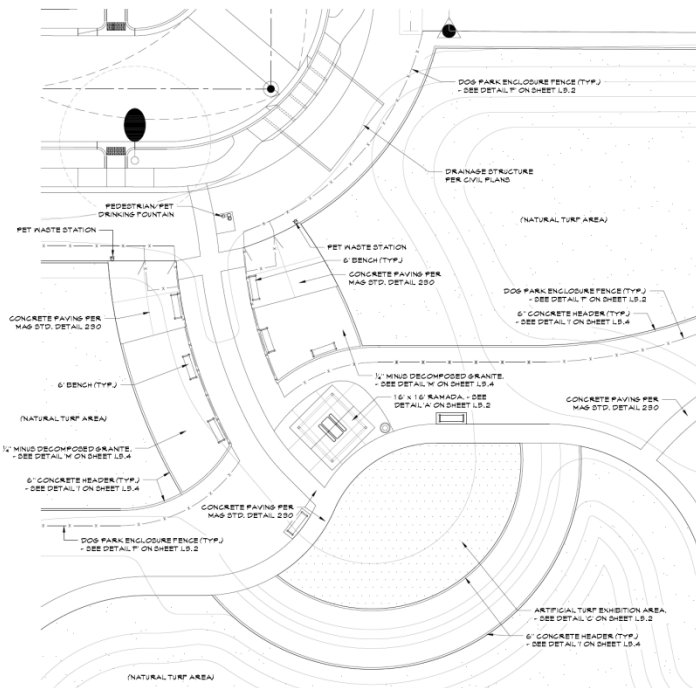
VERSIONS:

AUSTIN RANCH EAST
PHASE 1A - PARCELS 12B, 13 & 14
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT

REGION	EM
CHARTER	CU
CA/TC	CC
AD-OUT	171.000
OUT-PROJ	09

AMENITIES



PLAY EQUIPMENT
MANUFACTURER: LANDSCAPE STRUCTURES
CONTACT: BERNLEY 1-800-481-9444
PLAY EQUIPMENT (QTY 1) - ITEM DESCRIPTION - (PART 4)
(1) - PLAY STRUCTURE - (TENT STRUCTURE)
(OR EQUAL) AGES 5-12 (STRUCTURE)
(1) - PLAY STRUCTURE - AGES 2-5
(6) - 24" TALL SAND BOWLS (2 SETS OF BOARD)
(4) BAYS OF ARCH SHEDS (6 BELTS - 2 BUCKETS)

COLOR: PALETTE: ALL EQUIPMENT TO BE PALETTE BG
- INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- PLAYGROUND REPRESENTATIVE TO SUPPLY A SHOP DRAWING ILLUSTRATING COLOR PALETTE AND PLAYGROUND LAYOUT. SHOP DRAWINGS MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL PRIOR TO ORDERING/INSTALLATION

ENGINEERED WOOD FENCE
- 6' X 2" 50' FT. AT 2" DEPTH MIN
COLOR TO BE BROWN
- SEE DETAILS A&C ON SHEET L8.3
NOTE: ANY RECOVERED/RECYCLED WOOD MULCH MUST COME FROM "PRE-CONSUMER" WOOD ONLY.

COMPACTED INFILL MIN
- 3' X 3" 50' FT. AT 2" DEPTH MIN
COLOR TO BE BROWN

35' X 55' RAMADA (QTY 1)
MANUFACTURER: DIVERSIFIED METAL FABRICATION
CONTACT: 480-442-1100
MODEL: 1007 OH
ROOF COLOR TO BE COOL COPPER PENNY
FRAME COLOR TO BE TERRAZZO (RAL 8028)
- SEE DETAIL 9 ON SHEET L8.2

16' X 16' RAMADA (QTY 1)
MANUFACTURER: CLASSIC RECREATION
CONTACT: BERNLEY 1-800-481-9444
MODEL: ORLANDO
ROOF COLOR TO BE COOL COPPER PENNY
FRAME COLOR TO BE TERRAZZO (RAL 8028)

8' X 16' RAMADA (QTY 3)
MANUFACTURER: CLASSIC RECREATION
CONTACT: BERNLEY 1-800-481-9444
MODEL: PRESGOTT
ROOF COLOR TO BE COOL COPPER PENNY
FRAME COLOR TO BE TERRAZZO (RAL 8028)

BBO SKILL TYPE 1 (QTY. 2)
MANUFACTURER: PRA ATHLETIC
CONTACT: DAVE BANS ASSOCIATES
480-842-2266
MODEL: 1140-10

BBO SKILL TYPE 2 (QTY. 2)
MANUFACTURER: FLIGHT ROCK (R) THOMAS MFG. CO.
CONTACT: 1-800-762-9000
MODEL: 23-2460 BBL/BLACK GROUP SKILL

BASKETBALL GOALS (QTY. 2)
MANUFACTURER: PRA ATHLETIC
CONTACT: DAVE BANS ASSOCIATES
480-842-2266
MODEL: 11940 (BLACK POWDER COAT)

RICKLEBALL NET (QTY. 1)
MANUFACTURER: PRA ATHLETIC
CONTACT: DAVE BANS ASSOCIATES
480-842-2266
MODEL: 2200-20 (ADD 8509-24-2 SLEEVE)

6 BENCH WITH BACK (QTY 2)
MANUFACTURER: PABASH VALLEY
CONTACT: DAVE BANS ASSOCIATES
480-442-2266
MODEL: 10425(P) - ADD NC 104 TO EACH
COLOR TO BE GRAY
- SEE DETAIL D ON SHEET L8.3

6 BENCH WITHOUT BACK (QTY 1)
MANUFACTURER: PABASH VALLEY
CONTACT: DAVE BANS ASSOCIATES
480-442-2266
MODEL: 10425(P) - ADD NC 104 TO EACH
COLOR TO BE GRAY
- SEE DETAIL D ON SHEET L8.3

10 BENCH WITHOUT BACK (QTY 1)
MANUFACTURER: PABASH VALLEY
CONTACT: DAVE BANS ASSOCIATES
480-442-2266
MODEL: 10633 (P)
COLOR TO BE GRAY
- SEE DETAIL D ON SHEET L8.3

ROUND TABLE (QTY 1)
MANUFACTURER: PABASH VALLEY
CONTACT: DAVE BANS ASSOCIATES
480-442-2266
MODEL: 10630 (P)
COLOR TO BE GRAY
- SEE DETAIL D ON SHEET L8.3

TRASH RECEPTACLE (QTY 6)
MANUFACTURER: PABASH VALLEY
CONTACT: DAVE BANS ASSOCIATES
480-442-2266
MODEL: 11430(P) ADD PT 100 LK3 10.6 LK4
TO EACH
COLOR TO BE GRAY
- SEE DETAIL T ON SHEET L8.3

SEED TABLE (QTY 2)
MANUFACTURER: PABASH VALLEY
CONTACT: DAVE BANS ASSOCIATES
480-442-2266
MODEL: 10630(P)
COLOR TO BE GRAY
- SEE DETAIL D ON SHEET L8.3

MAILBOXES
MANUFACTURER: FLORENCE MANUFACTURING CO.
CONTACT: 480-442-2266 (480) 440-844
#00000 VITAL SERIES CLUSTER BOX UNITS
- COLOR TO BE SILVER BRUSH
- SEE DETAIL V ON SHEET L8.1
- UNITS, UNIT QUANTITIES AND UNIT LOCATIONS
MUST BE APPROVED BY USPS.

DOG WASTE BAS/DISPOSAL STATIONS (QTY 6)
MANUFACTURER: DOG-ON-THE-PARKS
CONTACT: BERNLEY 1-800-481-9444
#00000 T4080 (COMPLETE WASTE
STATION OVERFLOW)
- COLOR TO BE BLACK

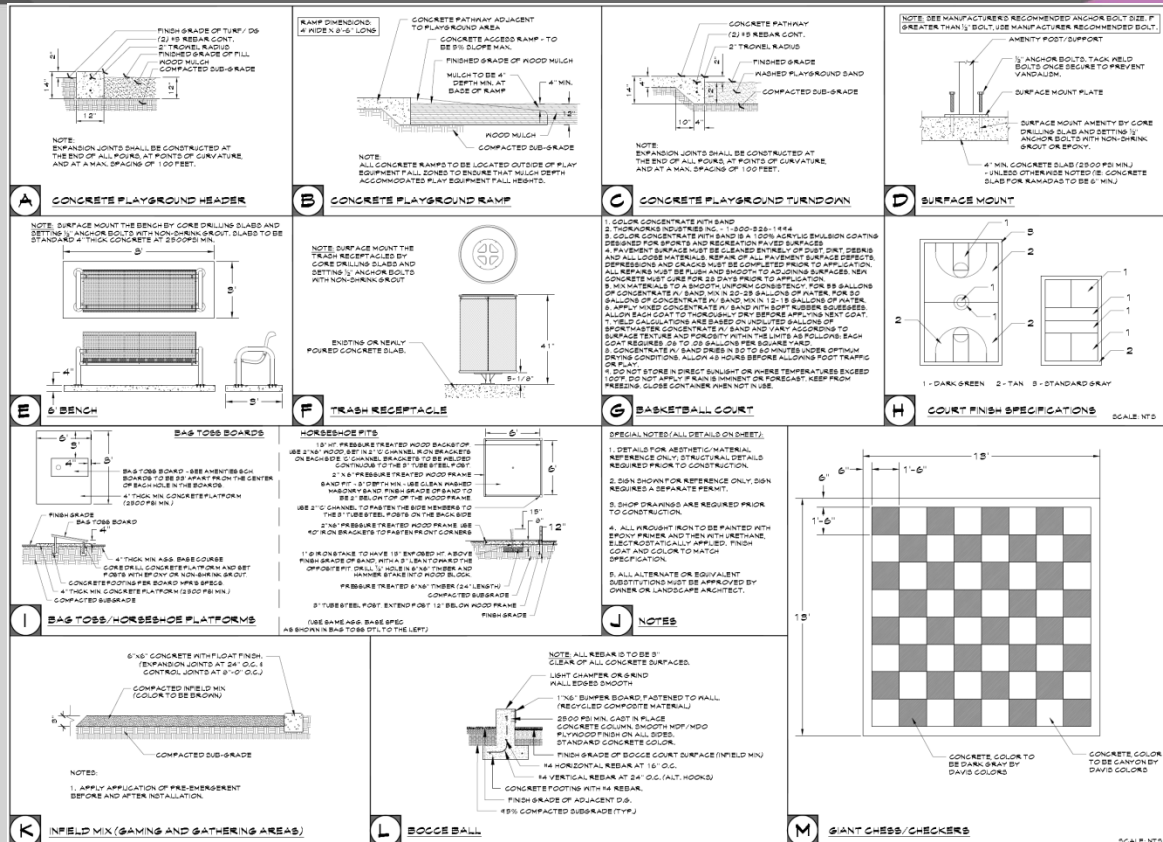
ARTIFICIAL TURF (QTY. 1,810 SQFT)
MANUFACTURER: PIONEER
PRODUCT: PIONEER
CONTACT: PIONEER LANDSCAPE (AMANDA)
PHONE: 480-800-2693

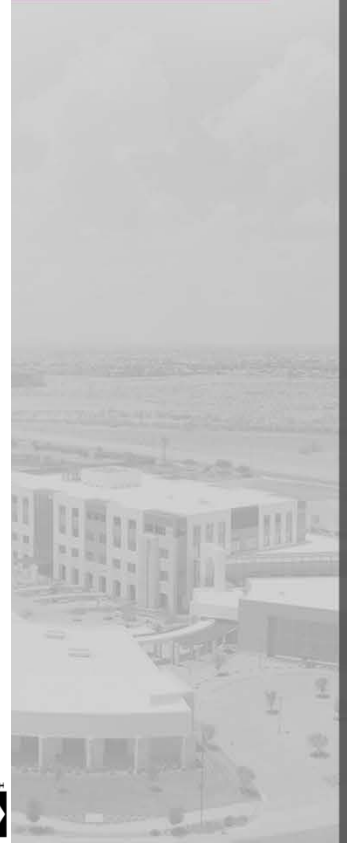
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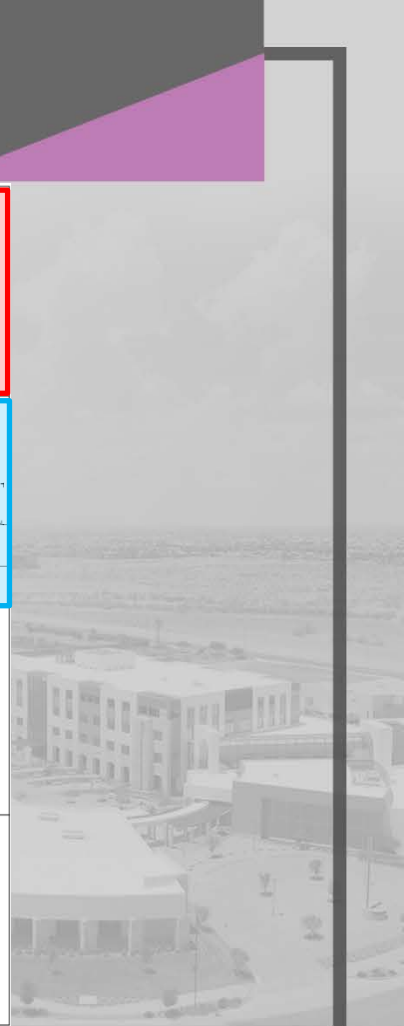


AMENITIES





WALL DETAILS





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the final plat entitled, “Austin Ranch East Phase 1B – Parcels 12A &12C Final Plat,” dated September 20, 2018, a property generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Motion:

I move to approve the final plat entitled, “Austin Ranch East Phase 1B – Parcels 12A &12C Final Plat,” dated September 20, 2018.

Background:

Austin Ranch, LLC, seeks approval of a 134-lot, 6-tract Final Plat located within the Austin Ranch Planned Area Development (“PAD”). The approximate 29.36 acre site is generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Objective Analysis:

The subject Final Plat meets the requirements of the Austin Ranch PAD, the Austin Ranch East Preliminary Plat, and other requirements as set forth in the Surprise Unified Development Code (“SUDC”). All city reviewing departments and outside agencies have reviewed the request and offered no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential uses such as that proposed.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat - Staff Report](#)
 - ☐ [01 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat - Vicinity Map](#)
 - ☐ [02 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat](#)
 - ☐ [03 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat - Landscape](#)
 - ☐ [04 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat - Walls](#)
 - ☐ [05 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat - Assurance](#)
 - ☐ [06 - FS18-283 – Austin Ranch East, Parcels 12A and 12C – Final Plat - Presentation](#)
-

Case: **FS18-283**

Project Name: Austin Ranch East, Parcels 12A and 12C Final Plat

Council District: 1 - Acacia

Meeting Date: **October 16, 2018**

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

Owner: Austin Ranch, LLC

Applicant: Austin Ranch, LLC

Request: A Final Plat to create a 134-lot, 6-tract single-family residential subdivision

Site Location: Approximately 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road

Site Size: Approximately 29.36 acres of the approximate 1,025.4 acre Austin Ranch/ Austin Ranch II Planned Area Developments ("PAD")

Density: Approximately 4.56 du/A

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

Support/Opposition: None received by staff

Findings:

- The proposed Final Plat is consistent with the Austin Ranch PAD as amended.
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the approved PAD.

Denial of the requested Final Plat will deny the applicant the opportunity to develop the property.

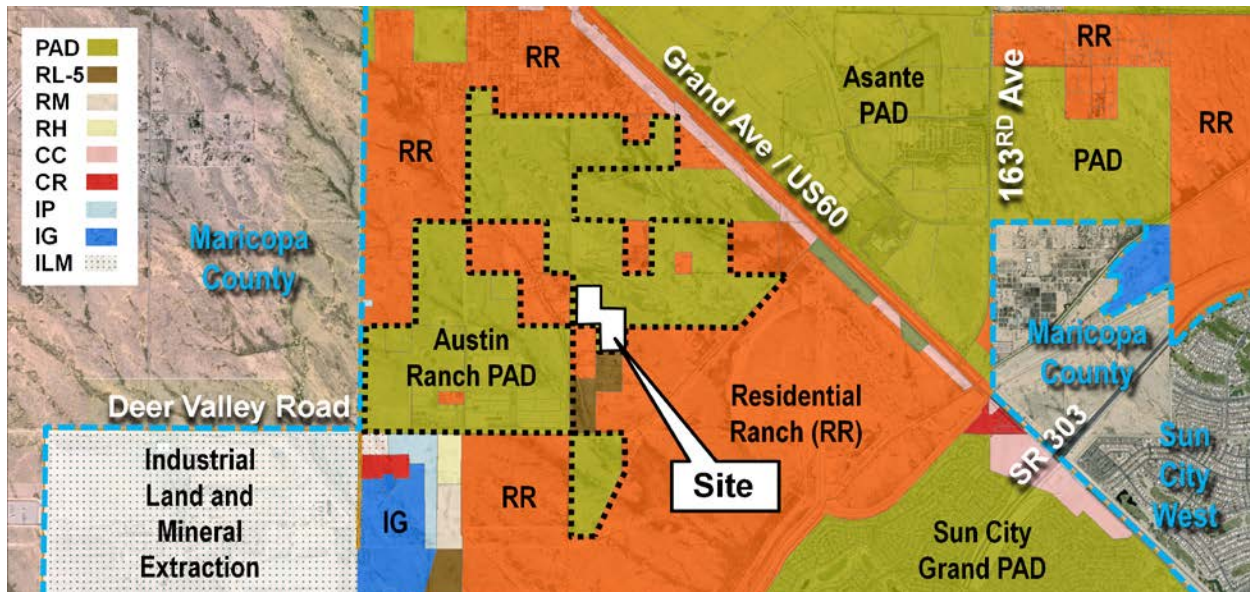
Project Description:

Austin Ranch, LLC, seeks approval of a 134-lot, 6-tract Final Plat located within the Austin Ranch PAD. The approximate 29.36 acre site is generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Existing Zoning:

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

Residential Ranch (RR) Vacant	Austin Ranch PAD Vacant	Austin Ranch PAD Vacant
Residential Ranch (RR) Vacant	Austin Ranch East, Parcels 12A and 12C	Austin Ranch PAD Vacant
Residential Ranch (RR) Vacant	Residential Ranch (RR) and Low Density Residential (RL-5)	Residential Ranch (RR) Vacant



Background:

June 8, 1989: The subject lands associated with Austin Ranch were annexed into the City of Surprise.

May 13, 2004: The Mayor and City Council approved a PAD for Austin Ranch under case PAD03-278.

September 29, 2005: The Mayor and City Council approved a PAD for Austin Ranch II under case PAD05-075.

October 7, 2005: The Mayor and City Council approved a Development Agreement for the Austin Ranch PAD under Case DA05-011.

February 6, 2018: The Mayor and City Council approved a Preliminary Plat for Austin Ranch East under Case FS17-207.

February 22, 2018: Staff held a Concept Review meeting with the applicant regarding the proposed Final Plat under case CR18-074.

May 31, 2018: The applicant filed a request for a Final Plat under case FS18-283, the subject case.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential uses such as that proposed.

Reviewing Agencies:

All City reviewing departments have reviewed the request and expressed no objections.

The subject Final Plat was also routed to the standard external reviewing agencies, who offered the following comments:

Luke Air Force Base ("LAFB"): In a letter dated June 11, 2018, LAFB indicates no objections to the request, but advises the applicant review sound attenuation requirements found in ARS 28-8482 and engage in a strong notification program with respect to the air base and its operations.

Flood Control District of Maricopa County ("FCDX"): In an email dated June 5, 2018, FCDX indicated no objections to the Final Plat request.

Arizona Department of Transportation ("ADOT"): In an email dated June 4, 2018, ADOT indicated the proposal will have no impact on existing highway facilities.

Summary:

Staff believes the proposed Final Plat is consistent with the manner and intent of the Surprise Municipal Code and the Austin Ranch PAD. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise.

Findings:

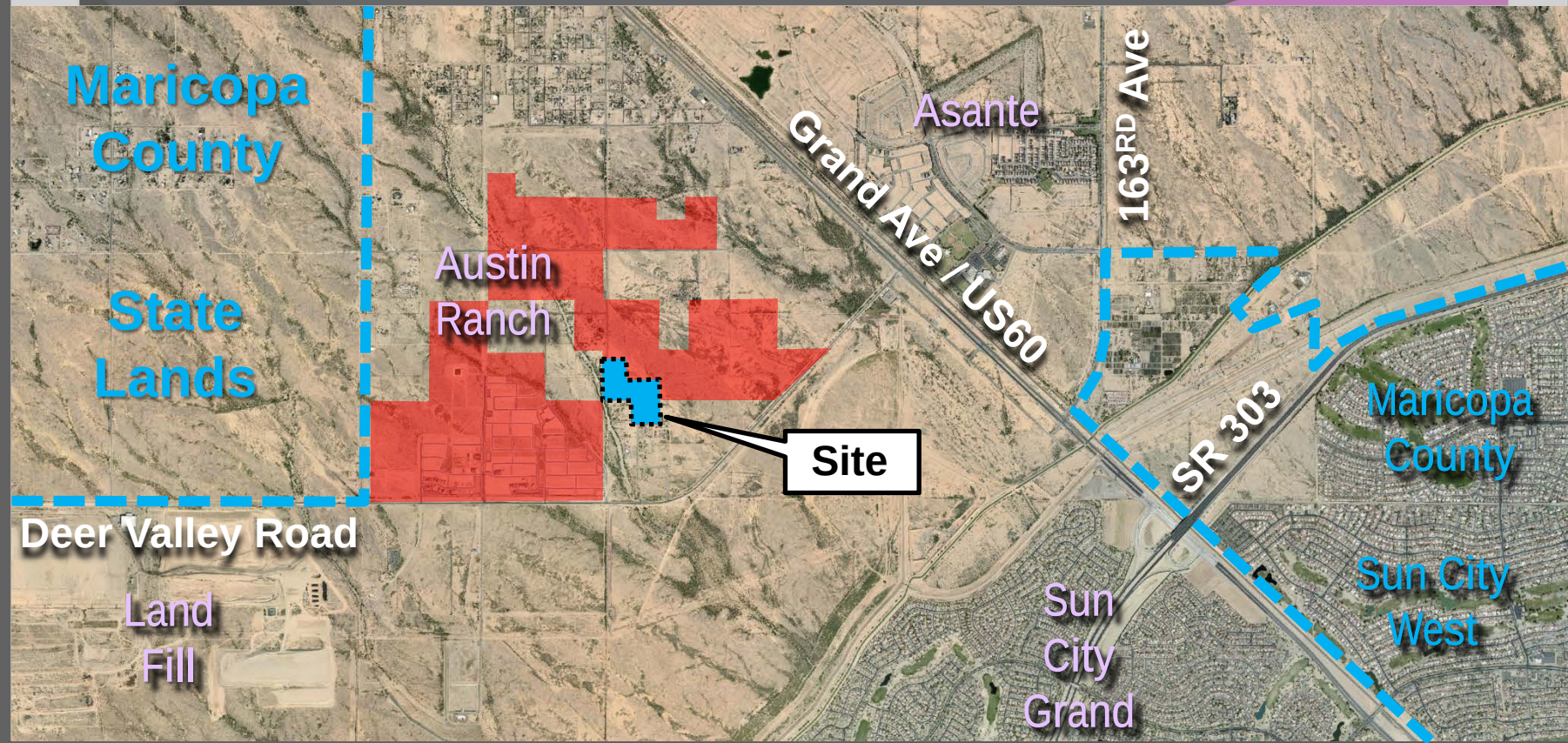
- The proposed Final Plat is consistent with the Austin Ranch PAD as amended.
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - Landscape Plans
- 04 - Wall Plans
- 05 - Alternative Assurance Agreement
- 06 - PowerPoint

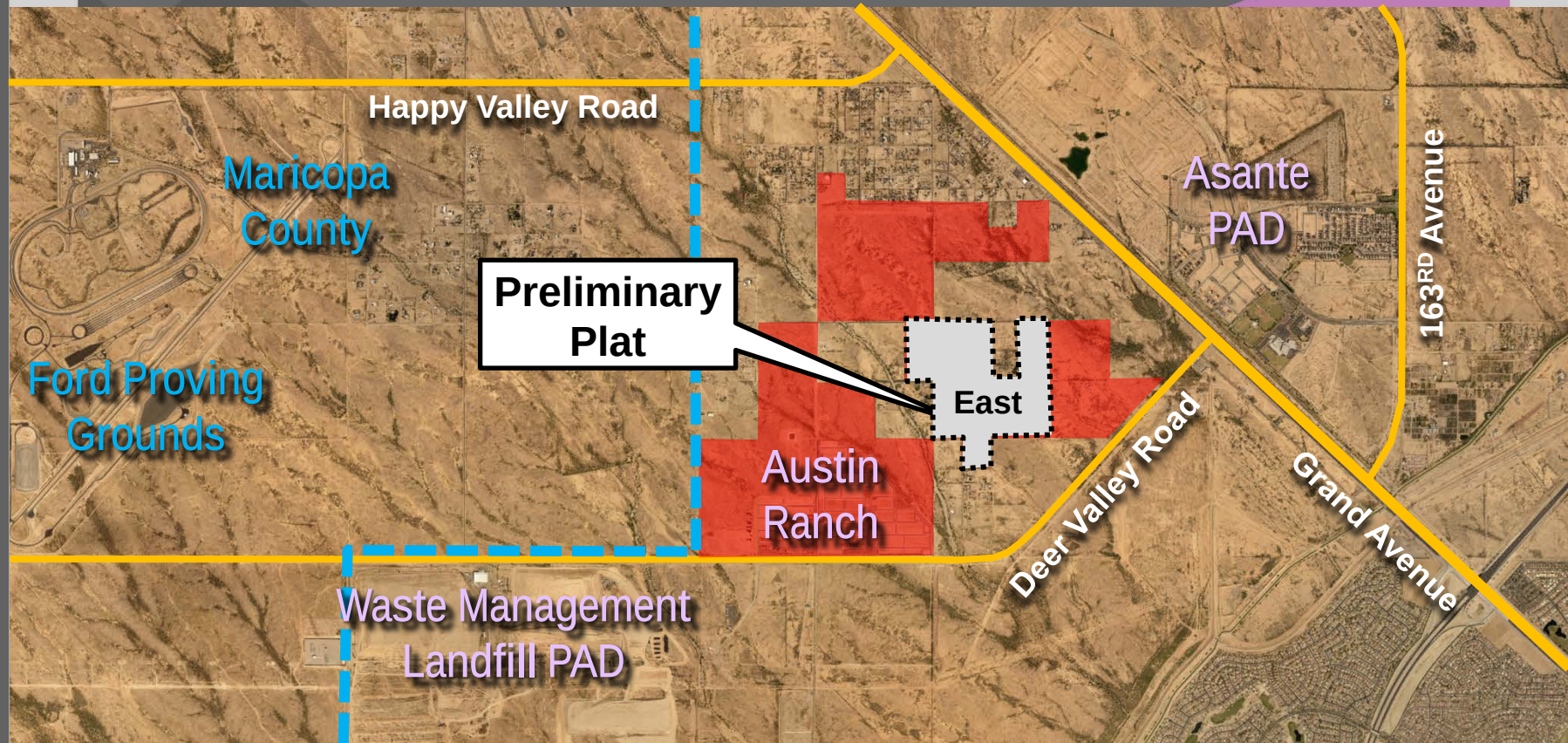
VICINITY MAP

Austin Ranch East
Parcels 12A and 12C



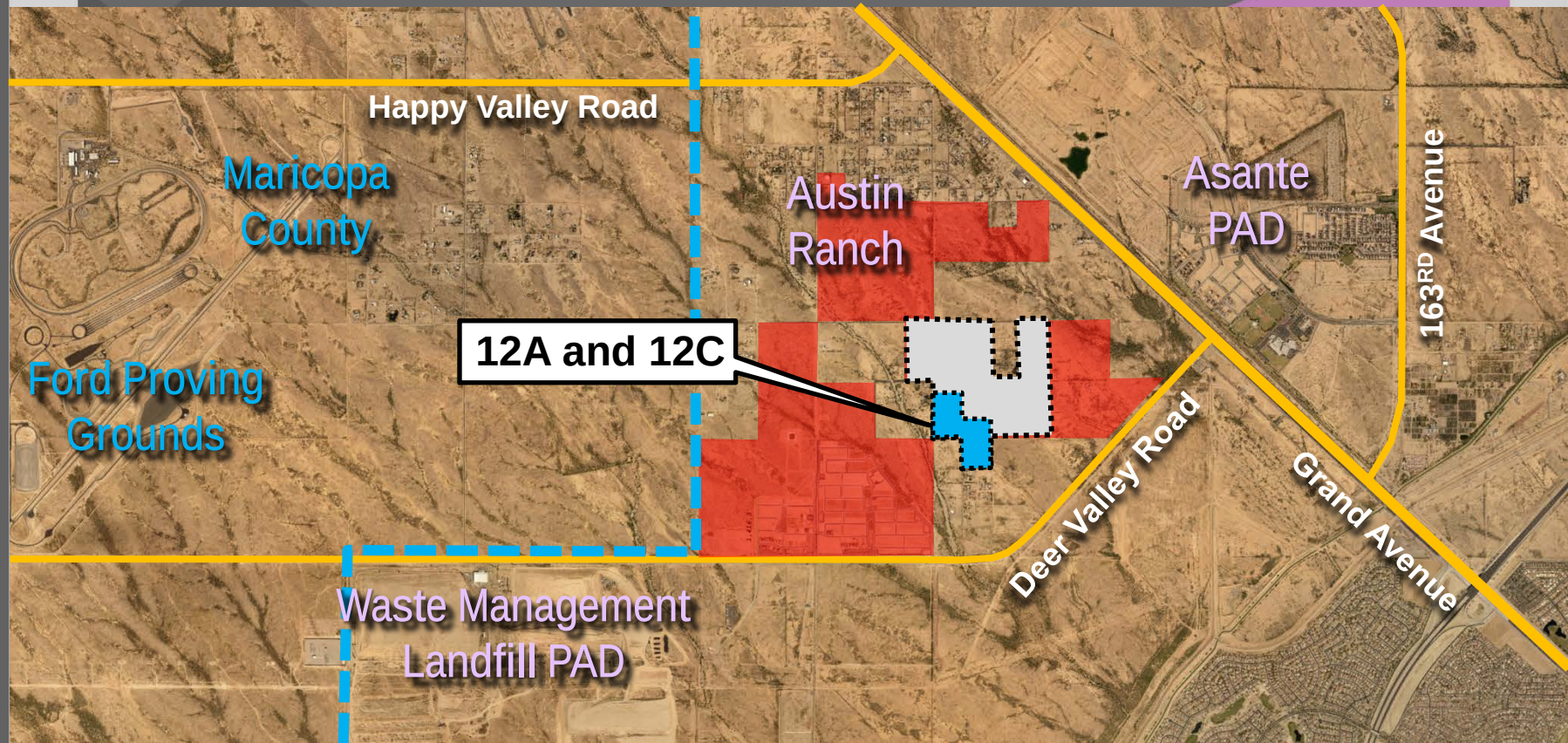
VICINITY MAP

Austin Ranch East
Parcels 12A and 12C



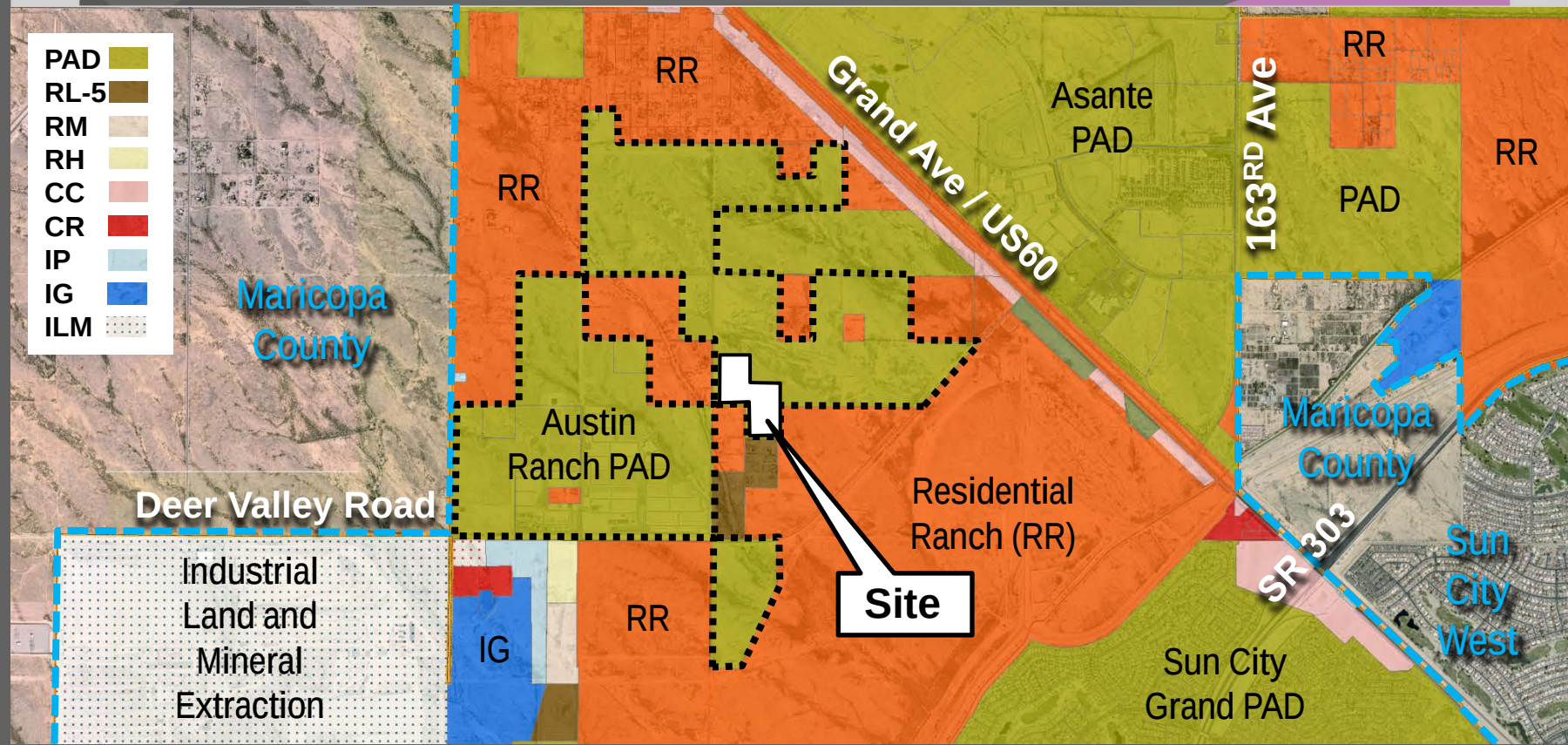
VICINITY MAP

Austin Ranch East
Parcels 12A and 12C



ZONING MAP

Austin Ranch East
Parcels 12A and 12C



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

KNOW ALL PERSONS BY THESE PRESENTS: THAT COURTLAND HOMES INC., AN ARIZONA CORPORATION AS "OWNER", HEREBY PUBLISHES THIS FINAL PLAT OF "AUSTIN RANCH EAST PHASE 1B - PARCELS 12A & 12C" A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENT, AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREON.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

COURTLAND HOMES INC., AN ARIZONA CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2018 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THEMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

APPROVALS

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2018

MAYOR DATE _____

ATTEST: _____

CITY CLERK DATE _____

CITY OF SURPRISE ENGINEER APPROVAL

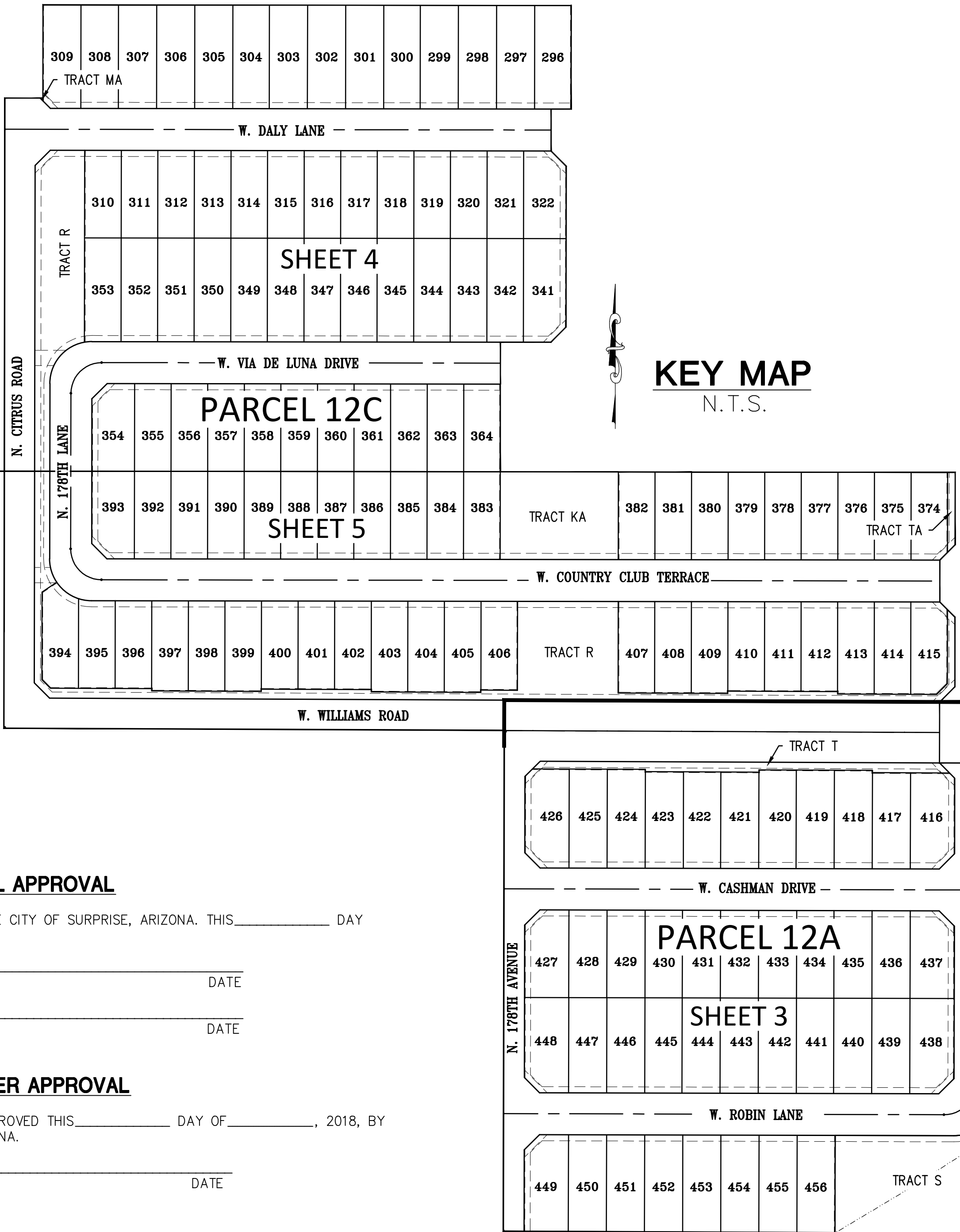
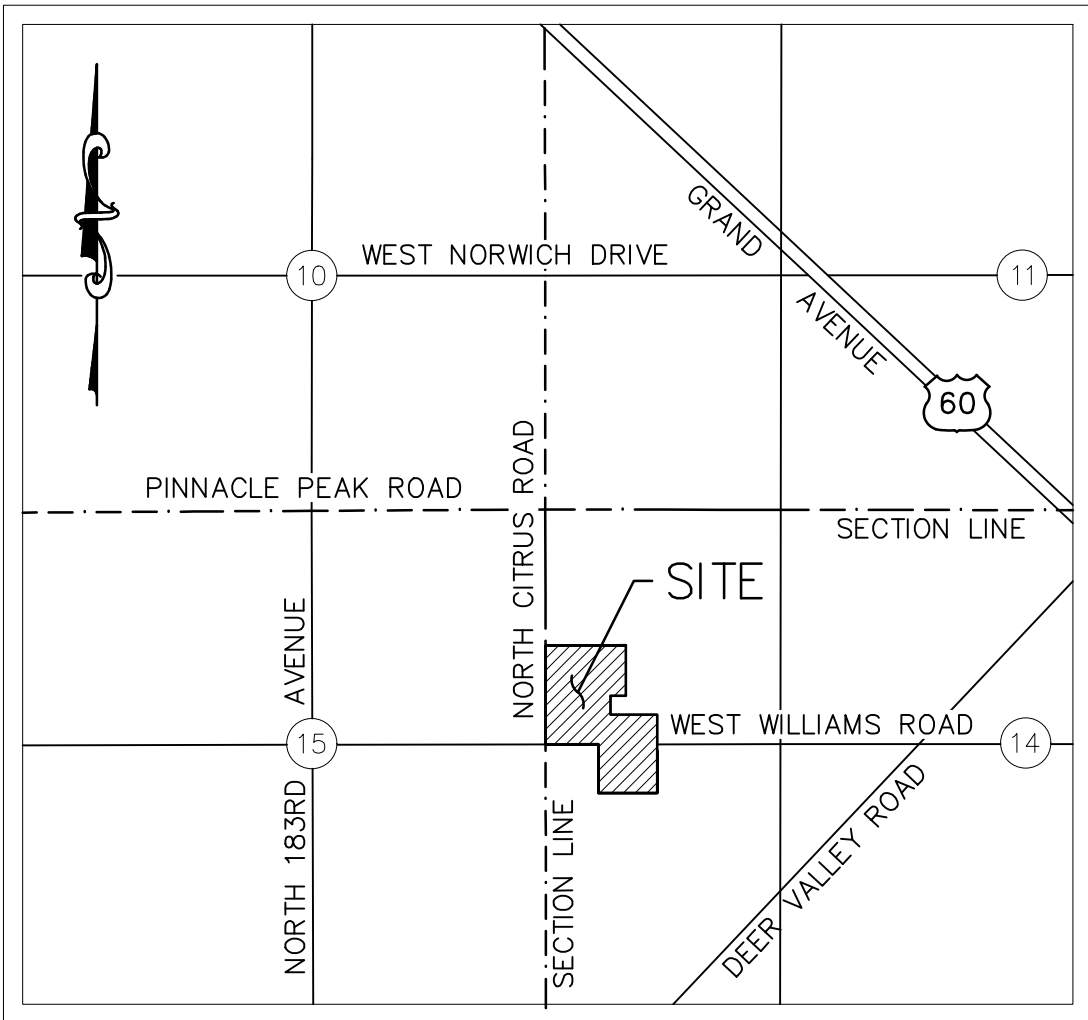
DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2018, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

AUSTIN RANCH EAST
PHASE 1B - PARCELS 12A, & 12C
FINAL PLAT

SURPRISE, ARIZONA

A PORTION OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



KEY MAP
N.T.S.

DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, AZ 85226
TEL. (480)893-7575
CONTACT: HANS KOPPENHOEFER

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 NOTES & DETAILS SHEET
SHEET 3 FINAL PLAT PARCEL 12A
SHEET 4 FINAL PLAT PARCEL 12C
SHEET 5 FINAL PLAT PARCEL 12C

CIVIL ENGINEER

ENTELLUS, INC
3033 N. 44TH STREET, STE 250
PHOENIX, AZ 85018
PHONE: 602-244-2566
CONTACT: MICHAEL R. GLEASON, P.E.

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY RATIFIES AND APPROVES THIS PLAT FOR "AUSTIN RANCH EAST PHASE 1B, PARCELS 12A AND 12C" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS THEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

NORTH COPPER CANYON COMMUNITY ASSOCIATION

AN ARIZONA NON-PROFIT CORPORATION

BY _____

ITS _____

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 14 AS SHOWN ON "PLSS RECORD OF SURVEY" FOR TOWNSHIP 4 NORTH RANGE 2 WEST FOUND IN MARICOPA COUNTY RECORDER BOOK 679 OF MAPS PAGE 19, AND BOOK 1029 OF MAPS, PAGE 48.
BEARING =N00°05'03"E

RELEASE OF LIABILITY

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

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

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

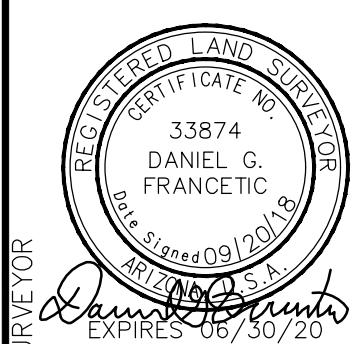
CERTIFICATION

I, DAN FRANCETIC, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2018; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SIGNED: _____

DATE OF PREPARATION: 08/30/2018

DANIEL G. FRANCETIC, RLS
REGISTERED LAND SURVEYOR #33874
ENTELLUS, INC.
3033 NORTH 44TH STREET, #250
PHOENIX, ARIZONA 85018
PHONE: 602-244-2566
E-MAIL: dfrancetic@entellus.com



VERSIONS:		REVISIONS:	
X	DATE	DESCRIPTION	DATE
1	05/31/18	1ST FINAL PLAT SUBMITTAL	
2	06/07/18	2ND FINAL PLAT SUBMITTAL	
3	8/17/18	3RD FINAL PLAT SUBMITTAL	
4	8/30/18	4TH FINAL PLAT SUBMITTAL	
5	09/20/18	5TH FINAL PLAT SUBMITTAL	

AUSTIN RANCH EAST
PHASE 1B - PARCELS 12A & 12C
SURPRISE, MARICOPA COUNTY, ARIZONA
FINAL PLAT

DESIGN:	EM
DRAFTED:	DJ
QA/QC:	DGF
AS-BUILT #:	
ENT. PROJ. #:	171.002
SHEET:	CVR 1 OF 5

AUSTIN RANCH EAST
PHASE 1B - PARCEL 12A
SURPRISE, ARIZONA

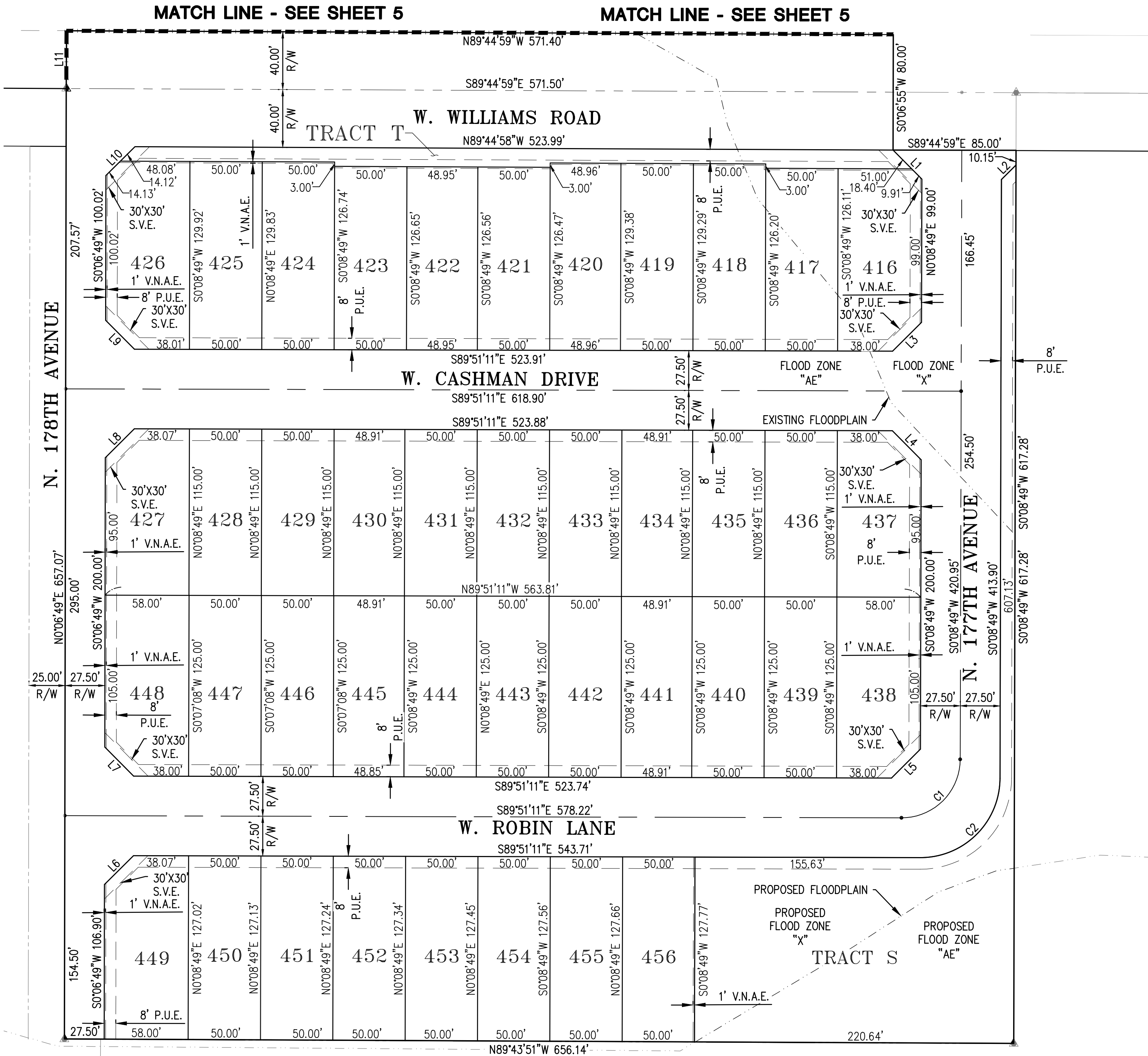
LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
416	7086.76	0.1627
417	6307.68	0.1448
418	6462.18	0.1484
419	6466.69	0.1485
420	6336.80	0.1455
421	6325.60	0.1452
422	6197.16	0.1423
423	6334.52	0.1454
424	6489.02	0.1490
425	6493.53	0.1491
426	7293.07	0.1674
427	6473.86	0.1486
428	5750.00	0.1320
429	5750.00	0.1320
430	5624.25	0.1291
431	5750.00	0.1320
432	5750.00	0.1320
433	5750.00	0.1320
434	5624.25	0.1291
435	5750.00	0.1320
436	5750.00	0.1320

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
437	6470.00	0.1485
438	7050.00	0.1618
439	6250.00	0.1435
440	6250.00	0.1435
441	6113.31	0.1403
442	6250.00	0.1435
443	6250.00	0.1435
444	6250.00	0.1435
445	6109.49	0.1403
446	6250.00	0.1435
447	6250.00	0.1435
448	7049.27	0.1618
449	7168.41	0.1646
450	6353.81	0.1459
451	6359.14	0.1460
452	6364.47	0.1461
453	6369.80	0.1462
454	6375.13	0.1464
455	6380.46	0.1465
456	6385.80	0.1466

RIGHT OF WAY AREA TABLE			
R/W	AREA(SF)	AREA(AC)	USE
ROW	152965.04	3.5102	PUBLIC INGRESS & EGRESS

TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT S	33666.83	0.7729	OPEN SPACE, RETENTION, P.U.E.
TRACT T	6084.54	0.1397	OPEN SPACE, RETENTION, P.U.E.

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 12A	450780.37	10.3485



LINE TABLE		
#	LENGTH	BEARING
L1	28.31'	S44°48'19"E
L2	14.13'	S45°11'55"W
L3	28.28'	N45°08'49"E
L4	28.28'	S44°51'11"E
L5	28.28'	N45°08'49"E
L6	28.28'	N45°07'49"E
L7	28.29'	N44°52'11"W
L8	28.28'	S45°07'49"W
L9	28.29'	N44°52'11"W
L10	28.25'	S45°10'55"W
L11	40.00'	N00°15'01"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C1	63.62'	40.50'	40.50'	90°00'00"
C2	86.39'	55.00'	55.00'	90°00'00"

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.entellus.com

REGISTERED LAND SURVEYOR
33874
DANIEL G. FRANCETIC
EXPIRES 06/30/20

SURVEYOR

REVISIONS:

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AUSTIN RANCH EAST
PHASE 1B - PARCELS 12A & 12C
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stakes, Inc.
Dial 8-1-1 or 1-800-874-AE-IT (782-6846)
In Maricopa County: (602) 268-1100

DESIGN: EM
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SHEET: FP3 OF: 5

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AS-BUILT #:	----
ENT. PROJ #:	171.002
SHEET:	1 OF 5



LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
296	6527.69	0.1499
297	6799.67	0.1561
298	6799.67	0.1561
299	6799.67	0.1561
300	6527.68	0.1499
301	6799.66	0.1561
302	6799.66	0.1561
303	6799.66	0.1561
304	6527.67	0.1499
305	6799.65	0.1561
306	6799.65	0.1561
307	6799.64	0.1561
308	6697.81	0.1538
309	6749.71	0.1550
310	5520.00	0.1267
311	5520.00	0.1267
312	5520.00	0.1267
313	5520.00	0.1267
314	5520.00	0.1267
315	5520.00	0.1267
316	5520.00	0.1267
317	5520.00	0.1267
318	5520.00	0.1267
319	5520.00	0.1267
320	5520.00	0.1267
321	5520.00	0.1267
322	6240.00	0.1433
341	7416.00	0.1702
342	6528.00	0.1499
343	6528.00	0.1499
344	6528.00	0.1499

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
345	6528.00	0.1499
346	6528.00	0.1499
347	6528.00	0.1499
348	6528.00	0.1499
349	6528.00	0.1499
350	6528.00	0.1499
351	6528.00	0.1499
352	6528.00	0.1499
353	6530.98	0.1499
354	6240.00	0.1433
355	5520.00	0.1267
356	5520.00	0.1267
357	5520.00	0.1267
358	5520.00	0.1267
359	5520.00	0.1267
360	5520.00	0.1267
361	5520.00	0.1267
362	5520.00	0.1267
363	5520.00	0.1267
364	5520.00	0.1267
374	5470.00	0.1256
375	5520.00	0.1267
376	5520.00	0.1267
377	5520.00	0.1267
378	5520.00	0.1267
379	5520.00	0.1267
380	5520.00	0.1267
381	5520.00	0.1267
382	5520.00	0.1267
383	5520.00	0.1267
384	5520.00	0.1267

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
385	5520.00	0.1267
386	5520.00	0.1267
387	5520.00	0.1267
388	5520.00	0.1267
389	5520.00	0.1267
390	5520.00	0.1267
391	5520.00	0.1267
392	5520.00	0.1267
393	6240.00	0.1433
394	6113.49	0.1403
395	5538.53	0.1271
396	5530.11	0.1270
397	5680.79	0.1304
398	5687.48	0.1306
399	5694.17	0.1307
400	5556.86	0.1276
401	5563.55	0.1277
402	5570.24	0.1279
403	5720.93	0.1313
404	5727.62	0.1315
405	5734.30	0.1316
406	5596.99	0.1285
407	5766.08	0.1324
408	5772.77	0.1325
409	5779.46	0.1327
410	5642.15	0.1295
411	5648.83	0.1297
412	5655.52	0.1298
413	5806.21	0.1333
414	5812.90	0.1334
415	5669.88	0.1302

AUSTIN RANCH EAST
PHASE 1B - PARCEL 12C
SURPRISE, ARIZONA

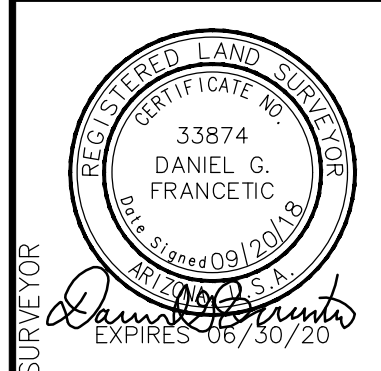
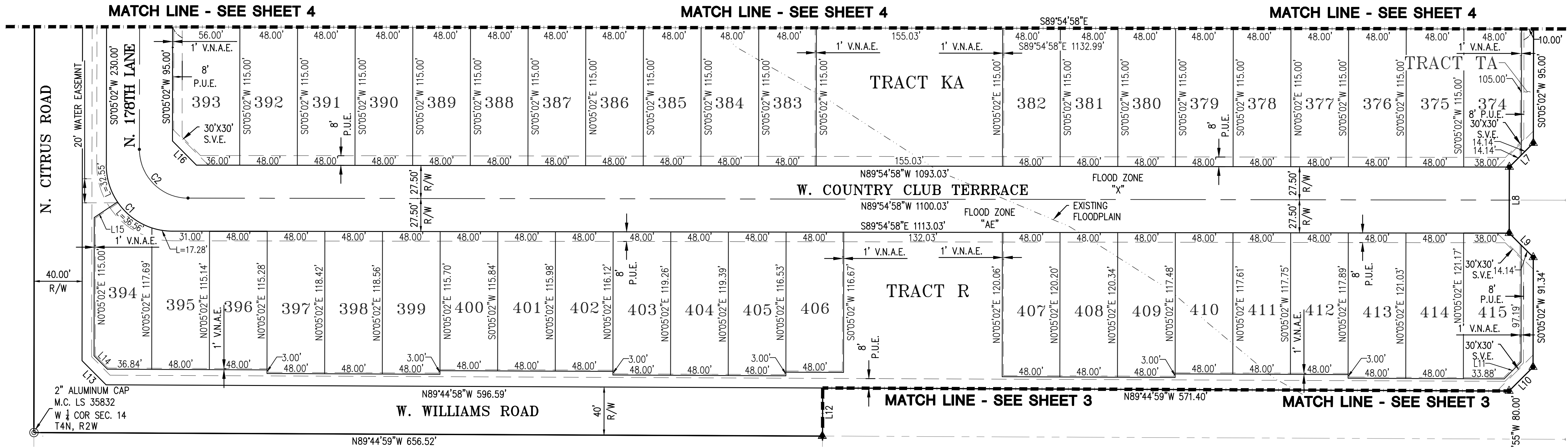
RIGHT OF WAY AREA TABLE			
R/W	AREA(SF)	AREA(AC)	USE
ROW	204070.19	4.6848	PUBLIC INGRESS & EGRESS

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 12C	828053.66	19.0095

TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT KA	17828.79	0.4093	OPEN SPACE, RETENTION, P.U.E.
TRACT MA	6.12	0.0001	OPEN SPACE
TRACT R	54906.86	1.2605	OPEN SPACE, RETENTION, P.U.E.
TRACT TA	1000.00	0.0230	OPEN SPACE, P.U.E., S.V.E.

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- FEMA FLOODPLAIN
- LOT CORNER
- PROPERTY CORNER-SET
1/2" REBAR W/CAP "RLS 33874"
- MONUMENT
- FOUND ALUMINUM CAP FLUSH
- FOUND BRASS CAP FLUSH
- FOUND BRASS CAP IN HAND HOLE
- CALCULATED POSITION
- CL CENTER LINE
- C.O.S. CITY OF SURPRISE
- BSL BUILDING SETBACK LINE
- POB POINT OF BEGINNING
- (P) PROPOSED
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- SVE SIGHT VISIBILITY EASEMENT



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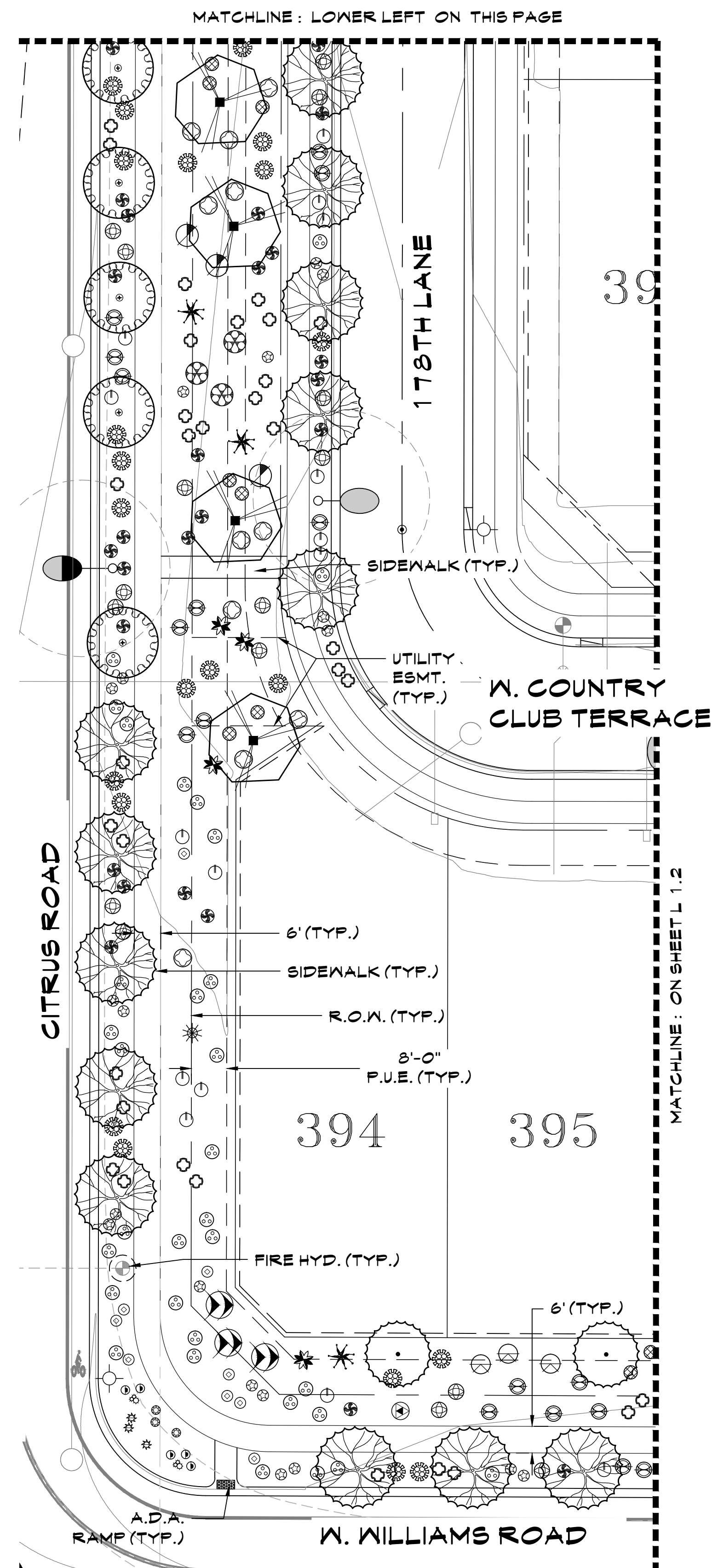
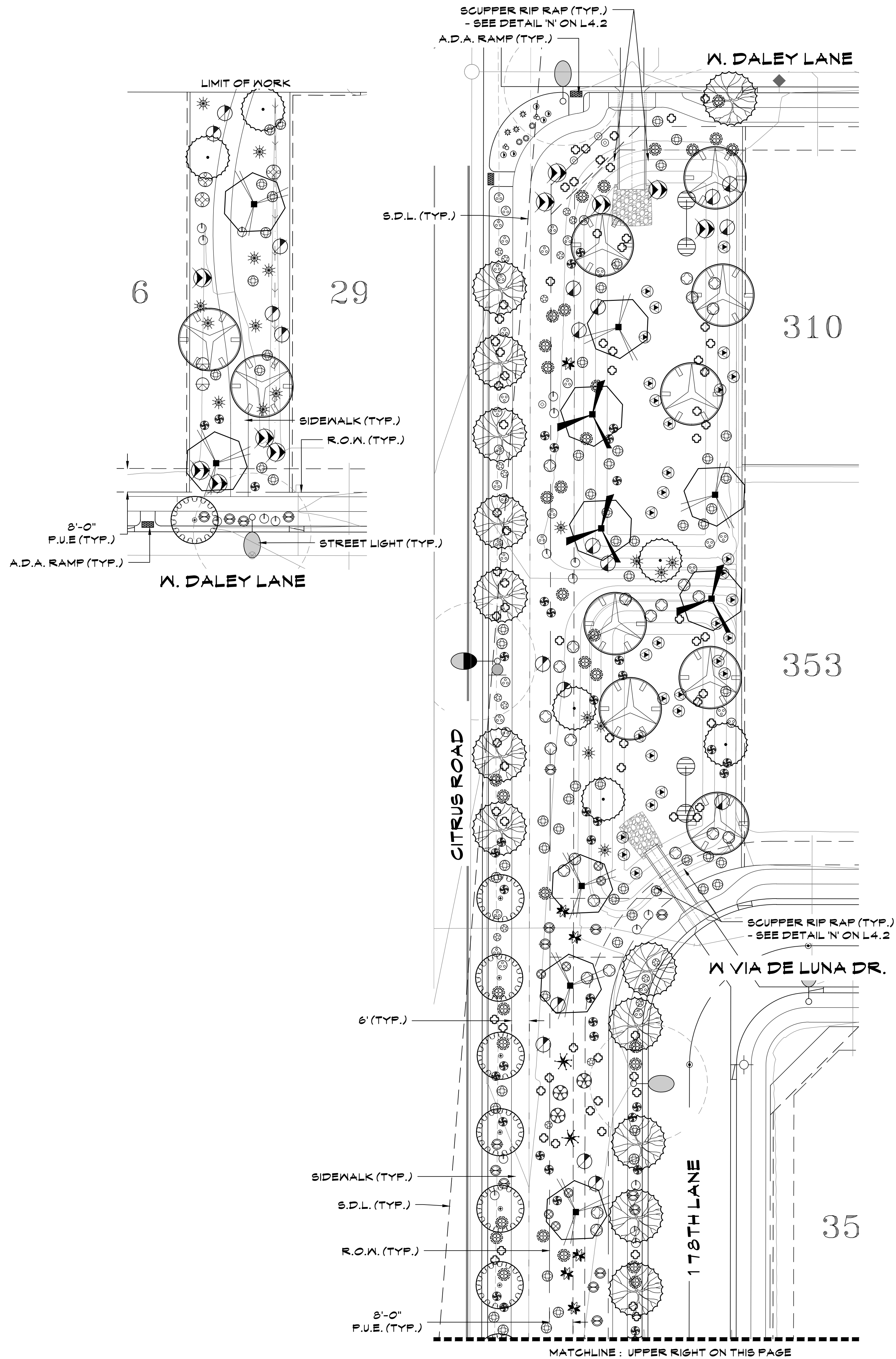
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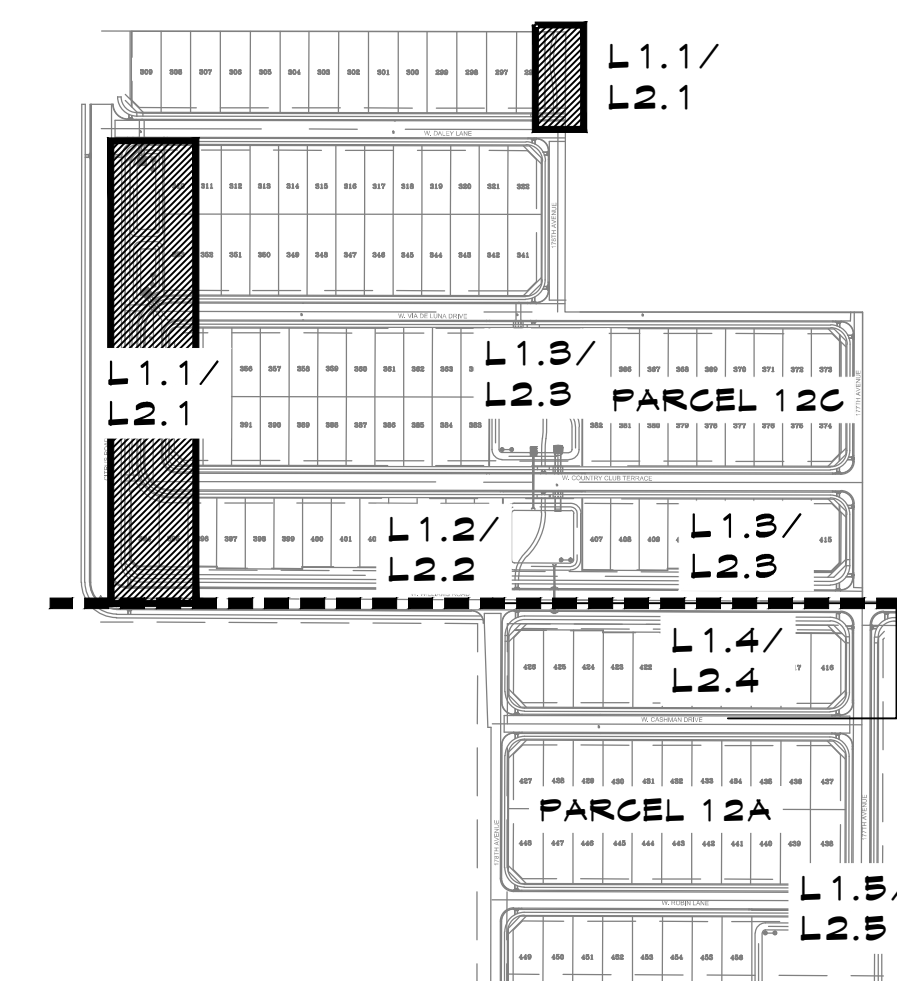
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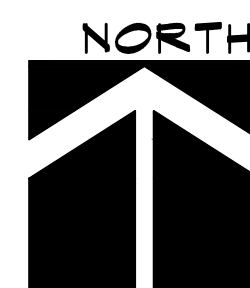
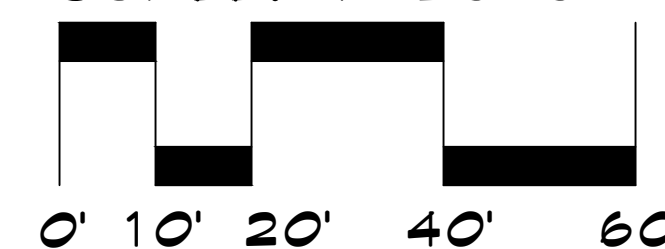
PLANT LEGEND

TREES	ACACIA ANEURA / MULGA
	ACACIA SALICINA / WILLOW ACACIA
	CHILOPSIS SP. RIO SALADO / 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS	PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
	SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
	ENCELIA FARINOA / BRITTLEBUSH
	HYPTIS EMORYI / DESERT LAVENDER
ACCENTS	JUSTICIA CALIFORNICA / CHUPAROSA
	LARREA TRIDENTATA / CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS / JOJOBA
	SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS	AGAVE AMERICANA / AMERICAN AGAVE
	AGAVE PARRII / PARRYS AGAVE
	ASCLEPIUS SUBULATA / DESERT MILKWEED
	BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
	DASYLIRION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE	FOUQUERIA SPLENDENS / OGOTILLO
	HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS / DEER GRASS
	OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
	AMEROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
Turf	BAILEYA MULTIRADIATA / DESERT MARIGOLD
	EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
	ACACIA REDOLENS / TRAILING ACACIA
	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
Decomposed Granite	EUPHORBIA RIGIDA / GOPHER PLANT
	EUPHORBIA ANTISYPHILITICA / CANDELLILLA

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN AUSTIN RANCH EAST - PHASE 1B W OF WILLIAMS ROAD AND 177TH AVE. INTERSECTION SURPRISE, ARIZONA PREPARED FOR: COURTLAND HOMES

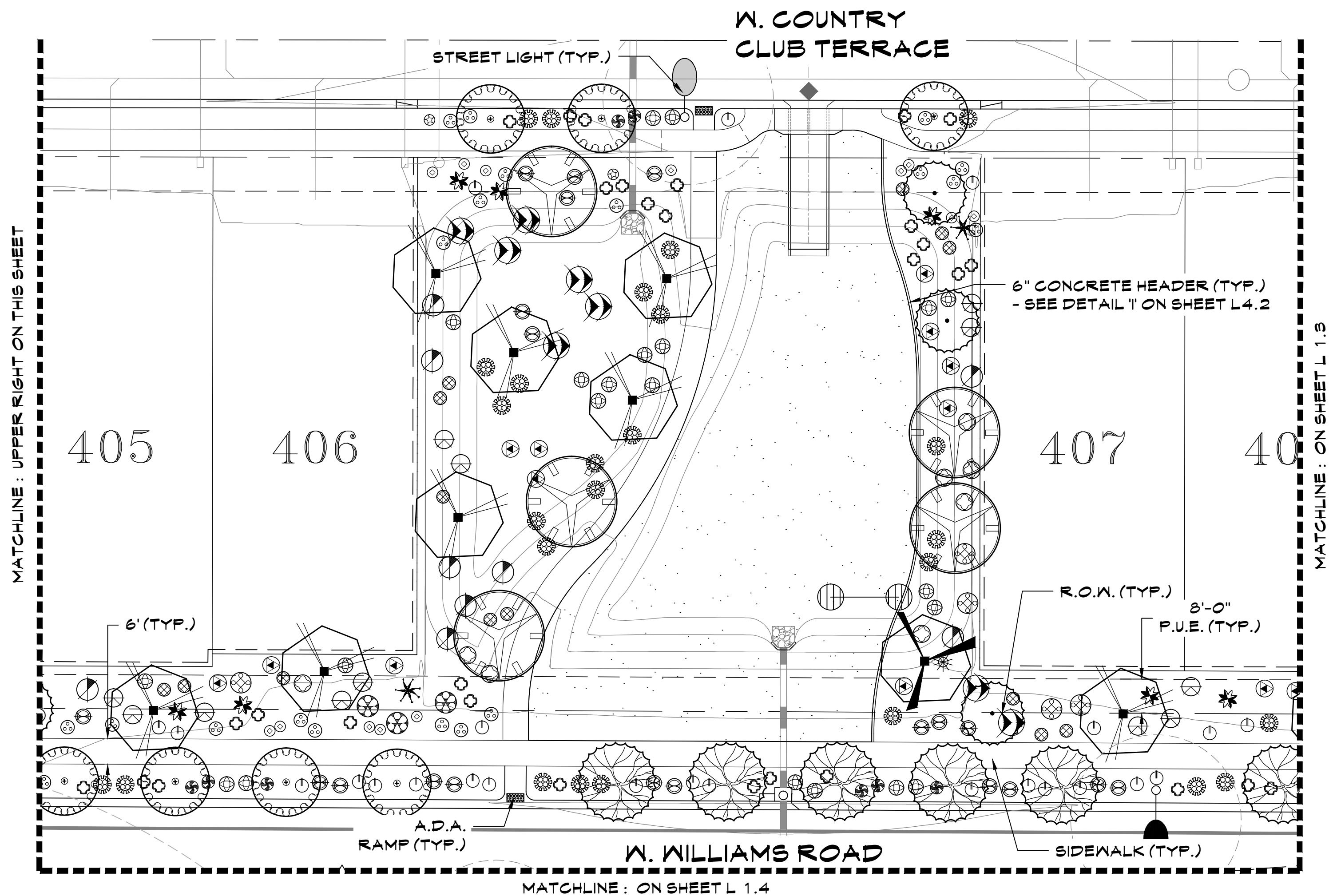
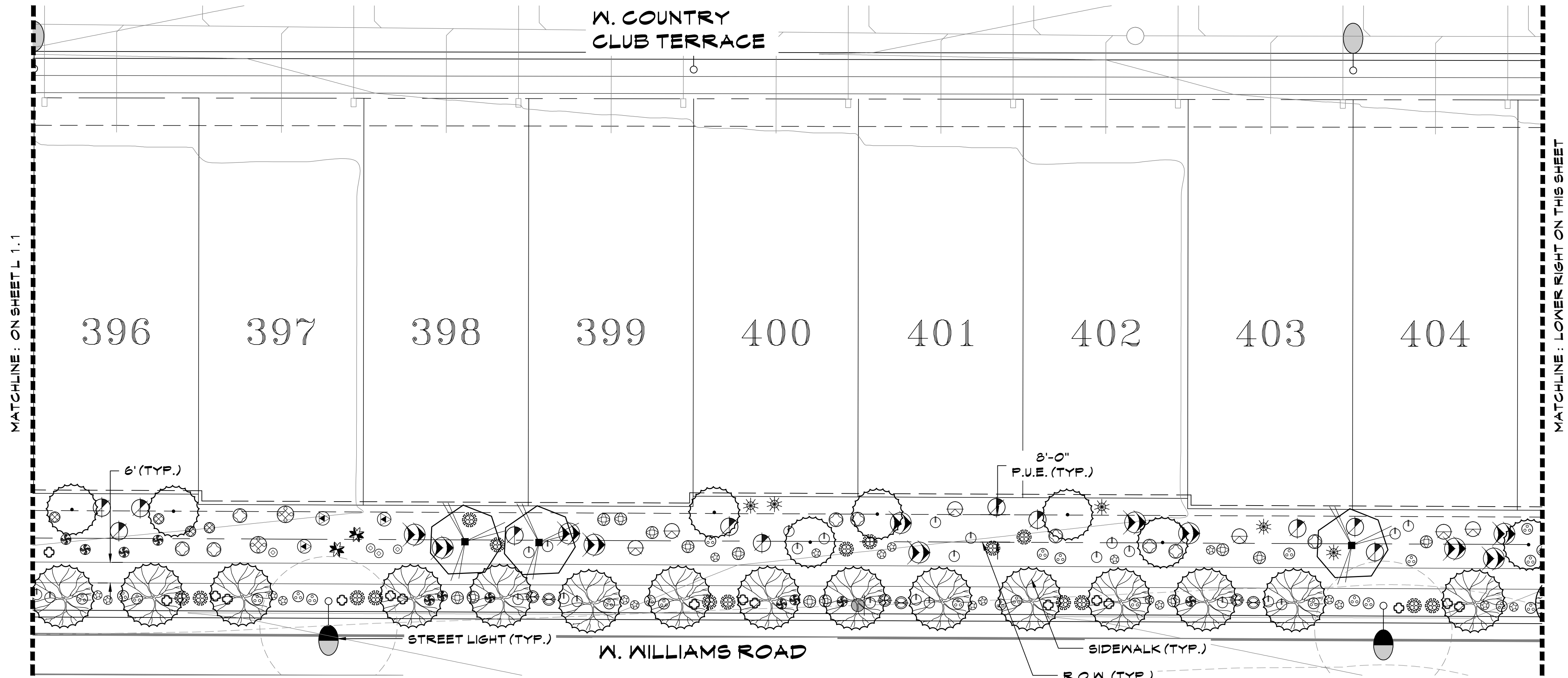
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JOB NO. 17-27
DATE: 08-29-2018
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REVISIONS:

SHEET NO.
L 1.1
2 OF 15

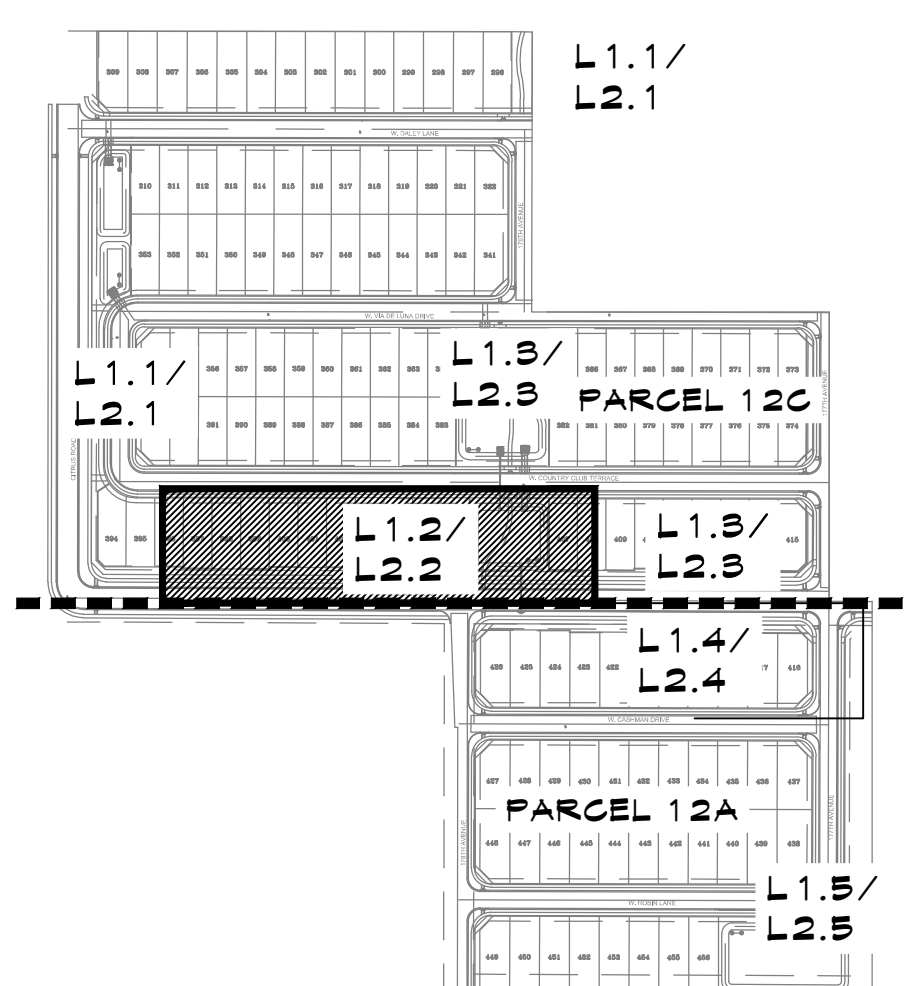


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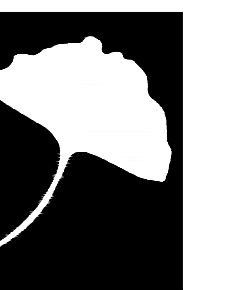
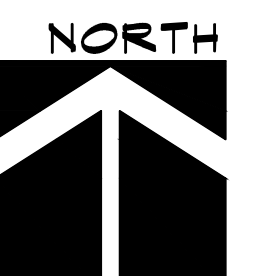
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SHRUBS	- CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER - ENCELIA FARINOA / BRITTLEBUSH - HYPTIS EMORYI / DESERT LAVENDER - JUSTICIA CALIFORNICA / CHUPAROSA - LARREA TRIDENTATA / CREOSOTE BUSH - LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE - SIMMONDSIA CHINENSIS / JOJOBA - SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS	- AGAVE AMERICANA / AMERICAN AGAVE - AGAVE PARRII / PARRY'S AGAVE - ASCLEPIUS SUBULATA / DESERT MILKWEED - BOUTELOUA GRACILIS / BLONDE AMBITION GRASS - DASYLIRION WHEELERI / DESERT SPOON - FOUGUERIA SPLENDENS / OCOTILLO - HESPERALOE PARVIFLORA 'PERFA' / BRAKELIGHTS RED YUCCA - MUHLENBERGIA RIGENS / DEER GRASS - OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	- AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE - BAILEYA MULTIRADIATA / DESERT MARIGOLD - EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE' - ACACIA REDOLENS / TRAILING ACACIA
	- TURF- MID-IRON BERMUDA SOD. - DECOMPOSED GRANITE- TO BE DETERMINED BY OWNER.

INTERSECTION PLANTER PALETTE	
- EUPHORBIA RESINIFERA / MOROCCAN MOUNDS - CHRYSACTINIA MEXICANA / DAMIANITA DAISY - EUPHORBIA RIGIDA / GOPHER PLANT - EUPHORBIA ANTISYPHILITICA / CANDELILLA	

KEY MAP



SCALE: 1"=20'-0"



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Expires: 6-30-2021

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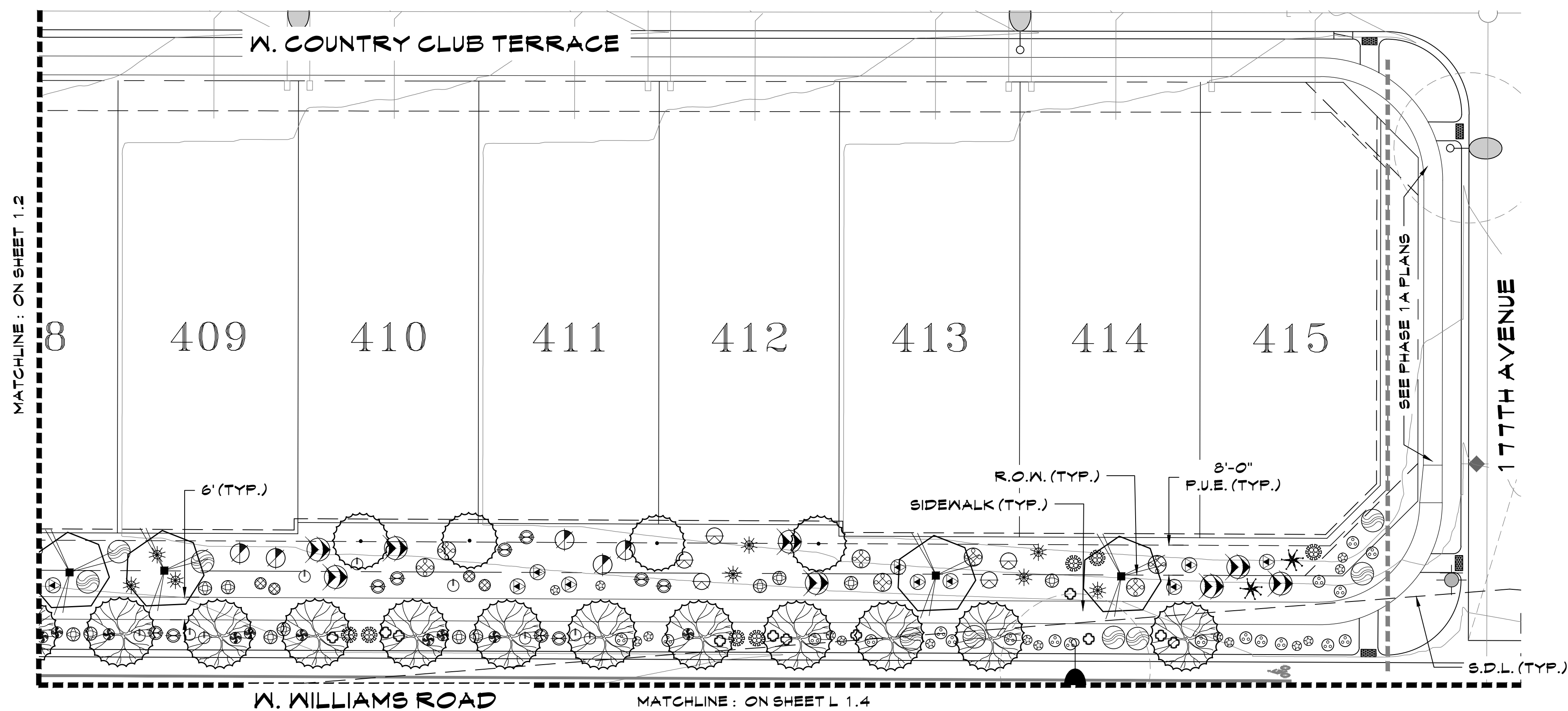
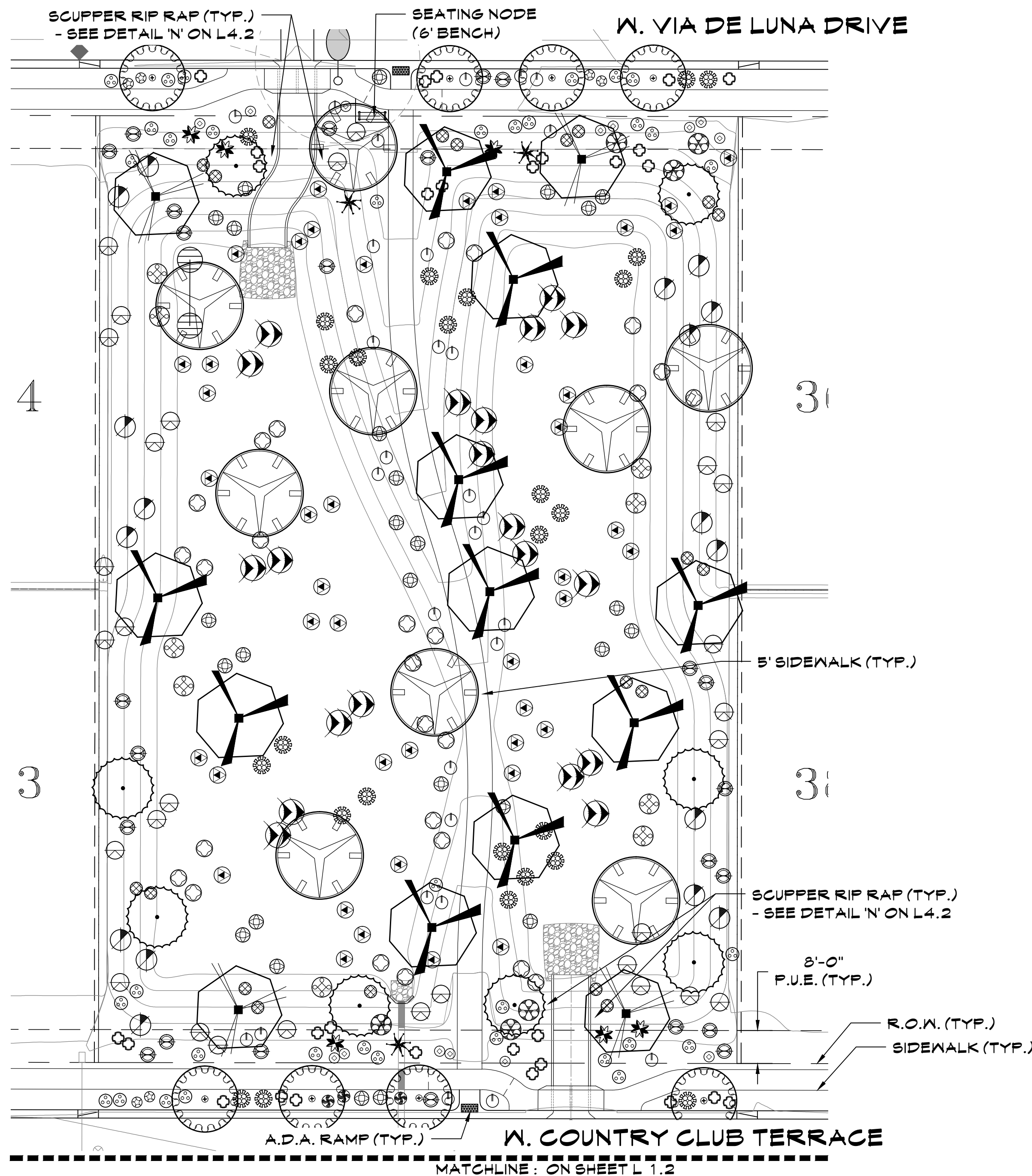
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3 OF 15

PREPARED FOR: COURTLAND HOMES



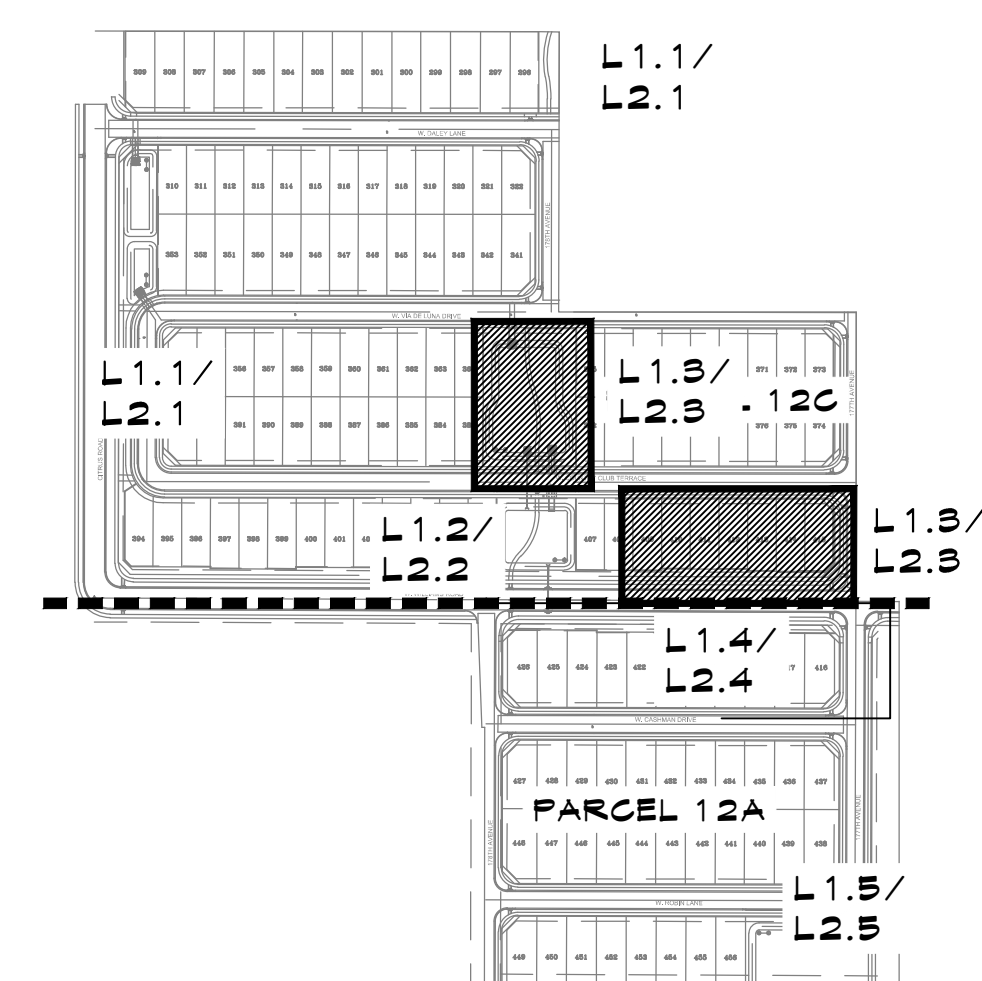
PLANT LEGEND

TREES	ACACIA ANEURA / MULGA ACACIA SALICINA / WILLOW ACACIA CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE PARKINSONIA FLORIDA / BLUE PALO VERDE PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE' SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
SHRUBS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER ENCELIA FARINOSA / BRITTLEBUSH HYPTIS EMORYI / DESERT LAVENDER JUSTICIA CALIFORNICA / CHUPAROSA LARREA TRIDENTATA / CREOSOTE BUSH LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE SIMMONDSIA CHINENSIS / JOJOBA SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS	AGAVE AMERICANA / AMERICAN AGAVE AGAVE PARVIFLORA / PARVIFLORA AGAVE ASCLEPIUS SUBULATA / DESERT MILKWEED BOUTELOUA GRACILIS / BLONDE AMBITION GRASS DASYLIRION WHEELERI / DESERT SPOON FOUQUIERIA SPLENDENS / OCOTILLO HESPERALOE PARVIFLORA 'FERPA' / BRAKELIGHTS RED YUCCA MUHLENBERGIA RIGENS / DEER GRASS OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE BAILEYA MULTIRADIATA / DESERT MARIGOLD EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE' ACACIA REDOLENS / TRAILING ACACIA
	TURF- MID-IRON BERMUDA SOD. DECOMPOSED GRANITE- TO BE DETERMINED BY OWNER.

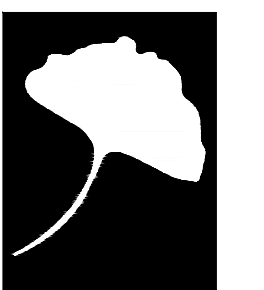
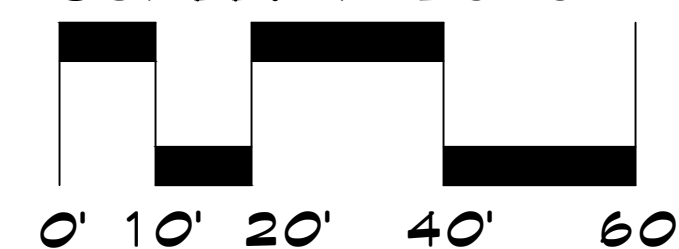
INTERSECTION PLANTER PALETTE

EUPHORBIA RESINIFERA / MOROCCAN MOUNDS CHRYSACTINIA MEXICANA / DAMIANITA DAISY EUPHORBIA RIGIDA / GOPHER PLANT EUPHORBIA ANTISYPHILITICA / CANDELILLA
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KEY MAP



SCALE: 1"=20'-0"



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PREPARED FOR: COURTLAND HOMES

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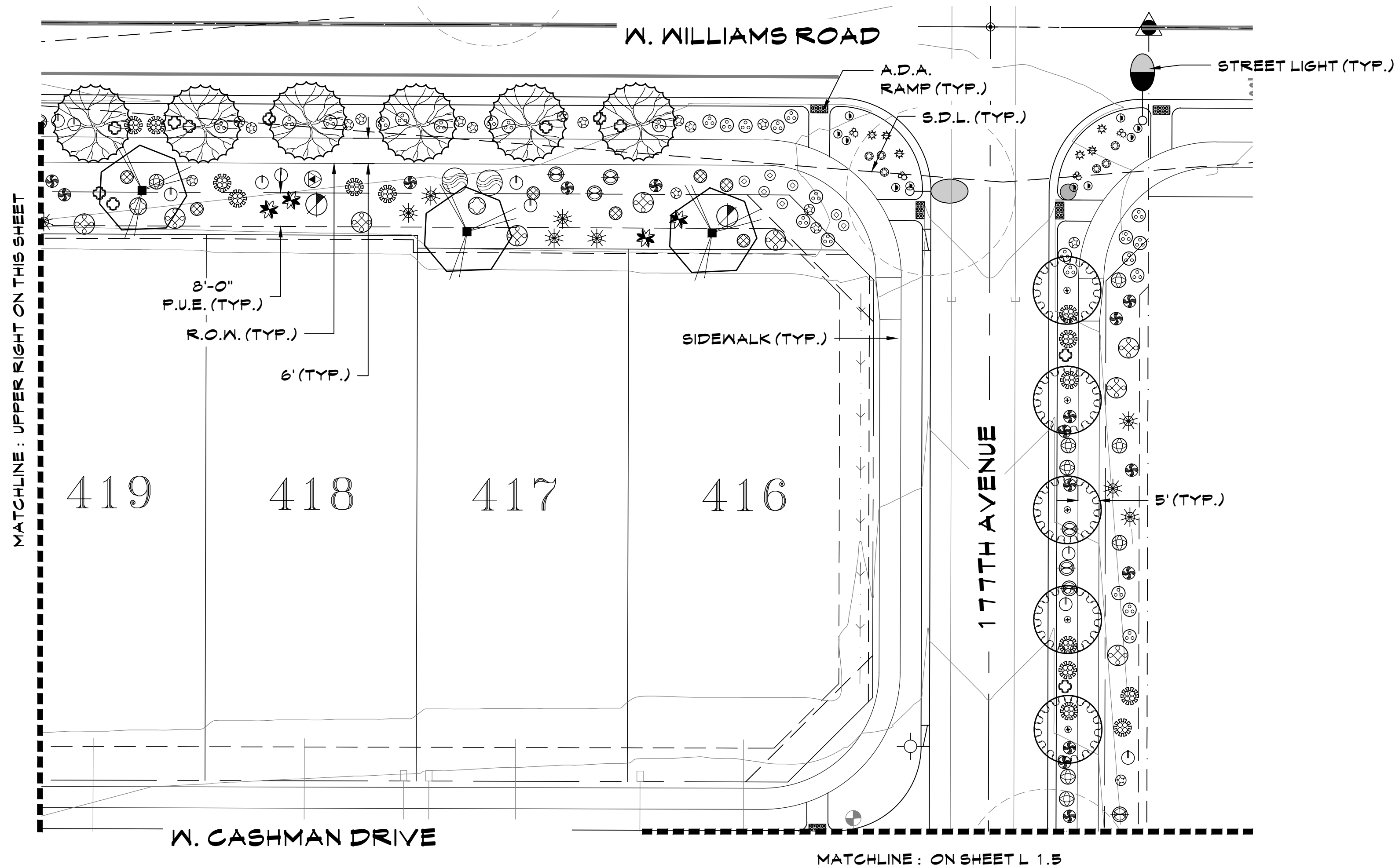
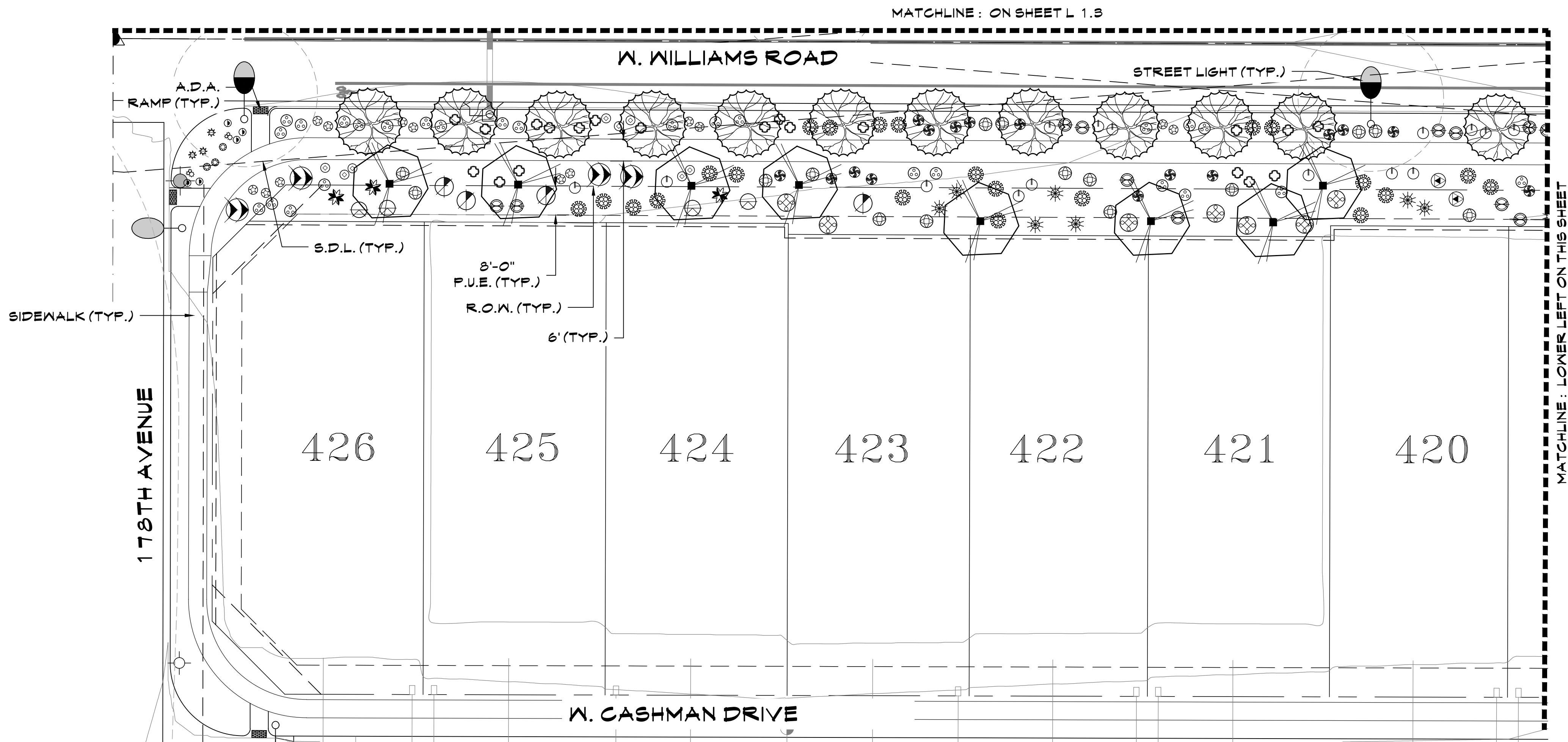
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4 OF 15

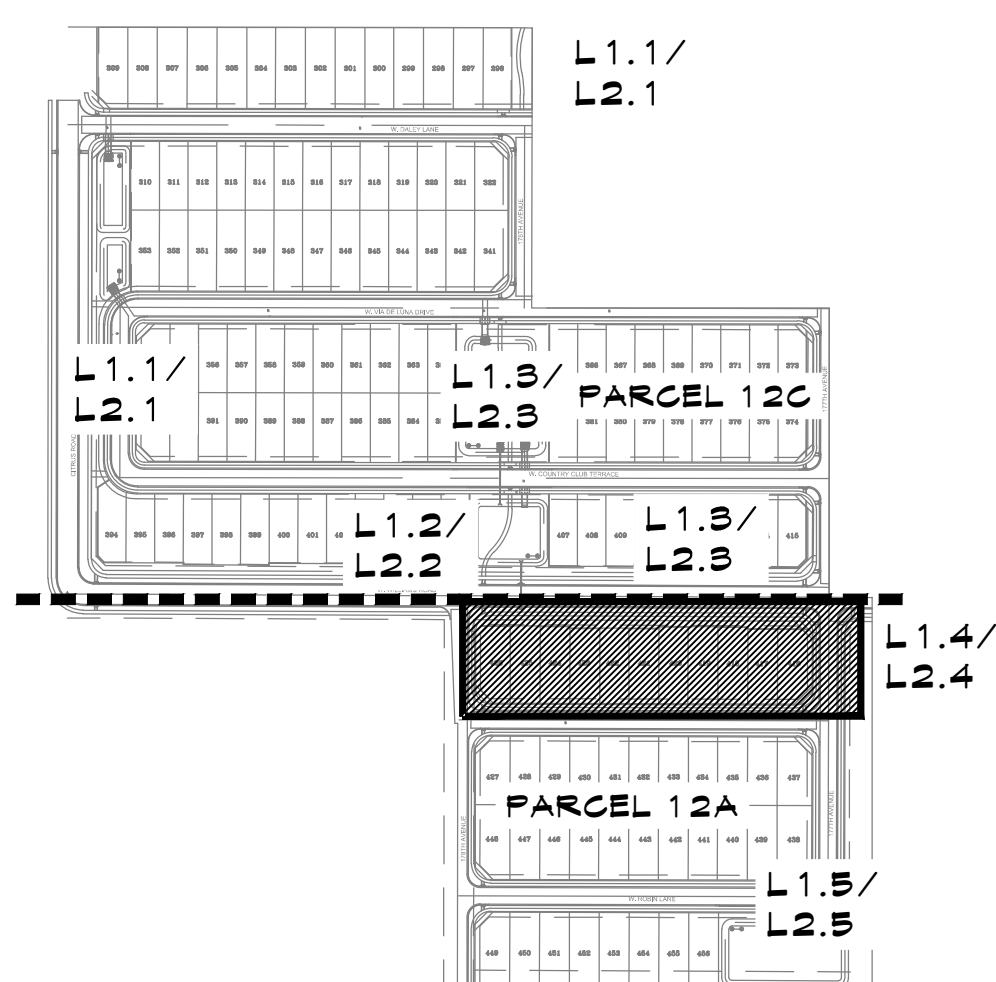


PLANT LEGEND

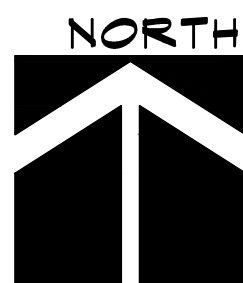
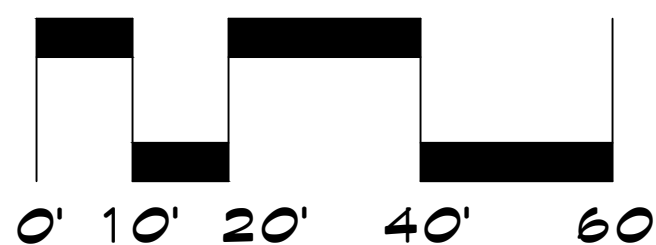
TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SF. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
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SHRUBS		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
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		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUPAROSA
ACCENTS		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
		AGAVE AMERICANA / AMERICAN AGAVE
GROUND COVERS		AGAVE PARRYI / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIRION WHEELERI / DESERT SPOON
		FOUQUIERIA SPLENDENS / OCOTILLO
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		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- TO BE DETERMINED BY OWNER.
		INTERSECTION PLANTER PALETTE

	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
	EUPHORBIA RIGIDA / GOPHER PLANT
	EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN AUSTIN RANCH EAST - PHASE 1B W OF WILLIAMS ROAD AND 177TH AVE. INTERSECTION SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

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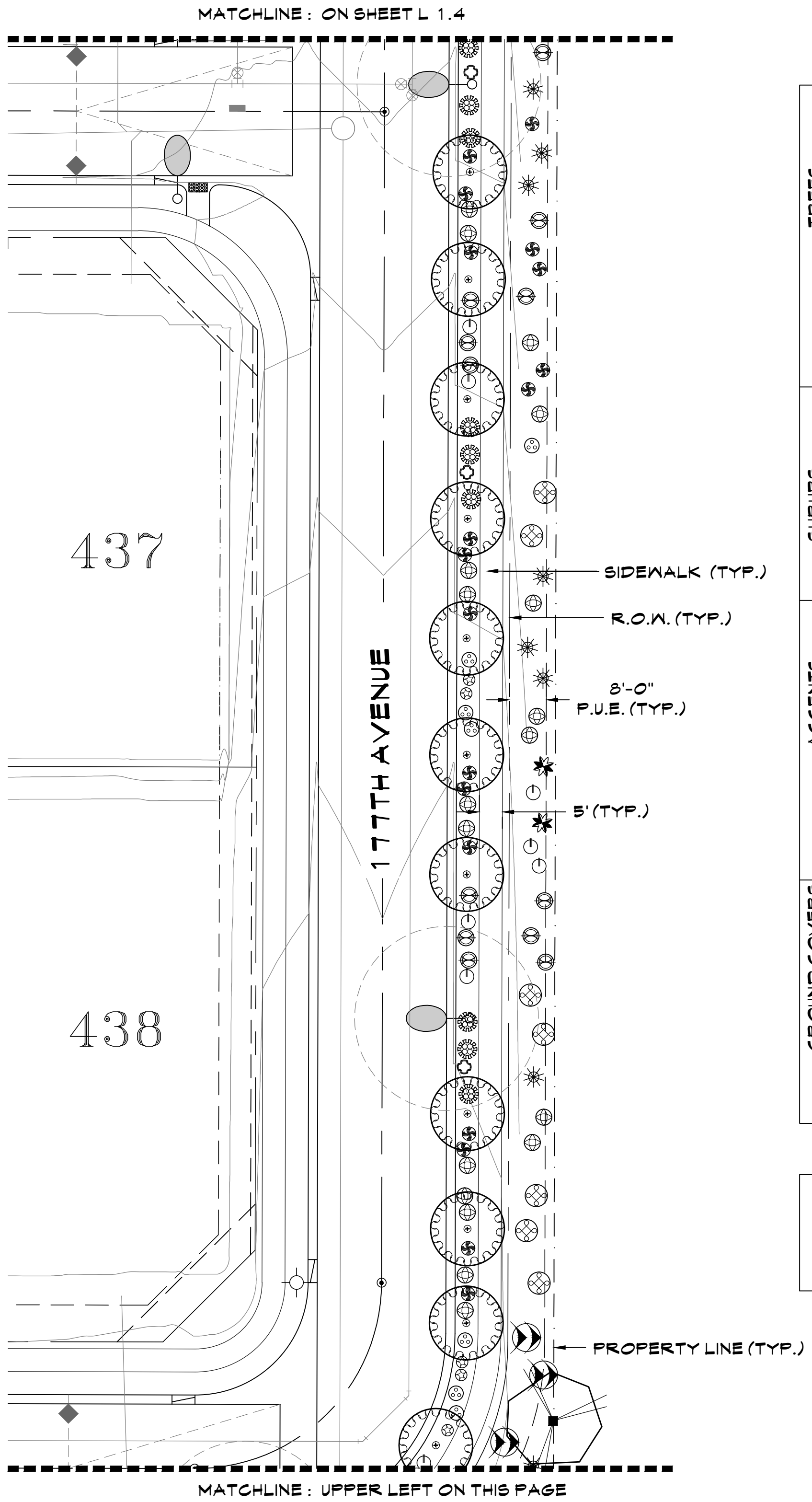
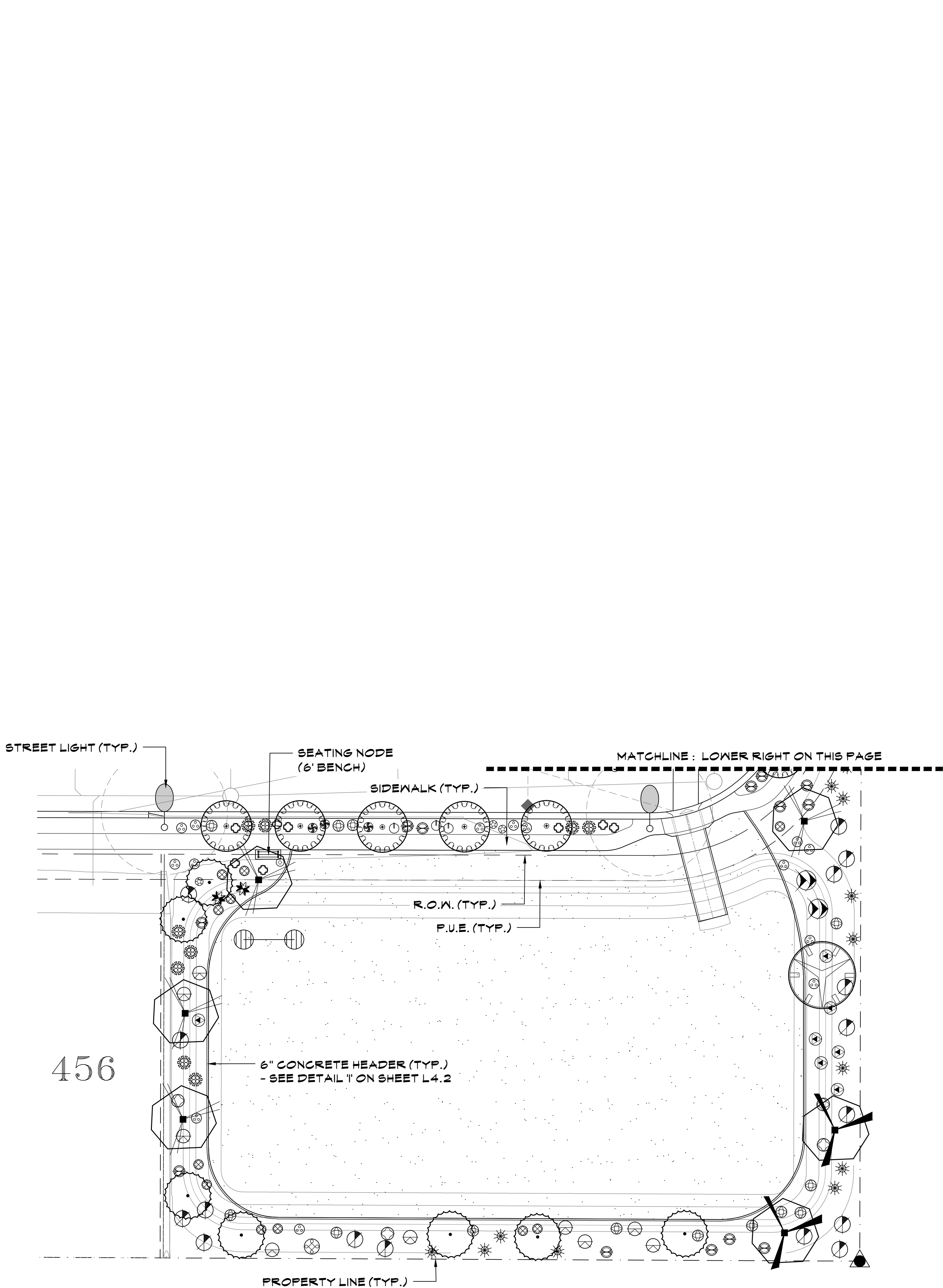
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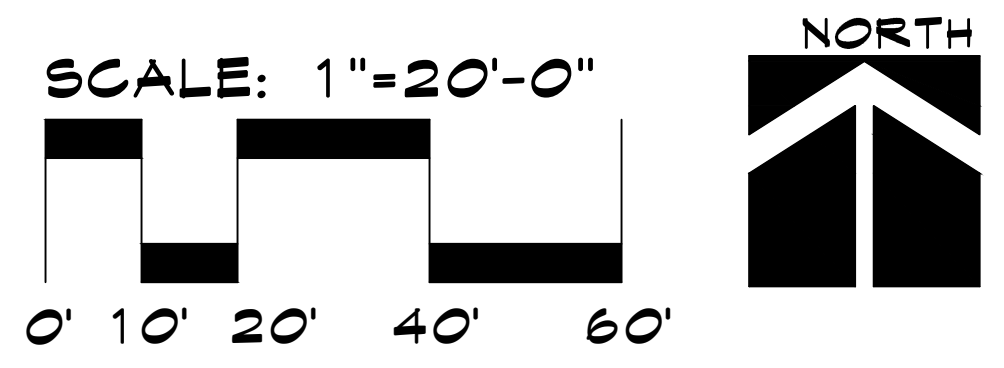
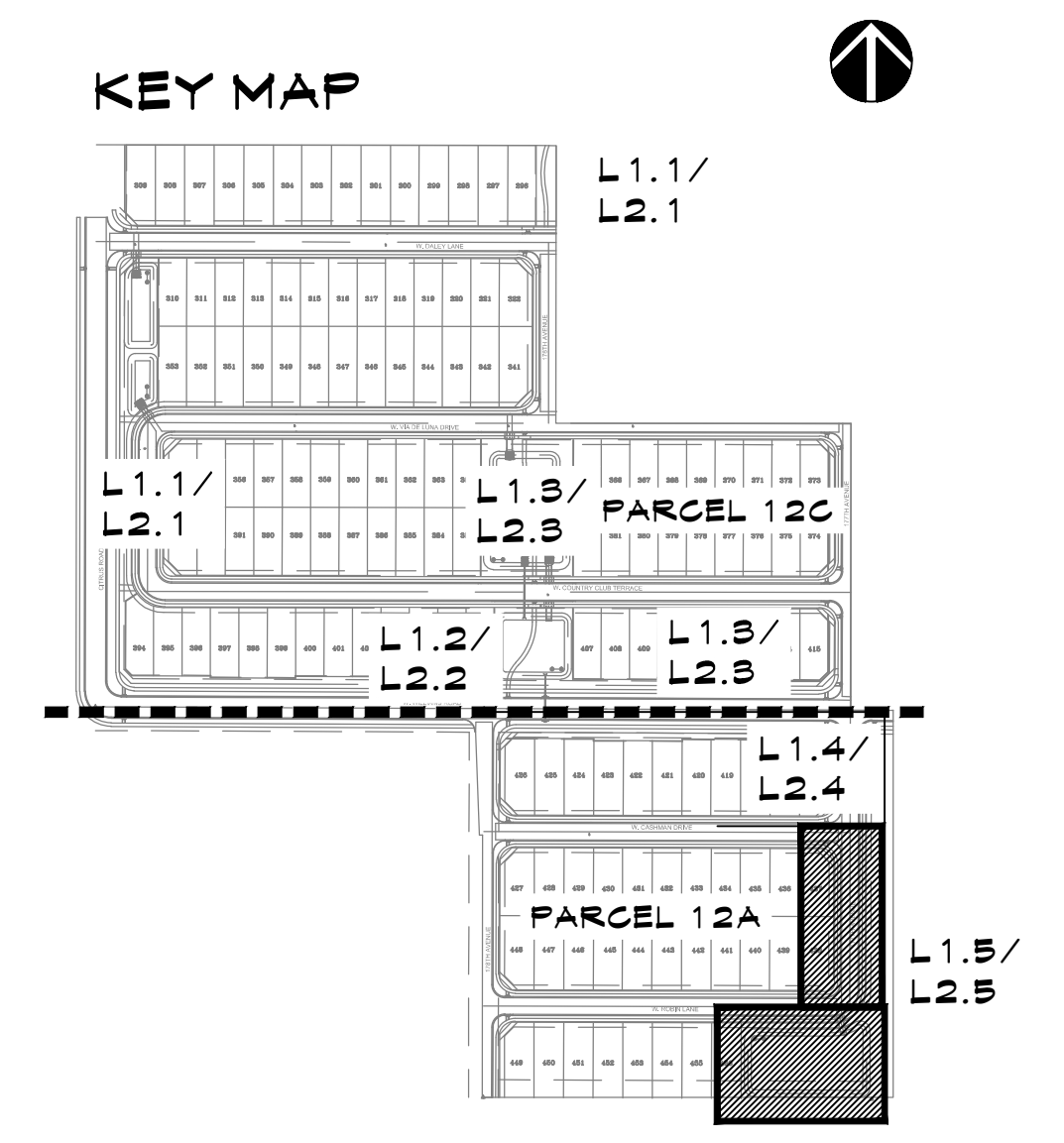
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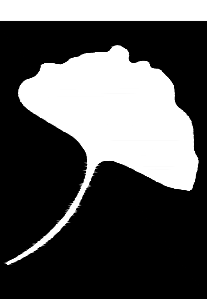
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5 OF 15



PLANT LEGEND	
TREES	ACACIA ANEURA / MULGA
	ACACIA SALICINA / WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
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TREES	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
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PLANTING PLAN

AUSTIN RANCH EAST - PHASE 1B

W OF WILLIAMS ROAD AND 177TH AVE. INTERSECTION

SURPRISE, ARIZONA

PREPARED FOR: COURTLAND HOMES

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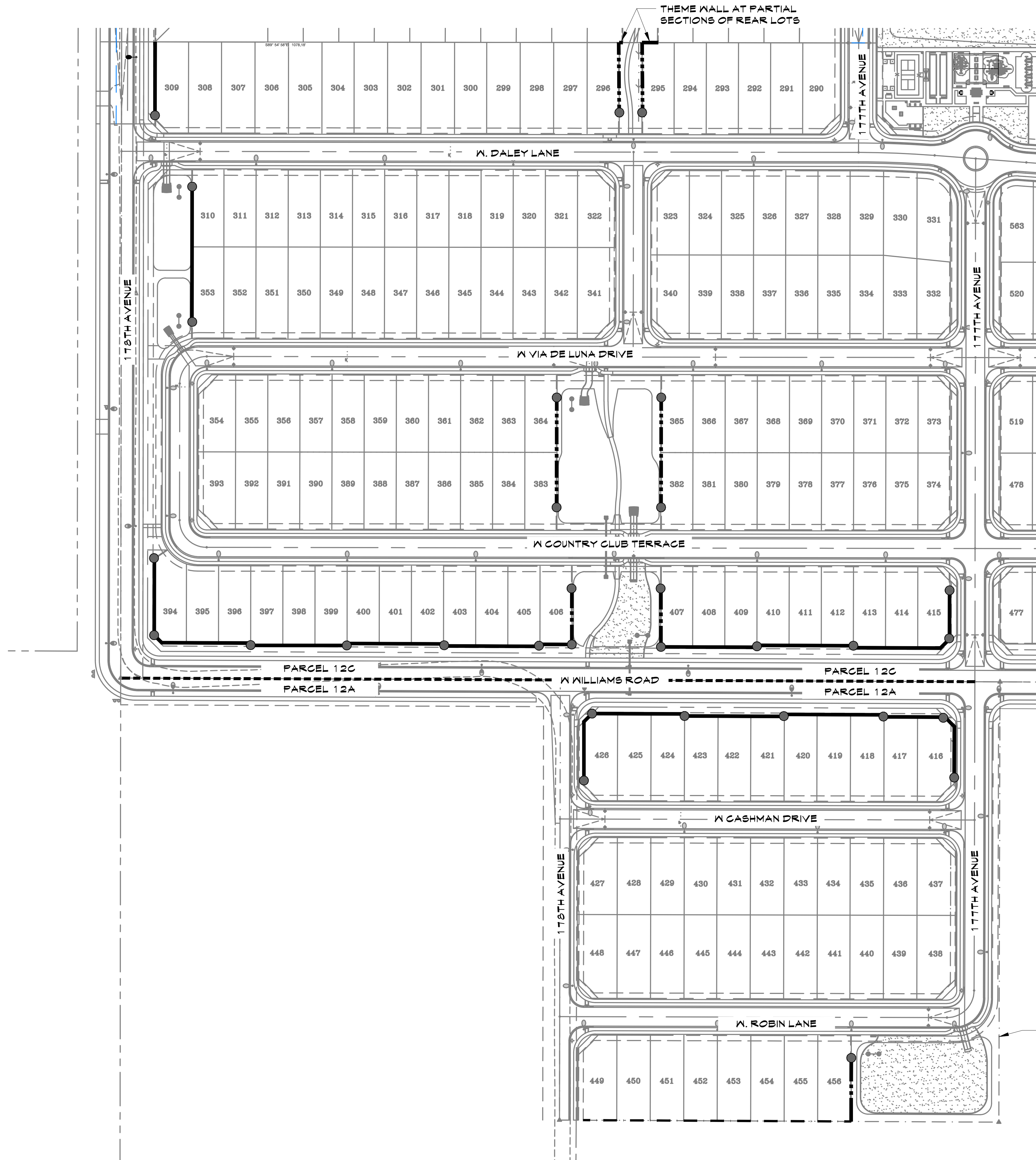
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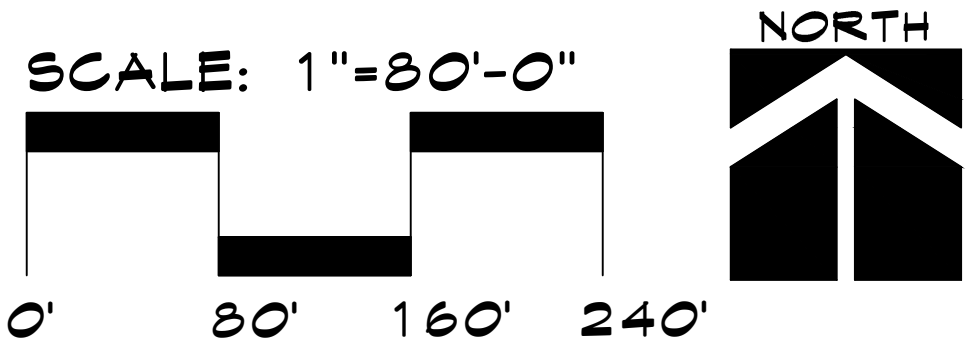
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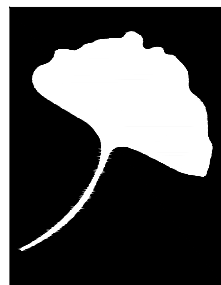
6 OF 15



WALL PLAN LEGEND	
	6' HT. THEME WALL (≈2,950 LN.FT.) - SEE DETAIL 'A' ON SHEET L4.1
	6' HT. PARTIAL VIEW FENCE (≈ 820 LN.FT.) - SEE DETAIL 'D' ON SHEET L4.1
	6' HT. BUILDER WALL (≈ 401 LN.FT.) - 4" BUILDER/DOOLEY WALL - STANDARD GRAY
	PROJECT THEME COLUMNS - (31) TOTAL - SEE DETAIL 'B' ON SHEET L4.1

NOTE: QUANTITIES ABOVE ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR TO USE THE FINAL FLAT (SITE PLAN) TO DETERMINE THE QUANTITY OF MATERIALS NECESSARY TO COMPLETE THE WORK.





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WALL PLAN

AUSTIN RANCH EAST - PHASE 1B

W OF WILLIAMS ROAD AND 177TH AVE. INTERSECTION
SURPRISE, ARIZONA

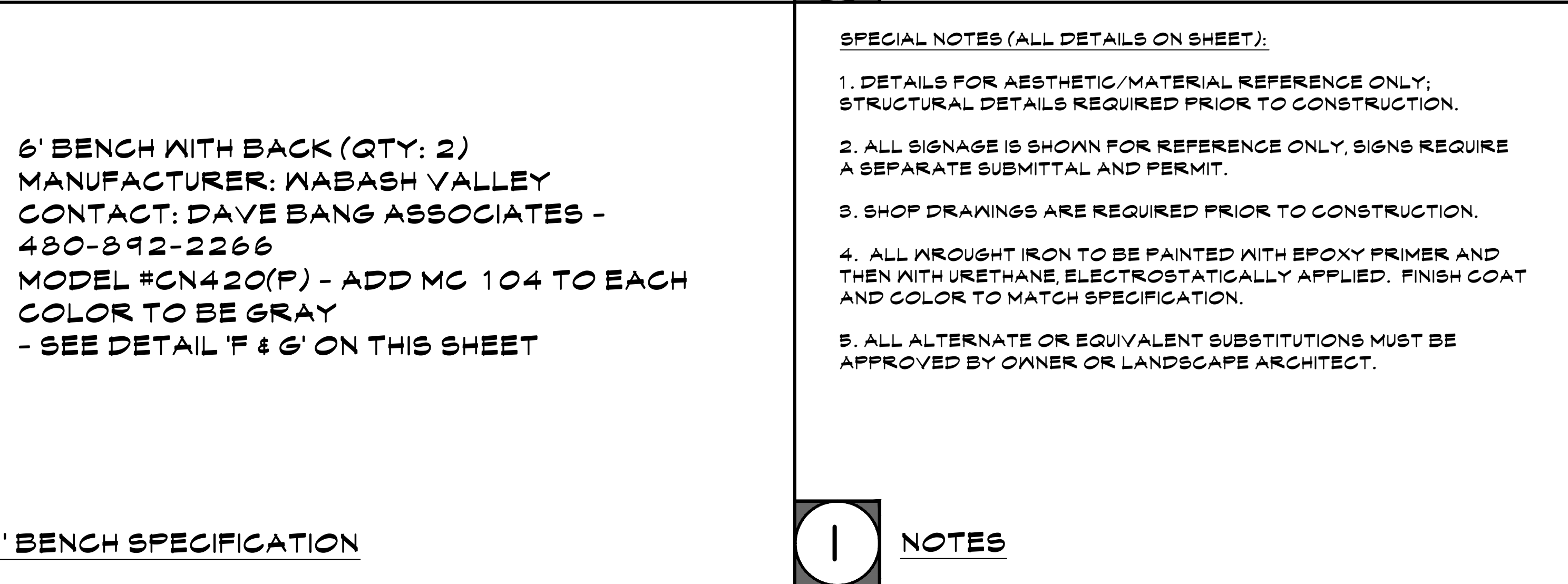
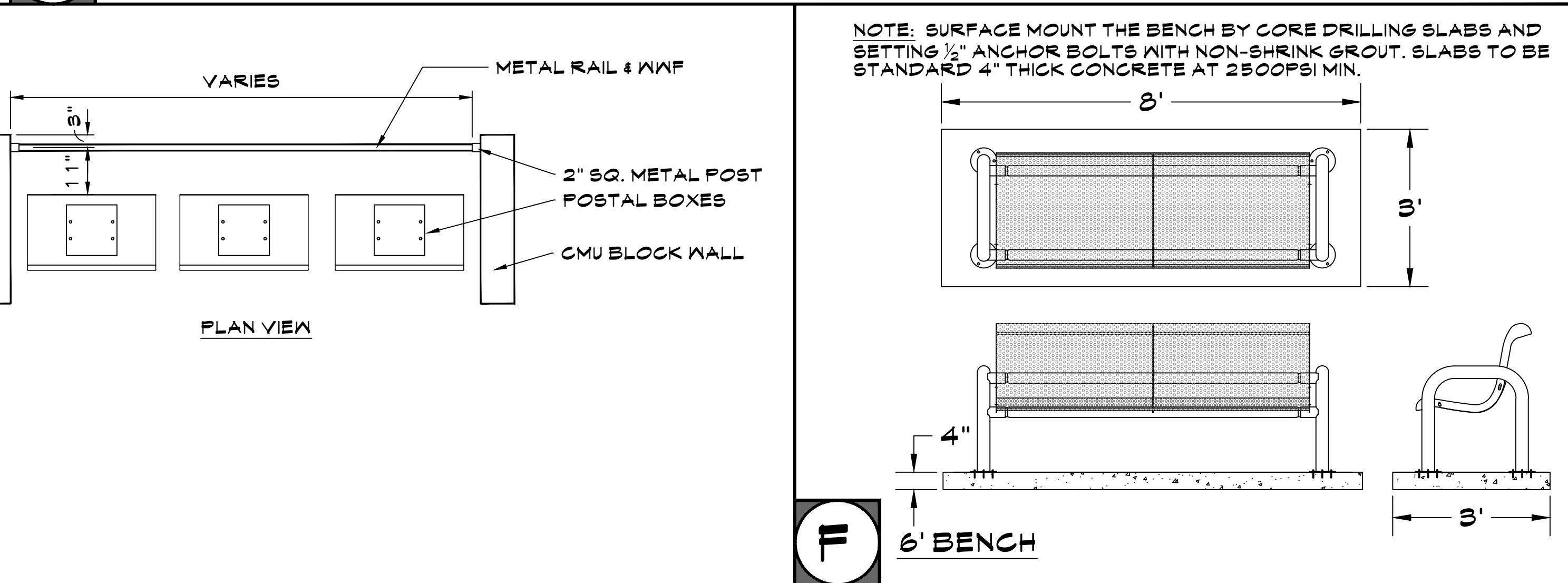
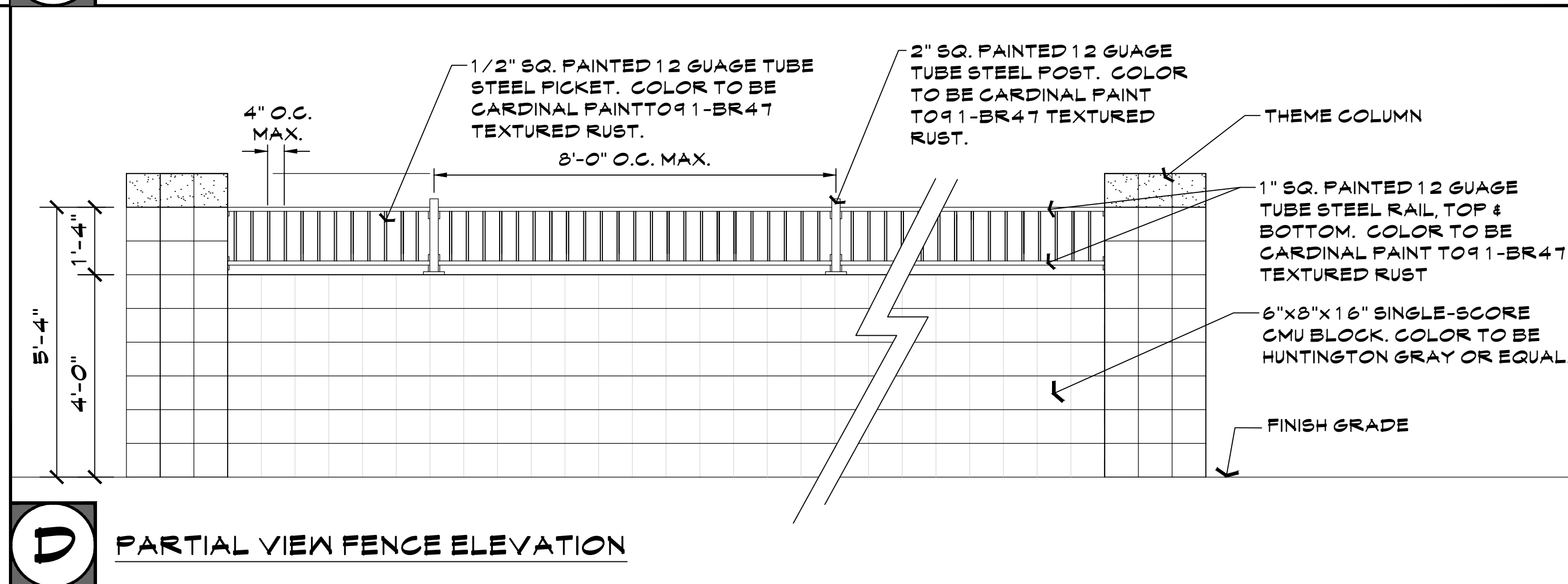
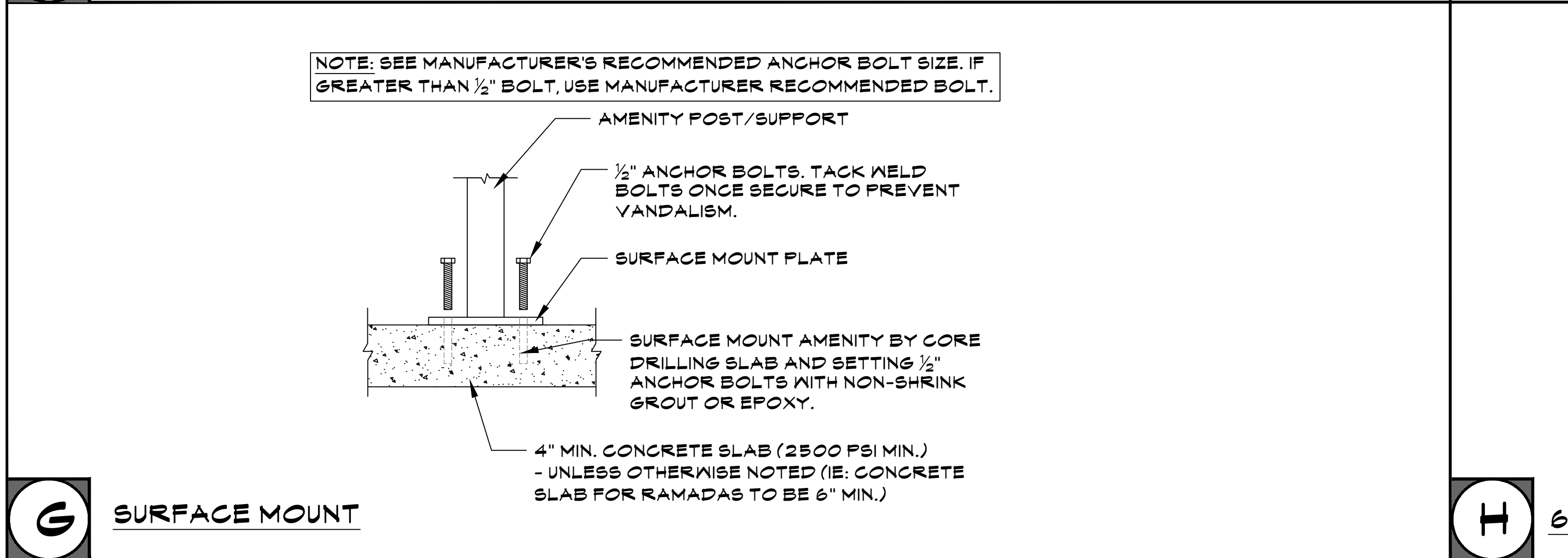
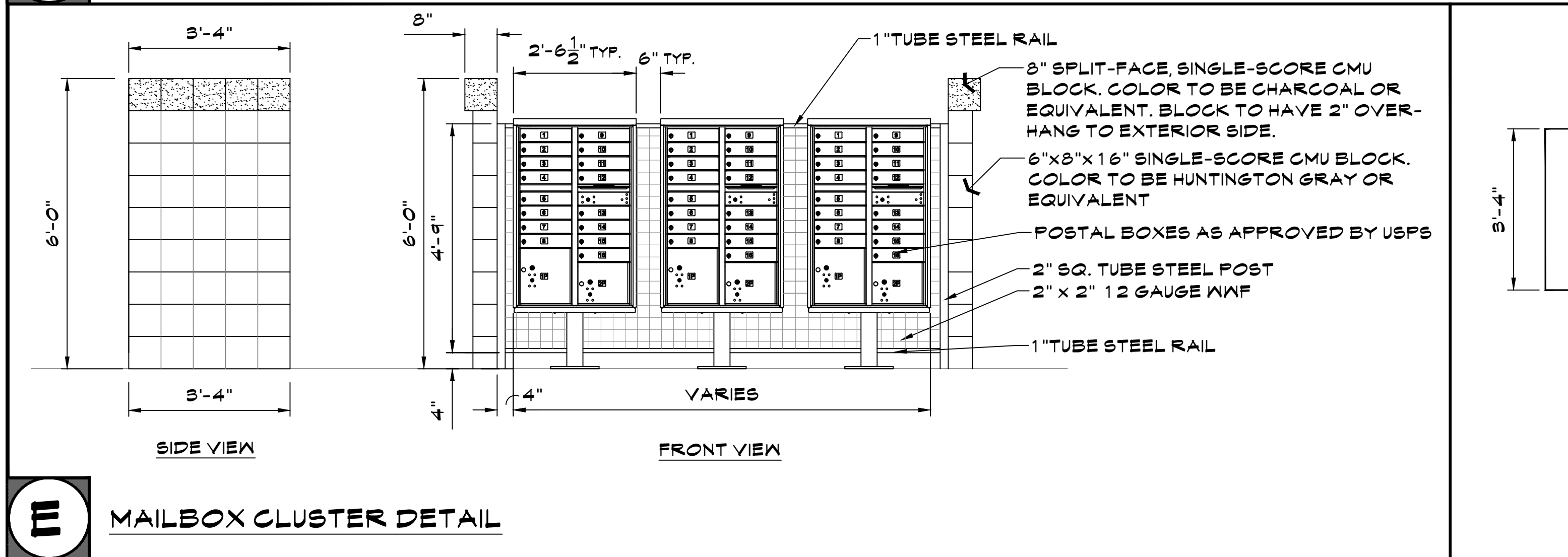
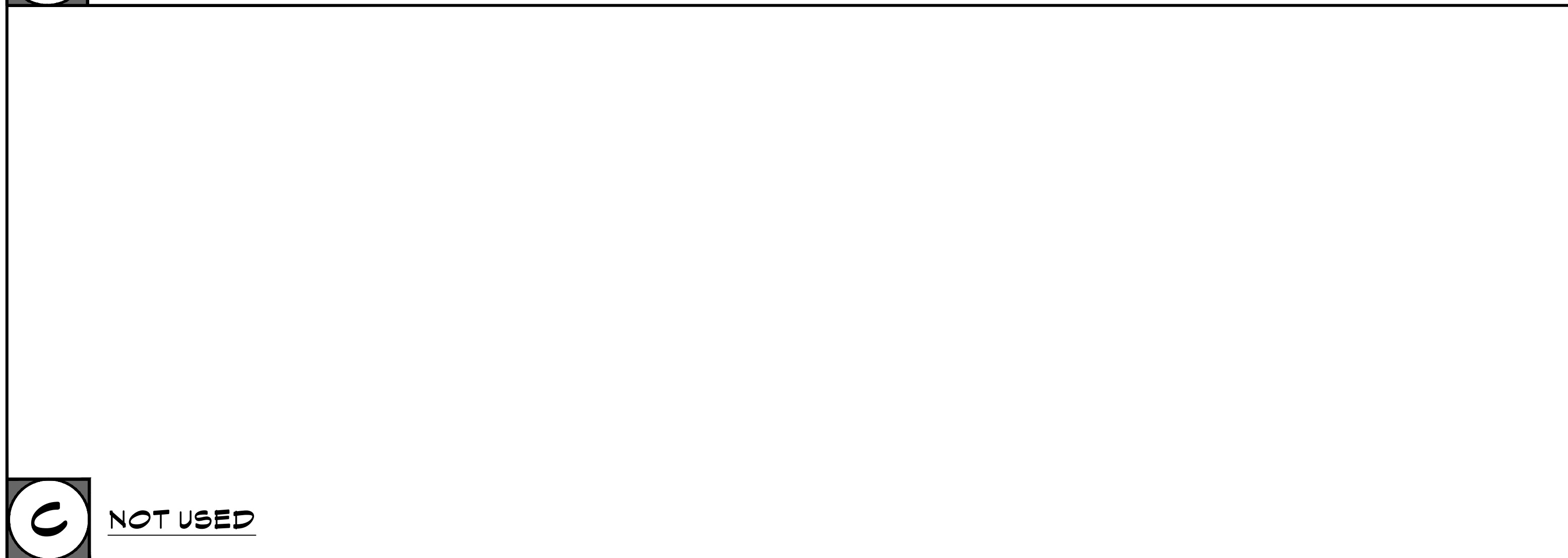
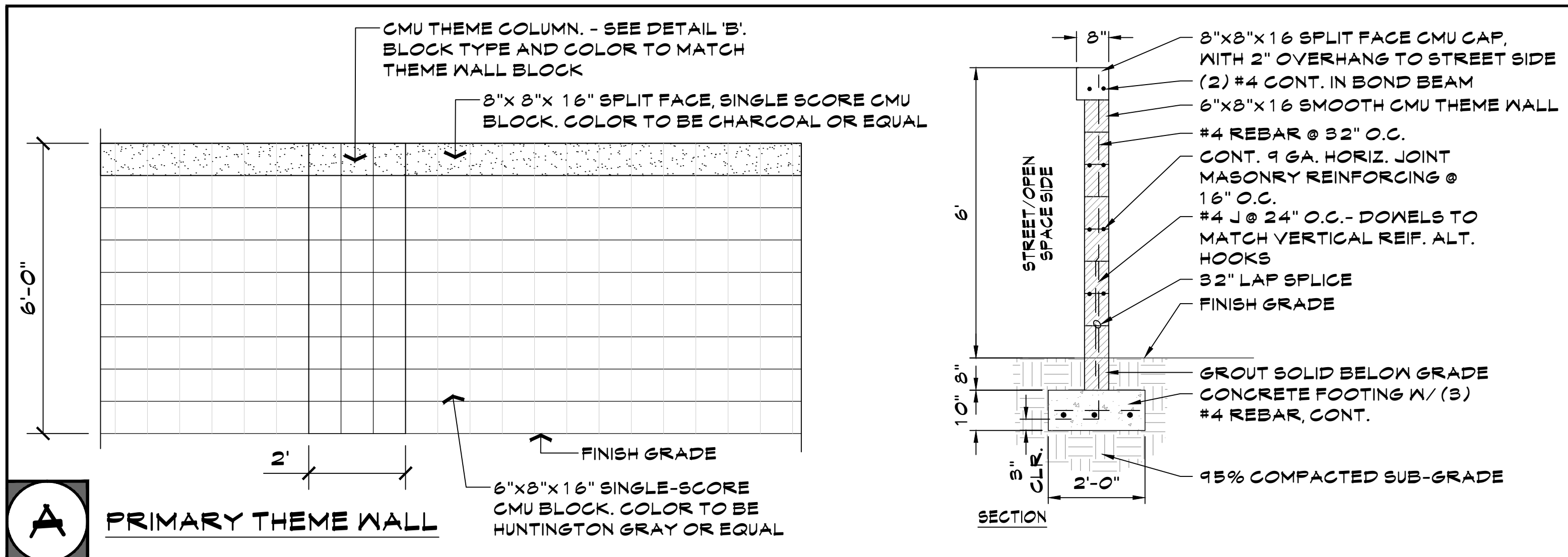
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HARDSCAPE DETAILS

AUSTIN RANCH EAST - PHASE 1B

W OF WILLIAMS ROAD AND 177TH AVE. INTERSECTION
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REVISIONS:

SHEET NO. L4.1

13 OF 15

**AUSTIN RANCH EAST PHASE 1B
PARCELS 12A & 12C
ALTERNATIVE ASSURANCE AGREEMENT**

This Austin Ranch East Phase 1B - Parcels 12A & 12C Alternative Assurance Agreement ("Agreement") is dated as of this ___ day of _____, 2018 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation ("Subdivider"). The City and Subdivider may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one hundred percent (100%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 16.12.040E, in effect in 2004, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the "[Subdivider]", the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the "[Subdivider]" to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (A) (9) of this section. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Subdivider, as an alternative to posting financial assurances, to construct and install all of the required infrastructure improvements within twenty-four (24) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Subdivider:
Austin Ranch East Phase 1B - Parcels 12A & 12C, Grading and Drainage Plans
Austin Ranch East Phase 1B - Parcels 12A & 12C, Sewer Plans
Austin Ranch East Phase 1B Parcels 12A & 12C, Water Plans
Austin Ranch East Phase 1B Parcels 12A & 12C, Paving Plans
Austin Ranch East Phase 1B Parcels 12A & 12C, Landscape Plans
2. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A) (9), in effect in 2004, Subdivider shall complete satisfactory construction, installation, and dedication of the Improvements within twenty-four (24) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twenty-four (24) months of the Effective Date.
3. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed Improvements.
5. If Subdivider should elect to post financial assurances for any improvement not approved by

the City, as required by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, the Community Development Director shall promptly record the final plat as permitted by Surprise Municipal Code, Section 16.12.040(E), in effect in 2004, and the sale of lots may proceed according to the approved and recorded plat.

GENERAL TERMS AND CONDITIONS

6. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (Austin Ranch East Phase 1B – Parcels 12A & 12C), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of Austin Ranch East Phase 1B – Parcels 12A & 12C is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon the conveyance of all or a portion of Austin Ranch East Phase 1B – Parcels 12A & 12C by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Sharon R. Wolcott, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: _____

Alan Hamberlin

Its: Manager

Date: _____

STATE OF ARIZONA)

) ss.

County of Maricopa)

This instrument was acknowledged before me on _____, 2018,
by Alan Hamberlin, Manager of Courtland Homes, Inc., an Arizona corporation, on behalf
of the corporation.

Notary Public

My Commission Expires:



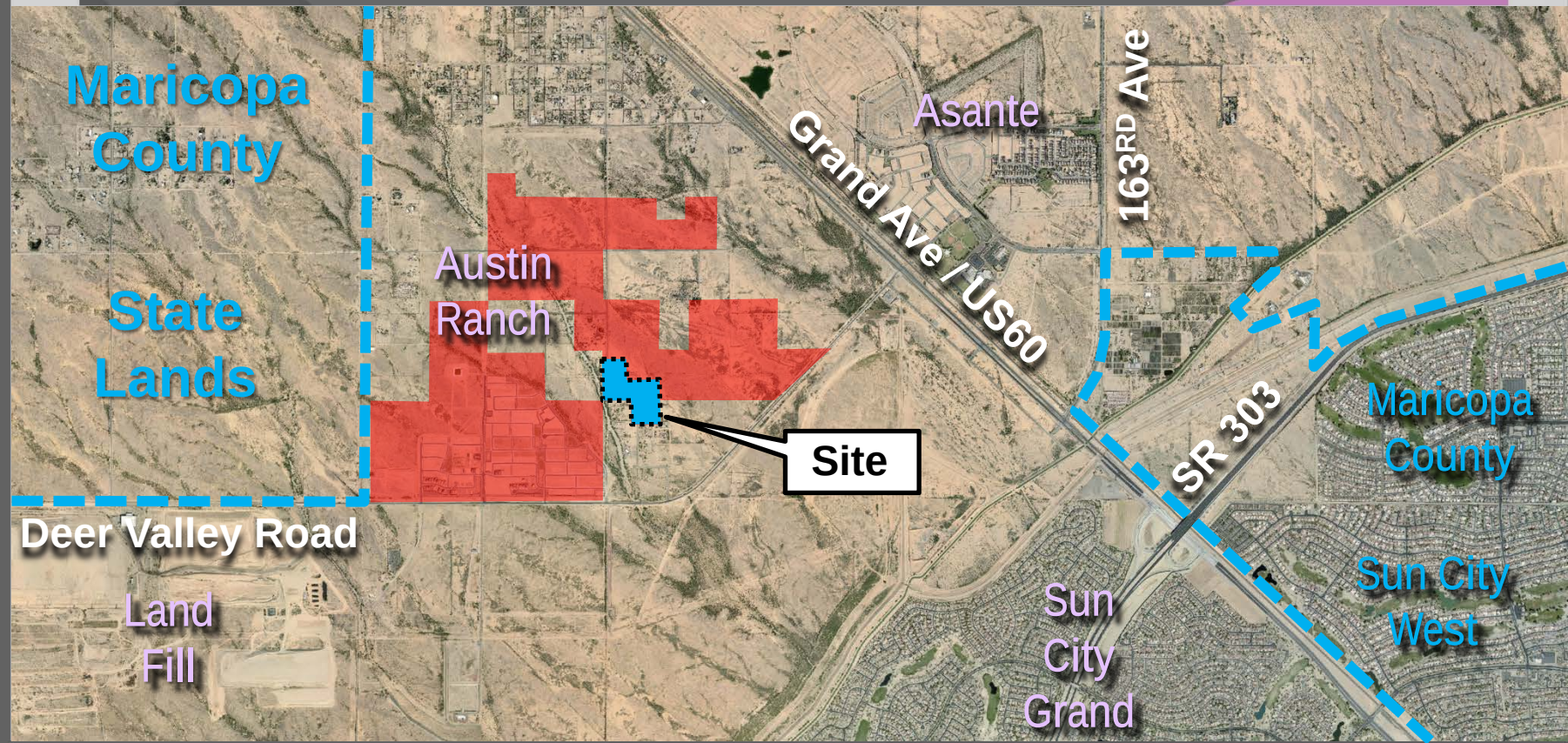
AUSTIN RANCH EAST

Parcels 12A and 12C

FS18-283 - Final Plat - City Council – October 16, 2018

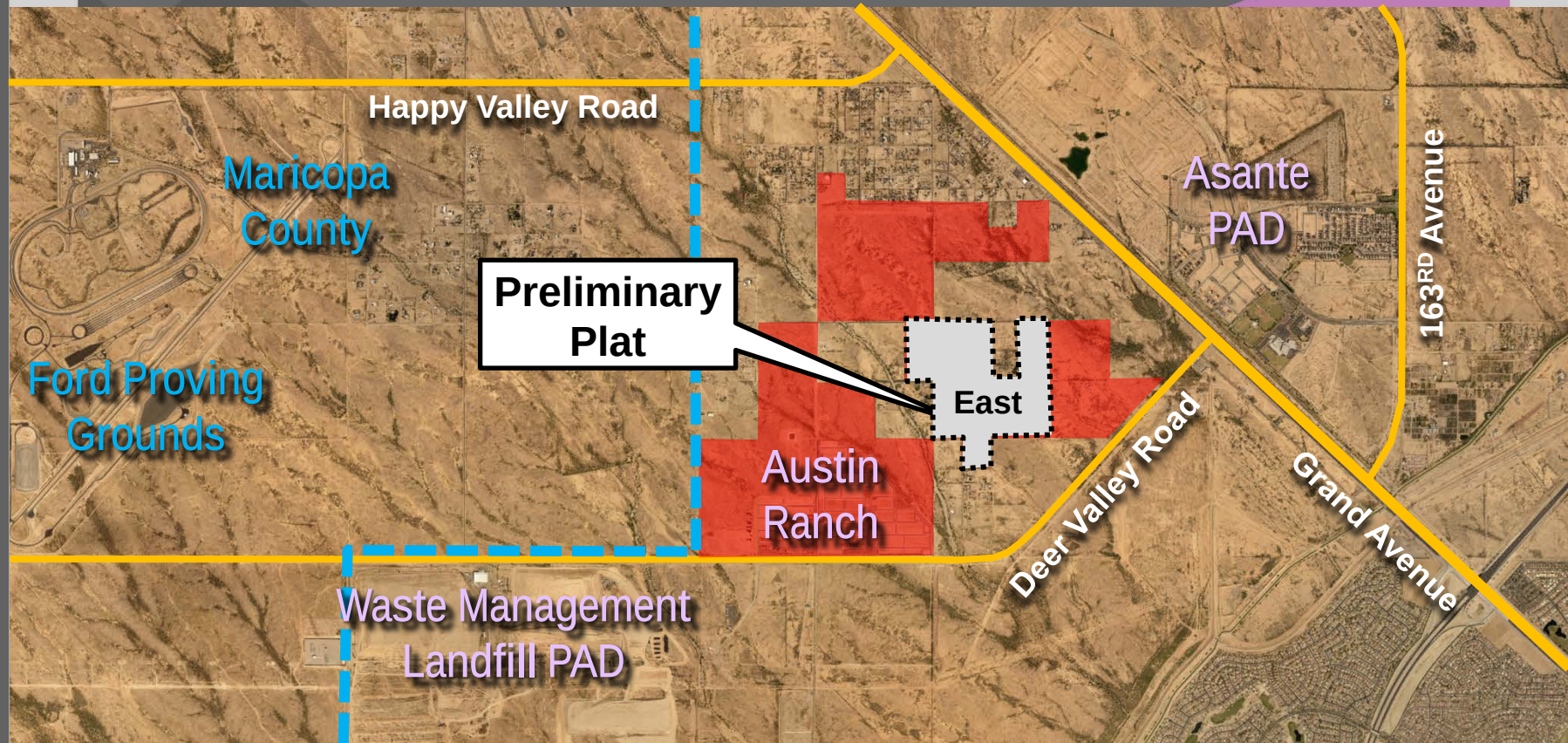
VICINITY MAP

Austin Ranch East
Parcels 12A and 12C



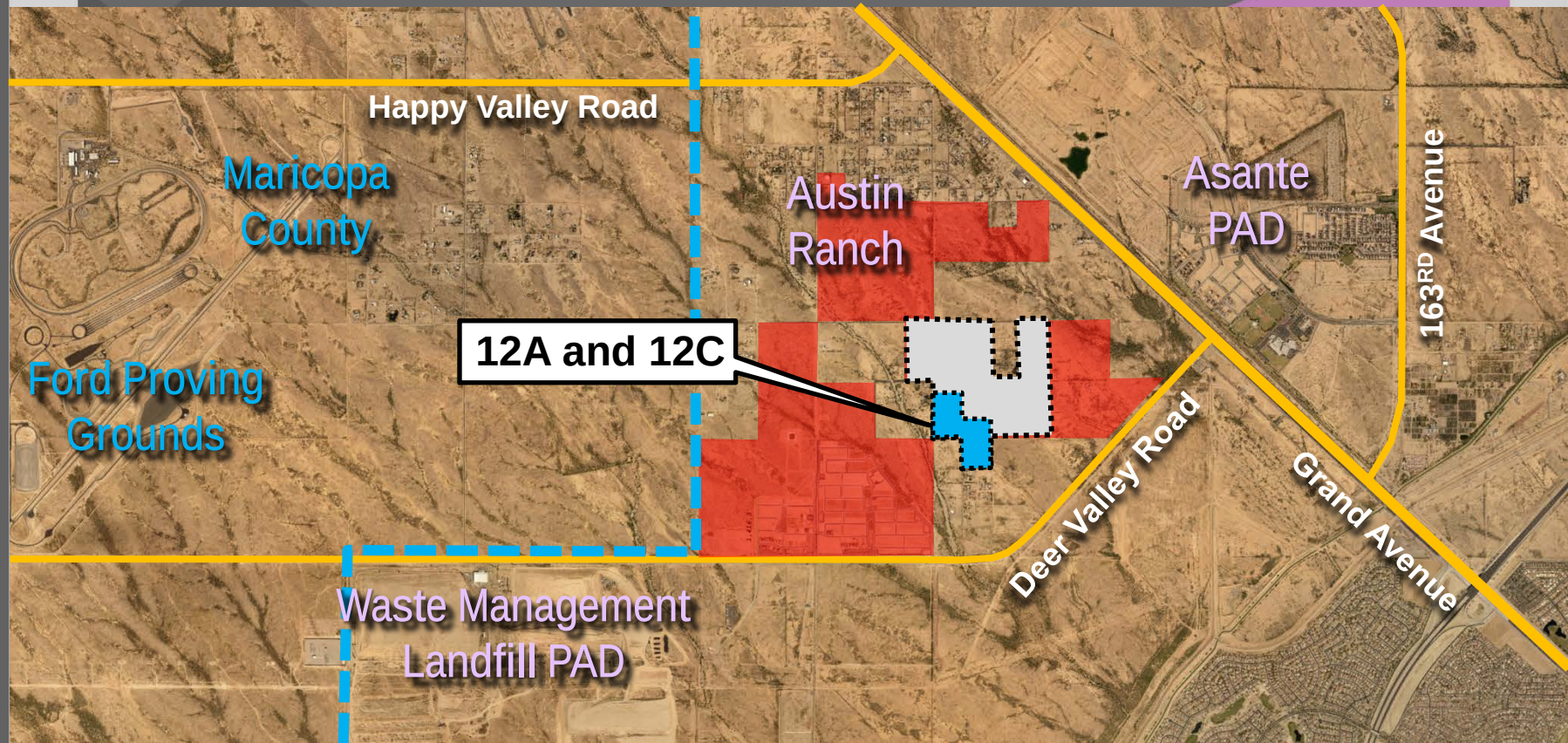
VICINITY MAP

Austin Ranch East
Parcels 12A and 12C



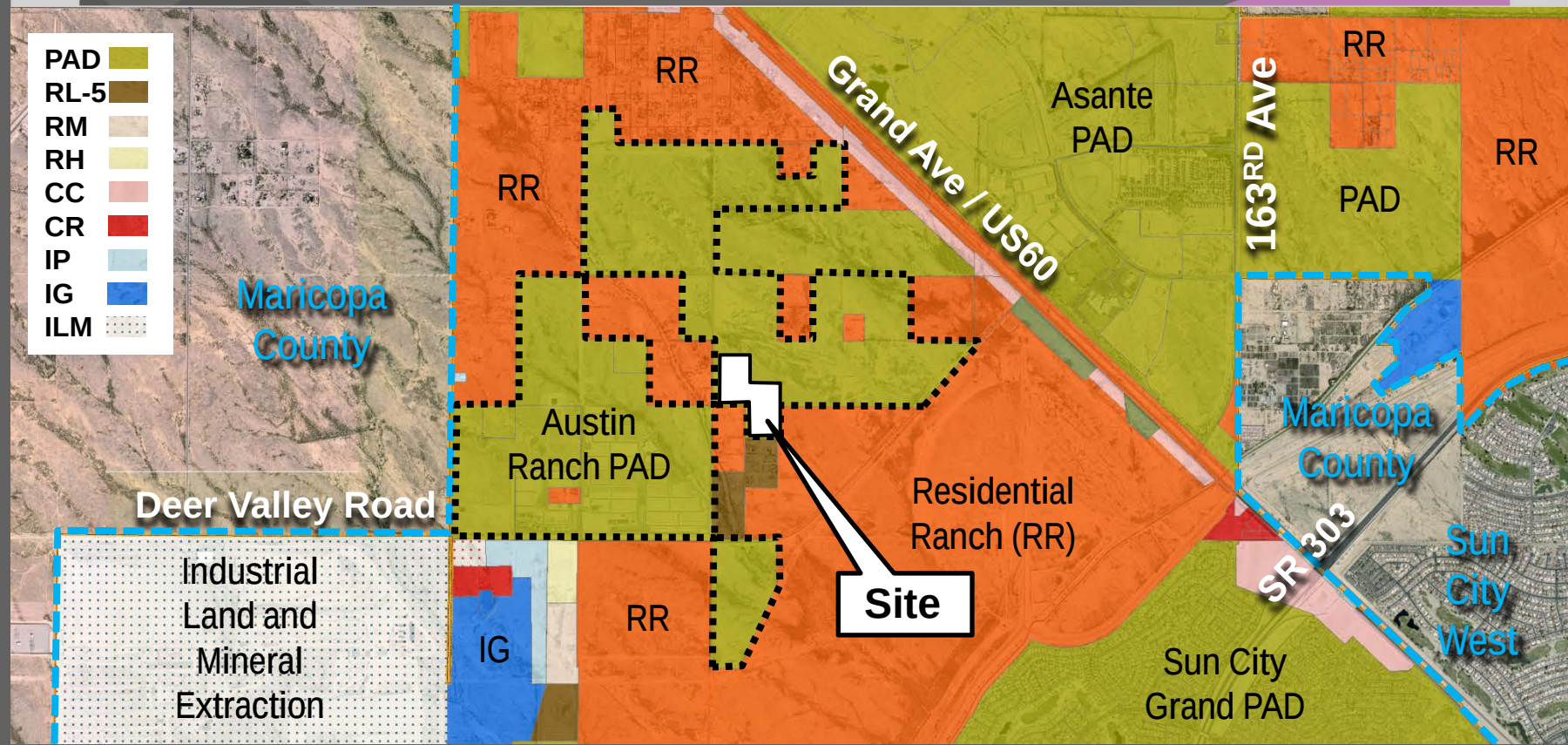
VICINITY MAP

Austin Ranch East
Parcels 12A and 12C



ZONING MAP

Austin Ranch East
Parcels 12A and 12C



FINAL PLAT

LEGAL DESCRIPTION

AUSTIN RANCH

PARCELS 12A & 12C

LOCATED WITHIN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, S&A AND EAST RIVER WATERSHED, MARICOPA COUNTY, ARIZONA (DETERMINED AS FOLLOWS):

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING MONUMENTED BY A 3" BRASS CAP MARKED "N.C. 12.35622", FROM WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEING MONUMENTED BY A 3" ALUMINUM CAP MARKED "N.C. 12.35622", BEARS SOUTH 00°00'00" W. A DISTANCE OF 2642.00 FEET.

THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1053.44 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING FROM SAID WEST LINE BEARING S 89°54'34" E A DISTANCE OF 50.00 FEET.

THENCE S 00°00'00" E A DISTANCE OF 122.49 FEET.

THENCE S 89°54'34" E A DISTANCE OF 633.25 FEET.

THENCE S 00°00'00" W A DISTANCE OF 135.89 FEET.

THENCE N 89°54'34" W A DISTANCE OF 26.16 FEET.

THENCE S 84°54'34" E A DISTANCE OF 55.00 FEET.

THENCE S 00°00'00" W A DISTANCE OF 211.00 FEET.

THENCE S 45°00'00" W A DISTANCE OF 28.28 FEET.

THENCE S 00°00'00" W A DISTANCE OF 66.00 FEET.

THENCE S 00°00'00" W A DISTANCE OF 170.00 FEET.

THENCE S 89°54'34" E A DISTANCE OF 507.32 FEET.

THENCE S 00°00'00" W A DISTANCE OF 95.00 FEET.

THENCE S 00°00'00" W A DISTANCE OF 26.28 FEET.

THENCE S 45°00'00" W A DISTANCE OF 55.00 FEET.

THENCE S 00°00'00" W A DISTANCE OF 91.34 FEET.

THENCE S 89°54'34" E A DISTANCE OF 26.28 FEET.

THENCE S 00°00'00" W A DISTANCE OF 85.00 FEET.

THENCE S 00°00'00" W A DISTANCE OF 85.00 FEET.

THENCE S 89°54'34" E A DISTANCE OF 656.14 FEET.

THENCE S 00°00'00" W A DISTANCE OF 657.07 FEET TO A POINT ON THE EAST WEST

SECTION LINE OF SAID SECTION 14.

THENCE ALONG SAID EAST WEST SECTION LINE S 00°00'00" W A DISTANCE OF 656.50 FEET

TO 1/4-80 BRASS CAP AT THE WEST QUARTER CORNER OF SECTION 14.

THENCE ALONG SAID WEST LINE OF THE NORTHWEST QUARTER S 00°00'00" E A DISTANCE OF 627.22 FEET TO THE POINT OF BEGINNING.

100 YEAR ASSUMED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR

ASSUMED SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES:

202-2208880000, JUNE 18, 2018

CERTIFICATE NUMBER DATE

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LINE

AND FLOOD BASIN AND MAY BE SUBJECT TO DISBURSMENT BY KEY ADJACENT

ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE

WITH THE SOUND ATTENTION STANDARDS ADOPTED BY THE CITY OF

AND A WAY EXISTING WITHIN THE VICINITY OF THE ADJACENT

CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED TO ALL SHOWN

VEHICLES. ADDITIONAL REVISIONS MAY BE OBTAINED BY CONTACTING THE

CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

GENERAL NOTES

1. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS

BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.

ON-SITE GRADING OR EXCAVATION SHALL NOT OCCUR WITHOUT FIRST

OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "V"

AND ZONE "AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON

FLOOD INSURANCE MAP NO.040302010L, AND MAP NO.040302010L, WITH

A STATE OF DISTRIBUTION OF SURVIVORS, FOR COMMUNITY NO.040302010L

IN MARICOPA COUNTY, STATE OF ARIZONA. WHEN IN THE CURRENT FLOOD

INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS

SITUATED.

4. IN ACCORDANCE WITH ARS § 8-440-01, THE CITY OF SURPRISE HAS

DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN

CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

5. PURSUANT TO ARS § 42-1102, THE CITY OF SURPRISE, A POLITICAL

SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES

AND ASSESSMENTS BASED ON ADJESSED VALUE EXCEPT FOR SPECIAL

DETERMINED 14700 AND 14700 UNDER APPLICABLE.

6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE AUSTIN

RANCH EAST PRELIMINARY PLAT APPROVED FEBRUARY 6, 2018, UNDER

CASE 1874-207.

7. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES

LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE

RESPONSIBILITY OF THE AUSTIN RANCH COMMUNITY ASSOCIATION, AN

ARIZONA NON-PROFIT CORPORATION.

8. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC

RIGHTS-OF-WAY, INCLUDING LANDSCAPED HERAINS WITHIN COLLECTIONS

AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND

THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE

ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY

THE ADJACENT PROPERTY.

9. DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE PAO

PA030-278 AND # PA030-034, OR AS SUBSEQUENTLY AMENDED.

NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED ON ANY

VEGETATION HE PLANTED NOR BE ALLOWED TO GROW WITHIN THE

DRAINAGE EXISTENCE WHICH WOULD IMPERE THE FLOW OF WATER OVER,

UNDER, OR THROUGH THE EXISTENCE.

10. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR

PLACED WITHIN THE SEWER AND WATER EXISTENCE EXCEPT WIRE, WIRE,

OR RECREABLE ACTIVITY THE EXISTENCE AND/OR PARKING, NOR ANY

PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE

CITY OF SURPRISE (CITY) SHALL NOT BE REQUIRED TO MAINTAIN ANY

STRUCTURES, SLOPES AND GROUNDS COVER THAT MUST BE REMOVED

DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR

RECONSTRUCTION OF CITY UTILITIES.

12. CONSTRUCTION WITHIN UTILITY EXISTENCES SHALL BE LIMITED TO

UTILITIES, BLOCK, WOOD, WIRE, OR RECREABLE ACTIVITY. THIS PERSON, IT

SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE (CITY)

SHALL NOT BE REQUIRED TO REPLACE ANY STRUCTURES, SLOPES AND

GROUNDS COVER THAT MUST BE REMOVED DURING THE COURSE OF

MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.

13. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET

RIGHT-OF-WAY MAY BE REQUIRED AT A MINIMUM 30' BY 30' AND/OR

8' BY 8' IN HEIGHT WITHIN 30' X 30' TRIANGLE MEASURED ALONG THE

RIGHT-OF-WAY LINES. REFER TO CITY OF SURPRISE STANDARD DETAILS

4-201 AND 4-202.

15. EACH LOT OF THIS SUBDIVISION IS PROVIDED ONE SHELTER LOT PER

LOT.

AUSTIN RANCH EAST OPEN SPACE COMPARISON TABLE

PARCELS	CASE	OPEN SPACE
9,10,11	F518-263	6.98
12A,12C	F518-263	2.61
12B,13,14	F518-272	11.17
	TOTAL	20.76
	PRELIMINARY PLAT	18.44
	ACRES DIFFERENCE	2.32

AUSTIN RANCH EAST PRELIMINARY PLAT CONFORMANCE

PARCEL	CASE	LOT	MIN	MAX	TOTAL	DIFFERENCE
9	F518-263	84	0	0	84	0
10	F518-263	0	0	106	106	0
11	F518-263	0	0	99	99	0
12A	F518-263	41	0	0	41	0
12B	F518-272	94	0	0	94	96
12C	F518-263	93	0	0	93	95
13	F518-272	0	94	6	100	92
14	F518-272	84	0	0	84	85
TOTALS		457	193	172	106	707

TRACT TABLE

TRACT	DESCRIPTION	ACRES
9A	OPEN SPACE, RETENTION P.U.E.	0.6987
10A	OPEN SPACE	0.0001
11	OPEN SPACE, RETENTION P.U.E.	1.2625
12	OPEN SPACE, RETENTION P.U.E., S.V.E.	0.7729
13	OPEN SPACE, P.U.E., S.V.E.	0.1397
14	OPEN SPACE, P.U.E., S.V.E.	0.0320
TOTAL		2.8059

AREA SUMMARY TABLE

12A LOTS	608,000.70	18.6560
6 TRACTS	13,949.14	2.6554
RIGHT-OF-WAY	257,035.23	6.1964
TOTAL		29,280.00



AUSTIN RANCH EAST
PHASE 1B - PARCELS 12A & 12C
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT



DLT 2 6

FINAL PLAT

AUSTIN RANCH EAST PHASE 1B - PARCEL 12A SURPRISE, ARIZONA

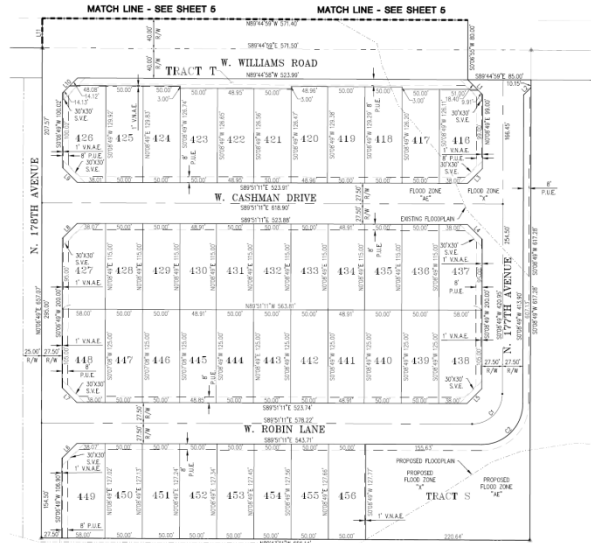
LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
400	1506.79	0.0347
401	6307.00	0.1446
402	6462.18	0.1484
403	6468.69	0.1485
404	6326.86	0.1452
405	6326.00	0.1452
406	6097.18	0.1425
407	6326.22	0.1452
408	6326.22	0.1452
409	6468.12	0.1484
410	6463.52	0.1483
411	6307.17	0.1446
412	6475.86	0.1486
413	6750.00	0.1552
414	6750.00	0.1552
415	6642.52	0.1520
416	6750.00	0.1552
417	6750.00	0.1552
418	6750.00	0.1552
419	6750.00	0.1552
420	6750.00	0.1552

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
421	6750.00	0.1552
422	6750.00	0.1552
423	6750.00	0.1552
424	6750.00	0.1552
425	6750.00	0.1552
426	6750.00	0.1552
427	6750.00	0.1552
428	6750.00	0.1552
429	6750.00	0.1552
430	6750.00	0.1552
431	6750.00	0.1552
432	6750.00	0.1552
433	6750.00	0.1552
434	6750.00	0.1552
435	6750.00	0.1552
436	6750.00	0.1552
437	6750.00	0.1552
438	6750.00	0.1552
439	6750.00	0.1552
440	6750.00	0.1552
441	6750.00	0.1552
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444	6750.00	0.1552
445	6750.00	0.1552
446	6750.00	0.1552
447	6750.00	0.1552
448	6750.00	0.1552
449	6750.00	0.1552
450	6750.00	0.1552
451	6750.00	0.1552
452	6750.00	0.1552
453	6750.00	0.1552
454	6750.00	0.1552
455	6750.00	0.1552
456	6750.00	0.1552

RIGHT OF WAY AREA TABLE		
R/W	AREA(SF)	AREA(AC)
R/W	1506.79	0.0347
R/W	1506.79	0.0347

TRACT AREA TABLE		
TRACT	AREA(SF)	AREA(AC)
TRACT S	1506.79	0.0347
TRACT T	1506.79	0.0347

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 12A	1506.79	0.0347



LINE TABLE	
#	LENGTH BEARING
1	28.50' S45°17'10"E
2	14.12' S45°17'10"E
3	28.50' N45°17'10"E
4	28.50' S45°17'10"E
5	28.50' N45°17'10"E
6	28.50' N45°17'10"E
7	28.50' N45°17'10"E
8	28.50' S45°17'10"E
9	28.50' N45°17'10"E
10	28.50' S45°17'10"E
11	41.00' N45°17'10"E

CURVE TABLE			
#	LENGTH	RADIUS	TANGENT DELTA
1	28.50'	41.00'	45.92' 90°00'00"
2	14.12'	20.50'	22.96' 90°00'00"

- LEGEND**
- PROPERTY BOUNDARY
 - RIGHT OF WAY LINE
 - SEWER LINE
 - EASEMENT
 - LOT LINE
 - FEED FLOODPLAIN
 - LOT CORNER
 - PROPERTY CORNER
 - 1/2" BEARING W/ 1/4" "115.33674"
 - MONUMENT
 - FOUND ALUMINUM CAP FLUM
 - FOUND BRASS CAP FLUM
 - FOUND BRASS CAP IN HAND HOLE
 - CALCULATED POSITION
 - SEWER LINE
 - LOT OF SURVEY
 - UTL
 - BOUNDARY BEYOND LINE
 - POINT OF BEGINNING
 - PROPOSED
 - PROPOSED UTILITY EXISTENT
 - RIGHT OF WAY
 - SEMI UTILITY EXISTENT



EASEMENTS																					
LINE	DESCRIPTION																				
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**AUSTIN RANCH EAST
PHASE 1B - PARCELS 12A & 12C
SURPRISE, MARICOPA COUNTY, ARIZONA**

FINAL PLAT



FINAL PLAT

**AUSTIN RANCH EAST
PHASE 1B - PARCEL 12C**
SURPRISE, ARIZONA

LOT #	AREA(SF)	AREA(AC)
385	5020.00	0.1267
386	5020.00	0.1267
387	5020.00	0.1267
388	5020.00	0.1267
389	5020.00	0.1267
390	5020.00	0.1267
391	5020.00	0.1267
392	5020.00	0.1267
393	8240.00	0.1433
394	8113.49	0.1463
395	5365.53	0.1271
396	5031.11	0.1270
397	5680.79	0.1304
398	5687.48	0.1306
399	5814.17	0.1336
400	5536.86	0.1276
401	5965.55	0.1377
402	5705.24	0.1319
403	5270.45	0.1253
404	5272.62	0.1335
405	5734.20	0.1336
406	5906.99	0.1386
407	5768.08	0.1324
408	5777.77	0.1320
409	5772.46	0.1327
410	5642.13	0.1290
411	5648.83	0.1297
412	5652.02	0.1298
413	5808.21	0.1333
414	5801.90	0.1334
415	5693.80	0.1306

RIGHT OF WAY AREA TABLE			
R/W	AREA(SF)	AREA(AC)	USE
ROW	204370.19	4.6848	PUBLIC INGRESS & EGRESS

PARCEL AREA TABLE		
PARCEL	AREA(SF)	AREA(AC)
PARCEL 12C	828053.66	19.0095

TRACT AREA TABLE			
TRACT	AREA(SF)	AREA(AC)	USE
TRACT RA	17828.79	0.4093	OPEN SPACE, RETENTION P.U.E
TRACT WA	6.12	0.0001	OPEN SPACE
TRACT R	54906.88	1.2600	OPEN SPACE, RETENTION P.U.E
TRACT TA	1000.00	0.0230	OPEN SPACE, P.U.E, S.V.E.

LEGEND

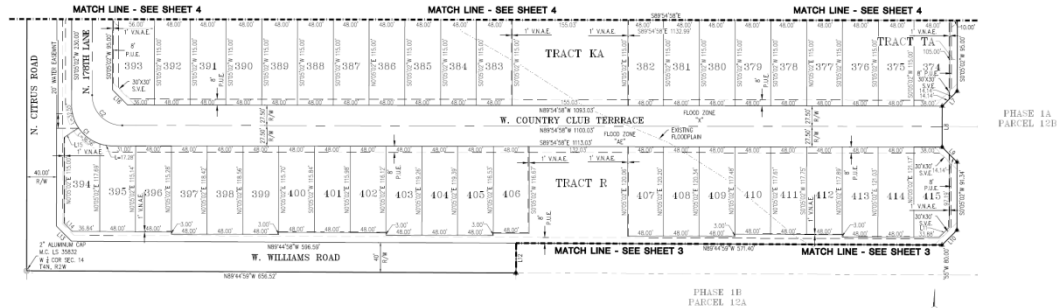
- | | |
|--------|------------------------------|
| ===== | PROPERTY BOUNDARY |
| ----- | RIGHT OF WAY LINE |
| ----- | CENTER LINE |
| ----- | EASEMENT |
| ----- | LOT LINE |
| ----- | FEMA FLOODPLAIN |
| └ | LOT CORNER |
| ▲ | PROPERTY CORNER=SET |
| 1/2" | REBAR W/CAP "ALS 353 |
| * | MONUMENT |
| ⊙ | ROUND ALUMINUM CAP FLUSH |
| ⊙ | ROUND BRASS CAP FLUSH |
| ⊙ | ROUND BRASS CAP IN HAND HOOD |
| ⊙ | CALCULATED POSITION |
| CL | CENTER LINE |
| C.O.S. | CITY OF SURPRISE |
| BSL | BUILDING SETBACK LINE |
| FOR | POINT OF BEGINNING |
| (P) | PROPOSED |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT OF WAY |
| SHE | RIGHT RECURRY EASEMENT |



VERSIONS:		REVISIONS:	
#	DATE	DESCRIPTION	BY
1	06/27/98	1.01 FINAL PLAT SUBMITTAL	
2	06/27/98	1.02 FINAL PLAT SUBMITTAL	
3	06/27/98	1.03 FINAL PLAT SUBMITTAL	
4	06/27/98	1.04 FINAL PLAT SUBMITTAL	

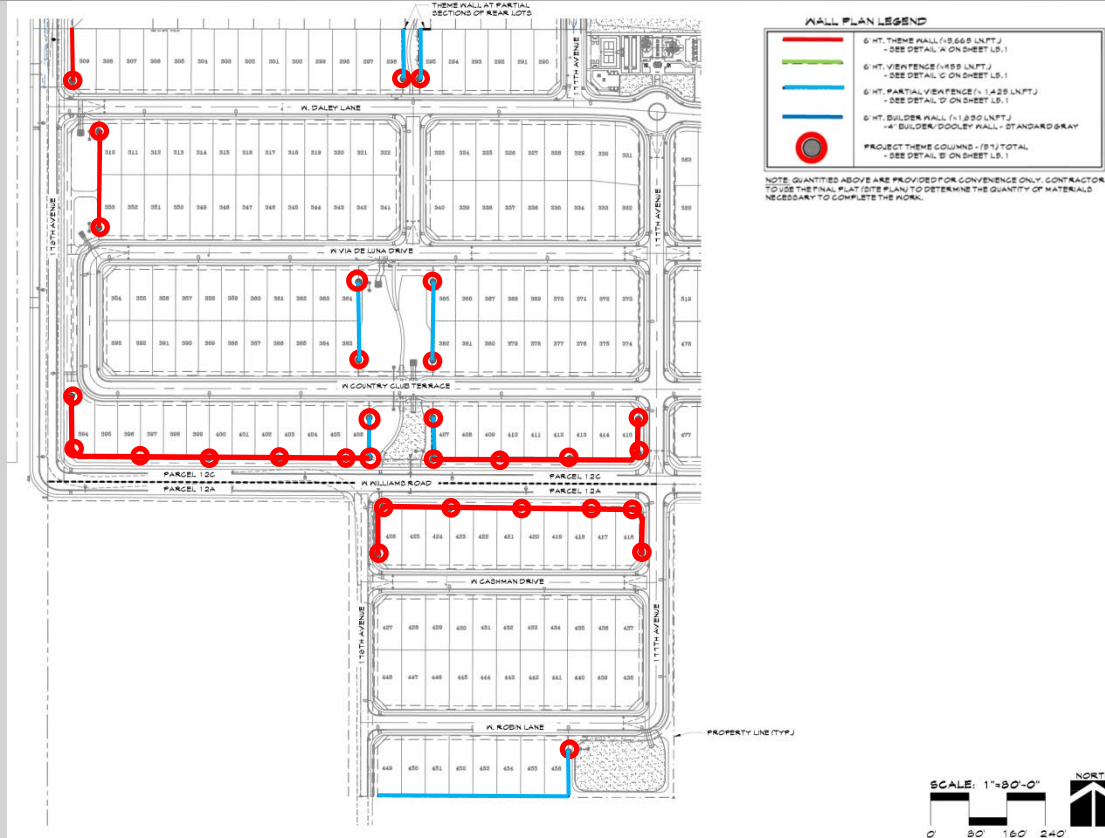
AUSTIN RANCH EAST
PHASE 1B - PARCELS 12A & 12C
SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PI AT

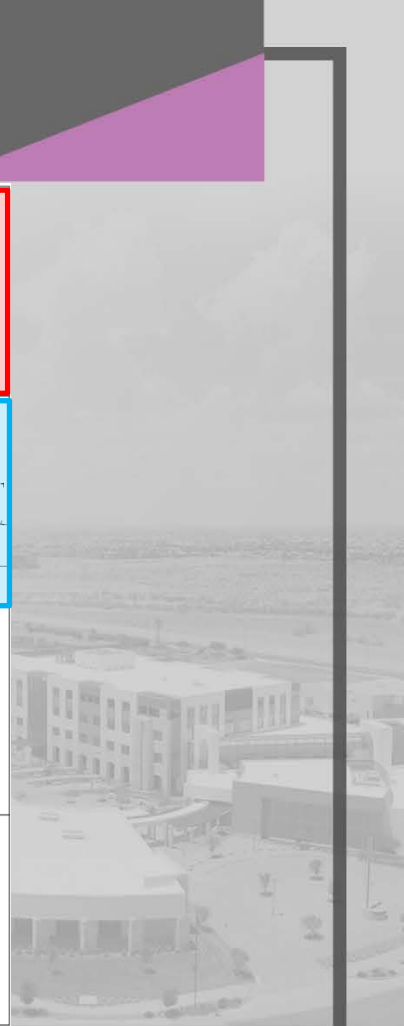


DESIGN	BY
DRAWN BY	BY
QA/QC	CHK
ASSEMBLY	DATE
UNIT PRICE	171.000
SHEET	FP 5 OF 5

WALL PLAN



WALL DETAILS





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	☒	Regular	☐	Public Hearing	☐	Report/Discussion	☐
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Agenda Wording:

Consideration and action pertaining to approval of the Re-plat entitled, “Final Plat for Austin Ranch East - Phase 2 (Parcels 9, 10 & 11)” dated September 19, 2018, and generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Motion:

I move to approve the Re-plat entitled, “Final Plat for Austin Ranch East - Phase 2 (Parcels 9, 10 & 11)” dated September 19, 2018.

Background:

Austin Ranch, LLC, seeks approval of a 289-lot, 12-tract Final Plat located within the Austin Ranch PAD. The approximate 69.87 acre site is generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Objective Analysis:

The subject Final Plat meets the requirements of the Austin Ranch PAD, the Austin Ranch East Preliminary Plat, and other requirements as set forth in the Surprise Unified Development Code (“SUDC”). All city reviewing departments and outside agencies have reviewed the request and offered no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential uses such as that proposed.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat - Staff Report](#)
 - ☐ [01 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat - Vicinity Map](#)
 - ☐ [02 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat](#)
 - ☐ [03 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat - Landscape](#)
 - ☐ [04 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat - Walls](#)
 - ☐ [05 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat - Assurance](#)
 - ☐ [06 - FS18-263 – Austin Ranch East, Parcels 9, 10, and 11 – Final Plat - Presentation](#)
-

Case: **FS18-263**

Project Name: Austin Ranch East, Parcels 9, 10, and 11 Final Plat

Council District: 1 - Acacia

Meeting Date: **October 16, 2018**

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

Owner: Austin Ranch, LLC

Applicant: Austin Ranch, LLC

Request: A Final Plat to create a 289-lot, 12-tract single-family residential subdivision

Site Location: Approximately 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road

Site Size: Approximately 69.87 acres of the approximate 1,025.4 acre Austin Ranch/ Austin Ranch II Planned Area Developments ("PAD")

Density: Approximately 4.14 du/A

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

Support/Opposition: None received by staff

Findings:

- The proposed Final Plat is consistent with the Austin Ranch PAD as amended.
- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the approved PAD.

Denial of the requested Final Plat will deny the applicant the opportunity to develop the property.

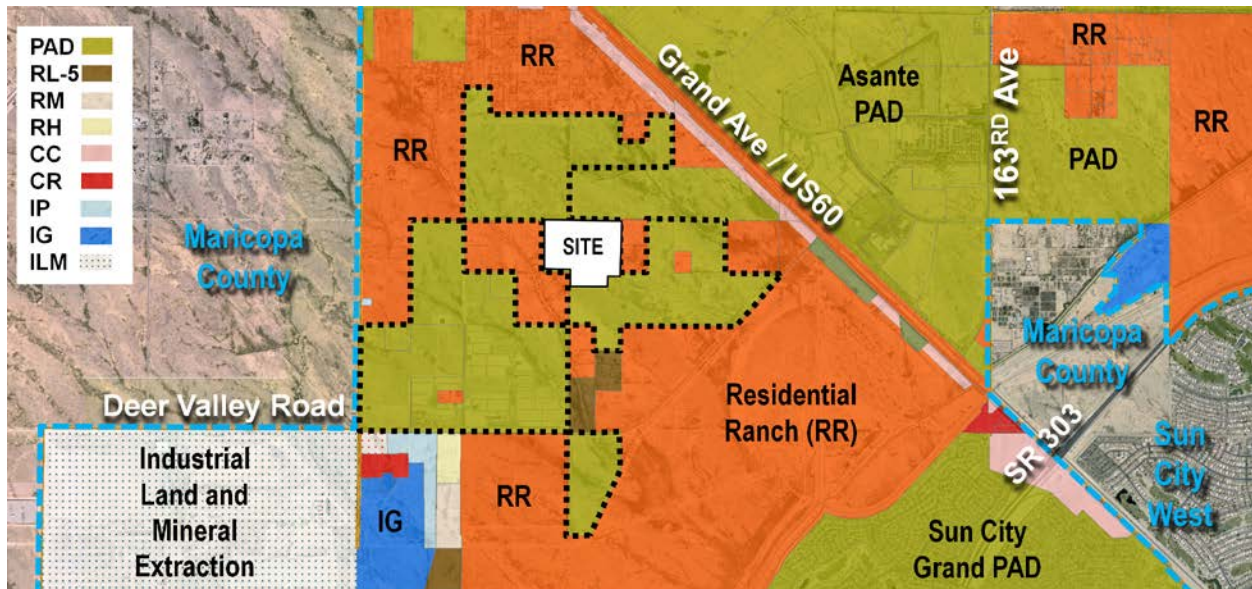
Project Description:

Austin Ranch, LLC, seeks approval of a 289-lot, 12-tract Final Plat located within the Austin Ranch PAD. The approximate 69.87 acre site is generally located 3,000 feet southwest of the intersection of Grand Avenue and Deer Valley Road, within the Austin Ranch PAD.

Existing Zoning:

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

Austin Ranch PAD Vacant	Austin Ranch PAD and Burke Property PAD	Burke Property PAD Vacant
Residential Ranch (RR) Vacant	Austin Ranch East, Parcels 9, 10, and 11	Residential Ranch (RR) Vacant
Residential Ranch (RR) Vacant	Austin Ranch PAD Vacant	Austin Ranch PAD Vacant



Background:

June 8, 1989: The subject lands associated with Austin Ranch were annexed into the City of Surprise.

May 13, 2004: The Mayor and City Council approved a PAD for Austin Ranch under case PAD03-278.

September 29, 2005: The Mayor and City Council approved a PAD for Austin Ranch II under case PAD05-075.

October 7, 2005: The Mayor and City Council approved a Development Agreement for the Austin Ranch PAD under Case DA05-011.

February 6, 2018: The Mayor and City Council approved a Preliminary Plat for Austin Ranch East under Case FS17-207.

February 22, 2018: Staff held a Concept Review meeting with the applicant regarding the proposed Final Plat under case CR18-073.

May 21, 2018: The applicant filed a request for a Final Plat under case FS18-263, the subject case.

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential uses such as that proposed.

Reviewing Agencies:

All City reviewing departments have reviewed the request and expressed no objections.

The subject Final Plat was also routed to the standard external reviewing agencies, who offered the following comments:

Luke Air Force Base ("LAFB"): In a letter dated May 31, 2018, LAFB indicates no objections to the request, but advises the applicant review sound attenuation requirements found in ARS 28-8482 and engage in a strong notification program with respect to the air base and its operations.

Flood Control District of Maricopa County ("FCDX"): In an email dated May 31, 2018, FCDX indicated no objections to the Final Plat request.

Arizona Department of Transportation ("ADOT"): In an email dated May 22, 2018, ADOT indicated the proposal will have no impact on existing highway facilities.

Summary:

Staff believes the proposed Final Plat is consistent with the manner and intent of the Surprise Municipal Code and the Austin Ranch PAD. Once platted, the site will be able to be developed in accordance with the requirements of the City of Surprise.

Findings:

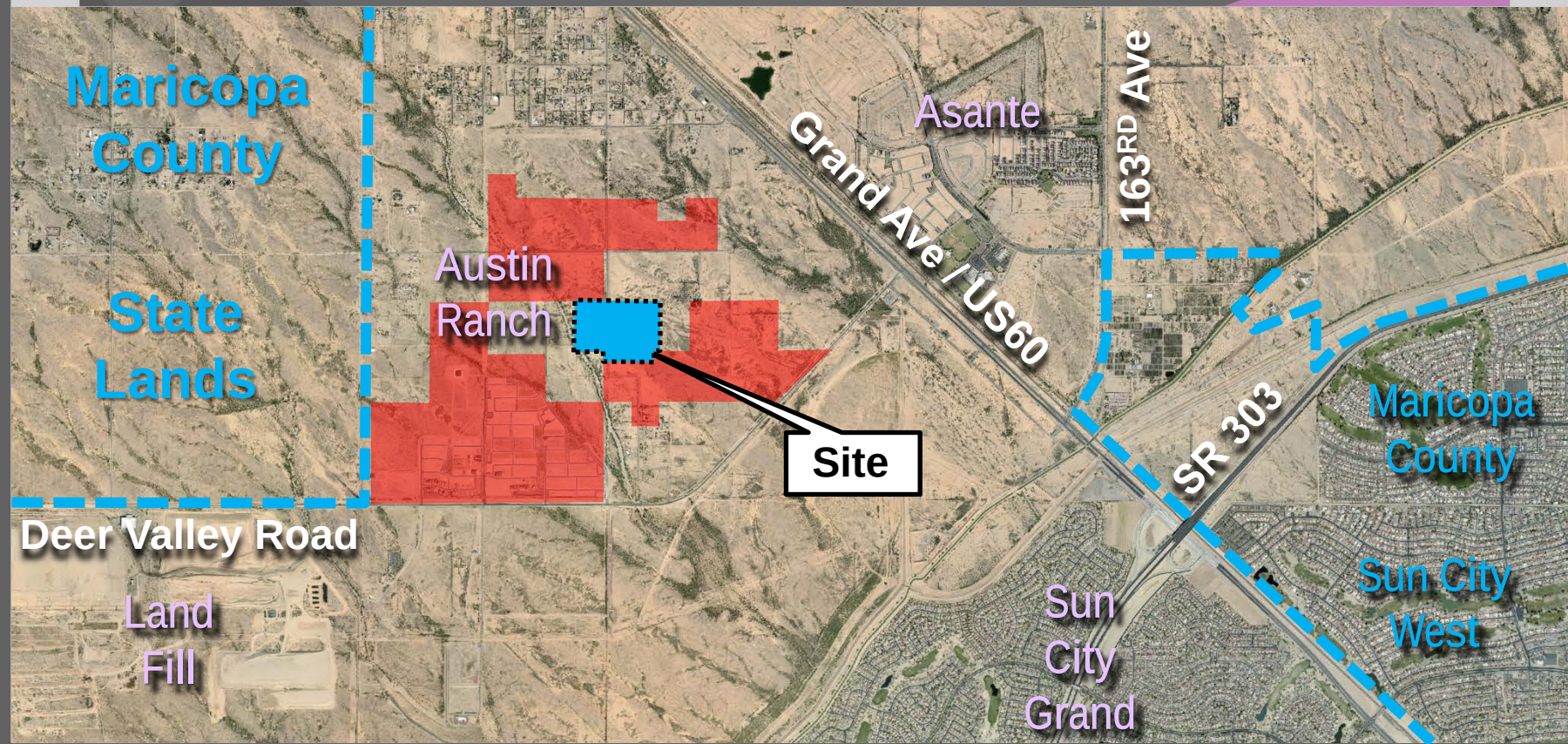
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- The proposed Final Plat is consistent with the Surprise General Plan.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - Landscape Plans
- 04 - Wall Plans
- 05 - Alternative Assurance Agreement
- 06 - PowerPoint

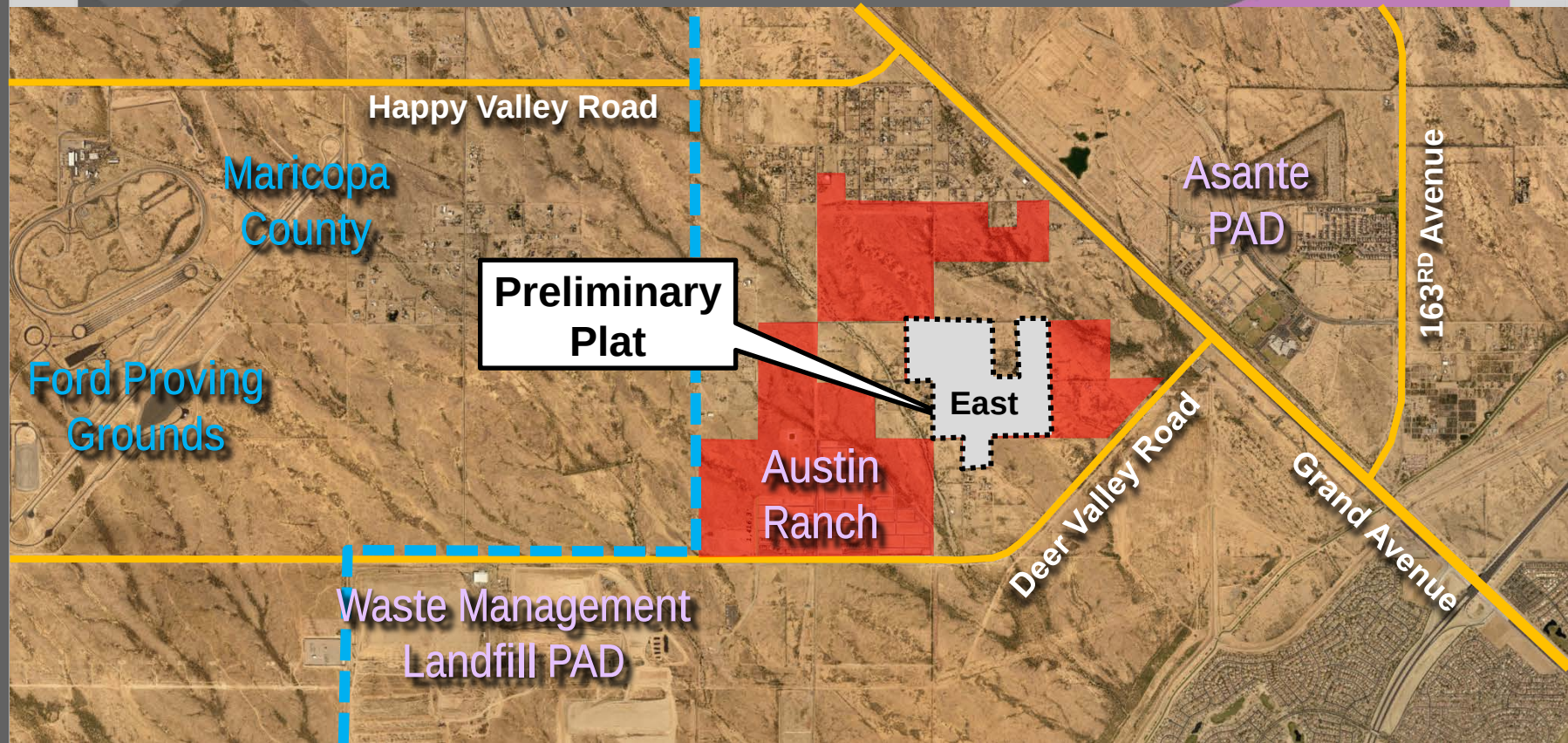
VICINITY MAP

Austin Ranch East
Parcels 9, 10, and 11



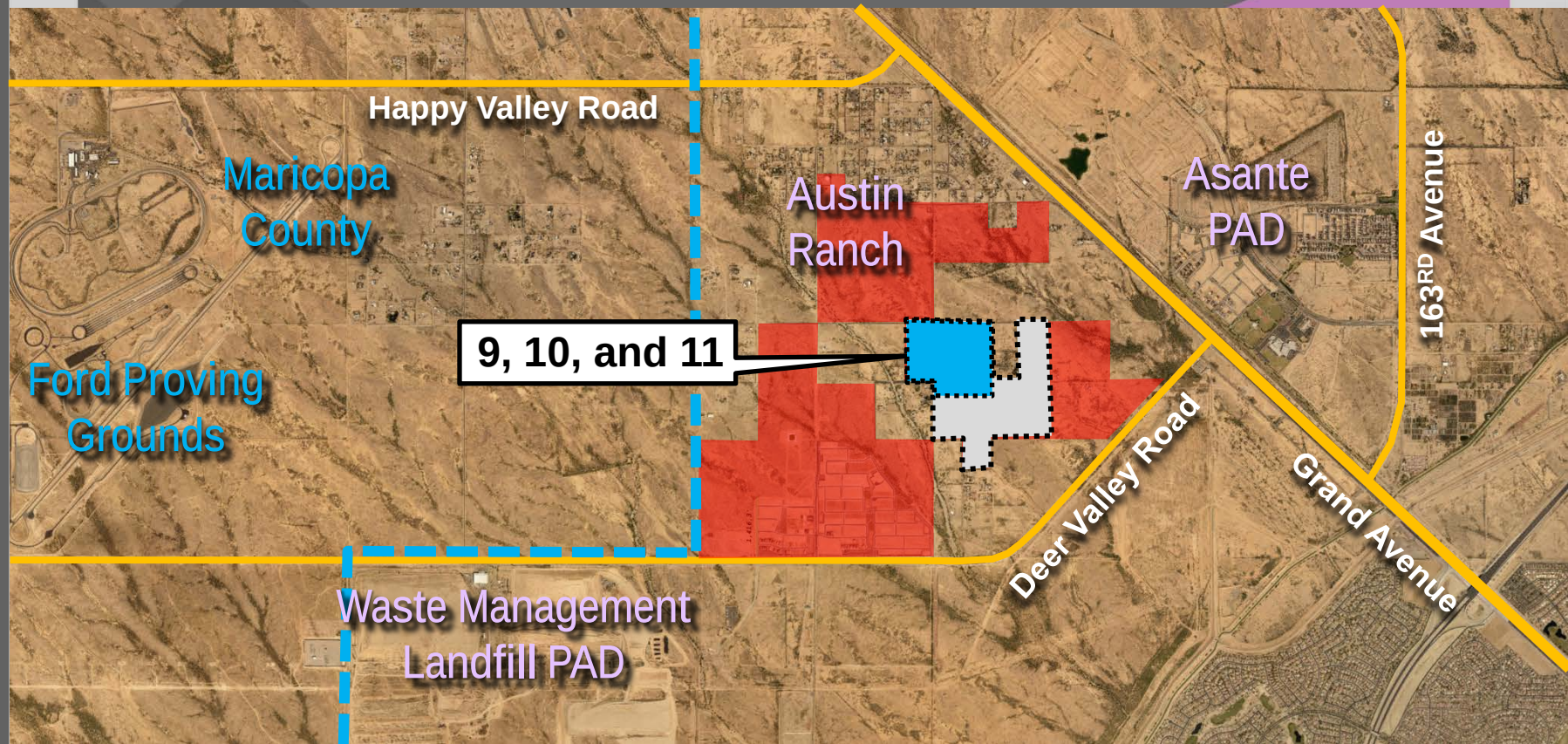
VICINITY MAP

Austin Ranch East
Parcels 9, 10, and 11



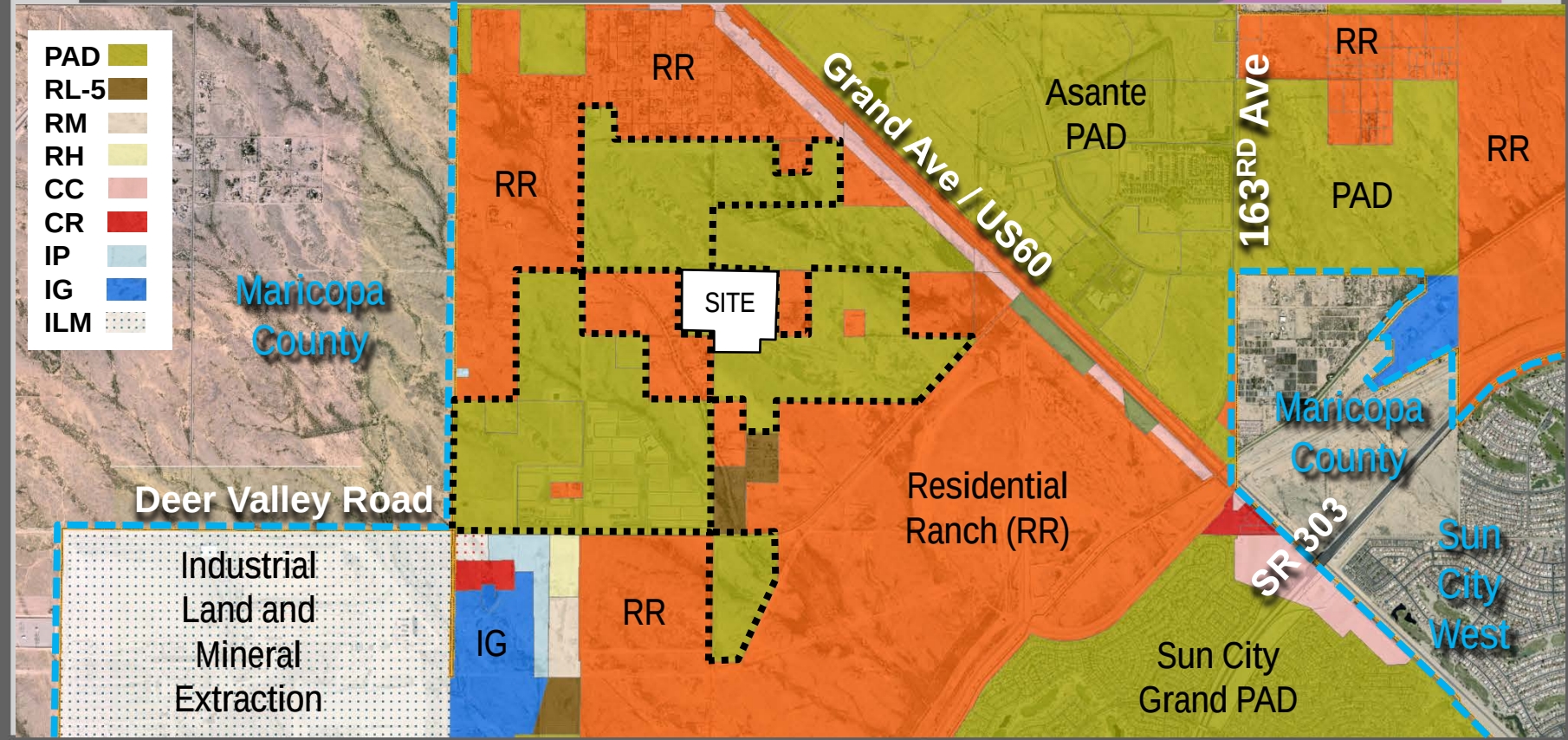
VICINITY MAP

Austin Ranch East
Parcels 9, 10, and 11

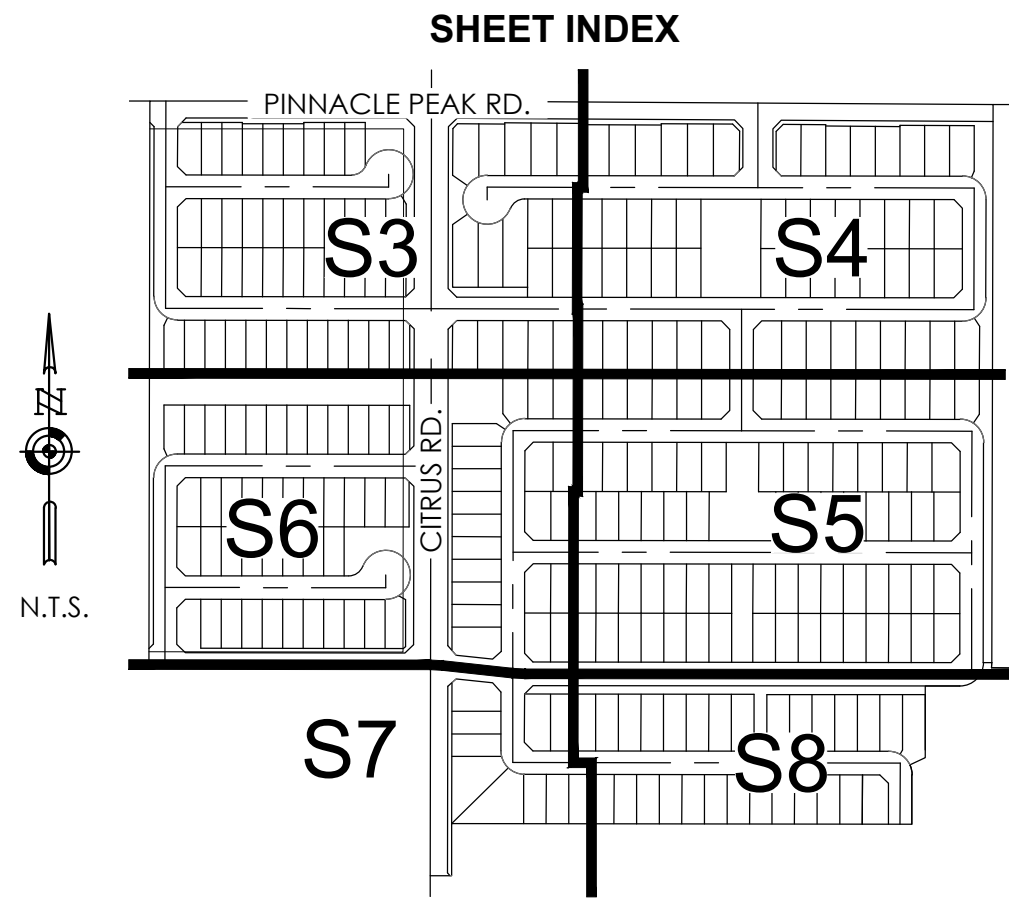


ZONING MAP

Austin Ranch East
Parcels 9, 10, and 11

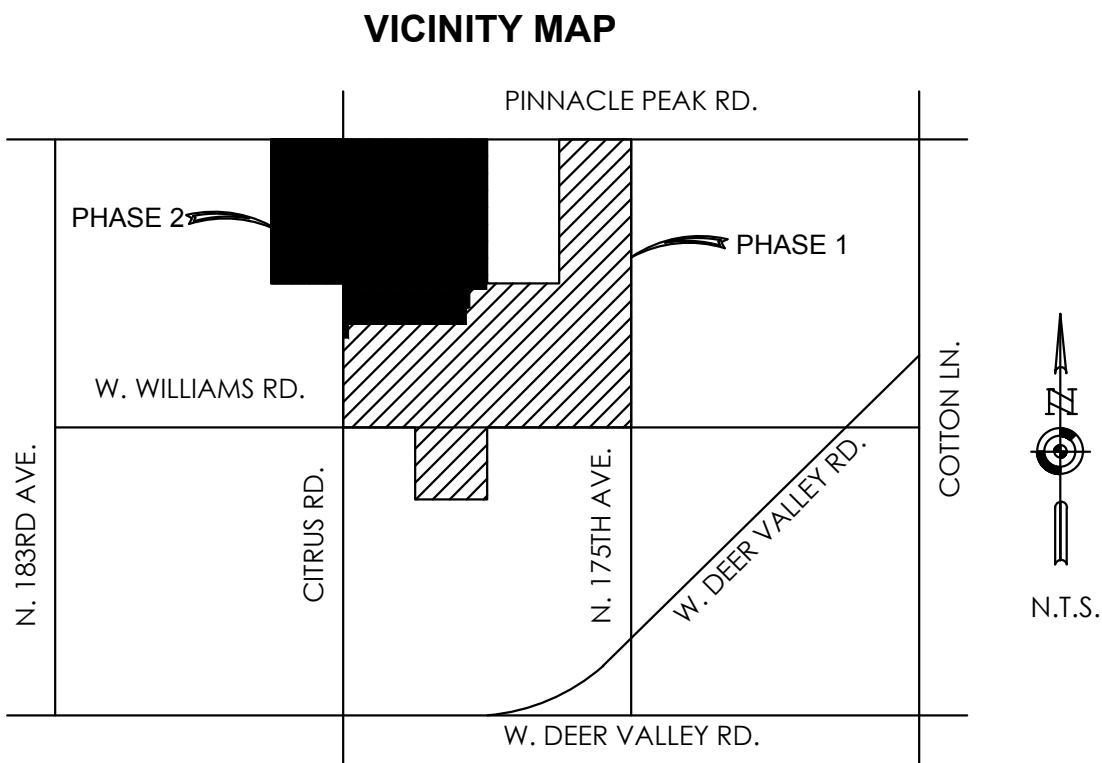


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FINAL PLAT FOR AUSTIN RANCH EAST - PHASE 2 (PARCELS 9, 10 & 11)

A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, AND A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT COURTLAND HOMES, INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME AUSTIN RANCH EAST - PHASE 2 (PARCELS 9, 10 & 11), A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, AND A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF AUSTIN RANCH EAST - PHASE 2 (PARCELS 9, 10 & 11), AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

OWNER HEREBY DEDICATES AND CONVEYS TRACTS "A" THROUGH "M" TO THE NORTH COPPER CANYON COMMUNITY ASSOCIATION.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE 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 OF AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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

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

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

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

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

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

COURTLAND HOMES, INC., AN ARIZONA CORPORATION

BY: _____

ITS: _____

BASIS OF BEARING

NORTH 00°05'03" EAST - BEING THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON A RECORDED RECORD OF SURVEY PLSS SUBDIVISION, RECORDED IN BOOK 1029 OF MAPS, PAGE 44, MARICOPA COUNTY RECORDS.

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS ____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, AND ACKNOWLEDGED THEMSELVES TO BE _____ OF COURTLAND HOMES, INC., AN ARIZONA CORPORATION, AND THAT AS SAID OFFICER BEING DULY AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSED CONTAINED HEREIN.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

DATE _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS ____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, AND ACKNOWLEDGED THEMSELVES TO BE _____ OF NORTH COPPER CANYON COMMUNITY ASSOCIATION, AND THAT AS SAID OFFICER BEING DULY AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSED CONTAINED HEREIN.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

DATE _____

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY RATIFIES AND APPROVES THIS PLAT FOR "AUSTIN RANCH EAST PHASE 2 - PARCELS 9, 10, & 11", AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS THEREOF, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2018.

NORTH COPPER CANYON COMMUNITY ASSOCIATION
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

SURVEY LEGEND

- ◆ SECTION CORNER AS NOTED
- CORNER OF SUBDIVISION AS NOTED
- STREET CENTERLINE MONUMENT MAG STD. DET. 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- ① 33'X33' SITE VISIBILITY EASEMENT
- _____ SECTION LINE
- _____ BOUNDARY LINE
- _____ CENTER LINE
- EASEMENT LINE AS NOTED

NOTES

- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- 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.
- THE PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE AUSTIN RANCH EAST - PHASE 2 PRELIMINARY PLAT, APPROVED 2/6/18, UNDER CASE NUMBER FS-17-207.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER UNDER OR THROUGH THE EASEMENT.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE ("CITY") SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE. CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. STRUCTURES AND LANDSCAPING AT ALL INTERSECTIONS OF STREET RIGHTS-OF-WAY WILL BE MAINTAINED AT A MAXIMUM OF 2' IN HEIGHT WITHIN A 33' X 33' TRIANGLE MEASURED ALONG THE RIGHT-OF-WAY LINES. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.
- ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND ZONE "AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L AND 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

AREA SUMMARIES

289 LOTS	1,847,754.64 S.F.	42.44 ACRES
TRACTS	303,815.76 S.F.	6.98 ACRES
R/W	891,968.03 S.F.	20.48 ACRES
GROSS	3,043,539.95 S.F.	69.87 ACRES

OWNER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, ARIZONA 85226

CONTACT: HANS KOPPENHOEFER
PHONE: (480) 893-7575
EMAIL: HANS.KOPPENHOEFER@COURTLANDHOMES.COM

APPROVALS

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

CITY ENGINEER
DATE

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS ____ DAY OF _____, 20__.

MAYOR
DATE

ATTEST: _____
CITY CLERK
DATE

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES SHOWN HEREON WERE MADE UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Mitchell H. Ragsdale
MITCHELL H. RAGSDALE RPLS #48943
TERRASCAPE CONSULTING LLC
1102 E. MISSOURI AVE. PHOENIX AZ, 85014
602-297-8732
mragdale@terrascapeconsulting.com

09 / 19 / 18
DATE

consulting
Terrascope
civil engineering • surveying • urban planning

Mitchell H. Ragsdale
48943
Mitchell H. Ragsdale
Date Signed 09/19/2018
ARIZONA U.S.A.
EXPIRES 12/31/2020

FINAL PLAT
AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)

Recorded Arizona 019 and used here until
expiration date unless you begin association
ARIZONA
Call 611 or ask Arizona 611.com

DATE: 09 / 19 / 18

CHECKED BY: JCG

DRAWN BY: MHR

TITLE:
COVER SHEET

SHEET No.

1 of 8

PROJECT No.
0799

AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 &11)

TRACT USE AND AREA

A	LANDSCAPE & DRAINAGE	1.66 ACRES
B	LANDSCAPE & DRAINAGE	0.45 ACRES
C	LANDSCAPE & DRAINAGE	0.67 ACRES
D	LANDSCAPE & DRAINAGE	0.44 ACRES
E	LANDSCAPE & DRAINAGE	0.86 ACRES
F	LANDSCAPE & DRAINAGE	0.74 ACRES
G	LANDSCAPE & DRAINAGE	0.53 ACRES
H	LANDSCAPE & DRAINAGE	0.61 ACRES
J	LANDSCAPE & DRAINAGE	0.52 ACRES
K	LANDSCAPE & DRAINAGE	0.14 ACRES
L	LANDSCAPE & DRAINAGE	0.10 ACRES
M	LANDSCAPE & DRAINAGE	0.26 ACRES
TOTAL		6.98 ACRES

AUSTIN RANCH EAST PRELIMINARY PLAT CONFORMANCE

PARCEL	CASE	LOT WIDTH			TOTAL	PP TOTAL	DIFFERENCE
		48'	53'	58'			
9	FS18-263	84	0	0	84	84	0
10	FS18-263	0	0	106	106	106	0
11	FS18-263	0	99	0	99	99	0
12A	FS18-263	41	0	0	41	41	0
12B	FS18-272	94	0	0	187	191	-4
12C	FS18-283	93	0	0			
13	FS18-272	0	94	6	100	92	8
14	FS18-272	89	0	0	89	94	-5
TOTAL		410	193	112	706	707	-1

AUSTIN RANCH EAST OPEN SPACE COMPARISON TABLE

PARCEL	CASE	OPEN SPACE
9, 10, 11	FS18-263	6.98 AC.
12A, 12C	FS18-283	2.61 AC.
12B, 13, 14	FS18-272	11.17 AC.
	TOTAL	20.76 AC.
	PRELIMINARY PLAT	18.44 AC.
	DIFFERENCE	2.32 AC.

LEGAL DESCRIPTION

LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 15, AND THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, BEING MONUMENTED BY A 3" BRASS CAP MARKED "M.C. LS 35832", FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 14, BEING MONUMENTED BY A 2" ALUMINUM CAP MARKED "M.C. LS 35832", BEARS SOUTH 00°05'02" W, A DISTANCE OF 2642.66 FEET;

THENCE SOUTH 89°58'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 659.95 FEET, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 15, BEING MONUMENTED BY A ¾" PIPE W/ TAG MARKED "M.C. LS 35832" BEARS SOUTH 89°58'29" WEST, A DISTANCE OF 1979.84;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°05'20" WEST, A DISTANCE OF 1,320.17 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15, BEING MONUMENTED BY A ½" REBAR WITH CAP MARKED "RLS 21081"

THENCE SOUTH 89°55'27" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 660.06 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, BEING MONUMENTED BY A ½" REBAR;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°05'02" WEST, ALONG SAID WEST LINE, A DISTANCE OF 494.11 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89°54'58" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°05'02" EAST, A DISTANCE OF 122.49 FEET;

THENCE SOUTH 89°54'58" EAST, A DISTANCE OF 1,078.18 FEET;

THENCE NORTH 00°05'02" EAST, A DISTANCE OF 115.39 FEET TO THE BEGINNING OF A 55.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°15'06", AN ARC DISTANCE OF 24.24 FEET;

THENCE NORTH 64°49'56" EAST, A DISTANCE OF 39.89 FEET;

THENCE NORTH 00°05'02" EAST, A DISTANCE OF 167.71 FEET;

THENCE SOUTH 89°54'58" EAST, A DISTANCE OF 81.00 FEET TO THE BEGINNING OF A 55.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 86.39 FEET;

THENCE SOUTH 89°50'50" EAST, A DISTANCE OF 19.65 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 00°09'10" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,307.95 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, BEING MONUMENTED BY A ½" REBAR;

THENCE DEPARTING SAID EAST LINE, NORTH 89°38'09" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1,316.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,043,539.95 SQUARE FEET OR 69.87 ACRES, MORE OR LESS.

RELEASE OF LIABILITY

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

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

PUBLIC NOTICE

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

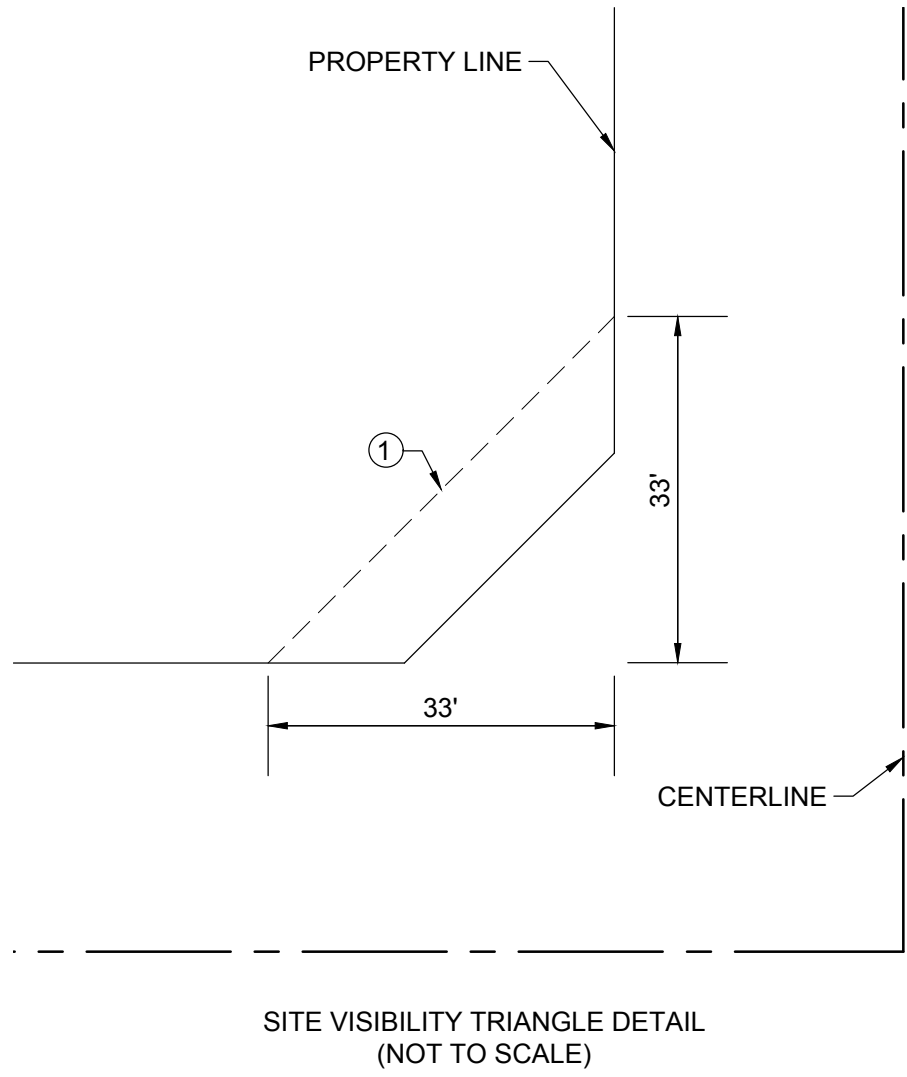
REFERENCE DOCUMENTS

AMENDED RECORD OF SURVEY PLSS SUBDIVISION, BOOK 1029 OF MAPS, PAGE 44, M.C.R.
ALTA/ACSM LAND TITLE SURVEY, BOOK 571, PAGE 20, M.C.R.
ALTA/ACSM LAND TITLE SURVEY, BOOK 590, PAGE 42, M.C.R.
ALTA/ACSM LAND TITLE SURVEY, BOOK 604, PAGE 46, M.C.R.
RESULTS OF SURVEY, BOOK 689, PAGE 6, M.C.R.
RECORD OF SURVEY, BOOK 1111, PAGE 15, M.C.R.
UNRECORDED ALTA/NSPS LAND TITLE SURVEY PERFORMED BY LAND SURVEY SERVICES PLC, DATED 7/21/17

100 YEAR ASSURED WATER SUPPLY

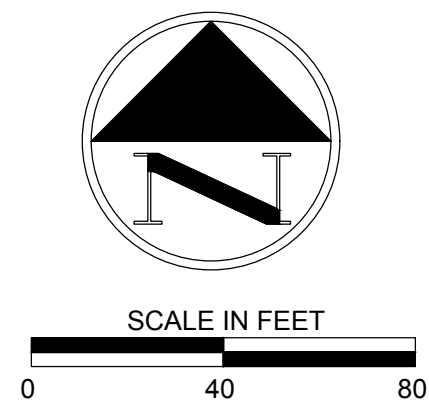
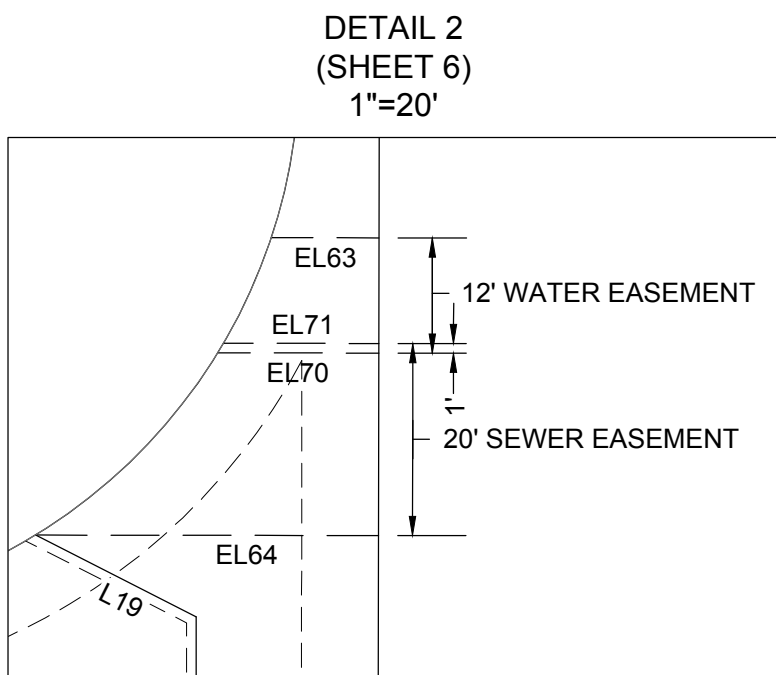
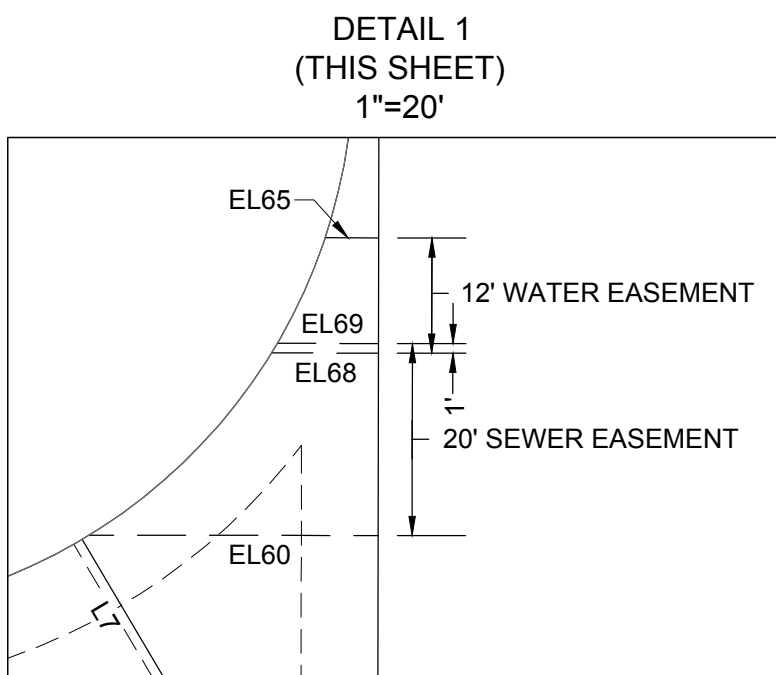
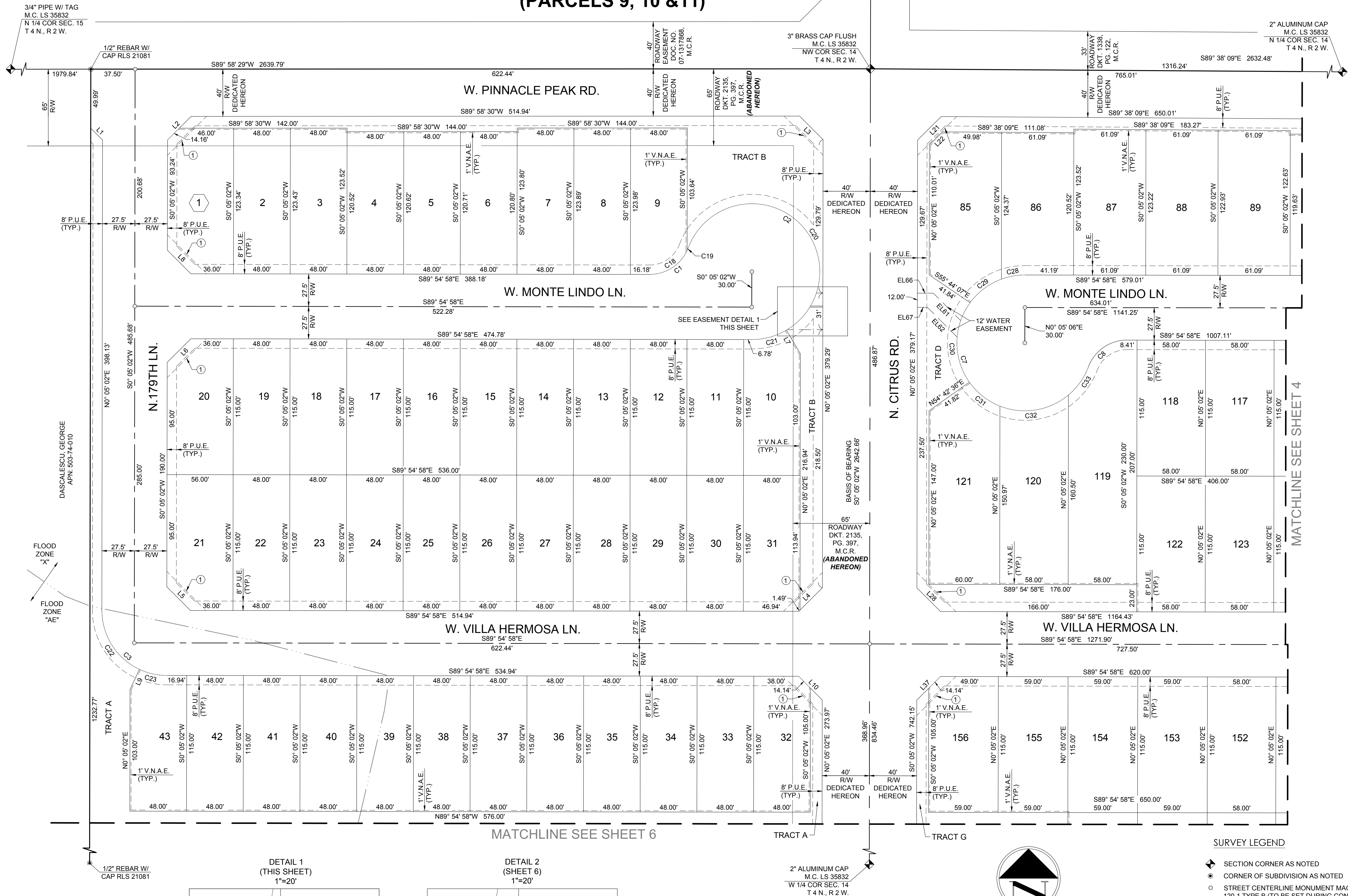
THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-700980.0000. 6-12-18
CERTIFICATE NUMBER DATE



ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE OVER 24" IN HEIGHT) IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'

AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)



- SURVEY LEGEND**
- SECTION CORNER AS NOTED
 - CORNER OF SUBDIVISION AS NOTED
 - STREET CENTERLINE MONUMENT MAG STD. DET. 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - M.C.R. MARICOPA COUNTY RECORDS
 - 33'X33' SITE VISIBILITY EASEMENT
 - SECTION LINE
 - BOUNDARY LINE
 - CENTER LINE
 - EASEMENT LINE AS NOTED

Mitchell H. Ragsdale
Mitchell H. Ragsdale
Arizona U.S.A.
EXPIRES 12/31/2020

FINAL PLAT
AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)

Contract Arizona 811 and local laws that require digging before you begin excavation.
Call 811 or visit Arizona811.com

DATE: 09 / 19 / 18

CHECKED BY: JCG

DRAWN BY: MHR

TITLE:

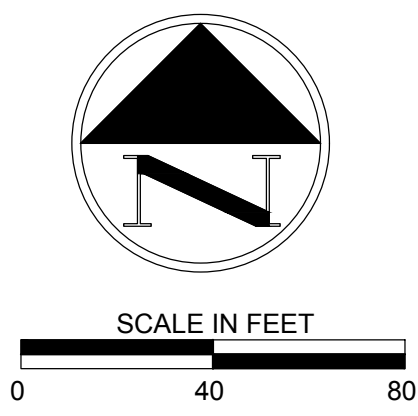
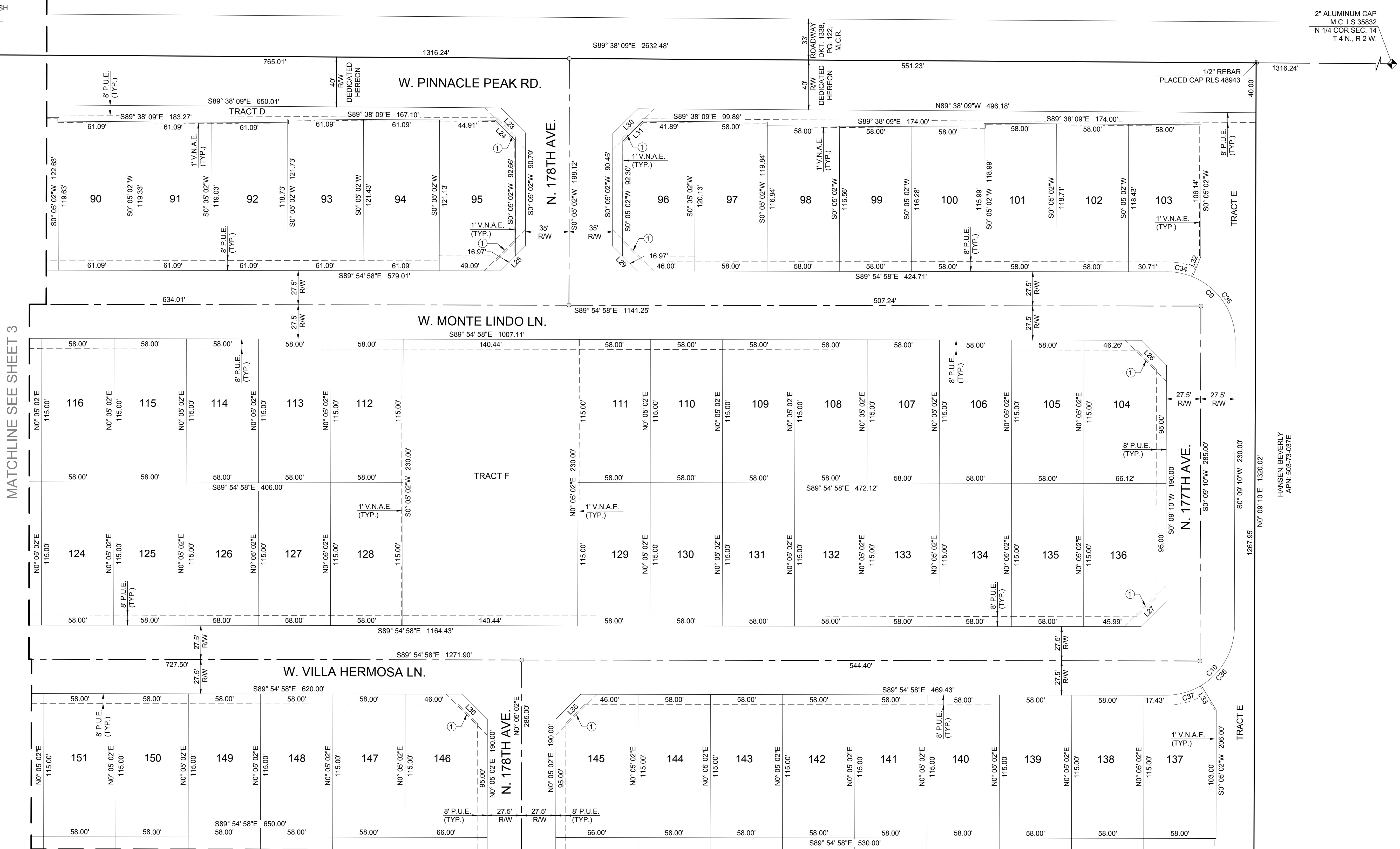
FINAL PLAT

SHEET No.

3 of 8

PROJECT No.
0799

AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)



- SURVEY LEGEND**
- SECTION CORNER AS NOTED
 - CORNER OF SUBDIVISION AS NOTED
 - STREET CENTERLINE MONUMENT MAG STD. DET. 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
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 - SECTION LINE
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 - CENTER LINE
 - EASEMENT LINE AS NOTED

consulting
Terrascope
civil engineering • surveying • urban planning

1102 East Missouri Ave. Phoenix, Arizona 85014 • 875 West Chandler Blvd. #133, Chandler, Arizona 85225
P: 602.277.8732 • F: 602.230.8458 • info@terrascopeconsulting.com • terrascopeconsulting.com

Mitchell H. Ragsdale
Mitchell H. Ragsdale
Arizona State Engineer
EXPIRES 12/31/2020

FINAL PLAT

**AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)**

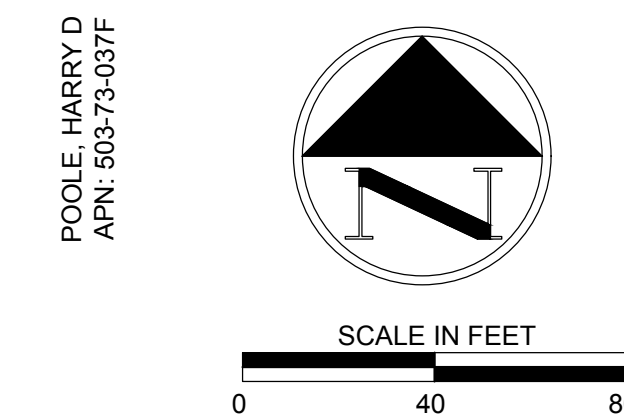
Arizona 811
Call 811 or visit arizona811.com

DATE: 09/19/18
CHECKED BY: JCG
DRAWN BY: MHR
TITLE: **FINAL PLAT**
SHEET No. **4 of 8**
PROJECT No. **0799**

MATCHLINE SEE SHEET 8

S89° 54' 58"E 81.00'

SET 1/2" REBAR W/
CAP RLS 48943



 SECTION CORNER AS NOTED
 CORNER OF SUBDIVISION AS NOTED
 STREET CENTERLINE MONUMENT MAG STD. DET.
 120-1 TYPE B (TO BE SET DURING CONSTRUCTION)

V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 R/W RIGHT OF WAY
 M.C.R. MARICOPA COUNTY RECORDS
 ① 33'X33' SITE VISIBILITY EASEMENT

_____ SECTION LINE
 _____ BOUNDARY LINE
 _____ CENTER LINE
 - - - - - EASEMENT LINE AS NOTED

SET 1/2" REBAR W/
CAP RLS 48943

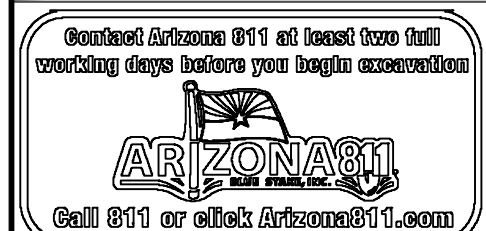
-12.07'

1/2" REBAR W/
TAG PE 4424



FINAL PLAT

**AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)**



DATE:	09 / 19 / 18
CHECKED BY:	JCG
DRAWN BY:	MHR
TITLE:	FINAL PLAT
SHEET No.	5 of 8
PROJECT No.	0799

MATCHLINE SEE SHEET 3





 EXPIRES 12/31/2020

**AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)**



PROJECT No.

0799

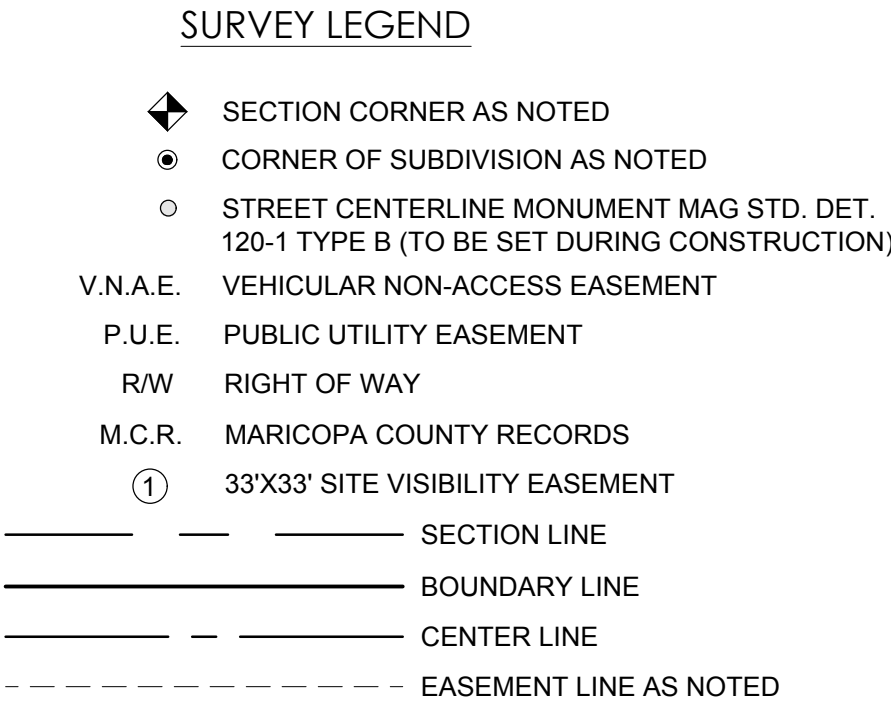
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	42.41'	35.00'	069°25'48"	N55° 22' 08"E	39.86'
C2	250.32'	57.50'	249°25'48"	N34° 37' 52"W	94.53'
C3	86.39'	55.00'	090°00'00"	S44° 54' 58"E	77.78'
C4	86.39'	55.00'	090°00'00"	S45° 04' 33"W	77.78'
C5	42.41'	35.00'	069°25'48"	N55° 21' 39"E	39.86'
C6	250.32'	57.50'	249°25'48"	N34° 38' 21"W	94.53'
C7	250.32'	57.50'	249°25'51"	S34° 37' 51"E	94.53'
C8	42.41'	35.00'	069°25'48"	S55° 22' 08"W	39.86'
C9	86.46'	55.00'	090°04'08"	N44° 52' 54"W	77.83'
C10	86.33'	55.00'	089°55'52"	N45° 07' 06"E	77.73'
C11	86.39'	55.00'	090°00'00"	S45° 05' 02"W	77.78'
C12	86.39'	55.00'	090°00'00"	N44° 54' 58"W	77.78'
C13	28.08'	265.15'	006°04'03"	S86° 52' 57"E	28.07'
C14	27.29'	250.00'	006°15'17"	N86° 47' 45"W	27.28'
C15	86.39'	55.00'	090°00'00"	S44° 54' 58"E	77.78'
C16	86.39'	55.00'	090°00'00"	N44° 54' 58"W	77.78'
C17	24.24'	55.00'	025°15'06"	N12° 32' 31"W	24.04'
C18	39.95'	35.00'	065°24'05"	N57° 22' 59"E	37.82'
C19	2.46'	35.00'	004°01'43"	N22° 40' 05"E	2.46'
C20	219.54'	57.50'	218°45'27"	S49° 58' 03"E	108.48'
C21	30.78'	57.50'	030°40'21"	S74° 44' 51"W	30.42'
C22	62.52'	55.00'	065°07'50"	N33° 28' 53"W	59.21'
C23	23.87'	55.00'	024°52'10"	N77° 28' 53"W	23.69'
C24	23.82'	55.00'	024°48'46"	N77° 40' 09"E	23.63'

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C25	62.58'	55.00'	065°11'14"N	N32° 40' 09"E	59.25'
C26	218.66'	57.50'	217°52'44"	S50° 24' 53"E	108.77'
C27	31.66'	57.50'	031°33'04"	S74° 18' 01"W	31.26'
C28	20.32'	57.50'	020°14'44"	N79° 57' 40"E	20.21'
C29	33.63'	57.50'	033°30'45"	N53° 04' 56"E	33.15'
C30	71.87'	57.50'	071°36'58"	N0° 31' 04"E	67.28'
C31	33.34'	57.50'	033°13'03"	N51° 53' 56"W	32.87'
C32	61.69'	57.50'	061°28'31"	S80° 45' 17"W	58.78'
C33	29.47'	57.50'	029°21'47"	S35° 20' 07"W	29.15'
C34	21.28'	55.00'	022°09'55"	N78° 50' 01"W	21.14'
C35	65.18'	55.00'	067°54'13"	N33° 47' 57"W	61.43'
C36	56.38'	55.00'	058°44'02"	N29° 31' 11"E	53.94'
C37	29.95'	55.00'	031°11'49"	N74° 29' 07"E	29.58'
C38	53.86'	55.00'	056°06'47"	S27° 58' 22"E	51.74'
C39	32.53'	55.00'	033°53'13"	S72° 58' 22"E	32.06'
C40	36.30'	55.00'	037°48'57"	N71° 10' 33"E	35.65'
C41	18.40'	55.00'	019°10'07"	N42° 41' 01"E	18.31'
C42	31.69'	55.00'	033°00'56"	N16° 35' 30"E	31.26'
C43	13.47'	55.00'	014°02'04"	N6° 56' 00"W	13.44'
C44	30.89'	55.00'	032°10'55"	N30° 02' 30"W	30.49'
C45	40.28'	55.00'	041°57'42"	N67° 06' 48"W	39.39'
C46	1.75'	55.00'	001°49'19"	N89° 00' 19"W	1.75'
C47	28.15'	55.00'	029°19'45"	S75° 15' 06"E	27.85'
C48	34.00'	55.00'	035°25'09"	S42° 52' 38"E	33.46'

Easement Line Table		
Line #	Direction	Length
EL60	N89° 54' 58"W	30.08'
EL61	S44° 54' 58"E	32.77'
EL62	S44° 54' 58"E	35.60'
EL63	N89° 55' 27"W	11.21'
EL64	N89° 55' 27"W	35.73'
EL65	N89° 54' 58"W	5.55'
EL66	S89° 54' 58"E	13.49'
EL67	S89° 54' 58"E	8.51'
EL68	N89° 54' 58"W	11.11'
EL69	N89° 54' 58"W	10.51'
EL70	N89° 55' 27"W	16.77'
EL71	N89° 55' 27"W	16.17'

Line Table		
Line #	Direction	Length
L1	N44° 58' 14"W	14.13'
L2	S45° 01' 46"W	28.13'
L3	N44° 58' 14"W	28.26'
L4	N45° 05' 02"E	28.28'
L5	N44° 54' 58"W	28.28'
L6	N45° 05' 02"E	28.28'
L7	N30° 35' 19"W	23.30'
L8	N44° 54' 58"W	28.28'
L9	N24° 57' 12"E	18.85'
L10	S44° 54' 58"E	28.28'
L11	N45° 04' 47"E	28.29'
L12	S24° 44' 14"E	18.81'
L13	S44° 04' 33"W	14.28'
L14	N44° 55' 27"W	28.28'
L15	S45° 04' 47"W	28.29'
L16	S44° 55' 13"E	28.28'
L17	N45° 04' 33"E	28.28'
L18	N44° 55' 27"W	28.28'
L19	N63° 01' 37"W	18.79'
L20	N45° 04' 47"E	7.02'
L21	N45° 13' 26"E	28.21'
L22	N45° 13' 26"E	15.67'
L23	N44° 46' 34"E	28.35'
L24	S44° 46' 34"W	22.93'
L25	N45° 05' 02"E	28.28'
L26	S44° 52' 54"E	28.27'
L27	S45° 07' 06"W	28.30'
L28	N44° 54' 58"W	28.28'
L29	N44° 54' 58"W	28.28'
L30	S45° 13' 26"W	28.21'

Line Table		
Line #	Direction	Length
L31	N45° 13' 26"E	22.72'
L32	S22° 14' 57"W	17.35'
L33	N31° 06' 48"W	23.33'
L34	S33° 58' 15"W	25.71'
L35	N45° 05' 02"E	28.28'
L36	N44° 54' 58"W	28.28'
L37	N45° 05' 02"E	28.28'
L38	S41° 52' 57"E	29.74'
L39	N48° 07' 03"E	26.75'
L40	S56° 54' 02"E	24.90'
L41	S37° 43' 55"E	29.81'
L42	N45° 05' 02"E	28.28'
L43	N44° 54' 58"W	28.28'
L44	N44° 54' 58"W	28.28'
L45	S45° 05' 02"W	28.28'
L46	N44° 54' 58"W	28.28'
L47	N45° 05' 02"E	28.28'
L48	N45° 05' 02"E	28.28'
L49	N44° 54' 58"W	28.28'
L50	S45° 05' 02"W	28.28'
L51	N44° 54' 58"W	28.28'
L52	N45° 05' 02"E	28.28'
L53	N44° 54' 58"W	28.28'
L54	S44° 54' 58"E	28.28'
L55	S41° 52' 57"E	29.74'
L56	N48° 07' 03"E	26.75'
L57	N44° 54' 58"W	9.19'
L58	N45° 04' 33"E	28.28'
L59	S89° 50' 50"E	19.65'



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FINAL PLAT

**AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)**



DATE: 09 / 19 / 18

CHECKED BY: JCG

DRAWN BY: MHF

TITLE: **FINAL PLAT &
TABLES**

SHEET No.

7 of 8

PROJECT No. 0799

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FINAL PLAT

**AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)**

DATE:	09 / 19 / 18
CHECKED BY:	JCG
DRAWN BY:	MHR
TITLE: FINAL PLAT	
SHEET No. 8 of 8	
PROJECT No. 0799	



IRRIGATION NOTES

1. ALL IRRIGATION TO UTILIZE AN AUTOMATIC CLOCK AS SPECIFIED. LOCATE POWER SOURCE IN THE FIELD.
2. USE COMMON TRENCHES WHERE POSSIBLE
3. USE PEN-TITES AND SEALER FOR ALL LOW VOLTAGE WIRING WITH ELECTRICAL VALVES
4. ALL MAINLINE TO BE BURIED A MINIMUM OF 18" BELOW FINISH GRADE. ALL LATERALS TO BE BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
5. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. VALVE BOX LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT.
6. VACUUM BREAKER TO BE ASSEMBLE WITH ALL HARD COPPER PIPE AND FITTINGS. A UNION SHALL BE INSTALLED ON BOTH INLET AND OUTLET SIDES OF PIPE ABOVE GRADE.
7. MAINTAIN IRRIGATION AS-BUILTS AND TURN OVER TO OWNER PRIOR TO INSTALLATION ACCEPTANCE. AS-BUILT PLANS TO BE AVAILABLE FOR REVIEW AT THE TIME OF FINAL WALK THRU.
8. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS. ALL LINES AND EQUIPMENT LOCATIONS ARE SCHEMATIC.
9. IRRIGATION AND ELECTRICAL SLEEVES TO BE SCH. 40 PVC. ALL SLEEVES TO EXTEND AT LEAST 1" BEYOND CONCRETE STRUCTURES, ALLOW 4-6" FROM END OF SLEEVES TO FIRST FITTING ON IRRIGATION LINE. ALL SLEEVES TO BE 24" BELOW GRADE AND/OR AS PER OWNER'S SPECIFICATIONS.
10. LANDSCAPE CONTRACTOR RESPONSIBLE FOR ALL REQUIRED IRRIGATION SLEEVING. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR. VERIFY ANY EXISTING SLEEVES INSTALLED BY OTHER CONTRACTORS.
11. LOCATE EMITTERS ON UPHILL SIDE OF PLANTS ON SLOPED PLANTING AREA OR PER APPROVAL BY ARCHITECT OR OWNER'S REPRESENTATIVE.
12. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETELY VISIBLE, LIP OF VALVE BOX SHALL ALSO BE FREE OF DEBRIS.
13. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ANY DEVIATIONS FROM DRAWINGS OR MATERIAL USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR ARCHITECT.
14. LOCATE PRESSURE REGULATOR AND Y" STRAINER IN A VALVE BOX AS REQUIRED. REMOTE CONTROL VALVES TO BE LOCATED IN A SEPARATE, ADJACENT VALVE BOX OR A JUMBO VALVE BOX MAY BE USED IN LIEU OF TWO SEPARATE BOXES. ALL BOXES TO BE LOCATED IN PLANTING AREAS AND INSTALLED FLUSH W/ GRADE.
15. ALL DRIP SYSTEMS TO BE FLUSHED THROUGH FLUSH CAPS. FLUSH CAPS TO BE LOCATED IN 10" ROUND ECONOMY BOXES. (SEE NOTE #11)
16. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOTBALL.
17. PRIOR TO OWNERS APPROVAL, AN IRRIGATION "TUNE-UP" MUST BE PERFORMED AS FOLLOWS:
 - a. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS.
 - b. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH THE Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
 - c. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF THE CONTROLLER.
 - d. ALL IRRIGATION SPRAY HEADS ARE TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED IN ORDER TO ACHIEVE 100% COVERAGE. AVOID SPRAY INTO ALL STREETS, CURBS, SIDEWALKS OR ANY OTHER HARDSCAPE AREA OR STRUCTURE.
 - e. ALL IRRIGATION HEADS TO BE ADJUSTED TO PROPER HEIGHT.
18. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
19. IRRIGATION PLAN IS SCHEMATIC. ACTUAL BACKFLOW PREVENTOR LOCATION TO BE SCREENED FROM VIEW BY PLANT MATERIAL. REFER TO PLANTING PLAN FOR SCREENING.
20. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES AND DRIP LINES. AT LEAST ONE EXTRA CONTROL WIRE TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
21. ALL IRRIGATION LINES ARE SCHEMATIC. THE CONTRACTOR IS RESPONSIBLE FOR RUNNING IRRIGATION LINES TO ALL TREES, SHRUBS, AND GROUND COVER ON THE PROJECT. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN LANDSCAPE AREAS AND WITHIN THE LIMITS OF WORK.
22. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES WHEREVER POSSIBLE.
23. TREES ARE TO BE VALVED SEPARATELY FROM SHRUBS AND GROUND COVER.
24. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SLEEVING NECESSARY TO RUN IRRIGATION LINES AND CONTROL WIRE UNDER ANY REQUIRED HARDSCAPE AREAS, WALLS, ETC.
25. CONTRACTOR SHALL ADJUST ALL SPRAY HEADS AS NECESSARY TO AVOID OVER SPRAY ONTO ALL WALKS, CURBS, OR ANY OTHER HARDSCAPE AREAS AND TO ACHIEVE 100% COVERAGE.
26. CONTRACTOR TO PROVIDE EMITTERS TO ALL TREES IN TURF AREAS. EMITTERS TO TREES IN TURF AREAS SHALL BE BURIED IN PLASTIC BOXES. TOP OF BOXES TO BE FLUSH WITH GRADE.
27. EXISTING CITY OF SURPRISE IRRIGATION SHALL BE MODIFIED IN RIGHT OF WAY AND CONNECTED TO THE NEW SYSTEM. MAINTAIN ANY THROUGH IRRIGATION REQUIREMENTS CONTRACTOR TO CAP OFF OR ABANDON EXISTING IRRIGATION TO PLANT MATERIAL AND PROVIDE NEW IRRIGATION FRO PROJECT TO EXISTING RIGHT OF WAY LANDSCAPING.

CITY OF SURPRISE GENERAL NOTES

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

LANDSCAPE NOTES

1. PROVIDE LANDSCAPE ARCHITECT A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.
2. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
3. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION T95. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
4. PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.
5. CONTRACTORS RESPONSIBILITY TO FIELD ESTIMATE DECOMPOSED GRANITE QUANTITIES. INDICATE THE UNIT PRICE ONLY AT THE TIME OF BIDDING.
6. ALL PLANTS MUST BE INSPECTED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
7. PLANT QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE.
8. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
9. PRIOR TO BIDDING, THE LANDSCAPE SUPERINTENDENT SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK REQUIRED.
10. THE LANDSCAPE CONTRACTOR SHALL WARRANTY THE WORK FOR A PERIOD OF ONE YEAR.
11. CLARIFICATION OF DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
12. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.
13. THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND THE CITY OF SURPRISE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
14. THE LANDSCAPE ARCHITECT AND /OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE INSPECTED PRIOR TO INSTALLATION.
15. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. SEE ENGINEERING OR ARCHITECTURAL DRAWINGS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED AND ARE NOT IMPAIRED WITH OBSTRUCTIONS.
17. DOUBLE STAKE ALL TREES OUTSIDE ROOTBALL.
18. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
19. LANDSCAPE CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE TO BE REINSPECTED DURING FINAL WALK THRU. ANY DAMAGED AREAS TO BE REPAIRED AT CONTRACTOR'S EXPENSES.
20. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
21. LANDSCAPE CONTRACTOR TO CONTACT ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OFFRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
22. LANDSCAPE PLANS MUST CONFORM TO CIVIL DRAWINGS.
23. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-14 WHEN TREES ARE WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
 - ACACIA SALICINA (WILLOW ACACIA)
 - ACACIA STENOPHYLLA (SHOESTRING ACACIA)
 - ACACIA WILLARDIANA (PALO BLANCO)
 - CALLISTEMON RIGIDUS (BOTTLEBRUSH)
 - QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)
 - SOPHORA SECUNDIFLORA (TEXAS MTN. LAUREL)
 - CHILOPSIS LINEARIS (DESERT WILLOW)
 - OLEA EUROPAEA (OLIVE)
 - FRAXINUS GREGGII (LITTLE LEAF ASH)
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8.2(5).

PLANT LEGEND

TREES		ACACIA ANEURA / MULGA	24" BOX	64	STANDARD
		ACACIA SALICINA/WILLOW ACACIA	24" BOX	213	STANDARD
		CHILOPSIS SP. 'RIO SALADO'/'RIO SALADO' DESERT WILLOW	24" BOX	103	STANDARD
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE	24" BOX	59	STANDARD
		PARKINSONIA FLORIDA/BLUE PALO VERDE	24" BOX	65	MULTI-TRUNK
		PROSOPIS HYBRID 'AZT' /"AZT THORNLESS MESQUITE'	24" BOX	56	MULTI-TRUNK
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #	VARIABLES	-	VARIABLES
SHRUBS		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER	5 GAL.	310	CAN FULL
		ENCELIA FARINOSA / BRITTLEBUSH	5 GAL.	331	CAN FULL
		HYPTIS EMORYI / DESERT LAVENDER	5 GAL.	183	CAN FULL
		JUSTICIA CALIFORNICA / CHUPAROSA	5 GAL.	103	CAN FULL
		LARREA TRIDENTATA / CREOSOTE BUSH	5 GAL.	202	CAN FULL
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE	5 GAL.	313	CAN FULL
		SIMMONDSIA CHINENSIS / JOJOBA	5 GAL.	232	CAN FULL
		SPHAERALCEA AMBIGUA / GLOBE MALLOW	5 GAL.	224	CAN FULL
ACCENTS		AGAVE AMERICANA / AMERICAN AGAVE	5 GAL.	85	CAN FULL
		AGAVE PARRII / PARRY'S AGAVE	5 GAL.	300	CAN FULL
		ASCLEPIUS SUBULATA/ DESERT MILKWEED	5 GAL.	271	CAN FULL
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS	5 GAL.	491	CAN FULL
		DASYLLIRION WHEELERI/ DESERT SPOON	5 GAL.	243	CAN FULL
		FOUQUERIA SPLENDENS / OCOTILLO	BARE RT.	36	10 CANE MIN.
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA	5 GAL.	323	CAN FULL
		MUHLENBERGIA RIGENS / DEER GRASS	5 GAL.	180	CAN FULL
	OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR	5 GAL.	32	3 PADS MIN.	
GROUND COVERS		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE	5 GAL.	643	CAN FULL
		BAILEYA MULTIRADIATA / DESERT MARIGOLD	5 GAL.	301	CAN FULL
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'	5 GAL.	86	CAN FULL
		ACACIA REDOLENS / TRAILING ACACIA	5 GAL.	117	CAN FULL
		TURF- MID-IRON BERMUDA SOD.	SQ. FT.	16,250	
		DECOMPOSED GRANITE- T.B.D. BY OWNER.	SQ. FT.	398,211	
		SURFACE SELECT BOULDERS (A = 2'X3'X4'. B= 3'X3'X3')		A = 10 B= 21	

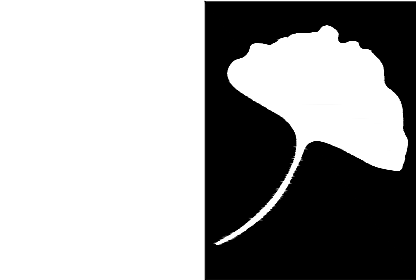
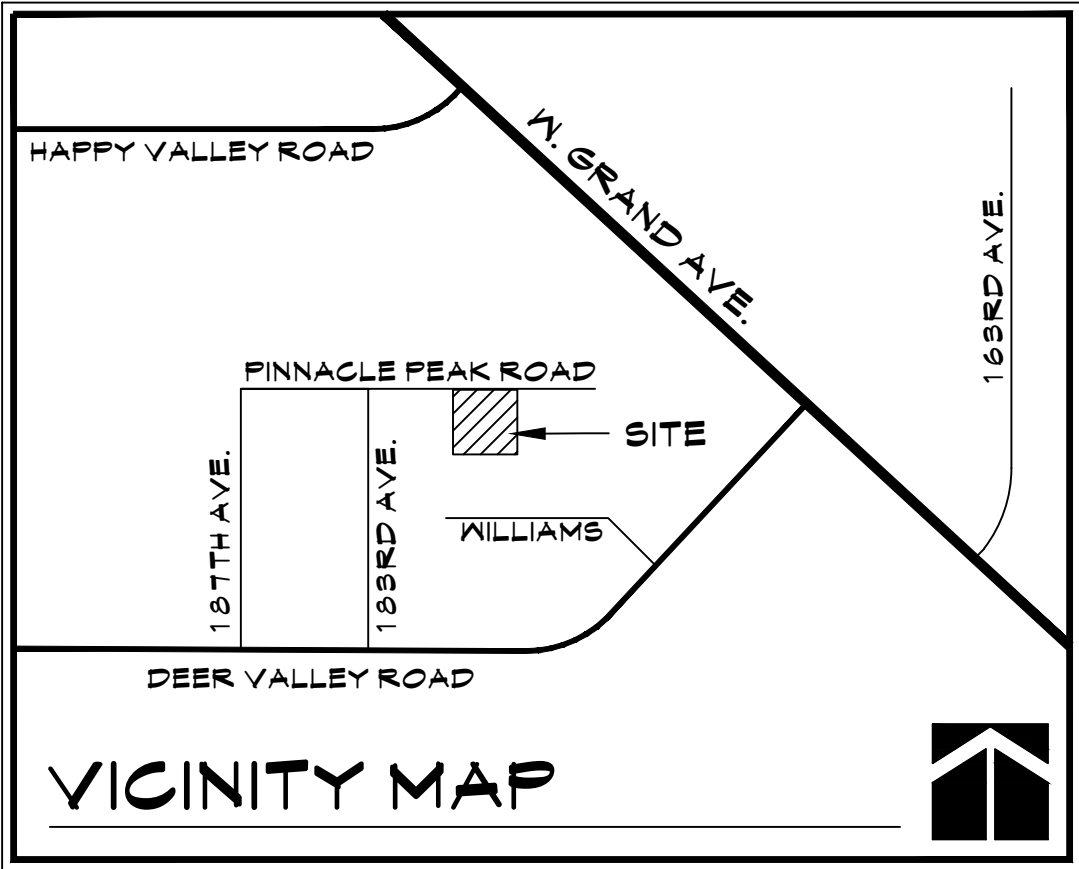
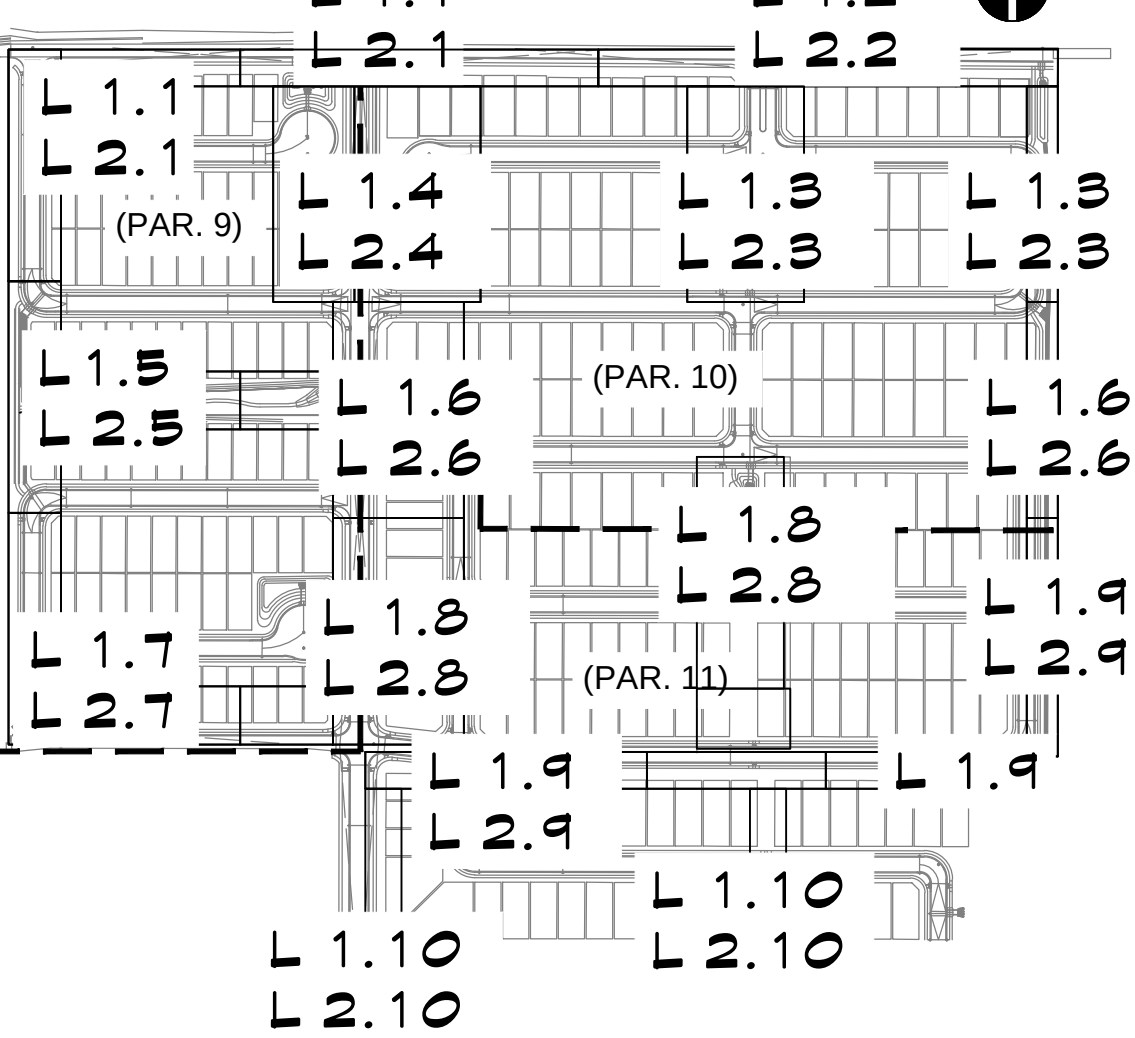
INTERSECTION PLANTER PALETTE

	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS	5 GAL.	47	CAN FULL
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY	5 GAL.	144	CAN FULL
	EUPHORBIA RIGIDA / GOPHER PLANT	5 GAL.	103	CAN FULL
	EUPHORBIA ANTISPYPHILITICA / CANDELILLA	5 GAL.	93	CAN FULL

SHEET INDEX

SHEET	SHEET DESCRIPTION
L0.1	COVER SHEET
L1.1 - L1.10	LANDSCAPE PLANS
L2.1 - L2.10	IRRIGATION PLANS
L3.1	WALL PLAN
L4.1 - L4.3	DETAILS

KEY MAP



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COVER PAGE

AUSTIN RANCH EAST - PHASE 2

SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION

PEORIA, ARIZONA

PREPARED FOR: COURTLAND HOMES

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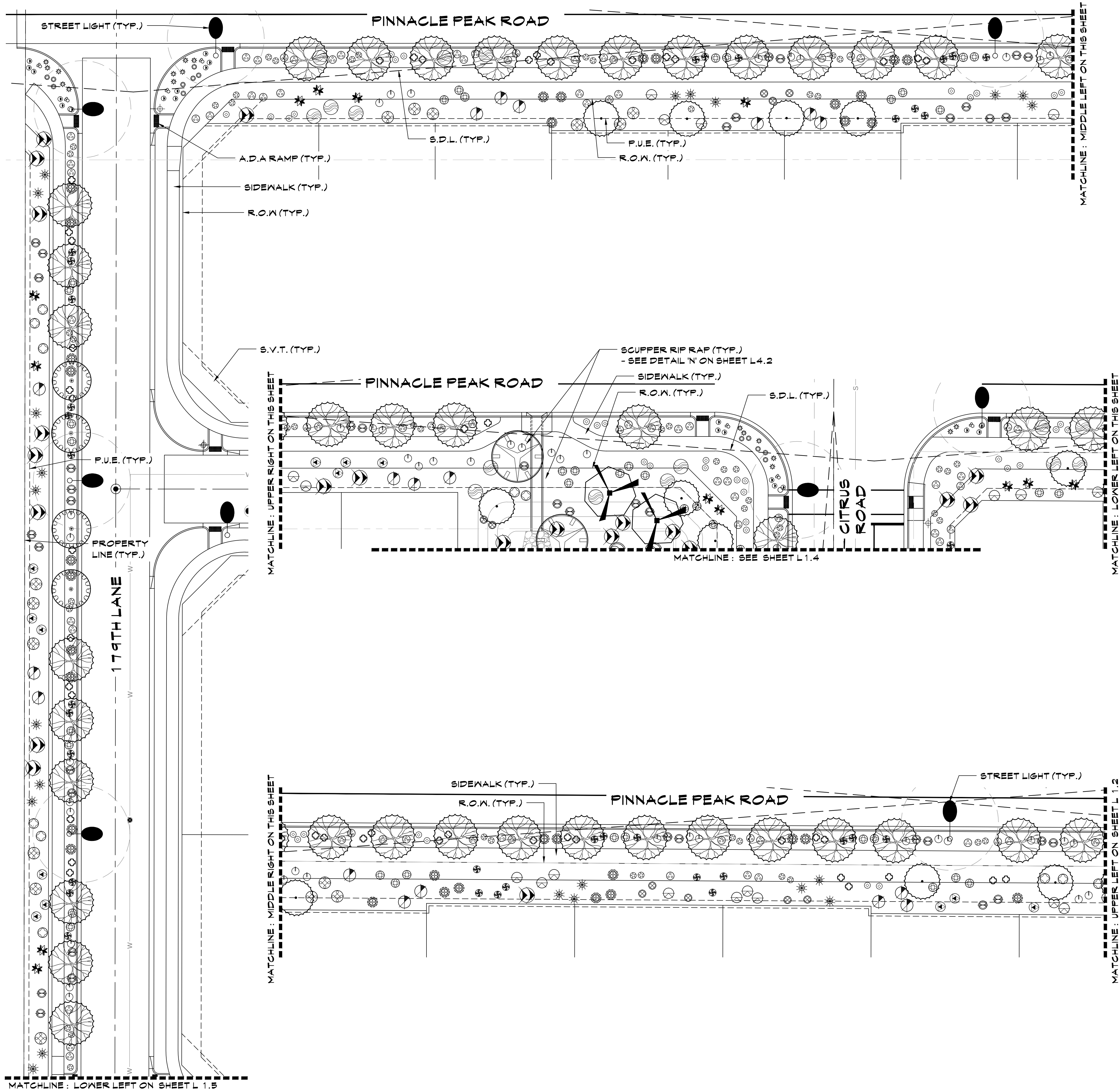
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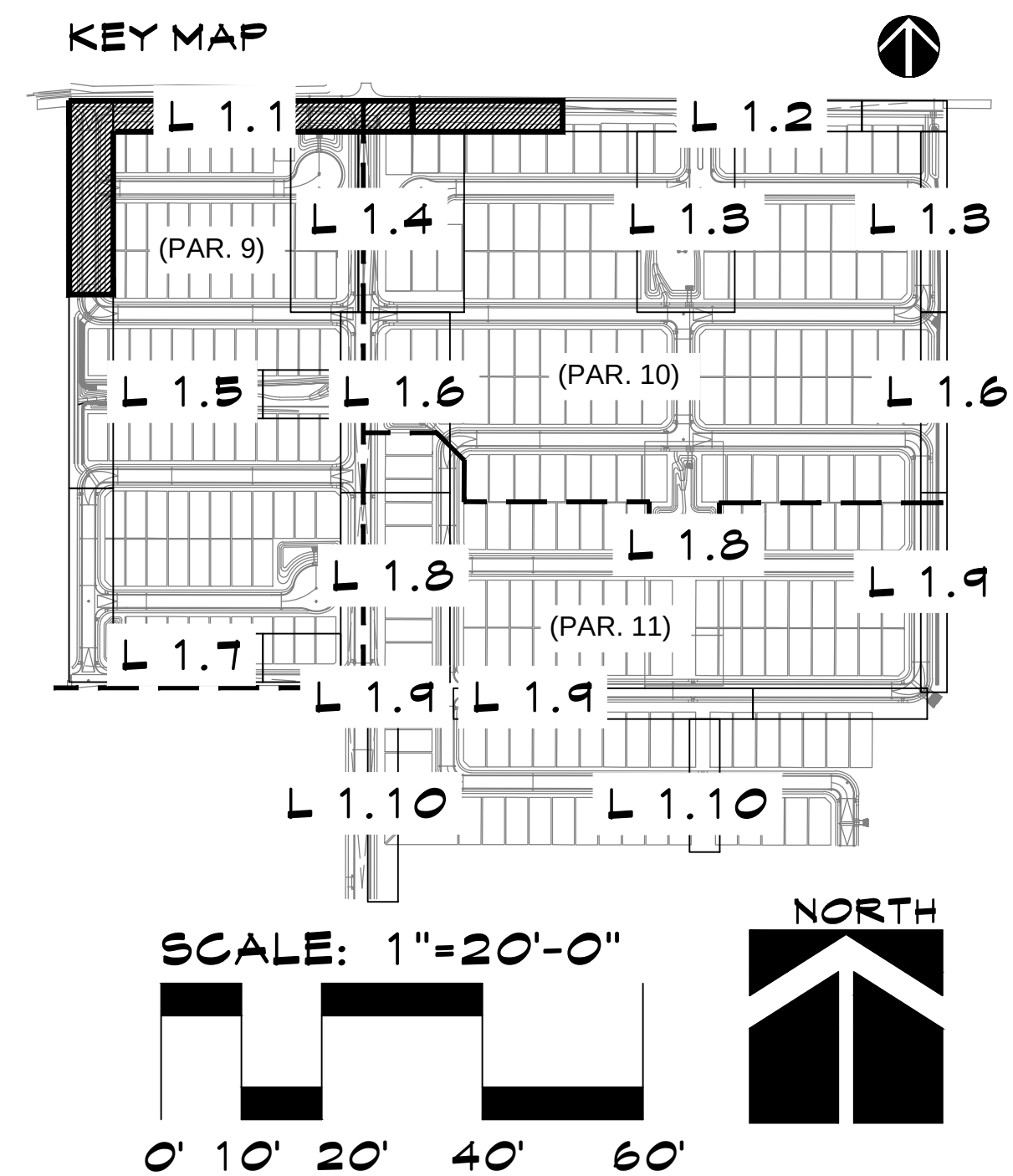
REVISIONS:

SHEET NO.

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PLANT LEGEND	
TREES	ACACIA ANEURA / MULGA ACACIA SALICINA / WILLOW ACACIA CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE PARKINSONIA FLORIDA / BLUE PALO VERDE PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE' SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
SHRUBS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER ENCELIA FARINOSA / BRITTLEBUSH HYPTIS EMORYI / DESERT LAVENDER JUSTICIA CALIFORNICA / CHUPAROSA LARREA TRIDENTATA / CREOSOTE BUSH LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE SIMMONDSIA CHINENSIS / JOJOBA SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS	AGAVE AMERICANA / AMERICAN AGAVE AGAVE PARRII / PARRY'S AGAVE ASCLEPIUS SUBULATA / DESERT MILKWEED BOUTELOUA GRACILIS / BLONDE AMBITION GRASS DASYLIRION WHEELERI / DESERT SPOON FOUQUERIA SPLENDENS / OCOTILLO HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA MUHLENBERGIA RIGENS / DEER GRASS OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE BAILEYA MULTIRADIATA / DESERT MARIGOLD EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE' ACACIA REDOLENS / TRAILING ACACIA TURF- MID-IRON BERMUDA SOD. DECOMPOSED GRANITE- T.B.D. BY OWNER. SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
INTERSECTION PLANTER PALETTE	
	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS CHRYSACTINIA MEXICANA / DAMIANITA DAISY EUPHORBIA RIGIDA / GOPHER PLANT EUPHORBIA ANTISYPHILITICA / CANDELILLA



PLANTING PLAN
AUSTIN RANCH EAST - PHASE 2
SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION
PEORIA, ARIZONA
PREPARED FOR: COURTLAND HOMES

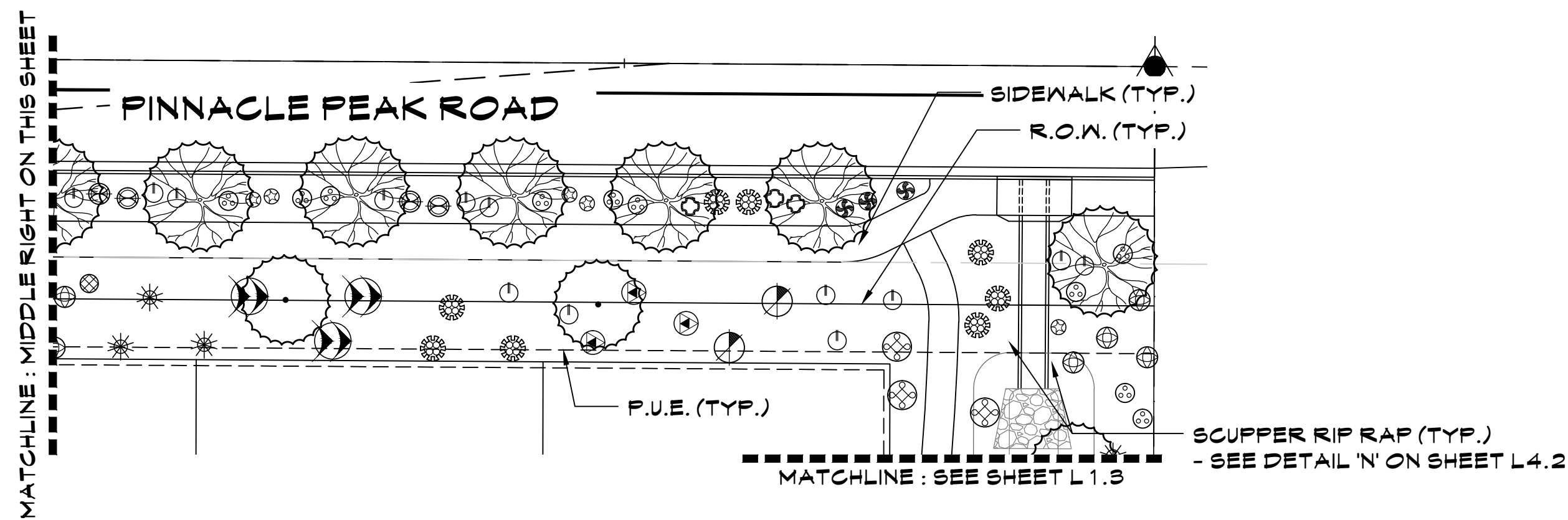
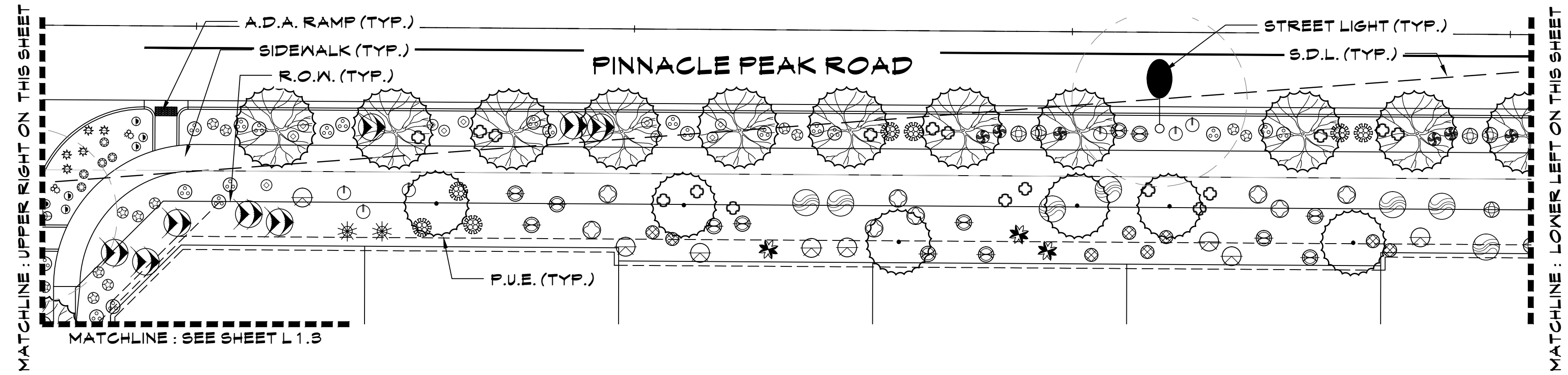
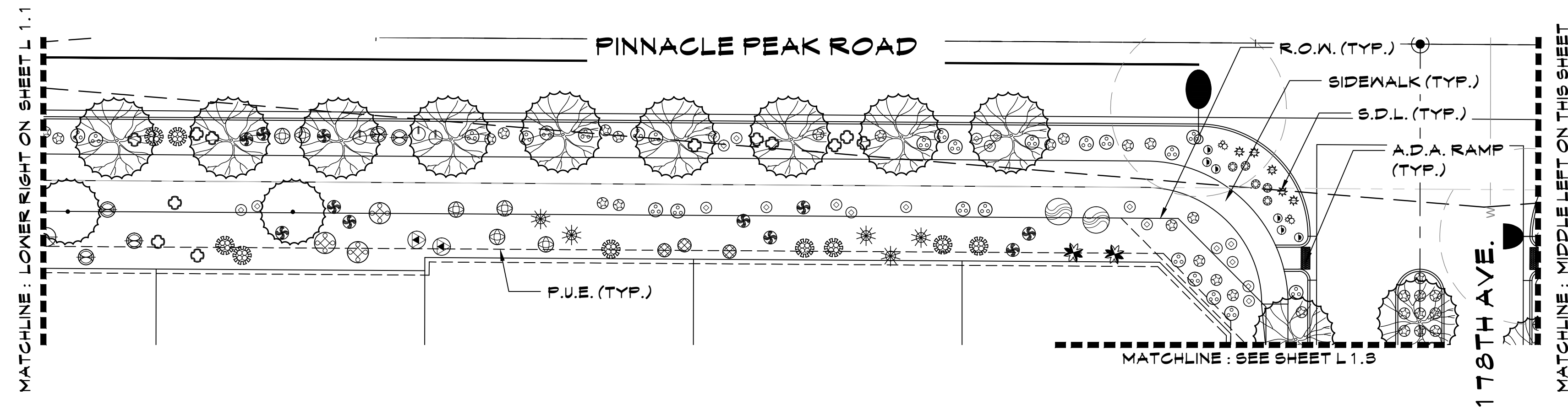
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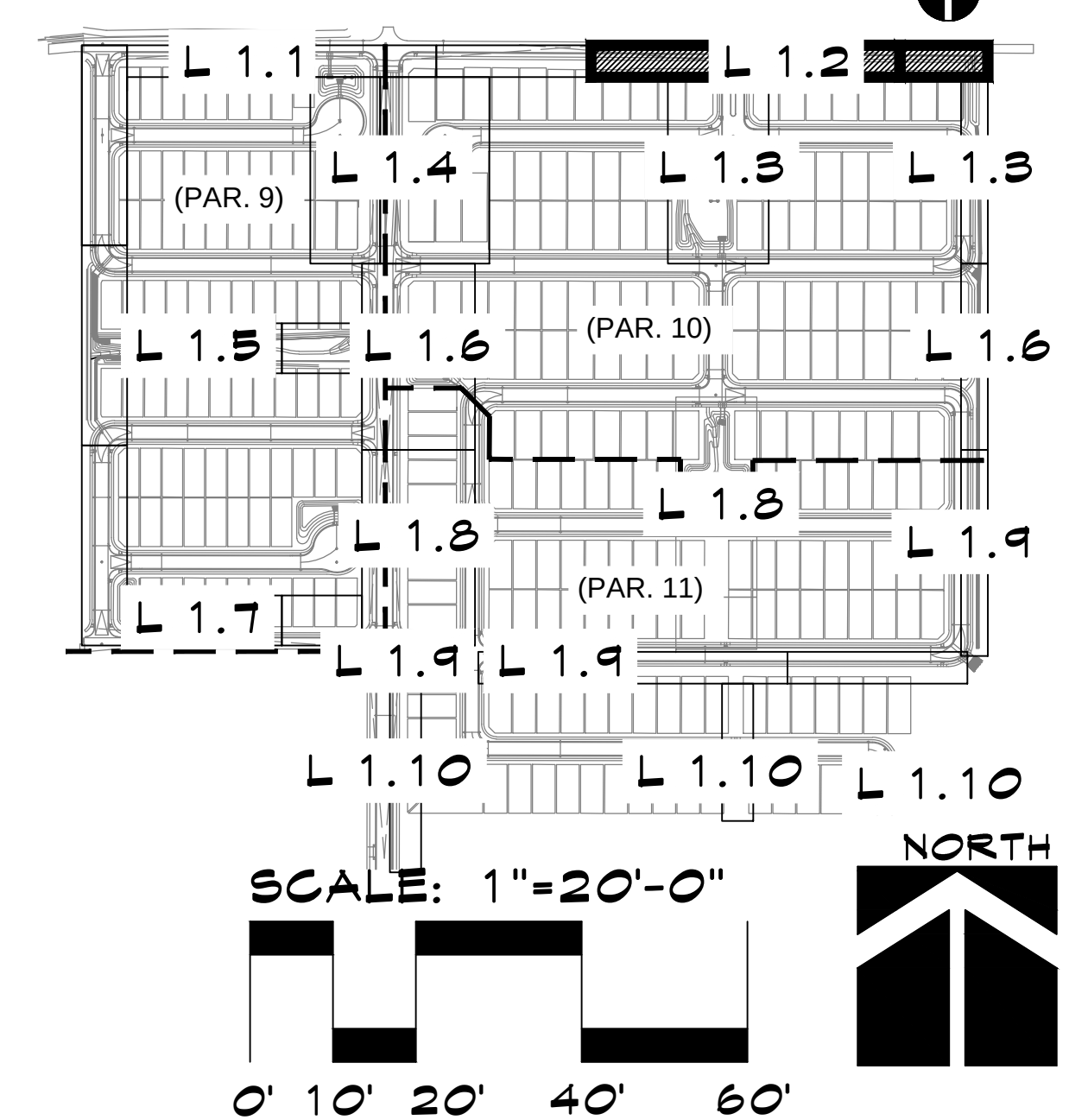
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2 OF 25



PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHIOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
SHRUBS		PARKINSONIA FLORIDA / BLUE PALO VERDE
		PROSOPIS HYBRID 'AZT' / 'AZT THORLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
ACCENTS		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
GROUND COVERS		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
		AGAVE AMERICANA / AMERICAN AGAVE
GROUND COVERS		AGAVE PARRYI / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLLIRION WHEELERI / DESERT SPOON
GROUND COVERS		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERFA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
GROUND COVERS		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B= 3'X3'X3')
		INTERSECTION PLANTER PALETTE
INTERSECTION PLANTER PALETTE		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP

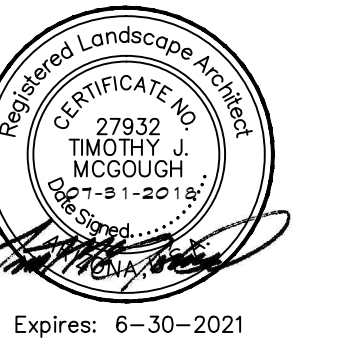


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Expires: 6-30-2021

PLANTING PLAN AUSTIN RANCH EAST - PHASE 2 SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION PEORIA, ARIZONA

PREPARED FOR: COURTLAND HOMES

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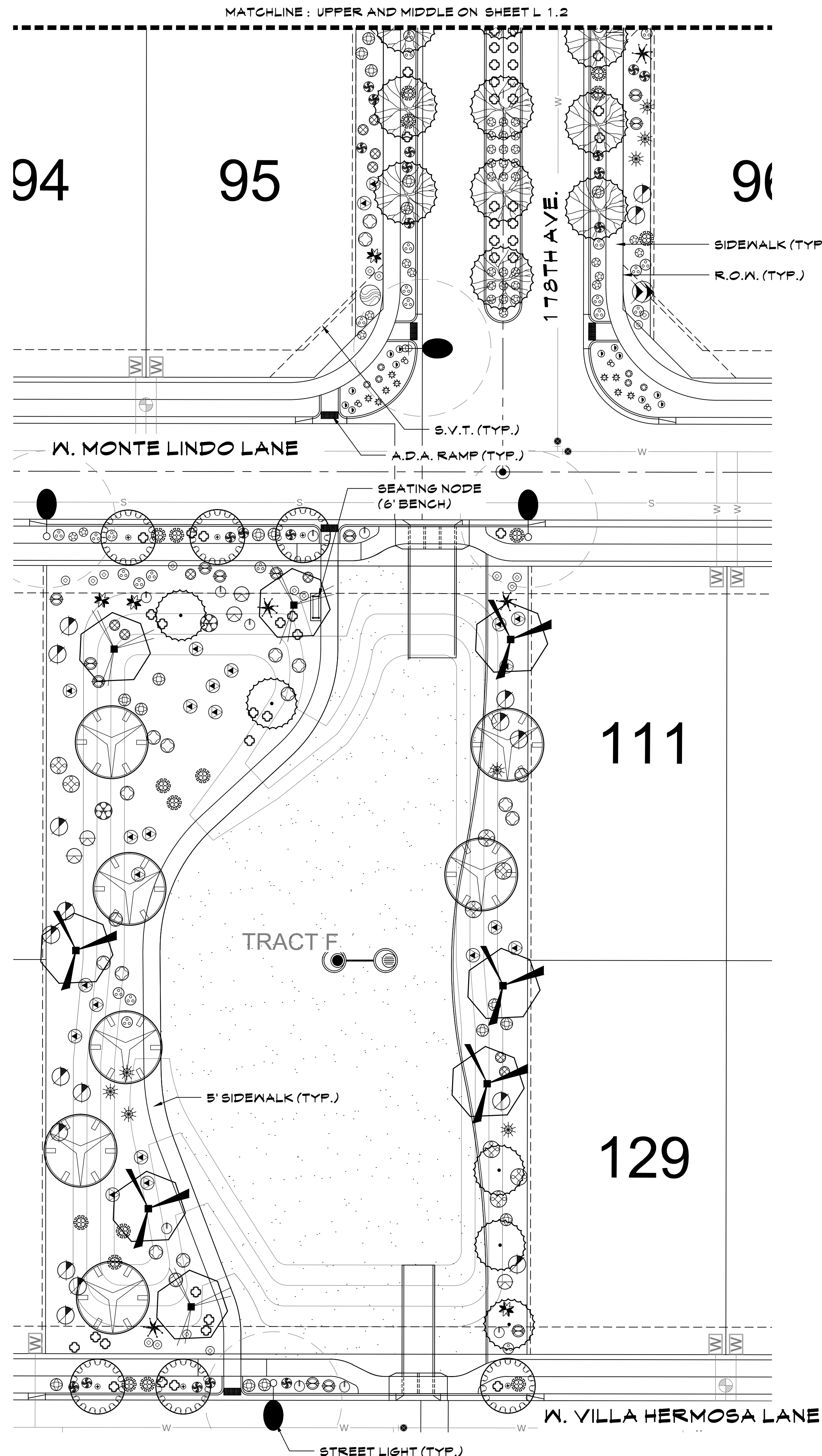
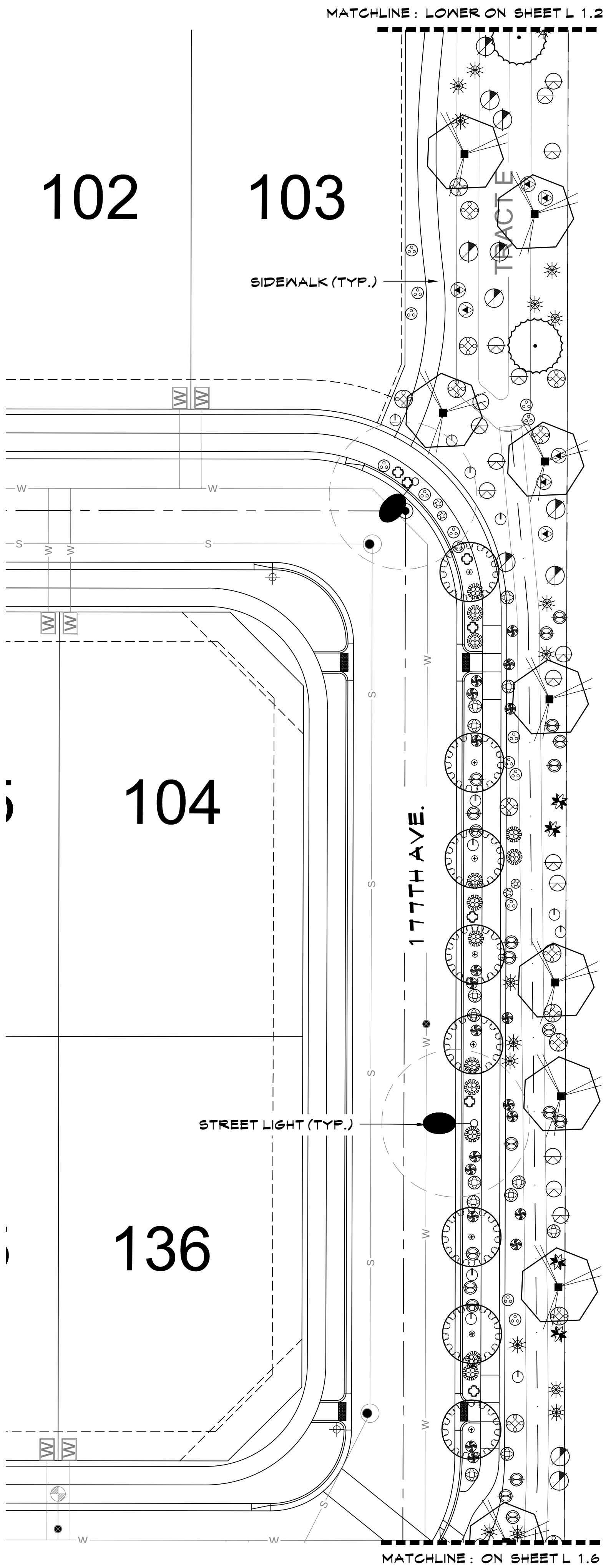
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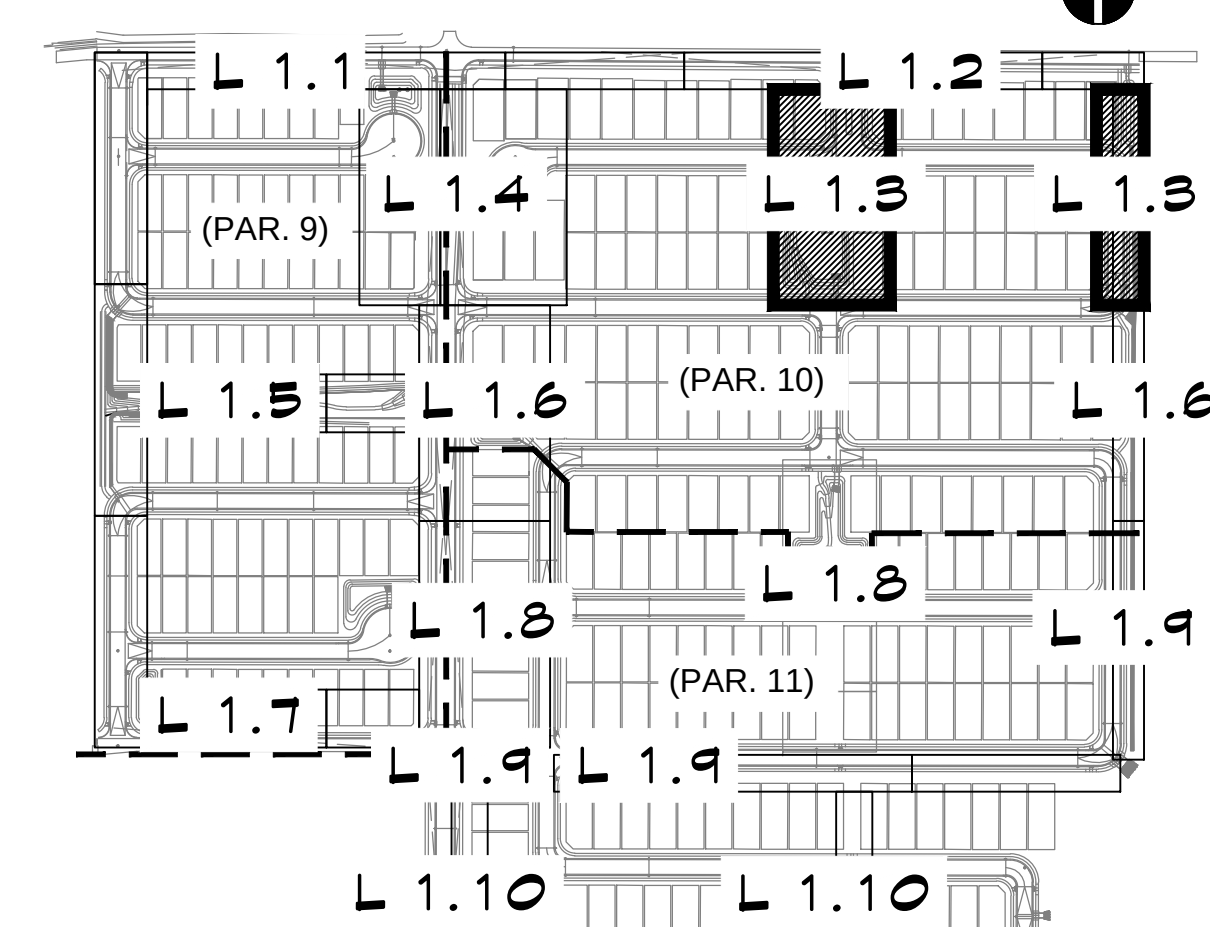
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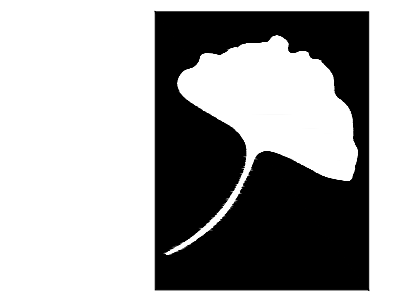
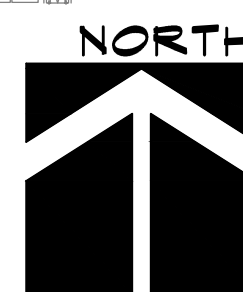
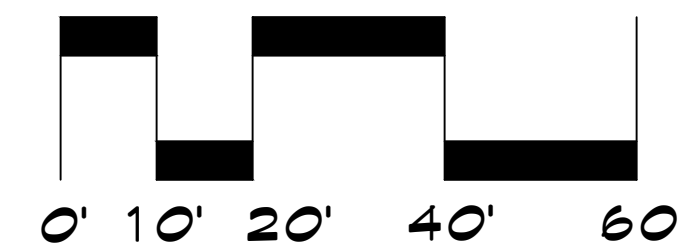
PLANT LEGEND

TREES	ACACIA ANEURA / MULGA
	ACACIA SALICINA / WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS	PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
	SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
	ENCELIA FARINOSA / BRITTLEBUSH
	HYPTIS EMORYI / DESERT LAVENDER
ACCENTS	JUSTICIA CALIFORNICA / CHUPAROSA
	LARREA TRIDENTATA / CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS / JOJOBA
	SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS	AGAVE AMERICANA / AMERICAN AGAVE
	AGAVE PARRII / PARRY'S AGAVE
	ASCLEPIUS SUBULATA / DESERT MILKNEED
	BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
	DASYLIRION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE	FOUQUERIA SPLENDENS / OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS / DEER GRASS
	OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
	AMEROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
KEY MAP	BAILEYA MULTIRADIATA / DESERT MARIGOLD
	EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
	ACACIA REDOLENS / TRAILING ACACIA
	TURF- MID-IRON BERMUDA SOD.
	DECOMPOSED GRANITE- T.B.D. BY OWNER.
SCALE	SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')
	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
	EUPHORBIA RIGIDA / GOPHER PLANT
	EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN

AUSTIN RANCH EAST - PHASE 2

SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION

PEORIA, ARIZONA

PREPARED FOR: COURTLAND HOMES

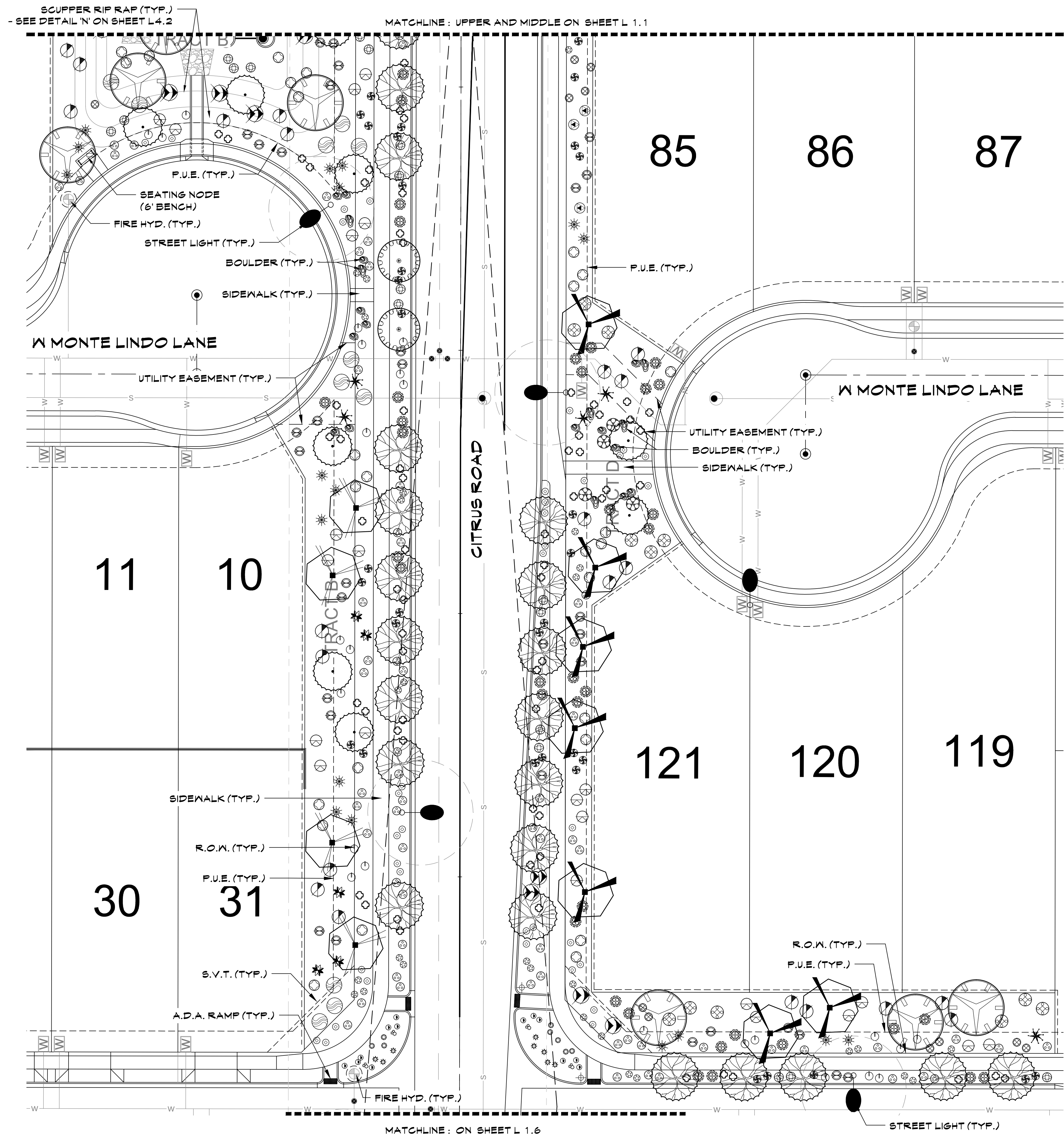
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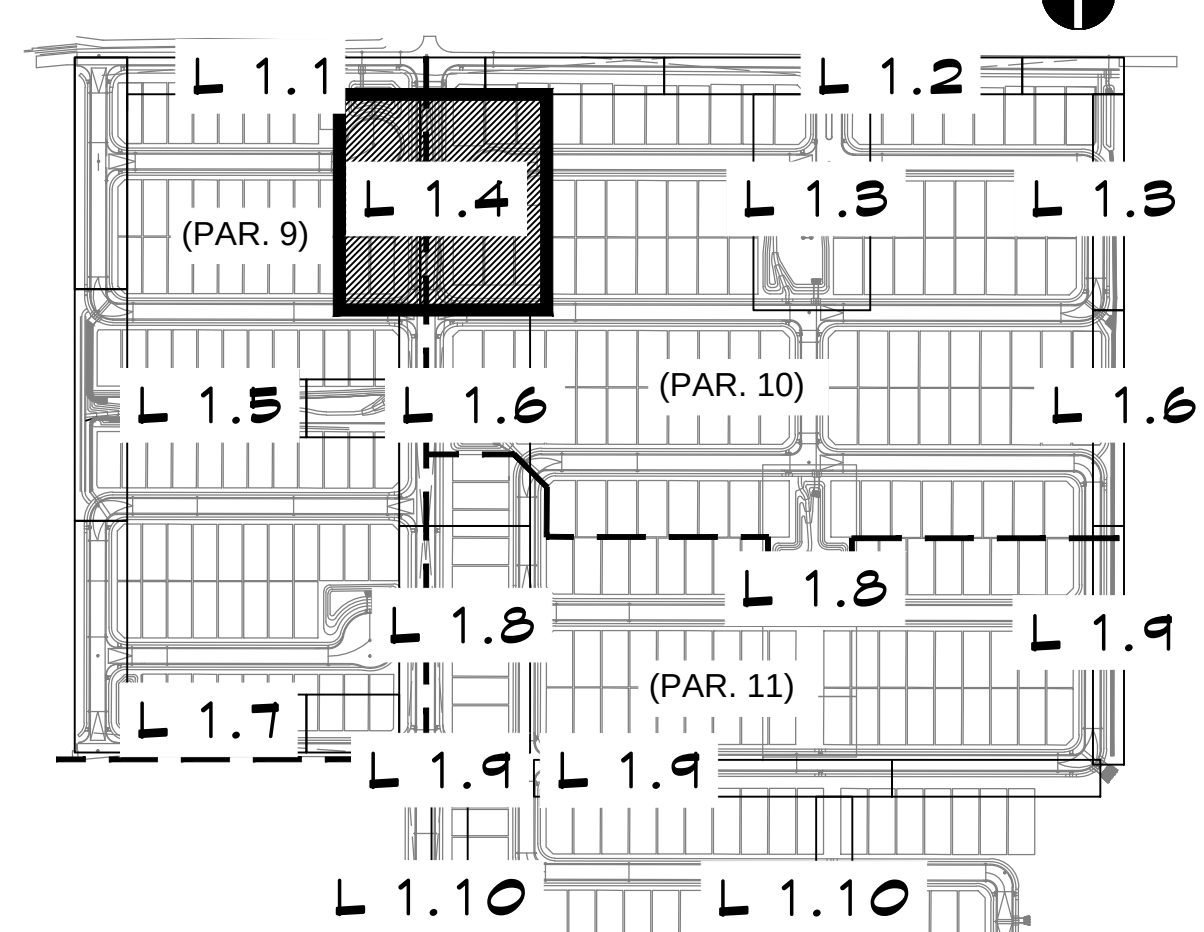
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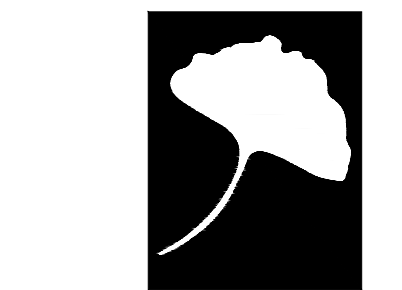
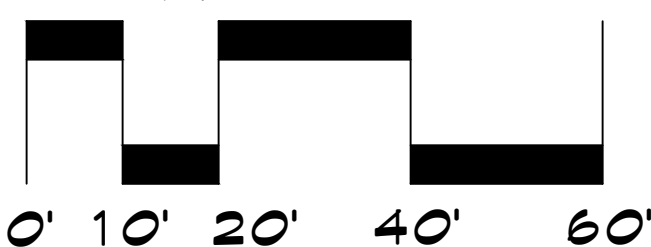
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHIOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
SHRUBS		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
ACCENTS		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
GROUND COVERS		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIUM WHEELERI / DESERT SPOON
		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'FERPA' / BRAKELIGHTS RED YUCCA
INTERSECTION PLANTER PALETTE		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNTIA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
KEY MAP		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B= 3'X3'X3')
		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
SCUPEE RIP RAP (TYP.)		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA
		SCUPEE RIP RAP (TYP.)
		SEE DETAIL N' ON SHEET L 4.2

KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN AUSTIN RANCH EAST - PHASE 2 SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION PEORIA, ARIZONA PREPARED FOR: COURTLAND HOMES

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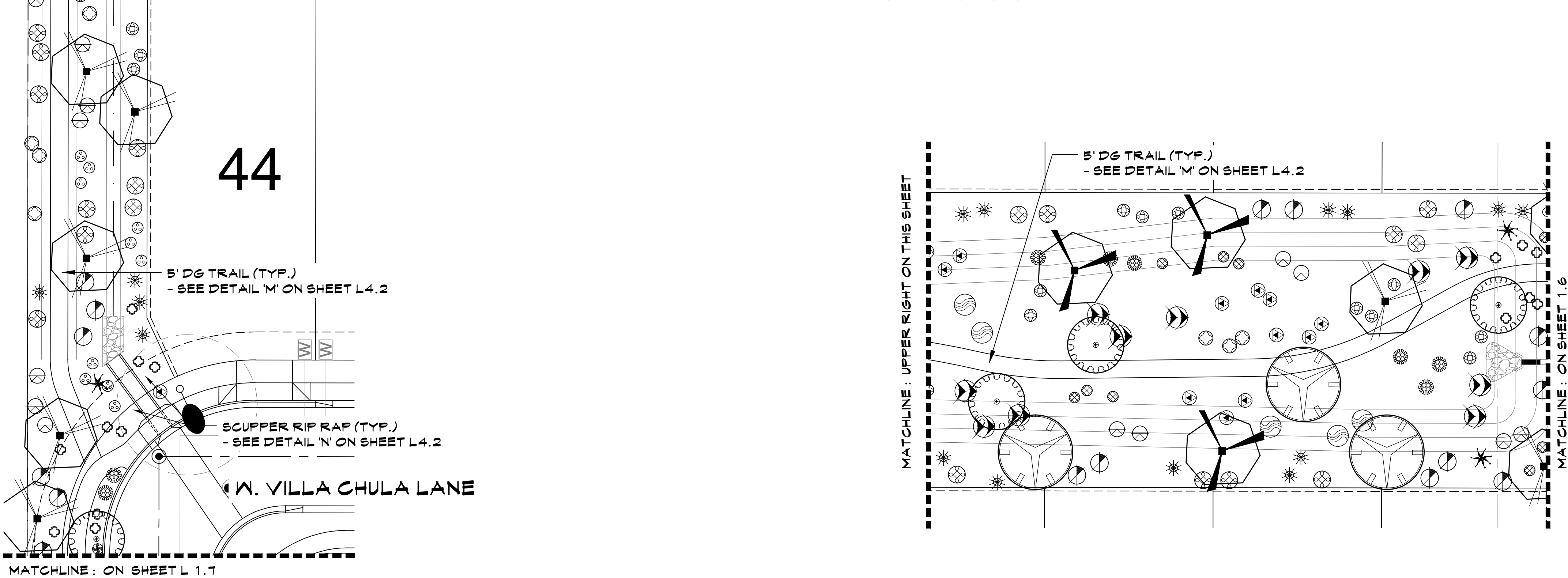
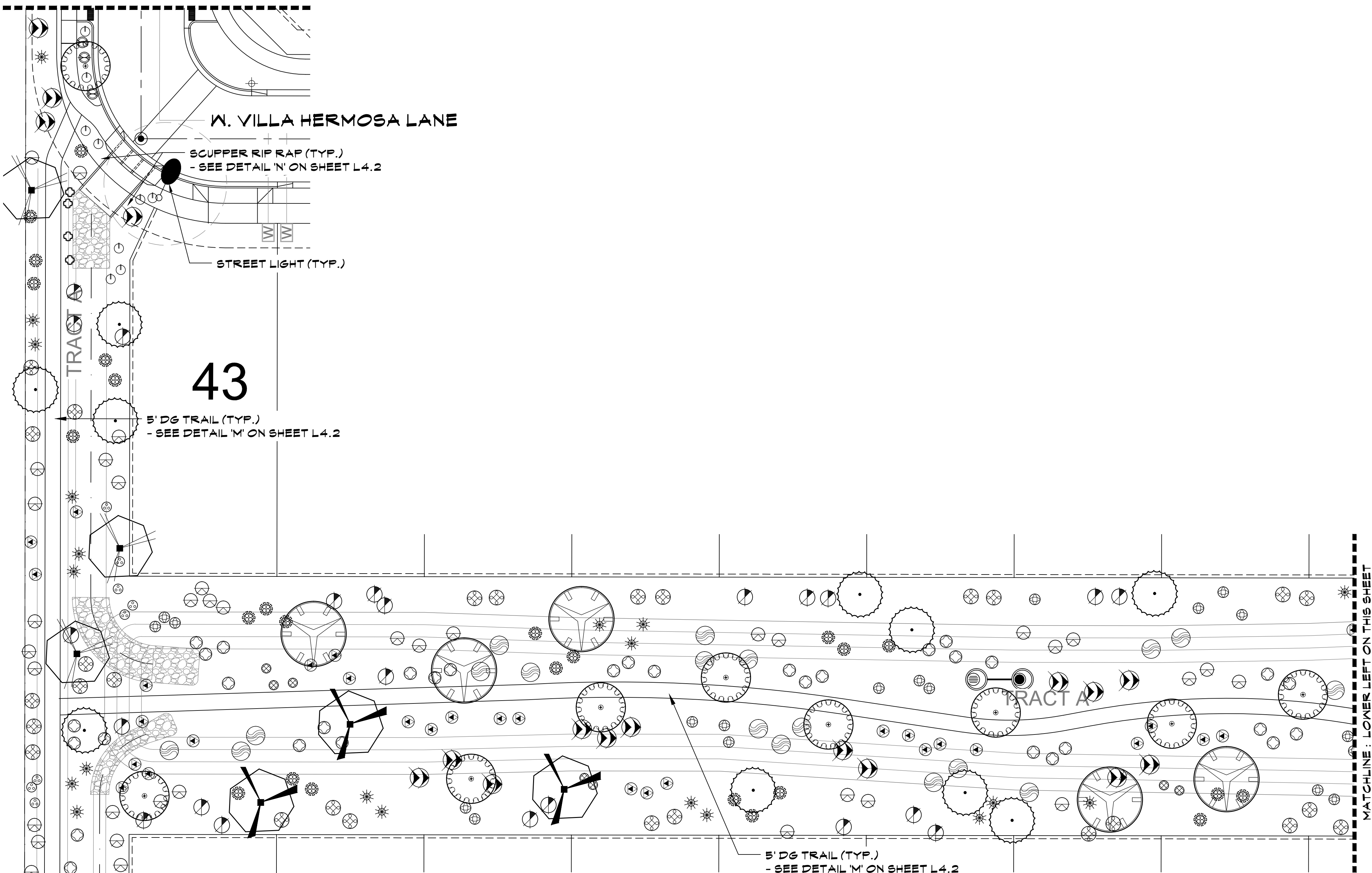
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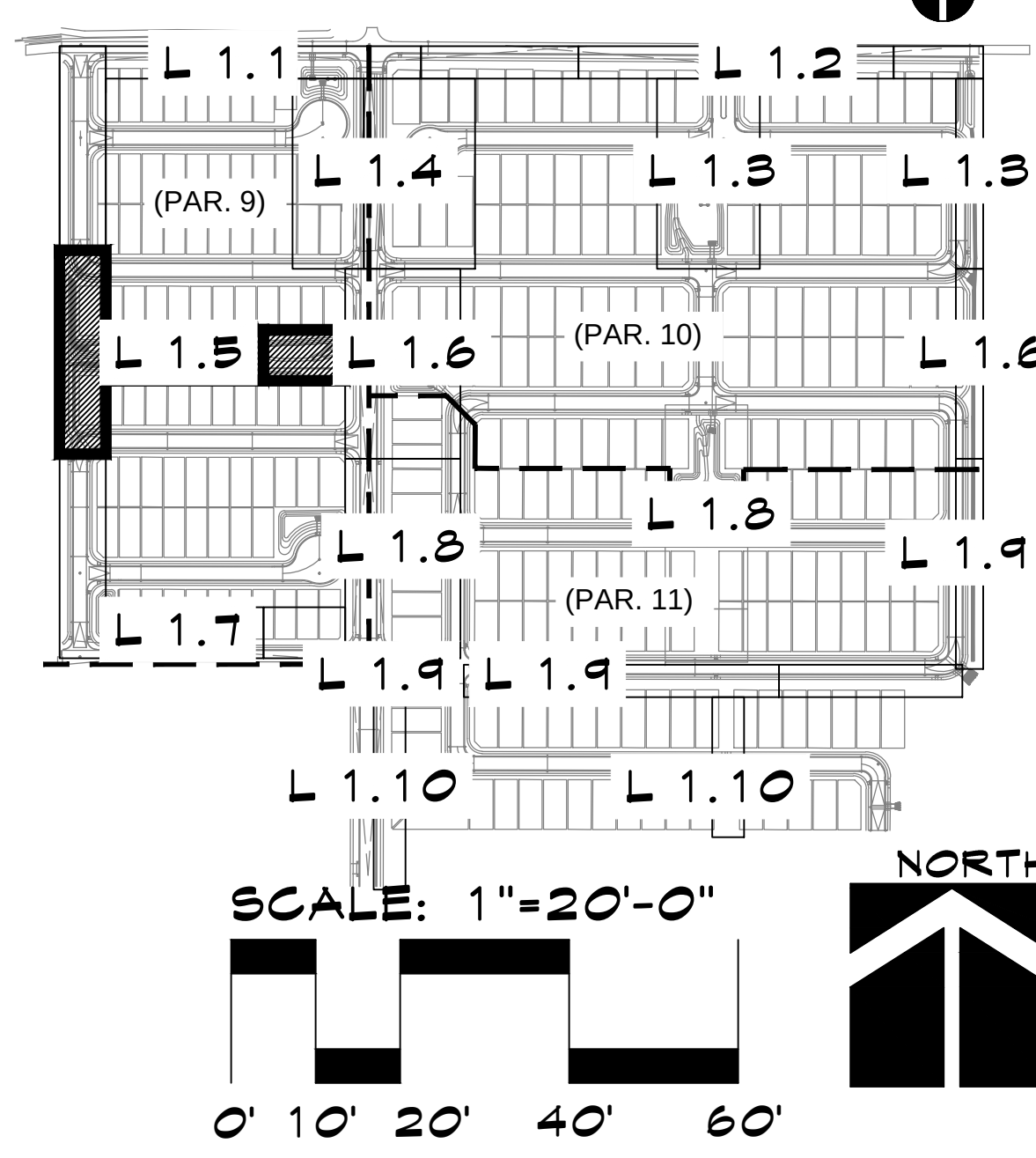
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PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIRION WHEELERI / DESERT SPOON
		FOUQUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
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		SURFACE SELECT BOULDERS (A = 2'X3'X4'. B = 3'X3'X3')
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		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



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AUSTIN RANCH EAST - PHASE 2
SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION
PEORIA, ARIZONA
PREPARED FOR: COURTLAND HOMES

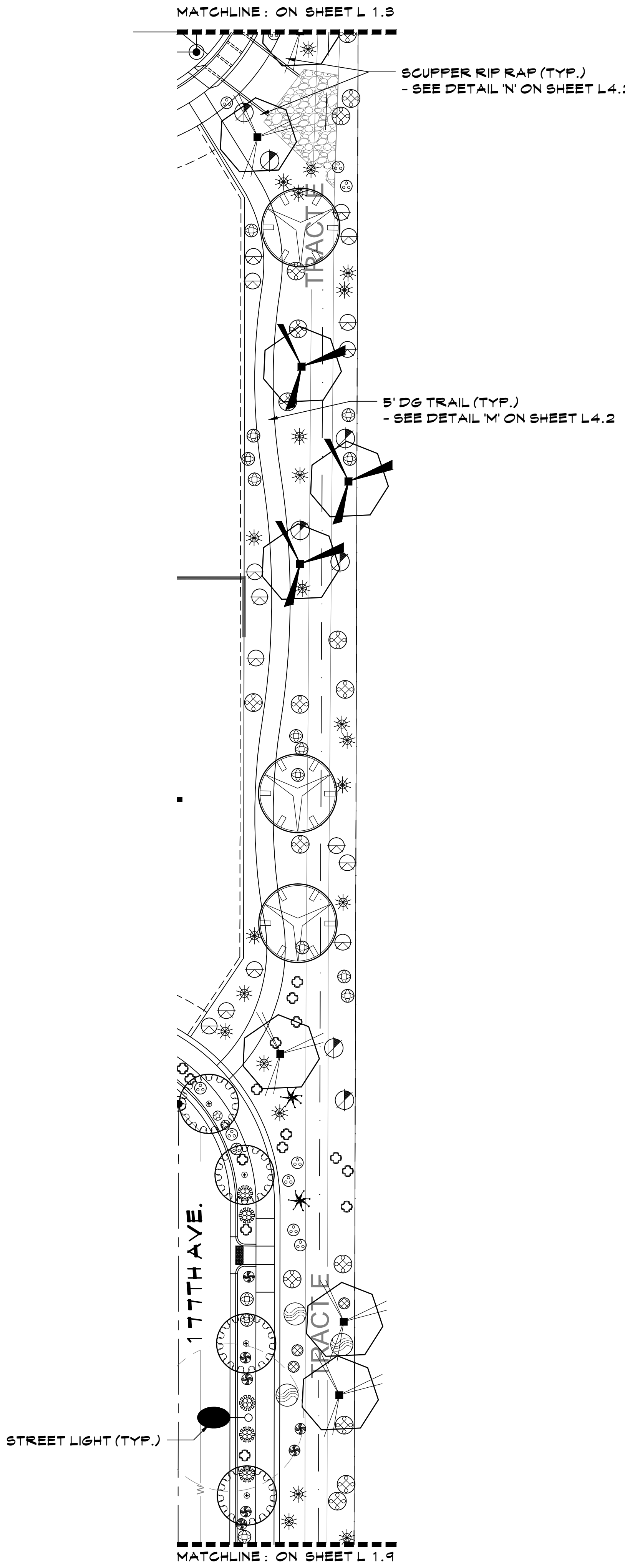
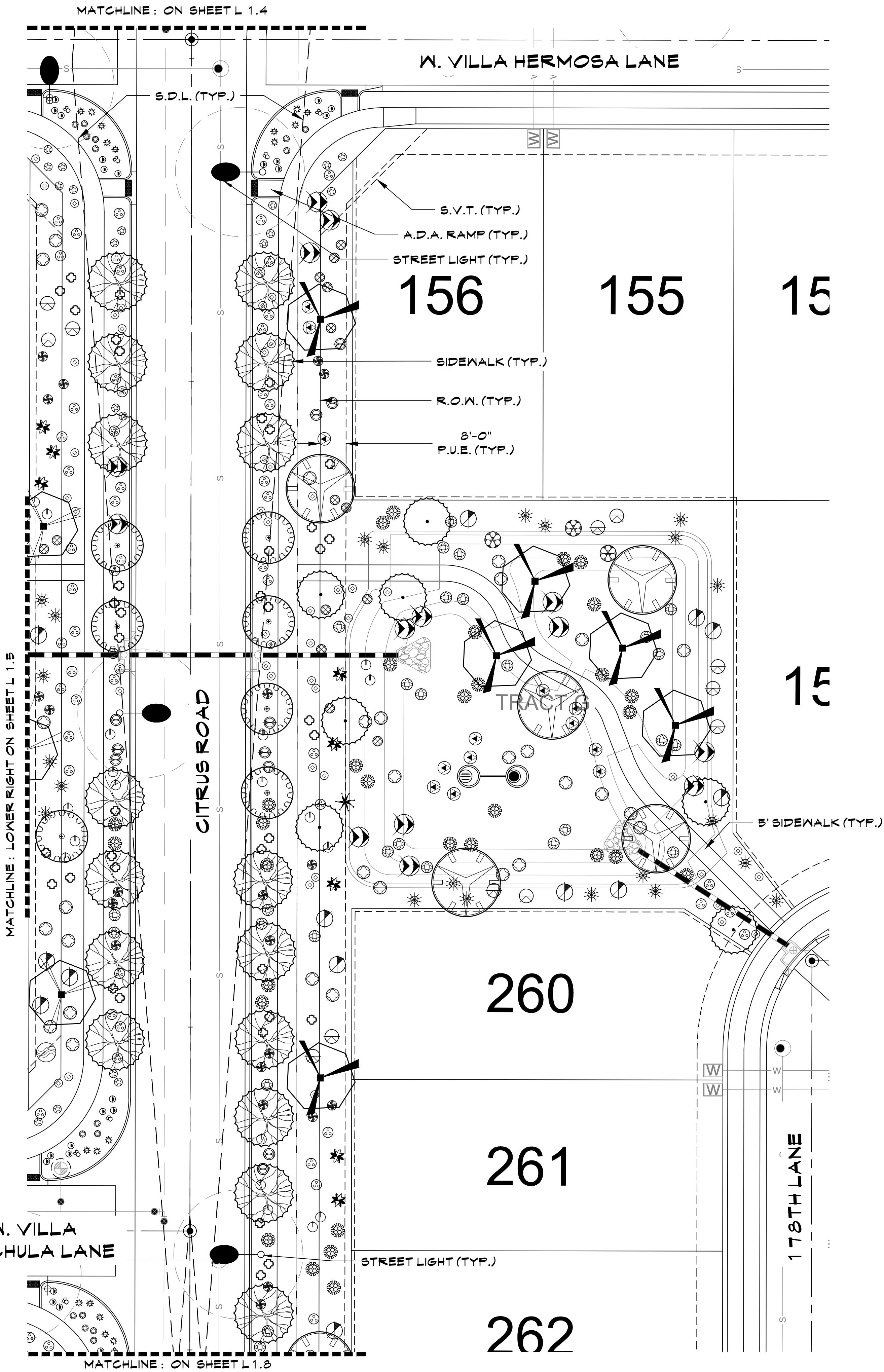
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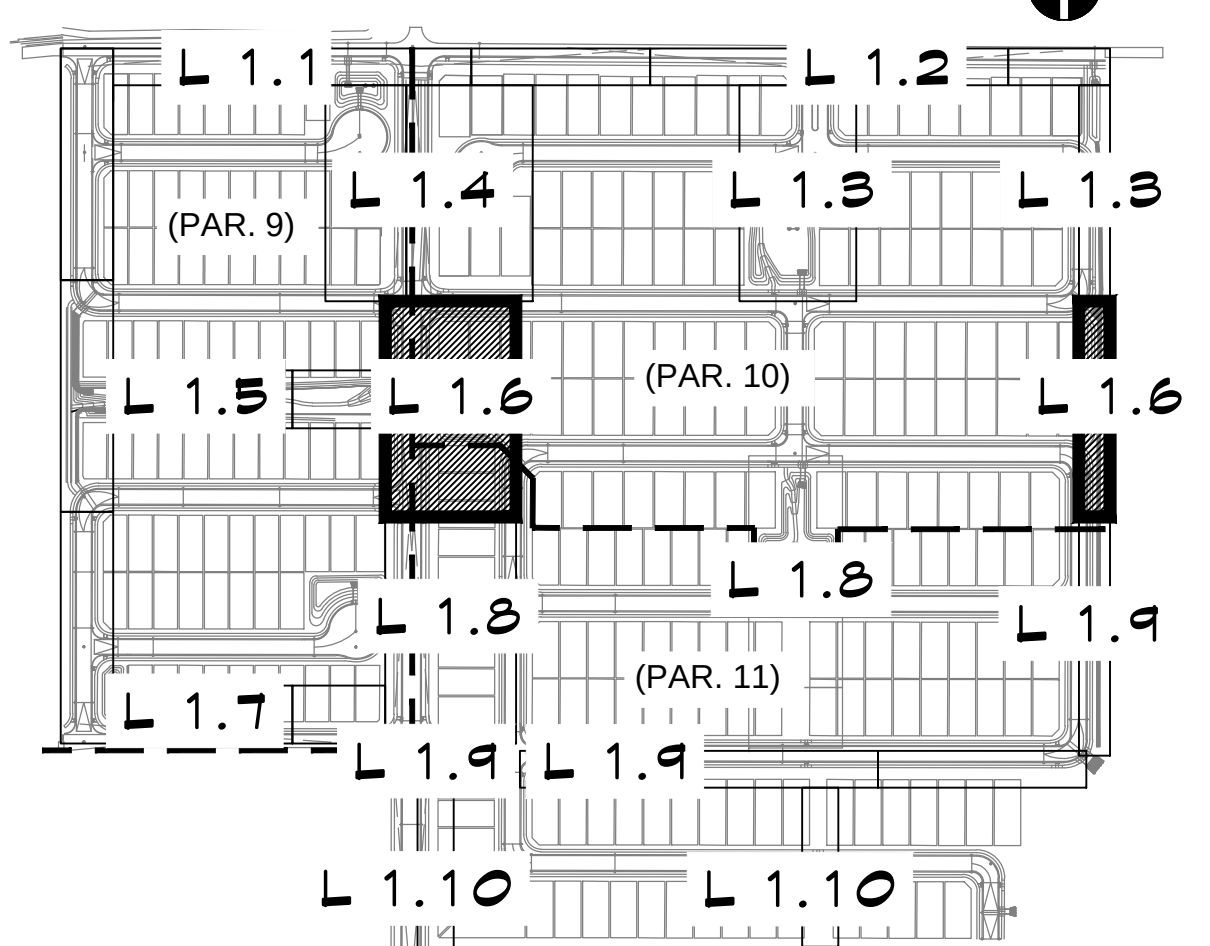


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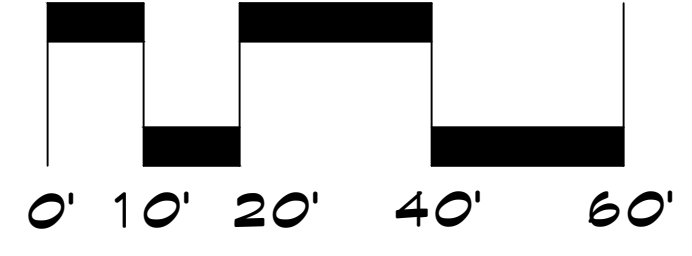
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SHRUBS	CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER ENCELIA FARINOSA / BRITTLEBUSH HYPTIS EMORYI / DESERT LAVENDER JUSTICIA CALIFORNICA / CHUPAROSA LARREA TRIDENTATA / CREOSOTE BUSH LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE SIMMONDSIA CHINENSIS / JOJOBA SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS	AGAVE AMERICANA / AMERICAN AGAVE AGAVE PARRII / PARRY'S AGAVE ASCLEPIUS SUBULATA / DESERT MILKWEED BOUTELOUA GRACILIS / BLONDE AMBITION GRASS DASYLIRION WHEELERI / DESERT SPOON FOUQUERIA SPLENDENS / OCOTILLO HESPERALOE PARVIFLORA 'PERFA' / BRAKELIGHTS RED YUCCA MUHLENBERGIA RIGENS / DEER GRASS OPUNTA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS	AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE BAILEYA MULTIRADIATA / DESERT MARIGOLD EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE' ACACIA REDOLENS / TRAILING ACACIA
	TURF - MID-IRON BERMUDA SOD. DECOMPOSED GRANITE - T.B.D. BY OWNER. SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')

INTERSECTION PLANTER PALETTE	
	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
	EUPHORBIA RIGIDA / GOPHER PLANT
	EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



McGough Group

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PLANTING PLAN

AUSTIN RANCH EAST - PHASE 2

SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION
PEORIA, ARIZONA

PREPARED FOR: COURTLAND HOMES

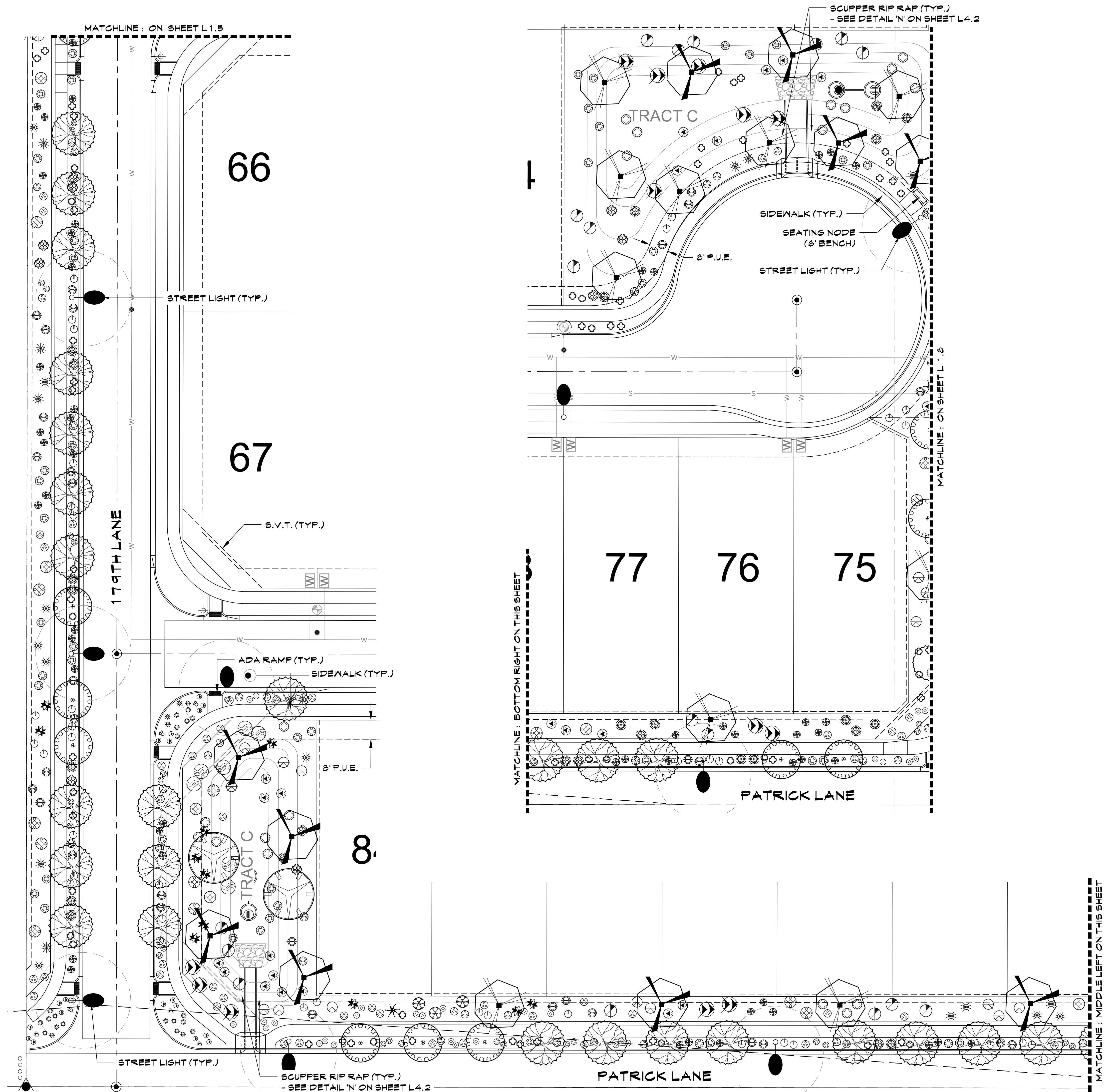
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JOB NO. 17-27
DATE: 07-31-2018
DRAWN BY: NA
CHECKED BY: TM

REVISIONS:

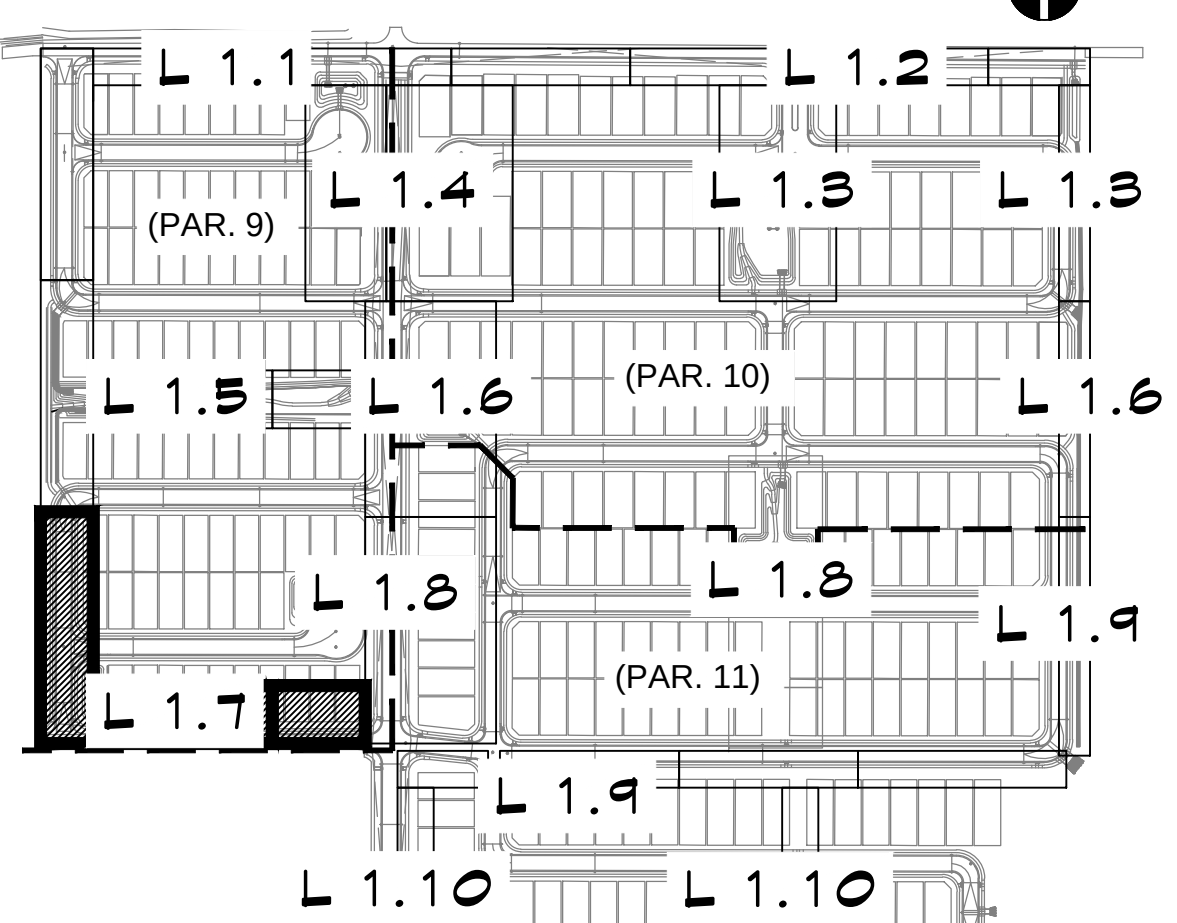
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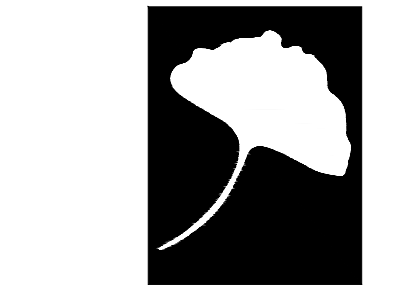
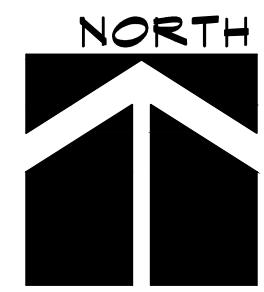
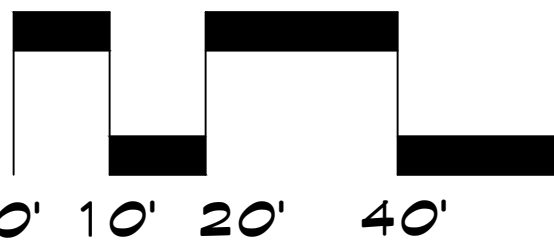
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUAN SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE		FOUQUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
GROUND COVERS		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
GROUND COVERS		SURFACE SELECT BOULDERS (A = 2'X3'X4', B= 3'X3'X3')
		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
GROUND COVERS		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN AUSTIN RANCH EAST - PHASE 2 SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION PEORIA, ARIZONA PREPARED FOR: COURTLAND HOMES

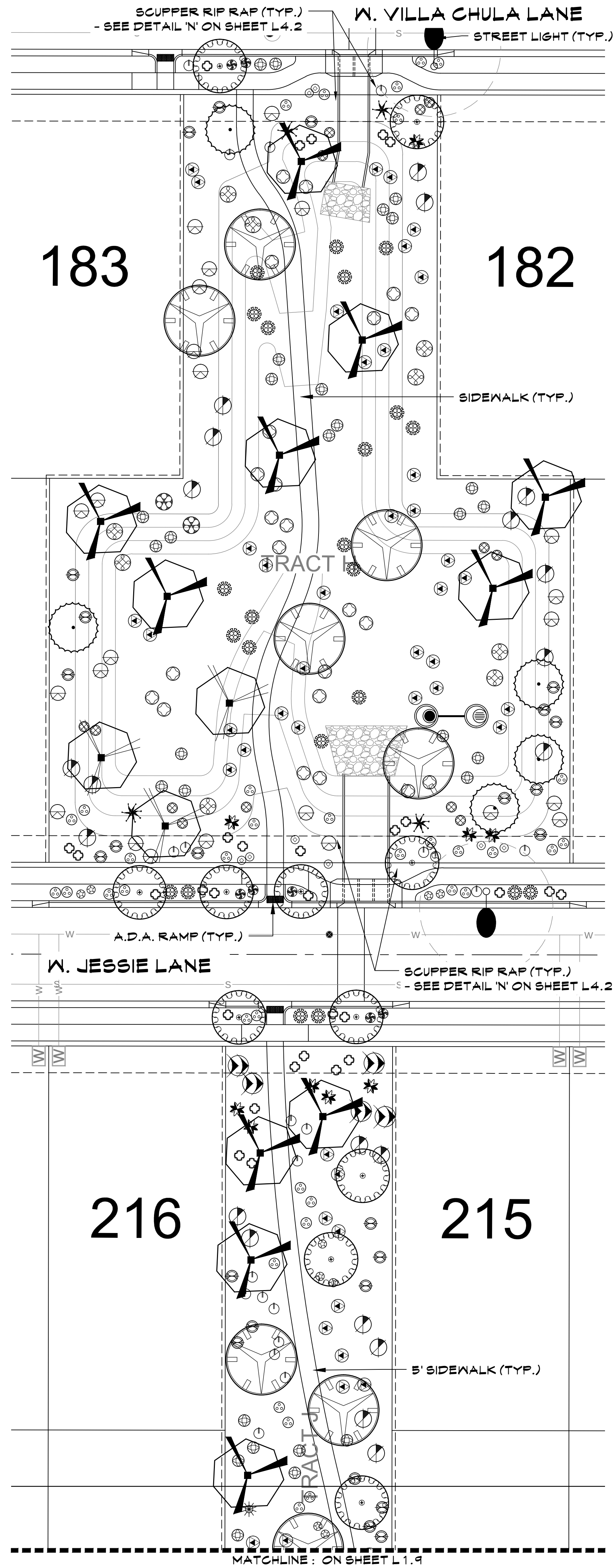
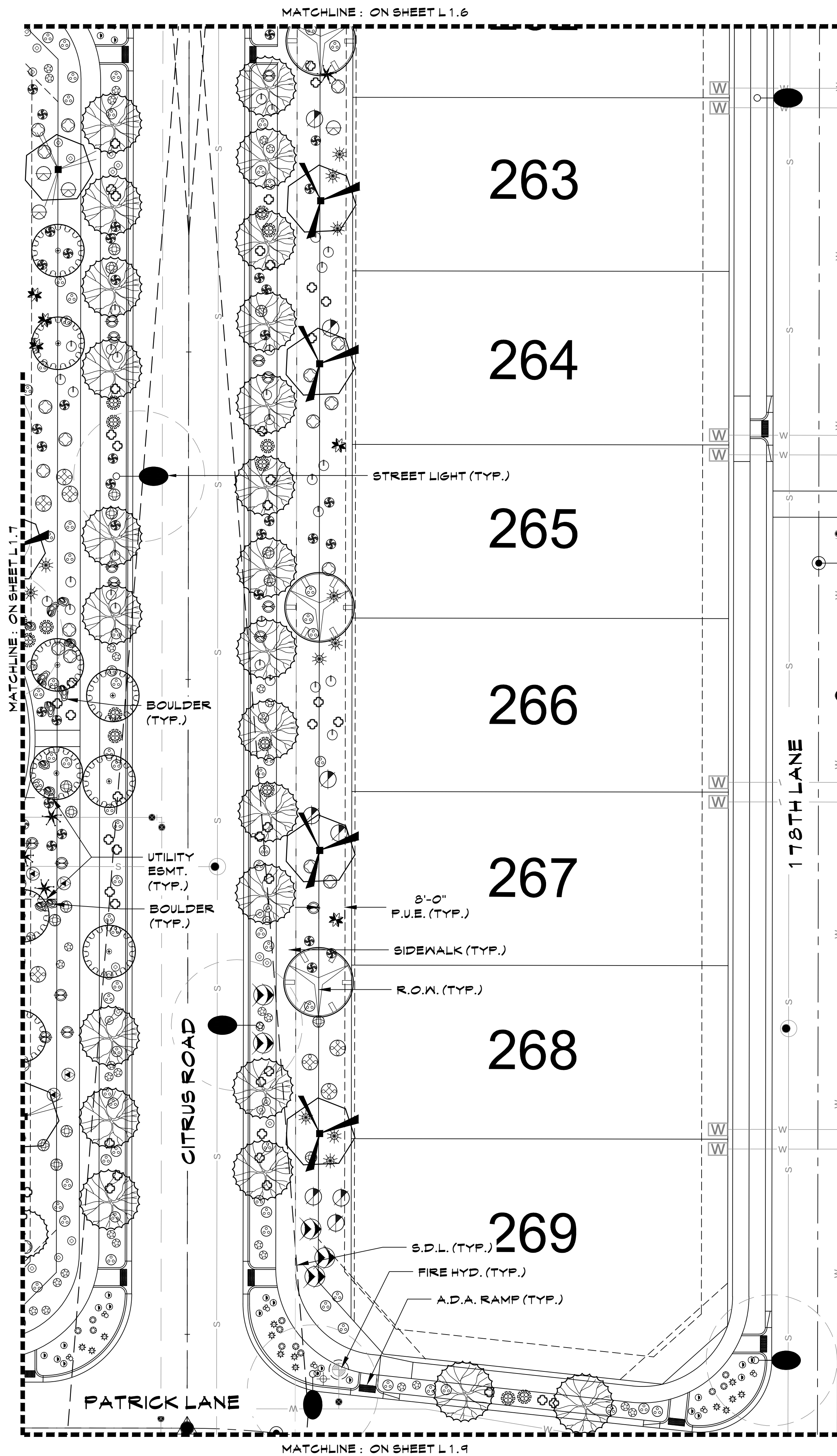
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JOB NO. 17-27
DATE: 07-31-2018
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CHECKED BY: TM

REVISIONS:

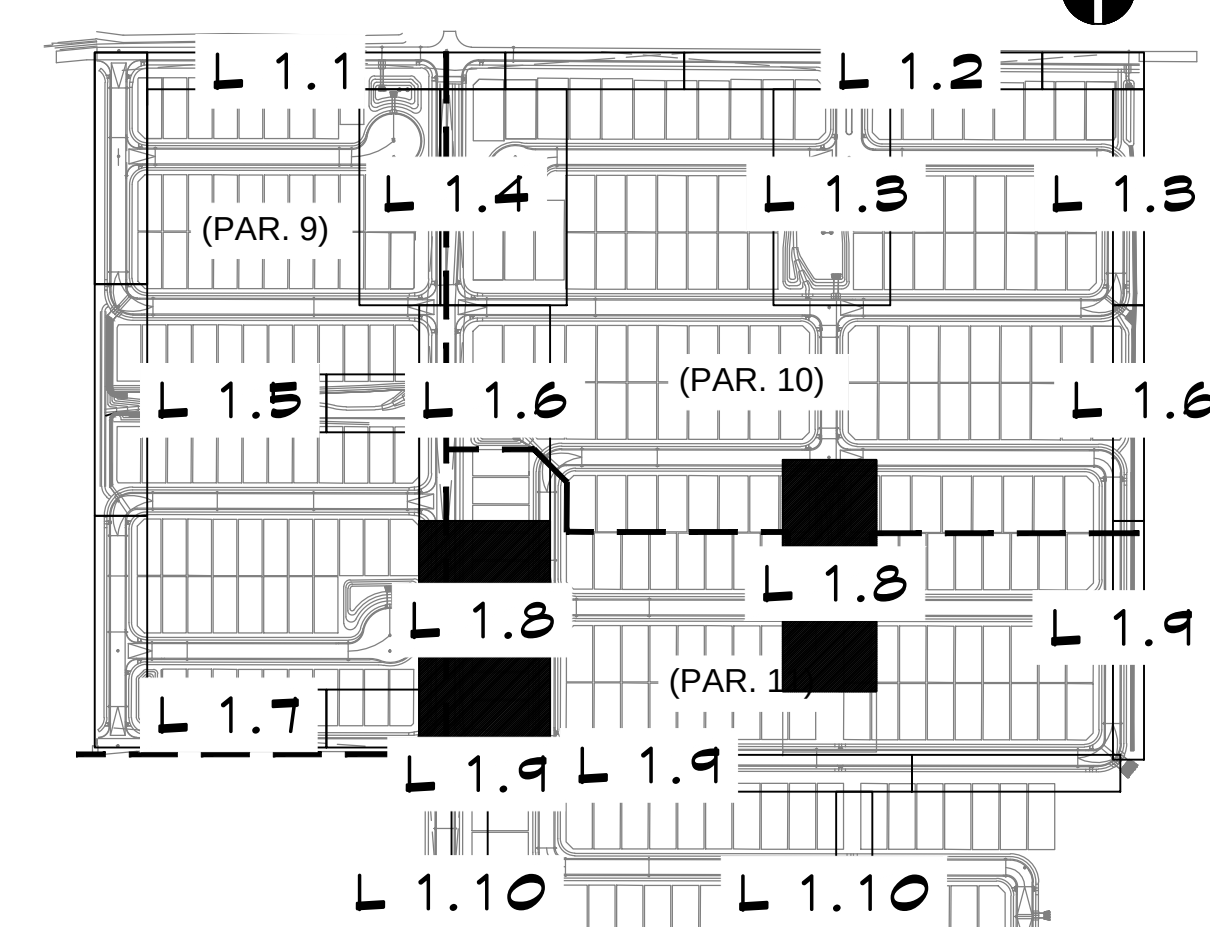
SHEET NO. L1.7



PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHIOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / 'AZT THORNLESS MESQUITE'
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIAS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIION WHEELERI / DESERT SPOON
INTERSECTION PLANTER PALETTE		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'FERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
GROUND COVERS		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
INTERSECTION PLANTER PALETTE		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELLA
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B= 3'X3'X3')

KEY MAP



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PLANTING PLAN

AUSTIN RANCH EAST - PHASE 2

SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION
PEORIA, ARIZONA

PREPARED FOR: COURTLAND HOMES

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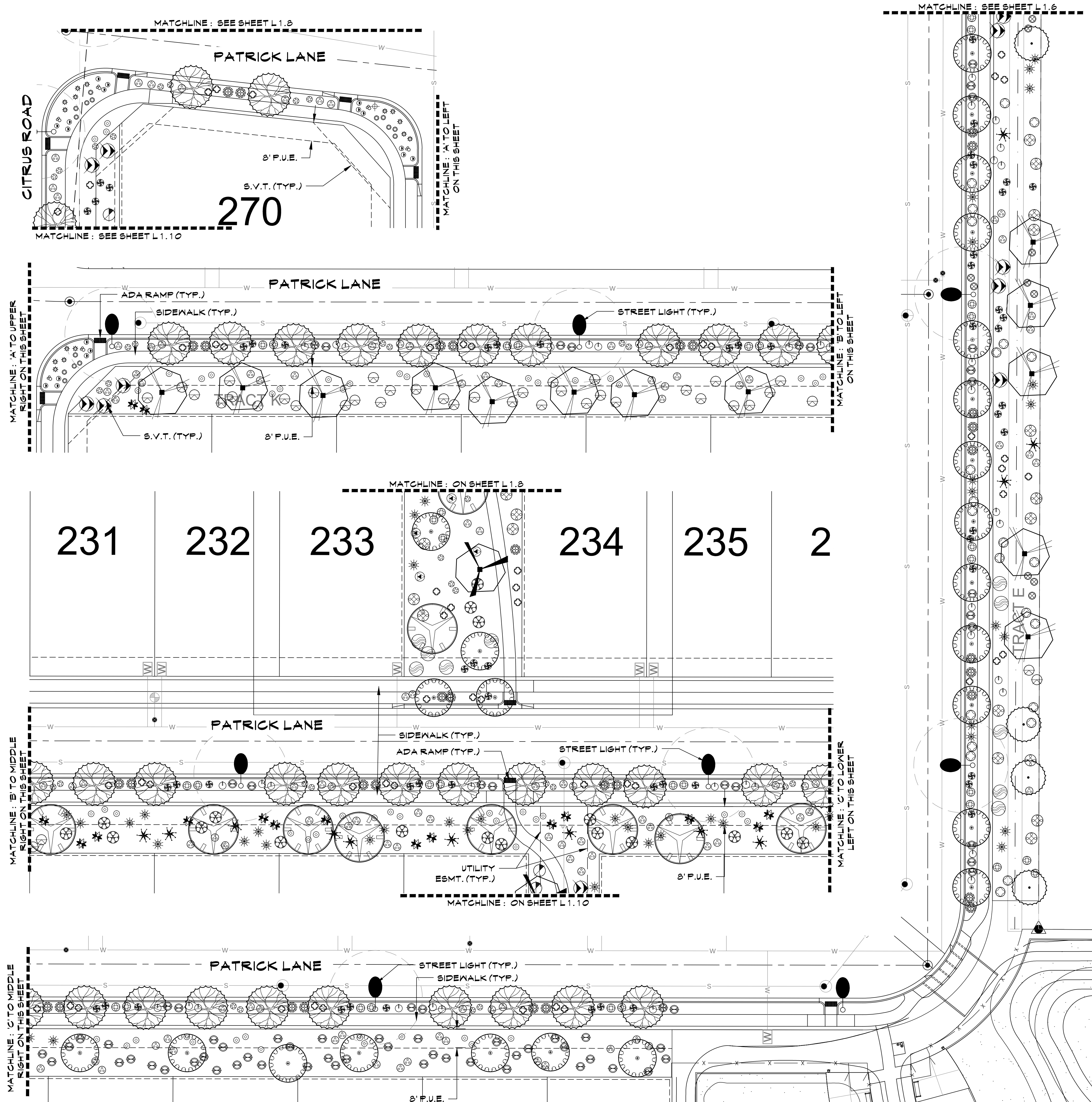
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REVISIONS:

SHEET NO.
L 1.8

9 OF 25

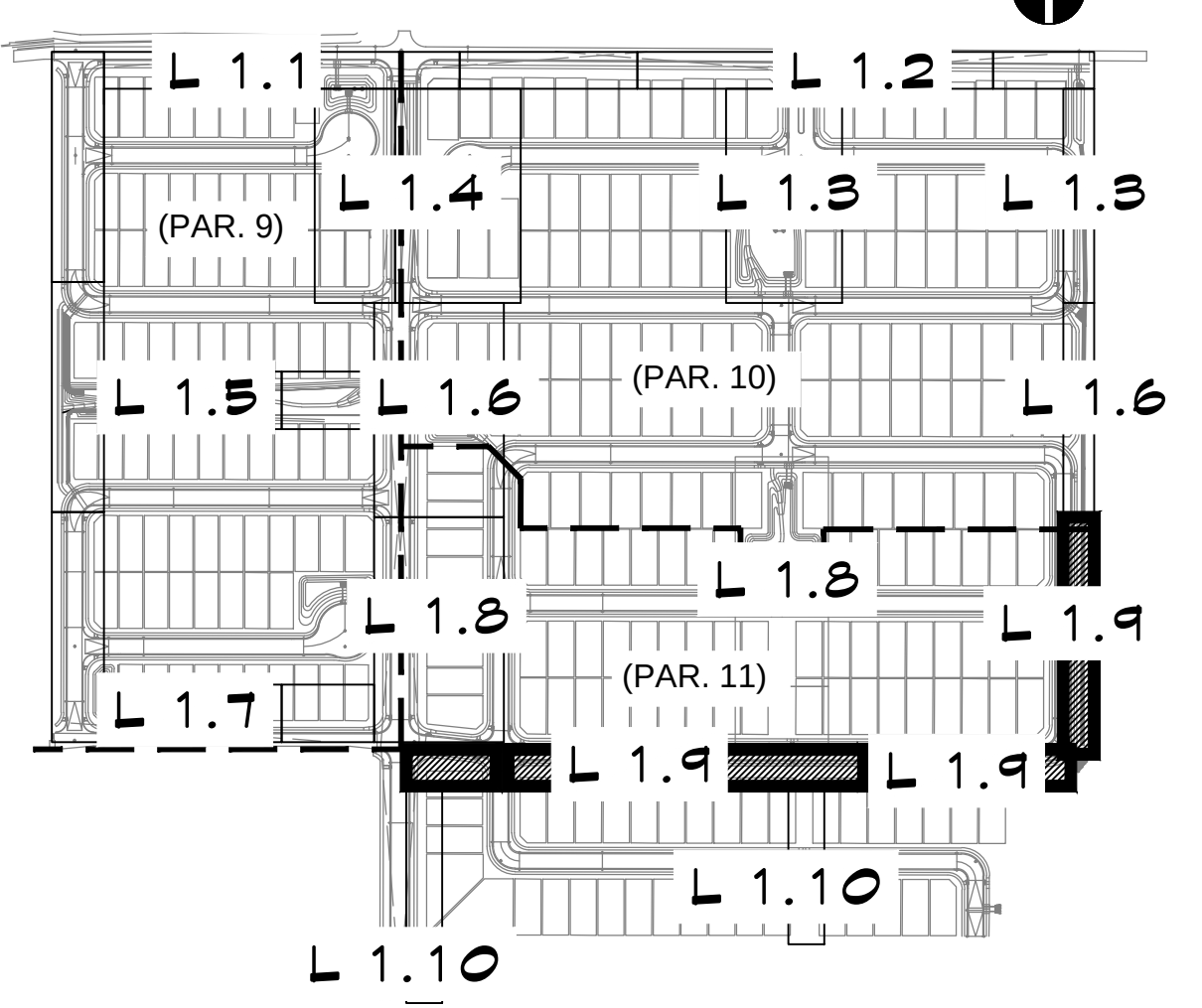


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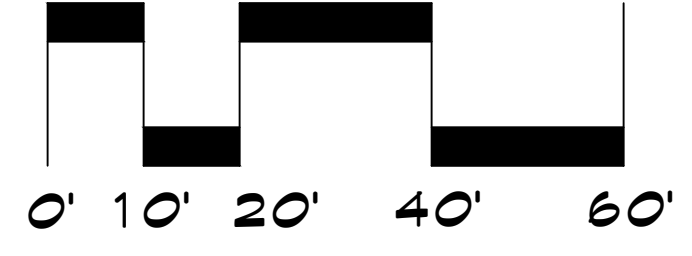
TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA/WILLOW ACACIA
		CHILOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA/BLUE PALO VERDE
SHRUBS		PROSOPIS HYBRID 'AZT' / "AZT THORNLESS MESQUITE"
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
ACCENTS		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
GROUND COVERS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIUS SUBULATA/ DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIRION WHEELERI/ DESERT SPOON
		FOUQUERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B = 3'X3'X3')

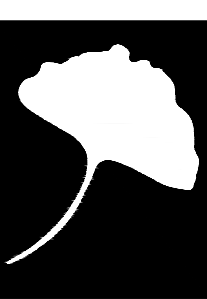
INTERSECTION PLANTER PALETTE	
	EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
	CHRYSACTINIA MEXICANA / DAMIANITA DAISY
	EUPHORBIA RIGIDA / GOPHER PLANT
	EUPHORBIA ANTISYPHILITICA / CANDELLILLA

KEY MAP



SCALE: 1"=20'-0"




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PLANTING PLAN
AUSTIN RANCH EAST - PHASE 2
SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION
PEORIA, ARIZONA
PREPARED FOR: COURTLAND HOMES

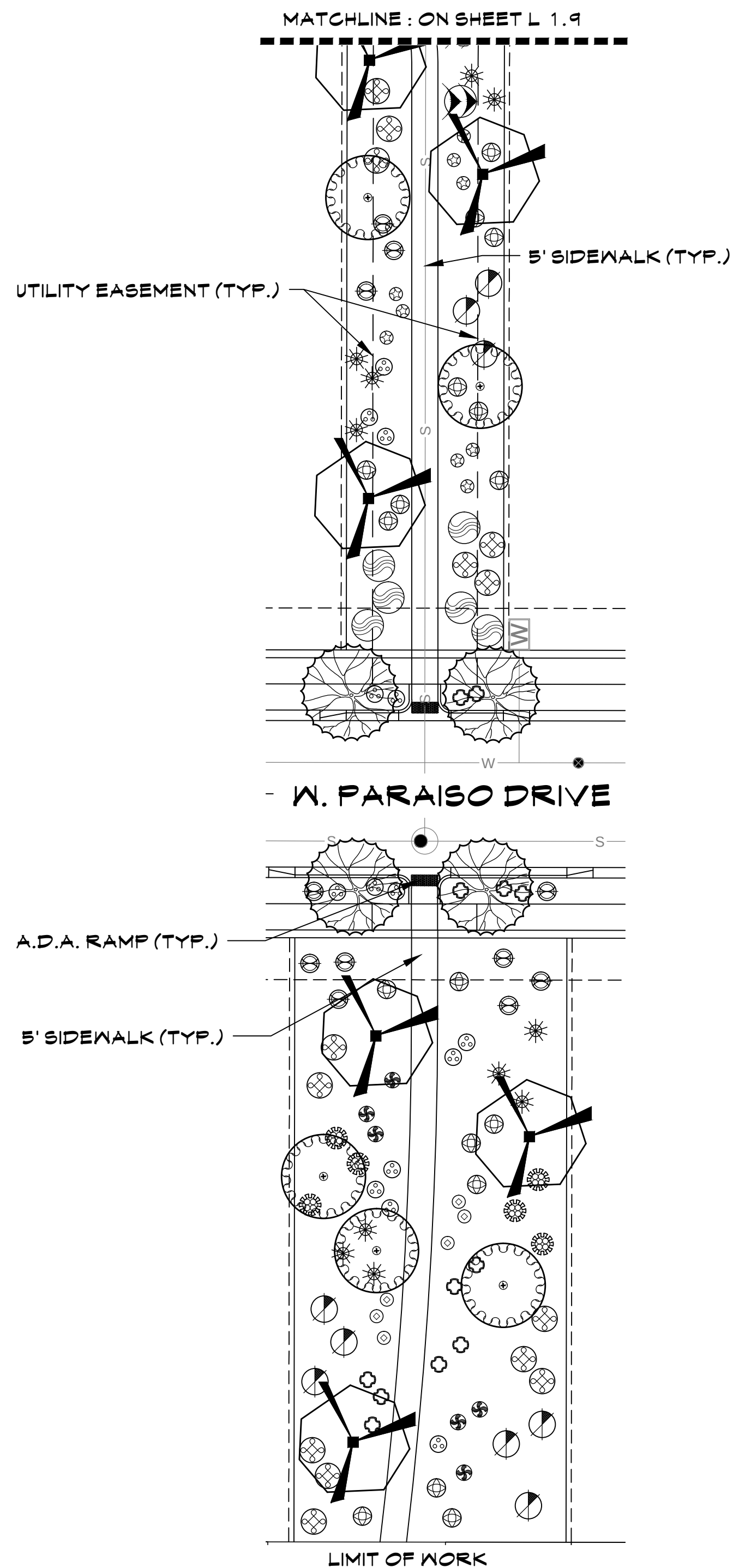
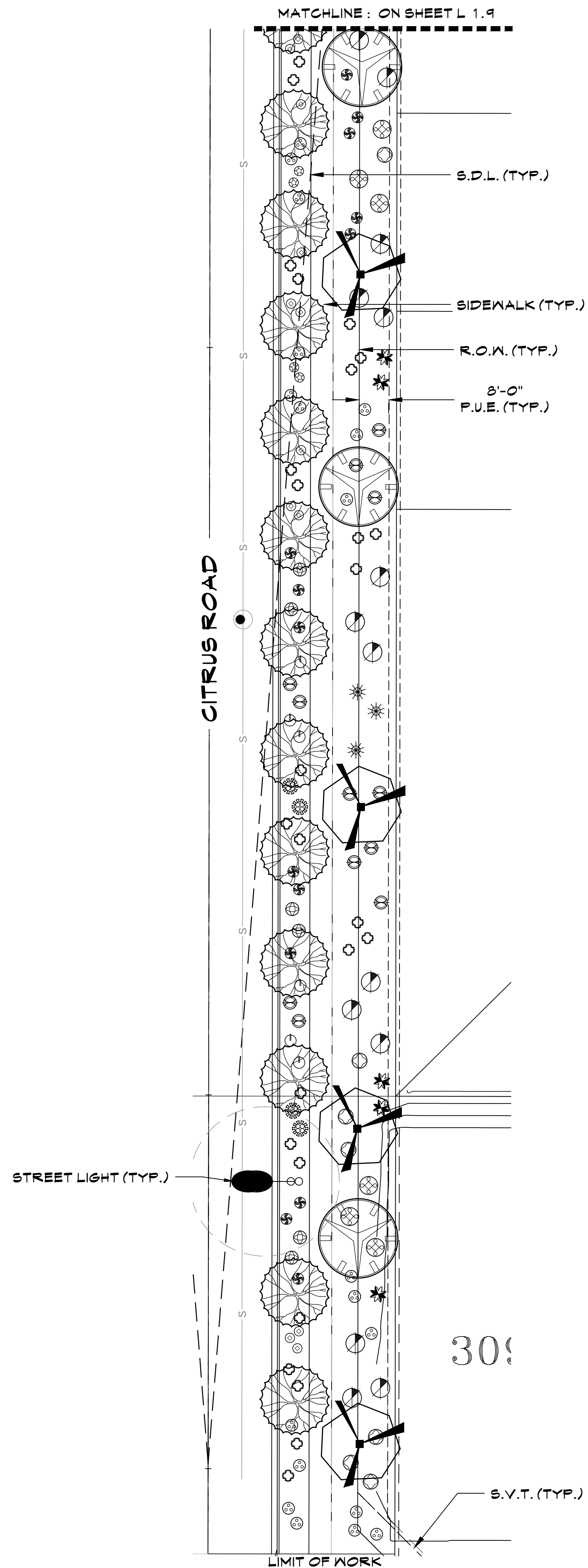
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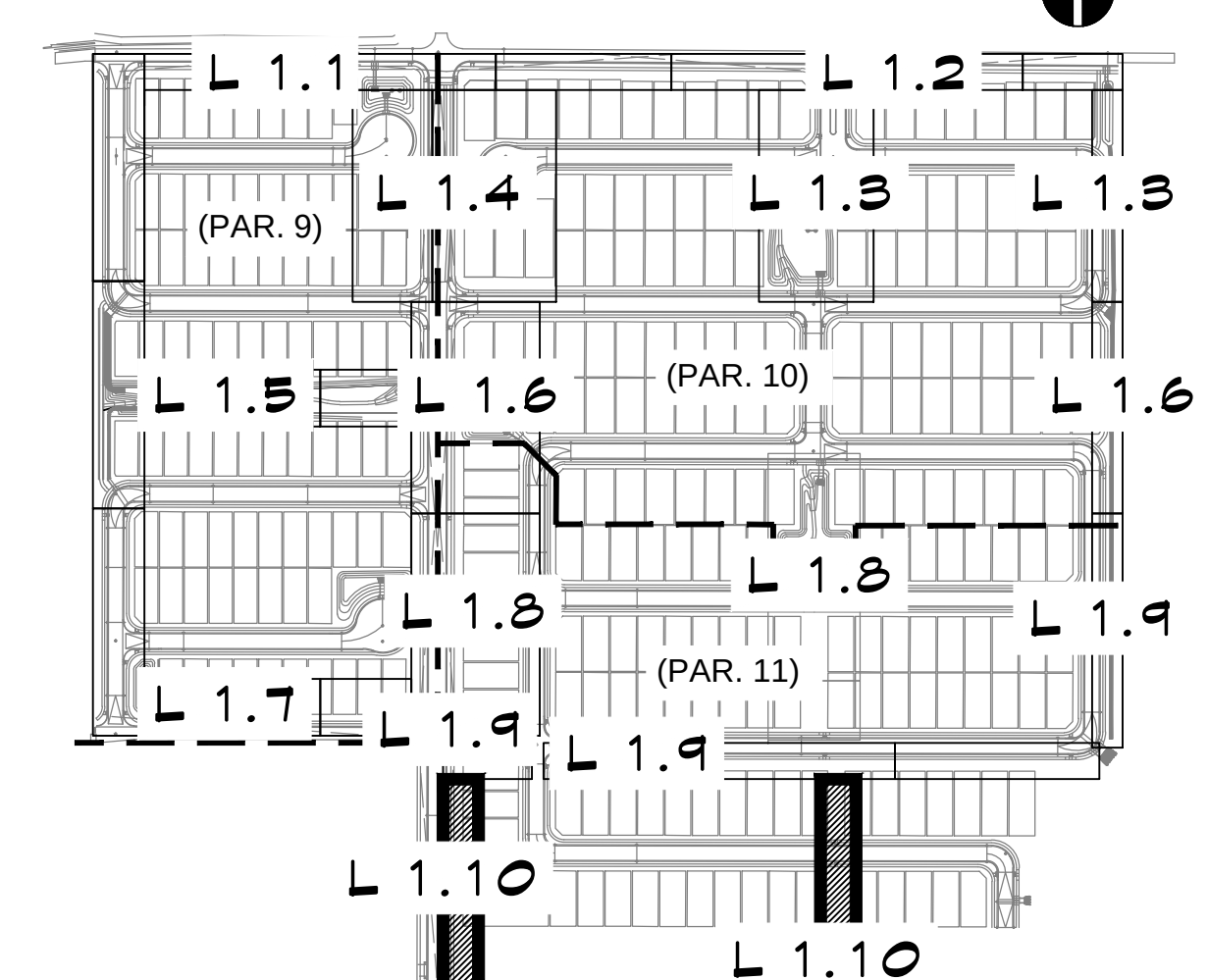
SHEET NO.
L 1.9
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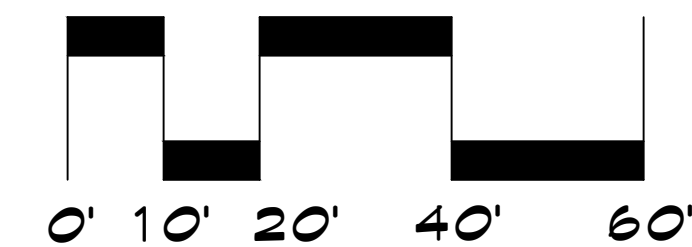
PLANT LEGEND

TREES		ACACIA ANEURA / MULGA
		ACACIA SALICINA / WILLOW ACACIA
		CHIOPSIS SP. 'RIO SALADO' / 'RIO SALADO' DESERT WILLOW
		PARKINSONIA HYBRID / DESERT MUSEUM PALO VERDE
		PARKINSONIA FLORIDA / BLUE PALO VERDE
		PROSOPIS HYBRID 'AZT' / "AZT THORNLESS MESQUITE"
		SALVAGED TREE- SEE SALVAGE PLANS FOR TAG #
SHRUBS		CALLIANDRA ERIOPHYLLA / NATIVE FAIRY DUSTER
		ENCELIA FARINOSA / BRITTLEBUSH
		HYPTIS EMORYI / DESERT LAVENDER
		JUSTICIA CALIFORNICA / CHUPAROSA
		LARREA TRIDENTATA / CREOSOTE BUSH
		LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUA SAGE
		SIMMONDSIA CHINENSIS / JOJOBA
		SPHAERALCEA AMBIGUA / GLOBE MALLOW
ACCENTS		AGAVE AMERICANA / AMERICAN AGAVE
		AGAVE PARRII / PARRY'S AGAVE
		ASCLEPIAS SUBULATA / DESERT MILKWEED
		BOUTELOUA GRACILIS / BLONDE AMBITION GRASS
		DASYLIRION WHEELERI / DESERT SPOON
		FOUQUIERIA SPLENDENS / OCOTILLO
		HESPERALOE PARVIFLORA 'PERPA' / BRAKELIGHTS RED YUCCA
		MUHLENBERGIA RIGENS / DEER GRASS
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
		OPUNITA ENGELMANNII / NATIVE PRICKLY PEAR
GROUND COVERS		AMBROSIA DELTOIDEA / TRIANGLELEAF BUR-SAGE
		BAILEYA MULTIRADIATA / DESERT MARIGOLD
		EREMOPHILA GLABRA HYB. / 'OUTBACK SUNRISE'
		ACACIA REDOLENS / TRAILING ACACIA
		TURF- MID-IRON BERMUDA SOD.
		DECOMPOSED GRANITE- T.B.D. BY OWNER.
		SURFACE SELECT BOULDERS (A = 2'X3'X4', B= 3'X3'X3')
INTERSECTION PLANTER PALETTE		
		EUPHORBIA RESINIFERA / MOROCCAN MOUNDS
		CHRYSACTINIA MEXICANA / DAMIANITA DAISY
		EUPHORBIA RIGIDA / GOPHER PLANT
		EUPHORBIA ANTISYPHILITICA / CANDELILLA

KEY MAP



SCALE: 1"=20'-0"



PLANTING PLAN
AUSTIN RANCH EAST - PHASE 2
 SOUTH OF PINNACLE PEAK AND CITRUS RD. INTERSECTION
 PEORIA, ARIZONA
 PREPARED FOR: COURTLAND HOMES

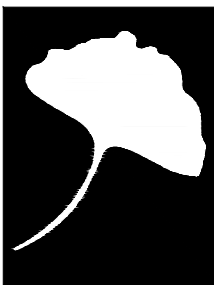
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L 1.10



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Expires: 6-30-2021

WALL PLAN
AUSTIN RANCH EAST - PHASE 2
SOUTH OF PINNACLE PEAK AND CITRUS ROAD INTERSECTION
PEORIA, ARIZONA
PREPARED FOR: COURTLAND HOMES

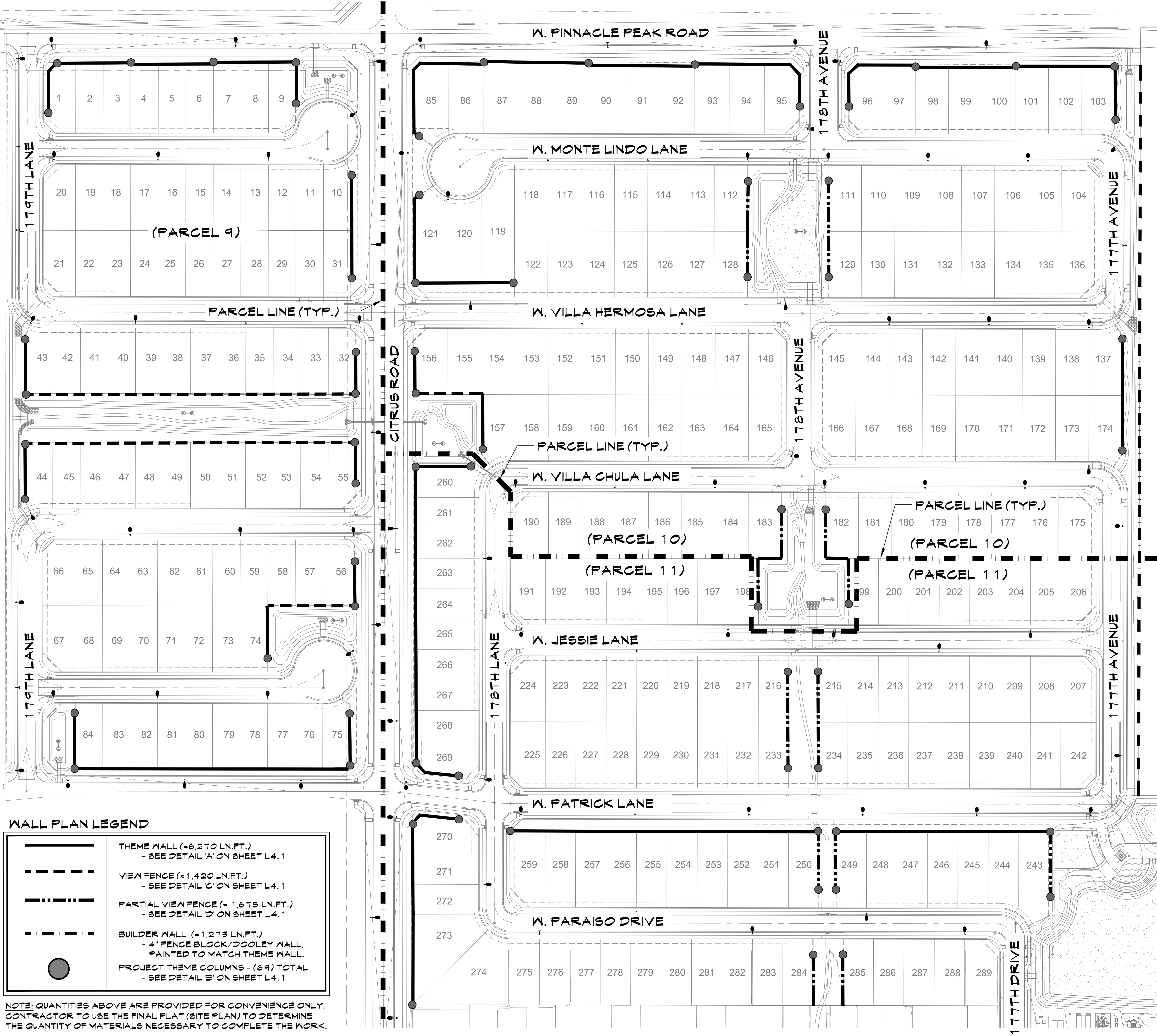
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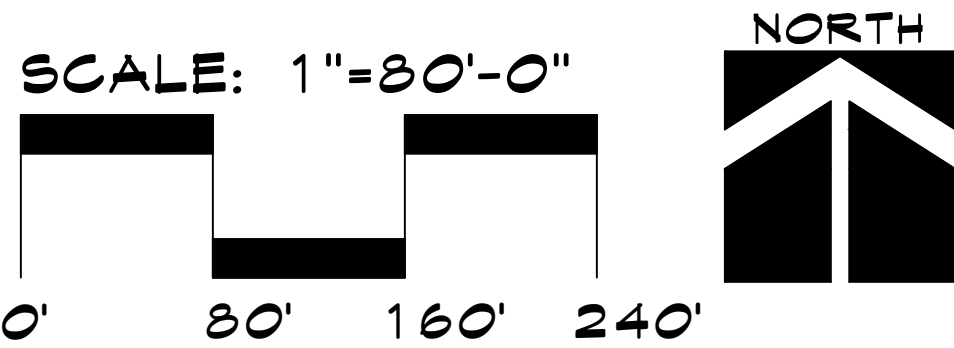
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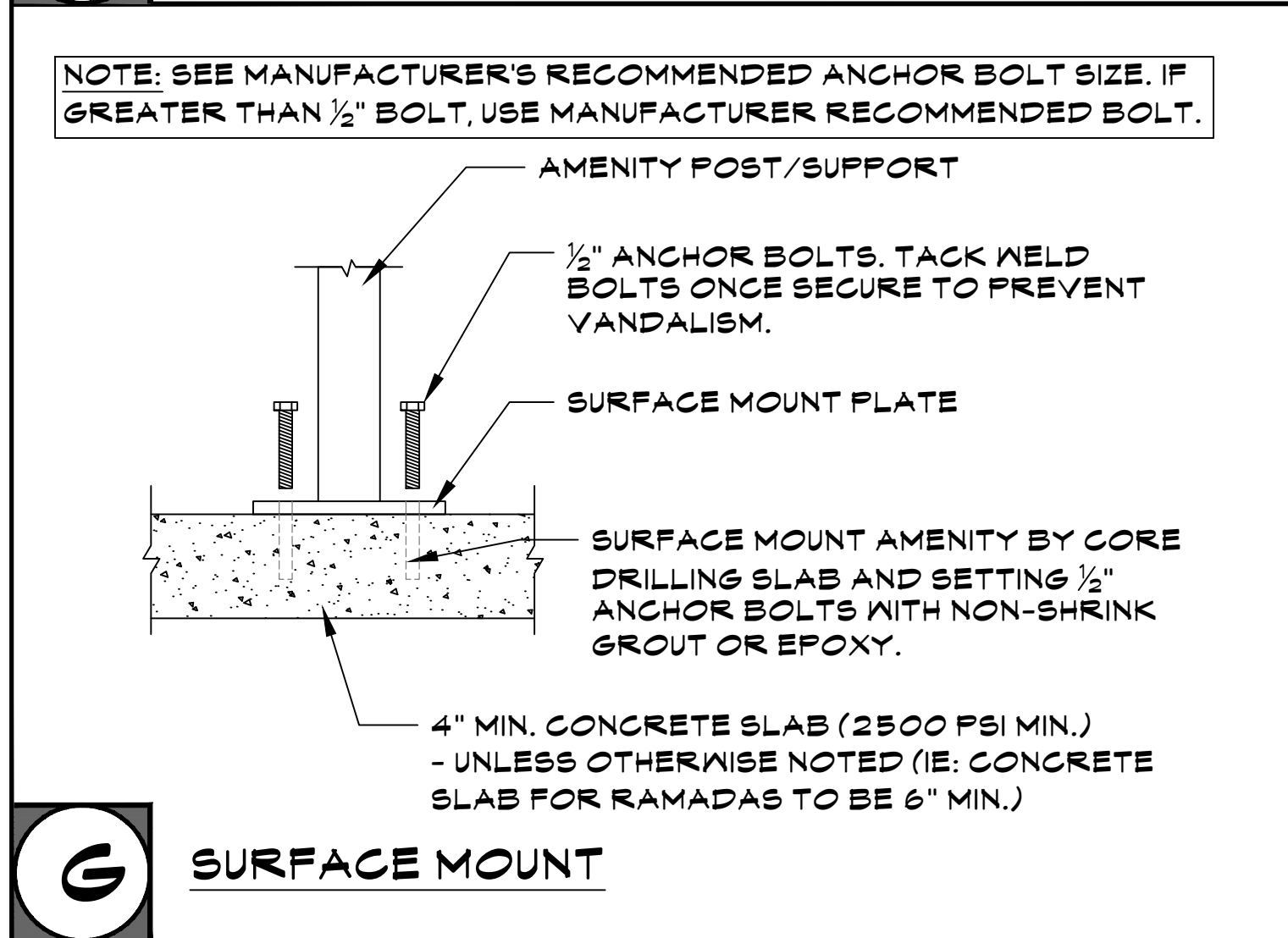
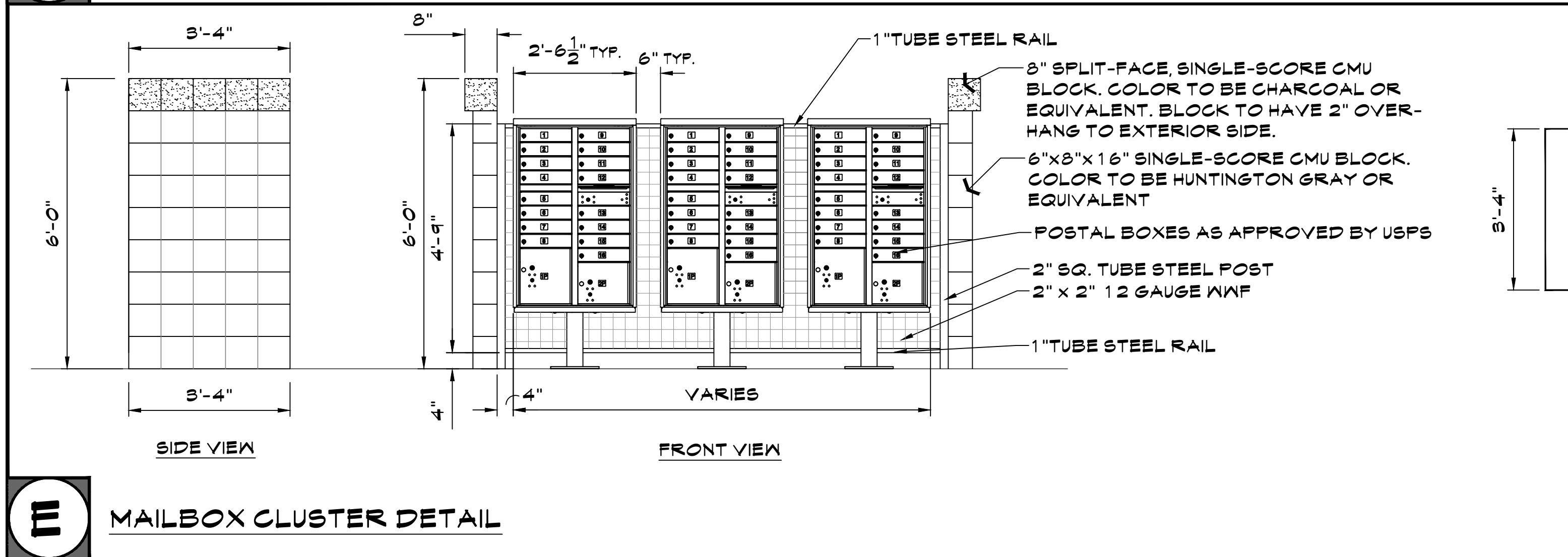
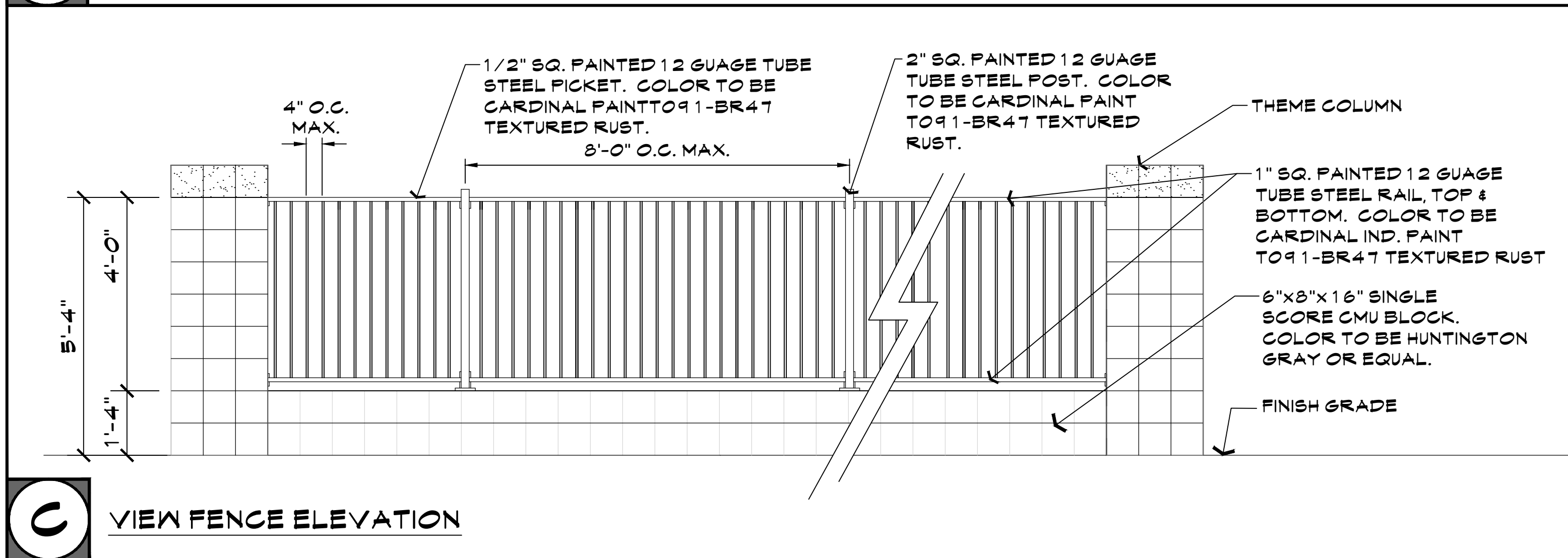
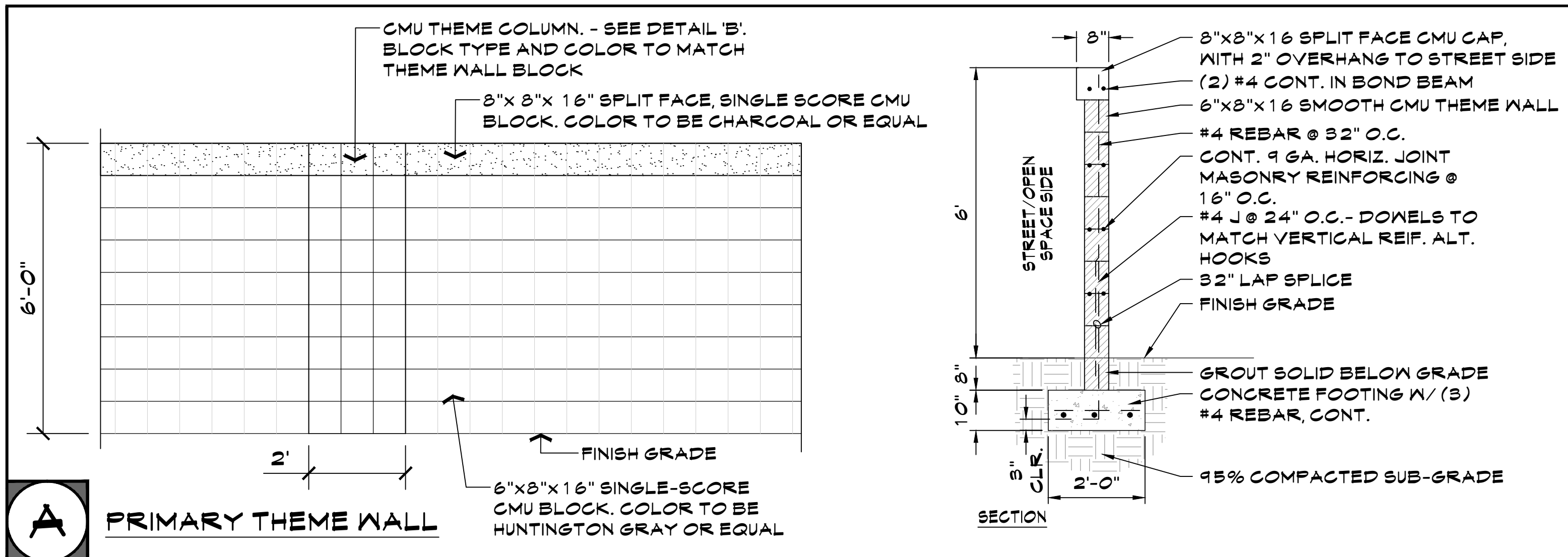


WALL PLAN LEGEND

	THEME WALL (≈6,210 LN.FT.) - SEE DETAIL 'A' ON SHEET L4.1
	VIEW FENCE (≈1,420 LN.FT.) - SEE DETAIL 'C' ON SHEET L4.1
	PARTIAL VIEW FENCE (≈ 1,675 LN.FT.) - SEE DETAIL 'D' ON SHEET L4.1
	BUILDER WALL (≈1,275 LN.FT.) - 4" FENCE BLOCK/DOOLEY WALL, PAINTED TO MATCH THEME WALL.
	PROJECT THEME COLUMNS - (69) TOTAL - SEE DETAIL 'B' ON SHEET L4.1

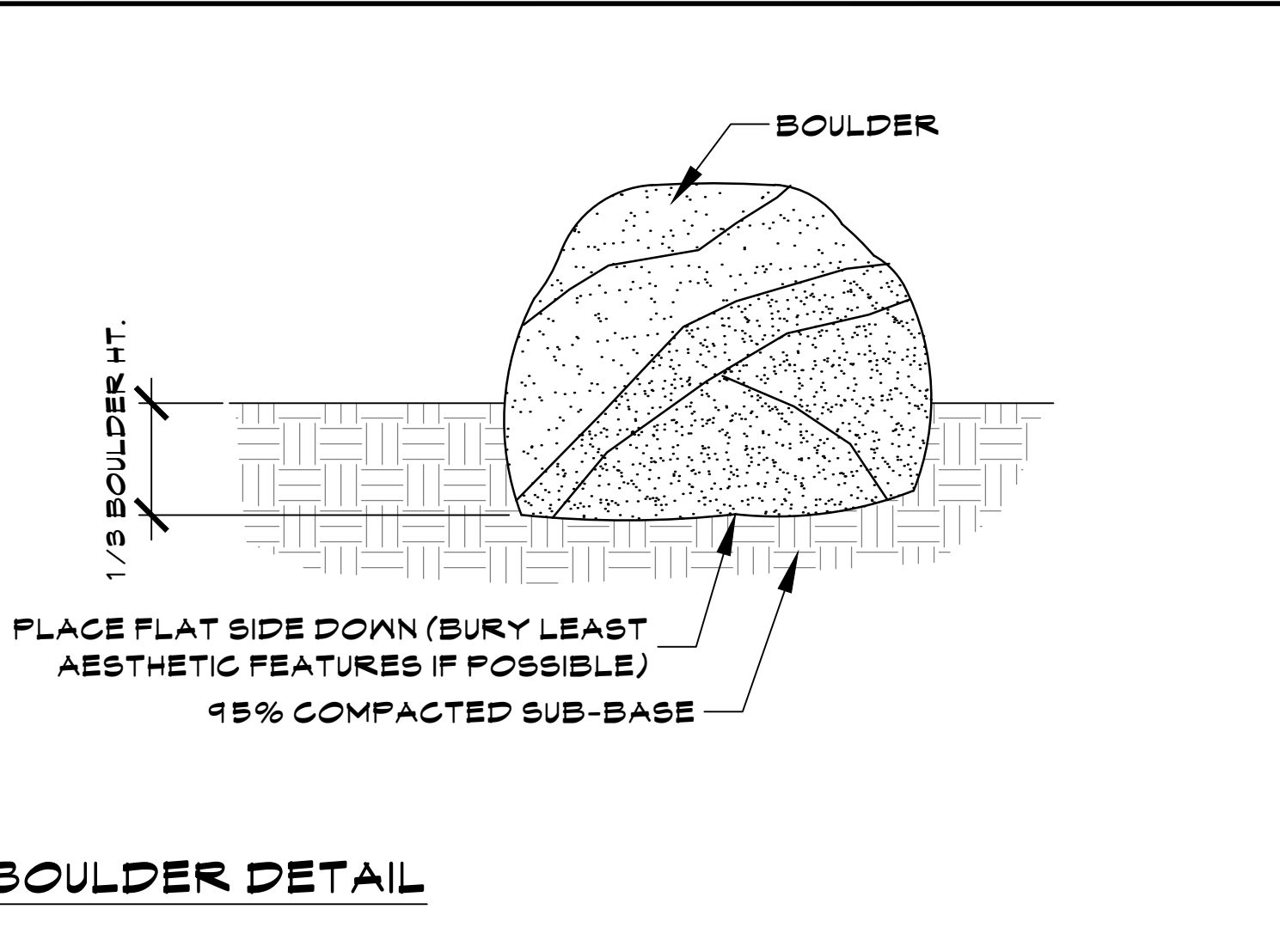
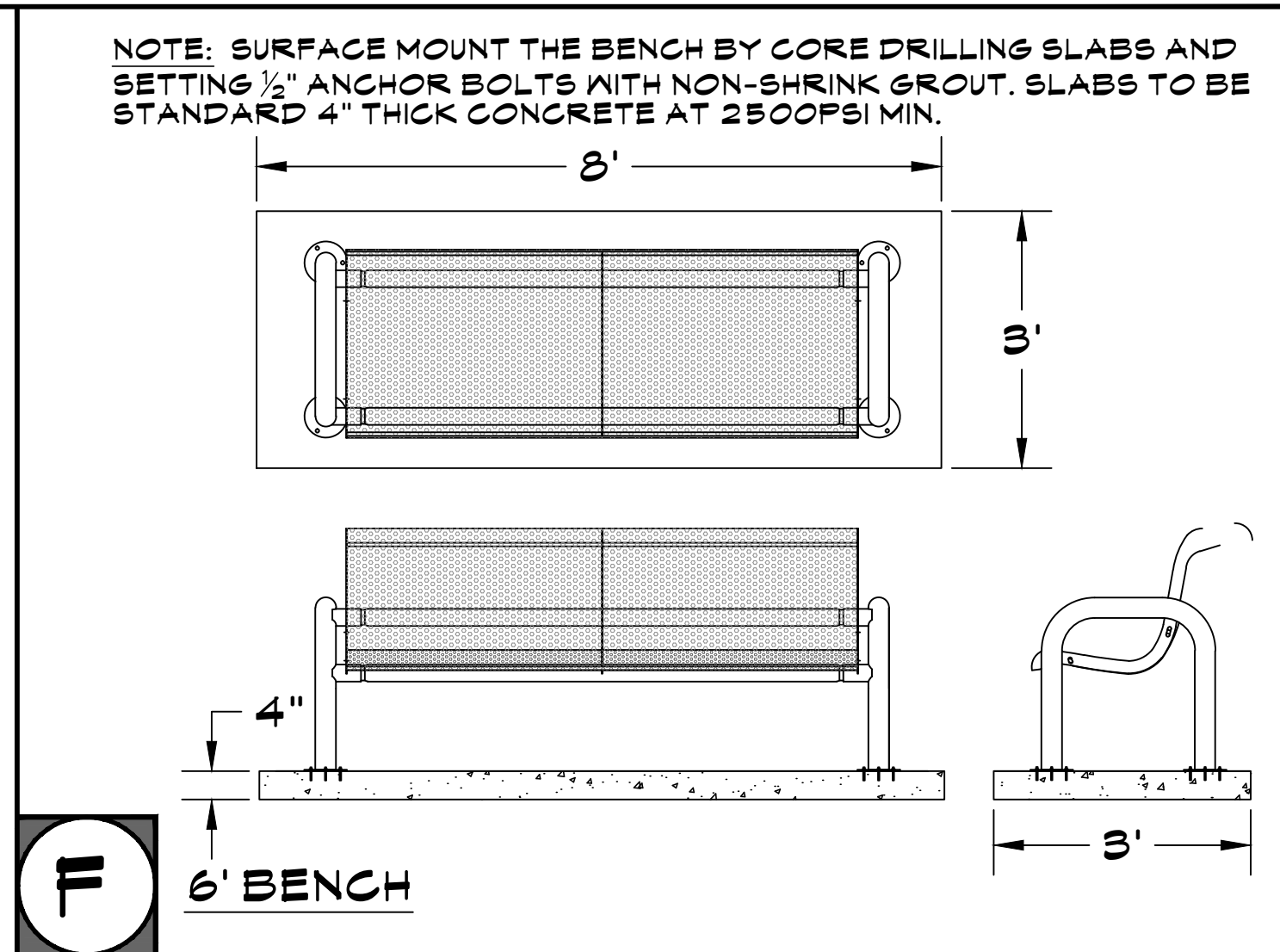
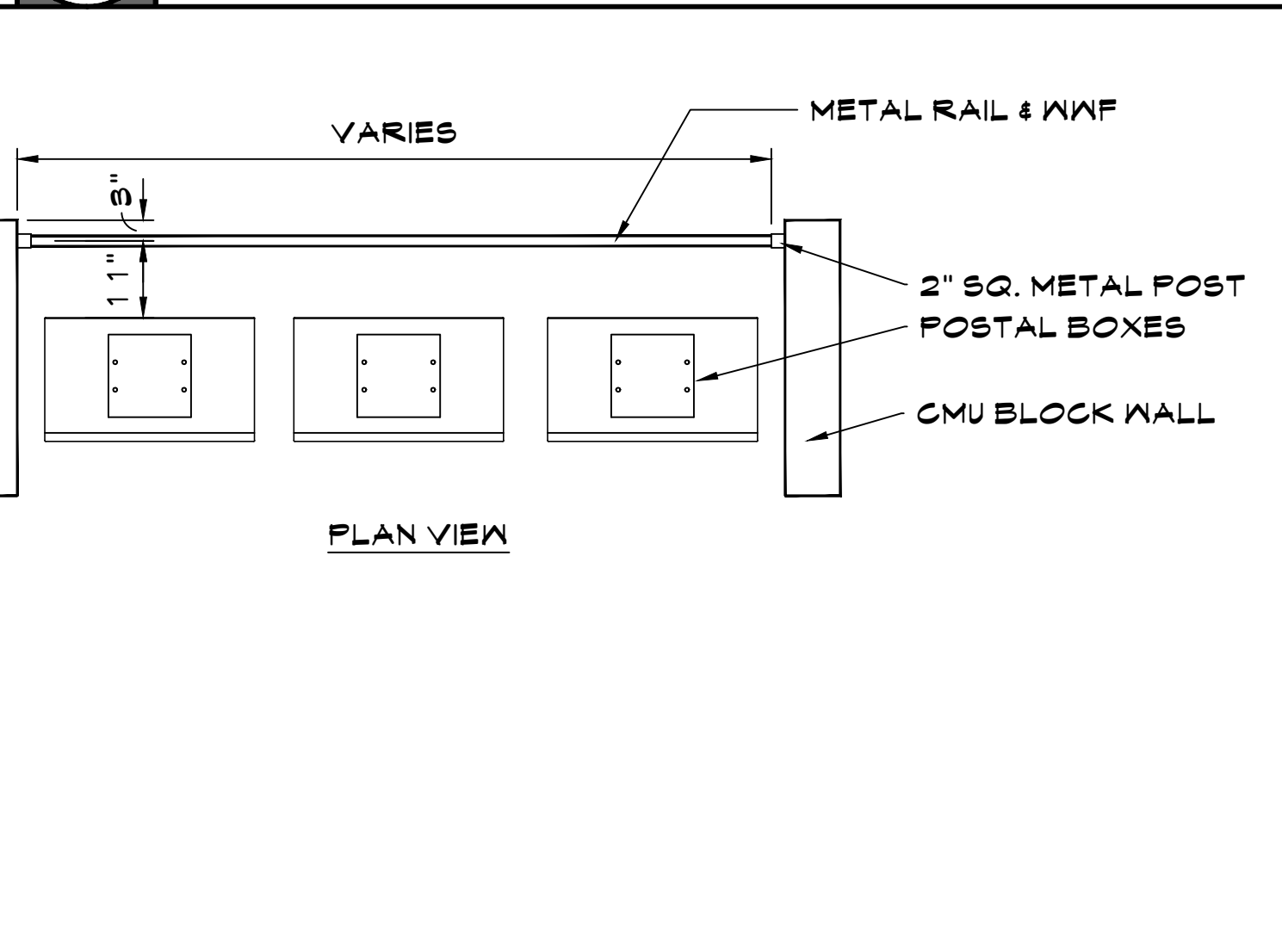
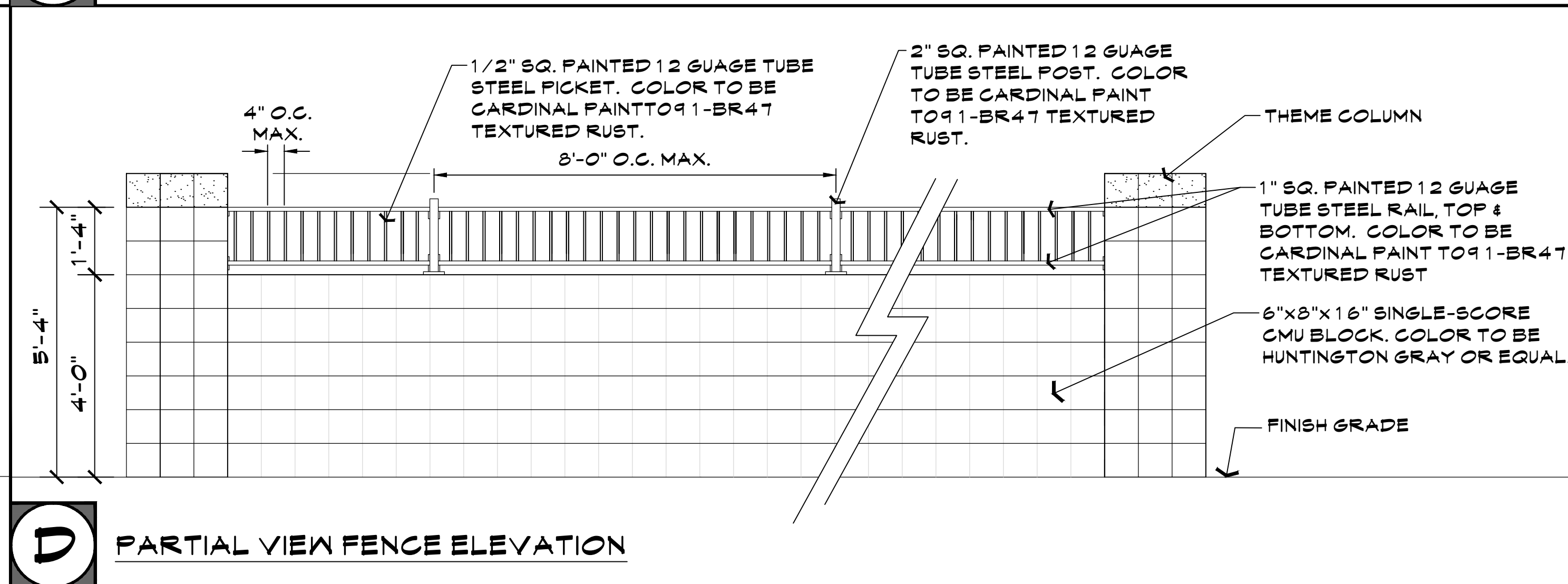
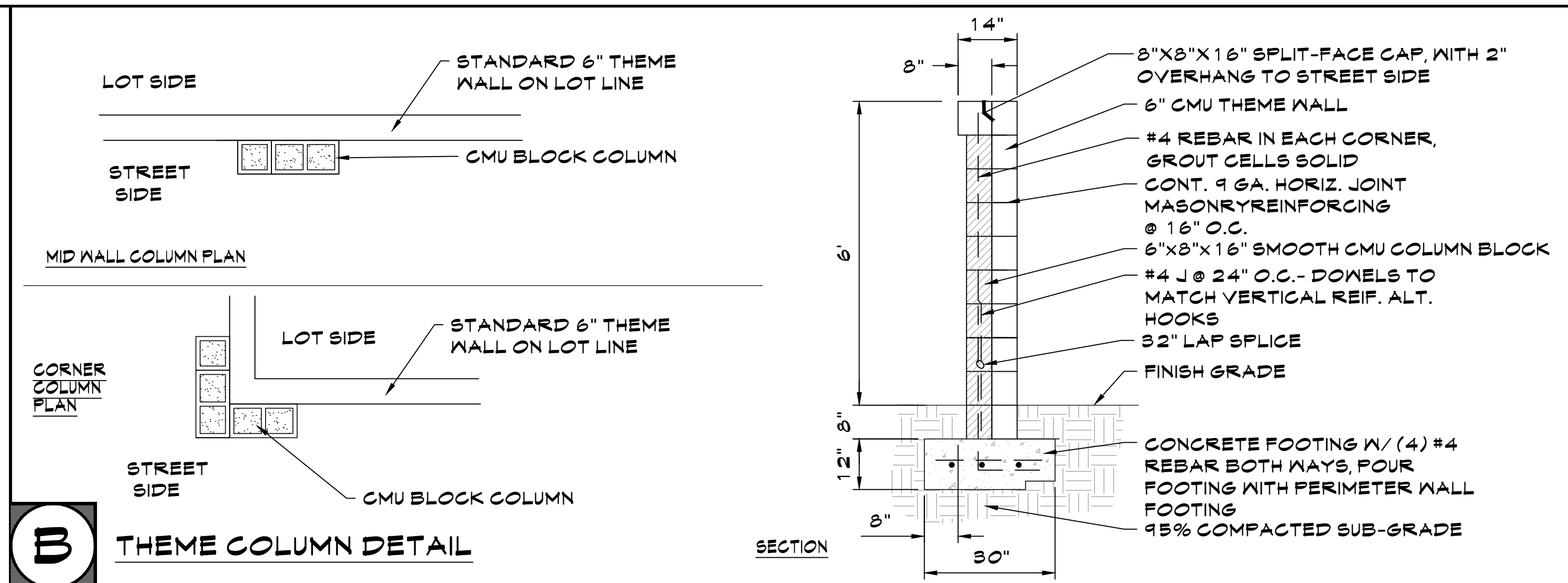
NOTE: QUANTITIES ABOVE ARE PROVIDED FOR CONVENIENCE ONLY.
CONTRACTOR TO USE THE FINAL PLAT (SITE PLAN) TO DETERMINE
THE QUANTITY OF MATERIALS NECESSARY TO COMPLETE THE WORK.





H 6' BENCH SPECIFICATION

6' BENCH WITH BACK (QTY: 2)
MANUFACTURER: WABASH VALLEY
CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
MODEL #CN420(P) - ADD MC 104 TO EACH. COLOR TO BE GRAY
- SEE DETAIL 'F' & 'G' ON THIS SHEET



J NOTES

SPECIAL NOTES (ALL DETAILS ON SHEET):

1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
2. ALL SIGNAGE IS SHOWN FOR REFERENCE ONLY, SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.
3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.
4. ALL WROUGHT IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE, ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.
5. ALL ALTERNATE OR EQUIVALENT SUBSTITUTIONS MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.

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HARDSCAPE DETAILS

AUSTIN RANCH EAST - PHASE 2

SOUTH OF PINNACLE PEAK AND CITRUS ROAD INTERSECTION
PEORIA, ARIZONA

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CHECKED BY:	TM

REVISIONS:

SHEET NO.
L4.1

23 OF 25

**AUSTIN RANCH EAST PHASE 2
PARCELS 9, 10 & 11
ALTERNATIVE ASSURANCE AGREEMENT**

This Austin Ranch East Phase 2 - Parcels 9, 10 & 11 Alternative Assurance Agreement ("Agreement") is dated as of this ___ day of _____, 2018 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation ("Subdivider"). The City and Subdivider may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one hundred percent (100%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 16.12.040E, in effect in 2004, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the "[Subdivider]", the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the "[Subdivider]" to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (A) (9) of this section. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Subdivider, as an alternative to posting financial assurances, to construct and install all of the required infrastructure improvements within twenty-four (24) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Subdivider:

Austin Ranch East Phase 2 - Parcels 9, 10 & 11, Grading and Drainage Plans
Austin Ranch East Phase 2 - Parcels 9, 10 & 11, Sewer Plans
Austin Ranch East Phase 2 Parcels 9, 10 & 11, Water Plans
Austin Ranch East Phase 2 Parcels 9, 10 & 11, Paving Plans
Austin Ranch East Phase 2 Parcels 9, 10 & 11, Landscape Plans
2. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A) (9), in effect in 2004, Subdivider shall complete satisfactory construction, installation, and dedication of the Improvements within twenty-four (24) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twenty-four (24) months of the Effective Date.
3. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdivider elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed Improvements.

5. If Subdivider should elect to post financial assurances for any improvement not approved by the City, as required by Surprise Municipal Code, Chapter 16.24 and Section 16.12.040(A)(9), in effect in 2004, the Community Development Director shall promptly record the final plat as permitted by Surprise Municipal Code, Section 16.12.040(E), in effect in 2004, and the sale of lots may proceed according to the approved and recorded plat.

GENERAL TERMS AND CONDITIONS

6. Subdivider hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (Austin Ranch East Phase 2 – Parcels 9, 10 & 11), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdivider shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of Austin Ranch Parcel East Phase 2 – Parcels 9, 10 & 11 are conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdivider.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon the conveyance of all or a portion of Austin Ranch East Phase 2 – Parcels 9, 10 & 11 by Subdivider or its successors-in-title or assigns and the assumption by such transferee of Subdivider's obligations under this Agreement, Subdivider or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Sharon R. Wolcott, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdivider: Courtland Homes, Inc., an Arizona corporation

By: _____

Alan Hamberlin

Its: Manager

Date: _____

STATE OF ARIZONA)

) ss.

County of Maricopa)

This instrument was acknowledged before me on _____, 2018,
by Alan Hamberlin, Manager of Courtland Homes, Inc., an Arizona corporation, on behalf
of the corporation.

Notary Public

My Commission Expires:



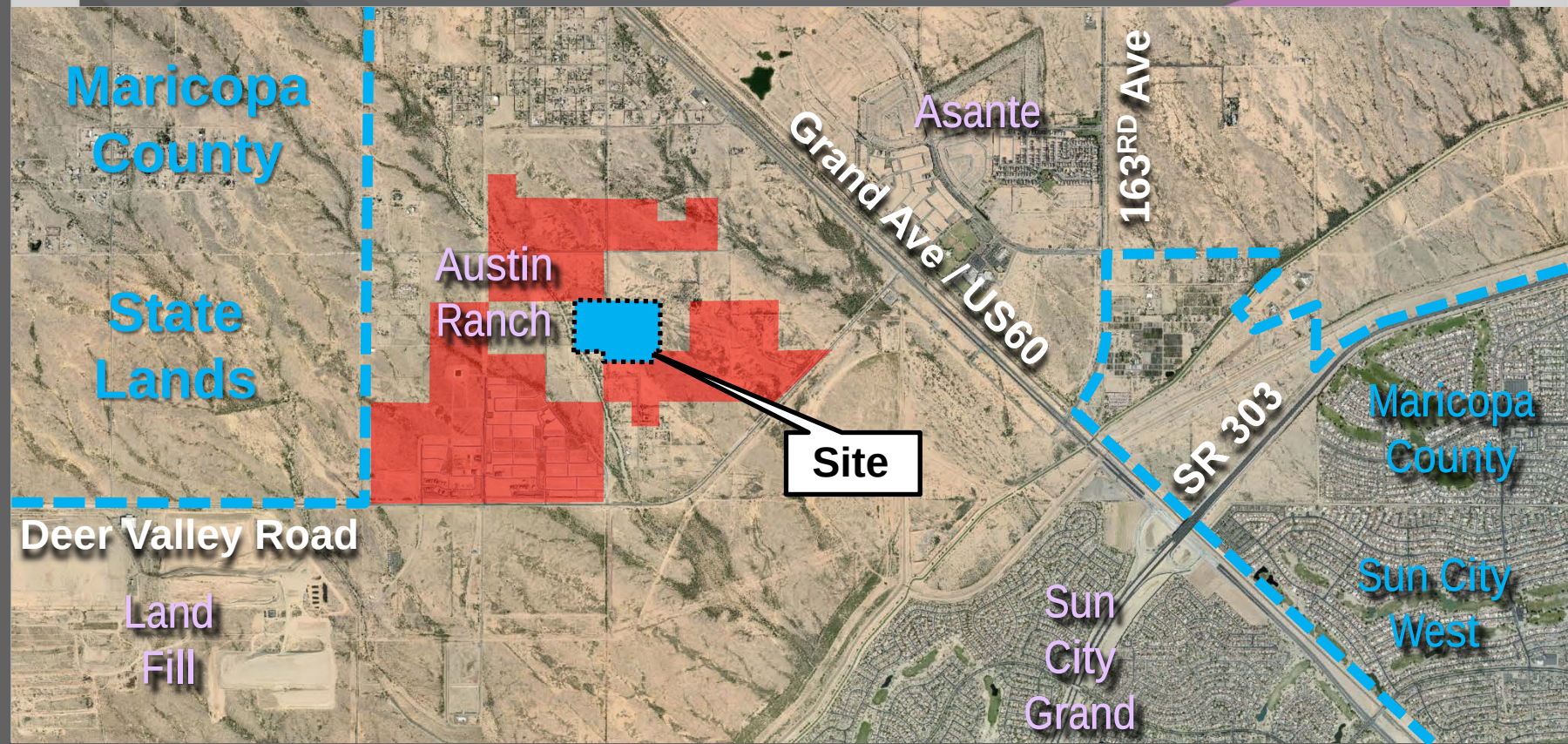
AUSTIN RANCH EAST

Parcels 9, 10, and 11

FS18-263 - Final Plat - City Council – October 16, 2018

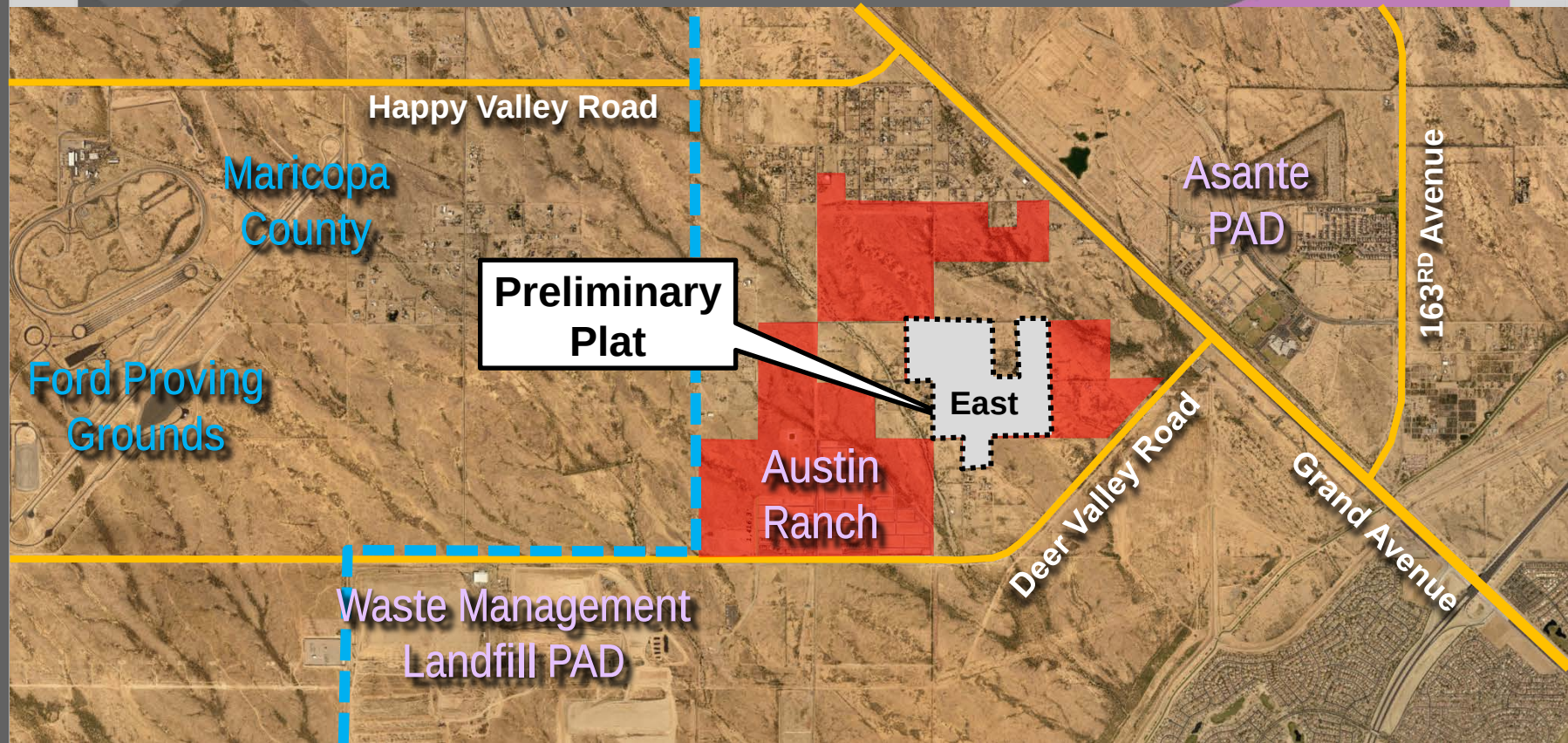
VICINITY MAP

Austin Ranch East
Parcels 9, 10, and 11



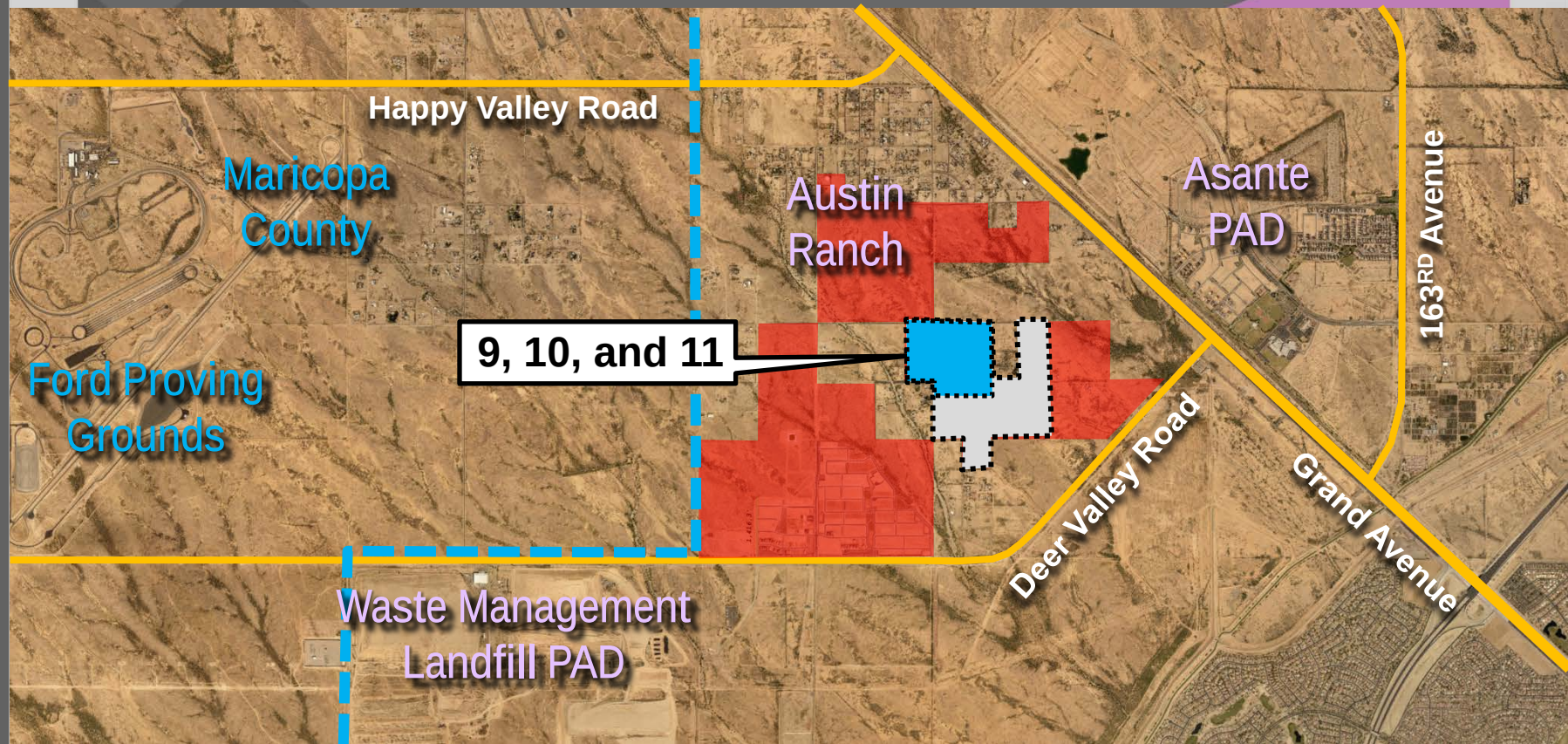
VICINITY MAP

Austin Ranch East
Parcels 9, 10, and 11



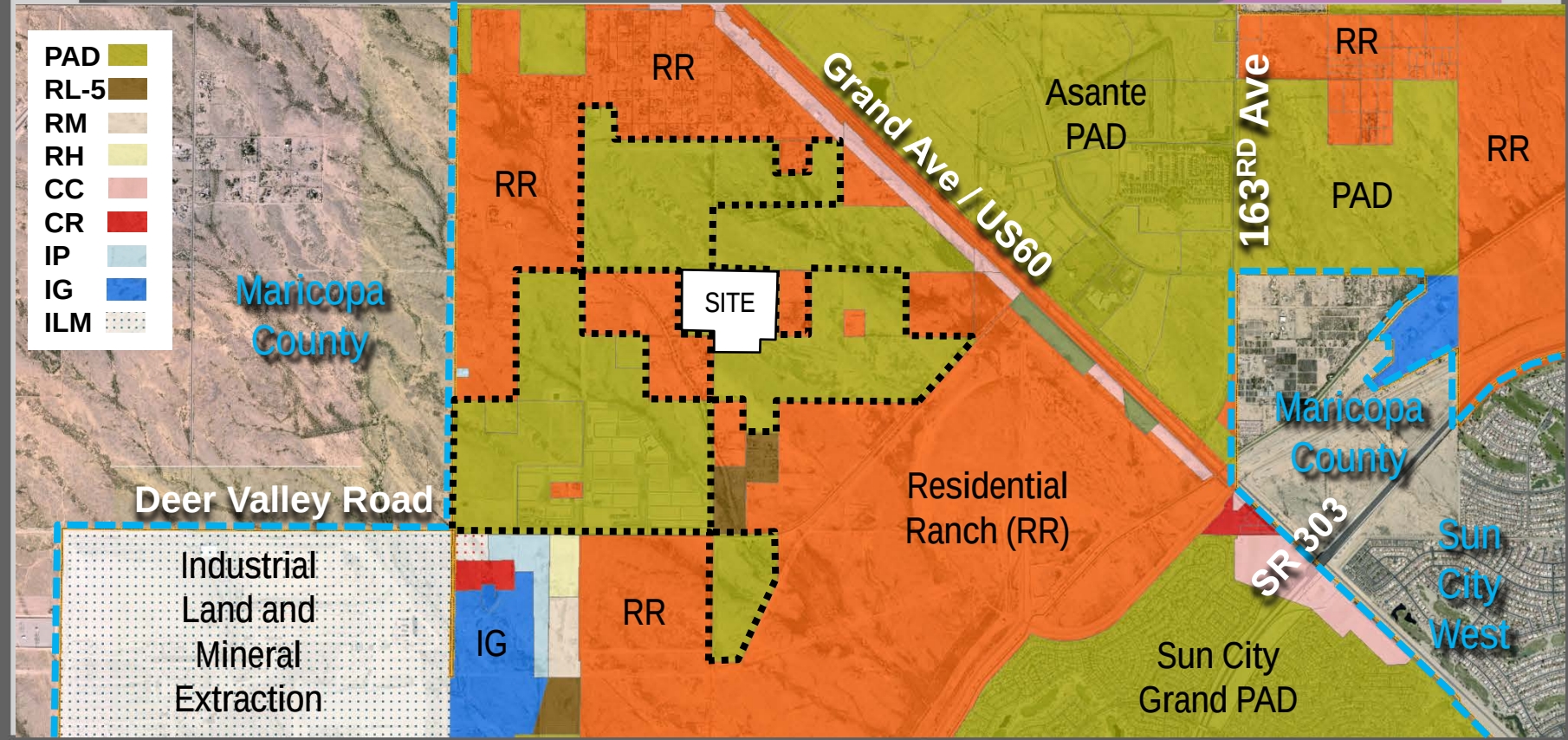
VICINITY MAP

Austin Ranch East
Parcels 9, 10, and 11



ZONING MAP

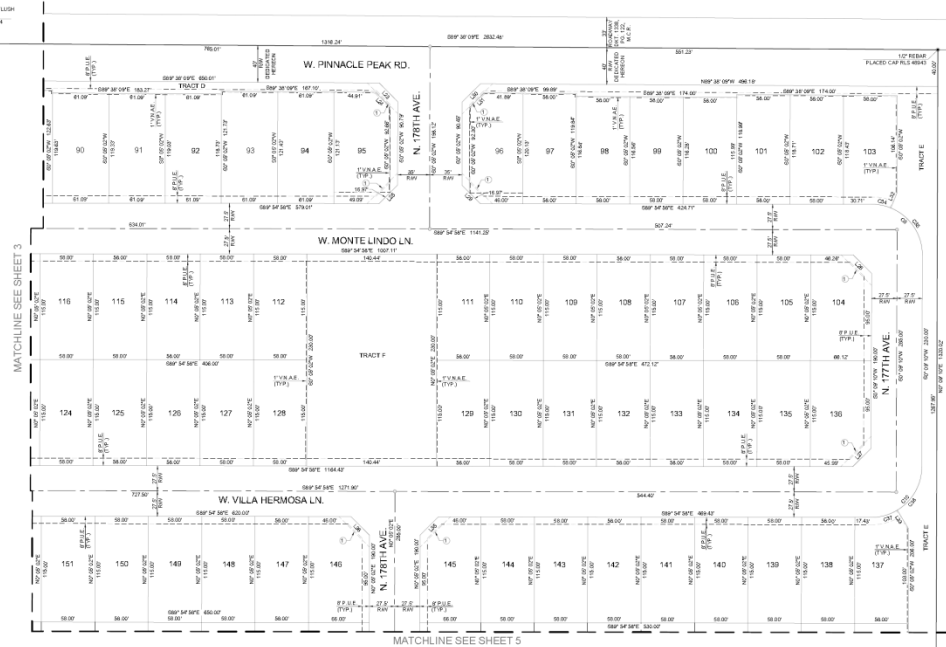
Austin Ranch East
Parcels 9, 10, and 11





FINAL PLAT

AUSTIN RANCH EAST - PHASE 2 (PARCELS 9, 10 & 11)



SURVEY LEGEND

- ▲ SECTION CORNER AS NOTED
- CORNER OF SUBDIVISION AS NOTED
- STREET CENTERLINE (W/STREET NAME) AND SET BACK TYPE WITHIN SET BACK CONSTRUCTION
- MODULAR NON-ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- MAP OF A COUNTY FIRE CORPS
- ① 30' SET BACK VISIBILITY EASEMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED

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FINAL PLAT
AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)



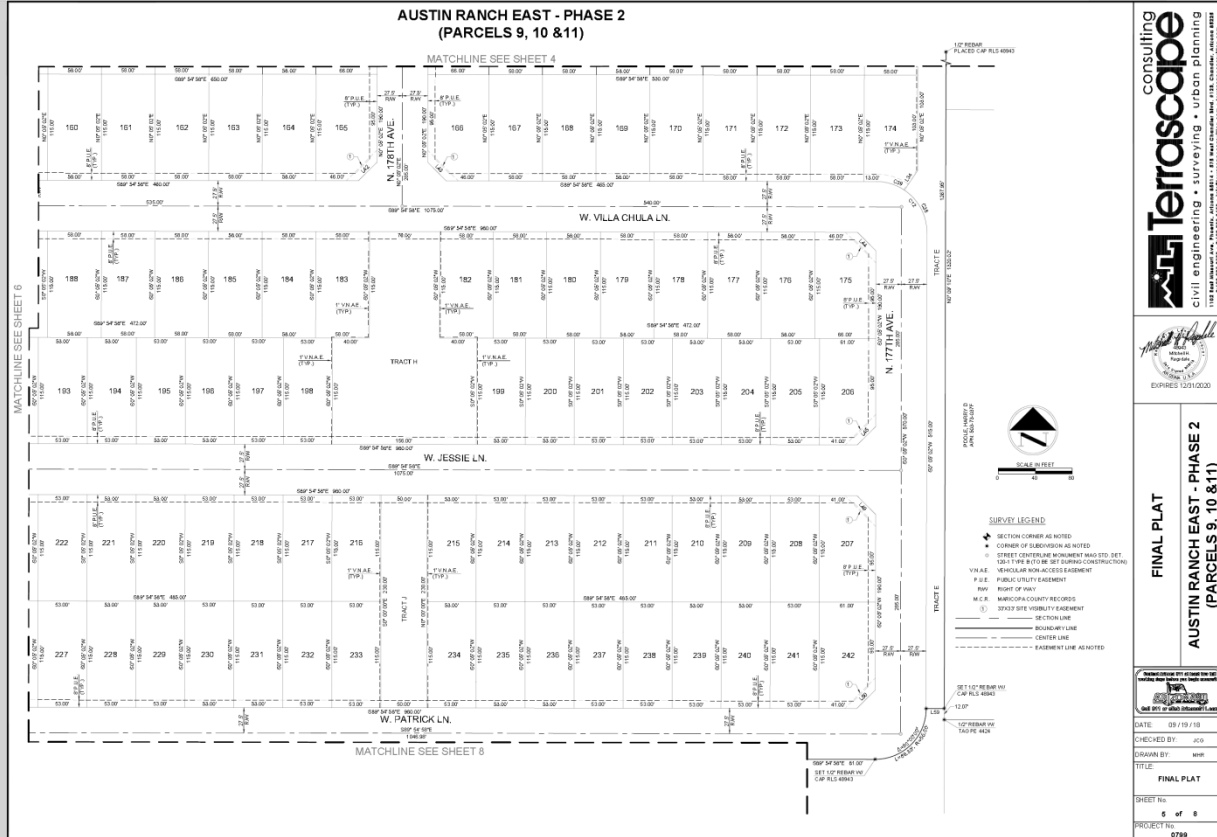
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CHECKED BY: JLS
DRAWN BY: MCK
TITLE: FINAL PLAT
SHEET No. 4 of 8
PROJECT No. 0799

 consulting
Terrascope
civil engineering • surveying • urban planning
103 East Highland Ave., Phoenix, Arizona 85011 • P.O. West Chandler Blvd. #103, Chandler, Arizona 85225

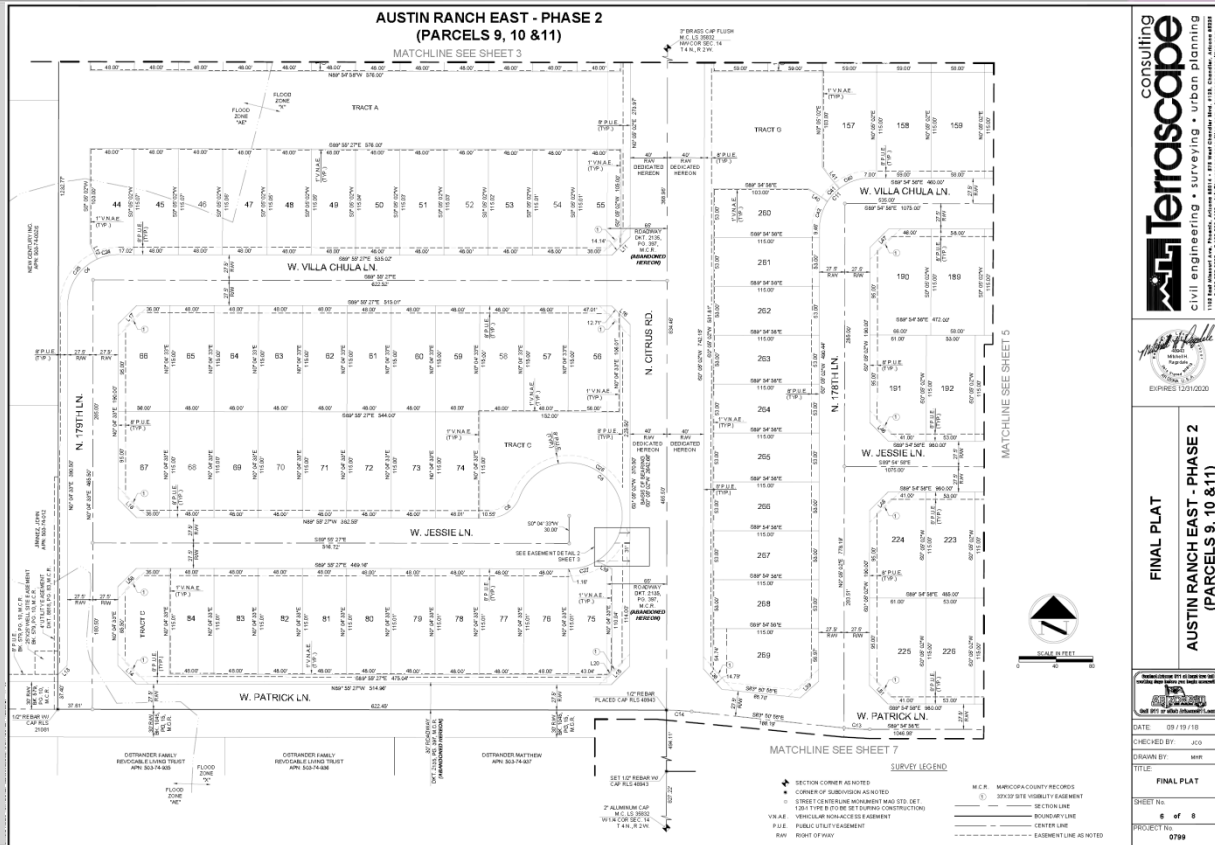
FINAL PLAT



DATE:	09/19/18
CHECKED BY:	JCG
DRAWN BY:	MMH
TITLE:	FINAL PLAT
SHEET No.	5 of 8
PROJECT No.	0789



FINAL PLAT



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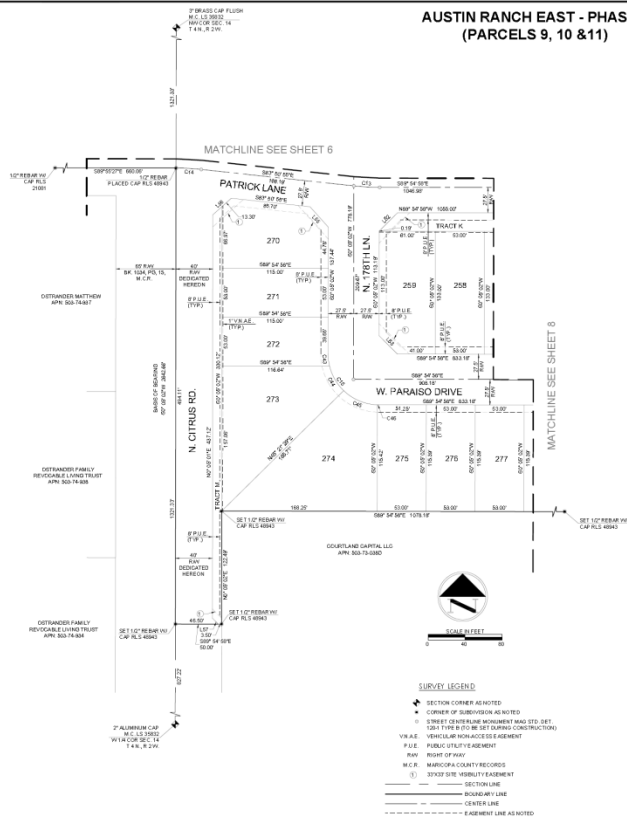


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FINAL PLAT

**AUSTIN RANCH EAST - PHASE 2
(PARCELS 9, 10 & 11)**



Curve #	Length	Radius	Data	Chord/Length	Chord/Length
C1	42.31	56.00	000P20748	0.022 08 28	36.98
C2	23.02	57.00	249P20874	0.033 33 52	36.98
C3	88.39	56.00	000P20750	0.044 58 56	77.73
C4	88.39	56.00	000P20751	0.044 58 37	77.73
C5	42.31	56.00	000P20749	0.022 08 28	36.98
C6	29.02	57.00	249P20875	0.033 33 52	36.98
C7	88.39	56.00	000P20752	0.044 58 37	77.73
C8	88.39	56.00	000P20753	0.044 58 56	77.73
C9	42.31	56.00	000P20748	0.022 08 28	36.98
C10	29.02	57.00	249P20874	0.033 33 52	36.98
C11	88.39	56.00	000P20750	0.044 58 56	77.73
C12	88.39	56.00	000P20751	0.044 58 37	77.73
C13	42.31	56.00	000P20749	0.022 08 28	36.98
C14	29.02	57.00	249P20875	0.033 33 52	36.98
C15	88.39	56.00	000P20752	0.044 58 37	77.73
C16	88.39	56.00	000P20753	0.044 58 56	77.73
C17	42.31	56.00	000P20748	0.022 08 28	36.98
C18	29.02	57.00	249P20874	0.033 33 52	36.98
C19	88.39	56.00	000P20750	0.044 58 56	77.73
C20	88.39	56.00	000P20751	0.044 58 37	77.73
C21	42.31	56.00	000P20749	0.022 08 28	36.98
C22	29.02	57.00	249P20875	0.033 33 52	36.98
C23	88.39	56.00	000P20752	0.044 58 37	77.73
C24	88.39	56.00	000P20753	0.044 58 56	77.73
C25	42.31	56.00	000P20748	0.022 08 28	36.98
C26	29.02	57.00	249P20874	0.033 33 52	36.98
C27	88.39	56.00	000P20750	0.044 58 56	77.73
C28	88.39	56.00	000P20751	0.044 58 37	77.73
C29	42.31	56.00	000P20749	0.022 08 28	36.98
C30	29.02	57.00	249P20875	0.033 33 52	36.98
C31	88.39	56.00	000P20752	0.044 58 37	77.73
C32	88.39	56.00	000P20753	0.044 58 56	77.73
C33	42.31	56.00	000P20748	0.022 08 28	36.98
C34	29.02	57.00	249P20874	0.033 33 52	36.98
C35	88.39	56.00	000P20750	0.044 58 56	77.73
C36	88.39	56.00	000P20751	0.044 58 37	77.73
C37	42.31	56.00	000P20749	0.022 08 28	36.98
C38	29.02	57.00	249P20875	0.033 33 52	36.98
C39	88.39	56.00	000P20752	0.044 58 37	77.73
C40	88.39	56.00	000P20753	0.044 58 56	77.73
C41	42.31	56.00	000P20748	0.022 08 28	36.98
C42	29.02	57.00	249P20874	0.033 33 52	36.98
C43	88.39	56.00	000P20750	0.044 58 56	77.73
C44	88.39	56.00	000P20751	0.044 58 37	77.73
C45	42.31	56.00	000P20749	0.022 08 28	36.98
C46	29.02	57.00	249P20875	0.033 33 52	36.98
C47	88.39	56.00	000P20752	0.044 58 37	77.73
C48	88.39	56.00	000P20753	0.044 58 56	77.73
C49	42.31	56.00	000P20748	0.022 08 28	36.98
C50	29.02	57.00	249P20874	0.033 33 52	36.98
C51	88.39	56.00	000P20750	0.044 58 56	77.73
C52	88.39	56.00	000P20751	0.044 58 37	77.73
C53	42.31	56.00	000P20749	0.022 08 28	36.98
C54	29.02	57.00	249P20875	0.033 33 52	36.98
C55	88.39	56.00	000P20752	0.044 58 37	77.73
C56	88.39	56.00	000P20753	0.044 58 56	77.73
C57	42.31	56.00	000P20748	0.022 08 28	36.98
C58	29.02	57.00	249P20874	0.033 33 52	36.98
C59	88.39	56.00	000P20750	0.044 58 56	77.73
C60	88.39	56.00	000P20751	0.044 58 37	77.73
C61	42.31	56.00	000P20749	0.022 08 28	36.98
C62	29.02	57.00	249P20875	0.033 33 52	36.98
C63	88.39	56.00	000P20752	0.044 58 37	77.73
C64	88.39	56.00	000P20753	0.044 58 56	77.73
C65	42.31	56.00	000P20748	0.022 08 28	36.98
C66	29.02	57.00	249P20874	0.033 33 52	36.98
C67	88.39	56.00	000P20750	0.044 58 56	77.73
C68	88.39	56.00	000P20751	0.044 58 37	77.73
C69	42.31	56.00	000P20749	0.022 08 28	36.98
C70	29.02	57.00	249P20875	0.033 33 52	36.98
C71	88.39	56.00	000P20752	0.044 58 37	77.73
C72	88.39	56.00	000P20753	0.044 58 56	77.73
C73	42.31	56.00	000P20748	0.022 08 28	36.98
C74	29.02	57.00	249P20874	0.033 33 52	36.98
C75	88.39	56.00	000P20750	0.044 58 56	77.73
C76	88.39	56.00	000P20751	0.044 58 37	77.73
C77	42.31	56.00	000P20749	0.022 08 28	36.98
C78	29.02	57.00	249P20875	0.033 33 52	36.98
C79	88.39	56.00	000P20752	0.044 58 37	77.73
C80	88.39	56.00	000P20753	0.044 58 56	77.73
C81	42.31	56.00	000P20748	0.022 08 28	36.98
C82	29.02	57.00	249P20874	0.033 33 52	36.98
C83	88.39	56.00	000P20750	0.044 58 56	77.73
C84	88.39	56.00	000P20751	0.044 58 37	77.73
C85	42.31	56.00	000P20749	0.022 08 28	36.98
C86	29.02	57.00	249P20875	0.033 33 52	36.98
C87	88.39	56.00	000P20752	0.044 58 37	77.73
C88	88.39	56.00	000P20753	0.044 58 56	77.73
C89	42.31	56.00	000P20748	0.022 08 28	36.98
C90	29.02	57.00	249P20874	0.033 33 52	36.98
C91	88.39	56.00	000P20750	0.044 58 56	77.73
C92	88.39	56.00	000P20751	0.044 58 37	77.73
C93	42.31	56.00	000P20749	0.022 08 28	36.98
C94	29.02	57.00	249P20875	0.033 33 52	36.98
C95	88.39	56.00	000P20752	0.044 58 37	77.73
C96	88.39	56.00	000P20753	0.044 58 56	77.73
C97	42.31	56.00	000P20748	0.022 08 28	36.98
C98	29.02	57.00	249P20874	0.033 33 52	36.98
C99	88.39	56.00	000P20750	0.044 58 56	77.73
C100	88.39	56.00	000P20751	0.044 58 37	77.73

Curve	Length	Radius	Delta	Chord Distance	Chord Length
C26	62.50	57.00	00°11'14"	62.02 or 61.99	62.27
C27	216.68	57.00	00°12'14"	209.00 or 208.92	209.00
C28	36.56	57.00	00°13'04"	32.94 or 32.91	31.26
C29	36.56	57.00	00°13'14"	32.97 or 32.94	31.26
C30	36.56	57.00	00°13'24"	32.99 or 32.96	31.26
C31	21.61	57.00	00°13'34"	19.53 or 19.50	18.75
C32	33.34	57.00	00°13'50"	30.53 or 30.50	28.87
C33	69.69	57.00	00°14'10"	66.89 or 66.84	64.59
C34	21.61	57.00	00°14'24"	19.53 or 19.50	18.75
C35	36.56	57.00	00°14'40"	32.97 or 32.94	31.26
C36	36.56	57.00	00°14'50"	32.97 or 32.94	31.26
C37	21.61	57.00	00°15'04"	19.53 or 19.50	18.75
C38	21.61	57.00	00°15'14"	19.53 or 19.50	18.75
C39	52.80	57.00	00°15'24"	50.27 or 50.24	47.84
C40	36.56	57.00	00°15'34"	32.97 or 32.94	31.26
C41	36.56	57.00	00°15'44"	32.97 or 32.94	31.26
C42	36.56	57.00	00°15'54"	32.97 or 32.94	31.26
C43	36.56	57.00	00°16'04"	32.97 or 32.94	31.26
C44	36.56	57.00	00°16'14"	32.97 or 32.94	31.26
C45	36.56	57.00	00°16'24"	32.97 or 32.94	31.26
C46	36.56	57.00	00°16'34"	32.97 or 32.94	31.26
C47	36.56	57.00	00°16'44"	32.97 or 32.94	31.26
C48	36.56	57.00	00°16'54"	32.97 or 32.94	31.26
C49	36.56	57.00	00°17'04"	32.97 or 32.94	31.26
C50	36.56	57.00	00°17'14"	32.97 or 32.94	31.26
C51	36.56	57.00	00°17'24"	32.97 or 32.94	31.26
C52	36.56	57.00	00°17'34"	32.97 or 32.94	31.26
C53	36.56	57.00	00°17'44"	32.97 or 32.94	31.26
C54	36.56	57.00	00°17'54"	32.97 or 32.94	31.26
C55	36.56	57.00	00°18'04"	32.97 or 32.94	31.26
C56	36.56	57.00	00°18'14"	32.97 or 32.94	31.26
C57	36.56	57.00	00°18'24"	32.97 or 32.94	31.26
C58	36.56	57.00	00°18'34"	32.97 or 32.94	31.26
C59	36.56	57.00	00°18'44"	32.97 or 32.94	31.26
C60	36.56	57.00	00°18'54"	32.97 or 32.94	31.26
C61	36.56	57.00	00°19'04"	32.97 or 32.94	31.26
C62	36.56	57.00	00°19'14"	32.97 or 32.94	31.26
C63	36.56	57.00	00°19'24"	32.97 or 32.94	31.26
C64	36.56	57.00	00°19'34"	32.97 or 32.94	31.26
C65	36.56	57.00	00°19'44"	32.97 or 32.94	31.26
C66	36.56	57.00	00°19'54"	32.97 or 32.94	31.26
C67	36.56	57.00	00°20'04"	32.97 or 32.94	31.26
C68	36.56	57.00	00°20'14"	32.97 or 32.94	31.26
C69	36.56	57.00	00°20'24"	32.97 or 32.94	31.26
C70	36.56	57.00	00°20'34"	32.97 or 32.94	31.26
C71	36.56	57.00	00°20'44"	32.97 or 32.94	31.26
C72	36.56	57.00	00°20'54"	32.97 or 32.94	31.26
C73	36.56	57.00	00°21'04"	32.97 or 32.94	31.26
C74	36.56	57.00	00°21'14"	32.97 or 32.94	31.26
C75	36.56	57.00	00°21'24"	32.97 or 32.94	31.26
C76	36.56	57.00	00°21'34"	32.97 or 32.94	31.26
C77	36.56	57.00	00°21'44"	32.97 or 32.94	31.26
C78	36.56	57.00	00°21'54"	32.97 or 32.94	31.26
C79	36.56	57.00	00°22'04"	32.97 or 32.94	31.26
C80	36.56	57.00	00°22'14"	32.97 or 32.94	31.26

Line #	Direction	Length
EL60	N89°54'58"W	30.08'
EL61	S44°54'58"E	32.67'
EL62	S44°54'58"E	36.89'
EL63	N89°55'27"W	11.21'
EL64	N89°55'27"W	35.73'
EL65	N89°54'58"W	5.55'
EL66	S89°54'58"E	12.49'
EL67	S89°54'58"E	0.91'
EL68	N89°54'58"W	11.11'
EL69	N89°54'58"W	10.91'
EL70	N89°54'58"W	16.77'
EL71	N89°55'27"W	16.17'

Lee Table		
Line #	Distance	Length
1.1	N45° 01' 45"N	14.13
1.2	N44° 50' 45"N	20.26
1.3	N45° 00' 02"E	20.26
1.4	N44° 56' 59"W	20.26
1.5	N44° 56' 02"E	20.26
1.6	N45° 59' 19"W	23.30
1.7	N23° 57' 12"E	10.80
1.8	N44° 56' 59"W	20.26
1.9	N44° 56' 59"W	20.26
1.10	N44° 56' 59"W	20.26
1.11	N44° 56' 47"E	20.26
1.12	N24° 46' 12"E	10.81
1.13	N45° 00' 39"N	14.26
1.14	N44° 56' 27"W	20.26
1.15	N45° 06' 49"W	20.26
1.16	N44° 56' 47"E	20.26
1.17	N44° 56' 33"E	20.26
1.18	N44° 56' 27"W	20.26
1.19	N45° 01' 39"N	7.79
1.20	N44° 56' 47"E	10.81
1.21	N45° 17' 20"E	20.26
1.22	N45° 17' 20"E	15.67
1.23	N44° 56' 33"E	20.26
1.24	N44° 56' 33"W	22.97
1.25	N45° 00' 02"E	20.26
1.26	N44° 52' 58"E	20.26
1.27	N44° 50' 00"W	20.26
1.28	N44° 56' 59"W	20.26
1.29	N44° 56' 59"W	20.26
1.30	N44° 57' 29"W	26.20

Line Table		
Line #	Direction	Length
31	N40°E 13.26°E	22.7
32	S22°W 14.97°N	17.3
33	N23°W 8°48'N	23.3
34	S29°W 8°15'N	24.5
35	N45°E 05°02'E	26.3
37	N45°E 05°02'E	26.3
38	S41°W 52°57'E	26.7
39	N47°W 57°03'E	26.9
40	S59°W 54°02'E	24.8
41	S33°W 43°58'E	39.8
42	N45°E 05°02'E	26.3
43	N46°W 54°58'N	26.3
44	N45°E 05°02'E	26.3
45	N45°E 05°02'N	26.3
46	N45°W 54°58'N	26.3
47	N45°E 05°02'E	26.3
48	N45°E 05°02'E	26.3
49	N46°W 54°58'N	26.3
50	S45°E 05°02'E	26.3
51	N46°W 54°58'N	26.3
52	N45°E 05°02'E	26.3
53	N46°W 54°58'N	26.3
54	S44°W 54°58'E	39.3
55	S41°W 52°57'E	26.7
56	N46°W 57°03'E	26.9
57	N46°W 54°58'N	9.10
58	N45°W 54°33'E	26.2
59	S59°W 54°02'E	19.6

 **Terrascope** consulting
civil engineering • surveying • urban planning
103 Road Street, Fremont, Arizona 84611 • 435 West Circular Blvd., 13th, Circular, Arizona 84618
760.737.8732 • 760.230.4488 • info@terrascopeaz.com • terrascopeaz.com

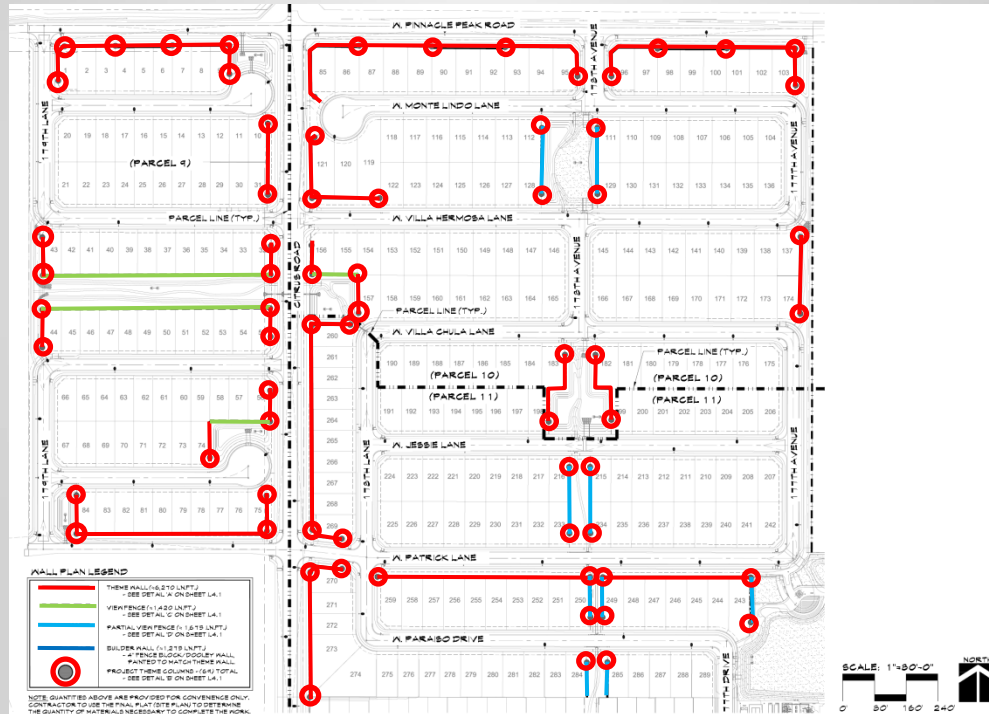
FINAL PLAT

National Operator 877-45-2828 (Toll Free)
 excluding days before your local association

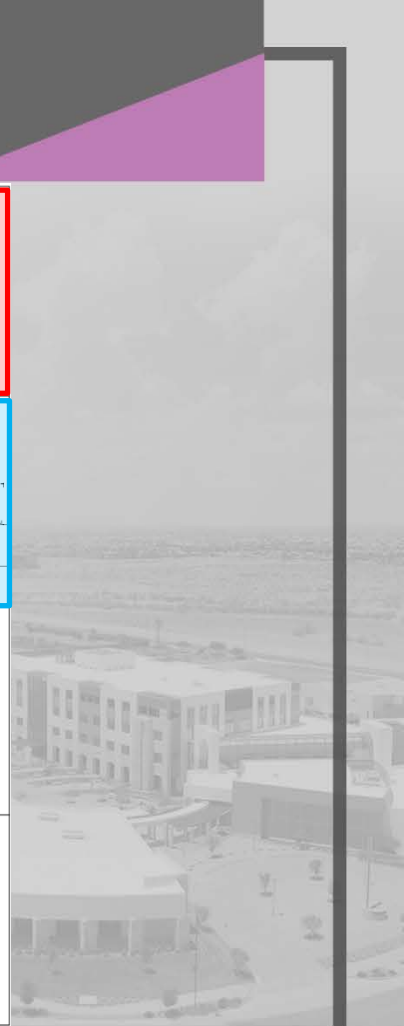
 Call 877 or visit www.aaape.com

DATE:	09/19/18
CHECKED BY:	JCG
DRAWN BY:	MHR
TITLE:	FINAL PLAT & TABLES
SHEET No.	7 of 8
PROJECT No.	0799

WALL PLAN



WALL DETAILS





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Eric Fitzer - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action pertaining to approval of an APS Utility Easement for re-alignment of electric lines for the Ottawa Campus.

Motion:

I move to approve the APS Utility Easement for the re-alignment of electrical lines for the Ottawa Campus.

Background:

The City needs to grant APS the new Easement for the re-alignment of the utility lines to serve the Tennis Campus and the Ottawa Campus. The lines are currently above ground and are being driven over daily until a new easement is signed and APS can pull the lines in the new conduit.

Objective Analysis:

Positive impacts are that the current situation of live wires running above ground would instead be undergrounded.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

There is no direct cost with approving the utility easement.

Budget Impact:

There are no budgetary impacts relative to approving a utility easement.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Utility Easement](#)

SW 4 3N 1W
33.629436, -112.373261
APN 501-17-001P
CCW-18-101
WA452412
SER RLM

UTILITY EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
 } ss.
County of _____ }

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

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

Notary Seal:

Notary Public Signature

EXHIBIT "A"

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

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

Commencing at the South quarter corner of said Section 4;

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

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

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

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

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

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

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

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

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

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

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

October 1, 2018

LEGAL DESCRIPTION FOR
APN 501-17-001P
ELECTRIC EASEMENT

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

Commencing at the City of Surprise Brass Cap Flush marking the Southwest Corner of said Section 4, from which the Maricopa County Brass Cap Flush marking the West Quarter Corner of said Section 4 bears North 00°11'00" East, a distance of 2660.59 feet;

Thence North 00°11'00" East, along the West line of the Southwest Quarter of said Section 4, a distance of 1,385.31 feet;

Thence South 89°05'12" East, departing said West line, a distance of 88.01 feet to a point on the Northerly Right of Way line of Terra Buena Lane;

Thence South 89°05'12" East, along said Northerly Right of Way line, a distance of 1,384.65 feet to the True Point of Beginning;

Thence North 00°00'00" West, departing said Northerly line, a distance of 16.27 feet;

Thence North 53°18'04" West, a distance of 140.74 feet;
Thence North 21°27'19" West, a distance of 115.30 feet;
Thence North 00°02'48" West, a distance of 126.35 feet;
Thence North 01°20'15" East, a distance of 101.57 feet;
Thence North 89°26'10" East, a distance of 58.95 feet;
Thence North 00°13'09" East, a distance of 220.09 feet;
Thence North 49°11'38" East, a distance of 100.19 feet;
Thence North 00°58'53" East, a distance of 23.49 feet;
Thence South 89°01'07" East, a distance of 20.30 feet;
Thence South 00°58'53" West, a distance of 12.50 feet;
Thence North 89°01'07" West, a distance of 4.96 feet;
Thence South 00°58'53" West, a distance of 8.01 feet;
Thence South 49°11'38" West, a distance of 111.76 feet;
Thence South 00°13'44" West, a distance of 223.19 feet;
Thence South 89°26'10" West, a distance of 57.72 feet;
Thence South 01°20'15" West, a distance of 93.74 feet;
Thence South 00°02'48" East, a distance of 124.74 feet;
Thence South 21°27'19" East, a distance of 111.51 feet;
Thence South 53°18'04" East, a distance of 152.04 feet;
Thence South 89°05'12" East, a distance of 10.49 feet;

Legal Description for
APN 501-17-001P
Electric Easement
October 1, 2018

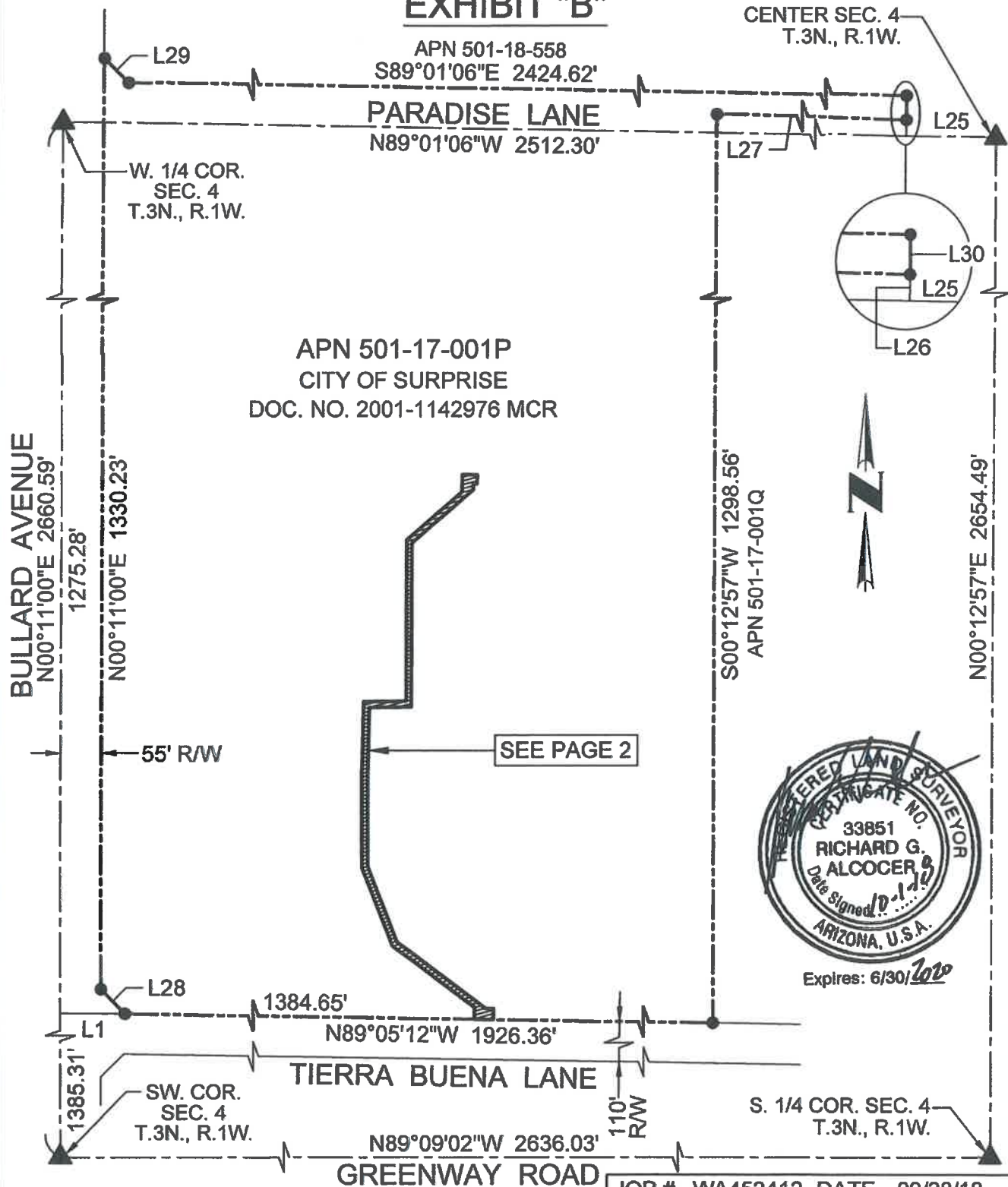
Thence South 00°00'00" East, a distance of 14.81 feet to a point on the Northerly Right of Way line of Tierra Buena Lane;

Thence North 89°05'12" West, along said Northerly line, a distance of 26.17 feet to the True Point of Beginning.

Containing 7,448 Square Feet or 0.171 Acres, more or less.



EXHIBIT "B"



Expires: 6/30/2020

LEGEND



EASEMENT AREA



PROPERTY LINE



PROPERTY CORNER

MCR

MARICOPA COUNTY RECORDER

JOB # WA452412 DATE 09/28/18

T.3N., R.1W., SEC. 4, SW. 1/4

SCALE 1" = 200' PAGE 1 OF 3

ELECTRIC EASEMENT

SURVEY: AS-BUILT

DRAWN BY: J. KITCHEN

BULLARD AVENUE

N00°11'00"E 1330.23'

55'
R/W

$$\frac{N00^{\circ}11'00''E}{1385.31'}$$

L1

-SW. COR.
SEC. 4
T.3N., R.1W.

TIERRA BUENA LANE

1384.65'

N89°05'12"W 1926.36'

JOB # WA452412 DATE 09/28/18

T.3N., R.1W., SEC. 4, SW. 1/4

SCALE 1" = 100' PAGE 2 OF 3

ELECTRIC EASEMENT

SURVEY: AS-BUILT

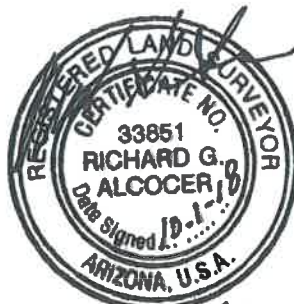
DRAWN BY: J. KITCHEN

LEGEND

EASEMENT AREA

PROPERTY LINE

PROPERTY CORNER
MARICOPA COUNTY
RECORDER



Expires: 6/30/2020

N:\01\0264901\Cadd\WA452412\WX.WA452412.EXHIBIT.dwg JeffreyK October 1, 2018

EXHIBIT "B"

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°05'12"E	88.01'
L2	N00°00'00"W	16.27'
L3	N53°18'04"W	140.74'
L4	N21°27'19"W	115.30'
L5	N00°02'48"W	126.35'
L6	N01°20'15"E	101.57'
L7	N89°26'10"E	58.95'
L8	N00°13'09"E	220.09'
L9	N49°11'38"E	100.19'
L10	N00°58'53"E	23.49'
L11	S89°01'07"E	20.30'
L12	S00°58'53"W	12.50'
L13	N89°01'07"W	4.96'
L14	S00°58'53"W	8.01'
L15	S49°11'38"W	111.76'

LINE TABLE		
NO.	BEARING	LENGTH
L16	S00°13'44"W	223.19'
L17	S89°26'10"W	57.72'
L18	S01°20'15"W	93.74'
L19	S00°02'48"E	124.74'
L20	S21°27'19"E	111.51'
L21	S53°18'04"E	152.04'
L22	S89°05'12"E	10.49'
L23	S00°00'00"E	14.81'
L24	N89°05'12"W	26.17'
L25	N89°01'06"W	125.30'
L26	N00°58'54"E	21.77'
L27	N88°34'01"W	497.55'
L28	N44°27'07"W	46.97'
L29	S44°25'03"E	46.99'
L30	S00°12'57"W	33.23'



Expires: 6/30/2020

JOB #	WA452412	DATE	09/28/18
T.3N., R.1W., SEC. 4, SW. 1/4			
SCALE	N/A	PAGE	3 OF 3
ELECTRIC EASEMENT			
SURVEY: AS-BUILT			
DRAWN BY: J. KITCHEN			

APS
WA452412
ELECTRIC EASEMENT
CLOSURE REPORT

The date and time is
10/1/2018 12:40 PM

N00°10'59.8243" E 1,385.31

S89°05'12.3416" E 88.01

S89°05'12.3416" E 1,384.65

BOUNDARY

N00°00'00.0000" W 16.27

N53°18'03.7190" W 140.74

N21°27'19.3828" W 115.30

N00°02'48.4547" W 126.35

N01°20'14.9262" E 101.57

N89°26'09.7099" E 58.95

N00°13'09.3019" E 220.09

N49°11'37.7564" E 100.19

N00°58'53.0000" E 23.49

S89°01'07.0000" E 20.30

S00°58'53.0000" W 12.50

N89°01'07.0000" W 4.96

S00°58'53.0000" W 8.01

S49°11'37.7564" W 111.76

S00°13'43.9589" W 223.19

S89°26'09.7099" W 57.72

S01°20'14.9262" W 93.74

S00°02'48.4547" E 124.74

S21°27'19.3828" E 111.51

S53°18'03.7190" E 152.04

S89°05'12.3416" E 10.49

S00°00'00.0000" E 14.81

N89°05'12.3416" W 26.17

Area = 7,447.8263 0.1710 AC

Closing course: 49°12'15.4467" 0.014888

Misclosure: 1/125,936

North Error: 0.009727

East Error: 0.011271



Expires: 6/30/2020



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	October 16, 2018	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the fiscal year 2019 budget by reallocating appropriations of \$13,900 within the Grants Fund in order to accept two grants from the Arizona Governor's Office of Highway Safety to support Fire-Medical's Impaired and Distracted Driving Campaign and Car Seat Program; Resolution #2018-160.

Motion:

I move to approve RES 2018-160.

Background:

The Surprise Fire-Medical Department (SFMD) was awarded two FFY19 grants from the Governor's Office of Highway Safety. The first grant provides \$7,000 in funding to support the Department's Car Seat Program. Car seats will be purchased and awarded to residents that demonstrate a need for a safe seat for a child in their care. The second grant provides \$6,877 in funding to support the Department's FY19 Impaired and Distracted Driving Campaign. SFMD and Surprise Police Department (SPD) personnel along with selected students from a high school within the Dysart Unified School District will participate in a mock crash scenario to convey the importance of safe, distraction-free, sober driving. The mock crash will take place in the spring of 2019 to heighten awareness around prom and graduation.

Objective Analysis:

SFMD and the SPD collaborate on occupant safety efforts throughout the year and also share a volunteer car seat coordinator. The goal of the car seat grant is to further educate the public on proper restraint use to decrease injuries and death to child passengers. SFMD frequently receives requests for car seats from citizens of Surprise and neighboring communities. Providing new car seats and hosting car seat clinics for the public will garner a higher concentration of educated occupants to reduce injuries. SFMD received FFY18 funding from GOHS to support the car seat program and successfully distributed fifty car seats to residents. SFMD received funding in FFY17 and FFY18 to conduct Distracted and Impaired Driving Mock Drills at Valley Vista and Willow Canyon high schools. These drills provide an opportunity to educate the younger population in the community on the long term effects of poor decisions while driving. Additionally, the drills provide an opportunity for first responders to test and apply their skills in a multi-casualty setting.

Policy Compliant:

These grants are consistent with all city and council policies and will adhere to the same as well as state guidelines if awarded.

Financial Impact:

This is a zero match grant. There will be no financial impact.

Budget Impact:

Within the Grants Fund, there will be a decrease in the Contingency org of \$13,900 and an increase in the Community Education org of \$13,900.

FTE Impact:

No FTE impact.

ATTACHMENTS:

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☐ [Resolution](#)

RESOLUTION # 2018-160

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$13,900 WITHIN THE GRANTS FUND FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY RELATED TO TWO GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS.

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise Fire-Medical Department a FFY19 Impaired Driving grant in the amount of \$6,877 in support of the FY19 Surprise Fire-Medical Department Impaired and Distracted Driving Campaign;

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise Fire-Medical Department a FFY19 Occupant Protection grant in the amount of \$7,000 in support of the FY19 Surprise Fire-Medical Department Car Seat Program;

WHEREAS, the City desires to accept the grant funding from the Governor's Office of Highway Safety in the above amounts totaling \$13,877;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 2. The City is hereby authorized to accept grant funding and enter into Highway Safety Contracts with the Governor's Office of Highway Safety in support of the FY19 Surprise Fire-Medical Department Impaired and Distracted Driving Campaign and Car Seat Program in the combined amount of \$13,877. The City Manager or his designees is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

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-XX
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$13,900 from Grants Contingency to two Grant projects within the Grants fund to cover anticipated expenses associated with the award of two Grants from the Governor's Office of Highway Safety. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34121 FFY19 GOHS DUI	E		6,900	6,900
Grants	General Operations	Contingency	E	21,295,100	(13,900)	21,281,200
Grants	Fire - Medical	#G34121 FFY19 GOHS DUI	R		6,900	6,900
Grants	General Operations	Other	R	21,395,000	(13,900)	21,381,100
Grants	Fire - Medical	#G34131 FFY19 GOHS Occupant Protection	E		7,000	7,000
Grants	Fire - Medical	#G34131 FFY19 GOHS Occupant Protection	R		7,000	7,000
Expense Total				21,295,100	-	21,295,100
Revenue Total				21,395,000	-	21,395,000



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	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 to the fiscal year 2019 budget by reallocating appropriations of \$287,200 from the Grants Fund to the Ground Ambulance Service Fund and appropriations of \$28,800 within the Ground Ambulance Service Fund in order to accept a grant from FEMA's Assistance to Firefighters Grant Program; Resolution # 2018-161.

Motion:

I move to approve Resolution # 2018-161.

Background:

The Surprise Fire-Medical Department (SFMD) is requesting approval of RES 2018-161 for the approval the Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$315,905 for an adaptive response unit. This program annually awards grants to local agencies under the vehicle acquisition category for jurisdictions to develop sustainable, safe fire and emergency operations. This program offered \$310M in awards nationwide. This grant program is incredibly competitive as fire departments in 56 states including the District of Columbia, the U.S. Virgin Islands, Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands or any federally recognized Indian Tribe is invited to apply.

Objective Analysis:

SFMD applied for the grant on February 2, 2018 and received the notice of award on August 31, 2018. FEMA's federal portion of the grant is \$287,187 with a \$28,718 (10%) matching funds component.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

There will be a 10% grant match component to this project that will amount to \$28,718, this match will come from the Ground Ambulance Service Fund.

Budget Impact:

A reallocation of appropriations in the amount of \$287,200 from the Grants Fund to the Ground Ambulance Service Fund and appropriations of \$28,800 within the Ground Ambulance Service Fund. The reallocation of \$28,800 represents Surprise Fire and Medical Department's match portion.

FTE Impact:

If the adaptive response unit is put into service, FTE's will be funded by the personnel in the Ground Ambulance Service Fund.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-161](#)

RESOLUTION # 2018-161

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$287,200 FROM GRANTS CONTINGENCY TO GROUND AMBULANCE CAPITAL FUND AND \$28,800 FROM GROUND AMBULANCE CAPITAL CONTINGENCY TO GRANT PROJECT G34150- AFG OPS & SAFETY FOR THE PURPOSE OF ACCEPTING A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTER'S GRANT PROGRAM TO PURCHASE A LOW ACUITY AMBULANCE.

WHEREAS, the Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) Program annually awards grants to local agencies under the vehicle acquisition category for jurisdictions to develop sustainable, safe fire and emergency operations;

WHEREAS, the Surprise Fire-Medical Department (SFMD) applied for the grant on February 2, 2018 and received the notice of award on August 31, 2018. SFMD plans to accept the FEMA AFG grant in the amount of \$287,187 with a \$28,718.70 matching funds component (10%) and use these combined funds to purchase a low acuity ambulance that will be put into service;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 2. The City is hereby authorized to accept the grant funding from FEMA and enter into any agreements which are required to memorialize the grant award. The City Manager or his designees is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

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 # 2018-161
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$287,200 from grant contingency, \$28,800 from ground ambulance capital contingency to grant project G34150 to cover anticipated expenses associated with the purchase of a Low Acuity Unit (LAU) ambulance with grant awards from FEMA's Assistance to Firefighters Grant (AFG) Program. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	21,295,100	(287,200)	21,007,900
Ground Ambulance Capital Fund	Fire - Medical	Contingency	E	292,100	(28,800)	263,300
Ground Ambulance Capital Fund	Fire - Medical	#G34150 AFG Ops & Safety Ambulance Grant	E	-	316,000	316,000
Grants	General Operations	Other	R	21,395,000	(287,200)	21,107,800
Ground Ambulance Capital Fund	Fire - Medical	#G34150 AFG Ops & Safety Ambulance Grant	R	-	287,200	287,200
Expense Total				21,587,200	-	21,587,200
Revenue Total				21,395,000	-	21,395,000



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date: October 16, 2018
Submitting Department:
Staff Recommendations: None

Contact Person: Sherry Ann Aguilar, City Clerk
District: Internal

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of October 2, 2018 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

☐ [Work Session](#)

CITY OF SURPRISE
Regular City Work Session - October 2, 2018
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 2, 2018 @ 4:00PM

Call To Order

Roll Call

Mayor Wolcott called the Regular City Council Work Session to order at 04:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, October 2, 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 Present:

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

Pledge of Allegiance

Call To The Public:

Regular City Council Work Session Agenda:

Mayor Wolcott commented that item #2 was withdrawn to a future date due to the weather.

1. Presentation and discussion pertaining to transit services, Fiscal Year 2018 performance and new RideChoice Contract from Valley Metro - NO ACTION

David Kohlbeck, Public Works gave a powerpoint presentation regarding this item. Mr. Kohlbeck gave a high level review on current services and 2018 performance on services.

571 Express Bus - 4 buses in the morning and late afternoon.

Senior Center Shuttle - Actual ridership vs. budgeted

Valley Metro Paratransit

RideChoice Taxi Service

Regional ADA Service

Council Member Winters asked for clarification on Para Transit Service, 3/4 mile of bus service.

Council Member Hall asked for clarification on budgeted amounts versus ridership numbers. Don't you think the RideChoice will be closer to the numbers when we have added service?

Vice Mayor Remley asked for budget clarification on the Senior Shuttle slide. What are we limiting this shuttle only to people that average 3 to 5 days a week at the Senior Center?

Seth Dyson - We as staff set this amount, the demand changes every day, we had to limit to the amount of rides we could afford, but to take care of the frequent users.

Vice Mayor Remley - The Senior Shuttle is working very well and thanked staff for making these changes.

Rob Antoniak, Valley Metro and Ron Brooks, Services Manager conducted a powerpoint presentation on Enhancing RideChoice for Surprise Residents.

Council Member Winters asked if we have a lot of seniors using the Shuttle service?

Mr. Dyson - We have members riding almost every single day, over 800 members at the Center.

Council Member Winters asked how the others get there every day? 3 dollars for an 8 mile ride, correct? I would like to see one price in the City of Surprise.

Mr. Brooks commented that you can take a farther trip and pay per mile extra.

Mr. Kohlbeck clarified the number of seniors who use RideChoice, there are a number of members that do not care to use the lift. Many are staying with the taxi program.

Council Member Winters asked will there be penalties if a rider is having to wait for an extended amount of time?

Mr. Brooks clarified why there would be delays, but there are mechanisms in place to solve the ride issues.

Mr. Antoniak - I am currently monitoring the ride schedule right now on my phone, good service times in Surprise.

Council Member Hall said that we are all hopeful that this works for Surprise. Thanked David Kohlbeck for his procurement efforts and like our selection. We need solid regular data right away.

Mr. Antoniak - we are 2 days into the contract and 6 successful deliveries as of right now, we will be able to get you real time data.

Vice Mayor Remley commented that last year we gave you a rough time, I wanted to go on the record for thanking you for listening to our concerns. You have built a much better program and can't wait to see how it works. This City is looking forward to improving the services we have with Valley Metro we really want this to work.

Council Member Tande commented that he is glad you have a dashboard and hope you can share real time data. I see hospitals are now advertising the average wait time for emergency room. This would be helpful.

Council Member Hayden asked if you have a delay, do you notify the customer that the driver is running behind?

Mr. Brooks commented that the drivers will manage quality service and contact the customer of delay times. Most customers can expect that there will be delays, but when they don't is when they get frustrated.

Mayor Wolcott commented that this is much better than what we saw last year and we hear about it constantly from our residents. Our heart goes out to the people that depend on this service. We very much appreciate all the work that is going in to resolve the issues. I do like the idea of the dashboard connectivity to our City's website. Another level of transparency for our residents.

2. Presentation and discussion regarding Dale Lane Rights-of-Way (ROW), and adjacent transportation projects - WITHDRAWN TO A FUTURE DATE

3. Discussion pertaining to a potential partnership between the City of Surprise and the Non-profit Chance Shelter of Surprise in order to build a no-kill animal shelter on City owned land in Surprise - NO ACTION

City Manager Wingenroth gave a powerpoint presentation on this item. Mr. Wingenroth gave a proposal overview including lease, ongoing utility costs, operation and staffing of the no-kill shelter. A future location has been identified on the property for the future public works facility.

If Council gives the go ahead on this project there will be public outreach to make sure everyone knows of this project. There is strong community support for this organization and cause.

Council Member Hall commented that this is a very good step, a great partner to be involved with. Raising money is not easy. The outdoor part of the facility needs to be on

the north side with businesses next door.

Council Member Winters commented that we are routing for you, this is a great organization and is something that Surprise needs. I am behind this.

Council Member Duffy commented that is a no brainer, especially a no kill shelter. I support this project.

Vice Mayor Remley commented that he agrees that this is a no brainer.

Council Member Hayden has received a lot of resident support and they are offering to volunteer. I will give you a list.

Council Member Tande commented that he is excited about this. Air conditioning is very important especially in Arizona. Animal control is a County function but eventually the County will need a facility in the west valley.

Council Member Hall asked for projected costs? On the design, the outdoor should have a ceiling over it, lots of coyotes.

Mr. Wingenroth gave an estimate of \$25,000. to \$35,000. per year. We will do research on the licensing. Will bring back an action item hopefully for the next meeting so Chance Shelter can start fund raising and put up a sign.

Vice Mayor Remley commented on charity organizations qualifying for the Arizona Tax Credit for contributions for a charitable organization.

Treasurer commented that she looked into this and was advised that this applied to people, not animals.

Executive Session:

Adjournment:

Council Member Hall made the motion to adjourn the Regular City Council Work Session of October 2, 2016 at 5:17 PM. Vice Mayor Remley seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of Tuesday, October 2, 2018.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the preliminary plat entitled, "Rio Rancho Estates" dated July 26, 2018, a property generally located one (1) mile west of the intersection of West Grand Avenue and West Happy Valley Road.

Motion:

I move to approve the preliminary plat entitled, " Rio Rancho Estates" dated July 26, 2018.

Background:

Goodwin and Marshall, Inc. on behalf of Southwest Value Partners, seeks approval of a Preliminary Plat for the approximately 188.02 acre Rio Rancho Estates residential Planned Unit Development ("PUD"). The Preliminary Plat proposes a 669-lot, 81-tract residential Preliminary Plat with a density of 3.55 du/A. The new design will provide for more traditional housing product types than previously approved under the Rio Rancho PAD.

Objective Analysis:

The subject Preliminary Plat meets the requirements of the Rio Rancho PUD Overlay and all other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and offered no concerns. The project is well designed and advances the goals and policies as established in the currently approved General Plan.

Policy Compliant:

The Surprise General Plan 2035 shows the subject properties as lying within the Neighborhood Character Area, which supports Suburban Neighborhoods at a density of two (2) to eight (8) dwelling units per acre (du/A).

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-071, Rio Rancho Estates Preliminary Plat - Staff Report](#)
 - ☐ [01 - FS18-071, Rio Rancho Estates Preliminary Plat - Vicinity Map](#)
 - ☐ [02 - FS18-071, Rio Rancho Estates Preliminary Plat](#)
 - ☐ [02 - FS18-071, Rio Rancho Estates Preliminary Plat](#)
 - ☐ [03 - FS18-071, Rio Rancho Estates Preliminary Plat - Landscape](#)
 - ☐ [04 - FS18-071, Rio Rancho Estates Preliminary Plat - Presentation](#)
-

PRELIMINARY PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS18-071

Project Name: Rio Rancho Estates Residential Development

Council District: 1 - Acacia

Meeting Date: October 16, 2018

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

Owner: Southwest Value Partners

Applicant: Goodwin and Marshall, Inc.

Request: 669-lot, 81-tract, Residential Preliminary Plat

Site Location: Generally, one (1) mile west of the intersection of West Grand Avenue and West Happy Valley Road

Site Size: Approximately 188.02 acres

Density: Approximately 3.56 dwelling units per acre (du/A)

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

Support/Opposition: None reported

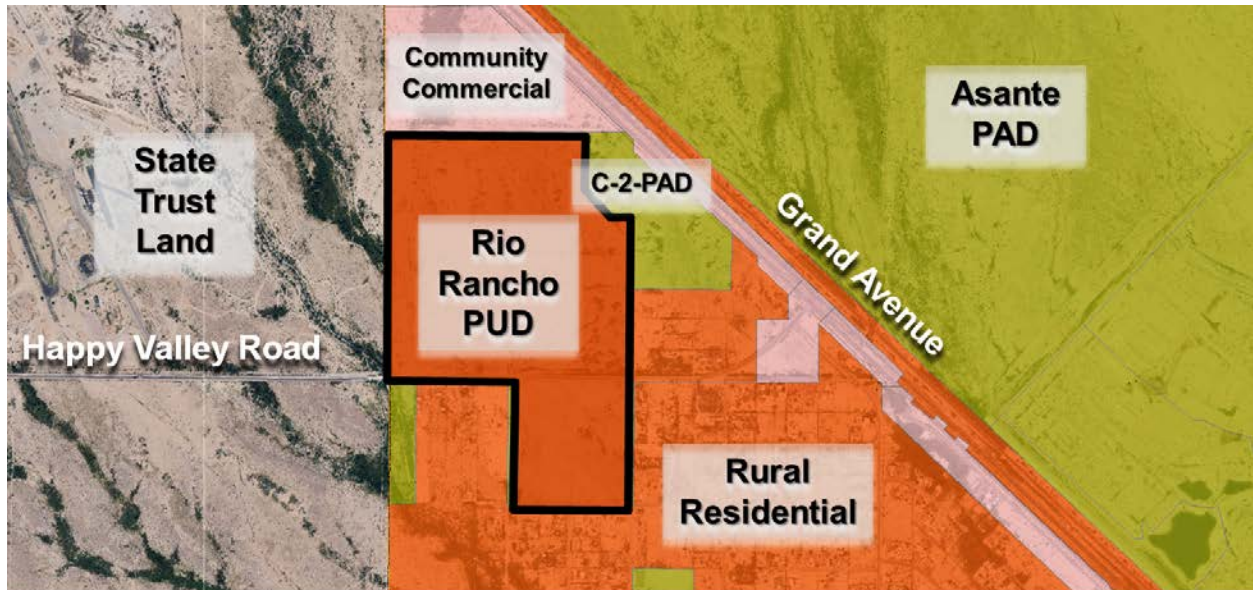
Recommendation: The Planning and Zoning Commission recommended approval of the Rio Rancho Estates Preliminary Plat on September 20, 2018.

PROJECT DESCRIPTION:

Goodwin and Marshall, Inc. on behalf of Southwest Value Partners, seeks approval of a Preliminary Plat for the approximately 188.02 acre Rio Rancho Estates residential Planned Unit Development ("PUD"). The Preliminary Plat proposes a 669-lot, 81-tract residential Preliminary Plat with a density of 3.55 du/A. The new design will and provide for more traditional housing product types than previously approved under the Rio Rancho PAD.

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject parcels and its surroundings for the specific area to be developed:



State Trust Land Vacant	Community Commercial (CC) Vacant	Community Commercial (CC) Vacant
	Rio Rancho R1-5-PUD RM6-PUD RM9-PUD	Rio Rancho PAD Vacant Commercial (CC-PUD) and Residential Ranch (RR)
	Residential Ranch (RR)	

BACKGROUND:

April 12, 2001: The subject parcels were annexed into the City of Surprise by the Mayor and City Council under Ordinance 01-04.

April 12, 2001: The Mayor and City Council approved a PAD for Rio Rancho Estates under Case PAD00-035.

January 27, 2005: The Mayor and City Council approved a PAD Amendment for Rio Rancho Estates under Case PADA04-201.

June 23, 2005: The Mayor and City Council approved a Preliminary Plat for Rio Rancho North under Case FP04-203.

June 23, 2005: The Mayor and City Council approved a Preliminary Plat for Rio Rancho South under Case FP04-303.

July 13, 2006: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 5 under Case FP05-463.

July 13, 2006: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 6 under Case FP06-464.

June 14, 2007: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 2 under Case FP06-266.

June 14, 2007: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 1 under Case FP06-267.

December 7, 2017: Staff met with the applicant to discuss the subject Preliminary Plat during a regularly scheduled Concept Review meeting under Case CR17-649.

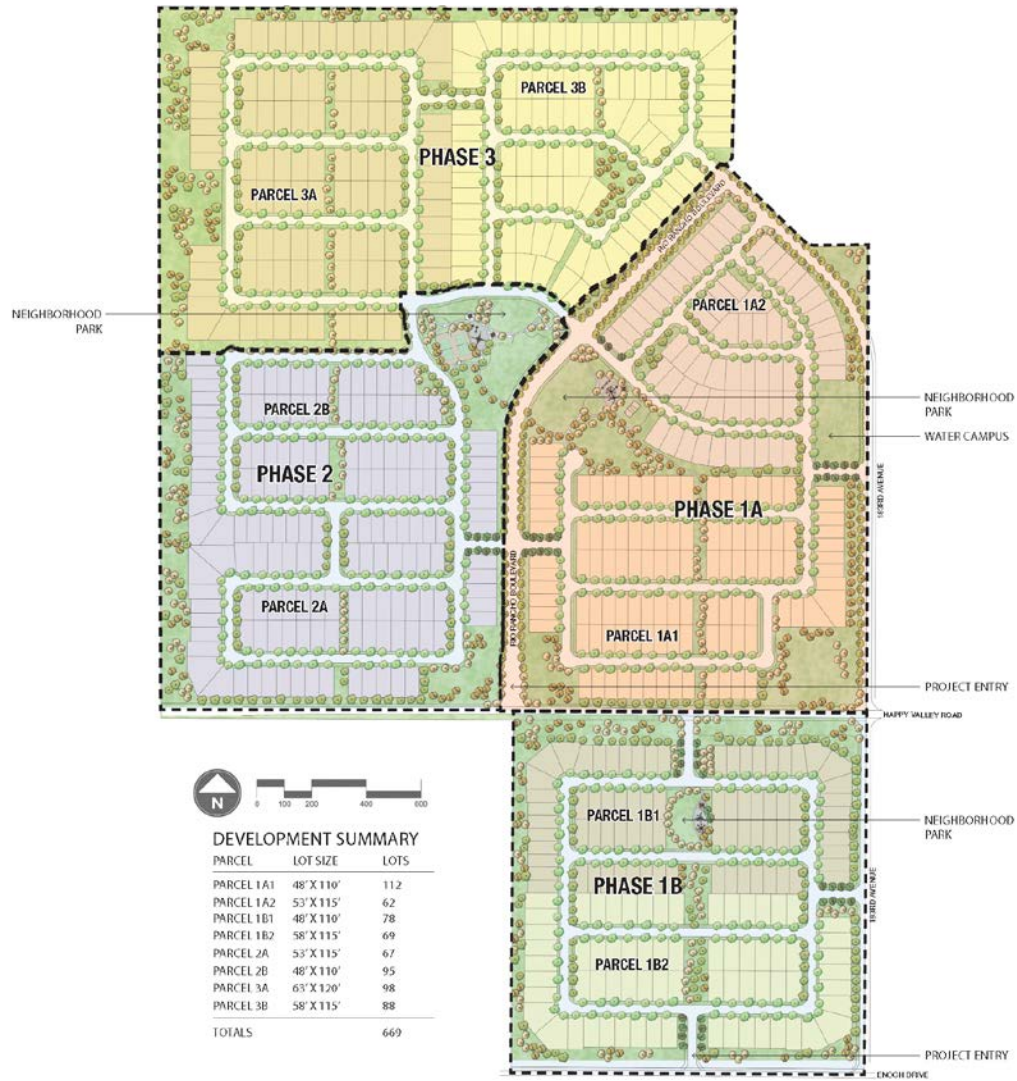
December 19, 2017: The Mayor and City Council approved a Rezone with PUD Overlay for the residential portion of Rio Rancho Estates under Case FS17-259.

ANALYSIS AND DISCUSSION:

The Rio Rancho development was initiated in 2001. The initial PAD envisioned a 194.3 acre community with 39.5 acres of commercial land and 154.8 acres of low to high density residential. In 2005, an amendment to the PAD resulted in a proposed 233 acre community that increased the residential portion by 39 acres. In 2017, a Rezone with PUD Overlay was approved for the residential portion of the Rio Rancho PAD. The approval provided for a 188.02 acres residential development that lowered the density from 4.92 du/A to 3.55 du/A, and lowered the lot count from 906 to 669 dwelling units.

The subject Preliminary Plat anticipates 669 single-family residential lots over eight (8) development parcels. Phasing will be nonlinear and construction will be dictated by market demands. The parcel breakdown of the lots, acreages, and densities is shown below:

Rio Rancho Estates - Lots, Areas, and Densities			
Parcel	Lots	Acreage	Density
1A.1	112	30.21	3.71
1A.2	62	23.52	3.02
1B.1	78	19.27	4.05
1B.2	69	19.39	3.56
2A	67	19.42	3.45
2B	95	25.57	3.72
3A	98	30.12	3.25
3B	88	23.52	3.74
Total	669	188.02	3.56



83

84

85 The Rio Rancho Estates Preliminary Plat proposes the following distribution of residential lot types:

Zoning	Dimensions	Lot Count
R1-5-PUD - Low Density Residential	63 feet by 115 feet	98
RM-6-PUD - Medium Density Residential	58 feet by 115 feet 53 feet by 115 feet	286
RM-9-PUD - Medium Density Residential	48 feet by 110 feet	285
Total		669

The approved development standards for each of these Lot Categories are depicted in the matrix below:

Dimensional Standards								
Zoning District -3-	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Min. Front Setback	Min. Side Setbacks	Total Side Setbacks	Min. Rear Setback	Max. Height
RL-5-PUD	7,200 ☐	60'	100'	15' -2-	5'	13'	20'	35'
RM-6-PUD	6,000 ☐	50'		12'/20' -1-				
RM-9-PUD	4,500 ☐	40'		-2-				

- 1- 12 feet for side loaded garages and 20' for enclosed living space.
- 2- Front facing garages will have a minimum 21-foot front yard setback.
- 3- Maximum coverage of 55 percent for all zoning districts.

Open Space:

The Rio Rancho Estates is proposing to provide substantial open space, trails, and recreational amenities. Total open space is approximately 21.64 percent, 40.69 acres, of the overall 188.02 gross acre development. Proposed is approximately 2 miles of open space trails connecting all of the community to the major park features. In addition, as the southeastern corner of the project intersects a regional trail proposed by the City of Surprise Parks and Recreation Master Plan, the trail along the western side of the development is available to be included in the Regional Trail system and may be open to the public if so desired by the City.



UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	Beardsley
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject properties as lying within the Neighborhood Character Area, which supports Suburban Neighborhoods at a density of two (2) to eight (8) dwelling units per acre (du/A). The Rio Rancho development is proposing a density of 3.55 du/A.

REVIEWING AGENCIES:

In addition to the standard City reviewing agencies, who indicate no objections to the requests, Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case and posed no opposition.

SUMMARY:

This proposed Preliminary Plat is well designed and will provide preliminary lotting and landscape design for the 188.02 acre, 669 lot, residential community located west of the intersection of Grand Avenue and Happy Valley Road.

FINDINGS:

- The proposed Preliminary Plat is in conformance with the Surprise General Plan
- The proposed Preliminary Plat is in conformance with the Rio Rancho Estates PUD
- The proposed Preliminary Plat is in conformance with the Surprise Municipal Code
- The reviewing agencies have indicated no objections to the request
- The Planning and Zoning Commission recommended approval of the subject Preliminary Plat.

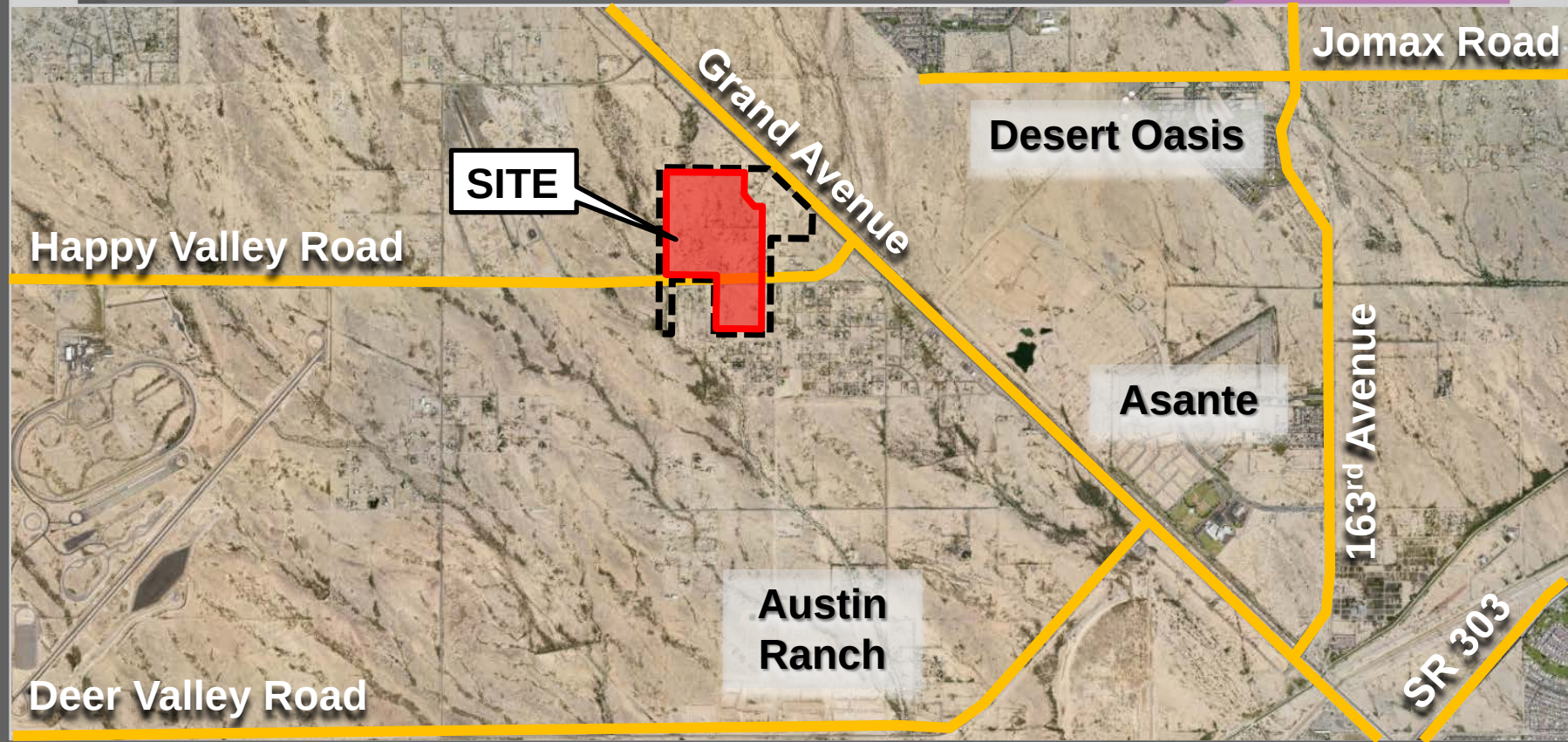
ACTION OPTIONS:

The Planning and Zoning Commission recommended **approval** to the Mayor and City Council of the Rio Rancho Estates Preliminary Plat on September 20, 2018.

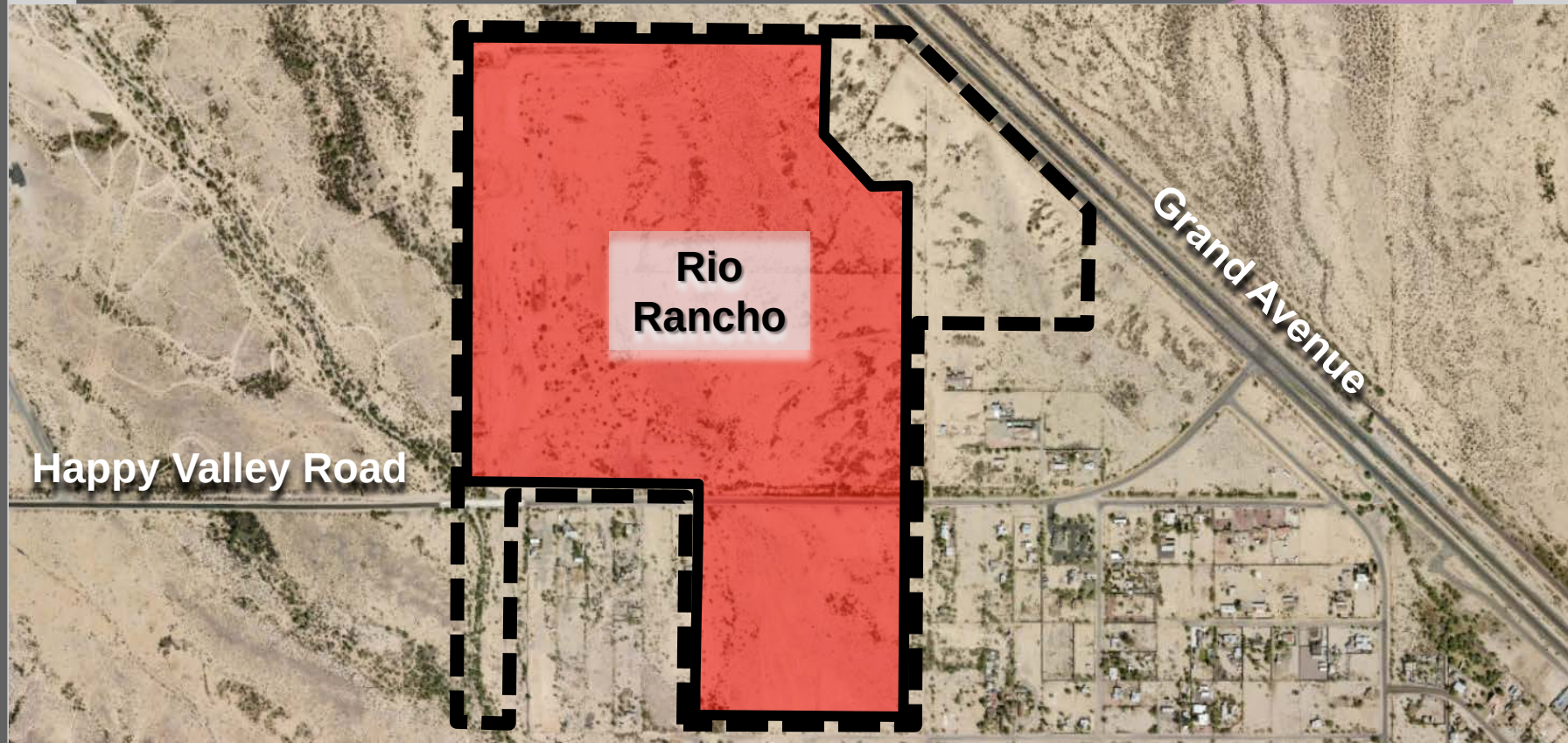
Council recommendation of **denial** of the requested Preliminary Plat would necessitate the Mayor and City Council making its own findings and base its decision on those alternative findings.

136	<u>Attachments:</u>
137	01 - Vicinity Maps
138	02 - Preliminary Plat
139	03 - Landscape Plans
140	04 - PowerPoint

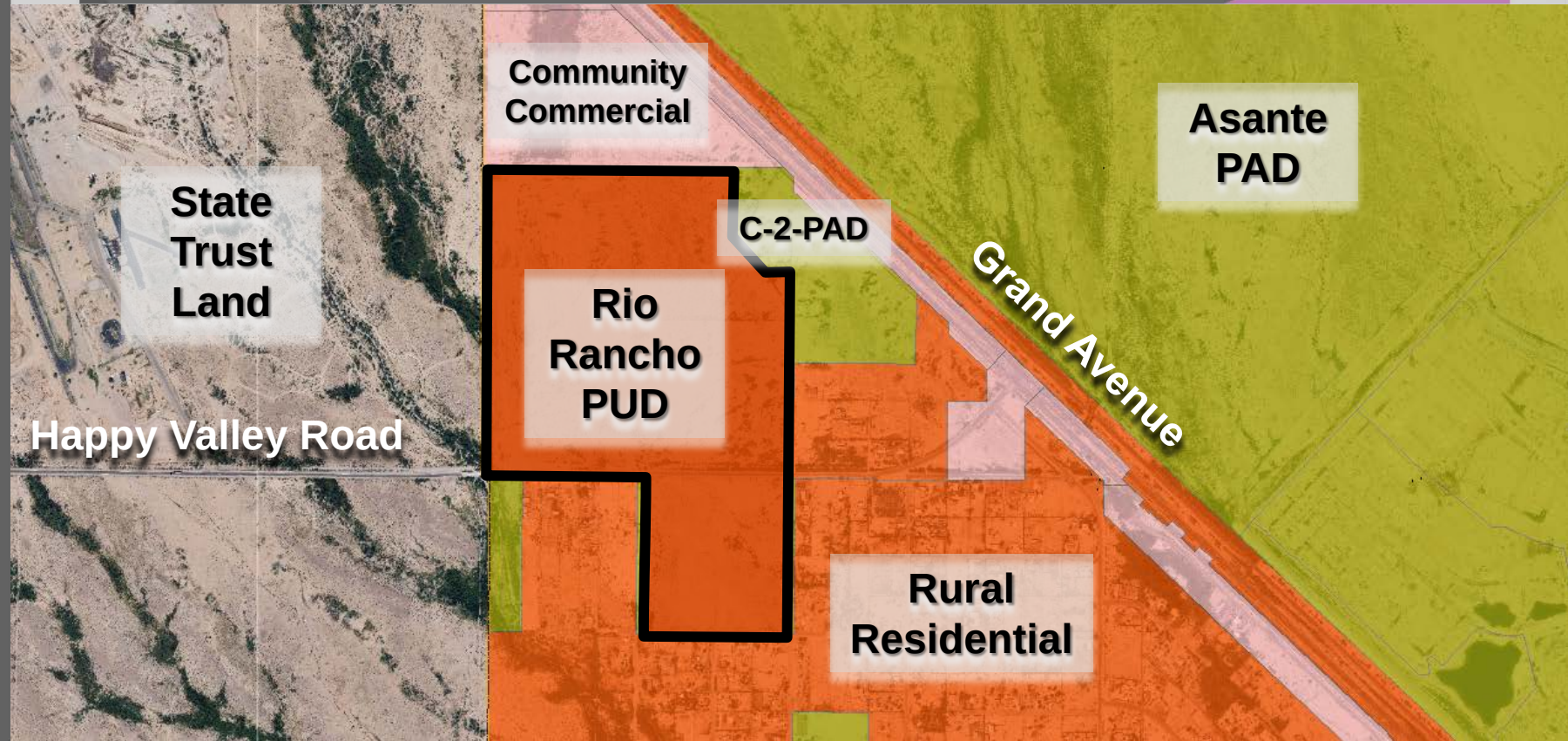
VICINITY MAP



VICINITY MAP



SURROUNDING ZONING



LEGEND	
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPOSED WATER LINE
	EXISTING WATER LINE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	PROPOSED S.S. LINE W/ MANHOLE
	EXISTING S.S. LINE W/ MANHOLE
	GRADING SPOT
	EXISTING GROUND SPOT ELEVATIONS
	CENTERLINE
	RIGHT OF WAY
	LOT LINE
	MONUMENT LINE
	BOUNDARY
	MATCHLINE
	EASEMENT LINE
	EXISTING CONTOUR
	RETENTION CONTOUR
	100-YR FLOODPLAIN

ABBREVIATIONS	
EX	EXISTING
PROP	PROPOSED
B-B	BACK TO BACK
F-F	FACE TO FACE
TP	TOP OF PAVEMENT
TC	TOP OF CURB
G	GUTTER
LF	LINEAR FEET
ROW	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
HP	HIGH POINT
LP	LOW POINT
T/P	TOP OF PIPE
BW	BOTTOM OF WALL
TW	TOP OF WALL
SVT	SIGHT VISIBILITY TRIANGLE
B.L.	BUILDING SETBACK LINE
L.S. TRACT	LANDSCAPE TRACT
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
B/C	BACK OF CURB

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, and the Northwest Quarter of Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest corner of said Section 3, same being the Northwest corner of said Section 10,

THENCE North 00 deg. 09 min. 08 sec. West (Basis of Bearings) along the West line of the Southwest Quarter of said Section 3, a distance of 2631.54 feet to a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3,

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 2137.51 feet, from which a found 2" Maricopa County aluminum cap for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East - 3130.52 feet,

THENCE South 01 deg. 01 min. 16 sec. West departing said North line, a distance of 545.88 feet,

THENCE South 43 deg. 22 min. 03 sec. West, a distance of 49.90 feet,

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 403.84 feet to a Point of Curvature of a circular curve to the left, having a radius of 70.00 feet, a central angle of 44 deg. 29 min. 10 sec., and being subtended by a chord which bears South 68 deg. 52 min. 32 sec. East - 53.00 feet,

THENCE in a southeasterly direction along said curve to the left, a distance of 54.35 feet,

THENCE North 88 deg. 52 min. 56 sec. East tangent to said curve, a distance of 193.35 feet to the East line of the Southwest Quarter of said Section 3, from which a found 2" Maricopa County aluminum cap for the North Quarter corner of said Section 3 bears North 00 deg. 12 min. 58 sec. East - 3049.48 feet,

THENCE South 00 deg. 12 min. 58 sec. West along said East line, a distance of 1760.39 feet to a calculated position of the South Quarter corner of said Section 3, same being the North Quarter of said Section 10,

THENCE South 00 deg. 22 min. 29 sec. West along the East line of the Northwest Quarter of said Section 10, a distance of 1286.09 feet,

THENCE North 89 deg. 43 min. 43 sec. West departing said East line, a distance of 1310.92 feet to a found 1/2" rebar with cap stamped "RLS #38863" in the West line of the Northeast Quarter of the Northwest Quarter of said Section 10,

THENCE North 00 deg. 30 min. 00 sec. East along said West line, a distance of 1285.85 feet to a found 1" iron pipe for the North 16th corner of the Northwest Quarter of said Section 10,

THENCE North 89 deg. 44 min. 22 sec. West along the North line of the Northwest Quarter of said Section 10, same being the South line of the Southwest Quarter of said Section 3, a distance of 1308.11 feet to the POINT OF BEGINNING, containing 8,189,796 square feet or 188.012 acres of land, more or less.

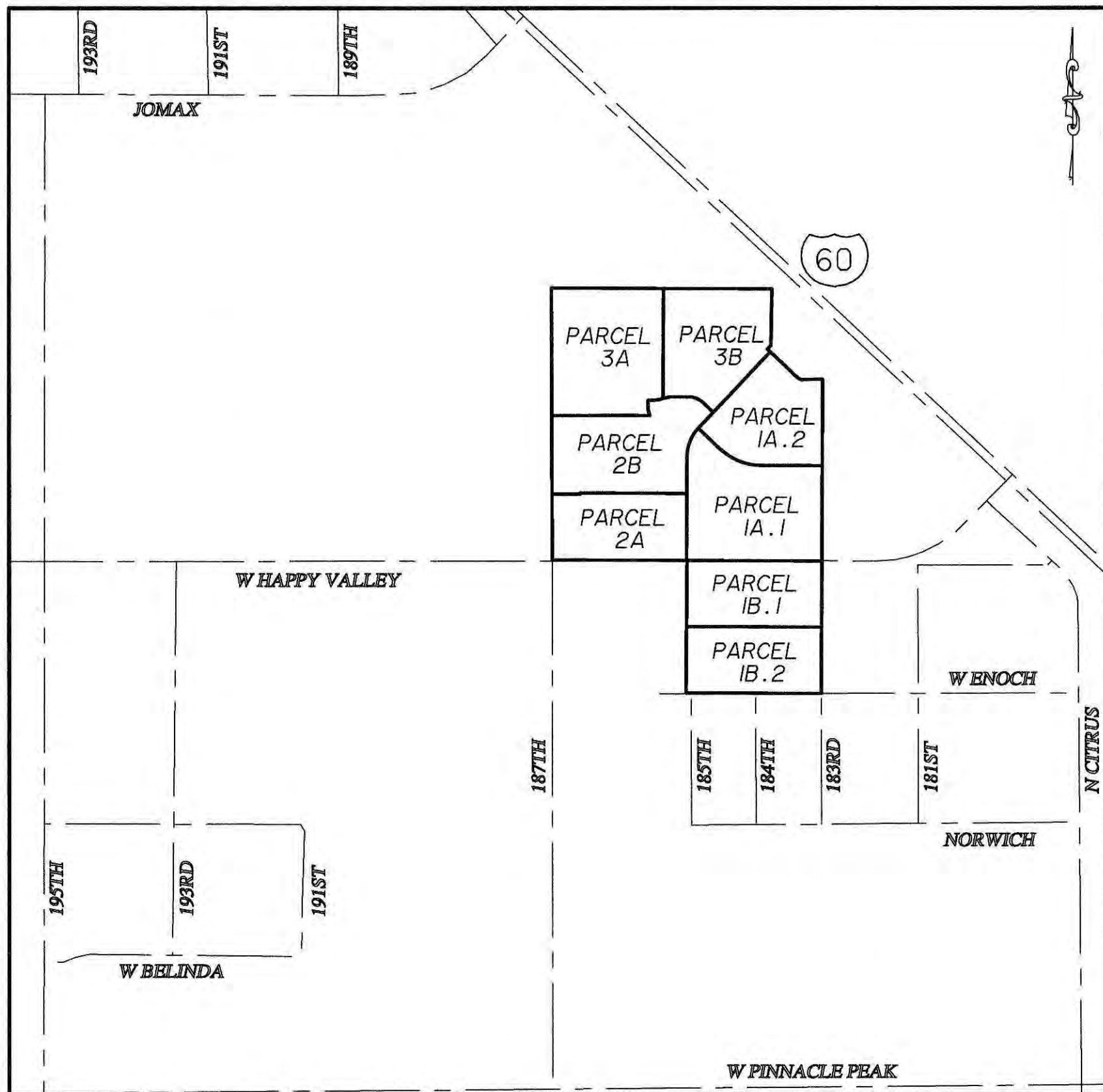
NOTE:

THE SUBJECT TRACT LIES WITHIN THE ZONE X AND ZONE AE ON FEMA MAP #04013C1205L DATED OCTOBER 16, 2013. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE AE IS DEFINED AS AREAS OF 1% ANNUAL CHANCE FLOOD ALSO KNOWN AS THE BASE FLOOD. SEE FIGURE 3 FOR THE PROJECT SITE OVERLAIN ON THE FEMA MAP.

PRELIMINARY PLAT FOR RIO RANCHO ESTATES

CITY OF SURPRISE, MARICOPA COUNTY,
ARIZONA
JULY, 2018

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



VICINITY MAP

NOT TO SCALE

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING: NORTH 00°09'08" WEST (MEASURED) (PER ALTA PERFORMED BY ASAM DATED 01/19/18)

BENCHMARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" U.S. COAST & GEODETIC SURVEY BRASS CAP IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY 45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE AND APPROXIMATELY 2340' NW OF THE INTERSECTION OF HAPPY VALLEY ROAD AND GRAND AVENUE
PID-DV2040

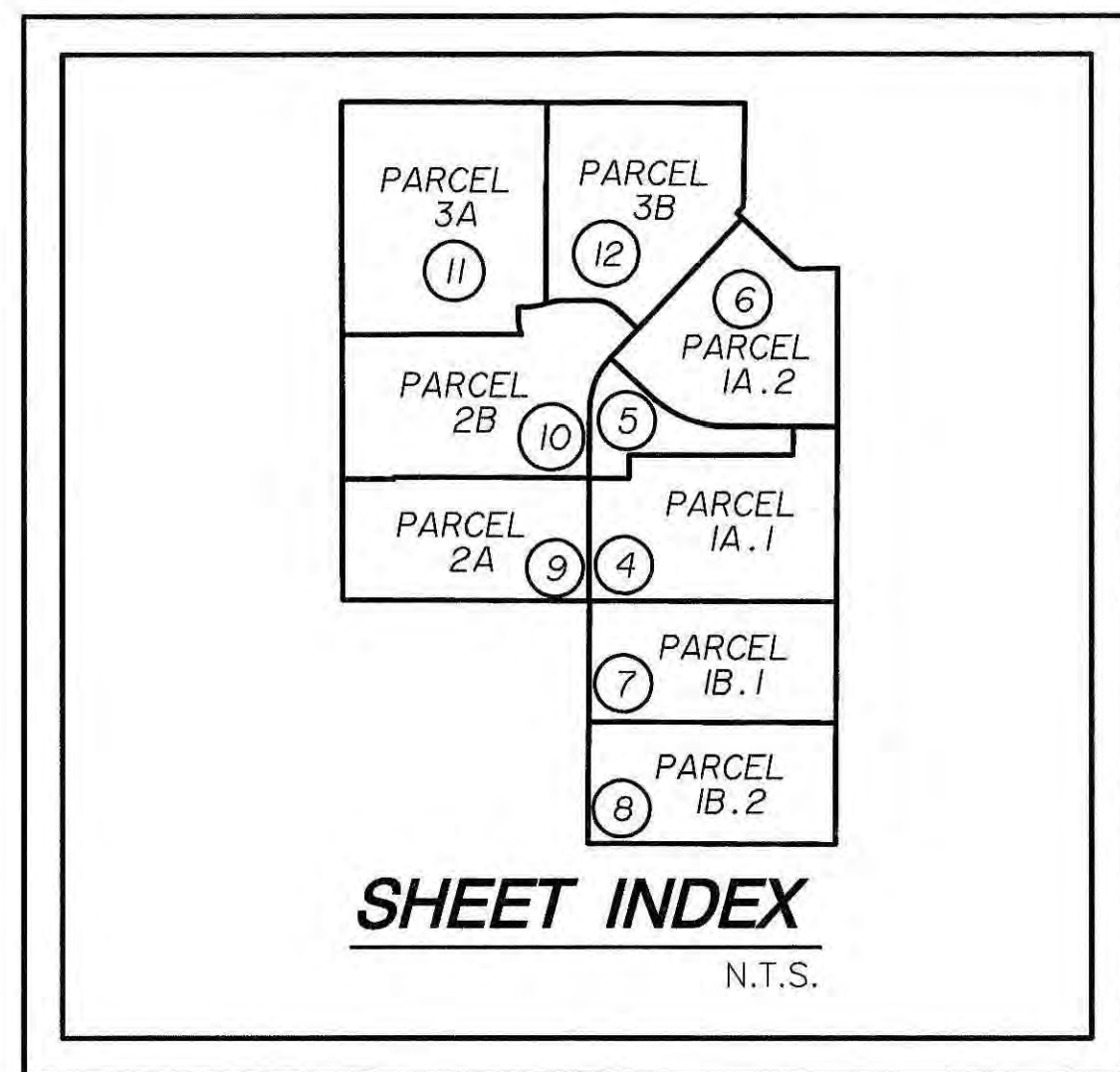
ELEVATION= 1448.15 (NAVD 88 DATUM)

UTILITY SERVICES

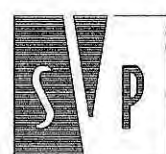
SEWER CITY OF SURPRISE
WATER BEARDSLEY WATER COMPANY
ELECTRICITY A.P.S.
COMMUNICATIONS CENTURY LINK
GAS COX
POLICE SOUTHWEST GAS
FIRE CITY OF SURPRISE
SOLID WASTE CITY OF SURPRISE

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SHEET 12	HAPPY VALLEY ROAD & ENOCH DRIVE LAYOUT
SHEET 13	



DEVELOPER:



SOUTHWEST VALUE PARTNERS

SOUTHWEST VALUE PARTNERS
7600 E. DOUBLETREE RANCH ROAD, SUITE 120
SCOTTSDALE AZ 85258
CONTACT: JUSTIN MERRITT
802-218-7285
JMERRITT@SWVP.COM

PREPARED BY:

GOODWIN AND MARSHALL INC.

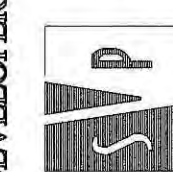
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, #2
Chandler, Arizona 85286
(602) 218-7285
Contact: Warren Russell, P.E.

PRELIMINARY PLAT FOR RIO RANCHO ESTATES

SOUTHWEST VALUE PARTNERS

DEVELOPER:



GOODWIN AND MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2705 S. Alma School Road, #2
Chandler, Arizona 85286
Contact: Warren C. Russell, P.E.

EXPRES 09/30/18

REVIEW: WCR

SHEET: 1 OF 13

DESIGN: WCR

DRAFT: JAS

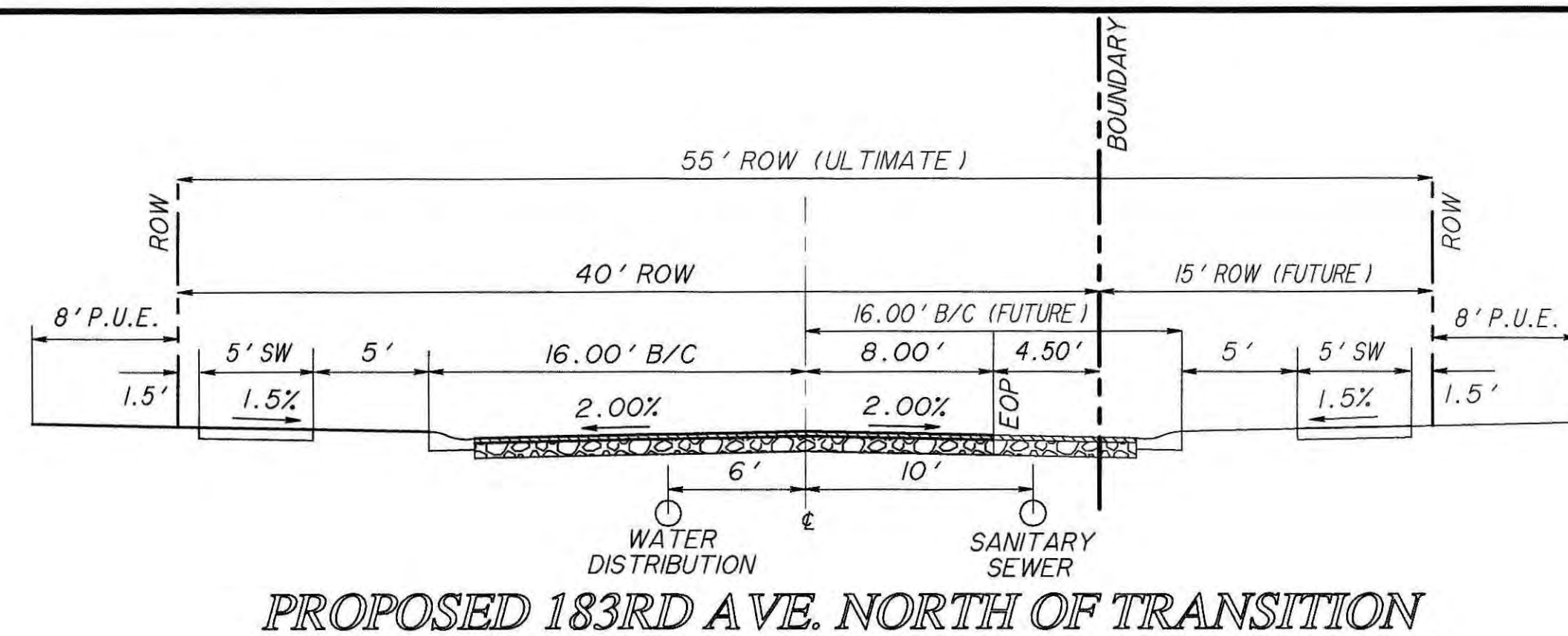
JOB NO.: 10692A

DATE: JULY, 2018

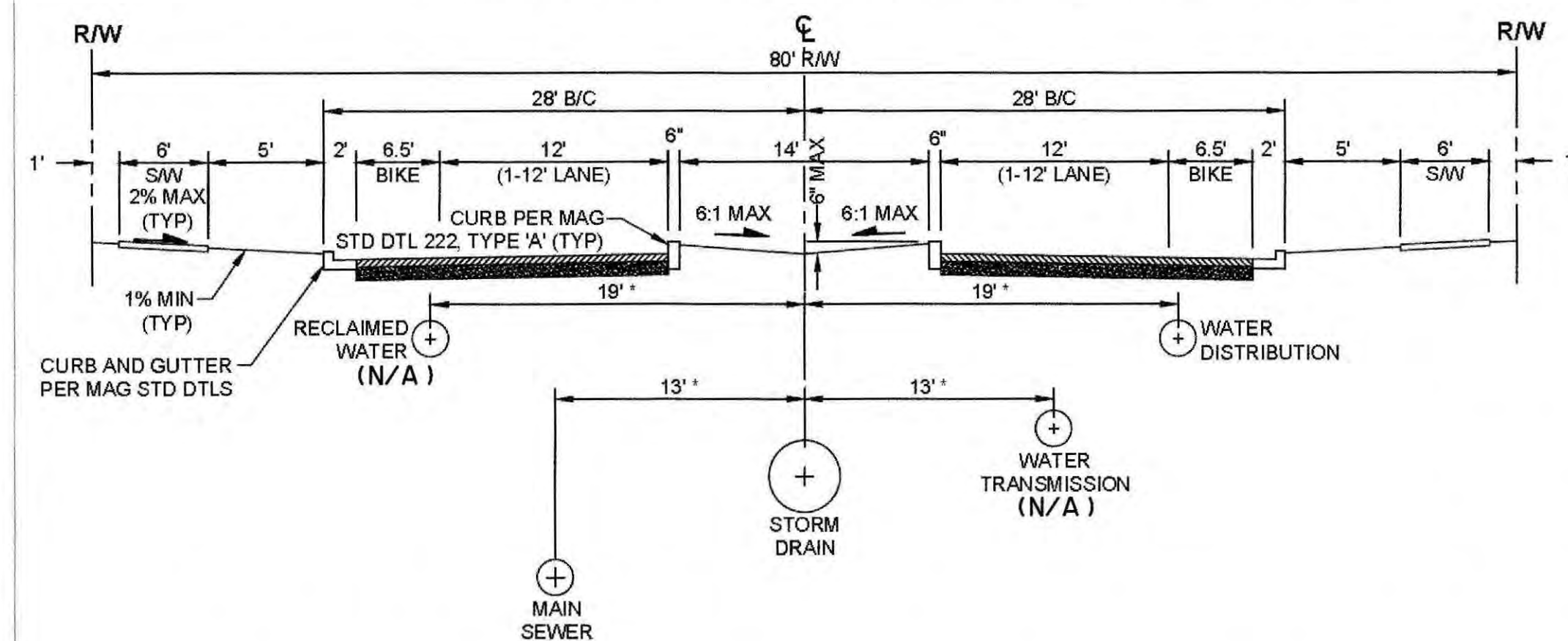
Contact Arizona 811 at least two full working days before you begin excavation



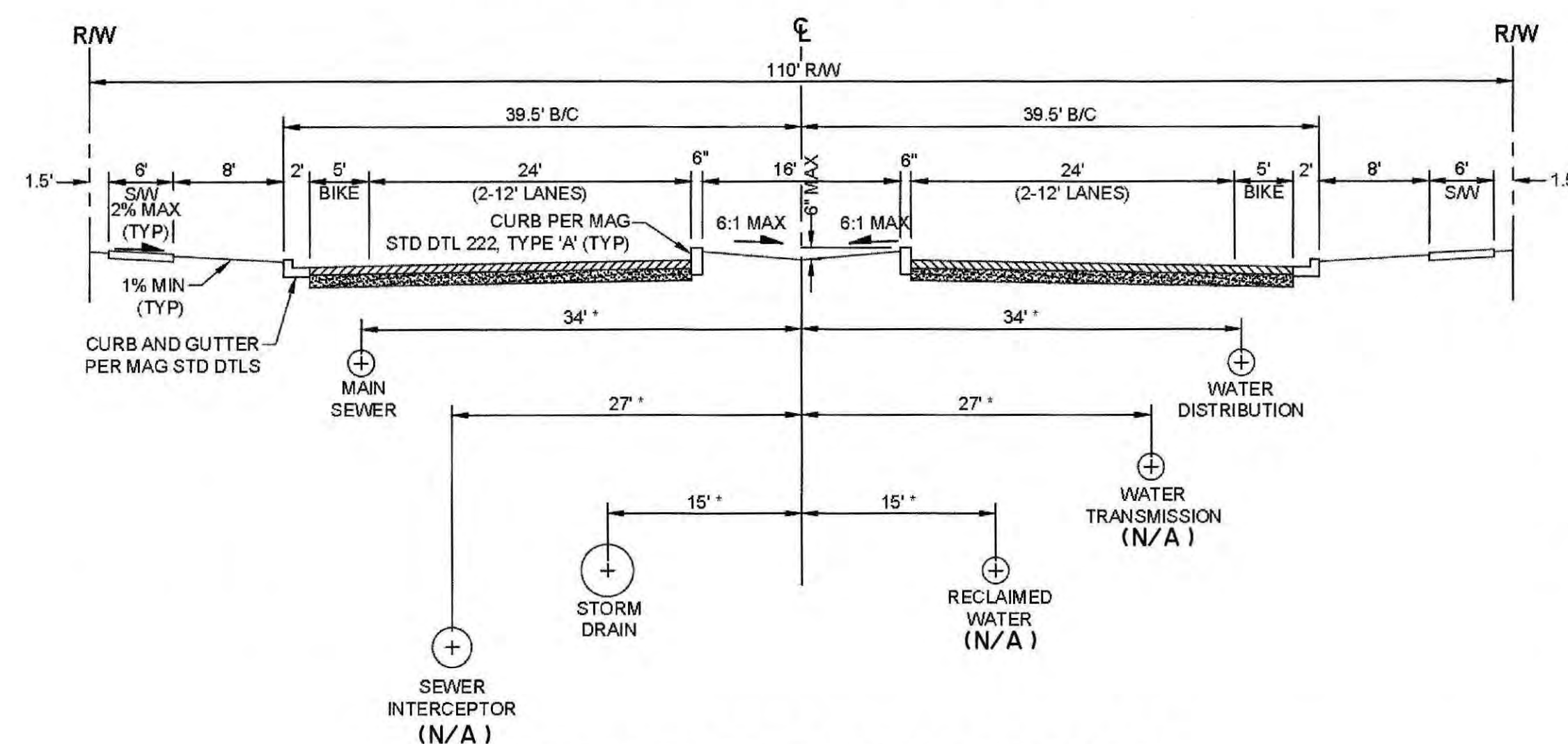
Call 811 or click Arizona811.com



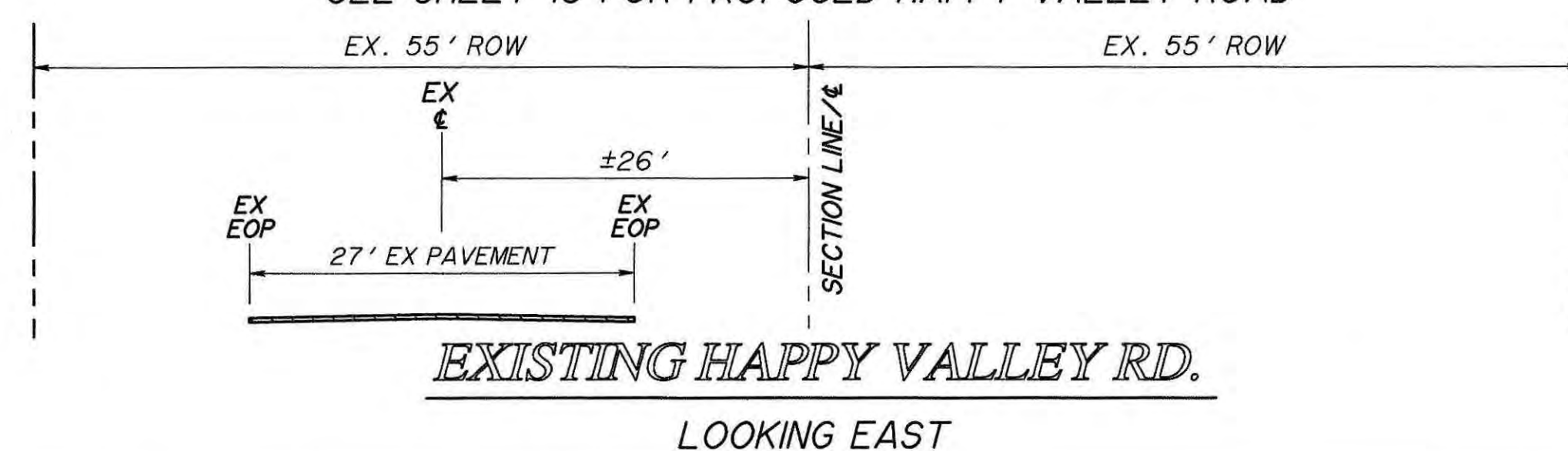
LOOKING NORTH
(MODIFIED PER CITY OF SURPRISE STD. DTL. 3-07)



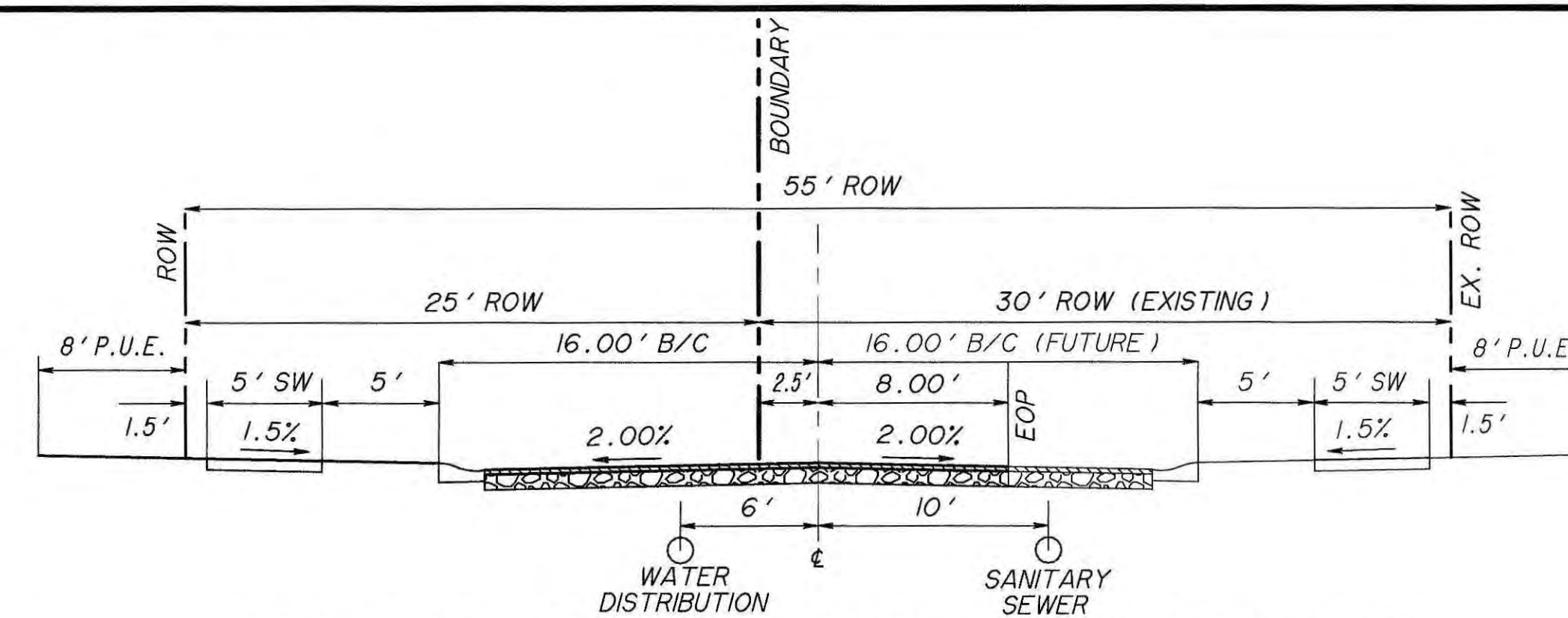
PROPOSED RIO RANCHO BLVD.
LOOKING NORTH
(CITY OF SURPRISE STD. DTL. 3-05)



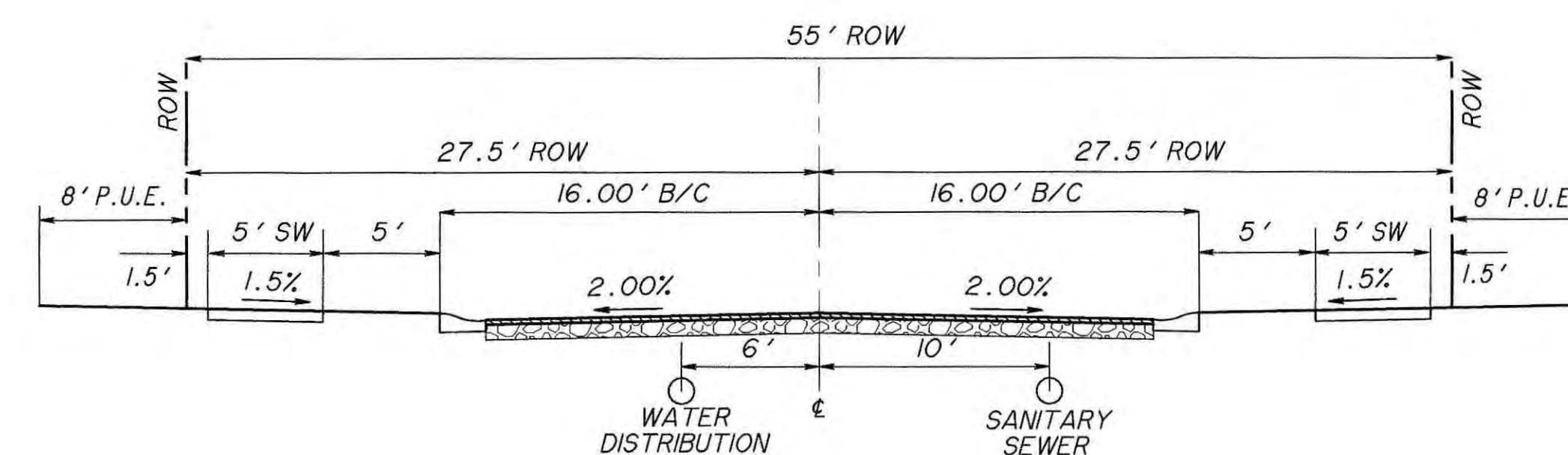
ULTIMATE HAPPY VALLEY RD.
LOOKING EAST
(CITY OF SURPRISE STD. DTL. 3-03)
SEE SHEET 13 FOR PROPOSED HAPPY VALLEY ROAD



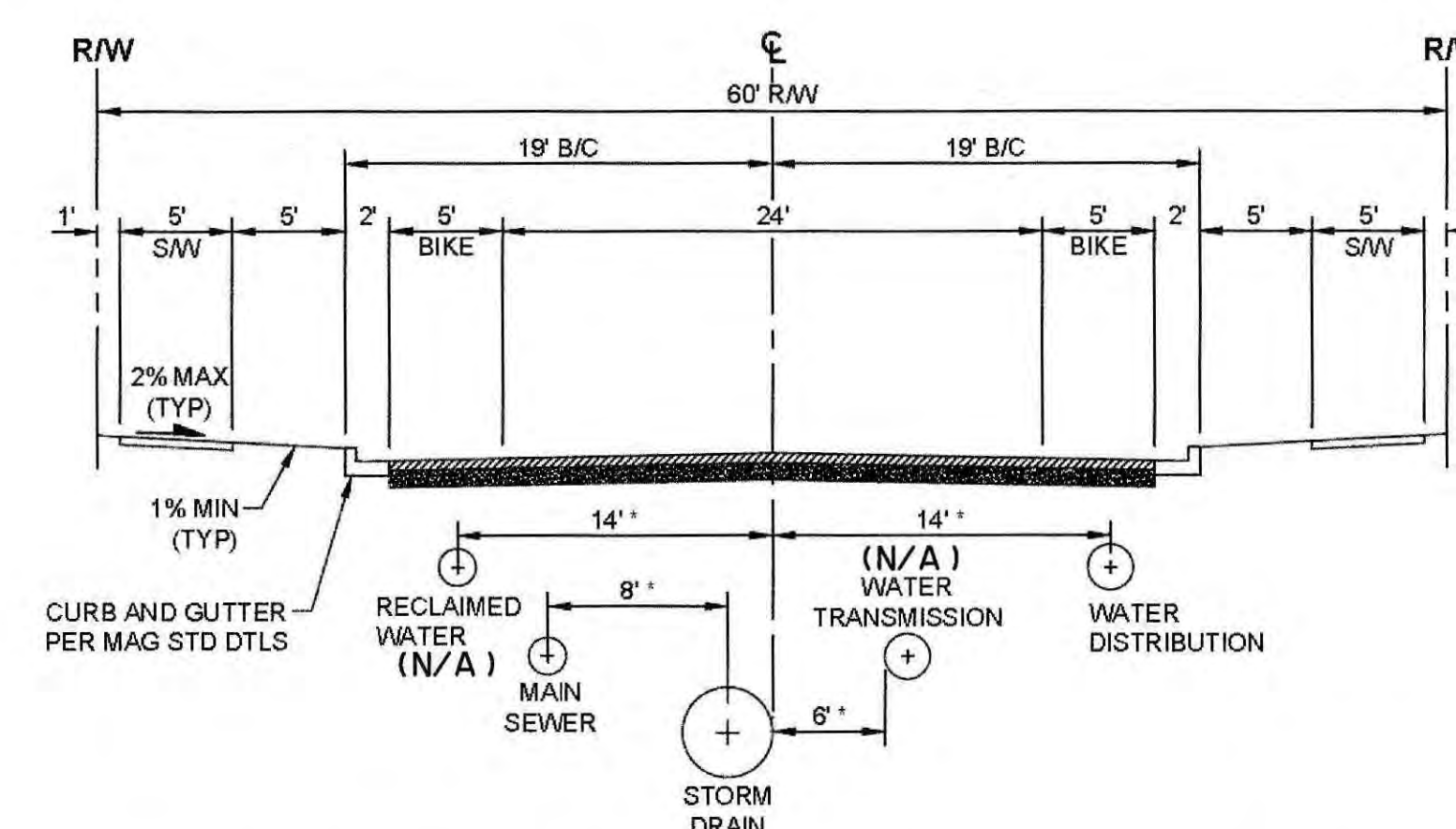
LOOKING EAST



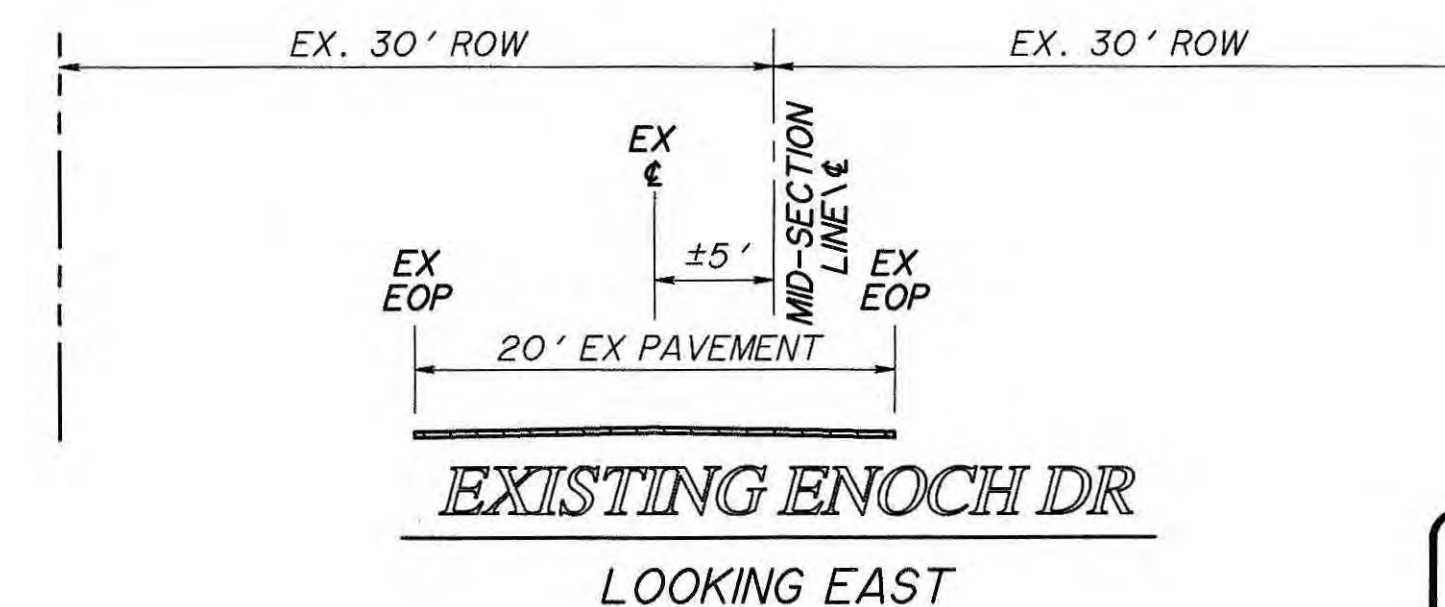
LOOKING NORTH
(MODIFIED PER CITY OF SURPRISE STD. DTL. 3-07)



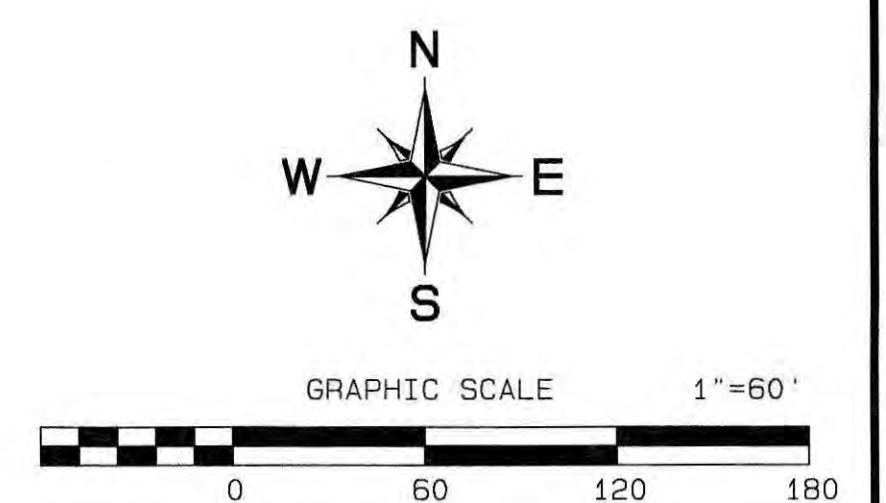
PROPOSED RESIDENTIAL ROADWAY
LOOKING NORTH/EAST
(CITY OF SURPRISE STD. DTL. 3-07)



ULTIMATE ENOCH DR
LOOKING EAST
(CITY OF SURPRISE STD. DTL. 3-06)
SEE SHEET 13 FOR PROPOSED ENOCH ROAD



LOOKING EAST



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2, 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT DETAILS

GOODWIN AND
MARSHALL, INC.

Job No. :	IO692A	Design :	WCR
Date :	JUNE 2018	Draft :	IAS
Scale :	AS SHOWN	Review :	WCR
SHEET : 3 of 13			



RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR	
PUD-RM-9	4,500	40	35	15	5	13	20	55%

NOTE:

1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

SEE SHEET 5
PARCEL 1A.1SEE SHEET 6
PARCEL 1A.2

RIO RANCHO, PARCEL 1A.1 TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	2.25	LANDSCAPE / DRAINAGE / PARK	HOA
TRACT B	4.59	LANDSCAPE / DRAINAGE	HOA
TRACT C	0.04	LANDSCAPE / TRAIL	HOA
TRACT D	0.25	LANDSCAPE / DRAINAGE	HOA
TRACT E	0.04	LANDSCAPE	HOA
TRACT F	0.04	LANDSCAPE / TRAIL	HOA
TRACT G	0.25	LANDSCAPE / DRAINAGE	HOA
TRACT H	0.04	LANDSCAPE / TRAIL	HOA

HOA= RIO RANCHO PARCEL 1A.1 HOME OWNERS ASSOCIATION

RIO RANCHO, PARCEL 1A.1 LAND USE SUMMARY	
ZONING DESIGNATION	PUD-RM-9
48' X 110' LOTS	112
TOTAL LOTS	112
GROSS DENSITY	3.71 Lots/Acre
NET DENSITY	8.09 Lots/Acre
LOT ACREAGE	13.85 Ac.
PUBLIC STREETS	8.85 Ac.
OPEN SPACE ACREAGE	7.51 Ac.
TOTAL ACREAGE	30.21 Ac.

PARCEL 1A.1 LINE TABLE

LINE	BEARING	DISTANCE
L1	N46°37'51"W	202.90
L2	N46°37'51"W	153.79
L3	N89°44'22"E	294.26
L4	N43°22'09"E	285.00
L5	N43°22'09"E	307.63
L6	S43°22'09"W	182.50
L7	S46°37'57"E	249.44
L8	N46°37'51"W	153.79
L9	S89°44'22"E	291.75
L10	N00°15'38"E	245.02
L11	N00°15'38"E	156.49
L12	S43°22'09"W	212.20
L13	N43°22'09"E	775.12
L14	N46°37'51"W	202.50
L15	S46°37'57"E	305.49
L16	N00°12'58"E	365.29
L17	S00°15'38"W	358.99
L18	N89°44'22"W	197.50
L19	S00°15'38"W	119.43
L20	S00°12'58"E	924.13
L21	S89°44'22"E	891.76
L22	S00°15'38"W	156.51
L23	N00°15'38"E	275.00
L24	S00°15'38"W	155.57
L25	N89°44'22"W	747.76
L26	N89°44'22"W	144.00
L27	S00°15'38"W	275.00
L28	S89°44'22"E	747.76
L29	S00°15'38"W	275.00
L30	N89°46'10"W	222.91
L31	N00°12'58"E	924.13
L32	N00°15'38"E	613.00

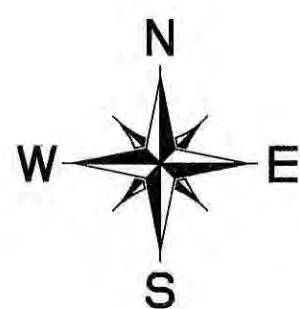
PARCEL 1A.1 BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
BL1	S00°15'38"W	1007.06
BL2	S46°37'51"E	296.65
BL3	N89°46'10"W	597.80
BL4	N00°12'58"E	924.13
BL5	N89°44'22"W	1312.89

PARCEL 1A.1 BOUNDARY CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
BC1	400.00	300.96	43°06'31"	S21°48'54"W	283.91
BC2	570.00	429.16	43°08'19"	N68°12'00"W	419.09

STREET IMPROVEMENTS FOR N 183RD AVE ADJACENT TO PARCEL 1A.1 TO BE CONSTRUCTED DURING CONSTRUCTION OF PARCEL 1A.1



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" x 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" x 12" x 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES
PARCEL 1A.1

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN & MARSHALL
CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No.: 10692A
Date: JUNE 2018
Scale: AS SHOWN

Design: WCR
Draft: MAS
Review: WCR

SHEET: 4 of 13

PARCEL 2A
SEE SHEET 9

N RIO RANCHO BLVD

SEE SHEET 5
PARCEL 1A.1SEE SHEET 6
PARCEL 1A.2

NOTES:

- ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
- PURSUANT TO AGREEMENT WITH FCDMC FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.
- SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
- SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
- CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.

RIO RANCHO, PARCEL 1A.1 LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	5,280	48.0'	21	5,280	48.0'	41	5,642	48.0'	61	5,280	48.0'	81	5,280	48.0'	101	5,280	48.0'
2	5,280	48.0'	22	5,280	48.0'	42	5,230	48.0'	62	5,280	48.0'	82	5,280	48.0'	102	5,280	48.0'
3	5,280	48.0'	23	5,280	48.0'	43	5,280	48.0'	63	5,280	48.0'	83	5,280	48.0'	103	5,280	48.0'
4	5,280	48.0'	24	5,280	48.0'	44	5,280	48.0'	64	5,280	48.0'	84	5,280	48.0'	104	5,280	48.0'
5	5,280	48.0'	25	5,280	48.0'	45	5,280	48.0'	65	5,280	48.0'	85	5,280	48.0'	105	5,280	48.0'
6	5,230	48.0'	26	5,280	48.0'	46	5,280	48.0'	66	5,280	48.0'	86	5,230	48.0'	106	5,230	48.0'
7	5,230	48.0'	27	5,280	48.0'	47	5,280	48.0'	67	5,280	48.0'	87	5,230	48.0'	107	5,230	48.0'
8	5,280	48.0'	28	5,280	48.0'	48	5,280	48.0'	68	5,280	48.0'	88	5,280	48.0'	108	5,280	48.0'
9	5,280	48.0'	29	5,230	48.0'	49	5,280	48.0'	69	5,280	48.0'	89	5,280	48.0'	109	5,280	48.0'
10	5,280	48.0'	30	5,275	48.0'	50	5,280	48.0'	70	5,280	48.0'	90	5,280	48.0'	110	5,280	48.0'
11	5,280	48.0'	31	5,280	48.0'	51	5,280	48.0'	71	5,280	48.0'	91	5,280	48.0'	111	5,280	48.0'
12	5,285	48.0'	32	5,280	48.0'	52	5,280	48.0'	72	5,280	48.0'	92	5,280	48.0'	112	5,280	48.0'
13	5,855	48.0'	33	5,280	48.0'	53	5,280	48.0'	73	5,230	48.0'	93	5,280	48.0'			
14	5,230	48.0'	34	5,280	48.0'	54	5,280	48.0'	74	5,230	48.0'	94	5,280	48.0'			
15	5,280	48.0'	35	5,280	48.0'	55	5,280	48.0'	75	5,280	48.0'	95	5,280	48.0'			
16	5,280	48.0'	36	5,280	48.0'	56	5,280	48.0'	76	5,280	48.0'	96	5,280	48.0'			
17	5,280	48.0'	37	5,389	48.0'	57	5,230	48.0'	77	5,280	48.0'	97	5,280	48.0'			
18	5,280	48.0'	38	11,666	48.0'	58	5,230	48.0'	78	5,280	48.0'	98	5,280	48.0'			
19	5,280	48.0'	39	10,267	48.0'	59	5,280	48.0'	79	5,280	48.0'	99	5,230	48.0'			
20	5,280	48.0'	40	5,500	48.0'	60	5,280	48.0'	80	5,280	48.0'	100	5,274	48.0'			

RIO RANCHO, PARCEL 1A.1 LAND USE SUMMARY	
ZONING DESIGNATION	PUD-RM-9
48' X 110' LOTS	112
TOTAL LOTS	112
GROSS DENSITY	3.71 Lots/Acre
NET DENSITY	8.09 Lots/Acre
LOT ACREAGE	13.85 Ac.
PUBLIC STREETS	8.85 Ac.
OPEN SPACE ACREAGE	7.51 Ac.
TOTAL ACREAGE	30.21 Ac.

RIO RANCHO, PARCEL 1A.1 TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	2.25	LANDSCAPE / DRAINAGE / PARK	HOA
TRACT B	4.59	LANDSCAPE / DRAINAGE	HOA
TRACT C	0.04	LANDSCAPE / TRAIL	HOA
TRACT D	0.25	LANDSCAPE / DRAINAGE	HOA
TRACT E	0.04	LANDSCAPE	HOA
TRACT F	0.04	LANDSCAPE / TRAIL	HOA
TRACT G	0.25	LANDSCAPE / DRAINAGE	HOA
TRACT H	0.04	LANDSCAPE / TRAIL	HOA

HOA= RIO RANCHO PARCEL 1A.1 HOME OWNERS ASSOCIATION

RIO RANCHO, PARCEL 1A.1 LOT TABLE

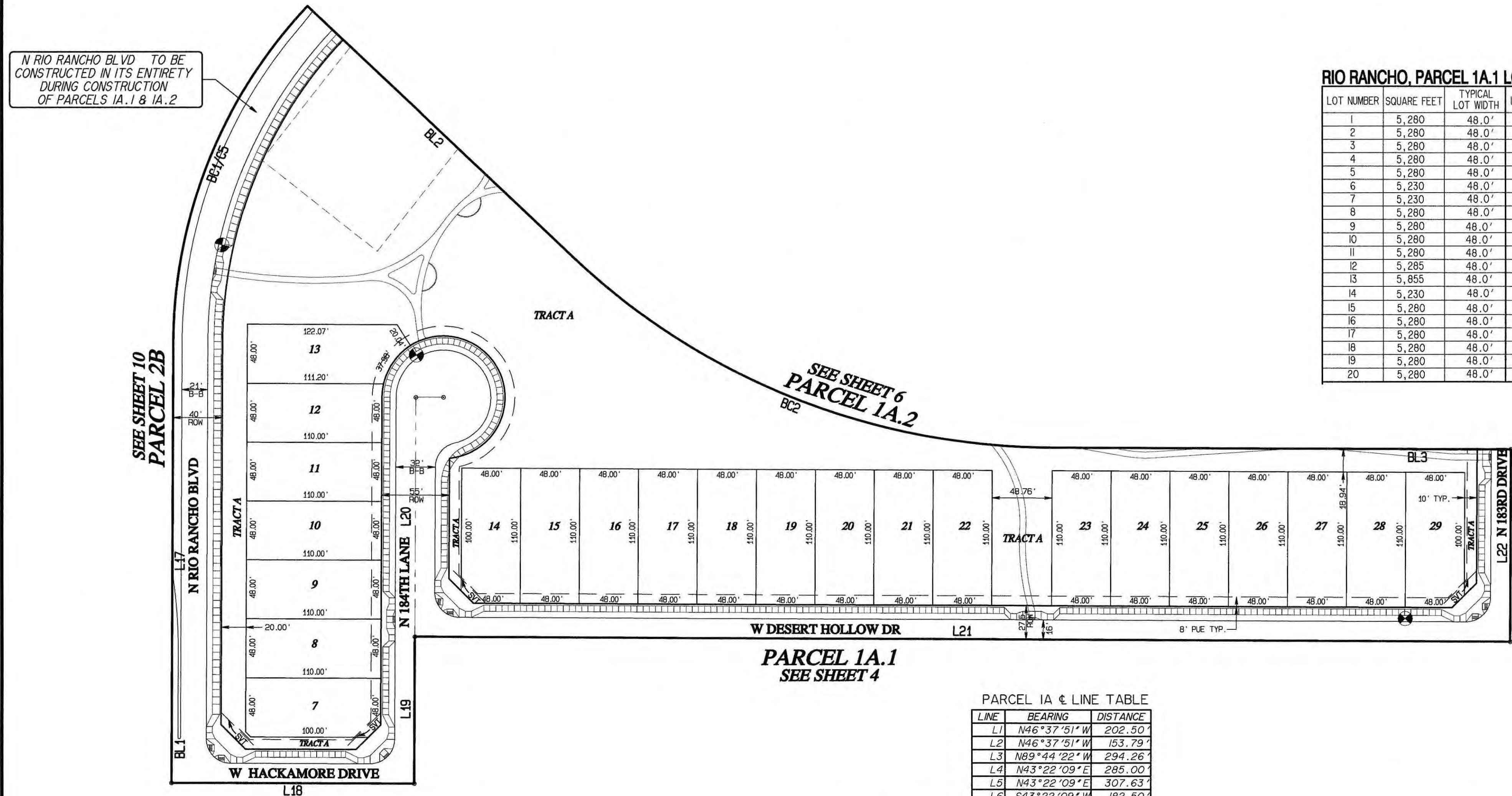
LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	5,280	48.0'	21	5,280	48.0'	41	5,642	48.0'	61	5,280	48.0'	81	5,280	48.0'	101	5,280	48.0'
2	5,280	48.0'	22	5,280	48.0'	42	5,230	48.0'	62	5,280	48.0'	82	5,280	48.0'	102	5,280	48.0'
3	5,280	48.0'	23	5,280	48.0'	43	5,280	48.0'	63	5,280	48.0'	83	5,280	48.0'	103	5,280	48.0'
4	5,280	48.0'	24	5,280	48.0'	44	5,280	48.0'	64	5,280	48.0'	84	5,280	48.0'	104	5,280	48.0'
5	5,280	48.0'	25	5,280	48.0'	45	5,280	48.0'	65	5,280	48.0'	85	5,280	48.0'	105	5,280	48.0'
6	5,230	48.0'	26	5,280	48.0'	46	5,280	48.0'	66	5,280	48.0'	86	5,230	48.0'	106	5,230	48.0'
7	5,230	48.0'	27	5,280	48.0'	47	5,280	48.0'	67	5,280	48.0'	87	5,230	48.0'	107	5,230	48.0'
8	5,280	48.0'	28	5,280	48.0'	48	5,280	48.0'	68	5,280	48.0'	88	5,280	48.0'	108	5,280	48.0'
9	5,280	48.0'	29	5,230	48.0'	49	5,280	48.0'	69	5,280	48.0'	89	5,280	48.0'	109	5,280	48.0'
10	5,280	48.0'	30	5,275	48.0'	50	5,280	48.0'	70	5,280	48.0'	90	5,280	48.0'	110	5,280	48.0'
11	5,280	48.0'	31	5,280	48.0'	51	5,280	48.0'	71	5,280	48.0'	91	5,280	48.0'	111	5,280	48.0'
12	5,285	48.0'	32	5,280	48.0'	52	5,280	48.0'	72	5,280	48.0'	92	5,280	48.0'	112	5,280	48.0'
13	5,855	48.0'	33	5,280	48.0'	53	5,280	48.0'	73	5,230	48.0'	93	5,280	48.0'			
14	5,230	48.0'	34	5,280	48.0'	54	5,280	48.0'	74	5,230	48.0'	94	5,280	48.0'			
15	5,280	48.0'	35	5,280	48.0'	55	5,280	48.0'	75	5,280	48.0'	95	5,280	48.0'			
16	5,280	48.0'	36	5,280	48.0'	56	5,280	48.0'	76	5,280	48.0'	96	5,280	48.0'			
17	5,280	48.0'	37	5,389	48.0'	57	5,230	48.0'	77	5,280	48.0'	97	5,280	48.0'			
18	5,280	48.0'	38	11,666	48.0'	58	5,230	48.0'	78	5,280	48.0'	98	5,280	48.0'			
19	5,280	48.0'	39	10,267	48.0'	59	5,280	48.0'	79	5,280	48.0'	99	5,230	48.0'			
20	5,280	48.0'	40	5,500	48.0'	60	5,280	48.0'	80	5,280	48.0'	100	5,274	48.0'			

RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR	
PUD-RM-9	4,500	40	35	15	5	13	20	55%

NOTE: 1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.



PARCEL 1A.1
SEE SHEET 4

PARCEL 1A.1 LINE TABLE

LINE	BEARING	DISTANCE
L1	N46°37'51"W	202.50'
L2	N46°37'51"W	153.79'
L3	N89°44'22"W	294.26'
L4	N43°22'09"E	285.00'
L5	N43°22'09"E	307.63'
L6	S43°22'09"W	182.50'
L7	S46°37'57"E	249.44'
L8	N46°37'51"W	153.79'
L9	S89°44'22"E	291.75'
L10	N00°15'38"E	245.02'
L11	N00°15'38"E	156.49'
L12	S43°22'09"W	212.20'
L13	N43°22'09"E	775.12'
L14	N46°37'57"W	202.50'
L15	S46°37'57"E	305.49'
L16	N00°12'58"E	365.29'
L17	S00°15'38"W	359.99'
L18	N89°44'22"W	197.50'
L19	S00°15'38"W	195.43'
L20	S00°15'38"W	195.19'
L21	S89°44'22"E	891.76'
L22	S00°15'38"W	156.51'
L23	N00°15'38"E	275.00'
L24	S00°15'38"W	155.57'
L25	N89°44'22"W	747.76'
L26	N89°44'22"W	144.00'
L27	S00°15'38"W	275.00'
L28	S89°44'22"E	747.76'
L29	S00°15'38"W	275.00'
L30	N89°46'10"W	222.91'
L31	N00°12'58"E	924.13'
L32	N00°15'38"E	613.00'

PARCEL 1A.1 BOUNDARY LINE TABLE

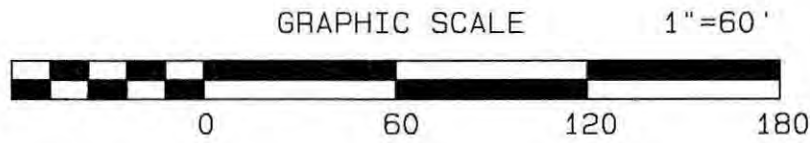
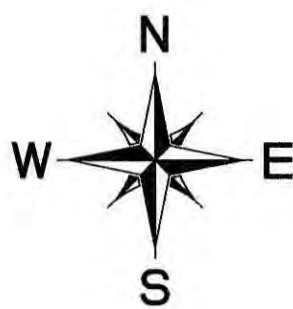
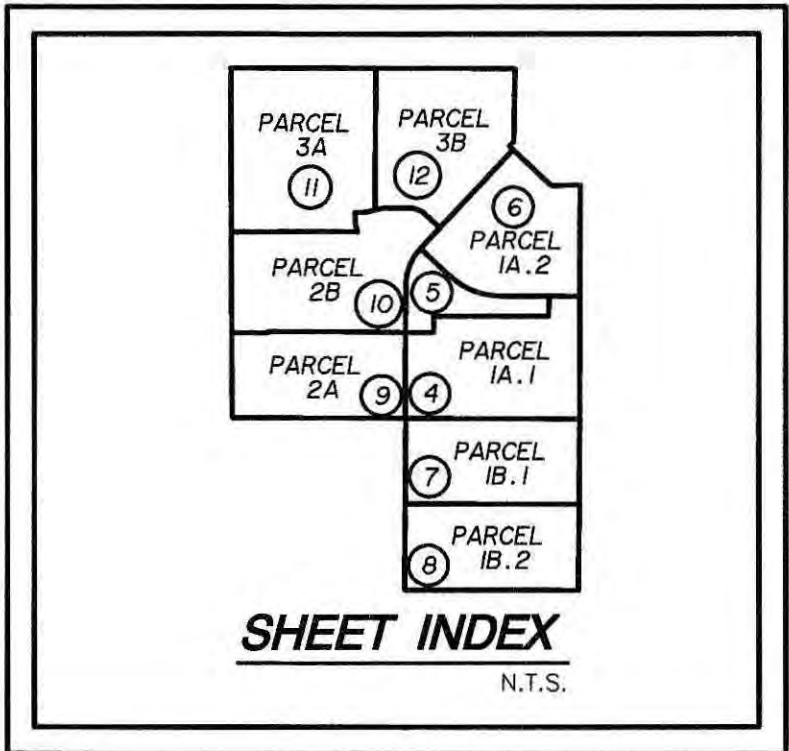
LINE	BEARING	DISTANCE
BL1	S00°15'38"W	1007.06'
BL2	S46°37'51"E	296.65'
BL3	N89°46'10"W	597.80'
BL4	N00°12'58"E	924.13'
BL5	N89°44'22"W	1312.89'

PARCEL 1A.1 BOUNDARY CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	400.00	300.96'	43°06'31"	S21°48'54"W	293.91'
BC2	570.00	429.16'	43°08'19"	N68°12'00"W	419.09'

PARCEL 1A.1 CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	412.50'	310.36'	43°06'31"	S68°11'06"E	303.09'
C2	127.50'	95.93'	43°06'31"	N68°11'06"W	93.68'
C3	500.00	408.83'	46°50'55"	N23°12'30"W	397.54'
C4	400.00	300.96'	43°06'31"	N21°48'54"E	293.91'
C5	320.00'	221.81'	39°42'55"	S26°46'30"E	217.40'
C6	320.00'	40.09'	7°10'40"	S03°19'42"E	40.06'



CITY OF SURPRISE BENCH MARK
CITY OF SURPRISE BENCHMARK #60
3 1/2" x 1" U.S. CONST. & GEODETIC SURVEY BRASS CAP
W 12" x 12" x 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES
PARCEL 1A.1

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN &
MARSHALL

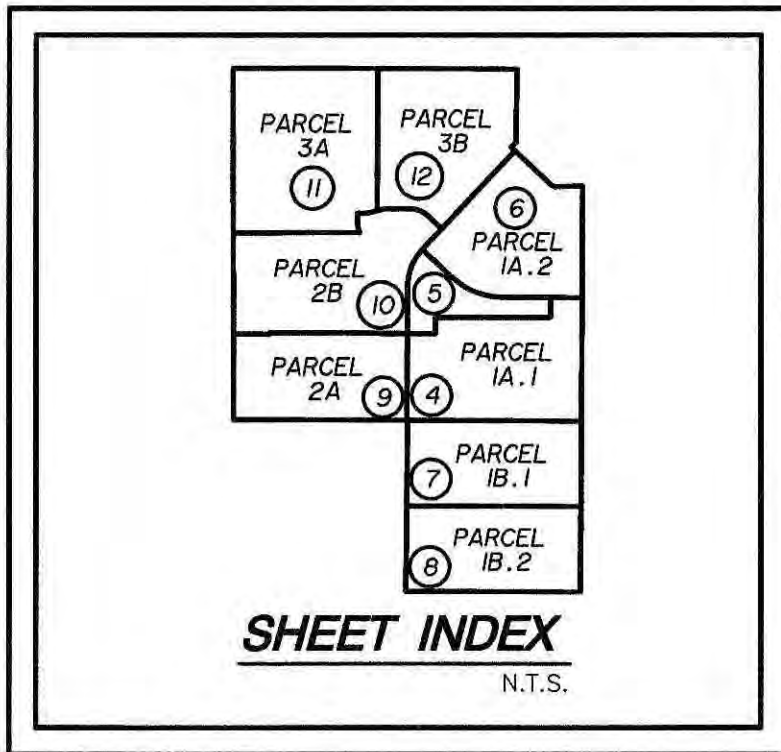
CIVIL ENGINEERS-PLANNERS-SURVEYORS
2702 S. ADAMS SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85286

Job No.: 10692A
Date: JUNE 2018
Scale: AS SHOWN

Design: WCR
Draft: IAS
Review: WCR

SHEET: 5 of 13





APN# 503-73-017D
SUMMER WINDS LLC
INST. #19980949669
M.C.R.
ZONING: PAD-C2

RIO RANCHO, PARCEL 1A.2 LAND USE SUMMARY	
ZONING DESIGNATION	PUD-RM-6
53' X 115' LOTS	62
TOTAL LOTS	62
GROSS DENSITY	3.02 Lots/Acre
NET DENSITY	6.37 Lots/Acre
LOT ACREAGE	9.73 Ac.
PUBLIC STREETS	6.26 Ac.
OPEN SPACE ACREAGE	4.53 Ac.
TOTAL ACREAGE	20.52 Ac.

RIO RANCHO, PARCEL 1A.2 TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	0.39	LANDSCAPE	HOA
TRACT B	0.40	LANDSCAPE / DRAINAGE	HOA
TRACT C	0.02	LANDSCAPE	HOA
TRACT D	0.08	LANDSCAPE	HOA
TRACT E	0.11	LANDSCAPE	HOA
TRACT F	0.05	LANDSCAPE	HOA
TRACT G	0.18	LANDSCAPE / DRAINAGE	HOA
TRACT H	0.08	LANDSCAPE / PARK	HOA
TRACT I	2.04	LANDSCAPE / DRAINAGE	HOA
TRACT J	1.10	WATER CAMPUS	HOA

HOA= RIO RANCHO PARCEL 1A.2
HOME OWNERS ASSOCIATION

RIO RANCHO, PARCEL 1A.2 LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	6,045	53.0'	21	6,513	53.0'	41	6,095	53.0'	61	6,095	53.0'
2	6,095	53.0'	22	6,611	53.0'	42	6,095	53.0'	62	9,860	53.0'
3	6,095	53.0'	23	6,498	53.0'	43	6,095	53.0'			
4	6,095	53.0'	24	6,095	53.0'	44	6,089	53.0'			
5	6,095	53.0'	25	6,045	53.0'	45	6,088	53.0'			
6	6,095	53.0'	26	6,095	53.0'	46	6,095	53.0'			
7	6,095	53.0'	27	6,095	53.0'	47	6,095	53.0'			
8	6,095	53.0'	28	6,095	53.0'	48	6,095	53.0'			
9	6,095	53.0'	29	6,173	53.0'	49	6,380	53.0'			
10	6,095	53.0'	30	6,580	53.0'	50	7,180	53.0'			
11	6,095	53.0'	31	6,556	53.0'	51	7,060	53.0'			
12	6,095	53.0'	32	6,556	53.0'	52	6,095	53.0'			
13	6,094	53.0'	33	6,556	53.0'	53	6,045	53.0'			
14	6,003	53.0'	34	6,556	53.0'	54	6,619	53.0'			
15	6,095	53.0'	35	6,045	53.0'	55	6,095	53.0'			
16	6,095	53.0'	36	6,095	53.0'	56	6,095	53.0'			
17	6,095	53.0'	37	6,886	53.0'	57	9,132	53.0'			
18	6,514	53.0'	38	7,070	53.0'	58	6,045	53.0'			
19	6,513	53.0'	39	7,990	53.0'	59	6,095	53.0'			
20	6,513	53.0'	40	7,427	53.0'	60	6,095	53.0'			

RESIDENTIAL DEVELOPMENT STANDARDS

ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR	
PUD-RM-6	6,000	50	35	15	5	13	20	55%

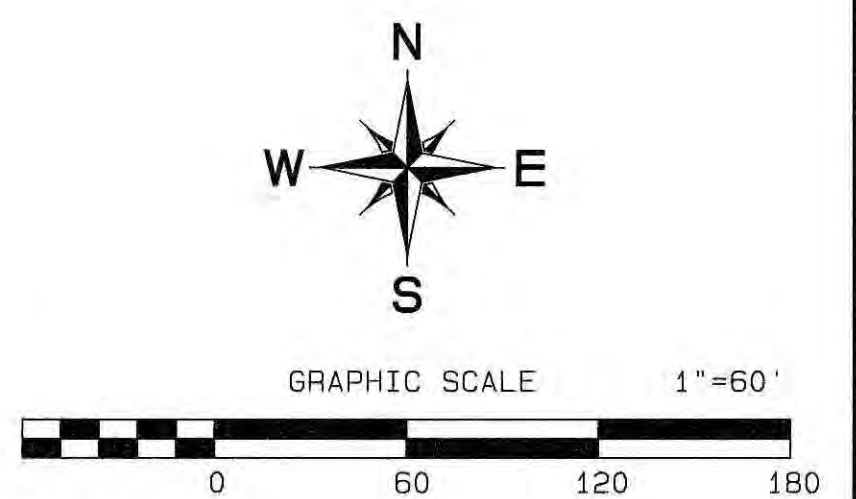
NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

PARCEL 1A.2 LINE TABLE

LINE	BEARING	DISTANCE
L1	N46°37'51"W	202.50'
L2	N46°37'51"W	163.79'
L3	N89°44'22"W	294.26'
L4	N43°22'09"E	285.00'
L5	N43°22'09"E	307.63'
L6	S43°22'09"W	182.50'
L7	S46°37'57"E	249.44'
L8	N46°37'51"W	153.79'
L9	S89°44'22"E	291.75'
L10	N00°15'38"E	245.02'
L11	N00°15'38"E	156.49'
L12	S43°22'09"W	212.20'
L13	N43°22'09"E	775.12'
L14	N46°37'57"W	202.50'
L15	S46°37'57"E	305.49'
L16	N00°12'58"E	365.29'
L17	S00°15'38"W	358.99'
L18	N89°44'22"W	197.50'
L19	S00°15'38"W	119.43'
L20	S00°15'38"W	195.19'
L21	S89°44'22"E	891.76'
L22	S00°15'38"W	156.51'
L23	N00°15'38"E	275.00'
L24	S00°15'38"W	155.57'
L25	N89°44'22"W	747.76'
L26	N89°44'22"W	144.00'
L27	S00°15'38"W	275.00'
L28	S89°44'22"E	747.76'
L29	S00°15'38"W	275.00'
L30	N89°46'10"W	222.91'
L31	N00°12'58"E	924.13'
L32	N00°15'38"E	613.00'

PARCEL 1A.2 CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD BEARING
C1	412.50'	310.36'	43°06'31"	S68°11'06"E 303.09'
C2	127.50'	95.93'	43°06'31"	N68°11'06"W 93.68'
C3	500.00'	408.83'	46°50'55"	N23°12'30"W 397.54'
C4	400.00'	320.96'	43°06'31"	N21°48'54"E 283.91'
C5	320.00'	221.81'	39°42'55"	S26°46'30"E 217.40'
C6	320.00'	40.09'	7°10'40"	S03°19'42"E 40.06'

PARCEL 1A.2 BOUNDARY CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD BEARING
BC1	70.00'	54.35'	44°29'10"	S68°52'32"E 53.00'
BC2	570.00'	429.16'	43°08'19"	N68°12'00"W 419.09'



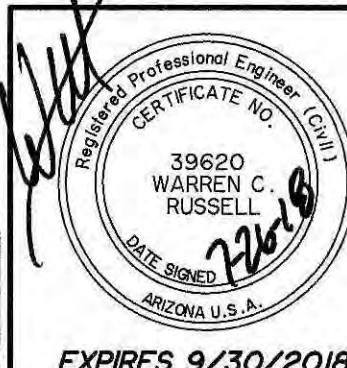
CITY OF SURPRISE BENCH MARK
CITY OF SURPRISE BENCHMARK #60
3 1/2", 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

**RIO RANCHO ESTATES
PARCEL 1A.2**

**CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA**

PRELIMINARY PLAT

GOODWIN & MARSHALL CIVIL ENGINEERS-PLANNERS-SURVEYORS 2705 E. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85226	Job No. : 10692A	Design : WCR
	Date : JUNE 2018	Draft : MS
Scale : AS SHOWN	Review : WCR	
	SHEET : 6 of 13	



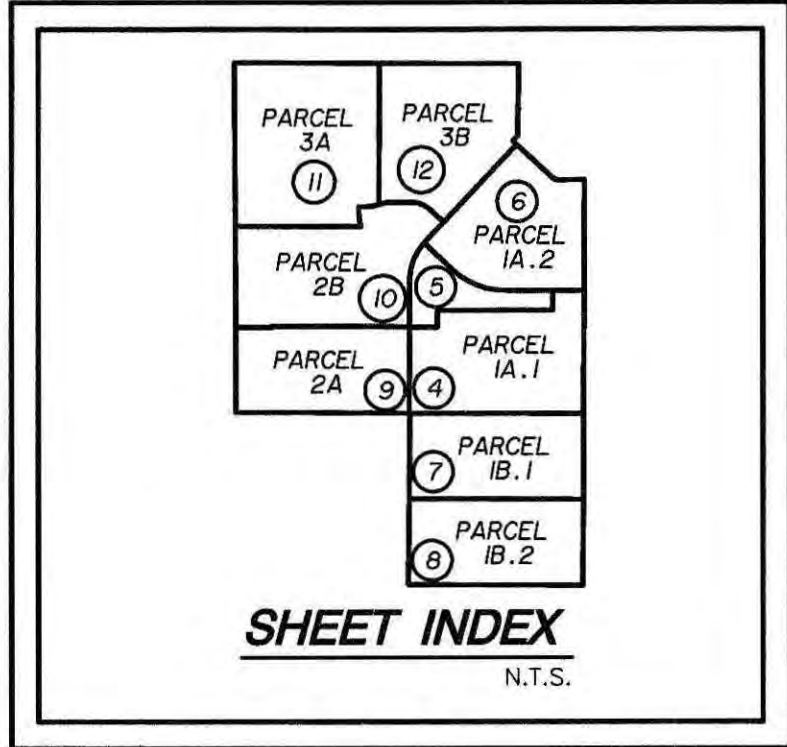
- NOTES:**
- 1) ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
 - 2) ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
 - 3) SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
 - 4) PURSUANT TO AGREEMENT WITH FCDMC FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.
 - 5) SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
 - 6) SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
 - 7) CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.

**PARCEL 1A.1
SEE SHEET 5**

APN# 503-73-152
SUMMER WINDS LLC
INST. #20000107023
M.C.R.
ZONING: PAD-C2

APN# 503-73-947
BRIDGEPORT FINANCIAL SERVICES
INST. #20120168413
M.C.R.
ZONING: RR

STREET IMPROVEMENTS FOR
N 183RD AVE ADJACENT TO
PARCEL 1A.2 TO BE CONSTRUCTED
DURING CONSTRUCTION OF PARCEL 1A.2



RIO RANCHO, PARCEL 1B.1 LAND USE SUMMARY	
ZONING DESIGNATION	PUD-RM-9
48' X 110' LOTS	78
TOTAL LOTS	78
GROSS DENSITY	4.05 Lots/Acre
NET DENSITY	7.87 Lots/Acre
LOT ACREAGE	9.91 Ac.
PUBLIC STREETS	5.76 Ac.
OPEN SPACE ACREAGE	3.60 Ac.
TOTAL ACREAGE	19.27 Ac.

RIO RANCHO, PARCEL 1B.1 TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	1.02	LANDSCAPE / DRAINAGE	HOA
TRACT B	0.04	LANDSCAPE	HOA
TRACT C	0.82	LANDSCAPE / DRAINAGE / PARK / TRAIL	HOA
TRACT D	0.04	LANDSCAPE	HOA
TRACT E	0.02	LANDSCAPE	HOA
TRACT F	0.29	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT G	0.02	LANDSCAPE	HOA
TRACT H	1.35	LANDSCAPE / DRAINAGE	HOA

HOA= RIO RANCHO PARCEL 1B.1 HOME OWNERS ASSOCIATION

RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE	BUILDING HEIGHT	MINIMUM YARD SETBACKS			MAXIMUM COVERAGE
	AREA	WIDTH	FRONT	SIDE	TOTAL SIDE REAR	
PUD-RM-9	4,500	40	35	15	5 13 20	55%

NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

APN# 503-73-025W
QUINTANA JOE ERLINDA
2012-1145339 M.C.R.
ZONING: RR
NONCONFORMING

APN# 503-73-025X
EMILIA ARIZMENDI
INST. #20120181733
M.C.R.
ZONING: RR
NONCONFORMING

APN# 503-73-043C
NANCY GRANADOS
INST. #20071337773
M.C.R.
ZONING: RR

STREET IMPROVEMENTS FOR N 183RD AVE ADJACENT TO PARCEL 1B.1 TO BE CONSTRUCTED DURING CONSTRUCTION OF PARCEL 1B.1

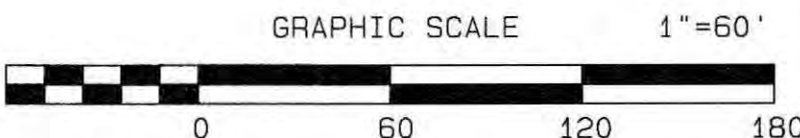
APN# 503-73-043D
LUCRESIO F. GUTIERREZ &
MARIA G. GARCIA
INST. #20129090774
M.C.R.
ZONING: RR

PARCEL 1B.1 BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
BL1	N00°30'00"E	641.35'
BL2	N89°44'22"W	1308.11'
BL3	N00°22'29"E	641.35'
BL4	N89°44'22"W	1309.51'

PARCEL 1B LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°15'38"E	258.51'
L2	S89°44'22"E	454.24'
L3	N89°44'22"W	456.02'
L4	S00°15'38"W	275.00'
L5	N89°44'22"W	910.26'
L6	S00°15'38"W	275.00'
L7	N00°15'38"E	280.00'
L8	S00°15'38"W	137.50'
L9	S89°44'22"E	910.26'
L10	N00°15'38"E	142.50'
L11	N89°44'22"W	204.61'
L12	N00°15'38"E	285.00'
L13	N89°44'22"W	471.57'
L14	N89°44'22"W	438.69'
L15	N00°15'38"E	285.00'
L16	S00°22'29"W	645.90'
L17	S00°22'29"W	48.94'
L18	S00°22'29"W	167.60'
L19	S00°16'17"W	237.10'
L20	N03°26'23"W	25.67'



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" X 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES
PARCEL 1B.1

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN &
MARSHALL

CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No. : IO692A Design : WCR
Date : JUNE 2018 Draft : IAS
Scale : AS SHOWN Review : WCR

2705 E. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85086

SHEET: 7 of 13

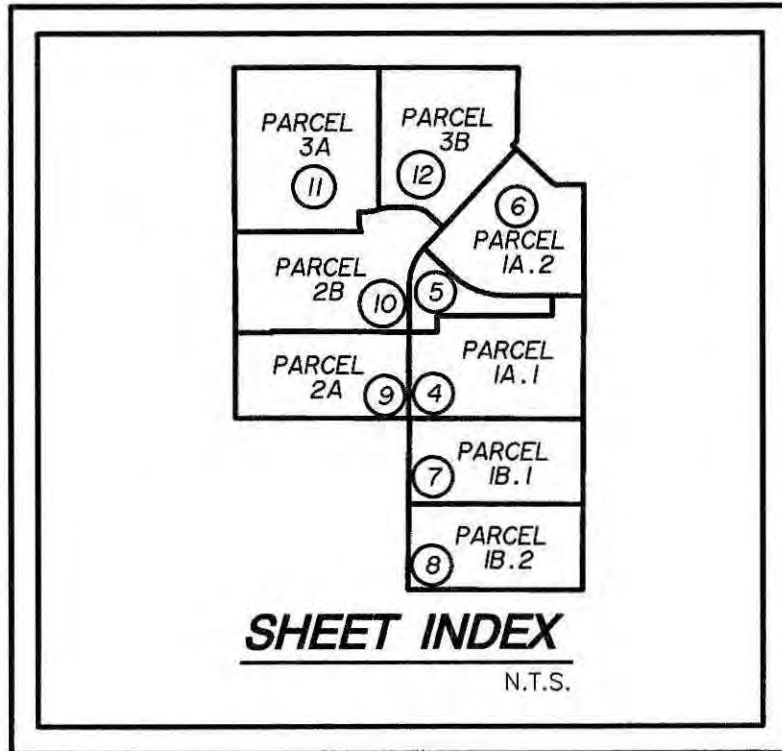


NOTES:

- ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
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- SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
- SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
- CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.

RIO RANCHO, PARCEL 1B.1 LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	5,280	48.0'	21	5,280	48.0'	41	5,280	48.0'	61	5,230	48.0'
2	5,280	48.0'	22	5,280	48.0'	42	5,280	48.0'	62	5,230	48.0'
3	5,280	48.0'	23	5,280	48.0'	43	5,280	48.0'	63	5,280	48.0'
4	5,280	48.0'	24	5,280	48.0'	44	5,280	48.0'	64	5,280	48.0'
5	5,280	48.0'	25	5,280	48.0'	45	5,280	48.0'	65	5,280	48.0'
6	5,280	48.0'	26	5,280	48.0'	46	5,280	48.0'	66	5,280	48.0'
7	6,624	48.0'	27	5,280	48.0'	47	5,230	48.0'	67	5,280	48.0'
8	8,317	48.0'	28	5,280	48.0'	48	5,230	48.0'	68	5,690	48.0'
9	9,082	48.0'	29	5,280	48.0'	49	5,280	48.0'	69	6,650	48.0'
10	7,617	48.0'	30	5,280	48.0'	50	5,280	48.0'	70	8,980	48.0'
11	5,539	48.0'	31	5,280	48.0'	51	5,280	48.0'	71	8,310	48.0'
12	5,280	48.0'	32	5,280	48.0'	52	5,280	48.0'	72	6,133	48.0'
13	5,280	48.0'	33	5,230	48.0'	53	5,280	48.0'	73	5,280	48.0'
14	5,280	48.0'	34	5,230	48.0'	54	5,280	48.0'	74	5,280	48.0'
15	5,280	48.0'	35	5,280	48.0'	55	5,280	48.0'	75	5,280	48.0'
16	5,280	48.0'	36	5,280	48.0'	56	5,280	48.0'	76	5,280	48.0'
17	5,280	48.0'	37	5,280	48.0'	57	5,280	48.0'	77	5,280	48.0'
18	5,280	48.0'	38	5,280	48.0'	58	5,280	48.0'	78	5,280	48.0'
19	5,230	48.0'	39	5,280	48.0'	59	5,280	48.0'			
20	5,280	48.0'	40	5,280	48.0'	60	5,280	48.0'			



RIO RANCHO, PARCEL 1B.2 LAND USE SUMMARY	
ZONING DESIGNATION	PUD-RM-6
58' X 115' LOTS	69
TOTAL LOTS	69
GROSS DENSITY	3.56 Lots/Acre
NET DENSITY	6.24 Lots/Acre
LOT ACREAGE	11.05 Ac.
PUBLIC STREETS	4.10 Ac.
OPEN SPACE ACREAGE	4.24 Ac.
TOTAL ACREAGE	19.39 Ac.

RIO RANCHO, PARCEL 1B.2 TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	0.02	LANDSCAPE	HOA
TRACT B	0.21	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT C	0.02	LANDSCAPE	HOA
TRACT D	0.05	LANDSCAPE	HOA
TRACT E	0.43	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT F	0.05	LANDSCAPE	HOA
TRACT G	1.59	LANDSCAPE / DRAINAGE	HOA
TRACT H	1.87	LANDSCAPE / DRAINAGE	HOA

HOA= RIO RANCHO PARCEL 1B.2
HOME OWNERS ASSOCIATION

RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR	
PUD-RM-6	6,000	50	35	15	5	13	20	55%

NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

STREET IMPROVEMENTS FOR
N 183RD AVE ADJACENT TO
PARCEL 1B.2 TO BE CONSTRUCTED
DURING CONSTRUCTION OF PARCEL 1B.2

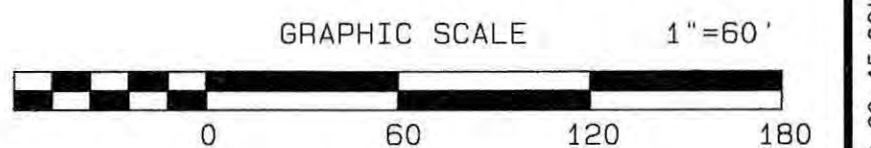
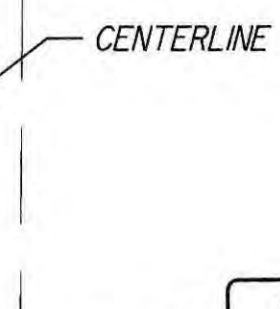
PARCEL 1B.2 BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
BL1	N00°30'00"E	644.90'
BL2	S89°44'22"E	1309.51'
BL3	N00°22'29"E	644.74'
BL4	S89°43'43"E	1310.92'

PARCEL 1B LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°15'38"E	258.51'
L2	S89°44'22"E	454.24'
L3	N89°44'22"W	456.02'
L4	S00°15'38"W	275.00'
L5	N89°44'22"W	910.26'
L6	S00°15'38"W	275.00'
L7	N00°15'38"E	290.00'
L8	S00°15'38"W	137.50'
L9	S89°44'22"E	910.26'
L10	N00°15'38"E	142.50'
L11	N89°44'22"W	204.61'
L12	N00°15'38"E	285.00'
L13	N89°44'22"W	471.57'
L14	N89°44'22"W	438.69'
L15	N00°15'38"E	285.00'
L16	S00°22'29"W	645.90'
L17	S00°22'29"W	48.94'
L18	S00°22'29"W	167.60'
L19	S00°16'17"W	237.10'
L20	N03°26'23"W	25.67'

APN# 503-73-049
JUANITA TR. AGUILA
INST. #19940770726
M.C.R.
ZONING: RR



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" x 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" x 12" x 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES PARCEL 1B.2

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN &
MARSHALL

CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No.: 10692A Design: WCR
Date: JUNE 2018 Draft: IAS
Scale: AS SHOWN Review: WCR

2705 E. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85226

SHEET: 8 of 13



NOTES:

- ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
- PURSUANT TO AGREEMENT WITH FCDM FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.
- SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
- SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
- CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.

RIO RANCHO, PARCEL 1B.2 LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	6,620	58.0'	21	10,265	58.0'	41	6,960	58.0'	61	6,670	58.0'
2	6,670	58.0'	22	11,026	58.0'	42	6,960	58.0'	62	6,670	58.0'
3	6,670	58.0'	23	6,990	58.0'	43	6,960	58.0'	63	6,670	58.0'
4	6,670	58.0'	24	6,670	58.0'	44	6,620	58.0'	64	6,670	58.0'
5	6,670	58.0'	25	6,670	58.0'	45	6,670	58.0'	65	6,670	58.0'
6	6,670	58.0'	26	6,670	58.0'	46	6,670	58.0'	66	6,670	58.0'
7	6,670	58.0'	27	6,670	58.0'	47	6,670	58.0'	67	6,670	58.0'
8	6,670	58.0'	28	6,670	58.0'	48	6,670	58.0'	68	6,670	58.0'
9	6,670	58.0'	29	6,670	58.0'	49	6,670	58.0'	69	6,620	58.0'
10	6,670	58.0'	30	6,670	58.0'	50	6,670	58.0'			
11	6,670	58.0'	31	6,670	58.0'	51	6,670	58.0'			
12	6,670	58.0'	32	6,670	58.0'	52	6,670	58.0'			
13	6,620	58.0'	33	6,670	58.0'	53	6,670	58.0'			
14	6,960	58.0'	34	6,670	58.0'	54	6,670	58.0'			
15	6,960	58.0'	35	7,161	58.0'	55	6,670	58.0'			
16	6,960	58.0'	36	8,861	58.0'	56	6,620	58.0'			
17	6,960	58.0'	37	11,943	58.0'	57	6,620	58.0'			
18	6,960	58.0'	38	8,060	58.0'	58	6,670	58.0'			
19	6,960	58.0'	39	6,960	58.0'	59	6,670	58.0'			
20	7,069	58.0'	40	6,960	58.0'	60	6,670	58.0'			

APN# 503-73-025X
EMILIA ARIZMEDEZ
INST. #20120181733
M.C.R.
ZONING: RR
NONCONFORMING

APN# 503-73-025V
EMILIA ARIZMEDEZ
INST. #20140495968
M.C.R.
ZONING: RR
NONCONFORMING

APN# 503-73-0196
BEARDSLEY WATER COMPANY, INC
INST. #2003-0887822
M.C.R.
ZONING: RR

APN# 503-73-020H
HENRY N. & JULIE E. ALTAMIRANO
INST. #20090812312
M.C.R.
ZONING: RR

503-73-109A
JESUS CARLOS &
JOSEFINA PEREZ
INST. #20011080775
M.C.R.
ZONING: RR

APN# 503-73-109B
JOSEFINA PEREZ
INST. #20011080775
M.C.R.
ZONING: RR

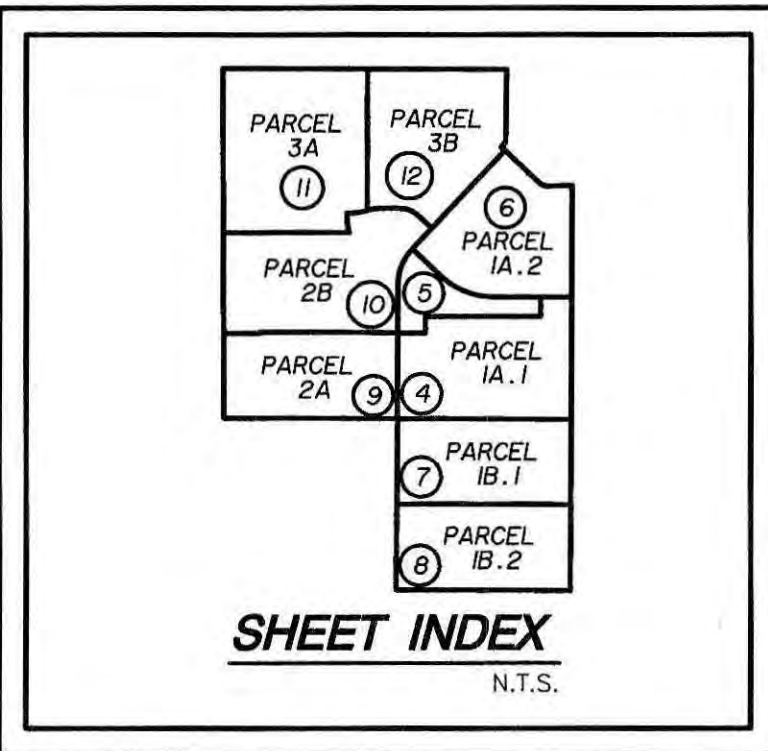
APN# 503-73-141B
JOSE M. GRANADOS &
ROSA LUNA
INST. #20051721520
M.C.R.
ZONING: RR

APN# 503-73-141A
ROBERT N. NELSON &
ROGER R. BAUM
INST. #20170127796
M.C.R.
ZONING: RR

APN# 503-73-163
JOE JR. MONTANO & MARTINA
INST. #20040735373
M.C.R.
ZONING: RR

APN# 503-73-164
JOE B. JR. MONTANO
INST. #19980121289
M.C.R.
ZONING: RR

APN# 503-73-057
JOE B. JR. MONTANO
INST. #20051837793
124-46 M.C.R.
ZONING: PAD



RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE			MINIMUM YARD SETBACKS				BUILDING HEIGHT	MAXIMUM COVERAGE
	AREA	WIDTH	DEPTH	FRONT	SIDE	TOTAL SIDE	REAR		
PUD-RM-6	6,000	50'	100'	12'/20'	5	13	20	35'	55%

NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

NOTES:

- 1) ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- 2) ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- 3) SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
- 4) PURSUANT TO AGREEMENT WITH FCDMC FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.
- 5) SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
- 6) SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
- 7) CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.

RIO RANCHO, PARCEL 2A LAND USE SUMMARY	
ZONING DESIGNATION	PUD-RM-6
53' X 115' LOTS	67
TOTAL LOTS	67
GROSS DENSITY	3.45 Lots/Acre
NET DENSITY	6.76 Lots/Acre
LOT ACREAGE	9.91 Ac.
PUBLIC STREETS	5.57 Ac.
OPEN SPACE ACREAGE	3.94 Ac.
TOTAL ACREAGE	19.42 Ac.

RIO RANCHO, PARCEL 2A TRACT TABLE

TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	0.02	LANDSCAPE	HOA
TRACT B	0.06	LANDSCAPE	HOA
TRACT C	3.57	LANDSCAPE / DRAINAGE / PARK / TRAIL	HOA
TRACT D	0.02	LANDSCAPE	HOA
TRACT E	0.05	LANDSCAPE	HOA
TRACT F	0.17	LANDSCAPE / TRAIL	HOA
TRACT G	0.05	LANDSCAPE	HOA

HOA= RIO RANCHO PARCEL 2A HOME OWNERS ASSOCIATION

RIO RANCHO, PARCEL 2A LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	6,095	53.0'	21	6,474	53.0'	41	6,095	53.0'	61	6,095	53.0'
2	6,095	53.0'	22	6,095	53.0'	42	6,095	53.0'	62	6,095	53.0'
3	6,095	53.0'	23	6,095	53.0'	43	6,095	53.0'	63	6,095	58.0'
4	6,095	53.0'	24	6,095	53.0'	44	6,095	53.0'	64	6,095	58.0'
5	6,045	53.0'	25	6,576	53.0'	45	6,095	53.0'	65	6,095	58.0'
6	6,095	53.0'	26	12,561	53.0'	46	6,095	53.0'	66	6,095	58.0'
7	6,095	53.0'	27	9,797	53.0'	47	6,095	53.0'	67	6,045	58.0'
8	6,095	53.0'	28	5,969	53.0'	48	6,095	53.0'			
9	6,095	53.0'	29	6,095	53.0'	49	6,095	53.0'			
10	6,095	53.0'	30	6,095	53.0'	50	6,095	53.0'			
11	6,095	53.0'	31	6,095	53.0'	51	6,095	53.0'			
12	6,045	53.0'	32	6,095	53.0'	52	6,095	53.0'			
13	6,045	53.0'	33	6,095	53.0'	53	6,045	53.0'			
14	6,095	53.0'	34	6,095	53.0'	54	6,045	53.0'			
15	6,095	53.0'	35	6,095	53.0'	55	6,095	53.0'			
16	6,095	53.0'	36	6,095	53.0'	56	6,095	53.0'			
17	6,095	53.0'	37	6,095	53.0'	57	6,095	53.0'			
18	7,701	53.0'	38	6,095	53.0'	58	6,095	53.0'			
19	7,956	53.0'	39	6,095	53.0'	59	6,095	53.0'			
20	15,036	53.0'	40	6,045	53.0'	60	6,095	53.0'			

SEE SHEET 10
PARCEL 2B



PARCEL 2A BOUNDARY LINE TABLE

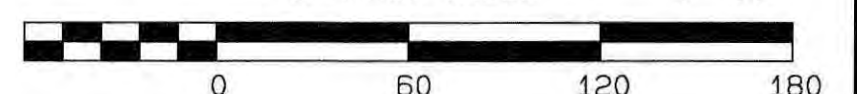
LINE	BEARING	DISTANCE
BL1	N00°09'08"W	639.22'
BL2	S89°55'01"E	272.81'
BL3	N00°13'27"E	10.00'
BL4	N89°46'33"W	832.50'
BL5	N00°13'27"E	2.52'
BL6	N89°44'22"W	202.63'
BL7	N00°15'38"E	648.07'
BL8	N89°44'22"W	1303.33'

PARCEL 2 & LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°13'27"E	275.00'
L2	S00°13'27"W	275.00'
L3	N89°46'33"W	726.93'
L4	N89°46'33"W	855.56'
L5	N89°46'33"E	396.56'
L6	N89°46'33"W	459.00'
L7	N00°13'27"E	280.00'
L8	N00°13'27"E	140.02'
L9	N00°13'27"E	275.00'
L10	S00°13'27"W	57.42'
L11	N89°44'22"W	202.63'
L12	S00°13'27"W	285.00'
L13	N89°46'33"W	391.11'
L14	N89°46'33"W	459.00'
L15	S00°13'27"W	139.98'
L16	S89°46'33"E	850.11'
L17	S00°13'27"W	285.00'
L18	N00°15'38"E	613.00'
L19	N00°15'38"E	358.99'
L20	S43°22'09"W	212.20'
L21	S00°13'27"W	46.58'
L22	N89°46'33"W	43.50'
L23	N74°37'36"E	48.00'
L24	N89°46'33"W	38.94'
L25	S89°46'33"E	105.49'
L26	N46°37'51"W	139.75'



GRAPHIC SCALE 1"=60'



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2", 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAYMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES
PARCEL 2ACITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN & MARSHALL
CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No.: 10692A
Date: JUNE 2018
Scale: AS SHOWN
Design: WCR
Draft: MAS
Review: WCR

2700 S. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85226

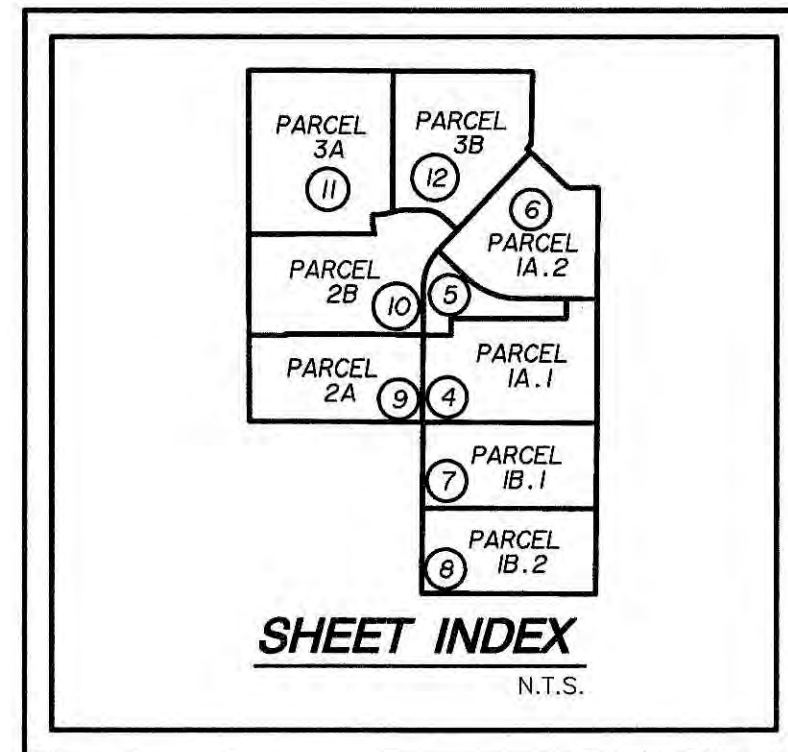
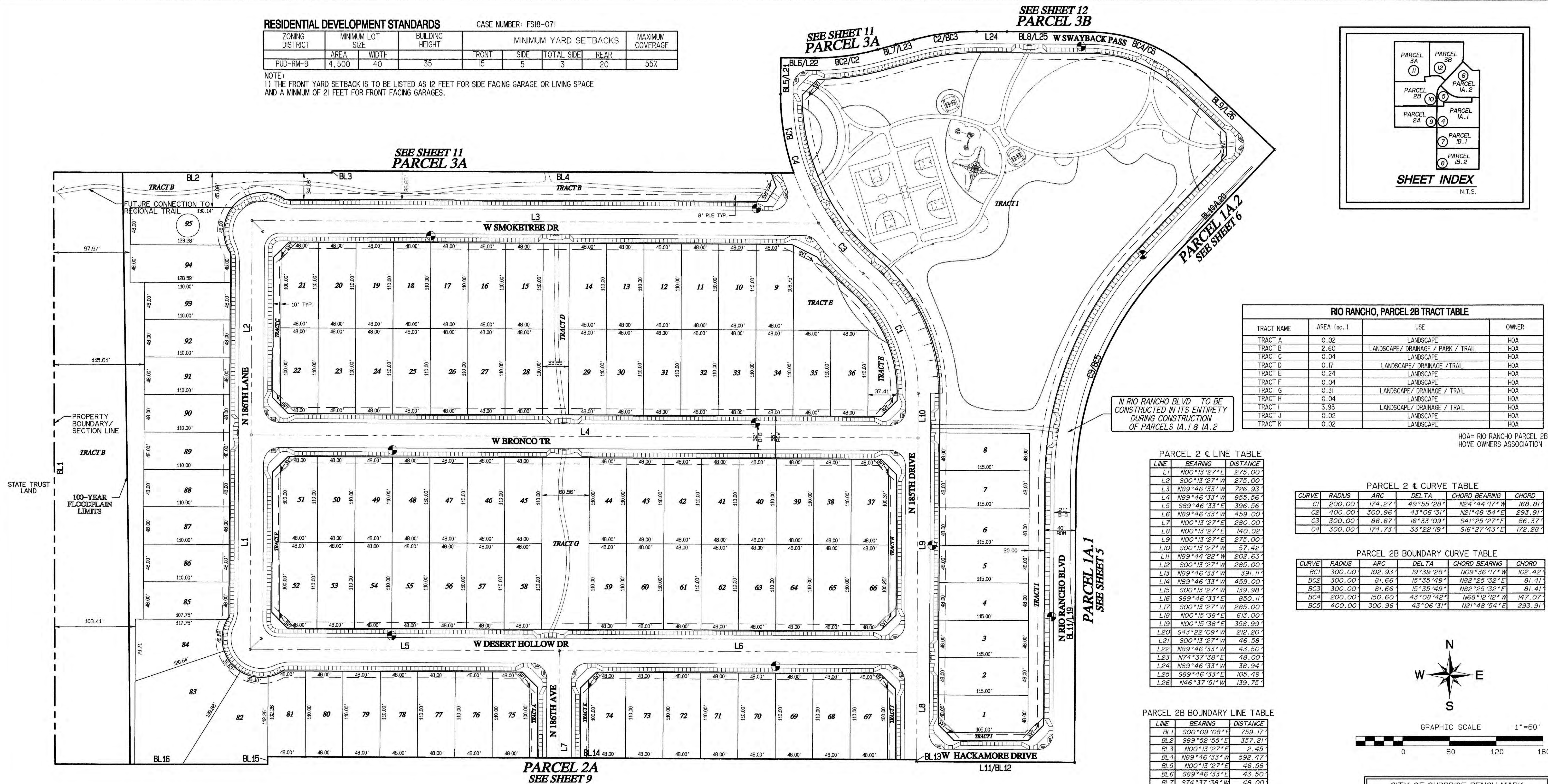
SHEET: 9 of 13

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

Professional Engineer
39620
WARREN C. RUSSELL
DATE ISSUED: 7/26/18
EXPIRES 9/30/2018

RESIDENTIAL DEVELOPMENT STANDARDS									
ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE	
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR		
PUD-RM-9	4,500	40	35	15	5	13	20	55%	

NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.



RIO RANCHO, PARCEL 2B TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	0.02	LANDSCAPE	HOA
TRACT B	2.60	LANDSCAPE / DRAINAGE / PARK / TRAIL	HOA
TRACT C	0.04	LANDSCAPE	HOA
TRACT D	0.17	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT E	0.24	LANDSCAPE	HOA
TRACT F	0.04	LANDSCAPE	HOA
TRACT G	0.31	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT H	0.04	LANDSCAPE	HOA
TRACT I	3.93	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT J	0.02	LANDSCAPE	HOA
TRACT K	0.02	LANDSCAPE	HOA

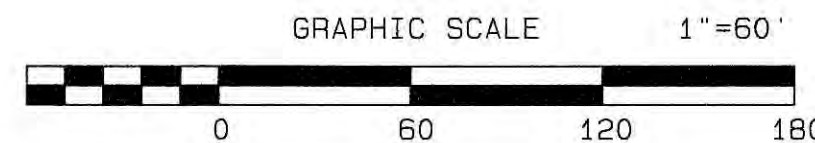
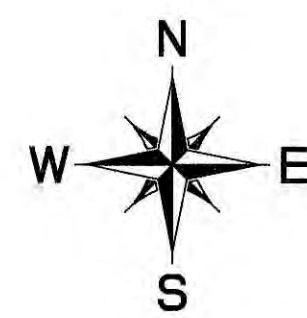
HOA= RIO RANCHO PARCEL 2B HOME OWNERS ASSOCIATION

PARCEL 2 & LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'27"E	275.00'
L2	S00°13'27"W	275.00'
L3	N89°46'33"W	726.93'
L4	N89°46'33"W	855.56'
L5	S89°46'33"E	396.56'
L6	N89°46'33"W	459.00'
L7	N00°13'27"E	280.00'
L8	N00°13'27"E	140.02'
L9	N00°13'27"E	275.00'
L10	S00°13'27"W	57.42'
L11	N89°44'22"W	202.63'
L12	S00°13'27"W	285.00'
L13	N89°46'33"W	391.11'
L14	N89°46'33"W	459.00'
L15	S00°13'27"W	139.98'
L16	S89°46'33"E	850.11'
L17	S00°13'27"W	285.00'
L18	N00°15'38"E	613.00'
L19	N00°15'38"E	358.99'
L20	S43°22'09"W	212.20'
L21	S00°13'27"W	46.58'
L22	N89°46'33"W	43.50'
L23	N74°37'38"E	48.00'
L24	N89°46'33"W	38.94'
L25	S89°46'33"E	105.49'
L26	N46°37'51"W	139.75'

PARCEL 2 & CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD BEARING
C1	200.00'	174.27'	49°55'28"	N24°44'17"W
C2	400.00'	300.96'	43°06'31"	N21°48'54"E
C3	300.00'	86.67'	16°33'09"	S41°25'27"E
C4	300.00'	174.73'	33°22'19"	S16°27'43"E

PARCEL 2B BOUNDARY CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD BEARING
BC1	300.00'	102.93'	19°39'28"	N09°36'17"W
BC2	300.00'	81.66'	15°35'49"	N82°25'32"E
BC3	300.00'	81.66'	15°35'49"	N82°25'32"E
BC4	200.00'	150.60'	43°08'42"	N68°12'12"W
BC5	400.00'	300.96'	43°06'31"	N21°48'54"E

PARCEL 2B BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
BL1	S00°09'08"E	759.17'
BL2	S89°52'55"E	357.21'
BL3	N00°13'27"E	2.45'
BL4	N89°46'33"W	592.47'
BL5	N00°13'27"E	46.58'
BL6	S89°46'33"E	43.50'
BL7	S74°37'38"W	48.00'
BL8	N89°46'33"W	144.44'
BL9	N46°37'51"W	139.75'
BL10	S43°22'09"W	212.20'
BL11	N00°15'38"E	358.99'
BL12	N89°44'22"W	202.63'
BL13	S00°13'27"W	2.52'
BL14	S89°46'33"E	832.50'
BL15	N00°13'27"E	10.00'
BL16	N89°55°01"W	272.81'



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" x 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 1/2" x 1/2" x 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO, PARCEL 2B LOT TABLE

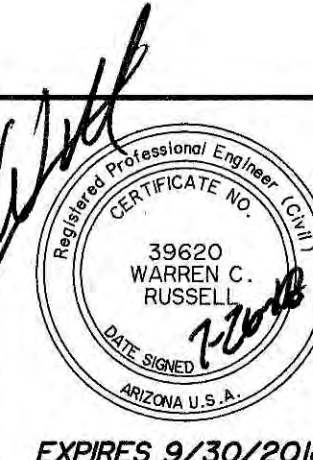
LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	5,470	48.0'	21	5,230	48.0'	41	5,280	48.0'	61	5,280	48.0'	81	5,193	48.0'	101	5,280	48.0'
2	5,520	48.0'	22	5,230	48.0'	42	5,280	48.0'	62	5,280	48.0'	82	8,400	48.0'	102	5,280	48.0'
3	5,520	48.0'	23	5,280	48.0'	43	5,280	48.0'	63	5,280	48.0'	83	12,659	48.0'	103	5,280	48.0'
4	5,520	48.0'	24	5,280	48.0'	44	5,280	48.0'	64	5,280	48.0'	84	6,818	48.0'	104	5,280	48.0'
5	5,520	48.0'	25	5,280	48.0'	45	5,280	48.0'	65	5,280	48.0'	85	5,276	48.0'	105	5,280	48.0'
6	5,520	48.0'	26	5,280	48.0'	46	5,280	48.0'	66	5,230	48.0'	86	5,280	48.0'	106	5,280	48.0'
7	5,520	48.0'	27	5,280	48.0'	47	5,280	48.0'	67	5,230	48.0'	87	5,280	48.0'	107	5,280	48.0'
8	5,520	48.0'	28	5,280	48.0'	48	5,280	48.0'	68	5,280	48.0'	88	5,280	48.0'	108	5,280	48.0'
9	5,279	48.0'	29	5,280	48.0'	49	5,280	48.0'	69	5,280	48.0'	89	5,280	48.0'	109	5,280	48.0'
10	5,280	48.0'	30	5,280	48.0'	50	5,280	48.0'	70	5,280	48.0'	90	5,280	48.0'	110	5,280	48.0'
11	5,280	48.0'	31	5,280	48.0'	51	5,230	48.0'	71	5,280	48.0'	91	5,280	48.0'	111	5,280	48.0'
12	5,280	48.0'	32	5,280	48.0'	52	5,230	48.0'	72	5,280	48.0'	92	5,280	48.0'	112	5,280	48.0'
13	5,280	48.0'	33	5,280	48.0'	53	5,280	48.0'	73	5,280	48.0'	93	5,280	48.0'	113	5,280	48.0'
14	5,280	48.0'	34	5,280	48.0'	54	5,280	48.0'	74	5,230	48.0'	94	6,143	48.0'	114	5,280	48.0'
15	5,280	48.0'	35	5,280	48.0'	55	5,280	48.0'	75	5,230	48.0'	95	5,877	48.0'	115	5,280	48.0'
16	5,280	48.0'	36	5,280	48.0'	56	5,280	48.0'	76	5,280	48.0'						
17	5,280	48.0'	37	5,230	48.0'	57	5,280	48.0'	77	5,280	48.0'						
18	5,280	48.0'	38	5,280	48.0'	58	5,280	48.0'	78	5,280	48.0'						
19	5,280	48.0'	39	5,280	48.0'	59	5,280	48.0'	79	5,280	48.0'						
20	5,280	48.0'	40	5,280	48.0'	60	5,280	48.0'	80	5,280	48.0'						

RIO RANCHO, PARCEL 2B LAND USE SUMMARY

ZONING DESIGNATION	PUD-RM-9
48' X 110' LOTS	95
TOTAL LOTS	95
GROSS DENSITY	3.72 Lots/Acre
NET DENSITY	8.01 Lots/Acre
LOT ACREAGE	11.86
PUBLIC STREETS	6.27 Ac.
OPEN SPACE ACREAGE	7.44 Ac.
TOTAL ACREAGE	25.57 Ac.

NOTES:

- 1) ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- 2) ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- 3) SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
- 4) PURSUANT TO AGREEMENT WITH FCDMC FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.
- 5) SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
- 6) SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
- 7) CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.



RIO RANCHO ESTATES PARCEL 2B

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

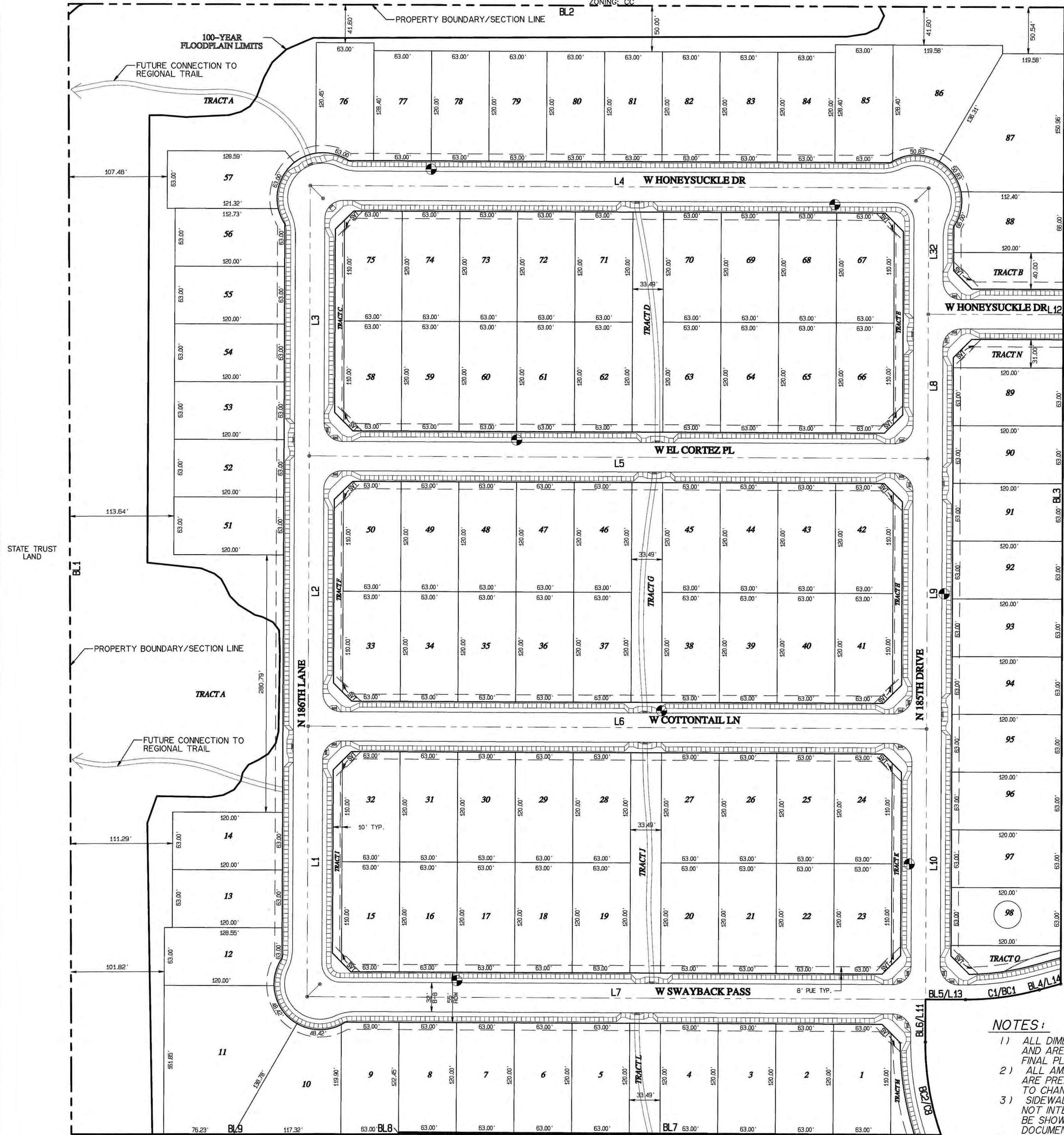
PRELIMINARY PLAT

GOODWIN &
MARSHALL
CIVIL ENGINEERS-PLANNERS-SURVEYORS
2762 S. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85006

Job No.: 10692A
Date: JUNE 2018
Scale: AS SHOWN
Design: WCR
Draft: IAS
Review: WCR

SHEET: 10 of 13

APN# 503-73-018A
GRAND 53 LLC
2007-0915860 M.C.R.
ZONING: CC



RIO RANCHO, PARCEL 3A LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	7,510	63.0'	21	7,560	63.0'	41	7,510	63.0'	61	7,560	63.0'	81	7,560	63.0'
2	7,560	63.0'	22	7,560	63.0'	42	7,510	63.0'	62	7,560	63.0'	82	7,560	63.0'
3	7,560	63.0'	23	7,510	63.0'	43	7,560	63.0'	63	7,560	63.0'	83	7,560	63.0'
4	7,560	63.0'	24	7,510	63.0'	44	7,560	63.0'	64	7,560	63.0'	84	7,560	63.0'
5	7,560	63.0'	25	7,560	63.0'	45	7,560	63.0'	65	7,560	63.0'	85	8,087	63.0'
6	7,560	63.0'	26	7,560	63.0'	46	7,560	63.0'	66	7,510	63.0'	86	10,864	63.0'
7	7,560	63.0'	27	7,560	63.0'	47	7,560	63.0'	67	7,510	63.0'	87	15,999	63.0'
8	7,560	63.0'	28	7,560	63.0'	48	7,560	63.0'	68	7,560	63.0'	88	7,675	63.0'
9	7,708	63.0'	29	7,560	63.0'	49	7,560	63.0'	69	7,560	63.0'	89	7,560	63.0'
10	9,762	63.0'	30	7,560	63.0'	50	7,510	63.0'	70	7,560	63.0'	90	7,560	63.0'
11	18,615	63.0'	31	7,560	63.0'	51	7,560	63.0'	71	7,560	63.0'	91	7,560	63.0'
12	7,918	63.0'	32	7,510	63.0'	52	7,560	63.0'	72	7,560	63.0'	92	7,560	63.0'
13	7,560	63.0'	33	7,510	63.0'	53	7,560	63.0'	73	7,560	63.0'	93	7,560	63.0'
14	7,560	63.0'	34	7,560	63.0'	54	7,560	63.0'	74	7,560	63.0'	94	7,560	63.0'
15	7,510	63.0'	35	7,560	63.0'	55	7,560	63.0'	75	7,510	63.0'	95	7,560	63.0'
16	7,560	63.0'	36	7,560	63.0'	56	7,490	63.0'	76	7,859	63.0'	96	7,560	63.0'
17	7,560	63.0'	37	7,560	63.0'	57	7,958	63.0'	77	7,560	63.0'	97	7,560	63.0'
18	7,560	63.0'	38	7,560	63.0'	58	7,510	63.0'	78	7,560	63.0'	98	7,560	63.0'
19	7,560	63.0'	39	7,560	63.0'	59	7,560	63.0'	79	7,560	63.0'			
20	7,560	63.0'	40	7,560	63.0'	60	7,560	63.0'	80	7,560	63.0'			

RIO RANCHO, PARCEL 3A LAND USE SUMMARY

ZONING DESIGNATION	PUD-RL-5
63' X 120' LOTS	98
TOTAL LOTS	98
GROSS DENSITY	3.25 Lots/Acre
NET DENSITY	5.57 Lots/Acre
LOT ACREAGE	17.61 Ac.
PUBLIC STREETS	5.91 Ac.
OPEN SPACE ACREAGE	6.61 Ac.
TOTAL ACREAGE	30.12 Ac.

RIO RANCHO, PARCEL 3A TRACT TABLE

TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	5.38	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT B	0.11	LANDSCAPE	HOA
TRACT C	0.05	LANDSCAPE	HOA
TRACT D	0.18	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT E	0.05	LANDSCAPE	HOA
TRACT F	0.05	LANDSCAPE	HOA
TRACT G	0.18	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT H	0.05	LANDSCAPE	HOA
TRACT I	0.05	LANDSCAPE	HOA
TRACT J	0.18	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT K	0.05	LANDSCAPE	HOA
TRACT L	0.09	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT M	0.04	LANDSCAPE	HOA
TRACT N	0.08	LANDSCAPE	HOA
TRACT O	0.07	LANDSCAPE	HOA

HOA= RIO RANCHO PARCEL 3A HOME OWNERS ASSOCIATION

RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR	
PUD-RL-5	7,200	60	35	15	5	13	20	55%

NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

PARCEL 3 & LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°13'27"E	295.00'
L2	S00°13'27"W	295.00'
L3	S00°13'27"W	295.00'
L4	N89°46'33"W	675.49'
L5	N89°46'33"W	675.49'
L6	N89°46'33"W	675.49'
L7	N89°46'33"W	675.49'
L8	N00°13'27"E	157.50'
L9	N00°13'27"E	295.00'
L10	N00°13'27"E	295.00'
L11	N00°13'27"E	46.58'
L12	N89°46'33"W	290.00'
L13	N89°46'33"E	48.50'
L14	N74°37'38"E	48.00'
L15	S89°46'33"E	38.94'
L16	S00°13'27"W	285.00'
L17	S00°13'27"W	285.00'
L18	N00°13'27"E	142.50'
L19	S00°13'27"W	142.50'
L20	N89°46'33"W	746.00'
L21	S89°46'33"E	380.06'
L22	N46°37'51"W	143.81'
L23	S89°46'33"E	245.09'
L24	S46°37'51"E	64.48'
L25	S89°46'33"E	105.49'
L26	N46°37'51"W	139.75'
L27	N43°22'09"E	307.00'
L28	S43°22'09"W	147.38'
L29	S00°13'27"W	220.55'
L30	N46°37'51"W	205.71'
L31	N43°22'09"E	775.12'
L32	S00°13'27"W	137.50'

PARCEL 3 & CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	300.00'	81.66'	15°35'49"	N82°25'32"E	81.41'
C2	300.00'	81.66'	15°35'49"	S82°25'32"W	81.41'
C3	150.00'	112.95'	43°08'42"	S68°12'12"E	110.30'
C4	175.00'	131.78'	43°08'42"	S68°12'12"E	128.69'
C5	150.00'	112.95'	11°52'07"	N37°26'06"E	31.02'
C6	150.00'	81.88'	31°16'36"	S15°51'44"W	80.87'
C7	200.00'	150.60'	43°08'42"	S68°12'12"E	147.07'
C8	300.00'	174.73'	33°22'19"	N16°27'43"W	172.28'

PARCEL 3A BOUNDARY CURVE TABLE

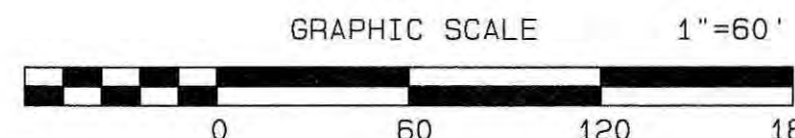
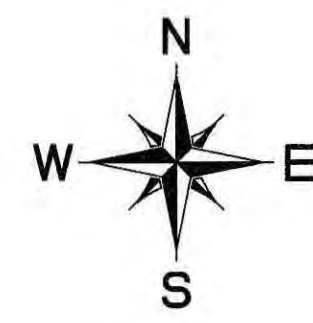
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
BC1	300.00'	81.66'	15°35'49"	S82°25'32"W	81.41'
BC2	300.00'	102.93'	19°39'28"	N09°36'17"W	102.42'

PARCEL 3A BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
BL1	N00°09'08"W	1233.14'
BL2	N89°46'33"W	1087.79'
BL3	N00°13'27"E	1064.94'
BL4	N74°37'38"E	24.23'
BL5	N89°46'33"W	43.50'
BL6	S00°13'27"W	46.58'
BL7	S89°46'33"E	592.47'
BL8	N00°13'27"E	2.45'
BL9	N89°52'55"W	357.21'

NOTES:

- ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
- PURSUANT TO AGREEMENT WITH FCDMC FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" x 1 1/2" U.S. COAST & GEODETIC SURVEY BRASS CAP
W 12" x 12" x 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES
PARCEL 3A

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT

GOODWIN & MARSHALL

CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No.: 10692A
Date: JUNE 2018
Scale: AS SHOWN
Design: WCR
Draft: IAS
Review: WCR

SHEET: 11 of 13



RIO RANCHO, PARCEL 3B LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	6,678	58.0'	21	9,581	58.0'	41	6,620	58.0'	61	13,960	58.0'
2	8,223	58.0'	22	6,684	58.0'	42	6,620	58.0'	62	7,195	58.0'
3	7,706	58.0'	23	6,670	58.0'	43	6,670	58.0'	63	6,670	58.0'
4	7,562	58.0'	24	6,670	58.0'	44	6,670	58.0'	64	6,670	58.0'
5	6,620	58.0'	25	6,620	58.0'	45	6,670	58.0'	65	6,670	58.0'
6	6,620	58.0'	26	6,620	58.0'	46	6,670	58.0'	66	6,670	58.0'
7	7,469	58.0'	27	6,670	58.0'	47	6,670	58.0'	67	6,670	58.0'
8	8,075	58.0'	28	6,670	58.0'	48	6,670	58.0'	68	6,670	58.0'
9	9,855	58.0'	29	6,670	58.0'	49	6,670	58.0'	69	6,670	58.0'
10	7,655	58.0'	30	6,670	58.0'	50	6,670	58.0'	70	6,670	58.0'
11	13,490	58.0'	31	6,670	58.0'	51	6,670	58.0'	71	6,670	58.0'
12	8,873	58.0'	32	6,620	58.0'	52	6,620	58.0'	72	6,670	58.0'
13	7,166	58.0'	33	6,860	58.0'	53	7,622	58.0'	73	6,670	58.0'
14	6,671	58.0'	34	11,155	58.0'	54	8,894	58.0'	74	8,803	58.0'
15	6,671	58.0'	35	10,603	58.0'	55	7,598	58.0'	75	13,460	58.0'
16	6,671	58.0'	36	6,670	58.0'	56	7,442	58.0'	76	7,618	58.0'
17	6,671	58.0'	37	6,670	58.0'	57	7,471	58.0'	77	6,620	58.0'
18	6,671	58.0'	38	6,670	58.0'	58	7,518	58.0'	78	6,646	58.0'
19	6,614	58.0'	39	6,670	58.0'	59	7,412	58.0'	79	6,670	58.0'
20	10,175	58.0'	40	6,670	58.0'	60	11,982	58.0'	80	6,670	58.0'

RIO RANCHO, PARCEL 3B LAND USE SUMMARY

ZONING DESIGNATION	PUD-RM-6
58' X 115' LOTS	88
TOTAL LOTS	88
GROSS DENSITY	3.74 Lots/Acre
NET DENSITY	5.89 Lots/Acre
LOT ACREAGE	14.95 Ac.
PUBLIC STREETS	5.75 Ac.
OPEN SPACE ACREAGE	2.82 Ac.
TOTAL ACREAGE	23.52 Ac.

RIO RANCHO, PARCEL 3B TRACT TABLE

TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	0.02	LANDSCAPE	HOA
TRACT B	1.14	LANDSCAPE	HOA
TRACT C	0.14	LANDSCAPE	HOA
TRACT D	0.05	LANDSCAPE	HOA
TRACT E	0.18	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT F	0.02	LANDSCAPE	HOA
TRACT G	0.02	LANDSCAPE	HOA
TRACT H	0.05	LANDSCAPE	HOA
TRACT I	0.62	LANDSCAPE / DRAINAGE / TRAIL	HOA
TRACT J	0.05	LANDSCAPE	HOA
TRACT K	0.10	LANDSCAPE / TRAIL	HOA
TRACT L	0.38	LANDSCAPE	HOA
TRACT M	0.03	LANDSCAPE	HOA
TRACT N	0.03	LANDSCAPE	HOA

HOA= RIO RANCHO PARCEL 3B HOME OWNERS ASSOCIATION

RESIDENTIAL DEVELOPMENT STANDARDS

CASE NUMBER: FS18-071

ZONING DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				MAXIMUM COVERAGE
	AREA	WIDTH		FRONT	SIDE	TOTAL SIDE	REAR	
PUD-RM-6	6,600	50	35	15	5	13	20	55%

NOTE:
1) THE FRONT YARD SETBACK IS TO BE LISTED AS 12 FEET FOR SIDE FACING GARAGE OR LIVING SPACE AND A MINIMUM OF 21 FEET FOR FRONT FACING GARAGES.

PARCEL 3B CURVE TABLE

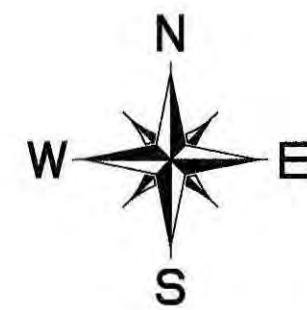
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	300.00	81.66'	15°35'49"	N82°25'32"E	81.41'
C2	300.00	81.66'	15°35'49"	S82°25'32"W	81.41'
C3	150.00	112.95'	43°08'42"	S68°12'12"E	110.30'
C4	175.00	131.78'	43°08'42"	S68°12'12"E	128.69'
C5	150.00	31.07'	11°52'07"	N37°26'06"E	31.02'
C6	150.00	81.88'	31°16'36"	S15°51'44"W	80.87'
C7	200.00	150.60'	43°08'42"	S68°12'12"E	147.07'
C8	300.00	174.73'	33°22'19"	N16°27'43"W	172.28'

PARCEL 3B BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
BL1	S00°13'27"W	1064.94
BL2	N89°46'33"E	1049.72
BL3	N01°10'16"E	545.88
BL4	S43°22'09"E	49.90
BL5	N46°37'57"W	40.17
BL6	N43°22'09"E	805.12
BL7	N46°37'57"W	139.75
BL8	N89°46'33"W	144.44
BL9	S74°37'38"W	23.77

PARCEL 3B BOUNDARY CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
BC1	300.00	81.66'	15°35'49"	S82°25'32"W	81.41'
BC2	200.00	150.60'	43°08'42"	N68°12'12"E	147.07'



GRAPHIC SCALE 1"=60'

CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2", 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES
PARCEL 3BCITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

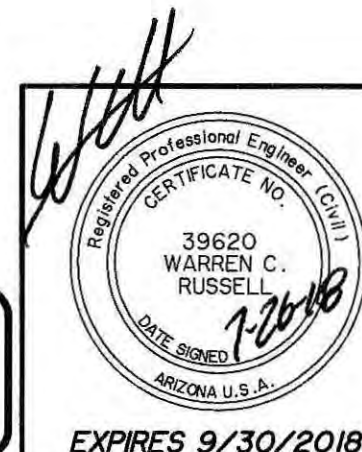
PRELIMINARY PLAT

GOODWIN &
MARSHALL

CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No.: 10692A Design: WCR
Date: JUNE 2018 Draft: IAS
Scale: AS SHOWN Review: WCR

SHEET: 12 of 13



NOTES:

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- 2) ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
- 3) SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL BE SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.
- 4) PURSUANT TO AGREEMENT WITH FCDMC FLOODPLAIN WILL BE MOVED OUTSIDE OF LOTS BASED ON LOMR-F TO BE FILED POST EARTHWORK CONSTRUCTION.
- 5) SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREET INTERSECTIONS WILL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) DETAIL 4-01.
- 6) SIGHT VISIBILITY TRIANGLES FOR LOCAL STREETS WILL COMPLY WITH EDS DETAIL 4-02.
- 7) CUL-DE-SAC DESIGN WILL COMPLY WITH EDS DETAIL 3-16.

APN# 503-73-018A
GRAND 53 LLC
2007-0915860 M.C.R.
ZONING: CC

BL2

PROPERTY BOUNDARY/SECTION LINE

PROPERTY BOUNDARY

TRACT B

TRACT A

TRACT M

TRACT N

TRACT L

TRACT K

TRACT J

TRACT I

TRACT H

TRACT G

TRACT F

TRACT E

TRACT D

TRACT C

TRACT B

TRACT A

TRACT M

TRACT N

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TRACT E

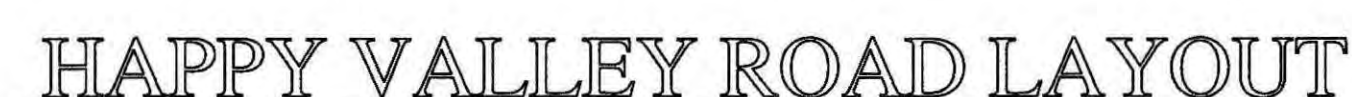
TRACT D

TRACT C

TRACT B

TRACT A

TRACT M



HAPPY VALLEY RD

LOOKING EAST



LOOKING EAST

- NOTES:
- TURN LANES ARE CONCEPTUAL IN NATURE, TURN LANE LENGTH REQUIREMENTS WILL BE MET PER THE FINAL TRAFFIC IMPACT ANALYSIS.
 - SOUTH HALF OF HAPPY VALLEY ROAD AS SHOWN WILL BE CONSTRUCTED BY OTHERS. THE RIO RANCHO DEVELOPER SHALL PAY IN-LIEU FEES FOR ADJOINING SOUTH SIDE.
 - NORTH HALF OF HAPPY VALLEY ROAD WILL BE CONSTRUCTED DURING THE PARCEL 1A.1 CONSTRUCTION PLANS.
 - THE NORTH HALF OF ENOCH DRIVE AS SHOWN WILL BE CONSTRUCTED DURING THE PARCEL 1B.2 CONSTRUCTION PLANS.



CITY OF SURPRISE BENCH MARK

CITY OF SURPRISE BENCHMARK #60
3 1/2", 1" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE
ELEVATION= 1448.15 (NAVD 88 DATUM)

RIO RANCHO ESTATES

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

HAPPY VALLEY ROAD & ENOCH DRIVE LAYOUT

GOODWIN AND
MARSHALL INC.
CIVIL ENGINEERS-PLANNERS-SURVEYORS

Job No. :	I0692A	Design :	WCP
Date :	JUNE 2018	Draft :	IAS
Scale :	AS SHOWN	Review :	WCP

SHEET : 13 of 13

2705 2. ALMA SCHOOL ROAD, SUITE 2, CHANDLER, ARIZONA 85286

SHEET: 13 of 13



EXPIRES 9/30/201

PARCEL 3A
63' x 120'
98 LOTS
(PROPOSED RL-5)

PARCEL 2B
48' x 110'
95 LOTS
(PROPOSED RM-9)

PARCEL 2A
53' x 115'
67 LOTS
(PROPOSED RM-6)

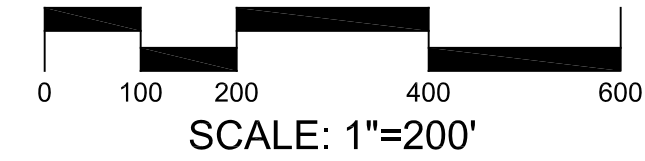
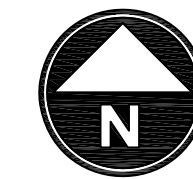
PARCEL 3B
58' x 115'
88 LOTS
(PROPOSED RM-6)

PARCEL 1A2
53' x 115'
62 LOTS
(PROPOSED RM-6)

PARCEL 1A1
48' x 110'
112 LOTS
(PROPOSED RM-9)

PARCEL 1B1
48' x 110'
78 LOTS
(PROPOSED RM-9)

PARCEL 1B2
58' x 115'
69 LOTS
(PROPOSED RM-6)



DEVELOPMENT SUMMARY

PARCEL	LOT SIZE	LOTS
PARCEL 1A1	48' X 110	112
PARCEL 1A2	53' X 115'	62
PARCEL 1B1	48' X 110'	78
PARCEL 1B2	58' X 115'	69
PARCEL 2A	53' X 115'	67
PARCEL 2B	48' X 110'	95
PARCEL 3A	63' X 120'	98
PARCEL 3B	58' X 115'	88
TOTALS		669

ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
PUD-RM-6	286	42.75
PUD-RM-9	285	42.60
PUD-RL-5	98	14.65
OPEN SPACE		41.76 ACRES



RIO RANCHO ESTATES

MASTER PLAN - ZONING DISTRICT OVERLAY

CITY OF SURPRISE, ARIZONA



PREPARED FOR:
SOUTHWEST VALUE PARTNERS
7600 EAST DOUBLETREE RANCH RD
SCOTTSDALE, AZ 85258

DATE:	JANUARY 2018
PROJECT:	000.0000.81
DRAWN BY:	EL
REVIEW BY:	EL
VERSION:	
REVISIONS:	

SHEET TITLE:
OVERALL CONCEPT PLAN

SHEET NUMBER:
PLATE A2

Rio Rancho

City of Surprise,
Arizona

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Phasing Plan

Plate A3
JUNE 2018



- NOTES:
- PHASING OF RIO RANCHO IS NON-LINEAR AND WILL BE BASED ON MARKET DEMANDS
 - RIO RANCHO BOULEVARD WILL BE CONSTRUCTED IN ITS ENTIRETY WITH PHASE 1A1 AND 1A2
 - HALF STREET IMPROVEMENTS WILL BE CONSTRUCTED PER SUDC FOR 183RD AVENUE, HAPPY VALLEY ROAD, AND ENOCH ROAD WITH ADJACENT DEVELOPMENT
 - MID-BLOCK TRAIL CROSSINGS REQUIRE ALTERNATE PAVING METHOD
 - SEE CIVIL DRAWINGS FOR SIDEWALK LOCATIONS
 - FINAL LANDSCAPE AND IRRIGATION DESIGN SHALL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) CHAPTER 8

DEVELOPMENT SUMMARY		
PARCEL	LOT SIZE	LOTS
PARCEL 1A1	48' X 110'	112
PARCEL 1A2	53' X 115'	62
PARCEL 1B1	48' X 110'	78
PARCEL 1B2	58' X 115'	69
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PARCEL 2B	48' X 110'	95
PARCEL 3A	63' X 120'	98
PARCEL 3B	58' X 115'	88
TOTALS		669

CONNECTION TO REGIONAL PATH

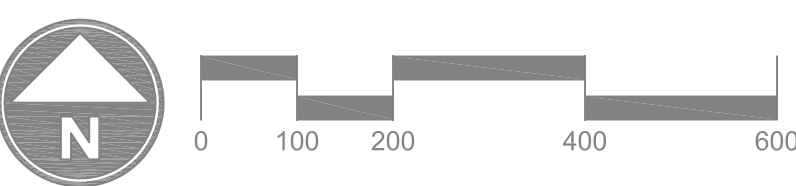
TRAIL COORIDOR

CONNECTION TO REGIONAL PATH

NEIGHBORHOOD PARK

CONNECTION TO REGIONAL PATH

CONNECTION TO REGIONAL PATH



LOT SUMMARY

PARCEL	LOT SIZE	LOTS
PARCEL 1A1	48' X 110'	112
PARCEL 1A2	53' X 115'	62
PARCEL 1B1	48' X 110'	78
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PARCEL 3B	58' X 115'	88
TOTALS		669

NOTES:

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- SEE CIVIL DRAWINGS FOR SIDEWALK LOCATIONS
- FINAL LANDSCAPE AND IRRIGATION DESIGN SHALL COMPLY WITH ENGINEERING DEVELOPMENT STANDARDS (EDS) CHAPTER 8

NEIGHBORHOOD PARK

WATER CAMPUS

TRAIL COORIDOR

PROJECT ENTRY

NEIGHBORHOOD PARK

OPEN SPACE/ LINEAR PARK AND TRAIL COORIDOR

Plant Schedule

BOTANICAL/COMMON NAME

TREE
* <i>Parkinsonia floridata</i> Blue Palo Verde
* <i>Parkinsonia hybrid</i> Desert Museum Palo Verde
* <i>Pithecellobium flexicaule</i> Texas Ebony
* <i>Prosopis glandulosa</i> 'Thornless' Maverick Honey Mesquite
* <i>Pistacia chinensis</i> Chinese Pistache

ORNAMETAL TREE

* <i>Acacia aneura</i> Mulga Acacia
* <i>Acacia farnesiana</i> <i>smallii</i> Sweet Acacia
* <i>Chilopsis linearis</i> Desert Willow
* <i>Chitalpa tashkentensis</i> Chitalpa
* <i>Olneya tesota</i> Desert Ironwood
<i>Parkinsonia praecox</i> Palo Brea
<i>Vitex agnus</i> Chaste Tree

LARGE SHRUBS >7' SPREAD

<i>Caesalpinia pulcherrima</i> Red Bird of Paradise
<i>Celtis pallida</i> Desert Hackberry
<i>Cordia parviflora</i> Little Leaf Cordia
<i>Vauquelinia californica</i> Arizona Rosewood

MEDIUM SHRUBS 5-7' SPREAD

<i>Bougainvillea</i> 'Rosenka' Bougainvillea
<i>Cassia artemisioides</i> Feathery Cassia
<i>Dalea frutescens</i> 'Sierra Negra' Black Dalea
<i>Eremophila</i> 'Valentine' Emu Bush
<i>Ericameria laricifolia</i> Turpentine Bush
<i>Justicia californica</i> Red Chuparosa
<i>Larrea tridentata</i> Creosote Bush
<i>L. candidum</i> 'Thunder Cloud' Thunder Cloud Texas Sage
<i>L. frutescens compacta</i> Compact Green Cloud Sage
<i>Nerium oleander</i> 'Petite Pink' Petite Pink Oleander
<i>Simmondsia chinensis</i> Jojoba
<i>Tecoma stans</i> Yellow Bells

SMALL SHRUBS 2-5' SPREAD

<i>Ambrosia deltoidea</i> Triangle Leaf Bursage
<i>Baileya multiradiata</i> Desert Marigold
<i>Calliandra californica</i> Baja Fairy Duster
<i>Chrysactinia mexicana</i> Damianita
<i>Ruellia brittoniana</i> Mexican Petunia
<i>Ruellia peninsularis</i> Baja Ruellia
<i>Sphaeralcea ambigua</i> Desert Mallow
<i>Viguiera deltoidea</i> Goldeneye

GROUNDCOVERS

<i>Dalea capitata</i> <i>sierra gold</i> Sierra Gold Dalea
<i>Hymenoxys acaulis</i> Angelita Daisy
<i>Lantana montevidensis</i> Trailing Purple Lantana
<i>Rosmarinus officinalis</i> 'Blue Boy' Blue Boy Dwarf Rosemary

PERENNIALS/SUCCULENTS/CACTI/GRASSES

<i>Agave geminiflora</i> Twin Peaks Agave
<i>Agave weberii</i> Weber's Agave
<i>Euphorbia rigida</i> Silver Spurge
<i>Fouquieria splendens</i> Ocotillo
<i>Hesperaloe parviflora</i> Red Yucca
<i>Muhlenbergia rigens</i> Deer Grass
<i>Muhlenbergia capillaris</i> Regal Mist Pink Muhly
<i>Nolina matapensis</i> Tree Bear Grass
<i>Opuntia violacea</i> 'Santa Rita' Purple Prickly Pear

* TREES ALLOWED IN R.O.W. TREES IN R.O.W. TO BE INSTALLED WITH DEEP ROOT BARRIERS

* 90% OF PLANT LISTED ARE DESIGNATED AS "LOW WATER USE" AS DEFINED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES

* LIST SUBJECT TO CHANGE THROUGH DESIGN PROCESS. ONLY APPROVED ADWR LOW WATER USE PLANTS WILL BE ADDED IF LIST IS AMENDED.

DEVELOPMENT DATA

TOTAL COMMON AREA	41.15 ACRES
COMMON AREA TURF	3.71 ACRES (9% OF COMMON AREA)

Rio Rancho

City of Surprise, Arizona

GOODWIN MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
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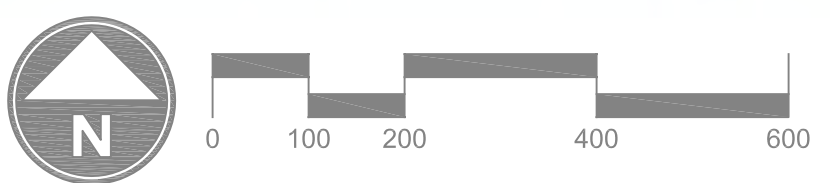
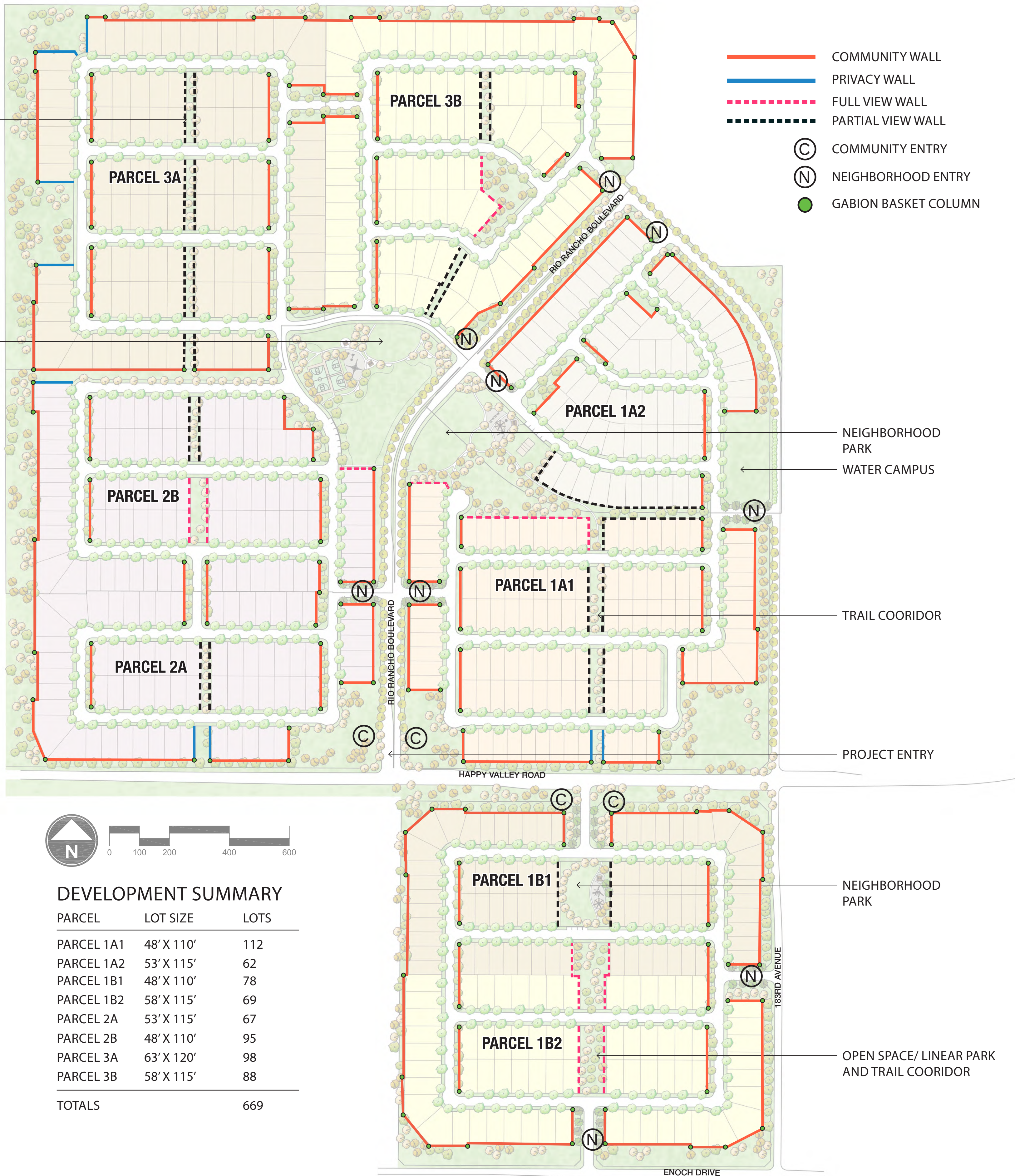
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Dave Henry

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Scottsdale, AZ 85258



Overall Landscape
Concept Plan

Plate A4
JUNE 2018



DEVELOPMENT SUMMARY

PARCEL	LOT SIZE	LOTS
PARCEL 1A1	48' X 110'	112
PARCEL 1A2	53' X 115'	62
PARCEL 1B1	48' X 110'	78
PARCEL 1B2	58' X 115'	69
PARCEL 2A	53' X 115'	67
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PARCEL 3A	63' X 120'	98
PARCEL 3B	58' X 115'	88
TOTALS		669

Rio Rancho

City of Surprise, Arizona

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SWINGSET (TYP)



SHADE PAVILION



PLAY EQUIPMENT (TYP)



GRASS PLAY HILL (TYP)



SAND VOLLEYBALL COURT (TYP)



STREET TREES - RIO GRANDE ASH

Rio Rancho

City of Surprise,
Arizona

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Phase 1A1
Neighborhood Park

Plate A6
JUNE 2018



Rio Rancho

City of Surprise, Arizona

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Phase 1B1
 Neighborhood Park
 Plate A7
 JUNE 2018



PLAY HILL (TYP)



SHADE PAVILION



PLAY EQUIPMENT (TYP)



TWO SPORT COURTS (TYP)



BENCH WITH BACK



GRASS PLAY (TYP)



STREET TREES - RIO GRANDE ASH

Rio Rancho

City of Surprise,
Arizona

GOODWIN & MARSHALL
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Scottsdale, AZ 85258



Phase 2
Neighborhood Park

Plate A8
JUNE 2018

COMMUNITY ENTRY MONUMENTATION



6' EARTH TONE
CMU BLOCK WALL
W/ CMU CAP

NEIGHBORHOOD ENTRY MONUMENTATION



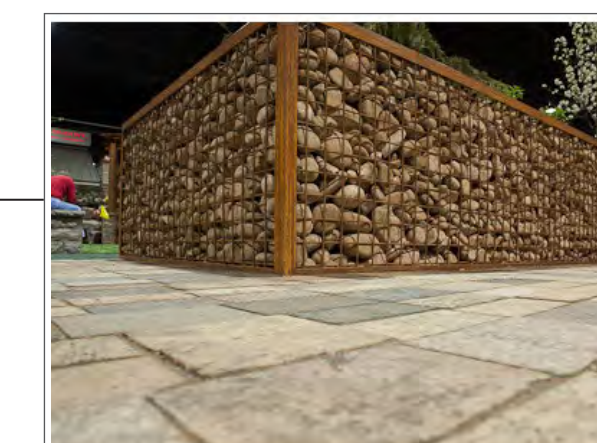
6' EARTH TONE
CMU BLOCK WALL
W/ CMU CAP



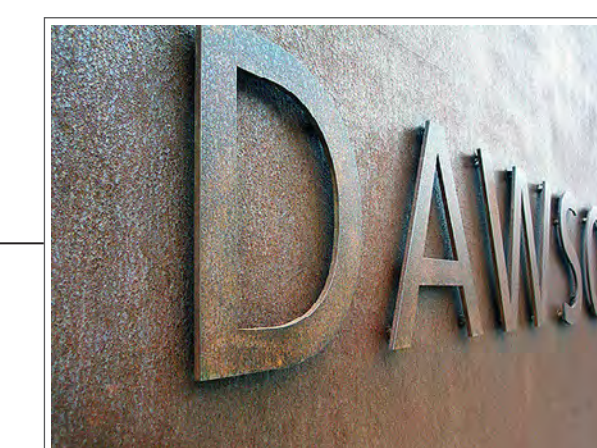
EXTRUDED STEEL SIGN BUILT INTO
ENTRY MONUMENT WALL



CORTEN STEEL WALL



GABION BASKET W/ ANGLE
IRON EDGES



METAL SIGNAGE ATTACHED TO
CMU COMMUNITY WALL

Rio Rancho

City of Surprise,
Arizona

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Entry
Monumentation

Plate A9
JUNE 2018

COMMUNITY WALL



PRIVACY WALL



Rio
Rancho
City of Surprise,
Arizona

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Community Wall
Types

Plate A10
JUNE 2018

PARTIAL NEIGHBORHOOD VIEW WALL



FULL NEIGHBORHOOD VIEW WALL



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View Wall Types

Plate A11
JUNE 2018

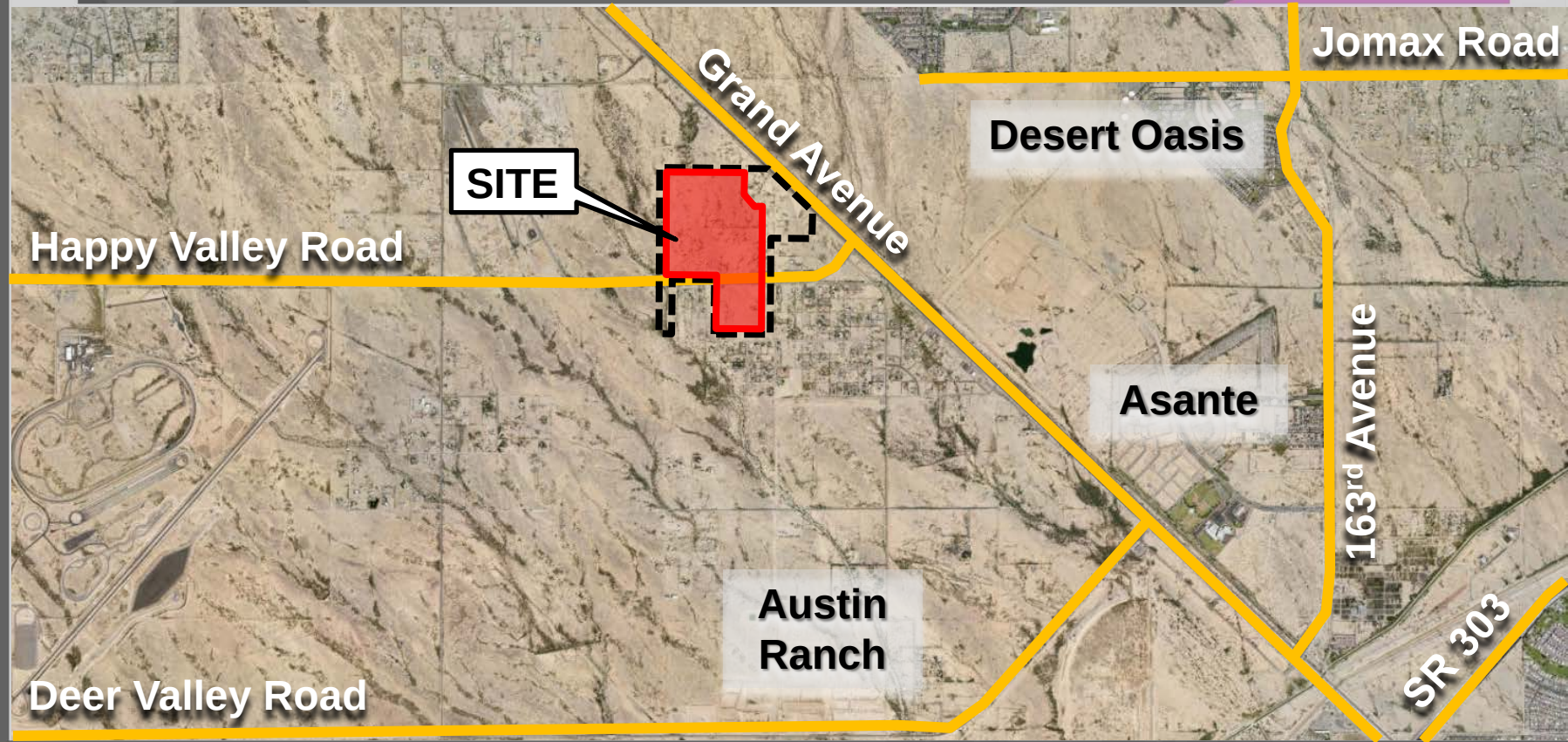


SURPRISE
ARIZONA

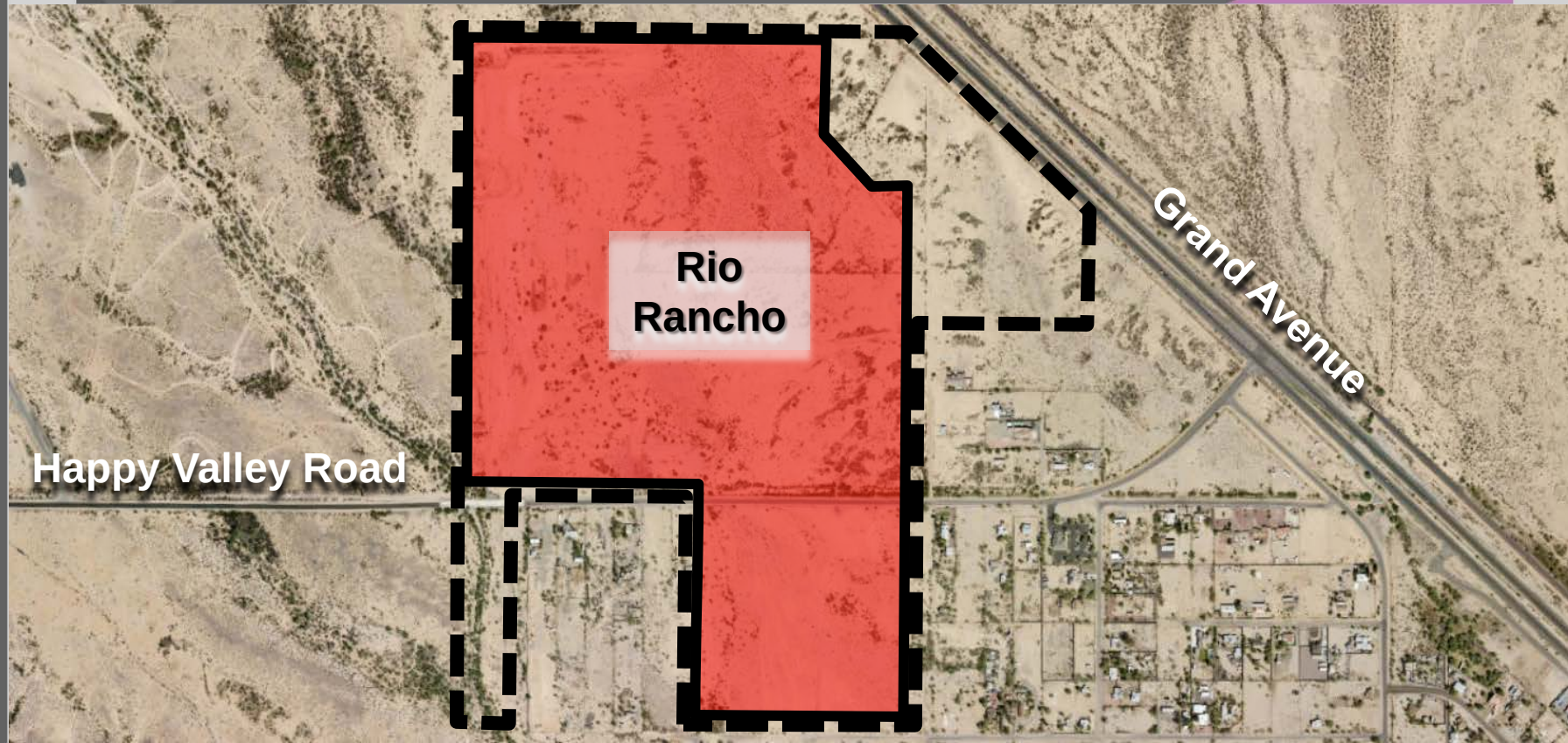
RIO RANCHO PRELIMINARY PLAT

City Council – October 16, 2018

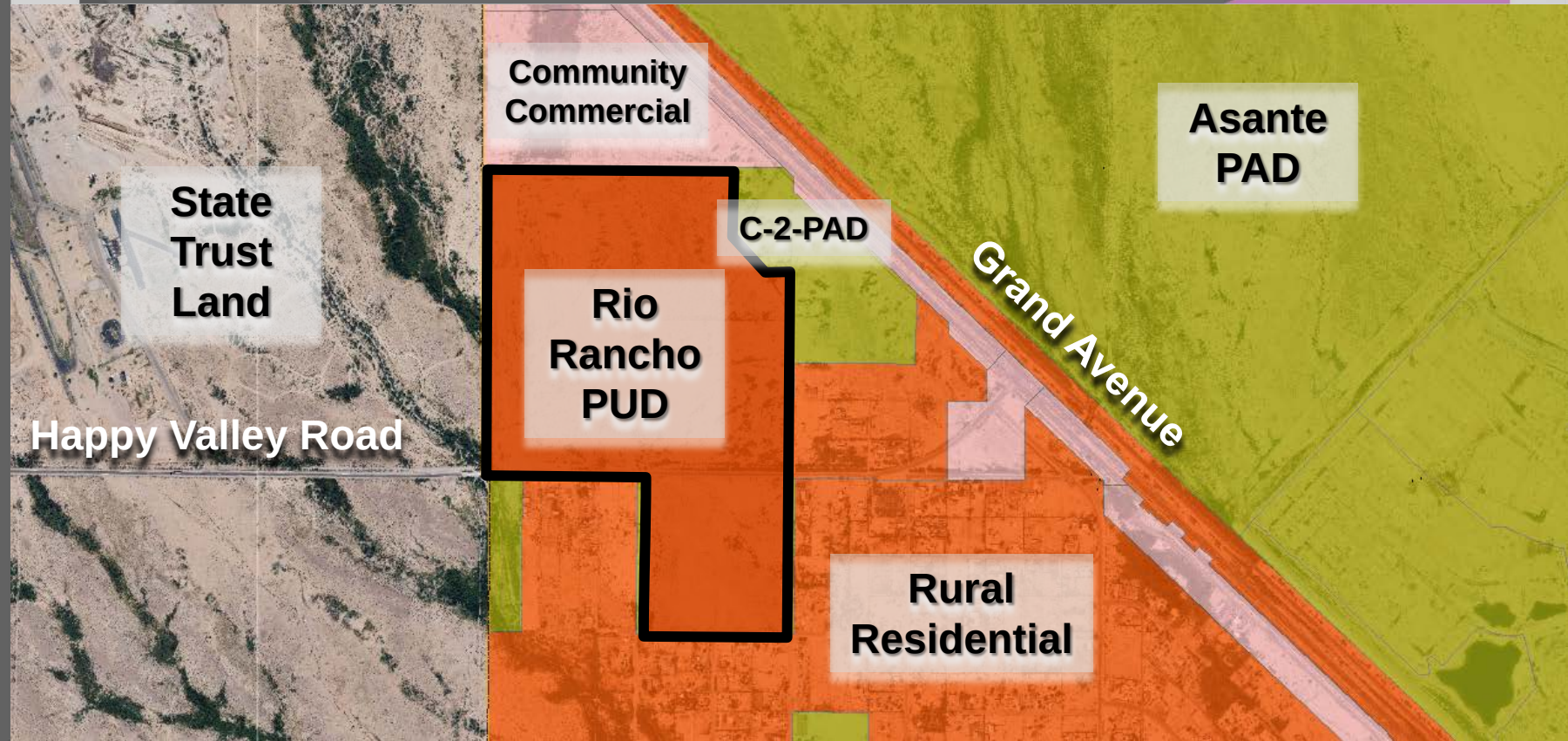
VICINITY MAP



VICINITY MAP



SURROUNDING ZONING



ZONING



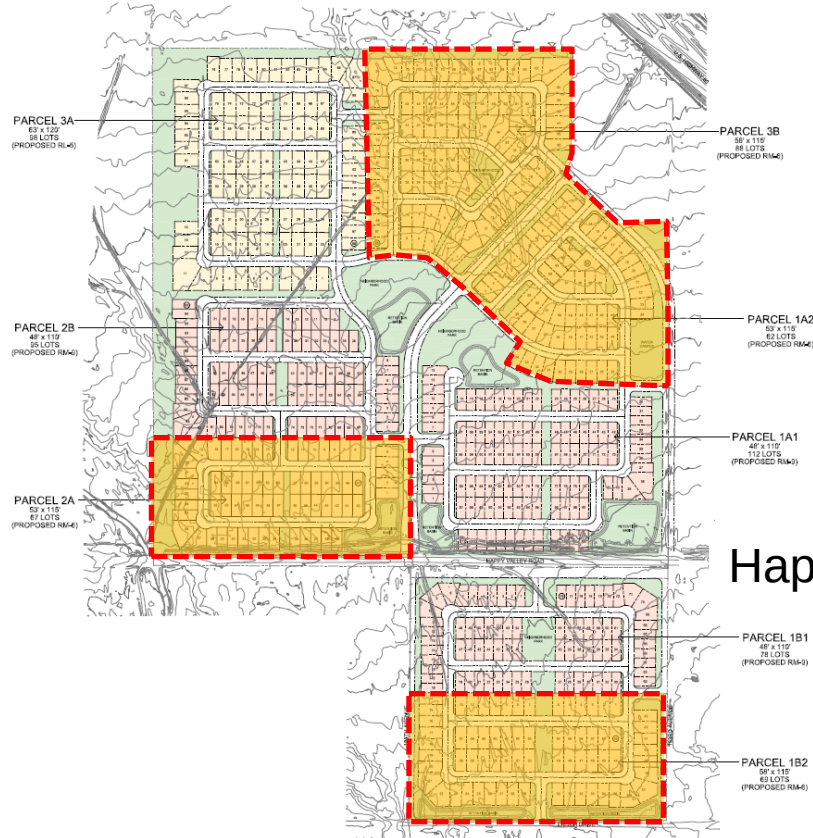
ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
PUD-RM-6	286	42.75
PUD-RM-9	285	42.60
PUD-RL-5	98	14.65

Happy Valley Road



ZONING



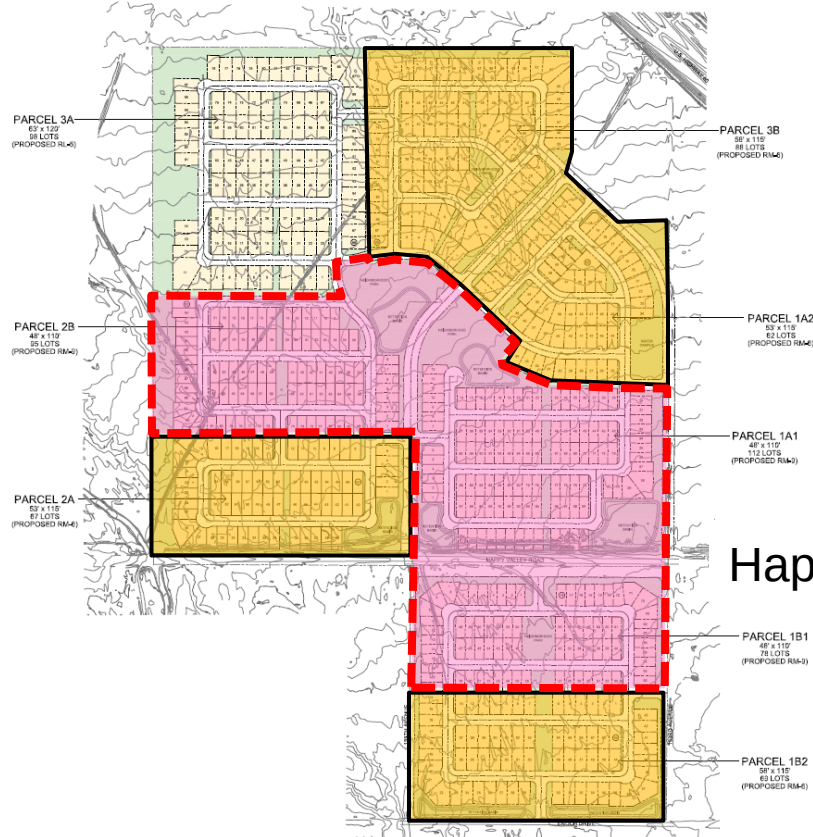
ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
 PUD-RM-6	286	42.75
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 PUD-RL-5	98	14.65

Happy Valley Road



ZONING



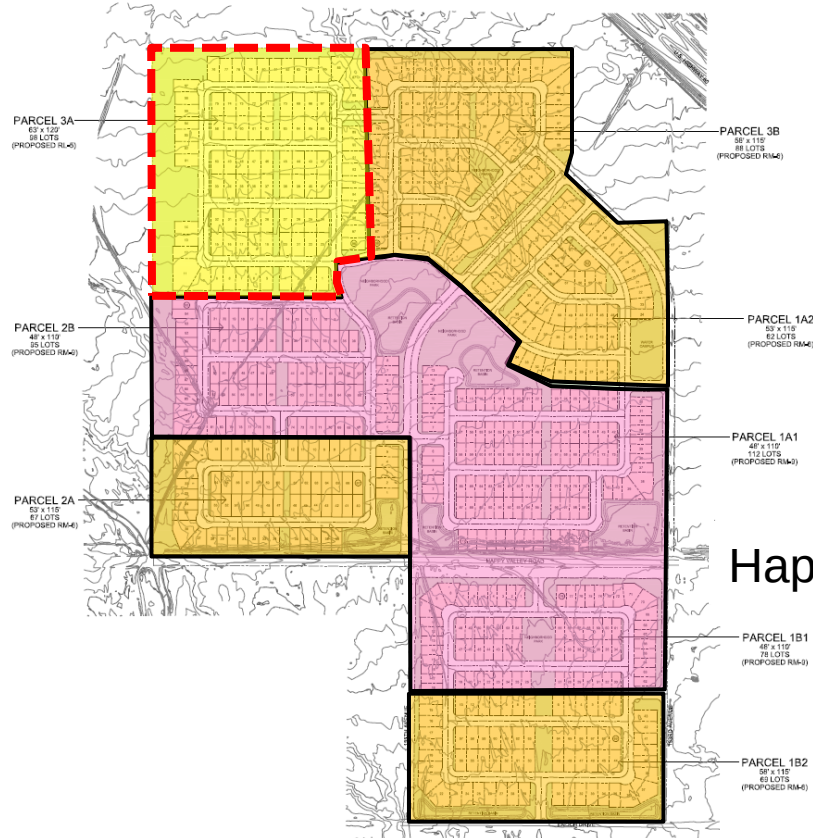
ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
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 PUD-RM-9	285	42.60
 PUD-RL-5	98	14.65

Happy Valley Road



ZONING



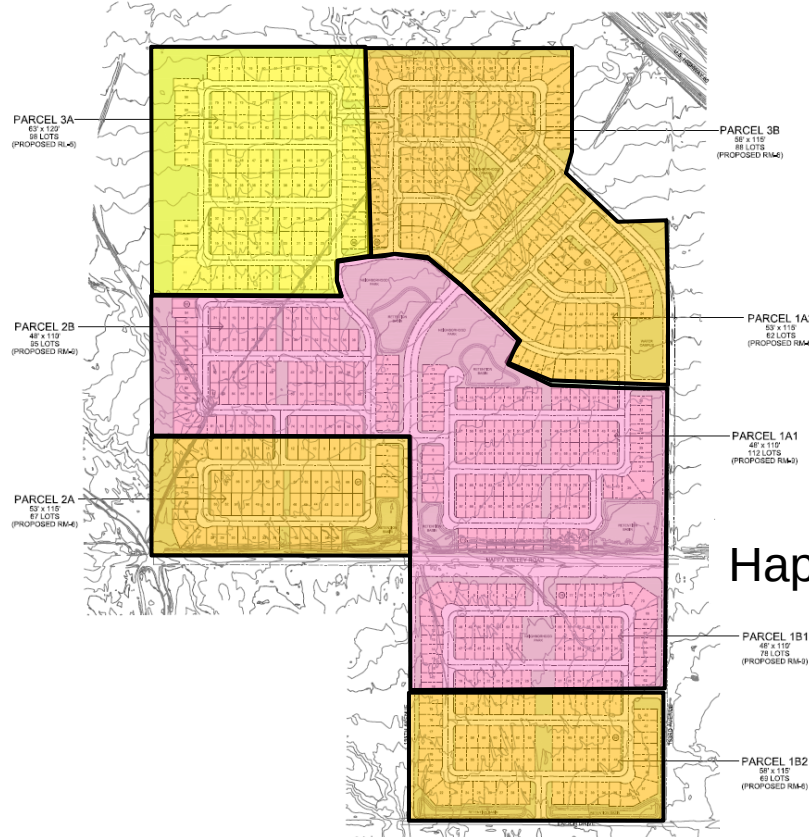
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Happy Valley Road



ZONING

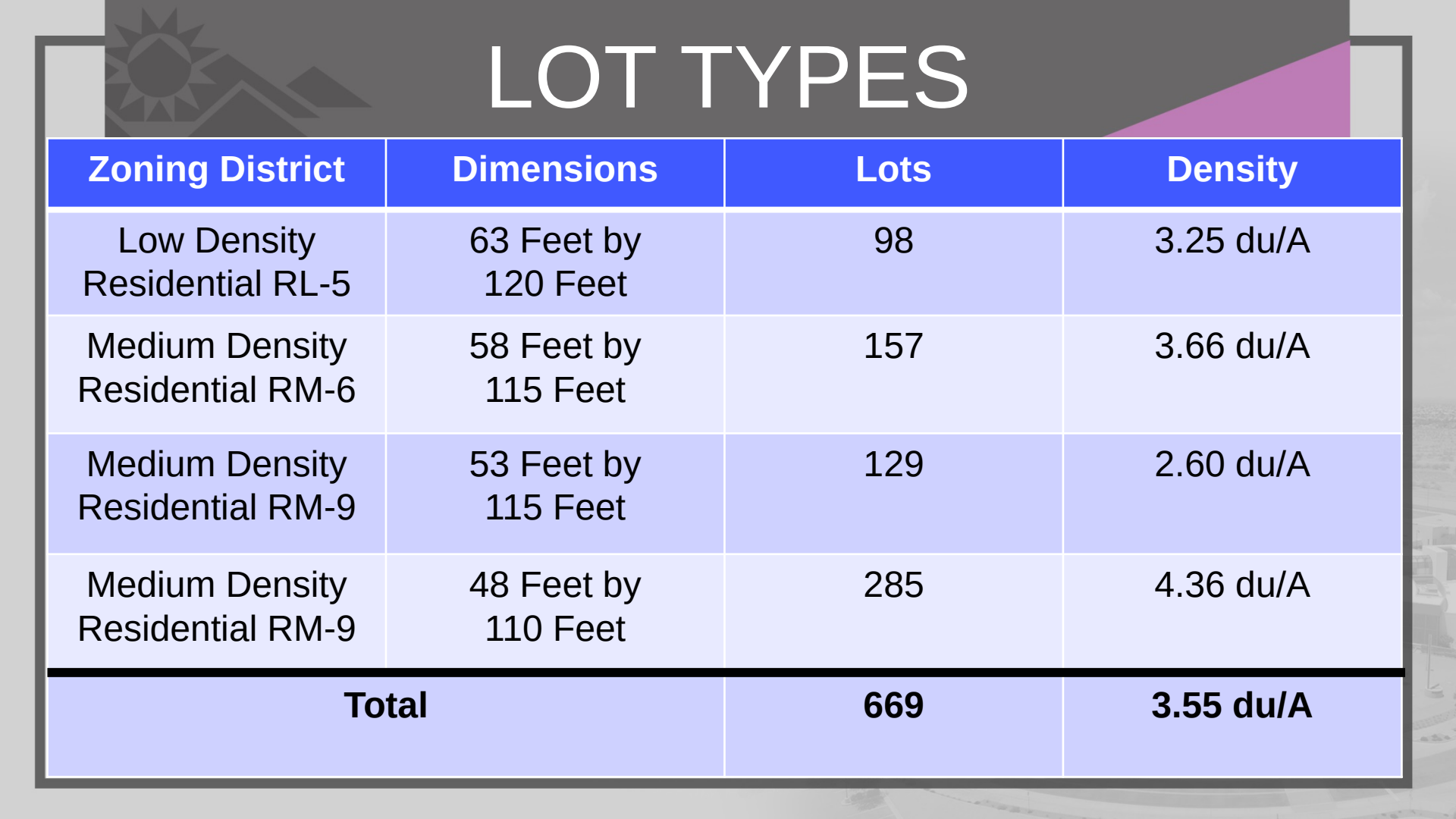


ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
PUD-RM-6	286	42.75
PUD-RM-9	285	42.60
PUD-RL-5	98	14.65

Happy Valley Road

188.02 Acres
669 Units
3.55 du/A



LOT TYPES

Zoning District	Dimensions	Lots	Density
Low Density Residential RL-5	63 Feet by 120 Feet	98	3.25 du/A
Medium Density Residential RM-6	58 Feet by 115 Feet	157	3.66 du/A
Medium Density Residential RM-9	53 Feet by 115 Feet	129	2.60 du/A
Medium Density Residential RM-9	48 Feet by 110 Feet	285	4.36 du/A
Total		669	3.55 du/A

SETBACKS

Dimensional Standards

Zoning District -3-	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Min. Front Setback	Min. Side Setbacks	Total Side Setbacks	Min. Rear Setback	Max. Height
RL-5-PUD	7,200 ③	60'	100'	15' -2-	5'	13'	20'	35'
RM-6-PUD	6,000 ③	50'		12'/20' -1-				
RM-9-PUD	4,500 ③	40'		-2-				

- 1- 12 feet for side loaded garages and 20' for enclosed living space.
- 2- Front facing garages will have a minimum 21-foot front yard setback.
- 3- Maximum coverage of 55 percent for all zoning districts.

OPEN SPACE



OPEN SPACE



OPEN SPACE



OPEN SPACE



PLAY HILL (TYP)



SHADE PAVILION



PLAY EQUIPMENT (TYP)



TWO SPORT COURTS (TYP)



BENCH WITH BACK



GRASS PLAY (TYP)



STREET TREES - RIO GRANDE ASH

MONUMENTATION

COMMUNITY ENTRY MONUMENTATION



NEIGHBORHOOD ENTRY MONUMENTATION



EXTRUDED STEEL SIGN BUILT INTO ENTRY MONUMENT WALL



CORTEN STEEL WALL

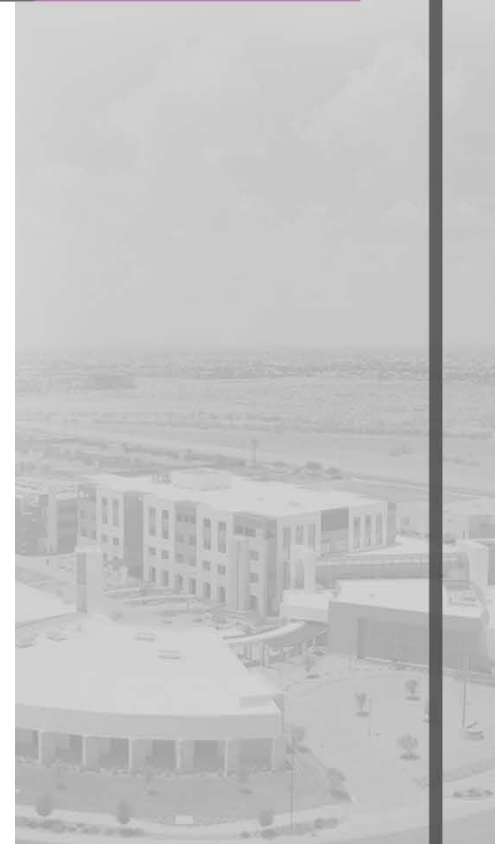


GABION BASKET W/ ANGLE IRON EDGES



METAL SIGNAGE ATTACHED TO CMU COMMUNITY WALL

WALL PLAN



WALL PLAN

COMMUNITY WALL



PRIVACY WALL



WALL PLAN

PARTIAL NEIGHBORHOOD VIEW WALL



FULL NEIGHBORHOOD VIEW WALL



PARKS MASTER PLAN



- REGIONAL PATH
- LOCAL / COMMUNITY PATH
- NEW CITY PARK
- NEW COMMUNITY PARK





RIO RANCHO ESTATES

- No Objection From Reviewing Agencies
- Planning and Zoning Commission Recommends Approval





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Sergio Angulo -Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action pertaining to approval of a Major Zoning Amendment to approximately 119 acres in the Tierra Verde East PAD, a property generally located on the northeast corner of 155th Avenue and the Happy Valley Road alignment, to allow for an increase in density, increase in open space, modifications to the development standards, and revisions to the land use plan; Ordinance #2018-13.

Motion:

I move to approve Ordinance #2018-13.

Background:

On May 7, 2018 Tierra Verde East 2018, LLC., submitted a request for a Major Zoning Amendment to the Tierra Verde East PAD to allow for an increase in density, increase in open space, modifications to the development standards, and revisions to the land use plan. On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of the Major Zoning Amendment case FS18-249.

Objective Analysis:

The proposed major amendment to the Tierra Verde East PAD, located on the northeast corner of 155th Avenue and Happy Valley Road, would further orderly development of the PAD and increase the amount of open space.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-249 Tierra Verde East - Staff Report](#)
 - ☐ [01 - FS18-249 Tierra Verde East - Vicinity Map](#)
 - ☐ [02 - FS18-249 Tierra Verde East - Zoning Document](#)
 - ☐ [03 - FS18-249 Tierra Verde East - School Donation Agreement](#)
 - ☐ [04 - FS18-249 Tierra Verde East - Luke AFB Comments](#)
 - ☐ [05 - FS18-249 Tierra Verde East - Citizen Participation Report](#)
 - ☐ [06 - FS18-249 Tierra Verde East - Presentation](#)
 - ☐ [Ord 2018-13 Tierra Verde East PADA](#)
-

MAJOR ZONING AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS18-249

Project Name: Tierra Verde East

Council District: 1 – Acacia

Meeting Date: October 16, 2018

Planner: Sergio Angulo

Owner: BBBSS at Surprise, LLC.

Applicant: Tierra Verde East 2018, LLC.

Request: Major Zoning Amendment to the Tierra Verde East Planned Area Development (PAD) to allow for an increase in density, increase in open space, modifications to the development standards, and revisions to the land use plan.

Site Location: Located on the northeast corner of 155th Avenue and the Happy Valley Road alignment.

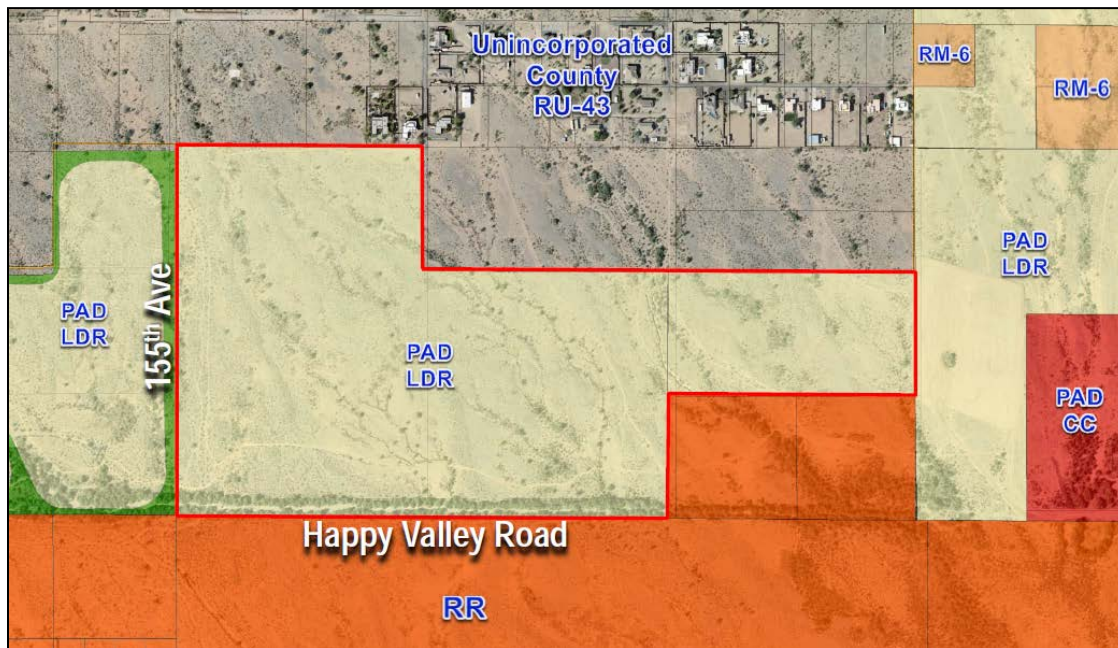
Site Size: Approximately 119 acres.

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-051.

Support/Opposition: The site was posted and advertised for a Citizen Outreach meeting in accordance with the SUDC. The applicant held the meeting for the proposed Major Zoning Amendment at Desert Oasis Elementary School located at 17161 W. Bajada Road at 6:00pm on August 8, 2018. Property owners from the vicinity attended the applicant's Citizen Outreach meeting held on August 8, 2018. Those who attended were in support of the project.

Recommendation: On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of the Major Zoning Amendment case FS18-249.

40 **Existing Land Zoning:**



Unincorporated County (RU-43)	Unincorporated County (RU-43)	PAD (LDR)
PAD (LDR)	PAD (LDR)	PAD (LDR)
Residential Ranch (RR)	Residential Ranch (RR)	PAD (LDR) / Residential Ranch (RR)

41 **Background:**

42 **January 12, 2006:** A portion (99.37 acres approx.) of the subject property was annexed into the City
 43 of Surprise by the Mayor and City Council.

44 **November 10, 2007:** A portion (19.61 acres approx.) of the subject property was annexed into the
 45 City of Surprise by the Mayor and City Council.

46 **March 23, 2006:** The Mayor and City Council approved the Tierra Verde East Planned Area
 47 Development.

48 **November 29, 2007:** The Mayor and City Council approved a Major Amendment to the Tierra Verde
 49 East Planned Area Development to incorporate approximately 19.61 acres of land to the PAD.

50 **January 19, 2018:** A Concept Review meeting was held for the current proposal under case CR18-
 51 041.

52 **May 7, 2018:** The applicant filed a related request for a Major Zoning Amendment under case FS18-
 53 249, the subject case.

54 **August 8, 2018:** The applicant held a citizen outreach meeting to discuss the project.

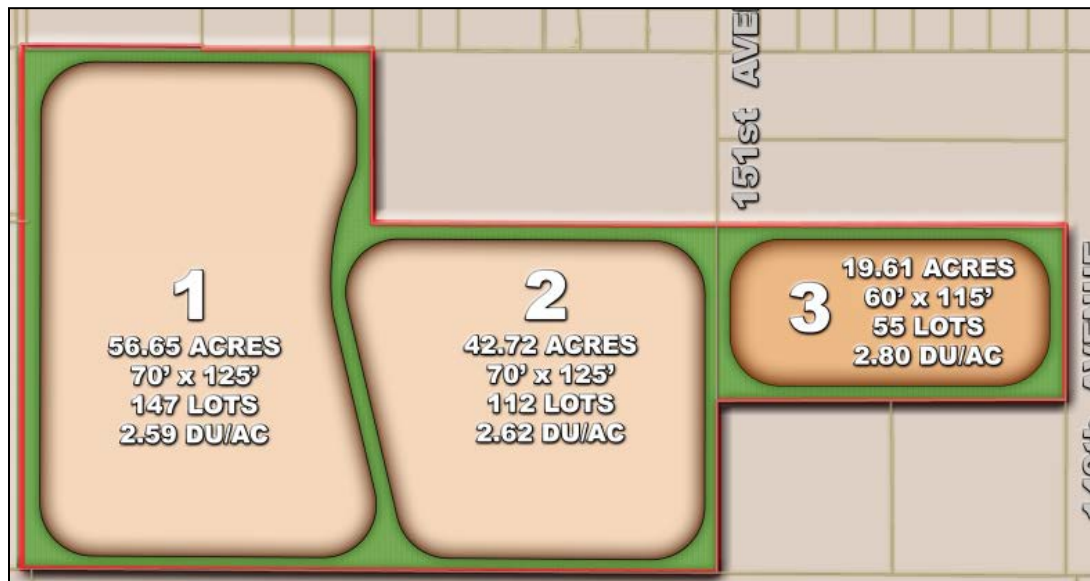
55 **September 20, 2018:** The Planning and Zoning Commission passed a motion to a motion to
 56 recommend **approval** to the Mayor and City Council of the Major Zoning Amendment case FS18-
 57 249.

Project Description:

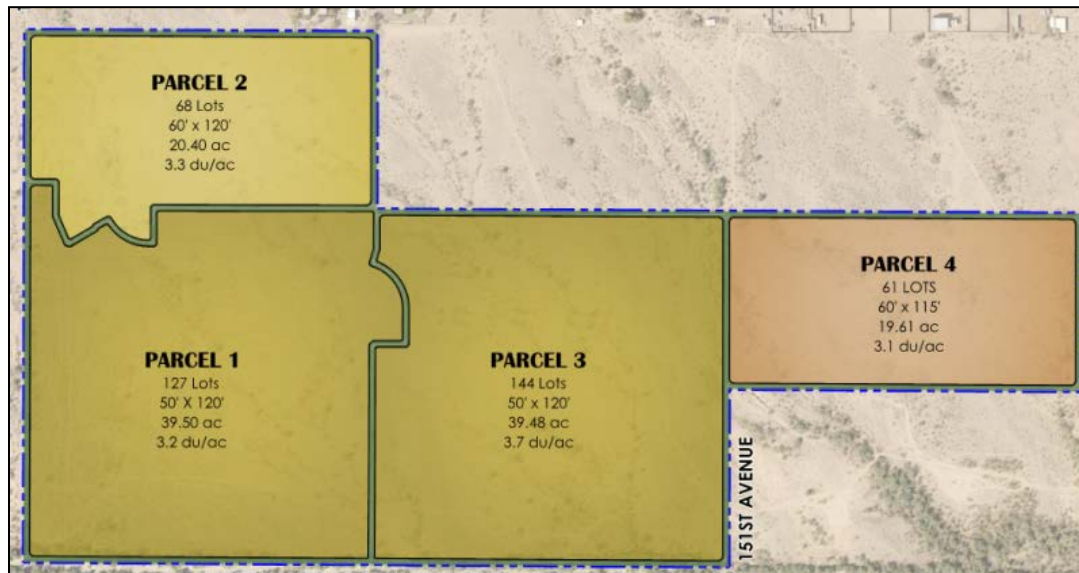
Tierra Verde East 2018, LLC., on behalf of BBBSS at Surprise, LLC., requests approval of a Major Zoning Amendment to the Tierra Verde East Planned Area Development (PAD). This Zoning Amendment proposes the following changes to the current approved PAD; increase the overall density and total lot count, increase the minimum required open space, modify certain development standards, and revise the Land Use Plan map. In conjunction with this Major Zoning Amendment, the applicant submitted a request for approval of Preliminary Plat to allow for the development of a single-family residential subdivision in Parcels 1, 2, and 3 of the Tierra Verde PAD.

The Tierra Verde East PAD is approximately 119 acres located on the northeast of 155th Avenue and the Happy Valley Road alignment. The current PAD is composed of three (3) development parcels and allows for a maximum density of 2.7 dwelling units to the acre and a total lot count of 314 units. This Zoning Amendment proposes to increase the maximum allowed density to 3.36 dwelling units per acre, increase the total lot count to 400 units, and revise the Land Use Plan map as shown below.

Current Land Use Plan Map:



76 **Proposed Land Use Plan Map:**



77 The proposed Zoning Amendment also includes the following modifications to the current
78 development standards; increase the minimum required open space from 10% to 26%, reduce the
79 minimum lot size from 60'x115' to 50'x120', increase the minimum front building setback for front
80 facing garages from 18' to 20', reduce the side building setbacks from 5'/8' to 5'/5', and increase
81 the maximum allowed lot coverage from 45% to 50%.

82
83 **Surprise General Plan 2035:**

84
85 The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood
86 Character Area, which in a suburban neighborhood supports residential development between two
87 and eight dwelling units per acre (2-8 DU/Ac). The proposed Zoning Amendment proposes a density
88 of 3.36 dwelling units per acre which demonstrates consistency with this land use category. The
89 Surprise General Plan 2035 also designates a portion of the subject property as open space for the
90 purpose of providing access to the regional trail the runs along the south of the subject property.

91
92 **Reviewing Agencies:**

93
94 In addition to the standard city internal reviewing departments, the Arizona Department of
95 Transportation, Maricopa Water District, Luke AFB, and the Dysart Unified School District were
96 included in the routing of this request. None of the reviewing agencies indicated any concerns over
97 the request.

98 **Summary:**

99
100 This proposed Major Zoning Amendment will increase the overall density and total lot count,
101 increase the minimum required open space, modify certain development standards, and revise the
102 Land Use Plan map.

103
104 **Findings:**

- 105
106
 - The proposed Major Zoning Amendment is consistent with the Surprise General Plan 2035.

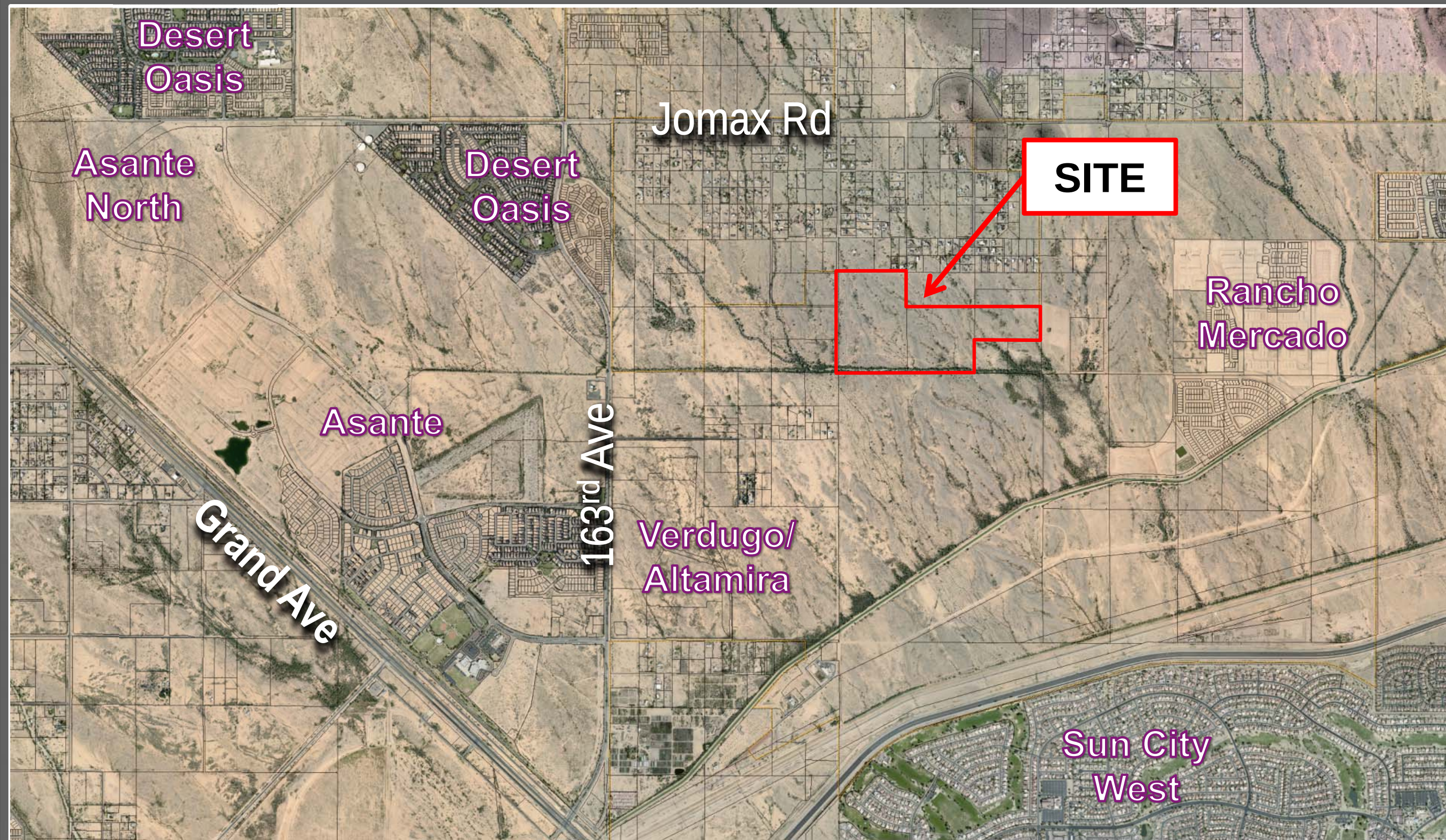
107
108 **Recommendation:**

109
110 On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend
111 approval to the Mayor and City Council of the Major Zoning Amendment case FS18-249.

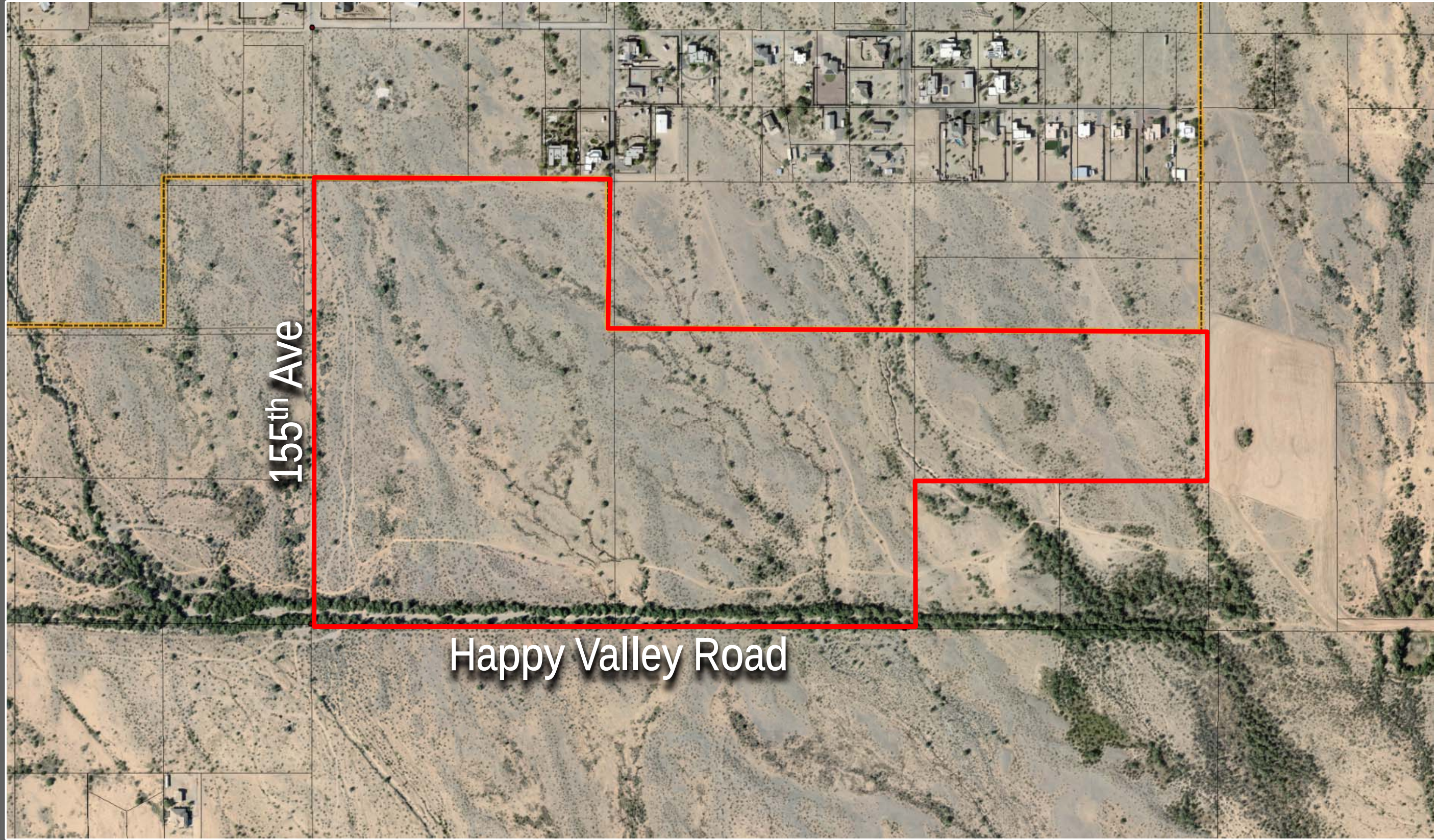
112
113 However, should the Commission wish to recommend denial of the request, the Commission
114 should make its own findings and base its decision on those alternative findings.

115
116 **Attachments:**

- 117
118 01 Vicinity Maps
119 02 Zoning Document
120 03 School Donation Agreement
121 04 Luke AFB Comments
122 05 Citizen Participation Report



Vicinity Map



Vicinity Map



tierra verde *East*

A Portion of the Northwest quarter of Section 5, Township
4 North, Range 1 West of the Gila and Salt River Meridian,
Maricopa County, Arizona

Major PAD Amendment Application Development Guide

Previous Versions:

Issued: June 30, 2005
Revised: September 23, 2005
Approved: March 23, 2006 (PAD05-624)
Revised: October 30, 2007 (Parcel 3 PADA)
Approved: September 29, 2007 (PAD06-455)
Revised: May 2018

Current Version:

Revised: August 2018

Submitted to:

The City of Surprise
16000 N Civic Center Plaza
Surprise, Arizona 85374

Prepared for:

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C/O Tierra Verde 2018, LLC
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Firm Map	B
Land Use Plan.....	C
Master Street Plan.....	D
Conceptual Lotting Design	E

I. EXECUTIVE SUMMARY

The development team of BBBSS of Surprise, LLC and Tierra Verde East 281, LLC seeks this opportunity to amend approved PAD05-264 and PADA06-455 for the 119-acre “Tierra Verde East” development located at the northeast corner of Happy Valley Road and 155th Avenue. The changes being requested consist of the following:

- Conceptual parcel configuration and design, street alignment and access revisions
- Revision to lot size on original Parcels 1 and 2 (from 70’ wide to 60’ wide (7,150 sq. ft.) and 50’ wide (5,950 sq. ft.)
- A 25% increase in total dwelling units (from 320 to 400 units),
- An overall project density increase (from 2.69 to 3.36 du/acre).
- Change in side yard setback from 13’ (aggregate) to 5’ side yard setbacks (10’ aggregate)
- Change in lot coverage for all lots from 45% to 50%
- An increase in gross residential open space within PAD05-264 from 10 acres to 26 acres (a 260% increase in open space)

This proposal remains in conformance with the current General Plan designation of “Suburban Neighborhood Land Use Character Area” (2-8 du/acres) and is within the 163rd Avenue growth corridor. The purpose of this request is as follows:

- Significant regional drainage solutions are required to accommodate Happy Valley Road and convey offsite flows through the project site, requiring a revision to the development plan.
- Lot sizes that are more in line with current market conditions in this submarket.
- An overall project density that will support the economic impacts of the significant regional infrastructure solutions to develop the property.
- A more efficient and well thought out subdivision design that provides significantly more open space, better connectivity, and

appropriate density to support residential development in this high-growth area.

The applicant and consultant team believe that this proposal benefits the City of Surprise and its residents for reasons as further detailed in this submittal. The major benefit is that Happy Valley Road will provide critical east-west roadway connectivity desired in this region of the City, providing a significant regional drainage and transportation connection through this developing area. The applicant has been working closely with William Lyon Homes (Rancho Mercado development), City staff and the Maricopa County Flood Control District to coordinate roadway and drainage solutions that will benefit the City and all residents within this area.

2. INTRODUCTION

The approved “Tierra Verde East” PAD05-264 and PADA06-455 documents provide specific details on this proposed quality development. For the purposes of brevity, and at the request of City staff as noted in the February 8, 2018 Concept Meeting Summary, this PAD application will only address items that vary from the approved PAD or current municipal code. Refer to the section **Specific PAD Amendments** at the end of this narrative for those items. For orientation purposes, abbreviated **Project Overview, Description of Request, Proposed Use, Infrastructure, and Project Phasing** sections are included with this narrative.

Items not specifically addressed in this PAD application shall follow the currently approved PAD as applicable, and the municipal code at the time of development.

3. PROJECT OVERVIEW: LOCATION AND HISTORY

“Tierra Verde East” is a Planned Area Development located at the northeast corner of 155th Avenue and Happy Valley Road (See **Exhibit A: Regional Vicinity Map**). The property, comprising a total land area of 119-acres, is currently zoned PAD, and is designated as “Suburban Neighborhood Land Use Character Area” with a density range of 2 to 8 dwelling units per acre (du/ac) in the Land Use Plan of the City of Surprise’s Current General Plan.

“Tierra Verde East” lies within the 163rd Corridor Growth Area with the City of Surprise General Plan. This growth area, is expected to receive increasing development pressure due to the recovering strength of the residential real estate market.

A review of the land profile around “Tierra Verde East” shows an area primarily intended for residential purposes. Existing land patterns in the general vicinity are predominantly typified by residential use appropriate to the “Suburban Neighborhood Land Use Character Area” designation.

In 2005, this property was the subject of a previous Planned Area Development (PAD05-264) for two parcels of land, APN 503-54- 011B and APN 503-54-012, totaling approximately 100-acres of land. This PAD changed the zoning from R-43 to “PAD” while maintaining the existing Suburban Residential (1-3du/acre) density for the entire site (which has since been modified to “Suburban Neighborhood Land Use Character

Area 2-8 du/ac in the 2035 General Plan). At the same time, approval of those documents included Stipulation 'G', which was stated as follows:

- The developer / developers shall be required to provide a minimum of two paved lanes for Happy Valley Road, east of 163rd Avenue. No building permits shall be issued for the subject project / projects prior to the City Engineer's acceptance of the Happy Valley Road improvements. Voyager and Woodside will share cost of extending Happy Valley Road to serve both properties.

In 2007, this property also received approval for a PAD Amendment (PADA06-455) that added the 20-acre parcel APN 503-54-013C (although this parcel is not subject to this amendment request, other than as it related to reference to the 100-acre parcel). In addition to new standard stipulations, the following Stipulation I was included:

- 149th Avenue is under review and may not be required to be constructed. 149th Avenue will need to be reviewed and approved by the City Engineer.

4. DESCRIPTION OF REQUEST

The purpose of this Major Planned Area Development Amendment (PADA) Application is to amend PAD05-264 and PADA06-455 for the "Tierra Verde East" project, located at the northeast corner of Happy Valley Road and 155th Avenue (see **Exhibit A: Regional Vicinity Map**).

At the time of approval of PADA06-455, "Tierra Verde East" was a 320-lot Planned Area Development (PAD) with an overall gross density of 2.69 du/ac, and a total gross land area of approximately 118.98-acres. The property consisted of Assessor Parcel Numbers APN 503-54-011B, APN 503-54-012, and APN 503-54-013C.

This PADA Application will modify the general design of the development to address a significant regional drainage issue. The design change will modify the parcel lotting design, reduce the lot size on the two original parcels, increase in open space area, and increasing the overall project density by adding 80 lots. These changes result in a yield of 400 lots, and an overall gross density of 3.36 du/ac. The specifics of this land use plan are detailed in **Section 5 – Proposed Use – Project Design**.

With these proposed changes, "Tierra Verde East" will fully comply with the intent of the Current General Plan and the previously approved PAD. The proposed land uses are within the permitted density range and conform to the land uses and land use policies of the City of Surprise. The project is consistent with the goals and objectives established by the City

of Surprise and will serve as a supporting residential land use area for neighboring commercial and employment opportunities.

5. PROPOSED USE – PROJECT DESIGN

“Tierra Verde East” is proposed entirely as a quality residential development. The proposed amended designation would preserve the suburban ambiance of the area through sensitive design and planning that respects the land resources on the site.

Portions of “Tierra Verde East” lies in a Zone “A” floodplain (See **Exhibit B: FIRM Map**). The balance lies in floodzone “X”. The washes on the adjacent Tierra Verde West site inundate the site with a total run-off of 1700 cfs. Some minor perimeter channels will be constructed on the north, center and west sides of the property boundary to handle the offsite sheet flows impacting the site. Offsite of the project to the south, the existing earthen berms will be replaced with a drainage conveyance channel along the southern boundary of the site. Culverts under Happy Valley Road will be installed that will accommodate and mimic the existing break-out flows that were identified in the berm. This drainage solution will remove the southern area of the site from the floodplain and allow the construction of Happy Valley Road at this alignment.

With this PADA, “Tierra Verde East” proposes an overall gross density of 3.36 du/ac, in compliance with the “Suburban Neighborhood Land Use Character Area” designation (2-8 du/ac) and in conformance to the land use policies of the City of Surprise. The development proposes 400 dwelling units with a combination of 60' x 120' lots, 60'x115' lots, and 50' x 120' (see **Exhibit C: Land Use Plan**). The specific intent of this application is to obtain approval and adoption for the changes outlined in the following table. A justification has been provided for each item.

LAND USE PLAN REVISIONS AND JUSTIFICATIONS

Requested Change	Justification
Change Parcel 1 into 2 Parcels from 70'x125' lots on 56.7 acres with a density of 2.59 du/ac and 147 lots. to 50'x120' (5,950 min. sq. ft.) on 39.50 acres with a density of 3.21 du/ac and 127 lots. (new Parcel 1) & to 60'x120' (7,150 min. sq. ft.) lots on 20.40-acres with a density of 3.33 du/ac and 68 lots (new Parcel 2). This represents a total of 195 lots, or an increase of 48 lots	To accommodate the required drainage infrastructure to support Happy Valley Road, the lotting design for this parcel was revised to account for the drainage channel improvements to the site. Reduced lot sizes are proposed based on current market demand and to increase density to support the economic impacts of the regional infrastructure solution. Open space within is area increased from 10% required to 27% as further rationale for the reduced lot size and increased unit count.
Change Parcel 2 from 70'x125' lots on 42.7 acres with a density of 2.62 du/ac and 112 lots to 50'x120' (5,950 min. sq. ft.) lots on 39.48-acres with a density of 3.65 du/ac and 144 lots. This is an increase of 32 lots (new Parcel 3).	To accommodate the required drainage infrastructure to support Happy Valley Road, the lotting design for this parcel was revised to account for the drainage channel improvements to the site. Reduced lot sizes are proposed based on current market demand and to increase density to support the economic impacts of the regional infrastructure solution. Open space within is parcel increased from 10% required to 24% as further rationale for the reduced lot size and increased unit count.
Parcel 3 is renamed to Parcel 4 and will otherwise will remain unchanged. This Parcel consists of 19.61 acres and is proposed to contain approximately 61 60'x115' (minimum 6,750 sf) single family lots at a density of 3.11 du.ac.	

Additional revisions to the PAD include minor modifications to the development standards, including:

- Increase the minimum front garage setback from 18' to 20' (10' minimum front setback for a side entry garage or front living area).
- Reduction in the side yard setback from 5' and 8' (13' collective) to 5' and 5' (10' collective).
- Increase the lot coverage requirement to from 45% to 50% for all lots.

Development Standards Table

	Existing Standards	Proposed Standards (Parcels 1-4)
Front Yard Setback	18' to face of garage, 10' to side entry garage or front living space	20' to face of garage, 10' to side entry garage or front living space
Side Yard Setback	5' and 8' (13' collective)	5' and 5' (10' collective)
Rear Yard Setback	15'	15'
Min. Lot Width	60'	50'
Max. Lot Coverage	45%	50%

These above amendments to the site's development standards are necessary to accommodate the standard home product design needs for a 50' wide lot while encouraging more single-story product. This will provide for a 40' wide home product on a 50' wide lot and an appropriate lot coverage for the lot size.

As part of the justification for these proposed modifications, it is important to address the overall residential unit count for Tierra Verde West as it relates to the increase in lot count at Tierra Verde East. Tierra Verde West has an approved unit count of 305 residential units per the PAD. The Final Plat for the development was design with a total of 237 lots, a difference of -68 lots. With the proposed addition of 80 lots within Tierra Verde East from the previously approved PAD, the net difference is only +12 lots from the collective unit count between the two projects.

Additionally, Tierra Verde East is proposing to increase the total open space from 10-acres on the 100-acre portion of the development (the area of change per this PAD Amendment request), to 26-acres, a 260% increase in overall open space within the amended area of this development. This will add more openness, connectivity, landscaping, trail and recreational

opportunities in exchange for the reduced lot size and increased density within the development. For the overall Tierra Verde East project (including the entire 120-acre property), the open space will increase from 14-acres or 11.8% of the gross residential area to 30-acres, or 25% of the gross residential area.

It should also be noted that all streets within the development will be designed in accordance with City standards, which allows for on-street parking on both sides of the street. This will ensure adequate parking adjacent to all recreational amenities for use by residents. An on-street parking exhibit is provided with the preliminary plat submitted with this PAD amendment request.

A table comparing these changes is provided below:

PARCEL 1 REVISION SUMMARY (New Parcels 1 & 2)

Item	Previous	New	Net Change
Acreage	56.7	59.9	3.2-acre increase
Lot Size	70'x125'	60'x120' & 50'x120'	lot size reduction
Lot Yield	147	195	Increase of 48 lots
Density	2.59	3.26	Increase of 0.67

PARCEL 2 REVISION SUMMARY (New Parcel 3)

Item	Previous	New	Net Change
Acreage	42.7	39.5	3.2-acre decrease
Lot Size	70'x125'	50'x120'	lot size reduction
Lot Yield	112	144	increase of 32 lots
Density	2.62	3.65	increase of 1.03

PARCEL 3 REVISION SUMMARY (New Parcel 4)

Item	Previous	New	Net Change
Acreage	19.61	19.61	No change
Lot Size	60'x115'	60'x115'	No change
Lot Yield	61	61	No change
Density	3.1	3.1	No change

LAND USE PLAN PARCEL SUMMARY

ACREAGE	ACREAGE	LOT SIZE	LOT YIELD	DENSITY
1	39.50	50'x120'	127	3.22
2	20.40	60'x120'	68	3.33
3	39.48	50'x120'	144	3.65
4	19.61	60'x115'	61	3.11
TOTAL	118.99		400	3.36

This planning approach for “Tierra Verde East” incorporates a pedestrian-oriented comprehensive open space system that links its open space throughout the development and provides interconnection to the regional open space network within the surrounding communities. A combination of paved ADA compliant pathways, and soft surface trails will be built within these spaces. Although built for the residents of Tierra Verde East and maintained by the Tierra Verde East HOA, the main trails within the community will be accessible to the public via public trail easements or tract dedications.

The open space areas and recreational amenities will be designed to maximize visibility, access and connectivity throughout the development, including open spaces at each community entry, and centralized areas for recreational opportunities. The proposed open space system will support a diversity of activities, offering residents generous community open space areas to enhance quality of living within the development, while accommodating for a regional drainage solution associated with improvements to Happy Valley Road. Overall, the development will include approximately 30 acres of open space, which translates to 25% of the gross site area (an increase of 2.5 times from the previous PAD approval).

This proposed revision remains consistent with the intent that led to approval of the existing PAD. The proposed design continues to provide a variation in lot size and maintains a project density that meets the current General Plan guidelines. A significant increase in open space has been provided to allow for adequate drainage, retention, openness and recreational amenities throughout the community. For a graphic representation of the proposed development plan, see **Exhibit E**, *Conceptual Lotting Design*.

6. INFRASTRUCTURE

Every community's development approach and implementation plan is unique and specific to the nature, conditions and resources identified within the site. Often, conditions arise on a site that require modification to the development plan. This is the case with "Tierra Verde East".

At the time PAD05-264 and PADA06-455 were approved, existing conditions at the site indicated that the project could be developed out of the floodplain, and that Happy Valley Road could be installed adjacent to the site's southern boundary with minor drainage channel improvements. The project was stipulated to install the offsite Happy Valley Road improvements, both adjacent to the site, and to extend to 163rd Avenue. At the time, it was assumed that other than this substantial offsite improvement, other infrastructure improvements would be incidental and typical of this type of development. Following this approval, the proposed development moved towards Preliminary Plat and Final Improvement Plans. In so doing, further research on the conditions of the berming south of the site and the area's drainage conditions indicated that a more complex drainage solution would be required to construct Happy Valley Road. The applicant has been coordinating closely with William Lyon Homes to cooperate in a regional drainage solution that will allow for the construction of Happy Valley Road, providing an important regional transportation corridor to serve the area.

In this amendment, the project is redesigned to revise the lotting design to allow both an increase in density and unit count, an increase in overall open space area and allow for the installation of a drainage channel along the southern boundary of the site that would support the installation of Happy Valley Road. This solution will meet the intent of the City's General Plan and previous PAD approval by:

- Providing two paved lanes of critical east-west connectivity in this area of the City by installing the initial phase of Happy Valley Road.
- Provide the necessary emergency access to the site.
- Support the project's transportation needs and future development in the area.

With this proposal, Happy Valley Road half street will be constructed along the southern boundary of Tierra Verde East. Happy Valley Road will also connect from 163rd Avenue to the Tierra Verde East project as a shared cost with the Tierra Verde West project. The typical infrastructure associated with this type of roadway will be installed, as required by the City of Surprise, including fire hydrants. Hydrants will be spaced in accordance with 2006 IFC and will be provided within the subdivision in compliance with 2006 IFC or the City of Surprise Engineering Development Standards, whichever is more restrictive. In total, Happy Valley Road half street will be constructed in cooperation with Tierra Verde West from 163rd Avenue to the 151st Avenue alignment.

Beyond this critical east-west connection, additional infrastructure is proposed that will provide access to the site, as depicted in the Master Street Plan (**Exhibit D: Master Street Plan**). Development of the site shall include half-street improvements for 151st Avenue from Happy Valley Road up to W. Hackamore. From the intersection of 151st Ave. & W. Hackamore, full street improvements will be provided up to the northern boundary of the property. Half-street improvements will also be provided for 155th Avenue from Happy Valley Road to the northern boundary of the site. All public roadways will be constructed according to the minimum standards established by the City of Surprise.

Local streets with a 55-foot public right-of-way will provide primary access to the site. The interior local streets will be designed to provide 32 feet of pavement from back of curb to back of curb, with five-foot landscape area and five-foot-wide detached sidewalks on both sides of the street. Parking will be allowed on both sides of the street. Each home will have access to at least two off-street parking spots through either driveway depth and/or garage parking.

All rights-of-way shall be dedicated to the City. All roadway improvements shall be designed and built to current minimum City of Surprise roadway design standards at the time of approval of the preliminary plat.

Sanitary sewer for Tierra Verde East will be conveyed to the Existing SPA WRF located at the southwest corner of the Beardsley Canal and Reems Road. Proposed 8-inch diameter mains will sewer onsite flows to proposed 15-inch and 21-inch diameter mains in Reems Road (155th Ave). The sewer continues south to an existing sewer manhole located at San Ysidro Road and Reems Road, providing the outfall service to the SPA WRF.

Overall, “Tierra Verde East” presents the City of Surprise with a unique development that values its naturally sensitive areas as it contributes to the regional drainage and floodplain solution along its corridors.

7. PROJECT PHASING

The “Tierra Verde East” development is proposed as being implemented in four phases. These phases are indicated on the Proposed Land Use plan as follows:

- Phase 1: Parcel 1
- Phase 2: Parcel 2
- Phase 3: Parcel 3
- Phase 4: Parcel 4

The infrastructure associated with Happy Valley Road will be installed with the first phase of development.

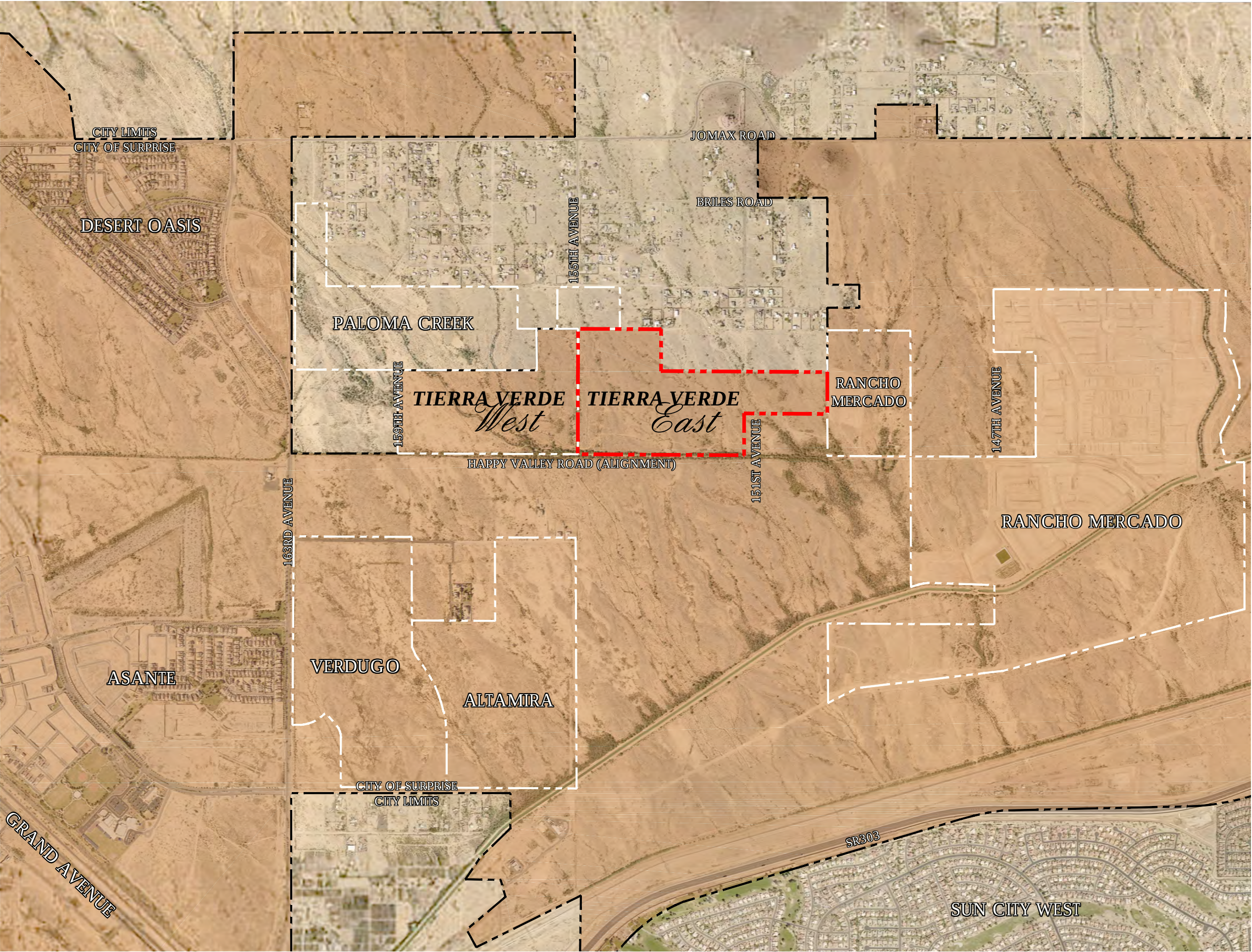
8. SPECIFIC PAD AMENDMENTS

The following is a page by page listing of the proposed changes to the approved PAD05-264:

- Page 1 – Section 1.2: Overall project density shall be revised from 2.70 du/ac to 3.36 du/ac
- Page 5 – Section 3.2.1: Total lots shall be revised to 400 with a density of 3.36 du/acre. It should also be noted that the General Plan Land Use Designation has been modified from SR to Suburban Neighborhood Land Use Character Area with a target density range of 2-8 du/ac per the 2035 General Plan)
- Page 10 & 11 – Section 5: Parcel configuration and acreage, lot size, density calculation and total yield shall be replaced with the land use plan and table in **Exhibit C: Land Use Plan**

- It is noted that this plan shall remain in compliance with the architectural, engineering, and landscape design criteria established in the PAD.
- Page 17 – Section 5.4.2: The minimum open space requirement of ten (10) acres or 10% of the gross residential area will be increased to 26% for the 100-acres comprising Parcels 1-3.
- Page 25 – Section 10: Development schedule shall be updated to an estimated start of construction in 2019, pending market conditions.
- Exhibit I – Single Family Design Guideline Comparison Table: Reduce the minimum side yard setback from 5' / 8' (13' aggregate) to 5' / 5' (10' aggregate)
- Exhibit I – Single Family Design Guideline Comparison Table: Increase the Lot Coverage for all lots from 45% to 50%.
- Exhibit I – Single Family Design Guideline Comparison Table: Reduce Minimum Lot Size from 8,350 to 5,950 for the 50' wide lots and 7,150 for the 60' wide lots.

These same proposed changes shall apply to PADA06-455 as applicable.

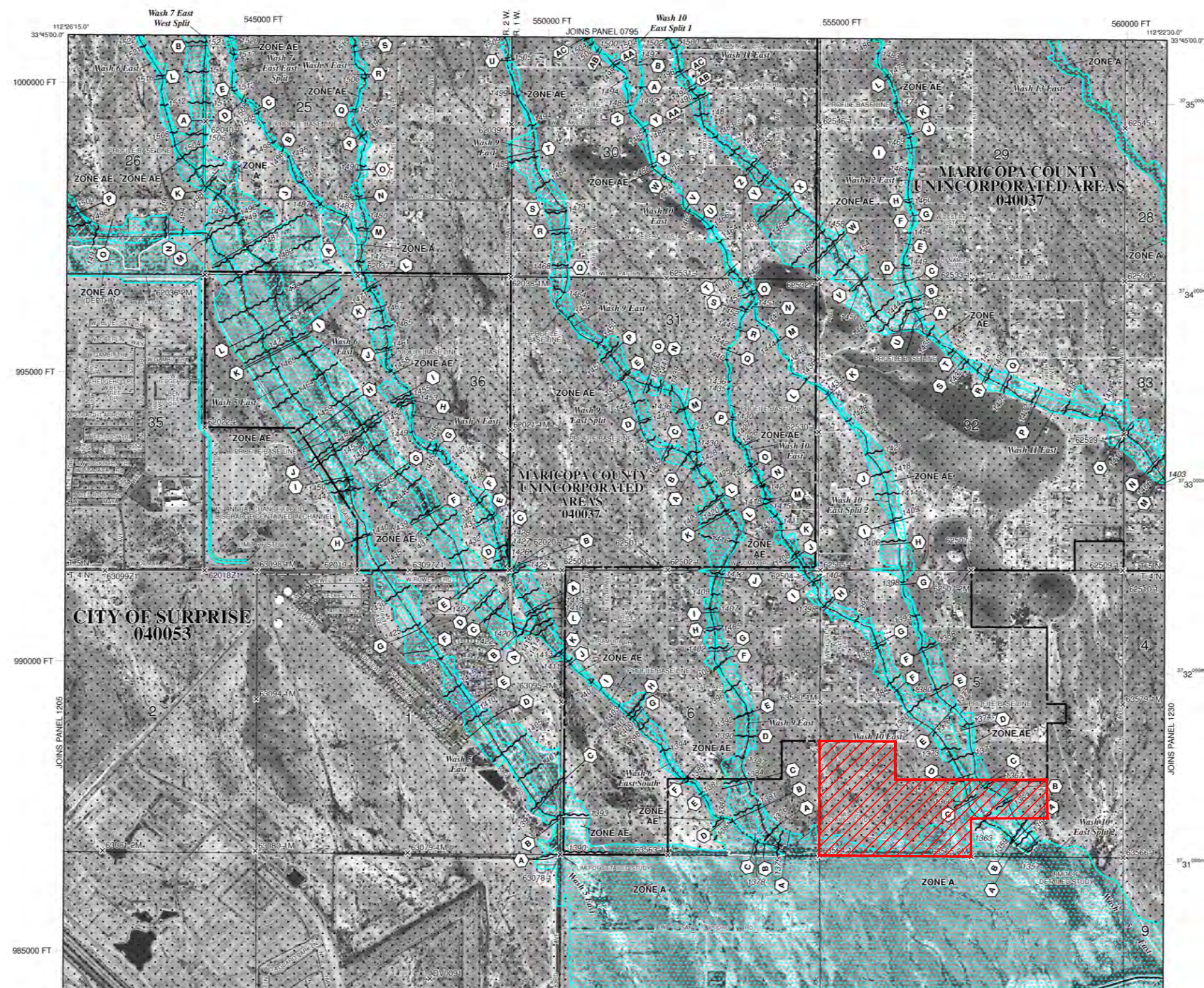


tierra verde *East*

PLANNED AREA DEVELOPMENT AMENDMENT

REGIONAL VICINITY MAP Exhibit A





LEGEND

PROJECT
BOUNDARY



NFIP

PANEL 1210L

FIRM
FLOOD INSURANCE RATE MAP
MARICOPA COUNTY,
ARIZONA
AND INCORPORATED AREAS

PANEL 1210 OF 4425
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MARICOPA COUNTY	040037	1210	L
SURPRISE, CITY OF	040053	1210	L

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

 **MAP NUMBER**
04013C1210L
MAP REVISED
OCTOBER 16, 2013

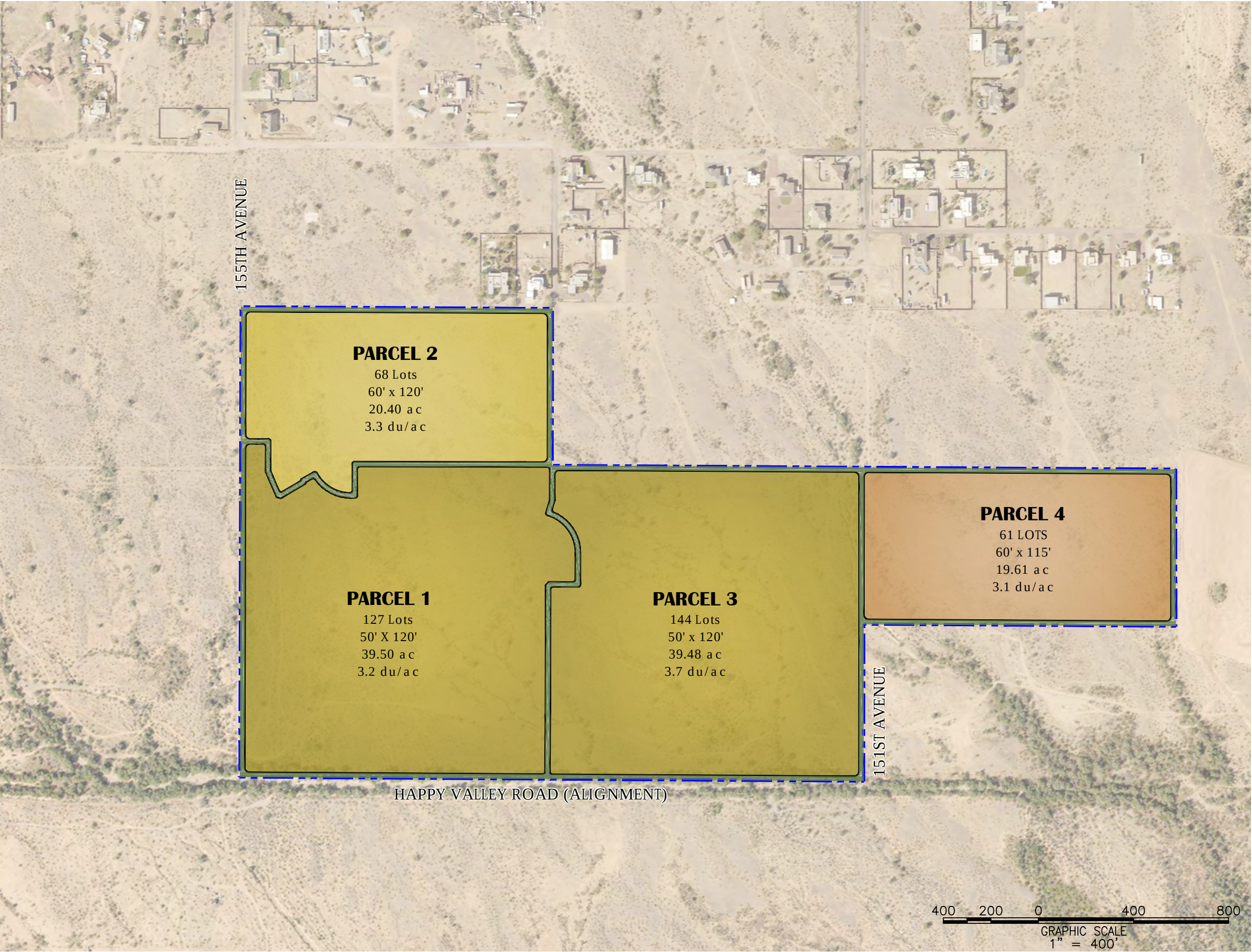
Federal Emergency Management Agency



SCALE: 1" = 2000'

EXHIBIT B - FIRM MAP
TIERRA VERDE EAST
SURPRISE, ARIZONA

 **ATWELL**
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831



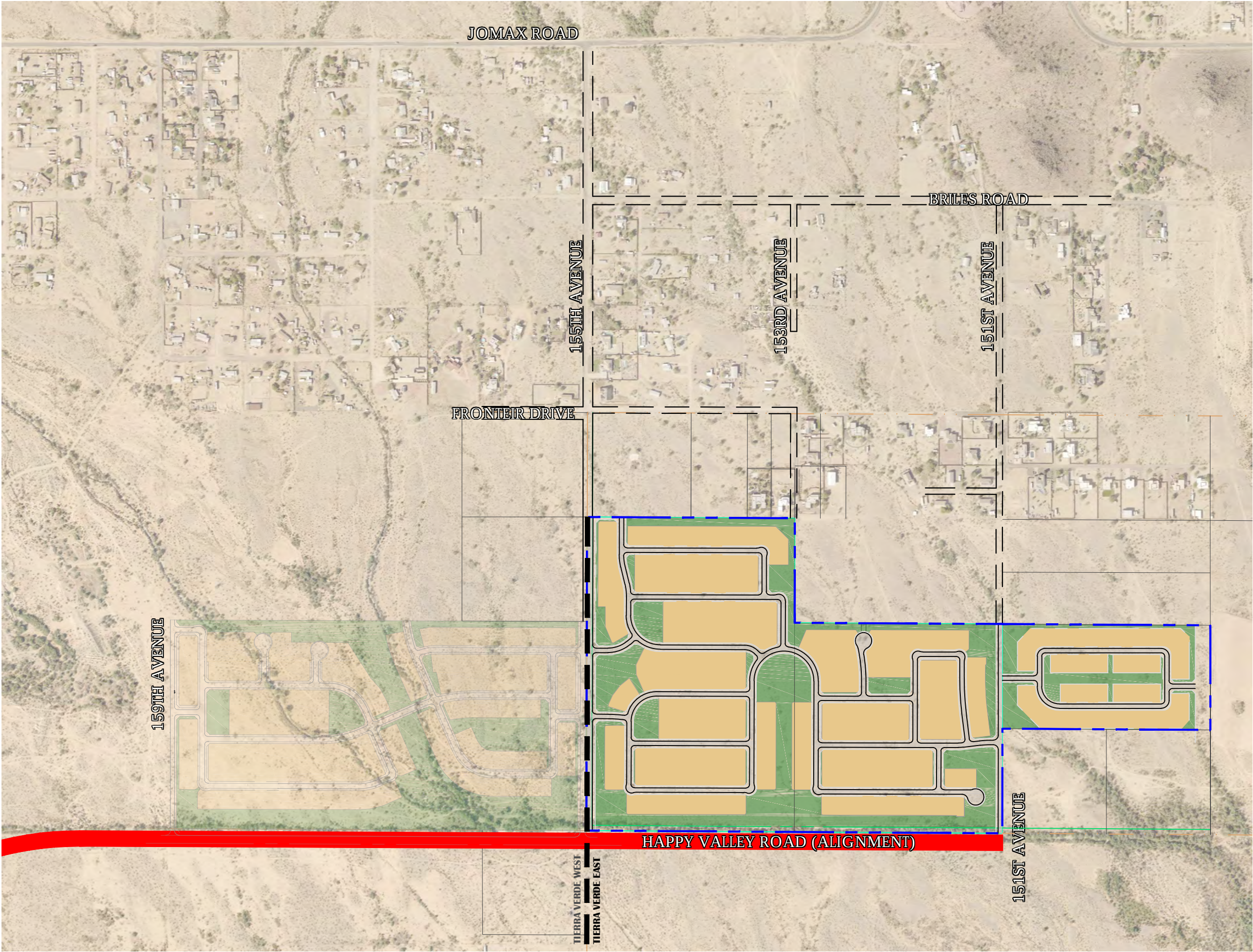
tierra verde *East*

PLANNED AREA DEVELOPMENT AMENDMENT

LAND USE PLAN Exhibit C

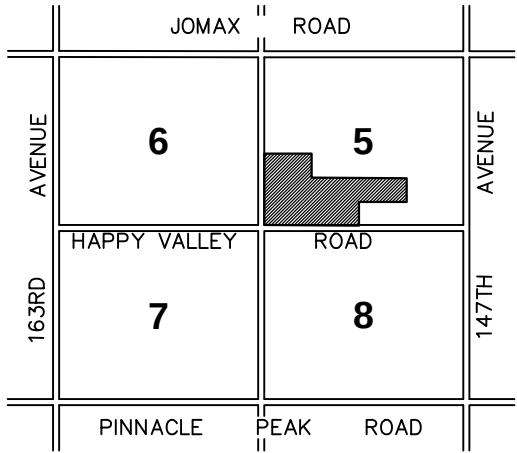
PARCEL	ACREAGE	LOT SIZE	LOT YIELD	DENSITY
1	39.50	50' x 120'	127	3.22 du/a c
2	20.40	60' x 120'	68	3.33 du/a c
3	39.48	50' x 120'	144	3.65 du/a c
4	19.61	60' x 115'	61	3.11 du/a c
TOTAL	118.99		400.00	3.36 du/a c





tierra verde *East*

MASTER STREET PLAN Exhibit D



 VICINITY MAP
NOT TO SCALE

- LEGEND**
- Existing Roads — — — — —
 - Proposed Road Improvements —————
 - Happy Valley Rd half street to be installed as part of Tierra Verde East & West 



tierra verde

East

PLANNED AREA DEVELOPMENT AMENDMENT

CONCEPTUAL LOTTING DESIGN

Exhibit E

PARCEL	ACREAGE	LOT SIZE	LOT YIELD	DENSITY
1	39.50	50' x 120'	127	3.22 du/a c
2	20.40	60' x 120'	68	3.33 du/a c
3	39.48	50' x 120'	144	3.65 du/a c
TOTAL	99.38		339	3.41 du/a c

NOTE: Final lotting design will be determined at Final Plat.





DYSART UNIFIED SCHOOL DISTRICT

BUSINESS AND TECHNOLOGY SERVICES

Mary Simmons, Administrative Assistant

11405 N. Dysart Road
El Mirage, AZ 85335
623.876.7008
FAX: 623.876.7046
masimmons@dysart.org

February 3, 2006

Voyager Surprise 100, LLC
6900 East Second Street
Scottsdale, AZ 85251

RE: Dysart Unified School District
Developer Donation Agreement – Tierra Verde East

Dear Sir or Madam:

Enclosed please find a fully executed copy of the Donation Agreement between Dysart Unified School District and Voyager Surprise 100, LLC, developer of Tierra Verde East.

We have also included the Governing Board agenda item which shows approval of this agreement.

If you have any questions, please don't hesitate to call our office.

Sincerely,

Mary Simmons
Administrative Assistant to
Scott W. Thompson
Executive Director for Business Services

Enclosures: Developer Agreement
Governing Board Agenda Item

DYSART UNIFIED SCHOOL DISTRICT #89

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Mark Maksimowicz	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	January 4, 2006		
AGENDA ITEM:	<u>*Recommendation to Approve a Donation Agreement with Voyager Surprise 100, LLC, Developer of Tierra Verde East</u>		
INITIATED BY:	<u>Mr. Vern Wolfley</u>	SUBMITTED BY:	<u>Mr. Scott Thompson</u>
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:		<u>BBA</u>	

SUPPORTING DATA

Voyager Surprise 100, LLC, developer of the Tierra Verde East Development would like to make a charitable cash donation to defray the expense associated with an increase in the population of students. The prepared Donation Agreement is attached.

The Donation Agreement has been reviewed by legal counsel, Mr. Don Peters of Miller LaSota Peters for the District.

SUMMARY AND RECOMMENDATION

It is recommended the Governing Board approve the donation agreement with Voyager Surprise 100, LLC, developers for the Tierra Verde East development.

Superintendent M. Say

ACTION BY BOARD

Motion Offerman Second Bass

Vote Unanimous

Agenda Item II.34

DONATION AGREEMENT

Tierra Verde East

THIS DONATION AGREEMENT ("Agreement") is made by and between Dysart Unified School District No. 89 of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District"), and Voyager Surprise 100, LLC ("Developer"). The District and Developer are referred to herein collectively as "the parties."

RECITALS:

A. Developer owns certain real property in Surprise, Arizona (the "City"), to be used for a development known as Tierra Verde East, as more particularly described in Exhibit A, attached hereto (the "Property").

B. Development of the Property will increase the population of students attending public schools within the District, which in turn will increase the need for public school facilities within the District. The Developer is willing to make, and the District is willing to accept, cash donations to defray the expense to the District associated with an increase in the population of students.

AGREEMENT:

For and in consideration of the covenants contained herein, the District and Developer, intending to be legally bound, state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference. Developer warrants that it owns the Property and has the authority to make this agreement.
2. Conditions. It is a condition of the continuing effect and enforceability of this Agreement that, with regard to the Property, the District not have opposed any zoning or entitlement application or request of Developer, including without limitation, any preliminary or final plat application for the Property or a portion thereof; and that, if requested to do so by Developer or the governmental authority with jurisdiction, the District provide the governmental authority promptly and in a timely manner with written confirmation thereof.
3. Cash Donation by Developer to the District. Subject to the terms and conditions of this Agreement, Developer, for itself and its successors-in-ownership and assigns, including, without limitation, any affiliate of Developer and any homebuilder initially constructing or placing a dwelling unit on the Property, agrees to pay the following amount for each dwelling unit so constructed or placed on the Property:

Type of Dwelling	Donation (per unit)
House	\$1,000
Condominium	\$ 750
Apartment	\$ 400
Mobile Home	\$ 400

Developer shall contribute all donations as required under this paragraph no later than ninety days after the building permit for construction of the particular Dwelling Unit is issued by the City. No donation shall be payable in connection with any reconstruction or subsequent construction of a Dwelling Unit on a particular portion of the Property after the donation for such portion of the Property has been initially paid.

4. Future Development Fees. Notwithstanding the foregoing or anything herein to the contrary, Developer desires that it receive credit for the money donated to the District, if at any time in the future, any federal, state, county, municipal or any other governmental or quasi governmental authority with jurisdiction over the Property lawfully imposes any development fee, impact fee, dedication requirement, exaction or similar fee or charge on the Property (individually, a "Development Fee" and collectively, the "Development Fees") through the exercise of either its police power or its taxing power (other than secondary real estate taxes, general obligation bonds and school district override elections) in connection with or related to the acquisition, development, construction, improvement and operation of public school facilities within the District. While the District offers no assurances to the Developer that it is empowered or authorized to provide Developer with a credit against Development Fees which may be assessed on the Property, the District, to the extent it is permitted by law to do so, agrees to the contents of this Section.

(a) If the Development Fees imposed on the Property are less than the total donations required under this Agreement, then no Development Fees shall be due and payable by Developer to or for the benefit of the District (but the remainder of this Agreement shall continue in full force and effect); or

(b) If the Development Fees imposed on the Property are greater than the total donations required under this Agreement, then Developer shall receive a credit against the Development Fees in the amount of the total donations, and Developer shall only be obligated to pay to or for the benefit of the District an amount equal to the difference between the Development Fees and the total donations.

5. Default and Remedies. Developer acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting party

shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative. Developer acknowledges the sufficiency of the consideration for this agreement and irrevocably waives lack of consideration as a defense to the enforcement of this Agreement.

6. Notices. Any and all notices, consents or other communications required or permitted by this Agreement shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

To Developer: Voyager Surprise 100, LLC
6900 East Second Street
Scottsdale, AZ 85251
(480) 946-9637 fax

To the District: Dysart Unified School District of
Arizona No. 89
Attention: Superintendent
11405 North Dysart Road
El Mirage, AZ 85338
(623) 876-7042 fax

With a copy to: Miller LaSota & Peters, PLC
Attention: Donald M. Peters
722 East Osborn, Suite 100
Phoenix, AZ 85014
(602) 248 2999 fax

or at any other address or telecopier number designated by any party hereto in writing. Any notice or communication shall be deemed to have been delivered and received (i) as of the date of receipt, if sent by telecopier (with written confirmation of error-free transmission) on or before 5:00 p.m., Phoenix time; (ii) as of the next day of receipt, if sent by telecopier (with written confirmation of the date and time of transmissions and receipt) after 5:00 p.m., Phoenix time; (iii) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; (iv) three (3) days after the date of mailing, if mailed by registered or certified mail.

7. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the District or Developer of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

(b) Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any default hereunder, the party prevailing in any such action

or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.

(c) Counterparts. This Agreement may be executed in two or more 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 may all be attached to a single instrument.

(d) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the District and the Developer and its successors-in-ownership and assigns. Upon the conveyance of all or any portion of the Property by Developer or its successors-in-ownership or assigns and the written assumption by such transferee of the obligations of the Developer under this Agreement with respect to the portion of the Property conveyed, Developer or its successors-in-ownership or assigns, as the case may be, shall be relieved of any further liability or obligations under this Agreement with respect to the portion of the Property conveyed but shall not be relieved or released from any liabilities or obligations incurred during the period of its ownership of the Property. The Developer shall provide the District written notice of any such conveyance and assumption of obligations within thirty (30) days after the conveyance. The liabilities and obligations of Developer and its successors-in-ownership and assigns are several obligations, and not joint and several obligations, and may only be enforced against the party then in default, and, notwithstanding any default by the owner of the portion of the Property, this Agreement shall remain in full force and effect with respect to the other owners of the Property.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Developer and the District. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

(h) Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.

(i) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona.

(j) Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511 or any successor statute.

(k) Severability. In the event that (a) the Attorney General of Arizona issues or affirms an opinion which finds any part of this Agreement to be illegal, invalid or unenforceable, or (b) any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT:

DYSART UNIFIED SCHOOL DISTRICT
NO. 89 OF MARICOPA COUNTY,
ARIZONA, a political subdivision of the
State of Arizona

By: 

Its: Governing Board President

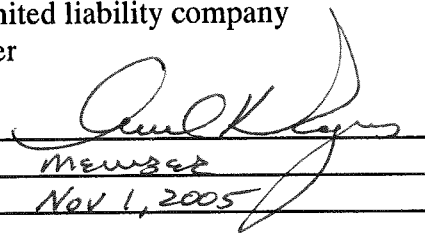
Date: 1.4.06

DEVELOPER:

Voyager Surprise 100, LLC, an Arizona
limited liability company

By: Voyager Investment Properties, LLC an
Arizona limited liability company

Its: Manager

By: 

Its: Manager

Date: Nov 1, 2005

EXHIBIT A

Property legal description

**Approximately 100 acres located in the general vicinity of the
NE corner of 155th Ave. and Happy Valley Road alignments,
Maricopa County, Arizona**

PARCEL NO. 1

The West half of the Southwest quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North half of the North half thereof.

PARCEL NO. 2

The Southeast quarter of the Southwest quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

From: [PLANTE, BARBARA S GS-12 USAF AETC 56 FW/CIT](#)
To: [Heather Donaldson](#)
Subject: Declined: [Non-DoD Source] CR18-041 - Tierra Verde East Concept Meeting

CR18-041
Tierra Verde East
Northeast Corner of Happy Valley Road and 155th Avenue
503-54-011B & 503-54-012
Preliminary Plat and Possible Zoning Amendment

Thank you for the opportunity to provide comments for the concept review meeting for Tierra Verde East. The site is located on approximately 100 acres generally bounded by Happy Valley Road to the south, unincorporated desert parcels to the north, 155th Avenue to the west, and 151st Avenue to the east, in the City of Surprise. The site is located approximately 4.4 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.

The property is currently zoned PAD. The request is to have a density target of 2.8 – 3.4 du/ac.

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. Tierra Verde East, with a target density of 2.8 to 3.4 du/ac fall within these guidelines.

Development of this site as stated in the narrative should not have a negative impact on Luke AFB Operations. The site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. 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.

v/r
Barbara

//SIGNED//

BARBARA S. PLANTE, GS-12, DAFC
56th Fighter Wing
Deputy Director, Community Initiatives Team
14185 W. Falcon Street
Luke AFB AZ 85309-1629
Phone: 623 856-9981



land planning
development entitlements
landscape architecture
120 south ash avenue
tempe, arizona 85281
480.994.0994

CITIZEN PARTICIPATION REPORT

TIERRA VERDE EAST PAD AMENDMENT CITY OF SURPRISE

Property Location:

A portion of the Northwest quarter of Section 5, Township 4 North, Range 1 west of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona

PREPARED BY:

RVi Planning + Landscape architecture
120 E. Ash Ave.
Tempe, AZ 85281

PREPARED FOR:

BBBS at Surprise, LLC
C/O Tierra Verde 2018, LLC
4248 N. Craftsman Court, Suite 100
Scottsdale, AZ 85251

August 2018

TIERRA VERDE EAST OUTREACH EFFORTS

As part of the application process for a PAD Amendment, a neighborhood meeting was held on August 8, 2018 to present the proposed development plan to the public and give an opportunity for local residents to learn about the project, ask questions, and express their comments regarding the project. The neighborhood meeting was held at Desert Oasis Elementary School, 17161 W. Bajada Road, Surprise, Arizona on Wednesday August 8, 2018 at 6:00 p.m.

NOTIFICATION EFFORTS

The City of Surprise prepares and sends out all the notification to surrounding property owners in accordance with the requirements defined within the Unified Development Code.

No letters, e-mails or phone calls were received by RVi as a result of the notification process.

NEIGHBORHOOD MEETING – AUGUST 2018

On Wednesday, August 8, 2018 the applicant team arrived at Desert Oasis Elementary School to set up exhibit boards and sign in/comment card tables. A directional sign was posted at the entry to the library visible from the parking lot. See **Appendix A, Neighborhood Meeting Exhibits** for a copy of all exhibits presented at the Neighborhood Meeting.

Attendees from the applicant team included Mark Voigt, Mark Reddie, Ted Northrup, and Dennis Roberts. Sergio and Lloyd attended on behalf of the City of Surprise. Councilman Roland Winters also attended the meeting.

Five area residents attended the meeting, with four signing in on the sign-in sheet (See **Appendix B, Sign-In Sheet**) for the open house style meeting. Two were father and son land owners to the south of us who have their land in escrow. They cooperated with us on a sewer easement and are very supportive of the project. 2 folks, mother and daughter were from the Rivera family who have the access problem to our north. As discussed in the meeting, we are providing them a 12-foot easement with our final plans without interfering with any of our usable acreage for drainage or lot development. They were supportive and relieved that we had accommodated their access. We still need to talk to Oscar Rivera on the final arrangements (\$) for this access. Oscar was not in attendance at the meeting. This will come later as we produce engineering drawings and record a plat. The 5th person lives two doors down from the Rivera's. The home owner was just interested in the timing of the development and was relieved that we had no street connection to his property. He was very supportive of the project. Councilman Winters, whose district contains TVE was present and very supportive of the proposal.

Two planners were there from Surprise to observe, Lloyd and Sergio. We did discuss scheduling with them. We are assuming a date in mid- September for Planning and Zoning Commission; then on to Mayor and Council in mid-October. Assuming approval by the City, the 30-day appeal period would kick in and then the PAD and Pre-Plat are final.

Comment cards were provided at the meeting, and two were received. One requested copies of the maps shown at the meeting, and the second requested they be kept informed on any updates to the project. All comment correspondence to date has been included with this report as **Appendix C, Scanned Comment Cards**. The maps we e-mail to the resident as requested and confirmation of this is provided as **Appendix D, E-mail correspondence**. No other comments were received at the meeting or have since been received, but the applicant will continue to accept feedback though the application process.

CONCLUSION

No adjustments to the plan were necessary to address public comments based on comment cards or feedback received at the neighborhood meeting. The applicant remains open to resident comments through the public hearing process.

APPENDICES

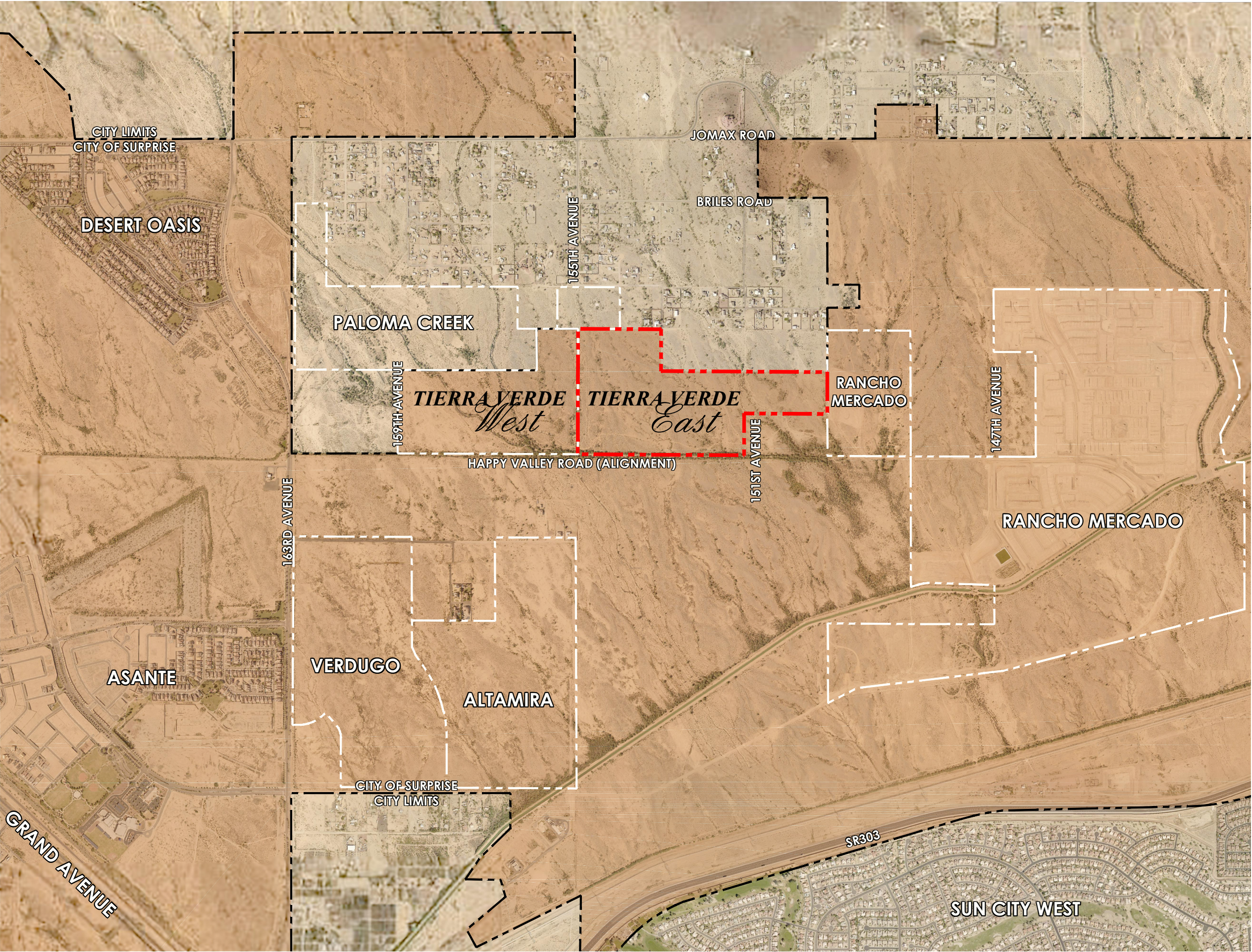
Appendix A – Neighborhood Meeting Exhibits

Appendix B – Sign-In Sheet

Appendix C – Scanned Comment Cards

Appendix D – e-Mail Correspondence

Appendix A – NEIGHBORHOOD MEETING EXHIBITS

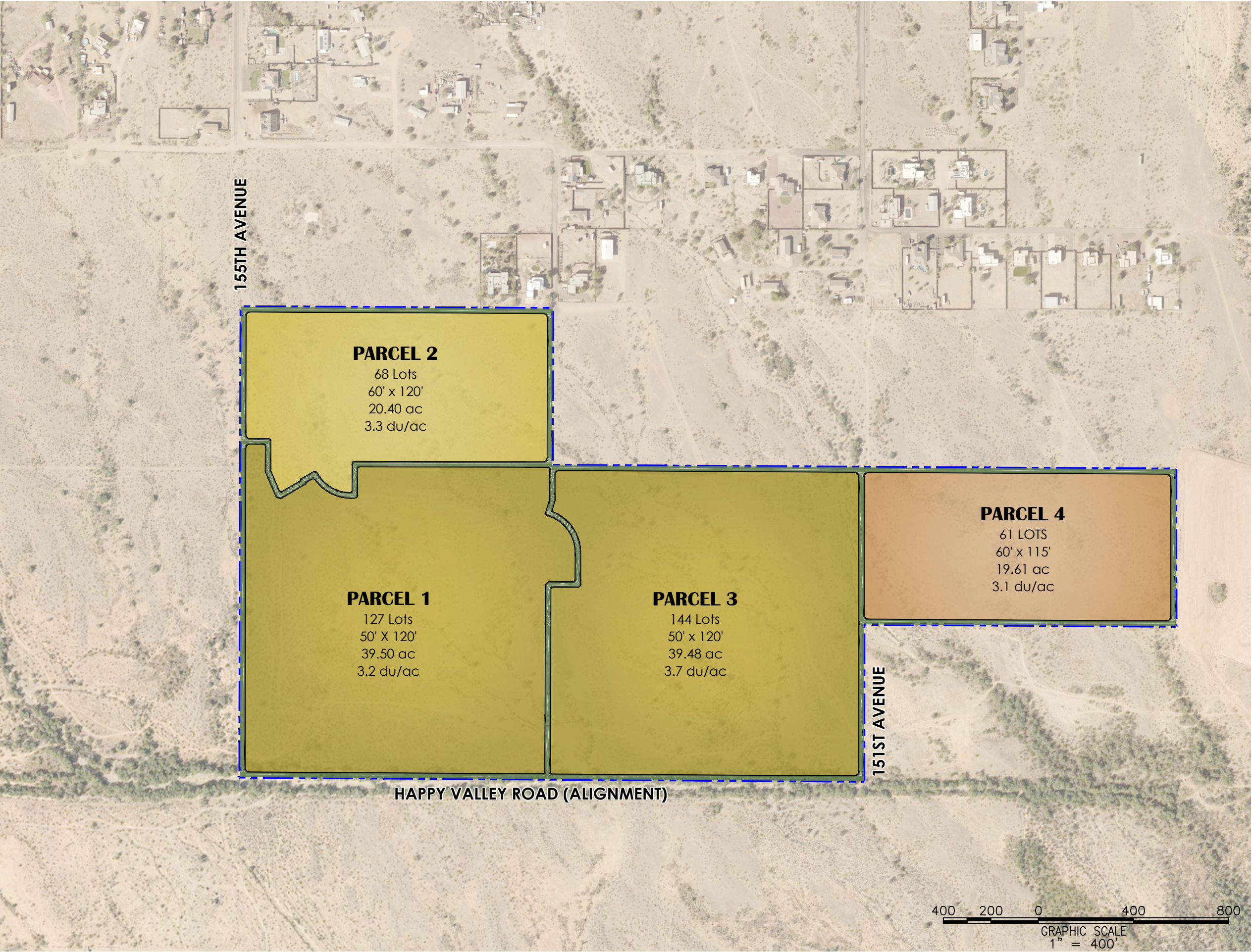


tierra verde *East*

PLANNED AREA DEVELOPMENT AMENDMENT

REGIONAL VICINITY MAP Exhibit A





tierra verde *East*

PLANNED AREA DEVELOPMENT AMENDMENT

LAND USE PLAN Exhibit C

PARCEL	ACREAGE	LOT SIZE	LOT YIELD	DENSITY
1	39.50	50' x 120'	127	3.22 du/ac
2	20.40	60' x 120'	68	3.33 du/ac
3	39.48	50' x 120'	144	3.65 du/ac
4	19.61	60' x 115'	61	3.11 du/ac
TOTAL	118.99		400.00	3.36 du/ac



tierra verde

East

PLANNED AREA DEVELOPMENT AMENDMENT

CONCEPTUAL LOTTING DESIGN

Exhibit E

PARCEL	ACREAGE	LOT SIZE	LOT YIELD	DENSITY
1	39.50	50' x 120'	127	3.22 du/ac
2	20.40	60' x 120'	68	3.33 du/ac
3	39.48	50' x 120'	144	3.65 du/ac
TOTAL	99.38		339	3.41 du/ac

NOTE: Final lotting design will be determined at Final Plat.



Appendix B – SIGN IN SHEET

Project: Neighborhood Meeting — Tierra Verde East

Location: Desert Oasis Elementary School

Date and Time: August 8, 2018

PUBLIC MEETING SIGN-IN SHEET

	Name	Address	Phone	Email
11	MARTHA RIVERA	15316 W. AVENIDA DEL REY	623-329-3716	CKRIVERA640@gmail.com
12	RICK DAY	24826 N 155 TH	623-845-5694	RDAY2000@aol.com
13				
14				
15				
16				
17				
18				
19				
20				

Project: Neighborhood Meeting — Tierra Verde East

Location: Desert Oasis Elementary School

Date and Time: August 8, 2018

PUBLIC MEETING SIGN-IN SHEET

	Name	Address	Phone	Email
1	BOB KETTER	25607 N. KESLER AVE	623-734-7208	rdketter@msn.com
2	JUN DAY	24826 N 155 AVE	623-849 1281	
3				
4				
5				
6				
7				
8				
9				
10				

Appendix C – SCANNED COMMENT CARDS

COMMENT CARD

Tierra Verde East
Neighborhood Meeting – August 8, 2018

OSCAR RIVERA
Name

15316 W AVENIDA DEL REY
Street Address

CKRIVERA64@GMAIL.COM
Email Address

623-418-3969
Phone Number

COMMENTS / CONCERNS:

PLEASE EMAIL ON ANY UPDATES.
CALL

THANK YOU FOR KEEPING OUR PROPERTY ACCESS IN MIND
Please place this card in the box. Thank you!

• IF YOU NEED ANY ^{BIG} LANDSCAPER COMPANY (623)-297-1762 GERARDO MARTINEZ - OSCAR

COMMENT CARD

Tierra Verde East
Neighborhood Meeting – August 8, 2018

ROBERT KETTLER
Name

25607 N. 153RD AVE
Street Address

SURPRISE 85387

rdkettler@msn.com
Email Address

623-734-7208
Phone Number

COMMENTS / CONCERNS:

PLEASE SEND 8 1/2" X 11" TIERRA VERDE EAST/WEST MAP.

THANK YOU.
RKC

Please place this card in the box.
Thank you!

Appendix D – E-MAIL CORRESPONDANCE

Mark Reddie

From: Mark Reddie
Sent: Thursday, August 9, 2018 8:18 AM
To: rdkettler@msn.com
Cc: Mark Voigt
Subject: Tierra Verde East Maps
Attachments: 0535-PAD-1ST-EXHIBIT A-REGIONAL VICINITY MAP.pdf; 0535-PAD-2ND-EXHIBIT D-MASTER STREET PLAN.pdf; 0535-PAD-2ND-EXHIBIT E-CONCEPTUAL LOTTING PLAN.pdf

Hi Mr. Kettler, thank you for attending the Tierra Verde East neighborhood meeting yesterday. We appreciate your interest in our project and taking the time to attend the meeting. As you requested, attached please find the maps you requested. If you have any further questions, please let me know. Thanks.

Mark Reddie, Vice President + Principal

**LVA urban design studio,
an RVi company**

120 south ash avenue · tempe, az 85281

mreddie@rviplanning.com · 480.994.0994 main · 480.586.2349 direct

lvadesign.com · rviplanning.com

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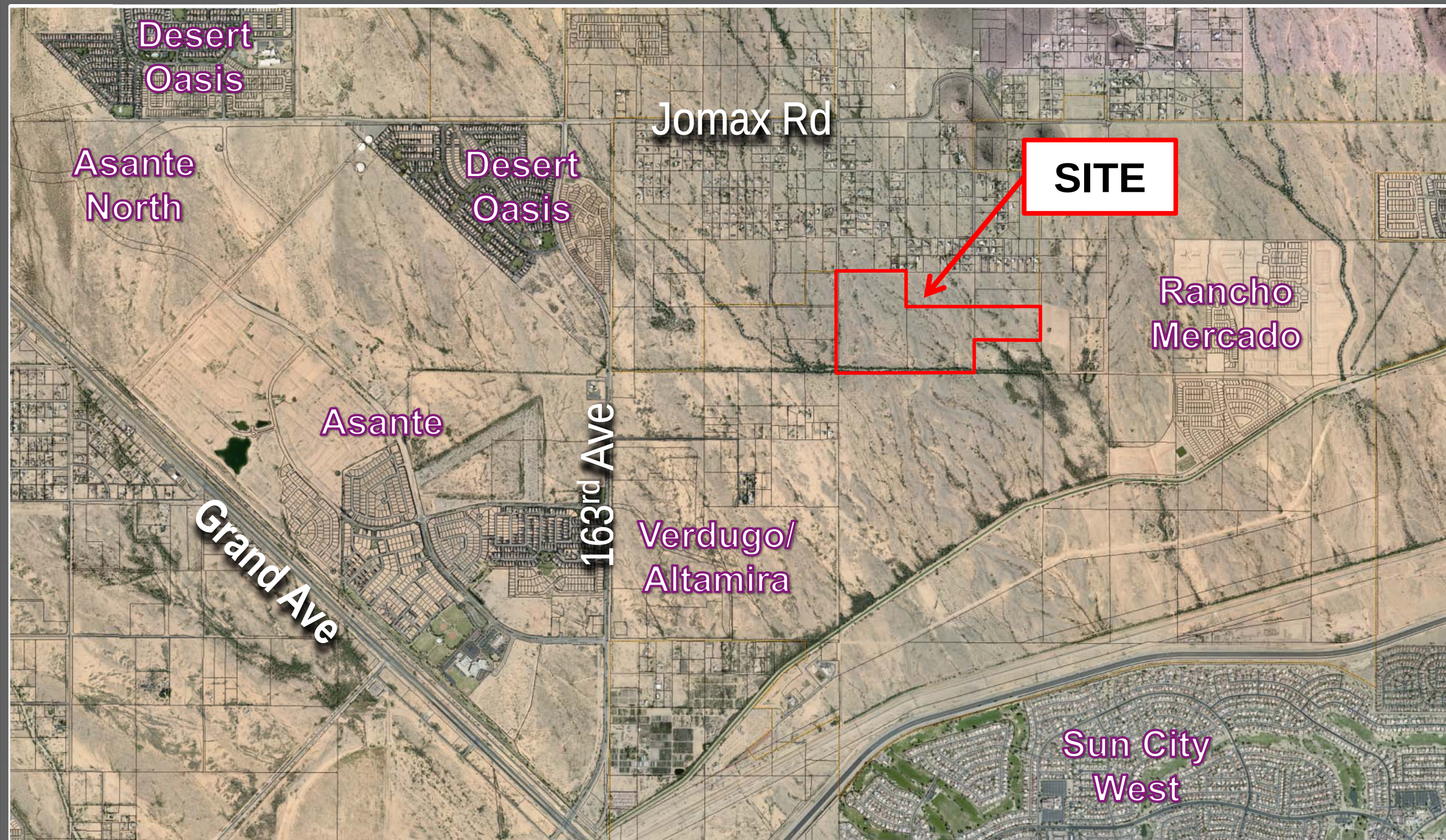
S U R P R I S E
A R I Z O N A

Tierra Verde East

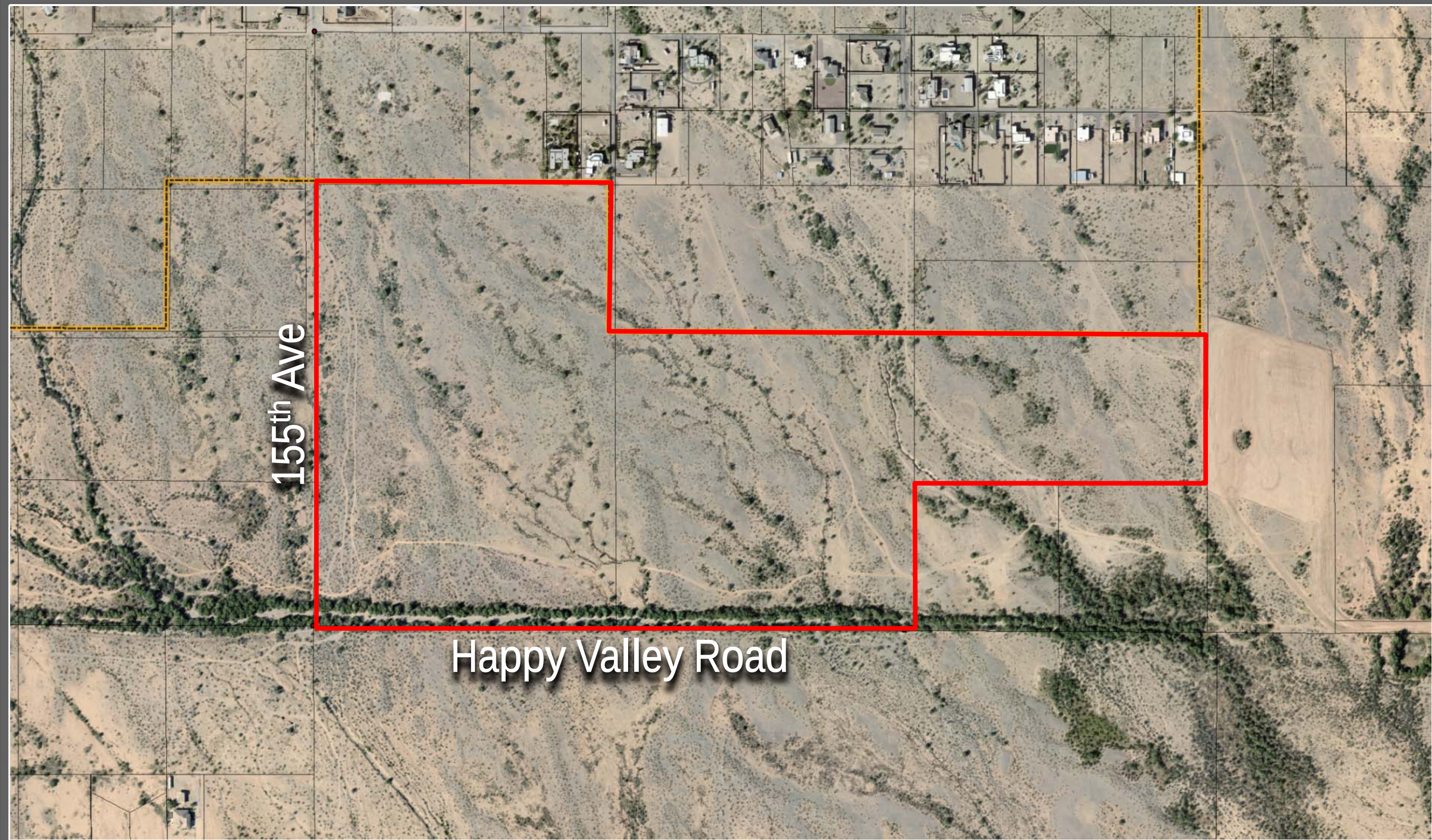
Major Zoning Amendment

FS18-249

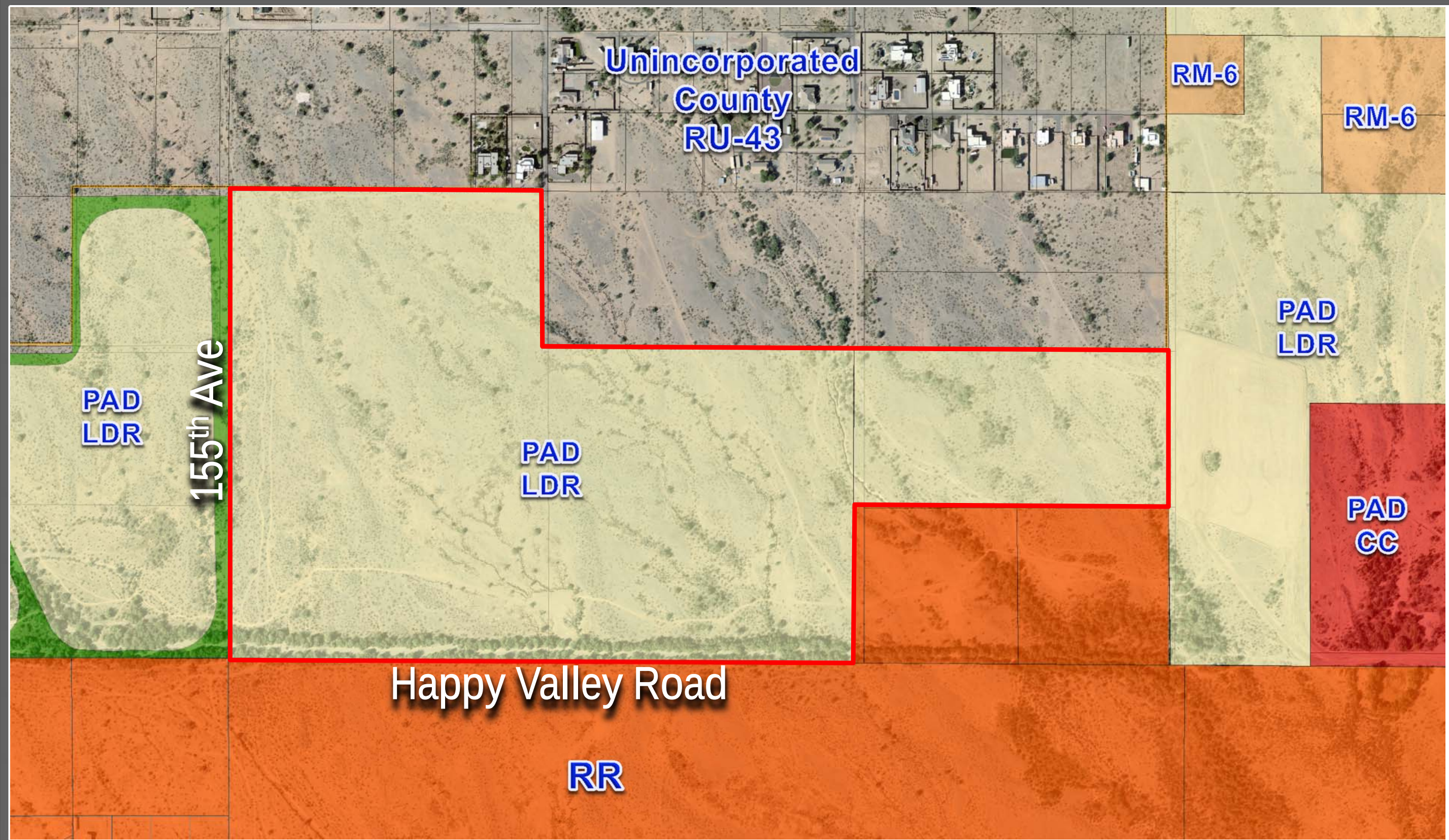
City Council
October 16, 2018



Vicinity Map

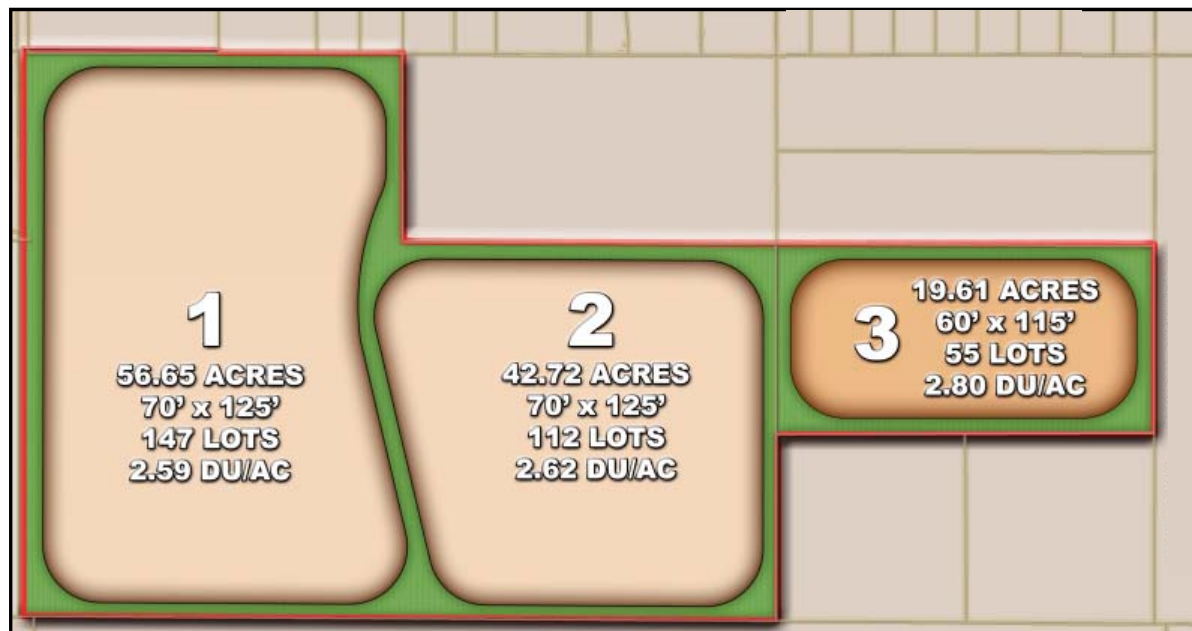


Vicinity Map

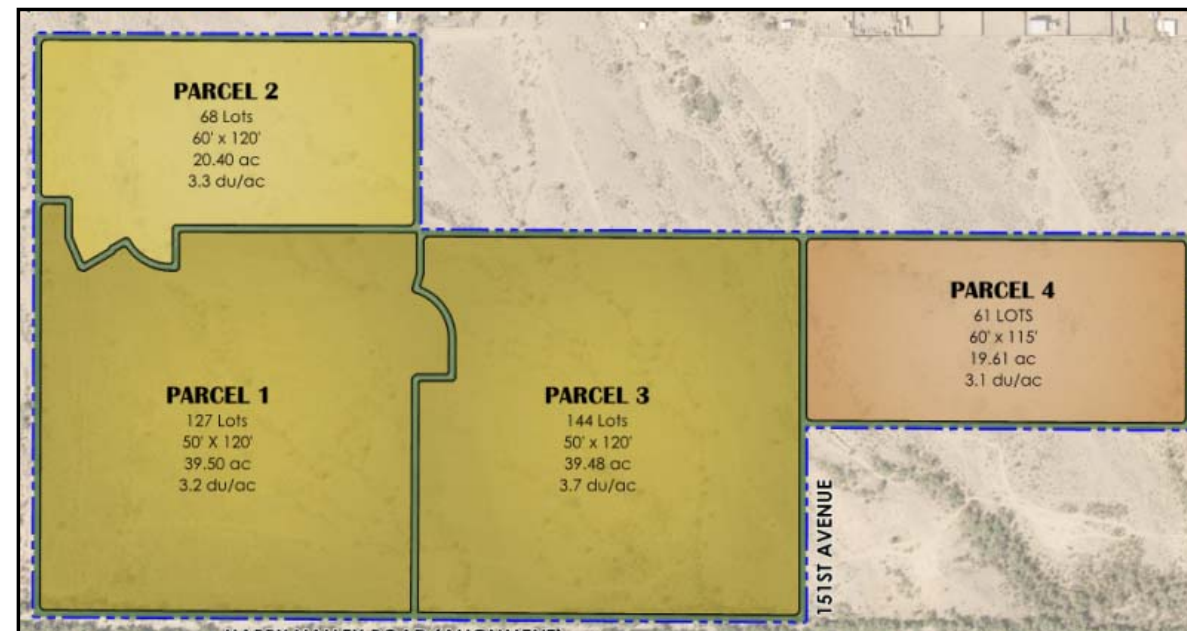


Surrounding Zoning

Current PAD



Amendment



	Current PAD	PAD Amendment
Parcels	3 Development Parcels	4 Development Parcels
Density	2.7 DU/Acre	3.36 DU/Acre
Lot Count	314	400
Lot Size Mix	60'x115' 70'x125'	50'x120' 60'x115' 60'x120'
Min. Lot Width	60'	50'
Min. Front Setback	18' – Front Garage 10' – Side Garage/Livable	20' – Front Garage 10' – Side Garage/Livable
Min. Rear Setback	15'	15'
Min. Side Setback	5'/8'	5'/5'
Max. Lot Coverage	45%	50%

Amendments



RECOMMENDATION

September 20, 2018

P&Z Commission Recommended Approval to the Mayor and City Council.





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

ORDINANCE 2018-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR ZONING AMENDMENT TO INCREASE THE MAXIMUM ALLOWED DENSITY, INCREASE THE MINIMUM REQUIRED OPEN SPACE, AND MODIFY CERTAIN DEVELOPMENT STANDARDS FOR THE TIERRA VERDE EAST PLANNED AREA DEVELOPMENT, LOCATED ON THE NORTHEAST CORNER OF 155TH AVENUE AND THAT HAPPY VALLEY ROAD ALIGNMENTS.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located on the northeast corner of 155th Avenue and that Happy Valley Road alignments;

WHEREAS, the subject site is zoned Planned Area Development (PAD);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the maximum allowed density will increase from 2.7 DU/Acre to 3.36 DU/Acre;

WHEREAS, the minimum required open space will increase from 10 percent to 26 percent;

WHEREAS, the proposed Major Zoning Amendment satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on September 20, 2018, the Planning and Zoning Commission recommended approval of the Major Zoning Amendment for the Tierra Verde East PAD.

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

Section 1. Major Zoning Amendment. The Planned Area Development legally described on Exhibit A and depicted on Exhibit B, known as "Tierra Verde East" is amended to increase the maximum allowed density, increase the minimum required open space, and modify certain development standards.

Section 2. Amendment of Zoning Map. The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. Codification. This Ordinance is not of a general nature and shall not be codified.

Section 4. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date. This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"

DESCRIPTION

TIERRA VERDE EAST ZONING EXHIBIT

PARCEL NO. 1

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH HALF OF THE NORTH HALF THEREOF.

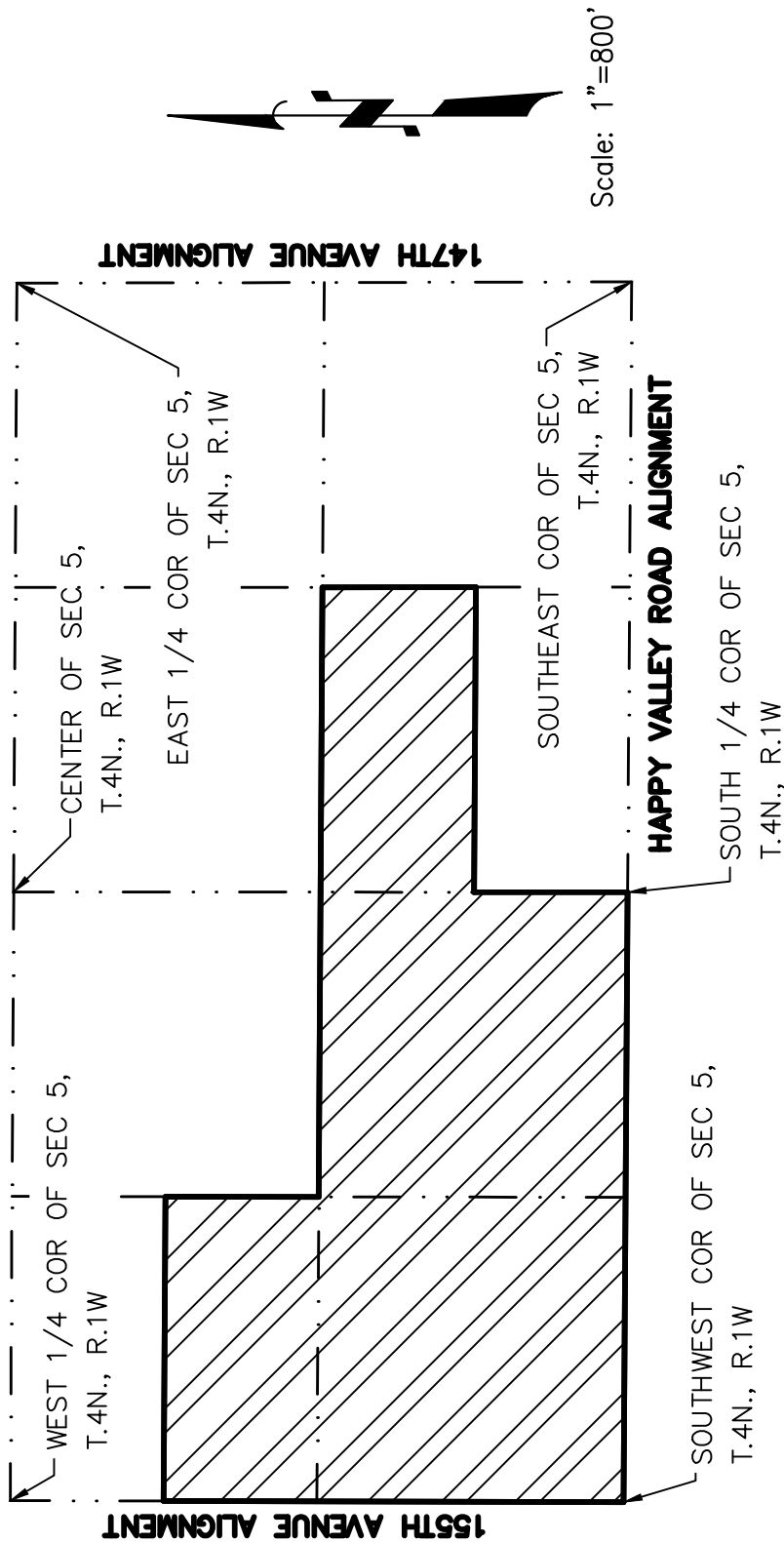
PARCEL NO. 2

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 18000163
September 14th, 2018**



Scale: 1"=800'



JOB # 18000163-SHEET 2 OF 2 09-14-2018
 TIERRA VERDE EAST
 ZONING EXHIBIT
 CITY OF SURPRISE, ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action on a Preliminary Plat to allow for the development of a single-family residential subdivision in Parcels 1, 2, and 3 of the Tierra Verde East PAD located in the northeast corner of 155th Avenue and the Happy Valley Road alignment.

Motion:

I move to approve Resolution 2018-167 Preliminary Plat for Tierra Verde East with stipulations A-F.

Background:

On May 7, 2018 Tierra Verde East 2018, LLC., submitted a request for a Preliminary Plat to allow for the development of a single-family residential subdivision in Parcels 1, 2, and 3 of the Tierra Verde East PAD located in the northeast corner of 155th Avenue and the Happy Valley Road alignment. On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of the Preliminary Plat case FS18-249.

Objective Analysis:

This proposed Preliminary Plat will allow for the development of a single-family residential subdivision on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [00 - FS18-249 Tierra Verde East - Preliminary Plat - Staff Report](#)
 - ☐ [01 - FS18-249 Tierra Verde East - Preliminary Plat - Vicinity Map](#)
 - ☐ [02 - FS18-249 Tierra Verde East - Preliminary Plat](#)
 - ☐ [03 - FS18-249 Tierra Verde East - Preliminary Plat - Landscape Plans](#)
 - ☐ [04 - FS18-249 Tierra Verde East - Preliminary Plat - Circulation Plan](#)
 - ☐ [05 - FS18-249 Tierra Verde East - Preliminary Plat - School Donation Agreement](#)
 - ☐ [06 - FS18-249 Tierra Verde East - Preliminary Plat - Luke AFB Comments](#)
 - ☐ [07 - FS18-249 Tierra Verde East - Preliminary Plat - Presentation](#)
 - ☐ [08 - FS18-249 Resolution 2018-167](#)
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-249

Project Name: Tierra Verde East

Council District: 1 – Acacia

Meeting Date: October 16, 2018

Planner: Sergio Angulo

Owner: BBBSS at Surprise, LLC.

Applicant: Tierra Verde East 2018, LLC.

Request: Preliminary Plat for 339 lots.

Site Location: Located on the northeast corner of 155th Avenue and the Happy Valley Road alignment.

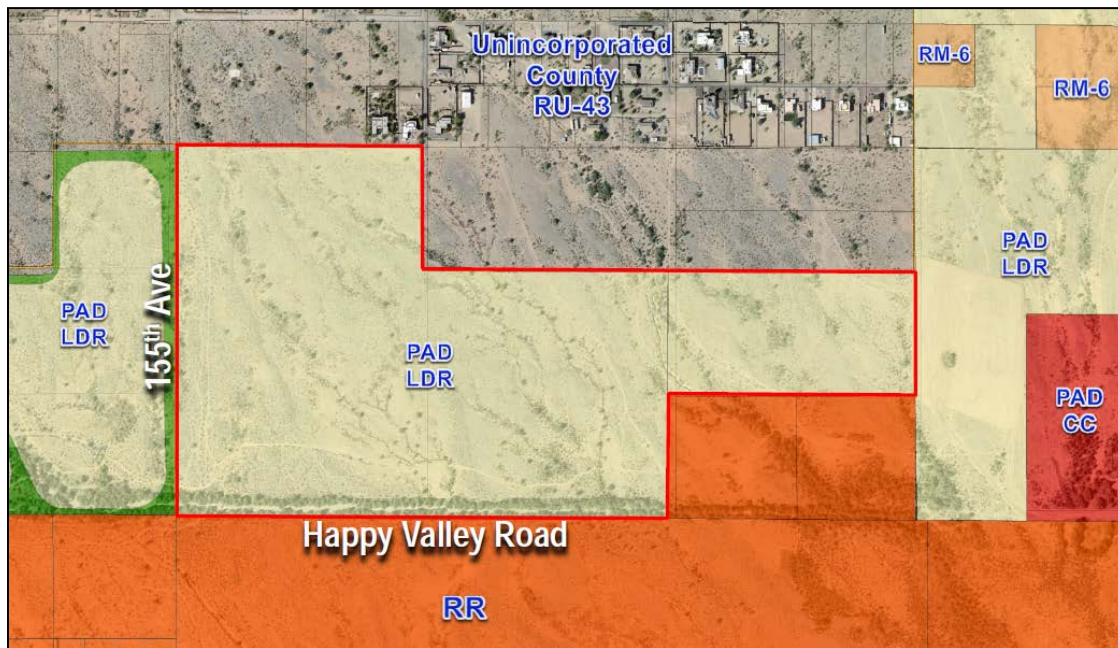
Site Size: Approximately 119 acres.

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-249.

Support/Opposition: The Preliminary Plat was presented along with the proposed Major Zoning Amendment at the Citizen Outreach meeting held on August 8, 2018. Those who attended were in support of the project.

Recommendation: On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of the Preliminary Plat case FS18-249, subject to stipulations 'A' to 'F'.

33 **Existing Land Zoning:**



Unincorporated County (RU-43)	Unincorporated County (RU-43)	PAD (LDR)
PAD (LDR)	PAD (LDR)	PAD (LDR)
Residential Ranch (RR)	Residential Ranch (RR)	PAD (LDR) / Residential Ranch (RR)

34 **Background:**

35 **January 12, 2006:** A portion (99.37 acres approx.) of the subject property was annexed into the City
 36 of Surprise by the Mayor and City Council.

37 **November 10, 2007:** A portion (19.61 acres approx.) of the subject property was annexed into the
 38 City of Surprise by the Mayor and City Council.

39 **March 23, 2006:** The Mayor and City Council approved the Tierra Verde East Planned Area
 40 Development.

41 **November 29, 2007:** The Mayor and City Council approved a Major Amendment to the Tierra Verde
 42 East Planned Area Development to incorporate approximately 19.61 acres of land to the PAD.

43 **January 19, 2018:** A Concept Review meeting was held for the current proposal under case CR18-
 44 041.

45 **May 7, 2018:** The applicant filed a related request for a Preliminary Plat under case FS18-249, the
 46 subject case.

47 **September 20, 2018:** The Planning and Zoning Commission passed a motion to recommend
 48 **approval** to the Mayor and City Council of the Preliminary Plat case FS18-249, subject to
 49 stipulations 'A' to 'F'.

Project Description:

Tierra Verde East 2018, LLC., on behalf of BBBSS at Surprise, LLC., requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision in parcels 1, 2, and 3 of the Tierra Verde East PAD located on the northeast corner of 155th Avenue and the Happy Valley Road alignment. The applicant proposes 339 residential lots with amenity open space lots and a multi-use public trail on approximately 99.38 acres.

The subject property is zoned Planned Area Development (PAD) and has a land use designations of Low Density Residential. In conjunction with Preliminary Plat the application requests approval of a Major Zoning Amendment which if approved will allow a maximum density of 3.2 dwelling units per acre in parcel 1, 3.3 dwelling units per acre in parcel 2, and 3.7 dwelling units per acre in parcel 3. This development is in compliance with the density set in the proposed Zoning Amendment.

The proposed subdivision proposes three (3) access points; two (2) on the west from 155th Avenue and another on the east from 151st Avenue. As part of this project, the developer is required to contribute their proportionate share for the construction of a new traffic signal at the intersection of 163rd Avenue and Happy Valley Road (Stip. 'A'), and for the construction of one-half of the raised median and landscape on 151st Avenue (Stip. 'B') and 155th Avenue (Stip. 'C') along the project frontage. This project will also require a westbound right-turn deceleration lane will be constructed on Happy Valley Road at 155th Avenue (Stip. D). Stipulation 'E' calls for minor revisions to the Traffic Impact Analysis (TIA) presented by the applicant, the applicant will need to submit a revised TIA prior to approval of the final plat.

The site proposes good pedestrian connectivity from the residential lots to the open space tracts as well as to the proposed sidewalks along Happy Valley Road, 151st Avenue, and 155th Avenue. This development will also provide a pedestrian pathway which will connect to a multi-use trail proposed along the south of the development.

The proposed subdivision is composed of 339 single-family detached homes and will be built in two (3) phases. The minimum lot size is 6,000 sq. ft. and the minimum lot width is 50'. The site dedicates 25.94 acres (26.8%) for open space which includes three (3) tot lots with playground equipment, BBQ facilities, and shaded seating. Landscape and retention tracts also contribute to the total open space. The proposed open space and landscape meets the requirements of the proposed Zoning Amendment to the Tierra Verde East PAD (26%).

85 **Reviewing Agencies:**

86
87 In addition to the standard city internal reviewing departments, the Arizona Department of
88 Transportation, Maricopa Water District, Luke AFB, and the Dysart Unified School District were
89 included in the routing of this request. None of the reviewing agencies indicated any concerns over
90 the request.

91
92 **Summary:**

93
94 Staff believes the proposed Preliminary Plat meets the requirements of the General Plan, the SUDC,
95 and the Tierra Verde East PAD as presented in the proposed Zoning Amendment.

96
97 **Findings:**

- 98
99
 - The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
 - The proposed Preliminary Plat meets the provisions of the Tierra Verde East PAD as
100 presented in the proposed Zoning Amendment, and the SUDC as applicable.

101
102
103 **Recommendation:**

104
105 On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend
106 approval to the Mayor and City Council of the Preliminary Plat case FS18-249, subject to stipulations
107 'A' to 'F' as outlined below:

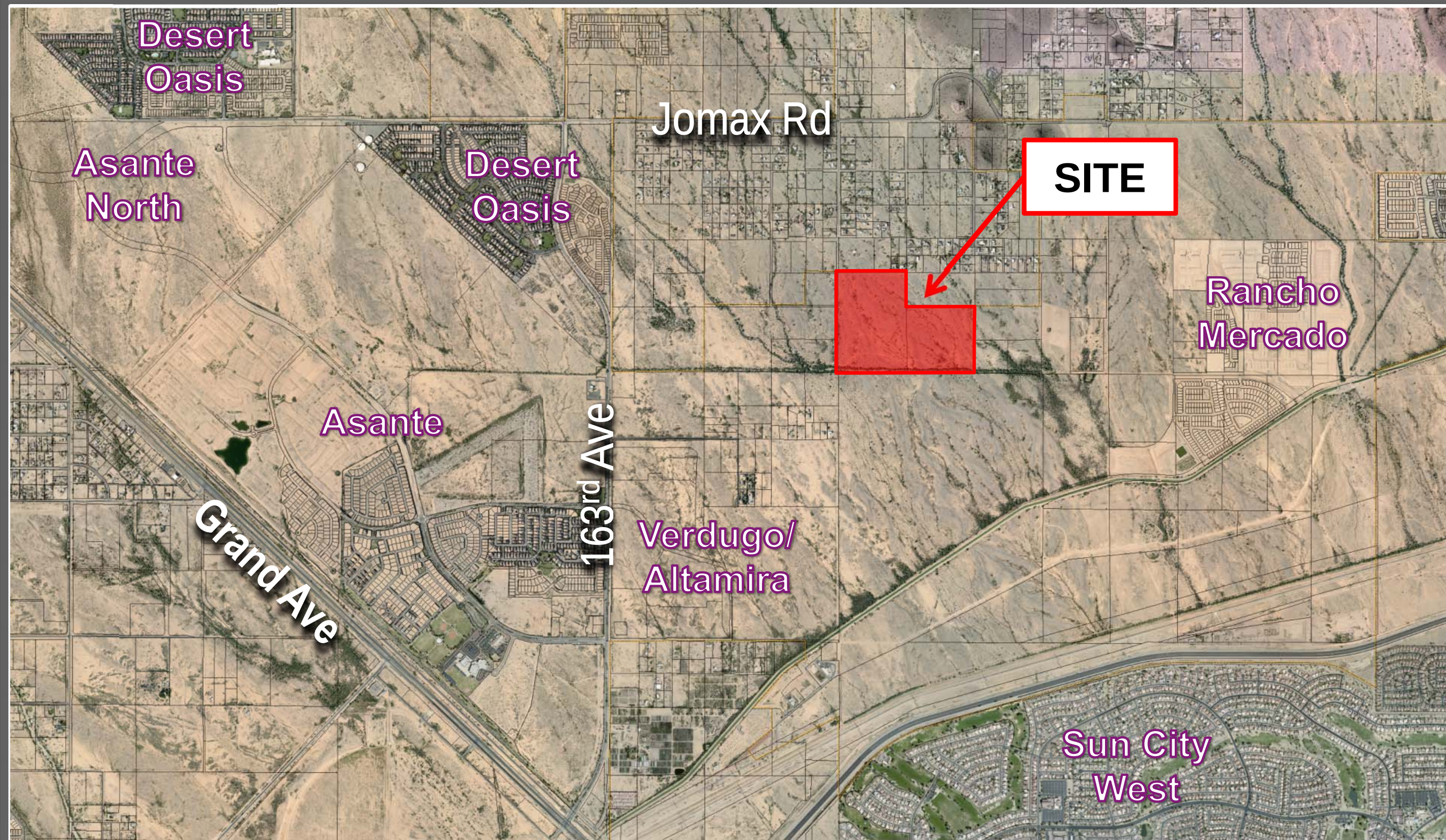
- 108
109
 - A. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a
110 City reviewed and approved engineer's estimate, of their proportional share for the
111 construction of a new traffic signal at the intersection of 163rd Avenue and Happy Valley
112 Road.
 - B. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a
113 City reviewed and approved engineer's estimate, for the construction of one-half of the
114 raised median and landscape on 151st Avenue along the project frontage.
 - C. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a
115 City reviewed and approved engineer's estimate, for the construction of one-half of the
116 raised median and landscape on 155th Avenue along the project frontage.
 - D. The Preliminary Plat shall acknowledge and be noted that a westbound right-turn
117 deceleration lane will be constructed on Happy Valley Road at 155th Avenue within the
118 current right-of-way as part of William Lyon Home's roadway improvement. This will be
119 part of Tierra Verde East's buy-in agreement.
 - E. Prior to approval of the Final Plat, the Traffic Impact Analysis prepared by Trace Consulting,
120 LLC. received August 22, 2018 shall be revised to include the following modifications:
121
122
123
124

1. Revise all references to 2-lane facilities: The developer will be required to construct half street improvements on 155th Ave, 151st Ave, and Happy Valley Road (not just 2-lane facilities), including travel lanes, curb & gutter, sidewalk, landscape buffer strip, and half median. The developer may elect to pay in-lieu fees for the half median.
 2. Delete last paragraph in Section 3.0.
 3. Section 4.0: Site access on 151st Ave is named W Hackamore Dr.
 4. 163rd Avenue is planned as a 6-lane major arterial south of Jomax Road, not a parkway.
- F. 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.

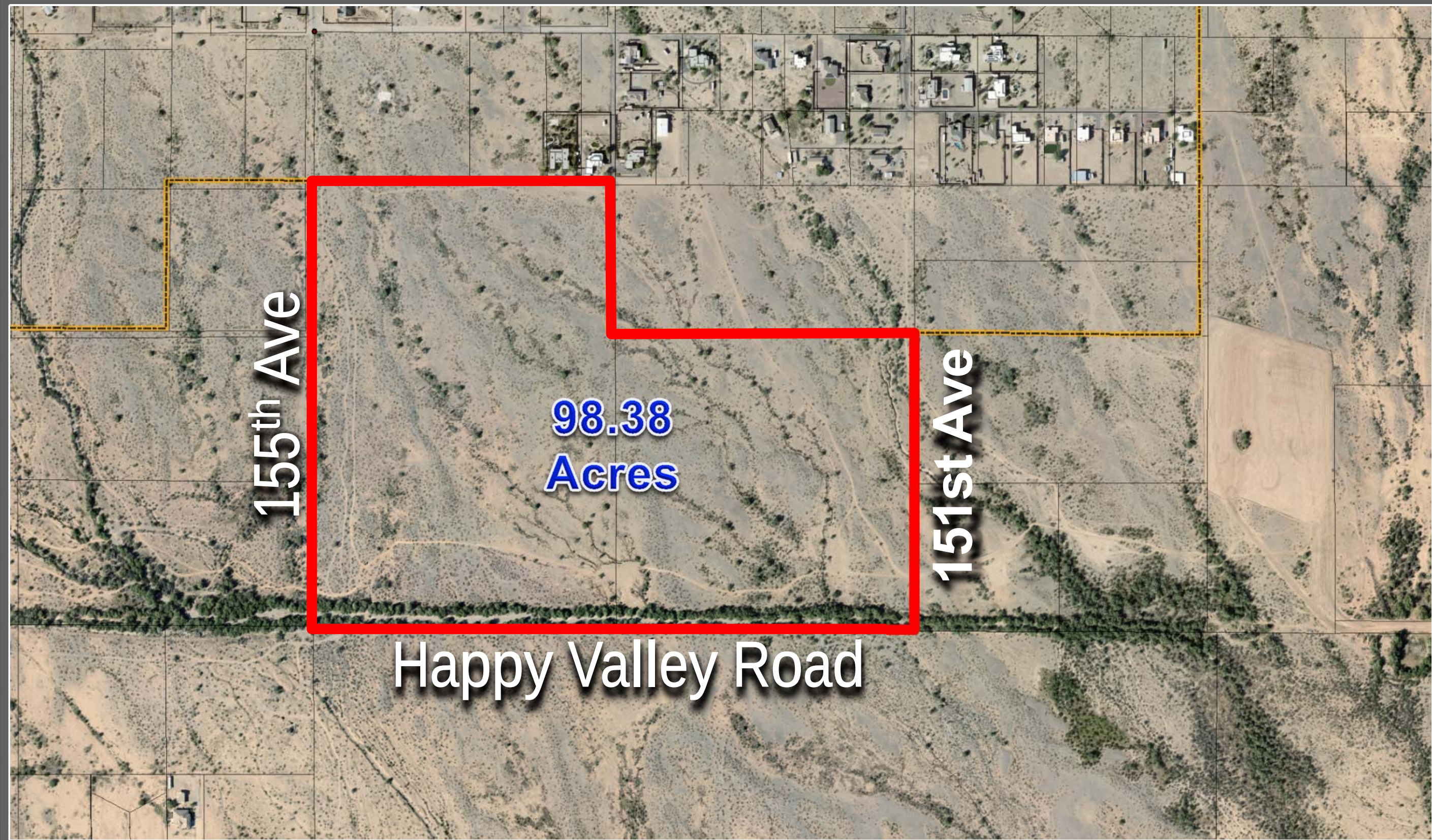
However, should the City Council wish to recommend denial of the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 01 Vicinity Maps
- 02 Zoning Document
- 03 School Donation Agreement
- 04 Luke AFB Comments
- 05 Citizen Participation Report



Vicinity Map



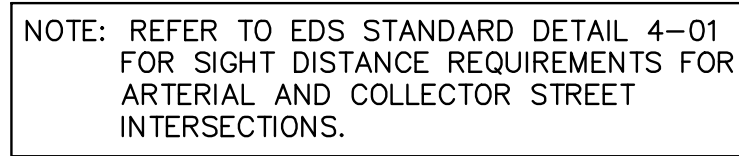
Vicinity Map

k:\18000163 - tierra verde east\dwg\plan set\pre-plat\18000163-01-cad.dwg Saved at: 7/25/2018 9:32 AM Plotted at: 8/21/2018 3:51 PM
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PARCEL 1				AREA TABLE				AREA TABLE				AREA TABLE			
LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER
LOT# 1	7,262.02	55.0	LOT# 44	6,477.77	50.0	LOT# 87	6,000.00	50.0	LOT# 130	6,000.00	50.0	LOT# 173	6,000.00	50.0	LOT# 216
LOT# 2	6,601.84	50.0	LOT# 45	6,477.77	50.0	LOT# 88	6,000.00	50.0	LOT# 131	9,927.39	60.0	LOT# 174	7,200.00	60.0	LOT# 217
LOT# 3	7,262.02	55.0	LOT# 46	6,477.77	50.0	LOT# 89	6,000.00	50.0	LOT# 132	9,831.93	60.0	LOT# 175	7,200.00	60.0	LOT# 218
LOT# 4	7,262.02	55.0	LOT# 47	6,477.77	50.0	LOT# 90	5,950.00	50.0	LOT# 133	9,219.30	60.0	LOT# 176	7,200.00	60.0	LOT# 219
LOT# 5	7,262.02	55.0	LOT# 48	6,477.77	50.0	LOT# 91	6,475.50	52.0	LOT# 134	8,345.42	60.0	LOT# 177	7,200.00	60.0	LOT# 220
LOT# 6	6,601.84	50.0	LOT# 49	6,477.77	50.0	LOT# 92	6,250.00	50.0	LOT# 135	7,541.83	60.0	LOT# 178	7,200.00	60.0	LOT# 221
LOT# 7	6,601.84	50.0	LOT# 50	6,477.77	50.0	LOT# 93	6,250.00	50.0	LOT# 136	7,213.61	60.0	LOT# 179	7,200.00	60.0	LOT# 222
LOT# 8	6,601.84	50.0	LOT# 51	6,477.77	50.0	LOT# 94	6,250.00	50.0	LOT# 137	7,200.00	60.0	LOT# 180	7,200.00	60.0	LOT# 223
LOT# 9	6,601.84	50.0	LOT# 52	6,400.00	50.0	LOT# 95	6,250.00	50.0	LOT# 138	7,200.00	60.0	LOT# 181	7,200.00	60.0	LOT# 224
LOT# 10	6,601.86	50.0	LOT# 53	6,400.00	50.0	LOT# 96	6,250.00	50.0	LOT# 139	6,000.00	50.0	LOT# 182	7,200.00	60.0	LOT# 225
LOT# 11	6,798.76	50.0	LOT# 54	6,400.00	50.0	LOT# 97	6,250.00	50.0	LOT# 140	7,450.00	60.0	LOT# 183	7,187.50	60.0	LOT# 226
LOT# 12	7,970.75	50.0	LOT# 55	6,400.00	50.0	LOT# 98	6,250.00	50.0	LOT# 141	7,500.00	60.0	LOT# 184	7,187.50	60.0	LOT# 227
LOT# 13	8,592.36	50.0	LOT# 56	6,400.00	50.0	LOT# 99	6,250.00	50.0	LOT# 142	7,500.00	60.0	LOT# 185	7,800.00	60.0	LOT# 228
LOT# 14	7,589.79	50.0	LOT# 57	6,400.00	50.0	LOT# 100	6,250.00	50.0	LOT# 143	7,500.00	60.0	LOT# 186	7,800.00	60.0	LOT# 229
LOT# 15	5,999.12	50.0	LOT# 58	6,400.00	50.0	LOT# 101	6,358.59	52.0	LOT# 144	7,500.00	60.0	LOT# 187	7,800.00	60.0	LOT# 230
LOT# 16	6,000.00	50.0	LOT# 59	6,400.00	50.0	LOT# 102	6,467.71	52.0	LOT# 145	7,500.00	60.0	LOT# 188	7,800.00	60.0	LOT# 231
LOT# 17	6,000.00	50.0	LOT# 60	6,400.00	50.0	LOT# 103	6,250.00	50.0	LOT# 146	7,500.00	60.0	LOT# 189	7,800.00	60.0	LOT# 232
LOT# 18	6,000.00	50.0	LOT# 61	6,400.00	50.0	LOT# 104	6,250.00	50.0	LOT# 147	7,500.00	60.0	LOT# 190	7,800.00	60.0	LOT# 233
LOT# 19	6,000.00	50.0	LOT# 62	6,350.00	50.0	LOT# 105	6,250.00	50.0	LOT# 148	7,500.00	60.0	LOT# 191	7,800.00	60.0	LOT# 234
LOT# 20	6,000.00	50.0	LOT# 63	5,950.00	50.0	LOT# 106	6,250.00	50.0	LOT# 149	7,500.00	60.0	LOT# 192	7,800.00	60.0	LOT# 235
LOT# 21	6,000.00	50.0	LOT# 64	6,000.00	50.0	LOT# 107	6,250.00	50.0	LOT# 150	7,500.00	60.0	LOT# 193	7,800.00	60.0	LOT# 236
LOT# 22	6,000.00	50.0	LOT# 65	6,000.00	50.0	LOT# 108	6,250.00	50.0				LOT# 194	7,800.00	60.0	LOT# 237
LOT# 23	6,000.00	50.0	LOT# 66	6,000.00	50.0	LOT# 109	6,250.00	50.0				LOT# 195	7,800.00	60.0	LOT# 238
LOT# 24	6,000.00	50.0	LOT# 67	6,000.00	50.0	LOT# 110	6,250.00	50.0							LOT# 239
LOT# 25	6,000.37	50.0	LOT# 68	6,000.00	50.0	LOT# 111	6,250.00	50.0							LOT# 240
LOT# 26	7,778.59	50.0	LOT# 69	6,000.00	50.0	LOT# 112	6,250.00	50.0							LOT# 241
LOT# 27	8,710.53	50.0	LOT# 70	6,000.00	50.0	LOT# 113	6,250.00	50.0							LOT# 242
LOT# 28	8,496.72	50.0	LOT# 71	6,000.00	50.0	LOT# 114	6,250.00	50.0							LOT# 243
LOT# 29	7,168.65	50.0	LOT# 72	6,000.00	50.0	LOT# 115	6,245.25	50.0							LOT# 244
LOT# 30	6,000.00	50.0	LOT# 73	6,000.00	50.0	LOT# 116	6,359.37	52.0							LOT# 245
LOT# 31	6,000.00	50.0	LOT# 74	6,000.00	50.0	LOT# 117	6,330.72	52.0							LOT# 246
LOT# 32	6,000.00	50.0	LOT# 75	6,000.00	50.0	LOT# 118	6,250.00	50.0							LOT# 247
LOT# 33	6,000.00	50.0	LOT# 76	5,950.00	50.0	LOT# 119	6,250.00	50.0							LOT# 248
LOT# 34	6,000.00	50.0	LOT# 77	5,950.00	50.0	LOT# 120	6,250.00	50.0							LOT# 249
LOT# 35	6,000.00	50.0	LOT# 78	6,000.00	50.0	LOT# 121	6,250.00	50.0							LOT# 250
LOT# 36	6,000.00	50.0	LOT# 79	6,000.00	50.0	LOT# 122	6,250.00	50.0							LOT# 251
LOT# 37	6,000.00	50.0	LOT# 80	6,000.00	50.0	LOT# 123	6,250.00	50.0							LOT# 252
LOT# 38	6,000.00	50.0	LOT# 81	6,000.00	50.0	LOT# 124	6,850.50	55.0							LOT# 253
LOT# 39	6,000.00	50.0	LOT# 82	6,000.00	50.0	LOT# 125	7,416.66	50.0							LOT# 254
LOT# 40	5,950.00	50.0	LOT# 83	6,000.00	50.0	LOT# 126	7,483.78	50.0							LOT# 255
LOT# 41	8,427.77	50.0	LOT# 84	6,000.00	50.0	LOT# 127	7,486.17	50.0							LOT# 256
LOT# 42	6,477.77	50.0	LOT# 85	6,000.00	50.0										LOT# 257
LOT# 43	6,477.77	50.0	LOT# 86	6,000.00	50.0										LOT# 258

PARCEL 2				AREA TABLE				AREA TABLE				AREA TABLE			
LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER
LOT# 128	8,785.85	60.0	LOT# 151	7,500.00	60.0	LOT# 174	7,200.00	60.0	LOT# 197	6,000.00	50.0	LOT# 220	6,000.00	50.0	LOT# 243
LOT# 129	9,193.51	60.0	LOT# 152	7,500.00	60.0	LOT# 175	7,200.00	60.0	LOT# 198	9,389.80	50.0	LOT# 221	6,000.00	50.0	LOT# 244
LOT# 130	7,200.16	60.0	LOT# 153	7,448.68	60.0	LOT# 176	7,200.00	60.0	LOT# 199	9,982.21	50.0	LOT# 222	6,000.00	50.0	LOT# 245
LOT# 131	9,927.39	60.0	LOT# 154	7,150.00	60.0	LOT# 177	7,200.00	60.0	LOT# 200	7,494.61	50.0	LOT# 223	6,000.00	50.0	LOT# 246
LOT# 132	9,831.93	60.0	LOT# 155	7,200.00	60.0	LOT# 178	7,200.00	60.0	LOT# 201	6,771.99	50.0	LOT# 224	6,000.00	50.0	LOT# 247
LOT# 133	9,219.30	60.0	LOT# 156	7,200.00	60.0	LOT# 179	7,150.00	60.0	LOT# 202	5,950.00	50.0	LOT# 225	6,000.00	50.0	LOT# 248
LOT# 134	8,345.42	60.0	LOT# 157	7,200.00	60.0	LOT# 180	7,212.66	60.0	LOT# 203	6,200.00	50.0	LOT# 226	6,000.00	50.0	LOT# 249
LOT# 135	7,541.83	60.0	LOT# 158	7,200.00	60.0	LOT# 181	7,200.00	60.0	LOT# 204	6,485.63	50.1	LOT# 227	6,000.00	50.0	LOT# 250
LOT# 136	7,213.61	60.0	LOT# 159	7,200.00	60.0	LOT# 182	7,200.00	60.0	LOT# 205	6,698.00	50.3	LOT# 228	6,000.00	50.0	LOT# 251
LOT# 137	7,200.00	60.0	LOT# 160	7,200.00	60.0	LOT# 183	7,187.50	60.0	LOT# 206	6,898.98	50.2	LOT# 229	6,000.00	50.0	LOT# 252
LOT# 138	7,200.00	60.0	LOT# 161	7,200.00	60.0	LOT# 184	7,187.50	60.0	LOT# 207	7,192.19	50.1	LOT# 230	6,000.00	50.0	LOT# 253
LOT# 139	7,112.04	60.0	LOT# 162	7,200.00	60.0	LOT# 185	7,800.00	60.0	LOT# 208	11,003.35	59.7	LOT# 231	6,000.00	50.0	LOT# 254
LOT# 140	7,450.00	60.0	LOT# 163	7,200.00	60.0	LOT# 186	7,800.00	60.0	LOT# 209	10,111.02	56.6	LOT# 232	6,000.00	50.0	LOT# 255
LOT# 141	7,500.00	60.0	LOT# 164	7,200.00	60.0	LOT# 187	7,800.00	60.0	LOT# 210	6,764.84	50.0	LOT# 233	6,000.00	50.0	LOT# 256
LOT# 142	7,500.00	60.0	LOT# 165	7,200.00	60.0	LOT# 188	7,800.00	60.0	LOT# 211	6,112.40	50.0	LOT# 234	6,000.00	50.0	LOT# 257
LOT# 143	7,500.00	60.0	LOT# 166	7,200.00	60.0	LOT# 189	7,800.00	60.0	LOT# 212	7,532.93	50.0	LOT# 235	6,000.00	50.0	LOT# 258
LOT# 144	7,500.00	60.0	LOT# 167	7,163.36	60.0	LOT# 190	7,800.00	60.0	LOT# 213	8,044.08	50.0	LOT# 236	6,000.00	50.0	LOT# 259
LOT# 145	7,500.00	60.0	LOT# 168	7,200.00	60.0	LOT# 191	7,800.00	60.0	LOT# 214	7,741.39	50.0	LOT# 237	6,000.00	50.0	LOT# 260
LOT# 146	7,500.00	60.0	LOT# 169	7,200.00	60.0	LOT# 192	7,800.00	60.0	LOT# 215	7,562.18	50.0	LOT# 238	6,000.00	50.0	LOT# 261
LOT# 147	7,500.00	60.0	LOT# 170	7,200.00	60.0	LOT# 193	7,800.00	60.0	LOT# 216	6,000.00	50.0	LOT# 239	6,000.00	50.0	LOT# 262
LOT# 148	7,500.00	60.0	LOT# 171	7,200.00	60.0	LOT# 194	7,800.00	60.0	LOT# 217	5,999.99	50.0	LOT# 240	6,000.00	50.0	LOT# 263
LOT# 149	7,500.00	60.0	LOT# 172	7,200.00	60.0	LOT# 195	7,800.00	60.0	LOT# 218	7,909.89	51.2	LOT# 241	6,000.00	50.0	LOT# 264
LOT# 150	7,500.00	60.0	LOT# 173	7,200.00	60.0				LOT# 219	15,421.71	50.0	LOT# 242	6,000.00	50.0	LOT# 265

PARCEL 3			AREA TABLE			AREA TABLE			AREA TABLE		
LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL	LOT NUMBER	AREA (SF)	LOT WIDTH AT BSL
LOT# 196	8,977.32	50.0	LOT# 244	6,009.61	50.0	LOT# 292	5,950.00	50.0	LOT# 340	6,000.00	50.0
LOT# 197	12,341.06	50.0	LOT# 245	6,000.00	50.0	LOT# 293	5,950.00	50.0	LOT# 341	6,000.00	50.0
LOT# 198	9,389.80	50.0	LOT# 246	5,950.00	50.0	LOT# 294	6,000.00	50.0	LOT# 342	6,000.00	50.0
LOT# 199	7,982.21	50.0	LOT# 247	5,950.00	50.0	LOT# 295	6,000.00	50.0	LOT# 343	6,000.00	50.0
LOT# 200	7,494.61	50.0	LOT# 248	6,000.00	50.0	LOT# 296	6,000.00	50.0	LOT# 344	6,000.00	50.0
LOT# 201	6,771.99	50.0	LOT# 249	6,000.00	50.0	LOT# 297	6,000.00	50.0	LOT# 345	6,000.00	50.0
LOT# 202	5,950.00	50.0	LOT# 250	6,000.00	50.0	LOT# 298	6,000.00	50.0	LOT# 346	6,000.00	50.0
LOT# 203	6,200.00	50.0	LOT# 251	6,000.00	50.0	LOT# 299	6,000.00	50.0	LOT# 347	6,000.00	50.0
LOT# 204	6,485.63	50.1	LOT# 252	6,000.00	50.0	LOT# 300	6,000.00	50.0	LOT# 348	6,000.00	50.0
LOT# 205	6,698.00	50.3	LOT# 253	6,000.00	50.0	LOT# 301	6,000.00	50.0	LOT# 349	6,000.00	50.0
LOT# 206	6,898.98	50.2	LOT# 254	6,383.37	50.0	LOT# 302	6,000.00	50.0	LOT# 350	6,000.00	50.0
LOT# 207	7,192.19	50.1	LOT# 255	6,383.37	50.0	LOT# 303	6,000.00	50.0	LOT# 351	6,000.00	50.0
LOT# 208	11,003.35	59.7	LOT# 256	6,333.37	50.0	LOT# 304	6,000.00	50.0	LOT# 352	6,000.00	50.0
LOT# 209	10,111.02	56.6	LOT# 257	6,000.00	50.0	LOT# 305	6,000.00	50.0	LOT# 353	6,000.00	50.0
LOT# 210	6,764.84	50.0	LOT# 258	6,000.00	50.0	LOT# 306	6,950.00	50.0	LOT# 354	6,000.00	50.0
LOT# 211	6,112.40	50.0	LOT# 259	6,000.00	50.0	LOT# 307	9,950.00	50.0	LOT# 355	6,000.00	50.0
LOT# 212	7,632.93	50.0	LOT# 260	6,000.00	50.0	LOT# 308	6,000.00	50.0	LOT# 356	6,000.00	50.0
LOT# 213	8,044.08	50.0	LOT# 261	6,000.00	50.0	LOT# 309	6,000.00	50.0	LOT# 357	6,000.00	50.0
LOT# 214	7,741.39	50.0	LOT# 262	6,000.00	50.0	LOT# 310	6,000.08	50.0	LOT# 358	6,000.00	50.0
LOT# 215	7,562.18	50.0	LOT# 263	6,000.00	50.0	LOT# 311	6,096.23	50.0	LOT# 359	6,000.00	50.0
LOT# 216	6,000.00	50.0	LOT# 264	6,000.00	50.0	LOT# 312	6,000.00	50.0	LOT# 360	6,000.00	50.0
LOT# 217	5,999.99	50.0	LOT# 265	6,000.00	50.0	LOT# 313	6,000.00	50.0	LOT# 361	6,000.00	50.0
LOT# 218	7,909.89	51.2	LOT# 266	6,000.00	50.0	LOT# 314	6,000.00	50.0	LOT# 362	6,000.00	50.0
LOT# 219	15,421.71	50.0	LOT# 267	5,950.00	50.0	LOT# 315	6,000.00	50.0	LOT# 363	6,000.00	50.0
LOT# 220	8,907.43	50.0	LOT# 268	5,950.00	50.0	LOT# 316	6,000.00	50.0	LOT# 364	6,000.00	50.0
LOT# 221	6,247.05	50.0	LOT# 269	6,000.00	50.0	LOT# 317	6,000.00	50.0	LOT# 365	6,000.00	50.0
LOT# 222	6,250.00	50.0	LOT# 270	6,000.00	50.0	LOT# 318	6,000.00	50.0	LOT# 366	6,000.00	50.0
LOT# 223	6,250.00	50.0	LOT# 271	6,000.00	50.0	LOT# 319	6,000.00	50.0	LOT# 367	6,000.00	50.0
LOT# 224	6,250.00	50.0	LOT# 272	6,000.00	50.0	LOT# 320	6,000.00	50.0	LOT# 368	6,000.00	50.0
LOT# 225	6,119.02	50.0	LOT# 273	6,000.00	50.0	LOT# 321	6,000.00	50.0	LOT# 369	6,000.00	50.0
LOT# 226	6,424.17	50.0	LOT# 274	6,000.00	50.0	LOT# 322	6,000.00	50.0	LOT# 370	6,000.00	50.0
LOT# 227	6,164.28	50.0	LOT# 275	6,000.00	50.0	LOT# 323	6,000.00	50.0	LOT# 371	6,000.00	50.0
LOT# 228	6,000.00	50.0	LOT# 276	6,000.00	50.0	LOT# 324	6,000.00	50.0	LOT# 372	6,000.00	50.0
LOT# 229	6,086.65	51.5	LOT# 277	6,000.00	50.0	LOT# 325	6,000.00	50.0	LOT# 373	6,000.00	50.0
LOT# 230	6,161.59	52.7	LOT# 278	5,950.00	50.0	LOT# 326	6,000.00	50.0	LOT# 374	6,000.00	50.0
LOT# 231	6,166.65	52.7	LOT# 279	5,950.00	50.0	LOT# 327	6,000.00	50.0	LOT# 375	6,000.00	50.0
LOT# 232	6,166.65	52.7	LOT# 280	6,000.00	50.0	LOT# 328	6,207.71	52.0	LOT# 376	6,000.00	50.0
LOT# 233	6,292.70	52.7	LOT# 281	6,000.00	50.0	LOT# 329	6,369.50	52.0	LOT# 377	6,000.00	50.0
LOT# 234	6,000.00	50.0	LOT# 282	6,000.00	50.0	LOT# 330	6,250.00	50.0	LOT# 378	6,000.00	50.0
LOT# 235	6,000.00	50.0	LOT# 283	6,000.00	50.0	LOT# 331	6,250.00	50.0	LOT# 379	6,000.00	50.0
LOT# 236	5,950.00	50.0	LOT# 284	6,000.00	50.0	LOT# 332	6,250.00	50.0	LOT# 380	6,000.00	50.0
LOT# 237	7,085.73	50.0	LOT# 285	6,000.00	50.0	LOT# 333	6,250.00	50.0	LOT# 381	6,000.00	50.0
LOT# 238	6,843.82	50.0	LOT# 286	6,000.00	50.0	LOT# 334	6,250.00	50.0	LOT# 382	6,000.00	50.0
LOT# 239	6,536.85	50.0	LOT# 287	6,000.00	50.0	LOT# 335	6,250.00	50.0	LOT# 383	6,000.00	50.0
LOT# 240	6,622.66	50.0	LOT# 288	6,000.00	50.0	LOT# 336	6,250.00	50.0	LOT# 384	6,000.00	50.0
LOT# 241	6,376.18	50.0	LOT# 289	6,000.00	50.0	LOT# 337	6,250.00	50.0	LOT# 385	6,000.00	50.0
LOT# 242	6,192.05	50.0	LOT# 290	6,000.00	50.0	LOT# 338	6,250.00	50.0	LOT# 386	6,000.00	50.0
LOT# 243	6,069.94	50.0	LOT# 291	6,000.00	50.0	LOT# 339	6,475.50	52.0	LOT# 387	6,000.00	50.0



SINGLE FAMILY DEVELOPMENT STANDARDS TABLE 60'x120'	
REGULATIONS	PROPOSED PAD STANDARDS
MIN. FRONT SETBACK	10' LIVING/20' FACE GARAGE
MIN. SIDE YARD SETBACK	5'5'
MIN. CORNER SIDE SETBACK	10' (INCLUDES ADJACENT LANDSCAPE TRACT)
MIN. REAR SETBACK	15'
MIN. LOT FRONTAGE REQ. (AT BSL)	60'
MIN. LOT SIZE (SF)	7,150
MAX. BUILDING HEIGHT	30'
MAXIMUM LOT COVERAGE	50%



ABBREVIATIONS

- | | |
|------|-------------------------|
| B/C | BACK OF CURB |
| B/L | BIKE LANE |
| BCHH | BRASS CAP HAND HOLE |
| BSL | BUILDING SETBACK LINE |
| CL | CENTERLINE |
| CR | CURB RETURN |
| EP | EDGE OF PAVEMENT |
| ESMT | EASEMENT |
| EX | EXISTING |
| F/C | FACE OF CURB |
| PL | PROPERTY LINE |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT OF WAY |
| S/W | SIDEWALK |

GENERAL NOTES:

1. LATERAL SEWERS SERVING LESS THAN THIRTY (30) HOUSES WILL HAVE A MINIMUM SLOPE OF 0.76 PERCENT. WHERE LATERAL SEWERS SERVE LESS THAN TEN (10) HOUSES, THE MINIMUM SLOPE WILL BE NOT LESS THAN ONE (1) PERCENT.



*NOTE: DIMENSION AT THE BACK OF CURB.
REFER TO EDS CURRENT STANDARD
DETAIL 3-15 FOR CORNER RADII
DEDICATIONS.



AASHTO SU-40

NOTICE:
CONSTRUCTION SITE SAFETY IS THE
SOLE RESPONSIBILITY OF THE
CONTRACTOR; NEITHER THE OWNER
NOR THE ENGINEER SHALL BE
EXPECTED TO ASSUME ANY
RESPONSIBILITY FOR SAFETY OF
THE WORK, OF PERSONS ENGAGED
IN THE WORK, OF ANY NEARBY
STRUCTURES, OR OF ANY OTHER
PERSONS.



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

DETAIL SHEET

TIERRA VERDE EAST
CITY OF SURPRISE, ARIZONA

PROJECT:

**Know what's below.
Call before you dig.**

REVISIONS:

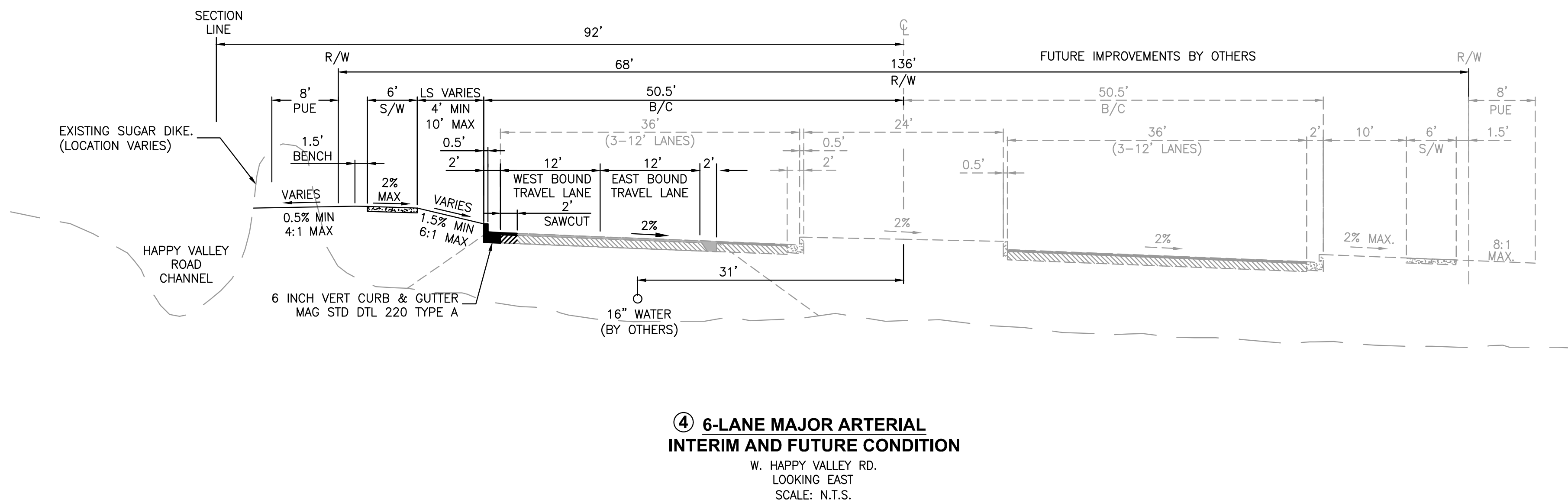
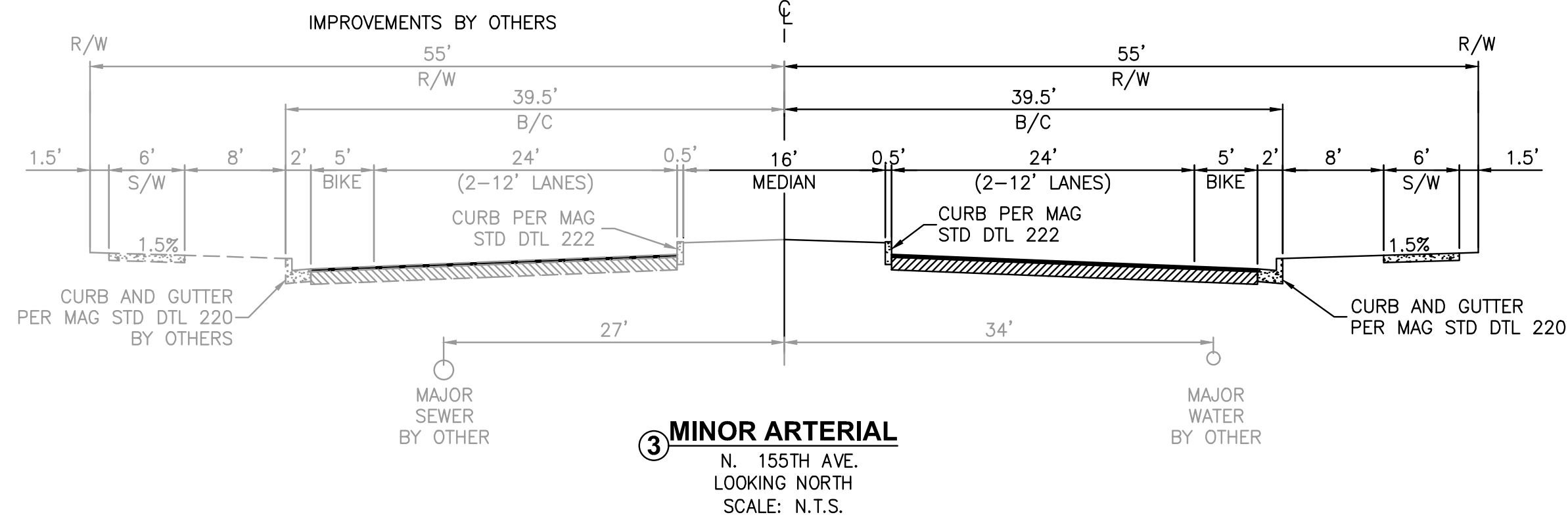
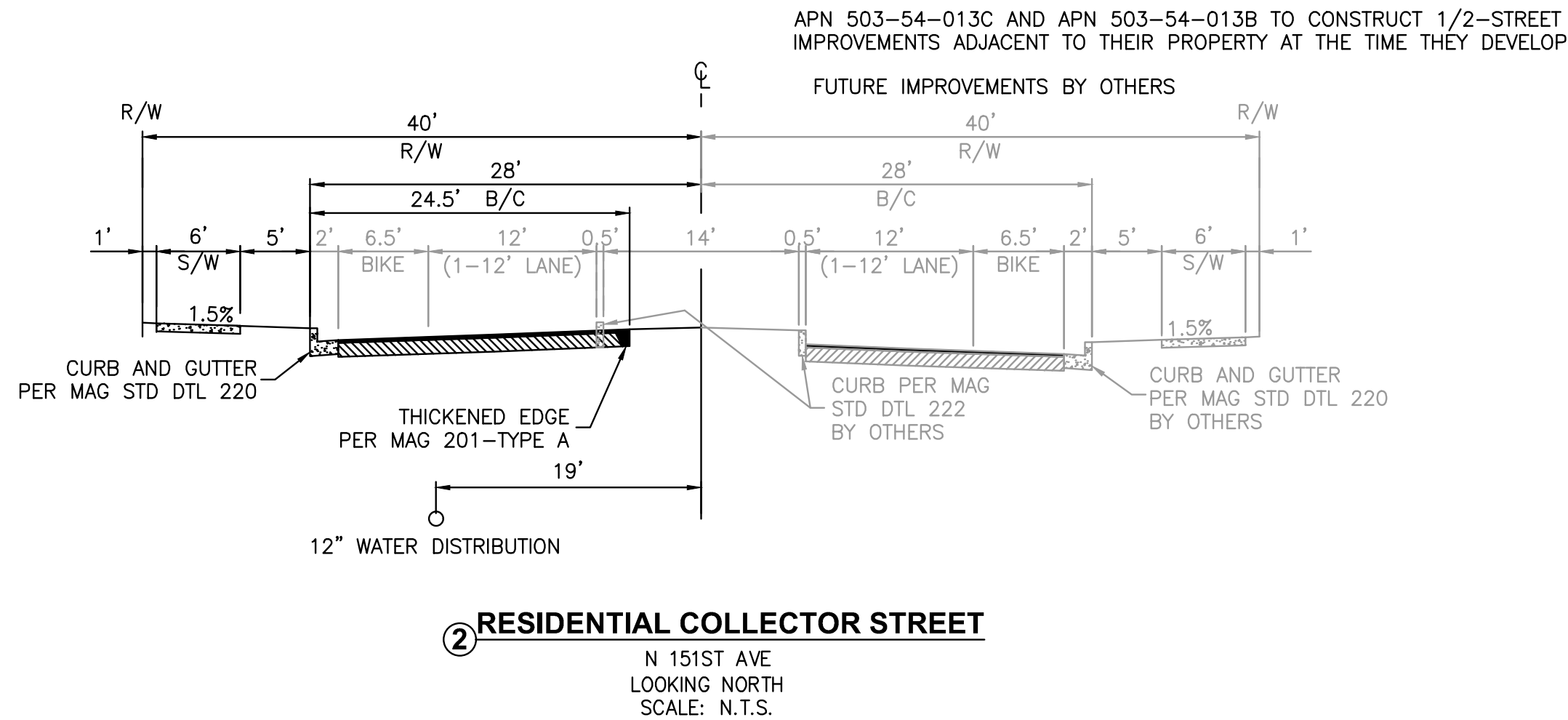
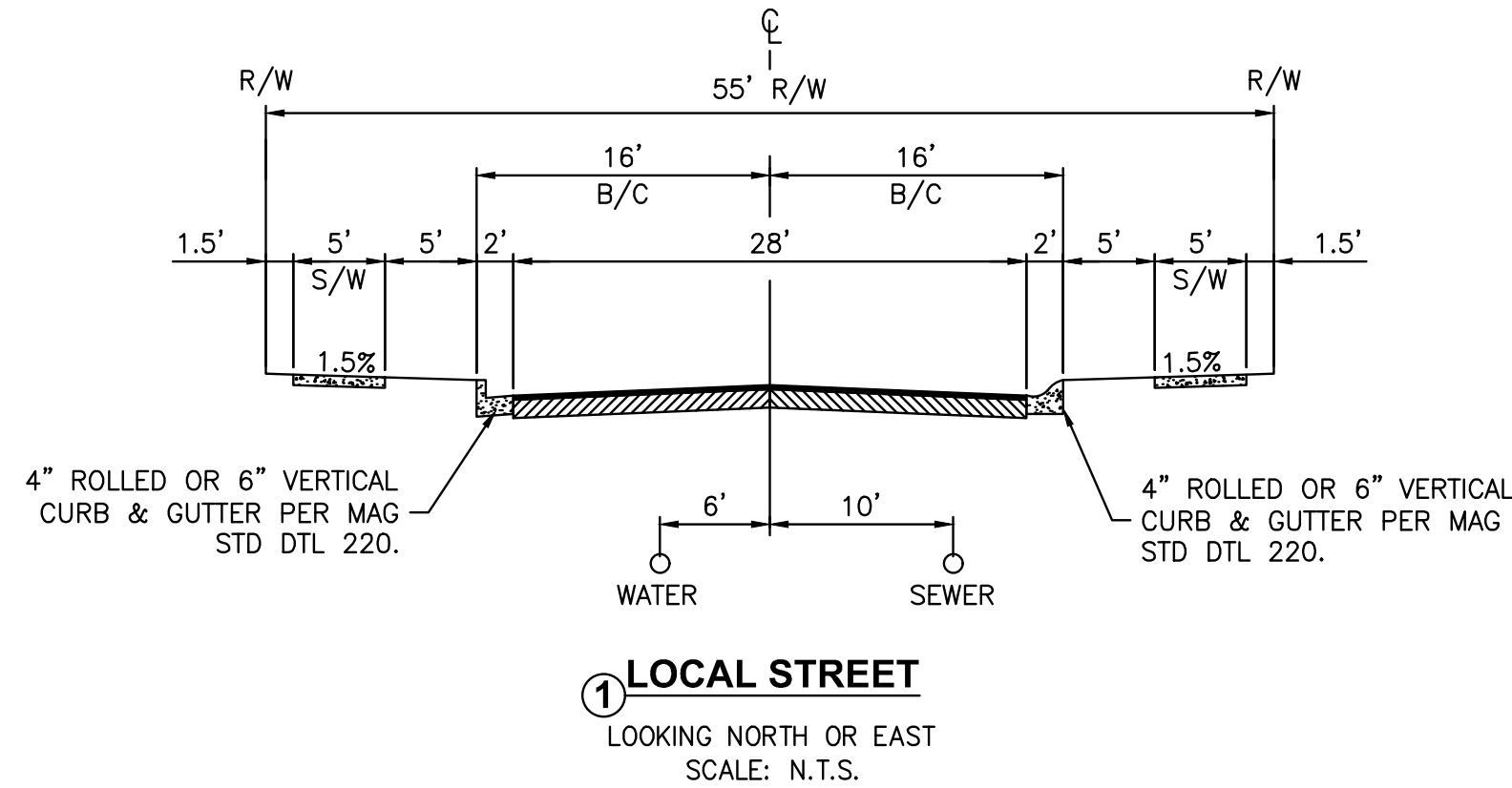
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
 CERTIFICATE NO.
 53027
 DENNIS E. ROBERTS
 Date Signed 8/2/18
 ARIZONA U.S.A.
 Expires 12/31/2020

PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 18000163
FILE NO. 18000163DT01

DT01

SHEET NO.
OF 4

k:\18000163 - tierra verde east\dwg\plan sets\pre-plan\18000163-03-d102.dwg Savedate: 8/21/2018 3:33 PM Plotted: 8/21/2018 3:34 PM
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.



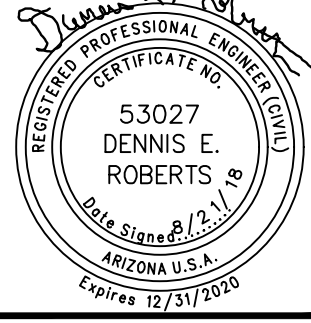
STREET SECTIONS

TIERRA VERDE EAST
CITY OF SURPRISE, ARIZONA

PROJECT:



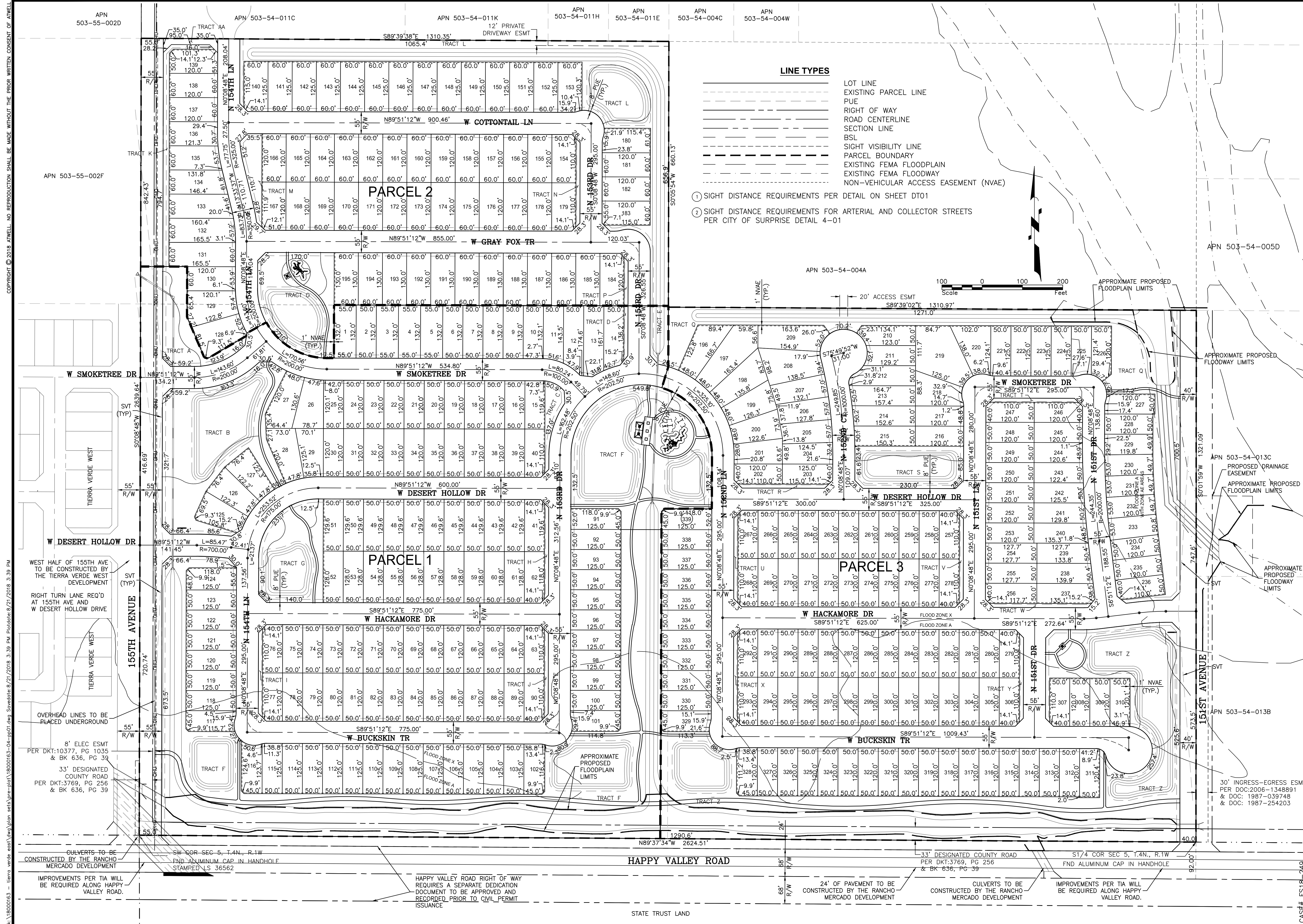
REVISIONS:



PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 18000163
FILE NO. 18000163DT02
DT02
SHEET NO. 3 OF 4

CASE# FS18-249

SHEET NO.
4 OF 4



TIERRA VERDE EAST

PRELIMINARY LANDSCAPE PLAN SURPRISE, AZ

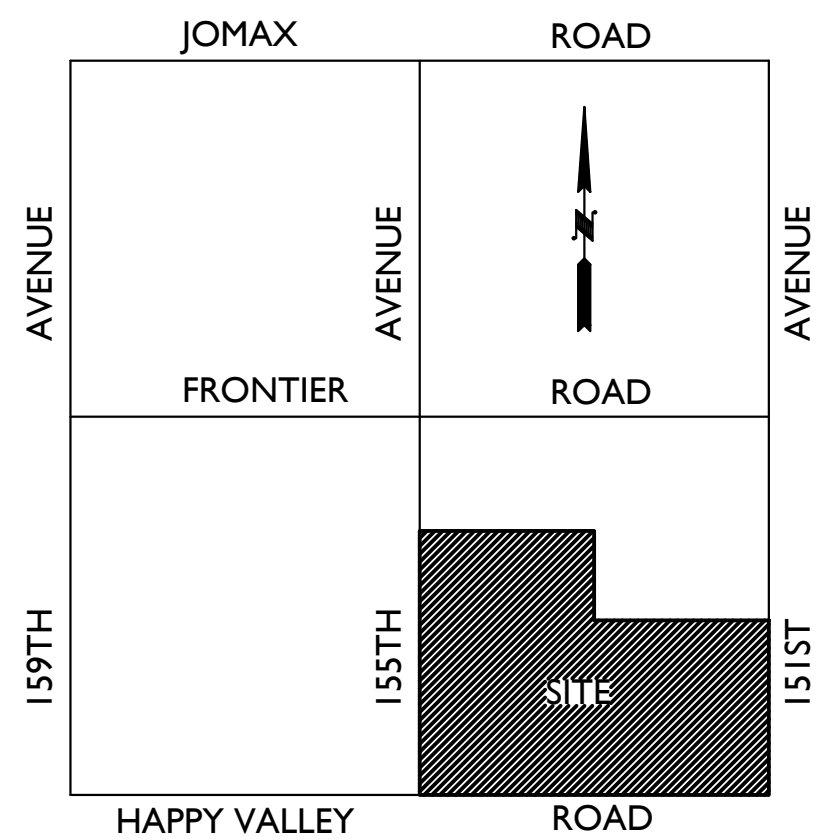
LANDSCAPE NOTES

- ALL PLANTING AREAS ARE TO HAVE DECOMPOSED GRANITE, 1/2" MINUS COLOR AS SPECFIED., 2" DEPTH, TYP.
- NO PLANT SUBSTITUTIONS ALLOWED UNLESS APPROVED IN WRITING BY LANDSCAPE ARCHITECT AND CONFORMING TO LOCAL AGENCY'S APPROVED PLANT LIST.
- LANDSCAPE ARCHITECT / OWNER'S REP IS TO APPROVE ALL PLANT MATERIAL PRIOR TO DELIVERY TO SITE. ONE WEEK MINIMUM NOTICE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL CONDITIONS ON SITE PRIOR TO PROJECT START-UP.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY DAMAGES MADE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC., AT HIS EXPENSE.
- ANY PLANT MATERIAL NOT SHOWN TO REMAIN ON PLAN IS TO BE REMOVED.
- ADJUST ALL NEW LANDSCAPING AS NECESSARY TO ACCOMMODATE EXISTING LANDSCAPE TO REMAIN.
- CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY SITE WORK BEING EXECUTED.
- QUANTITIES ON PLAN ARE PROVIDED FOR BIDDING PURPOSES ONLY.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
- ALL AREAS DISTURBED DURING CONSTRUCTION ARE TO BE FINE GRADED AND TREATED TO BLEND EVENLY WITH ALL NEWLY CONSTRUCTED AREAS.
- LANDSCAPE ARCHITECT / OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT IS DETERMINED TO NOT SATISFY THE DESIGN INTENT OF THE LANDSCAPE PLAN BASED ON SIZE, SHAPE, APPEARANCE, HEALTH, OR IMPROPER CARE.
- ALL BOULDERS ARE TO BE GRANITE 'SURFACE SELECT', SIZE PER PLAN. ALL BOULDERS ARE TO BE BURIED 1/3 IN SOIL.
- ALL SWALE CHANNELS ARE TO HAVE 1" - 3" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
- ALL DOWNSPOUTS / SCUPPERS ARE TO HAVE 3"x3", 3" - 6" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
- ALL BERM CONTOUR INTERVALS ARE AT 1'-0", SLOPES NOT TO EXCEED 4:1.
- ALL TURF IS TO BE BERMUDA HYBRID. MAY BE INSTALLED AS SOD OR HYDROSEED.
- ALL HEADER IS TO BE EXTRUDED CONCRETE CURBING OR EQUAL.
- 100 PERCENT OF ALL RIGHT OF WAY PLANT MATERIAL IS TO BE FOUND ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST.
- TREES WITH THORNS ARE NOT TO BE LOCATED WITHIN RECREATION AREAS, AND SHALL BE SET A MINIMUM OF 10' AWAY FROM ALL PEDESTRIAN ROUTES.
- ALL SIDEWALKS AND COMMUNITY TRAILS ARE 6' WIDE.
- TREES THAT OVERHANG THE CITY STREETS MUST BE TRIMMED UP TO A CLEAR HEIGHT OF NOT LESS THAN 15'
- TREES WITHIN SIGHT DISTANCE LINES SHALL BE MAINTAINED SO THAT NO LIMBS, LEAVES NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
- OAK AND ELM TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADER INTACT.
- TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT OR WALL WILL HAVE A ROOT BARRIER PER EDS 8-14.
- ALL FIXTURES AND LIGHTING LOCATIONS WILL BE IN CONFORMANCE WITH CITY OF SURPRISE LIGHTING STANDARDS.

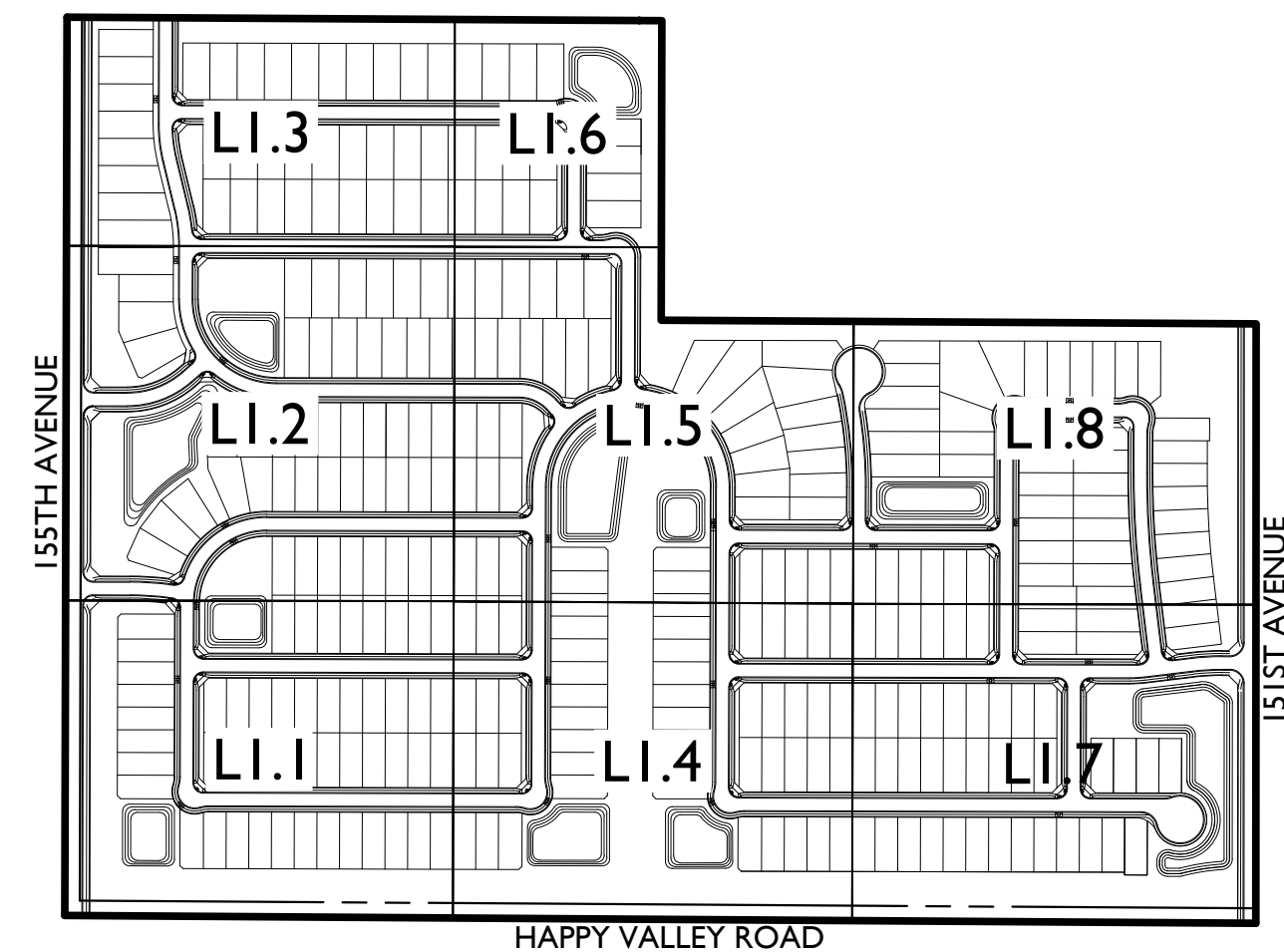
CITY OF SURPRISE NOTES

- ALL CHANGES TO BE APPROVED BY THE CITY OF SURPRISE PLANNING DEPARTMENT.
- SIGNS REQUIRE A SEPARATE PERMIT.
- ALL UTILITY BOXES AND STRUCTURES ARE TO BE SCREENED FROM VIEW.
- PLANT MATERIAL IS NOT TO BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION.
- ROOT BARRIER PER CITY OF SURPRISE EDS 8-14 IS REQUIRED FOR ANY TREE LOCATED WITH THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT OR WALL.
- ALL PLANT MATERIAL SIZES ARE TO BE CONSISTENT WITH ANA STANDARDS.
- ALL PLANT MATERIAL LOCATED WITHIN VISIBILITY TRIANGLES ARE TO BE MAINTAINED NO HIGHER THAN 30 INCHES HIGH, AND HANG NO LOWER THAN 7 FEET FROM GROUND ELEVATION, INCREASING TO 10' CLEARANCE WHERE APPROACHING STOP SIGNS.
- TRAILS AND PATHWAYS ARE TO BE ADA COMPLIANT, WHERE PRACTICAL.
- SIDEWALKS AND SIDEWALK SEPERATION WILL CONFORM TO THE CITY OF SURPRISE PLANNING AND DESIGN GUIDELINES.
- IN LOCAL STREETS A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUNDCOVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE SHALL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUNDCOVER PLANTS. AREAS NOT ADJACENT TO HOME FRONTAGES SHALL HAVE ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUNDCOVER PLANTS LOCATED EVERY 25 LINEAR FEET.
- ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
- REFER TO CITY OF SURPRISE EDS DETAIL 6-13 FOR THE REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY.
- LOCATION AND HEIGHT OF TREES SHALL COMPLY WITH COS EDS DETAILS 4-01 AND 4-02.
- 25% OF THE TREES ALONG 155TH AVE. MUST BE 36-INCH BOX TREES.
- STRUCTURAL WALL DETAILS WILL BE PROVIDED IN THE CONSTRUCTION DOCUMENT PHASE.

VICINITY MAP



KEY MAP



SHEET INDEX

SHEET	PAGE #	TITLE
L1.0	I	COVER SHEET
L1.1 to L1.8	2 - 9	LANDSCAPE PLAN
L1.9	10	WALL PLAN
L1.10	11	COMMUNITY AMENITY DETAILS

PROJECT TEAM

DISCIPLINE	CONTACT INFORMATION
DEVELOPER	TIERRA VERDE EAST 2018, LLC MARK VOIGT 4248 N. CRAFTSMAN COURT, SUITE 100 SCOTTSDALE, ARIZONA 85251 (480) 285-3061
LANDSCAPE ARCHITECT	RVI LAURA THELEN 120 S. ASH AVE. TEMPE, ARIZONA 85281 (480) 586-2349
CIVIL ENGINEER	ATWELL TED NORTHROP JR., P.E. 4700 E. SOUTHERN AVE. MESA, ARIZONA 85206 (480) 218-8831

AMENITIES LIST

Tract B: Turf retention basin / Pedestrian walkway

Tract F: Turf retention basin / Picnic Ramada / Tot Lot / Pedestrian walkway

Tract G: Turf retention basin / Pedestrian Walkway / Open space

Tract O: Turf retention basin / Picnic Ramada / Tot Lot / Pedestrian walkway

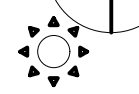
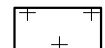
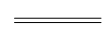
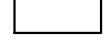
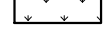
Tract Z: Turf retention basin / Picnic Ramada / Pedestrian walkway

PROJECT DATA

CURRENT ZONING:	PAD
GROSS AREA:	99.38 AC.
NET DEVELOPABLE AREA:	96.81 AC.

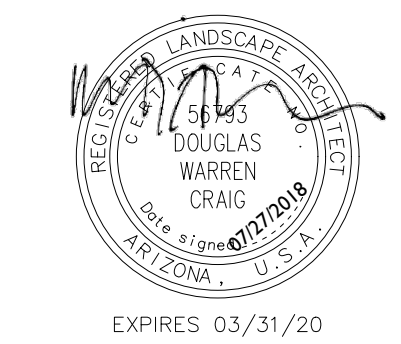
FOR TRACT TABLE SEE PRELIMINARY PLAT, BY ATWELL.

LANDSCAPE MATERIAL SCHEDULE

TREES ITEM	SIZE	QTY.	COMMENTS
 <i>Acacia aneura</i> MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
 <i>Acacia willardiana</i> PALO BLANCO	24" BOX	?	
 <i>Chilopsis linearis</i> DESERT WILLOW	15 GAL	?	
 <i>Cercidium floridum</i> BLUE PALO VERDE	24" BOX 36" BOX	?	
 <i>Cercidium hybrid 'Desert Museum'</i> DESERT MUSEUM PALO VERDE	24" BOX	?	
 <i>Olneya tesota</i> DESERT IRONWOOD	24" BOX 36" BOX	?	
 <i>Prosopis hybrid 'AZT Thornless'</i> 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
 <i>Prosopis velutina</i> NATIVE MESQUITE	24" BOX	?	
 <i>Salvage Tree</i> REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
 <i>Salvage Saguaro</i> REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE
SHRUBS ITEM	SIZE	QTY.	COMMENTS
 <i>Asclepias subulata</i> DESERT MILKWEED	1 GAL	?	
 <i>Cordia parvifolia</i> LITTLE LEAF CORDIA	5 GAL	?	
 <i>Dodonaea viscosa</i> GREEN HOPSEED BUSH	5 GAL	?	
 <i>Encelia farinosa</i> BRITTLEBUSH	1 GAL	?	
 <i>Eremophila maculata</i> VALENTINE BUSH	5 GAL	?	
 <i>Eriocaulon lachrymans</i> 'Aguirre'	5 GAL	?	
 <i>Euphorbia antisiphilitica</i> TURPENTINE BUSH	1 GAL	?	
 <i>Euphorbia rigida</i> CANDEILLA	1 GAL	?	
 <i>Euphorbia rigida</i> COPPER PLANT	1 GAL	?	
 <i>Hesperaloe parvifolia 'Brakelights'</i> 'BRAKELIGHTS' RED YUCCA	5 GAL	?	
 <i>Justicia californica</i> CHUPAROSA	1 GAL	?	
 <i>Larrea tridentata</i> CREOSOTE	5 GAL	?	
 <i>Leucophyllum langmaniae</i> LYNN'S LEGACY	5 GAL	?	
ACCENTS ITEM	SIZE	QTY.	COMMENTS
 <i>Agave desertiana</i> AGAVE	5 GAL	?	
 <i>Agave parryi v. Truncata</i> ARTICHOKE AGAVE	5 GAL	?	
 <i>Agave weberi</i> WEBER AGAVE	5 GAL	?	
 <i>Dasyllirion wheeleri</i> DESERT SPOON	5 GAL	?	
 <i>Fouquieria splendens</i> OCOTILLO	MIN. 10', 12' CANES	?	
 <i>Opuntia Santa Rita</i> PURPLE PRICKLY PEAR	5 GAL	?	
GROUND COVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
 <i>Lantana 'Gold Mound'</i> GOLD MOUND LANTANA	1 GAL	?	
 <i>Muhlenbergia capillaris 'Regal Mist'</i> REGAL MIST	5 GAL	?	
 <i>Nolina microcarpa</i> BEAR GRASS	5 GAL	?	
 <i>Verbena gooddingii</i> DESERT SPOON	1 GAL	?	
 <i>Verbena rigida</i> SANDPAPER VERBENA	1 GAL	?	
MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
 SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
 CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L2.??
 ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L2.??
 TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.



120 South Ash Avenue
Tempe, AZ 85281
(480) 586-2100



TIERRA VERDE EAST PRELIMINARY LANDSCAPE PLAN SURPRISE, AZ

PROJECT NO : 1800535
DATE : 07/27/2018
DRW: TB
RWW: LT

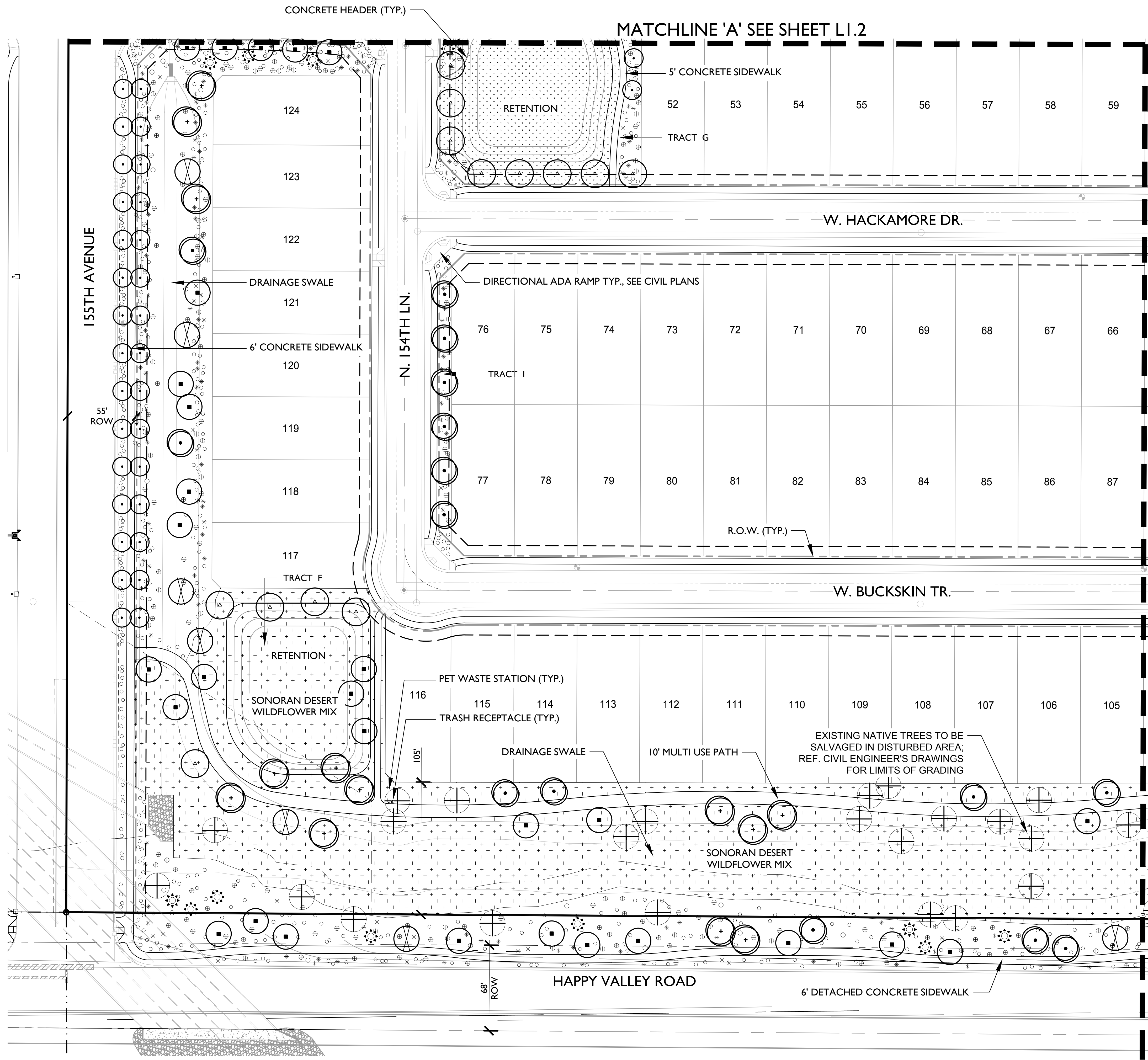
REVISIONS
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COVER SHEET

L1.0

SHEET 1 OF 11

3RD SUBMITTAL



LANDSCAPE MATERIAL SCHEDULE

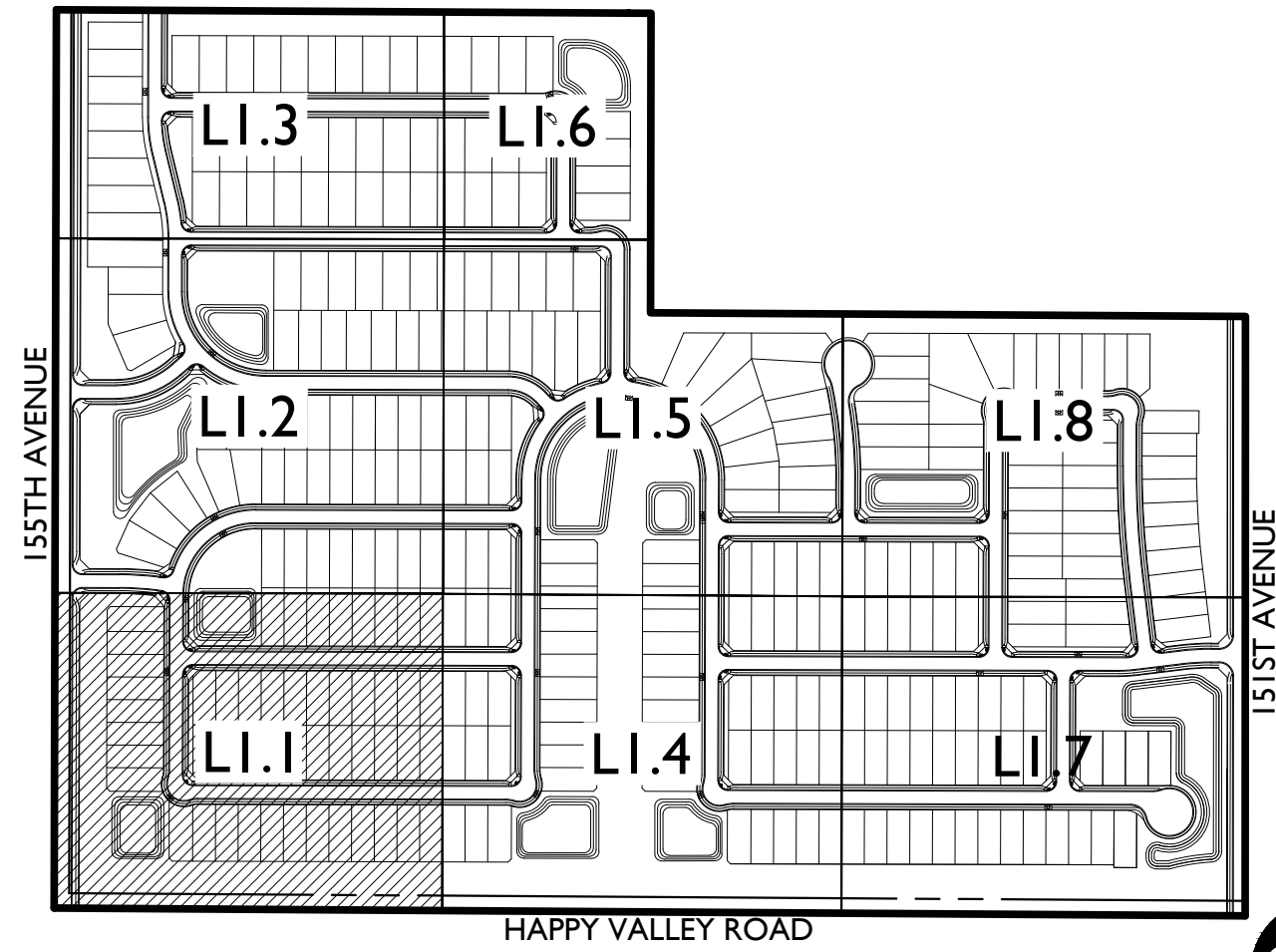
TREES ITEM	SIZE	QTY.	COMMENTS
Acacia aneura MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
Acacia willardiana PALO BLANCO	24" BOX	?	
Chilopsis linearis DESERT WILLOW	15 GAL.	?	
Cercidium floridum BLUE PALO VERDE	24" BOX 36" BOX	?	
Cercidium hybrid 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
Oleaya tesota DESERT IRONWOOD	24" BOX 36" BOX	?	
Prosopis hybrid 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
Prosopis velutina NATIVE MESQUITE	24" BOX	?	
Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
Salvage Saguaro REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE

SHRUBS ITEM	SIZE	QTY.	COMMENTS
Asclepias subulata DESERT MILKWED	1 GAL.	?	
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.	?	
Dodonaea viscosa GREEN HOPSEED BUSH	5 GAL.	?	
Encelia farinosa BRITTLBUSH	1 GAL.	?	
Eremophila maculata VALENTINE BUSH	5 GAL.	?	
Ericamaria laevis 'Aguirre'	5 GAL.	?	
Euphorbia antipathetica CANDLELLA	1 GAL.	?	
Euphorbia rigida GOPHER PLANT	1 GAL.	?	
Hesperaloe parvifolia 'Brake Lights' 'BRAKE LIGHTS' RED YUCCA	5 GAL.	?	
Justicia californica CHUPAROSA	1 GAL.	?	
Larrea tridentata CREOSOTE	5 GAL.	?	
Leucophyllum langmaniae LYNN'S LEGACY	5 GAL.	?	

ACCENTS ITEM	SIZE	QTY.	COMMENTS
Agave desmettiana AGAVE	5 GAL.	?	
Agave parryi v. Truncata ARTICHOKE AGAVE	5 GAL.	?	
Agave weberi WEBER AGAVE	5 GAL.	?	
Dasyliroon wheeleri DESERT SPOON	5 GAL.	?	
Fouquieria splendens OCOTILLO	MIN. 10', 12 CANES	?	
Opuntia Santa Rita PURPLE PRICKLY PEAR	5 GAL.	?	

GROUND COVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
Lantana 'Gold Mound' GOLD MOUND LANTANA	1 GAL.	?	
Muhlenbergia capillaris 'Regal Mist' REGAL MIST	5 GAL.	?	
Nolina microcarpa BEAR GRASS	5 GAL.	?	
Verbena gooddingii DESERT SPOON	1 GAL.	?	
Verbena rigida SANDPAPER VERBENA	1 GAL.	?	

MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L.I.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L.I.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.



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120 South Ash Avenue
Tempe, AZ 85281
(480) 586-2100

Expires: 03/31/20

Contact Arizona 911 at least two full working days before you begin excavation

Call 911 or click Arizona911.com

Tierra Verde East

Preliminary Landscape Plan

Surprise, AZ

PROJECT NO: 1800535
DATE: 07/27/2018
DRW: TB
REV: LT

REVISIONS
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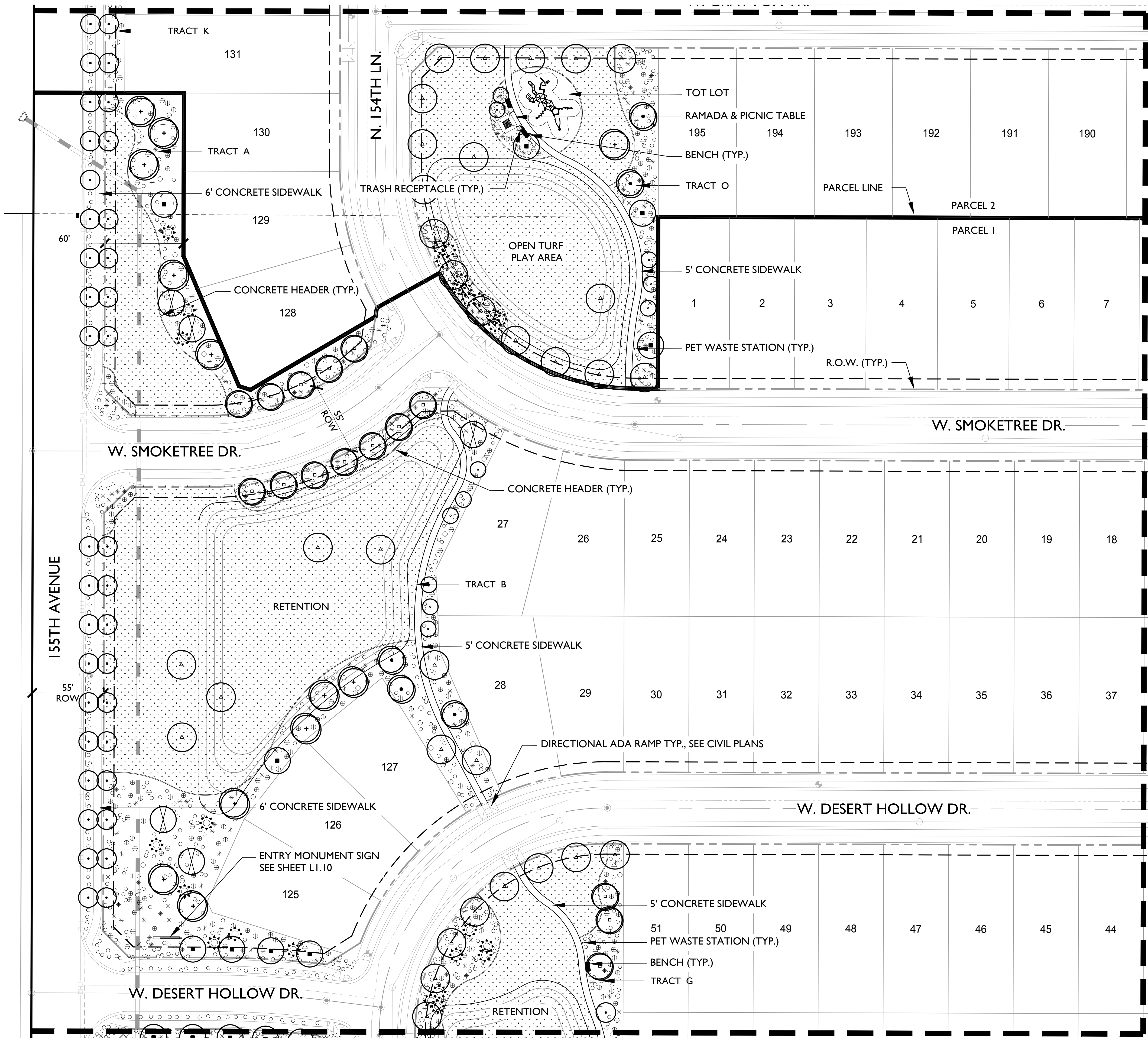
LANDSCAPE PLAN

LI.1

SHEET 2 OF 11

3RD SUBMITTAL

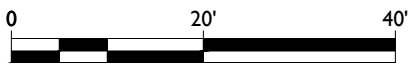
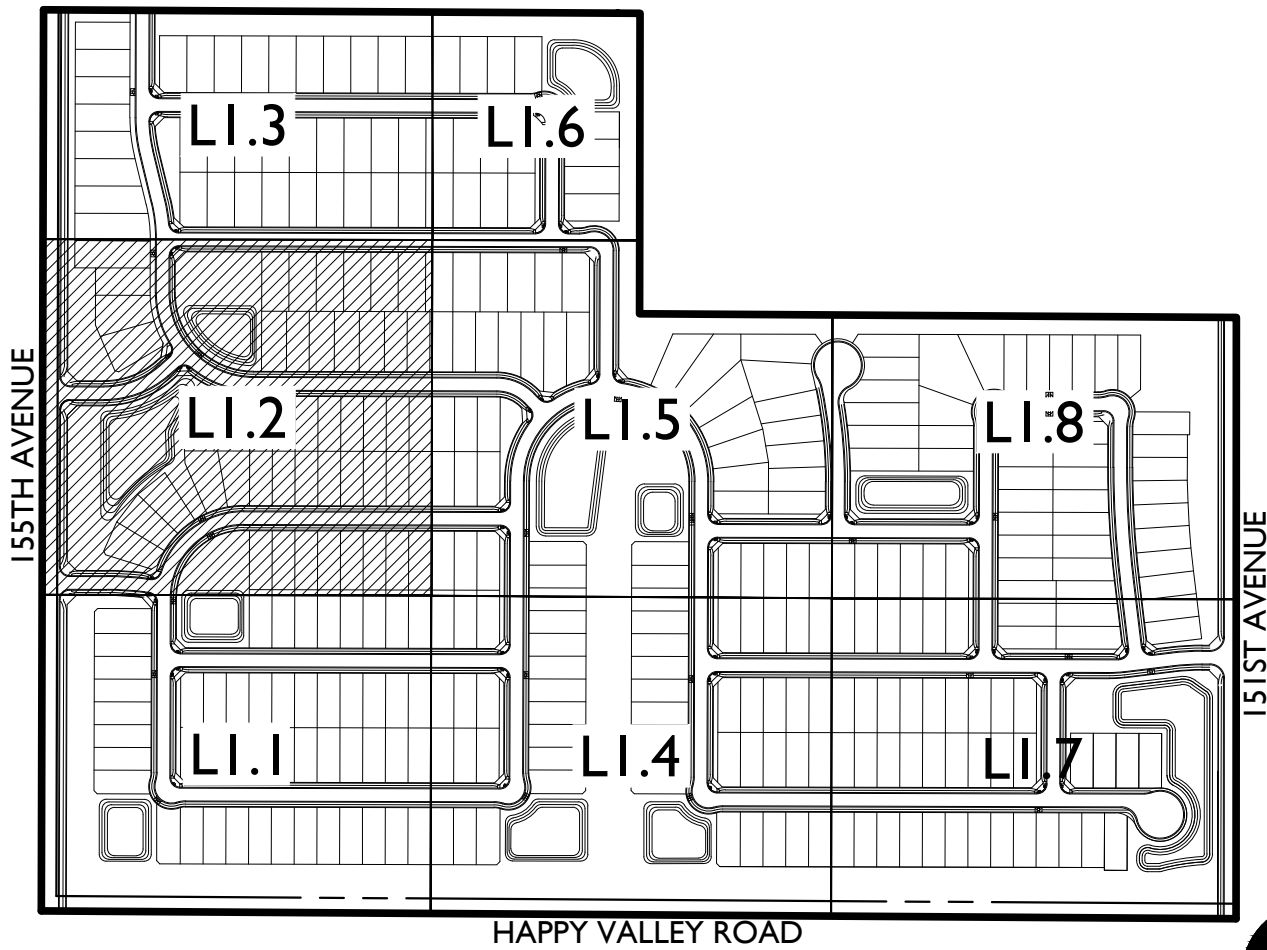
MATCHLINE 'B' SEE SHEET LI.3



MATCHLINE 'A' SEE SHEET LI.1

LANDSCAPE MATERIAL SCHEDULE

TREES ITEM	SIZE	QTY.	COMMENTS
Acacia aneura MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
Acacia willardiana PALO BLANCO	24" BOX	?	
Chilopsis linearis DESERT WILLOW	15 GAL.	?	
Cercidium floridum BLUE PALO VERDE	24" BOX 36" BOX	?	
Cercidium hybrid 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
Olivea tesota DESERT IRONWOOD	24" BOX 36" BOX	?	
Prosopis hybrid 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
Prosopis velutina NATIVE MESQUITE	24" BOX	?	
Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
Salvage Saguaro REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE
SHRUBS ITEM	SIZE	QTY.	COMMENTS
Asclepias subulata DESERT MILKWEEED	1 GAL.	?	
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.	?	
Dodonaea viscosa GREEN HOPSEED BUSH	5 GAL.	?	
Encelia farinosa BRITTLBUSH	1 GAL.	?	
Eremophila maculata VALENTINE BUSH	5 GAL.	?	
Ericameria laevis 'Aguirre'	5 GAL.	?	
Euphorbia antispaltica CANDLELLA	1 GAL.	?	
Euphorbia rigida GOPHER PLANT	1 GAL.	?	
Hesperaloe parviflora 'Brakeights' 'BRAKEIGHTS' RED YUCCA	5 GAL.	?	
Justicia californica CHUPAROSA	1 GAL.	?	
Larrea tridentata CREOSOTE	5 GAL.	?	
Leucophyllum langmaniae LYNN'S LEGACY	5 GAL.	?	
ACCENTS ITEM	SIZE	QTY.	COMMENTS
Agave desmettiana AGAVE	5 GAL.	?	
Agave parryi v. Truncata ARTICHOKE AGAVE	5 GAL.	?	
Agave weberi WEBER AGAVE	5 GAL.	?	
Dasyllirion wheeleri DESERT SPOON	5 GAL.	?	
Fouquieria splendens OCOTILLO	MIN. 10', 12 CANES	?	
Opuntia Santa Rita PURPLE PRICKLY PEAR	5 GAL.	?	
GROUNDCOVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
Lantana 'Gold Mound' GOLD MOUND LANTANA	1 GAL.	?	
Muhlenbergia capillaris 'Regal Mist' REGAL MIST	5 GAL.	?	
Nolina microcarpa BEAR GRASS	5 GAL.	?	
Verbena gooddingii DESERT SPOON	1 GAL.	?	
Verbena rigida SANDPAPER VERBENA	1 GAL.	?	
MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L.I.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L.I.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.



3RD SUBMITTAL

TERRA VERDE EAST
PRELIMINARY LANDSCAPE PLAN
SURPRISE, AZ

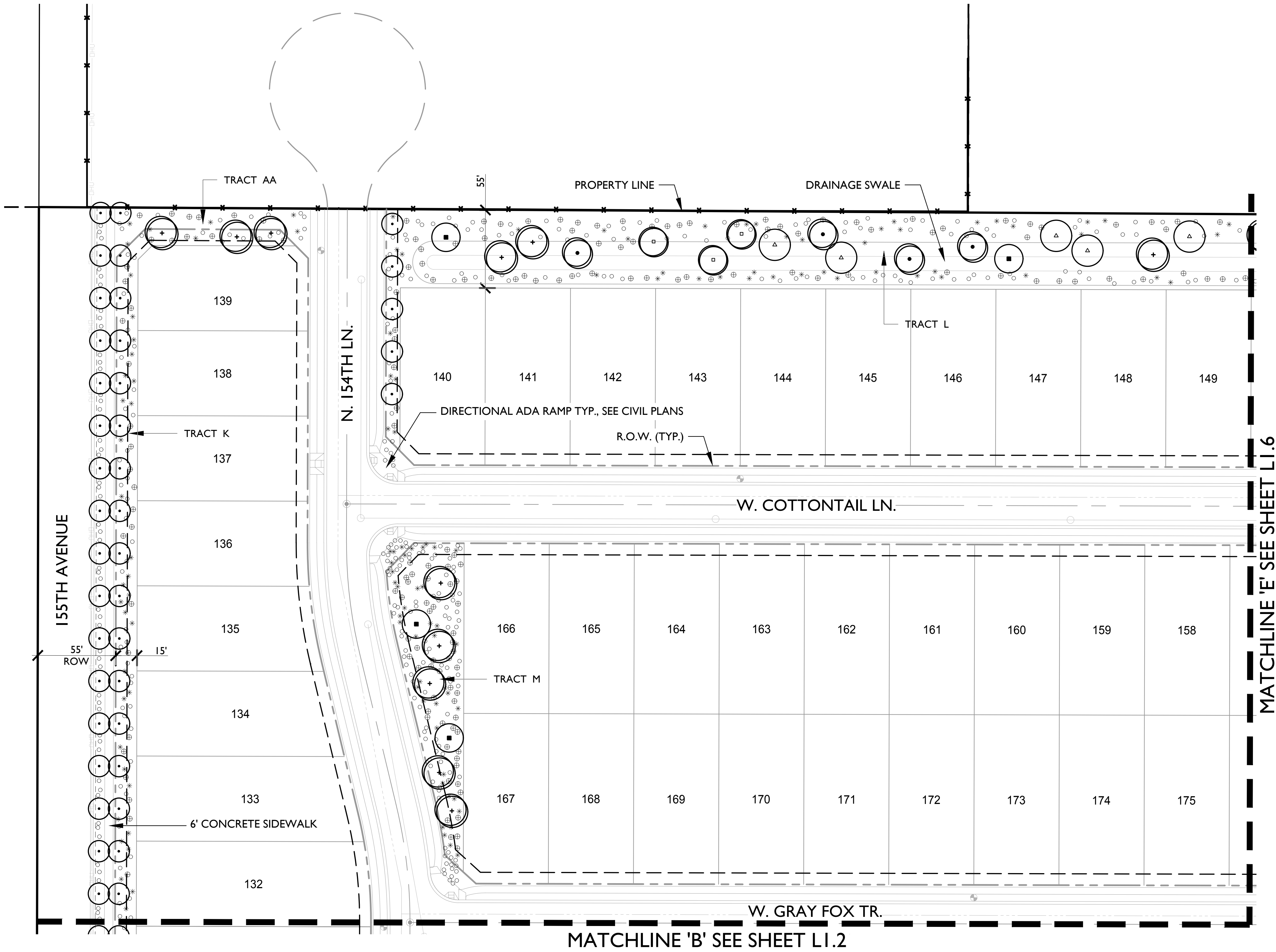
PROJECT NO.: 1800535
DATE: 07/27/2018
DRW: TB
RWW: LT

REVISIONS
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LANDSCAPE
PLAN

LI.2

SHEET 3 OF 11

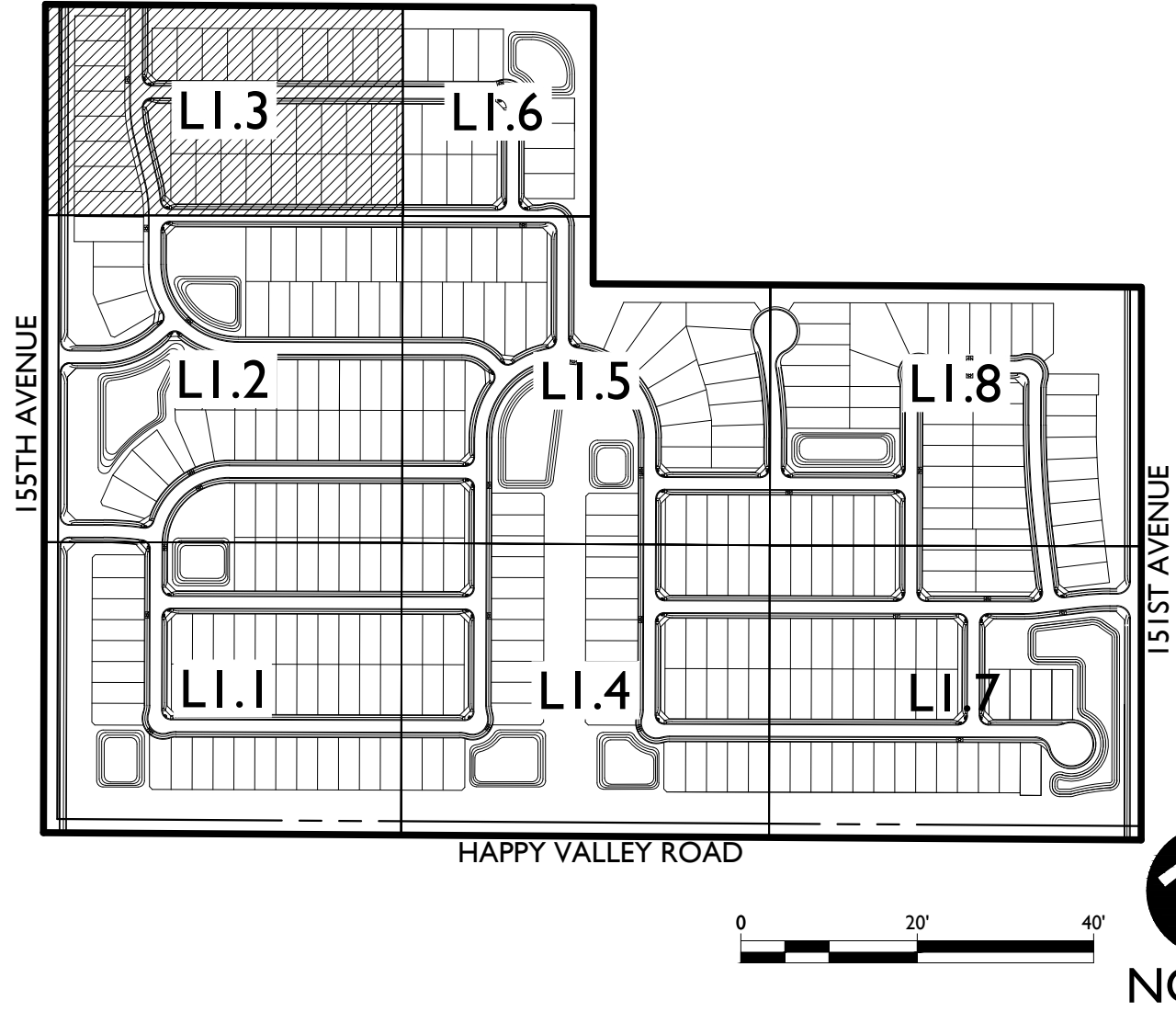


LANDSCAPE PLAN

SCALE: 1" = 40'-0"

LANDSCAPE MATERIAL SCHEDULE

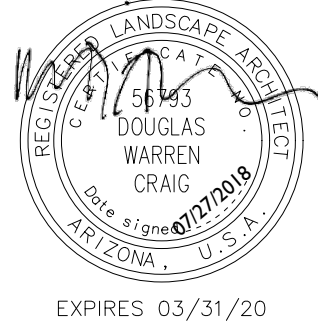
TREES ITEM	SIZE	QTY.	COMMENTS
Acacia aneura MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
Acacia willardiana PALO BLANCO	24" BOX	?	
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Cercidium hybrid 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
Oleaya tesota DESERT IRONWOOD	24" BOX 36" BOX	?	
Prosopis hybrid 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
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Dodonaea viscosa GREEN HOPSEED BUSH	5 GAL.	?	
Encelia farinosa BRITTLBUSH	1 GAL.	?	
Eremophila maculata VALENTINE BUSH	5 GAL.	?	
Ericamaria laevis 'Aguirre'	5 GAL.	?	
Euphorbia antipathetica TURPENTINE BUSH	1 GAL.	?	
Euphorbia rigida GOPHER PLANT	1 GAL.	?	
Hesperaloe parvifolia 'Brakeights' 'BRAKEIGHTS' RED YUCCA	5 GAL.	?	
Justicia californica CHUPAROSA	1 GAL.	?	
Larrea tridentata CREOSOTE	5 GAL.	?	
Leucophyllum langmaniae LYNN'S LEGACY	5 GAL.	?	
ACCENTS ITEM	SIZE	QTY.	COMMENTS
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Agave parryi v. Truncata ARTICHOKE AGAVE	5 GAL.	?	
Agave weberi WEBER AGAVE	5 GAL.	?	
Dasyllirion wheeleri DESERT SPOON	5 GAL.	?	
Fouquieria splendens OCOTILLO	MIN. 10', 12 CANES	?	
Opuntia Santa Rita PURPLE PRICKLY PEAR	5 GAL.	?	
GROUNDCOVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
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CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L7.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L7.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.





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120 South Ash Avenue
Tempe, AZ 85281
(480) 586-2100



EXPIRES 03/31/20

Contact Arizona 911 at least two full
working days before you begin excavation



Call 911 or click Arizona911.com

Tierra Verde East
Preliminary Landscape Plan
Surprise, AZ

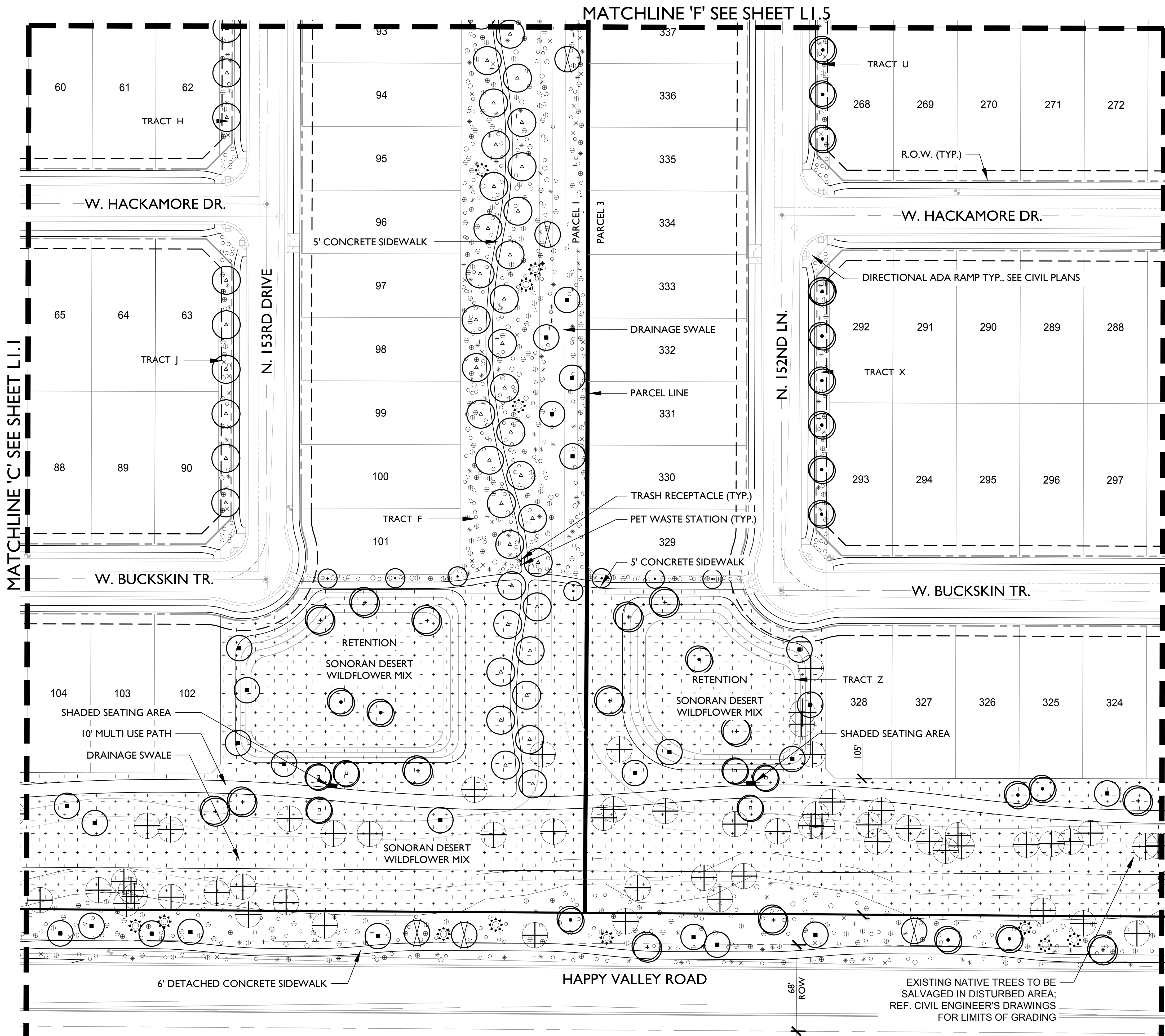
PROJECT NO :	1800535
DATE :	07/27/2018
DRW:	TB
Rvw:	LT

REVISIONS
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5. _____

LANDSCAPE PLAN

LI.3

3RD SUBMITTAL



LANDSCAPE MATERIAL SCHEDULE

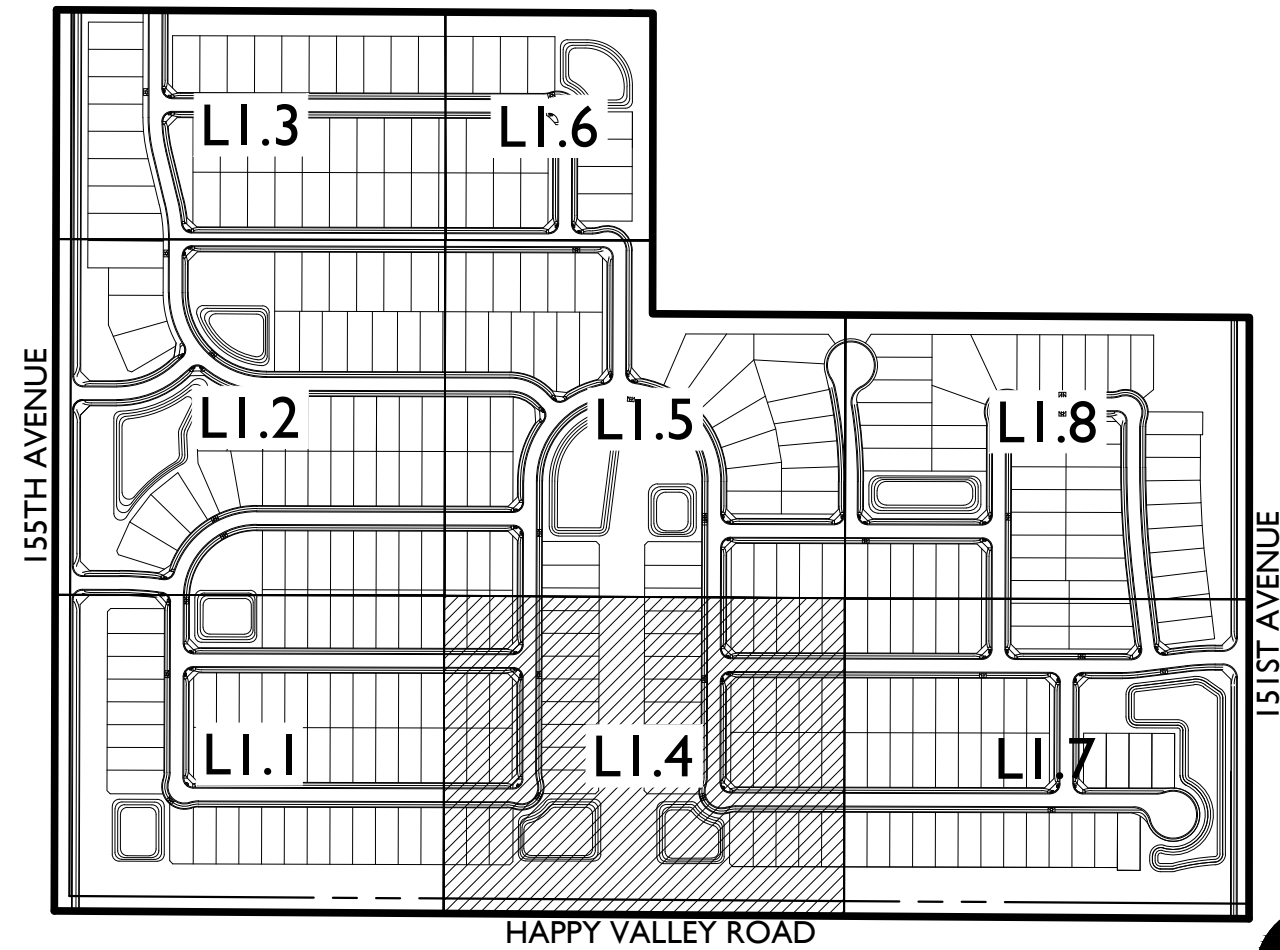
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Oleaya tesota DESERT IRONWOOD	24" BOX 36" BOX	?	
Prosopis hybrid 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
Prosopis velutina NATIVE MESQUITE	24" BOX	?	
Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
Salvage Saguaro REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE

SHRUBS ITEM	SIZE	QTY.	COMMENTS
Asclepias subulata DESERT MILKWEEED	1 GAL.	?	
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.	?	
Dodonaea viscosa GREEN HOPSEED BUSH	5 GAL.	?	
Encelia farinosa BRITTLEBUSH	1 GAL.	?	
Eremophila maculata VALENTINE BUSH	5 GAL.	?	
Ericamaria laevis 'Aguirre'	5 GAL.	?	
Euphorbia antipathetica TURPENTINE BUSH	1 GAL.	?	
Euphorbia rigida GOPHER PLANT	1 GAL.	?	
Hesperaloe parviflora 'Brakeights' BRAKEIGHTS' RED YUCCA	5 GAL.	?	
Justicia californica CHUPAROSA	1 GAL.	?	
Larrea tridentata CREOSOTE	5 GAL.	?	
Leucophyllum langmaniae LYNN'S LEGACY	5 GAL.	?	

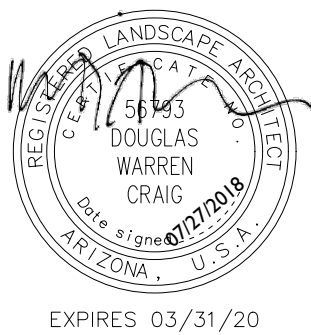
ACCENTS ITEM	SIZE	QTY.	COMMENTS
Agave desmettiana AGAVE	5 GAL.	?	
Agave parryi v. Truncata ARTICHOKE AGAVE	5 GAL.	?	
Agave weberi WEBER AGAVE	5 GAL.	?	
Dasyllirion wheeleri DESERT SPOON	5 GAL.	?	
Fouquieria splendens OCOTILLO	MIN. 10', 12 CANES	?	
Opuntia Santa Rita PURPLE PRICKLY PEAR	5 GAL.	?	

GROUNDCOVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
Lantana 'Gold Mound' GOLD MOUND LANTANA	1 GAL.	?	
Muhlenbergia capillaris 'Regal Mist' REGAL MIST	5 GAL.	?	
Nolina microcarpa BEAR GRASS	5 GAL.	?	
Verbena gooddingii DESERT SPOON	1 GAL.	?	
Verbena rigida SANDPAPER VERBENA	1 GAL.	?	

MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L.I.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L.I.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.



120 South Ash Avenue
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(480) 586-2100



Contact Arizona 911 at least two full
working days before you begin excavation

ARIZONA911

Call 911 or click Arizona911.com

TERRA VERDE EAST

PRELIMINARY LANDSCAPE PLAN

SURPRISE, AZ

PROJECT NO.: 1800535
DATE: 07/27/2018
DRW: TB
RWW: LT

REVISIONS
1.
2.
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4.

LANDSCAPE
PLAN

LI.4

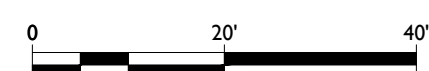
SHEET 5 OF 11

3RD SUBMITTAL

TREES ITEM	SIZE	QTY.	COMMENTS
 <i>Acacia aneura</i> MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
 <i>Acacia willardiana</i> PALO BLANCO	24" BOX	?	
 <i>Chilopsis linearis</i> DESERT WILLOW	15 GAL.	?	
 <i>Cercidium floridum</i> BLUE PALO VERDE	24" BOX 36" BOX	?	
 <i>Cercidium hybrid</i> 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
 <i>Olneya tesota</i> DESERT IRONWOOD	24" BOX 36" BOX	?	
 <i>Prosopis hybrid</i> 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
 <i>Prosopis velutina</i> NATIVE MESQUITE	24" BOX	?	
 Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
 Salvage Saguaro REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE

ACCENTS		SIZE	QTY.	COMMENTS
ITEM				
***	<i>Agave desmettiana</i>	5 GAL.	?	
	AGAVE			
	<i>Agave parryi v. Truncata</i>	5 GAL.	?	
	ARTICHOKE AGAVE			
	<i>Agave weberi</i>	5 GAL.	?	
	WEBER AGAVE			
	<i>Dasyliroton wheeleri</i>	5 GAL.	?	
	DESERT SPOON			
	<i>Fouquieria splendens</i>	MIN. 10' 12 CANES	?	
	OCOTILLO			
	<i>Opuntia Santa Rita</i>	5 GAL.	?	
	PURPLE PRICKLY PEAR			

MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
	SONORAN DESERT WILDFLOWER MIX		BY: GRANITE SEED AND EROSION CONTROL
	CONCRETE HEADER	6"	? L.F. FIELD VERIFY L.F., REFER TO DETAIL // L.I.!!
	ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F. 2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL // L.I.!!
	TURF - 'SANTA ANA' BERMUDA SOD	240,553 S.F.	FIELD VERIFY S.F.



TERRA VERDE EAST

PRELIMINARY LANDSCAPE PLAN

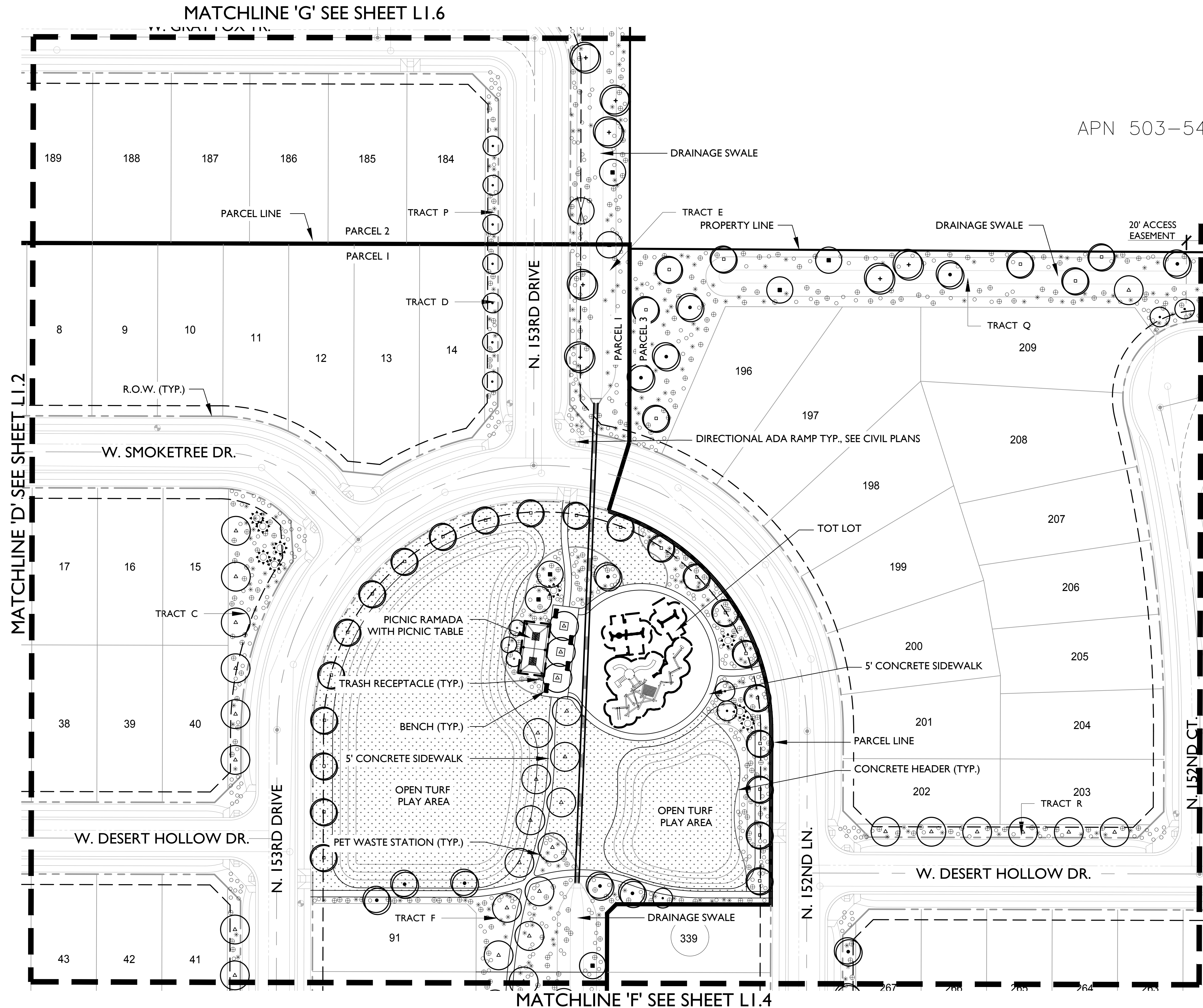
SURPRISE, AZ

REVISIONS

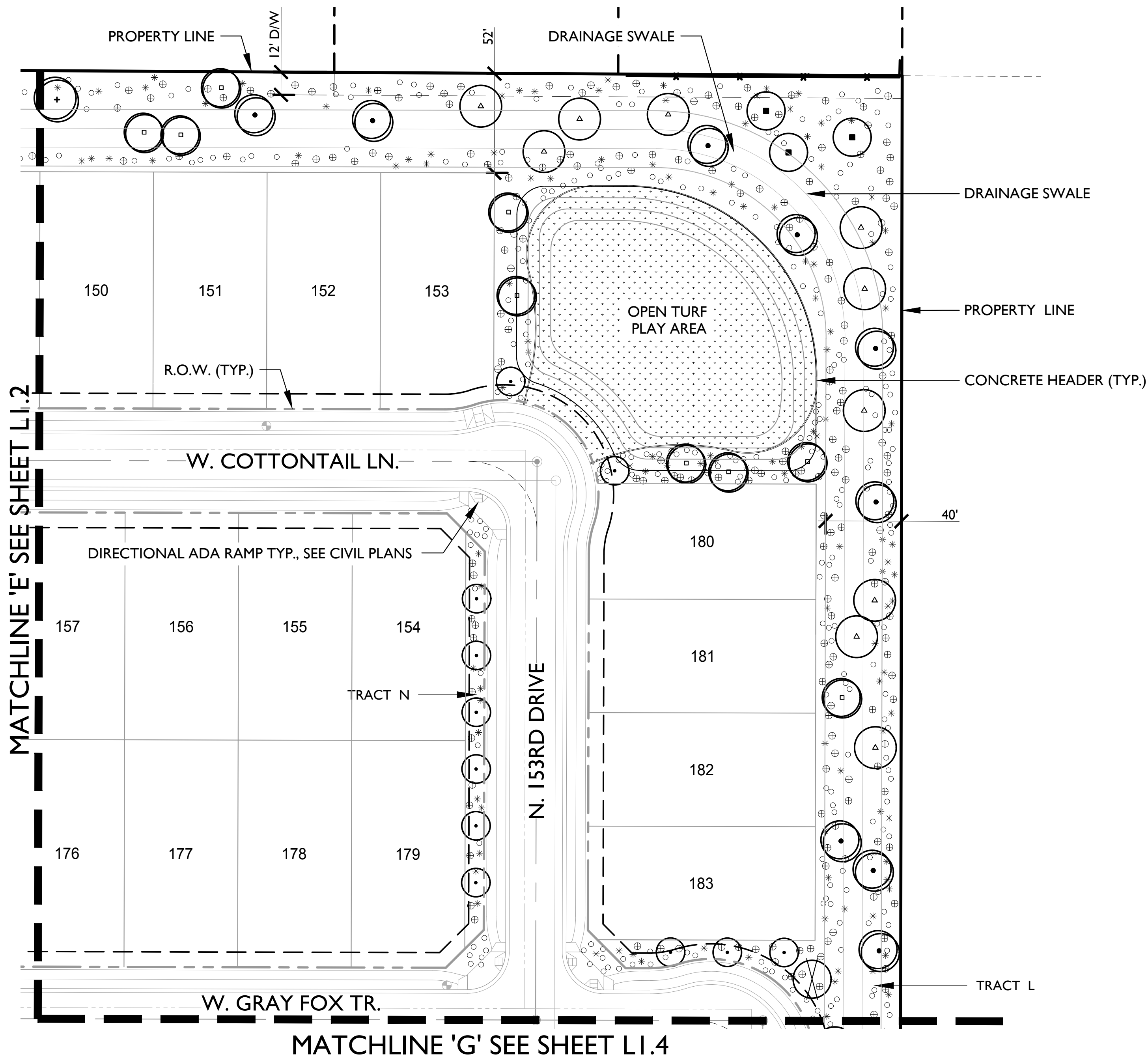
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LANDSCAPE
PLAN

LI.5



SCALE: 1" = 40'-0"

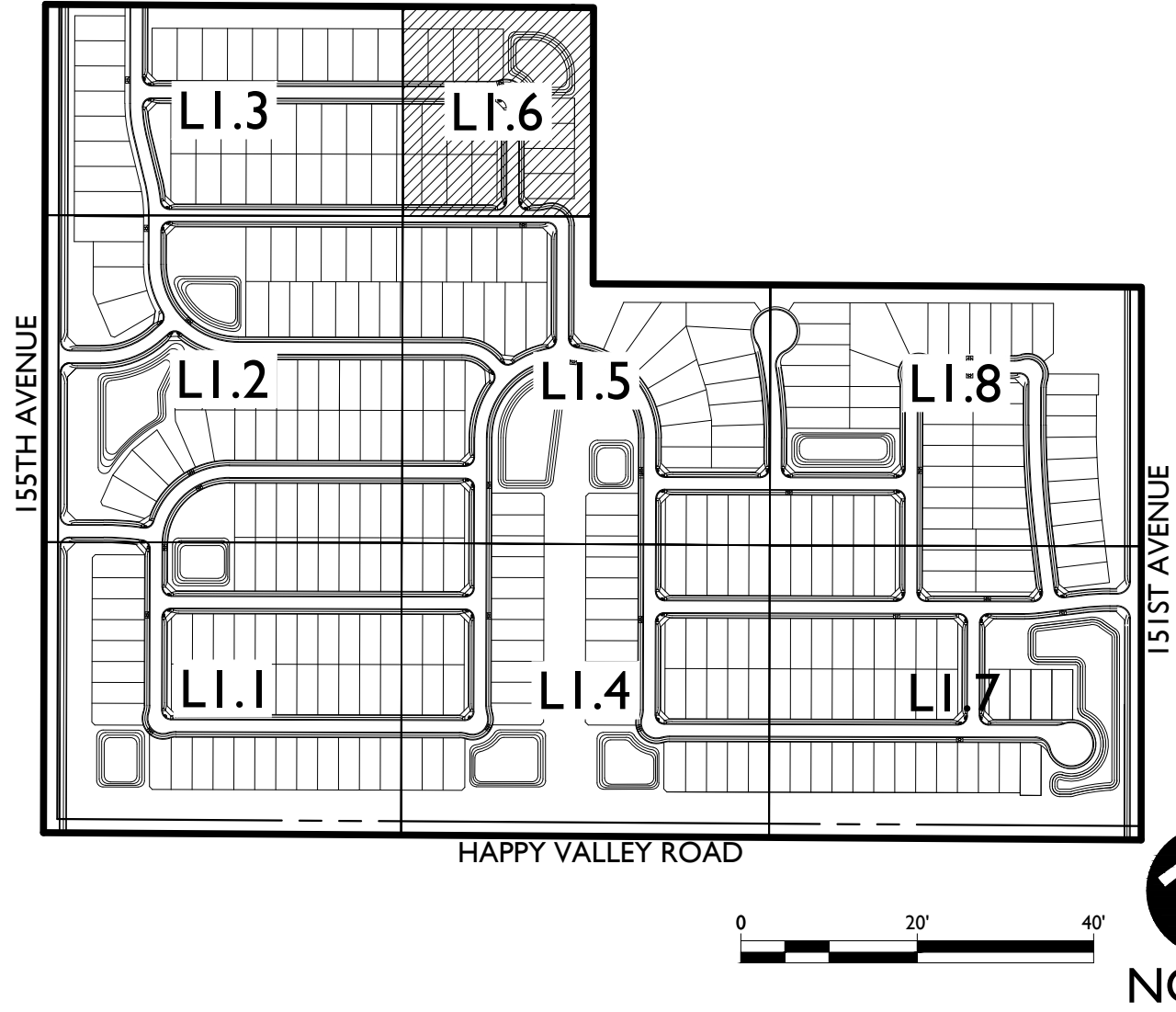


LANDSCAPE PLAN

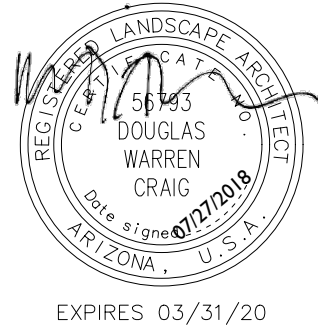
SCALE: 1" = 40'-0"

LANDSCAPE MATERIAL SCHEDULE

TREES ITEM	SIZE	QTY.	COMMENTS
Acacia aneura MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
Acacia willardiana PALO BLANCO	24" BOX	?	
Chilopsis linearis DESERT WILLOW	15 GAL.	?	
Cercidium floridum BLUE PALO VERDE	24" BOX 36" BOX	?	
Cercidium hybrid 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
Oleaya tesota DESERT IRONWOOD	24" BOX 36" BOX	?	
Prosopis hybrid 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
Prosopis velutina NATIVE MESQUITE	24" BOX	?	
Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
Salvage Saguaro REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE
SHRUBS ITEM	SIZE	QTY.	COMMENTS
Asclepias subulata DESERT MILKWEEED	1 GAL.	?	
Cordia parvifolia LITTLE LEAF CORDIA	5 GAL.	?	
Dodonaea viscosa GREEN HOPSEED BUSH	5 GAL.	?	
Encelia farinosa BRITTLEBUSH	1 GAL.	?	
Eremophila maculata VALENTINE BUSH	5 GAL.	?	
Ericamaria laevis 'Aguirre'	5 GAL.	?	
Euphorbia antispaltica CANDLELLA	1 GAL.	?	
Euphorbia rigida GOPHER PLANT	1 GAL.	?	
Hesperaloe parvifolia 'Brake Lights' 'BRAKE LIGHTS' RED YUCCA	5 GAL.	?	
Justicia californica CHUPAROSA	1 GAL.	?	
Larrea tridentata CREOSOTE	5 GAL.	?	
Leucophyllum langmaniae LYNN'S LEGACY	5 GAL.	?	
ACCENTS ITEM	SIZE	QTY.	COMMENTS
Agave desmettiana AGAVE	5 GAL.	?	
Agave parryi v. Truncata ARTICHOKE AGAVE	5 GAL.	?	
Agave weberi WEBER AGAVE	5 GAL.	?	
Dasyllirion wheeleri DESERT SPOON	5 GAL.	?	
Fouquieria splendens OCOTILLO	MIN. 10', 12 CANES	?	
Opuntia Santa Rita PURPLE PRICKLY PEAR	5 GAL.	?	
GROUND COVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
Lantana 'Gold Mound' GOLD MOUND LANTANA	1 GAL.	?	
Muhlenbergia capillaris 'Regal Mist' REGAL MIST	5 GAL.	?	
Nolina microcarpa BEAR GRASS	5 GAL.	?	
Verbena gooddingii DESERT SPOON	1 GAL.	?	
Verbena rigida SANDPAPER VERBENA	1 GAL.	?	
MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L.I.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L.I.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.



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Tierra Verde East
Preliminary Landscape Plan
Surprise, AZ

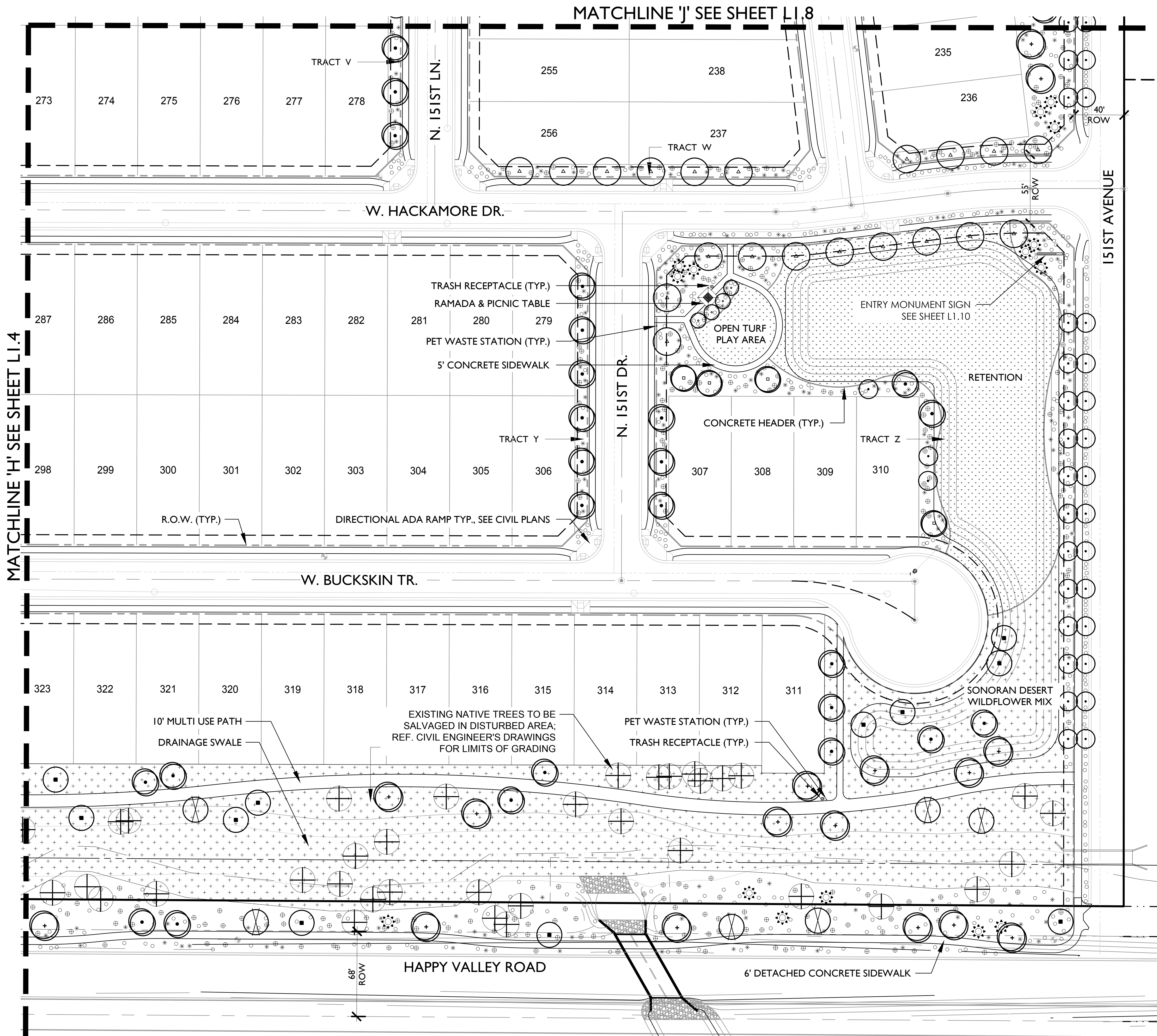
PROJECT NO : 1800535
DATE : 07/27/2018
DRW: TB
RVW: LT

REVISIONS
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LANDSCAPE PLAN

LI.6

3RD SUBMITTAL



LANDSCAPE MATERIAL SCHEDULE

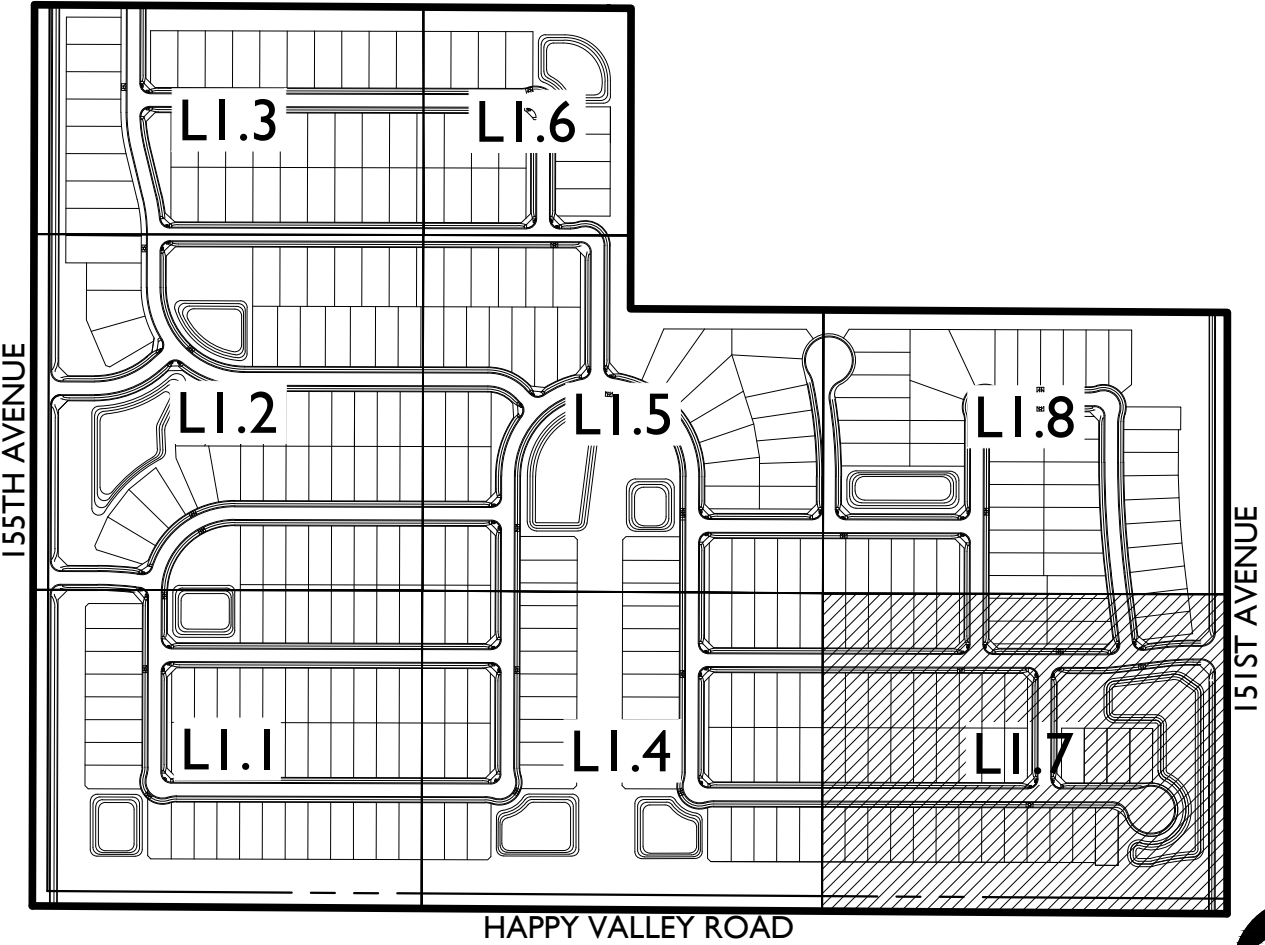
TREES ITEM	SIZE	QTY.	COMMENTS
<i>Acacia aneura</i> MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
<i>Acacia willardiana</i> PALO BLANCO	24" BOX	?	
<i>Chilopsis linearis</i> DESERT WILLOW	15 GAL.	?	
<i>Cercidium floridum</i> BLUE PALO VERDE	24" BOX 36" BOX	?	
<i>Cercidium hybrid</i> 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
<i>Olneya tesota</i> DESERT IRONWOOD	24" BOX 36" BOX	?	
<i>Prosopis hybrid</i> 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
<i>Prosopis velutina</i> NATIVE MESQUITE	24" BOX	?	
Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
Salvage Saguaro REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	SAGUAROS AVAILABLE FOR USE ON SITE

SHRUBS ITEM	SIZE	QTY.	COMMENTS
<i>Asclepias subulata</i> DESERT MILKWEED	1 GAL.	?	
<i>Cordia parvifolia</i> LITTLE LEAF CORDIA	5 GAL.	?	
<i>Dodonaea viscosa</i> GREEN HOPSEED BUSH	5 GAL.	?	
<i>Encelia farinosa</i> BRITTLEBUSH	1 GAL.	?	
<i>Eremophila maculata</i> VALENTINE BUSH	5 GAL.	?	
<i>Ericamaria laevis</i> 'Aguirre' TURPENTINE BUSH	5 GAL.	?	
<i>Euphorbia antipathitica</i> CANDELLA	1 GAL.	?	
<i>Euphorbia rigida</i> GOPHER PLANT	1 GAL.	?	
<i>Hesperaloe parvifolia</i> 'Brake Lights' BRAKE LIGHTS' RED YUCCA	5 GAL.	?	
<i>Justicia californica</i> CHUPAROSA	1 GAL.	?	
<i>Larrea tridentata</i> CREOSOTE	5 GAL.	?	
<i>Leucophyllum langmaniae</i> LYNN'S LEGACY	5 GAL.	?	

ACCENTS ITEM	SIZE	QTY.	COMMENTS
<i>Agave desmetiana</i> AGAVE	5 GAL.	?	
<i>Agave parryi</i> v. <i>Truncata</i> ARTICHOKE AGAVE	5 GAL.	?	
<i>Agave weberi</i> WEBER AGAVE	5 GAL.	?	
<i>Dasylirotrion wheeleri</i> DESERT SPOON	5 GAL.	?	
<i>Fouquieria splendens</i> OCOTILLO	MIN. 10", 12 CANES	?	
<i>Opuntia Santa Rita</i> PURPLE PRICKLY PEAR	5 GAL.	?	

GROUND COVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
<i>Lantana 'Gold Mound'</i> GOLD MOUND LANTANA	1 GAL.	?	
<i>Muhlenbergia capillaris</i> 'Regal Mist' REGAL MIST	5 GAL.	?	
<i>Nolina microcarpa</i> BEAR GRASS	5 GAL.	?	
<i>Verbena gooddingii</i> DESERT SPOON	1 GAL.	?	
<i>Verbena rigida</i> SANDPAPER VERBENA	1 GAL.	?	

MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L.I.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L.I.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.



LANDSCAPE PLAN

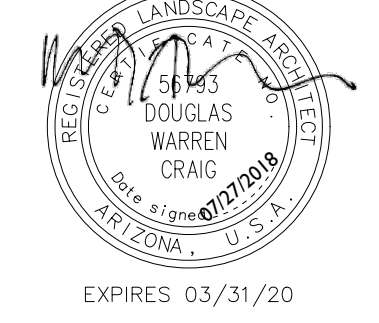
SCALE: 1" = 40'-0"



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Tierra Verde East

Preliminary Landscape Plan

Surprise, AZ

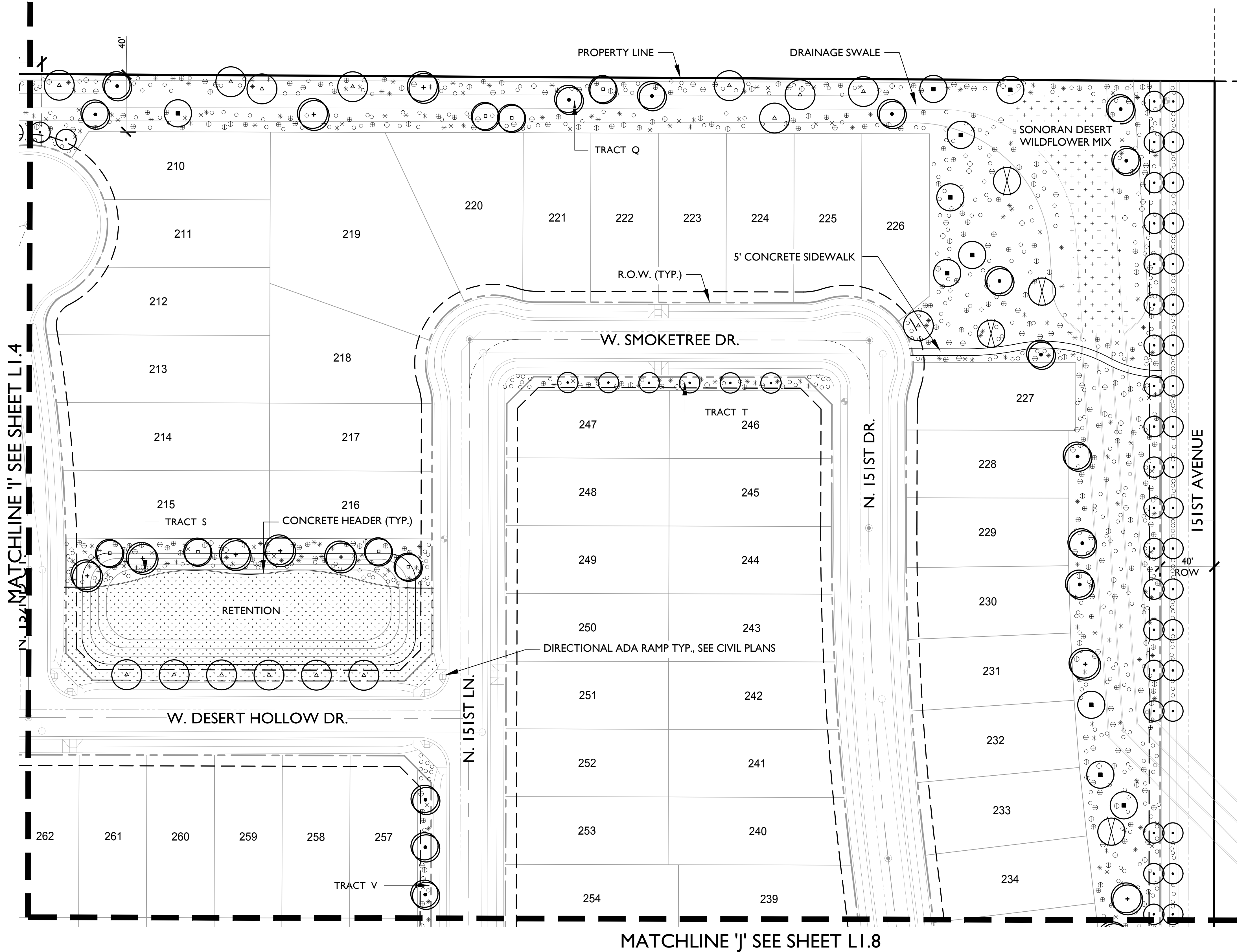
PROJECT NO.: 1800535
DATE: 07/27/2018
DRW: TB
RVW: LT

REVISIONS
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LANDSCAPE PLAN

LI.7

SHEET 8 OF 11

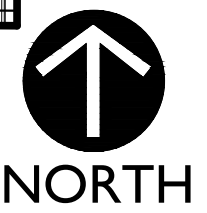
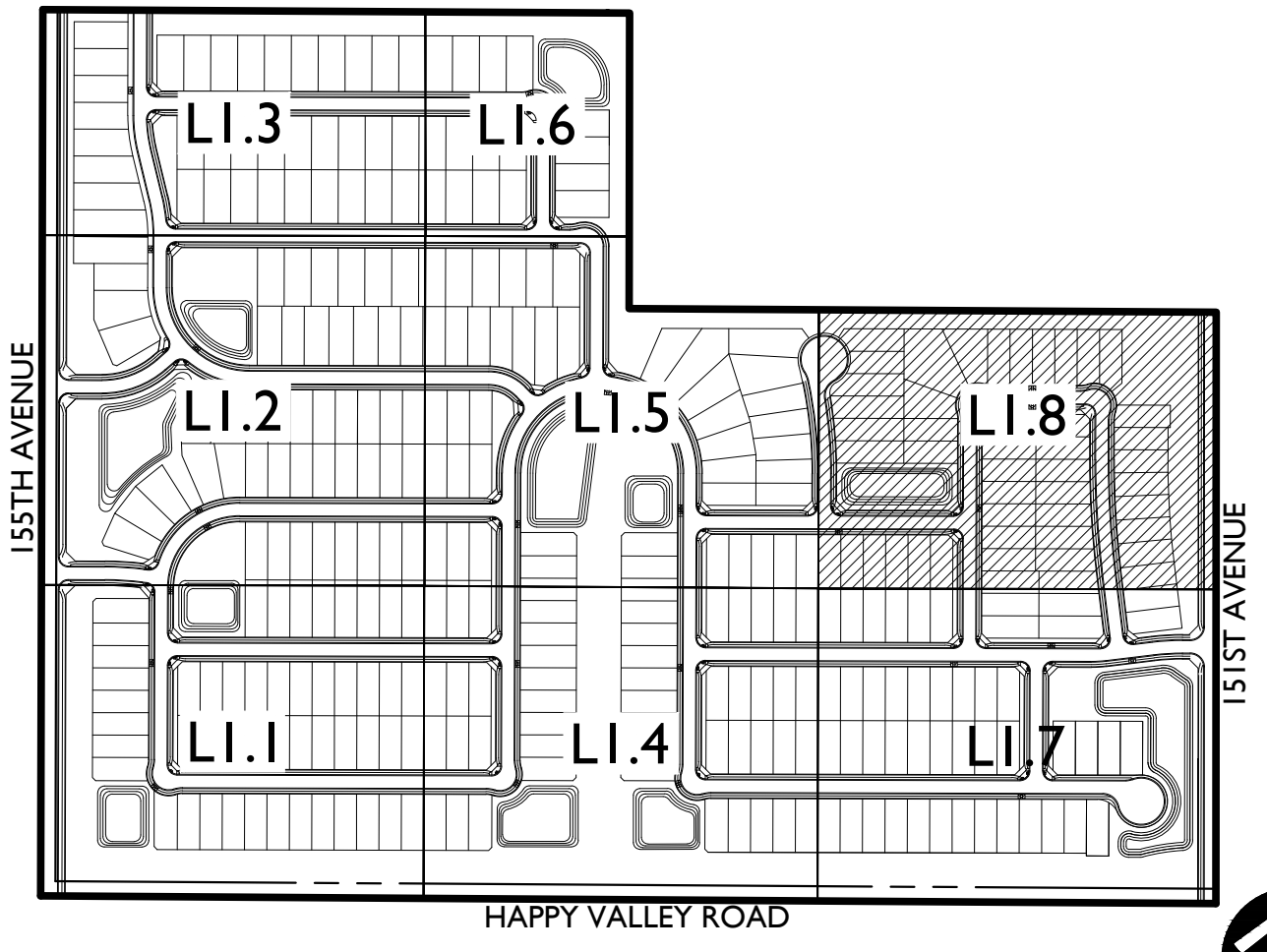


LANDSCAPE PLAN

SCALE: 1" = 40'-0"

LANDSCAPE MATERIAL SCHEDULE

TREES ITEM	SIZE	QTY.	COMMENTS
Acacia aneura MULGA	24" BOX 36" BOX	?	25% OF STREET TREES ALONG 155TH AVE TO BE 36" BOX
Acacia willardiana PALO BLANCO	24" BOX	?	
Chilopsis linearis DESERT WILLOW	15 GAL.	?	
Cercidium floridum BLUE PALO VERDE	24" BOX 36" BOX	?	
Cercidium hybrid 'Desert Museum' DESERT MUSEUM PALO VERDE	24" BOX	?	
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Prosopis hybrid 'AZT Thornless' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX 36" BOX	?	
Prosopis velutina NATIVE MESQUITE	24" BOX	?	
Salvage Tree REFER TO LANDSCAPE INVENTORY PLAN	PER PLAN	?	TREES AVAILABLE FOR USE ON SITE
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Dodonaea viscosa GREEN HOPSEED BUSH	5 GAL.	?	
Encelia farinosa BRITTLEBUSH	1 GAL.	?	
Eremophila maculata VALENTINE BUSH	5 GAL.	?	
Ericamaria laevisfolia 'Aguirre' TURPENTINE BUSH	5 GAL.	?	
Euphorbia antisyphilitica CANDELLA	1 GAL.	?	
Euphorbia rigida GOPHER PLANT	1 GAL.	?	
Hesperaloe parvifolia 'Brakeights' 'BRAKEIGHTS' RED YUCCA	5 GAL.	?	
Justicia californica CHUPAROSA	1 GAL.	?	
Larrea tridentata CREOSOTE	5 GAL.	?	
Leucophyllum langmaniae LYNN'S LEGACY	5 GAL.	?	
ACCENTS ITEM	SIZE	QTY.	COMMENTS
Agave desmettiana AGAVE	5 GAL.	?	
Agave parryi v. Truncata ARTICHOKE AGAVE	5 GAL.	?	
Agave weberi WEBER AGAVE	5 GAL.	?	
Dasyliroon wheeleri DESERT SPOON	5 GAL.	?	
Fouquieria splendens OCOTILLO	MIN. 10', 12 CANES	?	
Opuntia Santa Rita PURPLE PRICKLY PEAR	5 GAL.	?	
GROUNDCOVER / GRASSES ITEM	SIZE	QTY.	COMMENTS
Lantana 'Gold Mound' GOLD MOUND LANTANA	1 GAL.	?	
Muhlenbergia capillaris 'Regal Mist' REGAL MIST	5 GAL.	?	
Nolina microcarpa BEAR GRASS	5 GAL.	?	
Verbena gooddingii DESERT SPOON	1 GAL.	?	
Verbena rigida SANDPAPER VERBENA	1 GAL.	?	
MISCELLANEOUS ITEM	SIZE	QTY.	COMMENTS
SONORAN DESERT WILDFLOWER MIX			BY: GRANITE SEED AND EROSION CONTROL
CONCRETE HEADER	6"	? L.F.	FIELD VERIFY L.F., REFER TO DETAIL ? / L1.??
ROCK MULCH - 1/2" SCREENED 'EXPRESS BROWN'	1/2" SCREENED	? S.F.	2" DEPTH, FIELD VERIFY S.F., REFER TO DETAIL ? / L1.??
TURF - 'SANTA ANA' BERMUDA SOD		240,553 S.F.	FIELD VERIFY S.F.

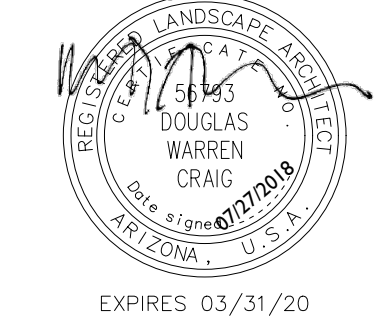


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TERRA VERDE EAST

PRELIMINARY LANDSCAPE PLAN

SURPRISE, AZ

PROJECT NO : 1800535

DATE : 07/27/2018

DRW: TB

RVW: LT

REVISIONS

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LANDSCAPE PLAN

L1.8

SHEET 9 OF 11

TERRA VERDE EAST

PRELIMINARY LANDSCAPE PLAN

SURPRISE, AZ

PROJECT NO : 1800535
DATE : 07/27/2018
DRW: TB
RVW: LT

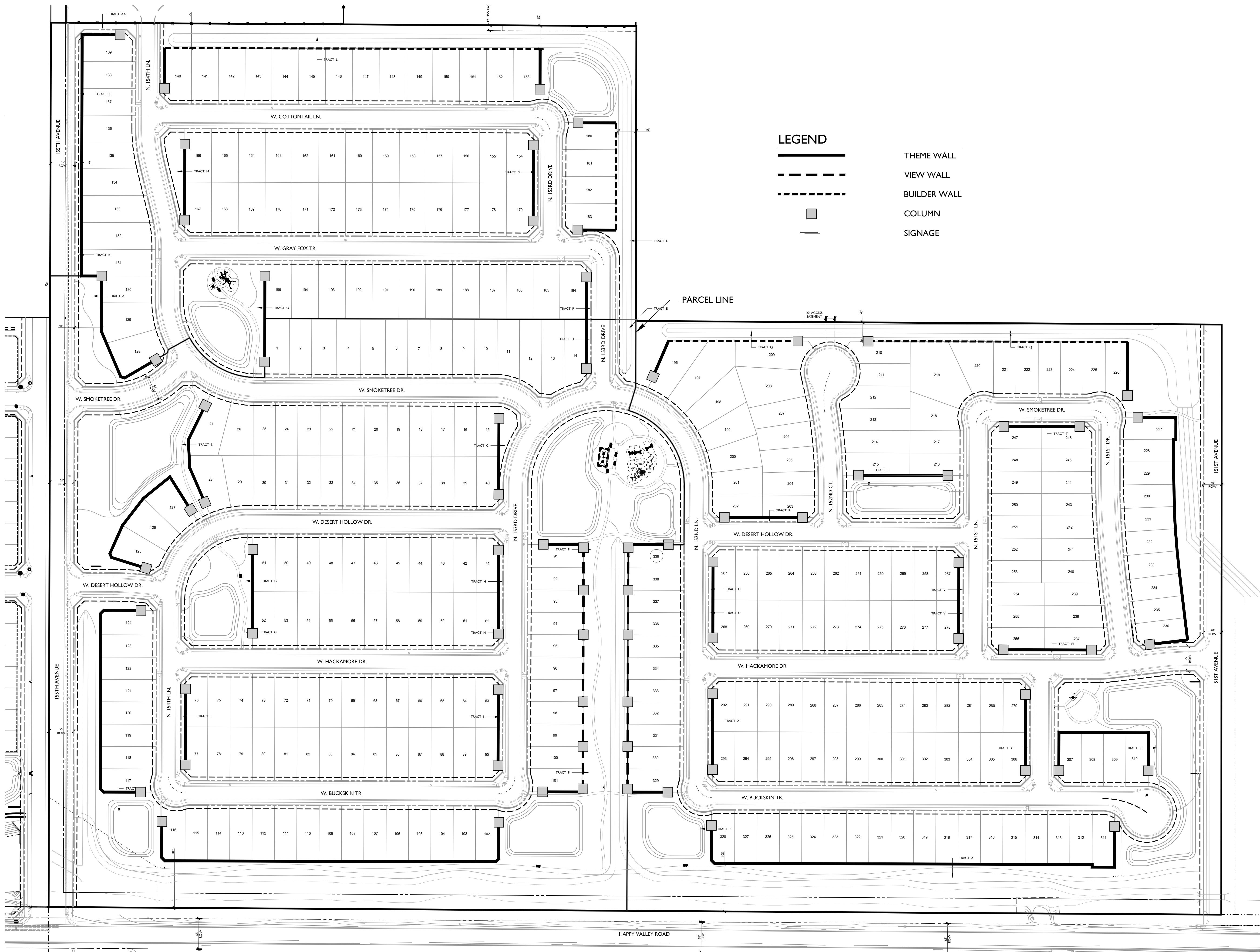
REVISIONS	
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WALL PLAN

L1.9

SHEET 10 OF 11

3RD SUBMITTAL



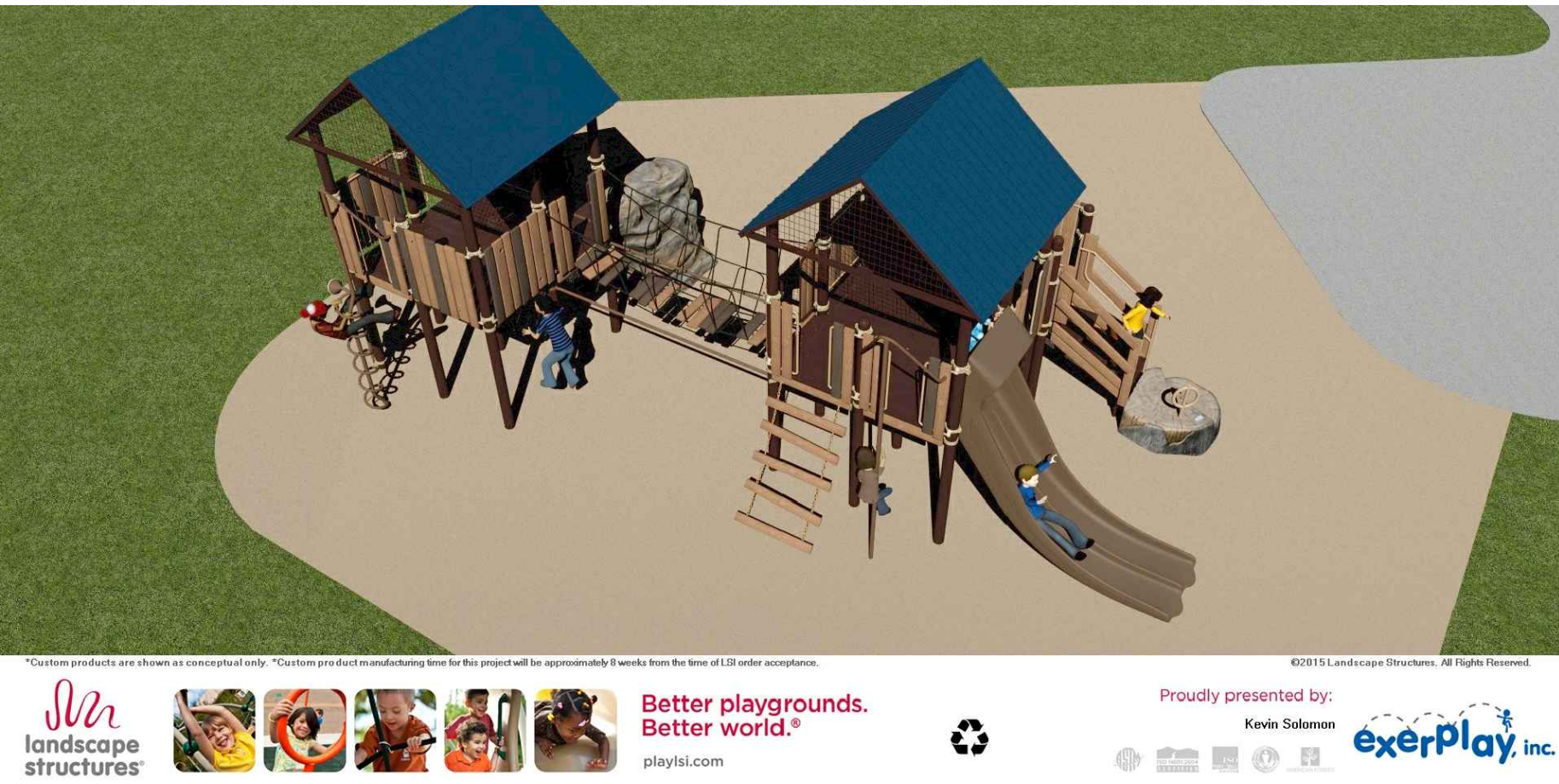
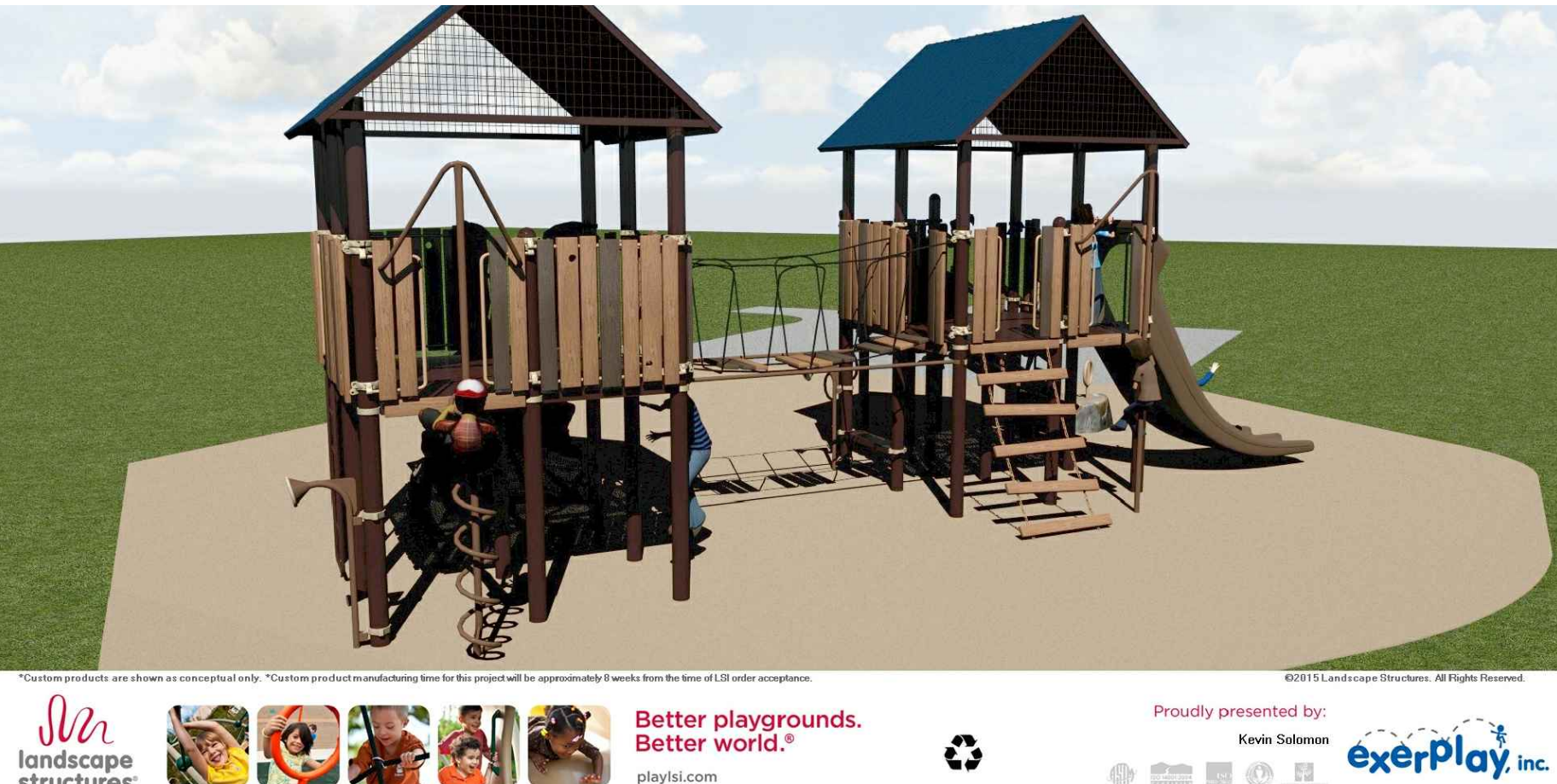
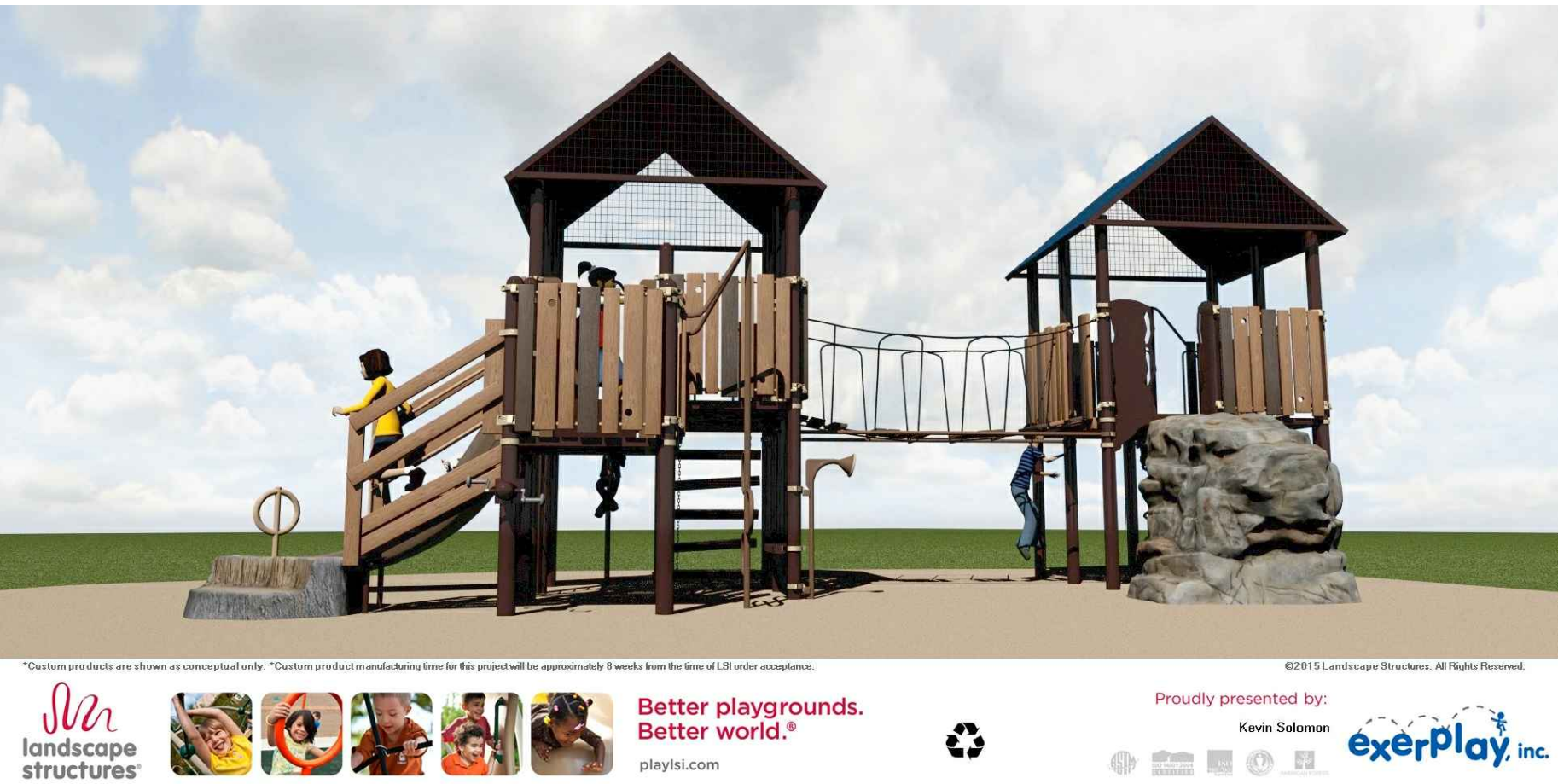
1 WALL PLAN

SCALE: 1" = 100'-0"

0 100' 200'



PLAYGROUND FEATURES



PLAY STRUCTURES

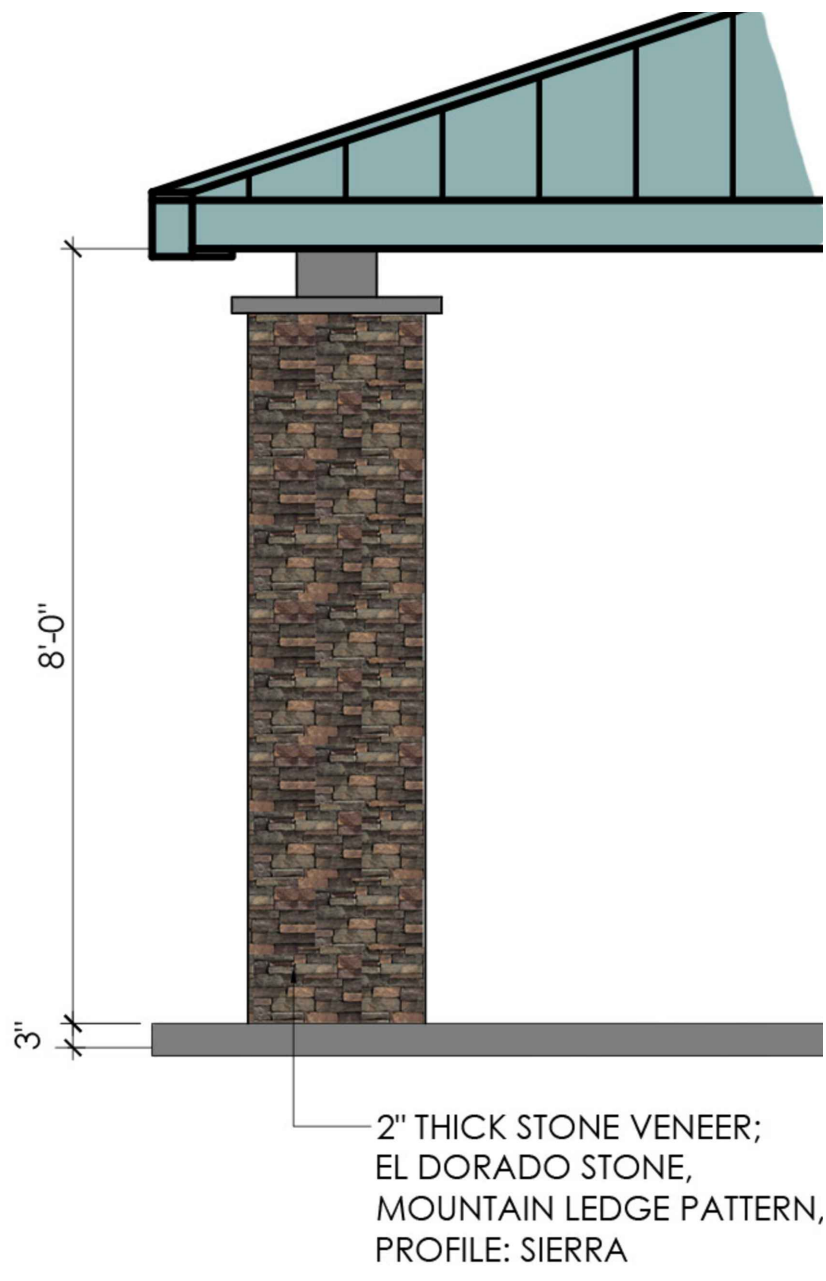
SITE FURNISHINGS



MAIL BOX KIOSK



RAMADA - MESA BY CLASSIC RECREATION

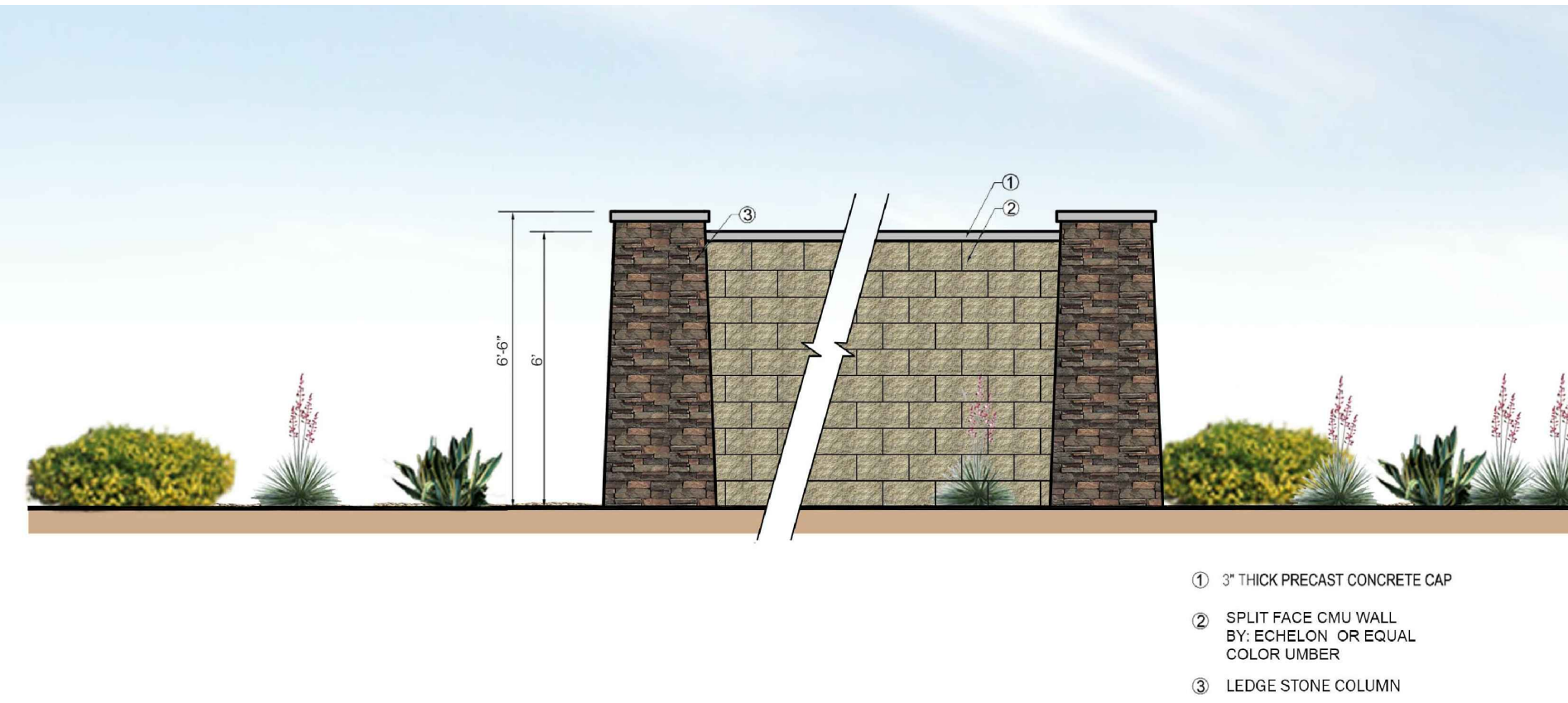


MONUMENT ELEVATIONS

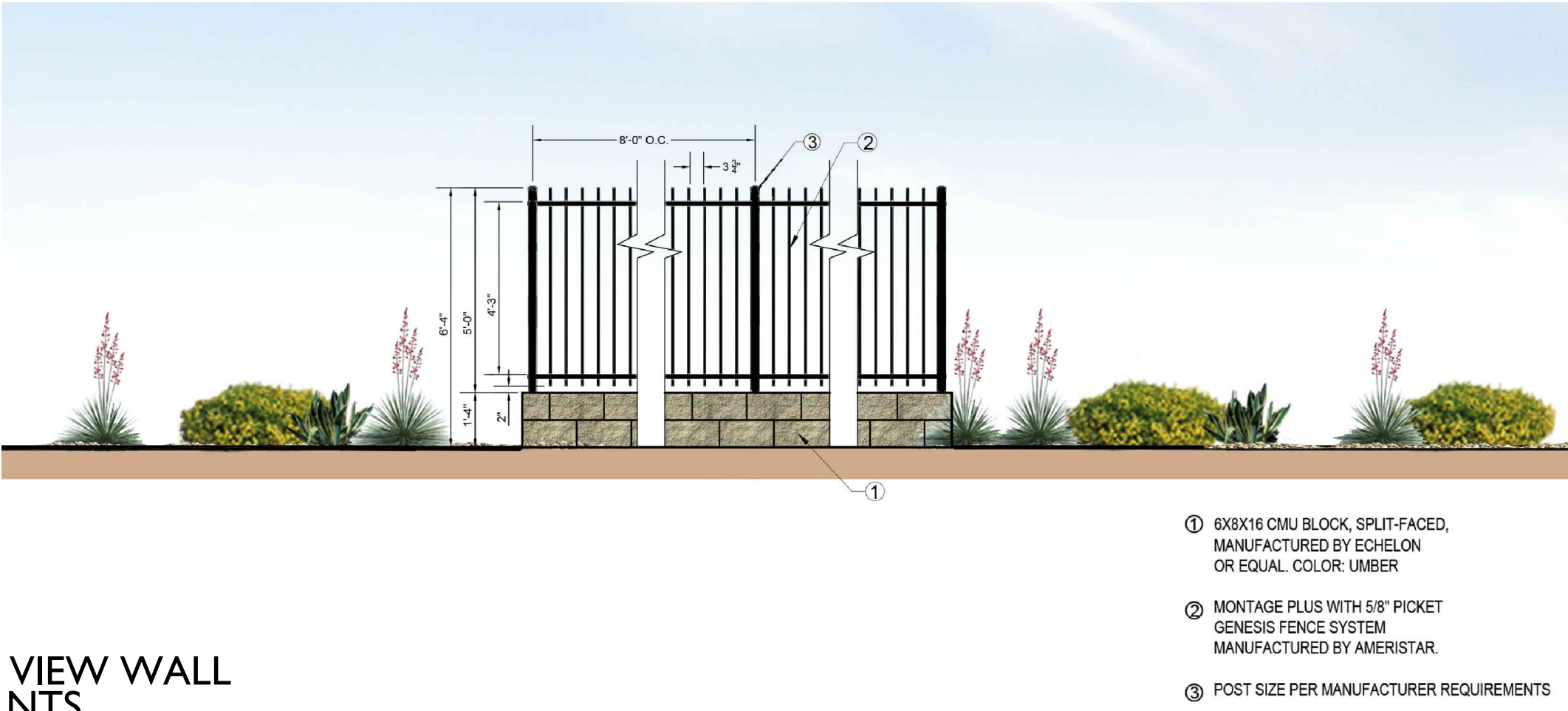


MONUMENT SIGN NTS

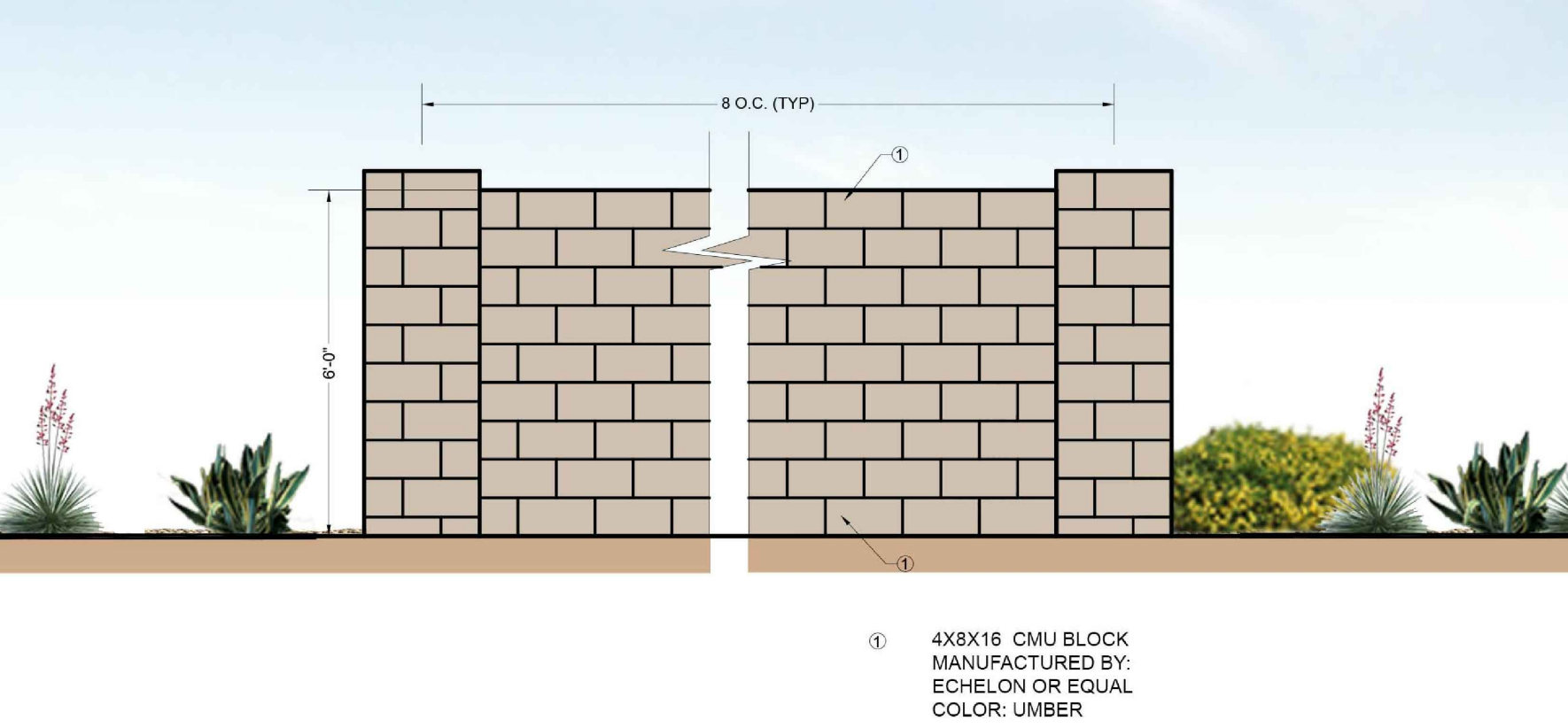
WALL ELEVATIONS



THEME WALL NTS



VIEW WALL NTS



BUILDER WALL NTS

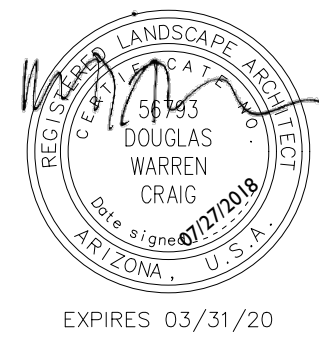
TIERRA VERDE EAST
PRELIMINARY LANDSCAPE PLAN
SURPRISE, AZ

PROJECT NO.:	1800535
DATE:	07/27/2018
DRW:	TB
RWW:	LT

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COMMUNITY AMENITIES

LI.10



Tierra Verde East

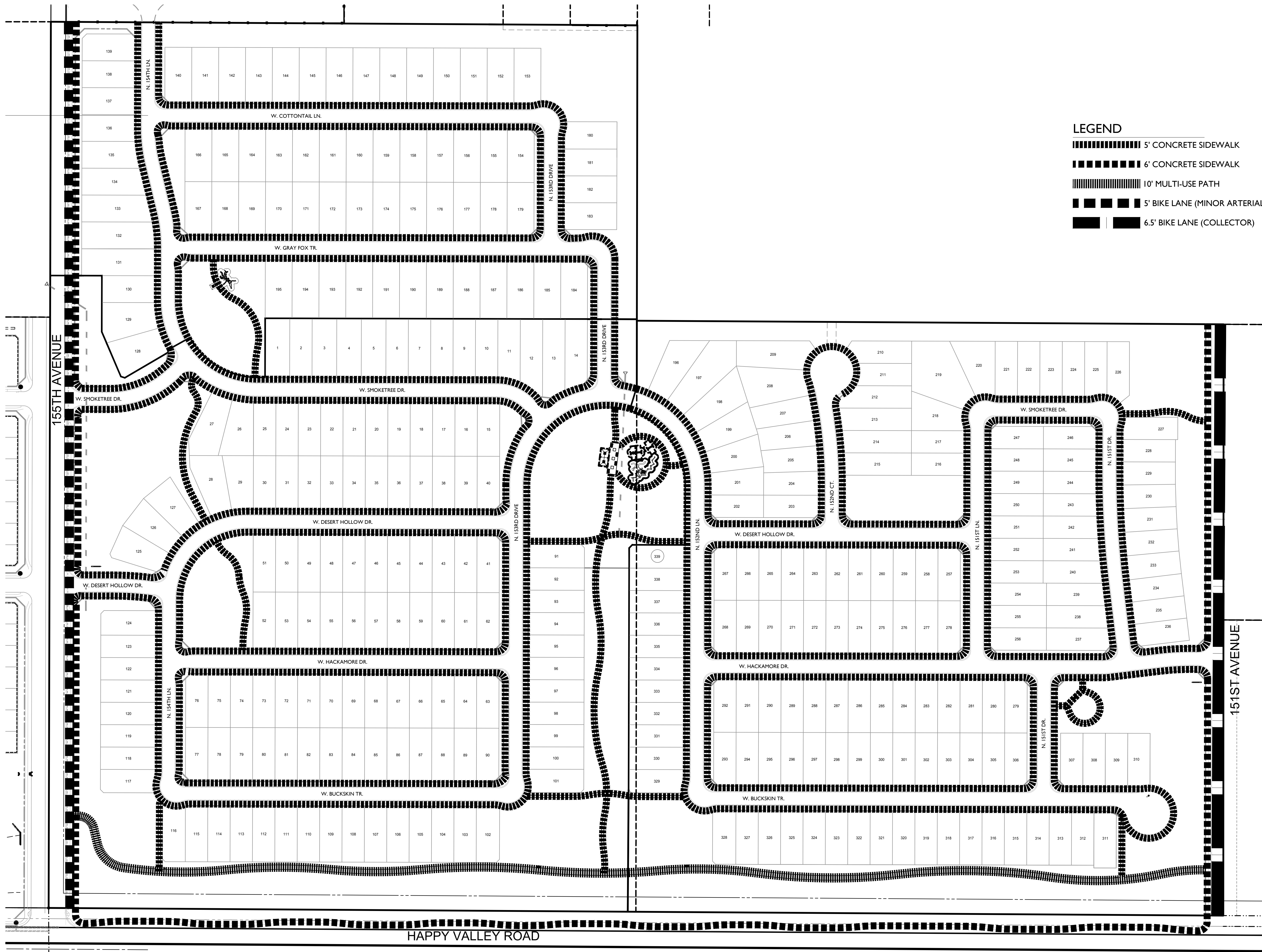
Surprise, AZ

PROJECT NO : 1800535
DATE : 07/27/18
DRW: AV
RVW:

REVISIONS	
△	----
△	----
△	----
△	----
△	----

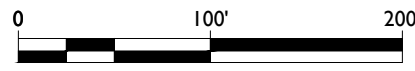
VEHICLE, BICYCLE & PEDESTRIAN CIRCULATION PLAN

3RD SUBMITTAL



- LEGEND
- 5' CONCRETE SIDEWALK
 - 6' CONCRETE SIDEWALK
 - 10' MULTI-USE PATH
 - 5' BIKE LANE (MINOR ARTERIAL)
 - 6.5' BIKE LANE (COLLECTOR)

SCALE: 1" = 100'-0"





DYSART UNIFIED SCHOOL DISTRICT

BUSINESS AND TECHNOLOGY SERVICES

Mary Simmons, Administrative Assistant

11405 N. Dysart Road
El Mirage, AZ 85335
623.876.7008
FAX: 623.876.7046
masimmons@dysart.org

February 3, 2006

Voyager Surprise 100, LLC
6900 East Second Street
Scottsdale, AZ 85251

RE: Dysart Unified School District
Developer Donation Agreement – Tierra Verde East

Dear Sir or Madam:

Enclosed please find a fully executed copy of the Donation Agreement between Dysart Unified School District and Voyager Surprise 100, LLC, developer of Tierra Verde East.

We have also included the Governing Board agenda item which shows approval of this agreement.

If you have any questions, please don't hesitate to call our office.

Sincerely,

Mary Simmons
Administrative Assistant to
Scott W. Thompson
Executive Director for Business Services

Enclosures: Developer Agreement
Governing Board Agenda Item

DYSART UNIFIED SCHOOL DISTRICT #89

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Mark Maksimowicz	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	January 4, 2006		
AGENDA ITEM:	<u>*Recommendation to Approve a Donation Agreement with Voyager Surprise 100, LLC,</u> <u>Developer of Tierra Verde East</u>		
INITIATED BY:	<u>Mr. Vern Wolfley</u>	SUBMITTED BY:	<u>Mr. Scott Thompson</u>
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:		<u>BBA</u>	

SUPPORTING DATA

Voyager Surprise 100, LLC, developer of the Tierra Verde East Development would like to make a charitable cash donation to defray the expense associated with an increase in the population of students. The prepared Donation Agreement is attached.

The Donation Agreement has been reviewed by legal counsel, Mr. Don Peters of Miller LaSota Peters for the District.

SUMMARY AND RECOMMENDATION

It is recommended the Governing Board approve the donation agreement with Voyager Surprise 100, LLC, developers for the Tierra Verde East development.

Superintendent M. Say

ACTION BY BOARD

Motion Offerman Second Bass

Vote Unanimous

Agenda Item II.34

DONATION AGREEMENT

Tierra Verde East

THIS DONATION AGREEMENT ("Agreement") is made by and between Dysart Unified School District No. 89 of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District"), and Voyager Surprise 100, LLC ("Developer"). The District and Developer are referred to herein collectively as "the parties."

RECITALS:

A. Developer owns certain real property in Surprise, Arizona (the "City"), to be used for a development known as Tierra Verde East, as more particularly described in Exhibit A, attached hereto (the "Property").

B. Development of the Property will increase the population of students attending public schools within the District, which in turn will increase the need for public school facilities within the District. The Developer is willing to make, and the District is willing to accept, cash donations to defray the expense to the District associated with an increase in the population of students.

AGREEMENT:

For and in consideration of the covenants contained herein, the District and Developer, intending to be legally bound, state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference. Developer warrants that it owns the Property and has the authority to make this agreement.
2. Conditions. It is a condition of the continuing effect and enforceability of this Agreement that, with regard to the Property, the District not have opposed any zoning or entitlement application or request of Developer, including without limitation, any preliminary or final plat application for the Property or a portion thereof; and that, if requested to do so by Developer or the governmental authority with jurisdiction, the District provide the governmental authority promptly and in a timely manner with written confirmation thereof.
3. Cash Donation by Developer to the District. Subject to the terms and conditions of this Agreement, Developer, for itself and its successors-in-ownership and assigns, including, without limitation, any affiliate of Developer and any homebuilder initially constructing or placing a dwelling unit on the Property, agrees to pay the following amount for each dwelling unit so constructed or placed on the Property:

Type of Dwelling	Donation (per unit)
House	\$1,000
Condominium	\$ 750
Apartment	\$ 400
Mobile Home	\$ 400

Developer shall contribute all donations as required under this paragraph no later than ninety days after the building permit for construction of the particular Dwelling Unit is issued by the City. No donation shall be payable in connection with any reconstruction or subsequent construction of a Dwelling Unit on a particular portion of the Property after the donation for such portion of the Property has been initially paid.

4. Future Development Fees. Notwithstanding the foregoing or anything herein to the contrary, Developer desires that it receive credit for the money donated to the District, if at any time in the future, any federal, state, county, municipal or any other governmental or quasi governmental authority with jurisdiction over the Property lawfully imposes any development fee, impact fee, dedication requirement, exaction or similar fee or charge on the Property (individually, a "Development Fee" and collectively, the "Development Fees") through the exercise of either its police power or its taxing power (other than secondary real estate taxes, general obligation bonds and school district override elections) in connection with or related to the acquisition, development, construction, improvement and operation of public school facilities within the District. While the District offers no assurances to the Developer that it is empowered or authorized to provide Developer with a credit against Development Fees which may be assessed on the Property, the District, to the extent it is permitted by law to do so, agrees to the contents of this Section.

(a) If the Development Fees imposed on the Property are less than the total donations required under this Agreement, then no Development Fees shall be due and payable by Developer to or for the benefit of the District (but the remainder of this Agreement shall continue in full force and effect); or

(b) If the Development Fees imposed on the Property are greater than the total donations required under this Agreement, then Developer shall receive a credit against the Development Fees in the amount of the total donations, and Developer shall only be obligated to pay to or for the benefit of the District an amount equal to the difference between the Development Fees and the total donations.

5. Default and Remedies. Developer acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting party

shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative. Developer acknowledges the sufficiency of the consideration for this agreement and irrevocably waives lack of consideration as a defense to the enforcement of this Agreement.

6. Notices. Any and all notices, consents or other communications required or permitted by this Agreement shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

To Developer: Voyager Surprise 100, LLC
6900 East Second Street
Scottsdale, AZ 85251
(480) 946-9637 fax

To the District: Dysart Unified School District of
Arizona No. 89
Attention: Superintendent
11405 North Dysart Road
El Mirage, AZ 85338
(623) 876-7042 fax

With a copy to: Miller LaSota & Peters, PLC
Attention: Donald M. Peters
722 East Osborn, Suite 100
Phoenix, AZ 85014
(602) 248 2999 fax

or at any other address or telecopier number designated by any party hereto in writing. Any notice or communication shall be deemed to have been delivered and received (i) as of the date of receipt, if sent by telecopier (with written confirmation of error-free transmission) on or before 5:00 p.m., Phoenix time; (ii) as of the next day of receipt, if sent by telecopier (with written confirmation of the date and time of transmissions and receipt) after 5:00 p.m., Phoenix time; (iii) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; (iv) three (3) days after the date of mailing, if mailed by registered or certified mail.

7. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the District or Developer of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

(b) Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any default hereunder, the party prevailing in any such action

or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.

(c) Counterparts. This Agreement may be executed in two or more 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 may all be attached to a single instrument.

(d) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the District and the Developer and its successors-in-ownership and assigns. Upon the conveyance of all or any portion of the Property by Developer or its successors-in-ownership or assigns and the written assumption by such transferee of the obligations of the Developer under this Agreement with respect to the portion of the Property conveyed, Developer or its successors-in-ownership or assigns, as the case may be, shall be relieved of any further liability or obligations under this Agreement with respect to the portion of the Property conveyed but shall not be relieved or released from any liabilities or obligations incurred during the period of its ownership of the Property. The Developer shall provide the District written notice of any such conveyance and assumption of obligations within thirty (30) days after the conveyance. The liabilities and obligations of Developer and its successors-in-ownership and assigns are several obligations, and not joint and several obligations, and may only be enforced against the party then in default, and, notwithstanding any default by the owner of the portion of the Property, this Agreement shall remain in full force and effect with respect to the other owners of the Property.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Developer and the District. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

(h) Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.

(i) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona.

(j) Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511 or any successor statute.

(k) Severability. In the event that (a) the Attorney General of Arizona issues or affirms an opinion which finds any part of this Agreement to be illegal, invalid or unenforceable, or (b) any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT:

DYSART UNIFIED SCHOOL DISTRICT
NO. 89 OF MARICOPA COUNTY,
ARIZONA, a political subdivision of the
State of Arizona

By: 

Its: Governing Board President

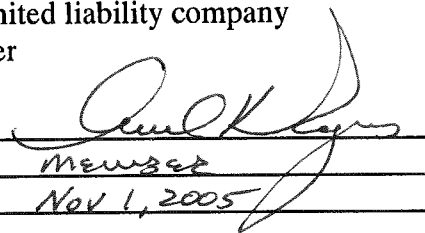
Date: 1.4.06

DEVELOPER:

Voyager Surprise 100, LLC, an Arizona
limited liability company

By: Voyager Investment Properties, LLC an
Arizona limited liability company

Its: Manager

By: 

Its: Manager

Date: Nov 1, 2005

EXHIBIT A

Property legal description

**Approximately 100 acres located in the general vicinity of the
NE corner of 155th Ave. and Happy Valley Road alignments,
Maricopa County, Arizona**

PARCEL NO. 1

The West half of the Southwest quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North half of the North half thereof.

PARCEL NO. 2

The Southeast quarter of the Southwest quarter of Section 5, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

From: [PLANTE, BARBARA S GS-12 USAF AETC 56 FW/CIT](#)
To: [Heather Donaldson](#)
Subject: Declined: [Non-DoD Source] CR18-041 - Tierra Verde East Concept Meeting

CR18-041
Tierra Verde East
Northeast Corner of Happy Valley Road and 155th Avenue
503-54-011B & 503-54-012
Preliminary Plat and Possible Zoning Amendment

Thank you for the opportunity to provide comments for the concept review meeting for Tierra Verde East. The site is located on approximately 100 acres generally bounded by Happy Valley Road to the south, unincorporated desert parcels to the north, 155th Avenue to the west, and 151st Avenue to the east, in the City of Surprise. The site is located approximately 4.4 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.

The property is currently zoned PAD. The request is to have a density target of 2.8 – 3.4 du/ac.

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. Tierra Verde East, with a target density of 2.8 to 3.4 du/ac fall within these guidelines.

Development of this site as stated in the narrative should not have a negative impact on Luke AFB Operations. The site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. 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.

v/r
Barbara

//SIGNED//

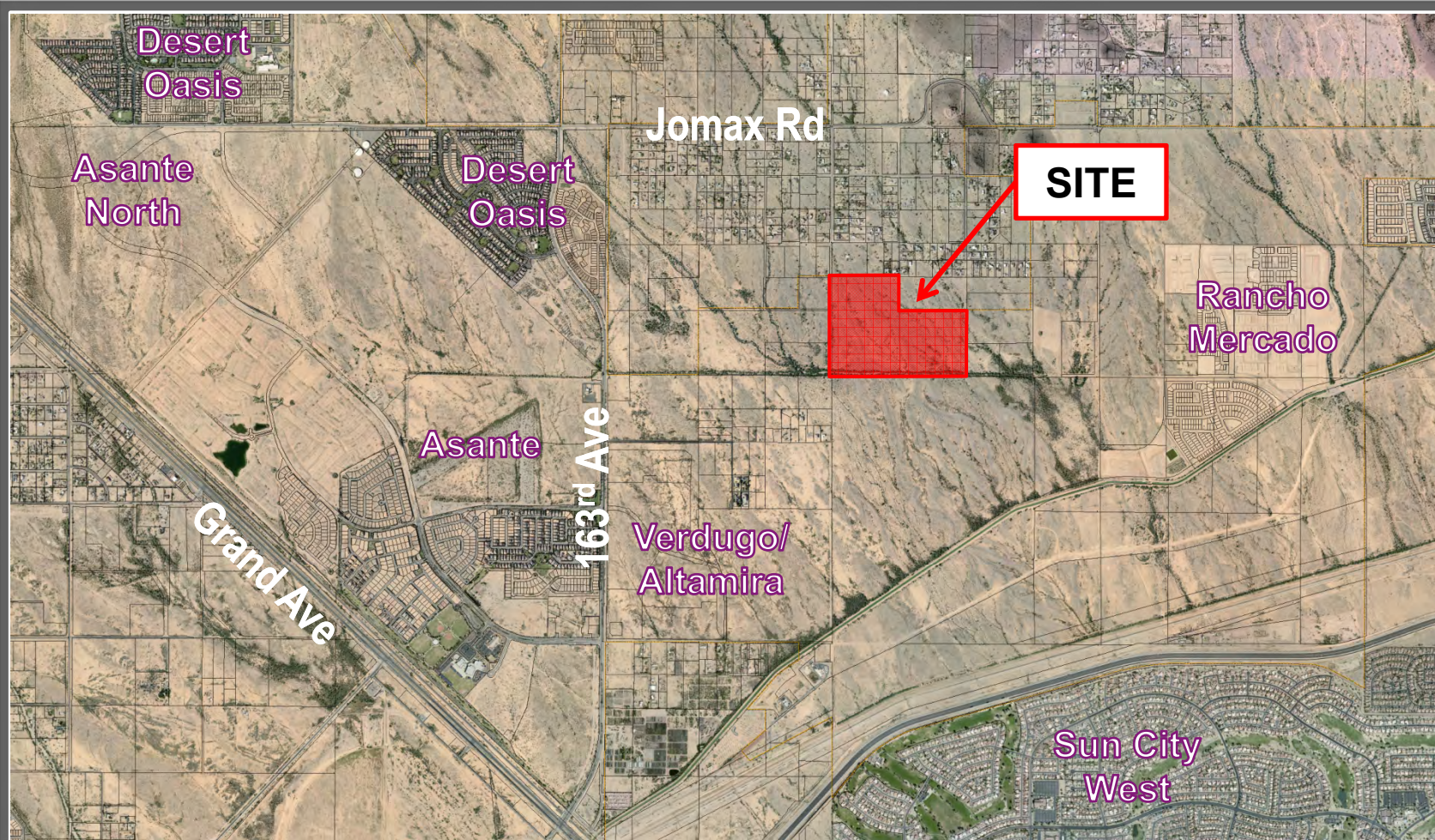
BARBARA S. PLANTE, GS-12, DAFC
56th Fighter Wing
Deputy Director, Community Initiatives Team
14185 W. Falcon Street
Luke AFB AZ 85309-1629
Phone: 623 856-9981



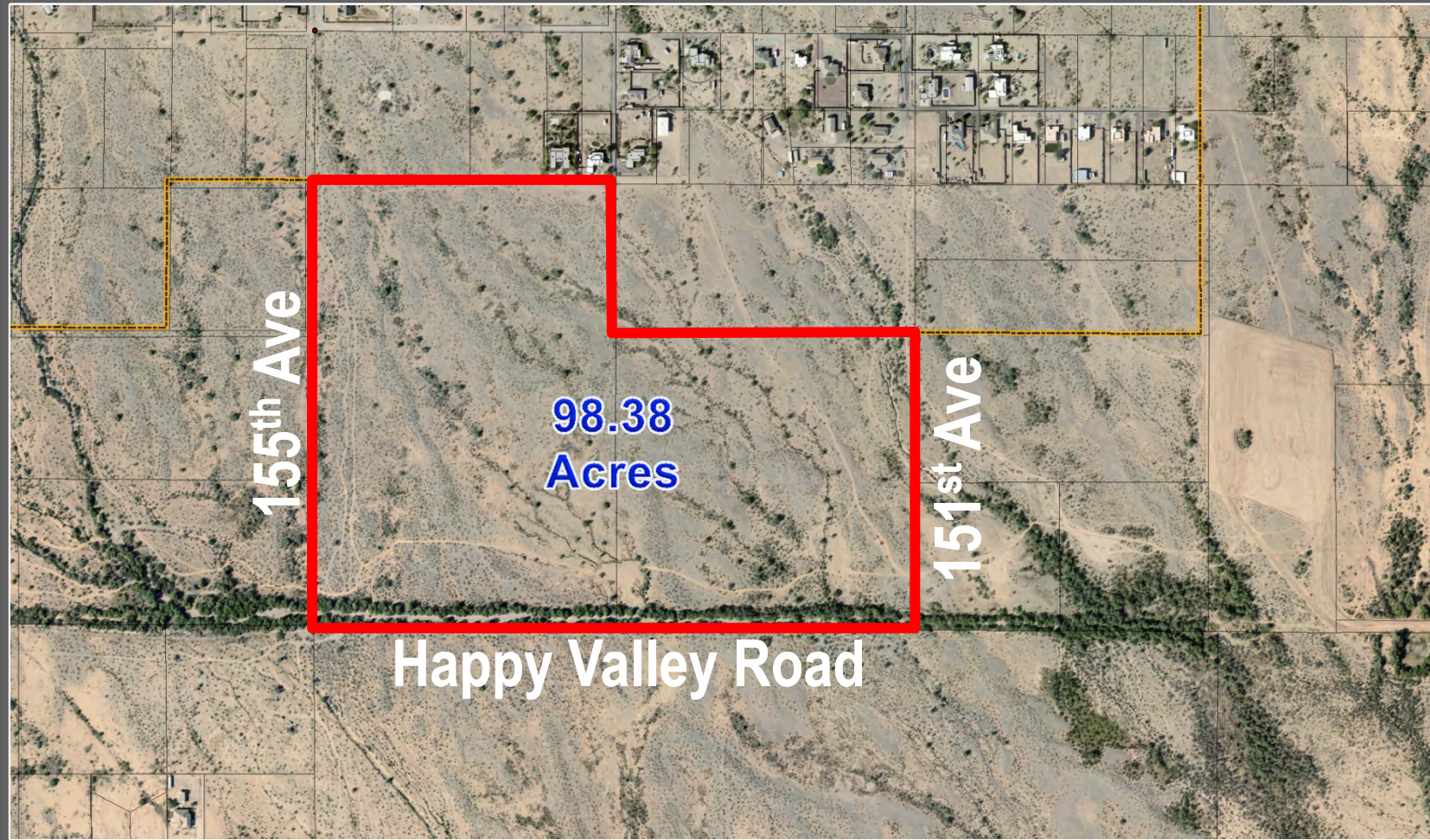
SURPRISE
ARIZONA

Tierra Verde East Preliminary Plat FS18-249

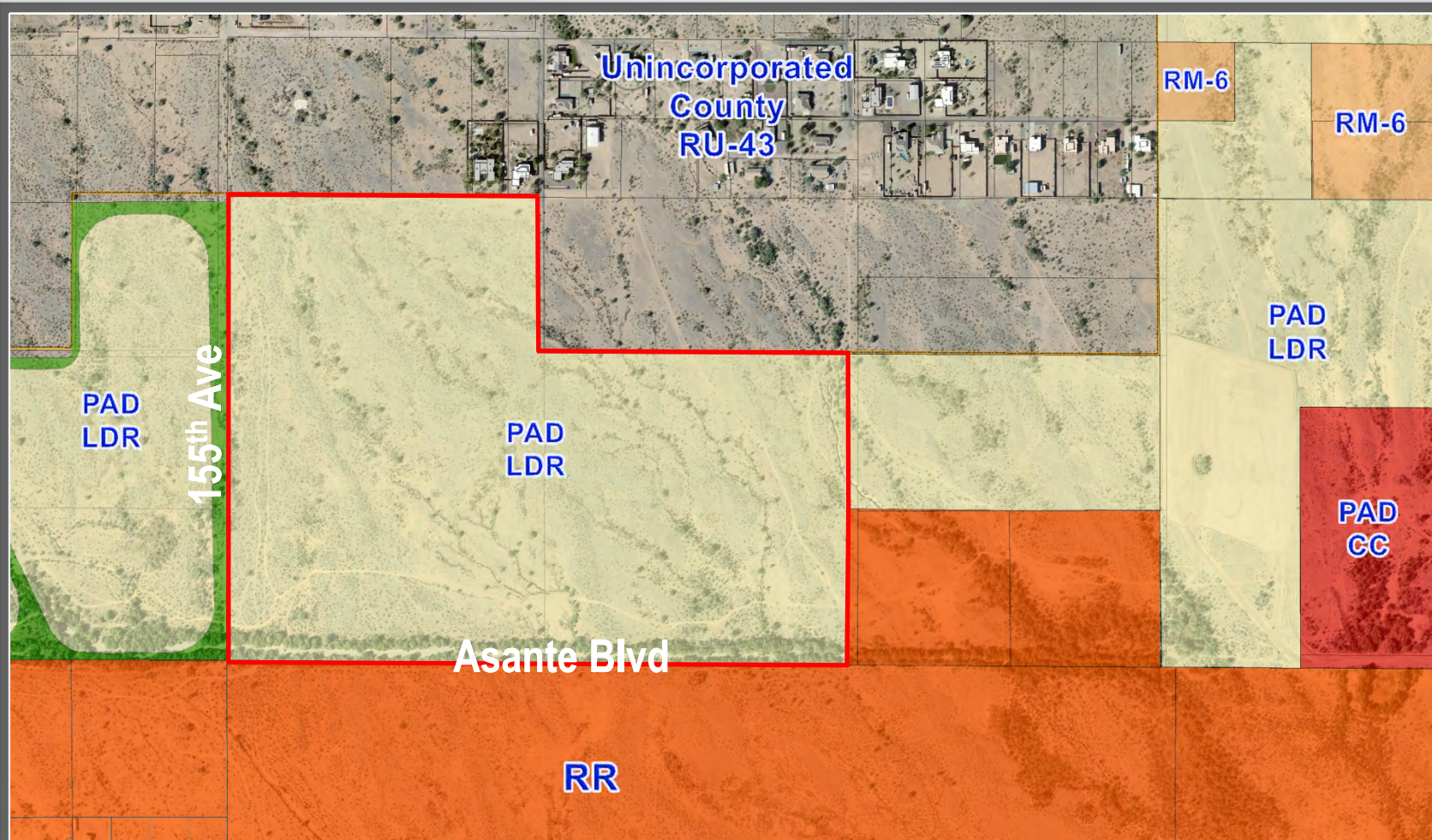
City Council
October 16, 2018



Vicinity Map



Vicinity Map



Surrounding Zoning



Walls & Amenities

PLAYGROUND FEATURES



PLAY STRUCTURES



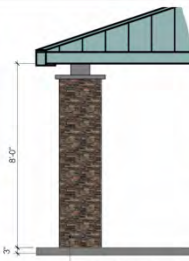
SITE FURNISHINGS



MAIL BOX KIOSK



RAMADA - MESA BY CLASSIC RECREATION



MONUMENT SIGN
NTS



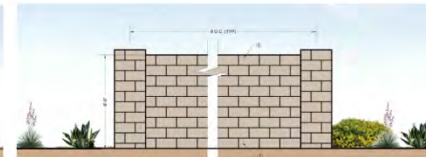
WALL ELEVATIONS



THEME WALL
NTS



VIEW WALL
NTS



BUILDER WALL
NTS



RECOMMENDATION

September 20, 2018

P&Z Commission Recommended Approval to the Mayor and City Council subject to stipulations A – F.





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION #2018-167

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRELIMINARY PLAT ENTITLED "TIERRA VERDE EAST," GENERALLY LOCATED AT THE NORTHEAST CORNER OF 155TH AVENUE AND HAPPY VALLEY ROAD.

WHEREAS, on March 23, 2006, the Mayor and City Council approved the Tierra Verde East Planned Area Development; and,

WHEREAS, the proposed Preliminary Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The Preliminary Plat entitled "Tierra Verde East," dated August 21, 2018 by registered professional civil engineer. is approved, subject to the following conditions:

- A. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a City reviewed and approved engineer's estimate, of their proportional share for the construction of a new traffic signal at the intersection of 163rd Avenue and Happy Valley Road.
- B. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a City reviewed and approved engineer's estimate, for the construction of one-half of the raised median and landscape on 151st Avenue along the project frontage.
- C. Prior to approval of the Final Plat, the Developer will provide a cash-in-lieu payment, per a City reviewed and approved engineer's estimate, for the construction of one-half of the raised median and landscape on 155th Avenue along the project frontage.
- D. The Preliminary Plat shall acknowledge and be noted that a westbound right-turn deceleration lane will be constructed on Happy Valley Road at 155th Avenue within the current right-of-way as part of William Lyon Home's roadway improvement. This will be part of Tierra Verde East's buy-in agreement.
- E. Prior to approval of the Final Plat, the Traffic Impact Analysis prepared by Trace Consulting, LLC. received August 22, 2018 shall be revised to include the following modifications:

1. Revise all references to 2-lane facilities: The developer will be required to construct half street improvements on 155th Ave, 151st Ave, and Happy Valley Road (not just 2-lane facilities), including travel lanes, curb & gutter, sidewalk, landscape buffer strip, and half median. The developer may elect to pay in-lieu fees for the half median.
 2. Delete last paragraph in Section 3.0.
 3. Section 4.0: Site access on 151st Ave is named W Hackamore Dr.
 4. 163rd Avenue is planned as a 6-lane major arterial south of Jomax Road, not a parkway.
- F. 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.

APPROVED AND ADOPTED this _____ day of _____ 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action pertaining to approval of the preliminary plat entitled, "Asante- Parcel 4.5" dated July 17, 2018, a property generally located in the northwest corner of Asante Boulevard and 163rd Avenue.

Motion:

I move to approve the preliminary plat entitled, "Asante- Parcel 4.5" dated July 17, 2018.

Background:

On March 22, 2018 Hilgart Wilson LLC, submitted a request for a Preliminary Plat to allow for the development of a single-family residential subdivision in Parcel 4.5 of the Asante PAD located in the northwest corner of Asante Boulevard and 163rd Avenue. On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS18-154.

Objective Analysis:

This proposed Preliminary Plat will allow for the development of a single-family residential subdivision on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [00 - FS18-154 Asante 4.5 Parcels 1 and 2 - Staff Report](#)
 - ☐ [01 - FS18-154 Asante 4.5 Parcels 1 and 2 - Vicinity Map](#)
 - ☐ [02 - FS18-154 Asante 4.5 Parcels 1 and 2 - Preliminary Plat](#)
 - ☐ [03 - FS18-154 Asante 4.5 Parcels 1 and 2 - Landscape Plan](#)
 - ☐ [04 - FS18-154 Asante 4.5 Parcels 1 and 2 - Circulation Plan](#)
 - ☐ [05 - FS18-154 Asante 4.5 Parcels 1 and 2 - Luke AFB Comments](#)
 - ☐ [06 - FS18-154 Asante 4.5 Parcels 1 and 2 - Presentation](#)
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-154

Project Name: Asante 4.5 Parcels 1 and 2

Council District: 1 – Acacia

Meeting Date: October 16, 2018

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Hilgart Wilson, LLC.

Request: Preliminary Plat for 214 lots.

Site Location: Northwest corner of Asante Boulevard and 163rd Avenue in Asante.

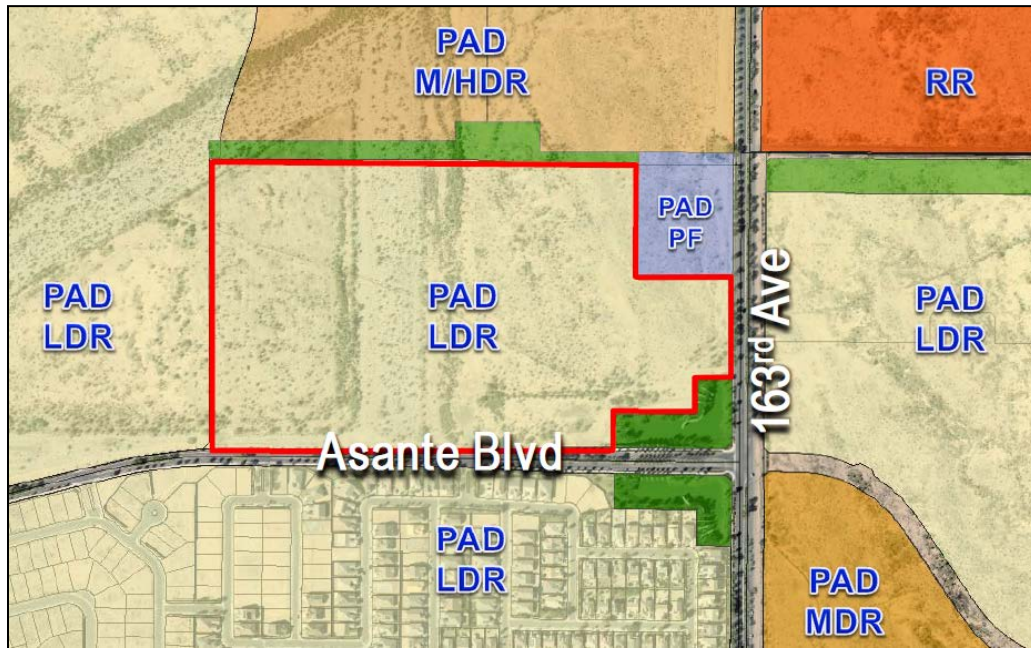
Site Size: 36.89 Acres (approx.)

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-154.

Support/Opposition: None known.

Recommendation: On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend **approval** to the Mayor and City Council of the Preliminary Plat case FS18-154.

Existing Land Zoning:



PAD (LDR)	PAD (M/HDR)	PAD (Public Facility)
PAD (LDR)	PAD (LDR)	PAD (LDR)
PAD (LDR)	PAD (LDR)	PAD (MDR)

Background:

November 3, 1998: The subject parcel was annexed into the City.

November 24, 2004: The Mayor and City Council approved the Asante Planned Area Development (PAD).

November 30, 2017: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR17-656.

March 22, 2018: The applicant filed a request for a Preliminary Plat and a Minor Zoning Amendment approval for a new 214-lots residential subdivision.

August 22, 2018: The Community Development Director approved a Minor Amendment to the Asante Planned Area Development (PAD) to modify the land use map, moving the Public Facility (Parcel 4.8) from the northeast corner of Parcel 4.4 to the northeast corner of Parcel 4.5.

September 20, 2018: The Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of the Preliminary Plat case FS18-154.

Project Description:

Hilgart Wilson, LLC., on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision in parcel 4.5 of the Asante PAD located on the northwest corner of Asante Boulevard and 163rd Avenue. The applicant proposes 214 residential lots with an amenity open space lot on approximately 36.89 acres.

The subject property is zoned Planned Area Development (PAD) and has a land use designations of Low Density Residential. The PAD allows a maximum density of 4.1 dwelling units per acre and this development proposes a total density of 3.78 dwelling units per acre on the subject property.

The proposed subdivision proposes two (2) access points; one (1) on the west side from 166th Drive and another on the south from Jomax Road. The site proposes good pedestrian connectivity from the residential lots to the open space tracts as well as to the existing sidewalks along Asante Boulevard, 163rd Avenue, and 166th Drive. This development will also provide a pedestrian pathway which will connect to a future trail proposed in the development to the north.

The proposed subdivision is composed of 214 single-family detached homes and will be built in two (2) phases. The minimum lot size is 5,420 sq. ft. and the minimum lot width is 48'. The site dedicates 8.74 acres (15.46%) for open space which include a tot lot with playground equipment, BBQ facilities, shaded seating, and a half basketball court. Landscape and retention tracts also contribute to the total open space. The proposed open space and landscape meets the requirements of the Asante PAD (10%).

In conjunction with this preliminary plat, the applicant submitted a request for approval of a Minor Zoning Amendment to the Asante PAD to modify the land use map, moving the Public Facility (Parcel 4.8) from the northeast corner of Parcel 4.4 to the northeast corner of Parcel 4.5. This Minor Zoning Amendment was approved by the Community Development Director on August 22, 2018.

The applicant also submitted two (2) Final Plats (one Final Plat for each development phase) which will be presented to the Mayor and City Council under cases FS18-254 and FS18-255.

80 **Reviewing Agencies:**

81
82 In addition to the standard city internal reviewing departments, the Dysart Unified School District,
83 the Arizona Department of Transportation, Maricopa Water District, and Luke AFB were included in
84 the routing of this request. None of the reviewing agencies indicated any concerns over the
85 request.

86
87 **Summary:**

88
89 Staff believes the proposed Preliminary Plat meets the requirements of the Asante PAD, the SUDC,
90 and the General Plan.

91
92 **Findings:**

- 93
94
 - The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
 - The proposed Preliminary Plat meets the provisions of the Asante PAD and the SUDC as
95 applicable.
96

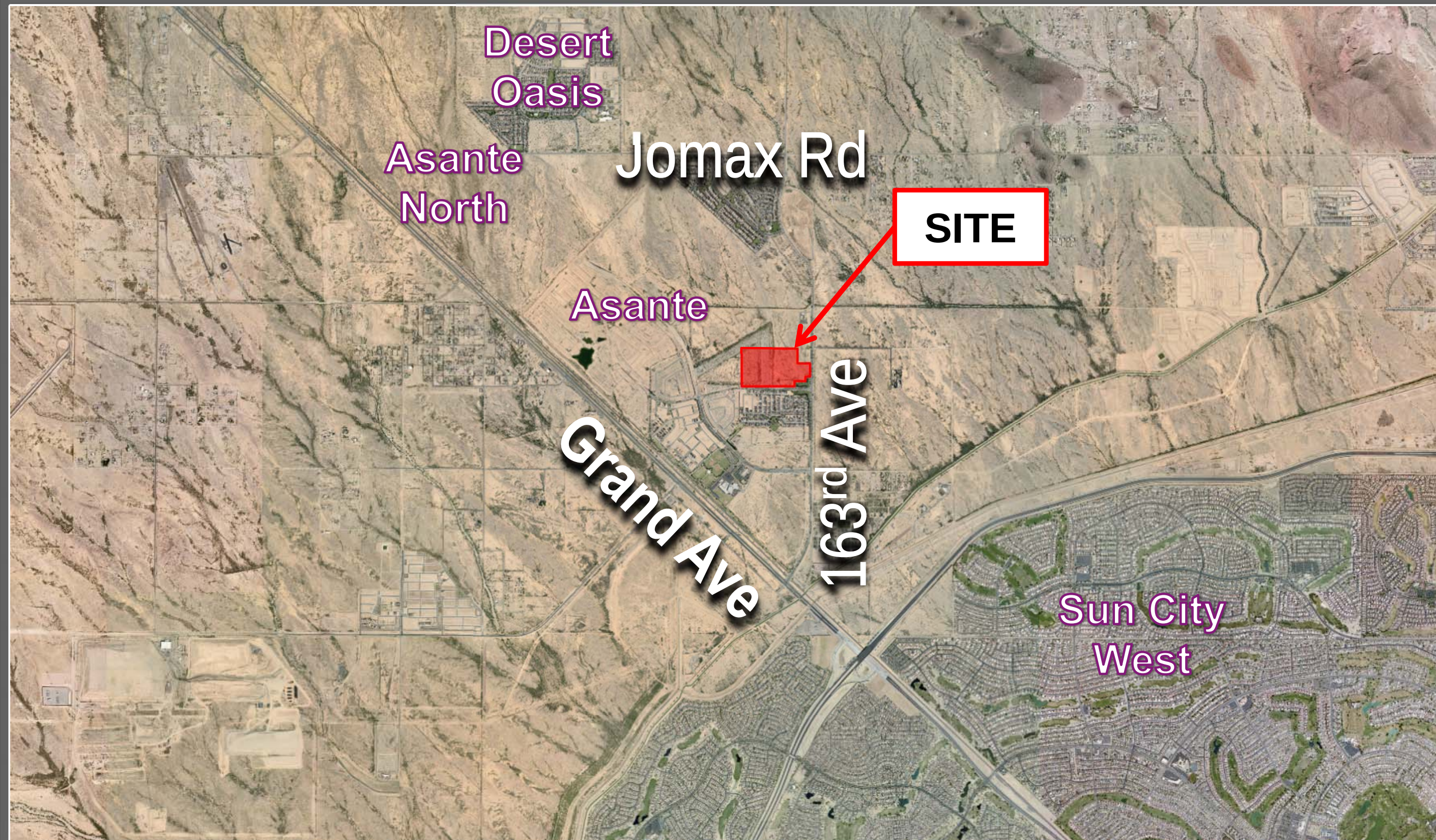
97
98 **Recommendation:**

99
100 On September 20, 2018 the Planning and Zoning Commission passed a motion to recommend
101 approval to the Mayor and City Council of the Preliminary Plat case FS18-249.

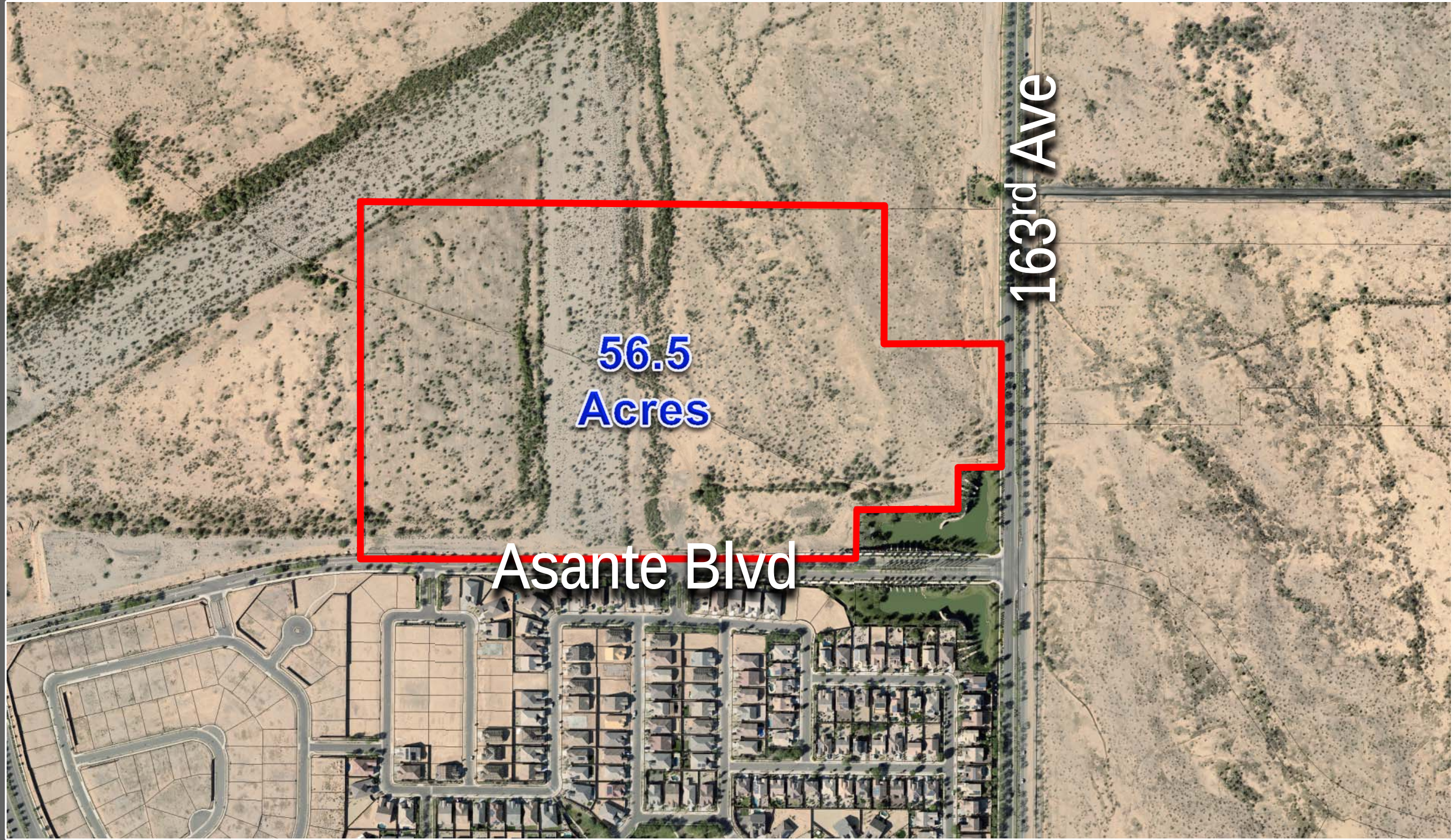
102
103 However, should the City Council wish to recommend denial of the request, the City Council should
104 make its own findings and base its decision on those alternative findings.

105
106 **Attachments:**

- 107
108 01 Vicinity Maps
109 02 Preliminary Plat
110 03 Landscape Plans
111 04 Circulation Plan
112 05 Luke AFB Letter



Vicinity Map



Vicinity Map

LEGAL DESCRIPTION

A PORTION OF THAT PARCEL OF LAND BEING DESCRIBED AS PARCEL 4 IN THAT CERTAIN DOCUMENT ENTITLED "SPECIAL WARRANTY DEED" AS FILED IN DOCUMENT NO. 2009-0486171 RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE NORTH 00°44'56" EAST, 789.94 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE LEAVING SAID EAST LINE, NORTH 89°15'04" WEST, 67.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF 163RD AVENUE AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE ONE AS FILED IN BOOK 857, PAGE 17 RECORDS OF MARICOPA COUNTY, ARIZONA BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°44'56" WEST, 434.09 FEET ALONG SAID WEST RIGHT-OF-WAY TO THE NORTH LINE OF TRACT C AS SHOWN ON THE SUBDIVISION PLAT OF ASANTE PHASE ONE AS FILED IN BOOK 938, PAGE 32 RECORDS OF MARICOPA COUNTY, ARIZONA;

THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH LINE; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89°15'04" WEST, 150.00 FEET;

THENCE SOUTH 00°44'56" WEST, 150.00 FEET;

THENCE NORTH 89°01'45" WEST, 349.50 FEET;

THENCE SOUTH 00°58'15" WEST, 150.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ASANTE BOULEVARD AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE ONE AS FILED IN BOOK 857, PAGE 17 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH RIGHT-OF-WAY;

THENCE LEAVING SAID NORTH LINE, NORTH 89°01'45" WEST, 199.71 FEET;

THENCE SOUTH 88°06'38" WEST, 400.78 FEET;

THENCE NORTH 89°01'45" WEST, 1053.98 FEET TO THE BEGINNING OF A TANGENT, CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2035.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°41'49", AN ARC LENGTH OF 95.79 FEET TO A NON-TANGENT LINE BEING THE WEST LINE OF SAID PARCEL 4 OF THE AFORESAID SPECIAL WARRANTY DEED;

THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID WEST LINE;

THENCE NORTH 44°28'14" EAST, 42.99 FEET;

THENCE NORTH 00°14'41" EAST, 551.26 FEET;

THENCE NORTH 01°23'31" WEST, 70.03 FEET;

THENCE NORTH 00°14'41" EAST, 113.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 205.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'42", AN ARC LENGTH OF 27.35 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'42", AN ARC LENGTH OF 2.67 FEET TO A TANGENT LINE;

THENCE NORTH 00°14'41" EAST, 382.74 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'37", AN ARC LENGTH OF 55.25 FEET TO A NON-TANGENT LINE BEING THE NORTH LINE OF SAID PARCEL 4 OF THE AFORESAID SPECIAL WARRANTY DEED;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH LINE;

THENCE LEAVING SAID WEST LINE, SOUTH 86°42'42" EAST, 80.00 FEET;

THENCE SOUTH 89°45'19" EAST, 1030.89 FEET;

THENCE SOUTH 85°30'56" EAST, 338.15 FEET;

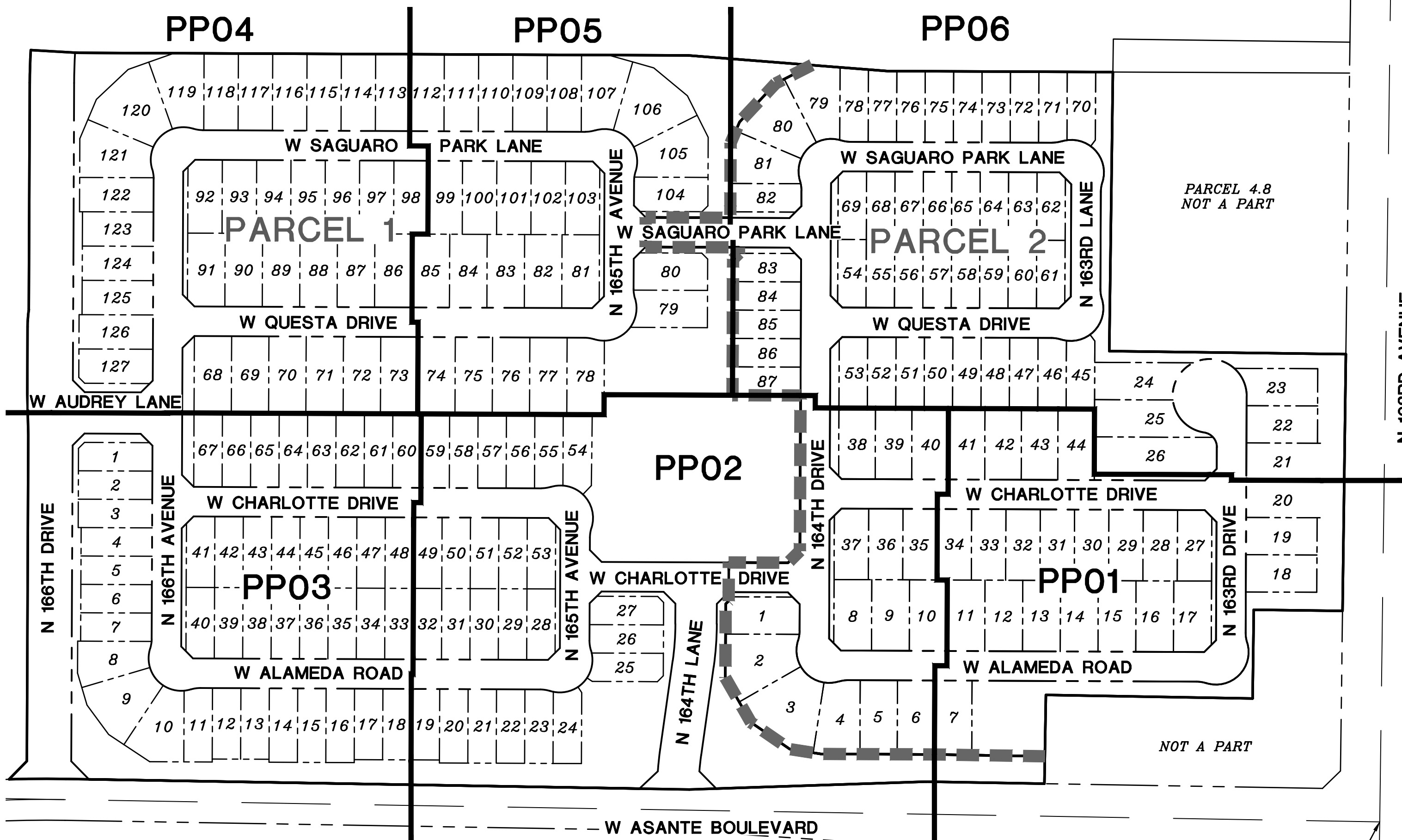
THENCE SOUTH 89°45'19" EAST, 381.08 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°44'56" WEST, 471.82 FEET;

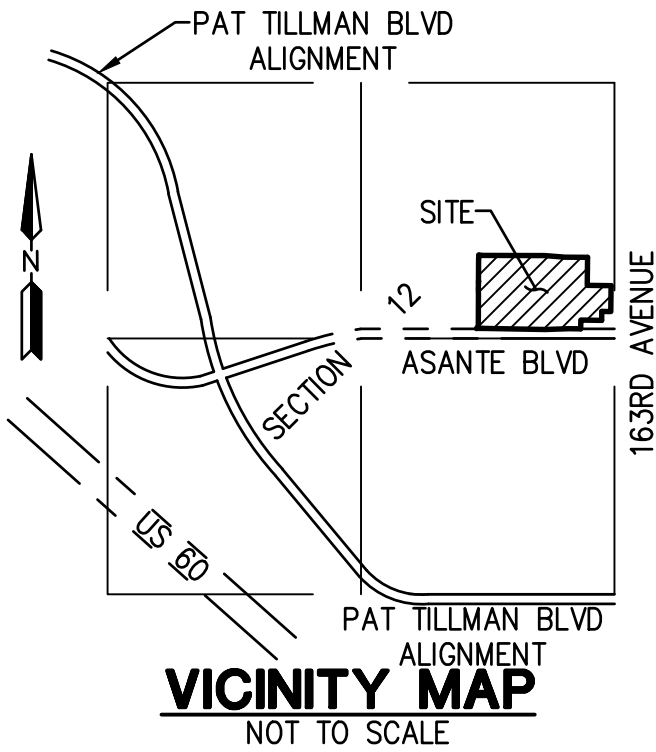
THENCE SOUTH 89°15'04" EAST, 400.00 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE OF 163RD AVENUE BEING THE POINT OF BEGINNING.

PRELIMINARY PLAT FOR ASANTE - PARCEL 4.5 SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



NORTHEAST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST FOUND 2" ALUMINUM CAP IN THE CENTERLINE OF 163RD AVENUE STAMPED "RLS 36562"



ENGINEER

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OWNER

LCD ASANTE LLC
1725 W. GREENTREE DRIVE, SUITE 110
TEMPE, ARIZONA 85284
PHONE: (480) 252-7105
CONTACT: MICHAEL LANATA

BASIS OF BEARING

S00°43'44"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE FINAL PLAT FOR ASANTE PHASE ONE, UNIT FIVE, RECORDED IN BOOK 888, PAGE 20 OF MARICOPA COUNTY RECORDS.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

SHEET INDEX

CV01 COVER SHEET
CV02 NOTES & DETAILS
PP01-PP06 PRELIMINARY PLAT

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

UTILITIES

WATER CITY OF SURPRISE
SEWER CITY OF SURPRISE
ELEC. APS
GAS SOUTHWEST GAS
TELEPHONE CENTURY LINK
CABLE TV COX
POLICE CITY OF SURPRISE
FIRE CITY OF SURPRISE
ELEMENTARY SCHOOL DISTRICT DYSART UNIFIED SCHOOL DISTRICT
HIGH SCHOOL DISTRICT DYSART UNIFIED SCHOOL DISTRICT

100 YEAR ASSURED WATER SUPPLY

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 A.R.S. § 45-576.

HILGARTWILSON
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ASANTE - PARCEL 4.5

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON	PROJ NO.: 1909
	DATE: JUL 2018
	SCALE: N.T.S.
	DRAWN: HW
	DESIGNED: HW
	APPROVED: ZH

DWG. NO.

CV01

SHT. 1 OF 8



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PARCEL 1 LOT TABLE

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)
1	5938	0.14	17	5760	0.13	33	5760	0.13	49	5760	0.13	65	6000	0.14	81	7777	0.18	97	7192	0.17	113	7540	0.17
2	6000	0.14	18	5760	0.13	34	5760	0.13	50	5760	0.13	66	6000	0.14	82	7845	0.18	98	7192	0.17	114	7540	0.17
3	6000	0.14	19	5760	0.13	35	5760	0.13	51	5760	0.13	67	6000	0.14	83	7845	0.18	99	7192	0.17	115	7540	0.17
4	5760	0.13	20	6000	0.14	36	5760	0.13	52	5760	0.13	68	8190	0.19	84	7845	0.18	100	7192	0.17	116	7540	0.17
5	5760	0.13	21	6000	0.14	37	5760	0.13	53	5688	0.13	69	8190	0.19	85	7845	0.18	101	7192	0.17	117	7540	0.17
6	5760	0.13	22	6000	0.14	38	5760	0.13	54	6110	0.14	70	8190	0.19	86	7845	0.18	102	7192	0.17	118	7540	0.17
7	5760	0.13	23	5968	0.14	39	5760	0.13	55	5898	0.14	71	8190	0.19	87	7845	0.18	103	7120	0.16	119	9308	0.21
8	7497	0.17	24	5888	0.14	40	5688	0.13	56	6000	0.14	72	8190	0.19	88	7845	0.18	104	7149	0.16	120	11671	0.27
9	9756	0.22	25	5829	0.13	41	5688	0.13	57	6000	0.14	73	8190	0.19	89	7845	0.18	105	9768	0.22	121	9272	0.21
10	8914	0.20	26	5973	0.14	42	5760	0.13	58	6000	0.14	74	8190	0.19	90	7845	0.18	106	11671	0.27	122	7250	0.17
11	5944	0.14	27	5878	0.13	43	5760	0.13	59	6000	0.14	75	8190	0.19	91	7773	0.18	107	8911	0.20	123	6960	0.16
12	5760	0.13	28	5688	0.13	44	5760	0.13	60	6000	0.14	76	8190	0.19	92	7120	0.16	108	7540	0.17	124	6960	0.16
13	5760	0.13	29	5760	0.13	45	5760	0.13	61	6000	0.14	77	8190	0.19	93	7192	0.17	109	7540	0.17	125	6960	0.16
14	6000	0.14	30	5760	0.13	46	5760	0.13	62	6000	0.14	78	8103	0.19	94	7192	0.17	110	7540	0.17	126	7250	0.17
15	6000	0.14	31	5760	0.13	47	5760	0.13	63	6000	0.14	79	7739	0.18	95	7192	0.17	111	7540	0.17	127	7188	0.17
16	6000	0.14	32	5760	0.13	48	5760	0.13	64	6000	0.14	80	7775	0.18	96	7192	0.17	112	7540	0.17			

LEGEND

---	BOUNDARY LINE
---	CENTER LINE
---	RIGHT OF WAY
---	PARCEL LINE
---	SIGHT VISIBILITY EASEMENT
APN	ASSESSOR PARCEL NUMBER
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
→	FLOW ARROW

PARCEL 2 LOT TABLE

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)
1	7730	0.18	19	7560	0.17	37	6888	0.16	55	5520	0.13	73	5760	0.13
2	10723	0.25	20	7875	0.18	38	7396	0.17	56	5520	0.13	74	5760	0.13
3	12603	0.29	21	7875	0.18	39	7405	0.17	57	5520	0.13	75	5760	0.13
4	8610	0.20	22	7560	0.17	40	7405	0.17	58	5520	0.13	76	5760	0.13
5	7875	0.18	23	7864	0.18	41	7405	0.17	59	5520	0.13	77	5798	0.13
6	7875	0.18	24	8869	0.20	42	7405	0.17	60	5520	0.13	78	5941	0.14
7	7900	0.18	25	9636	0.22	43	7405	0.17	61	5470	0.13	79	8570	0.20
8	7584	0.17	26	12958	0.30	44	7405	0.17	62	5470	0.13	80	9379	0.22
9	7656	0.18	27	6888	0.16	45	5679	0.13	63	5520	0.13	81	7828	0.18
10	7656	0.18	28	6960	0.16	46	5712	0.13	64	5520	0.13	82	5655	0.13
11	7656	0.18	29	6960	0.16	47	5760	0.13	65	5520	0.13	83	5420	0.12
12	7656	0.18	30	6960	0.16	48	5760	0.13	66	5520	0.13	84	5520	0.13
13	7656	0.18	31	6960	0.16	49	5760	0.13	67	5520	0.13	85	5520	0.13
14	7656	0.18	32	6960	0.16	50	5760	0.13	68	5520	0.13	86	5520	0.13
15	7656	0.18	33	6960	0.16	51	5760	0.13	69	5488	0.13	87	5520	0.13
16	7656	0.18	34	6960	0.16	52	5760	0.13	70	5674	0.13			
17	7584	0.17	35	6960	0.16	53	5747	0.13	71	5715	0.13			
18	7560	0.17	36	6960	0.16	54	5488	0.13	72	5760	0.13			

PARCEL 1 TRACT TABLE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.68	COMMON AREA & DRAINAGE
TRACT B	0.96	COMMON AREA & DRAINAGE
TRACT C	2.99	COMMON AREA & DRAINAGE
TRACT D	0.04	COMMON AREA
TRACT E	0.04	COMMON AREA
TRACT F	0.11	COMMON AREA
TRACT G	0.04	COMMON AREA
TRACT H	0.04	COMMON AREA
TRACT I	0.59	COMMON AREA & DRAINAGE
TRACT J	0.35	COMMON AREA

*COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.
*SPECIFIC EASEMENTS THAT ARE EXISTING AND/OR BEING DEDICATED ARE IDENTIFIED ON THE FOLLOWING SHEETS.

PARCEL 2 TRACT TABLE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.02	COMMON AREA
TRACT B	1.53	COMMON AREA & DRAINAGE
TRACT C	0.04	COMMON AREA
TRACT D	0.04	COMMON AREA
TRACT E	0.04	COMMON AREA
TRACT F	0.07	COMMON AREA
TRACT G	0.05	COMMON AREA
TRACT H	0.06	COMMON AREA
TRACT I	0.03	COMMON AREA
TRACT J	0.02	COMMON AREA

*COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.
*SPECIFIC EASEMENTS THAT ARE EXISTING AND/OR BEING DEDICATED ARE IDENTIFIED ON THE FOLLOWING SHEETS.

OVERALL TRACT TABLE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
OFFSITE-RIGHT-OF-WAY	2.19	PUBLIC ACCESS
PARCEL 1 RIGHT-OF-WAY	8.29	PUBLIC ACCESS
PARCEL 2 RIGHT-OF-WAY	5.16	PUBLIC ACCESS

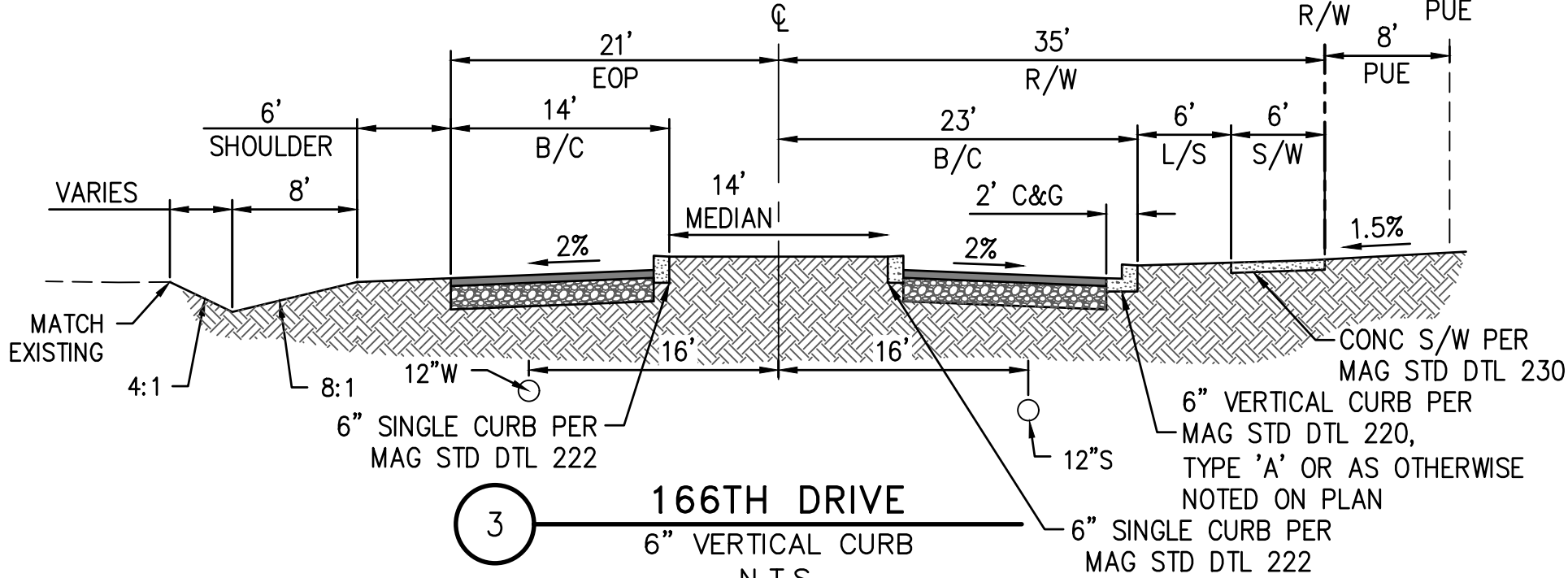
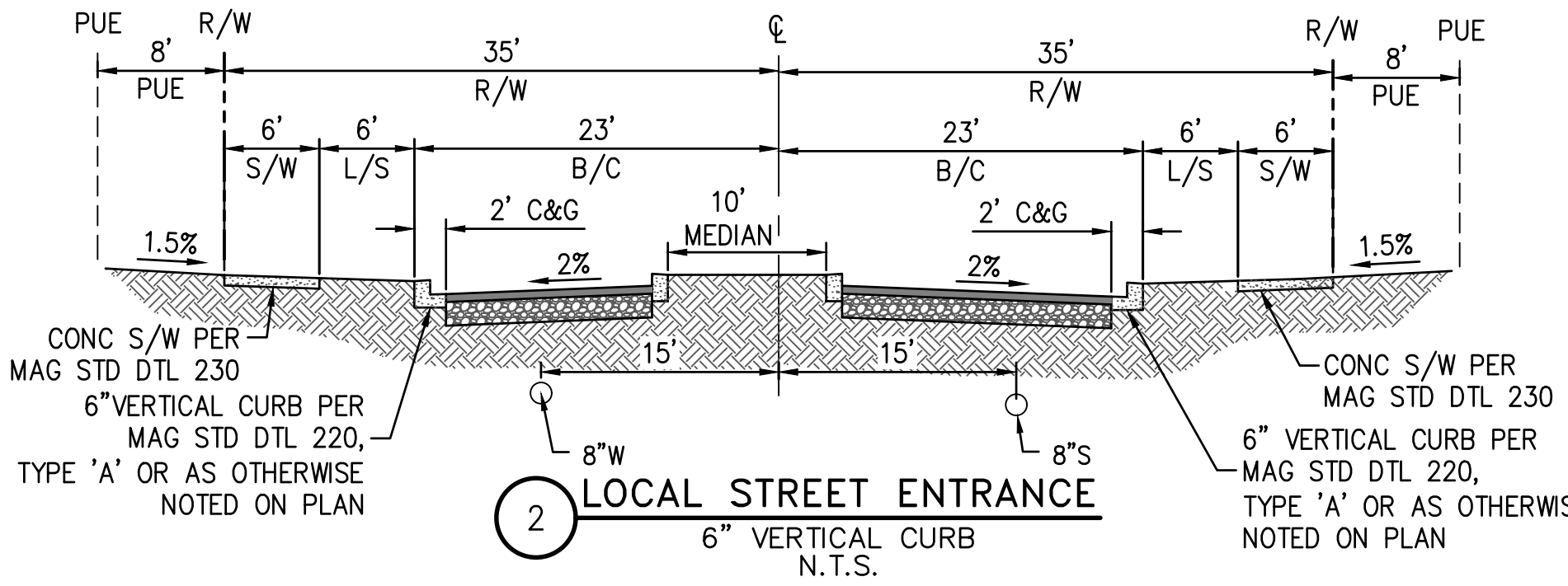
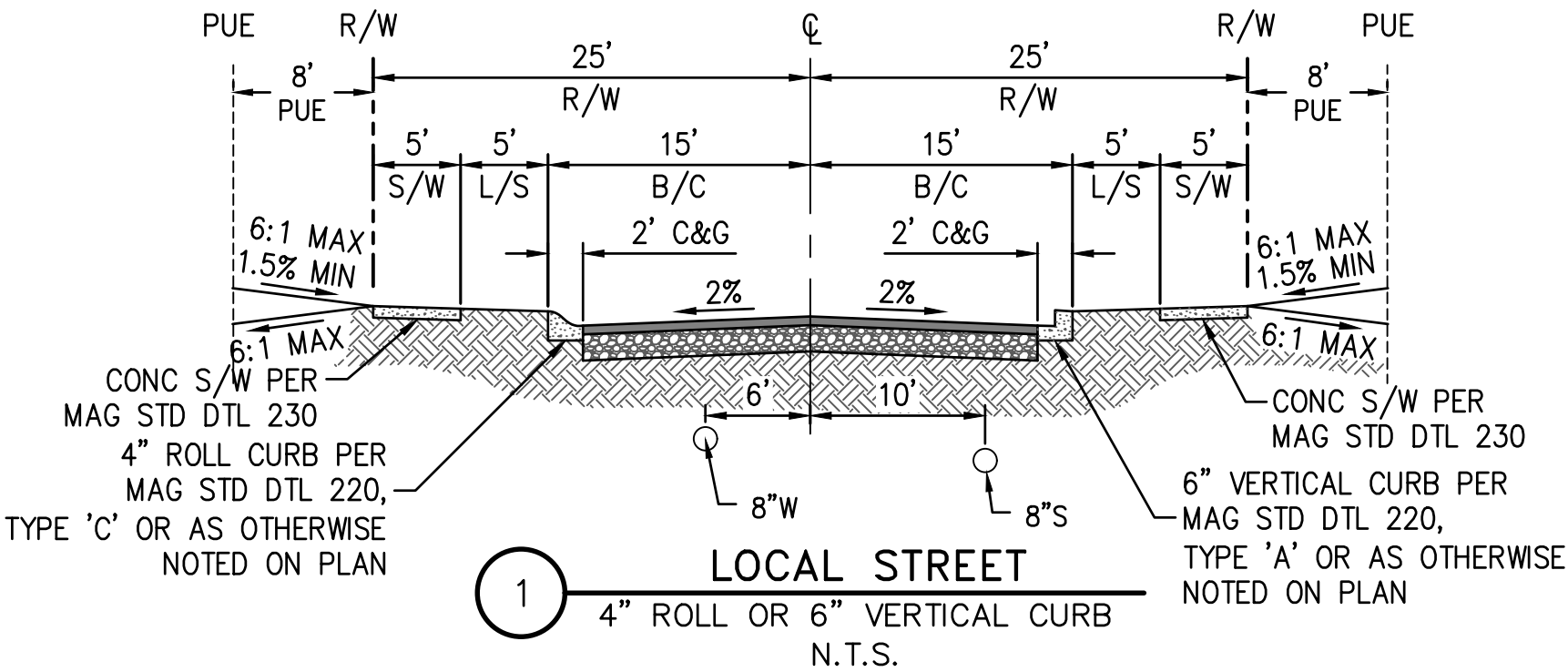
SITE SUMMARY TABLE

	PARCEL 1	PARCEL 2	OVERALL SITE
OVERALL GROSS AREA (ACRES)	35.13	21.41	56.54
OVERALL NET (*) AREA (ACRES)	26.84	20.74	47.58
TOTAL NUMBER OF LOTS: SINGLE FAMILY	127	87	214
TOTAL OPEN SPACE (ACRES)	6.84	1.90	8.74
TOTAL PERCENTAGE OF OPEN SPACE (%)	19.47%	9.16%	15.46%
MINIMUM LOT SIZE (SF)	5,688	5,420	5,420
AVERAGE LOT SIZE (SF)	6,866	6,856	6,866
MAXIMUM LOT SIZE (SF)	11,671	12,958	12,958
MINIMUM LOT WIDTH (FT)	48'	48'	48'
MINIMUM LOT DEPTH (FT)	125'	115'	115'
DENSITY (DU/AC): PER GROSS AREA	3.61	4.06	3.78
TAX ASSESSORS PARCEL NUMBER	503-73-944B	503-73-944B	503-73-944B
*NET EXCLUDES W. 166TH DRIVE & N. 163RD AVENUE			

DEVELOPMENT STANDARDS TABLE - PER APPROVED ORDINANCE 2012-07

LAND USE	LOW DENSITY RESIDENTIAL (R1-5 BASE ZONE)
HEIGHT (MAX.)	30'
FRONT YARD (MIN.) W/ SIDE ENTRY GARAGE OR LIVING AREA	12'
FRONT YARD (MIN.) W/ FRONT ENTRY GARAGE	18'
SIDE YARD (MIN.) (1)(4)	5'/8'
STREET-SIDE YARD (MIN.) (2)(4)	13' (SINGLE STORY), 20' (MULTI STORY)
REAR YARD (MIN.) (4)	15'
REAR YARD (MIN.) ADJACENT TO ARTERIAL (3)(4)	20' SINGLE-STORY, 25' MULTI-STORY
LOT AREA (MIN.)	5,280 SF
LOT WIDTH (MIN.)	48'

- TWO ADJACENT MULTI-STORY HOUSES MUST BE SEPARATED BY NOT LESS THAN 13 FEET, AND A MULTI-STORY HOUSE AND AN ADJACENT SINGLE STORY HOUSE MUST BE SEPARATED BY NOT LESS THAN 10 FEET.
- DOES NOT APPLY IF LANDSCAPE TRACT IS USED (8' MIN).
- IF THE PORTION OF A MULTI-STORY HOUSE OR STRUCTURE WHICH ABUTS ON AN ARTERIAL STREET IN THE REAR IS SINGLE-STORY, THEN THE REAR SETBACK SHALL NOT BE LESS THAN 20 FEET AS MEASURED FROM THE PROPERTY LINE. IF TWO ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS FOLLOWS:
 - IF THE ADJACENT HOUSES OR STRUCTURES ARE BOTH SINGLE-STORY, THEN THE REAR YARD SETBACKS SHALL BE 20 FEET (20') FOR ONE AND 25 FEET (25') FOR THE OTHER; OR
 - IF THE ADJACENT HOUSES OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR YARD SETBACKS SHALL BE 25 FEET (25') FOR ONE AND 30 FEET (30') FOR THE OTHER; OR
 - IF A MULTI-STORY HOUSE IS ADJACENT TO A SINGLE-STORY HOUSE, THEN THE SETBACKS ESTABLISHED IN SECTIONS 1 AND 2 SHALL APPLY; AND
 - IF THREE OR MORE ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS PROVIDED ABOVE SO THAT NOT MORE THAN TWO ADJACENT HOUSES OR STRUCTURES MAY HAVE THE SAME REAR SETBACKS.
- NON-STRUCTURAL ELEMENTS SUCH AS FIREPLACES, BAY WINDOWS, POP-OUTS, PERGOLAS OR PATIO COVERS MAY ENCROACH NO MORE THAN 3' INTO FRONT AND SIDE SETBACKS AND 10' INTO REAR SETBACKS PROVIDED THAT A PATIO COVER MAY NOT EXTEND TO A POINT CLOSER THAN 10' FROM THE REAR PROPERTY LINE EXCEPT FOR CLUSTER TYPE & Z LOT HOMES.
- SEE APPROVED PAD FOR ADDITIONAL ITEMS.



REV.:

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ASANTE - PARCEL 4.5

ASANTE BOULEVARD & 163RD AVENUE
SUPRISE, ARIZONA

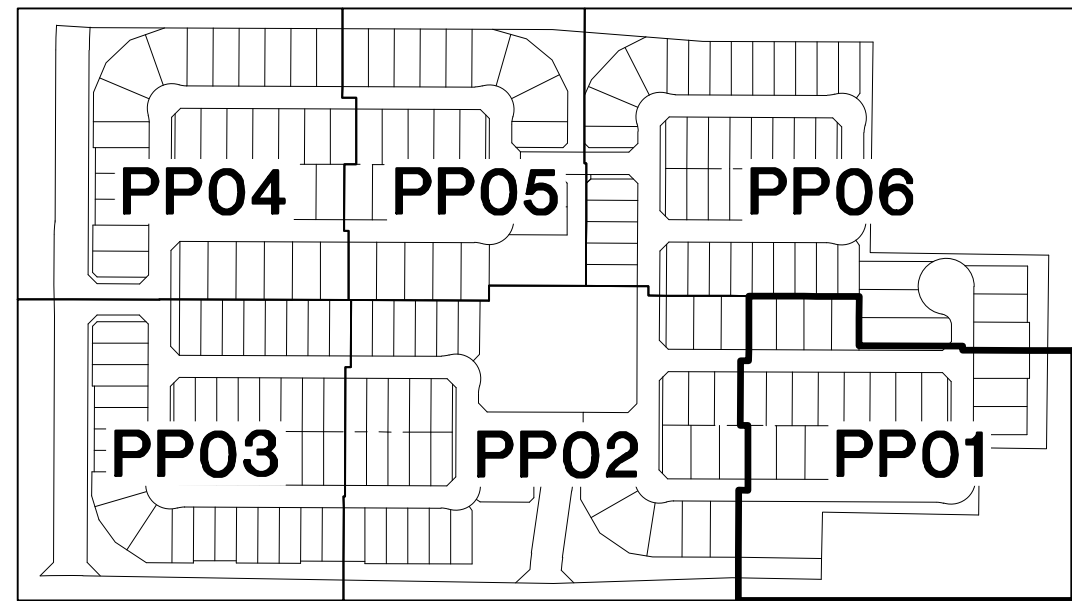
PRELIMINARY PLAT

PROJ NO.:	1909
DATE:	JUL 2018
SCALE:	N.T.S.
DRAWN:	HW
DESIGNED:	ZH
APPROVED:	ZH
DWG. NO.	CV02
SHT.	2 OF 8



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	55.00'	17°20'29"	16.65'
C2	55.00'	124°41'01"	119.69'
C3	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°45'19"E	704.00'
L2	S00°14'41"W	371.45'
L3	S89°45'19"E	704.00'



HILGARTWILSON
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PHOENIX, AZ 85016 | www.hilgartwilson.com



ASANTE BOULEVARD & 163RD AVENUE
SUPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

2	PROJ NO.:	1909
---	-----------	------

DATE: JUL 2018

SCALE: 1" = 40'

WG. NO

PP01

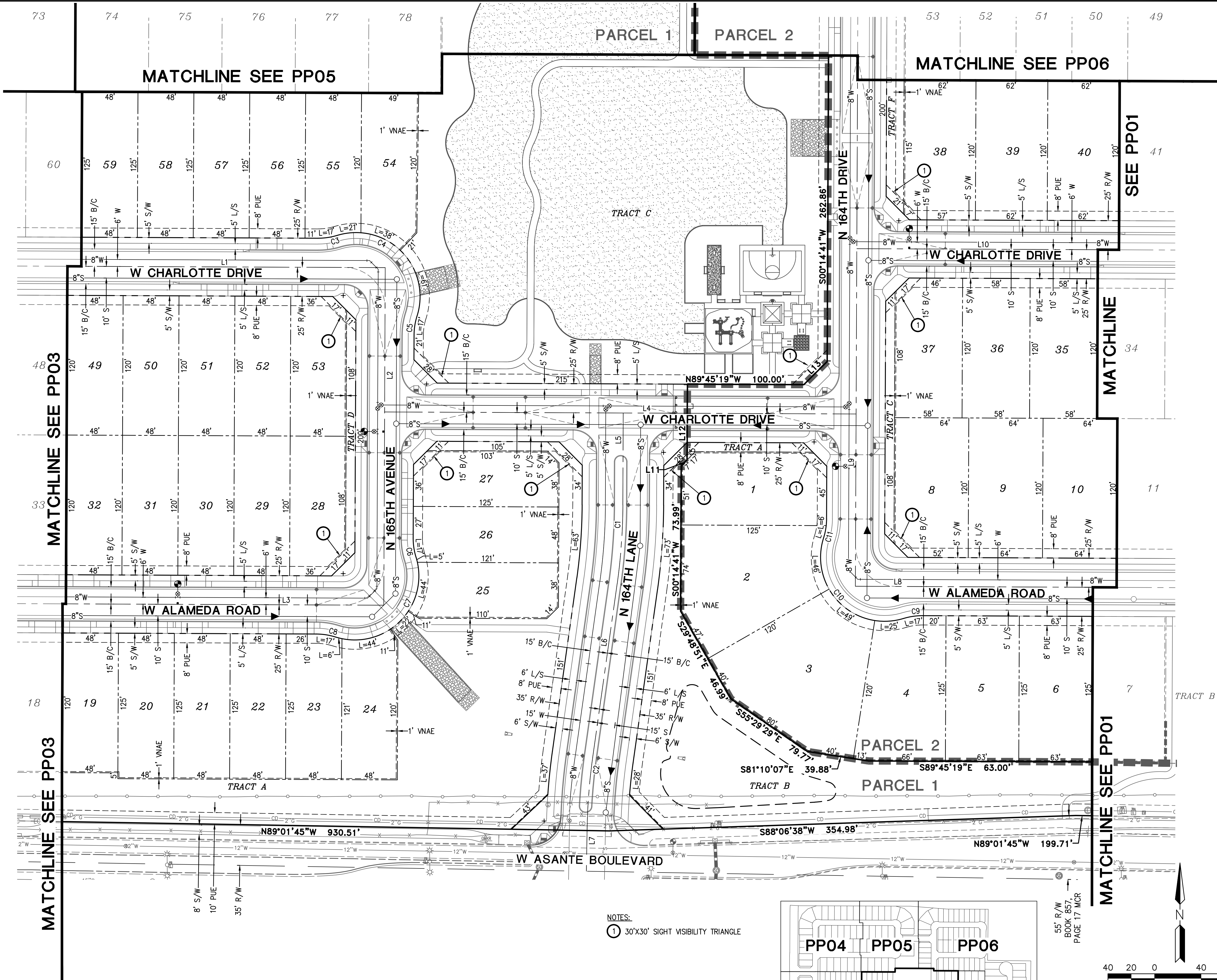
SHT. 3 OF 8

FS 18-154

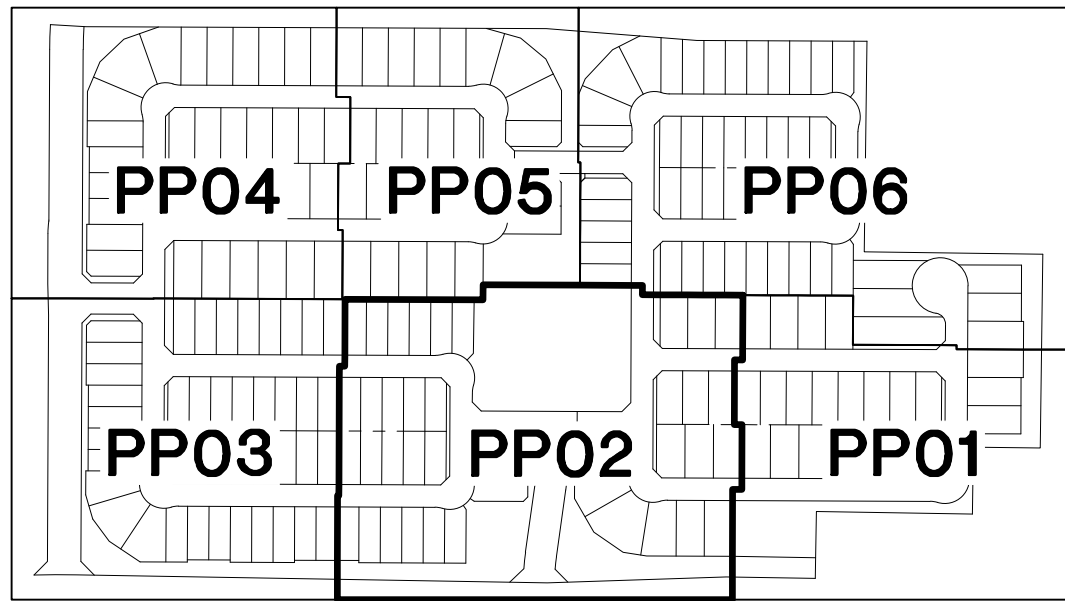
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CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	500.00'	7°46'04"	67.79'
C2	500.00'	7°02'29"	61.45'
C3	55.00'	17°20'29"	16.65'
C4	55.00'	124°40'58"	119.69'
C5	55.00'	17°20'29"	16.65'
C6	55.00'	17°20'29"	16.65'
C7	55.00'	124°40'58"	119.69'
C8	55.00'	17°20'29"	16.65'
C9	55.00'	17°20'29"	16.65'
C10	55.00'	124°40'58"	119.69'
C11	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°45'19"E	690.00'
L2	S00°14'41"W	290.00'
L3	S89°45'19"E	690.00'
L4	S89°45'19"E	404.94'
L5	N00°14'41"E	79.06'
L6	N08°00'45"E	150.57'
L7	S00°58'15"W	36.68'
L8	S89°45'19"E	704.00'
L9	N00°14'41"E	860.00'
L10	S89°45'19"E	704.00'



NOTES:
① 30'x30' SIGHT VISIBILITY TRIANGLE



REV:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
www.hilgartwilson.com

ASANTE - PARCEL 4.5
ASANTE BOULEVARD & 163RD AVENUE
SUPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON
PROJ NO.: 1909
DATE: JUL 2018
SCALE: 1" = 40'
DRAWN: HW
DESIGNED: ZH
APPROVED: ZH

PP02
SHT. 4 OF 8

FS 18-154

U:\1900\1909\ENGR\PRE-PLAT\1909-PP02.dwg 7/18/2018 9:27 AM

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	55.00'	17°20'29"	16.65'
C2	55.00'	124°40'58"	119.69'
C3	55.00'	17°20'29"	16.65'
C4	55.00'	17°20'29"	16.65'
C5	55.00'	124°40'58"	119.69'
C6	55.00'	17°20'29"	16.65'
C7	55.00'	17°20'29"	16.65'
C8	55.00'	124°40'58"	119.69'
C9	55.00'	17°20'29"	16.65'
C10	35.00'	81°47'12"	49.96'
C11	52.50'	261°47'12"	239.87'
C12	118.75'	46°49'35"	97.05'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S89°45'19"E	456.06'
L2	N89°45'19"W	332.94'
L3	N00°14'41"E	280.00'
L4	S89°45'19"E	456.06'
L5	N00°14'41"E	860.00'
L6	S00°14'41"W	371.45'
L7	N45°14'41"E	13.31'
L8	S00°14'41"W	10.00'
L9	S63°06'02"W	52.09'
L10	S43°04'35"W	89.23'
L11	S23°03'07"W	22.40'

NOTES:

- 30'X30' SIGHT VISIBILITY TRIANGLE

SCALE: 0 20 0 40 80 FEET

PARCEL 4.4
HE CAPITAL ASANTE LLC
APN: 503-73-944A

PARCEL 4.8
FIRE STATION
APN: 503-73-944B
NOT A PART

MATCHLINE SEE PP05

MATCHLINE SEE PP02

MATCHLINE SEE PP01

MATCHLINE SEE PP01

TRACT I

TRACT B

TRACT C

TRACT F

TRACT H

TRACT J

TRACT K

TRACT L

TRACT M

TRACT N

TRACT O

TRACT P

TRACT Q

TRACT R

TRACT S

TRACT T

TRACT U

TRACT V

TRACT W

TRACT X

TRACT Y

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TRACT CD

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TRACT CV

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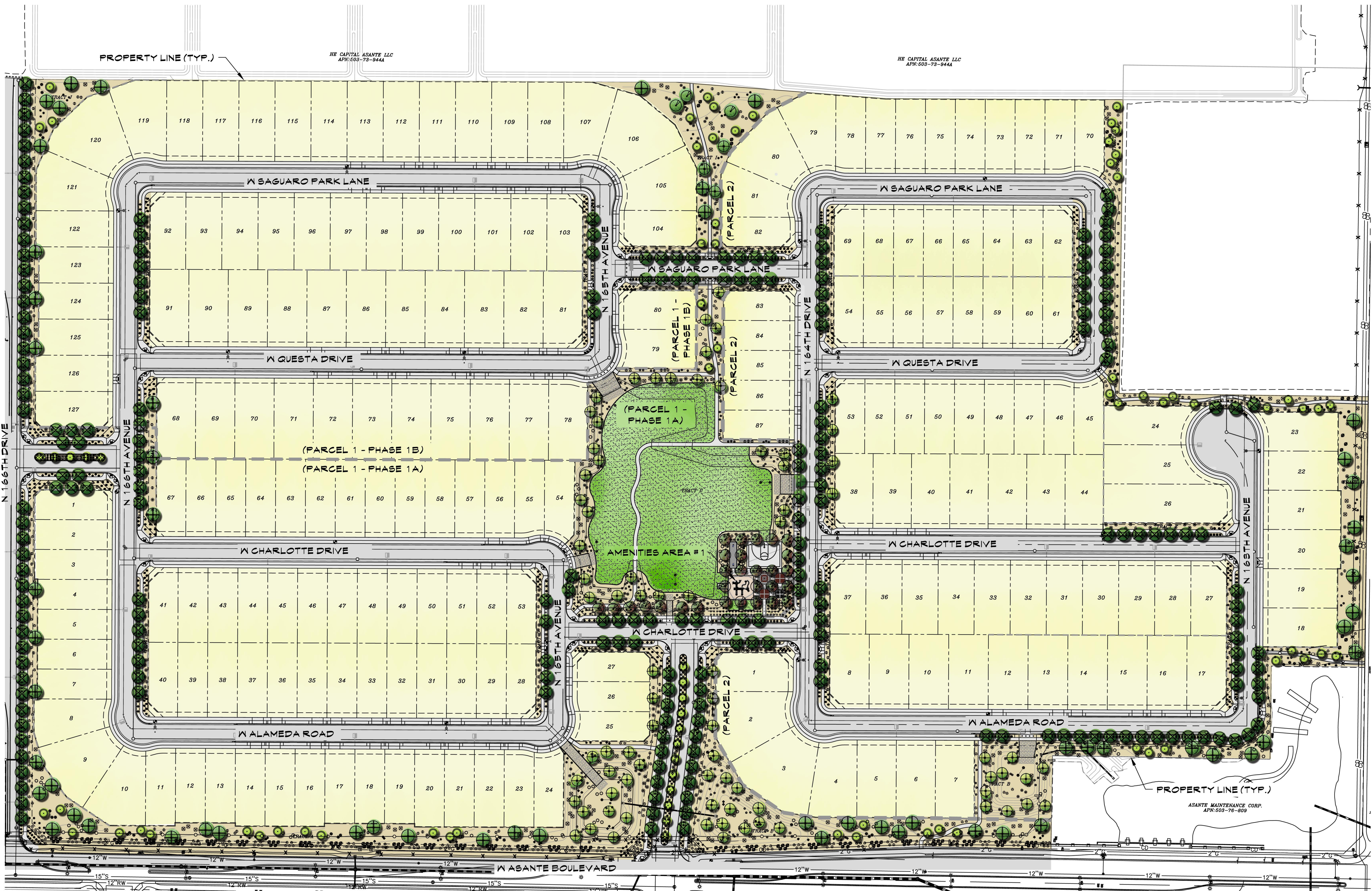
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 HILGARTWILSON		ASANTE - PARCEL 4.5		PRELIMINARY PLAT	
PROJ. NO.: 1909		ASANTE BOULEVARD & 163RD AVENUE SUPRISE, ARIZONA			
DATE: JUL 2018					
SCALE: 1" = 40'					
DRAWN: HW					
DWG. NO.				DESIGNED: HW	
PP06				APPROVED: ZH	
SHT. 8 OF 8					

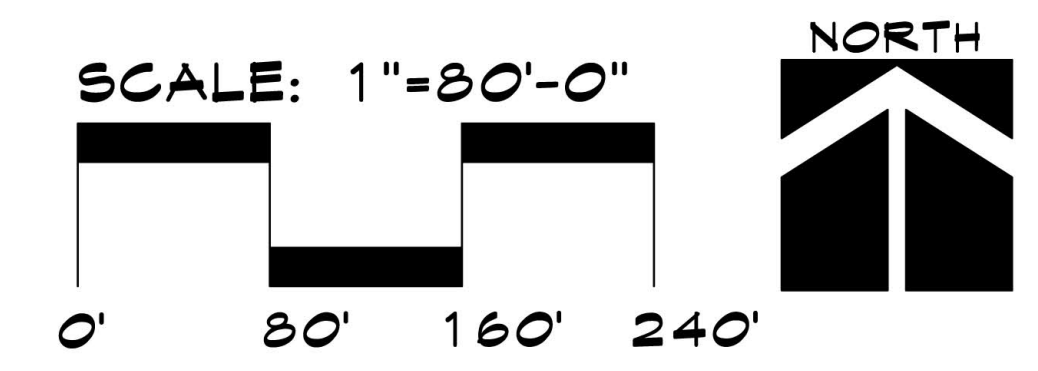


PLANT LEGEND		
SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.
TREES - 24" BOX		
	QUERCUS VIRGINIANA 'HERITAGE' 'HERITAGE' LIVE OAK	227
	PARKINSONIA HYBRID 'THORNLESS PALO VERDE'	63
	ACACIA ANEURA MULGA TREE	80
	FRAXINUS VELUTINA ARIZONA ASH	75
	PISTACIA CHINENSIS 'RED PUSH' CHINESE PISTACHE	21
SHRUBS - 5 GAL		
	BOUGAINVILLEA 'FLAME' BUSH BOUGAINVILLEA	153
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	150
	LEUCOPHYLLUM LAEVIGATUM CHIHUAHUA SAGE	169
	LEUCOPHYLLUM X 'HEAVENLY CLOUD' 'HEAVENLY CLOUD' SAGE	65
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' 'LYNN'S LEGACY' TEXAS SAGE	124
	RUELLIA PENINSULARIS BAJA RUELLIA	76
	TECOMA STANS 'SPARKLETTE' 'SPARKLETTE' BELLS	314
	EREMOPHILA GLABRA SSP. CARNOSA 'WINTER BLAZE'	439
ACCENTS - 5 GAL		
	MUHLENBERGIA RIGENS DEER GRASS	459
	HESPERALOE PARVIFLORA RED YUCCA	121
	DASYLIRION ACROTRICHE GREEN DESERT SPOON	131
	AGAVE AMERICANA CENTURY PLANT	45
	EUPHORBIA ANTISPILATICA CANDELILLA	314
	EUPHORBIA RIGIDA GOPHER PLANT	439
GROUND COVERS - 5 GAL		
	LANTANA CAMARA 'NEW GOLD' 'NEW GOLD' LANTANA	305
	LANTANA MONTEVIDENSIS PURPLE TAILING LANTANA	509
	TURF AREA - MIDIRON BURMUDA SOD	
	DECOMPOSED GRANITE - T.B.D.	

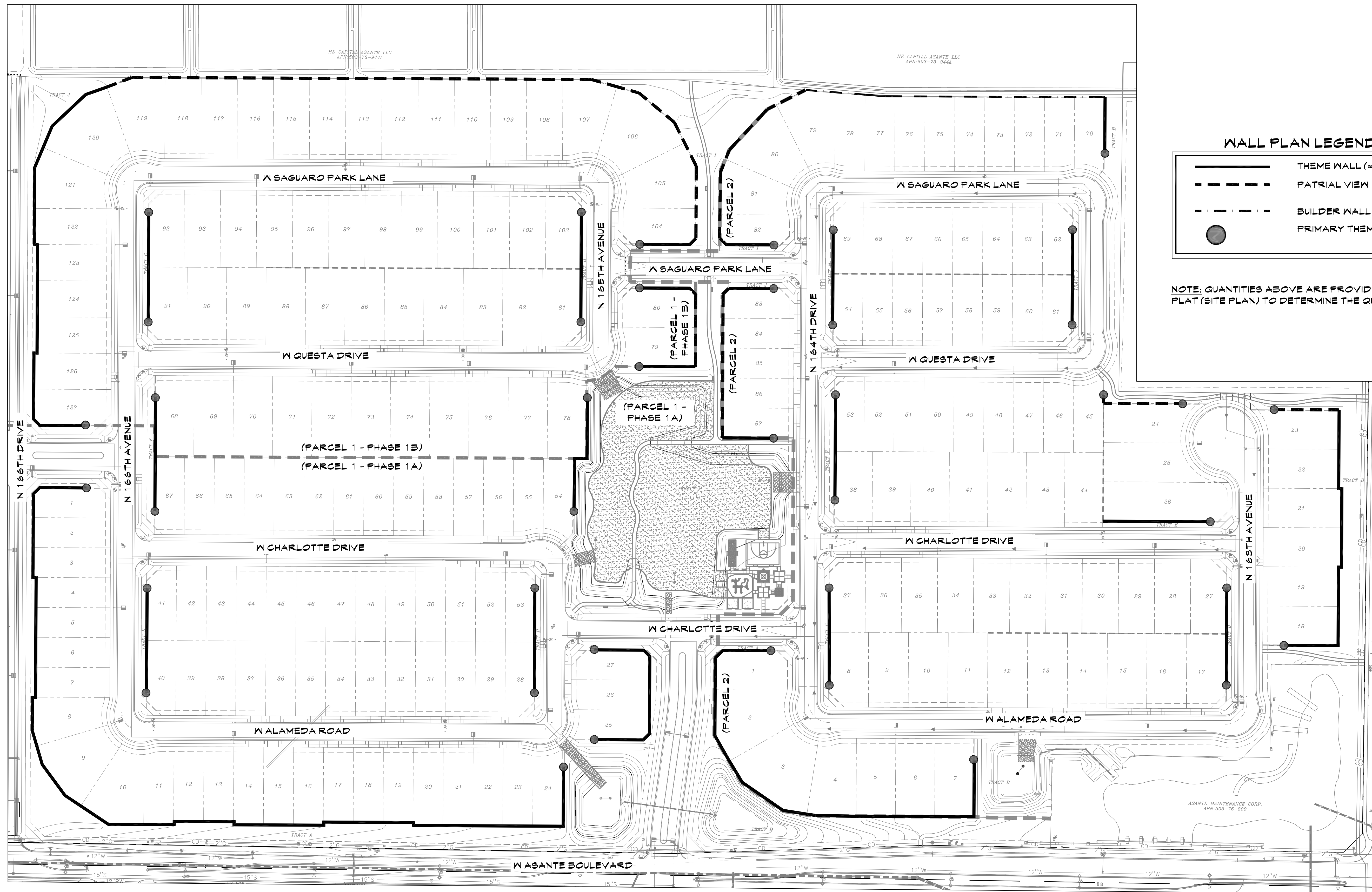


ASANTE 4.5 PARCELS 1 AND 2 PRELIMINARY LANDSCAPE PLAN

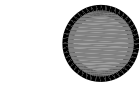
NW CORNER OF ASANTE BLVD AND 163RD AVE
JULY 20, 2018



PRELIMINARY PLAT - FS 18-154



WALL PLAN LEGEND

-  THEME WALL (≈ 1,370 LN.FT.) - SEE DETAIL 'X' ON SHEET XX.
-  PATRIAL VIEW WALL (≈ 347 LN.FT.) - SEE DETAIL 'X' ON SHEET XX.
-  BUILDER WALL (≈ 7,255 LN.FT.) - SEE DETAIL 'X' ON SHEET XX.
-  PRIMARY THEME COLUMNS - (42) TOTAL - SEE DETAIL 'X' ON SHEET XX.

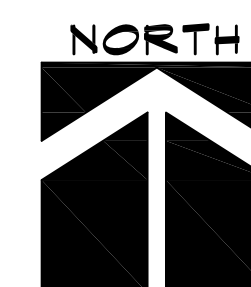
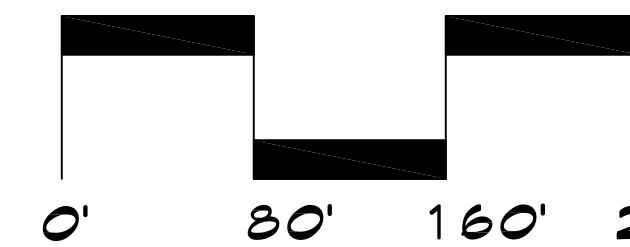
NOTE: QUANTITIES ABOVE ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR TO USE THE FINAL PLAT (SITE PLAN) TO DETERMINE THE QUANTITY OF MATERIALS NECESSARY TO COMPLETE THE WORK.



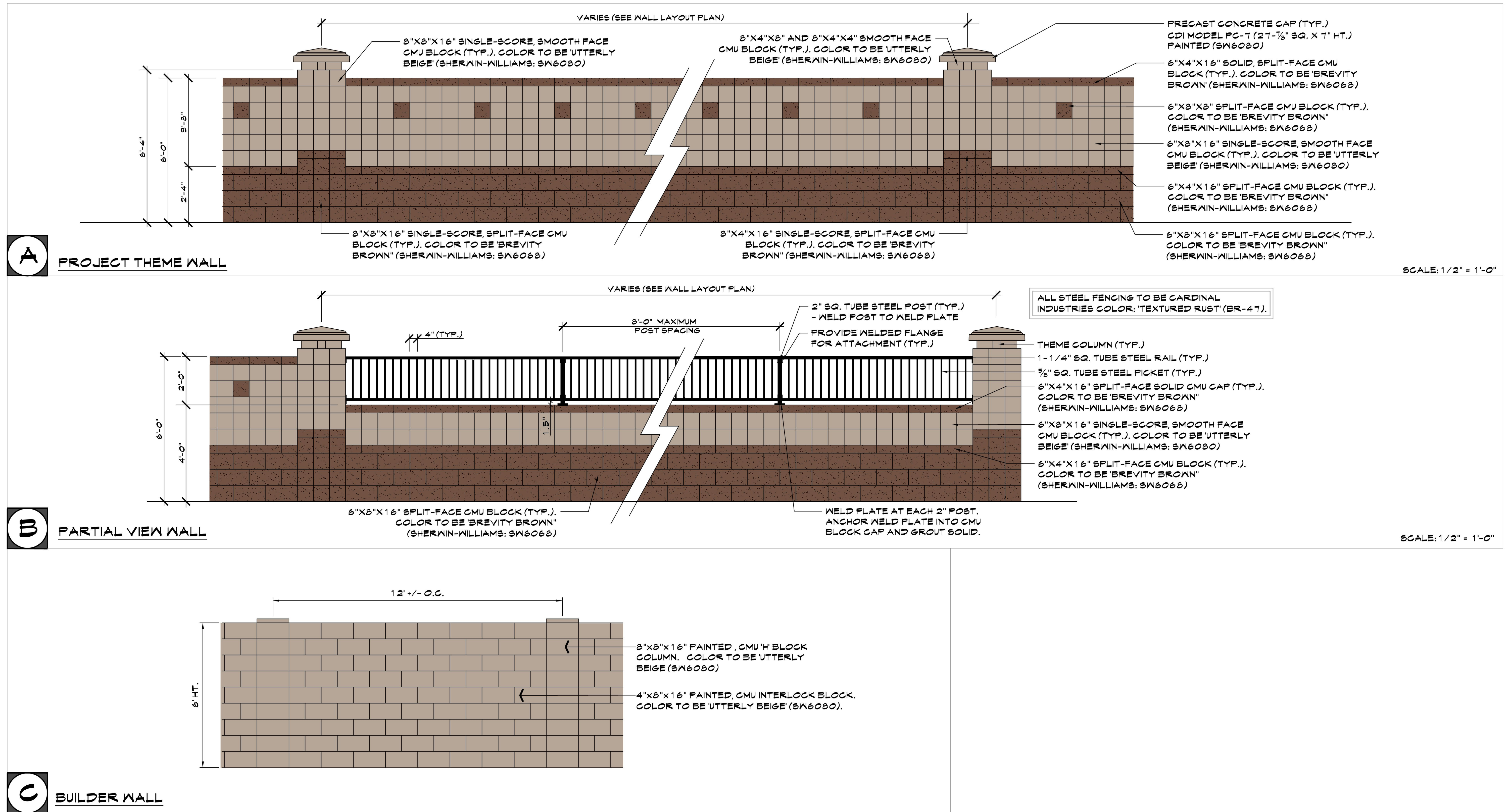
ASANTE 4.5 PARCELS 1 AND 2 PRELIMINARY WALL PLAN

NW CORNER OF ASANTE BLVD AND 163RD AVE
JULY 20, 2013

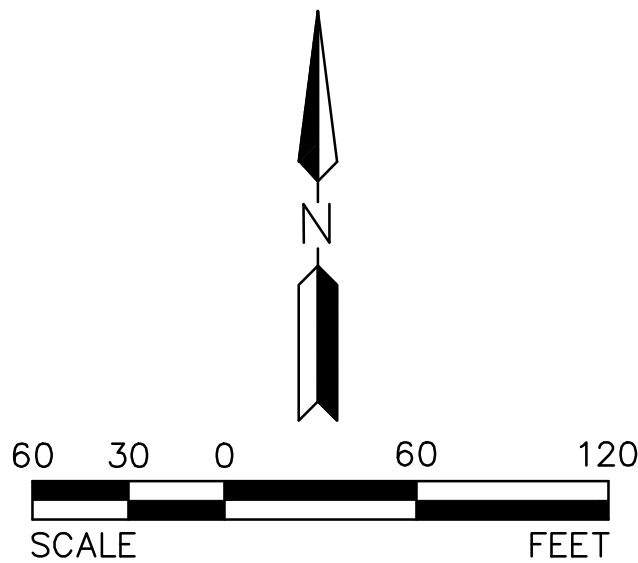
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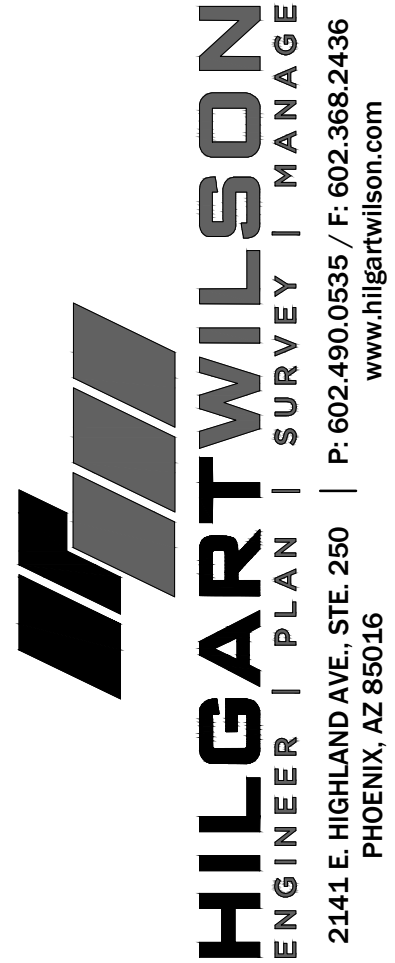
PRELIMINARY PLAT - FS18-154



 PROPOSED LANDSCAPE TRAIL
 PROPOSED SIDEWALK
 EXISTING SIDEWALK



REV.



ASANTE 4.5 - PARCEL 1

ASANTE BOULEVARD & 163RD AVE
SURPRISE, ARIZONA

VEHICULAR, BICYCLE AND PEDESTRIAN CIRCULATION PLAN

HILGARTWILSON

PROJ NO.:	1909
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DATE: JUL 2018

DRAWN: HW

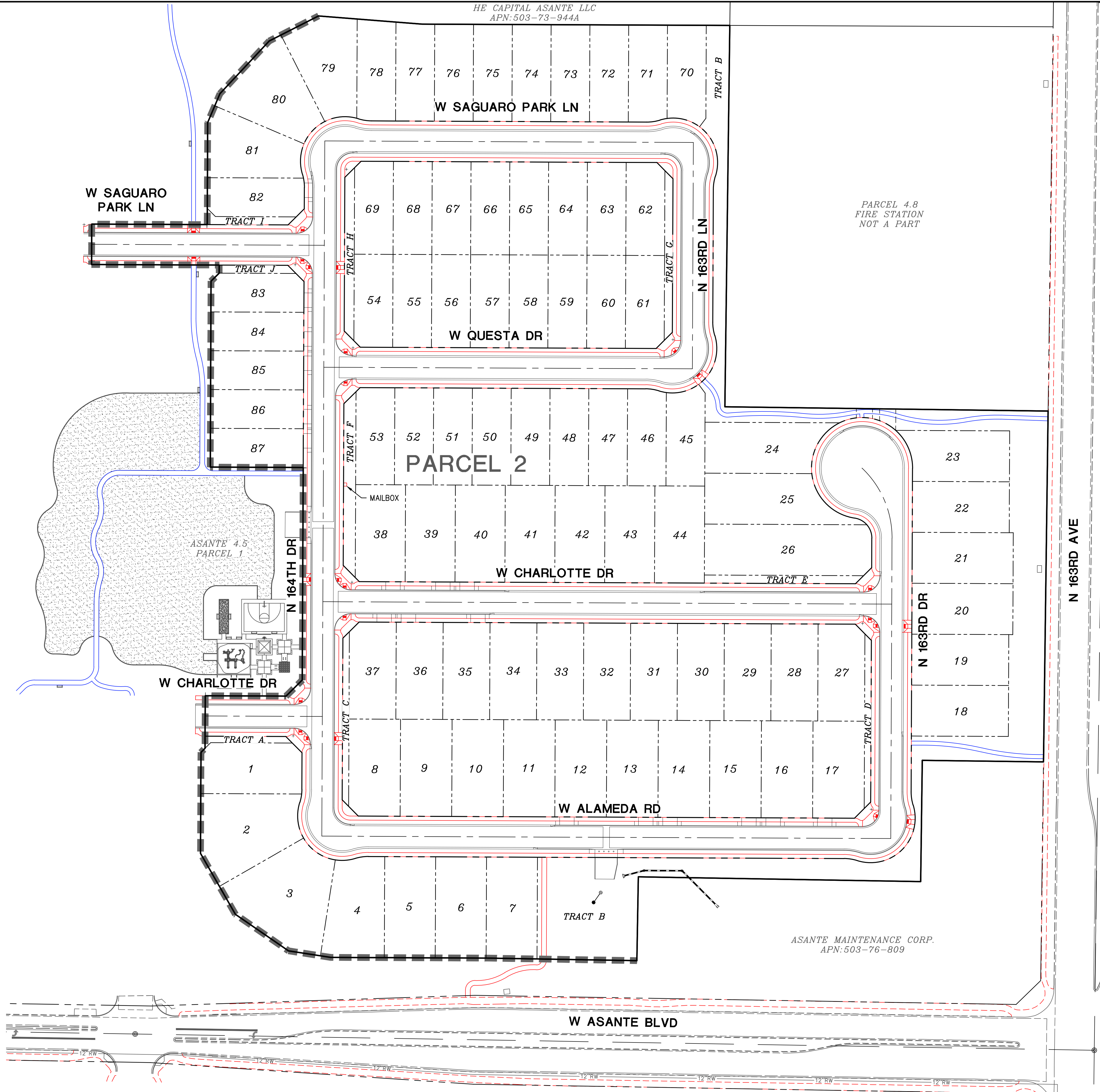
DESIGNED: HW
APPROVED: ZH

DWG. NO.

CV01

SHT. 1 OF 1

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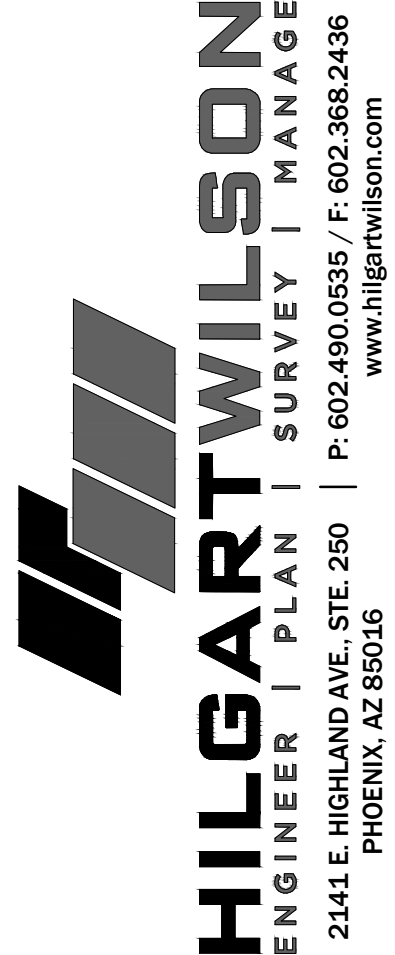


LEGEND

- PROPOSED LANDSCAPE TRAIL
 PROPOSED SIDEWALK
 EXISTING SIDEWALK



REV.:



ASANTE 4.5 - PARCEL 2

ASANTE BOULEVARD & 163RD AVE
SURPRISE, ARIZONA

VEHICULAR, BICYCLE AND PEDESTRIAN CIRCULATION PLAN

HILGARTWILSON

PROJ NO.:	1909
-----------	------

DATE: JUL 2018

SCALE: 1" = 60'

DRAWN: HW

DWG. NO.

CV01

SHT. 1 OF 1



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

9 April 2018

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: FS18-154; Asante 4.5 Parcels 1 and 2

Dear Ms. Sullivan

Thank you for the opportunity to provide comments on the Preliminary and Final Plat Application for Asante 4.5 Parcels 1 and 2. The site is located on 55.87 acres of undeveloped land at the northwest corner of Asante Boulevard and 163rd Avenue in Surprise AZ. Plans call for the construction of 214 single residential dwelling units (du), parcel one will be 127 lots and parcel two will consists of 87 lots with an overall density of 3.8 du/acre. The site is located approximately 3.29 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 inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

This request, as stated in the application, will not negatively impact the flying operations at Luke AFB. Since Asante 4.5 will be located inside the "territory in the vicinity of a military airport," it will still be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If there are 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", is written over a horizontal line.

JAMES R. MITCHELL

cc:

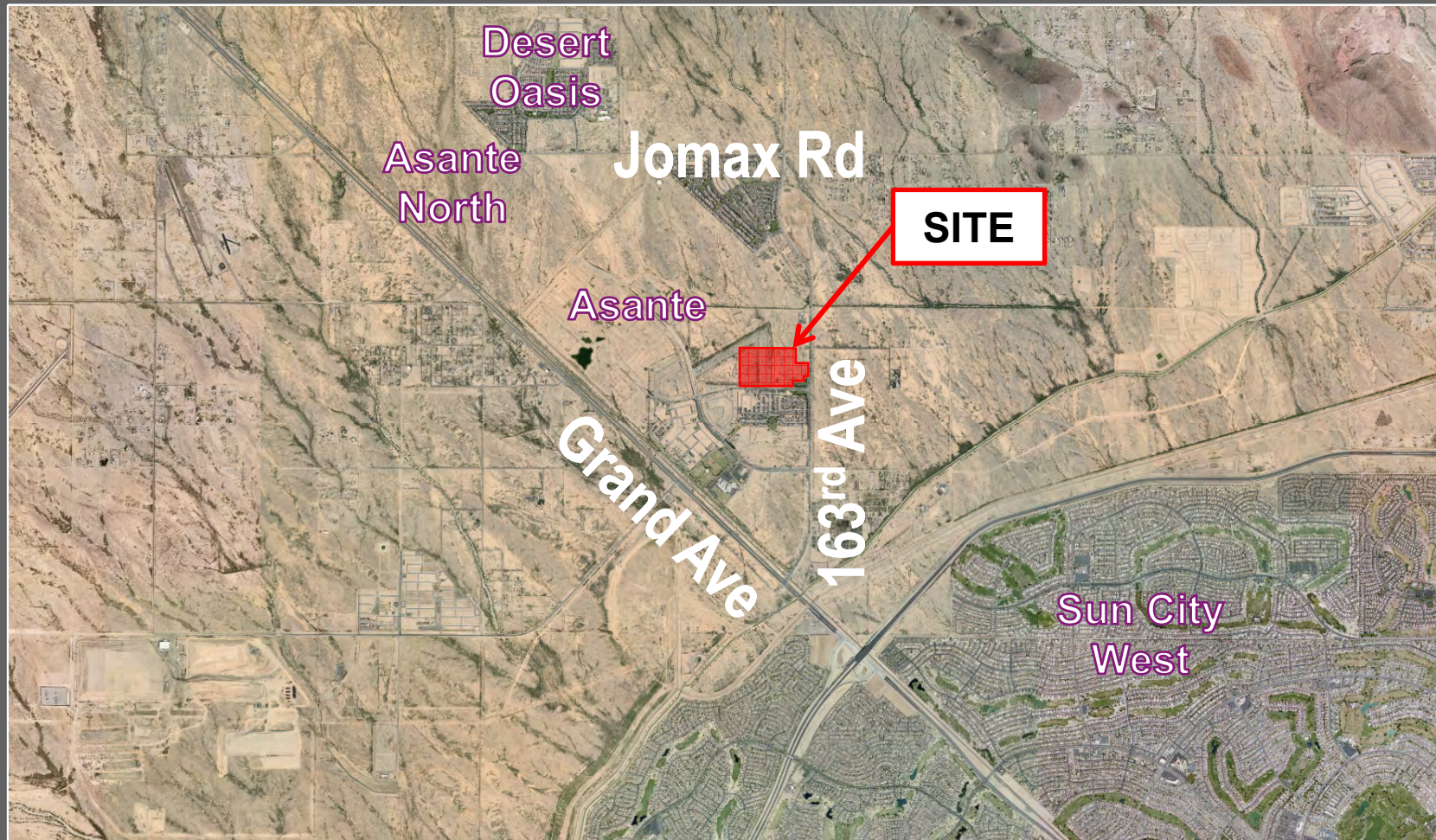
Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



SURPRISE
ARIZONA

Asante 4.5
Preliminary Plat
FS18-154

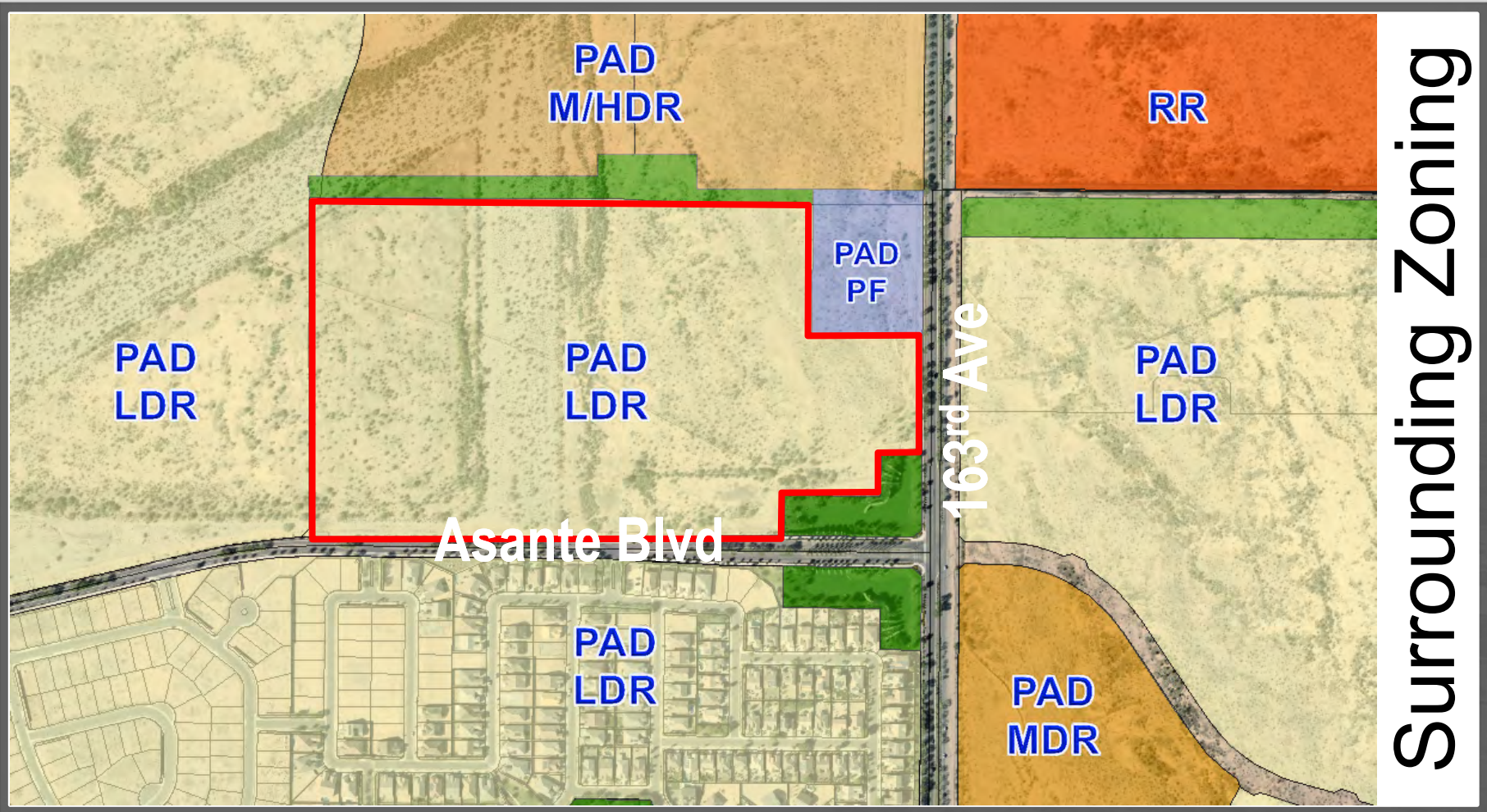
City Council
October 16, 2018



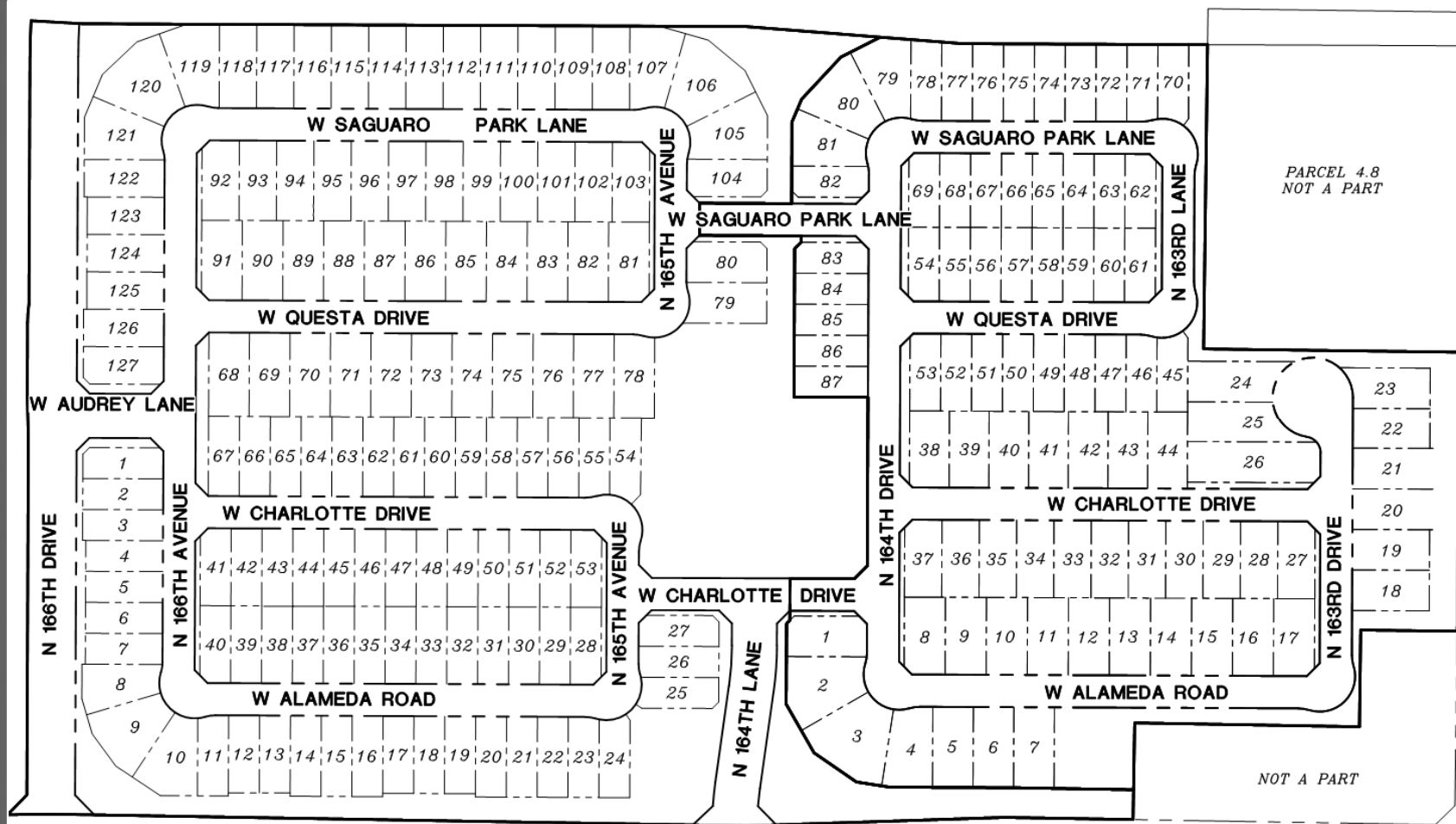
Vicinity Map



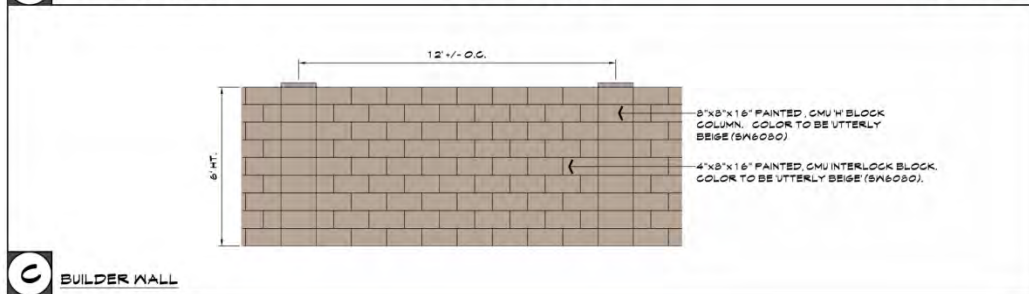
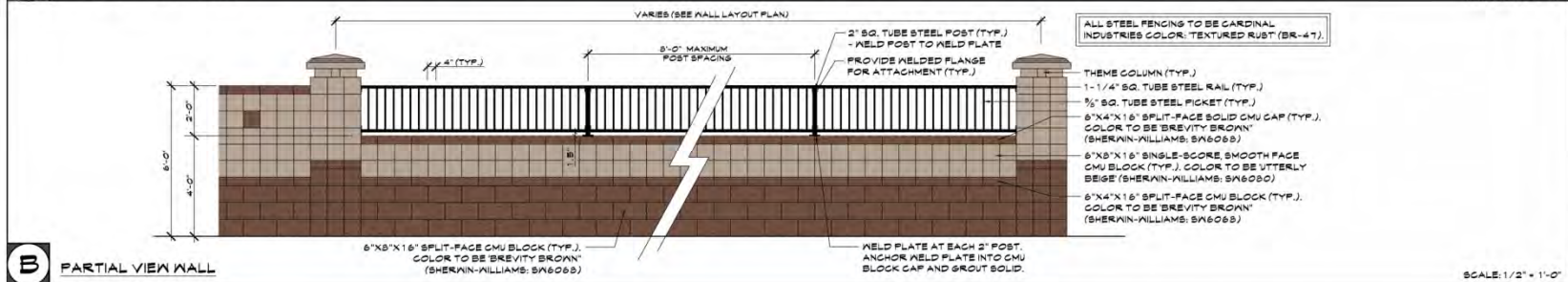
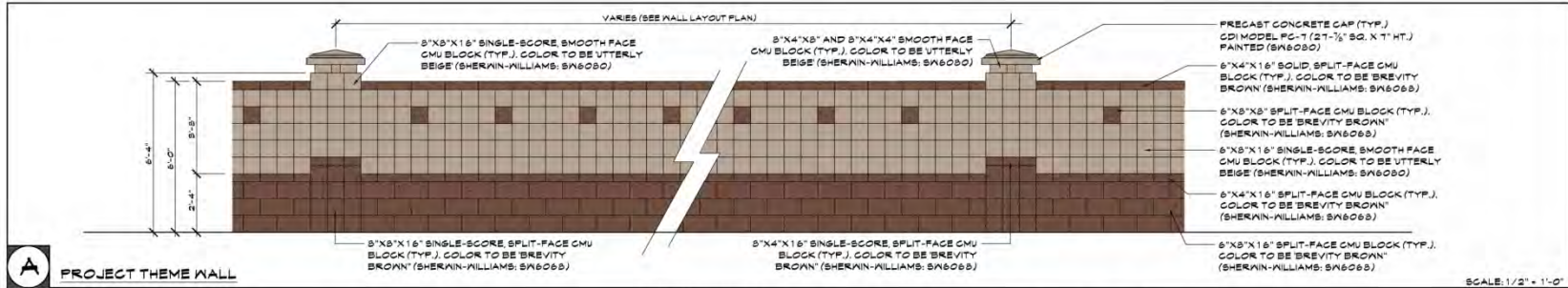
Vicinity Map



Surrounding Zoning



Preliminary Plat



Wall Plan



RECOMMENDATION

September 20, 2018

P&Z Commission Recommended Approval to the Mayor and City Council subject to stipulations A – F.





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled, "Asante 4.5-Parcel 1" dated August 14, 2018, a property generally located in the northwest corner of Asante Boulevard and 163rd Avenue.

Motion:

I move to approve the final plat entitled, "Asante 4.5-Parcel 1" dated August 14, 2018.

Background:

On March 22, 2018 Hilgart Wilson LLC, submitted a request for a Final Plat to allow for the development of a single-family residential subdivision in a portion Parcel 4.5 of the Asante PAD located in the northwest corner of Asante Boulevard and 163rd Avenue.

Objective Analysis:

This proposed Final Plat will allow for the development of a single-family residential subdivision on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-254 Asante 4.5 Parcel 1 - Staff Report](#)
 - ☐ [01 - FS18-254 Asante 4.5 Parcel 1 - Vicinity Map](#)
 - ☐ [02 - FS18-254 Asante 4.5 Parcel 1 - Final Plat](#)
 - ☐ [FS18-254 Alternative Assurance Agreement](#)
 - ☐ [03 - FS18-254 Asante 4.5 Parcel 1 - Presentation](#)
-

Case: FS18-254

Project Name: Asante 4.5 Parcel 1

Council District: 1 – Acacia

Meeting Date: October 16, 2018

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Hilgart Wilson, LLC.

Request: Final Plat for 127 Lots.

Site Location: Northwest corner of Asante Boulevard and 163rd Avenue in Asante.

Site Size: 35.128 Acres

Density: 3.78 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-254.

Support/Opposition: None known.

Recommendation: **Approve** [no stipulations on final plats]

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Asante PAD and the SUDC.
- The proposed Final Plat is consistent with the Preliminary Plat case FS18-154.

35 **Background:**

36 **November 3, 1998:** The subject parcel was annexed into the City.

37
38 **November 24, 2004:** The Mayor and City Council approved the Asante Planned Area Development
39 (PAD).

40
41 **November 30, 2017:** Staff met with the applicant to discuss the project during a regularly scheduled
42 Concept Review meeting under CR17-656.

43
44 **March 22, 2018:** The applicant filed a request for a Preliminary Plat and a Minor Zoning
45 Amendment approval for a new 214-lots residential subdivision.

46
47 **August 22, 2018:** The Community Development Director approved a Minor Amendment to the
48 Asante Planned Area Development (PAD) to modify the land use map, moving the Public Facility
49 (Parcel 4.8) from the northeast corner of Parcel 4.4 to the northeast corner of Parcel 4.5.

50
51 **September 20, 2018:** The Planning and Zoning Commission passed a motion to recommend
52 **approval** to the Mayor and City Council of the Preliminary Plat case FS18-154.

53
54 **Project Description:**

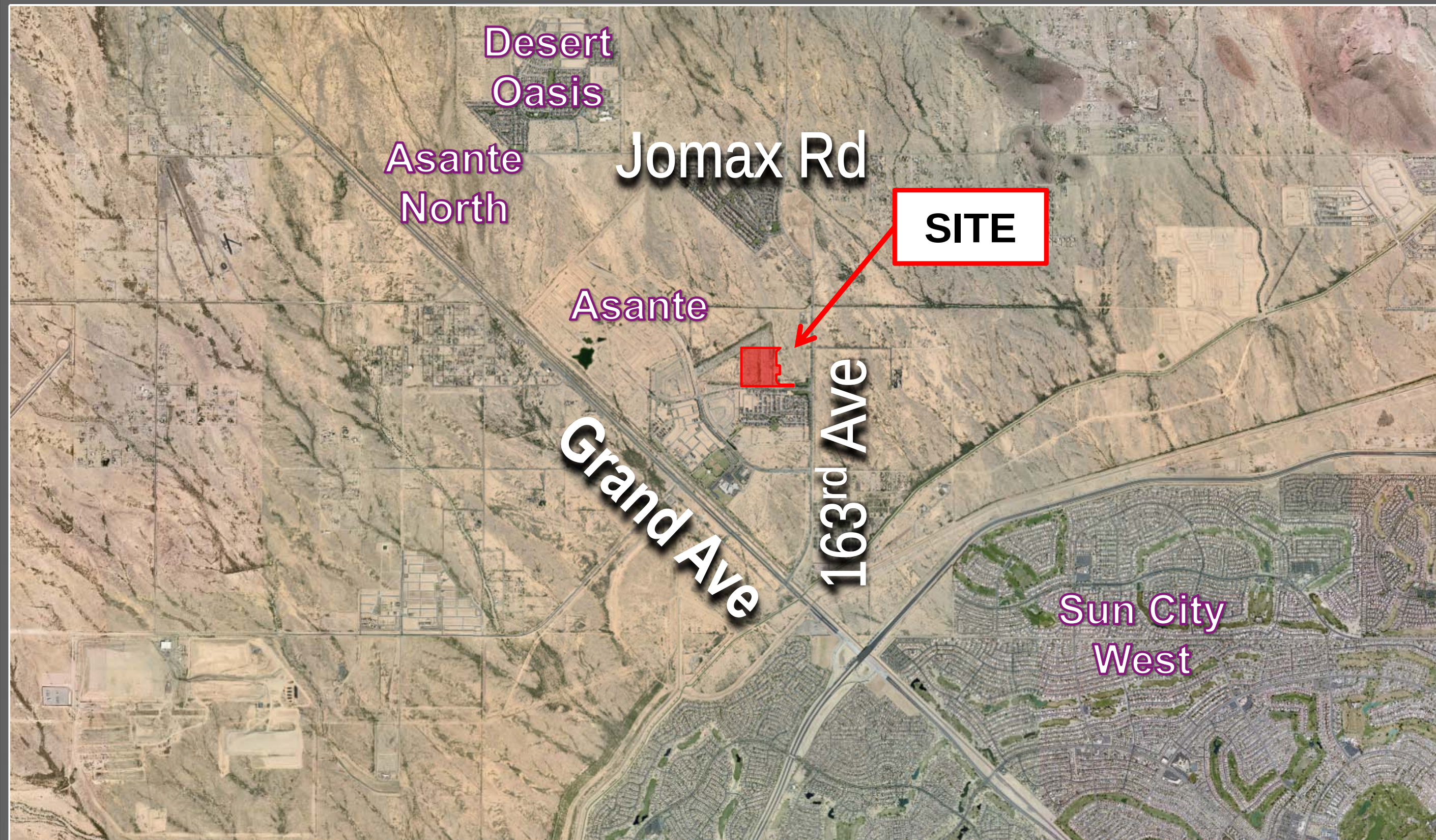
55
56 Hilgart Wilson, LLC., on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat to allow
57 for the development of a single-family residential subdivision in a portion of parcel 4.5 of the Asante
58 PAD located on the northwest corner of Asante Boulevard and 163rd Avenue. The applicant
59 proposes 127 residential lots with an amenity open space lot on approximately 35 acres.

60
61 The subject property is zoned Planned Area Development (PAD) and has a land use designations of
62 Low Density Residential. The PAD allows a maximum density of 4.1 dwelling units per acre and this
63 development (together with parcel 2) proposes a total density of 3.78 dwelling units per acre.

64
65 This Final Plat application is in conjunction with a related Preliminary Plat application (case FS18-
66 154) which was heard by the Planning and Zoning Commission on August 2, 2018. The Commission
67 moved to recommend approval of the Preliminary Plat to the Mayor and City Council. The
68 Preliminary Plat is being presented to the City Council on the same date as this Final Plat
69 application. If the City Council approves the related Preliminary Plat (case FS18-154), then the
70 proposed Final Plat will meet all the requirements of the Surprise General Plan, the Asante PAD,
71 and the SUDC.

72
73 **Attachments:**

74
75 01 Vicinity Maps
76 02 Final Plat



Vicinity Map



Vicinity Map

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "ASANTE 4.5 - PARCEL 1", BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "ASANTE 4.5 - PARCEL 1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON--MOTORIZED FORMS OF PEDESTRIAN ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

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

IN WITNESS WHEREOF:

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2018.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION

ITS: MANAGER

BY: _____
JEFFERY GUNDERSON

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2018, BEFORE ME, JEFFERY GUNDERSON WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE MANAGER OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

100 YEAR ASSURED WATER SUPPLY

THE AREA PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010--012, SIGNED ON 9--29--2010, DECISION AND ORDER NUMBER 88--002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45--576.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 4013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

FINAL PLAT
OF
ASANTE 4.5 - PARCEL 1

SURPRISE, ARIZONA
A PORTION OF THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS _____ OF ASANTE MAINTENANCE CORPORATION, AN ARIZONA NON--PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2018, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF AS, _____.

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

BY: _____ DATE _____

LEGAL DESCRIPTION

A PORTION OF THAT PARCEL OF LAND BEING DESCRIBED AS PARCEL 4 IN THAT CERTAIN DOCUMENT ENTITLED "SPECIAL WARRANTY DEED" AS FILED IN DOCUMENT NO. 2009--0486171 RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 12 FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 12 THEREOF BEARS NORTH 00°44'56" EAST, 2634.27 FEET; THENCE NORTH 89°01'45" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, 567.79 FEET TO THE SOUTHERLY PROJECTION OF THE WEST LINE OF TRACT C, AS SHOWN ON THE SUBDIVISION PLAT OF ASANTE PHASE ONE AS FILED IN BOOK 938 OF MAPS, PAGE 32 RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE NORTH 00°58'15" EAST ALONG SAID PROJECTED WEST LINE, 55.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID ASANTE BOULEVARD, SAID POINT BEING THE SOUTHWEST CORNER OF SAID TRACT C, BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH LINE; THENCE NORTH 89°01'45" WEST, 199.71 FEET; THENCE SOUTH 88°06'38" WEST, 400.78 FEET; THENCE NORTH 89°01'45" WEST, 1053.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2035.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°41'49", AN ARC LENGTH OF 95.79 FEET TO A TANGENT LINE BEING THE WEST LINE OF SAID PARCEL 4 OF THE AFORESAID SPECIAL WARRANTY DEED; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID WEST LINE; THENCE NORTH 44°28'14" EAST, 42.99 FEET; THENCE NORTH 00°14'41" EAST, 551.26 FEET; THENCE NORTH 01°23'31" WEST, 70.03 FEET; THENCE NORTH 00°14'41" EAST, 113.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 205.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'42", AN ARC LENGTH OF 27.35 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°38'42", AN ARC LENGTH OF 2.67 FEET TO A TANGENT LINE; THENCE NORTH 00°14'41" EAST, 382.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°02'37", AN ARC LENGTH OF 55.25 FEET TO A TANGENT LINE BEING THE NORTH LINE OF SAID PARCEL 4 OF AFORESAID SPECIAL WARRANTY DEED; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH LINE; THENCE LEAVING SAID WEST LINE SOUTH 86°42'42" EAST, 80.00 FEET; THENCE SOUTH 89°45'19" EAST, 1030.89 FEET; THENCE SOUTH 85°30'56" EAST, 209.78 FEET; THENCE LEAVING SAID NORTH LINE, THROUGH SAID PARCEL 4 OF AFORESAID SPECIAL WARRANTY DEED, SOUTH 63°06'02" WEST, 68.38 FEET; THENCE SOUTH 43°04'35" WEST, 89.23 FEET; THENCE SOUTH 23°03'07" WEST, 38.69 FEET; THENCE SOUTH 00°14'41" WEST, 126.32 FEET; THENCE NORTH 89°45'19" WEST, 142.94 FEET; THENCE SOUTH 00°14'41" WEST, 50.00 FEET; THENCE SOUTH 89°45'19" EAST, 157.94 FEET; THENCE SOUTH 00°14'41" WEST, 10.00 FEET; THENCE SOUTH 45°14'41" WEST, 14.14 FEET; THENCE SOUTH 00°14'41" WEST, 230.00 FEET; THENCE SOUTH 89°45'19" EAST, 115.00 FEET; THENCE SOUTH 00°14'41" WEST, 262.86 FEET; THENCE SOUTH 45°14'41" WEST, 28.28 FEET; THENCE NORTH 89°45'19" WEST, 100.00 FEET; THENCE SOUTH 00°14'41" WEST, 65.00 FEET; THENCE SOUTH 45°14'41" WEST, 7.07 FEET; THENCE SOUTH 00°14'41" WEST, 124.99 FEET; THENCE SOUTH 29°48'51" EAST, 86.87 FEET; THENCE SOUTH 55°29'29" EAST, 79.77 FEET; THENCE SOUTH 81°10'07" EAST, 53.02 FEET; THENCE SOUTH 89°45'19" EAST, 192.09 FEET; THENCE SOUTH 89°01'45" EAST, 186.58 FEET TO A POINT ON AFORESAID WEST LINE OF TRACT C; THENCE SOUTH 00°58'15" WEST ALONG SAID WEST LINE, 46.28 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

BASIS OF BEARING IS N00°44'56"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

OWNER

LCD ASANTE LLC
1725 W. GREENTREE DRIVE, SUITE 110
TEMPE, ARIZONA 85284

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PH: (602) 490--0535
FAX: (602) 368--2436
CONTACT: ROBERT A. JOHNSTON RLS

SHEET INDEX

FP01	COVER SHEET
FP02	SHEET INDEX MAP, LEGEND, NOTES, LOT/TRACT AREA TABLE, LOT SETBACK & VISIBILITY DETAIL
FP03--FP09	FINAL PLAT

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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

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.

THE CITY OF SURPRISE AGREES TO INDEMNIFY LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE OR MEMBERS OF THE PUBLIC USING THE TRAIL PURSUANT TO THE TERMS OF THIS EASEMENT, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENT, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2018, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2018.

MAYOR

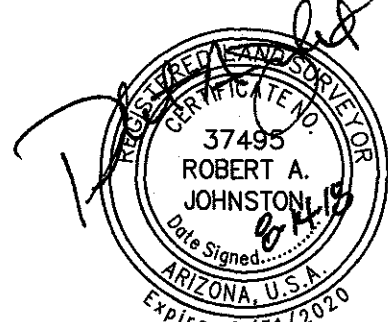
ATTEST:

CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS
RLS# 37495
HILGARTWILSON LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490--0535
rjohnston@hilgartwilson.com



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



ASANTE 4.5 - PARCEL 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

STATUS: _____

PROJ. NO.: 1909

DATE: JUNE 2018

SCALE: AS SHOWN

DRAWN: JHVD

APPROVED: RAJ

MUNICIPAL TRACKING NO:

FS18--254

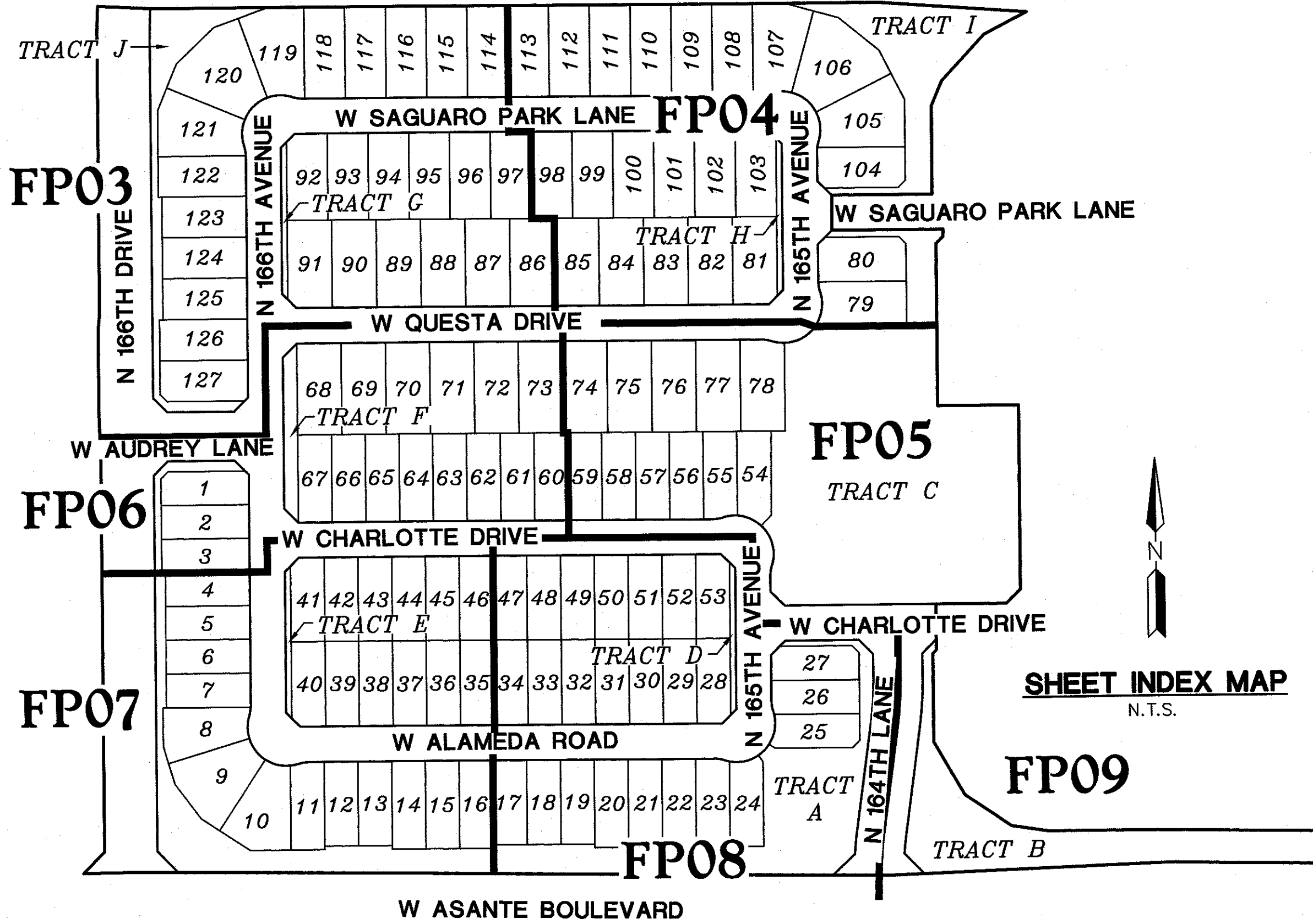
DWG. NO.

FP01

SHT. 1 OF 9

NOTES

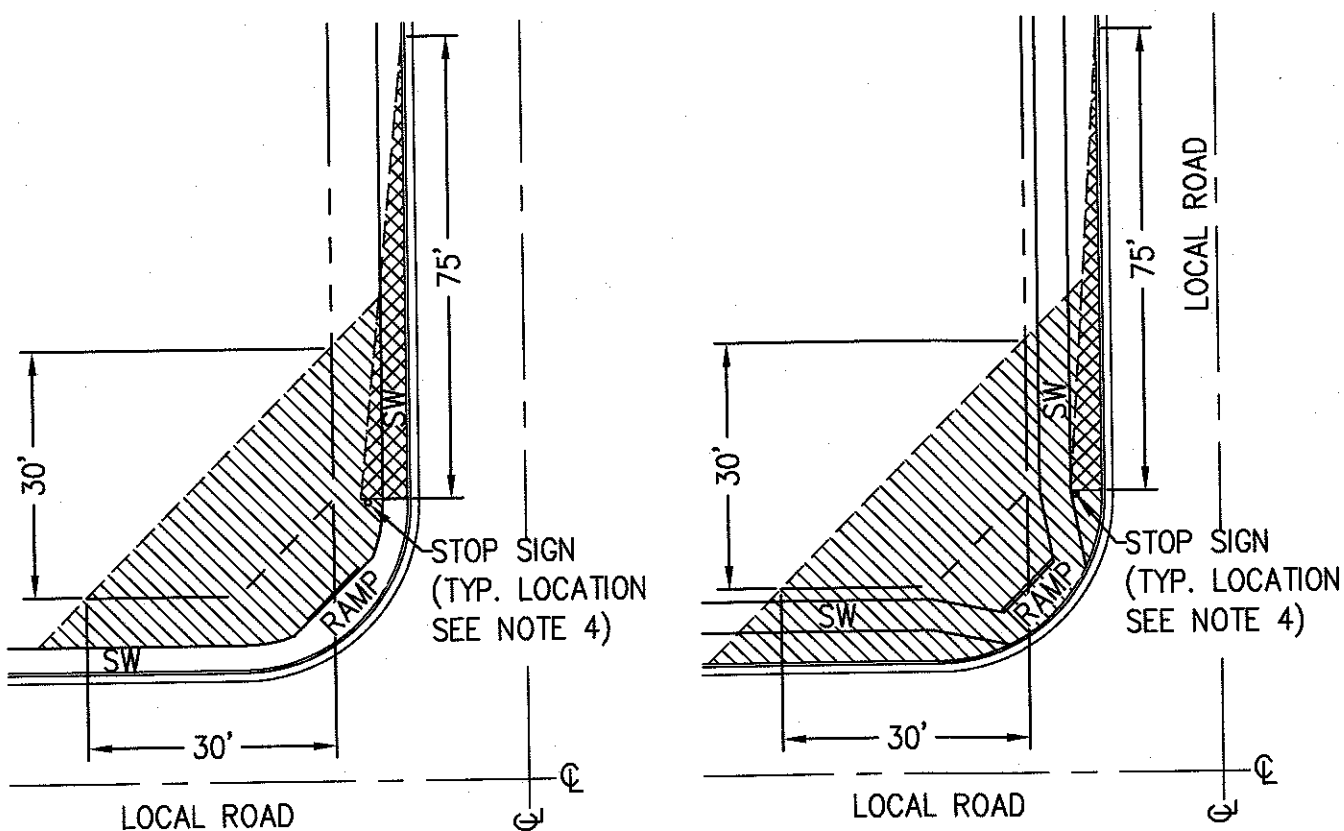
1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.



TRACT AREA =	297,134 SQ. FT.	6.821 ACRES
LOT AREA =	872,000 SQ. FT.	20.018 ACRES
RIGHT-OF-WAY =	361,047 SQ. FT.	8.288 ACRES
GROSS AREA =	1,530,181 SQ. FT.	35.128 ACRES
NET AREA =	1,169,134 SQ. FT.	26.839 ACRES
	(NET = GROSS MINUS RIGHT-OF-WAYS)	
DENSITY (GROSS) =	3.6 D.U. / ACRE	
DENSITY (NET) =	4.7 D.U. / ACRE	

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.6798	COMMON AREA, DRAINAGE
TRACT B	0.9556	COMMON AREA, DRAINAGE
TRACT C	2.9867	COMMON AREA, DRAINAGE
TRACT D	0.0382	COMMON AREA
TRACT E	0.0382	COMMON AREA
TRACT F	0.1079	COMMON AREA
TRACT G	0.0397	COMMON AREA
TRACT H	0.0397	COMMON AREA
TRACT I	0.5880	COMMON AREA, DRAINAGE
TRACT J	0.3474	COMMON AREA

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE EXISTING AND/OR BEING DEDICATED ARE IDENTIFIED ON THE FOLLOWING SHEETS.
3. TRACT "USES" LISTED ABOVE ARE NOT INTENDED TO BE EASEMENTS THAT ARE BLANKET IN NATURE ACROSS THE ENTIRE TRACT.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
 2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCRoACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
 3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
 4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
- UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
- NO VEGETATION OVER 30 INCHES IN HEIGHT

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	5938	0.1363
LOT : 2	6000	0.1377
LOT : 3	6000	0.1377
LOT : 4	5760	0.1322
LOT : 5	5760	0.1322
LOT : 6	5760	0.1322
LOT : 7	5760	0.1322
LOT : 8	7497	0.1721
LOT : 9	9756	0.2240
LOT : 10	8914	0.2046
LOT : 11	5944	0.1364
LOT : 12	5760	0.1322
LOT : 13	5760	0.1322
LOT : 14	6000	0.1377
LOT : 15	6000	0.1377
LOT : 16	6000	0.1377
LOT : 17	5760	0.1322
LOT : 18	5760	0.1322
LOT : 19	5760	0.1322
LOT : 20	6000	0.1377
LOT : 21	6000	0.1377
LOT : 22	6000	0.1377

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 67	6000	0.1377
LOT : 68	8190	0.1880
LOT : 69	8190	0.1880
LOT : 70	8190	0.1880
LOT : 71	8190	0.1880
LOT : 72	8190	0.1880
LOT : 73	8190	0.1880
LOT : 74	8190	0.1880
LOT : 75	8190	0.1880
LOT : 76	8190	0.1880
LOT : 77	8190	0.1880
LOT : 78	8103	0.1860
LOT : 79	7739	0.1777
LOT : 80	7775	0.1785
LOT : 81	7777	0.1785
LOT : 82	7845	0.1801
LOT : 83	7845	0.1801
LOT : 84	7845	0.1801
LOT : 85	7845	0.1801
LOT : 86	7845	0.1801
LOT : 87	7845	0.1801
LOT : 88	7845	0.1801

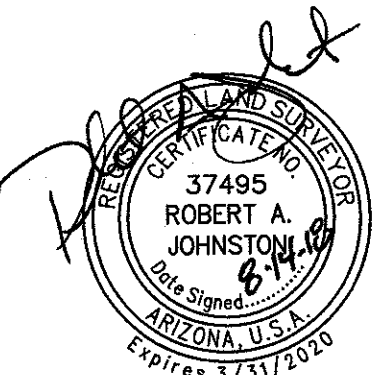
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 23	5968	0.1370
LOT : 24	5888	0.1352
LOT : 25	5829	0.1338
LOT : 26	5973	0.1371
LOT : 27	5878	0.1349
LOT : 28	5688	0.1306
LOT : 29	5760	0.1322
LOT : 30	5760	0.1322
LOT : 31	5760	0.1322
LOT : 32	5760	0.1322
LOT : 33	5760	0.1322
LOT : 34	5760	0.1322
LOT : 35	5760	0.1322
LOT : 36	5760	0.1322
LOT : 37	5760	0.1322
LOT : 38	5760	0.1322
LOT : 39	5760	0.1322
LOT : 40	5688	0.1306
LOT : 41	5688	0.1306
LOT : 42	5760	0.1322
LOT : 43	5760	0.1322
LOT : 44	5760	0.1322

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 89	7845	0.1801
LOT : 90	7845	0.1801
LOT : 91	7773	0.1785
LOT : 92	7120	0.1635
LOT : 93	7192	0.1651
LOT : 94	7192	0.1651
LOT : 95	7192	0.1651
LOT : 96	7192	0.1651
LOT : 97	7192	0.1651
LOT : 98	7192	0.1651
LOT : 99	7192	0.1651
LOT : 100	7192	0.1651
LOT : 101	7192	0.1651
LOT : 102	7192	0.1651
LOT : 103	7120	0.1635
LOT : 104	7149	0.1641
LOT : 105	9768	0.2242
LOT : 106	11671	0.2679
LOT : 107	8911	0.2046
LOT : 108	7540	0.1731
LOT : 109	7540	0.1731
LOT : 110	7540	0.1731

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 45	5760	0.1322
LOT : 46	5760	0.1322
LOT : 47	5760	0.1322
LOT : 48	5760	0.1322
LOT : 49	5760	0.1322
LOT : 50	5760	0.1322
LOT : 51	5760	0.1322
LOT : 52	5760	0.1322
LOT : 53	5688	0.1306
LOT : 54	6110	0.1403
LOT : 55	5898	0.1354
LOT : 56	6000	0.1377
LOT : 57	6000	0.1377
LOT : 58	6000	0.1377
LOT : 59	6000	0.1377
LOT : 60	6000	0.1377
LOT : 61	6000	0.1377
LOT : 62	6000	0.1377
LOT : 63	6000	0.1377
LOT : 64	6000	0.1377
LOT : 65	6000	0.1377
LOT : 66	6000	0.1377

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 111	7540	0.1731
LOT : 112	7540	0.1731
LOT : 113	7540	0.1731
LOT : 114	7540	0.1731
LOT : 115	7540	0.1731
LOT : 116	7540	0.1731
LOT : 117	7540	0.1731
LOT : 118	7540	0.1731
LOT : 119	9308	0.2137
LOT : 120	11671	0.2679
LOT : 121	9272	0.2129
LOT : 122	7250	0.1664
LOT : 123	6960	0.1598
LOT : 124	6960	0.1598
LOT : 125	6960	0.1598
LOT : 126	7250	0.1664
LOT : 127	7188	0.1650

TOTAL LOT AREA =
872,000 SQ. FT. OR 20.018 ACRES



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ASANTE 4.5 - PARCEL 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1909

DATE: JUNE 2018

SCALE: AS SHOWN

DRAWN: JHVD

APPROVED: RAJ

DWG. NO.

FP2

SHT. 2 OF 9

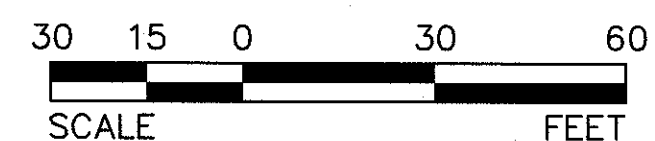
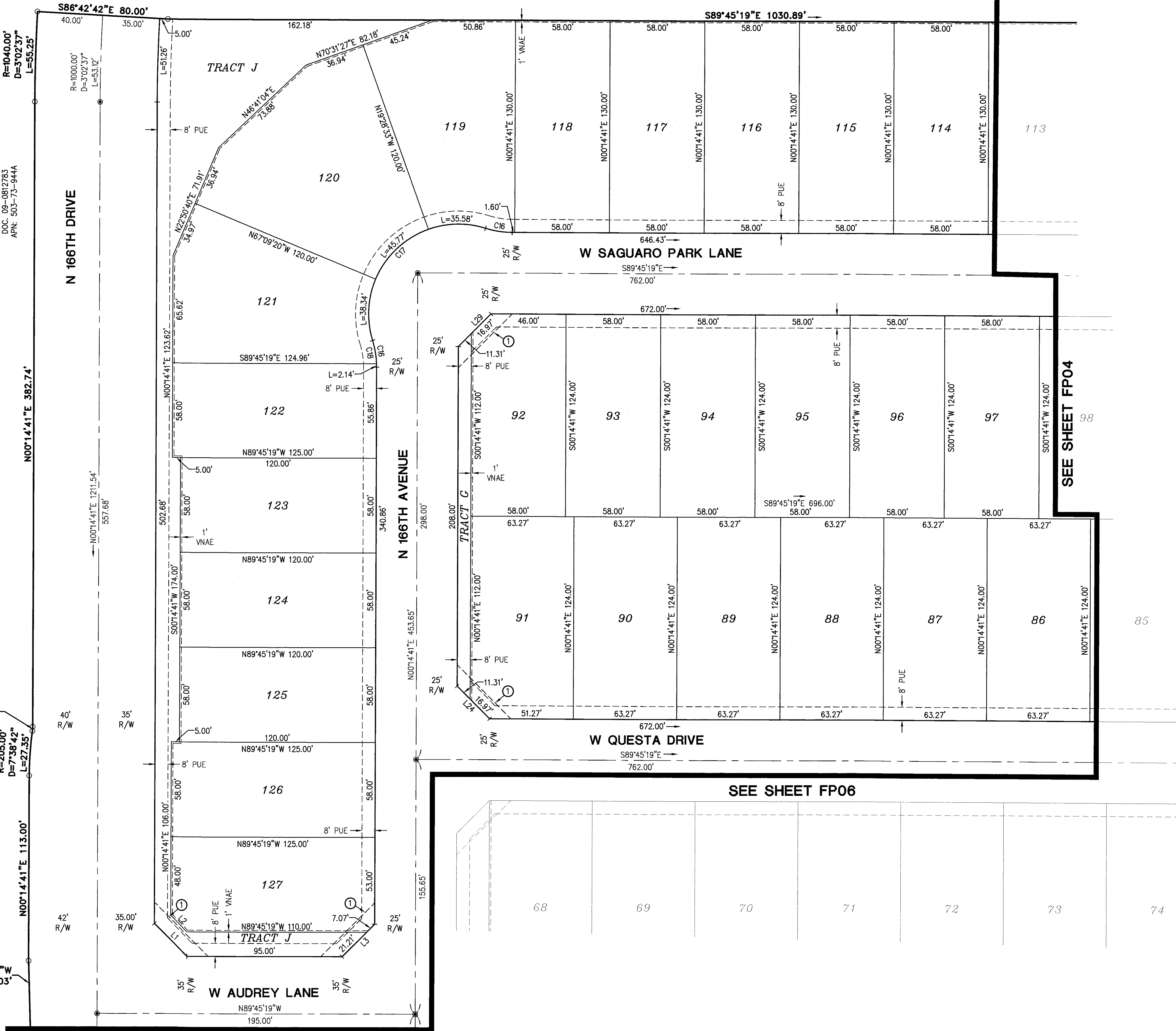
UNSUBDIVIDED
DOC. 09-0812783
APN: 503-73-944A

UNSUBDIVIDED
DOC. 09-0812783
APN: 503-73-944A

R=20.00'
D=7°38'42"
L=2.67'

R=205.00'
D=7°38'42"
L=27.35'

N01°23'31"W
70.03'



LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- ⊙ BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - SIGHT VISIBILITY TRIANGLE
- - - VEHICLE NON-ACCESS EASEMENT
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF BEGINNING
- - - POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C16	55.00'	17°20'29"	16.65'
C17	55.00'	124°40'58"	119.69'
C18	55.00'	15°06'59"	14.51'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S44°45'19"E	28.28'
L2	S44°45'19"E	14.14'
L3	N45°14'41"E	28.28'
L24	S44°45'19"E	28.28'
L29	N45°14'41"E	28.28'

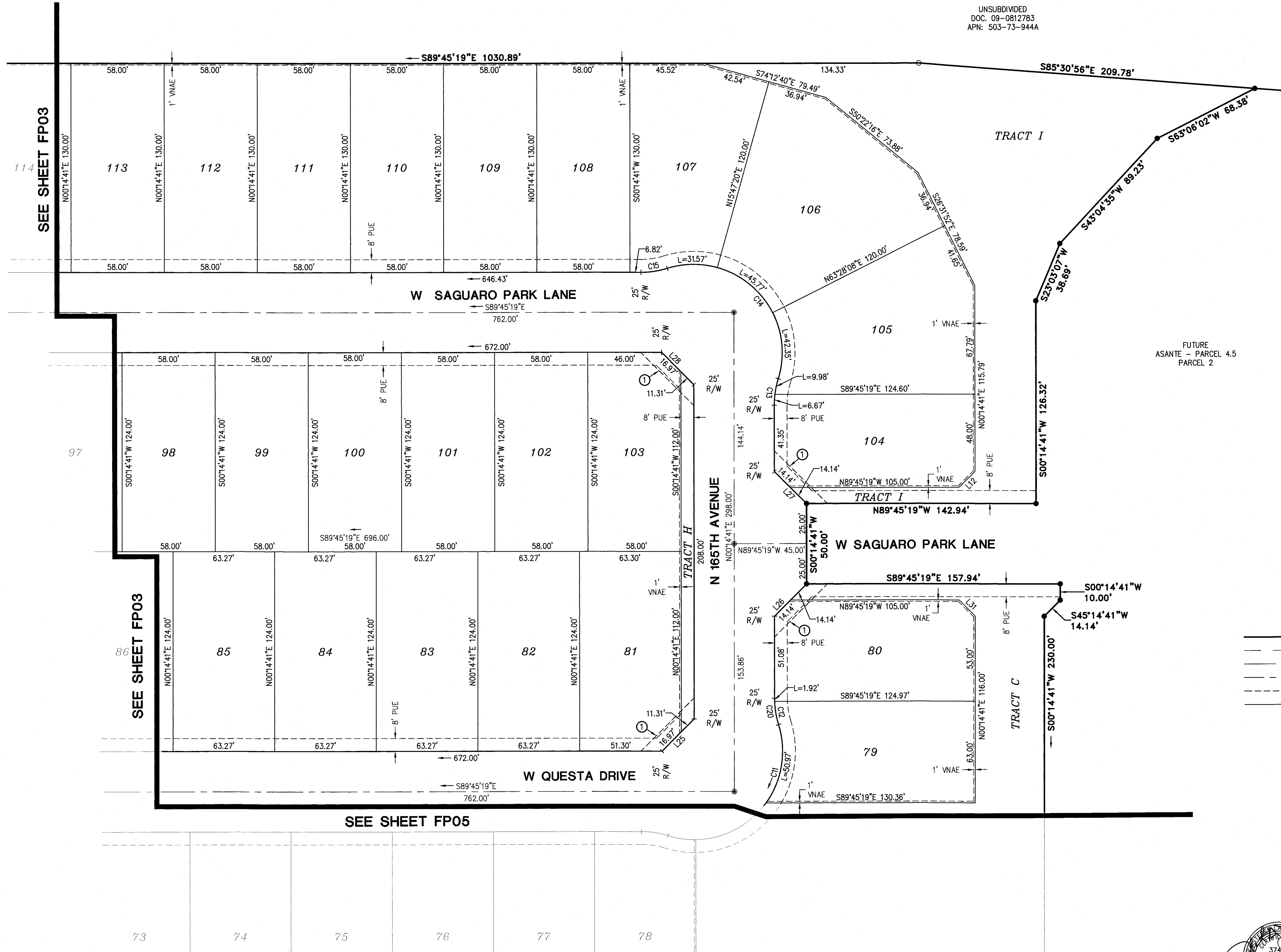


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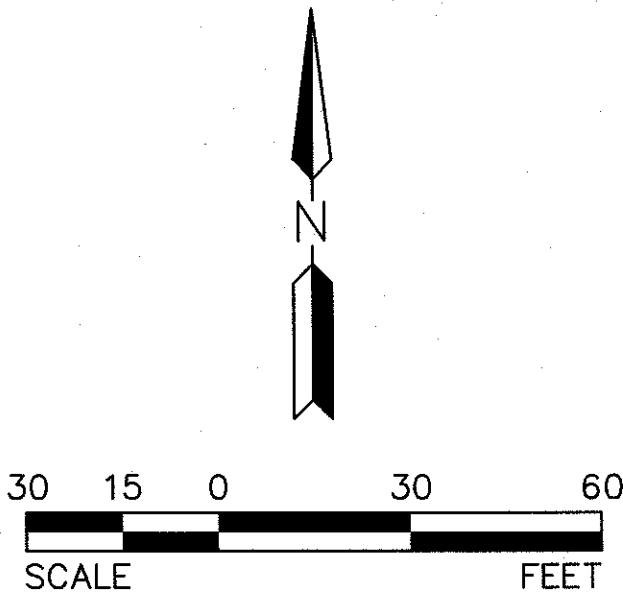
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ASANTE 4.5 - PARCEL 1
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA
FINAL PLAT

STATUS:		MUNICIPAL TRACKING NO:	
PROJ. NO.: 1909	DATE: JUNE 2018	FS18-254	
SCALE: AS SHOWN	DRAWN: JHVD	APPROVED: RAJ	
DWG. NO.		FP03	
SHT. 3 OF 9			



UNSUBDIVIDED
DOC. 09-0812783
APN: 503-73-944A



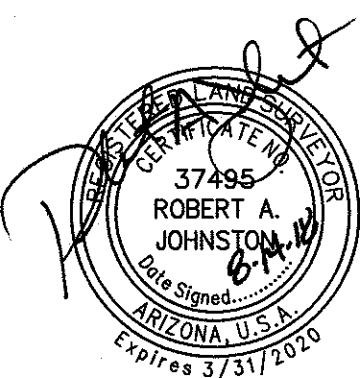
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C11	55.00'	124°40'58"	119.69'
C12	55.00'	15°20'16"	14.72'
C13	55.00'	17°20'29"	16.65'
C14	55.00'	124°40'58"	119.69'
C15	55.00'	17°20'29"	16.65'
C20	55.00'	17°20'29"	16.65'

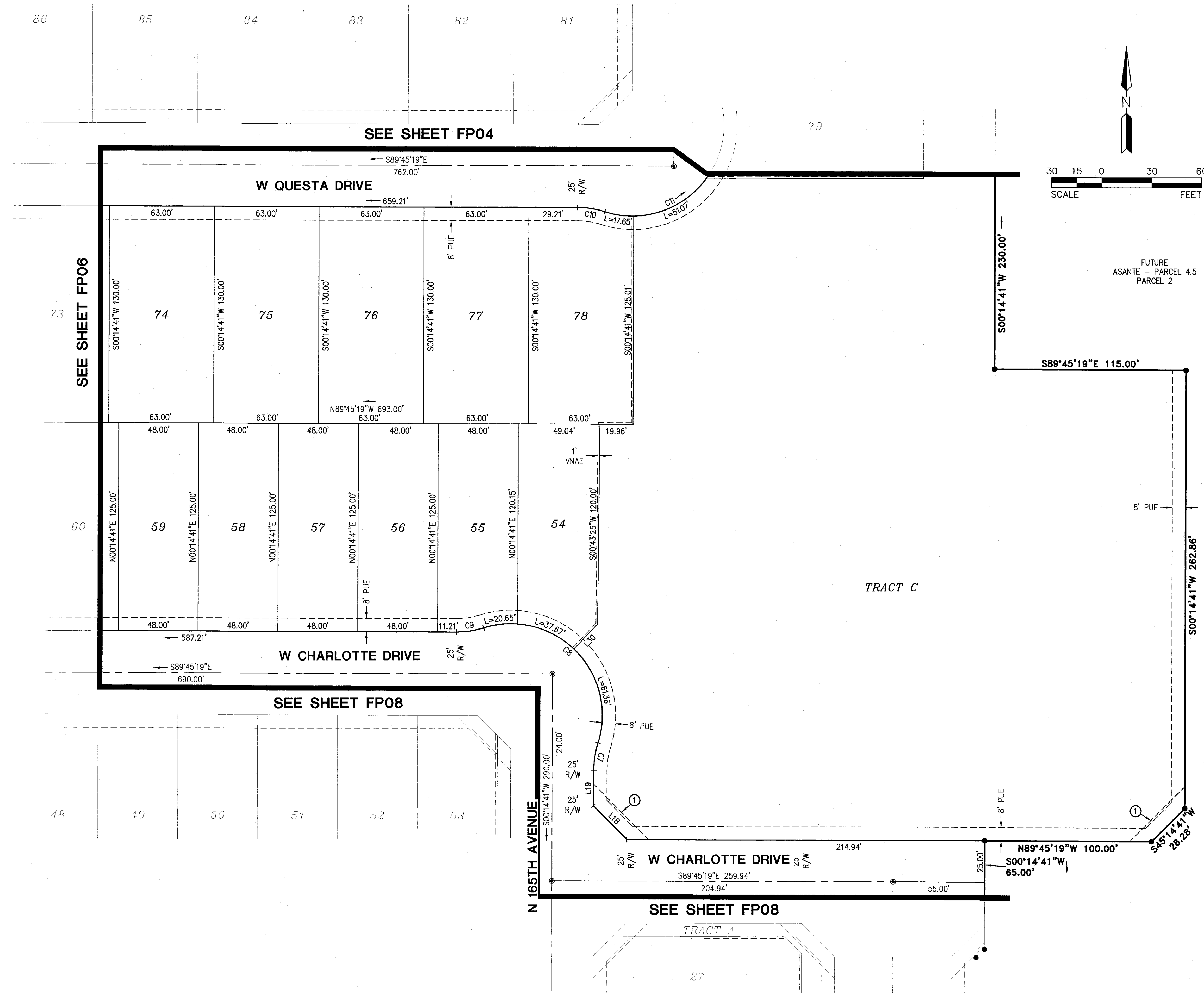
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	N45°14'41"E	14.14'
L25	N45°14'41"E	28.28'
L26	N45°14'41"E	28.28'
L27	S44°45'19"E	28.28'
L28	S44°45'19"E	28.28'
L31	S44°45'19"E	14.14'

FUTURE
ASANTE - PARCEL 4.5
PARCEL 2

LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- ⊙ BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- RIGHT-OF-WAY
- R/W PUBLIC UTILITY EASEMENT
- PUE SIGHT VISIBILITY TRIANGLE
- SVT VEHICLE NON-ACCESS EASEMENT
- VNAE MARICOPA COUNTY RECORDS
- MCR REGISTERED LAND SURVEYOR
- RLS ASSESSOR PARCEL NUMBER
- APN POINT OF BEGINNING
- P.O.B. POINT OF COMMENCEMENT
- P.O.C. 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)



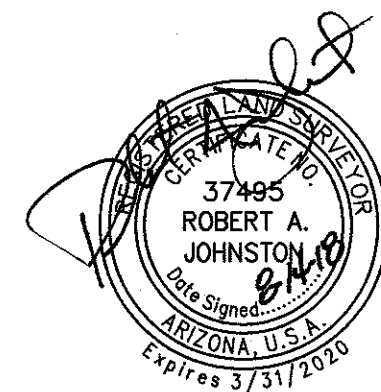


LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- ⊙ BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C7	55.00'	17°20'29"	16.65'
C8	55.00'	124°40'58"	119.69'
C9	55.00'	17°20'29"	16.65'
C10	55.00'	17°20'29"	16.65'
C11	55.00'	124°40'58"	119.69'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L18	S44°45'19"E	28.28'
L19	S00°14'41"W	21.21'
L30	S43°39'38"W	20.72'



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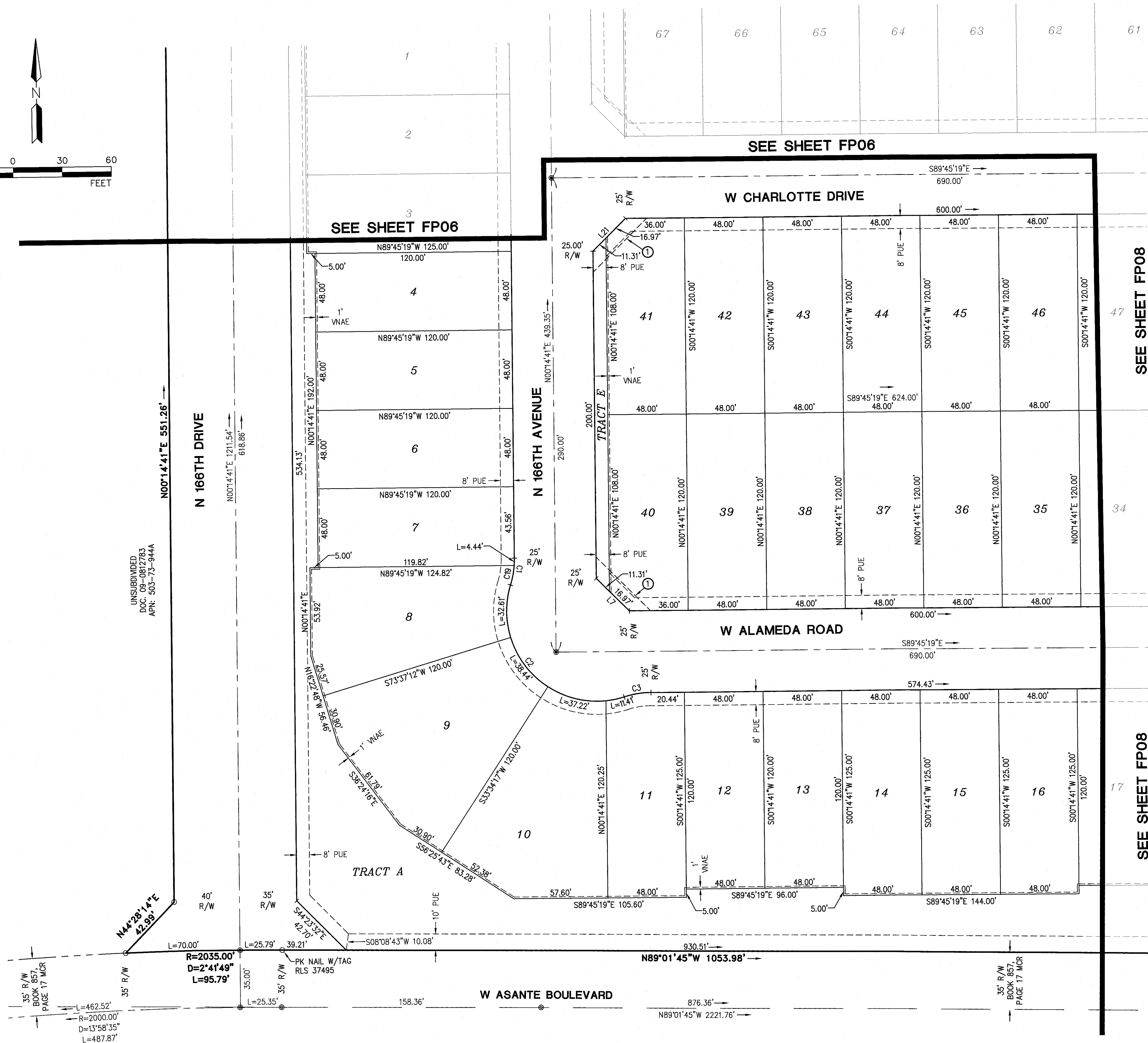
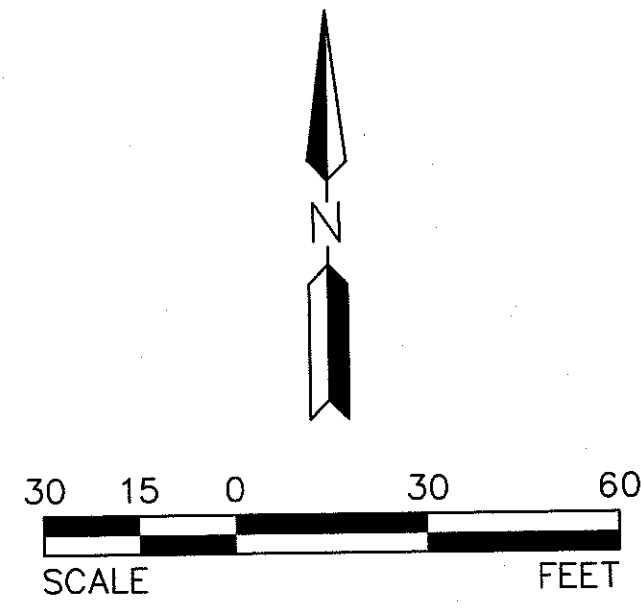
ASANTE 4.5 - PARCEL 1
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: JUNE 2018
SCALE: AS SHOWN
DRAWN: JHVD
APPROVED: RAJ

STATUS:
MUNICIPAL TRACKING NO:
FS18-254

DWG. NO.
FP05
SHT. 5 OF 9

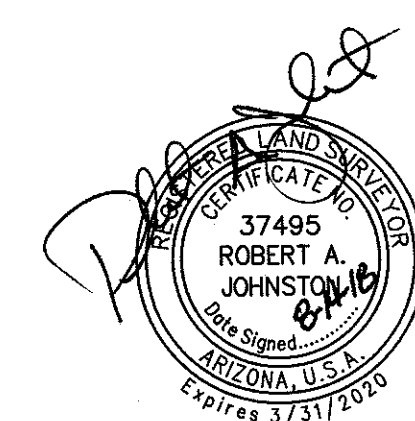


LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	17°20'29"	16.65'
C2	55.00'	124°40'58"	119.69'
C3	55.00'	17°20'29"	16.65'
C19	55.00'	12°42'44"	12.20'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	S44°45'19"E	28.28'
L21	N45°14'41"E	28.28'



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ASANTE 4.5 - PARCEL 1

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: JUNE 2018
SCALE: AS SHOWN
DRAWN: JHYD
APPROVED: RAJ

MUNICIPAL TRACKING NO:
FS18-254

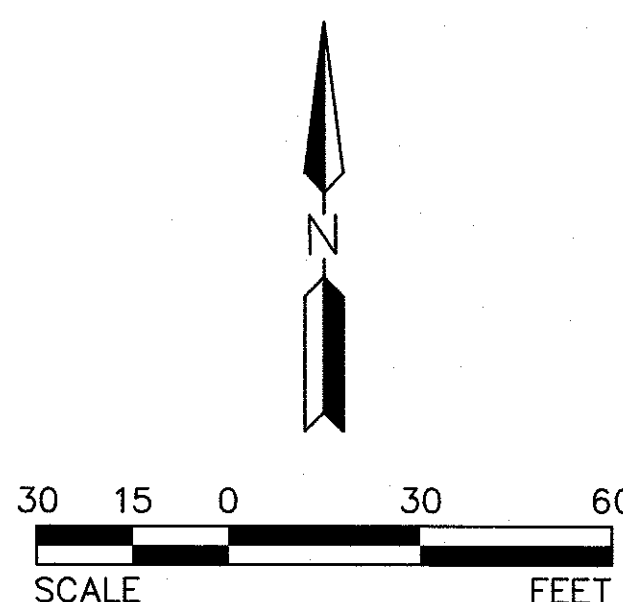
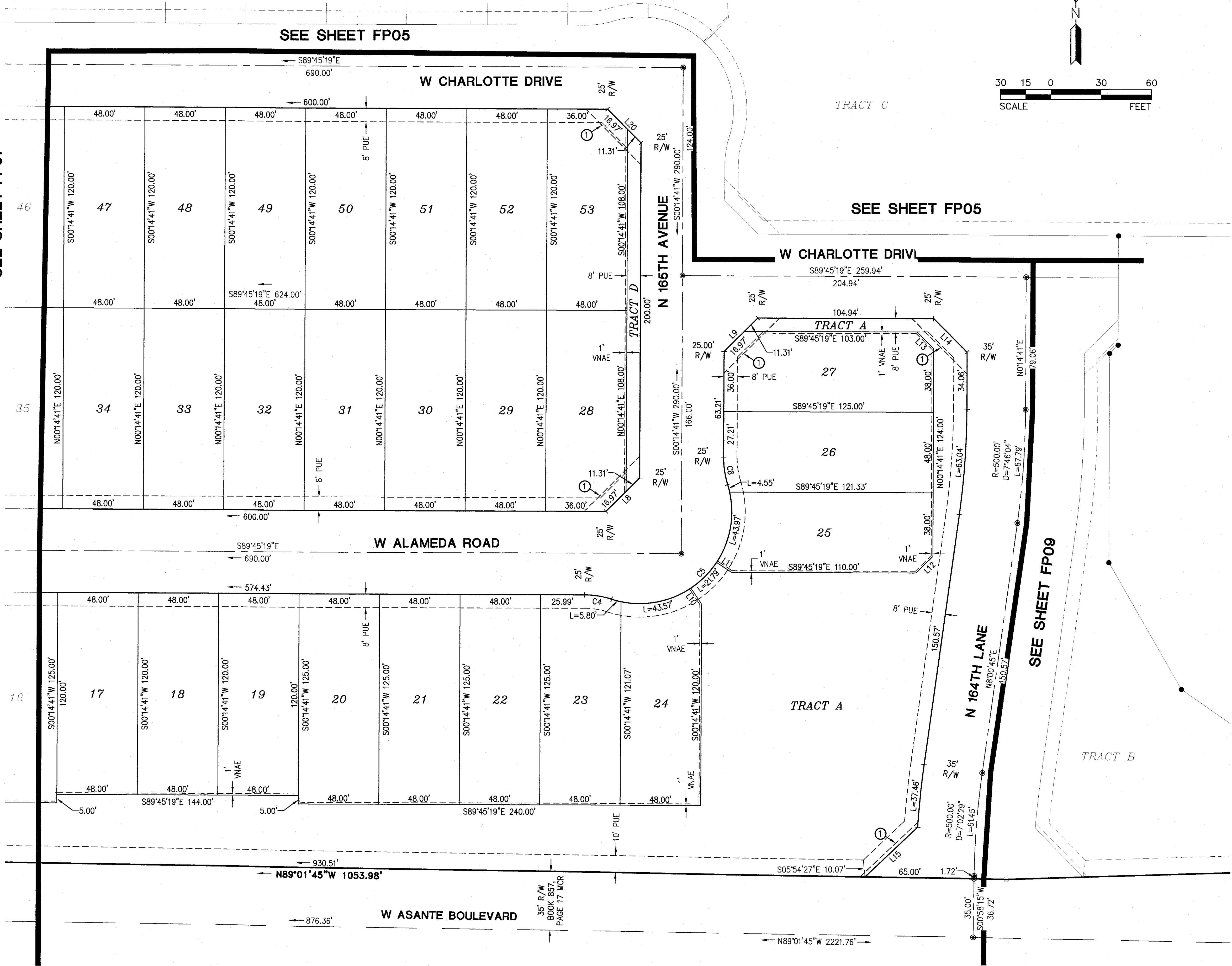
DWG. NO.

FP07

SHT. 7 OF 9

SEE SHEET FP07

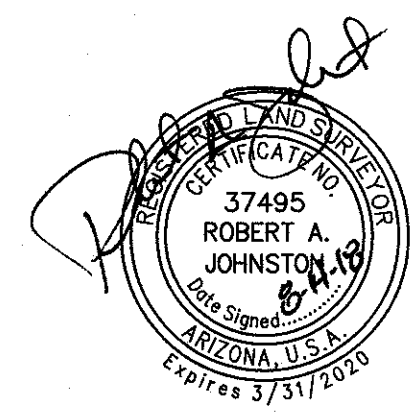
SEE SHEET FP07



- LEGEND**
- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
 - ⊠ FOUND BRASS CAP IN HAND HOLE
 - FOUND BRASS CAP FLUSH
 - SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
 - BRASS CAP, FLUSH PER MAG STD. DTL. 120-1 TYPE B
 - BOUNDARY LINE
 - - - SECTION LINE
 - - - CENTER LINE
 - - - RIGHT OF WAY
 - - - EASEMENT
 - - - PARCEL LINE
 - - - RIGHT-OF-WAY
 - - - PUBLIC UTILITY EASEMENT
 - - - SIGHT VISIBILITY TRIANGLE
 - - - VEHICLE NON-ACCESS EASEMENT
 - - - MARICOPA COUNTY RECORDS
 - - - REGISTERED LAND SURVEYOR
 - - - ASSESSOR PARCEL NUMBER
 - - - POINT OF BEGINNING
 - - - POINT OF COMMENCEMENT
 - ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	55.00'	172°0'29"	16.65'
C5	55.00'	124°40'58"	119.69'
C6	55.00'	172°0'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	N45°14'41"E	28.28'
L9	N45°14'41"E	28.28'
L10	N33°50'43"W	11.41'
L11	N56°32'55"W	10.73'
L12	N45°14'41"E	14.14'
L13	S44°45'19"E	14.14'
L14	S44°45'19"E	28.28'
L15	N46°40'35"E	42.96'
L20	S44°45'19"E	28.28'

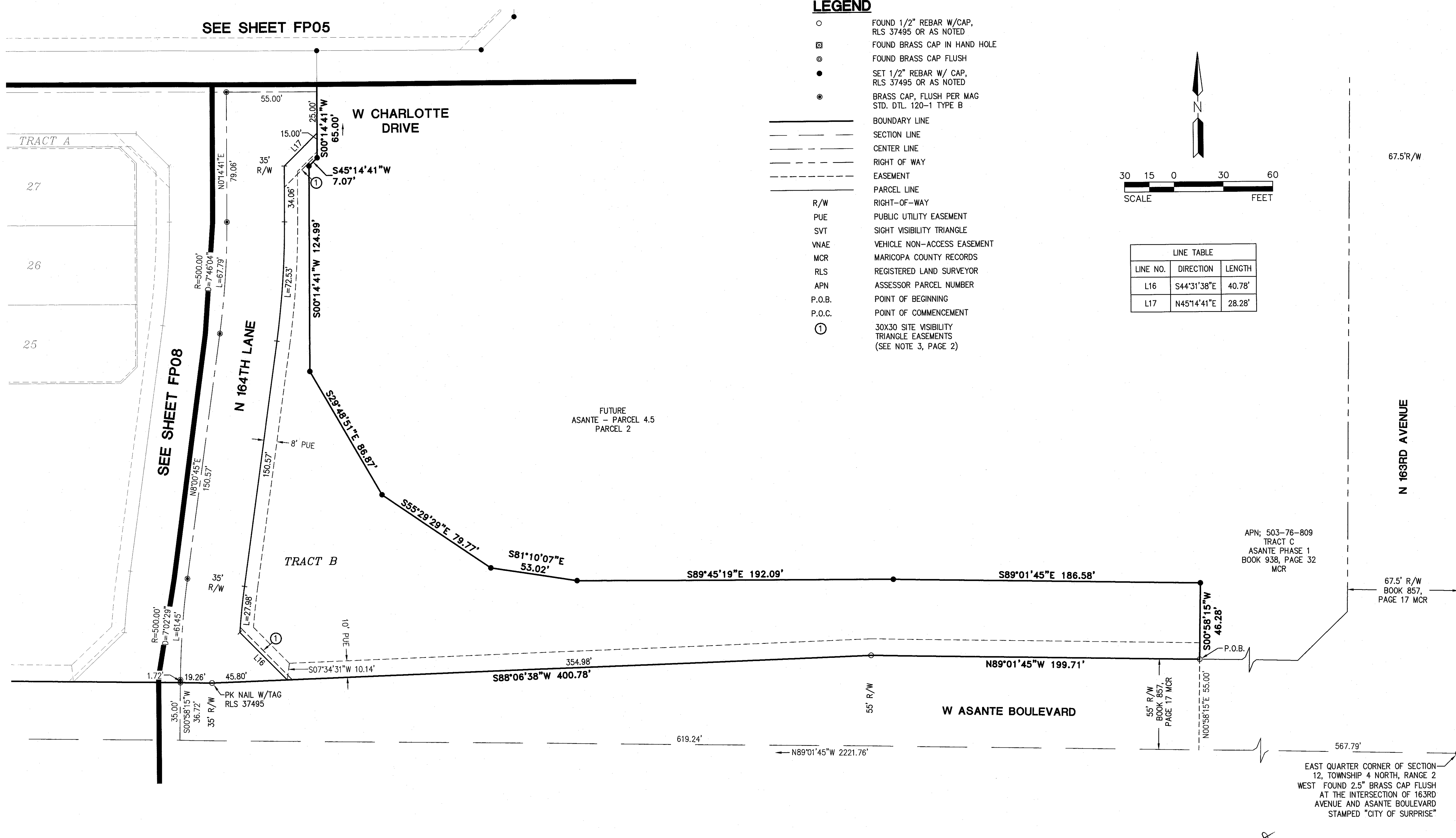


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ASANTE 4.5 - PARCEL 1
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA
FINAL PLAT

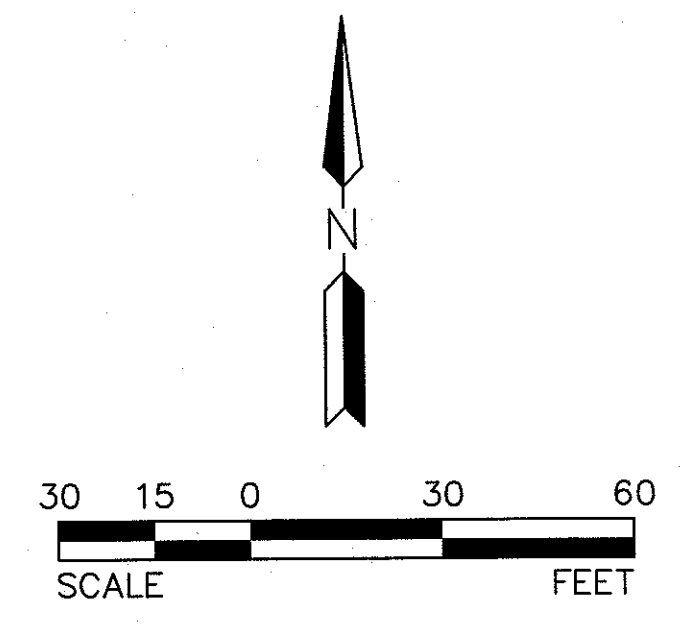
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DATE: JUNE 2018	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JHVD	FS18-254
APPROVED: RAJ	

DWG. NO.
FP08
SHT. 8 OF 9



LEGEND

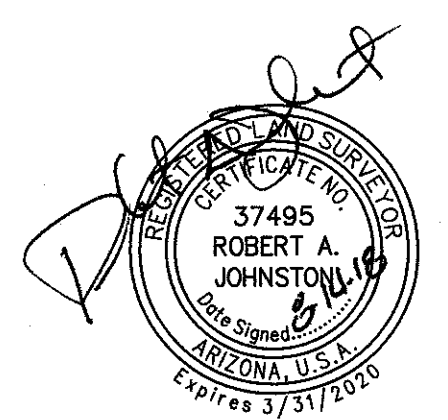
- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
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- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	S44°31'38"E	40.78'
L17	N45°14'41"E	28.28'

NORTHEAST CORNER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST
FOUND 2" ALUMINUM CAP IN THE
CENTERLINE OF 163RD AVENUE
STAMPED "RLS 36562"

EAST QUARTER CORNER OF SECTION
12, TOWNSHIP 4 NORTH, RANGE 2
WEST FOUND 2.5" BRASS CAP FLUSH
AT THE INTERSECTION OF 163RD
AVENUE AND ASANTE BOULEVARD
STAMPED "CITY OF SURPRISE"



ASANTE 4.5 – PARCEL 1
ALTERNATIVE ASSURANCE AGREEMENT

This Asante 4.5 – Parcel 1 Alternative Assurance Agreement ("Agreement") is dated as of this ____ day of _____, 2018 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and LCD Asante, LLC, a Delaware limited liability company ("Developer"). The City and Developer may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 121, Article V and Section 121-63(a)(10) in effect in 2008, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one-hundred twenty-five percent (125%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 121-63(e), in effect in 2008, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the subdivider, the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the subdivider to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (a) (10) of Section 121-63. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Developer, as an alternative to posting financial assurances, to construct and install all of the required infrastructure improvements within twelve (12) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Developer:
 - Asante 4.5 – Parcel 1, Phase 1A – Grading Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Paving Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Sewer Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Storm Water Management Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Water Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Signing and Striping Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Street Light Plans
 - Asante 4.5 – Parcel 1, Phase 1A – Landscape Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Grading Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Paving Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Sewer Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Storm Water Management Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Water Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Signing and Striping Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Street Light Plans
 - Asante 4.5 – Parcel 1, Phase 1B – Landscape Plans
2. If Developer elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 121, Article V and Section 121-63(a)(10), in effect in 2008, Developer shall complete satisfactory construction, installation, and dedication of the Improvements within twelve (12) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twelve (12) months of the Effective Date.
3. If Developer elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 121, Article V Section 121-63(a)(10), in effect in 2008, no individual lots may be sold to the general public until the Improvements are completed and approved by the City Engineer. Sales, assignments, or transfers of lots to related entities of Developer, other developers, homebuilders, or investors shall be permitted.
4. If Developer elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 121, Article V, Section 121-63(a)(10), in effect in 2008, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director in a timely manner, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be

submitted covering the applicable Improvements during the warranty period.

5. If Developer should elect to post financial assurances as required by Surprise Municipal Code, Chapter 121, Article V, Section 121-63(a)(10) in effect in 2008, the Community Development Director shall record the final plat in a timely manner as permitted by Surprise Municipal Code, Chapter 121, Section 121-63(a)(10), in effect in 2008, and the sale of lots may proceed according to the approved and recorded plat.

GENERAL TERMS AND CONDITIONS

6. Developer hereby waives and releases the City from any and all claims under A.R.S. §12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (Asante 4.5 – Parcel 1), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. §38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Developer shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of the Asante 4.5 – Parcel 1 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Developer. Upon the conveyance of all or a portion of Asante 4.5 – Parcel 1, by Developer or its successors in title, Developer or its successor shall automatically be released from further obligations with regard to such portion of the subdivision, but its successor in title shall be bound thereby.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon recordation of the final plat, this Agreement will automatically terminate, and the condition of title for lots within the final plat will no longer be subject to the obligations imposed by this Agreement. The City will execute and record a "Notice of Termination" to terminate this Agreement and release all parties of future liability and obligation related to this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa

County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal corporation

By:_____

Sharon R. Wolcott, Mayor

Date:_____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Developer: LCD Asante, LLC, a Delaware limited liability company

By: [Signature]

Its: VICE PRESIDENT

Date: 9/14/18

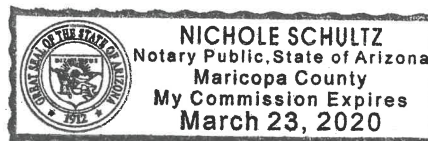
STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on SEPTEMBER 14, 2018, by JEFF GUENDERSON, VICE PRESIDENT of LCD Asante, LLC a Delaware limited liability company, on behalf of the company.

Nichole Schultz
Notary Public

My Commission Expires:

MARCH 23, 2020





S U R P R I S E

A R I Z O N A

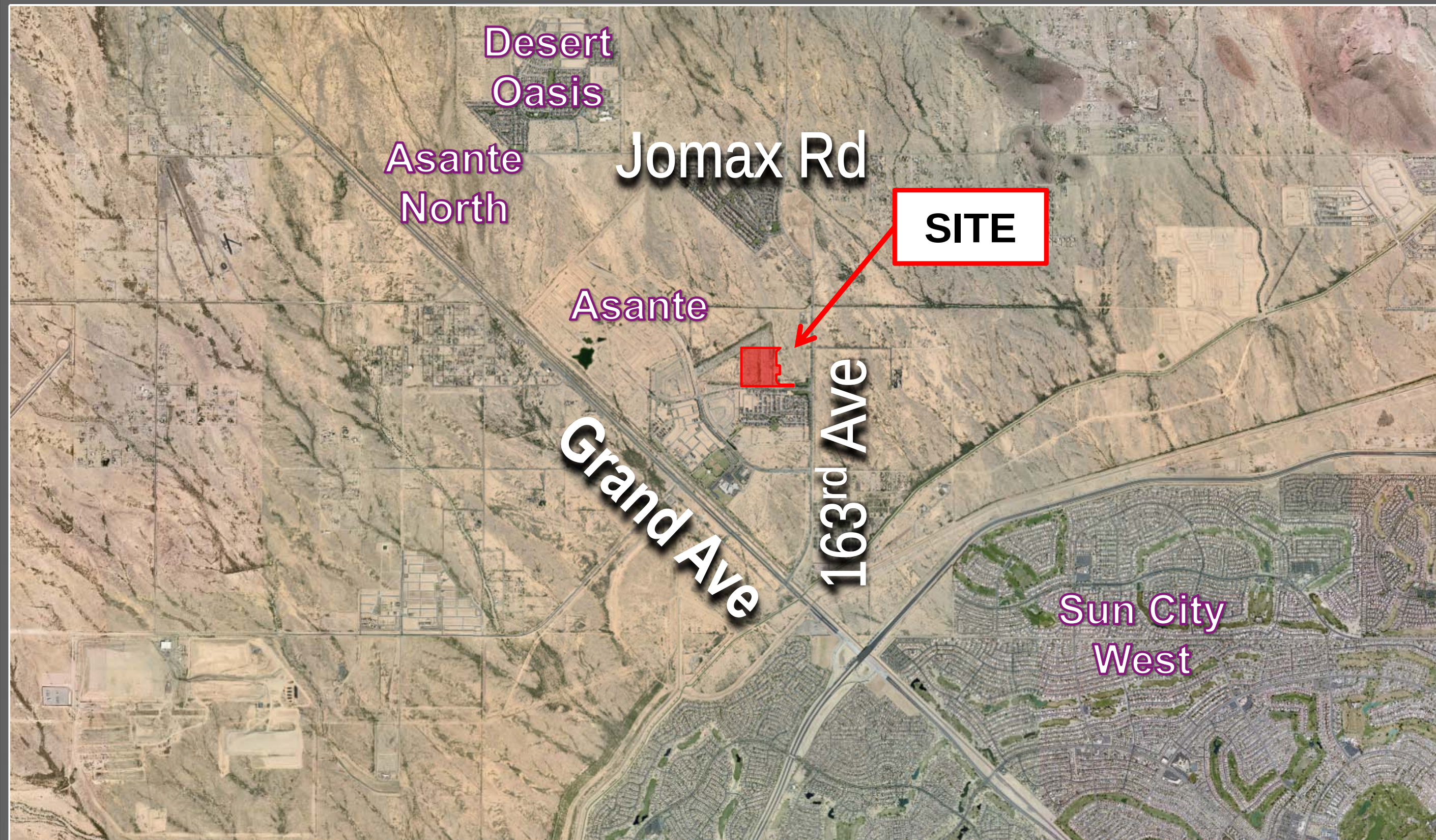
Asante 4.5

Final Plat – Parcel 1

FS18-254

City Council

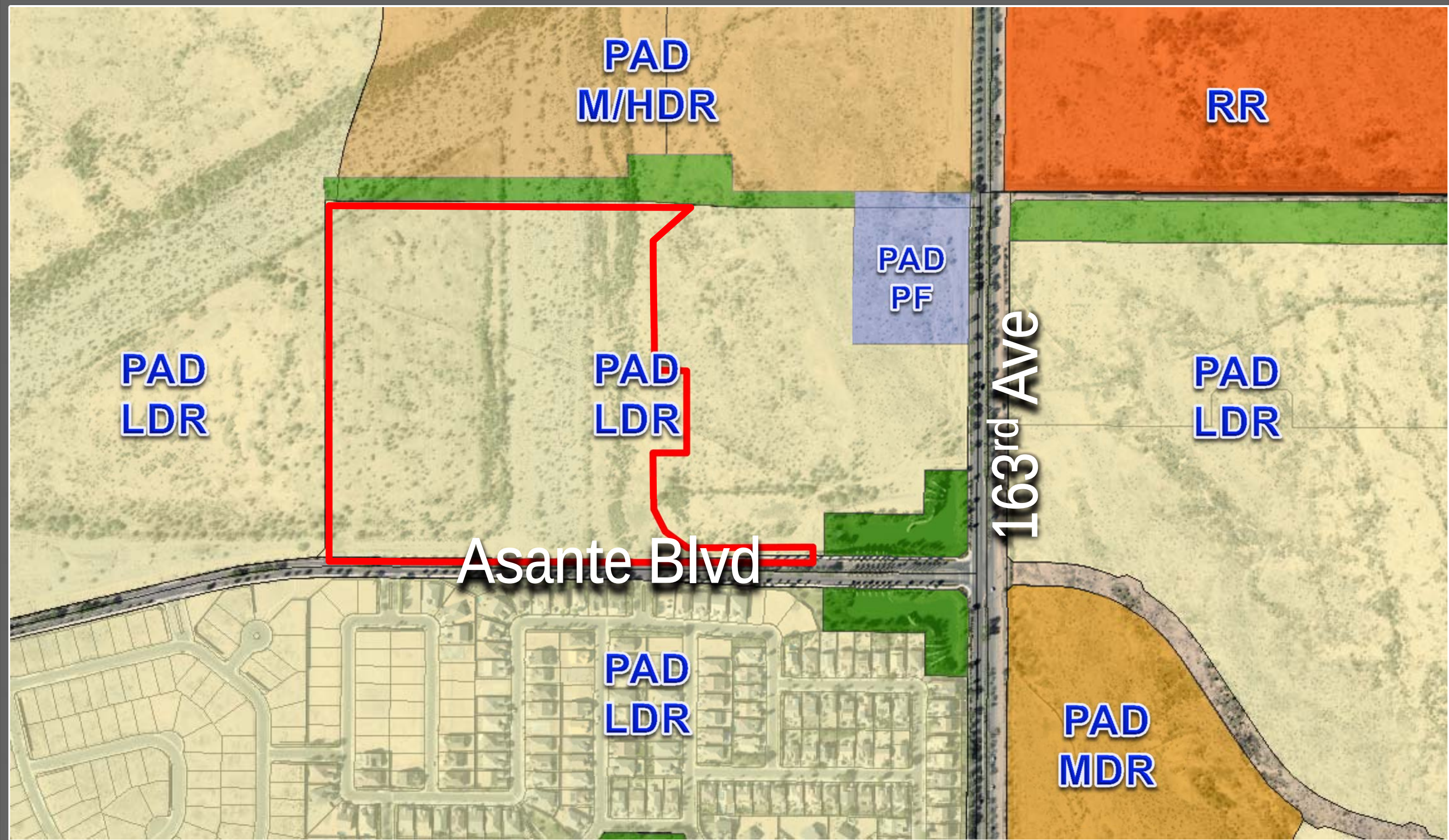
October 16, 2018



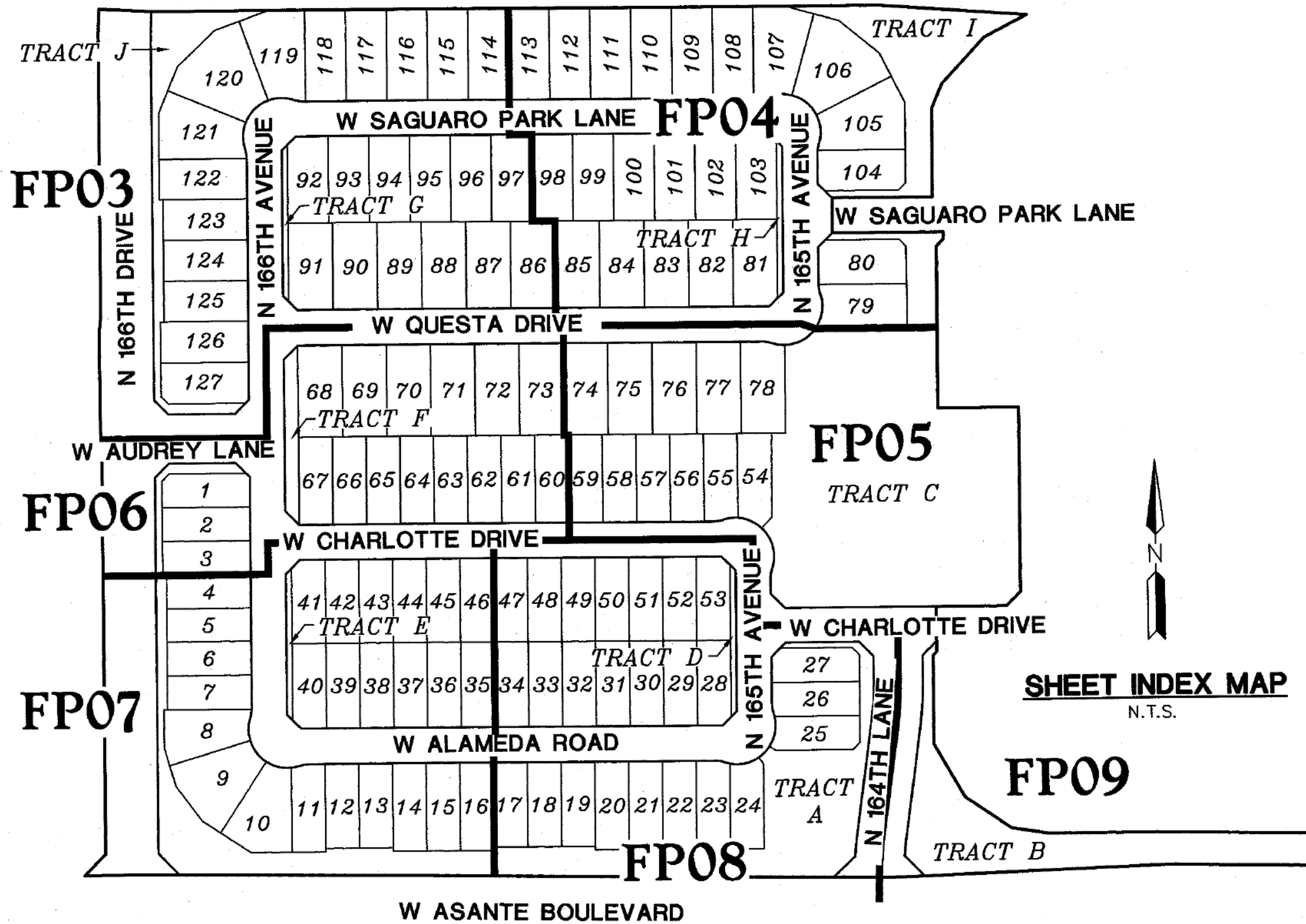
Vicinity Map



Vicinity Map



Surrounding Zoning



Final Plat



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled, "Asante 4.5- Parcel 2" dated August 14, 2018, a property generally located in the northwest corner of Asante Boulevard and 163rd Avenue.

Motion:

I move to approve the final plat entitled, "Asante 4.5-Parcel 2" dated August 14, 2018.

Background:

On March 22, 2018 Hilgart Wilson LLC, submitted a request for a Final Plat to allow for the development of a single-family residential subdivision in a portion of Parcel 4.5 of the Asante PAD located in the northwest corner of Asante Boulevard and 163rd Avenue.

Objective Analysis:

This proposed Final Plat will allow for the development of a single-family residential subdivision on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS18-255 Asante 4.5 Parcel 2 - Staff Report](#)
 - ☐ [01 - FS18-255 Asante 4.5 Parcel 2 - Vicinity Map](#)
 - ☐ [02 - FS18-255 Asante 4.5 Parcel 2 - Final Plat](#)
 - ☐ [FS18-255 Alternative Assurance Agreement](#)
 - ☐ [03 - FS18-255 Asante 4.5 Parcel 2 - Presentation](#)
-

Case: FS18-255

Project Name: Asante 4.5 Parcel 2

Council District: 1 – Acacia

Meeting Date: October 16, 2018

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Hilgart Wilson, LLC.

Request: Final Plat for 127 Lots.

Site Location: Northwest corner of Asante Boulevard and 163rd Avenue in Asante.

Site Size: 20.742 Acres

Density: 4.2 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-254.

Support/Opposition: None known.

Recommendation: **Approve** [no stipulations on final plats]

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Asante PAD and the SUDC.
- The proposed Final Plat is consistent with the Preliminary Plat case FS18-154.

35 **Background:**

36 **November 3, 1998:** The subject parcel was annexed into the City.

37
38 **November 24, 2004:** The Mayor and City Council approved the Asante Planned Area Development
39 (PAD).

40
41 **November 30, 2017:** Staff met with the applicant to discuss the project during a regularly scheduled
42 Concept Review meeting under CR17-656.

43
44 **March 22, 2018:** The applicant filed a request for a Preliminary Plat and a Minor Zoning
45 Amendment approval for a new 214-lots residential subdivision.

46
47 **August 22, 2018:** The Community Development Director approved a Minor Amendment to the
48 Asante Planned Area Development (PAD) to modify the land use map, moving the Public Facility
49 (Parcel 4.8) from the northeast corner of Parcel 4.4 to the northeast corner of Parcel 4.5.

50
51 **September 20, 2018:** The Planning and Zoning Commission passed a motion to recommend
52 **approval** to the Mayor and City Council of the Preliminary Plat case FS18-154.

53
54 **Project Description:**

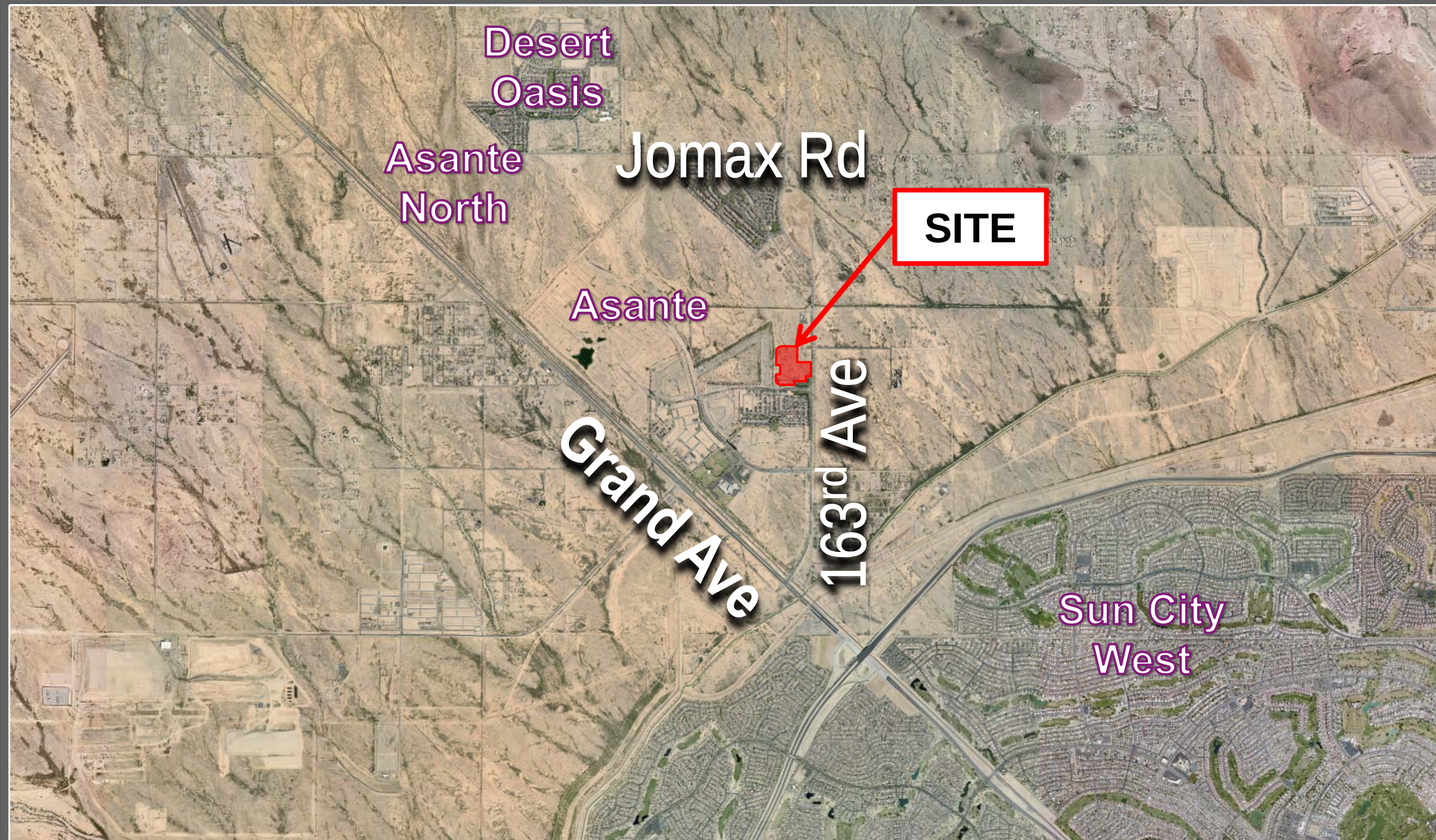
55
56 Hilgart Wilson, LLC., on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat to allow
57 for the development of a single-family residential subdivision in a portion of parcel 4.5 of the Asante
58 PAD located on the northwest corner of Asante Boulevard and 163rd Avenue. The applicant
59 proposes 87 residential lots with an amenity open space lot on approximately 20.7 acres.

60
61 The subject property is zoned Planned Area Development (PAD) and has a land use designations of
62 Low Density Residential. The PAD allows a maximum density of 4.1 dwelling units per acre and this
63 development (together with parcel 1) proposes a total density of 3.78 dwelling units per acre.

64
65 This Final Plat application is in conjunction with a related Preliminary Plat application (case FS18-
66 154) which was heard by the Planning and Zoning Commission on August 2, 2018. The Commission
67 moved to recommend approval of the Preliminary Plat to the Mayor and City Council. The
68 Preliminary Plat is being presented to the City Council on the same date as this Final Plat
69 application. If the City Council approves the related Preliminary Plat (case FS18-154), then the
70 proposed Final Plat will meet all the requirements of the Surprise General Plan, the Asante PAD,
71 and the SUDC.

72
73 **Attachments:**

74
75 01 Vicinity Maps
76 02 Final Plat



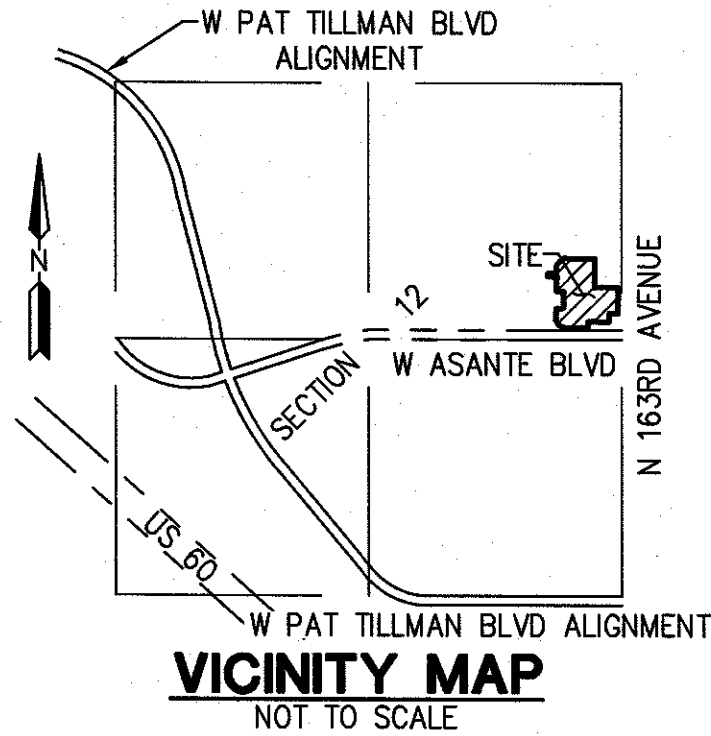
Vicinity Map



Vicinity Map

FINAL PLAT
OF
ASANTE 4.5 - PARCEL 2
SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "ASANTE 4.5 - PARCEL 2", BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "ASANTE 4.5 - PARCEL 2" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDESTRIAN ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

IN WITNESS WHEREOF:

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2018.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION

ITS: MANAGER

BY: _____
JEFFERY GUNDERSON

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2018, BEFORE ME, **JEFFERY GUNDERSON** WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE **MANAGER OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS _____ OF **ASANTE MAINTENANCE CORPORATION**, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2018, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF AS, _____.

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

BY: _____ DATE _____

LEGAL DESCRIPTION

A PORTION OF THAT PARCEL OF LAND BEING DESCRIBED AS PARCEL 4 IN THAT CERTAIN DOCUMENT ENTITLED "SPECIAL WARRANTY DEED" AS FILED IN DOCUMENT NO. 2009-0486171 RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 12 FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 12 THEREOF BEARS NORTH 00°44'56" EAST, 2634.27 FEET;
THENCE NORTH 00°44'56" EAST, 789.94 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE LEAVING SAID EAST LINE, NORTH 89°15'04" WEST, 67.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF 163RD AVENUE AS SHOWN ON THE MAP OF DEDICATION FOR ASANTE PHASE ONE AS FILED IN BOOK 857, PAGE 17 RECORDS OF MARICOPA COUNTY, ARIZONA BEING THE POINT OF BEGINNING;
THENCE SOUTH 00°44'56" WEST, 434.09 FEET ALONG SAID WEST RIGHT-OF-WAY TO THE NORTH LINE OF TRACT C AS SHOWN ON THE SUBDIVISION PLAT OF ASANTE PHASE ONE AS FILED IN BOOK 938, PAGE 32 RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89°15'04" WEST ALONG SAID NORTH LINE, 150.00 FEET;
THENCE SOUTH 00°44'56" WEST ALONG THE WEST LINE OF SAID TRACT C, 150.00 FEET;
THENCE NORTH 89°01'45" WEST ALONG THE NORTH LINE OF SAID TRACT C, 349.50 FEET;
THENCE SOUTH 00°58'15" WEST ALONG THE WEST LINE OF SAID TRACT C, 103.72 FEET TO A POINT 46.28 FEET NORTHEASTERLY ALONG SAID WEST LINE;
THENCE LEAVING SAID WEST LINE THROUGH SAID PARCEL 4 OF THE AFORESAID SPECIAL WARRANTY DEED, NORTH 89°01'45" WEST, 186.58 FEET;
THENCE NORTH 89°45'19" WEST, 192.09 FEET;
THENCE NORTH 81°10'07" WEST, 53.02 FEET;
THENCE NORTH 55°29'29" WEST, 79.77 FEET;
THENCE NORTH 29°48'51" WEST, 86.87 FEET;
THENCE NORTH 00°14'41" EAST, 124.99 FEET;
THENCE NORTH 45°14'41" EAST, 7.07 FEET;
THENCE NORTH 00°14'41" EAST, 65.00 FEET;
THENCE SOUTH 89°45'19" EAST, 100.00 FEET;
THENCE NORTH 45°14'41" EAST, 28.28 FEET;
THENCE NORTH 00°14'41" EAST, 262.86 FEET;
THENCE NORTH 89°45'19" WEST, 115.00 FEET;
THENCE NORTH 00°14'41" EAST, 230.00 FEET;
THENCE NORTH 45°14'41" EAST, 14.14 FEET;
THENCE NORTH 00°14'41" EAST, 10.00 FEET;
THENCE NORTH 89°45'19" WEST, 157.94 FEET;
THENCE NORTH 00°14'41" EAST, 50.00 FEET;
THENCE SOUTH 89°45'19" EAST, 142.94 FEET;
THENCE NORTH 00°14'41" EAST, 126.32 FEET;
THENCE NORTH 23°03'07" EAST, 38.69 FEET;
THENCE NORTH 43°04'35" EAST, 89.23 FEET;
THENCE NORTH 63°06'02" EAST, 68.38 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 4 OF THE AFORESAID SPECIAL WARRANTY DEED;
THENCE SOUTH 85°30'56" EAST ALONG SAID NORTH LINE, 128.37 FEET;
THENCE SOUTH 89°45'19" EAST ALONG SAID NORTH LINE, 381.08 FEET;
THENCE LEAVING SAID NORTH LINE THROUGH SAID PARCEL 4 OF THE AFORESAID SPECIAL WARRANTY DEED, SOUTH 00°44'56" WEST, 471.82 FEET;
THENCE SOUTH 89°15'04" EAST, 400.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

BASIS OF BEARING IS N00°44'56"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVIN FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 4013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

OWNER

LCD ASANTE LLC
1725 W. GREENTREE DRIVE, SUITE 110
TEMPE, ARIZONA 85284

SURVEYOR

HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PH: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ROBERT A. JOHNSTON RLS

SHEET INDEX

FP01	COVER SHEET
FP02	SHEET INDEX MAP, LEGEND, NOTES, LOT/TRACT AREA TABLE & VISIBILITY DETAIL
FP03-FP08	FINAL PLAT

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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

THE CITY OF SURPRISE AGREES TO INDEMNIFY **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE OR MEMBERS OF THE PUBLIC USING THE TRAIL PURSUANT TO THE TERMS OF THIS EASEMENT, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENCE, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENCE CONDUCT OF **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2018, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2018.

MAYOR

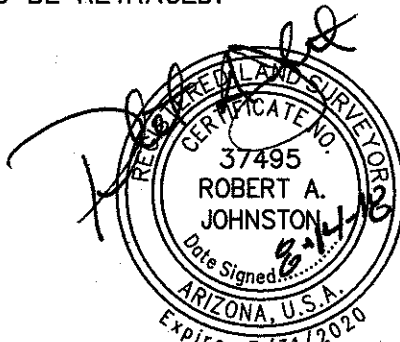
ATTEST:

CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS
RLS# 37495
HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
rjohnston@hilgartwilson.com



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

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

ASANTE 4.5 - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE

SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1909

DATE: JUNE 2018

SCALE: AS SHOWN

DRAWN: DSP/JHVD

APPROVED: RAJ

MUNICIPAL TRACKING NO:

FS18-255

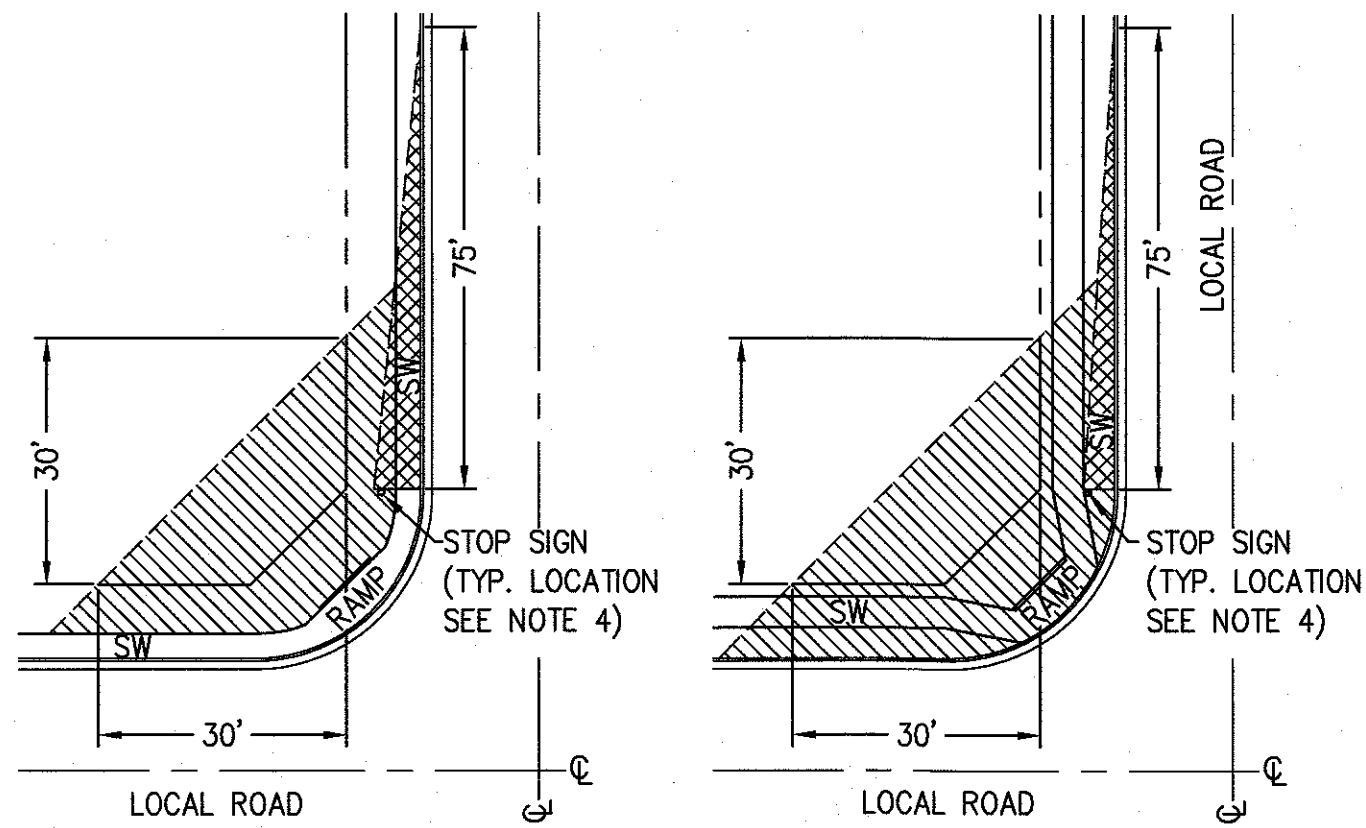
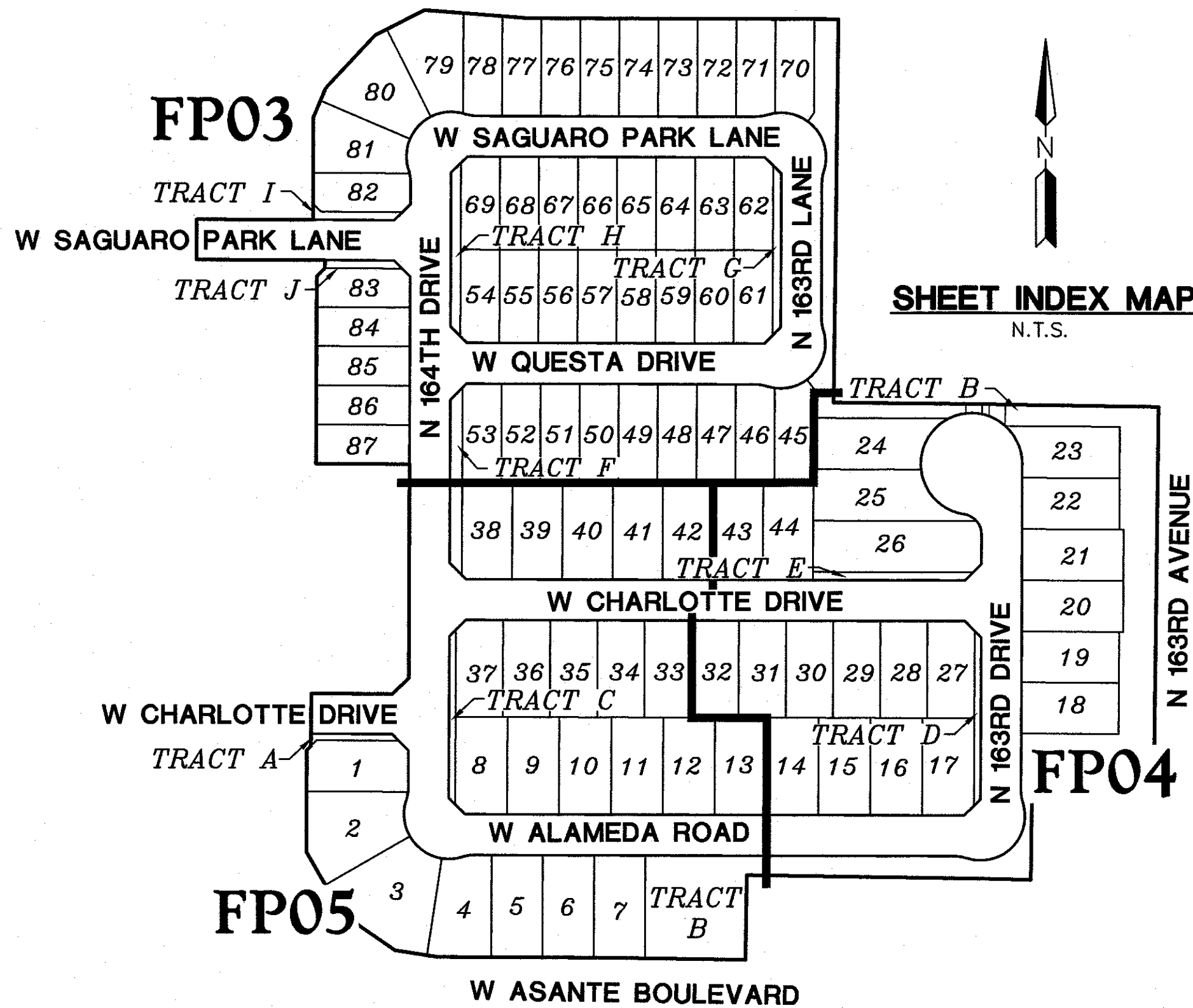
DWG. NO.

FP01

SHT. 1 OF 5

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
 - UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
 - NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT AREA = 82,446 SQ. FT. 1.893 ACRES
LOT AREA = 596,449 SQ. FT. 13.693 ACRES
RIGHT-OF-WAY = 224,606 SQ. FT. 5.156 ACRES
GROSS AREA = 903,501 SQ. FT. 20.742 ACRES
NET AREA = 678,895 SQ. FT. 15.585 ACRES
(NET = GROSS MINUS RIGHT-OF-WAYS)
DENSITY (GROSS) = 4.2 D.U. / ACRE
DENSITY (NET) = 5.6 D.U. / ACRE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.020	COMMON AREA
TRACT B	1.531	COMMON AREA & DRAINAGE
TRACT C	0.038	COMMON AREA
TRACT D	0.038	COMMON AREA
TRACT E	0.044	COMMON AREA
TRACT F	0.074	COMMON AREA
TRACT G	0.046	COMMON AREA
TRACT H	0.056	COMMON AREA
TRACT I	0.025	COMMON AREA
TRACT J	0.021	COMMON AREA

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE EXISTING AND/OR BEING DEDICATED ARE IDENTIFIED ON THE FOLLOWING SHEETS.
3. TRACT "USES" LISTED ABOVE ARE NOT INTENDED TO BE EASEMENTS THAT ARE BLANKET IN NATURE ACROSS THE ENTIRE TRACT.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	7730	0.177
LOT : 2	10723	0.246
LOT : 3	12603	0.289
LOT : 4	8610	0.198
LOT : 5	7875	0.181
LOT : 6	7875	0.181
LOT : 7	7900	0.181
LOT : 8	7584	0.174
LOT : 9	7656	0.176
LOT : 10	7656	0.176
LOT : 11	7656	0.176
LOT : 12	7656	0.176
LOT : 13	7656	0.176
LOT : 14	7656	0.176
LOT : 15	7656	0.176
LOT : 16	7656	0.176
LOT : 17	7584	0.174
LOT : 18	7560	0.174
LOT : 19	7560	0.174
LOT : 20	7875	0.181
LOT : 21	7875	0.181
LOT : 22	7560	0.174

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 23	7864	0.181
LOT : 24	8869	0.204
LOT : 25	9636	0.221
LOT : 26	12958	0.297
LOT : 27	6888	0.158
LOT : 28	6960	0.160
LOT : 29	6960	0.160
LOT : 30	6960	0.160
LOT : 31	6960	0.160
LOT : 32	6960	0.160
LOT : 33	6960	0.160
LOT : 34	6960	0.160
LOT : 35	6960	0.160
LOT : 36	6960	0.160
LOT : 37	6888	0.158
LOT : 38	7396	0.170
LOT : 39	7405	0.170
LOT : 40	7405	0.170
LOT : 41	7405	0.170
LOT : 42	7405	0.170
LOT : 43	7405	0.170
LOT : 44	7405	0.170

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 45	5679	0.130
LOT : 46	5712	0.131
LOT : 47	5760	0.132
LOT : 48	5760	0.132
LOT : 49	5760	0.132
LOT : 50	5760	0.132
LOT : 51	5760	0.132
LOT : 52	5760	0.132
LOT : 53	5747	0.132
LOT : 54	5488	0.126
LOT : 55	5520	0.127
LOT : 56	5520	0.127
LOT : 57	5520	0.127
LOT : 58	5520	0.127
LOT : 59	5520	0.127
LOT : 60	5520	0.127
LOT : 61	5470	0.126
LOT : 62	5470	0.126
LOT : 63	5520	0.127
LOT : 64	5520	0.127
LOT : 65	5520	0.127
LOT : 66	5520	0.127

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 67	5520	0.127
LOT : 68	5520	0.127
LOT : 69	5488	0.126
LOT : 70	5674	0.130
LOT : 71	5715	0.131
LOT : 72	5760	0.132
LOT : 73	5760	0.132
LOT : 74	5760	0.132
LOT : 75	5760	0.132
LOT : 76	5760	0.132
LOT : 77	5798	0.133
LOT : 78	5941	0.136
LOT : 79	8570	0.197
LOT : 80	9379	0.215
LOT : 81	7828	0.180
LOT : 82	5655	0.130
LOT : 83	5420	0.124
LOT : 84	5520	0.127
LOT : 85	5520	0.127
LOT : 86	5520	0.127
LOT : 87	5520	0.127

TOTAL LOT AREA =
588,549 SQ. FT. OR 13.511 ACRES



LEGEND

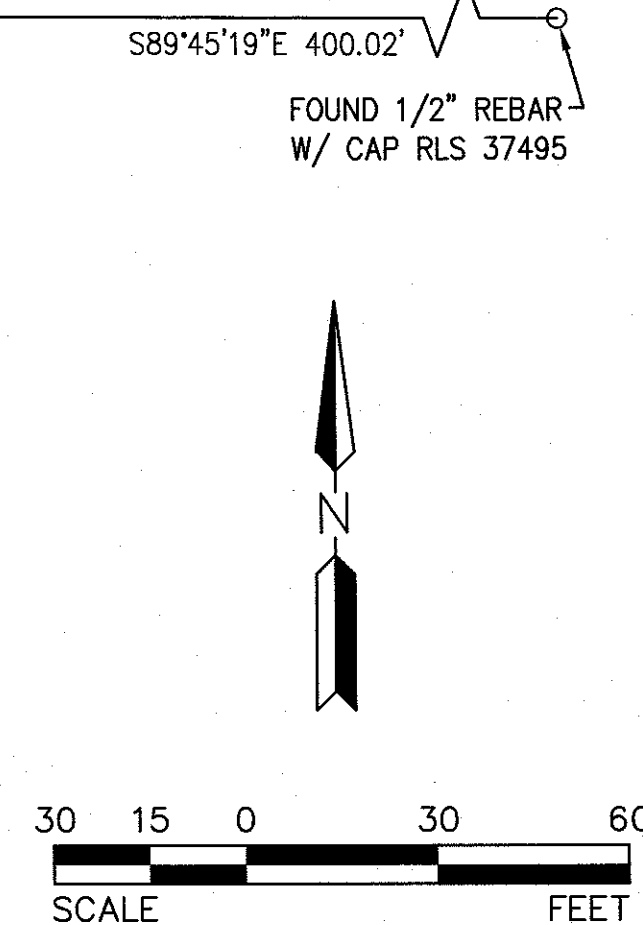
- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊗ FOUND BRASS CAP IN HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- ⊙ BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

FUTURE
ASANTE - PARCEL 4.5
PARCEL 1

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	55.00'	17°20'29"	16.65'
C10	55.00'	124°40'58"	119.69'
C11	55.00'	17°20'29"	16.65'
C12	55.00'	17°20'29"	16.65'
C13	55.00'	124°40'58"	119.69'
C14	55.00'	17°20'29"	16.65'
C15	55.00'	17°20'29"	16.65'
C16	55.00'	124°40'58"	119.69'
C17	55.00'	17°20'29"	16.65'

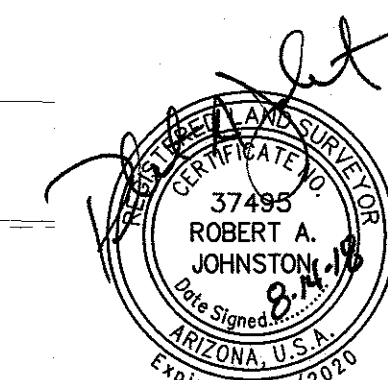
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L3	S44°45'19"E	28.28'
L10	N45°14'41"E	28.28'
L11	S44°45'19"E	28.28'
L12	N45°14'41"E	28.28'
L13	S44°45'19"E	28.28'
L14	N45°14'41"E	28.28'
L15	N45°14'41"E	28.28'
L19	N36°25'00"W	13.56'
L20	S36°32'18"W	13.24'
L21	S44°45'19"E	14.14'
L22	S00°14'41"W	20.00'

UNSUBDIVIDED
DOC. 09-0812783 MCR
APN: 503-73-944A



UNSUBDIVIDED
DOC. 09-0486171 MCR
APN: 503-73-944B

FUTURE
ASANTE PARCEL 4.8



ASANTE 4.5 - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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STATUS: PROJ. NO.: 1909

DATE: JUNE 2018

SCALE: AS SHOWN

DRAWN: DSP/JHVD

APPROVED: RAJ

MUNICIPAL TRACKING NO:

FS18-255

DWG. NO.

FP03

SHT. 3 OF 5

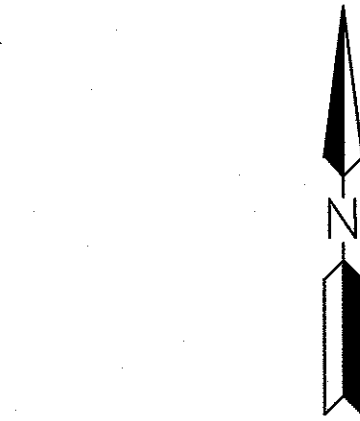
LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- ⦿ BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- - - EASEMENT
- PARCEL LINE
- RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

SEE DETAIL
BOTTOM LEFT

UNSUBDIVIDED
DOC. 09-0486171 MCR
APN: 503-73-9448

NORTHEAST CORNER OF SECTION
12, TOWNSHIP 4 NORTH, RANGE 2
WEST FOUND 2" ALUMINUM CAP
IN THE CENTERLINE OF 163RD
AVENUE STAMPED "RLS 36562"



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C4	55.00'	17°20'29"	16.65'
C5	55.00'	124°40'58"	119.69'
C6	55.00'	17°20'29"	16.65'
C7	62.50'	261°47'12"	285.57'
C8	25.00'	81°47'12"	35.69'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N45°14'41"E	28.28'
L17	S44°45'19"E	28.28'
L18	N45°14'41"E	28.28'

HILGARTWILSON
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www.hilgartwilson.com

ASANTE 4.6 - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

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DATE: JUNE 2018

SCALE: AS SHOWN

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APPROVED: RAJ

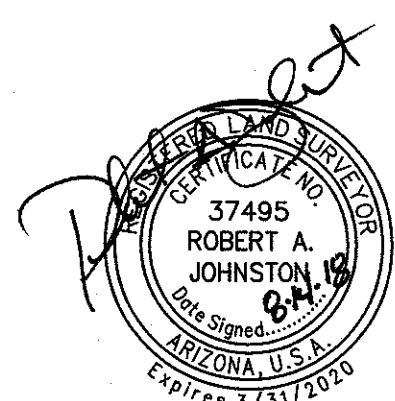
MUNICIPAL TRACKING NO:

FS18-255

DWG. NO.

FP04

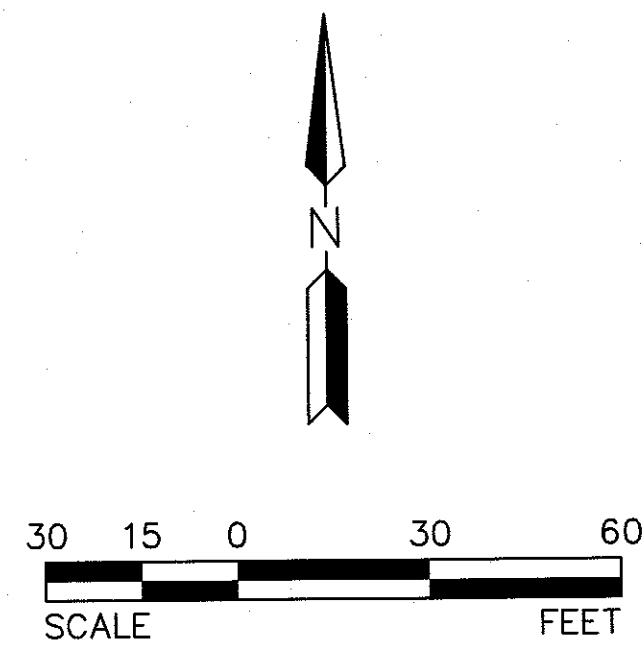
SHT. 4 OF 5



APN: 503-76-809
TRACT C
ASANTE PHASE 1
BOOK 938, PAGE 32
MCR

EAST QUARTER CORNER OF SECTION
12, TOWNSHIP 4 NORTH, RANGE 2
WEST FOUND 2.5" BRASS CAP FLUSH
AT THE INTERSECTION OF 163RD
AVENUE AND ASANTE BOULEVARD
STAMPED "CITY OF SURPRISE"

U:\1900\1909\SURVEY\PLAT\4.5\PARCEL 2\1909-P2-FP04.dwg 8/14/2018 7:40 AM

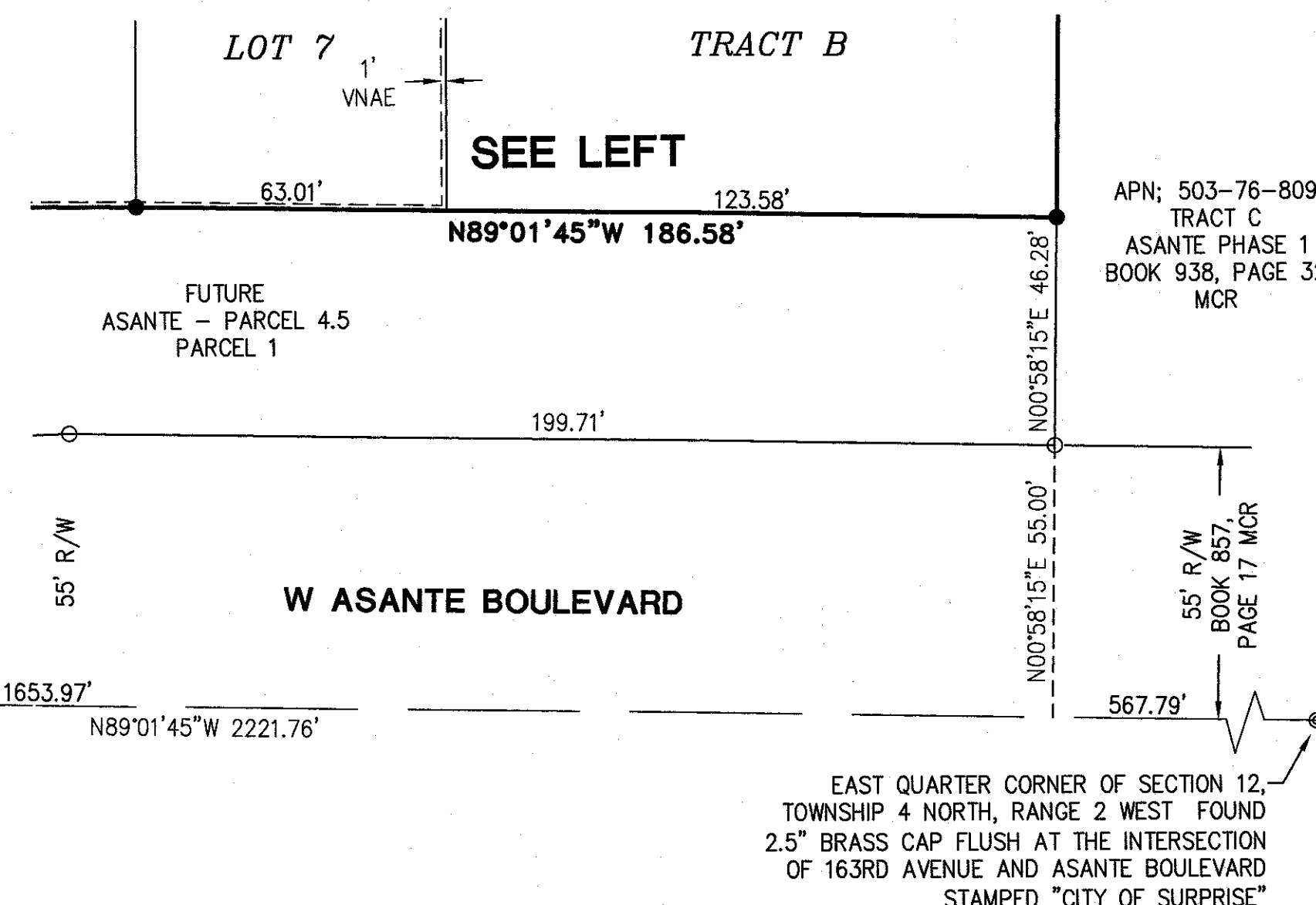


SEE SHEET FP03

LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 37495 OR AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 37495 OR AS NOTED
- ⦿ BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
- BOUNDARY LINE
- - - SECTION LINE
- · - CENTER LINE
- · - RIGHT OF WAY
- · - EASEMENT
- · - PARCEL LINE
- · - RIGHT-OF-WAY
- · - PUBLIC UTILITY EASEMENT
- · - SIGHT VISIBILITY TRIANGLE
- · - VEHICLE NON-ACCESS EASEMENT
- · - MARICOPA COUNTY RECORDS
- · - REGISTERED LAND SURVEYOR
- · - ASSESSOR PARCEL NUMBER
- · - POINT OF BEGINNING
- · - POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)

LOT 7
SEE LEFT



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	17°20'29"	16.65'
C2	55.00'	124°40'58"	119.69'
C3	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L5	S00°14'41"W	15.00'
L6	S44°45'19"E	28.28'
L7	S44°45'19"E	28.28'
L8	N45°14'41"E	28.28'
L9	S44°45'19"E	28.28'



APN: 503-76-809
TRACT C
ASANTE PHASE 1
BOOK 938, PAGE 32
MCR

SEE MIDDLE RIGHT

ASANTE 4.5 - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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APPROVED: RAJ

STATUS:

MUNICIPAL TRACKING NO:

FS18-255

DWG. NO.

FP05

SHT. 5 OF 5

ASANTE 4.5 – PARCEL 2 ALTERNATIVE ASSURANCE AGREEMENT

This Asante 4.5 – Parcel 2 Alternative Assurance Agreement ("Agreement") is dated as of this ____ day of _____, 2018 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and LCD Asante, LLC, a Delaware limited liability company ("Developer"). The City and Developer may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Surprise Municipal Code, Chapter 121, Article V and Section 121-63(a)(10) in effect in 2008, required an applicant for approval of a final plat to provide a performance bond, irrevocable letter of credit, funds in escrow, or other equivalent financial guarantee to the City, prior to recording a final plat approved by the City Council, in an amount equal to one-hundred twenty-five percent (125%) of the cost of the labor and materials necessary to complete satisfactory construction, installation, and dedication of the required street, utility, drainage and other improvements, including any portions of such improvements which are located upon individual lots; and

WHEREAS, as an alternative to the posting of financial assurances, Surprise Municipal Code, Section 121-63(e), in effect in 2008, allowed the City Council to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements, as follows:

Alternate Approval Procedure. As an alternate procedure and at the request of the subdivider, the City Council may approve a final plat and instruct the Community Development Director to withhold the approved final plat from recording for a period of time to allow the subdivider to install all of the required public improvements according to the plans and specifications approved by the City Engineer. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in subsection (a) (10) of Section 121-63. An executed standard contract as approved by the City Attorney regarding installation of improvements shall be submitted with the final plat. The contract shall require that all improvements be completed no later than twelve months from the date the final plat was approved by the City Council and that no lot may be sold. When the completed improvements are inspected and approved by the City Engineer, the plat shall be recorded by the Community Development Director, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the completed improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Developer, as an alternative to posting financial assurances, to construct and install all of the required infrastructure improvements within twelve (12) months of the date of this Agreement, after approval of a final plat by the City Council but before recordation of the final plat.

herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. The improvements depicted on the following plans (the "Improvements") shall be completed by Developer:
 - Asante 4.5 – Parcel 2 – Grading Plans
 - Asante 4.5 – Parcel 2 – Paving Plans
 - Asante 4.5 – Parcel 2 – Sewer Plans
 - Asante 4.5 – Parcel 2 – Storm Water Management Plans
 - Asante 4.5 – Parcel 2 – Water Plans
 - Asante 4.5 – Parcel 2 – Street Light Plans
 - Asante 4.5 – Parcel 2 – Landscape Plans
2. If Developer elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 121, Article V and Section 121-63(a)(10), in effect in 2008, Developer shall complete satisfactory construction, installation, and dedication of the Improvements within twelve (12) months of the Effective Date of this Agreement as a precondition to recordation of the final plat. The final plat shall become null and void and of no force or effect if the Improvements have not been constructed and approved by the City Engineer within twelve (12) months of the Effective Date.
3. If Developer elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 121, Article V Section 121-63(a)(10), in effect in 2008, no individual lots may be sold to the general public until the Improvements are completed and approved by the City Engineer. Sales, assignments, or transfers of lots to related entities of Developer, other developers, homebuilders, or investors shall be permitted.
4. If Developer elects to not provide acceptable financial assurances after approval of the final plat by the City Council, as permitted by Surprise Municipal Code, Chapter 121, Article V, Section 121-63(a)(10), in effect in 2008, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director in a timely manner, and the sale of lots may proceed according to the approved and recorded plat, provided that a one-year warranty shall be submitted covering the applicable Improvements during the warranty period.
5. If Developer should elect to post financial assurances as required by Surprise Municipal Code, Chapter 121, Article V, Section 121-63(a)(10) in effect in 2008, the Community Development Director shall record the final plat in a timely manner as permitted by Surprise Municipal Code, Chapter 121, Section 121-63(a)(10), in effect in 2008, and the sale of lots may proceed according to the approved and recorded plat.

GENERAL TERMS AND CONDITIONS

6. Developer hereby waives and releases the City from any and all claims under A.R.S. §12-1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (Asante 4.5 – Parcel 2), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or other termination of this Agreement.
7. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. §38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
8. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Developer shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of the Asante 4.5 – Parcel 2 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Developer. Upon the conveyance of all or a portion of Asante 4.5 – Parcel 2, by Developer or its successors in title, Developer or its successor shall automatically be released from further obligations with regard to such portion of the subdivision, but its successor in title shall be bound thereby.
9. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
10. Upon recordation of the final plat, this Agreement will automatically terminate, and the condition of title for lots within the final plat will no longer be subject to the obligations imposed by this Agreement. The City will execute and record a "Notice of Termination" to terminate this Agreement and release all parties of future liability and obligation related to this Agreement.
11. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Sharon R. Wolcott, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Developer: LCD Asante, LLC, a Delaware limited liability company

By: [Signature]

Its: VICE PRESIDENT

Date: 9/14/18

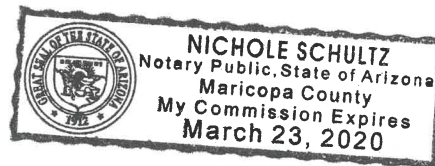
STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on September 14, 2018, by JEFF GUNDERSON, VICE PRESIDENT of LCD Asante, LLC a Delaware limited liability company, on behalf of the company.

Nichole Schultz
Notary Public

My Commission Expires:

MARCH 23, 2020





S U R P R I S E

A R I Z O N A

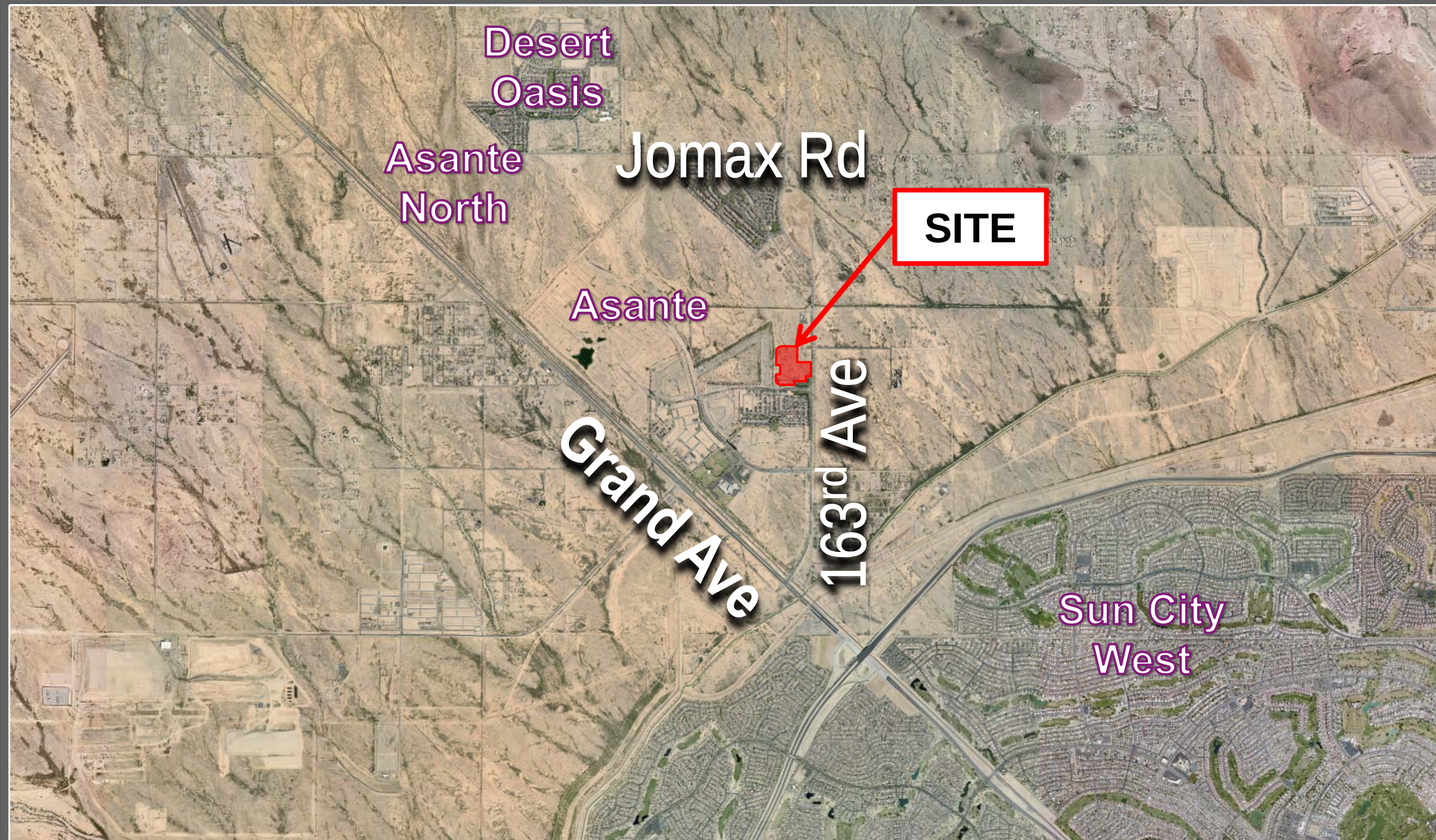
Asante 4.5

Final Plat – Parcel 2

FS18-255

City Council

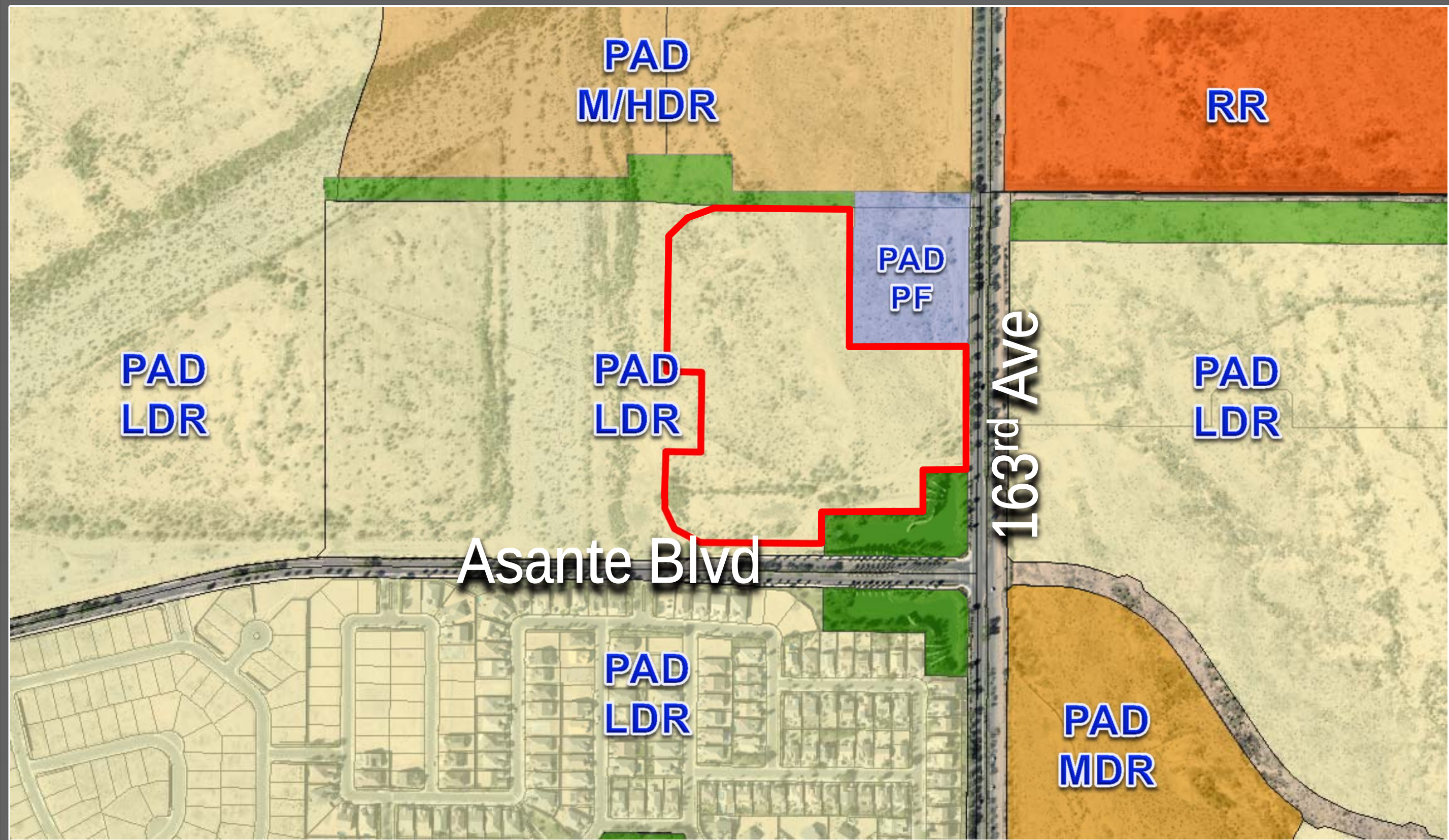
October 16, 2018



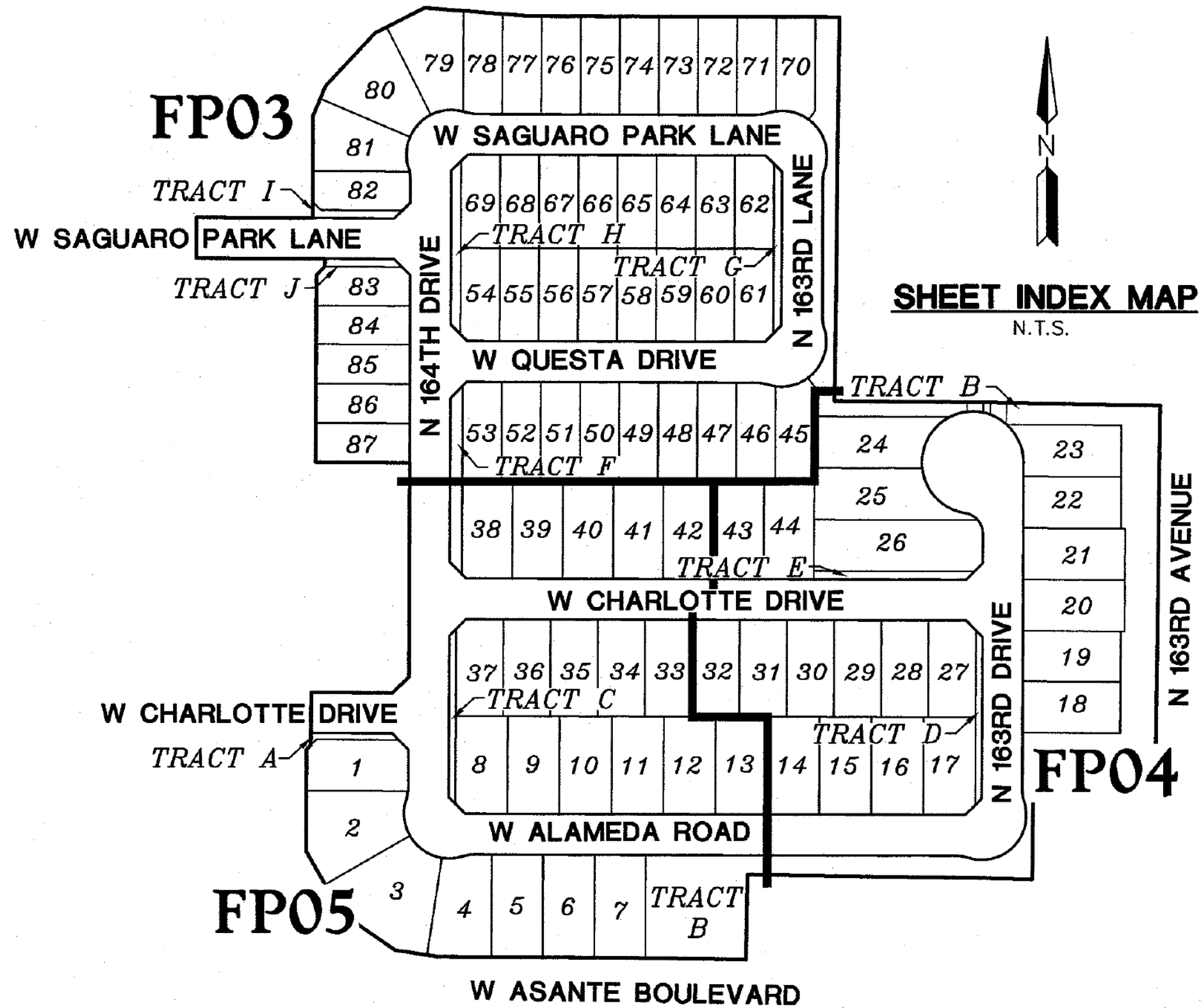
Vicinity Map



Vicinity Map



Surrounding Zoning



Final Plat



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Eric Fitzer - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Purchase and Sale Agreements and Joint Escrow Instructions for the purchase of land from LCD Asante, LLC and HE Capital Asante, LLC, for the purpose of acquiring land for Fire Station 304.

Motion:

I move to approve the Purchase and Sale Agreement and Joint Escrow Instructions with LCD Asante, LLC and HE Capital Asante, LLC and authorizing the Mayor or her designee to execute the agreements and all documents associated with the purchase.

Background:

The voters of the City of Surprise passed a bond for the purchase of land for Fire Station 304. The City has worked with two land owners to configure the parcel needed for the best location for the Fire Station.

Objective Analysis:

The voter approved bond initiative identified the land acquisition for fire station 304 as such approval of this item allows for construction of the permanent fire station 304 which was also included in the voter approved bond.

Policy Compliant:

Action on this item is in accordance with Council policies.

Financial Impact:

The City is purchasing approximately 4.3 acres from LCD Asante for \$391,401.00 as detailed in a prior development agreement and .49 acres from HE Capital Asante for \$44,541.00

Budget Impact:

The Funds were voter approved in the Bond.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [18.09.13 Purchase Agreement - Fire Station 304](#)
 - ☐ [Purchase Agreement for LCD Asante LLC](#)
-

**PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

Contract Date: **September** ____, 2018

Seller: HE Capital Asante, LLC, a Delaware limited liability company
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: Matt McGraner
Email: mmcgraner@HighlandCapital.com

with required
copies to: HE Capital Asante, LLC
c/o Highland Capital Management, LP
Attention: Legal Notices/General Counsel
300 Crescent Court, Suite 700
Dallas, Texas 75201

and

Wick Phillips Gould & Martin, LLP
3131 McKinney Avenue, Suite 100
Dallas, Texas 75204
Attention: D.C. Sauter and Chris Fuller
Email: dcsauter@wickphillips.com and cfuller@wickphillips.com

Buyer: City of Surprise, Arizona,
an Arizona municipal corporation
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attention: Community Development Director
Email: eric.fitzer@surpriseaz.gov

with a copy
to: City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attention: City Attorney
Email: robert.wingo@surpriseaz.gov

**Escrow
Agent:** NexVantage Title Services
2515 McKinney Ave, Suite 1100
Dallas, Texas 75201
Attention: Jeff Justema
Email: Jeff.Justema@NexVantageTitle.com
Phone: (469) 362-8845

THE TERMS LISTED IN BOLD ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

ARTICLE I

AGREEMENT, PROPERTY, AND PRICE

Section 1.01. Binding Agreement. Upon the execution of this Purchase and Sale Agreement and Joint Escrow Instructions (“**Contract**” or “**Agreement**”) by Seller and Buyer, it shall constitute a binding contract between Seller and Buyer for the purchase and sale of certain real property constituting approximately 0.4949 acres and being legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto, (the “**Property**”).

Section 1.02. Acceptance. This Agreement shall only be binding upon the parties hereto if this Agreement is executed by Buyer and Seller, and when one fully executed copy, or executed counterparts thereof, have been delivered to Escrow Agent and the **Opening of Escrow** as is defined in Section 1.06 herein has occurred within 10 days after the Contract Date.

Section 1.03. Inclusions in Property. The Property includes all easements, licenses, interests, rights, privileges, and appurtenances held by Seller as of the Close of Escrow that in any way benefit the Property or relate to the ownership of the Property, including, without limitation: (i) any and all mineral, water, and irrigation rights running with or pertaining to the Property; (ii) all of Seller’s interest in any road, street, or alleyway adjoining the Property to the extent appurtenant to the Property (but not any adjacent land owned by Seller or Seller’s affiliates); (iii) any rights or interests that may accrue to the benefit of Seller or the land as a result of the abandonment of any road, street, or alleyway adjoining the Property, and (iv) any and all improvements located on the Property, if any.

Section 1.04. Purchase Price. The total purchase price (“**Price**”) to be paid by Buyer for the Property is Forty Four Thousand, Five Hundred Forty One Dollars (\$44,541.00). The Price shall be paid by Buyer to Seller as follows:

(a) Buyer will deposit Fifteen Thousand Dollars (\$15,000.00) ("**Earnest Money**") into the escrow established by the Escrow Agent with respect to the transaction contemplated by this Agreement (the "**Escrow**") within three (3) business days after Escrow Agent's receipt of at least one original or telecopy counterpart of this Contract executed by Buyer and Seller.

(b) Buyer will pay the remaining balance after application of the Earnest Money ("**Closing Cash**") due on the Price to Seller through Escrow on the Closing Date.

Section 1.05. Earnest Money. The term "**Earnest Money**" means the Earnest Money and all interest earned on these amounts. Escrow Agent shall maintain the Earnest Money in an interest-bearing and federally insured account acceptable to Buyer and Seller, upon request by either Buyer or Seller. The requesting party shall pay any fees associated with the establishment of the interest bearing account. All interest on the Earnest Money will accrue for the benefit of the party entitled to the Earnest Money under this Contract. The Earnest Money shall remain in Escrow until required to be distributed, credited or applied for the benefit of the party entitled to the Earnest Money under this Contract. If the Escrow closes, the Earnest Money will be credited and applied for the benefit of Buyer by Escrow Agent to the Price. If the Escrow does not close as a result of un-cured default by Buyer, then Seller shall be entitled to a distribution of the Earnest Money pursuant to Section 9.05 of this Contract.

Section 1.06. Opening of Escrow. The term "**Opening of Escrow**" means the date upon which Escrow Agent has in its possession at least one fully executed original or telecopy counterpart of this Contract and the Earnest Money and accepts this Contract as its escrow instructions. Escrow Agent shall indicate the date of the Opening of Escrow on Escrow Agent's Acceptance attached at the end of this Contract. Buyer shall take all reasonably necessary measures to ensure that the Escrow Agent receives a copy of the contract and opens escrow within three (3) business days of the mutual execution of this Purchase Agreement.

Section 1.07. Close of Escrow. Subject to the satisfaction of the conditions and the obligations of the parties set forth in this Agreement, the closing of the Escrow ("**Close of Escrow**" or "**Closing Date**") will occur on or before the date that is fifteen (15) days after the Feasibility Date.

Section 1.08. Escrow Instructions. This Contract will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow. Any and all amendments to the escrow instructions shall be in writing, signed by the parties.

ARTICLE II

DUE DILIGENCE

Section 2.01. Title. Within five (5) business days after the Opening of Escrow, Escrow Agent shall provide Buyer with a preliminary title report or title commitment for the Property disclosing all matters of record and Escrow Agent's requirements for both closing the escrow created by this Agreement and issuing the policy of title insurance described in Section 7.02 hereof (the Commitment also shall be suitable to serve as the basis for the issuance of an ALTA

extended form coverage lender's title insurance policy in the amount of the Price, subject to satisfaction of all title company requirements for such extended coverage [including, without litigation, obtaining a current survey of the Property] by Buyer at Buyer's sole cost), and complete and legible copies of all instruments and documents referred to as exceptions to title or as title requirements ("**Report**"). The Report must be issued by Escrow Agent or an acceptable title insurance underwriter and must be dated with an effective date and time after the Opening of Escrow.

Section 2.02. Environmental. Buyer will purchase a Phase I Environmental Site Assessment ("ESA") of the Property.

ARTICLE III

INTERIM OBLIGATIONS

Section 3.01. Acts of Seller. From the Opening of Escrow until the Closing Date (or earlier termination hereof), Seller covenants to Buyer that Seller will not perform any act, fail to perform any act, or permit any act or omission to be made by any other party that would result in the breach or inaccuracy of any of Seller's warranties under this Contract.

Section 3.02. Interim Encumbrances. Seller shall not further encumber or voluntarily permit the further encumbrance of the Property after the Opening of Escrow.

Section 3.03. Change of Use. From the Opening of Escrow until the Closing Date (or earlier termination hereof), Seller will not take any action before any governmental authority that could change the present zoning or use of the Property, any portion of the Property, or change the potential use of the Property or its land use limitations.

Section 3.04. Indemnity. Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees. Notwithstanding the foregoing, Buyer shall not be obligated to restore or to indemnify in connection with any damage, liability, or claim resulting from any negligence or willful misconduct of Seller, its agents, employees, and/or contractors. The provisions of this Paragraph shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

Section 3.05. Liens. Buyer shall keep the Property free from any liens and shall pay when due all bills arising out of any work performed pursuant to Buyer's studies, inspections, and investigations on the Property. If Buyer fails to cause the release of record of any lien(s) filed against the Property (or any portion thereof) by payment of the lien amount or by obtaining and recording a "Release Bond" pursuant to applicable Arizona law within ten (10) days from the date of the lien filing(s), then Seller may, at Buyer's expense, cause such lien(s) to be released by any means Seller deems proper, including, but not limited to, payment of the claim giving rise to the lien(s) or obtaining and recording a Release Bond. All sums disbursed, deposited or incurred by Seller in connection with the release of the lien(s) shall be due and payable by Buyer to Seller

on demand by Seller. Buyer's obligations under this Paragraph shall survive any termination of this Agreement.

ARTICLE IV

TITLE

Section 4.01. Buyer's Objections. Buyer shall have fifteen (15) days after receipt of the Commitment to object in writing to any matter shown in the Report ("**Buyer's Objections**"). However, if Buyer fails to object within such fifteen (15) day period, the condition of title to the Property shall be deemed approved by Buyer. If the Report is amended or revised to add a new matter, Buyer will have five (5) business days following its receipt of the amended or revised Report (including legible and complete copies of all new exceptions or requirements to title) to deliver Buyer's Objections to such new matter. If Buyer fails to timely deliver Buyer's Objections, Buyer will be deemed to have waived its right to deliver the Buyer's Objections to the Report, as applicable. Notwithstanding the foregoing, in no event will Buyer be permitted to object to the Memorandum of ROFR (defined below), and the Declaration of Restrictive Covenants (defined below).

Section 4.02. Cure. Within seven (7) days after Seller's receipt of timely delivered Buyer's Objections, Seller may send written notice ("**Response**") to Buyer specifying in detail which of Buyer's Objections Seller will or will not cure, it being understood and agreed that Seller shall have no obligation to cure any of Buyer's Objections, except as provided in Section 6.05. If Seller fails to deliver its Response in a timely fashion, Seller will be deemed to have delivered a Response electing not to cure any of Buyer's Objections. If Seller commits to removing any of Buyer's Objections and fails to do so by Close of Escrow, Seller may, as its sole and exclusive remedy, (i) waive such Buyer's Objections and proceed to Close of Escrow (in which case such matters shall be deemed approved by Buyer) or (ii) terminate this Agreement by written notice to Buyer and Escrow Agent, in which case Escrow Agent will return promptly to Buyer all Earnest Money. Within five (5) days after Buyer's receipt of the Response (or deemed Response) from Seller, Buyer may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Property, and take title to the Property subject to such objected to matters (such matters being thereafter deemed approved by Buyer); or (ii) terminate this Agreement and the Escrow. If Buyer exercises its cancellation remedy under subsection 4.02(a)(ii) above, this Contract and the Escrow shall be deemed cancelled as of the date of Buyer's notice. Such cancellation will be immediate, neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, and Escrow Agent will return promptly to Buyer all Earnest Money.

ARTICLE V

BUYER CONTINGENCIES

Section 5.01. Feasibility Date. The "**Feasibility Date**" shall be thirty (30) days from the Opening of Escrow (the "Due Diligence Period")

Section 5.02. Buyer Inspections. Buyer will have until the Feasibility Date within which to conduct its inspections of the Property (collectively, the “**Buyer Investigations**”) deemed necessary by Buyer, in its sole discretion, to determine the economic, physical, mechanical, developmental, and operational feasibility of Buyer’s purchase of the Property. Buyer’s obligation to purchase the Property is conditioned on Buyer’s approval of the results of the Buyer Investigations and the Due Diligence Documents, in Buyer’s sole discretion. If the Buyer Investigations or the Due Diligence Documents are not acceptable to Buyer, in Buyer’s sole discretion, Buyer may deliver written notice terminating this Contract to Seller and Escrow Agent on or before the Feasibility Date, in which event this Contract and the related Escrow shall be deemed cancelled as of the date of Buyer’s notice. Such cancellation will be immediate, neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, and Escrow Agent will return promptly to Buyer all Earnest Money. If Buyer does not terminate the Contract prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have approved of the results of the Buyer Investigations and the Due Diligence Documents and the contingency set forth in this Section 5.02 shall be waived.

Section 5.03. Right of Entry. During the term of this Agreement, Buyer and its agents shall be permitted to enter upon the Property upon reasonable notice to Seller to inspect the Property and to gather such information and conduct such tests as Buyer deems appropriate. Buyer shall indemnify, defend and hold Seller (together with all of Seller’s members, managers, partners, officers, directors, employees, representatives, agents, shareholders, trustees and/or beneficiaries and all their respective current and former affiliates, heirs, successors, assigns, predecessors, attorneys, agents and related entities) harmless for, from and against any and all claims and damages (including, but not limited to, reasonable attorneys’ fees) resulting from or relating to Buyer’s inspections under this Paragraph (which obligation shall survive closing and any termination of this Contract). Buyer’s entry onto the Property is at Buyer’s sole risk and expense. Buyer shall also keep the Property free from any mechanics’ or materialmen’s liens caused by Buyer’s exercising its inspection rights under this Paragraph. Buyer, its engineers, architects, employees, contractors and agents shall maintain public liability insurance policies (in an amount of combined single limit coverage of not less than Two Million Dollars (\$2,000,000)) insuring against claims arising as a result of the inspections of the Property being conducted by Buyer naming Seller as an additional insured. Prior to entering the property and commencing any tests, studies and investigations, Buyer shall deliver to Seller a certificate of insurance evidencing the existence of the aforesaid policies, however, Buyer’s failure to deliver said certificate of insurance to Seller shall not in any way waive Buyer’s obligation to maintain or caused to be maintained said public liability policies in accordance with the terms of the previous sentence. Buyer’s rights under this Section shall not include the right to conduct any Phase II-type environmental audit or other invasive or destructive testing of the Property (including, without limitation, any soil sampling, excavation or other physical testing) without Seller’s prior written approval in its discretion. Seller shall have the right, at its option, to cause a representative of Seller to be present at all on-site inspections, reviews and examinations conducted hereunder. Buyer shall keep all information or data received or discovered in connection with any of the inspections, reviews or examinations strictly confidential (which obligation shall survive Closing and any termination of this Contract).

ARTICLE VI

CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, Seller agrees to furnish to Buyer either a sworn affidavit stating, under penalty of perjury, that Seller is not a “foreign person” as defined in the Internal Revenue Code of 1986, as amended (“**Code**”) or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Code. If Seller does not furnish the sworn affidavit or other appropriate evidence reasonably deemed satisfactory by Escrow Agent, Buyer may withhold or direct Escrow Agent to withhold from Seller’s sale proceeds an amount equal to the amount required to be withheld pursuant to Section 1445 of the Code. Any withheld funds will be deposited by Escrow Agent with the Internal Revenue Service as required by Section 1445(a) and any applicable regulations. The amount withheld, if any, will nevertheless be deemed to be part of the Price paid to Seller.

Section 6.02. Seller’s Closing Deliveries. Seller, at the Close of Escrow, will deposit with Escrow Agent (for recordation, if applicable, and delivery to Buyer): (i) a Special Warranty Deed in the form attached as **Exhibit C** (“**Deed**”); (ii) a customary owner’s affidavit in form reasonably acceptable to Escrow Agent; (iii) the Memorandum of ROFR (defined below), (iv) the Declaration of Restrictive Covenants (defined below), and (v) such other instruments and documents as may be reasonably necessary in order to carry out the purposes of this Contract.

Section 6.03. Buyer’s Closing Deliveries. Buyer, at the Close of Escrow, will deliver to Escrow Agent (for disbursement to Seller): (i) the Closing Cash, plus all additional sums necessary to pay Buyer’s portion of the closing costs and prorations; (ii) a counterpart to the Memorandum of ROFR; (iii) all other documents required pursuant to other provisions of this Contract to be executed and delivered by Buyer; and (iv) such other instruments and documents as may be reasonably required in order to carry out the purposes of this Contract.

Section 6.04. Possession. Seller must deliver exclusive possession of the Property to Buyer at Close of Escrow.

Section 6.05. Release of Monetary Matters. Seller, at Seller’s sole cost and expense, shall fully pay and discharge and release the Property from any and all delinquent real property taxes and assessments, recorded or unrecorded mortgages or deeds of trust, installment land contracts, judgments, tax liens, mechanics liens, lawsuits, or other monetary liens affecting or purporting to affect title to the Property and voluntarily created by Seller, and Seller authorizes and directs Escrow Agent to pay all such items from Seller’s proceeds from the Closing. In the event that at Closing, there exists any monetary liens affecting title to the Property that were not voluntarily created by Seller and Seller has not agreed to cause such items to be paid from Seller’s proceeds at Closing or otherwise deleted from the Title Policy, then Buyer, as Buyer’s sole and exclusive remedy, may (i) terminate this Agreement and receive a full refund of the Earnest Money, or (ii) waive such requirement and proceed to Closing.

Section 6.06. Title Policy. Buyer’s obligation to purchase the Property is conditioned upon: (i) Escrow Agent’s issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Owner’s Policy of Title Insurance (“**Title Policy**”) in an insured amount at least equal

to the Price effective no earlier than the actual Close of Escrow and insuring Buyer's fee simple title to the Property, subject only to those matters approved (or deemed approved) by Buyer pursuant to Article IV, the Memorandum of ROFR (defined below), and the Declaration of Restrictive Covenants (defined below).

ARTICLE VII

PRORATIONS AND COSTS

Section 7.01. Real Estate Taxes and Assessments. All non-delinquent real estate taxes on the Property will be prorated as of the Closing Date, based upon the most current information available. All delinquent real estate taxes will be paid in full by Seller on the Closing Date together with all penalties and redemption charges. No further adjustment in any tax figures shall occur following the Closing. Seller shall be entitled to receive any refunds or over-payments for taxes for tax years prior to the year in which the Closing occurs and a pro-rata share of any refunds or over-payments made in the tax year including the year of sale. All improvement liens, special taxing districts, or other special municipal or county assessments that affect the Property and that exist as of the Closing Date shall be prorated as of the Close of Escrow. Notwithstanding the foregoing, Buyer shall be responsible for any and all deferred taxes, rollback taxes and assessments with respect to the Property for the year of Closing and any prior years due to a change in land usage or ownership ("**Roll-back Taxes**"). Buyer's obligation to pay such Roll-back Taxes shall survive Closing.

Section 7.02. Title Insurance. Buyer shall order a Title Insurance Commitment from Escrow Agent. Seller shall pay the premium for a standard policy of title insurance in the full amount of the Price based upon Escrow Agent's standard filed rate or basic rate, insuring Buyer's title to the Property, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Title Report and which are not objected to or are waived in the manner described in this Agreement, and any other matters approved in writing by Buyer. Buyer shall pay any additional costs related to the issuance of an ALTA extended Coverage Owner's Title Insurance Policy and any endorsements thereto requested by Buyer, if the Buyer elects such additional coverage.

Section 7.03. Closing Costs. All escrow fees and charges, are to be divided equally between Seller and Buyer. Seller shall pay any recording fees necessary to remove monetary liens as set forth in Section 6.05. Buyer shall pay all other recording fees and all costs incurred in connection with its inspections of the Property (including, without limitation, any survey costs). Any closing costs not dealt with under this Contract, shall be paid according to the custom and practice of Escrow Agent. Seller agrees that all closing costs and any other sums required to be paid by Seller will be paid in full at closing and may be deducted from the proceeds otherwise payable to Seller at Close of Escrow. Each party agrees to pay its own attorney fees. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a three hundred sixty-five (365) day year. If any of the apportionments or prorations required above cannot be calculated accurately on the Closing Date or are miscalculated, then they shall be calculated or recalculated as soon as possible after the Closing Date. Either party owing the other party a sum of money based on such subsequent apportionments or prorations shall promptly pay said sum to the other party within ten (10) days

after receipt of an invoice therefore. There shall be no further adjustments of such apportionments or prorations after the date that is sixty (60) days following the Closing Date.

Section 7.04. Rents. All rents received by Seller for amounts due on or prior to the Closing Date shall be the property of Seller. Any rents received by Buyer for amounts due after the Closing Date shall be the property of Buyer.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.01. Seller Representations and Warranties. Seller represents and warrants to Buyer as follows.

(a) **Authority.** This Contract has been duly authorized and executed on Seller's behalf and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms. Seller is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

Section 8.02. Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Buyer has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The individual executing this Contract on behalf of Buyer is and shall be duly authorized to sign the same on Buyer's behalf and to bind the Buyer thereto;

(c) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any Contracts or instruments to which Buyer is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(d) This Contract constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms.

Section 8.03. Survival of Warranties. Except as otherwise expressly provided herein, all representations and warranties contained in this Contract are true on and as of the date so made, will be true on and as of the Close of Escrow, but shall not survive the Close of Escrow and shall merge into the deed.

Section 8.04. NO REPRESENTATIONS; PURCHASE AS-IS; WAIVER AND RELEASE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER SELLER, NOR ANYONE ACTING FOR OR ON BEHALF OF SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, TO BUYER, OR TO ANYONE ACTING FOR OR ON BEHALF OF BUYER, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USE OR DEVELOPMENT

THEREOF. BUYER FURTHER REPRESENTS THAT, IN ENTERING INTO THIS CONTRACT, BUYER HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF SELLER, OR ANYONE ACTING FOR OR ON BEHALF OF SELLER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS CONTRACT, AND THAT ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY BUYER PRIOR TO THE CLOSING, AND THAT BUYER SHALL PURCHASE THE PROPERTY BASED ON BUYER'S OWN PRIOR DUE DILIGENCE INVESTIGATIONS, INSPECTIONS AND EXAMINATIONS OF THE PROPERTY (OR BUYER'S ELECTION NOT TO DO SO); AND THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS" AND "WITH ALL FAULTS" PHYSICAL CONDITION AND IN AN "AS-IS" AND "WITH ALL FAULTS" STATE OF REPAIR. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS CONTRACT, BUYER DOES HEREBY WAIVE, AND SELLER DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BY WAY OF DESCRIPTION BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE, TENANTABILITY OR HABITABILITY. FURTHER, BUYER DOES HEREBY RELEASE AND FOREVER DISCHARGE, AND WAIVE ITS RIGHTS TO RECOVER FROM, SELLER AND SELLER'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, REPRESENTATIVES, (COLLECTIVELY, "SELLER PARTIES") OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTIONS, DEMANDS, RIGHTS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, AND COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORSEEN, THAT BUYER AND ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER BUYER, MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND/OR ANY OF SELLER PARTIES, ARISING FROM OR RELATED TO THIS CONTRACT OR THE PROPERTY (INCLUDING ANY CLAIM FOR DIMINUTION IN VALUE OF THE PROPERTY ARISING FROM THE CONDITION OF THE PROPERTY), EXCEPT TO THE EXTENT THE SAME RESULTS FROM, CONSTITUTES, OR ARISES FROM SELLER'S FRAUD, SELLER'S FAILURE TO DISCLOSE MATERIAL FACTS TO BUYER, SELLER'S MATERIAL MISREPRESENTATION, OR SELLER'S BREACH OF THIS AGREEMENT OR DEFAULT OF OR UNDER ANY OF THE MATTERS EXPRESSLY REPRESENTED BY SELLER HEREIN (PRIOR TO THE EXPIRATION OF SUCH REPRESENTATION). This Section 8.04 shall survive the Close of Escrow and shall not merge into the deed.

ARTICLE IX

GENERAL

Section 9.01. Brokerage. If Seller is represented by a broker in regard to this transaction, such broker will be compensated by Seller pursuant to a separate agreement. Buyer has not been represented by a broker in this transaction. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other

party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and expert witness fees and court costs in defending against such claim. This indemnity shall survive the Close of Escrow or cancellation of this Agreement.

Section 9.02. Binding Effect; Buyer's Right to Nominate and Assign. Buyer may not assign its rights under this Agreement in whole or in part without Seller's consent. If Seller provides such consent, then Buyer's successors in interest are to have all of the rights entitled to the Buyer under this Agreement, including all available remedies for Seller's breach. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9.03. Risk of Loss. All risk of loss, damage, or taking of the Property that may occur prior to Close of Escrow will be borne by Seller. In the event of any loss, damage, or taking prior to Close of Escrow, Buyer, at Buyer's sole option and by written notice to Seller and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. Upon Buyer's cancellation of this Contract under the preceding sentence, the cancellation will be immediate and neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, except as otherwise provided in this Contract, and Escrow Agent will return promptly to Buyer all Earnest Money.

Section 9.04. Seller's Default. If Seller breaches this Agreement or fails to perform any of its covenants or obligations under this Agreement, and fails to cure such breach or failure within ten (10) days after receipt of written notice from Buyer specifying such default, then Buyer as its sole and exclusive remedy shall have the right to elect, one of the following remedies: (a) Buyer, upon giving written notice to Seller and Escrow Agent, may terminate this transaction and Escrow, and receive the return of the Earnest Money (including any amounts previously released), following which neither party shall have any further obligation to the other, subject to any continuing indemnities contained herein; or (b) Close Escrow and waive such default by Seller and if Seller refuses to so Close Escrow, Buyer shall be entitled to file an action for specific performance of the terms and provisions of this Agreement (and no damages shall be awardable in any such proceeding), provided Buyer must commence such action for specific performance within thirty (30) days of the scheduled Closing Date. Under no circumstances can either party recover any special, consequential, exemplary or punitive damages.

Section 9.05. Buyer's Default. If Buyer breaches this Agreement or fails to perform any of its covenants or obligations under this Agreement, and fails to cure such breach or failure within ten (10) days after receipt of written notice from Seller specifying such default, Seller, as its exclusive and sole right and remedy, shall be entitled to cancel this Contract and related Escrow by giving Buyer and Escrow Agent written notice of cancellation, in which event Escrow Agent will immediately pay to Seller the Earnest Money as full liquidated damages of Seller. THE EARNEST MONEY SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES, INCLUDING WITHOUT LIMITATION ANY RIGHT WHICH SELLER MAY HAVE TO SPECIFIC PERFORMANCE, BEING HEREIN EXPRESSLY WAIVED BY SELLER. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER

RIGHTS OR OBLIGATIONS HEREUNDER EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. Upon receipt by Seller of the Earnest Money as provided above, neither party shall have any further obligation or responsibility to the other hereunder, except as otherwise specifically established in this Contract. Notwithstanding the foregoing, nothing in this section 9.05 shall limit Buyer's indemnification obligations set forth in this Contract.

Section 9.06. Attorneys' Fees. If there is any litigation or arbitration between Seller and Buyer to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in such litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, reasonable attorneys' fees incurred by the successful party.

Section 9.07. Notice. Except as otherwise required by law, any notice required or permitted under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; or (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt. Notice sent in any of the manners set forth above must be addressed or sent to Seller, Buyer, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is two days after deposit in the United States mail, if given by certified mail; or (III) on the day of deposit with an express delivery service, if given by overnight, "same day", or "next-day" delivery service. No notice will be deemed effective unless sent in one of the manners described above.

Section 9.08. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Buyer's contingencies or conditions precedent may be waived only by Buyer, and any waiver by Buyer may be done only in a writing signed by Buyer.

Section 9.09. Additional Acts. The parties agree to execute promptly any other documents and to perform promptly any other acts as may be reasonably necessary to carry out the purpose and intent of this Contract.

Section 9.10. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the State of Arizona.

Section 9.11. Construction. The terms and provisions of this Contract represent the results of negotiations between Seller and Buyer, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and Seller and Buyer each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 9.12. Time of Essence. Time is of the essence of this Contract. The time for the performance of any obligation or the taking of any action under this Contract will be deemed to expire at 5:00 p.m. (Mountain time) on the last day of the applicable time period established in this Contract. In calculating any time period in this Contract that commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event (e.g., the Opening of Escrow), the date upon which the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following. If the time for the performance of any obligation or taking any action under this Contract expires on a Saturday, Sunday, or legal holiday, the time for performance or taking such action will be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday and during which Escrow Agent is open for business.

Section 9.13. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Buyer and Seller, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 9.14. Headings. The headings of this Contract are for reference only and do not limit or define the meaning of any provision of this Contract.

Section 9.15. Incorporation by Reference. All exhibits to this Contract are fully incorporated in the text of this Contract.

Section 9.16. Counterparts. This Contract may be executed in any number of counterparts, whether by original, copy, or telecopy signature, each of which, when executed and delivered, shall be deemed an original, but all of which when taken together will constitute one binding contract and instrument.

Section 9.17. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of such provisions will not be affected by any such invalidity or unenforceability.

Section 9.18. Representations at the Close of Escrow. All of Buyer's representations contained in this Agreement shall be true and correct at the Close of Escrow as though made at and as of the Close of Escrow. All of Seller's representations contained in this Agreement shall be true and correct at the Close of Escrow as though made at and as of the Close of Escrow.

Section 9.19. Seller's Knowledge. As used in this Contract, the phrase "Seller's knowledge" or "to Seller's knowledge", or similar language, shall mean information that is personally and

directly known by Seller as of the Opening of Escrow without undertaking any independent investigation or inquiry for the purpose of making such statement.

Section 9.20. Seller's Possession. As used in this Contract, the phrase "Seller's possession", or similar language, shall mean the current actual possession of Seller as of the Opening of Escrow without requiring that Seller engage in any independent investigation or inquiry or act for the purpose of obtaining possession of any document or personal property or other item not in Seller's current actual possession.

Section 9.21. Survival. Except as otherwise provided herein, any covenants, agreements, and/or representations set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall not survive the Closing and shall merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

Section 9.22. IRS Real Estate Sales Reporting. Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as "the person responsible for closing" the transaction which is the subject of this Agreement, pursuant to Internal Revenue Code of 1986 Section 6045(e). Escrow Agent shall prepare and file the informational return (IRS Form 1099-B) required by and otherwise comply with the terms of IRS § 6045(e).

Section 9.23. Miscellaneous Definitions and Standards. The term "sole discretion" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "will" denotes a mandatory obligation, and the term "may" is a permissive word denoting an option. All references in this Contract to the "Escrow Agent" will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 9.24. Tax-Deferred Exchange. Seller and Buyer agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, to extend any time for the exchanging party's performance, to expend legal fees to review exchange documents, or to incur any additional costs, expenses or liabilities in this transaction as a result of or in connection with such exchange. Seller and Buyer agree to hold each other harmless from and against any liabilities, damages, or costs, including attorneys' fees, that may arise from the non-exchanging party's participation in the exchange.

Section 9.25. Right of First Refusal. The parties agree that effective concurrently with the Closing, Buyer grants to Seller, and Seller shall have, a right of first refusal (the "**ROFR**") with respect to any subsequent transfer or sale of the Property by Buyer, which ROFR shall be upon the following terms:

(A) Buyer shall not sell, convey or otherwise transfer the Property to any third party, except (i) pursuant to a contract for sale to an unaffiliated bona fide third-party purchaser after first complying with the provisions of this Section 9.25, or (ii) after receiving Seller's prior written consent, which may be withheld or granted in Seller's sole discretion.

(B) If Buyer desires to offer the Property for sale or if Buyer receives a bona fide offer from any third party to purchase the Property, Buyer shall, before making or accepting such offer (a "**Third Party Offer**"), (i) notify Seller in writing of all material terms of such Third Party Offer, and (ii) offer to sell the Property to Seller upon terms and conditions no less favorable to Seller as those contained in the Third Party Offer (an "**Offer Notice**").

(C) Seller shall have thirty (30) days after receiving the Offer Notice to either accept in writing or reject in writing the offer contained in the Offer Notice. If Seller fails to accept or reject the offer contained in the Offer Notice within such 30-day period following Seller's receipt of the Offer Notice, Seller shall be deemed to have rejected the offer contained in the Offer Notice. If Seller accepts the offer contained in the Offer Notice, Buyer and Seller shall endeavor to enter into a purchase and sale agreement for the Property within thirty (30) days after Seller's acceptance of the Offer Notice (which purchase agreement must be in form reasonably acceptable to Seller and shall contain substantially the same terms as those contained in the Offer Notice, except that the terms may differ so long as they are no less favorable to Seller).

(D) If Seller rejects or is deemed to reject the offer contained in the Offer Notice, Buyer shall have the right to sell the Property to an unaffiliated bona fide third party purchaser (i) upon the same terms contained in the Offer Notice and (ii) pursuant to a contract for sale to an unaffiliated bona fide third-party purchaser entered into no later than sixty (60) days after the date Seller rejects or is deemed to have rejected the offer contained in the Offer Notice. If Buyer proposes to sell the Property (i) upon terms or conditions more favorable to the purchasing entity than were contained in the Offer Notice, or (ii) pursuant to a contract of sale not entered into within such 60-day period, Buyer shall be obligated to re-offer the Property to Seller in accordance with the procedures set forth in this Section 9.25.

At Closing, Seller and Buyer shall recorded a memorandum (in form reasonably acceptable to Seller) in the real property records of the County in which the Property is located, evidencing Seller's ROFR with respect the Property (the "**Memorandum of ROFR**"). This Section 9.25 shall survive Closing and shall not be merged into the Deed.

Section 9.26. Declaration of Restrictive Covenants. At or prior to Closing, Seller may record a declaration of Restrictive Covenants against the Property, prohibiting the use of the Property for any purposes other than a fire station and ancillary uses thereto for a period of twenty-five years (the "**Declaration of Restrictive Covenants**"). Such Declaration of Restrictive Covenants will be in form reasonably determined by Seller, shall be for the benefit of Seller and other land owned by Seller in the vicinity of the Property, and shall terminate automatically twenty-five years after the Property is conveyed to Buyer.

Executed as of the Contract Date.

BUYER

THE CITY OF SURPRISE, ARIZONA
An Arizona municipal corporation

By: _____

Name: Sharon Wolcott

Title: Mayor

STATE OF _____) ss.
County of _____)

This Purchase and Sale Agreement and Joint Escrow Instructions was acknowledged before me this _____ day of _____, 2018, by _____, the Mayor of the City of Surprise, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My commission expires:

SELLER

HE Capital Asante, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
 _____) ss.
 County of _____)

This Purchase and Sale Agreement and Joint Escrow Instructions was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of HE Capital Asante, LLC, a Delaware limited liability company, on behalf of the Company.

Notary Public

My commission expires:

ESCROW AGENT'S ACCEPTANCE

By its execution below, Escrow Agent accepts this Contract as its sole escrow instructions and acknowledges receipt of at least one fully executed original or telecopy counterpart of the Contract executed by Buyer and Seller and Buyer's Earnest Money described in the Contract. Upon its execution, Escrow Agent agrees to: (i) insert the relevant escrow number on the first page of this Contract; (ii) insert the date for the Opening of Escrow in the space below; and (iii) provide copies of the fully executed Contract to Buyer and Seller.

"Escrow Agent"

NexVantage Title Services

Date of **"Opening of Escrow"**

By: _____

Name: _____

Title: _____

**EXHIBIT “A” TO
PURCHASE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

(LEGAL DESCRIPTION OF THE REAL PROPERTY)

PARCEL NO. 1

A portion of that real property as described in Special Warranty Deed recorded May 29, 2009 as Document No. 2009-0486173 and re-recorded August 31, 2009 as Document No. 2009-812783 identified as Assessor Parcel Number 503-73-944B
DESCRIPTION: (Commitment of Title Insurance File No. 77968EW)

A portion of the Southeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the East quarter corner of said Section 12; Thence along the East line of said Northeast quarter North 00°45'04" East 1265.30 feet; Thence North 89°14'56" West 67.50 feet to the POINT OF BEGINNING;
Thence North 89°45'11" West 400.01 feet; Thence North 00°45'04" East 55.66 feet; Thence South 89°14'56" East 400.00 feet; Thence South 00°45'04" West 52.14 feet to the POINT OF BEGINNING.

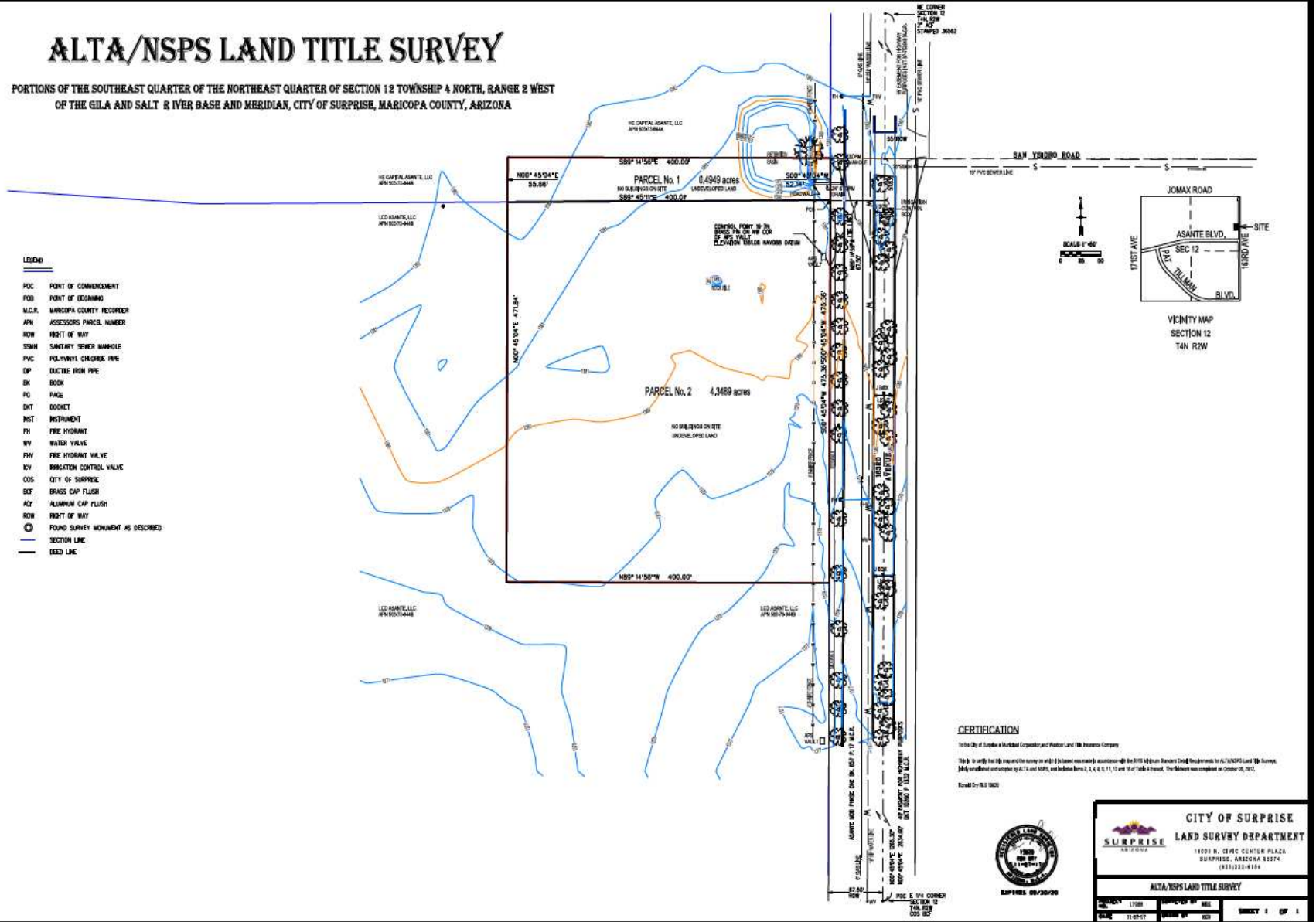
**EXHIBIT “B” TO
PURCHASE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

(DEPICTION OF REAL PROPERTY)

See “PARCEL No. 1” on survey attached hereto.

ALTA/NSPS LAND TITLE SURVEY

PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



**EXHIBIT “C” TO
PURCHASE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

(SPECIAL WARRANTY DEED)

[attached]

WHEN RECORDED RETURN TO:)
)
City Clerk)
City of Surprise)
16000 N. Civic Center Plaza)
Surprise, AZ 85374)

EXEMPT PER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received, HE Capital Asante, LLC, a Delaware limited liability company ("Grantor"), does hereby grant and convey to The City of Surprise, Arizona, an Arizona municipal corporation ("Grantee"), all of Grantor's right, title, and interest in and to the following real property (the "Property") situated in Maricopa County, Arizona, together with all improvements thereon (if any) and all of Grantor's interest in any rights and privileges appurtenant thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: All non-delinquent taxes and other assessments, reservations in patents, reserved water rights, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and such facts as would be disclosed by physical inspection or accurate ALTA survey of the Property (including all optional Table A items), and the reservations set forth in this Deed.

AND GRANTOR hereby binds itself and its successors and assigns to warrant and defend the title against all of the acts of Grantor and no other, subject only to the matters set forth above.

DATED: _____, 2018.

[Balance of the Page Intentionally Left Blank; Signature Page Follows]

GRANTOR:

HE Capital Asante, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

Acknowledged before me this ____ day of _____ 2018, by _____, the _____ of HE Capital Asante, LLC, for and on behalf of the Company.

Notary Seal/Stamp

Notary Public

EXHIBIT “A” TO SPECIAL WARRANTY DEED

Legal Description

**PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

Contract Date: August 22, 2018

Seller: LCD Asante, LLC
a Delaware limited liability company
890 W. Elliot Rd., Suite 101
Gilbert, Arizona 85233
Attention: Jeff Gunderson and Alan M. Jones
Email: jeffery.gunderson@lennar.com and alan.m.jones@lennar.com

with a copy to: Sherman & Howard L.L.C.
7033 E. Greenway Parkway, Suite 250
Scottsdale, Arizona 85254
Attention: Azim Q. Hameed and Jonathan D. Loe
Email: ahameed@shermanhoward.com and jloe@shermanhoward.com

And with a copy of any default notices to: Lennar Corporation
25 Enterprise, Suite 100
Aliso Viejo, California 92656-2601
Attention: Melanie McCall Houk and Rob Nicks
Email: melanie.houk@lennar.com and rob.nicks@lennar.com

Buyer: City of Surprise, Arizona,
an Arizona municipal corporation
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attention: Community Development Director
Email: eric.fitzer@surpriseaz.com

with a copy to: City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attention: City Attorney
Email: robert.wingo@surpriseaz.com

Escrow Agent: Pioneer Title Agency
14239 W Bell Road
Surprise, Az 85374
Attention: Teresa Cossey
Email: Teresa.cossey@ptaaz.com

Escrow: _____

THE TERMS LISTED IN BOLD ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS AGREEMENT.

ARTICLE I

AGREEMENT, PROPERTY, AND PRICE

Section 1.01. Binding Agreement. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property (as defined in Section 1.03), subject to the terms and conditions of this Purchase and Sale Agreement and Joint Escrow Instructions (“**Contract**” or “**Agreement**”).

Section 1.02. Acceptance. This Agreement shall only be binding upon the parties hereto if this Agreement is executed, and when one fully executed copy, or executed counterparts thereof, have been delivered to Escrow Agent on or before **Opening of Escrow** as is defined in Section 1.06 herein.

Section 1.03. Inclusions in Property. The property (“**Property**”) that is the subject matter of this Contract is located in Surprise, Arizona, and consists of that certain real property legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the “**Land**”) and all improvements present on the Land (the “**Improvements**”). The Property includes all easements, licenses, interests, rights, privileges, and appurtenances held by Seller as of the Close of Escrow that benefit the Property or relate to the ownership of the Property, including, without limitation: (i) any and all mineral, water, and irrigation rights running with or pertaining to the Property; (ii) all of Seller’s interest in any road, street, or alleyway adjoining the Property; (iii) any rights or interests that may accrue to the benefit of Seller or the land as a result of the abandonment of any road, street, or alleyway adjoining the Property, (iv) any and all Improvements; (v) any and all replacements, renewals, substitutions, and additions of or to the Property that may be made or acquired after the Opening of Escrow; and (vi) all options or renewal rights associated with and appurtenant to any of the Property. However, to the extent Seller replaces, renews, substitutes, or makes any additions pursuant to subsection (v) and/or (vi) of this Section 1.03 after Opening of Escrow, said change shall not be effective or otherwise legally binding on the Buyer unless Seller first obtains the Buyer’s written approval prior to accepting, incorporating or adopting any said change.

Section 1.04. Purchase Price. The total purchase price (“**Price**”) to be paid by Buyer for the Property is Three Hundred Ninety One Thousand Four Hundred One Dollars (\$391,401.00). The Price shall be paid by Buyer to Seller as follows:

- (a) Buyer will deposit Fifty Thousand Dollars (\$50,000.00) (“**Earnest Money**”) into the Escrow within three (3) business days after Opening of Escrow.
- (b) Buyer will pay the remaining balance after application of the Earnest Money (“**Closing Cash**”) due on the Price to Seller through Escrow on the Closing Date.

Section 1.05. Earnest Money. The term “**Earnest Money**” means the Earnest Money and all interest earned on these amounts. Escrow Agent shall maintain the Earnest Money in an interest-bearing and federally insured account acceptable to Buyer and Seller, upon request by either Buyer or Seller. The requesting party shall pay any fees associated with the establishment of the interest bearing account. All interest on the Earnest Money will accrue for the benefit of the party entitled to the Earnest Money under this Contract. The Earnest Money shall remain in

Escrow until required to be distributed, credited or applied for the benefit of the party entitled to the Earnest Money under this Contract. If the Escrow closes, the Earnest Money will be credited and applied for the benefit of Buyer by Escrow Agent to the Price. If the Escrow does not close as a result of un-cured default by Buyer, then Seller shall be entitled to a distribution of the Earnest Money pursuant to Section 9.06 of this Contract.

Section 1.06. Opening of Escrow. The term “**Opening of Escrow**” means the date upon which Escrow Agent has in its possession at least one fully executed original or telecopy counterpart of this Contract and accepts this Contract as its escrow instructions. Escrow Agent shall indicate the date of the Opening of Escrow on Escrow Agent’s Acceptance attached at the end of this Contract. Buyer shall take all reasonably necessary measures to ensure that the Escrow Agent receives a copy of the contract and opens escrow within three (3) business days of the mutual execution of this Agreement.

Section 1.07. Close of Escrow. Subject to the satisfaction of the conditions and the obligations of the parties set forth in this Agreement, the closing of the Escrow (“**Close of Escrow**” or “**Closing Date**”) will occur on or before the tenth (10th) day after the Feasibility Date (as defined in Section 5.01).

Section 1.08. Escrow Instructions. This Contract will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow. Any and all amendments to the escrow instructions shall be in writing, signed by the parties.

ARTICLE II

DUE DILIGENCE

Section 2.01. Title. Within five (5) business days after the Opening of Escrow, Escrow Agent shall provide Buyer and Seller with a preliminary title report or title commitment for the Property that: (i) discloses all matters of record and Escrow Agent's requirements for both closing the escrow created by this Agreement and issuing the Title Policy (as defined in Section 6.06 hereof); (ii) is suitable to serve as the basis for the issuance of an ALTA extended form coverage owner’s title insurance policy in the amount of the Price; and (iii) includes complete and legible copies of all instruments and documents referred to as exceptions to title or as title requirements (“**Report**”). The Report must be issued by Escrow Agent or a title insurance underwriter acceptable to Buyer and must be dated with an effective date and time after the Opening of Escrow.

Section 2.02. Environmental. Buyer will purchase a Phase I Environmental Site Assessment (“**ESA**”) of the Property.

ARTICLE III

INTERIM OBLIGATIONS

Section 3.01. Acts of Seller. From the Opening of Escrow until the Closing Date, Seller covenants to Buyer that Seller will not perform any act, fail to perform any act, or permit any act

or omission to be made by any other party that would result in the breach or inaccuracy of any of Seller's warranties under this Contract.

Section 3.02. Interim Encumbrances. Seller shall not further encumber or permit the further encumbrance of the Property after the Opening of Escrow.

Section 3.03. Change of Use. Seller has not taken and will not take any action before any governmental authority that could change the present zoning or use of the Property, any portion of the Property, or change the potential use of the Property or its land use limitations.

Section 3.04. Indemnity. Subject to the limitations and other provisions contained in this Agreement, Seller agrees to indemnify, defend, and hold Buyer harmless for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any negligent act or omission of Seller pertaining in any manner to the Property during the period of time between Opening of Escrow and the Closing Date. Buyer is acquiring the Property from Seller, and is not the successor of Seller. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Property, except: (i) as expressly set forth in writing in this Agreement; (ii) the Permitted Encumbrances (as defined in Section 4.03); and (iii) that Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents, contractors, and employees. Notwithstanding the foregoing, Buyer shall not be obligated to restore or to indemnify in connection with any damage, liability, or claim resulting from any negligence or willful misconduct of Seller, its agents, employees, and/or contractors. The provisions of this Section 3.04 shall survive the Close of Escrow or, if the purchase and sale is not consummated, any termination of this Agreement. Buyer's indemnification obligations shall not include Seller's lost profits, consequential or special damages, or lost opportunities.

Section 3.05. Liens. Buyer shall keep the Property free from any liens and shall pay when due all bills arising out of any work performed pursuant to Buyer's studies, inspections, and investigations on the Property. If Buyer fails to cause the release of record of any lien(s) filed against the Property (or any portion thereof) by payment of the lien amount or by obtaining and recording a "Release Bond" pursuant to applicable Arizona law within ten (10) days from the date of the lien filing(s), then Seller may, at Buyer's expense, cause such lien(s) to be released by any means Seller deems proper, including, but not limited to, payment of the claim giving rise to the lien(s) or obtaining and recording a Release Bond. All sums disbursed, deposited or incurred by Seller in connection with the release of the lien(s) shall be due and payable by Buyer to Seller on demand by Seller. Buyer's obligations under this Section 3.05 shall survive any termination of this Agreement.

ARTICLE IV

TITLE

Section 4.01. Buyer's Objections. Buyer shall have fifteen (15) days after receipt of the Report to object in writing to Seller and Escrow Agent to any matter shown in the Report ("Buyer's

Objections”). However, if Buyer fails to object within such fifteen (15) day period, the condition of title to the Property shall be deemed approved by Buyer. If the Report is amended or revised to add a new matter, Buyer will have five (5) business days following its receipt of the amended or revised Report (including legible and complete copies of all new exceptions or requirements to title) to deliver Buyer’s Objections to such new matter. If Buyer fails to timely deliver Buyer’s Objections, Buyer will be deemed to have waived its right to deliver the Buyer’s Objections to the Report, as applicable.

Section 4.02. Cure. Within seven (7) days after Seller’s receipt of timely delivered Buyer’s Objections, Seller shall send written notice (“**Response**”) to Buyer and Escrow Agent specifying in detail which of Buyer’s Objections Seller will or will not cure, it being understood and agreed that Seller shall have no obligation to cure any of Buyer’s Objections, except as provided in Section 6.05. If Seller fails to deliver its Response in a timely fashion, Seller will be deemed to have delivered a Response electing not to cure any of Buyer’s Objections. If Seller commits to curing any of Buyer’s Objections but fails to do so by Close of Escrow, Seller will be in default under this Contract and Buyer, at Buyer’s election, may pursue its remedies as established in this Contract. Within five (5) days after Buyer’s receipt of the Response (or deemed Response) from Seller, Buyer may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Property, and take title to the Property subject to such objected to matters; or (ii) terminate this Agreement and the Escrow. If Buyer does not timely elect either subsection 4.02(i) or subsection 4.02(ii), then Buyer will be deemed to have elected to proceed with the purchase of the Property pursuant to subsection 4.02(i). If Buyer exercises its cancellation remedy under subsection 4.02(ii) above, this Contract and the Escrow shall be deemed cancelled as of the date of Buyer’s notice. Such cancellation will be immediate, neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, and Escrow Agent will return promptly to Buyer all Earnest Money.

Section 4.03. If Buyer elects to approve the condition of title pursuant to Section 4.01 or elects to proceed with the purchase of the Property pursuant to subsection 4.02(i), then the following matters will be deemed “**Permitted Encumbrances**”: (i) any matters affecting title to the Property approved or deemed approved by Buyer pursuant to Section 4.01 or subsection 4.02(i), (ii) any matters that are created by or arise from the written approval or formal action or acquiescence of Buyer; (iii) zoning and other zoning related governmental restrictions; (iv) any matters disclosed by the ALTA/NSPS Land Title Survey of the Property dated November 16, 2017, performed by the City of Surprise Land Survey Department and designated Project No. 17026; and (v) any other matters that are expressly approved or deemed approved by Buyer under or in connection with this Agreement or otherwise contemplated by the express terms of this Agreement.

ARTICLE V

BUYER CONTINGENCIES

Section 5.01. Feasibility Date. The “**Feasibility Date**” shall be thirty (30) days from the Opening of Escrow (the period between the Opening of Escrow and the Feasibility Date, the “**Due Diligence Period**”)

Section 5.02. Buyer Inspections. Buyer will have until the Feasibility Date within which to conduct its inspections of the Property (collectively, the “**Buyer Investigations**”) deemed necessary by Buyer, in its sole discretion, to determine the economic, physical, mechanical, developmental, and operational feasibility of Buyer’s purchase of the Property. Buyer’s obligation to purchase the Property is conditioned on Buyer’s approval of the results of the Buyer Investigations, in Buyer’s sole discretion. If the Buyer Investigations are not acceptable to Buyer, in Buyer’s sole discretion, Buyer may deliver written notice terminating this Contract to Seller and Escrow Agent on or before the Feasibility Date, in which event this Contract and the related Escrow shall be deemed cancelled as of the date of Buyer’s notice. Such cancellation will be immediate, neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, and Escrow Agent will return promptly to Buyer all Earnest Money.

Section 5.03. Right of Entry. During the term of this Agreement, Buyer and its agents, contractors, and employees shall be permitted to enter upon the Property upon reasonable notice to Seller to inspect the Property and to gather such information and conduct such tests as Buyer deems appropriate. Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all claims and damages (including, but not limited to, reasonable attorneys’ fees) resulting from or relating to Buyer’s inspections under this Section 5.03. Buyer’s entry onto the Property is at Buyer’s sole risk and expense. Buyer shall also keep the Property free from any mechanics’ or materialmen’s liens caused by Buyer’s exercising its inspection rights under this Section 5.03. The provisions of this Section 5.03 shall survive the Close of Escrow or, if the purchase and sale is not consummated, any termination of this Agreement.

ARTICLE VI

CLOSING

Section 6.01. Non-Foreign Affidavit. At the Close of Escrow, Seller agrees to furnish to Buyer either a sworn affidavit stating, under penalty of perjury, that Seller is not a “foreign person” as defined in the Internal Revenue Code of 1986, as amended (“**Code**”) or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Code. If Seller does not furnish the sworn affidavit or other appropriate evidence deemed satisfactory by Buyer and Escrow Agent, Buyer may withhold or direct Escrow Agent to withhold from Seller’s sale proceeds an amount equal to the amount required to be withheld pursuant to Section 1445 of the Code. Any withheld funds will be deposited by Escrow Agent with the Internal Revenue Service as required by Section 1445(a) and any applicable regulations. The amount withheld, if any, will nevertheless be deemed to be part of the Price paid to Seller.

Section 6.02. Seller’s Closing Deliveries. Seller, at the Close of Escrow, will deposit with Escrow Agent (for recordation, if applicable, and delivery to Buyer): (i) a Special Warranty Deed in the form attached as **Exhibit C (“Deed”)**; (ii) an owner’s affidavit in Escrow Agent’s standard form, warranting that no outstanding mechanic’s lien rights exist and that the Property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Contract; (iii) the affidavit required by Section 6.01; and (iv) such other instruments and documents as may be reasonably necessary in order to carry out the purposes of this Contract

Section 6.03. Buyer's Closing Deliveries. Buyer, at the Close of Escrow, will deliver to Escrow Agent (for disbursement to Seller): (i) the Closing Cash, plus all additional sums necessary to pay Buyer's portion of the closing costs and prorations; (ii) all other documents required pursuant to other provisions of this Contract to be executed and delivered by Buyer; and (iii) such other instruments and documents as may be reasonably required in order to carry out the purposes of this Contract.

Section 6.04. Possession. Seller must deliver exclusive possession of the Property to Buyer at Close of Escrow.

Section 6.05. Release of Monetary Matters. Seller, at Seller's sole cost and expense, shall fully pay and discharge and release the Property from any and all delinquent real property taxes and assessments, based upon the most recent assessments (see Section 7.01), recorded or unrecorded mortgages or deeds of trust, installment land contracts, judgments, tax liens, mechanics liens, lawsuits, or other monetary liens affecting or purporting to affect title to the Property, and Seller authorizes and directs Escrow Agent to pay all such items from Seller's proceeds from the Price.

Section 6.06. Title Policy. Buyer's obligation to purchase the Property is conditioned upon: (i) Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**Title Policy**") in an insured amount at least equal to the Price effective no earlier than the actual Close of Escrow and insuring Buyer's fee simple title to the Property, subject only to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Report that are Permitted Encumbrances, and any other matters expressly approved in writing by Buyer; and (ii) Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) any endorsements to the Title Policy requested by Buyer that Escrow Agent had previously agreed to issue.

ARTICLE VII

PRORATIONS AND COSTS

Section 7.01. Real Estate Taxes and Assessments. All non-delinquent real estate taxes on the Property will be prorated as of the Closing Date, based upon the most current information available. All delinquent real estate taxes will be paid in full by Seller on the Closing Date together with all penalties and redemption charges. No further adjustment in any tax figures shall occur following the Close of Escrow. Seller shall be entitled to receive any refunds or over-payments for taxes for tax years prior to the year in which the Close of Escrow occurs and a pro-rata share of any refunds or over-payments made in the tax year including the year of sale. All improvement liens, special taxing districts, or other special municipal or county assessments that affect the Property and that exist as of the Closing Date shall be prorated as of the Close of Escrow. If the Property is assessed as part of a larger tax parcel, the taxes and assessments shall be prorated based on the ratio that the gross acreage of the Property bears to the gross acreage of such tax parcel as a whole except that the taxes attributable to any improvements on the portion of the tax parcel that is not part of the Property shall be Seller's responsibility.

Section 7.02. Title Insurance. Seller shall pay the premium for: (i) a standard coverage owner's policy of title insurance in the full amount of the Price based upon Escrow Agent's standard filed rate or basic rate, insuring Buyer's title to Real Property; and (ii) any endorsements thereto issued in response to any matter to which Buyer has objected and Seller has expressly agreed to cure by means of endorsement. Buyer shall pay any additional costs related to the issuance of an ALTA extended coverage owner's policy of title insurance and any endorsements thereto requested by Buyer, if the Buyer elects such additional coverage.

Section 7.03. Closing Costs. All costs and expenses of closing, including escrow fees and charges, if not dealt with under this Contract, are to be divided equally between Seller and Buyer according to the custom and practice of Escrow Agent. Buyer and Seller shall each pay one-half (½) of the escrow fees payable to Escrow Agent in connection with the Escrow. Seller shall pay any recording fees, all applicable transfer taxes and any documentary stamp taxes. Seller agrees that all closing costs and any other sums required to be paid by Seller will be paid in full at Close of Escrow and may be deducted from the proceeds otherwise payable to Seller at Close of Escrow. Each party agrees to pay its own attorney fees. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the Closing Date on the basis of a three hundred sixty-five (365) day year. If any of the apportionments or prorations required above cannot be calculated accurately on the Closing Date or are miscalculated, then they shall be calculated or recalculated as soon as possible after the Closing Date. Either party owing the other party a sum of money based on such subsequent apportionments or prorations shall promptly pay said sum to the other party within ten (10) days after receipt of an invoice therefore. There shall be no further adjustments of such apportionments or prorations after the date that is sixty (60) days following the Closing Date.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.01. Seller Representations and Warranties. Seller represents and warrants to Buyer as follows.

(a) **Title.** Seller is the owner of fee simple title to the Property, and the Property is clear of liens, mortgages, or other financial encumbrances that may affect ownership, except as set forth in the Report.

(b) **Authority.** This Contract has been duly authorized and executed on Seller's behalf and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms. Seller is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

Section 8.02. Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows:

- (a) Buyer has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;
- (b) The individual executing this Contract on behalf of Buyer is and shall be duly authorized to sign the same on Buyer's behalf and to bind the Buyer thereto;
- (c) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any Contracts or instruments to which Buyer is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and
- (d) This Contract constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms.

Section 8.03. Survival of Warranties. All representations and warranties contained in this Contract are true on and as of the date so made, will be true on and as of the Close of Escrow and will survive the Close of Escrow and the execution, delivery, and recordation of the Deed.

Section 8.04. NO REPRESENTATIONS; PURCHASE AS-IS; WAIVER AND RELEASE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER SELLER, NOR ANYONE ACTING FOR OR ON BEHALF OF SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, TO BUYER, OR TO ANYONE ACTING FOR OR ON BEHALF OF BUYER, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USE OR DEVELOPMENT THEREOF. BUYER FURTHER REPRESENTS THAT, IN ENTERING INTO THIS CONTRACT, BUYER HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF SELLER, OR ANYONE ACTING FOR OR ON BEHALF OF SELLER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS CONTRACT, AND THAT ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY BUYER PRIOR TO THE CLOSE OF ESCROW, AND THAT BUYER SHALL PURCHASE THE PROPERTY BASED ON BUYER'S OWN PRIOR DUE DILIGENCE INVESTIGATIONS, INSPECTIONS AND EXAMINATIONS OF THE PROPERTY (OR BUYER'S ELECTION NOT TO DO SO); AND THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS" AND "WITH ALL FAULTS" PHYSICAL CONDITION AND IN AN "AS-IS" AND "WITH ALL FAULTS" STATE OF REPAIR. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS CONTRACT, BUYER DOES HEREBY WAIVE, AND SELLER DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BY WAY OF DESCRIPTION BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE, TENANTABILITY OR HABITABILITY. FURTHER, BUYER DOES HEREBY RELEASE AND FOREVER DISCHARGE, AND WAIVE ITS RIGHTS TO RECOVER FROM, SELLER AND SELLER'S AFFILIATES, AND THEIR RESPECTIVE

OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, REPRESENTATIVES, (COLLECTIVELY, "SELLER PARTIES") OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTIONS, DEMANDS, RIGHTS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, AND COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORSEEN, THAT BUYER AND ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER BUYER, MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND/OR ANY OF SELLER PARTIES, ARISING FROM OR RELATED TO THIS CONTRACT OR THE PROPERTY (INCLUDING ANY CLAIM FOR DIMINUTION IN VALUE OF THE PROPERTY ARISING FROM THE CONDITION OF THE PROPERTY), EXCEPT TO THE EXTENT THE SAME RESULTS FROM, CONSTITUTES, OR ARISES FROM SELLER'S FRAUD, SELLER'S FAILURE TO DISCLOSE MATERIAL FACTS TO BUYER, SELLER'S MATERIAL MISREPRESENTATION, OR SELLER'S BREACH OF THIS AGREEMENT OR DEFAULT OF OR UNDER ANY OF THE MATTERS EXPRESSLY REPRESENTED BY SELLER HEREIN (PRIOR TO THE EXPIRATION OF SUCH REPRESENTATION).

ARTICLE IX

GENERAL

Section 9.01. Corporate Approval. Notwithstanding any provision contained hereto to the contrary, Seller's obligations under this Agreement are contingent upon its receipt of the written approval of the Corporate Investment Committee of Lennar Corporation, a Delaware corporation. Such approval shall be evidenced, if at all, by written notice to Buyer and Escrow Agent prior to the expiration of the Due Diligence Period. In the event that Corporate Investment Committee written approval is not obtained, this Agreement shall be null and void, the Earnest Money shall be returned to Buyer, and the parties hereto shall have no further obligations to the other. No waiver of such condition shall be implied, but shall be expressed, if at all, only by written notice from Seller specifically waiving such condition.

Section 9.02. Brokerage. Neither Buyer nor Seller has been represented by a broker in this transaction. Buyer acknowledges that principals, affiliates, officers, and employees of Seller are licensed real estate brokers and/or salespersons in the State of Arizona.

Section 9.03. Binding Effect; Buyer's Right to Nominate and Assign. Buyer may not assign its rights under this Agreement in whole or in part without Seller's consent. If Seller provides such consent, then Buyer's successors in interest are to have all of the rights entitled to the Buyer under this Agreement, including all available remedies for Seller's breach. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9.04. Risk of Loss. All risk of loss, damage, or taking of the Property that may occur prior to Close of Escrow will be borne by Seller. In the event of any loss, damage, or taking prior to Close of Escrow, Buyer, at Buyer's sole option and by written notice to Seller and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. Upon Buyer's cancellation of this Contract under the preceding sentence, the cancellation will be immediate

and neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, except as otherwise provided in this Contract, and Escrow Agent will return promptly to Buyer all Earnest Money.

Section 9.05. Seller's Default. If Seller breaches this Agreement or fails to perform any of its covenants or obligations under this Agreement, and fails to cure such breach or failure within ten (10) days after receipt of written notice from Buyer specifying such default, then Buyer as its sole and exclusive remedy shall have the right to elect one of the following remedies: (a) Buyer, upon giving written notice to Seller and Escrow Agent, may terminate this transaction and Escrow, and receive the return of the Earnest Money (including any amounts previously released), following which neither party shall have any further obligation to the other, subject to any continuing indemnities contained herein; or (b) Close Escrow and waive such default by Seller and if Seller refuses to so Close Escrow, Buyer shall be entitled to file an action for specific performance of the terms and provisions of this Agreement (and no damages shall be awardable in any such proceeding); provided that any action for specific performance must be filed within ninety (90) days after the expiration of Seller's cure period set forth in this Section 9.05. Under no circumstances can either party recover any special, consequential, exemplary or punitive damages.

Section 9.06. Buyer's Default. If Buyer breaches this Agreement or fails to perform any of its covenants or obligations under this Agreement, and fails to cure such breach or failure within ten (10) days after receipt of written notice from Seller specifying such default, Seller, as its exclusive and sole right and remedy, shall be entitled to cancel this Contract and related Escrow by giving Buyer and Escrow Agent written notice of cancellation, in which event Escrow Agent will immediately pay to Seller the Earnest Money as full liquidated damages of Seller. THE EARNEST MONEY SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES, INCLUDING WITHOUT LIMITATION ANY RIGHT WHICH SELLER MAY HAVE TO SPECIFIC PERFORMANCE, BEING HEREIN EXPRESSLY WAIVED BY SELLER. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. Upon receipt by Seller of the Earnest Money as provided above, neither party shall have any further obligation or responsibility to the other hereunder, except as otherwise specifically established in this Contract.

Section 9.07. Attorneys' Fees. If there is any litigation or arbitration between Seller and Buyer to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in such litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, reasonable attorneys' fees incurred by the successful party.

Section 9.08. Waiver of Right to Trial by Jury. Buyer and Seller hereby expressly covenant and agree TO WAIVE THE RIGHT TO ANY TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING directly or indirectly relating to or in any way concerning this Agreement or the conduct, omission, action, obligation, duty, right, benefit,

privilege, or liability of a party to this Agreement TO THE FULLEST EXTENT PERMITTED BY LAW. This waiver of right of trial by jury is separately given and is knowingly, intentionally, and voluntarily made by Buyer and Seller, with and upon the advice of competent counsel. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. Buyer and Seller each certify and represent to each other that no officer, employee, representative, or agent of Buyer or Seller (including, but not limited to, their respective counsel) has represented, expressly or otherwise, to Buyer or Seller or to any agent or representative of Buyer or Seller (including, but not limited to, their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver will apply to any future amendments, supplements, or modifications of this Agreement and survives the Close of Escrow or other termination of this Agreement.

Section 9.09. Notice. Except as otherwise required by law, any notice required or permitted under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by email; (iii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; or (iv) by any private overnight, “same day”, or “next-day” delivery service, delivery charges prepaid with proof of receipt. Notice sent in any of the manners set forth above must be addressed or sent to Seller, Buyer, and/or Escrow Agent at the addresses set forth on the first page of this Contract, along with any required copies of such notice. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) upon actual receipt, if transmitted by email; (III) on the date that is two days after deposit in the United States mail, if given by certified mail; or (IV) on the day of deposit with an express delivery service, if given by overnight, “same day”, or “next-day” delivery service. Any notice given by personal delivery or email that is given after 5:00 p.m. (Phoenix, Arizona time) shall be deemed delivered on the following business day. No notice will be deemed effective unless sent in one of the manners described above.

Section 9.10. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Buyer’s contingencies or conditions precedent may be waived only by Buyer, and any waiver by Buyer may be done only in a writing signed by Buyer.

Section 9.11. Additional Acts. The parties agree to execute promptly any other documents and to perform promptly any other acts as may be reasonably necessary to carry out the purpose and intent of this Contract.

Section 9.12. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the State of Arizona.

Section 9.13. Construction. The terms and provisions of this Contract represent the results of negotiations between Seller and Buyer, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and Seller and Buyer each waive the application of any rule of law that states that

ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 9.14. Time of Essence. Time is of the essence of this Contract. The time for the performance of any obligation or the taking of any action under this Contract will be deemed to expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period established in this Contract. In calculating any time period in this Contract that commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event (e.g., the Opening of Escrow), the date upon which the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following. If the time for the performance of any obligation or taking any action under this Contract expires on a Saturday, Sunday, or legal holiday, the time for performance or taking such action will be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday and during which Escrow Agent is open for business (a “business day”).

Section 9.15. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Buyer and Seller, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 9.16. Headings. The headings of this Contract are for reference only and do not limit or define the meaning of any provision of this Contract.

Section 9.17. Incorporation by Reference. All exhibits to this Contract are fully incorporated in the text of this Contract.

Section 9.18. Counterparts. This Contract may be executed in any number of counterparts, whether by original, copy, or telecopy signature, each of which, when executed and delivered, shall be deemed an original, but all of which when taken together will constitute one binding contract and instrument.

Section 9.19. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of such provisions will not be affected by any such invalidity or unenforceability.

Section 9.20. Representations at the Close of Escrow. All of Buyer's representations contained in this Agreement shall be true and correct at the Close of Escrow as though made at

and as of the Close of Escrow. All of Seller's representations contained in this Agreement shall be true and correct at the Close of Escrow as though made at and as of the Close of Escrow.

Section 9.21. Seller's Knowledge. As used in this Contract, the phrase "Seller's knowledge" or "to Seller's knowledge", or similar language, shall mean information that is personally and directly known by Seller as of the Opening of Escrow without undertaking any independent investigation or inquiry for the purpose of making such statement.

Section 9.22. Seller's Possession. As used in this Contract, the phrase "Seller's possession", or similar language, shall mean the current actual possession of Seller as of the Opening of Escrow without requiring that Seller engage in any independent investigation or inquiry or act for the purpose of obtaining possession of any document or personal property or other item not in Seller's current actual possession.

Section 9.23. Survival. Except as otherwise provided herein, any covenants, agreements, and/or representations set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall not survive the Close of Escrow and shall merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

Section 9.24. IRS Real Estate Sales Reporting. Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as "the person responsible for closing" the transaction which is the subject of this Agreement, pursuant to Internal Revenue Code of 1986 Section 6045(e). Escrow Agent shall prepare and file the informational return (IRS Form 1099-B) required by and otherwise comply with the terms of IRS § 6045(e).

Section 9.25. Miscellaneous Definitions and Standards. The term "sole discretion" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "will" denotes a mandatory obligation, and the term "may" is a permissive word denoting an option. All references in this Contract to the "Escrow Agent" will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 9.26. Tax-Deferred Exchange. Seller and Buyer agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, to extend any time for the exchanging party's performance, to expend legal fees to review exchange documents, or to incur any additional costs, expenses or liabilities in this transaction as a result of or in connection with such exchange. Seller and Buyer agree to hold each other harmless from and against any liabilities, damages, or costs, including attorneys' fees, that may arise from the non-exchanging party's participation in the exchange.

Executed as of the Contract Date.

BUYER

THE CITY OF SURPRISE, ARIZONA
An Arizona municipal corporation

By: _____

Name: Sharon Wolcott

Title: Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

This Purchase and Sale Agreement and Joint Escrow Instructions was acknowledged before me this _____ day of _____, 2018, by Sharon Wolcott, the Mayor of the City of Surprise, Arizona, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My commission expires:

SELLER

LCD ASANTE, LLC
a Delaware limited liability company

By: [Signature]

Name: JEFF GUNDERSON

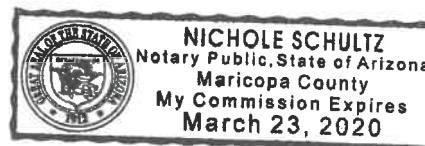
Title: MEMBER

STATE OF ARIZONA)
) ss.
County of Maricopa)

This Purchase and Sale Agreement and Joint Escrow Instructions was acknowledged before me this 28th day of AUGUST, 2018, by JEFF GUNDERSON, the MEMBER of LCD ASANTE, LLC, a Delaware limited liability company.

[Signature]
Notary Public

My commission expires: MARCH 23, 2020



ESCROW AGENT'S ACCEPTANCE

By its execution below, Escrow Agent accepts this Contract as its sole escrow instructions and acknowledges receipt of at least one fully executed original or telecopy counterpart of the Contract executed by Buyer and Seller. Upon its execution, Escrow Agent agrees to: (i) insert the relevant escrow number on the first page of this Contract; (ii) insert the date for the Opening of Escrow in the space below; and (iii) provide copies of the fully executed Contract to Buyer and Seller.

"Escrow Agent"

PIONEER TITLE AGENCY, INC., an Arizona corporation

Date of **"Opening of Escrow"**

By: _____

Name: _____

Title: _____

**EXHIBIT "A" TO
PURCHASE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

(LEGAL DESCRIPTION OF THE REAL PROPERTY)

A portion of the Southeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the East quarter corner of said Section 12;

Thence along the East line of said Northeast quarter North 00°45'04" East 1265.30 feet;

Thence North 89°14'56" West 67.50 feet to the POINT OF BEGINNING;

Thence South 00°45'04" West 475.36 feet;

Thence North 89°14'56" West 400.00 feet;

Thence North 00°45'04" East 471.84 feet;

Thence South 89°45'11" East 400.01 feet to the POINT OF BEGINNING.

**EXHIBIT "B" TO
PURCHASE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

(DEPICTION OF REAL PROPERTY)

The Land is depicted as Parcel No. 2 on the following page.

[insert Sheet No. 2 of Survey]

WHEN RECORDED RETURN TO:)
)
City Clerk)
City of Surprise)
16000 N. Civic Center Plaza)
Surprise, AZ 85374)

48740401.6

GRANTOR:

LCD ASANTE, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____ 2018, by
_____, the _____ of LCD ASANTE, LLC,
a Delaware limited liability company.

Notary Seal/Stamp

Notary Public

EXHIBIT "A" TO SPECIAL WARRANTY DEED

Legal Description

A portion of the Southeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the East quarter corner of said Section 12;

Thence along the East line of said Northeast quarter North 00°45'04" East 1265.30 feet;

Thence North 89°14'56" West 67.50 feet to the POINT OF BEGINNING;

Thence South 00°45'04" West 475.36 feet;

Thence North 89°14'56" West 400.00 feet;

Thence North 00°45'04" East 471.84 feet;

Thence South 89°45'11" East 400.01 feet to the POINT OF BEGINNING.



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Terry Lowe, Water Resource Management Director
Submitting Department:	Water Resource	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Eloy and Surprise for the sale and purchase of underground Long Term Storage Credits established within the Phoenix Active Management Area in an amount not to exceed 2,000 Acre-feet per year for the benefit of the City of Surprise water service area; and the associated budget amendment to reallocated appropriations; Resolution # 2018-153.

Motion:

I move to approve Resolution # 2018-153.

Background:

The 2015 Integrated Water Master Plan Water Resources Update identified the need to aggressively seek further acquisition of any available CAP water for future allocation to the City's portfolio, wherever available. The city has identified an amount of up to 2,000 Acre-feet annually of CAP Long Term Storage Credits through a thirty (30) year sale and purchase agreement with the City of Eloy.

Objective Analysis:

This agreement provides the opportunity to increase surface water availability for the MWD Groundwater Savings Facility (GSF), which has a positive hydrologic impact for the City of Surprise water service area.

A negative impact would be the potential storage loss of up to 2,000 acre-feet of the City's CAP Allocation to the City of Eloy for storage at the MWD GSF annually over the term of the agreement.

Policy Compliant:

This is consistent with the Water Acquisition Policy adopted May 19, 2015, and recently amended August 20, 2018.

Financial Impact:

The actual costs of the LTSC purchased by the City will be based on CAP's pricing schedule. The budget amendment associated with this item will allow the WRM department to process the associated invoices with this action item.

Budget Impact:

If approved, this item will amend the appropriated budget for FY2019 by moving WRM contingency dollars to WRM operations in the amount of \$238,800 and amending the FY2019 Operating List of Items Over \$50,000 by adding the necessary amounts for item # 19293 - Central Arizona Project charges for M&I delivery, underground storage and capital.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

Click to download

☐ [Resolution 2018-153 BA and IGA for Eloy CAP LTSC](#)

RESOLUTION # 2018-153

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF ELOY FOR THE SALE AND PURCHASE OF LONG TERM STORAGE CREDITS IN AN ANNUAL AMOUNT OF UP TO 2,000 ACRE-FEET PER YEAR AT CAP SCHEDULED RATES AND AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$238,800 FROM WATER CONTINGENCY TO WATER OPERATIONS AND AMENDING THE CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 ASSOCIATED WITH THE RELATED SUPPLIES SERVICES AND CAPITAL.

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

WHEREAS, Surprise and Eloy desire to enter into an intergovernmental agreement in order to facilitate the sale and purchase of Long-Term Credits developed within the Phoenix Active Management Area by the City of Eloy pursuant A.R.S Title 45, Chapter 3.1, for the benefit of the City of Surprise water service area;

WHEREAS, pursuant to the City's Water Acquisition Policy, adopted May 2015, the City will purchase Long Term Storage Credits (LTSC) where deemed beneficial to the City;

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

WHEREAS, the City of Surprise Procurement Code §2-388 (d) requires the authority of Mayor and Council when the cost to the city is greater than \$50,000;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the City of Eloy, attached as Exhibit A, is approved.

Section 2. That the statements and schedules attached as Exhibit B and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF ELOY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE CITY OF ELOY**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this ____ day of October, 2018, (the "Effective Date"), pursuant to Arizona Revised Statute (A.R.S.) § 11-952, between the CITY OF SURPRISE, a municipal corporation of the State of Arizona ("Surprise"), acting by and through its city council and the CITY OF ELOY, a municipal corporation of the State of Arizona ("Eloy"), acting by and through its City Council. This Agreement provides for the sale of underground Long-Term Storage Credits established within the Phoenix Active Management Area (Phoenix AMA) by Eloy to Surprise in an amount not to exceed 2,000 acre-feet per year (AF/Yr.).

RECITALS

WHEREAS, both Surprise and Eloy are authorized to purchase and sell Long-Term Storage Credits and enter into this Agreement pursuant to, *inter alia*, A.R.S. § 11-952 and A.R.S. § 45-854.01 :

WHEREAS, Eloy has a valid CAP subcontract with the Central Arizona Water Conservation District (CAWCD) for the delivery of up to 2,171 AF/year;

WHEREAS, Surprise desires to purchase Long-Term Storage Credits developed within the Phoenix Active Management Area by Eloy pursuant to A.R.S. Title 45, Chapter 3.1, for the benefit of Surprise water service area; and

WHEREAS, Eloy is willing to develop, sell, and transfer certain Long-Term Storage Credits in the Phoenix Active Management Area to Surprise under the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Surprise and Eloy agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms, when capitalized, shall mean:

- 1.1. "ADWR" means the Arizona Department of Water Resources.
- 1.2. "Agreement" means this Purchase and Sale Agreement for Long-Term Storage Credits.

- 1.3. "Annual Notice" means the notice submitted by Eloy to Surprise pursuant to Article 3.1 of this Agreement.
- 1.4. "CAWCD" means the Central Arizona Water Conservation District.
- 1.5. "CAP" means the Central Arizona Project.
- 1.6. "Estimated Annual Long-Term Storage Credit Volume" is as defined in Article 3.1 of this Agreement.
- 1.7. "Final Annual Long-Term Storage Credit Volume" is as defined in Article 4.1 of this Agreement.
- 1.8. "Force Majeure" is defined as an occurrence that is beyond the control of Eloy and occurs without its fault or negligence, including, but not limiting the foregoing acts of God: acts of the public enemy; war; acts of terror; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of Eloy and which Eloy is unable to prevent by exercising reasonable diligence.
- 1.9. "Eloy's CAP Water" means the 2,171 acre-feet per year of CAP M&I priority water available to Eloy under the Subcontract among the United States, the Central Arizona Water Conservation District, and the City of Eloy, Providing for Water Service, Subcontract No. 07-xx-30-W0464.
- 1.10. "Eloy's Long-Term Storage Account" means the account established pursuant to Arizona Revised Statutes § 45-852.01 in Eloy's name to hold the Long-Term Storage Credits accrued by Eloy through the storage of Eloy's CAP Water in the Phoenix Active Management Area.
- 1.11. "Eloy's Water Storage Permit" means the water storage permit obtained by Eloy pursuant to Arizona Revised Statutes § 45-831.01 and Article 2.5.1 of this Agreement authorizing Eloy to store Eloy's CAP Water at agreed storage and/or groundwater savings facilities.
- 1.12. "Initial Term" is as defined in Article 6.1 of this Agreement.
- 1.13. "Long-Term Storage Credit" is as defined in Arizona Revised Statutes § 45-802.01(11).
- 1.14. "Long-Term Storage Credit Transfer Form" is a form, approved by ADWR, to effectuate the assignment of Long-Term Storage Credits, as defined in Arizona Revised Statutes § 45-854.01(B), and more specifically described in Article 3.2 of this Agreement.

1.15. "Purchase Price" means the annual purchase price for Long -Term Storage Credits to be transferred pursuant to the terms of this Agreement as calculated pursuant to Article 2.2 of this Agreement.

1.16. "Renewal Term(s)" is as defined in Article 6.1 of this Agreement.

ARTICLE 2 PURCHASE OF LONG-TERM STORAGE CREDITS

2.1. Sale and Purchase. Subject to the terms and conditions of this Agreement, beginning January 1, 2019, and each subsequent year during the term of this Agreement, Eloy agrees to sell, transfer, and assign to Surprise all Long-Term Storage Credits, not to exceed 2000 acre feet, created in the Phoenix Active Management Area from the storage of Eloy's CAP Water minus losses as determined by ADWR pursuant to A.R.S. § 45-852.01(C) and Surprise agrees to accept and purchase such Long-Term Storage Credits. Provided, however, Eloy shall not be obligated to sell, transfer, and assign Long-Term Storage Credits to Surprise pursuant to this Agreement, for any year in which Eloy is unable, due to Force Majeure, to store CAP water and/or accrue CAP water Long-Term Storage Credits at an underground storage facility or groundwater savings facility designated by Surprise.

2.2. Purchase Price Calculation. The Purchase Price for the Long-Term Storage Credits to be transferred pursuant to this Agreement shall be based on the firm rates as set forth in the published CAP Final Delivery Rate Schedule for the respective year multiplied by the amount of water delivered to Phoenix AMA storage facilities on behalf of Surprise pursuant to this Agreement. The Purchase Price shall be calculated as follows:

Purchase Price (PP) = (CAP Long Term M&I Subcontract Capital Charge-
"Rate component A") + (CAP Municipal and Industrial Subcontract Charge-
"Rate Component B+C") + (Storage Facility Charge if applicable**) x (Acre
Feet of CAP water delivered to Phoenix AMA storage facilities)

The following is, by way of example and for illustrative purposes only, calculation of the Purchase Price using the applicable CAP charges for 2018 and a delivered CAP Volume of 2,000 acre-feet to Phoenix Active Management Area CAP storage facilities.

PP = (\$45.00 [Capital charge] + \$160.00 [Subcontract charge] + \$13.00
[Storage Facility charge])x (2,000 [AF of Delivered CAP water])

PP= \$218.00 x 2000

PP= \$436,000.00

** Surprise shall pay for applicable facility charges, and shall be entitled to retain re-imbursements from groundwater savings facilities, where and when applicable.

- 2.3. Type of Water. It is the intent of the parties that all Long-Term Storage Credits purchased and sold under this Agreement shall retain the identity of the source of water used to generate such Long-Term Storage Credits.
- 2.4. Long-Term Storage Credits. The Long-Term Storage Credits to be sold by Eloy will be from Eloy's Long-Term Storage Account and shall be transferred to Surprise's Account(s) subject to the terms and conditions of this Agreement.
- 2.5. Water Storage Permit: Obligation to Store Water.
- 2.5.1. Eloy shall apply for and obtain a water storage permit from ADWR pursuant to Arizona Revised Statutes § 45-831.01 authorizing Eloy to store Eloy CAP Water at the storage facility(ies) designated in writing by Surprise. Eloy shall provide Surprise with a copy of the permit within ten days of ADWR's issuance of Eloy's Water Storage Permit. Within thirty days of receipt of a copy of Eloy's water storage permit(s), Surprise shall reimburse the ADWR fees associated with obtaining the water storage permit(s).
- 2.5.2. Eloy shall provide Surprise with a copy of any agreement between Eloy and the owner of the Phoenix AMA storage and or groundwater savings facilities authorizing Eloy to store Eloy's CAP Water in the owner's storage and/or savings facility and any amendments to such agreement.
- 2.5.3. For each year during the term of this Agreement, Eloy shall, unless unable due to Force majeure, store up to 2,171 Acre Feet of CAP Water at Phoenix AMA storage and/or savings facilities designated by Surprise for the purpose of creating Long-Term Storage Credits to transfer and assign to Surprise under this Agreement. Any and all deliveries of CAWCD water to the Phoenix AMA by Eloy will be pursuant to a schedule approved by Surprise.
- 2.6. Storage of Water at Alternate Facilities. In the event storage at the Phoenix AMA storage facility as designated by Surprise becomes impracticable, Eloy may request Surprise designate an alternative storage facilities within the Phoenix Active Management Area. Unless otherwise agreed to in writing by Surprise, any Long-Term Storage Credits accrued by Eloy through the storage of Eloy's CAP Water at such alternative facilities shall be transferred and assigned to Surprise under the same terms and conditions of this Agreement.. Prior to commencing storage of Eloy's CAP Water in any facility, Eloy shall provide Surprise with a copy of Eloy's water storage permit for that facility and any agreement entered into with the operator of such facility.

ARTICLE 3

TIME AND MANNER OF TRANSFER

- 3.1. Annual Notice. On or before February 15, 2020, and on or before February 15 of each year thereafter during the term of this Agreement, Eloy shall provide Surprise with an accounting of the volume of Long-Term Storage Credits to be transferred and

assigned to Surprise during such year (the "Estimated Annual Long-Term Storage Credit Volume").

- 3.2. Long-Term Storage Credit Transfer Form. On or before July 1, 2020, and on or before July 1 of each year thereafter during the term of this Agreement, Eloy and Surprise shall complete, sign and submit to ADWR the Long-Term Storage Credit Transfer Form to evidence the transfer of the Estimated Annual Long-Term Storage Credit Volume stored for the previous year. In the event ADWR adopts a water storage accounting schedule which frustrates a July 1 submission of the Transfer Form, the parties will amend this Agreement per Section 8.3 and select a new deadline for submission which ensures the expeditious transfer of Long Term Storage Credits to Surprise. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit A to this Agreement. If ADWR adopts a different Long-Term Storage Credit Transfer form, then the Parties shall utilize that form instead.
- 3.3. Additional Actions and Documentation. Surprise shall pay all administrative fees established by ADWR to effectuate the transfer of Long-Term Storage Credits into Surprise's Account(s). The parties shall cooperate to take such further actions and execute such further documents as may be determined by either party to be necessary or advisable in order to complete the transfer of the Long-Term Storage Credits contemplated by this Agreement.

ARTICLE 4 COMPLETION OF DELIVERY AND PAYMENT

- 4.1. Completion of Delivery. Delivery of the Long-Term Storage Credits to be transferred to Surprise in any particular year under this Agreement shall be deemed complete when ADWR notifies Surprise in writing that ADWR has received and accepted the Long-Term Storage Credit Transfer Form for such year and intends to transfer Long-Term Storage Credits from Eloy's Long-Term Storage Account to Surprise's Account(s) ("ADWR Acceptance"). The volume of Long-Term Storage Credits that the ADWR Acceptance provides will be transferred from Eloy's Long-Term Storage Account to Surprise's Account(s) in any particular year will be the "Final Annual Long-Term Storage Credit Volume" for that year.
- 4.2. Payment. Each month during the term of this Agreement and within thirty (30) days after Eloy's confirmation of CAWCD's delivery of water scheduled to be stored under the terms of this Agreement, Eloy shall invoice Surprise the Purchase Price for the respective delivery. Surprise shall pay the invoice within thirty (30) days of receipt.

ARTICLE 5 REJECTION OR INVALIDATION OF TRANSFER

- 5.1. Nonoccurrence of Transfer. If for any reason, including but not limited to ADWR withholding approval, any transfer of Long-Term Storage Credits contemplated hereunder fails to occur, Eloy shall refund the Purchase Price paid by Surprise for

the Long-Term Storage Credits due but not transferred. Eloy shall refund such amount within forty-five calendar days after either Surprise or Eloy receives notice of the frustrated transfer. Upon receipt of said refund, Surprise shall disavow any interest in the applicable credits. Eloy's obligation to refund any payments under this Article 5 shall expire thirty (30) days after ADWR has issued a non-appealable final agency decision approving the transfer and assignment of the Long-Term Storage Credits into Surprise's Account(s). The Parties' rights and obligations under this Article 5 shall remain in full force and effect, and shall survive termination of this Agreement for purposes of addressing a circumstance where ADWR rejects or invalidates any transfer of Long-Term Storage Credits made hereunder.

ARTICLE 6 EFFECTIVE DATE AND TERM

- 6.1. Term. This Agreement shall be effective as of the date set forth in the introductory paragraph of this Agreement (the "Effective Date"). The initial term of this Agreement shall extend from the Effective Date to December 31, 2034 (the "Initial Term"). This Agreement will automatically renew for three additional five year terms (the "Renewal Term(s)"), unless either Party notifies the other in writing at least one-hundred twenty days before the expiration of the Initial Term, or the Renewal Term as applicable, that it does not wish to renew this Agreement. (The Parties intend that Eloy will sell and Surprise will purchase Long-term Storage Credits for fifteen years under the Initial Term of this Agreement, and up to thirty years, if this Agreement is automatically renewed pursuant to the provisions of this Article.)
- 6.2. Termination without Cause. Notwithstanding Section 6.1 of this Agreement, Eloy or Surprise may terminate this agreement at any time and without cause by providing a minimum of 180 days advance written notice of its intent to terminate to the other Party. In the event of such termination, neither Eloy nor Surprise shall have any further obligation other than payment of any outstanding invoices and consummation of any outstanding Long-Term Storage Credit transfers as of the date of termination.
- 6.3. Prior Appropriation. Pursuant to ARS § 42-17106, the City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, City shall have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide a minimum of thirty calendar days' advance written notice of its intent to terminate.

ARTICLE 7
DEFAULT AND REMEDIES

7.1. Default. The occurrence of any of the following events constitutes an event of default by a party to this Agreement:

7.1.1. The failure of either party to perform any term covenant, or condition of this Agreement, if that failure continues for sixty days following the receipt of written notice from the other party. The parties shall have an opportunity to cure a potential failure to perform or other breach of this Agreement during the sixty days following receipt of written notice. Both parties shall cooperate with each other to remedy any default.

7.2. Remedies. If an event a default occurs, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party and/or may pursue any other rights available to it in law or equity. The obligation of the defaulting party to pay any amounts due but unpaid, or bring any outstanding Long-Term Storage Credit transfers as of the date of termination to completion shall survive such termination.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its' conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

8.2. Eloy's Warranty of Title. Eloy warrants that to the best of its actual knowledge it has, and will have, good and marketable title to the Long-Term Storage Credits that are the subject of this Agreement and agrees to convey marketable title to such Long-Term Storage Credits free and clear of all liens and encumbrances. Eloy shall warrant and defend title against all persons claiming by or through Eloy and no other.

8.3. Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

8.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the parties.

8.5. Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

8.6. Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.7. Rules, Regulations and Amendment or Successor Statutes. All references in this Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations.

8.8. Conflict of Interest. This parties to this Agreement are hereby notified of A.R.S. § 38-511.

8.9. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, or United States certified or registered mail. Any such notice must be addressed to the appropriate party at the following address (or at any other address as a party may hereafter designate by written notice given as required by this paragraph):

City of Surprise:

For delivery use: c/o Water Resource Management Director
16000 N. Civic Center Plaza
Surprise AZ, 85374

For U.S. Mail use: Same.

CITY OF ELOY:

For delivery use: c/o City Manager

For U.S. Mail use: c/o City Manager

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service or mailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

SURPRISE: **CITY OF SURPRISE**

By: _____
It's Mayor

ATTEST: _____
City Clerk

Pursuant to A.R.S. § 11-952(D) the undersigned attorney has reviewed this Agreement and determined that it is in proper form and is within the powers and authority granted the City of Surprise under the laws of the State of Arizona.

Surprise City Attorney Date

ELOY: **CITY OF ELOY**

By: _____
It's Mayor

ATTEST: _____
City Clerk

Pursuant to A.R.S. § 11-952(D) the undersigned attorney has reviewed this Agreement and determined that it is in proper form and is within the powers and authority granted the City of Eloy under the laws of the State of Arizona.

Eloy City Attorney Date

EXHIBIT B

1. Appropriation - The allocation below represents a reallocation in the amount of \$238,800 to purchase City of Eloy long term storage credits. By entering into the IGA with the City of Eloy the City of Surprise will be able to leverage an additional 2,000 acre feet of long term storage credits for a minimum of the next five (5) years. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Operations	Water Resource Management	Services	E	1,788,500	238,800	2,027,300
Water Operations	General Operations	Contingency	E	460,000	(238,800)	221,200

2. List of Operating Items Over \$50,000 - Council approved monies for Water Rites for the purpose of Citywide Operations Fiscal Year 2019 Capital and Operating List of Items Over \$50,000. This amount was based the approved budget. With this budget amendment and additional line item adjustments within the operating budget those amounts will change accordingly.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19293	Central Arizona Project charges for Municipal and Industrial (M&I) delivery, underground water storage, and capital	\$1,934,600	\$238,800	\$2,173,400



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date: October 16, 2018 Contact Person: Bob Wingenroth, City Manager
Submitting Department: Human Resources District: Internal
Staff Recommendations: None

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the FY2019 budget by reallocating appropriations within the General Fund in the amount of \$391,500 from Contingency within the Grants fund to full-time salaries and employee related expenses to add five (5) regular full-time positions: Internal Auditor (City Manager's Officer), Senior Administrative Specialist (Economic Development), Construction Inspector (Public Works), Management Assistant (City Manager's Office) and GIS Analyst (Information Technology). Resolution # 2018-165.

Motion:

I move to approve Resolution #2018-165.

Background:

Continued growth of the city has increased demand for services, these new positions will address staffing needs to support strategic goals and objectives.

Objective Analysis:

Approval of this action will allow the City to address staffing needs in support of City strategic goals and objectives.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

This action will allow for the hiring of five additional full-time positions and will provide funding to be pulled from Grants Contingency to pay for Personnel Services (\$343,100), Services(\$4,200), and Supplies (\$44,200) associated with these positions.

Budget Impact:

This action will give authority to move appropriations from Grants Contingency to Personnel, Supplies,

and Services necessary for the addition of five regular full-time positions in the amount of \$391,500.

FTE Impact:

This action will authorize the addition of five (5) regular full-time positions.

ATTACHMENTS:

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☐ [Resolution 2018-165](#)

RESOLUTION # 2019-165

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS IN THE AMOUNT OF \$391,500 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PERSONNEL SALARIES IN THE GENERAL FUND FOR THE PURPOSE OF ADDING FIVE (5) ADDITIONAL FULL-TIME REGULAR POSITIONS.

WHEREAS, continued growth of the city has increased demand for services, these five (5) new positions will address staffing needs to support strategic goals and objectives;

WHEREAS, these positions include Internal Auditor, Senior Administrative Specialist, Construction Inspector, Management Assistant, and GIS Analyst.

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

APPROVED AND ADOPTED this _____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-165
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$391,500 from contingency within the Grants Fund to the City Manager's Office Personnel Fund (\$169,500), City Manager's Officer Supplies Fund (\$18,000), Information Technology Personnel Fund (\$64,800), Information Technology Services Fund (\$4,200), Information Technology Supplies Fund (\$10,200), Public Works Personnel Fund (\$57,500), and Public Works Supplies Fund (\$8,000), Economic Development Personnel Fund (\$51,300), and Economic Development Supplies Fund (\$8,000) within the General Fund to cover the projected expenditures associated with the addition of five (5) positions and a salary increase. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	21,295,100	(391,500)	20,903,600
General Fund	City Manager Office	Personnel Services	E	2,515,500	169,500	2,685,000
General Fund	Information Technology	Personnel Services	E	2,764,800	64,800	2,829,600
General Fund	Public Works	Personnel Services	E	4,795,900	57,500	4,853,400
General Fund	Information Technology	Services	E	2,354,300	4,200	2,358,500
General Fund	City Manager Office	Supplies	E	133,200	18,000	151,200
General Fund	Information Technology	Supplies	E	96,700	10,200	106,900
General Fund	Public Works	Supplies	E	728,200	8,000	736,200
General Fund	Economic Development	Personnel Services	E	761,400	51,300	812,700
General Fund	Economic Development	Supplies	E	50,700	8,000	58,700
Expense Total				35,495,800	-	35,495,800

2. Full-Time Equivalent (FTE)

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	City Manager	18.0	2.0	20.0
General Fund	Economic Development	7.0	1.0	8.0
General Fund	Information Technology	24.0	1.0	25.0
General Fund	Public Works	47.0	1.0	48.0



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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

Council Meeting Date:	October 16, 2018	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Comprehensive Citywide Fee Schedul ; Resolution # 2018-57.

Motion:

I move to approve Resolution # 2018-57.

Background:

Fire-Medical

The Surprise Fire-Medical Department (SFMD) is requesting approval of Resolution # 2018-57 for the approval of fee updates. These fees were discussed at the August 7, 2018 Council Work Session and have been published pursuant to Arizona Revised Statutes (A.R.S.) 9-499.15. Some of the ground ambulance fees have been revised, eliminated, updated, and new ones added.

City Court

The Surprise City Court collects various fines, fees, surcharges, and assessments that are mandated by state law. Court fees established pursuant to state law are exempt from municipal public notice requirements per A.R.S. 9-499.15(F). It is the intent of the Surprise City Court to list only court fees that are subject to municipal public notice requirements on the Comprehensive Citywide Fee Schedule. With this action item, the following fees are removed from the Comprehensive Citywide Fee Schedule:

1) Domestic Violence Shelter - the \$50.00 fee is a state mandated assessment (A.R.S. 12-116.06) imposed on a person who is convicted of a violation of section 13-2921, 13-2921.01 or 13-2923 or an offense listed in title 13, chapter 36.

2) FARE Delinquency and Special Collection Fees - Administrative Order No. 2003-79 signed by former Arizona Supreme Court Chief Justice Charles E. Jones on August 12, 2003, established the Fines/Fees and Restitution Enforcement (FARE) Program to assist Arizona courts with the compliance and enforcement of outstanding court ordered financial obligations. The program is administered by the Administrative Office of the Courts (AOC). The FARE delinquency and special collection fees are part of a fee schedule adopted by the Arizona Supreme Court and the AOC.

3) Jail Housing and Incarceration fees – the jail rates are set and published on an annual basis by Maricopa County upon approval of the Board of Supervisors. They are developed as part of a comprehensive jail per diem rate study performed by a consulting company contracted by Maricopa County to review the methodology and rate development used in calculating the rates.

4) Judicial Collection Enhancement Fund – the \$20.00 time payment fee is a state mandated assessment (A.R.S. 12-116) imposed on each defendant that does not pay his/her fine, penalty or sanction in full on the day it is imposed.

5) Drug Lab Fee - Arizona Revised Statute (A.R.S.) 12-116.08 and A.R.S. 13-3423 authorized a drug lab fee of \$15.00 which was assessed by the City Court to cases with drug charges up until 2016 when the fee was repealed (SB1256 2016 Fifty-second Legislature - Second Regular Session – 5/19/2016). The City Court does not currently assess this fee, but may collect on outstanding balances assessed prior to the fee being repealed.

Citywide

Various fees on the Comprehensive Citywide Fee Schedule are mandated by federal, state, or county agencies such as those related to passports, ground ambulance transport, and towing. Fees that fall under this category are now identified with a single asterisk indicating that they are subject to change and the City of Surprise must charge the fee in accordance with the external mandate. When applicable, the corresponding revision to the Citywide Fee Schedule shall be included as part of the next City Council resolution amending the Citywide Fee Schedule.

Objective Analysis:

Fire-Medical

SFMD is presenting the following fees for adoption: CPR Training Class Fees, Firefighter Service Fees, Treat No Transport/Treat and Refer (Contractual) Fee, updated Ground Ambulance Transport Fees and updated medical supply and pharmaceutical fees. SFMD is updating their medical and

pharmacy supply fees as many have changed since originally adopted under Resolution # 2015-69. Ground ambulance supply fees were adopted with the condition that SFMD could administratively manage any increases or decreases in the fee amount within a 20% threshold and SFMD has been doing so when applicable. With this action item, SFMD wishes to present all fee changes regardless of the threshold including various supply name changes in an effort to support transparency. Likewise, the ground ambulance transport fees which are legally set at the state level, are also included with this action item. Existing SFMD fees that do not require a change in amount or description are excluded.

City Court

A transparent judiciary is vital for public trust. In an effort to streamline internal City processes, the Surprise City Court will only include local municipal fees on the Comprehensive Citywide Fee Schedule. Fees prescribed by external legislative mandates will no longer be included. This will reduce the administrative burden of maintaining court fees on the Comprehensive Citywide Fee Schedule that are subject to legislative changes at the state level or other government agency. Information on these fees will continue to be published on the websites for the Surprise City Court, Arizona Revised Statutes, Maricopa County Government, and/or Arizona Judicial Branch.

Citywide

Identifying fees that are mandated by federal, state, or county agencies on the Comprehensive Citywide Fee Schedule will indicate to the public that these fees are subject to change in accordance with external mandates. To maintain compliance, the City will charge the fee as mandated by the appropriate federal, state, or county agency and the corresponding revision to the Citywide Fee Schedule will be incorporated as part of the next City Council resolution amending the Citywide Fee Schedule.

This action is compliant with City and Council policy.

Financial Impact:

Fire-Medical SFMD fees have been calculated to be cost neutral and to cover all costs associated with the services being rendered. Currently, SFMD has identified two CPR classes in the Fall of 2018 expected to yield \$2,610. Going forward, one class per quarter is anticipated to generate revenue of \$1,416 each. Fire Suppression fees are also calculated to be cost neutral but are anticipated to generate \$5,600 in revenue in the Fall of 2018 for current obligations. Ground ambulance transport revenues have already been incorporated as part of the budget process. Supply revenue cannot be forecasted with certainty, however it is expected to be cost neutral as they are billed through the City's third party billing company.

City Court

Removal of court related fees which are mandated by state, federal, and/or county agencies from the Comprehensive Citywide Fee Schedule is not anticipated to result in a financial impact. The City Court will continue to assess these fees in accordance with external legislative mandates.

Citywide

Identification of fees which are mandated by state, federal, and/or county agencies on the Comprehensive Citywide Fee Schedule is not anticipated to result in a financial impact. The City will continue to assess these fees in accordance with external legislative mandates.

Budget Impact:

Fire-Medical

Any changes to the operating program or Ground Ambulance Fund will have a direct impact to their respective budgets. SFMD will continue to monitor the Ground Ambulance Fund budget and may request a mid-year amendment to adjust for any deficits prior to adding additional ambulances to the fleet. There are 98 increases in supply costs and 43 decreases. The increases, in aggregate, account for \$929 vs \$375 in aggregate decreases. Additionally, 58 of the 98 increases changed by more than 50% which is anticipated to result in higher revenue than prior years. A budget impact for the Fire suppression and CPR classes is not anticipated as adjustments to the operating budget will be completed once the programs are invoiced and paid.

City Court

Removal of court related fees which are mandated by state, federal, and/or county agencies from the Comprehensive Citywide Fee Schedule is not anticipated to result in a budgetary impact. The City Court will continue to assess these fees in accordance with external legislative mandates.

Citywide

Identification of fees which are mandated by state, federal, and/or county agencies on the Comprehensive Citywide Fee Schedule is not anticipated to result in a budgetary impact. The City will continue to assess these fees in accordance with external legislative mandates.

FTE Impact:

This action has no impact on the overall full-time equivalent count.

ATTACHMENTS:

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☐ [Resolution 2018-57 Final](#)

RESOLUTION # 2018-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE COMPREHENSIVE CITYWIDE FEE SCHEDULE AND ADOPTING NEW, REVISED, AND ELIMINATED FEES RELATED TO GROUND AMBULANCE TRANSPORT, GROUND AMBULANCE SUPPLIES, RESUSCITATION TRAINING, FIREFIGHTER SERVICE, AND CITY COURT ACTIONS.

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically;

WHEREAS, the Comprehensive Citywide Fee Schedule was last adopted on October 17, 2017, via Resolution #2017-107, as amended;

WHEREAS, the establishment, revision, and elimination of certain fees related to ground ambulance transport, ground ambulance supplies, resuscitation training, and firefighter service allows the Fire-Medical Department to provide critical services and recover operational costs;

WHEREAS, the City has statutory authority to assess and collect these fees and charges and notice has been provided consistent with Arizona Revised Statute § 9-499.15;

WHEREAS, the Surprise City Court collects various fines, fees, surcharges, and assessments that are mandated by external agencies including the State of Arizona, the Arizona Supreme Court, and Maricopa County;

WHEREAS, the Surprise City Court wishes to streamline the administrative process by removing fees that are subject to external legislative changes from the Comprehensive Citywide Fee Schedule;

WHEREAS, the City of Surprise wishes to update the Comprehensive Citywide Fee Schedule accordingly.

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

Section 1. The fees are authorized and established as identified in *Exhibit A* and shall become effective November 1, 2018, and the Comprehensive Citywide Fee Schedule will be updated accordingly.

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 # 2018-57
Exhibit A

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
Resuscitation Training			
Adult/Infant/Child: CPR/AED Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$0.00	\$59.00	Per Student
BLS Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$0.00	\$59.00	Per Student
Adult/Infant/Child: CPR/AED and Basic First Aid Digital Certification Card with Access to Digital Book (G2015) (6 Student Minimum)	\$0.00	\$87.00	Per Student
Pediatric (All Ages) CPR/AED and First Aid Digital Certification with Access to Digital Book (G2015) (6 Student Minimum)	\$0.00	\$87.00	Per Student
BLS Blended Course (G2015) DC (2 Student Minimum)	\$0.00	\$76.00	Per Student
CPR and AED Blended Course (G2015) DC- All Ages (2 Student Minimum)	\$0.00	\$76.00	Per Student
CPR/AED and Basic First Aid Blended Course (G2015) DC - All Ages (2 Student Minimum)	\$0.00	\$96.00	Per Student
Pediatric (All Ages) CPR/AED and First Aid Blended Course (G2015) DC (2 Student Minimum)	\$0.00	\$96.00	Per Student
Firefighter Service			
Firefighter- Contractual (Fire Suppression)	\$0.00	\$50.00	Per Hour
Firefighter- Contractual Special Event (Non-Fire Suppression)	\$0.00	\$70.00	Per Hour
Ground Ambulance			
Transports			
<i>Current:</i> ALS Emergency Transport Level 1 & 2/ ALS Non-Emergency Transport Level 1/ALS Treat No Transport <i>Proposed:</i> ALS Emergency Transport Level 1 & 2/ ALS Non-Emergency Transport Level 1	\$898.56	\$952.81	Per Transport
<i>Current:</i> BLS Emergency Transport/BLS Non-Emergency Transport/BLS Treat No Transport <i>Proposed:</i> BLS Emergency Transport/BLS Non-Emergency Transport Treat No Transport/Treat and Refer - Contractual	\$800.41	\$848.73	Per Transport
	\$0.00	\$380.00	Per Incident
Dead On Scene	\$800.41	\$848.73	Per Transport
Mileage	\$18.63	\$19.75	Per Load Mile
Mileage Multi-Patient	\$9.32	\$0.00	Per Load Mile
Wait Time	\$0.00	\$212.18	Per Hour
Wait Time	\$50.00	\$0.00	Per ¼ Mile
Wait Time	\$49.02	\$0.00	Per ¼ Hour

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
Supplies			
Modifications to a specific supply rate based on market fluctuations may occur without Council approval only if the modification does not exceed 20%.			
<i>Current:</i> 1" Standard Porus Tape <i>Proposed:</i> Tape 1" Porus	\$1.33	\$1.81	Each
<i>Current:</i> 1-5 CC Syringe With Luer Lock <i>Proposed:</i> Syringe 1-5CC	\$0.14	\$0.15	Each
<i>Current:</i> 14GA- 24GA IV Cath Bd Auto Guard <i>Proposed:</i> IV Catheter 14GA – 24 GA	\$3.21	\$3.21	Each
<i>Current:</i> 1500# Megamover Disposable <i>Proposed:</i> Carry All Large	\$26.49	\$27.49	Each
<i>Current:</i> 18FR 48" Nasogastric Suction Salem Sump Tube <i>Proposed:</i> Nasogastric Sump Tube 10Fr-18-Fr	\$3.99	\$4.89	Each
<i>Current:</i> 2" Standard Porus Tape <i>Proposed:</i> Tape 2" Porus	\$2.55	\$3.63	Each
<i>Current:</i> 2" X 2" Sponge Gauze <i>Proposed:</i> Gauze Sponge 2x2 Sterile	\$0.14	\$0.59	Each
<i>Current:</i> 2" X 4" Band-Aid Large <i>Proposed:</i> Bandage Adhesive 2"x 3.5"	\$0.14	\$0.22	Each
<i>Current:</i> 20 CC Syringe <i>Proposed:</i> Syringe 20 CC	\$0.28	\$0.43	Each
<i>Current:</i> 30CC Syringe Only w/Luer Lok <i>Proposed:</i> Syringe 30CC	\$0.60	\$0.69	Each
<i>Current:</i> 3CC - 10CC Syringe w/Safety Lok <i>Proposed:</i> Syringe 3CC – 10CC w/ Safety Lock	\$0.80	\$0.80	Each
<i>Current:</i> 3CC Nacl. Inhalation <i>Proposed:</i> Saline for Inhalation 3CC	\$0.30	\$0.59	Each
<i>Current:</i> 4 X 4 Non Sterile <i>Proposed:</i> Gauze Sponge 4"x4" NS	\$0.82	\$0.02	Each
<i>Current:</i> 4 X 4 Sterile <i>Proposed:</i> Gauze Sponge 4"x4" Sterile	\$0.23	\$0.23	Each
<i>Current:</i> 4" Kling NS <i>Proposed:</i> Bandage Conforming Roll 4" NS	\$0.37	\$0.37	Each
<i>Current:</i> 4.5" Kerlix <i>Proposed:</i> Bandage Woven Gauze 4.5" Sterile	\$1.77	\$1.77	Each
<i>Current:</i> 500# Disposable Go Stretcher Sheet <i>Proposed:</i> Carry All Regular	\$14.49	\$14.09	Each
<i>Current:</i> 50CC Syringe w/Luer Lok <i>Proposed:</i> Syringe 50 CC	\$0.87	\$0.87	Each
<i>Current:</i> 60 CC Syringe <i>Proposed:</i> Syringe 60 CC	\$1.36	\$1.73	Each
<i>Current:</i> 8FR 24" Salem Sump Tube <i>Proposed:</i> Nasogastric Sump Tube 8FR	\$9.49	\$14.89	Each
<i>Current:</i> Abdominal Pad 8"x10" <i>Proposed:</i> Combine 8"x10" Sterile	\$0.27	\$0.38	Each
Adenosine 6MG/2ML Vial	\$4.40	\$7.49	Each
<i>Current:</i> Adult/Peds Smart Bag w/Mask And Reservoir <i>Proposed:</i> BVM Smart w/ Timer Adult/Peds	\$22.39	\$50.99	Each
<i>Current:</i> Adult /Peds Filterline, Short Term Intubated <i>Proposed:</i> CO2 Monitoring Line ETT Adult/Peds	\$12.60	\$12.60	Each
<i>Current:</i> Adult Nasal Cannula <i>Proposed:</i> Nasal Cannula Adult	\$1.21	\$0.51	Each
<i>Current:</i> Adult Nasal Filterline, For Non-Intubate <i>Proposed:</i> CO2 Monitoring Line NC Adult	\$12.60	\$13.99	Each
<i>Current:</i> Adult Non-Rebreather Mask <i>Proposed:</i> Non-Rebreather Mask Adult	\$3.30	\$3.30	Each

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
<i>Current:</i> Adult Venturi Mask <i>Proposed:</i> Venturi-Style Mask Adult	\$3.49	\$4.89	Each
Alcohol Prep Pad	\$0.00	\$0.02	Each
<i>Current:</i> Ambu Perfit Mini Ace Cervical Collar <i>Proposed:</i> Cervical Collar Adjustable Peds	\$12.29	\$8.99	Each
Amiodarone 150 MG/3ML Luerlock Prefilled Syringe	\$7.29	\$20.29	Each
<i>Current:</i> Angiocath 3" Chest Needle 12GA <i>Proposed:</i> Chest Needle 3" 12GA	\$24.58	\$24.58	Each
<i>Current:</i> Angiocath 3.25" Chest Needle <i>Proposed:</i> Chest Needle 3.25" 14GA	\$17.29	\$15.29	Each
<i>Current:</i> Angiocath 5.25" 14G <i>Proposed:</i> Chest Needle 5.25" 14GA	\$28.79	\$28.79	Each
<i>Current:</i> Ashmerman Chest Seal <i>Proposed:</i> Chest Seal 5.5" Diameter	\$18.29	\$14.99	Each
Atropine 1MG/10ML	\$9.29	\$15.99	Each
Atropine 8MG/20ML	\$33.74	\$75.99	Each
<i>Current:</i> B.I.G. Bone Injection Gun, Adult/Peds <i>Proposed:</i> Intraosseous Device	\$88.99	\$124.99	Each
BAAM Device	\$14.99	\$8.89	Each
Baby Bunting Swaddler	\$4.99	\$5.69	Each
<i>Current:</i> Band-Aids <i>Proposed:</i> Bandage Adhesive 1"	\$0.07	\$0.06	Each
<i>Current:</i> BD Twin Pk, Dual Cannula <i>Proposed:</i> Syringe Dual Cannula 3CC – 10CC	\$0.78	\$1.10	Each
<i>Current:</i> Bed Pan <i>Proposed:</i> Bed Pan Fracture Style	\$6.79	\$1.95	Each
<i>Current:</i> Biohoop Emesis Bags <i>Proposed:</i> Emesis Bags	\$2.01	\$2.16	Each
Bite Stick	\$0.68	\$1.03	Each
Blanket, Disposable, 50x84 Polyester	\$33.00	\$11.59	Each
<i>Current:</i> Blue Sensor Electrodes Adult 50MM (10/Pack) <i>Proposed:</i> Electrodes Adult/Peds	\$6.79	\$6.79	Each
<i>Current:</i> BP Cuff Disposable Adult 14"x35CM LP 12 <i>Proposed:</i> BP Cuff Disposable Adult	\$4.29	\$6.69	Each
<i>Current:</i> BP Cuff Disposable Adult Philips <i>Proposed:</i> BP Cuff Disposable Adult	\$7.19	\$7.19	Each
<i>Current:</i> BP Cuff Disposable Ex Lg Adult Philips <i>Proposed:</i> BP Cuff Disposable Ex Lg Adult	\$9.80	\$9.80	Each
<i>Current:</i> BP Cuff Disposable Infant LP 12 <i>Proposed:</i> BP Cuff Disposable Infant	\$2.51	\$2.51	Each
<i>Current:</i> BP Cuff Disposable Infant Philips <i>Proposed:</i> BP Cuff Disposable Infant	\$8.40	\$8.40	Each
<i>Current:</i> BP Cuff Disposable Infant/Child Lifepack <i>Proposed:</i> BP Cuff Disposable Child	\$7.92	\$7.92	Each
<i>Current:</i> BP Cuff Disposable Large Adult Philips <i>Proposed:</i> BP Cuff Disposable Large Adult	\$7.20	\$7.20	Each
BP Cuff Disposable LG Adult	\$4.49	\$7.79	Each
<i>Current:</i> BP Cuff Disposable Long Adult Lifepack <i>Proposed:</i> BP Cuff Disposable Long Adult	\$11.29	\$9.49	Each
<i>Current:</i> BP Cuff Disposable Peds Philips <i>Proposed:</i> BP Cuff Disposable Peds	\$6.49	\$6.49	Each
<i>Current:</i> BP Cuff Disposable Sm Adult/Adult Lifepack <i>Proposed:</i> BP Cuff Disposable Sm Adult	\$10.99	\$6.49	Each
<i>Current:</i> BP Cuff Disposable X-Large Adult LP 12 <i>Proposed:</i> BP Cuff Disposable X-Large Adult	\$19.94	\$19.94	Each

Fee Description (Fee Description Changes Indicated with Current/Proposed)	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
<i>Current:</i> Buretrol Tubing <i>Proposed:</i> IV Buretrol	\$30.49	\$18.49	Each
BVM Adult With Mask	\$14.49	\$16.99	Each
BVM Infant With Neonate Mask	\$24.99	\$16.99	Each
Carpject Holder For Carpject Syringe	\$0.15	\$1.13	Each
<i>Current:</i> CAT Tourniquet EMS Black 1.5" <i>Proposed:</i> CAT Tourniquet	\$45.79	\$45.79	Each
<i>Current:</i> Caviwipes <i>Proposed:</i> Surface Disinfectant Wipes	\$0.08	\$0.26	Each
Chux	\$0.13	\$0.21	Each
<i>Current:</i> Calcium Chloride 10% 10ML <i>Proposed:</i> Calcium Chloride 1GM/10mL	\$11.51	\$14.69	Each
<i>Current:</i> Clearlink Vial Adapter <i>Proposed:</i> Vial Adapter	\$4.54	\$6.69	Each
<i>Current:</i> Coban, 1" Blue Wrap <i>Proposed:</i> Bandage Cohesive 1"	\$0.97	\$0.71	Each
<i>Current:</i> Coban, Self-Adherent Wrap 3"x5 Yards <i>Proposed:</i> Bandage Cohesive 3"	\$2.79	\$2.06	Each
Code Strap, Adjustable	\$0.00	\$4.58	Each
Cold Pack	\$0.84	\$2.00	Each
Compression Band for CPR Device	\$0.00	\$255.99	Each
<i>Current:</i> CPAP Flow Safe Sm-Lg <i>Proposed:</i> CPAP Mask w/Neb Adult SM-LG	\$65.77	\$91.50	Each
CPR Ventilation Timing Light	\$5.09	\$8.09	Each
<i>Current:</i> Cric Kit With Tools 5.5MM - 6.5MM Kit <i>Proposed:</i> Cric Kit	\$72.79	\$38.99	Each
<i>Current:</i> Defibrillator Pad Adult Philips <i>Proposed:</i> Defibrillator Pad Adult	\$65.00	\$45.00	Each
<i>Current:</i> Delee Suction Trap <i>Proposed:</i> Suction Catheter w/ Trap	\$6.29	\$7.99	Each
Dextrose 250ML 10% Bag	\$2.49	\$9.29	Each
Dextrose 25GM/50ML	\$12.78	\$17.29	Each
Dextrose 500ML 10% Bag	\$2.79	\$9.09	Each
Diazepam (Valium), 5 MG/ML 2ML Carpject	\$26.96	\$39.09	Each
<i>Current:</i> Diltiazem (Cardizem) 25MG 5 ML Vial <i>Proposed:</i> Diltiazem(Cardizem)	\$11.02	\$30.34	Each
Diphenhydramine (Benadryl) Vial	\$2.07	\$2.14	Each
<i>Current:</i> Disp. Spo2 Sensor Adult/Peds Philips <i>Proposed:</i> Disp. Spo2 Sensor Adult/Peds	\$11.85	\$19.49	Each
<i>Current:</i> Disp. Spo2 Sensor Infant Philips <i>Proposed:</i> Disp. Spo2 Sensor Infant/Neo	\$29.70	\$29.70	Each
Disposable Pillow	\$4.13	\$6.29	Each
Disposable Suction Canister 1200CC	\$10.29	\$4.77	Each
Disposal Gowns	\$2.49	\$2.76	Each
Dopamine HCL 400MG/10ML	\$2.35	\$7.59	Each
Dopamine HCL Premixed Bag	\$20.64	\$22.79	Each
Duct Tape	\$8.49	\$8.79	Each
Econo-Vac Extremity, Arm Splint	\$28.29	\$37.99	Each
Econo-Vac Extremity, Forearm Lg Splint	\$15.99	\$16.99	Each
Econo-Vac Extremity, Forearm Med Splint	\$14.79	\$14.99	Each
Econo-Vac Extremity, Leg Splint	\$42.29	\$56.99	Each
Econo-Vac Wrist/Ankle Splint	\$26.79	\$34.49	Each

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
EKG Paper - LP-15 (1/3 Roll)	\$4.69	\$5.59	Each
Emergency Highway Blanket	\$6.29	\$2.69	Each
Emergency Mylar Blanket	\$2.75	\$0.74	Each
<i>Current:</i> Endolock Endotracheal Tube Holder Peds/Adult <i>Proposed:</i> Endotracheal Tube Holder Adult/Peds	\$5.29	\$5.29	Each
Endotracheal Introducer Peds 10FR	\$9.05	\$9.49	Each
Endotracheal Tube Adult Introducer	\$11.17	\$9.49	Each
Epinephrine (1:10,000) 1MG/10ML	\$7.38	\$10.59	Each
<i>Current:</i> Epinephrine (1:1000) 1MG/1ML (Amp) <i>Proposed:</i> Epinephrine (1:1000) 1MG/1ML	\$3.59	\$29.49	Each
Epinephrine (1:1000) 30 ML	\$18.49	\$317.99	Each
EZ IO Stabilizer	\$4.99	\$15.00	Each
Facial Tissue	\$0.40	\$0.51	Each
Fentanyl 100mcg/2 ML vial	\$0.00	\$2.63	Each
Filter Needle 18 GA	\$0.33	\$0.44	Each
Forceps Adult-Peds	\$0.00	\$8.29	Each
Furosemide 40MG/4ML (PF)	\$8.90	\$13.79	Each
Glucagon 1MG/1ML	\$232.71	\$279.99	Each
<i>Current:</i> Greenline Laryng Blades Disp. All Sizes <i>Proposed:</i> Laryngoscope Blades Disposable All Sizes	\$5.99	\$6.59	Each
Halo Chest Seal	\$24.86	\$18.29	Each
<i>Current:</i> Hand Wipes- Vironox <i>Proposed:</i> Antiseptic Hand Wipes	\$0.29	\$0.33	Each
<i>Current:</i> Head Start AED Defib w/ Connectors For Laredal <i>Proposed:</i> AED Pads	\$30.79	\$66.99	Each
<i>Current:</i> Hi D Stick Big Stick Yankauer <i>Proposed:</i> Pharyngeal Suction Tip	\$2.70	\$2.70	Each
<i>Current:</i> Hoover Head Immobilizer <i>Proposed:</i> Headblock Cardboard	\$7.79	\$8.99	Each
Hot Pack	\$0.76	\$1.57	Each
<i>Current:</i> Infant Non-Rebreather Mask <i>Proposed:</i> Non-Rebreather Mask Infant	\$8.29	\$3.70	Each
Ipratropium Bromide 0.02% 2.5ML Unit Dose	\$0.48	\$0.93	Each
Irrigation Saline/Sterile Water 1000CC	\$3.99	\$6.19	Each
Irrigation Sterile Water 500CC	\$4.99	\$10.09	Each
IV Admin Set, Blood	\$9.09	\$10.19	Each
IV Solution - D5W (250CC/500CC)	\$2.49	\$9.89	Each
IV Solution - D5W (50CC)	\$5.99	\$5.89	Each
IV Solution LR 1000	\$6.29	\$10.59	Each
IV Solution NS 100	\$4.29	\$4.71	Each
IV Solution NS 1000	\$4.39	\$9.29	Each
IV Solution NS 250	\$3.99	\$8.29	Each
IV Solution NS 50/500	\$2.99	\$10.19	Each
IV Start Kit	\$1.79	\$1.82	Each
IV Start Pack w/Ext Set And Prefilled Syringe	\$6.64	\$4.77	Each
IV Tubing Set (10GTT)	\$2.99	\$2.55	Each
IV Tubing Set (60GTT)	\$3.08	\$2.69	Each
Ketamine 100MG/ML 5 ML vial	\$0.00	\$21.19	Each

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
<i>Current:</i> King Visio Dispo Blade Sz 3 Standrd Or Chnld <i>Proposed:</i> Video Laryngoscope Blade	\$30.49	\$39.29	Each
Lancet	\$0.18	\$0.35	Each
<i>Current:</i> Lg Biohazard Bag <i>Proposed:</i> Biohazard Bag Large	\$0.46	\$0.46	Each
Lidocaine 2% 100MG/5ML	\$4.70	\$5.69	Each
Lidocaine IV 2GM/500ML	\$10.79	\$14.09	Each
<i>Current:</i> Lifepack Oral/Nasal CO2 Cannula Adult/Peds <i>Proposed:</i> CO2 Monitoring Line NC Peds	\$14.00	\$18.49	Each
Lorazepam 2MG/1ML Vial	\$16.30	\$10.39	Each
Luer Adapter	\$0.23	\$0.69	Each
<i>Current:</i> MAD 140 w/3ML Syringe & Vial Adp <i>Proposed:</i> MAD w/ Syringe 3ML	\$4.29	\$9.89	Each
MAD w/o Syringe	\$0.00	\$8.79	Each
<i>Current:</i> Mask 10CC Nebulizer BVM Adapter Kit <i>Proposed:</i> SVN In-Line BVM	\$4.79	\$4.79	Each
Mask, N95 Flat Fold Three Panel	\$1.59	\$2.08	Each
Meconium Aspirator, ET Tube Connection	\$6.29	\$7.99	Each
<i>Current:</i> Med Biohazard Bag Scene <i>Proposed:</i> Biohazard Bag Medium	\$0.15	\$0.22	Each
Methylprednisolone 125MG/2ML	\$8.51	\$17.29	Each
<i>Current:</i> Microflex Freeform EC Nitrile Gloves =1 Pr <i>Proposed:</i> Gloves Nitrile Powder Free 1pr all sizes	\$0.29	\$0.34	Each
<i>Current:</i> Midazolam (Versed) 5MG/5ML <i>Proposed:</i> Midazolam (Versed) 5MG/1ML	\$11.27	\$7.49	Each
<i>Current:</i> Moldex N95 Respirator All Sizes <i>Proposed:</i> N95 Respirator Mask all sizes	\$1.36	\$1.83	Each
Morphine Sulfate 10MG/1ML Carpuject	\$4.30	\$5.59	Each
Naloxone (Narcan) 2MG 2ML Luer Jet Syringe	\$37.30	\$53.99	Each
<i>Current:</i> Nasopharyngeal Airway (20-36FR) <i>Proposed:</i> Nasopharyngeal Airway all sizes	\$4.69	\$3.55	Each
Needle 18GA - 26GA	\$0.33	\$0.55	Each
<i>Current:</i> Nitroglycerin (Nitrostat) <i>Proposed:</i> Nitroglycerin (Nitrostat) 0.4mg SL tab	\$29.79	\$1.97	Each
Nitroglycerin Subling. Spray 0.4MG/Metered Dose	\$1.64	\$2.72	Each
Nose Clamp	\$0.00	\$0.57	Each
OB Kit	\$11.98	\$29.29	Each
<i>Current:</i> Oropharyngeal Airway (4-11) <i>Proposed:</i> Oropharyngeal Airway all sizes	\$1.32	\$0.35	Each
Oxygen Supply Tubing	\$0.98	\$1.06	Each
Oxytocin 10Units/1ML (Vial)	\$2.29	\$5.89	Each
<i>Current:</i> Peds Nasal Cannula <i>Proposed:</i> Nasal Cannula Peds	\$1.46	\$1.46	Each
<i>Current:</i> Peds Non-Rebreather Mask <i>Proposed:</i> Non-Rebreather Mask Peds	\$2.49	\$1.56	Each
Peep Valve	\$8.79	\$9.29	Each
Personal Protection Kit	\$6.79	\$8.69	Each
<i>Current:</i> Petroleum Gauze <i>Proposed:</i> Petrolatum Gauze	\$1.32	\$1.44	Each
<i>Current:</i> Precision Glucose Strip <i>Proposed:</i> Glucose Test Strips	\$2.19	\$2.79	Each
<i>Current:</i> Protective Shoe Covers <i>Proposed:</i> Protective Shoe Covers 1Pr	\$0.57	\$1.08	Each

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
Protective Sleeves 1Pr	\$0.87	\$1.08	Each
QuikClot EMS Dressing, 4"x4"	\$0.00	\$34.99	Each
QuikClot EMS Rolled Gauze, 3"x48"	\$0.00	\$23.49	Each
Ring Cutter	\$0.00	\$12.49	Each
<i>Current:</i> Safety Fluid Mask <i>Proposed:</i> Fluid Shield Mask	\$2.99	\$1.85	Each
<i>Current:</i> Sam Splint <i>Proposed:</i> Splint Bendable Aluminum	\$12.15	\$8.89	Each
Scalpel	\$1.89	\$3.65	Each
<i>Current:</i> Select 3 Tubing <i>Proposed:</i> IV Tubing Multi-Select	\$8.79	\$11.99	Each
<i>Current:</i> Sharps Container 2GL <i>Proposed:</i> Sharps Container 2GL Rotor Lid	\$4.90	\$7.39	Each
Sharps Container 4.7	\$13.99	\$9.59	Each
<i>Current:</i> Sharps Container 6.9 <i>Proposed:</i> Sharps Container 5 QT	\$14.29	\$9.49	Each
Sharps Shuttle	\$2.99	\$3.09	Each
Silver Swaddler	\$5.05	\$5.59	Each
Single Use Blades For Clippers	\$7.29	\$8.99	Each
<i>Current:</i> Sm Biohazard Bag <i>Proposed:</i> Biohazard Bag Small	\$0.33	\$0.33	Each
Sodium Bicarbonate 50MEQ/50ML	\$5.79	\$17.29	Each
<i>Current:</i> Soft Restraints <i>Proposed:</i> Limb Restraints Soft	\$6.79	\$6.79	Each
<i>Current:</i> Spider Backboard Strap (Disposable) <i>Proposed:</i> Disposable Backboard Straps	\$44.53	\$12.39	Each
Spill Kit	\$5.79	\$8.79	Each
Spit Sock Hood	\$4.96	\$5.49	Each
<i>Current:</i> Sta-Blok Head Immobilizer <i>Proposed:</i> Head Block Immobilizer	\$8.79	\$5.89	Each
<i>Current:</i> Stat Pack With Blanket <i>Proposed:</i> Stretcher Sheet Set	\$45.00	\$4.43	Each
<i>Current:</i> Stifneck Cervical Collar <i>Proposed:</i> Cervical Collar Adjustable Adult	\$12.29	\$8.99	Each
Succinylcholine 200MG/10CC	\$21.86	\$40.79	Each
Suction Catheter (6 - 18 Fr)	\$1.21	\$0.36	Each
<i>Current:</i> Surgilube Packet <i>Proposed:</i> Lubricating Jelly	\$0.15	\$0.15	Each
<i>Current:</i> Syringe 3CC-10CC w/ Syringe Cannula <i>Proposed:</i> Syringe w/ needle 1CC-3CC	\$0.54	\$0.89	Each
Syringe 10CC	\$0.00	\$0.20	Each
Syringe Saline 12CC 10ML Sterile 6X30	\$0.47	\$1.27	Each
Tape 1" Silk	\$0.99	\$2.89	Each
Tape 1/2" Silk	\$0.62	\$0.72	Each
Tape 2" Silk	\$1.88	\$2.89	Each
Tape 3" Silk	\$3.49	\$4.34	Each
Thermometer Probe Cover	\$0.05	\$0.11	Each
Thiamine Hcl 100MG/1CC	\$26.49	\$16.29	Each
Trauma Dressing 30x11	\$5.09	\$1.90	Each
Trauma Dressing 5x9	\$0.26	\$0.28	Each
Trauma Sheer	\$0.00	\$1.99	Each

Fee Description <i>(Fee Description Changes Indicated with Current/Proposed)</i>	Current Amount on Fee Schedule	Proposed Amount	Unit of Measure
Triage Tags -AZ Only	\$1.90	\$1.14	Each
Triangular Bandage	\$0.37	\$0.71	Each
Umbilical Clamp	\$1.79	\$2.42	Each
Umbilical Scissors	\$7.29	\$8.39	Each
Urinal	\$6.99	\$0.96	Each
Utility/Wash Basin	\$5.19	\$1.59	Each
Veni-Gard	\$0.98	\$0.63	Each
Verapamil 5MG/2ML	\$9.16	\$60.99	Each
V-Vac Suction Cartridge	\$32.79	\$24.00	Each
V-Vac Suction Unit Kit	\$116.00	\$128.00	Each
Water Jel 8"x18"	\$14.79	\$16.49	Each
Water Jel Face Mask	\$17.79	\$21.79	Each
<i>Current:</i> Xlg Biohazard Bag <i>Proposed:</i> Biohazard Bag X-Large	\$0.72	\$0.72	Each
Zofran 4MG/2CC	\$2.59	\$1.96	Each
<i>Current:</i> Zofran Oral 4MB <i>Proposed:</i> Zofran 4MB Oral Dissolving Tab	\$13.79	\$1.61	Each

Court Fees to be Removed

Fee Description	Current Amount on Fee Schedule	Unit of Measure
Domestic Violence Shelter (Assessed to cases with charges associated with domestic violence.)	\$50.00	Per Case
Drug Lab (Assessed to cases with drug charges.)	\$15.00	Per Charge
Fare Delinquency (Assessed to cases sent to collection.)	\$35.00	Per Case
Fare Special Collection (Applied to balance of case.)	19% of total amount due	Per Case
Jail Housing	\$78.94	Per Day
Jail Incarceration	\$251.53	Per Day
Judicial Collection Enhancement Fund (\$7 City & \$13 State)	\$20.00	Per Case



CITY OF SURPRISE
Regular City Council Meeting

October 16, 2018 @ 6:00:00 PM

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Council Meeting Date:	October 16, 2018	Contact Person:	Robert Wingo
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to recess into executive session to discuss the resignation and appointment process pertaining to the appointed office of City Manager pursuant to A.R.S. 38-431.03 (A)(1).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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No Attachments Available