CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 6, 2019 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Presentation and recognition of the 2019 Summer Youth Employment Program (SYEP) participants.

F. City Clerk Report

G. Call To The Public

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

2.	District 1	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 capital budget by reallocating appropriations in the amount of $51,800 from water operations to re-establish capital project P71030 Site and Security Improvements; Resolution #2019-94.	None Terry Lowe Water Resource Management
3.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with West Mec to facilitate donation of a surplus Surprise Police Department vehicle for educational purposes; Resolution #2019-95.	None Mike Gent Public Works
4.	District 3	Consideration and action pertaining to conditional acceptance of certain street and public utility improvements, generally located at Reems Road and Hearn Road in the vicinity of Highland Preparatory Academy; Resolution # 2019-88.	None Mike Gent Public Works
5.	Internal	Consideration and action on the minutes of June 18, 2019 Regular City Council Work Session and Regular City Council Meeting.	None Sherry Aguilar City Clerk

6.	Internal	Consideration and action pertaining to amending the current term expiration date for Public Safety Personnel Retirement System Local Board member James Conner to June 30, 2020.	None Sherry Aguilar City Clerk
7.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County to send police recruits to the Maricopa County Sheriff's Office Academy: Resolution #2019-93.	None Terry Young Police
8.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of $100.00 from grant contingency to the Victim Rights Program (VRP) grant fund to account for acceptance of the VRP grant in the amount of $2,100; Resolution #2019-90.	None Legal
9.	Citywide	Consideration and action pertaining to acceptance of the art piece "May Peace Prevail on Earth" as a donation by the Rotary Club of Surprise.	None Danielle Osborne City Manager Office
10.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A15” dated May 24, 2019, a property generally located north of Happy Valley Road and east of 147th Avenue.	None Sergio Angulo Community Development
11.	District 6	Consideration and action pertaining to a grant of an Utility Easement to Southwest Gas for a natural gas line at the SPA 1 Water Reclamation Facility.	None Chris Boyd Community Development
12.	District 3	Consideration and action pertaining to acceptance of a Quit Claim deed for Right of Way, a Municipal Use Easement and Temporary Drainage Easements from Suburban Land Reserve INC, for roadway improvements along Waddell Road between Sarival Road and Reems Road.	None Chris Boyd Community Development
13.	District 4	Consideration and action pertaining to a grant of an Utility Easement to APS at Gaines park for ongoing activity associated with Heritage at Surprise.	None Chris Boyd Community Development
14.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Bell Pointe II -South" dated July 3, 2019, a property generally located north of Bell Road and east of Bell Pointe Boulevard; Resolution #2019-92.	None Robert Kuhfuss Community Development
15.	District 3	Consideration and action on Final Plat entitled, “Toll at Prasada – Cactus Road” dated May 9, 2019, a property generally located on Cactus Road west of Cotton Lane.	None Robert Kuhfuss Community Development

16.	District 3	Consideration and action pertaining to approval of the Map of Dedication entitled, " Toll at Prasada – Peoria Avenue – Phase 1" dated May 9, 2019, a property generally located on Peoria Avenue west of Cotton Lane.	None Robert Kuhfuss Community Development
17.	District 3	Consideration and action on the Map of Dedication entitled, "Toll at Prasada – Peoria Avenue – Phase 2" dated March 15, 2019, a property generally located on Peoria Avenue west of Cotton Lane.	None Robert Kuhfuss Community Development
18.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada Phase 2 Master Plat" dated June 18, 2019, a property generally located on Peoria Avenue west of Cotton Lane.	Robert Kuhfuss Community Development
19.	District 6	Consideration and action pertaining to approval of the Re-Plat of Skyway Lot 27A, a property generally located north of the northwest corner of Peoria Avenue and Solar Canyon Way.	ROBERT KUHFUSS Community Development
20.	District 4	Consideration and action on a shared parking agreement between the City of Surprise and the Housing Authority of Maricopa County.	None Seth Dyson Human Svcs and Comm Vitality
21.	District 1	Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Desert Oasis Lancer 5A, 5B, and 14A Lighting Improvement District, pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2019-91.	None Mike Gent Public Works
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
22.	Citywide	Consideration and action on two Intergovernmental Agreements between the City of Surprise and the Maricopa Association authorizing the acceptance of 2 federal Grants through an Intergovernmental Agreement with the Maricopa Association of Governments for transportation improvements and amending the Fiscal Year 2020 Budget by reallocating appropriations of $42,900 to facilitate acceptance of two federal Grants; Resolution # 2019-83.	None Lloyd Abrams Community Development
23.	District 4	Consideration and action on a re-zoning of approximately 2.49 acres of property generally located southwest of the southwestern corner of Bell Road and Dysart Roads from Regional Commercial (CR) to Industrial Performance (IP); Ordinance #2019-20.	None Hobart Wingard Community Development
24.	District 3	Consideration and action pertaining to approval of the Revised Preliminary Plat entitled, "Unit P- Toll at Prasada" dated May 14, 2019, a property in the general vicinity of the corner of Cactus Road and Cotton Lane.	Robert Kuhfuss Community Development

25.	District 3	Consideration and action pertaining to the Revised Preliminary Plat entitled, "Unit E-Toll at Prasada" dated April 30, 2019, a property generally located in the vicinity of the corner of Peoria Avenue and Cotton Lane.	Robert Kuhfuss Community Development
26.	District 1	Consideration and action pertaining to approval of the Preliminary Plat entitled, "Heritage Asante- Parcel 2" dated February 12, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue.	None Sergio Angulo Community Development

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

27.	District 1	Consideration and action on the Final Plat entitled, “Heritage Asante – Parcel 2” dated May 30, 2019, a property generally located north of Grand Avenue and west of 163rd Avenue.	None Sergio Angulo Community Development
28.	District 3	Consideration and action pertaining to approval of the Re-Plat of Lot 3 of "Prasada Phase 1B North", a property generally located south of Waddell Road between Loop 303 and Sarival Avenue; Resolution #2019-98.	None Robert Kuhfuss Community Development
29.	Citywide	Consideration and action pertaining to approval of a Development Incentive Agreement between the City of Surprise and Surprise Center Development Company, LLC.; Resolution #2019-100.	None Economic Development
30.	Citywide	Consideration and action pertaining to approval of an Agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC).	None Jeanine Jerkovic Economic Development
31.	Citywide	Consideration and action pertaining to approval of the Wired Telecommunications License and Right of Way Use Agreement between the City of Surprise and Zayo Group, LLC; Resolution #2019-101.	None Samantha Pinkal Economic Development
32.	Internal	Consideration and action on declaring the "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" as public records; Resolution # 2019-89.	None Tom Abbott Fire - Medical
33.	Internal	Consideration and action pertaining to an amendment to the Surprise Municipal Code, Section 105-19, by adopting Chapter 12 of the 2018 International Fire Code, and amendments thereto, as set forth in those certain public records entitled "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12, Energy Systems" ;Ordinance # 2019-21.	None Tom Abbott Fire - Medical

34.	District 4	Consideration and action pertaining to approval of the grant of a Public Water Easement to the City of El Mirage within the vicinity of Hollyhock street and Rimrock Street.	None Chris Boyd Community Development

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

35.	Citywide	Consideration and action to recess into executive session for the purpose of discussion or consultation for legal advice with the City Attorney and to consider its position regarding an incentive agreement with Surprise Center Development Company, LLC, pursuant to A.R.S. 38-431.03(A)(3) and (4).	None Legal

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

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:Posted on Thursday, August 1, 2019 @ 12:47 p.m.

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Lord Garcillano
District: Citywide

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

Agenda Wording:
Presentation and recognition of the 2019 Summer Youth Employment Program (SYEP) participants.

Motion:
None.

Background:
The Summer Youth Employment Program (SYEP) offers local youth an opportunity to familiarize themselves with the working world and foster academic improvement and social growth. The Summer Youth Employment Program started on June 17, 2019. This year, we accepted 25 Youth Interns into the program to work in various departments within the City over the span of 6 weeks. This item has been placed on the agenda to recognize the Youth Interns, and to thank them for their participation.

Objective Analysis:

Policy Compliant:

Financial Impact:
N/A

Budget Impact:
N/A

FTE Impact:
N/A

ATTACHMENTS:

Council Meeting Date: August 6, 2019
Submitting Department: Water Resource Management
Staff Recommendations: None

Contact Person: Terry Lowe, DIRECTOR - WRM
District: District 1

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 capital budget by reallocating appropriations in the amount of $51,800 from water operations to re-establish capital project P71030 Site and Security Improvements; Resolution #2019-94.

Motion:
I move to approve Resolution # 2019-94.

Background:
The water resource management department had planned to complete this project in FY2019, however due to delays in obtaining communication connections through various carriers the department has had to program a different route in order to establish communications at the well site. In order to complete the connections the project will have to be reestablished for FY20.

Objective Analysis:
This project is necessary in order to maintain the necessary communications with the City's SCADA system. To not complete this project would only fracture operational processes.

Policy Compliant:
This item is policy compliant with the City's strategic goal of sustainability and providing sufficient water resources for our residents.

Financial Impact:
With the establishment of the project the department will code all FY2020 invoices associated with completion of the project up to the approved amount of $51,800.

Budget Impact:
This item was not included as part of the FY2020 budget. Approval of this item will amend the budget to reallocate appropriations in the amount of $51,800 from unforeseen operating expense within Water Operations to reestablish Project P71030 Site and Security Improvements.

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

FTE Impact:
There are no FTE's associated with this item.

ATTACHMENTS:
1. 132072649833478204Res 2019-94 BA for Project P71030

RESOLUTION # 2019-94

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF $51,800 FROM WATER OPERATIONS UNFORSEEN OPERATING EXPENSES TO REESTABLISH PROJECT P71030 SITE AND SECURITY IMPROVEMENTS AND AMENDING THE $50,000 LIST TO ALLOW THE WATER RESOURCE MANAGEMENT DEPARTMENT TO COMPLETE THE NECESSARY SITE AND SECURITY IMPROVEMENTS.

WHEREAS, project P71030 Site and Security Improvements, was a project in FY2019 and the Water Resource Management Department was unable to complete the project as planned by the end of FY2019;

WHEREAS, the Water Resource Management Department wishes to re-establish the project to complete the necessary well site improvements;

WHEREAS, the FY2020 budget was adopted excluding funding for project P71030 Site and Security Improvements;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

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, 2019 through June 30, 2020.

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2019-94
Exhibit A

1. Appropriation - The allocation below represents a reallocation in the amount of $51,800 to re-establish capital project P71030 Site and Security Improvements. The water resource management department had planned to complete this project in FY2019, however due to delays in obtaining communication connections through various carriers the department has had to program a different route in order to establish communications at the well site. In order to complete the connections, the project will have to be reestablished for FY20. 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 Utility Capital	Water Resource Management	#P71030 Site and Security Improvements	E	-	51,800	51,800
Water Operations	Water Resource Management	Services	E	7,427,300	(51,800)	7,375,500

2. List of Operating Items Over $50,000 - Council approved monies for Citywide capital projects Fiscal Year 2020 Capital and Operating List of Items Over $50,000. This list did not include capital project P71030 Site and Security Improvements. With this budget amendment an additional capital line will be added to reestablish capital project P71030 accordingly.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
20188	P71030- Site and Security Improvements	-	51,800	51,800

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with West Mec to facilitate donation of a surplus Surprise Police Department vehicle for educational purposes; Resolution #2019-95.

Motion:
I hereby move to approve Resolution # 2019-95.

Background:
West-MEC is a public high school whose boundaries include most of Maricopa County. One of their campuses is located within the City of Surprise at the corner of Grand Avenue and Greenway Road. West-MEC has approached the City asking to have us donate a miled-out patrol cruiser for use in their police science program and for recruiting purposes. The City Attorney's Office has drafted an Intergovernmental Agreement which will allow this to happen and attempting to deal with liability concerns. Approval of Resolution # 2019-95 would authorize the City Manager to execute the IGA and thereby authorize the donation of the miled-out vehicle to West-MEC. The vehicle will have the decals, police computer and police radio removed prior to donation. A few years ago, the City donated a miled-out fire-medical pumper to the Dysart Unified School district (Valley Vista HS fire science program).

Objective Analysis:
This donation to West-MEC will provide students within their police science program the opportunity to participate in training which is made more real life in that they will be driving and operating an actual police vehicle. The loss of auction revenue to the City for this surplus vehicle is nominal.

Policy Compliant:
State law authorizes donations and transfers of property between government entities for the furtherance of the respective entity's operations and purpose. The City has a practice of supporting local education and this will benefit the educational opportunities provided to the Surprise community as well as support a local educational facility

Financial Impact:
The miled-out patrol vehicle would bring approximately $4,000 at auction, and that loss of revenue would go towards future vehicle replacements.

Budget Impact:
This action has no impact upon the budget. Replacement police vehicles are already budgeted.
FTE Impact:
There is no FTE impact

ATTACHMENTS:
1. RES 2019-95 Donation police car to WEST_MEC-final
2. WEST-MEC IGA - Surprise Patrol Vehicle Donation

RESOLUTION # 2019-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WESTERN MARICOPA EDUCATION CENTER (WEST-MEC) FOR DONATION OF A POLICE PATROL VEHICLE FOR TRAINING PURPOSES.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the donation of a milled out police patrol vehicle WEST-MEC for training purposes; and

WHEREAS, the IGA outlines the terms and use of the vehicle between the City and West-MEC.

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 West-MEC*,* attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA EDUCATION CENTER
(WEST-MEC)

Patrol Vehicle Donation

This Intergovernmental Agreement is entered into effective upon its execution by the last party and is between the City of Surprise, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter "City") and Western Maricopa Education Center (hereinafter "Agency") a school district lawfully organized under the laws of the State of Arizona (hereinafter "Agency"), both of whom are collectively referred to as the "Parties" and individually as a "Party". Both parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes Title 11, Chapter 7, Article 3.

The parties hereby agree as follows:

1. Consideration. The City agrees to donate to the Agency the item(s) (hereinafter "item") listed on Exhibit A to this agreement. As consideration, Agency agrees to the following terms:

a. Agency will to the fullest extent permitted by law indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, claims costs and the costs of appellate proceedings) to which City or any of the aforementioned council members, officer, employee or agent may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of the work or services of Agency, its officers, employees, agents, students or any tier of subcontractor in the performance of this Agreement.

b. The Agency certifies that it will title and register the vehicle in the Agency's name as soon as possible, but not later than 10 days after taking possession of the vehicle. Agency further certifies it will not drive the vehicle, except incident to the process of obtaining title or to obtain necessary repairs or vehicle maintenance, until such time that the vehicle is titled in its name.

c. The Agency certifies that it will provide property damage insurance coverage for the value of the item and liability insurance coverage on the item for the full term of this agreement.

d. The Agency certifies its agents, employees and students will be instructed on the proper use and operation of the item prior to using the item.

e. The Agency certifies that the item will not be driven by any agent, employee, or student at any time, to or at any location, except as is necessary and incident to:
   a. Curriculum related exercises by the students in the police science program;

b. Recruiting efforts at student fairs or similar events; or
c. Transportation to and from a location to obtain necessary service, repairs, maintenance or fuel.

f. The Agency agrees not to allow any other organization or person, other than the agents, employees and students of the Agency, to use the above item without the express written consent of the City. Further, Agency will not sell or otherwise dispose of the item to any party without the express written consent of the City, if the item might possibly be used as a patrol vehicle.

2. No Warranties. City is not warranting or representing in any manner that item is suitable for any particular purpose. Suitability of item for any particular purpose should be determined by Agency prior to using item.

3. Notice. Any notice required or given under this lease agreement shall be in writing and either delivered in person, deposited in the U.S. Mail, sent by transmission facsimile or deposited with any express service addressed as follows. Notice will be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the third day after it is deposited in the U.S. Mail, or on the second day after its deposit with any express service. Any time period stated on a notice will be computed from the time the notice is deemed received.

a. To City:
Michael Frazier, City Manager
16000 N. Civic Center
Surprise, AZ 85374
Fax (623) 222-1021

b. To Agency:
Gregory Donovan, Superintendent
55487 North 99th Avenue
Glendale, AZ 85305
623-738-0000

4. Method of Execution. This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

5. Cancellation. The parties understand acknowledge that each party may cancel this Agreement pursuant to A.R.S. §38-511.

6. E-Verify and Scrutinized Business Operations. To the extent applicable under A.R.S. §41-4401, each party and its subcontractors warrants their compliance

with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party's or its subcontractors' employees who work on the Agreement to ensure that the other party or its subcontractors are complying with the above-mentioned warranty.

7. City agrees to complete page 1 of 2 of the attached Exhibit B, returning the same to the Agency upon execution of this Agreement.

Dated this ___ day of _____, 2019.

Michael Frazier, City Manager
City of Surprise

Gregory Donovan, Superintendent
West-MEC
7-29-19

EXHIBIT A

2012 Dodge Charger Asset ID 4605, Mileage 102,111

VIN 2C3CDXATXCH195743

Equipment to be transferred includes the emergency lights, the p.a. and the spotlight, but the transfer will not include the radio or any mobile data computer

West-MEC

PUBLIC GIFTS | DONATIONS TO SCHOOLS

TO: Western Maricopa Education Center (West-MEC) District No. 402

FROM: _____ (Donor)

DATE: _____ (MM/DD/YY)

RE: **Donation** for _____

I, _____, do hereby donate, to the West-MEC District No. 402,
(Company/Individual Name)

the following (describe the type of **donation**, e.g., equipment/monetary/supply, etc.). Must attach a list stating each item and its value:

_____

_____

_____

for the purpose of (specify program, student group, school, etc.):

_____

_____

_____

If the **donation** is monetary, please attach a check.

If the **donation** is equipment/furnishings, estimated value is _____.

If this **donation** is monetary, I request that this monetary **donation** (please check applicable use):

☐ be retained by the West-MEC School District for the program specified by me for use at a future date if not fully expended during the current fiscal year.

☐ not be kept in the specified fund but reverted to the general fund.

☐ be returned if sufficient funds are not obtained to cover the expense of the activity.

Signature of Donor: _____

Print Name of Donor: _____

Address of Donor: _____

_____

original: Business Office
cc: Campus of Donation
cc: Asst. Supt. of Teaching Learning & Campus Operations
Revised 8.29.18

West-MEC
5487 N. 99th Ave
Glendale, AZ – 85305-
623.738.0022
west-mec.edu

West-MEC

Vehicle Donations

Title must be in:

- donors name, signed and notarized
- free and clear of lienholders

To be completed by West-MEC Program

This equipment will allow for the teaching of the following industry skills and standards: (identify ADE standards).

_____

_____

_____

_____

_____

Is this equipment listed on the West-MEC Program Equipment list?

Yes ☐ No ☐

Program Teacher: _____ Campus: _____

Campus Administrator Signature: _____ Date: _____

To be completed by West-MEC Board Chairman

West-MEC Board Chairman Signature: _____ Board Date: _____

original: Business Office
cc: Campus of Donation
cc: Asst. Supt. of Teaching Learning & Campus Operations
Revised 8.29.18

West-MEC
5487 N. 99th Ave
Glendale, AZ – 85305-
623.738.0022
west-mec.edu

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

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

Agenda Wording:
Consideration and action pertaining to conditional acceptance of certain street and public utility improvements, generally located at Reems Road and Hearn Road in the vicinity of Highland Preparatory Academy; Resolution # 2019-88.

Motion:
I move to approve Resolution # 2019-88.

Background:
The Public Works Department conducted the final inspection of the public improvements for Highland Prep, generally located at Reems Road and Hearn Road on or about May 8, 2019 totaling 2,110 SY (approximately 1,321 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete and storm drain. Domestic water and sewer lines are not a part of this acceptance.

Objective Analysis:
The improvements for this property provide access and conveyance to the property and storm drain to convey wastewater to through drainage channels. This action will conditionally accept the required infrastructure.

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

Financial Impact:
Acceptance of streets and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is $297,000.00.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported from the city's

HURF and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

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

ATTACHMENTS:

1. 01_RES 2019-88 Infrastructure Acceptance of Highland Prep
2. 02_Notice of Completion Letter
3. 03_Inspector Sign-Off Form

RESOLUTION # 2019-88

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT HIGHLAND PREP, GENERALLY LOCATED AT REEMS ROAD AND HEARN ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Highland Prep" on, February 6th 2018;

WHEREAS, Boyer HP, L.C., a Utah Company, the developer of Highland Prep, dedicated to the City the street and public utility improvements, generally located at Reems Road and Hearn Road;

WHEREAS, on or about May 8, 2019, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

WHEREAS, after the conclusion of the two-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

HIGHLAND PREP

INFRASTRUCTURE TO BE ACCEPTED:

STORM DRAIN

ROADWAY

EXHIBIT B

List and Cost of Improvements

SURPRISE
ARIZONA

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

Memorandum

To: City of Surprise City Council

From: Public Works – Engineering Services

Date: 06/24/2019

Re: Highland Prep – Reems Road and Hearn Road

The public improvements for the above project have been completed and are on the August 6th, 2019council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Storm Drain - $150,000.00
- City Paving - $75,000.00
- City Concrete - $72,000.00

- Total - $297,000.00

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

May 30, 2019

Boyer Company
101 South 200 East 200
Salt Lake City, UT 84111

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR HIGHLAND PREP CHARTER SCHOOL PHASE 2 – FS17-486

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,

Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, Field Engineering Supervisor
David Kohlbeck, Public Works Business Manager
Lee Lambert, Water Services
Mike Gent, Public Works Director
John McFarland, Public Works Streets Manager
Lora Ingram, Finance
File

SURPRISE
ARIZONA

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CITY OF SURPRISE
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SURPRISE, AZ 85374
T. 623·222·6000

Warren Bert, GIS

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/3/2019 ___ Commercial X Commercial w/Offsite ___ Residential

X COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

7/26/2018 Date of Punch-List Walk 7/26/2018 Date Punch-List Completed

FS Number: FS17-486 **Permit Number(s):** E17P-0733,0804,0802,0801,0800,07[illegible]

Project Name: Highland Prep Charter School

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

Alexander Building Co.

7500 E. Main St. Scottsdale AZ, 85251

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Hearn Road	Local	Reems Road	Existing tie end	2	1/4	Turn Lane

MATERIALS:

Asphalt: SouthWest Materials Supplier 1/2 Total Lane Miles 2,110 Total Square Yards

Water:	N/A	Size/Type	___	Total Linear Feet	___	Size/Type	___ Total Linear Feet
	___	Size/Type	___	Total Linear Feet	___	Size/Type	___ Total Linear Feet
Sewer:	6" sdr	Size/Type	42'	Total Linear Feet	___	Size/Type	___ Total Linear Feet
	___	Size/Type	___	Total Linear Feet	___	Size/Type	___ Total Linear Feet
Storm:	24" hdpe	Size/Type	73'	Total Linear Feet	18" HDPE	Size/Type	472' Total Linear Feet
	8" hdpe	Size/Type	329'	Total Linear Feet	___	Size/Type	___ Total Linear Feet
Fire Ln:	3" dip	Size/Type	68'	Total Linear Feet	___	Size/Type	___ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List
n/a Final Certification Letter from Engineer of Record
X Complete Geotechnical Testing Packet
n/a Sewer Pressure Testing Results
n/a Sewer Manhole Vacuum Testing Certification
n/a Sewer Manhole Insecticide Certification
n/a Sewer Videos with Operators Notes (inc. re-videos)
___ Other ___ (Specify)

n/a AOC
X Asphalt Concrete Ticket w/ Name of Contractor
X Streetlight Energize Letter
X As built Documents (PDF copy on CD)
X As Built Documents in PDF format (copy on CD)
n/a Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [signature] **Date:** 5/3/19

Civil Engineering Supervisor: [signature] **Date:** 05/08/2019

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:
Consideration and action on the minutes of June 18, 2019 Regular City Council Work Session and Regular City Council Meeting.

Motion:
I move to approve the meeting minutes of June 18, 2019.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
1. 618reg
2. 618REG

CITY OF SURPRISE

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

Tuesday, June 18, 2019 @ 6:00PM

Call To Order

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, June 18, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Duffy; Council Member Hayden, Council Member Sanders; Council Member Judd and Council Member Remley.

Staff present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Proclamation read by Mayor Hall for Parks and Recreation Month, the proclamation was issued to Donna Miller, Parks and Recreation Director.

Proclamation read by Mayor Hall for Drowning Impact Awareness Season, the proclamation was issued to Brendon Espie, Fire.

City Manager Report

Presentation of a Certificate of Appreciation by the Surprise Fire-Medical Department.

Community Recognition - Brenden Espie, Fire Department - Thanked Dakota for his time and efforts for his Eagle Scout Project, refurbishing 3 benches located at city fire stations.

City Clerk Report

2. Consideration and action on the re-appointments for the following City Boards and Commissions: Margaret Lieu, John Hastings and Deborah Welch (Arts & Cultural Advisory Commission); Steve Berwald, Raymond Grim, Wayne Turner and Charlie Woodland (Parks & Recreation Services Commission); James Conner, Harry Grove and Stanley Mucha (Personnel Appeals Board); Dennis Bash, Ken Chapman, Matthew Keating and Gisele Norberg (Planning & Zoning Commission); and George Van De Langeryt (Veterans, Disability and Human Services Commission), all with 4 year term expirations of June 30, 2023; and directing the City Clerk to administer the Oath of Office - APPROVED

Vice Mayor Winters made the motion to approve the appointments and directed the City Clerk to administer the Oath of Office. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

3. Consideration and action on the appointment of Crystal Miller to fill a vacancy on the Arts & Cultural Advisory Commission with a four year term expiration of June 30, 2023; and directing the City Clerk to administer the Oath of Office - APPROVED

Council Member Judd made the motion to approve the appointment of Crystal Miller to the Arts and Cultural Advisory Commission and directed the City Clerk to administer the Oath of Office. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

4. Consideration and action on the appointment of Larry Brown to fill a vacancy on the Veterans, Disability and Human Services Commission with a term expiration of June 30, 2022; and directing the City Clerk to administer the Oath of Office - APPROVED

Vice Mayor Winters made the motion to approve the appointment of Larry Brown to the Veterans, Disability and Human Services Commission and directed the City Clerk to administer the Oath of Office. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Call To The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Judd made the motion to approve the consent agenda. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

5. Consideration and action on the minutes June 4, 2019 Regular City Council Work Session, Special City Council Meeting and Regular City Council Meeting - APPROVED

6. Consideration and action on a Series 10 (Beer & Wine Store) liquor license request for PIZZA HUT Store #27008 located at 14763 W. Cactus Road, #120, Surprise, AZ 85379 - APPROVED

7. Consideration and action on a Series 10 (Beer & Wine Store) liquor license request for PIZZA HUT Store #27005 located at 16846 W. Bell Road, #114, Surprise, AZ 85374 - APPROVED

8. Consideration and action on a Series 10 (Beer & Wine Store) liquor license request for PIZZA HUT Store #27003 located at 13706 W. Bell Road, Surprise, AZ 85374 - APPROVED

9. Consideration and action on a Series 12 (Restaurant) new liquor license for Haldi Indian Cuisine located at 13761 W. Bell Road, #B13, Surprise, AZ 85374 - APPROVED

10. Consideration and action on the updated FY2020 City of Surprise Comprehensive Financial Management Policies; Resolution 2019-72 - APPROVED

11. Consideration and action on an amendment to the Fiscal Year 2019 budget by reallocating appropriations in the amount of $37,000 for consulting to complete the network microsegmentation project; Resolution # 2019-66 - APPROVED

12. Consideration and action on the acceptance of Fiscal Year 2020 grant funds in the amount of $80,000 from Area Agency on Aging Region One and approval of the Agreement between the Agency and Surprise related hereto; Resolution # 2019-82 - APPROVED

13. Consideration and action on Amendment Number Three to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution #2019-76 - APPROVED

14. Consideration and action on an Intergovernmental Agreement with Maricopa County to facilitate an I-HELP Program in the Northwest Valley; Resolution #2019-80 - APPROVED

15. Consideration and action pertaining to acceptance of a Warranty Deed for Right of Way and a Drainage and Retention Basin Easement Agreement from Marley Park Phase II, LLC for roadway improvements along Litchfield south of Waddell - APPROVED

16. Consideration and action pertaining to acceptance of a Special Warranty Deed from Marley Park West LLC, for Right of Way along Litchfield South of Waddell - APPROVED

17. Consideration and action pertaining to acceptance of a Drainage Easement from Palo Cristi Properties, LLC for roadway improvements along Litchfield Road between Sweetwater and Cactus Roads - APPROVED

18. Consideration and action pertaining to acceptance of a Drainage Easement and Temporary Construction Easement from SWC Cactus and Litchfield LLC for roadway improvements along Litchfield Road south of Cactus - APPROVED

19. Consideration and action pertaining to acceptance of a Drainage and Retention Basin Easement Agreements from Veramonte Land Holdings, LLLP for roadway improvements along Litchfield Road between Sweetwater and Cactus Roads - APPROVED

20. Consideration and action declaring the City's intention to create the, "SU-Rancho Mercado North 181" Street Light Improvement District pursuant to A.R.S. Â§ 48-616; Resolution #2019-77 - APPROVED

21. Consideration and action pertaining to amending the Fiscal Year 2019 budget by reallocating appropriations and Contract Awarding Authority of $576,300 in the Health Benefits Fund, to increase appropriations to meet revised projected expenditures of $12,023,100. Resolution #2019-87 - APPROVED

22. Consideration and action on an Intergovernmental Agreement between the City of Surprise and City of El Mirage for Mutual Aid Ground Ambulance Services; Resolution #2019-84 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

23. Consideration and action regarding the annexation of approximately 1,180 acres and establishing Surprise zoning districts RR, PAD-OS, PAD-RM, PAD-RL, PAD-CN, and PAD-PF. Planning case FS18-417 Marisol Ranch Annexation; Ordinance #2019-18 - APPROVED

City Planner, Joshua Mike gave the powerpoint presentation for this item.

Mark Edelman, AICP - Arizona State Land Department spoke on behalf of State Trust Land.

Vice Mayor Winters asked about whether it stays in the City or the County, it will move forward, correct? The County is allowing 3 dwelling units per acre, so how many dwelling per acre does Marisol Ranch want to do?

Doc Sullivan - We annexed this City some time ago, but it's going to happen. Do you want the City to have leverage on what is going on in our City or to the County?

Vice Mayor Winters made the motion to approve Ordinance 2019-18. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

24. Consideration and action pertaining to a Major PAD Amendment which will rezone approximately 634 acres from PAD-OS, PAD-RM, PAD-RL, PAD-CN, and PAD-PF to PAD-OS, PAD-RM, PAD-RL, PAD-MU, and PAD-PF for Marisol Ranch, generally located north of Lone Mountain Road (alignment) and south of Dove Valley Road and east of 163rd Avenue. Planning case FS18-557; Ordinance #2019-12 - APPROVED

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

Council Member Sanders - What work has been done out there?

Tim Keenan - Nothing has been done to this property other than a well years ago.

Council Member Sanders - Have you discussed the project with Nadaburg School District?

Tim Keenan - Yes according to Nadaburg one school will be enough.

Mayor Hall - When the well was first drilled 514 feet, water was found at 350 feet, correct?

Yes, that is correct.

Mayor Hall - What is the timing on Lone Mountain Road?

Vice Mayor Winters - What is the situation with water?

Terry Lowe - We have managed our resources very well, our portfolio supports the demand for this area.

Council Member Remley - A couple of concerns that I have is the draw down on the open space. It appears that of the acres left, consists of the mountain on the right and one other small area off the road so where was the opine space before, the other 50 acres?

Jeff Farb, RBI Planning and Architecture, worked on this project 20 years ago. Great to see it come to the City. Open Space on the previous plans a lot of the washes have been maintained as well as the wildlife corridors. There will be pocket parks in each parcel, we are providing 30% for each area.

Council Member Duffy - Lone Mountain Road, as it sits right now, how close is it to Peoria's version of this.

Luis Lucero commented that it currently terminates in Vistancia.

Council Member Hayden - Question about the wells that will be digging, will this affect others in the area that have wells?

Vice Mayor Winters made the motion to approve Ordinance 2019-12. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

25. Consideration and action pertaining to a re-zoning of approximately 486 acres from Residential Ranch (RR) to Planned Area Development (PAD-RL, PAD-RM, PAD-MU, and PAD-OS) for Lone Mountain Ranch, generally located north of Dixileta Drive and east of 163rd Avenue. Planning case # FS18-459; Ordinance #2019-11 - APPROVED

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

Jacqueline Rae Carroll spoke in opposition of this project.

Christine Van Arsdale spoke in opposition of this project.

Paul Fischetto - Spoke in opposition of this project. Spoke on State Land, water use, no getting any answers from the City. Showed a photo of the road past the County land.

Council Member Judd - Asked Terry Lowe about assured water rights, is there a chance that these people will lose their water rights? Thorough studies have been done and has to meet state requirements.

Council Member Hayden - The speaker was saying that studies were not done.

Tim Keenan - Hydrology studies were done already by a premiere company in the State.

Council Member Hayden - If you do the studies and you find that it won't meet all requirements, then what?

Mr. Kennan, we would have to make adjustments but we can't move forward without the City approval with a Final Plat. I see this development as a 10 year project.

Council Member Duffy - Can you go through next steps for the preliminary and final plat process is?

Robert Kuhfuss, yes the next step is the preliminary plat.

Vice Mayor Winters made the motion to approve Ordinance 2019-11. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

26. Consideration and action pertaining to approval of a Preliminary Plat entitled, "Heritage Asante -Parcel 2" dated February 12, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue - TABLED TO AUGUST 6, 2019 REGULAR COUNCIL MEETING

Vice Mayor Winters made the motion to table item #26 to August 6, 2019 Regular Council Meeting. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

27. Consideration and action pertaining to approval of two Intergovernmental Agreements between the City of Surprise and the Maricopa Association of Governments for transportation improvements and acceptance of two federal Grants; Resolution #2019-83 - TABLED TO AUGUST 6, 2019 REGULAR COUNCIL MEETING

Transportation Planner, Martin Lucero, gave a powerpoint presentation on this item.

Council Member Sanders - Are these 3 projects all or nothing? Ballpark figure of cost for one of the projects?

Mr. Lucero - This is our way to find if it's a viable project.

Council Member Remley - What is 15% percent design stand for?

Mayor Hall asked for clarification on the 15%.

Mr. Lucero - 15% is the engineering design to find out if it will do what we thought it would do with a professional engineering opinion whether the project will move forward or not.

Council Member Judd - I am more confused now so let me answer some questions. What does Phase 2 look like?

Council Member Judd - Safe Routes to School Program. Explain?

Council Member Remley - If we didn't worry about these turn pockets, then the kids could walk across with a green light, what would that cost?

Mayor Hall - Does MAG Regional Council approve the closer out funds? Yes at the end of
January.

Council Member Duffy - I'm really glad you are doing this, you need the left turn in. I think anyone living in Greer Ranch would agree.

Council Member Sanders - I like the idea of the project for safety. I would consider tabling this if we need more time.

Council Member Sanders made the motion to table Resolution 2019-83. Council Member Remley seconded the motion. Five yes votes, two no votes (Judd and Winters), motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

28. Consideration and action on the First Amendment to the Intergovernmental Agreement between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2020 transit services, Resolution #2019-30 - APPROVED

David Kohlbeck gave a powerpoint presentation on this item.

Vice Mayor Winters asked if we have 15,000 riders on Ride Choice?

Correct.

Vice Mayor Winters asked what is the cap for our paratransit?

Council Member Remley - I wanted to compliment you on the improved service this year. As far as the senior buses are considered, those are running on time, I have nothing but good things to say.

Vice Mayor Winters made the motion to approve Resolution 2019-30. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

29. Consideration and action an amendment to the Fiscal Year 2019 budget by reallocating appropriations of $110,000 from Solid Waste salary savings to supplies and services associated with additional landfill costs; and amending the Capital and Operating List of items of $50,000; Resolution #2019-81 - APPROVED

Mike Gent, Public Works Director gave a brief presentation on this item.

Mayor Hall commented that he would like the City to look into Recycle 1 as an option.

Council Member Remley made the motion to approve Resolution 2019-81. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

30. Consideration and action on the Final Plat entitled, Heritage Asante "Parcel 2 and dated May 1, 2019, a property generally located north of Grand Avenue and west of 163rd Avenue - TABLED TO AUGUST 6, 2019 REGULAR CITY COUNCIL MEETING

Vice Mayor Winters made the motion to table item #30 to August 6, 2019 Regular City Council Meeting. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

31. Consideration and action pertaining to the Committee on Community Outreach, Partnerships and Grants recommendations for the Surprise Community Outreach Program funding for Fiscal Year 2019 - APPROVED

Intergovernmental Relations, Jodi Tas gave a powerpoint presentation on this item.

Vice Mayor Winters - concern that One Step Beyond didn't receive any money, but they are getting $6,000. this year.

Mayor Hall thanked the Committee for their hard work on this project, Council Members Duffy, Hayden and Judd.

Council Member Judd - I am going to abstain from voting on this item, with a conflict with the Rotary Club.

Council Member Sanders made the motion to approve the grants recommendations for the Surprise Community Outreach Program for funding for FY2019. Council Member Remley seconded the motion. Six yes votes, one abstained (Judd), motion carried.

32. Consideration and action levying primary property taxes at a rate of $0.7591 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2020 within the City of Surprise; Resolution #2019-85 - APPROVED

Finance Director, Andrea Davis reported on Resolutions 2019-85 and 2019-86.

Vice Mayor Winters asked for clarification that we are not raising taxes.

Council Member Duffy made the motion to approve Resolution 2019-85. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

33. Consideration and action setting forth the Fiscal Year 2020 levy of property tax rates for Street Light Improvement Districts (SLID) within the City of Surprise; Resolution #2019-86 - APPROVED

Council Member Remley made the motion to approve Resolution 2019-85. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

34. Consideration and action pertaining to approval of amendments to Chapter 38 of the Surprise Municipal Code, relating to parks and recreation; Ordinance # 2019-14 - APPROVED

CRS Director, Donna Miller reported on this item.

Vice Mayor Winters - What kind of changes di you make on the dog park sign?

Ms. Miller - Number of dogs to 3. Will add the ordinance number to the signs.

Council Member Sanders made the motion to approve Ordinance 2019-14. Council Member Judd seconded the motion. Seven yes votes, motion carried.

35. Consideration and action pertaining to the adoption of a Uniform Video Service License Agreement, Application, and Affidavit - APPROVED

Attorney, Hobie Wingard gave a powerpoint presentation on this item.

Mayor Hall questioned the revenue mechanism.

Council Member Remley - Who does this include?

Cable providers.

Vice Mayor Winters made the motion to approve the Uniform Video Service License, application, and affidavit. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

36. Consideration and action pertaining to adoption of a Council Meeting Invocation policy - APPROVED WITH TWO AMENDMENTS

Mayor Hall explained the Council discussed this item at the work session.

Council Member Remley offered an amendment "the invocation will begin after the gavel but prior to the pledge" and the seconded amendment "any invocation given will be limited to one minute".

Public comments:

Raymond Grim - Prayer has been fundamental to our country. Read a statement. Faith is a strong point of our community.

Council Member Remley made the motion to adopt the Council Meeting Invocation policy as amended. Council Member Hayden seconded the motion. Seven yes votes, two no votes (Judd and Winters), motion carried.

Other business and Future Agenda Items:

City Council Reports:

Council reported on and/or attended the following:

Council Member Remley - City Manager brought back a medal, D4 meeting next Wednesday.

Council Member Hayden - US Army B-day celebration and a grand opening.

Vice Mayor Winters - ribbon cutting.

Council Member Duffy - attended a shark tank type event with youth it was outstanding.

Council Member Sanders - Sun Village and Surprise Farms event.

Council Member Judd - camping with family and two grand openings.

Mayor Hall - attended most of the same events; Veteran reflection ground breaking on June 24.

Executive Session:

Adjournment:

Vice Mayor Winters made the motion to adjourn the Regular City Council Meeting of June 18, 2019 at 9:04 PM. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 18, 2019.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE

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

Tuesday, June 18, 2019 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, June 18, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Duffy; Council Member Hayden, Council Member Sanders; Council Member Judd and Council Member Remley.

Staff present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call To The Public

Regular City Council Meeting Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to Council Meeting invocations - NO ACTION

City Attorney Wingo gave a powerpoint presentation regarding this item. The topic was Invocations and Implications.

Council Member Remley - One question, the order of the invocation is given, you indicated that the gavel would not sound until after the invocation. My recollection is the gavel does, but the invocation is given before the pledge, is that correct?

Attorney Wingo - It is in your discretion, but recommend you do this before the official business begins. the more you remove from business of council, the better it is if you get challenged.

Vice Mayor Winters - Although this is a noble idea, I believe in separation of church and state, I could see problems and could be problematic.

Attorney Wingo - The City of Scottsdale is currently in litigation because they denied a request to speak from the Satanic Ritual group.

Council Member Judd - How do you control if they don't follow the rules, what do we do?

Attorney Wingo - In the policy if they violate the rules they would not be invited to come back. The City Clerk would send out a one time yearly invite with a list of council meeting dates for anyone to sign up. First come first served.

Council Member Duffy - I don't have any issues with different religions but I know it will offend someone. I would rather there be a moment of silence. No matter what we do it will offend someone. We represent a diverse group of people.

Council Member Sanders - I feel that there is a place for it, and we should invite people to come to participate. I know there is potential but I feel it is worth it.

Mayor Hall - I think it is worth it, I look at the house of representatives, they have a chaplain same and participate if they want to. I think this City and this Council needs prayer. My only thing is I think that one minute is enough time.

Council Member Remley - Sometimes people come and they are ready for a fight and they are less than respectful. I think it helps set the gravity of the proceedings we have.

Mayor Hall - I am sensitive to what some of the Council have said, they don't want to put us in a position where it is locked, I get that but I think it will be a positive for our City.

2. Surprise Center Development Company Update on the City Center Master Plan - NO ACTION

Mike Hoover gave the opening and introduced Scott Phillips with SCDC, LLC., to continue with a powerpoint presentation.

The presentation contained public outreach efforts over the past year.

Vice Mayor Winters commented that I have been here for a long time and after all this time this is the most I have seen on this project. I am excited about this and will be a great walkable downtown.

Council Member Remley - Thanked Scott and his team for this effort, the water treatments are going to be well received. I wish you luck with this.

Council Member Judd - Thanked Scott for tiredly working on this, you have really

worked hard to bring this where it is right now. I like the water feature3s using recharged water. Explain market driven.

Mr. Phillips - Lots of changes have happened with the planning with the downturn in the economy.

Council Member Hayden - I have enjoyed all that you have reviewed with me. My concern is we talk about the market now, what is the timeframe for this?

Mr. Phillips- It is going to take time for different phases of the project, there will be some phases that will be vacant for a long time.

Council Member Hayden - people are always asking for fountains all the time, is this a possibility?

Council Member Duffy - I think you did an outstanding job with this. This has taken a long time, but you stuck with it, and I think you nailed it on what we were looking for.

Council Member Sanders - I do agree, we have met on multiple times, I am getting a lot of residents asking for updates. What communication will there be?

Mayor Hall - Dwight Eisenhower refers to plans, plans are useless, but planning is essential. Is there a plan for sequencing with the different phases of the property?

Mike Hoover - Long term planning and vision. Where is that one sense of place? This needs to be a part of this project.

Mayor Hall commented that this project is a priority for this Council. This Council has been engaged in all of the Community Outreach Meetings and are invested.

Executive Session

Adjournment

Council Member Remley made the motion to adjourn the Regular City Council Work Session of June 18, 2019 at 5:17 PM. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

_____
Skip Hall, Mayor

ATTEST:

_____
Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, June 18, 2019.**

_____
Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:
Consideration and action pertaining to amending the current term expiration date for Public Safety Personnel Retirement System Local Board member James Conner to June 30, 2020.

Motion:
I move to amend the current term expiration date of PSPRS Local Board member James Conner to June 30, 2020.

Background:
The Public Safety Personnel Boards (Police and Fire) discovered there were three board members terms whose terms were not staggered correctly in order for each board member to have at least 2 years of experience. The board held a meeting on April 24, 2019 to determine the best option to cause the least disruption in getting the three board members terms on the correct staggered schedule. The boards determined the best course of action for the two employee board members whose terms needed to be staggered, but are also dependent upon a secret ballot election by their peers in order once their term expires. The third board member is citizen James Conner who serves on both the Police and Fire Public Safety Personnel Boards and in order for his term to be amended to the correct staggered schedule requires an action for the amendment by City Council.

Objective Analysis:
N/A

Policy Compliant:
N/A

Financial Impact:
N/A

Budget Impact:
N/A

FTE Impact:
N/A

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County to send police recruits to the Maricopa County Sheriff's Office Academy: Resolution #2019-93.

Motion:
I move to approve Resolution # 2019-93.

Background:
Recently, the City of Phoenix has revised how the Phoenix Police Department (PPD) operates their police cadet academy functions, specifically increasing the resources participating public entities are required to commit while reducing the hours and scope of training provided. In response, the Surprise Police Department believes it is prudent to consider alternatives. The Maricopa County Sheriff's Office also conducts an AZPOST approved police academy. The City's financial commitments to the Maricopa County Sheriff's Office (MCSO) Academy appear to be reasonable so entry into this Intergovernmental Agreement (IGA) is being sought as an option. Entry into this IGA does not commit the City to sending any recruits to the MCSO academy, but authorizes the City to do so if it decided to do so in the future and specifies the cost if the City chooses to do so.

Objective Analysis:
The resources and commitments necessary to continue sending recruits to the PPD academy are in flux, but have increased over time. Sending police cadets to the MCSO academy appears to be a reasonable financial alternative and will allow the City to evaluate the services provided by that academy so a better comparison can be made between the two. Consequently, SPD is seeking Council approval of this IGA so that evaluation can be carried out.

Policy Compliant:
State law requires police officers to attend and graduate from a certified law enforcement academy. The MCSO academy is a certified law enforcement academy. Consequently, approval of this IGA would be compliant with state law. This action does not contravene or conflict with any city policy and a follow-up evaluation will be consistent with the City's policy relative to obtaining the best services available and with as little cost as possible.

Financial Impact:
The financial impact to the City for sending cadets to the MCSO academy is $500 per cadet. There is no

other cost.

Budget Impact:
Funds are available in the department's current Recruiting Training operating budget.

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

ATTACHMENTS:
1. RES 2019-93 IGA for SPD recruits to go to MCSO basic trging acad
2. City of Surprise Sworn Academy7_2019

RESOLUTION # 2019-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MARICOPA, STATE OF ARIZONA FOR AN AGREEMENT TO SEND CITY OF SURPRISE POLICE RECRUITS TO THE MARICOPA COUNTY SHERIFF'S OFFICE BASIC TRAINING ACADEMY.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the training of City of Surprise police recruits at the Maricopa County Sheriff's Office ("MCSO") basic training academy ; and

WHEREAS, this agreement provides the terms and conditions under which this training will occur.

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 County of Maricopa, State of Arizona*,* for the training of Surprise police recruits at the MCSO basic training academy, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY and CITY OF SURPRISE
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE
BASIC TRAINING ACADEMY
C-50-____-____-3-00

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE, "MCSO," and the CITY OF SURPRISE collectively referred to as the Parties. Under A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding City of Surprise's participation in MCSO's Sworn Basic Training Academy.

Whereas MCSO offers Sworn Officer Basic Training Academies on an as-needed basis and generally has space for additional participants and

Whereas the City of Surprise does not have its own training academy and its sworn employee recruits are required to be trained according to the State of Arizona Peace Officer Standard Training (AZPOST).

Therefore, Maricopa County on behalf of the MCSO and the City of Surprise enter into the following Agreement effective September 1, 2019 through June 30, 2021 upon Maricopa County Board of Supervisor approval.

The MCSO:

1. Will provide training space as available for CITY OF SURPRISE recruit officers to attend scheduled Sworn Basic Training Academies.

2. Reserves the right in its sole discretion to decide whether the CITY OF SURPRISE recruits maintain the academic standings necessary to continue in the Academy class.

3. Retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all sworn officer training academy participants.

4. Will provide CITY OF SURPRISE original individual training records for each CITY OF SURPRISE recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole consistent with the requirements of State law.

5. Will treat CITY OF SURPRISE recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.

6. Will require CITY OF SURPRISE to investigate CITY OF SURPRISE recruits should a situation arise for an Internal Affairs Investigation concerning the actions of a CITY OF SURPRISE recruit.

7. Will bill CITY OF SURPRISE Police Department a non-refundable registration in the amount of $500, payable to Maricopa County, per CITY OF SURPRISE registrant after the first full day of the academy.

The CITY OF SURPRISE:

1. Understands and agrees that the curriculum will consist of the standard MCSO training program for MCSO, including MCSO's policies and procedures.

2. Will provide worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for CITY OF SURPRISE recruits.

3. Agrees to pay MCSO within 30 days of receipt of invoice.

The Parties agree:

1. 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 attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this IGA, 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.

2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in this Agreement

3. Each party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other party upon request. These warranties shall remain in effect through the term of this Agreement. Each party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each party and its subcontractors shall be given reasonable notice of the other party's intent to inspect and shall make the documents available at the time and date specified. Should either party find that the other party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either party.

4. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local government's whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

5. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State of Arizona for six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.

6. Any litigation arising from the agreement or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.

7. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.

8. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two (2) months in advance of the requested date of termination. In the event that a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruits' training is completed, provided that MCSO continues to have sufficient staffing and other resources to continue the training until that date.

9. Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

10. This IGA is effective when signed by the Parties. 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 the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

11. This document is the complete and exclusive statement of understanding between the parties, and it supersedes all proposals, oral or written, and other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

12. Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:

Deputy Chief, MCSO BIO, CID
Maricopa County Sheriff's Office
550 W Jackson, 5th Floor
Phoenix, AZ 85003
Phoenix, AZ 85003

If to CITY OF SURPRISE:

Commander Randy Rody
City of Surprise Police Dept
14250 West Statler Plaza
Suite #103
Surprise, AZ 85374

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

City of Surprise

BY:

_____ Date
Mayor

ATTEST:

_____ Date
City Clerk

City of Surprise Police

BY:

_____ Date
Chief of Police

Approved as to form:

_____ Date
City Attorney

MARICOPA County, a political subdivision of the State of Arizona

BY:

_____
Bill Gates Date
Chairman

ATTEST:

_____
Fran McCarroll Date
Clerk of the Board

Maricopa County Sheriff

BY:

_____
Paul Penzone Date
Sheriff

Approved as to form:

_____
Deputy County Attorney Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Legal
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of $100.00 from grant contingency to the Victim Rights Program (VRP) grant fund to account for acceptance of the VRP grant in the amount of $2,100; Resolution #2019-90.

Motion:
I move to approve Resolution # 2019-90.

Background:
The City was awarded $2,100 from the State of Arizona Office of Attorney General to be used for the Victims' Right Program. The City of Surprise City Attorney Criminal Division, in its efforts to promote safety and wellness within the community, maintains a Victim Services Program. This program is designed to keep victims appraised of their rights during the pendency of the criminal proceedings and connect them with resources that may provide necessary support. The program relies heavily of grant funding to pay for supplies and other expenditures to carry out its function.

Objective Analysis:
Acceptance of these grant funds allows the city to continue the Victim Services program in the Prosecutor's office.

Policy Compliant:
This grant acceptance is consistent with City Council's directive to identify and utilize all available sources of funding, including grants, to maintain, improve, and expand City programs which do not generate funds of their own accord. The budget amendment is necessary to comply with financial policies adopted by Council.

Financial Impact:
Acceptance of this item will result in a one-time expenditure in the amount of $2,100 for postage, printing of envelopes and forms mandated by state law.

Budget Impact:
The FY20 adopted budget included $2,000 in the FY20 Victims' Rights Program. The reallocation of appropriation in the amount of $100 from contingency within the Grants Fund to FY20 Victims' Rights Program will align the fund with the proper amount awarded for a total of $2,100. 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:

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

ATTACHMENTS:

1. Letter of Award
2. FY20 VRP Budget
3. Res 2019-90-Budget Amd for VRP Grant Award-final

MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
CRIMINAL DIVISION

OFFICE OF VICTIM SERVICES

6/13/2019

Debbie Vazquez
Sr. Criminal Analyst
Surprise City Attorney's Office
16081 N. Civic Center Plaza, Suite 104
Surprise, AZ 85374

Re: FY 2020 Victims' Rights Program Award

Dear Ms. Vazquez:

I am pleased to inform you that, pursuant to Arizona Revised Statutes § 41-191.06 and § 41-191.08, the Attorney General's Office has made an award of **$2,100.00** from the Victims' Rights Fund to the **Surprise City Attorney's Office** for the period, July 1, 2019 through June 30, 2020. Collections from the Criminal Justice Enhancement Fund (CJEF) are the primary source of revenue for the VRP and those funds revenues remain stagnant. As such, your FY 2020 award will be similar to your FY 2019 award amount. We will continue to monitor revenues and to communicate the status to you.

As you are aware, the purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes Title 13, Chapter 40, *Crime Victims' Rights* and A.R.S. Title 8, Chapter 3, Article 7, *Victims' Rights for Juvenile Offenses*. In particular, VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims ' rights laws. Prior to preparation of the Funding Agreement for your award a budget-proposal form will be available to you for your completion in our Grants Management (GMAN) System.

Thank you for the fine work you do every day on behalf of crime victims. Should you have any questions or wish to discuss the budget for your award, please contact Kennesha Jackson, State Victims' Rights Administrator, at (602) 542-8451, or by email at Kennesha.Jackson@azag.gov.

Sincerely,

Mark Brnovich
Attorney General

State of Arizona
Office of the Attorney General
FY 2020 VRP Budget Proposal

Please complete and submit the Award Period Budget Proposal by: July 01, 2019

RECIPIENT:	Surprise City Attorney's Office	FY 2020 AWARD:	$2,100	One-time Equipment Award	$0
CONTACT:	Debbie Vazquez	TELEPHONE:	(623) 222-1145		

(Certification that FY 2020 VRP Budget Proposal is consistent with Program Guidelines))
(Click Here to view your Award Letter)

COST CATEGORY	PROPOSED VRP BUDGET	COST CATEGORY	PROPOSED VRP BUDGET
PERSONNEL		**ERE / BENEFITS**	
DESCRIPTION			
Title:		**Percent:**	%

COST CATEGORY	PROPOSED VRP BUDGET	DESCRIPTION
CONSULTING		(please list each type of consulting expense proposed to be VRP-funded)
OPERATING	$2,100.00	(please list each type of operating expense proposed to be VRP-funded) General office supplies, printer supplies/toner, printing and mailing costs
EQUIPMENT		(please list each equipment item proposed to be VRP-funded)
TOTAL	**$2,100.00**	

RESOLUTION # 2019-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF $100 FROM GRANT CONTINGENCY TO FY20 VRP WITHIN THE GRANTS FUND FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY RELATED TO THE ACCEPTANCE OF THE STATE OF ARIZONA OFFICE OF ATTORNEY GENERAL VICTIMS' RIGHTS PROGRAM GRANT AWARD.

WHEREAS, the State of Arizona Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise $2,100 in grant funding to support and offset the costs associated with the Victim Assistance Program mandated under victims' rights laws;

WHEREAS, the full amount of the grant award was not included as part of the FY2020 budget;

WHEREAS, it is necessary to allocate appropriations of $100 from contingency within the Grants Fund to the Victim Rights Program for the acceptance of this grant award;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The City of Surprise is authorized to accept this grant in the amount of $2100 from the State of Arizona Office of Attorney General for the use in the Victims' Rights Program.

Section 2. 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, 2019 through June 30, 2020.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-90
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of $100 from Grant Contingency to FY20 VRP with the Grants Fund to allocate the correct amount awarded to the City of Surprise which is a total of $2,100. 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	Legal	#G13082 FY20 VRP	E	2,000	100	2,100
Grants	Legal	#G13082 FY20 VRP	R	2,000	100	2,100
Grants	General Operations	Contingency	E	20,542,500	(100)	20,542,400
Grants	General Operations	Other	R	19,325,600	(100)	19,325,500
			Expense Total	**20,544,500**	**-**	**20,544,500**
			Revenue Total	**19,327,600**	**-**	**19,327,600**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019

Contact Person: Danielle Osborne, MGMT ANALYST

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to acceptance of the art piece "May Peace Prevail on Earth" as a donation by the Rotary Club of Surprise.

Motion:

I move to accept the donation of "May Peace Prevail on Earth," a work of art donated by the Rotary Club of Surprise, to be installed in the reflection garden of Statler Plaza at a cost not-to-exceed $5,000.

Background:

The Rotary Club of Surprise has submitted an application to donate a piece of art entitled "May Peace Prevail on Earth," a collaboration of work by local artist Joe Tyler and by metal works manufacturer Eric Bolze of E2 Innovations. "May Peace Prevail on Earth" is a Peace Pole, which is an internationally-recognized symbol of the entire human family. Each peace pole bears the message "May Peace Prevail on Earth" in different languages on each of its four or six sides.

The idea of Peace Poles was first thought up by Masahisa Goi in 1955 in Japan. The Peace Pole Project today is promoted by The World Peace Prayer Society, as well as other groups and individuals. Rotary International has been involved in the project for many years. There are currently 25,000 peace poles in nearly every country in the world dedicated as monuments to peace.

On June 3, 2019, the Surprise Arts & Cultural Advisory Commission unanimously voted to recommend the acceptance of the work of art donation from the Rotary Club of Surprise, and to install the piece on the eastern side of the reflection circle at the center of Statler Plaza, in front of the Public Safety building.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.

The Commission recommends that the City accept a donation of a piece of art from the Rotary Club of Surprise, titled "May Peace Prevail on Earth," and to accept the recommended location of Statler Plaza, in front of the Public Safety building, within the reflection circle. The Commission has elected to pay

the costs of installation, up to an amount not to exceed $5,000 which includes the design and construction of a concrete foundation, as well as mounting the piece to the foundation. City staff do not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (a) of the Surprise Municipal Code directs the Arts & Cultural Advisory Commission to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.

Financial Impact:

As this item pertains to a donation to the City, no costs will be incurred for the procurement of the art piece. However, the Arts & Cultural Advisory Commission has elected to pay for the cost of installation, up to an amount not to exceed $5,000.

Budget Impact:

All associated costs for installation will be funded by the *Professional Outside Svcs - Other* line item in the Arts & Culture budget.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Art Donation Agreement COS-Rotary
2. 20190628_174145
3. Artwork Recommended Location
4. Dougherty Builders Estimate Art Base

ART DONATION AGREEMENT

This Art Donation Agreement ("Agreement") is made this ____ day of _____ ("Effective Date"), by and between the City of Surprise, Arizona, an Arizona municipal corporation ("City"), and the Rotary Club of Surprise Community Foundation, Inc., an Arizona nonprofit corporation ("Donor").

WHEREAS, the City and the Donor believe that this art donation enhances the aesthetic character of the community and advances the public understanding of art;

WHEREAS, the Donor wishes to donate to the City for use as public art an item which is more specifically described in **Exhibit A** ("Work"), incorporated by this reference, and the Donor has complied with the review processes of the City and the City's Arts and Cultural Advisory Commission ("Commission"); and

WHEREAS, the City is willing to accept the donation under the terms and conditions herein;

THEREFORE, the parties agree as follows:

1. The Donor acknowledges that the City of Surprise Public Art Policies & Procedures Guide, as approved by the Surprise City Council on May 16, 2017 ("Guide"), governs this Agreement and may be used to determine the suitability, appropriate location, maintenance, safety, acceptance, and de-accession of the Work.

2. The Donor hereby irrevocably donates and conveys title to the Work to the City. The donation shall be effective as of the Effective Date.

3. The Donor certifies that the Work is free of encumbrances and does not infringe upon any copyrights.

4. The City may remove or de-accession the Work at its sole discretion. The City will give the Donor the first right of refusal to reacquire the donated Work pursuant to the terms and conditions established by the City.

5. The Donor agrees to comply with all requirements of the City and of the Commission as described in the Donor's application attached as **Exhibit B**, incorporated by this reference, including, but not limited to: installation, inspections, liability insurance during installation, safety, ADA compliance, interference with City facilities and utilities, and agreed future maintenance, prior to acceptance by the City. These requirements were determined during the Commission and City staff and stakeholder review process.

6. The Donor shall maintain and/or provide the costs to maintain the Work after installation in perpetuity. The Donor shall, at a minimum, repair and/or provide the costs to repair the Work for any damage or cleaning needed caused by vandalism or other similar illegal acts and for any acts of God in perpetuity.

7. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

8. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

9. The Donor agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Donor. This Indemnification provision shall survive the termination of this Agreement.

10. The parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the court.

11. The parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS § 12-341.01(A) and (B), or pursuant to any other state or federal statute.

12. This Agreement is subject to the laws of the State of Arizona and any suit brought related to this Agreement may only be brought in a court in Arizona.

DONOR:

DATED this ____ day of _____, 2019.

By: _____

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

_____ _____
[Seal] Notary Public

CITY OF SURPRISE:

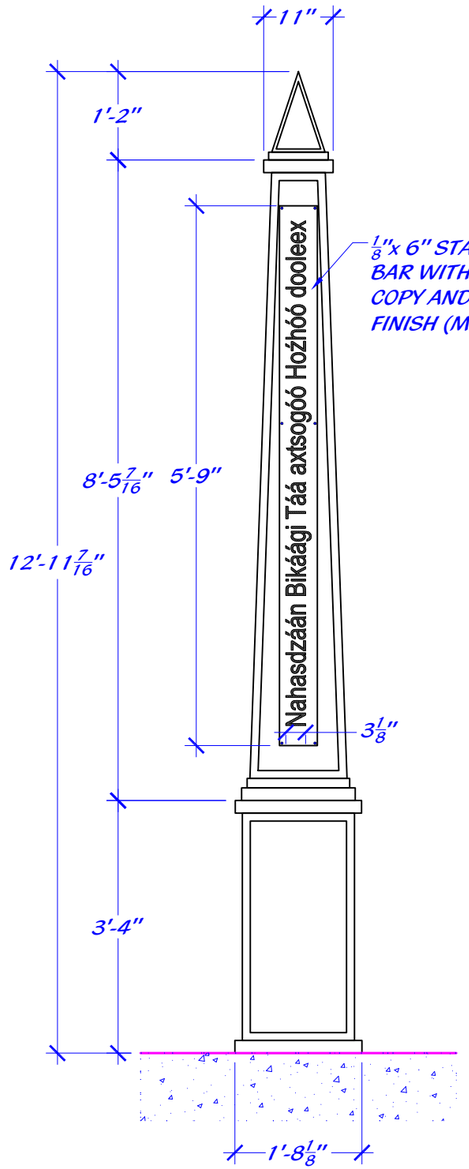
DATED this ____ day of _____, 2019.

_____
Mayor, Skip Hall

ATTEST: APPROVED AS TO FORM:

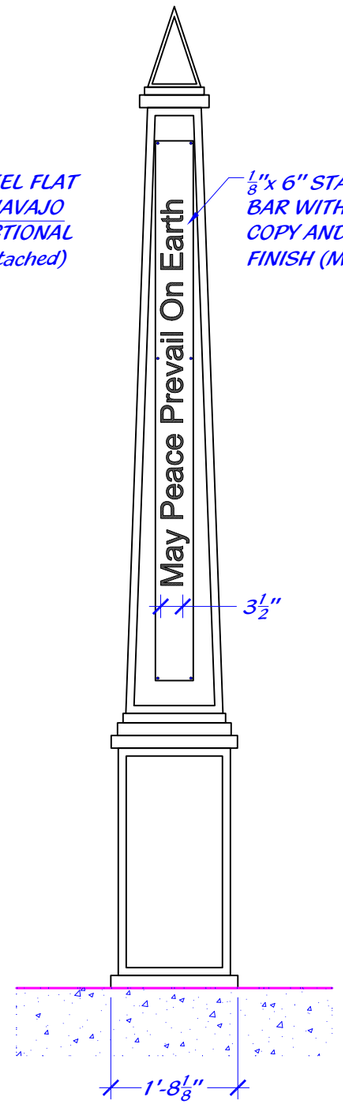
_____ _____
City Clerk, Sherry Aguilar City Attorney's Office

EXHIBIT A - WORK



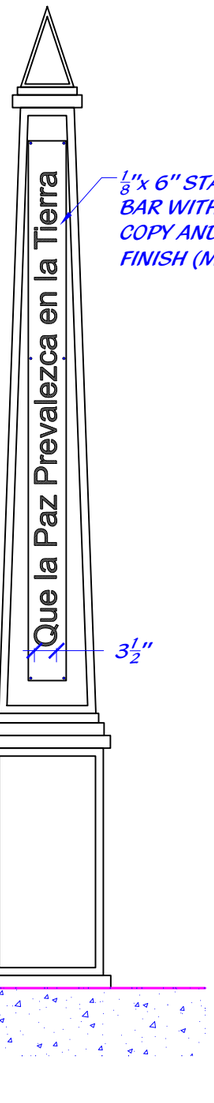
1/8"x 6" STAINLESS STEEL FLAT BAR WITH CUT-OUT NAVAJO COPY AND NON DIRECTIONAL FINISH (Mechanical Attached)

1 SIDE VIEW
Scale: 1/2"=1'



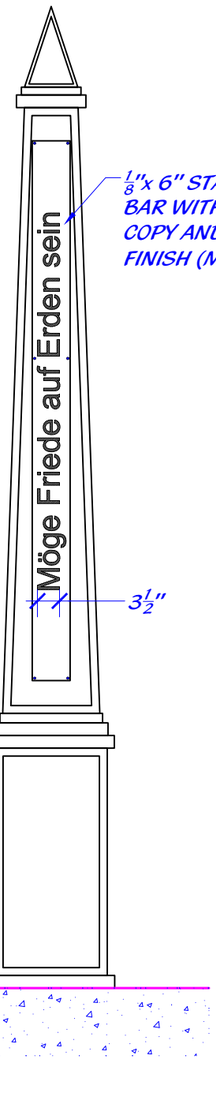
1/8"x 6" STAINLESS STEEL FLAT BAR WITH CUT-OUT ENGLISH COPY AND NON DIRECTIONAL FINISH (Mechanical Attached)

2 FRONT VIEW
Scale: 1/2"=1'



1/8"x 6" STAINLESS STEEL FLAT BAR WITH CUT-OUT SPANISH COPY AND NON DIRECTIONAL FINISH (Mechanical Attached)

3 SIDE VIEW
Scale: 1/2"=1'



1/8"x 6" STAINLESS STEEL FLAT BAR WITH CUT-OUT GERMAN COPY AND NON DIRECTIONAL FINISH (Mechanical Attached)

4 BACK VIEW
Scale: 1/2"=1'

QTY: 1 EA

E2 Innovations, Inc.
4001 North 28th Ave
Phoenix Arizona 85017
P- (602) 212-9515
f - (602) 212-9512

Revised: 1-28-19

Project Info

ROTARY CLUB
Peace Pole

FILE NAME: G:\Customer Projects\Rotary Club\A7484 - Peace Obelisk\Peace Obelisk 4-30-18.dwg

Checked: E. BOLZE
Job No A7484

Drawn by: C. RIOS
Date: 4-30-18

This document, and the designs and fabrication information incorporated herein, are the exclusive property of E2 Innovations, Inc. and are not to be used in whole or in part for construction of this or any other project without the written authorization from an officer of E2 Innovations, Inc.

1.0
Sheet Number

EXHIBIT B - APPLICATION

March, 2019

Donor Information

Name of donating individual or organization: Rotary Club of Surprise

Address: P.O. Box 7248, Surprise, Arizona, 85374

Telephone: (623) 734-5438

Email: jaypatfan@hotmail.com

Contact Person: Jay Lickus, President, Rotary Club of Surprise

Address: P.O. Box 7248, Surprise, Arizona, 85374

Telephone: (623) 734-5438

Email: jaypatfan@hotmail.com

Provenance (history of ownership): Rotary Club of Surprise

State how this donation will enhance the City's public art collection:

A Peace Pole is an internationally-recognized symbol of the entire human family. Each peace pole bears the message ***May Peace Prevail on Earth*** in different languages on each of its four or six sides. The idea of Peace Poles was first thought up by Masahisa Goi in 1955 in Japan. The Peace Pole Project today is promoted by The World Peace Prayer Society as well as other groups and individuals. Rotary International has been involved in the project for many years. There are currently 25,000 peace poles in nearly every country in the world dedicated as monuments to peace. When we plant a peace pole in our community we are linking with people all over the world who have planted peace poles in the same spirit of peace and brotherhood.

Each peace pole may be purchased as a simple plastic structure or hand-crafted locally, displaying the languages that are meaningful to our organization. Our club chose to create a unique and powerful piece of artwork as a statement of the passion and commitment of the membership of our local Rotary Club to worldwide peace. Thus, we have had a singular monument created by local metal artist Joe Tyler with the support of Eric Bolze at E2 Innovations.

It is our desire to strengthen our club's relationship with the community and the City of Surprise by donating the piece to the city's public art collection and have it displayed in a highly public

location knowing this peace pole will be an inspiration to everyone who sees it every day, as well as to other people/organizations that may decide to join the peace pole movement.

This piece will enhance the public art collection several ways. Not only is it a beautiful piece of artwork but it serves a cultural purpose as well.

1. It's tie-in to the international piece movement adds validity to the City of Surprise as a "Golden Rule" city. Surprise is a great young town that appreciates and supports its citizens and that shows through their relationship with local non-profit resources like the Rotary Club of Surprise.
2. It's intrinsic structure and texture exemplify strength and power.
3. Created by local artist.
4. Strengthens relationship with community by working with local non-profit.
5. Constructed in local natural resources - steel and copper - materials that reflect the background of the Arizona cultural economy.
6. The four languages are the most prevalent spoken in Arizona: English, Spanish, Navajo and German lending credence to the historic value of these nationalities to the growth and strength of Surprise and Arizona.
7. It would be virtually cost free to the city. The artwork is simple, easy to maintain and the Rotary Club of Surprise could handle the annual maintenance and cover costs.

Identification

Title of Work and Year of Completion: May Peace Prevail on Earth - 2019

Artist's Name: Joe Tyler

Address: [redacted]

Telephone: [redacted]

Email: [redacted]

Artwork Information

Height: Approx. 13' **Width:** Approx. 20" Varying

Depth with base: NA

Depth without base: NA

Appraised value of work being donated: Approximately $10,000

Source and date of appraisal: Artist

Materials and finishes used:
16 Gauge steel plate, 1/2" angle iron, 11/4" angle iron & 1/8" stainless steel flat bar
Weight: Approximately 225lbs

See attached technical drawing

Fabrication information

Name of fabricator:

Joe Tyler Artist
Eric Bolze – E2 Innovations
Address: 4001 N 28th Avenue, Phoenix, Arizona, 85017
Telephone: (602) 212-9515
Email: eric@e2innovations.com
Fax: (602) 212-9512

Welding or joining material(s):

See attached technical drawing

Construction techniques used:

See attached technical drawing

Placement of the Art

If a site is proposed, discuss how the proposed site will be improved or enhances by installation of the work of art:

A primary site has been targeted on the City of Surprise City Hall complex campus, the hub and virtual center of the city. The artwork structure will be erected in the semi-circular pedestrian area just west of the grass area of West Statler Plaza off of North Civic Center Plaza Drive. This area is located between the City Hall Building and the new Ottawa University building (see map). Currently this courtyard is an open area of colored concrete and an access road for short term deliveries. It is predominately a pedestrian walkway.

There is an 8 to 10-foot circular concrete base with a tall light fixture monument sign with plaques stating "City of Surprise City Hall." This sign is located close to the North Civic Center Plaza Drive.

The peace pole would be located at the west end of the concrete "triangle shape" where the city monument sign exists. It would be an excellent complement to the city signage; even more so if a future lighting feature is added to the pole. The city sign is concrete and steel which is a great counterpart to the rusted steel facade of the peace pole. The addition of the peace pole would increase pedestrian traffic to the area and the other artistic elements of the complex courtyard. The peace pole natural patina would also accentuate the multiple textures of the surrounding sandstone and reddish colored block walls and columns.

Provide ownership information for the site, owner consent and reasons why the proposed site was selected.

The site is owned by the City of Surprise. There were several other proposed sites including the Surprise Community Garden at Benevilla, the NW corner on Bullard adjacent to the main entrance of Surprise Stadium and the central median of the newly paved North Civic Center Drive where it intersects with West Paradise Lane just North of the City Hall complex. This site was chosen over the others because of the greater pedestrian visibility and subsequent growth impact on pedestrian visitation to the location when the peace pole is in place.

Maintenance

Description of how materials and other aspects of the work take into consideration the weathering process as part of overall visual impact. Describe the type of environment for which the work is best suited.

The basis of the peace pole is fabricated from steel plate and will be allowed to weather naturally to a striking rust patina. Similar effect can be seen in other local art pieces by Joe Tyler including the "Learning Tree" sculpture near the Surprise Library and the monument piece in front of Fire & Medical Station #301. The 4 language panels will be mechanically attached polished stainless steel and raised approximately ¼ inch off of the structure for added depth and contrast. There will be additional attached stainless steel panels with Rotary and City of Surprise logos based on future enhancement discussions between the Rotary Club of Surprise and the SA&CAC. The weathering of the basic structure will further enhance the character and impact of the language panels as time progresses.

Description of foundation specifications – the method and materials used in securing the work of art at the proposed site:

The structure can be attached directly to the existing concrete with welded steel tab footings as used on the Station #301 monument.

Description of maintenance methods, materials and procedures recommended for maintenance of the artwork:

There will be annual visual inspections of the artwork by the Rotary Club of Surprise but virtually no maintenance of the piece will be needed for at least the first 10 years or longer. At a point in the future when the patina is considered "perfect" a clear finish of flat or satin aliphatic polyurethane could be applied to maintain structural integrity and the patina. This can be applied by brush and roller or by air assisted spray techniques.

Estimated cost of maintenance, and the type and frequency of routine maintenance needed.

$0

Additional Information

Location and description of signature marking: lower base plates

Other relevant information about the work that the donor feels should be presented during review:

Options and future considerations of enhancements to the peace pole include:

- The addition of a brick/block apron around the art piece. The first five bricks being inscribed with the names of Paul P. Harris, Gustavus Loehr, Silvester Schiele, Hiram E Shorey and Harry Ruggles, the first Rotarians. These five men came together in 1905 as business associates and their ideas eventually led to an international organization of service and fellowship known today as the Rotary Club International.
- The addition of a top light with a beam similar to the Twin Towers Memorial burning day and night to commemorate the commitment of our partnership to bring peace to the world.
- The addition of a percussion park area around the structure to further enhance public interaction and draw youth to the artwork and the message of peace it bears.

"The Rotary Club of Surprise peace pole will stand as a reminder of an individual's social responsibility as a community member. It will stand as a reminder that it takes action from each individual to create a peaceful community, nation and world."

Möge Friede auf Erden sein
Nahasdzáán Bikáágí Táá axtsogóó Hozhóó dooleex

W Statler Plaza
W Statler Plaza
Statler Plaza
Statler Plaza

ESTIMATE

Dougherty Builders Inc.
8527 W. Cavalier Dr.
Glendale Az. 85305
623-694-1017 Cell 623-872-9721 Fax

To: City of Surprise
Attention to : Jeff Martin

ESTIMATE DATE	ESTIMATE NUMBER	PROJECT
7/19/19	7/19-01	Art base

ITEM #	DESCRIPTION	QUANTITY
	Material and labor ;	
	Dig ftg, 4x4x2 & remove spoils	
	Install rebar	
	Form footing to grade	
	Place and finish concrete	
	Electrical by city	N/A
	Total this estimate	$3806.00

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A15" dated May 24, 2019, a property generally located north of Happy Valley Road and east of 147th Avenue.

Motion:
I move to approve the Final Plat entitled, "Rancho Mercado Parcel A15" dated May 24, 2019.

Background:
William Lyon Homes. on behalf of Brookfield Holdings (Mercado) LLC., requests approval of a Final Plat to allow for the development of a single-family residential subdivision on approximately 16.68 acres in Parcel A15 of the Rancho Mercado PAD, generally located north of Happy Valley Road and east of 147th Avenue.

Objective Analysis:
This Final Plat will create 83 lots and a total density of 4.97 dwelling units per acre which is consistent with the approved Rancho Mercado PAD.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports uses such as that proposed.

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

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

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

ATTACHMENTS:
1. 00 - FS18-547 - RM A15 - Final Plat - Staff Report

2. 01 - FS18-547 - RM A15 - Final Plat
3. FS18-547 - RM A15 - Final Plat - PowerPoint

SURPRISE
ARIZONA

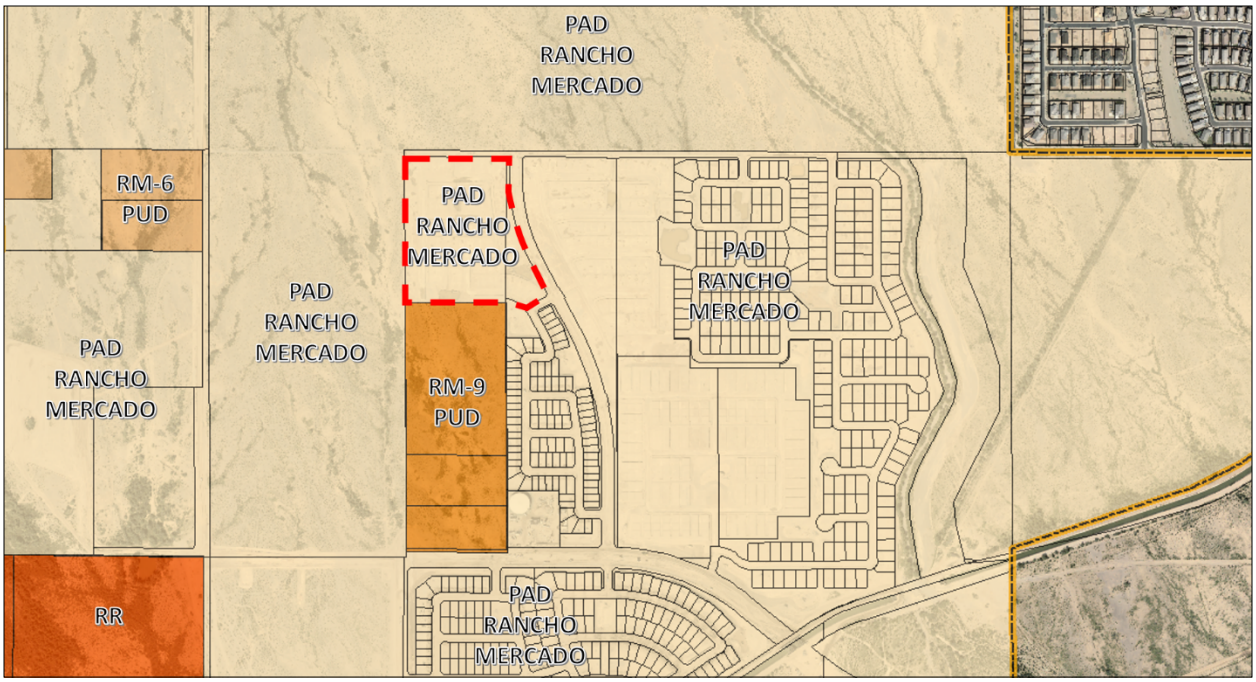
Final Plat

REPORT TO THE CITY COUNCIL

Case:	**FS18-547**
Project Name:	Rancho Mercado Parcel A15
Council District:	**1** – ACACIA
Meeting Date:	**August 6, 2019**
Planner:	Sergio Angulo

Owner:	Brookfield Holdings (Mercado) LLC.
Applicant:	William Lyon Homes
Request:	Final Plat for 83 Lots.
Site Location:	Generally north of Happy Valley Road and east of 147th Avenue.
Site Size:	16.68 Acres
Density:	4.97 Dwelling Units per Acre
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-547.
Support/Opposition:	None known.
Recommendation:	None.

Existing Land Zoning:



PAD (LDR)	PAD (LMDR)	PAD (EDU)
PAD (LDR)	**PAD (MDR)**	PAD (MDR)
PAD (LDR)	RM-9 PUD	PAD (MDR)

Background:

November 10, 2007: The subject property was annexed into the City of Surprise by the Mayor and City Council.

October 11, 2007: The Mayor and City Council approved the Rancho Mercado Planned Area Development (PAD).

December 8, 2010: The Community Development Director approved a Minor Amendment to the Rancho Mercado PAD which included a revision to the lot category from Z-Lots to 45'x95' lots on the subject property.

January 5, 2016: The Mayor and City Council approved the Preliminary Plat for Rancho Mercado Unit 1 which includes the subject property.

March 10, 2016: A Concept Review meeting was held for the current proposal under case CR16-094.

October 12, 2018: The applicant filed a related request for a Final Plat under case FS18-547, the subject case.

Project Description:

William Lyon Homes on behalf of Brookfield Holdings (Mercado) LLC., requests approval of a Final Plat to allow for the development of a single-family residential subdivision on approximately 16.68 acres in Parcel A15 of the Rancho Mercado PAD, generally located north of Happy Valley Road and east of 147th Avenue.

The subject property is zoned PAD with a land use designation of Median Density Residential. This development proposes 83 single-family homes and a total density of 4.97 dwelling units per acre which is consistent with the Rancho Mercado PAD.

This Final Plat application is in conformance with the Preliminary Plat approved on January 5, 2016 under case FS15-069.

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Rancho Mercado PAD.
- The proposed Final Plat is in substantial conformance with the Preliminary Plat case FS15-069.

Attachments:

01 Final Plat

Enclosure:

Sealed mylars

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FINAL PLAT

OF

RANCHO MERCADO PARCEL A15

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A15", LOCATED WITHIN A PORTION OF THE THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF "RANCHO MERCADO PARCEL A15" 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 FINAL PLAT.
2. "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
3. 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.
4. "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 FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
5. "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL 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.
6. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL 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 FACILITY.
7. 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 FINAL PLAT OR ANY PARCEL OR LOT THEREOF.
8. "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
9. "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.
10. THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
11. ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
12. TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
13. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
14. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

IN WITNESS WHEREOF:

OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS_____ DAY OF_____, 2019.

BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY _____ ITS SENIOR VICE PRESIDENT
ANDREW BRAUSA

NOTARY ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF_____, 2019, BY ANDREW BRAUSA, THE SENIOR VICE PRESIDENT OF BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, KAREN BEACOM, DULY ELECTED PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

ON THIS _____ DAY OF _____, 2019, KAREN BEACOM PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC DATE

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY. OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
CITY CLERK DATE

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3-4

AREA CALCULATIONS

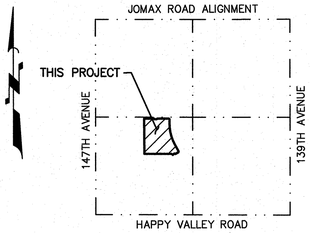
TRACTS	145,338 SQ.FT.	3.337 AC
LOTS = 83	397,818 SQ.FT.	9.133 AC
RIGHT OF WAY	183,329 SQ.FT.	4.209 AC
TOTAL	726,486 SQ.FT.	16.678 AC

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.

VICINITY MAP

SECTION 4, T4N, R1W



OWNER

BROOKFIELD HOLDINGS (MERCADO) LLC,
A DELAWARE LIMITED LIABILITY COMPANY
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
PHONE NO: 212-301-2393
CONTACT: ANDREW BRAUSA, SENIOR VICE PRESIDENT

RELEASE OF LIABILITY

1. BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIRFORCE ("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.
2. BROOKFIELD HOLDINGS (MERCADO) 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.
3. BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT OF WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

100 YEAR ASSURED WATER SUPPLY LANGUAGE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

GENERAL NOTES

1. IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
2. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
3. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
5. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
7. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO.04013C1230L, 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.
8. 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.
9. 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.
10. DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE FS15-069 OR AS SUBSEQUENTLY AMENDED.
11. TEMPORARY TURN-AROUND EASEMENT WITHIN TRACT A5 TO BE ABANDONED ONCE N 144TH LANE HAS BEEN EXTENDED THROUGH TO FUTURE PARCEL.

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54'
THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867.
PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00°00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF MAY, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206

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.

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480.218.8831

COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO PARCEL A15
CITY OF SURPRISE, ARIZONA

MAY 2019

REVISIONS:

ATWELL

PM.	J. SPRING
DR.	R. GILES
JOB NO.	09001944
	N.T.S.
	09001944 FP A15.DWG
SHEET NO.	1 OF 4

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LEGAL DESCRIPTION

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

COMMENCING AT A FOUND 2" MARICOPA COUNTY ALUMINUM CAP STAMPED RLS 35832, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND MARICOPA COUNTY BRASS CAP IN HANDHOLE STAMPED D.O.T. 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54'

THENCE ALONG THE WEST–EAST MID–SECTION LINE OF SAID SECTION 4, S89°46'48"E, 1313.95 FEET;

THENCE, LEAVING SAID WEST–EAST MID–SECTION LINE OF SAID SECTION 4, S00°09'27"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE, S89°46'48"E A DISTANCE OF 266.89 FEET;

THENCE, S44°46'48"E A DISTANCE OF 9.19 FEET;

THENCE, S89°46'48"E A DISTANCE OF 74.00 FEET;

THENCE, N45°13'12"E A DISTANCE OF 9.19 FEET;

THENCE, S89°46'48"E A DISTANCE OF 316.82 FEET;

THENCE, S44°46'48"E A DISTANCE OF 22.63 FEET;

THENCE, S00°13'12"W A DISTANCE OF 126.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 569.91 FEET, WITH A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 28°38'37";

THENCE, S28°25'25"E A DISTANCE OF 222.86 FEET;

THENCE, S16°34'35"W A DISTANCE OF 22.63 FEET;

THENCE, S61°34'35"W A DISTANCE OF 91.24 FEET;

THENCE, N80°05'05"W A DISTANCE OF 13.24 FEET;

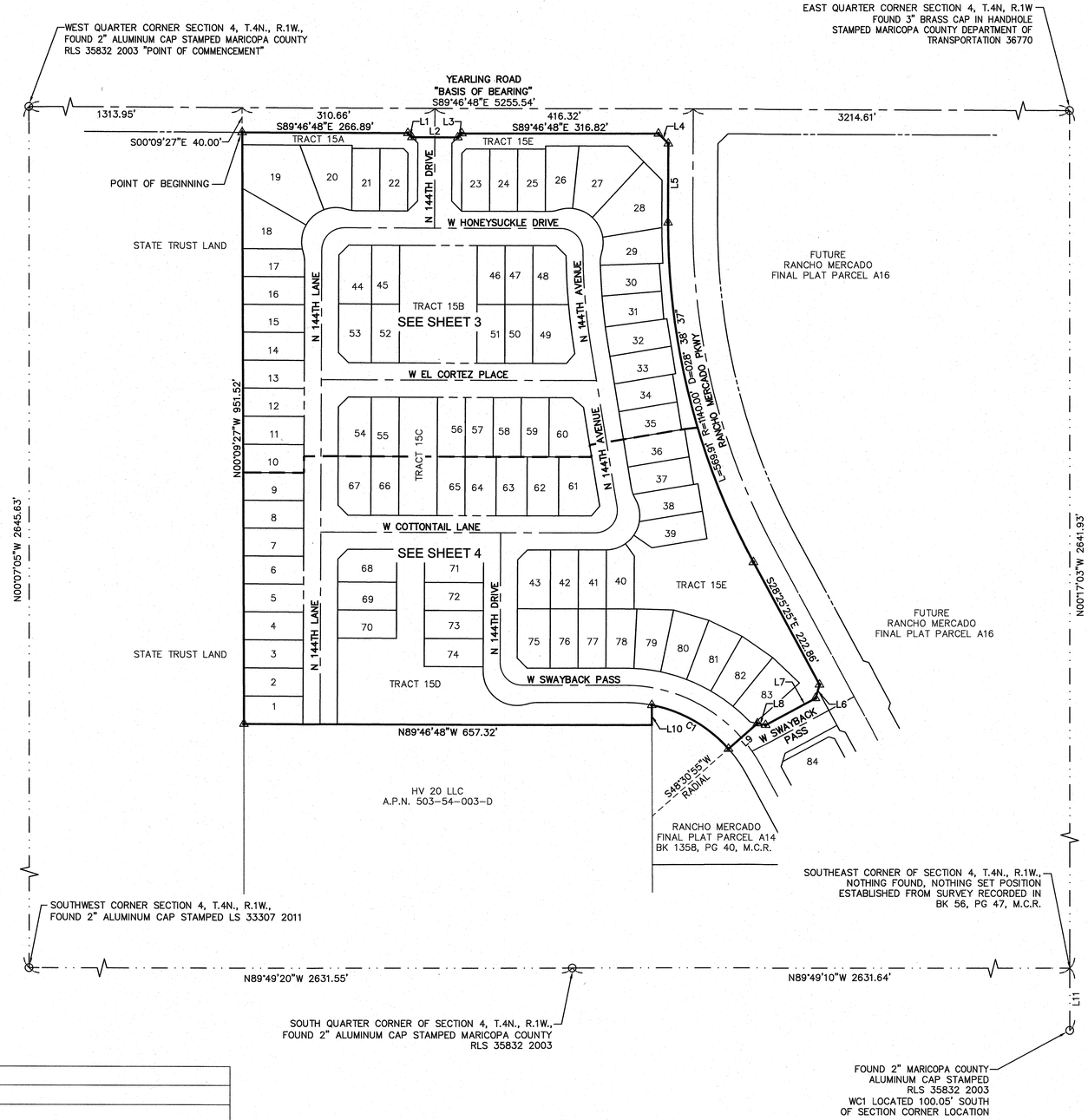
THENCE, S48°30'55"W A DISTANCE OF 62.24 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 144.90 FEET, WITH A RADIUS OF 222.50 FEET AND THE RADIAL BEARING OF S48°30'55"W AND A CENTRAL ANGLE OF 37°18'47";

THENCE, S00°10'38"E A DISTANCE OF 32.43 FEET;

THENCE, N89°46'48"W A DISTANCE OF 657.32 FEET;

THENCE, N00°09'27"W A DISTANCE OF 951.52 FEET TO THE POINT OF BEGINNING.



LEGEND

	SUBDIVISION BOUNDARY
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY LINE
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	ALIQUOT SECTION LINE
▲	SUBDIVISION CORNER TO BE SET
○	FOUND MONUMENT AS NOTED
◉	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
①	30'x30' SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
M.O.D.	MAP OF DEDICATION
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT–OF–WAY
FBSL	FRONT BUILDING SETBACK LINE
D	DELTA
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
Ⓡ	RADIAL BEARING
FP	FINAL PLAT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°46'48"E	9.19'
L2	S89°46'48"E	74.00'
L3	N45°13'12"E	9.19'
L4	S44°46'48"E	22.63'
L5	S00°13'12"W	126.79'
L6	S16°34'35"W	22.63'
L7	S61°34'35"W	91.24'
L8	N80°05'05"W	13.24'
L9	S48°30'55"W	62.24'
L10	S00°10'38"E	32.43'
L11	N00°01'03"E	100.05'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	144.90'	222.50'	037°18'47"

TRACT TABLE

PARCEL TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 15A	7,555	0.173	OPEN SPACE, PUE AND COMMUNITY AMENITIES
TRACT 15B	23,745	0.545	OPEN SPACE, DRAINAGE, PUE, RECREATION AND COMMUNITY AMENITIES
TRACT 15C	11,715	0.269	OPEN SPACE, DRAINAGE, PUE AND COMMUNITY AMENITIES
TRACT 15D	44,835	1.029	OPEN SPACE, DRAINAGE, PUE, COMMUNITY AMENITIES AND TEMPORARY TURN–AROUND EASEMENT
TRACT 15E	57,488	1.320	OPEN SPACE, DRAINAGE, PUE AND COMMUNITY AMENITIES
TOTAL	145,338	3.337	

CITY OF SURPRISE CASE ZONING

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE FS10–210 OR AS SUBSEQUENTLY AMENDED.

ATWELL
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4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8531

COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO PARCEL A15
CITY OF SURPRISE, ARIZONA

MAY 2019

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 09001944
SCALE 0 50 100
1" = 100 FEET
09001944 FP A15.DWG
SHEET NO. 2 OF 4

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 22282 JAMES G. SPRING Date Signed 5-24-19 ARIZONA, U.S.A.

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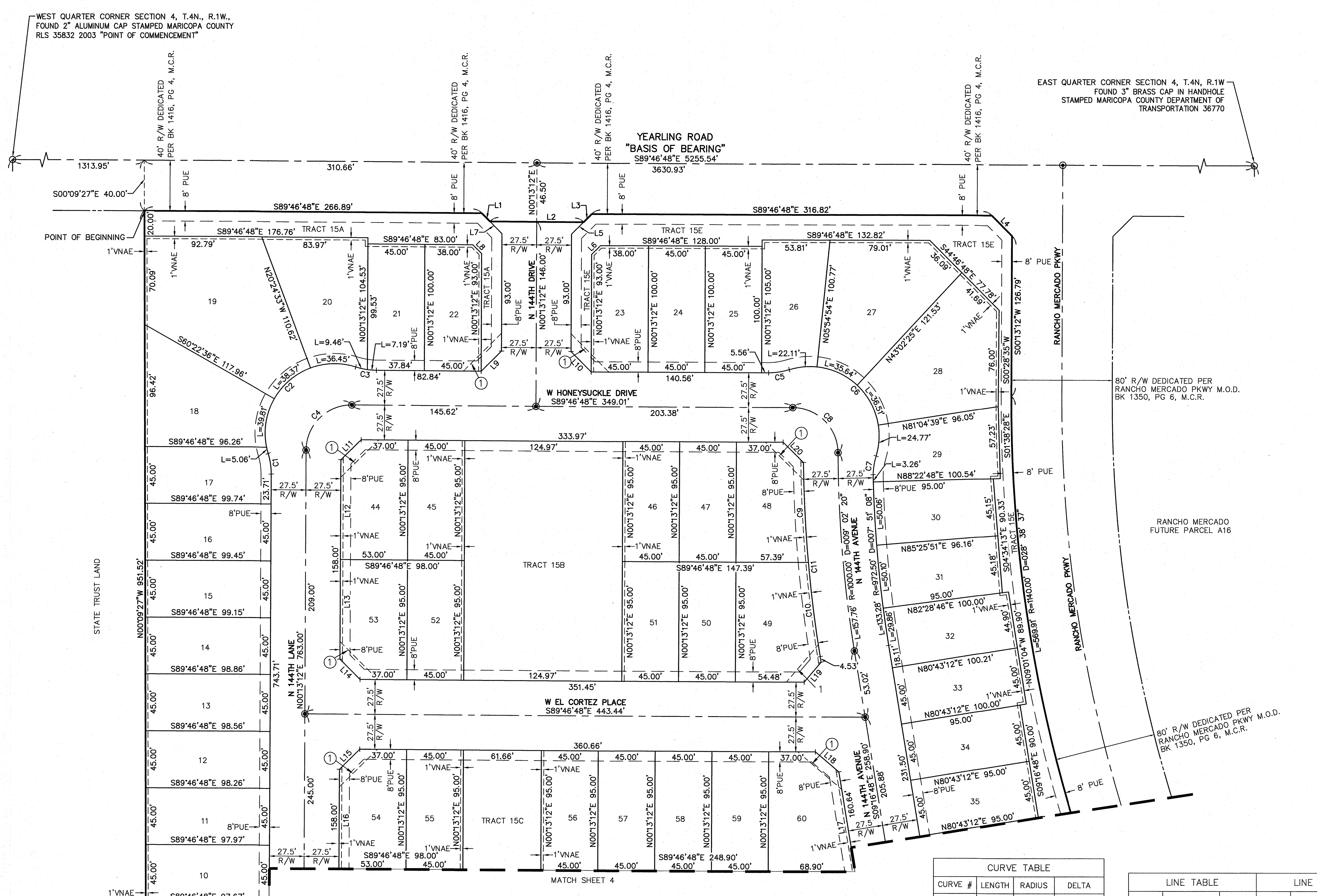

LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
10	4402	0.101	45.0'
11	4415	0.101	45.0'
12	4428	0.102	45.0'
13	4442	0.102	45.0'
14	4455	0.102	45.0'
15	4469	0.103	45.0'
16	4482	0.103	45.0'
17	4466	0.103	45.4'
18	6695	0.154	45.9'
19	11397	0.262	45.9'
20	6587	0.151	50.2'
21	4499	0.103	45.0'
22	4476	0.103	45.0'
23	4476	0.103	45.0'
24	4500	0.103	45.0'
25	4500	0.103	45.0'
26	4993	0.115	45.5'
27	8326	0.191	45.0'
28	8336	0.191	45.0'
29	4965	0.114	47.1'
30	4558	0.105	49.4'
31	4562	0.105	49.4'
32	4654	0.107	47.6'
33	4505	0.103	45.0'
34	4275	0.098	45.0'
35	4275	0.098	45.0'
44	4907	0.113	49.0'
45	4275	0.098	45.0'
46	4275	0.098	45.0'
47	4275	0.098	45.0'
48	5046	0.116	49.1'
49	5884	0.135	64.6'
50	4275	0.098	45.0'
51	4275	0.098	45.0'
52	4275	0.098	45.0'
53	4907	0.113	49.0'
54	4907	0.113	49.0'
55	4275	0.098	45.0'
56	4275	0.098	45.0'
57	4275	0.098	45.0'
58	4275	0.098	45.0'
59	4275	0.098	45.0'
60	5664	0.130	51.2'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	16.65'	55.00'	017°20'29"
C2	119.69'	55.00'	124°40'58"
C3	16.65'	55.00'	017°20'29"
C4	56.55'	36.00'	090°00'00"
C5	16.65'	55.00'	017°20'29"
C6	119.04'	55.00'	124°00'26"
C7	17.58'	55.00'	018°18'48"
C8	56.26'	36.00'	089°32'20"
C9	79.14'	1027.50'	004°24'46"
C10	75.39'	1027.50'	004°12'15"
C11	154.53'	1027.50'	008°37'01"

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N44°46'48"W	9.19'	L11	S45°13'12"W	22.63'
L2	S89°46'48"E	74.00'	L12	S00°13'12"W	79.00'
L3	N45°13'12"E	9.19'	L13	S00°13'12"W	79.00'
L4	S44°46'48"E	22.63'	L14	S44°46'48"E	22.63'
L5	N45°13'12"E	13.44'	L15	S45°13'12"W	22.63'
L6	N45°13'12"E	9.90'	L16	S00°13'12"W	79.00'
L7	S44°46'48"E	13.44'	L17	N09°16'48"W	80.32'
L8	S44°46'48"E	9.90'	L18	N49°31'48"W	24.42'
L9	N45°13'12"E	22.63'	L19	N40°28'12"E	20.68'
L10	N44°46'48"W	22.63'	L20	N44°59'54"W	22.71'

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 22282 JAMES G. SPRING Date Signed: 5-24-19 ARIZONA, U.S.A.

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COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO PARCEL A15
CITY OF SURPRISE, ARIZONA

MAY 2019

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 09001944
SCALE 0 20 40
1" = 40 FEET
09001944 FP A15.DWG
SHEET NO. 3 OF 4

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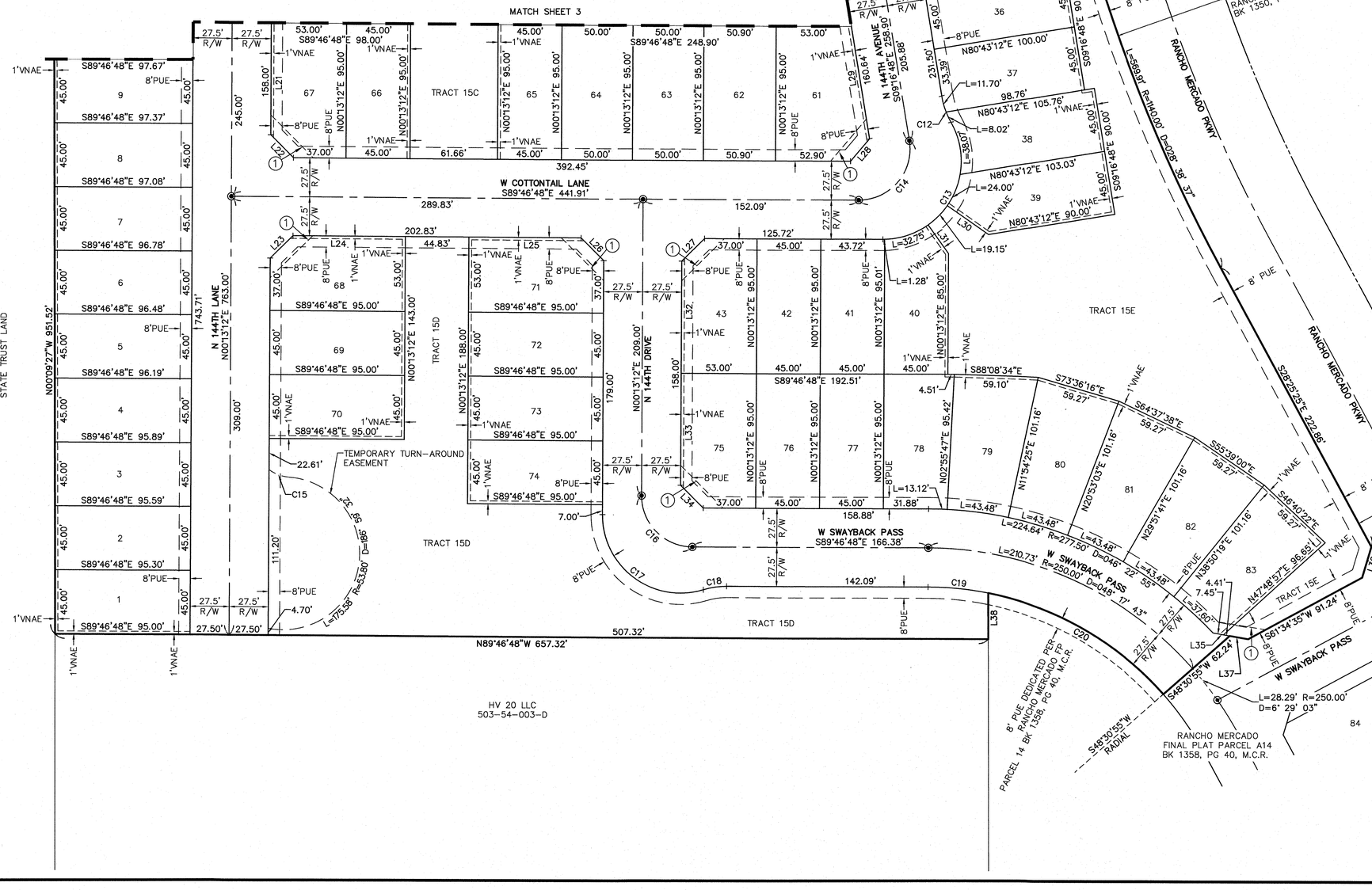
LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1	4282	0.098	45.0'	64	4750	0.109	50.0'
2	4295	0.099	45.0'	65	4275	0.098	45.0'
3	4308	0.099	45.0'	66	4275	0.098	45.0'
4	4322	0.099	45.0'	67	4907	0.113	49.0'
5	4335	0.100	45.0'	68	4907	0.113	49.0'
6	4348	0.100	45.0'	69	4275	0.098	45.0'
7	4362	0.100	45.0'	70	4275	0.098	45.0'
8	4375	0.100	45.0'	71	4907	0.113	49.0'
9	4388	0.101	45.0'	72	4275	0.098	45.0'
36	4500	0.103	45.0'	73	4275	0.098	45.0'
37	4495	0.103	45.1'	74	4275	0.098	45.0'
38	4577	0.105	45.9'	75	4907	0.113	49.0'
39	4735	0.109	45.0'	76	4275	0.098	45.0'
40	4380	0.101	45.0'	77	4275	0.098	45.0'
41	4275	0.098	45.0'	78	4491	0.103	45.6'
42	4275	0.098	45.0'	79	4985	0.114	45.4'
43	4907	0.113	49.0'	80	5154	0.118	45.4'
61	5664	0.130	63.1'	81	5154	0.118	45.4'
62	4835	0.111	50.9'	82	5154	0.118	45.4'
63	4750	0.109	50.0'	83	5141	0.118	45.4'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L21	S00°13'12"W	79.00'	L30	N55°10'28"W	35.52'
L22	S44°46'48"E	22.63'	L31	N35°13'44"W	24.79'
L23	S45°13'12"W	22.63'	L32	S00°13'12"W	79.00'
L24	N89°46'48"W	79.00'	L33	S00°13'12"W	79.00'
L25	S89°46'48"E	79.00'	L34	N44°46'48"W	22.63'
L26	N44°46'48"W	22.63'	L35	N80°05'05"W	11.86'
L27	N45°13'12"E	22.63'	L36	S16°34'35"W	22.63'
L28	N40°28'12"E	20.68'	L37	N80°05'05"W	13.24'
L29	N09°16'48"W	80.32'	L38	S00°10'38"E	32.43'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C12	19.73'	55.00'	020°33'02"
C13	115.24'	55.00'	120°03'02"
C14	62.52'	36.00'	099°30'00"
C15	15.22'	27.00'	032°17'45"
C16	56.55'	36.00'	090°00'00"
C17	103.04'	55.00'	107°20'29"
C18	16.65'	55.00'	017°20'29"
C19	42.65'	222.50'	010°58'56"
C20	144.90'	222.50'	037°18'47"



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SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO PARCEL A15
CITY OF SURPRISE, ARIZONA

MAY 2019

REVISIONS:

ATWELL

PM.	J. SPRING
DR.	R. GILES
JOB NO.	09001944
SCALE	0 20 40
	1" = 40 FEET
	09001944 FP A15.DWG
SHEET NO.	4 OF 4

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 22282 JAMES G. SPRING Date Signed 5-24-19 ARIZONA U.S.A.

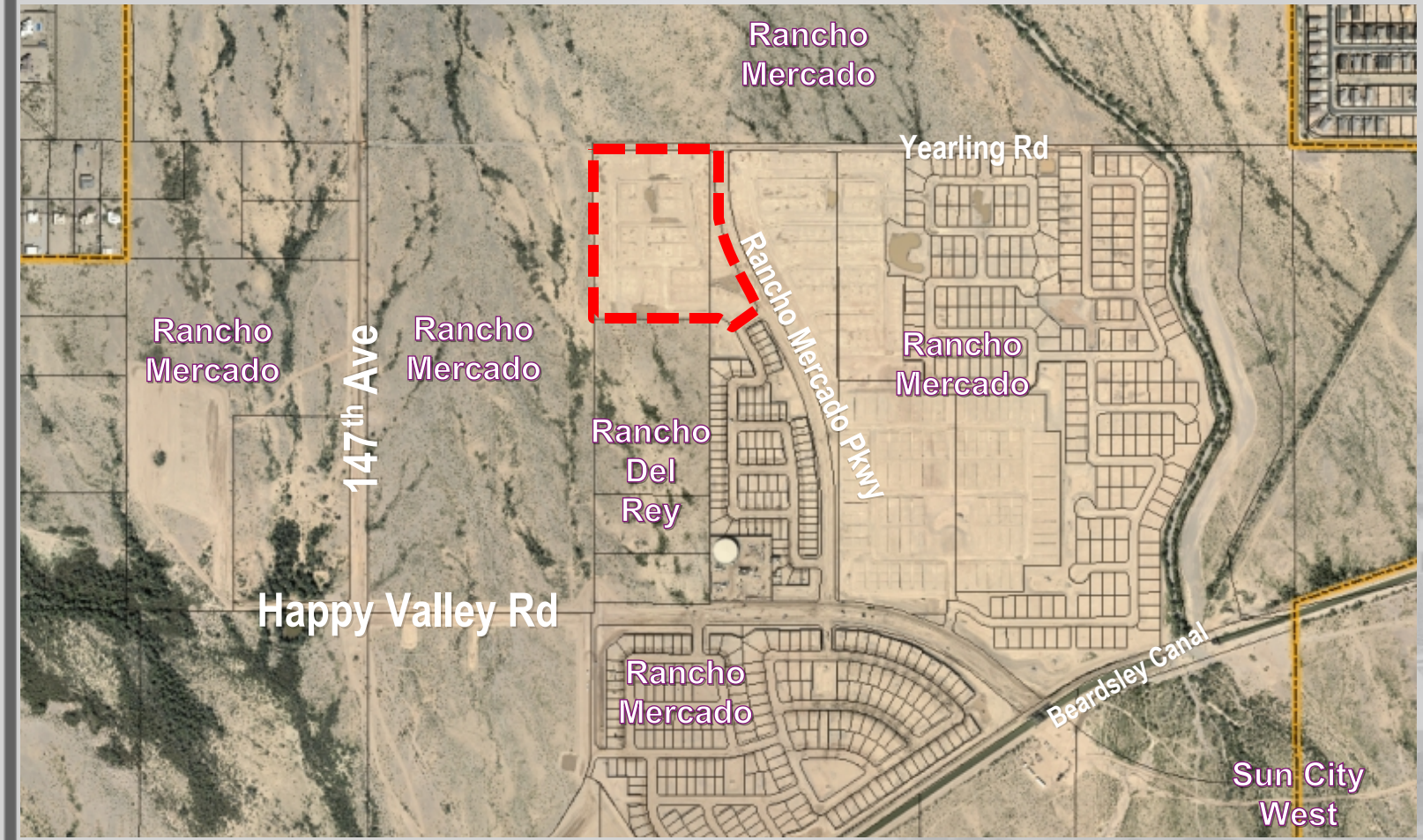
K:\09001944\DWG\SURVEY\FINAL PLAT\A15\09001944 FP A15.DWG SAVEDATE:5/23/2019 1:51 PM PLOTDATE:5/24/2019 8:11 AM

SURPRISE
ARIZONA

Rancho Mercado A15 Final Plat

City Council

August 6, 2019



VICINITY MAP

FINAL PLAT

LEGAL DESCRIPTION

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

COMMENCING AT A FOUND 2" MARICOPA COUNTY ALUMINUM CAP STAMPED RLS 35832, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND MARICOPA COUNTY BRASS CAP IN HANDHOLE STAMPED S.O.T. 56770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5268.54';

THENCE ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E, 1313.85 FEET;

THENCE, LEAVING SAID WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°09'21"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE, S89°46'48"E A DISTANCE OF 286.89 FEET;

THENCE, S44°46'48"E A DISTANCE OF 8.19 FEET;

THENCE, S89°46'48"E A DISTANCE OF 74.00 FEET;

THENCE, N45°13'12"E A DISTANCE OF 8.19 FEET;

THENCE, S89°46'48"E A DISTANCE OF 316.62 FEET;

THENCE, S44°46'48"E A DISTANCE OF 22.63 FEET;

THENCE, S00°13'12"W A DISTANCE OF 126.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 569.91 FEET, WITH A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 28°38'37";

THENCE, S28°25'25"E A DISTANCE OF 222.86 FEET;

THENCE, S16°34'35"W A DISTANCE OF 22.63 FEET;

THENCE, S61°34'35"W A DISTANCE OF 81.24 FEET;

THENCE, N89°55'08"W A DISTANCE OF 15.24 FEET;

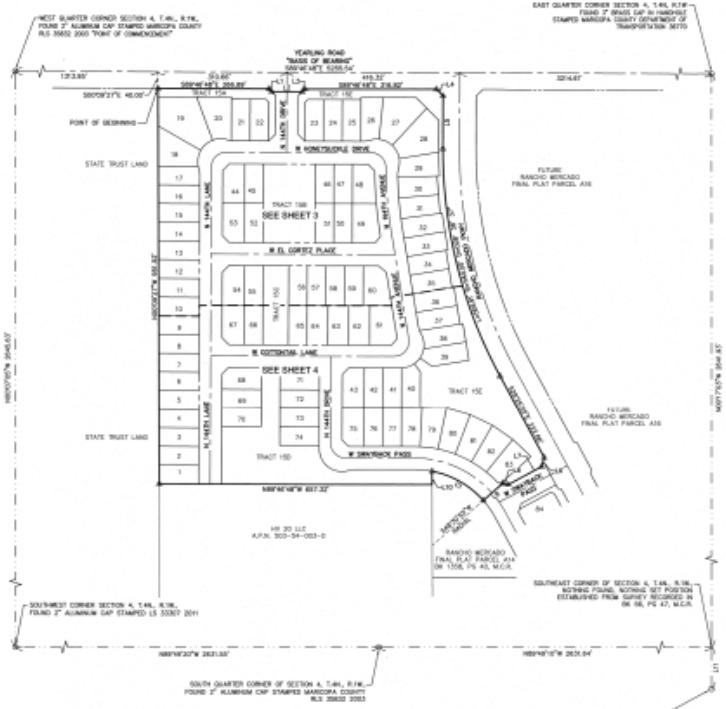
THENCE, S48°30'35"W A DISTANCE OF 62.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 144.90 FEET, WITH A RADIUS OF 222.50 FEET AND THE RADIAL BEARING OF S48°30'35"W AND A CENTRAL ANGLE OF 37°18'47";

THENCE, S00°13'28"E, A DISTANCE OF 32.45 FEET;

THENCE, N89°46'48"W A DISTANCE OF 497.32 FEET;

THENCE, N00°09'21"W A DISTANCE OF 951.52 FEET TO THE POINT OF BEGINNING.



LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- ALIQUOT SECTION LINE
- SUBDIVISION CORNER TO BE SET
- FOUND MONUMENT AS NOTED
- CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
- 30'x30' SIGHT VISIBILITY EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- M.O.S. MAP OF DEDICATION
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY
- FBSL FRONT BUILDING SETBACK LINE
- Δ DELTA
- C1 CURVE TABLE NUMBER
- L1 LINE TABLE NUMBER
- RADIAL BEARING
- FP FINAL PLAT

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S44°46'48"E	8.19'
L2	S89°46'48"E	74.00'
L3	N45°13'12"E	8.19'
L4	S44°46'48"E	22.63'
L5	S00°13'12"W	126.79'
L6	S16°34'35"W	22.63'
L7	S61°34'35"W	81.24'
L8	N89°55'08"W	15.24'
L9	S48°30'35"W	62.24'
L10	S00°13'28"E	32.45'
L11	N89°46'48"W	100.85'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	144.90'	222.50'	037°18'47"

TRACT TABLE

TRACT	AREA SQ FT	AREA ACRES	PARCEL TABLE USAGE
TRACT 15A	7,500	0.173	OPEN SPACE, PUE AND COMMUNITY AMENITIES
TRACT 15B	20,748	0.645	OPEN SPACE, DRAINAGE, PUE, RECREATION AND COMMUNITY AMENITIES
TRACT 15C	11,715	0.269	OPEN SPACE, DRAINAGE, PUE AND COMMUNITY AMENITIES
TRACT 15D	44,835	1.029	OPEN SPACE, DRAINAGE, PUE, COMMUNITY AMENITIES AND TEMPORARY TURN-AROUND EASEMENT
TRACT 15E	57,466	1.320	OPEN SPACE, DRAINAGE, PUE AND COMMUNITY AMENITIES
TOTAL	145,338	3.337	

CITY OF SURPRISE CASE ZONING

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE P19-210 OR AS SUBSEQUENTLY AMENDED.

ATWELL

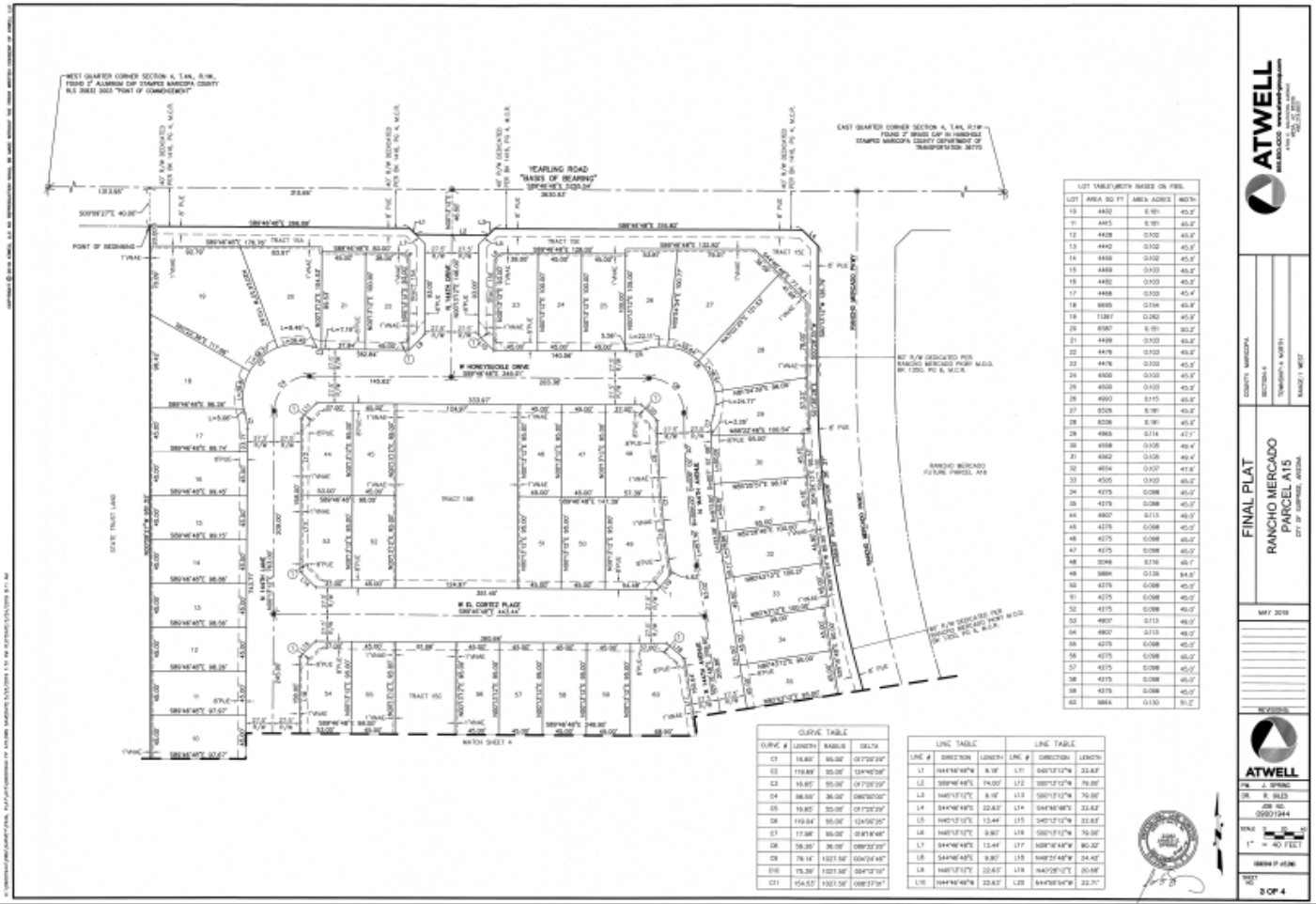
FINAL PLAT
RANCHO MERCADO PARCEL A15
CITY OF SURPRISE, ARIZONA

COUNTY: MARICOPA
SECTION 4
TOWNSHIP 4 NORTH
RANGE 1 WEST

MAY 2019

ATWELL
PM: J. SPRING
DR: R. GILES
JOB NO. D9081944
SCALE: 1" = 100 FEET
DESIGN BY ATWELL
SHEET NO. 2 OF 4

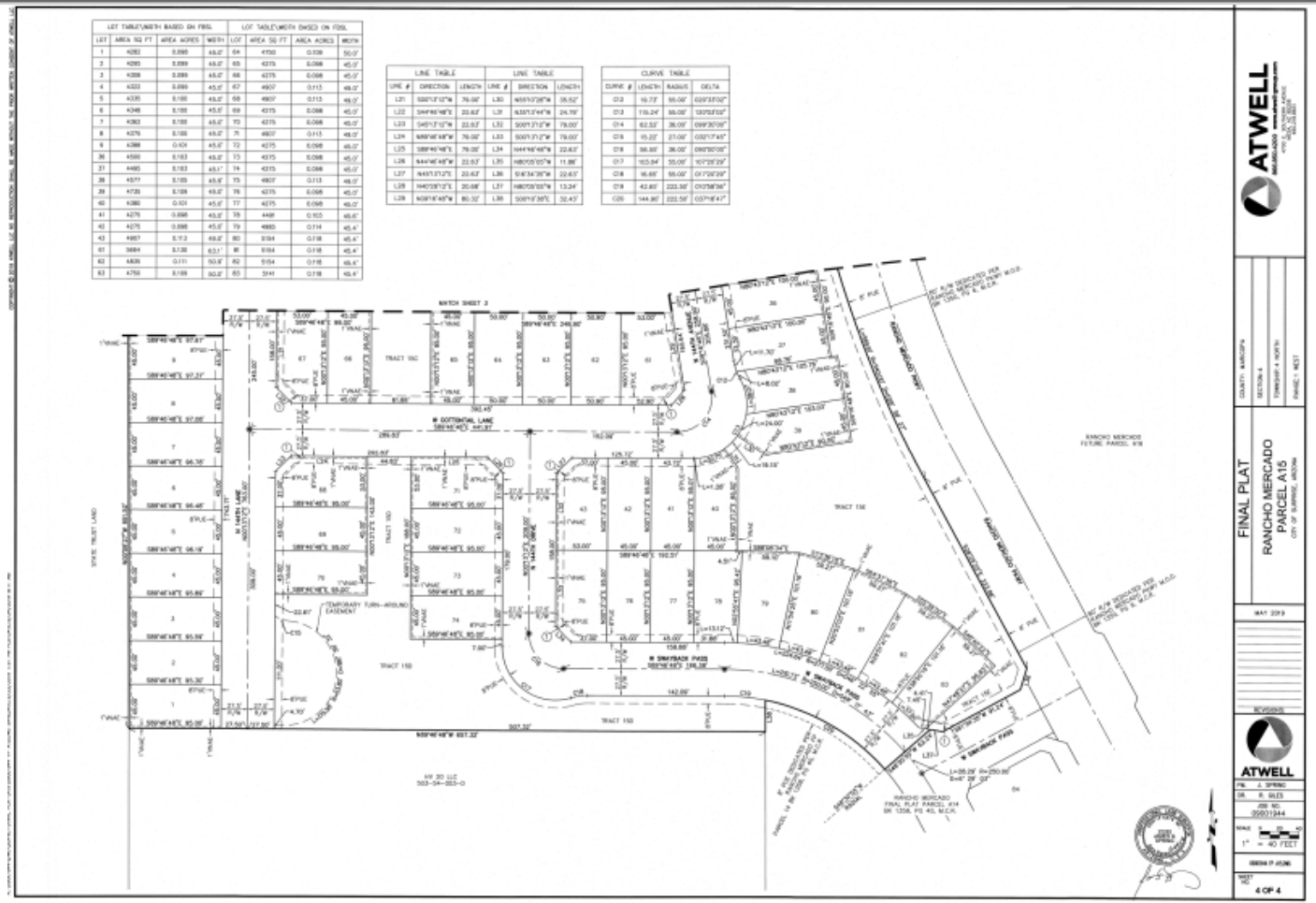
FINAL PLAT



LOT TABLE\ROTH BASED ON FIGS.			
LOT	AREA SQ FT	AREA ACRES	WIDTH
10	4402	0.101	45.0'
11	4415	0.101	45.0'
12	4428	0.102	45.0'
13	4442	0.102	45.0'
14	4455	0.102	45.0'
15	4468	0.103	45.0'
16	4482	0.103	45.0'
17	4488	0.103	45.4'
18	6695	0.154	45.0'
19	11387	0.262	45.0'
20	6587	0.151	50.2'
21	4499	0.103	45.0'
22	4478	0.103	45.0'
23	4478	0.103	45.0'
24	4500	0.103	45.0'
25	4500	0.103	45.0'
26	4993	0.115	45.0'
27	6528	0.181	45.0'
28	6528	0.181	45.0'
29	4968	0.114	47.1'
30	4558	0.105	49.4'
31	4562	0.105	49.4'
32	4554	0.107	47.0'
33	4505	0.103	45.0'
34	4275	0.098	45.0'
35	4275	0.098	45.0'
36	4907	0.113	49.0'
37	4275	0.098	45.0'
38	4275	0.098	45.0'
39	4275	0.098	45.0'
40	5046	0.116	49.1'
41	5884	0.135	54.0'
42	4275	0.098	45.0'
43	4275	0.098	45.0'
44	4275	0.098	45.0'
45	4907	0.113	49.0'
46	4907	0.113	49.0'
47	4275	0.098	45.0'
48	4275	0.098	45.0'
49	5046	0.116	49.1'
50	5884	0.135	54.0'
51	4275	0.098	45.0'
52	4275	0.098	45.0'
53	4907	0.113	49.0'
54	4907	0.113	49.0'
55	4275	0.098	45.0'
56	4275	0.098	45.0'
57	4275	0.098	45.0'
58	4275	0.098	45.0'
59	4275	0.098	45.0'
60	5884	0.130	51.2'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	16.60'	55.00'	017°20'29"
C2	119.89'	55.00'	124°46'58"
C3	16.65'	55.00'	017°20'29"
C4	36.55'	36.00'	060°52'00"
C5	16.65'	55.00'	017°20'29"
C6	119.84'	55.00'	124°56'35"
C7	17.98'	55.00'	018°18'48"
C8	58.35'	36.00'	089°22'25"
C9	78.14'	1027.50'	004°24'48"
C10	75.39'	1027.50'	004°12'10"
C11	154.53'	1027.50'	008°37'24"

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N44°46'48"W	8.18'	L11	S45°15'12"W	22.63'
L2	S89°46'48"E	74.00'	L12	S00°15'12"W	79.00'
L3	N45°15'12"E	9.16'	L13	S00°15'12"W	79.00'
L4	S44°46'48"E	22.63'	L14	S44°46'48"E	22.63'
L5	N45°15'12"E	13.44'	L15	S45°15'12"W	22.63'
L6	N45°15'12"E	9.90'	L16	S00°15'12"W	79.00'
L7	S44°46'48"E	13.44'	L17	N89°46'48"W	80.32'
L8	S44°46'48"E	9.90'	L18	N49°31'48"W	34.40'
L9	N45°15'12"E	22.63'	L19	N40°28'12"E	20.68'
L10	N44°46'48"W	22.63'	L20	S44°56'54"W	22.71'


FINAL PLAT
RANCHO MERCADO
PARCEL A15
CITY OF SURPRISE, ARIZONA
ATWELL
4 OF 4

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Contact Person: Chris Boyd, AD - BS DV & CD ENF
Submitting Department: Community Development
District: District 6
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to a grant of an Utility Easement to Southwest Gas for a natural gas line at the SPA 1 Water Reclamation Facility.

Motion:
I move to approve the grant of an Easement to Southwest Gas for a natural gas line at the SPA 1 Water Reclamation Facility.

Background:
The easement being granted to Southwest Gas is for a natural gas line to service the facilities at the SPA 1 Water Reclamation Facility.

Objective Analysis:
The City is granting an Easement to Southwest Gas to provide services to the City's facilities.

Policy Compliant:
Approval of this item is policy compliant.

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

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

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

ATTACHMENTS:
1. SWG Cactus

APN # 501-43-986

Recording Requested By/Return To:
Southwest Gas Corporation
9 South 43rd Avenue
Mail Code 42O-588 kas3
Phoenix, Arizona 85009

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	kas3	Reviewed By	
Sec.	22 T 3N R 1W	Meridian	G&SRM
County	Maricopa	State	Arizona
WR No.	3799187	LRS No.	10455

I (We) CITY OF SURPRISE, a municipal corporation of the State of Arizona

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

Form 335.00 (08/2015) 581 - Microsoft Word ***Link to Form Instructions***

W.R. No. 3799187 LRS No. 10455

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this _____ day of _____, _____.

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

By: _____
Signature

_____
Printed Name and Title

ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____, a notary public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
Southwest Gas Corporation
WR# 3799187

A portion of land known as The SPA 1 Water Reclamation Facility, recorded September 2, 2016 in Book 1288, Page 1 of plats, Official records Maricopa County, Arizona, lying within the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 22, Township 3 North, Range 1 West, G.&S.R.M., Maricopa County, Arizona, described as follows:

A strip of land 8.00 feet wide lying 4.00 on each side of the following described centerline.

Commencing at centerline intersection of Cactus Road and North Litchfield Road, said point also being the northwest corner of said Section 22, as shown on the aforesaid plat, Thence along the centerline of said North Litchfield Road and the west line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 22, South 00°09'44" East, a distance of 1239.46 feet; Thence departing said centerline and west line, North 89°52'46" East, a distance of 55.00 feet to the easterly right-of-way of said North Litchfield Road and the **Point of Beginning**; Thence departing said easterly right-of-way, North 89°52'46" East, a distance of 1002.84 feet to the **Point of Terminus**.

Containing 8,023 square feet more or less.

The sidelines of the above described strip easement to be extended or shortened to terminate at the easterly right-of-way of said North Litchfield Road.

"Graphically depicted on the Exhibit "B" attached hereto and made a part of."

Basis of Bearings:

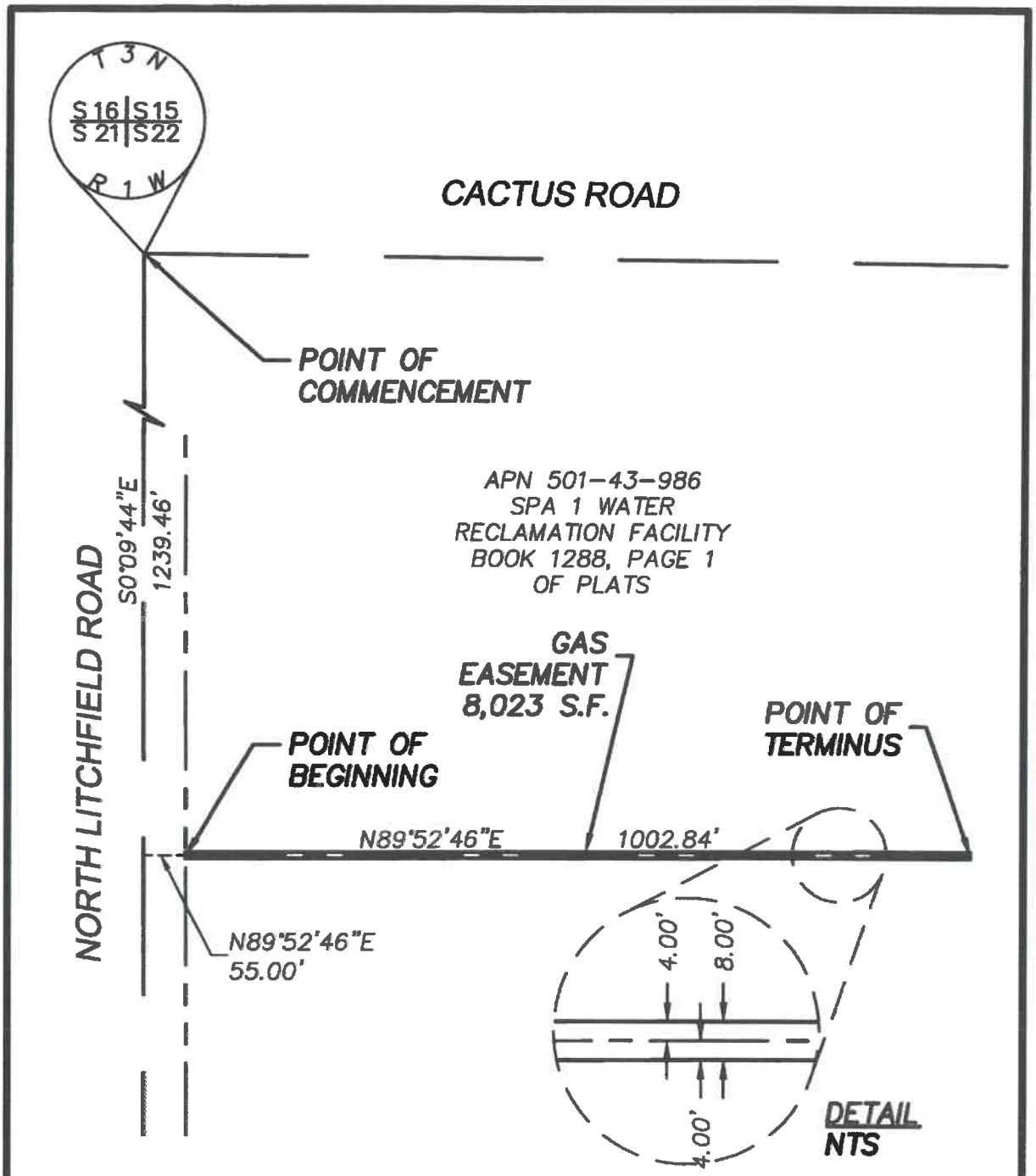
North 00°09'44" West, being the bearing of the centerline of North Litchfield Road and the west line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 22, Township 3 North, Range 1 West, G.&S.R.M as shown on the Final Plat of The SPA 1 Water Reclamation Facility, recorded September 2, 2016 in Book 1288, Page 1 of plats, Official records Maricopa County, Arizona.

PREPARED BY:
Trent J. Keenan, RLS
Arizona Certificate No. 42460

Job #190427
5/20/19

Diamondback Land Surveying

◊ 6140 Brent Thurman Way, Suite 230 ◊
◊ Las Vegas, Nevada 89148 ◊
◊ Office: (702) 823-3257 ◊ Fax: (702) 933-9030 ◊
◊ www.diamondbacklandsurveying.com ◊



Diamondback Land Surveying (702)-823-3257	SOUTHWEST GAS CORPORATION WR# 3799187 SECTION 22 T. 3 N., R.1 W. G.&S.R.M. MARICOPA COUNTY ARIZONA	EXHIBIT "B" PAGE 2 OF 2 DATE 5/20/19 DRAWN BY: NRR CHECKED BY: JAB

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Contact Person: Chris Boyd, AD - BS DV & CD ENF
Submitting Department: Community Development
District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to acceptance of a Quit Claim deed for Right of Way, a Municipal Use Easement and Temporary Drainage Easements from Suburban Land Reserve INC, for roadway improvements along Waddell Road between Sarival Road and Reems Road.

Motion:
I move to accept a Quit Claim Deed for Right of Way, a Municipal Use Easement and Temporary Drainage Easements from Suburban Land Reserve, INC. as described.

Background:
The right of way and easements being dedicated are in association with the CIP Improvement project for Waddell Road P61440, which was approved as part of the FY2018 GO Bond Initiative.

Objective Analysis:
The City lacks sufficient ROW on the south side of Waddell Road. Approval of this item will allow the City to complete the CIP project approved as part of the GO Bond Initiative.

Policy Compliant:
Approval of this item is policy compliant.

Financial Impact:
This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M as part of the annual budget process when the road is in place and is accepted by the City.

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

ATTACHMENTS:
1. 20190627 QuitClaimDeed

2. 20190627 MUE
3. 20190627 Temp Drainage Easement
4. 20190627 Temp Drainage Easement 1
5. 20190627 Temp Drainage Easement 2
6. cost memo

WHEN RECORDED, MAIL TO:

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

Exempt from filing an
Affidavit of legal value:

A.R.S. §11-1134(A)(3)

Tax Id No. 501-40-001K, 501-40-002B, 501-40-001C

QUITCLAIM DEED

In consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, SUBURBAN LAND RESERVE, INC. a Utah corporation ("Grantor"), hereby quitclaims, without any warranty of any kind, to the CITY OF SURPRISE, ARIZONA, a municipal corporation of the State of Arizona, whose address is 16000 N. Civic Center Plaza, Surprise, Arizona 85374 ("Grantee"), all right, title, and interest in and to the real property ("Property") located in Maricopa County, Arizona, and described as follows:

See Exhibit A and B attached hereto and incorporated herein by this reference;

TOGETHER WITH all easements, rights, tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining thereto; and together with all improvements located thereon.

THIS CONVEYANCE IS SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, (iii) current taxes (not including roll back taxes), reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances, and all other matters of record or enforceable at law or in equity, and (iv) Grantee paying for and obtaining any necessary approvals by any applicable governmental agencies for the legal conveyance of the Property, including any subdivision plat or boundary line adjustment, if necessary.

RESERVING unto the Grantor all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid or gaseous fatal, and all steam and other forms of thermal energy on, in or under the above-described land, (the "Mineral Estate"), provided that Grantor does not reserve the right to enter upon or use the surface or any part of the subject lands above a depth of 500 feet below the surface in connection with the Mineral Estate reserved by this instrument and provided that any entry onto the Property does not disrupt any existing improvements on the Property

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this 27 day of June, 2019.

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: R. Steven Romney

Name (Print): R. Steven Romney

Its: President

STATE OF UTAH)
ss:
COUNTY OF Salt Lake)

Acknowledged before me this 27 day of June, 2019, by R. Steven Romney, the President of SUBURBAN LAND RESERVE, Inc., a Utah corporation.

WITNESS my hand and official seal.

(Seal)

Marilyn F Nielson
NOTARY PUBLIC

MARILYN F. NIELSON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/09/2021
Commission # 696362

4824-1222-8197
4832-1784-1049.v1

EXHIBIT A

(The Property)

That certain real property located in Maricopa County, Arizona, specifically described as follows:

4814-6070-2601, v. 1

4824-1222-8197
4832-1784-1049.v1

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT OF WAY DEDICATION

Portions of the north half of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

ROAD RIGHT OF WAY DEDICATION PARCEL 1

COMMENCING at the Northwest Corner of said Section 18 from which the North Quarter Corner of said Section 18 lies South 89°05'46" East 2152.99 feet;
Thence along the north line of the northwest quarter of said Section 18 South 89°05'46" East 81.80 feet;
Thence departing said line South 00°54'14" West 33.00 feet to the POINT OF BEGINNING;
Thence South 89°05'46" East 29.97 feet;
Thence South 00°54'14" West 35.50 feet;
Thence North 89°05'46" West 29.97 feet;
Thence North 00°54'14" East 35.50 feet to the POINT OF BEGINNING.
Containing 1,064 square feet, more or less.
Cked by JJB 22 May 2019

TOGETHER WITH

ROAD RIGHT OF WAY DEDICATION PARCEL 2

COMMENCING at the Northwest Corner of said Section 18 from which the North Quarter Corner of said Section 18 lies South 89°05'46" East 2152.99 feet;
Thence along the north line of the northwest quarter of said Section 18 South 89°05'46" East 131.77 feet;
Thence departing said line South 00°54'14" West 33.00 feet to the POINT OF BEGINNING;
THENCE along the southerly line of the existing dedicated right of way of Waddell Road, per Book 3 of Road Maps, Page 30, records of said Maricopa County, South 89°05'46" East 2021.43 feet to a point on the north-south midsection line of said Section 18;
Thence continuing along said southerly line South 89°04'51' East 1317.56 feet to the northwest corner of that dedication of road right of way as described in the Quit Claim Deed recorded in Book 7805 Page 205, records of said Maricopa County;

DESCRIPTION (continued on page 2 of 2)

DESCRIPTION (continued from page 1 of 2)

Thence along the westerly line of said dedication South 00°55'09" West 7.00 feet to the southwest corner of said road right of way;
Thence along the southerly line of said road right of way South 89°04'51" East 720.00 feet to the northwest corner of that dedication of road right of way as described in the Special Warranty Deed recorded at Instrument 2008-0525864, records of said Maricopa County.
Thence along the westerly line of said dedication South 00°55'23" West 16.38 feet;
Thence departing said line South 89°52'40" West 651.49 feet;
Thence South 45°55'09" West 46.47 feet;
Thence North 89°04'51" West 70.00 feet;
Thence North 44°04'51" West 46.08 feet;
Thence North 89°04'51" West 1250.01 feet to a point on the north-south midsection line of said Section 18;
Thence North 89°05'46" West 577.09 feet;
Thence South 45°54'14" West 63.04 feet;
Thence North 89°05'46" West 94.00 feet;
Thence North 44°05'46" West 46.07 feet;
Thence North 89°05'46" West 179.01 feet to the beginning of a tangent curve, concave northerly having a radius of 302.00 feet;
Thence westerly along the arc of said curve through a central angle of 11°28'42" a distance of 60.50 feet to the beginning of a reverse curve, concave southerly, having a radius of 298.00 feet;
Thence westerly along the arc of said curve through a central angle of 11°28'42" a distance of 59.70 feet;
Thence North 89°05'46' West 975.50 feet;
Thence North 00°54'14" East 35.50 feet to the POINT OF BEGINNING.

Containing 147,333 square feet, more or less.
Cked by JJB 22 May 2019

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

End of description

EXHIBIT B

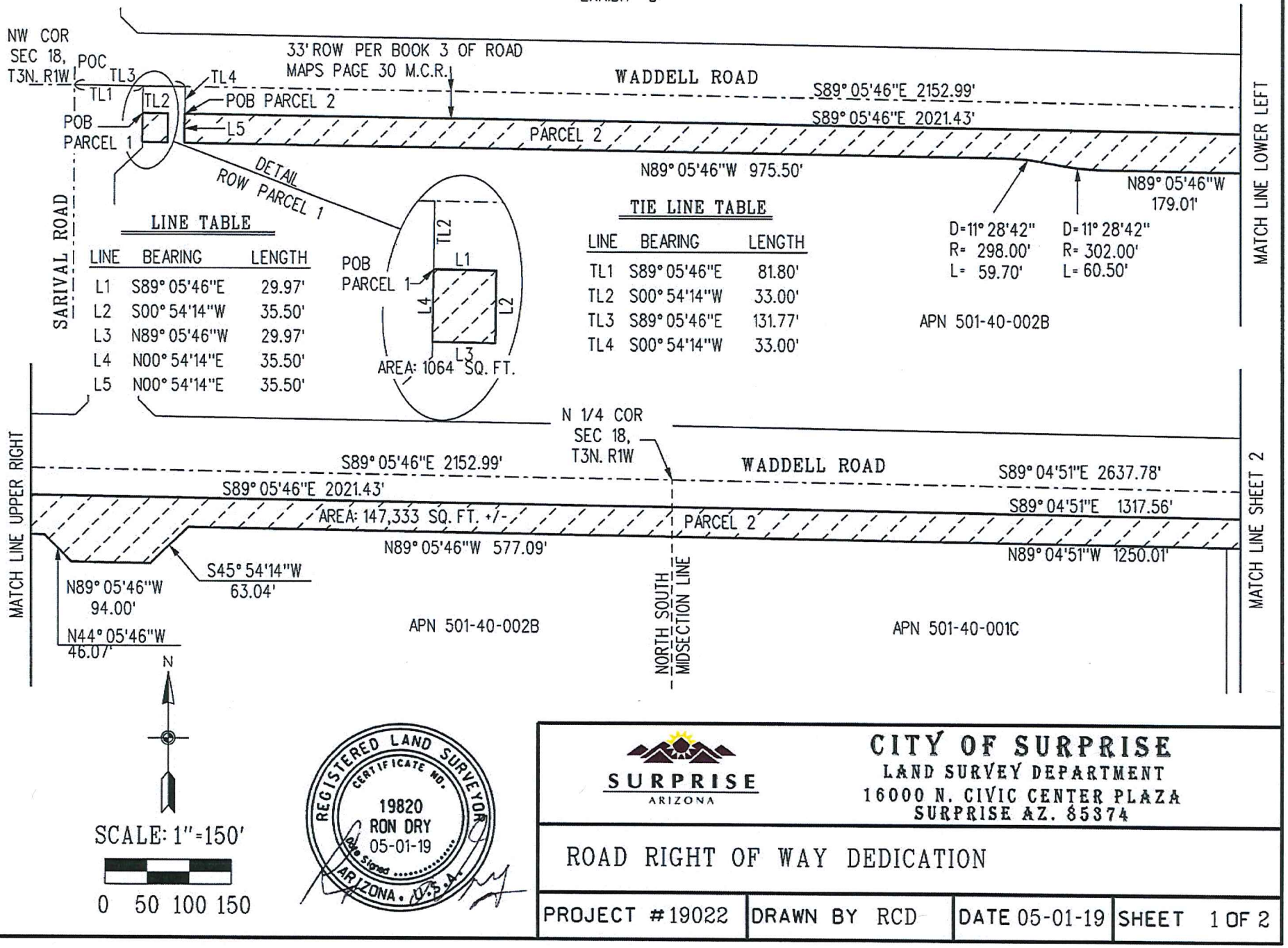
(The Property)

That certain real property located in Maricopa County, Arizona, specifically described as follows:

4814-6070-2601, v. 1

4824-1222-8197
4832-1784-1049.v1

EXHIBIT "B"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
05-01-19
Date Signed
ARIZONA, U.S.A.

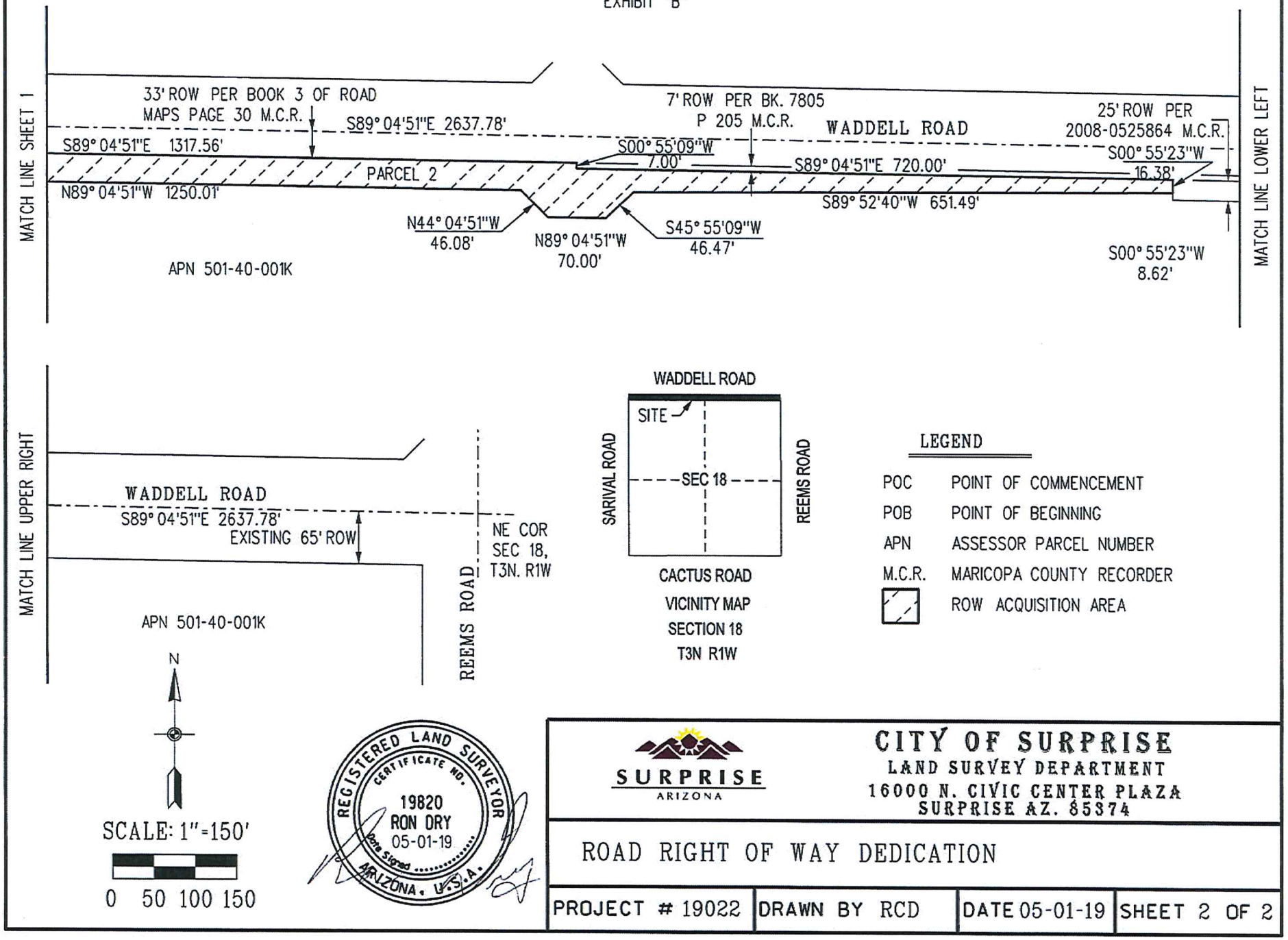
SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT OF WAY DEDICATION

PROJECT #19022	DRAWN BY RCD	DATE 05-01-19	SHEET 1 OF 2

EXHIBIT "B"



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
APN	ASSESSOR PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDER
	ROW ACQUISITION AREA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
05-01-19
Date Signed
ARIZONA, U.S.A.

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT OF WAY DEDICATION

PROJECT # 19022	DRAWN BY RCD	DATE 05-01-19	SHEET 2 OF 2

When Recorded, Mail To:

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

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

Tax Parcel No. 501-40-001K, 501-40-002B, 501-40-001C

(Space Above for Recorder Use Only)

MUNICIPA USE EASEMENT AGREEMENT

THIS MUNICIPAL USEMUE AGREEMENT (this "Agreement") is made and entered into as of this 27 day of June, 2019 (the "Effective Date"), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Grantor"), and **THE CITY OF SURPRISE**, ARIZONA, an Arizona municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Maricopa County, Arizona, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of certain real property located adjacent to the Grantor Property, as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires to obtain a municipal use MUE on, over, under, and across portions of the Grantor Property, as more particularly described on Exhibit A and B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the benefit of the Grantee Property.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Easement.

1.1. Grant of Easement. Grantor does hereby convey unto Grantee a non-exclusive municipal use easement (the "MUE") on, over, under, and across the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining certain improvements and infrastructure within the Easement Area (the "Improvements"), including public utilities from any public utility provider or other governmental or quasi-governmental entity and required above ground appurtenances (e.g., cabinets, transformers, pads, pedestals, switch gear, etc.), conduits, sleeves, stubs, meters, pull boxes, traffic control devices, drainage, retention, paths, trails, sidewalks, hardscape, landscape, irrigation, curbs, getters, bus bays, deceleration lanes, right turn lanes, driveway entrances, street signage, traffic signals, project signage (public and private), monumentation, screenwalls, and entry features (in accordance with the Prasada Gateway Village commercial design guidelines). All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance, and/or repair thereof, shall be the sole responsibility of Grantee.

2. Term. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) the date upon which Grantee no longer uses the Easement Area for a period of twelve (12) months, or (ii)) Grantee provides a recorded notice of termination of easement agreement. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact to sign such instrument, such power being coupled with an interest for such purposes. Grantor will thereafter promptly deliver a copy of the recorded instrument terminating this Agreement to Grantee.

3. Access and Release. Grantor and Grantor's duly authorized employees, agents and contractors and subcontractors (collectively, "Grantor's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads to the extent available. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area to the extent that such use shall not frustrate, impinge, or obstruct the use of the Improvements by Grantee.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. The maintenance of landscaping within the Easement Area shall be the responsibility of the Grantor. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Hazardous Substances. Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to, or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agent and Grantee shall be exclusively liable for all cleanup and remediation costs thereof. Grantee shall have no responsibility for a pre-existing environmental condition. As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and

officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event any mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents who assist with the Easement are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars ($2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars ($1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost. or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the Easement Area, and/or adjacent areas by Grantee or

Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly caused by Grantor's or Indemnitees' gross negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination of this Agreement.

13. Remedies.

13.1. Self- Help and Other Remedies. If any party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting party, then the non-defaulting party shall have the right to perform such obligation on behalf of the defaulting party, in which event such defaulting party shall reimburse such non-defaulting party for all amounts expended by the non-defaulting party on behalf of the defaulting party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid.

13.2. Injunctive Relief. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting party.

13.3. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement.

14. Attorneys' Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

15. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Grantee shall not permit the use of the Easement Area, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

16. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid (provided that any notice given by facsimile or by email must also be given on the same day by one of the alternative ways listed above), addressed to Grantor or Grantee at the following addresses:

If to Grantor:	If to Grantee:
Suburban Land Reserve, Inc. Attn: Danny Owen 79 S Main St, Suite 500 Salt Lake City, Utah 84111	City of Surprise Attn: City Manager 16000 N. Civic Center Plaza Surprise, Arizona 85374
With a Copy to:	With a Copy to:
Kirton McConkie Attn: Robert C. Hyde; Jessica Rancie 50 E. South Temple, Suite 400 Salt Lake City, Utah 84111	City of Surprise Attn: City Attorney 16000 N. Civic Center Plaza Surprise, Arizona 85374

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

17. No Public/Use Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by both Parties hereto.

19.2 Successors and Assigns. The provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

19.3 Governing Law; Jurisdiction. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to any conflicts of law issues.

19.4 Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

19.5 Non-Fiduciary or Agency Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third Party inconsistent with this Section.

19.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: R. Steven Romney
R. Steven Romney, President

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

On the 27 day of June, 2019 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared R. Steven Romney who acknowledged himself to be the Pres. of SUBURBAN LAND RESERVE, INC., a municipal corporation of the State of Arizona, and that he as such Pres. executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

Marilyn F. Nielson
Notary Public for the
State of UT

MARILYN F. NIELSON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/09/2021
Commission # 696362

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name (Print): _____
Its: _____

ATTEST:

_____
Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo
City Attorney

Exhibit A

[Legal Description of Grantor Property]

EXHIBIT "A"

DESCRIPTION

MUNICIPAL UTILITY EASEMENT

A portion of the north half of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northwest Corner of said Section 18 from which the North Quarter Corner of said Section 18 lies South 89°05'46" East 2152.99 feet;
Thence along the north line of the northwest quarter of said Section 18 South 89°05'46" East 131.77 feet;
Thence departing said line South 00°54'14" West 68.50 feet to the POINT OF BEGINNING;
Thence South 89°05'46"East 975.50 feet to the beginning of a tangent curve, concave southerly having a radius of 298.00 feet;
Thence easterly along the arc of said curve through a central angle of 11°28'42" a distance of 59.70 feet to the beginning of a reverse curve, concave northerly having a radius of 302.00 feet;
Thence easterly along the arc of said curve through a central angle of 11°28'42" a distance of 60.50 feet;
Thence South 89°05'46" East 179.01 feet;
Thence South 44°05'46" East 46.07 feet;
Thence South 89°05'46" East 94.00 feet;
Thence North 45°54'14" East 63.04 feet;
Thence South 89°05'46" East 577.09 feet to a point on the north-south midsection line of said Section 18;
Thence South 89°04'51" East 1250.01 feet;
Thence South 44°04'51" East 46.08 feet;
Thence South 89°04'51" East 70.00 feet;
Thence North 45°55'09" East 46.47 feet;
Thence North 89°52'40" East 651.49 feet;
Thence South 00°55'23" West 8.62 feet;
Thence South 89°04'51" East 533.45 feet;
Thence South 00°05'01" West 35.00 feet;
Thence North 89°04'51" West 48.78 feet;
Thence North 44°04'51" West 35.36 feet;
Thence North 89°14'37" West 1107.34 feet;

DESCRIPTION (continued on page 2 of 2)

DESCRIPTION (continued from page 1 of 2)

Thence South 45°55'09" West 46.58 feet;
Thence North 89°04'51" West 78.28 feet;
Thence North 44°04'51" West 46.08 feet;
Thence North 89°04'51" West 1245.73 feet to a point on the north-south midsection line of said Section 18;
Thence North 89°05'46" West 573.09 feet;
Thence South 45°54'14" West 63.04 feet;
Thence North 89°05'46" West 102.28 feet;
Thence North 44°05'46" West 46.07 feet;
Thence North 89°05'46" West 174.87 feet to the beginning of a tangent curve, concave northerly having a radius of 312.00 feet;
Thence westerly along the arc of said curve through a central angle of 11°28'42" a distance of 62.50 feet to the beginning of a reverse curve, concave southerly having a radius of 288.00 feet;
Thence westerly, along the arc of said curve through a central angle of 11°28'42" a distance of 57.70 feet;
Thence North 89°05'46" West 975.50 feet;
Thence North 00°54'14" East 10.00 feet to the POINT OF BEGINNING.

Containing 51,567 square feet, more or less.

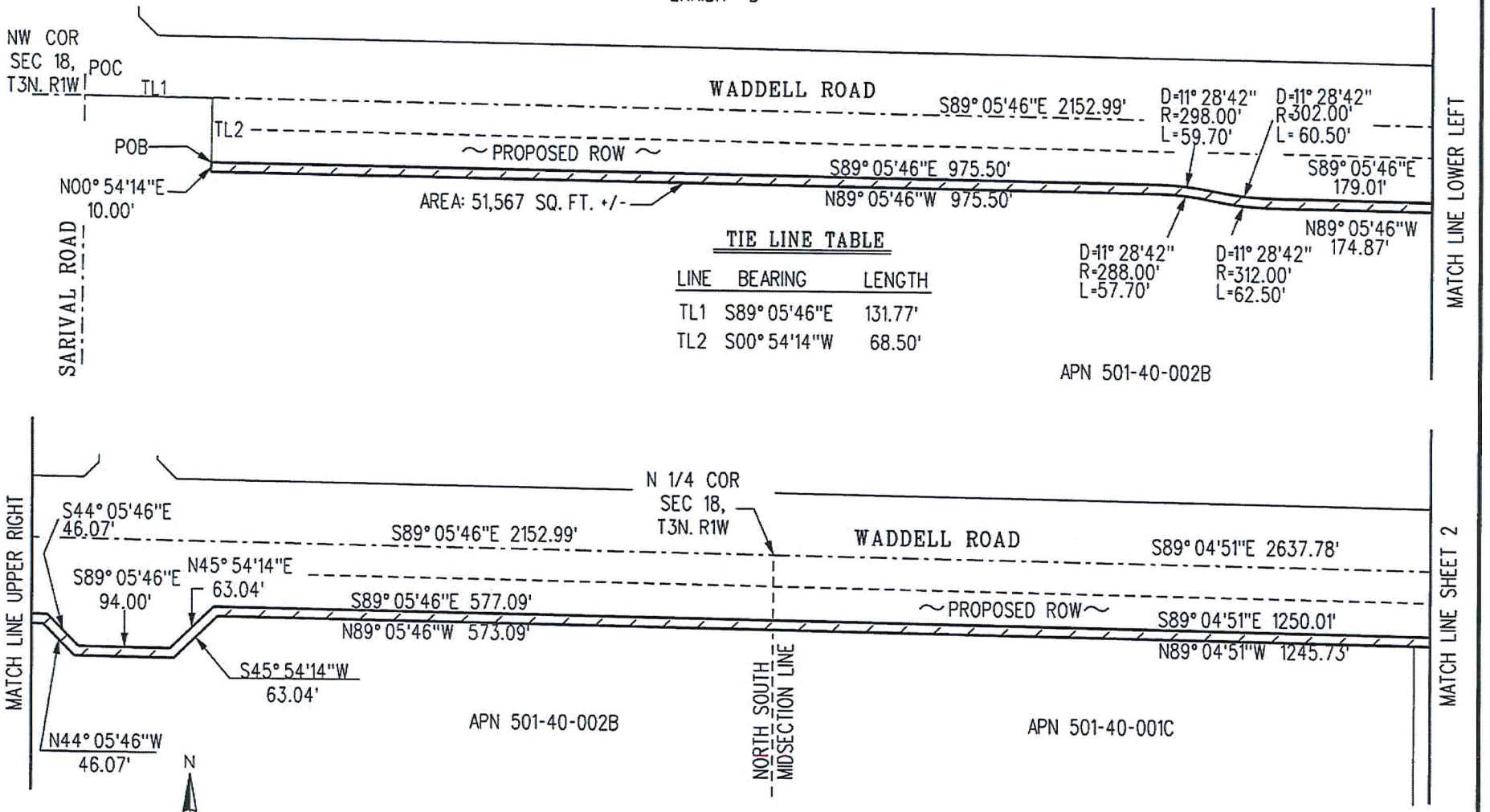
Attached is Exhibit "B" and by this reference is made a part hereof.

End of description
Cked by JJB 22 May 2019

Exhibit B

[Legal Description of Grantee Property]

EXHIBIT "B"



TIE LINE TABLE

LINE	BEARING	LENGTH
TL1	S89° 05'46"E	131.77'
TL2	S00° 54'14"W	68.50'

SCALE: 1"=150'

0 50 100 150

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
05-01-19
Date Signed
ARIZONA • U.S.A.

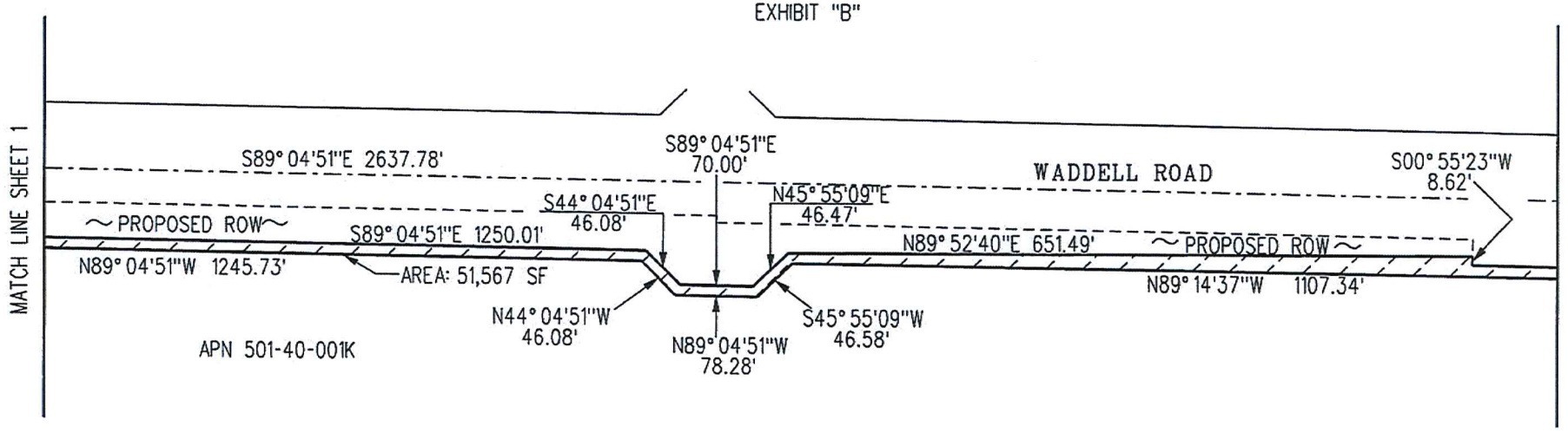
SURPRISE
ARIZONA

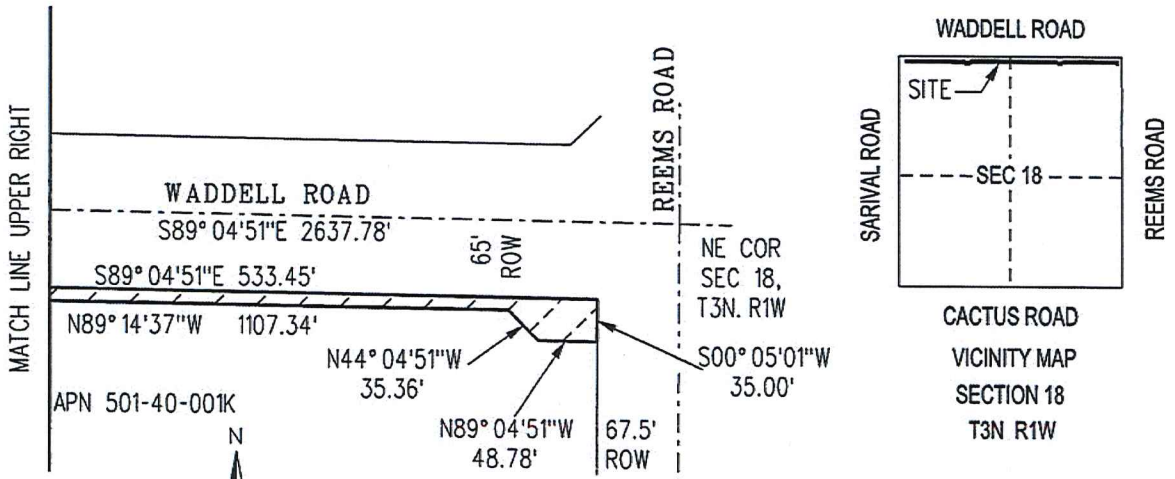
CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

MUNICIPAL UTILITY EASEMENT

PROJECT #19022	DRAWN BY RCD	DATE 05-01-19	SHEET 1 OF 2

EXHIBIT "B"





VICINITY MAP
SECTION 18
T3N R1W

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
APN	ASSESSOR PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDER
	MUNICIPAL UTILITY EASEMENT AREA

N

SCALE: 1"=150'

0 50 100 150

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

MUNICIPAL UTILITY EASEMENT

PROJECT # 19022	DRAWN BY RCD	DATE 05-01-19	SHEET 2 OF 2

When Recorded, Mail To:

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

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

Tax Parcel No. 501-40-001K, 501-40-002B, 501-40-001C

(Space Above for Recorder Use Only)

TEMPORARY DRAINAGE EASEMENT AGREEMENT

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 27 day of June, 2019 (the "Effective Date"), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Grantor"), and **THE CITY OF SURPRISE**, ARIZONA, an Arizona municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Maricopa County, Arizona, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of certain real property located adjacent to the Grantor Property, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires to obtain a drainage easement on, over, under, and across portions of the Grantor Property, as more particularly described on Exhibit A and B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the benefit of the Grantee Property.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Easement.

1.1. Grant of Easement. Grantor does hereby convey unto Grantee a non-exclusive temporary drainage easement (the "Drainage Easement") on, over, under, and across the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining a temporary drainage facility such that water from the Grantee Property may drain into that certain temporary retention basin located within the Easement Area (the "Improvements"). All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance, and/or repair thereof, shall be the sole responsibility of Grantee.

2. Term. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) the date upon which the lots located adjacent to the Easement Area are developed and a permanent Drainage Easement is built on the adjacent property, or (ii) twenty-four (24) months from the date of this Agreement. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact to sign such instrument, such power being coupled with an interest for such purposes. Grantor will thereafter promptly deliver a copy of the recorded instrument terminating this Agreement to Grantee.

3. Access and Release. Grantor and Grantor's duly authorized employees, agents and contractors and subcontractors (collectively, "Grantor's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads to the extent available. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area to the extent that such use shall not frustrate, impinge, or obstruct the use of the Improvements by Grantee.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without

limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Hazardous Substances. Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to, or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agent and Grantee shall be exclusively liable for all cleanup and remediation costs thereof. Grantee shall have no responsibility for a pre-existing environmental condition. As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event any mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents who assist with the Easement are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars ($2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars ($1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost. or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the Easement Area, and/or adjacent areas by Grantee or Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly caused by Grantor's or Indemnitees' gross negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as

the event for which the indemnification is needed occurred prior to such expiration or termination of this Agreement.

13. Remedies.

13.1. Self- Help and Other Remedies. If any party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting party, then the non-defaulting party shall have the right to perform such obligation on behalf of the defaulting party, in which event such defaulting party shall reimburse such non-defaulting party for all amounts expended by the non-defaulting party on behalf of the defaulting party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid.

13.2. Injunctive Relief. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting party.

13.3. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement.

14. Attorneys' Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

15. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Grantee shall not permit the use of the Easement Area, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

16. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid (provided that any notice given by facsimile or by email must also be given on the same day by one of the alternative ways listed above), addressed to Grantor or Grantee at the following addresses:

If to Grantor:	If to Grantee:
Suburban Land Reserve, Inc. Attn: Danny Owen 79 S Main St, Suite 500 Salt Lake City, Utah 84111	City of Surprise Attn: City Manager 16000 N. Civic Center Plaza Surprise, Arizona 85374
With a Copy to:	With a Copy to:
Kirton McConkie Attn: Robert C. Hyde; Jessica Rancie 50 E. South Temple, Suite 400 Salt Lake City, Utah 84111	City of Surprise Attn: City Attorney 16000 N. Civic Center Plaza Surprise, Arizona 85374

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

17. No Public/Use Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by both Parties hereto.

19.2 Successors and Assigns. The provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

19.3 Governing Law; Jurisdiction. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to any conflicts of law issues.

19.4 Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

19.5 Non-Fiduciary or Agency Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third Party inconsistent with this Section.

19.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____
R. Steven Romney, President

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

On the 27 day of June, 2019 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared R Steven Romney who acknowledged himself to be the Pres. of SUBURBAN LAND RESERVE, INC., a municipal corporation of the State of Arizona, and that he as such Pres. executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

MARILYN F. NIELSON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/09/2021
Commission # 696362

_____
Notary Public for the
State of UT

4840-8920-7449.v1
4846-9077-9802.v1

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name (Print): _____
Its: _____

ATTEST:

_____
Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo
City Attorney

Exhibit A

[Legal Description of Grantor Property]

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENTS

Portions of the north half of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

TEMPORARY DRAINAGE EASEMENT 1

COMMENCING at the Northwest Corner of said Section 18 from which the North Quarter Corner of said Section 18 lies South 89°05'46" East 2152.99 feet;
Thence along the north line of the northwest quarter of said Section 18 South 89°05'46" East 131.77 feet;
Thence departing said line South 00°54'14" West 98.50 feet to the POINT OF BEGINNING;
Thence South 89°05'46" East 975.50 feet to the beginning of a tangent curve, concave southerly, having a radius of 268.00 feet;
Thence easterly along the arc of said curve through a central angle of 11°28'42" a distance of 53.69 feet to the beginning of a reverse curve, concave northerly, having a radius of 332.00 feet;
Thence easterly along the arc of said curve through a central angle of 11°28'42" a distance of 66.51 feet;
Thence South 89°05'46" East 166.58 feet;
Thence South 44°05'46" East 46.07 feet;
Thence South 00°54'14" West 2.42 feet;
Thence North 89°05'46" West 199.16 feet to the beginning of a tangent curve, concave northerly, having a radius of 367.00 feet;
Thence westerly along the arc of said curve through a central angle of 11°28'42" a distance of 73.52 feet to the beginning of a reverse curve, concave southerly, having a radius of 233.00 feet;
Thence westerly along the arc of said curve through a central angle of 11°28'42" a distance of 46.68 feet;
Thence North 89°05'46" West 975.50 feet;
Thence North 00°54'14" East 35.00 feet to the POINT OF BEGINNING.

Containing 44, 789 square feet, more or less.

Cked by JJB 22 May 2019

TOGETHER WITH

DESCRIPTION (continued on page 2 of 2)

DESCRIPTION (continued from page 1 of 2)

TEMPORARY DRAINAGE EASEMENT 2

COMMENCING at the Northwest Corner of said Section 18 from which the North Quarter Corner of said Section 18 lies South 89°05'46" East 2152.99 feet;
Thence along the north line of the northwest quarter of said Section 18 South 89°05'46" East 1589.26 feet;
Thence departing said line South 00°54'14" West 98.50 feet to the POINT OF BEGINNING;
Thence South 89°05'46" East 565.07 feet to a point on the north-south midsection line of said Section 18;
Thence South 89°04'51" East 1237.17 feet;
Thence South 44°04'51" East 46.08 feet;
Thence South 00°55'09" West 2.42 feet;
Thence North 89°04'51" West 1269.26 feet to a point on said north-south midsection line;
Thence North 89°05'46" West 600.55 feet;
Thence North 45°54'14" East 49.50 feet to the POINT OF BEGINNING.

Containing 64,300 square feet, more or less.
Cked by JJB 22 May 2019

TOGETHER WITH

TEMPORARY DRAINAGE EASEMENT 3

COMMENCING at the northeast corner of said Section 18 from which the North Quarter Corner lies North 89°04'51" West 2637.78 feet;
Thence along the north line of the northeast quarter of said Section 18 North 89°04'51" West 1238.85 feet;
Thence departing said line South 00°55'09" West 98.12 feet to the POINT OF BEGINNING;
Thence South 89°14'37" East 1090.78 feet;
Thence South 44°04'51" East 35.32 feet;
Thence South 00°55'09" West 9.95 feet;
Thence North 89°14'37" West 1148.71 feet;
Thence North 00°55'09" East 2.13 feet;
Thence North 45°55'09" East 46.61 feet to the POINT OF BEGINNING.

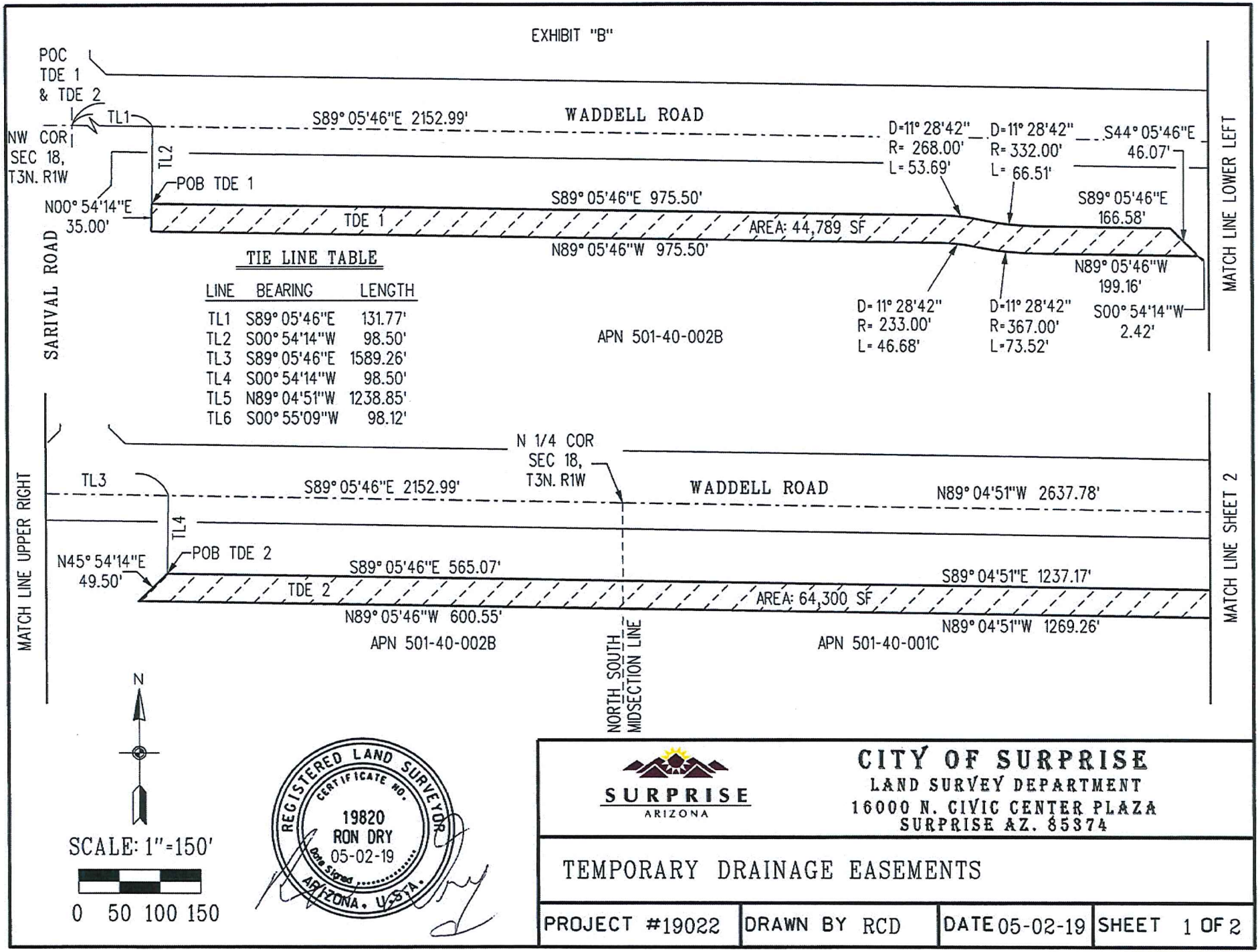
Containing 39,350 square feet, more or less.
Cked by JJB 22 May 2019

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

End of description

Exhibit B

[Legal Description of Grantee Property]



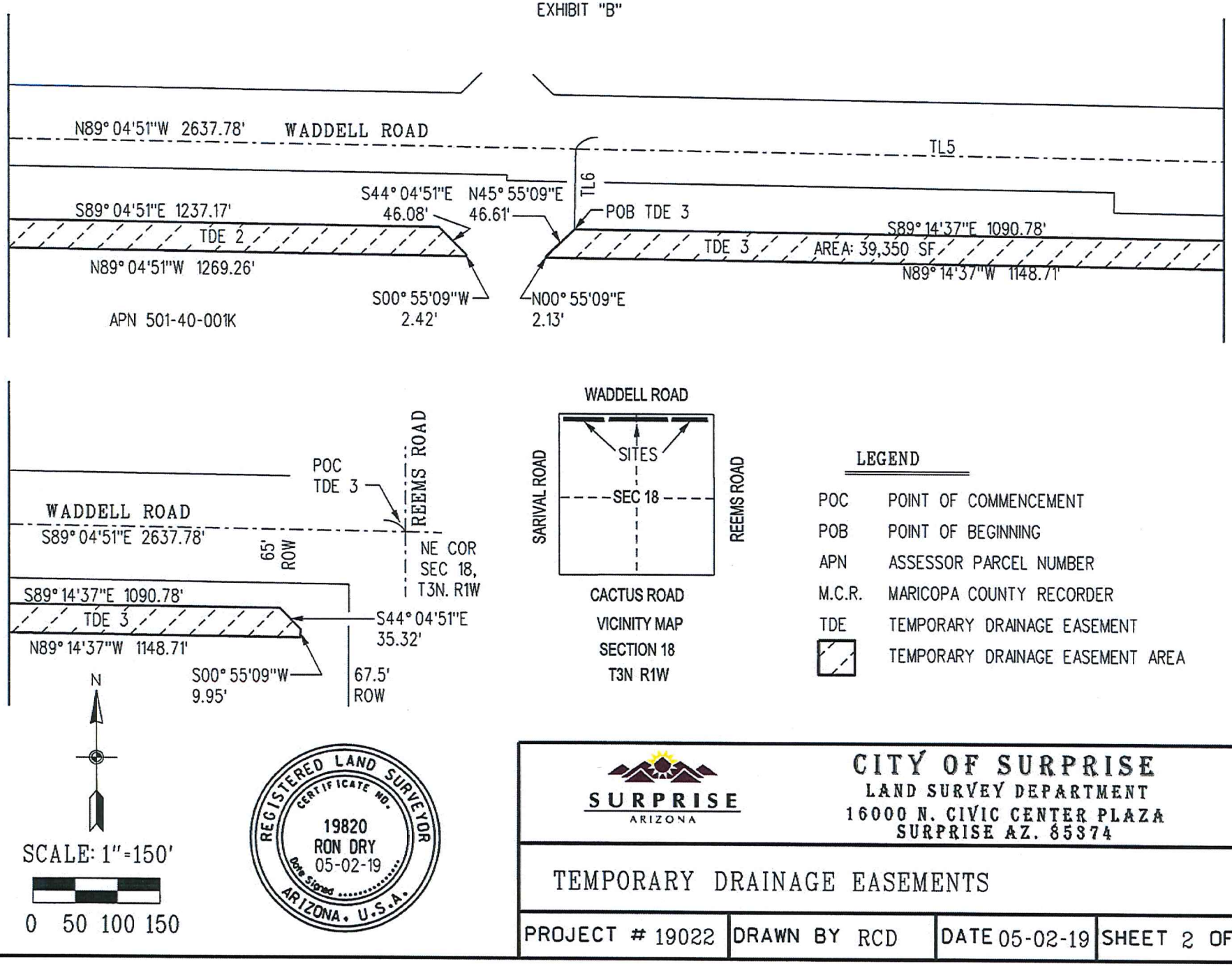
SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

TEMPORARY DRAINAGE EASEMENTS

PROJECT #19022	DRAWN BY RCD	DATE 05-02-19	SHEET 1 OF 2

EXHIBIT "B"



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
APN	ASSESSOR PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDER
TDE	TEMPORARY DRAINAGE EASEMENT
	TEMPORARY DRAINAGE EASEMENT AREA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
05-02-19
Date Signed
ARIZONA • U.S.A.

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

TEMPORARY DRAINAGE EASEMENTS

PROJECT # 19022	DRAWN BY RCD	DATE 05-02-19	SHEET 2 OF 2

When Recorded, Mail To:

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

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

Tax Parcel No. 501-12-928 (Temporary Drainage Easement #1)

(Space Above for Recorder Use Only)

TEMPORARY DRAINAGE EASEMENT AGREEMENT

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 27 day of June, 2019 (the "Effective Date"), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Grantor"), and **THE CITY OF SURPRISE**, ARIZONA, an Arizona municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Maricopa County, Arizona, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of certain real property located adjacent to the Grantor Property, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires to obtain a drainage easement on, over, under, and across portions of the Grantor Property, as more particularly described on Exhibit A and B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the benefit of the Grantee Property.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Easement.

1.1. Grant of Easement. Grantor does hereby convey unto Grantee a non-exclusive temporary drainage easement (the "Drainage Easement") on, over, under, and across the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining a temporary drainage facility such that water from the Grantee Property may drain into that certain temporary retention basin located within the Easement Area (the "Improvements"). All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance, and/or repair thereof, shall be the sole responsibility of Grantee.

2. Term. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) the date upon which the lots located adjacent to the Easement Area are developed and a permanent Drainage Easement is built on the adjacent property, or (ii) twenty-four (24) months from the date of this Agreement. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact to sign such instrument, such power being coupled with an interest for such purposes. Grantor will thereafter promptly deliver a copy of the recorded instrument terminating this Agreement to Grantee.

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4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area to the extent that such use shall not frustrate, impinge, or obstruct the use of the Improvements by Grantee.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without

limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

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9. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event any mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents who assist with the Easement are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars ($2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars ($1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost. or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the Easement Area, and/or adjacent areas by Grantee or Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly caused by Grantor's or Indemnitees' gross negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as

the event for which the indemnification is needed occurred prior to such expiration or termination of this Agreement.

13. Remedies.

13.1. Self- Help and Other Remedies. If any party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting party, then the non-defaulting party shall have the right to perform such obligation on behalf of the defaulting party, in which event such defaulting party shall reimburse such non-defaulting party for all amounts expended by the non-defaulting party on behalf of the defaulting party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid.

13.2. Injunctive Relief. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting party.

13.3. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement.

14. Attorneys' Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

15. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Grantee shall not permit the use of the Easement Area, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

16. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid (provided that any notice given by facsimile or by email must also be given on the same day by one of the alternative ways listed above), addressed to Grantor or Grantee at the following addresses:

If to Grantor:	If to Grantee:
Suburban Land Reserve, Inc. Attn: Danny Owen 79 S Main St, Suite 500 Salt Lake City, Utah 84111	City of Surprise Attn: City Manager 16000 N. Civic Center Plaza Surprise, Arizona 85374
With a Copy to:	With a Copy to:
Kirton McConkie Attn: Robert C. Hyde; Jessica Rancie 50 E. South Temple, Suite 400 Salt Lake City, Utah 84111	City of Surprise Attn: City Attorney 16000 N. Civic Center Plaza Surprise, Arizona 85374

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

17. No Public/Use Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by both Parties hereto.

19.2 Successors and Assigns. The provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto.

19.3 Governing Law; Jurisdiction. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to any conflicts of law issues.

19.4 Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

19.5 Non-Fiduciary or Agency Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third Party inconsistent with this Section.

19.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

DO By: R. Steven Romney
R. Steven Romney, President

STATE OF UT)
:ss
COUNTY OF Salt Lake)

On the 27 day of June, 2019 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared R Steven Romney who acknowledged himself to be the Pres. of SUBURBAN LAND RESERVE, INC., a municipal corporation of the State of Arizona, and that he as such Pres. executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

Marilyn F Nielson
Notary Public for the
State of UT

MARILYN F. NIELSON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/09/2021
Commission # 696362

4840-8920-7449.v1
4846-9077-9802.v1

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name (Print): _____
Its: _____

ATTEST:

_____
Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo
City Attorney

4840-8920-7449.v1
4846-9077-9802.v1

Exhibit A

[Legal Description of Grantor Property]

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENT #1

A portion of Lot 1 of the FINAL PLAT for PRASADA-PHASE 2B SOUTH as recorded in Book 1016 Page 20 records of Maricopa County Arizona, being situated in the southeast quarter of Section 12, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 12;
Thence along the south line of said southeast quarter of Section 12 North 89°42'33" West 1403.11 feet;
Thence departing said line North 00°17'27" East 86.94 feet to the POINT OF BEGINNING;
Thence North 80°34'29" West 62.00 feet;
Thence North 88°39'48" West 70.70 feet;
Thence South 76°15'31" West 41.70 feet;
Thence North 89°41'53" West 345.72 feet;
Thence North 44°42'19" West 10.48 feet;
Thence North 89°42'25" West 34.19 feet;
Thence South 45°17'41" West 10.47 feet;
Thence North 89°41'53" West 20.01 feet;
Thence North 00°32'10" East 35.00 feet;
Thence South 89°41'53" East 410.28 feet;
Thence North 76°15'31" East 42.02 feet;
Thence South 88°39'48" East 77.81 feet;
Thence South 80°34'29" East 42.98 feet;
Thence North 88°59'09" East 46.24 feet;
Thence South 00°17'27" West 8.98 feet;
Thence South 45°46'31" West 42.85 feet to the POINT OF BEGINNING.

Containing 21,055 square feet, more or less.

Cked by JJB 27 May2019
Attached is Exhibit "B" and by this reference is made a part hereof.

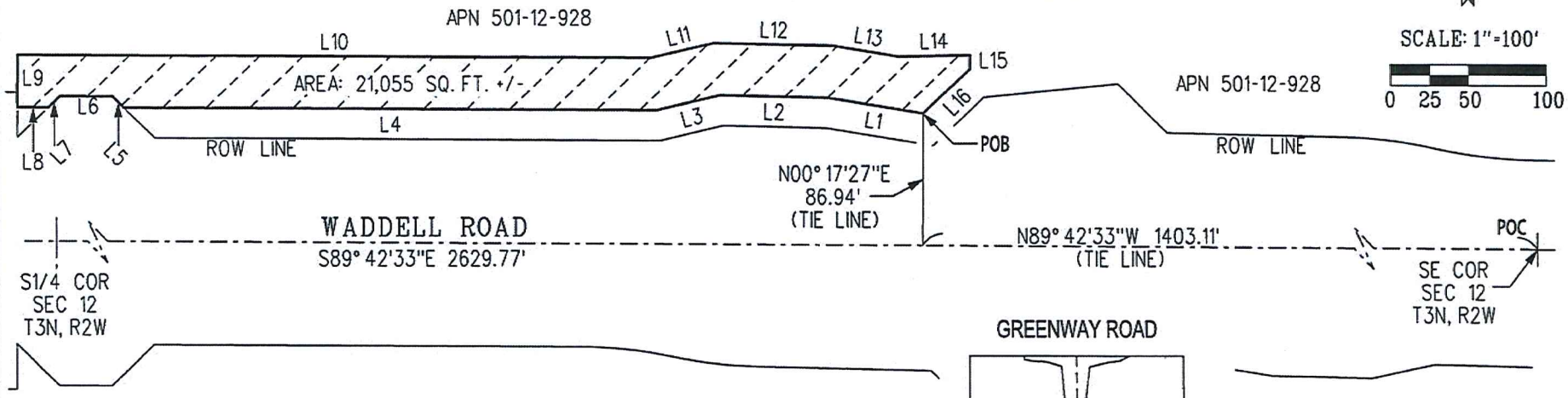
End of description

Exhibit B

[Legal Description of Grantee Property]

EXHIBIT "B"

LOT 1 of the FINAL PLAT for PRASADA - PHASE 2B SOUTH
BOOK 1016 PAGE 20 M.C.R.



N

SCALE: 1"=100'

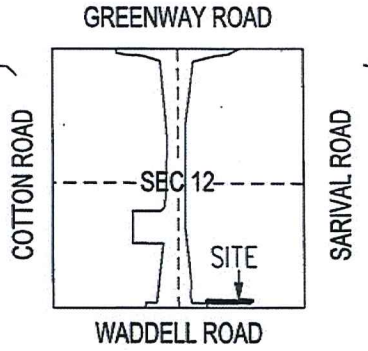
0 25 50 100

LINE TABLE

LINE	BEARING	LENGTH
L1	N80° 34'29"W	62.00'
L2	N88° 39'48"W	70.70'
L3	S76° 15'31"W	41.70'
L4	N89° 41'53"W	345.72'
L5	N44° 42'19"W	10.48'
L6	N89° 42'25"W	34.19'
L7	S45° 17'41"W	10.47'
L8	N89° 41'53"W	20.01'
L9	N00° 32'10"E	35.00'
L10	S89° 41'53"E	410.28'
L11	N76° 15'31"E	42.02'
L12	S88° 39'48"E	77.81'
L13	S80° 34'29"E	42.98'
L14	N88° 59'09"E	46.24'
L15	S00° 17'27"W	8.98'
L16	S45° 46'31"W	42.85'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	TEMPORARY DRAINAGE EASEMENT AREA



VICINITY MAP
SECTION 12
T3N R2W

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

TEMPORARY DRAINAGE EASEMENT #1

PROJECT # 19022	DRAWN BY RCD	DATE 04-29-19	SHEET 1 OF 1

When Recorded, Mail To:

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

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

Tax Parcel No. 501-12-928 (Temporary Drainage Easement #2)

(Space Above for Recorder Use Only)

TEMPORARY DRAINAGE EASEMENT AGREEMENT

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 27 day of June, 2019 (the "Effective Date"), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Grantor"), and **THE CITY OF SURPRISE**, ARIZONA, an Arizona municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Maricopa County, Arizona, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of certain real property located adjacent to the Grantor Property, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires to obtain a drainage easement on, over, under, and across portions of the Grantor Property, as more particularly described on Exhibit A and B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the benefit of the Grantee Property.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Easement.

1.1. Grant of Easement. Grantor does hereby convey unto Grantee a non-exclusive temporary drainage easement (the "Drainage Easement") on, over, under, and across the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining a temporary drainage facility such that water from the Grantee Property may drain into that certain temporary retention basin located within the Easement Area (the "Improvements"). All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance, and/or repair thereof, shall be the sole responsibility of Grantee.

2. Term. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) the date upon which the lots located adjacent to the Easement Area are developed and a permanent Drainage Easement is built on the adjacent property, or (ii) twenty-four (24) months from the date of this Agreement. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact to sign such instrument, such power being coupled with an interest for such purposes. Grantor will thereafter promptly deliver a copy of the recorded instrument terminating this Agreement to Grantee.

3. Access and Release. Grantor and Grantor's duly authorized employees, agents and contractors and subcontractors (collectively, "Grantor's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads to the extent available. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area to the extent that such use shall not frustrate, impinge, or obstruct the use of the Improvements by Grantee.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without

limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Hazardous Substances. Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to, or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agent and Grantee shall be exclusively liable for all cleanup and remediation costs thereof. Grantee shall have no responsibility for a pre-existing environmental condition. As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event any mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents who assist with the Easement are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars ($2,000,000.00). The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars ($500,000.00).

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12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost. or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the Easement Area, and/or adjacent areas by Grantee or Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly caused by Grantor's or Indemnitees' gross negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as

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With a Copy to:	With a Copy to:
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[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: R. Steven Romney
R. Steven Romney, President

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

On the 27 day of June, 2019 before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared R Steven Romney, who acknowledged himself to be the Pres. of SUBURBAN LAND RESERVE, INC., a municipal corporation of the State of Arizona, and that he as such Pres. executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

Marilyn F Nielson
Notary Public for the
State of UT

MARILYN F. NIELSON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/09/2021
Commission # 696362

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name (Print): _____
Its: _____

ATTEST:

_____
Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

_____
Robert Wingo
City Attorney

4840-8920-7449.v1
4846-9077-9802.v1

Exhibit A

[Legal Description of Grantor Property]

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENT #2

A portion of Lot 1 of the FINAL PLAT for PRASADA-PHASE 2B SOUTH as recorded in Book 1016 Page 20 records of Maricopa County Arizona, being situated in the southeast quarter of Section 12, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 12;
Thence along the south line of said southeast quarter of Section 12 North 89°42'33" West 157.14 feet;
Thence departing said line North 00°17'27" East 75.73 feet to the POINT OF BEGINNING;
Thence North 81°36'00" West 18.97 feet;
Thence North 89°41'10" West 69.39 feet;
Thence South 76°15'23" West 41.22 feet;
Thence North 89°42'34" West 171.27 feet;
Thence North 88°39'52" West 146.36 feet;
Thence North 43°41'28" West 38.79 feet;
Thence North 88°39'01" West 51.08 feet;
Thence South 43°51'20" West 37.21 feet;
Thence North 88°39'42" West 305.93 feet to the beginning of a tangent curve, concave northerly having a radius of 278.56 feet;
Thence westerly along the arc of said curve through a central angle of 11°26'11" a distance of 55.60 feet to the beginning of a reverse curve, concave southerly, having a radius of 323.70 feet;
Thence westerly along the arc of said curve through a central angle of 11°25'57" a distance of 64.59 feet;
Thence North 88°39'28" West 105.46 feet;
Thence North 44°03'45" West 47.05 feet;
Thence North 88°59'09" East 47.89 feet;
Thence South 88°39'28" East 91.11 feet to the beginning of a tangent curve, concave southerly, having a radius of 358.70 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION (continued from page 1 of 2)

Thence easterly along the arc of said curve through a central angle of 11°25'57" a distance of 71.57 feet to the beginning of a reverse curve, concave northerly, having a radius of 243.56 feet;
Thence easterly along the arc of said curve through a central angle of 11°26'11" a distance of 48.62 feet;
Thence South 88°39'42" East 395.41 feet;
Thence South 88°39'57" East 160.41 feet;
Thence South 89°42'34" East 166.47 feet;
Thence North 76°15'23" East 41.23 feet;
Thence South 89°41'10" East 76.18 feet;
Thence South 81°36'00" East 16.62 feet;
Thence South 00°33'05" West 35.33 feet to the POINT OF BEGINNING.

Containing 36,328 square feet, more or less.

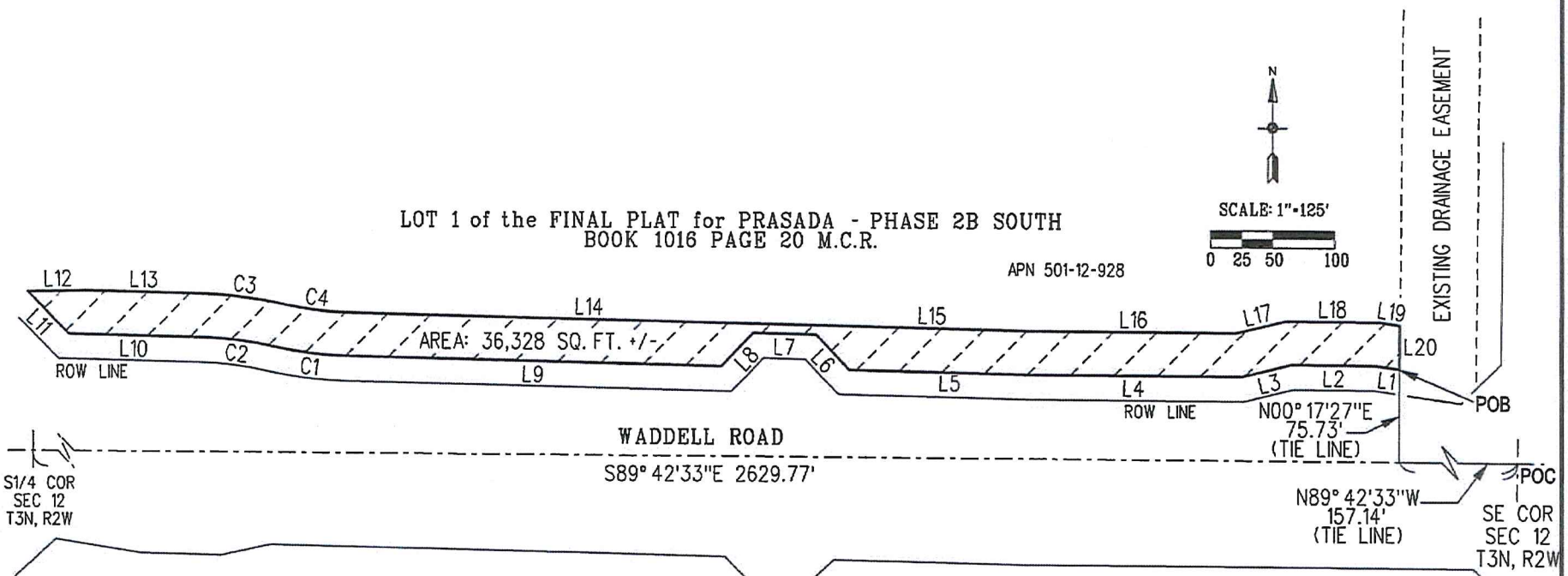
Attached is Exhibit "B" and by this reference is made a part hereof.

End of description

Exhibit B

[Legal Description of Grantee Property]

EXHIBIT "B"

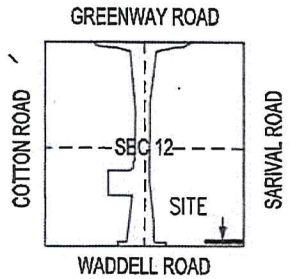


LINE TABLE

LINE	BEARING	LENGTH
L1	N81° 36'00"W	18.97'
L2	N89° 41'10"W	69.39'
L3	S76° 15'23"W	41.22'
L4	N89° 42'34"W	171.27'
L5	N88° 39'52"W	146.36'
L6	N43° 41'28"W	38.79'
L7	N88° 39'01"W	51.08'
L8	S43° 51'20"W	37.21'
L9	N88° 39'42"W	305.93'
L10	N88° 39'28"W	105.46'
L11	N44° 03'45"W	47.05'
L12	N88° 59'09"E	47.89'
L13	S88° 39'28"E	91.11'
L14	S88° 39'42"E	395.41'
L15	S88° 39'57"E	160.41'
L16	S89° 42'34"E	166.47'
L17	N76° 15'23"E	41.23'
L18	S89° 41'10"E	76.18'
L19	S81° 36'00"E	16.62'
L20	S00° 33'05"W	35.33'

CURVE TABLE

CURVE	Δ	RADIUS	LENGTH
C1	11° 26'11"	278.56'	55.60'
C2	11° 25'57"	323.70'	64.59'
C3	11° 25'57"	358.70'	71.57'
C4	11° 26'11"	243.56'	48.62'



VICINITY MAP
SECTION 12
T3N R2W

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	TEMPORARY DRAINAGE EASEMENT AREA

SURPRISE
ARIZONA

CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

TEMPORARY DRAINAGE EASEMENT #2

PROJECT # 19022	DRAWN BY RCD	DATE 06-04-19	SHEET 1 OF 1

SURPRISE
ARIZONA

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

Memorandum

To: Danny Owen, Suburban Land Reserve

From: Mike Frazier, City Manager

CC : Andrea Davis, CPA Finance Director; Kristin Tytler, P.E. City Engineer

Date: 6/26/2019

Re: Waddell Road from SR303 to Reems Road – Dedications Cost

The City of Surprise intends to construct the full build out of Waddell Road between State Route 303 and Reems Road. The project will construct four additional travel lanes, for a total of six travel lanes. Improvements will include the installation of traffic signals at the Sarival Avenue intersection, as well as bike lanes, sidewalks, street lighting and landscaping. The project scope also includes relocation of existing Maricopa Water District infrastructure. This project will eliminate areas that have multiple lanes merging into one lane in each direction.

These improvements will require the dedication of Municipal Use Easements, Right-of-Way and Temporary Drainage Easements. This project will also require the dedication of property for Maricopa Water District.

Pursuant to the Prasada Post Annexation Development Agreement recorded with the Maricopa County, Arizona Recorder (Document No. 2007-02405518), the costs of the real property being conveyed to the City are eligible for reimbursement. The table below quantifies the areas required to accommodate the roadway improvements and identifies the prescriptive costs outlined in the development agreement. This quantification is based off the 95% plans prepared by the City's design consultant.

Attached hereto, please find the legal descriptions, exhibits and deeds for the dedications outlined within the table.

Type of Dedication	Area (Sq Ft)	Cost/Sq Ft	Total Cost
Right of Way	148,397	$5	$741,985.00
Municipal Use Easement	51,567	$1	$51,567.00
Maricopa Water District Easement	96,748	$1	$96,748.00
Temporary Drainage Easement South side of Waddell East of Sarival	148,439	$0	$0.00
Temporary Drainage Easement North side of Waddell West of Sarival	57,383	$0	$0.00
		Total Cost	**$890,300.00**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Contact Person: Chris Boyd, AD - BS DV & CD ENF
Submitting Department: Community Development
District: District 4
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to a grant of an Utility Easement to APS at Gaines park for ongoing activity associated with Heritage at Surprise.

Motion:
I move to grant an utility easement to APS as described.

Background:
The City of Surprise needs to grant the easement to APS to run additional lines at Gaines Park to allow for continued development at Heritage at Surprise.

Objective Analysis:
To allow the Heritage at Surprise project to continue to proceed, the easement is needed to run additional utility lines. Approval of this item will allow the City to assist with the Heritage at Surprise development.

Policy Compliant:
Approval of this item is policy compliant.

Financial Impact:
This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

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

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

ATTACHMENTS:
1. APS easement at Gaines Park

SE 2 3N 1W
33.628067, -112.332978
APN 501-79-034 & 039A
CCW-19-84
WA482199
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
(DOCKET 7600, PAGE 198 & DOC. #1999-0803965 M.C.R.)

The North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 2, Township Three (3) North, Range One (1) West of the G. & S. R. B. & M., lying and being in the Town of Surprise, County of Maricopa, Arizona;
EXCEPT the West 30 feet thereof for roads and public utilities.

-AND-

The North 265 feet of the South 5/8ths of the West one-half of the West one-half of the West one-half of the Southeast quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West 30 feet thereof.

June 7, 2019

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
UTILITY EASEMENT

A Utility Easement situate within the Southeast quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 2, from which the Center of said Section 2 bears North 00 degrees 05 minutes 48 seconds East, a distance of 2660.04 feet (basis of bearing);

THENCE North 00 degrees 05 minutes 48 seconds East, along the West line of the Southeast quarter of said Section 2, a distance of 1662.53 feet;

THENCE departing the West line of the Southeast quarter of said Section 2, South 89 degrees 25 minutes 15 seconds East, a distance of 30.00 feet to the Easterly right-of-way line of Nash Street and the Southwest corner of that parcel of land described in Docket 7600, page 198 Records of Maricopa County AND ALSO the Northwest corner of that parcel of land described in Document #1999-0803965 Records of Maricopa County;

THENCE continuing South 89 degrees 25 minutes 15 seconds East, along the common line of said parcels, a distance of 92.99 feet to the POINT OF BEGINNING, said point hereinafter designated POINT "A";

THENCE continuing South 89 degrees 25 minutes 15 seconds East, along the common line of said parcels, a distance of 60.79 feet;

THENCE departing the common line of said parcels, North 00 degrees 34 minutes 45 seconds East, a distance of 4.00 feet;

THENCE North 89 degrees 25 minutes 15 seconds West, a distance of 60.79 feet;

THENCE South 00 degrees 34 minutes 45 seconds West, a distance of 4.00 feet to the POINT OF BEGINNING;

AND ALSO;

BEGINNING at the above designated POINT "A";

THENCE South 89 degrees 25 minutes 15 seconds East, along the common line of said parcels, a distance of 60.79 feet;

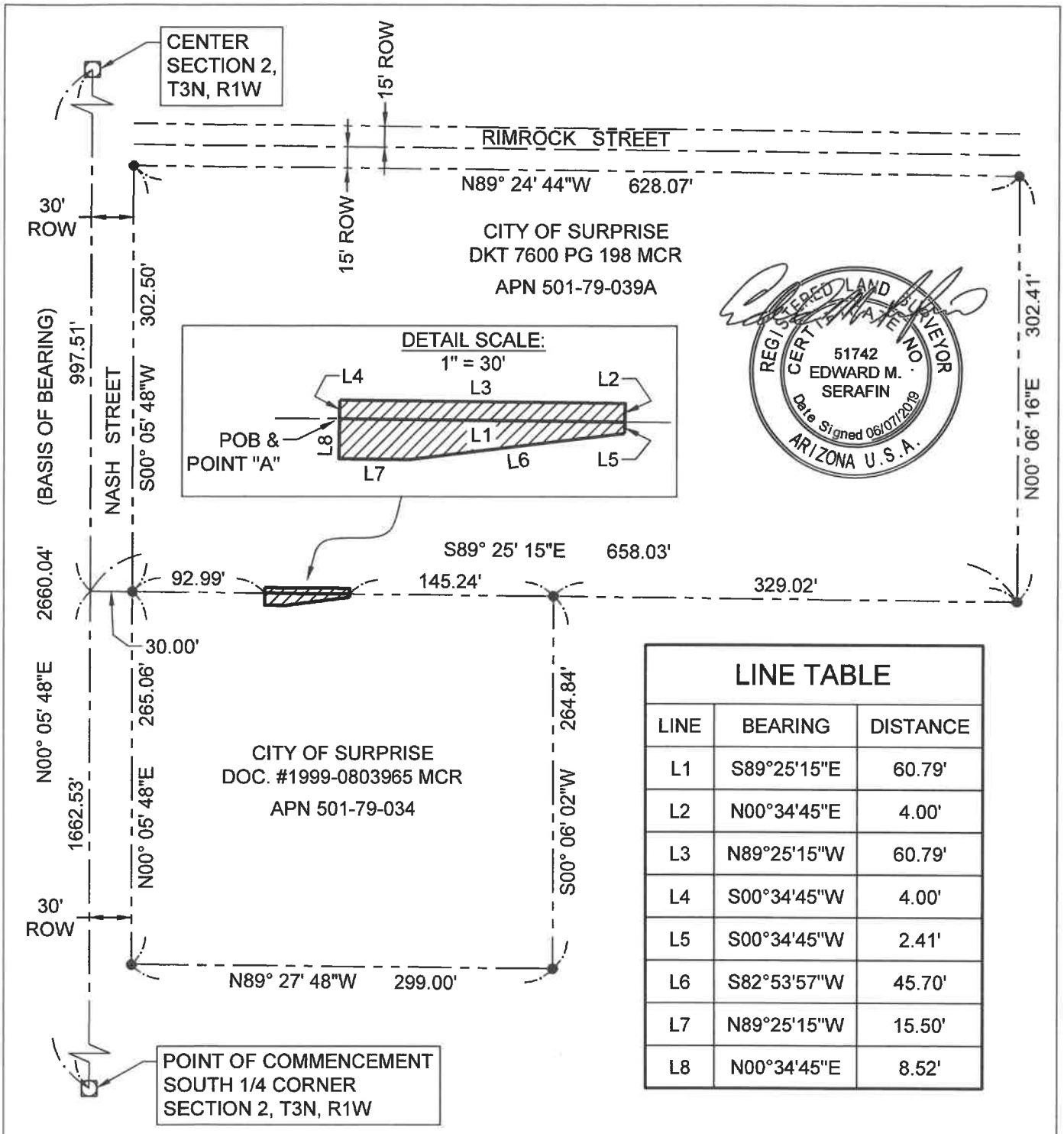
THENCE departing the common line of said parcels, South 00 degrees 34 minutes 45 seconds West, a distance of 2.41 feet;

THENCE South 82 degrees 53 minutes 57 seconds West, a distance of 45.70 feet;

THENCE North 89 degrees 25 minutes 15 seconds West, a distance of 15.50 feet;

THENCE North 00 degrees 34 minutes 45 seconds East, a distance of 8.52 feet to the POINT OF BEGINNING.

Continuing 622.68 Square Feet or 0.0143 Acres, more or less.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°25'15"E	60.79'
L2	N00°34'45"E	4.00'
L3	N89°25'15"W	60.79'
L4	S00°34'45"W	4.00'
L5	S00°34'45"W	2.41'
L6	S82°53'57"W	45.70'
L7	N89°25'15"W	15.50'
L8	N00°34'45"E	8.52'

REFERENCE DOCUMENTS

RESULTS OF SURVEY PER BOOK 1026, PAGE 48 MCR

LEGEND

	EASEMENT AREA
	SECTION, CENTER LINE
	PROPERTY LINE
	TIE LINE
●	PROPERTY CORNER
□	MONUMENT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY
POB	POINT OF BEGINNING

NORTH

aps **EXHIBIT "B"**

JOB # WA482199	DATE: 06/07/2019
SE 1/4 SEC 2	T3N R1W
SCALE: 1" = 100'	
R/W: S. REVORD	
SURVEY: O. FLORES, T. ELLIS	CCW-19-84
DRAWN BY: E. SERAFIN	SHEET 1 OF 1

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Bell Pointe II -South" dated July 3, 2019, a property generally located north of Bell Road and east of Bell Pointe Boulevard; Resolution #2019-92.

Motion:
I move to approve Resolution #2019-92.

Background:
The subject request involves an Amended Final Plat for Bell Pointe II South. The City Council approved the original Final Plat for Bell Pointe II South on September 5, 2017. At the same time, the Council also approved an Alternative Assurance Agreement that would allow the city to withhold the recordation of the Final Plat until required infrastructure improvements were completed and accepted by the city. The original Alternative Assurance Agreement was set to expire on September 5, 2018; however, on September 4, 2018, the City Council approved a one-time extension of the Alternative Assurance Agreement, which is now set to expire on September 4, 2019.

Richmond American Homes of Arizona has entered into a purchase agreement with the current owner for Bell Pointe II South and has submitted an Amended Final Plat for that property. The purpose of the Amended Final Plat is to revise the Dedication and Ownership language to reflect Richmond American Homes of Arizona as opposed to the current owner. Upon Council approval of the subject Amended Final Plat, title of the property will convey to Richmond American Homes of Arizona, who will subsequently submit Standard Financial Assurances and will provide evidence of the title transfer. Once these two events have occurred, staff will record the Amended Final Plat. All of this is to occur prior to the expiration of the current Alternative Assurance Agreement on September 4, 2019.

The applicant also provided revised improvement plans, which have been updated with respect to the expiration date of the “wet” seal used by the professional registrant who prepared the plans. No other changes to the Final Plat or related infrastructure plans are proposed and staff is supportive of the request. This action does not affect the Final Plat for Bell Pointe II North.

Objective Analysis:
The proposed subdivision is well designed and meets the requirements of the Bell Pointe II PAD as amended and the Surprise Municipal Code (SMC). The amenities included will provide small-scale

recreational opportunities for the residents of the community. Once developed, the population base generated by the subdivision contribute to the local schools enrollment, while providing incentive for much needed retail services in the area. The applicant is under contract to purchase the property and will provide Standard Financial Assurances to the city upon taking possession of the property. At which time, the City will record the mylars with the Maricopa County Recorder's Office, provided acquisition and financial assurances occur prior to the expiration of the alternative Assurance Agreement that currently governs the site.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. The site is also located at the outer limits of the 0-6 DU/Ac ribbon of the Luke Air Force Auxiliary Field 1 Graduated Density Concept (GDC). At 5.27 DU/Ac., the proposed Amended Final Plat is consistent with the GDC and the General Plan.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.07.19 EVR FS17-043 Bell Point II South Final Plat Staff Report
2. 01 FS17-073 Bell Point II Final Plat Vicinity Map
3. 02 FS17-073 Bell Point II Final Plat Case Map
4. 03 FS17-043 Bell Point II South Final Plat
5. 05 FS17-073 Bell Point II Final Plat 08-06-19 CC Presentation
6. 19.07.29 EVR FINAL Bell Point South Final Plat Resolution 2019-92 (1)

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS17-043**
Project Name:	Bell Pointe II South Final Plat
Council District:	1 - Acacia
Meeting Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Kerry Rose
Applicant:	Richmond American Homes of Arizona, Inc.
Request:	Final Plat for Bell Pointe II South
Site Location:	Generally located north of Bell Road and east of Bell Pointe Boulevard
Area:	19.56 acres (approx.)
Density:	5.27 DU/Ac.
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Bell Pointe II PAD as amended.
- The proposed Final Plat is consistent with the Bell Pointe II Preliminary Plat.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the developer to legally subdivide the property as depicted on the proposed Final Plat.

Denial of the requested Final Plat will deny the applicant the opportunity to legally subdivide the property as depicted on the proposed Final Plat.

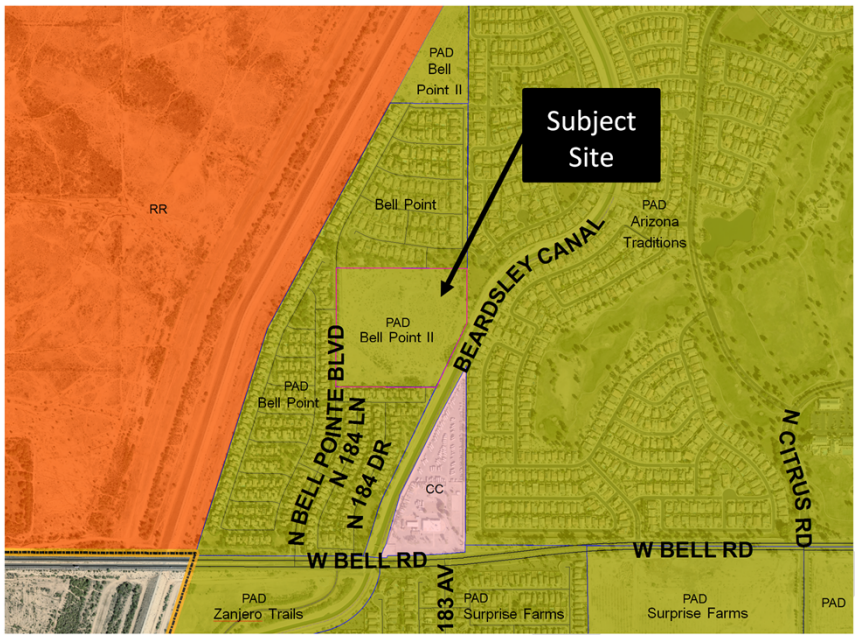
PROJECT DESCRIPTION:

The subject request involves a Final Plat for Bell Pointe II South. The City Council approved the original Final Plat for Bell Pointe II South on September 5, 2017. At the same time, the Council also approved an Alternative Assurance Agreement that would allow the city to withhold the recordation of the Final Plat until required infrastructure improvements were completed and accepted by the city. The original Alternative Assurance Agreement was set to expire on September 5, 2018; however, on September 4, 2018, the City Council approved a one-time extension of the Alternative Assurance Agreement, which is now set to expire on September 4, 2019.

Richmond American Homes of Arizona has entered into a purchase agreement with the current owner for Bell Pointe II South and has submitted a Final Plat for that property. The purpose of the amended Final Plat is to revise the Dedication and Ownership language to reflect Richmond American Homes of Arizona as opposed to the current owner. Upon Council approval of the subject Final Plat, title of the property will convey to Richmond American Homes of Arizona, who will subsequently submit Standard Financial Assurances and will provide evidence of the title transfer. Once these two events have occurred, staff will record the Final Plat. All of this is to occur prior to the expiration of the current Alternative Assurance Agreement on September 4, 2019.

The applicant also provided revised improvement plans, which have been updated with respect to the expiration date of the "wet" seal used by the professional registrant who prepared the plans. No other changes to the Final Plat or related infrastructure plans are proposed and staff is supportive of the request. This action does not affect the Final Plat for Bell Pointe II North.

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



BACKGROUND:

January 12, 2006: The City Council approved the PAD for Bell Pointe II under case PAD05-258.

May 23, 2017: Staff approved a Minor Amendment to the Bell Pointe II PAD under case FS17-041 for the purpose of revising lot configuration and lot yield.

June 20, 2017: The City Council approved the Bell Pointe II Preliminary Plat.

September 5, 2017: The City Council approved an Alternative Assurance Agreement for Bell Pointe II North and Bell Pointe II South, with an expiration date of September 5, 2018.

September 5, 2017: The City Council approved Final Plats for Bell Pointe II North and Bell Pointe II South, subject to the terms of the aforementioned Alternative Assurance Agreement.

September 4, 2018: The City Council re-approved the Alternative Assurance Agreement for Bell Pointe II North and Bell Pointe II South, with an expiration date of September 4, 2019.

July 3, 2019: Richmond American Homes of Arizona, Inc. submitted an amended Final Plat and associated Improvement Plans for Bell Pointe II South, under case FS17-043, the subject case.

CITIZEN OUTREACH:

N/A

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. The site is also located at the outer limits of the 0-6 DU/Ac ribbon of the Luke Air Force Auxiliary Field 1 Graduated Density Concept (GDC). At 5.27 DU/Ac., the proposed Final Plat is consistent with the GDC and the General Plan.

REVIEWING AGENCIES:

The original Final Plat was routed to the standard city reviewing agencies, who indicated no objections to the request. Luke Air force Base, Maricopa Water District, and Arizona Department of Transportation were included in the routing of the original Final Plat, who also indicated no objections. The subject Final Plat was routed to primary reviewing agencies, who indicated no objections to the request; however, the subject Final Plat was not routed to outside agencies.

SUMMARY:

The proposed subdivision is well designed and meets the requirements of the Bell Pointe II PAD as amended and the Surprise Municipal Code (SMC). The amenities included will provide small-scale recreational opportunities for the residents of the community. Once developed, the population base generated by the subdivision contribute to the local schools enrollment, while providing incentive for much needed retail services in the area. The applicant is under contract to purchase the property and will provide Standard Financial Assurances to the city upon taking possession of the property. At which time, the City will record the mylars with the Maricopa County Recorder's Office, provided acquisition and financial assurances occur prior to the expiration of the alternative Assurance Agreement that currently governs the site.

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Bell Pointe II PAD as amended.
- The proposed Final Plat is consistent with the Bell Pointe II Preliminary Plat.
- The reviewing agencies have indicated no objections to the request.

ALTERNATIVE ACTIONS:

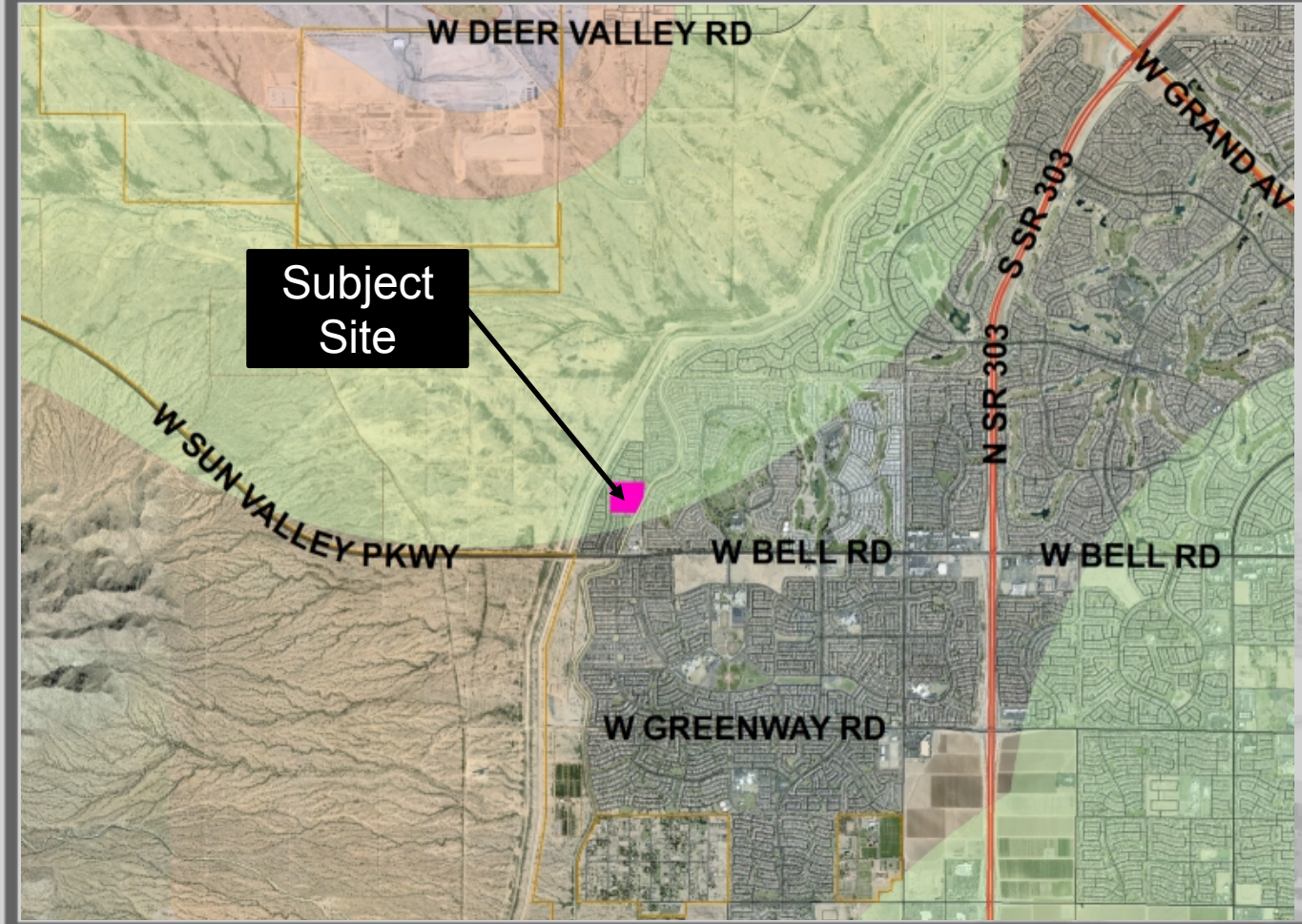
Approval of the requested Final Plat will allow the developer to legally subdivide the property as depicted on the proposed Final Plat.

Denial of the requested Final Plat will deny the applicant the opportunity to legally subdivide the property as depicted on the proposed Final Plat.

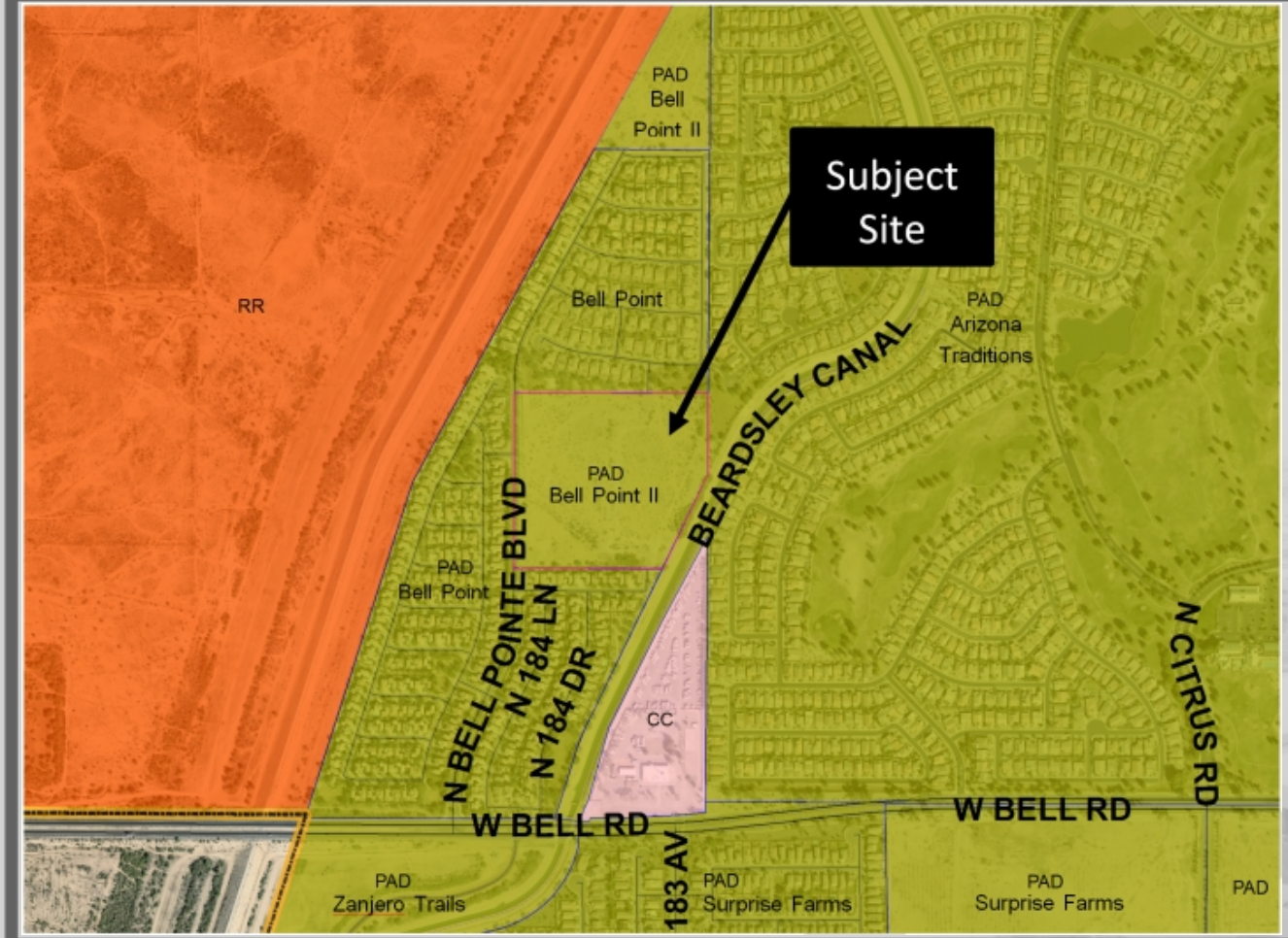
Attachments:

01 Bell Pointe II South Vicinity Map
02 Bell Pointe II South Case Map
03 Bell Pointe II South Final Plat
04 Bell Pointe II South Resolution #2019-92

Bell Point II South
Vicinity Map



Bell Point II South
Case Map



FINAL PLAT

FOR

"BELL POINTE II - SOUTH"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "BELL POINTE II – SOUTH", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, 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 "BELL POINTE II – SOUTH" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE PUBLIC A 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 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.

RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT–OF–WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDERS 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 MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNER'S 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.

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 EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL SEWER LINES AND MANHOLES AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

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, RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AS OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2019.

RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION

BY: _____

ITS: Executive Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE 02nd DAY OF July, 2019, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Ryan Huffman, WHO ACKNOWLEDGED SELF TO BE THE Executive Vice President OF RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AS OWNER AND ACKNOWLEDGED THAT HE/SHE AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, FOR THE PURPOSES HEREIN CONTAINED.

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

_____
NOTARY PUBLIC

July 11, 2022
MY COMMISSION EXPIRES

Yoruba Gatchings
Commission # 549547
Notary Public - Arizona
Maricopa County
My Commission Expires
July 11, 2022

LEGAL DESCRIPTION

A PORTION OF PARCEL NO. 2A, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED IN DOCUMENT NO. 2000–0917693, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 3–INCH MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 2–INCH MARICOPA COUNTY ALUMINUM CAP STAMPED "T4N R2W 1/4 S27 S34 RLS35832 2003" BEARS NORTH 00° 22' 21" EAST, A DISTANCE OF 5,272.65 FEET;

THENCE NORTH 00° 22' 21" EAST, ALONG THE NORTH–SOUTH MID–SECTION LINE OF SAID SECTION 34, A DISTANCE OF 1,691.74 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF BEARDSLEY CANAL, AS SHOWN IN BOOK 584, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF BEGINNING, FROM WHICH A FOUND 1/2–INCH REBAR BEARS SOUTH 25° 48' 29" WEST, A DISTANCE OF 1.85 FEET;

THENCE LEAVING SAID NORTH–SOUTH MID–SECTION LINE, SOUTH 25° 48' 29" WEST, ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 538.85 FEET TO THE NORTHEAST CORNER OF TRACT A OF BELL POINTE I, AS SHOWN IN BOOK 670, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE LEAVING SAID WESTERLY RIGHT–OF–WAY LINE, NORTH 89° 42' 20" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT A AND ITS WESTERLY PROLONGATION, A DISTANCE OF 768.73 FEET TO A CORNER OF SAID BELL POINTE I, LYING ON THE CENTERLINE OF BELL POINTE BOULEVARD AS SHOWN ON SAID BELL POINTE I, FROM WHICH A FOUND BRASS CAP FLUSH BEARS SOUTH 00° 20' 52" WEST, A DISTANCE OF 235.50 FEET;

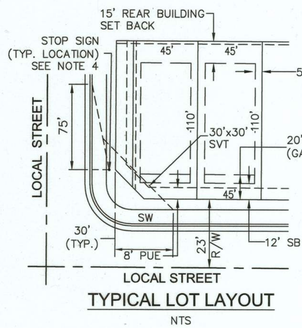
THENCE NORTH 00° 20' 52" EAST, ALONG SAID CENTERLINE OF BELL POINTE BOULEVARD, A DISTANCE OF 908.21 FEET TO A CORNER OF BELL POINTE 1, BEING MARKED BY A FOUND BRASS CAP FLUSH;

THENCE SOUTH 89° 41' 53" EAST, A DISTANCE OF 1,000.55 FEET TO THE SOUTHEAST CORNER OF TRACT I OF SAID BELL POINTE I;

THENCE SOUTH 00° 22' 21" WEST, ALONG SAID NORTH–SOUTH MID–SECTION LINE, A DISTANCE OF 421.78 FEET TO THE POINT OF BEGINNING.

NOTES

1. NO STRUCTURE 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.
2. 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 SHALL NOT BE REUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.
6. ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
7. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
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. § 42–11102, 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.
10. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1215L, 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.



TYPICAL LOT LAYOUT

NTS

1. SIGNS, FENCES, WALLS, UTILITY BOXES, 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 ARENPERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
   A. NO LIMBS, LEVAES, 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 2' MINIMUM BEHIND BACK OF CURB.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2019.

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997 UNDER DOCKET NO. 97–0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS–OF–WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS IGA.

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.

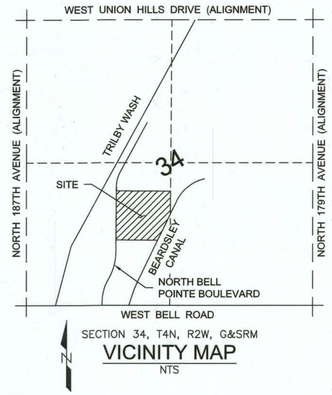
RELEASE OF LIABILITY

RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AN INDIVIDUAL ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND 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 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.

TRACT AREA TABLE

TRACT	SQ. FT. ±	ACRES ±	USE
TRACT C	4541	0.104	LANDSCAPING & OPEN SPACE
TRACT D	814	0.019	LANDSCAPING & OPEN SPACE
TRACT E	1153	0.026	LANDSCAPING & OPEN SPACE
TRACT F	7645	0.176	LANDSCAPING & OPEN SPACE
TRACT G	9323	0.214	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING STORM DRAIN & SEWER EASEMENTS AS SHOWN
TRACT H	1504	0.035	LANDSCAPING & OPEN SPACE
TRACT I	110840	2.545	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING STORM DRAIN & SEWER EASEMENTS AS SHOWN
TRACT J	6248	0.143	LANDSCAPING & OPEN SPACE
TRACT K	785	0.018	LANDSCAPING & OPEN SPACE



SECTION 34, T4N, R2W, G&SRM

VICINITY MAP

NTS

OWNER

RICHMOND AMERICAN HOMES
OF ARIZONA INC.
16427 N SCOTTSDALE RD, STE 175
SCOTTSDALE, ARIZONA 85254
PHONE: 602.522.4704
CONTACT: RYAN HUFFMAN

ENGINEER

WESTWOOD
6909 E GREENWAY PKWY, STE 250
SCOTTSDALE, ARIZONA 85254
PHONE: 480.747.6558
CONTACT: GABRIEL MARTINEZ

EXISTING ZONING

PAD/MDR

SURVEYOR

OUTER LIMITS LAND SURVEYING, LLC
BRIAN EARL SEARAN, RLS #54120
PO BOX 71957
PHOENIX, ARIZONA 85050
PHONE: 602.486.1154
EMAIL: bsearan@outerlimitsls.com

SITE DATA

AREA:	852,198 SF± OR 19.564 AC±
NUMBER OF LOTS:	103
AVERAGE LOT SIZE:	8273.8 SF
MINIMUM LOT SIZE:	4800 SF
MAXIMUM LOT SIZE:	8242 SF
AREA OF OPEN SPACE:	3.28 AC
SINGLE FAMILY AREA:	12.02 AC
RIGHT–OF–WAY AREA:	4.26 AC
% OF OPEN SPACE:	16.76%

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PROJECT IS THE NORTH–SOUTH MID–SECTION LINE OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARS N00°22'21"E, AS SHOWN ON FINAL PLAT FOR "BELL POINTE I", RECORDED IN BOOK 670, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS

1. TRILBY WASH DETENTION BASIN DAM & APURTENANCES, RECORDED IN BOOK 63 OF MAPS, PAGE 31, RECORDS OF MARICOPA COUNTY, ARIZONA.
2. BEARDSLEY CANAL RIGHT OF WAY, RECORDED IN BOOK 584, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA.
3. FINAL PLAT FOR "BELL POINTE I", RECORDED IN BOOK 670, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA.
4. ARIZONA TRADITIONS NORTH PARCEL XIV, RECORDED IN BOOK 806, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.

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 JANUARY 2017, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54120
BRIAN EARL
SEARAN
Date Signed 07-03-19
ARIZONA U.S.A.

EXPIRES 12/31/21

FINAL PLAT
FOR
"BELL POINTE II - SOUTH"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

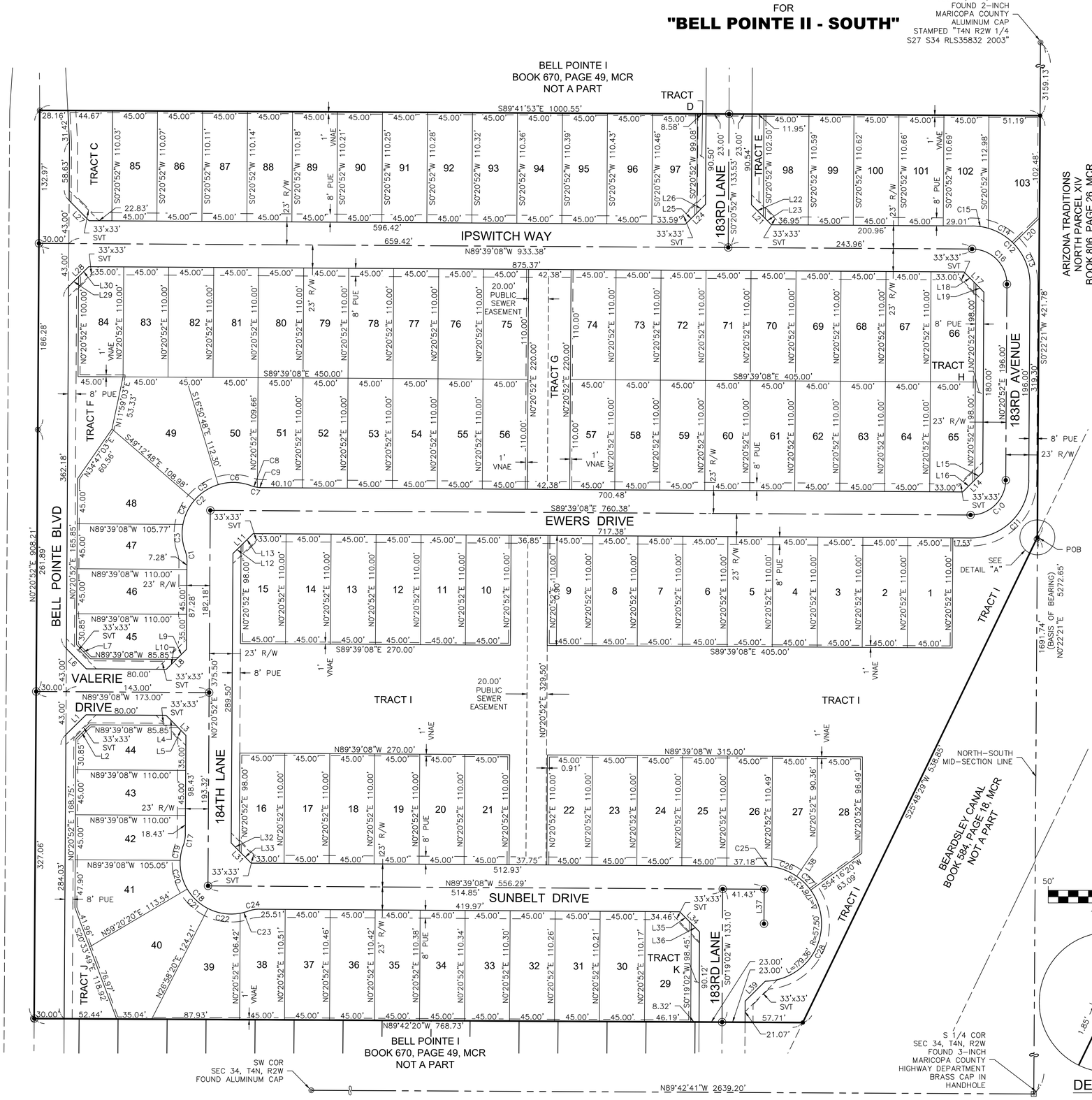
OUTER LIMITS
LAND SURVEYING

PO Box 71957
Phoenix, AZ 85050

TEL: 602.486.1154
www.outerlimitslandsurveying.com

DATE:	07.03.19
DRN BY:	BES
CHKD BY:	BES
JOB NO.	16143
SHEET	1 OF 2

FINAL PLAT
FOR
"BELL POINTE II - SOUTH"



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	28.28'	S45°20'52"W
L2	20.01'	S45°20'52"W
L3	28.28'	N44°39'08"W
L4	14.14'	S44°39'08"E
L5	14.14'	S44°39'08"E
L6	28.28'	S44°39'08"E
L7	20.01'	N44°39'08"W
L8	28.28'	N45°20'52"E
L9	14.14'	S45°20'52"W
L10	14.14'	S45°20'52"W
L11	28.28'	S45°20'52"W
L12	11.31'	N45°20'52"E
L13	16.97'	N45°20'52"E
L14	28.28'	N45°20'52"E
L15	11.31'	S45°20'52"W
L16	16.97'	S45°20'52"W
L17	28.28'	N44°39'08"W
L18	16.97'	S44°39'08"E
L19	11.31'	S44°39'08"E
L20	36.34'	S45°42'34"W
L21	28.28'	N44°39'08"W
L22	16.89'	S44°39'08"E
L23	11.39'	S44°39'08"E
L24	28.28'	S45°20'52"W
L25	16.15'	N45°20'52"E
L26	12.14'	N45°20'52"E
L27	28.28'	N44°39'08"W
L28	28.28'	S45°20'52"W
L29	14.14'	N45°20'52"E
L30	14.15'	N45°20'52"E
L31	28.28'	N44°39'08"W
L32	11.31'	S44°39'08"E
L33	16.97'	S44°39'08"E
L34	28.29'	N44°40'03"W
L35	16.52'	S44°40'03"E
L36	11.77'	S44°40'03"E
L37	34.50'	N00°20'52"E
L38	35.79'	S34°34'09"W
L39	28.32'	S45°19'02"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	11.99'	35.00'	019°38'01"
C2	115.06'	51.00'	129°16'02"
C3	26.34'	51.00'	029°35'44"
C4	27.13'	51.00'	030°28'37"
C5	28.81'	51.00'	032°22'00"
C6	32.78'	51.00'	036°49'41"
C7	11.99'	35.00'	019°38'01"
C8	7.08'	35.00'	011°35'30"
C9	4.91'	35.00'	008°02'31"
C10	54.98'	35.00'	090°00'00"
C11	91.11'	58.00'	090°00'00"
C12	91.11'	58.00'	090°00'00"
C13	45.19'	58.00'	044°38'17"
C14	29.72'	58.00'	029°21'28"
C15	16.20'	58.00'	016°00'14"
C16	54.98'	35.00'	090°00'00"
C17	11.99'	35.00'	019°38'01"
C18	115.06'	51.00'	129°16'02"
C19	15.15'	51.00'	017°01'19"
C20	29.93'	51.00'	033°37'14"
C21	28.81'	51.00'	032°22'00"
C22	32.45'	51.00'	036°27'03"
C23	8.73'	51.00'	009°48'26"
C24	11.99'	35.00'	019°38'01"
C25	7.84'	57.50'	007°48'59"
C26	26.86'	57.50'	026°45'38"
C27	19.77'	57.50'	019°42'11"
C28	124.89'	57.50'	124°26'40"

LOT AREA TABLE		
LOT	SQ. FT. ±	ACRES ±
1	4950	0.114
2	4950	0.114
3	4950	0.114
4	4950	0.114
5	4950	0.114
6	4950	0.114
7	4950	0.114
8	4950	0.114
9	4950	0.114
10	4950	0.114
11	4950	0.114
12	4950	0.114
13	4950	0.114
14	4950	0.114
15	4878	0.112
16	4878	0.112
17	4950	0.114
18	4950	0.114
19	4950	0.114
20	4950	0.114
21	4950	0.114
22	4950	0.114
23	4950	0.114
24	4950	0.114
25	4950	0.114
26	4951	0.114
27	4955	0.114
28	5532	0.127
29	5017	0.115
30	4959	0.114
31	4961	0.114
32	4962	0.114
33	4964	0.114
34	4966	0.114
35	4968	0.114
36	4970	0.114
37	4972	0.114
38	4941	0.113
39	6538	0.150
40	8242	0.189
41	6493	0.149
42	4885	0.112
43	4950	0.114
44	4800	0.110
45	4800	0.110
46	4950	0.114
47	4831	0.111
48	7169	0.165
49	7896	0.181
50	5939	0.136
51	4949	0.114
52	4950	0.114

LOT AREA TABLE		
LOT	SQ. FT. ±	ACRES ±
53	4950	0.114
54	4950	0.114
55	4950	0.114
56	4950	0.114
57	4950	0.114
58	4950	0.114
59	4950	0.114
60	4950	0.114
61	4950	0.114
62	4950	0.114
63	4950	0.114
64	4950	0.114
65	4878	0.112
66	4878	0.112
67	4950	0.114
68	4950	0.114
69	4950	0.114
70	4950	0.114
71	4950	0.114
72	4950	0.114
73	4950	0.114
74	4950	0.114
75	4950	0.114
76	4950	0.114
77	4950	0.114
78	4950	0.114
79	4950	0.114
80	4950	0.114
81	4950	0.114
82	4950	0.114
83	4950	0.114
84	4900	0.112
85	4952	0.114
86	4954	0.114
87	4955	0.114
88	4957	0.114
89	4959	0.114
90	4960	0.114
91	4962	0.114
92	4963	0.114
93	4965	0.114
94	4967	0.114
95	4968	0.114
96	4970	0.114
97	4907	0.113
98	4943	0.113
99	4977	0.114
100	4979	0.114
101	4980	0.114
102	4994	0.115
103	5991	0.138

LEGEND

- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- CENTER LINE
- LOTLINE
- EASEMENT LINE (AS NOTED)
- EXISTING RIGHT-OF-WAY LINE
- EXISTING CENTER LINE
- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH (UNLESS NOTED OTHERWISE)
- STREET CENTERLINE SURVEY MONUMENT TYPE "B" PER MAG DET 120-1
- CORNER OF SUBDIVISION SURVEY
- C1 CURVE TABLE NUMBER
- L1 LINE TABLE NUMBER
- DE DRAINAGE EASEMENT
- LE LANDSCAPE EASEMENT
- MCR MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- SVT SIGHT VISIBLITY TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54120
BRIAN EARL
SEARAN
Date Signed 07-03-19
ARIZONA U.S.A.
EXPIRES 12/31/21

FINAL PLAT
FOR
"BELL POINTE II - SOUTH"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OUTER LIMITS
LAND SURVEYING
PO Box 71957
Phoenix, AZ 85050
TEL: 602.486.1154
www.outerlimitslandsurveying.com

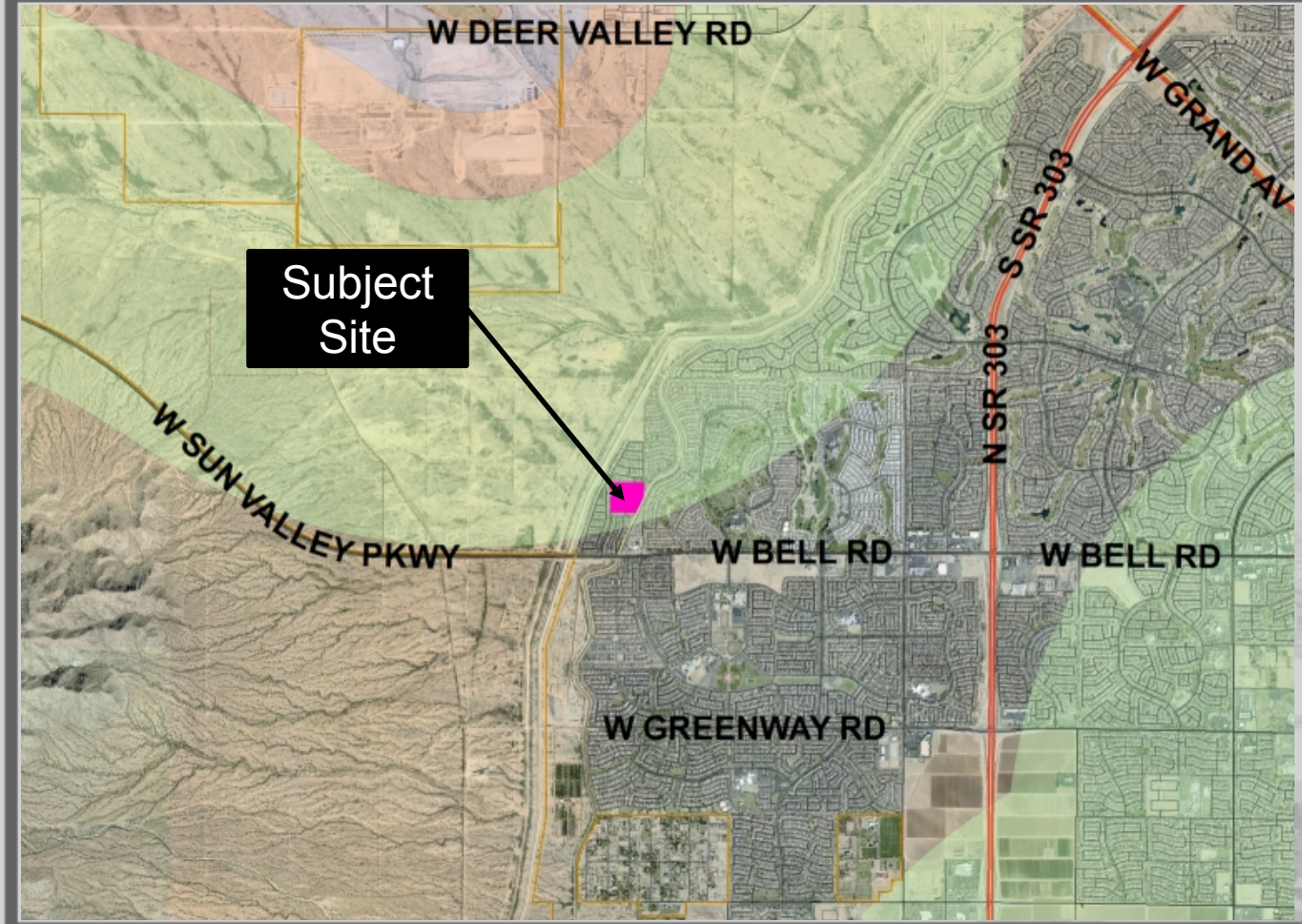
DATE: 07.03.19
DRN BY: BES
CHKD BY: BES
JOB NO. 16143
SHEET 2 OF 2

SURPRISE
ARIZONA

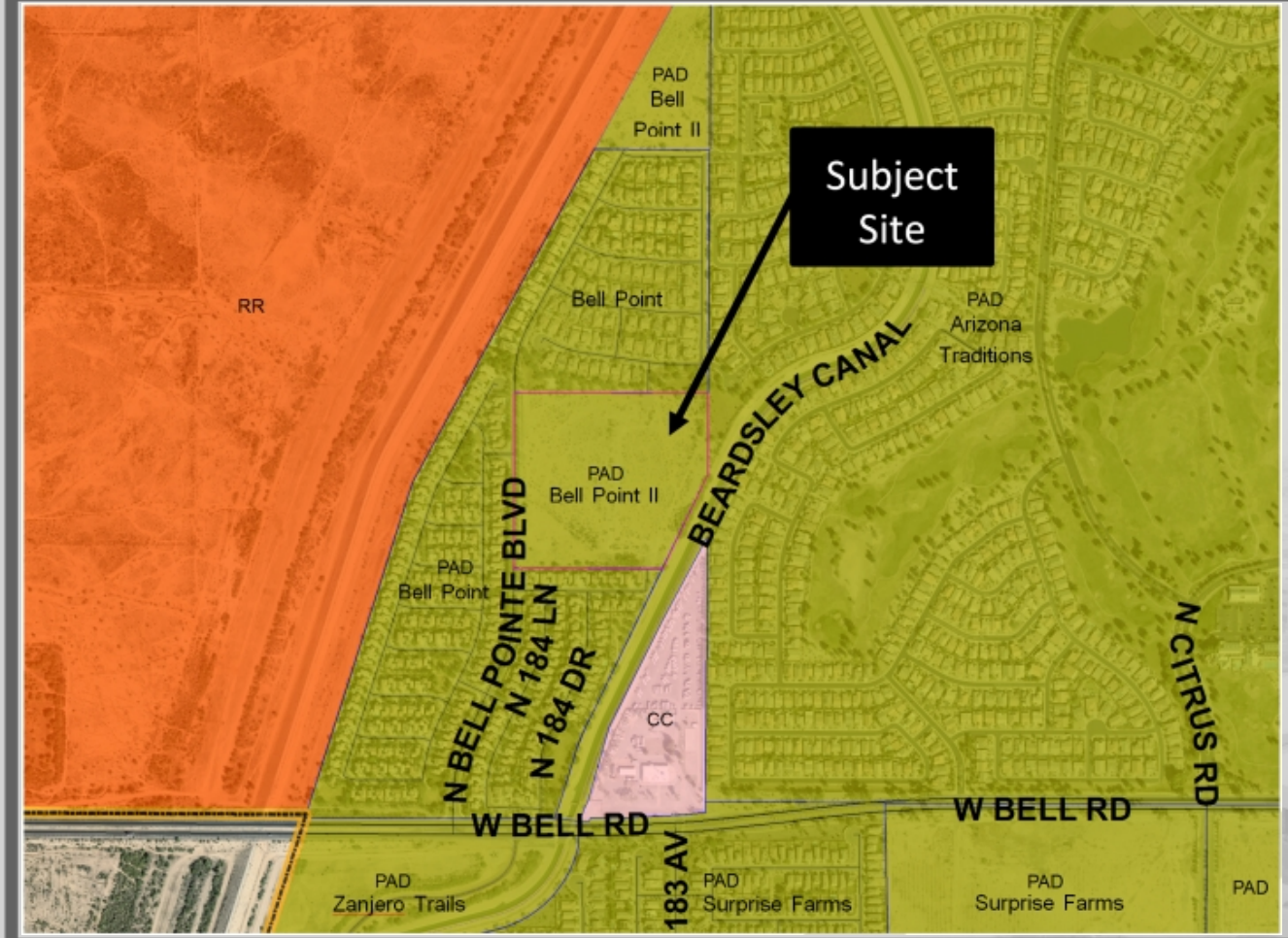
BELL POINTE II SOUTH FINAL PLAT

August 6, 2019 City Council

Bell Point II South
Vicinity Map



Bell Point II South
Case Map



FINAL PLAT

FOR

"BELL POINTE II - SOUTH"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "BELL POINTE II – SOUTH" A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND SHOWN ON THIS PLAT AND HEREIN ("BELL POINTE II – SOUTH") AND DECLARES THAT THIS PLAT IS AND FOR THE PLAT OF "BELL POINTE II – SOUTH" AND DESIGNATES EACH LOT, TRACT, STREET, AND EASEMENT CONSTRUCTED THEREIN 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 THE PLAT.

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT AND AVIGATION EASEMENT AND DEED ("AVIGATION EASEMENT") WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIRSPACE SUCH 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 FIELDS.

RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, ("OWNER") 2003 HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY AND ALL 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, ON IN CONNECTION WITH THE USE AND/OR LOCATION WITHIN THE NEARLY DESIGNATED RIGHT-OF-WAY AS DEFECTED ON THIS PLAT (EXCEPTING 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 PROPERTY OWNER FOR IMPROVEMENTS WITHIN THE BOUNDARIES OF SUCH PLAT LAND, SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PUBLIC SIGNS SHALL BE THE RESPONSIBILITY OF THE OWNER OR BELL POINTE HOMEOWNER'S 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 WITH ADDITIONAL PAVEMENT BEYOND STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND SPONSORED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER OR ITS CONTRACTORS, SUBCONTRACTORS, OR MATERIALMEN OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE CITY OF SURPRISE ONLY UPON THE ACCEPTANCE BY THE CITY COUNCIL, OR ITS DULY AUTHORIZED AGENT, OF THE OFFER OF DEDICATION. FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SIGNATURE FORMAL COUNCIL ACTION.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL SENIOR LIENS AND MARKETED EASEMENTS ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED ACCESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

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 PORTION THEREOF.

IN WITNESS WHEREOF, RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AS OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND ITS CORPORATE SEAL TO BE ATTACHED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE 21st DAY OF July, 20 19 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED Ryan Hoffman WHO ACKNOWLEDGED SELF TO BE THE Executive Assistant OF RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AS OWNER AND ACKNOWLEDGED THAT HE/SHE AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: Stacy Hutchings

MY COMMISSION EXPIRES: July 11 2022

LEGAL DESCRIPTION

A PORTION OF PARCEL NO. 2A, AS DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2000-0921965, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 3-INCH MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 2-INCH MARICOPA COUNTY ALUMINUM CAP STAMPED "T4N R2W S.34 S27 S28 X1,535.63 2002" BEARS NORTH 00° 22' 21" EAST, A DISTANCE OF 5,272.65 FEET;

THENCE NORTH 00° 22' 21" EAST, ALONG THE NORTH–SOUTH MID–SECTION LINE OF SAID SECTION 34, A DISTANCE OF 1,281.74 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF BARNACLE DRIVE, AS SHOWN IN BOOK 1014, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF BEGINNING, FROM WHICH A FOUND 1/2–INCH REBAR BEARS SOUTH 22° 48' 28" WEST, A DISTANCE OF 1.65 FEET;

THENCE LEAVING SAID NORTH–SOUTH MID–SECTION LINE, SOUTH 22° 48' 28" WEST, ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1,080.40 FEET TO THE NORTHEAST CORNER OF TRACT B OF BELL POINTE I, AS SHOWN IN BOOK 870, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE LEAVING SAID WESTERLY RIGHT–OF–WAY LINE, NORTH 89° 40' 25" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT A AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 748.15 FEET TO A CORNER OF SAID BELL POINTE I, LYING ON THE CENTERLINE OF BELL POINTE BOULEVARD AS SHOWN ON SAID BELL POINTE I, FROM WHICH A FOUND BRASS CAP FLUSH BEARS SOUTH 89° 40' 25" EAST, A DISTANCE OF 2,55.50 FEET;

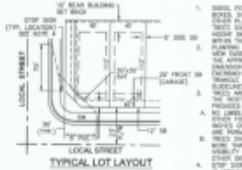
THENCE NORTH 00° 19' 35" EAST, ALONG SAID CENTERLINE OF BELL POINTE BOULEVARD, A DISTANCE OF 1,000.00 FEET TO A CORNER OF SAID BELL POINTE I, BEING MARKED BY A FOUND BRASS CAP FLUSH;

THENCE SOUTH 89° 40' 25" EAST, ALONG SAID NORTH–SOUTH MID–SECTION LINE, A DISTANCE OF 421.78 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00° 22' 21" WEST, ALONG SAID NORTH–SOUTH MID–SECTION LINE, A DISTANCE OF 421.78 FEET TO THE POINT OF BEGINNING.

NOTES

1. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE IN EXISTENCE WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH THE EASEMENT.
2. 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 SHALL ANY PLANTING EXCEPT GRASS. 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.
3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DRIVELINE UNIT PER LOT.
6. ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
7. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ZONING CHANGE OR USE PERMIT APPLICATION WITHOUT FIRST ESTABLISHING A HOMEOWNERS ASSOCIATION.
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. § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL SALES AND ASSESSMENTS BASED ON ASSESSED VALUE WITHIN THE BOUNDARIES OF THIS PLAT UNTIL SUCH TIME AS THE CITY TAKES TITLE.
10. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NO. 04013C1715L, WITH A DATE OF CONFIGURATION OF SEPTEMBER 30, 2005 FOR COMMUNITY NO. 040040 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



TYPICAL LOT LAYOUT

1. SIGNS, FENCES, WALLS, UTILITY BOXES, 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 SUN VIEW EASEMENTS SHALL BE FOR THE APPROVED TYPES AND ARRANGEMENTS AND SHALL NOT ENCROACH WITHIN THE SIGHT DISTANCE TRIANGLES AS SHOWN IN THE ADOPTED SUBDIVISION GUIDELINES.
3. ALL STRUCTURES ARE PROHIBITED WITHIN THE RESTRICTED AREAS AND EASEMENTS.
4. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
5. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS. PEDESTRIAN STOP SIGN SHALL BE INSTALLED 2' MINIMUM BEHIND BACK OF CURB.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED: _____ DATE: _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2019.

_____ DATE: _____
MAYOR

ATTEST: _____
CITY CLERK DATE

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MCWCD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 6, 1987 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1987 UNDER DOCKET NO. 87-0165227, AS AMENDED AND RESTATED AND PROPERTY INTERESTS DESCRIBED AND CONVEYED THEREIN. SUBDIVISION PLATS MAY HAVE FINDS AND SURVEYOR RIGHTS TO UTILITY EASEMENTS, UTILITY SERVICE PROVIDERS RIGHTS TO UTILITY EASEMENTS, AND PUBLIC UTILITY EASEMENT AND PROPERTY INTERESTS AND FOR ANY CITY AND MCWCD EASEMENT WITHIN CITY OR PUBLIC RIGHTS-OF-WAY. CITY AND MWCD RIGHTS WITHIN THOSE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, LIMITS PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE WMA FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO ALIGN-SIDE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS IGA.

PUBLIC NOTICE

THE LOTS EFFECTED 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 THAT ARE EFFECTIVE AT THE TIME CURRENT BUILDING PERMITS ARE ISSUED. IN RELATION TO THIS PLAT SHALL BE DISCLOSED IN ALL SALES OFFICE, ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AS OWNER OF THIS SUBDIVISION ("OWNER") (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, ON IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT FLYING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY CAUSED BY FAILING 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.

TRACT AREA TABLE

TRACT	SQ. FT. ±	ACRES ±	USE
TRACT D	4541	0.104	LANDSCAPING & OPEN SPACE
TRACT E	864	0.019	LANDSCAPING & OPEN SPACE
TRACT F	1153	0.026	LANDSCAPING & OPEN SPACE
TRACT G	7645	0.175	LANDSCAPING & OPEN SPACE
TRACT H	9353	0.214	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING STORM DRAIN & SEWER EASEMENTS AS SHOWN
TRACT I	1504	0.035	LANDSCAPING & OPEN SPACE
TRACT J	110840	2.545	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING STORM DRAIN & SEWER EASEMENTS AS SHOWN
TRACT J	6349	0.145	LANDSCAPING & OPEN SPACE
TRACT K	186	0.004	LANDSCAPING & OPEN SPACE

VICINITY MAP

OWNER

RICHMOND AMERICAN HOMES OF ARIZONA INC.
8800 E. RAINTREE DR. STE 300
SCOTTSDALE, ARIZONA 85260
PHONE: 480.367.7600
CONTACT: RYAN HUFFMAN

SURVEYOR

OUTER LIMITS LAND SURVEYING, LLC
BRIAN CARL SEAMAN, RLS #54130
PO BOX 71687
PHOENIX, ARIZONA 85050
PHONE: 602.663.4784
EMAIL: bseaman@outerlimitslv.com

ENGINEER

WESTWOOD
8808 E. RAINTREE DRIVE, STE 300
SCOTTSDALE, ARIZONA 85260
PHONE: 480.747.6336
CONTACT: SHERRIL MARTINEZ

SITE DATA

AREA:	852,198 SF± OR 19.564 AC±
NUMBER OF LOTS:	183
AVERAGE LOT SIZE:	4273.8 SF
MINIMUM LOT SIZE:	3,600 SF
MAXIMUM LOT SIZE:	6242 SF
AREA OF OPEN SPACE:	3.55 AC
SINGLE FAMILY AREA:	13.02 AC
RIGHT-OF-WAY AREA:	4.99 AC
% OF OPEN SPACE:	18.19%

EXISTING ZONING

PAD/MDR

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PROJECT IS THE NORTH–SOUTH MID–SECTION LINE OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, AS SHOWN ON FINAL PLAT FOR "BELL POINTE I," RECORDED IN BOOK 870, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS

1. TRUDY RANCH DETENTION BASIN DAM & APPURTENANCES, RECORDED IN BOOK 63 OF MAPS, PAGE 31, RECORDS OF MARICOPA COUNTY, ARIZONA.
2. DEARDORFF CANAL RIGHT OF WAY, RECORDED IN BOOK 584, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA.
3. FINAL PLAT FOR "BELL POINTE I", RECORDED IN BOOK 870, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA.
4. ARIZONA TRADITIONS NORTH PARCEL 6N, RECORDED IN BOOK 806, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.

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 JANUARY 2019, THAT THE PLAT REPRESENTS SAID SURVEY, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE SAID SURVEY TO BE RETRACED.

EXPIRES 12/31/21

FINAL PLAT
FOR
"BELL POINTE II - SOUTH"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OUTER LIMITS
LAND SURVEYING
PO Box 71687
Phoenix, AZ 85050
TEL: 602.663.4784
www.outerlimitslandsurveying.com

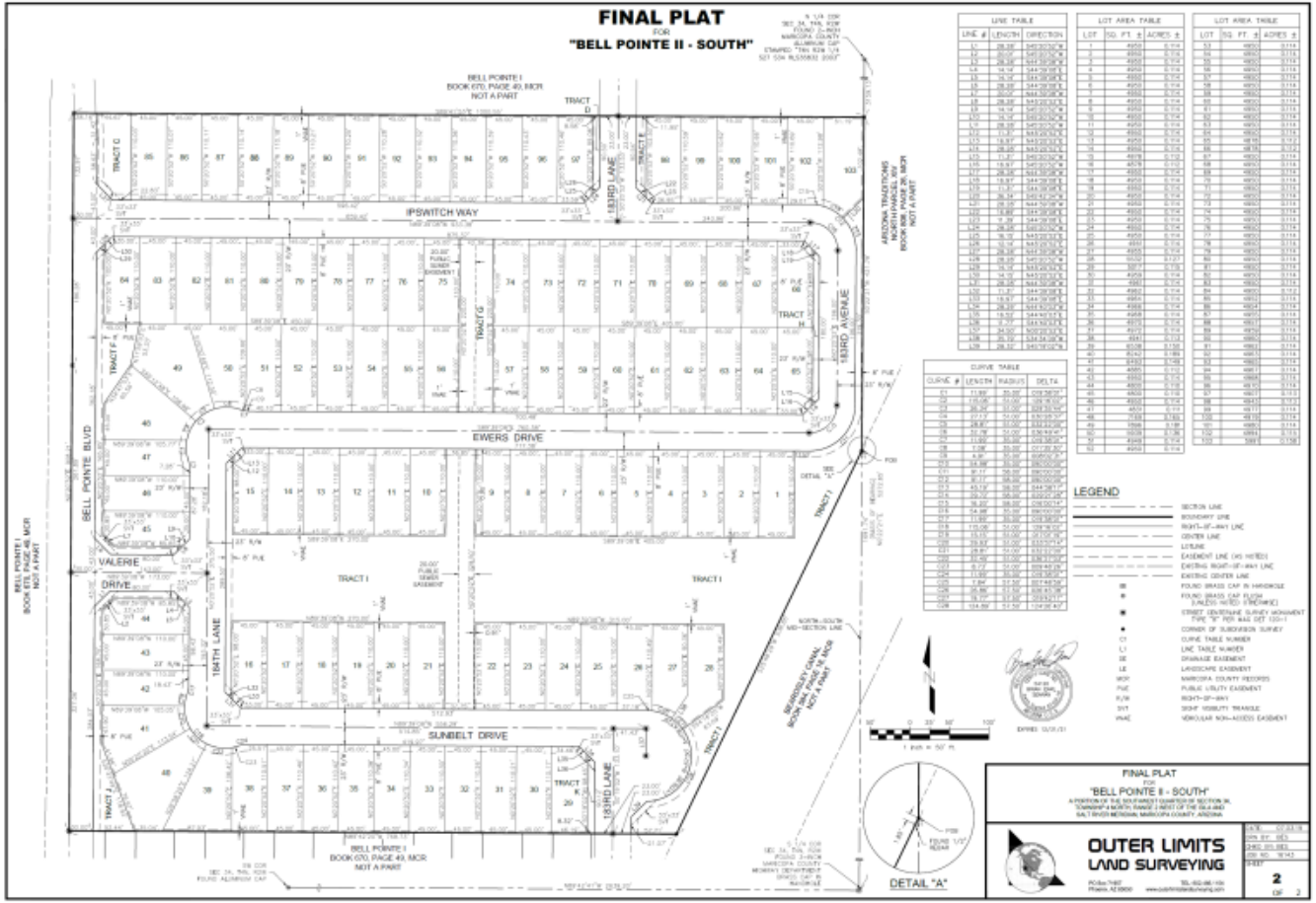
DATE: 07.03.19
DRN BY: BKS
CHKD BY: BKS
JOB NO.: 19143
SHEET
1
OF 2

Bell Point II South

Final Plat

Bell Point II South

Final Plat



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RESOLUTION #2019-92

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "FINAL PLAT FOR BELL POINTE II -- SOUTH," GENERALLY LOCATED NORTH OF BELL ROAD AND EAST OF BELL POINTE BOULEVARD.

WHEREAS, on January 12, 2006, the Mayor and City Council approved the Bell Pointe II Planned Area Development under case # PAD05-258;

WHEREAS, on May 23, 2017, staff approved a Minor Amendment to the Bell Pointe II PAD with respect to lot configuration and lot yield under case # FS17-041;

WHEREAS, on June 20, 2017, the Mayor and City Council approved the Bell Pointe II Preliminary Plat;

WHEREAS, on September 5, 2017, the Mayor and City Council approved an Alternative Assurance Agreement pertaining to Bell Pointe II North and Bell Pointe II South;

WHEREAS, on September 5, 2017, The Mayor and City Council approved Final Plats for Bell Pointe II North and Bell Pointe II South, subject to the terms of the aforementioned Alternative Assurance Agreement;

WHEREAS, the aforementioned Alternative Assurance Agreement provided that the Bell Pointe II North and Bell Pointe II South Final Plats would not be recorded until all infrastructure improvements related to the respective sites were completed and accepted;

WHEREAS, the aforementioned Alternative Assurance Agreement allows for Standard Financial Assurances to be posted in lieu of the Alternative Assurance;

WHEREAS, the aforementioned Alternative Assurance Agreement was set to expire on September 5, 2018;

WHEREAS, on September 4, 2018, the Mayor and City Council re-approved the Alternative Assurance Agreement for Bell Pointe II North and Bell Pointe II South;

WHEREAS, the re-approved Alternative Assurance Agreement is set to expire on September 4, 2019;

WHEREAS, Richmond American Homes of Arizona, Inc. has entered into a purchase agreement with Kerry Rose for the Bell Pointe II South property, with the sale of the property contingent upon the City's prior approval of the revised Bell Pointe II South Final Plat;

WHEREAS, the previously approved Bell Pointe II South Final Plat is being amended as to dedication language and current Professional Registrant seals;

WHEREAS, Richmond American Homes of Arizona, Inc. has submitted improvement plans for Bell Pointe II South, which have been revised as to current Professional Registrant seals;

WHEREAS, Richmond American Homes of Arizona, Inc. agrees, upon acquisition of the Bell Pointe II South property, to provide Standard Financial Assurances relative to Bell Pointe II South in the amount of $1,183,236.25;

WHEREAS, The City of Surprise, upon receipt of the aforementioned Standard Financial Assurances, and evidence of the transfer of the Bell Pointe II South property to Richmond American Homes of Arizona, Inc. will record the Bell Pointe II South Final Plat; and,

WHEREAS, the proposed Final Plat complies 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 Final Plat entitled "Final Plat for Bell Pointe II -- South" dated July 3, 2019 and attached as Exhibit A is hereby approved, subject to the requirements of Sections 3 through 6 below.

Section 2. The approval of this revised Final Plat does not in any way affect the Bell Pointe II North Final Plat or the effectiveness of the Alternative Assurance Agreement with respect to Bell Pointe II North.

Section 3. On or before September 4, 2019, Richmond American Homes of Arizona, Inc. shall (1) acquire legal title to and taken possession of the Bell Pointe II South property; and (2) post Standard Financial Assurances for Bell Pointe II South in the amount of $1,183,236.25.

Section 4. The City of Surprise will record the revised Final Plat for Bell Pointe II – South, attached hereto as Exhibit A, only if Richmond American Homes of Arizona, Inc. has (1) provided written documentation showing that it has acquired legal title to the Bell Pointe II South property; and (2) posted Standard Financial Assurances in the amount of $1,183,236.25.

Section 5. The City of Surprise will not record the Final Plat for Bell Pointe II – South, unless Richmond American Homes of Arizona, Inc. has satisfied the preconditions for recordation stated in Sections 3 and 4 above on or before September 4, 2019.

Section 6. If the City of Surprise does not record the Final Plat for Bell Point II – South, for any reason, including the failure by Richmond American Homes of Arizona, Inc. to have timely acquired title and posted financial assurances as required by Sections 3 and 4 above, the subject Final Plat shall become null and void and of no further force or effect on September 5, 2019. In such event, any future development of the Bell Pointe II South property will require a new preliminary and final plat.

Section 7. Any future amendment of this Final Plat may be approved without Resolution at the discretion of the City of Surprise.

APPROVED AND ADOPTED this_____day of _____, 2019.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT “A” FINAL PLAT

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action on Final Plat entitled, "Toll at Prasada – Cactus Road" dated May 9, 2019, a property generally located on Cactus Road west of Cotton Lane.

Motion:
I move to approve the Final Plat entitled, "Toll at Prasada – Cactus Road" dated May 9, 2019.

Background:
The subject request involves a Final Plat for Phase 1 of Cactus Road. This segment of Cactus Road will extend from Cotton Lane approximately ½ mile to 175th Avenue, and will include a short segment of Cotton Lane. The platting document also creates two (2) tracts each approximately one (1) acres in size outside of the Cactus Road ROW, but within the Prasada project. These tracts will accommodate multi-use trail linkages, drainage, and open space.

Objective Analysis:
Cactus Road Phase 1 improvements will include two (2) eastbound lanes along Cactus Road, with additional paving to accommodate a third eastbound lane, plus intersection improvements at Cotton Lane and Cactus Road to include turn lanes, additional paving, lane striping, and four-way stop. The applicant has provided an in-lieu payment to cover their share of the half-median associated with this segment of roadway.

The primary purpose of this Final Plat is to dedicate a portion of the Cactus Road right-of-way to the City of Surprise, while also creating certain tracts that lie outside of the right-of-way in conjunction with the Toll at Prasada Project. The subject Final Plat also includes a short segment of Cotton Lane for purpose of facilitating improvements to that intersection.

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

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

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS18-342 Toll at Prasada Cactus Road Phase 1 Final Plat 08-06-19 CC Staff Report
2. 01 FS18-342, FS18-343, FS18-691, FS19-061 Toll at Prasada Joint Vicinity Map
3. 02 FS18-342 Cactus Road Phase 1 Final Plat Case Map
4. 03 FS18-342 Toll at Prasada Cactus Road Phase 1 Final Plat
5. 04 FS18-342, FS18-343, FS18- 691, FS19-061 Toll at Prasada 08-06-19 CC Combined Presentation
6. RW value FS18-342 Toll at Prasada MOD Cactus

SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS18-342**
Project Name:	Toll at Prasada Cactus Road Phase 1 Final Plat
Council District:	3 - Mesquite
City Council Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Final Plat for Toll at Prasada Cactus Road Phase 1 within the Prasada PAD
Site Location:	Generally located on Cactus Road west of Cotton Lane
Site Size:	3.54 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approval of the requested Final Plat will allow the developer to obtain civil permits and commence construction of Cactus Road Phase 1 adjacent to the Toll at Prasada Project.

Denial of the requested Final Plat will deny the applicant the opportunity to construct Cactus Road Phase 1 adjacent to the Toll at Prasada Project in the manner proposed.

Project Description:

The subject request involves a Final Plat for Phase 1 of Cactus Road. This segment of Cactus Road will extend from Cotton Lane approximately ½ mile to 175th Avenue, and will include a short segment of Cotton Lane. The platting document also creates two (2) tracts each approximately one (1) acres in size outside of the Cactus Road ROW, but within the Prasada project. These tracts will accommodate multi-use trail linkages, drainage, and open space.

Cactus Road Phase 1 improvements will include two (2) eastbound lanes along Cactus Road, with additional paving to accommodate a third eastbound lane, plus intersection improvements at Cotton Lane and Cactus Road to include turn lanes, additional paving, lane striping, and four-way stop. The applicant has provided an in-lieu payment to cover their share of the half-median associated with this segment of roadway.

Three (3) additional cases are being presented under separate cover this date. These include:

- FS18-343 – Phase 1 Peoria Avenue Map of Dedication
- FS18-691 – Phase 2 Peoria Avenue Map of Dedication
- FS19-061 – Toll at Prasada Phase 2 Master Plat

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

July 5, 2018: The applicant filed a request for the Cactus Road Phase 1 Final Plat under case FS18-342.

July 5, 2018: The applicant filed a request for a Map of Dedication for Peoria Avenue Phase 1 under case FS18-343.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

December 18, 2018: The applicant filed a request for the Phase 2 Peoria Avenue Map of Dedication under case FS18-691.

December 20, 2018: Staff met with the developer to discuss revised Preliminary Plats and related Final Plats for Parcels C, E, F, and P during a regularly scheduled Concept Review meeting under CR18-665.

January 15, 2019: The City Council approved the Toll at Prasada Phase 1 Infrastructure Plat under case FS18-290.

January 18, 2019: The applicant filed a request for the Phase 2 Master Plat under case FS19-061.

February 14, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit P under case FS19-110.

March 4, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit E under case FS19-145.

March 5, 2019: The Council approved Final Plats for Units A, B, and D, under cases FS18-260, FS17-700, and FS18-289, respectively.

March 25, 2019: The applicant submitted a request for a Preliminary Plat for Units C and P under case FS19-184.

Reviewing Agencies:

City of Surprise (COS): The request was routed to the standard reviewing agencies who have reviewed the proposal. All issues or concerns regarding this proposal have been addressed by the applicant.

Maricopa Water District (MWD): MWD notes the project will have a significant impact on MWD facilities in the area. The applicant has entered into a Development Agreement with MWD to address those issues.

Flood Control District of Maricopa County (FCDMC): FCDMC indicated the site is located within a floodplain and that a either a Floodplain Use Permit or CLOMR/LOMR is required.

Arizona Department of Transportation (ADOT): ADOT indicated no objections to the request.

Luke Air Force Base (LAFB): LAFB offers no objections to the request.

Southwest Gas (SWG): SWG indicates no objections to the request.

Discussion:

The primary purpose of this Final Plat is to dedicate a portion of the Cactus Road right-of-way to the City of Surprise, while also creating certain tracts that lie outside of the right-of-way in conjunction with the Toll at Prasada Project. The subject Final Plat also includes a short segment of Cotton Lane for purpose of facilitating improvements to that intersection.

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

Summary:

The proposed Final Plat is one of several case activities related to the Toll at Prasada development. City Council approval of the subject Final Plat will allow the applicant to obtain the civil construction permits necessary to begin construction of the Cactus Road infrastructure. The proposed Final Plat is consistent with the Prasada PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Final Plat.

Findings:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

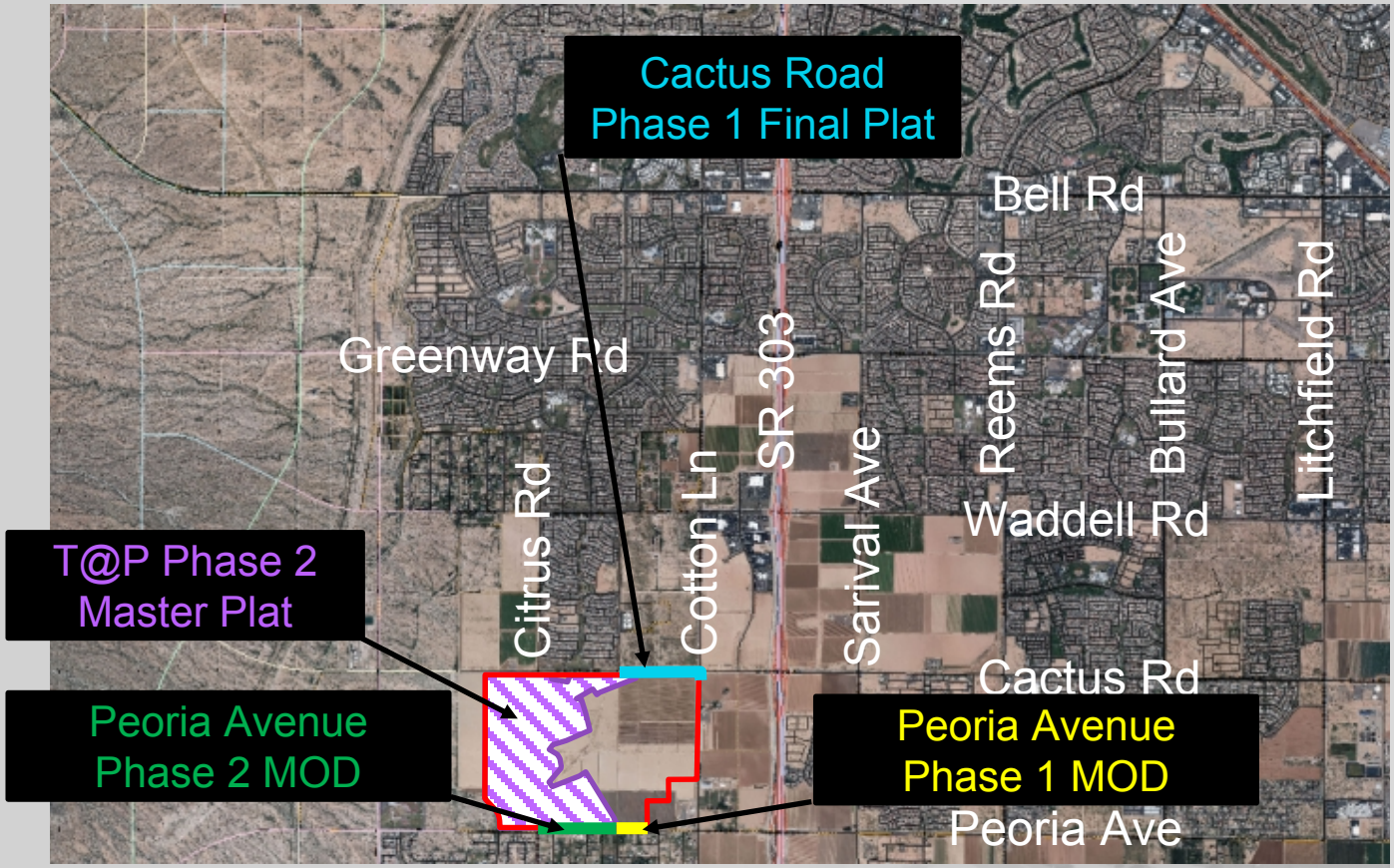
Alternative Actions:

Approval of the requested Final Plat will allow the developer to obtain civil permits and commence construction of Cactus Road Phase 1 adjacent to the Toll at Prasada Project.

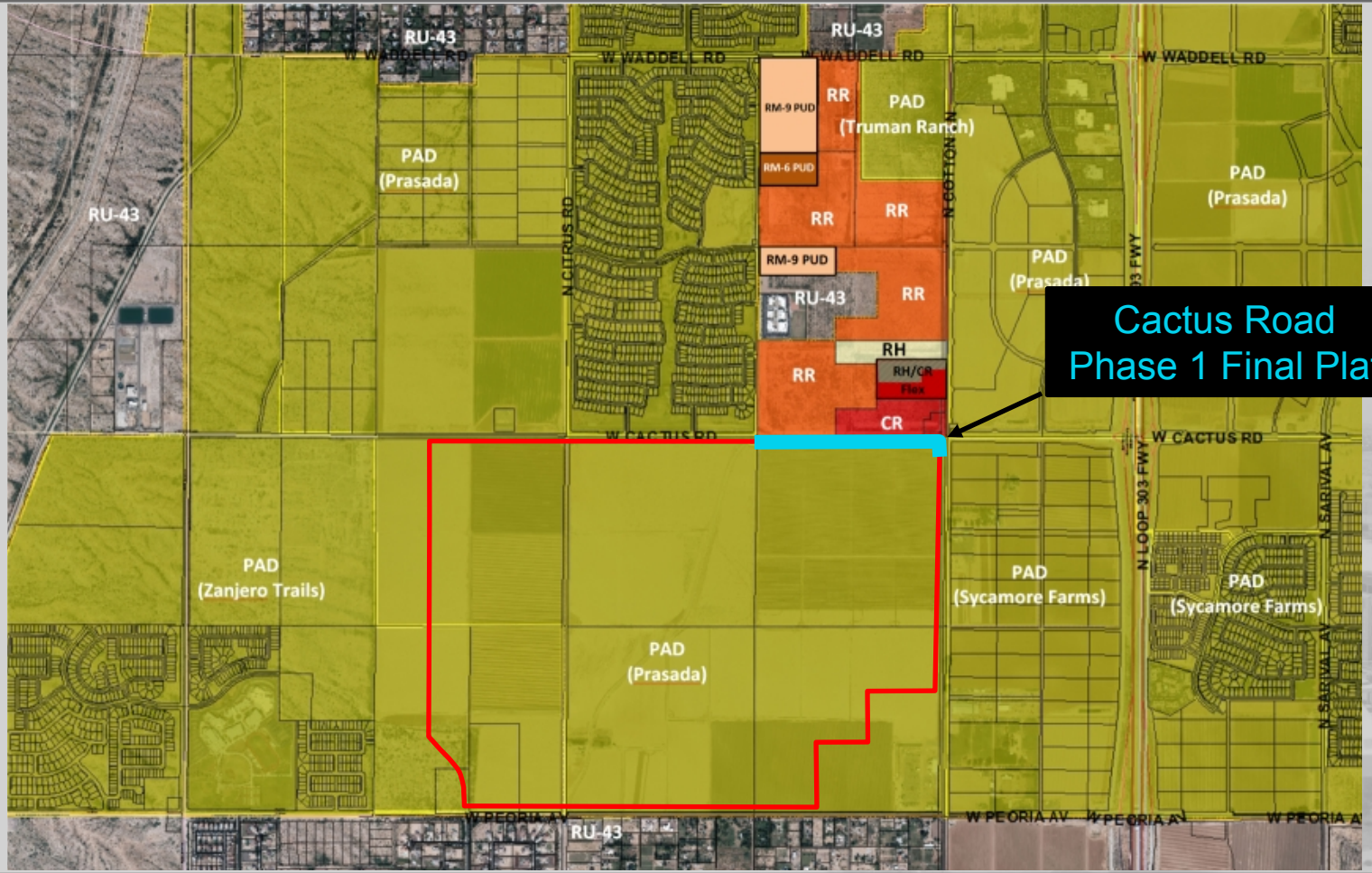
Denial of the requested Final Plat will deny the applicant the opportunity to construct Cactus Road Phase 1 adjacent to the Toll at Prasada Project in the manner proposed.

Attachments:

01 Joint Vicinity Map
02 Case Map
03 Final Plat



FS18-342, FS18-343, FS18-691, FS19-061 Combined Vicinity Map



FS18-342 Case Map

FINAL PLAT

Toll at Prasada - Cactus Road

A portion of the northeast quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF TOLL AT PRASADA – CACTUS ROAD, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET, TRACT AND EASEMENT, AND THAT EACH STREET AND TRACT SHALL BE KNOWN BY THE NAME, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREON.

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

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

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

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

TRACTS A AND B, INCLUSIVE, ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON–PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. HOA IS RESPONSIBLE FOR MAINTENANCE OF SAID TRACTS.

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 _____, 2019.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED _____ ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON _____, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT _____. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2019.

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

ATTEST:

BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE–ANNEXATION1 DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97–0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS–OF–WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

PUBLIC NOTICE

THE TRACTS DEPICTED ON THIS PLAT 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.

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27–701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST. BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST, PER THIS PLAT.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, 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.
2. PURSUANT TO A.R.S. § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
3. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. THIS MAP OF DEDICATION IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE FS17–394.
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. THE CITY OF SURPRISE WILL NOT ACCEPT THE CACTUS ROAD RIGHT–OF–WAY UNTIL THE EXISTING 75' BY 50' MWD EASEMENT AND WELL SITE # 7–23E HAS BEEN VACATED AND THE WELL ABANDONED IN ACCORDANCE WITH ADWR REQUIREMENTS.
9. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

LEGAL DESCRIPTION

PORTIONS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP FLUSH AT THE NORTHEAST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 2645.32 FEET;

THENCE SOUTH 0 DEGREES 23 MINUTES 21 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 1278.97 FEET;

THENCE SOUTH 0 DEGREES 02 MINUTES 40 SECONDS WEST, 55.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 1279.30 FEET;

THENCE NORTH 0 DEGREES 23 MINUTES 21 SECONDS EAST, 55.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT BRASS CAP FLUSH AT THE NORTHEAST CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 23, BEARS NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 2645.32 FEET;

THENCE SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, 376.03 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 49 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 35 MINUTES 49 SECONDS WEST, 55.00 FEET;

THENCE NORTH 0 DEGREES 24 MINUTES 11 SECONDS EAST, 287.41 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 1194.99 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 40 SECONDS EAST, 55.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 1200.34 FEET;

THENCE SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, 17.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 50.00 FEET;

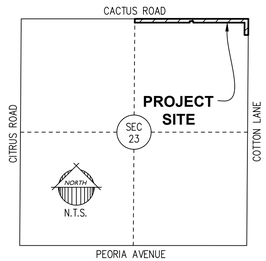
THENCE SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, 325.79 FEET TO THE POINT OF BEGINNING.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT–OF–WAY	57,041	1.3095
TRACT A	44,572	1.0232
TRACT B	52,467	1.2045
GROSS AREA	154,080	3.5372

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	MULTI–USE EASEMENT, DRAINAGE, OPEN SPACE	44,572	1.0232
B	MULTI–USE EASEMENT, DRAINAGE, OPEN SPACE	52,467	1.2045



VICINITY MAP

DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314–6711
CONTACT: OSCAR DOMINGUEZ

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: RICH HOPPE, P.E.

SHEET INDEX

1 COVER SHEET

2 MAP OF DEDICATION PLAN SHEET

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON–PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA – CACTUS ROAD" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF_____, 2019.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON–PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, JESSE BOYD, 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 DECEMBER 2017; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JESSE BOYD, R.L.S. 42937
EPS GROUP, INC.
2045 S. VINEYARD AVENUE, SUITE 101
MESA, AZ 85210
DATE OF PREPARATION: JANUARY 22, 2019

1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m
EPS GROUP

Project: Toll at Prasada - Cactus Road
SURPRISE, ARIZONA
Final Plat

Revisions:

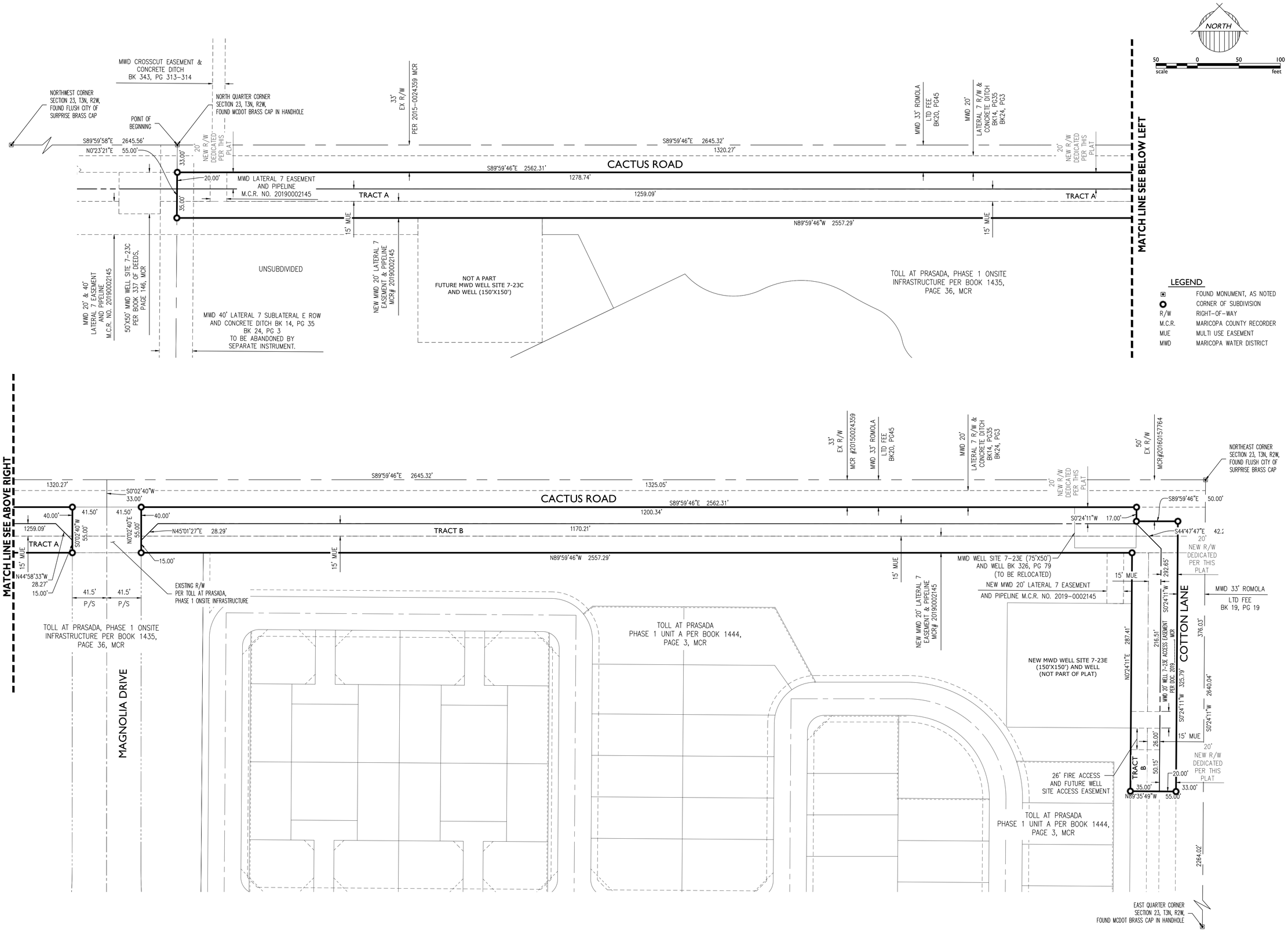
Designer: JB
Drawn by: AG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 5/30/19
ARIZONA, U.S.A.

Job No.
16-339

FP01

Sheet No.
1
of 2



1130 N. Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project:
Toll at Prasada - Cactus Road
SURPRISE, ARIZONA
Final Plat

Revisions:

Designer: JB
Drawn by: AG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 5/31/19
ARIZONA U.S.A.

Job No.
16-339
FP02

Sheet No.
2
of 2

SURPRISE
ARIZONA

April 6, 2019 City Council

Toll at Prasada

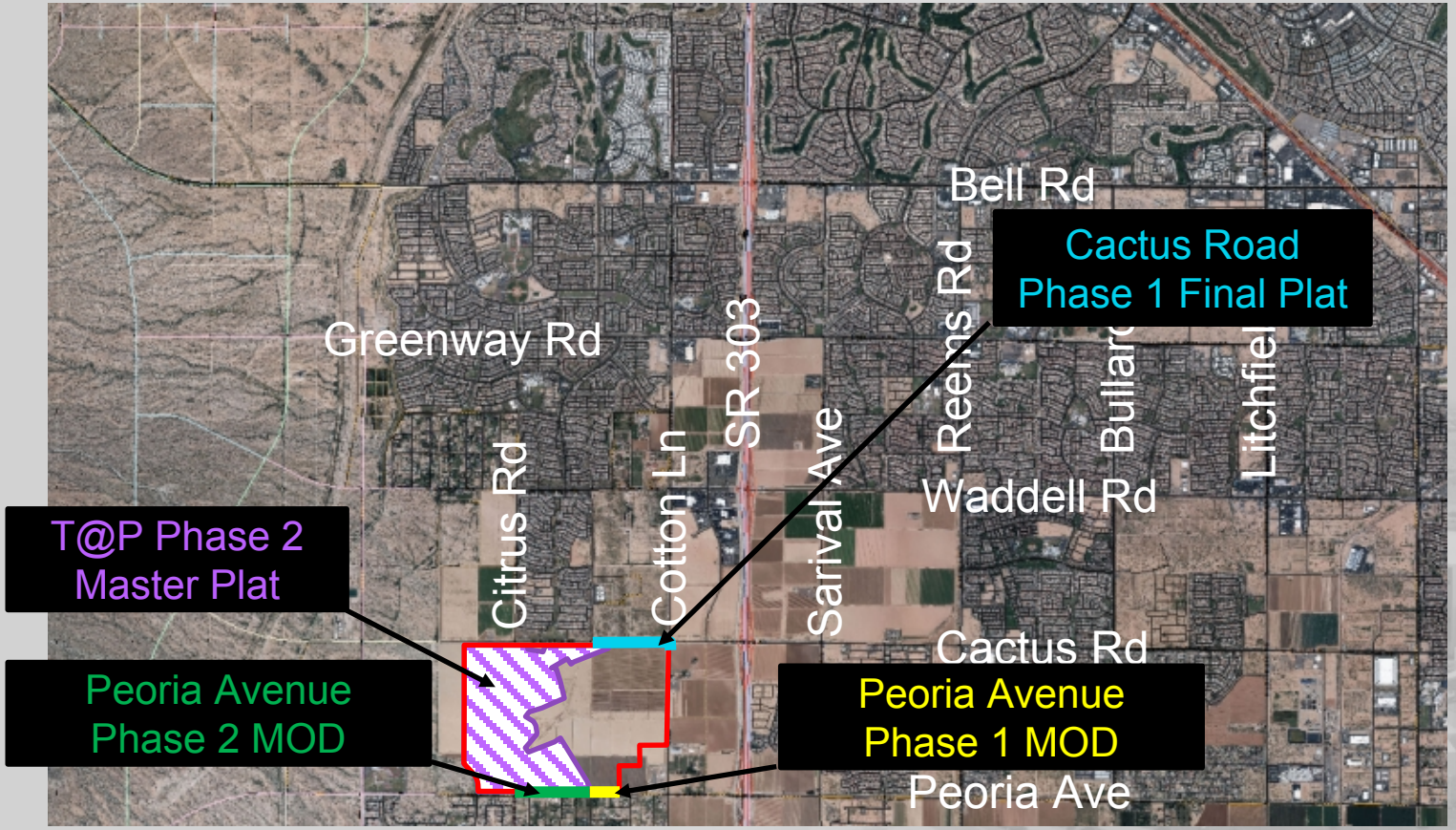
FS18-342 Cactus Road Phase 1 Final Plat

FS18-343 Peoria Avenue Phase 1 Map of Dedication

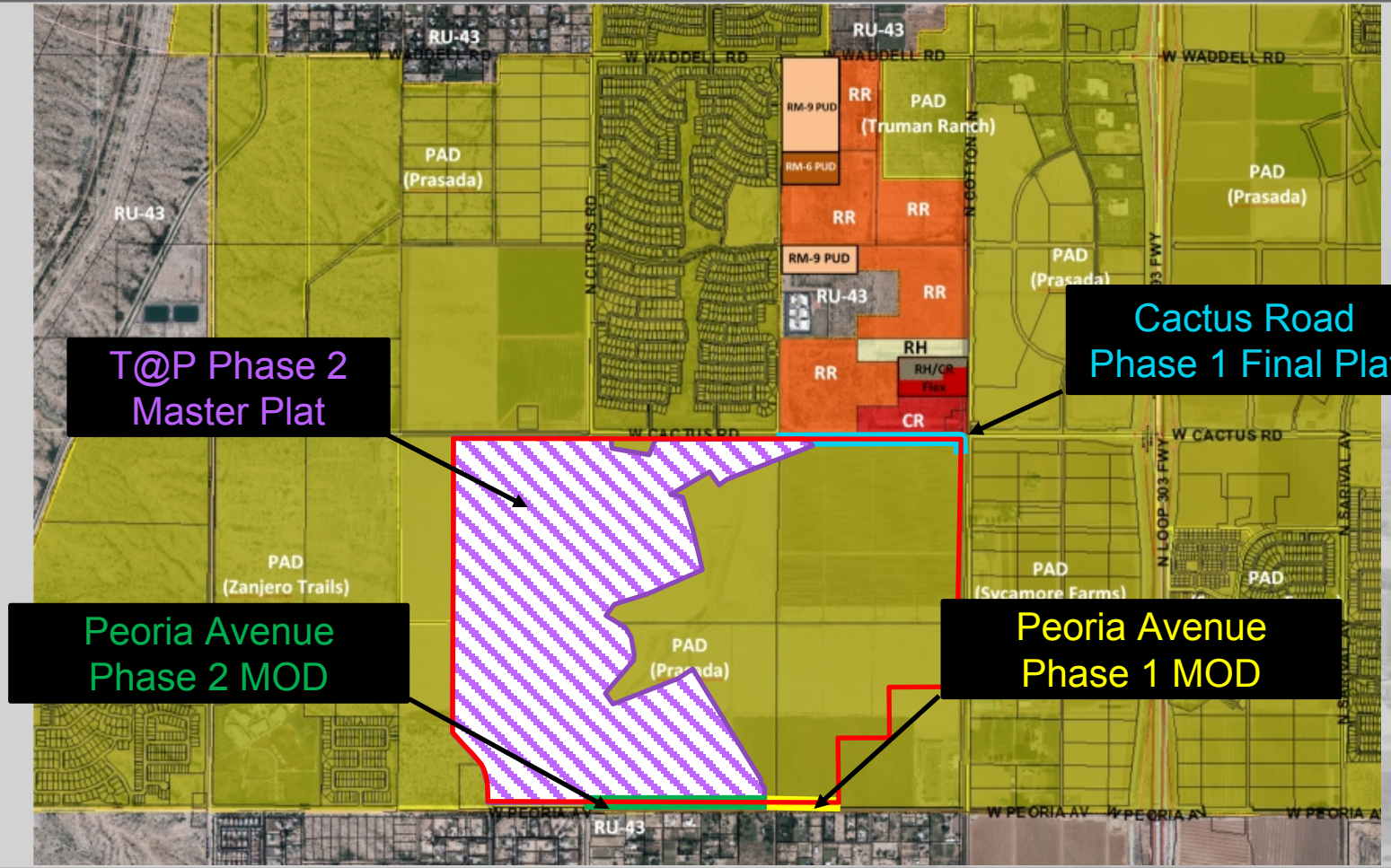
FS18-691 Peoria Avenue Phase 2 Map of Dedication

FS19-061 Phase 2 Master Plat

Combined Vicinity Map



Combined Case Map



FINAL PLAT

Toll at Prasada - Cactus Road

A portion of the northeast quarter of Section 23,
Township 3 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 TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREIN FOLLOW THE FINAL PLAT OF LAND FOR THE FINAL PLAT OF TOLL AT PRASADA - CACTUS ROAD, AND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET, THAT SAID EASEMENT AND THAT EACH STREET AND EASEMENT SHALL BE KNOWN BY THE SAME AND LETTER GIVEN TO EACH RESPECTIVELY. THE OWNER HEREBY DEDICATES AND GRANTS HEREIN:

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THE LAND AS DESCRIBED AND SHOWN ON THIS PLAT FOR THE BENEFIT AND APPURTENANCE TO THE LAND DESCRIBED AS THE AIR FORCE PLANT 44 AIRCRAFT AND THE USE, FLIGHT, PASSAGE AND LANDING OF AIRCRAFT OF ALL TYPES OF WHICH NOW OR HEREAFTER OWNED OR OPERATED BY THE UNITED STATES OF AMERICA, THEIR LESSEES, SUCCESSORS AND ASSIGNS OF AIRCRAFT LANDING AT OR TAKING OFF FROM, OR OPERATING AT OR IN THE AIR IN, FUTURE AIRCRAFT AND AIRCRAFT PARTS;

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON, AND THROUGH ANY AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESS, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND OPERATING ANY PUBLIC UTILITIES;

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS LIGHT EASEMENTS TO PROVIDE FOR THE PURPOSE OF ENSURING THAT THERE ALWAYS REMAIN PATHS OF LIGHT AND AIR FOR SOLAR COLLECTORS;

THERE ARE NO PUBLIC AREAS NOT DEDICATED TO THE PUBLIC, BUT ARE SHOWN AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION AND ASSIGNS, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND IS THE RESPONSIBILITY FOR MAINTENANCE OF SAID TRACTS;

ALL EASEMENTS FOR UTILITIES AND PUBLIC UTILITIES SHOWN AND NOTED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREIN AND NOTED. AND THE RIGHT IS HEREBY GRANTED TO EXPRESS THE CITY OF SURPRISE SHALL ALSO HAVE THE RIGHT TO PROHIBIT ANY OBSTRUCTIONS, IMPROVEMENTS OR TREES WITHIN THE EASEMENTS OR OTHER AREAS DESIGNATED FOR USE OVER, ALONG OR UNDER ANY PUBLIC UTILITY EASEMENT AS SHOWN ON THIS PLAT AND ANY ADDITIONAL AREAS FOR FINAL GRADING AS SHOWN ON PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF SURPRISE;

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED TO THE PRESENTS BY THE UNDERSIGNED, DULY AUTHORIZED THEREUNTO THIS _____ DAY OF _____, 2019.

TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER HEREBY NOTIFIES THE TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AND ITS SUCCESSORS AND ASSIGNS ("ASSOCIATION") THAT THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS SUBJECT TO THE AGREEMENT FOR THE DEVELOPMENT AND WATER DELIVERY OF THE TOLL AT PRASADA DEVELOPMENT, RECORDED AT _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ("DEVELOPMENT AGREEMENT"). THE DEVELOPMENT AGREEMENT IS BINDING ON THE LAND AND ALL OWNERS OF THE LAND, INCLUDING ANY AND ALL SUBDIVISIONS WHERE HEREBY PLATTED AND ALL SUBDIVISION PLATS, DEED RESTRICTIONS, LEASES, MAPS OR OTHER INSTRUMENTS OR ACTIONS FILED OR TAKEN BY OWNER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE LAND. THE DEVELOPMENT AGREEMENT IS IN ADDITION TO, AND NOT IN LIEU OF, ANY REQUIREMENTS OF THE CITY OF SURPRISE CODE OR ANY OTHER AGREEMENT BETWEEN OWNER AND THE CITY OF SURPRISE. THE DEVELOPMENT AGREEMENT IMPOSES CERTAIN OBLIGATIONS ON OWNER AND ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE DEVELOPMENT OF THE LAND, INCLUDING, WITHOUT LIMITATION, OBLIGATIONS TO PAY OFF-SITE FEES AND DEDICATE REAL PROPERTY OR INTERESTS IN REAL PROPERTY. OWNER AGREES TO PROVIDE A COPY OF THE DEVELOPMENT AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND AND TO RECORD THE DEVELOPMENT AGREEMENT AGAINST THE LAND BEFORE CONVEYING THE LAND TO ANY PURCHASER. OWNER AGREES TO PROVIDE NOTICE OF THE DEVELOPMENT AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND BEFORE CONVEYING THE LAND TO THE PURCHASER. OWNER AGREES TO PROVIDE NOTICE OF THE DEVELOPMENT AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND BEFORE CONVEYING THE LAND TO THE PURCHASER.

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER HEREBY GIVES NOTICE THAT THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS SUBJECT TO THE PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT, RECORDED AT _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ("DEVELOPMENT AGREEMENT"). THE DEVELOPMENT AGREEMENT IS BINDING ON THE LAND AND ALL OWNERS OF THE LAND, INCLUDING ANY AND ALL SUBDIVISIONS WHERE HEREBY PLATTED AND ALL SUBDIVISION PLATS, DEED RESTRICTIONS, LEASES, MAPS OR OTHER INSTRUMENTS OR ACTIONS FILED OR TAKEN BY OWNER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE LAND. THE DEVELOPMENT AGREEMENT IS IN ADDITION TO, AND NOT IN LIEU OF, ANY REQUIREMENTS OF THE CITY OF SURPRISE CODE OR ANY OTHER AGREEMENT BETWEEN OWNER AND THE CITY OF SURPRISE. THE DEVELOPMENT AGREEMENT IMPOSES CERTAIN OBLIGATIONS ON OWNER AND ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE DEVELOPMENT OF THE LAND, INCLUDING, WITHOUT LIMITATION, OBLIGATIONS TO PAY OFF-SITE FEES AND DEDICATE REAL PROPERTY OR INTERESTS IN REAL PROPERTY. OWNER AGREES TO PROVIDE A COPY OF THE DEVELOPMENT AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND AND TO RECORD THE DEVELOPMENT AGREEMENT AGAINST THE LAND BEFORE CONVEYING THE LAND TO ANY PURCHASER. OWNER AGREES TO PROVIDE NOTICE OF THE DEVELOPMENT AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND BEFORE CONVEYING THE LAND TO THE PURCHASER.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE, CITY AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("CWCD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 6, 1995 AND RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE AS INSTRUMENT NO. 1995-0000 ("AGREEMENT"). UNDER THE TERMS OF THE AGREEMENT, CWCD AGREED TO CONSTRUCT, OWN, OPERATE, MAINTAIN AND REPLACE WATER DELIVERY FACILITIES, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO DELIVER AND BE RESPONSIBLE FOR ALL WATER PURCHASED PURSUANT TO THE AGREEMENT. THE AGREEMENT ALSO REQUIRES THE CITY OF SURPRISE TO ENTER INTO A WATER DELIVERY AGREEMENT WITH CWCD BEFORE ANY WATER MAY BE DELIVERED TO THE CITY OF SURPRISE. THE AGREEMENT IS BINDING ON THE CITY OF SURPRISE AND ITS SUCCESSORS AND ASSIGNS. THE AGREEMENT IS IN ADDITION TO, AND NOT IN LIEU OF, ANY REQUIREMENTS OF THE CITY OF SURPRISE CODE OR ANY OTHER AGREEMENT BETWEEN OWNER AND THE CITY OF SURPRISE. THE AGREEMENT IMPOSES CERTAIN OBLIGATIONS ON OWNER AND ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE DEVELOPMENT OF THE LAND, INCLUDING, WITHOUT LIMITATION, OBLIGATIONS TO PAY OFF-SITE FEES AND DEDICATE REAL PROPERTY OR INTERESTS IN REAL PROPERTY. OWNER AGREES TO PROVIDE A COPY OF THE AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND BEFORE CONVEYING THE LAND TO THE PURCHASER. OWNER AGREES TO PROVIDE NOTICE OF THE AGREEMENT TO ANY PURCHASER OF ALL OR A PORTION OF THE LAND BEFORE CONVEYING THE LAND TO THE PURCHASER.

RELEASE OF LIABILITY

TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, ITS AGENTS, EMPLOYEES AND OFFICIALS FROM ALL CLAIMS AND DEMANDS OF ANY AND ALL KINDS OR NATURE, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE DEDICATION OF PROPERTY THAT WAS MADE AT AND THROUGH THE PLAT OR IN CONNECTION WITH ANY IMPROVEMENTS PERFORMED IN CONNECTION WITH THE DEDICATION OF PROPERTY THAT WAS MADE AT AND THROUGH THE PLAT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, DEBTS AND LIABILITIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION, REMEDIATION, USE, OCCUPANCY OR MAINTENANCE OF THE PROPERTY DEDICATED AT AND THROUGH THE PLAT, ANY IMPROVEMENTS PERFORMED IN CONNECTION WITH THE DEDICATION OF PROPERTY THAT WAS MADE AT AND THROUGH THE PLAT, ANY ALLEGED DEFECT IN THE TITLE OF THE PROPERTY DEDICATED AT AND THROUGH THE PLAT, AND ANY ALLEGED VIOLATION OF ANY ENVIRONMENTAL LAW, REGULATION OR ORDINANCE. THIS RELEASE AND INDEMNITY SHALL APPLY WHETHER OR NOT ANY SUCH CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, DEBTS OR LIABILITIES ARE BASED IN WHOLE OR IN PART ON THE NEGLIGENCE OF, OR ASSERTED AGAINST, THE CITY OF SURPRISE, ITS AGENTS, EMPLOYEES OR OFFICIALS. THIS RELEASE AND INDEMNITY SHALL NOT APPLY TO ANY CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, DEBTS OR LIABILITIES ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF SURPRISE, ITS AGENTS, EMPLOYEES OR OFFICIALS.

PUBLIC NOTICE

THE TRACTS IDENTIFIED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LAKE AND PLAYER PARK AND MAY BE SUBJECT TO OCCASIONAL NOISE, ODOR, AND OTHER EFFECTS ASSOCIATED WITH THE OPERATION OF SUCH FACILITIES IN ACCORDANCE WITH NORMAL OPERATIONS. FOR MORE INFORMATION, CONTACT THE CITY OF SURPRISE, A MAP DEPICTING THE MOST CURRENT NOISE CONTOURS IS AVAILABLE FOR REVIEW AT THE CITY OF SURPRISE PLANNING DEPARTMENT LOCATED AT 16000 N. CIVIC CENTER PLAZA, SURPRISE, ARIZONA. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE ENVIRONMENTAL MANAGEMENT DEPARTMENT.

100 YEAR ASSURED WATER SUPPLY

THE ASSURED WATER SUPPLY DESIGNATION FOR THIS PLAT IS _____.

_____ _____
DIRECTOR, CWCD DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 89°59'59" WEST AS SHOWN HEREON. THE ENDPOINTS OF THE LINE ARE AS SHOWN HEREON.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS ZONE X (SHADED) AND ZONE X, ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 04013C0930L, 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 THE PROPERTY IS SITUATED.
2. PURSUANT TO A.R.S. § 9-463.05(B), THE CITY OF SURPRISE, A MUNICIPAL CORPORATION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL FEES AND ASSESSMENTS DUE IN CONNECTION WITH VALUE EXCEPT FOR PUBLIC UTILITY RATES AND TAXES, WHEN APPLICABLE.
3. LANDSCAPING MAINTENANCE WITHIN THE RESIDENCE WITHIN PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR COLLECTOR STREET CLASSIFICATION SHALL BE ACCOMPLISHED BY THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. THE USE OF DEVELOPMENT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE ON [DATE].
5. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND TRACTS SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE ASSOCIATION FORMED BY THE OWNER.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAY (INCLUDING LANDSCAPING BETWEEN SIDEWALK/TRAIL AND LOCAL STREET) AND LANDSCAPING ABOVE RETAINING WALLS WITHIN THE OPEN SPACE, RETENTION BASINS, AND TRACTS SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
7. IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE SHALL EXPERIENCE THAT ALL RIGHTS-OF-WAY AND EASEMENTS SHALL BE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. THE CITY OF SURPRISE SHALL NOT ACCEPT THE FACILITIES UNDER NON-PRIVATE ZONE THE RESPONSIBILITY OF THE CITY AND ENGINEERING SHALL BE A MATERIAL DEFECTIVE AND THE WILL ASSESSMENT IN ACCORDANCE WITH ANY AGREEMENT.
9. NO ON-SITE GRADING OF RETENTION BASIN, SLOPE WITHIN THESE OTHERWISE APPROVED FROM THE CITY OF SURPRISE.

LEGAL DESCRIPTION

PORTIONS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN RANGE AT THE NORTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP IN RANGE AT THE NORTHEAST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 2645.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1320.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1319.97 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, 50.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1319.38 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT BRASS CAP IN RANGE AT THE NORTHEAST CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP IN RANGE AT THE NORTH QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 2645.00 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, 1318.67 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, 1318.67 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1319.97 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, 1318.67 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1319.38 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, 1318.67 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 1320.00 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 1319.97 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, 1318.67 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 1319.38 FEET TO THE POINT OF BEGINNING.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NON-RESIDENTIAL	57,041	1.3095
TRACT A	44,572	1.0232
TRACT B	52,467	1.2045
GROSS AREA	154,080	3.5372

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	MULTI-USE EASEMENT, DRAINAGE, OPEN SPACE	44,572	1.0232
B	MULTI-USE EASEMENT, DRAINAGE, OPEN SPACE	52,467	1.2045

VICINITY MAP

DEVELOPER

TOLL PRASADA, LLC
9191 E. BASELINE ROAD, SUITE 260
MESA, AZ 85209
TEL: (602) 774-4731
CONTACT: CODY CHRISTENSEN

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: KEN BOYNTON, P.E.

SHEET INDEX

1 COVER SHEET

2 KEY OF DEDICATION PLAN SHEET

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, HEREIN REFERRED TO AS "ASSOCIATION", HEREBY APPROVES THE PLAT OF TOLL AT PRASADA - CACTUS ROAD AND THE COVENANTS AS SHOWN HEREON (FOR AT UNDER THE WAY OF DEDICATION).

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED TO THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2019.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

APPROVED: _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, JESSE KNOX, REGISTERED CIVIL ENGINEER IN THE STATE OF ARIZONA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY 2019, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN HEREON AND THAT ALL MONUMENTS ACTUALLY WERE SET AS SHOWN, AND THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS FOR A SUBDIVISION BOUNDARY SURVEY.

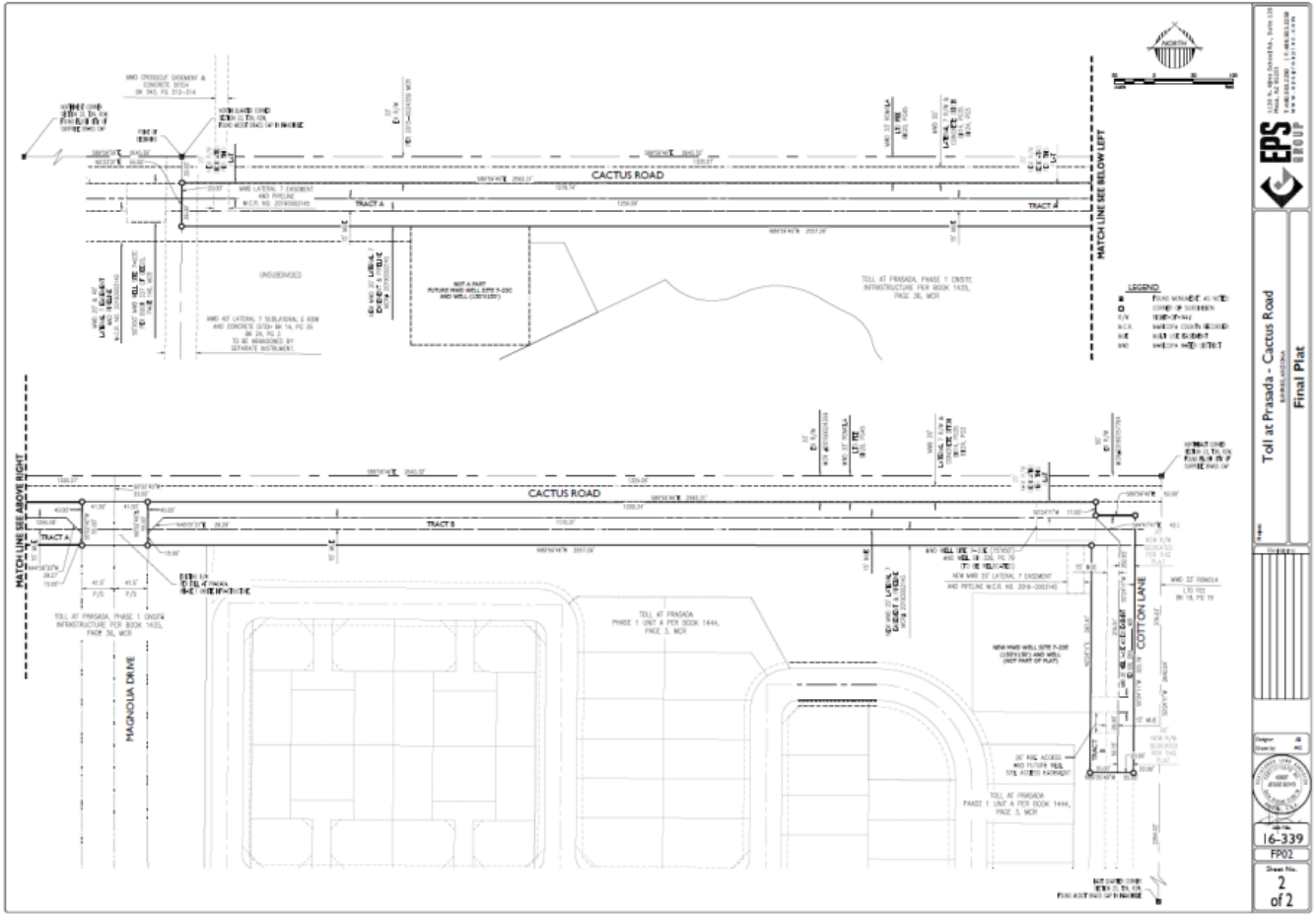
JESSE KNOX, R.L.S. 42837
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
DATE OF PREPARATION: JANUARY 22, 2019

EPS GROUP
2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
p 480.503.2250 f 480.503.2258
w w w . e p s g r o u p . c o m

Toll at Prasada - Cactus Road
Final Plat

Project No.
16-339
FP01
Sheet No.
1
of 2

FS18-34 Cactus Road
Phase 1 Final Plat

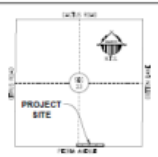


FS18-342 Cactus Road Phase 1 Final Plat

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase I

A portion of the south half of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



VICINITY MAP

NOT TO SCALE

DEDICATION

ACKNOWLEDGMENT

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

GENERAL NOTES

LEGAL DESCRIPTION

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

DEVELOPER

ENGINEER

SHEET INDEX

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

CERTIFICATION

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW PROPERTY	75,012	1.676
GROSS AREA	75,012	1.676

EPS GROUP

Toll at Prasada - Peoria Avenue - Phase I

Map of Dedication

16-339

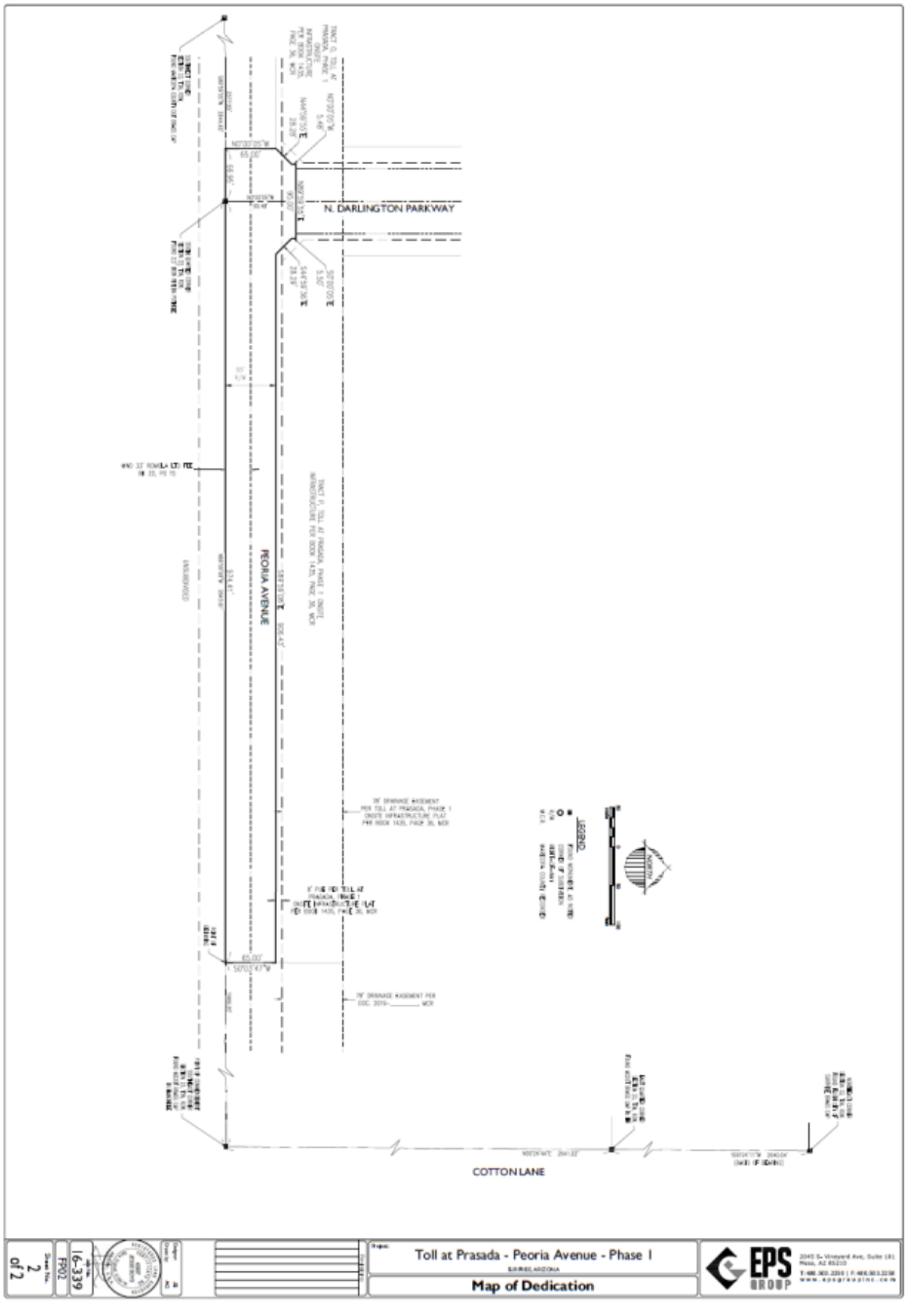
FP01

Sheet No.

1

of 2

FS18-343 Peoria Avenue Phase 1 MOD

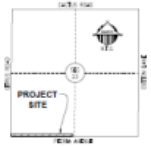


FS18-343 Peoria Avenue Phase 1 MOD

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 2

A portion of the Southwest Quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



DEDICATION

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, an Arizona limited liability company, as OWNER, HEREIN FOLLOWING, THE DAY OF DEDICATION OF TOLL AT PRASADA – PEORIA AVENUE – PHASE 2, 2022, LOCATED IN A PORTION OF THE DOCUMENT MAP OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND RECORDED BOOK ____ PAGE ____ OF RECORDS, DO FURTHER INCLUDING AND DEDICATE THE EASEMENTS IN THESE STREET AND THAT SUCH STREET SHALL BE KNOWN TO THE SAME EXTENT IN SUCH EASEMENTS.

SAID PERSONS SIGNED TO THE UNITED STATES OF ARIZONA DEPARTMENT OF THE AIR FORCE, COUNTY OF MARICOPA, AND ARIZONA PUBLIC SERVICE COMPANY, AND ITS SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AND ASSIGNS THE RIGHT OF INGRESS AND EGRESS TO AND FROM ALL THE RIGHT OF WAY OF DEDICATION AND EASEMENTS AND FACILITIES, THEREBY WHEN SUBJECT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FACILITIES USED FOR THE PURPOSE OF PROVIDING ELECTRICITY AND COMMUNICATIONS, TOGETHER WITH THE RIGHT TO PERMIT ANY OTHER PUBLIC UTILITY OR ANY OTHER USE THAT DOES NOT INTERFERE WITH THE USE OF THE EASEMENTS FOR THE PURPOSES INTENDED BY THE GRANTOR.

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

ON THIS ____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X UNSHADED" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR FLOOD INSURANCE RATE MAP NO. 04013C2245L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040051 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS LOCATED.
2. IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE HEREBY GIVES NOTICE THAT ALL DEVELOPMENT OCCURRING WITHIN THE MAP OF DEDICATION AREA IS SUBJECT TO COMPLIANCE WITH THE CURRENT ZONING CODE.
3. PURSUANT TO ARS § 9-500.39, THE CITY OF SURPRISE'S FINANCIAL DISTRESS IN THE STATE OF ARIZONA IS IDENTIFICATION ALL FEES AND AGREEMENTS MADE ON ASSESSED VALUE DIRECTLY OR INDIRECTLY AFFECTED AND NOTED HEREIN AND APPLICABLE.
4. LANDSCAPING MAINTENANCE WITHIN THE RESERVE WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR NATIONAL STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
5. THE MAP OF DEDICATION IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE PLT21-0XX.

LEGAL DESCRIPTION

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

DEVELOPER

TOLL BROTHERS
8767 E. VIA DE VENTURA, SUITE 350
SCOTTSDALE, AZ 85258
TEL: (480) 314-4777
CONTACT: DEAN DOMONKOS

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: TODD BOYCE, P.E.

SHEET INDEX

1 COVER SHEET
2 MAP OF DEDICATION PLAN SHEET

CITY OF SURPRISE ENGINEER APPROVAL

THIS IS TO CERTIFY THAT THE MAP OF DEDICATION HEREIN WAS APPROVED THIS ____ DAY OF _____, 20__, BY THE ENGINEER OF THE CITY OF SURPRISE, ARIZONA.

APPROVED:

ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 20__.

MAYOR DATE

ATTEST:

CITY CLERK DATE

CERTIFICATION

I, JOHN DOE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THE MAP OF DEDICATION CONSISTING OF SHEET 1 AND SHEET 2 WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2021; THAT THE SURVEY IS TRUE AND CORRECT TO THE KNOWLEDGE AND BELIEF THAT ALL MONUMENTS ACTUALLY EXIST THAT ARE ADEQUATELY AND SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN DOE, R.L.S. 42937
EPS GROUP, INC.
2045 S. VINEYARD AVENUE, SUITE 101
MESA, AZ 85210
DATE OF PREPARATION: DECEMBER 15, 2021

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT-OF-WAY	107,533	2.4682
GROSS AREA	107,533	2.4682

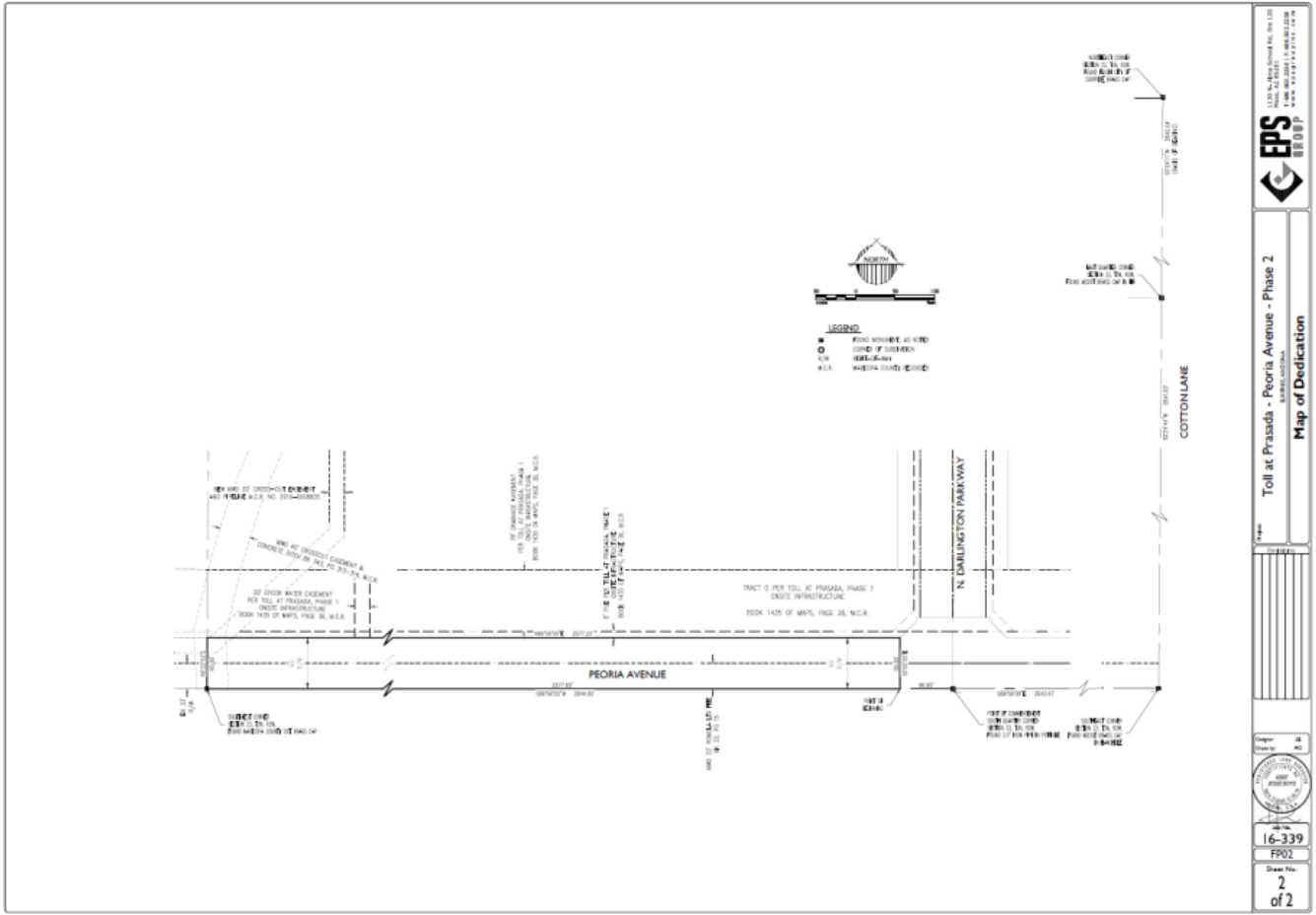
EPS GROUP
2045 S. Vineyard Ave., Ste 101
Mesa, AZ 85210
T: 480.503.2250 F: 480.503.2258
W: www.epsgroupinc.com

Project: Toll at Prasada - Peoria Avenue - Phase 2
Subject: Map of Dedication

Designed: JB
Drawn by: MD

Job No. 16-339
FP01
Sheet No. 1 of 2

FS18-691 Peoria Avenue Phase 2 MOD



FS18-691 Peoria Avenue Phase 2 MOD

Final Plat

Toll at Prasada Phase 2 Master Plat

Portions of Sections 22 and 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER" HEREIN INCLUDING THE FINAL PLAT OF TOLL AT PRASADA PHASE 2 MASTER PLAT, SITUATED IN A PORTION OF THE WEST HALF OF SECTION 22 AND A PORTION OF THE NORTHEAST OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENT AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER AND LETTER GIVEN TO EACH RESPECTIVELY ON THE PLAT AND THAT ALL EASEMENTS ARE HEREBY DEDICATED.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FOR PUBLIC USE THE PUBLIC EASEMENTS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, FOR PUBLIC UTILITY PURPOSES, THAT IS ORIGINALLY PLACED UNDER ANY AND PROPERTY WITHIN THE PLAT COVERED BY THE ENVIRONMENTAL ASSESSMENT FOR THE PURPOSE OF PROVIDING CONSTRUCTION AND MAINTENANCE ACCESS TO AND OVER SUCH FACILITIES AS DESCRIBED.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS APPURTENANCE, DRAINAGE AND UTILITIES FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING, AND UTILIZING THE SAME AND ANY AND ALL OTHER PUBLIC UTILITIES DEEMED NECESSARY BY THE CITY OF SURPRISE.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, FOR PUBLIC UTILITY PURPOSES, THAT IS ORIGINALLY PLACED UNDER ANY AND PROPERTY WITHIN THE PLAT COVERED BY THE ENVIRONMENTAL ASSESSMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING, AND UTILIZING THE SAME AND ANY AND ALL OTHER PUBLIC UTILITIES DEEMED NECESSARY BY THE CITY OF SURPRISE.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC TRAILS EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING, AND UTILIZING PUBLIC TRAILS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS "DRAINAGE EASEMENT" ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING, AND UTILIZING DRAINAGE FACILITIES AND OTHER NECESSARY APPURTENANCES.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA OWNERSHIP OF THE AIR SPACE ("AIRSPACE") AS DEFINED BY FEDERAL AVIATION REGULATIONS PART 77, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM, OR OPERATING AT OR IN THE VICINITY OF THE LUKE AIR FORCE BASE, AS AMENDED FROM TIME TO TIME.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, FOR PUBLIC UTILITY PURPOSES, THAT IS ORIGINALLY PLACED UNDER ANY AND PROPERTY WITHIN THE PLAT COVERED BY THE ENVIRONMENTAL ASSESSMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING, AND UTILIZING THE SAME AND ANY AND ALL OTHER PUBLIC UTILITIES DEEMED NECESSARY BY THE CITY OF SURPRISE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES SHALL BE CONSTRUCTED IN THE PUBLIC EASEMENTS OR CONVEYANCES TO OWNER WITHIN THE PUBLIC EASEMENTS FROM THE DEVELOPER. IN ANY PHASE OR PHASES, WHICH ARE DEDICATED TO THE CITY OF SURPRISE, THE CITY SHALL NOT BE RESPONSIBLE TO MAINTAIN SUCH STREETS UNTIL THE CITY ISSUES THEIR COMPLETION WARRANT. SUCH STREETS SHALL NOT BECOME OPEN TO THE PUBLIC UNTIL THE CITY OF SURPRISE HAS ACCEPTED THE IMPROVEMENTS IN ACCORDANCE WITH THE CITY CODE.

THE DEVELOPMENT SHALL HOLD THE CITY HARMLESS AND INDEMNIFY AND DEFEND ALL AND EACH SUCH CITY EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, ACTIONS, AND SUITS BROUGHT IN RELATION TO THE PLAT OR ANY PHASE OR SUB-PHASE OF SUCH PLAT.

THAT A DRAINAGE EASEMENT ARE NOT DEDICATED TO THE PUBLIC, BUT ARE RESERVED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION AND ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE EASEMENTS, CONDITIONS AND RESTRICTIONS SHOWN THEREON AND FOR THE MAINTENANCE OF SAID TRACTS.

EXCEPT AS TO ANY AREAS ACCEPTED FOR MAINTENANCE BY GOVERNMENTAL ENTITIES TO MARICOPA WATER DISTRICT AS DEFINED IN THE PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, ALL EASEMENTS AND RIGHTS OF WAY SHOWN ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO OWNER AND THE DEVELOPER FOR THE PURPOSES, TO CONSTRUCT, INSTALL, AND MAINTAIN SAME AND FOR INGRESS AND EGRESS THERETO, TOGETHER WITH THE RIGHT TO REMOVE TREES, BRUSH, AND THE CONTENTS OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO REMOVE TREES, BRUSH, OVERHANG, TREES AND BRANCHES FROM THE EASEMENTS, AS AND TO THE EXTENT DEEMED NECESSARY BY OWNER OR DEVELOPER IN THE EXERCISE OF THE RIGHTS GRANTED HEREIN. OWNER AND DEVELOPER SHALL NOT BE LIABLE FOR THE REMOVAL OF TREES, BRUSH, OVERHANG, TREES AND BRANCHES FROM THE EASEMENTS, AS AND TO THE EXTENT DEEMED NECESSARY BY OWNER OR DEVELOPER IN THE EXERCISE OF THE RIGHTS GRANTED HEREIN. OWNER AND DEVELOPER SHALL NOT BE LIABLE FOR THE REMOVAL OF TREES, BRUSH, OVERHANG, TREES AND BRANCHES FROM THE EASEMENTS, AS AND TO THE EXTENT DEEMED NECESSARY BY OWNER OR DEVELOPER IN THE EXERCISE OF THE RIGHTS GRANTED HEREIN.

EXCEPT SHALL NOT BE CHANGED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF THE CITY OF SURPRISE, AND NO CHANGES SHALL BE MADE IN THE GRADE OF ANY EASEMENT WITHOUT THE WRITTEN CONSENT OF THE CITY OF SURPRISE. ANY CHANGES SHALL BE MADE AT THE EXPENSE OF THE PERSON OR PERSONS REQUESTING THE CHANGES. IF THE SUBDIVISION'S ASSIGNS, HEIRS OR SUCCESSORS IN INTEREST SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENTS, AND NO BUILDINGS, STRUCTURES, PLANTING OR OTHER OBSTACLES SHALL BE PLACED OVER THE EASEMENTS UNLESS THEY ARE APPROVED BY THE CITY OF SURPRISE. OWNER SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED BY THE CITY OF SURPRISE RELATIVE TO THE EASEMENTS, INCLUDING ATTORNEY'S FEES AND COSTS, IN ATTEMPTING TO ANY AGREEMENTS MADE TO ACCOMPLISH THE EASEMENTS AS REQUIRED.

OWNER SHALL NOTIFY ANY PURCHASER OF EASEMENTS OR PORTIONS OF EASEMENTS, OR ANY PERSONS DESIGNATED TO MAKE SUCH NOTIFICATION, OF THE EXISTENCE OF THE EASEMENTS AND OF THE RESTRICTIONS IMPOSED ON THE USE OF THE EASEMENTS. OWNER SHALL ALSO NOTIFY ANY PURCHASER OF EASEMENTS OR PORTIONS OF EASEMENTS, OR ANY PERSONS DESIGNATED TO MAKE SUCH NOTIFICATION, OF THE SUBSTANTIALLY ADVERSE IMPACTS IN OVER THE EASEMENTS AND THE USE OF THE EASEMENTS FOR THE PURPOSES INTENDED BY OWNER. OWNER SHALL MAKE THE PROVISIONS SPECIFIED IN THIS PARAGRAPH IN ANY CONTRACT OR AGREEMENT FOR SALE OR CONVEYANCE OF THE EASEMENTS OR PORTIONS OF EASEMENTS, AND SHALL INCLUDE THE PROVISIONS IN ANY DEED OR OTHER INSTRUMENT OF CONVEYANCE. THE PROVISIONS SPECIFIED IN THIS PARAGRAPH SHALL BE BINDING ON OWNER AND ALL SUBSEQUENT PURCHASERS, SUCCESSORS IN INTEREST, AND ASSIGNS, AND ITS OBLIGATIONS UNDER THIS PARAGRAPH SHALL TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AFTER THE RECORDING OF A DOCUMENT THAT WILL NOT BE FURTHER CONVEYED BY OWNER.

AND WE ALSO DO HEREBY DEDICATE TO MARICOPA COUNTY FLOOD CONTROL DISTRICT, SUCH DRAINAGE EASEMENTS AS SHOWN HEREON AND AS DESCRIBED IN THE PLAT AND RESERVE SAID EASEMENTS FOR THE PURPOSES INDICATED.

IN WITNESS WHEREOF: TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS CAUSED THE SAME TO BE SIGNED AND ITS CORPORATE NAME TO BE AFFIXED HERETO AND ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ NAME: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

UNDER PRE-ANNEXATION DEVELOPMENT AGREEMENT, DATED _____, 20__, BY AND BETWEEN TOLL PRASADA LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND RECORDED AT _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND THE MARICOPA COUNTY FLOOD CONTROL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED _____, 20__, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON _____, 20__, UNDER DOCKET _____, PAGE _____, AND AMENDED AND RESTATED BY AMENDMENT NUMBER ONE, DATED _____, 20__, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON _____, 20__, AT _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND AMENDED AND RESTATED BY AMENDMENT NUMBER TWO, DATED _____, 20__, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON _____, 20__, AT _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND AMENDED AND RESTATED BY AMENDMENT NUMBER THREE, DATED _____, 20__, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON _____, 20__, AT _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA. THE PROVISIONS INCLUDED IN THE PLAT ARE SUBJECT TO THE AGREEMENT.

IN ADDITION, WHERE APPROPRIATE, BUILDERS WILL ADD ALL OBLIGATIONS WITHIN A SUBDIVISION PLAT, DEEDS AND COVENANTS WHERE THE OBLIGATIONS ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND PUBLIC AND PRIVATE IMPROVEMENTS WILL BE CONSTRUCTED AND MAINTAINED BY THE HOA.

CITY SHALL HAVE THE RIGHT TO ENFORCE AND CONTROL THE OBLIGATIONS UNDER THE DEEDS AND COVENANTS IF THESE DOCUMENTS. CITY RESERVES THAT THESE DEEDS AND COVENANTS CANNOT BE REVISED OR REMOVED WITHOUT THE CONSENT OF THE CITY. THE CITY SHALL BE A THIRD PARTY BENEFICIARY TO THE DEEDS AND COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE DEEDS AND COVENANTS.

PUBLIC NOTICE

TOLL AT PRASADA PHASE 2 MASTER PLAT, AS RECORDED IN BOOK _____, PAGE _____, MARICOPA COUNTY RECORDS, IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT AND ANY AMENDMENTS THERETO, AND ALL OBLIGATIONS THEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR A LOT WITHIN THE PLAT, THE CONSTRUCTION OF THE WATER AND WASTEWATER FACILITIES NECESSARY TO SERVE SUCH LOT SHALL HAVE BEEN COMPLETED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT AND ALL APPLICABLE CITY REGULATIONS, AND THE CITY SHALL HAVE ISSUED A CERTIFICATE OF OCCUPANCY FOR THE WATER AND WASTEWATER FACILITIES SERVING SUCH LOT.

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNER) AND HEREBY (1) RELEASE AND DISCHARGE THE CITY AND THE CITY'S OFFICERS AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM LIABILITY OF ANY KIND TO THE PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE DUE, OR IN CONNECTION WITH ANYWAY CONSTRUCTED UPON AGREEMENT, RIGHT-OF-WAY, EASEMENT, PLAT, OR PERMIT ISSUED, MADE OR GRANTED BY THE CITY OF SURPRISE, ARIZONA, AND ACCEPTED BY THE GRANTEE. THE GRANTEE SHALL MAKE THEIR OWN INSPECTIONS AND SHALL NOT RELY ON THE CITY OF SURPRISE, ARIZONA, OR ITS AGENTS, EMPLOYEES OR CONSULTANTS TO PROVIDE SUCH INSPECTIONS ON THEIR BEHALF. IT IS THE INTENT OF THIS RELEASE THAT THE CITY OF SURPRISE, ARIZONA, SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR INJURY WHICH WOULD NOT HAVE OCCURRED IF THE CITY OF SURPRISE, ARIZONA, HAD INSPECTED THE DEVELOPMENT PRIOR TO ACCEPTANCE AND SIGNING THE CERTIFICATE OF COMPLETION AND HAD REQUIRED CORRECTIONS BEFORE THE CERTIFICATE WAS SIGNED. THE GRANTEE WILL NOT BE REQUIRED TO PROVIDE SECURITY FOR ANY WORK PERFORMED BEFORE THE CERTIFICATE OF COMPLETION IS SIGNED. THE GRANTEE SHALL NOT BE RELEASED FROM THE LIABILITY SET FORTH IN THE NOTICE EXCEPT WHEN THE GRANTEE HAS COMPLETED ALL THE WORK AND THE CITY OF SURPRISE, ARIZONA, HAS ACCEPTED THE WORK AND SIGNED THE CERTIFICATE OF COMPLETION. THE GRANTEE SHALL BE LIABLE FOR ANY DEFECTS IN THE WORK FOR A PERIOD OF ONE YEAR AFTER THE CERTIFICATE OF COMPLETION IS SIGNED BY THE CITY OF SURPRISE, ARIZONA, AND THE CITY OF SURPRISE, ARIZONA, HAS ACCEPTED THE WORK. THE GRANTEE SHALL BE LIABLE FOR ANY DEFECTS IN THE WORK DURING THE ONE YEAR PERIOD EVEN IF THE DEFECTS ARE NOT DISCOVERED UNTIL AFTER THE ONE YEAR PERIOD. THE GRANTEE SHALL NOT BE RELEASED FROM THE LIABILITY FOR THE DEFECTS IN THE WORK DURING THE ONE YEAR PERIOD EVEN IF THE DEFECTS ARE NOT DISCOVERED UNTIL AFTER THE ONE YEAR PERIOD. THE GRANTEE SHALL NOT BE RELEASED FROM THE LIABILITY FOR THE DEFECTS IN THE WORK DURING THE ONE YEAR PERIOD EVEN IF THE DEFECTS ARE NOT DISCOVERED UNTIL AFTER THE ONE YEAR PERIOD. THE GRANTEE SHALL NOT BE RELEASED FROM THE LIABILITY FOR THE DEFECTS IN THE WORK DURING THE ONE YEAR PERIOD EVEN IF THE DEFECTS ARE NOT DISCOVERED UNTIL AFTER THE ONE YEAR PERIOD.

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A DETERMINATION OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

_____ _____
DEPARTMENT OF WATER RESOURCES NAME DATE

BASIS OF BEARING

THE BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST, MARICOPA COUNTY AS DEFINED AS MEASURED TO BEARING NORTH 00°24'55" WEST.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

[illegible]

CITY OF SURPRISE ENGINEER APPROVAL

[illegible]

CITY OF SURPRISE COUNCIL APPROVAL

[illegible]

CERTIFICATION

[illegible]

VICINITY MAP

DEVELOPER

TOLL PRASADA LLC
[illegible]

ENGINEER

EPS GROUP, INC.
[illegible]

SHEET INDEX

[illegible]

HOMEOWNERS ASSOCIATION RATIFICATION

[illegible]

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

[illegible]

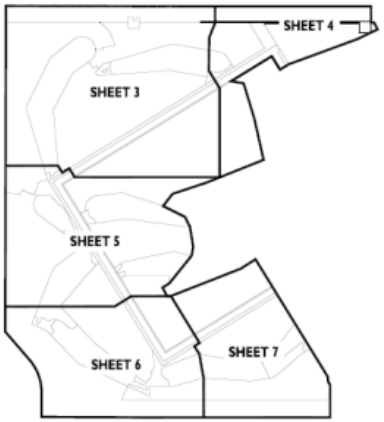
Toll at Prasada
Phase 2 Master Plat
Final Plat

16-339
FP01
Sheet No. 1 of 7

FS19-061
Toll at Prasada
Phase 2 Master Plat

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE/OPEN SPACE	41,666.86	0.9565
TRACT B	LANDSCAPE/OPEN SPACE	7,913.08	0.1735
TRACT C	LANDSCAPE/OPEN SPACE	402,870.35	9.2467
TRACT D	LANDSCAPE/OPEN SPACE	8,508.47	0.2183
TRACT E	LANDSCAPE/OPEN SPACE	120,883.38	2.7755
TRACT F	LANDSCAPE/OPEN SPACE	25,977.08	0.5872
TRACT G	LANDSCAPE/OPEN SPACE	21,440.28	0.4922
TRACT H	LANDSCAPE/OPEN SPACE	41,579.43	0.8878
TRACT MILE 1	LANDSCAPE/OPEN SPACE	373,698.52	8.5773
TRACT MILE 2	LANDSCAPE/OPEN SPACE	152,196.42	3.4932
TRACT MILE 3	LANDSCAPE/OPEN SPACE	836,781.24	19.2080
TRACT MILE 4	LANDSCAPE/OPEN SPACE	436,301.06	10.0160
TRACT MILE 5	LANDSCAPE/OPEN SPACE	87,283.56	2.0038
TRACT MILE 6	LANDSCAPE/OPEN SPACE	386,011.47	8.8615
TRACT MILE 7	LANDSCAPE/OPEN SPACE	211,501.48	4.8557
TRACT MILE 8	LANDSCAPE/OPEN SPACE	386,449.43	8.8716
TRACT MILE 9	LANDSCAPE/OPEN SPACE	211,663.5	5.0873
TRACT K	LANDSCAPE/OPEN SPACE	18,178.05	0.4173
TRACT J	LANDSCAPE/OPEN SPACE	8,581.72	0.1394
TRACT I	LANDSCAPE/OPEN SPACE	15,580.97	0.3578
TRACT L	LANDSCAPE/OPEN SPACE	134,444.25	3.0865
TRACT A	LANDSCAPE/OPEN SPACE	148,885.77	3.5722
TRACT S	LANDSCAPE/OPEN SPACE	13,890.88	0.3201
TRACT P01	PRIVATE STREET (WIDTH VARIES) & PUBLIC EASEMENT (VARIES) EASEMENT	873,812.85	15.4686
TRACT P02	PRIVATE STREET (WIDTH VARIES) & PUBLIC EASEMENT (VARIES) EASEMENT	800.01	0.0184

PARCEL AREA TABLE		
PARCEL	AREA (SF)	AREA (AC)
PARCEL 1	668,783.85	15.3572
PARCEL A	590,000.00	13.5399
PARCEL J	466,868.13	10.7170
PARCEL K	565,582.83	12.9830
PARCEL I	1,802,812.0	41.3804
PARCEL L	1,170,267.66	26.8692
PARCEL H	1,500,000.83	34.4354
PARCEL S	2,150,132.29	49.3688
PARCEL 1001 AND MILE TRACT	95,000.00	2.1810
PARCEL 1002 AND MILE TRACT	53,500.00	1.2281
PARCEL 2	738,923.80	16.9672
PARCEL 3	1,801,170.83	24.4755
PARCEL 4	445,758.62	10.2343



KEY MAP

LEGAL DESCRIPTION

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND TYPE I BC AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHENCE A FOUND 3" BC AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, 2644.65 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, 1616.80 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 28.28 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 5.48 FEET;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 6.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 60.52 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 28.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2575.13 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 37 SECONDS WEST, 1295.62 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 18 SECONDS EAST, 30.04 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHWESTERLY, 157.02 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 42 SECONDS;

THENCE NORTH 45 DEGREES 47 MINUTES 23 SECONDS WEST, 499.99 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 45 SECONDS EAST, 977.67 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, 1612.15 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 46 SECONDS WEST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 150.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 46 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST, 13.28 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 425.04 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 139.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 21 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTHEASTERLY, 41.06 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23 DEGREES 31 MINUTES 30 SECONDS;

THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, 203.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY, 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT BEARING SOUTH 60 DEGREES 29 MINUTES 29 SECONDS EAST, 104.83 FEET;

THENCE NORTH 21 DEGREES 52 MINUTES 32 SECONDS EAST, 220.47 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, 195.29 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 13 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, 1826.60 FEET;

THENCE SOUTH 45 DEGREES 00 MINUTES 46 SECONDS EAST, 140.06 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, 20.00 FEET;

THENCE SOUTH 45 DEGREES 00 MINUTES 46 SECONDS EAST, 63.30 FEET;

THENCE SOUTH 21 DEGREES 52 MINUTES 34 SECONDS EAST, 95.49 FEET;

THENCE SOUTH 64 DEGREES 23 MINUTES 29 SECONDS WEST, 353.57 FEET;

THENCE SOUTH 25 DEGREES 52 MINUTES 39 SECONDS WEST, 364.83 FEET;

THENCE SOUTH 36 DEGREES 25 MINUTES 39 SECONDS WEST, 140.00 FEET;

THENCE SOUTH 25 DEGREES 34 MINUTES 54 SECONDS WEST, 208.06 FEET;

THENCE SOUTH 36 DEGREES 25 MINUTES 39 SECONDS WEST, 633.78 FEET;

THENCE SOUTH 25 DEGREES 07 MINUTES 19 SECONDS WEST, 198.53 FEET;

THENCE SOUTH 36 DEGREES 25 MINUTES 39 SECONDS WEST, 501.41 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 44 SECONDS EAST, 205.32 FEET;

THENCE SOUTH 36 DEGREES 25 MINUTES 39 SECONDS WEST, 329.76 FEET;

THENCE SOUTH 71 DEGREES 34 MINUTES 39 SECONDS WEST, 452.26 FEET;

THENCE SOUTH 36 DEGREES 25 MINUTES 39 SECONDS WEST, 205.72 FEET;

THENCE SOUTH 53 DEGREES 34 MINUTES 39 SECONDS EAST, 507.31 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 54 SECONDS EAST, 762.26 FEET;

THENCE SOUTH 1 DEGREES 40 MINUTES 39 SECONDS EAST, 383.06 FEET;

THENCE SOUTH 15 DEGREES 18 MINUTES 46 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 36 DEGREES 53 MINUTES 36 SECONDS WEST, 671.03 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 39 SECONDS WEST, 108.56 FEET;

THENCE SOUTH 26 DEGREES 00 MINUTES 00 SECONDS EAST, 126.00 FEET;

THENCE SOUTH 64 DEGREES 57 MINUTES 00 SECONDS EAST, 52.00 FEET;

THENCE SOUTH 48 DEGREES 36 MINUTES 40 SECONDS EAST, 168.42 FEET;

THENCE SOUTH 57 DEGREES 20 MINUTES 00 SECONDS EAST, 220.56 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 39 SECONDS EAST, 435.01 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 39 SECONDS EAST, 1436.08 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 425.00 FEET;

THENCE SOUTHEASTERLY, 239.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 00 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHEASTERLY, 78.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHEASTERLY, 239.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 00 SECONDS;

THENCE SOUTH 31 DEGREES 34 MINUTES 39 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

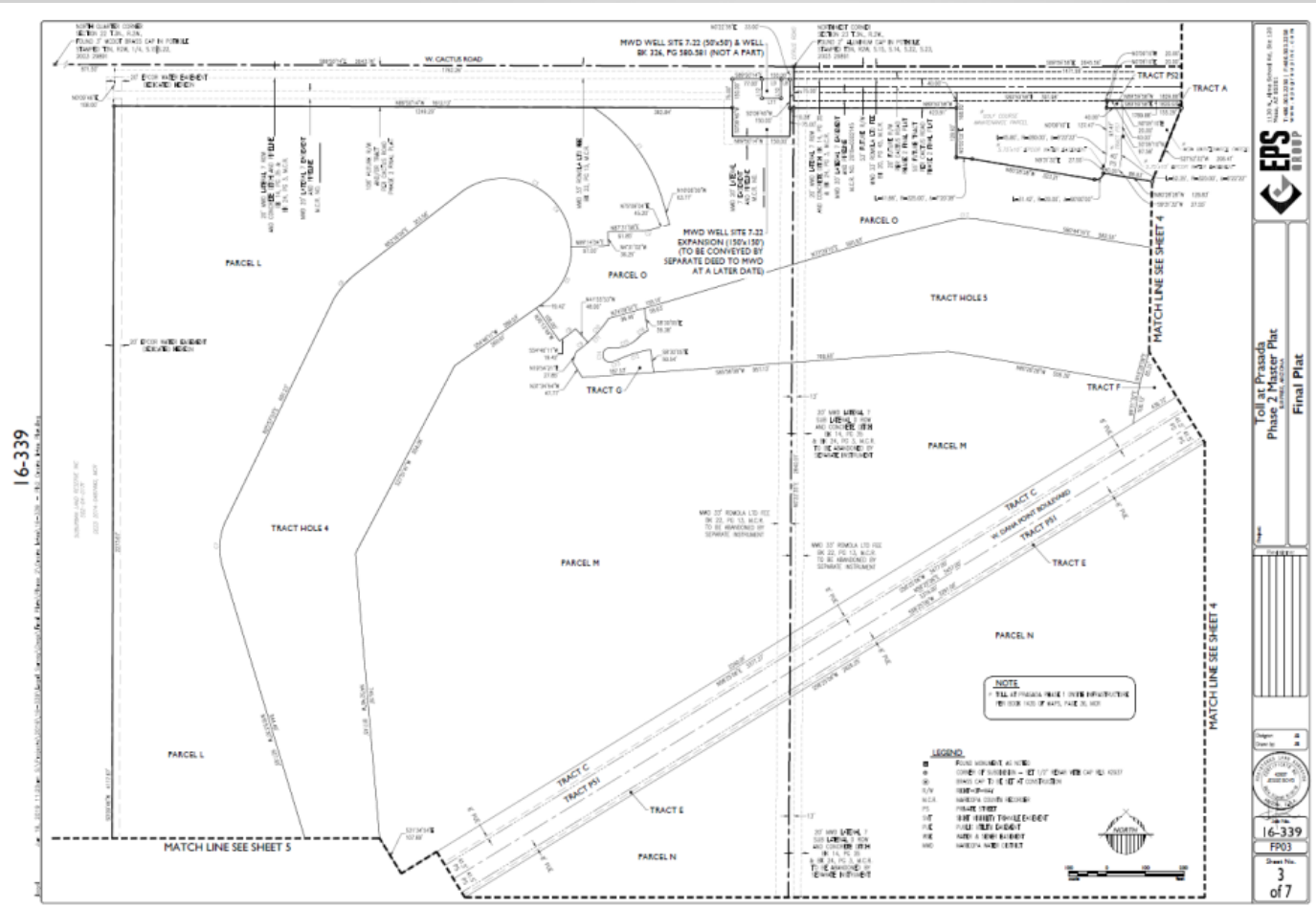
EPS GROUP

Toll at Prasada
Phase 2 Master Plat
Final Plat

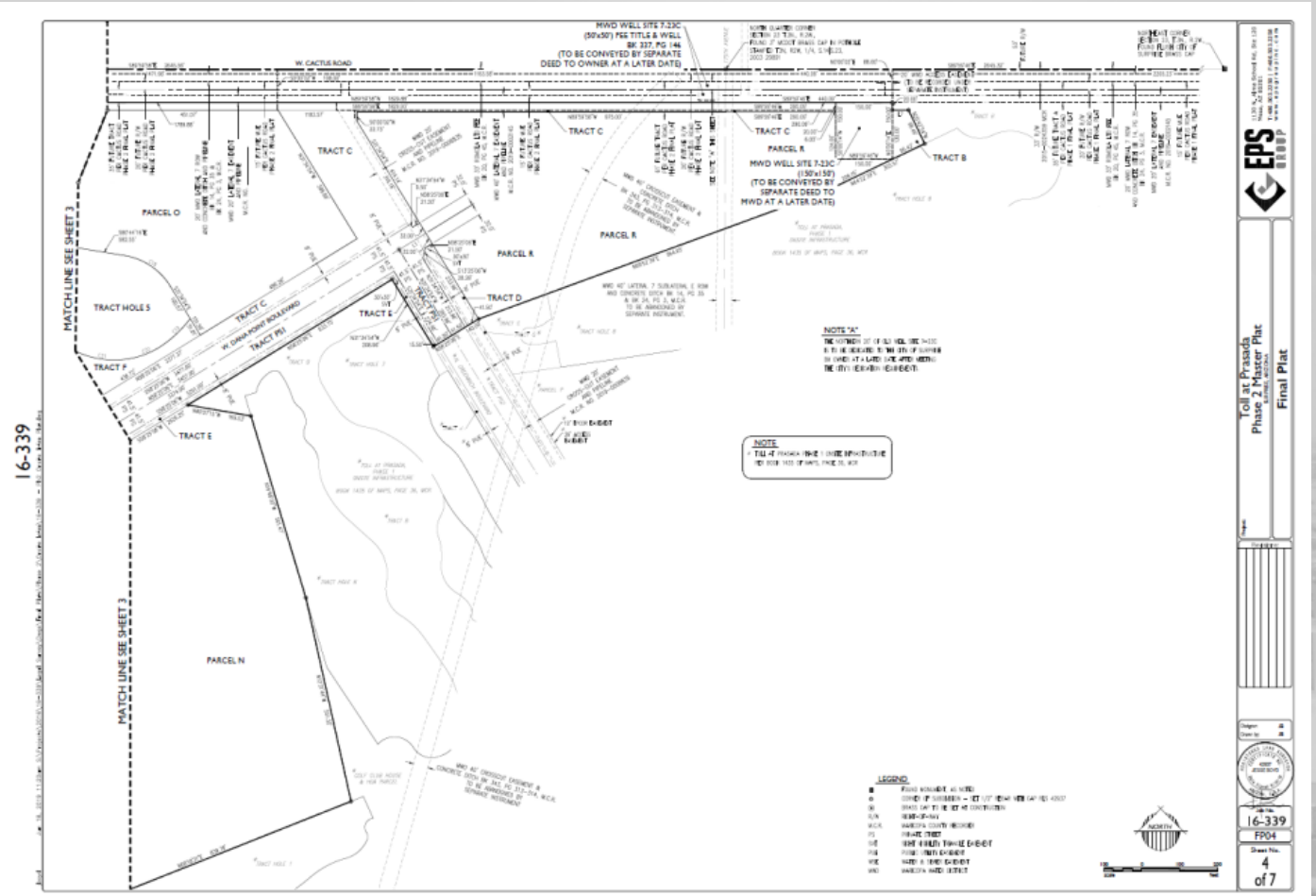
16-339
FP02
Sheet No. 2 of 7

16-339

FS19-061
Toll at Prasada
Phase 2 Master Plat



FS19-061
Toll at Prasada
Phase 2 Master Plat



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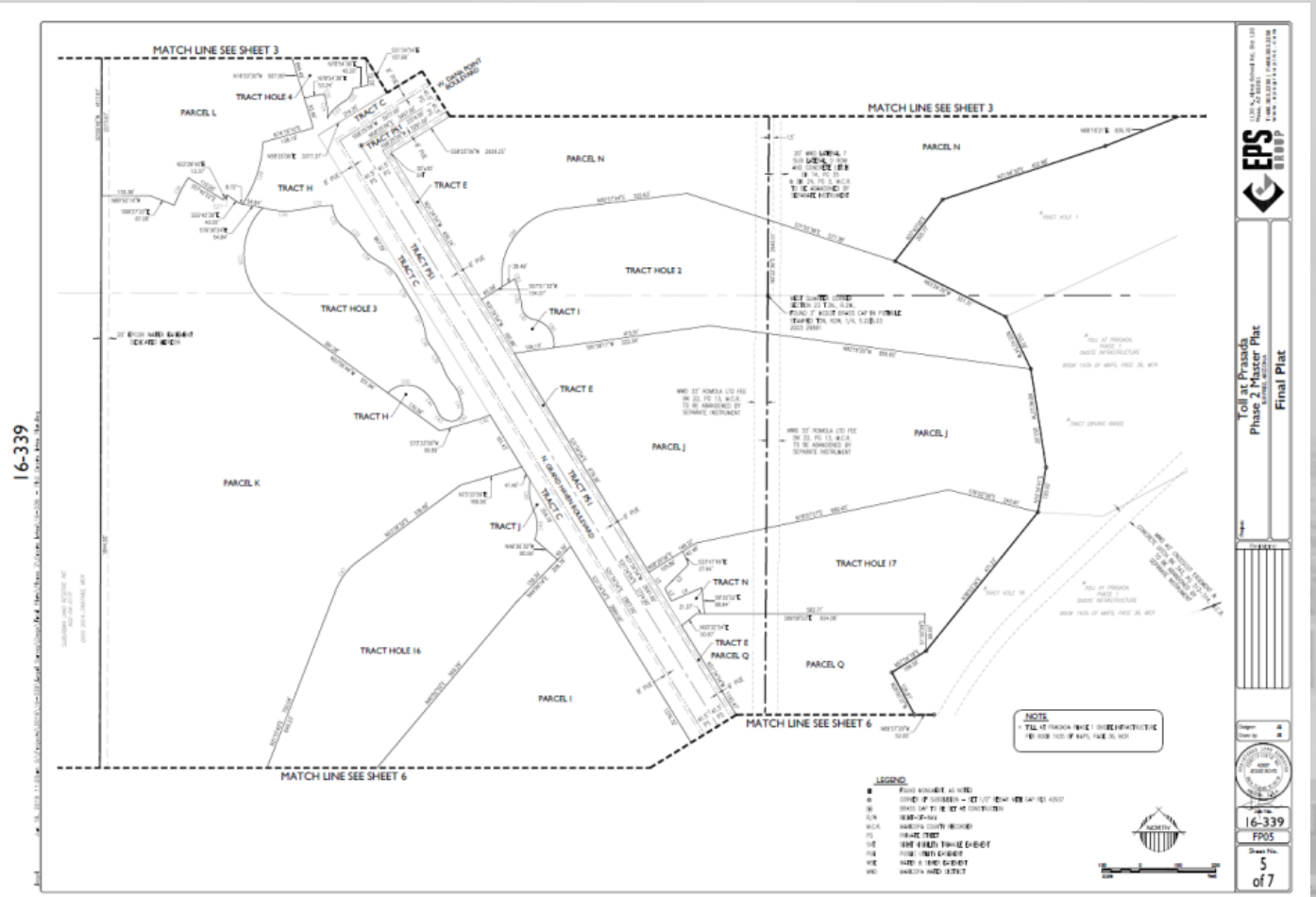
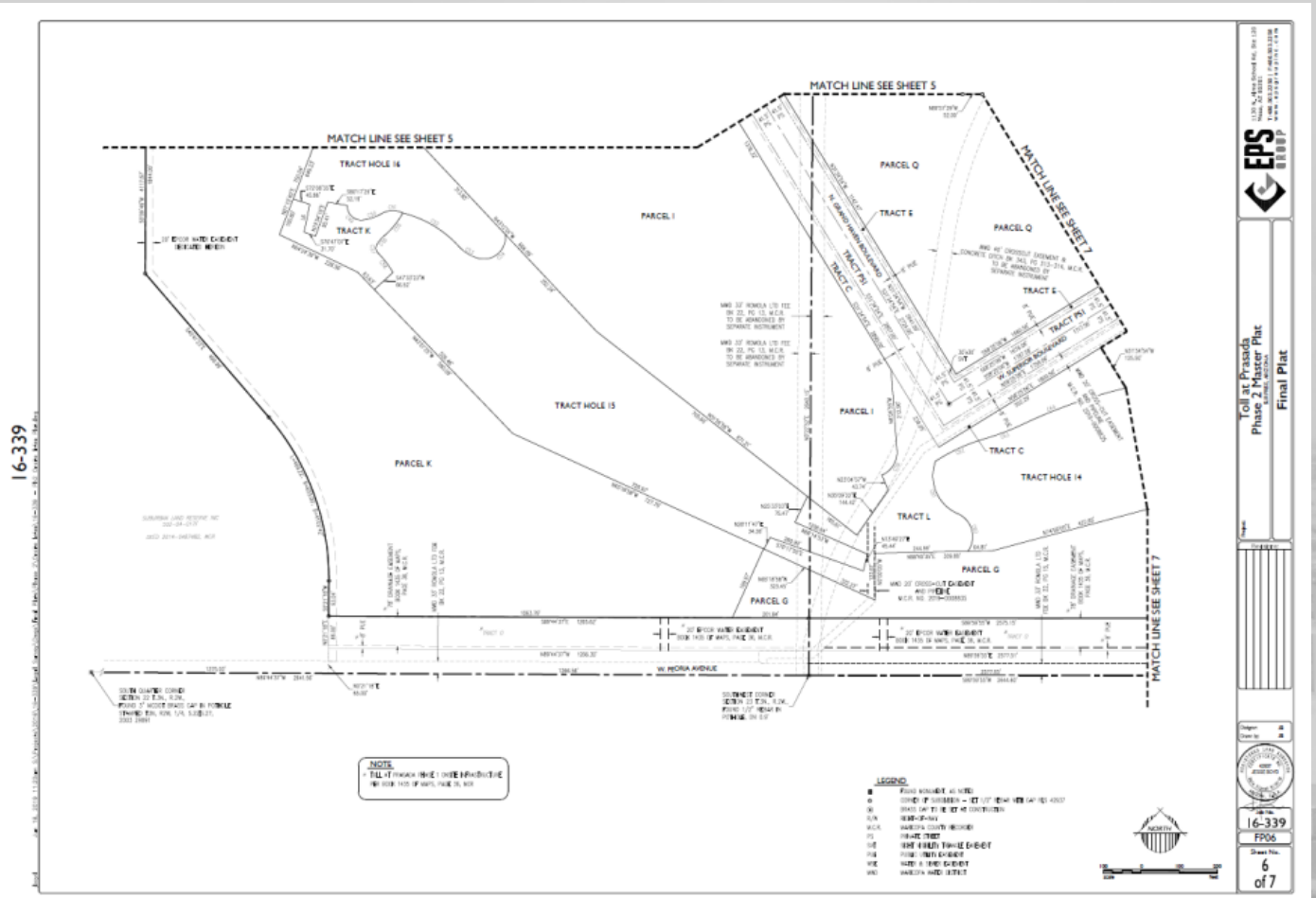
FS19-061
Toll at Prasada
Phase 2 Master Plat



Toll at Prasada
Phase 2 Master Plat
Final Plat

16-339
FP05
Sheet No.
5
of 7

FS19-061
Toll at Prasada
Phase 2 Master Plat



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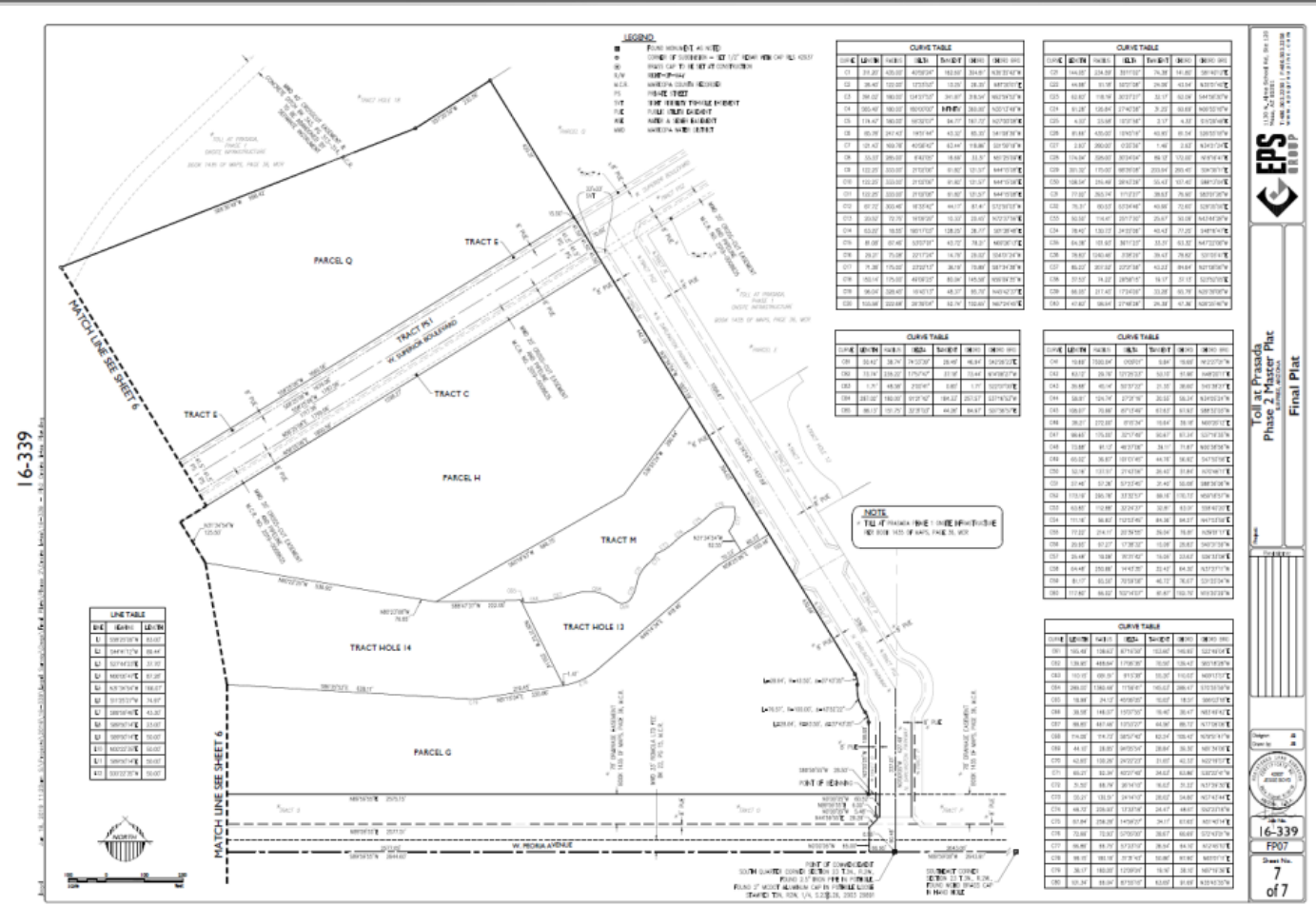
Toll at Prasada
Phase 2 Master Plat

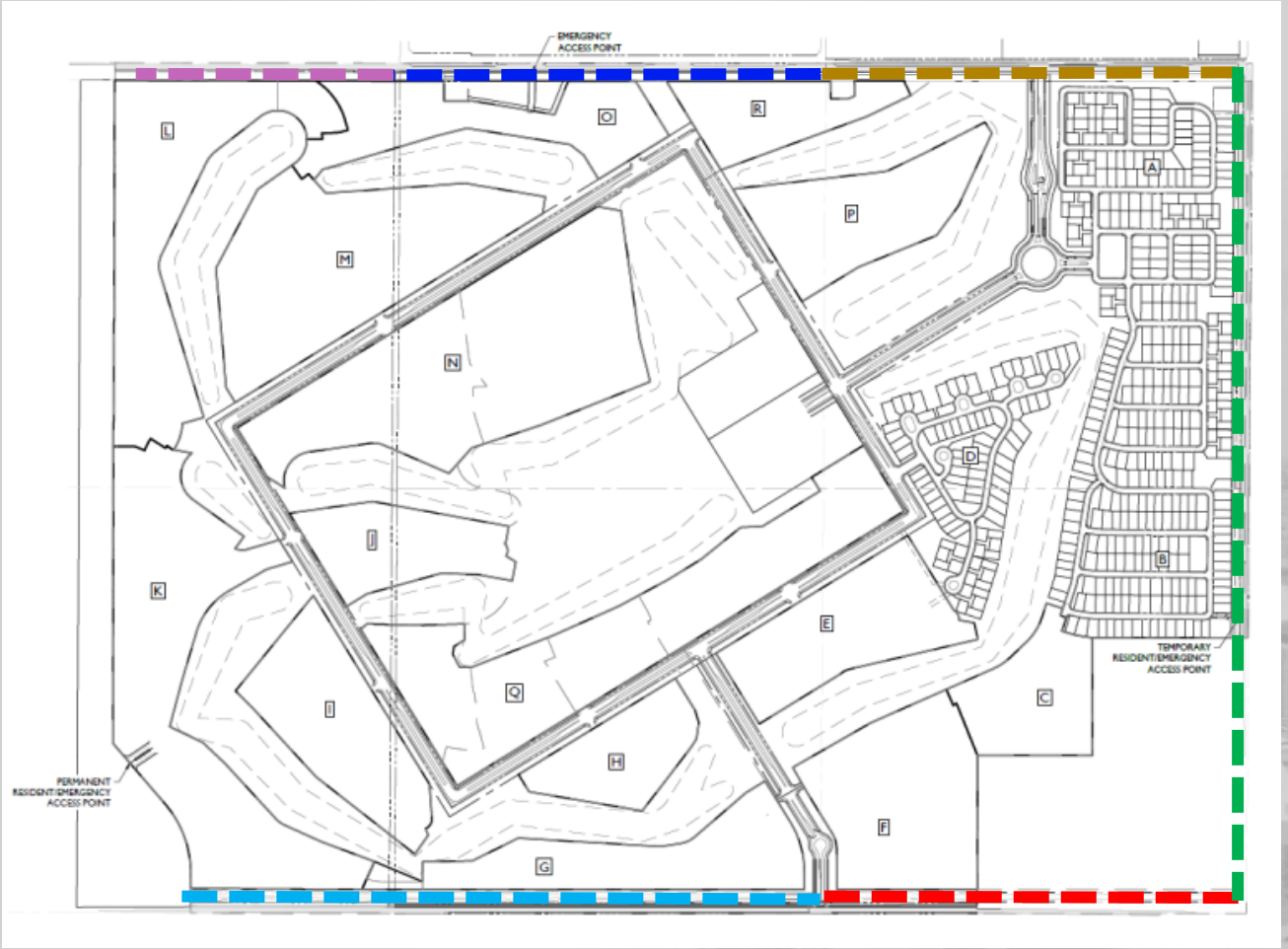


FS19-061
Toll at Prasada
Phase 2 Master Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You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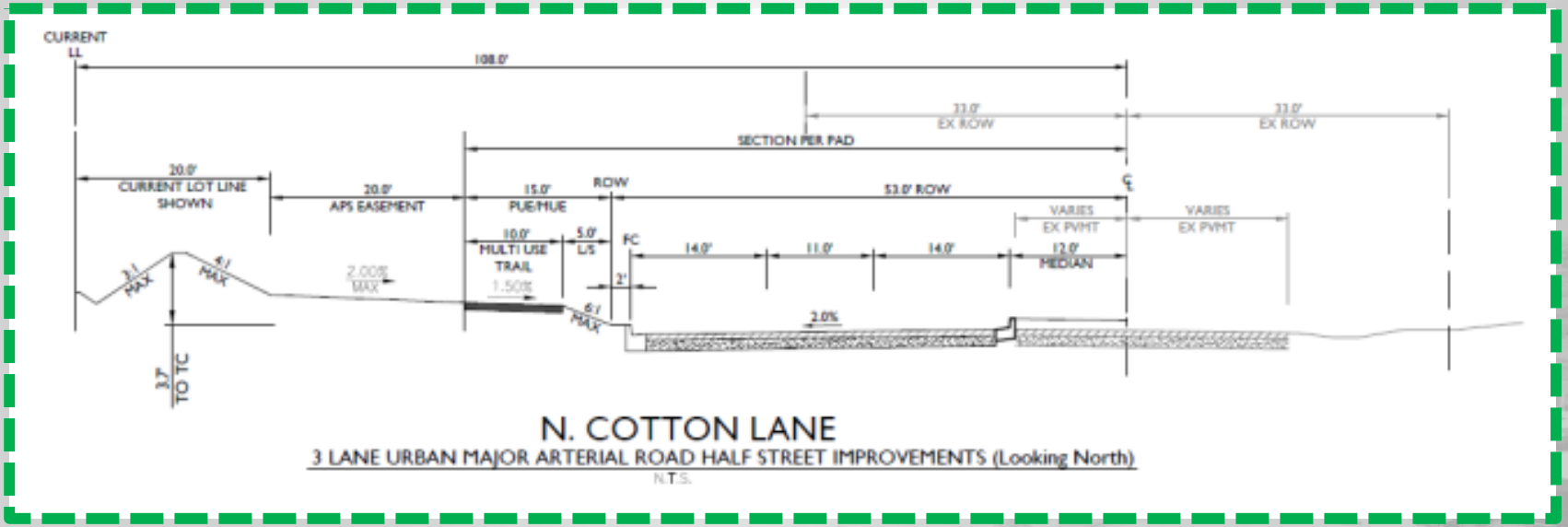
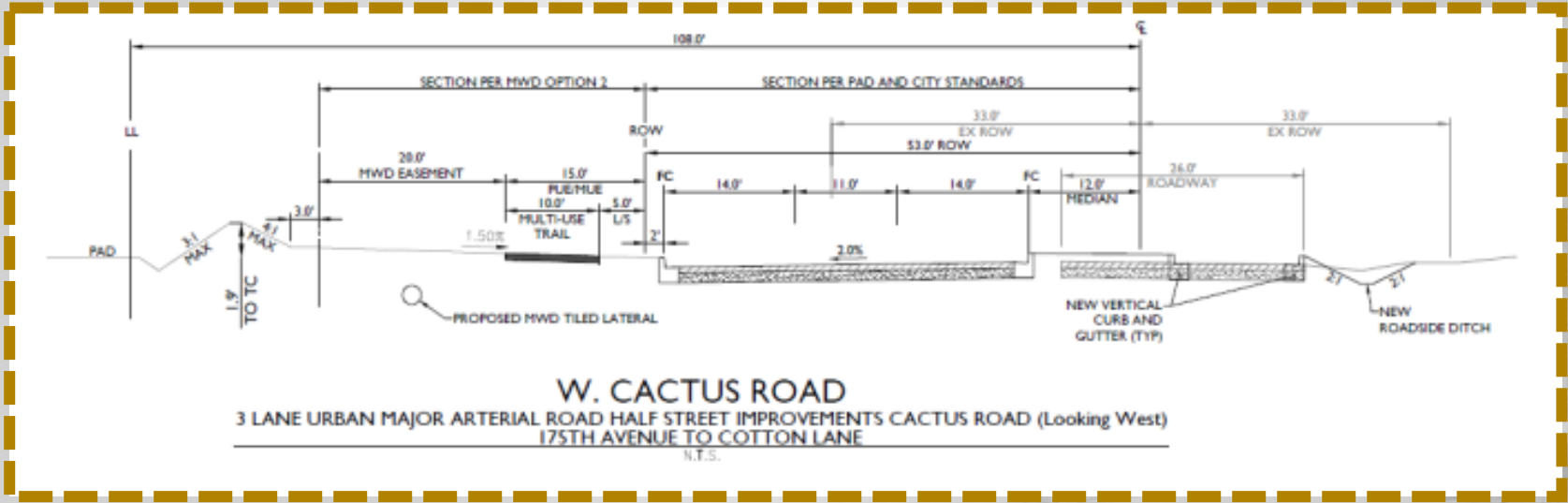


N. COTTON LANE

3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking North)

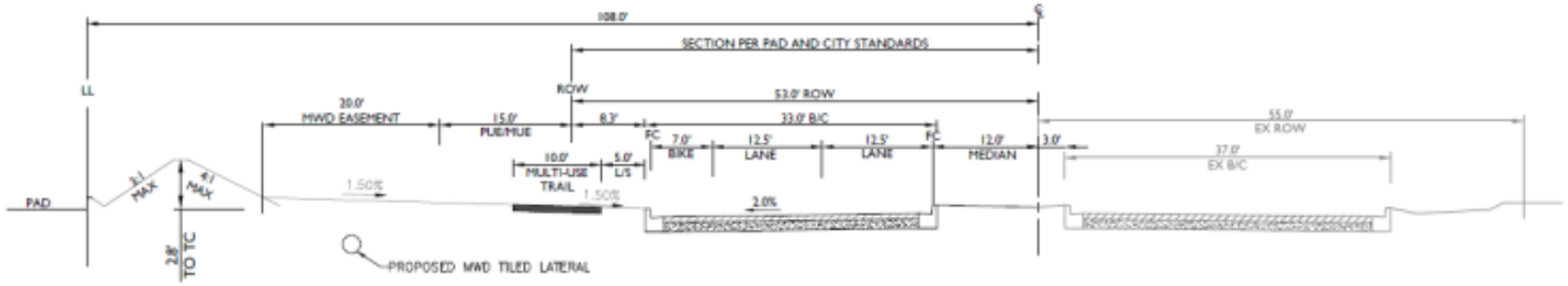
N.T.S.



W. CACTUS ROAD

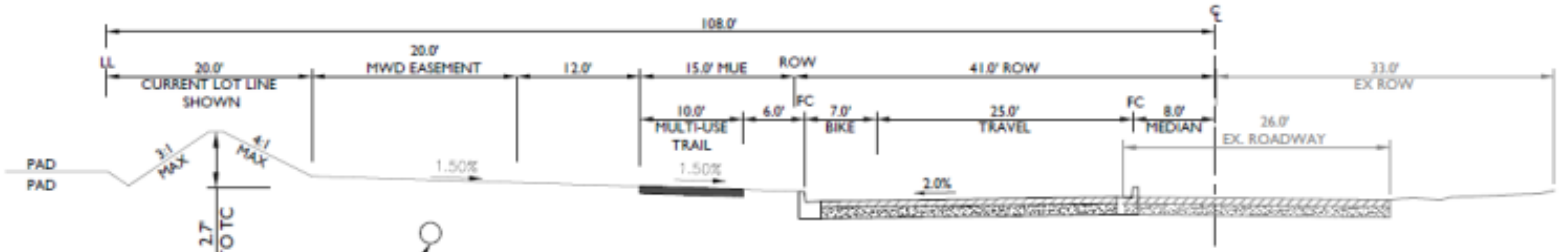
3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
175TH AVENUE TO COTTON LANE

N.T.S.



W. CACTUS ROAD

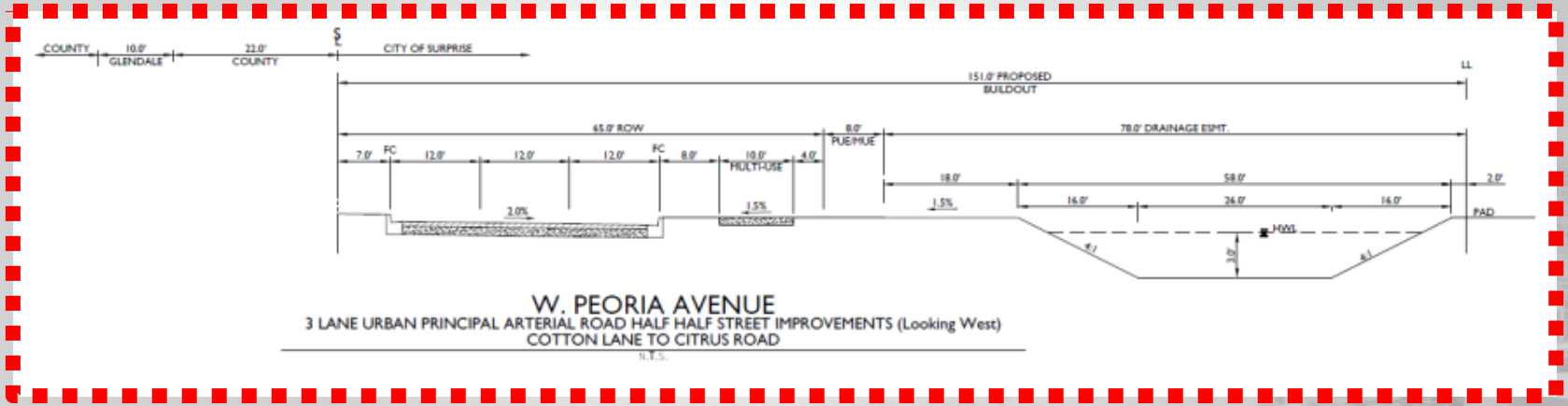
2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
MODIFIED TO HAVE A 12' MEDIAN
CITRUS ROAD TO 175TH AVENUE (SARAH ANN RANCH LIMITS)
N.T.S.



W. CACTUS ROAD

2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking West)
WEST OF CITRUS ROAD (MINOR ARTERIAL ROAD PER APPROVED PRASADA PAD)

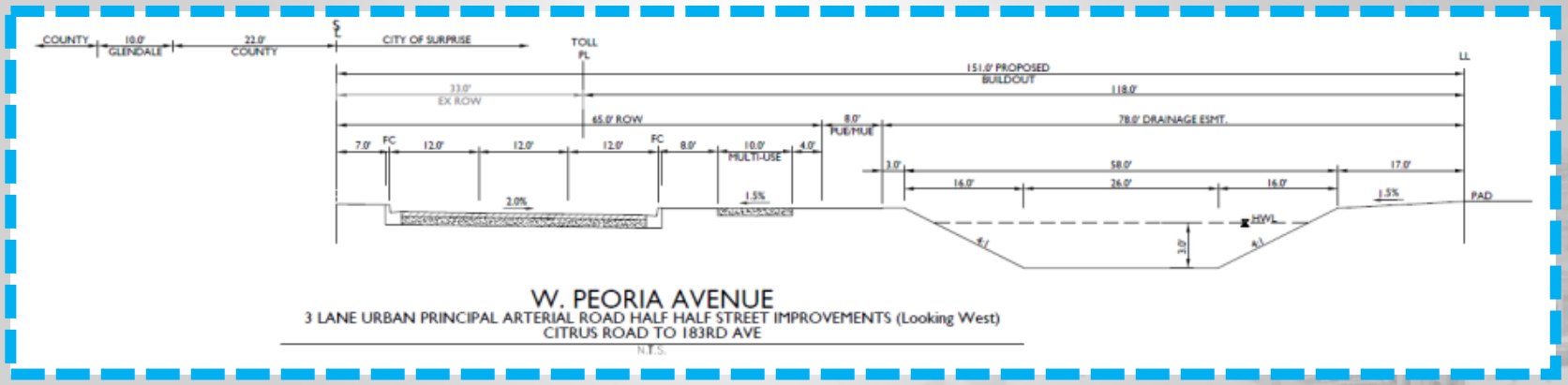
N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
COTTON LANE TO CITRUS ROAD

N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
CITRUS ROAD TO 183RD AVE

N.T.S.

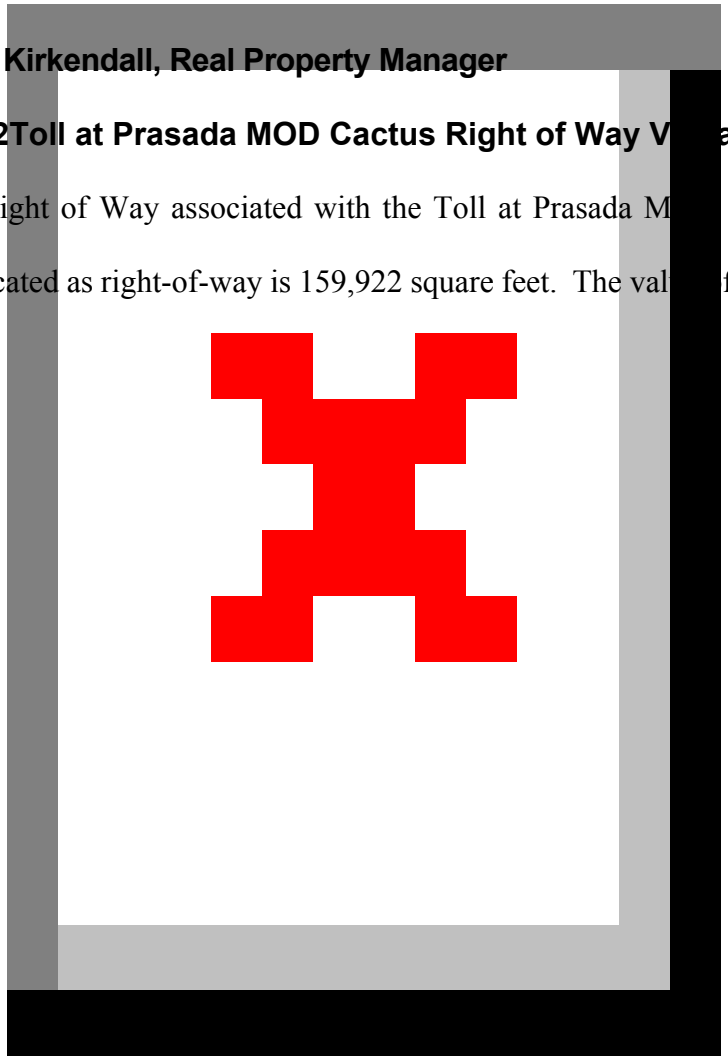
Date: **August 15, 2018**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS18-342Toll at Prasada MOD Cactus Right of Way V ation**

The Value of the Right of Way associated with the Toll at Prasada M Cactus FS18-342 is $799,610.00.
The area being dedicated as right-of-way is 159,922 square feet. The val f the land is $5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Map of Dedication entitled, " Toll at Prasada – Peoria Avenue – Phase 1" dated May 9, 2019, a property generally located on Peoria Avenue west of Cotton Lane.

Motion:
I move to approve the Map of Dedication entitled, "Toll at Prasada – Peoria Avenue – Phase 1" dated May 9, 2019.

Background:
The subject request involves a Map of Dedication for Phase 1 of Peoria Avenue. This segment of Peoria Avenue will extend from the eastern boundary of the Toll at Prasada project approximately 975' to Darlington Parkway, which is the southern entrance to the Toll at Prasada project.

Objective Analysis:
Peoria Avenue Phase 1 improvements will include one (1) westbound lane and one (1) eastbound lane within the boundary of the proposed MOD. In addition, a taper connecting to the existing paving on Peoria Avenue near the Cotton Lane intersection will occur within the existing Peoria Avenue right-of-way, with ultimate improvements to occur with the development of that site. There are no improvements to the Peoria Avenue / Cotton Lane intersection at this time. The applicant has provided an in-lieu payment to cover their share of the half-median associated with Peoria Avenue Phase 1.

The primary purpose of this MOD is to dedicate a portion of the Peoria Avenue right-of-way to the City of Surprise in order to facilitate the street improvements needed in support of the Toll at Prosada project.

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

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

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS18-343 Toll at Prasada Peoria Avenue Phase 1 MOD 08-06-19 CC Staff Report
2. 01 FS18-342, FS18-343, FS18-691, FS19-061 Toll at Prasada Joint Vicinity Map
3. 02 FS18-343 Peoria Avenue Phase 1 MOD Case Map
4. 03 FS18-343 Toll at Prasada Peoria Avenue Phase 1 MOD
5. 04 FS18-342, FS18-343, FS18- 691, FS19-061 Toll at Prasada 08-06-19 CC Combined Presentation
6. RW value FS18-343 Toll at Prasada Phase 1 MOD Peoria

SURPRISE
ARIZONA

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case:	**FS18-343**
Project Name:	Toll at Prasada Peoria Avenue Phase 1 MOD
Council District:	3 - Mesquite
City Council Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Map of Dedication (MOD) for Toll at Prasada Peoria Avenue Phase 1 within the Prasada PAD
Site Location:	Generally located on Peoria Avenue west of Cotton Lane
Site Size:	1.62 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed MOD is consistent with the Prasada PAD.
- The proposed MOD is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed MOD is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approval of the requested Map of Dedication will allow the developer to obtain civil permits and commence construction of Peoria Avenue Phase 1 adjacent to the Toll at Prasada Project.

Denial of the requested Map of Dedication will deny the applicant the opportunity to construct Peoria Avenue Phase 1 adjacent to the Toll at Prasada Project in the manner proposed.

Project Description:

The subject request involves a Map of Dedication for Phase 1 of Peoria Avenue. This segment of Peoria Avenue will extend from the eastern boundary of the Toll at Prasada project approximately 975' to Darlington Parkway, which is the southern entrance to the Toll at Prasada project.

Peoria Avenue Phase 1 improvements will include one (1) westbound lane and one (1) eastbound lane within the boundary of the proposed MOD. In addition, a taper connecting to the existing paving on Peoria Avenue near the Cotton Lane intersection will occur within the existing Peoria Avenue right-of-way, with ultimate improvements to occur with the development of that site. There are no improvements to the Peoria Avenue / Cotton Lane intersection at this time. The applicant has provided an in-lieu payment to cover their share of the half-median associated with Peoria Avenue Phase 1. The City of Surprise is also working with the Maricopa County Department of Transportation regarding the ultimate roadway improvements to be located in the unincorporated portion of Maricopa County to the south of Peoria Avenue.

Three (3) additional cases are being presented under separate cover this date. These include:

- FS18-342 – Phase 1 Cactus Road Final Plat
- FS18-691 – Phase 2 Peoria Avenue Map of Dedication
- FS19-061 – Toll at Prasada Phase 2 Master Plat

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

July 5, 2018: The applicant filed a request for the Cactus Road Phase 1 Final Plat under case FS18-342.

July 5, 2018: The applicant filed a request for a Map of Dedication for Peoria Avenue Phase 1 under case FS18-343.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

December 18, 2018: The applicant filed a request for the Phase 2 Peoria Avenue Map of Dedication under case FS18-691.

December 20, 2018: Staff met with the developer to discuss revised Preliminary Plats and related Final Plats for Parcels C, E, F, and P during a regularly scheduled Concept Review meeting under CR18-665.

January 15, 2019: The City Council approved the Toll at Prasada Phase 1 Infrastructure Plat under case FS18-290.

January 18, 2019: The applicant filed a request for the Phase 2 Master Plat under case FS19-061.

February 14, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit P under case FS19-110.

March 4, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit E under case FS19-145.

March 5, 2019: The Council approved Final Plats for Units A, B, and D, under cases FS18-260, FS17-700, and FS18-289, respectively.

March 25, 2019: The applicant submitted a request for a Preliminary Plat for Units C and P under case FS19-184.

Reviewing Agencies:

City of Surprise (COS): The request was routed to the standard reviewing agencies who have reviewed the proposal. All issues or concerns regarding this proposal have been addressed by the applicant.

Maricopa Water District (MWD): MWD notes the project will have a significant impact on MWD facilities in the area. The applicant has entered into a Development Agreement with MWD to address those issues.

Flood Control District of Maricopa County (FCDMC): FCDMC indicated the site is located within a floodplain and that a either a Floodplain Use Permit or CLOMR/LOMR is required.

Arizona Department of Transportation (ADOT): ADOT indicated no objections to the request.

Discussion:

The primary purpose of this MOD is to dedicate a portion of the Peoria Avenue right-of-way to the City of Surprise in order to facilitate the street improvements needed in support of the Toll at Prasada project.

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

Summary:

The proposed MOD is one of several case activities related to the Toll at Prasada development. City Council approval of the subject MOD will allow the applicant to obtain the civil construction permits necessary to begin construction of the Peoria Avenue Phase 1 infrastructure. The proposed MOD is consistent with the Prasada PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Findings:

- The proposed MOD is consistent with the Prasada PAD.
- The proposed MOD is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed MOD is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

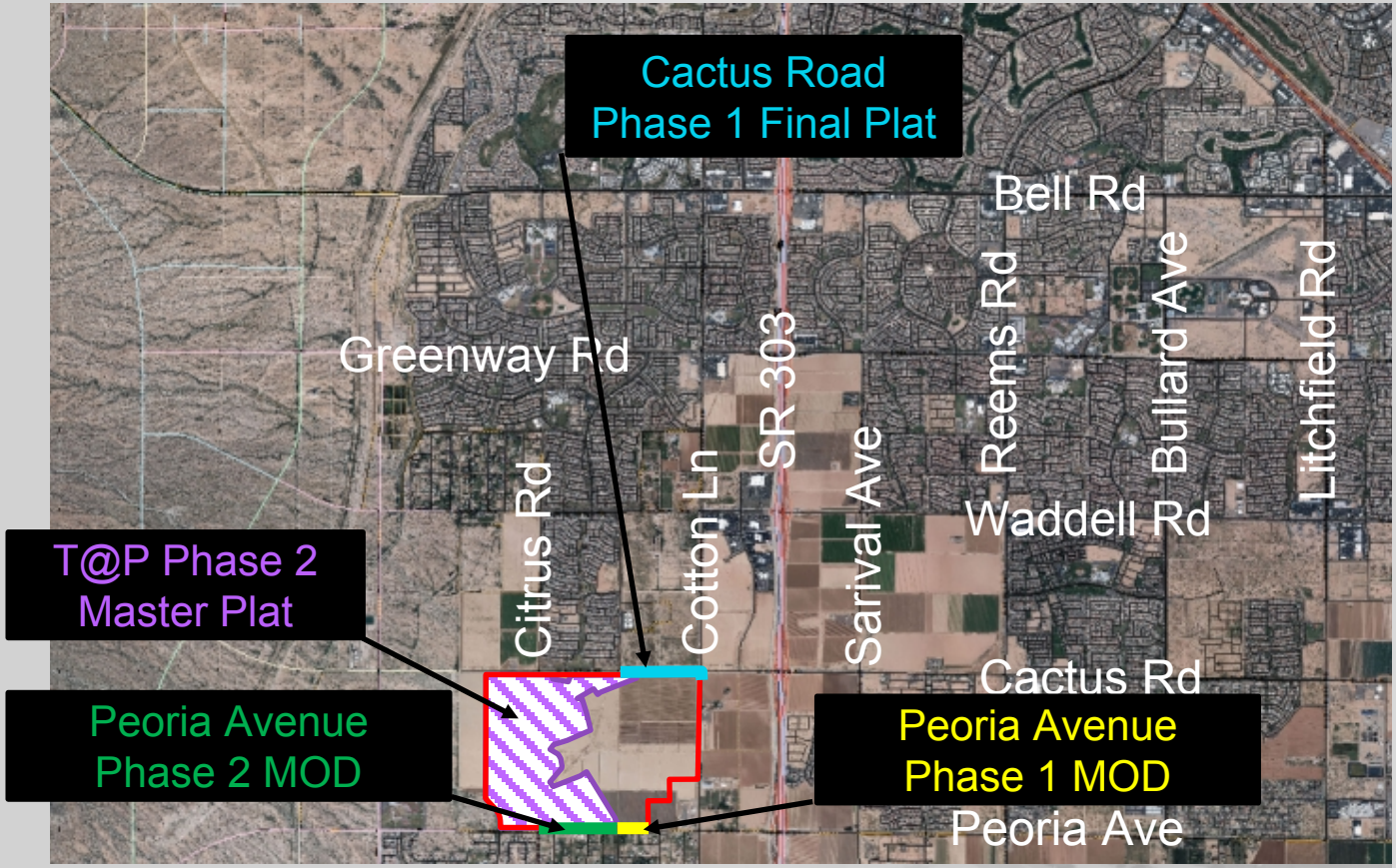
Approval of the requested Map of Dedication will allow the developer to obtain civil permits and commence construction of Peoria Avenue Phase 1 adjacent to the Toll at Prasada Project.

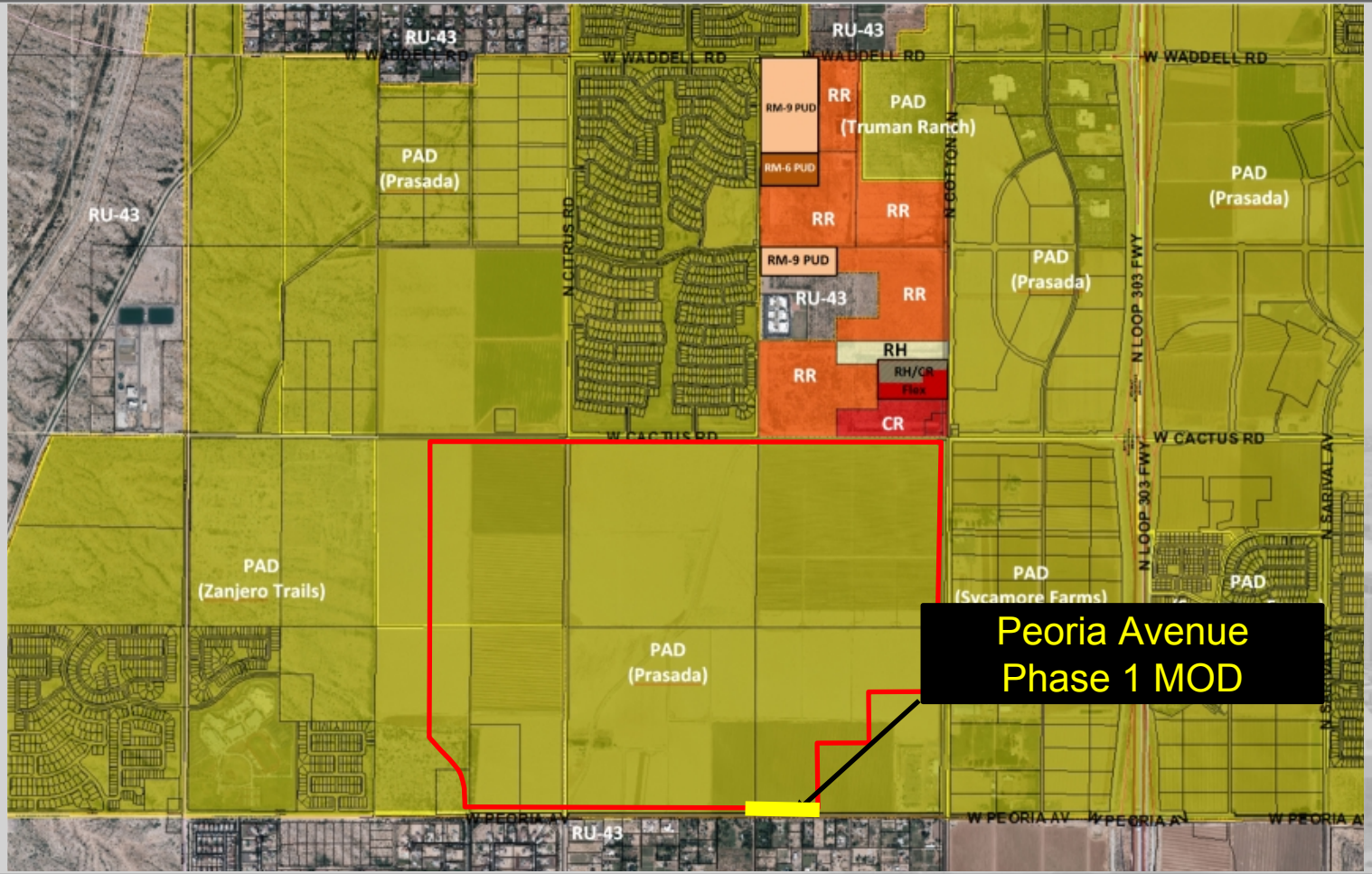
Denial of the requested Map of Dedication will deny the applicant the opportunity to construct Peoria Avenue Phase 1 adjacent to the Toll at Prasada Project in the manner proposed.

Attachments:

01 Joint Vicinity Map
02 Case Map
03 Map of Dedication

FS18-342, FS18-343, FS18 -691, FS19-061 Combined Vicinity Map



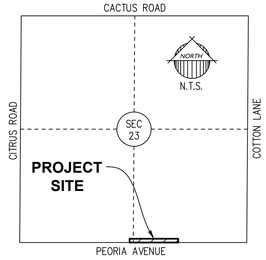


FS18-343 Case Map

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase I

A portion of the south half of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



VICINITY MAP

NOT TO SCALE
T3N, R2W,
SEC 23

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISHES THIS MAP OF DEDICATION OF TOLL AT PRASADA – PEORIA AVENUE – PHASE 1, BEING LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND THAT EACH STREET SHALL BE KNOWN BY THE NAME GIVEN TO EACH RESPECTIVELY.

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

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 _____, 2019.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION1 DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 200612238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST PER GDACS 661-18 MCR.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, 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.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP OF DEDICATION ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. 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.
5. THIS MAP OF DEDICATION IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE FS17-394.

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH 89 DEGREES 59 MINUTES 08 SECONDS WEST, 1669.20 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, NORTH 89 DEGREES 59 MINUTES 08 SECONDS WEST, 1669.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 59 MINUTES 08 SECONDS WEST, 974.41 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 66.95 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 65.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 28.28 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 5.48 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 95.00 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 05 SECONDS EAST, 5.50 FEET;

THENCE SOUTH 44 DEGREES 59 MINUTES 36 SECONDS EAST, 28.29 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 906.43 FEET;

THENCE SOUTH 0 DEGREES 03 MINUTES 47 SECONDS WEST, 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.5494 ACRES, MORE OR LESS.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2019, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCUMENT NO. 2019-0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 8767 E VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ 85258, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2019.

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

BY: _____
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: _____
GLEN VORTHERMS

ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: RICH HOPPE, P.E.

SHEET INDEX

1 COVER SHEET

2 MAP OF DEDICATION PLAN SHEET

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, JESSE BOYD, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2017; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JESSE BOYD, R.L.S. 42937
EPS GROUP, INC.
2045 S. VINEYARD AVENUE, SUITE 101
MESA, AZ 85210
DATE OF PREPARATION: JANUARY 18, 2019 (REVISED APRIL 15, 2019)

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT-OF-WAY	70,512	1.619
GROSS AREA	70,512	1.619

EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 I F:480.503.2258
www.epsgroupinc.com

Project: Toll at Prasada - Peoria Avenue - Phase I
SURPRISE, ARIZONA

Map of Dedication

Revisions:

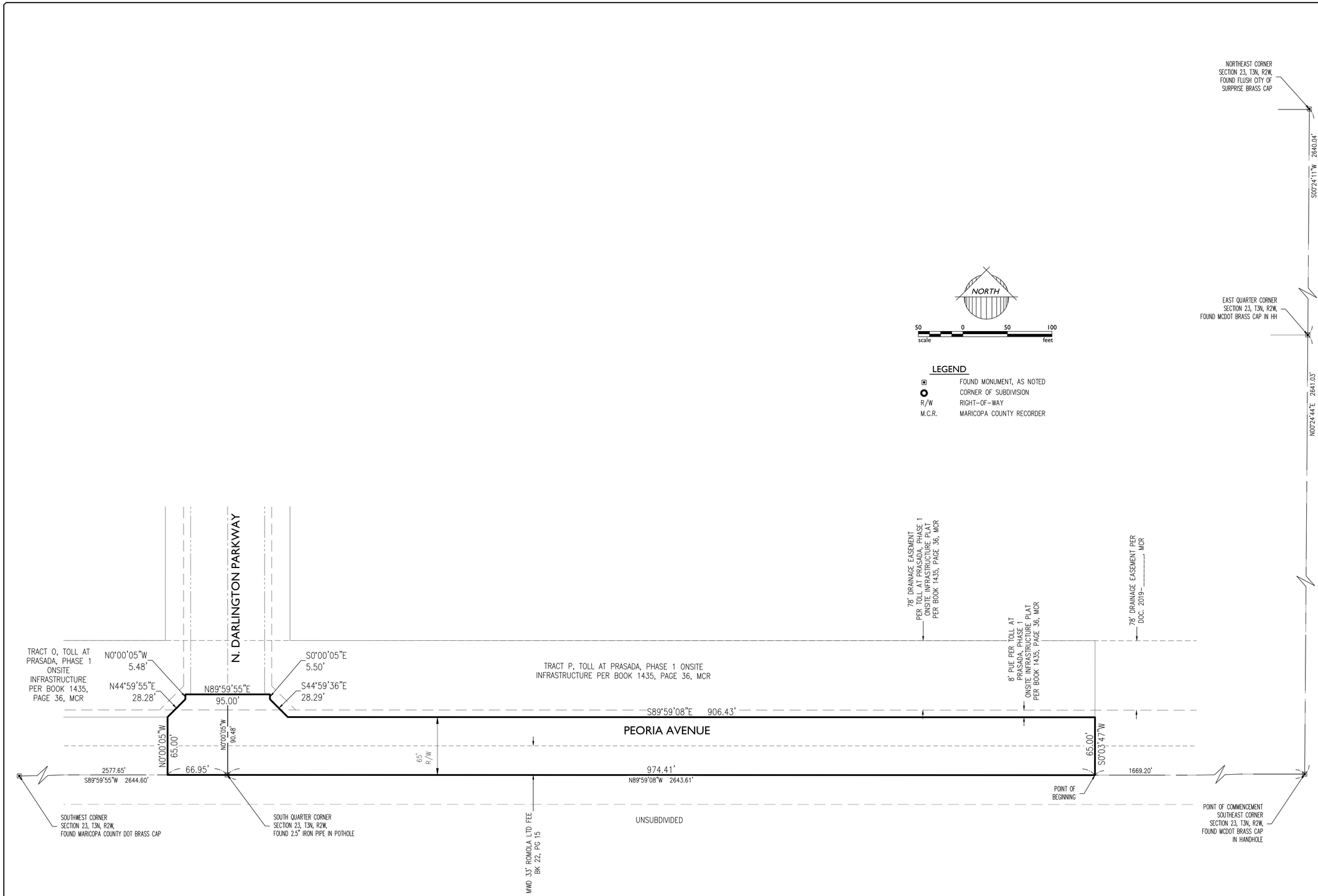
Designer: JB
Drawn by: AG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 5/31/19
ARIZONA, U.S.A.

Job No.
16-339

FP01

Sheet No.
1
of 2



EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Toll at Prasada - Peoria Avenue - Phase I
SURPRISE, ARIZONA

Map of Dedication

Revisions:

Designer: JB
Drawn by: AG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 5/31/19
ARIZONA, U.S.A.

Job No.
16-339

FP02

Sheet No.
2
of 2

SURPRISE
ARIZONA

April 6, 2019 City Council

Toll at Prasada

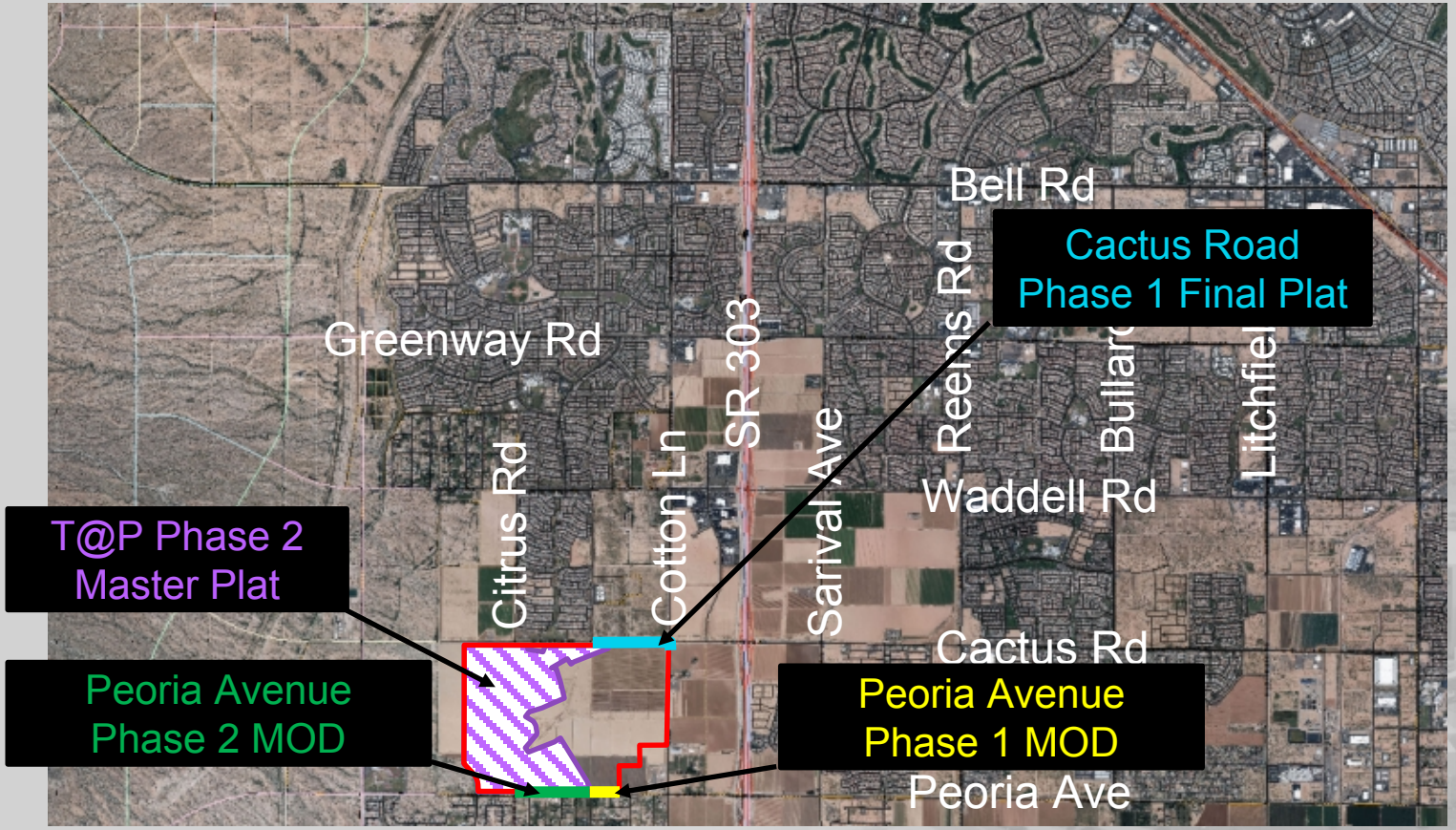
FS18-342 Cactus Road Phase 1 Final Plat

FS18-343 Peoria Avenue Phase 1 Map of Dedication

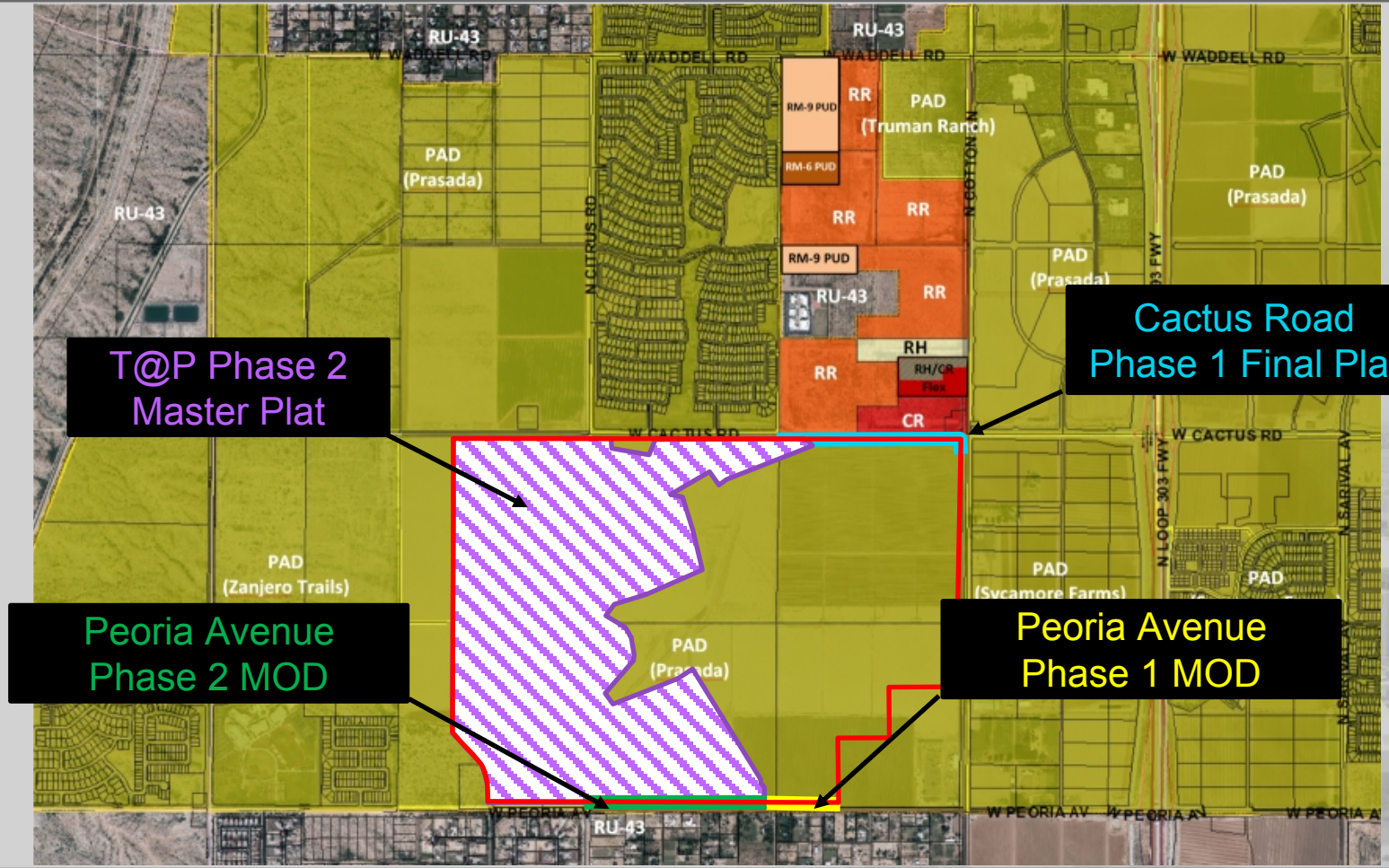
FS18-691 Peoria Avenue Phase 2 Map of Dedication

FS19-061 Phase 2 Master Plat

Combined Vicinity Map



Combined Case Map



FINAL PLAT

Toll at Prasada - Cactus Road

A portion of the northeast quarter of Section 23,
Township 3 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 TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREIN AFTER THE FINAL PLAT, AS AND FOR THE FINAL PLAT OF TOLL AT PRASADA - CACTUS ROAD, AND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[LEGAL DESCRIPTION TEXT]

SAID OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THE AIR SPACE OF DEDICATION AND EVERY LOT AND TRACT, WHERE OWNER CURRENTLY HAVE TITLE OR IN THE FUTURE, THE RIGHT OF PASSAGE OF AIRCRAFT FOR THE NAVIGATION OF AND FLIGHT IN THE AIR, AND THE RIGHT OF PASSAGE OF AIRCRAFT IN THE AIR AT ANY ALTITUDE ABOVE THE SURFACE OF THE DEDICATION AND LOTS AND TRACTS, AS SHOWN ON THE PLAT FOR THE PRESENT AND FUTURE PASSAGE OF AIRCRAFT OF ANY KIND WHATSOEVER, WHICH AIRCRAFT MAY BE USED IN THE OPERATION OF, OR LAND OR FLOAT OVER OR UPON THE DEDICATION AND LOTS AND TRACTS, AND THE RIGHT TO CAUSE IN THE AIR SPACE ABOVE THE DEDICATION AND LOTS AND TRACTS SUCH 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 ALONG OR NEAR THE DEDICATION AND AVIGATION EASEMENT.

SAID OWNER HEREBY GRANTS TO THE USAF A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE DEDICATION AND LOTS AND TRACTS FOR THE PURPOSE OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND REMOVING NAVIGATIONAL AIDS, INCLUDING, WITHOUT LIMITATION, LIGHTS, SIGNS, AND FUNCTIONALLY SIMILAR FACILITIES NECESSARY OR APPURTENANT TO THE USE OF THE AVIGATION EASEMENT.

SAID OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENT (PUE) AND PUBLIC UTILITY AND FACILITY EASEMENT (PUFE) AS SHOWN HEREON AND DESIGNATED AS SUCH HEREIN FOR THE PURPOSE OF INSTALLING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND REMOVING THEREIN THOSE LINES OR FACILITIES FOR UTILITIES AND PUBLIC SERVICE USE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, OVER AND UNDER THE EASEMENT AREAS AS MAY BE REQUIRED FROM TIME TO TIME TO SERVICE ADJACENT LOTS AND TRACTS WITH SUCH UTILITIES AND PUBLIC SERVICE FACILITIES, AND TO GRANT TO THE CITY OF SURPRISE AND TO UTILITY COMPANIES THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON THE LOTS AND TRACTS AND TO EXTEND SUCH SERVICE CONNECTIONS TO ANY BUILDING WHICH MAY BE LOCATED THEREON, ALL AS SHOWN ON THE PLAT AND DESIGNATED HEREIN FOR THE PURPOSE OF INSTALLING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND REMOVING PUBLIC UTILITIES.

SAID OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS DRAINAGE EASEMENT (DE) AND DRAINAGE, RETENTION AND UTILITY EASEMENT (DRUE) AS SHOWN HEREON AND DESIGNATED AS SUCH HEREIN FOR THE PURPOSE OF PERMITTING THAT WATER WHICH NATURALLY SURFACE DRAINS FROM ADJACENT LOTS AND TRACTS TO FLOW IN THE MANNER PRESCRIBED BY THE FINAL GRADING AND DRAINAGE PLAN APPROVED BY THE CITY OF SURPRISE.

TRACT A AND B HEREON ARE NOT DEDICATED TO THE PUBLIC, BUT ARE RESERVED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, FOR THE OPERATION OF DRAINAGE, OPEN SPACE AND RECREATIONAL USE AND RESPONSIBILITY FOR MAINTENANCE OF SAID TRACTS.

ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE STREETS, TRACTS AND EASEMENTS SHOWN ON THIS PLAT AND NOT DEDICATED TO THE PUBLIC HEREIN, AND ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE UTILITY LINES, FACILITIES AND APPURTENANCES THEREIN, ARE HEREBY DEDICATED TO THE CITY OF SURPRISE FOR THE USE AND BENEFIT OF THE PUBLIC, PROVIDED, HOWEVER, THAT THE EASEMENTS AND RIGHTS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL NOT BE EFFECTIVE UNTIL THE CITY COUNCIL OF THE CITY OF SURPRISE SHALL HAVE ACCEPTED THE SAME BY RESOLUTION OR BY THE ISSUANCE OF A PERMIT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS TO BE LOCATED THEREIN, AND UNTIL SUCH ACCEPTANCE, THE OWNER OF THE LOTS AND TRACTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID AREAS.

ALL EASEMENTS, PAST, PRESENT AND FUTURE, TAKING AND ACCEPTANCE BY THE CITY, PURSUANT TO CONDEMNATION OR OTHERWISE, AND ALL EASEMENTS GRANTED OR DEDICATED BY THIS PLAT AND NOT HEREIN RELEASED TO THE CITY OF SURPRISE SHALL BE SUBJECT TO PUBLIC USE, ACCEPTANCE BY THE CITY OF SURPRISE, OR ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE SAME, AND SHALL BE SUBJECT TO ALL EASEMENTS GRANTED BY THE OWNER FOR PUBLIC UTILITIES PRIOR TO THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, SAID TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE SUBSCRIBED HEREON BY THE UNDERSIGNED, DULY AUTHORIZED AGENT THIS _____ DAY OF _____, 20__.

TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

[NOTICE TEXT]

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

[NOTICE TEXT]

NOTICE OF INTERGOVERNMENTAL AGREEMENT

[NOTICE TEXT]

RELEASE OF LIABILITY

[RELEASE TEXT]

PUBLIC NOTICE

[PUBLIC NOTICE TEXT]

100 YEAR ASSURED WATER SUPPLY

[WATER SUPPLY TEXT]

_____ _____
DIRECTOR, ENGINEERING DATE

BASIS OF BEARING

[BASIS OF BEARING TEXT]

GENERAL NOTES

1. [GENERAL NOTE TEXT]
2. [GENERAL NOTE TEXT]
3. [GENERAL NOTE TEXT]
4. [GENERAL NOTE TEXT]
5. [GENERAL NOTE TEXT]
6. [GENERAL NOTE TEXT]
7. [GENERAL NOTE TEXT]
8. [GENERAL NOTE TEXT]
9. [GENERAL NOTE TEXT]

LEGAL DESCRIPTION

[LEGAL DESCRIPTION TEXT]

AREA SUMMARY TABLE

IDENTITY	AREA (SF)	AREA (ACRES)
[ROW]	[VALUE]	[VALUE]
[ROW]	[VALUE]	[VALUE]
[ROW]	[VALUE]	[VALUE]
[ROW]	[VALUE]	[VALUE]

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	[USE]	[VALUE]	[VALUE]
B	[USE]	[VALUE]	[VALUE]

VICINITY MAP

DEVELOPER

[DEVELOPER TEXT]

ENGINEER

[ENGINEER TEXT]

SHEET INDEX

1 COVER SHEET

2 [SHEET INDEX TEXT]

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, HEREIN AFTER ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED TO THE WITHIN PLAT AT PRASADA - CACTUS ROAD AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED TO THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

[ENGINEER APPROVAL TEXT]

_____ _____
DIRECTOR, ENGINEERING DATE

CITY OF SURPRISE COUNCIL APPROVAL

[COUNCIL APPROVAL TEXT]

_____ _____
MAYOR DATE

ATTEST:

_____ _____
CITY CLERK DATE

CERTIFICATION

[CERTIFICATION TEXT]

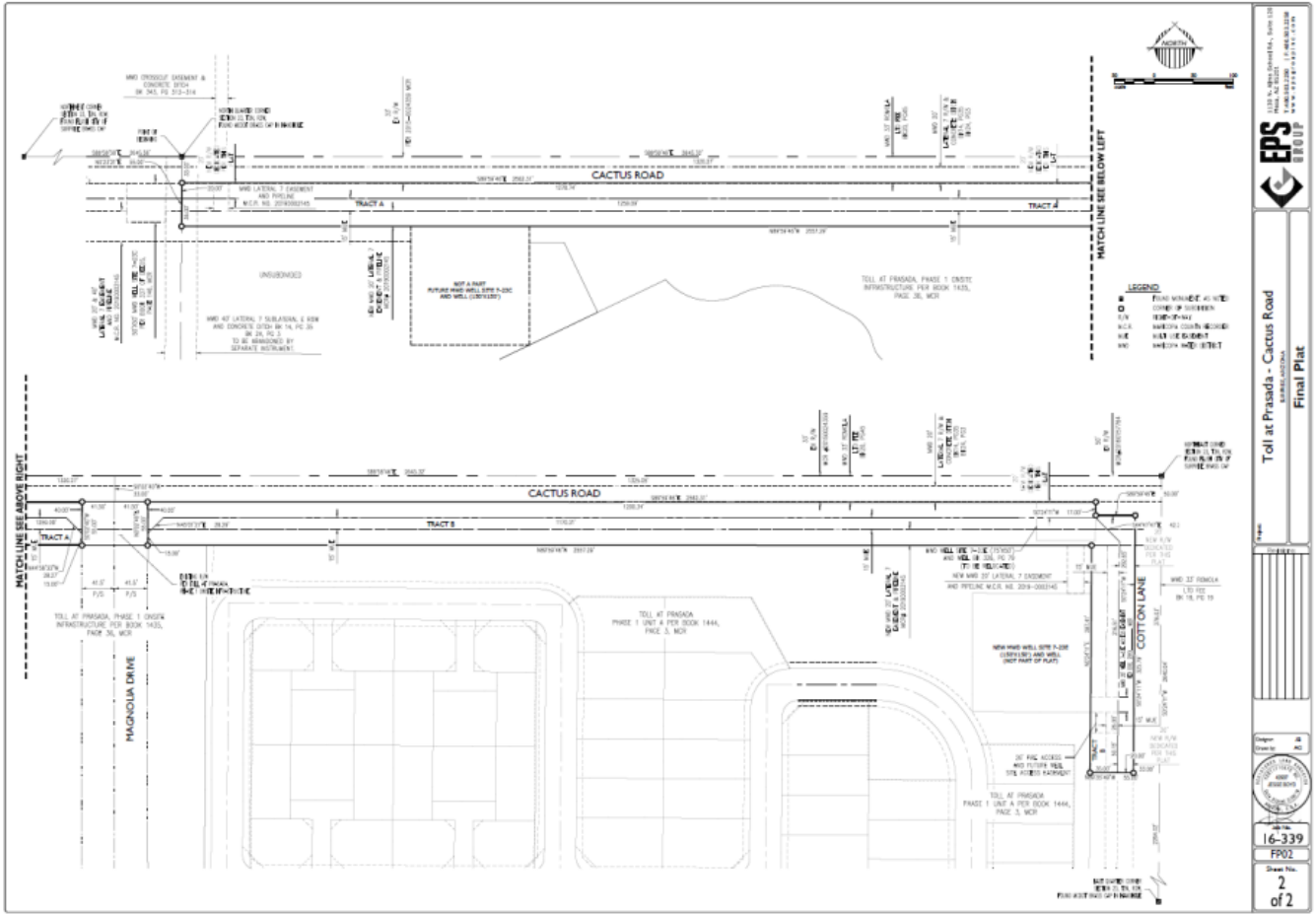
_____
[NAME], R.L.S. #[NUMBER]
[COMPANY]
[ADDRESS]
[CITY, STATE ZIP]
DATE OF PREPARATION: JANUARY 22, 2019

EPS GROUP

Toll at Prasada - Cactus Road
Final Plat

Project No. 16-339
FP01
Sheet No. 1 of 2

FS18-34 Cactus Road
Phase 1 Final Plat

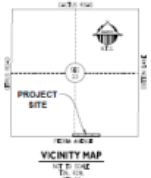


FS18-342 Cactus Road Phase 1 Final Plat

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 1

A portion of the south half of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



DEDICATION

ACKNOWLEDGMENT

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

GENERAL NOTES

LEGAL DESCRIPTION

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

DEVELOPER

ENGINEER

SHEET INDEX

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

CERTIFICATION

AREA SUMMARY TABLE

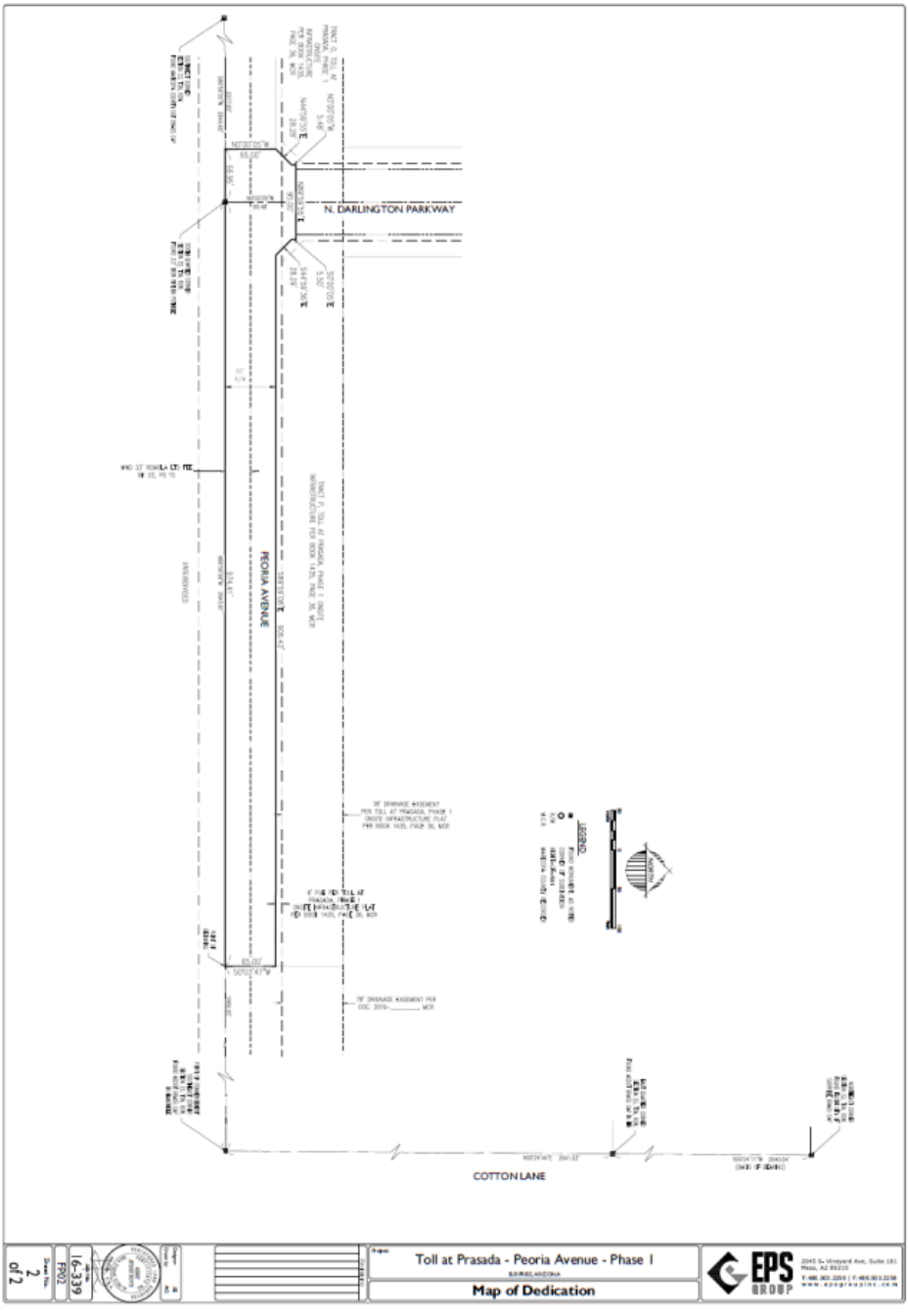
IDENTIFIER	AREA (SF)	AREA (ACRES)
NON-RESIDENTIAL	70,312	1.615
GROSS AREA	70,312	1.615

EPS GROUP

Toll at Prasada - Peoria Avenue - Phase 1
Map of Dedication

Job No. 16-339
FP01
Sheet No. 1 of 2

FS18-343 Peoria Avenue Phase 1 MOD

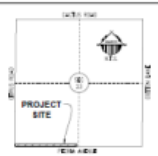


FS18-343 Peoria Avenue Phase 1 MOD

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 2

A portion of the Southwest Quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



VICINITY MAP

NOT TO SCALE

DEDICATION

ACKNOWLEDGMENT

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

GENERAL NOTES

LEGAL DESCRIPTION

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

DEVELOPER

ENGINEER

SHEET INDEX

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

CERTIFICATION

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

EPS GROUP

Toll at Prasada - Peoria Avenue - Phase 2

Map of Dedication

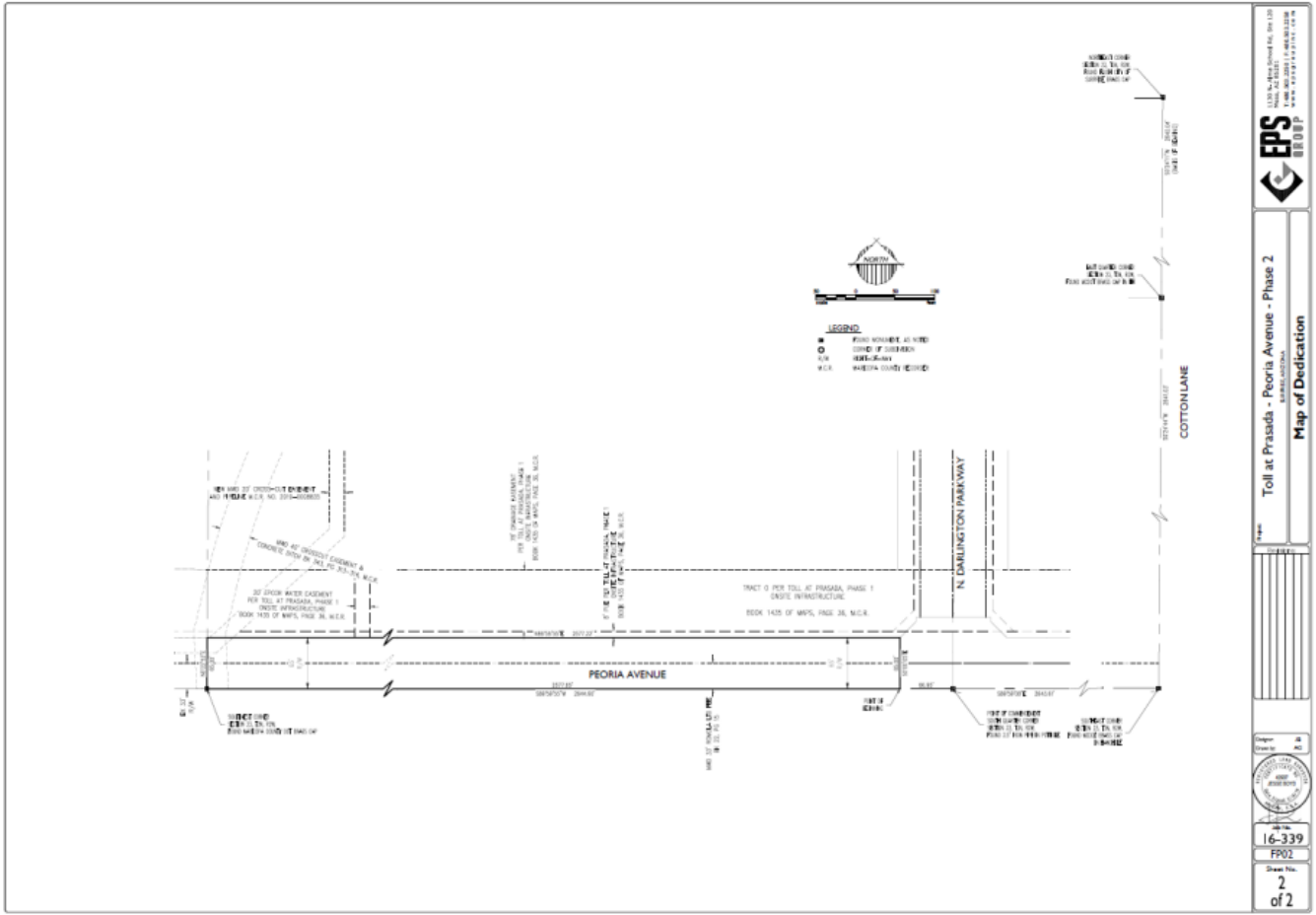
16-339

FP01

Sheet No.

1 of 2

FS18-691 Peoria Avenue Phase 2 MOD



FS18-691 Peoria Avenue Phase 2 MOD

Final Plat

Toll at Prasada Phase 2 Master Plat

Portions of Sections 22 and 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER" HEREIN INCLUDING THE FINAL PLAT OF TOLL AT PRASADA PHASE 2 MASTER PLAT LOCATED IN A PORTION OF THE EAST HALF OF SECTION 22 AND A PORTION OF THE NORTHEAST OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENT AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER AND LETTER GIVEN TO EACH RESPECTIVELY ON THE PLAT AND THAT THE EASEMENTS ARE HEREBY DEDICATED.

SAID OWNER DEDICATES TO THE CITY OF SURPRISE FOR PUBLIC USE AS SUCH THE STREETS AS SHOWN ON THE PLAT.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE LOT INCLUDING ROADS AND STREETS, FOR PUBLIC UTILITY PURPOSES, THAT IS DESIGNATED "PUBLIC UTILITY AND FACILITIES EASEMENT" AND "PUE" AS SHOWN ON THE PLAT AND DESIGNATED ON THE LOT LINES AS APPROPRIATE, TOGETHER WITH THE RIGHT TO ENTER SAID EASEMENTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENT" AND "DE" FOR THE PURPOSE OF ACCEPTING, DETAINING, CONVEYING, CHANNELING, REMOVING, DISCHARGING AND OBJECTING STORM WATER.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON, UNDER, THROUGH AND ACROSS THE AREAS DESIGNATED AS "PUBLIC TRAIL EASEMENT" AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, ESTABLISHING, CONSTRUCTING, MAINTAINING, OPERATING, REPLACING AND OBJECTING PUBLIC TRAILS.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON, UNDER, THROUGH AND ACROSS THE AREAS DESIGNATED AS "PUBLIC TRAIL EASEMENT" AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, ESTABLISHING, CONSTRUCTING, MAINTAINING, OPERATING, REPLACING AND OBJECTING PUBLIC TRAILS.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON, UNDER, THROUGH AND ACROSS THE AREAS DESIGNATED AS "PUBLIC TRAIL EASEMENT" AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, ESTABLISHING, CONSTRUCTING, MAINTAINING, OPERATING, REPLACING AND OBJECTING PUBLIC TRAILS.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON, UNDER, THROUGH AND ACROSS THE AREAS DESIGNATED AS "PUBLIC TRAIL EASEMENT" AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, ESTABLISHING, CONSTRUCTING, MAINTAINING, OPERATING, REPLACING AND OBJECTING PUBLIC TRAILS.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES SHALL BE CONSTRUCTED IN THE CITY'S INSTALLED OR CONSTRUCTED TO CONFORM WITH THE PUBLIC IMPROVEMENTS THE SUBDIVISION. IN ANY PHASE OR PHASES, WHICH ARE CONSTRUCTED BY THE CITY OF SURPRISE, THE OWNER SHALL NOT CONSTRUCT THE PUBLIC IMPROVEMENTS IN THE CITY OF SURPRISE, THE OWNER SHALL NOT ISSUE ANY BUILDING PERMITS FOR CONSTRUCTION WITHIN THE SUBDIVISION UNTIL THE CITY OF SURPRISE HAS ACCEPTED THE IMPROVEMENTS AS COMPLETED IN ACCORDANCE WITH THE CITY'S SUBDIVISION REGULATIONS.

THE EASEMENTS SHOWN HEREON FOR DRAINAGE AND FLOODWAY PURPOSES ARE HEREBY GRANTED TO THE CITY OF SURPRISE FOR THE USES AND PURPOSES SET FORTH HEREON AND ARE SUBJECT TO THE RESTRICTIONS NOTED ON THE PLAT.

THE OWNER(S) SHALL WARRANT AND DEFEND THE TITLE TO THE DEDICATED AREAS AGAINST ALL PERSONS WHO MAY LAWFULLY CLAIM THE SAME.

IN WITNESS WHEREOF: TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ NAME: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

PUBLIC NOTICE

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

GENERAL NOTES

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

CERTIFICATION

VICINITY MAP

DEVELOPER

TOLL PRASADA LLC
[illegible]
[illegible]
CONTACT: [illegible]

ENGINEER

EPS GROUP, INC.
[illegible]
[illegible]
CONTACT: [illegible]

SHEET INDEX

1	COVER SHEET
2 – [illegible]	PARCEL AND TRACT LABEL IDENTIFICATION
[illegible]	FINAL PLAT TABLE SHEET

HOMEOWNERS ASSOCIATION RATIFICATION

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED THAT HE 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:

Toll at Prasada
Phase 2 Master Plat
Final Plat

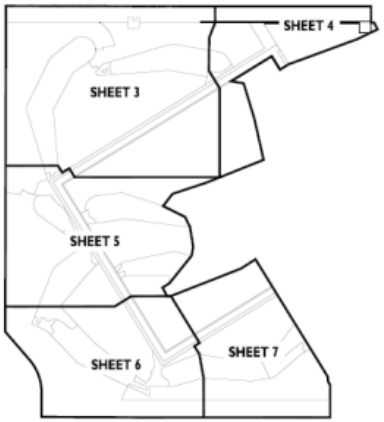
16-339
FP01
Sheet No. 1 of 7

16-339

FS19-061
Toll at Prasada
Phase 2 Master Plat

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE/OPEN SPACE	41,666.86	0.9565
TRACT B	LANDSCAPE/OPEN SPACE	7,913.08	0.1735
TRACT C	LANDSCAPE/OPEN SPACE	402,870.35	9.2467
TRACT D	LANDSCAPE/OPEN SPACE	8,508.47	0.2183
TRACT E	LANDSCAPE/OPEN SPACE	120,883.38	2.7755
TRACT F	LANDSCAPE/OPEN SPACE	25,977.08	0.5872
TRACT G	LANDSCAPE/OPEN SPACE	21,440.28	0.4922
TRACT H	LANDSCAPE/OPEN SPACE	91,579.43	2.0878
TRACT MILE 1	LANDSCAPE/OPEN SPACE	273,698.52	6.2833
TRACT MILE 2	LANDSCAPE/OPEN SPACE	152,196.42	3.4932
TRACT MILE 3	LANDSCAPE/OPEN SPACE	606,781.24	14.2388
TRACT MILE 4	LANDSCAPE/OPEN SPACE	434,301.06	10.0668
TRACT MILE 5	LANDSCAPE/OPEN SPACE	87,283.56	2.0038
TRACT MILE 6	LANDSCAPE/OPEN SPACE	388,011.47	8.9815
TRACT MILE 7	LANDSCAPE/OPEN SPACE	211,501.48	4.8557
TRACT MILE 8	LANDSCAPE/OPEN SPACE	388,449.43	8.9176
TRACT MILE 9	LANDSCAPE/OPEN SPACE	211,663.51	5.0873
TRACT K	LANDSCAPE/OPEN SPACE	18,178.05	0.4173
TRACT J	LANDSCAPE/OPEN SPACE	8,581.72	0.1394
TRACT I	LANDSCAPE/OPEN SPACE	15,583.97	0.3580
TRACT L	LANDSCAPE/OPEN SPACE	134,444.25	3.0868
TRACT X	LANDSCAPE/OPEN SPACE	146,885.77	3.3722
TRACT Y	LANDSCAPE/OPEN SPACE	13,890.88	0.3201
TRACT P01	PRIVATE STREET (WIDTH VARIES) & PUBLIC EASEMENT (VARIES) EASEMENT	672,812.85	15.4486
TRACT P02	PRIVATE STREET (WIDTH VARIES) & PUBLIC EASEMENT (VARIES) EASEMENT	800.31	0.0184

PARCEL AREA TABLE		
PARCEL	AREA (SF)	AREA (AC)
PARCEL 1	668,783.85	15.3572
PARCEL 2	590,000.00	13.5399
PARCEL 3	466,868.13	10.7170
PARCEL 4	565,582.83	12.9832
PARCEL 5	1,802,812.21	41.3804
PARCEL 6	1,176,267.66	27.0070
PARCEL 7	1,500,000.83	34.4354
PARCEL 8	2,150,132.29	49.3618
PARCEL TEXT AND VEIL TBC (~22 ACRES)	95,000.00	2.1810
PARCEL TEXT AND VEIL TBC (~25)	72,500.00	1.6643
PARCEL 9	758,923.80	16.6312
PARCEL 10	1,801,170.83	24.4755
PARCEL 11	445,758.52	10.2343



KEY MAP

LEGAL DESCRIPTION

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND TYPE II TAG AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHENCE A FOUND 3" BRASS CAP FLUSH AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, 2644.82 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, 1616.91 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 28.28 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 5.48 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 6.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 60.52 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 29.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2575.73 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 37 SECONDS WEST, 1295.62 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 18 SECONDS EAST, 30.04 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY, 157.22 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 43 SECONDS;

THENCE NORTH 89 DEGREES 47 MINUTES 25 SECONDS WEST, 100.00 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 45 SECONDS EAST, 977.67 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, 1612.15 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 46 SECONDS WEST, 75.00 FEET;

THENCE NORTH 0 DEGREES 20 MINUTES 14 SECONDS EAST, 150.00 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 46 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 21 SECONDS EAST, 13.28 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 425.04 FEET;

THENCE SOUTH 0 DEGREES 34 MINUTES 33 SECONDS WEST, 139.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 21 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTHEASTERLY, 47.06 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7 DEGREES 22 MINUTES 30 SECONDS;

THENCE SOUTH 89 DEGREES 29 MINUTES 25 SECONDS EAST, 201.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY, 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT BEARING SOUTH 60 DEGREES 29 MINUTES 25 SECONDS EAST, 1240.83 FEET;

THENCE NORTH 21 DEGREES 52 MINUTES 32 SECONDS EAST, 220.47 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 28 SECONDS WEST, 195.29 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 13 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 28 SECONDS EAST, 1826.60 FEET;

THENCE SOUTH 60 DEGREES 30 MINUTES 46 SECONDS EAST, 1400.00 FEET;

THENCE SOUTH 29 DEGREES 29 MINUTES 14 SECONDS WEST, 20.00 FEET;

THENCE SOUTH 60 DEGREES 30 MINUTES 46 SECONDS EAST, 43.30 FEET;

THENCE SOUTH 29 DEGREES 42 MINUTES 34 SECONDS EAST, 95.49 FEET;

THENCE SOUTH 84 DEGREES 23 MINUTES 29 SECONDS WEST, 203.57 FEET;

THENCE SOUTH 29 DEGREES 32 MINUTES 38 SECONDS WEST, 364.83 FEET;

THENCE SOUTH 30 DEGREES 29 MINUTES 28 SECONDS WEST, 140.00 FEET;

THENCE SOUTH 29 DEGREES 29 MINUTES 28 SECONDS WEST, 208.06 FEET;

THENCE SOUTH 30 DEGREES 29 MINUTES 28 SECONDS WEST, 633.78 FEET;

THENCE SOUTH 29 DEGREES 07 MINUTES 19 SECONDS WEST, 193.53 FEET;

THENCE SOUTH 30 DEGREES 45 MINUTES 30 SECONDS WEST, 337.47 FEET;

THENCE SOUTH 31 DEGREES 31 MINUTES 44 SECONDS EAST, 205.32 FEET;

THENCE SOUTH 30 DEGREES 29 MINUTES 28 SECONDS WEST, 329.74 FEET;

THENCE SOUTH 31 DEGREES 14 MINUTES 30 SECONDS WEST, 452.06 FEET;

THENCE SOUTH 32 DEGREES 42 MINUTES 00 SECONDS WEST, 205.72 FEET;

THENCE SOUTH 33 DEGREES 24 MINUTES 39 SECONDS EAST, 507.31 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 54 SECONDS EAST, 762.26 FEET;

THENCE SOUTH 1 DEGREES 48 MINUTES 29 SECONDS EAST, 383.06 FEET;

THENCE SOUTH 15 DEGREES 19 MINUTES 41 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 28 DEGREES 53 MINUTES 36 SECONDS WEST, 671.03 FEET;

THENCE SOUTH 37 DEGREES 54 MINUTES 36 SECONDS WEST, 108.56 FEET;

THENCE SOUTH 29 DEGREES 00 MINUTES 00 SECONDS EAST, 126.00 FEET;

THENCE SOUTH 45 DEGREES 57 MINUTES 00 SECONDS EAST, 52.00 FEET;

THENCE SOUTH 68 DEGREES 36 MINUTES 40 SECONDS EAST, 168.42 FEET;

THENCE SOUTH 57 DEGREES 20 MINUTES 00 SECONDS EAST, 220.56 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 36 SECONDS EAST, 430.01 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 36 SECONDS EAST, 1436.08 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 425.00 FEET;

THENCE SOUTHEASTERLY, 239.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 00 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHEASTERLY, 78.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 425.00 FEET;

THENCE SOUTHEASTERLY, 239.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 00 SECONDS;

THENCE SOUTH 31 DEGREES 34 MINUTES 36 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

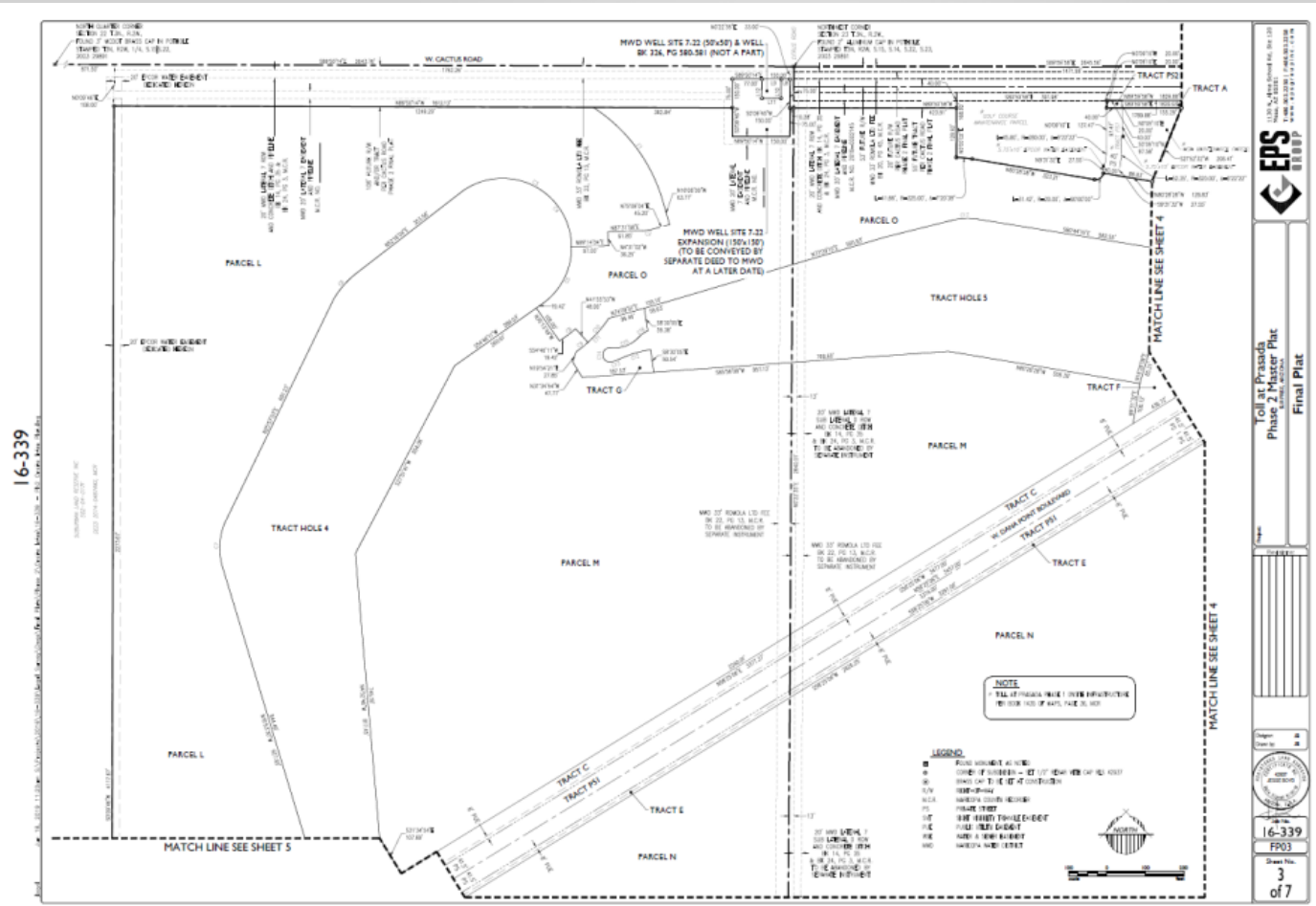
EPS GROUP

Toll at Prasada
Phase 2 Master Plat
Final Plat

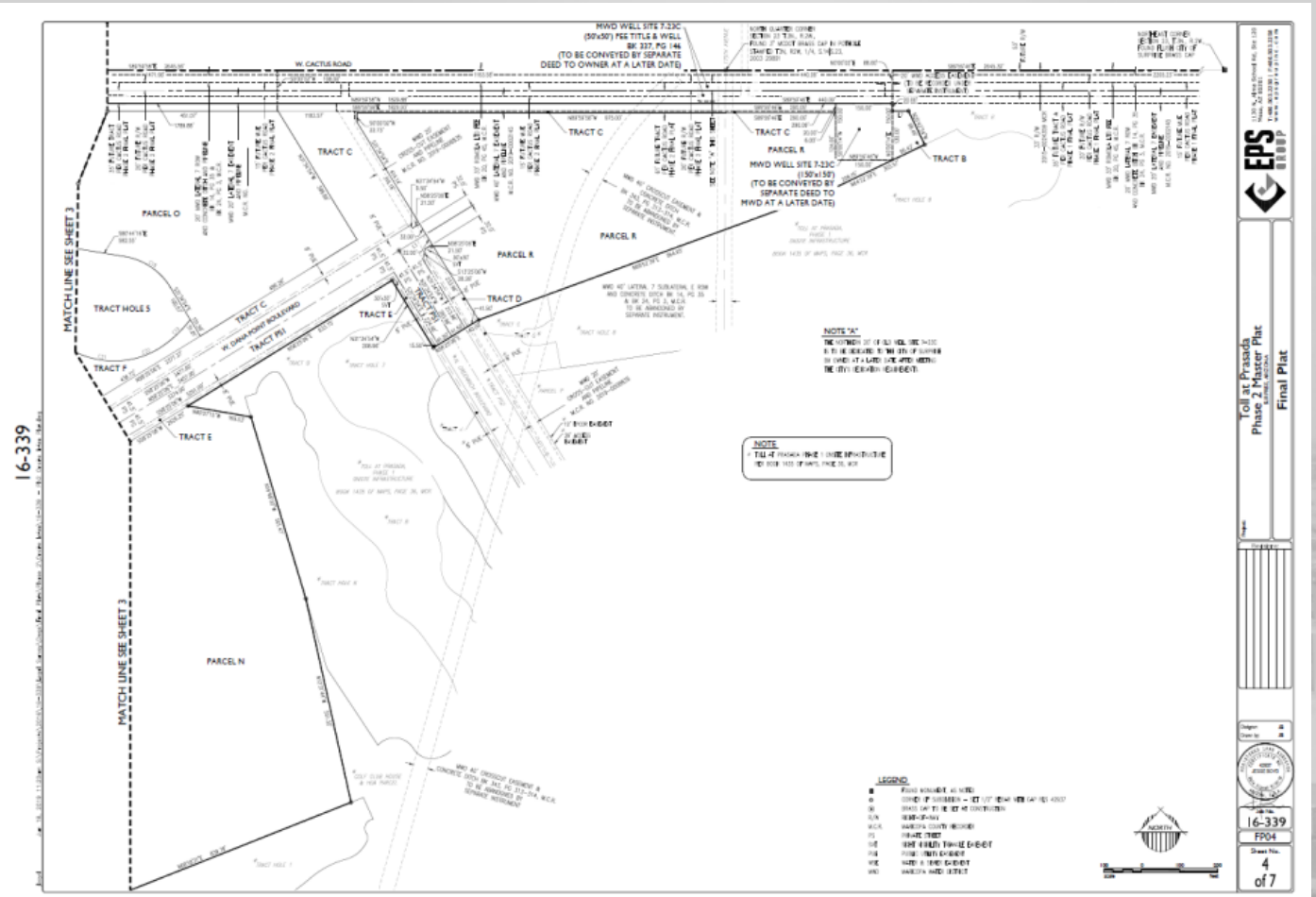
16-339
FP02
Sheet No.
2
of 7

16-339

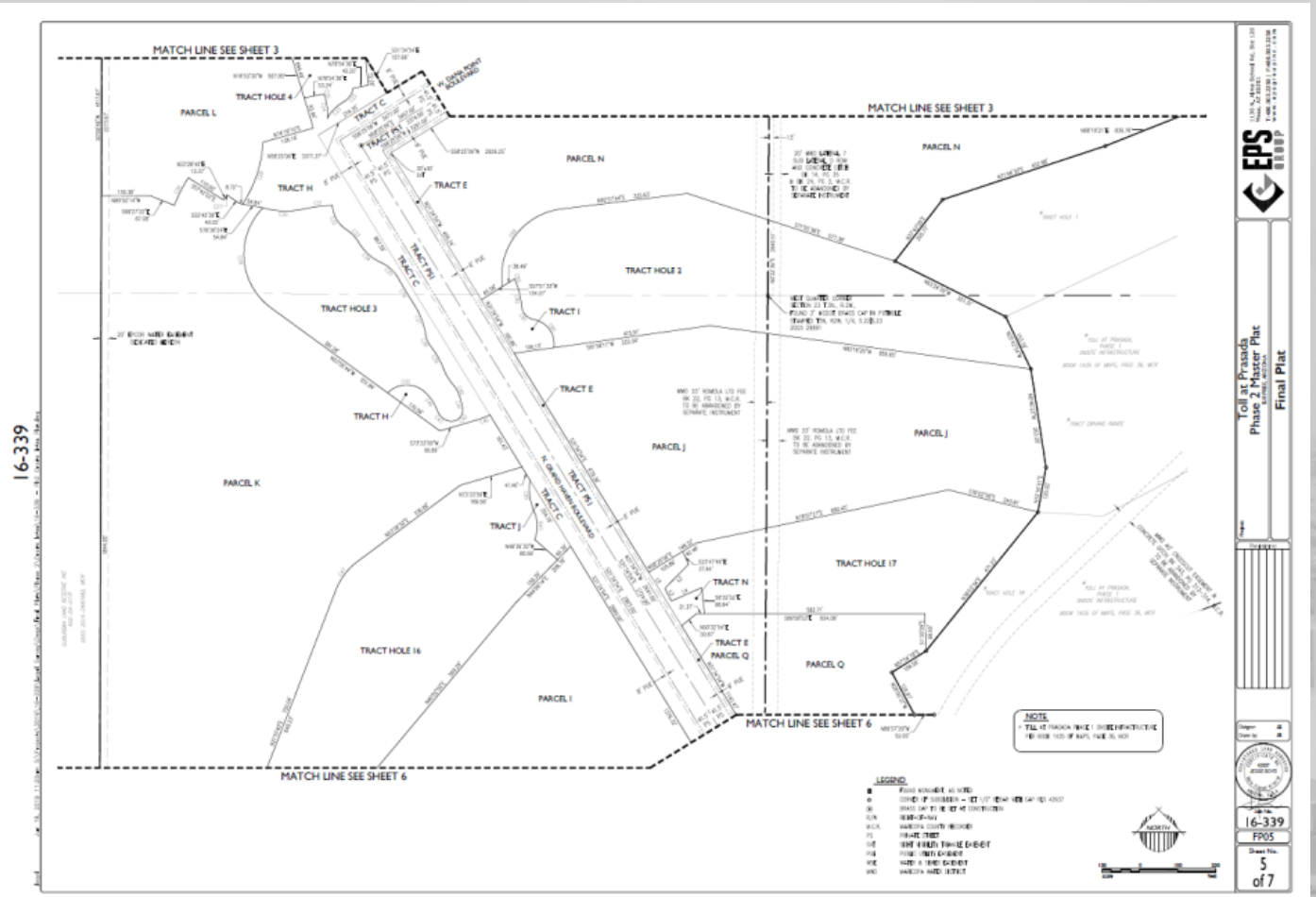
FS19-061
Toll at Prasada
Phase 2 Master Plat



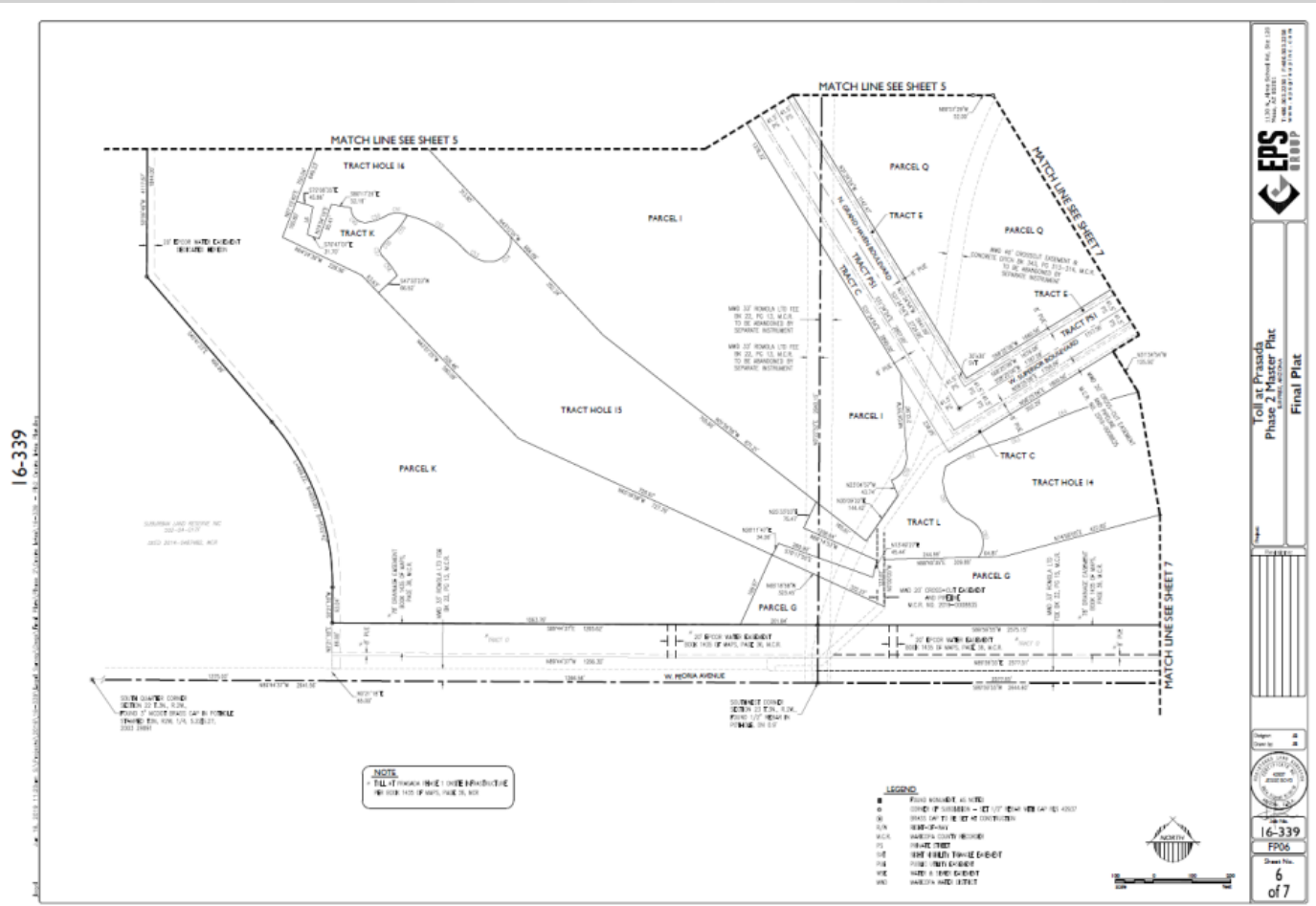
FS19-061
Toll at Prasada
Phase 2 Master Plat



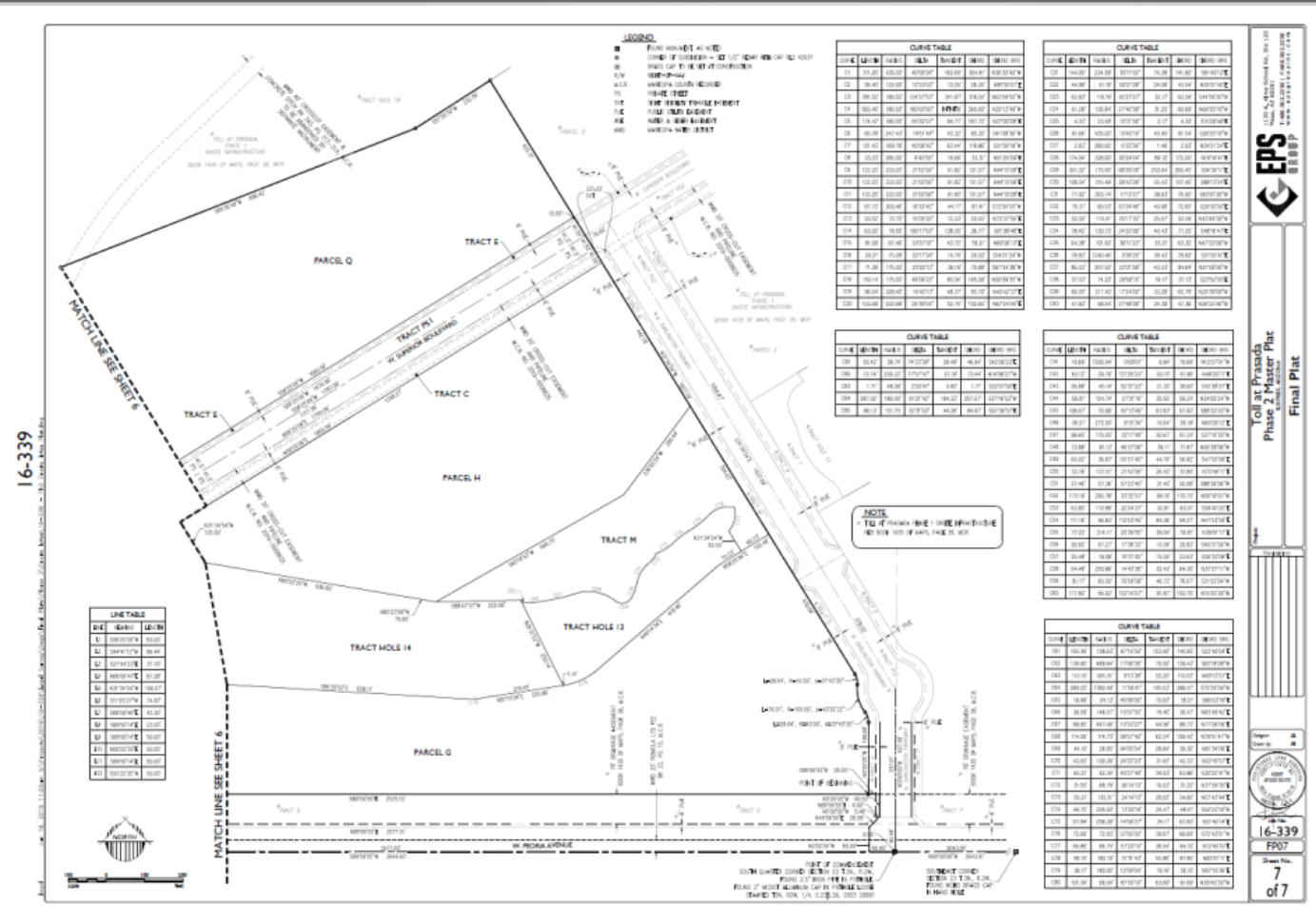
FS19-061
Toll at Prasada
Phase 2 Master Plat



FS19-061
Toll at Prasada
Phase 2 Master Plat



FS19-061
Toll at Prasada
Phase 2 Master Plat

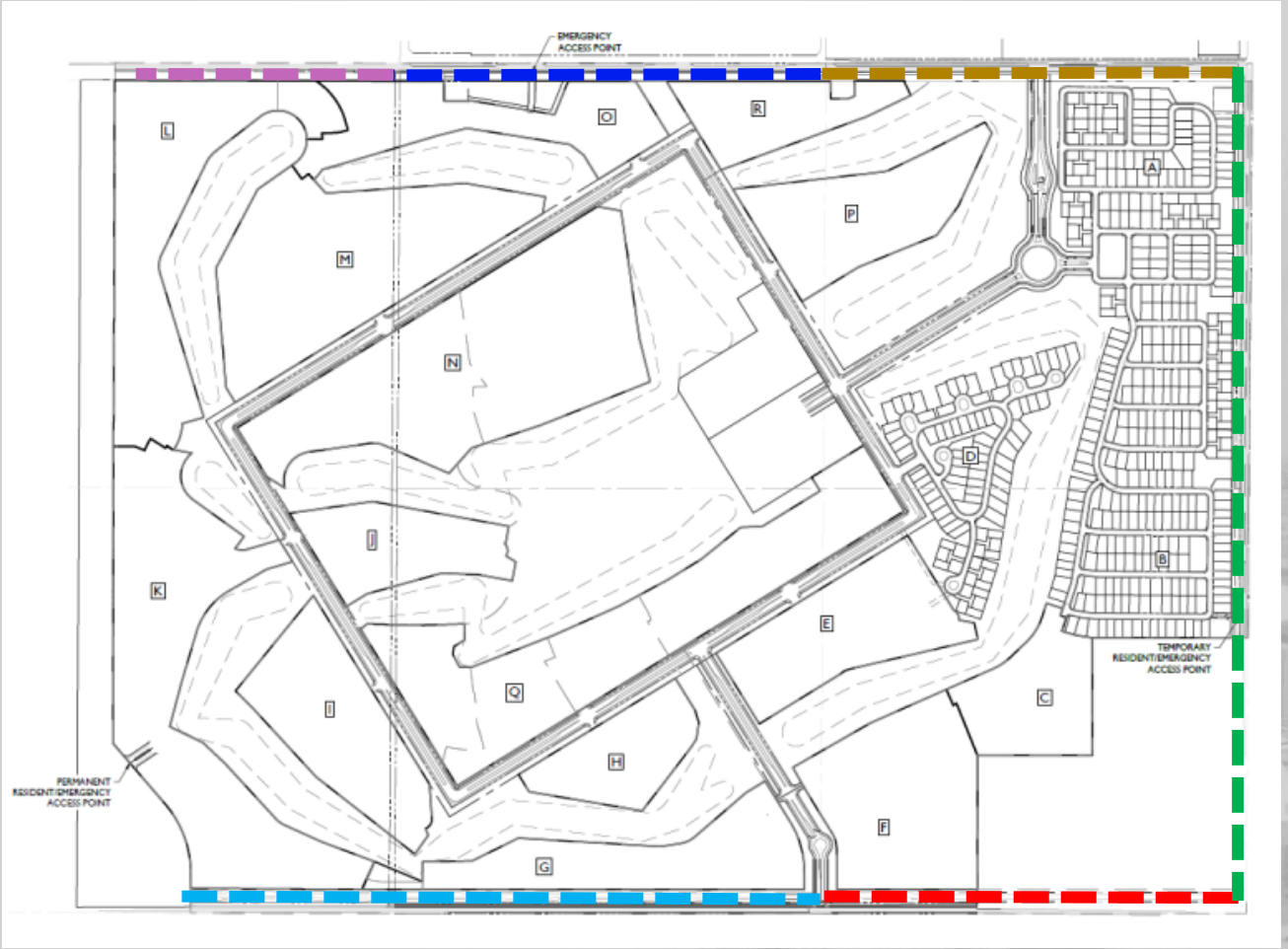


FS19-061
Toll at Prasada
Phase 2 Master Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You


EMERGENCY ACCESS POINT
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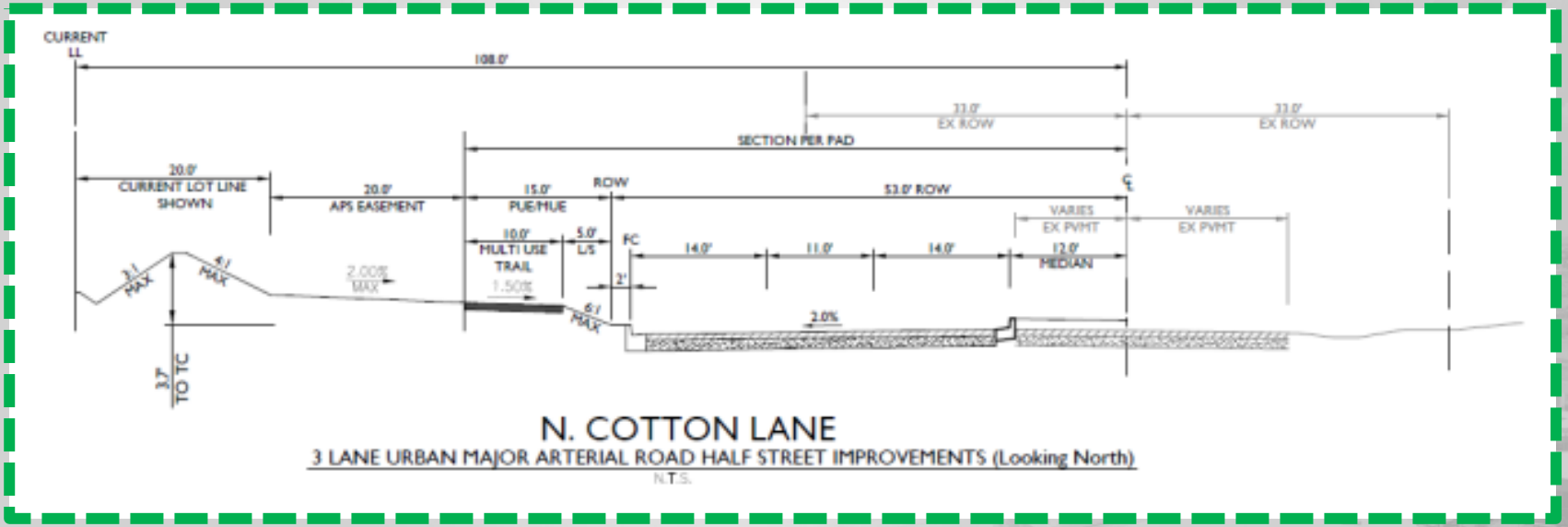
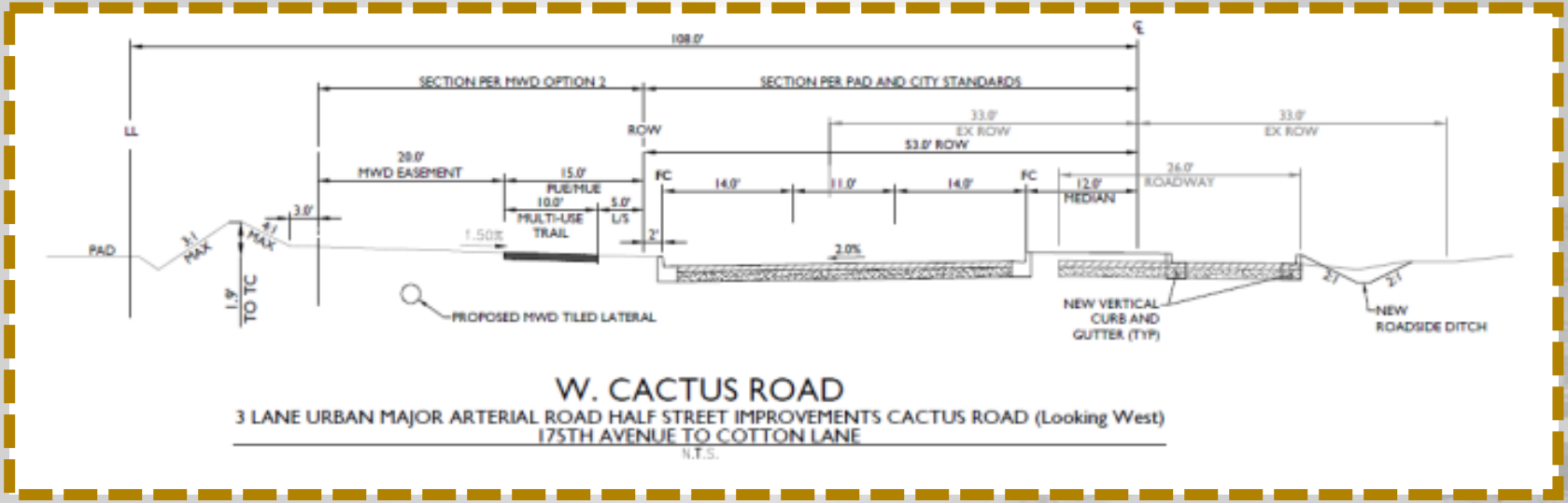


N. COTTON LANE

3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking North)

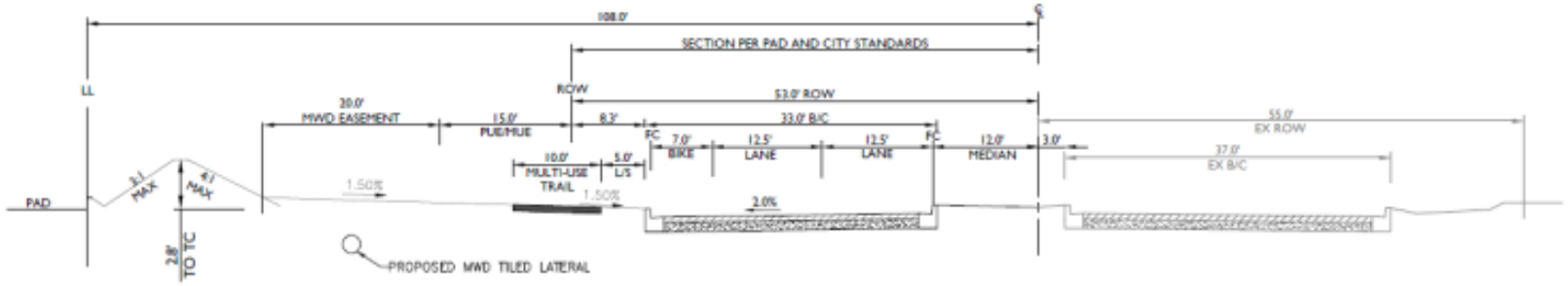
N.T.S.



W. CACTUS ROAD

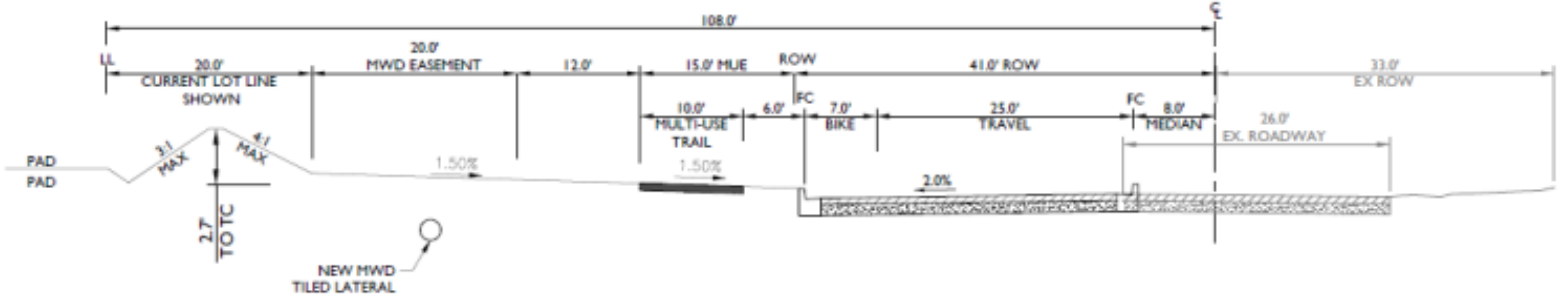
3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
175TH AVENUE TO COTTON LANE

N.T.S.



W. CACTUS ROAD

2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
MODIFIED TO HAVE A 12' MEDIAN
CITRUS ROAD TO 175TH AVENUE (SARAH ANN RANCH LIMITS)
N.T.S.



W. CACTUS ROAD

2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking West)
WEST OF CITRUS ROAD (MINOR ARTERIAL ROAD PER APPROVED PRASADA PAD)

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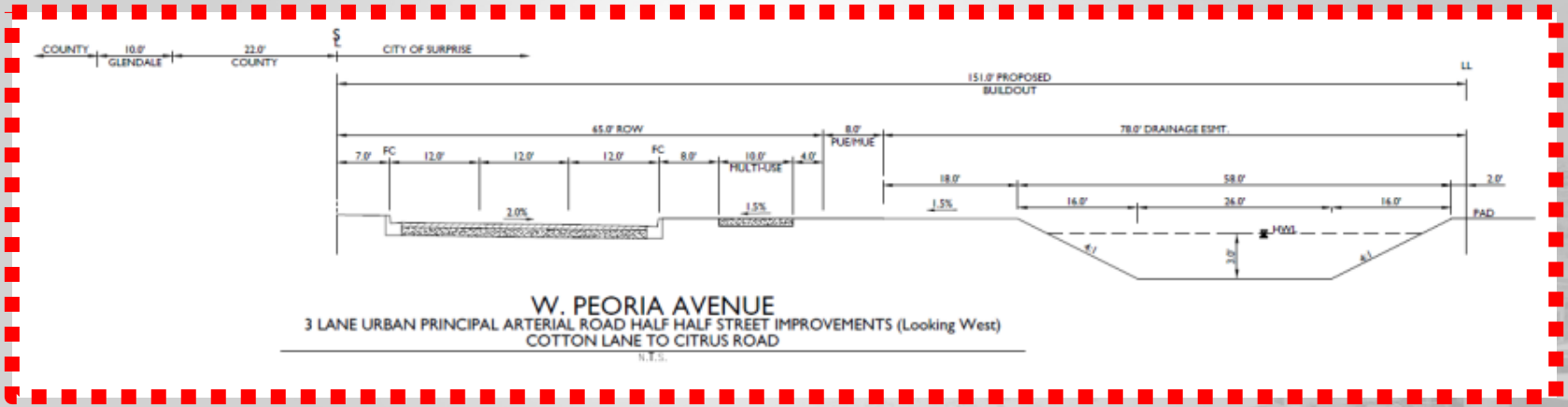
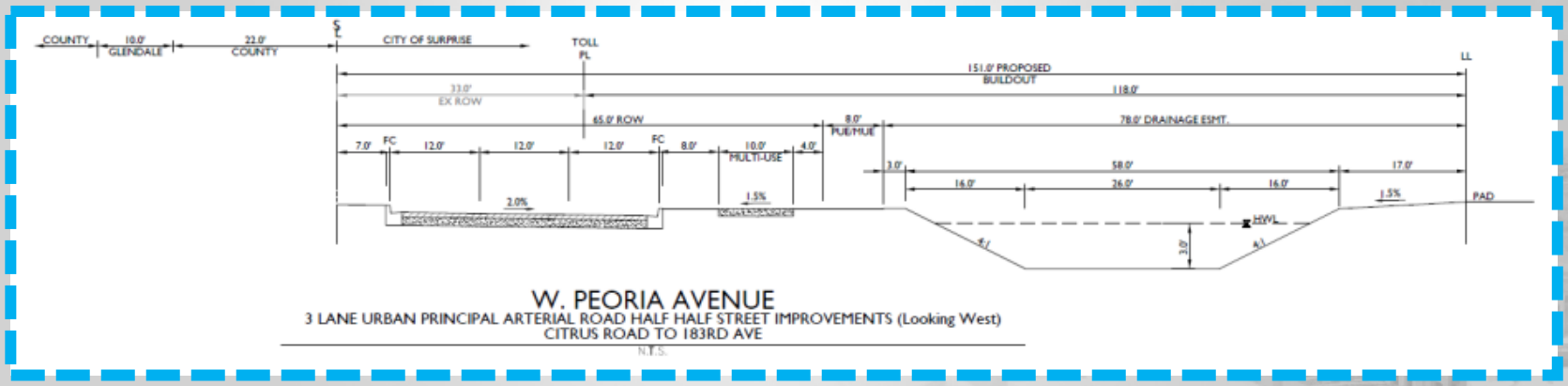


W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
COTTON LANE TO CITRUS ROAD

N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
CITRUS ROAD TO 183RD AVE

N.T.S.

SURPRISE
ARIZONA

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

Date: **July 12, 2018**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS18-343 Toll at Prasada Phase 1 MOD Peoria Right of Way Valuation**

The Value of the Right of Way associated with the Toll at Prasada Phase 1 MOD Peoria FS18-343 is $337,465.00.
The area being dedicated as right-of-way is 67,493 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action on the Map of Dedication entitled, "Toll at Prasada – Peoria Avenue – Phase 2" dated March 15, 2019, a property generally located on Peoria Avenue west of Cotton Lane.

Motion:
I move to approve the Map of Dedication entitled, "Toll at Prasada – Peoria Avenue – Phase 2" dated March 15, 2019.

Background:
The subject request involves a Map of Dedication for Phase 2 of Peoria Avenue. This segment of Peoria Avenue will extend from the western end of the Phase 1 Peoria Avenue MOD (Darlington Parkway) approximately 2,600' to the west line of Section 23 (Citrus Road).

Objective Analysis:
Peoria Avenue Phase 2 improvements will include one (1) westbound lane and one (1) eastbound lane within the boundary of the proposed MOD. In addition, a taper connecting to the existing paving on Peoria Avenue west of Citrus Road will occur within the existing Peoria Avenue right-of-way, with ultimate improvements to occur at a later date. The applicant has provided an in-lieu payment to cover their share of the half-median associated with this segment of Peoria Avenue. Temporary access drives will extend to the south of the new roadway to provide access to the various residential properties currently located within the unincorporated portion of Maricopa County south of Peoria Avenue. The City of Surprise is also working with the Maricopa County Department of Transportation regarding the ultimate roadway improvements.

The primary purpose of this MOD is to dedicate a portion of the Peoria Avenue right-of-way to the City of Surprise in order to facilitate the street improvements needed in support of the Toll at Prasada project.

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

Policy Compliant:

The requested Map of Dedication is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS18-691 Toll at Prasada Peoria Avenue Phase 2 MOD 08-06-19 CC Staff Report
2. 01 FS18-342, FS18-343, FS18-691, FS19-061 Toll at Prasada Joint Vicinity Map
3. 02 FS18-691 Peoria Avenue Phase 2 MOD Case Map
4. 03 FS18-691 Toll at Prasada Peoria Avenue Phase 2 MOD
5. 04 FS18-342, FS18-343, FS18- 691, FS19-061 Toll at Prasada 08-06-19 CC Combined Presentation
6. RW value FS18-691 Final Plat for Toll at Prasada Ph 2 Peoria Avenue

SURPRISE
ARIZONA

MAP OF DEDICATION

REPORT TO THE CITY COUNCIL

Case:	**FS18-691**
Project Name:	Toll at Prasada Peoria Avenue Phase 2 MOD
Council District:	3 - Mesquite
City Council Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Map of Dedication (MOD) for Toll at Prasada Peoria Avenue Phase 2 within the Prasada PAD
Site Location:	Generally located on Peoria Avenue west of Cotton Lane
Site Size:	3.85 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed MOD is consistent with the Prasada PAD.
- The proposed MOD is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed MOD is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approval of the requested Map of Dedication will allow the developer to obtain civil permits and commence construction of Peoria Avenue Phase 2 adjacent to the Toll at Prasada Project.

Denial of the requested Map of Dedication will deny the applicant the opportunity to construct Peoria Avenue Phase 2 adjacent to the Toll at Prasada Project in the manner proposed.

Project Description:

The subject request involves a Map of Dedication for Phase 2 of Peoria Avenue. This segment of Peoria Avenue will extend from the western end of the Phase 1 Peoria Avenue MOD (Darlington Parkway) approximately 2,600' to the west line of Section 23 (Citrus Road).

Peoria Avenue Phase 2 improvements will include one (1) westbound lane and one (1) eastbound lane within the boundary of the proposed MOD. In addition, a taper connecting to the existing paving on Peoria Avenue west of Citrus Road will occur within the existing Peoria Avenue right-of-way, with ultimate improvements to occur at a later date. The applicant has provided an in-lieu payment to cover their share of the half-median associated with this segment of Peoria Avenue. Temporary access drives will extend to the south of the new roadway to provide access to the various residential properties currently located within the unincorporated portion of Maricopa County south of Peoria Avenue. The City of Surprise is also working with the Maricopa County Department of Transportation regarding the ultimate roadway improvements.

Three (3) additional cases are being presented under separate cover this date. These include:

- FS18-342 – Phase 1 Cactus Road Final Plat
- FS18-343 – Phase 1 Peoria Avenue Map of Dedication
- FS19-061 – Toll at Prasada Phase 2 Master Plat

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

July 5, 2018: The applicant filed a request for the Cactus Road Phase 1 Final Plat under case FS18-342.

July 5, 2018: The applicant filed a request for a Map of Dedication for Peoria Avenue Phase 1 under case FS18-343.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

December 18, 2018: The applicant filed a request for the Phase 2 Peoria Avenue Map of Dedication under case FS18-691.

December 20, 2018: Staff met with the developer to discuss revised Preliminary Plats and related Final Plats for Parcels C, E, F, and P during a regularly scheduled Concept Review meeting under CR18-665.

January 15, 2019: The City Council approved the Toll at Prasada Phase 1 Infrastructure Plat under case FS18-290.

January 18, 2019: The applicant filed a request for the Phase 2 Master Plat under case FS19-061.

February 14, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit P under case FS19-110.

March 4, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit E under case FS19-145.

March 5, 2019: The Council approved Final Plats for Units A, B, and D, under cases FS18-260, FS17-700, and FS18-289, respectively.

March 25, 2019: The applicant submitted a request for a Preliminary Plat for Units C and P under case FS19-184.

Reviewing Agencies:

City of Surprise (COS): The request was routed to the standard reviewing agencies who have reviewed the proposal. All issues or concerns regarding this proposal have been addressed by the applicant.

Maricopa Water District (MWD): MWD notes the project will have a significant impact on MWD facilities in the area. The applicant has entered into a Development Agreement with MWD to address those issues.

Flood Control District of Maricopa County (FCDMC): FCDMC indicated the site is located within a floodplain and that a either a Floodplain Use Permit or CLOMR/LOMR is required.

Luke Air Force Base (LAFB): LAFB indicated no objections to the request.

Discussion:

The primary purpose of this MOD is to dedicate a portion of the Peoria Avenue right-of-way to the City of Surprise in order to facilitate the street improvements needed in support of the Toll at Prasada project.

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

Summary:

The proposed MOD is one of several case activities related to the Toll at Prasada development. City Council approval of the subject MOD will allow the applicant to obtain the civil construction permits necessary to begin construction of the Peoria Avenue Phase 2 infrastructure. The proposed MOD is consistent with the Prasada PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the MOD.

Findings:

- The proposed MOD is consistent with the Prasada PAD.
- The proposed MOD is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed MOD is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

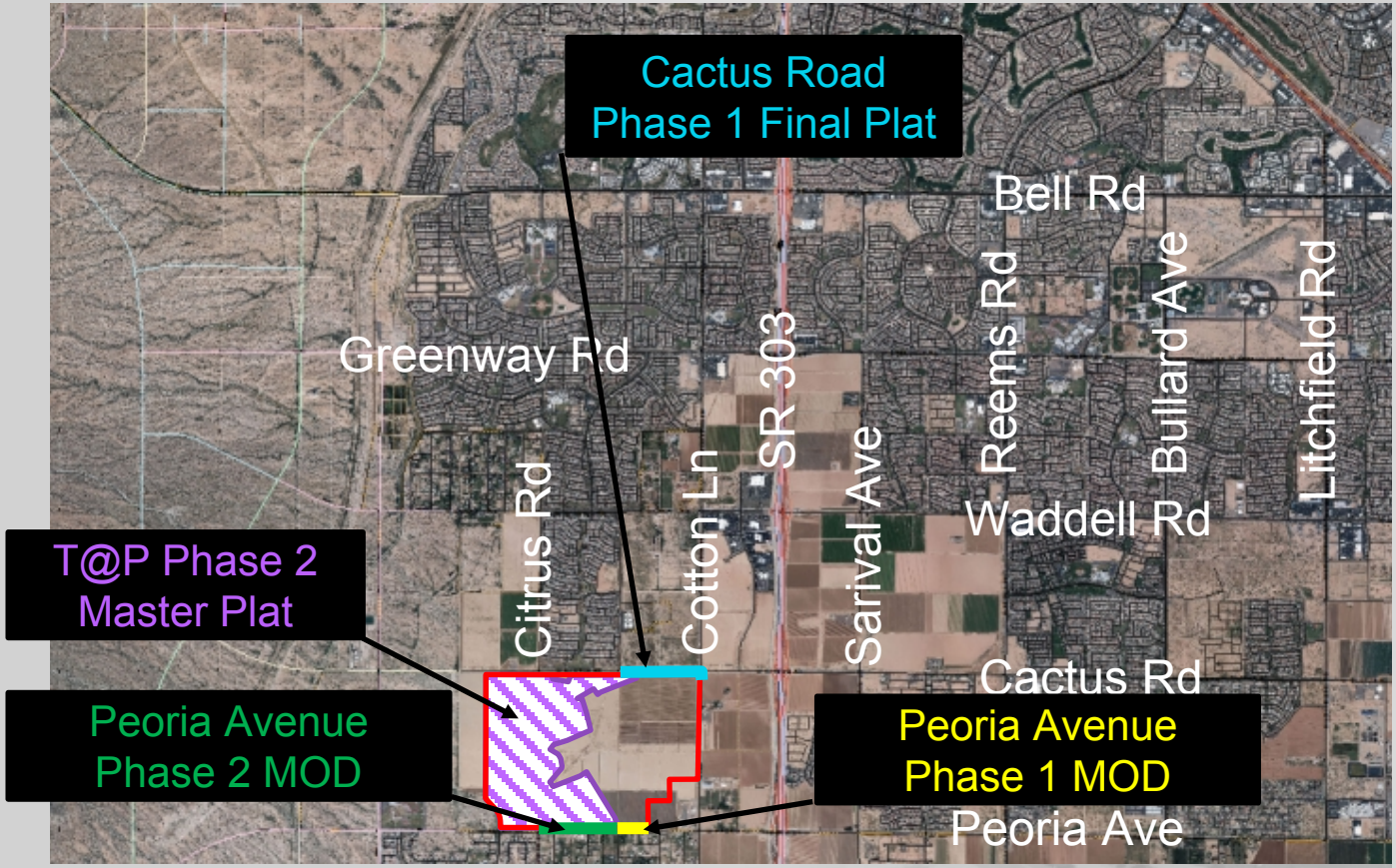
Approval of the requested Map of Dedication will allow the developer to obtain civil permits and commence construction of Peoria Avenue Phase 2 adjacent to the Toll at Prasada Project.

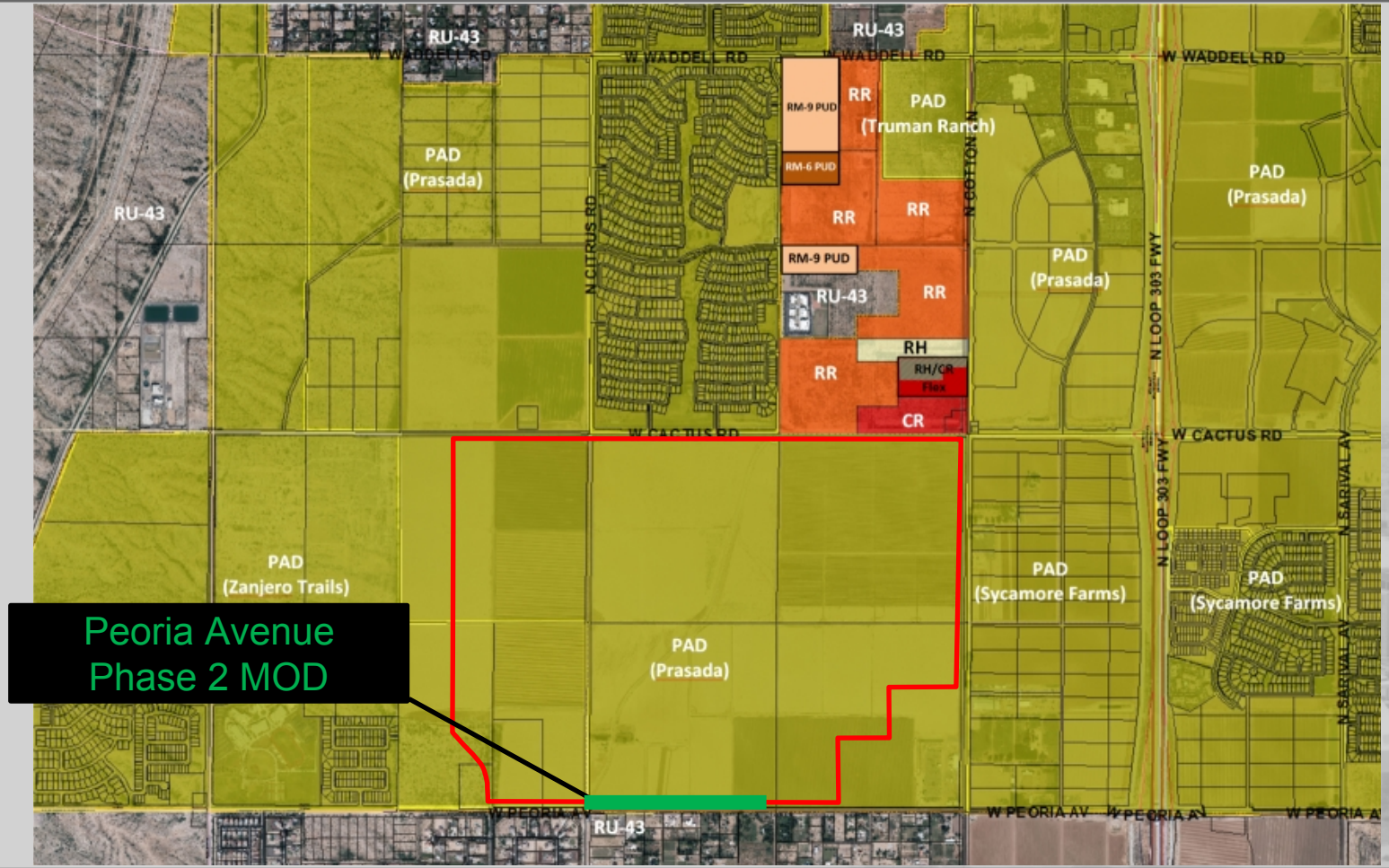
Denial of the requested Map of Dedication will deny the applicant the opportunity to construct Peoria Avenue Phase 2 adjacent to the Toll at Prasada Project in the manner proposed.

Attachments:

01 Joint Vicinity Map
02 Case Map
03 Map of Dedication

FS18-342, FS18-343, FS18-691, FS19-061 Combined Vicinity Map



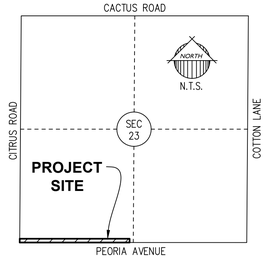


FS18-691 Case Map

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 2

A portion of the Southwest Quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



VICINITY MAP

NOT TO SCALE
T3N, R2W,
SEC 23

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISHES THIS MAP OF DEDICATION OF TOLL AT PRASADA – PEORIA AVENUE – PHASE 2, BEING LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND THAT EACH STREET SHALL BE KNOWN BY THE NAME GIVEN TO EACH RESPECTIVELY.

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

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 _____, 2019.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAS PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST PER GDACS 661-18 MCR.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, 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.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP OF DEDICATION ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. 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.
5. THIS MAP OF DEDICATION IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE FS17-394.

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE SOUTH QUARTER-CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 2643.61 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 66.95 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2577.65 FEET TO A BRASS CAP AT THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 0 DEGREES 22 MINUTES 52 SECONDS EAST, 65.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 2577.22 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 05 SECONDS EAST, 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.8460 ACRES, MORE OR LESS.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED 1/2/19 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON 1/3/19, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT 2019-0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF (TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 8767 E VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ 85258), AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2019.

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

BY: _____
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: _____
GLEN VORTHERMS

ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: RICH HOPPE, P.E.

SHEET INDEX

1 COVER SHEET

2 MAP OF DEDICATION PLAN SHEET

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, JESSE BOYD, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OF DEDICATION CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2017; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JESSE BOYD, R.L.S. 42937
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
DATE OF PREPARATION: OCTOBER 10, 2018

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NEW RIGHT-OF-WAY	167,533	3.8460
GROSS AREA	167,533	3.8460

1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: Toll at Prasada - Peoria Avenue - Phase 2
SURPRISE, ARIZONA

Map of Dedication

Revisions:

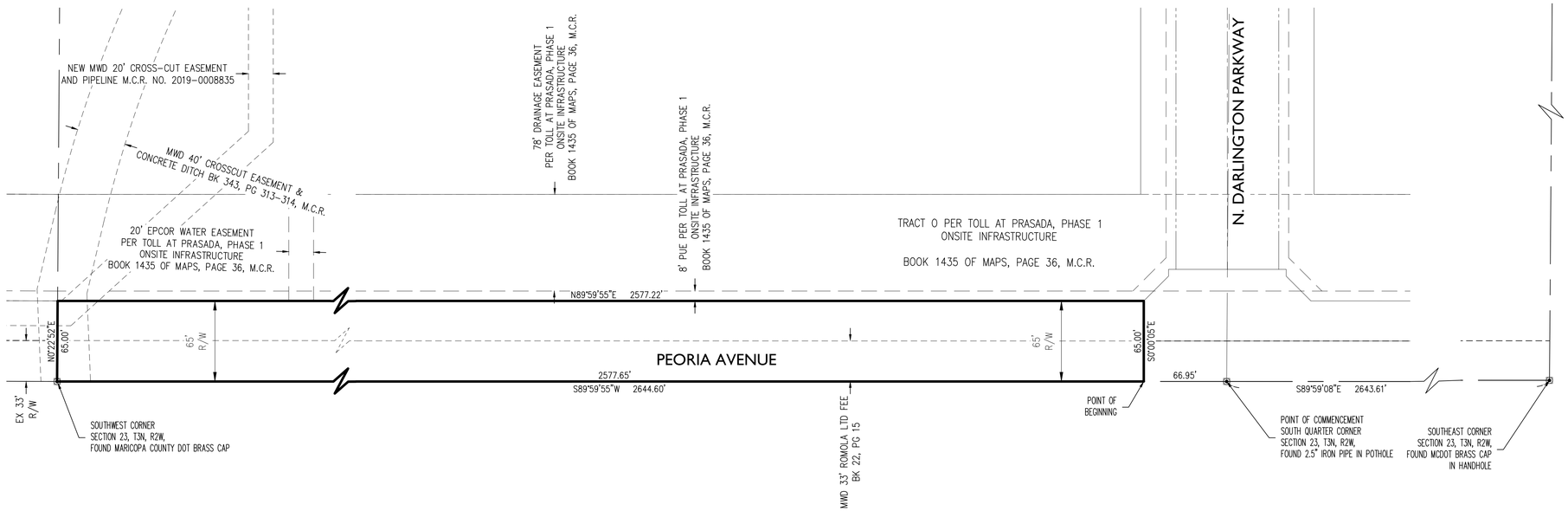
Designer: JB
Drawn by: AG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 3/1/19
ARIZONA, U.S.A.

Job No.
16-339

FP01

Sheet No.
1
of 2



EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Toll at Prasada - Peoria Avenue - Phase 2
SURPRISE, ARIZONA

Map of Dedication

Revisions:

Designer: JB
Drawn by: AG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 3/13/19
ARIZONA, U.S.A.

Job No.
16-339

FP02

Sheet No.
2
of 2

SURPRISE
ARIZONA

April 6, 2019 City Council

Toll at Prasada

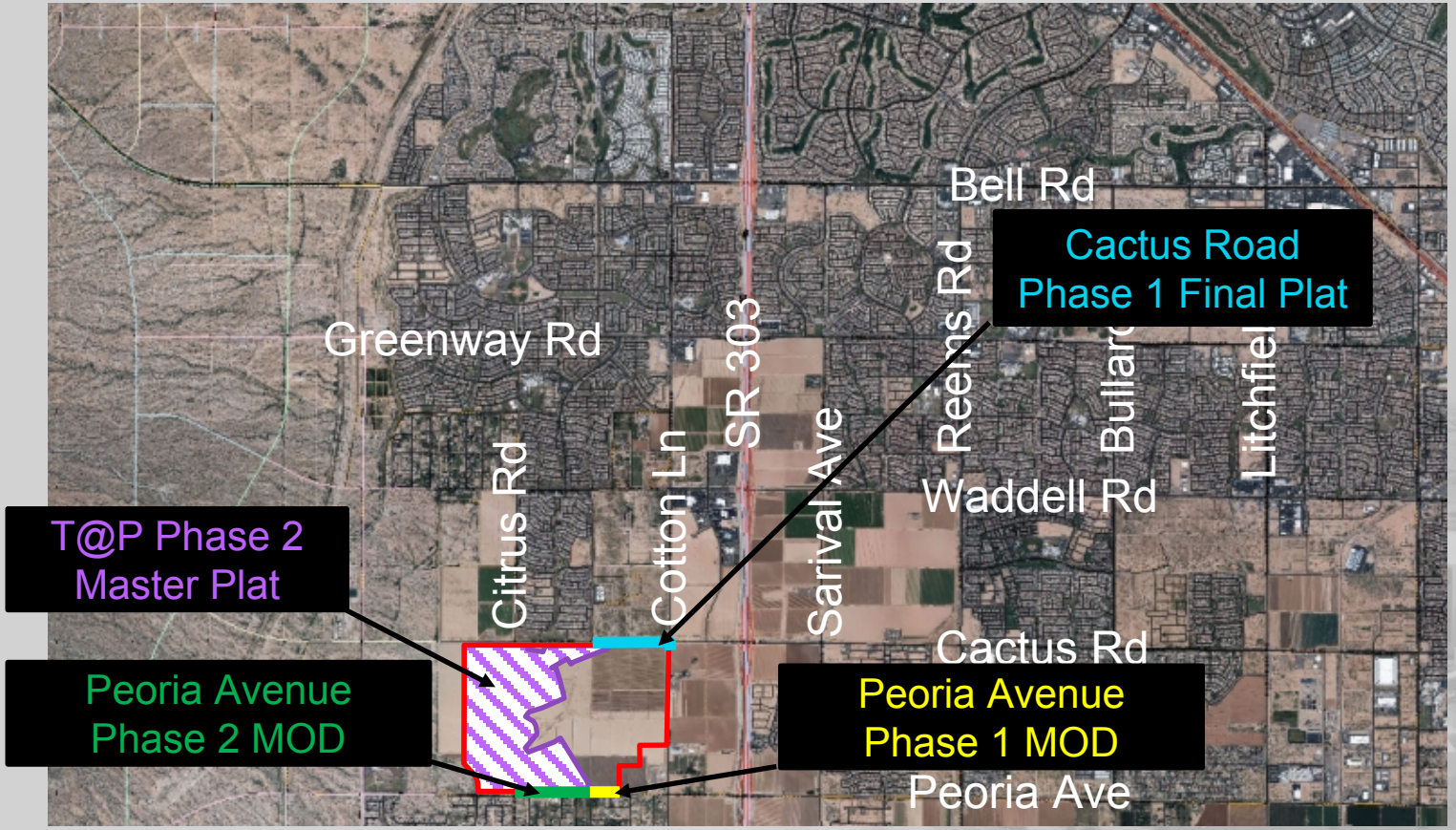
FS18-342 Cactus Road Phase 1 Final Plat

FS18-343 Peoria Avenue Phase 1 Map of Dedication

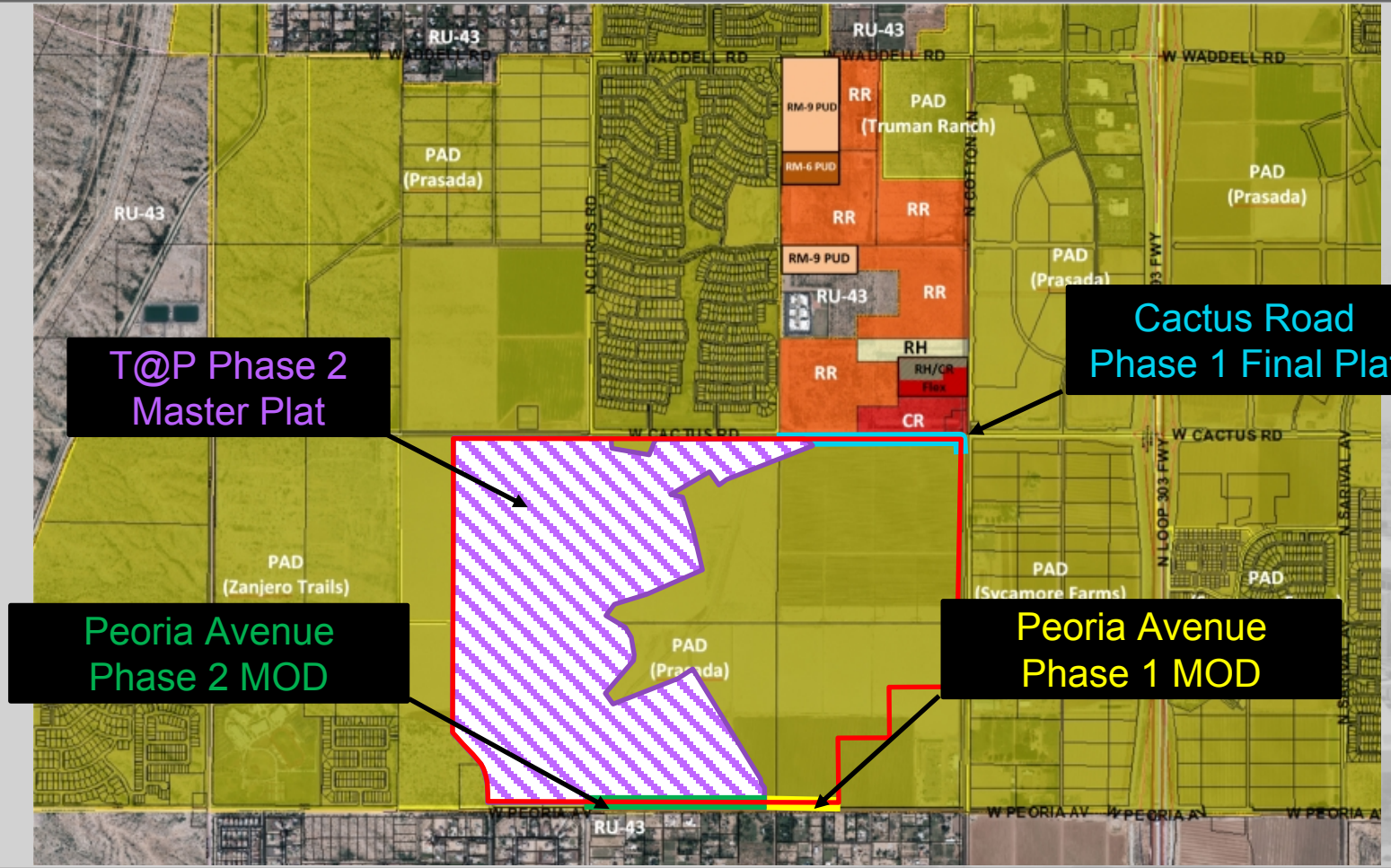
FS18-691 Peoria Avenue Phase 2 Map of Dedication

FS19-061 Phase 2 Master Plat

Combined Vicinity Map



Combined Case Map



FINAL PLAT

Toll at Prasada - Cactus Road

A portion of the northeast quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PLANS THE FINAL PLAT AS AND FOR THE FINAL PLAT OF TOLL AT PRASADA - CACTUS ROAD, AND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY DEDICATE THAT PART OF SAID SECTION 23 AS SHOWN HEREON AND DESCRIBED AS FOLLOWS:

[illegible] AND THAT PART OF [illegible] STREET AND [illegible] STREET, LOCATED IN THE SAME, AS LITTLE DEEDS OF RECORD IN MARICOPA COUNTY, ARIZONA RECORDS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THE AIR SPACE OF [illegible] AS SHOWN ON THE PLAT FOR THE PURPOSE OF [illegible] AND FOR THE BENEFIT OF THE USAF OVER THE AIR SPACE OF [illegible] TOGETHER WITH [illegible] 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 FIELDS.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS LIGHT EASEMENTS TRANSFERRED FOR THE PURPOSE OF [illegible] THAT THERE SHALL BE NO [illegible] OBSTRUCTIONS.

[illegible] AND IS POSITIVELY AND NOT DEDICATED TO THE PUBLIC, BUT ARE RESERVED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS SET FORTH IN THE RESPECTIVE MAINTENANCE OF SAID TRACTS.

ALL RIGHTS-OF-WAY, FEE STREETS AND PUBLIC UTILITIES SHOWN AND DESCRIBED ON THE SITE PLAN ARE OF CONVEYED TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR THE USE AND BENEFIT OF THE PUBLIC, AS SHOWN HEREON AND DESCRIBED IN THE DEDICATION, OR ANY PARTS OF THEREOF, WHEN ACCEPTED BY THE CITY OF SURPRISE SHALL BE [illegible] TO THE CITY OF SURPRISE FOR THE USE AND BENEFIT OF THE PUBLIC, WITH ALL PRIVILEGES AND IMMUNITIES APPURTENANT THERETO. THE CITY OF SURPRISE ASSUMES NO RESPONSIBILITY FOR IMPROVEMENT OR MAINTENANCE OF SAID PUBLIC IMPROVEMENTS UNTIL THE CITY OF SURPRISE SHALL HAVE ISSUED ITS WRITTEN ACCEPTANCE OF SUCH IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE FINANCIAL ASSURANCE AGREEMENTS.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED TO THE PRESENTS, DULY AUTHORIZED THEREUNTO THIS _____ DAY OF _____, 2019.

TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE, AS SUCH MANAGER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

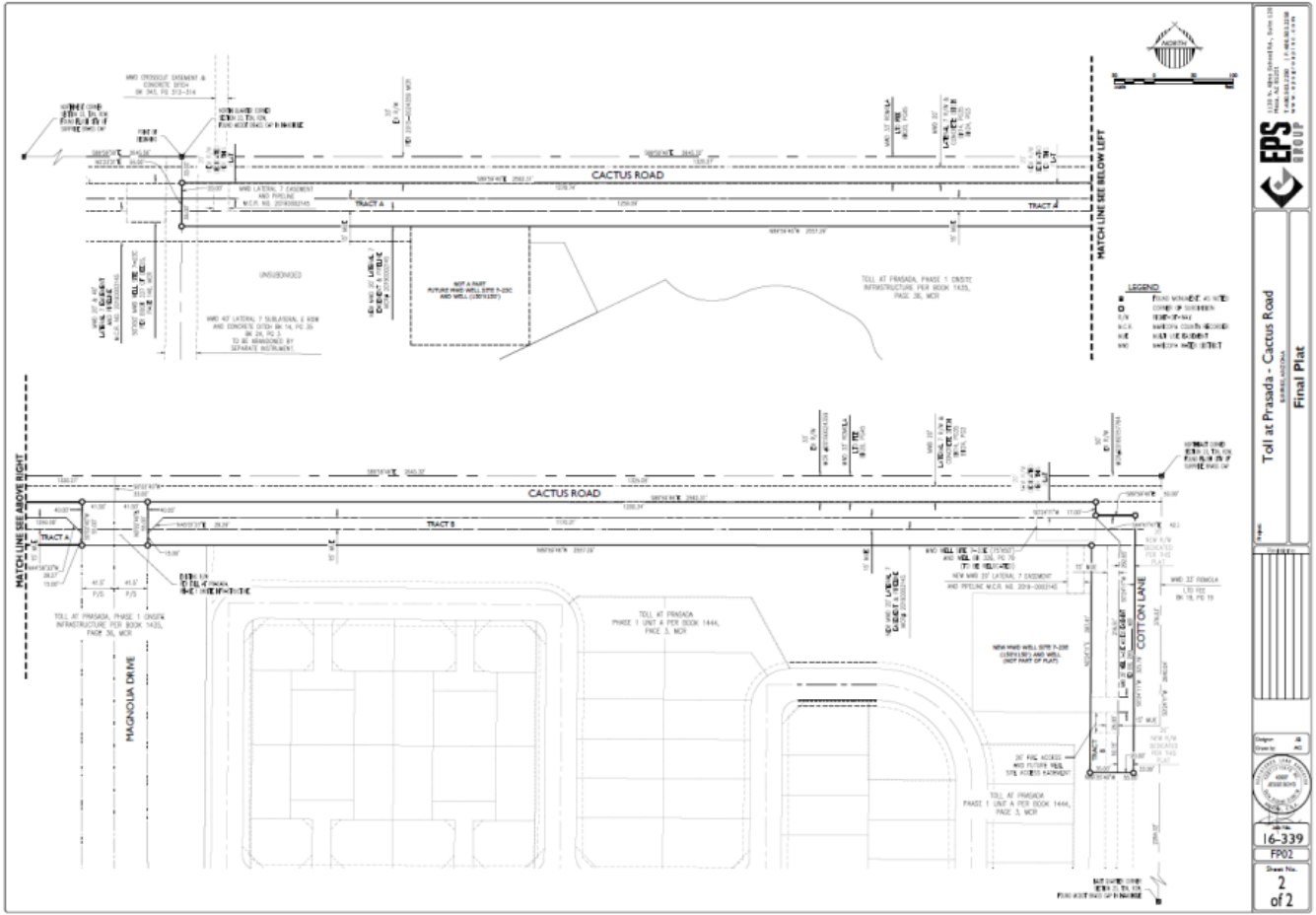
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

[illegible] AND ENTERED INTO BY THE CITY OF PRASADA (DEVELOPER) AND HEREBY RECORDED [illegible] AGREEMENT FOR [illegible] AND WATER DELIVERY AGREEMENT, WATER CONSERVATION DISTRICT NUMBER ONE ("WCID") FOR WHICH A DESCRIPTION OF AGREEMENT WAS RECORDED IN [illegible] OF THE MARICOPA COUNTY RECORDER'S OFFICE AT _____. THE PROPERTIES INCLUDED IN THE PLAT ARE SUBJECT TO THE AGREEMENT. THE AGREEMENT AND THE PLAT INCLUDING AND ARE ALL OBLIGATIONS WHICH HEREBY PROVIDE THE WATER PRICE AND SUPPLIER SHALL BE ADDED TO AND ARE BINDING AND RUN WITH AND PERPETUATE THE PROPERTIES. AS SUCH TERMS ARE DEFINED IN THE AGREEMENT BY DEVELOPER AND BY ASSIGNMENT ALL OF WHICH PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THE [illegible] AND THE [illegible] AND [illegible] AND [illegible] AND

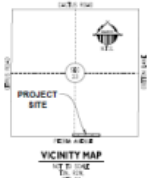


FS18-342 Cactus Road Phase 1 Final Plat

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 1

A portion of the south half of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



DEDICATION

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREIN FOLLOWING THE DAY OF DEDICATION OF TOLL AT PRASADA – PEORIA AVENUE – PHASE 1, AND LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED THAT ONE WAY OF DEDICATION SET FORTH THE LOCATION AND GIVE THE DIMENSIONS OF EACH STREET AND THAT EACH STREET SHALL BE KNOWN BY THE SAME NAME THAT IS GIVEN EACH RESPECTIVELY.

SAID OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA, DEPARTMENT OF THE AIR FORCE, EXCEPT AS HEREINAFTER SET FORTH, AND ASSIGNS THE RIGHT OF EXCLUSION AND EASEMENTS OVER AND ACROSS ALL THOSE AREAS DESIGNATED AS AVIGATION EASEMENT AREA AND ASSIGNS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF PUBLIC OF AIRCRAFT OVER THE AIRSPACE OF SUCH PROPERTY TOGETHER WITH THE UNRESTRICTED USE THEREOF, THERE SHALL BE NO OBSTRUCTIONS, EXCEPT FENCES, WALLS, BERMS AND LANDSCAPING, WHICH DO NOT EXCEED FOUR FEET IN HEIGHT, WITHIN THE AVIGATION EASEMENT AREA. THE RIGHT OF FLIGHT OF AIRCRAFT INCLUDES, BUT IS NOT LIMITED TO, NOISE, VIBRATION, FUMES, DUST, FUEL PARTICLE EMISSIONS 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 FIELDS.

ALL IMPROVEMENTS, FOR EXAMPLE AND FUTURE, CONSTRUCTED WITHIN THE AVIGATION EASEMENT AREA SHALL BE CONSTRUCTED TO THOSE HEIGHTS LIMITATIONS, THE DEVELOPER, OR ANY SUCCESSOR OF INTEREST, HEREBY DEDICATES TO THE CITY IF SURPRISE SHALL BE ELIGIBLE TO THE FEDERAL GOVERNMENT, TO GRANT TO THE CITY OF SURPRISE ANY EASEMENTS, SHOWN, SUCH EASEMENTS SHALL NOT OCCUR UNTIL AND UNTIL COUNCIL FOR THE CITY OF SURPRISE MAKES THE ASSURANCE OF SUBSEQUENT FUNDS, COMPLETION.

IN WITNESS WHEREOF OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED TO THE INSTRUMENT, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

_____ _____
DIRECTOR DATE

BASIS OF BEARING

GENERAL NOTES

1.
2.
3.
4.
5.

LEGAL DESCRIPTION

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

DEVELOPER

ENGINEER

SHEET INDEX

1 COVER SHEET
2 MAP OF DEDICATION PLAN SHEET

CITY OF SURPRISE ENGINEER APPROVAL

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 20__.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NON-RESIDENTIAL	70,312	1.614
GROSS AREA	70,312	1.614

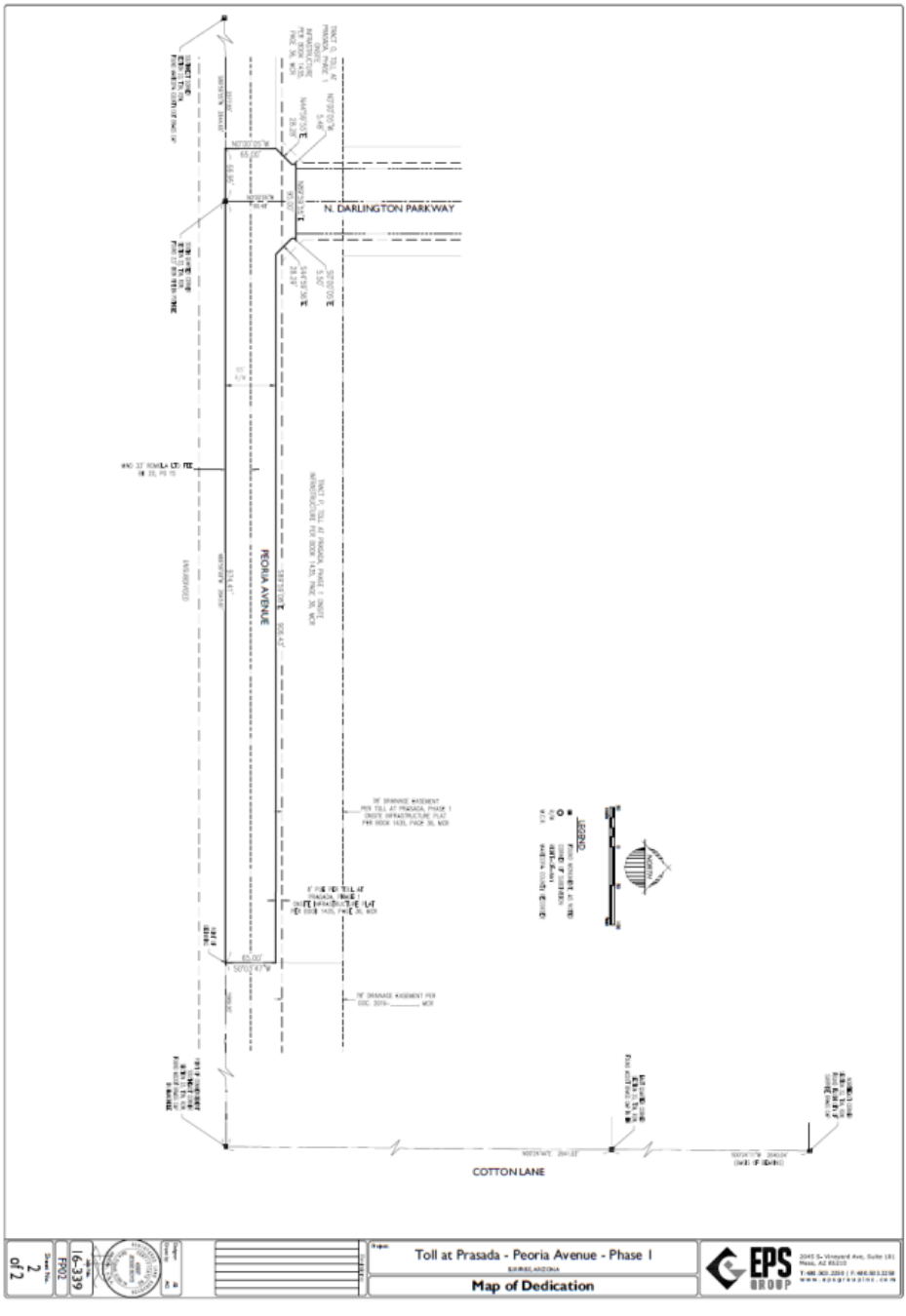
EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T 480.503.2250 F 480.503.2258
W WWW.EPSGROUP.BIZ

Project: Toll at Prasada - Peoria Avenue - Phase 1
Sheet Title: Map of Dedication

Designer: JG
Drawn by: MD

Job No. 16-339
FP01
Sheet No. 1 of 2

FS18-343 Peoria Avenue Phase 1 MOD

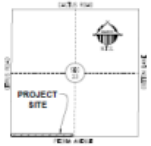


FS18-343 Peoria Avenue Phase 1 MOD

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 2

A portion of the Southwest Quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

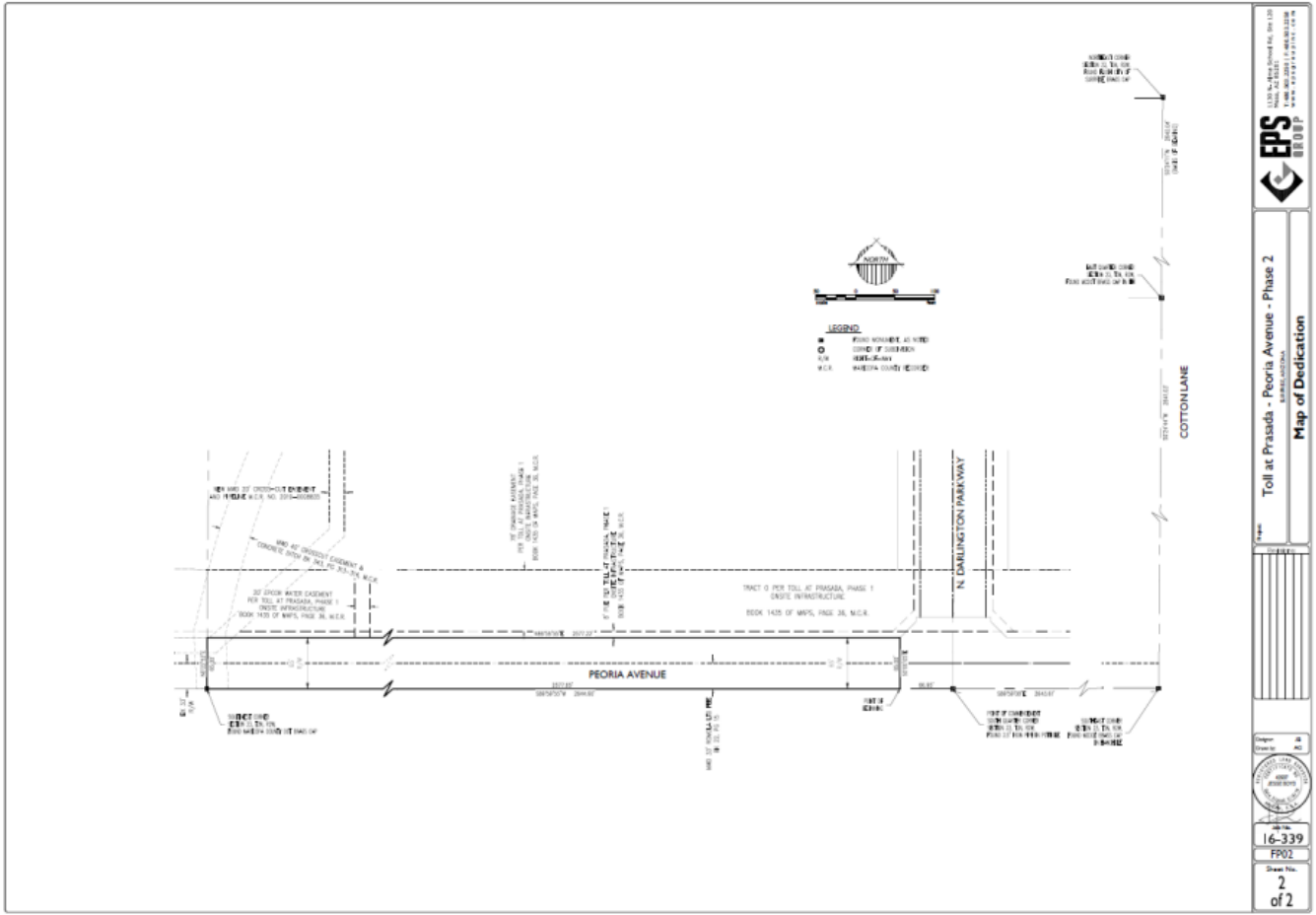


VICINITY MAP

DEDICATION

STATE OF ARIZONA)
) ss
County of Maricopa)

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, an Arizona limited liability company, as TRUSTEE UNDER TRUST NUMBER ____ OF TOLL PRASADA – PEORIA AVENUE – PHASE 2, 2022 RECORDED AS DOCKET ____ OF THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND BENEFICIARY UNDER THAT CERTAIN TRUST AGREEMENT DATED ____, 2022, AND KNOWN AS TRUST NUMBER ____



FS18-691 Peoria Avenue Phase 2 MOD

Final Plat

Toll at Prasada Phase 2 Master Plat

Portions of Sections 22 and 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER" HEREIN INCLUDING THE FINAL PLAT OF TOLL AT PRASADA PHASE 2 MASTER PLAT LOCATED IN A PORTION OF THE EAST HALF OF SECTION 22 AND A PORTION OF THE NORTHEAST OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENT AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER AND LETTER GIVEN TO EACH RESPECTIVELY ON THE PLAT AND THAT THE EASEMENTS ARE HEREBY DEDICATED.

SAID OWNER DEDICATES TO THE CITY OF SURPRISE FOR PUBLIC USE AS PUBLIC EASEMENTS AS SHOWN ON THE PLAT.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, FOR PUBLIC UTILITIES AND FACILITIES, THAT IS REQUIRED PURSUANT TO THE PROPERTY OWNERS AND ASSOCIATIONS FOR THE PURPOSE OF PROVIDING COMMON AND ASSOCIATION SERVICES AND ELEMENTS OVER THOSE AREAS SHOWN.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT OVER, UNDER, ACROSS AND ALONG ALL AREAS DESIGNATED ON THE PLAT AS DRAINAGE, FLOOD EASEMENTS AND WASHES, FOR THE PURPOSE OF ACCESSING, DETAINING, CONSTRUCTING, MAINTAINING, OPERATING AND CLEANING THE SAME AND ANCHORS.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC TRAILS ON EACH OF THE PLATS FOR THE PURPOSE OF ACCESSING, DETAINING, CONSTRUCTING, MAINTAINING, OPERATING AND CLEANING PUBLIC TRAILS.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, AND ACROSS THE AREAS DESIGNATED AS SLOPE EASEMENTS ON EACH OF THE PLATS FOR THE PURPOSE OF ACCESSING, DETAINING, CONSTRUCTING, MAINTAINING, OPERATING AND CLEANING PUBLIC TRAILS.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UNDER, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, DETAINING, CONSTRUCTING, MAINTAINING, OPERATING AND CLEANING PUBLIC UTILITIES.

SAID OWNER GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT OVER, UNDER, AND ACROSS THE AREAS DESIGNATED AS "SIGHT VISIBILITY EASEMENTS" ON EACH OF THE PLATS FOR THE PURPOSE OF ENSURING THAT THERE ARE NO OBSTRUCTIONS TO VISIBILITY.

SAID OWNER GRANTS TO THE CITY OF SURPRISE, ARIZONA, OWNERSHIP OF THE AIR RIGHTS ("AIRSPACE") AS DEFINED BY ARIZONA REVISED STATUTES ("A.R.S.") § 1-101, AND REFERENCED IN SECTION 2.1 OF THE DEVELOPMENT AGREEMENT FOR TOLL AT PRASADA, RECORDED AT DOCKET 16-0000000 IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ("DEVELOPMENT AGREEMENT"), AT AN ELEVATION OF 1,500 FEET ABOVE MEAN SEA LEVEL ("MSL") OR HIGHER, AS DEFINED IN THE DEVELOPMENT AGREEMENT, AND ALL AIRSPACE ABOVE SUCH ELEVATION, AS MAY BE REQUIRED FOR THE OPERATION OF AIRCRAFT TAKING OFF FROM OR LANDING AT THE AIRPORT, AS SHOWN ON THE PLAT. THE AIRSPACE SHALL BE SUBJECT TO AN AVIGATION EASEMENT AS DESCRIBED IN THE DEVELOPMENT AGREEMENT.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES SHOWN AND DEDICATED ON THIS PLAT, INCLUDED OR CONSTRUCTED IN CONFORMANCE WITH THE PUBLIC IMPROVEMENT PLANS THE DEVELOPER, OR ANY PARTY OR PARTIES, HEREBY AGREES TO PAY THE COST OF SUCH IMPROVEMENTS AND AGREES TO HOLD THE CITY OF SURPRISE HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, DAMAGES AND EXPENSES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE CITY OF SURPRISE'S ENFORCEMENT OF THE REQUIREMENTS OF THIS PARAGRAPH.

THE DEVELOPMENT SHALL HOLD THE CITY HARMLESS AND INDEMNIFY AND DEFEND ALL AND EACH OF THE FOREGOING AND ITS AGENTS, EMPLOYEES AND OFFICIALS, FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND SUITS BROUGHT BY REASON OF THE FACT OF AND RELATED TO SUCH DEDICATION.

THAT A DRAINAGE EASEMENT ARE NOT DEDICATED TO THE PUBLIC, BUT ARE RESERVED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION AND ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE EASEMENTS, CONDITIONS AND RESTRICTIONS SHOWN AND DESCRIBED FOR MAINTENANCE OF SAID TRACTS.

EXCEPT AS TO ANY AREAS ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY MARICOPA COUNTY, ARIZONA OR ANOTHER JURISDICTION, THE EASEMENTS DESIGNATED ON THIS PLAT AS PRIVATE DRAINAGE EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE DEVELOPER OF THE DEVELOPMENT, ITS SUCCESSORS AND ASSIGNS, AND TO THE OWNERS OF THE DEVELOPMENT, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS THEREFROM AND THEREON FOR THE PURPOSE OF DRAINAGE AND RETENTION OF WATER, AND FOR SUCH OTHER PURPOSES AS ARE APPROVED BY THE CITY OF SURPRISE, IN CONNECTION WITH THE DEVELOPMENT OF THE SUBDIVISION. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCES, WALLS, BUILDINGS OR LANDSCAPING OTHER THAN APPROVED GRASSES, SHALL BE PLACED IN DRAINAGE EASEMENTS, UNLESS APPROVED BY THE CITY OF SURPRISE. OWNER SHALL MAINTAIN DRAINAGE EASEMENTS ON THEIR LOTS IN A NEAT AND ATTRACTIVE MANNER, FREE OF TRASH, DEBRIS, TALL WEEDS AND OTHER OBJECTIONABLE OR UNSIGHTLY MATERIALS AND SHALL REMOVE SUCH MATERIALS WHEN NECESSARY, IN THE OPINION OF THE CITY OF SURPRISE, AFTER NOTICE TO OWNER.

EXCEPT AS TO ANY AREAS ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY MARICOPA COUNTY, ARIZONA OR ANOTHER JURISDICTION, THE TRACTS DESIGNATED ON THIS PLAT AS PRIVATE DRAINAGE TRACTS ARE HEREBY RESERVED FOR AND GRANTED TO THE DEVELOPER OF THE DEVELOPMENT, ITS SUCCESSORS AND ASSIGNS, AND TO THE OWNERS OF THE DEVELOPMENT, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS THEREFROM AND THEREON FOR THE PURPOSE OF DRAINAGE AND RETENTION OF WATER, AND FOR SUCH OTHER PURPOSES AS ARE APPROVED BY THE CITY OF SURPRISE, IN CONNECTION WITH THE DEVELOPMENT OF THE SUBDIVISION. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCES, WALLS, BUILDINGS OR LANDSCAPING OTHER THAN APPROVED GRASSES, SHALL BE PLACED IN DRAINAGE TRACTS, UNLESS APPROVED BY THE CITY OF SURPRISE. OWNER SHALL MAINTAIN DRAINAGE TRACTS ON THEIR LOTS IN A NEAT AND ATTRACTIVE MANNER, FREE OF TRASH, DEBRIS, TALL WEEDS AND OTHER OBJECTIONABLE OR UNSIGHTLY MATERIALS AND SHALL REMOVE SUCH MATERIALS WHEN NECESSARY, IN THE OPINION OF THE CITY OF SURPRISE, AFTER NOTICE TO OWNER.

AND WE DO HEREBY CONSENT TO THE ZONING AND DEVELOPMENT OF THE PROPERTY WITHIN THIS PLAT IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF SURPRISE AS APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, 20__.

IN WITNESS WHEREOF: SAID OWNER HAS CAUSED ITS CORPORATE NAME TO BE AFFIXED AND THIS INSTRUMENT TO BE EXECUTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20__.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ NAME: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

PUBLIC NOTICE

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

GENERAL NOTES

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

CERTIFICATION

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

VICINITY MAP

DEVELOPER

TOLL PRASADA LLC
[illegible]
[illegible]
TEL: [illegible]
CONTACT: [illegible]

ENGINEER

EPS GROUP, INC.
[illegible]
[illegible]
TEL: [illegible]
FAX: [illegible]
CONTACT: [illegible]

SHEET INDEX

1	COVER SHEET
2 – 7	PARCEL AND TRACT LABEL IDENTIFICATION
	FINAL PLAT (AS SHOWN)

HOMEOWNERS ASSOCIATION RATIFICATION

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT 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:

Toll at Prasada
Phase 2 Master Plat
Final Plat

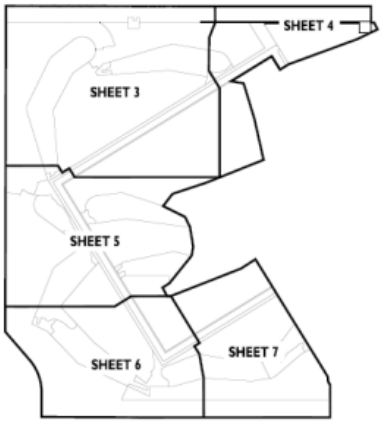
16-339
FP01
Sheet No. 1 of 7

16-339

FS19-061
Toll at Prasada
Phase 2 Master Plat

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE/OPEN SPACE	41,666.86	0.9565
TRACT B	LANDSCAPE/OPEN SPACE	7,913.08	0.1735
TRACT C	LANDSCAPE/OPEN SPACE	402,870.35	9.2467
TRACT D	LANDSCAPE/OPEN SPACE	8,508.47	0.2183
TRACT E	LANDSCAPE/OPEN SPACE	120,883.38	2.7755
TRACT F	LANDSCAPE/OPEN SPACE	25,977.08	0.5872
TRACT G	LANDSCAPE/OPEN SPACE	21,440.28	0.4922
TRACT H	LANDSCAPE/OPEN SPACE	91,579.43	2.0878
TRACT MILE 1	LANDSCAPE/OPEN SPACE	273,698.52	6.2833
TRACT MILE 2	LANDSCAPE/OPEN SPACE	152,196.42	3.4932
TRACT MILE 3	LANDSCAPE/OPEN SPACE	606,781.24	14.2388
TRACT MILE 4	LANDSCAPE/OPEN SPACE	434,301.06	10.0668
TRACT MILE 5	LANDSCAPE/OPEN SPACE	97,283.56	2.2038
TRACT MILE 6	LANDSCAPE/OPEN SPACE	388,011.47	8.9815
TRACT MILE 7	LANDSCAPE/OPEN SPACE	211,561.48	4.6027
TRACT MILE 8	LANDSCAPE/OPEN SPACE	388,449.43	8.8716
TRACT MILE 9	LANDSCAPE/OPEN SPACE	211,663.5	5.0873
TRACT K	LANDSCAPE/OPEN SPACE	18,178.05	0.4173
TRACT J	LANDSCAPE/OPEN SPACE	9,081.72	0.2284
TRACT I	LANDSCAPE/OPEN SPACE	15,580.97	0.3593
TRACT L	LANDSCAPE/OPEN SPACE	134,494.25	3.0880
TRACT A	LANDSCAPE/OPEN SPACE	146,885.77	3.3722
TRACT S	LANDSCAPE/OPEN SPACE	13,990.88	0.3211
TRACT P01	PRIVATE STREET (WIDTH VARIES) & PUBLIC EASEMENT (WIDTH VARIES) EASEMENT	672,812.85	15.4686
TRACT P02	PRIVATE STREET (WIDTH VARIES) & PUBLIC EASEMENT (WIDTH VARIES) EASEMENT	800.31	0.0184

PARCEL AREA TABLE		
PARCEL	AREA (SF)	AREA (AC)
PARCEL 1	668,783.85	15.3531
PARCEL A	590,000.00	13.5399
PARCEL J	466,868.13	10.7170
PARCEL K	565,582.83	12.9830
PARCEL L	1,802,812.21	41.3804
PARCEL M	1,170,267.84	26.8703
PARCEL N	1,500,000.83	34.4394
PARCEL P	2,150,132.29	49.3688
PARCEL TRACT P01 (SEE TRACT TABLE)	85,000.00	1.9514
PARCEL TRACT P02 (SEE TRACT TABLE)	32,500.00	0.7461
PARCEL Q	730,423.80	16.7672
PARCEL R	1,801,170.83	24.4755
PARCEL S	445,758.52	10.2319



LEGAL DESCRIPTION

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND TYPE II TAG AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHENCE A FOUND 3" BRASS CAP AT THE CENTER QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, 2644.65 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, 1616.80 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 28.28 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 5.48 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 6.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 60.52 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 29.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2575.73 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 37 SECONDS WEST, 1295.62 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 18 SECONDS EAST, 30.04 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY, 157.22 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 43 SECONDS;

THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST, 100.00 FEET;

THENCE NORTH 0 DEGREES 15 MINUTES 35 SECONDS EAST, 977.67 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 1612.15 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 150.00 FEET;

THENCE NORTH 0 DEGREES 59 MINUTES 46 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST, 13.28 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 425.04 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, 139.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 21 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 225.00 FEET;

THENCE SOUTHEASTERLY, 41.06 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10 DEGREES 27 MINUTES 30 SECONDS;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 203.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY, 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 100.00 FEET;

THENCE NORTH 21 DEGREES 52 MINUTES 32 SECONDS EAST, 220.47 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 195.29 FEET;

THENCE NORTH 0 DEGREES 59 MINUTES 13 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 1826.60 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 1400.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 43.00 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 34 SECONDS EAST, 95.49 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 203.57 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 364.65 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 140.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 208.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 633.78 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 193.53 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 331.41 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, 331.33 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 329.76 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 452.06 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 00 SECONDS WEST, 205.71 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 307.31 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS EAST, 762.06 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 33 SECONDS EAST, 383.06 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 41 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, 471.83 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 54 SECONDS WEST, 108.56 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS WEST, 126.00 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS EAST, 52.00 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, 388.42 FEET;

THENCE SOUTH 89 DEGREES 20 MINUTES 00 SECONDS EAST, 220.56 FEET;

THENCE SOUTH 0 DEGREES 36 MINUTES 36 SECONDS EAST, 430.01 FEET;

THENCE SOUTH 0 DEGREES 36 MINUTES 36 SECONDS EAST, 1436.88 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 425.00 FEET;

THENCE SOUTHEASTERLY, 28.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3 DEGREES 46 MINUTES 25 SECONDS TO A POINT OF TANGENCY CONCAVE OF A CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHEASTERLY, 39.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22 DEGREES 40 MINUTES 33 SECONDS TO A POINT OF TANGENCY CONCAVE OF A CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHEASTERLY, 28.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3 DEGREES 46 MINUTES 25 SECONDS;

THENCE SOUTH 0 DEGREES 00 MINUTES 05 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

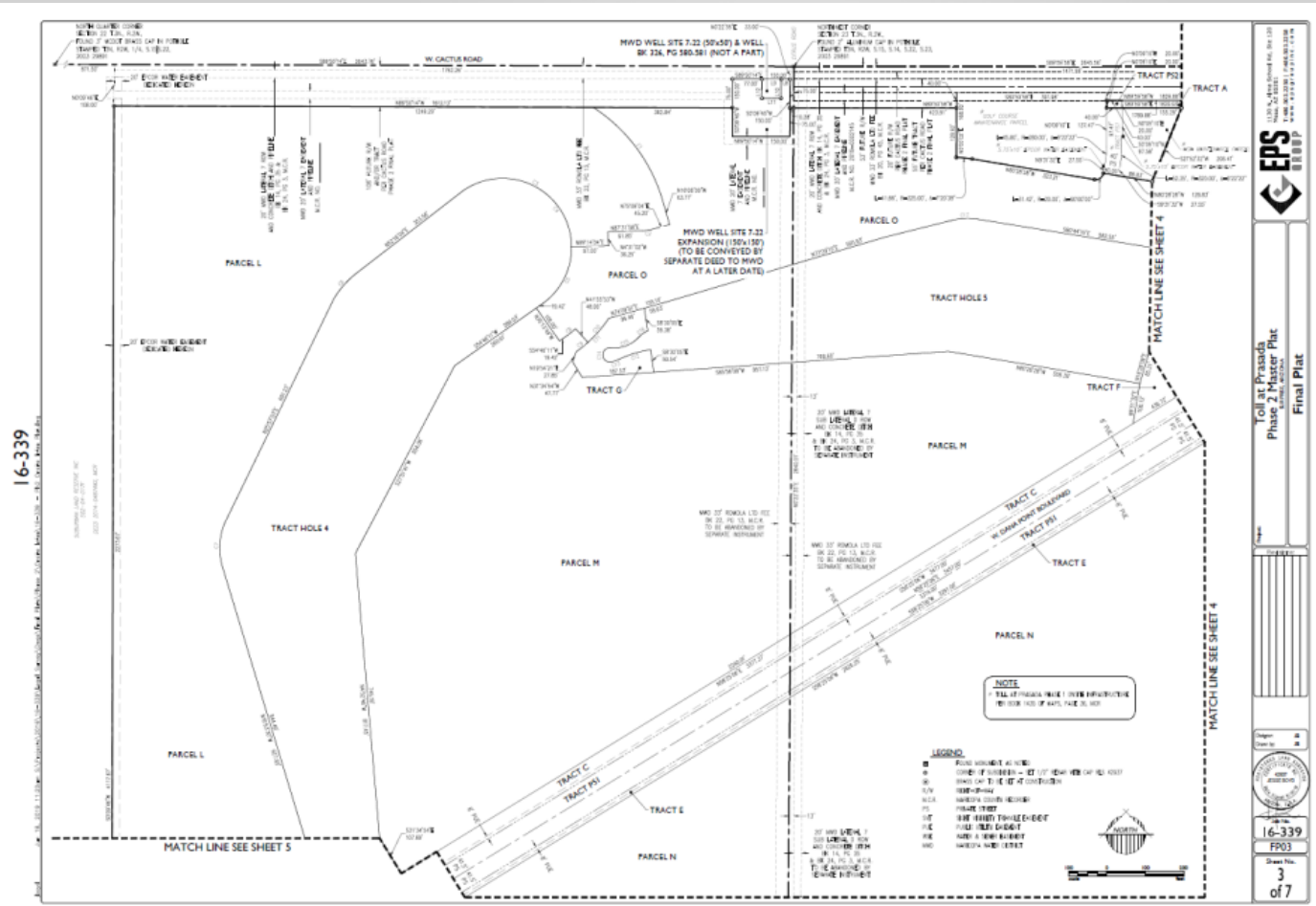
EPS GROUP

Toll at Prasada
Phase 2 Master Plat
Final Plat

16-339
FP02
Sheet No.
2
of 7

16-339

FS19-061
Toll at Prasada
Phase 2 Master Plat



FS19-061
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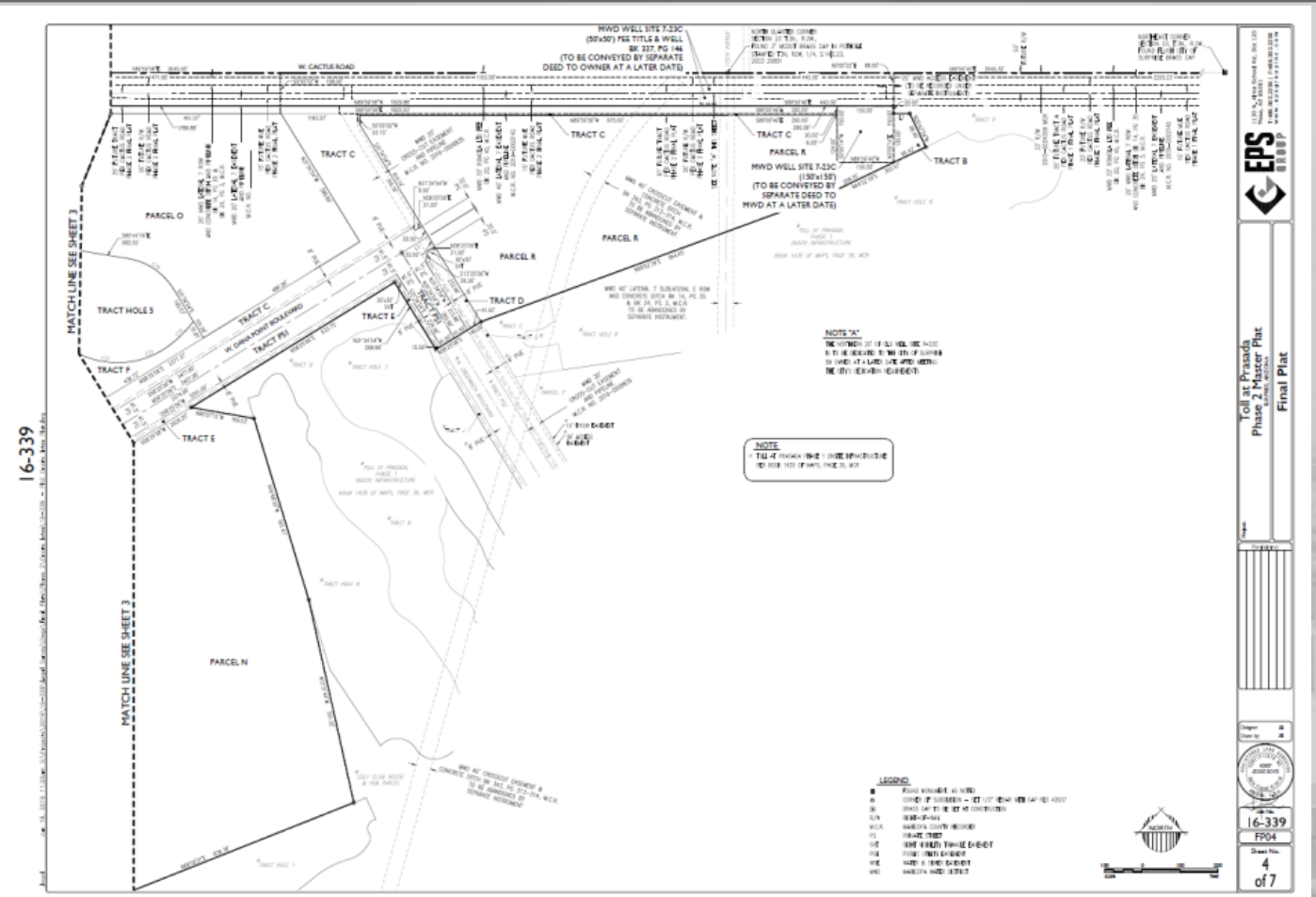
Phase 2 Master Plat



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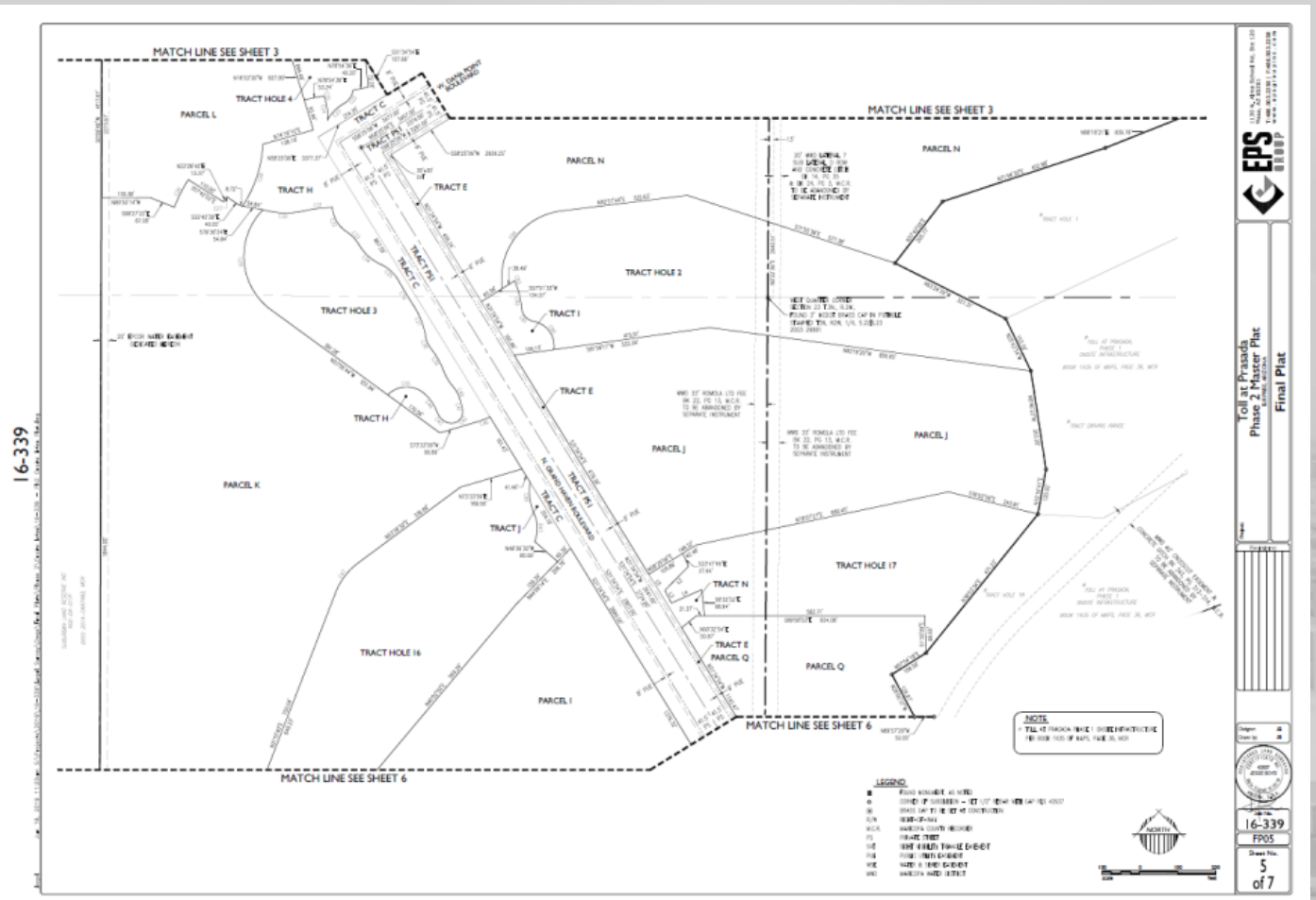
Toll at Prasada
Phase 2 Master Plat



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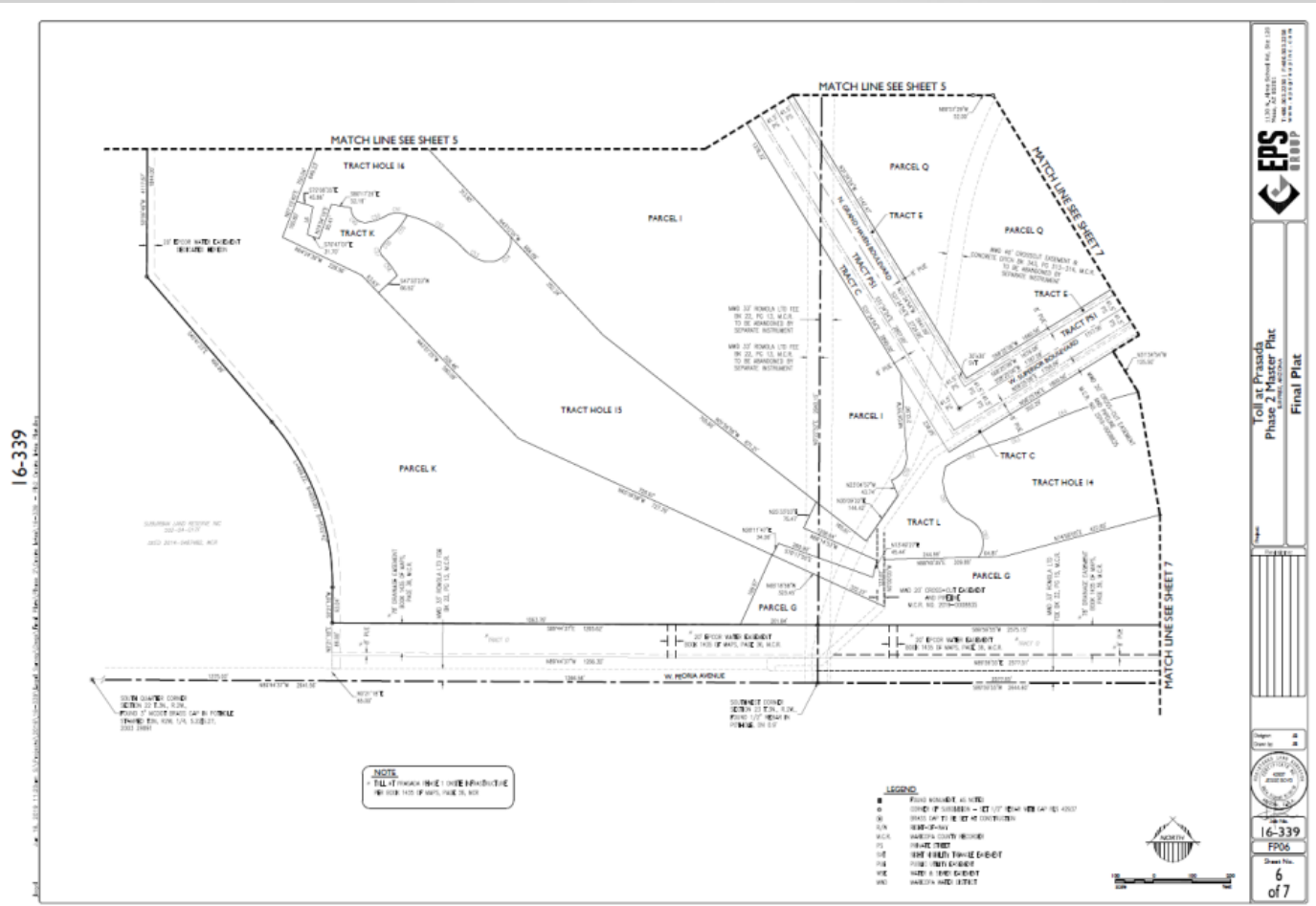
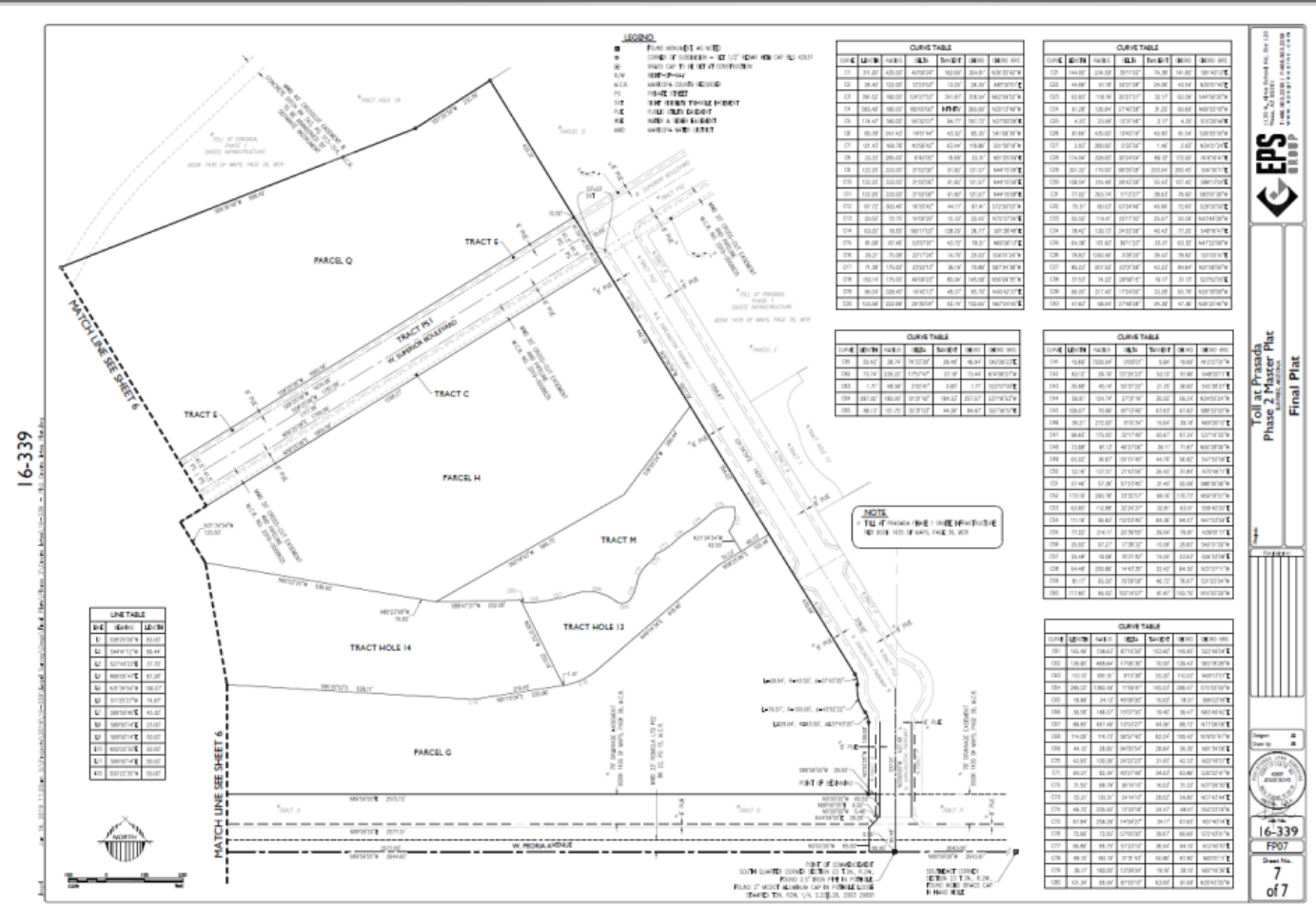
Toll at Prasada
Phase 2 Master Plat



FS19-061
Toll at Prasada
Phase 2 Master Plat

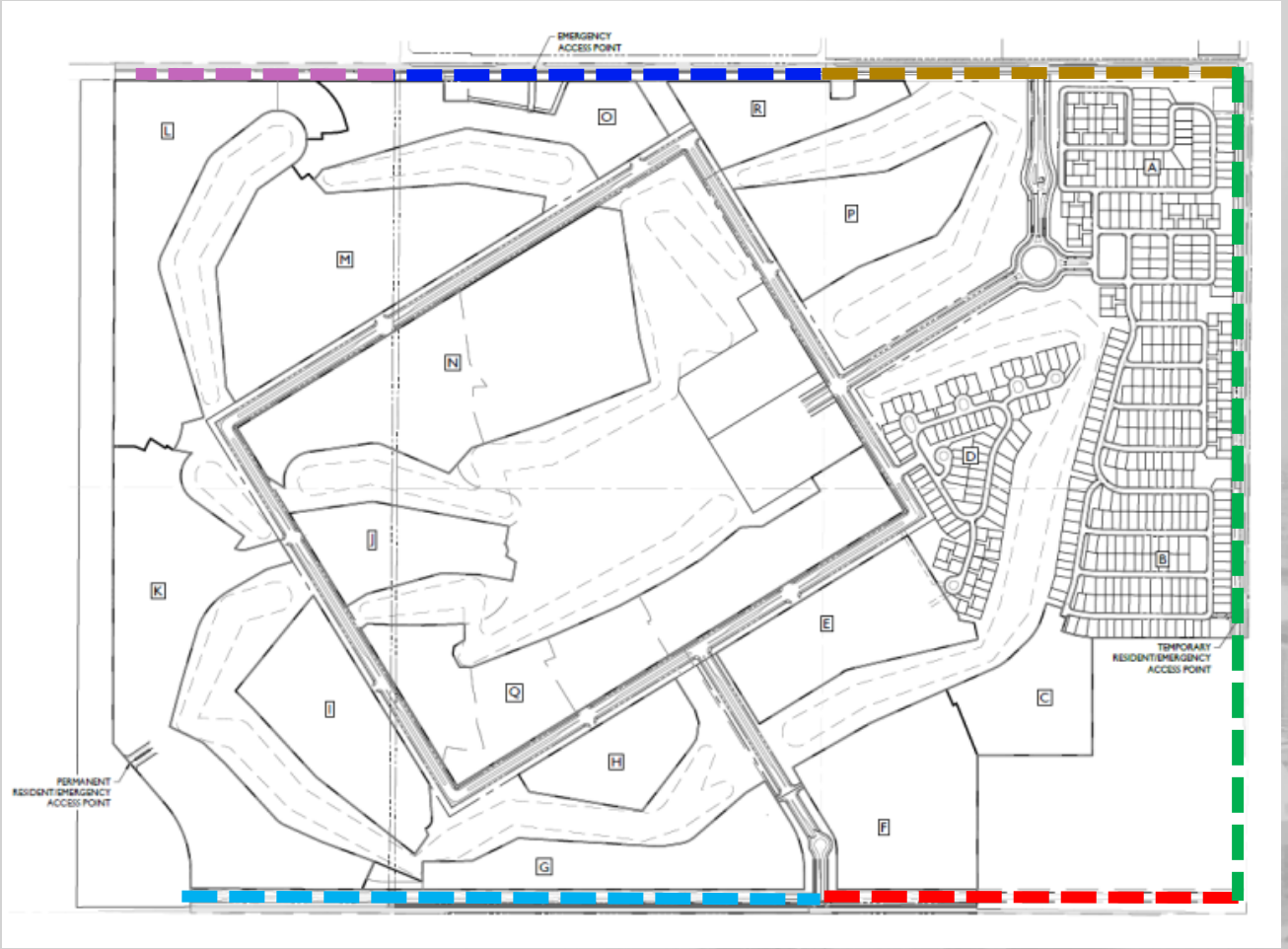


FS19-061
Toll at Prasada
Phase 2 Master Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You


EMERGENCY ACCESS POINT
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TEMPORARY RESIDENT/EMERGENCY ACCESS POINT
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PERMANENT RESIDENT/EMERGENCY ACCESS POINT
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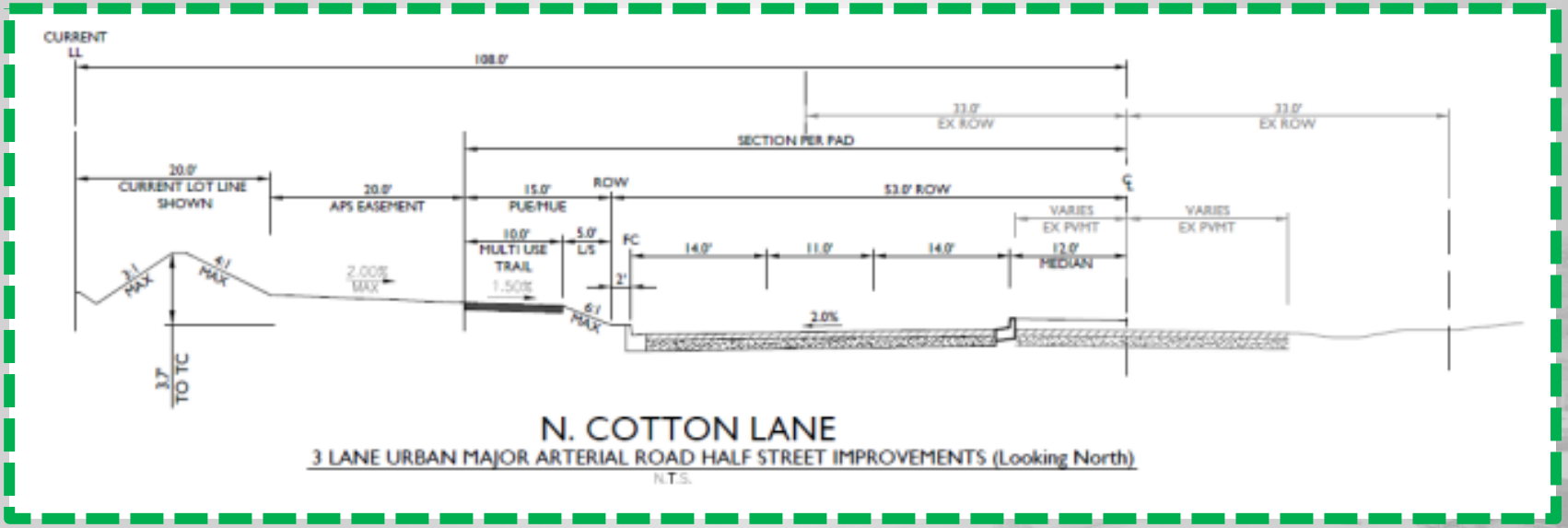
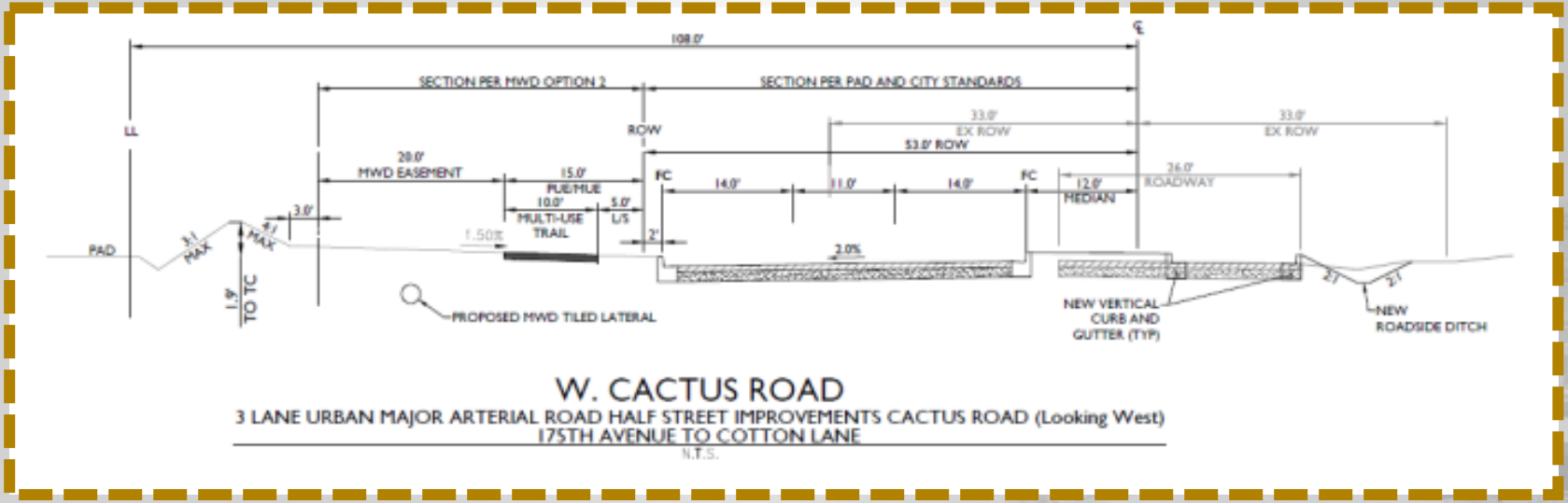


N. COTTON LANE

3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking North)

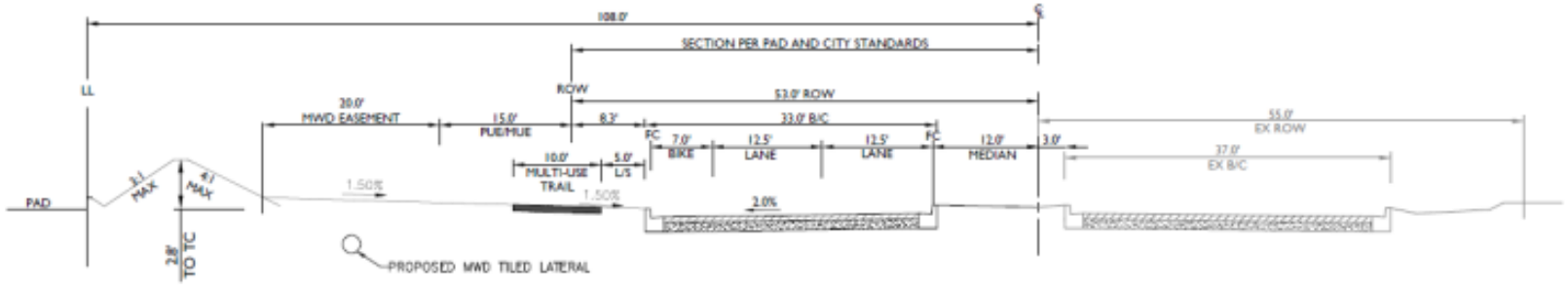
N.T.S.



W. CACTUS ROAD

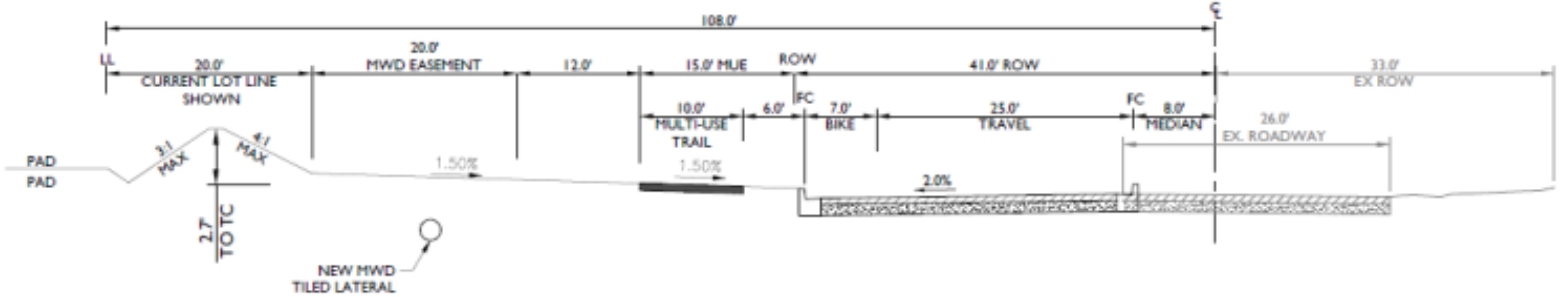
3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
175TH AVENUE TO COTTON LANE

N.T.S.



W. CACTUS ROAD

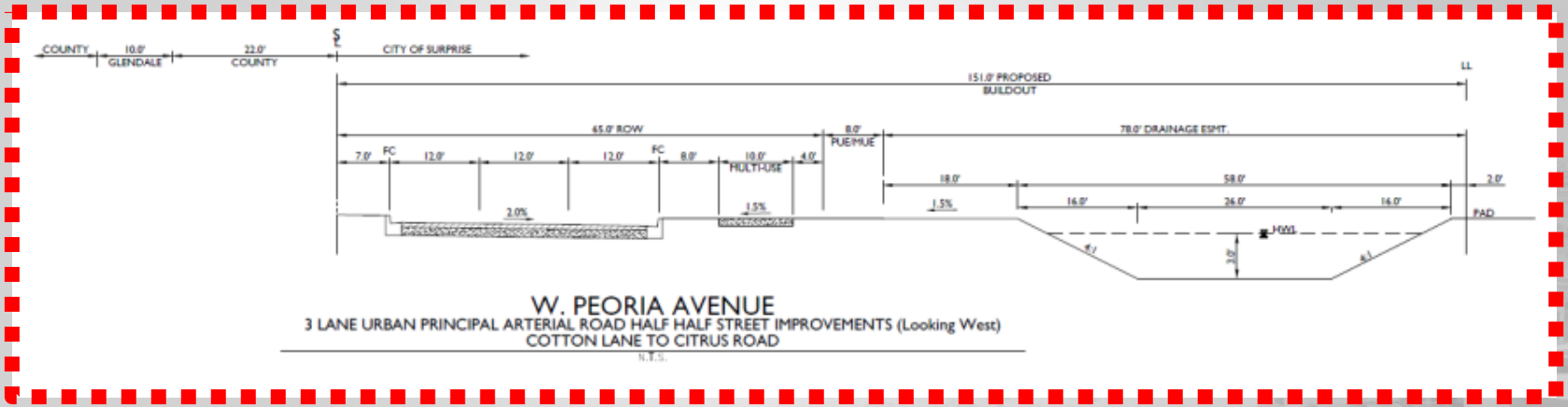
2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
MODIFIED TO HAVE A 12' MEDIAN
CITRUS ROAD TO 175TH AVENUE (SARAH ANN RANCH LIMITS)
N.T.S.



W. CACTUS ROAD

2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking West)
WEST OF CITRUS ROAD (MINOR ARTERIAL ROAD PER APPROVED PRASADA PAD)

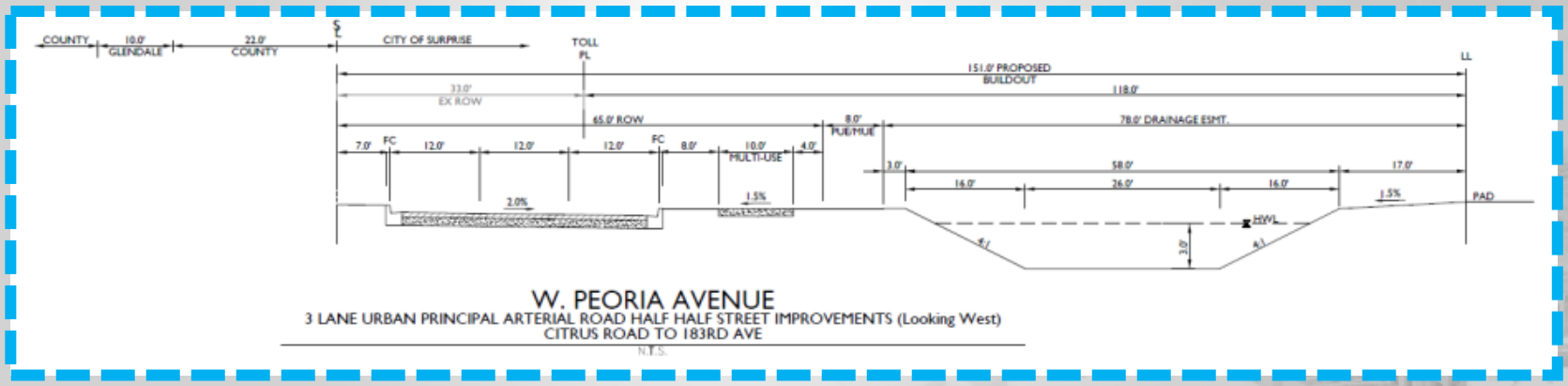
N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
COTTON LANE TO CITRUS ROAD

N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
CITRUS ROAD TO 183RD AVE

N.T.S.

SURPRISE
ARIZONA

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

Date: **December 27, 2018**

To: **Finance**

From: **Lari Beth Kirkendall, Real Property Manager**

Re: **FS18-691 Final Plat Toll at Prasada PH 2 Peoria Avenue Right of Way Valuation**

The Value of the Right of Way associated with the Toll at Prasada Phase 2 Peoria Avenue Final Plat FS18-691 is $837,665.00.
The area being dedicated as right-of-way is 167,533 square feet. The value of the land is $5.00/sq foot.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada Phase 2 Master Plat" dated June 18, 2019, a property generally located on Peoria Avenue west of Cotton Lane.

Motion:
I move to approve the Final Plat entitled "Toll at Prasada Phase 2 Master Plat" dated June 18, 2019.

Background:
The subject request involves a Master Plat for Phase 2 of the Toll at Prasada project. The purpose of this Master Plat is to create various Tracts and Parcels, which will accommodate the proposed golf course and future development parcels as well as internal circulation. Individual home sites are not included with this plat; however, the individual Parcels created by this Master Plat will be re-platted in the future following approval of a future Preliminary Plat, which has yet to be submitted for review.

Objective Analysis:
The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

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

Financial Impact:
The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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

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

ATTACHMENTS:

1. 00 FS19-061 Toll at Prasada Phase 2 Master Plat 08-06-19 CC Staff Report
2. 01 FS18-342, FS18-343, FS18-691, FS19-061 Toll at Prasada Joint Vicinity Map
3. 03 FS19-061 Toll at Prasada Phase 2 Master Plat
4. 02 FS19-061 Toll at Prasada Phase 2 Master Plat Case Map
5. 04 FS18-342, FS18-343, FS18- 691, FS19-061 Toll at Prasada 08-06-19 CC Combined Presentation

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SURPRISE
ARIZONA

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-061**
Project Name:	Toll at Prasada Phase 2 Master Plat
Council District:	3 - Mesquite
City Council Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Master Plat for Toll at Prasada Phase 2 within the Prasada PAD
Site Location:	Generally west of Cotton Lane between Cactus Road and Peoria Avenue
Site Size:	383 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed Master Plat is consistent with the Prasada PAD.
- The proposed Master Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed Master Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approval of the requested Master Plat will allow the developer to obtain civil permits and continue construction of the on-site infrastructure associated with Toll at Prasada Phase 2.

Denial of the requested Master Plat will deny the applicant the opportunity to continue construction associated with Toll at Prasada Phase 2 in the manner proposed.

Project Description:

The subject request involves a Master Plat for Phase 2 of the Toll at Prasada project. The purpose of this Master Plat is to create various Tracts and Parcels, which will accommodate the proposed golf course and future development parcels as well as internal circulation. Individual home sites are not included with this plat; however, the individual Parcels created by this Master Plat will be re-platted in the future following approval of a future Preliminary Plat, which has yet to be submitted for review.

Three (3) additional cases are being presented under separate cover this date. These include:

- FS18-342 – Phase 1 Cactus Road Final Plat
- FS18-343 – Phase 1 Peoria Avenue Map of Dedication
- FS18-691 – Phase 2 Peoria Avenue Map of Dedication

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

July 5, 2018: The applicant filed a request for the Cactus Road Phase 1 Final Plat under case FS18-342.

July 5, 2018: The applicant filed a request for a Map of Dedication for Peoria Avenue Phase 1 under case FS18-343.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

December 18, 2018: The applicant filed a request for the Phase 2 Peoria Avenue Map of Dedication under case FS18-691.

December 20, 2018: Staff met with the developer to discuss revised Preliminary Plats and related Final Plats for Parcels C, E, F, and P during a regularly scheduled Concept Review meeting under CR18-665.

January 15, 2019: The City Council approved the Toll at Prasada Phase 1 Infrastructure Plat under case FS18-290.

January 18, 2019: The applicant filed a request for the Phase 2 Master Plat under case FS19-061.

February 14, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit P under case FS19-110.

March 4, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit E under case FS19-145.

March 5, 2019: The Council approved Final Plats for Units A, B, and D, under cases FS18-260, FS17-700, and FS18-289, respectively.

March 25, 2019: The applicant submitted a request for a Preliminary Plat for Units C and P under case FS19-184.

Reviewing Agencies:

City of Surprise (COS): The request was routed to the standard reviewing agencies who have reviewed the proposal. All issues or concerns regarding this proposal have been addressed by the applicant.

Maricopa Water District (MWD): MWD notes the project will have a significant impact on MWD facilities in the area. The applicant has entered into a Development Agreement with MWD to address those issues.

Flood Control District of Maricopa County (FCDMC): FCDMC indicated the site is located within a floodplain and that either a Floodplain Use Permit or CLOMR/LOMR is required.

Arizona Department of Transportation (ADOT): ADOT indicated no objections to the request.

Luke Air Force Base (LAFB): LAFB indicated no objections to the request.

Discussion:

The Maricopa Water District (MWD) required the applicant to enter into a Development Agreement with MWD and to establish a number of new easements intended to replace certain existing easements that currently encumber the property and interfere with the development plans for the site. The applicant addressed this issue with MWD and entered into a Development Agreement with the District.

Summary:

The proposed Master Plat is one of several case activities related to the Toll at Prasada development. City Council approval of the subject Master Plat will allow the applicant to obtain the civil construction permits necessary to continue construction of the on-site infrastructure associated with this Master Plat. The proposed Master Plat is consistent with the Prasada PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Master Plat.

Findings:

- The proposed Master Plat is consistent with the Prasada PAD.
- The proposed Master Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394.
- The proposed Master Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

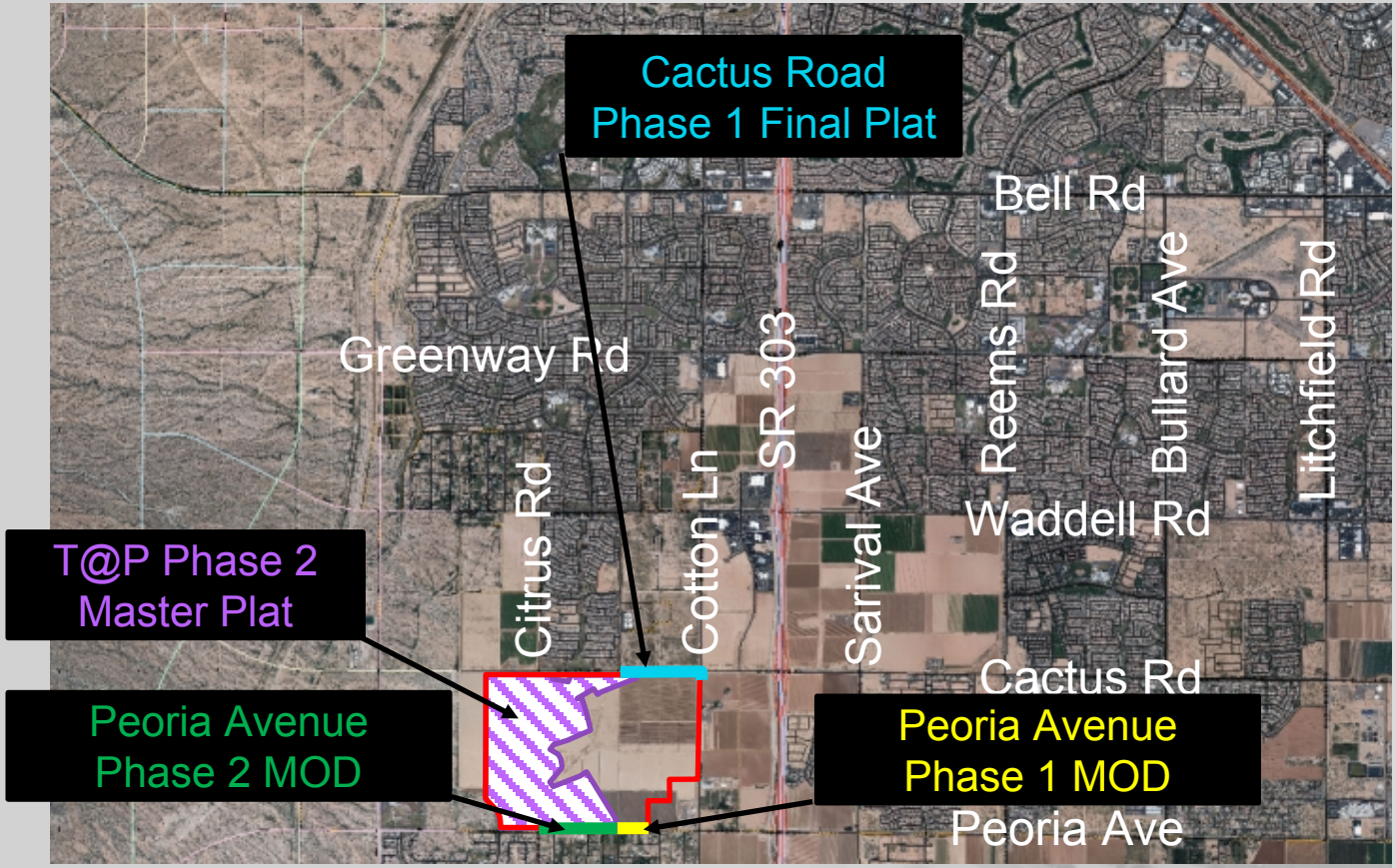
Alternative Actions:

Approval of the requested Master Plat will allow the developer to obtain civil permits and continue construction of the on-site infrastructure associated with Toll at Prasada Phase 2.

Denial of the requested Master Plat will deny the applicant the opportunity to continue construction associated with Toll at Prasada Phase 2 in the manner proposed.

Attachments:

01 Joint Vicinity Map
02 Case Map
03 Master Plat



FS18-342, FS18-343, FS18-691, FS19-061 Combined Vicinity Map

Final Plat
Toll at Prasada Phase 2 Master Plat

Portions of Sections 22 and 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISHES THIS FINAL PLAT OF TOLL AT PRASADA, PHASE 2 ONSITE INFRASTRUCTURE, BEING LOCATED IN A PORTION OF THE EAST HALF OF SECTION 22 AND A PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH 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.

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

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

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

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

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

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

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

TRACTS A THROUGH N, INCLUSIVE, ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. HOA IS RESPONSIBLE FOR MAINTENANCE OF SAID TRACTS.

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

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

MWD WELL SITE 7-23C IS OWNED BY MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD"). MWD WILL CONVEY THE WELLSITE TO OWNER UPON COMPLETION OF A SATISFACTORY REPLACEMENT WELL. SUCH WELLSITE SHALL BE DEEMED TO BE DEDICATED TO THE CITY OF SURPRISE UPON SUCH CONVEYANCE.

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 _____, 2019.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION1 DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

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

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

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

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-701007.0000 — CERTIFICATE NUMBER
11/14/2018 — DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST PER GDACS 661-18 MCR.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
PARCELS	11,875,763.62	272.6300
TRACTS (EXCLUDING TRACT PS1 & PS2)	4,130,477.54	94.8227
PRIVATE STREETS (TRACT PS1 & PS2)	674,612.61	15.4870
NEW RIGHT-OF-WAY	0.00	0.0000
GROSS AREA	16,680,853.76	382.9397

GENERAL NOTES

1. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
2. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L AND NO. 04013C1655L, 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.
4. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
5. 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.
6. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
7. 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.
8. 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.
9. ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17-587 OR AS SUBSEQUENTLY AMENDED.
10. THE FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS17-394.
11. ANY UTILITIES CROSSING MWD EASEMENTS MUST OBTAIN AN IGA APPROVAL FROM MWD PRIOR TO INSTALLATION.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2019, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCUMENT NO. 2019-0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 8767 E VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ 85258, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2019.

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

ATTEST:

BY: _____ CHRISTINE CAIN

BY: _____ GLEN VORTHERMS

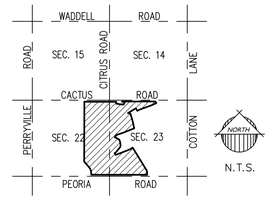
ITS: PROPERTY & CONTRACTS MANAGER

ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____



VICINITY MAP

DEVELOPER

TOLL PRASADA LLC
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: RICH HOPPE, P.E.

SHEET INDEX

1 COVER SHEET
2 PARCEL AND TRACT TABLES, LEGAL DESCRIPTION
3 – 7 FINAL PLAT PLAN SHEETS

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA, PHASE 2 ONSITE INFRASTRUCTURE" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, TOLL AT PRASADA COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF_____, 2019.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, JESSE BOYD, 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 JANUARY, 2019; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JESSE BOYD, RLS 42937
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: JANUARY 9, 2019, REVISED JUNE 18, 2019

1130 N. Alma School Rd, Ste 120
Mesa, Az 85201
T:480.503.2250 I F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 6/18/19
ARIZONA, U.S.A.

Job No.
16-339

FP01

Sheet No.
1
of 7

16-339 Ph2 Onsite Infra Plat.dwg
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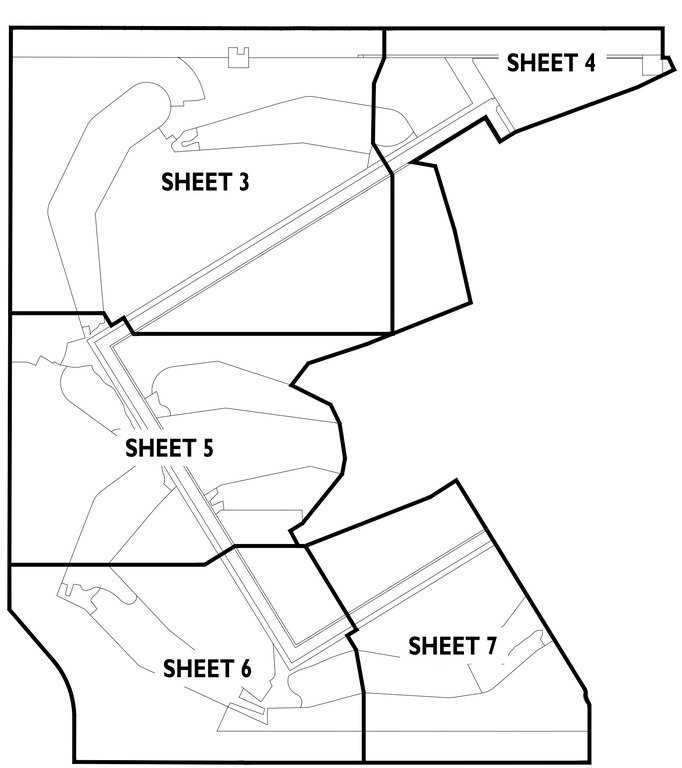
TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE/OPEN SPACE	41,599.86	0.9550
TRACT B	LANDSCAPE/OPEN SPACE	7,513.06	0.1725
TRACT C	LANDSCAPE/OPEN SPACE	402,915.20	9.2497
TRACT D	LANDSCAPE/OPEN SPACE	9,509.47	0.2183
TRACT E	LANDSCAPE/OPEN SPACE	120,683.39	2.7705
TRACT F	LANDSCAPE/OPEN SPACE	25,577.09	0.5872
TRACT G	LANDSCAPE/OPEN SPACE	21,440.28	0.4922
TRACT H	LANDSCAPE/OPEN SPACE	91,379.43	2.0978
TRACT HOLE 2	LANDSCAPE/GOLF	373,409.53	8.5723
TRACT HOLE 3	LANDSCAPE/GOLF	152,166.42	3.4933
TRACT HOLE 4	LANDSCAPE/GOLF	626,791.24	14.3891
TRACT HOLE 5	LANDSCAPE/GOLF	459,301.56	10.5441
TRACT HOLE 13	LANDSCAPE/GOLF	87,283.39	2.0038
TRACT HOLE 14	LANDSCAPE/GOLF	386,011.47	8.8616
TRACT HOLE 15	LANDSCAPE/GOLF	371,901.48	8.5377
TRACT HOLE 16	LANDSCAPE/GOLF	386,445.43	8.8716
TRACT HOLE 17	LANDSCAPE/GOLF	221,603.51	5.0873
TRACT I	LANDSCAPE/OPEN SPACE	18,179.05	0.4173
TRACT J	LANDSCAPE/OPEN SPACE	8,901.70	0.2044
TRACT K	LANDSCAPE/OPEN SPACE	35,582.97	0.8169
TRACT L	LANDSCAPE/OPEN SPACE	124,494.20	2.8580
TRACT M	LANDSCAPE/OPEN SPACE	146,895.17	3.3722
TRACT N	LANDSCAPE/OPEN SPACE	10,892.66	0.2501
TRACT PS1	PRIVATE STREET/WATER & SEWER EASEMENT/ACCESS EASEMENT	673,812.60	15.4686
TRACT PS2	PRIVATE STREET/WATER & SEWER EASEMENT/ACCESS EASEMENT	800.01	0.0184

PARCEL AREA TABLE		
PARCEL	AREA (SF)	AREA (AC)
PARCEL G	806,783.85	18.5212
PARCEL H	590,500.08	13.5560
PARCEL I	869,698.13	19.9655
PARCEL J	583,582.80	13.3972
PARCEL K	1,802,813.51	41.3869
PARCEL L	1,270,207.66	29.1600
PARCEL M	1,500,005.83	34.4354
PARCEL N	2,159,132.34	49.5669
PARCEL NEW MWD WELL SITE 7-22 MODIFIED	20,000.03	0.4591
PARCEL NEW MWD WELL SITE 7-23C	22,500.00	0.5165
PARCEL O	738,423.90	16.9519
PARCEL Q	1,063,376.88	24.4118
PARCEL R	448,738.52	10.3016



KEY MAP
N.T.S.

LEGAL DESCRIPTION

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 66.95 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 65.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 28.28 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 5.48 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 6.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 60.52 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 28.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2575.15 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 37 SECONDS WEST, 1265.62 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 18 SECONDS EAST, 93.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET;

THENCE NORTHWESTERLY 469.22 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41 DEGREES 02 MINUTES 42 SECONDS;

THENCE NORTH 40 DEGREES 41 MINUTES 23 SECONDS WEST, 499.99 FEET;

THENCE NORTH 0 DEGREES 09 MINUTES 46 SECONDS EAST, 4117.67 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, 1612.13 FEET;

THENCE SOUTH 0 DEGREES 09 MINUTES 46 SECONDS WEST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, 150.00 FEET;

THENCE NORTH 0 DEGREES 09 MINUTES 46 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST, 10.28 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, 423.91 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 02 SECONDS WEST, 128.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 2 DEGREES 10 MINUTES 54 SECONDS WEST A DISTANCE OF 325.00 FEET;

THENCE SOUTHEASTERLY 41.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7 DEGREES 20 MINUTES 38 SECONDS;

THENCE SOUTH 80 DEGREES 28 MINUTES 28 SECONDS EAST, 323.21 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 80 DEGREES 28 MINUTES 28 SECONDS EAST, 128.83 FEET;

THENCE NORTH 21 DEGREES 52 MINUTES 32 SECONDS EAST, 206.41 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, 195.29 FEET;

THENCE NORTH 0 DEGREES 09 MINUTES 13 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, 1829.88 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 440.09 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 43.30 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 54 SECONDS EAST, 98.49 FEET;

THENCE SOUTH 64 DEGREES 22 MINUTES 39 SECONDS WEST, 303.57 FEET;

THENCE SOUTH 69 DEGREES 52 MINUTES 39 SECONDS WEST, 964.65 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 140.00 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 208.96 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 633.75 FEET;

THENCE SOUTH 80 DEGREES 07 MINUTES 15 SECONDS EAST, 169.53 FEET;

THENCE SOUTH 16 DEGREES 48 MINUTES 00 SECONDS EAST, 501.47 FEET;

THENCE SOUTH 12 DEGREES 31 MINUTES 44 SECONDS EAST, 551.32 FEET;

THENCE SOUTH 68 DEGREES 18 MINUTES 21 SECONDS WEST, 839.76 FEET;

THENCE SOUTH 71 DEGREES 46 MINUTES 30 SECONDS WEST, 452.98 FEET;

THENCE SOUTH 37 DEGREES 42 MINUTES 00 SECONDS WEST, 205.77 FEET;

THENCE SOUTH 63 DEGREES 24 MINUTES 39 SECONDS EAST, 327.31 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 54 SECONDS EAST, 153.35 FEET;

THENCE SOUTH 8 DEGREES 46 MINUTES 23 SECONDS EAST, 263.28 FEET;

THENCE SOUTH 10 DEGREES 16 MINUTES 41 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 38 DEGREES 53 MINUTES 34 SECONDS WEST, 471.23 FEET;

THENCE SOUTH 57 DEGREES 54 MINUTES 18 SECONDS WEST, 106.56 FEET;

THENCE SOUTH 28 DEGREES 00 MINUTES 37 SECONDS EAST, 126.97 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 29 SECONDS EAST, 52.00 FEET;

THENCE NORTH 68 DEGREES 36 MINUTES 49 SECONDS EAST, 998.42 FEET;

THENCE NORTH 57 DEGREES 20 MINUTES 30 SECONDS EAST, 232.56 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 420.31 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 1406.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 43.50 FEET;

THENCE SOUTHEASTERLY 28.64 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37 DEGREES 43 MINUTES 35 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHEASTERLY 76.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 22 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 43.50 FEET;

THENCE SOUTHEASTERLY 28.64 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37 DEGREES 43 MINUTES 35 SECONDS;

THENCE SOUTH 0 DEGREES 00 MINUTES 05 SECONDS EAST, 188.68 FEET TO THE POINT OF BEGINNING.

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, Az 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Project:

Final Plat

Revisions:

Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 6/18/19
ARIZONA, U.S.A.

Job No.
16-339

FP02

Sheet No.
2
of 7

16-339

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NORTH QUARTER CORNER
SECTION 22 T.3N., R.2W.,
FOUND 3" MCDOT BRASS CAP IN POTHOLE
STAMPED T3N, R2W, 1/4, S.15|S.22,
2003 29891

NORTHWEST CORNER
SECTION 23 T.3N., R.2W.,
FOUND 2" ALUMINUM CAP IN POTHOLE
STAMPED T3N, R2W, S.15, S.14, S.22, S.23,
2003 29891

MWD WELL SITE 7-22 (50'x50') & WELL
BK 326, PG 580-581 (NOT A PART)

MWD WELL SITE 7-22
EXPANSION (150'x150')
(TO BE CONVEYED BY
SEPARATE DEED TO MWD
AT A LATER DATE)

W. CACTUS ROAD

CITRUS ROAD

TRACT PS2

TRACT A

TRACT HOLE 5

TRACT HOLE 4

TRACT G

TRACT F

TRACT C

TRACT PS1

TRACT E

W. DANA POINT BOULEVARD

PARCEL L

PARCEL O

PARCEL M

PARCEL N

20' EPCOR WATER EASEMENT
DEDICATED HEREON

20' MWD LATERAL 7 ROW
AND CONCRETE DITCH AND PIPELINE
BK 14, PG 35 &
BK 24, PG 3, M.C.R.

MWD 20' LATERAL 7 EASEMENT
AND PIPELINE
M.C.R. NO. _____

108' FUTURE R/W
AND/OR TRACT
PER CACTUS ROAD
PHASE 2 FINAL PLAT

MWD 33' ROMOLA LTD FEE
BK 22, PG 13, M.C.R.

MWD 20' LATERAL
7 EASEMENT
AND PIPELINE
M.C.R. NO. _____

20' MWD LATERAL 7 ROW
AND CONCRETE DITCH
BK 14, PG 35
& BK 24, PG 3, M.C.R.

MWD 20' LATERAL 7 EASEMENT
AND PIPELINE
M.C.R. NO. 2019-0002145

53' FUTURE R/W

MWD 33' ROMOLA LTD FEE
BK 20, PG 45, M.C.R.

20' FUTURE R/W
PER CACTUS ROAD
PHASE 2 FINAL PLAT

55' FUTURE TRACT
PER CACTUS ROAD
PHASE 2 FINAL PLAT

20' MWD LATERAL 7
SUB LATERAL D ROW
AND CONCRETE DITCH
BK 14, PG 35
& BK 24, PG 3, M.C.R.
TO BE ABANDONED BY
SEPARATE INSTRUMENT

MWD 33' ROMOLA LTD FEE
BK 22, PG 13, M.C.R.
TO BE ABANDONED BY
SEPARATE INSTRUMENT

MWD 33' ROMOLA LTD FEE
BK 22, PG 13, M.C.R.
TO BE ABANDONED BY
SEPARATE INSTRUMENT

20' MWD LATERAL 7
SUB LATERAL D ROW
AND CONCRETE DITCH
BK 14, PG 35
& BK 24, PG 3, M.C.R.
TO BE ABANDONED BY
SEPARATE INSTRUMENT

*GOLF COURSE MAINTENANCE PARCEL

*HOA MAINTENANCE PARCEL

*5.75'x10' EPCOR WATER EASEMENT

*5.75'x10' EPCOR WATER EASEMENT

SUBURBAN LAND RESERVE INC
502-04-017F
DEED 2014-0487482, MCR

S89°50'14"E 2643.76'
871.50'
1762.26'
N0°09'46"E 108.00'
N89°50'14"W 1612.13'
1249.29'
362.84'
N0°22'35"E 33.00'
S89°50'14"E 150.00'
77.00'
75.00'
150.00'
L9 L8 L12 L10 L11
S0°09'46"W 150.00'
N89°50'14"W 150.00'
75.00'
10.28'
75.00'
40.00'
S89°59'58"E 2645.56'
1471.98'
N0°09'10"E 20.00'
N0°09'10"E 20.00'
S89°59'58"E 391.98'
N89°59'58"W 1829.88'
S89°59'58"E 1829.93'
1789.88'
155.29'
40.00'
N0°09'10"E 137.47'
N0°09'10"E 20.00'
40.00'
S0°09'10"W 97.58'
97.47' TRACT PS1
40' PS
40.00'
88.83'
N89°59'58"W 423.91'
128.92'
N0°00'02"E 168.92'
L=45.80', R=280.00', Δ=9°22'22"
N9°31'32"E 27.55'
N80°28'28"W 323.21'
L=41.66', R=325.00', Δ=7°20'38"
L=31.42', R=20.00', Δ=90°00'00"
L=52.35', R=320.00', Δ=9°22'22"
N80°28'28"W 128.83'
S9°31'32"W 27.55'
N52°16'04"E 353.58'
N75°08'04"E 45.20'
N16°06'00"W 63.77'
N87°31'58"E 91.85'
N89°14'04"E 97.00'
N4°31'02"W 36.25'
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17
N25°57'03"E 651.23'
S27°51'41"W 564.06'
S54°46'11"W 280.03'
260.61'
19.42'
N41°55'53"W 48.00'
N31°13'49"W 105.00'
S54°46'11"W 19.42'
N19°54'21"E 27.85'
N31°34'54"W 47.77'
N74°09'51"E 96.46'
155.10'
58.63'
S8°30'05"E 59.38'
S8°30'05"E 59.54'
187.53'
S85°56'08"W 957.13'
N73°29'10"E 595.93'
S80°44'16"E 582.55'
769.60'
N80°28'28"W 506.39'
N16°28'08"E 85.31'
N9°31'32"E 106.12'
436.72'
2273.67'
S0°09'46"W 4117.67'
844.49'
N16°53'30"W 927.95'
745.18'
N4°52'46"W 817.45'
S31°34'54"E 107.69'
2640.51'
N0°22'35"E
2240.01'
N58°25'06"E 3577.37'
S58°25'06"W 2626.25'
S58°25'06"W 3477.00'
N58°25'06"E 3457.00'
3374.00'
S58°25'06"W 3291.00'
13'
8' PUE
41.5' PS

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 4

NOTE
* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE PER BOOK 1435 OF MAPS, PAGE 36, MCR

LEGEND

⊡	FOUND MONUMENT, AS NOTED
●	CORNER OF SUBDIVISION – SET 1/2" REBAR WITH CAP RLS 42937
⊙	BRASS CAP TO BE SET AT CONSTRUCTION
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
PS	PRIVATE STREET
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WSE	WATER & SEWER EASEMENT
MWD	MARICOPA WATER DISTRICT

NORTH

100 0 100 200
scale feet

16-339 Ph2 Onsite Infra Plat.dwg
Jun 18, 2019 11:20am S:\Projects\2016\16-339\Legal Survey\Dwgs\Final Plats\Phase 2\Onsite Infra\16-339 - Ph2 Onsite Infra Plat.dwg
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Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

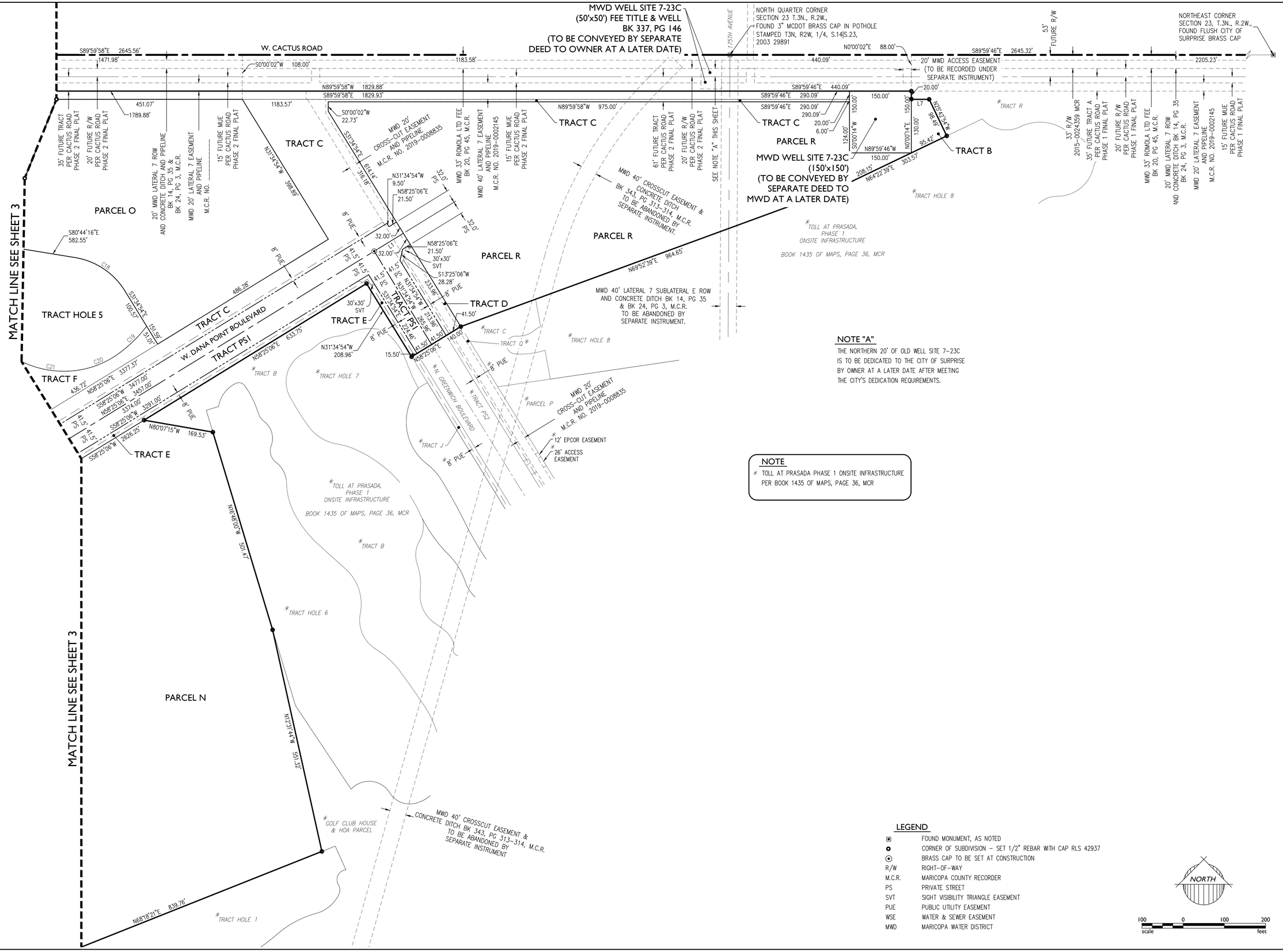
Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR
CERTIFICATE NO
42937
JESSE BOYD
Date Signed 6/18/19
ARIZONA, U.S.A.

Job No.
16-339

FP03

Sheet No.
3
of 7



16-339

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Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 6/18/19
ARIZONA, U.S.A.

Job No.
16-339

FP04

Sheet No.
4
of 7

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

PARCEL L

PARCEL K

PARCEL N

PARCEL N

PARCEL J

PARCEL J

PARCEL Q

PARCEL Q

PARCEL I

TRACT HOLE 4

TRACT HOLE 3

TRACT HOLE 2

TRACT HOLE 16

TRACT HOLE 17

TRACT H

TRACT H

TRACT J

TRACT I

TRACT E

TRACT E

TRACT E

TRACT N

TRACT C

TRACT C

TRACT C

TRACT PS1

TRACT PS1

TRACT PS1

W. DANA POINT BOULEVARD

N. GRAND HAVEN BOULEVARD

S31°34'54"E 107.69'

N78°54'36"E 40.20'

N16°53'30"W 927.95'

N78°54'36"E 53.24'

844.49'

728.26'

853.46'

214.35'

N74°19'10"E 138.19'

N58°25'06"E 3377.37'

S58°25'06"W 3477.00'

S58°25'06"W 3457.00'

S58°25'06"W 3374.00'

S58°25'06"W 3391.00'

S58°25'06"W 2626.25'

41.5' PS

8' PUE

30'x30' SVT

S0°09'46"W 4117.67'

2273.67'

1844.00'

N33°28'40"E 13.37'

110.00'

S57°42'02"E 8.72'

130.38'

N89°50'14"W

S68°27'22"E 67.08'

54.84'

S55°40'39"E 40.00'

S79°36'24"E 54.84'

N37°34'54"W 456.24'

N37°34'54"W 165.86'

65.58'

38.49'

S57°51'33"W 104.07'

106.13'

S81°58'17"W 522.04'

415.91'

N82°57'44"E 335.63'

S71°55'38"E 577.38'

N0°22'35"E 2640.51'

13'

20' MWD LATERAL 7 SUB LATERAL D ROW AND CONCRETE DITCH BK 14, PG 35 & BK 24, PG 3, M.C.R. TO BE ABANDONED BY SEPARATE INSTRUMENT

WEST QUARTER CORNER SECTION 23 T.3N., R.2W., FOUND 3" MCDOT BRASS CAP IN POTHOLE STAMPED T3N, R2W, 1/4, S.22|S.23 2003 29891

N68°18'21"E 839.76'

N71°46'30"E 452.98'

N37°42'00"E 205.77'

N63°24'39"W 321.31'

N25°52'54"W 153.35'

N82°19'20"W 856.65'

N8°46'23"W 765.38'

*TRACT HOLE 1

*TOLL AT PRASADA, PHASE 1 ONSITE INFRASTRUCTURE

BOOK 1435 OF MAPS, PAGE 36, MCR

*TRACT DRIVING RANGE

N1°16'41"E 120.00'

S76°02'58"E 243.81'

N78°07'27"E 680.45'

N28°53'54"E 671.23'

*TRACT HOLE 18

*TOLL AT PRASADA, PHASE 1 ONSITE INFRASTRUCTURE

BOOK 1435 OF MAPS, PAGE 36, MCR

MWD 40' CROSSCUT EASEMENT & CONCRETE DITCH BK 343, PG 313-314 TO BE ABANDONED BY SEPARATE INSTRUMENT M.C.R.

MWD 33' ROMOLA LTD FEE BK 22, PG 13, M.C.R. TO BE ABANDONED BY SEPARATE INSTRUMENT

MWD 33' ROMOLA LTD FEE BK 22, PG 13, M.C.R. TO BE ABANDONED BY SEPARATE INSTRUMENT

20' EPCOR WATER EASEMENT DEDICATED HEREON

391.28'

N53°55'44"W 551.84'

170.56'

S73°33'59"W 99.89'

161.43'

N73°33'59"E 169.56'

41.46'

N53°28'30"E 336.66'

1844.00'

SUBURBAN LAND RESERVE INC 502-04-017F

DEED 2014-0487482, MCR

N48°36'30"W 80.59'

204.19'

49.38'

159.39'

N44°09'14"E 208.78'

S71°34'54"E 679.36'

S71°34'54"E 2724.00'

S71°34'54"E 2807.00'

S71°34'54"E 2690.00'

N37°34'54"W 1464.00'

N37°34'54"W 1142.67'

8' PUE

1376.32'

N21°10'40"E 750.04'

649.23'

N40°02'50"E 569.29'

S89°58'53"E 604.08'

582.71'

N50°32'54"E 50.97'

21.37'

S6°32'52"E 68.94'

S23°47'49"E 37.64'

148.32'

42.46'

N55°25'06"E 105.86'

L2 L3 L4 L5

N89°57'29"W 52.00'

MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 6

NOTE

* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE PER BOOK 1435 OF MAPS, PAGE 36, MCR

LEGEND

⊡	FOUND MONUMENT, AS NOTED
●	CORNER OF SUBDIVISION – SET 1/2" REBAR WITH CAP RLS 42937
⊙	BRASS CAP TO BE SET AT CONSTRUCTION
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
PS	PRIVATE STREET
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WSE	WATER & SEWER EASEMENT
MWD	MARICOPA WATER DISTRICT

NORTH

100 0 100 200

scale feet

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w w w . e p s g r o u p i n c . c o m

Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 6/18/19
ARIZONA, U.S.A.

Job No.
16-339

FP05

Sheet No.
5
of 7

16-339

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MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 7

TRACT HOLE 16

TRACT K

PARCEL I

PARCEL Q

TRACT E

TRACT PS1

TRACT C

N. GRAND HAVEN BOULEVARD

W. SUPERIOR BOULEVARD

TRACT HOLE 15

PARCEL K

TRACT HOLE 14

TRACT L

PARCEL G

TRACT O

W. PEORIA AVENUE

SUBURBAN LAND RESERVE INC
502-04-017F
DEED 2014-0487482, MCR

20' EPCOR WATER EASEMENT
DEDICATED HEREON

MWD 33' ROMOLA LTD FEE
BK 22, PG 13, M.C.R.
TO BE ABANDONED BY
SEPARATE INSTRUMENT

MWD 40' CROSSCUT EASEMENT &
CONCRETE DITCH BK 343, PG 313-314, M.C.R.
TO BE ABANDONED BY
SEPARATE INSTRUMENT

MWD 20' CROSS-CUT EASEMENT
AND PIPELINE
M.C.R. NO. 2019-0008835

78' DRAINAGE EASEMENT
BOOK 1435 OF MAPS,
PAGE 36, M.C.R.

20' EPCOR WATER EASEMENT
BOOK 1435 OF MAPS, PAGE 36, M.C.R.

SOUTH QUARTER CORNER
SECTION 22 T.3N., R.2W.,
FOUND 3" MCDOT BRASS CAP IN POTHOLE
STAMPED T3N, R2W, 1/4, S.22|S.27,
2003 29891

SOUTHWEST CORNER
SECTION 23 T.3N., R.2W.,
FOUND 1/2" REBAR IN
POTHOLE, DN 0.9'

NOTE

* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE PER BOOK 1435 OF MAPS, PAGE 36, MCR

LEGEND

▣	FOUND MONUMENT, AS NOTED
●	CORNER OF SUBDIVISION – SET 1/2" REBAR WITH CAP RLS 42937
⊙	BRASS CAP TO BE SET AT CONSTRUCTION
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
PS	PRIVATE STREET
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WSE	WATER & SEWER EASEMENT
MWD	MARICOPA WATER DISTRICT

NORTH

100 0 100 200
scale feet

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www.epsgroupinc.com

Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42937
JESSE BOYD
Date Signed 6/18/19
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16-339

FP06

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6
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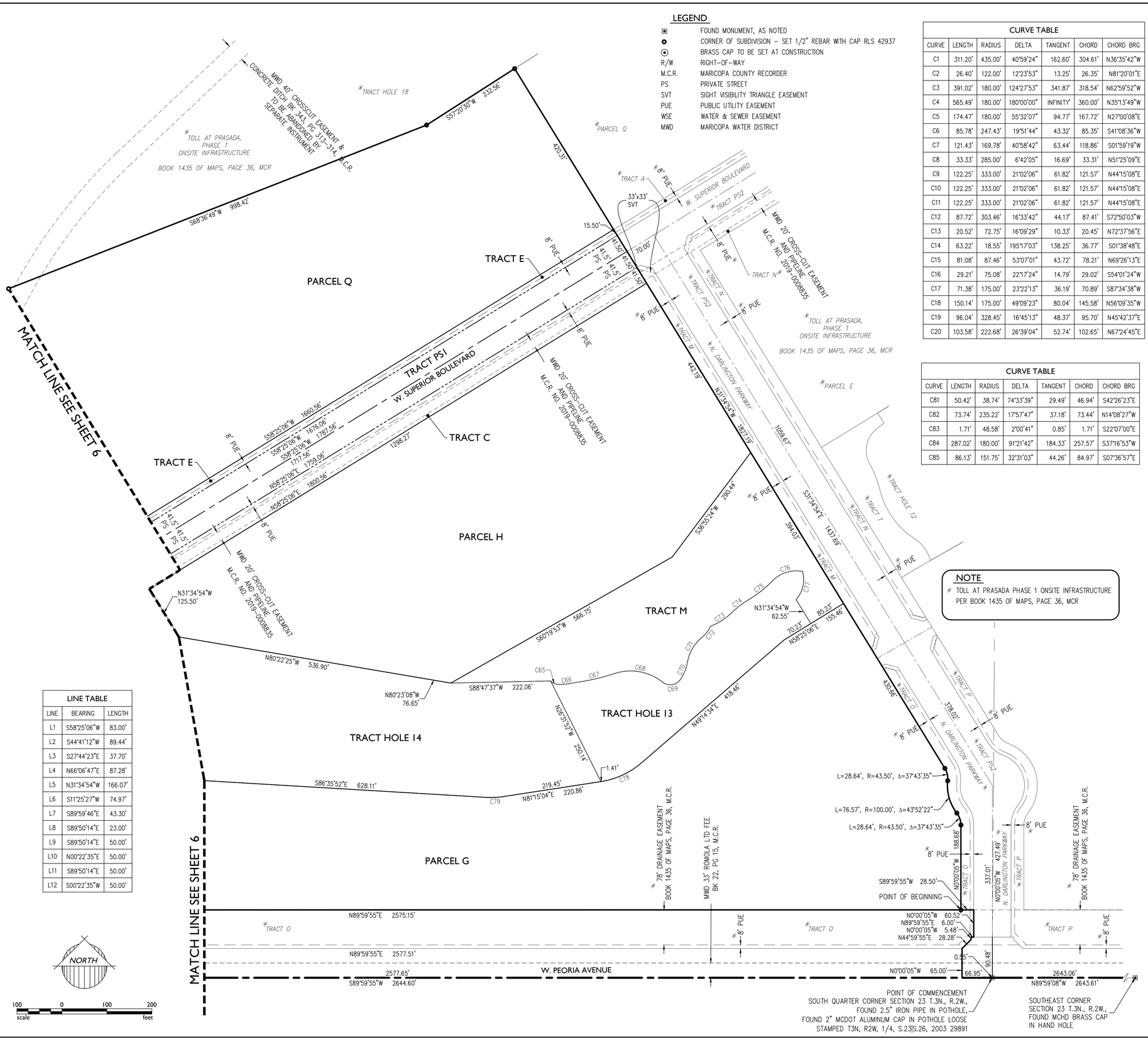


NOTE

* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE PER BOOK 1435 OF MAPS, PAGE 36, MCR

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	311.20'	435.00'	40°59'24"	162.60'	304.61'	N36°35'42"W
C2	26.40'	122.00'	12°23'53"	13.25'	26.35'	N81°20'01"E
C3	391.02'	180.00'	124°27'53"	341.87'	318.54'	N62°59'52"W
C4	565.49'	180.00'	180°00'00"	INFINITY'	360.00'	N35°13'49"W
C5	174.47'	180.00'	55°32'07"	94.77'	167.72'	N27°00'08"E
C6	85.78'	247.43'	19°51'44"	43.32'	85.35'	S41°08'36"W
C7	121.43'	169.78'	40°58'42"	63.44'	118.86'	S01°59'19"W
C8	33.33'	285.00'	6°42'05"	16.69'	33.31'	N51°25'09"E
C9	122.25'	333.00'	21°02'06"	61.82'	121.57'	N44°15'08"E
C10	122.25'	333.00'	21°02'06"	61.82'	121.57'	N44°15'08"E
C11	122.25'	333.00'	21°02'06"	61.82'	121.57'	N44°15'08"E
C12	87.72'	303.46'	16°33'42"	44.17'	87.41'	S72°50'03"W
C13	20.52'	72.75'	16°09'29"	10.33'	20.45'	N72°37'56"E
C14	63.22'	18.55'	195°17'03"	138.25'	36.77'	S01°38'48"E
C15	81.08'	87.46'	53°07'01"	43.72'	78.21'	N69°26'13"E
C16	29.21'	75.08'	22°17'24"	14.79'	29.02'	S54°01'24"W
C17	71.38'	175.00'	23°22'13"	36.19'	70.89'	S87°34'38"W
C18	150.14'	175.00'	49°09'23"	80.04'	145.58'	N56°09'35"W
C19	96.04'	328.45'	16°45'13"	48.37'	95.70'	N45°42'37"E
C20	103.58'	222.68'	26°39'04"	52.74'	102.65'	N67°24'45"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C21	144.05'	234.59'	35°11'02"	74.38'	141.80'	S81°40'12"E
C22	44.98'	51.18'	50°21'08"	24.06'	43.54'	N35°01'40"E
C23	62.83'	118.19'	30°27'27"	32.17'	62.09'	S44°58'30"W
C24	61.28'	126.84'	27°40'58"	31.25'	60.69'	N06°55'18"W
C25	4.33'	23.58'	10°31'56"	2.17'	4.33'	S15°29'48"E
C26	81.66'	435.00'	10°45'19"	40.95'	81.54'	S26°55'18"W
C27	2.93'	280.00'	0°35'56"	1.46'	2.93'	N34°21'24"E
C28	174.04'	328.00'	30°24'04"	89.12'	172.00'	N18°16'41"E
C29	301.32'	175.00'	98°39'08"	203.64'	265.45'	S04°36'11"E
C30	108.54'	216.49'	28°43'28"	55.43'	107.40'	S88°13'04"E
C31	77.02'	393.74'	11°12'27"	38.63'	76.90'	S83°01'26"W
C32	75.31'	80.53'	53°34'46"	40.66'	72.60'	S29°35'50"E
C33	50.50'	114.41'	25°17'30"	25.67'	50.09'	N43°44'28"W
C34	78.42'	130.73'	34°22'06"	40.43'	77.25'	S48°16'47"E
C35	64.38'	101.93'	36°11'23"	33.31'	63.32'	N47°22'08"W
C36	78.83'	1240.46'	3°38'29"	39.43'	78.82'	S31°05'41"E
C37	85.23'	207.52'	23°31'58"	43.23'	84.64'	N21°08'56"W
C38	37.53'	74.22'	28°58'15"	19.17'	37.13'	S23°52'05"E
C39	66.05'	217.45'	17°24'09"	33.28'	65.79'	N29°39'08"W
C40	47.83'	98.54'	27°48'28"	24.39'	47.36'	N26°25'46"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C81	50.42'	38.74'	74°33'39"	29.49'	46.94'	S42°26'23"E
C82	73.74'	235.22'	17°57'47"	37.18'	73.44'	N14°08'27"W
C83	1.71'	48.58'	2°00'41"	0.85'	1.71'	S22°07'00"E
C84	287.02'	180.00'	91°21'42"	184.33'	257.57'	S37°16'53"W
C85	86.13'	151.75'	32°31'03"	44.26'	84.97'	S07°36'57"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C41	19.69'	7500.04'	0°09'01"	9.84'	19.69'	N12°27'01"W
C42	63.12'	29.79'	121°25'23"	53.10'	51.96'	N48°20'11"E
C43	39.88'	45.14'	50°37'22"	21.35'	38.60'	S45°38'27"E
C44	59.91'	124.74'	27°31'16"	30.55'	59.34'	N34°05'24"W
C45	108.07'	70.99'	87°13'49"	67.63'	97.93'	S88°32'03"W
C46	39.21'	272.00'	8°15'34"	19.64'	39.18'	N69°26'12"E
C47	98.65'	175.00'	32°17'49"	50.67'	97.34'	S37°19'35"W
C48	73.88'	91.13'	46°27'06"	39.11'	71.87'	N00°38'56"W
C49	65.02'	36.87'	101°01'45"	44.76'	56.92'	S47°50'58"E
C50	52.16'	137.51'	21°43'56"	26.40'	51.84'	N70°46'11"E
C51	57.46'	57.36'	57°23'45"	31.40'	55.08'	S88°36'06"W
C52	173.19'	295.78'	33°32'57"	89.16'	170.73'	N59°18'57"W
C53	63.85'	112.88'	32°24'37"	32.81'	63.01'	S58°40'20"E
C54	111.16'	56.83'	112°03'45"	84.36'	94.27'	N47°03'59"E
C55	77.22'	214.11'	20°39'55"	39.04'	76.81'	N39°01'17"E
C56	29.95'	97.27'	17°38'32"	15.09'	29.83'	S40°31'59"W
C57	25.48'	19.08'	76°31'42"	15.05'	23.63'	S06°33'08"E
C58	64.48'	250.86'	14°43'35"	32.42'	64.30'	N37°27'11"W
C59	81.17'	65.50'	70°59'58"	46.72'	76.07'	S31°25'04"W
C60	117.80'	66.02'	102°14'07"	81.87'	102.79'	N15°20'29"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C61	165.49'	108.63'	87°16'59"	103.60'	149.95'	S22°49'04"E
C62	139.95'	468.64'	17°06'36"	70.50'	139.43'	S65°18'28"W
C63	110.15'	681.51'	9°15'38"	55.20'	110.03'	N69°13'57"E
C64	289.00'	1380.48'	11°59'41"	145.03'	288.47'	S70°35'59"W
C65	18.99'	24.13'	45°06'05"	10.02'	18.51'	S66°03'18"E
C66	38.58'	146.07'	15°07'55"	19.40'	38.47'	N83°49'42"E
C67	88.85'	467.46'	10°53'27"	44.56'	88.72'	N77°06'06"E
C68	114.06'	114.73'	56°57'40"	62.24'	109.42'	N79°51'47"W
C69	44.10'	26.85'	94°05'54"	28.84'	39.30'	N81°34'06"E
C70	42.65'	100.26'	24°22'23"	21.65'	42.33'	N22°19'57"E
C71	65.21'	92.34'	40°27'49"	34.03'	63.86'	S30°22'41"W
C72	31.50'	68.79'	26°14'10"	16.03'	31.22'	N37°29'30"E
C73	55.21'	130.51'	24°14'10"	28.02'	54.80'	N57°43'44"E
C74	48.72'	205.93'	13°33'18"	24.47'	48.61'	S52°23'18"W
C75	67.84'	259.28'	14°59'27"	34.11'	67.65'	N51°40'14"E
C76	72.66'	72.93'	57°05'00"	39.67'	69.69'	S72°43'01"W
C77	66.86'	66.75'	57°23'19"	36.54'	64.10'	N12°45'10"E
C78	99.15'	180.18'	31°31'43"	50.86'	97.90'	N65°01'11"E
C79	38.17'	180.00'	12°09'04"	19.16'	38.10'	N87°19'36"E
C80	101.34'	66.04'	87°55'16"	63.69'	91.69'	N35°45'35"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°25'06"W	83.00'
L2	S44°41'12"W	89.44'
L3	S27°44'23"E	37.70'
L4	N66°06'47"E	87.28'
L5	N31°34'54"W	166.07'
L6	S11°25'27"W	74.97'
L7	S89°59'46"E	43.30'
L8	S89°50'14"E	23.00'
L9	S89°50'14"E	50.00'
L10	N00°22'35"E	50.00'
L11	S89°50'14"E	50.00'
L12	S00°22'35"W	50.00'

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Toll at Prasada
Phase 2 Master Plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: JB
Drawn by: JB

REGISTERED LAND SURVEYOR CERTIFICATE NO. 42937 JESSE BOYD Date Signed 6/18/19 ARIZONA, U.S.A.

Job No.
16-339

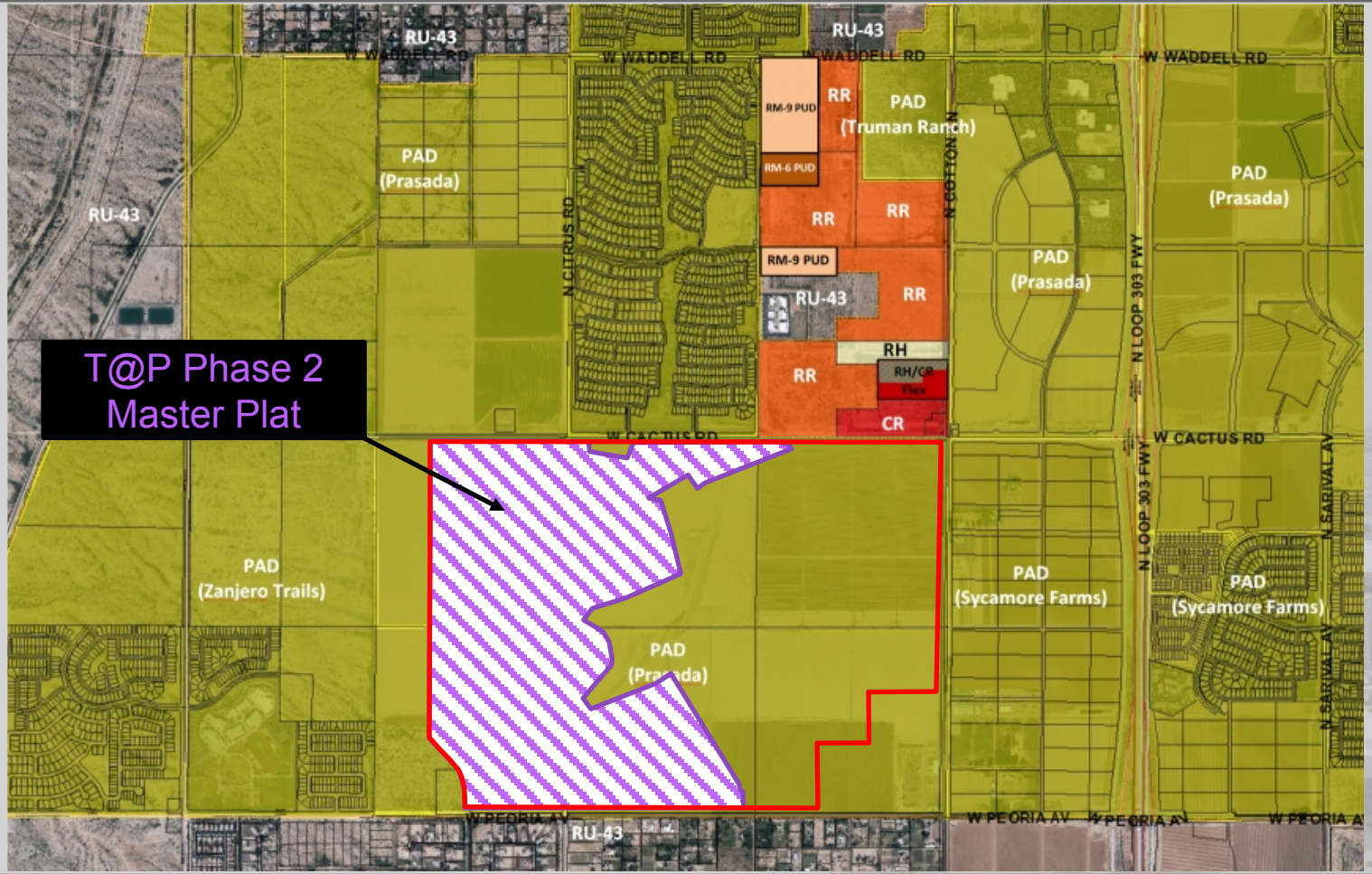
FP07

Sheet No.
7
of 7

16-339

jboyd Jun 18, 2019 11:20am S:\Projects\2016\16-339\Legal Survey\Dwgs\Final Plats\Phase 2\Onsite Infra\16-339 – Ph2 Onsite Infra Plat.dwg

FS19-061 Case Map



SURPRISE
ARIZONA

April 6, 2019 City Council

Toll at Prasada

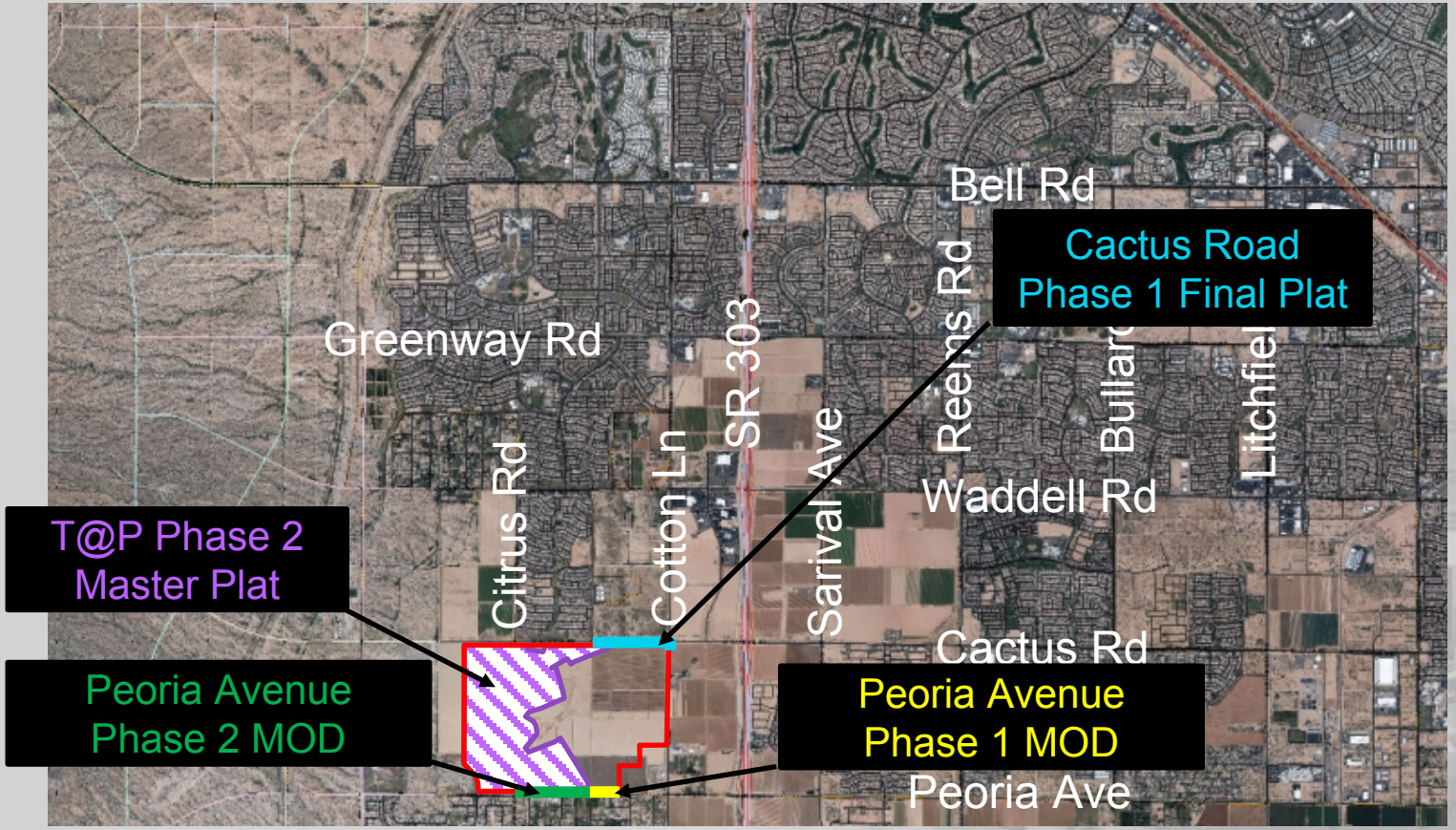
FS18-342 Cactus Road Phase 1 Final Plat

FS18-343 Peoria Avenue Phase 1 Map of Dedication

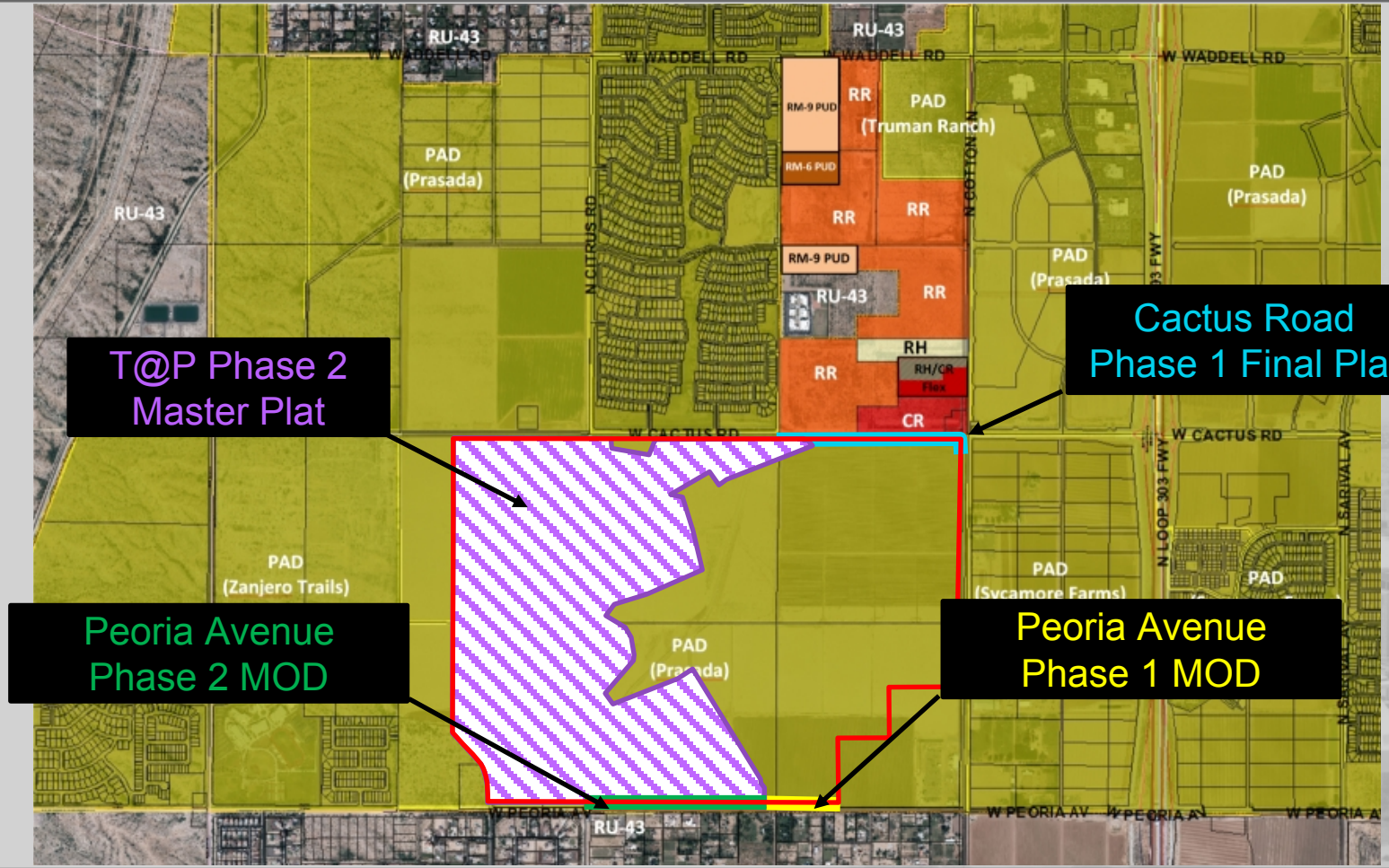
FS18-691 Peoria Avenue Phase 2 Map of Dedication

FS19-061 Phase 2 Master Plat

Combined Vicinity Map



Combined Case Map



FINAL PLAT

Toll at Prasada - Cactus Road

A portion of the northeast quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PLACED THE PLAT, PLAT LOT, AND PUT THE PLAT, PLAT OF TOLL AT PRASADA - CACTUS ROAD, AND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET, THAT EASEMENTS ARE THEREBY GRANTED AND THAT EACH STREET AND EASEMENT SHALL BE KNOWN BY THE SAME AND LIKE NAMES GIVEN EACH RESPECTIVELY ON THE PLAT AND THAT OWNER HEREBY DEDICATES AND GRANTS HEREIN:

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THE AIR SPACE OF DEDICATED AND EXISTING LOT AND TRACTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE RIGHT OF PASSAGE OF AIRCRAFT IN THE AIR BY ANY AND ALL TYPES OF AIRCRAFT NOW OR HEREAFTER USED FOR THE NAVIGATION OF OR FLIGHT IN THE AIR, REGARDLESS OF OWNERSHIP, WITHIN AIRSPACE ABOVE THE ELEVATIONS, RUNS, SLOPE, PATH, AND SURFACE LIMITATIONS, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM, OR OPERATING AT OR IN THE AIR IN, FRANK LUKE AIR FORCE BASE AND ANDERSON FIELD.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS LIGHT EASEMENTS TOGETHER FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, REPLACING AND OPERATING STREET LIGHTS AND ALL APPURTENANCES THERETO.

TRACT A AND B, AS SHOWN, ARE NOT DEDICATED TO THE PUBLIC, BUT ARE RESERVED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESPONSIBILITY FOR MAINTENANCE OF SAID TRACTS.

ALL EASEMENTS FOR THE USES AND PURPOSES HEREIN AND HEREINBEFORE SET FORTH ARE HEREBY GRANTED TO THE PUBLIC AND TO THE CITY OF SURPRISE, AND ITS SUCCESSORS AND ASSIGNS, AS APPLICABLE, AND ARE HEREBY DEDICATED TO THE CITY OF SURPRISE FOR THE USES AND PURPOSES AS SET FORTH AND DESCRIBED HEREIN.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED TO THE PRESENTS, DULY AUTHORIZED HEREIN THIS _____ DAY OF _____, 2019.

TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER HEREBY NOTIFIES THE TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AND ALL OWNERS OF PROPERTY WITHIN TOLL AT PRASADA - CACTUS ROAD, AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "PROPERTY OWNERS") THAT THE PROPERTY IS SUBJECT TO THE AGREEMENT FOR DEVELOPMENT AND WATER DELIVERY BY AND BETWEEN THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION (THE "CITY"), AND LANDOWNER, DATED _____, 2019 AND RECORDED AS DOCUMENT NO. _____ IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA (THE "DEVELOPMENT AGREEMENT"). THE DEVELOPMENT AGREEMENT IS AVAILABLE FOR REVIEW AT THE OFFICE OF THE CITY CLERK OF THE CITY OF SURPRISE, ARIZONA. THE DEVELOPMENT AGREEMENT IMPOSES CERTAIN OBLIGATIONS ON LANDOWNER AND ITS SUCCESSORS AND ASSIGNS, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PAY CERTAIN DEVELOPMENT FEES AND WATER DELIVERY CHARGES AND TO DEDICATE CERTAIN WATER RIGHTS AND INFRASTRUCTURE TO THE CITY. THE DEVELOPMENT AGREEMENT ALSO IMPOSES CERTAIN OBLIGATIONS ON THE CITY, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PROVIDE WATER AND WASTEWATER SERVICE TO THE PROPERTY. THE DEVELOPMENT AGREEMENT CONTAINS OTHER TERMS AND CONDITIONS AND PROVISIONS THAT MAY BE OF INTEREST TO PROPERTY OWNERS. THE DEVELOPMENT AGREEMENT IS BINDING ON THE PROPERTY AND ON ALL PROPERTY OWNERS AND THEIR SUCCESSORS AND ASSIGNS. THE DEVELOPMENT AGREEMENT MAY BE AMENDED BY THE CITY AND LANDOWNER (OR THEIR SUCCESSORS AND ASSIGNS) WITHOUT THE CONSENT OF ANY PROPERTY OWNER OR ANY OTHER PERSON OR ENTITY.

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER HEREBY GIVES NOTICE THAT THE TOLL AT PRASADA - CACTUS ROAD, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY WITHIN THE PLAT, AND ITS SUCCESSORS AND ASSIGNS, HAS ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT (THE "PRE-ANNEXATION AGREEMENT") WITH THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR THE DEVELOPMENT OF THE PROPERTY WITHIN THE PLAT, AND RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AS DOCUMENT NO. 2019-_____. THE PRE-ANNEXATION AGREEMENT IS AVAILABLE FOR REVIEW AT THE OFFICE OF THE CITY CLERK OF THE CITY OF SURPRISE, ARIZONA. THE PRE-ANNEXATION AGREEMENT IMPOSES CERTAIN OBLIGATIONS ON LANDOWNER AND ITS SUCCESSORS AND ASSIGNS, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PAY CERTAIN DEVELOPMENT FEES AND WATER DELIVERY CHARGES AND TO DEDICATE CERTAIN WATER RIGHTS AND INFRASTRUCTURE TO THE CITY. THE PRE-ANNEXATION AGREEMENT ALSO IMPOSES CERTAIN OBLIGATIONS ON THE CITY, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PROVIDE WATER AND WASTEWATER SERVICE TO THE PROPERTY. THE PRE-ANNEXATION AGREEMENT CONTAINS OTHER TERMS AND CONDITIONS AND PROVISIONS THAT MAY BE OF INTEREST TO PROPERTY OWNERS. THE PRE-ANNEXATION AGREEMENT IS BINDING ON THE PROPERTY AND ON ALL PROPERTY OWNERS AND THEIR SUCCESSORS AND ASSIGNS. THE PRE-ANNEXATION AGREEMENT MAY BE AMENDED BY THE CITY AND LANDOWNER (OR THEIR SUCCESSORS AND ASSIGNS) WITHOUT THE CONSENT OF ANY PROPERTY OWNER OR ANY OTHER PERSON OR ENTITY.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE, CITY, AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, ("DWC") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 16, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE ON APRIL 17, 1997, AND DOCKET 12, 13, RECORDING NUMBER 97-0251 AND WAS AMENDED, RESTATED, EXTENDED AND ASSIGNED FROM TIME TO TIME (COLLECTIVELY, THE "IGA") AND WHICH GENERALLY DESCRIBES AREAS OF WHICH THE CITY AND DWC SHALL PROVIDE WATER AND WASTEWATER SERVICE WITHIN THE PLAT. THE IGA IS AVAILABLE FOR REVIEW AT THE CITY'S OFFICE AT 16000 N. CIVIC CENTER PLAZA, SURPRISE, ARIZONA 85374. THE IGA IMPOSES CERTAIN OBLIGATIONS ON THE CITY AND DWC, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PROVIDE WATER AND WASTEWATER SERVICE TO THE PROPERTY. THE IGA CONTAINS OTHER TERMS AND CONDITIONS AND PROVISIONS THAT MAY BE OF INTEREST TO PROPERTY OWNERS. THE IGA IS BINDING ON THE PROPERTY AND ON ALL PROPERTY OWNERS AND THEIR SUCCESSORS AND ASSIGNS. THE IGA MAY BE AMENDED BY THE CITY AND DWC (OR THEIR SUCCESSORS AND ASSIGNS) WITHOUT THE CONSENT OF ANY PROPERTY OWNER OR ANY OTHER PERSON OR ENTITY.

RELEASE OF LIABILITY

TOLL PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DO HEREBY RELEASE AND DISCHARGE THE CITY AND THE CITY OF SURPRISE, AND ITS EMPLOYEES, OFFICERS, AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING IN THE FUTURE AND WHICH COULD OR MAY BE ASSERTED BY OWNER, ITS SUCCESSORS AND ASSIGNS, IN CONNECTION WITH THE USE, ABSENCE, CONDITION, MAINTENANCE, REPAIR, OPERATION, REMOVAL OR PRESENCE OF ANY GROUNDWATER MONITORING WELL OR APPURTENANCES THEREOF ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR DAMAGES TO THE PROPERTY, INJURY TO PERSONS, LOSS OF REVENUE, OR EXPENSES INCURRED (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS) BY OWNER, ITS SUCCESSORS AND ASSIGNS, AND ITS AGENTS, EMPLOYEES AND CONTRACTORS, EXCEPT FOR CLAIMS AND DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, THE CITY OF SURPRISE, THEIR EMPLOYEES, AGENTS, OR CONTRACTORS. OWNER HEREBY COVENANTS AND AGREES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT THE RELEASE HEREIN CONTAINED SHALL BE BINDING ON THEM AND SHALL INURE TO THE BENEFIT OF THE CITY AND THE CITY OF SURPRISE, AND THEIR EMPLOYEES, AGENTS, AND CONTRACTORS. OWNER AGREES THAT THE RELEASE HEREIN CONTAINED SHALL NOT BE MODIFIED OR REVOKED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY AND THE CITY OF SURPRISE, AND THAT ANY ATTEMPT TO MODIFY OR REVOKE THIS RELEASE WITHOUT SUCH CONSENT SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF SURPRISE FROM AND ANY AND ALL CLAIMS FOR DAMAGES, IF ANY, FOR PERSONAL INJURIES OR PROPERTY DAMAGE WHICH MAY ARISE OUT OF OR ARE CAUSED BY THE USE OF THE GROUNDWATER MONITORING WELL OR APPURTENANCES THEREOF ON THE PROPERTY, WHETHER SUCH ACTIVITIES ARE UNDERTAKEN BY OWNER OR BY THE CITY OF SURPRISE OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OR CONTRACTORS, EXCEPT FOR CLAIMS AND DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, THE CITY OF SURPRISE, THEIR EMPLOYEES, AGENTS, OR CONTRACTORS. OWNER HEREBY COVENANTS AND AGREES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT THE INDEMNITY HEREIN CONTAINED SHALL BE BINDING ON THEM AND SHALL INURE TO THE BENEFIT OF THE CITY AND THE CITY OF SURPRISE, AND THEIR EMPLOYEES, AGENTS, AND CONTRACTORS. OWNER AGREES THAT THE INDEMNITY HEREIN CONTAINED SHALL NOT BE MODIFIED OR REVOKED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY AND THE CITY OF SURPRISE, AND THAT ANY ATTEMPT TO MODIFY OR REVOKE THIS INDEMNITY WITHOUT SUCH CONSENT SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT.

PUBLIC NOTICE

THE TRACTS IDENTIFIED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LAKE AND PLAYER AREAS AND MAY BE SUBJECTED FREQUENTLY TO AIRCRAFT OVERFLIGHTS, NOISE, VIBRATION AND OTHER EFFECTS ASSOCIATED WITH THE NORMAL OPERATION OF AIRCRAFTS. IN CONFORMANCE WITH THE NOISE ABATEMENT STANDARDS ADOPTED BY THE CITY OF SURPRISE, A MAP DEPICTING THE MOST CURRENT NOISE CONTOURS AS PREPARED BY THE CITY OF SURPRISE, MAY BE OBTAINED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE DEVELOPMENT SERVICES DEPARTMENT.

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVISION PLAT WITHIN THIS DEVELOPMENT IS NOT ASSURED WATER SUPPLY WITHIN THE DEPARTMENT OF WATER RESOURCES.

_____ _____
DIRECTOR'S NAME DATE

BASIS OF BEARING

THE BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 11 MINUTES 46 SECONDS WEST, AS THE PLAT

GENERAL NOTES

1. THE PROPERTY IS LOCATED within an AG-Basic Rural Zone ("ZONE 1 (BASIC)") and ZONE A-1 on the FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 04013C0930L, 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 THE PROPERTY IS SITUATED.
2. PURSUANT TO A.R.S. § 9-463.05(B), THE CITY OF SURPRISE, A MUNICIPAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL FEES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR INSTALLMENTS OF PAST AND FUTURE IMPROVEMENT DISTRICTS AND TAXES, FEES AND ASSESSMENTS.
3. LANDSCAPING MAINTENANCE within the ARIZONA STATE FLOOD CONTROL DISTRICT RIGHT-OF-WAY SHALL BE PERFORMED BY THE CITY OF SURPRISE AFTER ACCEPTANCE.
4. THE USE OF DEVELOPMENT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE ON [DATE].
5. THE MAINTENANCE OF LANDSCAPING within the open spaces, landscaped tracts, retention basins and trails shall be the responsibility of the owner of the associated property or the HOA.
6. THE MAINTENANCE OF LANDSCAPING within the adjacent public right-of-way including landscaped medians, medians, and local streets and landscaped areas between the curb and the adjacent residential walls, shall be the responsibility of the adjacent property owner or the property association formed in the adjacent property.
7. IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE WILL EXPERIENCE THAT ALL ASSESSED OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. THE CITY OF SURPRISE WILL NOT ACCEPT THE DEDICATED ROAD RIGHTS-OF-WAY UNTIL THE STREETS OF THE DEVELOPMENT HAVE BEEN PAVED TO THE SATISFACTION OF THE CITY ENGINEER.
9. NO ON-LOT DRAINAGE OR RETENTION SHALL OCCUR WITHIN PUBLIC STREETS AND/OR RIGHT-OF-WAY.

LEGAL DESCRIPTION

PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A FOUND CAP IN FLUSH AT THE NORTHEAST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 2640.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 1319.07 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST, 55.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, 1319.07 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 21 SECONDS EAST, 55.00 FEET TO THE POINT OF BEGINNING.

THENCE ALONG THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT SAID CAP IN FLUSH AT THE NORTHEAST CORNER OF SAID SECTION 23, FROM WHICH A FOUND CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, 2640.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 378.03 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 35 MINUTES 46 SECONDS WEST, 55.00 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES 11 SECONDS EAST, 287.41 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 46 SECONDS EAST, 104.99 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, 55.00 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 46 SECONDS EAST, 1200.34 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES 11 SECONDS EAST, 17.00 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 46 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 11 SECONDS WEST, 205.76 FEET TO THE POINT OF BEGINNING.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)
NON-RESIDENTIAL	57,041	1.3095
TRACT A	44,572	1.0232
TRACT B	52,467	1.2045
GROSS AREA	154,080	3.5372

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
A	WATER/SEWER EASEMENT, OPEN SPACE	44,572	1.0232
B	WATER/SEWER EASEMENT, OPEN SPACE	52,467	1.2045

VICINITY MAP

DEVELOPER

TOLL PRASADA, LLC
1000 E. BELL ROAD, SUITE 200
PHOENIX, AZ 85022
TEL: (602) 774-8711
CONTACT: CODY CHRISTIANSEN

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: KEN BOYNTON, P.E.

SHEET INDEX

1 COVER SHEET
2 FINAL PLAT SHEET

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, HEREBY APPROVES THE WITHIN PLAT, PLAT LOT, AND PUT THE PLAT, PLAT OF TOLL AT PRASADA - CACTUS ROAD, AND THE COVENANTS AND RESTRICTIONS RECORDED (DOCKET UNDER THE WAY OF DEDICATION).

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2019.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

DATE ON THE _____ DAY OF _____, 2019, IN THE CITY OF SURPRISE, ARIZONA.

APPROVED: _____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

CERTIFICATION

I, JESSE [illegible], HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THE PLAT CONTAINED HEREWITH, A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2019, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN AND IS ACCURATE WITHIN ALL APPLICABLE STANDARDS, THAT THE MONUMENTS ACTUALLY EXIST AS SHOWN, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

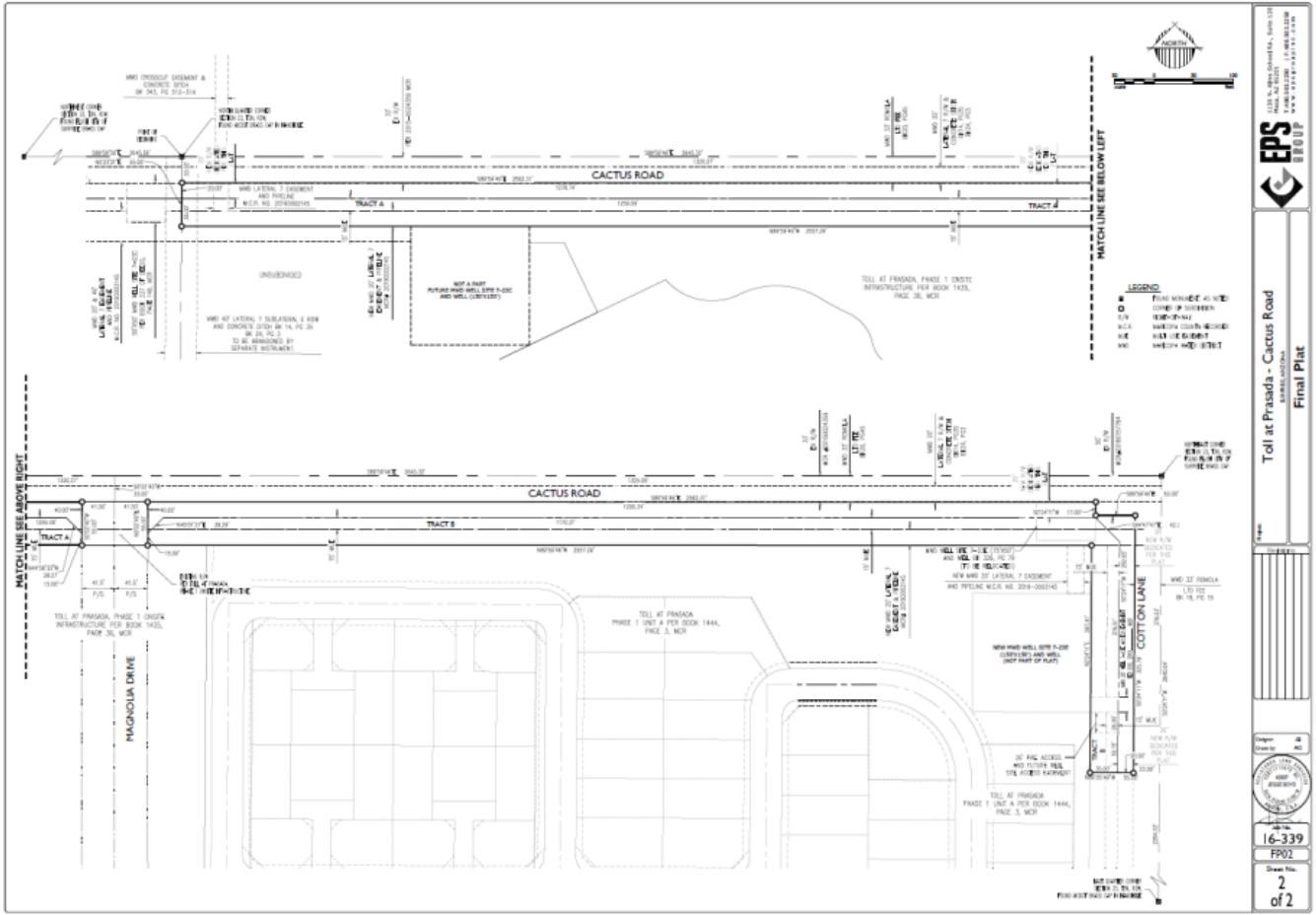
JESSE [illegible], R.L.S. #29327
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
DATE OF SURVEY: JANUARY 22, 2019

EPS GROUP
2045 S. Vineyard Blvd., Suite 101
Mesa, AZ 85210
p 480.503.2250 f 480.503.2258
w w w . e p s g r o u p . c o m

Toll at Prasada - Cactus Road
Final Plat

Project No.
16-339
FP01
Sheet No.
1
of 2

FS18-34 Cactus Road
Phase 1 Final Plat

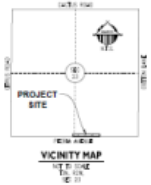


FS18-342 Cactus Road Phase 1 Final Plat

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 1

A portion of the south half of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



DEDICATION

STATE OF ARIZONA)
) ss
County of Maricopa)

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, an Arizona limited liability company, as TRUSTEE UNDER TRUSTEE AGREEMENT NO. [illegible] DATED [illegible], 2018 AND KNOWN AS TRUST NO. [illegible], HEREIN AFTER REFERRED TO AS THE OWNER HAS BY THESE PRESENTS DEDICATED TO THE PUBLIC AND THE CITY OF SURPRISE, ARIZONA, A MUNICIPAL CORPORATION, FOR USE AS PUBLIC STREETS AND EASEMENTS AS SHOWN HEREON, THE STREETS AND EASEMENTS SHOWN AND DEDICATED ON THIS PLAT AND DESIGNATED AS PUBLIC STREETS AND EASEMENTS.

IN WITNESS WHEREOF: THE OWNER HAS CAUSED ITS NAME TO BE AFFIXED HERETO AND THIS INSTRUMENT TO BE EXECUTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2019.

TOLL PRASADA LLC, an Arizona limited liability company

By: _____ Date: _____

Its: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss
County of Maricopa)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO HAS EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC Date

My commission expires:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

[illegible] RECORDED AS [illegible] OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE (CITY) AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE (CWCD) ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) [illegible], 2018, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON JUNE 13, 2018 UNDER DOCUMENT NO. 20180377729 (IGA). CITY AND CWCD FACILITIES AND PROPERTY INTERESTS. DEFINED AND DEPICTED WITHIN CERTAIN SUBDIVISION PLATS OR OTHER INSTRUMENTS OF RECORD, INCLUDING DECLARATIONS OF TRUST PLACED OF RECORD BY DEVELOPERS OF PROPERTIES WITHIN THOSE PLATS AND SUBDIVISIONS WHERE THE TERMS OF THOSE INSTRUMENTS ALLOW FOR THE IGA, THE IGA PROVIDES FOR THE CITY TO ASSUME CERTAIN EASEMENT RIGHTS, DUTIES AND PROPERTY INTERESTS, AND FOR CWCD TO RELEASE CERTAIN CITY FACILITIES, EASEMENTS AND PROPERTY INTERESTS, AND FOR CWCD TO RELEASE CERTAIN CITY FACILITIES, EASEMENTS AND PROPERTY INTERESTS, AND FOR BOTH PARTIES TO ASSIGN CERTAIN RIGHTS AND OBLIGATIONS TO THE OTHER, AND GENERALLY TO ADDRESS THE RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE WATER AND CONVEYANCE OF WATER.

IN ADDITION, WHERE APPLICABLE, DEVELOPERS WHO ARE NOT SIGNATORIES HEREIN A SUBDIVISION PLAT WHICH FINDS AND ESTABLISHES RIGHTS OF WAY FOR THE USE OF CANALS AND FACILITIES AND EASEMENTS AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHTS TO AUTHORIZE AND CONTROL THE CROSS-SECTIONS, PROFILES, USE AND ALIGNMENT OF THREE EASEMENTS (CITY EASEMENTS) THAT ARE DEPICTED AND DESCRIBED IN THE IGA AND ARE TO BE GRANTED TO THE CITY BY SURPRISE SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE EASEMENTS CONVEYED BY SURPRISE TO THE CITY AS DESCRIBED IN THE IGA.

RELEASE OF LIABILITY

TOLL PRASADA LLC, an Arizona limited liability company (Owner), and [illegible] (Developer) and [illegible] (Builder) and the CITY OF SURPRISE, and [illegible] (Builder), [illegible] and [illegible] hereby release and forever discharge the CITY OF SURPRISE, AND [illegible] (Builder), [illegible] and [illegible] hereby release and forever discharge the CITY OF SURPRISE, AND ALL SUBDIVISION MANAGERS, IF ANY [illegible] OFFICERS, AGENTS AND EMPLOYEES OF PROPERTIES THAT MAY ARISE AT ANY TIME IN CONNECTION WITH WATERS OF [illegible] FROM WATERWAYS [illegible] LAKES OR STORM DRAINS, WHETHER SUCH DAMAGE SHALL [illegible] FROM NATURAL CAUSES, [illegible] OVER FLOW, [illegible] OR FROM ANY OTHER CAUSE, AND [illegible] EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF ARTIFICIAL LAKES OR BY THROWING OR DEPOSITING OF DIRT OR LITTER AT SUCH PLACES. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON [illegible] AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THE [illegible] OF ANY PARCEL OF LAND WITHIN THIS SUBDIVISION AND SHALL INSURE TO THE BENEFIT OF THE SURPRISE IMPROVEMENT DISTRICTS FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY PARALLEL MOVEMENT OF PARALLEL PHYSICAL OBJECTS FROM ARTIFICIAL LAKES AND THEIR HEIRS AND ASSIGNS WITH RESPECT TO WATER PUMPS, WATER PIPES, AND SUBSURFACE WATERS.

[illegible] 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 BOUNDARIES OF THIS PLAT WHICH ARE ASSERTED, CONTENDED, OR FOR WHICH THE OWNER IS LIABLE UNDER THE TERMS OF THIS RELEASE, EVEN THOUGH THE CITY OF SURPRISE MAY HAVE BEEN NEGLIGENT.

[illegible] AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE AND ITS [illegible], AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE BOUNDARIES OF THIS PLAT WHICH ARE ASSERTED, CONTENDED, OR FOR WHICH THE OWNER IS LIABLE UNDER THE TERMS OF THIS RELEASE, EVEN THOUGH THE CITY OF SURPRISE MAY HAVE BEEN NEGLIGENT. THIS RELEASE SHALL RUN WITH THE LAND AND BE BINDING UPON [illegible] AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THE [illegible] OF ANY PARCEL OF LAND WITHIN THIS SUBDIVISION AND SHALL INSURE TO THE BENEFIT OF THE SURPRISE IMPROVEMENT DISTRICTS FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY PARALLEL MOVEMENT OF PARALLEL PHYSICAL OBJECTS FROM ARTIFICIAL LAKES AND THEIR HEIRS AND ASSIGNS WITH RESPECT TO WATER PUMPS, WATER PIPES, AND SUBSURFACE WATERS.

[illegible] AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE AND ITS [illegible], AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE BOUNDARIES OF THIS PLAT WHICH ARE ASSERTED, CONTENDED, OR FOR WHICH THE OWNER IS LIABLE UNDER THE TERMS OF THIS RELEASE, EVEN THOUGH THE CITY OF SURPRISE MAY HAVE BEEN NEGLIGENT.

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVISION IS WITHIN A DESIGNATED AS IT HAS BEEN ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

_____ 11/26/2018
GENERAL MANAGER Date

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 04 MINUTES 11 SECONDS WEST AS SHOWN HEREON.

GENERAL NOTES

1. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X UNSHADED AND ZONE A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C0915L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITIES IN WHICH SAID PROPERTIES ARE LOCATED.
2. IN ACCORDANCE WITH ARS § 9-463.01, THE CITY OF SURPRISE IS HEREBY NOTIFIED THAT ALL DEVELOPERS DEDICATIONS WITHIN THE MAP OF DEDICATION ARE IN CONFORMANCE WITH THE CURRENT GENERAL PLAN.
3. PURSUANT TO ARS § 9-500.24, THE CITY OF SURPRISE, A MUNICIPAL SUBDIVISION OF THE STATE OF ARIZONA IS IDENTIFIED AS ALL STREET AND EASEMENTS SHOWN ON HEREON VALUE DIRECTLY FROM, ADJACENT AREAS AND WITHIN, AND APPROVED.
4. MAINTENANCE RESPONSIBILITY WITHIN THE HEREON WITHIN THE PUBLIC RIGHT-OF-WAY WITH ANY APPROVAL OF PRIVATE STREET MODIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
5. THIS MAP OF DEDICATION IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE PSA-18-04.

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE ALONG THE EASTERN LINE OF SAID SECTION 23, SOUTH 00 DEGREES 04 MINUTES 11 SECONDS WEST, 1655.20 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 00 DEGREES 04 MINUTES 11 SECONDS WEST, 874.41 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 49 SECONDS EAST, 20.00 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 5.49 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.50 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.50 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 49 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 650.42 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.5949 ACRES, MORE OR LESS.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

[illegible] ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 3, 2019 (AGREEMENT) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE (CWCD) FOR THE PURPOSE OF ESTABLISHING THE RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO THE DEVELOPMENT OF THE PROPERTIES DESCRIBED IN THE PLAT AND SUBJECT TO THE AGREEMENT AND THE PLAT, INCLUDING WITHOUT LIMITATION, THE DEDICATION OF CERTAIN PROPERTY INTERESTS AND ALL EASEMENTS NEEDED FOR ACCESS TO AND USE OF EXISTING AND FUTURE WATER FACILITIES AND PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE CWCD TO ACCOMPLISH ALL OF ITS OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION AND OPERATION OF WATER FACILITIES, AND CONVEYANCES, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE SUCH WATER FACILITIES AND PROPERTY INTERESTS. THE AGREEMENT IS BY AND BETWEEN TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS [illegible] AND [illegible] AND CWCD, WHOSE ADDRESS IS [illegible]. ALL CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE AGREEMENT.

DATED THIS _____ DAY OF _____, 2019.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A MUNICIPAL SUBDIVISION OF THE STATE OF ARIZONA

By: _____ By: _____

ITS: PRESIDENT & CHIEF EXECUTIVE OFFICER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

By: _____

Its: _____

DEVELOPER

TOLL BROTHERS
[illegible]
[illegible]
TEL: [illegible]
CONTACT: [illegible]

ENGINEER

EPS GROUP, INC.
[illegible]
[illegible]
TEL: [illegible]
FAX: [illegible]
CONTACT: [illegible]

SHEET INDEX

1 COVER SHEET
2 MAP OF DEDICATION PLAN SHEET

CITY OF SURPRISE ENGINEER APPROVAL

SIGNED ON THE DAY OF DEDICATION HEREIN AND APPROVED THIS _____ DAY OF _____, 2019, BY THE DEVELOPMENT SERVICES DIRECTOR.

APPROVED: _____ _____
DEVELOPMENT SERVICES DIRECTOR Date

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2019.

_____ _____
MAYOR Date

ATTEST: _____ _____
CITY CLERK Date

CERTIFICATION

I, [illegible], HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THE MAP OF DEDICATION (HEREAFTER REFERRED TO AS "SURVEY") WAS PREPARED AND SURVEYED UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2017; THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; AND THAT ALL MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[illegible]
[illegible]
[illegible]
[illegible]
DATE OF PREPARATION: JANUARY 16, 2019 (REVISED APRIL 15, 2019)

AREA SUMMARY TABLE

IDENTIFIER	AREA (SF)	AREA (ACRES)
[illegible]	70,312	1.615
GROSS AREA	70,312	1.615

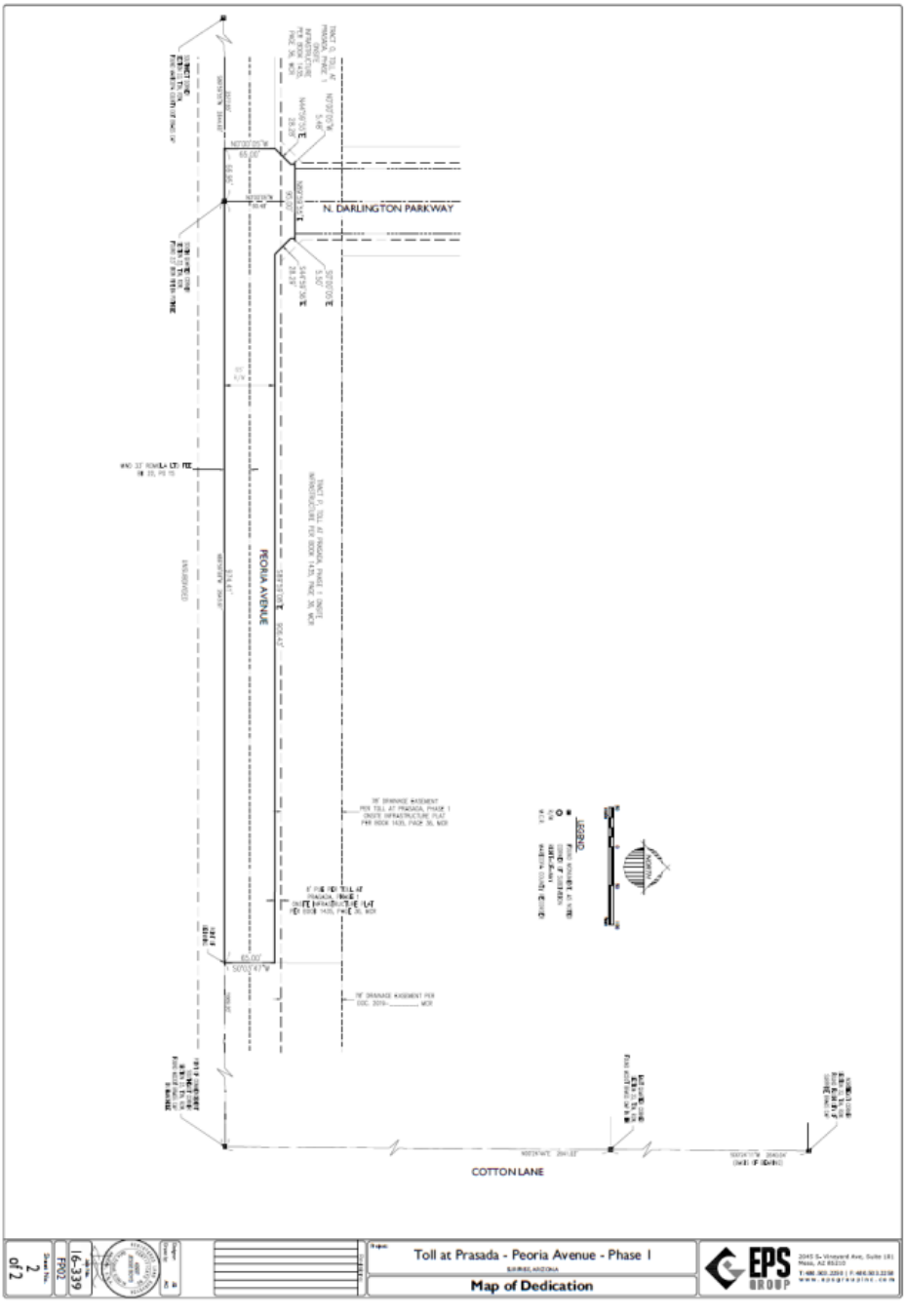
EPS GROUP
2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
T 480.503.2250 F 480.503.2258
www.epsgroupinc.com

Toll at Prasada - Peoria Avenue - Phase 1
Map of Dedication

Designed: JG
Drawn By: MD

Job No. 16-339
FP01
Sheet No. 1 of 2

FS18-343 Peoria Avenue Phase 1 MOD

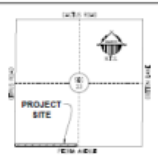


FS18-343 Peoria Avenue Phase 1 MOD

MAP OF DEDICATION

Toll at Prasada - Peoria Avenue - Phase 2

A portion of the Southwest Quarter of Section 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



VICINITY MAP

NOT TO SCALE

DEDICATION

ACKNOWLEDGMENT

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

RELEASE OF LIABILITY

100 YEAR ASSURED WATER SUPPLY

BASIS OF BEARING

GENERAL NOTES

LEGAL DESCRIPTION

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

DEVELOPER

ENGINEER

SHEET INDEX

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

CERTIFICATION

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

EPS GROUP

Toll at Prasada - Peoria Avenue - Phase 2

Map of Dedication

16-339

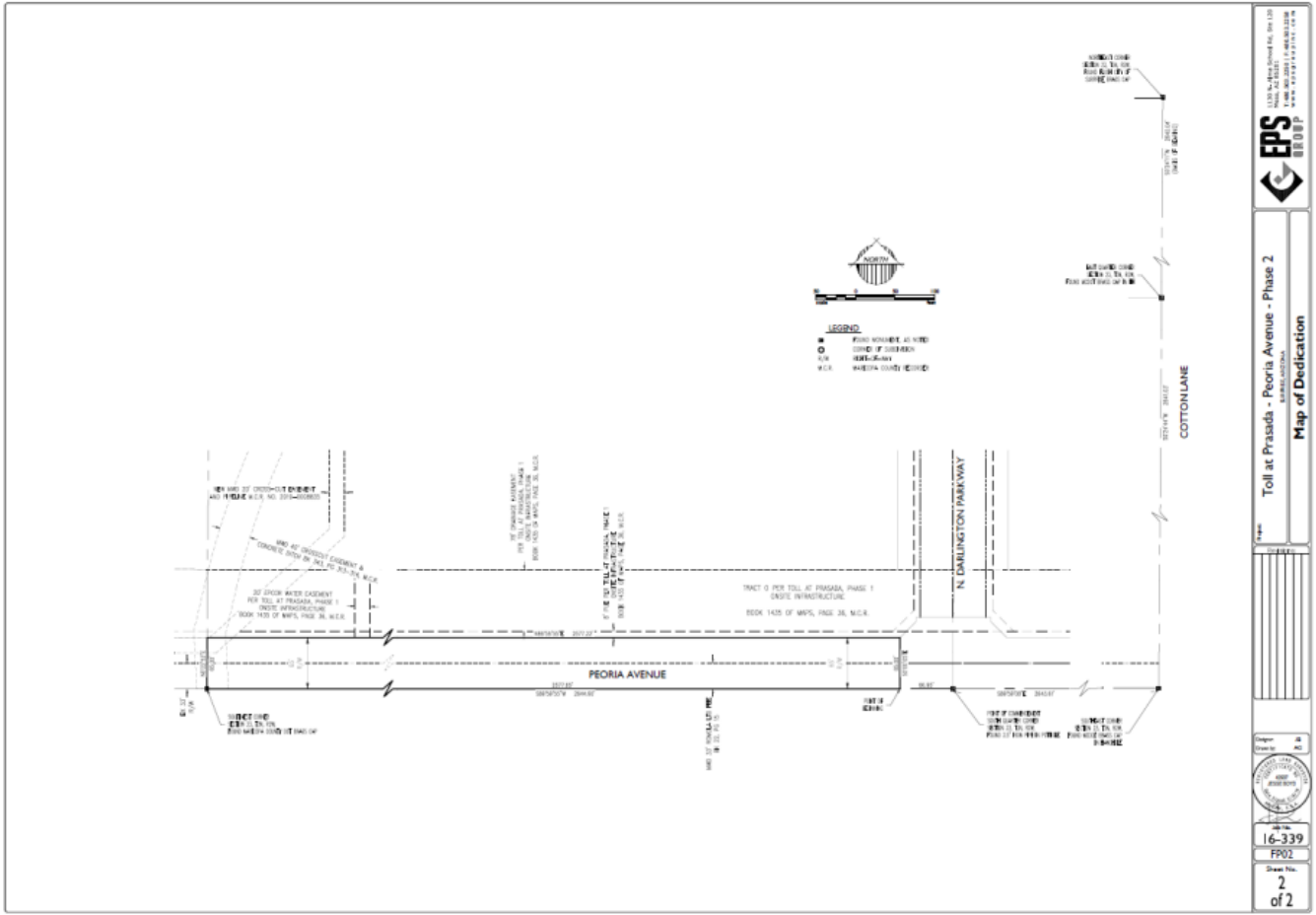
FP01

Sheet No.

1

of 2

FS18-691 Peoria Avenue Phase 2 MOD

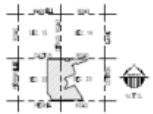


FS18-691 Peoria Avenue Phase 2 MOD

Final Plat

Toll at Prasada Phase 2 Master Plat

Portions of Sections 22 and 23,
Township 3 North, Range 2 West of the Gila and Salt River Meridian
Maricopa County, Arizona



VICINITY MAP

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER" HEREIN INCLUDING THE FINAL PLAT OF TOLL AT PRASADA PHASE 2 MASTER PLAT RECORDED IN BOOK ____ OF MAPS, PAGE ____ RECORDS OF MARICOPA COUNTY, ARIZONA AND BEING LOCATED IN PORTIONS OF THE EAST HALF OF SECTION 22 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARE THAT SAID PLAT SET 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 ON THE PLAT AND THAT THE EASEMENTS ARE HEREBY DEDICATED.

OWNER HEREBY DECLARES TO THE CITY OF SURPRISE AND PUBLIC UTILITY COMPANIES AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, FOR PUBLIC UTILITY PURPOSES, TRAFFIC, DRAINAGE, PUBLIC ACCESS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING COMMON AND ASSESSED SERVICES AND EVENTS AS MAY BE REQUIRED FROM TIME TO TIME.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS AFFORDABLE, DEED USE, AND MARKED FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING AND UTILIZING THE SAME USE AND PURPOSES.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS WATER EASEMENTS THROUGHOUT THE SUBDIVISION FOR PURPOSES OF INSTALLING AND MAINTAINING WATER FACILITIES AND APPURTENANCES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT ACROSS THE SUBDIVISION'S PRIVATE STREETS, FOR PUBLIC SERVICE PURPOSES, TRAFFIC, DRAINAGE, PUBLIC ACCESS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING COMMON AND ASSESSED SERVICES AND EVENTS AS MAY BE REQUIRED FROM TIME TO TIME.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES SHALL BE CONSTRUCTED IN THIS SUBDIVISION OR CONTRIBUTED TO OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY THE SUBDIVISION. IN ANY PHASE OR PHASES, OWNER HEREBY CONVEYS TO THE CITY OF SURPRISE THE RIGHT TO MAKE SUCH CUTS AND FILLS UPON THE LOTS AND TRACTS AS ARE NECESSARY TO ESTABLISH THE GRADES OF THE STREETS SHOWN ON THE PLAT. THE CITY OF SURPRISE SHALL NOT BECOME OBLIGATED TO IMPROVE OR MAINTAIN SAID STREETS UNTIL THEY ARE ACCEPTED BY THE CITY OF SURPRISE IN ACCORDANCE WITH CITY RULES AND REGULATIONS.

THE EASEMENTS SHOWN HEREON FOR DRAINAGE AND FLOODWAY PURPOSES ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SURPRISE AND TO THE PUBLIC AS EASEMENTS FOR THE PURPOSES STATED AND NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SUCH EASEMENTS.

THE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES ARE HEREBY GRANTED TO THE CITY OF SURPRISE AND TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, WITH THE RIGHT OF INGRESS AND EGRESS FOR THE USE OF THE EASEMENTS FOR THE PURPOSES STATED.

THE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES ARE HEREBY GRANTED TO THE CITY OF SURPRISE AND TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, WITH THE RIGHT OF INGRESS AND EGRESS FOR THE USE OF THE EASEMENTS FOR THE PURPOSES STATED.

THAT A DRAINAGE EASEMENT ARE NOT DEDICATED TO THE PUBLIC, BUT ARE RESERVED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF TOLL AT PRASADA COMMUNITY ASSOCIATION INC. AN ARIZONA NONPROFIT CORPORATION AND ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THE EASEMENTS, COVENANTS AND RESTRICTIONS NOW OR HEREAFTER OF RECORD AFFECTING THE TRACTS.

EXCEPT AS TO ANY AREAS ACCEPTED FOR MAINTENANCE BY GOVERNMENTAL AUTHORITIES AS HEREINAFTER DEFINED IN THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, ALL STREETS AS SHOWN HEREON ARE PRIVATE AND SHALL BE OWNED BY OWNER AND MAINTAINED BY THE OWNER AND ITS SUCCESSORS AND ASSIGNS AS PROVIDED HEREIN, AND BY ASSOCIATIONS AND ASSESSMENTS AS SHALL BE ESTABLISHED BY THE OWNER AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. NO CITY RESPONSIBILITY FOR MAINTENANCE OF ANY TRACTS.

EXCEPT AS TO ANY AREAS ACCEPTED FOR MAINTENANCE BY GOVERNMENTAL AUTHORITIES AS HEREINAFTER DEFINED IN THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, ALL STREETS AS SHOWN HEREON ARE PRIVATE AND SHALL BE OWNED BY OWNER AND MAINTAINED BY THE OWNER AND ITS SUCCESSORS AND ASSIGNS AS PROVIDED HEREIN, AND BY ASSOCIATIONS AND ASSESSMENTS AS SHALL BE ESTABLISHED BY THE OWNER AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. NO CITY RESPONSIBILITY FOR MAINTENANCE OF ANY TRACTS.

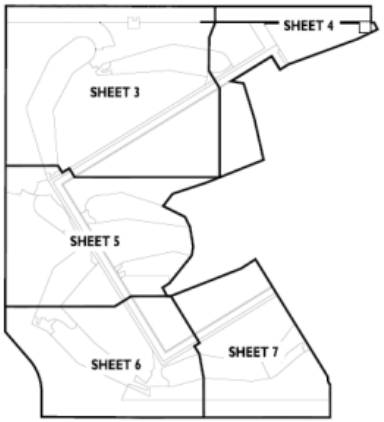
OWNER SHALL, WITHOUT OBLIGATION OR LIABILITY OR EXPENSE TO GRANTEE, CONSTRUCT AND MAINTAIN DRAINAGE FACILITIES WITHIN THE EASEMENTS AS SHOWN ON THE PLAT AND AS REQUIRED BY GRANTEE. IF OWNER FAILS TO CONSTRUCT SUCH DRAINAGE FACILITIES OR TO KEEP THE DRAINAGE EASEMENTS FREE OF OBSTRUCTIONS AS REQUIRED HEREIN, GRANTEE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE EASEMENTS AND CONSTRUCT OR MAINTAIN SUCH FACILITIES OR REMOVE SUCH OBSTRUCTIONS AT THE EXPENSE OF OWNER AND ITS SUCCESSORS AND ASSIGNS. GRANTEE SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE EXERCISE OF THESE RIGHTS OR THE FAILURE OF ANY DRAINAGE FACILITY TO OPERATE SUFFICIENTLY. OWNER SHALL HAVE NO RIGHT TO ASSERT ANY CLAIM AGAINST GRANTEE FOR ANY DAMAGE WHICH MAY RESULT FROM GRANTEE'S ACTIVITIES IN APPROVING ANY ASSOCIATION PLANS TO ACCOMPLISH THE EASEMENT RELIEF REQUIRED.

OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTEE, ITS AGENTS, EMPLOYEES AND ELECTED AND APPOINTED OFFICIALS FROM AND AGAINST ALL CLAIMS FOR DAMAGES TO PERSONS OR PROPERTY THAT MAY ARISE, DIRECTLY OR INDIRECTLY, FROM OWNER'S OR OWNER'S CONTRACTORS', SUBCONTRACTORS', AGENTS', EMPLOYEES', LICENSEES' AND INVITEES' ENTRY UPON THE EASEMENTS AND THE CONSTRUCTION, MAINTENANCE, REPAIR AND USE OF THE DRAINAGE FACILITIES, EXCEPT THOSE CLAIMS OR DAMAGES ARISING FROM THE NEGLIGENCE OF GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, LICENSEES AND INVITEES. IF ANY LITIGATION IS COMMENCED BETWEEN OWNER AND GRANTEE CONCERNING THE EASEMENTS, THE PREVAILING PARTY IN SUCH LITIGATION SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, IN ADDITION TO ANY OTHER RELIEF TO WHICH THE PREVAILING PARTY MAY BE ENTITLED. THIS INDEMNITY SHALL NOT EXTEND TO ANY LIABILITY PRIMARILY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, LICENSEES AND INVITEES.

AND WE DO HEREBY CONSENT TO THE ANNEXATION OF THE SUBDIVISION AND ALL LOTS THEREIN TO THE CITY OF SURPRISE AND TO THE ANNEXATION OF ANY ADDITIONAL LAND TO THE CITY OF SURPRISE AND TO THE ANNEXATION OF ANY ADDITIONAL LAND TO THE CITY OF SURPRISE AND

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE/OPEN SPACE	41,666.86	0.9565
TRACT B	LANDSCAPE/OPEN SPACE	7,913.08	0.1735
TRACT C	LANDSCAPE/OPEN SPACE	402,870.20	9.2467
TRACT D	LANDSCAPE/OPEN SPACE	8,508.47	0.2183
TRACT E	LANDSCAPE/OPEN SPACE	120,883.38	2.7755
TRACT F	LANDSCAPE/OPEN SPACE	25,977.08	0.5872
TRACT G	LANDSCAPE/OPEN SPACE	21,440.28	0.4922
TRACT H	LANDSCAPE/OPEN SPACE	91,579.43	2.0878
TRACT MILE 1	LANDSCAPE/OPEN SPACE	273,698.52	6.2833
TRACT MILE 2	LANDSCAPE/OPEN SPACE	152,196.42	3.4932
TRACT MILE 3	LANDSCAPE/OPEN SPACE	606,781.24	14.2388
TRACT MILE 4	LANDSCAPE/OPEN SPACE	456,301.06	10.4545
TRACT MILE 5	LANDSCAPE/OPEN SPACE	87,283.56	2.0038
TRACT MILE 6	LANDSCAPE/OPEN SPACE	388,011.47	8.9065
TRACT MILE 7	LANDSCAPE/OPEN SPACE	371,501.48	8.5277
TRACT MILE 8	LANDSCAPE/OPEN SPACE	398,449.43	9.1476
TRACT MILE 9	LANDSCAPE/OPEN SPACE	251,663.51	5.7783
TRACT K	LANDSCAPE/OPEN SPACE	18,178.05	0.4173
TRACT J	LANDSCAPE/OPEN SPACE	8,581.72	0.1394
TRACT I	LANDSCAPE/OPEN SPACE	15,580.97	0.3576
TRACT L	LANDSCAPE/OPEN SPACE	134,444.25	3.0858
TRACT X	LANDSCAPE/OPEN SPACE	148,885.77	3.4172
TRACT Y	LANDSCAPE/OPEN SPACE	15,080.88	0.3461
TRACT P01	PRIVATE STREET/ALLEY & VEHICLE ACCESS EASEMENT	672,812.85	15.4466
TRACT P02	PRIVATE STREET/ALLEY & VEHICLE ACCESS EASEMENT	800.01	0.0184

PARCEL AREA TABLE		
PARCEL	AREA (SF)	AREA (AC)
PARCEL 1	668,780.85	15.3512
PARCEL 9	590,000.00	13.5399
PARCEL J	466,868.13	10.7170
PARCEL K	595,582.83	13.6732
PARCEL L	1,802,812.21	41.3804
PARCEL M	1,170,267.66	26.8703
PARCEL N	1,500,000.83	34.4394
PARCEL O	2,150,132.29	49.3688
PARCEL TRACT P01 (SEE TRACT USE TABLE)	85,000.00	1.9513
PARCEL TRACT P02 (SEE TRACT USE TABLE)	32,500.00	0.7461
PARCEL Q	730,923.80	16.7802
PARCEL R	1,063,170.80	24.4156
PARCEL S	445,758.52	10.2343



KEY MAP

LEGAL DESCRIPTION

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND TYPE 1 AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHENCE A FOUND 3" BRASS CAP IN HANDHOLE AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, 2644.65 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, 58.00 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 05 SECONDS WEST, 55.00 FEET;

THENCE NORTH 44 DEGREES 59 MINUTES 55 SECONDS EAST, 28.28 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 05 SECONDS WEST, 5.48 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 05 SECONDS EAST, 6.00 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 05 SECONDS WEST, 60.52 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 28.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2575.73 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 37 SECONDS WEST, 1295.62 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 18 SECONDS EAST, 30.04 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHWESTERLY, 157.22 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 43 SECONDS;

THENCE NORTH 45 DEGREES 47 MINUTES 25 SECONDS WEST, 499.99 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 45 SECONDS EAST, 977.67 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, 1612.15 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 46 SECONDS WEST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST, 150.00 FEET;

THENCE NORTH 0 DEGREES 14 MINUTES 46 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS EAST, 13.28 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST, 425.04 FEET;

THENCE SOUTH 0 DEGREES 21 MINUTES 18 SECONDS WEST, 139.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 21 DEGREES 10 MINUTES 55 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTHEASTERLY, 42.06 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1 DEGREES 23 MINUTES 33 SECONDS;

THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS EAST, 203.21 FEET TO THE BEGINNING OF A TANGENT CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY, 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 02 SECONDS;

THENCE ON A NON-TANGENT BEARING SOUTH 89 DEGREES 29 MINUTES 24 SECONDS EAST, 100.00 FEET;

THENCE NORTH 21 DEGREES 52 MINUTES 32 SECONDS EAST, 220.47 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 24 SECONDS WEST, 195.29 FEET;

THENCE NORTH 0 DEGREES 29 MINUTES 13 SECONDS EAST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 58 SECONDS EAST, 1826.60 FEET;

THENCE SOUTH 45 DEGREES 29 MINUTES 46 SECONDS EAST, 1400.06 FEET;

THENCE SOUTH 0 DEGREES 29 MINUTES 14 SECONDS WEST, 20.00 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 46 SECONDS EAST, 43.00 FEET;

THENCE SOUTH 0 DEGREES 42 MINUTES 34 SECONDS EAST, 38.49 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 24 SECONDS WEST, 203.57 FEET;

THENCE SOUTH 0 DEGREES 30 MINUTES 36 SECONDS EAST, 364.83 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 24 SECONDS WEST, 140.00 FEET;

THENCE SOUTH 0 DEGREES 30 MINUTES 36 SECONDS EAST, 208.06 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 24 SECONDS WEST, 633.78 FEET;

THENCE SOUTH 0 DEGREES 07 MINUTES 19 SECONDS WEST, 198.53 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 331.47 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 44 SECONDS EAST, 330.32 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 21 SECONDS WEST, 329.74 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES 39 SECONDS EAST, 462.06 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS WEST, 205.77 FEET;

THENCE SOUTH 45 DEGREES 29 MINUTES 39 SECONDS EAST, 507.21 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 34 SECONDS EAST, 762.26 FEET;

THENCE SOUTH 0 DEGREES 40 MINUTES 23 SECONDS EAST, 383.06 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 40 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 28 DEGREES 53 MINUTES 36 SECONDS WEST, 471.03 FEET;

THENCE SOUTH 37 DEGREES 54 MINUTES 36 SECONDS WEST, 108.56 FEET;

THENCE SOUTH 29 DEGREES 10 MINUTES 20 SECONDS EAST, 126.03 FEET;

THENCE SOUTH 45 DEGREES 57 MINUTES 20 SECONDS EAST, 52.00 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, 168.42 FEET;

THENCE SOUTH 57 DEGREES 20 MINUTES 40 SECONDS EAST, 222.56 FEET;

THENCE SOUTH 31 DEGREES 36 MINUTES 36 SECONDS EAST, 426.01 FEET;

THENCE SOUTH 31 DEGREES 36 MINUTES 36 SECONDS EAST, 1436.08 FEET TO THE BEGINNING OF A TANGENT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 425.00 FEET;

THENCE SOUTHEASTERLY, 28.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3 DEGREES 46 MINUTES 25 SECONDS TO A POINT OF NON-TANGENCY OF A TANGENT BEARING A RADIUS OF 100.00 FEET;

THENCE SOUTHWESTERLY, 39.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22 DEGREES 40 MINUTES 33 SECONDS TO A POINT OF NON-TANGENCY OF A TANGENT BEARING A RADIUS OF 425.00 FEET;

THENCE SOUTHWESTERLY, 28.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3 DEGREES 46 MINUTES 25 SECONDS;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

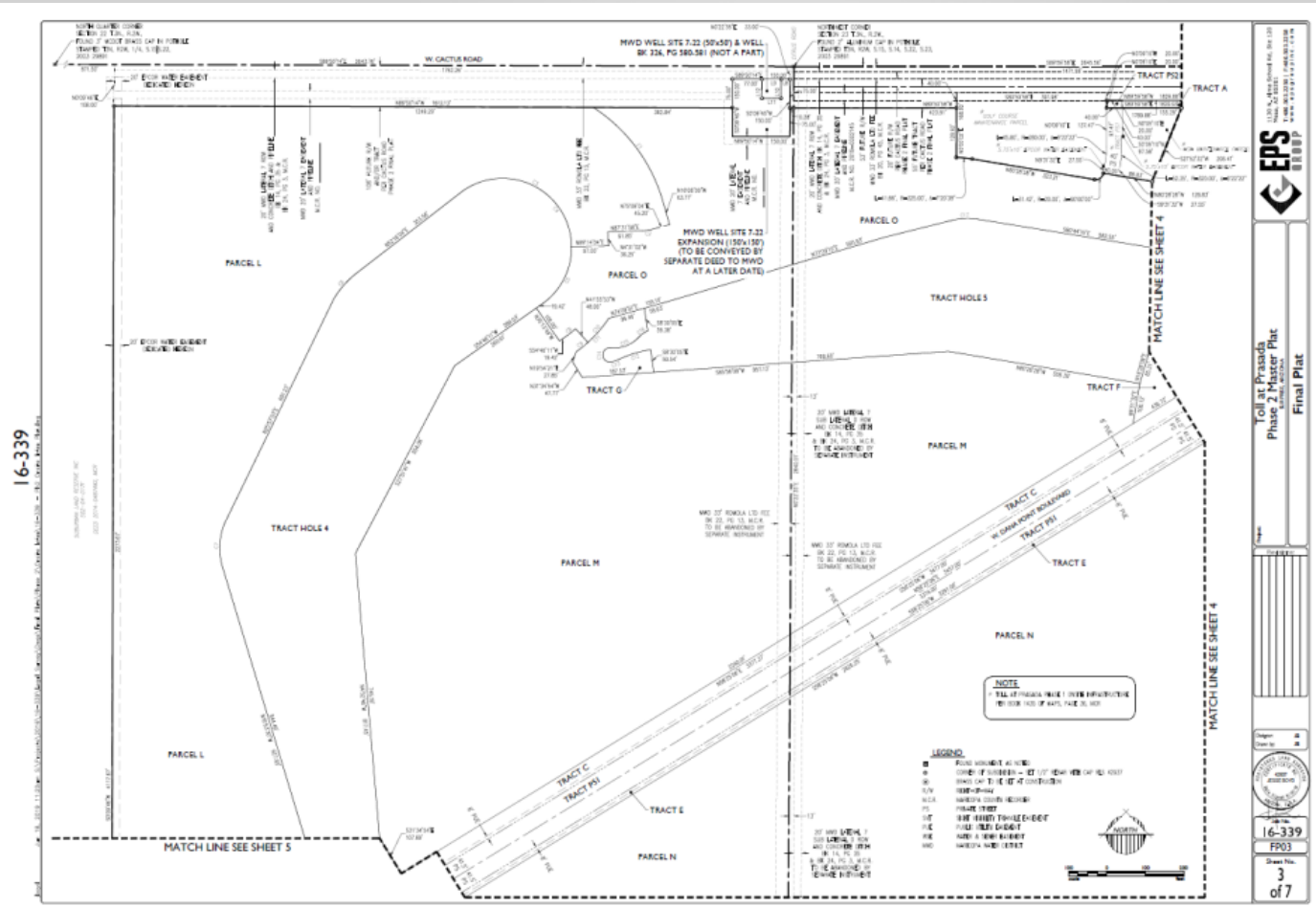
EPS GROUP

Toll at Prasada
Phase 2 Master Plat
Final Plat

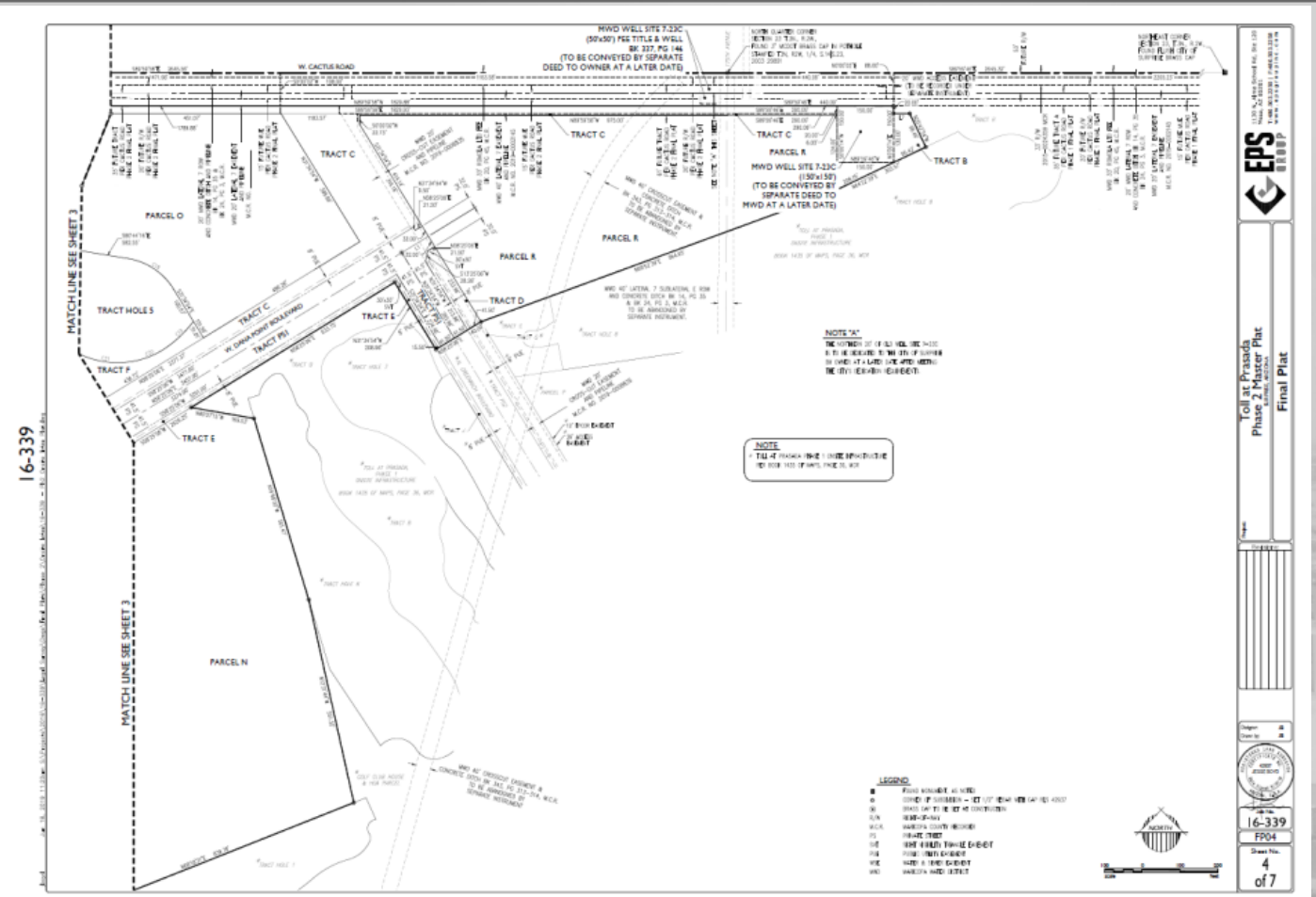
16-339
FP02
Sheet No. 2 of 7

16-339

FS19-061
Toll at Prasada
Phase 2 Master Plat

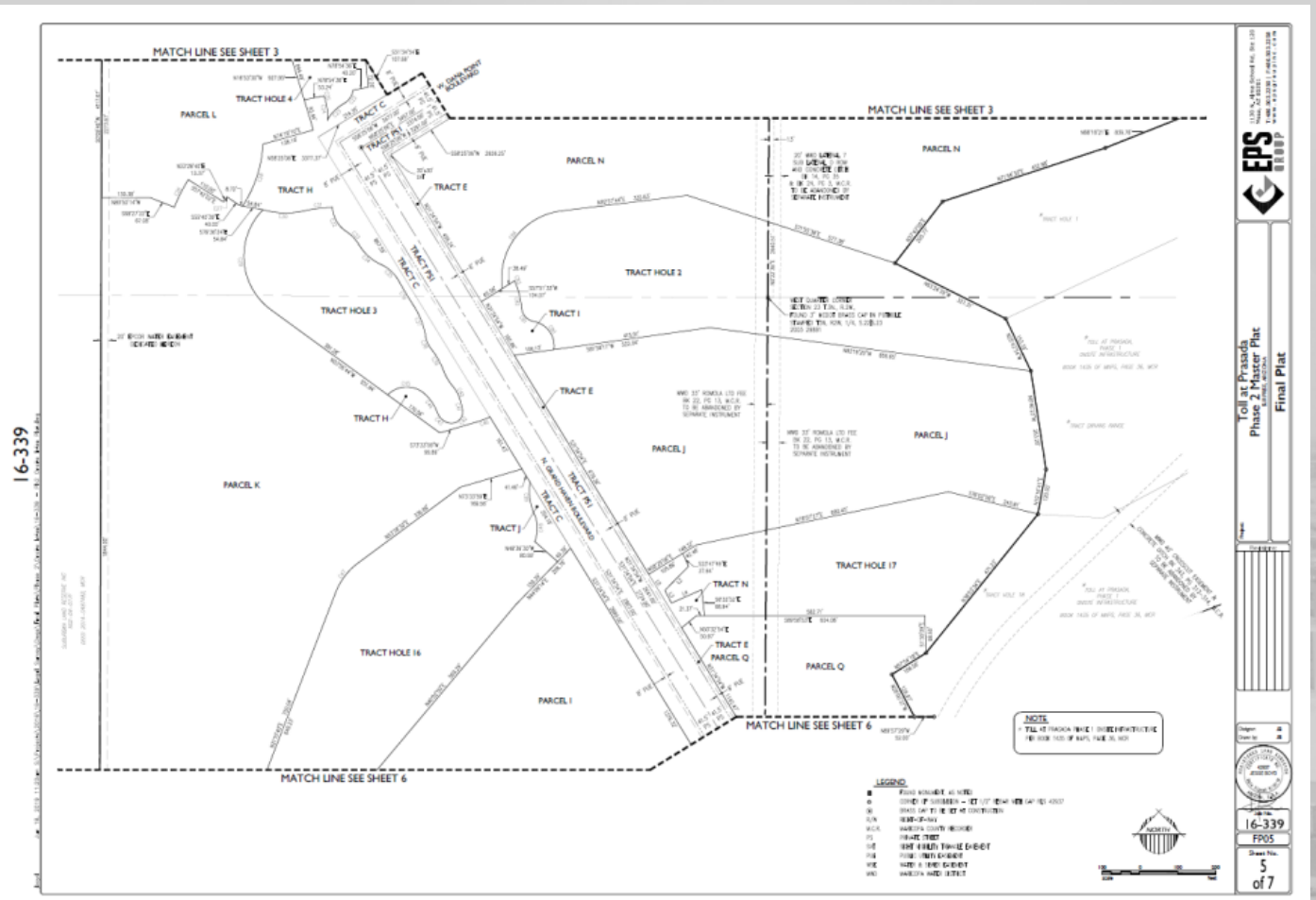


FS19-061
Toll at Prasada
Phase 2 Master Plat

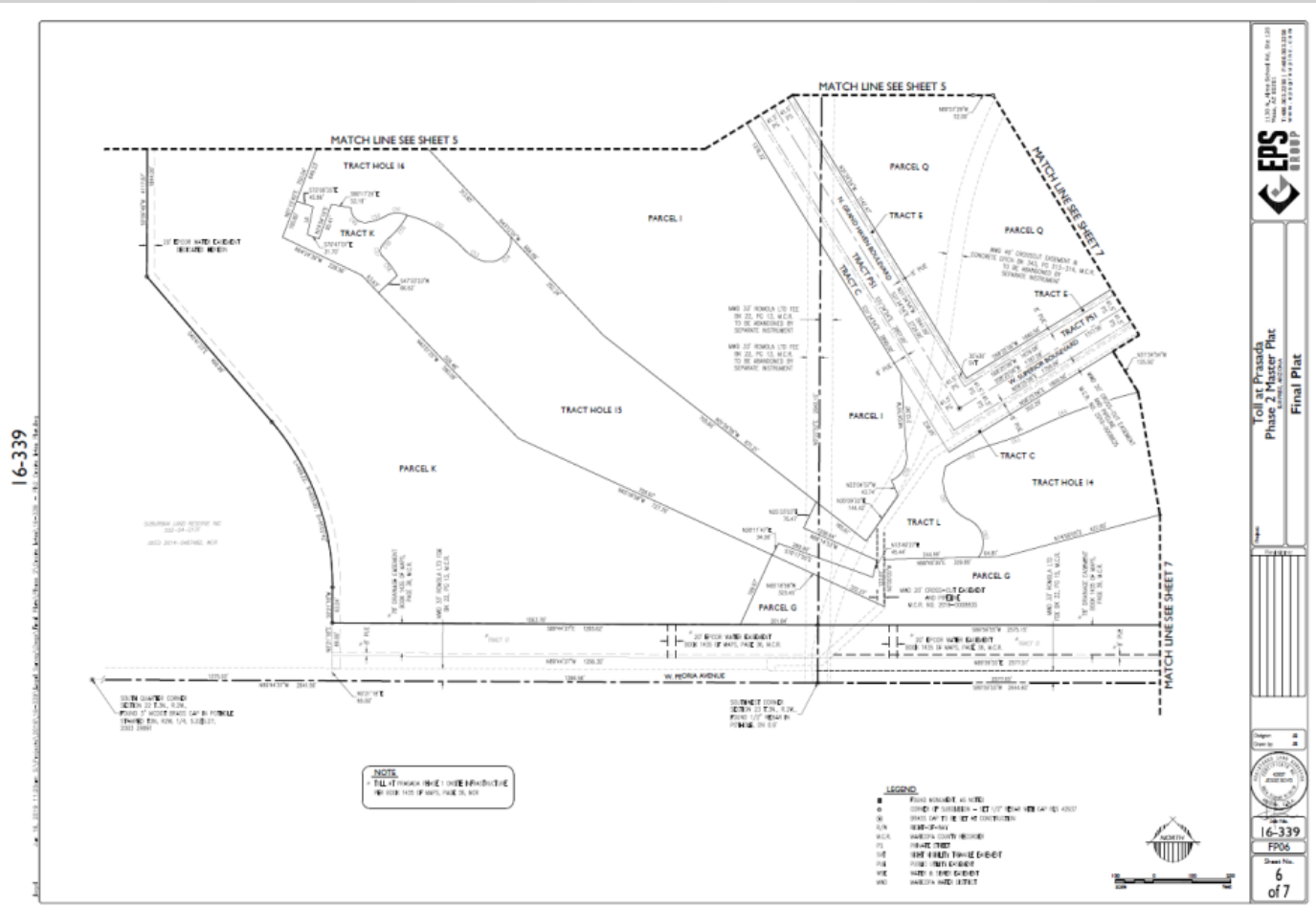


Toll at Prasada
Phase 2 Master Plat
Final Plat

FS19-061
Toll at Prasada
Phase 2 Master Plat

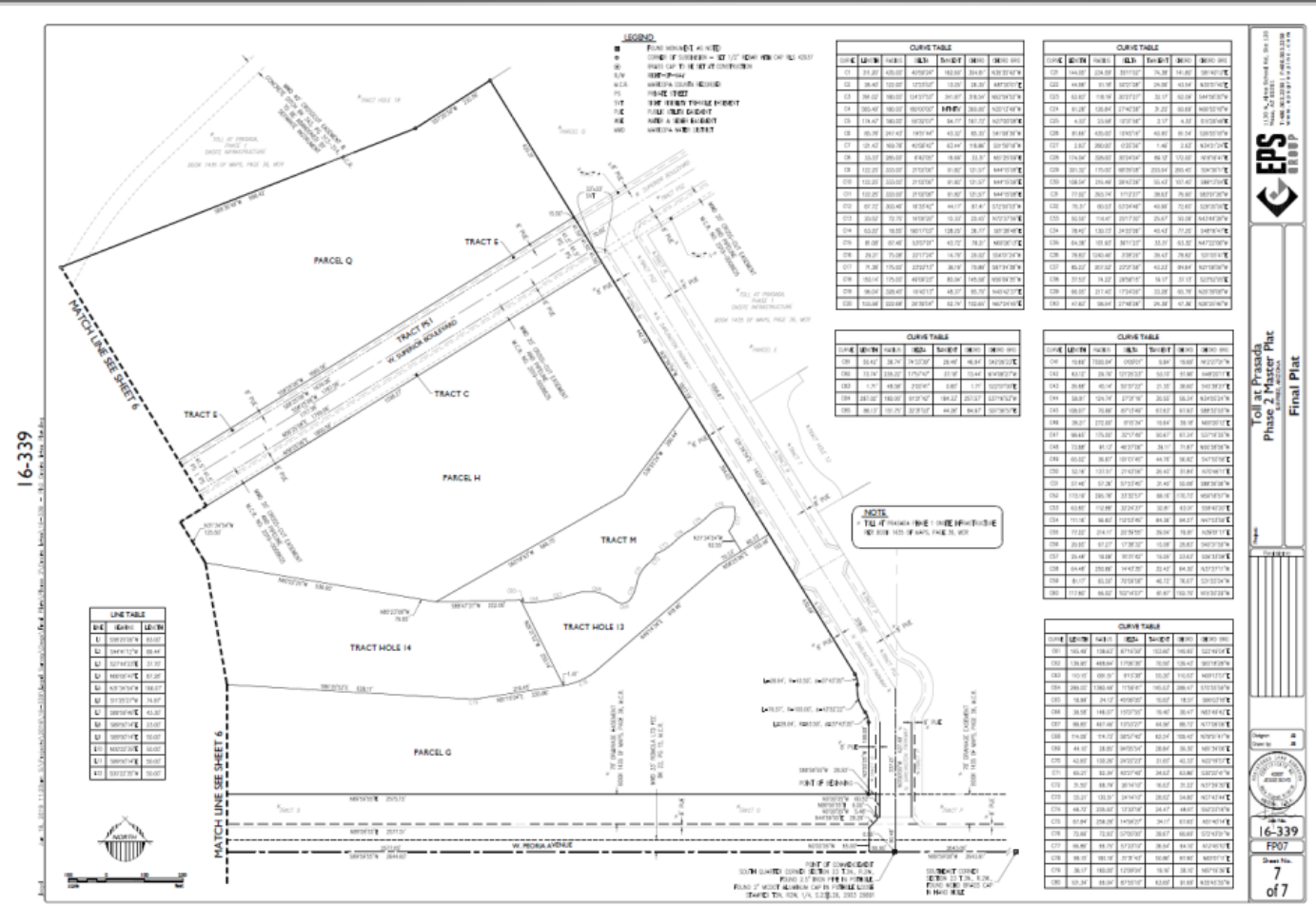


FS19-061
Toll at Prasada
Phase 2 Master Plat



FS19-061
Toll at Prasada
Phase 2 Master Plat

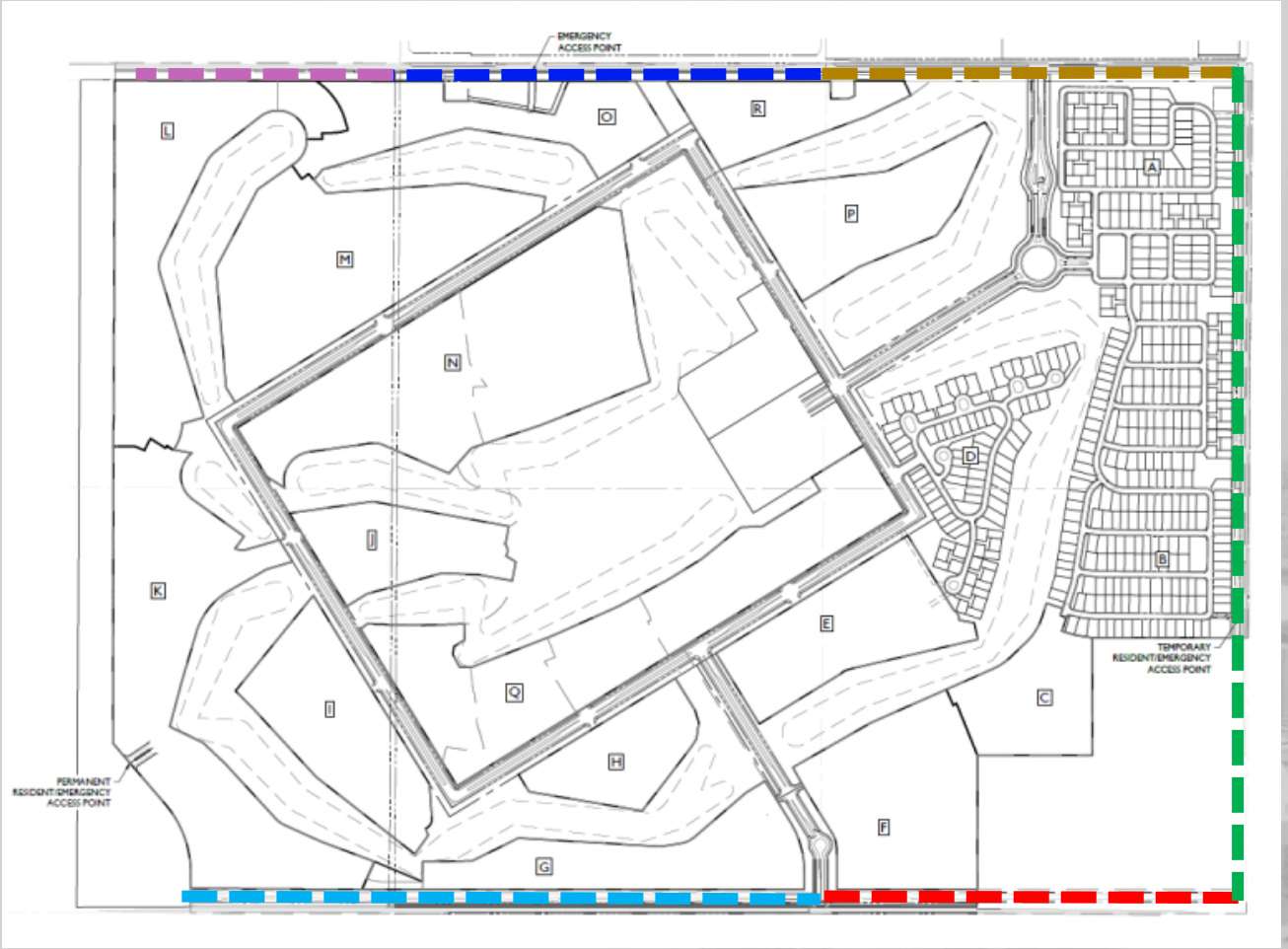
FS19-061
Toll at Prasada
Phase 2 Master Plat



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You


EMERGENCY ACCESS POINT
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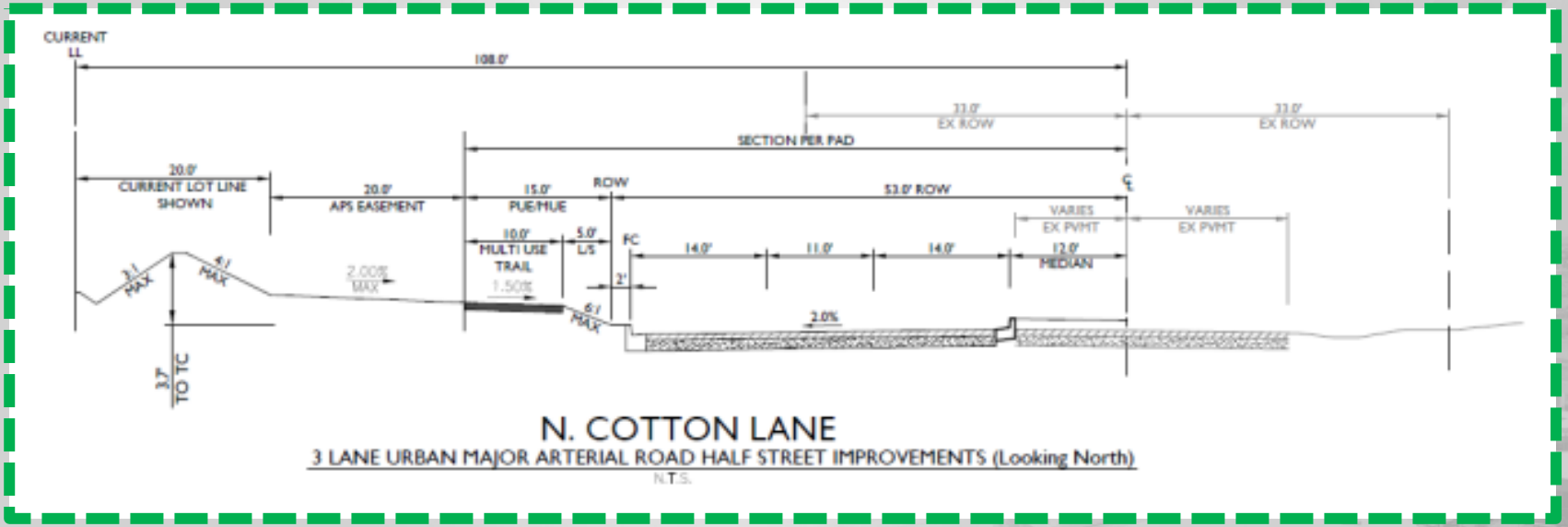
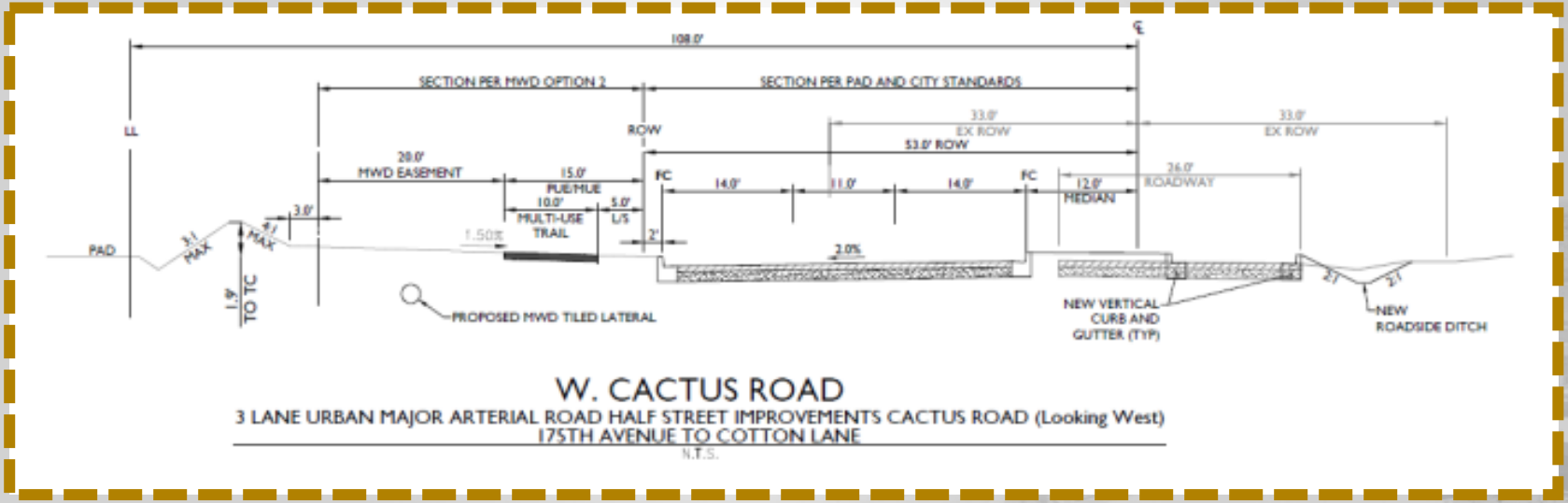


N. COTTON LANE

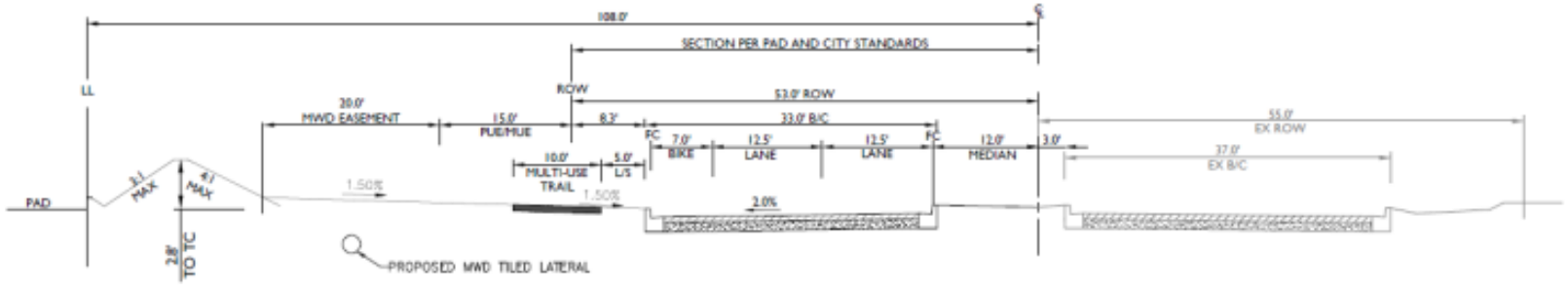
3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking North)

N.T.S.



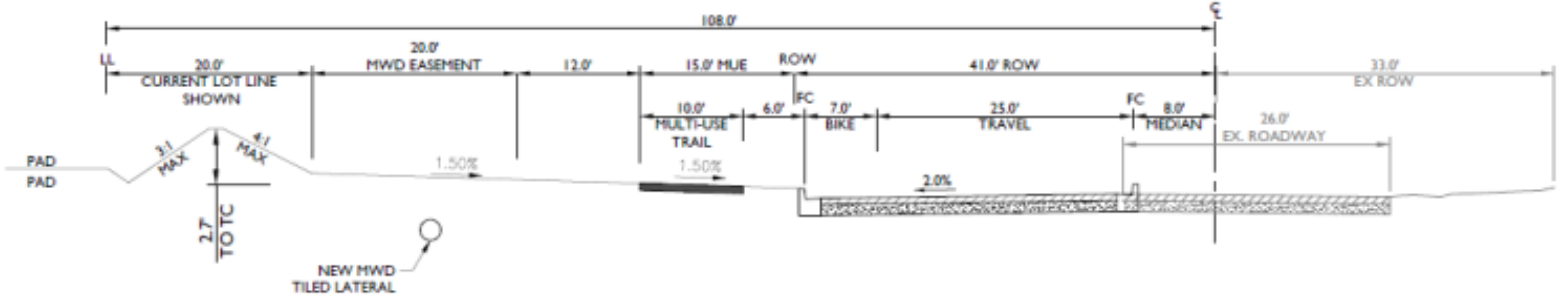
W. CACTUS ROAD

3 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
175TH AVENUE TO COTTON LANE
N.T.S.



W. CACTUS ROAD

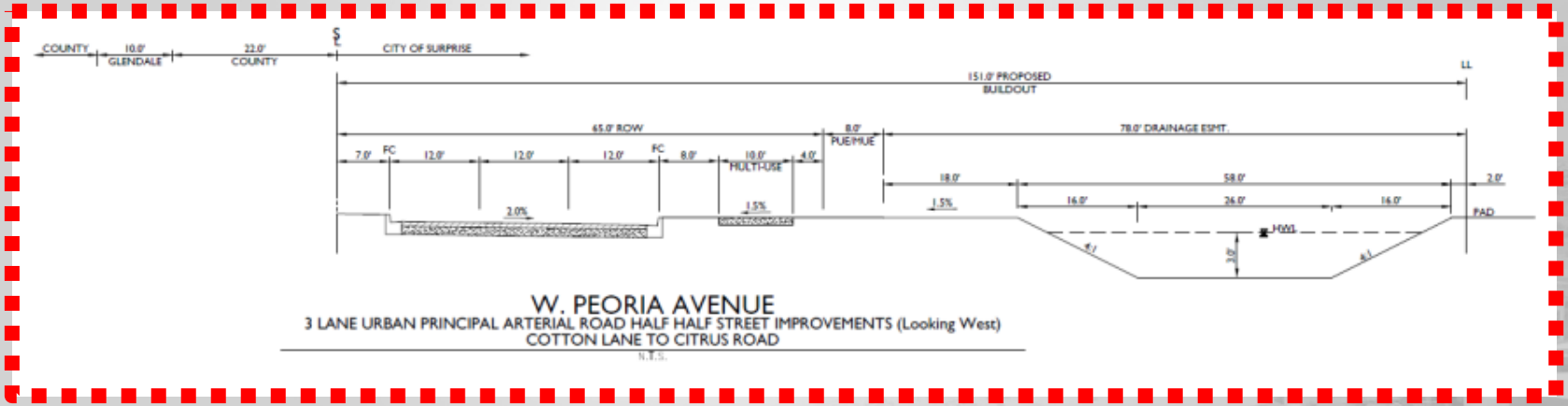
2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS CACTUS ROAD (Looking West)
MODIFIED TO HAVE A 12' MEDIAN
CITRUS ROAD TO 175TH AVENUE (SARAH ANN RANCH LIMITS)
N.T.S.



W. CACTUS ROAD

2 LANE URBAN MAJOR ARTERIAL ROAD HALF STREET IMPROVEMENTS (Looking West)
WEST OF CITRUS ROAD (MINOR ARTERIAL ROAD PER APPROVED PRASADA PAD)

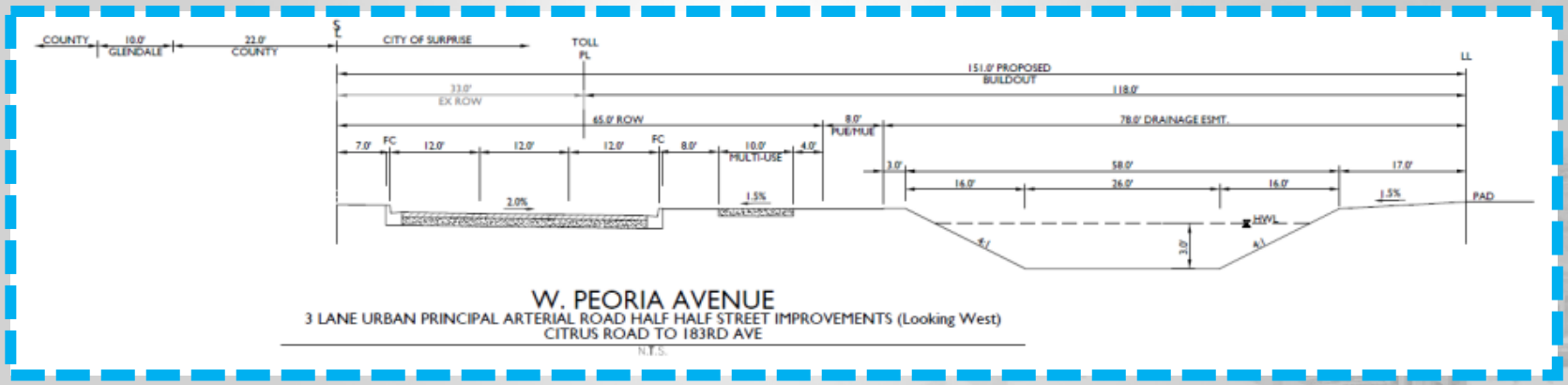
N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
COTTON LANE TO CITRUS ROAD

N.T.S.



W. PEORIA AVENUE

3 LANE URBAN PRINCIPAL ARTERIAL ROAD HALF HALF STREET IMPROVEMENTS (Looking West)
CITRUS ROAD TO 183RD AVE

N.T.S.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: ROBERT KUHFUSS
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Re-Plat of Skyway Lot 27A, a property generally located north of the northwest corner of Peoria Avenue and Solar Canyon Way.

Motion:
I move to approve the Plat entitled, "Re-Plat of Skyway Lot 27A" dated April 16, 2019.

Background:
Waldy Coronado of Westwood Professional Services, on behalf of U.S. Door and Building Components and Janus International, seeks approval of a Re-Plat of Lot 27A of Skyway Business Park to accommodate a 3-phase expansion of the existing Janus facility located at the northwest corner of Peoria Avenue and Solar Canyon Way. The proposed Re-Plat will create two (2) new parcels (Lot 27A-1 and Lot 27A-2). On June 20, 2019, the Planning and Zoning Commission approved a Major Site Plan Amendment for what will become Lot 27A-2 of this Re-Plat.

Objective Analysis:
The existing Janus manufacturing facility experienced significant growth in the last few years resulting in a parking issue. To remedy this condition, U.S. Door and Building Components acquired a portion of the neighboring Gestamp property to the north; however, in doing so, created a non-conforming lot. The subject Re-Plat seeks to remedy that condition.

Policy Compliant:
The requested Re-Plat is consistent with the Skyway Business Park PAD and advances the goals and policies of the General Plan.

Financial Impact:
The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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

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

ATTACHMENTS:

1. 00 FS19-002 Skyway Lot 27A Re-Plat 08-06-19 CC Staff Report
2. 01 FS19-002 Skyway Lot 27A Re-Plat Vicinity Map
3. 02 FS19-002 Skyway Lot 27A Re-Plat Case Map
4. 03 FS19-002 Skyway Lot 27A Re-Plat
5. 05 FS19-002 JSkyway Lot 27A Re-Plat 08-06-19 CC Presentation

SURPRISE
ARIZONA

FINAL RE-PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-002**
Project Name:	Skyway Lot 27A Re-Plat
Council District:	6 – Palo Verde
City Council Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

Owner:	U.S. Door and Building Components, LLC, et. al.
Applicant:	Westwood Professional Services, Inc.
Request:	Re-Plat of Lot 27A of Skyway Business Park
Site Location:	North of the Northwest Corner of Peoria Avenue and Solar Canyon Way
Site Size:	27.9 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known

Findings:

- The proposed Re-Plat is consistent with the Skyway Business Park PAD.
- The proposed Re-Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:	**Approval** of the requested Re-Plat will correct a non-conforming parcel and allow the expansion of an overcrowded manufacturing facility.
	Denial of the requested Re-Plat will allow a non-conforming parcel to remain.

Project Description:

Waldy Coronado of Westwood Professional Services, on behalf of U.S. Door and Building Components and Janus International, seeks approval of a Re-Plat of Lot 27A of Skyway Business Park to accommodate a 3-phase expansion of the existing Janus facility located at the northwest corner of Peoria Avenue and Solar Canyon Way. The proposed Re-Plat will create two (2) new parcels (Lot 27A-1 and Lot 27A-2). On June 20, 2019, the Planning and Zoning Commission approved a Major Site Plan Amendment for what will become Lot 27A-2 of this Re-Plat.

BACKGROUND:

June 6, 1997: The City Council approved the annexation of the subject property under Ordinance 97-11.

June 6, 1997: The City Council approved a Zone Change from R1-43 to I-1 for an area of land that included the subject property as well as the adjacent Janus site under Ordinance 97-10.

July 9, 1998: The City Council approved a Zone Change from I-1 to BP, I-1, and I-2 under Ordinance 98-12. This action included the subject site but did not alter its zoning.

July 28, 2005: The City Council approved the Skyway Business Park PAD under case PAD05-130.

January 13, 2006: The City Council approved the original Final Plat for Skyway Business Park. Said Final Plat was recorded under Book 808, Page 23 MCR.

August 12, 2010: The City Council approved a Re-Plat of Lot 27 of Skyway Business Park. Said Re-Plat was recorded under Book 1065, Page 40 MCR.

January 13, 2011: The City Council approved a Re-Plat of Lot 27B of Skyway Business Park. Said Re-plat was recorded under Book 1076, Page 19 MCR.

February 22, 2011: The City Council approved a Re-Plat of Lot 27A of Skyway Business Park Steel under case FS11-010.

May 2, 2011: Staff approved a Minor Site Plan Amendment for Gestamp Steel under Case FS11-070.

October 17, 2014: Staff administratively approved a Minor Site Plan Amendment for the Janus property under case FS14-203.

August 2, 2018: Staff met with the applicant to discuss the proposed Site Plan Amendment and Related Final Plat under case CR18-364.

January 2, 2019: The applicant filed a request for a Major Site Plan Amendment together with an Amended Final Plat under case FS19-002, the subject case.

June 20 2019: The Planning and Zoning Commission approved a Major Site Plan Amendment for Lot 27A-2 of the subject Re-Plat under case FS19-002.

Reviewing Agencies:

The subject request was routed to the standard city reviewing agencies, in addition to Maricopa County, Maricopa Water District, Luke Air Force Base, United States Postal Service, Dysart School District, Surprise Chamber of Commerce, Arizona Public Service, Maricopa Association of Governments, Cox Communications, Arizona Department of Transportation, and Southwest Gas who indicate no objections to the requests. The Flood Control District of Maricopa County states that a Flood Plain Use Permit or a CLOMR / LOMR will be required.

Discussion:

The existing Janus manufacturing facility experienced significant growth in the last few years resulting in a parking issue. To remedy this condition, U.S. Door and Building Components acquired a portion of the neighboring Gestamp property to the north; however, in doing so, created a non-conforming lot. The subject Re-Plat seeks to remedy that condition.

Summary:

The proposed Re-Plat meets the requirements of the Skyway Business Park PAD and the Municipal Code. The Re-Plat will also remedy a non-conforming parcel thereby allowing the expansion of the Janus facility. The reviewing agencies have expressed no objections to the approval of the Re-Plat.

Findings:

- The proposed Re-Plat is consistent with the Skyway Business Park PAD.
- The proposed Re-Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

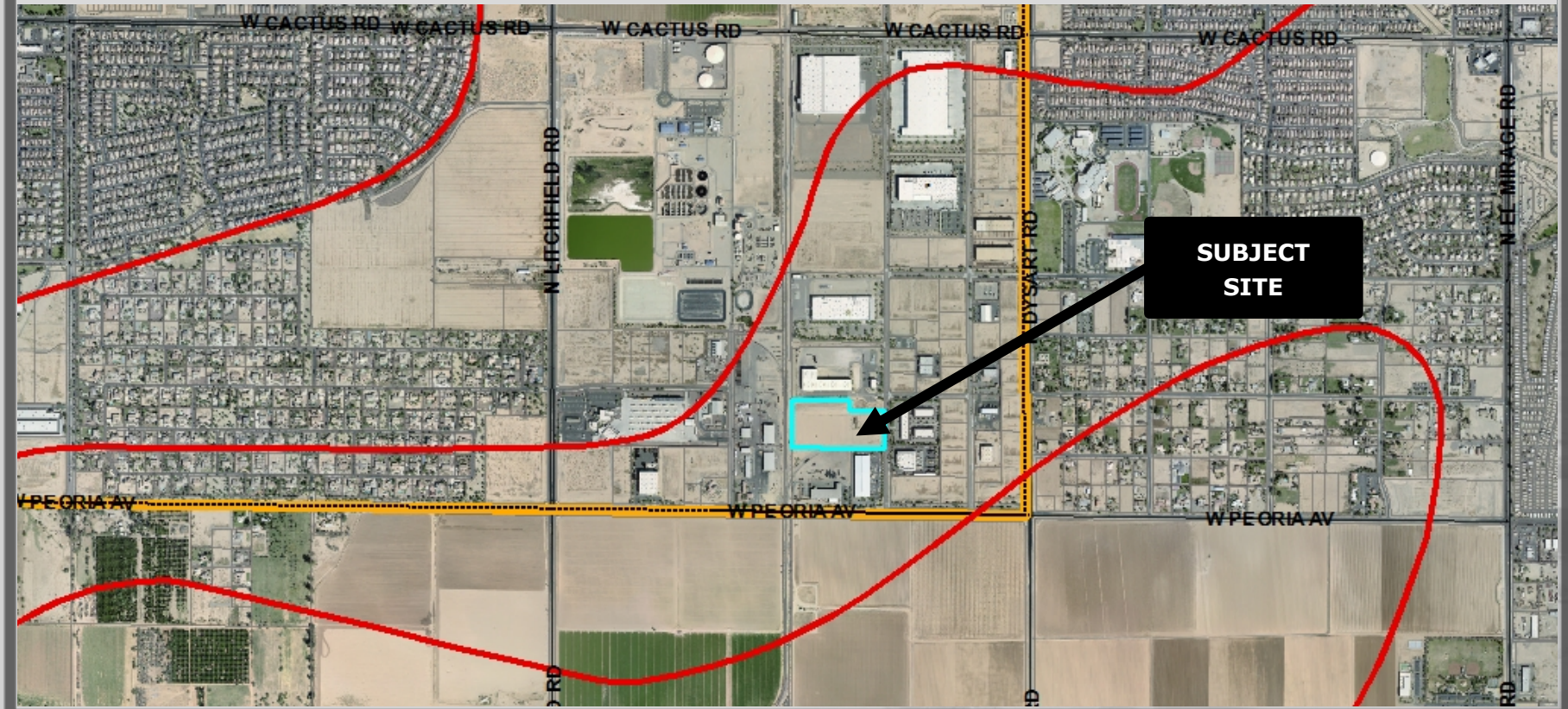
Alternative Actions:

Approval of the requested Re-Plat will correct a non-conforming parcel.

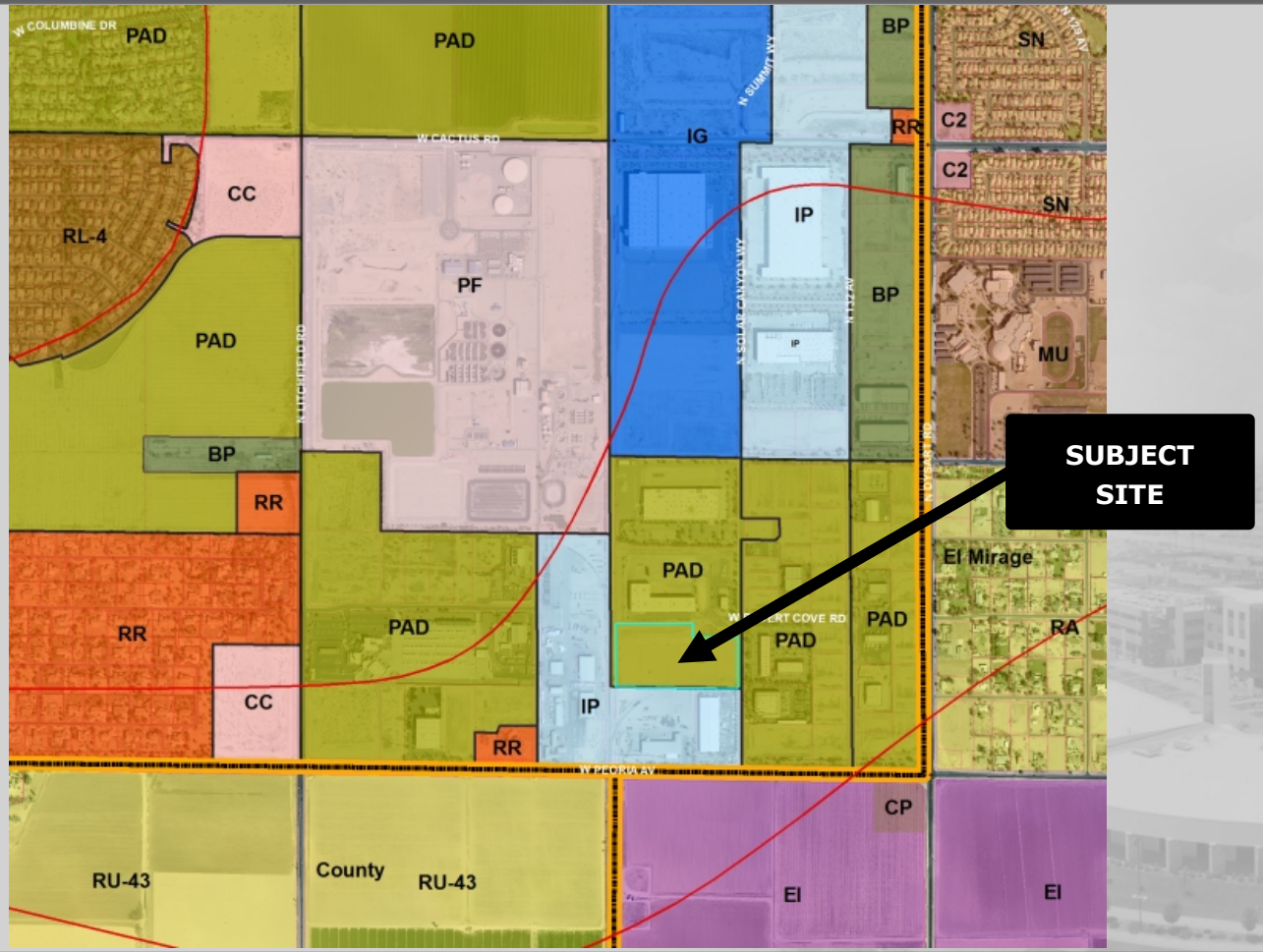
Denial of the requested Re-Plat will allow a non-conforming parcel to remain.

Attachments:
01 Vicinity Map
02 Case Map
03 Re-Plat

FS19-002
Skyway Lot 27A Re-Plat Vicinity Map



FS19-002
Skyway Lot 27A Re-Plat Case Map



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REPLAT OF

LOT 27A OF SKYWAY BUSINESS PARK

ALL OF LOT 27A OF SKYWAY BUSINESS PARK, BOOK 1082, PAGE 37, M.C.R., BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT U.S. DOOR & BUILDING COMPONENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND GESTAMP SOLAR STEEL U.S. INC, A DELAWARE CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "REPLAT OF LOT 27A OF SKYWAY BUSINESS PARK", BEING A REPLAT OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF LOT 27A OF SKYWAY BUSINESS PARK", AND HEREBY DECLARES THAT SAID PLAT SET FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT(S) CONSTITUTING THE SAME. EACH LOT(S) SHALL BE KNOWN BY THE NUMBER, LETTER, NAME, OR DESCRIPTION GIVEN EACH RESPECTIVELY ON THIS PLAT AS AND FOR THE PLAT.

THE OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER LINES AND WATER METERS AS SHOWN ON THIS PLAT, INCLUDING A CROSS-ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLE AND TO DEDICATE WATER/SEWER LINES/WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND UTILIZING THE WATER/SEWER LINES/WATER METERS.

THE OWNER HEREBY GRANTS TO THE CITY OF SURPRISE THE ULTIMATE OWNER PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

THE OWNER HEREBY GRANTS TO THE U.S. DEPARTMENT OF THE AIR FORCE AN AVIATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF. WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT 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 A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN GHE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

U.S. DOOR & BUILDING COMPONENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AS OWNER, HAVE HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF

MADISON CURTIS,

ITS MANAGER, THEREUNTO DULY AUTHORIZED THIS 3RD DAY OF JUNE, 2019 .

OWNER/AUTHORIZED SIGNER

GESTAMP SOLAR STEEL U.S. INC, A DELAWARE CORPORATION, AS OWNER, HAVE HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF

JUAN PRADERA ANGULO

ITS VP. of Aw. BDU, THEREUNTO DULY AUTHORIZED THIS 20th DAY OF MAY, 2019 .

OWNER/AUTHORIZED SIGNER

LEGAL DESCRIPTION

LOT 27A, PER THE REPLAT OF "LOT 27A OF SKYWAY BUSINESS PARK", RECORDED IN BOOK 1082, PAGE 37, MARICOPA COUNTY RECORDS.

NOTES

1. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
2. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE..
3. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
4. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
5. ALL RETENTION BASIN BASINS MUST DRAIN ANY STORM EVENT UP TO AND AN INCLUDING THE FIFTY-YEAR, TWENTY-FOUR HOUR STORM WITHIN THIRTY-SIX (36) HOURS. OWNER(S) OF ANY BASIN FAILING TO MEET THIS REQUIREMENT MUST TAKE CORRECTIVE ACTION TO BRING THE BASIN INTO COMPLIANCE.
6. ALL DRYWELLS ON THIS PROJECT SHALL BE MAINTAINED BY THE OWNER(S) AND ARE TO BE REPLACED BY THE OWNER(S) WHEN THEY CEASE TO DRAIN THE SURFACE WATER IN A THIRTY-SIX (36) HOUR PERIOD. REGULAR MAINTENANCE OF THE DRYWELL SILTING CHAMBER IS REQUIRED TO ACHIEVE THE BEST OPERATION OF THE DRYWELL.
7. ALL COMMERCIAL/INDUSTRIAL BUILDINGS SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE OR THE CHIEF OR THE FIRE CHIEF'S DESIGNEE.
8. ZONING FOR THIS PROPERTY IS PAD, PLANNED AREA DEVELOPMENT, PER PAD05-130 OR AS SUBSEQUENTLY AMENDED..
9. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
10. ALL ELECTRIC AND COMMUNICATION LINES SHALL BE PLACED UNDERGROUND.
11. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
12. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION, FORMED BY OWNERS.
13. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT 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.
14. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
15. SITE AREA:

GROSS: 1,213,520 SQ. FT. OR 27.86 ACRES
NET: 1,135,559 SQ. FT. OR 26.07 ACRES
LOT 27A-1: 650,172 SQ. FT. OR 14.93 ACRES
LOT 27A-2: 485,387 SQ. FT. OR 11.14 ACRES

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS 20th DAY OF May, 2019, Juan Pradera Angulo BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED Juan Pradera Angulo WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

Alyssa Sabin 5/20/19
NOTARY PUBLIC DATE

April 26th, 2019 2022
MY COMMISSION EXPIRES

ALYSSA SABIN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
April 26, 2022

SOUND ATTENUATION AND OVERFLIGHT LANGUAGE

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

RELEASE OF LIABILITY
U.S. DOOR & BUILDING COMPONENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND GESTAMP SOLAR STEEL U.S. INC, A DELAWARE CORPORATION, DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF ANY KIND 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 OVERFLIGHT FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGES SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSE BY THE OPERATION OF AIRCRAFT OF CRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOR RELEASE THE USAF FROM LIABILITY FOR DAMAGES 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(S) 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.

PURSUANCE TO A.R.S. 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710 WHEN APPLICABLE.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ___ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____, 2019.

BY:

_____
MAYOR DATE

ATTEST:

_____
CITY CLERK DATE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS 3RD DAY OF JUNE, 2019, MADISON CURTIS BEFORE ME, THE UNDERSIGNED,

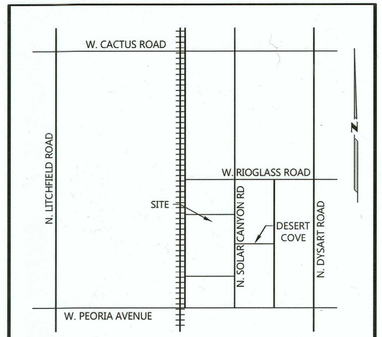
PERSONALLY APPEARED MADISON CURTIS WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

Alyssa Sabin 6/3/19
NOTARY PUBLIC DATE

April 26th, 2019 2022
MY COMMISSION EXPIRES

ALYSSA SABIN
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
April 26, 2022



VICINITY MAP
N.T.S.

PROJECT OWNER

U.S. DOOR & BUILDING COMPONENTS, LLC
13374 W. PEORIA AVENUE
SURPRISE, ARIZONA 85379
CONTACT: MADISON CURTIS
PHONE: (480) 616-1912

LAND SURVEYOR

WESTWOOD PROFESSIONAL SERVICES
6909 EAST GREENWAY PARKWAY, SUITE 250
SCOTTSDALE, ARIZONA 85254
CONTACT: MICHAEL A. BANTA, RLS
PHONE: (480) 747-6558
FAX: (480) 367-8025

SHEET INDEX

FP01 COVER SHEET, DEDICATION & NOTES
FP02 FINAL PLAT, LEGEND, TABLES

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22, T. 3N., R. 1W., G.&S.R.M. WHICH BEARS NORTH 89 DEGREES 11 MINUTES 57 SECONDS WEST, AS SHOWN ON THE REPLAT OF "LOT 27A OF SKYWAY BUSINESS PARK " RECORDED IN BOOK 1082, PAGE 37, MARICOPA COUNTY RECORDS.

UTILITIES

WATER, SEWER, FIRE, EMERGENCY	CITY OF SURPRISE
TELEPHONE	QWEST COMMUNICATION
ELECTRICITY	ARIZONA PUBLIC SERVICE
CABLE TV	COX COMMUNICATIONS
GAS	SOUTHWEST GAS
POLICE	CITY OF SURPRISE

FEMA DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN SHADED ZONE "X" 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 AREA PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD & ALSO WITHIN ZONE "A" DEFINED AS "WITHOUT BASE FLOOD ELEVATION (BFE) PER FIRM MAP NO. 04013C1680L DATED OCTOBER 16, 2013.

LAND SURVEY CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2019; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MICHAEL A. BANTA, RLS 04-16-2019
REGISTERED LAND SURVEYOR DATE

REGISTERED LAND SURVEYOR
38175
MICHAEL A. BANTA
DATE SIGNED 04-16-19
ARIZONA, U.S.A.

INITIAL ISSUE: ###
REV: ### REV: ### REV: ### REV: ###

DESIGNED: WPS
CHECKED: MAB
DRAWN: HTO
FIELD CREW:
FIELD WORK DATE:
SCALE: 1" = N/A HORIZONTAL
SCALE: 1" = N/A VERTICAL

Westwood
Phone (480) 747-6558 6909 East Greenway Parkway, Suite 250
Fax (480) 376-8025 Scottsdale, AZ 85254
westwoodps.com
Westwood Professional Services, Inc.

REPLAT OF
LOT 27A OF SKYWAY BUSINESS PARK
SURPRISE, ARIZONA

SHEET NUMBER: 1 OF 2
DATE: 04-16-2019
PROJ: 0014651

N:\0014651.00\DWG\SURVEY\BOUNDARY\WORKING\FINAL\0014651V-FP.DWG

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LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N89°11'57"W	30.00'
L2	S89°11'57"E	30.00'
L3	S0°48'03"W	56.65'
L4	N89°11'57"W	20.00'
L5	N0°48'03"E	27.63'
L6	N89°11'57"W	23.46'
L7	S0°48'03"W	23.50'
L8	N89°11'57"W	20.00'
L9	N0°48'03"E	23.50'
L10	N89°11'57"W	43.00'
L11	N0°48'03"E	20.00'
L12	S89°11'57"E	17.50'
L13	N89°11'57"W	17.00'
L14	N0°48'03"E	20.00'
L15	S89°11'57"E	37.00'
L16	S89°11'57"E	48.96'
L17	N0°48'03"E	29.02'
L18	N0°48'03"E	87.60'
L19	N89°11'57"W	16.00'
L20	N0°48'03"E	20.00'
L21	S89°11'57"E	16.00'
L22	N0°48'03"E	40.00'
L23	S89°11'57"E	20.00'
L24	S0°48'03"W	20.00'
L25	N0°48'03"E	10.00'
L26	S89°11'57"E	20.00'
L27	S0°48'03"W	10.00'
L28	S89°11'57"E	27.16'
L29	S0°07'51"E	20.00'
L30	N46°01'52"W	25.07'
L31	N0°07'51"W	61.58'
L32	N43°55'23"E	25.89'
L33	N0°07'51"W	19.28'
L34	N52°47'42"W	15.22'
L35	S0°07'51"E	74.47'
L36	N45°18'56"E	19.79'

CURVE TABLE						
CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	61.00'	106.96'	100°28'07"	73.30	S85° 18' 50"E	93.777
C2	39.00'	31.56'	46°22'12"	16.70	S67° 38' 13"W	30.709
C3	25.00'	38.85'	89°02'37"	24.59	N44° 39' 10"W	35.059

FOUND REBAR W/CAP 15573 CENTER SECTION 22 T3N, R1W, G&SRM

771.41' (R&M)

A.P.N. - 508-18-958
BOOK 1076, PAGE 19, M.C.R.
LOT 1, RIOGLASS SOLAR

FOUND BRASS CAP FLUSH

NW COR LOT 27A
FOUND REBAR
W/CAP 45834

NE COR LOT 27A
FOUND REBAR
W/CAP 45834

S89°10'41"E 1019.51'

FOUND REBAR W/CAP 45834

45.78'

C2

C1

FOUND REBAR W/CAP 45834

S89°10'41"E 873.05'

40' R.O.W. BK 1082, PG 37, M.C.R.

64.59'

S0°07'51"E 1336.64' (R&M)

FOUND REBAR W/CAP 45834

C3

SET REBAR TAG 38175

10' WATER LINE ESMT. BK 1082, PG 37, M.C.R.

20' SEWER ESMT. INS 97-0786082, M.C.R.

FEMA DESIGNATION LINE

30' R.O.W. BK. 808, PG.23, M.C.R.

30' R.O.W. BK. 808, PG.23, M.C.R.

SOLAR CANYON WAY

601.37'

LOT 27A-1

674.98'

S0°07'51"E 739.57'

A.P.N. - 510-03-748
SKYWAY BUSINESS PARK
BOOK 892, PAGE 14, M.C.R.
N/F H & K HOLDINGS TRUST

20' WATER LINE EASEMENT BK 1082, PG 37, M.C.R.

UTILITY EASEMENT DOC. 2011-0425915, M.C.R.

W. DESERT COVE RD.

SET REBAR TAG 38175

S89°11'57"E 654.51'

SET REBAR TAG 38175

N0°06'41"W 2634.81'
1156.40'

S0°07'51"E 92.80'

FOUND BRASS CAP FLUSH

174.21'

7.46'

L2

L27

L32

33.88'

L26

L28

20' WATER EASEMENT

L31

L29

SIDEWALK EASEMENT

43.74'

L30

20' SEWER ESMT. INS 97-0786082, M.C.R.

SET REBAR TAG 38175

S89°11'57"E 365.22'

SET REBAR TAG 38175

L2

L23

L24

L22

N89°11'57"W 337.51'

L25

L27

L26

S0°07'51"E 1297.67'

SOLAR CANYON WAY

80' RAILROAD

S89°11'57"E 236.57'

20' WATER EASEMENT DEDICATED HEREON

N89°11'57"W 148.43'

SIDEWALK EASEMENT

1" = 60' ft.

A.P.N. - 501-43-037
121 E. 6TH ST LOS ANGELES CA 90014
N/F CALIF ARIZ & SANTAICE CO

509.25'

ZONE "A" ZONE "X"

LOT 27A-2

LOT 27A-2
AREA:11.1429 ACRES OR
485,387 SQ.FT.

LOT 27A-2

30' R.O.W. BK. 808, PG.23, M.C.R.

30' R.O.W. BK. 808, PG.23, M.C.R.

A.P.N. - 509-18-965
SKYWAY CONDOMINIUM
BOOK 1102, PAGE 39, M.C.R.
N/F JSBT LLC

N0°48'03"W 170.83'

N0°48'03"W 298.42'

355.12'

S0°07'51"E 416.46'

416.46'

L15

L14

L13

L21

L20

L19

L18

L36

SIDEWALK EASEMENT

L35

115.46'

L34

L33

DETAIL "A"

L12

L16

N89°11'57"W 181.69'

L6

L10

L3

L9

L7

L5

3.69'

L8

L4

335.90'

660.31'

FOUND REBAR W/ NO CAP

N0°48'03"E 122.89'

N0°48'03"E 142.89'

20' WATER EASEMENT DEDICATED HEREON

N89°11'57"W 181.69'

20' WATER EASEMENT DEDICATED HEREON

N89°11'57"W 181.69'

SIDEWALK EASEMENT

L11

L12

L16

L17

L10

L9

SEE DETAIL "A"

FOUND REBAR AFFIXED CAP 38175

335.90'

L1

2.00'

FOUND REBAR W/CAP 45835

660.31'

N89°11'57"W 1019.89'

FOUND REBAR W/ NO CAP

335.90'

L1

707.00'

A.P.N. - 501-43-002N
N/F CONCRETE REINFORCEMENTS INC

A.P.N. - 501-43-002T
N/F JANDOOR (MULTI) LLC

707.0

1050.14'
N89°11'57"W 2626.99' (R&M)
(BASIS OF BEARING)

1576.85' (R&M)

S 1/4 CORNER SEC 22
T3N, R1W, G&SRM;
FOUND BRASS CAP FLUSH

W. PEORIA AVENUE

FOUND BRASS CAP IN HANDHOLE

SE CORNER SEC 22
T3N, R1W, G&SRM;
FOUND BRASS CAP
IN HANDHOLE

LEGEND

	PROPERTY LINE
	RIGHT OF WAY LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	FEMA DESIGNATION LINE
○	FOUND SURVEY MONUMENT AS NOTED
●	SET SURVEY MONUMENT 1/2" REBAR W/CAP 38175
⊡	SURVEY MONUMENT IN HANDHOLE
⊙	SURVEY MONUMENT FLUSH
BK.	BOOK
PG.	PAGE
(R&M)	RECORD & MEASURED
(R)	RECORD
(M)	MEASURED
R.O.W.	RIGHT OF WAY
M.C.R.	MARICOPA COUNTY RECORDER OFFICE
A.P.N.	ASSESSOR PARCEL NUMBER
INS.	INSTRUMENT

N:\0014651.00\DWG\SURVEY\BOUNDARY\WORKING\FINAL\0014651V-FP.DWG

INITIAL ISSUE:
REV': ##### REV': ##### REV': ##### REV': #####

DESIGNED: WPS
CHECKED: MAB
DRAWN: HTO
FIELD CREW:
FIELD WORK DATE:
SCALE: 1" = 60' HORIZONTAL
SCALE: 1" = N/A VERTICAL

Westwood
Phone (480) 747-6558
Fax (480) 376-8025
6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
westwoodps.com
Westwood Professional Services, Inc

REPLAT OF
LOT 27A OF SKYWAY BUSINESS PARK
SURPRISE, ARIZONA

REGISTERED LAND SURVEYOR
38175
MICHAEL A. BANTA
DATE SIGNED 04-16-19
ARIZONA, U.S.A.

SHEET NUMBER: 2 OF 2
DATE: 04-16-2019
PROJ: 0014651

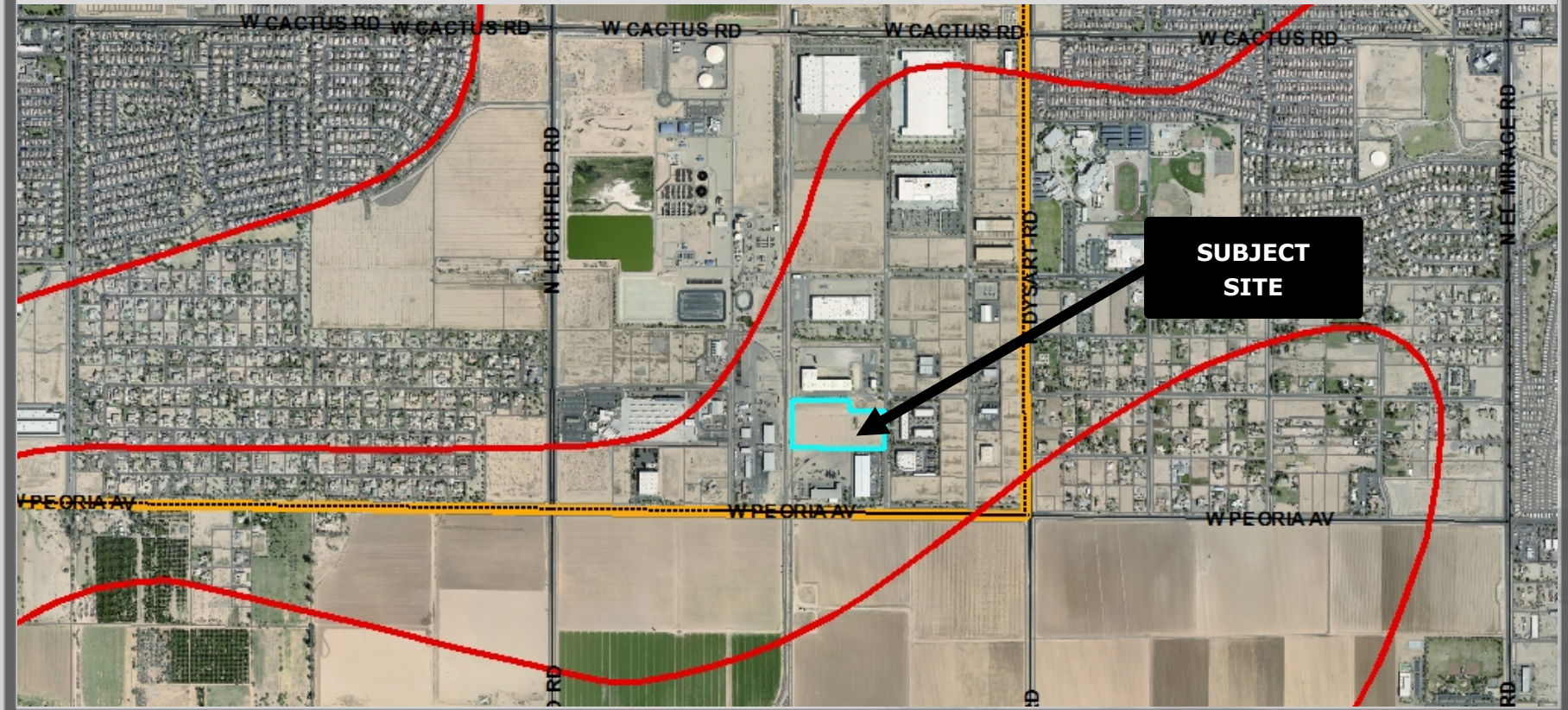
SURPRISE
ARIZONA

City Council

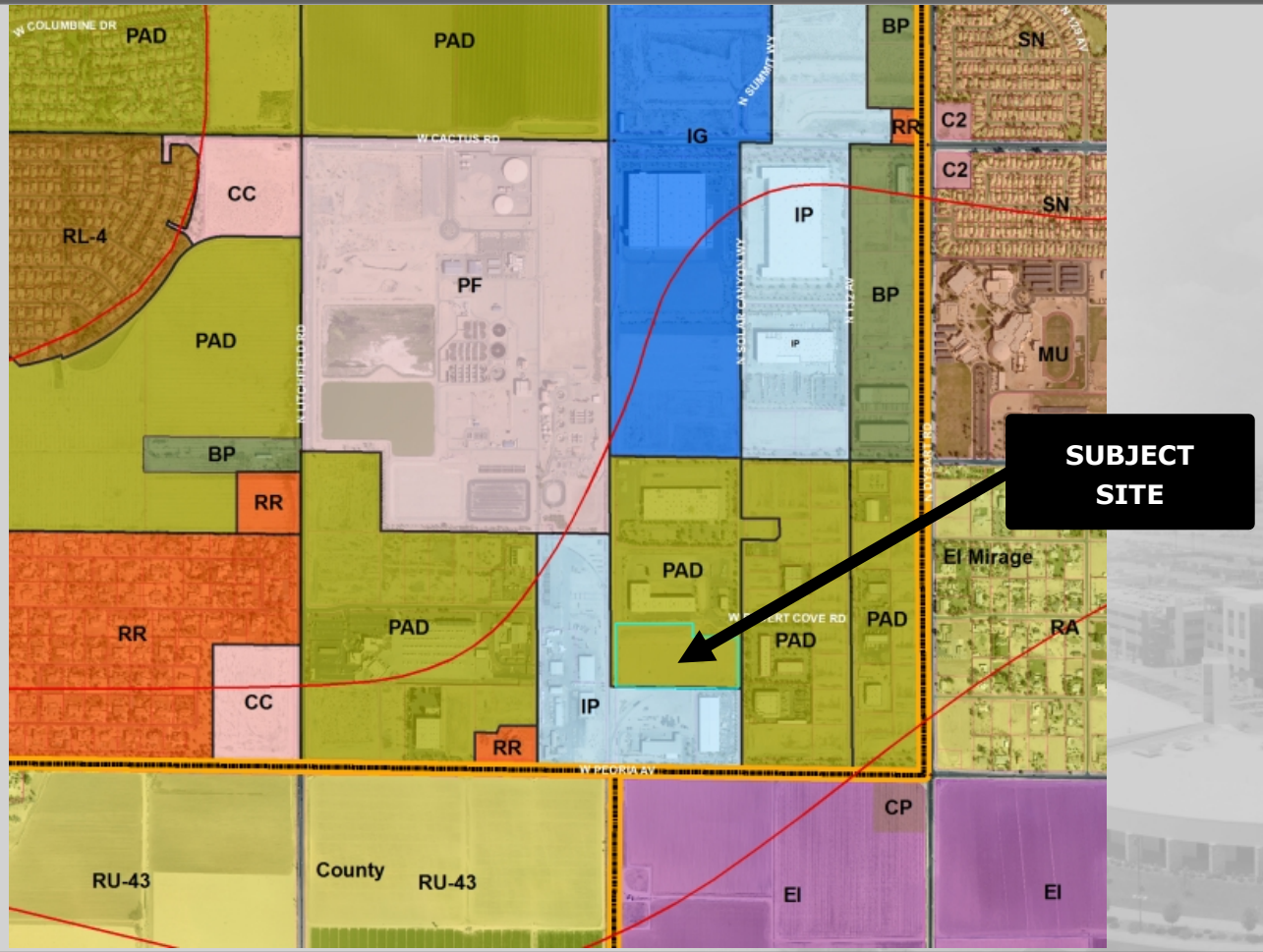
August 6, 2019

FS19-002 Janus Expansion Major Site Plan Amendment

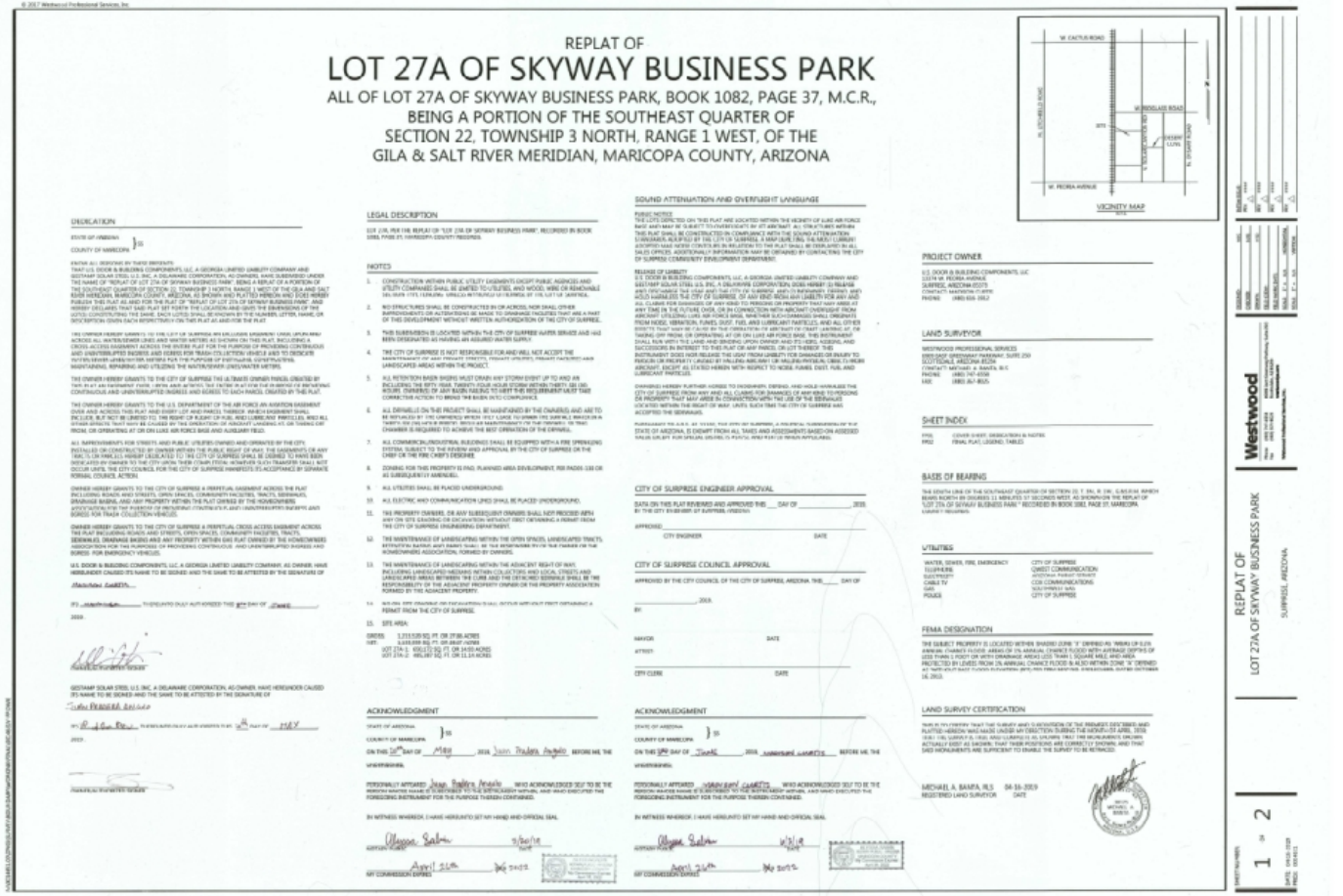
FS19-002
Skyway Lot 27A Re-Plat Vicinity Map



FS19-002
Skyway Lot 27A Re-Plat Case Map



FS19-002
Skyway Lot 27A Re-Plat



REPLAT OF

LOT 27A OF SKYWAY BUSINESS PARK

ALL OF LOT 27A OF SKYWAY BUSINESS PARK, BOOK 1082, PAGE 37, M.C.R.,
BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE
GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

LEGAL DESCRIPTION

NOTES

SOUND ATTENUATION AND OVERFLIGHT LANGUAGE

CITY OF SURPRISE ENGINEER APPROVAL

CITY OF SURPRISE COUNCIL APPROVAL

ACKNOWLEDGMENT

ACKNOWLEDGMENT

VICINITY MAP

PROJECT OWNER

LAND SURVEYOR

SHEET INDEX

BASIS OF BEARING

UTILITIES

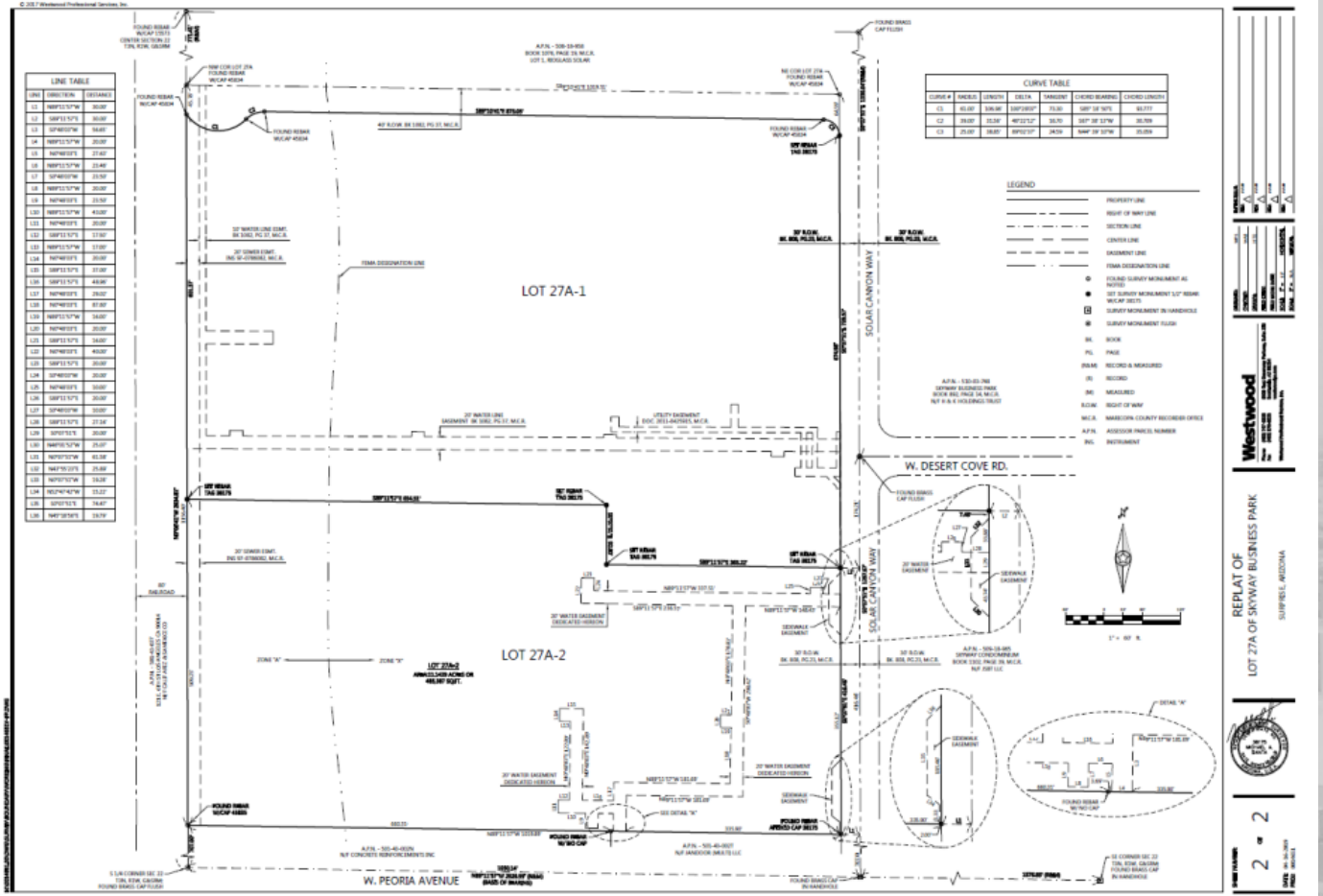
FEMA DESIGNATION

LAND SURVEY CERTIFICATION

REPLAT OF LOT 27A OF SKYWAY BUSINESS PARK SURPRISE, ARIZONA

1 OF 2

Page 353 of 839



FS19-002
Skyway Lot 27A Re-Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations: None

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Agenda Wording:
Consideration and action on a shared parking agreement between the City of Surprise and the Housing Authority of Maricopa County.

Motion:
I move to approve the Shared Parking Agreement between the City of Surprise and the Housing Authority of Maricopa County.

Background:
On 12/7/18, the City and the Housing Authority of Maricopa County (HAMC) entered into an Intergovernmental Agreement for Affordable Housing in Surprise, to facilitate the lease of property to HAMC and a sublease of the same property by HAMC to Heritage at Surprise, LLC, for the purpose of developing a 100-unit affordable housing complex. The property is located behind the Surprise Senior Center. Construction of the project required demolition of a portion of the Senior Centers existing parking lot which required a shared parking agreement between the parties.

Objective Analysis:
This Agreement sets forth the Parties' respective rights to shared use of up to 32 parking spaces situated on the Leased Parcel, for use by visitors to and users of the City Senior Center.

Policy Compliant:
This agreement is consistent with City and Council policies.

Financial Impact:
There is no anticipated financial impact related to this item.

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

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

ATTACHMENTS:

1. Heritage Shared Parking Agreement

WHEN RECORDED, RETURN TO:

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

SHARED PARKING AGREEMENT

This Shared Parking Agreement ("Agreement") is entered into and is effective this ___ day of_____, 2019 (the "Effective Date"), by and between the City of Surprise , an Arizona municipal corporation ("City"), and the Housing Authority of Maricopa County, an agency of Maricopa County, Arizona ("HAMC"). City and HAMC may also be referred to individually as a "Party" or collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the Parties have entered into that certain "Intergovernmental Agreement Between Housing Authority of Maricopa County and the City of Surprise for Affordable Housing in Surprise, Arizona Known as 'Heritage at Surprise'" dated December 7, 2018" (the "IGA") to facilitate the lease of certain City real property to HAMC and a sublease of the same property by HAMC to Heritage at Surprise, LLC, a Wisconsin limited liability company ("Project Owner") for the purpose of developing affordable housing in the City of Surprise; and

WHEREAS, this Agreement is in furtherance of Section 11(C) of the IGA; and

WHEREAS, the Parties have entered into a Ground Lease dated December 14, 2018 (the "Lease") for the real property located in Surprise, Arizona owned by the City which is legally described on Exhibit A attached hereto (the "Leased Parcel"), pursuant to which the City leases the Leased Parcel to HAMC for development of a 100-unit affordable housing project known as "Heritage at Surprise" ("Project"), which Lease is evidenced by a Memorandum of Ground Lease recorded with the Office of the Maricopa County, Arizona Recorder as Doc. No. 20180920182; and

WHEREAS, pursuant to a Ground Sublease dated December 14, 2018 (the "Sublease") from HAMC to Project Owner, Project Owner subleases the Leased Parcel and is developing and will own the Project, which Sublease is evidenced by a Memorandum of Ground Sublease recorded with the Office of the Maricopa County, Arizona Recorder as Doc. No. 20180920183; and

WHEREAS, the Leased Parcel is depicted on Exhibit C as "Proposed Parcel 1"; and

WHEREAS, the City is also the owner of certain real property located in Surprise, Arizona described on Exhibit B and depicted on Exhibit C as "Proposed Parcel 2" (the "City Property"), which is currently improved with, and operated as, the City of Surprise Senior Center (the "City Senior Center"); and

WHEREAS, this Agreement sets forth the Parties' respective rights to shared use of up to 32 parking spaces situated on the Leased Parcel, for use by visitors to and users of the City Senior Center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Permittees. The word "Permittees" shall mean visitors to the City Senior Center.

1.2 Parking Area. The word "Parking Area" shall mean the area on the Leased Parcel which is depicted on Exhibit D.

1.3 Parking Space(s). The phrase "Parking Space" shall mean one of the shared vehicle parking spaces located in the Parking Area. "Parking Spaces" shall mean more than one Parking Space.

2. Easement Benefiting City; Use of Parking Area. HAMC hereby grants to the City, for so long as the City operates the City Senior Center at the City Property, for the benefit and use of Permittees only, a non-exclusive easement over, upon, across, and through the Parking Area for access to and for the non-exclusive use of the Parking Spaces within the Parking Area, as well as for pedestrian and vehicular ingress and egress to and from the Parking Spaces. Parking may only occur in striped Parking Spaces within the Parking Area, and parking by Permittees shall only be permitted during the City Senior Center's normal operating hours of 8:00 a.m. to 4:00

p.m. Monday thru Friday, when such Parking Spaces are reasonably available and not occupied by other users, including residents of the Project. Notwithstanding anything to the contrary in this Agreement, the Parties agree that it shall not be a default if Parking Spaces are not available to Permittees and that neither HAMC nor Project Owner have agreed that the Parking Spaces will be available at the times specified. Further, the Parties agree that the Parking Spaces shall, at all times, be subject to use by Project Owner, its tenants and their guests and invitees.

3. Nature of Easements and Rights Granted.

3.1 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

3.1.1 Create equitable servitudes upon the Leased Parcel in favor of the City only for so long as the City operates the City Senior Center. The easements and other terms of this Agreement shall terminate automatically on the sale or other conveyance of the City Property to a party other than the City or, upon a change in use of the City Property to any use other than the City Senior Center unless expressly agreed to by HAMC and any ground sub-lessee of the Leased Parcel;

3.1.2 Constitute covenants running with the Leased Parcel for so long as this Agreement is in effect; and

3.1.3 Bind every person or entity having any fee, leasehold or other interest in any portion of the Leased Parcel at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.2 Transfer of Title. The acceptance of any transfer or conveyance of title from either Party of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

3.2.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

3.2.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying Party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

4. Maintenance, Insurance, and Taxes. The Parties shall continue to be responsible for and pay all costs associated with maintenance, insurance, and taxes, including, without limitation, real estate taxes and special assessments, applicable to their respective properties as set forth in the Lease, regardless of the easements and

interests granted or created by this Agreement, unless otherwise altered by an amendment to the Lease executed between City and HAMC, or their respective successors in interest.

4.1 Parking Space Maintenance. The Parking Spaces shall be maintained by HAMC in a manner that remains reasonably free of defects and remains serviceable for the intended use of vehicle parking.

5. Liability Insurance. Each Party shall**,** at its sole cost and expense, obtain, maintain, and keep in full force and effect, commercial general liability insurance with a combined single limit for bodily injury and property damage of at least $2,000,000.00 for each claim, with an aggregate limit of no less than $5,000,000.00, insuring against all liability of the Party and its authorized representatives arising out of and in connection with use of the Parking Spaces, or that of the Parties' respective Permittees.. Each Party shall provide the other with certificates evidencing such insurance policies prior to entry onto the property for the purposes herein stated. Further, a Party shall not assign or delegate any of its rights hereunder or permit any contractor, subcontractor, or materialman to enter upon the other Party's Property for any purpose unless such person or entity is duly licensed, bonded, and insured to the extent hereinabove set forth. Each Party shall maintain evidence on file of said policies and shall provide such evidence to the other Party upon request.

6. Cross-Indemnification. Each Party shall defend, indemnify and hold the other and all of its employees or agents (but not any other Permittees) harmless from any and all claims, demands, or liability arising from alleged acts or omissions by that Party or its employees or agents (but not any other Permittees), or claimed negligent maintenance, construction, or dangerous condition of the Parking Area or the Parking Spaces.

7. Non-Disturbance. Each Party shall accommodate and not disturb the activities on, or adjacent to, the other Party's Property, as well as the activities of each Party's contractors, subcontractors, employees, agents, representatives, and any other invitees or licensees on the other Party's Property.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if sent via facsimile. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

If to HAMC: Housing Authority of Maricopa County
ATTN: Executive Director
8910 North 78th Avenue
Peoria, Arizona 85345

With a copy to: Maricopa County Attorney's Office
ATTN: Bruce White, Esq.
222 North Central Avenue, Suite 1100
Phoenix, Arizona 85004

With a copy to: Heritage at Surprise, LLC
c/o Gorman & Company, LLC
200 North Main Street
Oregon, WI 53575
Attn: President

If to City: City of Surprise ATTN:
City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With a copy to: City of Surprise City Attorney's Office
ATTN: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ 85374

9. Termination. Unless terminated by mutual agreement of the Parties or by conveyance or change in use set forth in Section 3.1.1, this Agreement shall remain in effect during the duration of the Lease. If the Lease is terminated or expires, this Agreement shall terminate immediately and without notice. If the Lease is terminated upon purchase of the Leased Parcel by HAMC or its successor in interest, this Agreement shall remain in effect until terminated by the Parties upon mutual agreement in writing or by conveyance or change in use set forth in Section 3.1.1.

10. General Provisions.

10.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto and recorded.

10.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

10.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

10.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

10.6 Recording. After execution, this Agreement shall be recorded in the Office of the County Recorder of Maricopa County, Arizona.

10.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action. The exclusive remedies for enforcement of this Agreement shall be specific performance and injunction. No money damages may be sought or recovered against either Party.

10.8 No Merger. Except as set forth in Section 9, the Parties agree that the real estate doctrine of merger shall not be applied to extinguish the easements in favor of either Party at any time while this Agreement is in effect.

10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

10.10 Cancellation for Conflict of Interest. This Agreement is subject to A.R.S. § 38-511.

Signatures appeal on following pages

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Surprise, Arizona

By: _____
Mayor

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this ___ day of _____, 2019, by _____, the Mayor of the City of Surprise, Arizona, as its authorized representative.

_____
Notary Public
My commission expires:
_____

Housing Authority of Maricopa County, Arizona

By:_____
Name:_____
Its:_____

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of Housing Authority of Maricopa County, Arizona, as its authorized representative.

_____
Notary Public
My commission expires:
_____

Exhibit A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST MARKED BY A 3 INCH BRASS CAP FLUSH, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING MARKED BY A 2 INCH BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST 2659.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST 695 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS EAST 30 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NASH STREET, BEING MARKED BY A ONE-HALF INCH CAPPED REBAR STAMPED 42137 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 31 MINUTES 53 SECONDS EAST 474.23 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF RIMROCK STREET; THENCE SOUTH 00 DEGREES 05 MINUTES 53 SECONDS EAST 276.42 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST 474.63 FEET TO THE EAST RIGHT OF WAY LINE OF SAID NASH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS WEST 276.49 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

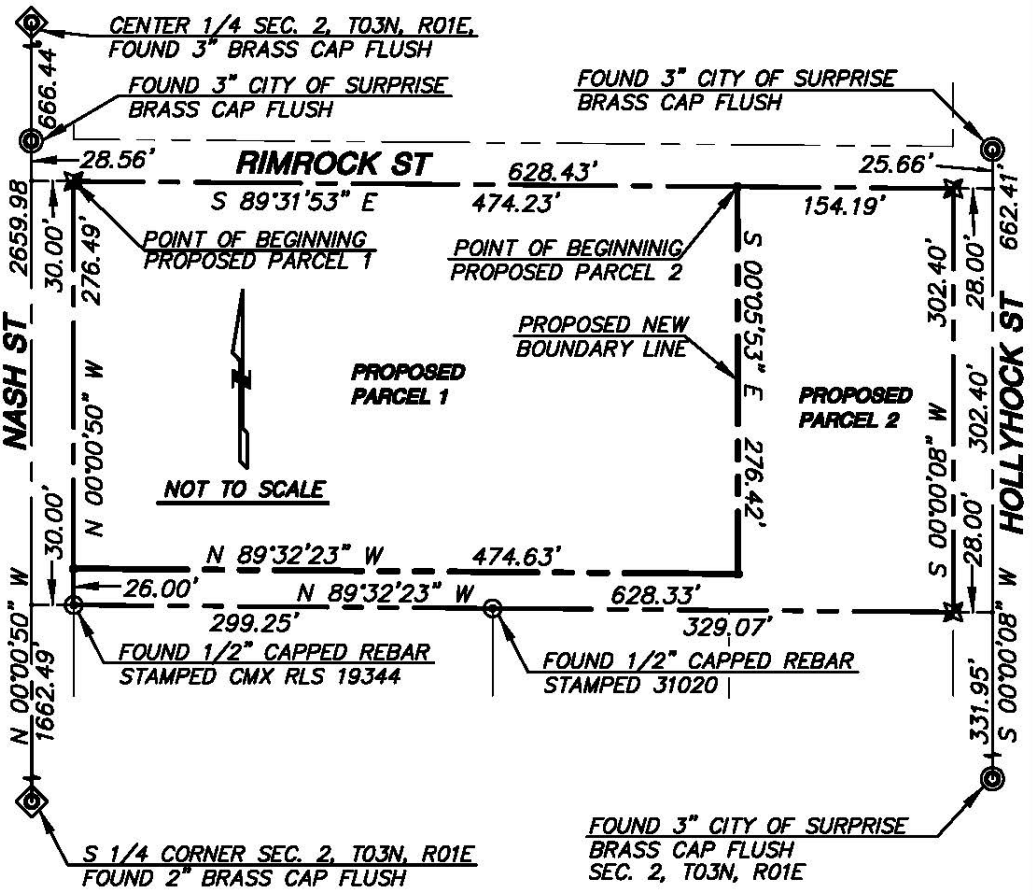
Exhibit B

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST MARKED BY A 3 INCH BRASS CAP FLUSH, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING MARKED BY A 2 INCH BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST 2659.98 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, 695.00 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 53 SECONDS EAST 30 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NASH STREET, BEING MARKED BY A ONE-HALF INCH CAPPED REBAR STAMPED 42137; THENCE CONTINUING SOUTH 89 DEGREES 31 MINUTES 53 SECONDS EAST 474.23 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF RIMROCK STREET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 31 MINUTES 53 SECONDS EAST 154.19 FEET ALONG SAID RIGHT OF WAY LINE TO A ONE-HALF INCH CAPPED REBAR STAMPED 42137 AND THE WEST RIGHT OF WAY LINE OF HOLLYHOCK STREET; THENCE SOUTH 00 DEGREES 00 MINUTES 08 SECONDS WEST 302.40 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A ONE-HALF INCH CAPPED REBAR STAMPED 42137; THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST 329.07 FEET TO A ONE-HALF INCH CAPPED REBAR STAMPED 31020; THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST 299.25 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID NASH STREET BEING MARKED BY A ONE-HALF INCH CAPPED REBAR STAMPED CMX RLS 19344; THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS WEST 26.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 474.63 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 53 SECONDS WEST 276.42 FEET TO THE POINT OF BEGINNING.

Exhibit C

PROPOSED PARCELS AT 15832 N. HOLLYHOCK STREET



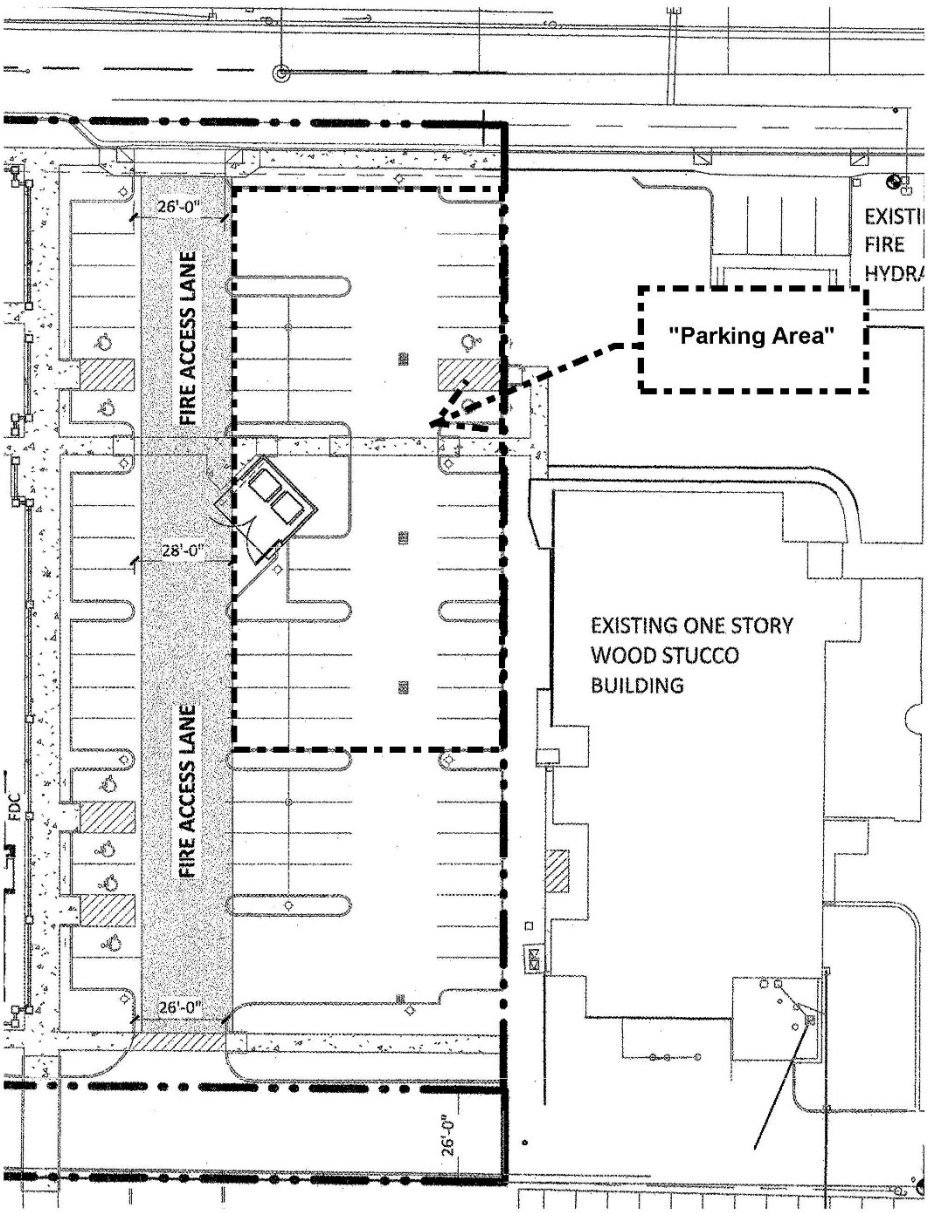
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 8/24/18
ARIZONA, U.S.A.

SUPERIOR
SURVEYING SERVICES, INC.

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

DATE: 8/24/18 | JOB NO.: 180444

Exhibit D


26'-0"
FIRE ACCESS LANE
28'-0"
FIRE ACCESS LANE
26'-0"
26'-0"
FDC
"Parking Area"
EXISTING ONE STORY
WOOD STUCCO
BUILDING

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Public Works
Staff Recommendations: None

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

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

Agenda Wording:
Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Desert Oasis Lancer 5A, 5B, and 14A Lighting Improvement District, pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution # 2019-91.

Motion:
I move to approve Resolution # 2019-91.

Background:
The Desert Oasis Lancer 5A, 5B, and 14A was formed in 2014 (Resolution 2006-91). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. Two hundred and fifty (estimated) new lights are proposed within this enlargement which are local and collector roads and will be billed to the Desert Oasis Lancer 5A, 5B, and 14A.

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 enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

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 ratio of the new lights to existing lights is very small.

Budget Impact:

This is an enlargement of an existing SLID, therefore no impact to the budget is anticipated. A separate fund for this District is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2019-91 Expansion of Desert Oasis SLID 19.7.18 final
2. 02 SLID Petition
3. 03 DO-Ph-1_Parcel-L3_Streetlights
4. 03 DO-Ph-1_Parcel-L4A_Streetlights
5. 03 DO-Ph-1_Parcel-L4B_Streetlights
6. 04 Desert Oasis L3, L4A, and L4B City Council Map

RESOLUTION # 2019-91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE "CITY OF SURPRISE, ARIZONA DESERT OASIS LANCER 5A, 5B, AND 14A LIGHTING IMPROVEMENT DISTRICT" DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on July 13, 2006, the Mayor and City Council of the City of Surprise adopted Resolution No. 2006-91, ordering the formation of the City of Surprise, Arizona Desert Oasis Lancer 5A, 5B, and 14A Lighting Improvement District", (the "District") for the purpose of purchasing electricity for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to enlarge the boundaries of a street lighting improvement district ("SLID") when proper notice has been given to the owners of the real property that will be added to the SLID;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to order the creation or enlargement of a SLID without notice when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

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

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

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

Section 1. *District Enlargement*. The City of Surprise, Arizona City of Surprise, Arizona Desert Oasis Lancer 5A, 5B, and 14A Lighting Improvement District shall be enlarged by the addition of the property described in Exhibit A and Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2020/2021 will apply to the District as enlarged by this Resolution.

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

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

June 19, 2019

LEGAL DESCRIPTION FOR
DESERT OASIS
PHASE 1 SLID

That part of the West half of Section 35, Township 5 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Aluminum cap marking the West Quarter Corner of said Section 35, from which the G.L.O. Brass cap marking the Northwest Corner of said Section 35 bears North 00°16'25" East, a distance of 2,640.98 feet;

Thence North 00°16'25" East, along the West line of the Northwest Quarter of said Section 35, a distance of 847.48 feet;

Thence South 89°46'40" East, departing said West line, a distance of 112.03 feet;

Thence South 51°12'37" East, a distance of 27.60 feet to a point on a 55.00 foot radius non-tangent curve, whose center bears South 51°12'37" East;

Thence Northeasterly, along said curve, through a central angle of 53°30'59", a distance of 51.37 feet;

Thence North 00°13'20" East, a distance of 120.04 feet;
Thence South 89°46'40" East, a distance of 1,574.39 feet;
Thence South 00°13'20" West, a distance of 240.00 feet;

Thence South 67°14'00" East, a distance of 26.82 feet to a point on the Westerly right-of-way line for 175th Avenue as recorded in Book 819 of Maps, Page 49, Records of Maricopa County, Arizona;

Thence along said Westerly right-of-way line the following courses:

Thence South 30°40'10" West, a distance of 50.00 feet;

Thence South 59°19'50" East, a distance of 16.27 feet to the beginning of a tangent curve of 20.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of 53°37'15", a distance of 18.72 feet;

Thence South 05°42'45" East, a distance of 1,244.57 feet to the beginning of a tangent curve of 20.00 foot radius, concave Northwesterly;

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928

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Thence Southwesterly, departing said Westerly right-of-way line along said curve, through a central angle of 95°57'43", a distance of 33.50 feet;

Thence North 89°44'54" West, a distance of 170.55 feet;

Thence South 00°16'21" West, a distance of 50.00 feet to a point on a 20.00 foot radius non-tangent curve, whose center bears South 00°33'59" West;

Thence Southeasterly, along said curve, through a central angle of 83°19'35", a distance of 29.09 feet;

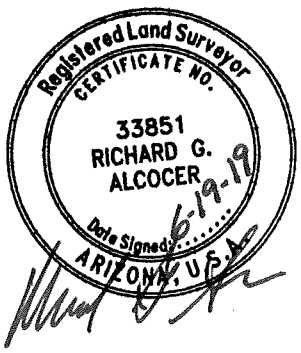
Thence South 05°42'37" East, a distance of 107.53 feet to a point on the Northerly line of Desert Oasis parcel L5B recorded in Book 822 of Maps, Page 47, Records of Maricopa County, Arizona;

Thence North 89°43'39" West, along said Northerly line, a distance of 1,599.39 feet;

Thence North 44°54'37" West, departing said Northerly line, a distance of 207.64 feet to a point on the West line of the Southwest Quarter of said Section 35;

Thence North 00°16'09" East, along said West line, a distance of 632.56 feet to the True Point of Beginning.

Containing 3,145,849 Square Feet or 72.219 Acres, more or less.



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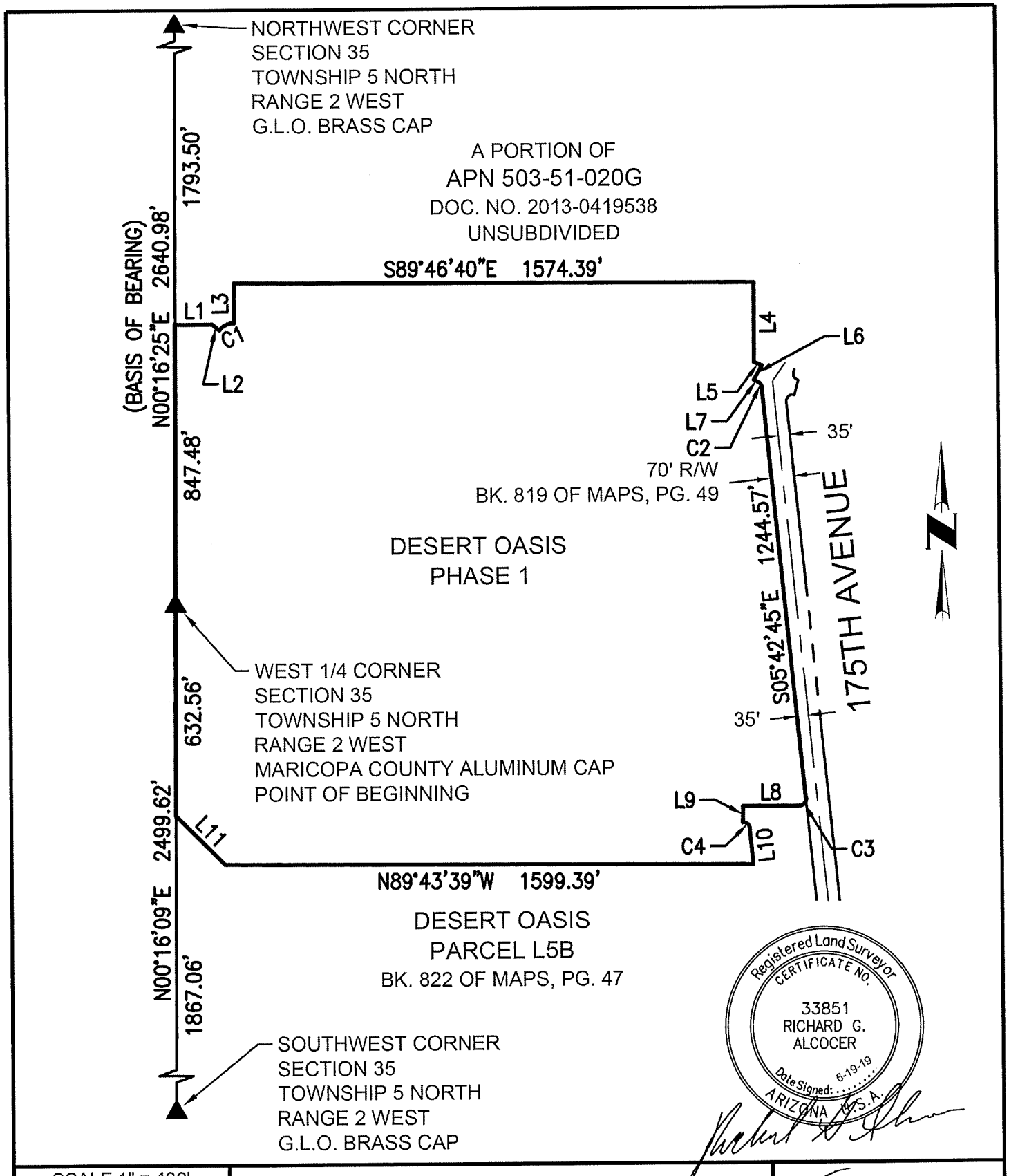

SCALE 1" = 400'	DESERT OASIS	CVL CONSULTANTS CELEBRATING 60 YEARS
EXHIBIT B	PHASE 1 SLID EXHIBIT	1 OF 2
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com		

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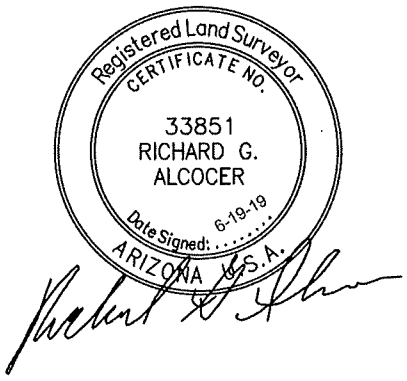
CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	51.37'	55.00'	053°30'59"	27.73'	49.52'	N65°32'52"E
C2	18.72'	20.00'	053°37'15"	10.11'	18.04'	S32°31'17"E
C3	33.50'	20.00'	095°57'43"	22.20'	29.72'	S42°16'11"W
C4	29.09'	20.00'	083°19'35"	17.80'	26.59'	S47°46'13"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°46'40"E	112.03'
L2	S51°12'37"E	27.60'
L3	N00°13'20"E	120.04'
L4	S00°13'20"W	240.00'
L5	S67°14'00"E	26.82'
L6	S30°40'10"W	50.00'
L7	S59°19'50"E	16.27'
L8	N89°44'54"W	170.55'
L9	S00°16'21"W	50.00'
L10	S05°42'37"E	107.53'
L11	N44°54'37"W	207.64'

LEGEND

APN	ASSESSOR PARCEL NUMBER
BK.	BOOK
G.L.O.	GENERAL LAND OFFICE
PG.	PAGE
R/W	RIGHT OF WAY



N.T.S.

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

DESERT OASIS

PHASE 1 SLID EXHIBIT

CVL CONSULTANTS
CELEBRATING 60 YEARS

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DESERT OASIS
PHASE I SLID

The date and time is
6/19/2019 10:41 AM

* FILEPATH / NAME:
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BOUNDARY

N00°16'24.9421" E 847.48

S89°46'40.2764" E 112.03

S51°12'37.2527" E 27.60

RB = S51°12'37.2527" E
R = 55.00
A = 51.37
C = 49.52
CB = N65°32'52.3317" E
D = 53°30'59.1687"
T = 27.73
RB = N02°18'21.9160" E

N00°13'19.7236" E 120.04

S89°46'40.2764" E 1,574.39

S00°13'19.7236" W 240.00

S67°13'59.5310" E 26.82

S30°40'09.9421" W 50.00

S59°19'50.0579" E 16.27

RB = S30°40'04.9161" W
R = 20.00
A = 18.72
C = 18.04
CB = S32°31'17.4005" E
D = 53°37'15.3669"
T = 10.11
RB = N84°17'20.2830" E

S05°42'44.7430" E 1,244.57

RB = S84°17'19.4670" W
R = 20.00
A = 33.50
C = 29.72

CB = S42°16'10.8415" W
D = 95°57'42.7491"
T = 22.20
RB = S00°15'02.2161" W

N89°44'53.5739" W 170.55

S00°16'20.9421" W 50.00

RB = S00°33'58.9186" W
R = 20.00
A = 29.09
C = 26.59
CB = S47°46'13.4944" E
D = 83°19'35.1740"
T = 17.80
RB = N83°53'34.0926" E

S05°42'37.0579" E 107.53

N89°43'39.0579" W 1,599.39

N44°54'37.0579" W 207.64

N00°16'09.3493" E 632.56
to

Area = 3,145,849 72.219 AC

Closing course: 35°07'59.0241" 0.004578

Misclosure: 1/1,000,000+

North Error: 0.003744
East Error: 0.002634

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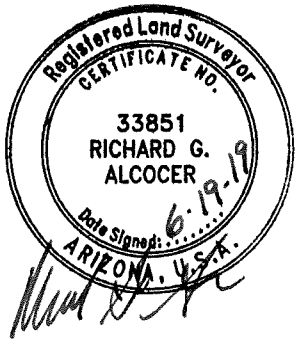


STREET LIGHT IMPROVEMENT DISTRICT PETITION

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

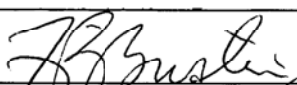
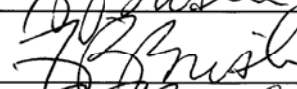
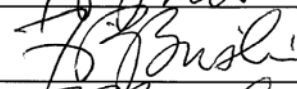
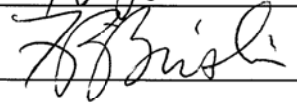
It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to enlarge the existing District, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements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

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

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

The name of the existing street light improvements district to be enlarged:
Desert Oasis Lancer 5A5B14A

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Metro Oasis, LLLP – Tim Brislin	North of Jomax & West of 171 st Avenue	503-51-020J	
Metro Oasis, LLLP – Tim Brislin	North of Jomax & West of 171 st Avenue	503-51-020K	
Metro Oasis, LLLP – Tim Brislin	North of Jomax & West of 171 st Avenue	503-51-020M	
Metro Oasis, LLLP – Tim Brislin	North of Jomax & West of 171 st Avenue	503-51-020N	

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)

				CHARGES	
	Lumen	Watts	kWh	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

				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

					CHARGES	
		Lumen	Watts	kWh	Investment by Company	Investment by Others
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

	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
	33,000 LPS	180	90	$39.01	$18.33
FROZEN COBRA ROADWAY	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
	30,000 HPS	250	99	$16.72	$12.35
FROZEN COBRA ROADWAY	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
	8,000 FL	100	38	$18.53	$5.43
FROZEN DECORATIVE TRANSIT	9,500 HPS	100	41	$39.95	$11.96
	16,000 HPS	150	69	$39.72	$13.36
	30,000 HPS	250	99	$45.74	$17.26
FROZEN FLOOD	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
	36,000 MH	400	159	$28.89	$19.76
FROZEN Colonial Gray	8,000 FL	100	38	$19.97	$5.64

FROZEN

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

II. POLES

				CHARGES	
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	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

II POLES (cont)

				CHARGES	
			Height	Investment by Company	Investment by Others
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

FROZEN

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

III. ANCHOR BASE

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

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

FROZEN

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

Step 1 Determination of Charges for each Charge Type

Charge Type	Monthly Charge		Cost Inputs		PV Factor		Monthly Fixed Charge Rate
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.518%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.296%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%

Charge Type	Monthly Charge		kWh Input		$/kWh
6	Generation	=	kWh per month	x	0.06760
7	T&D, RCS, SB	=	kWh per month	x	0.02738

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

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

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.

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.

DESERT OASIS
PARCEL L3 STREETLIGHT PLANS
SURPRISE, ARIZONA

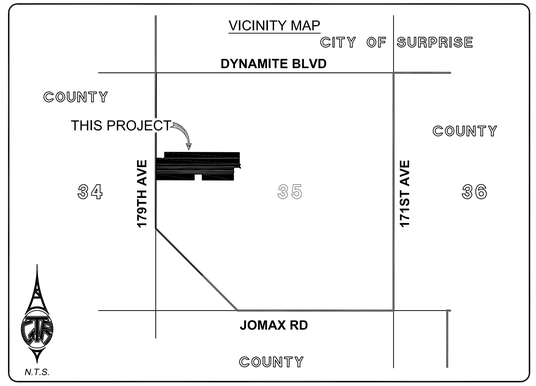
A PORTION OF LAND LOCATED IN THE NORTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA

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

INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ STREET LIGHT LAYOUT
4 ~ PHOTOMETRICS
5 ~ PHOTOMETRICS



ENGINEERS NOTES

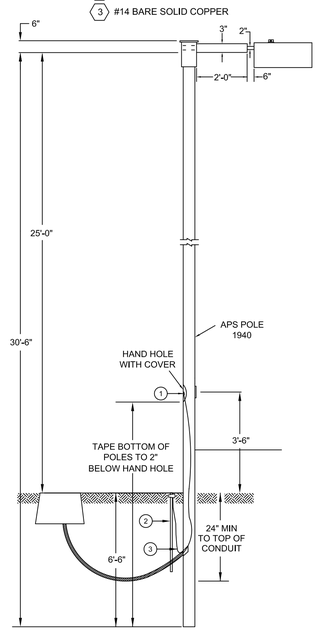
1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE 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 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 SHOWN 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, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS 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 SPECFICATION 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.

1 39W LED (APS 8030) DETAIL 1

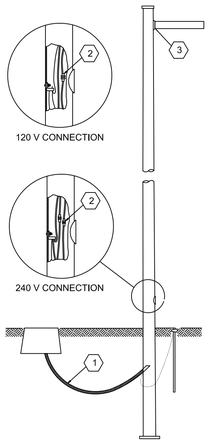
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



2 (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1

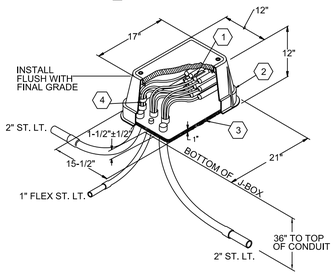
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



3 (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1

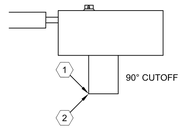
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



4 (APS 8178.A)

TO BE USED IN CONJUNCTION WITH STREETLIGHT LOCATIONS AS INDICATED ON DESIGN

1. SCREW SELF-TAP #12 X 3/4 (APN 71408165)
2. SHIELD LIGHT ARCH (APN 53580)



DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
4. INSTALL AN APS 8178.A BACKSHEILD, PER DETAIL AS SHOWN.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

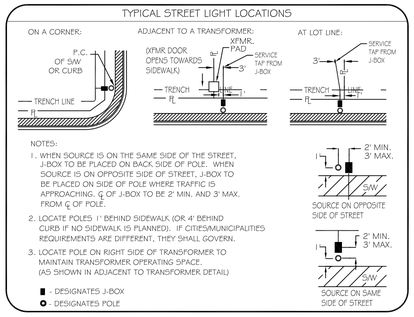
EXISTING SINGLE HPS FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN.

FUTURE / PROPOSED DOUBLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING DOUBLE HPS FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN.

FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	09-20-18
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	09-20-18
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	09-20-18
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	09-20-18

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	BALLAST	PHOTOMETRIC	LUMINAIRE
1	■	LOCAL	28	25'-0"	30'-6"	2'-0"	11,500	LED	39W	120V	REACTOR HPF	TYPE II WIDE	ERL1-0-05-B3-30-A-DKBZ
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

* CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER/DEVELOPER
METRO OASIS, LLLP
17700 N. PACESETTER WAY, STE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 515-3252
CONTACT: TIM BRISLIN

CIVIL ENGINEER
CVL CONSULTANTS, INC
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-4752
CONTACT: DAVE COBLE

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

SURPRISE
ARIZONA

PARCEL L3
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Director)
CERTIFICATE NO. 29352
JADE GOULD
Date Signed 09/20/18
Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 1 OF 5

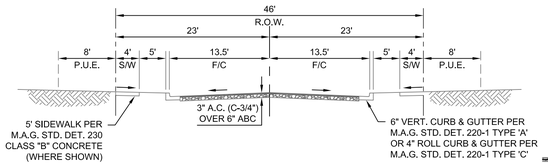
GTR Contact: Doug Horning
GTR Project #: 18SP2255

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA



PRIVATE LOCAL STREET
N.T.S.

DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
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4. INSTALL AN APS 8178.A BACKSHEILD, PER DETAIL AS SHOWN.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

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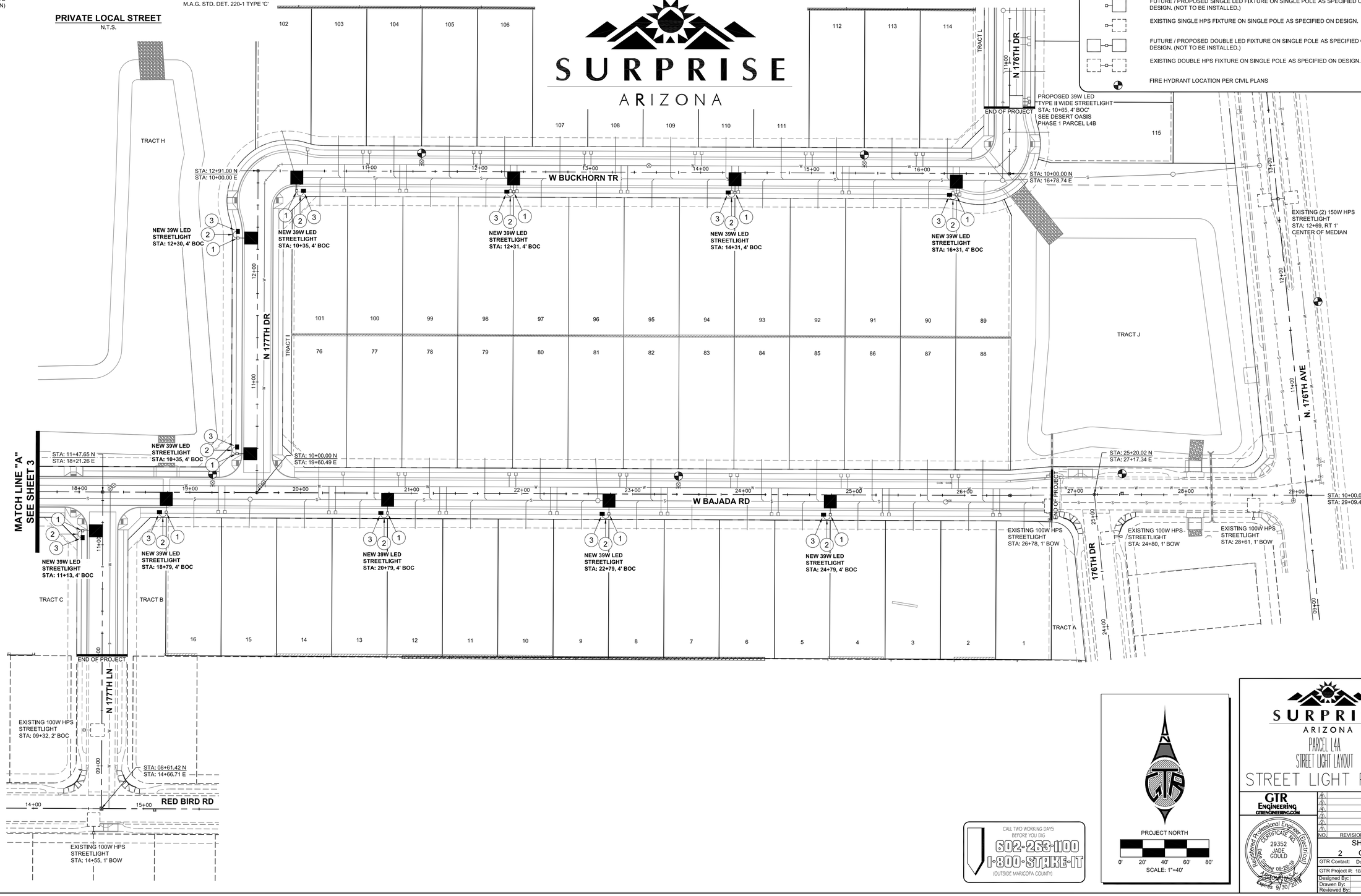
EXISTING DOUBLE HPS FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN.

FIRE HYDRANT LOCATION PER CIVIL PLANS



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

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

SURPRISE
ARIZONA
PARCEL L4A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR Engineering
GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 09-20-18
Arizona U.S.A.
Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 2 OF 5

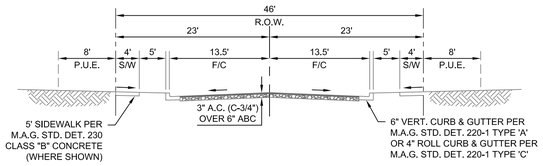
GTR Contact:	Doug Horning
GTR Project #:	18SP2256

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA



PRIVATE LOCAL STREET
N.T.S.

DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
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3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
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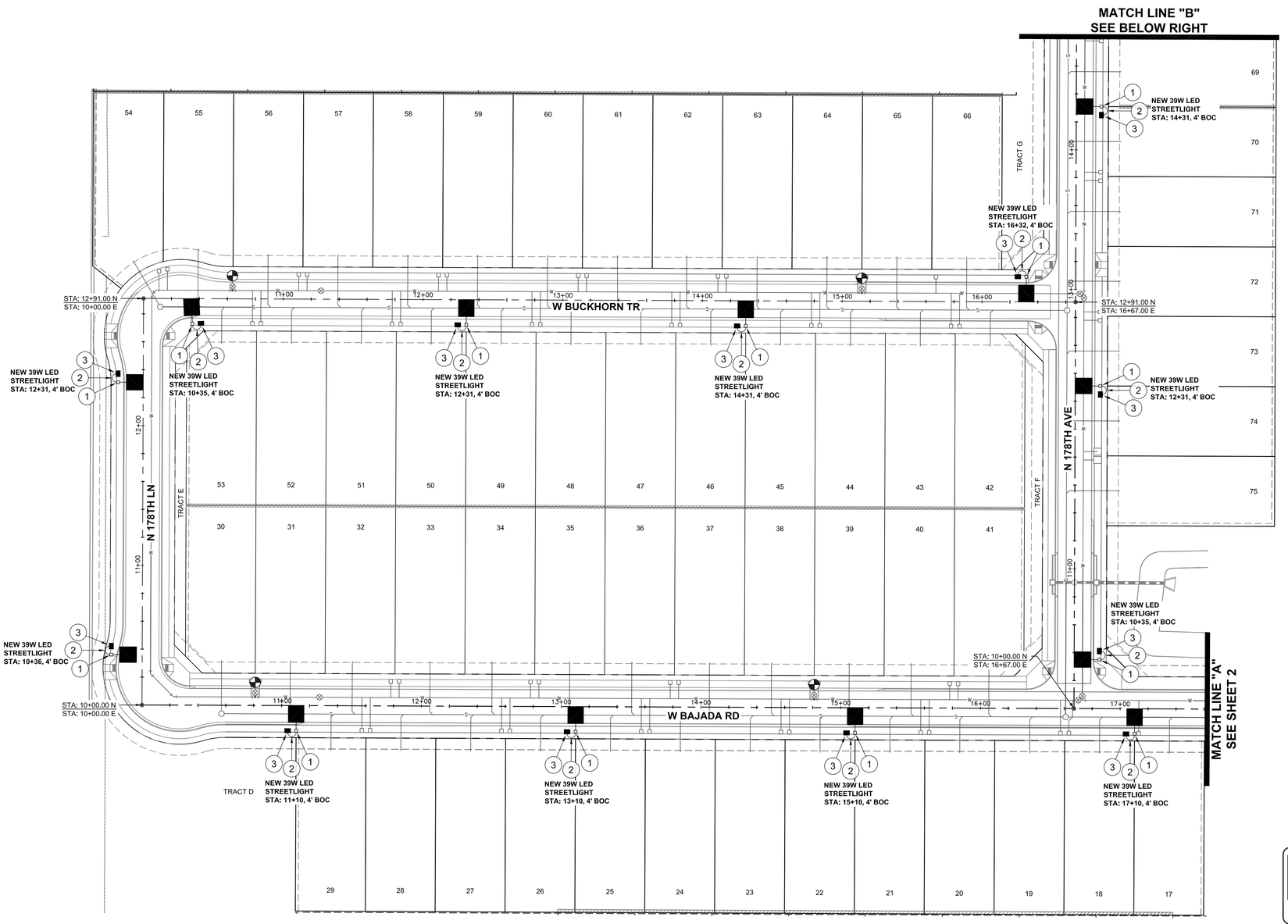
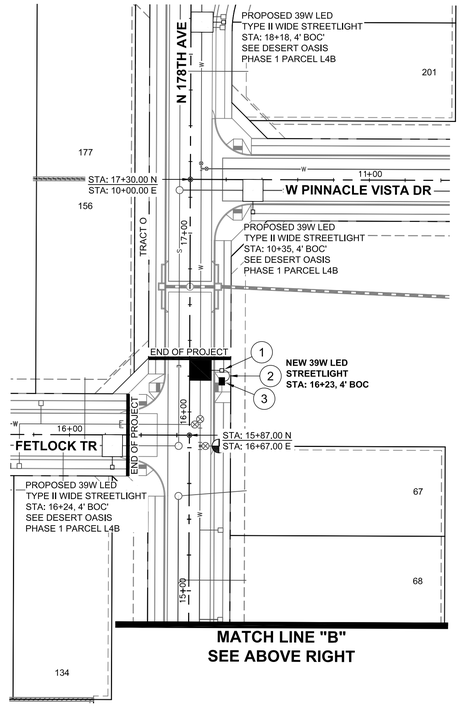
FIRE HYDRANT LOCATION PER CIVIL PLANS





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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SURPRISE
ARIZONA
PARCEL L4A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 09/20/2018
Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

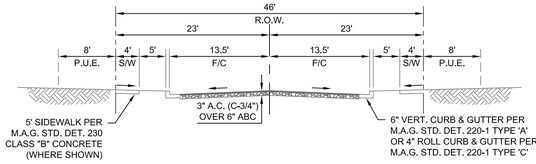
SHEET 3 OF 5

GTR Contact:	Doug Horning	
GTR Project #:	18SP2256	
Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA



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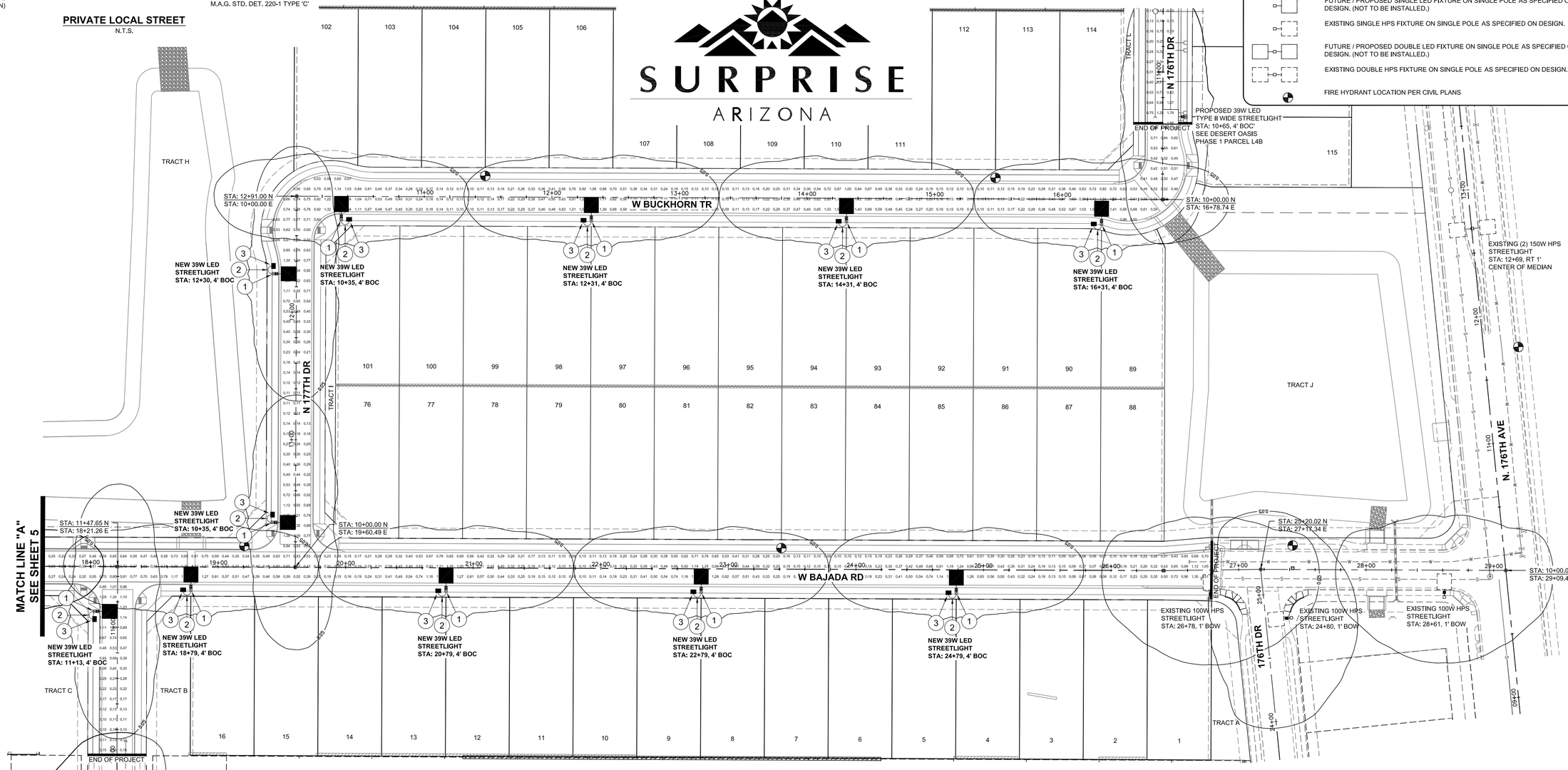

PHOTOMETRICS:

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.810, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 25, number luminaires= 25
kw all locations= 3.2

PHASE 1, PARCEL L-4A
1665 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.50
Maximum	1.86
Minimum	0.06
Avg:Min	8.29
Max:Min	31.00
Coef Var	0.79
UnifGrad	2.27

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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

SURPRISE
ARIZONA
PARCEL L4A
STREET LIGHT LAYOUT
PHOTOMETRICS

GTR Engineering
GTRENGINEERING.COM

Registered Professional Engineer (Electrical) Certificate No. 29352 JADE GOULD Date Signed 09-20-18 Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
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2			
1			

SHEET 4 OF 5

GTR Contact:	Doug Horning
GTR Project #:	18SP2256

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

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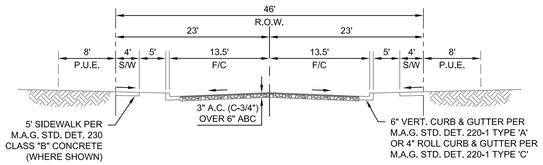

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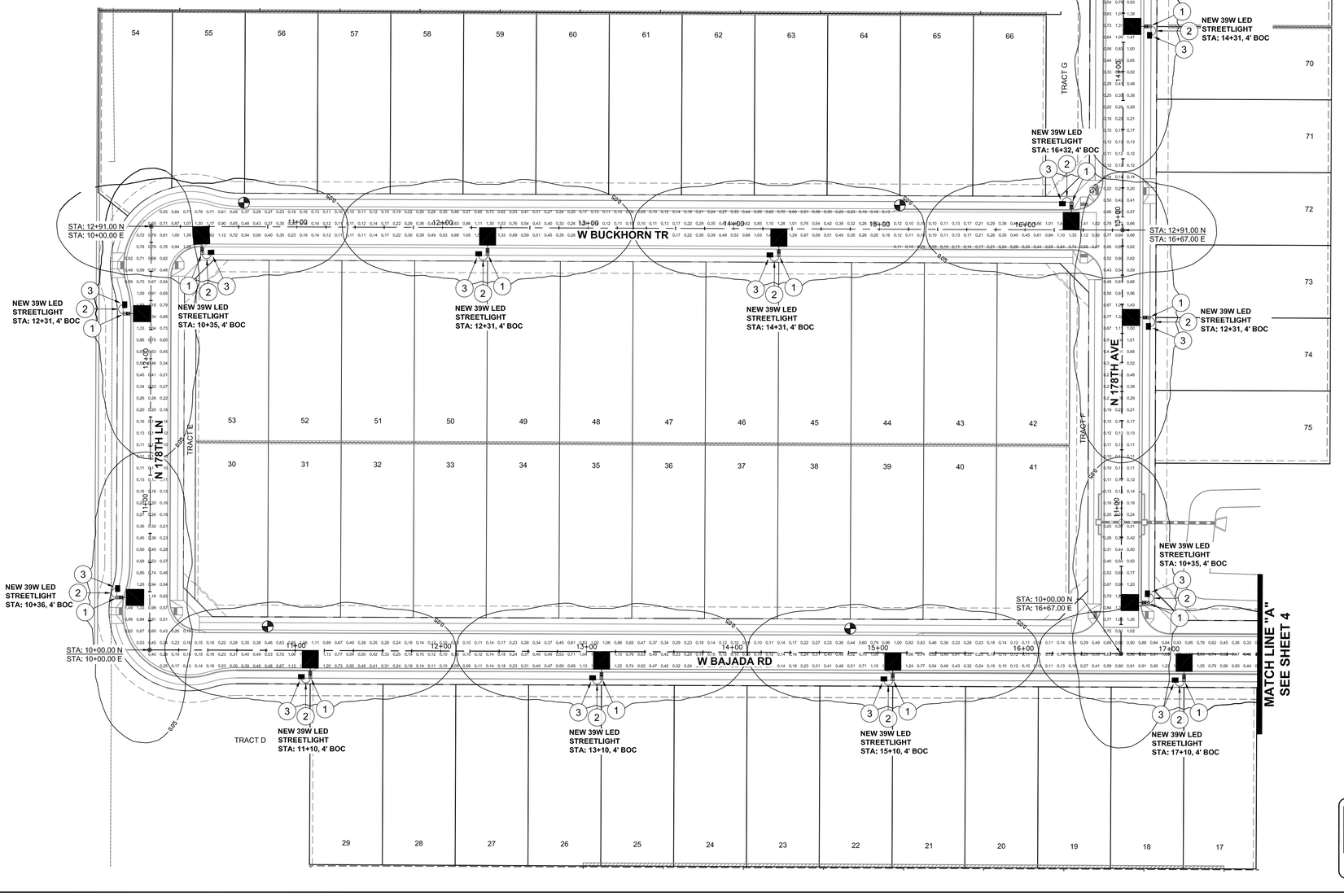

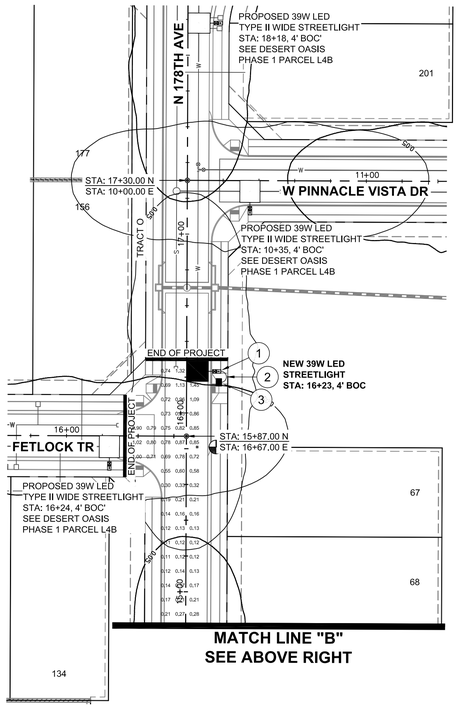

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SHEET 5 OF 5

GTR Contact: Doug Horning
GTR Project #: 18SP2256

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
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SURPRISE
ARIZONA

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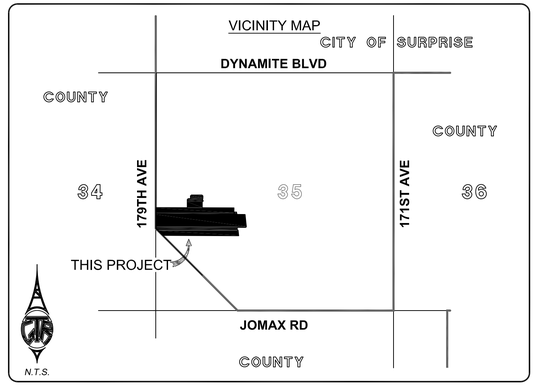
INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ STREET LIGHT LAYOUT
4 ~ PHOTOMETRICS
5 ~ PHOTOMETRICS



ENGINEERS NOTES

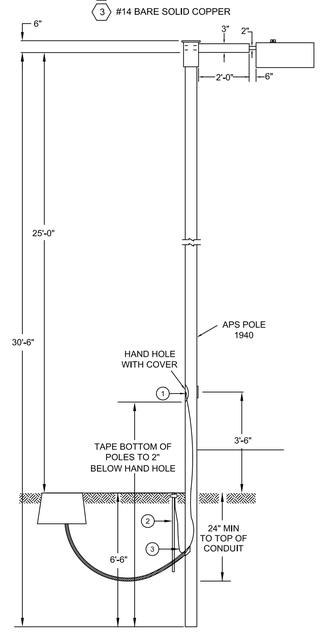
1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE 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 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 SHOWN 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, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS 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 SPECFICATION 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.

1 39W LED (APS 8030) DETAIL 1

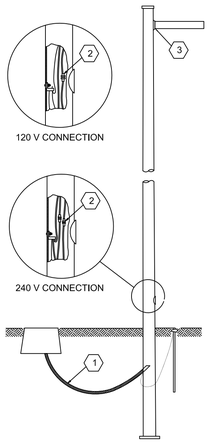
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



2 (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1

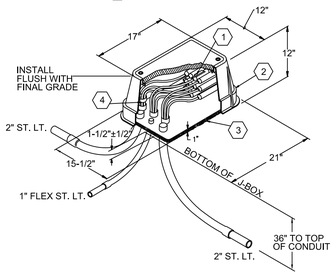
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



3 (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1

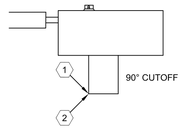
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



4 (APS 8178.A)

TO BE USED IN CONJUNCTION WITH STREETLIGHT LOCATIONS AS INDICATED ON DESIGN

1. SCREW SELF-TAP #12 X 3/4 (APN 71408165)
2. SHIELD LIGHT ARCH (APN 53580)



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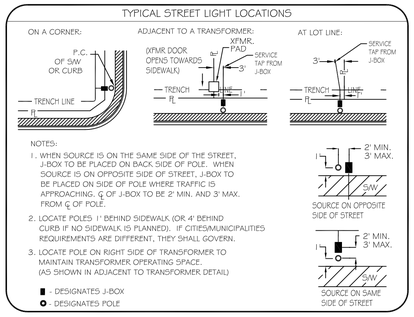
TYPICAL STREET LIGHT LOCATIONS



UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	09-20-18
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	09-20-18
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	09-20-18
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	09-20-18

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	BALLAST	PHOTOMETRIC	LUMINAIRE
1	■	LOCAL	25	25'-0"	30'-6"	2'-0"	11,500	LED	39W	120V	REACTOR HPF	TYPE II WIDE	ERL1-0-05-B3-30-A-DKBZ
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

* CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER/DEVELOPER
METRO OASIS, LLLP
17700 N. PACESETTER WAY, STE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 515-3252
CONTACT: TIM BRISLIN

CIVIL ENGINEER
CVL CONSULTANTS, INC
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-4752
CONTACT: DAVE COBLE

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

SURPRISE
ARIZONA

PARCEL L4A
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Electrical) Certificate No. 29352 JADE GOULD Date Signed 09/20/18 Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 1 OF 5

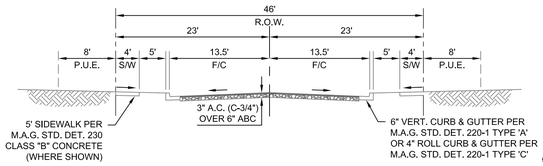
GTR Contact: Doug Horning
GTR Project #: 18SP2256

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA



PRIVATE LOCAL STREET
N.T.S.

DETAILS AND LEGEND FOR STREETLIGHTS:

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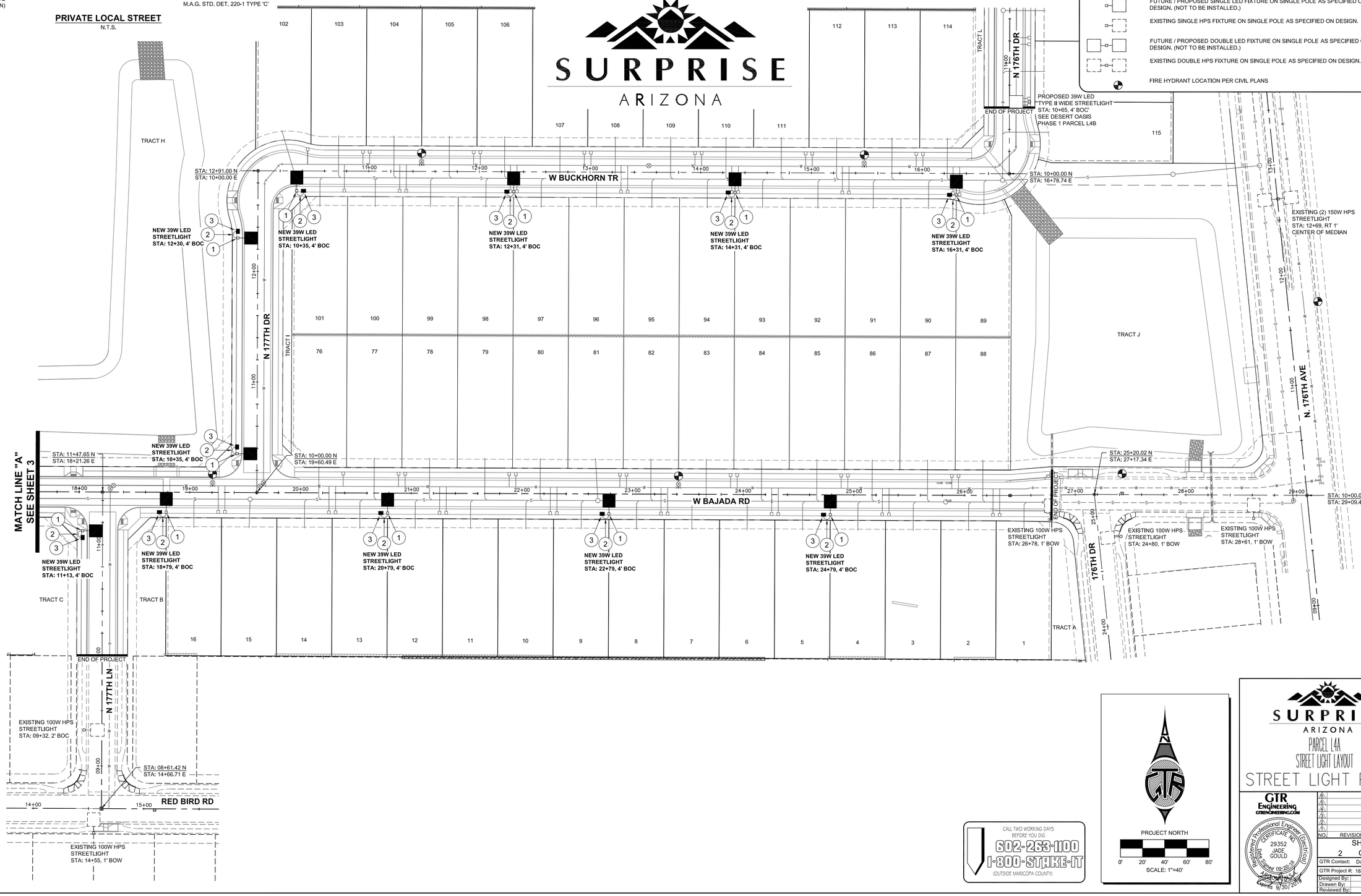
FIRE HYDRANT LOCATION PER CIVIL PLANS



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

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

SURPRISE
ARIZONA
PARCEL L4A
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 09-20-18
Expires 9/30/2019

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SHEET 2 OF 5

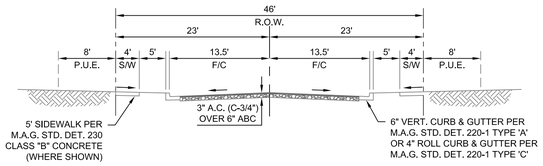
GTR Contact:	Doug Horning
GTR Project #:	18SP2256

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA



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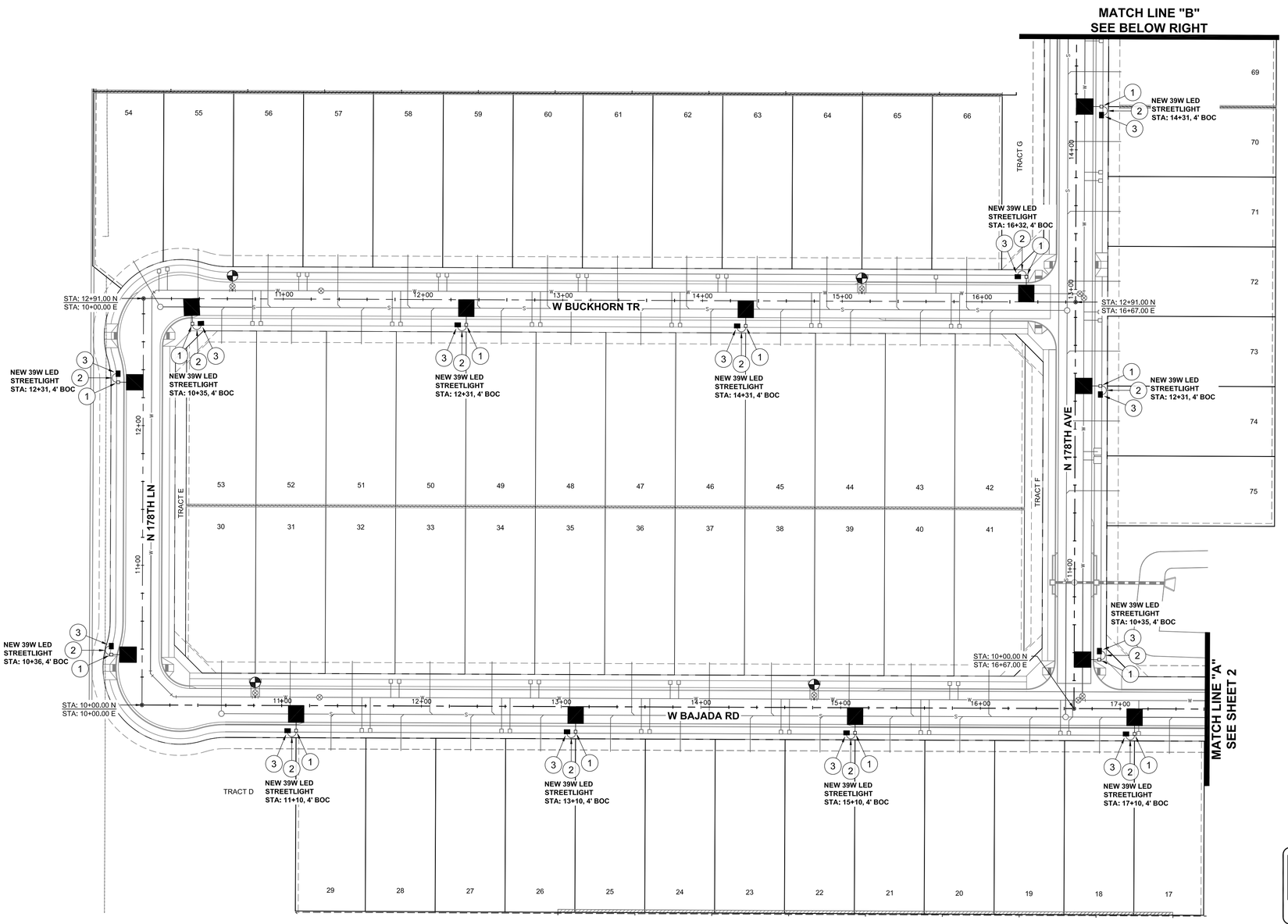

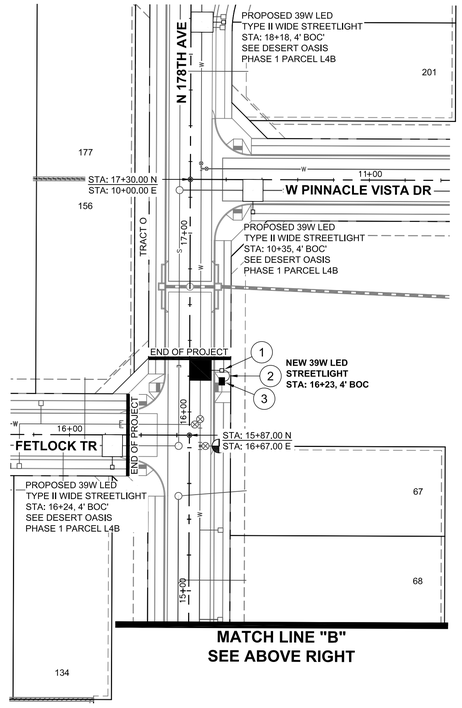

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SHEET 3 OF 5

GTR Contact: Doug Horning

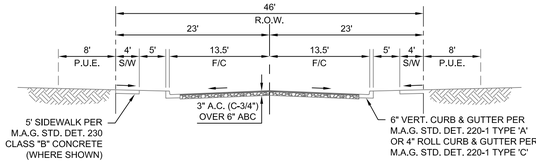
GTR Project #: 18SP2256

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA



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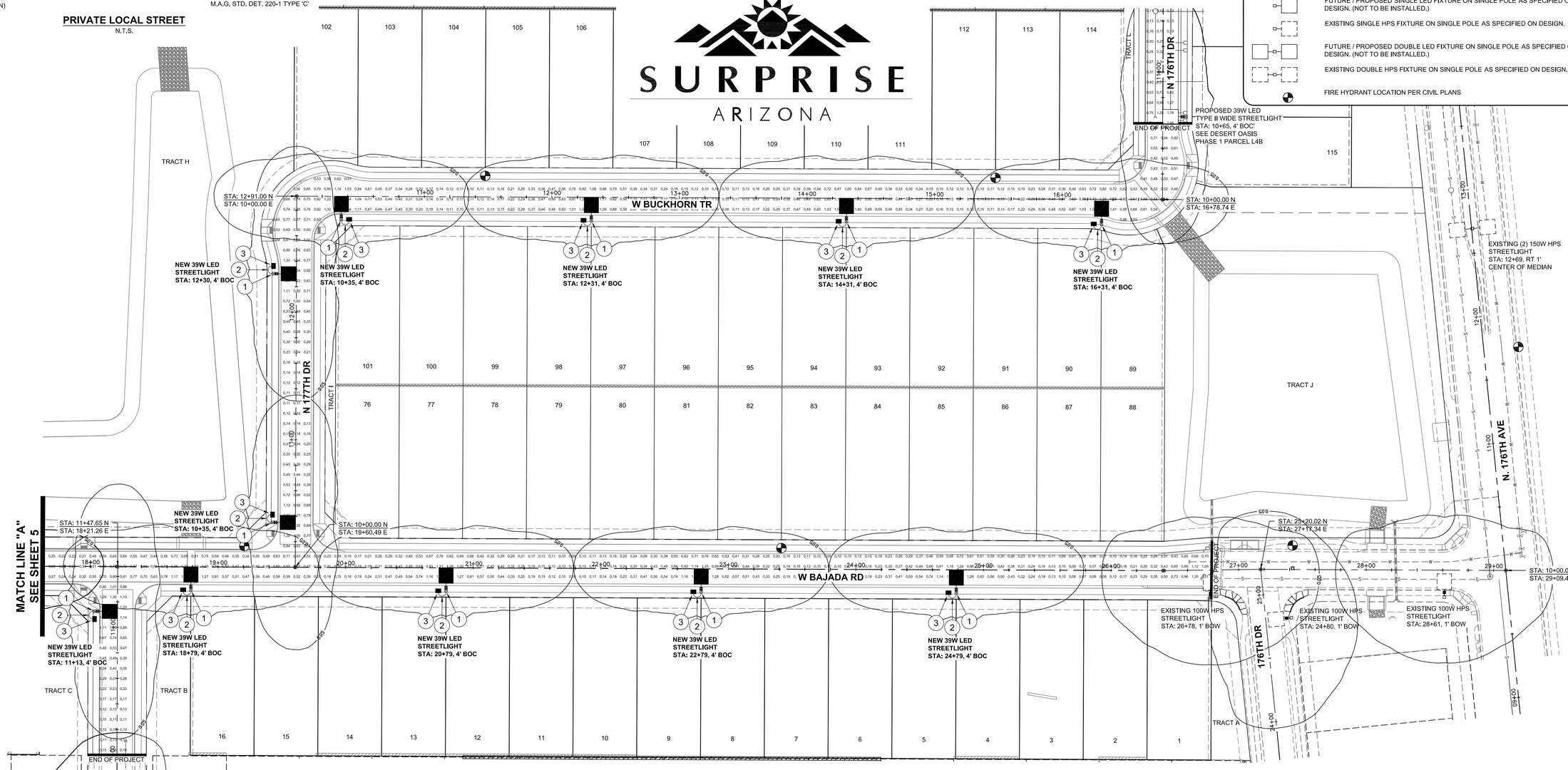

PHOTOMETRICS:

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
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1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.810, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 25, number luminaires= 25
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PHASE 1, PARCEL L-4A
1665 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.50
Maximum	1.86
Minimum	0.06
Avg:Min	8.29
Max:Min	31.00
Coef Var	0.79
UnifGrad	2.27

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SURPRISE
ARIZONA
PARCEL L4A
STREET LIGHT LAYOUT
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GTR Engineering
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Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 09-20-18 ARIZONA Expires 9/30/2019

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SHEET 4 OF 5

GTR Contact:	Doug Horning
GTR Project #:	18SP2256

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4A STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE SOUTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
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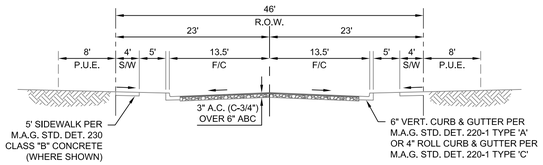

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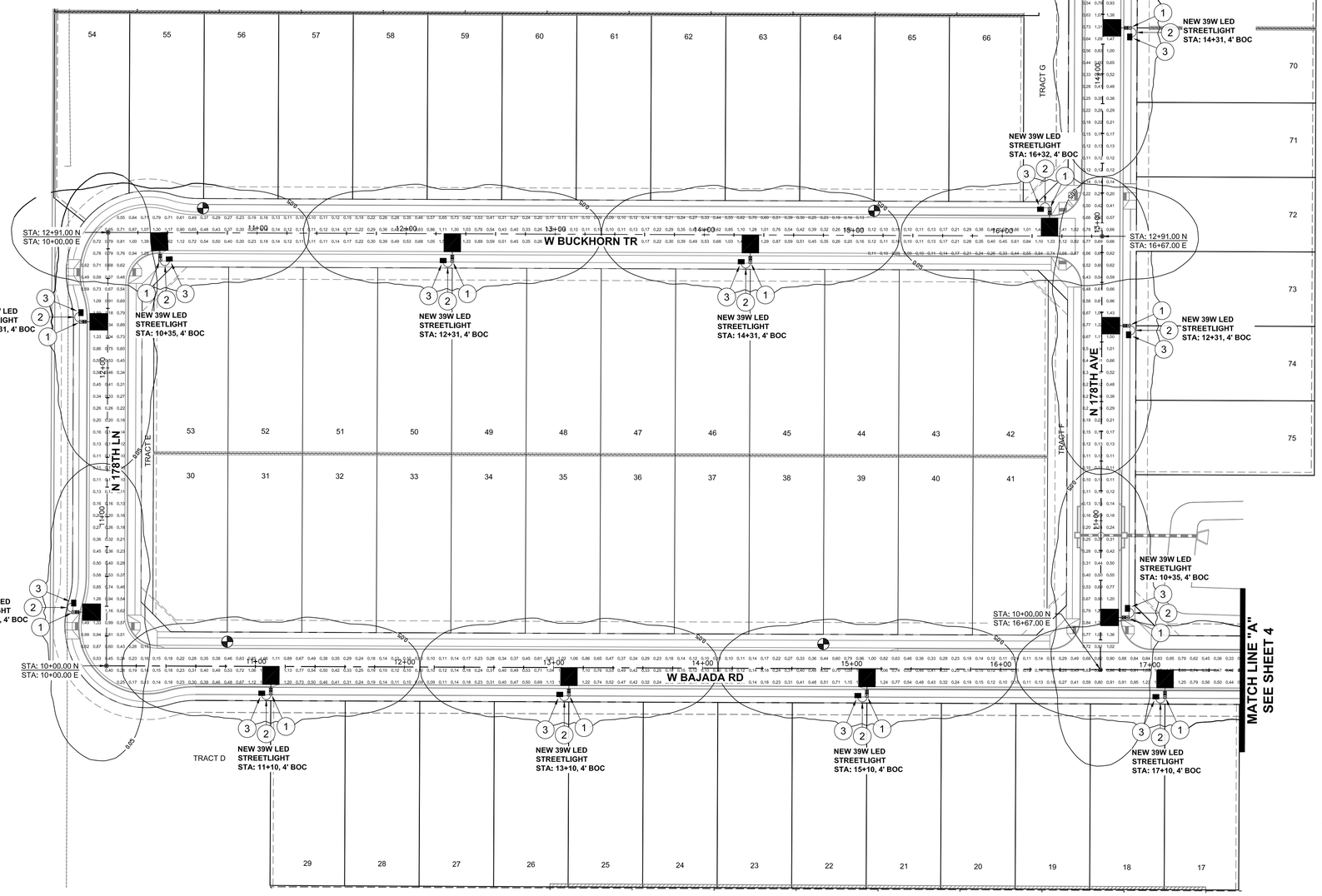

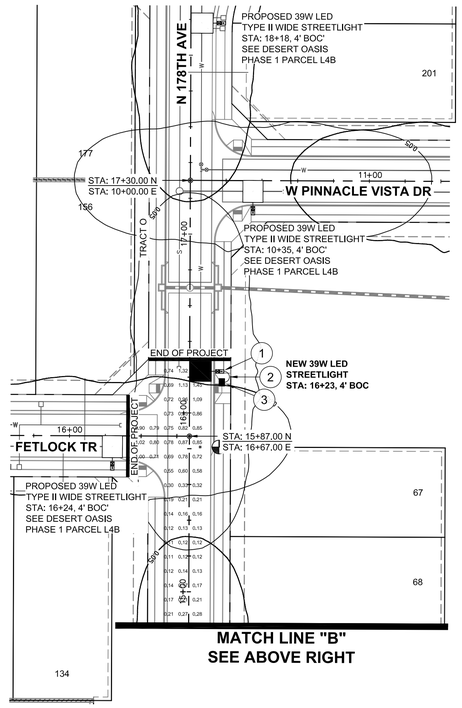

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SURPRISE
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SHEET 5 OF 5

GTR Contact: Doug Horning
GTR Project #: 18SP2256

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4B STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE NORTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE
ARIZONA

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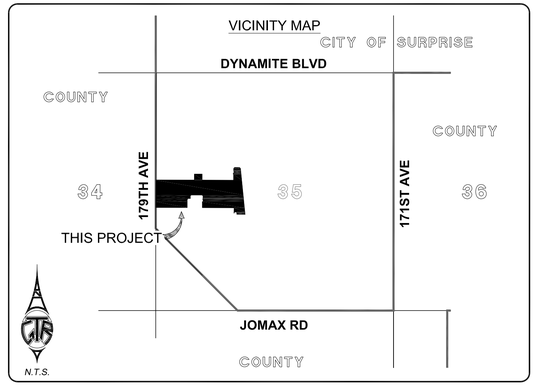
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

INDEX

1 ~ COVER SHEET
2 ~ STREET LIGHT LAYOUT
3 ~ STREET LIGHT LAYOUT
4 ~ PHOTOMETRICS
5 ~ PHOTOMETRICS



ENGINEERS NOTES

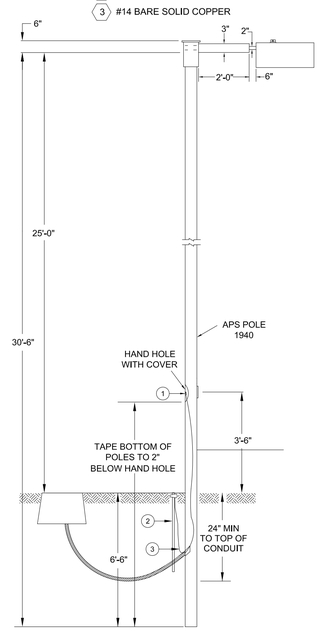
1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. GTR ENGINEERING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE 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 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 SHOWN 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, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS 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 SPECFICATION 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.

1 — 39W LED (APS 8030) DETAIL 1

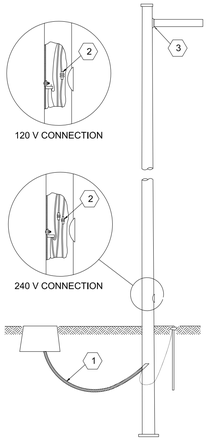
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



2 — (APS 8130) DETAIL 2

TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1

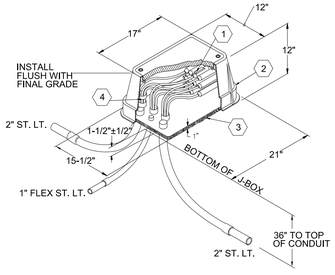
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



3 — (APS 8655) DETAIL 3

TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1

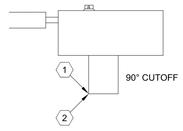
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



4 — (APS 8178.A)

TO BE USED IN CONJUNCTION WITH STREETLIGHT LOCATIONS AS INDICATED ON DESIGN

1. SCREW SELF-TAP #12 X 3/4 (APN 71408165)
2. SHIELD LIGHT ARCH (APN 53580)



DETAILS AND LEGEND FOR STREETLIGHTS:

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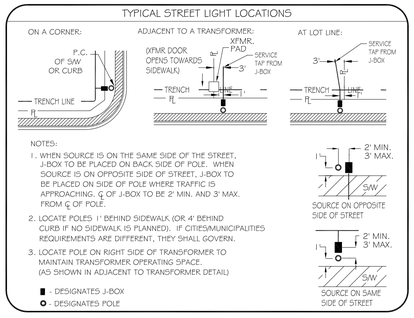
- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	09-20-18
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	09-20-18
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	09-20-18
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	09-20-18

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	BALLAST	PHOTOMETRIC	LUMINAIRE
1	■	LOCAL	30	25'-0"	30'-6"	2'-0"	11,500	LED	39W	120V	REACTOR HPF	TYPE II WIDE	ERL1-0-05-B3-30-A-DKBZ
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

* CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

OWNER/DEVELOPER
METRO OASIS, LLLP
17700 N. PACESETTER WAY, STE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 515-3252
CONTACT: TIM BRISLIN

CIVIL ENGINEER
CVL CONSULTANTS, INC
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-4752
CONTACT: DAVE COBLE

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 _____

SURPRISE
ARIZONA

PARCEL L4B
COVER SHEET
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Director)
CERTIFICATE NO.
29352
JADE GOULD
Date Signed 09-20-18
Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

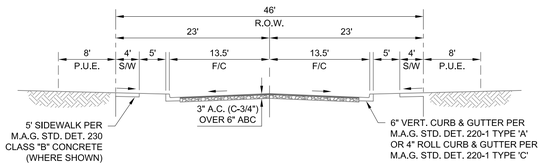
SHEET 1 OF 5

GTR Contact: Doug Horning
GTR Project #: 18SP2257

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4B STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND LOCATED IN THE NORTH WEST HALF QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



PRIVATE LOCAL STREET
N.T.S.

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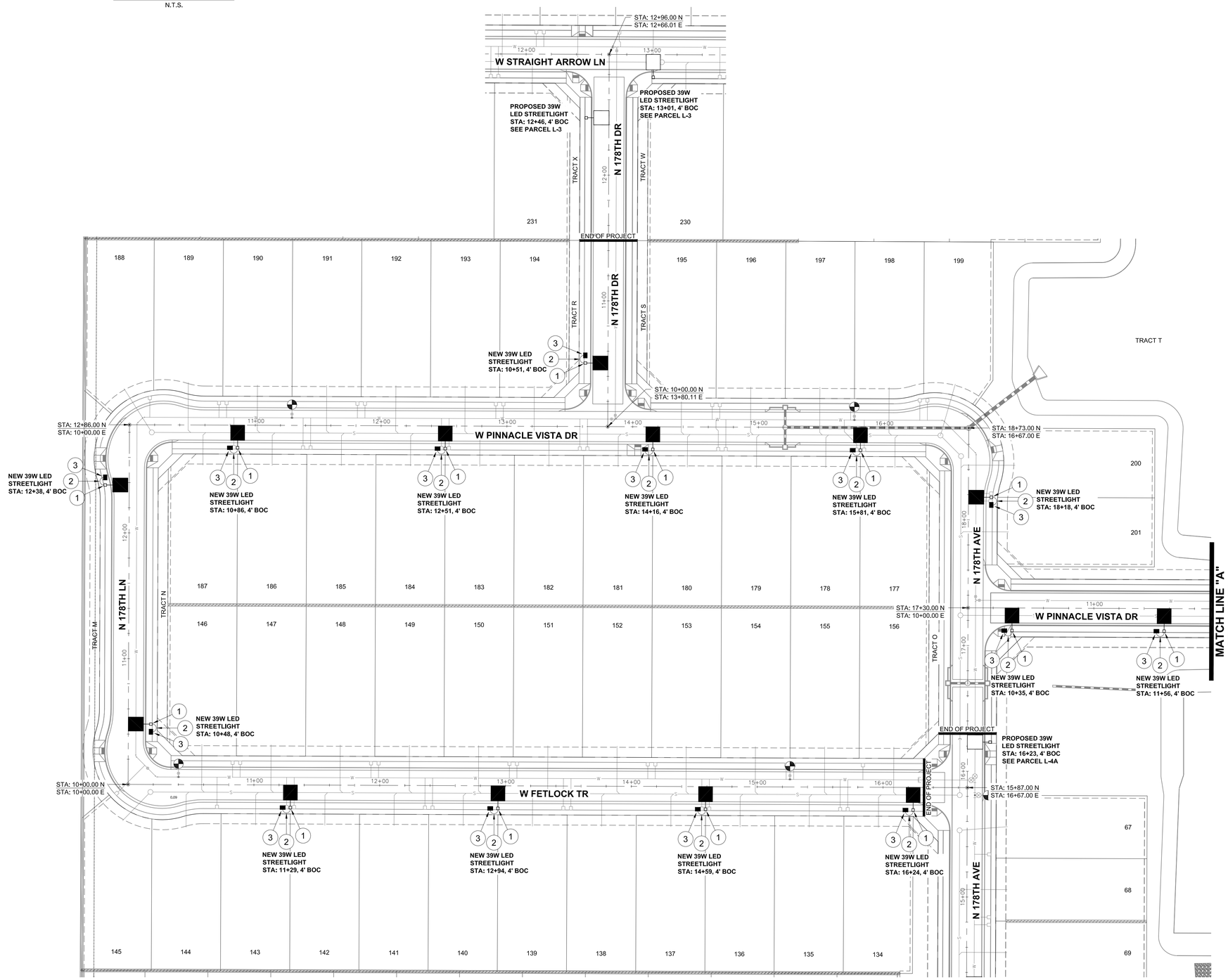

SURPRISE
ARIZONA

PROJECT NORTH
0' 20' 40' 60' 80'
SCALE: 1"=40'

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

SURPRISE
ARIZONA
PARCEL L4B
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 29352
JADE GOULD
Date Signed 09-20-18
Expires 9/30/2019

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 2 OF 5

GTR Contact:	Doug Horning
GTR Project #:	18SP2257

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
PARCEL L-4B STREETLIGHT PLANS
SURPRISE, ARIZONA

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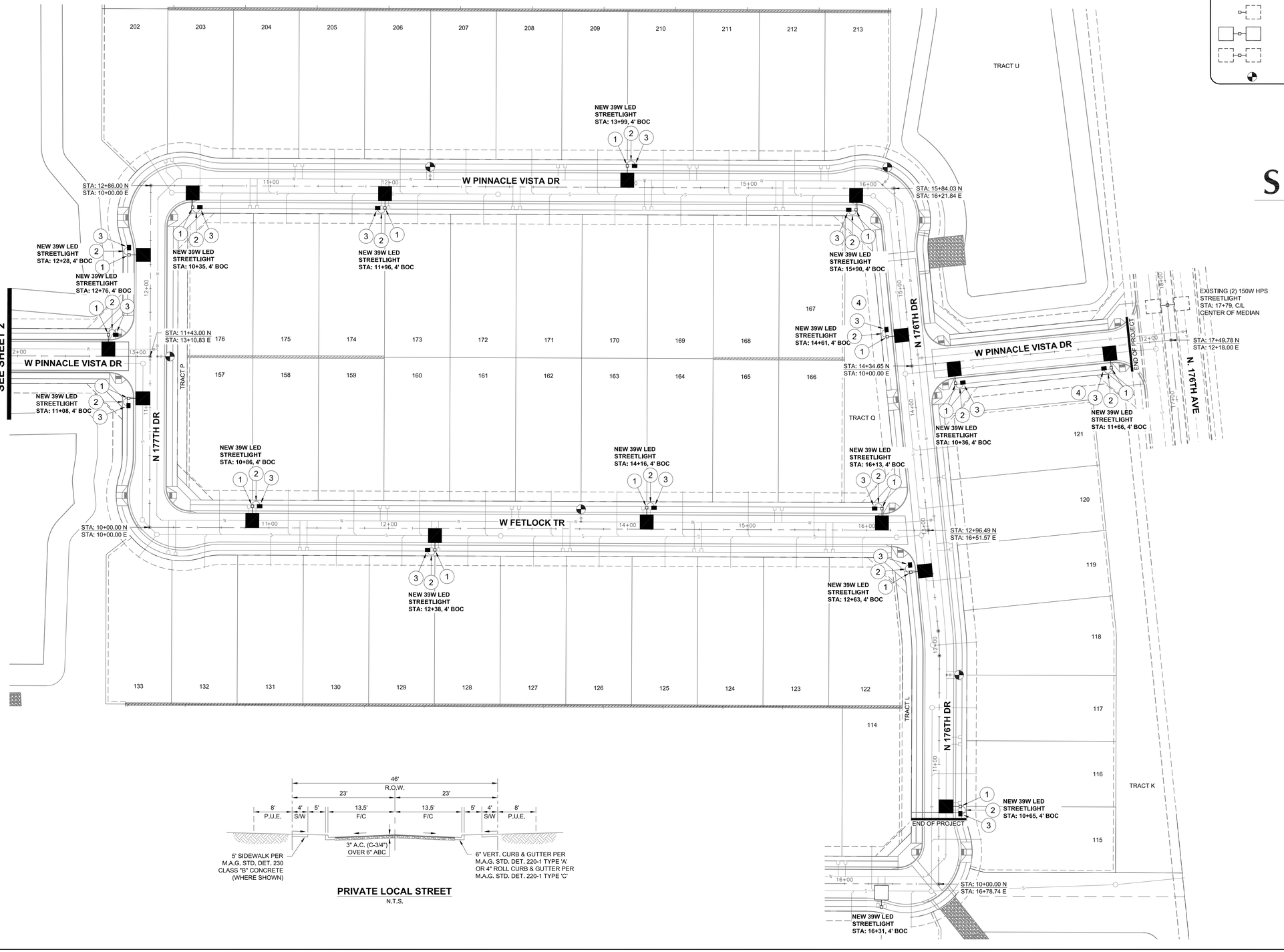

PRIVATE LOCAL STREET
N.T.S.

SURPRISE
ARIZONA

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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

SURPRISE
ARIZONA
PARCEL L4B
STREET LIGHT LAYOUT
STREET LIGHT PLANS

GTR ENGINEERING
GTRENGINEERING.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date Signed 09-20-18 Renewal 9/30/20

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

SHEET 3 OF 5

GTR Contact: Doug Horning
GTR Project #: 18SP2257

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

DESERT OASIS
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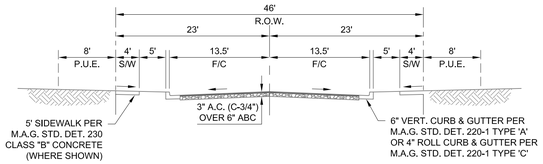

PRIVATE LOCAL STREET
N.T.S.

PHOTOMETRICS:

GE LIGHTING SOLUTIONS ERL1_05B330_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LEDs 757G-V1
candela file 'erl1_05b330_____-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.810, watts per luminaire = 39
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 83, number luminaires= 83
kw all locations= 3.2

PHASE 1, PARCEL L-4B
1716 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.56
Maximum	1.93
Minimum	0.09
Avg:Min	6.24
Max:Min	21.44
Coef Var	0.71
UnifGrad	2.20

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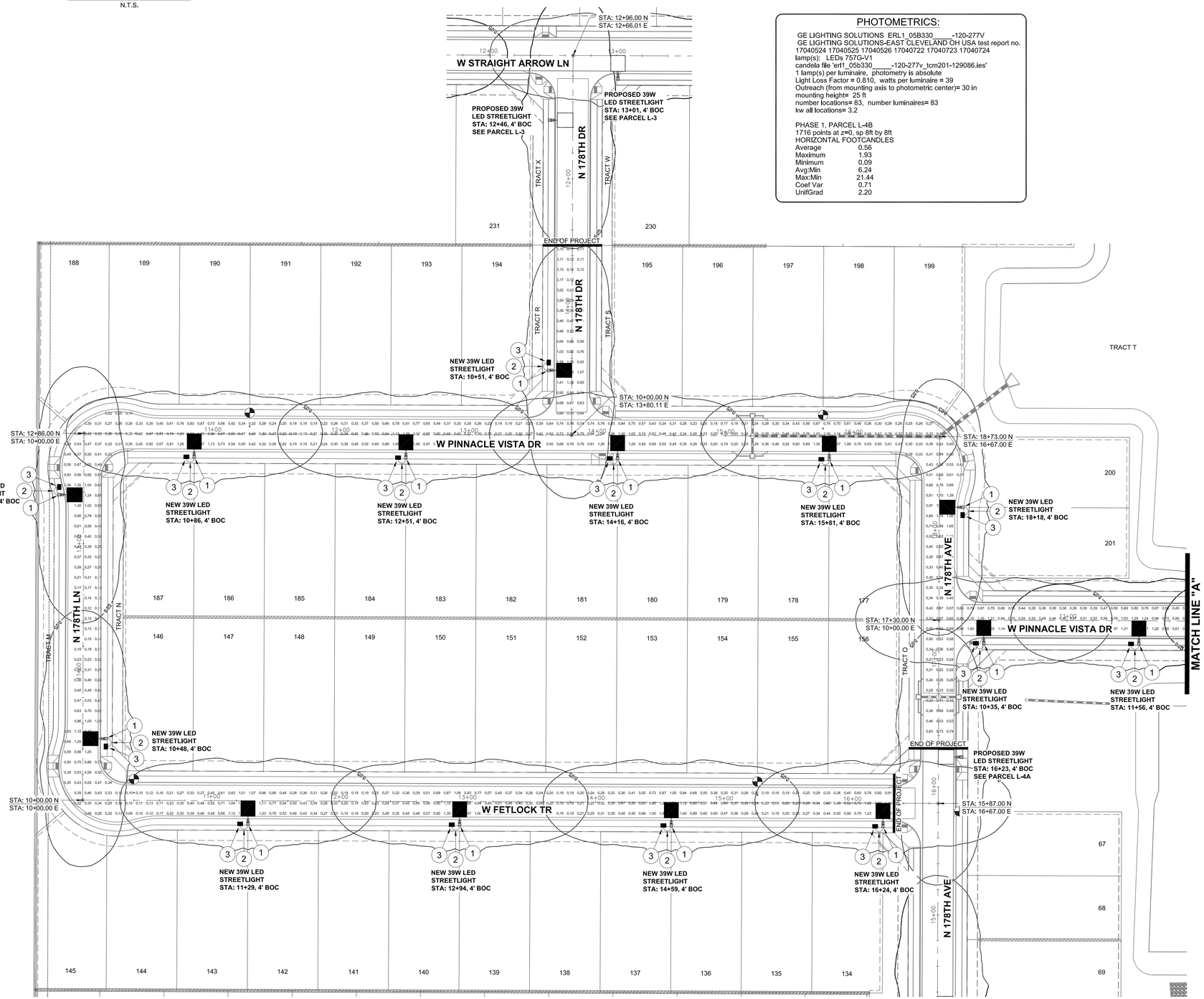

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STREET LIGHT LAYOUT
PHOTOMETRICS

GTR ENGINEERING
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Registered Professional Engineer (Electrical) CERTIFICATE NO. 29352 JADE GOULD Date signed 09-20-18 Expires 9/30/2019

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SHEET 4 OF 5

GTR Contact: Doug Horning
GTR Project #: 18SP2257

Designed By:	DH	09/20/2018
Drawen By:	SH	09/20/2018
Reviewed By:	JG	09/20/2018

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PARCEL L-4B STREETLIGHT PLANS
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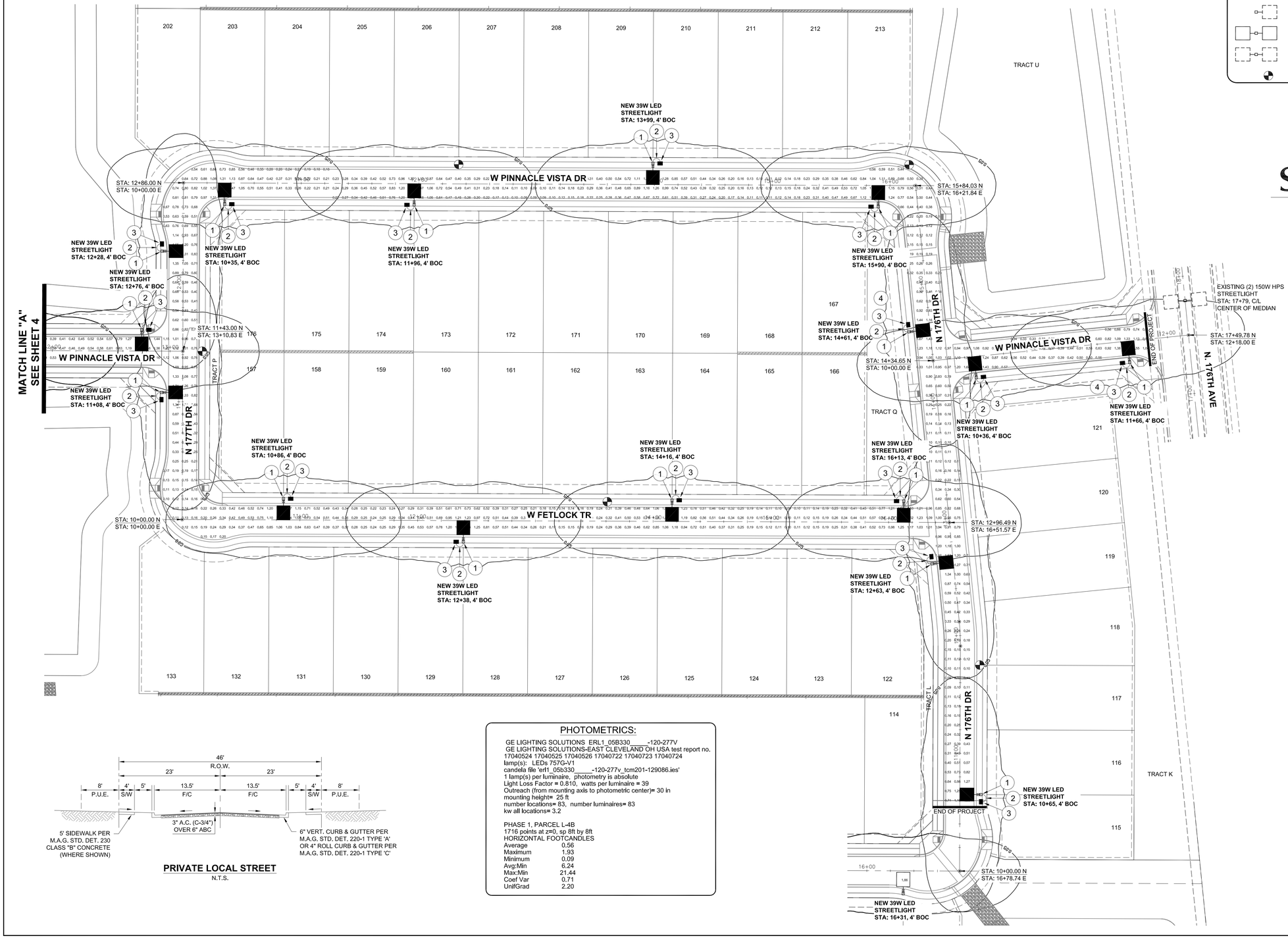

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PARCEL L4B
STREET LIGHT LAYOUT
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CERTIFICATE NO.
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SHEET 5 OF 5

GTR Contact: Doug Horning

GTR Project #: 18SP2257

Designed By:	DH	09/20/2018
Drawn By:	SH	09/20/2018
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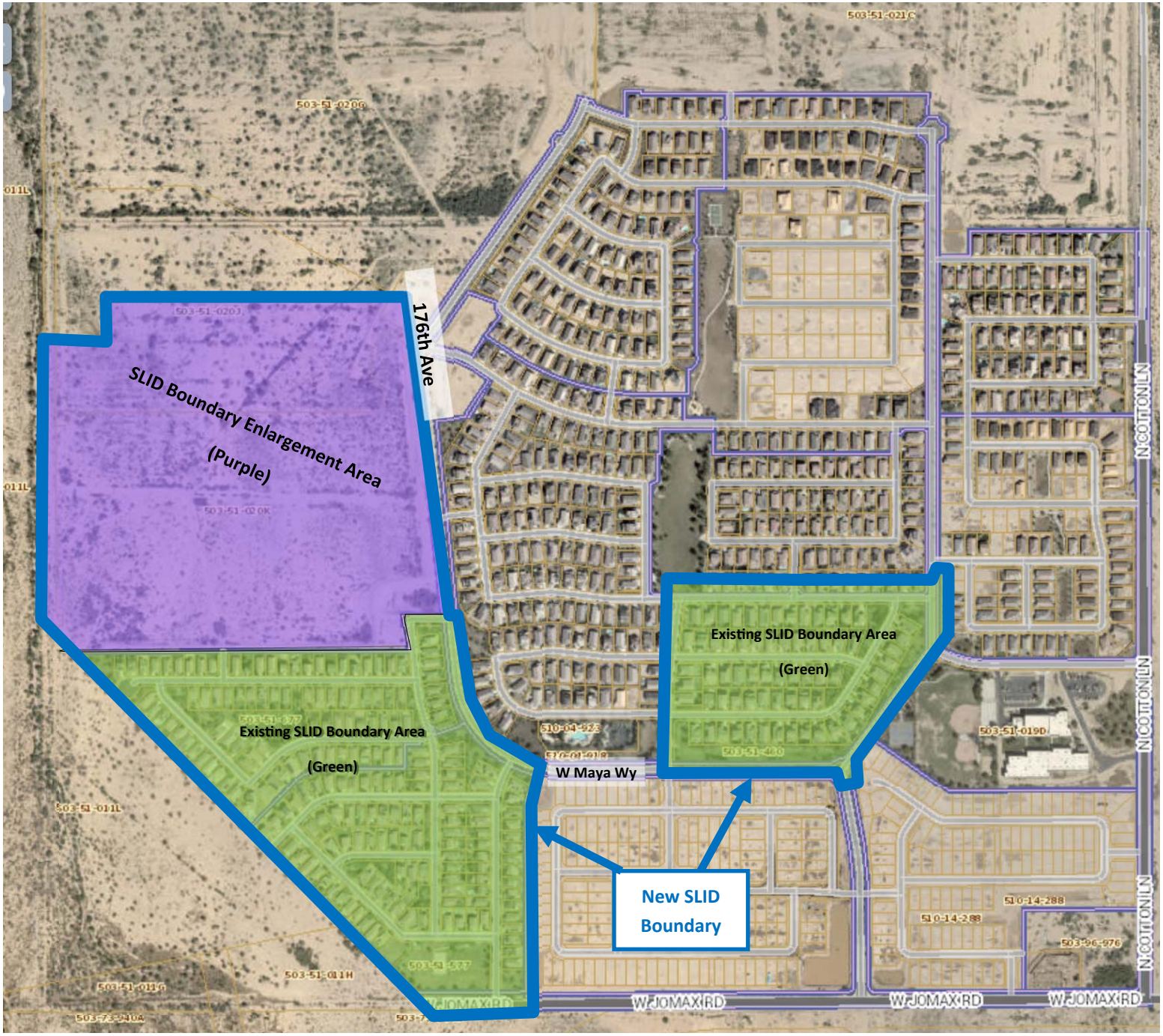
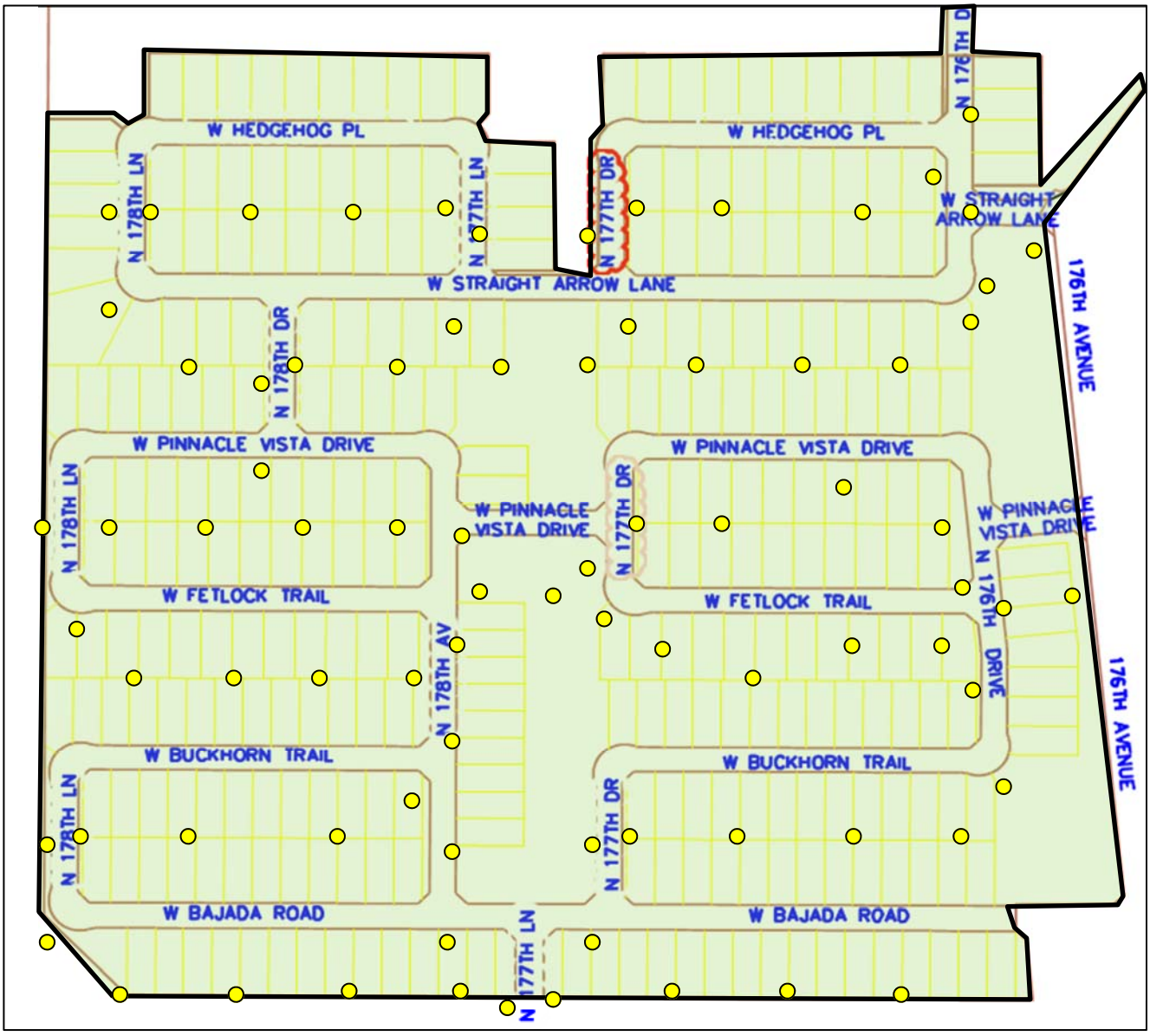

SLID Boundary Enlargement Area
(Purple)
176th Ave
Existing SLID Boundary Area
(Green)
Existing SLID Boundary Area
(Green)
W Maya Wy
New SLID
Boundary
W JOMAX RD
W JOMAX RD
W JOMAX RD
N COTTON LN
N COTTON LN
N COTTON LN

Desert Oasis L3, L4A, and L4B

Street Lights:

- Onsite — 83 Poles Local
- SLID Boundary



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:
Consideration and action on two Intergovernmental Agreements between the City of Surprise and the Maricopa Association authorizing the acceptance of 2 federal Grants through an Intergovernmental Agreement with the Maricopa Association of Governments for transportation improvements and amending the Fiscal Year 2020 Budget by reallocating appropriations of $42,900 to facilitate acceptance of two federal Grants; Resolution # 2019-83.

Motion:
I move to approve Resolution # 2019-83.

Background:
Staff regularly is in search of grant opportunities that will have a positive impact to the City. These grants will help identify if the identified projects are feasible and provide a design concept of pedestrian facilities identified through the Safe Routes to School initiatives. Below you will find a breakdown of the budget implications and total awards.

Objective Analysis:
These two grants will allow the City to obtain project assessments and design concepts for three different site locations. The first location will provide engineering services for new median breaks along Sweetwater and Whisperingwood Drive to address vehicle pedestrian conflicts. The second will address pedestrian access and safety at 5 pedestrian crossing for Sonoran Heights and Rancho Gabriela Elementary Schools.

Policy Compliant:
This is compliant with the City of Surprise Strategic Plan under Transportation- Goal 7: Identify funding sources for the transportation system. Strategies:d. Review federal MAP-21 legislation and grant programs to identify potential federal funding opportunities for City of Surprise transportation system projects.

Financial Impact:
These one-time grant awards include $42,868.89 in federal funding and $10,717.21 in General Fund local match for a total project budget of $53,586.10 for design assistance expenses.

Budget Impact:

This action will reallocate $23,000 in appropriations from contingency within the Grants Fund to project G42210 Ped & Bike Improvement for Marley Park and $19,900 to project G42220 Ped & Bike Improvement for Sonoran Heights/Rancho Gabriela for a total of $42,900. This does 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.

Local match has been included in the City's fiscal year 2020 budget under budget item P42060 – Safe Routes to School Pedestrian and Bicycle Improvement Marley Park Elementary, which has $9,300 and P42070 – Safe Routes to School Pedestrian and Bicycle Improvement Sonoran Heights and Rancho Gabriela Elementary which has $11,900.

FTE Impact:

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

ATTACHMENTS:

1. 19.07.19 RES 2019-83-IGA-2020 Active Trans Imprvts-FINAL
2. Grant Fund Awards 8-6-19
3. CC Design Assistance MAG IGA 8-6-19

RESOLUTION # 2019-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR MARLEY PARK, SONORAN HEIGHTS AND RANCHO GABRIELA ELEMENTARY SCHOOLS AND AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF $42,900 FROM CONTINGENCY WITHIN THE GRANTS FUND TO G42210, PED & BIKE IMPROVEMENT FOR MARLEY PARK AND G42220, PED AND BIKE IMPROVEMENT FOR SONORAN HEIGHTS/RANCHO GABRIELA.

WHEREAS, pursuant to Arizona Revised Statutes §11-951, *et seq.,* the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purpose of exercising governmental powers jointly held by the City and MAG;

WHEREAS, the City of Surprise FY2020 budget includes funding for *The Development of an Active Transportation Plan*;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment;

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

WHEREAS, the City supports policies and programs that focus on health and wellness and healthier community environments;

WHEREAS, the health and safety of pedestrians is of highest concern to the citizens of the City;

WHEREAS, the City and MAG desire to enter into intergovernmental agreements for Pedestrian and Bicycle Improvements for Marley Park, Sonoran Heights and Rancho Gabriela Elementary Schools.

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, 2019 through June 30, 2020.

Section 2. The Agreement between the Maricopa Association of Governments and the City of Surprise for Pedestrian and Bicycle Improvements for Marley Park Elementary School (MAG Agreement No. 982) for the development of an active transportation plan attached hereto as Exhibit B is hereby approved.

Section 3. The Agreement between the Maricopa Association of Governments and the City of Surprise for Pedestrian and Bicycle Improvements for Sonoran Heights and Rancho Gabriela Elementary Schools (MAG Agreement No. 983) attached hereto as Exhibit C is hereby approved.

Section 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreements and to take all steps necessary to carry out the purpose and intent of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2019-83
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of $42,900 from contingency within the Grants Fund to G42210 Ped & Bike Improvement for Marley Park ($23,000) and G42220 Ped & Bike Improvement for Sonoran Heights/Rancho Gabriela ($19,900) within the Grants Fund to obtain project assessments and design concepts for new median breaks along Sweetwater and Whisperwood Drive: to address vehicle pedestrian conflicts and pedestrian access and safety at 5 pedestrian crossing for Sonoran Heights and Rancho Gabriela Elementary Schools. 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	Community Development	#G42210 Ped & Bike Improvement for Marley Park	E	-	23,000	23,000
Grants	Community Development	#G42210 Ped & Bike Improvement for Marley Park	R	-	23,000	23,000
Grants	Community Development	#G42220 Ped & Bike Improvement Sonoran Heights|Rancho	E	-	19,900	19,900
Grants	Community Development	#G42220 Ped & Bike Improvement Sonoran Heights|Rancho	R	-	19,900	19,900
Grants	General Operations	Contingency	E	24,000,000	(42,900)	23,957,100
Grants	General Operations	Other	R	24,377,400	(42,900)	24,334,500
			Expense Total	**24,000,000**	**-**	**24,000,000**
			Revenue Total	**24,377,400**	**-**	**24,377,400**

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA ASSOCIATION OF GOVERNMENTS
FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR
MARLEY PARK ELEMENTARY SCHOOL

AGREEMENT BETWEEN

MARICOPA ASSOCIATION OF GOVERNMENTS

AND THE CITY OF SURPRISE

FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR MARLEY PARK ELEMENTARY SCHOOL

This agreement (Agreement) is between the Maricopa Association of Governments (MAG), an Arizona non-profit corporation and the City of Surprise, an Arizona municipal corporation (CITY), collectively referred to as the "Parties," or individually as a "Party."

This Agreement shall become effective as of the date it is duly executed by the last Party and shall continue in full force and affect until June 30, 2020. MAG and City of Surprise view this Agreement as a mutually beneficial relationship.

A) Statutory Authorization Agreement

MAG

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration (FHWA) Funds, and Federal Transit Administration Funds as described in the FY 2019 MAG Unified Planning Work Program and Budget (FY 2019 UPWP), and as described in the agreement between MAG and the Arizona Department of Transportation.

THE CITY OF SURPRISE

CITY is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

B) Purpose of the Agreement

The purpose of this Agreement is to identify and define the level of financial participation by CITY and MAG to prepare Pedestrian and Bicycle Improvements for Marley Park Elementary School (PROJECT).

The PROJECT will be completed through MAG Contract No. 0600-0145-18-E001-828A-0Q.000000 using a consultant(s) from the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program and Bicycle and Pedestrian Master Plans and First Time Updates On-Call Consultant list. The cost of this PROJECT will not exceed FORTY SIX THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($46,500.00). The scope of work is set forth in Exhibit "A."

C) Mission/Goal Statement

The goal of the PROJECT is to provide a Project Assessment (PA) and 15% design concept plans for a future construction project for new median breaks on Sweetwater Avenue and Whisperwood Drive to address the vehicle/pedestrian conflicts at the intersection of Sweetwater Avenue and Whisperwood Drive.

D) Study Funding

1. MAG is the recipient of FY 2019 FHWA Planning Funds as described in the FY 2019 UPWP and in the agreement between MAG and the Arizona Department of Transportation.

2. The FY 2019 UPWP includes the PROJECT as part of the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program.

3. The consultant contract for the PROJECT will be for an amount not to exceed ($46,500.00). Subject to the availability of funding and approval of their respective governing bodies, funding for the PROJECT will be shared among the Parties as follows:

Maricopa Association of Governments	$ ($22,963.69)	80%
City of Surprise	$ ($5,740.92)	20%
Total	$ ($28,704.61)	100%

4. Cost adjustments: The MAG/CITY proportional share is to be split 80/20 for any amount less than or equal to ($28,704.61). If the cost for the consultant is more than ($28,704.61) it will be CITY'S responsibility to cover excess costs.

5. CITY'S financial participation is limited to paying CITY'S proportional share as provided in paragraphs 3 and 4 above. It shall be MAG's responsibility to enter into the consultant contract.

6. MAG will invoice CITY for CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The CITY shall make payment to MAG thirty (30) calendar days after receipt of invoice. The financial contribution of both Parties shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to CITY upon CITY's written request.

7. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

   For MAG:

   Eric J. Anderson
   Executive Director
   Maricopa Association of Governments
   302 North First Avenue, Suite 300
   Phoenix, Arizona 85003
   602-254-6300

   For the City of Surprise:

   Martin Lucero
   Transportation Planning Manager
   City of Surprise
   16000 North Civic Center Plaza
   Surprise AZ, 85374
   623-222-3142

   Notices shall be deemed received on date delivered, if delivered by hand; on the day it is sent by confirmed email; on the second day after its deposit with any commercial air courier or express service; or, if mailed, ten (10) calendar days after the notice is deposited in the United States mail as above provided; and on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by confirmed email shall also be sent by regular mail to the recipients at the above addresses. This requirement for duplication notice is not intended to change the effective date of the notice sent by confirmed email.

8. In the event that the MAG funds required for performance of this Agreement are withdrawn or are not available for funding, this Agreement, without penalty to any of the Parties, may be immediately terminated; and any financial contribution paid by CITY will be returned to CITY.

9. Any remaining unspent funds following PROJECT closeout will be retained by MAG for unrestricted use.

E) General Terms and Conditions of the Agreement

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

2. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.

3. Hold Harmless. Each Party to this Agreement, as Indemnitor, agrees to indemnify, defend and hold harmless the other Party, and such Party's departments, officers, employees, elected officials, agents and representatives (collectively, "INDEMNITEES"), for, from and against all liability, losses, expenses, damages or claims (collectively "CLAIMS") arising from or related to the Indemnitor's performance or non-performance of its obligations pursuant to the terms of this Agreement.

4. This Agreement shall not be construed to imply authority to perform tasks, or accept any responsibility, not expressly set forth herein.

5. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

6. This Agreement shall be subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. § 38-511.

7. This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each Party.

8. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

City of Surprise, an Arizona municipal corporation

By:_____
Mike Frazier
City Manager

Date:_____

Attest:

By:_____
Sherry Aguilar
City Clerk

Maricopa Association of Governments, an Arizona non-profit corporation

By:_____
Eric J. Anderson
Executive Director

Date:_____

Reviewed as to form by General Counsel for Maricopa Association of Governments, and Counsel for the City of Surprise

I have reviewed the above referenced Agreement between MAG and the CITY OF SURPRISE, an agreement proper in form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of MAG to enter into this Agreement..

Robert Wingo
City of Surprise
City Attorney

Mitesh V. Patel
Maricopa Association of Governments
General Counsel

APPENDIX A – SCOPE OF SERVICES

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)

SRTS PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR MARLEY PARK ELEMENTARY SCHOOL

I. WORK PLAN AND TASKS

The purpose of this Section is to outline the major tasks required to be performed by the CONSULTANT in order to produce the needed analyses and deliverables to MAG.

The project will provide a Project Assessment (PA) and 15% design concept plans, specs and estimate for a future construction project for new median breaks on Sweetwater Avenue and Whisperwood Drive to address the vehicle/pedestrian conflicts at the intersection of Sweetwater Avenue and Whisperwood Drive. A median break on Whisperwood Drive would allow parents who have already dropped off or picked up their children to avoid driving southbound through the intersection of Sweetwater Avenue and Whisperwood Drive. A median break on Sweetwater Avenue would allow eastbound vehicles to enter the west parking lot driveway to drop off or pick up their children in the west parking lot without having to drive through the intersection of Sweetwater Avenue and Whisperwood Drive.

Task 1. **Meetings and Progress Reports**

The CONSULTANT will coordinate the Project Kickoff Meeting, held by phone and web conferencing with key staff of the requesting agency, the CONSULTANT, and MAG Design Assistance attending. This meeting will be scheduled within three (3) weeks of the Notice to Proceed. Project related issues will be identified and discussed at this meeting including a review of other studies conducted by the local agency, including the 2018 Safe Routes to School study to use as a basis for development of the PA. Kickoff Meeting notes will be prepared by the CONSULTANT and copies provided to City staff and the MAG Project Manager.

The CONSULTANT will coordinate and attend monthly project coordination meetings with the City Project Manager and MAG Project Manager(s). These will be by phone conference.

The CONSULTANT will provide MAG with monthly progress reports summarizing the status of the project, work completed during the reporting period, and approximate hours expended on each project. Any issues that are adversely affecting the timely completion of the project and that need to be resolved shall be identified as soon as possible and shall also be identified in the progress reports. Monthly progress reports shall be attached to the monthly invoices.

Task 2. **Data Collection and Field Review**

The CONSULTANT will collect and review all relevant plans, studies, and other information for this PA. The CONSULTANT will compile and review any available as-built plans, utility data, right-of-way information, and relevant studies.

The CONSULTANT will perform a field reconnaissance of the project site to verify existing conditions and features including above ground utilities. The CONSULTANT will conduct an inventory of intersections, driveway accesses, light poles, and traffic control within the study area.

CONSULTANT will develop a topographic basefile of existing conditions that allows the project team to easily identify physical features and potential concerns within the project limits for the 15% improvements. The locations identified for survey include:

- Whisperwood Drive, approximately 150 feet on each approach to the proposed median break located approximately 350 feet north of Sweetwater Avenue
- Sweetwater Avenue, approximately 150 feet on each approach to the proposed median break located approximately 630 feet west of Whisperwood Drive

At each of the locations identified above, the following items will be surveyed:

- Existing roadway features, including pavement markings, sidewalks, curb ramps, pedestrian crossing facilities, bike facilities, curb and gutter, width of driveway, intersections, and surface types will be identified.
- Inventory results of existing signage, pavement marking, street light poles, utilities, and other elements immediately adjacent to the three study locations identified if relevant to the proposed improvement.
- Inventory results of issues identified and potential needs
- The maps will serve as the base map to develop design alternatives.

Task 3. **Data Analysis**

The CONSULTANT shall analyze and review the data collected in Task 2. This data shall be analyzed to determine possible opportunities and constraints as related to the study area and pedestrian safety and circulation.

The CONSULTANT shall conduct initial review of the survey data and base file. This task would include: identifying existing signing, evaluating existing pavement markings, existing drainage and potential utility (overhead and underground) conflicts, permitting needs (including environmental), ownership of right-of-way, construction and seasonal considerations.

The CONSULTANT shall utilize City of Surprise, MAG, FHWA, AASHTO, and NACTO design guidance to develop design criteria (lane widths, minimum dimensions, design best practices) for this project.

The CONSULTANT shall develop up to two one improvement per feature and conduct alternatives analysis. Data collected in Task 2 will be used to identify improvements to vehicular movements to separate vehicles from high pedestrian areas to increase safety. A no-build option will also be included in the PA.

The CONSULTANT shall prepare conceptual level designs for the project area features.

The CONSULTANT shall identify necessary concept level ADA improvements exclusively for developing a construction budget within the 15% design concept.

Task 4. **Draft Project Assessment Report**

The PA document shall describe the scope, schedule and cost of the project. A Draft PA is distributed to the City and MAG for review and comment. The CONSULTANT will follow the ADOT Local Public Agency format for PAs as outlined below.

The PA document/report will include the following information:

- Project Determination – The Project Determination includes the appropriate approval signatures, describes the appropriate class of environmental documentation, estimated project costs, identifies major funding sources, and anticipated level of public involvement required during design.

- Cover Sheet – Name of the project, project number, highway or street name and number, federal project number (placeholder for future designation), location and route.

- Introduction – The purpose of the project and program information

- Background – This section addresses year of construction, previous upgrade projects, roadway functional classification, if the roadway is on the National Highway System, existing typical section, general features such as structures, major drainage, major traffic control items, railroad crossings, major utilities, overview of other studies conducted, which caused the project to be programmed.

- Describe the general intersection or corridor right-of-way. Identify the type of right-of-way; easement or deed. General land ownership should also be identified (Private, other jurisdiction, etc.) whenever possible.

- Project Scope – Description of the proposed pedestrian and/or bicycle improvements and recommended project scope.

- Development Considerations – The PA will include a discussion of the following considerations:
    - Environmental requirements which will include the following:
        - Biological Resources
        - Cultural resources
        - Air Quality
        - Noise
        - Required Land Use Actions
        - Sections 4(f) and 6(f)
        - Hazardous Materials
        - Water Resources
        - Socioeconomics
        - Visual Resources
        - Agency Coordination
        - Required Permits
    - Outside agency involvement to include, as necessary, project locations that are likely to involve lengthy clearance procedures. Such locations will include projects involving the Forest Service, Bureau of Land Management, Indian Reservations, railroad or irrigation companies, and certain urban settings.
    - Right-of-way requirements; state whether new right-of-way or easements will be required and, whenever possible the identification of the owner.

- Utility relocation requirements. Describe any utility impacts, and how the relocation of the utilities is expected to be accomplished (work done by the utility company, bid item in the construction project), how the work is to be financed (local funds or federal aid funds), prior rights issues.
- Seasonal considerations; address field survey, data collections and testing, and the construction season.
- Traffic requirements; discuss the need for traffic control, pavement marking, signing, and traffic signal or long-term maintenance needs.
- Survey mapping requirements
- Design alternatives; provide two (2) design alternatives (no-build, Alternative 1). A full discussion of alternates is required. Any number of major alternatives may be significant depending upon the nature of a project. Each design should be given sufficient study to ensure that it is feasible. Any alternatives which deviate from standards should be noted. Discuss if any alternative scope of work was reviewed and/or considered and reason for rejection. Discuss how many alternatives should be considered. (as described in Task 3)
- Advanced design (30 to 100 percent) requirements; identify alternatives or issues that should be evaluated during future design phases.
- Design Exceptions; including identification of the requesting agency/department and from whom approval is given.

- Other requirements:
  - Reiterate funding source. If the local agency is planning on submitting the project for Federal funds; would the agency process the project under the Certification Acceptance (CA) procedures.
  - Discuss whether the project will be developed by ADOT, consultant, or by others.
- Estimated Costs
  - Describe basis of the cost estimate and special assumptions.
  - Prepare a summary of itemized costs with columns for local and other funds in the following categories:
    - Design (Preliminary Engineering)
    - Construction
    - Right-of-way
    - Utility relocation
    - 15 percent construction administration
    - Five (5) percent contingency
    - One (1) percent post design
    - Total Cost
- Special Provisions
- Coordination with nearby projects
- Discussion of Lower Cost Countermeasures Considered
  - This will include discussion regarding consideration of lower cost countermeasures describing those considered or why other countermeasures are not being considered.
- Vicinity Map
  - Project location and vicinity maps

- Design concepts (as described in Task 3)
- Preliminary Plans
    - Roadway design sheets

Task 5. **Final Project Assessment Report**

The PA document review team will consist of key City of Surprise staff and the MAG project manager(s). The PA review team will be provided a minimum of three full weeks to review the Draft PA and submit comments to the CONSULTANT. The CONSULTANT will review all comments and provide a Summary of Comments along with initial responses to the comments. The CONSULTANT will coordinate a comment resolution meeting to be held within one week from the deadline for receiving comments. The CONSULTANT will schedule and facilitate a comment resolution meeting with the PA team for the final disposition of all comments.

The CONSULTANT will prepare a "Final" PA document that would reflect the consensus on scope, schedule and cost and include all elements described in Task 4 with all pertinent documents. The Final PA document shall address all comments on the Draft PA that have been received from the local public agency and MAG. The Final PA will be submitted electronically to MAG within fifteen (15) weeks of NTP. The "Final" PA will be delivered in Microsoft Word and Adobe Acrobat PDF file versions.

Note: If the project is funded for design and/or construction using Federal funds, the "Final" PA document will need to be labeled as Draft PA for submittal to ADOT during the design stage.

Task 6. **Executive Summary and Regional Significance Report**

CONSULTANT will prepare an executive summary of the project. The summary shall include an aerial map of the area, before and after images, renderings, and a brief description of the pedestrian/bicycle design assistance project and key recommendations. A primary goal of the summary shall be to provide an explanation of the regional significance of the project and lessons learned from this project that could be applied to the other areas of the region to help improve the pedestrian/bicycle environment. The summary will include text to describe the short term and long-term Safe Routes to School improvements and their impacts to the City of Surprise. The summary shall be reviewed by the MAG Program Manager and comments shall be incorporated into the draft summary to create a final version.

II. DELIVERABLES

Task 1: Notes from the Project Kickoff Meeting. Participation in monthly project coordination meetings and monthly progress reports.

Task 2: Confirmation of survey and field review.

Task 3: AutoCAD base file. A USB drive of all project photos (in .jpg format). High resolution versions of all prepared graphics.

Task 4: Prepare and deliver Draft Project Assessment Report. One PDF and one Microsoft Word version of the PA delivered to the City of Surprise and MAG project manager(s) via e-mail for distribution.

Task 5: Prepare and deliver to City of Surprise and MAG a summary of comments and initial responses to the comments. Prepare and deliver comment resolution meeting minutes including disposition of the discussion of consensus on scope, alternatives, schedule and cost. Document the final disposition of all comments received on the Draft PA. Prepare Final PA Report including all pertinent documents.

Task 6: Prepare and deliver to MAG an executive summary and regional significance report.

III. SCHEDULE

It is anticipated that the project will commence on or about September 2, 2019 and will be completed by December 18, 2019.

Task	Schedule for Completion
1. Meetings and Progress Reports	December 11, 2019
2. Data Collection and Field Review	September 20, 2019
3. Data Analysis	October 20, 2019
4. Draft Project Assessment	November 13, 2019
5. Final Project Assessment	December 8, 2019
6. Summary & Regional Significance	December 11, 2019

IV. CONSULTANT WORK TEAM

The CONSULTANT will form a work team of key personnel (as named below) to perform the project. Other labor requirements will be filled by other staff members of the CONSULTANT.

Y2K Engineering - Prime Consultant

Yung Koprowski	Project Manager
Chris Williams	Sr. Engineer
Kelly Fletcher	Project Engineer
Michelle Beckley	Project Engineer
Keith Koprowski	Project Engineer
Nicole Neiffer	CAD Designer
Rae Stephani	Engineering Designer
Mohammed Al Haji	Engineering Designer

EcoPlan Associates, Inc. – Environmental Considerations

Landcor Consulting - Survey

V. BUDGET

The budget for the project by task is as follows:

	Task	Budget
A.	Meetings and Progress Reports	$ 1,300.68
B.	Data Collection and Field Review	$ 858.70
C.	Data Analysis	$ 4,331.40
D.	Draft Project Assessment	$ 15,123.21
E.	Final Project Assessment	$ 6,231.92
F.	Executive Summary and Regional Significance Report	$ 858.70
	Total	$28,704.61

EXHIBIT C

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA ASSOCIATION OF GOVERNMENTS
FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR
SONORAN HEIGHTS AND RANCHO GABRIELA ELEMENTARY SCHOOLS

AGREEMENT BETWEEN

MARICOPA ASSOCIATION OF GOVERNMENTS

AND THE CITY OF SURPRISE

FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR SONORAN HEIGHTS AND RANCHO GABRIELA ELEMENTARY SCHOOLS

This agreement (Agreement) is between the Maricopa Association of Governments (MAG), an Arizona non-profit corporation and the City of Surprise, an Arizona municipal corporation (CITY), collectively referred to as the "Parties," or individually as a "Party."

This Agreement shall become effective as of the date it is duly executed by the last Party and shall continue in full force and affect until June 30, 2020. MAG and City of Surprise view this Agreement as a mutually beneficial relationship.

A) Statutory Authorization Agreement

MAG

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration (FHWA) Funds, and Federal Transit Administration Funds as described in the FY 2019 MAG Unified Planning Work Program and Budget (FY 2019 UPWP), and as described in the agreement between MAG and the Arizona Department of Transportation.

THE CITY OF SURPRISE

CITY is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

B) Purpose of the Agreement

The purpose of this Agreement is to identify and define the level of financial participation by CITY and MAG to prepare Pedestrian and Bicycle Improvements for Sonoran Heights and Rancho Gabriela Elementary Schools (PROJECT).

The PROJECT will be completed through MAG Contract No. 0600-0145-18-E001-828A-0R.000000 using a consultant(s) from the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program and Bicycle and Pedestrian Master Plans and First Time Updates On-Call Consultant list. The cost of this PROJECT will not exceed FIFTY NINE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($59,500.00). The scope of work is set forth in Exhibit "A."

C) Mission/Goal Statement

The goal of the PROJECT is to provide a Project Assessment (PA) and 15% design concept plans for a future construction project for a total of five (5) recommended Engineering strategies for Sonoran Heights and Rancho Gabriela Elementary Schools.

D) Study Funding

1. MAG is the recipient of FY 2019 FHWA Planning Funds as described in the FY 2019 UPWP and in the agreement between MAG and the Arizona Department of Transportation.

2. The FY 2019 UPWP includes the PROJECT as part of the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program.

3. The consultant contract for the PROJECT will be for an amount not to exceed ($59,500.00). Subject to the availability of funding and approval of their respective governing bodies, funding for the PROJECT will be shared among the Parties as follows:

Maricopa Association of Governments	$ ($19,905.20)	80%
City of Surprise	$ ($4,976.29)	20%
Total	$ ($24,881.49)	100%

4. Cost adjustments: The MAG/CITY proportional share is to be split 80/20 for any amount less than or equal to ($24,881.49). If the cost for the consultant is more than ($24,881.49) it will be CITY'S responsibility to cover excess costs.

5. CITY'S financial participation is limited to paying CITY'S proportional share as provided in paragraphs 3 and 4 above. It shall be MAG's responsibility to enter into the consultant contract.

6. MAG will invoice CITY for CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The CITY shall make payment to MAG thirty (30) calendar days after receipt of invoice. The financial contribution of both Parties shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to CITY upon CITY's written request.

7. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

   For MAG:

   Eric J. Anderson
   Executive Director
   Maricopa Association of Governments
   302 North First Avenue, Suite 300
   Phoenix, Arizona 85003
   602-254-6300

   For the City of Surprise:

   Martin Lucero
   Transportation Planning Manager
   City of Surprise
   16000 North Civic Center Plaza
   Surprise AZ, 85374
   623-222-3142

   Notices shall be deemed received on date delivered, if delivered by hand; on the day it is sent by confirmed email; on the second day after its deposit with any commercial air courier or express service; or, if mailed, ten (10) calendar days after the notice is deposited in the United States mail as above provided; and on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by confirmed email shall also be sent by regular mail to the recipients at the above addresses. This requirement for duplication notice is not intended to change the effective date of the notice sent

by confirmed email.

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9. Any remaining unspent funds following PROJECT closeout will be retained by MAG for unrestricted use.

E) General Terms and Conditions of the Agreement

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

2. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.

3. Hold Harmless. Each Party to this Agreement, as Indemnitor, agrees to indemnify, defend and hold harmless the other Party, and such Party's departments, officers, employees, elected officials, agents and representatives (collectively, "INDEMNITEES"), for, from and against all liability, losses, expenses, damages or claims (collectively "CLAIMS") arising from or related to the Indemnitor's performance or non-performance of its obligations pursuant to the terms of this Agreement.

4. This Agreement shall not be construed to imply authority to perform tasks, or accept any responsibility, not expressly set forth herein.

5. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

6. This Agreement shall be subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. § 38-511.

7. This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each Party.

8. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

City of Surprise, an Arizona municipal corporation

By:_____
Mike Frazier
City Manager

Date:_____

Attest:

By:_____
Sherry Aguilar
City Clerk

Maricopa Association of Governments, an Arizona non-profit corporation

By:_____
Eric J. Anderson
Executive Director

Date:_____

Reviewed as to form by General Counsel for Maricopa Association of Governments, and Counsel for the City of Surprise

I have reviewed the above referenced Agreement between MAG and the CITY OF SURPRISE, an agreement proper in form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of MAG to enter into this Agreement..

Robert Wingo
City of Surprise
City Attorney

Mitesh V. Patel
Maricopa Association of Governments
General Counsel

APPENDIX A – SCOPE OF SERVICES

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)

SRTS PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR SONORAN HEIGHTS AND RANCHO GABRIELA ELEMENTARY SCHOOLS

I. WORK PLAN AND TASKS

The purpose of this Section is to outline the major tasks required to be performed by the CONSULTANT in order to produce the needed analyses and deliverables to MAG.

The project will provide a Project Assessment (PA) and 15% design concept plans, specs and estimate for a future construction project for a total of five (5) recommended Engineering strategies for Sonoran Heights and Rancho Gabriela Elementary Schools. They include:

1) Provide wayfinding to accessible crossing northwest of Cholla Street/ Gabriela Drive roundabout or identify new crossing location;
2) Install Variable Message Signs and Speed Feedback Signs on Bullard Avenue at the Cholla Street crosswalk;
3) Construct new northbound right turn lane on Greer Ranch Parkway into Sonoran Heights Elementary School's driveway;
4) Upgrade existing crosswalk on Mescal Street on the eastside of Greer Ranch Parkway to a white ladder-style crosswalk;
5) Install ADA compliant curb ramp and striped crosswalk connecting the park's sidewalk to the sidewalk in front of the Sonoran Heights Elementary School.

Task 1. **Meetings and Progress Reports**

The CONSULTANT will coordinate the Project Kickoff Meeting, held via phone and web conferencing with key staff of the requesting agency, the CONSULTANT, and MAG Design Assistance attending. This meeting will be scheduled within three (3) weeks of the Notice to Proceed. Project related issues will be identified and discussed at this meeting including a review of other studies conducted by the local agency, including the 2018 Safe Routes to School study to use as a basis for development of the PA. Kickoff Meeting notes will be prepared by the CONSULTANT and copies provided to City staff and the MAG Project Manager.

The CONSULTANT will coordinate and attend monthly project coordination meetings with the City Project Manager and MAG Project Manager(s). These will be by phone conference.

The CONSULTANT will provide MAG with monthly progress reports summarizing the status of the project, work completed during the reporting period, and approximate hours expended on each project. Any issues that are adversely affecting the timely completion of the project and that need to be resolved shall be identified as soon as possible and shall also be identified in the progress reports. Monthly progress reports shall be attached to the monthly invoices.

Task 2. **Data Collection and Field Review**

The CONSULTANT will collect and review all relevant plans, studies, and other information for this PA. The CONSULTANT will compile and review any available as-built plans, utility data, right-of-way information, and relevant studies.

The CONSULTANT will perform a field reconnaissance of the project site to verify existing conditions and features including above ground utilities. The CONSULTANT will conduct an inventory of intersections, driveway accesses, light poles, and traffic control within the study area.

CONSULTANT will develop a topographic basefile of existing conditions that allows the project team to easily identify physical features and potential concerns within the project limits for the 15% improvements. The locations identified for survey include:

- the intersection of Cholla Street and Gabriela Drive
- the intersection of Greer Ranch Parkway and Cholla Street
- the intersection of Greer Ranch Parkway and Mescal Street
- the park area adjacent to Sonoran Heights Elementary School

At each of the locations identified above, the following items will be surveyed:

- Existing roadway features, including pavement markings, sidewalks, curb ramps, pedestrian crossing facilities, bike facilities, curb and gutter, width of driveway, intersections, and surface types will be identified.
- Inventory results of existing signage, pavement marking, street light poles, utilities, and other elements immediately adjacent to the three study locations if relevant to the proposed improvement.
- The maps will serve as the base map to develop design alternatives.

The locations identified for variable message signs (VMS) and/or speed feedback signs are not expected to warrant a topographic survey. The CONSULTANT will create a base file for these locations based on aerial photography since no roadway or sidewalk modifications are proposed at these locations.

Task 3. **Data Analysis**

The CONSULTANT shall analyze and review the data collected in Task 2. This data shall be analyzed to determine possible opportunities and constraints as related to the study area and pedestrian safety and circulation.

The CONSULTANT shall conduct initial review of the survey data and base file. This task would include: identifying existing signing, evaluating existing pavement markings, existing drainage and potential utility (overhead and underground) conflicts, permitting needs (including environmental), ownership of right-of-way, construction and seasonal considerations.

The CONSULTANT shall utilize City of Surprise, MAG, FHWA, AASHTO, and NACTO design guidance to develop design criteria (lane widths, minimum dimensions, design best practices) for this project.

The CONSULTANT shall develop one alternative per feature. Concepts and data collected in Task 2 will be used to identify improvements for sidewalk gaps, ADA compliant ramps, high-visibility crosswalks, a pedestrian refuge area for protected pedestrian crossings. A no-build option will also be included in the PA.

The CONSULTANT shall prepare conceptual level designs for the project area features.

The CONSULTANT shall identify necessary concept level ADA improvements exclusively for developing a construction budget within the 15% design concept.

Task 4. **Draft Project Assessment Report**

The PA document shall describe the scope, schedule and cost of the project. A Draft PA is distributed to the City and MAG for review and comment. The CONSULTANT will follow the ADOT Local Public Agency format for PAs as outlined below.

The PA document/report will include the following information:

- Project Determination – The Project Determination includes the appropriate approval signatures, describes the appropriate class of environmental documentation, estimated project costs, identifies major funding sources, and anticipated level of public involvement required during design.

- Cover Sheet – Name of the project, project number, highway or street name and number, federal project number (placeholder for future designation), location and route.

- Introduction – The purpose of the project and program information

- Background – This section addresses year of construction, previous upgrade projects, roadway functional classification, if the roadway is on the National Highway System, existing typical section, general features such as structures, major drainage, major traffic control items, railroad crossings, major utilities, overview of other studies conducted, which caused the project to be programmed.

- Describe the general intersection or corridor right-of-way. Identify the type of right-of-way; easement or deed. General land ownership should also be identified (Private, other jurisdiction, etc.) whenever possible.

- Project Scope – Description of the proposed pedestrian and/or bicycle improvements and recommended project scope.

- Development Considerations – The PA will include a discussion of the following considerations:
    - Environmental requirements which will include the following:
        - Biological Resources
        - Cultural resources
        - Air Quality
        - Noise
        - Required Land Use Actions
        - Sections 4(f) and 6(f)
        - Hazardous Materials
        - Water Resources
        - Socioeconomics
        - Visual Resources
        - Agency Coordination
        - Required Permits

- Outside agency involvement to include, as necessary, project locations that are likely to involve lengthy clearance procedures. Such locations will include projects involving the Forest Service, Bureau of Land Management, Indian Reservations, railroad or irrigation companies, and certain urban settings.
- Right-of-way requirements; state whether new right-of-way or easements will be required and, whenever possible the identification of the owner.
- Utility relocation requirements. Describe any utility impacts, and how the relocation of the utilities is expected to be accomplished (work done by the utility company, bid item in the construction project), how the work is to be financed (local funds or federal aid funds), prior rights issues.
- Seasonal considerations; address field survey, data collections and testing, and the construction season.
- Traffic requirements; discuss the need for traffic control, pavement marking, signing, and traffic signal or long-term maintenance needs.
- Survey mapping requirements
- Design alternatives; provide two (2) design alternatives (no-build, Alternative 1). A full discussion of alternates is required. Any number of major alternatives may be significant depending upon the nature of a project. Each design should be given sufficient study to ensure that it is feasible. Any alternatives which deviate from standards should be noted. Discuss if any alternative scope of work was reviewed and/or considered and reason for rejection. Discuss how many alternatives should be considered. (as described in Task 3)
- Advanced design (30 to 100 percent) requirements; identify alternatives or issues that should be evaluated during future design phases.
- Design Exceptions; including identification of the requesting agency/department and from whom approval is given.

- Other requirements:
  - Reiterate funding source. If the local agency is planning on submitting the project for Federal funds; would the agency process the project under the Certification Acceptance (CA) procedures.
  - Discuss whether the project will be developed by ADOT, consultant, or by others.
- Estimated Costs
  - Describe basis of the cost estimate and special assumptions.
  - Prepare a summary of itemized costs with columns for local and other funds in the following categories:
    - Design (Preliminary Engineering)
    - Construction
    - Right-of-way
    - Utility relocation
    - 15 percent construction administration
    - Five (5) percent contingency
    - One (1) percent post design
    - Total Cost

- Special Provisions

- Coordination with nearby projects
- Discussion of Lower Cost Countermeasures Considered
    - This will include discussion regarding consideration of lower cost countermeasures describing those considered or why other countermeasures are not being considered.
- Vicinity Map
    - Project location and vicinity maps
- Design concepts (as described in Task 3)
- Preliminary Plans
    - Wayfinding upgrades at Cholla Street and Gabriela Drive
    - Right turn lane at Sonoran Heights Driveway
    - VMS and Speed Feedback Layouts along Bullard Ave
    - VMS and Speed Feedback Specification

Task 5. **Final Project Assessment Report**

The PA document review team will consist of key City of Surprise staff and the MAG project manager(s). The PA review team will be provided a minimum of three full weeks to review the Draft PA and submit comments to the CONSULTANT. The CONSULTANT will review all comments and provide a Summary of Comments along with initial responses to the comments. The CONSULTANT will coordinate a comment resolution meeting to be held within one week from the deadline for receiving comments. The CONSULTANT will schedule and facilitate a comment resolution meeting with the PA team for the final disposition of all comments.

The CONSULTANT will prepare a "Final" PA document that would reflect the consensus on scope, schedule and cost and include all elements described in Task 4 with all pertinent documents. The Final PA document shall address all comments on the Draft PA that have been received from the local public agency and MAG. The Final PA will be submitted electronically to MAG within fifteen (15) weeks of NTP. The "Final" PA will be delivered in Microsoft Word and Adobe Acrobat PDF file versions.

Note: If the project is funded for design and/or construction using Federal funds, the "Final" PA document will need to be labeled as Draft PA for submittal to ADOT during the design stage.

Task 6. **Executive Summary and Regional Significance Report**

CONSULTANT will prepare an executive summary of the project. The summary shall include an aerial map of the area, before and after images, renderings, and a brief description of the pedestrian/bicycle design assistance project and key recommendations. A primary goal of the summary shall be to provide an explanation of the regional significance of the project and lessons learned from this project that could be applied to the other areas of the region to help improve the pedestrian/bicycle environment. The summary will include text to describe the short term and long-term Safe Routes to School improvements and their impacts to the City of Surprise. The summary shall be reviewed by the MAG Program Manager and comments shall be incorporated into the draft summary to create a final version.

II. DELIVERABLES

Task 1: Notes from the Project Kickoff. Participation in monthly project coordination meetings and monthly progress reports.

Task 2: Confirmation of survey and field review.

Task 3: AutoCAD base file. A USB drive of all project photos (in .jpg format). High resolution versions of all prepared graphics.

Task 4: Prepare and deliver Draft Project Assessment Report. One PDF and one Microsoft Word version of the PA delivered to the City of Surprise and MAG project manager(s) via e-mail for distribution.

Task 5: Prepare and deliver to City of Surprise and MAG a summary of comments and initial responses to the comments. Prepare and deliver comment resolution meeting minutes including disposition of the discussion of consensus on scope, alternatives, schedule and cost. Document the final disposition of all comments received on the Draft PA. Prepare Final PA Report including all pertinent documents.

Task 6: Prepare and deliver to MAG an executive summary and regional significance report.

III. SCHEDULE

It is anticipated that the project will commence on or about September 2, 2019, and will be completed by December 18, 2019.

Task	Schedule for Completion
1. Meetings and Progress Reports	December 11, 2019
2. Data Collection and Field Review	September 20, 2019
3. Data Analysis	October 20, 2019
4. Draft Project Assessment	November 13, 2019
5. Final Project Assessment	December 8, 2019
6. Summary & Regional Significance	December 11, 2019

IV. CONSULTANT WORK TEAM

The CONSULTANT will form a work team of key personnel (as named below) to perform the project. Other labor requirements will be filled by other staff members of the CONSULTANT.

Y2K Engineering - Prime Consultant

Yung Koprowski	Project Manager
Chris Williams	Sr. Engineer
Kelly Fletcher	Project Engineer
Michelle Beckley	Project Engineer
Keith Koprowski	Project Engineer
Nicole Neiffer	CAD Designer
Rae Stephani	Engineering Designer
Mohammed Al Haji	Engineering Designer

EcoPlan Associates, Inc. – Environmental Considerations

V. BUDGET

The budget for the project by task is as follows:

	Task	Budget
A.	Meetings and Progress Reports	$ 1,300.68
B.	Data Collection and Field Review	$ 1,073.38
C.	Data Analysis	$ 4,331.40
D.	Draft Project Assessment	$ 12,155.63
E.	Final Project Assessment	$ 5,161.70
F.	Executive Summary and Regional Significance Report	$ 858.70
	Total	$24,881.49

SURPRISE
ARIZONA

COMMUNITY DEVELOPMENT

Date: August 6, 2019

To: Mayor and City Council

From: Martin Lucero, Transportation Planning Manager
martin.lucero@surpriseaz.gov, 623-222-3142
Chris Boyd, Interim Community Development Director

Re: Grant Fund Awards

Background

As part of the Safe Routes to School initiative, transportation projects had been identified improve safety and minimize vehicle and pedestrian conflicts. In conjunction with these plans the City of Surprise was awarded 2 federal close out grants through the Maricopa Association of Governments to evaluate and provide design concepts to improve pedestrian safety and to minimize the identified conflicts.

These two grants will allow the City to obtain project assessments and design concepts for three different site locations. The first location will provide engineering services for new median breaks along Sweetwater and Whisperwood Drive: to address vehicle pedestrian conflicts. The second will address pedestrian access and safety at 5 pedestrian crossing for Sonoran Heights and Rancho Gabriela Elementary Schools.

Below you will find a breakdown of the budget implications and total awards.

Federal Fiscal Close Out Award

The IGA with MAG defines the level of financial participation between both parties as out lined below.

1. Pedestrian and Bicycle Improvements for Marley Park

Total	Federal Funds (80%)	Local Funds (20%)
$28,704.61	$22,963.69 (G42210)	$5,740.92 (P42060)

2. Pedestrian and Bicycle Improvements for Sonoran Heights and Rancho Gabriela Elementary

Total	Federal Funds (80%)	Local Funds (20%)
$24,881.49	$19,905.20 (G42220)	$4,976.29 (P42070)

Fiscal Implication

The 2 match projects are included in fiscal year 2020 Budget and the two Grant projects are included as a budget amendment from Grant Contingency.

Recommendation

Staff recommends approval of Resolution No. 2019-83, accepting $ 42,868.89 in Federal Fiscal Close Out Funds.

ATTACHMENTS:

1. PowerPoint Presentation

SURPRISE
ARIZONA

Maricopa Association of Governments Design Assistance Grant Award

Community Development, August 6, 2019

History

Safe Route to School Plans

- Marley Park Completion March 2018
- Rancho Gabriela Completion November 2017
- Sonoran Heights Completion April 2018

These plans identified issues requiring action

- Issue
  - Vehicles queuing onto Sweetwater Ave, Whisperwood Dr, and Greer Ranch Pkwy during AM and PM Peaks
    - 20% to 25% of morning rush hour traffic attributed to children drop-offs
- Solution
  - Reduce the number of high risk crossings by separating vehicles and pedestrian movements
  - Add additional pedestrian crossings

Marley Park Design Assistance

Project Assessment and 15% Design Concept

Project Description

- New median breaks on Sweetwater Avenue and Whisperwood Drive to address the vehicle/pedestrian conflicts at the intersection of Sweetwater Avenue and Whisperwood Drive.

Marley Park Design Assistance

Project Assessment and 15% Design Concept

IGA Funding	**Costs**
Maricopa Association of Governments (80%)	$ 22,963.69
City of Surprise (20%)	$ 5,740.92
Total	$ 28,704.61
Estimated Project Cost	
Design Plans	$ 49,473
Construction	$ 494,729
Total	$ 544,202

Sonoran Heights and Rancho Gabriela Design Assistance

Project Assessment and 15% Design Concept

Project Description

- Provide wayfinding to accessible crossing northwest of Cholla Street/ Gabriela Drive roundabout or identify new crossing location;
- Install Variable Message Signs and Speed Feedback Signs on Bullard Avenue at the Cholla Street crosswalk;

Sonoran Heights and Rancho Gabriela Design Assistance

Project Assessment and 15% Design Concept

Project Description

- Construct new northbound right turn lane on Greer Ranch Parkway into Sonoran Heights Elementary School's driveway;
- Upgrade existing crosswalk on Mescal Street on the eastside of Greer Ranch Parkway to a white ladder style crosswalk;
- Install ADA compliant curb ramp and striped crosswalk connecting the park's sidewalk to the sidewalk in front of the Sonoran Heights Elementary School.

Sonoran Heights and Rancho Gabriela Design Assistance

Project Assessment and 15% Design Concept

IGA Funding	**Costs**
Maricopa Association of Governments (80%)	$ 19,905.20
City of Surprise (20%)	$ 4,976.29
Total	$ 24,881.49
Estimated Project Cost	
Design Plans	$ 41,780
Construction	$ 417,803
Total	$ 459,583

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 4
Staff Recommendations: None

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

Agenda Wording:
Consideration and action on a re-zoning of approximately 2.49 acres of property generally located southwest of the southwestern corner of Bell Road and Dysart Roads from Regional Commercial (CR) to Industrial Performance (IP); Ordinance #2019-20.

Motion:
I move to approve Ordinance # 2019-20.

Background:
FM Solutions, on behalf of APS, seeks approval of a Rezone to expand the existing APS Service Center. The 2.49 acres will be zoned from Regional Commercial (CR) to Industrial Performance (IP). This request is being processed in conjunction with an administrative Parcel Assemblage to combine the two (2) APS Parcels.

Objective Analysis:
The Rezone for APS will provide consistent zoning for combination of the subject lot with the existing APS facility. This will allow APS to provide room for expansion.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area, which supports employment uses such as that proposed.

Financial Impact:
The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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

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

ATTACHMENTS:
1. 19.07.18 EVR FS18-685 - APS RZ CC Staff Report - 080619

2. 01 - FS18-685 - APS RZ Vicinity - 080619
3. 02 - FS18-685 - APS RZ Document - 080619
4. 03 - FS18-685 - APS RZ Citizen Participation - 080619
5. 04 - FS18-685 - APS RZ PZ Public Engagement - 080619
6. 05 - EVR ORD - FS18-685 - APS RZ CC Ordinance 2019-20
7. 06 - FS18-685 - APS RZ CC PowerPoint - 080619

VICINITY MAP

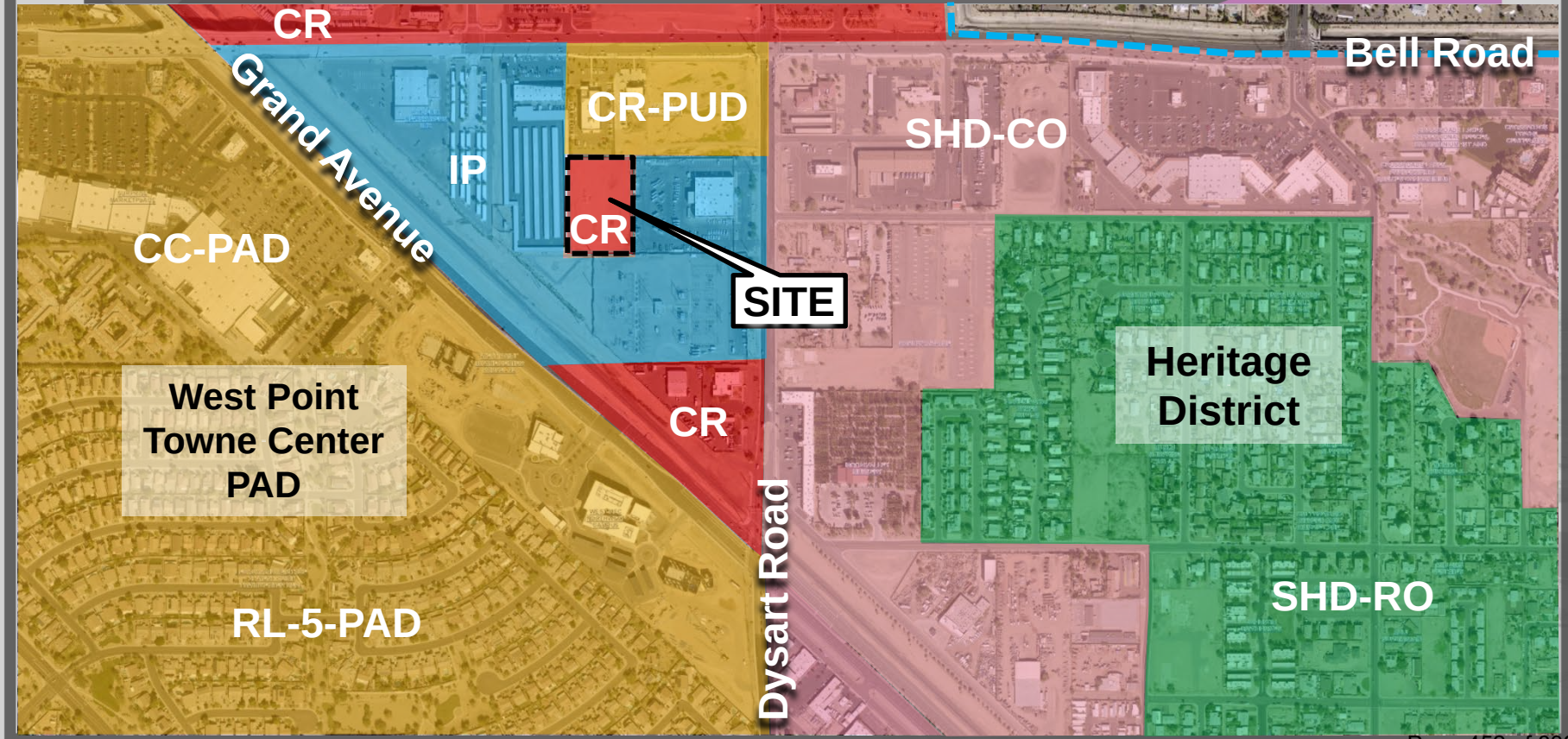
FS18-685
APS

VICINITY MAP

FS18-685
APS

ZONING

FS18-685
APS



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p 602.265.7900
f 602.265.9477

Rezone for APS Surprise Service Center

FS18-685

Prepared By:

FM Solutions

4001 North 3rd Street, Suite 250

Phoenix, Arizona 85012

602.824.5241

March 2019

4001 North 3rd St.
Suite 250
Phoenix, AZ 85012

Table of Contents

Narrative 3

Location Map 3

General Plan Land Use 4

Existing Zoning Map 5

Proposed Zoning Map 6

Legal Description 7

Enhanced Notification 8

Narrative

Arizona Public Service ("APS") is the owner of the currently undeveloped parcel 501-16-011T which is zoned for Regional Commercial ("CR") uses. APS would to rezone this parcel to that of Industrial Performance ("IP").

The subject parcel is located in District 4 and is adjacent to and existing APS Facility located along Dysart Road between Grand Avenue and Bell Road as shown in Illustration "A" below:

Illustration "A"

The parcel has no street frontage of its own and is almost fully enclosed by 6 foot 8 inch block wall. APS's intent after rezone is to infill the remaining open edges to match adjacent walls and create a continuous secure barrier. The undeveloped land will be regraded for use as on-site storage, with a landscape/retention buffer around the perimeter to match surrounding.

General Plan

Per Illustration "B" shown below, this parcel is in the Commerce and Office Character Area under the Transit Oriented Development District which allows uses as proposed. To meet the requirements of the General Plan 2035, the rezone of this parcel will respect the context of the adjacent building form and architectural style and provide similar streetscape and landscape design to surrounding uses.

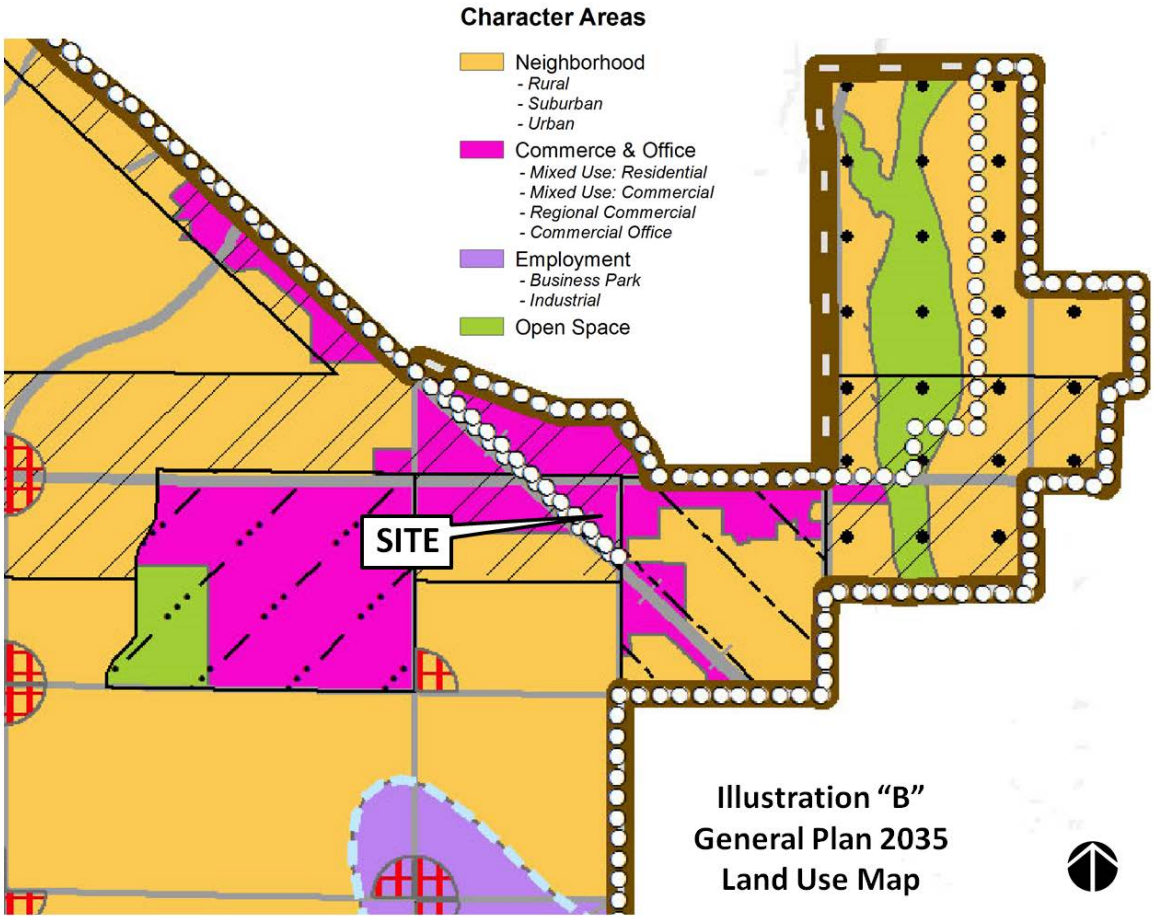
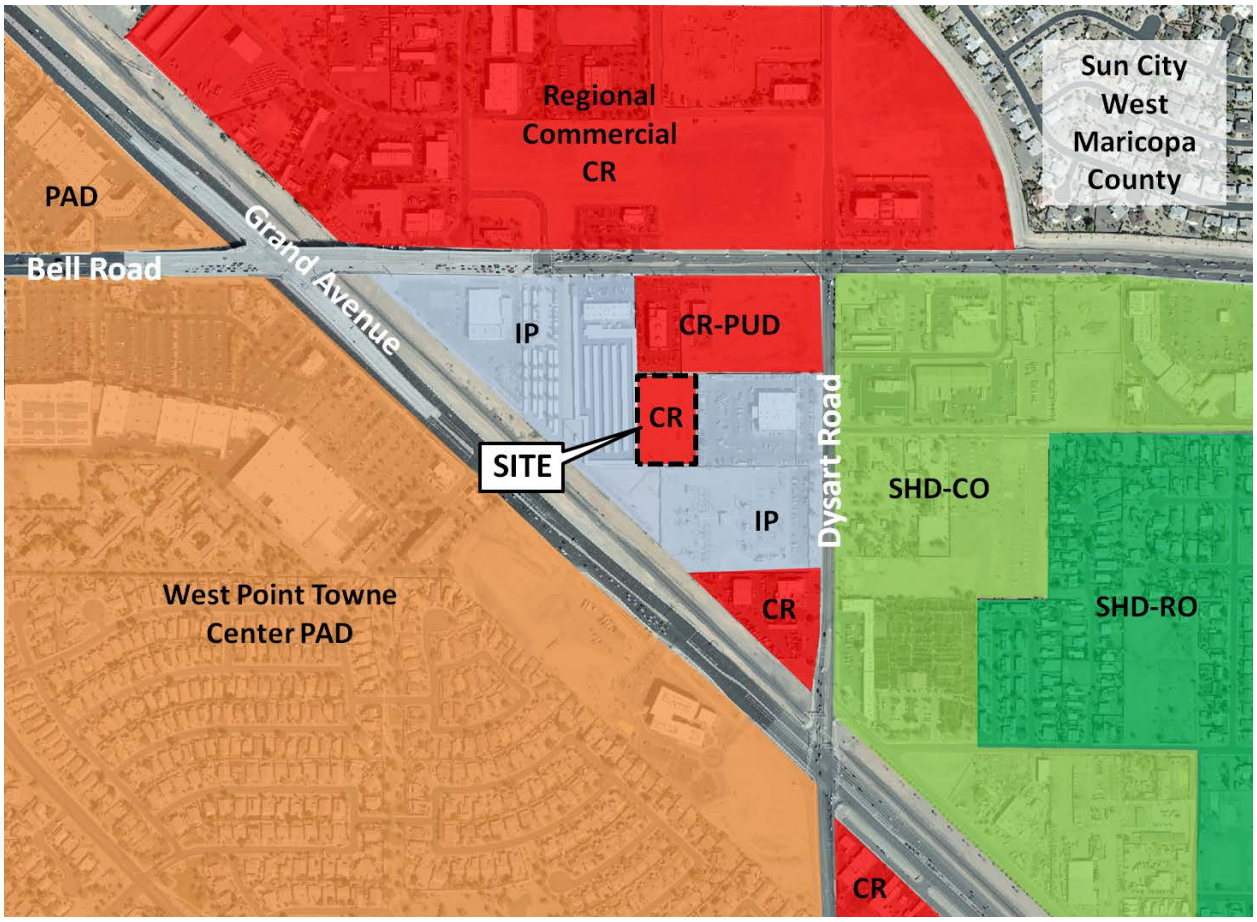


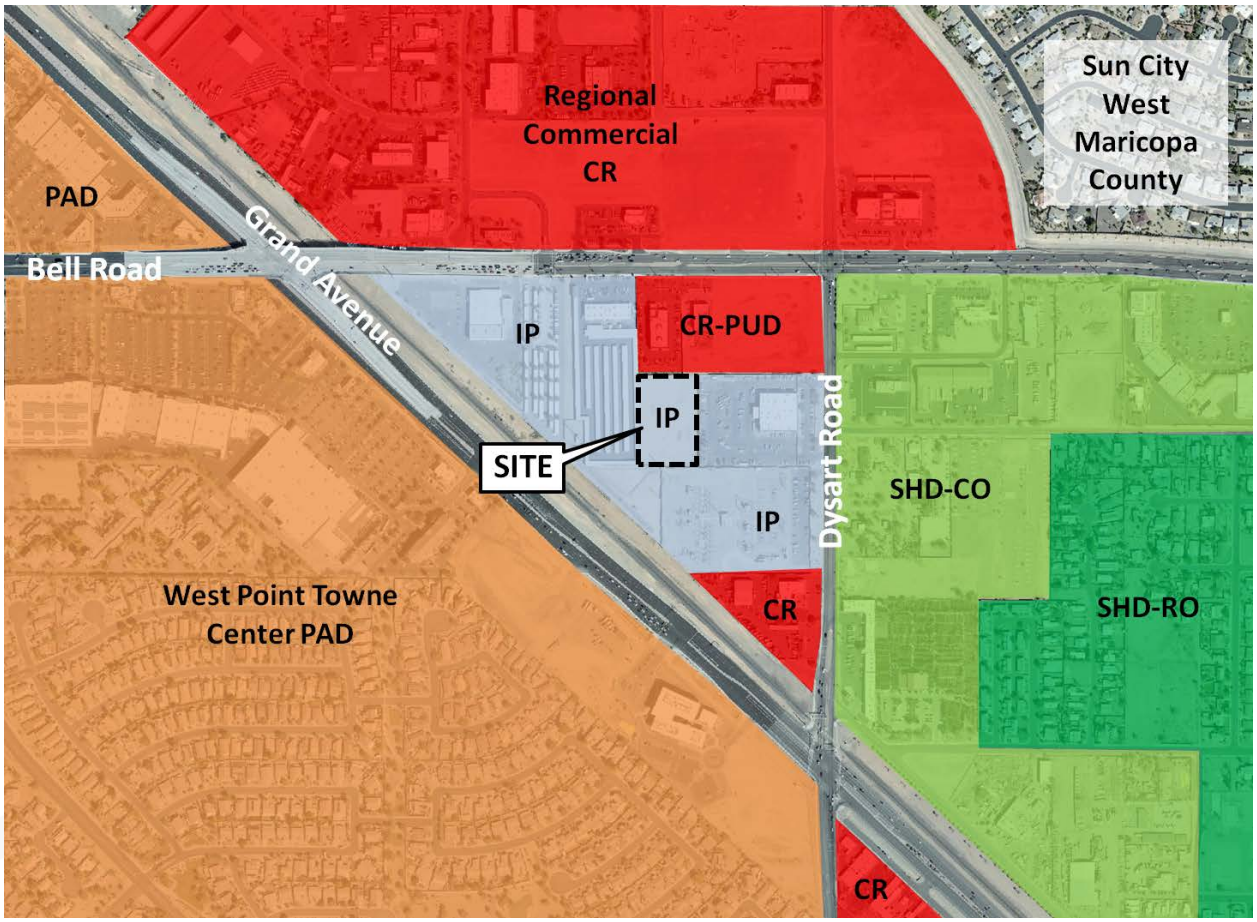
Illustration "B"
General Plan 2035
Land Use Map

Existing Zoning Map



The subject parcel is a Regional Commercial ("CR") zoned property located on 2.49 acres of land located along Dysart Road between Grand Avenue and Bell Road. The existing zoning to the east, south, and west are zoned Industrial Performance ("IP"). Zoning of the property to the north is CR with a PUD Overlay

Proposed Zoning Map



The proposed zoning of the property is to change to Industrial Performance (IP).

Legal Description

THE SOUTH 400 FEET MEASURED ALONG THE EASTERLY AND THE WESTERLY LINES OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 873.35 FEET;

THENCE SOUTH 0 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 55 FEET;

THENCE SOUTH 0 DEGREES 33 MINUTES 27 SECONDS EAST 446.13 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0 DEGREES 33 MINUTES 27 SECONDS EAST A DISTANCE OF 400 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 267.94 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN DOCKET 12986, PAGE 826;

THENCE NORTH ALONG THE WESTERLY LINE OF SAID PROPERTY DESCRIBED IN DOCKET 12986, PAGE 826 AND IN DOCUMENT NO. 83-389447 RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 400 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 275.11 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

Enhanced Notification

ENHANCED NOTIFICATION PROCEDURE REQUEST FOR COMMENTS FORM

Applicant Responsible For Completing the Following:

COMMENTING JURISDICTION: In accordance with the Enhanced Notification Procedure adopted by our community, we are informing you of a project that is being considered in our jurisdiction that may affect your community.

Please review the data provided on this project. If you feel this project may impact your jurisdiction and you would like to submit comments, please be specific in addressing potential impacts and submit your comments by the First Hearing Date noted above. Please keep comments to a maximum of three (3) pages.

All comments will be reviewed as "advisory" only. The host jurisdiction maintains authority to proceed with their hearing schedule as noted. If you have any questions or would like additional information, please call the contact person indicated above.

1. Submitting host jurisdiction: City of Surprise
2. Address or location of project: Parcel: 501-16-011T
3. Nature of action requested (general plan amendment, master plan, rezoning, etc.): Rezone from Regional Commercial (CR) to Industrial Performance (IP)
4. Description of project:
   Projected additional A.M. / P.M. peak hour vehicle trips: None
   Number of dwelling units: 0 Non-residential sq. footage: 0 Acreage of Project: 2.49
   Present and proposed land uses: Present land use: vacant lot Proposed land use: site storage
   Phasing plan for overall project: None
5. Distance from perimeter of the project to the nearest existing or proposed:
   Freeway: 400' Road of regional significance: _____
6. Measures that will be employed to mitigate any traffic impacts caused by the project: None
7. Any other comments on the project (may use reverse side or separate sheet): After rezone the parcel will be fully enclosed by a block wall to match surrounding.

CD 12/2016

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p 602.265.7900
f 602.265.9477

APS Surprise Service Center – Rezone Participation Report

To: Mr. Hobart Wingard,

City of Surprise Planning & Zoning Department

16000 N Civic Center Plaza I Surprise, AZ 85374

June 5, 2019

Re: FS18-685 APS Parcel Rezone

Mr. Wingard,

Per our email and phone discussions, a Community Outreach meeting was held at the APS Service Center building (16800 N Dysart Rd) on Tuesday, May 28th, 2019. This community outreach meeting was advertised by way of two site signs starting on 5/8/19 per the affidavit submitted by Mike Gipson of Sign Stop. It was also advertised in the local papers per email from Allysa Robinson on 5/9/2019.

During this meeting we set up a poster (digital copy attached to this report) titled 'Rezoning of Undeveloped Parcel 501-16-011T' which presented a summary of the Rezone Document. We also provided printed copies of the entire Rezone Document for attendants to review, and projected a satellite image of the parcel and neighboring area.

Prior to and after the presentation of the rezoning, representatives from FM Solutions and Arizona Public Service answered questions from the public and the city representative. The questions and concerns are reproduced on the next page along with our responses. A scanned copy of the sign in sheet is also attached.

4001 North 3rd St.
Suite 250
Phoenix, AZ 85012

Summary of Concerns

1. What is a laydown yard and what will be stored?
   a. Laydown yard is a storage area for the Service Center. We plan to store items such as poles and transformers.
2. Will there be lithium battery storage?
   a. None is planned at this time.
3. How much battery storage is located at the adjacent substation location?
   a. This question is for a neighboring parcel and will be answered directly to the email address provided by the questioner.
4. What uses will the new zoning allow that the previous zoning did not?
   a. The new zoning will allow storage of materials on site and light industrial usage consistent with the developed APS parcel.
5. Will APS be creating a separate entrance/exit from this parcel to Dysart?
   a. No. Flow of vehicles to this parcel will be routed through the APS Service center. There will be no direct street access to this parcel.

Surprise Property Rezone Meeting

Citizen Sign-In Sheet

May 28, 2019, 6:00 pm

Participant Name (Print Please)	Phone/Email (Optional)
Andy Cepon	getsurprised@cox.net

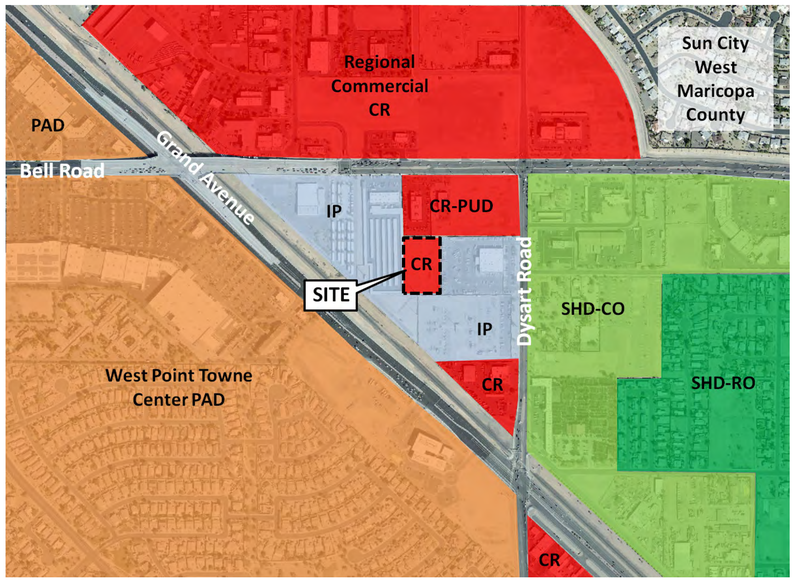
REZONING OF UNDEVELOPED PARCEL 501-16-011T

Arizona Public Service (APS) is the owner of the currently undeveloped parcel 2.49 acre parcel 501-16-011T which is zoned for Regional Commercial (CR) uses.

APS is proposing to rezone this parcel from Regional Commerical to Industrial Performance (IP) so it can be combined with the APS parcel to the East and used for on-site storage.

SITE LOCATION

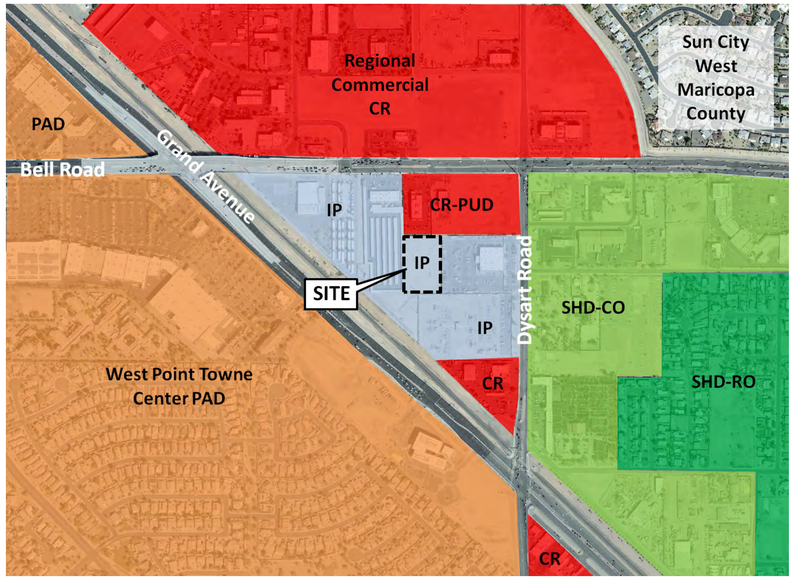
EXISTING ZONING



The subject parcel is adjacent to an existing APS Service Center and an existing APS Substation located along Dysart Road between Grand Avenue and Bell Road

The existing zoning to the east, south, and west are zoned for Industrial Performance (IP)

PROPOSED ZONING



fm SOLUTIONS

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: APS Service Center Rezone

OVERALL PUBLIC INVOLVEMENT LEVEL:

This activity will follow the citizen outreach and public hearing notification processes as outlined in state statute and the SUDC.

IDENTIFY STAKEHOLDERS:

Impacted residents; public at-large; surrounding property owners.

OBJECTIVES:

The subject request involves the rezoning of approximately 2.49 acres of land from Regional Commercial (CR) to Industrial Performance (IP).

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:
Public outreach time frame (when to when) 05/28/2019 from 6 pm to 7 pm
Future Council Work Session/Meetings target dates PZ Commission 07/18/19, City Council 08/06/19
Election dates (if applicable) N/A
Project start/completion dates N/A

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

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

ORDINANCE 2019-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A ZONING CHANGE FROM REGIONAL COMMERCIAL (CR) TO INDUSTRIAL PERFORMANCE (IP) FOR APS SERVICE CENTER, LOCATED APPROXIMATELY 700 FEET SOUTHWEST OF THE SOUTHWESTERN CORNER OF BELL AND DYSART ROADS.

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 approximately 700 feet southwest of the southwestern corner of Bell and Dysart Roads;

WHEREAS, the subject site is zoned Regional Commercial (CR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed zoning change to Industrial Performance (IP), satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this zoning change is in harmony with the purposes and intent of the Surprise Unified Development Code and the Surprise General Plan; and

WHEREAS, on July 18, 2019, the Planning and Zoning Commission recommended approval of the proposed zoning change.

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

Section 1. *Rezoning.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as "APS Service Center" is rezoned from Regional Commercial (CR) to Industrial Performance (IP).

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 _____2019.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT A – LEGAL DESCRIPTION FOR PROPERTY

THE SOUTH 400 FEET MEASURED ALONG THE EASTERLY AND THE WESTERLY LINES OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH , RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 873.35 FEET;

THENCE SOUTH 0 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 55 FEET;

THENCE SOUTH 0 DEGREES 33 MINUTES 27 SECONDS EAST 446.13 FEET TO THE TRUE POINT OF BEGINNING;

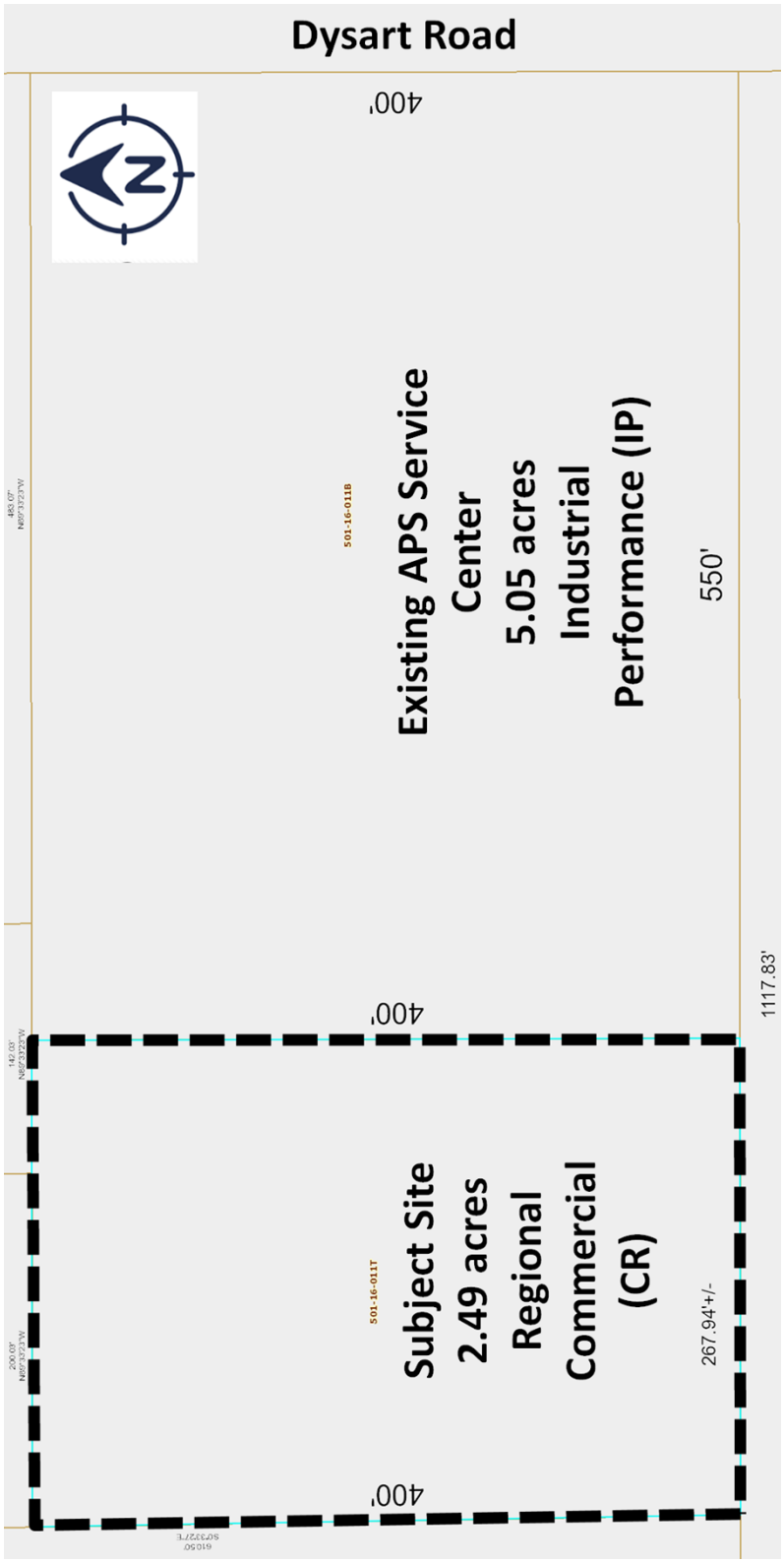
THENCE SOUTH 0 DEGREES 33 MINUTES 27 SECONDS EAST A DISTANCE OF 400 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 267.94 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN DOCKET 12986, PAGE 826;

THENCE NORTH ALONG THE WESTERLY LINE OF SAID PROPERTY DESCRIBED IN DOCKET 12986, PAGE 826 AND IN DOCUMENT NO. 83-389447 RECORDS OF MARICOPA COUNTY, ARIZONA, A DISTANCE OF 400 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 275.11 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXHIBIT B – DEPICTION OF THE PROPERTY TO BE RE-ZONED



SURPRISE
ARIZONA

FS18-685
APS Rezone

City Council – August 6, 2019

VICINITY MAP

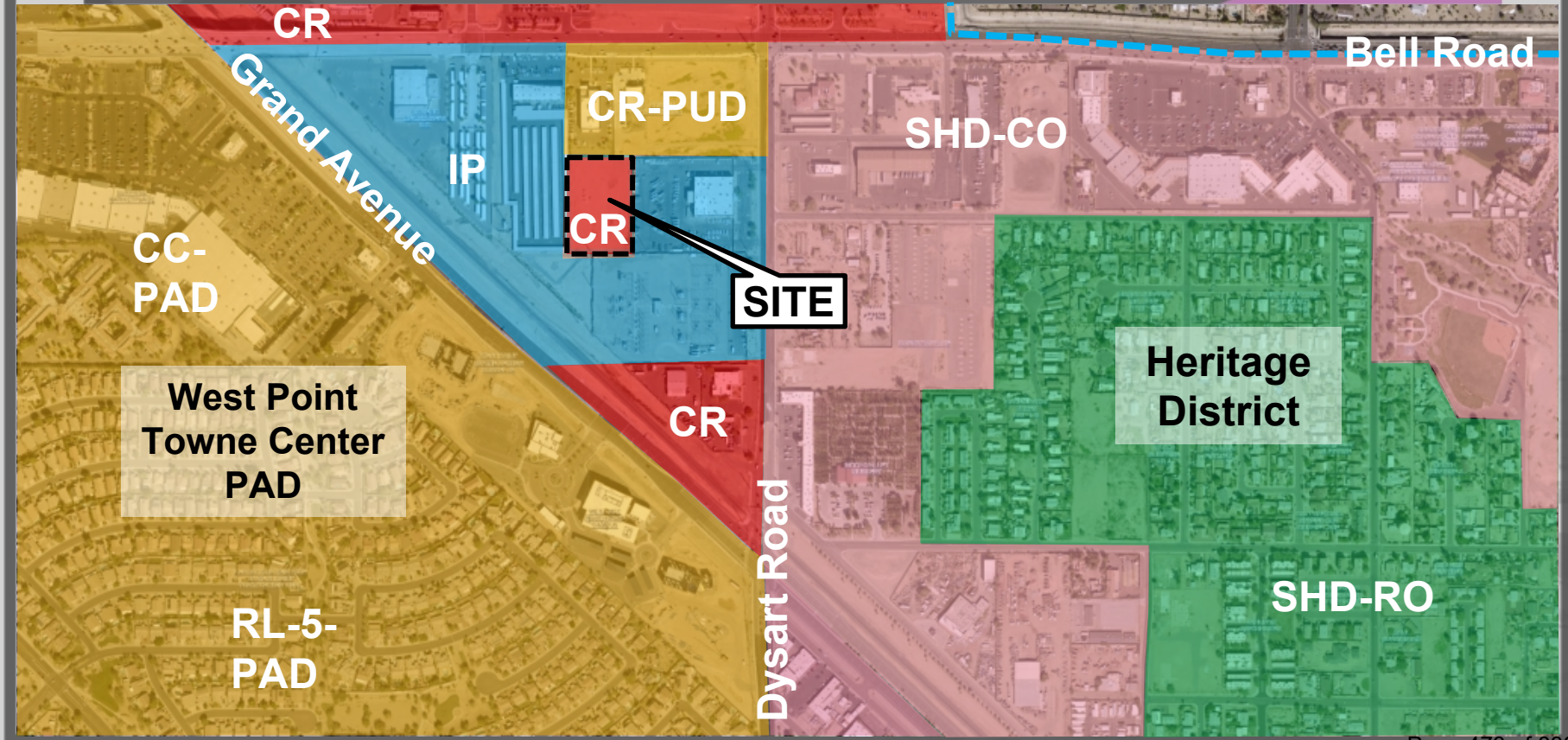
FS18-685
APS

VICINITY MAP

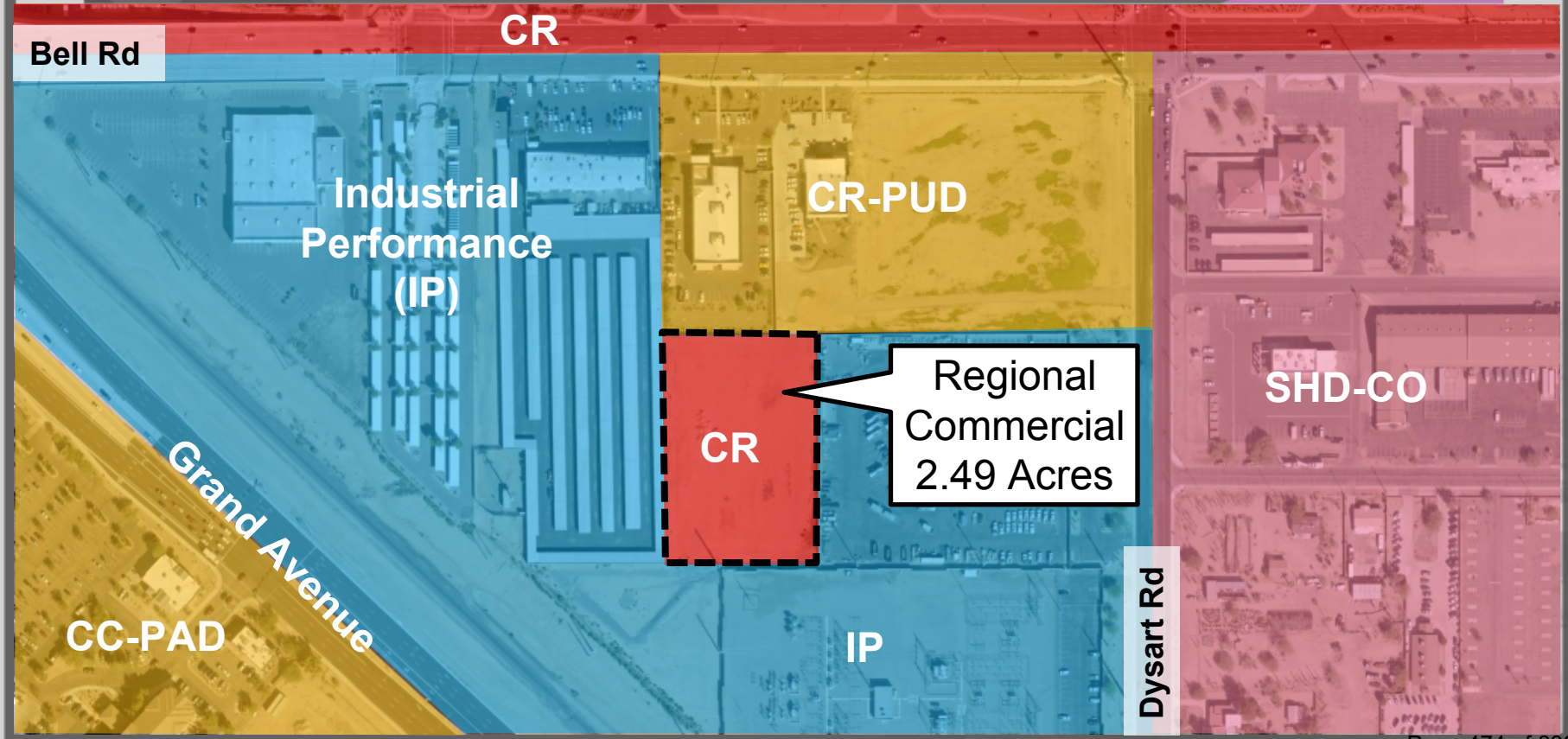
FS18-685
APS

ZONING

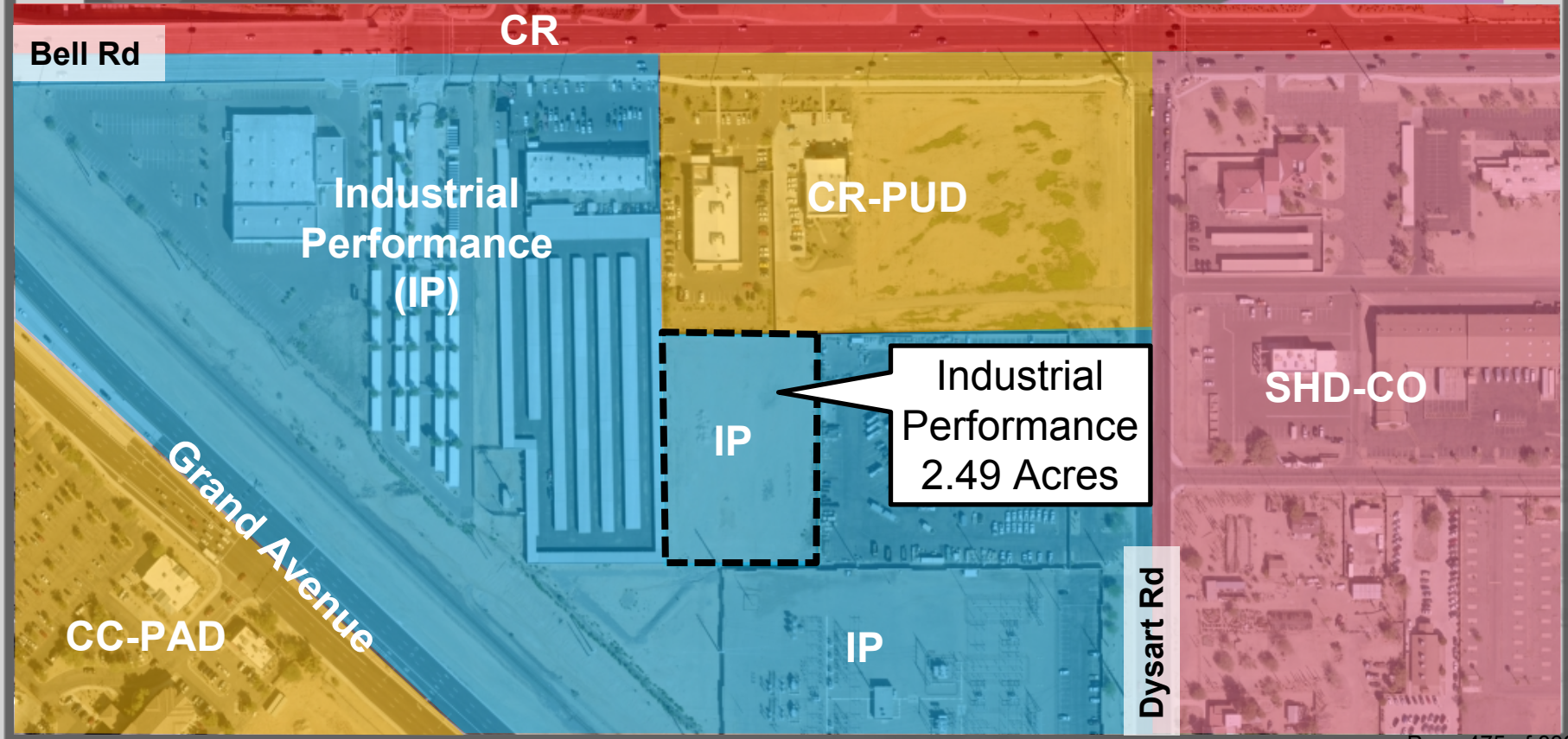
FS18-685
APS



EXISTING ZONING



PROPOSED ZONING



APS

05/28/19 – Citizen Review

07/18/19 – The Planning and Zoning Commission Recommended Approval of the APS Rezone

- The proposed Rezone demonstrates compliance with the General Plan.
- The proposed Rezone demonstrates compliance with the criteria set forth in Surprise Unified Development Code.
- The reviewing agencies have indicated no objections to the request.

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Revised Preliminary Plat entitled, "Unit P- Toll at Prasada" dated May 14, 2019, a property in the general vicinity of the corner of Cactus Road and Cotton Lane.

Motion:
I move to approve the Revised Preliminary Plat entitled, "Unit P-Toll at Prasada" subject to stipulations “a” through “c" as set forth in the Commission Recommendation within the attached Staff Report.

Background:
Toll at Prasada Unit P was included in the original Toll at Prasada Preliminary Plat processed under case FS17-394, and was subsequently platted as a single parcel under the Phase 1 Infrastructure Plat processed under case FS18-290. The applicant now seeks to further subdivide the subject parcel into 49 lots and 11 tracts. The proposed Preliminary Plat is the first step in that process.

Objective Analysis:
The original Preliminary Plat approved under FS17-394 anticipated a total of 2,207 lots for the larger Toll at Prasada project; however, the exact configuration of the lots outside of the initial phase of development had not been finalized by the time the related Phase 1 Infrastructure Plat (FS18-290) was ready to move forward. In order to keep the project moving forward, the Phase 1 Infrastructure Plat was approved with Unit P shown as a single parcel. The applicant wishes to proceed with the platting of Unit P; however, since no lotting was approved for Unit P with the original Preliminary Plat or Final Plat, a revised Preliminary Plat is required. The subject Preliminary Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the SUDC. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 2.8 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept and is consistent with the GDC.

Financial Impact:

The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.07.23 EVR FS19-110 Toll at Prasada Unit P Revised Preliminary Plat SR
2. 01 FS19-110 Toll at Prasada Unit P Revised Preliminary Plat Vicinity Map
3. 02 FS19-110 Toll at Prasada Unit P Revised Preliminary Plat Case Map
4. 03 FS19-110 Toll at Prasada Unit P Revised Preliminary Plat
5. 04 FS19-110 Toll at Prasada Unit P Preliminary Landscape Plans
6. 05 FS19-110 FCDMC Comments
7. 06 FS19-110 MWD Comments
8. 07 FS19-110 ADOT Comments
9. 08 FS19-110 LAFB Comments
10. 09 FS19-110 Toll at Prasada Unit P 08-06-19 CC Preliminary Plat Presentation

SURPRISE
ARIZONA

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-110**
Project Name:	Toll at Prasada Unit P Revised Preliminary Plat
Council District:	3 - Mesquite
Meeting Date:	**August 06, 2019**
Planner:	Robert H. Kuhfuss, AICP

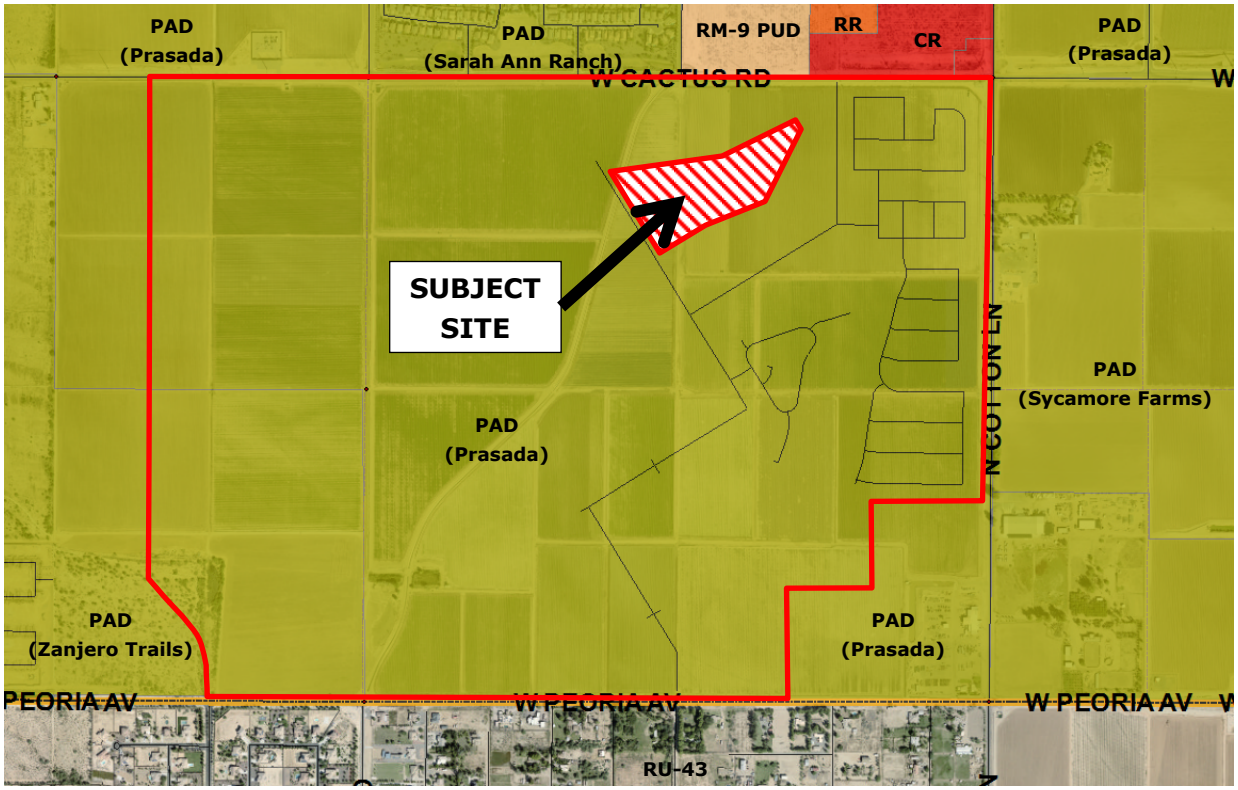
Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Revised Preliminary Plat for Toll at Prasada Unit P in the Prasada PAD
Site Location:	Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue
Area:	17.6 acres (approx.)
Density:	2.8 DU/Ac. (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Commission Recommendation:	**Approve**, subject to stipulations “a” through “c”
Alternative Actions:	**Approval** of the requested Preliminary Plat will allow the developer to proceed with the Final Platting of the subject property as proposed. **Denial** of the requested Preliminary Plat will deny the developer the opportunity to proceed with the Final Platting of the subject property as proposed.

PROJECT DESCRIPTION:

The subject request involves a revised Preliminary Plat for Unit P of the Toll at Prasada project. Unit P was included in the original Toll at Prasada Preliminary Plat processed under case FS17-394, and was subsequently platted as a single parcel under the Phase 1 Infrastructure Plat processed under case FS18-290. The applicant now seeks to further subdivide the subject parcel into 49 lots and 11 tracts. This revised Preliminary Plat is the first step in that process.

EXISTING ZONING:

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



BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

December 20, 2018: Staff met with the developer to discuss revised Preliminary Plats and related Final Plats for Parcels C, E, F, and P during a regularly scheduled Concept Review meeting under CR18-665.

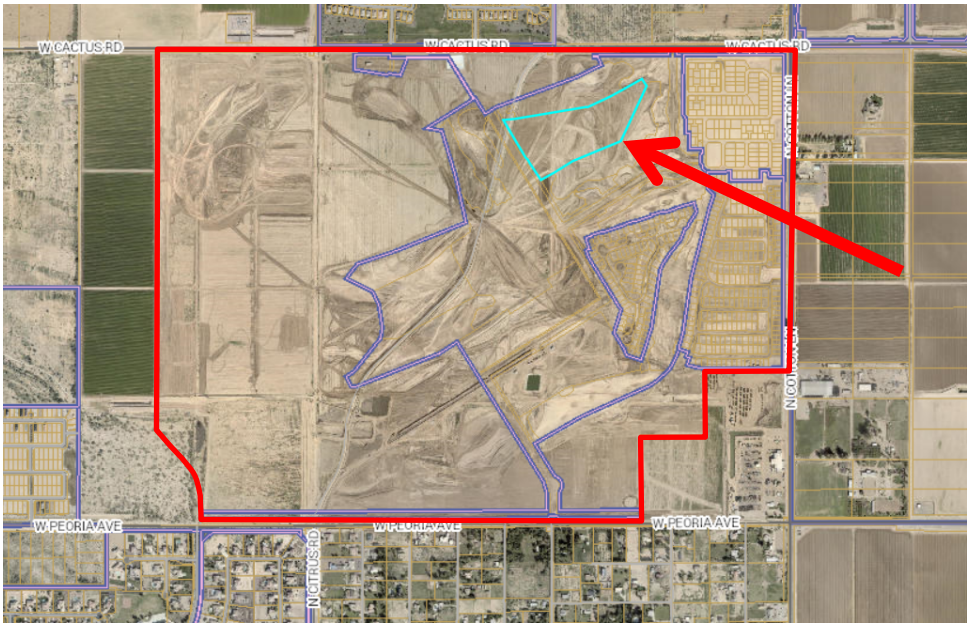
January 15, 2019: The City Council approved the Toll at Prasada Phase 1 Infrastructure Plat under case FS18-290.

February 14, 2019: The applicant submitted a request for a revise Preliminary Plat for Unit P under case FS19-110, the subject case.

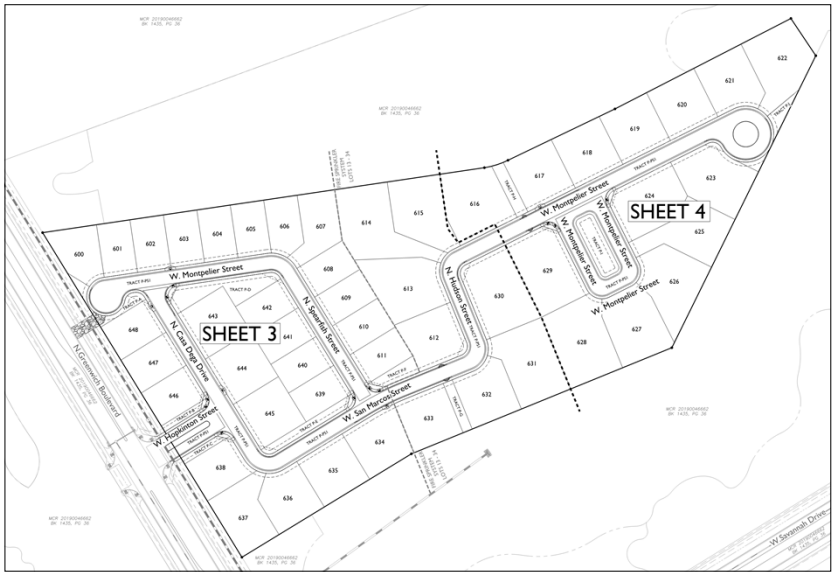
March 4, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit E under case FS19-145.

ANALYSIS AND DISCUSSION:

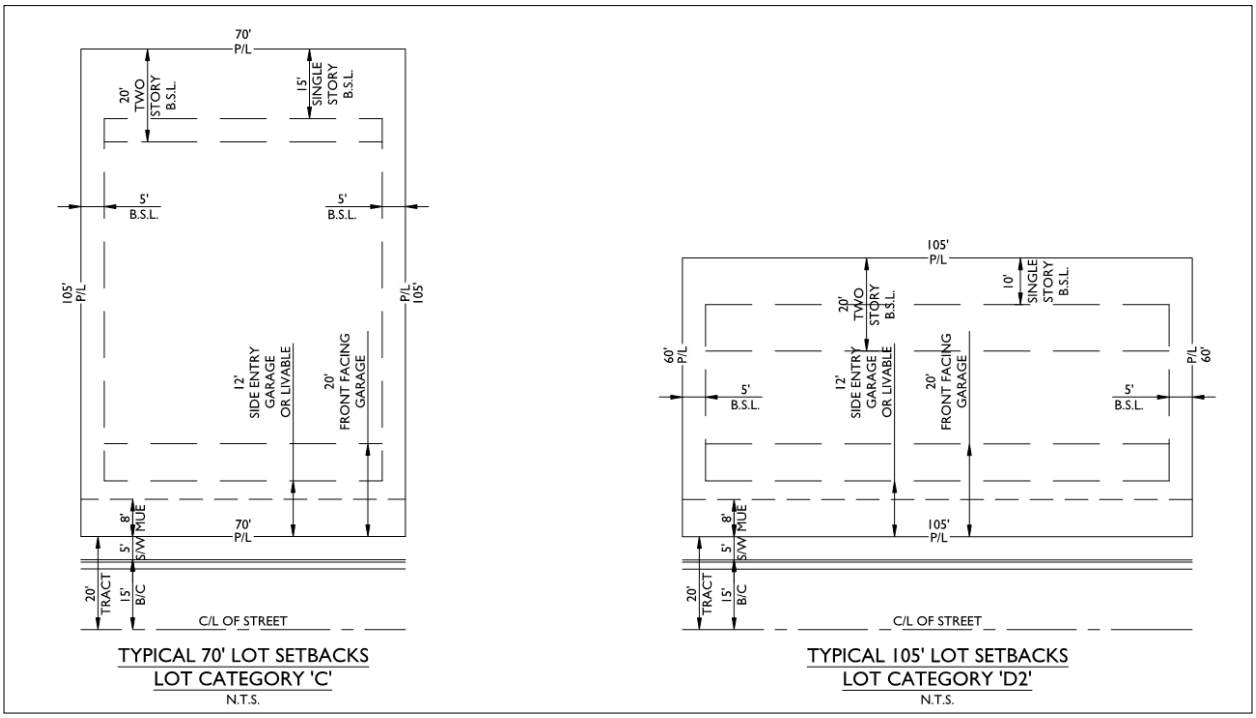
The original Preliminary Plat approved under FS17-394 anticipated a total of 2,207 lots for the larger Toll at Prasada project; however, the exact configuration of the lots outside of the initial phase of development had not been finalized by the time the related Phase 1 Infrastructure Plat (FS18-290) was ready to move forward. In order to keep the project moving forward, the Phase 1 Infrastructure Plat was approved with Unit P shown as a single parcel.



The applicant wishes to proceed with subdividing Unit P; however, since no lotting was approved for Unit P with the original Preliminary Plat or subsequent Final Plat, a revised Preliminary Plat is required. The following image depicts the layout as proposed under the subject Preliminary Plat.



The proposed subdivision anticipates two (2) Lot Categories, which are consistent with the approved PAD zoning as follows:



UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 2.8 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies with the 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept and is consistent with the GDC.

REVIEWING AGENCIES:

The subject request was routed to the standard reviewing agencies, who offered the following comments:

Flood Control District of Maricopa County (FCDMC): In an email dated February 15, 2019 (attached), FCDMC stated that prior to obtaining a building permit, either a floodplain use permit or a CLOMR/LOMR would be required by the District.

Maricopa Water District (MWD): In an email dated February 19, 2019 (attached), MWD stated the project is located within an area included in the Toll at Prasada Development and Water Delivery Agreement between MWD and the original developer/landowner.

Arizona Department of Transportation (ADOT): In an email dated March 11, 2019 (attached) ADOT indicated no concerns with the proposed use, and is neither an opponent nor a proponent to the project.

Luke Air Force Base (LAFB): In a letter dated February 19, 2019 (attached), LAFB stated the request will not negatively impact flight operations.

Summary:

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

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan.
- The proposed Preliminary Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

Based on the findings noted above, the Commission voted to recommend **approval** of the subject Preliminary Plat request to the City Council, subject to stipulations 'a' through 'c' as outlined below:

a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Toll at Prasada Unit P Revised Preliminary Plat", consisting of five (5) sheets prepared by EPS Group and stamped received May 14, 2019.

b. Landscaping of the site shall be consistent with the Landscape Plan entitled "Prasada Parcel P Landscape Construction Documents", consisting of five (5) sheets prepared by Greey|Pickett and stamped received April 26, 2019.

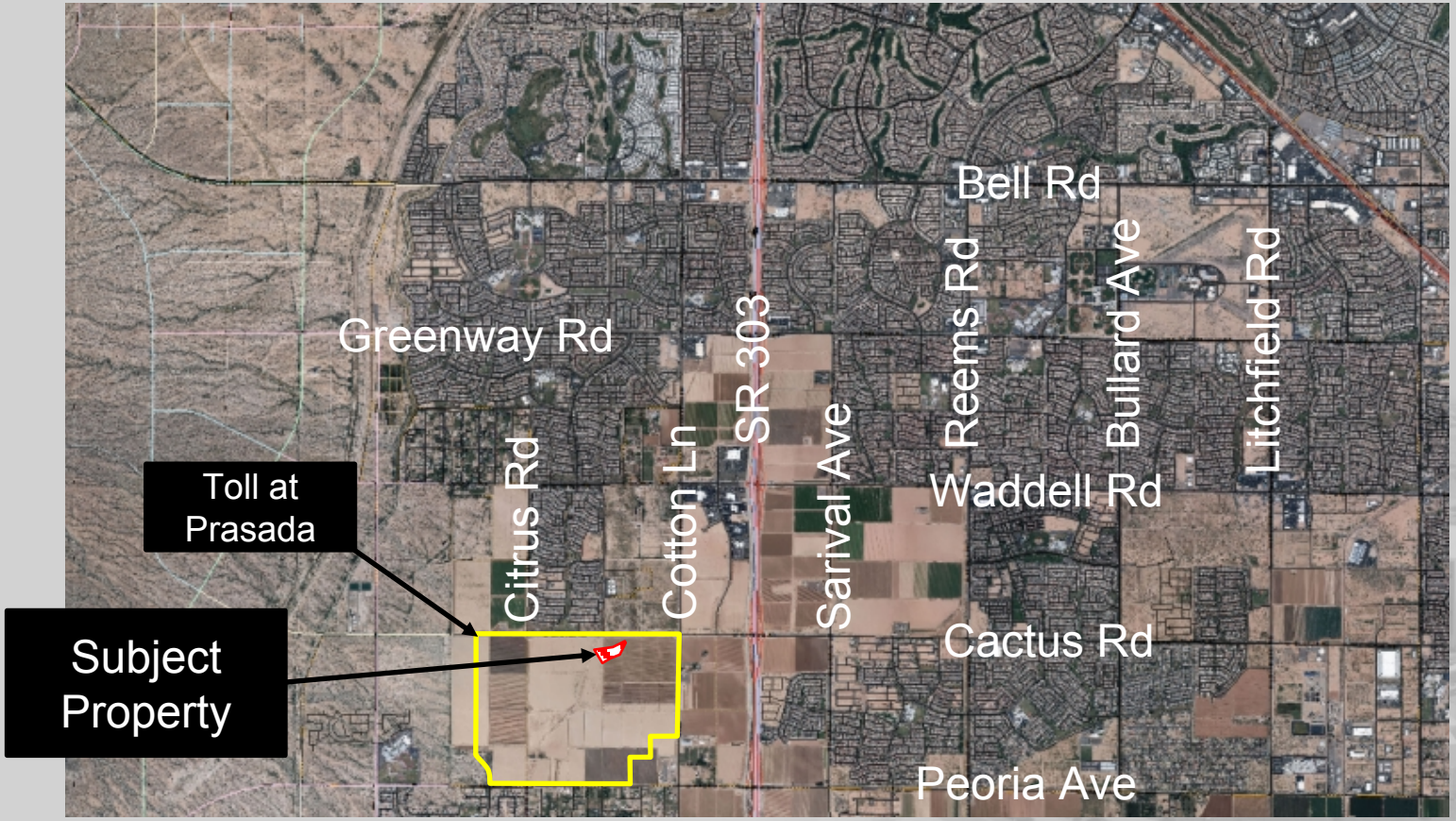
c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the Council wish to deny of the request, the Council should make its own findings and base its decision on those alternative findings.

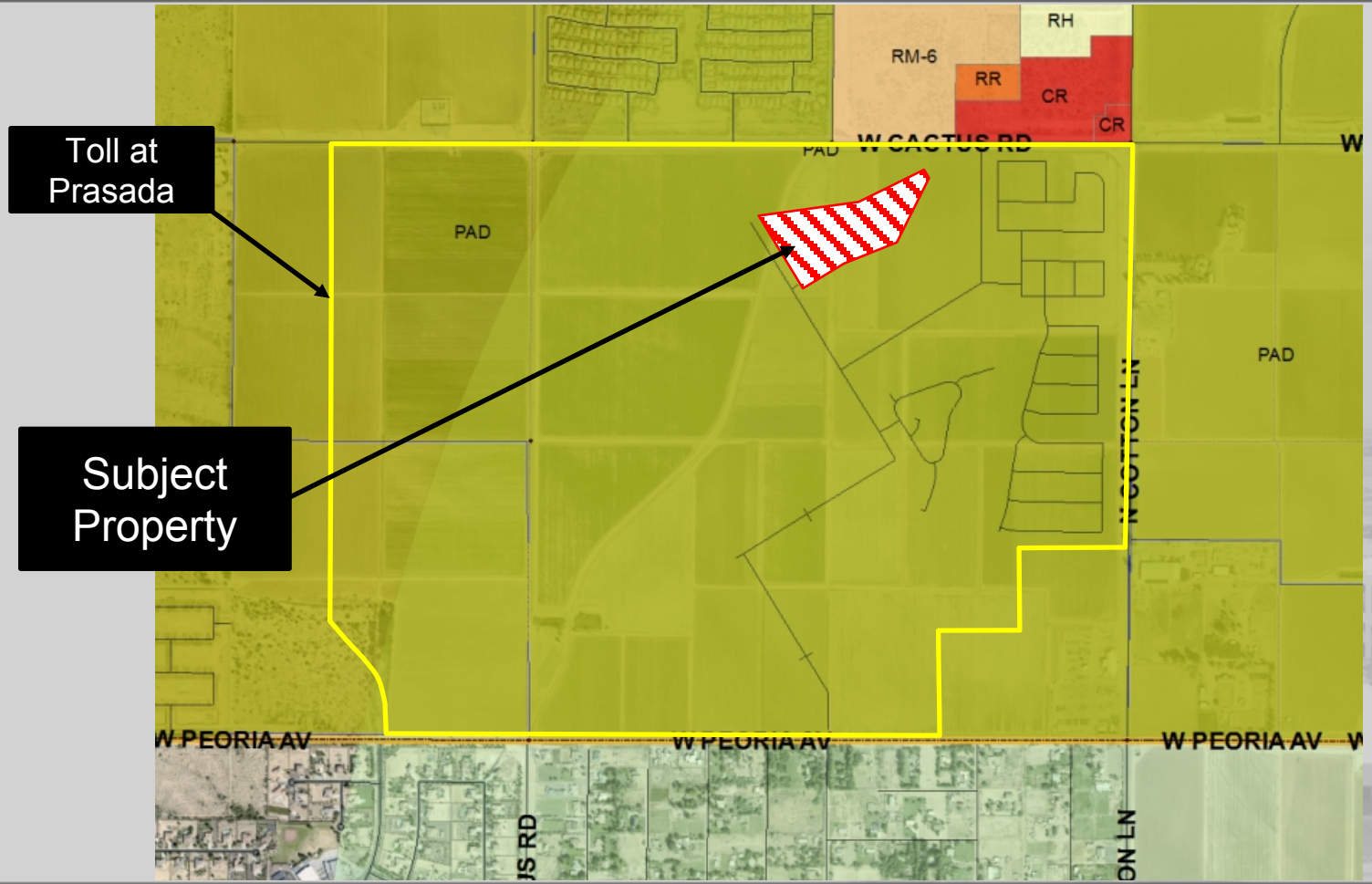
Attachments:

01 Toll at Prasada Unit P Vicinity Map
02 Toll at Prasada Unit P Case Map
03 Toll at Prasada Unit P Preliminary Plat
04 Toll at Prasada Unit P Preliminary Landscape Plans
05 FCDMC comments
06 MWD comments
07 ADOT comments
08 Luke AFB comments

FS19-110 Vicinity Map

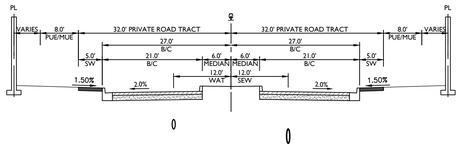


FS19-110 Case Map

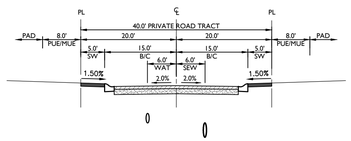


REVISED PRELIMINARY PLAT
FOR
UNIT P - TOLL AT PRASADA

A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

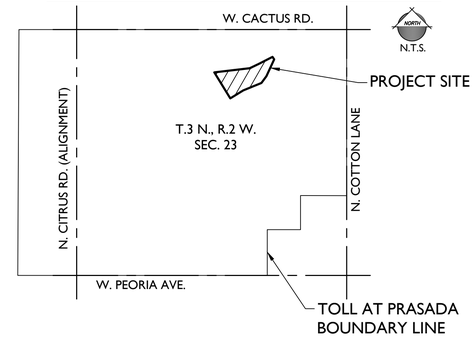


LOCAL ENTRY
RESIDENTIAL LOCAL ENTRY WITH MEDIAN
N.T.S.



LOCAL STREET
TWO-WAY WITH ON STREET PARKING (ONE SIDE)
N.T.S.

VICINITY MAP



PROJECT TEAM

DEVELOPER:
TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: RICH HOPPE, P.E.

PROJECT DATA

A.P.N.	502-04-017D
EXISTING GENERAL PLAN: EXISTING ZONING:	NEIGHBORHOOD CHARACTER AREA PLANNED AREA DEVELOPMENT (PAD) (ORDINANCE NO. 06-26)
GROSS AREA: NET AREA:	+/- 17.602 ACRES +/- 17.602 ACRES
PRIVATE STREET TRACT AREA: LOT AREA TRACT/OPEN SPACE:	+/- 3.166 ACRES +/- 13.645 ACRES +/- 0.791 ACRES

Development Pad	Phase	Acerage	* Lot Yield	Net Density
A	1	32.736	141	4.307 DU/AC
B	1	47.999	230	4.792 DU/AC
D	1	21.939	90	4.102 DU/AC
P	2	17.602	49	2.784 DU/AC
	Total	120.276	* 510	4.24 DU/AC

THE TOLL AT PRASADA PROJECTS IS PLANNED FOR A MAXIMUM OF 2207 UNITS. THE CHART SHALL BE UPDATED TO MAINTAIN A RECORD OF THE REMAINING UNIT COUNT AT EACH PHASE OF THE DEVELOPMENT.

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE, FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. ALL PUBLIC STREETS WILL BE CONSTRUCTED TO CITY OF SURPRISE MINIMUM STANDARDS AS MODIFIED HEREIN.
4. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
5. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS AND INTERIOR STREETS.
6. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

DEVELOPMENT STANDARDS

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS APPROVED IN PRASADA, CASE FS17-587.

UTILITIES

WATER	EPCOR WATER
SEWER	CITY OF SURPRISE
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK / COX
CABLE TV	CENTURYLINK / COX
FIRE	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

SHEET INDEX

SHEET 1	CS01	COVERSHEET
SHEET 2	CS02	INDEX SHEET
SHEET 3-4	PP01-PP02	PRELIMINARY PLAT
SHEET 5	DT01	DATA TABLES AND LOT DIAGRAMS/DEVELOPMENT STANDARDS

BASIS OF BEARING:

THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST. BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST.

EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
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Project: TOLL AT PRASADA
UNIT P REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA.

Cover Sheet

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: YE
Drawn by: JK

Registered Professional Engineer (Civil)
CERTIFICATE NO.
64616
JAMES
ROGERS
Date signed 5/14/19
Arizona U.S.A.

Job No.
16-339
CS01
Sheet No.
1
of 5

16-339 - UNIT P REVISED PRELIMINARY PLAT

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16-339 - UNIT P REVISED PRELIMINARY PLAT

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MCR 20190046662
BK 1435, PG 36

FIRE SPRINKLER SYSTEM - LOTS 13 - 34

FIRE SPRINKLER SYSTEM - LOTS 3 - 34

SHEET 2

SHEET 3

SHEET 4

W. Montpelier Street
W. Hopkinton Street
W. San Marcos Street
N. Casa Dega Drive
N. Spearfish Street
N. Hudson Street
N. Greenwich Boulevard
W. Savannah Drive

TRACT P-A
TRACT P-B
TRACT P-C
TRACT P-D
TRACT P-E
TRACT P-F
TRACT P-G
TRACT P-H
TRACT P-I
TRACT P-J
TRACT P-PSI

600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648

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TOLL AT PRASADA
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Project:

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Job No.
16-339

CS02

Sheet No.
2
of 5

60 0 60 120
scale feet

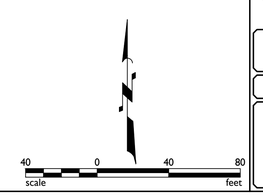
16-339 - UNIT P REVISED PRELIMINARY PLAT

KEY MAP
NOT TO SCALE

LINETYPE LEGEND

- MATCH LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE

TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02



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Preliminary Plat

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PP01

Sheet No.
3
of 5

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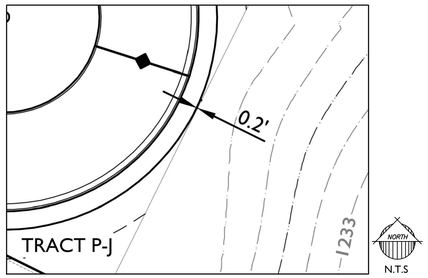
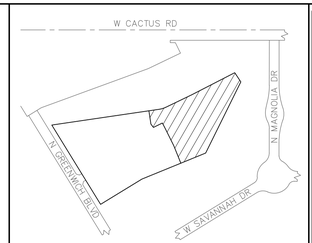
jkluce

16-339 - UNIT P REVISED PRELIMINARY PLAT

EXHIBIT A: TRACT J SPACING





KEY MAP
NOT TO SCALE

MCR 20190046662
BK 1435, PG 36

LINETYPE LEGEND

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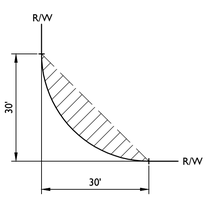
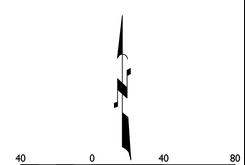


TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02



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Preliminary Plat

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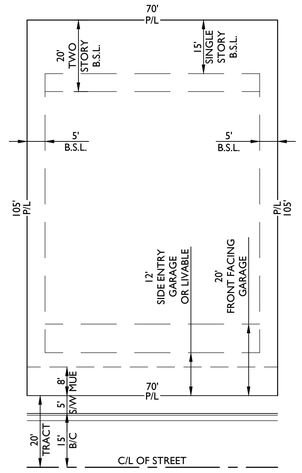
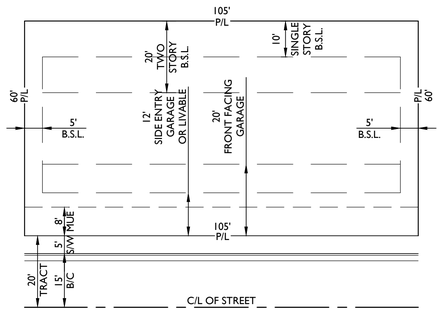
PP02

Sheet No.
4
of 5



TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
N.T.S.



TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.16'	N81°38'42"E
L2	3.70'	S81°38'42"W
L3	5.85'	N31°34'54"W
L4	3.27'	S31°34'54"E
L5	20.00'	N08°21'18"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	174.90'	40.00'	250°31'44"	56.57'	65.32'	S43°37'10"E
C2	24.62'	20.00'	70°31'44"	14.14'	23.09'	S46°22'50"W
C3	23.31'	20.00'	66°46'25"	13.18'	22.01'	N64°58'06"W
C4	31.42'	20.00'	90°00'00"	20.00'	28.28'	N13°25'06"E
C5	31.42'	20.00'	90°00'00"	20.00'	28.28'	N76°34'54"W
C6	94.02'	60.00'	89°46'51"	59.77'	84.69'	S76°28'19"E
C7	80.36'	500.00'	9°12'32"	40.27'	80.28'	S63°14'31"W
C8	78.56'	50.00'	90°01'06"	50.02'	70.72'	N22°50'14"E
C9	29.87'	20.00'	85°34'36"	18.51'	27.17'	S20°36'59"W
C10	31.42'	20.00'	90°00'00"	20.00'	28.28'	N71°35'43"W
C11	54.98'	35.00'	90°00'00"	35.00'	49.50'	S71°35'43"E
C12	54.98'	35.00'	90°00'00"	35.00'	49.50'	N18°24'17"E
C13	31.42'	20.00'	90°00'00"	20.00'	28.28'	S18°24'17"W
C14	30.90'	20.00'	88°31'51"	19.49'	27.92'	N72°19'47"W
C15	271.83'	58.00'	268°31'51"	59.51'	83.07'	N17°40'13"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C16	74.68'	50.00'	85°34'36"	46.28'	67.93'	S20°36'59"W
C17	31.42'	20.00'	90°01'06"	20.01'	28.29'	N22°50'14"E
C18	38.72'	540.00'	4°06'29"	19.37'	38.71'	S65°47'32"W
C19	29.56'	20.00'	84°40'49"	18.22'	26.94'	S73°55'18"E
C20	69.93'	60.00'	66°46'25"	39.54'	66.03'	N64°58'06"W
C21	23.31'	20.00'	66°46'25"	13.18'	22.01'	N64°58'06"W
C22	39.52'	20.00'	113°13'35"	30.35'	33.40'	S25°01'54"W
C23	31.34'	20.00'	89°46'51"	19.92'	28.23'	S76°28'19"E
C24	31.49'	20.00'	90°13'09"	20.08'	28.34'	N13°31'41"E
C25	51.21'	180.00'	16°18'04"	25.78'	51.04'	N72°31'41"E
C26	15.71'	10.00'	90°00'00"	10.00'	14.14'	S18°24'17"W
C27	15.71'	10.00'	90°00'00"	10.00'	14.14'	S71°35'43"E
C28	15.71'	10.00'	90°00'00"	10.00'	14.14'	N18°24'17"E
C29	15.71'	10.00'	90°00'00"	10.00'	14.14'	N71°35'43"W
C30	83.58'	520.00'	9°12'32"	41.88'	83.49'	S63°14'31"W

Development Standard C - FS16-400

Zoning District:	*PLV-1*	*PLV-2*
Minimum Lot Area	*7,000 Square Feet*	
Minimum Lot Width	*65 Feet[1]*	
Minimum Building Setbacks: [2]		
Front[4]		
Front facing garage (measured from back of sidewalk to face of garage door)	*20 Feet*	
Side entry garage, porch or livable space[5]	*12 Feet*	
Side[3][4]	*5 Feet / 5 Feet*	
Rear[4][6]	*20 Feet (2 Story)* *15 Feet (1 Story)*	
Maximum Building Height: [7]	*35 Feet*	

Notes

1. *Lot widths may range from 60 feet to 80 feet, with lot areas from 7,000 square feet.*
2. *Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.*
3. *The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.*
4. *Architectural features such as, but not limited to, covered patios and porches fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.*
5. *Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk.*
6. *Covered patios may encroach up to 5 feet into the rear setback.*
7. *Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.*

Development Standard D2 - FS17-587

Zoning District:	*PLV-1*	*PLV-2*
Minimum Lot Area	*5,000 Square Feet*	
Minimum Lot Width	*45 Feet[1]*	
Minimum Building Setbacks: [3]		
Front[2][5]		
Front & side facing garage (measured from back of sidewalk to face of garage door)	*20 Feet*	
Side entry garage, porch or livable space[5]	*12 Feet*	
Side[4][5]	*5 Feet / 5 Feet*	
Rear[5][7]	*20 Feet (2 Story)* *10 Feet (1 Story)*	
Maximum Building Height: [7]	*35 Feet*	

Notes

1. *Typical configured lot widths may range from 45 feet to 110 feet, with lot areas from 5,000 square feet.*
2. *A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.*
3. *Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.*
4. *The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.*
5. *Architectural features such as, but not limited to, covered patios and porches fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.*
6. *Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.*
7. *Covered patios may encroach up to 5 feet into the rear setback.*
8. *Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.*

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
600	9,915	0.2276	C
601	7,700	0.1768	C
602	7,700	0.1768	C
603	7,700	0.1768	C
604	7,700	0.1768	C
605	7,702	0.1768	C
606	7,979	0.1832	C
607	10,802	0.2480	C
608	7,700	0.1768	C
609	7,700	0.1768	C
610	7,700	0.1768	C
611	7,700	0.1768	C
612	12,844	0.2949	D2
613	17,622	0.4045	D2
614	19,960	0.4582	D2
615	15,405	0.3537	D2
616	17,295	0.3970	D2
617	12,478	0.2864	D2
618	12,271	0.2817	D2
619	12,139	0.2787	D2
620	12,244	0.2811	D2
621	13,000	0.2984	D2
622	17,001	0.3903	D2
623	16,475	0.3782	D2
624	16,014	0.3676	D2

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
625	15,124	0.3472	D2
626	16,736	0.3842	D2
627	16,294	0.3741	D2
628	19,151	0.4396	D2
629	18,600	0.4270	D2
630	19,471	0.4470	D2
631	17,754	0.4076	D2
632	12,558	0.2883	C
633	12,094	0.2777	D2
634	12,692	0.2914	D2
635	12,100	0.2778	D2
636	12,131	0.2785	D2
637	13,464	0.3091	C
638	10,003	0.2296	C
639	7,700	0.1768	C
640	7,700	0.1768	C
641	7,700	0.1768	C
642	7,700	0.1768	C
643	12,100	0.2778	D2
644	12,100	0.2778	D2
645	12,100	0.2778	D2
646	8,798	0.2020	C
647	8,800	0.2020	C
648	8,800	0.2020	C

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT P-A	LANDSCAPE, OPEN SPACE, EPCOR & ACCESS EASEMENTS	2,931	0.0673
TRACT P-B	LANDSCAPE, OPEN SPACE	1,447	0.0332
TRACT P-C	LANDSCAPE, OPEN SPACE	1,519	0.0349
TRACT P-D	LANDSCAPE, OPEN SPACE	8,648	0.1985
TRACT P-E	LANDSCAPE, OPEN SPACE	4,005	0.0919
TRACT P-F	LANDSCAPE, OPEN SPACE	2,945	0.0676
TRACT P-G	LANDSCAPE, OPEN SPACE, DRAINAGE EASEMENT	2,220	0.0510
TRACT P-H	LANDSCAPE, OPEN SPACE, DRAINAGE EASEMENT	2,821	0.0648
TRACT P-I	LANDSCAPE, OPEN SPACE	5,290	0.1214
TRACT P-J	LANDSCAPE, OPEN SPACE	2,626	0.0603
TRACT P-PS1	PRIVATE ROADWAY TRACT WATER & SEWER EASEMENT	137,893	3.1656

16-339 - UNIT P REVISED PRELIMINARY PLAT

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SURPRISE, ARIZONA

Data Tables & Lot Diagrams

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JAMES
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Date Signed 5/14/19
ARIZONA

Job No.
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DT01
Sheet No.
5
of 5

Prasada - Phase 1 Unit P

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

GENERAL NOTES:

1. THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED; THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
2. INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
3. ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOR SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
4. EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: CIVIL ENGINEER.
5. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (DEPENDING ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
   A) BLUE STAKE (ARIZONA) 1-800-782-5348
   B) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
   C) ARIZONA PUBLIC SERVICE 1-800-240-2014
8. THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
9. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
10. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
11. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
13. BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
16. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
17. THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
18. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT CONSTRUCTION.
19. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
20. MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

1. THE CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS HE DEEMS UNACCEPTABLE. SEE SPECIFICATIONS.
3. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS. HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL 5 GALLON NURSERY BUCKETS WITH IRRIGATION AT EACH PLANT LOCATION. AS THE PLANT MATERIAL BECOMES AVAILABLE, THE 5 GALLON BUCKETS SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
4. ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY DESIGN/BUILDER AND/OR THE LANDSCAPE ARCHITECT.
5. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS.
6. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
7. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE.
8. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT, SEE HARDPAN DETAIL.
9. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
10. TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS / FIRE HYDRANTS, 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM WALKS, CURBS AND WALLS. SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS.
11. ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
12. THE CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
14. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
15. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
16. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
17. CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
18. CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
19. PLANT MATERIAL MARKED 'SALVAGE' SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
20. IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT STONE GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
21. NATIVE REVEGETATION AREAS AND PLANTER BEDS SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
22. THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCK-UP OF NATIVE REVEGETATION AREAS FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
23. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP
1. INSTALL GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRANITE RIP-RAP.
2. THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRANITE
1. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRANITE RIP-RAP, AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND.
2. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE, THROUGHOUT (TYPICAL).
3. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

IRRIGATION GENERAL NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL.
2. THE LANDSCAPE CONTRACTOR SHALL SUBMIT FULL PIPING PLANS, AFTER FIELD VERIFICATION, DEPICTING POINT OF CONNECTION, METER LOCATION AND SIZE, BACKFLOW PREVENTER LOCATION AND SIZE, AND PIPE ROUTING AND SIZES.
3. THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
4. THE LANDSCAPE CONTRACTOR TO SITE VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, HE IS FINANCIALLY RESPONSIBLE FOR ANY NECESSARY SYSTEM ALTERATIONS THAT RESULT.
5. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. INSTALL NEW METERS PER THE ATTACHED IRRIGATION SCHEDULE.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
7. CONTROLLER TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINTS OF CONNECTION. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
8. INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
9. ALL VALVE FLOWS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
10. VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE.
11. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
12. THE LANDSCAPE CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS (TYPICAL).
13. REFER TO THE IRRIGATION NOTES FOR THE CALCULATED PRESSURE AT THE WATER METER. REFER TO NOTE #4 IF PRESSURE DIFFERS FROM THAT NOTED.
14. THE LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
15. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT BLUE STAKE TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE EFFECTED BY HIS WORK, AND HE SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF HIS IRRIGATION INSTALLATION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
17. INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
18. INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
19. ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2774.
20. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
21. FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
22. INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
23. INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
24. ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES, CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
25. A CERTIFIED ELECTRICIAN SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
26. ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE AND THE N.E.C.
27. INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILED.
28. INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
29. INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
30. ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
31. THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN **SCHEMATICALLY** AND SHALL BE **INSTALLED WITHIN THE LANDSCAPE AREA, OUTSIDE R.O.W. AND P.U.E.**, ADJACENT TO SIDEWALK OR CURB AND OFFSET 18" WHEREVER POSSIBLE.
32. SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
   A) TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
   B) TWO KEYS FOR EACH OF THE CONTROLLERS.
   C) TWO COUPLERS WITH MATCHING HOSE BIBS AND SHUT-OFF VALVE.
   D) TWO VALVE BOX KEYS.
33. ALL MAINLINE FITTINGS FOR PIPE 3" AND LARGER SHALL BE CAST OR DUCTILE IRON FOR PVC; SCHEDULE 80 PVC FOR 2 1/2" AND SMALLER.
34. ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
35. SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE.
36. ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
37. CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12') FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAT 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
38. DRIP SYSTEM FLUSH CAPS SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL DRIP LATERAL RUNS, AS DESCRIBED ON THE DRAWINGS.
39. ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2") INCHES OF PEA GRAVEL.
40. PRIOR TO PLACING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE MARICOPA COUNTY INSPECTOR OR MAIL IT TO THE MARICOPA COUNTY DEPARTMENT OF PUBLIC WORKS INSPECTION STATION.
41. AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
42. BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2') FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
43. ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE SIX (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
44. ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.

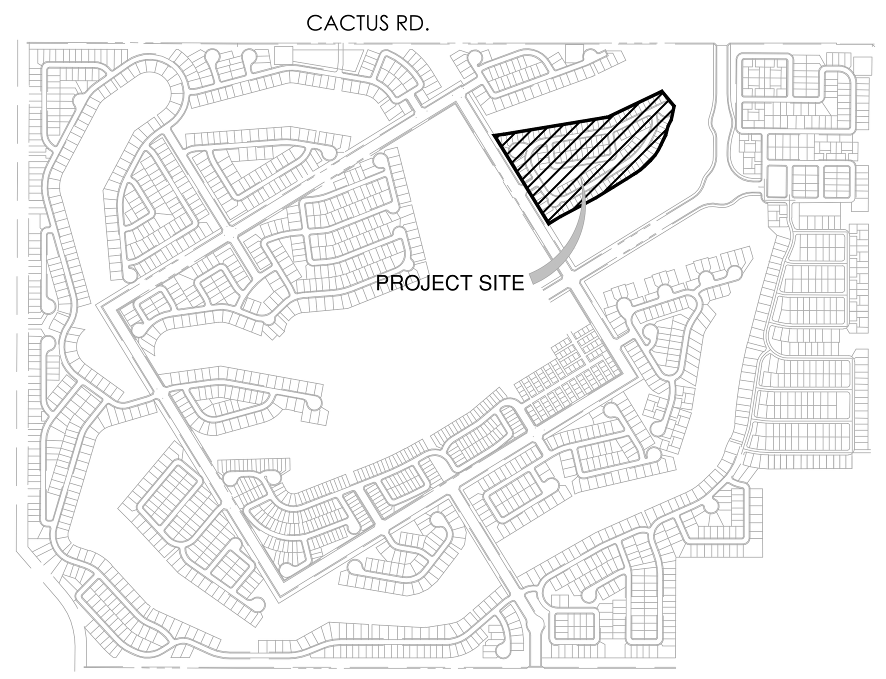
GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT.
3. LANDSCAPE ARCHITECT SHALL APPROVE GRADING PRIOR TO PLANTING.
4. GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:
   A) FINE GRADING OF EXISTING ROUGH GRADES IS REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
   B) IMPORTING AND PLACING "OFF-SITE 3/8" MINUS TOPSOIL" IN THE FOLLOWING AREAS:
   i) TURF, AND ANNUAL AREAS (6" DEPTH).
   ii) PLANT BACKFILL (CAN BE SCREENED ON-SITE SOIL).
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CALICHE ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND CONTRACTOR SHALL COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL. SHOULD A SUITABLE LOCATION ON SITE NOT EXIST, THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH REMOVAL AND DISPOSAL OF THE CALICHE.
6. FINISH GRADE OF ALL PLANTING AREAS IS TO BE 1.5" BELOW ADJACENT PAVING UNLESS NOTED OTHERWISE.
7. REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDULATING GROUND PLANE.

CITY OF SURPRISE ENGINEERING NOTES:

1. ALL SVT'S WILL COMPLY WITH EDS DETAIL 4-01 AND 4-02
2. THE LOCATION AND HEIGHT OF PLANTS AND TREES SHALL COMPLY WITH COS EDS DETAIL 4-01 AND 4-02

SITE MAP:



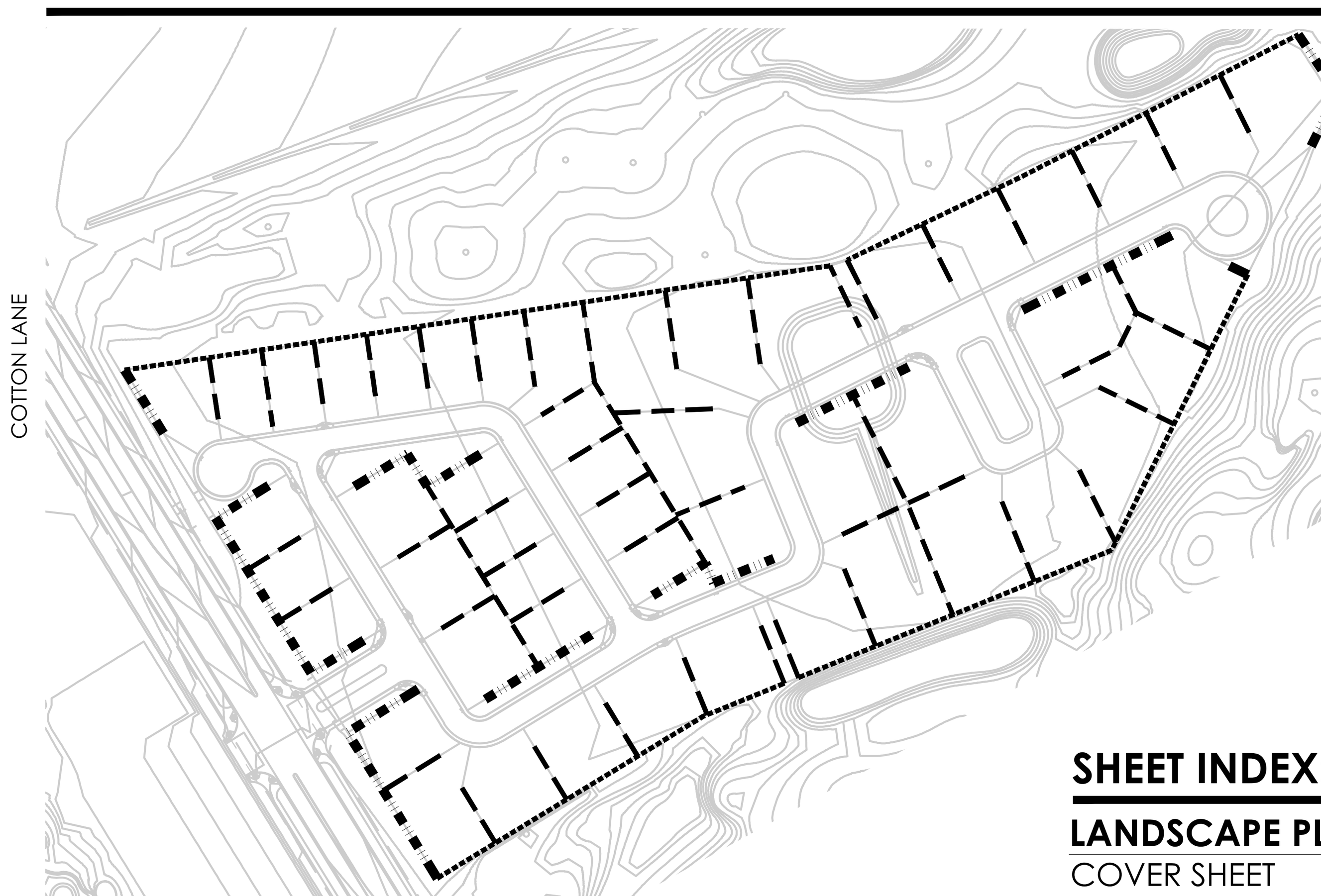
CITY OF SURPRISE LANDSCAPE NOTES:

1. ALL LANDSCAPE AND IRRIGATION INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR OTHER CITY MAINTAINED AREAS SHALL BE INSTALLED PER THE APPROVED PLANS. ALL LANDSCAPING APPROVED AS A PART OF THE SITE PLAN PROCESS SHALL BE INSTALLED PER THE APPROVED PLANS. ANY DEVIATIONS TO THE APPROVED PLANS REQUIRED CITY APPROVAL.
2. PERMITS ARE REQUIRED FOR ELECTRICAL CONNECTIONS, INCLUDING ELECTRIC METER INSTALLATION, BACKFLOW PREVENTERS, AND WORK WITHIN THE CITY RIGHT-OF-WAY OR CITY DEDICATED PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. ALL IRRIGATION LINES, 1 INCH OR GREATER, WITHIN THE RIGHT-OF-WAY SHALL BE SHOWN ON THE WATER PLANS. A PERMIT IS REQUIRED FOR THIS WORK AND IS SUBJECT TO INSPECTION BY THE CITY OF SURPRISE CIVIL INSPECTOR.
4. ONLY PLANTS ON THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST ARE TO BE USED WITHIN CITY RIGHTS-OF-WAY.
5. ALL TREES WILL BE MEASURED AND HAVE A MINIMUM CALIPER SIZE AS DEFINED IN THE ARIZONA NURSERY ASSOCIATION'S CONTAINER GROWN TREE GUIDE. IN NO CASE WILL THE CALIPER BE LESS THAN 2 INCHES (MEASURED 18 INCHES FROM THE GROUND). THE HEIGHT OF THE TREE SHALL BE A MINIMUM OF 7 FEET.
6. THE COMMUNITY DEVELOPMENT PLANNING DIVISION AND PUBLIC WORKS LANDSCAPE DIVISION MAY SELECT AND TAG TREES AT THE NURSERY LOCATION AND WILL REVIEW AT PROJECT SITE PRIOR TO INSTALLATION.
7. ALL MEDIANS ARE TO BE DECOMPOSED GRANITE, UNLESS OTHERWISE APPROVED; AND SHALL BE FINISH GRADED TO SLOPE FROM THE CURB LINE TO THE PLANTS. MEDIAN NOSES LESS THAN 3-FOOT WIDE ARE TO HAVE 1 1/2" - 3" DECOMPOSED GRANITE (PIT RUN ROCK) MIX.
8. TREE ROOT BARRIERS ARE REQUIRED WHEN TREES ARE WITHIN THREE FEET OF SIDEWALKS, CURBS, PAVEMENT OR WALLS. REFERENCE EDS 8-14
9. ALL TREES ARE TO BE LOCATED A MINIMUM OF 12 FEET FROM THE WALLS FOR WELL SITES, WATER SUPPLY FACILITIES, LIFT STATIONS, AND WATER RECLAMATION FACILITIES.
10. TREES LOCATED IN MEDIANS MAY BE ALLOWED A MINIMUM OF SEVEN FEET FROM THE CURB. TREES MUST BE CENTERED IN MEDIANS LESS THAN 14' WIDE.
11. ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
12. LANDSCAPING, AT FULL GROWTH, SHALL NOT IMPEDE PEDESTRIAN OR VEHICULAR TRAFFIC. ALL LANDSCAPING SHOWN ON PLANS SHALL BE SHOWN MATURE SIZE.
13. TREES CANNOT BE REMOVED FROM THE RIGHT-OF-WAY WITHOUT WRITTEN AUTHORIZATION FROM THE PUBLIC WORKS AND COMMUNITY DEVELOPMENT DEPARTMENTS.
14. THE TYPE, COLOR, AND SIZE OF BRICK PAVERS THAT MAY BE USED FOR CITY MEDIANS IN THE CITY OF SURPRISE RIGHT-OF-WAY SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT PLANNING DIVISION.
15. UTILITY BOXES, METERS, VAULTS, ETC. ARE TO BE LOCATED IN THE RIGHT-OF-WAY OR UTILITY EASEMENT ALONG THE SIDES OF THE ROADS AND NEVER IN THE MEDIAN. HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA.
16. DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER INDUSTRIES, IS COMPATIBLE WITH THE CITY'S INVENTORY AND HUNTER EQUIPMENT, OR AN APPROVED EQUAL, SHALL BE USED. SOLAR CONTROLLERS ARE PREFERRED AND SHALL BE DIG, LEIT SERIES, POST MOUNTED SOLAR CONTROLLER OR AN APPROVED EQUAL.
17. ALL CONTROLLERS, METERS, ETC. MUST BE ENCLOSED BY LOCKING PROTECTIVE COVERS AND SCREENED FROM VIEW.
18. ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
19. MARKING TAPE LABELED AS "RECLAIMED WATER" IS REQUIRED ON IRRIGATION SYSTEMS THAT USE OR MAY USE RECLAIMED WATER IN THE FUTURE.
20. PURPLE MARKER BALLS SHALL BE INSTALLED ON ALL IRRIGATION MAINLINES FOUR INCHES AND LARGER WITHIN THE PUBLIC RIGHT-OF-WAY AT ALL FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET.
21. LANDSCAPE AREAS THAT ARE TO BE MAINTAINED BY THE CITY SHALL HAVE SEPARATE WATER METERS AND ELECTRIC OR SOLAR CONTROLLERS, AS APPROVED BY THE CITY.
22. A CITY APPROVED BACKFLOW PREVENTER IS REQUIRED FOR IRRIGATION SERVICES, FOR POTABLE WATER, NON-POTABLE WATER AND RECLAIMED WATER AND SHALL MEET EPA LOW LEAD STANDARDS.
23. ALL IRRIGATION MAINLINES AND LATERALS SHALL BE SCHEDULE 40; ALL RISERS, TEES, AND OTHER FIXTURES SHALL BE SCHEDULE 80 IN THE RIGHT-OF-WAY. ALL IRRIGATION MAINLINES IN THE RIGHT-OF-WAY SHALL BE SLEEVED. THE MINIMUM SLEEVE SIZE IS 5 INCHES.
24. ALL TREES WITH AN UPRIGHT GROWTH HABIT, SUCH AS OAK AND ELM TREES, WHICH ARE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A PEDESTRIAN PATH, SHALL HAVE THEIR MAIN LEADERS INTACT.

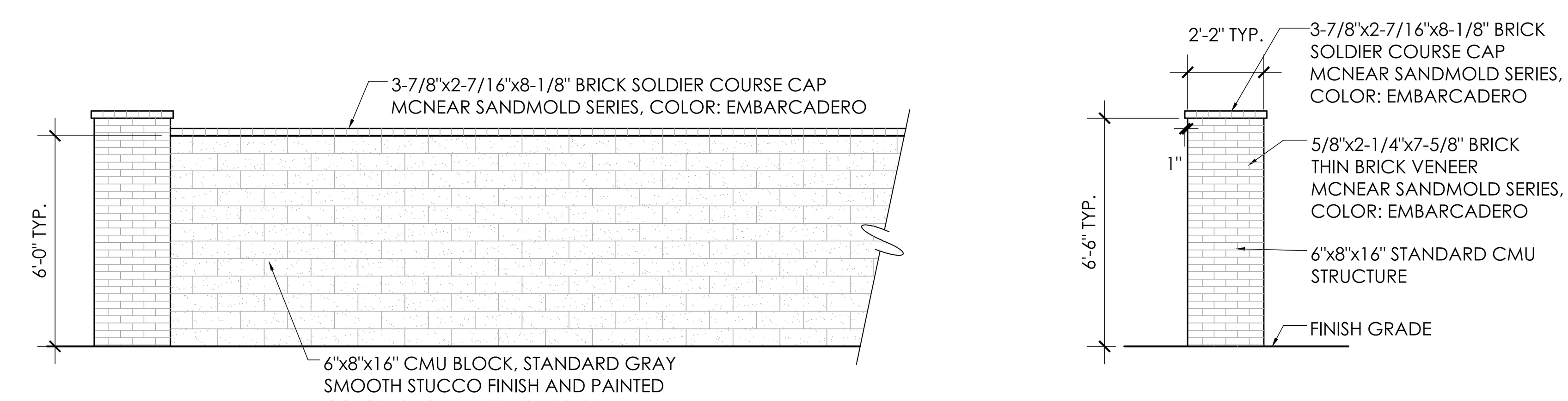
HARDSCAPE GENERAL NOTES:

1. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
2. REFER TO CIVIL PLANS PREPARED BY GOOKIN ENGINEERS FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
3. ALL DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED (IF NECESSARY) PRIOR TO CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY GOOKIN ENGINEERS. SHOULD DISCREPANCIES OCCUR, FIELD REVISIONS SHALL BE REQUIRED.
5. THE CONTRACTOR SHALL HAVE SIDEWALK SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. IN ADDITION TO SUBMITTING MATERIAL SAMPLES OF ALL SITE RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF CONSTRUCTION, I.E., A) CONCRETE PAVERS, B) EXPOSED AGGREGATE PAVING, C) INTEGRAL COLORED CONCRETE, ETC., FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO FINAL CONSTRUCTION.
7. UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" WIDE, 4" THICK, 3,000 PSI CONCRETE ON COMPACTED BASE WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING FURTHER.

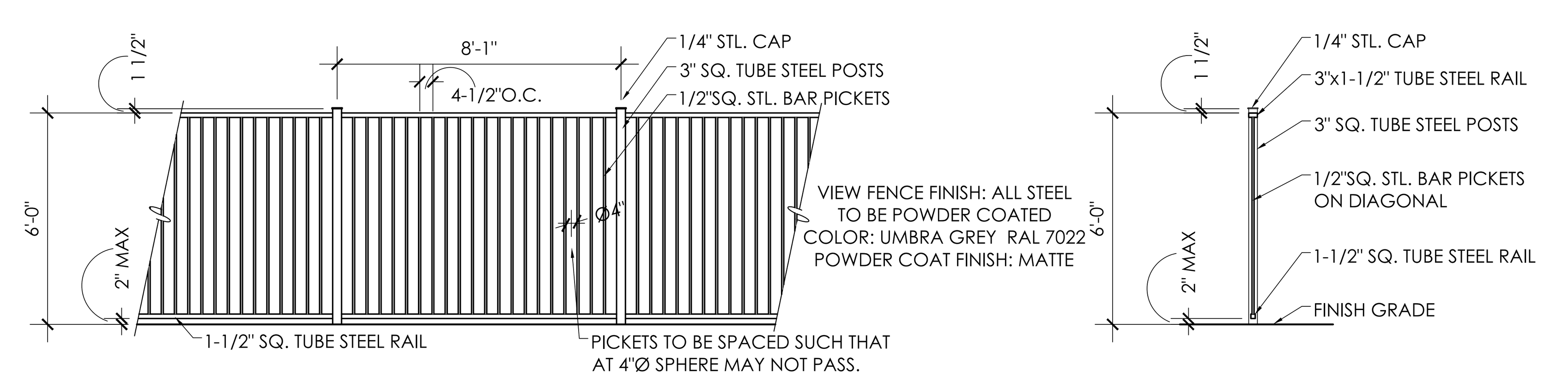
WALL PLAN:



WALL LEGEND UNIT P
- 4" DUALLY WALL (5,060 LF)
- FEATURE WALL (2,000 LF)
- FULL VIEW FENCE (2,990 LF)



FW *Feature Wall Details*
Scale: *1/4" = 1'-0"*



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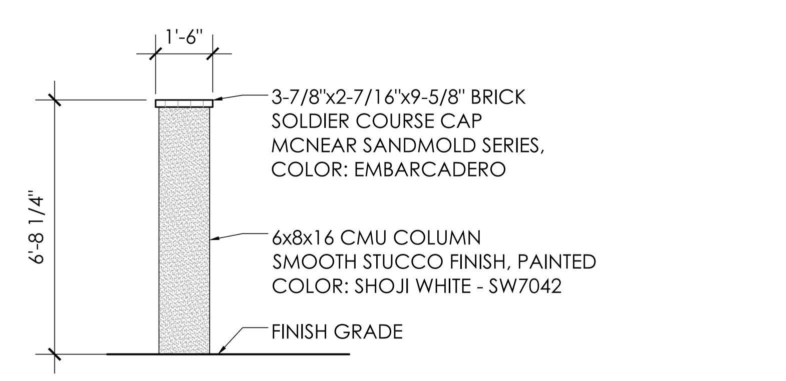

DFC *Dually Wall Feature Column*
Scale: *1/4" = 1'-0"*

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SHEET INDEX:

LANDSCAPE PLANS

COVER SHEET	L0.0
LANDSCAPE PLANS	L3.1-L3.2
PLANTING DETAILS	L7.1
LANDSCAPE SPECIFICATIONS	L8.1

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

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CERTIFICATE NO. 28448
RUSSELL E. GREEY
Date Signed 02-15-2019
ARIZONA, U.S.A.
Expires 12/31/19

PRASADA
Parcel P
Landscape Construction Documents
S U R P R I S E , A R I Z O N A

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

revisions:

project #: *TOL 154*
scale: *NTS*
issued for: *REVIEW*
drawn by: *TEAM*
date: *02.15.2019*
drawing: *Cover Sheet*

sheet #
L0.0
01 of 05

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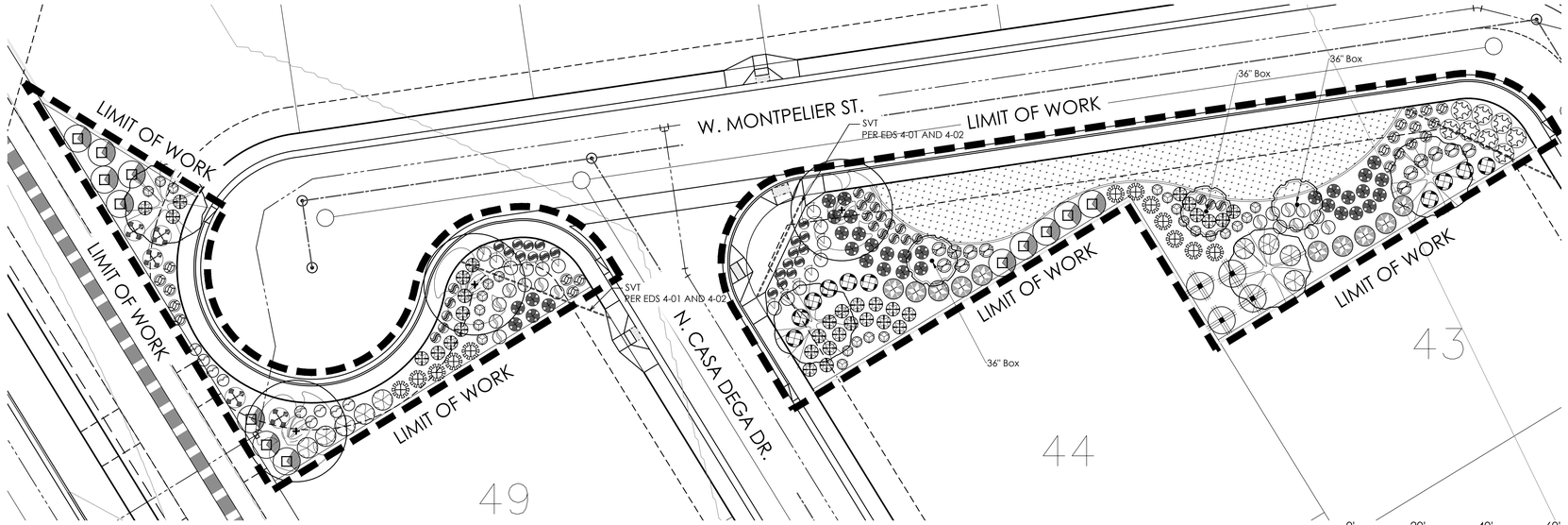
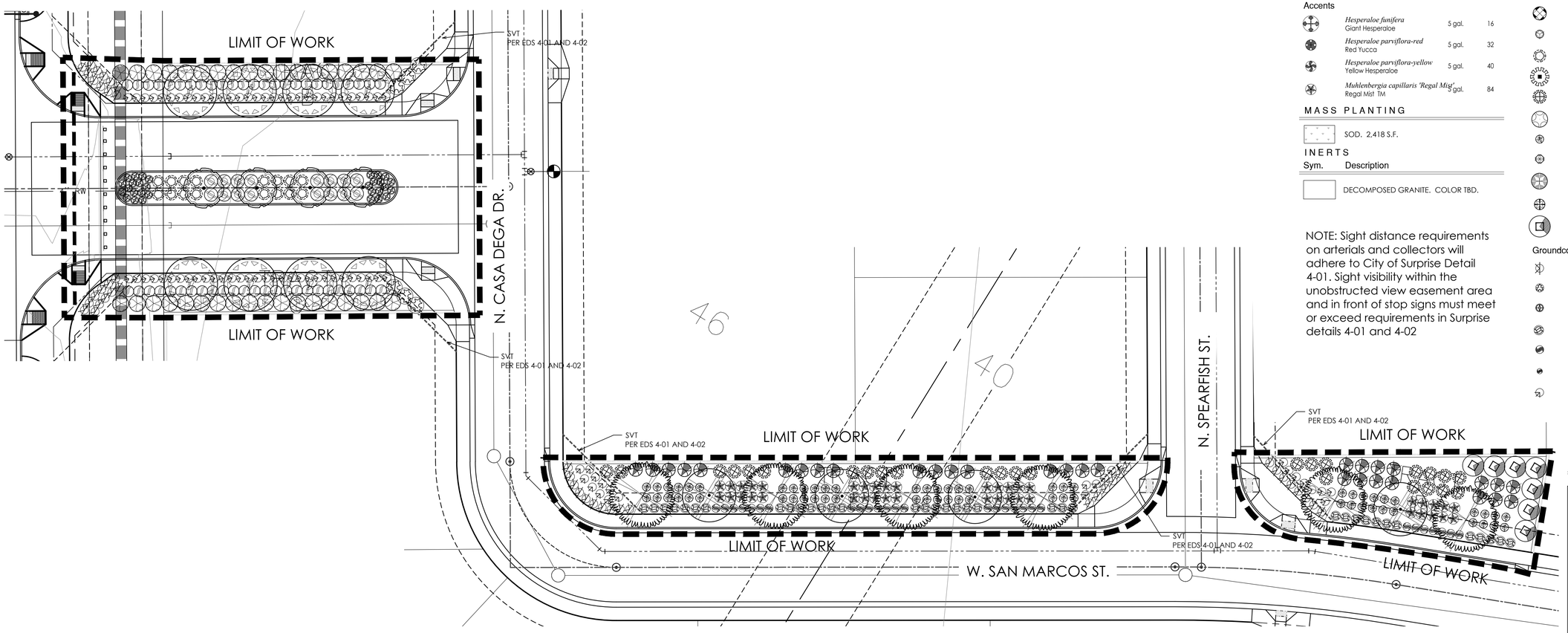


PARCEL P PLANTING PLAN - L3.1a

0' 20' 40' 60'

Scale: 1" = 20'-0"



PARCEL P PLANTING PLAN - L3.1b

0' 20' 40' 60'

Scale: 1" = 20'-0"

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	Fraxinus velutina 'Rio-Grande' Fan-Tex Ash	36" Box	6
	Fraxinus velutina Arizona Ash	48" Box	5
	Olea europaea 'Swan Hill' Swan Hill Olive	48" Box	4
	Pistacia x 'Red Push' Red Push Pistache	36" Box	3
	Quercus virginiana Southern Live Oak	48" Box	5
	Schinus terebinthifolius Brazilian Pepper Tree	48" Box	8
	Tipuana tipu Tipu	48" Box	5
	Vitex agnus-castus Chaste Tree	48" Box 36" Box	4 3
Shrubs			
	Calliandra californica Red Fairy Duster	5 gal.	41
	Calliandra eriophylla Pink Fairy Duster	5 gal.	20
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	25
	Convolvulus cneorum Bush Morning Glory	1 gal.	14
	Cordia parvifolia Little Leaf Cordia	5 gal.	11
	Dalea frutescens Black Dalea	5 gal.	16
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	19
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	53
	Ericameria laricifolia Turpentine Bush	5 gal.	10
	Euryops pectinatus 'Viridis' Euryops Daisy	5 gal.	74
	Justicia californica 'Yellow' Yellow Chuparosa	5 gal.	10
	Justicia spicigera Mexican Honeysuckle	5 gal.	43
	Leucophyllum candidum 'Thunder Cloud' Thunder Cloud Sage	5 gal.	16
	Leucophyllum frutescens 'White Cloud' White Cloud Sage	5 gal.	15
	Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	65
	Nerium oleander 'Petite Pink' Petite Pink Oleander	15 gal.	21
	Ruellia brittoniana Ruellia	5 gal.	62
	Russelia equisetiformis Coral Fountain	5 gal.	56
	Salvia clevelandii Chaparral Sage	5 gal.	10
	Salvia greggii Autumn Sage	5 gal.	49
	Tecoma stans Yellow Bells	5 gal.	23
Groundcovers			
	Chrysactinia mexicana Damianita	1 gal.	51
	Eremophila glabra 'Minginew Gold' Minginew Gold	5 gal.	14
	Glandularia rigida Sandpaper Verbena	5 gal.	30
	Lantana camara 'Dallas Red' Dallas Red Lantana	5 gal.	120
	Lantana montevidensis Purple Trailing Lantana	1 gal.	67
	Lantana 'New Gold' New Gold Lantana	1 gal.	205
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal.	93
Accents			
	Hesperaloe funifera Giant Hesperaloe	5 gal.	16
	Hesperaloe parviflora-red Red Yucca	5 gal.	32
	Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	40
	Muhlenbergia capillaris 'Regal Mist' Regal Mist TM	5 gal.	84

MASS PLANTING

SOD. 2,418 S.F.

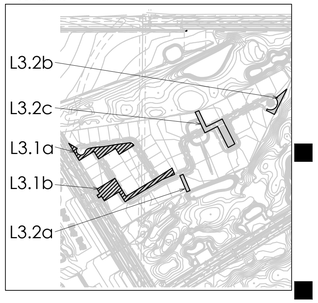
INERTS

Sym.	Description
	DECOMPOSED GRANITE. COLOR TBD.

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

KEY MAP

SCALE: NTS



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Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:

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date: *02.15.2019*
drawing: *Planting Plan*

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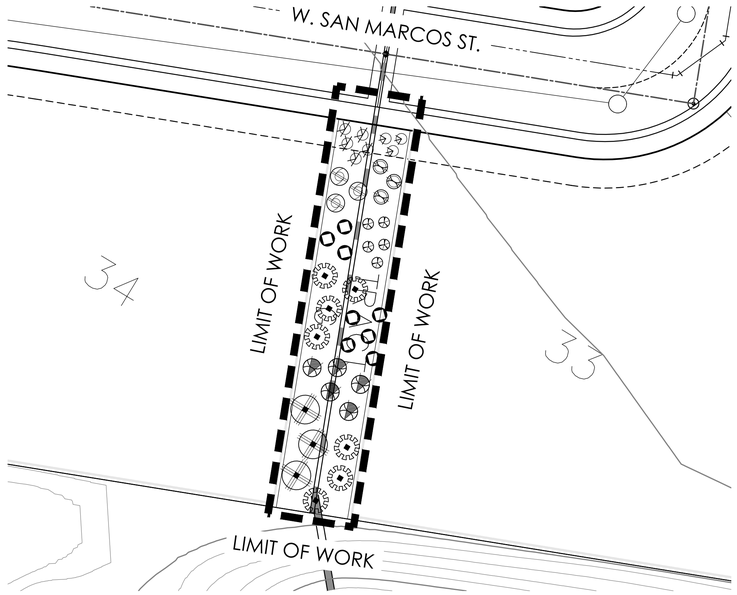

PARCEL P PLANTING PLAN - L3.2a

0' 20' 40' 60'
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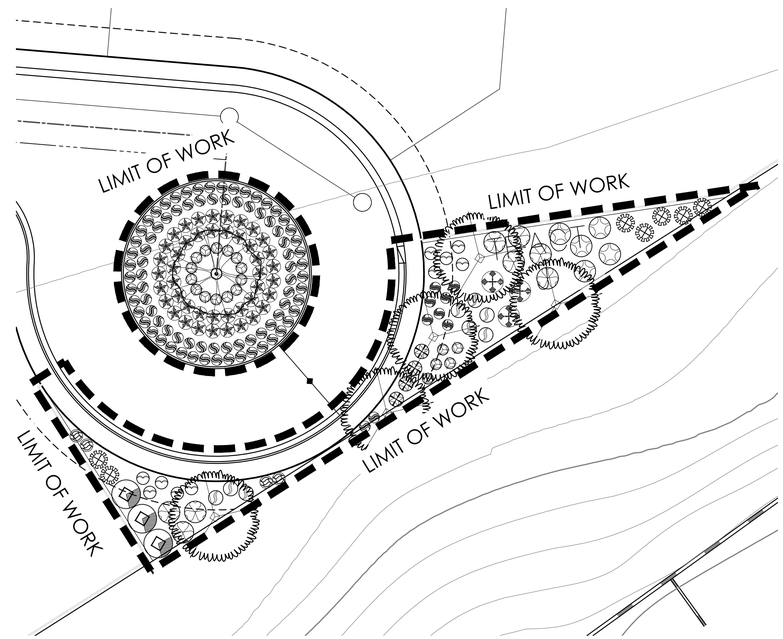

PARCEL P PLANTING PLAN - L3.2b

0' 20' 40' 60'
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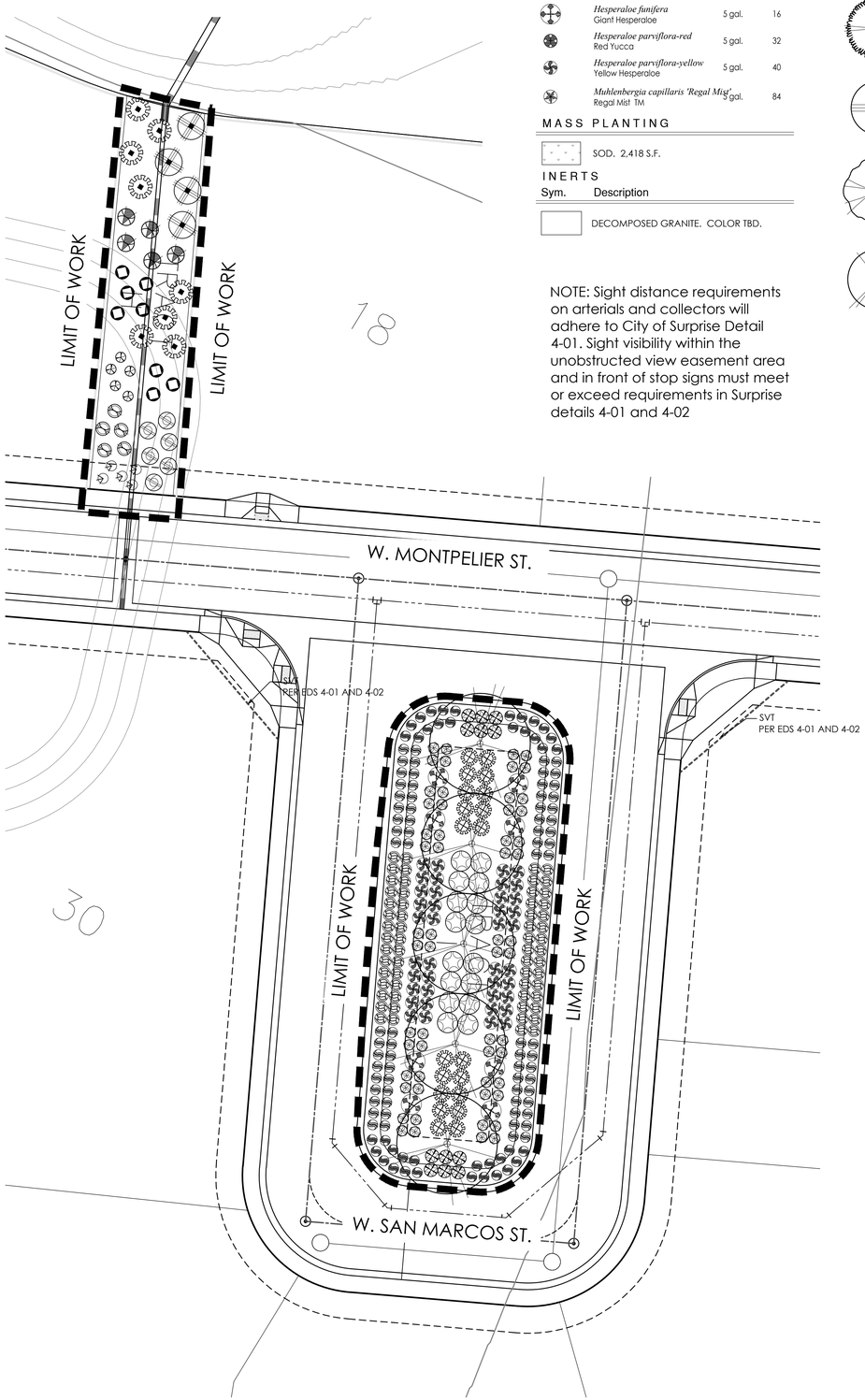

PARCEL P PLANTING PLAN - L3.2c

0' 20' 40' 60'
Scale: 1" = 20'-0"

Accents

	Hesperaloe funifera Giant Hesperaloe	5 gal.	16
	Hesperaloe parviflora-red Red Yucca	5 gal.	32
	Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	40
	Muhlenbergia capillaris 'Regal Mist' Regal Mist TM	5 gal.	84

MASS PLANTING

SOD. 2,418 S.F.

INERTS

Sym.	Description
	DECOMPOSED GRANITE. COLOR TBD.

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	Quercus virginiana Southern Live Oak	48" Box	5
	Schinus terebinthifolius Brazilian Pepper Tree	48" Box	8
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	Vitex agnus-castus Chaste Tree	48" Box 36" Box	4 3
Shrubs			
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	Calliandra eriophylla Pink Fairy Duster	5 gal.	20
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	25
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	Cordia parvifolia Little Leaf Cordia	5 gal.	11
	Dalea frutescens Black Dalea	5 gal.	16
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	19
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	53
	Ericameria laricifolia Turpentine Bush	5 gal.	10
	Euryops pectinatus 'Viridis' Euryops Daisy	5 gal.	74
	Justicia californica 'Yellow' Yellow Chuparosa	5 gal.	10
	Justicia spicigera Mexican Honeysuckle	5 gal.	43
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	Leucophyllum frutescens 'White Cloud' White Cloud Sage	5 gal.	15
	Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	65
	Nerium oleander 'Petite Pink' Petite Pink Oleander	15 gal.	21
	Ruellia brittoniana Ruellia	5 gal.	62
	Russelia equisetiformis Coral Fountain	5 gal.	56
	Salvia clevelandii Chaparral Sage	5 gal.	10
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	Eremophila glabra 'Minginew Gold' Minginew Gold	5 gal.	14
	Glandularia rigida Sandpaper Verbena	5 gal.	30
	Lantana camara 'Dallas Red' Dallas Red Lantana	5 gal.	120
	Lantana montevidensis Purple Trailing Lantana	1 gal.	67
	Lantana 'New Gold' New Gold Lantana	1 gal.	205
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal.	93

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AMERICA'S LUXURY HOME BUILDER

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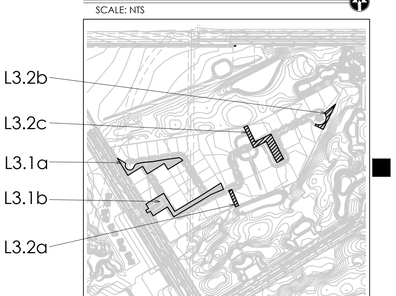
KEY MAP
SCALE: NTS



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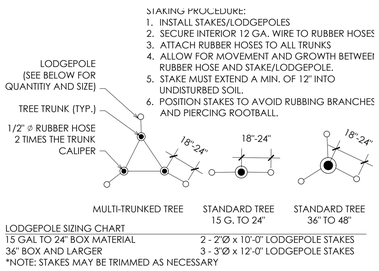

4 *Tree Staking Diagram*
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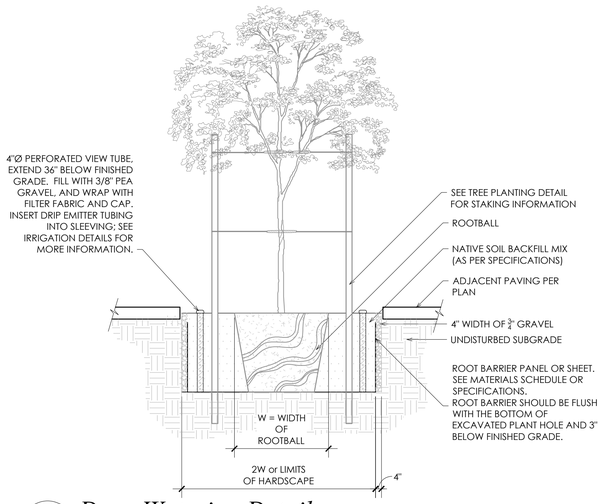

3 *Deep Watering Detail*
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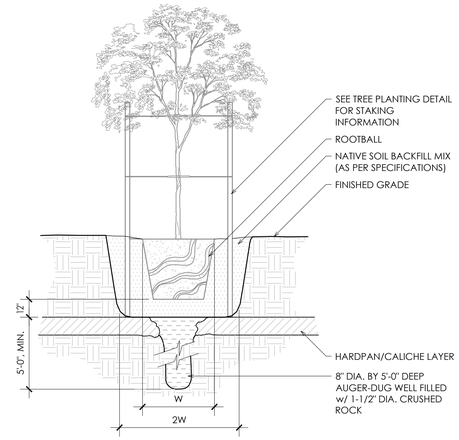
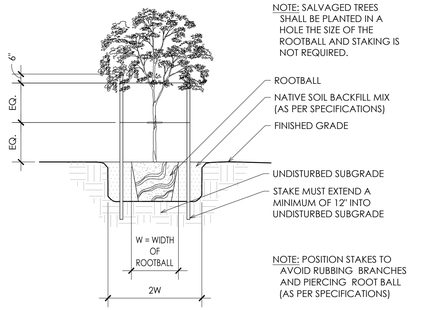
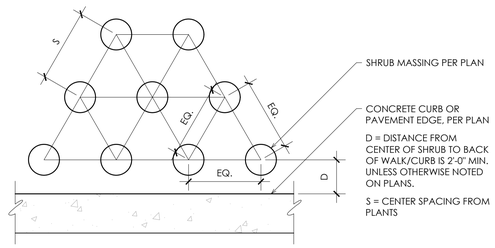
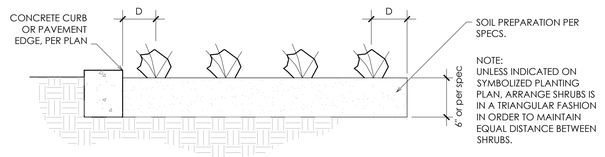


2 *Hard Pan Planting*
Scale: *NTS*



1 *Tree Planting Detail*
Scale: *NTS*





7 *Plant Spacing Detail*
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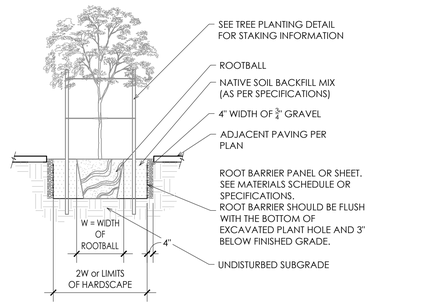
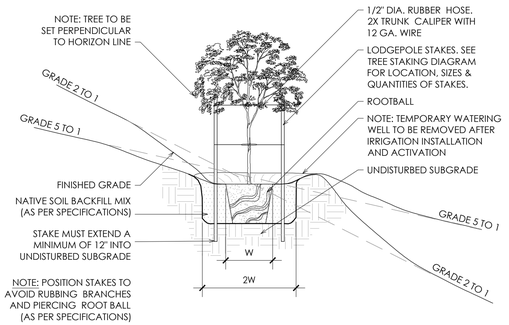


6 *Root Barrier Detail*
Scale: *NTS*



5 *Tree Planting on Slope Detail*
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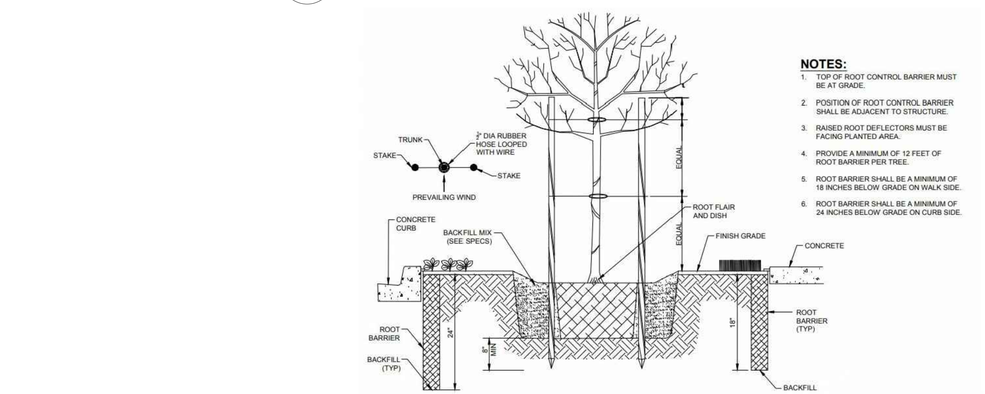

10 *Root Barrier Detail*
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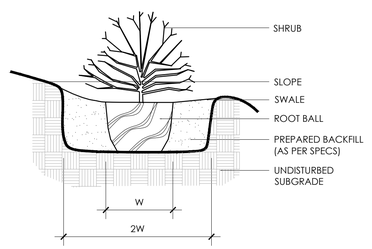

9 *Shrub Planting on Slope*
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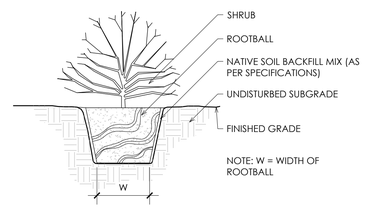

8 *Shrub Planting Detail*
Scale: *NTS*

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SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

*Landscape finish grading.

* Soil preparation

*Tree supports

*Planting

*Watering

*Maintenance

Definitions:
Owner's representative - an authorized agent determined by owner to act on their behalf, in some cases the Landscape Architect may be the owner representative as outlined in these specs.
Plants - all shrubs and cacti other than trees, saguaros, ocotillos, palms and turf.
Plant Material - all trees, saguaros, ocotillos, palms, shrubs, cacti, ground cover, and other plants.

1.02 RELATED WORK

Contractor : Minimum 5 years experience in supply and installation of landscape materials. A Foreman with a minimum of 5 years experience in related work shall be on site at all times.

1.03 SOURCE QUALITY CONTROL

Provide certificates of inspection for all materials as required by law or regulation.

Package standard materials with manufacturers certified analysis. Provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Chemists for all other material.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

Submit the following material samples to Owner's Representative a minimum of 48 hours prior to start of work.

a. Topsoil for backfill mix (trees and shrubs).
b. Wood Shavings/Mulch.
c. Tree supports.
d. Decomposed granite.
e. Boulders.

The Owner's Representative reserves the right to take and analyze samples of materials for conformity to Specification at any time. Furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the contractors additional expense.

Submit samples of decomposed granite for approval of graduation and color. Sample shall be representative of variations within size and color to be provided.

1.06 PRODUCT DATA

Submit to Owner's Representative a minimum of 48 hours prior to start of work manufacturers comprehensive product description, including specifications and installation instructions.

1.07 CERTIFICATES AND TEST REPORTS

Provide and pay for all materials testing. Testing agency shall be acceptable to the Landscape Architect. Submit to Owner's Representative a minimum of 48 hours prior to start of work 2 copies of certificates of inspection as required by governmental authorities, and manufacturers' vendors certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements.
Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to: Topsoil source and nutrient analysis, mulch, fertilizers/soil amendments/chemicals.
Test representative material samples proposed for use. Provide the following data:

a. Topsoil and planting backfill.
b. Soil PH.
c. Particle size, percentage soil texture.
d. Percentage organic material.
e. Percolation rate.
f. Nutrient level analysis.
g. All macro, secondary and micro nutrient salinity.
h. ESP.
i. Free lime.

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in Part 2 - Products of Materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:
a. Irrigated trees and shrubs.
b. Turf.

1.08 MAINTENANCE DATA

Submit to Owner's Representative 2 copies of typewritten instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the Owner for the maintenance of landscape work for one full year.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver packaged material in containers showing weight, analysis and identification of manufacturer. Protect materials from deterioration at all times.

Provide protective covers to plant life and trees during delivery. Do not prune trees prior to delivery. Do not bend-tie trees or shrubs in such a manner as to cause damage or destroy shape. Deliver materials after preparation for planting have been completed. Plant immediately. If planting is delayed for more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock including ground cover, from containers until planting time.

1.10 SITE CONDITIONS

Determine location of underground utilities. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect all existing plant life not scheduled for removal. If any plant material that is to remain is damaged, the Contractor, at his expense, will pay for a replacement plant of the same size and species (to be approved by Owner's Representative).

Protect existing utilities, paving and other facilities from damage during landscaping operation.

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative.

Trees, Palm Trees, Saguaros and Ocotillos:
Warrant that trees, palm trees, saguaros and ocotillos will be alive and in good health for a period of 1 year after acceptance except for defects resulting from neglect by Owner, abuse or damage by others.

Owner must follow Contractors maintenance schedule and provide current maintenance log to Owner's Representative.

Remove and replace dead, unhealthy or girdled trees, palm trees, saguaros and ocotillos that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within fifteen days of notification. All replacement trees, palm trees, saguaros and ocotillos shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings:
Guarantee all other planting will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Owner. All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the Contractor.

All replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 day maintenance period.

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts not to exceed 1500 ppm, and material shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth. Topsoil: Screened, fertile, friable, from well drained arable land, free of nut grass, refuse, roots, heavy clay, noxious weeds or any material toxic to plant growth; contents as follows:

a. Silt: 20-45 %
b. Clay: 15-20 %
c. Sand: 30-60 %
d. Organic Material (natural or otherwise): 2 % minimum
e. pH: 7.0-8.3
f. Soluble salts: 1,500 ppm.
g. Nutrients: enough to bring levels up to acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour.
Existing top soil may be used provided it meets these requirements.

2.02 COMMERCIAL GRADE FERTILIZERS

Agri-Sul, Dispersul - use only for sulfur
Agriculture grade gypsum

2.03 SOIL AMENDMENTS

Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5. no soil amendments are required for salvaged plant material and cacti unless otherwise specified.

2.04 TREE SUPPORTS

Tree Stakes: Copper napthenate impregnated lodge pole 10 feet in length for 5 gallon and 15 gallon, and 12 feet in length for 24 inch box and larger. No tree stakes are required for salvaged plant material.

Tree Ties: Provide a minimum of two per tree; No. 10 gauge, pliable, zinc coated iron wire. Cover wire with hose, cover as specified, where it contacts tree.

Hose Covering: 1/2 inch minimum diameter; 2-ply reinforced rubber, new garden hose.

Tree Guards: 'ArborGard+' by Deep Root, or equal.

Tree Guys: Minimum 3 per tree; No. 10 galvanized wire. Cover wire with hose where it contacts tree for 24, 30 and 36 box tree.

Anchors (Deadmen): 2 inch x 4 inch x 3 feet long; construction grade redwood.

Signals (Flags): For guy wires, 1/2 inch diameter, white or orange plastic tubing 5 feet long over each guy used.

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

Pre-emergent herbicide shall be Surflan as manufactured by Dow/Elanco Chemical Company.

Contact herbicide shall be Round-up as manufactured by Monsanto.

2.06 PLANTING MATERIAL

Plant Material: Healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall be representative of their normal species and variety. They shall have normally developed branch systems. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture unless otherwise approved by the Owner's Representative.

Provide "Specimen" plants with a special height, shape or character. Tag at the source of supply prior to notifying Landscape Architect for inspection. The Landscape Architect shall inspect selections at source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of proposed material for approval.

Plants may be inspected and approved at place of growth for compliance with specification requirements for quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

2.07 TURF SOD

As noted on plans.

2.08 DECOMPOSED GRANITE

Decomposed granite coverage shall be a minimum 2-inch thickness unless noted otherwise on plans. Decomposed granite shall be the size and color as specified on plans, and shall be taken from a single quarry.

2.09 BOULDERS

Boulders are to be Surface Select or as noted on the plans. Boulder size as noted on the plans and approved by the Owner's Representative. Boulders are to be harvested, delivered and placed in a manner to avoid marking, scraping or damaging the natural condition of the boulder. All scarred boulders are to be treated with Permeon (or equal) to provide a natural appearance of the desert varnish.

2.09 SEED MIXTURE

As noted on plans.

PART 3 - EXECUTION

3.01 GENERAL

Install in accordance with the methods, techniques and specifications of each representative manufacturer. If a conflict occurs between manufacturers and these specifications, consult with Owner's Representative for a decision.

Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

Inspect the integrity of all damp-proofing and water-proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

Import additional topsoil only as required to bring planting areas up to finish grade. Spread and cultivate soil so that no settling takes place at any time.

3.04 LANDSCAPE FINE GRADING

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 1-1/2 inches below adjacent paving, curb and headers for shrubs and ground cover beds and areas or as required for installation of decomposed granite or turf sod.

At all planting areas, make entire area smooth and even to finish grade. Cultivate all areas so that there are no bumps or hollows, and the area drains as indicated. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess of 1-1/2 inches diameter, all building rubble, building construction material, waste and any other material that will impair satisfactory growth.

3.05 DECOMPOSED GRANITE

Place 2-inches unless otherwise noted, in all planting areas. Decomposed granite shall extend below all plant material, trees, and cactus. Decompsoed granite finish grade 1-1/-inch below adjacent paving, curbs, and headers.

3.06 HERBICIDE APPLICATION

Apply pre-emergent herbicides in accordance with manufacturer's instructions.

Apply contact herbicides in accordance with manufacturer's recommendations. Prior to application, moisten areas for fourteen days to encourage weed germination and growth. Apply before weeds attain a height of 6 inches. Remove taller weeds manually.

Areas to be landscaped shall be maintained in a weed-free condition at all times during construction and maintenance period.

Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 TREE SUPPORT

Guyed Trees: Guy trees as shown immediately after planting as shown on the drawings.
Staked Trees: Stake trees as shown on the drawings within 48-hours of planting.

Tree supports shall be installed to prevent lodging, yet allow for trunk movement. Hoses that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 TREES, SHRUBS, AND VINES

Layout locations with stakes or gypsum. Coordinate with Owner's Representative to assure appropriate location, prior to installation.

Test drainage of plant beds and pits by filling with water. Notify Owner's Representative of areas where water is retained more than 24 hours.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Owner's Representative may select alternate location.

Do not expose roots to air except during transplanting. Set up of plants at same level when planted as in the container. Cut plant containers on 2 sides without injuring root ball and carefully remove plant. Do not cut container with spade. Damaged plants will be rejected.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Place rootball of vines as close to structure or support system as possible. If rootball can't be placed closer than 12" notify Owner's Representative of situation for inspection and remedy.

Tie vines to trellis supports if applicable with green plant tape and remove any staking supplied with plant material.

Planting Mixture: One part wood shavings Two parts excavated soil amended to meet standards in Part 2.

Mix thoroughly outside the hole before start of backfilling.

Tree Guard: Install tree guard on all trees located in turf areas per manufacturer's recommendations.

3.09 BACKFILLING

Backfill plant pits and form shallow basin around the plant to hold enough water to saturate the root ball and backfill (only form basins if specified on detail). Water plants immediately after planting and allow backfill to settle in plant pit. Do not water saguaros after planting. Do not raise basin rim above surrounding grade.

Puddle planting mixture when pit is 2/3 full of plant mix. Continue back filling to within 1 inch of surrounding grade.

Finish grade to 2 inches below headers or concrete work.

Top dress planting areas with 2 inches of top dressing after planting.

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

At time of transplanting, soil in flats shall be sufficient so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.11 TURF SOD

Soil Preparation: Provide soil with an organic matter content of 25-percent to 30-percent. Cultivate entire area to a depth of 6" minimum and remove all rock in excess of 1 1/2", all building rubble, building construction material waste and any other material that will impair satisfactory growth. This top 6" must meet the topsoil requirements noted in Section 2.01.

Soil Amendments: Prior to rototilling, apply gypsum at a rate of 100 lbs per 1,000 sf, phosphate at a rate of 2 lbs per 1,000 sf. , and soil sulfur at 5 lbs per 1,000 sf. Rototill into soil.

Install sod along the straightest edge of turf area. Stagger joints in a brick-like pattern. Avoid gaps and overlapping. Place sod diagonally across, to avoid sliding. Water sod at least every 30 min. during installation. Finish by watering lightly and roll in two directions w/sod roller.

3.12 WATERING

Water all plants immediately after planting, except for saguaros, with hose in planting hole until material about the roots is completely saturated from the bottom of the hole to the top of the ground to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole. Water stream shall not cause damage to planting hole or plant. Keep exposed roots wet by means of moist sawdust, peat moss or burlap at all times during planting operation. Repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.13 CLEAN UP

Keep all areas clean and orderly during and after execution of work. Burning of trash is not permitted.

3.14 ADJUSTMENT

Prune each tree and shrub to preserve the natural character of the plant per American Standards for Nursery stock, as published by the American Association of Nurserymen. Prune only as directed by Owner's Representative and Landscape Architect to remove deadwood, suckers, or broken or badly bruised branches. Replace all plants damaged by excessive pruning, planting operations or construction damage.

3.15 MAINTENANCE PERIOD

When the Owner's Representative and Landscape Architect determine the work to be substantially complete in accordance with the Conditions of the Contract, Contractor will be advised, in writing, that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering, trimming, weeding and cultivating of beds.

Landscape contractor, in order to protect his guarantee, shall give typewritten to Owner, a complete maintenance instruction booklet on the care and feeding of the landscape.

Contractor shall request, in writing, a Final Inspection with Landscape Architect at the completion of the maintenance period. If the Owner's Representative determines the work is satisfactory, the maintenance period will end on the date of the Final Inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the Contractors expense, until such time as all corrections are made and the work is inspected and approved by the Owner's Representative and Landscape Architect. Retention will not be released until Final inspection is made and approval issued by the Owner's Representative.

3.16 FIELD QUALITY CONTROL

Notify Owner's Representative of the requirement for inspection at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade and boulder placement
- At completion of landscape finish grading and soil preparation, prior to planting.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen tree, or other specimen plant material.
- After staking locations for plant holes, but prior to planting; for approval.
- During the planting process.
- During the placement and aiming of all light fixtures.
- At Substantial Completion of the Work.
- During warranty period to observe maintenance procedures.
- At final Completion of the Work.

GREEY | PICKETT
landscape architecture | community design
7144 e stetson drive, suite 205
scottsdale, arizona 85251
480.609.0009p 480.609.0009f

REGISTERED LANDSCAPE ARCHITECT
28448
RUSSELL E. GREEY
Registered 03-15-2010
ARIZONA, USA
Expires 12/31/19

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

PRASADA
Parcel P
Landscape Construction Documents
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:
△
△
△

project #:
TOL 154
scale:
NTS
issued for:
REVIEW
drawn by:
TEAM
date:
02.15.2019
drawing:
Landscape Spec's

sheet #
L8.1
05 of 05

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Robert Kuhfuss

From: Peter Hughes - FCDX <PeterHughes@mail.maricopa.gov>
Sent: Friday, February 15, 2019 1:45 PM
To: Allysa Robinson
Subject: RE: OUTSIDE AGENCIES FS19-110 Toll @ Prasada Phase 2 Unit P Preliminary Plat New Submittal 021519
Attachments: CityofSurprise_02_15_2019_CR18-655 Prasada Lake Village Master Plan.pdf

Follow Up Flag: Follow up
Flag Status: Completed

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Allysa,

The Flood Control District of Maricopa County has the following comments.

Project Name: FS19-110. Project Information: SEC of Cotton and Cactus. APN(s): 502-04-017D

- Parcel 502-04-018 is no longer a valid parcel and the project area falls within parcel 502-04-017D.
- Parcel 502-04-017D is located partially in FEMA Zone X, which is not in the SFHA and FEMA Zone A, which is in the SFHA.
    - See attached .pdf for aerial view of the parcels and the location of the FEMA FIRM Zones.
- Parcel 502-04-017D is partially located on FEMA FIRM Panels 1655L and 1660L
- FEMA Zone A are areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.
- Prior to obtaining a building permit, either a floodplain use permit or a CLOMR/LOMR would be required by the District since there is a FEMA floodplain delineated on the parcel(s).

If there are any questions or concerns please let me know.

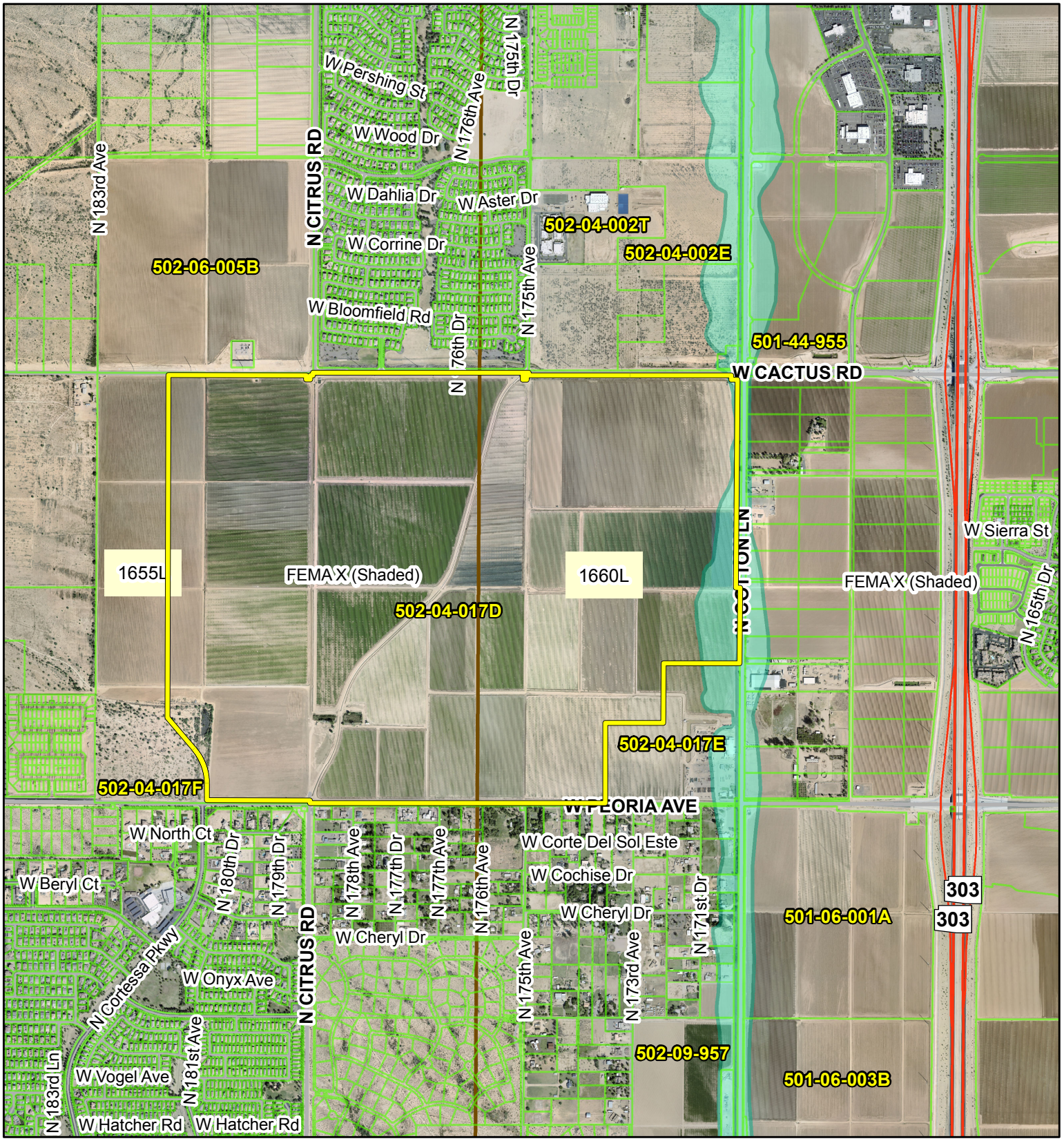
Thanks,
Peter

Peter Hughes
Policy, Planning, and Coordination Branch
Planner

Flood Control District of Maricopa County
2801 W Durango St, Phoenix, AZ 85009
(O) 602-506-8725
peterhughes@mail.maricopa.gov
www.fcd.maricopa.gov

How are we doing? Click here to leave your feedback

The Flood Control District of Maricopa County (FCDMC) - Unofficial Document
This document cannot be used for floodplain determinations. Current studies, erosion setbacks and other factors may also affect the floodplain status of the property.
The information shown for pending floodplains are the best technical information available at this time to determine the one percent chance flood and are subject to change.



Current FEMA Flood Zones

FW AEFW AFW AE AH AO A A (CIC) AAFF AFHH AFZA AFUFD

Current Pending Flood Zones

FW AEFW AFW AE AH AO A A (CIC) AAFF AFHH AFZA AFUFD X (Shaded)

N

0 800 1,600 3,200 Feet

1 inch = 1,626 feet

Date: 2/15/2019
Time: 1:33:56 PM
User: hughesp

Floodplain Management & Services
2801 West Durango Street
Phoenix, Arizona 85009
Phone: (602) 506-2419
Fax: (602) 372-6232
http://www.fcd.maricopa.gov/Floodplain/floodplain.aspx

From:	Leslie Jarrell
To:	Allysa Robinson
Cc:	Chris Cain; Debbie Trasancos; Jamie Sullivan
Subject:	OUTSIDE AGENCIES FS19-110 Toll @ Prasada Phase 2 Unit P Preliminary Plat New Submittal 021519
Date:	Tuesday, February 19, 2019 5:46:23 AM
Attachments:	image001.png Unit P PrePlat Submittal - Landscape (B&W - 10 Copies - Folded).pdf FS19-110 Application.pdf Unit P Narrative.docx Notice of Toll At Prasada Development And Water Delivery Agreement.docx Notice of Intergovernmental Agreement.pdf MWD Drawing Requirements REV 2-7-19.pdf MWD Fees & Payment Schedule 2019.pdf

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****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Allysa,
Thank you for providing the electronic submittal for **Toll @ Prasada Phase 2 Unit P Preliminary Plat New Submittal 021519 FS19-110.** This project is located within an area included in the **Toll At Prasada Development and Water Delivery Agreement** between MWD and the original developer/landowner. Pursuant to the Development Agreement, the developer (including their successors and assigns) must submit copies of the subdivision plats to MWD for review and approval pursuant to the attached *MWD Drawing Requirements*, along with the payment of the applicable Subdivision Plat Review Fee pursuant to the attached *MWD Fees & Payment Schedule.* The Plat must include the attached Notice of **Toll At Prasada Development and Water Delivery Agreement** on the coversheet where MWD will sign the plat confirming our approval. The Plat must also include the attached Notice of Intergovernmental Agreement. Upon our review of the plat once it is provided by developer, MWD will copy the City on our approval and/or comments.
Thanks again.

Leslie Jarrell
Property & Contracts Specialist
Maricopa Water District
14825 W. Grand Avenue
Surprise, AZ. 85374
Office Phone: (623)546-8266
Direct Line: (623)235-6103
Fax: (623)584-2536
E-mail: lesliej@mwdaz.com

From: Allysa Robinson
Sent: Friday, February 15, 2019 10:28 AM
To: 'Bob Woodring - TEMPX' ; 'Brad Finke - EPCOR' ; Chris Cain ; 'Chris Toale' ; Christina Betz ; Daniel Trujillo ; Debbie Trasancos ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland - Epcor' ; 'Ernest (USPS)' ; Greg Welch ; 'Ibeth - USPS' ; Leslie Jarrell ; 'Mark Frago' ; 'Peter Hughes - FCDX' ; 'Project Coordinator' ; 'Richard Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne

Aguirre'
Cc: Elsa DeMoss ; Lloyd Abrams
Subject: OUTSIDE AGENCIES FS19-110 Toll @ Prasada Phase 2 Unit P Preliminary Plat New Submittal 021519
Attached please find the application, narrative, and preliminary plat for the above referenced project.
Please feel free to contact us with any questions.
Best regards,
Allysa Robinson
Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374
www.surpriseaz.gov
Phone: 623-222-3099
Fax: 623-222-3001
Allysa.Robinson@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

15 Feb 2019 17:27:46 -0000

From:	Stacie McKenzie
To:	Allysa Robinson
Cc:	Nanci Roberts
Subject:	OUTSIDE AGENCIES FS19-110 Toll @ Prasada Phase 2 Unit P Preliminary Plat New Submittal 021519
Date:	Monday, March 11, 2019 11:22:42 AM

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Good Morning,

After review, ADOT Right of Way, has no new comments for the use proposed for this location. ADOT has no concerns with the proposed use, and is neither an opponent or a proponent to the project. The location of the project is approximately 1 mile from the Highway 303, therefore, it is not necessary for ADOT Right of Way to comment since it is more than ¼ mile away. ADOT Traffic Engineering may offer additional comments, independent of my review. We appreciate receiving the notice, and the opportunity to review and comment. I am happy to assist with any other questions or concerns.

Kindly,

Stacie McKenzie

Consultant Project Coordinator

Contract ADOT R/W Project Coordinator

LPA (Local Public Agency) R/W Coordinator

Department of Transportation

205 S. 17th Ave. MD: 612E
Phoenix, AZ 85007

602-712-7167

WWW.AZDOT.GOV

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

19 February 2019

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Alyssa Robinson
Project Coordinator
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS19-110; Toll @ Prasada Phase 2 Unit P (APN: 502-04-018)

Dear Ms. Robinson

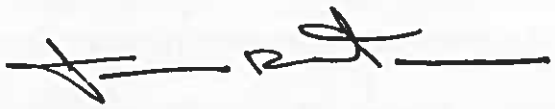
Thank you for the opportunity to provide comments on the Preliminary Plat Application for Toll at Prasada Phase 2 Unit P. The site sits on vacant land located at Cotton Lane and Cactus Road in Surprise, AZ and is part of the larger 772.08 acre master planned community with an overall density of 2.86 du/ac. This request is for 49 single family residential units on 17.6 acres for an overall density of 2.78 du/ac. The site is approximately 1.8 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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. Toll at Prasada Phase 2 Unit P falls within these guidelines.

This request will not have a negative impact on Luke AFB Flight 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. If this development is approved, 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/tenants about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Christopher Toale at (623) 856-6175.

Sincerely



JAMES R. MITCHELL

cc:
Colonel Michael S. Richardson, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

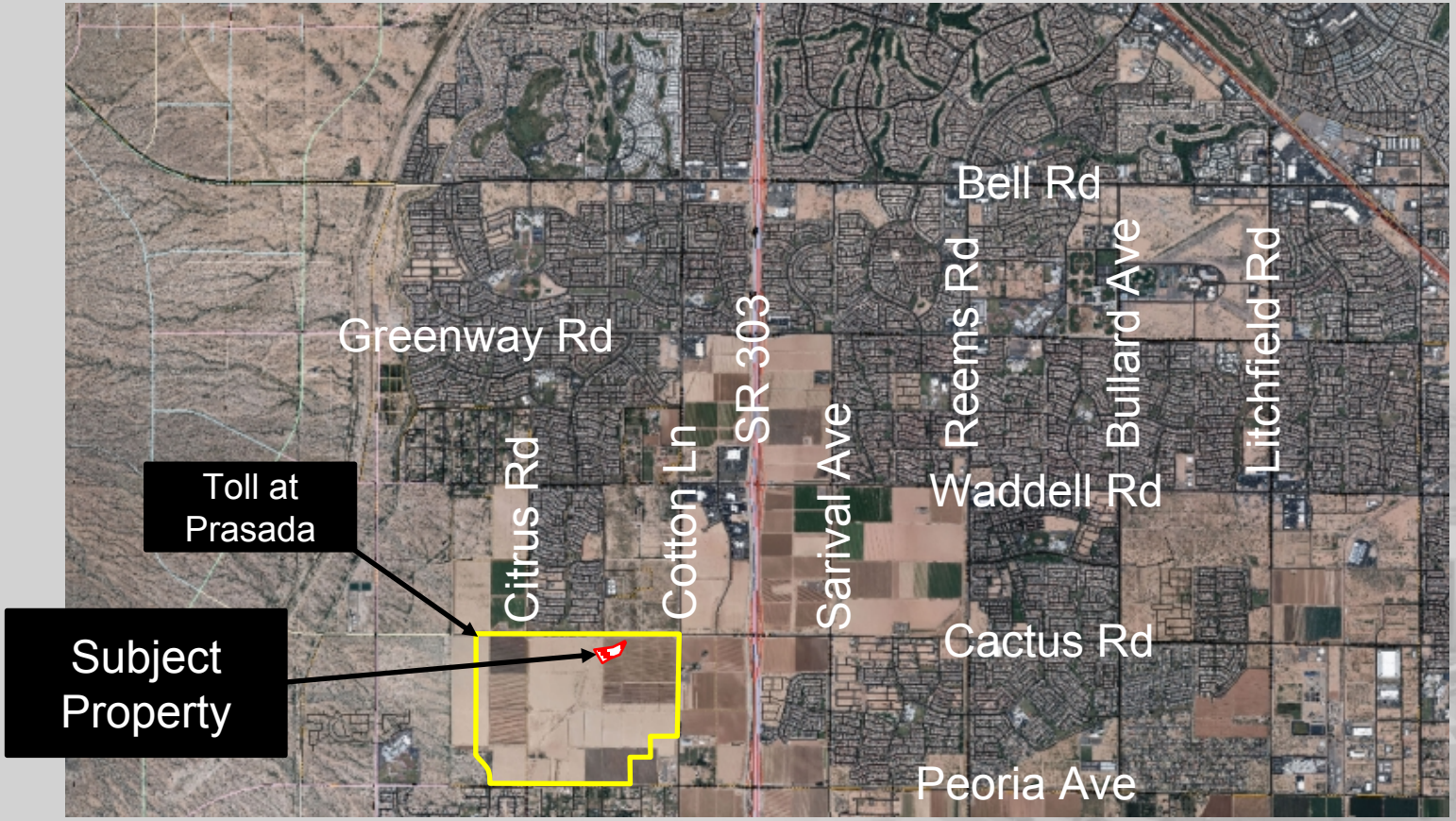
SURPRISE
ARIZONA

City Council

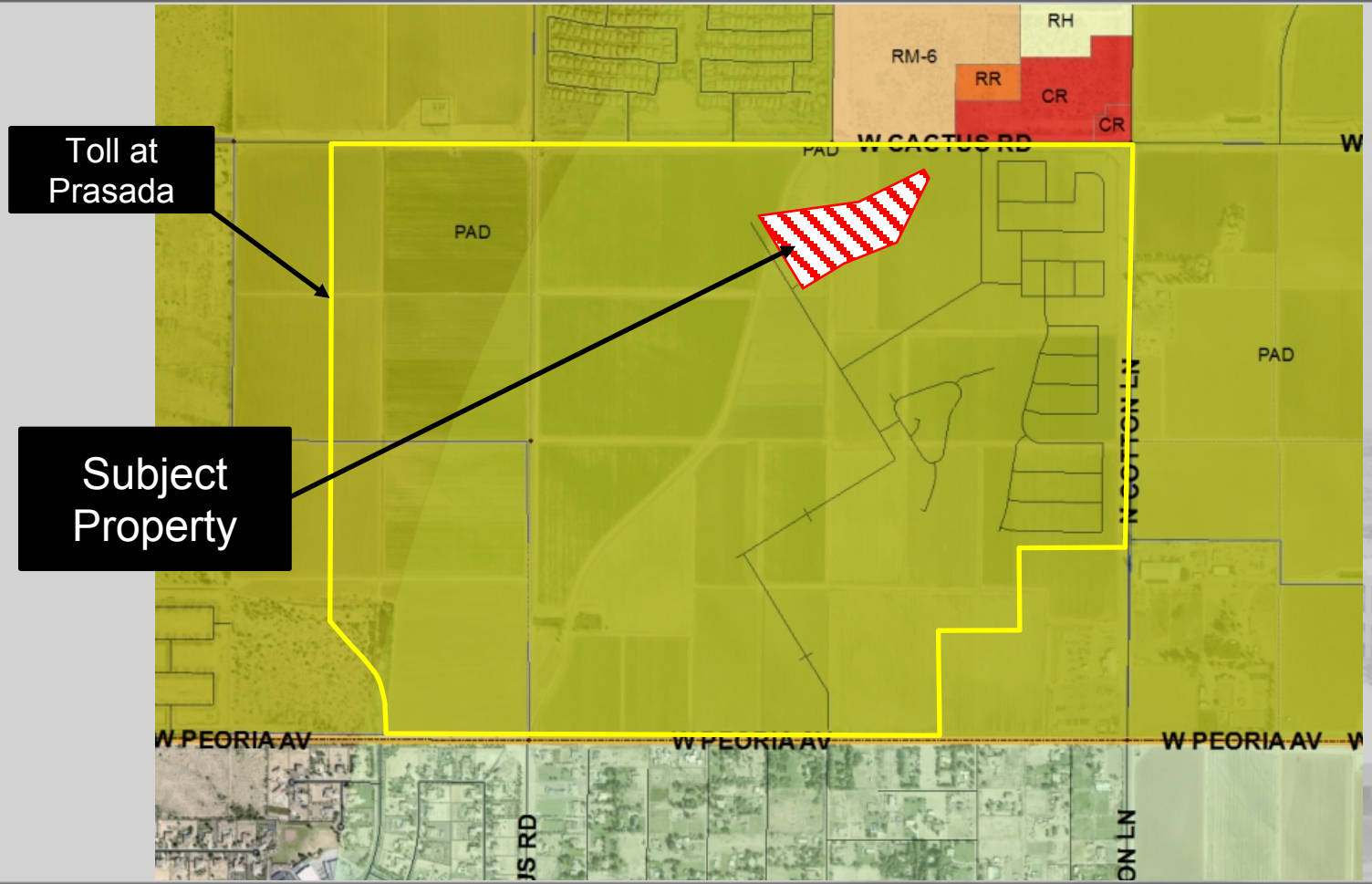
August 6, 2019

Toll at Prasada Unit P Revised Preliminary Plat

FS19-110 Vicinity Map

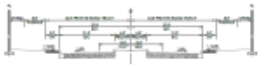


FS19-110 Case Map



REVISED PRELIMINARY PLAT
FOR
UNIT P - TOLL AT PRASADA

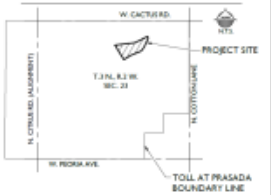
A PORTION OF THE EAST HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



LOCAL ENTRY

LOCAL STREET

VICINITY MAP



PROJECT TEAM

DEVELOPER:
TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 290
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: NICK HOPPE, P.E.

PROJECT DATA

A.P.N.: 503-84-010

EXISTING GENERAL PLAN: NEIGHBORHOOD
EXISTING ZONING: CASTER AREA PLANNED AREA DEVELOPMENT (PAD) (ORDINANCE NO. 19-08)

GROSS AREA: +/- 17.665 ACRES
NET AREA: +/- 17.665 ACRES

PRIVATE STREET TRACT AREA: +/- 2.166 ACRES
LOT AREA: +/- 13.645 ACRES
TRACT/OPEN SPACE: +/- 0.791 ACRES

Development Pod	Phase	Average	# Lot Yield	Net Density
A	1	10,706	141	4.307 DU/AC
B	1	47,999	230	4.792 DU/AC
D	1	21,909	96	4.382 DU/AC
P	2	17,665	69	3.906 DU/AC
	Total	138.2%	± 540	4.24 DU/AC

THE TOLL AT PRASADA PROJECT IS PLANNED FOR A MAXIMUM OF 2307 UNITS. THE CHART SHALL BE UPDATED TO MAINTAIN A RECORD OF THE REMAINING UNIT COUNT AT EACH PHASE OF THE DEVELOPMENT.

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. ALL PUBLIC STREETS SHALL BE CONSTRUCTED TO CITY OF SURPRISE MINIMUM STANDARDS AS REQUIRED HEREIN.
4. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
5. THE HOMEOWNERS ASSOCIATION (HOA) WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS AND INTERIOR STREETS.
6. THE AREA PLOTTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

DEVELOPMENT STANDARDS

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS APPROVED IN RESOLUTION, CASE FS19-110.

UTILITIES

WATER	EPCOR WATER
SEWER	CITY OF SURPRISE
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK / COX
CABLE TV	CENTURYLINK / COX
FIRE	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

SHEET INDEX

SHEET 1	C01	COVERSHEET
SHEET 2	C02	INDEX SHEET
SHEET 3-4	PRELIM-1	PRELIMINARY PLAT
SHEET 5	DT01	DATA TABLES AND LOT DIAGRAM/DEVELOPMENT STANDARDS

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST.

EPS GROUP
2045 S. VINEYARD AVE., SUITE 101
MESA, AZ 85210
P: 480.503.2250 | F: 480.503.2258
W: WWW.EPSGROUP.COM

TOLL AT PRASADA
UNIT P REVISED PRELIMINARY PLAT
Cover Sheet

Project
Revisions

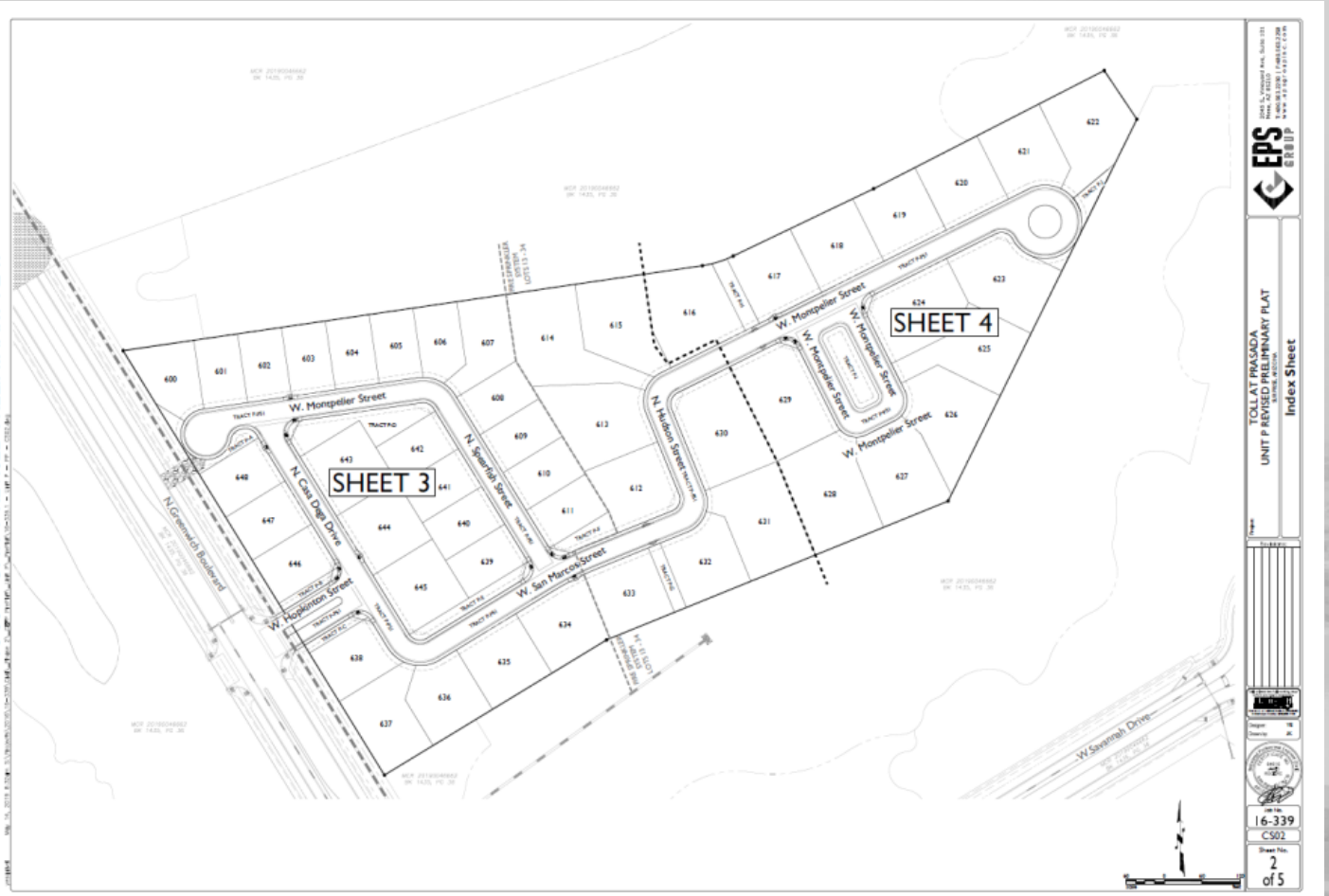
Designed: TS
Drawn by: JK

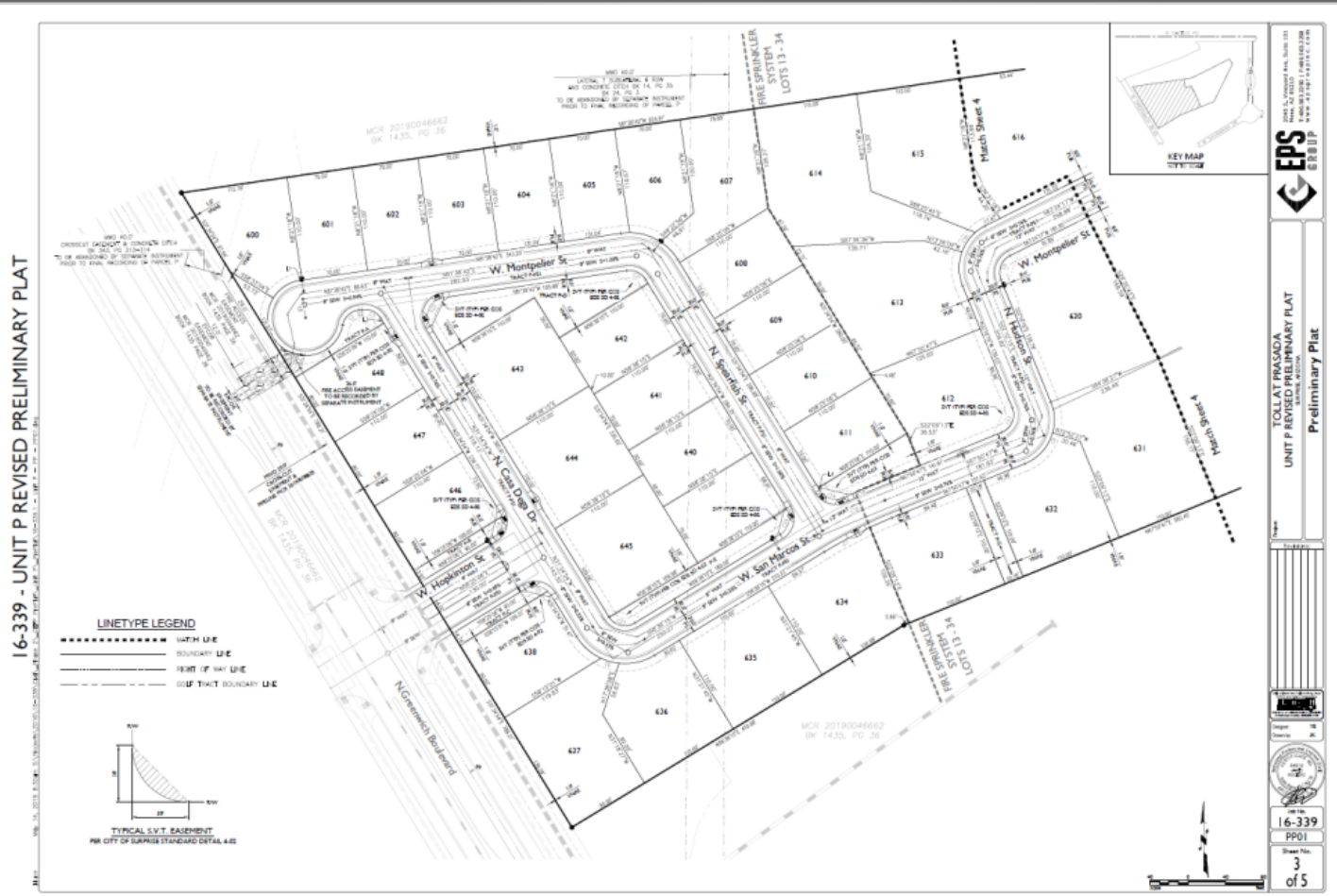
Job No.
16-339
C501
Sheet No.
1
of 5

16-339 - UNIT P REVISED PRELIMINARY PLAT

FS19-110 Preliminary Plat

FS19-110 Preliminary Plat





FS19-110 Preliminary Plat

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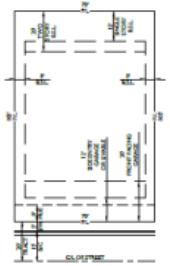
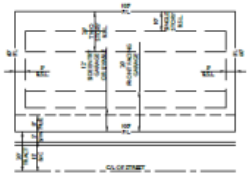
16-339 - UNIT P REVISED PRELIMINARY PLAT



TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
N.T.S.



TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
N.T.S.

Development Standard C - FS16-400

Zoning District	PEV-1	PEV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet[1]	
Minimum Building Setbacks:[2]		
Front[3]		
Front facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[4]	12 Feet	
Side[5][6]	5 Feet / 5 Feet	
Rear[5][6]	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height:[7]	35 Feet	

Notes:

1. Lot widths may range from 68 feet to 90 feet, with lot areas from 7,000 square feet.
2. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
3. The minimum side yard setback for corner lots shall either be 15 feet as the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
4. Architectural features such as, but not limited to, covered patios and porches (fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
5. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 18 feet wide by 20 feet deep driveway parking pad, without encroaching on the sidewalk.
6. Covered patios may encroach up to 5 feet into the rear setback.
7. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D2 - FS17-587

Zoning District	PEV-1	PEV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet[1]	
Minimum Building Setbacks:[2]		
Front[3][4]		
Front or side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[5]	12 Feet	
Side[6][7]	5 Feet / 5 Feet	
Rear[6][7]	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height:[8]	35 Feet	

Notes:

1. Typical rectilinear lot widths may range from 45 feet to 110 feet, with lot areas from 5,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.
3. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
4. The minimum side yard setback for corner lots shall either be 15 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
5. Architectural features such as, but not limited to, covered patios and porches (fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
6. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 18 feet wide by 20 feet deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
7. Covered patios may encroach up to 5 feet into the rear setback.
8. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

LINE TABLE

LINE	LENGTH	BEARING
L1	5.00'	N89°38'48"E
L2	3.70'	S00°38'48"W
L3	5.00'	N89°38'48"W
L4	3.07'	S01°54'34"E
L5	66.00'	N89°05'18"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	174.70'	40.00'	250°13'44"	36.27'	63.00'	S40°32'18"W
C2	39.62'	25.00'	72°52'46"	14.14'	23.09'	S40°38'48"W
C3	23.21'	25.00'	53°10'02"	12.48'	22.37'	N64°03'49"W
C4	31.42'	25.00'	90°00'00"	20.00'	28.28'	N01°21'12"E
C5	31.42'	25.00'	90°00'00"	20.00'	28.28'	N87°24'54"W
C6	94.25'	60.00'	89°59'57"	29.77'	84.85'	S76°38'13"E
C7	65.24'	300.00'	9°18'02"	40.67'	65.12'	S62°14'57"W
C8	78.54'	50.00'	90°00'00"	50.00'	70.70'	N82°38'48"E
C9	39.87'	25.00'	91°23'04"	25.57'	35.77'	S03°38'39"W
C10	31.42'	25.00'	90°00'00"	20.00'	28.28'	N07°38'48"W
C11	34.56'	25.00'	79°12'09"	20.00'	31.88'	S51°02'43"E
C12	34.56'	25.00'	79°12'09"	20.00'	31.88'	N28°09'26"E
C13	31.42'	25.00'	90°00'00"	20.00'	28.28'	S38°38'48"E
C14	39.93'	25.00'	89°51'51"	25.49'	35.95'	N51°18'42"W
C15	271.22'	56.00'	277°31'51"	39.51'	63.07'	N07°38'48"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C16	74.68'	30.00'	142°36'34"	46.28'	57.70'	S20°38'39"W
C17	31.42'	20.00'	90°00'00"	20.00'	28.28'	N82°38'48"E
C18	28.70'	340.00'	4°49'58"	14.37'	28.70'	S87°47'20"W
C19	69.56'	30.00'	84°49'49"	19.82'	34.94'	S70°58'18"E
C20	49.93'	60.00'	84°46'52"	29.84'	46.22'	N84°38'48"W
C21	62.31'	30.00'	84°46'52"	13.18'	52.31'	N84°38'48"W
C22	39.52'	30.00'	112°12'22"	26.23'	33.49'	S20°01'59"W
C23	31.24'	20.00'	89°30'31"	19.90'	28.17'	S76°38'13"E
C24	31.49'	20.00'	90°12'09"	20.06'	28.34'	N13°21'47"E
C25	31.21'	180.00'	9°56'04"	15.78'	31.18'	N70°53'16"E
C26	15.71'	10.00'	90°00'00"	10.00'	14.14'	S38°38'48"E
C27	15.71'	10.00'	90°00'00"	10.00'	14.14'	S51°38'48"E
C28	15.71'	10.00'	90°00'00"	10.00'	14.14'	N38°38'48"W
C29	15.71'	10.00'	90°00'00"	10.00'	14.14'	N51°38'48"W
C30	62.58'	330.00'	9°43'33"	41.66'	62.49'	S82°46'52"W

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
600	9,913	0.2275	C
601	7,705	0.1768	C
602	7,705	0.1768	C
603	7,705	0.1768	C
604	7,705	0.1768	C
605	7,705	0.1768	C
606	7,979	0.1831	C
607	10,895	0.2500	C
608	7,705	0.1768	C
609	7,705	0.1768	C
610	7,705	0.1768	C
611	7,705	0.1768	C
612	10,844	0.2489	D2
613	17,622	0.4045	D2
614	19,960	0.4582	D2
615	15,488	0.3557	D2
616	17,295	0.3970	D2
617	15,478	0.3554	D2
618	13,271	0.3047	D2
619	15,139	0.3475	D2
620	13,544	0.3109	D2
621	13,998	0.3214	D2
622	17,061	0.3916	D2
623	16,473	0.3781	D2
624	16,514	0.3479	D2

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
625	15,104	0.3467	D2
626	16,724	0.3840	D2
627	14,094	0.3236	D2
628	15,131	0.3474	D2
629	15,685	0.3601	D2
630	19,471	0.4470	D2
631	17,724	0.4070	D2
632	10,978	0.2520	C
633	13,094	0.3007	D2
634	13,692	0.3914	D2
635	15,100	0.3779	D2
636	15,101	0.3783	D2
637	13,464	0.3091	C
638	10,950	0.2514	C
639	7,705	0.1768	C
640	7,705	0.1768	C
641	7,705	0.1768	C
642	7,705	0.1768	C
643	15,100	0.3779	D2
644	15,100	0.3779	D2
645	15,100	0.3779	D2
646	6,776	0.1555	C
647	6,800	0.1560	C
648	6,800	0.1560	C

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)
TRACT P-A	LANDSCAPE, OPEN SPACE, SIGGIR & ACCESS EASEMENTS	5,701	0.1675
TRACT P-B	LANDSCAPE, OPEN SPACE	1,447	0.0332
TRACT P-C	LANDSCAPE, OPEN SPACE	1,319	0.0349
TRACT P-D	LANDSCAPE, OPEN SPACE	5,646	0.1782
TRACT P-E	LANDSCAPE, OPEN SPACE	4,800	0.2819
TRACT P-J	LANDSCAPE, OPEN SPACE	5,340	0.3676
TRACT P-G	LANDSCAPE, OPEN SPACE, DRAINAGE EASEMENT	2,220	0.2010
TRACT P-H	LANDSCAPE, OPEN SPACE, DRAINAGE EASEMENT	5,851	0.2648
TRACT P-I	LANDSCAPE, OPEN SPACE	5,295	0.1214
TRACT P-J	LANDSCAPE, OPEN SPACE	5,656	0.3650
TRACT P-PVT	PRIVATE ROADWAY TRACT WATER & SEWER EASEMENT	137,895	3.1656

EPS GROUP
2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
W: WWW.EPSGROUP.BIZ

TOLL AT PRASADA
UNIT P REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Data Tables & Lot Diagrams

Designer: TB
Drawn by: JK

Job No.
16-339
DT01

Sheet No.
5
of 5

FS19-110 Preliminary Landscape Plan

Prasada - Phase 1 Unit P

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

GENERAL NOTES:

PLANTING GENERAL NOTES:

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP

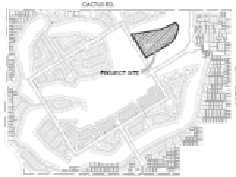
DECOMPOSED GRANITE

IRRIGATION GENERAL NOTES:

GRADING GENERAL NOTES:

CITY OF SURPRISE ENGINEERING NOTES:

SITE MAP:



CITY OF SURPRISE LANDSCAPE NOTES:

HARDSCAPE GENERAL NOTES:

WALL PLAN:

WALL LEGEND UNIT P

CONSULTANT TEAM

DEVELOPER:
TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 514-6711
CONTACT: OSCAR DOMINGUEZ

LANDSCAPE ARCHITECT/PLANNER:
GREEY | PICKETT
7144 E. STETSON DRIVE, SUITE 205
SCOTTSDALE, AZ 85251
PHONE: (480) 609-0009
CONTACT: WENDELL PICKETT

CIVIL ENGINEER:
EPS GROUP
1130 N Alma School Road, Suite 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: RICH HOPPE, P.E.

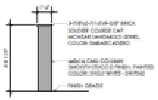
SHEET INDEX:

LANDSCAPE PLANS

COVER SHEET	L0.0
LANDSCAPE PLANS	L3.1-L3.2
PLANTING DETAILS	L7.1
LANDSCAPE SPECIFICATIONS	L8.1

FW *Feature Wall Details*
Scale: 1/4" = 1'-0"

VF *View Fence Details*
Scale: 1/4" = 1'-0"



DFC *Dually Wall Feature Column*
Scale: 1/4" = 1'-0"

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

GREEY | PICKETT
landscape architecture | community design

PRASADA
Parcel P
Landscape Construction Documents
SURPRISE, ARIZONA

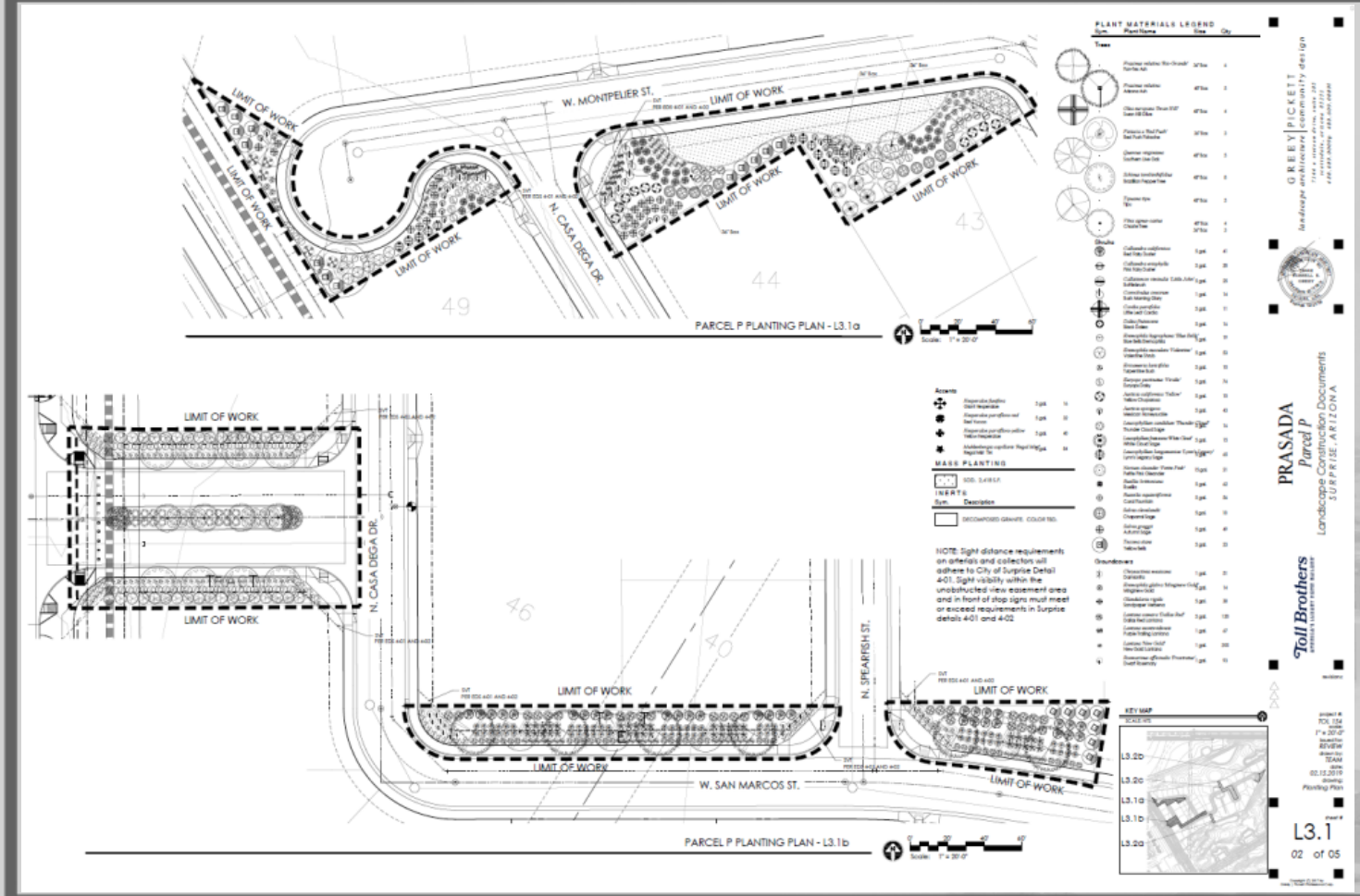
Toll Brothers

revisions

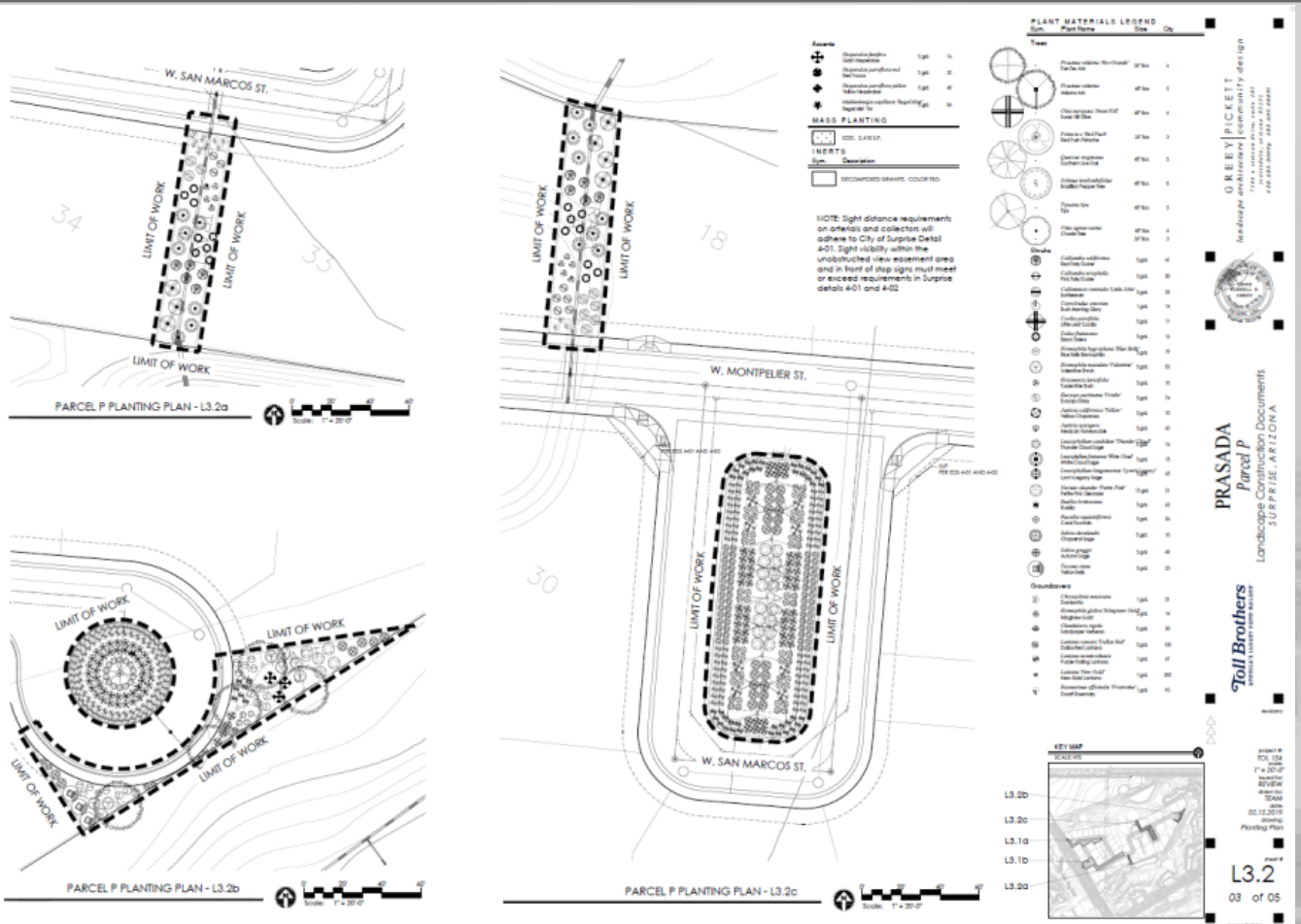
project #: TOL.156
scale: NTS
issued for: REVIEW
drawn by: TEAM
date: 02.15.2019
drawing: Cover Sheet

sheet #
L0.0
01 of 05

FS19-110 Preliminary Landscape Plan



FS19-110 Preliminary Landscape Plan



FS19-110 Toll at Prasada Unit P
Revised Preliminary Plat
Commission Recommendation

Approve subject to stipulations “a” through “c”

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to the Revised Preliminary Plat entitled, "Unit E-Toll at Prasada" dated April 30, 2019, a property generally located in the vicinity of the corner of Peoria Avenue and Cotton Lane.

Motion:
I move to approve the Revised Preliminary Plat entitled, "Unit E-Toll at Prasada" subject to stipulations “a” through “c” as set forth in the Commission Recommendation within the attached Staff Report.

Background:
The subject request involves a revised Preliminary Plat for Unit E of the Toll at Prasada project. Unit E was included in the original Toll at Prasada Preliminary Plat processed under case FS17-394, and was subsequently platted as a single parcel under the Phase 1 Infrastructure Plat processed under case FS18-290. The applicant now seeks to further subdivide the subject parcel into 81 lots and 13 tracts. This revised Preliminary Plat is the first step in that process.

Objective Analysis:
The original Preliminary Plat approved under FS17-394 anticipated a total of 2,207 lots for the larger Toll at Prasada project; however, the exact configuration of the lots outside of the initial phase of development had not been finalized by the time the related Phase 1 Infrastructure Plat (FS18-290) was ready to move forward. In order to keep the project moving forward, the Phase 1 Infrastructure Plat was approved with Unit E shown as a single lot. The applicant wishes to proceed with the platting of Unit E; however, since no lotting was approved for Unit E with the original Preliminary Plat or Final Plat, a revised Preliminary Plat is required. The subject Preliminary Plat meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the SUDC. All city reviewing departments 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 development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.27 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/Ac. ribbon of the Luke Air

Force Base Graduated Density Concept and is consistent with the GDC.

Financial Impact:

The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.07.23 EVR FS19-145 Toll at Prasada Unit E Revised Preliminary Plat SR
2. 01 FS19-145 Toll at Prasada Unit E Revised Preliminary Plat Vicinity Map
3. 02 FS19-145 Toll at Prasada Unit E Revised Preliminary Plat Case Map
4. 03 FS19-145 Toll at Prasada Unit E Revised Preliminary Plat
5. 04 FS19-145 Toll at Prasada Unit E Preliminary Landscape Plans
6. 05 FS19-145 FCDMC Comments
7. 06 FS19-145 MWD Comments
8. 07 FS19-145 LAFB Comments
9. 08 FS19-115 Toll at Prasada Unit E 08-06-19 CC Preliminary Plat Presentation

SURPRISE
ARIZONA

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS19-145**
Project Name:	Toll at Prasada Unit E Revised Preliminary Plat
Council District:	3 - Mesquite
Meeting Date:	**August 6, 2019**
Planner:	Robert H. Kuhfuss, AICP

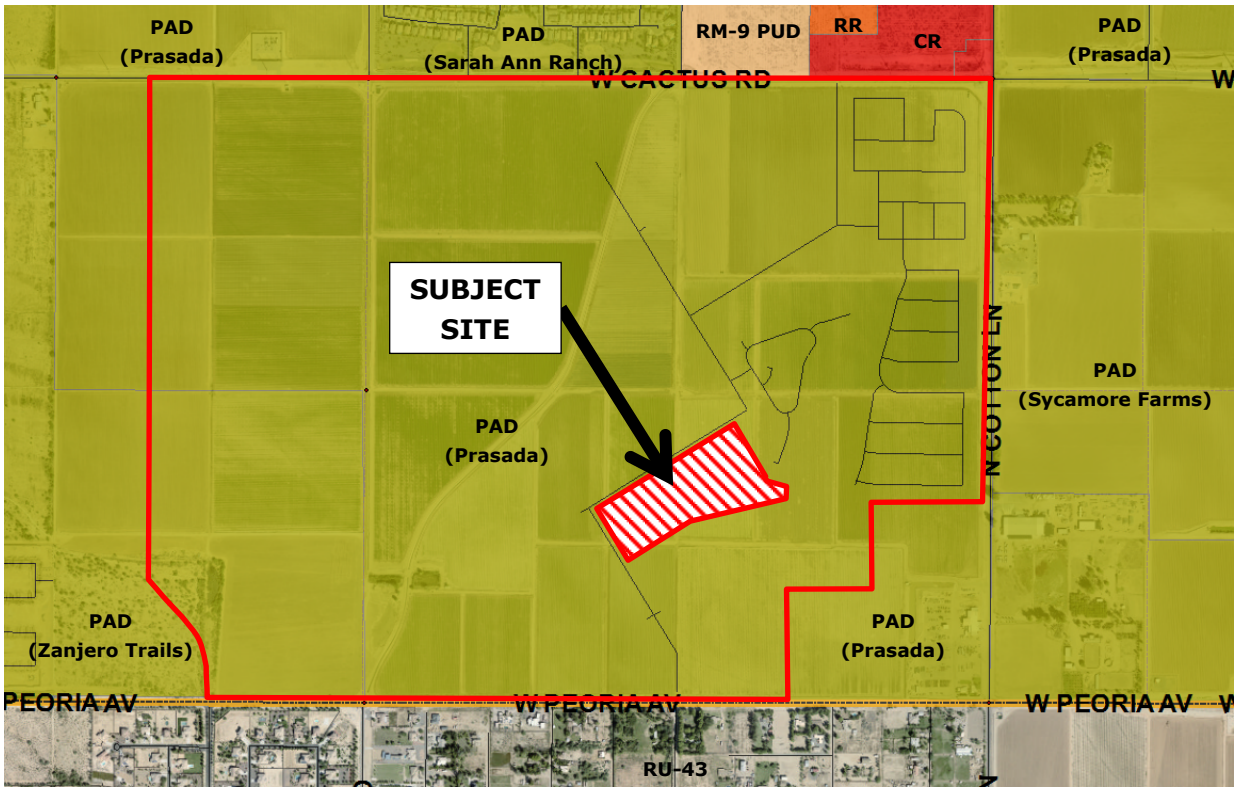
Owner:	Toll Prasada, LLC
Applicant:	Aaron Insco of Toll Bros, Inc.
Request:	Revised Preliminary Plat for Toll at Prasada Unit E in the Prasada PAD
Site Location:	Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue
Area:	19.0 acres (approx.)
Density:	4.27 DU/Ac. (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Commission Recommendation:	**Approve**, subject to stipulations “a” through “c”
Alternative Actions:	**Approval** of the requested Preliminary Plat will allow the developer to proceed with the Final Platting of the subject property, as proposed. **Denial** of the requested Preliminary Plat will deny the developer the opportunity to proceed with the Final Platting of the subject property, as proposed.

PROJECT DESCRIPTION:

The subject request involves a revised Preliminary Plat for Unit E of the Toll at Prasada project. Unit E was included in the original Toll at Prasada Preliminary Plat processed under case FS17-394, and was subsequently platted as a single parcel under the Phase 1 Infrastructure Plat processed under case FS18-290. The applicant now seeks to further subdivide the subject parcel into 81 lots and 13 tracts. This revised Preliminary Plat is the first step in that process.

EXISTING ZONING:

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



BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

December 20, 2018: Staff met with the developer to discuss revised Preliminary Plats and related Final Plats for Parcels C, E, F, and P during a regularly scheduled Concept Review meeting under CR18-665.

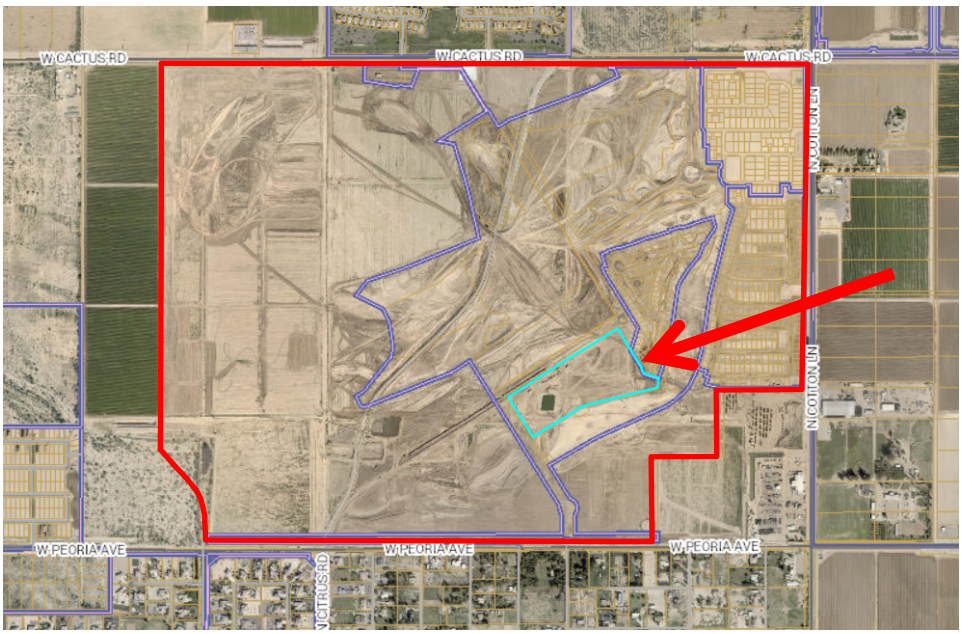
January 15, 2019: The City Council approved the Toll at Prasada Phase 1 Infrastructure Plat under case FS18-290.

February 14, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit P under case FS19-110.

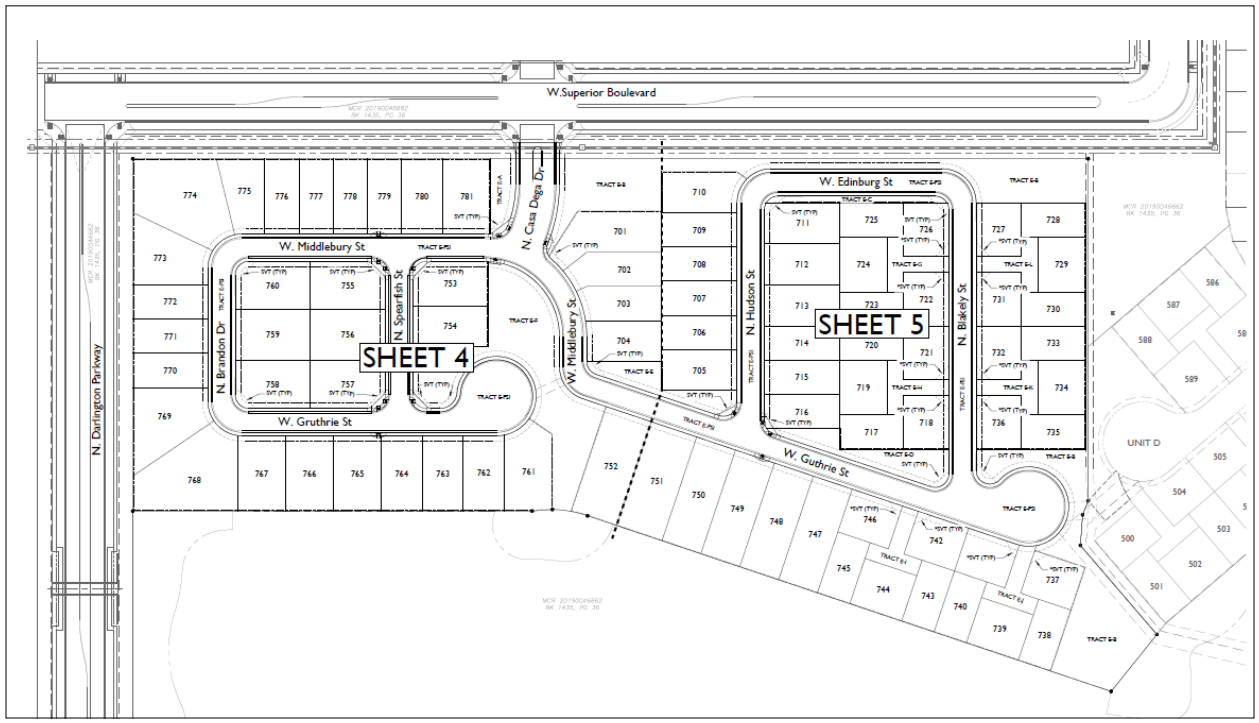
March 4, 2019: The applicant submitted a request for a revised Preliminary Plat for Unit E under case FS19-145, the subject case.

ANALYSIS AND DISCUSSION:

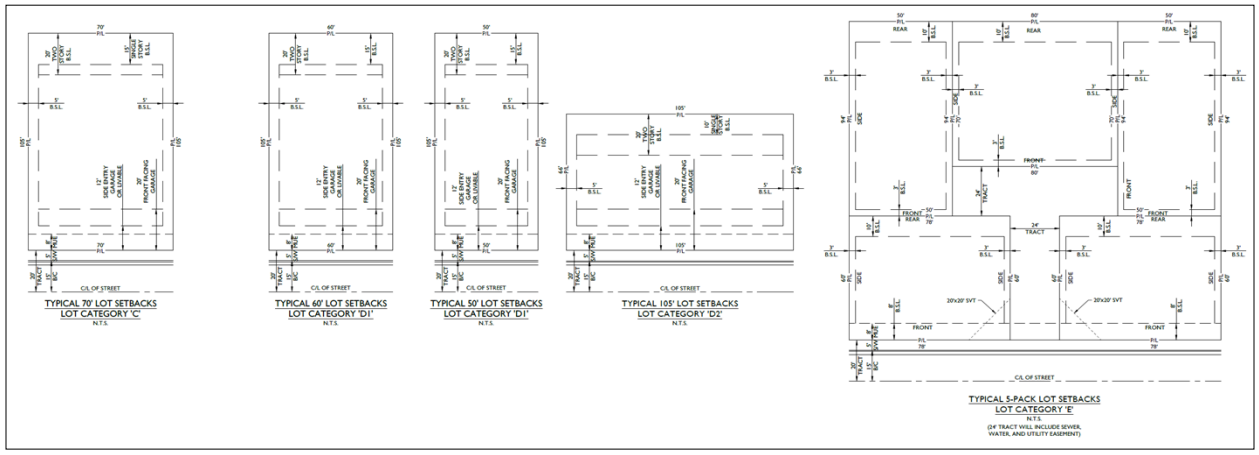
The original Preliminary Plat approved under FS17-394 anticipated a total of 2,207 lots for the larger Toll at Prasada project; however, the exact configuration of the lots outside of the initial phase of development had not been finalized by the time the related Phase 1 Infrastructure Plat (FS18-290) was ready to move forward. In order to keep the project moving forward, the Phase 1 Infrastructure Plat was approved with Unit E shown as a single parcel.



The applicant wishes to proceed with subdividing Unit E; however, since no lotting was approved for Unit E with the original Preliminary Plat or subsequent Final Plat, a revised Preliminary Plat is required. The following image depicts the layout as proposed under the subject Preliminary Plat.



The proposed subdivision anticipates four (4) Lot Categories. These include two (2) configurations of Lot Category D1, plus five (5) cluster configurations, which are consistent with the approved PAD zoning as follows:



[Continued on following page]

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.27 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/Ac. ribbon of the Luke Air Force Base Graduated Density Concept and is consistent with the GDC.

REVIEWING AGENCIES:

The subject request was routed to the standard reviewing agencies, who offered the following comments:

Flood Control District of Maricopa County (FCDMC): In an email dated March 5, 2019 (attached), FCDMC stated that prior to obtaining a building permit, either a floodplain use permit or a CLOMR/LOMR would be required by the District.

Maricopa Water District (MWD): In an email dated March 5, 2019 (attached), MWD stated the project is located within an area included in the Toll at Prasada Development and Water Delivery Agreement between MWD and the original developer/landowner.

Arizona Department of Transportation (ADOT): ADOT did not respond to this specific request; however, in other similar related cases, ADOT indicated no concerns and stated they were neither an opponent nor a proponent to the project.

Luke Air Force Base (LAFB): In an email dated March 12, 2019 (attached), LAFB stated the request will not negatively impact flight operations.

[Continued on following page.]

Summary:

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

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan.
- The proposed Preliminary Plat is consistent with the Prasada PAD.
- The reviewing agencies have indicated no objections.

Commission Recommendation:

Based on the findings noted above, the Commission voted to recommend **approval** of the subject Preliminary Plat request to the City Council, subject to stipulations 'a' through 'c' as outlined below:

a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Revised Preliminary Plat for Unit E - Toll at Prasada", consisting of six (6) sheets prepared by EPS Group and stamped received May 1, 2019.

b. Landscaping of the site shall be consistent with the Landscape Plan entitled "Prasada Phase 1 Unit E", consisting of six (6) sheets prepared by Greey|Pickett and stamped received June 3, 2019.

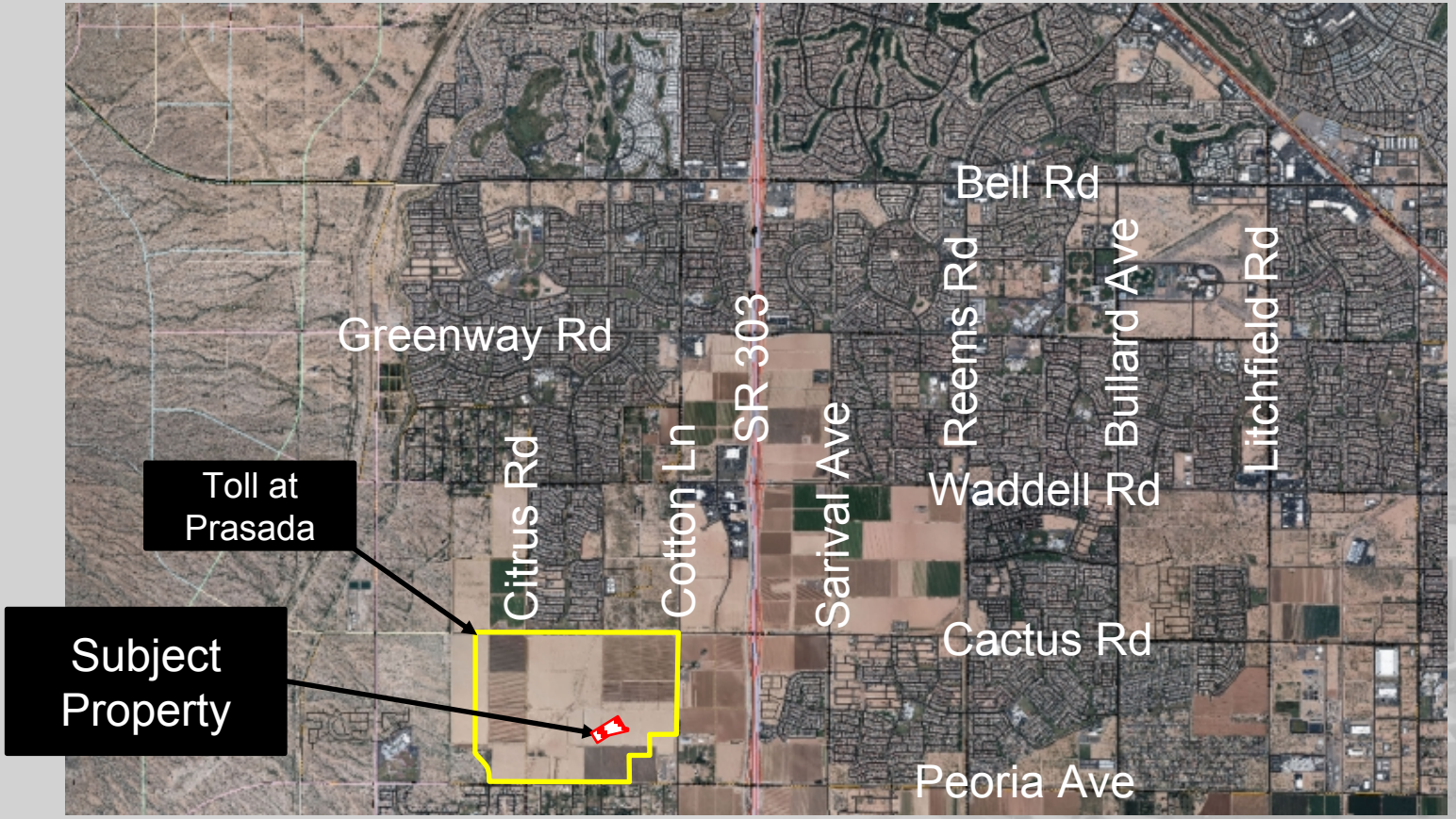
c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

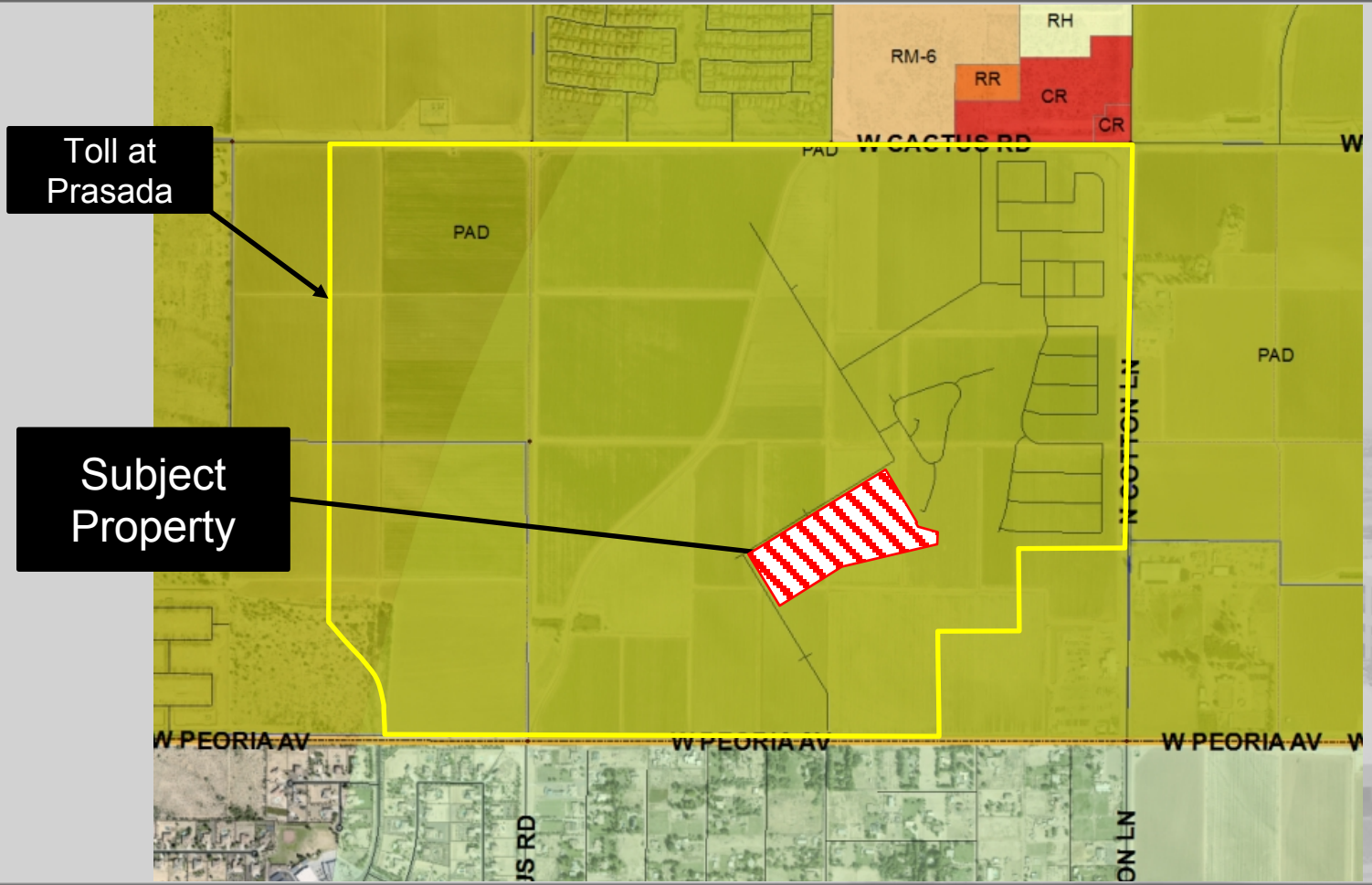
Attachments:

01 Toll at Prasada Unit E Vicinity Map
02 Toll at Prasada Unit E Case Map
03 Toll at Prasada Unit E Preliminary Plat
04 Toll at Prasada Unit E Preliminary Landscape Plans
05 FCDMC comments
06 MWD comments
07 Luke AFB comments

FS19-145 Vicinity Map

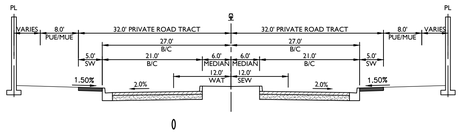


FS19-145 Case Map

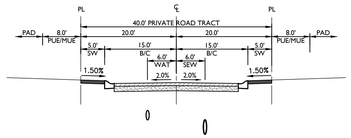


REVISED PRELIMINARY PLAT
FOR
UNIT E - TOLL AT PRASADA

A PORTION OF THE EAST HALF OF SECTION 22 AND SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

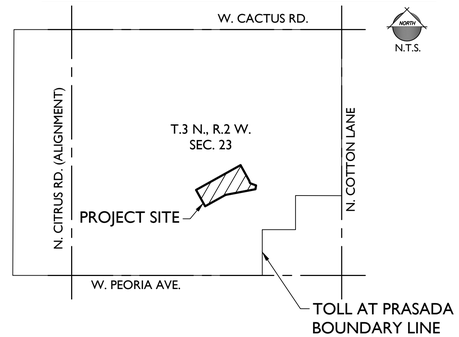


LOCAL ENTRY
RESIDENTIAL LOCAL ENTRY WITH MEDIAN
N.T.S.



LOCAL STREET
TWO-WAY WITH ON STREET PARKING (ONE SIDE)
N.T.S.

VICINITY MAP



PROJECT TEAM

DEVELOPER:
TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: RICH HOPPE, P.E.

PROJECT DATA

A.P.N.	502-04-017D
EXISTING GENERAL PLAN: EXISTING ZONING:	NEIGHBORHOOD CHARACTER AREA PLANNED AREA DEVELOPMENT (PAD) (ORDINANCE NO. 06-26)
GROSS AREA: NET AREA:	+/- 18.96 ACRES +/- 18.96 ACRES
PRIVATE STREET TRACT AREA: LOT AREA TRACT/OPEN SPACE:	+/- 3.66 ACRES +/- 12.23 ACRES +/- 3.07 ACRES

Development Pad	Phase	Acerage	* Lot Yield	Net Density
A	1	32.736	141	4.307 DU/AC
B	1	47.999	230	4.792 DU/AC
D	1	21.939	90	4.102 DU/AC
P	2	17.602	49	2.784 DU/AC
E	2	18.961	81	4.272 DU/AC
	Total	139.24	* 591	4.24 DU/AC

THE TOLL AT PRASADA PROJECTS IS PLANNED FOR A MAXIMUM OF 2207 UNITS. THE CHART SHALL BE UPDATED TO MAINTAIN A RECORD OF THE REMAINING UNIT COUNT AT EACH PHASE OF THE DEVELOPMENT.

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE, FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
4. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS AND ALL INTERIOR STREETS.
5. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

DEVELOPMENT STANDARDS

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS APPROVED IN PRASADA, CASE FS17-587.

UTILITIES

WATER	EPCOR WATER
SEWER	CITY OF SURPRISE
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK / COX
CABLE TV	CENTURYLINK / COX
FIRE	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

SHEET INDEX

SHEET 1	CS01	COVERSHEET
SHEET 2	ID01	INDEX SHEET
SHEET 3	DT01	LOT DIAGRAMS & DEVELOPMENT STANDARDS
SHEET 4-5	PP01-PP02	PRELIMINARY PLAT
SHEET 6	TB01	DATA TABLES

BASIS OF BEARING:

THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST. BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST.

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Project:

Cover Sheet

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: YE
Drawn by: JK

Registered Professional Engineer (Civil)
CERTIFICATE NO.
64616
JAMES
ROGERS
Date Signed 4/30/19
Arizona U.S.A.

Job No.
16-339
CS01
Sheet No.
1
of 6

16-339 - UNIT E REVISED PRELIMINARY PLAT

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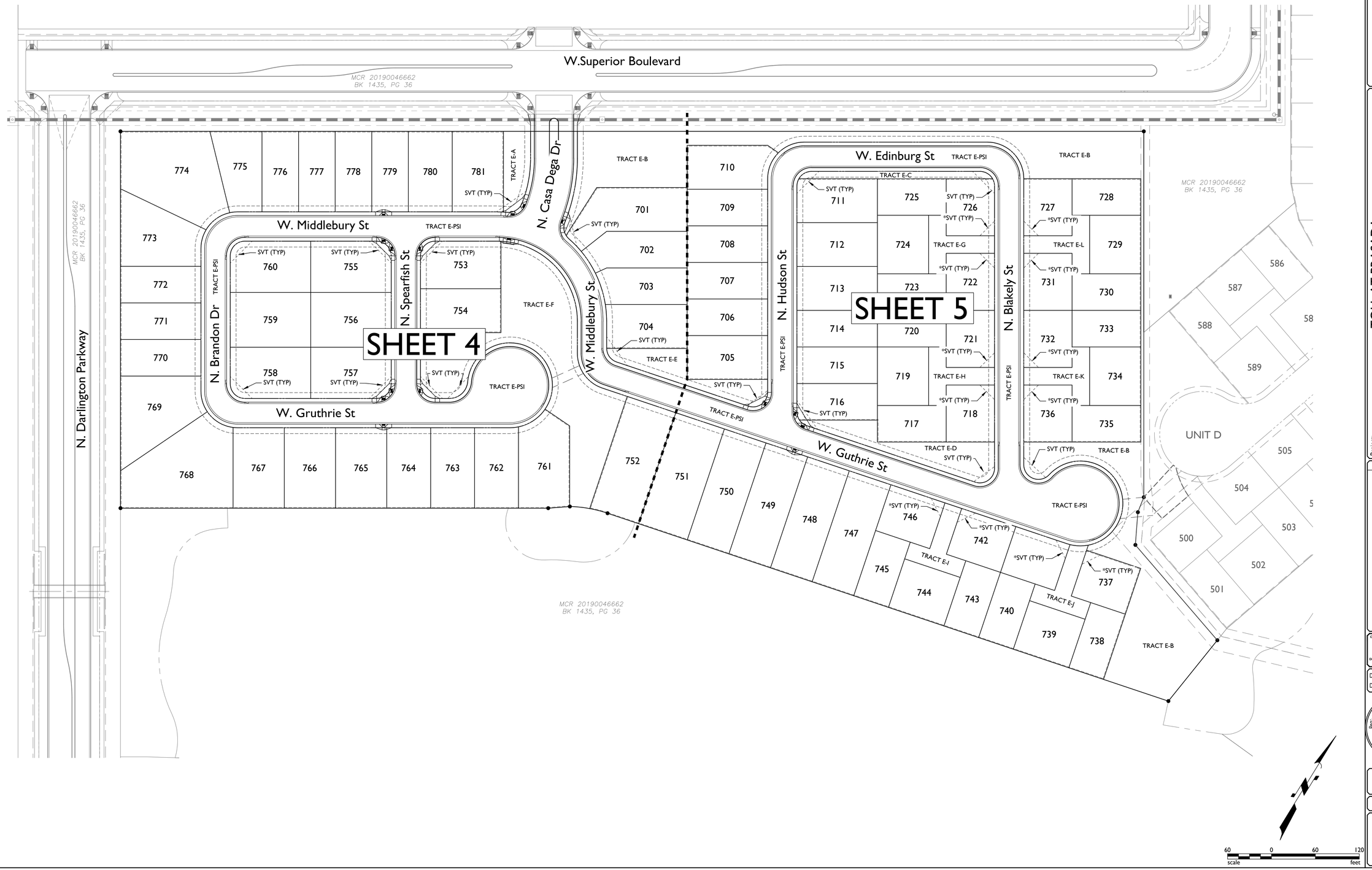
16-339 - UNIT E REVISED PRELIMINARY PLAT



EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Index Sheet

Revisions:

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ARIZONA, U.S.A.

Job No.
16-339

ID01

Sheet No.
2
of 6

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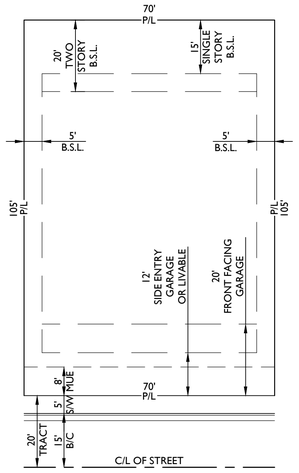
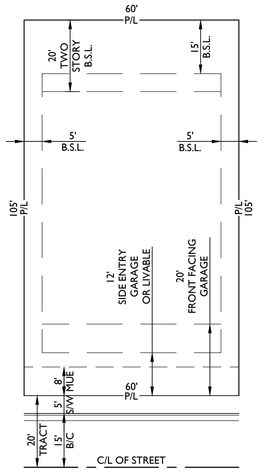
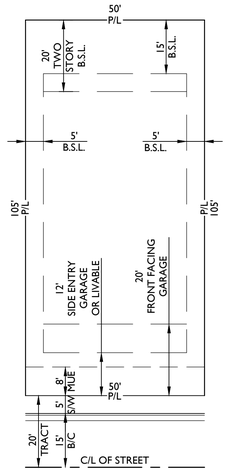


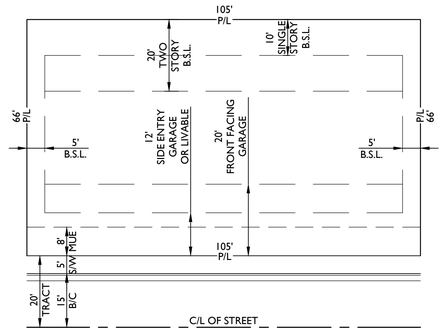
TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
N.T.S.



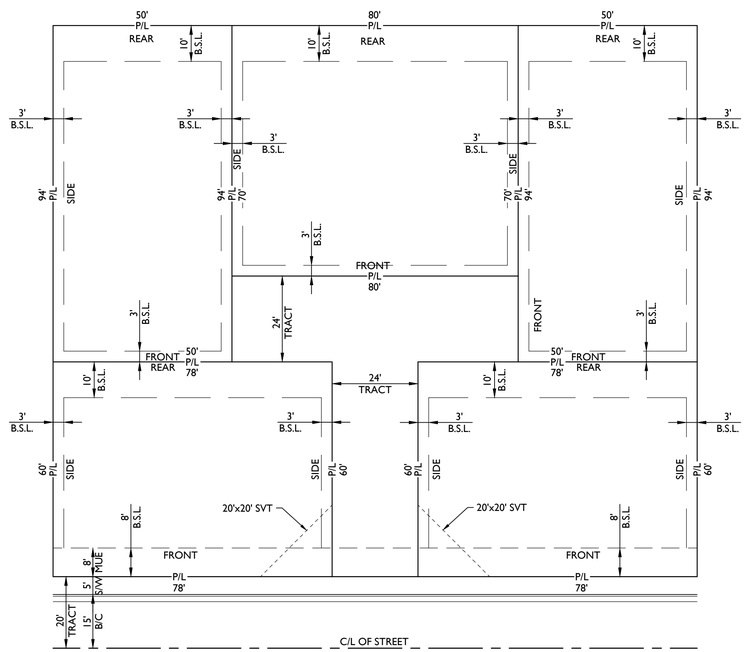
TYPICAL 60' LOT SETBACKS
LOT CATEGORY 'D1'
N.T.S.



TYPICAL 50' LOT SETBACKS
LOT CATEGORY 'D1'
N.T.S.



TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
N.T.S.



TYPICAL 5-PACK LOT SETBACKS
LOT CATEGORY 'E'
N.T.S.
(24' TRACT WILL INCLUDE SEWER, WATER, AND UTILITY EASEMENT)

Development Standard C - FS16-400

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	7,000 Square Feet	
Minimum Lot Width	65 Feet(1)	
Minimum Building Setbacks: (2)		
Front(4)		
Front facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space(5)	12 Feet	
Side(3)(4)	5 Feet / 5 Feet	
Rear(4)(6)	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height: (7)	35 Feet	

Notes

1. Lot widths may range from 60 feet to 80 feet, with lot areas from 7,000 square feet.
2. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
3. The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
4. Architectural features such as, but not limited to, covered patios and porches fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
5. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk.
6. Covered patios may encroach up to 5 feet into the rear setback.
7. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D1 - FS17-587

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet(1)	
Minimum Building Setbacks: (3)		
Front(2)(5)		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space(5)	12 Feet	
Side(4)(5)	5 Feet / 5 Feet	
Rear(5)(7)	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height: (7)	35 Feet	

Notes

1. Typical configured lot widths may range from 45 feet to 65 feet, with lot areas from 5,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.
3. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
4. The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 foot side setback with a minimum 8 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
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6. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 foot wide by 20 foot deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
7. Covered patios may encroach up to 5 feet into the rear setback.
8. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D2 - FS17-587

Zoning District:	PLV-1	PLV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet(1)	
Minimum Building Setbacks: (3)		
Front(2)(5)		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space(5)	12 Feet	
Side(4)(5)	5 Feet / 5 Feet	
Rear(5)(7)	20 Feet (2 Story) 10 Feet (1 Story)	
Maximum Building Height: (7)	35 Feet	

Notes

1. Typical configured lot widths may range from 45 feet to 110 feet, with lot areas from 5,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.
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5. Architectural features such as, but not limited to, covered patios and porches fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
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7. Covered patios may encroach up to 5 feet into the rear setback.
8. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard E - FS17-587

Zoning District:	PLV-1	PLV-2	PLV-3
Minimum Lot Area	2,500 Square Feet		
Minimum Building Setbacks: (1)			
Front (2) (4)			
Front facing garage (measured from back of sidewalk to face of garage door)	10 Feet		
Porch or Living Space	5 Feet		
Side (2)(3)	0 Feet / 3 Feet		
Rear (2)(4)(6)	10 Feet		
Maximum Building Height: (5)	35 Feet		

Notes

1. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
2. Architectural features such as, but not limited to: fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 2 feet into front, side and/or rear setbacks.
3. Side setbacks for "Z"-Lots and "0"-Lots shall be 5' aggregate, 0' minimum at shared use easement.
4. 5' Setback from alley R.O.W. or shared driveway to face of garage.
5. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.
6. Covered patios may encroach up to 2 feet into the rear setback.

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
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TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Project:

Lot Diagrams & Development Standards

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: YE
Drawn by: JK

Registered Professional Engineer (Civil)
CERTIFICATE NO.
64616
JAMES
ROGERS
Date Signed 4/30/2019

Job No.
16-339
DT01
Sheet No.
3
of 6

16-339 - UNIT E REVISED PRELIMINARY PLAT

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16-339 - UNIT E REVISED PRELIMINARY PLAT

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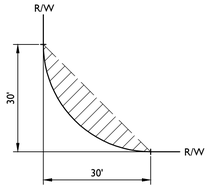
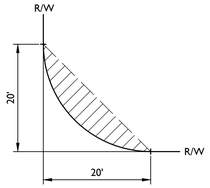
LINETYPE LEGEND

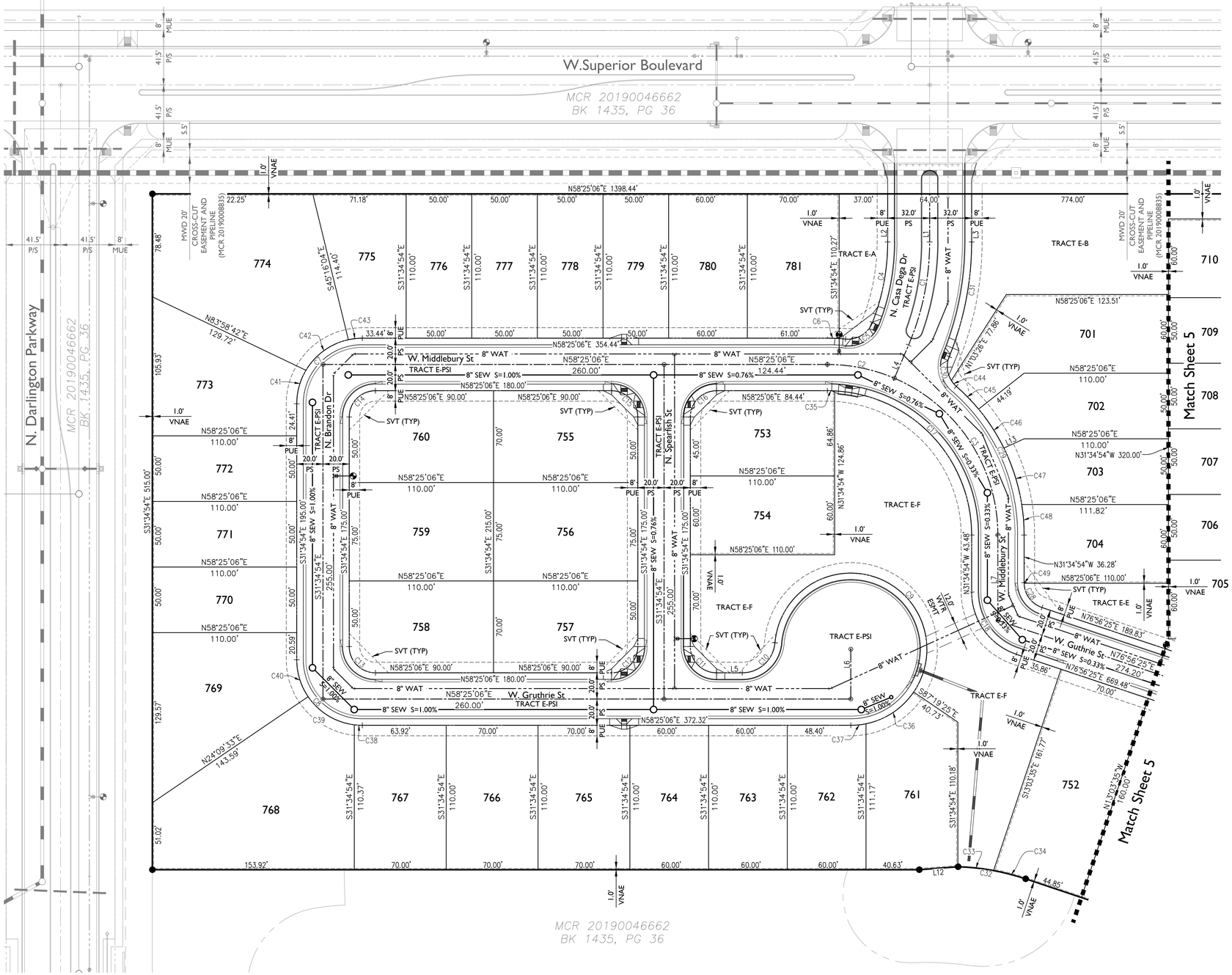
- MATCH LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE

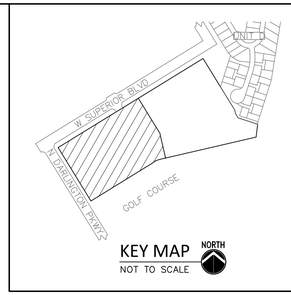


TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02



TYPICAL 5-PACK *S.V.T. EASEMENT





KEY MAP
NOT TO SCALE

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Preliminary Plat

Project:

Revisions:

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

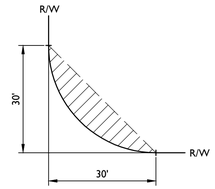
Designer: YE
Drawn by: JK

Registered Professional Engineer (Civil)
CERTIFICATE No.
64616
JAMES
ROGERS
Date Signed 4/30/19
ARIZONA U.S.A.

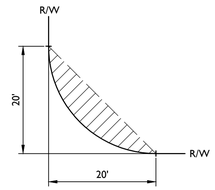
Job No.
16-339
PP01
Sheet No.
4
of 6

40 0 40 80
scale feet

16-339 - UNIT E REVISED PRELIMINARY PLAT



TYPICAL S.V.T. EASEMENT
PER CITY OF SURPRISE STANDARD DETAIL 4-02



TYPICAL 5-PACK *S.V.T. EASEMENT

LINETYPE LEGEND

- MATCH LINE
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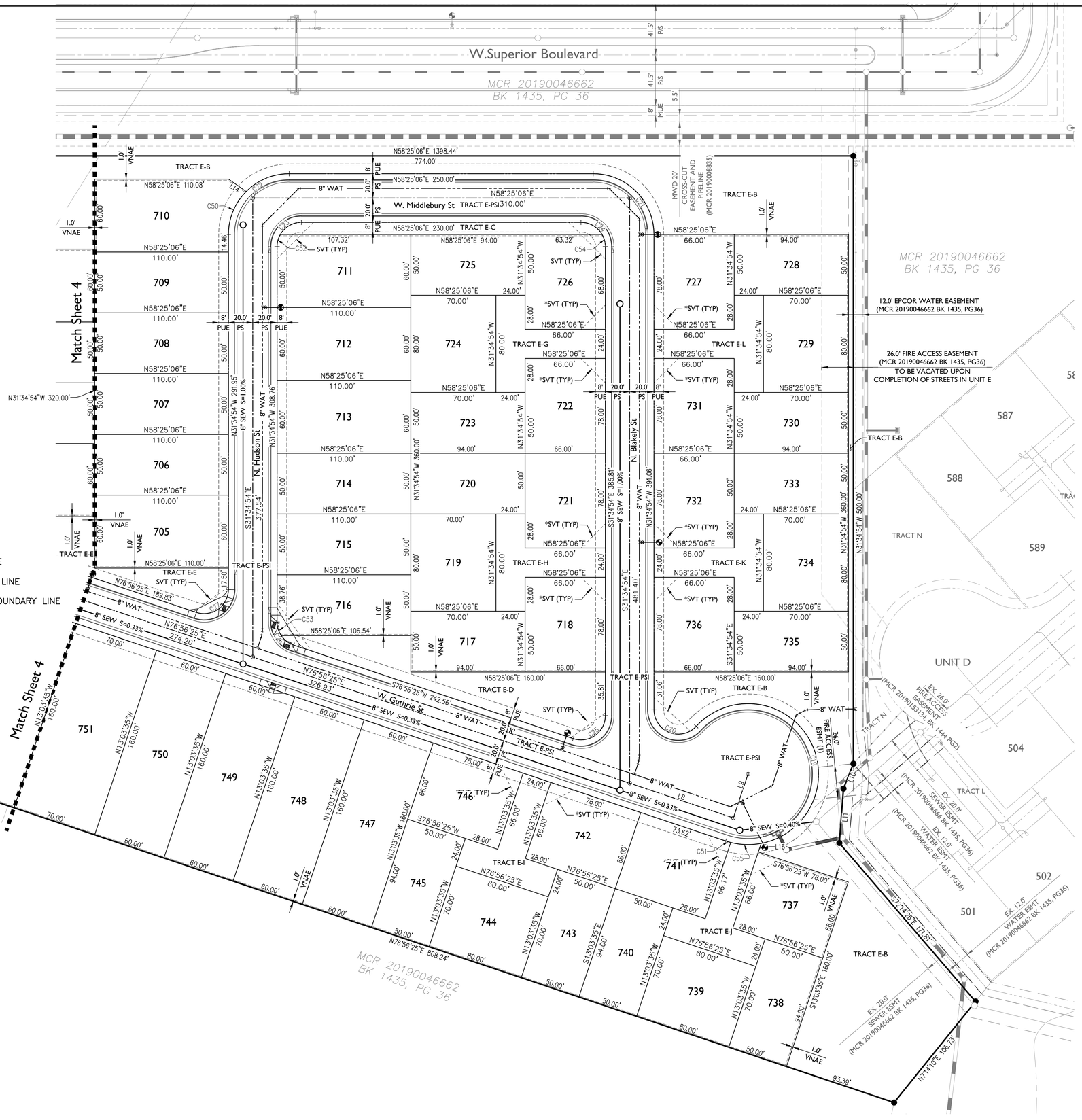
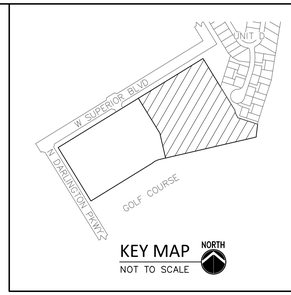
- RIGHT OF WAY LINE
- GOLF TRACT BOUNDARY LINE





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TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Project:

Preliminary Plat

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: YE
Drawn by: JK

Registered Professional Engineer (Civil)
CERTIFICATE NO.
64616
JAMES
ROGERS
Date Signed 4/30/2019

Job No.
16-339
PP02
Sheet No.
5
of 6

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LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
701	9,369	0.2151	D1
702	6,639	0.1524	D1
703	5,874	0.1348	D1
704	6,614	0.1518	D1
705	6,600	0.1515	D1
706	5,500	0.1263	D1
707	5,500	0.1263	D1
708	5,500	0.1263	D1
709	5,500	0.1263	D1
710	6,836	0.1569	D1
711	6,591	0.1513	D1
712	6,600	0.1515	D1
713	6,600	0.1515	D1
714	5,500	0.1263	D1
715	5,500	0.1263	D1
716	5,488	0.1260	D1
717	4,700	0.1079	E

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
718	5,148	0.1182	E
719	5,600	0.1286	E
720	4,700	0.1079	E
721	5,148	0.1182	E
722	5,148	0.1182	E
723	4,700	0.1079	E
724	5,600	0.1286	E
725	4,700	0.1079	E
726	5,139	0.1180	E
727	5,148	0.1182	E
728	4,700	0.1079	E
729	5,600	0.1286	E
730	4,700	0.1079	E
731	5,148	0.1182	E
732	5,148	0.1182	E
733	4,700	0.1079	E
734	5,600	0.1286	E

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
735	4,700	0.1079	E
736	5,148	0.1182	E
737	5,148	0.1182	E
738	4,700	0.1079	E
739	5,600	0.1286	E
740	4,700	0.1079	E
741	5,148	0.1182	E
742	5,148	0.1182	E
743	4,700	0.1079	E
744	5,600	0.1286	E
745	4,700	0.1079	E
746	5,148	0.1182	E
747	9,600	0.2204	D1
748	9,600	0.2204	D1
749	9,600	0.2204	D1
750	9,600	0.2204	D1
751	11,200	0.2571	C

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
752	11,215	0.2575	C
753	7,064	0.1622	D2
754	6,600	0.1515	D1
755	7,614	0.1748	D2
756	8,250	0.1894	C
757	7,614	0.1748	D2
758	7,614	0.1748	D2
759	8,250	0.1894	C
760	7,614	0.1748	D2
761	8,491	0.1949	C
762	6,605	0.1516	D1
763	6,600	0.1515	D1
764	6,600	0.1515	D1
765	7,700	0.1768	C
766	7,700	0.1768	C
767	7,701	0.1768	C
768	14,996	0.3443	C

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
769	10,236	0.2350	C
770	5,500	0.1263	D1
771	5,500	0.1263	D1
772	5,500	0.1263	D1
773	8,828	0.2027	C
774	14,810	0.3400	C
775	6,361	0.1460	D1
776	5,500	0.1263	D1
777	5,500	0.1263	D1
778	5,500	0.1263	D1
779	5,500	0.1263	D1
780	6,600	0.1515	D1
781	7,701	0.1768	C

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
E-PS1	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	159458	3.661
TRACT E-A	LANDSCAPE, OPEN SPACE	3649	0.084
TRACT E-B	LANDSCAPE, OPEN SPACE, STORM DRAIN, WATER, SEWER, FIRE ACCESS EASEMENT	59930	1.376
TRACT E-C	LANDSCAPE, OPEN SPACE	2546	0.058
TRACT E-D	LANDSCAPE, OPEN SPACE	8058	0.185
TRACT E-E	LANDSCAPE, OPEN SPACE	6304	0.145
TRACT E-F	LANDSCAPE, OPEN SPACE, STORM DRAIN, WATER EASEMENT	32070	0.736
TRACT E-G	SHARED DRIVEWAY	3504	0.080
TRACT E-H	SHARED DRIVEWAY	3504	0.080
TRACT E-I	SHARED DRIVEWAY	3504	0.080
TRACT E-J	SHARED DRIVEWAY	3572	0.082
TRACT E-K	SHARED DRIVEWAY	3504	0.080
TRACT E-L	SHARED DRIVEWAY	3504	0.080

AREA TABLE	
PARCEL	AREA
UNIT E	18.961 AC

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	80.84'	200.00'	80.29'	023°09'30"
C2	52.54'	130.00'	52.19'	023°09'30"
C3	151.66'	130.00'	143.20'	066°50'30"
C4	62.83'	168.00'	62.46'	021°25'36"
C5	25.79'	20.00'	24.04'	073°53'47"
C6	13.94'	150.00'	13.93'	005°19'23"
C7	78.54'	50.00'	70.71'	090°00'00"
C8	78.54'	50.00'	70.71'	090°00'00"
C9	268.42'	58.00'	85.41'	265°09'43"
C10	37.16'	25.00'	33.83'	085°09'43"
C11	31.42'	20.00'	28.28'	090°00'00"
C12	31.42'	20.00'	28.28'	090°00'00"
C13	31.42'	20.00'	28.28'	090°00'00"
C14	31.42'	20.00'	28.28'	090°00'00"
C15	31.42'	20.00'	28.28'	090°00'00"
C16	31.42'	20.00'	28.28'	090°00'00"
C17	172.79'	110.00'	155.56'	090°00'00"
C18	62.38'	50.00'	58.41'	071°28'41"

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C19	248.87'	58.00'	97.37'	245°50'48"
C20	47.94'	20.00'	37.26'	137°19'29"
C21	78.54'	50.00'	70.71'	090°00'00"
C22	78.54'	50.00'	70.71'	090°00'00"
C23	31.42'	20.00'	28.28'	090°00'00"
C24	31.42'	20.00'	28.28'	090°00'00"
C25	37.88'	20.00'	32.47'	108°31'19"
C26	24.95'	20.00'	23.36'	071°28'41"
C27	37.88'	20.00'	32.47'	108°31'19"
C28	24.95'	20.00'	23.36'	071°28'41"
C29	128.40'	150.00'	124.51'	049°02'41"
C30	24.85'	20.00'	23.28'	071°10'42"
C31	89.62'	232.00'	89.07'	022°08'01"
C32	52.50'	180.00'	52.32'	016°42'42"
C33	27.27'	180.00'	27.24'	008°40'49"
C34	25.23'	180.00'	25.21'	008°01'53"
C35	5.56'	110.00'	5.56'	002°53'54"
C36	44.75'	58.00'	43.65'	044°12'27"

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C37	11.68'	58.00'	11.66'	011°32'05"
C38	6.10'	50.00'	6.10'	006°59'24"
C39	42.54'	50.00'	41.27'	048°45'02"
C40	29.90'	50.00'	29.45'	034°15'34"
C41	26.82'	50.00'	26.50'	030°44'09"
C42	40.96'	50.00'	39.82'	046°56'01"
C43	10.76'	50.00'	10.74'	012°19'49"
C44	5.90'	20.00'	5.88'	016°53'34"
C45	24.30'	150.00'	24.27'	009°16'53"
C46	35.45'	150.00'	35.37'	013°32'28"
C47	45.25'	150.00'	45.08'	017°16'59"
C48	23.40'	150.00'	23.38'	008°56'21"
C49	0.41'	20.00'	0.41'	001°10'56"
C50	39.27'	50.00'	38.27'	045°00'00"
C51	4.38'	58.00'	4.38'	004°19'49"
C52	10.47'	20.00'	10.35'	030°00'00"
C53	11.94'	20.00'	11.76'	034°12'35"
C54	10.47'	20.00'	10.35'	030°00'00"

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C55	25.27'	58.00'	25.07'	024°57'51"

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	36.67'	N31°34'54"W	L9	38.00'	S13°03'35"E
L2	36.67'	N31°34'54"W	L10	22.07'	N09°57'56"W
L3	36.67'	N31°34'54"W	L11	44.85'	N27°14'26"W
L4	27.36'	N08°25'24"W	L12	29.63'	N54°03'14"E
L5	19.61'	N58°25'06"E	L13	16.96'	S33°56'04"W
L6	38.00'	N31°34'54"W	L14	17.77'	N86°36'46"W
L7	65.06'	N31°34'54"W	L16	7.42'	N13°03'35"W
L8	89.93'	S76°56'25"W			

16-339 - UNIT E REVISED PRELIMINARY PLAT

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EPS GROUP

TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Data Tables

Project:

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: YE
Drawn by: JK

Registered Professional Engineer (Civil)
CERTIFICATE NO.
64616
JAMES
ROGERS
Date Signed 4/30/2019
Arizona, U.S.A.

Job No.
16-339

TB01

Sheet No.
6
of 6

Prasada - Phase 1 Unit E

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

GENERAL NOTES:

1. THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED; THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
2. INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
3. ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOR SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
4. EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: CIVIL ENGINEER.
5. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (DEPENDING ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
   A) BLUE STAKE (ARIZONA) 1-800-782-5348
   B) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
   C) ARIZONA PUBLIC SERVICE 1-800-240-2014
8. THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
9. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
10. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
11. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
13. BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
16. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
17. THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
18. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT CONSTRUCTION.
19. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
20. MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

1. THE CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS HE DEEMS UNACCEPTABLE. SEE SPECIFICATIONS.
3. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS. HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL 5 GALLON NURSERY BUCKETS WITH IRRIGATION AT EACH PLANT LOCATION. AS THE PLANT MATERIAL BECOMES AVAILABLE, THE 5 GALLON BUCKETS SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
4. ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY DESIGN/BUILDER AND/OR THE LANDSCAPE ARCHITECT.
5. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS.
6. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
7. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE.
8. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT, SEE HARDPAN DETAIL.
9. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
10. TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS / FIRE HYDRANTS, 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM WALKS, CURBS AND WALLS. SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS.
11. ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
12. THE CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
14. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
15. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
16. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
17. CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
18. CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
19. PLANT MATERIAL MARKED 'SALVAGE' SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
20. IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT STONE GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
21. NATIVE REVEGETATION AREAS AND PLANTER BEDS SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
22. THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCK-UP OF NATIVE REVEGETATION AREAS FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
23. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP
1. INSTALL GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRANITE RIP-RAP.
2. THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRANITE
1. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRANITE RIP-RAP, AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND.
2. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE, THROUGHOUT (TYPICAL).
3. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

IRRIGATION GENERAL NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL.
2. THE LANDSCAPE CONTRACTOR SHALL SUBMIT FULL PIPING PLANS, AFTER FIELD VERIFICATION, DEPICTING POINT OF CONNECTION, METER LOCATION AND SIZE, BACKFLOW PREVENTER LOCATION AND SIZE, AND PIPE ROUTING AND SIZES.
3. THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
4. THE LANDSCAPE CONTRACTOR TO SITE VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, HE IS FINANCIALLY RESPONSIBLE FOR ANY NECESSARY SYSTEM ALTERATIONS THAT RESULT.
5. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. INSTALL NEW METERS PER THE ATTACHED IRRIGATION SCHEDULE.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
7. CONTROLLER TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINTS OF CONNECTION. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
8. INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
9. ALL VALVE FLOWS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
10. VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE.
11. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
12. THE LANDSCAPE CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS (TYPICAL).
13. REFER TO THE IRRIGATION NOTES FOR THE CALCULATED PRESSURE AT THE WATER METER. REFER TO NOTE #4 IF PRESSURE DIFFERS FROM THAT NOTED.
14. THE LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
15. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT BLUE STAKE TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE EFFECTED BY HIS WORK, AND HE SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF HIS IRRIGATION INSTALLATION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
17. INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
18. INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
19. ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2774.
20. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
21. FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
22. INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
23. INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
24. ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES, CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
25. A CERTIFIED ELECTRICIAN SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
26. ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE AND THE N.E.C.
27. INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILED.
28. INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
29. INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
30. ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
31. THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN **SCHEMATICALLY** AND SHALL BE **INSTALLED WITHIN THE LANDSCAPE AREA, OUTSIDE R.O.W. AND P.U.E.**, ADJACENT TO SIDEWALK OR CURB AND OFFSET 18" WHEREVER POSSIBLE.
32. SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
   A) TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
   B) TWO KEYS FOR EACH OF THE CONTROLLERS.
   C) TWO COUPLERS WITH MATCHING HOSE BIBS AND SHUT-OFF VALVE.
   D) TWO VALVE BOX KEYS.
33. ALL MAINLINE FITTINGS FOR PIPE 3" AND LARGER SHALL BE CAST OR DUCTILE IRON FOR PVC; SCHEDULE 80 PVC FOR 2 1/2" AND SMALLER.
34. ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
35. SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE.
36. ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
37. CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12') FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAT 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
38. DRIP SYSTEM FLUSH CAPS SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL DRIP LATERAL RUNS, AS DESCRIBED ON THE DRAWINGS.
39. ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2") INCHES OF PEA GRAVEL.
40. PRIOR TO PLACING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE MARICOPA COUNTY INSPECTOR OR MAIL IT TO THE MARICOPA COUNTY DEPARTMENT OF PUBLIC WORKS INSPECTION STATION.
41. AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
42. BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2') FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
43. ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE SIX (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
44. ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.

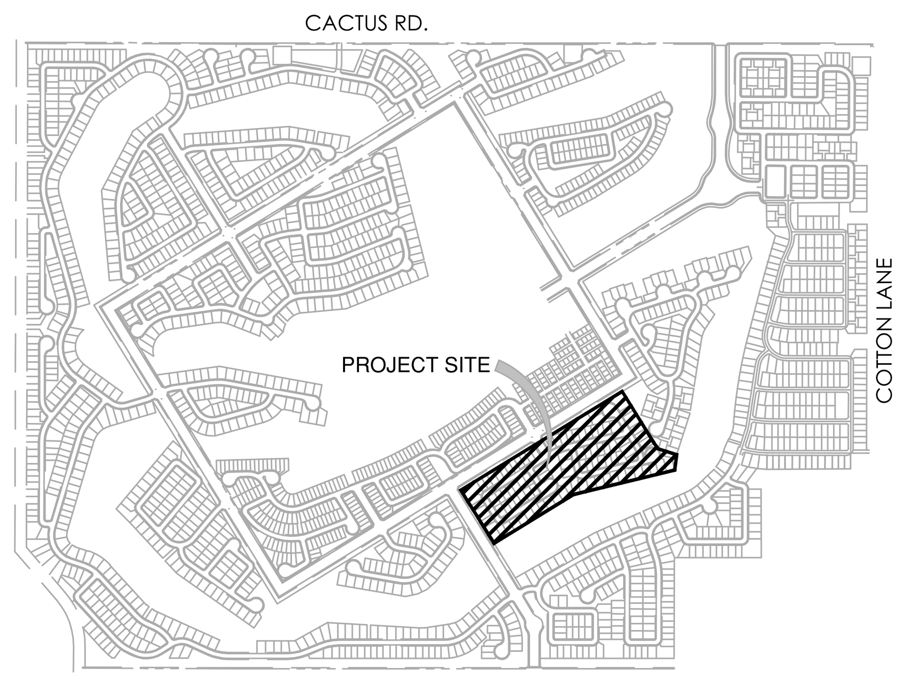
GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT.
3. LANDSCAPE ARCHITECT SHALL APPROVE GRADING PRIOR TO PLANTING.
4. GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:
   A) FINE GRADING OF EXISTING ROUGH GRADES IS REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
   B) IMPORTING AND PLACING "OFF-SITE 3/8" MINUS TOPSOIL" IN THE FOLLOWING AREAS:
   i) TURF, AND ANNUAL AREAS (6" DEPTH).
   ii) PLANT BACKFILL (CAN BE SCREENED ON-SITE SOIL).
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CALICHE ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND CONTRACTOR SHALL COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL. SHOULD A SUITABLE LOCATION ON SITE NOT EXIST, THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH REMOVAL AND DISPOSAL OF THE CALICHE.
6. FINISH GRADE OF ALL PLANTING AREAS IS TO BE 1.5" BELOW ADJACENT PAVING UNLESS NOTED OTHERWISE.
7. REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDULATING GROUND PLANE.

CITY OF SURPRISE ENGINEERING NOTES:

1. ALL SVT'S WILL COMPLY WITH EDS DETAIL 4-01 AND 4-02
2. THE LOCATION AND HEIGHT OF PLANTS AND TREES SHALL COMPLY WITH COS EDS DETAIL 4-01 AND 4-02

SITE MAP:



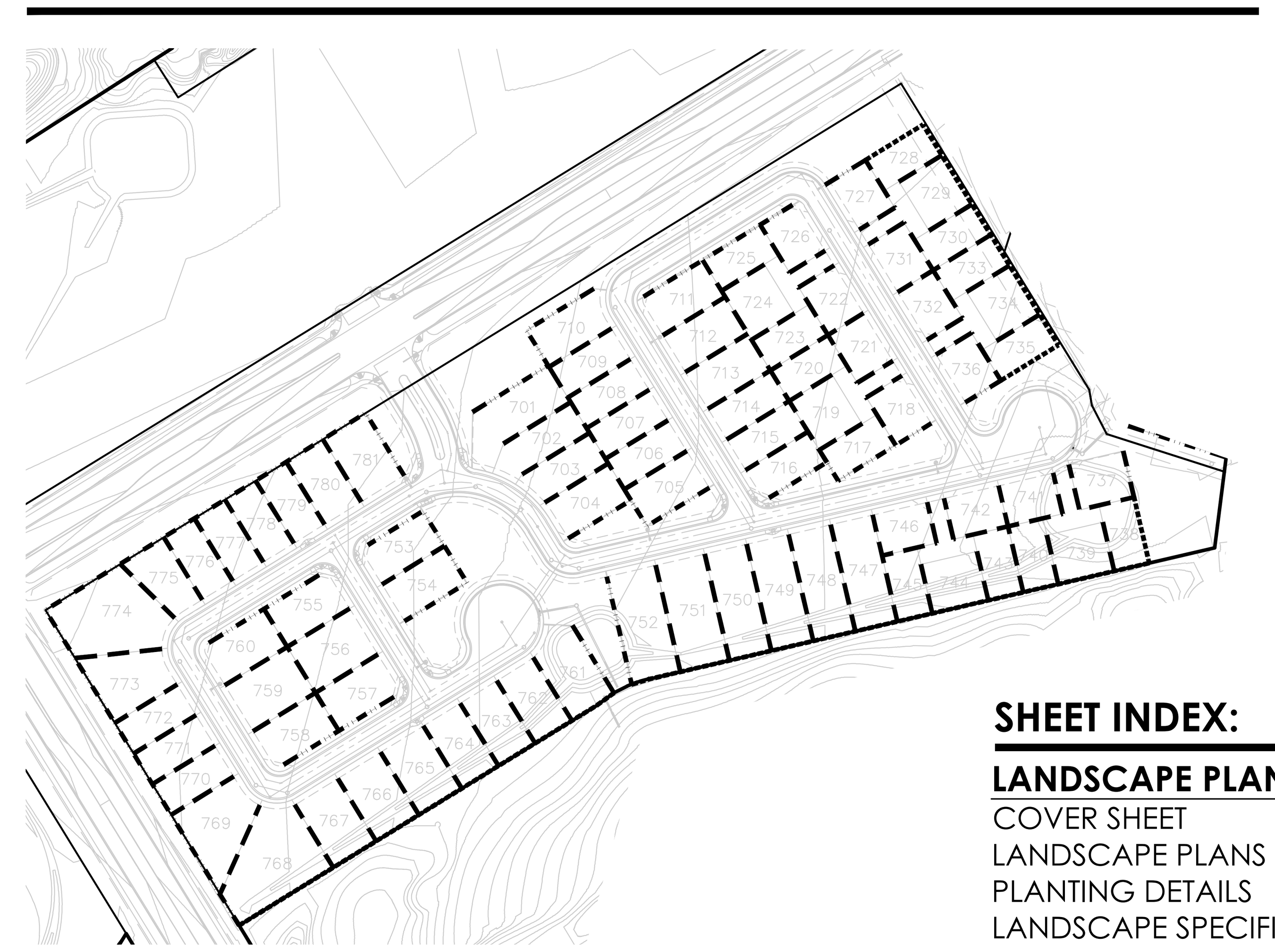
CITY OF SURPRISE LANDSCAPE NOTES:

1. ALL LANDSCAPE AND IRRIGATION INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR OTHER CITY MAINTAINED AREAS SHALL BE INSTALLED PER THE APPROVED PLANS. ALL LANDSCAPING APPROVED AS A PART OF THE SITE PLAN PROCESS SHALL BE INSTALLED PER THE APPROVED PLANS. ANY DEVIATIONS TO THE APPROVED PLANS REQUIRED CITY APPROVAL.
2. PERMITS ARE REQUIRED FOR ELECTRICAL CONNECTIONS, INCLUDING ELECTRIC METER INSTALLATION, BACKFLOW PREVENTERS, AND WORK WITHIN THE CITY RIGHT-OF-WAY OR CITY DEDICATED PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. ALL IRRIGATION LINES, 1 INCH OR GREATER, WITHIN THE RIGHT-OF-WAY SHALL BE SHOWN ON THE WATER PLANS. A PERMIT IS REQUIRED FOR THIS WORK AND IS SUBJECT TO INSPECTION BY THE CITY OF SURPRISE CIVIL INSPECTOR.
4. ONLY PLANTS ON THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST ARE TO BE USED WITHIN CITY RIGHTS-OF-WAY.
5. ALL TREES WILL BE MEASURED AND HAVE A MINIMUM CALIPER SIZE AS DEFINED IN THE ARIZONA NURSERY ASSOCIATION'S CONTAINER GROWN TREE GUIDE. IN NO CASE WILL THE CALIPER BE LESS THAN 2 INCHES (MEASURED 18 INCHES FROM THE GROUND). THE HEIGHT OF THE TREE SHALL BE A MINIMUM OF 7 FEET.
6. THE COMMUNITY DEVELOPMENT PLANNING DIVISION AND PUBLIC WORKS LANDSCAPE DIVISION MAY SELECT AND TAG TREES AT THE NURSERY LOCATION AND WILL REVIEW AT PROJECT SITE PRIOR TO INSTALLATION.
7. ALL MEDIANS ARE TO BE DECOMPOSED GRANITE, UNLESS OTHERWISE APPROVED; AND SHALL BE FINISH GRADED TO SLOPE FROM THE CURB LINE TO THE PLANTS. MEDIAN NOSES LESS THAN 3-FOOT WIDE ARE TO HAVE 1 1/2" - 3" DECOMPOSED GRANITE (PIT RUN ROCK) MIX.
8. TREE ROOT BARRIERS ARE REQUIRED WHEN TREES ARE WITHIN THREE FEET OF SIDEWALKS, CURBS, PAVEMENT OR WALLS. REFERENCE EDS 8-14
9. ALL TREES ARE TO BE LOCATED A MINIMUM OF 12 FEET FROM THE WALLS FOR WELL SITES, WATER SUPPLY FACILITIES, LIFT STATIONS, AND WATER RECLAMATION FACILITIES.
10. TREES LOCATED IN MEDIANS MAY BE ALLOWED A MINIMUM OF SEVEN FEET FROM THE CURB. TREES MUST BE CENTERED IN MEDIANS LESS THAN 14' WIDE.
11. ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
12. LANDSCAPING, AT FULL GROWTH, SHALL NOT IMPEDE PEDESTRIAN OR VEHICULAR TRAFFIC. ALL LANDSCAPING SHOWN ON PLANS SHALL BE SHOWN MATURE SIZE.
13. TREES CANNOT BE REMOVED FROM THE RIGHT-OF-WAY WITHOUT WRITTEN AUTHORIZATION FROM THE PUBLIC WORKS AND COMMUNITY DEVELOPMENT DEPARTMENTS.
14. THE TYPE, COLOR, AND SIZE OF BRICK PAVERS THAT MAY BE USED FOR CITY MEDIANS IN THE CITY OF SURPRISE RIGHT-OF-WAY SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT PLANNING DIVISION.
15. UTILITY BOXES, METERS, VAULTS, ETC. ARE TO BE LOCATED IN THE RIGHT-OF-WAY OR UTILITY EASEMENT ALONG THE SIDES OF THE ROADS AND NEVER IN THE MEDIAN. HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA.
16. DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER INDUSTRIES, IS COMPATIBLE WITH THE CITY'S INVENTORY AND HUNTER EQUIPMENT, OR AN APPROVED EQUAL, SHALL BE USED. SOLAR CONTROLLERS ARE PREFERRED AND SHALL BE DIG, LEIT SERIES, POST MOUNTED SOLAR CONTROLLER OR AN APPROVED EQUAL.
17. ALL CONTROLLERS, METERS, ETC. MUST BE ENCLOSED BY LOCKING PROTECTIVE COVERS AND SCREENED FROM VIEW.
18. ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
19. MARKING TAPE LABELED AS "RECLAIMED WATER" IS REQUIRED ON IRRIGATION SYSTEMS THAT USE OR MAY USE RECLAIMED WATER IN THE FUTURE.
20. PURPLE MARKER BALLS SHALL BE INSTALLED ON ALL IRRIGATION MAINLINES FOUR INCHES AND LARGER WITHIN THE PUBLIC RIGHT-OF-WAY AT ALL FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET.
21. LANDSCAPE AREAS THAT ARE TO BE MAINTAINED BY THE CITY SHALL HAVE SEPARATE WATER METERS AND ELECTRIC OR SOLAR CONTROLLERS, AS APPROVED BY THE CITY.
22. A CITY APPROVED BACKFLOW PREVENTER IS REQUIRED FOR IRRIGATION SERVICES, FOR POTABLE WATER, NON-POTABLE WATER AND RECLAIMED WATER AND SHALL MEET EPA LOW LEAD STANDARDS.
23. ALL IRRIGATION MAINLINES AND LATERALS SHALL BE SCHEDULE 40; ALL RISERS, TEES, AND OTHER FIXTURES SHALL BE SCHEDULE 80 IN THE RIGHT-OF-WAY. ALL IRRIGATION MAINLINES IN THE RIGHT-OF-WAY SHALL BE SLEEVED. THE MINIMUM SLEEVE SIZE IS 5 INCHES.
24. ALL TREES WITH AN UPRIGHT GROWTH HABIT, SUCH AS OAK AND ELM TREES, WHICH ARE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A PEDESTRIAN PATH, SHALL HAVE THEIR MAIN LEADERS INTACT.
25. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.

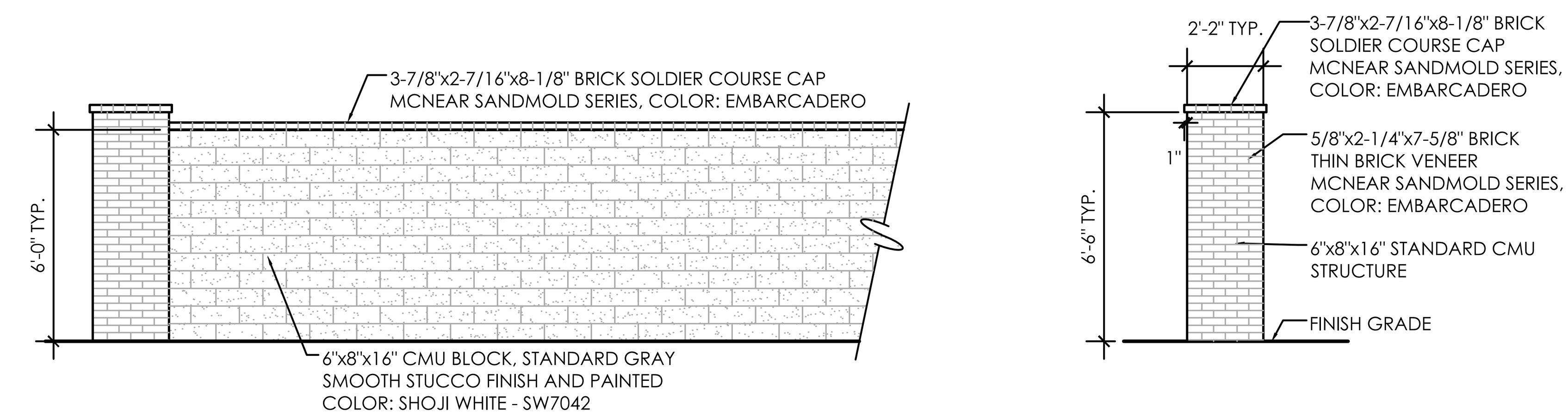
HARDSCAPE GENERAL NOTES:

1. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
2. REFER TO CIVIL PLANS PREPARED BY GOOKIN ENGINEERS FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
3. ALL DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED (IF NECESSARY) PRIOR TO CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY GOOKIN ENGINEERS. SHOULD DISCREPANCIES OCCUR, FIELD REVISIONS SHALL BE REQUIRED.
5. THE CONTRACTOR SHALL HAVE SIDEWALK SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. IN ADDITION TO SUBMITTING MATERIAL SAMPLES OF ALL SITE RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF CONSTRUCTION, I.E., A) CONCRETE PAVERS, B) EXPOSED AGGREGATE PAVING, C) INTEGRAL COLORED CONCRETE, ETC., FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO FINAL CONSTRUCTION.
7. UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" WIDE, 4" THICK, 3,000 PSI CONCRETE ON COMPACTED BASE WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING FURTHER.

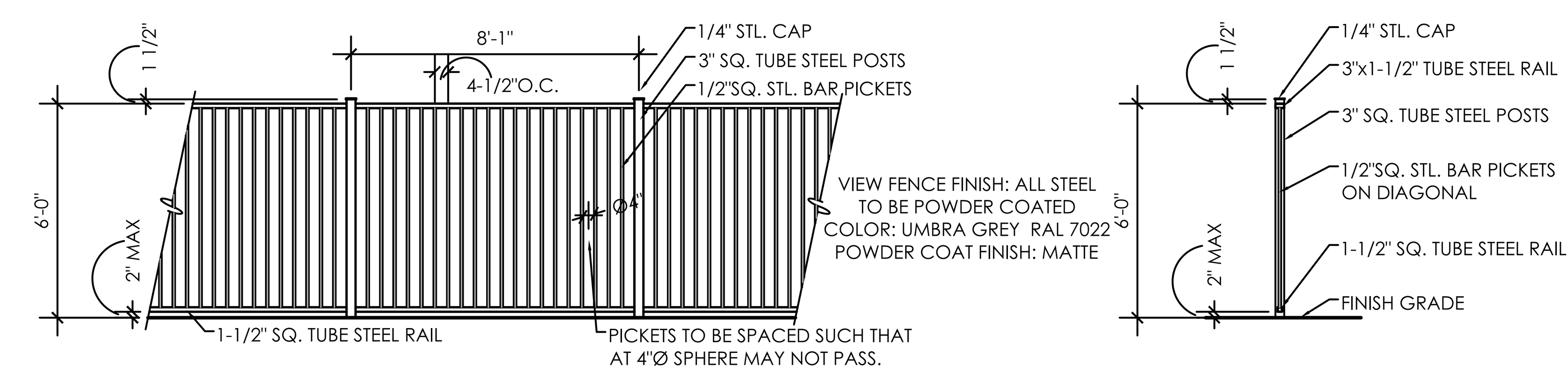
WALL PLAN:



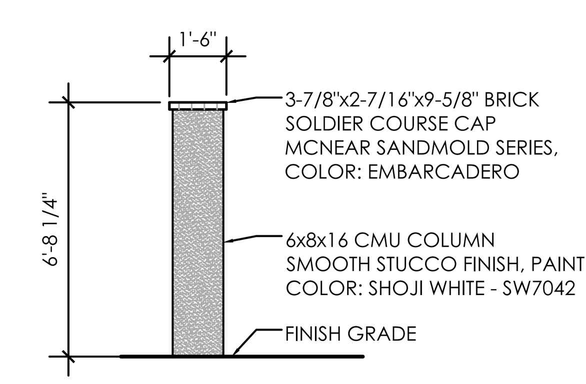
WALL LEGEND UNIT E
- – – 4" DUALLY WALL (8,550 LF)
- – · – FEATURE WALL (3,320 LF)
- ------ FULL VIEW FENCE (2,000 LF)



FW *Feature Wall Details*
Scale: *1/4" = 1'-0"*



VF *View Fence Details*
Scale: *1/4" = 1'-0"*



DFC *Dually Wall Feature Column*
Scale: *1/4" = 1'-0"*

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SHEET INDEX:

LANDSCAPE PLANS

COVER SHEET	L0.0
LANDSCAPE PLANS	L3.1-L3.3
PLANTING DETAILS	L7.1
LANDSCAPE SPECIFICATIONS	L8.1

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

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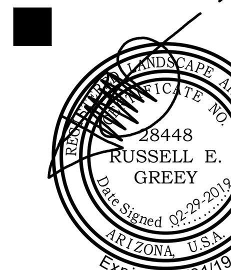

PRASADA
Parcel E
Landscape Construction Documents
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

revisions:

project #: TOL 154
scale: NTS
issued for: REVIEW
drawn by: TEAM
date: 02.29.2019
drawing: Cover Sheet

sheet #
L0.0
01 of 06

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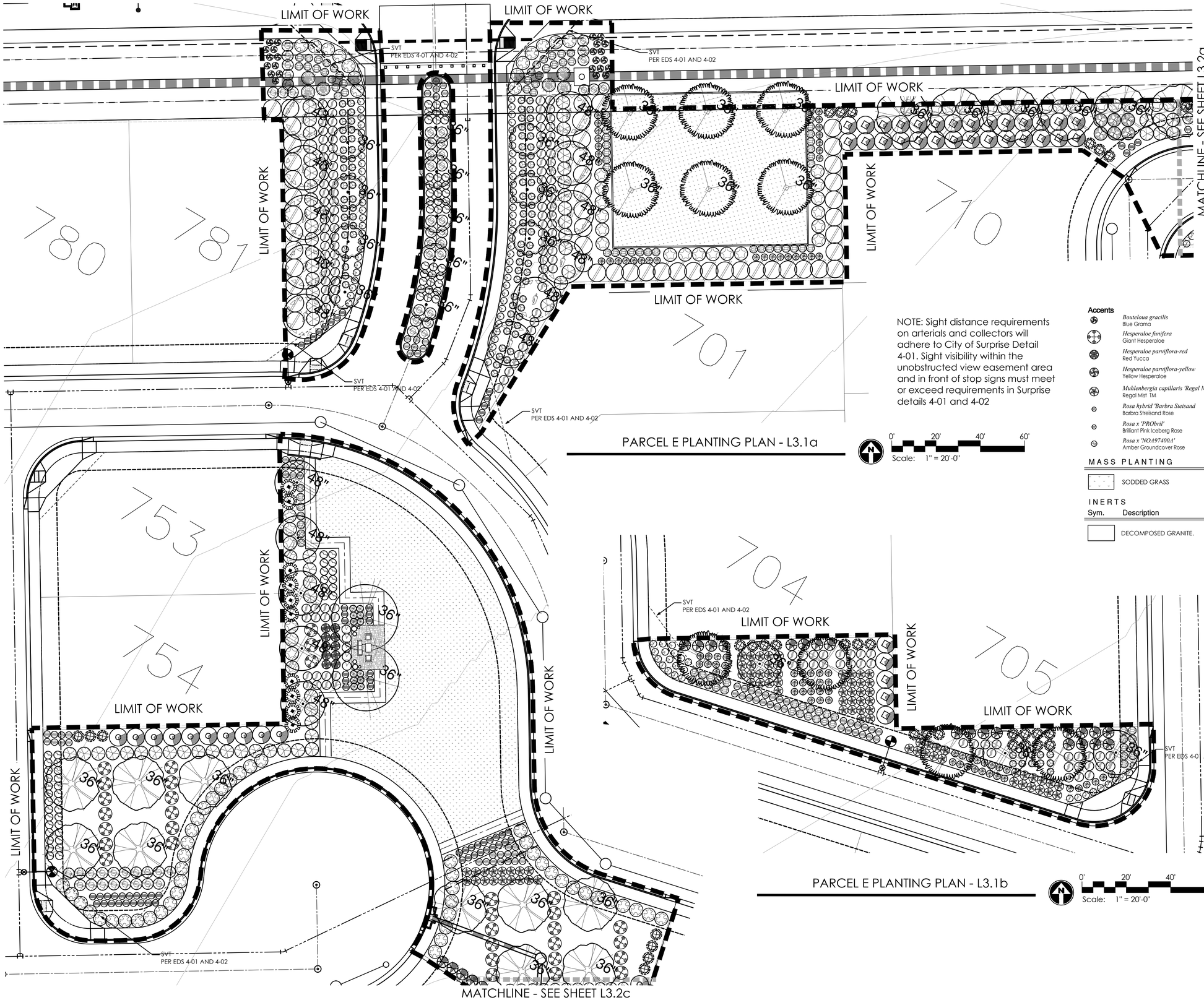


PARCEL E PLANTING PLAN - L3.1a

PARCEL E PLANTING PLAN - L3.1b

0' 20' 40' 60'

Scale: 1" = 20'-0"

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	Fraxinus velutina Arizona Ash	36" Box	16
	Fraxinus velutina 'Rio-Grande' Fan-Tex Ash	36" Box	11
	Olea europaea 'Swan Hill' Swan Hill Olive	48" Box 36" Box	5 15
	Parkinsonia hybrid 'Desert Museum' Desert Museum Palo Verde	36" Box	10
	Pistacia x 'Red Push' Red Push Pistache	36" Box	11
	Prosopis velutina Native Mesquite	24" Box	3
	Quercus virginiana Southern Live Oak	36" Box	16
	Schinus terebinthifolius Brazilian Pepper Tree	48" Box	11
	Tipuana tipu Tipu Tree	36" Box	5
	Vitex agnus-castus Chaste Tree	36" Box	12
Shrubs			
	Calliandra californica Red Fairy Duster	5 gal.	74
	Calliandra eriophylla Pink Fairy Duster	5 gal.	14
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	111
	Convolvulus cneorum Bush Morning Glory	1 gal.	10
	Cordia parvifolia Little Leaf Cordia	5 gal.	13
	Dalea frutescens Black Dalea	5 gal.	5
	Dodonaea viscosa Hop Bush	5 gal.	69
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	103
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	136
	Ericameria laricifolia Turpentine Bush	5 gal.	11
	Euryops pectinatus 'Viridis' Euryops Daisy	5 gal.	228
	Justicia californica Chuparosa	5 gal.	9
	Justicia spicigera Mexican Honeysuckle	5 gal.	110
	Leucophyllum frutescens 'White Cloud' White Cloud Sage	5 gal.	46
	Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	98
	Myrtus communis 'Compacta' Compact Myrtle	5 gal.	57
	Nerium oleander 'Petite Pink' Petite Pink Oleander	15 gal.	47
	Nolina microcarpa Bear Grass	1 gal.	21
	Ruellia brittoniana Ruellia	5 gal.	198
	Russelia equisetiformis Coral Fountain	15 gal.	35
	Salvia clevelandii Chaparral Sage	5 gal.	44
	Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.	27
	Tecoma stans Yellow Bells	5 gal.	56
Groundcovers			
	Chrysactinia mexicana Damianita	1 gal.	28
	Eremophila glabra Minginew Gold	5 gal.	101
	Lantana camara 'Dallas Red' Dallas Red Lantana	5 gal.	227
	Lantana montevidensis Purple Trailing Lantana	1 gal.	72
	Lantana 'New Gold' New Gold Lantana	1 gal.	268
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal.	76
	Teucrium chamaedrys Germander	1 gal.	79

Accents

	Bouteloua gracilis Blue Grama	5 gal.	24
	Hesperaloe funifera Giant Hesperaloe	5 gal.	35
	Hesperaloe parviflora-red Red Yucca	5 gal.	122
	Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	12
	Muhlenbergia capillaris 'Regal Mist' Regal Mist TM	5 gal.	196
	Rosa hybrid 'Barbra Steisand Barbra Streisand Rose	5 Gal.	63
	Rosa x 'PRObril' Brilliant Pink Iceberg Rose	5 Gal.	54
	Rosa x 'NOA97400A' Amber Groundcover Rose	5 gal.	80

MASS PLANTING

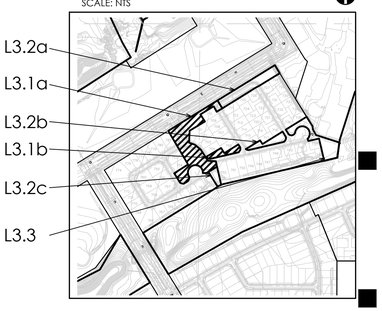
SODDED GRASS

INERTS

Sym.	Description
	DECOMPOSED GRANITE.

KEY MAP

SCALE: NTS



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Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:

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drawing: *Planting Plan*

sheet #
L3.1
02 of 06

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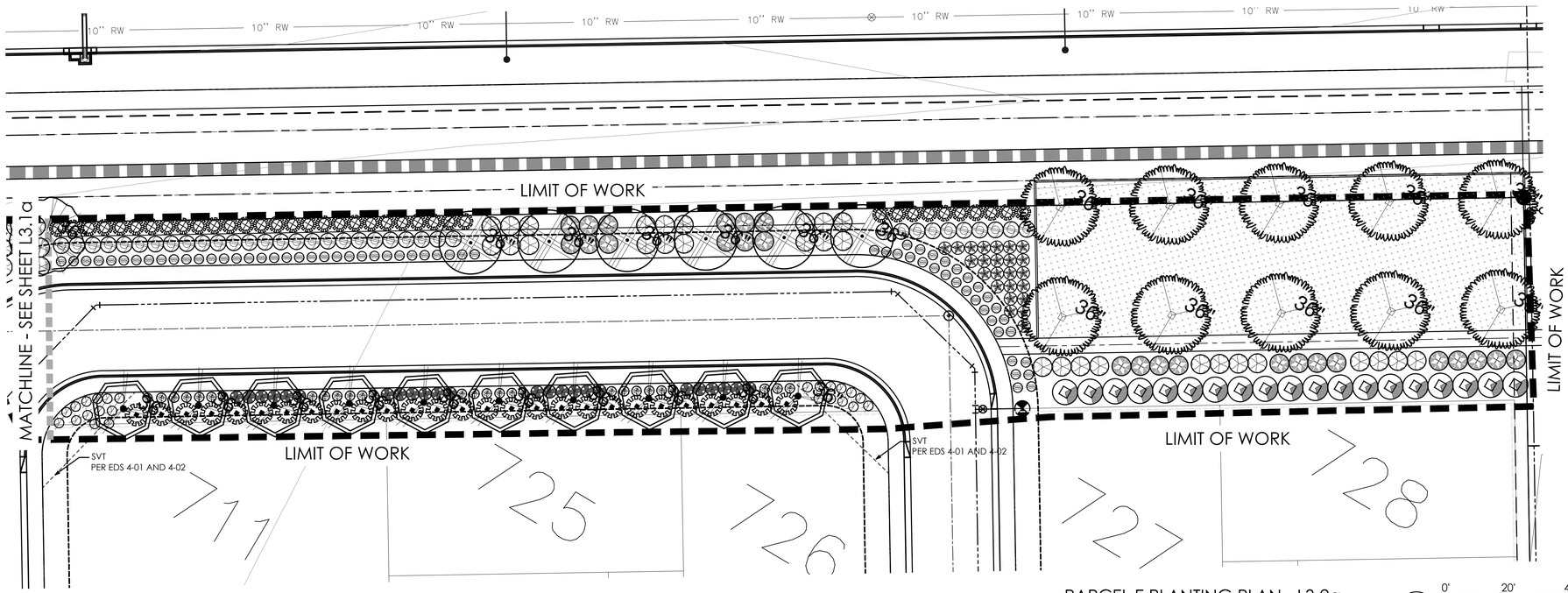
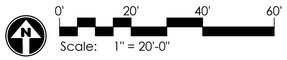
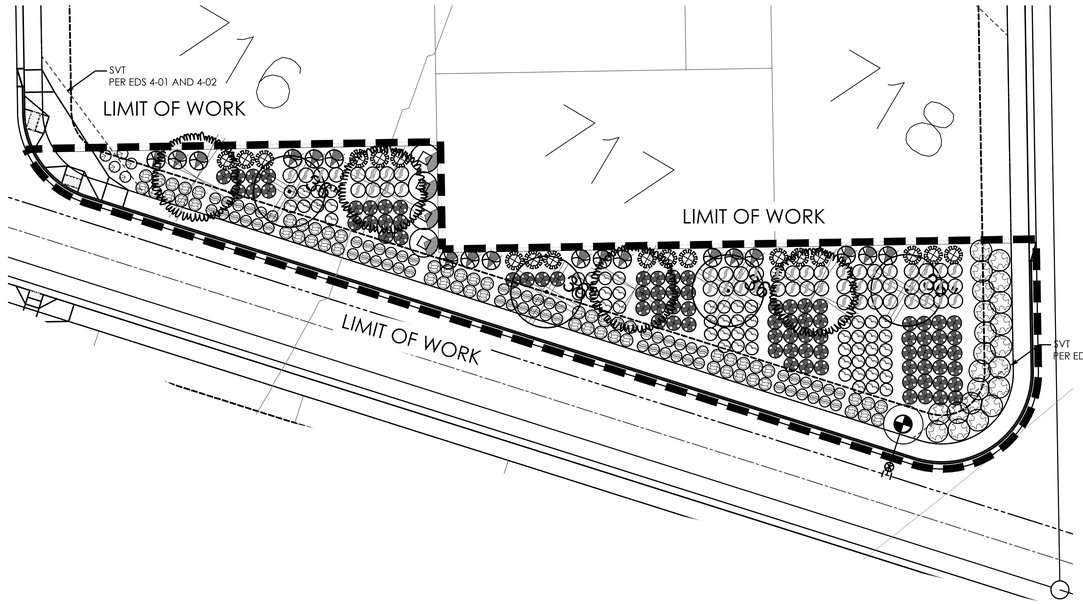


PARCEL E PLANTING PLAN - L3.2a





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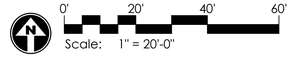

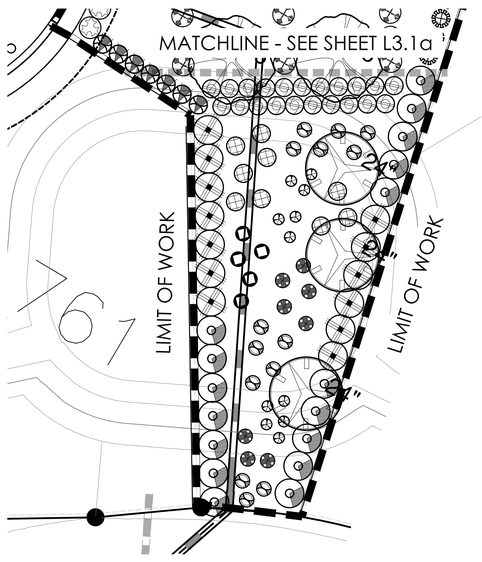

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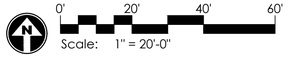


NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	Fraxinus velutina Arizona Ash	36" Box	16
	Fraxinus velutina 'Rio-Grande' Fan-Tex Ash	36" Box	11
	Olea europaea 'Swan Hill' Swan Hill Olive	48" Box 36" Box	5 15
	Parkinsonia hybrid 'Desert Museum' Desert Museum Palo Verde	36" Box	10
	Pistacia x 'Red Push' Red Push Pistache	36" Box	11
	Prosopis velutina Native Mesquite	24" Box	3
	Quercus virginiana Southern Live Oak	36" Box	16
	Schinus terebinthifolius Brazilian Pepper Tree	48" Box	11
	Tipuana tipu Tipu Tree	36" Box	5
	Vitex agnus-castus Chaste Tree	36" Box	12
Shrubs			
	Calliandra californica Red Fairy Duster	5 gal.	74
	Calliandra eriophylla Pink Fairy Duster	5 gal.	14
	Callistemon viminalis 'Little John' Bottlebrush	5 gal.	111
	Convolvulus cneorum Bush Morning Glory	1 gal.	10
	Cordia parvifolia Little Leaf Cordia	5 gal.	13
	Dalea frutescens Black Dalea	5 gal.	5
	Dodonaea viscosa Hop Bush	5 gal.	69
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	103
	Eremophila hygrophana 'Blue Bells' Blue Bells Eremophila	5 gal.	136
	Ericameria laricifolia Turpentine Bush	5 gal.	11
	Euryops pectinatus 'Viridis' Euryops Daisy	5 gal.	228
	Justicia californica Chuparosa	5 gal.	9
	Justicia spicigera Mexican Honeysuckle	5 gal.	110
	Leucophyllum frutescens 'White Cloud' White Cloud Sage	5 gal.	46
	Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	98
	Myrtus communis 'Compacta' Compact Myrtle	5 gal.	57
	Nerium oleander 'Petite Pink' Petite Pink Oleander	15 gal.	47
	Nolina microcarpa Bear Grass	1 gal.	21
	Ruellia brittoniana Ruellia	5 gal.	198
	Russelia equisetiformis Coral Fountain	15 gal.	35
	Salvia clevelandii Chaparral Sage	5 gal.	44
	Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.	27
	Tecoma stans Yellow Bells	5 gal.	56
Groundcovers			
	Chrysactinia mexicana Damianita	1 gal.	28
	Eremophila glabra Mingnew Gold	5 gal.	101
	Lantana camara 'Dallas Red' Dallas Red Lantana	5 gal.	227
	Lantana montevidensis Purple Trailing Lantana	1 gal.	72
	Lantana 'New Gold' New Gold Lantana	1 gal.	268
	Rosmarinus officinalis 'Prostratus', Dwarf Rosemary	1 gal.	76
	Teucrium chamaedrys Germander	1 gal.	79
Accents			
	Bouteloua gracilis Blue Grama	5 gal.	24
	Hesperaloe funifera Giant Hesperaloe	5 gal.	35
	Hesperaloe parviflora-red Red Yucca	5 gal.	122
	Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	12
	Muhlenbergia capillaris 'Regal Mist' Regal Mist TM	5 gal.	196
	Rosa hybrid 'Barbra Steisand Barbra Streisand Rose	5 Gal.	63
	Rosa x 'PRObril' Brilliant Pink Iceberg Rose	5 Gal.	54
	Rosa x 'NOA97400A' Amber Groundcover Rose	5 gal.	80

MASS PLANTING

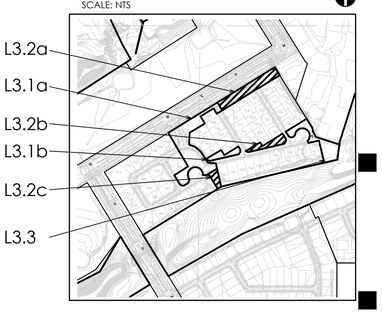
SODDED GRASS

INERTS

Sym.	Description
	DECOMPOSED GRANITE.

KEY MAP

SCALE: NTS



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Registered 02-21-2003
Expires 12/31/19

PRASADA
Parcel E
Landscape Construction Documents
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:

project #: TOL 154
scale: 1" = 20'-0"
issued for: REVIEW
drawn by: TEAM
date: 02.29.2019
drawing: Planting Plan

sheet #
L3.2
03 of 06

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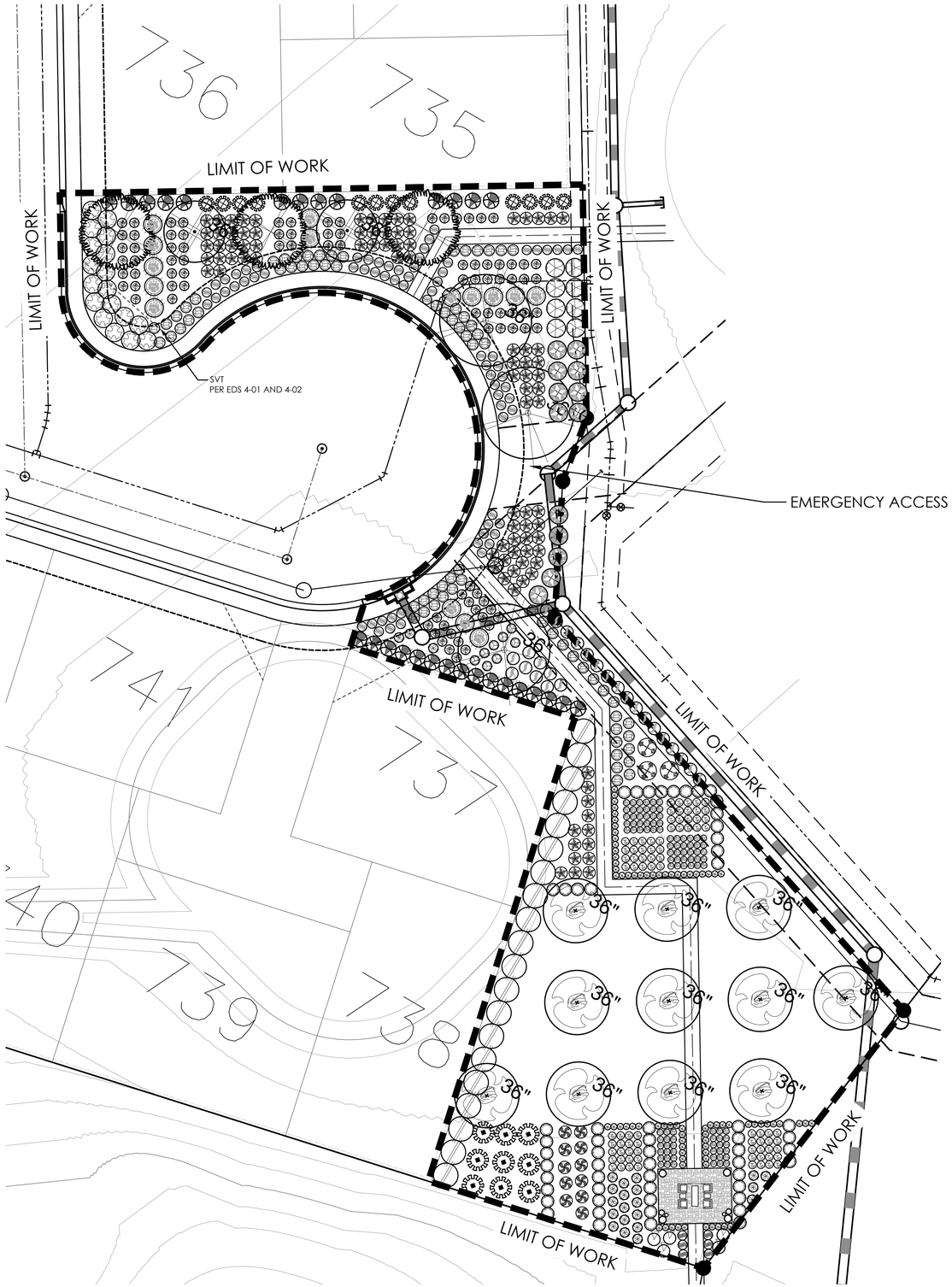

PARCEL E PLANTING PLAN - L3.3

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Qty
Trees			
	Fraxinus velutina Arizona Ash	36" Box	16
	Fraxinus velutina 'Rio-Grande' Fan-Tex Ash	36" Box	11
	Olea europaea 'Swan Hill' Swan Hill Olive	48" Box 36" Box	5 15
	Parkinsonia hybrid 'Desert Museum' Desert Museum Palo Verde	36" Box	10
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	Lantana 'New Gold' New Gold Lantana	1 gal.	268
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	Bouteloua gracilis Blue Grama	5 gal.	24
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	Hesperaloe parviflora-red Red Yucca	5 gal.	122
	Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	12
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	Rosa hybrid 'Barbra Steisand Barbra Streisand Rose	5 Gal.	63
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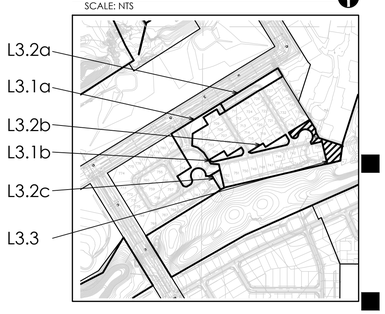
MASS PLANTING

SODDED GRASS

INERTS

Sym.	Description
	DECOMPOSED GRANITE.

KEY MAP
SCALE: NTS



0' 20' 40' 60'
Scale: 1" = 20'-0"

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SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:

project #: *TOL 154*
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drawn by: *TEAM*
date: *02.29.2019*
drawing: *Planting Plan*

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L3.3
04 of 06

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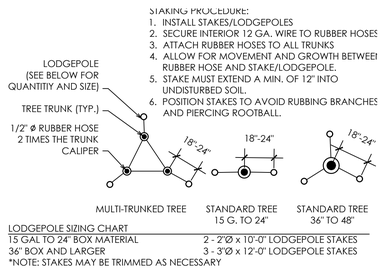

4 *Tree Staking Diagram*
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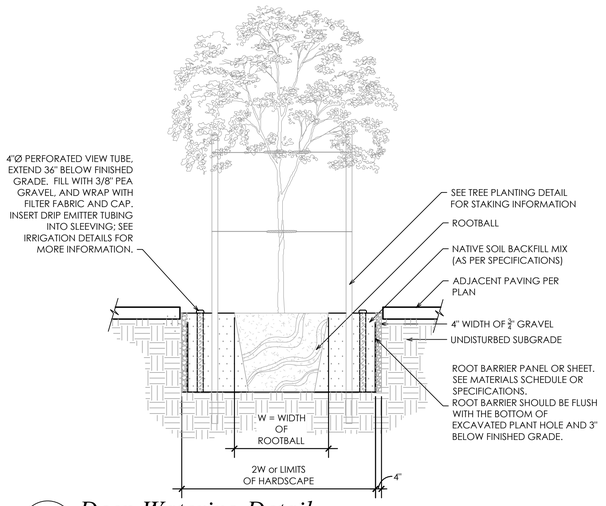
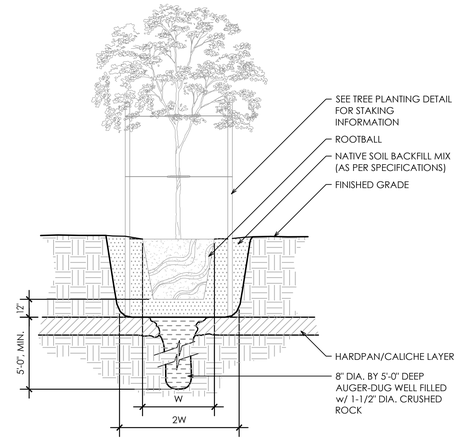


3 *Deep Watering Detail*
Scale: *NTS*



2 *Hard Pan Planting*
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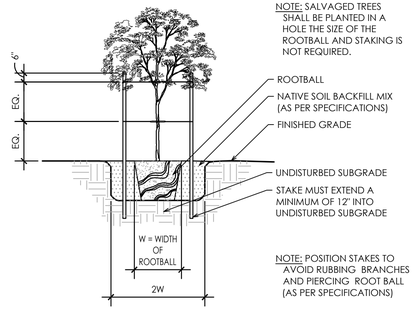

1 *Tree Planting Detail*
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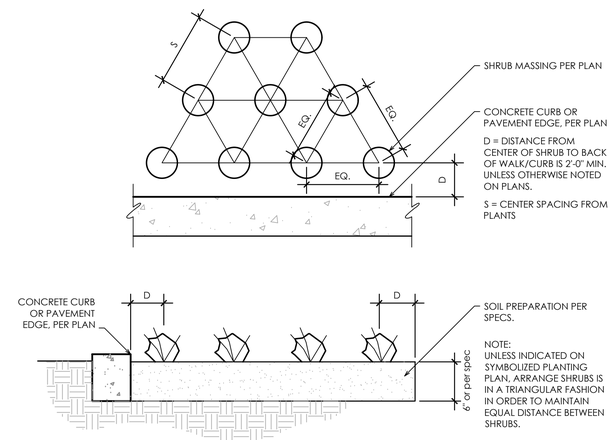

7 *Plant Spacing Detail*
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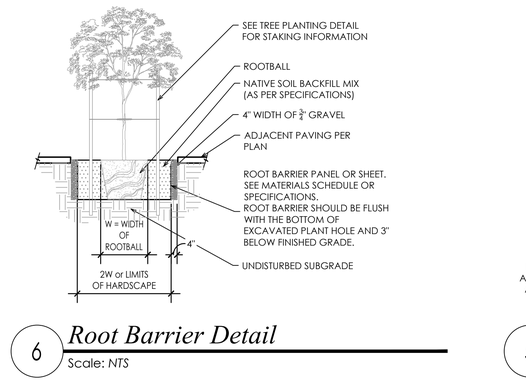
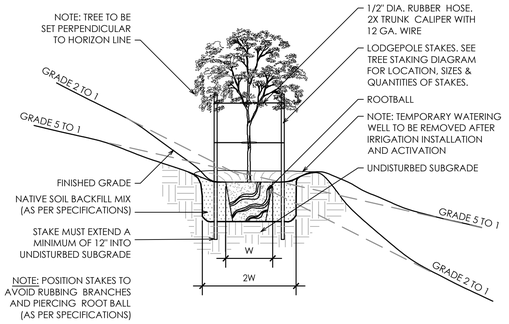


6 *Root Barrier Detail*
Scale: *NTS*



5 *Tree Planting on Slope Detail*
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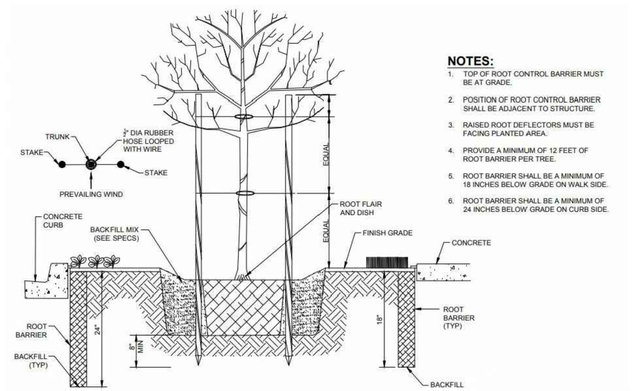
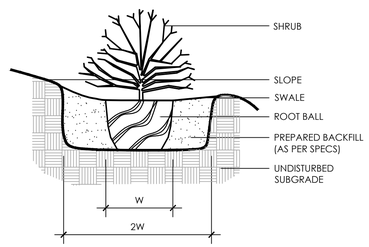
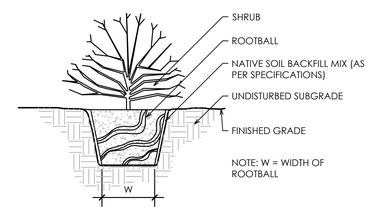


10 *Root Barrier Detail*
Scale: *NTS*



9 *Shrub Planting on Slope*
Scale: *NTS*



8 *Shrub Planting Detail*
Scale: *NTS*

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28448
Registered 02-28-2018
ARIZONA U.S.A.
Expires 12/31/19

PRASADA
Parcel E
Landscape Construction Documents
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

revisions:
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△
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project #:
TOL 154
scale:
As Noted
issued for:
REVIEW
drawn by:
TEAM
date:
02.29.2019
drawing:
Planting Details

sheet #
L7.1
05 of 06

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SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

*Landscape finish grading.

* Soil preparation

*Tree supports

*Planting

*Watering

*Maintenance

Definitions:

Owner's representative - an authorized agent determined by owner to act on their behalf, in some cases the Landscape Architect may be the owner representative as outlined in these specs.

Plants - all shrubs and cacti other than trees, saguaros, ocotillos, palms and turf.

Plant Material - all trees, saguaros, ocotillos, palms, shrubs, cacti, ground cover, and other plants.

1.02 RELATED WORK

Contractor : Minimum 5 years experience in supply and installation of landscape materials. A Foreman with a minimum of 5 years experience in related work shall be on site at all times.

1.03 SOURCE QUALITY CONTROL

Provide certificates of inspection for all materials as required by law or regulation.

Package standard materials with manufacturers certified analysis. Provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Chemists for all other material.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

Submit the following material samples to Owner's Representative a minimum of 48 hours prior to start of work.

a. Topsoil for backfill mix (trees and shrubs).
b. Wood Shavings/Mulch.
c. Tree supports.
d. Decomposed granite.
e. Boulders.

The Owner's Representative reserves the right to take and analyze samples of materials for conformity to Specification at any time. Furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the contractors additional expense.

Submit samples of decomposed granite for approval of graduation and color. Sample shall be representative of variations within size and color to be provided.

1.06 PRODUCT DATA

Submit to Owner's Representative a minimum of 48 hours prior to start of work manufacturers comprehensive product description, including specifications and installation instructions.

1.07 CERTIFICATES AND TEST REPORTS

Provide and pay for all materials testing. Testing agency shall be acceptable to the Landscape Architect. Submit to Owner's Representative a minimum of 48 hours prior to start of work 2 copies of certificates of inspection as required by governmental authorities, and manufacturers' vendors certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements.
Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to: Topsoil source and nutrient analysis, mulch, fertilizers/soil amendments/chemicals. Test representative material samples proposed for use. Provide the following data:

a. Topsoil and planting backfill.
b. Soil PH.
c. Particle size, percentage soil texture.
d. Percentage organic material.
e. Percolation rate.
f. Nutrient level analysis.
g. All macro, secondary and micro nutrient salinity.
h. ESP.
i. Free lime.

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in Part 2 - Products of Materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:
a. Irrigated trees and shrubs.
b. Turf.

1.08 MAINTENANCE DATA

Submit to Owner's Representative 2 copies of typewritten instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the Owner for the maintenance of landscape work for one full year.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver packaged material in containers showing weight, analysis and identification of manufacturer. Protect materials from deterioration at all times.

Provide protective covers to plant life and trees during delivery. Do not prune trees prior to delivery. Do not bend-tie trees or shrubs in such a manner as to cause damage or destroy shape. Deliver materials after preparation for planting have been completed. Plant immediately. If planting is delayed for more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock including ground cover, from containers until planting time.

1.10 SITE CONDITIONS

Determine location of underground utilities. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect all existing plant life not scheduled for removal. If any plant material that is to remain is damaged, the Contractor, at his expense, will pay for a replacement plant of the same size and species (to be approved by Owner's Representative).

Protect existing utilities, paving and other facilities from damage during landscaping operation.

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative.

Trees, Palm Trees, Saguaros and Ocotillos:
Warrant that trees, palm trees, saguaros and ocotillos will be alive and in good health for a period of 1 year after acceptance except for defects resulting from neglect by Owner, abuse or damage by others.

Owner must follow Contractors maintenance schedule and provide current maintenance log to Owner's Representative.

Remove and replace dead, unhealthy or girdled trees, palm trees, saguaros and ocotillos that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within fifteen days of notification. All replacement trees, palm trees, saguaros and ocotillos shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings:
Guarantee all other planting will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Owner. All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the Contractor.

All replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 day maintenance period.

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts not to exceed 1500 ppm, and material shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth. Topsoil: Screened, fertile, friable, from well drained arable land, free of nut grass, refuse, roots, heavy clay, noxious weeds or any material toxic to plant growth; contents as follows:

a. Silt: 20-45 %
b. Clay: 15-20 %
c. Sand: 30-60 %
d. Organic Material (natural or otherwise): 2 % minimum
e. pH: 7.0-8.3
f. Soluble salts: 1,500 ppm.
g. Nutrients: enough to bring levels up to acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour.
Existing top soil may be used provided it meets these requirements.

2.02 COMMERCIAL GRADE FERTILIZERS

Agri-Sul, Dispersul - use only for sulfur
Agriculture grade gypsum

2.03 SOIL AMENDMENTS

Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5. no soil amendments are required for salvaged plant material and cacti unless otherwise specified.

2.04 TREE SUPPORTS

Tree Stakes: Copper napthenate impregnated lodge pole 10 feet in length for 5 gallon and 15 gallon, and 12 feet in length for 24 inch box and larger. No tree stakes are required for salvaged plant material.

Tree Ties: Provide a minimum of two per tree; No. 10 gauge, pliable, zinc coated iron wire. Cover wire with hose, cover as specified, where it contacts tree.

Hose Covering: 1/2 inch minimum diameter; 2-ply reinforced rubber, new garden hose.

Tree Guards: 'ArborGard+' by Deep Root, or equal.

Tree Guys: Minimum 3 per tree; No. 10 galvanized wire. Cover wire with hose where it contacts tree for 24, 30 and 36 box tree.

Anchors (Deadmen): 2 inch x 4 inch x 3 feet long; construction grade redwood.

Signals (Flags): For guy wires, 1/2 inch diameter, white or orange plastic tubing 5 feet long over each guy used.

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

Pre-emergent herbicide shall be Surflan as manufactured by Dow/Elanco Chemical Company.

Contact herbicide shall be Round-up as manufactured by Monsanto.

2.06 PLANTING MATERIAL

Plant Material: Healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall be representative of their normal species and variety. They shall have normally developed branch systems. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture unless otherwise approved by the Owner's Representative.

Provide "Specimen" plants with a special height, shape or character. Tag at the source of supply prior to notifying Landscape Architect for inspection. The Landscape Architect shall inspect selections at source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of proposed material for approval.

Plants may be inspected and approved at place of growth for compliance with specification requirements for quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

2.07 TURF SOD

As noted on plans.

2.08 DECOMPOSED GRANITE

Decomposed granite coverage shall be a minimum 2-inch thickness unless noted otherwise on plans. Decomposed granite shall be the size and color as specified on plans, and shall be taken from a single quarry.

2.09 BOULDERS

Boulders are to be Surface Select or as noted on the plans. Boulder size as noted on the plans and approved by the Owner's Representative. Boulders are to be harvested, delivered and placed in a manner to avoid marking, scraping or damaging the natural condition of the boulder. All scarred boulders are to be treated with Permeon (or equal) to provide a natural appearance of the desert varnish.

2.09 SEED MIXTURE

As noted on plans.

PART 3 - EXECUTION

3.01 GENERAL

Install in accordance with the methods, techniques and specifications of each representative manufacturer. If a conflict occurs between manufacturers and these specifications, consult with Owner's Representative for a decision.

Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

Inspect the integrity of all damp-proofing and water-proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

Import additional topsoil only as required to bring planting areas up to finish grade. Spread and cultivate soil so that no settling takes place at any time.

3.04 LANDSCAPE FINE GRADING

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 1-1/2 inches below adjacent paving, curb and headers for shrubs and ground cover beds and areas or as required for installation of decomposed granite or turf sod.

At all planting areas, make entire area smooth and even to finish grade. Cultivate all areas so that there are no bumps or hollows, and the area drains as indicated. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess of 1-1/2 inches diameter, all building rubble, building construction material, waste and any other material that will impair satisfactory growth.

3.05 DECOMPOSED GRANITE

Place 2-inches unless otherwise noted, in all planting areas. Decomposed granite shall extend below all plant material, trees, and cactus. Decomposed granite finish grade 1-1/-inch below adjacent paving, curbs, and headers.

3.06 HERBICIDE APPLICATION

Apply pre-emergent herbicides in accordance with manufacturer's instructions.

Apply contact herbicides in accordance with manufacturer's recommendations. Prior to application, moisten areas for fourteen days to encourage weed germination and growth. Apply before weeds attain a height of 6 inches. Remove taller weeds manually.

Areas to be landscaped shall be maintained in a weed-free condition at all times during construction and maintenance period.

Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 TREE SUPPORT

Guyed Trees: Guy trees as shown immediately after planting as shown on the drawings.
Staked Trees: Stake trees as shown on the drawings within 48-hours of planting.

Tree supports shall be installed to prevent lodging, yet allow for trunk movement. Hoses that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 TREES, SHRUBS, AND VINES

Layout locations with stakes or gypsum. Coordinate with Owner's Representative to assure appropriate location, prior to installation.

Test drainage of plant beds and pits by filling with water. Notify Owner's Representative of areas where water is retained more than 24 hours.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Owner's Representative may select alternate location.

Do not expose roots to air except during transplanting. Set up of plants at same level when planted as in the container. Cut plant containers on 2 sides without injuring root ball and carefully remove plant. Do not cut container with spade. Damaged plants will be rejected.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Place rootball of vines as close to structure or support system as possible. If rootball can't be placed closer than 12" notify Owner's Representative of situation for inspection and remedy.

Tie vines to trellis supports if applicable with green plant tape and remove any staking supplied with plant material.

Planting Mixture: One part wood shavings Two parts excavated soil amended to meet standards in Part 2.

Mix thoroughly outside the hole before start of backfilling.

Tree Guard: Install tree guard on all trees located in turf areas per manufacturer's recommendations.

3.09 BACKFILLING

Backfill plant pits and form shallow basin around the plant to hold enough water to saturate the root ball and backfill (only form basins if specified on detail). Water plants immediately after planting and allow backfill to settle in plant pit. Do not water saguaros after planting. Do not raise basin rim above surrounding grade.

Puddle planting mixture when pit is 2/3 full of plant mix. Continue back filling to within 1 inch of surrounding grade.

Finish grade to 2 inches below headers or concrete work.

Top dress planting areas with 2 inches of top dressing after planting.

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

At time of transplanting, soil in flats shall be sufficient so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.11 TURF SOD

Soil Preparation: Provide soil with an organic matter content of 25-percent to 30-percent. Cultivate entire area to a depth of 6" minimum and remove all rock in excess of 1 1/2", all building rubble, building construction material waste and any other material that will impair satisfactory growth. This top 6" must meet the topsoil requirements noted in Section 2.01.

Soil Amendments: Prior to rototilling, apply gypsum at a rate of 100 lbs per 1,000 sf, phosphate at a rate of 2 lbs per 1,000 sf. , and soil sulfur at 5 lbs per 1,000 sf. Rototill into soil.

Install sod along the straightest edge of turf area. Stagger joints in a brick-like pattern. Avoid gaps and overlapping. Place sod diagonally across, to avoid sliding. Water sod at least every 30 min. during installation. Finish by watering lightly and roll in two directions w/sod roller.

3.12 WATERING

Water all plants immediately after planting, except for saguaros, with hose in planting hole until material about the roots is completely saturated from the bottom of the hole to the top of the ground to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole. Water stream shall not cause damage to planting hole or plant. Keep exposed roots wet by means of moist sawdust, peat moss or burlap at all times during planting operation. Repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.13 CLEAN UP

Keep all areas clean and orderly during and after execution of work. Burning of trash is not permitted.

3.14 ADJUSTMENT

Prune each tree and shrub to preserve the natural character of the plant per American Standards for Nursery stock, as published by the American Association of Nurserymen. Prune only as directed by Owner's Representative and Landscape Architect to remove deadwood, suckers, or broken or badly bruised branches. Replace all plants damaged by excessive pruning, planting operations or construction damage.

3.15 MAINTENANCE PERIOD

When the Owner's Representative and Landscape Architect determine the work to be substantially complete in accordance with the Conditions of the Contract, Contractor will be advised, in writing, that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering, trimming, weeding and cultivating of beds.

Landscape contractor, in order to protect his guarantee, shall give typewritten to Owner, a complete maintenance instruction booklet on the care and feeding of the landscape.

Contractor shall request, in writing, a Final Inspection with Landscape Architect at the completion of the maintenance period. If the Owner's Representative determines the work is satisfactory, the maintenance period will end on the date of the Final Inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the Contractors expense, until such time as all corrections are made and the work is inspected and approved by the Owner's Representative and Landscape Architect. Retention will not be released until Final inspection is made and approval issued by the Owner's Representative.

3.16 FIELD QUALITY CONTROL

Notify Owner's Representative of the requirement for inspection at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade and boulder placement
- At completion of landscape finish grading and soil preparation, prior to planting.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen tree, or other specimen plant material.
- After staking locations for plant holes, but prior to planting; for approval.
- During the planting process.
- During the placement and aiming of all light fixtures.
- At Substantial Completion of the Work.
- During warranty period to observe maintenance procedures.
- At final Completion of the Work.

GREEY | PICKETT
landscape architecture | community design
7144 e stetson drive, suite 205
scottsdale, arizona 85251
480.609.0009p 480.609.0009f

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 28448
RUSSELL E. GREEY
Date Signed 02-29-2019
ARIZONA, U.S.A.
Expires 12/31/19

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

PRASADA
Parcel E
Landscape Construction Documents
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

revisions:

project #: TOL 154
scale: NTS
issued for: REVIEW
drawn by: TEAM
date: 02.29.2019
drawing: Landscape Spec's

sheet #
L8.1
06 of 06

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From:	Peter Hughes - FCDX
To:	Allysa Robinson
Subject:	RE: OUSTIDE AGENCIES FS19-145 New Submittal Toll @ Prasada Unit E Final Plat 030419
Date:	Tuesday, March 05, 2019 8:53:33 AM
Attachments:	image001.png image002.png image003.png image004.png CityofSurprise_03_05_2019_FS19_145 Toll Prasada Phase 2 Unit E.pdf

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****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Allysa,

The Flood Control District of Maricopa County has the following comments.

Project Name: FS19-145 Toll at Prasada Phase 2. Project Information: SWC Cotton Lane and Cactus.

APN(s): 502-04-018 (502-04-017D)

- Parcel 502-04-017D is located partially in in FEMA Zone X, which is not in the SFHA, and FEMA Zone A, which is in the SFHA.
  - See attached .pdf for aerial view of the parcels and the location of the FEMA FIRM Zones.
- Parcel 502-04-017D is located partially on FIRM Panels 1655L and 1660L.
- This floodplain is part of the Cotton Lane Wash
- FEMA Zone A are areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.
- While the Project location does not contain delineated flood zone parcel 502-04-017D does, therefore prior to obtaining a building permit, either a floodplain use permit or a CLOMR/LOMR would be required by the District since there is a FEMA floodplain delineated on the parcel(s).

If there are any questions or concern please let me know.

Thanks,

Peter

Peter Hughes

Policy, Planning, and Coordination Branch

Planner

FCD

Flood Control District of Maricopa County

2801 W Durango St, Phoenix, AZ 85009

(O) 602-506-8725

peterhughes@mail.maricopa.gov

www.fcd.maricopa.gov

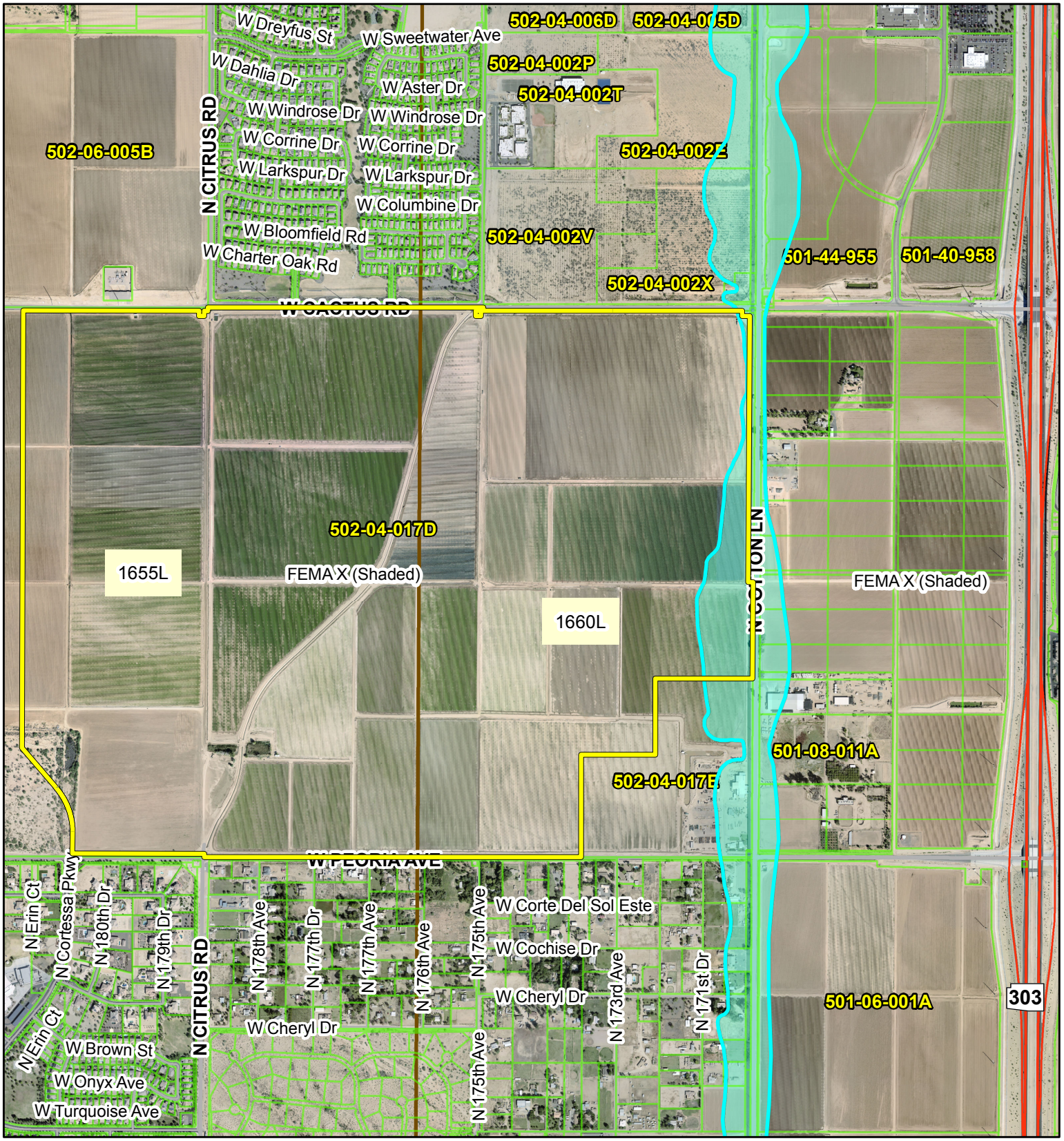
How are we doing? Click here to leave your feedback

From: Allysa Robinson [mailto:Allysa.Robinson@surpriseaz.gov]

Sent: Monday, March 04, 2019 11:53 AM

To: 'Bob Woodring - TEMPX' ; 'Brad Finke - EPCOR' ; 'Chris Cain - MWD' ; 'Chris Toale' ; Christina Betz ; Daniel Trujillo ; 'Debbie Trasancos - MWD' ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland -

The Flood Control District of Maricopa County (FCDMC) - Unofficial Document
This document cannot be used for floodplain determinations. Current studies, erosion setbacks and other factors may also affect the floodplain status of the property.
The information shown for pending floodplains are the best technical information available at this time to determine the one percent chance flood and are subject to change.



Current FEMA Flood Zones

FW AEFW AFW AE AH AO A A (CIC) AAFF AFHH AFZA AFUFD

Current Pending Flood Zones

FW AEFW AFW AE AH AO A A (CIC) AAFF AFHH AFZA AFUFD X (Shaded)

N

0 625 1,250 2,500 Feet

1 inch = 1,273 feet

Date: 3/5/2019
Time: 8:50:05 AM
User: hughesp

Floodplain Management & Services
2801 West Durango Street
Phoenix, Arizona 85009
Phone: (602) 506-2419
Fax: (602) 372-6232
http://www.fcd.maricopa.gov/Floodplain/floodplain.aspx

From:	Leslie Jarrell
To:	Allysa Robinson
Cc:	Chris Cain; Debbie Trasancos
Subject:	OUSTIDE AGENCIES FS19-145 New Submittal Toll @ Prasada Unit E Final Plat 030419
Date:	Tuesday, March 05, 2019 3:15:41 PM
Attachments:	image001.png Prasada Unit E Pre-Plat - Landscape.pdf FS19-145 Application.pdf Unit E Narrative.pdf MWD Fees & Payment Schedule 2019.pdf MWD Drawing Requirements REV 2-7-19.pdf

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****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Allysa,
Thank you for providing the electronic submittal for **New Submittal Toll @ Prasada Unit E Final Plat 030419 FS19-145.** This project is located within an area included in the **Toll At Prasada** Development and Water Delivery Agreement between MWD and the original developer/landowner. Pursuant to the Development Agreement, the developer (including their successors and assigns) must submit copies of the improvement plans & subdivision plats to MWD for review and approval pursuant to the attached *MWD Drawing Requirements*, along with the payment of the applicable Review Fee pursuant to the attached *MWD Fees & Payment Schedule.* Upon our review of the improvement plan once it is provided by developer, MWD will copy the City on our approval and/or comments.
Thanks again.

Leslie Jarrell
Property & Contracts Specialist
Maricopa Water District
14825 W. Grand Avenue
Surprise, AZ. 85374
Office Phone: (623)546-8266
Direct Line: (623)235-6103
Fax: (623)584-2536
E-mail: lesliej@mwdaz.com

From: Allysa Robinson
Sent: Monday, March 04, 2019 11:53 AM
To: 'Bob Woodring - TEMPX' ; 'Brad Finke - EPCOR' ; Chris Cain ; 'Chris Toale' ; Christina Betz ; Daniel Trujillo ; Debbie Trasancos ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland - Epcor' ; 'Ernest (USPS)' ; 'Eva Pierce' ; Greg Welch ; 'Ibeth - USPS' ; 'Kevin Shipman' ; Leslie Jarrell ; 'Mark Frago' ; 'Peter Hughes - FCDX' ; 'Project Coordinator' ; 'Richard Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne Aguirre'
Cc: Elsa DeMoss ; Lloyd Abrams
Subject: OUSTIDE AGENCIES FS19-145 New Submittal Toll @ Prasada Unit E Final Plat 030419

Attached please find the **application**, **narrative**, and **site plan** for the above referenced project.
Please feel free to contact us with any questions.
Best regards,
Allysa Robinson
Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374
www.surpriseaz.gov
Phone: 623-222-3099
Fax: 623-222-3001
Allysa.Robinson@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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04 Mar 2019 18:53:34 -0000

From:	TOALE, CHRISTOPHER P GS-13 USAF AETC 56 FW/CVE
To:	Allysa Robinson
Cc:	TOALE, CHRISTOPHER P GS-13 USAF AETC 56 FW/CVE
Subject:	RE: OUSTIDE AGENCIES FS19-145 New Submittal Toll @ Prasada Unit E Final Plat 030419
Date:	Tuesday, March 12, 2019 2:06:54 PM
Attachments:	smime.p7s ATT00001.txt ATT00002.htm

Ms Robinson,
Thank you for the opportunity to provide comments on the Preliminary Plat Application for Toll at Prasada Phase 2 Unit E. The site sits on 19 acres of vacant land located at Cotton Lane and Cactus Road and is part of the larger 772.08 acre master planned community with an overall planned density of 2.86 du/ac. This request is for 81 single family residential units for a 4.26 du/ac however it will be part of the overall density of 2.86 du/ac. The site is approximately 1.8 miles outside the 1988 JLUS 65 Ldn, “high noise or accident potential zone” as defined by A.R.S. § 28-8461 and is within the “territory in the vicinity of a military airport” also defined by A.R.S. § 28-8461.
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. Toll at Prasada Phase 2 Unit E falls within these guidelines.
This request will not have a negative impact on Luke AFB Flight 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. If this development is approved, 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/tenants about Luke AFB operations.
Regards,
Chris Toale
Deputy Director
Community Initiatives Team
Luke AFB, AZ

From: Allysa Robinson
Sent: Monday, March 4, 2019 11:53 AM
To: 'Bob Woodring - TEMPX' ; 'Brad Finke - EPCOR' ; 'Chris Cain - MWD' ; TOALE, CHRISTOPHER P GS-13 USAF AETC 56 FW/CVE ; Christina Betz ; Daniel Trujillo ; 'Debbie Trasancos - MWD' ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland - Epcor' ; 'Ernest (USPS)' ; 'Eva Pierce' ; Greg Welch ; 'Ibeth - USPS' ; 'Kevin Shipman' ; 'Leslie - MWD' ; 'Mark Frago' ; 'Peter Hughes - FCDX' ; 'Project Coordinator' ; 'Richard Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne Aguirre'
Cc: Elsa DeMoss ; Lloyd Abrams
Subject: [Non-DoD Source] OUSTIDE AGENCIES FS19-145 New Submittal Toll @ Prasada Unit E Final Plat 030419
Attached please find the **application**, **narrative**, and **site plan** for the above referenced project.
Please feel free to contact us with any questions.
Best regards,
Allysa Robinson
Project Coordinator

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374
www.surpriseaz.gov
Phone: 623-222-3099
Fax: 623-222-3001
Allysa.Robinson@surpriseaz.gov

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04 Mar 2019 18:53:34 -0000

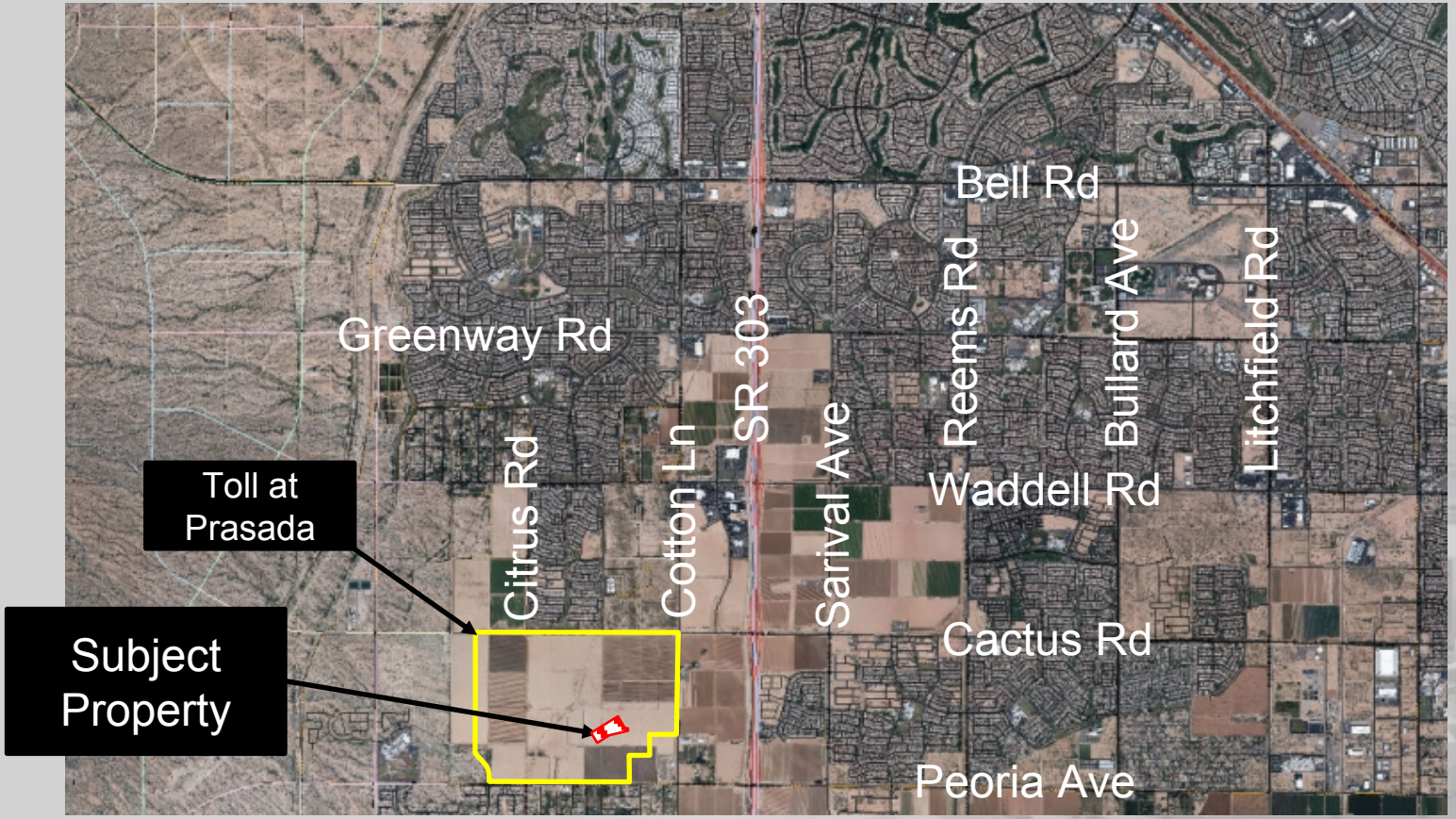
SURPRISE
ARIZONA

City Council

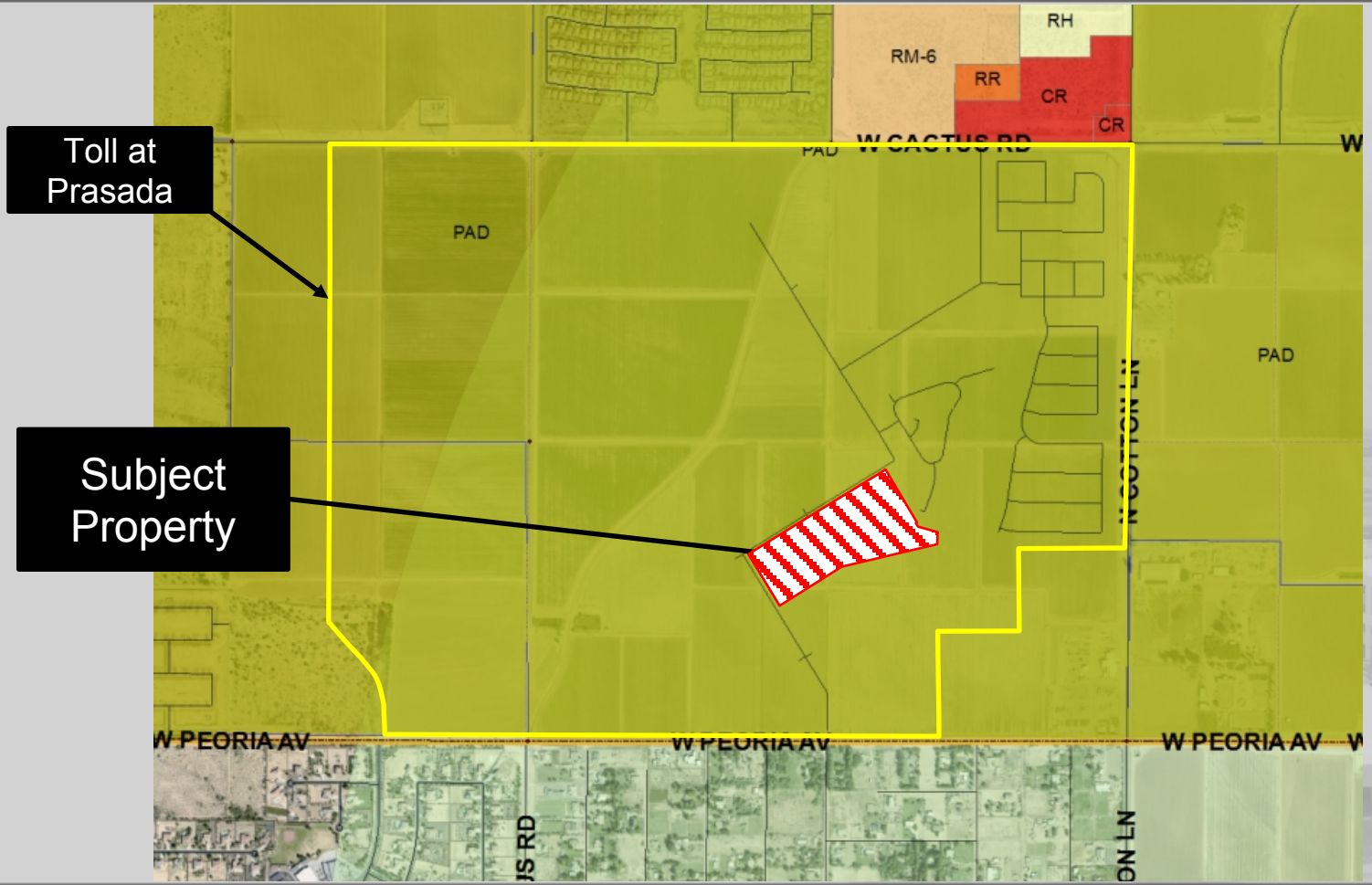
August 6, 2019

Toll at Prasada Unit E Revised Preliminary Plat

FS19-145 Vicinity Map

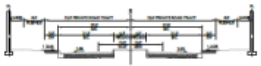


FS19-145 Case Map



REVISED PRELIMINARY PLAT
FOR
UNIT E - TOLL AT PRASADA

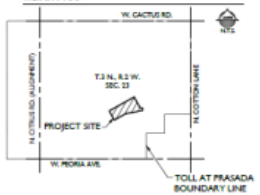
A PORTION OF THE EAST HALF OF SECTION 22 AND SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



LOCAL ENTRY

LOCAL STREET

VICINITY MAP



PROJECT TEAM

PROJECT DATA

Development Pod	Phase	Acerage	# Lot Yield	Net Density
A	I	20.734	141	6.807 DU/AC
B	I	47.999	230	4.791 DU/AC
D	I	21.929	96	4.376 DU/AC
F	I	17.616	69	3.764 DU/AC
G	I	16.961	81	4.670 DU/AC
	Total	139.24	591	4.24 DU/AC

THE TOLL AT PRASADA PROJECT IS PLANNED FOR A MAXIMUM OF 591 UNITS. THE CHART SHALL BE UPDATED TO MAINTAIN A RECORD OF THE REMAINING UNIT COUNT AT EACH PHASE OF THE DEVELOPMENT.

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
4. THE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS AND ALL INTERIOR STREETS.
5. THE AREA PLATTED HEREIN LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

DEVELOPMENT STANDARDS

THIS DEVELOPMENT SHALL CONFORM TO THE DEVELOPMENT STANDARDS APPROVED IN PRASADA, CASE P07-087.

UTILITIES

WATER	EPCOR WATER
SEWER	CITY OF SURPRISE
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK / COX
CABLE TV	CENTURYLINK / COX
FIRE	CITY OF SURPRISE
POLICE	CITY OF SURPRISE

SHEET INDEX

SHEET 1	C01	COVERSHEET
SHEET 2		INDEX SHEET
SHEET 3	DT01	LOT DIAGRAMS & DEVELOPMENT STANDARDS
SHEET 4-5	PP01-PP02	PRELIMINARY PLAT
SHEET 6	T01	DATA TABLES

BASIS OF BEARING:

THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST.

EPS GROUP

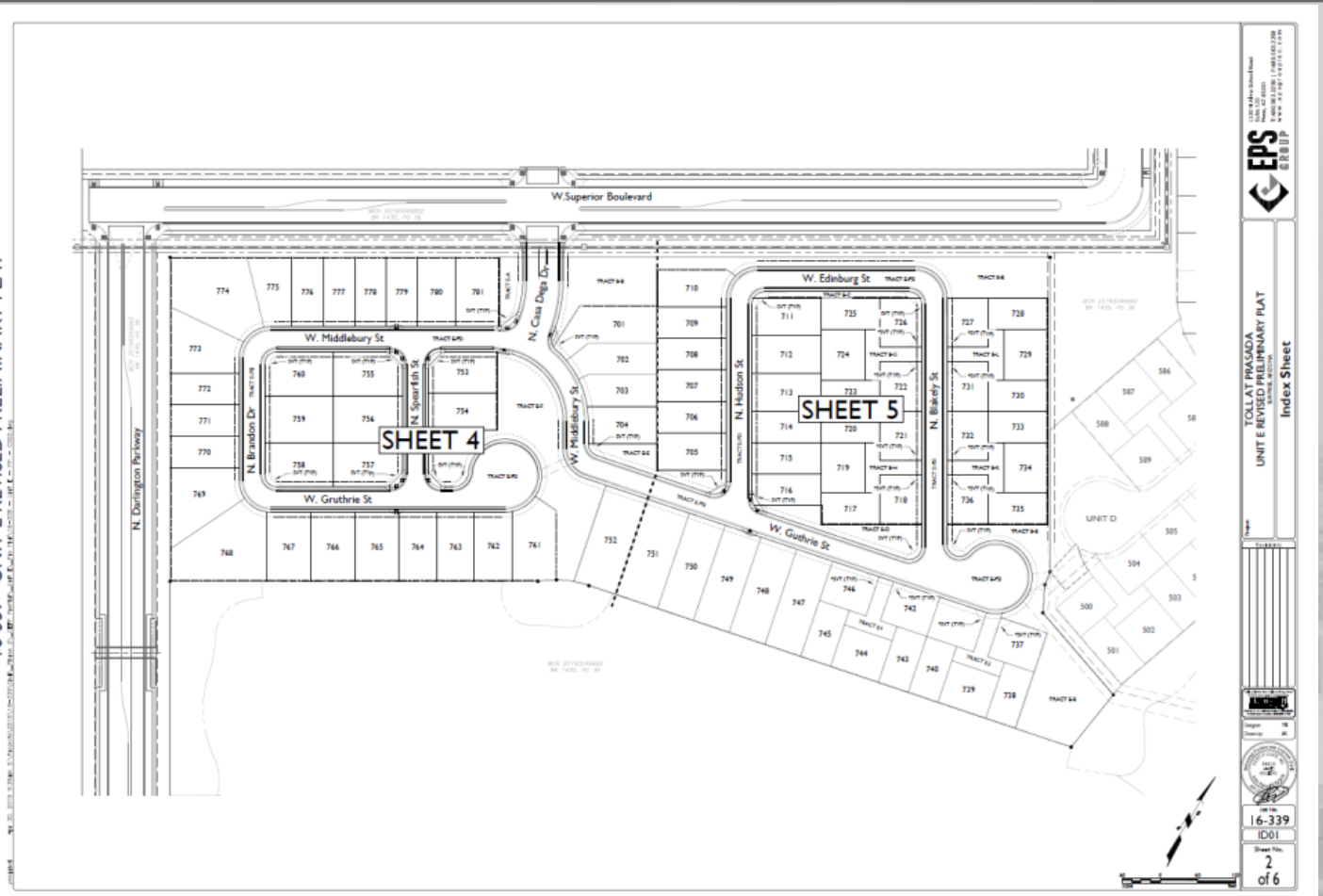
TOLL AT PRASADA
UNIT E REVISED PRELIMINARY PLAT
Cover Sheet

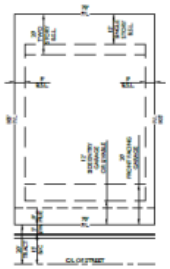
Job No. 16-339
C501
Sheet No. 1 of 6

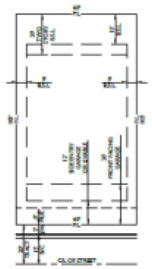
16-339 - UNIT E REVISED PRELIMINARY PLAT

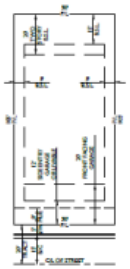
FS19-110 Preliminary Plat

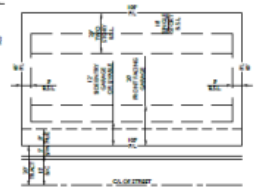
FS19-110 Preliminary Plat

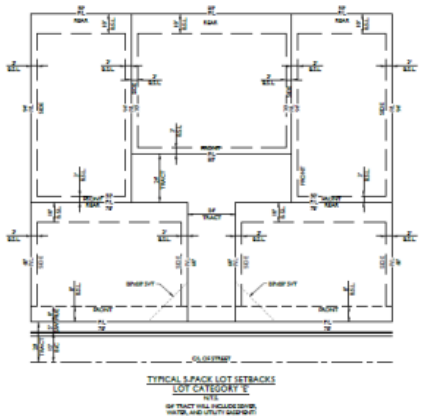












Development Standard C - FS16-400

Zoning District	PEV-1	PEV-2
Minimum Lot Area	7,000 Square Feet	
Minimum Lot Width	65 Feet[2]	
Minimum Building Setbacks:[3]		
Front[4][5]		
Front facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[6]	12 Feet	
Side[5][7]	5 Feet / 5 Feet	
Rear[5][8]	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height:[9]	35 Feet	

Notes:
1. Lot widths may range from 60 feet to 90 feet, with lot areas from 7,000 square feet.
2. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
3. The minimum side yard setback for corner lots shall either be 15 feet or the standard 5 feet side setback with a minimum 6 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
4. Architectural features such as, but not limited to, covered patios and porches (fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
5. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 feet wide by 30 feet deep driveway parking pad, without encroaching on the sidewalk.
6. Covered patios may encroach up to 5 feet into the rear setback.
7. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D1 - FS17-587

Zoning District	PEV-1	PEV-2
Minimum Lot Area	4,000 Square Feet	
Minimum Lot Width	45 Feet[2]	
Minimum Building Setbacks:[3]		
Front[4][5]		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[6]	12 Feet	
Side[5][7]	5 Feet / 5 Feet	
Rear[5][8]	20 Feet (2 Story) 15 Feet (1 Story)	
Maximum Building Height:[9]	35 Feet	

Notes:
1. Typical configured lot widths may range from 45 feet to 65 feet, with lot areas from 4,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.
3. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
4. The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 feet side setback with a minimum 6 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
5. Architectural features such as, but not limited to, covered patios and porches (fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
6. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 feet wide by 30 feet deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
7. Covered patios may encroach up to 5 feet into the rear setback.
8. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard D2 - FS17-587

Zoning District	PEV-1	PEV-2
Minimum Lot Area	5,000 Square Feet	
Minimum Lot Width	45 Feet[2]	
Minimum Building Setbacks:[3]		
Front[4][5]		
Front & side facing garage (measured from back of sidewalk to face of garage door)	20 Feet	
Side entry garage, porch or livable space[6]	12 Feet	
Side[5][7]	5 Feet / 5 Feet	
Rear[5][8]	20 Feet (2 Story) 10 Feet (1 Story)	
Maximum Building Height:[9]	35 Feet	

Notes:
1. Typical configured lot widths may range from 45 feet to 110 feet, with lot areas from 5,000 square feet.
2. A wide shallow lot configuration is permitted, indicated by the front entry door as part of the front elevations. Driveway could occur on a side or front yard.
3. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
4. The minimum side yard setback for corner lots shall either be 12 feet or the standard 5 feet side setback with a minimum 6 foot landscape tract on the street side adjacent to the lot. The landscape tract shall be maintained by the Home Owner's Association.
5. Architectural features such as, but not limited to, covered patios and porches (fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 3 feet into the front or rear setbacks and 2 feet into the side setbacks.
6. Driveways for side entry garages or attached garages that face a corner side shall provide for a minimum 10 feet wide by 30 feet deep driveway parking pad, without encroaching on the sidewalk. During review of home products with a side entry garage, the developer shall demonstrate that an adequate lot width exists for vehicular turning movements.
7. Covered patios may encroach up to 5 feet into the rear setback.
8. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.

Development Standard E - FS17-587

Zoning District	PEV-1	PEV-2	PEV-3
Minimum Lot Area	3,500 Square Feet		
Minimum Building Setbacks:[1]			
Front[2][3]			
Front facing garage (measured from back of sidewalk to face of garage door)	18 Feet		
Porch or Living Space	5 Feet		
Side[3][4][5]	0 Feet / 5 Feet		
Rear[3][5][6]	10 Feet		
Maximum Building Height[7]	35 Feet		

Notes:
1. Unless stated otherwise, all setbacks are measured from the property line. All setbacks are subject to the requirements of the applicable Building Code and Fire Code adopted by the City of Surprise.
2. Architectural features such as, but not limited to fireplaces, bay windows, shadow boxes, pot shelves, and other pop-outs, can encroach up to 2 feet into front, side and/or rear setbacks.
3. Side setbacks for "E"-Lots and "F"-Lots shall be 5' aggregate, 0' minimum at shared lot easement.
4. 3' Setback from alley ROW, or shared driveway to face of garage.
5. Building height is measured from the finished floor to the top of the parapet or highest point of the roofline.
6. Covered patios may encroach up to 2 feet into the rear setback.

TOLLAT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SURPRISE, ARIZONA

Lot Diagrams & Development Standards

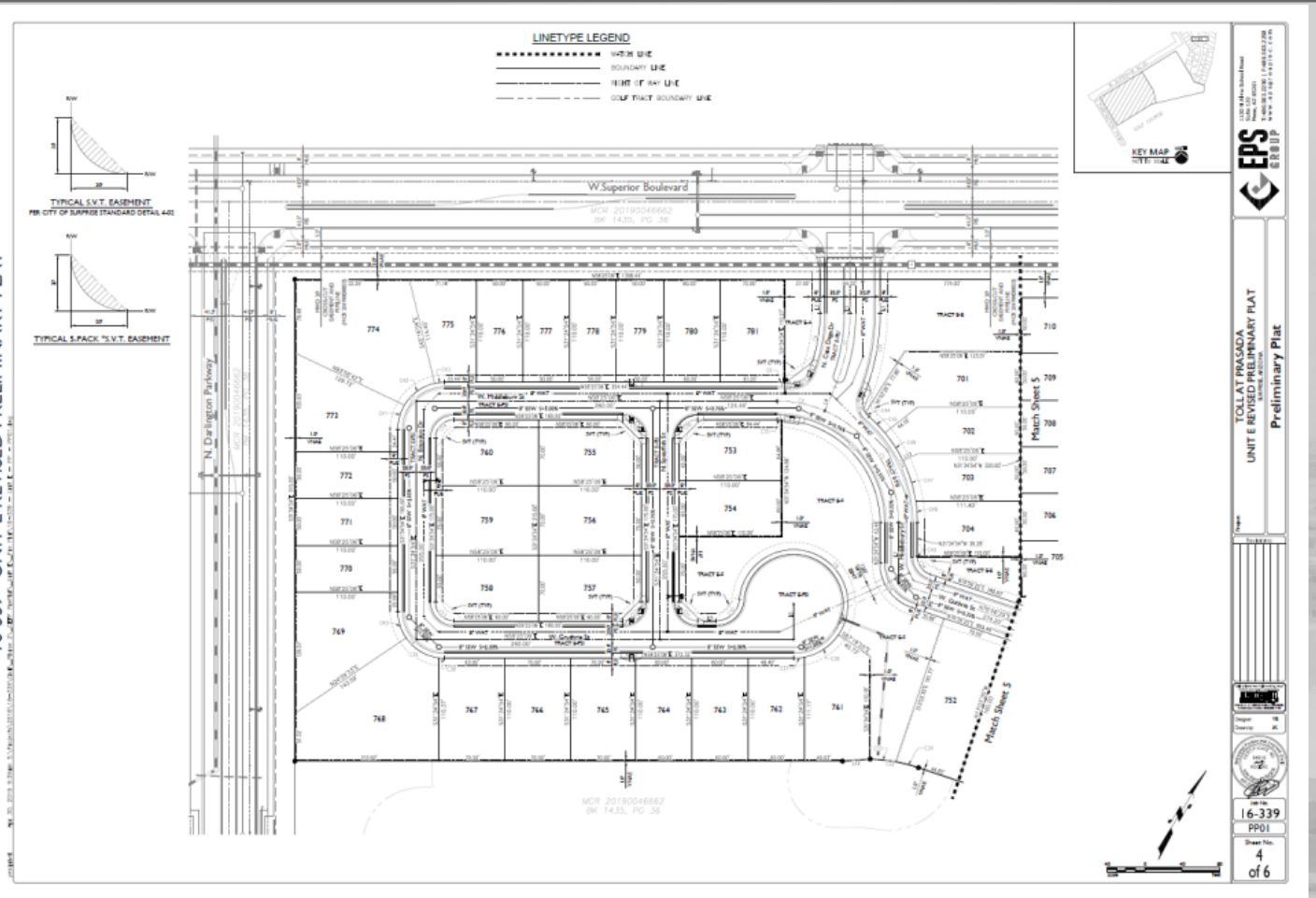
EPS GROUP
1130 W Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroup.com

Drawn: TF
Designed: JH

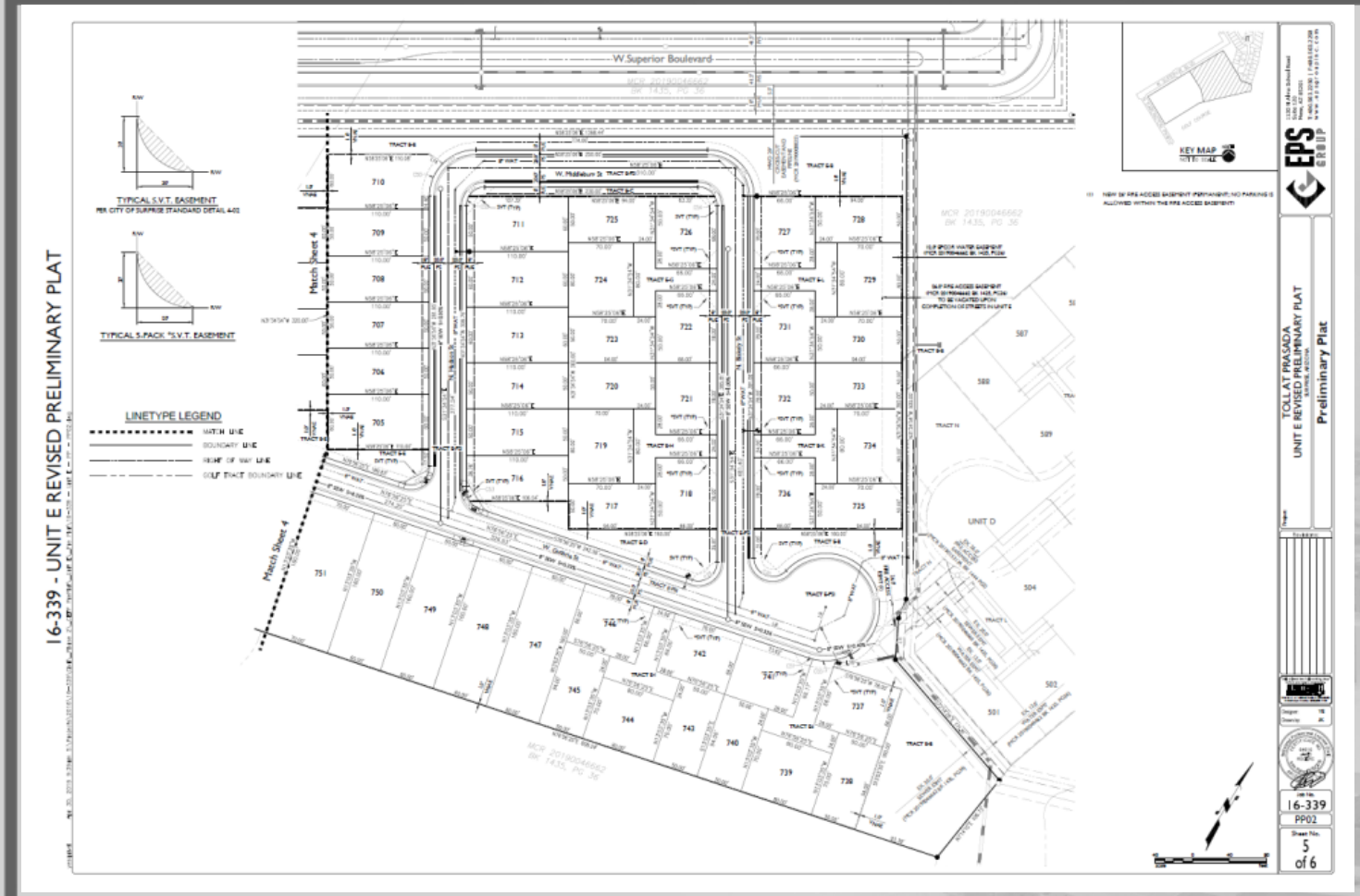
Job No. 16-339
DT01
Sheet No. 3 of 6

16-339 - UNIT E REVISED PRELIMINARY PLAT

FS19-110 Preliminary Plat



FS19-110 Preliminary Plat



FS19-110 Preliminary Plat

16-339 - UNIT E REVISED PRELIMINARY PLAT

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
701	9,269	0.2213	D1
702	6,629	0.1524	D1
703	5,874	0.1349	D1
704	5,874	0.1316	D1
705	6,600	0.1515	D1
706	5,500	0.1262	D1
707	5,500	0.1262	D1
708	5,500	0.1262	D1
709	5,500	0.1262	D1
710	6,026	0.1383	D1
711	6,591	0.1512	D1
712	6,600	0.1515	D1
713	6,600	0.1515	D1
714	5,500	0.1262	D1
715	5,500	0.1262	D1
716	5,466	0.1260	D1
717	4,700	0.1079	E

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
718	5,146	0.1182	E
719	5,600	0.1286	E
720	4,700	0.1079	E
721	5,146	0.1182	E
722	5,146	0.1182	E
723	4,700	0.1079	E
724	5,600	0.1286	E
725	5,129	0.1180	E
726	5,146	0.1182	E
727	5,146	0.1182	E
728	4,700	0.1079	E
729	5,600	0.1286	E
730	4,700	0.1079	E
731	5,146	0.1182	E
732	5,146	0.1182	E
733	4,700	0.1079	E
734	5,600	0.1286	E

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
735	4,700	0.1079	E
736	5,146	0.1182	E
737	5,146	0.1182	E
738	4,700	0.1079	E
739	5,600	0.1286	E
740	4,700	0.1079	E
741	5,146	0.1182	E
742	5,146	0.1182	E
743	4,700	0.1079	E
744	5,600	0.1286	E
745	4,700	0.1079	E
746	5,146	0.1182	E
747	9,600	0.2204	D1
748	9,600	0.2204	D1
749	9,600	0.2204	D1
750	9,600	0.2204	D1
751	11,200	0.2571	C

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
752	11,018	0.2529	C
753	7,064	0.1622	D2
754	6,600	0.1515	D1
755	7,614	0.1748	D2
756	8,200	0.1884	C
757	7,614	0.1748	D2
758	7,614	0.1748	D2
759	8,200	0.1884	C
760	7,614	0.1748	D2
761	8,693	0.1995	C
762	6,600	0.1515	D1
763	6,600	0.1515	D1
764	6,600	0.1515	D1
765	7,700	0.1768	C
766	7,700	0.1768	C
767	7,701	0.1768	C
768	14,996	0.3443	C

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	LOT CATEGORY
769	10,026	0.2301	C
770	5,700	0.1309	D1
771	5,700	0.1309	D1
772	5,700	0.1309	D1
773	8,802	0.2021	C
774	14,613	0.3355	C
775	6,261	0.1438	D1
776	5,700	0.1309	D1
777	5,700	0.1309	D1
778	5,700	0.1309	D1
779	5,700	0.1309	D1
780	6,600	0.1515	D1
781	7,701	0.1768	C

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
EXTU	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	179478	3.661
TRACT E-A	LANDSCAPE, OPEN SPACE	3649	0.084
TRACT E-B	LANDSCAPE, OPEN SPACE, STORM DRAIN, WATER, SEWER, EPS ACCESS EASEMENT	59900	1.376
TRACT E-C	LANDSCAPE, OPEN SPACE	1246	0.029
TRACT E-D	LANDSCAPE, OPEN SPACE	6616	0.152
TRACT E-E	LANDSCAPE, OPEN SPACE	6334	0.145
TRACT E-F	LANDSCAPE, OPEN SPACE, STORM DRAIN, WATER EASEMENT	30370	0.724
TRACT E-G	SHARED DRIVEWAY	2304	0.050
TRACT E-H	SHARED DRIVEWAY	2304	0.050
TRACT E-I	SHARED DRIVEWAY	2304	0.050
TRACT E-J	SHARED DRIVEWAY	2370	0.055
TRACT E-K	SHARED DRIVEWAY	2304	0.050
TRACT E-L	SHARED DRIVEWAY	2304	0.050

AREA TABLE	
PARCEL	AREA
UNIT E	18.761 AC

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	39.84	325.00	39.81	6°27'59"LT
C2	51.54	125.00	51.17	23°37'25"LT
C3	131.62	125.00	142.57	84°36'00"LT
C4	42.82	168.00	42.70	14°36'04"LT
C5	23.79	25.00	24.04	57°03'47"LT
C6	13.90	150.00	13.90	5°18'37"LT
C7	78.54	50.00	70.71	90°00'00"LT
C8	78.54	50.00	70.71	90°00'00"LT
C9	268.40	78.00	83.41	197°09'47"LT
C10	27.16	25.00	23.82	62°14'47"LT
C11	31.42	20.00	28.28	90°00'00"LT
C12	31.42	20.00	28.28	90°00'00"LT
C13	31.42	20.00	28.28	90°00'00"LT
C14	31.42	20.00	28.28	90°00'00"LT
C15	31.42	20.00	28.28	90°00'00"LT
C16	31.42	20.00	28.28	90°00'00"LT
C17	170.79	110.00	155.54	88°56'56"LT
C18	45.28	30.00	39.41	57°49'47"LT

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C19	346.27	25.00	97.27	345°29'09"LT
C20	47.94	25.00	27.04	127°13'13"LT
C21	78.54	50.00	70.71	90°00'00"LT
C22	78.54	50.00	70.71	90°00'00"LT
C23	31.42	20.00	28.28	90°00'00"LT
C24	31.42	20.00	28.28	90°00'00"LT
C25	27.88	20.00	25.47	159°51'11"LT
C26	54.93	20.00	52.26	157°19'47"LT
C27	27.88	20.00	25.47	159°51'11"LT
C28	54.93	20.00	52.26	157°19'47"LT
C29	158.40	150.00	134.21	54°12'47"LT
C30	54.93	20.00	52.26	157°19'47"LT
C31	89.63	225.00	89.07	152°39'51"LT
C32	31.29	180.00	31.25	9°57'47"LT
C33	27.27	180.00	27.24	8°40'49"LT
C34	23.23	180.00	23.21	7°23'58"LT
C35	11.94	10.00	11.26	68°23'59"LT
C36	44.79	28.00	43.47	84°41'25"LT

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C37	11.48	28.00	11.40	51°32'09"LT
C38	6.19	30.00	6.18	11°49'25"LT
C39	42.84	30.00	41.37	84°52'45"RT
C40	23.93	30.00	23.43	45°41'23"LT
C41	34.82	30.00	32.79	53°24'49"RT
C42	42.84	30.00	39.82	84°52'45"LT
C43	15.70	30.00	15.74	31°21'19"RT
C44	3.90	30.00	3.88	6°12'23"LT
C45	54.28	130.00	54.27	35°19'15"LT
C46	23.45	150.00	23.27	8°57'25"RT
C47	43.23	130.00	43.06	19°03'19"RT
C48	23.45	150.00	23.28	8°57'25"LT
C49	5.41	30.00	5.41	10°19'36"LT
C50	29.27	30.00	28.27	54°53'09"RT
C51	4.28	56.00	4.28	4°22'49"RT
C52	15.47	30.00	15.30	29°32'09"RT
C53	11.94	30.00	11.70	22°47'55"RT
C54	15.47	30.00	15.30	29°32'09"RT

BACK OF CURB AND CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C55	23.27	28.00	22.57	95°19'51"LT

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	24.47	N21°04'58"W	L9	28.00	S13°55'02"E
L2	24.47	N21°04'58"W	L10	53.07	N89°57'54"W
L3	24.47	N21°04'58"W	L11	44.87	N87°14'40"W
L4	27.26	N89°25'58"E	L12	27.67	N04°02'14"E
L5	19.47	N89°25'58"E	L13	16.74	S21°56'54"W
L6	28.00	N21°04'58"W	L14	17.77	N88°26'49"W
L7	45.09	N21°04'58"W	L15	7.42	N21°53'02"W
L8	89.93	S76°56'02"W			

TOLLAT PRASADA
UNIT E REVISED PRELIMINARY PLAT
SAHNE, WYOMING

Sheet
Data Tables

Job No.
16-339
TB01

Sheet No.
6
of 6

Prasada - Phase 1 Unit E

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE PRE-PLAT LANDSCAPE PLANS

GENERAL NOTES:

1. THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
2. ANY CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE MADE BY THE AUTHOR OF RECORD AND SHALL BE DOCUMENTED AS PART OF THE AS-BUILT DOCUMENTS. ANY CHANGES SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER OF RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER OF RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
3. ANY EXCEPTIONS, INSTALLATION, PROCEDURE, MATERIAL OF EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS AND/OR CONTRARY TO THE LOCAL MUNICIPALITY MUST BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEMS SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR SPECIFIED FOR.
4. EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: CIVIL ENGINEER
5. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE LANDSCAPED SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITIES ALL "AS-BUILT" DRAWINGS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON YOU PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. THE CONTRACTOR SHALL CONTACT BLUE STAKE, INC. FOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION (IN AREAS OR JURISDICTIONS THE CONTRACTOR SHALL CONTACT:
   a) BLUE STAKE (ARIZONA) 1-800-782-5348
   b) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
   c) ARIZONA PUBLIC SERVICE 1-800-345-5512
8. THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, ATTACHED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THE LANDSCAPE CONSTRUCTION.
9. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
10. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND FOR GOVERNING CODES AND/OR ORDINANCES.
11. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED BY LOCAL AUTHORITIES.
12. IT IS THE CONTRACTORS RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION.
13. BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE(S) APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS, DIMENSIONS, AND GRADES WITH THE APPROVED LOCAL, STATE AND FEDERAL LAWS AND/OR REGULATIONS.
16. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS WORK PRIOR TO INSTALLATION.
17. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC, FROM DAMAGE THROUGHOUT CONSTRUCTION.
18. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, WHETHER DIRECTLY OR INDIRECTLY, ON THE OWNER OR OTHER CONTRACTORS WORK BY THE FAILURE OF THE CONTRACTOR OR ANY OF THE CONTRACTOR CONTRACTOR'S PARTY OR EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S PERFORMANCE OF THIS CONTRACT SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
19. WITH GREEN, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS, NOTIFY THE LANDSCAPE ARCHITECT OF CONDITIONS NOT IN ACCORDANCE WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

1. THE CONTRACTOR SHALL REVIEW THE PLANTING PLAN WITH THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO MAKE FIELD ADJUSTMENTS TO IMPROVE OVERALL COMPOSITION AND APPEARANCE OF PLANTING.
2. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS, HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL SUBALLON NURSERY SUCCUMB WITH IRRIGATION AT NO EXTRA COST. IN ADDITION, AT THE PLANT MATERIAL BECOMES AVAILABLE THE PLANTS SPECIFIED SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
3. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES NEEDED TO DESIGN/BUILDER AND/OR THE LANDSCAPE ARCHITECT.
4. LOCATE PLANTS AWAY FROM EDGE OF FIXTURES AND OTHER OBSTRUCTIONS.
5. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
6. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THOSE PLANS, OR BECAUSE OF CHANGES ON SITE.
7. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT. SEE GRADING PLANS.
8. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AT TIME AND WORK OF PLANTING.
9. THE CONTRACTOR SHALL CONTACT BLUE STAKE, INC. (602) 263-1100 AND HAVE KNOWLEDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 5' HORIZONTAL CLEARANCE FROM THEM SHALL BE PLANTED A MINIMUM OF 3'-6" FROM CURB AND WALKS.
10. ALL UPSCREEN TREE, SHRUBS AND GROUNDCOVERS LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
11. THE CONTRACTOR SHALL INSTALL "SMARTSPIKE® ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" REF OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CURB AND GUTTER, FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATIONS AND SHOP DRAWINGS FOR ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
12. THE CONTRACTOR SHALL INSTALL ONE (1) 24" BOX SHADE TREE AT ALL TERMINUS OF ALL PARKING AISLES.
13. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTRACT REQUIREMENTS AS SPECIFIED IN PART II OF THE PLANTING SPECIFICATIONS. ALUMINUM OR ANY OTHER TOXIC MATERIAL SHALL NOT BE USED AS A MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
14. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION.
15. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
16. CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
17. CACTI SHALL BE WELL ROOTED AND HOUSE-GROWN.
18. PLANT MATERIAL MARKED "SALVAGE" SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
19. ALL PLANTING AREAS INDICATED TO RECEIVE REVEGETATION OR DISTURBED AND/OR PLANTING, THE CONTRACTOR SHALL WATCH EXISTING NATURAL GROWTH TO OBSERVE DESERT STOCK CHARACTERISTICS ADJACENT TO THE PROJECT.
20. NATIVE REVEGETATION AREAS AND PLANTER BEDS SHALL BE TREATED WITH PREEMERGENT AS PER MANUFACTURER'S INSTRUCTIONS, RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
21. THE CONTRACTOR SHALL PROVIDE A 30'-0" BY 30'-0" TYPICAL MOCK-UP OF NATIVE REVEGETATION AREAS FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
22. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

INERT GENERAL NOTES:

ROCK AND GRANITE BY-PAY

1. ROCK AND GRANITE SHALL BE USED IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS. (TYPICAL) REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRANITE RIP-RAP.
2. THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRANITE

1. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRAVITE RIP-RAP, AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND.
2. ALL PLANTING AREAS SHALL RECEIVE A 3" MINIMUM AVER OF DECOMPOSED GRANITE, THROUGHOUT PROJECT.
3. THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR DECOMPOSED GRANITE AND APPROVAL PRIOR TO INSTALLATION.

IRRIGATION GENERAL NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL.
2. THE LANDSCAPE CONTRACTOR SHALL SUBMIT FULL PIPING PLANS, AFTER FIELD VERIFICATION, DEPICTING POINT OF CONNECTION, WATER LOCATION AND SIZE, BACKFLOW PREVENTER LOCATION AND SIZE, AND PIPE SIZING AND SIZES.
3. THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND ALL APPLICABLE CODES.
4. ALL MANUFACTURER'S INSTRUCTIONS TO BE USED TO VERIFY PROPER INSTALLATION. IF THE ARCHITECT OR ANY DIFFERENCES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS, IF CONTRACTOR FAILS TO DO SO, LANDSCAPE ARCHITECT WILL BE FINANCIALLY RESPONSIBLE FOR ANY NECESSARY ITEMS ALTERATIONS THAT RESULT.
5. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. INSTALL NEW METER PER THE ATTACHED IRRIGATION SCHEDULE.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE APPROVED PLANS.
7. CONTRACTOR TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS OR OWNER'S SIZE AND GUARANTEED TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINTS OF CONNECTION. INSTALL ONLY CONTROLLER AT EACH POINT OF CONNECTION.
8. INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULE.
9. ALL VALVE FLOWS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
10. ALL VALVES SHALL BE LOCATED IN ADJACENT PLANTING AREAS OR CURBS AND FLUSH WITH THE FINAL GRADE.
11. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
12. THE LANDSCAPE CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS (TYPICAL).
13. REFER TO THE PLANTING NOTES FOR THE CALCULATED THICKNESS AT THE WATER METER. REFER TO NOTE #4 IF THICKNESS DIFFERS FROM THAT NOTED.
14. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL HEADS PRIOR TO SEEDING ON PROJECT TO OBTAIN INSTALLATIONS COVERAGE.
15. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT BLUE STAKE TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE EFFECTED BY HIS WORK, AND HE SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF HIS IRRIGATION INSTALLATION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE OWNER OR AND/OR OWNER'S REPRESENTATIVE FOR ANY ALTERATIONS CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO FAILURE TO NOTIFY THE OWNER'S REPRESENTATIVE.
17. INSTALL ALL MAIN AND WITH A MINIMUM OF 12" OF COVER.
18. INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
19. ALL PIPES TO BE INSTALLED TO THE DEPTHS INDICATED IN THE SPECIFICATIONS AND ARIA STANDARD S-270.
20. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS. ONLY
21. ALL PIPE CUTS SHALL BE MADE WITH A PIPE CUTTER. NO HACKSAWS OR SHEARS ARE TO BE REQUIRED.
22. INSTALL ALL SPRINKLER, EMITTERS, AND RELATED MATERIAL FOR IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
23. INSTALL ALL ELECTRICAL JOINTS WITH 3M# WATERPROOF CONNECTORS.
24. ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE VALVE CONTROL VALVE BOXES. CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL USE.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
26. ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE AND THE N.E.C.
27. INSTALL ALL VALVE WIRING IN WATERPROOF SPLICE AS DETAILED.
28. INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE FOR REMOTE CONTROL VALVE.
29. INSTALL ALL MANUAL GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
30. ALL VALVES SHALL BE INSTALLED IN SHRUB AREAS WHERE POSSIBLE.
31. THE LANDSCAPE, LATERAL PIPE, AND VALVE LINE ARE SHOWN **SCHEMATICALLY** AND SHALL BE **INSTALLED WITHIN THE LANDSCAPE AREA, OUTSIDE OF CURB P.U.E.** AS LOCATED TO SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
   a) TWO WRENCHES FOR ESTABLISHMENT AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
   b) TWO KEYS FOR EACH OF THE FOLLOWING:
   c) TWO COUPLERS WITH MATCHING HOSE BIB AND SHUT-OFF VALVE.
   d) TWO QUICK COUPLER KEYS.
   e) ALL MANUFACTURER'S LITERATURE FOR THE EQUIPMENT INSTALLED.
   f) TWO SETS OF CUT OUT PLASTIC OR CARDBOARD PATTERNS FOR EACH SIZE OF VALVE BOX.
32. ALL MANUFACTURER'S LITERATURE FOR THE EQUIPMENT INSTALLED.
33. ALL GRAVEL SHALL BE A MINIMUM OF TWO-THIRD DIAMETER OF THE LINE SIZE.
34. ALL PIPE SHALL BE INSTALLED WITH A MINIMUM OF 12" COVER IN LANDSCAPED AREAS.
35. LANDSCAPE WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, SOLID CORE COPPER WITH A MINIMUM OF 6 MIL THICKNESS OF UL APPROVED INSULATION. WIRE SHALL HAVE A DIFFERENT COLOR FOR EACH STATION AND COMMON WIRE. WIRE SHALL HAVE A SPARE WIRE OF EACH COLOR (1) LONG ENOUGH TO REACH FROM THE CONTROLLER TO THE FURTHEST VALVE. ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES OF THE LARGEST SIZE REQUIRED FOR THE NUMBER OF SPLICES. ALL SPLICES SHALL BE MADE WITH DIRECT BURIAL SPLICE KITS. ALL SPLICES SHALL BE STAGGERED SO THAT NO TWO SPLICES ARE ADJACENT TO EACH OTHER. ALL SPLICES SHALL BE MADE IN VALVE BOXES. ALL SPLICES SHALL BE MADE WITH DIRECT BURIAL SPLICE KITS. ALL SPLICES SHALL BE STAGGERED SO THAT NO TWO SPLICES ARE ADJACENT TO EACH OTHER. ALL SPLICES SHALL BE MADE IN VALVE BOXES.
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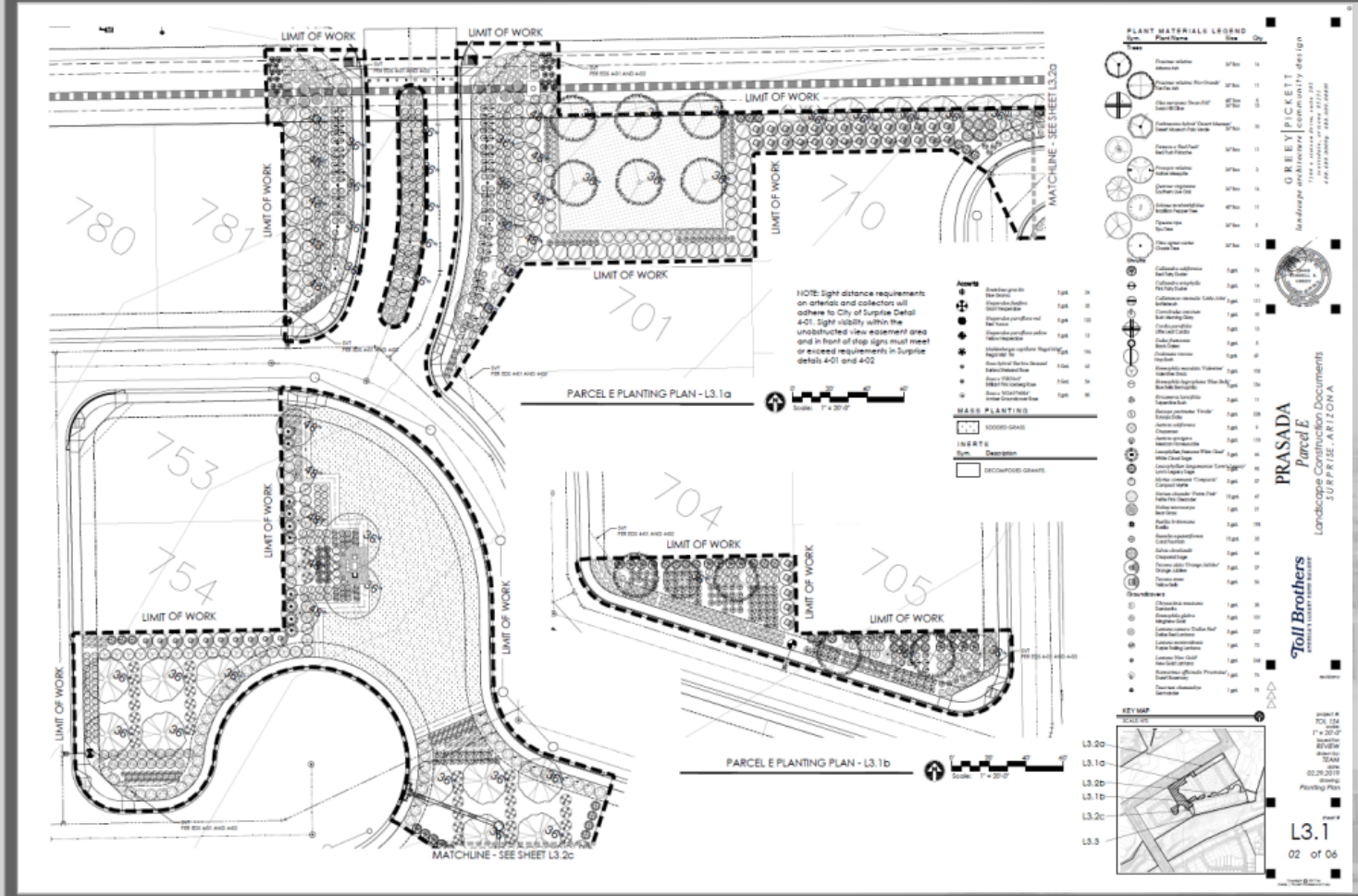
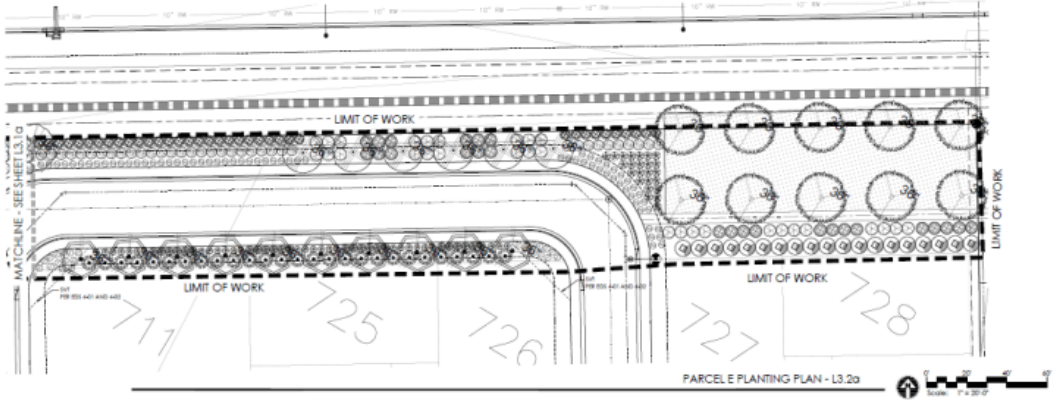
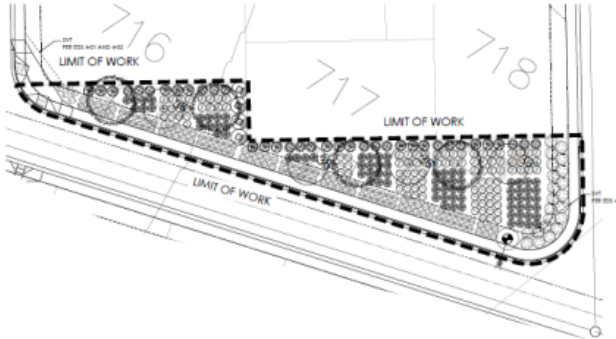
FS19-110 Preliminary Landscape Plan



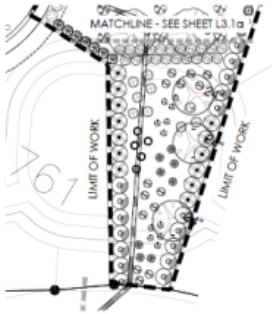
FS19-110 Preliminary Landscape Plan



PARCEL E PLANTING PLAN - L3.2a



PARCEL E PLANTING PLAN - L3.2b



PARCEL E PLANTING PLAN - L3.2c

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

PLANT MATERIALS LEGEND

MASS PLANTING

INERTS

KEY MAP

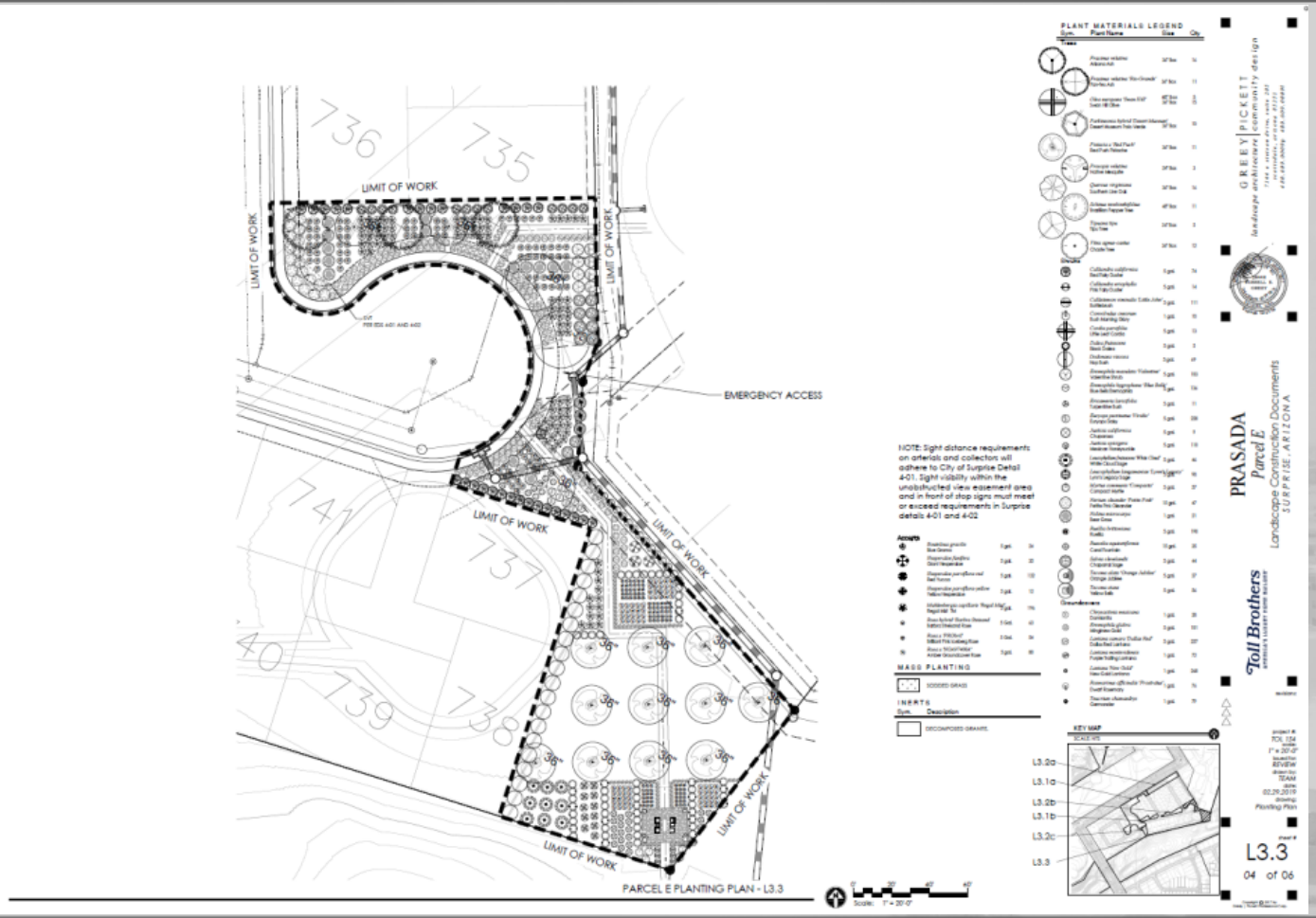
GREEY|PICKETT landscape architecture | community design

PRASADA
Parcel E
Landscape Construction Documents
SURPRISE, ARIZONA

Toll Brothers

L3.2
03 of 06

FS19-110 Preliminary Landscape Plan



FS19-145 Toll at Prasada Unit E
Revised Preliminary Plat
Commission Recommendation

Approve subject to stipulations “a” through “c”

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Preliminary Plat entitled, "Heritage Asante- Parcel 2" dated February 12, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue.

Motion:
I move to approve the Preliminary Plat entitled, "Heritage Asante- Parcel 2" dated February 12, 2019.

Background:
On September 26, 2018 Hilgart Wilson, LLC., submitted a request for a Preliminary Plat for Heritage Asante Parcel 2 generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:
This proposed Preliminary Plat will allow for the development of a new residential subdivision of 104 lots on the subject site.

Policy Compliant:
The proposed project is consistent with City and Council Policy.

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

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

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

ATTACHMENTS:
1. 00 - FS18-647 - Heritage Parcel 2 - Preliminary Plat - Staff Report
2. 01 - FS18-647 - Heritage Parcel 2 - Vicinity Map
3. 02 - FS18-647 - Heritage Parcel 2 - Phase 1 Site Plan
4. 03 - FS18-647 - Heritage Parcel 2 - Preliminary Plat

5. 04 - FS18-647 - Heritage Parcel 2 - Landscape Plans
6. FS18-647 - Heritage Parcel 2 - PowerPoint

SURPRISE
ARIZONA

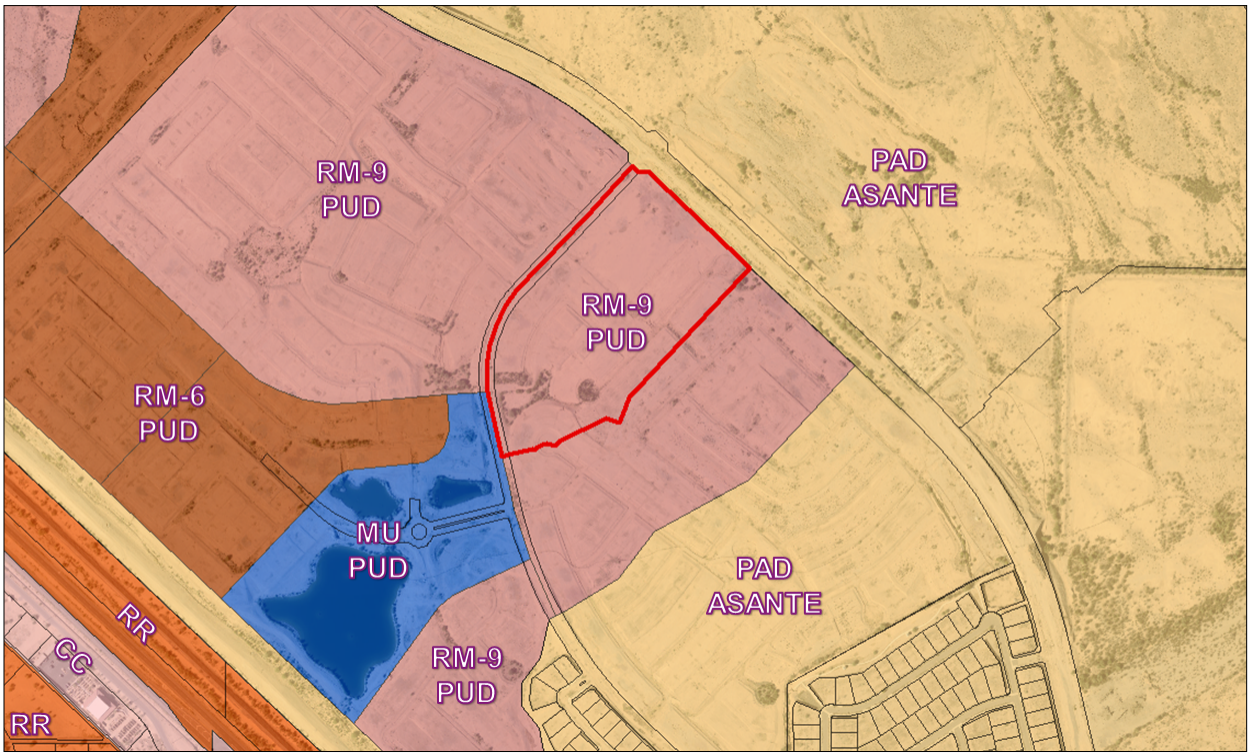
Preliminary Plat

REPORT TO THE CITY COUNCIL

Case:	**FS18-647**
Project Name:	Heritage Asante Parcel 2
Council District:	**1** – ACACIA
Meeting Date:	**August 6, 2019**
Planner:	Sergio Angulo

Owner:	LCD Asante, LLC.
Applicant:	Zach Hilgart with Hilgart Wilson, LLC.
Request:	Preliminary Plat for 104 Lots.
Site Location:	Generally west of 163rd Avenue and north of Grand Avenue
Site Size:	22.48 Acres
Density:	4.6 Dwelling Units per Acre
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-647.
Support/Opposition:	None known.
Recommendation:	On May 2, 2019 the Planning and Zoning Commission recommend **approval** of the Preliminary Plat, Case FS18-647, to the Mayor and City Council.

Existing Land Zoning:



RM-9 PUD / PAD Asante (M/HDR)	PAD Asante (M/HDR)	PAD Asante (M/HDR)
Mixed Use PUD / RM-9 PUD	**RM-9 PUD**	RM-9 PUD
Mixed Use PUD	RM-9 PUD / Mixed Use PUD	RM-9 PUD

Background:

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The Mayor and City Council approved the Asante Planned Area Development.

July 27, 2006: The Asante North Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

July 27, 2006: The Mayor and City Council approved the Asante North Planned Area Development.

September 19, 2017: The Mayor and City Council approved the Rezone for of the subject property for the Asante Paradiso Active Adult Community.

February 15, 2018: A Concept Review meeting was held for the current proposal under case CR18-047.

September 26, 2018: The applicant filed a related request for a Preliminary Plat under case FS18-647, the subject case.

January 22, 2019: The Community Development Director approved a Minor Zoning Amendment to the Paradiso Asante PUD to modify certain development standards for the subject site.

April 2, 2019: The Mayor and City Council approved the Master Plat for Heritage Asante Phase 1.

May 2, 2019: The Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-647, to the Mayor and City Council.

Project Description:

Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision on approximately 22 acres in parcel 2 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue. The applicant proposes 104 residential lots and landscape tracts for open space and retention.

The subject property is zoned RM-9 with a PUD Overlay. This development proposes 104 single-family detached homes and a total density of 4.6 dwelling units per acre which is consistent with the approved PUD Overlay. The typical lot size proposed in this subdivision is 50' x 85'. This development dedicates approximately 4.83 acres (24.25%) for open space which includes shaded seating area in Tract C. The multi-use amenity parcel (Parcel 4) is located directly southwest of the subject parcel. Additional landscape and retention basins also contribute to the total open space.

The proposed subdivision shows three (3) access points into the site; two (2) located on the west side from Asante Boulevard and the other located on the east side from Fallen Leaf Lane. Access into this community will be restricted with gates at the entrance on Asante Boulevard north of 173rd Avenue. The project proposes good pedestrian connectivity from the residential lots to the open space tracts, to the proposed sidewalks along Asante Boulevard and Pat Tillman Boulevard, and to the future development to the southeast (Heritage Asante Parcel 1).

This Preliminary Plat application is in conjunction with a related Final Plat application which will be presented to the Mayor and City Council for action on August 6, 2019.

Reviewing Agencies:

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

Summary:

The proposed Preliminary Plat meets the requirements of the Asante Paradiso PUD, the Surprise Municipal Code, and the General Plan.

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan 2035
- The proposed Preliminary Plat is consistent with the Paradiso Asante PUD as amended under case FS18-422.
- The reviewing agencies have indicated no objections to the request

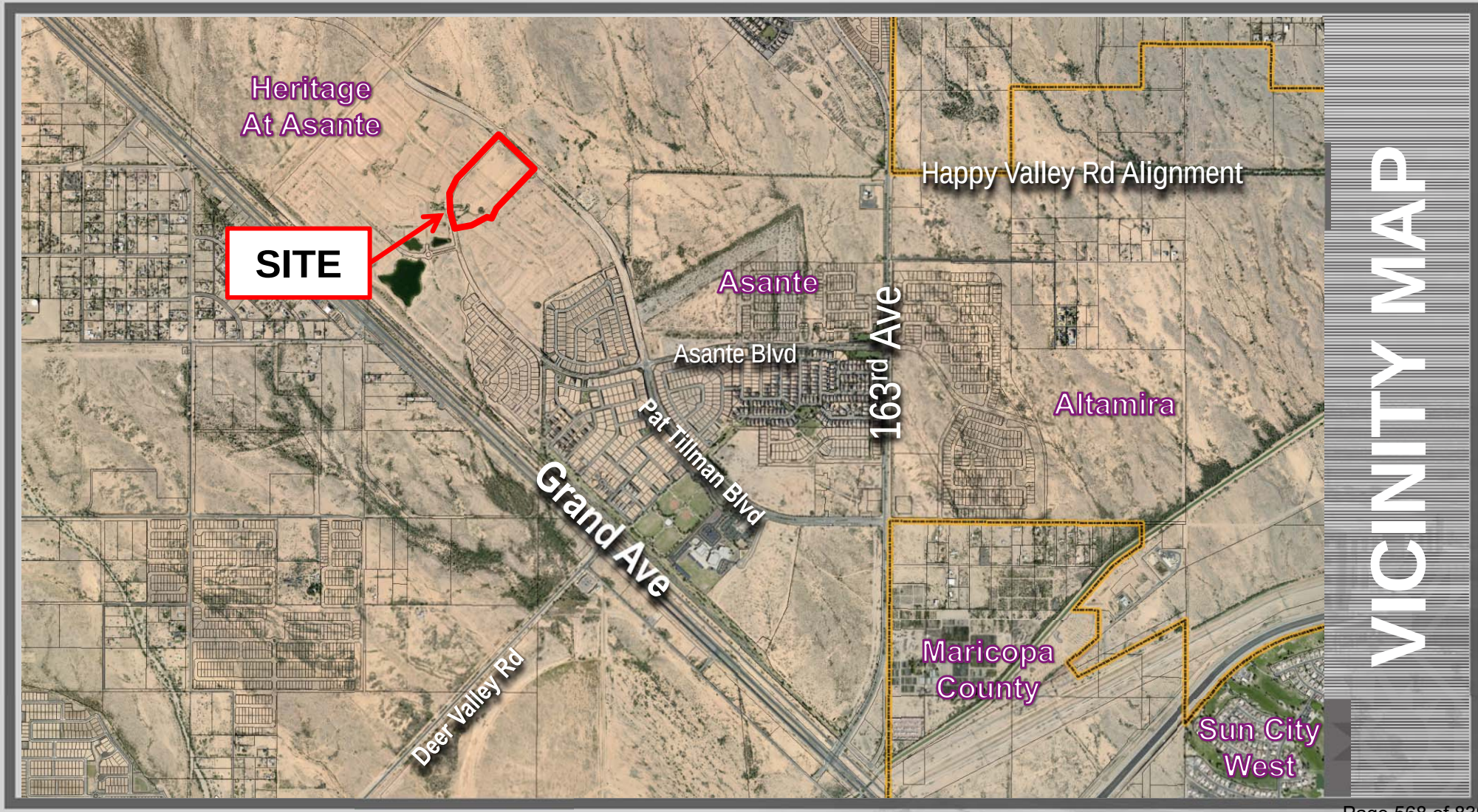
Recommendation:

On May 2, 2019 the Planning and Zoning Commission recommend **approval** of the Preliminary Plat, Case FS18-647, to the Mayor and City Council.

However, should the City Council wish to **deny** of the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Phase 1 Site Plan
03 Preliminary Plat
04 Landscape Plans


Heritage
At Asante
SITE
Happy Valley Rd Alignment
Asante
Asante Blvd
163rd Ave
Altamira
Pat Tillman Blvd
Grand Ave
Deer Valley Rd
Maricopa
County
Sun City
West
VICINITY MAP

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HILGARTWILSON

PROJ NO.:	1909
DATE:	MARCH 2019
SCALE:	1"=180'
DRAWN:	HW
DESIGNED:	HW
APPROVED:	ZH

SHT. 1 OF 1
DWG. NO. 1

HERITAGE ASANTE

CITY OF SURPRISE, ARIZONA

SITE PLAN

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

REV.:

U:\1909\1909ENGR\PARADISO ASANTE\EXHIBITS\1909-SITE LAYOUT EXHIBIT.dwg 3/7/2019 3:01 PM

PRELIMINARY PLAT FOR
HERITAGE ASANTE - PARCEL 2
SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

A 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;

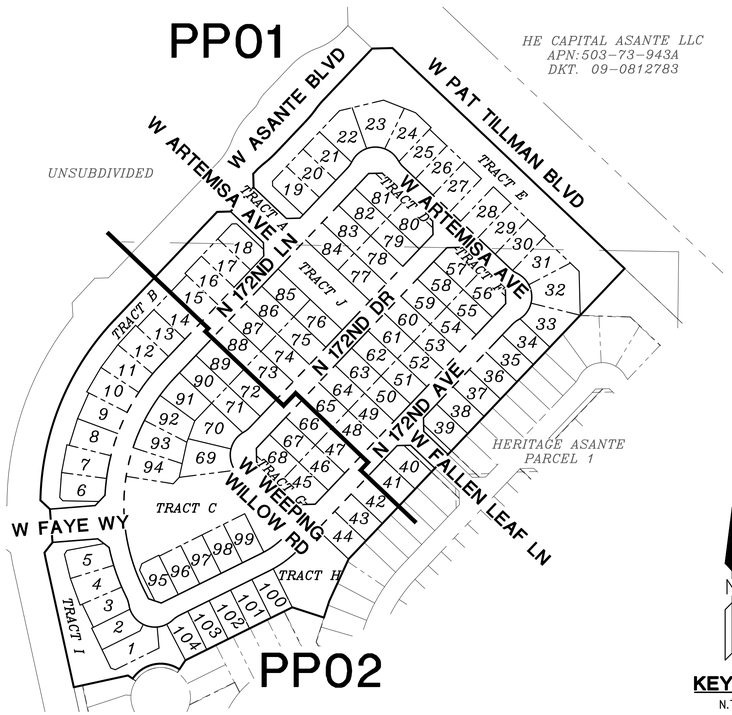
THENCE SOUTH 55°29'29" EAST, 79.77 FEET;

THENCE SOUTH 81°10'07" EAST, 53.02 FEET;

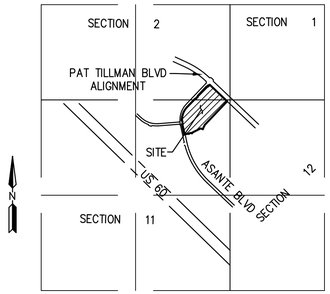
THENCE SOUTH 89°45'19" EAST, 192.09 FEET;

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.**



KEYMAP
N.T.S.



VICINITY MAP
NOT TO SCALE

ENGINEER

HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZHILGART@HILGARTWILSON.COM

OWNER

LCD ASANTE LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282
PHONE: (480) 777-4625
CONTACT: TODD SKORO

BASIS OF BEARING

S00°43'44"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE FINAL PLAT FOR ASANTE PHASE ONE, UNIT FIVE, RECORDED IN BOOK 888, PAGE 20 OF MARICOPA COUNTY RECORDS.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB
RETURN ON PAT TILLMAN BOULEVARD, 500± WEST
OF 163RD AVENUE STAMPED "CITY OF SURPRISE
PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

SHEET INDEX

CV01	COVER SHEET
CV02	NOTES & DETAILS
PP01-PP02	PRELIMINARY PLAT

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

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

REV.:

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

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
53637
ZACH
HILGART
Date Signed 12-3-18
SCOTTSDALE, AZ

HERITAGE ASANTE - PARCEL 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON	
PROJ NO.:	1909
DATE:	FEB 2019
SCALE:	N.T.S.
DRAWN:	HW
DESIGNED:	HW
APPROVED:	ZH

DWG. NO.
CV01
SHT. 1 OF 4

FS18-647

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

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U:\1900\1909\ENGR\PARADISO ASANTE\PARCEL 2\PLANS\PRE-PLAT\1909-CV01.dwg 2/13/2019 8:04 AM

LOT TABLE

LOT NO.	AREA (SQ.FT)	AREA (ACRES)
1	5909	0.14
2	4636	0.11
3	4592	0.11
4	5095	0.12
5	5023	0.12
6	4990	0.11
7	5094	0.12
8	4800	0.11
9	4800	0.11
10	5094	0.12
11	5094	0.12
12	4951	0.11
13	4500	0.10
14	4500	0.10
15	4500	0.10
16	4750	0.11
17	4750	0.11
18	4675	0.11
19	4725	0.11
20	4750	0.11
21	4739	0.11

LOT NO.	AREA (SQ.FT)	AREA (ACRES)
22	6007	0.14
23	7108	0.16
24	5298	0.12
25	4742	0.11
26	4750	0.11
27	4750	0.11
28	5000	0.11
29	5000	0.11
30	5000	0.11
31	5619	0.13
32	7903	0.18
33	5878	0.13
34	4475	0.10
35	4500	0.10
36	4500	0.10
37	4500	0.10
38	4500	0.10
39	4450	0.10
40	4450	0.10
41	4500	0.10
42	4500	0.10

LOT NO.	AREA (SQ.FT)	AREA (ACRES)
43	4500	0.10
44	4738	0.11
45	4279	0.10
46	4255	0.10
47	4255	0.10
48	4255	0.10
49	4255	0.10
50	4255	0.10
51	4255	0.10
52	4255	0.10
53	4255	0.10
54	4255	0.10
55	4255	0.10
56	4279	0.10
57	4279	0.10
58	4255	0.10
59	4255	0.10
60	4255	0.10
61	4255	0.10
62	4255	0.10
63	4255	0.10

LOT NO.	AREA (SQ.FT)	AREA (ACRES)
64	4255	0.10
65	4255	0.10
66	4255	0.10
67	4255	0.10
68	4279	0.10
69	6411	0.15
70	6020	0.14
71	4630	0.11
72	4650	0.11
73	4650	0.11
74	4650	0.11
75	4650	0.11
76	4650	0.11
77	4650	0.11
78	4650	0.11
79	4650	0.11
80	4786	0.11
81	4786	0.11
82	4650	0.11
83	4650	0.11
84	4650	0.11

LOT NO.	AREA (SQ.FT)	AREA (ACRES)
85	4650	0.11
86	4650	0.11
87	4650	0.11
88	4650	0.11
89	4650	0.11
90	4650	0.11
91	5262	0.12
92	5211	0.12
93	5618	0.13
94	5757	0.13
95	4500	0.10
96	4500	0.10
97	4500	0.10
98	4500	0.10
99	4500	0.10
100	4501	0.10
101	4500	0.10
102	4500	0.10
103	4500	0.10
104	4500	0.10

TRACT TABLE

TRACT	AREA (ACRES)	USE
TRACT A	3.75	COMMON AREA, DRAINAGE & PRIVATE ACCESSWAY
TRACT B	0.76	COMMON AREA
TRACT C	0.99	COMMON AREA & DRAINAGE
TRACT D	0.11	COMMON AREA
TRACT E	1.65	COMMON AREA & DRAINAGE
TRACT F	0.03	COMMON AREA
TRACT G	0.03	COMMON AREA
TRACT H	0.38	COMMON AREA & DRAINAGE
TRACT I	0.57	COMMON AREA
TRACT J	0.36	COMMON AREA & DRAINAGE
TRACT K	0.02	COMMON AREA
TRACT L	0.02	COMMON AREA

*COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPE, PEDESTRIAN PATHS, AND/OR AMENITIES.

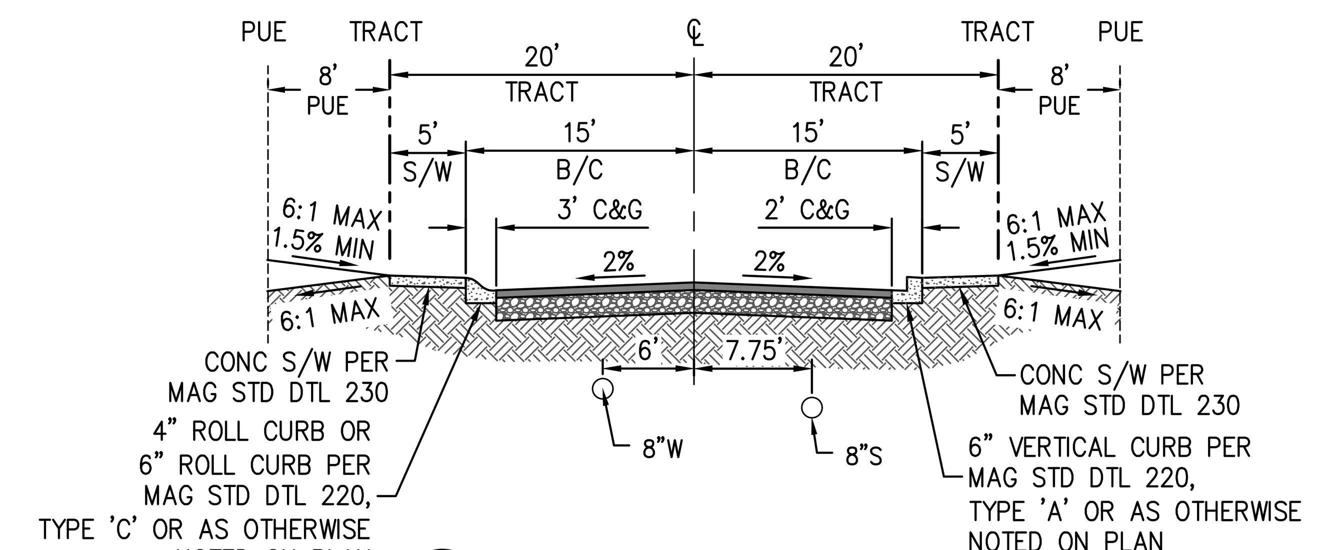
LEGEND

(solid heavy line)	BOUNDARY LINE
(long dash – short dash line)	CENTER LINE
(line – dash dash – line)	RIGHT OF WAY
(line – dash dash – line)	PARCEL LINE
(dashed 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
(arrow)	FLOW ARROW
(double line)	4" ROLL CURB & GUTTER
(hatched line)	6" ROLL CURB & GUTTER
(triple line)	VERTICAL CURB & GUTTER

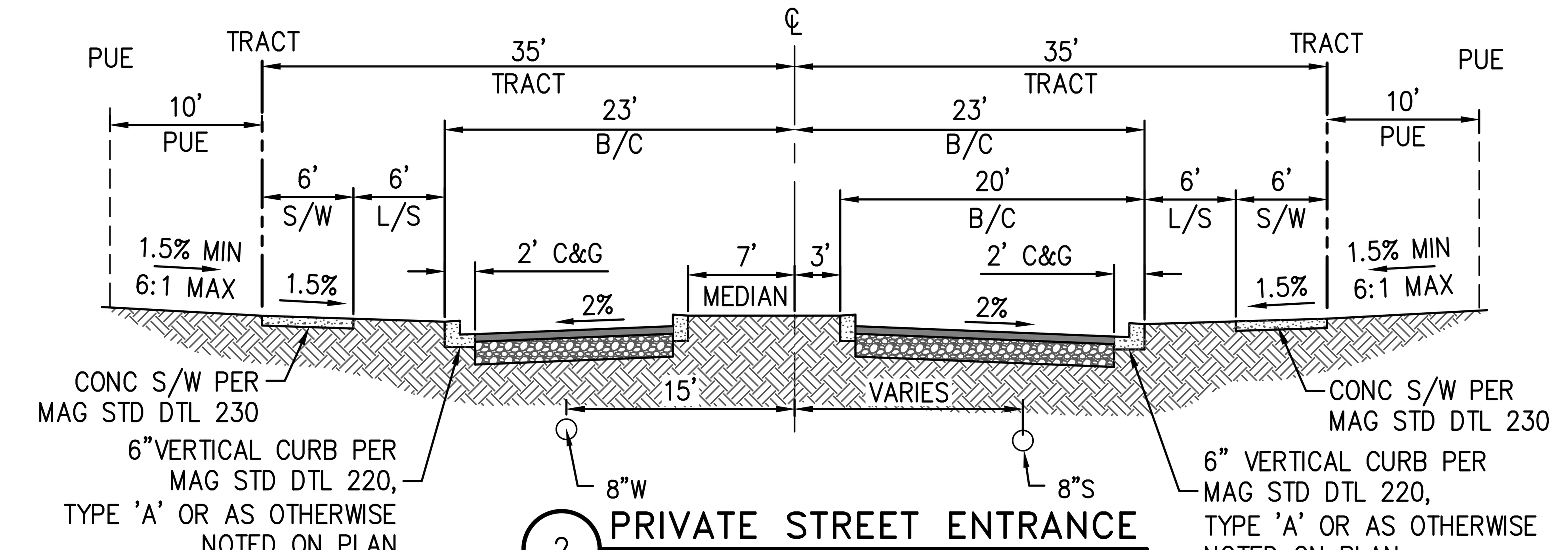
SITE SUMMARY TABLE	
	PARCEL 2
OVERALL GROSS AREA (ACRES)	22.48
OVERALL NET (*) AREA (ACRES)	19.92
TOTAL NUMBER OF LOTS: SINGLE FAMILY	104
TOTAL OPEN SPACE (ACRES)	4.83
TOTAL PERCENTAGE OF OPEN SPACE (%)	24.25
MINIMUM LOT SIZE (SF)	4,255
AVERAGE LOT SIZE (SF)	4,744
MAXIMUM LOT SIZE (SF)	7,903
MINIMUM LOT WIDTH (FT)	50'
MINIMUM LOT DEPTH (FT)	85'
DENSITY (DU/AC): PER GROSS AREA	4.6
TAX ASSESSORS PARCEL NUMBER	503-73-770
*NET EXCLUDES W. ASANTE BLVD & N. PAT TILLMAN BLVD	

DEVELOPMENT STANDARDS TABLE – PER PARADISO ASANTE PUD, FS-17-010, OR SUBSEQUENT AMENDMENTS	
ZONING	RM-9 PUD
TYPICAL LOT	50' X 85'
MIN. AREA	4,250 SF
MIN. WIDTH	50'
MIN. DEPTH	85'
BUILDING SETBACKS (2)	
FRONT	20/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)
SIDE (2)	5'/8'
STREET SIDE (2)(3)	13'
REAR (2)	10'
REAR ADJ. TO ARTERIAL (2)(7)(8)	15'
MIN. DISTANCE BETWEEN HOUSES	10'
BLDG. HEIGHT	30'
LOT COVERAGE	70%

(2) NON-STRUCTURAL ELEMENTS SUCH AS FIREPLACES, BAY WINDOWS, POP-OUTS, PERGOLAS OR PATIO COVERS MAY ENCROACH NO MORE THAN 3' INTO FRONT AND SIDE SETBACKS AND 10' INTO REAR SETBACKS PROVIDED THAT A PATIO COVER MAY NOT EXTEND TO A POINT CLOSER THAN 10' FROM THE REAR PROPERTY LINE EXCEPT FOR CLUSTER TYPE & Z LOT HOMES.
(3) DOES NOT APPLY IF LANDSCAPE TRACT IS USED (8' MIN).
(4) TWO ADJACENT MULTI-STORY HOUSES MUST BE SEPARATED BY NOT LESS THAN 13 FEET, AND A MULTI-STORY HOUSE AND AN ADJACENT SINGLE STORY HOUSE MUST BE SEPARATED BY NOT LESS THAN 10 FEET.
(5) IF ANY PORTION OF MULTI-STORY HOUSE HAS ONLY ONE STORY ADJACENT TO THE SIDE YARD PROPERTY LINE, THE SINGLE-STORY SETBACKS WILL APPLY.
(6) NO DRIVEWAY SHALL BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM FACE OF GARAGE TO THE BACK OF SIDEWALK.
(7) IF THE PORTION OF A MULTI-STORY HOUSE OR STRUCTURE WHICH ABUTS ON AN ARTERIAL STREET IN THE REAR IS SINGLE-STORY, THEN THE REAR SETBACK SHALL NOT BE LESS THAN 20 FEET AS MEASURED FROM THE PROPERTY LINE.
(8) IF TWO ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS FOLLOWS:
  (A) IF THE ADJACENT HOUSE OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR SETBACK SHALL BE 20-FEET (20') FOR ONE AND 25 FEET (25') FOR THE OTHER; OR
  (B) IF THE ADJACENT HOUSE OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR SETBACK SHALL BE 25-FEET (25') FOR ONE AND 30-FEET (30') FOR THE OTHER; OR
  (C) IF A MULTI-STORY HOUSE IS ADJACENT TO A SINGLE-STORY HOUSE, THEN THE SETBACKS ESTABLISHED IN SUBSECTIONS 1 AND 2 SHALL APPLY; AND
  (D) IF THREE OR MORE ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS PROVIDED ABOVE SO THAT NOT MORE THAN TWO ADJACENT HOUSES OR STRUCTURES MAY HAVE THE SAME REAR SETBACK
(9) IF A LANDSCAPE TRACT WITH THE FOLLOWING DIMENSIONS IS CONSTRUCTED BETWEEN THE REAR PROPERTY LINES OF ADJACENT LOTS WHICH ABUT AN ARTERIAL STREET IN THE REAR, AND THE RIGHT-OF-WAY OF THE ARTERIAL STREET, THEN THE REAR SETBACKS ESTABLISHED IN SUBSECTION 8. (D) OF THIS SECTION SHALL APPLY. THE AVERAGE WIDTH OF SUCH LANDSCAPE TRACT SHALL NOT BE LESS THAN 15-FEET (15'). THE NARROWEST PART OF THE TRACT MUST BE 10-FEET (10') OR GREATER IN WIDTH. NOT LESS THAN 50-PERCENT (50%) OF THE LANDSCAPE TRACT, AS MEASURED ALONG THE LINEAL BOUNDARY BETWEEN THE TRACT AND THE ADJACENT LOTS, MUST BE 15-FEET (15') IN WIDTH OR GREATER.
(10) IF A HOUSE OR OTHER STRUCTURE ABUTS AN ARTERIAL STREET ON THE SIDE, THEN THE WIDER OF THE TWO SIDE SETBACKS APPLICABLE TO THE HOUSE OR STRUCTURE SHALL BE ON THE SIDE WHICH ABUTS THE ARTERIAL STREET AND SHALL BE INCREASED BY 5 ADDITIONAL FEET (5'). FOR EXAMPLE, IF THE SIDE SETBACKS OF A HOUSE OR STRUCTURE WHICH ABUTS AN ARTERIAL STREET ON THE SIDE WOULD ORDINARILY BE 8-FEET (8') AND 5-FEET (5'), THEN THE 8-FEET (8') SETBACK SHALL BE INCREASED TO 13-FEET (13') AND SHALL APPLY TO THE SIDE OF THE HOUSE OR STRUCTURE WHICH ABUTS THE ARTERIAL STREET, AND THE OTHER SIDE SETBACK SHALL REMAIN 5-FEET (5').



1 PRIVATE STREET
4"/6" ROLL OR 6" VERTICAL CURB
N.T.S.



2 PRIVATE STREET ENTRANCE
6" VERTICAL CURB
N.T.S.

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PHOENIX, AZ 85016 www.hilgartwilson.com

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 53637 ZACH HILGART Date Signed 2-13-19 ARIZONA U.S.A.

HERITAGE ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON
PROJ NO.: 1909
DATE: FEB 2019
SCALE: N.T.S.
DRAWN: HW
DESIGNED: HW
APPROVED: ZH

DWG. NO.
CV02
SHT. 1 OF 4

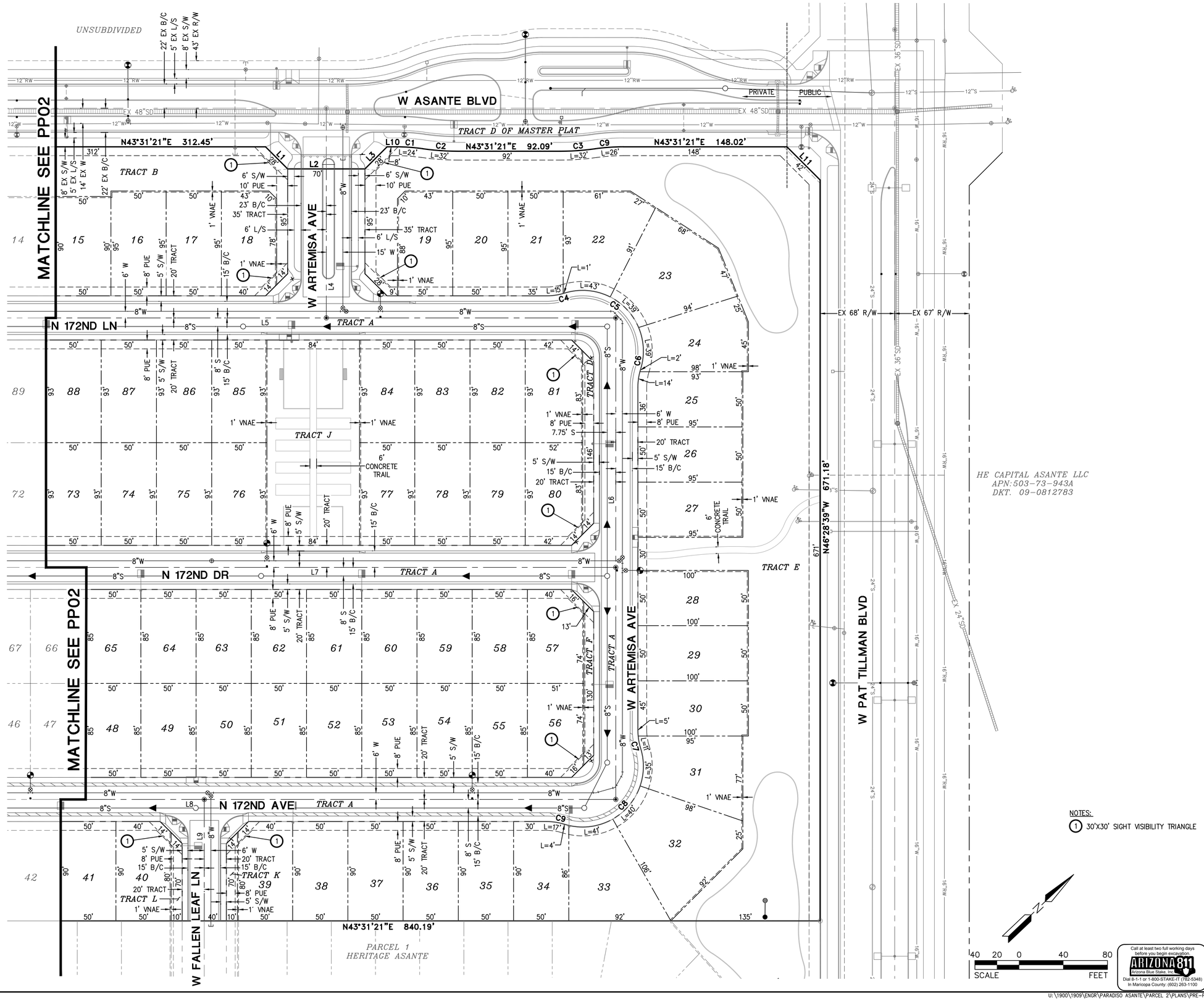
FS18-647

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

U:\1900\1909\ENGR\PARADISO ASANTE\PARCEL 2\PLANS\PRE-PLAT\1909-CV02.dwg 2/13/2019 8:04 AM

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	172.00'	8°06'35"	24.34'
C2	228.00'	8°06'35"	32.27'
C3	228.00'	7°57'41"	31.68'
C4	55.00'	17°20'29"	16.65'
C5	55.00'	124°40'58"	119.69'
C6	55.00'	124°40'58"	119.69'
C7	55.00'	17°20'29"	16.65'
C8	55.00'	124°40'58"	119.69'
C9	187.00'	7°57'41"	25.98'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°31'21"E	28.28'
L2	S43°31'21"W	70.00'
L3	N01°28'39"W	28.28'
L4	S46°28'39"E	190.00'
L5	N43°31'21"E	629.55'
L6	S46°28'39"E	436.19'
L7	S43°31'21"W	660.00'
L8	S43°31'21"W	711.37'
L9	S46°28'39"E	110.00'
L10	N43°31'21"E	8.07'
L11	N88°31'21"E	42.44'



NOTES:
1. 30'X30' SIGHT VISIBILITY TRIANGLE

SCALE 40 20 0 40 80 FEET

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CERTIFICATE NO. 53637
ZACH HILGART
Date Signed 2-12-19
ARIZONA, U.S.A.

HERITAGE ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON
PROJ NO.: 1909
DATE: FEB 2019
SCALE: 1" = 40'
DRAWN: HW
DESIGNED: HW
APPROVED: ZH

DWG. NO.
PP01
SHT. 3 OF 4

FS18-647

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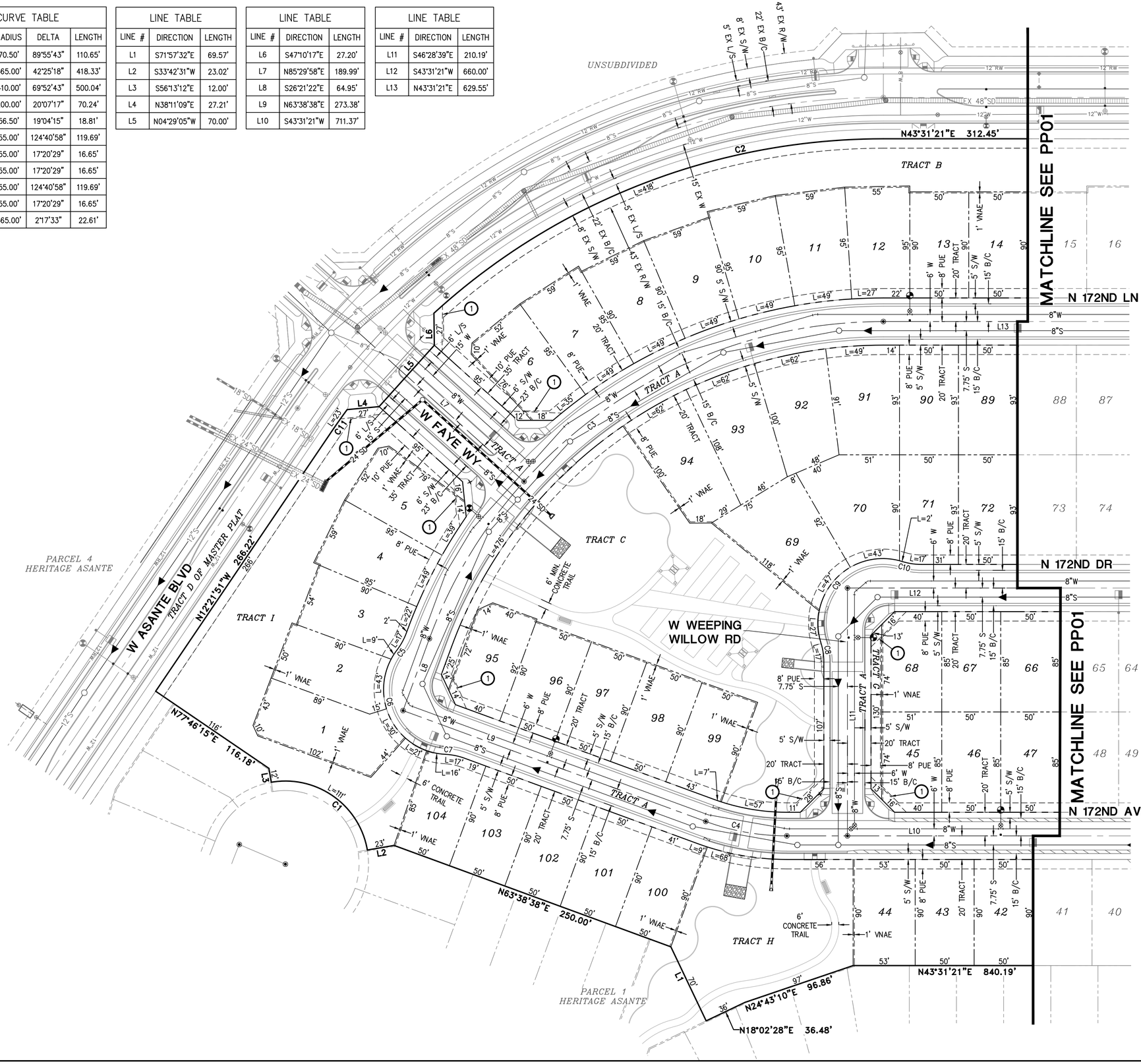
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	70.50'	89°55'43"	110.65'
C2	565.00'	42°25'18"	418.33'
C3	410.00'	69°52'43"	500.04'
C4	200.00'	20°07'17"	70.24'
C5	56.50'	19°04'15"	18.81'
C6	55.00'	124°40'58"	119.69'
C7	55.00'	17°20'29"	16.65'
C8	55.00'	17°20'29"	16.65'
C9	55.00'	124°40'58"	119.69'
C10	55.00'	17°20'29"	16.65'
C11	565.00'	2°17'33"	22.61'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S71°57'32"E	69.57'
L2	S33°42'31"W	23.02'
L3	S56°13'12"E	12.00'
L4	N38°11'09"E	27.21'
L5	N04°29'05"W	70.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	S47°10'17"E	27.20'
L7	N85°29'58"E	189.99'
L8	S26°21'22"E	64.95'
L9	N63°38'38"E	273.38'
L10	S43°31'21"W	711.37'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	S46°28'39"E	210.19'
L12	S43°31'21"W	660.00'
L13	N43°31'21"E	629.55'



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REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 53637
ZACH HILGART
Date Signed 12-4-19
Sheets Listed Below

HERITAGE ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON
PROJ NO.: 1909
DATE: FEB 2019
SCALE: 1" = 40'
DRAWN: HW
DESIGNED: HW
APPROVED: ZH

DWG. NO.
PP02
SHT. 4 OF 4

FS18-647

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TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY
	Fraxinus velutina ARIZONA ASH	24" BOX STANDARD	-
	Olea europaea 'Swan Hill' SWAN HILL OLIVE	24" BOX STANDARD	-
	Olea europaea 'Swan Hill' SWAN HILL OLIVE	18" BOX STANDARD	-
	Pinus eldarica MONDEL PINE	24" BOX STANDARD	-
	Quercus virginiana SOUTHERN LIVE OAK	24" BOX STANDARD	-

SHRUB PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION	1 GAL.	30" O.C.	-
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.	-
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.	-
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOPSEED BUSH	5 GAL.	5'-0" O.C.	-
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.	-
	LEUCOPHYLLUM F. 'GREEN CLOUD' GREEN CLOUD SAGE	5 GAL.	5'-0" O.C.	-
	LEUCOPHYLLUM LANGIAMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.	-
	MUHLENBERGIA C. 'REGAL MIST' PINK MUHLY	5 GAL.	3'-0" O.C.	-
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	5 GAL.	4'-0" O.C.	-
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL.	4'-0" O.C.	-
	SENNA ARTEMISIOIDES FEATHERY SENNA	5 GAL.	5'-0" O.C.	-
	TEUCRIUM CHAMAEDRYS GERMANDER	1 GAL.	24" O.C.	-
	TEUCRIUM FRUTICANS 'COMPACTA' GERMANDER	1 GAL.	24" O.C.	-
	OLEA EUROPAEA 'MONTRA' LITTLE OLIVE	5 GAL.	5'-0" O.C.	-

GROUNDCOVER PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	5 GAL.	6'-0" O.C.	-

DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED
TURF	MIDIRON SOD

NORTH
SCALE: 1"=60'-0"

PARADISO ASANTE - Parcel 2

Lennar Homes | Surprise, AZ | October 24, 2018

Preliminary Landscape Plan

SMP ENVIRONMENTAL DESIGN

ADJACENT PROPERTY
NOT A PART OF THIS
PLAN SET

ADJACENT PROPERTY
NOT A PART OF THIS
PLAN SET

ADJACENT PROPERTY
NOT A PART OF THIS
PLAN SET

WALL LEGEND

- PERIMETER THEME WALL
- THEME WALL PANEL
- PARTIAL VIEW WALL
- NOT SHOWN — BUILDER WALL
- THEME PILASTER

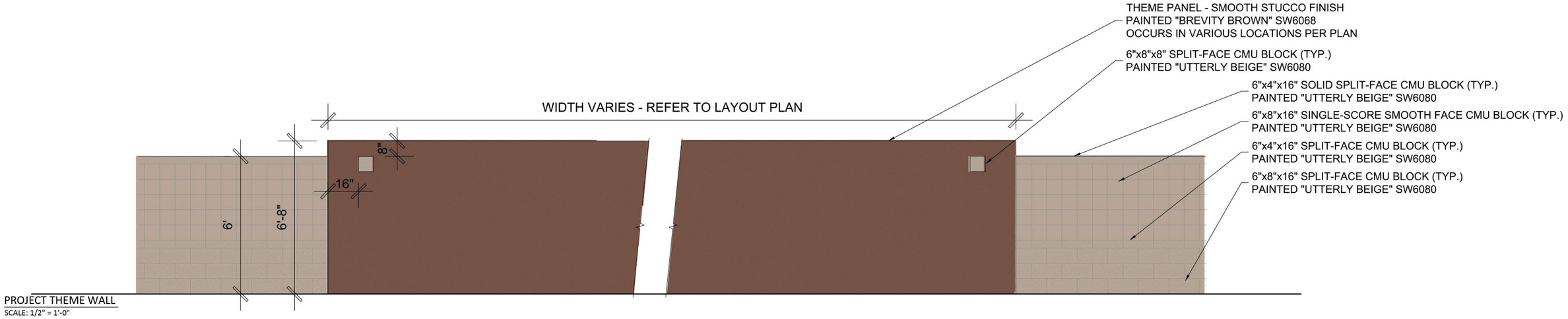
NORTH
SCALE: 1"=60'-0"

PARADISO ASANTE - Parcel 2

Lennar Homes | Surprise, AZ | November 19, 2018

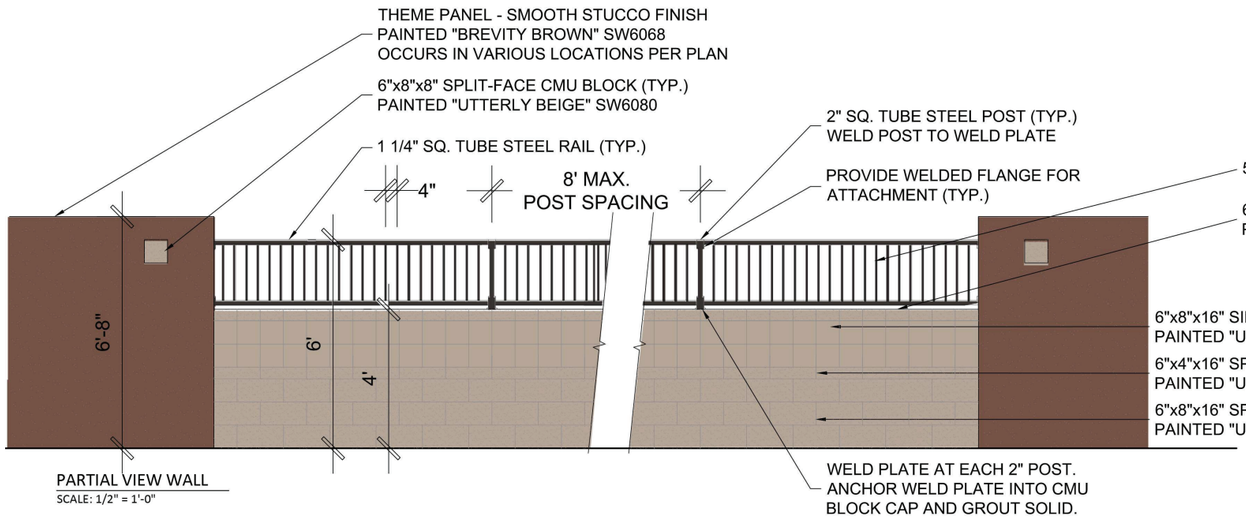
Preliminary Wall Plan

SMP ENVIRONMENTAL DESIGN

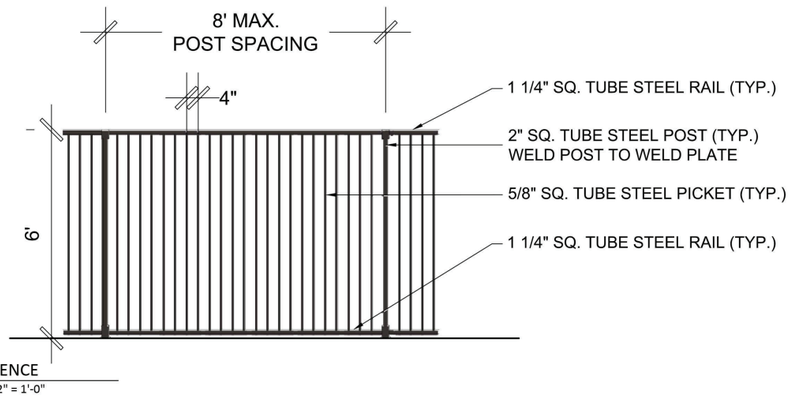


PROJECT THEME WALL
SCALE: 1/2" = 1'-0"

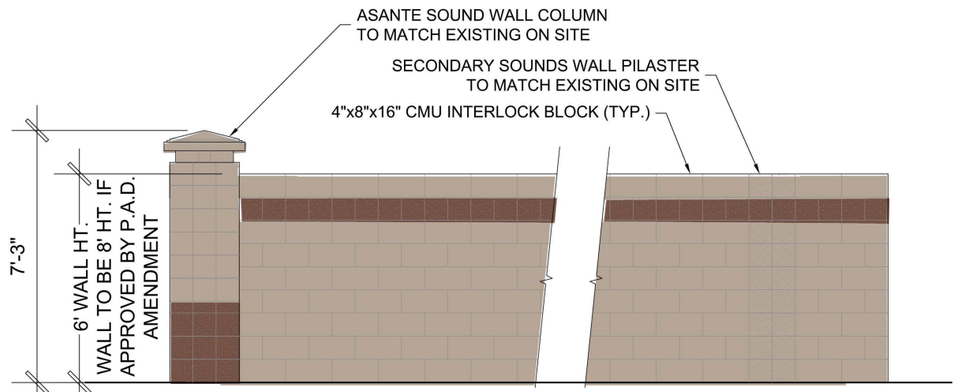
* ALL STEEL FENCING TO BE CARDINAL INDUSTRIES COLOR "TEXTURED RUST" BR-47



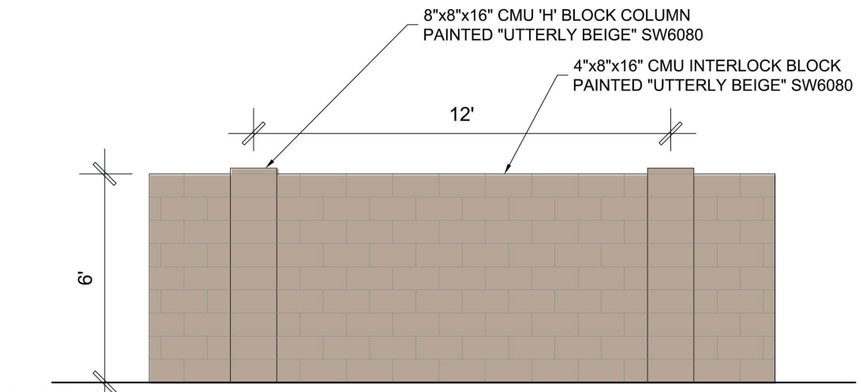
PARTIAL VIEW WALL
SCALE: 1/2" = 1'-0"



VIEW FENCE
SCALE: 1/2" = 1'-0"



SOUND WALL
SCALE: 1/2" = 1'-0"



BUILDER WALL
SCALE: 1/2" = 1'-0"

PARADISO ASANTE - Parcel 2

Lennar Homes | Surprise, AZ | October 24, 2018

Preliminary Wall Details

SMP ENVIRONMENTAL DESIGN

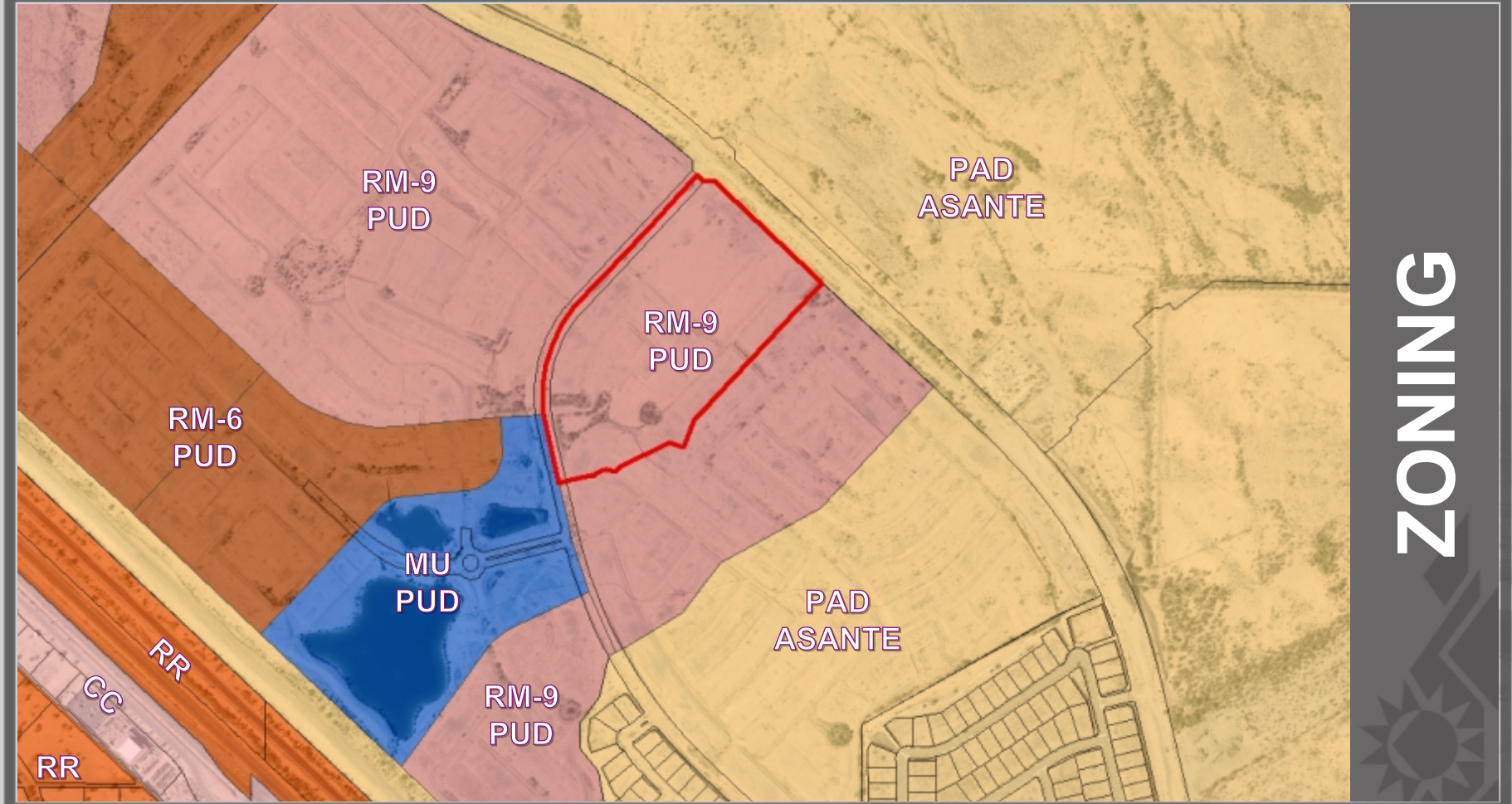
SURPRISE
ARIZONA

Heritage Asante Parcel 2 Preliminary Plat

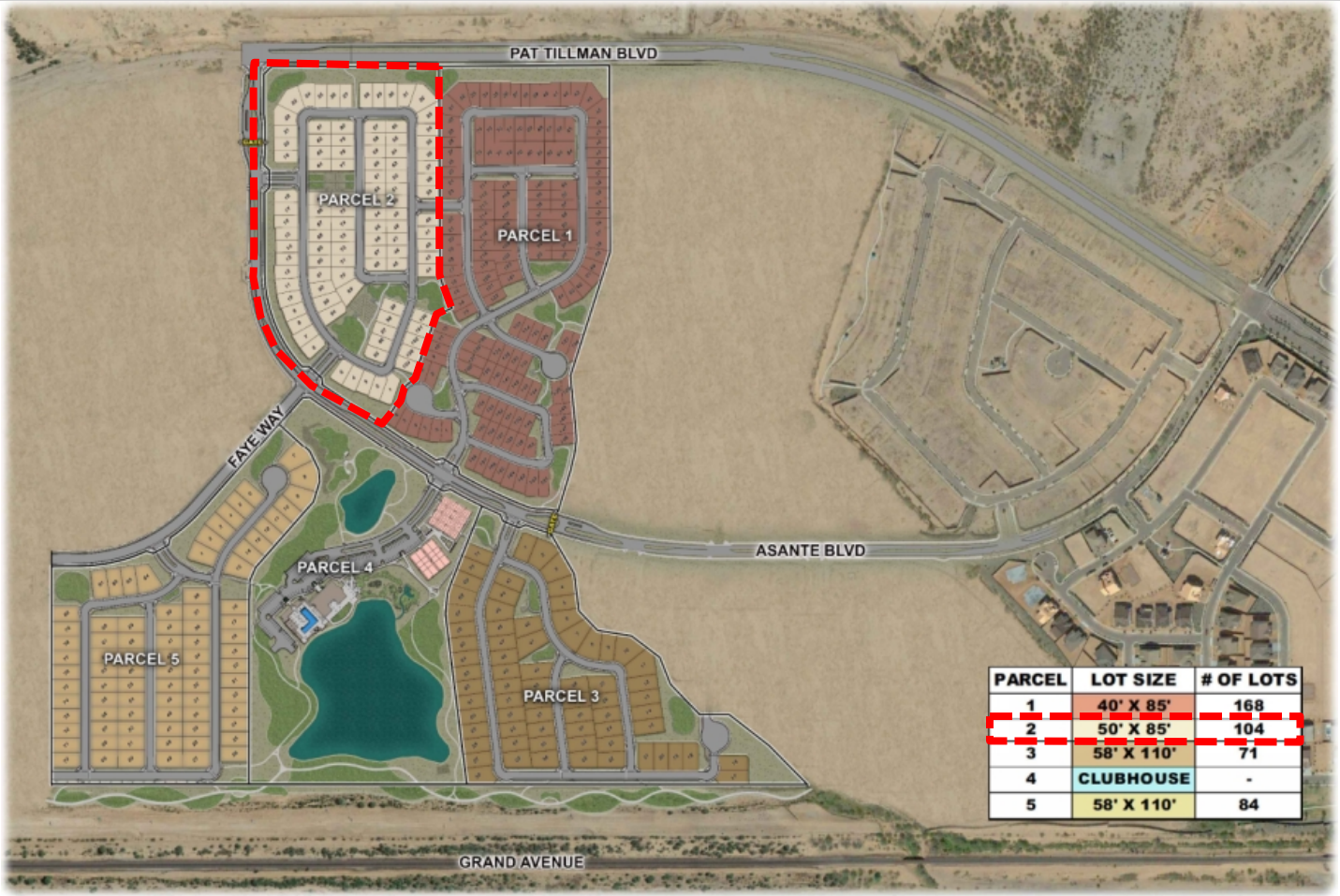
City Council

August 6, 2019

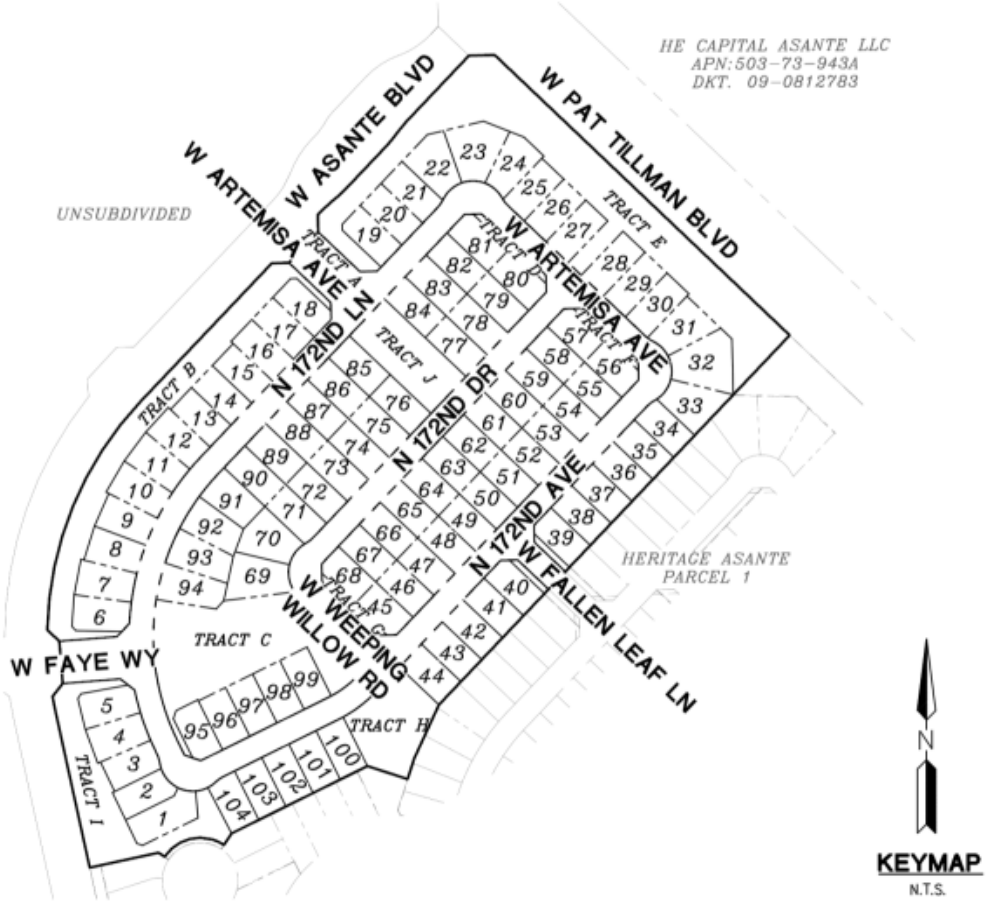
VICINITY MAP


RM-9
PUD
PAD
ASANTE
RM-9
PUD
RM-6
PUD
MU
PUD
PAD
ASANTE
RR
CC
RM-9
PUD
RR
ZONING

HERITAGE ASANTE PHASE 1



PARCEL	LOT SIZE	# OF LOTS
1	40' X 85'	168
2	50' X 85'	104
3	58' X 110'	71
4	CLUBHOUSE	-
5	58' X 110'	84



PRELIMINARY PLAT

LANDSCAPE PLAN

TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY
	Fraxinus velutina ARIZONA ASH	24" BOX STANDARD	-
	Olea europaea 'Swan Hill' SWAN HILL OLIVE	24" BOX STANDARD	-
	Olea europaea 'Swan Hill' SWAN HILL OLIVE	15" BOX STANDARD	-
	Pinus eldarica MONDEL PINE	24" BOX STANDARD	-
	Quercus virginiana SOUTHERN LIVE OAK	24" BOX STANDARD	-

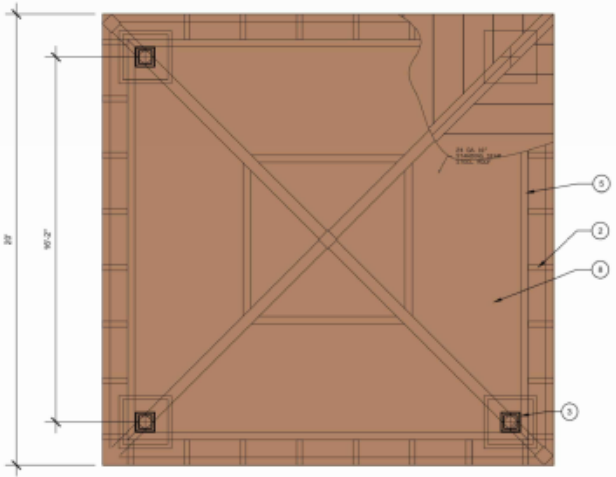
SHRUB PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION	1 GAL.	30" O.C.	-
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.	-
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.	-
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOPSEED BUSH	5 GAL.	5'-0" O.C.	-
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.	-
	LEUCOPHYLLUM F. 'GREEN CLOUD' GREEN CLOUD SAGE	5 GAL.	5'-0" O.C.	-
	LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	5'-0" O.C.	-
	MUHLENBERGIA C. 'REGAL MIST' PINK MUHLY	5 GAL.	3'-0" O.C.	-
	MUHLENBERGIA E. 'EL TORO' BULL GRASS	5 GAL.	4'-0" O.C.	-
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL.	4'-0" O.C.	-
	SENNA ARTEMISIOIDES FEATHERY SENNA	5 GAL.	5'-0" O.C.	-
	TEUCRIUM CHAMAEDRYS GERMANDER	1 GAL.	24" O.C.	-
	TEUCRIUM FRUTICANS COMPACTA' GERMANDER	1 GAL.	24" O.C.	-
	OLEA EUROPAEA 'MONTRA' LITTLE OLIVE	5 GAL.	5'-0" O.C.	-

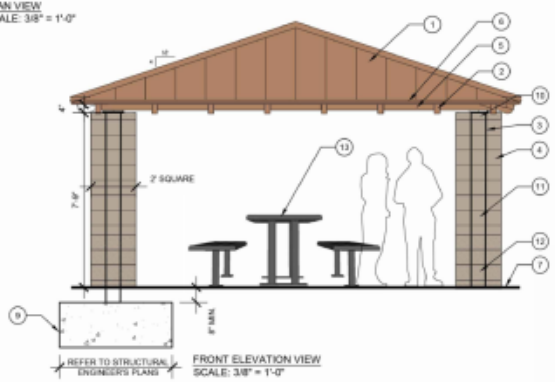
GROUNDCOVER PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	5 GAL.	6'-0" O.C.	-
	DECOMPOSED GRANITE 'EXPRESS BROWN'	1" SCREENED		
	TURF	MEDRON 9030		

NORTH



PLAN VIEW
SCALE: 3/8" = 1'-0"



FRONT ELEVATION VIEW
SCALE: 3/8" = 1'-0"

LEGEND

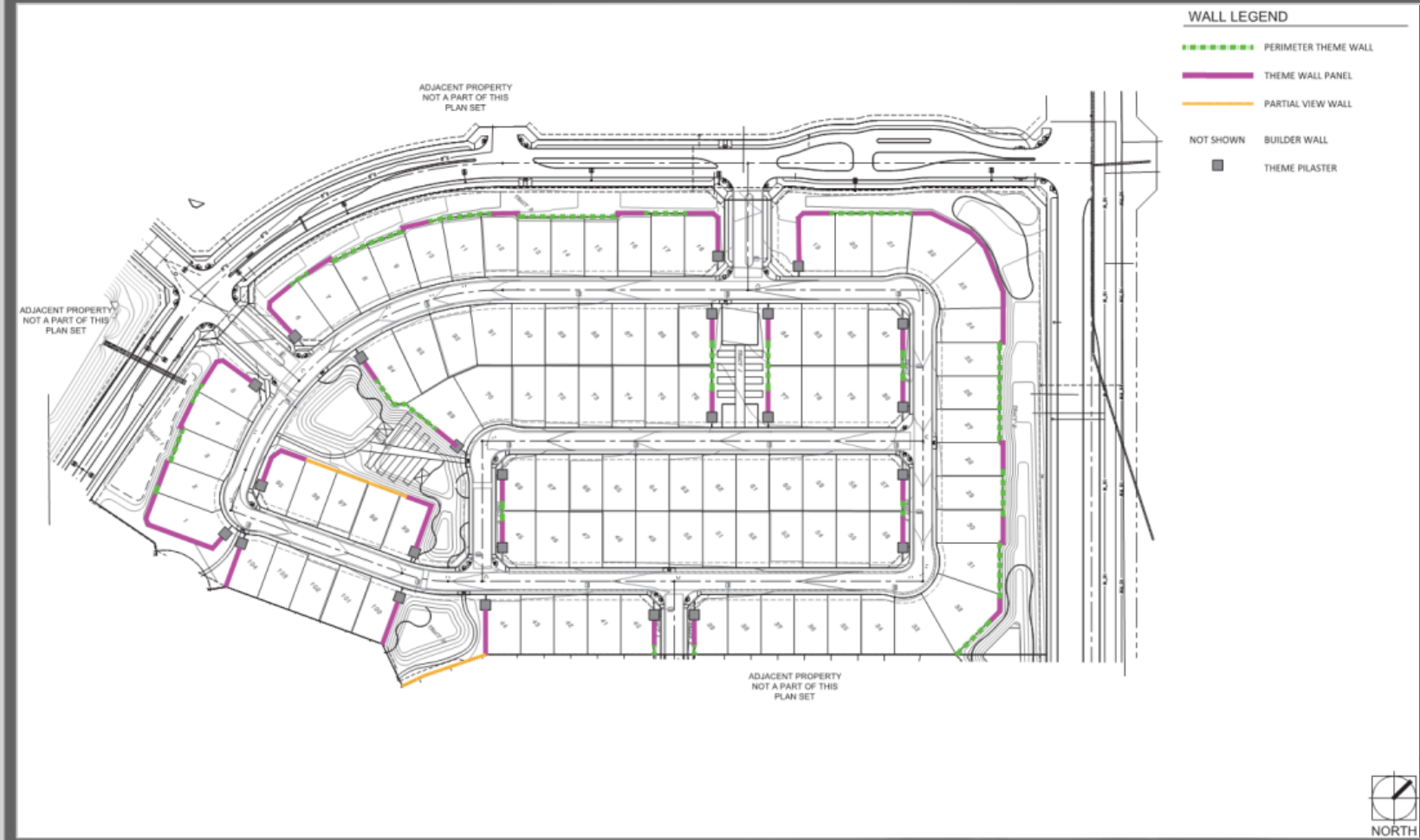
1. 20'X20' "MESA" MODEL RAMADA, AVAIL. FROM CLASSIC RECREATION (www.classicrecreation.com)
2. RAFTER TAIL
3. 8"X8" STUB COLUMN ON TOP TRANSITION PLATE & ROTATED 8X8" COLUMN
4. COLUMN SURROUND (TO MATCH SECONDARY THEME COLUMNS - REFER TO WALL DETAILS)
5. PERIMETER BEAM
6. 2"X1" ROOF SUPPORT
7. FINISH SURFACE / FINISH GRADE
8. 24" GA. 16" STANDING SEAM STEEL ROOF
   COLOR: PATRICIAN BRONZE
9. REINFORCED CONCRETE FOOTING - REFER TO STRUCTURAL ENGINEER'S PLANS, TYP.
10. 6"x4"x16" SOLID SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
11. 6"x8"x16" SINGLE-SCORE SMOOTH FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
12. 6"x8"x16" SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
13. PICNIC TABLE - TABLE 298-60-2HS W/ STEEL SEATS, AVAILABLE FROM DUMOR (www.dumor.com)
    COLOR: BRONZE

NOTES:

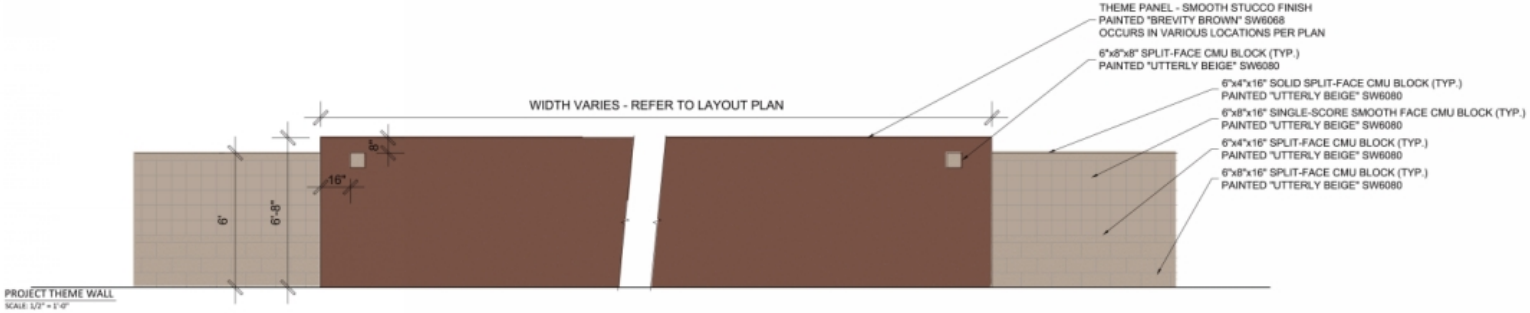
- REFER TO STRUCTURAL ENGINEER'S DETAILS AND CALCULATIONS FOR ALL CONNECTIONS, REINFORCING AND FOOTING INFORMATION.
- ALL CONNECTORS, FASTENERS AND OTHER HARDWARE TO BE HOT DIPPED GALVANIZED.
- ALL METAL WORK SHALL RECEIVE TWO (2) COATS OF MOISTURE-PROOF PRIMER AND TWO (2) FINISH COATS OF PAINT - REFER TO FINISH SCHEDULE FOR COLOR.

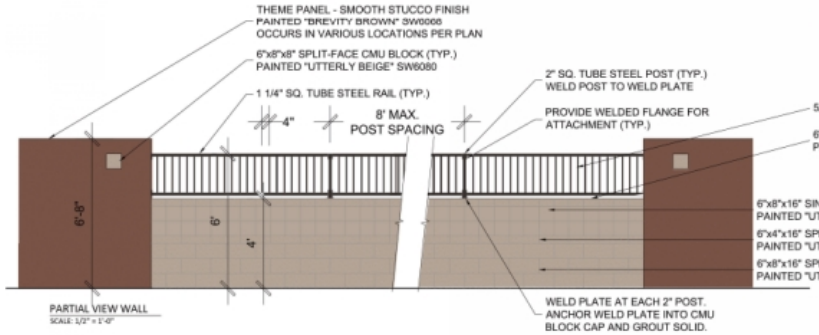
A | RAMADA

WALL PLAN

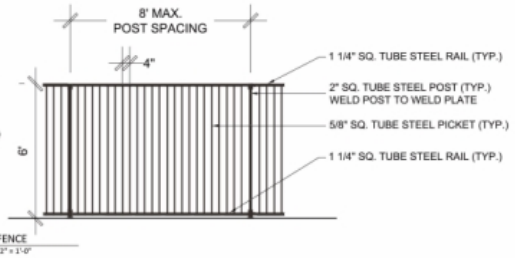

WALL LEGEND
PERIMETER THEME WALL
THEME WALL PANEL
PARTIAL VIEW WALL
NOT SHOWN
BUILDER WALL
THEME PILASTER
ADJACENT PROPERTY NOT A PART OF THIS PLAN SET
ADJACENT PROPERTY NOT A PART OF THIS PLAN SET
ADJACENT PROPERTY NOT A PART OF THIS PLAN SET
NORTH

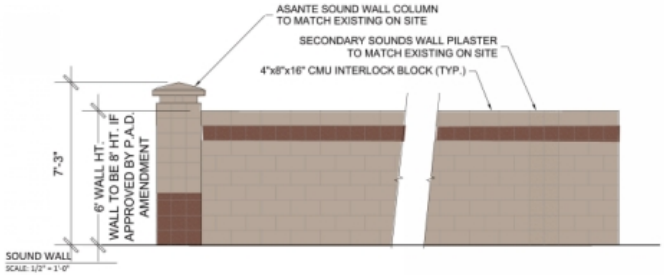
WALL PLAN

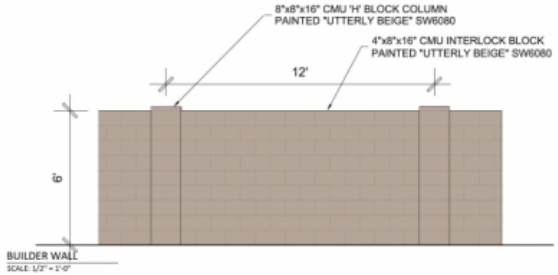




* ALL STEEL FENCING TO BE CARDINAL INDUSTRIES COLOR "TEXTURED RUST" BR-47







RECOMMENDATION

P&Z Hearing: May 2, 2019

P&Z Recommendation: Approval

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:
Consideration and action on the Final Plat entitled, "Heritage Asante – Parcel 2" dated May 30, 2019, a property generally located north of Grand Avenue and west of 163rd Avenue.

Motion:
I move to approve the Final Plat entitled, "Heritage Asante – Parcel 2" dated May 30, 2019.

Background:
Hilgart Wilson, LLC., on behalf of LCD Asante ,LLC., seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel 2 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:
This Final Plat will create 104 lots and a total density of 4.6 dwelling units per acre which is consistent with the approved PUD Overlay.

Policy Compliant:
The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports uses such as that proposed.

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

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

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

ATTACHMENTS:
1. 00 - FS18-647 - Heritage Parcel 2 - Final Plat - Staff Report
2. 01 - FS18-647 - Heritage Parcel 2 - Final Plat
3. FS18-647 - Heritage Parcel 2 - Final Plat - PowerPoint

SURPRISE
ARIZONA

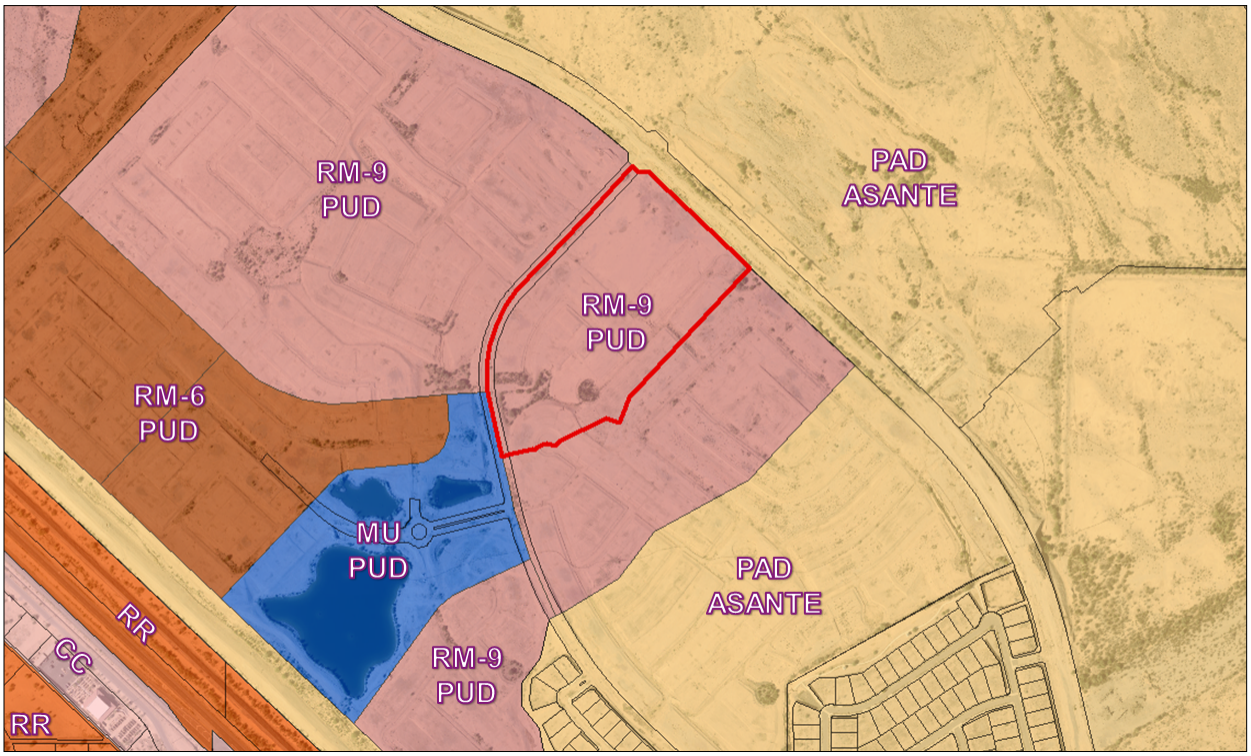
Final Plat

REPORT TO THE CITY COUNCIL

Case:	**FS18-647**
Project Name:	Heritage Asante Parcel 2
Council District:	**1** – ACACIA
Meeting Date:	**August 6, 2019**
Planner:	Sergio Angulo

Owner:	LCD Asante, LLC.
Applicant:	Zach Hilgart with Hilgart Wilson, LLC.
Request:	Final Plat for 104 Lots.
Site Location:	Generally west of 163rd Avenue and north of Grand Avenue
Site Size:	22.48 Acres
Density:	4.6 Dwelling Units per Acre
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-647.
Support/Opposition:	None known.
Recommendation:	None.

Existing Land Zoning:



RM-9 PUD / PAD Asante (M/HDR)	PAD Asante (M/HDR)	PAD Asante (M/HDR)
Mixed Use PUD / RM-9 PUD	**RM-9 PUD**	RM-9 PUD
Mixed Use PUD	RM-9 PUD / Mixed Use PUD	RM-9 PUD

Background:

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The Mayor and City Council approved the Asante Planned Area Development.

July 27, 2006: The Asante North Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

July 27, 2006: The Mayor and City Council approved the Asante North Planned Area Development.

September 19, 2017: The Mayor and City Council approved the Rezone for of the subject property for the Asante Paradiso Active Adult Community.

February 15, 2018: A Concept Review meeting was held for the current proposal under case CR18-047.

September 26, 2018: The applicant filed a related request for a Preliminary Plat under case FS18-647, the subject case.

January 22, 2019: The Community Development Director approved a Minor Zoning Amendment to the Paradiso Asante PUD to modify certain development standards for the subject site.

April 2, 2019: The Mayor and City Council approved the Master Plat for Heritage Asante Phase 1.

May 2, 2019: The Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-647, to the Mayor and City Council.

Project Description:

Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Final Plat to allow for the development of a single-family residential subdivision on approximately 22 acres in parcel 2 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

The subject property is zoned RM-9 with a PUD Overlay. This development proposes 104 single-family homes and a total density of 4.6 dwelling units per acre which is consistent with the approved PUD Overlay.

This Final Plat application is in conjunction with a related Preliminary Plat application. On May 2, 2019, the Planning and Zoning Commission passed a motion to recommend approval of the Preliminary Plat to the Mayor and City Council.

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Asante Paradiso PUD and the SUDC.
- The proposed Final Plat is in substantial conformance with the Preliminary Plat case FS18-647.

Attachments:

01 Final Plat

Enclosure:

Sealed mylars

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 2
SURPRISE, ARIZONA

A RE-SUBDIVISION OF PARCEL 2 AS SHOWN ON THE MASTER PLAT OF HERITAGE ASANTE, AS RECORDED IN BOOK 1452, PAGE 20, OF MARICOPA COUNTY RECORDERS, BEING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "**HERITAGE ASANTE – PARCEL 2**", BEING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "**HERITAGE ASANTE – PARCEL 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.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY **HERITAGE ASANTE HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION**, AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO 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 THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDESTRIAN ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF:

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION

ITS: MANAGER

BY: _____
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE ____ DAY OF _____2019, BEFORE ME APPEARED, **JEFFERY GUNDERSON** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT INC., A DELAWARE CORPORATION** 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 **HERITAGE ASANTE HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION**, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2019, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF AS, _____ .

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

BY: _____ DATE_____

LEGAL DESCRIPTION

HERITAGE ASANTA PARCEL 2, BEING SITUATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2644.11 FEET;
THENCE NORTH 00°42'32" EAST, 2503.60 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF PAT TILLMAN BOULEVARD AS RECORDED IN BOOK 885 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE NORTH 46°28'39" WEST, 153.93 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY TO THE **POINT OF BEGINNING;**
THENCE LEAVING SAID RIGHT OF WAY SOUTH 43°31'21" WEST, 840.19 FEET;
THENCE SOUTH 24°43'10" WEST, 96.86 FEET;
THENCE SOUTH 18°02'28" WEST, 36.48 FEET;
THENCE NORTH 71°57'32" WEST, 69.57 FEET;
THENCE SOUTH 63°38'38" WEST, 250.00 FEET;
THENCE SOUTH 33°42'31" WEST, 23.02 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 70.50 FEET, THE CENTER OF WHICH BEARS SOUTH 33°42'31" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°55'43", AN ARC LENGTH OF 110.65 FEET TO A NON-TANGENT LINE;
THENCE NORTH 56°13'12" WEST, 12.00 FEET;
THENCE SOUTH 77°46'15" WEST, 116.18 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF WEST ASANTE BOULEVARD AS FILED IN SAID BOOK 885 OF MAPS, PAGE 46;
THENCE NORTH 12°21'51" WEST, 266.22 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 565.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°17'33", AN ARC LENGTH OF 22.61 FEET TO A NON-TANGENT LINE;
THENCE NORTH 38°11'09" EAST, 27.21 FEET;
THENCE NORTH 04°29'05" WEST, 70.00 FEET;
THENCE NORTH 47°10'17" WEST, 27.20 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 565.00 FEET, THE CENTER OF WHICH BEARS SOUTH 88°53'56" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°25'18", AN ARC LENGTH OF 418.33 FEET TO A NON-TANGENT LINE;
THENCE NORTH 43°31'21" EAST, 312.45 FEET;
THENCE NORTH 88°31'21" EAST, 28.28 FEET;
THENCE NORTH 43°31'21" EAST, 70.00 FEET;
THENCE NORTH 01°28'39" WEST, 28.28 FEET;
THENCE NORTH 43°31'21" EAST, 8.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 172.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°06'35", AN ARC LENGTH OF 24.34 FEET TO A TANGENT REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°06'35", AN ARC LENGTH OF 32.27 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'21" EAST, 92.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°57'41", AN ARC LENGTH OF 31.68 FEET TO A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 187.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°57'41", AN ARC LENGTH OF 25.98 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'21" EAST, 148.01 FEET;
THENCE NORTH 88°31'21" EAST, 42.44 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY OF PAT TILLMAN BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY SOUTH 46°28'39" EAST, 671.18 FEET TO THE **POINT OF BEGINNING.**

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RESULTS OF SURVEY, RECORDED IN BOOK 1405, PAGE 31, MARICOPA COUNTY RECORDERS.

FLOOD ZONE DESIGNATION

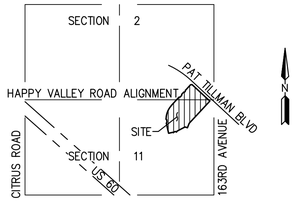
THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE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

OWNER

LCD ASANTE, LLC
1665 W ALAMEDA DR., SUITE 130
TEMPE, AZ 85282-3200

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS



VICINITY MAP
NOT TO SCALE

SHEET INDEX

FP01	COVER SHEET
FP02	SHEET INDEX MAP, LEGEND, NOTES, LOT/TRACT AREA TABLE & VISIBILITY DETAIL
FP03-FP06	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, ASSIONS, 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 SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF **LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

100 YEAR ASSURED WATER SUPPLY

THE AREA PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS_____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com

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

U:\1900\1909\SURVEY\PLAT\PARADISO ASANTE\PARCEL 2\1909-PA-P2-FP01.dwg 5/30/2019 9:03 AM

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PHOENIX, AZ 85016 | www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA
FINAL PLAT

STATUS:
PROJ. NO.: 1909
DATE: MAY 2019
SCALE: AS SHOWN
DRAWN: JHVD/GS
APPROVED: KJP
MUNICIPAL TRACKING NO:

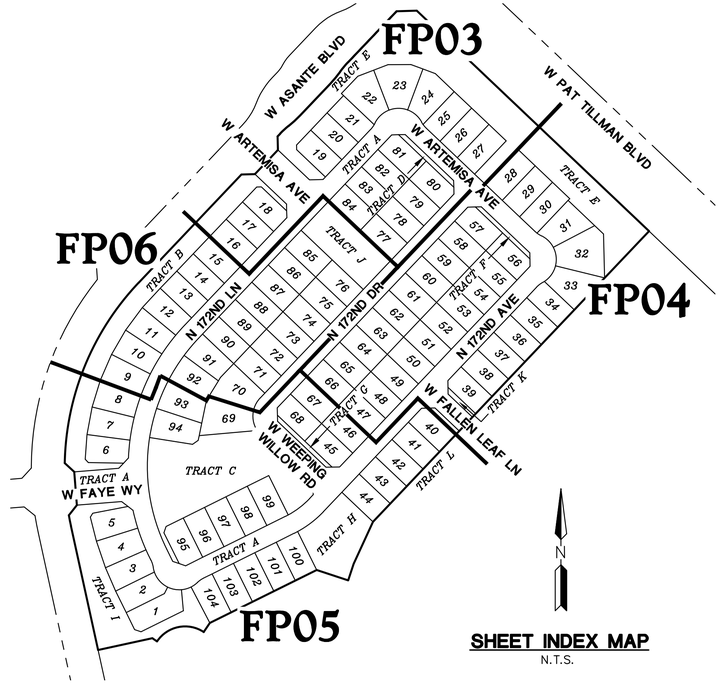
DWG. NO.
FP01
SHT. 1 OF 6

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	5893	0.135
LOT : 2	4673	0.107
LOT : 3	4776	0.110
LOT : 4	4906	0.113
LOT : 5	4782	0.110
LOT : 6	4771	0.110
LOT : 7	4849	0.111
LOT : 8	4849	0.111
LOT : 9	4849	0.111
LOT : 10	4849	0.111
LOT : 11	4850	0.111
LOT : 12	4718	0.108
LOT : 13	4510	0.104
LOT : 14	4500	0.103
LOT : 15	4500	0.103
LOT : 16	4500	0.103
LOT : 17	4500	0.103
LOT : 18	4425	0.102
LOT : 19	4475	0.103
LOT : 20	4500	0.103
LOT : 21	4493	0.103
LOT : 22	5938	0.136
LOT : 23	6748	0.155
LOT : 24	5863	0.135
LOT : 25	4800	0.110
LOT : 26	4803	0.110

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 27	4803	0.110
LOT : 28	5000	0.115
LOT : 29	5000	0.115
LOT : 30	5000	0.115
LOT : 31	5619	0.129
LOT : 32	7903	0.181
LOT : 33	5878	0.135
LOT : 34	4475	0.103
LOT : 35	4500	0.103
LOT : 36	4500	0.103
LOT : 37	4500	0.103
LOT : 38	4500	0.103
LOT : 39	4450	0.102
LOT : 40	4450	0.102
LOT : 41	4500	0.103
LOT : 42	4500	0.103
LOT : 43	4500	0.103
LOT : 44	4738	0.109
LOT : 45	4530	0.104
LOT : 46	4500	0.103
LOT : 47	4500	0.103
LOT : 48	4500	0.103
LOT : 49	4500	0.103
LOT : 50	4500	0.103
LOT : 51	4500	0.103
LOT : 52	4500	0.103

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 53	4500	0.103
LOT : 54	4500	0.103
LOT : 55	4500	0.103
LOT : 56	4530	0.104
LOT : 57	4530	0.104
LOT : 58	4500	0.103
LOT : 59	4500	0.103
LOT : 60	4500	0.103
LOT : 61	4500	0.103
LOT : 62	4500	0.103
LOT : 63	4500	0.103
LOT : 64	4500	0.103
LOT : 65	4500	0.103
LOT : 66	4500	0.103
LOT : 67	4500	0.103
LOT : 68	4530	0.104
LOT : 69	6903	0.158
LOT : 70	5831	0.134
LOT : 71	4500	0.103
LOT : 72	4500	0.103
LOT : 73	4500	0.103
LOT : 74	4500	0.103
LOT : 75	4500	0.103
LOT : 76	4500	0.103
LOT : 77	4500	0.103
LOT : 78	4500	0.103

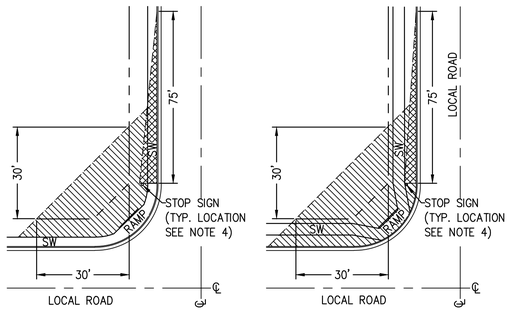
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 79	4500	0.103
LOT : 80	4630	0.106
LOT : 81	4630	0.106
LOT : 82	4500	0.103
LOT : 83	4500	0.103
LOT : 84	4500	0.103
LOT : 85	4500	0.103
LOT : 86	4500	0.103
LOT : 87	4500	0.103
LOT : 88	4500	0.103
LOT : 89	4500	0.103
LOT : 90	4500	0.103
LOT : 91	4806	0.110
LOT : 92	5030	0.115
LOT : 93	5269	0.121
LOT : 94	5478	0.126
LOT : 95	4500	0.103
LOT : 96	4600	0.106
LOT : 97	4600	0.106
LOT : 98	4600	0.106
LOT : 99	4600	0.106
LOT : 100	4501	0.103
LOT : 101	4500	0.103
LOT : 102	4500	0.103
LOT : 103	4500	0.103
LOT : 104	4500	0.103



SHEET INDEX MAP
N.T.S.

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) (SEE CITY OF SURPRISE AZ. ENGINEERING DEVELOPMENT STANDARDS DETAIL NO. 4-02)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."



LOCAL STREET
SIGHT VISIBILITY TRIANGLES
REFERENCE CITY OF SURPRISE AZ. ENGINEERING DEVELOPMENT STANDARDS DETAIL NO. 4-02

AREAS

ASANTE BLVD RIGHT-OF-WAY =	62,424 SQ. FT.	1.4331 ACRES
PAT TILLMAN BLVD RIGHT-OF-WAY =	49,693 SQ. FT.	1.1408 ACRES
TRACT A AREA =	163,193 SQ. FT.	3.7464 ACRES
TRACTS B-L AREA =	210,544 SQ. FT.	4.8334 ACRES
LOT AREA =	493,231 SQ. FT.	11.3230 ACRES
GROSS AREA =	979,085 SQ. FT.	22.4767 ACRES
NET AREA =	866,968 SQ. FT.	19.9028 ACRES
DENSITY (GROSS) =		4.6 D.U. / ACRE
DENSITY (NET) =		5.2 D.U. / ACRE

NOTES:

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

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

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

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

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

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

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.7464	PRIVATE ACCESSWAY, COMMON AREA, DRAINAGE, PUBLIC UTILITY EASEMENT
TRACT B	0.7513	COMMON AREA & DRAINAGE
TRACT C	1.0169	COMMON AREA & DRAINAGE
TRACT D	0.0344	COMMON AREA & DRAINAGE
TRACT E	1.6393	COMMON AREA & DRAINAGE
TRACT F	0.0308	COMMON AREA & DRAINAGE
TRACT G	0.0308	COMMON AREA & DRAINAGE
TRACT H	0.3752	COMMON AREA & DRAINAGE
TRACT I	0.5738	COMMON AREA & DRAINAGE
TRACT J	0.3465	COMMON AREA & DRAINAGE
TRACT K	0.0172	COMMON AREA & DRAINAGE
TRACT L	0.0172	COMMON AREA & DRAINAGE

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
6-30-19
Date Signed
ARIZONA, U.S.A.

U:\1900\1909\SURVEY\PLAT\PARADISO ASANTE\PARCEL 2\1909-PA-P2-FP02.dwg 5/30/2019 9:05 AM

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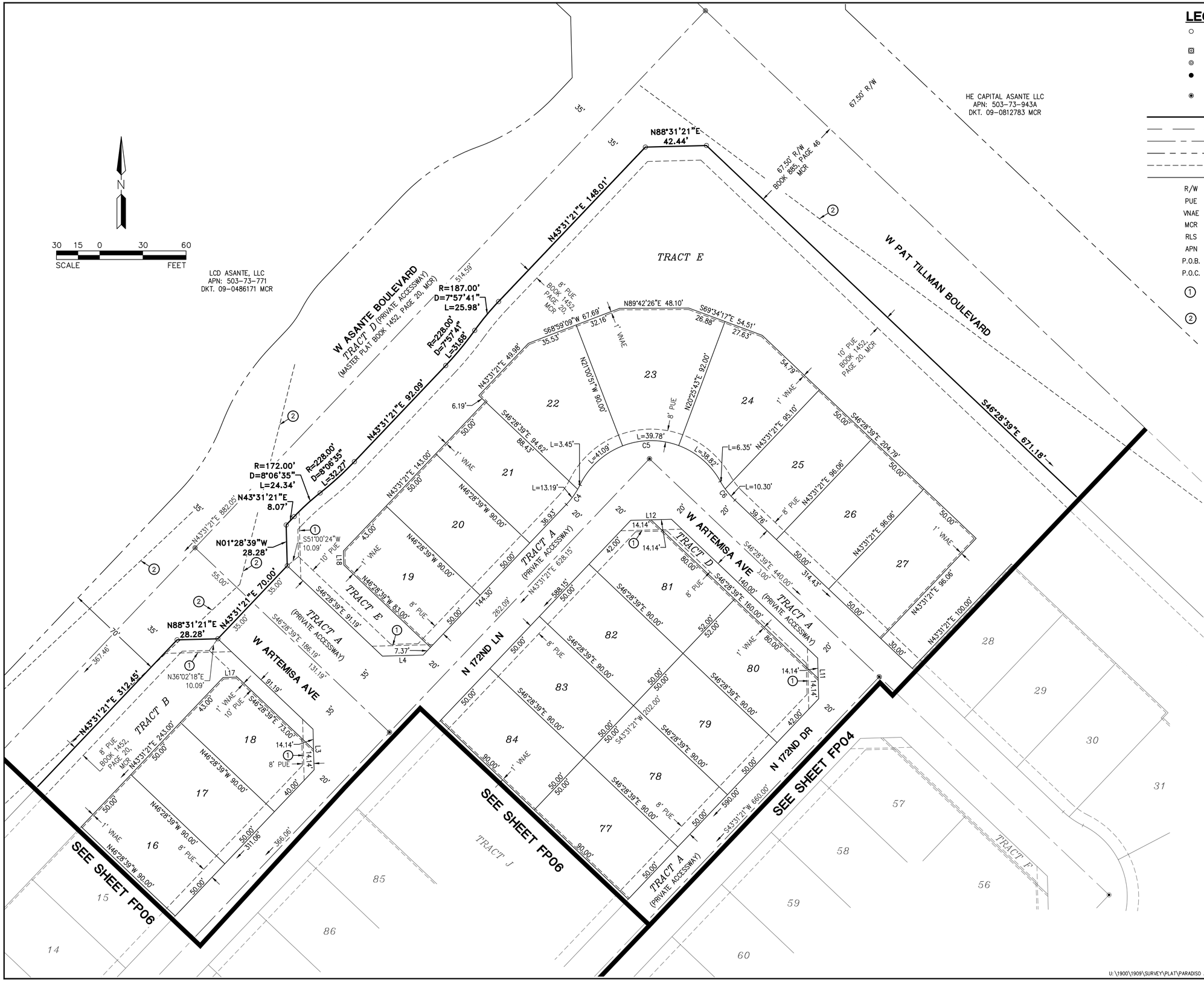
PHOENIX, AZ 85016
www.hilgartwilson.com

HERITAGE AT ASANTE - PARCEL 2
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

STATUS:
PROJ. NO.: 1909
DATE: MAY 2019
SCALE: AS SHOWN
DRAWN: JHVD/GS
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 6



LEGEND

○	FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	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
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)
②	SIGHT DISTANCE LINE

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'

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L3	N01°28'39"W	28.28'
L4	N88°31'21"E	28.28'
L11	N01°28'39"W	28.28'
L12	N88°31'21"E	28.28'
L17	N88°31'21"E	9.90'
L18	N01°28'39"W	9.90'

REGISTERED LAND SURVEYOR CERTIFICATE NO. 19344 KIRK J. PANGUS 5-30-19 Date Signed ARIZONA, U.S.A.

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

HERITAGE ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

STATUS:

MUNICIPAL TRACKING NO:

PROJ. NO.: 1909
DATE: MAY 2019
SCALE: AS SHOWN
DRAWN: JHVD/GS
APPROVED: KJP

DWG. NO.
FP03
SHT. 3 OF 6

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L5	N01°28'39"W	28.28'
L6	N88°31'21"E	28.28'
L8	S01°28'39"E	28.28'
L9	N88°31'21"E	28.28'

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'

N

30 15 0 30 60
SCALE FEET

SEE SHEET FP03

SEE SHEET FP06

SEE SHEET FP05

SEE SHEET FP05

S46°28'39"E 671.18'

W ARTEMISA AVE

N 172ND DR

N 172ND AVE

W PAT TILLMAN BOULEVARD

W FALLEN LEAF LN

TRACT A (PRIVATE ACCESSWAY)

TRACT D

TRACT E

TRACT F

TRACT J

TRACT K

TRACT L

HE CAPITAL ASANTE LLC
APN: 503-73-943A
DKT. 09-0812783 MCR

67.50' R/W
BOOK 885, PAGE 46
MCR

10' PUE
BOOK 1452,
PAGE 20,
MCR

NE CORNER
SEC. 11, T4N, R2W
NOTHING FOUND OR SET

P.O.B.

LCD ASANTE, LLC
APN: 503-73-770
DKT. 09-0486171 MCR

LCD ASANTE, LLC
APN: 503-73-770
DKT. 09-0486171 MCR

EAST 1/4 CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM CAP W/
SECTION CORNER MARKINGS & RLS 35832
(BENT LOCATED WHERE GOES IN GROUND)
P.O.C.

SOUTHEAST CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM
CAP STAMPED W/ SECTION CORNER
MARKINGS & RLS 35832

LEGEND

○	FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	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
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
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P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)
②	SIGHT DISTANCE LINE

REGISTERED LAND SURVEYOR
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PHOENIX, AZ 85016 www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: MAY 2019
SCALE: AS SHOWN
DRAWN: JHVD/GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP04
SHT. 4 OF 6

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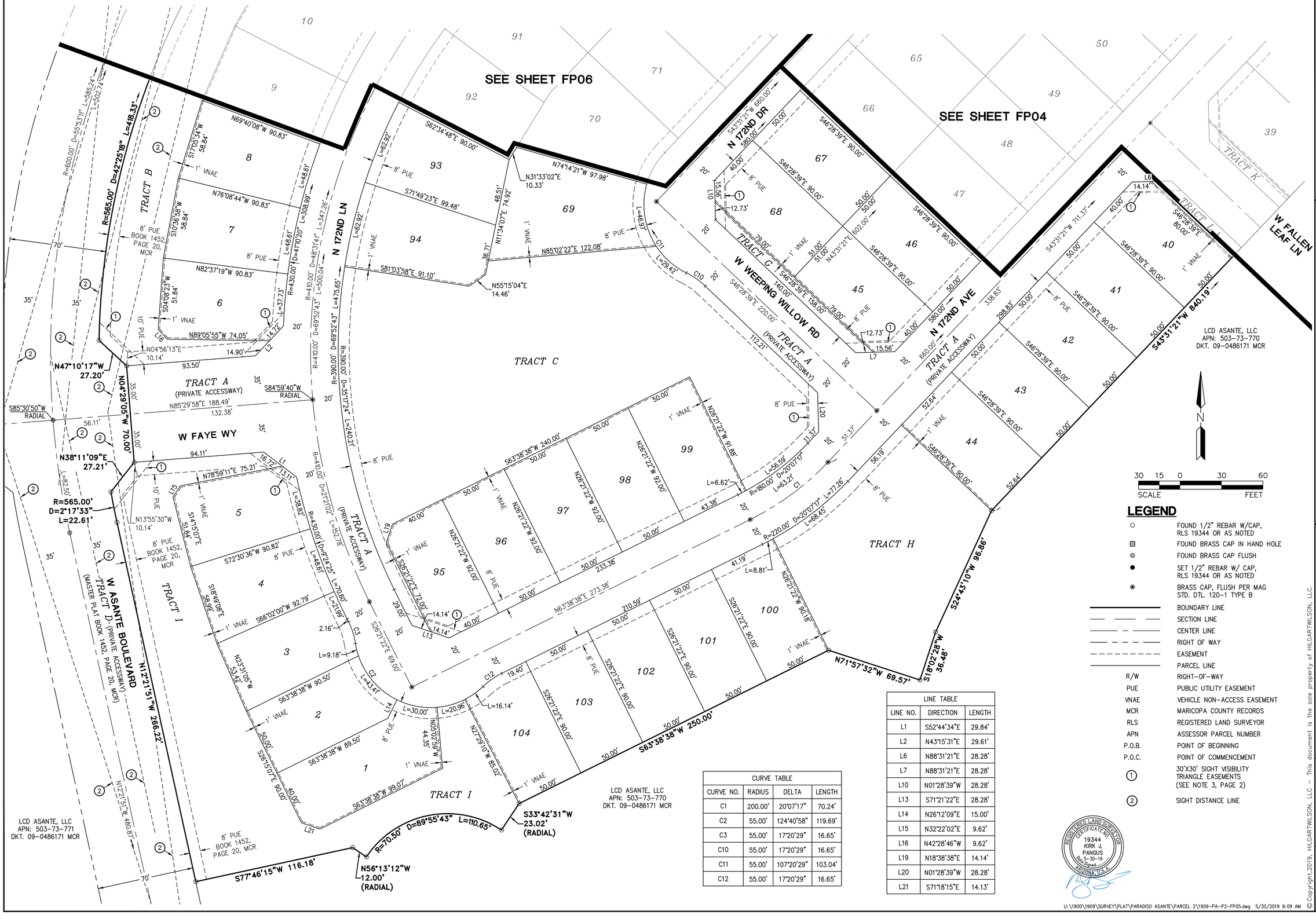

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	200.00'	20°07'17"	70.24'
C2	55.00'	124°40'58"	119.69'
C3	55.00'	17°20'29"	16.65'
C10	55.00'	17°20'29"	16.65'
C11	55.00'	107°20'29"	103.04'
C12	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S52°44'34"E	29.84'
L2	N43°15'31"E	29.61'
L6	N88°31'21"E	28.28'
L7	N88°31'21"E	28.28'
L10	N01°28'39"W	28.28'
L13	S71°21'22"E	28.28'
L14	N26°12'09"E	15.00'
L15	N32°22'02"E	9.62'
L16	N42°28'46"W	9.62'
L19	N18°38'38"E	14.14'
L20	N01°28'39"W	28.28'
L21	S71°18'15"E	14.13'

LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- 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
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- (1) — 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)
- (2) — SIGHT DISTANCE LINE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 19344 KIRK J. PANGUS 5-30-19 Date Signed ARIZONA, U.S.A.

U:\1900\1909\SURVEY\PLAT\PARADISO ASANTE\PARCEL 2\1909-PA-P2-FP05.dwg 5/30/2019 9:09 AM

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PHOENIX, AZ 85016
www.hilgartwilson.com

HERITAGE AT ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO.: 1909
DATE: MAY 2019
SCALE: AS SHOWN
DRAWN: JHVD/GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP05
SHT. 5 OF 6

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C11	55.00'	107°20'29"	103.04'
C13	410.00'	69°52'43"	500.04'

LEGEND

○	FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	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
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 2)
②	SIGHT DISTANCE LINE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J. PANGUS
5-30-19
Date Signed
ARIZONA, U.S.A.

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U:\1900\1909\SURVEY\PLAT\PARADISO ASANTE\PARCEL 2\1909-PA-P2-FP06.dwg 5/30/2019 9:10 AM

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HERITAGE ASANTE - PARCEL 2

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

FINAL PLAT

STATUS:
PROJ. NO.: 1909
DATE: MAY 2019
SCALE: AS SHOWN
DRAWN: JHVD/GS
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP06
SHT. 6 OF 6

SURPRISE
ARIZONA

Heritage Asante Parcel 2 Final Plat

City Council

August 6, 2019

VICINITY MAP

FINAL PLAT

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	5893	0.135
LOT : 2	4873	0.197
LOT : 3	4776	0.110
LOT : 4	4806	0.113
LOT : 5	4782	0.110
LOT : 6	4771	0.110
LOT : 7	4849	0.111
LOT : 8	4849	0.111
LOT : 9	4849	0.111
LOT : 10	4849	0.111
LOT : 11	4850	0.111
LOT : 12	4718	0.108
LOT : 13	4518	0.104
LOT : 14	4500	0.103
LOT : 15	4500	0.103
LOT : 16	4500	0.103
LOT : 17	4500	0.103
LOT : 18	4425	0.102
LOT : 19	4475	0.103
LOT : 20	4500	0.103
LOT : 21	4483	0.103
LOT : 22	5838	0.134
LOT : 23	6748	0.155
LOT : 24	5863	0.135
LOT : 25	4800	0.110
LOT : 26	4853	0.111

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 27	4853	0.110
LOT : 28	5000	0.115
LOT : 29	5000	0.115
LOT : 30	5000	0.115
LOT : 31	5019	0.029
LOT : 32	7965	0.189
LOT : 33	5878	0.135
LOT : 34	4475	0.105
LOT : 35	4500	0.105
LOT : 36	4500	0.105
LOT : 37	4500	0.105
LOT : 38	4500	0.105
LOT : 39	4450	0.102
LOT : 40	4450	0.102
LOT : 41	4500	0.105
LOT : 42	4500	0.105
LOT : 43	4500	0.105
LOT : 44	4736	0.109
LOT : 45	4530	0.104
LOT : 46	4500	0.105
LOT : 47	4500	0.105
LOT : 48	4500	0.105
LOT : 49	4500	0.105
LOT : 50	4500	0.105
LOT : 51	4500	0.105
LOT : 52	4500	0.105

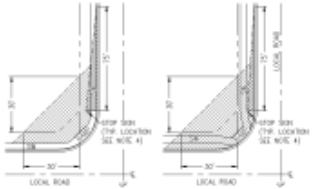
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 53	4500	0.103
LOT : 54	4500	0.103
LOT : 55	4500	0.103
LOT : 56	4530	0.104
LOT : 57	4530	0.104
LOT : 58	4500	0.103
LOT : 59	4500	0.103
LOT : 60	4500	0.103
LOT : 61	4500	0.103
LOT : 62	4500	0.103
LOT : 63	4500	0.103
LOT : 64	4500	0.103
LOT : 65	4500	0.103
LOT : 66	4500	0.103
LOT : 67	4500	0.103
LOT : 68	4530	0.104
LOT : 69	6900	0.158
LOT : 70	5831	0.134
LOT : 71	4500	0.103
LOT : 72	4500	0.103
LOT : 73	4500	0.103
LOT : 74	4500	0.103
LOT : 75	4500	0.103
LOT : 76	4500	0.103
LOT : 77	4500	0.103
LOT : 78	4500	0.103

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 79	4500	0.103
LOT : 80	4630	0.106
LOT : 81	4630	0.106
LOT : 82	4500	0.103
LOT : 83	4500	0.103
LOT : 84	4500	0.103
LOT : 85	4500	0.103
LOT : 86	4500	0.103
LOT : 87	4500	0.103
LOT : 88	4500	0.103
LOT : 89	4500	0.103
LOT : 90	4500	0.103
LOT : 91	4806	0.110
LOT : 92	5000	0.115
LOT : 93	5269	0.121
LOT : 94	5478	0.126
LOT : 95	4500	0.103
LOT : 96	4500	0.106
LOT : 97	4500	0.106
LOT : 98	4500	0.106
LOT : 99	4500	0.106
LOT : 100	4501	0.103
LOT : 101	4500	0.103
LOT : 102	4500	0.103
LOT : 103	4500	0.103
LOT : 104	4500	0.103

SHEET INDEX MAP
N.T.S.

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 2ft' ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET) (SEE CITY OF SURPRISE AZ. ENGINEERING DEVELOPMENT STANDARDS DETAIL NO. 4-02)
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 (SLID.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH APS § 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 (§ 14701 AND 14706, WHEN APPLICABLE).
10. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."



LOCAL STREET
SIGHT VISIBILITY TRIANGLES
REFERENCE CITY OF SURPRISE AZ. ENGINEERING
DEVELOPMENT STANDARDS DETAIL NO. 4-02

AREAS

ASANTE BLVD RIGHT-OF-WAY =	62,424 SQ. FT.	1.4331 ACRES
PAT TILLMAN BLVD RIGHT-OF-WAY =	49,650 SQ. FT.	1.1398 ACRES
TRACT A AREA =	163,393 SQ. FT.	3.7514 ACRES
TRACTS B-L AREA =	210,544 SQ. FT.	4.8334 ACRES
LOT AREA =	463,229 SQ. FT.	10.3236 ACRES
GROSS AREA =	876,055 SQ. FT.	22.4787 ACRES
NET AREA =	666,368 SQ. FT.	19.9928 ACRES
DENSITY (GROSS) =		4.6 D.U. / ACRE
DENSITY (NET) =		5.2 D.U. / ACRE

NOTES-

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

2. PLANTING WITHIN THE PUN IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND SPACINGS 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 OF BELOW 84 INCHES ARE PERMITTED.

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

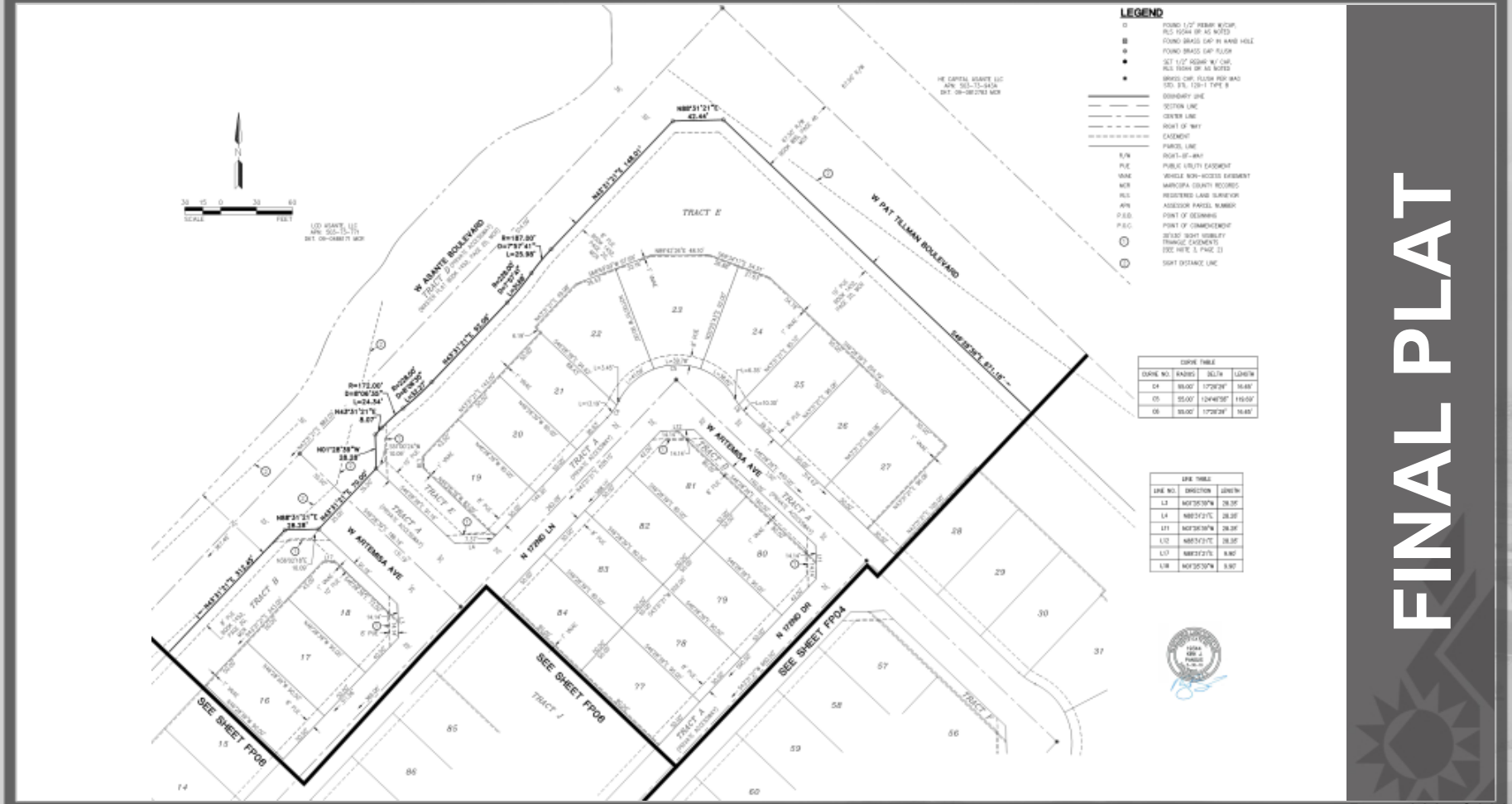
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

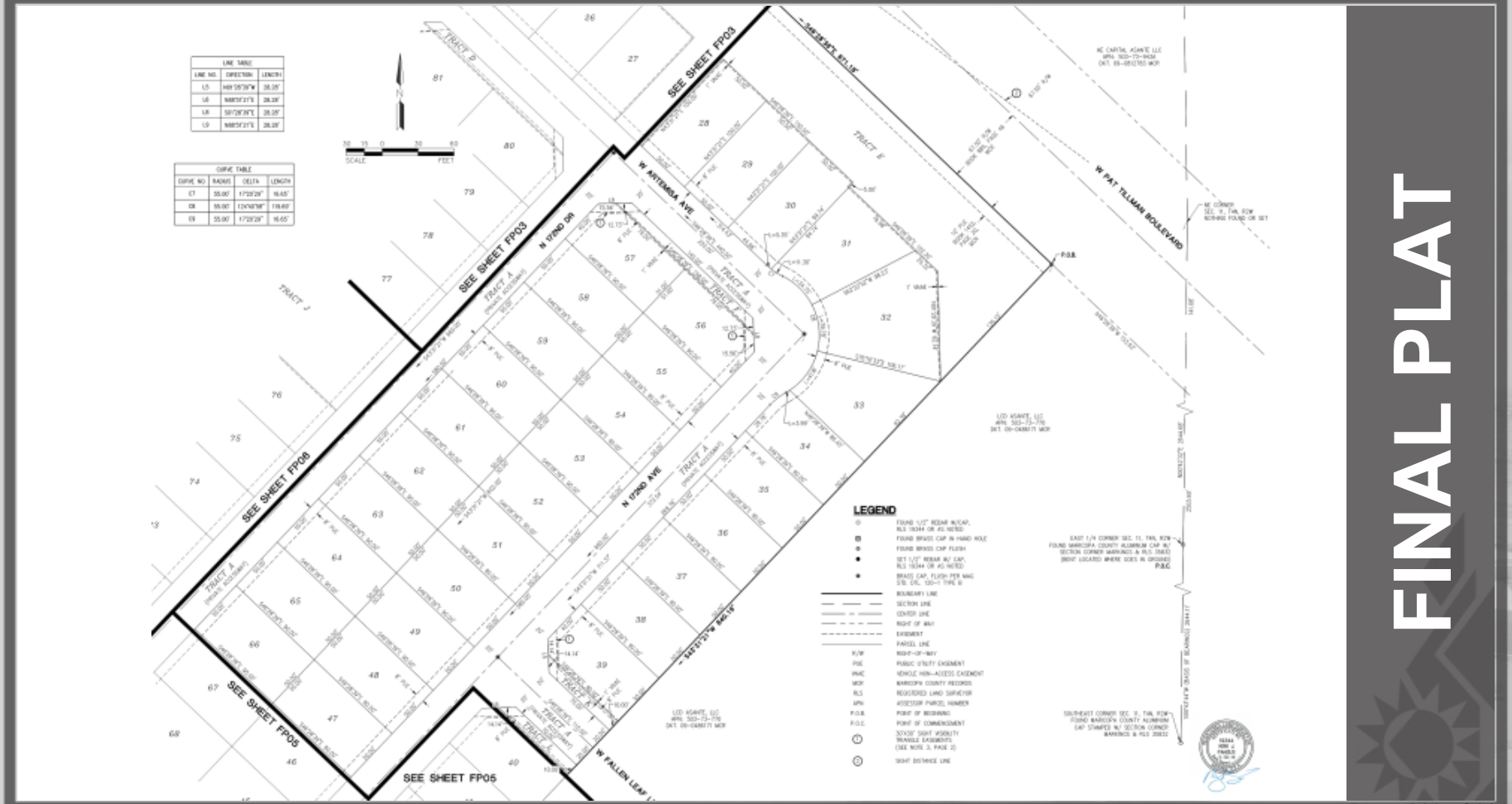
UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.7464	PRIVATE ACCESSWAY, COMMON AREA, DRAINAGE, PUBLIC UTILITY EASEMENT
TRACT B	0.7515	COMMON AREA & DRAINAGE
TRACT C	1.0481	COMMON AREA & DRAINAGE
TRACT D	0.6744	COMMON AREA & DRAINAGE
TRACT E	1.6365	COMMON AREA & DRAINAGE
TRACT F	0.0308	COMMON AREA & DRAINAGE
TRACT G	0.0308	COMMON AREA & DRAINAGE
TRACT H	0.3752	COMMON AREA & DRAINAGE
TRACT I	0.3738	COMMON AREA & DRAINAGE
TRACT J	0.3465	COMMON AREA & DRAINAGE
TRACT K	0.0472	COMMON AREA & DRAINAGE
TRACT L	0.0472	COMMON AREA & DRAINAGE

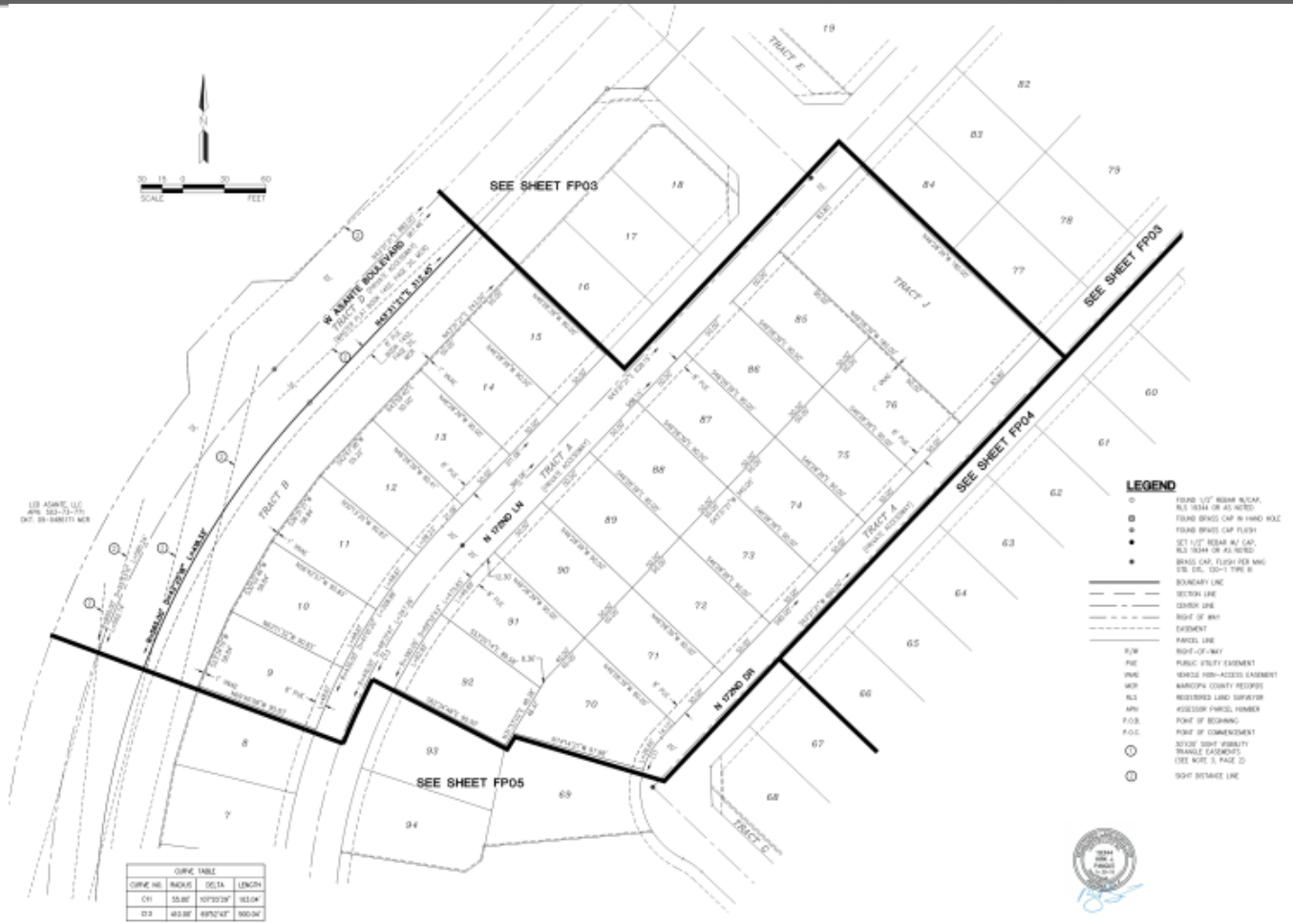
1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE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


FINAL PLAT
LEGEND
W ASANTE BOULEVARD
W PAT TILLMAN BOULEVARD
W ARTEMISA AVE
N 172ND LN
N 172ND DR
TRACT E
TRACT A
TRACT B
TRACT J
SEE SHEET FP06
SEE SHEET FP08
SEE SHEET FP04
CURVE TABLE
LINE TABLE


FINAL PLAT
SEE SHEET FP03
SEE SHEET FP06
SEE SHEET FP05
W ARTEMISA AVE
N 172ND DR
N 172ND AVE
W FALLEN LEAF L
W PAT TILLMAN BOULEVARD
TRACT A
TRACT B
TRACT E
TRACT J
P.O.B.
LEGEND
BOUNDARY LINE
SECTION LINE
CENTER LINE
RIGHT OF WAY
EASEMENT
PARCEL LINE
RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT
VEHICLE NON-ACCESS EASEMENT
MARICOPA COUNTY RECORDS
REGISTERED LAND SURVEYOR
ASSESSOR PARCEL NUMBER
POINT OF BEGINNING
POINT OF COMMENCEMENT
SCALE
FEET

SEE SHEET FP06
SEE SHEET FP04
N 172ND DR
N 172ND LN
N 172ND AVE
W WEEPING WILLOW RD
W FALL LEAF LN
W FAYE WY
W ASHANTE BOULEVARD
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT K
LEGEND
BOUNDARY LINE
SECTION LINE
CENTER LINE
RIGHT OF WAY
EASEMENT
PARCEL LINE
PUBLIC UTILITY EASEMENT
VEHICLE NON-ACCESS EASEMENT
MARICOPA COUNTY RECORDS
REGISTERED LAND SURVEYOR
ASSESSOR PARCEL NUMBER
POINT OF BEGINNING
POINT OF COMMENCEMENT
SIGHT DISTANCE LINE
SCALE
FEET

FINAL PLAT


SEE SHEET FP03
SEE SHEET FP03
SEE SHEET FP04
SEE SHEET FP05
W ASANTE BOULEVARD
N 172ND LN
N 172ND DR
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT J
LEGEND
CURVE TABLE

FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the Re-Plat of Lot 3 of "Prasada Phase 1B North", a property generally located south of Waddell Road between Loop 303 and Sarival Avenue; Resolution #2019-98.

Motion:
I move to approve Resolution # 2019-98.

Background:
The subject request involves a Re-Plat of Lot 3 of Prasada Phase 1B North. The original Final Plat, approved by the City Council on September 25, 2008, created three (3) lots and dedicated certain rights-of-way. The subject Re-Plat seeks to subdivide the original Lot 3 into five (5) new parcels, and includes right-of-way dedication for portions of Prasada Parkway and Alexandria Way adjacent to the site. The proposed Re-Plat also abandons a small segment of the old Sarival Road right-of-way that happens to be located within the boundary of Lot 1.

Objective Analysis:
Typically, a Street Light Improvement District (SLID) is required with any new plats unless one already exists. In this case, the applicant wishes to enter into a Street Light Maintenance Agreement (SLMA) with the City of Surprise in lieu of a SLID. Staff does not object to the SLMA; however, the agreement document will not be ready for City Council consideration by the time this Re-Plat is before Council. In order to ensure that a SLMA is in place, a Resolution to that effect is included with this Re-Plat request. The Resolution requires that the SLMA be in place prior to city acceptance of right-of-way or associated improvements within the Prasada Parkway and Alexandria Way rights-of-way adjacent to the site. The applicant has also requested that it not be required to post financial assurances prior to approval and recordation of the Re-Plat. Staff does not object, but recommends that no development permits for the Re-Plat property be approved and issued until the financial assurances have been provided. Thus, the Resolution also requires that the required financial assurances be in place before any permits are approved and issued by the City.

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

Financial Impact:
The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

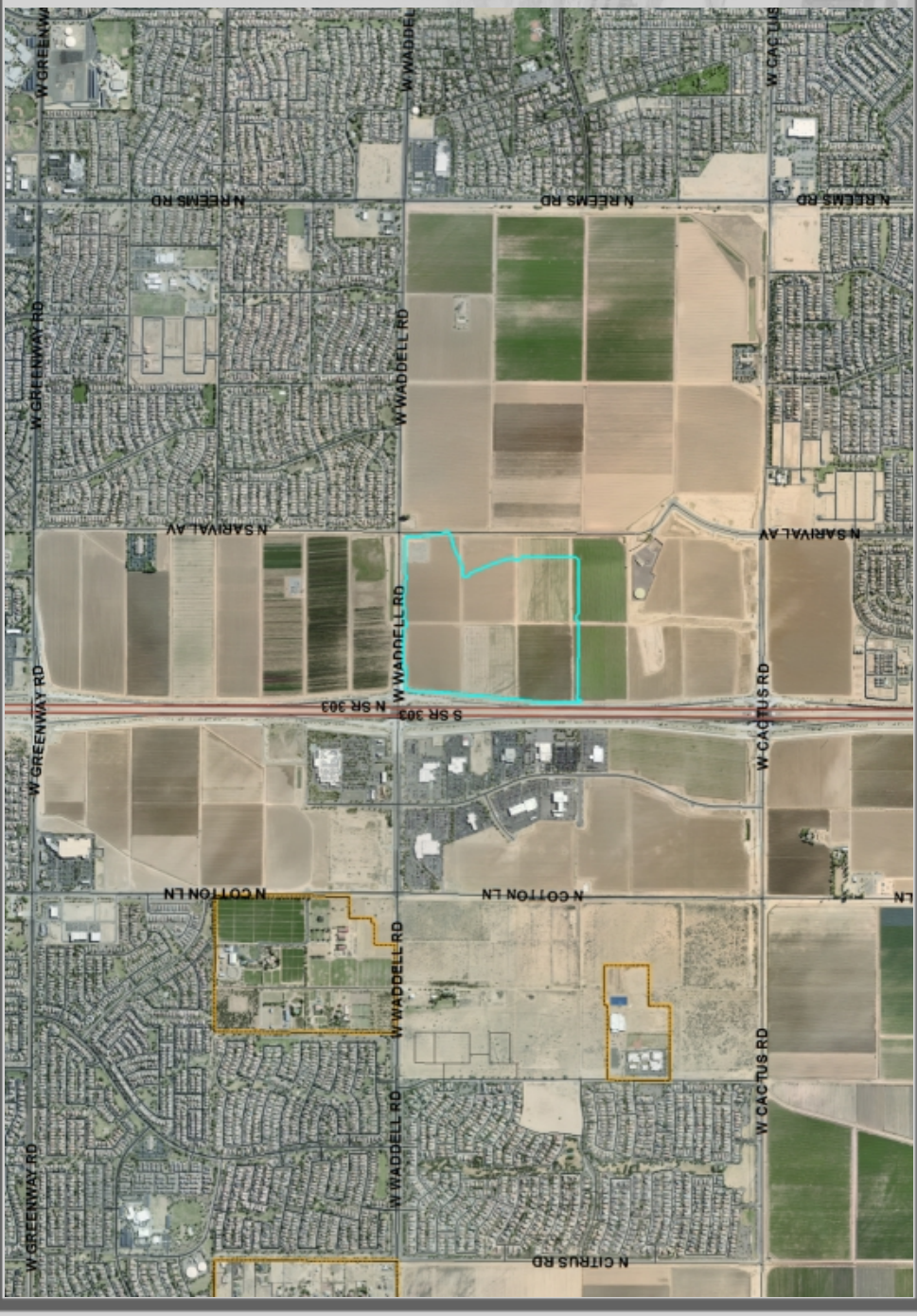
Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 19.07.24 EVR FS19-307 Prasada Phase 1B North Lot 3 Re-Plat CC Staff Report
2. 01 FS19-307 Prasada Phase 1B North Lot 3 Re-Plat Vicinity Map
3. 02 FS19-307 Prasada Phase 1B North Lot 3 Re-Plat Case Map
4. 03 FS19-307 Prasada Pahse 1B North Lot 3 Re-Plat
5. 05 FS19-307 Prasada Phase 1B North Lot 3 Re-Plat 08-06-19 CC Presentation
6. 19.07.25 FS19-307 EVR Prasada RMS Final Plat Resolution 2019-98

FS19-307
Prasada Phase 1B
North Lot 3 Re-Plat
Vicinity Map



FS19-307
Prasada Phase 1B
North Lot 3 Re-Plat
Case Map

REPLAT OF LOT 3

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WESTCOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "REPLAT OF LOT 3", A COMMERCIAL SUBDIVISION, BEING LOT 3 OF "PRASADA–PHASE 1B NORTH", AS RECORDED IN BOOK 1011, PAGE 40, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF LOT 3" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

WESTCOR SURPRISE RSC LLC 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.

WESTCOR SURPRISE RSC LLC ("GRANTOR") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, PERPETUAL USE OF A NON–EXCLUSIVE EASEMENT (THE "MUNICIPAL USE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "MUE" (THE "MUNICIPAL USE EASEMENT AREAS") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE CERTAIN IMPROVEMENTS AND INFRASTRUCTURE FACILITIES ("MUNICIPAL USE FACILITIES"), INCLUDING, WITHOUT LIMITATION, PUBLIC AND PRIVATE UTILITIES AND REQUIRED ABOVE GROUND APPURTENANCES (E.G., CABINETS, TRANSFORMERS, PADS, PEDESTALS, SWITCH GEAR, ETC.), CONDUITS, SLEEVES, STUBS, METERS, PULL BOXES, TRAFFIC CONTROL DEVICES, DRAINAGE, RETENTION, PATHS, TRAILS, SIDEWALKS, HARDSCAPE, LANDSCAPE, IRRIGATION, CURBS, GUTTERS, BUS BAYS, DECELERATION LANES, RIGHT TURN LANES, DRIVEWAY ENTRANCES, STREET SIGNAGE, TRAFFIC SIGNALS, PROJECT SIGNAGE (PUBLIC AND PRIVATE), MONUMENTATION, SCREEN WALLS AND ENTRY FEATURES (IN ACCORDANCE WITH THE PRASADA GATEWAY VILLAGE ("PGV") COMMERCIAL DESIGN GUIDELINES). THE MUNICIPAL USE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE MUNICIPAL USE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL MUNICIPAL USE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE MUNICIPAL USE EASEMENT AREAS. THE MUNICIPAL USE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI–GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE MUNICIPAL USE EASEMENT AREAS.

WESTCOR SURPRISE RSC LLC ("GRANTOR") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, PERPETUAL USE OF A NON–EXCLUSIVE EASEMENT (THE "REGIONAL DRAINAGE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "RDE" (THE "REGIONAL DRAINAGE EASEMENT AREAS") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE DRAINAGE AND RETENTION FACILITIES AND OTHER RELATED PUBLIC IMPROVEMENTS ("REGIONAL DRAINAGE FACILITIES"). THE REGIONAL DRAINAGE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE REGIONAL DRAINAGE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL REGIONAL DRAINAGE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS. THE REGIONAL DRAINAGE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI–GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS.

THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT SHALL NOT IMPAIR GRANTOR'S RIGHT TO USE THE MUNICIPAL USE EASEMENT AREAS AND THE REGIONAL DRAINAGE EASEMENT AREAS OR TO GRANT TO OTHERS THE RIGHT TO USE THE MUNICIPAL USE EASEMENT AREAS AND THE REGIONAL DRAINAGE EASEMENT AREAS, PROVIDED THAT ANY SUCH USE DOES NOT UNREASONABLY INTERFERE WITH ANY GRANTEE'S ENJOYMENT OF THE MUNICIPAL USE EASEMENT OR THE REGIONAL DRAINAGE EASEMENT GRANTED HEREBY.

GRANTORS SHALL NOT ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE WATER EASEMENT; PROVIDED, HOWEVER, GRANTORS SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID WATER EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH WATER GRANTEE'S ACCESS TO THE WATER FACILITIES.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

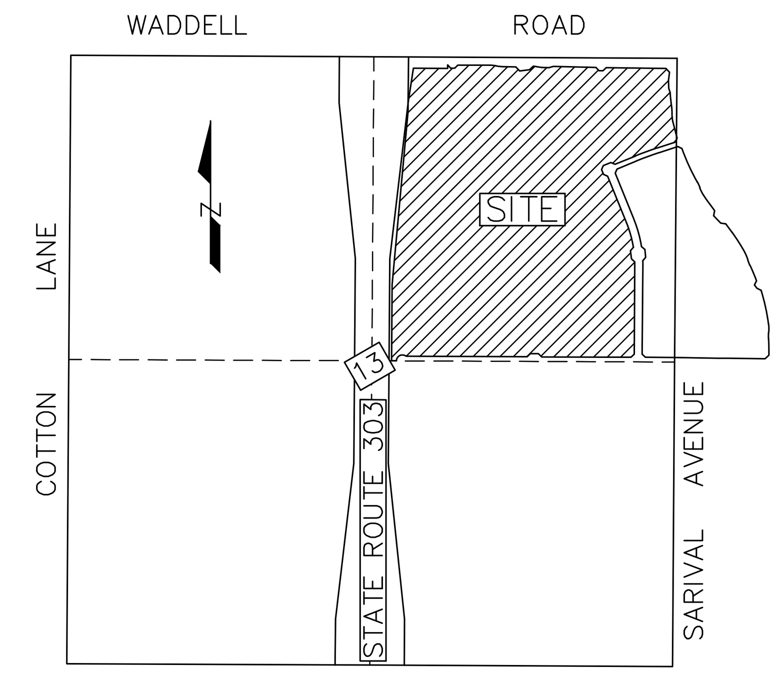
ALL OF THE PROVISIONS SET FORTH HEREIN, INCLUDING THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT GRANTED HEREBY, SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF GRANTORS, GRANTEE, WATER GRANTEE AND THEIR RESPECTIVE TRANSFEREES, SUCCESSORS AND ASSIGNS.

OWNER & DEVELOPER

WESTCOR SURPRISE RSC LLC
11411 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (480) 556–7741
CONTACT: SCOTT WAGNER

SURVEYOR

OLSSON
7250 N 16TH STREET, STE 210
PHOENIX, AZ 85020
PHONE: (602) 748–1000
CONTACT: MARK MACHEN, RLS



SECTION 13, T3N, R2W

VICINITY MAP

NTS

DEDICATION (CONTINUED)

ADMINISTRATION AND MAINTENANCE OF THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT RESIDE WITH GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.

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

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

THE EASEMENTS GRANTED WITHIN THIS PLAT ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON GRANTORS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

A SEGMENT OF THE EXISTING SARIVAL AVENUE RIGHT–OF–WAY WITHIN THE BOUNDS OF LOT 1, NOTED ON SHEET 3 AND DEPICTED ON SHEET 4 IN DETAIL 'C', IS TO BE ABANDONED BY THE ACCEPTANCE OF THIS PLAT.

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.

WESTCOR SURPRISE RSC LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

BY: WESTCOR SURPRISE RSC LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: MACERICH MANAGEMENT COMPANY,
A CALIFORNIA CORPORATION,
ITS MANAGING MEMBER

BY: ______________________________ DATE: ______________

NAME: ______________________________

TITLE: ______________________________

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ___________ DAY OF _______________, 20___. BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED ______________________________, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

SURVEYOR'S NOTE

1. LEGAL DESCRIPTION, BASIS OF BEARING, FLOOD ZONE, INTERGOVERNMENTAL AGREEMENT, PUBLIC NOTICE, RELEASE OF LIABILITY, DEVELOPMENT AGREEMENT, PLAT NOTES AND ADDITIONAL SURVEY NOTES ARE LOCATED ON SHEET 2.

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ___ DAY OF ___________, 20___.

____
CITY ENGINEER

THIS PLAT APPROVED BY THE CITY OF SURPRISE PLANNING AND ZONING COMMISSION

THIS ___ DAY OF __________, 20___.

____
CHAIRPERSON

ATTEST:

____
SECRETARY DATE

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

THIS ___ DAY OF __________, 20___.

____
MAYOR

ATTEST:

____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

GENE C. HARRISON II
REGISTERED LAND SURVEYOR
ARIZONA REG. NO, 22762
7250 N 16TH STREET, STE 210
PHOENIX, AZ 85020

LOT AREA TABLE		
LOT	SQUARE FEET ±	ACRES ±
1	712565	16.358
2	73692	1.692
3	223444	5.130
4	93191	2.139
5	4021078	92.311
PRASADA PKWY	115773	2.658
TOTAL	5239742	120.288

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Phoenix, AZ 85020-5282
TEL 602.748.1000
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

REPLAT OF LOT 3
"PRASADA - PHASE 1B NORTH", A COMMERCIAL SUBDIVISION

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

2019

SURPRISE, ARIZONA

drawn by: GPT
designed by:
checked by: GCH
project no.: 018-3610
date: 07/18/2019

SHEET
1 of 4

DWG: F:\2018\3501–4000\018–3610\40–Design\Survey\SRVY\Replat\SRVY_REPLAT_RV3_0183610.dwg USER: gtarpey
DATE: Jul 18, 2019 2:41pm XREFS: MARK_MACHEN_LS_AZ SRVY_BASE_0183610_RV3 GENE_HARRISON_LS_AZ

REPLAT OF LOT 3

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION (PER TITLE REPORT)

LOT 3, OF PRASADA – PHASE 1B NORTH, ACCORDING TO BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA

EXCEPT THAT PORTION CONVEYED TO THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION RECORDED IN DOCUMENT NO 2011–748109 DESCRIBES AS FOLLOWS:

THAT PORTION OF LOT 3, OF PRASADA – PHASE 1B NORTH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1011 OF MAPS, PAGE 40, LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, WHICH LIES WESTERLY OF THE FOLLOWING DESCRIBED NEW RIGHT OF WAY LINE:
NEW RIGHT OF WAY LINE DESCRIPTION:
COMMENCING AT AN ALUMINUM CAP ON 5/8 INCH REBAR STAMPED 'LS 2180' MARKING THE CENTER QUARTER CORNER OF SAID SECTION 13, BEING NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST 2627.26 FEET FROM A 2003 MARICOPA COUNTY ALUMINUM CAP IN POTHOLE 0.2 FOOT BELOW SURFACE STAMPED 'LS 29891' MARKING THE EAST QUARTER CORNER OF SAID SECTION 13;
THENCE ALONG THE EAST –WEST MID SECTION LINE OF SAID SECTION 13 SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST 171.45 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 23 MINUTES 36 SECONDS EAST 660.18 FEET;
THENCE NORTH 05 DEGREES 16 MINUTES 04 SECONDS EAST 1512.11 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 07 SECONDS EAST 70.54 FEET;
THENCE NORTH 08 DEGREES 33 MINUTES 53 SECONDS EAST 305.61 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF WADDELL ROAD;
THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF WADDELL ROAD SOUTH 89 DEGREES 2 MINUTES 33 SECONDS EAST 296.47 FEET TO THE POINT OF ENDING, ALSO BEING POINT "A"FOR LATER IDENTIFICATION;
THENCE NORTH 00 DEGREES 17 MINUTES 27 SECONDS EAST 98.00 FEET TO THE NORTH LINE OF SAID SECTION 13, BEING SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST 639.67 FEET FROM AN ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION (ADOT HD) ALUMINUM CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13.

EXCEPT ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE–DESCRIBED LAND, WITHOUT RESERVING THE RIGHT TO ENTER UPON OR USE THE SURFACE OR ANY PART OF THE SUBJECT LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE, AS RESERVED BY PROPERTY RESERVE ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY IN SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2007–0574109 AND RE–RECORDED IN INSTRUMENT NO. 20070694160 AND RE–RECORDED IN INSTRUMENT NO. 2007–1019343.
THE GRANTOR'S REMAINING LAND SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS TO STATE ROUTE 303L (BOB STUMP MEMORIAL PARKWAY) AND TO WADDELL ROAD, PROVIDING HOWEVER, THAT ACCESS SHALL BE PERMITTED TO WADDELL ROAD EASTERLY TO A POINT "A" AS DESCRIBED ABOVE.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARING S89°42'19"E AS MEASURED AND S89°42'33"E AS TAKEN FROM GDACS, RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION 'ZONE X', BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1660L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997 UNDER DOCKET NO. 97–0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS–OF–WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS IGA.

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 LIABILTY

WESTCOR SURPRISE RSC LLC, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE 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 ANT 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 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 DAMAGES OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

PLAT NOTES

1. PURSUANT TO A.R.S. § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
2. IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. NO ON–SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS AND PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BACK OF CURB, SHALL BE THE RESPONSIBILITY OF THE GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, FOR COMMUNITY NO. 040053. IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

SURVEYOR'S NOTES

1. THIS SURVEY WAS BASED UPON THE COMMONWEALTH LAND TITLE INSURANCE COMPANY REPORT ORDER NO. 19000177–040–DO, DATED JANUARY 18, 2019.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS PLAT.
4. NO DOCUMENTATION WAS FOUND OR PROVIDED THAT CALLS FOR THE ABANDONING OF THE EXISTING PAVED SARIVAL AVENUE ALONG THE EAST LINE OF SECTION 13, T3N, R2W, G&SRM, FROM WADDELL ROAD TO CACTUS ROAD.

NOTICE OF PRASADA PHASE 1B DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA PHASE 1B DEVELOPMENT AGREEMENT DATED OCTOBER 8, 2007 (AGREEMENT) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON OCTOBER 9, 2007, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET #2007–1103870. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS. AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, THEY ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT 5 TRIAD CENTER, SUITE 325, SALT LAKE CITY, UT 84180, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 20___.

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

BY _____ DATE _____

ITS ADMINISTRATIVE MANAGER

ATTEST:

BY _____ DATE _____

ITS ASSISTANT SECRETARY

WESTCOR SURPRISE RSC LLC

BY _____ DATE _____

ITS _____

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TEL 602.748.1000
www.olsson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22762
GENE C.
HARRISON II
Date Signed 07/18/19
ARIZONA U.S.A.

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

REPLAT OF LOT 3
"PRASADA - PHASE 1B NORTH", A COMMERCIAL SUBDIVISION

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

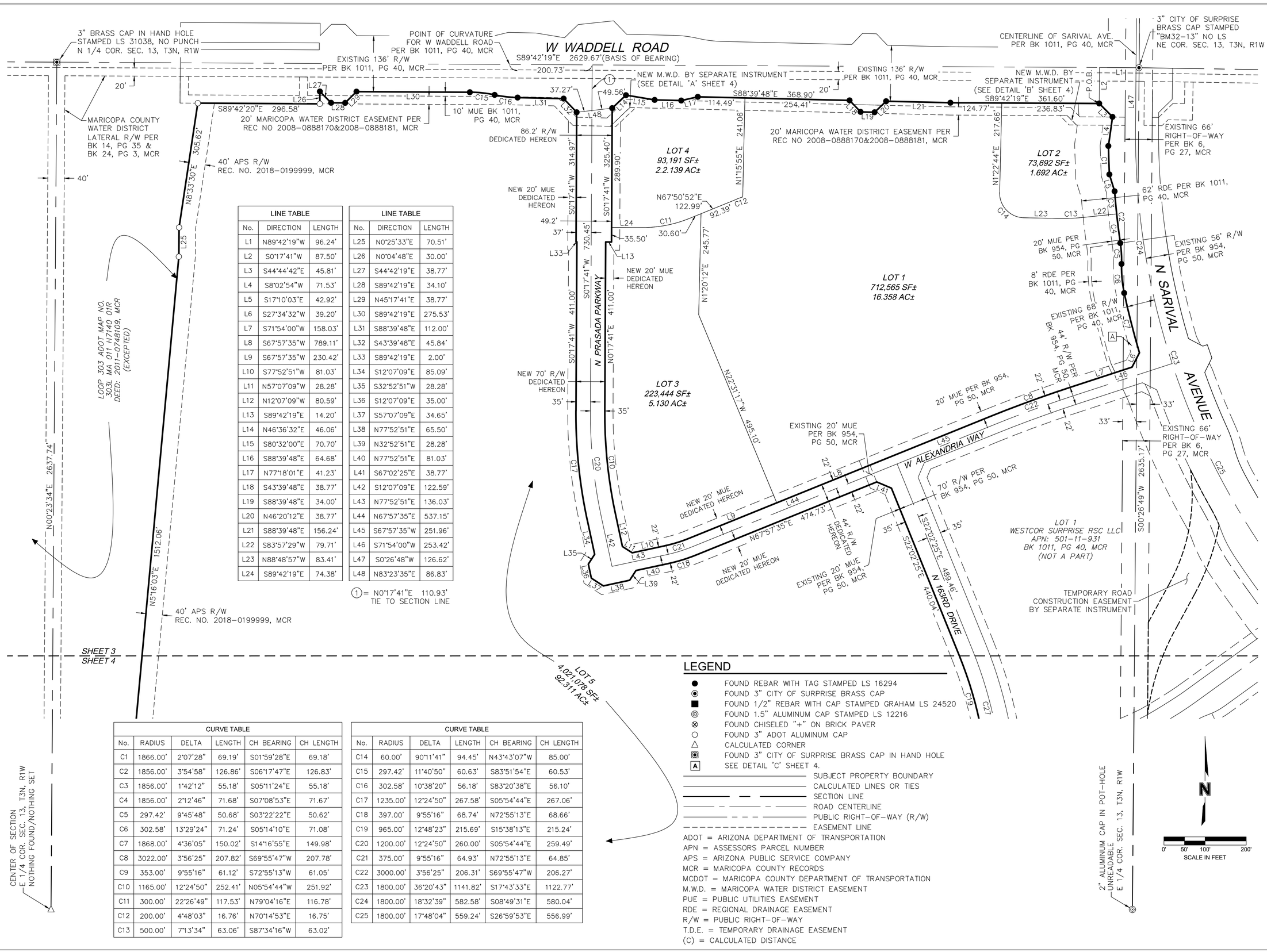
SURPRISE, ARIZONA

2019

drawn by: GPT
designed by:
checked by: GCH
project no.: 018-3610
date: 07/18/2019

SHEET
2 of 4

DWG: F:\2018\3501-4000\018-3610\40-Design\Survey\SRVY\Replat\SRVY_REPLAT_RV3_0183610.dwg USER: gtorpey
DATE: Jul 18, 2019 2:41pm XREFS: MARK_MACHEN_LS_AZ SRVY_BASE_0183610_RV3 GENE_HARRISON_LS_AZ



LINE TABLE		
No.	DIRECTION	LENGTH
L1	N89°42'19"W	96.24'
L2	S0°17'41"W	87.50'
L3	S44°44'42"E	45.81'
L4	S8°02'54"W	71.53'
L5	S17°10'03"E	42.92'
L6	S27°34'32"W	39.20'
L7	S71°54'00"W	158.03'
L8	S67°57'35"W	789.11'
L9	S67°57'35"W	230.42'
L10	S77°52'51"W	81.03'
L11	N57°07'09"W	28.28'
L12	N12°07'09"W	80.59'
L13	S89°42'19"E	14.20'
L14	N46°36'32"E	46.06'
L15	S80°32'00"E	70.70'
L16	S88°39'48"E	64.68'
L17	N77°18'01"E	41.23'
L18	S43°39'48"E	38.77'
L19	S88°39'48"E	34.00'
L20	N46°20'12"E	38.77'
L21	S88°39'48"E	156.24'
L22	S83°57'29"W	79.71'
L23	N88°48'57"W	83.41'
L24	S89°42'19"E	74.38'

LINE TABLE		
No.	DIRECTION	LENGTH
L25	N0°25'33"E	70.51'
L26	N0°04'48"E	30.00'
L27	S44°42'19"E	38.77'
L28	S89°42'19"E	34.10'
L29	N45°17'41"E	38.77'
L30	S89°42'19"E	275.53'
L31	S88°39'48"E	112.00'
L32	S43°39'48"E	45.84'
L33	S89°42'19"E	2.00'
L34	S12°07'09"E	85.09'
L35	S32°52'51"W	28.28'
L36	S12°07'09"E	35.00'
L37	S57°07'09"E	34.65'
L38	N77°52'51"E	65.50'
L39	N32°52'51"E	28.28'
L40	N77°52'51"E	81.03'
L41	S67°02'25"E	38.77'
L42	S12°07'09"E	122.59'
L43	N77°52'51"E	136.03'
L44	N67°57'35"E	537.15'
L45	S67°57'35"W	251.96'
L46	S71°54'00"W	253.42'
L47	S0°26'48"W	126.62'
L48	N83°23'35"E	86.83'

① = N0°17'41"E 110.93' TIE TO SECTION LINE

CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
C1	1866.00'	2°07'28"	69.19'	S01°59'28"E	69.18'
C2	1856.00'	3°54'58"	126.86'	S06°17'47"E	126.83'
C3	1856.00'	1°42'12"	55.18'	S05°11'24"E	55.18'
C4	1856.00'	2°12'46"	71.68'	S07°08'53"E	71.67'
C5	297.42'	9°45'48"	50.68'	S03°22'22"E	50.62'
C6	302.58'	13°29'24"	71.24'	S05°14'10"E	71.08'
C7	1868.00'	4°36'05"	150.02'	S14°16'55"E	149.98'
C8	3022.00'	3°56'25"	207.82'	S69°55'47"W	207.78'
C9	353.00'	9°55'16"	61.12'	S72°55'13"W	61.05'
C10	1165.00'	12°24'50"	252.41'	N05°54'44"W	251.92'
C11	300.00'	22°26'49"	117.53'	N79°04'16"E	116.78'
C12	200.00'	4°48'03"	16.76'	N70°14'53"E	16.75'
C13	500.00'	7°13'34"	63.06'	S87°34'16"W	63.02'

CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
C14	60.00'	90°11'41"	94.45'	N43°43'07"W	85.00'
C15	297.42'	11°40'50"	60.63'	S83°51'54"E	60.53'
C16	302.58'	10°38'20"	56.18'	S83°20'38"E	56.10'
C17	1235.00'	12°24'50"	267.58'	S05°54'44"E	267.06'
C18	397.00'	9°55'16"	68.74'	N72°55'13"E	68.66'
C19	965.00'	12°48'23"	215.69'	S15°38'13"E	215.24'
C20	1200.00'	12°24'50"	260.00'	S05°54'44"E	259.49'
C21	375.00'	9°55'16"	64.93'	N72°55'13"E	64.85'
C22	3000.00'	3°56'25"	206.31'	S69°55'47"W	206.27'
C23	1800.00'	36°20'43"	1141.82'	S17°43'33"E	1122.77'
C24	1800.00'	18°32'39"	582.58'	S08°49'31"E	580.04'
C25	1800.00'	17°48'04"	559.24'	S26°59'53"E	556.99'

LEGEND

- FOUND REBAR WITH TAG STAMPED LS 16294
- FOUND 3" CITY OF SURPRISE BRASS CAP
- FOUND 1/2" REBAR WITH CAP STAMPED GRAHAM LS 24520
- FOUND 1.5" ALUMINUM CAP STAMPED LS 12216
- FOUND CHISELED "+" ON BRICK PAVER
- FOUND 3" ADOT ALUMINUM CAP
- CALCULATED CORNER
- FOUND 3" CITY OF SURPRISE BRASS CAP IN HAND HOLE
- [A] SEE DETAIL 'C' SHEET 4.
- SUBJECT PROPERTY BOUNDARY
- CALCULATED LINES OR TIES
- SECTION LINE
- ROAD CENTERLINE
- PUBLIC RIGHT-OF-WAY (R/W)
- EASEMENT LINE

ADOT = ARIZONA DEPARTMENT OF TRANSPORTATION
APN = ASSESSORS PARCEL NUMBER
APS = ARIZONA PUBLIC SERVICE COMPANY
MCR = MARICOPA COUNTY RECORDS
MCDOT = MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
M.W.D. = MARICOPA WATER DISTRICT EASEMENT
PUE = PUBLIC UTILITIES EASEMENT
RDE = REGIONAL DRAINAGE EASEMENT
R/W = PUBLIC RIGHT-OF-WAY
T.D.E. = TEMPORARY DRAINAGE EASEMENT
(C) = CALCULATED DISTANCE

olsson
7250 North 16th Street, Suite 210
Phoenix, AZ 85020-5282
TEL 602.748.1000
www.olsson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22762
GENE C. HARRISON III
Date Signed 6/18/19
ARIZONA U.S.A.

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

REPLAT OF LOT 3
"PRASADA - PHASE 1B NORTH", A COMMERCIAL SUBDIVISION

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A REPLAT OF LOT 3 OF QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

2019

SURPRISE, ARIZONA

drawn by:	GPT
designed by:	
checked by:	GCH
project no.:	018-3610
date:	07/18/2019

SHEET 3 of 4

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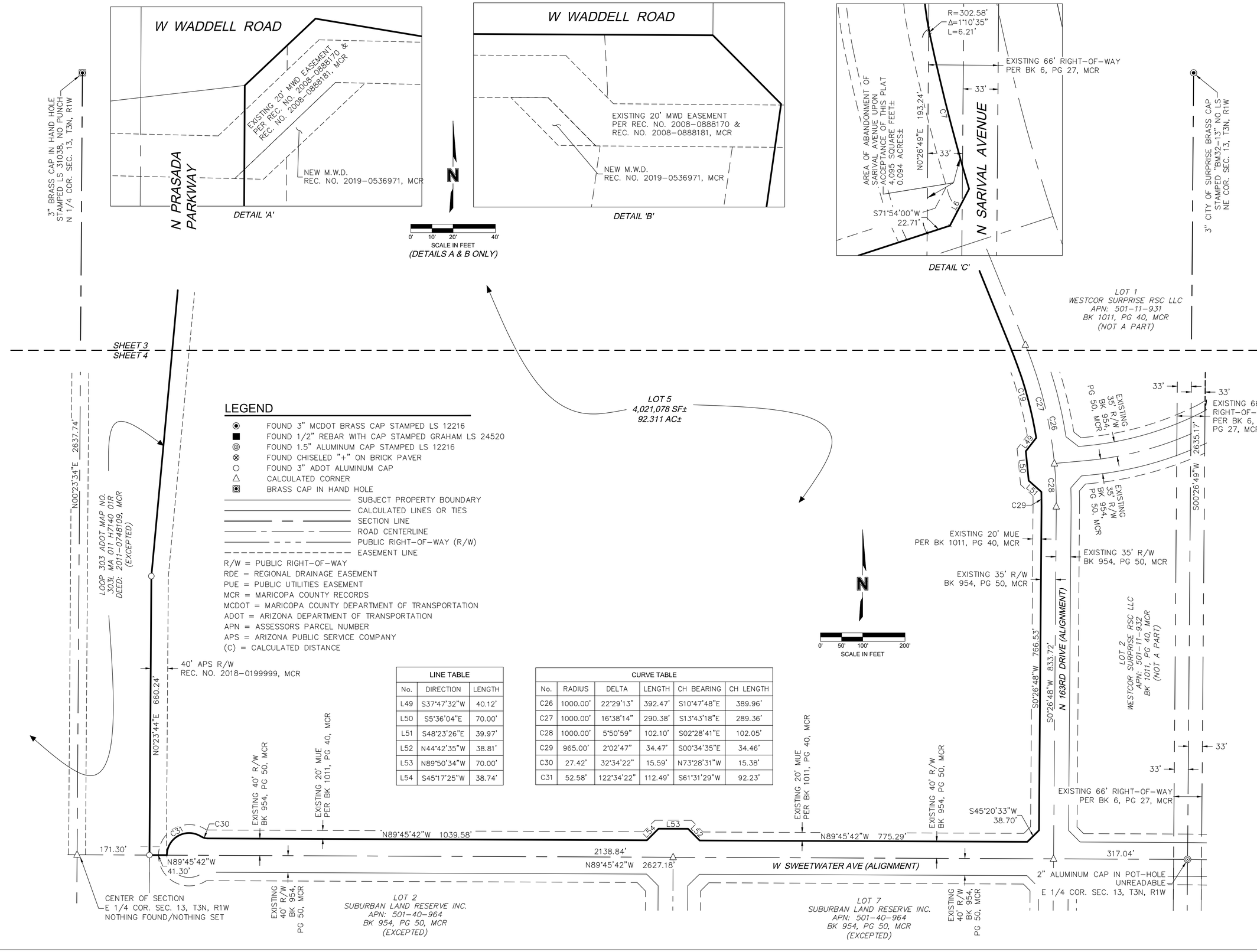

LINE TABLE		
No.	DIRECTION	LENGTH
L49	S37°47'32"W	40.12'
L50	S5°36'04"E	70.00'
L51	S48°23'26"E	39.97'
L52	N44°42'35"W	38.81'
L53	N89°50'34"W	70.00'
L54	S45°17'25"W	38.74'

CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CH BEARING	CH LENGTH
C26	1000.00'	22°29'13"	392.47'	S10°47'48"E	389.96'
C27	1000.00'	16°38'14"	290.38'	S13°43'18"E	289.36'
C28	1000.00'	5°50'59"	102.10'	S02°28'41"E	102.05'
C29	965.00'	2°02'47"	34.47'	S00°34'35"E	34.46'
C30	27.42'	32°34'22"	15.59'	N73°28'31"W	15.38'
C31	52.58'	122°34'22"	112.49'	S61°31'29"W	92.23'

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Phoenix, AZ 85020-5282
TEL 602.748.1000
www.olsson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22763
GENE C. HARRISON II
ARIZONA, U.S.A.

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

REPLAT OF LOT 3
"PRASADA - PHASE 1B NORTH", A COMMERCIAL SUBDIVISION

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A REPLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, T3N, R2W AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SURPRISE, ARIZONA

2019

drawn by: GPT
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SHEET
4 of 4

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DATE: Jul 18, 2019 2:42pm XREFS: MARK_MACHEN_LS_AZ SRVY_BASE_0183610_RV3 GENE_HARRISON_LS_AZ

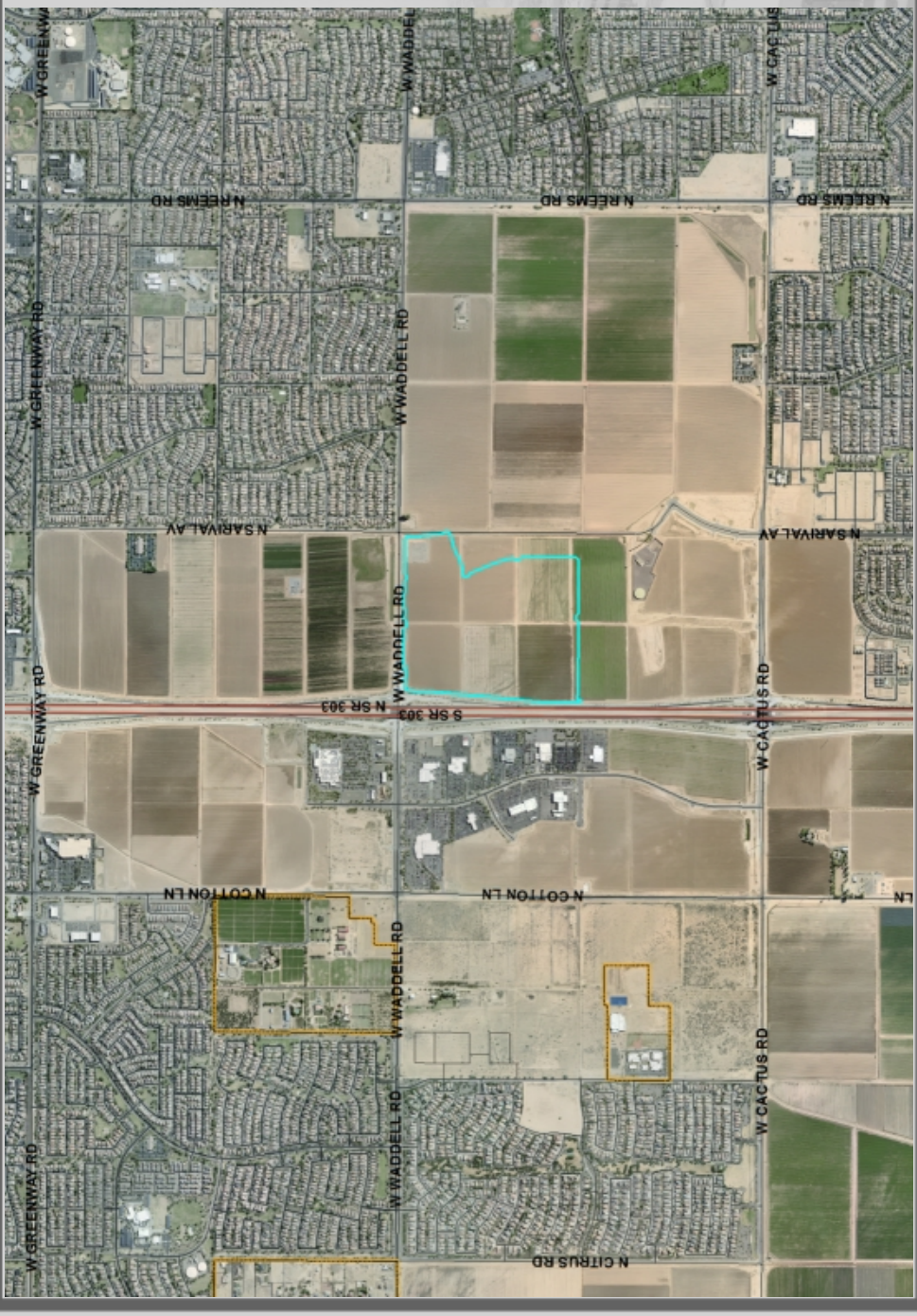
SURPRISE
ARIZONA

August 8, 2019 City Council

FS19-307

Prasada Phase 1B North Lot 3 Re-Plat

FS19-307
Prasada Phase 1B
North Lot 3 Re-Plat
Vicinity Map



FS19-307
Prasada Phase 1B
North Lot 3 Re-Plat
Case Map

FS19-307 Prasada Phase 1B North Lot 3 Re-Plat

REPLAT OF LOT 3

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WESTCOR SURPRISE RSC LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "REPLAT OF LOT 3", A COMMERCIAL SUBDIVISION, BEING LOT 3 OF "PRASADA–PHASE 1B NORTH", AS RECORDED IN BOOK 1011, PAGE 40, BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF LOT 3" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

WESTCOR SURPRISE RSC LLC 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.

WESTCOR SURPRISE RSC LLC ("GRANTOR") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, PERPETUAL USE OF A NON-EXCLUSIVE EASEMENT (THE "MUNICIPAL USE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "MUE" (THE "MUNICIPAL USE EASEMENT AREAS") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE CERTAIN IMPROVEMENTS AND INFRASTRUCTURE FACILITIES ("MUNICIPAL USE FACILITIES"), INCLUDING, WITHOUT LIMITATION, PUBLIC AND PRIVATE UTILITIES AND REQUIRED ABOVE GROUND APPURTENANCES (E.G., CABINETS, TRANSFORMERS, PADS, PEDESTALS, SWITCH GEAR, ETC.), CONDUITS, SLEEVES, STUBS, METERS, PULL BOXES, TRAFFIC CONTROL DEVICES, DRAINAGE, RETENTION, PATHS, TRAILS, SIDEWALKS, HARDSCAPE, LANDSCAPE, IRRIGATION, CURBS, GUTTERS, BUS BAYS, DECELERATION LANES, RIGHT TURN LANES, DRIVEWAY ENTRANCES, STREET SIGNAGE, TRAFFIC SIGNALS, PROJECT SIGNAGE (PUBLIC AND PRIVATE), MONUMENTATION, SCREEN WALLS AND ENTRY FEATURES (IN ACCORDANCE WITH THE PRASADA GATEWAY VILLAGE ("PGV") COMMERCIAL DESIGN GUIDELINES). THE MUNICIPAL USE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE MUNICIPAL USE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL MUNICIPAL USE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE MUNICIPAL USE EASEMENT AREAS. THE MUNICIPAL USE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE MUNICIPAL USE EASEMENT AREAS.

WESTCOR SURPRISE RSC LLC ("GRANTOR") HEREBY GRANTS TO THE CITY OF SURPRISE ("CITY"), SUBJECT TO THE RESTRICTIONS SET FORTH BELOW, PERPETUAL USE OF A NON-EXCLUSIVE EASEMENT (THE "REGIONAL DRAINAGE EASEMENT") OVER THOSE PORTIONS OF THE PRASADA PROJECT SHOWN ON THIS PLAT AS "RDE" (THE "REGIONAL DRAINAGE EASEMENT AREAS") TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND/OR REPLACE DRAINAGE AND RETENTION FACILITIES AND OTHER RELATED PUBLIC IMPROVEMENTS ("REGIONAL DRAINAGE FACILITIES"). THE REGIONAL DRAINAGE EASEMENT ALSO INCLUDES INGRESS AND EGRESS TO AND FROM THE REGIONAL DRAINAGE EASEMENT AREAS IN ORDER TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REPLACE ALL REGIONAL DRAINAGE FACILITIES AS MAY FROM TIME TO TIME BE LOCATED WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS. THE REGIONAL DRAINAGE EASEMENT IS FOR THE BENEFIT OF, AND THE TERM "GRANTEE" SHALL INCLUDE, THE CITY AND ALL PUBLIC UTILITY PROVIDERS AND OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES TO WHICH THE CITY GRANTS RIGHTS WITHIN THE REGIONAL DRAINAGE EASEMENT AREAS.

THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT SHALL NOT IMPAIR GRANTOR'S RIGHT TO USE THE MUNICIPAL USE EASEMENT AREAS AND THE REGIONAL DRAINAGE EASEMENT AREAS OR TO GRANT TO OTHERS THE RIGHT TO USE THE MUNICIPAL USE EASEMENT AREAS AND THE REGIONAL DRAINAGE EASEMENT AREAS, PROVIDED THAT ANY SUCH USE DOES NOT UNREASONABLY INTERFERE WITH ANY GRANTEE'S ENJOYMENT OF THE MUNICIPAL USE EASEMENT OR THE REGIONAL DRAINAGE EASEMENT GRANTED HEREBY.

GRANTORS SHALL NOT ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE WATER EASEMENT; PROVIDED, HOWEVER, GRANTORS SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID WATER EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH WATER GRANTEE'S ACCESS TO THE WATER FACILITIES.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

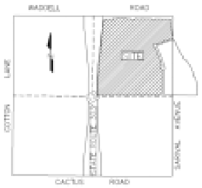
ALL OF THE PROVISIONS SET FORTH HEREIN, INCLUDING THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT GRANTED HEREBY, SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF GRANTORS, GRANTEE, WATER GRANTEE AND THEIR RESPECTIVE TRANSFEREES, SUCCESSORS AND ASSIGNS.

OWNER & DEVELOPER

WESTCOR SURPRISE RSC LLC
11411 N TATUM BLVD
PHOENIX, ARIZONA 85028
PHONE: (480) 556-7741
CONTACT: SCOTT WAGNER

SURVEYOR

OLSSON
7250 N 16TH STREET, STE 210
PHOENIX, AZ 85020
PHONE: (602) 748-1000
CONTACT: MARK MACHEN, RLS



SECTION 13, T3N, R2W
VICINITY MAP
NTS

DEDICATION (CONTINUED)

ADMINISTRATION AND MAINTENANCE OF THE MUNICIPAL USE EASEMENT AND THE REGIONAL DRAINAGE EASEMENT RESIDE WITH GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.

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

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

THE EASEMENTS GRANTED WITHIN THIS PLAT ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON GRANTORS AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

A SEGMENT OF THE EXISTING SARIVAL AVENUE RIGHT-OF-WAY WITHIN THE BOUNDS OF LOT 1, NOTED ON SHEET 3 AND DEPICTED ON SHEET 4 IN DETAIL 'C', IS TO BE ABANDONED BY THE ACCEPTANCE OF THIS PLAT.

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.

WESTCOR SURPRISE RSC LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

BY: WESTCOR SURPRISE RSC LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: MACERICH MANAGEMENT COMPANY,
A CALIFORNIA CORPORATION,
ITS MANAGING MEMBER

BY: ______________________ DATE: __________

NAME: ______________________

TITLE: ______________________

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS ________ DAY OF ____________ 20___ BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED ______________________ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

SURVEYOR'S NOTE

1. LEGAL DESCRIPTION, BASIS OF BEARING, FLOOD ZONE, INTERGOVERNMENTAL AGREEMENT, PUBLIC NOTICE, RELEASE OF LIABILITY, DEVELOPMENT AGREEMENT, PLAT NOTES AND ADDITIONAL SURVEY NOTES ARE LOCATED ON SHEET 2.

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF ____________ 20___

CITY ENGINEER

THIS PLAT APPROVED BY THE CITY OF SURPRISE PLANNING AND ZONING COMMISSION

THIS ____ DAY OF ____________ 20___

CHAIRPERSON

ATTEST:

SECRETARY DATE

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

THIS ____ DAY OF ____________ 20___

MAYOR

ATTEST:

CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

GENE C. HARRISON II
REGISTERED LAND SURVEYOR
ARIZONA REG. NO. 22782
7250 N 16TH STREET, STE 210
PHOENIX, AZ 85020

LOT AREA TABLE		
LOT	SQUARE FEET ±	ACRES ±
1	712565	16.358
2	73692	1.692
3	223444	5.130
4	93191	2.139
5	4021078	92.311
PRASADA PKWY	115775	2.658
TOTAL	5239740	120.288

olsson

REPLAT OF LOT 3
"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION
SURPRISE, ARIZONA
2019
REVISIONS

SHEET
1 of 4

FS19-307 Prasada Phase 1B North Lot 3 Re-Plat

REPLAT OF LOT 3

"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION, BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN NORTHEAST QUARTER OF SECTION 13, T3N, R2W, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R2W, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION (PER TITLE REPORT)

LOT 3, OF PRASADA – PHASE 1B NORTH, ACCORDING TO BOOK 1011 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION RECORDED IN DOCUMENT NO 2011-718709 DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3, OF PRASADA – PHASE 1B NORTH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1011 OF MAPS, PAGE 40, LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, WHICH LIES WESTERLY OF THE FOLLOWING DESCRIBED NEW RIGHT OF WAY LINE:
NEW RIGHT OF WAY LINE DESCRIPTION:
COMMENCING AT AN ALUMINUM CAP ON 5/8 INCH REBAR STAMPED "LS 21807" MARKING THE CENTER QUARTER CORNER OF SAID SECTION 13, BEING NORTH 89 DEGREES 40 MINUTES 44 SECONDS WEST 2637.26 FEET FROM A 2003 MARICOPA COUNTY ALUMINUM CAP IN POTHOLE 0.2 FOOT BELOW SURFACE STAMPED "LS 26891" MARKING THE EAST QUARTER CORNER OF SAID SECTION 13;
THENCE ALONG THE EAST –WEST MID SECTION LINE OF SAID SECTION 13 SOUTH 89 DEGREES 40 MINUTES 44 SECONDS EAST 171.45 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 23 MINUTES 36 SECONDS EAST 660.16 FEET;
THENCE NORTH 05 DEGREES 16 MINUTES 04 SECONDS EAST 1512.71 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 07 SECONDS EAST 70.54 FEET;
THENCE NORTH 08 DEGREES 33 MINUTES 53 SECONDS EAST 305.61 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF WADDELL ROAD;
THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF WADDELL ROAD SOUTH 89 DEGREES 2 MINUTES 33 SECONDS EAST 296.47 FEET TO THE POINT OF ENDING, ALSO BEING POINT "A" FOR LATER IDENTIFICATION;
THENCE NORTH 00 DEGREES 17 MINUTES 27 SECONDS EAST 55.00 FEET TO THE NORTH LINE OF SAID SECTION 13, BEING SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST 639.67 FEET FROM AN ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION (ADOT HD) ALUMINUM CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 13.

EXCEPT ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE-DESCRIBED LAND, WITHOUT RESERVING THE RIGHT TO ENTER UPON OR USE THE SURFACE OR ANY PART OF THE SUBJECT LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE, AS RESERVED BY PROPERTY RESERVE ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY IN SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2007-0574109 AND RE-RECORDED IN INSTRUMENT NO. 20070898140 AND RE-RECORDED IN INSTRUMENT NO. 2007-1019343.
THE GRANTOR'S REMAINING LAND SHALL HAVE NO RIGHT OR EASEMENT OF ACCESS TO STATE ROUTE 303L (BOB STUMP MEMORIAL PARKWAY) AND TO WADDELL ROAD, PROVIDING HOWEVER, THAT ACCESS SHALL BE PERMITTED TO WADDELL ROAD EASTERLY TO A POINT "A" AS DESCRIBED ABOVE.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID LINE BEARING S89°42'19"E AS MEASURED AND S89°42'33"E AS TAKEN FROM GDACS, RECORDED IN BOOK 881, PAGE 18, MARICOPA COUNTY RECORDS.

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "ZONE X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 04013C1650L, WITH AN REVISION DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, SURPRISE, ARIZONA. ZONE X BEING DEFINED AS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997 AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 8, 1997 UNDER DOCKET NO. 97-0231758 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS, AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS IGA.

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

WESTCOR SURPRISE RSC LLC, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE 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 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 DAMAGES OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

PLAT NOTES

1. PURSUANT TO A.R.S. § 48-11102, 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 #14151 AND 14710, WHEN APPLICABLE.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. NO ON-SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
4. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS AND PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BACK OF CURB, SHALL BE THE RESPONSIBILITY OF THE GRANTORS OR THEIR SUCCESSORS, ASSIGNEES AND DESIGNEES.
5. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1650L, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

SURVEYOR'S NOTES

1. THIS SURVEY WAS BASED UPON THE COMMONWEALTH LAND TITLE INSURANCE COMPANY REPORT ORDER NO. 19820177-040-DS, DATED JANUARY 18, 2019.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS PLAT.
4. NO DOCUMENTATION WAS FOUND OR PROVIDED THAT CALLS FOR THE ABANDONING OF THE EXISTING PAVED SARIVAL AVENUE ALONG THE EAST LINE OF SECTION 13, T3N, R2W, G&SRM, FROM WADDELL ROAD TO CACTUS ROAD.

NOTICE OF PRASADA PHASE 1B DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA PHASE 1B DEVELOPMENT AGREEMENT DATED OCTOBER 8, 2007 (AGREEMENT) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON OCTOBER 9, 2007, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET #2007-1103870. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS. AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, THEY ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT 5 TRIAD CENTER, SUITE 325, SALT LAKE CITY, UT 84180, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS ______ DAY OF __________________ 20___

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

BY ______________________________ DATE __________

ITS ADMINISTRATIVE MANAGER

ATTEST:

BY ______________________________ DATE __________

ITS ASSISTANT SECRETARY

WESTCOR SURPRISE RSC LLC

BY ______________________________ DATE __________

ITS ______________________

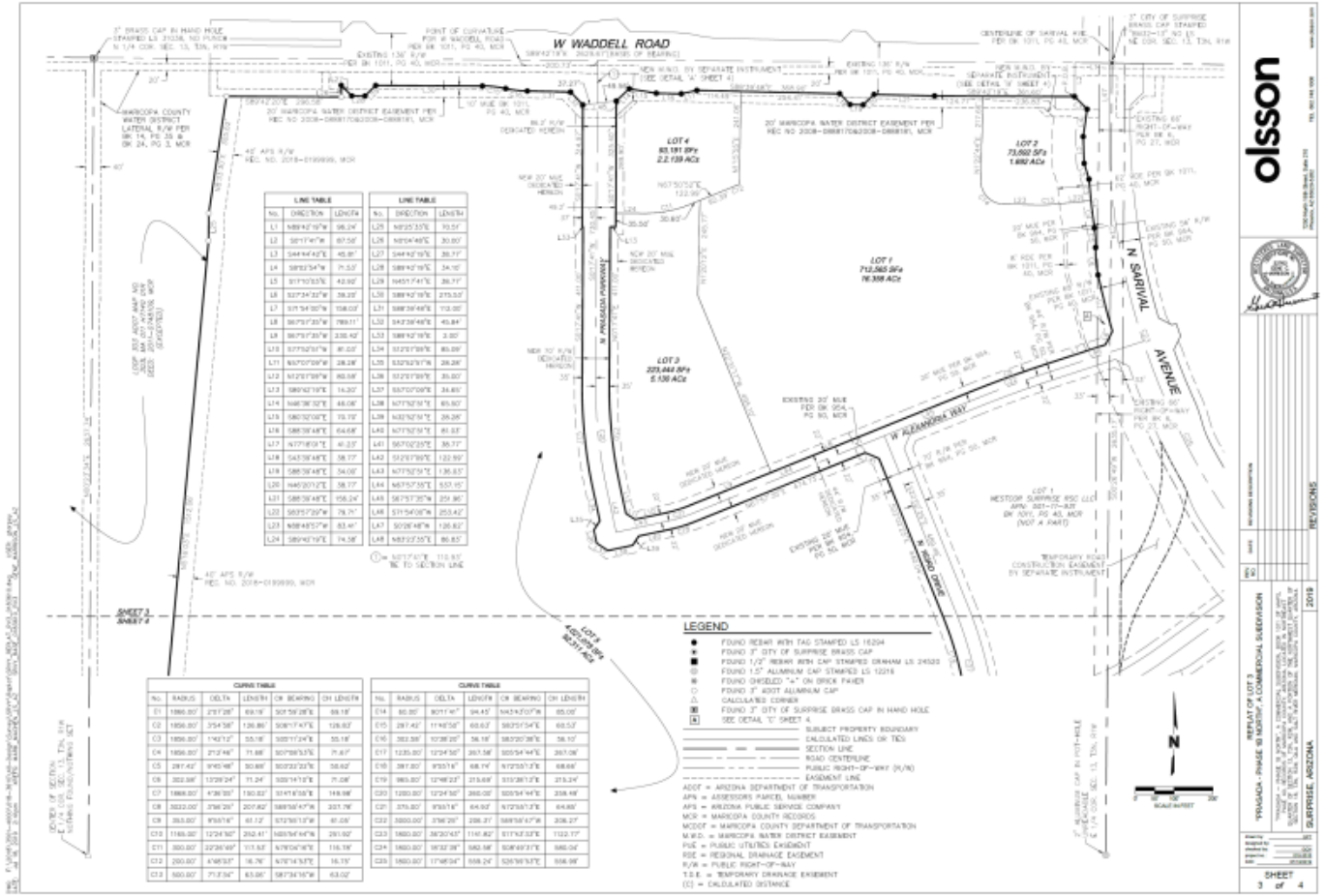
olsson

REVISIONS

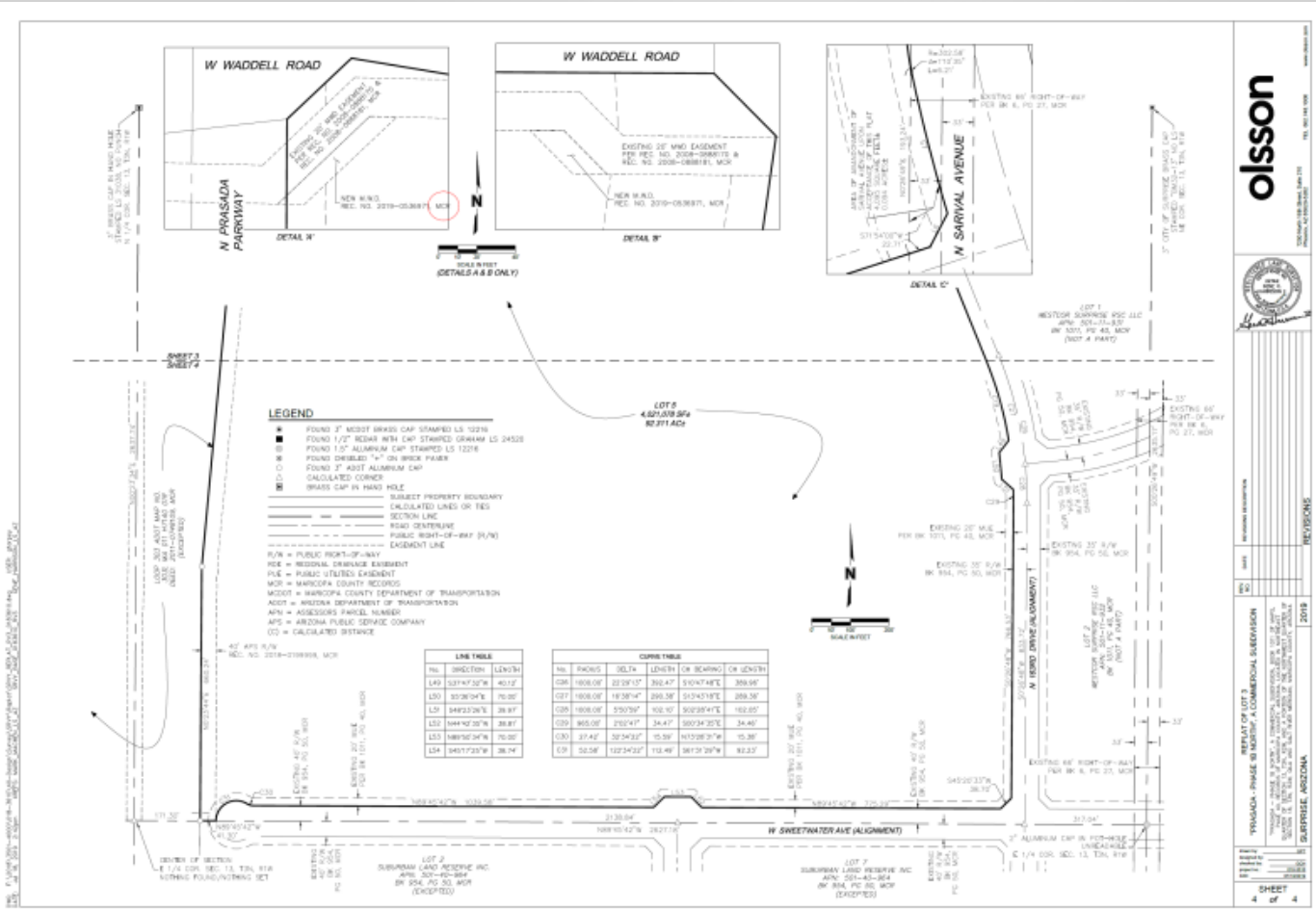
REPLAT OF LOT 3
"PRASADA – PHASE 1B NORTH", A COMMERCIAL SUBDIVISION
SURPRISE, ARIZONA

2019

SHEET 2 of 4



FS19-307
Prasada Phase 1B
North Lot 3 Re-Plat



FS19-307
Prasada Phase 1B
North Lot 3 Re-Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RESOLUTION #2019-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "RE-PLAT OF LOT 3 PRASADA PHASE 1B NORTH," GENERALLY LOCATED SOUTH OF WADDELL ROAD BETWEEN SR 303 AND SARIVAL AVENUE.

WHEREAS, on June 22, 2006, the Mayor and City Council approved the Prasada Planned Area Development;

WHEREAS, on September 25, 2008, the Mayor and City Council approved the Final Plat for Prasada Phase 1B North;

WHEREAS, the proposed Final Re-Plat of Lot 3 Prasada Phase 1B North, attached hereto as Exhibit A, does not create any substandard or nonconforming lots; and

WHEREAS, the proposed Final Re-Plat complies with the Surprise General Plan and Municipal Code, except as to the provision of a Street Light Improvement District and the posting of financial assurances to guarantee construction of required public infrastructure improvements.

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

Section 1. The Final Re-Plat entitled "RE-PLAT OF LOT 3 PRASADA PHASE 1B NORTH" dated July18, 2019, and attached hereto as Exhibit A, is approved and shall be recorded with the Office of the Recorder for Maricopa County, Arizona.

Section 2. No development permits for the Final Re-Plat will be approved and issued by the City until such time as the developer has secured all financial assurances for construction of public infrastructure improvements required by the Surprise Municipal Code and has addressed all civil comments on the plans to the satisfaction of the City, including, but not limited to, those associated with the Traffic Impact Analysis.

Section 3. Prior to acceptance of roadway improvements associated with this Final Re-Plat, the developer shall enter into a Street Light Maintenance Agreement with the City of Surprise for those portions of Prasada Parkway and Alexandria Way established by this Plat.

APPROVED AND ADOPTED this_____day of _____2019.

_____
Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019 Contact Person:
Submitting Department: Economic Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of a Development Incentive Agreement between the City of Surprise and Surprise Center Development Company, LLC.; Resolution #2019-100.

Motion:
I move to approve Resolution # 2019-100.

Background:
On May 5, 2016, the City of Surprise ("City") and Surprise Center Development Company LLC ("SCDC") entered into a Compromise Settlement Agreement to resolve and make a final release of all claims between the two parties as a result of the legal action then pending as CV2014-011510 in the Maricopa Superior Court.

Paragraph 12 of the Compromise Settlement Agreement provided in pertinent part that the City and SCDC would agree upon and execute a development incentive agreement ("Agreement") to encourage development of city center in a manner beneficial to the City. The same provision provided, among other requirements, that the terms of any development incentive agreement negotiated would, by necessity, be consistent with current Arizona Gift Clause requirements, and, be dependent upon the nature, characteristic, and scope of specific future development projects as they are identified.

Objective Analysis:
The Agreement under consideration will fully satisfy the parties' obligation under Paragraph 13 of the Compromise Settlement Agreement to enter into a Development Incentive Agreement. Under the terms of the proffered Agreement, the City and SCDC will, among other things, attempt to negotiate terms of an infrastructure improvement agreement for public infrastructure within city center. However, this provision does not commit the City to enter into a future infrastructure agreement or perform thereunder unless the terms are agreeable and there is a "meeting of the minds" after good-faith negotiation and City Council appropriates sufficient funds.

Additionally, the Agreement is intended to promote development of certain uses ("Preferred Land Uses or PLUs") by providing that the City, again in its sole discretion, will consider certain project specific incentives once specific PLU projects are identified. In accordance with the intent, and expressed language of Paragraph 12 of the Compromise Settlement Agreement, the proposed Agreement also

provides that the nature, scope, and application of any potential incentive will be dependent on the nature and benefit received by specific identified PLU projects.

Finally, the Agreement memorializes the concept that City Council may, in the future and in its sole discretion, establish a fund for future public facilities or improvements within city center.

Policy Compliant:

Pursuant to the proffered Agreement, the obligations of the City are discretionary and require, once any future projects and potential incentives are identified, an evaluation and commensurate benefit to the City in order to comply with any applicable laws, including among others, Arizona's Gift Clause and ARS 9-500.11. Approval of this Agreement will satisfy the City's obligation under the Compromise Settlement Agreement.

Financial Impact:

There is no immediate financial impact to the City. The obligations pertaining to future incentives are discretionary and subject to City Council's appropriation of funding for any specific incentive. Because any future incentive contemplated will be dependent on the nature, scope, and character of yet to be determined development projects, it is not feasible to identify any fiscal impact until specific projects and incentives have been identified. As projects and accompanying potential incentives are identified and considered in the future, the City at that point will be able to determine financial impact, and either approve or reject the requested incentive.

Budget Impact:

There is no immediate financial impact to the City's budget. The obligation pertaining to future incentives are subject to City Council's appropriation of funding during the budget process. Therefore, City Council will be able to evaluate impact to the budget and either fund, or withhold funding, of specific incentives in the future.

FTE Impact:

N/A.

ATTACHMENTS:

1. 19.07.22 EVR Resolution 2019-100
2. Surprise Center Development Company
3. 07-18-2019 SCDC Development Incentive Agreement (signed)

RESOLUTION # 2019-100

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF SURPRISE AND SURPRISE CENTER DEVELOMENT COMPANY, LLC.

WHEREAS, the City of Surprise and Surprise Center Development Company, LLC ("SCDC") entered into a Compromise Settlement Agreement and Full and Final Release of All Claims dated May 5, 2016, ("Settlement Agreement") to resolve a then pending lawsuit between the parties;

WHEREAS, Paragraph 12 of the Settlement Agreement requires the City and SCDC to negotiate and enter into a "Development Incentive Agreement";

WHEREAS, the City and SCDC have negotiated and agreed upon the terms and conditions of the requisite "Development Incentive Agreement";

WHEREAS, the City and SCDC now desire to enter into and execute the Development Incentive Agreement ("Agreement") attached hereto as Exhibit A and intend that it fully satisfy the requirement of Paragraph 12 of the Settlement Agreement.; and

WHEREAS, the Mayor and City Council find and have determined that entering into the Agreement is in the best interests of the City.

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

Section 1. The Development Incentive Agreement between the City of Surprise and Surprise Center Development Company, LLC, attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2019.

_____
Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit “A” – Development Incentive Agreement

SURPRISE
ARIZONA

SURPRISE CITY CENTER DEVELOPMENT COMPANY – INCENTIVE AGREEMENT

ECONOMIC DEVELOPMENT DEPARTMENT | AUGUST 6, 2019

OVERVIEW

- Background
- Objective Analysis
- Financial Impact

Background

Surprise Center Development Company

- Owns +/-472 acres around City Center

Objective Analysis

Major Incentive Agreement Components

- Priority Development Projects
- Development Tools
  - Collaborative site marketing, sustainability solutions, public improvement, economic development tools, etc
- Priority Infrastructure
  - +8 public outreach meetings to help define priorities

Financial Impact

- No immediate financial impact
- Future project specific incentive agreements for Council approval

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

When recorded, return to:

City Clerk
City of Surprise
16000 North Civic Plaza
Surprise, Arizona 85374-7470

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DEVELOPMENT INCENTIVE AGREEMENT

(Surprise, Arizona)

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This Development Incentive Agreement (the "Agreement") is made to be effective as of _____, 2019 ("Effective Date"), by and between Surprise Center Development Company, LLC, an Arizona limited liability company ("SCDC" or "Developer") and the City of Surprise, an Arizona municipal corporation ("City"). SCDC and City may be referred to individually as a "Party" or collectively as the "Parties." The term of this Agreement shall be thirty (30) years from the Effective Date ("Term").

1. Recitals. As background to this Agreement, the Parties state, recite, agree, and acknowledge the following Recitals, each of which is a material term and provision of this Agreement:

A. The Developer Property. SCDC owns approximately 472.23 acres of real property, legally described in ***Exhibit A*** attached to this Agreement and fully incorporated into this Agreement ("Developer Property"), located in the square mile area bounded by Bell Road on the north, Greenway Road on the south, Litchfield Road on the east, and Bullard Avenue on the west, in Surprise, Arizona, and as generally depicted on ***Exhibit B*** attached to this Agreement and fully incorporated into this Agreement ("City Center"). City Center includes the Developer Property and separate property owned by the City upon which the Surprise City Hall, Ottawa University, the Surprise tennis center, Dreamcatcher Park, and other government facilities are located

B. Existing Development Agreement. SCDC and City previously entered into a Redevelopment and Disposition Agreement relating to the Developer Property, dated June 19, 1997, and recorded June 23, 1997, as Instrument No. 97-0421643, in the Official Records of Maricopa County, Arizona ("Official Records"); and later amended by a First Amendment to Redevelopment and Disposition Agreement dated December 13, 1999, and recorded February 10, 2000, as Instrument No. 2000-0099654, in the Official Records; and later amended by a Second Amendment to Redevelopment and Disposition Agreement dated December 23, 1999, and recorded April 28, 2000, as Instrument No. 2000-0325399, in the Official Records; and later amended by a Third Amendment to Redevelopment and Disposition Agreement dated April 28, 2000, and recorded April 28, 2000, as Instrument No. 2000-0325401, in the Official Records; and later amended by a Fourth Amendment to Redevelopment and Disposition Agreement dated

September 27, 2001, and recorded October 9, 2001, as Instrument No. 2001-0934097, in the Official Records (all of the foregoing referred to collectively in this Agreement as the "RDA").

C. Existing Planned Area Development Zoning. The City approved SCDC's Planned Area Development (PAD 00-105) on January 25, 2001 ("PAD"). SCDC's rights pursuant to the PAD are vested pursuant to the RDA and applicable law.

D. Settlement Agreement. City filed an action against SCDC in 2014, alleging, inter alia, certain violations by SCDC of the RDA, in Maricopa County Superior Court as CIV2014-011510 ("Litigation"). The Parties subsequently entered into a Compromise Settlement Agreement and Full and Final Release of All Claims dated May 5, 2016 ("Settlement Agreement") in which, inter alia, the Parties agreed, among other actions, (i) to dismiss the Litigation (Paragraph 4), (ii) to acknowledge that the RDA is and remains valid and in full force and effect (Paragraph 2), (iii) to perform a mutually acceptable drainage study for City Center, including the Developer Property (Paragraph 7), (iv) cooperatively develop a master plan for the Developer Property (Paragraph 13), and (v) to enter into a "Development Incentive Agreement" (Paragraph 12). This Agreement is the Development Incentive Agreement intended and contemplated by the Parties to be entered into pursuant to the Settlement Agreement; this Agreement and the Parties' obligations under this Agreement are in furtherance of and satisfy this requirement in the Settlement Agreement; and the Parties' obligations under the Settlement Agreement constitute additional consideration for this Agreement.

E. Development Agreements. The Parties understand and acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of A.R.S. § 9 500.05, and it shall be recorded against the interest of SCDC in the Developer Property in the Official Records to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and assigns.

2. Definitions. Unless otherwise defined in this Agreement, the following defined terms have the meanings set forth below:

"Affiliate" means, as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition: (i) "control" (including with correlative meaning, the terms "controlling," "controlled by" and "under common control"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise; and (ii) "person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

"Applicable Laws" means the federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and

official policies of City which apply to the development of the Developer Property at the time of development.

"City Center" means as defined in Recital A.

"Class A" means office buildings asking gross rents based on a specified range between the top 30-40% of the office rents in the marketplace.

"Class B" means office buildings that are on average good locations relative to the needs of major tenant sectors in the marketplace.

"Developer" means SCDC and its successors, grantees, transferees, and assignees as to all or any portion of the Developer Property.

"Developer Property" means as defined in Recital A.

"Master Drainage Study" means the Master Drainage Study for City Center dated July 11, 2017 prepared by Dibble Engineering.

"PAD Plan" means as defined in the RDA.

"Preferred Land Use" or ("PLU") includes, but is not limited to, at the sole discretion of City, any of the following:

"Bio-Medical" means an industry sector primarily composed of genetics, pharmaceutical, biotech, medical devices, diagnostics, treatment, and specialized laboratory or research and development space.

"Boutique-Style Hotel" means a small hotel, typically between 10 and 100 rooms in unique settings with upscale accommodations, and including some or all of the following: a dedicated concierge, valet parking, turndown service by request, 24-hour room service, full-service spas, tennis courts, exercise facilities, spa, golf access, child-care services, and upgraded pools.

"Civic Use" means development that is of or relating to a governmental entity, or use by a governmental entity.

"Convention Center/Entertainment Venue" means any property used in connection with a convention, meeting center, and/or entertainment center, including auditoriums, performing arts, exhibition halls, facilities for food preparation and serving, parking facilities, and administrative offices.

"Full Service Hotel" means a hotel that includes some or all of the following: on-site restaurants, lounges and group meeting spaces with banquet facilities, selective amenities such as spas, elaborate banquet rooms, extended room services, and

concierge services.

"Healthcare" means an industry sector relating to medical and healthcare goods or services, including hospital management firms, health maintenance organizations ("HMOs"), biotechnology, and a variety of medical products.

"Integrated Mixed-Use Urban Development (Minimum DUA of 15)" is a development that emphasizes vertical and horizontal integration and mixing of land uses in a pedestrian-friendly way, as well as the integration of commercial development. *Multi-Family Residential* uses will be vertically integrated above street level retail, office or public uses where enhanced street related activity is desired. *Mixed Use Residential* emphasizes vertical development of residential and non-residential land uses where the residential component of the project constitutes at least 75% of the overall square footage (vertical mixed use) or acreage (horizontal mixed use). The remaining 25% of the square footage or acreage would constitute commercial retail, office, medical, entertainment or civic related uses. *Mixed Use Commercial* emphasizes vertical development of commercial land uses where the commercial (or non-residential) component of the project constitutes at least 75% of the overall square footage (vertical mixed use) or acreage (horizontal mixed use). The remaining 25% of the square footage or acreage would constitute supporting residential uses.

"Low -Rise Office Development" means office buildings that are 1 to 7 stories above ground level and Class A or Class B.

"Market Square or Center" means a market-type district featuring multiple specialty shops (*e.g.*, Signature Retail) alone, or in combination with multiple specialty entertainment venues (*e.g.*, Signature Entertainment) that are within easy walking distance of one another and is considered a shopping destination. Examples of a Market Square or Center are Kierland Commons and the Scottsdale Quarter in Scottsdale, Arizona, ParkWest in Peoria, Arizona, and Westgate in Glendale, Arizona.

"Medical" means an industry sector relating to the practice of medicine, typically treatment by a nurse, physician assistant, or physician, in a sterile facility suitable for such treatment, including hospitals, physician offices, extended care facilities, physical therapy, and outpatient care facilities.

"Mid-Rise Office Development" means office buildings that are between 8 and 15 stories above ground level and Class A.

"Resort" means a self-contained commercial establishment that seeks to

provide for most of a vacationer's wants while remaining on the premises, such as food, drink, lodging, sports, entertainment, and shopping and customarily feature full-service spas, tennis courts, golf access, child-care services, and upgraded pools.

"Signature Entertainment Center" means a multi-tenant or owner development that includes a minimum of 33% Signature Entertainment establishment footage.

"Signature Retail Center" means a multi-tenant or owner development that includes a minimum of 33% Signature Retail establishment footage.

"Retail" means an industry sector relating to the sale of products and services to the final consumer as opposed to a wholesaler or supply chain customer.

"SCDC" means Surprise Center Development Company, LLC, an Arizona limited liability company, and its successors, grantees, transferees, and assignees as to all or any portion of the Developer Property.

"Signature Entertainment" means specialty entertainment establishments that serve a specific market segment or segments. Examples include Great Wolf Lodge, Alamo Draft House, Yard House, Fox Restaurant Concepts, Makutu's Island, Improv Comedy Club, specialty wine or beer bars, specialty sports bars, restaurants or bars featuring live music, Howl at the Moon Dueling Pianos, etc.

"Signature Retail" means specialty Retail stores selling to a specific market segment, but typically above market average, and typically with exceptional customer service and are often more closely associated to small store establishments and boutiques. Further, the customer base for Signature Retail will typically travel to a destination to purchase the niche product. Examples include Sunglass Hut, Chico's, Williams Sonoma, etc.

"Term" means thirty (30) years from the Effective Date of this Agreement.

"Third Party" means a person other than a Party, an Affiliate of a Party, or an agent or other representative of a Party or an Affiliate of a Party.

3. Satisfaction of Requirement for Development Incentive Agreement. The City and the Developer expressly agree and declare that this Agreement fully and completely satisfies and fulfills the obligation imposed by Paragraph 12 of the Settlement Agreement that the Parties use "Commercially Reasonable" efforts, as such term is defined in Paragraph 6 of the Settlement Agreement, to enter into a Development Incentive Agreement to promote development of the Developer Property

4. Master Drainage Study. In furtherance of Paragraph 7 of the Settlement Agreement, the City engaged Dibble Engineering to prepare a Master Drainage Study for City Center, including the Developer Property, dated July 11, 2017. A copy of the Master Drainage

Study was thereafter provided by the City to the Developer for review, comment, and approval. By letter dated January 18, 2019, the City requested the Developer to formally approve and the Developer did thereafter approve the Master Drainage Study, and the Parties agree that the obligations set forth in Paragraph 7 of the Settlement Agreement are hereby deemed fully satisfied. A copy of the January 18, 2019 letter signed by authorized representatives of the City and the Developer is attached hereto as ***Exhibit C***.

5. Master Plan. In furtherance of Paragraph 13 of the Settlement Agreement, the Developer and the City have conducted in good faith a series of planning and review sessions with respect to Developer's Master Plan for the Developer Property and applicable adjacent property. The Parties agree the obligations set forth in Paragraph 13 of the Settlement Agreement are hereby fully satisfied.

6. Infrastructure Improvement Agreement. Promptly following the Effective Date, the Parties will commence good faith negotiations to agree upon the terms of an Infrastructure Improvement Agreement for the construction of public infrastructure within City Center, including the Developer Property, which improvements may include, but are not be limited to, arterial roadways, water features and lakes/ponds for recharge of effluent, public parks and other gathering spaces, utilities, water and wastewater facilities, trails, and other public amenities beneficial to the public and existing and future development within City Center; provided, however, that (1) the inability of the Parties to reach such an agreement for this purpose, notwithstanding such good faith negotiations, shall not be considered a breach of this Agreement by either Party, and (2) the City's legal duty to perform any financial obligation under any agreed upon Infrastructure Improvement Agreement shall be subject to prior appropriation of sufficient funding by the Surprise City Council.

7. Future Economic Development Agreements. The City Council is of the opinion that the development of the Developer Property with PLUs has the potential to: (a) substantially enhance the economic health of City; (b) result in a net increase or retention of jobs in City; (c) add to the tax base; (d) otherwise improve or enhance the economic welfare of the residents and businesses of City; (e) result in development which may not otherwise occur in City without these incentives; and (f) demonstrate the potential to generate revenues and other benefits to City, which outweigh or are not disproportionate to the costs associated with these incentives. Accordingly, in order to promote and encourage the development of PLUs, including any additional land uses later determined by the City Council to be preferred, on the Developer Property, City, in its sole discretion and subject to City Council's appropriation of funds, may negotiate and enter into with the Developer and/or third party developers/end users of sites within the Developer Property separate site and project specific economic development agreements to provide various development incentives to development of PLUs, including, but not limited to, in the City's discretion, the following:

(a) Reimbursement of public improvements from a portion of taxes generated by development and operation of the PLU and site, whether from a future Civic Public Improvement Account or otherwise.

(b) Assistance with construction of streets and other public infrastructure.

(c) Waiver of fees.

(d) Utilizing City planning and zoning resources.

(e) Expedited review/approval processes.

(f) Workforce training reimbursement.

(g) Property tax abatement.

(h) Cooperation in obtaining incentives that may be available from other sources, such as Maricopa County and the State of Arizona.

7.1 The nature, scope, and application of any agreed to incentive will depend on the nature, characteristic, and scope of any specific future development project. Any incentive provided to any specific development project for a PLU will be contingent on the City receiving commensurate bargained for consideration from that project. Once a specific PLU development project has been identified, the City, by necessity, shall evaluate the project to ensure compliance with any Applicable Laws relating to approval of any incentives, including, but not limited to, the Anti-Gift Clause of the Arizona Constitution and A.R.S. § 9-500.11.

7.2 Any incentive agreement shall be consistent with the Arizona Supreme Court's then current interpretation and application of the limitations imposed on Arizona municipalities by the Anti-Gift Clause of the Arizona Constitution.

8. City Center Public Improvement Account. The City may, in its sole discretion and subject to prior City Council appropriation of funding, during the Term and thereafter, establish, by ordinance, a separately designated account ("Civic Public Improvement Account") to be funded by one or more revenue sources selected by the City, including, by way of example, taxes generated directly from new development and new business activities on, at, or within City Center, with said Civic Public Improvement Account funds to be used to finance the construction, maintenance, enhancement, or other development of certain enumerated public facilities or improvements, as determined by the City, within City Center.

9. Sustainable Solutions. City will work with Developer in good faith in identifying potential federal, state, local, and private programs that may assist Developer in conservation of energy and water resources, and sustainable development practices.

10. Site Marketing. City will work with Developer in good faith to promote the Preferred Land Uses of the Developer Property utilizing such methods as relationship marketing, site marketing collateral, marketing videos, City to Business (C2B) marketing, and the attraction of capital investment.

11. City Representations. City represents and warrants to Developer that:

11.1 City has the full right, power, and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and

City's execution, delivery, and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.

11.2 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action, other than that expressly stated herein, needs to be taken in connection with such execution, delivery, and performance.

11.3 City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence, and enforce this Agreement.

11.4 City knows of no litigation, proceeding, initiative, referendum, investigation, or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Developer.

11.5 This Agreement (and each undertaking of City contained herein), constitutes a valid, binding, and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. City will act consistent with its obligation of good-faith and fair dealing implied in every contract in the event of any proceeding or litigation arises from its terms that names City as a party or which challenges the authority of City to enter into or perform any of its obligations hereunder and will cooperate with Developer in connection with any other action by a Third Party in which Developer is a party and the benefits of this Agreement to Developer are challenged. The severability and reformation provisions of Section 15.3 below shall apply in the event of any successful challenge to this Agreement.

11.6 The execution, delivery, and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments, judgments, or decrees to which City is a party or is otherwise subject.

12. Developer Representations. Developer represents and warrants to City that:

12.1 Developer has the full right, power, and authorization to enter into this Agreement and perform its undertakings contemplated by this Agreement, and the execution, delivery, and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer.

12.2 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action, other than that expressly stated herein, needs to be taken in connection with such execution, delivery, and performance.

12.3 Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence, and enforce this Agreement.

12.4 This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding, and enforceable agreement of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Developer will act consistent with its obligation of good-faith and fair dealing implied in every contract in the event of any proceeding or litigation arising from its terms that names Developer as a party or which challenges the authority of Developer to enter into or perform hereunder and will cooperate with City in connection with any other action by a Third Party in which City is a party and the benefits of this Agreement to City are challenged. The severability and reformation provisions of Section 20.3 below shall apply in the event of any successful challenge to this Agreement.

12.5 The execution, delivery, and performance of this Agreement by Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments, or decrees to which Developer is a party or to which Developer is otherwise subject.

12.6 Developer has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, and attorneys.

13. Events of Non-Performance; Remedies.

13.1 Events of Non-Performance by Developer. Non-Performance or an Event of Non-Performance by Developer under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Developer was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or

(b) Developer fails to observe or perform any other material covenant, obligation, or agreement required of it under this Agreement.

13.2 Events of Non-Performance by City. Non-Performance or an Event of Non-Performance by City under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by City was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or

(b) City fails to observe or perform any other material covenant, obligation, or agreement required of it under this Agreement.

13.3 Grace Periods; Notice and Cure. Upon the occurrence of an Event of Non-Performance by any Party, such Party shall, upon written notice from a performing Party, proceed immediately to cure or remedy such Non-Performance and, in any event, such Non-Performance shall be cured within thirty (30) days after receipt of such notice.

13.4 Remedies on Non-Performance. Whenever any Event of Non-Performance occurs and is not cured (or cure undertaken) in accordance with Section 8.3 above the performing Party may take any of one or more of the following actions:

(a) Remedies of City. City's exclusive remedies for an Event of Non-Performance by SCDC shall consist of, and shall be limited to, suspending any of its obligations under this Agreement, during the period of the Non-Performance. If the Non-Performance is not cured within the time specified in this Agreement after written notice by City to Developer of such Non-Performance, City may terminate this Agreement by written notice thereof to Developer.

(b) Remedies of Developer. Developer's exclusive remedies for an Event of Non-Performance by City shall consist of, and shall be limited to, seeking equitable remedies or other similar relief requiring City to undertake and to fully and timely perform its obligations under this Agreement. Developer expressly waives any right to seek consequential, punitive, multiple, exemplary, or any other damages.

14. Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Non-Performance by the other Party shall not be considered as a waiver of rights with respect to any other Non-Performance by the performing Party or with respect to the particular Non-Performance except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches, or otherwise at a time when it may still hope to resolve the problems created by the Non-Performance involved.

15. Enforced Delay in Performance for Causes Beyond Control of Party. All periods of time in this Agreement are subject to this Section. Neither City nor Developer, as the case may be, shall be considered in Non-Performance of its obligations under this Agreement in the event of enforced delay ("Enforced Delay") due to causes beyond its control and without its fault, negligence, or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of the Federal, state or local government, acts of the other Party, acts of a Third Party, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or acts of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Developer Property (whether permanent or temporary) by any public, quasi-public, or private entity. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the

benefit of the provisions of this Section 15 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from, or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party.

16. Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Non-Performance by the other Party.

17. Cooperation and Alternative Dispute Resolution.

17.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be its City Manager ("City Representative"), and the initial representative for Developer shall be Richard B. West III ("Developer Representative"). The Parties' respective Representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Developer Property.

17.2 Mediation. If there is a dispute hereunder which is an Event of Non-Performance and which the Parties cannot resolve between themselves in the time frame set forth in Section 8.3 above, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between City and Developer. The matter in dispute shall be submitted to a mediator mutually selected by Developer and City. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, City and Developer shall request that the Presiding Judge of the Superior Court in and for the County of Maricopa, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years' experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between City and Developer. The results of the mediation shall be nonbinding with any Party free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent not superseded by the Arizona Open Meeting Law, A.R.S. §38-431, et seq.

18. Market Conditions, Dynamics, and Opportunities. The Parties recognize that market conditions and dynamics have an enormous effect on the successful development of the Developer Property as contemplated throughout this Agreement. Further, the Parties recognize that from time to time, unforeseen market opportunities may suggest adjustment to Preferred

Land Uses, and flexibility to capture desired market opportunities. The Surprise City Council may approve or deny changes to, or additional, Preferred Land Uses at its sole discretion. In addition, the City Council may, at its sole discretion and subject to the appropriation of sufficient funding, approve and adopt in the future policies, ordinances, and/or plans to further promote development of the Developer Property.

19. Proposition 207 Waiver. The 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 to the fair market value of the Developer Property as a result of the City's approval of this Agreement. The terms of this waiver will run with the land and will be binding upon all subsequent landowners and will survive the expiration or earlier termination of this Agreement.

20. Miscellaneous Provisions.

20.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). The Parties wish to confer exclusive jurisdiction, to the extent possible, upon the Superior Court of Maricopa County for the purpose of coordinating and centralizing any required judicial administration of this Agreement. Accordingly, any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 20.1.

20.2 Assignment and Transfer. Developer may assign, pledge, transfer, convey, and hypothecate all or any portion of its rights in and under this Agreement including (but not limited to) a pledge, collateral assignment, encumbrance, or similar financing or refinancing transaction to any lender which provides acquisition, construction, permanent, working capital, tenant improvement, or other financing, directly or indirectly, to Developer for all or any part of the Developer Property.

20.3 Limited Severability. City and Developer each believes that its execution, delivery, and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties, as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments,

instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

20.4 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

20.5 Notices.

(a) Form of Notices and Addresses. Any notice required or permitted under this Agreement (each, a "Notice") shall be in writing and shall be given (i) by personal delivery, (ii) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid, or (iii) by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section:

To City:
City Manager
City of Surprise
16000 North Civic Plaza
Surprise, Arizona 85374-7474

With a copy to:
City Attorney
City of Surprise
16000 North Civic Plaza
Surprise, Arizona 85374-7470

To Developer:
Surprise Center Development Company, LLC
Attn: Richard B. West III
c/o Carefree Partners
11811 North Tatum Boulevard, Suite 4052
Phoenix, Arizona 85028-2300

With a copy to:
Surprise Center Development Company, LLC
Attn: Scott Phillips
c/o Carefree Partners
11811 North Tatum Boulevard, Suite 4052
Phoenix, Arizona 85028-2300

With a copy to: Rose Law Group pc
Attn: Jordan Rose
7144 E. Stetson Drive, Suite 300
Scottsdale, Arizona 85251

Any communication sent by electronic or digital means (e.g., e-mail) is not Notice under the terms of this Agreement.

(b) Effective Date of Notices. Any notice sent by United States Postal Service as certified mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective two (2) business days after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

20.6 Time of Essence. Time is of the essence of this Agreement and each provision hereof.

20.7 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

20.8 Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

20.9 Waiver. Without limiting the provisions of Section 14 above, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver of such right, remedy, power, or privilege, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

20.10 Third Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement, except for permitted lenders under Section 20.2 above to the extent that they assume or succeed to the rights and obligations of SCDC under this Agreement.

20.11 Exhibits. Without limiting the provisions of Section 1 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

20.12 Integration; Priority. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation, or representation regarding the subject matters covered by this Agreement. Notwithstanding the foregoing, City agrees and acknowledges that the RDA and Settlement Agreement remain in full force and effect, and that this Agreement is a supplement to, and not a replacement of, the RDA or the Settlement Agreement. In the event of an ambiguity in the interpretation of this Agreement, the ambiguity shall be resolved in favor of this Agreement, the RDA, and the Settlement Agreement, in that order.

20.13 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments, and instruments as any other Party may reasonably require to consummate, evidence, confirm, or carry out the matters contemplated by this Agreement or confirm the status of: (a) this Agreement as in full force and effect; and (b) the performance of the obligations hereunder at any time during its Term.

20.14 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday, or City holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or City holiday.

20.15 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use, or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

20.16 Covenants Running With Land; Inurement. The covenants, conditions, terms, and provisions of this Agreement relating to use of the Developer Property shall run with the Developer Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Developer Property. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

20.17 Recordation. Within ten (10) days after this Agreement has been approved by City and executed by the Parties, City shall cause this Agreement to be recorded in the Official Records.

20.18 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records. Upon

amendment of this Agreement as established herein, references to "Agreement" shall mean the Agreement as amended. The effective date of any amendment shall be the date on which the last representative for the Parties executes the amendment. If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the "Original Agreement." When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

20.19 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously and will not unreasonably withhold, delay, or condition any requested approval, acknowledgment, or consent.

20.20 Rights of Lenders. City shall, at any time upon reasonable request by Developer, provide to any lender an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no Event of Non-Performance by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Non-Performance). Upon request by a lender, City will enter into a separate nondisturbance agreement with such lender, in lender's standard form or a form reasonably consistent with such agreements as customarily utilized by lenders in Maricopa County.

20.21 Nonliability of City Officials, Etc., and of Employees, Members and Managers of Developer. No City Council member, official, representative, agent, attorney, or employee of City shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Non-Performance or breach by City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of City under the terms of this Agreement. No member, manager, representative, agent, attorney, or employee of Developer shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Non-Performance or breach by Developer or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of Developer under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (a) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers, or directors of the general partners or members of Developer; (b) the shareholders, members, or managers or constituent partners of Developer; or (c) officers of Developer.

20.22 Conflict of Interest Statute. This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. §38-511.

20.23 No Boycott of Israel. Developer certifies pursuant to A.R.S. §35-393.01 that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.

[signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Surprise Center Development Company, LLC, an Arizona limited liability company

By: Airfield Capital Partners L.L.C., an Arizona limited liability company, Manager

By: Airfield Management Associates L.L.C., an Arizona limited liability company, Manager

By: TRW Partners LLC, an Arizona limited liability company, Member

By: West Management Limited Partnership, an Arizona limited partnership, Managing Member

By: The Richard West Company, an Arizona corporation, General Partner

By: _____
Richard B. West III, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by Richard B. West III.

_____
Notary Public

My commission expires:

CRISTINE REYNOLDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 2, 2020

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, City _____ of the City of Surprise, an Arizona municipal corporation, on behalf of the corporation.

_____
Notary Public

My commission expires:

_____

EXHIBIT A
Developer Property Legal Description

DESCRIPTION

SURPRISE CENTER DEVELOPMENT COMPANY

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

COMMENCING at the northwest corner of said Section 4 from which the north quarter corner of said Section lies South 89°22'39" East 2638.98 feet;
Thence along the north line of the northwest quarter of said Section South 89°22'39" East 55.50 feet;
Thence South 00°37'21" West 65.00 feet to the POINT OF BEGINNING;
Thence South 89°22'39" East 2583.94 feet;
Thence South 89°23'04" East 2583.63 feet;
Thence South 00°13'27" West 2711.77 feet;
Thence South 89°13'59" West 2593.04 feet;
Thence North 89°09'40" West 2582.52 feet;
Thence North 89°09'01" West 2581.06 feet;
Thence North 00°11'00" East 2605.46 feet;
Thence North 00°11'00" East 2679.08 feet to the POINT OF BEGINNING.

EXCEPT

COMMENCING at the northwest corner of said Section 4 from which the north quarter corner of said Section lies South 89°22'39" East 2638.98 feet;
Thence along the north line of the northwest quarter of said Section South 89°22'39" East 2531.44 feet;
Thence South 00°37'21" West 65.00 feet to the POINT OF BEGINNING;
Thence South 89°22'39" East 108.00 feet;
Thence South 89°23'04" East 108.00 feet;
Thence South 45°24'56" West 46.51 feet;
Thence South 00°12'56" West 2518.82 feet;
Thence South 44°24'05" East 46.98 feet;
Thence South 89°01'06" East 329.35 feet to the beginning of a tangent curve concave southwesterly having a radius of 718.25 feet;
Thence southeasterly along the arc of said curve through a central angle 82°56'31" 1039.74 feet;
Thence South 46°54'32" East 48.93 feet;
Thence South 89°03'10" East 845.85 feet to the beginning of a tangent curve concave southerly having a radius of 355.00 feet;
Thence southeasterly along the arc of said curve through a central angle of 21°56'43" 135.97 feet;

(description continued on page 2 of 4)

DESCRIPTION (continued from page 1 of 4)

Thence South 67°06'27" East 252.48 feet to the beginning of a tangent curve concave northerly having a radius of 245.00 feet;
Thence easterly along the arc of said curve through a central angle of 22°39'34" 96.89 feet;
Thence South 89°46'01" East 66.98 feet;
Thence North 45°13'59" East 46.67 feet to a point on the west Right-of-Way line of Litchfield Road;

Thence along said west Right-of-Way line South 00°13'59" West 176.00 feet;
Thence North 44°46'01" West 46.67 feet;
Thence North 89°46'01" West 66.98 feet to the beginning of a tangent curve concave northerly having a radius of 355.00 feet;
Thence northwesterly along the arc of said curve through a central angle of 22°39'34" 140.40 feet;
Thence North 67°06'27" West 252.48 feet to the beginning of a tangent curve having a radius of 245.00 feet;
Thence westerly along the arc of said curve through a central angle of 21°56'43" 93.84 feet;
Thence North 89°03'10" West 38.09 feet;
Thence South 46°07'35" West 35.49 feet;
Thence South 00°58' 51" West 214.92 feet to the beginning of a tangent curve concave westerly having a radius of 1095.00 feet;
Thence southerly along the arc of said curve through a central angle of 02°45'53" 52.84 feet;
Thence North 86°08'04" West 15.00 feet to the beginning of a non-tangent curve concave westerly, the center of which lies North 86°15'22" West 1080.00 feet;
Thence southerly along the arc of said curve though a central angle of 09°39'37" 182.09 feet;
Thence North 89°49'15" West 61.73 feet to the beginning of a non-tangent curve concave westerly, the center of which lies North 75°48'09" West 1020.00 feet;
Thence northerly along the arc of said curve through a central angle of 13°13'01" 235.29 feet;
Thence North 00°58'51" East 215.15 feet;
Thence North 43°52'25" West 34.88 feet;
Thence North 89°03'10" West 682.99 feet;
Thence South 48°48'13" West 48.93 feet to the beginning of a non-tangent curve, concave northwesterly the center of which lies North 82°01'43" West 718.25 feet;
Thence southwesterly along the arc of said curve through a central angle of 82°56'31" 1039.75 feet;
Thence South 89°05'13" East 331.00 feet;

(description continued on page 3 of 4)

DESCRIPTION (continued from page 2 of 4)

Thence South 45°33'52" West 46.38 feet;
Thence South 00°12'56" West 1151.29 feet;
Thence South 44°28'22" East 46.92 feet to a point on the north Right-of-Way line of Greenway Road;
Thence along said north Right-of-Way line North 89°09'40" West 88.00 feet;
Thence continuing along said north Right-of-Way line North 89°09'01" West 88.00 feet;
Thence North 45°31'57" East 46.41 feet;
Thence North 00°12'56' East 1151.42 feet;
Thence North 44°26'08" West 46.95 feet;
Thence North 89°05'13' West 2460.79 feet;
Thence South 45°32'53' West 46.37 feet;
Thence North 00°11'00" East 1506.24 feet;
Thence South 44°25'03" East 46.99 feet;
Thence South 89°01'06" East 2441.62 feet;
Thence North 45°35'55" East 46.36 feet;
Thence North 00°12'57" East 2573.79 feet;
Thence North 44°35'47" West 46.83 feet to the POINT OF BEGINNING.

EXCEPT ALSO

COMMENCING at the North Quarter corner of said Section 4 from which the Northeast corner of said Section 4 lies South 89°23'04" East 2638.64 feet;
Thence along the north line of the northwest quarter of said Section 4 South 89°23'04" East 602.12 feet;
Thence South 00°36'56" West 65.00 feet to the POINT OF BEGINNING;
Thence South 44°35'04" East 46.83 feet;
Thence South 00°12'57" West 529.71 feet;
Thence South 45°12'57" West 46.67 feet;
Thence North 89°47'03" West 493.65 feet;
Thence North 44°47'03" West 46.67 feet;
Thence North 00°12'56' East 307.77 feet;
Thence South 89°47'03" East 279.79 feet;
Thence North 00°13'25" East 256.89 feet;
Thence South 89°23'04" East 246.84 feet to the POINT OF BEGINNING.

EXCEPT ALSO

COMMENCING at the North Quarter corner of said Section 4 from which the Northeast corner of said Section 4 lies South 89°23'04" East 2638.64 feet;
Thence along the north line of the northwest quarter of said Section 4 South 89°23'04" East 659.63 feet;

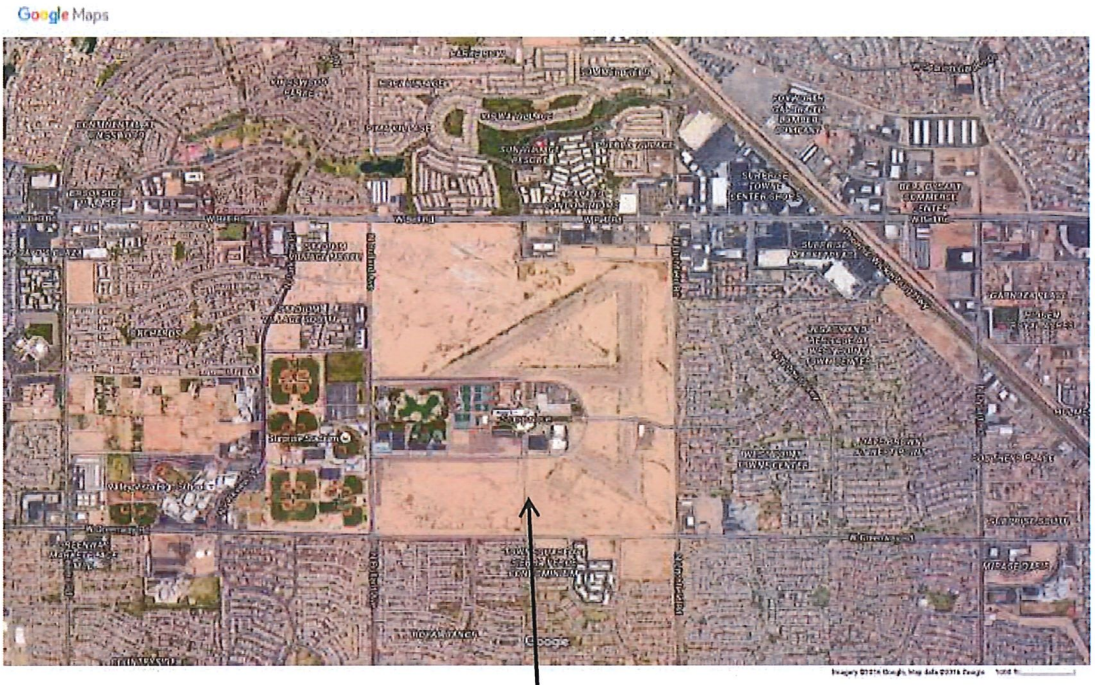
(description continued on page 4 of 4)
DESCRIPTION (continued from page 3 of 4)

Thence South 00°12'47" West 65.00 feet;
Thence South 89°23'04' East 58.03 feet to the POINT OF BEGINNING;
Thence South 89°23'04" East 1478.32 feet;
Thence South 00°13'27" West 364.19 feet;
Thence North 89°47'03" West 423.75 feet;
Thence North 00°13'27" East 114.95 feet;
Thence North 89°47'03" West 694.23 feet;
Thence South 00°12'57" West 132.96 feet;
Thence North 89°47'03" West 393.27 feet;
Thence North 00°12'57" East 359.73 feet;
Thence North 45°24'44" East 46.51 feet to the POINT OF BEGINNING.

End of description

EXPIRES 09-30-2017

EXHIBIT B
CITY CENTER AREA MAP



City Center
Bounded by Bell Road, Bullard Ave, Greenway Road, Litchfield Road

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019

Contact Person: Jeanine Jerkovic, DIRECTOR - ECON DEV

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of an Agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC).

Motion:

I move to approve the fiscal year 2020 agreement with Greater Phoenix Economic Council in an amount not to exceed $65,058.

Background:

The Greater Phoenix Economic Council (GPEC) is a public-private partnership founded in 1989 to leverage resources to attract and grow business to Greater Phoenix. Their goal is to develop a high-performance economy by attracting high-quality investments and jobs. The annual agreement with GPEC provides Surprise with the opportunity to partner with GPEC to attract quality jobs to the community, to receive marketing services that reach a targeted national and international industry and site selection audience, and to engage with local industry leaders in initiatives to enhance the overall regional competitiveness. Surprise was an inaugural community member of GPEC and has been a member since 1990.

Over the history of our membership, GPEC has assisted Surprise with the location of several local employers such as Janus International, RioGlass Solar, Brentwood Industries, Gestamp Solar Steel, Campcorp Structures, Cobalt Rehabilitation Hospital, IRIS USA, Central Garden and Pet, and Seattle Tacoma Box Company. Over the last five years, GPEC has directly assisted the City of Surprise with the creation of 1,076 jobs in the community, creating a 16-to-1 return-on-investment.

Objective Analysis:

In FY 2019, GPEC began the implementation of a 2-year enhanced marketing effort to roll out "The Connected Place" re-branding strategy for the region, implementing new marketing and data tools, and they discussed throughout the year the need for a temporary increase of 2.5% over the next two years. In past years, GPEC has always acted responsibly with respect to rate increases and decreases; they have communicated effectively in advance of changes and acted responsibly and transparently. The temporary increase from $.4397 per capita, the typical rate, to $.46 in FY2019 and to $.48 in FY2020 was anticipated and budgeted accordingly by the Economic Development Department.

Policy Compliant:

This action item is consistent with Council policy.

Financial Impact:

The amount of the FY 2020 proposed contract is based on $.4897 per capita, using the 2018 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's population as 132,852 for a total expenditure of $65,058.

Budget Impact:

This item has been included in the FY2020 budget in the amount of $65,100.

FTE Impact:

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

ATTACHMENTS:

1. Surprise FY20 contract FINAL
2. Exhibit A FY20 Action Plan
3. Exhibit B FY20 Metrics
4. Exhibit C Target Industries
5. Exhibit D FY20 Reporting draft
6. Exhibit E FY20 Surprise
7. Exhibit F FY20 Regional Cooperation Protocol Policy
8. GPEC FY 2020 DRAFT contract presentation 7-2-19

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, an Arizona municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL, an Arizona non-profit corporation ("GPEC"). The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City, and the payments of the City to GPEC for the fiscal year July 1, 2019 - June 30, 2020 ("FY2020").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.

B. **GOALS**: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan").

GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. **PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2019. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

A. **STAFF SUPPORT OF GPEC EFFORTS:** The City will provide staff support to GPEC's economic development efforts as follows:

1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;

2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;

3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;

5. The City will attempt in good faith to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;

7. The City will utilize good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;

8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

B. **RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. **PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the City, at the City's own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City's expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. **COMPENSATION**:

1. The City agrees to pay **$65,058.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2020. This amount is based on approximately $.4897 per capita, based upon the 2018 Office of Economic Opportunity population estimate, listing the City's population as **132,852**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and

4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for FY2020. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2021 contract.

3. The City agrees to work with GPEC during FY2020 to develop a revised public sector funding plan, including a regional allocation formula FY2021, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

A. COVENANT AGAINST CONTINGENT FEES: GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. PAYMENT DEDUCTION OFFSET PROVISION: GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.

D. INDEPENDENT CONTRACTOR; NO AGENCY: Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no

right to control GPEC beyond the results of GPEC's services contemplated pursuant to this Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

F. **INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES**. The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

4. GPEC hereby certifies that it does not, and will not, participate in during the term

of this contract, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. GPEC hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

J. **TERMINATION.** This Agreement will expire on June 30, 2019 unless otherwise extended by the Parties. Except as otherwise set forth in this Agreement, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**. GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS**. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its

deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:
Michael Frazier
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-3300
FAX: (623) 222-3301

And to:
Surprise City Attorney's Office
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-1120
FAX: (623) 222-1101

If to GPEC:
Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law,

provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This Agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2019.

CITY OF SURPRISE, a municipal corporation

By: _____
Honorable Skip Hall, Mayor

ATTEST:

By:_____
Its: City Clerk

APPROVED AS TO FORM:
By:_____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By:_____

Chris Camacho
President & Chief Executive Officer

Greater Phoenix
ECONOMIC COUNCIL

ACTION PLAN
FISCAL YEAR 2020

OUR MISSION:

Attract and grow quality businesses & advocate for Greater Phoenix's competitiveness.

OUR VALUES:

WE ARE AN INCLUSIVE, DIVERSE FAMILY

WE REMAIN ON THE EDGE

WE LEAD FROM THE FRONT

WE ARE AGILE AND ADAPT TO CHANGE

WE ARE CHANGE AGENTS

WE ARE TENACIOUS

WE PROMOTE INTELLECTUAL CURIOSITY

WE ARE COMMITTED TO SELFLESS SERVICE

For each year of our three-year Strategic Plan, GPEC composes an Action Plan that articulates specific initiatives to prioritize in that year. Our fiscal year 2020 Action Plan builds on past successes and leaps forward to facilitate a next-generation, multidisciplinary approach that advances business attraction, competitiveness, branding and stakeholder engagement.

PAST SUCCESSES
STRATEGIC
PLAN
BRANDING
LEAPS FORWARD
COMPETITIVENESS
NEXT-GENERATION
ADVANCES
BUSINESS
ATTRACTION
MULTIDISCIPLINARY
APPROACH
STAKEHOLDER
ENGAGEMENT
ACTION PLAN

GOAL #01

Elevate the brand identity to deepen our reach into targeted markets

In less than a decade, Greater Phoenix recovered to become a top five growth market in GDP and a leader in job creation. As a rapidly evolving market, the region is uniquely qualified to leapfrog traditional stages of economic growth and determine its own identity, unencumbered by the entrenched legacies that often impede modernization elsewhere. This year, GPEC will work cohesively with stakeholders to cultivate the local, national and global perception of Greater Phoenix as a welcoming, vibrant economy.

TACTICS:

- Launch a refreshed GPEC brand that manifests our vision to position Greater Phoenix as a metropolitan center of innovation
- Energize The Connected Place campaign by deploying digital tactics that promote the region as a hub of scalable tech-centricity
- Assess creative methods to involve companies, investments and talent outside the market

MILESTONES:

- Deployed new logo and brand guidelines across GPEC-owned digital channels and physical spaces
- Evaluated a dynamic online toolkit that enables investors and community members to better access data and content
- Completed a feasibility study of a new tech-centric event that would draw global and domestic tech talent and capital
- Increased traffic to GPEC's website and social media channels

STRATEGIC PLAN OBJECTIVES:

- ☑ Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ☑ Create an enhanced and efficient stakeholder engagement model

GOAL #02

Attract and grow businesses while cultivating new models that create and retain quality jobs in globally competitive sectors

GPEC will continue to serve as a beacon of resources for base industries that identify our region as a potential location of choice. These industries increasingly operate at the crossroads of primary and secondary markets as evidenced by the doubling of institutional investment into our companies over the past decade. As local market fundamentals mature, GPEC will seek relationships across a wider universe of decision-makers.

TACTICS:

- Amplify meaningful engagement with brokers and site selectors
- Maintain regional transparency in business attraction efforts with our stakeholders
- Identify select sectors in which Greater Phoenix *should* be uniquely positioned to lead the global curve
- Expand the soft-landing program to ease the market entry by international prospects
- Promote export resources for local small- and medium-sized companies
- Calibrate new funding mechanisms and connectivity with capital markets

MILESTONES:

- Surpassed contracted jobs created and prospects generated, including higher participation by companies within The Connected Place verticals
- Conducted a pre-determined volume of in-person meetings with key brokers, site selectors and other multipliers to share industry sector narratives
- Upgraded tools that provide transparency into the prospect pipeline for communities
- Completed a comprehensive analysis on targeted industry sectors
- Leveraged capital markets to drive partnerships in emerging technology

STRATEGIC PLAN OBJECTIVES:

- ☑ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation

GOAL #03

Drive organizational effectiveness in business development and regional competitiveness through data science, predictive analytics and value-added research

Better data informs better insights that produce better outcomes. GPEC will engineer a robust data science apparatus to serve member communities and other stakeholders with business intelligence resources.

TACTICS:

- Employ state-of-the-art analytical and automation platforms to systematize tailored recruitment efforts
- Assemble a central repository of information to empower knowledge-sharing
- Modernize statutory economic development programs to support current and future industries

MILESTONES:

- Generated higher conversion from lead to prospects, and prospects to locates
- Provided timely, accurate and actionable information to stakeholders
- Exhibited a map of the existing value and ancillary networks that benefit new locates
- Completed industry use cases and market intelligence reports
- Developed and advanced policy proposals urging modernization of the region's economic development toolkit

STRATEGIC PLAN OBJECTIVES:

- ☑ Deepen internal expertise and upgrade research and analytic capabilities
- ☑ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ☑ Utilize market and industry intelligence to drive economic diversification and resilience

GOAL #04

Elevate engagement with stakeholders and foster strategic relationships

GPEC has had the privilege of serving Greater Phoenix as a dedicated steward for the past 30 years. Over the next year, we will actively integrate into our organization the communities and partners whose unfaltering commitment and unparalleled mentorship have, are, and will continue to guide our mission.

TACTICS:

- Host thoughtful, inspiring events that invite decision-makers and their teams from both public and private sectors
- Evangelize a regional brand through The Connected Place Council to drive new emerging tech strategies

MILESTONES:

- Doubled the number of Certified Ambassadors, who represent the highest level of measurable member engagement
- Activated The Connected Place Council to build champions of an intentional brand that drives advanced technology investment
- Increased stakeholder satisfaction based on annual survey results
- Lowered investor attrition
- Increased demonstrated knowledge of the GPEC mission and regional priorities by our communities and investors

STRATEGIC PLAN OBJECTIVES:

- ☑ Create an enhanced and efficient stakeholder engagement model
- ☑ Increase and diversify GPEC's financial resources in alignment with regional priorities

GOAL #05

Heighten awareness of and participation in topics addressing diversity, inclusion, sustainability and an equitable economy

If Greater Phoenix is to experience a resilient growth that withstands economic cycles, regional representatives must engage directly, continuously and honestly. GPEC will pursue two relevant strategies:

- Modern Economy Plan: engender community dialogue and incubate ideas for an inclusive growth reflective of both our region's ambitions and restrictions
- Community Partnership Program: present growth plans tailored to each community's individual economic assets

TACTICS:

- Measure market behavior and rationalize trends resulting from programs led by GPEC
- Deliver member-specific analyses on competitive positioning, land development and place-making
- Champion the efforts of peer organizations through analytical heft in infrastructure, transportation and education policies

MILESTONES:

- Completed the first phase of a dashboard to monitor programming, social performance and shared prosperity
- Supplied robust data and analytics to partners implementing programs at state and regional levels on P-20 education, workforce and infrastructure
- Assessed and designed strategies for current and future commerce corridors

STRATEGIC PLAN OBJECTIVES:

- ☑ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness
- ☑ Develop regional resilience programs

MODERN ECONOMY PLAN:

The Modern Economy Plan (MEP) is an initiative designed to advance the region's competitiveness and economic opportunity for all. MEP strengthens the drivers of a competitive economy: high-value added industries, workforce development and talent pipeline, innovation and entrepreneurship, and modern digital and physical infrastructure.

COMMUNITY PARTNERSHIP PROGRAM:

The Community Partnership Program (CPP) was created to further enhance each member community's support and engagement within GPEC. The program is designed to provide an opportunity for open dialogue between GPEC and each member community while aligning current strategies and efforts to create a more competitive region. The individual focus and strategy for the CPP adapts to reflect the advancing economic development landscape each year.

GOAL #06

Embed an organizational culture of operational discipline and relentless commitment to The GPEC Way

To deliver the 22 milestones identified above, GPEC must manage an internal portfolio of processes and behaviors – and only what can be measured can be managed. Accordingly, for the first time since inception, we will apply our externally reputed analytical rigor to our internal activity and build a center of economic development excellence.

TACTICS:

- Dissect current processes and identify appropriate measurements to set a baseline for future performance
- Standardize mechanisms of data collection and knowledge transfer
- Create a formal professional development plan
- Test creative initiatives while maintaining GPEC's position as a market leader
- Explore new areas of performance measurement with the intent of proposing updated top-line metrics in FY21

MILESTONES:

- Captured opportunities for organizational efficiencies
- Minimized latency in communication feedback loops
- Increased both managerial and functional expertise across all staff
- Authored a comparative study of leading Economic Development Organization (EDO) detailing best practices
- Been consistently ranked as one of the nation's top EDOs

STRATEGIC PLAN OBJECTIVES:

- ☑ Cultivate a world-class talent organization that exemplifies the GPEC Way
- ☑ Deepen internal expertise and upgrade research and analytic capabilities

REVENUES	FY 2019 FORECAST	% OF TOTAL	FY 2020 BUDGET	% OF TOTAL	FY 2019 BUDGET	$ CHANGE	% CHANGE
Public Funds	2,577,000	40%	2,717,700	39%	2,577,000	140,700	5%
Private Funds	2,686,000	41%	3,146,900	45%	2,820,900	326,000	12%
New Pledge Revenue	425,000	7%	350,000	5%	350,000	-	0%
In-kind Pledges	78,000	1%	253,500	4%	118,500	135,000	114%
Events & Programs	215,000	3%	150,000	2%	200,000	(50,000)	-25%
Sponsorships	70,000	1%	55,000	1%	-	55,000	-
Grant Income	425,000	7%	324,600	5%	182,800	141,800	78%
Other	1,400	0%	1,300	0%	1,300	-	0%
TOTAL REVENUES	**6,477,400**	**100%**	**6,999,000**	**100%**	**6,250,500**	**748,500**	**12%**
OPERATING EXPENDITURES							
Business Development	487,000	7%	449,600	6%	395,300	54,300	14%
Marketing & Communications	526,800	8%	492,000	7%	536,000	(44,000)	-8%
Research (Formerly Research & Strategy)	209,400	3%	249,300	3%	225,000	24,300	11%
Engagement	118,000	2%	152,500	2%	120,300	32,200	27%
Strategy & Regional Initiatives (Formerly Other Initiatives)	99,000	1%	362,900	5%	80,400	282,500	351%
Administration/Operations	480,500	7%	552,200	7%	444,200	108,000	24%
Personnel	3,831,400	57%	3,828,500	51%	3,781,500	47,000	1%
Facilities	695,000	10%	737,000	10%	728,500	8,500	1%
Events & Programs	257,000	4%	160,000	2%	280,000	(120,000)	-43%
TOTAL OPERATING EXPENDITURES	**6,704,100**	**99%**	**6,984,000**	**94%**	**6,591,200**	**392,800**	**6%**
NON-OPERATING EXPENDITURES							
Grant Expenses	50,000	1%	470,000	6%	50,000	420,000	840%
TOTAL EXPENSES	**6,754,100**	**100%**	**7,454,000**	**100%**	**6,641,200**	**812,800**	**12%**
NET GAIN (LOSS)	**(276,700)**		**(455,000)**		**(390,700)**	**812,800**	
Less: Capital Expenditures			(45,000)		(40,000)	(5,000)	
Amortization of Deferred Rent	(86,000)		(86,000)		(86,000)	-	
Add: Depreciation	373,000		374,500		372,900	1,600	
Add: Allowance for Doubtful Accounts	-		-		25,000	(25,000)	
Changes from Operating Activities	5,000		-		1,100	(1,100)	
Net Cash Flows	15,300		(211,500)		(117,700)	(93,800)	
Beginning Cash	2,572,200		2,587,500		2,572,200	15,300	
ENDING CASH	**2,587,500**		**2,376,000**		**2,454,500**	**(78,500)**	

FY20 PROPOSED

	CONTRACT	TARGET	STRETCH
Payroll (in Millions)	$389.65	$428.62	$492.91
Jobs	7,620	8,381	9,639
High Wage Jobs	3,343	3,677	4,228
Average High Wage Salary	$58,180	$64,644	$71,108
Qualified Prospects	229	252	277
Qualified International Prospects	38	42	46
GPEC Assists	10	12	14

CHAIRMAN'S COUNCIL

CORPORATE COUNCIL

EXECUTIVE COUNCIL

DIRECTORS' COUNCIL

- Alliance Bank of Arizona
- American Airlines
- Arizona Cardinals
- Arizona Coyotes
- Arizona Diamondbacks
- Bank of America
- Banner Health
- BBVA Compass
- Cancer Treatment Centers of America
- CBRE
- CenturyLink
- Chicanos Por La Causa
- Cousins Properties
- Cypress Office Properties
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Goodmans Interior Structures
- Goodwill of CentralArizona
- Grand Canyon University
- Intel Corporation
- Kitchell
- Layton Construction
- Lucid Agency
- Maracay Homes
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- Mutual of Omaha Bank
- Northern Trust
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli PC
- Quarles & Brady
- Republic Media
- Sherman & Howard
- Snell & Wilmer
- Squire Patton Boggs
- University of Phoenix
- Valley Metro

LEADERSHIP COUNCIL

- Aerotek
- Aetna
- Archicon L.C. Architecture
- Benchmark Electronics, Inc.
- Blue Cross Blue Shield of Arizona
- Brookfield Residential
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Caliber Companies
- Celgene Corporation
- Colliers International
- Corgan
- Cresa
- Crescent CrownDistributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- FacilitySource
- Fenix Development
- Fidelity National Title Agency
- Gammage & Burnham
- Grant Thornton
- GreenLoop Solutions
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Honeywell
- IMEG Corp
- JLL
- Knight-Swift Transportation
- Lee & Associates
- LGE Design Build
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- NewmarkKnight Frank
- Okland Construction
- Opus Development Company
- Phoenix Children's Hospital
- Renaissance Companies
- Saint Holdings
- Savills Studley
- Skanska USA Building
- SmithGroup
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- The Plaza Companies
- Transwestern Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Van Trust Real Estate LLC
- ViaWest Group
- Weitz Company
- Wespac Construction
- Willmeng Construction
- Wist Office Products

AMBASSADOR

- ADP
- Air Products and Chemicals
- Arizona Community Foundation
- Arizona Office Technologies
- Atmosphere Commercial Interiors
- AvenueWest Phoenix Corporate Housing
- Avnet
- BNSF
- CoStar Group
- Growe Talent
- Industrial Storage
- IRIS USA
- Jokake Construction
- KTAR
- Landmark Companies
- Lovitt & Touché
- Macerich
- Merit Partners
- Midwestern University
- MSS
- Ottawa University
- Prologis
- RED Development
- Rose Law Group PC
- Ryan Companies
- St. Clair Technologies
- Sunstate Equipment Company
- Union Pacific Railroad Company
- UPS

MEMBER COMMUNITIES

- Maricopa County
- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown

Greater Phoenix
ECONOMIC COUNCIL

2 N. CENTRAL AVE. | SUITE 2500 | PHOENIX, AZ 85004 | TEL. 602.256.7700 | GPEC.ORG

@gpec greater phoenix economic council facebook.com/gpec4jobs gpecgreaterphoenix theconnectedplace

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2020

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	**$389.65M**
2. Total Number of Jobs Created	**7,620**
3. Total Number of High-Wage Jobs[1]	**3,343**
4. Average High-Wage Salary	**$58,180**
5. GPEC Assists[2]	**10**
6. Number of Qualified Prospects	**229**
7. Number of Qualified International Prospects	**38**

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Maricopa County Median Wage (currently $48,558).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as "non-reported locates." This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

EXHIBIT C

TARGETED INDUSTRIES
FY2020

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2020, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction
Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; and high-density residential

Avondale
Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and corporate regional headquarters

Buckeye
Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande
Advanced manufacturing; transportation/distribution; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler
Advanced business services; corporate/regional headquarters; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills
Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; and retail

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert
Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; Manufacturing; and related corporate/regional headquarters

Glendale
Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear
Advanced business services; advanced manufacturing; aerospace and aviation; corporate and regional headquarters; entrepreneurial and emerging technology; environmental technology; food, fiber and natural products; healthcare and biomedical services (treatment, medical diagnostics, research); advanced distribution centers; higher education; information technology and data centers

Maricopa (City)
Professional and Business Services; Healthcare Services; Small Business and Entrepreneurship; Higher Education and Education Technology; Agribusiness/Agrisciences; and Visitor/Hospitality Commerce

Mesa
Primary Target Industries: Medical device and technology; aerospace/aviation/defense; cybersecurity; and tourism/technology
Secondary Target Industries: Advanced business services; standard and advanced manufacturing; regional and corporate centers; research & development; and bioscience

Peoria
Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix
BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI.

Queen Creek
Agritainment/agribusiness; healthcare and biotechnology; higher education; software and information technology; and manufacturing

Scottsdale
Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise
Advanced manufacturing and rail-served industry; innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; and specialty services for global companies/FDI.

Tempe
Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson
E-Commerce/Fulfillment Centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg
Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; and expanded retail operations

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2020

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form

General Aggregate/ per Project	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$300,000
Directors and Officers	$2,000,000

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Bodily Injury and Property Damage –	
Combined Single Limit Per Accident	$1,000,000

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	$100,000/$100,000/ $500,000

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers. GPEC is solely responsible for any deductible and/or self-insured retention.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds under the commercial general liability and auto liability policies.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC'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.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

SURPRISE
ARIZONA

GPEC FY2020 Annual Contract

Economic Development Department
August 6, 2019

Mission: Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.

GPEC OVERVIEW

- Thirty (30) year old organization (founded 1989)
- Public-private partnership: 22 cities / 175+ investors
- Core competencies: market analysis & site selection
- Assisted regionally with 208 corporate locates over 5 years, including 4 in the City of Surprise, creating 288 jobs and $79.3 million in capital investment locally

GPEC Services

- Building a Regional Brand Identity
- In-Depth Market Data and Analysis
- Operational Cost Analysis
- Connectivity to Key Resources
- Speed-to-Market Support
- Site Selection Assistance
- Economic Impact Analysis
- Economic Policy Competitiveness

GPEC = TOP QUALITY PARTNER

- **Over 5 years**
  - 1,076 direct Surprise jobs / $2.1 billion in payroll
  - $65 million in new consumer spending
  - Estimated $4.34 million in direct city revenues
- 2019 *Site Selection* Award (again!): **Excellence in Economic Development**

Qualified GPEC Prospects

GPEC-Surprise Activity	FY17	FY18	FY19
COS Proposals Submitted	61	51	38
COS Site Visits	3	5	4

GPEC VALUE PROVIDED

City of Surprise – GPEC Annual Contract	
FY 2020 Contract $65,058	**$0.4897 per capita / 132,852 pop.**
FY 2019 Contract $60,471	$0.4647 per capita / 130,129 pop.
FY 2018 Contract $56,362	$0.4397 per capita / 128,182 pop.
FY 2017 Contract $55,236	$0.4397 per capita / 125,621 pop.
FY 2016 Contract $54,434	$0.4397 per capita / 123,797 pop.

Prospect Generation / 16:1 ROI

Board Level Engagement

Strategic Support

Regional Branding

City of Surprise

GPEC SURPRISE RESULTS

2012
- Park Skyway SWP
- Intrepid Tool Industries
- CampCorp Structures

2013
- Cobalt Rehabilitation Hospital

2014
- IRIS USA

2015
- Mainstreet Transitional Care Center

2016

2017
- Central Garden & Pet
- Seattle Tacoma Box Company

2018

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Economic Development
Staff Recommendations: None

Contact Person: Samantha Pinkal, Project Manager
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of the Wired Telecommunications License and Right of Way Use Agreement between the City of Surprise and Zayo Group, LLC; Resolution #2019-101.

Motion:
I move to approve Resolution #2019-101.

Background:
Zayo Group, LLC is a national and international commercial fiber network provider. Zayo operates a 130,000-mile route network in North America and Europe and provides extensive metro connectivity to thousands of buildings and data centers. Zayo's communications infrastructure solutions include dark fiber, private data networks, wavelengths, Ethernet, dedicated internet access and data center colocation services. Zayo serves wireless and wireline carriers, media, tech, content, finance, healthcare and other large enterprises.
In March of 2019, Zayo Group LLC approached the City to share expansion plans through the West Valley as part of their scope to service a new large customer. Zayo's existing long haul fiber backbone is located along US-60/Grand Avenue with the expansion route to include areas bordering and within the limits of Surprise.
For purposes of installing their infrastructure expansion, Zayo Group proposed a License and Right of Way Use Agreement with City of Surprise to provide a basis for initial and future infrastructure expansions within Surprise.

Objective Analysis:
The near-term benefit of Zayo Group's commercial fiber network development will expand the fiber utility asset with immediate proximity to the Surprise Railplex and Original Town Site. The increased capacity assists Economic Development with marketing and promotion to end-users. The long-term benefit has the potential to enhance other Economic Development employment corridors in proximity to City Center and Prasada/Loop 303; and provide additional infrastructure connectivity and option for capacity dedicated for City use.

The majority of the initial phase along Peoria Avenue (Reems to Dysart) and Dysart Road (Peoria to US 60) borders the City of Surprise with the improvement being conducted in the adjacent jurisdiction(s) right-of-way. The segment specific to the Surprise right-of-way is from Greenway to US 60. City. Staff has worked and will continue to work closely for the installation to be less invasive (dirt versus street);

and through the permitting process identify a construction calendar that minimizes disruptions.

Policy Compliant:

This Agreement is compliant with City and Council policy.

Financial Impact:

Through this agreement, City of Surprise anticipates a potential positive financial impact through collection of review fees and permit fees. The fee total will be determined upon submittal of plans/documentation. The City also anticipates exercising the option to accept in-kind payment in lieu of annual monetary fee payments in the form of both 10 strands of dedicated City Network fiber and a dedicated 1.25" City Network conduit along the Zayo Group network expansion routes. The in-kind is valued $0.89 per linear foot and is derived from a portion of real estate value and is consistent with other jurisdiction(s) applied calculations. The dedicated 10 strands and conduit may benefit City projects such as the Intelligent Transportation Systems Strategic Plan and other future City facilities. The term of the agreement is 10 years.

Budget Impact:

No impact to budget anticipated at this time. Should this change, those impacts will be brought forward to Council at that time.

FTE Impact:

No FTE impact anticipated. Should this change, those impact will be brought forward to Council at that time.

ATTACHMENTS:

1. 001 - FINAL - Staff Report - Zayo -_
2. 002 - Zayo License & ROW Use Agreement
3. 19.07.25 Res 2019-101 Zayo Group License-final with signed doc

SURPRISE
ARIZONA

Economic Development Department

Meeting Date: August 6, 2019

To: Mayor and Council

From: Jeanine Jerkovic, Economic Development Director

Re: Zayo Group LLC - License & Right-Of-Way Use Agreement

Summary

In March of 2019, Zayo Group LLC approached the City to share expansion plans through the West Valley as part of their scope to service a new large customer. Zayo's existing long haul fiber backbone is located along US-60/Grand Avenue with the expansion route to include areas bordering and within the limits of Surprise.

For purposes of installing their infrastructure expansion, Zayo Group proposed a License and Right of Way Use Agreement to provide a basis for initial and future infrastructure expansions within Surprise.

The near-term benefit of Zayo Group's commercial fiber network development will expand the fiber utility asset with immediate proximity to the Surprise Railplex and Original Town Site. The increased capacity assists Economic Development with marketing and promotion to end-users. The long-term benefit has the potential to enhance other Economic Development employment corridors in proximity to City Center and Prasada/Loop 303; and provide additional infrastructure connectivity and capacity dedicated for City use.

The majority of the initial phase along Peoria Avenue (Reems to Dysart) and Dysart Road (Dysart to US 60) borders the City of Surprise with the improvement being conducted in the adjacent jurisdiction(s) right-of-way. The segment specific to the Surprise right-of-way is from Greenway to US 60. City. Staff has worked and will continue to work closely for the installation to be less invasive where feasible (dirt versus street); and through the permitting process identify a construction calendar that minimizes disruptions.

Background

Zayo Group LLC is a national and international commercial fiber network provider. Zayo operates a 130,000-mile route network in North America and Europe and provides extensive metro connectivity to thousands of buildings and data centers. Zayo's communications infrastructure solutions include dark fiber, private data networks, wavelengths, Ethernet, dedicated internet access and data center colocation services. Zayo serves wireless and wireline carriers, media, tech, content, finance, healthcare and other large enterprises.

Financial & Budget Impact

The proposed agreement anticipates a financial gain to the city through review and permit fees. The fees will be calculated following submittal. There is no anticipated budget impact.

The City also anticipates exercising the option to accept in-kind payment in lieu of monetary annual fee payments in the form of both 10 strands of dedicated City Network fiber and a dedicated 1.25" City Network conduit along the Zayo Group network expansion routes. The in-kind is valued $0.89 per linear foot per year for the 10 year duration of the agreement, and is derived from a portion of real estate value. The valuation is consistent with other jurisdiction(s) applied calculations. The dedicated 10 strands and conduit may benefit City projects such as the Intelligent Transportation Systems Strategic Plan and other future City facilities.

Attachments

License & Right-Of-Way Use Agreement
Resolution
Power Point Presentation

SURPRISE
ARIZONA

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

ECONOMIC DEVELOPMENT DEPARTMENT | AUGUST 6, 2019

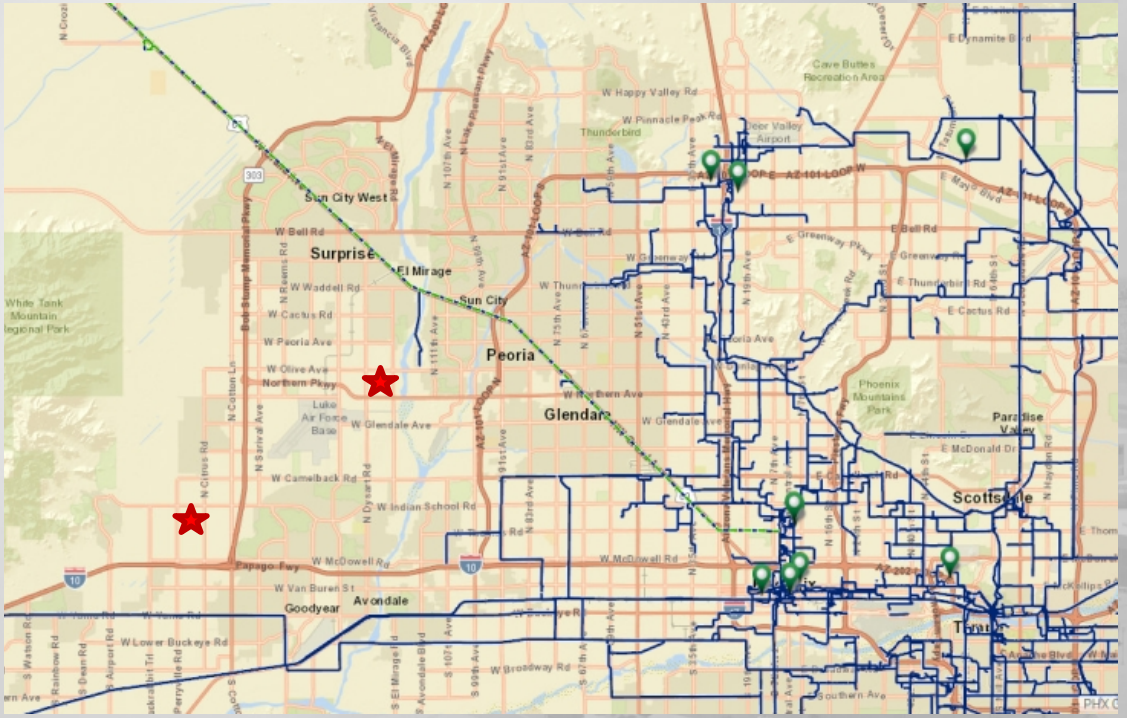
OVERVIEW

- Background
- Objective Analysis
- Financial Impact

Background

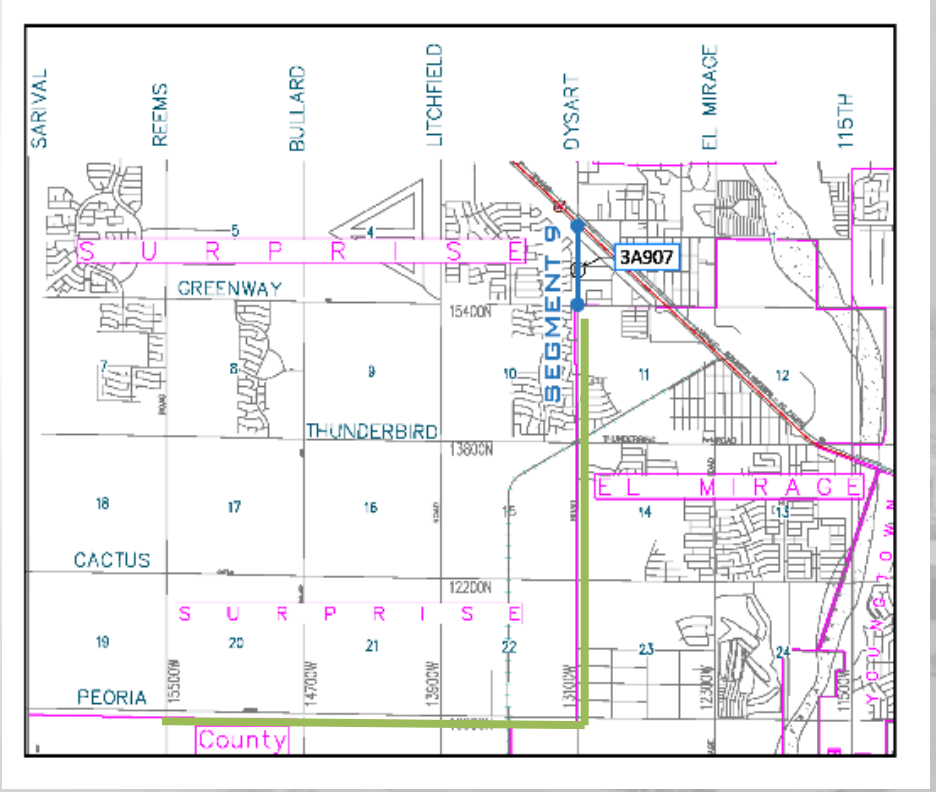
Zayo Group LLC

- International Commercial Bandwidth Provider
- West Valley Expansion for Two New Customer Locations ★
- License & Right Of Way Use Agreement



Objective Analysis

- Expansion Immediately Adjacent to Strategic Focus Areas
  - Original Town Site
  - Southwest Railplex
- Roadway Construction Minimized



Financial Impact

- Potential Revenue
  - Review Fees
  - Permit Fees
  - Violation Fees
  - Damage Fees
  - Transaction Privilege Tax as Applicable
  - Annual Fee ($.89/LF) or In-Kind (Dedicated Fiber & Conduit)

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2019-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A WIRED TELECOMMUNICATIONS LICENSE AND RIGHT OF WAY USE AGREEMENT BETWEEN THE CITY OF SURPRISE AND ZAYO GROUP, LLC.

WHEREAS, the City owns the public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Zayo Group, LLC ("Zayo") wishes to use the City's rights-of-way to install fiber optic cables and conduit infrastructure for expansion of Zayo's network into Surprise and the West Valley; and

WHEREAS, the City wishes to license portions of its rights-of-way to Zayo and the City shall receive development review and permit fees, transaction privilege tax fees, a right-of-way use fee, and the option to offset the right-of-way use fee with an in-kind provision by Zayo of dedicated fiber optic cables and a conduit for City use.

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

Section 1. The Wired Telecommunications License and Right-of-Way Use Agreement ("License") between the City of Surprise and Zayo Group, LLC, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the License on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this _____day of _____, 2019.

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Exhibit “A”

Wired Telecommunications License
and Right-of-Way Use Agreement

DocuSign Envelope ID: 0D2354FC-EA45-4399-BDF3-DB7463461F42

WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

This Wired Telecommunications License and Right-of-Way Use Agreement ("License") is entered into this ____ day of _____, 2019 by and between the City of Surprise, an Arizona municipal corporation ("City") and Zayo Group, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Licensee has obtained from the Arizona Corporation Commission ("ACC") a Certificate of Convenience and Necessity ("CC&N") Decision No. 72561, dated August 24, 2011 (the "Certificate");

WHEREAS, Licensee desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers that is routed through underground conduits, within the right-of-way for the purpose of providing telecommunication services, as authorized by the Arizona Corporation Commission, subject to the requirements of this License;

WHEREAS, City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Surprise City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a License to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within City right of way;

WHEREAS, Licensee has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the City hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

DocuSign Envelope ID: 0D2354FC-EA45-4399-BDF3-DB7463461F42

DEFINITIONS

Cable Services shall have the same meaning as defined in Chapter 50 of the Surprise City Code, herein incorporated by this reference, and in A.R.S. § 9-581. Cable Services is not a Telecommunications Service.

Conduit means pipes made of varying materials designed to protect buried Fiber Optic Cables.

Conduit System means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes – all joined to form an integrated whole.

Dark Fiber means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

Facilities means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the City, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

Fiber Optic Cable means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

Fiber Optic Network means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through underground conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

Right-of-Way ("ROW") means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the City.

Telecommunications means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

Telecommunications Services means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

LICENSE

1. **LICENSE; TERM**

1.1. License; Route. The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required

under this License. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this License. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as described in **Exhibit A**, herein incorporated by this reference. Licensee may request modification or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this License and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. This License will not allow Licensee to use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated herein.

1.2. Term; Effective Date. This License is effective the date the last party signs ("Effective Date"). This License shall remain in effect for ten (10) years from the Effective Date ("Term"), unless sooner terminated. No provision of this License may be construed to grant any automatic extension, renewal, or replacement thereof.

1.2.1. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the License shall be considered to be in a "Holdover Term," subject to the terms and conditions of this License. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new License has been approved by the City Council.

1.2.2. Failure by Licensee to have a valid License to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the City prior to the expiration of the License, the City may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of this License.

1.3. Renewal. The parties may extend the Term of this License for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be made within one-hundred eighty (180) days prior to the termination of the initial Term of the License. Any extensions of this License may include an increase in any applicable fees pursuant to this License. Licensee understands that the City may adopt future code amendments or fee schedules relating to use of the ROW which may replace the current fees imposed upon Licensee under this License. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

1.4. Amendments to License. This License may not be amended without the written approval of both parties, except as described herein.

1.5. No Real Property Interest. Notwithstanding any provision in this License to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this License, which creates a revocable (subject

to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this License and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this License.

1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using asbuilts in pdf or AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using asbuilts in pdf or AutoCAD and will make this information available to the City.

1.8. Dark Fiber. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide services other than the Telecommunication Services as defined by A.R.S. § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this License and any applicable fees, permits, and laws.

1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this License shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this License, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This License does not allow Licensee to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.

1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.

1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television, or for open video service only if the third-party has already entered into the proper agreements with the City that allows the third-party to conduct such activities.

2. USE OF THE ROW; PERMITS

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2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this License. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.

2.2. Liability for Licensee's Work. For purposes of this License, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this License and that the obligations of this License are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.

2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:

2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Surprise City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.

2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.

2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.

2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all Telecommunications Services licensees/permittees to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the same one-mile segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not

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limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this License.

2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this License. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Surprise City Code, including, but not limited to, off-site construction regarding streets and sidewalks and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.

2.5. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for City review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this License.

2.6. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.

2.7. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

2.8. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Surprise City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.

2.9. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's Engineering Development Standards ("EDS").

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2.10. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.

2.11. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Surprise Temporary Work Zone Traffic Management Policy ("Surprise Work Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this License shall follow the Surprise Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City will provide the Surprise Work Policy as requested and may be found on the City of Surprise website.

2.12. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this License and to make such tests as the City deems necessary to meet the City's standards, the Surprise Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.

2.13. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

2.14. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Surprise City Code.

2.15. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods.

2.16. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.

2.17. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

2.18. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas of the Route, affected ROW, and any affected surrounding property to the same condition or better that existed prior to the commencement of this License. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this License.

2.19. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.

2.20. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.

2.21. Traffic Control. Licensee shall comply with the following traffic control requirements:

2.21.1. Licensee's traffic control shall comply with the City of Surprise Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.

2.21.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Surprise shall obtain an annual traffic control permit from the City per the City of

Surprise Temporary Work Zone Traffic Management Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

2.21.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Traffic Engineering for approval – five (5) business days prior to beginning work under this License. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with City of Surprise Temporary Work Zone Traffic Management Policy, the latest edition of the MUTCD, or the latest edition of the City of Phoenix Traffic Control Manual. The most restrictive manual shall apply. Licensee shall pay any and all applicable barricade fees.

2.21.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to Licensee at cost.

2.21.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Temporary Work Zone Traffic Management Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

2.21.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.

2.22. Blue Stake. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 and participate as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.

2.23. Compliance with Laws. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Surprise City Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC) to engage in the business activities anticipated by this License, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

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3. NON-EXCLUSIVITY; THIRD-PARTY CONTRACTS

3.1. Non-Exclusive. This License is non-exclusive and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.

3.2. City's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own conduit, fiber optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this License shall be construed to grant, convey, create, or vest any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Route and the ROW:

3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;

3.2.2. All other factors the city may consider relevant, whether or not mentioned in this License; and/or

3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.

3.3. Accommodate City's Activities. Nothing in this License shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

3.4. City's Rights. There is hereby reserved to the City every right and power required pursuant to this License to be herein reserved or provided by any lawful ordinance or law, and Licensee by its execution of this License agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere

with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route

3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.

3.7. Subordinate Rights. Any right or privilege claimed pursuant to this License by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this License. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.

3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this License. Such contracts ("User Contracts") are subject to all terms and conditions of this License, including, but not limited to, the following:

3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;

3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so; and

3.8.3. Identities of ROW Users shall be disclosed to the City, upon request, but will be deemed confidential if consistent with Arizona public records laws.

3.9. Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any

service disruption or for any other harm caused to them or the Route due to Competing Activities.

3.10. Compliance with License. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this License to comply with all terms and conditions of this License. Licensee is responsible for any and all violations of this License by persons and/or entities using the ROW through or under Licensee or this License.

4. **FEES**

4.1. City's Right of Fair and Reasonable Compensation. By entering into this License, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.

4.2. Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):

4.2.1. An amount (the "Annual Fee Payment") based on Licensee's use of the Route to provide interstate telecommunications services as such services are defined by A.R.S. § 9-583(C)(2).

4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this License as set out below.

4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Surprise Tax Code.

4.2.5. All other amounts required by this License.

4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be eighty-nine cents ($.89) per linear foot of trench in the ROW.

4.4. Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section. Licensee consents to the disclosure of any and all information reported on Licensee's transaction privilege tax returns by authorizing and allowing the City's tax collector to release such information to the City Manager or designees.

4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW.

4.6. Adjustments. All fixed dollar amounts stated in this License shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of

changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. The amount of each adjusted amount (represented by the letter "R" in the formula set forth below) shall be equal to the then current Cost of Living Index number on the last adjustment date (represented by the letter "C" in the formula set forth below) divided by the Cost of Living Index number for the month during which this License commences (represented by the letter "M" in the formula set forth below), and multiplied by the current amount (represented by the "$" symbol in the formula set forth below). This computation is expressed by the following formula:

$$R = \frac{C}{M} x\$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, the an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively. Insurance coverages shall be rounded to the nearest million dollars.

4.7. Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.

4.8. Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:

4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this License.

4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City’s normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.

4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

4.9. Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused to the ROW or other public property.

4.11. Violation Fee Payment. During the Term of this License, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this License by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this License or limit in any way the City's obtaining any other legal or equitable remedy provided by this License or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this License, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this License or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this License by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this License and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this License or as otherwise agreed by City.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

4.11.1.1. The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this License.

4.11.1.3. The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total assignment of this License.

4.11.1.4. The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee in violation of this License that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

4.11.2. Process for assess a Violation Fee Payment:

4.11.2.1. If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

4.11.2.2. Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. However, if the Violation Fee Payment amount exceeds Five Thousand Dollars ($5,000), then the following shall apply:

4.11.2.3. Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.

4.11.2.4. If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.

4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.

4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.

4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.

4.14. Requirement of Insurance, Performance Bond, and Letter of Credit. Prior to any work being performed in the ROW, Licensee shall secure all performance bond and letter or credit requirements in this License and provide the City with all insurance requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this License.

4.15. Performance Bond.

4.15.1. Prior to receiving any permit to construct, install, maintain or perform any work on public property, Licensee shall cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars ($100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this License. In case of any breach of any condition of this License, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of

A-VII or better for the last four quarters. The City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund.

4.15.2. If Licensee has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

4.16. Letter of Credit.

4.16.1. Prior to applying for any permit to construct, install, maintain or perform any work in the ROW which requires a construction permit from the City pursuant to applicable Surprise City Codes, Licensee shall provide either a cash deposit into a suitable interest-bearing account, established by the City, or a domestic irrevocable standby letter of credit, in the sum of not less than Fifty Thousand Dollars ($50,000.00) as security for the faithful performance by it of all the provisions of this License, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the License issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Network (the “security fund”). The City shall have the full power of withdrawal of funds from the account or letter of credit except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Licensee.

4.16.2. Within twenty (20) days after notice to Licensee that any amount has been withdrawn by the City from the security fund, Licensee shall deposit a sum of money or present to the City an additional irrevocable letter of credit sufficient to restore such security fund account to the original amount.

4.16.3. If Licensee fails, within ten (10) business days of a notice of intent to draw on the security fund, to either dispute the notice in writing; or pay the City any taxes or fees due and unpaid; or fails to repay to City, within such ten (10) business days of such notice, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Licensee in connection with this License; or fails, within thirty (30) days of such notice of failure by the City to dispute the notice in writing, or comply with any provision of this License which the City reasonably determines can be remedied by an expenditure of funds from the security fund, the City may immediately withdraw the amount thereof from the security fund. Upon such withdrawal, the City shall notify Licensee of the amounts and date thereof.

4.16.4. The rights reserved to the City, with respect to the security fund, are in addition to all other rights of the City whether reserved by this License or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right City may have.

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4.16.5. Licensee shall be entitled to the return of such security fund, or portion thereof, as remains on deposit at the expiration of the term of the License or upon termination of the License at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.

4.17. In-Kind Fiber and Conduit in Lieu of Annual Fee.

4.17.1. The Annual Fee Payment of eighty-nine cents ($.89) per linear foot may be offset by an in-kind payment pursuant to A.R.S. § 9-582(D).

4.17.2. In the event the City elects to offset the Annual Fee Payment by an in-kind payment, the Annual Fee Payment described above shall be offset in its entirety for the duration of the Term by the value of ten (10) fiber strands ("City Fiber") and one (1) one and a quarter inch (1.25") conduit ("City Conduit") (collectively, the "City Network"). The City Network is for the City's sole and exclusive use. The City Network shall be treated as fair and reasonable compensation for Licensee's use of the City's ROW for Licensee's Facilities. The City's assessment of a per lineal foot fee does not affect any rights or remedies of Licensee, including the right to contest such assessment in any court or agency with jurisdiction.

4.17.3. The City Network shall be installed in the Route as outlined in **Exhibit A**, herein incorporated by this reference.

4.17.4. The City shall have an indefeasible right of use in the City Network for the Term of this License and any subsequent renewals.

4.17.5. Licensee shall construct access points (#7 vaults or 24" x 36" x 24" vaults) for the City at approximately each quarter mile intervals at no cost to the City where the City Network will be installed. Future access points may be mutually agreed upon between the Parties. These hand-off and access points shall be detailed in and mapped out in an amendment to this License. Licensee is only required to provide the City a fiber tail at each vault location as specified in this License or as otherwise mutually agreed. A request may be made by the City to add fiber tails at existing vault locations in the future.

4.17.6. Licensee shall provide the City prompt access to the City Network within sixty (60) days after each segment is completed. Licensee shall notify the City of each segment completion.

4.17.7. Prior to handing off the City Network, Licensee shall verify that both the City Fiber and the City Conduit have been installed and ready for use and permit the City's staff the opportunity to inspect both upon request. All City vaults and City Fibers shall be identified with tags or labels.

4.17.8. If during the term of this License, Licensee undertakes the relocation of any segment of Licensee's Facilities that contains City Fiber or City Conduit, the City shall proceed with such

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4.17.9. Limitation of Use of City Network:

4.17.9.1. The City warrants and covenants that it will use the City Network in compliance with all applicable government codes, ordinances, laws, rules, and regulations.

4.17.9.2. The City's use of the City Network shall be for City use only. The City may allow other City entities to use the City Network. The City may allow other third-parties to access and utilize the City Network on behalf of the City.

4.17.9.3. Subject to the limitations set forth in this License, the City may use the City Network for any lawful purpose.

4.17.9.4. Both parties shall promptly notify each other of any known matters pertaining to, or the occurrence (or impending occurrence) of, any event which would likely give rise to any damage or impending damage to or loss of Licensee's Fiber Optic Network.

4.17.9.5. The City shall not use the City Network in a way that interferes with or adversely affects the use of any other fibers within Licensee's Facilities. The Parties acknowledge that the Licensee's Fiber Optic Network may include other participants, including Licensee and other owners and users of telecommunications systems.

4.17.10. Licensee shall maintain the City Network provided in good operating condition for normal use. Excluding instances of negligent use or operation by the City, such substitute fibers shall be provided to the City at the sole cost and expense of Licensee, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses and shall not adversely affect the use, operation, or performance of the City's fiber and conduit, except to the extent of interruptions permitted for relocations. Licensee makes no other warranties, written or oral, statutory, express or implied, including, without limitation, the warranty of merchantability or fitness for a particular purpose or use regarding the provided fibers.

4.17.11. Additional City Network. If Licensee expands Licensee's Facilities, Licensee, in lieu of the Annual Fee Payment, agrees to install additional City Fiber and City Conduit in the strand amount and conduit size as outlined in Section 4.17.2 within the expanded areas.

4.17.12. For future builds, Licensee shall provide the City opportunity to participate in joint builds at a pro-rata costs pass through to the City, provided that Licensee shall have sole control and discretion over engineering construction related to such joint builds. The City may request verification of pro-rata costs.

5. **RELOCATION**

5.1. Licensee shall relocate, at no expense to the City, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project

whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this License and any applicable issued permits. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

5.2. Licensee agrees to obtain a permit as required by this License prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

5.3. If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this License pursuant to Section 4.16 or the performance bond pursuant to Section 4.15.

5.4. The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City.

5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this License.

6. **DAMAGE TO PUBLIC PROPERTY**

6.1. In addition to any indemnity obligation under this License, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Licensee does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Licensee, to perform or cause to be performed such reasonable and

necessary work on behalf of Licensee and to charge Licensee for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates.

6.2. Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to the City Network must be replaced or repaired and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this License in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.

6.3. Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.

6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

7. PENALTIES FOR VIOLATION OF TERMS

7.1. The City's Remedies. The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Licensee complies with the terms of this License or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this License are not exclusive. Except as otherwise set forth in this License, Election of one remedy by the City, including assessment of liquidated damages, does not preclude the use of other remedies.

7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this License by the City shall be an action for equitable or injunctive relief.

8. TERMINATION

8.1. The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this License.

8.2. Immediate Termination. The City may terminate this License upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the City:

8.2.1. Licensee ceases doing business in the City;

8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");

8.2.3. Licensee fails to keep the Certificate in effect following any right of appeal or due process of the ACC;

8.2.4. Licensee fails to maintain any insurance required by this License;

8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:

8.3.1. Licensee fails to comply with the material terms and conditions of this License or applicable law, including, but not limited to, failing to maintain any insurance, security fund, or performance bond;

8.3.2. Licensee fails to make payments to the City in the amounts and at the times specified in this License;

8.3.3. Licensee fails to comply with the Surprise Work Policy and any other construction, design, or other related requirement under this License;

8.3.4. Licensee fails to construct in the designated, approved path of the Route;

8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and

8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

8.4. Curing Default. The City may terminate this License if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days following the City's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the City may do any of the following:

8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

8.4.2. Require an additional security deposit adequate in the City's sole discretion to protect the City and the ROW in light of Licensee's history of performance under this License;

8.4.3. Abate at Licensee's expense any violation of this License; and/or

8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this License.

8.5. No Need to Cure. The City will not need to provide Licensee with a cure period prior to termination if the City finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.

8.6. Licensee's Termination. Licensee may terminate this License by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the

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City Engineer to remove all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

8.7. Restoring the Route. Upon termination or revocation of this License, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this License, reasonable wear and tear excepted. Licensee shall remove all of Licensee's Facilities if requested by the City upon termination and/or revocation of this License, including, but not limited to, all above ground and subsurface portions of Licensee's Facilities.

9. GOVERNING LAW

It is mutually understood and agreed that this License shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this License or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

10. COMPLIANCE WITH LAWS

10.1. Compliance with A.R.S. § 38-511. Pursuant to A.R.S. § 38-511, the City may cancel this License within three (3) years after License execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this License on behalf of the City is or becomes at any time while this License or an extension of this License is in effect an employee of or a consultant to Licensee with respect to the subject matter of this License. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.

10.2. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.

10.3. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this License, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

10.4. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this License subject to penalties up to and including termination of this License, and that the City retains the

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legal right to inspect the papers of any employee who works on the License to ensure compliance with this warranty.

11. **INDEMNIFICATION**

11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use of the ROW and the Route, and for its exercise of its rights under this License directly or through its contractor(s), except for the intentional acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of Contractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this License, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this License. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

11.1.1. In the event that a notice of claim is served on the City or litigation is commenced against the City, the City must tender the defense of the litigation to Licensee, who shall defend the litigation. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the City, acceptable to the City). Licensee must consult with the City while conducting its defense of the City and must keep the Surprise City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Licensee or its insurance carrier.

11.1.2. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.

11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

11.3. It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of

the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.

11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this License, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this License is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this License, that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any. Any failure by Licensee shall be considered a material breach of this License.

11.5. The amount and type of insurance coverage requirements set forth in this License will in no way be construed as limiting the scope of the indemnity in this Section.

11.6. As a condition to City's executing this License, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12. **INSURANCE**

12.1. Limits of Insurance. Licensee shall at all times during the term of this License, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this License is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this License is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this License and may result in termination of this License.

12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this License, shall include the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self- insured retention and/or

insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancelation of any policy required herein.

12.2.6. Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this License.

12.3. Proof of Insurance – Certificates of Insurance.

12.3.1. Upon execution of this License, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this License are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this License.

12.3.2. If a policy does expire during the life of this License, a renewal certificate must be sent to the City ten (10) business days prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this License. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this License shall be sent to:

With copy to:

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City of Surprise
Attn: Risk Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374

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

12.3.4. The City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County, Arizona. The City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Licensee's obligations under this License.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this License and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

12.5. Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of $2,000,000 limits per occurrence and $5,000,000 general aggregate in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Licensee's completed operations and products.

12.6. Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a limit of $1 million for each accident, $1 million disease coverage for each employee, and $1 million disease policy limit.

12.7. Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of $5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.

13. **LIMITATION OF LIABILITY**

13.1. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially

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related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

13.2. Licensee also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this License.

13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this License.

14. **WARRANTY**

14.1. The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS LICENSE.

15. **SURVIVAL OF LIABILITY**

All obligations of Licensee and the City hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this License.

16. **PUBLIC EMERGENCY**

16.1. The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, or their designees. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. When practical and if possible, the City will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.

16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's

utility, public safety, and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.

16.3. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. When practical and if possible, the City will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

17. **NOTICE**

17.1. All notices, which shall or may be given pursuant to this License, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

THE CITY	LICENSEE
City of Surprise	Zayo Group, LLC
Attn: City Engineer	Attn: General Counsel
16000 N. Civic Center Plaza	1805 29th
Surprise, AZ 85374	Boulder, CO 80301
Phone: (623) 222-6150	Phone:
Fax: (623) 222-6001	Fax:
With copy to:	With copy to:
Surprise City Attorney's Office	Zayo Group, LLC
Attn: City Attorney	Attn: Underlying Rights
16000 N. Civic Center Plaza	1805 29th Suite 2050
Surprise, AZ 85374	Boulder, CO 80301
Phone: (623) 222-1120	Phone:
Fax: (623)-222-1101	Fax:

17.2. Notices shall be deemed sufficiently given and served upon the other party if delivered by facsimile transmission (provided with respect to facsimile that such transmissions are received on a business day during normal business hours), the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

17.3. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the City within ten (10) business days of any change in mailing address.

18. **TRANSFERABILITY OF LICENSE**

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18.1. This License is personal to Licensee and therefore the rights, privileges and License granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Surprise City Code or this License, whether arising before or after the date of transfer.

18.2. The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this License, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the License without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the License. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the License. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

18.4. Any transfer without City’s consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this License. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this License or otherwise, and in any combination, terminate this License, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this License. No cure or grace periods shall apply to transfers or assignments prohibited by this License or to enforcement of any provision of this License against an assignee who did not receive the City’s consent.

19. **HAZARDOUS SUBSTANCES**

19.1. Licensee‘s and its contractors’ activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the

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Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the City.

19.1.3. Licensee and/or its Contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this License.

19.1.4. In addition to, and without limitation of any other indemnities or obligations, Licensee shall pay any damages incurred and indemnify, defend and hold the City harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW used that is attributable to or caused by Licensee and/or its contractor(s).

19.1.5. Licensee and/or its contractors shall immediately notify the City of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this License did not do any of the following:

19.1.5.1. Participate in the Toxic Substance coming to the ROW;

19.1.5.2. Fail to immediately report the Toxic Substance to the City;

19.1.5.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.5.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

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19.1.6. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

19.1.7. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this License pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.

19.1.8. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

20. **MISCELLANEOUS**

20.1. Complete Agreement. This License, including all Exhibits which are attached, are hereby incorporated into this License and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This License cannot be modified or amended except in writing signed by both parties.

20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the City to execute this License and to enforce the terms herein.

20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this License shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this License as a whole or any part of the provisions of this License other than the part adjudged to be invalid, unenforceable or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a License to Licensee under A.RS. § 9-581 to § 9-583, as amended or succeeded, then this License shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License shall be considered a revocable permit as provided herein, Licensee acknowledges the authority

of the City Council to issue a revocable permit and the power to revoke as provided therein.

20.4. Time of Essence. Time is of the essence in each and every provision of this License.

20.5. Severability. If any provision of this License shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this License.

20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this License.

20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this License.

20.8. No third-Party Beneficiaries. No person or entity shall be a third party beneficiary to this License or shall have any right or cause of action hereunder. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this License (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this License.

20.9. Public Records. Notwithstanding any provisions of this License regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to this License may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice, Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, Licensee agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this License.

20.10. Force Majeure. With respect to any provision of this License, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God, war, terrorist attack, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

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20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this License by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

IN WITNESS WHEREOF, the parties have executed this License as of the date the last party signs.

City of Surprise
An Arizona municipal corporation

By: _____
Skip Hall, Mayor

Date: _____

ATTEST:

By: _____
Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Zayo Group, LLC
A Delaware limited liability company

By: DocuSigned by: Ted Gilliam
8A9466E1D1924D2...

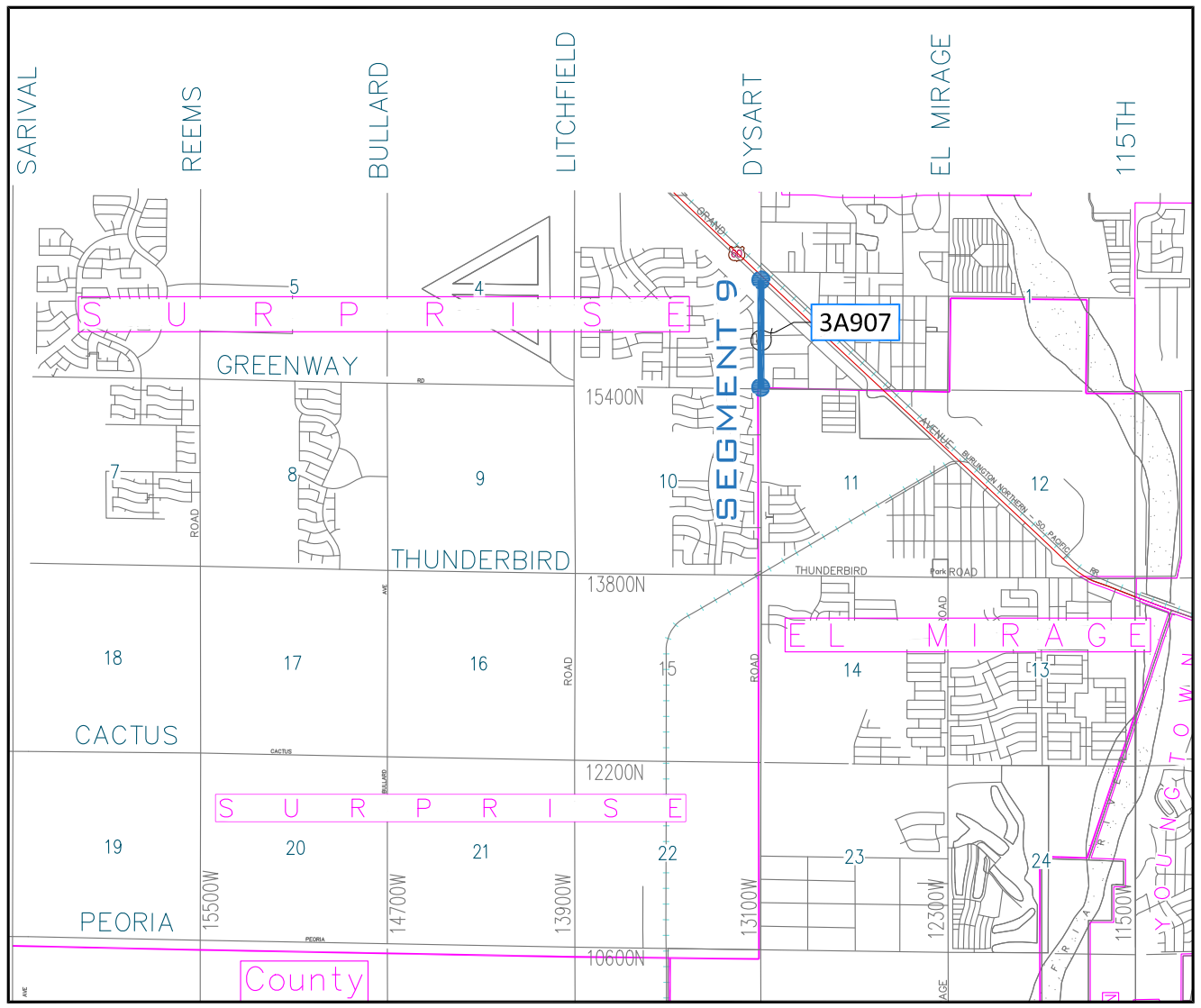
Print Name: Ted Gilliam

Title: General Counsel, Strategic Networks

Date: July 19, 2019

zayo GROUP WEST VALLEY EXPANSION

EXHIBIT A - The Route



LEGEND

- SEGMENT 9
- DRAWING SECTIONS

CITY OF SURPRISE FOOTAGE (EST.)	
SEGMENT 9	3,450'
TOTAL FOOTAGE	3,450'

DRAWN BY: BPG DESIGNS LLC. 7307 SOUTH HARL AVENUE, SUITE 1 TEMPE, AZ. 85283 (602)954-2223 www.bpgdesigns.com

DRAFTER: RLANGSTAFF

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Internal

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

Agenda Wording:
Consideration and action on declaring the "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" as public records; Resolution # 2019-89.

Motion:
I move to approve Resolution # 2019-89.

Background:
Currently, the City does not have regulation in place regarding Battery Energy Storage Systems ("BESS"). In order to prepare for the future and the possibility of additional BESS structures being built in the City or surrounding Cities, the Surprise Fire-Medical Department is requesting the "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" be declared public record. This declaration of these two documents as a public record must occur before Council's consideration about whether to adopt them by ordinance in the next agenda item.

Objective Analysis:
The Surprise Fire-Medical Department ("SFMD") would like to adopt provisions of the 2018 International Fire Code ("2018 IFC"), Chapter 12 Energy Systems, relative to things such as battery storage systems, especially solar battery storage systems. These IFC provisions will eventually be uniformly adopted throughout the country

It is possible that additional battery energy storage systems ("BESS") may commence in the City of Surprise in the near future. Therefore the SFMD desires the 2018 IFC provisions and our suggested amendments be adopted via a resolution which contains an emergency clause thereby making these codes effective immediately.

The provisions and amendments to those provisions are very large documents. To avoid large publication costs, the SFMD would like to declare the provisions and amendments as public record and take advantage of Arizona Revised Statutes ("ARS") Title 9, Section 802 that allows three copies of the provisions and three copies of the amendments to be filed with the City Clerk to be available for public inspection and thereby avoid publication of the documents themselves. The resolution makes it clear that the City is using ARS 9-802 to adopt the IFC Chapter 12 and the amendments to IFC Chapter 12 as

public records and thus the City is making the documents known to the public and available for public inspection.

If the Council chooses to take this action, SFMD will then ask you to consider adoption of the battery storage systems ordinance and amendments in the next agenda item.

Policy Compliant:

The "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" will provide the City with brand new guidance for regulation of Battery Energy Storage Systems ("BESS"). The 2018 International Fire Code is presently being adopted throughout the country thus establishing fair and consistent regulations throughout the country. Providing regulations that are fair and consistent for our businesses and residents is consistent with Council policy and direction.

Financial Impact:

There is no direct financial impact relating to this item. Any costs associated with this item will be covered by the existing operating budget. The department will bring a budget amendment item to Council in the future if additional funds are necessary.

Budget Impact:

There is no direct budget impact with this item. Any costs associated with this item will be covered by the existing operating budget. The department will bring a budget amendment item to Council in the future if additional funds are necessary.

FTE Impact:

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

ATTACHMENTS:

1. ^RESOLUTION 2019-89 Declaring 2019 Amendments to IFC Chap 12 a Public Record
2. ^2018 International Building Code Chapter 12 Energy Systems
3. ^2019 AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS

RESOLUTION # 2019-89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING AS A PUBLIC RECORD THOSE TWO CERTAIN DOCUMENTS ENTITLED "2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS" AND "2019 AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS."

WHEREAS, pursuant to A.R.S. 9-802, the City Council may declare a document a public record and therefore enact same without setting forth the public record in the adopting ordinance; and

WHEREAS, this is an efficient and cost effective procedure for adopting large text amendments.

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

Section 1. That certain document entitled "2018 International Fire Code, Chapter 12 Energy Systems", dated August 6, 2019, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

Section 2. That certain document entitled "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems", dated August 6, 2019, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

APPROVED AND ADOPTED this _____day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Resolution #2019-89
RFLS #6879
Rev 05/16

CHAPTER 12
ENERGY SYSTEMS

User note:

About this chapter: Chapter 12 was added to address the current energy systems found in this code, and is provided for the introduction of a wide range of systems to generate and store energy in, on and adjacent to buildings and facilities. The expansion of such energy systems is related to meeting today's energy, environmental and economic challenges. Ensuring appropriate criteria to address the safety of such systems in building and fire codes is an important part of protecting the public at large, building occupants and emergency responders. More specifically, this chapter addresses standby and emergency power, photovoltaic systems, fuel cell energy systems, battery storage systems and capacitor energy storage.

SECTION 1201
GENERAL

1201.1 Scope. The provisions of this chapter shall apply to the installation, operation and maintenance of energy systems used for generating or storing energy. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency.

1201.2 Electrical wiring and equipment. Electrical wiring and equipment used in connection with energy systems shall be installed and maintained in accordance with Chapter 12 and NFPA 70.

1201.3 Mixed system installation. Where approved, the aggregate kWh energy in a fire area shall not exceed the maximum quantity specified for any of the energy systems in this chapter. Where required by the *fire code official*, a hazard mitigation analysis shall be provided and approved in accordance with Section 104.7.2 to evaluate any potential adverse interaction between the various energy systems and technologies.

SECTION 1202
DEFINITIONS

1202.1 Definitions. The following terms are defined in Chapter 2:

BATTERY SYSTEM, STATIONARY STORAGE.
BATTERY TYPES.
Lead-acid battery.
CAPACITOR ARRAY.
CAPACITOR ENERGY STORAGE SYSTEM.
CRITICAL CIRCUIT.
EMERGENCY POWER SYSTEM.
ENERGY MANAGEMENT SYSTEMS.
FUEL CELL POWER SYSTEM, STATIONARY.
STANDBY POWER SYSTEM.
STATIONARY BATTERY ARRAY.

SECTION 1203
EMERGENCY AND STANDBY POWER SYSTEMS

1203.1 General. Emergency power systems and standby power systems required by this code or the *International Building Code* shall comply with Sections 1203.1.1 through 1203.1.9.

1203.1.1 Stationary generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200.

1203.1.2 Fuel line piping protection. Fuel lines supplying a generator set inside a high-rise building shall be separated from areas of the building other than the room the generator is located in by an approved method, or an assembly that has a fire-resistance rating of not less than 2 hours. Where the building is protected throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, the required fire-resistance rating shall be reduced to 1 hour.

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111.

1203.1.4 Load transfer. Emergency power systems shall automatically provide secondary power within 10 seconds after primary power is lost, unless specified otherwise in this code. Standby power systems shall automatically provide secondary power within 60 seconds after primary power is lost, unless specified otherwise in this code.

1203.1.5 Load duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

1203.1.6 Uninterruptable power source. An uninterrupted source of power shall be provided for equipment where required by the manufacturer's instructions, the listing, this code or applicable referenced standards.

1203.1.7 Interchangeability. Emergency power systems shall be an acceptable alternative for installations that require standby power systems.

1203.1.8 Group I-2 occupancies. In Group I-2 occupancies, where an essential electrical system is located in flood hazard areas established in Section 1612.3 of the *International Building Code* and where new or replacement essential electrical system generators are installed, the system shall be located and installed in accordance with ASCE 24.

1203.1.9 Maintenance. Existing installations shall be maintained in accordance with the original approval and Section 1203.4.

1203.2 Where required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.18.

1203.2.1 Ambulatory care facilities. Essential electrical systems for ambulatory care facilities shall be in accordance with Section 422.6 of the *International Building Code*.

1203.2.2 Elevators and platform lifts. Standby power shall be provided for elevators and platform lifts as required in Sections 606.2, 1009.4.1, and 1009.5.

1203.2.3 Emergency responder radio coverage systems. Standby power shall be provided for emergency responder radio coverage systems as required in Section 510.4.2.3. The standby power supply shall be capable of operating the emergency responder radio coverage system for a duration of not less than 24 hours.

1203.2.4 Emergency voice/alarm communication systems. Emergency power shall be provided for emergency voice/alarm communication systems as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

1203.2.5 Exit signs. Emergency power shall be provided for exit signs as required in Section 1013.6.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes.

1203.2.6 Gas detection systems. Emergency power shall be provided for gas detection systems where required by Sections 1203.2.9 and 1203.2.16. Standby power shall be provided for gas detection systems where required by Section 916.5.

1203.2.7 Group I-2 occupancies. Essential electrical systems for Group I-2 occupancies shall be in accordance with Section 407.11 of the *International Building Code*.

1203.2.8 Group I-3 occupancies. Power-operated sliding doors or power-operated locks for swinging doors in Group I-3 occupancies shall be operable by a manual release mechanism at the door. Emergency power shall be provided for the doors and locks.

Exceptions:

1. Emergency power is not required in facilities where provisions for remote locking and unlocking of occupied rooms in Occupancy Condition 4 are not required as set forth in the *International Building Code*.
2. Emergency power is not required where remote mechanical operating releases are provided.

1203.2.9 Hazardous materials. Emergency and standby power shall be provided in occupancies with hazardous materials as required in the following sections:

1. Sections 5004.7 and 5005.1.5 for hazardous materials.
2. Sections 6004.2.2.8 and 6004.3.4.2 for highly toxic and toxic gases.
3. Section 6204.1.11 for organic peroxides.

1203.2.10 High-rise buildings. Standby power and emergency power shall be provided for high-rise buildings as required in Section 403 of the *International Building Code*, and shall be in accordance with Section 1203.

1203.2.11 Special purpose horizontal sliding doors. Standby power shall be provided for horizontal sliding doors as required in Section 1010.1.4.3. The standby power supply shall have a capacity to operate not fewer than 50 closing cycles of the door.

1203.2.12 Hydrogen fuel gas rooms. Standby power shall be provided for hydrogen fuel gas rooms as required by Section 5808.7.

1203.2.13 Laboratory suites. Standby or emergency power shall be provided in accordance with Section 5004.7 where *laboratory suites* are located above the sixth story above grade plane or located in a story below grade plane.

1203.2.14 Means of egress illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1.

1203.2.15 Membrane structures. Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with Section 3103.10.4.

1203.2.16 Semiconductor fabrication facilities. Emergency power shall be provided for semiconductor fabrication facilities as required in Section 2703.15.

1203.2.17 Smoke control systems. Standby power shall be provided for smoke control systems as required in Section 909.11.

1203.2.18 Underground buildings. Emergency and standby power shall be provided in underground buildings as required in Section 405 of the *International Building Code* and shall be in accordance with Section 1203.

1203.3 Critical circuits. Required critical circuits shall be protected using one of the following methods:

1. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a *fire-resistance rating* of not less than 1 hour.
2. Electrical circuit protective systems shall have a *fire-resistance rating* of not less than 1 hour. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
3. Construction having a *fire-resistance rating* of not less than 1 hour.

1203.4 Maintenance. Emergency and standby power systems shall be maintained in accordance with NFPA 110 and NFPA 111 such that the system is capable of supplying service within the time specified for the type and duration required.

1203.4.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be maintained in accordance with NFPA 99.

1203.4.2 Schedule. Inspection, testing and maintenance of emergency and standby power systems shall be in accordance with an approved schedule established upon completion and approval of the system installation.

1203.4.3 Records. Records of the inspection, testing and maintenance of emergency and standby power systems shall include the date of service, name of the servicing technician, a summary of conditions noted and a detailed description of any conditions requiring correction and what corrective action was taken. Such records shall be maintained.

1203.4.4 Switch maintenance. Emergency and standby power system transfer switches shall be included in the inspection, testing and maintenance schedule required by Section 1203.4.2. Transfer switches shall be maintained free from accumulated dust and dirt. Inspection shall include examination of the transfer switch contacts for evidence of deterioration. When evidence of contact deterioration is detected, the contacts shall be replaced in accordance with the transfer switch manufacturer's instructions.

1203.5 Operational inspection and testing. Emergency power systems, including all appurtenant components, shall be inspected and tested under load in accordance with NFPA 110 and NFPA 111.

Exception: Where the emergency power system is used for standby power or peak load shaving, such use shall be recorded and shall be allowed to be substituted for scheduled testing of the generator set, provided that appropriate records are maintained.

1203.5.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be inspected and tested under load in accordance with NFPA 99.

1203.5.2 Transfer switch test. The test of the transfer switch shall consist of electrically operating the transfer switch from the normal position to the alternate position and then return to the normal position.

1203.6 Supervision of maintenance and testing. Routine maintenance, inspection and operational testing shall be overseen by a properly instructed individual.

SECTION 1204
SOLAR PHOTOVOLTAIC POWER SYSTEMS

1204.1 General. Solar photovoltaic systems shall be installed in accordance with Sections 1204.2 through 1204.5, and the *International Building Code* or *International Residential Code*. The electrical portion of solar PV systems shall be installed in accordance with NFPA 70.

1204.2 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in accordance with Sections 1204.2.1 through 1204.3.3. Pathways shall be over areas capable of supporting fire fighters accessing the roof. Pathways shall be located in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.

Exceptions:

1. Detached, nonhabitable Group U structures including, but not limited to, detached garages serving Group R-3 buildings, parking shade structures, carports, solar trellises and similar structures.
2. Roof access, pathways and spacing requirements need not be provided where the *fire code official* has determined that rooftop operations will not be employed.

1204.2.1 Solar photovoltaic systems for Group R-3 buildings. Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through 1204.2.1.3.

Exceptions:

1. These requirements shall not apply to structures designed and constructed in accordance with the *International Residential Code*.
2. These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.

1204.2.1.1 Pathways to ridge. Not fewer than two 36-inch-wide (914 mm) pathways on separate roof planes, from lowest roof edge to ridge, shall be provided on all buildings. Not fewer than one pathway shall be provided on the street or driveway side of the roof. For each roof plane with a photovoltaic array, not fewer than one 36-inch-wide (914 mm) pathway from lowest roof edge to ridge shall be provided on the same roof plane as the photovoltaic array, on an adjacent roof plane or straddling the same and adjacent roof planes.

1204.2.1.2 Setbacks at ridge. For photovoltaic arrays occupying 33 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge. For photovoltaic arrays occupying more than 33 percent of the plan view total roof area, a setback of not less than 36 inches (457 mm) wide is required on both sides of a horizontal ridge.

1204.2.1.3 Alternative setbacks at ridge. Where an automatic sprinkler system is installed within the dwelling in accordance with Section 903.3.1.3, setbacks at the ridge shall conform to one of the following:

1. For photovoltaic arrays occupying 66 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge.
2. For photovoltaic arrays occupying more than 66 percent of the plan view total roof area, a setback of not less than 36 inches (914 mm) wide is required on both sides of a horizontal ridge.

1204.2.2 Emergency escape and rescue openings. Panels and modules installed on Group R-3 buildings shall not be placed on the portion of a roof that is below an emergency escape and rescue opening. A pathway of not less than 36 inches (914 mm) wide shall be provided to the emergency escape and rescue opening.

1204.3 Other than Group R-3 buildings. Access to systems for buildings, other than those containing Group R-3 occupancies, shall be provided in accordance with Sections 1204.3.1 through 1204.3.3.

Exception: Where it is determined by the *fire code official* that the roof configuration is similar to that of a Group R-3 occupancy, the residential access and ventilation require-

ments in Sections 1204.2.1.1 through 1204.2.1.3 are a suitable alternative.

1204.3.1 Perimeter pathways. There shall be a minimum 6-foot-wide (1829 mm) clear perimeter around the edges of the roof.

Exception: Where either axis of the building is 250 feet (76 200 mm) or less, the clear perimeter around the edges of the roof shall be permitted to be reduced to a minimum width of 4 feet (1219 mm).

1204.3.2 Interior pathways. Interior pathways shall be provided between array sections to meet the following requirements:

1. Pathways shall be provided at intervals not greater than 150 feet (45 720 mm) throughout the length and width of the roof.
2. A pathway not less than 4 feet (1219 mm) wide in a straight line to roof standpipes or ventilation hatches.
3. A pathway not less than 4 feet (1219 mm) wide around roof access hatches, with not fewer than one such pathway to a parapet or roof edge.

1204.3.3 Smoke ventilation. The solar installation shall be designed to meet the following requirements:

1. Where nongravity-operated smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide shall be provided bordering all sides.
2. Smoke ventilation options between array sections shall be one of the following:
   2.1. A pathway not less than 8 feet (2438 mm) wide.
   2.2. Where gravity-operated dropout smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide on not fewer than one side.
   2.3. A pathway not less than 4 feet (1219 mm) wide bordering 4-foot by 8-foot (1219 mm by 2438 mm) venting cutouts every 20 feet (6096 mm) on alternating sides of the pathway.

1204.4 Ground-mounted photovoltaic panel systems. Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.

1204.5 Buildings with rapid shutdown. Buildings with rapid shutdown solar photovoltaic systems shall have permanent labels in accordance with Sections 1204.5.1 through 1204.5.3.

1204.5.1 Rapid shutdown type. The type of solar photovoltaic system rapid shutdown shall be labeled with one of the following:

1. For solar photovoltaic systems that shut down the array and the conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of $^{3}/_{8}$ inch (10 mm) in black on a yellow background. The remaining characters shall be uppercase with a minimum height of $^{3}/_{16}$ inch (5 mm) in black on a white background. The label shall be in accordance with Figure 1204.5.1(1) and state the following:

   SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN. TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN ARRAY.

2. For photovoltaic systems that only shut down conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of $^{3}/_{8}$ inch (10 mm) in white on a red background and the remaining characters shall be capitalized with a minimum height of $^{3}/_{16}$ inch (5 mm) in black on a white back-

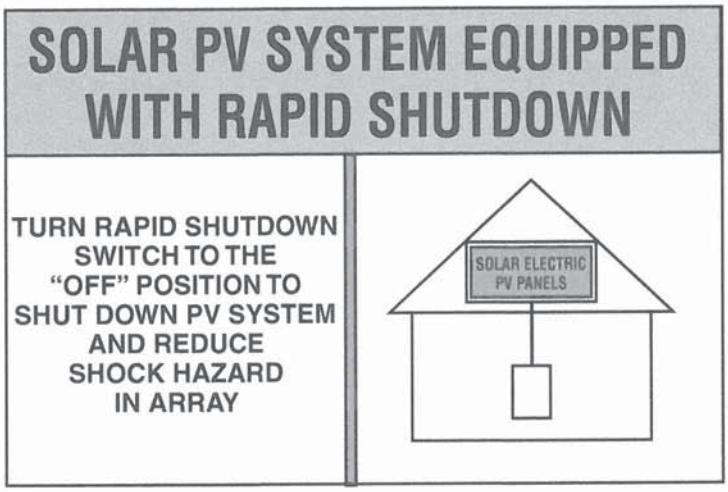


FIGURE 1204.5.1(1)
LABEL FOR SOLAR PV SYSTEMS THAT REDUCE SHOCK HAZARD WITHIN ARRAY AND SHUT DOWN CONDUCTORS LEAVING ARRAY

ground. The label shall be in accordance with Figure 1204.5.1(2) and state the following:

THIS SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN. TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN CONDUCTORS OUTSIDE THE ARRAY. CONDUCTORS WITHIN ARRAY REMAIN ENERGIZED IN SUNLIGHT.

1204.5.1.1 Diagram. The labels in Section 1204.5.1 shall include a simple diagram of a building with a roof. Diagram sections in red signify sections of the solar photovoltaic system that are not shut down when the rapid shutdown switch is turned off.

1204.5.1.2 Location. The rapid shutdown label in Section 1204.5.1 shall be located not greater than 3 feet (914 mm) from the service disconnecting means to which the photovoltaic systems are connected, and shall indicate the location of all identified rapid shutdown switches if not at the same location.

1204.5.2 Buildings with more than one rapid shutdown type. Solar photovoltaic systems that contain rapid shutdown in accordance with both Items 1 and 2 of Section 1204.5.1 or solar photovoltaic systems where only portions of the systems on the building contain rapid shutdown, shall provide a detailed plan view diagram of the roof showing each different photovoltaic system and a dotted line around areas that remain energized after the rapid shutdown switch is operated.

1204.5.3 Rapid shutdown switch. A rapid shutdown switch shall have a label located not greater than 3 feet (914 mm) from the switch that states the following:

RAPID SHUTDOWN SWITCH FOR SOLAR PV SYSTEM

SECTION 1205
STATIONARY FUEL CELL POWER SYSTEMS

1205.1 General. *Stationary fuel cell power systems* in new and existing occupancies shall comply with this section.

1205.2 Permits. Permits shall be obtained for *stationary fuel cell power systems* as set forth in Section 105.7.10.

1205.3 Equipment. *Stationary fuel cell power systems* shall comply with the following:

1. *Prepackaged fuel cell power systems* shall be listed and labeled in accordance with CSA FC 1.
2. The modules and components in a *preengineered fuel cell power system* shall be listed and labeled in accordance with CSA FC 1 and interconnected to complete the assembly of the system at the job site in accordance with the manufacturer's instructions and the module and component listings.
3. *Field-fabricated fuel cell power systems* shall be approved based on a review of the technical report provided in accordance with Section 104.7.2. The report shall be prepared by and bear the stamp of a registered design professional and shall include:
   - 3.1. A fire risk evaluation.
   - 3.2. An evaluation demonstrating that modules and components in the fuel cell power system comply with applicable requirements in CSA FC 1.
   - 3.3. Documentation of the fuel cell power system's compliance with applicable NFPA 2 and NFPA 853 construction requirements.

1205.4 Installation. *Stationary fuel cell power systems* shall be installed and maintained in accordance with NFPA 70 and NFPA 853, the manufacturer's installation instructions, and the listing. *Stationary fuel cell power systems* fueled by hydrogen shall be installed and maintained in accordance

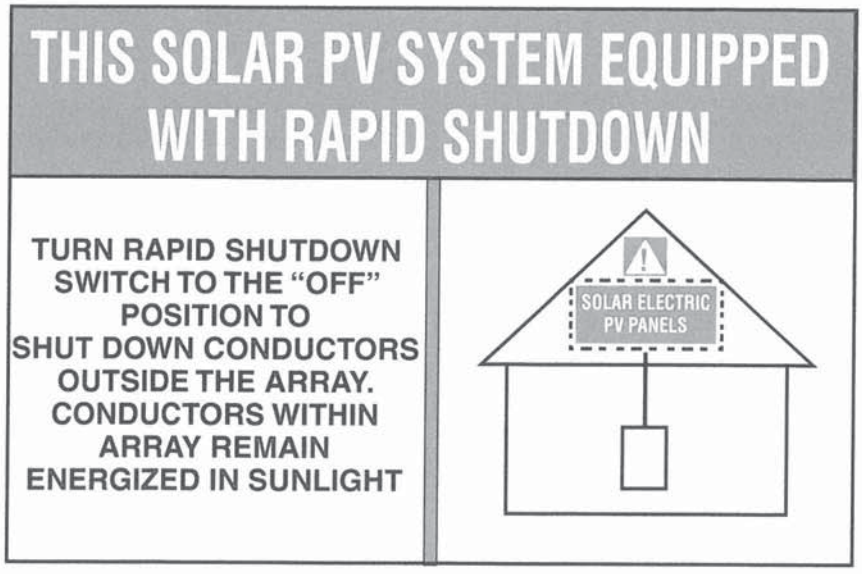


FIGURE 1204.5.1(2)
LABEL FOR SOLAR PV SYSTEMS THAT ONLY SHUT DOWN CONDUCTORS LEAVING THE ARRAY

with NFPA 2 and NFPA 70, the manufacturer's installation instructions and the listing.

1205.5 Residential use. *Stationary fuel cell power systems* shall not be installed in Group R-3 and R-4 buildings, or dwelling units associated with Group R-2 buildings unless they are specifically listed for residential use.

1205.6 Indoor installations. *Stationary fuel cell power systems* installed in indoor locations shall comply with Sections 1205.6 through 1205.6.2. For purposes of this section, an indoor location includes a roof and 50 percent or greater enclosing walls.

1205.6.1 Listed. *Stationary fuel cell power systems* installed indoors shall be specifically listed and labeled for indoor use.

1205.6.2 Separation. Rooms containing *stationary fuel cell power systems* shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire-resistance-rated construction.

Exception: *Stationary fuel cell power systems* with an aggregate rating less than 50 kW shall not be required to be separated from other occupancies provided that the systems comply with Section 9.3 of NFPA 853.

1205.7 Vehicle impact protection. Where *stationary fuel cell power systems* are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312.

1205.8 Outdoor installation. *Stationary fuel cell power systems* located outdoors shall be separated by not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Any portion of a designated means of egress system.
8. Other exposure hazards.

1205.9 Fuel supply. The design, location and installation of the fuel supply for *stationary fuel cell power systems* shall comply with Chapter 53, Chapter 58 and the *International Fuel Gas Code,* based on the particular fuel being supplied to the system.

1205.10 Manual shutoff. Access to a manual shutoff valve shall be provided for the fuel piping within 6 feet (1829 mm) of any fuel storage tank serving the fuel cell and within 6 feet (1829 mm) of the power system. If the fuel tank and the *stationary fuel cell power system* are less than 12 feet (3658 mm) apart, a single shutoff valve shall be permitted. If the *stationary fuel cell power system* is located indoors, the shutoff valve shall be located outside of the room in which the system is installed, unless otherwise approved by the *fire code official*.

1205.11 Ventilation and exhaust. Ventilation and exhaust for stationary fuel cell power systems shall be provided in accordance with NFPA 853.

1205.12 Fire suppression. Fire suppression for stationary fuel cell power system installations shall be provided in accordance with NFPA 853.

1205.13 Gas detection systems. Stationary fuel cell power systems shall be provided with a gas detection system. Detection shall be provided in approved locations in the fuel cell power system enclosure, the exhaust system or the room that encloses the fuel cell power system. The system shall be designed to activate at a flammable gas concentration of not more than 25 percent of the lower flammable limit (LFL).

1205.13.1 System activation. The activation of the gas detection system shall automatically:

1. Close valves between the gas supply and the fuel cell power system.
2. Shut down the fuel cell power system.
3. Initiate local audible and visible alarms in approved locations.

SECTION 1206
ELECTRICAL ENERGY STORAGE SYSTEMS

1206.1 Scope. The provisions in this section are applicable to energy storage systems designed to provide electrical power to a building or facility. These systems are used to provide standby or emergency power, an uninterruptable power supply, load shedding, load sharing or similar capabilities. **

1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with Section 1206.2.1 through 1206.2.12.6, as applicable.

1206.2.1 Permits. Permits shall be obtained for the installation and operation of stationary storage battery systems in accordance with Section 105.7.2.

1206.2.2 Construction documents. The following information shall be provided with the permit application:

1. Location and layout diagram of the room in which the stationary storage battery system is to be installed.
2. Details on hourly fire-resistance-rated assemblies provided.
3. Quantities and types of storage batteries and battery systems.
4. Manufacturer's specifications, ratings and listings of storage batteries and battery systems.
5. Details on energy management systems.
6. Location and content of signage.
7. Details on fire-extinguishing, smoke detection and ventilation systems.
8. Rack storage arrangement, including seismic support criteria.

TABLE 1206.2
BATTERY STORAGE SYSTEM THRESHOLD QUANTITIES.

BATTERY TECHNOLOGY	CAPACITY[a]
Flow batteries[b]	20 kWh
Lead acid, all types	70 kWh
Lithium, all types	20 kWh
Nickel cadmium (Ni-Cd)	70 kWh
Sodium, all types	20 kWh[c]
Other battery technologies	10 kWh

For SI:1 kilowatt hour = 3.6 megajoules.

a. For batteries rated in amp-hours, kWh shall equal rated voltage times amp-hour rating divided by 1000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. 70 kWh for sodium-ion technologies.

1206.2.3 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.7.2 under any of the following conditions:

1. Battery technologies not specifically identified in Table 1206.2 are provided.
2. More than one stationary storage battery technology is provided in a room or indoor area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities in accordance with Section 1206.2.9.

1206.2.3.1 Fault condition. The hazard mitigation analysis shall evaluate the consequences of the following failure modes, and others deemed necessary by the *fire code official*. Only single-failure modes shall be considered.

1. Thermal runaway condition in a single-battery storage rack, module or array.
2. Failure of any energy management system.
3. Failure of any required ventilation system.
4. Voltage surges on the primary electric supply.
5. Short circuits on the load side of the stationary battery storage system.
6. Failure of the smoke detection, fire-extinguishing or gas detection system.
7. Spill neutralization not being provided or failure of the secondary containment system.

1206.2.3.2 Analysis approval. The *fire code official* is authorized to approve the hazardous mitigation analysis provided that the hazard mitigation analysis demonstrates all of the following:

1. Fires or explosions will be contained within unoccupied battery storage rooms for the minimum duration of the fire-resistance-rated walls identified in Table 509.1 of the *International Building Code*.
2. Fires and explosions in battery cabinets in occupied work centers will be detected in time to allow occupants within the room to evacuate safely.
3. Toxic and highly toxic gases released during fires and other fault conditions shall not reach concentrations in excess of Immediately Dangerous to Life or Health (IDLH) levels in the building or adjacent means of egress routes during the time deemed necessary to evacuate from that area.
4. Flammable gases released from batteries during charging, discharging and normal operation shall not exceed 25 percent of their lower flammability limit (LFL).
5. Flammable gases released from batteries during fire, overcharging and other abnormal conditions shall not create an explosion hazard that will injure occupants or emergency responders.

1206.2.3.3 Additional protection measures. Construction, equipment and systems that are required for the stationary storage battery system to comply with the hazardous mitigation analysis, including but not limited to those specifically described in Section 1206.2, shall be installed, maintained and tested in accordance with nationally recognized standards and specified design parameters.

1206.2.4 Seismic and structural design. Stationary storage battery systems shall comply with the seismic design requirements in Chapter 16 of the *International Building Code*, and shall not exceed the floor-loading limitation of the building.

1206.2.5 Vehicle impact protection. Where stationary storage battery systems are subject to impact by a motor vehicle, including fork lifts, vehicle impact protection shall be provided in accordance with Section 312.

1206.2.6 Combustible storage. Combustible materials not related to the stationary storage battery system shall not be stored in battery rooms, cabinets or enclosures. Combustible materials in occupied work centers covered by Section 1206.2.8.5 shall not be stored less than 3 feet (915 mm) from battery cabinets.

1206.2.7 Testing, maintenance and repair. Storage batteries and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any storage batteries or system components used to replace existing units shall be compatible with the battery charger, energy management systems,

other storage batteries and other safety systems. Introducing other types of storage batteries into the stationary storage battery system or other types of electrolytes into flow battery systems shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

1206.2.8 Location and construction. Rooms and areas containing stationary storage battery systems shall be designed, located and constructed in accordance with Sections 1206.2.8.1 through 1206.2.8.7.4.

1206.2.8.1 Location. Stationary storage battery systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

Exceptions:

1. Lead acid and nickel cadmium stationary storage battery systems.
2. Installations on noncombustible rooftops of buildings exceeding 75 feet (22 860 mm) in height that do not obstruct fire department rooftop operations, where *approved* by the *fire code official.*

1206.2.8.2 Separation. Rooms containing stationary storage battery systems shall be separated from other areas of the building in accordance with Section 509.1 of the *International Building Code*. Battery systems shall be allowed to be in the same room with the equipment they support.

1206.2.8.3 Stationary battery arrays. Storage batteries, prepackaged stationary storage battery systems and preengineered stationary storage battery systems shall be segregated into stationary battery arrays not exceeding 50 kWh (180 megajoules) each. Each stationary battery array shall be spaced not less than 3 feet (914 mm) from other stationary battery arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead acid and nickel cadmium storage battery arrays.
2. Listed preengineered stationary storage battery systems and prepackaged stationary storage battery systems shall not exceed 250 kWh (900 megajoules) each.
3. The fire code official is authorized to approve listed, preengineered and prepackaged battery arrays with larger capacities or smaller battery array spacing if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving one array will not propagate to an adjacent array, and be contained within the room for a duration equal to the fire-resistance rating of the room separation specified in Table 509 of the *International Building Code*.

1206.2.8.4 Separate rooms. Where stationary batteries are installed in a separate equipment room that can be accessed only by authorized personnel, they shall be permitted to be installed on an open rack for ease of maintenance.

1206.2.8.5 Occupied work centers. Where stationary storage batteries are located in an occupied work center, they shall be housed in a noncombustible cabinet or other enclosure to prevent access by unauthorized personnel.

1206.2.8.5.1 Cabinets. Where stationary batteries are contained in cabinets in occupied work centers, the cabinet enclosures shall be located within 10 feet (3048 mm) of the equipment that they support.

1206.2.8.6 Signage. Approved signs shall be provided on doors or in locations near entrances to stationary storage battery system rooms and shall include the following or equivalent:

1. The room contains energized battery systems.
2. The room contains energized electrical circuits.
3. The additional markings required in Section 1206.2.12 for the types of storage batteries contained within the room.

Exception: Existing stationary storage battery systems shall be permitted to include the signage required at the time it was installed.

1206.2.8.6.1 Electrical disconnects. Where the stationary storage battery system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means indicating the location of stationary storage battery system disconnecting means in accordance with NFPA 70.

1206.2.8.6.2 Cabinet signage. Battery storage cabinets provided in occupied work centers in accordance with Section 1206.2.8.5 shall have exterior labels that identify the manufacturer and model number of the system and electrical rating (voltage and current) of the contained battery system. There shall be signs within the cabinet that indicate the relevant electrical and chemical hazards, as required by Section 1206.2.12.

1206.2.8.7 Outdoor installations. Stationary storage battery systems located outdoors shall comply with Sections 1206.2.8.7 through 1206.2.8.7.4, in addition to all applicable requirements of Section 1206.2. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as battery storage rooms.

Exception: Stationary battery arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.2.8.7.1 Separation. Stationary storage battery systems located outdoors shall be separated by a minimum 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The fire code official is authorized to approve smaller separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.2.8.7.2 Means of egress. Stationary storage battery systems located outdoors shall be separated from any *means of egress* as required by the *fire code official* to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an *approved* testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.2.8.7.3 Security of outdoor areas. Outdoor areas in which stationary storage battery systems are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.2.8.7.4 Walk-in units. Where a stationary storage battery system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

1206.2.9 Maximum allowable quantities. *Fire areas* within buildings containing stationary storage battery systems exceeding the maximum allowable quantities in Table 1206.2.9 shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

Exception: Where approved by the *fire code official*, areas containing stationary storage batteries that exceed the amounts in Table 1206.2.9 shall be treated as incidental use areas and not Group H occupancies based on a hazardous mitigation analysis in accordance with Section 1206.2.3 and large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory.

1206.2.9.1 Mixed battery systems. Where areas within buildings contain different types of storage battery technologies, the total aggregate quantities of batteries shall be determined based on the sum of percentages of each battery type quantity divided by the maximum allowable quantity of each battery type. If the sum of the percentages exceeds 100 percent, the area shall be treated as a Group H occupancy in accordance with Table 1206.2.9.

1206.2.10 Storage batteries and equipment. The design and installation of storage batteries and related equipment shall comply with Sections 1206.2.10.1 through 1206.2.10.8.

1206.2.10.1 Listings. Storage batteries and battery storage systems shall comply with the following:

1. Storage batteries shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary storage battery systems shall be listed in accordance with UL 9540.

Exception: Lead-acid batteries are not required to be listed.

1206.2.10.2 Prepackaged and preengineered systems. Prepackaged and preengineered stationary storage battery systems shall be installed in accordance with their listing and the manufacturer's instructions.

TABLE 1206.2.9
MAXIMUM ALLOWABLE BATTERY QUANTITIES

BATTERY TECHNOLOGY	MAXIMUM ALLOWABLE QUANTITIES[a]	GROUP H OCCUPANCY
Flow batteries[b]	600 kWh	Group H-2
Lead acid, all types	Unlimited	Not Applicable
Lithium, all types	600 kWh	Group H-2
Nickel cadmium (Ni-Cd)	Unlimited	Not Applicable
Sodium, all types	600 kWh	Group H-2
Other battery technologies	200 kWh	Group H-2[c]

For SI: 1 kilowatt hour = 3.6 megajoules.

a. For batteries rated in amp-hours, Kilowatt-hours (kWh) shall equal rated battery voltage times the amp-hour rating divided by 1,000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. Shall be a Group H-4 occupancy if the fire code official determines that a fire or thermal runaway involving the battery technology does not represent a significant fire hazard.

1206.2.10.3 Energy management system. An approved energy management system shall be provided for battery technologies other than lead-acid and nickel cadmium for monitoring and balancing cell voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.2.10.4 Battery chargers. Battery chargers shall be compatible with the battery chemistry and the manufacturer's electrical ratings and charging specifications. Battery chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed preengineered or prepackaged stationary storage battery system.

1206.2.10.5 Inverters. Inverters shall be listed and labeled in accordance with UL 1741. Only inverters listed and labeled for utility interactive system use and identified as interactive shall be allowed to operate in parallel with the electric utility power system to supply power to common loads.

1206.2.10.6 Safety caps. Vented batteries shall be provided with flame-arresting safety caps.

1206.2.10.7 Thermal runaway. Where required by Section 1206.2.12, storage batteries shall be provided with a listed device or other approved method to prevent, detect and control thermal runaway.

1206.2.10.8 Toxic and highly toxic gas. Stationary storage battery systems that have the potential to release toxic and highly toxic gas during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.2.11 Fire-extinguishing and detection systems. Fire-extinguishing and detection systems shall be provided in accordance with Sections 1206.2.11.1 through 1206.2.11.5.

1206.2.11.1 Fire-extinguishing systems. Rooms containing stationary storage battery systems shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific technologies of storage batteries shall be in accordance with Chapter 5 of NFPA 13. If the storage battery types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the fire-extinguishing system based on full-scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

Exception: Spaces or areas containing stationary storage battery systems used exclusively for telecommunications equipment in accordance with Section 903.2.

1206.2.11.1.1 Alternative fire-extinguishing systems. Battery systems that utilize water-reactive materials shall be protected by an approved alternative automatic fire-extinguishing system in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of storage batteries in the room. The *fire code official* shall be permitted to approve the alternative fire extinguishing system based on full-scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

1206.2.11.2 Smoke detection system. An *approved automatic smoke detection system* shall be installed in rooms containing *stationary storage battery systems* in accordance with Section 907.2.

1206.2.11.3 Ventilation. Where required by Section 1206.2.3 or 1206.2.12, ventilation of rooms containing stationary storage battery systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit, or for hydrogen, 1.0 percent of the total volume of the room.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 $m^3/(s \cdot m^2)$] of floor area, but not less than 150 cfm (4 m^3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1206.2.11.3.1 Cabinet ventilation. Where cabinets located in occupied spaces contain storage batteries that are required by Section 1206.2.3 or 1206.2.12 to be provided with ventilation, the cabinet shall be provided with ventilation in accordance with Section 1206.2.11.3.

1206.2.11.3.2 Supervision. Required mechanical ventilation systems for rooms and cabinets containing storage batteries shall be supervised by an *approved* central station, proprietary or remote station service or shall initiate an audible and visual signal at an *approved* constantly attended on-site location.

1206.2.11.4 Gas detection system. Where required by Section 1206.2.3 or 1206.2.12, rooms containing stationary storage battery systems shall be protected by a gas detection system complying with Section 916. The gas detection system shall be designed to activate where the level of flammable gas exceeds 25 percent of the lower flammable limit (LFL), or where the level of toxic or highly toxic gas exceeds one-half of the IDLH.

1206.2.11.4.1 System activation. Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visible alarms in the battery storage room.
2. Transmission of an alarm to an approved location.
3. De-energizing of the battery charger.

4. Activation of the mechanical ventilation system, where the system is interlocked with the gas detection system.

Exception: Lead-acid and nickel-cadmium stationary storage battery systems shall not be required to comply with Items 1, 2 and 3.

1206.2.11.5 Spill control and neutralization. Where required by Section 1206.2.12, approved methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing stationary storage batteries as follows:

1. For batteries with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For batteries with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.2.12 Specific battery-type requirements. This section includes requirements applicable to specific types of storage batteries. Stationary storage battery systems with more than one type of storage battery shall comply with requirements applicable to each battery type.

1206.2.12.1 Lead-acid storage batteries. Stationary storage battery systems utilizing lead-acid storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Thermal runaway protection shall be provided for valve-regulated lead-acid (VRLA) storage batteries in accordance with Section 1206.2.10.7.
4. The signage in Section 1206.2.8.6 shall indicate the room contains lead-acid batteries.

1206.2.12.2 Nickel-cadmium (Ni-Cd) storage batteries. *Stationary storage battery systems* utilizing nickel-cadmium (Ni-Cd) storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Thermal runaway protection shall be provided for valve-regulated sealed nickel-cadmium storage batteries in accordance with Section 1206.2.10.7.
4. The signage in Section 1206.2.8.6 shall indicate the room contains nickel-cadmium batteries.

1206.2.12.3 Lithium-ion storage batteries. The signage in Section 1206.2.8.6 shall indicate the type of lithium batteries contained in the room.

1206.2.12.4 Sodium-beta storage batteries. *Stationary storage battery systems* utilizing sodium-beta storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. The signage in Section 1206.2.8.6 shall indicate the type of sodium batteries in the room and include the instructions, "APPLY NO WATER."

1206.2.12.5 Flow storage batteries. Stationary storage battery systems utilizing flow storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. The signage required in Section 1206.2.8.6 shall indicate the type of flow batteries in the room.

1206.2.12.6 Other battery technologies. *Stationary storage battery systems* utilizing battery technologies other than those described in Sections 1206.2.12.1 through 1206.2.12.5 shall comply with the following:

1. Gas detection systems complying with Section 916 shall be provided in accordance with Section 1206.2.11.4 where the batteries have the potential to produce toxic or highly toxic gas in the storage room or cabinet in excess of the permissible exposure limits (PEL) during charging, discharging and normal system operation.
2. Mechanical ventilation shall be provided in accordance with Section 1206.2.11.3.
3. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
4. In addition to the signage required in Section 1206.2.8.6, the marking shall identify the type of batteries present, describe the potential hazards associated with the battery type, and indicate that the room contains energized electrical circuits.

1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with Sections 1206.3 through 1206.3.2.6.1.

Exception: Capacitors regulated by NFPA 70, Chapter 460, and capacitors included as a component part of other listed electrical equipment are not required to comply with this section.

1206.3.1 Permits. Permits shall be obtained for the installation of capacitor energy storage systems in accordance with Section 105.7.3.

1206.3.2 Location and construction. Rooms and areas containing capacitor energy storage systems shall be designed, located and constructed in accordance with Sections 1206.3.2 through 1206.3.2.5.

1206.3.2.1 Location. Capacitor energy storage systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor

level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

1206.3.2.2 Separation. Rooms containing capacitor energy storage systems shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire-resistance-rated construction.

1206.3.2.3 Capacitor arrays. Capacitor energy storage systems shall be segregated into capacitor arrays not exceeding 50 kWh (180 megajoules) each. Each array shall be spaced not less than 3 feet (914 mm) from other arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exception: Capacitor energy storage systems in noncombustible containers located outdoors shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.4 Signage. Approved signs shall be provided on doors or in locations adjacent to the entrances to capacitor energy storage system rooms and shall include the following or equivalent verbiage and information:.

1. "CAPACITOR ENERGY STORAGE ROOM."
2. "THIS ROOM CONTAINS ENERGIZED ELECTRICAL CIRCUITS."
3. An identification of the type of capacitors present and the potential hazards associated with the capacitor type.

1206.3.2.5 Electrical disconnects. Where the capacitor energy storage system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means identifying the location of the capacitor energy storage system disconnecting means in accordance with NFPA 70.

1206.3.2.6 Outdoor installation. Capacitor energy systems located outdoors shall comply with Sections 1206.3.2.6 through 1206.3.2.6.4 in addition to all applicable requirements of Section 1206.3. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as capacitor storage rooms.

Exception: Capacitor arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.6.1 Separation. Capacitor energy systems located outdoors shall be not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.3.2.6.2 Means of egress. *Capacitor energy storage systems* located outdoors shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.3.2.6.3 Security of outdoor areas. Outdoor areas in which *capacitor energy storage systems* are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.3.2.6.4 Walk-in units. Where a capacitor energy storage system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

1206.3.3 Maximum allowable quantities. Fire areas within buildings containing *capacitor energy storage systems* that exceed 600 kWh of energy capacity shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

1206.3.4 Capacitors and equipment. The design and installation of *capacitor energy storage systems* and related equipment shall comply with Sections 1206.3.4.1 through 1206.3.4.5.

1206.3.4.1 Listing. Capacitors and *capacitor energy storage systems* shall comply with the following:

1. Capacitors shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary capacitor energy storage systems shall be listed in accordance with UL 9540.

1206.3.4.2 Prepackaged and preengineered systems. In addition to other applicable requirements of this code, prepackaged and preengineered *capacitor energy storage systems* shall be installed in accordance with their listing and the manufacturer's instructions.

1206.3.4.3 Energy management system. An approved energy management system shall be provided for moni-

toring and balancing capacitor voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.3.4.4 Capacitor chargers. Capacitor chargers shall be compatible with the capacitor manufacturer's electrical ratings and charging specifications. Capacitor chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed preengineered or prepackaged *capacitor energy storage system.*

1206.3.4.5 Toxic and highly toxic gas. *Capacitor energy storage systems* that have the potential to release toxic and highly toxic materials during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.3.5 Fire-extinguishing and detection systems. Fire-extinguishing and smoke detection systems shall be provided in *capacitor energy storage system* rooms in accordance with Sections 1206.3.5.1 through 1206.3.5.2.

1206.3.5.1 Fire-extinguishing systems. Rooms containing *capacitor energy storage systems* shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific capacitor technologies shall be in accordance with Chapter 5 of NFPA 13. If the capacitor types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the *automatic sprinkler system* based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.1.1 Alternative fire-extinguishing systems. *Capacitor energy storage systems* that utilize water-reactive materials shall be protected by an approved alternative *automatic fire-extinguishing system* in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of capacitors in the room. The *fire code official* shall be permitted to approve the system based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.2 Smoke detection system. An approved *automatic smoke detection system* shall be installed in rooms containing *capacitor energy storage systems* in accordance with Section 907.2.

1206.3.5.3 Ventilation. Where capacitors release flammable gases during normal operating conditions, ventilation of rooms containing capacitor energy storage systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 $m^3/(s \cdot m^2)$] of floor area, but not less than 150 cfm (4 m^3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the ceiling for gases having a vapor density less than air.

1206.3.5.3.1 Supervision. Required mechanical ventilation systems for rooms containing *capacitor energy storage systems* shall be supervised by an *approved* central station, proprietary or remote station service, or shall initiate an audible and visible signal at an *approved,* constantly attended on-site location.

1206.3.5.4 Spill control and neutralization. Where capacitors contain liquid electrolyte, *approved* methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing capacitors as follows:

1. For capacitors with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For capacitors with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.3.6 Testing, maintenance and repair. Capacitors and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any capacitors or system components used to replace existing units shall be compatible with the capacitor charger, energy management systems, other capacitors, and other safety systems. Introducing different capacitor technologies into the capacitor energy storage system shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

2019 AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS

CHAPTER 12 ENERGY SYSTEMS August 6, 2019

SECTION 1201
GENERAL

1201.1Scope. The provisions of this chapter shall apply to the installation, operation and maintenance of energy systems used for generating or storing energy. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency.

1201.2Electrical wiring and equipment. Electrical wiring and equipment used in connection with energy systems shall be installed and maintained in accordance with Chapter 12 and NFPA 70.

1201.3Mixed system installation. Where approved, the aggregate kWh energy in a fire area shall not exceed the maximum quantity specified for any of the energy systems in this chapter. Where required by the *fire code official*, a hazard mitigation analysis shall be provided and approved in accordance with Section 104.7.2 to evaluate any potential adverse interaction between the various energy systems and technologies.

SECTION 1202
DEFINITIONS

1202.1 Definitions. The following terms are defined in Chapter 2:

BATTERY SYSTEM, STATIONARY STORAGE.
BATTERY TYPES.
LEAD-ACID BATTERY.
CAPACITOR ARRAY.
CAPACITOR ENERGY STORAGE SYSTEM.
CRITICAL CIRCUIT.
EMERGENCY POWER SYSTEM.
ENERGY MANAGEMENT SYSTEM.
FUEL CELL POWER SYSTEM, STATIONARY.
STANDBY POWER SYSTEM.
STATIONARY BATTERY ARRAY.
STATIONARY FUEL CELL POWER SYSTEM.

SECTION 1203
EMERGENCY AND STANDBY POWER SYSTEMS

1203.1 General. Emergency power systems and standby power systems required by this code or the *International Building Code* shall comply with Sections 1203.1.1 through1203.1.9.

1203.1.1 Stationary generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200.

1203.1.2 Fuel line piping protection. Fuel lines supplying a generator set inside a high-rise building shall be separated from areas of the building other than the room the generator is located in by an approved method, or an assembly that has a fire-resistance rating of not less than 2 hours. Where the building is protected throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, the required fire-resistance rating shall be reduced to 1 hour.

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111.

1203.1.4 Load transfer. Emergency power systems shall automatically provide secondary power within 10 seconds after primary power is lost, unless specified otherwise in this code. Standby power systems shall

automatically provide secondary power within 60 seconds after primary power is lost, unless specified otherwise in this code.

1203.1.5 Load duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

1203.1.6 Uninterruptable power source. An uninterrupted source of power shall be provided for equipment where required by the manufacturer's instructions, the listing, this code or applicable referenced standards.

1203.1.7 Interchangeability. Emergency power systems shall be an acceptable alternative for installations that require standby power systems.

1203.1.8 Group I-2 occupancies. In Group I-2 occupancies located in flood hazard areas established in Section 1612.3 of the International Building Code and where new or replacement essential electrical systems are installed and where new essential electrical system generators are installed, the systems and generators shall be located and installed in accordance with ASCE 24. Where connections for hook up of temporary generators are provided, the connections shall be located at or above the elevation required in ASCE 24.

1203.1.9 Maintenance. Existing installations shall be maintained in accordance with the original approval and Section 1203.4.

1203.2 Where required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.18.

1203.2.1 Ambulatory care facilities. Essential electrical systems for ambulatory care facilities shall be in accordance with Section 422.6 of the *International Building Code*.

1203.2.2 Elevators and platform lifts. Standby power shall be provided for elevators and platform lifts as required in Sections 606.2, 1009.4.1, and 1009.5.

1203.2.3 Emergency responder radio coverage systems. Standby power shall be provided for emergency responder radio coverage systems as required in Section 510.4.2.3. The standby power supply shall be capable of operating the emergency responder radio coverage system for a duration of not less than 24 hours.

1203.2.4 Emergency voice/alarm communication systems. emergency power shall be provided for emergency voice/alarm communication systems as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

1203.2.5 Exit signs. Emergency power shall be provided for exit signs as required in Section 1013.6.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes.

1203.2.6 Gas detection systems. Emergency power shall be provided for gas detection systems where required by Sections 1203.2.9 and 1203.2.16. Standby power shall be provided for gas detection systems where required by Section 916.5.

1203.2.7 Group I-2 occupancies. Essential electrical systems for Group I-2 occupancies shall be in accordance with Section 407.11 of the *International Building Code*.

1203.2.8 Group I-3 occupancies. Power-operated sliding doors or power-operated locks for swinging doors in Group I-3 occupancies shall be operable by a manual release mechanism at the door. Emergency power shall be provided for the doors and locks.

Exceptions:

1. Emergency power is not required in facilities where provisions for remote locking and unlocking of occupied rooms in Occupancy Condition 4 are not required as set forth in the *International Building Code*.
2. Emergency power is not required where remote mechanical operating releases are provided.

1203.2.9 Hazardous materials. Emergency and standby power shall be provided in occupancies with hazardous materials as required in the following sections: 1. Sections 5004.7 and 5005.1.5 for hazardous materials. 2. Sections 6004.2.2.8 and 6004.3.4.2 for highly toxic and toxic gases. 3. Section 6204.1.11 for organic peroxides.

1203.2.10 High-rise buildings. Standby power and emergency power shall be provided for high-rise buildings as required in Section 403 of the *International Building Code*, and shall be in accordance with Section 1203.

1203.2.11 Horizontal sliding doors. Standby power shall be provided for horizontal sliding doors as required in Section 1010.1.4.3. The standby power supply shall have a capacity to operate not fewer than 50 closing cycles of the door.

1203.2.12 Hydrogen fuel gas rooms. Standby power shall be provided for hydrogen fuel gas rooms as required by Section 5808.7.

1203.2.13 Laboratory suites. Standby or emergency power shall be provided in accordance with Section 5004.7 where *laboratory suites* are located above the sixth story above grade plane or located in a story below grade plane.

1203.2.14 Means of egress illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1.

1203.2.15 Membrane structures. Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. Auxiliary inflation systems shall be provided in temporary air-supported and airinflated membrane structures in accordance with Section 3103.10.4.

1203.2.16 Semiconductor fabrication facilities. Emergency power shall be provided for semiconductor fabrication facilities as required in Section 2703.15.

1203.2.17 Smoke control systems. Standby power shall be provided for smoke control systems as required in Section 909.11.

1203.2.18 Underground buildings. Emergency and standby power shall be provided in underground buildings as required in Section 405 of the *International Building Code* and shall be in accordance with Section 1203.

1203.2.19 CONNECTED FACILITIES. POWER AND LIGHTING FACILITIES OR THE *FIRE COMMAND CENTER* AND ELEVATORS SPECIFIED IN SECTIONS 403.4.8.2 AND 403.6 OF THE *INTERNATIONAL BUILDING CODE*, AS APPLICABLE, AND ELECTRICALLY POWERED FIRE PUMPS REQUIRED TO MAINTAIN PRESSURE, SHALL BE TRANSFERABLE TO THE STANDBY SOURCE. STANDBY POWER SHALL BE PROVIDED FOR AT LEAST ONE ELEVATOR TO SERVE ALL FLOORS AND BE TRANSFERABLE TO ANY ELEVATOR.

1203.3 Critical circuits. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196. Electrical circuit protective systems shall be installed in accordance with their listing requirements.

1203.4 Maintenance. Emergency and standby power systems shall be maintained in accordance with NFPA 110 and NFPA 111 such that the system is capable of supplying service within the time specified for the type and duration required.

1203.4.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be maintained in accordance with NFPA 99.

1203.4.2 Schedule. Inspection, testing and maintenance of emergency and standby power systems shall be in accordance with an approved schedule established upon completion and approval of the system installation.

1203.4.3 Records. Records of the inspection, testing and maintenance of emergency and standby power systems shall include the date of service, name of the servicing technician, a summary of conditions noted and a detailed description of any conditions requiring correction and what corrective action was taken. Such records shall be maintained.

1203.4.4 Switch maintenance. Emergency and standbypower system transfer switches shall be included in the inspection, testing and maintenance schedule required by Section 1203.4.2. Transfer switches shall be maintained free from accumulated dust and dirt. Inspection shall include examination of the transfer switch contacts for evidence of deterioration. When evidence of contact deterioration is detected, the contacts shall be replaced in accordance with the transfer switch manufacturer's instructions.

1203.5 Operational inspection and testing. Emergency power systems, including all appurtenant components, shall be inspected and tested under load in accordance with NFPA 110 and NFPA 111.

Exception: Where the emergency power system is used for standby power or peak load shaving, such use shall be recorded and shall be allowed to be substituted for scheduled testing of the generator set, provided that appropriate records are maintained.

1203.5.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be inspected and tested under load in accordance with NFPA 99.

1203.5.2 Transfer switch test. The test of the transfer switch shall consist of electrically operating the transfer switch from the normal position to the alternate position and then return to the normal position.

1203.6 Supervision of maintenance and testing. Routine maintenance, inspection and operational testing shall be overseen by a properly instructed individual.

SECTION 1204
SOLAR PHOTOVOLTAIC POWER SYSTEMS

1204.1 General. Solar photovoltaic systems shall be installed in accordance with Sections 1204.2 through 1204.5, and the *International Building Code* or *International Residential Code*. The electrical portion of solar PV systems shall be installed in accordance with NFPA 70.

1204.2 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in accordance with Sections 1204.2.1 through 1204.3.3. Pathways shall be over areas capable of supporting fire fighters accessing

the roof. Pathways shall be located in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.

Exceptions:

1. Detached, nonhabitable Group U structures including, but not limited to, detached garages serving Group R-3 buildings, parking shade structures, carports, solar trellises and similar structures.

2. Roof access, pathways and spacing requirements need not be provided where the *fire code official* has determined that rooftop operations will not be employed.

1204.2.1 Solar photovoltaic systems for Group R-3 buildings. Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through 1204.2.1.3.

Exceptions:

1. These requirements shall not apply to structures designed and constructed in accordance with the *International Residential Code*.

2. These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.

1204.2.1.1 Pathways to ridge. Not fewer than two 36inch-wide (914 mm) pathways on separate roof planes, from lowest roof edge to ridge, shall be provided on all buildings. Not fewer than one pathway shall be provided on the street or driveway side of the roof. For each roof plane with a photovoltaic array, not fewer than one 36-inch-wide (914 mm) pathway from lowest roof edge to ridge shall be provided on the same roof plane as the photovoltaic array, on an adjacent roof plane or straddling the same and adjacent roof planes.

1204.2.1.2 Setbacks at ridge. For photovoltaic arrays occupying 33 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge. For photovoltaic arrays occupying more than 33 percent of the plan view total roof area, a setback of not less than 36 inches (457 mm) wide is required on both sides of a horizontal ridge.

1204.2.1.3 Alternative setbacks at ridge. Where an automatic sprinkler system is installed within the dwelling in accordance with Section 903.3.1.3, setbacks at the ridge shall conform to one of the following:

1. For photovoltaic arrays occupying 66 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge.

2. For photovoltaic arrays occupying more than 66 percent of the plan view total roof area, a setback of not less than 36 inches (914 mm) wide is required on both sides of a horizontal ridge.

1204.2.2 Emergency escape and rescue openings. Panels and modules installed on Group R-3 buildings shall not be placed on the portion of a roof that is below an emergency escape and rescue opening. A pathway of not less than 36 inches (914 mm) wide shall be provided to the emergency escape and rescue opening.

1204.3 Other than Group R-3 buildings. Access to systems for buildings, other than those containing Group R-3 occupancies, shall be provided in accordance with Sections 1204.3.1 through 1204.3.3.

Exception: Where it is determined by the *fire code official* that the roof configuration is similar to that of a Group R-3 occupancy, the residential access and ventilation require-ments in Sections 1204.2.1.1 through 1204.2.1.3 are a suitable alternative.

1204.3.1 Perimeter pathways. There shall be a minimum 6-foot-wide (1829 mm) clear perimeter around the edges of the roof.

Exception: Where either axis of the building is 250 feet (76 200 mm) or less, the clear perimeter around the edges of the roof shall be permitted to be reduced to a minimum width of 4 feet (1219 mm).

1204.3.2 Interior pathways. Interior pathways shall be provided between array sections to meet the following requirements:

1. Pathways shall be provided at intervals not greater than 150 feet (45 720 mm) throughout the length and width of the roof.

2. A pathway not less than 4 feet (1219 mm) wide in a straight line to roof standpipes or ventilation hatches.

3. A pathway not less than 4 feet (1219 mm) wide around roof access hatches, with not fewer than one such pathway to a parapet or roof edge.

1204.3.3 Smoke ventilation. The solar installation shall be designed to meet the following requirements:

1. Where nongravity-operated smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide shall be provided bordering all sides.

2. Smoke ventilation options between array sections shall be one of the following:

2.1. A pathway not less than 8 feet (2438 mm) wide.

2.2. Where gravity-operated dropout smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide on not fewer than one side.

2.3. A pathway not less than 4 feet (1219 mm) wide bordering 4-foot by 8-foot (1219 mm by 2438 mm) venting cutouts every 20 feet (6096 mm) on alternating sides of the pathway.

1204.4 Ground-mounted photovoltaic panel systems. Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.

1204.5 Buildings with rapid shutdown. Buildings with rapid shutdown solar photovoltaic systems shall have permanent labels in accordance with Sections 1204.5.1 through 1204.5.3.

1204.5.1 Rapid shutdown type. The type of solar photovoltaic system rapid shutdown shall be labeled with one of the following:

1. For solar photovoltaic systems that shut down the array and the conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of 3⁄8 inch (10 mm) in black on a yellow background. The remaining characters shall be uppercase with a minimum height of 3/16 inch (5 mm) in black on a white background. The label shall be in accordance with Figure 1204.5.1(1) and state the following:

SOLAR PV SYSTEM EQUIPPED WITH
RAPID SHUTDOWN. TURN RAPID
SHUTDOWN SWITCH TO THE “OFF”
POSITION TO SHUT DOWN PV SYSTEM
AND REDUCE SHOCK HAZARD IN
ARRAY.

2. For photovoltaic systems that only shut down conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of 3/8 inch (10 mm) in white on a red background and the remaining characters shall be capitalized with a minimum height of 3/16 inch (5 mm) in black on a white back-

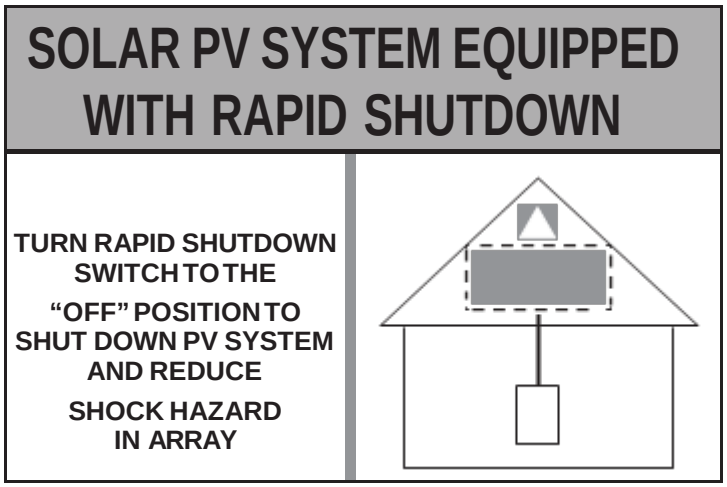


FIGURE 1204.5.1(1)
LABEL FOR SOLAR PV SYSTEMS THAT REDUCE SHOCK HAZARD WITHIN ARRAY AND SHUT DOWN CONDUCTORS LEAVING ARRAY

ground. The label shall be in accordance with Figure 1204.5.1(2) and state the following:

THIS SOLAR PV SYSTEM EQUIPPED
WITH RAPID SHUTDOWN. TURN RAPID
SHUTDOWN SWITCH TO THE “OFF”
POSITION TO SHUT DOWN CONDUCTORS
OUTSIDE THE ARRAY. CONDUCTORS
WITHIN ARRAY REMAIN
ENERGIZED IN SUNLIGHT.

1204.5.1.1 Diagram. The labels in Section 1204.5.1 shall include a simple diagram of a building with a roof. Diagram sections in red signify sections of the solar photovoltaic system that are not shut down when the rapid shutdown switch is turned off.

1204.5.1.2 Location. The rapid shutdown label in Section 1204.5.1 shall be located not greater than 3 feet (914 mm) from the service disconnecting means to which the photovoltaic systems are connected, and shall indicate the location of all identified rapid shutdown switches if not at the same location.

1204.5.2 Buildings with more than one rapid shutdown type. Solar photovoltaic systems that contain rapid shutdown in accordance with both Items 1 and 2 of Section 1204.5.1 or solar photovoltaic systems where only portions of the systems on the building contain rapid shutdown, shall provide a detailed plan view diagram of the roof showing each different photovoltaic system and a dotted line around areas that remain energized after the rapid shutdown switch is operated.

1204.5.3 Rapid shutdown switch. A rapid shutdown switch shall have a label located not greater than 3 feet (914 mm) from the switch that states the following:

RAPID SHUTDOWN SWITCH FOR SOLAR PV SYSTEM

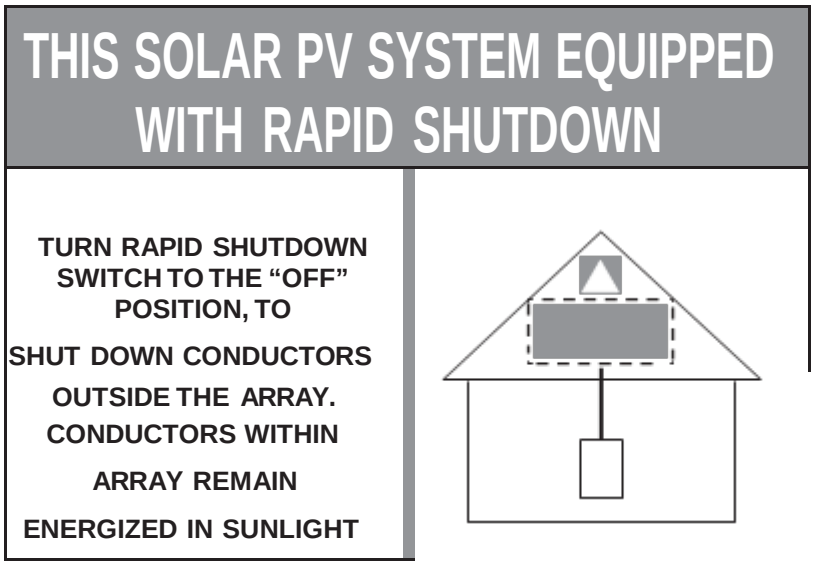


FIGURE 1204.5.1(2)
LABEL FOR SOLAR PV SYSTEMS THAT ONLY SHUT DOWN CONDUCTORS LEAVING THE ARRAY

SECTION 1205
STATIONARY FUEL CELL POWER SYSTEMS

1205.1 General. Stationary fuel cell power systems in new and existing occupancies shall comply with this section.

1205.2 Permits. Permits shall be obtained for *stationary fuel cell power systems* as set forth in Section 105.7.10.

1205.3 Equipment. Stationary fuel cell power systems shall comply with the following:

1. *Prepackaged fuel cell power systems* shall be listed and labeled in accordance with CSA FC 1.
2. The modules and components in a *preengineered fuel cell power system* shall be listed and labeled in accordance with CSA FC 1 and interconnected to complete the assembly of the system at the job site in accordance with the manufacturer's instructions and the module and component listings.
3. *Field-fabricated fuel cell power systems* shall be approved based on a review of the technical report provided in accordance with Section 104.7.2. The report shall be prepared by and bear the stamp of a registered design professional and shall include:
   - 3.1. A fire risk evaluation.
   - 3.2. An evaluation demonstrating that modules and components in the fuel cell power system comply with applicable requirements in CSA FC 1.

3.3. Documentation of the fuel cell power system's compliance with applicable NFPA 2 and NFPA 853 construction requirements.

1205.4 Installation. Stationary fuel cell power systems shall be installed and maintained in accordance with NFPA 70 and NFPA 853, the manufacturer's installation instructions, and the listing. *Stationary fuel cell power systems* fueled by hydrogen shall be installed and maintained in accordance with NFPA 2 and NFPA 70, the manufacturer's installation instructions and the listing.

1205.5 Residential use. *Stationary fuel cell power systems* shall not be installed in Group R-3 and R-4 buildings, or dwelling units associated with Group R-2 buildings unless they are specifically listed for residential use.

1205.6 Indoor installations. *Stationary fuel cell power systems* installed in indoor locations shall comply with Sections 1205.6 through 1205.6.2. For purposes of this section, an indoor location includes a roof and 50 percent or greater enclosing walls.

1205.6.1 Listed. Stationary fuel cell power systems installed indoors shall be specifically listed and labeled for indoor use.

1205.6.2 Separation. Rooms containing *stationary fuel cell power systems* shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire resistance rated construction.
2. Group A, E, I and R occupancies by 2-hour fire resistance rated construction.

Exception: Stationary fuel cell power systems with an aggregate rating less than 50 kW shall not be required to be separated from other occupancies provided that the systems comply with Section 9.3 of NFPA 853.

1205.7 Vehicle impact protection. Where *stationary fuel cell power systems* are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312.

1205.8 Outdoor installation. Stationary fuel cell power systems located outdoors shall be separated by not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Any portion of a designated means of egress system.
8. Other exposure hazards.

1205.9 Fuel supply. The design, location and installation of the fuel supply for *stationary fuel cell power systems* shall comply with Chapter 53, Chapter 58 and the *International Fuel Gas Code*, based on the particular fuel being supplied to the system.

1205.10 Manual shutoff. Access to a manual shutoff valve shall be provided for the fuel piping within 6 feet (1829 mm) of any fuel storage tank serving the fuel cell and within 6 feet (1829 mm) of the power system. If the fuel tank and the *stationary fuel cell power system* are less than 12 feet (3658 mm) apart, a single shutoff valve shall be permitted. If the *stationary fuel cell power system* is located indoors, the shutoff valve shall be located outside of the room in which the system is installed, unless otherwise approved by the *fire code official*.

1205.11 Ventilation and exhaust. Ventilation and exhaust for stationary fuel cell power systems shall be provided in accordance with NFPA 853.

1205.12 Fire suppression. Fire suppression for stationary fuel cell power system installations shall be provided in accordance with NFPA 853.

1205.13 Gas detection systems. Stationary fuel cell power systems shall be provided with a gas detection system. Detection shall be provided in approved locations in the fuel cell power system enclosure, the exhaust system or the room that encloses the fuel cell power system. The system shall be designed to activate at a flammable gas concentration of not more than 25 percent of the lower flammable limit (LFL).

1205.13.1 System activation. The activation of the gas detection system shall automatically:

1. Close valves between the gas supply and the fuel cell power system.
2. Shut down the fuel cell power system.
3. Initiate local audible and visible alarms in approved locations.

SECTION 1206
ELECTRICAL ENERGY STORAGE SYSTEMS

1206.1 Scope. The provisions in this section are applicable to energy storage systems designed to provide electrical power to a building or facility. These systems are used to provide standby or emergency power, an uninterruptable power supply, load shedding, load sharing or similar capabilities. Energy storage system in Group R-3 and R-4 occupancies in accordance with 1206.2.1 and 1206.4.

1206.1.1 PERMITS. PERMITS SHALL BE OBTAINED FOR THE CONSTRUCTION AND OPERATION OF STATIONARY STORAGE BATTERY SYSTEMS WITH A CAPACITY OF MORE THAN 3 KWH IN ACCORDANCE WITH SECTION 105.7.2.

Exception: Operating permits are not required for Group R-3 and R-4 occupancies.

1**206.2 Stationary storage battery systems**. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with Section 1206.2.1 through 1206.2.12.6, as applicable. APPROVED SIGNAGE IS REQUIRED FOR ALL INSTALLATIONS.

1206.2.1 Permits. Permits shall be obtained for the construction and operation of stationary storage battery systems WITH A CAPACITY OF MORE THAN 3 KWH in accordance with Section 105.7.2.

1206.2.2 Construction documents. The following information shall be provided with the permit application:

1. Location and layout diagram of the room in which the stationary storage battery system is to be installed.
2. Details on hourly fire-resistance-rated assemblies provided.
3. Quantities and types of storage batteries and battery systems.
4. Manufacturer's specifications, ratings and listings of storage batteries and battery systems.
5. Details on energy management systems.
6. Location and content of signage.
7. Details on fire-extinguishing, smoke detection and ventilation systems.
8. Rack storage arrangement, including seismic support criteria.

TABLE 1206.2
BATTERY STORAGE SYSTEM THRESHOLD QUANTITIES.

BATTERY TECHNOLOGY	CAPACITY[a]
Flow batteries[b]	20 kWh
Lead acid, all types	70 kWh
Lithium, all types	20 kWh
Nickel cadmium (Ni-Cd)	70 kWh
Sodium, all types	20 kWh[c]
Other battery technologies	10 kWh

For SI:1 kilowatt hour = 3.6 megajoules.
a. For batteries rated in amp-hours, kWh shall equal rated voltage times amp-hour rating divided by 1000.
b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.
c. 70 kWh for sodium-ion technologies.

1206.2.3 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.7.2 under any of the following conditions:

1. Battery technologies not specifically identified in Table 1206.2 are provided.
2. More than one stationary storage battery technology is provided in a room or indoor area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities in accordance with Section 1206.2.9.

1206.2.3.1 Fault condition. The hazard mitigation analysis shall evaluate the consequences of the following failure modes, and others deemed necessary by the *fire code official*. Only single-failure modes shall be considered.

1. Thermal runaway condition in a single-battery storage rack, module or array.
2. Failure of any energy management system.
3. Failure of any required ventilation system.
4. Voltage surges on the primary electric supply.
5. Short circuits on the load side of the stationary battery storage system.
6. Failure of the smoke detection, fire-extinguishing or gas detection system.
7. Spill neutralization not being provided or failure of the secondary containment system.

8. ~~Failure of air conditioning system~~. FAILURE OF TEMPERATURE CONTROL.

1206.2.3.2 Analysis approval. The *fire code official* is authorized to approve the hazardous mitigation analysis provided that the hazard mitigation analysis demonstrates all of the following:

1. Fires or explosions will be contained within unoccupied battery storage rooms for the minimum duration of the fire-resistance-rated walls identified in Table 509.1 of the *International Building Code*.
2. Fires and explosions in battery cabinets in occupied work centers will be detected in time to allow occupants within the room to evacuate safely.
3. Toxic and highly toxic gases released during fires and other fault conditions shall not reach concentrations in excess of Immediately Dangerous to Life or Health (IDLH) levels in the building or adjacent means of egress routes during the time deemed necessary to evacuate from that area.
4. Flammable gases released from batteries during charging, discharging and normal operation shall not exceed ~~25~~ 10 percent of their lower flammability limit (LFL).
5. Flammable gases released from batteries during fire, overcharging and other abnormal conditions shall not create an explosion hazard that will injure occupants or emergency responders.

1206.2.3.3 Additional protection measures. Construction, equipment and systems that are required for the stationary storage battery system to comply with the hazardous mitigation analysis, including but not limited to those specifically described in Section 1206.2, shall be installed, maintained and tested in accordance with nationally recognized standards and specified design parameters.

1206.2.3.4 LARGE SCALE FIRE TESTING. WHERE REQUIRED IN SECTION 1206, LARGE SCALE FIRE TESTING SHALL BE CONDUCTED ON A REPRESENTATIVE STATIONARY STORAGE BATTERY SYSTEM IN ACCORDANCE WITH UL 9540A. THE TESTING SHALL BE CONDUCTED OR WITNESSED AND REPORTED BY AN APPROVED TESTING LABORATORY. THE TEST REPORT SHALL BE PROVIDED TO THE *FIRE CODE OFFICIAL* FOR REVIEW AND APPROVAL IN ACCORDANCE WITH SECTION 104.7.2.

1206.2.3.5 FIRE REMEDIATION. WHERE A FIRE OR OTHER EVENT HAS DAMAGED A STATIONARY STORAGE BATTERY SYSTEM AND IGNITION OR RE-IGNITION OF THE STATIONARY STORAGE BATTERY SYSTEM IS POSSIBLE, THE *FIRE CODE OFFICIAL* MAY REQUIRE THE SYSTEM OWNER, AGENT, OR LESSEE, TAKE ACTIONS, AT THEIR EXPENSE, TO MITIGATE THE HAZARD OR REMOVE THE DAMAGED EQUIPMENT FROM THE PREMISE TO A SAFE LOCATION.

1206.2.3.6 FORENSIC ANALYSIS. THE *FIRE CODE OFFICIAL* MAY ALSO REQUIRE A FORENSIC ANALYSIS OF THE CAUSE OF FAILURE BY AN INDEPENDENT LABORATORY APPROVED BY THE *FIRE CODE OFFICIAL* IN ACCORDANCE WITH SECTION 104.10.2.

1206.2.4 Seismic and structural design. Stationary storage battery systems shall comply with the seismic design requirements in Chapter 16 of the *International Building Code*, and shall not exceed the floor-loading limitation of the building.

1206.2.5 Vehicle impact protection. Where stationary storage battery systems are subject to impact by a motor vehicle, including fork lifts, vehicle impact protection shall be provided in accordance with Section 312.

1206.2.6 Combustible storage. Combustible materials not related to the stationary storage battery system shall not be stored in battery rooms, cabinets or enclosures. Combustible materials in occupied work centers covered by Section 1206.2.8.5 shall not be stored less than 3 feet (915 mm) from battery cabinets.

1206.2.7 Testing, maintenance and repair. Storage batteries and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any storage batteries or system components used to replace existing units shall be compatible with the battery charger, energy management systems, other storage batteries and other safety systems. Introducing other types of storage batteries into the stationary storage battery system or other types of electrolytes into flow battery systems shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

1206.2.8 Location and construction. Rooms and areas containing stationary storage battery systems shall be designed, located and constructed in accordance with Sections 1206.2.8.1 through 1206.2.8.7.4.

1206.2.8.1 Location. Stationary storage battery systems shall not be located in THE FOLLOWING areas:

1. Where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access,

2. ~~or~~ Where the floor level is ~~located more than 30 feet (9144 mm)~~ below the finished floor of the lowest level of exit discharge.

Exceptions:

1. Lead acid and nickel cadmium stationary storage battery systems LESS THAN 50 VAC AND 60 VDC INSTALLED IN FACILITIES UNDER THE EXCLUSIVE CONTROL OF COMMUNICATIONS UTILITIES IN ACCORDANCE WITH NFPA 76.
2. WHERE APPROVED, INSTALLATIONS SHALL BE PERMITTED IN UNDERGROUND VAULTS COMPLYING WITH NFPA 70, ARTICLE 450, PART III.
3. WHERE APPROVED BY THE *FIRE CODE OFFICIAL*, INSTALLATIONS SHALL BE PERMITTED ON HIGHER AND LOWER FLOORS.
4. Installations on noncombustible rooftops of buildings exceeding 75 feet (22 860 mm) in height that do not obstruct fire department rooftop operations, where *approved* by the *fire code official.*

1206.2.8.2 Separation. Rooms containing stationary storage battery systems shall be separated from other areas of the building in accordance with Section 509.1 of the *International Building Code*. Battery systems shall be allowed to be in the same room with the equipment they support.

1206.2.8.3 Stationary battery arrays. Storage batteries, prepackaged stationary storage battery systems and preengineered stationary storage battery systems shall be segregated into stationary battery arrays not exceeding 50 kWh (180 megajoules) each. Each stationary battery array shall be spaced not less than 3 feet (914 mm) from other stationary battery arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead acid and nickel cadmium storage battery arrays.
2. Listed preengineered stationary storage battery systems and prepackaged stationary storage battery systems shall not exceed 250 kWh (900 megajoules) each.
3. The *fire code official* is authorized to approve listed, preengineered and prepackaged battery arrays with larger capacities or smaller battery array spacing if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving one array will not propagate to an adjacent array, and be contained within the room for a duration equal to the fire-resistance rating of the room separation specified in Table 509 of the *International Building Code*.

1206.2.8.4 Separate rooms. Where stationary batteries are installed in a separate equipment room that can be accessed only by authorized personnel, they shall be permitted to be installed on an open rack for ease of maintenance.

1206.2.8.5 Occupied work centers. Where stationary storage batteries are located in an occupied work center, they shall be housed in a noncombustible cabinet or other enclosure to prevent access by unauthorized personnel.

1206.2.8.5.1 Cabinets. Where stationary batteries are contained in cabinets in occupied work centers, the cabinet enclosures shall be located within 10 feet (3048 mm) of the equipment that they support.

1206.2.8.6 Signage. Approved signs shall be provided on OR ADJACENT TO ALL ENTRY DOORS FOR ~~or in locations near entrances to stationary storage battery system rooms~~ BATTERY STORAGE ROOMS OR AREAS AND ON ENCLOSURES OF BATTERY STORAGE CABINETS AND WALK-IN UNITS LOCATED OUTDOORS, ON ROOFTOPS OR IN OPEN PARKING GARAGES. SIGNS DESIGNED TO MEET BOTH THE REQUIREMENTS OF THIS SECTION AND NFPA 70 SHALL BE PERMITTED. THE SIGNAGE ~~and~~ shall include the following or equivalent:

~~1. The room contains energized battery systems.~~
~~2. The room contains energized electrical circuits.~~
~~3. The additional markings required in Section 1206.2.12 for the types of storage batteries contained within the room.~~
1. "ENERGY STORAGE SYSTEM", "BATTERY STORAGE SYSTEM", "CAPACITOR ENERGY STORAGE SYSTEM", OR THE EQUIVALENT.
2. THE IDENTIFICATION OF THE ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM TECHNOLOGY PRESENT. "ENERGIZED ELECTRICAL CIRCUITS"
3. IF WATER REACTIVE ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM ARE PRESENT THE SIGNAGE SHALL INCLUDE "APPLY NO WATER"
4. CURRENT CONTACT INFORMATION, INCLUDING PHONE NUMBER, FOR PERSONNEL AUTHORIZED TO SERVICE THE EQUIPMENT AND FIRE MITIGATION PERSONNEL.

Exception: Existing stationary storage battery systems shall be permitted to include the signage required at the time it was installed.

1206.2.8.6.1 Electrical disconnects. Where the stationary storage battery system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means indicating the location of stationary storage battery system disconnecting means in accordance with NFPA 70.

1206.2.8.6.2 Cabinet signage. Battery storage cabinets provided in occupied work centers in accordance with Section 1206.2.8.5 shall have exterior labels that identify the manufacturer and model number of the system and electrical rating (voltage and current) of the contained battery system. There shall be signs within the cabinet that indicate the relevant electrical and chemical hazards, as required by Section 1206.2.12.

1206.2.8.7 Outdoor installations. Stationary storage battery systems located outdoors shall comply with Sections 1206.2.8.7 through 1206.2.8.7.4, in addition to all applicable requirements of Section 1206.2. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as battery storage rooms.

REMOTE OUTDOOR INSTALLATIONS INCLUDE STATIONARY BATTERY SYSTEMS LOCATED MORE THAN 100 FEET FROM BUILDINGS, PROPERTY LINES, PUBLIC WAYS, STORED COMBUSTIBLE STORAGE, HAZARDOUS MATERIALS, HIGH PILED STOCK AND OTHER EXPOSURE HAZARDS.

INSTALLATIONS NEAR EXPOSURES INCLUDE ALL OUTDOOR STATIONARY BATTERY SYSTEMS THAT ARE NOT MORE THAN 100 FEET FROM BUILDINGS, PROPERTY LINES, PUBLIC WAYS, STORED COMBUSTIBLE STORAGE, HAZARDOUS MATERIALS, HIGH PILED STOCK AND OTHER EXPOSURE HAZARDS.

Exception: Stationary battery arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

TABLE 1206.2.8.7 OUTDOOR INSTALLATIONS

COMPLIANCE REQUIRED	REMOTE INSTALLATIONS	INSTALLATIONS NEAR EXPOSURE
GENERAL INSTALLATION	YES	YES
SIZE AND SEPARATION	NO	YES [A]
SMOKE AND AUTOMATIC FIRE	YES	YES
FIRE SUPPRESSION	YES [B]	YES
MAXIMUM ENCLOSURE	YES	YES
VEGETATION CONTROL	YES	YES
MEANS OF EGRESS	YES	YES
CLEARANCE TO	YES	YES
TECHNOLOGY SPECIFIC	YES	YES

A. IN OUTDOOR WALK-IN UNITS, SPACING IS NOT REQUIRED BETWEEN ENERGY STORAGE SYSTEMS UNITS AND THE WALLS OF THE ENCLOSURE.

B. WHERE APPROVED BY THE *FIRE CODE OFFICIAL*, FIRE SUPPRESSION SYSTEMS ARE PERMITTED TO BE OMITTED.

1206.2.8.7.1 Separation. Stationary storage battery systems located outdoors shall be separated by a minimum 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.

7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve smaller separation distances if largescale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.2.8.7.2 Means of egress. Stationary storage battery systems located outdoors shall be separated from any *means of egress* as required by the *fire code official* to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an *approved* testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.2.8.7.3 Security of outdoor areas. Outdoor areas in which stationary storage battery systems are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.2.8.7.4 Walk-in units. Where a stationary storage battery system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

1206.2.9 Maximum allowable quantities. *Fire areas* within buildings containing stationary storage battery systems exceeding the maximum allowable quantities in Table 1206.2.9 shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

Exception: Where approved by the *fire code official*, areas containing stationary storage batteries that exceed the amounts in Table 1206.2.9 shall be treated as incidental use areas and not Group H occupancies based on a hazardous mitigation analysis in accordance with Section 1206.2.3 and large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory.

1206.2.9.1 Mixed battery systems. Where areas within buildings contain different types of storage battery technologies, the total aggregate quantities of batteries shall be determined based on the sum of percentages of each battery type quantity divided by the maximum allowable quantity of each battery type. If the sum of the percentages exceeds 100 percent, the area shall be treated as a Group H occupancy in accordance with Table 1206.2.9.

TABLE 1206.2.9
MAXIMUM ALLOWABLE BATTERY QUANTITIES

BATTERY TECHNOLOGY	MAXIMUM ALLOWABLE QUANTITIES[a]	GROUP H OCCUPANCY
Flow batteries[b]	600 kWh	Group H-2
Lead acid, all types	Unlimited	Not Applicable
Lithium, all types	600 kWh	Group H-2
Nickel cadmium (Ni-Cd)	Unlimited	Not Applicable
Sodium, all types	600 kWh	Group H-2
Other battery technologies	200 kWh	Group H-2[c]

For SI:1 kilowatt hour = 3.6 megajoules.

a. For batteries rated in amp-hours, Kilowatt-hours (kWh) shall equal rated battery voltage times the amp-hour rating divided by 1,000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. Shall be a Group H-4 occupancy if the *fire code official* determines that a fire or thermal runaway involving the battery technology does not represent a significant fire hazard.

1206.2.10 Storage batteries and equipment. The design and installation of storage batteries and related equipment shall comply with Sections 1206.2.10.1 through 1206.2.10.8.

BATTERY STORAGE SYSTEMS INSTALLATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF TABLE 1206.2.10

TABLE 1206.2.10 BATTERY TECHNOLOGY SPECIFIC

Compliance Required [b]	Battery Technology	Other Battery Storage Systems and Battery Technologies [b]

	LEAD-	NI-CAD & NI- MH	LITHIUM-ION	FLOW	
EXHAUST VENTILATION	YES	YE	YES	YES	YES
SPILL CONTROL AND	YES [C]	YES [C]	NO	YES	YES
EXPLOSION CONTROL	YES [A]	YES [A]	YES	YES	YES
SAFETY CAPS	YES	YE	NO	YES	YES
THERMAL RUNAWAY	YES [D]	YE	YES [E]	YES	YES [E]

A. NOT REQUIRED FOR LEAD-ACID AND NICKEL CADMIUM BATTERIES AT FACILITIES UNDER THE EXCLUSIVE CONTROL OF COMMUNICATIONS UTILITIES THAT COMPLY WITH NFPA 76 AND OPERATE AT LESS THAN 50 VAC AND 60 VDC.
B. PROTECTION SHALL BE PROVIDED UNLESS DOCUMENTATION ACCEPTABLE TO THE *FIRE CODE OFFICIAL* IS PROVIDED IN ACCORDANCE WITH 2021 *INTERNATIONAL FIRE CODE* SECTION 104.7.2 THAT PROVIDES JUSTIFICATION WHY THE PROTECTION IS NOT NECESSARY BASED ON THE TECHNOLOGY USED.
C. APPLICABLE TO VENTED (I.E. FLOODED) TYPE NICKEL CADMIUM AND LEAD ACID BATTERIES.
D. NOT REQUIRED FOR VENTED (I.E. FLOODED) TYPE LEAD ACID BATTERIES.
E. THE THERMAL RUNAWAY PROTECTION IS PERMITTED TO BE PART OF A BATTERY MANAGEMENT SYSTEM THAT HAS BEEN EVALUATED WITH THE BATTERY AS PART OF THE EVALUATION TO UL 1973.

1206.2.10.1 Listings. Storage batteries and battery storage systems shall comply with the following:
1. Storage batteries shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary storage battery systems shall be listed in accordance with UL 9540.

Exception: Lead-acid batteries are not required to be listed.

1206.2.10.2 Prepackaged and preengineered systems. Prepackaged and preengineered stationary storage battery systems shall be installed in accordance with their listing and the manufacturer's instructions.

1206.2.10.3 Energy management system. An approved energy management system shall be provided for battery technologies other than lead-acid and nickel cadmium for monitoring and balancing cell voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location AND TO AN *APPROVED* ANNUNCIATOR PANEL if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.2.10.3.1 ANNUNCIATOR PANEL. THE *APPROVED* ANNUNCIATOR PANEL SHALL VISIBLY INDICATE ANY HAZARDOUS TEMPERATURE OR OTHER CONDITIONS. THE LOCATION OF THE ANNUNCIATOR PANEL SHALL BE APPROVED BY THE *FIRE CODE OFFICIAL*.

1206.2.10.4 Battery chargers. Battery chargers shall be compatible with the battery chemistry and the manufacturer's electrical ratings and charging specifications. Battery chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed preengineered or prepackaged stationary storage battery system.

1206.2.10.5 Inverters. Inverters shall be listed and labeled in accordance with UL 1741. Only inverters listed and labeled for utility interactive system use and identified as interactive shall be allowed to operate in parallel with the electric utility power system to supply power to common loads.

1206.2.10.6 Safety caps. Where required by Table 1206.2.10, ~~Vented~~ batteries shall be provided with flame-arresting safety caps.

1206.2.10.7 Thermal runaway. Where required by ~~Section 1206.2.12,~~ TABLE 1206.2.10 storage batteries shall be provided with a listed device or other approved method to prevent, detect and control thermal runaway.

1206.2.10.8 Toxic and highly toxic gas. Stationary storage battery systems that have the potential to release toxic and highly toxic gas during charging, discharging and normal use conditions shall comply with Section 1206.2.11.3 and Chapter 60.

1206.2.11 ~~Fire extinguishing and detection systems~~. FIRE PROTECTION AND LIFE SAFETY SYSTEMS. Fire~~-extinguishing~~ PROTECTION AND LIFE SAFETY ~~and detection~~ systems shall be provided in accordance with Sections 1206.2.11.1 through 1206.2.11.~~5.~~7. ALL ALARM, AND SUPERVISORY SIGNALS FROM THE FIRE PROTECTION AND LIFE SAFETY SYSTEMS SHALL BE TRANSMITTED TO A CENTRAL STATION, PROPRIETARY OR REMOTE STATION SERVICE IN ACCORDANCE WITH NFPA 72, AND TO AN APPROVED ANNUNCIATOR PANEL.

1206.2.11.1 Fire-extinguishing systems. Rooms AND AREAS WITHIN BUILDINGS AND WALK-IN UNITS containing stationary storage battery systems electrochemical BATTERY ENERGY STORAGE SYSTEMS shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific technologies of storage batteries shall be in accordance with Chapter 5 of NFPA 13. If the storage battery types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the fire-extinguishing system based on full scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

Exception: Spaces or areas containing stationary storage battery systems used exclusively for telecommunications equipment in accordance with Section 903.2.

1206.2.11.1.1 FIRE-EXTINGUISHING SYSTEMS. ROOMS AND AREAS WITHIN BUILDINGS AND WALK-IN UNITS CONTAINING ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEMS SHALL BE PROTECTED BY AN AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH THE MOST STRINGENT OF THE FOLLOWING:

1. AN *AUTOMATIC SPRINKLER SYSTEM* DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 WITH A MINIMUM DENSITY OF 0.6 GPM/FT.^{2} BASED ON THE FIRE AREA OR 2,500 FT.^{2} (232 M^2) DESIGN AREA, WHICHEVER IS SMALLER.
2. WHERE *APPROVED*, AN AUTOMATIC SPRINKLER SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 WITH A SPRINKLER HAZARD CLASSIFICATION BASED ON LARGE SCALE FIRE TESTING.
3. THE FOLLOWING ALTERNATE AUTOMATIC FIRE EXTINGUISHING SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 904, PROVIDED THE INSTALLATION IS APPROVED BY THE *FIRE CODE OFFICIAL* BASED ON LARGE SCALE FIRE TESTING

EXCEPTION: FIRE SUPPRESSION SYSTEMS FOR LEAD ACID AND NICKEL CADMIUM BATTERY SYSTEMS AT FACILITIES UNDER THE EXCLUSIVE CONTROL OF COMMUNICATIONS UTILITIES THAT OPERATE AT LESS THAN 50 VAC AND 60 VDC SHALL BE PROVIDED WHERE REQUIRED BY NFPA 76.

1206.2.11.1.2 FIRE DEPARTMENT CONNECTIONS. FIRE DEPARTMENT CONNECTIONS SHALL BE INSTALLED IN AN *APPROVED* LOCATION.

1206.2.11.1.3 HYDRANTS. FIRE HYDRANTS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CHAPTER 5 AND CHAPTER 9.

1206.2.11.1.4 Alternative fire-extinguishing systems. Battery systems that utilize water-reactive materials shall be protected by an *approved* alternative automatic fire extinguishing system in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of storage batteries in the room. The *fire code official* shall be permitted to approve the alternative fire extinguishing system based on full-scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

1206.2.11.~~2.~~1.5 Smoke detection system. An *approved automatic smoke detection system* shall be installed in rooms containing *stationary storage battery systems* in accordance with Section 907.2.

1206.2.11.3 Ventilation. Where required by ~~Section 1206.2.3 or 1206.2.12~~ TABLE 1206.2.10, ventilation of rooms containing stationary storage battery systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to ~~25~~ 10 percent of the lower flammability limit, or for hydrogen, 1.0 percent of the total volume of the room.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 m^3/(s • m^2)] of floor area, but not less than 150 cfm (4 m^3/min). The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1206.2.11.3.1 Cabinet ventilation. Where cabinets located in occupied spaces contain storage batteries that are required by ~~Section 1206.2.3 or 1206.2.12~~ TABLE 1206.2.10 to be provided with ventilation, the cabinet shall be provided with ventilation in accordance with Section 1206.2.11.3.

1206.2.11.3.2 Supervision. Required mechanical ventilation systems for rooms and cabinets containing storage batteries shall be supervised by an *approved* central station, proprietary or remote station service or shall initiate an audible and visual signal at an *approved* constantly attended on-site location.

1206.2.11.3.3 STANDBY POWER. MECHANICAL EXHAUST VENTILATION SHALL BE PROVIDED WITH A MINIMUM OF 6 HOURS OF STANDBY POWER IN ACCORDANCE WITH *INTERNATIONAL BUILDING CODE*.

SEPARATION SHALL BE IN ACCORDANCE WITH NFPA 70.

WHERE THE BUILDING, OR A PORTION OF THE BUILDING, SERVED BY THE MECHANICAL EXHAUST VENTILATION IS INTENDED TO REMAIN OPERATIONAL / OCCUPIED DURING A UTILITY POWER OUTAGE, THROUGH THE USE OF AN ELECTRICAL STANDBY POWER SYSTEM, WHETHER REQUIRED OR OPTIONAL; THE MECHANICAL EXHAUST VENTILATION SHALL BE CONNECTED TO BOTH THE NORMAL ELECTRICAL SERVICE AND EMERGENCY OR STANDBY POWER SYSTEM FOR EQUIVALENT TIME PERIODS.

1206.2.11.3.4MECHANICAL EXHAUST VENTILATION CONTROLS. CLEARLY IDENTIFIED SEPARATE SWITCHES SHALL BE PROVIDED TO BOTH TO ACTIVATE THE MECHANICAL EXHAUST VENTILATION SYSTEM AND TO SHUTOFF THE VENTILATION SYSTEM.

1206.2.11.4 Gas detection system. Where required by Section 1206.2.3 or 1206.2.10.8 rooms containing stationary storage battery systems shall be protected by a gas detection system complying with Section 916. The gas detection system shall be designed to activate where the level of flammable gas exceeds ~~25~~ 10 percent of the lower flammable limit (LFL), or where the level of toxic or highly toxic gas exceeds one half of the IDLH.

1206.2.11.4.1 System activation. Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visible alarms in the battery storage room.
2. Transmission of an alarm to an approved location.
3. De-energizing of the battery charger.
4. Activation of the mechanical ventilation system, where the system is interlocked with the gas detection system.

Exception: Lead-acid and nickel-cadmium stationary storage battery systems shall not be required to comply with Items 1, 2 and 3.

1206.2.11.5 Spill control and neutralization. Where required by ~~Section 1206.2.12~~ TABLE 1206.2.10, approved methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing stationary storage batteries as follows:

1. For batteries with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For batteries with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.2.11.5.1 SPILL CONTROL BARRIER. EACH RACK OF BATTERIES, OR GROUP OF RACKS SHALL BE PROVIDED WITH A LIQUID-TIGHT 4-INCH (102 MM) SPILL CONTROL BARRIER WHICH EXTENDS AT LEAST 1-INCH (25 MM) BEYOND THE BATTERY RACK IN ALL DIRECTIONS.

1206.2.11.6 EXPLOSION CONTROL. WHERE REQUIRED BY TABLE 1206.2.10, EXPLOSION CONTROL, COMPLYING WITH SECTION 911, NFPA 68 AND NFPA 69, SHALL BE PROVIDED FOR ROOMS, AREAS OR WALK-IN UNITS CONTAINING ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM TECHNOLOGIES.

EXCEPTIONS:

1. WHERE APPROVED, EXPLOSION CONTROL IS PERMITTED TO BE WAIVED BY THE *FIRE CODE OFFICIAL* BASED ON LARGE SCALE FIRE TESTING WHICH DEMONSTRATES THAT FLAMMABLE GASES ARE NOT LIBERATED FROM ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM CELLS OR MODULES.
2. WHERE APPROVED, EXPLOSION CONTROL IS PERMITTED TO BE WAIVED BY THE *FIRE CODE OFFICIAL* BASED ON DOCUMENTATION PROVIDED IN ACCORDANCE WITH SECTION 104.7 THAT DEMONSTRATES THAT THE ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM TECHNOLOGY TO BE USED DOES NOT HAVE THE POTENTIAL TO RELEASE FLAMMABLE GAS CONCENTRATIONS IN EXCESS OF 25 PERCENT OF THE LOWER FLAMMABLE LIMIT (LFL) ANYWHERE IN THE ROOM, AREA, WALK-IN UNIT OR STRUCTURE UNDER THERMAL RUNAWAY OR OTHER FAULT CONDITIONS.

1206.2.11.7 EMERGENCY ENERGY RELEASE. AN APPROVED MEANS MUST BE PROVIDED TO SAFELY RELEASE STORED ENERGY FROM THE BATTERIES IN AN EMERGENCY SITUATION.

1206.2.12 Specific battery-type requirements. This section includes requirements applicable to specific types of storage batteries. Stationary storage battery systems with more than one type of storage battery shall comply with requirements applicable to each battery type.

VENTILATION, SPILL CONTROL AND NEUTRALIZATION, EXPLOSION CONTROL, SAFETY CAPS AND THERMAL RUNAWAY SHALL BE REQUIRED IN ACCORDANCE WITH TABLE 1206.2.10

1206.2.12.1 Lead-acid storage batteries. Stationary storage battery systems utilizing lead-acid storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

1. THE SIGNAGE IN SECTION1206.2.8.6 SHALL INDICATE THE ROOM CONTAINS LEAD-ACID BATTERIES.

~~2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~3. Thermal runaway protection shall be provided for valve-regulated lead-acid (VRLA) storage batteries in accordance with Section 1206.2.10.7.~~

~~4. The signage in Section 1206.2.8.6 shall indicate the room contains lead-acid batteries.~~

1206.2.12.2 Nickel-cadmium (Ni-Cd) storage batteries. *Stationary storage battery systems* utilizing nickel cadmium (Ni-Cd) storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

1. THE SIGNAGE IN SECTION1206.2.8.6 SHALL INDICATE THE ROOM CONTAINS LEAD-ACID BATTERIES.

~~2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~3. Thermal runaway protection shall be provided for valve-regulated sealed nickel-cadmium storage batteries in accordance with Section 1206.2.10.7.~~

~~4. The signage in Section 1206.2.8.6 shall indicate the room contains nickel-cadmium batteries.~~

1206.2.12.3 Lithium-ion storage batteries. The signage in Section 1206.2.8.6 shall indicate the type of lithium batteries contained in the room.

1206.2.12.4 Sodium-beta storage batteries. *Stationary storage battery systems* utilizing sodium-beta storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

1. The signage in Section 1206.2.8.6 shall indicate the type of sodium batteries in the room and include the instructions, "APPLY NO WATER."

1206.2.12.5 Flow storage batteries. Stationary storage battery systems utilizing flow storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

~~2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~3.~~ 1. The signage required in Section 1206.2.8.6 shall indicate the type of flow batteries in the room.

1206.2.12.6 Other battery technologies. *Stationary storage battery systems* utilizing battery technologies other than those described in Sections 1206.2.12.1 through 1206.2.12.5 shall comply with the following:

1. Gas detection systems complying with Section 916 shall be provided in accordance with Section 1206.2.11.4 where the batteries have the potential to produce toxic or highly toxic gas in the storage room or cabinet in excess of the permissible exposure limits (PEL) during charging, discharging and normal system operation.

~~2. Mechanical ventilation shall be provided in accordance with Section 1206.2.11.3.~~

~~3. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~4.~~ 2. In addition to the signage required in Section 1206.2.8.6, the marking shall identify the type of batteries present, describe the potential hazards associated with the battery type, and indicate that the room contains energized electrical circuits.

1206.2.13 SPECIAL INSTALLATIONS. ROOFTOP AND OPEN PARKING GARAGE BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS SHALL COMPLY WITH SECTIONS 1206.2.13 THROUGH 1206.2.13.6. SIGNAGE SHALL COMPLY WITH SECTION 1206.2.8.6.

1206.2.13.1 ROOFTOP INSTALLATIONS. FOR THE PURPOSE OF TABLE 1206.2.12.7, ROOFTOP INSTALLATIONS ARE THOSE LOCATED ON THE ROOFS OF BUILDINGS.

1**206.2.13.2 OPEN PARKING GARAGE INSTALLATIONS**. FOR THE PURPOSE OF TABLE 1206.2.13, OPEN PARKING GARAGE INSTALLATIONS ARE THOSE LOCATED IN A STRUCTURE OR PORTION OF A STRUCTURE THAT COMPLIES WITH SECTION 406.5 OF THE *INTERNATIONAL BUILDING CODE*.

TABLE 1206.2.13 SPECIAL INSTALLATIONS

COMPLIANCE REQUIRED	ROOFTOPS	OPEN PARKING GARAGES
GENERAL INSTALLATION	YES	YES
SIZE AND SEPARATION	YES	YES
SMOKE AND AUTOMATIC FIRE	YES	YES
MAXIMUM ENCLOSURE SIZE	YES	YES
MEANS OF EGRESS	YES	YES
CLEARANCE TO EXPOSURES	YES	YES
FIRE SUPPRESSION	YES	YES
TECHNOLOGY SPECIFIC	YES	YES

1206.2.13.3 CLEARANCE TO EXPOSURES. BATTERY STORAGE SYSTEMS LOCATED ON ROOFTOPS AND IN OPEN PARKING GARAGES SHALL BE SEPARATED BY A MINIMUM 10 FEET (3048 MM) FROM THE FOLLOWING EXPOSURES:

1. BUILDINGS, EXCEPT THE BUILDING ON WHICH ROOFTOP BATTERY ENERGY STORAGE SYSTEM IS MOUNTED
2. ANY PORTION OF THE BUILDING ON WHICH A ROOFTOP SYSTEM IS MOUNTED THAT IS ELEVATED ABOVE THE ROOFTOP ON WHICH THE SYSTEM IS INSTALLED
3. LOT LINES
4. PUBLIC WAYS
5. STORED COMBUSTIBLE MATERIALS
6. LOCATIONS WHERE MOTOR VEHICLES CAN BE PARKED
7. HAZARDOUS MATERIALS
8. OTHER EXPOSURE HAZARDS

EXCEPTIONS:

1. CLEARANCES ARE PERMITTED TO BE REDUCED TO 3 FEET (914 MM) WHERE A 1-HOUR FREE STANDING FIRE BARRIER, SUITABLE FOR EXTERIOR USE, AND EXTENDING 5 FEET (1524 MM) ABOVE AND EXTENDING 5 FEET (1524 MM) BEYOND THE PHYSICAL BOUNDARY OF THE BATTERY ENERGY STORAGE SYSTEM INSTALLATION IS PROVIDED TO PROTECT THE EXPOSURE.
2. CLEARANCES ARE PERMITTED TO BE REDUCED TO 3 FEET (914 MM) WHERE A WEATHERPROOF ENCLOSURE CON-STRUCTED OF NONCOMBUSTIBLE MATERIALS IS PROVIDED OVER THE BATTERY ENERGY STORAGE SYSTEM AND IT HAS BEEN DEMONSTRATED THAT A FIRE WITHIN THE ENCLOSURE WILL NOT IGNITE COMBUSTIBLE MATERIALS OUTSIDE THE ENCLOSURE BASED ON LARGE SCALE FIRE TESTING.

1206.2.13.4 FIRE SUPPRESSION SYSTEMS. BATTERY STORAGE SYSTEMS LOCATED IN WALK-IN UNITS ON ROOFTOPS OR IN WALK-IN UNITS IN OPEN PARKING GARAGES SHALL BE PROVIDED WITH AUTOMATIC FIRE SUPPRESSION SYSTEMS WITHIN THE BATTERY ENERGY STORAGE SYSTEM ENCLOSURE IN ACCORDANCE WITH SECTION 1206.2.11.1. AREAS CONTAINING BATTERY ENERGY STORAGE SYSTEM OTHER THAN WALK-IN UNITS IN OPEN PARKING STRUCTURES ON LEVELS NOT OPEN ABOVE TO THE SKY SHALL BE PROVIDED WITH AN AUTOMATIC FIRE SUPPRESSION SYSTEM COMPLYING WITH SECTION 1206.2.11.1.

1206.2.13.5 ROOFTOP INSTALLATIONS. BATTERY STORAGE SYSTEMS AND ASSOCIATED EQUIPMENT THAT ARE LOCATED ON ROOFTOPS AND NOT ENCLOSED BY BUILDING CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING:

1. STAIRWAY ACCESS TO THE ROOF FOR EMERGENCY RESPONSE AND FIRE DEPARTMENT PERSONNEL SHALL BE PROVIDED EITHER THROUGH A BULKHEAD FROM THE INTERIOR OF THE BUILDING OR A STAIRWAY ON THE EXTERIOR OF THE BUILDING.

2. SERVICE WALKWAYS AT LEAST 5 FEET (1524 MM) IN WIDTH SHALL BE PROVIDED FOR SERVICE AND EMERGENCY PERSONNEL FROM THE POINT OF ACCESS TO THE ROOF TO THE SYSTEM.
3. BATTERY STORAGE SYSTEMS AND ASSOCIATED EQUIPMENT SHALL BE LOCATED FROM THE EDGE OF THE ROOF A DISTANCE EQUAL TO AT LEAST THE HEIGHT OF THE SYSTEM, EQUIPMENT, OR COMPONENT BUT NOT LESS THAN 5 FEET (1524 MM).
4. THE ROOFING MATERIALS UNDER AND WITHIN 5 FEET (1524 MM) HORIZONTALLY FROM A BATTERY STORAGE SYSTEMS OR ASSOCIATED EQUIPMENT SHALL BE NONCOMBUSTIBLE OR SHALL HAVE A CLASS A RATING WHEN TESTED IN ACCORDANCE WITH ASTM E108 OR UL 790.
5. A CLASS I STANDPIPE OUTLET SHALL BE INSTALLED AT AN APPROVED LOCATION ON THE ROOF LEVEL OF THE BUILDING OR IN THE STAIRWAY BULKHEAD AT THE TOP LEVEL.
6. THE BATTERY STORAGE SYSTEMS SHALL BE THE MINIMUM OF 10 FEET (3048 MM) FROM THE FIRE SERVICE ACCESS POINT ON THE ROOF TOP.

1206.2.13.6 OPEN PARKING GARAGES. BATTERY STORAGE SYSTEMS AND ASSOCIATED EQUIPMENT THAT ARE LOCATED IN OPEN PARKING GARAGES SHALL COMPLY WITH ALL OF THE FOLLOWING:

1. BATTERY STORAGE SYSTEMS SHALL NOT BE LOCATED WITHIN 50 FEET (15 240 MM) OF AIR INLETS FOR BUILDING HVAC SYSTEMS.

> **EXCEPTION:** THIS DISTANCE SHALL BE PERMITTED TO BE REDUCED TO 25 FEET (7620 MM) IF THE AUTOMATIC FIRE ALARM SYSTEM MONITORING THE RADIANT-ENERGY SENSING DETECTORS DE-ENERGIZES THE VENTILATION SYSTEM CONNECTED TO THE AIR INTAKES UPON DETECTION OF FIRE.

2. BATTERY STORAGE SYSTEMS SHALL NOT BE LOCATED WITHIN 25 FEET (7620 MM) OF EXITS LEADING FROM THE ATTACHED BUILDING WHERE LOCATED ON A COVERED LEVEL OF THE PARKING STRUCTURE NOT DIRECTLY OPEN TO THE SKY ABOVE.
3. AN APPROVED FENCE WITH A LOCKED GATE OR OTHER APPROVED BARRIER SHALL BE PROVIDED TO KEEP THE GENERAL PUBLIC AT LEAST 5 FEET (1024 MM) FROM THE OUTER ENCLOSURE OF THE BATTERY ENERGY STORAGE SYSTEM.

1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with Sections 1206.3 through 1206.3.2.6.1.

Exception: Capacitors regulated by NFPA 70, Chapter 460, and capacitors included as a component part of other listed electrical equipment are not required to comply with this section.

1206.3.1 Permits. Permits shall be obtained for the installation of capacitor energy storage systems in accordance with Section 105.7.3.

1206.3.2 Location and construction. Rooms and areas containing capacitor energy storage systems shall be designed, located and constructed in accordance with Sections 1206.3.2 through 1206.3.2.5.

1206.3.2.1 Location. Capacitor energy storage systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

1206.3.2.2 Separation. Rooms containing capacitor energy storage systems shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire resistance rated construction.

1206.3.2.3 Capacitor arrays. Capacitor energy storage systems shall be segregated into capacitor arrays not exceeding 50 kWh each. Each array shall be spaced not less than 3 feet (914 mm) from other arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exception: Capacitor energy storage systems in noncombustible containers located outdoors shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.4 Signage. Approved signs shall be provided on doors or in locations adjacent to the entrances to capacitor energy storage system rooms and shall include the following or equivalent verbiage and information:

1. “CAPACITOR ENERGY STORAGE ROOM.”
2. “THIS ROOM CONTAINS ENERGIZED ELECTRICAL CIRCUITS.”

3. An identification of the type of capacitors present and the potential hazards associated with the capacitor type.

1206.3.2.5 Electrical disconnects. Where the capacitor energy storage system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means identifying the location of the capacitor energy storage system disconnecting means in accordance with NFPA 70.

1206.3.2.6 Outdoor installation. Capacitor energy systems located outdoors shall comply with Sections 1206.3.2.6 through 1206.3.2.6.4 in addition to all applicable requirements of Section 1206.3. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as capacitor storage rooms.

Exception: Capacitor arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.6.1 Separation. Capacitor energy systems located outdoors shall be not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.3.2.6.2 Means of egress. *Capacitor energy storage systems* located outdoors shall be separated from any means of egress as required by the *fire code official* to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.3.2.6.3 Security of outdoor areas. Outdoor areas in which *capacitor energy storage systems* are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.3.2.6.4 Walk-in units. Where a capacitor energy storage system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of capacitors and electronics, and shall not be occupied for other purposes.

1206.3.3 Maximum allowable quantities. Fire areas within buildings containing *capacitor energy storage systems* that exceed 600 kWh of energy capacity shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

1206.3.4 Capacitors and equipment. The design and installation of *capacitor energy storage systems* and related equipment shall comply with Sections 1206.3.4.1 through 1206.3.4.5.

1206.3.4.1 Listing. Capacitors and *capacitor energy storage systems* shall comply with the following:

1. Capacitors shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary capacitor energy storage systems shall be listed in accordance with UL 9540.

1206.3.4.2 Prepackaged and preengineered systems. In addition to other applicable requirements of this code, prepackaged and preengineered *capacitor energy storage systems* shall be installed in accordance with their listing and the manufacturer's instructions.

1206.3.4.3 Energy management system. An approved energy management system shall be provided for monitoring and balancing capacitor voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.3.4.4 Capacitor chargers. Capacitor chargers shall be compatible with the capacitor manufacturer's electrical ratings and charging specifications. Capacitor chargers shall be listed and labeled in accordance

with UL 1564 or provided as part of a listed preengineered or prepackaged *capacitor energy storage system*.

1206.3.4.5 Toxic and highly toxic gas. *Capacitor energy storage systems* that have the potential to release toxic and highly toxic materials during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.3.5 Fire-extinguishing and detection systems. Fire-extinguishing and smoke detection systems shall be provided in *capacitor energy storage system* rooms in accordance with Sections 1206.3.5.1 through 1206.3.5.2.

1206.3.5.1 Fire-extinguishing systems. Rooms containing *capacitor energy storage systems* shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific capacitor technologies shall be in accordance with Chapter 5 of NFPA 13. If the capacitor types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the *automatic sprinkler system* based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.1.1 Alternative fire-extinguishing systems. *Capacitor energy storage systems* that utilize water-reactive materials shall be protected by an approved alternative *automatic fire-extinguishing system* in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of capacitors in the room. The *fire code official* shall be permitted to approve the system based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.2 Smoke detection system. An approved *automatic smoke detection system* shall be installed in rooms containing *capacitor energy storage systems* in accordance with Section 907.2.

1206.3.5.3 Ventilation. Where capacitors release flammable gases during normal operating conditions, ventilation of rooms containing capacitor energy storage systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 $m^3/(s \cdot m^2)$] of floor area, but not less than 150 cfm (4 m^3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the ceiling for gases having a vapor density less than air.

1206.3.5.3.1 Supervision. Required mechanical ventilation systems for rooms containing *capacitor energy storage systems* shall be supervised by an *approved* central station, proprietary or remote station service, or shall initiate an audible and visible signal at an *approved*, constantly attended on-site location.

1206.3.5.4 Spill control and neutralization. Where capacitors contain liquid electrolyte, *approved* methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing capacitors as follows:

1. For capacitors with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For capacitors with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.3.6 Testing, maintenance and repair. Capacitors and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any capacitors or system components used to replace existing units shall be compatible with the capacitor charger, energy management systems, other capacitors, and other safety systems. Introducing different capacitor technologies into the capacitor energy storage system shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

1206.4 ENERGY STORAGE SYSTEM IN GROUP R-3 AND R-4 OCCUPANCIES. ENERGY STORAGE SYSTEMS IN GROUP R-3 AND R-4 OCCUPANCIES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THIS SECTION. THE TEMPORARY USE OF AN OWNER OR OCCUPANT'S ELECTRIC POWERED VEHICLE AS AN ENERGY STORAGE SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 1206.4.

1206.4.1 EQUIPMENT LISTINGS. ENERGY STORAGE SYSTEM SHALL BE LISTED AND LABELED FOR RESIDENTIAL USE IN ACCORDANCE WITH UL 9540.

EXCEPTIONS:

1. WHERE *APPROVED*, REPURPOSED UNLISTED BATTERY SYSTEMS FROM ELECTRIC VEHICLES MAY BE INSTALLED OUTDOORS OR IN DETACHED DEDICATED CABINETS LOCATED NOT LESS THAN 5 FEET (1524 MM) FROM EXTERIOR WALLS, PROPERTY LINES AND PUBLIC WAYS.
2. ENERGY STORAGE SYSTEM LESS THAN 1 KWH.

1206.4.2 INSTALLATION. ENERGY STORAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THEIR LISTING.

1206.4.2.1 SPACING. INDIVIDUAL UNITS SHALL BE SEPARATED FROM EACH OTHER BY AT LEAST 3 FEET (914 MM) OF SPACING UNLESS SMALLER SEPARATION DISTANCES ARE DOCUMENTED AND APPROVED BY THE *FIRE CODE OFFICIAL* TO BE ADEQUATE BASED ON LARGE SCALE FIRE TESTING.

1206.4.3 LOCATION. ENERGY STORAGE SYSTEM SHALL ONLY BE INSTALLED IN THE FOLLOWING LOCATIONS:

1. DETACHED GARAGES AND DETACHED ACCESSORY STRUCTURES.
2. ATTACHED GARAGES SEPARATED FROM THE DWELLING UNIT LIVING SPACE AND SLEEPING UNITS IN ACCORDANCE WITH SECTION 406.3.2 OF THE *INTERNATIONAL BUILDING CODE*.
3. OUTDOORS ON EXTERIOR WALLS IN ACCORDANCE WITH 1206.4.3.1
4. UTILITY CLOSETS AND STORAGE OR UTILITY SPACES WITHIN DWELLING UNITS AND SLEEPING UNITS.

1206.4.3.1 EXTERIOR WALL INSTALLATIONS. ENERGY STORAGE SYSTEM SHALL BE PERMITTED TO BE INSTALLED OUTDOORS ON EXTERIOR WALLS OF BUILDINGS WHEN ALL OF THE FOLLOWING CONDITIONS ARE MET:

1. THE MAXIMUM ENERGY CAPACITY OF INDIVIDUAL ENERGY STORAGE SYSTEM UNITS SHALL NOT EXCEED 20 KWH.
2. THE ENERGY STORAGE SYSTEM SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN SECTIONS 1206.
3. THE ENERGY STORAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THEIR LISTING.
4. INDIVIDUAL ENERGY STORAGE SYSTEM UNITS SHALL BE SEPARATED FROM EACH OTHER BY NOT LESS THAN 3 FEET (914 MM).
5. THE ENERGY STORAGE SYSTEM SHALL BE SEPARATED FROM DOORS, WINDOWS, OPERABLE OPENINGS INTO BUILDINGS, OR HVAC INLETS BY AT LEAST 5 FEET (1524 MM).

EXCEPTION: WHERE APPROVED BY THE *FIRE CODE OFFICIAL*, SMALLER SEPARATION DISTANCES IN ITEMS 4 AND 5 MAY BE PERMITTED BASED ON LARGE SCALE FIRE TESTING

1206.4.4 ENERGY RATINGS. INDIVIDUAL ENERGY STORAGE SYSTEM UNITS SHALL HAVE A MAXIMUM RATING OF 20 KWH. THE AGGREGATE RATING STRUCTURE SHALL NOT EXCEED:

1. 40 KWH WITHIN UTILITY CLOSETS AND STORAGE OR UTILITY SPACES.
2. 80 KWH IN ATTACHED OR DETACHED GARAGES AND DETACHED ACCESSORY STRUCTURES.
3. 80 KWH ON EXTERIOR WALLS.
4. 80 KWH OUTDOORS ON THE GROUND.

1206.4.5 ELECTRICAL INSTALLATION. ENERGY STORAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 70. INVERTERS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 1741 OR PROVIDED AS PART OF THE UL 9540 LISTING. SYSTEMS CONNECTED TO THE UTILITY GRID SHALL USE INVERTERS LISTED FOR UTILITY INTERACTION.

1206.4.6 FIRE DETECTION. ROOMS AND AREAS WITHIN DWELLINGS UNITS, SLEEPING UNITS AND ATTACHED GARAGES IN WHICH ENERGY STORAGE SYSTEM ARE INSTALLED SHALL BE PROTECTED BY SMOKE ALARMS IN ACCORDANCE WITH SECTION 907.2.10. A HEAT DETECTOR LISTED AND INTERCONNECTED TO THE SMOKE ALARMS SHALL BE INSTALLED IN

LOCATIONS WITHIN DWELLING UNITS, SLEEPING UNITS AND ATTACHED GARAGES WHERE SMOKE ALARMS CANNOT BE INSTALLED BASED ON THEIR LISTING.

1206.4.7 PROTECTION FROM IMPACT. STATIONARY STORAGE BATTERY SYSTEMS INSTALLED IN A LOCATION SUBJECT TO VEHICLE DAMAGE SHALL BE PROTECTED BY APPROVED BARRIERS. APPLIANCES IN GARAGES SHALL ALSO BE INSTALLED IN ACCORDANCE WITH SECTION 304.3 OF THE *INTERNATIONAL MECHANICAL CODE*.

1206.4.8 VENTILATION. INDOOR INSTALLATIONS OF ENERGY STORAGE SYSTEM THAT INCLUDE BATTERIES THAT PRODUCE HYDROGEN OR OTHER FLAMMABLE GASES DURING CHARGING SHALL BE PROVIDED WITH VENTILATION IN ACCORDANCE WITH SECTION 1206.2.11.3.

1206.4.9 TOXIC AND HIGHLY TOXIC GAS. ENERGY STORAGE SYSTEM THAT HAVE THE POTENTIAL TO RELEASE TOXIC OR HIGHLY TOXIC GAS DURING CHARGING, DISCHARGING AND NORMAL USE CONDITIONS SHALL NOT BE INSTALLED WITHIN GROUP R-3 OR R-4 OCCUPANCIES.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Internal

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

Agenda Wording:
Consideration and action pertaining to an amendment to the Surprise Municipal Code, Section 105-19, by adopting Chapter 12 of the 2018 International Fire Code, and amendments thereto, as set forth in those certain public records entitled "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12, Energy Systems" ;Ordinance # 2019-21.

Motion:
I move to approve Ordinance # 2019-21.

Background:
Currently, the City does not have regulation in place regarding Battery Energy Storage Systems ("BESS"). In order to prepare for the future and the possibility of additional BESS structures being built in the City or surrounding Cities, the Surprise Fire-Medical Department is requesting the "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" be declared public record.

Objective Analysis:
The Surprise Fire-Medical Department (“SFMD”) desires to adopt the provisions of the 2018 International Fire Code (“2018 IFC”) Chapter 12 Energy Systems and amendments to these provisions to regulate Battery Energy Storage Systems ("BESS") immediately.

SFMD is concerned that entities specializing in BESS will seek out locations without regulation to construct their facilities.

All of this concern came to a head a couple of months ago when the Arizona Public Service had a BESS facility in Surprise at which an explosion occurred.

The proposed regulations give the City authority to place guidelines and restrictions on entities requesting these facilities in the City. It is the City's and SFMD’s position that adoption of these provisions be seriously considered by City Council.

Policy Compliant:
The provisions of this ordinance are taken from part of the 2018 International Fire Code (Chapter 12)

that specifically focuses upon energy systems. The accompanying amendments were the result of research, evaluation and application by several Fire professionals from different departments here in the Valley to produce a document that protects the City and its citizens in the best way possible while trying to minimize impact upon the providers of service.

Financial Impact:

There is no direct financial impact relating to this item. Any costs associated with this item will be covered by the existing operating budget. The department will bring a budget amendment item to Council in the future if additional funds are necessary.

Budget Impact:

There is no direct budget impact with this item. Any costs associated with this item will be covered by the existing operating budget. The department will bring a budget amendment item to Council in the future if additional funds are necessary.

FTE Impact:

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

ATTACHMENTS:

1. ^ORD 2019-21 2019 Amendments to the 2018 IFC Chap 12
2. ^2018 International Building Code Chapter 12 Energy Systems
3. ^2019 AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS

ORDINANCE 2019-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ADOPTING THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 12, ENERGY SYSTEMS AND AMENDMENTS THERETO BY REFERENCE IN SURPRISE MUNICIPAL CODE, CHAPTER 105, ARTICLE II, DIVISION 1, SECTION 105-19: FIRE CODE; INCLUDING SEVERABLITY; REPEALING CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the staff of the Fire-Medical Department are recommending the adoption of the 2018 International Fire Code, Chapter 12 Energy Systems dated August 6, 2019 and three copies of which are on file in the office of the Surprise City Clerk;

WHEREAS, after reviewing the 2018 International Fire Code, Chapter 12 Energy Systems, Fire-Medical staff is recommending the amendments contained in that certain public record entitled "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems", dated August 6, 2019, three copies of which are on file in the office of the Surprise City Clerk; and

WHEREAS, the Mayor and Council deem it necessary, in order to protect the public health, safety and welfare and public and private property, to update and amend certain already adopted rules and regulations which regulate the erection, construction, enlargement, alteration, repair, moving, removal, and demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings, structures, or premises as noted in the public records titled "2018 International Fire Code, Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" through immediate adoption and effective date for this ordinance.

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

Section 1. Chapter 12 Energy Systems, of the 2018 International Building Code, as amended by that certain public record entitled, "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems" is hereby adopted to supplement the City of Surprise Fire Code which was adopted by Ordinance #2014-04A on April 15, 2014, and amended by Ordinance # 2016-28 on October 4, 2016.

Section 2. Surprise Municipal Code, Chapter 105, Article II, Division 1, Section 105-19 shall be amended by and incorporate by reference those two certain public records both dated August 6, 2019 and entitled "2018 International Building Code,

Chapter 12 Energy Systems" and "2019 Amendments to the 2018 International Fire Code, Chapter 12 Energy Systems", three copies of which are on file in the office of the Surprise City Clerk, and incorporated herein by this reference. Specifically, Surprise Municipal Code, Chapter 105, Article II, Division 1, Section 105-19 is amended to read as follows:

Sec. 105-19. - Construction codes.

The following codes and appendices as published by the International Code Council, and the amendments to those codes, as adopted by ordinance, are hereby adopted as amended and declared to be public records. At least three copies of each code and its corresponding amendments, if any, shall be filed in the city clerk's office and kept available for public use and inspection.

(a) 2012 International Building Code.
(b) 2012 International Residential Code.
(c) 2012 International Electrical Code.
(d) 2012 International Mechanical Code.
(e) 2012 International Plumbing Code.
(f) 2012 International Fuel Gas Code.
(g) 2012 International Energy Conservation Code.
(h) 2006 International Property Maintenance Code.
(i) 2012 International Existing Building Code.
(j) 2012 International Fire Code.

A certain public record entitled "2016 Amendments to the 2012 International Codes," dated September 20, 2016, specifically amends the 2012 building code, residential code, mechanical code, plumbing code, fuel gas code, energy conservation code, existing building code, and fire code. THE 2012 INTERNATIONAL FIRE CODE, AS AMENDED BY THE 2016 AMENDMENTS, IS HEREBY FURTHER AMENDED BY THOSE TWO CERTAIN PUBLIC RECORDS ENTITLED "2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS" AND "2019 AMENDMENTS TO THE 2018 UNIFORM FIRE CODE, CHAPTER 12 ENERGY SYSTEMS" BOTH DATED AUGUST 6, 2019.

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the 2012 International Fire Code and the 2018 International Fire Code, Chapter 12 Energy Systems, as amended herein, is for any reason held to be invalid or unconstitutional by decision of any court of competent

jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This act is an emergency measure that is necessary to preserve the public peace, health or safety and is adopted and effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CHAPTER 12
ENERGY SYSTEMS

User note:

About this chapter: Chapter 12 was added to address the current energy systems found in this code, and is provided for the introduction of a wide range of systems to generate and store energy in, on and adjacent to buildings and facilities. The expansion of such energy systems is related to meeting today's energy, environmental and economic challenges. Ensuring appropriate criteria to address the safety of such systems in building and fire codes is an important part of protecting the public at large, building occupants and emergency responders. More specifically, this chapter addresses standby and emergency power, photovoltaic systems, fuel cell energy systems, battery storage systems and capacitor energy storage.

SECTION 1201
GENERAL

1201.1 Scope. The provisions of this chapter shall apply to the installation, operation and maintenance of energy systems used for generating or storing energy. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency.

1201.2 Electrical wiring and equipment. Electrical wiring and equipment used in connection with energy systems shall be installed and maintained in accordance with Chapter 12 and NFPA 70.

1201.3 Mixed system installation. Where approved, the aggregate kWh energy in a fire area shall not exceed the maximum quantity specified for any of the energy systems in this chapter. Where required by the *fire code official*, a hazard mitigation analysis shall be provided and approved in accordance with Section 104.7.2 to evaluate any potential adverse interaction between the various energy systems and technologies.

SECTION 1202
DEFINITIONS

1202.1 Definitions. The following terms are defined in Chapter 2:

BATTERY SYSTEM, STATIONARY STORAGE.
BATTERY TYPES.
Lead-acid battery.
CAPACITOR ARRAY.
CAPACITOR ENERGY STORAGE SYSTEM.
CRITICAL CIRCUIT.
EMERGENCY POWER SYSTEM.
ENERGY MANAGEMENT SYSTEMS.
FUEL CELL POWER SYSTEM, STATIONARY.
STANDBY POWER SYSTEM.
STATIONARY BATTERY ARRAY.

SECTION 1203
EMERGENCY AND STANDBY POWER SYSTEMS

1203.1 General. Emergency power systems and standby power systems required by this code or the *International Building Code* shall comply with Sections 1203.1.1 through 1203.1.9.

1203.1.1 Stationary generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200.

1203.1.2 Fuel line piping protection. Fuel lines supplying a generator set inside a high-rise building shall be separated from areas of the building other than the room the generator is located in by an approved method, or an assembly that has a fire-resistance rating of not less than 2 hours. Where the building is protected throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, the required fire-resistance rating shall be reduced to 1 hour.

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111.

1203.1.4 Load transfer. Emergency power systems shall automatically provide secondary power within 10 seconds after primary power is lost, unless specified otherwise in this code. Standby power systems shall automatically provide secondary power within 60 seconds after primary power is lost, unless specified otherwise in this code.

1203.1.5 Load duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

1203.1.6 Uninterruptable power source. An uninterrupted source of power shall be provided for equipment where required by the manufacturer's instructions, the listing, this code or applicable referenced standards.

1203.1.7 Interchangeability. Emergency power systems shall be an acceptable alternative for installations that require standby power systems.

1203.1.8 Group I-2 occupancies. In Group I-2 occupancies, where an essential electrical system is located in flood hazard areas established in Section 1612.3 of the *International Building Code* and where new or replacement essential electrical system generators are installed, the system shall be located and installed in accordance with ASCE 24.

1203.1.9 Maintenance. Existing installations shall be maintained in accordance with the original approval and Section 1203.4.

1203.2 Where required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.18.

1203.2.1 Ambulatory care facilities. Essential electrical systems for ambulatory care facilities shall be in accordance with Section 422.6 of the *International Building Code*.

1203.2.2 Elevators and platform lifts. Standby power shall be provided for elevators and platform lifts as required in Sections 606.2, 1009.4.1, and 1009.5.

1203.2.3 Emergency responder radio coverage systems. Standby power shall be provided for emergency responder radio coverage systems as required in Section 510.4.2.3. The standby power supply shall be capable of operating the emergency responder radio coverage system for a duration of not less than 24 hours.

1203.2.4 Emergency voice/alarm communication systems. Emergency power shall be provided for emergency voice/alarm communication systems as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

1203.2.5 Exit signs. Emergency power shall be provided for exit signs as required in Section 1013.6.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes.

1203.2.6 Gas detection systems. Emergency power shall be provided for gas detection systems where required by Sections 1203.2.9 and 1203.2.16. Standby power shall be provided for gas detection systems where required by Section 916.5.

1203.2.7 Group I-2 occupancies. Essential electrical systems for Group I-2 occupancies shall be in accordance with Section 407.11 of the *International Building Code*.

1203.2.8 Group I-3 occupancies. Power-operated sliding doors or power-operated locks for swinging doors in Group I-3 occupancies shall be operable by a manual release mechanism at the door. Emergency power shall be provided for the doors and locks.

Exceptions:

1. Emergency power is not required in facilities where provisions for remote locking and unlocking of occupied rooms in Occupancy Condition 4 are not required as set forth in the *International Building Code*.
2. Emergency power is not required where remote mechanical operating releases are provided.

1203.2.9 Hazardous materials. Emergency and standby power shall be provided in occupancies with hazardous materials as required in the following sections:

1. Sections 5004.7 and 5005.1.5 for hazardous materials.
2. Sections 6004.2.2.8 and 6004.3.4.2 for highly toxic and toxic gases.
3. Section 6204.1.11 for organic peroxides.

1203.2.10 High-rise buildings. Standby power and emergency power shall be provided for high-rise buildings as required in Section 403 of the *International Building Code*, and shall be in accordance with Section 1203.

1203.2.11 Special purpose horizontal sliding doors. Standby power shall be provided for horizontal sliding doors as required in Section 1010.1.4.3. The standby power supply shall have a capacity to operate not fewer than 50 closing cycles of the door.

1203.2.12 Hydrogen fuel gas rooms. Standby power shall be provided for hydrogen fuel gas rooms as required by Section 5808.7.

1203.2.13 Laboratory suites. Standby or emergency power shall be provided in accordance with Section 5004.7 where *laboratory suites* are located above the sixth story above grade plane or located in a story below grade plane.

1203.2.14 Means of egress illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1.

1203.2.15 Membrane structures. Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with Section 3103.10.4.

1203.2.16 Semiconductor fabrication facilities. Emergency power shall be provided for semiconductor fabrication facilities as required in Section 2703.15.

1203.2.17 Smoke control systems. Standby power shall be provided for smoke control systems as required in Section 909.11.

1203.2.18 Underground buildings. Emergency and standby power shall be provided in underground buildings as required in Section 405 of the *International Building Code* and shall be in accordance with Section 1203.

1203.3 Critical circuits. Required critical circuits shall be protected using one of the following methods:

1. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a *fire-resistance rating* of not less than 1 hour.
2. Electrical circuit protective systems shall have a *fire-resistance rating* of not less than 1 hour. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
3. Construction having a *fire-resistance rating* of not less than 1 hour.

1203.4 Maintenance. Emergency and standby power systems shall be maintained in accordance with NFPA 110 and NFPA 111 such that the system is capable of supplying service within the time specified for the type and duration required.

1203.4.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be maintained in accordance with NFPA 99.

1203.4.2 Schedule. Inspection, testing and maintenance of emergency and standby power systems shall be in accordance with an approved schedule established upon completion and approval of the system installation.

1203.4.3 Records. Records of the inspection, testing and maintenance of emergency and standby power systems shall include the date of service, name of the servicing technician, a summary of conditions noted and a detailed description of any conditions requiring correction and what corrective action was taken. Such records shall be maintained.

1203.4.4 Switch maintenance. Emergency and standby power system transfer switches shall be included in the inspection, testing and maintenance schedule required by Section 1203.4.2. Transfer switches shall be maintained free from accumulated dust and dirt. Inspection shall include examination of the transfer switch contacts for evidence of deterioration. When evidence of contact deterioration is detected, the contacts shall be replaced in accordance with the transfer switch manufacturer's instructions.

1203.5 Operational inspection and testing. Emergency power systems, including all appurtenant components, shall be inspected and tested under load in accordance with NFPA 110 and NFPA 111.

Exception: Where the emergency power system is used for standby power or peak load shaving, such use shall be recorded and shall be allowed to be substituted for scheduled testing of the generator set, provided that appropriate records are maintained.

1203.5.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be inspected and tested under load in accordance with NFPA 99.

1203.5.2 Transfer switch test. The test of the transfer switch shall consist of electrically operating the transfer switch from the normal position to the alternate position and then return to the normal position.

1203.6 Supervision of maintenance and testing. Routine maintenance, inspection and operational testing shall be overseen by a properly instructed individual.

SECTION 1204
SOLAR PHOTOVOLTAIC POWER SYSTEMS

1204.1 General. Solar photovoltaic systems shall be installed in accordance with Sections 1204.2 through 1204.5, and the *International Building Code* or *International Residential Code*. The electrical portion of solar PV systems shall be installed in accordance with NFPA 70.

1204.2 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in accordance with Sections 1204.2.1 through 1204.3.3. Pathways shall be over areas capable of supporting fire fighters accessing the roof. Pathways shall be located in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.

Exceptions:

1. Detached, nonhabitable Group U structures including, but not limited to, detached garages serving Group R-3 buildings, parking shade structures, carports, solar trellises and similar structures.
2. Roof access, pathways and spacing requirements need not be provided where the *fire code official* has determined that rooftop operations will not be employed.

1204.2.1 Solar photovoltaic systems for Group R-3 buildings. Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through 1204.2.1.3.

Exceptions:

1. These requirements shall not apply to structures designed and constructed in accordance with the *International Residential Code*.
2. These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.

1204.2.1.1 Pathways to ridge. Not fewer than two 36-inch-wide (914 mm) pathways on separate roof planes, from lowest roof edge to ridge, shall be provided on all buildings. Not fewer than one pathway shall be provided on the street or driveway side of the roof. For each roof plane with a photovoltaic array, not fewer than one 36-inch-wide (914 mm) pathway from lowest roof edge to ridge shall be provided on the same roof plane as the photovoltaic array, on an adjacent roof plane or straddling the same and adjacent roof planes.

1204.2.1.2 Setbacks at ridge. For photovoltaic arrays occupying 33 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge. For photovoltaic arrays occupying more than 33 percent of the plan view total roof area, a setback of not less than 36 inches (457 mm) wide is required on both sides of a horizontal ridge.

1204.2.1.3 Alternative setbacks at ridge. Where an automatic sprinkler system is installed within the dwelling in accordance with Section 903.3.1.3, setbacks at the ridge shall conform to one of the following:

1. For photovoltaic arrays occupying 66 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge.
2. For photovoltaic arrays occupying more than 66 percent of the plan view total roof area, a setback of not less than 36 inches (914 mm) wide is required on both sides of a horizontal ridge.

1204.2.2 Emergency escape and rescue openings. Panels and modules installed on Group R-3 buildings shall not be placed on the portion of a roof that is below an emergency escape and rescue opening. A pathway of not less than 36 inches (914 mm) wide shall be provided to the emergency escape and rescue opening.

1204.3 Other than Group R-3 buildings. Access to systems for buildings, other than those containing Group R-3 occupancies, shall be provided in accordance with Sections 1204.3.1 through 1204.3.3.

Exception: Where it is determined by the *fire code official* that the roof configuration is similar to that of a Group R-3 occupancy, the residential access and ventilation require-

ments in Sections 1204.2.1.1 through 1204.2.1.3 are a suitable alternative.

1204.3.1 Perimeter pathways. There shall be a minimum 6-foot-wide (1829 mm) clear perimeter around the edges of the roof.

Exception: Where either axis of the building is 250 feet (76 200 mm) or less, the clear perimeter around the edges of the roof shall be permitted to be reduced to a minimum width of 4 feet (1219 mm).

1204.3.2 Interior pathways. Interior pathways shall be provided between array sections to meet the following requirements:

1. Pathways shall be provided at intervals not greater than 150 feet (45 720 mm) throughout the length and width of the roof.
2. A pathway not less than 4 feet (1219 mm) wide in a straight line to roof standpipes or ventilation hatches.
3. A pathway not less than 4 feet (1219 mm) wide around roof access hatches, with not fewer than one such pathway to a parapet or roof edge.

1204.3.3 Smoke ventilation. The solar installation shall be designed to meet the following requirements:

1. Where nongravity-operated smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide shall be provided bordering all sides.
2. Smoke ventilation options between array sections shall be one of the following:
   2.1. A pathway not less than 8 feet (2438 mm) wide.
   2.2. Where gravity-operated dropout smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide on not fewer than one side.
   2.3. A pathway not less than 4 feet (1219 mm) wide bordering 4-foot by 8-foot (1219 mm by 2438 mm) venting cutouts every 20 feet (6096 mm) on alternating sides of the pathway.

1204.4 Ground-mounted photovoltaic panel systems. Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.

1204.5 Buildings with rapid shutdown. Buildings with rapid shutdown solar photovoltaic systems shall have permanent labels in accordance with Sections 1204.5.1 through 1204.5.3.

1204.5.1 Rapid shutdown type. The type of solar photovoltaic system rapid shutdown shall be labeled with one of the following:

1. For solar photovoltaic systems that shut down the array and the conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of $^{3}/_{8}$ inch (10 mm) in black on a yellow background. The remaining characters shall be uppercase with a minimum height of $^{3}/_{16}$ inch (5 mm) in black on a white background. The label shall be in accordance with Figure 1204.5.1(1) and state the following:

   SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN. TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN ARRAY.

2. For photovoltaic systems that only shut down conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of $^{3}/_{8}$ inch (10 mm) in white on a red background and the remaining characters shall be capitalized with a minimum height of $^{3}/_{16}$ inch (5 mm) in black on a white back-

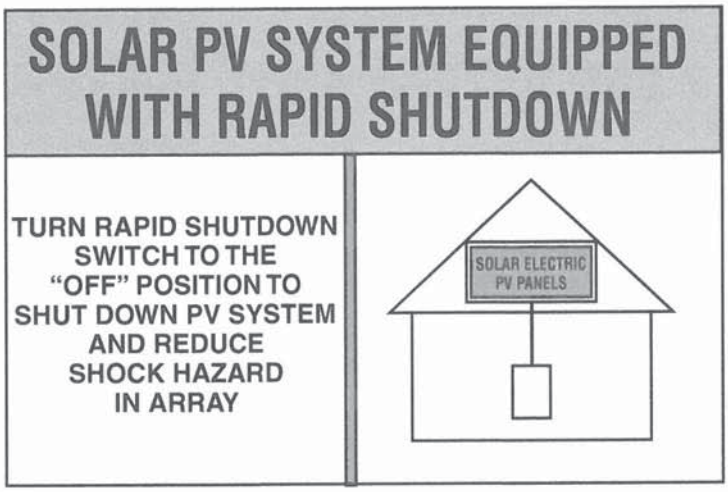


FIGURE 1204.5.1(1)
LABEL FOR SOLAR PV SYSTEMS THAT REDUCE SHOCK HAZARD WITHIN ARRAY AND SHUT DOWN CONDUCTORS LEAVING ARRAY

ground. The label shall be in accordance with Figure 1204.5.1(2) and state the following:

THIS SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN. TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN CONDUCTORS OUTSIDE THE ARRAY. CONDUCTORS WITHIN ARRAY REMAIN ENERGIZED IN SUNLIGHT.

1204.5.1.1 Diagram. The labels in Section 1204.5.1 shall include a simple diagram of a building with a roof. Diagram sections in red signify sections of the solar photovoltaic system that are not shut down when the rapid shutdown switch is turned off.

1204.5.1.2 Location. The rapid shutdown label in Section 1204.5.1 shall be located not greater than 3 feet (914 mm) from the service disconnecting means to which the photovoltaic systems are connected, and shall indicate the location of all identified rapid shutdown switches if not at the same location.

1204.5.2 Buildings with more than one rapid shutdown type. Solar photovoltaic systems that contain rapid shutdown in accordance with both Items 1 and 2 of Section 1204.5.1 or solar photovoltaic systems where only portions of the systems on the building contain rapid shutdown, shall provide a detailed plan view diagram of the roof showing each different photovoltaic system and a dotted line around areas that remain energized after the rapid shutdown switch is operated.

1204.5.3 Rapid shutdown switch. A rapid shutdown switch shall have a label located not greater than 3 feet (914 mm) from the switch that states the following:

RAPID SHUTDOWN SWITCH FOR SOLAR PV SYSTEM

SECTION 1205
STATIONARY FUEL CELL POWER SYSTEMS

1205.1 General. *Stationary fuel cell power systems* in new and existing occupancies shall comply with this section.

1205.2 Permits. Permits shall be obtained for *stationary fuel cell power systems* as set forth in Section 105.7.10.

1205.3 Equipment. *Stationary fuel cell power systems* shall comply with the following:

1. *Prepackaged fuel cell power systems* shall be listed and labeled in accordance with CSA FC 1.
2. The modules and components in a *preengineered fuel cell power system* shall be listed and labeled in accordance with CSA FC 1 and interconnected to complete the assembly of the system at the job site in accordance with the manufacturer's instructions and the module and component listings.
3. *Field-fabricated fuel cell power systems* shall be approved based on a review of the technical report provided in accordance with Section 104.7.2. The report shall be prepared by and bear the stamp of a registered design professional and shall include:
   - 3.1. A fire risk evaluation.
   - 3.2. An evaluation demonstrating that modules and components in the fuel cell power system comply with applicable requirements in CSA FC 1.
   - 3.3. Documentation of the fuel cell power system's compliance with applicable NFPA 2 and NFPA 853 construction requirements.

1205.4 Installation. *Stationary fuel cell power systems* shall be installed and maintained in accordance with NFPA 70 and NFPA 853, the manufacturer's installation instructions, and the listing. *Stationary fuel cell power systems* fueled by hydrogen shall be installed and maintained in accordance

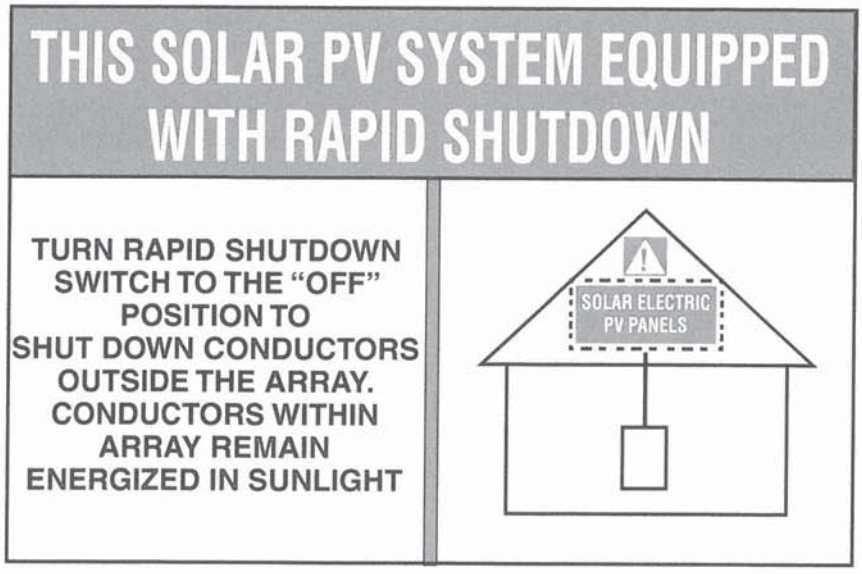


FIGURE 1204.5.1(2)
LABEL FOR SOLAR PV SYSTEMS THAT ONLY SHUT DOWN CONDUCTORS LEAVING THE ARRAY

with NFPA 2 and NFPA 70, the manufacturer's installation instructions and the listing.

1205.5 Residential use. *Stationary fuel cell power systems* shall not be installed in Group R-3 and R-4 buildings, or dwelling units associated with Group R-2 buildings unless they are specifically listed for residential use.

1205.6 Indoor installations. *Stationary fuel cell power systems* installed in indoor locations shall comply with Sections 1205.6 through 1205.6.2. For purposes of this section, an indoor location includes a roof and 50 percent or greater enclosing walls.

1205.6.1 Listed. *Stationary fuel cell power systems* installed indoors shall be specifically listed and labeled for indoor use.

1205.6.2 Separation. Rooms containing *stationary fuel cell power systems* shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire-resistance-rated construction.

Exception: *Stationary fuel cell power systems* with an aggregate rating less than 50 kW shall not be required to be separated from other occupancies provided that the systems comply with Section 9.3 of NFPA 853.

1205.7 Vehicle impact protection. Where *stationary fuel cell power systems* are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312.

1205.8 Outdoor installation. *Stationary fuel cell power systems* located outdoors shall be separated by not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Any portion of a designated means of egress system.
8. Other exposure hazards.

1205.9 Fuel supply. The design, location and installation of the fuel supply for *stationary fuel cell power systems* shall comply with Chapter 53, Chapter 58 and the *International Fuel Gas Code,* based on the particular fuel being supplied to the system.

1205.10 Manual shutoff. Access to a manual shutoff valve shall be provided for the fuel piping within 6 feet (1829 mm) of any fuel storage tank serving the fuel cell and within 6 feet (1829 mm) of the power system. If the fuel tank and the *stationary fuel cell power system* are less than 12 feet (3658 mm) apart, a single shutoff valve shall be permitted. If the *stationary fuel cell power system* is located indoors, the shutoff valve shall be located outside of the room in which the system is installed, unless otherwise approved by the *fire code official*.

1205.11 Ventilation and exhaust. Ventilation and exhaust for stationary fuel cell power systems shall be provided in accordance with NFPA 853.

1205.12 Fire suppression. Fire suppression for stationary fuel cell power system installations shall be provided in accordance with NFPA 853.

1205.13 Gas detection systems. Stationary fuel cell power systems shall be provided with a gas detection system. Detection shall be provided in approved locations in the fuel cell power system enclosure, the exhaust system or the room that encloses the fuel cell power system. The system shall be designed to activate at a flammable gas concentration of not more than 25 percent of the lower flammable limit (LFL).

1205.13.1 System activation. The activation of the gas detection system shall automatically:

1. Close valves between the gas supply and the fuel cell power system.
2. Shut down the fuel cell power system.
3. Initiate local audible and visible alarms in approved locations.

SECTION 1206
ELECTRICAL ENERGY STORAGE SYSTEMS

1206.1 Scope. The provisions in this section are applicable to energy storage systems designed to provide electrical power to a building or facility. These systems are used to provide standby or emergency power, an uninterruptable power supply, load shedding, load sharing or similar capabilities. **

1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with Section 1206.2.1 through 1206.2.12.6, as applicable.

1206.2.1 Permits. Permits shall be obtained for the installation and operation of stationary storage battery systems in accordance with Section 105.7.2.

1206.2.2 Construction documents. The following information shall be provided with the permit application:

1. Location and layout diagram of the room in which the stationary storage battery system is to be installed.
2. Details on hourly fire-resistance-rated assemblies provided.
3. Quantities and types of storage batteries and battery systems.
4. Manufacturer's specifications, ratings and listings of storage batteries and battery systems.
5. Details on energy management systems.
6. Location and content of signage.
7. Details on fire-extinguishing, smoke detection and ventilation systems.
8. Rack storage arrangement, including seismic support criteria.

TABLE 1206.2
BATTERY STORAGE SYSTEM THRESHOLD QUANTITIES.

BATTERY TECHNOLOGY	CAPACITY[a]
Flow batteries[b]	20 kWh
Lead acid, all types	70 kWh
Lithium, all types	20 kWh
Nickel cadmium (Ni-Cd)	70 kWh
Sodium, all types	20 kWh[c]
Other battery technologies	10 kWh

For SI:1 kilowatt hour = 3.6 megajoules.

a. For batteries rated in amp-hours, kWh shall equal rated voltage times amp-hour rating divided by 1000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. 70 kWh for sodium-ion technologies.

1206.2.3 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.7.2 under any of the following conditions:

1. Battery technologies not specifically identified in Table 1206.2 are provided.
2. More than one stationary storage battery technology is provided in a room or indoor area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities in accordance with Section 1206.2.9.

1206.2.3.1 Fault condition. The hazard mitigation analysis shall evaluate the consequences of the following failure modes, and others deemed necessary by the *fire code official*. Only single-failure modes shall be considered.

1. Thermal runaway condition in a single-battery storage rack, module or array.
2. Failure of any energy management system.
3. Failure of any required ventilation system.
4. Voltage surges on the primary electric supply.
5. Short circuits on the load side of the stationary battery storage system.
6. Failure of the smoke detection, fire-extinguishing or gas detection system.
7. Spill neutralization not being provided or failure of the secondary containment system.

1206.2.3.2 Analysis approval. The *fire code official* is authorized to approve the hazardous mitigation analysis provided that the hazard mitigation analysis demonstrates all of the following:

1. Fires or explosions will be contained within unoccupied battery storage rooms for the minimum duration of the fire-resistance-rated walls identified in Table 509.1 of the *International Building Code*.
2. Fires and explosions in battery cabinets in occupied work centers will be detected in time to allow occupants within the room to evacuate safely.
3. Toxic and highly toxic gases released during fires and other fault conditions shall not reach concentrations in excess of Immediately Dangerous to Life or Health (IDLH) levels in the building or adjacent means of egress routes during the time deemed necessary to evacuate from that area.
4. Flammable gases released from batteries during charging, discharging and normal operation shall not exceed 25 percent of their lower flammability limit (LFL).
5. Flammable gases released from batteries during fire, overcharging and other abnormal conditions shall not create an explosion hazard that will injure occupants or emergency responders.

1206.2.3.3 Additional protection measures. Construction, equipment and systems that are required for the stationary storage battery system to comply with the hazardous mitigation analysis, including but not limited to those specifically described in Section 1206.2, shall be installed, maintained and tested in accordance with nationally recognized standards and specified design parameters.

1206.2.4 Seismic and structural design. Stationary storage battery systems shall comply with the seismic design requirements in Chapter 16 of the *International Building Code*, and shall not exceed the floor-loading limitation of the building.

1206.2.5 Vehicle impact protection. Where stationary storage battery systems are subject to impact by a motor vehicle, including fork lifts, vehicle impact protection shall be provided in accordance with Section 312.

1206.2.6 Combustible storage. Combustible materials not related to the stationary storage battery system shall not be stored in battery rooms, cabinets or enclosures. Combustible materials in occupied work centers covered by Section 1206.2.8.5 shall not be stored less than 3 feet (915 mm) from battery cabinets.

1206.2.7 Testing, maintenance and repair. Storage batteries and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any storage batteries or system components used to replace existing units shall be compatible with the battery charger, energy management systems,

other storage batteries and other safety systems. Introducing other types of storage batteries into the stationary storage battery system or other types of electrolytes into flow battery systems shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

1206.2.8 Location and construction. Rooms and areas containing stationary storage battery systems shall be designed, located and constructed in accordance with Sections 1206.2.8.1 through 1206.2.8.7.4.

1206.2.8.1 Location. Stationary storage battery systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

Exceptions:

1. Lead acid and nickel cadmium stationary storage battery systems.
2. Installations on noncombustible rooftops of buildings exceeding 75 feet (22 860 mm) in height that do not obstruct fire department rooftop operations, where *approved* by the *fire code official.*

1206.2.8.2 Separation. Rooms containing stationary storage battery systems shall be separated from other areas of the building in accordance with Section 509.1 of the *International Building Code*. Battery systems shall be allowed to be in the same room with the equipment they support.

1206.2.8.3 Stationary battery arrays. Storage batteries, prepackaged stationary storage battery systems and preengineered stationary storage battery systems shall be segregated into stationary battery arrays not exceeding 50 kWh (180 megajoules) each. Each stationary battery array shall be spaced not less than 3 feet (914 mm) from other stationary battery arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead acid and nickel cadmium storage battery arrays.
2. Listed preengineered stationary storage battery systems and prepackaged stationary storage battery systems shall not exceed 250 kWh (900 megajoules) each.
3. The fire code official is authorized to approve listed, preengineered and prepackaged battery arrays with larger capacities or smaller battery array spacing if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving one array will not propagate to an adjacent array, and be contained within the room for a duration equal to the fire-resistance rating of the room separation specified in Table 509 of the *International Building Code*.

1206.2.8.4 Separate rooms. Where stationary batteries are installed in a separate equipment room that can be accessed only by authorized personnel, they shall be permitted to be installed on an open rack for ease of maintenance.

1206.2.8.5 Occupied work centers. Where stationary storage batteries are located in an occupied work center, they shall be housed in a noncombustible cabinet or other enclosure to prevent access by unauthorized personnel.

1206.2.8.5.1 Cabinets. Where stationary batteries are contained in cabinets in occupied work centers, the cabinet enclosures shall be located within 10 feet (3048 mm) of the equipment that they support.

1206.2.8.6 Signage. Approved signs shall be provided on doors or in locations near entrances to stationary storage battery system rooms and shall include the following or equivalent:

1. The room contains energized battery systems.
2. The room contains energized electrical circuits.
3. The additional markings required in Section 1206.2.12 for the types of storage batteries contained within the room.

Exception: Existing stationary storage battery systems shall be permitted to include the signage required at the time it was installed.

1206.2.8.6.1 Electrical disconnects. Where the stationary storage battery system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means indicating the location of stationary storage battery system disconnecting means in accordance with NFPA 70.

1206.2.8.6.2 Cabinet signage. Battery storage cabinets provided in occupied work centers in accordance with Section 1206.2.8.5 shall have exterior labels that identify the manufacturer and model number of the system and electrical rating (voltage and current) of the contained battery system. There shall be signs within the cabinet that indicate the relevant electrical and chemical hazards, as required by Section 1206.2.12.

1206.2.8.7 Outdoor installations. Stationary storage battery systems located outdoors shall comply with Sections 1206.2.8.7 through 1206.2.8.7.4, in addition to all applicable requirements of Section 1206.2. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as battery storage rooms.

Exception: Stationary battery arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.2.8.7.1 Separation. Stationary storage battery systems located outdoors shall be separated by a minimum 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The fire code official is authorized to approve smaller separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.2.8.7.2 Means of egress. Stationary storage battery systems located outdoors shall be separated from any *means of egress* as required by the *fire code official* to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an *approved* testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.2.8.7.3 Security of outdoor areas. Outdoor areas in which stationary storage battery systems are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.2.8.7.4 Walk-in units. Where a stationary storage battery system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

1206.2.9 Maximum allowable quantities. *Fire areas* within buildings containing stationary storage battery systems exceeding the maximum allowable quantities in Table 1206.2.9 shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

Exception: Where approved by the *fire code official*, areas containing stationary storage batteries that exceed the amounts in Table 1206.2.9 shall be treated as incidental use areas and not Group H occupancies based on a hazardous mitigation analysis in accordance with Section 1206.2.3 and large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory.

1206.2.9.1 Mixed battery systems. Where areas within buildings contain different types of storage battery technologies, the total aggregate quantities of batteries shall be determined based on the sum of percentages of each battery type quantity divided by the maximum allowable quantity of each battery type. If the sum of the percentages exceeds 100 percent, the area shall be treated as a Group H occupancy in accordance with Table 1206.2.9.

1206.2.10 Storage batteries and equipment. The design and installation of storage batteries and related equipment shall comply with Sections 1206.2.10.1 through 1206.2.10.8.

1206.2.10.1 Listings. Storage batteries and battery storage systems shall comply with the following:

1. Storage batteries shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary storage battery systems shall be listed in accordance with UL 9540.

Exception: Lead-acid batteries are not required to be listed.

1206.2.10.2 Prepackaged and preengineered systems. Prepackaged and preengineered stationary storage battery systems shall be installed in accordance with their listing and the manufacturer's instructions.

TABLE 1206.2.9
MAXIMUM ALLOWABLE BATTERY QUANTITIES

BATTERY TECHNOLOGY	MAXIMUM ALLOWABLE QUANTITIES[a]	GROUP H OCCUPANCY
Flow batteries[b]	600 kWh	Group H-2
Lead acid, all types	Unlimited	Not Applicable
Lithium, all types	600 kWh	Group H-2
Nickel cadmium (Ni-Cd)	Unlimited	Not Applicable
Sodium, all types	600 kWh	Group H-2
Other battery technologies	200 kWh	Group H-2[c]

For SI: 1 kilowatt hour = 3.6 megajoules.

a. For batteries rated in amp-hours, Kilowatt-hours (kWh) shall equal rated battery voltage times the amp-hour rating divided by 1,000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. Shall be a Group H-4 occupancy if the fire code official determines that a fire or thermal runaway involving the battery technology does not represent a significant fire hazard.

1206.2.10.3 Energy management system. An approved energy management system shall be provided for battery technologies other than lead-acid and nickel cadmium for monitoring and balancing cell voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.2.10.4 Battery chargers. Battery chargers shall be compatible with the battery chemistry and the manufacturer's electrical ratings and charging specifications. Battery chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed preengineered or prepackaged stationary storage battery system.

1206.2.10.5 Inverters. Inverters shall be listed and labeled in accordance with UL 1741. Only inverters listed and labeled for utility interactive system use and identified as interactive shall be allowed to operate in parallel with the electric utility power system to supply power to common loads.

1206.2.10.6 Safety caps. Vented batteries shall be provided with flame-arresting safety caps.

1206.2.10.7 Thermal runaway. Where required by Section 1206.2.12, storage batteries shall be provided with a listed device or other approved method to prevent, detect and control thermal runaway.

1206.2.10.8 Toxic and highly toxic gas. Stationary storage battery systems that have the potential to release toxic and highly toxic gas during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.2.11 Fire-extinguishing and detection systems. Fire-extinguishing and detection systems shall be provided in accordance with Sections 1206.2.11.1 through 1206.2.11.5.

1206.2.11.1 Fire-extinguishing systems. Rooms containing stationary storage battery systems shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific technologies of storage batteries shall be in accordance with Chapter 5 of NFPA 13. If the storage battery types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the fire-extinguishing system based on full-scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

Exception: Spaces or areas containing stationary storage battery systems used exclusively for telecommunications equipment in accordance with Section 903.2.

1206.2.11.1.1 Alternative fire-extinguishing systems. Battery systems that utilize water-reactive materials shall be protected by an approved alternative automatic fire-extinguishing system in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of storage batteries in the room. The *fire code official* shall be permitted to approve the alternative fire extinguishing system based on full-scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

1206.2.11.2 Smoke detection system. An *approved automatic smoke detection system* shall be installed in rooms containing *stationary storage battery systems* in accordance with Section 907.2.

1206.2.11.3 Ventilation. Where required by Section 1206.2.3 or 1206.2.12, ventilation of rooms containing stationary storage battery systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit, or for hydrogen, 1.0 percent of the total volume of the room.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 $m^3/(s \cdot m^2)$] of floor area, but not less than 150 cfm (4 m^3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1206.2.11.3.1 Cabinet ventilation. Where cabinets located in occupied spaces contain storage batteries that are required by Section 1206.2.3 or 1206.2.12 to be provided with ventilation, the cabinet shall be provided with ventilation in accordance with Section 1206.2.11.3.

1206.2.11.3.2 Supervision. Required mechanical ventilation systems for rooms and cabinets containing storage batteries shall be supervised by an *approved* central station, proprietary or remote station service or shall initiate an audible and visual signal at an *approved* constantly attended on-site location.

1206.2.11.4 Gas detection system. Where required by Section 1206.2.3 or 1206.2.12, rooms containing stationary storage battery systems shall be protected by a gas detection system complying with Section 916. The gas detection system shall be designed to activate where the level of flammable gas exceeds 25 percent of the lower flammable limit (LFL), or where the level of toxic or highly toxic gas exceeds one-half of the IDLH.

1206.2.11.4.1 System activation. Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visible alarms in the battery storage room.
2. Transmission of an alarm to an approved location.
3. De-energizing of the battery charger.

4. Activation of the mechanical ventilation system, where the system is interlocked with the gas detection system.

Exception: Lead-acid and nickel-cadmium stationary storage battery systems shall not be required to comply with Items 1, 2 and 3.

1206.2.11.5 Spill control and neutralization. Where required by Section 1206.2.12, approved methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing stationary storage batteries as follows:

1. For batteries with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For batteries with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.2.12 Specific battery-type requirements. This section includes requirements applicable to specific types of storage batteries. Stationary storage battery systems with more than one type of storage battery shall comply with requirements applicable to each battery type.

1206.2.12.1 Lead-acid storage batteries. Stationary storage battery systems utilizing lead-acid storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Thermal runaway protection shall be provided for valve-regulated lead-acid (VRLA) storage batteries in accordance with Section 1206.2.10.7.
4. The signage in Section 1206.2.8.6 shall indicate the room contains lead-acid batteries.

1206.2.12.2 Nickel-cadmium (Ni-Cd) storage batteries. *Stationary storage battery systems* utilizing nickel-cadmium (Ni-Cd) storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. Thermal runaway protection shall be provided for valve-regulated sealed nickel-cadmium storage batteries in accordance with Section 1206.2.10.7.
4. The signage in Section 1206.2.8.6 shall indicate the room contains nickel-cadmium batteries.

1206.2.12.3 Lithium-ion storage batteries. The signage in Section 1206.2.8.6 shall indicate the type of lithium batteries contained in the room.

1206.2.12.4 Sodium-beta storage batteries. *Stationary storage battery systems* utilizing sodium-beta storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. The signage in Section 1206.2.8.6 shall indicate the type of sodium batteries in the room and include the instructions, "APPLY NO WATER."

1206.2.12.5 Flow storage batteries. Stationary storage battery systems utilizing flow storage batteries shall comply with the following:

1. Ventilation shall be provided in accordance with Section 1206.2.11.3.
2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
3. The signage required in Section 1206.2.8.6 shall indicate the type of flow batteries in the room.

1206.2.12.6 Other battery technologies. *Stationary storage battery systems* utilizing battery technologies other than those described in Sections 1206.2.12.1 through 1206.2.12.5 shall comply with the following:

1. Gas detection systems complying with Section 916 shall be provided in accordance with Section 1206.2.11.4 where the batteries have the potential to produce toxic or highly toxic gas in the storage room or cabinet in excess of the permissible exposure limits (PEL) during charging, discharging and normal system operation.
2. Mechanical ventilation shall be provided in accordance with Section 1206.2.11.3.
3. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.
4. In addition to the signage required in Section 1206.2.8.6, the marking shall identify the type of batteries present, describe the potential hazards associated with the battery type, and indicate that the room contains energized electrical circuits.

1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with Sections 1206.3 through 1206.3.2.6.1.

Exception: Capacitors regulated by NFPA 70, Chapter 460, and capacitors included as a component part of other listed electrical equipment are not required to comply with this section.

1206.3.1 Permits. Permits shall be obtained for the installation of capacitor energy storage systems in accordance with Section 105.7.3.

1206.3.2 Location and construction. Rooms and areas containing capacitor energy storage systems shall be designed, located and constructed in accordance with Sections 1206.3.2 through 1206.3.2.5.

1206.3.2.1 Location. Capacitor energy storage systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor

level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

1206.3.2.2 Separation. Rooms containing capacitor energy storage systems shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire-resistance-rated construction.

1206.3.2.3 Capacitor arrays. Capacitor energy storage systems shall be segregated into capacitor arrays not exceeding 50 kWh (180 megajoules) each. Each array shall be spaced not less than 3 feet (914 mm) from other arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exception: Capacitor energy storage systems in noncombustible containers located outdoors shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.4 Signage. Approved signs shall be provided on doors or in locations adjacent to the entrances to capacitor energy storage system rooms and shall include the following or equivalent verbiage and information:.

1. "CAPACITOR ENERGY STORAGE ROOM."
2. "THIS ROOM CONTAINS ENERGIZED ELECTRICAL CIRCUITS."
3. An identification of the type of capacitors present and the potential hazards associated with the capacitor type.

1206.3.2.5 Electrical disconnects. Where the capacitor energy storage system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means identifying the location of the capacitor energy storage system disconnecting means in accordance with NFPA 70.

1206.3.2.6 Outdoor installation. Capacitor energy systems located outdoors shall comply with Sections 1206.3.2.6 through 1206.3.2.6.4 in addition to all applicable requirements of Section 1206.3. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as capacitor storage rooms.

Exception: Capacitor arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.6.1 Separation. Capacitor energy systems located outdoors shall be not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.3.2.6.2 Means of egress. *Capacitor energy storage systems* located outdoors shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.3.2.6.3 Security of outdoor areas. Outdoor areas in which *capacitor energy storage systems* are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.3.2.6.4 Walk-in units. Where a capacitor energy storage system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

1206.3.3 Maximum allowable quantities. Fire areas within buildings containing *capacitor energy storage systems* that exceed 600 kWh of energy capacity shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

1206.3.4 Capacitors and equipment. The design and installation of *capacitor energy storage systems* and related equipment shall comply with Sections 1206.3.4.1 through 1206.3.4.5.

1206.3.4.1 Listing. Capacitors and *capacitor energy storage systems* shall comply with the following:

1. Capacitors shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary capacitor energy storage systems shall be listed in accordance with UL 9540.

1206.3.4.2 Prepackaged and preengineered systems. In addition to other applicable requirements of this code, prepackaged and preengineered *capacitor energy storage systems* shall be installed in accordance with their listing and the manufacturer's instructions.

1206.3.4.3 Energy management system. An approved energy management system shall be provided for moni-

toring and balancing capacitor voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.3.4.4 Capacitor chargers. Capacitor chargers shall be compatible with the capacitor manufacturer's electrical ratings and charging specifications. Capacitor chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed preengineered or prepackaged *capacitor energy storage system.*

1206.3.4.5 Toxic and highly toxic gas. *Capacitor energy storage systems* that have the potential to release toxic and highly toxic materials during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.3.5 Fire-extinguishing and detection systems. Fire-extinguishing and smoke detection systems shall be provided in *capacitor energy storage system* rooms in accordance with Sections 1206.3.5.1 through 1206.3.5.2.

1206.3.5.1 Fire-extinguishing systems. Rooms containing *capacitor energy storage systems* shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific capacitor technologies shall be in accordance with Chapter 5 of NFPA 13. If the capacitor types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the *automatic sprinkler system* based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.1.1 Alternative fire-extinguishing systems. *Capacitor energy storage systems* that utilize water-reactive materials shall be protected by an approved alternative *automatic fire-extinguishing system* in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of capacitors in the room. The *fire code official* shall be permitted to approve the system based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.2 Smoke detection system. An approved *automatic smoke detection system* shall be installed in rooms containing *capacitor energy storage systems* in accordance with Section 907.2.

1206.3.5.3 Ventilation. Where capacitors release flammable gases during normal operating conditions, ventilation of rooms containing capacitor energy storage systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 $m^3/(s \cdot m^2)$] of floor area, but not less than 150 cfm (4 m^3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the ceiling for gases having a vapor density less than air.

1206.3.5.3.1 Supervision. Required mechanical ventilation systems for rooms containing *capacitor energy storage systems* shall be supervised by an *approved* central station, proprietary or remote station service, or shall initiate an audible and visible signal at an *approved,* constantly attended on-site location.

1206.3.5.4 Spill control and neutralization. Where capacitors contain liquid electrolyte, *approved* methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing capacitors as follows:

1. For capacitors with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For capacitors with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.3.6 Testing, maintenance and repair. Capacitors and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any capacitors or system components used to replace existing units shall be compatible with the capacitor charger, energy management systems, other capacitors, and other safety systems. Introducing different capacitor technologies into the capacitor energy storage system shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

2019 AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE, CHAPTER 12 ENERGY SYSTEMS

CHAPTER 12 ENERGY SYSTEMS August 6, 2019

SECTION 1201
GENERAL

1201.1Scope. The provisions of this chapter shall apply to the installation, operation and maintenance of energy systems used for generating or storing energy. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency.

1201.2Electrical wiring and equipment. Electrical wiring and equipment used in connection with energy systems shall be installed and maintained in accordance with Chapter 12 and NFPA 70.

1201.3Mixed system installation. Where approved, the aggregate kWh energy in a fire area shall not exceed the maximum quantity specified for any of the energy systems in this chapter. Where required by the *fire code official*, a hazard mitigation analysis shall be provided and approved in accordance with Section 104.7.2 to evaluate any potential adverse interaction between the various energy systems and technologies.

SECTION 1202
DEFINITIONS

1202.1 Definitions. The following terms are defined in Chapter 2:

BATTERY SYSTEM, STATIONARY STORAGE.
BATTERY TYPES.
LEAD-ACID BATTERY.
CAPACITOR ARRAY.
CAPACITOR ENERGY STORAGE SYSTEM.
CRITICAL CIRCUIT.
EMERGENCY POWER SYSTEM.
ENERGY MANAGEMENT SYSTEM.
FUEL CELL POWER SYSTEM, STATIONARY.
STANDBY POWER SYSTEM.
STATIONARY BATTERY ARRAY.
STATIONARY FUEL CELL POWER SYSTEM.

SECTION 1203
EMERGENCY AND STANDBY POWER SYSTEMS

1203.1 General. Emergency power systems and standby power systems required by this code or the *International Building Code* shall comply with Sections 1203.1.1 through1203.1.9.

1203.1.1 Stationary generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200.

1203.1.2 Fuel line piping protection. Fuel lines supplying a generator set inside a high-rise building shall be separated from areas of the building other than the room the generator is located in by an approved method, or an assembly that has a fire-resistance rating of not less than 2 hours. Where the building is protected throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, the required fire-resistance rating shall be reduced to 1 hour.

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111.

1203.1.4 Load transfer. Emergency power systems shall automatically provide secondary power within 10 seconds after primary power is lost, unless specified otherwise in this code. Standby power systems shall

automatically provide secondary power within 60 seconds after primary power is lost, unless specified otherwise in this code.

1203.1.5 Load duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

1203.1.6 Uninterruptable power source. An uninterrupted source of power shall be provided for equipment where required by the manufacturer's instructions, the listing, this code or applicable referenced standards.

1203.1.7 Interchangeability. Emergency power systems shall be an acceptable alternative for installations that require standby power systems.

1203.1.8 Group I-2 occupancies. In Group I-2 occupancies located in flood hazard areas established in Section 1612.3 of the International Building Code and where new or replacement essential electrical systems are installed and where new essential electrical system generators are installed, the systems and generators shall be located and installed in accordance with ASCE 24. Where connections for hook up of temporary generators are provided, the connections shall be located at or above the elevation required in ASCE 24.

1203.1.9 Maintenance. Existing installations shall be maintained in accordance with the original approval and Section 1203.4.

1203.2 Where required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.18.

1203.2.1 Ambulatory care facilities. Essential electrical systems for ambulatory care facilities shall be in accordance with Section 422.6 of the *International Building Code*.

1203.2.2 Elevators and platform lifts. Standby power shall be provided for elevators and platform lifts as required in Sections 606.2, 1009.4.1, and 1009.5.

1203.2.3 Emergency responder radio coverage systems. Standby power shall be provided for emergency responder radio coverage systems as required in Section 510.4.2.3. The standby power supply shall be capable of operating the emergency responder radio coverage system for a duration of not less than 24 hours.

1203.2.4 Emergency voice/alarm communication systems. emergency power shall be provided for emergency voice/alarm communication systems as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

1203.2.5 Exit signs. Emergency power shall be provided for exit signs as required in Section 1013.6.3. The system shall be capable of powering the required load for a duration of not less than 90 minutes.

1203.2.6 Gas detection systems. Emergency power shall be provided for gas detection systems where required by Sections 1203.2.9 and 1203.2.16. Standby power shall be provided for gas detection systems where required by Section 916.5.

1203.2.7 Group I-2 occupancies. Essential electrical systems for Group I-2 occupancies shall be in accordance with Section 407.11 of the *International Building Code*.

1203.2.8 Group I-3 occupancies. Power-operated sliding doors or power-operated locks for swinging doors in Group I-3 occupancies shall be operable by a manual release mechanism at the door. Emergency power shall be provided for the doors and locks.

Exceptions:

1. Emergency power is not required in facilities where provisions for remote locking and unlocking of occupied rooms in Occupancy Condition 4 are not required as set forth in the *International Building Code*.
2. Emergency power is not required where remote mechanical operating releases are provided.

1203.2.9 Hazardous materials. Emergency and standby power shall be provided in occupancies with hazardous materials as required in the following sections: 1. Sections 5004.7 and 5005.1.5 for hazardous materials. 2. Sections 6004.2.2.8 and 6004.3.4.2 for highly toxic and toxic gases. 3. Section 6204.1.11 for organic peroxides.

1203.2.10 High-rise buildings. Standby power and emergency power shall be provided for high-rise buildings as required in Section 403 of the *International Building Code*, and shall be in accordance with Section 1203.

1203.2.11 Horizontal sliding doors. Standby power shall be provided for horizontal sliding doors as required in Section 1010.1.4.3. The standby power supply shall have a capacity to operate not fewer than 50 closing cycles of the door.

1203.2.12 Hydrogen fuel gas rooms. Standby power shall be provided for hydrogen fuel gas rooms as required by Section 5808.7.

1203.2.13 Laboratory suites. Standby or emergency power shall be provided in accordance with Section 5004.7 where *laboratory suites* are located above the sixth story above grade plane or located in a story below grade plane.

1203.2.14 Means of egress illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1.

1203.2.15 Membrane structures. Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. Auxiliary inflation systems shall be provided in temporary air-supported and airinflated membrane structures in accordance with Section 3103.10.4.

1203.2.16 Semiconductor fabrication facilities. Emergency power shall be provided for semiconductor fabrication facilities as required in Section 2703.15.

1203.2.17 Smoke control systems. Standby power shall be provided for smoke control systems as required in Section 909.11.

1203.2.18 Underground buildings. Emergency and standby power shall be provided in underground buildings as required in Section 405 of the *International Building Code* and shall be in accordance with Section 1203.

1203.2.19 CONNECTED FACILITIES. POWER AND LIGHTING FACILITIES OR THE *FIRE COMMAND CENTER* AND ELEVATORS SPECIFIED IN SECTIONS 403.4.8.2 AND 403.6 OF THE *INTERNATIONAL BUILDING CODE*, AS APPLICABLE, AND ELECTRICALLY POWERED FIRE PUMPS REQUIRED TO MAINTAIN PRESSURE, SHALL BE TRANSFERABLE TO THE STANDBY SOURCE. STANDBY POWER SHALL BE PROVIDED FOR AT LEAST ONE ELEVATOR TO SERVE ALL FLOORS AND BE TRANSFERABLE TO ANY ELEVATOR.

1203.3 Critical circuits. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196. Electrical circuit protective systems shall be installed in accordance with their listing requirements.

1203.4 Maintenance. Emergency and standby power systems shall be maintained in accordance with NFPA 110 and NFPA 111 such that the system is capable of supplying service within the time specified for the type and duration required.

1203.4.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be maintained in accordance with NFPA 99.

1203.4.2 Schedule. Inspection, testing and maintenance of emergency and standby power systems shall be in accordance with an approved schedule established upon completion and approval of the system installation.

1203.4.3 Records. Records of the inspection, testing and maintenance of emergency and standby power systems shall include the date of service, name of the servicing technician, a summary of conditions noted and a detailed description of any conditions requiring correction and what corrective action was taken. Such records shall be maintained.

1203.4.4 Switch maintenance. Emergency and standbypower system transfer switches shall be included in the inspection, testing and maintenance schedule required by Section 1203.4.2. Transfer switches shall be maintained free from accumulated dust and dirt. Inspection shall include examination of the transfer switch contacts for evidence of deterioration. When evidence of contact deterioration is detected, the contacts shall be replaced in accordance with the transfer switch manufacturer's instructions.

1203.5 Operational inspection and testing. Emergency power systems, including all appurtenant components, shall be inspected and tested under load in accordance with NFPA 110 and NFPA 111.

Exception: Where the emergency power system is used for standby power or peak load shaving, such use shall be recorded and shall be allowed to be substituted for scheduled testing of the generator set, provided that appropriate records are maintained.

1203.5.1 Group I-2. In Group I-2 occupancies, emergency and standby power systems shall be inspected and tested under load in accordance with NFPA 99.

1203.5.2 Transfer switch test. The test of the transfer switch shall consist of electrically operating the transfer switch from the normal position to the alternate position and then return to the normal position.

1203.6 Supervision of maintenance and testing. Routine maintenance, inspection and operational testing shall be overseen by a properly instructed individual.

SECTION 1204
SOLAR PHOTOVOLTAIC POWER SYSTEMS

1204.1 General. Solar photovoltaic systems shall be installed in accordance with Sections 1204.2 through 1204.5, and the *International Building Code* or *International Residential Code*. The electrical portion of solar PV systems shall be installed in accordance with NFPA 70.

1204.2 Access and pathways. Roof access, pathways, and spacing requirements shall be provided in accordance with Sections 1204.2.1 through 1204.3.3. Pathways shall be over areas capable of supporting fire fighters accessing

the roof. Pathways shall be located in areas with minimal obstructions, such as vent pipes, conduit or mechanical equipment.

Exceptions:

1. Detached, nonhabitable Group U structures including, but not limited to, detached garages serving Group R-3 buildings, parking shade structures, carports, solar trellises and similar structures.

2. Roof access, pathways and spacing requirements need not be provided where the *fire code official* has determined that rooftop operations will not be employed.

1204.2.1 Solar photovoltaic systems for Group R-3 buildings. Solar photovoltaic systems for Group R-3 buildings shall comply with Sections 1204.2.1.1 through 1204.2.1.3.

Exceptions:

1. These requirements shall not apply to structures designed and constructed in accordance with the *International Residential Code*.

2. These requirements shall not apply to roofs with slopes of 2 units vertical in 12 units horizontal or less.

1204.2.1.1 Pathways to ridge. Not fewer than two 36inch-wide (914 mm) pathways on separate roof planes, from lowest roof edge to ridge, shall be provided on all buildings. Not fewer than one pathway shall be provided on the street or driveway side of the roof. For each roof plane with a photovoltaic array, not fewer than one 36-inch-wide (914 mm) pathway from lowest roof edge to ridge shall be provided on the same roof plane as the photovoltaic array, on an adjacent roof plane or straddling the same and adjacent roof planes.

1204.2.1.2 Setbacks at ridge. For photovoltaic arrays occupying 33 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge. For photovoltaic arrays occupying more than 33 percent of the plan view total roof area, a setback of not less than 36 inches (457 mm) wide is required on both sides of a horizontal ridge.

1204.2.1.3 Alternative setbacks at ridge. Where an automatic sprinkler system is installed within the dwelling in accordance with Section 903.3.1.3, setbacks at the ridge shall conform to one of the following:

1. For photovoltaic arrays occupying 66 percent or less of the plan view total roof area, a setback of not less than 18 inches (457 mm) wide is required on both sides of a horizontal ridge.

2. For photovoltaic arrays occupying more than 66 percent of the plan view total roof area, a setback of not less than 36 inches (914 mm) wide is required on both sides of a horizontal ridge.

1204.2.2 Emergency escape and rescue openings. Panels and modules installed on Group R-3 buildings shall not be placed on the portion of a roof that is below an emergency escape and rescue opening. A pathway of not less than 36 inches (914 mm) wide shall be provided to the emergency escape and rescue opening.

1204.3 Other than Group R-3 buildings. Access to systems for buildings, other than those containing Group R-3 occupancies, shall be provided in accordance with Sections 1204.3.1 through 1204.3.3.

Exception: Where it is determined by the *fire code official* that the roof configuration is similar to that of a Group R-3 occupancy, the residential access and ventilation require-ments in Sections 1204.2.1.1 through 1204.2.1.3 are a suitable alternative.

1204.3.1 Perimeter pathways. There shall be a minimum 6-foot-wide (1829 mm) clear perimeter around the edges of the roof.

Exception: Where either axis of the building is 250 feet (76 200 mm) or less, the clear perimeter around the edges of the roof shall be permitted to be reduced to a minimum width of 4 feet (1219 mm).

1204.3.2 Interior pathways. Interior pathways shall be provided between array sections to meet the following requirements:

1. Pathways shall be provided at intervals not greater than 150 feet (45 720 mm) throughout the length and width of the roof.

2. A pathway not less than 4 feet (1219 mm) wide in a straight line to roof standpipes or ventilation hatches.

3. A pathway not less than 4 feet (1219 mm) wide around roof access hatches, with not fewer than one such pathway to a parapet or roof edge.

1204.3.3 Smoke ventilation. The solar installation shall be designed to meet the following requirements:

1. Where nongravity-operated smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide shall be provided bordering all sides.

2. Smoke ventilation options between array sections shall be one of the following:

2.1. A pathway not less than 8 feet (2438 mm) wide.

2.2. Where gravity-operated dropout smoke and heat vents occur, a pathway not less than 4 feet (1219 mm) wide on not fewer than one side.

2.3. A pathway not less than 4 feet (1219 mm) wide bordering 4-foot by 8-foot (1219 mm by 2438 mm) venting cutouts every 20 feet (6096 mm) on alternating sides of the pathway.

1204.4 Ground-mounted photovoltaic panel systems. Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048 mm) shall be required for ground-mounted photovoltaic arrays.

1204.5 Buildings with rapid shutdown. Buildings with rapid shutdown solar photovoltaic systems shall have permanent labels in accordance with Sections 1204.5.1 through 1204.5.3.

1204.5.1 Rapid shutdown type. The type of solar photovoltaic system rapid shutdown shall be labeled with one of the following:

1. For solar photovoltaic systems that shut down the array and the conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of 3⁄8 inch (10 mm) in black on a yellow background. The remaining characters shall be uppercase with a minimum height of 3/16 inch (5 mm) in black on a white background. The label shall be in accordance with Figure 1204.5.1(1) and state the following:

SOLAR PV SYSTEM EQUIPPED WITH
RAPID SHUTDOWN. TURN RAPID
SHUTDOWN SWITCH TO THE “OFF”
POSITION TO SHUT DOWN PV SYSTEM
AND REDUCE SHOCK HAZARD IN
ARRAY.

2. For photovoltaic systems that only shut down conductors leaving the array, a label shall be provided. The first two lines of the label shall be uppercase characters with a minimum height of 3/8 inch (10 mm) in white on a red background and the remaining characters shall be capitalized with a minimum height of 3/16 inch (5 mm) in black on a white back-

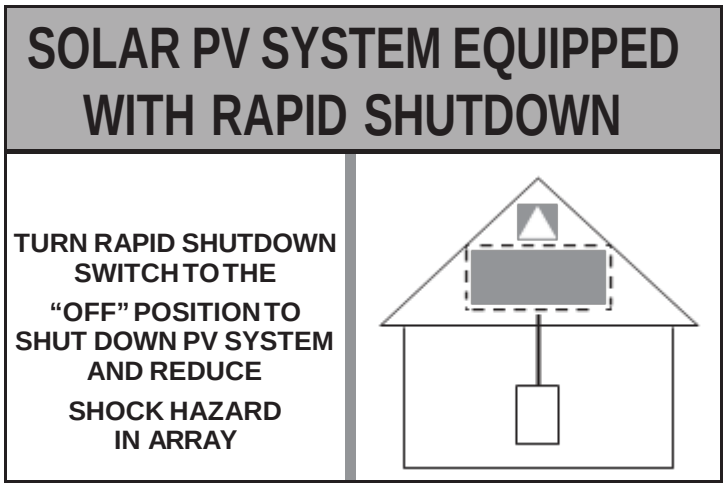


FIGURE 1204.5.1(1)
LABEL FOR SOLAR PV SYSTEMS THAT REDUCE SHOCK HAZARD WITHIN ARRAY AND SHUT DOWN CONDUCTORS LEAVING ARRAY

ground. The label shall be in accordance with Figure 1204.5.1(2) and state the following:

THIS SOLAR PV SYSTEM EQUIPPED
WITH RAPID SHUTDOWN. TURN RAPID
SHUTDOWN SWITCH TO THE “OFF”
POSITION TO SHUT DOWN CONDUCTORS
OUTSIDE THE ARRAY. CONDUCTORS
WITHIN ARRAY REMAIN
ENERGIZED IN SUNLIGHT.

1204.5.1.1 Diagram. The labels in Section 1204.5.1 shall include a simple diagram of a building with a roof. Diagram sections in red signify sections of the solar photovoltaic system that are not shut down when the rapid shutdown switch is turned off.

1204.5.1.2 Location. The rapid shutdown label in Section 1204.5.1 shall be located not greater than 3 feet (914 mm) from the service disconnecting means to which the photovoltaic systems are connected, and shall indicate the location of all identified rapid shutdown switches if not at the same location.

1204.5.2 Buildings with more than one rapid shutdown type. Solar photovoltaic systems that contain rapid shutdown in accordance with both Items 1 and 2 of Section 1204.5.1 or solar photovoltaic systems where only portions of the systems on the building contain rapid shutdown, shall provide a detailed plan view diagram of the roof showing each different photovoltaic system and a dotted line around areas that remain energized after the rapid shutdown switch is operated.

1204.5.3 Rapid shutdown switch. A rapid shutdown switch shall have a label located not greater than 3 feet (914 mm) from the switch that states the following:

RAPID SHUTDOWN SWITCH FOR SOLAR PV SYSTEM

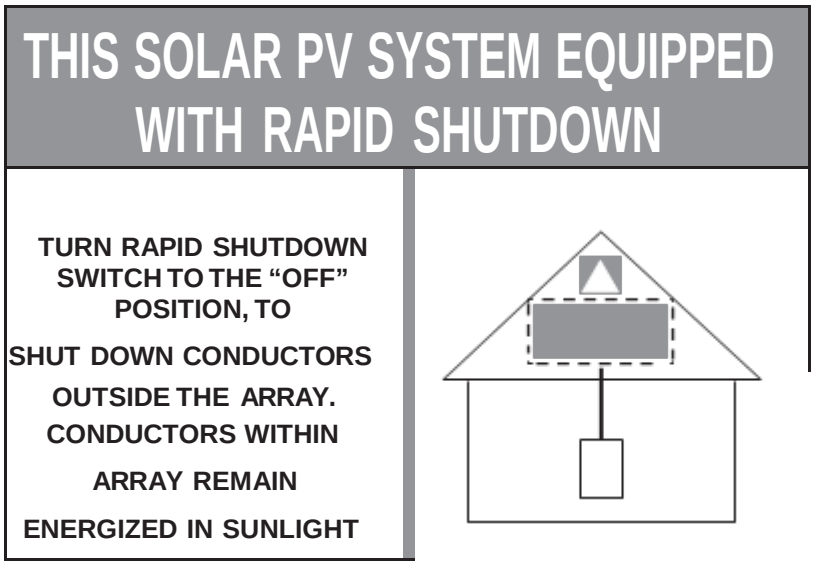


FIGURE 1204.5.1(2)
LABEL FOR SOLAR PV SYSTEMS THAT ONLY SHUT DOWN CONDUCTORS LEAVING THE ARRAY

SECTION 1205
STATIONARY FUEL CELL POWER SYSTEMS

1205.1 General. Stationary fuel cell power systems in new and existing occupancies shall comply with this section.

1205.2 Permits. Permits shall be obtained for *stationary fuel cell power systems* as set forth in Section 105.7.10.

1205.3 Equipment. Stationary fuel cell power systems shall comply with the following:

1. *Prepackaged fuel cell power systems* shall be listed and labeled in accordance with CSA FC 1.
2. The modules and components in a *preengineered fuel cell power system* shall be listed and labeled in accordance with CSA FC 1 and interconnected to complete the assembly of the system at the job site in accordance with the manufacturer's instructions and the module and component listings.
3. *Field-fabricated fuel cell power systems* shall be approved based on a review of the technical report provided in accordance with Section 104.7.2. The report shall be prepared by and bear the stamp of a registered design professional and shall include:
   - 3.1. A fire risk evaluation.
   - 3.2. An evaluation demonstrating that modules and components in the fuel cell power system comply with applicable requirements in CSA FC 1.

3.3. Documentation of the fuel cell power system's compliance with applicable NFPA 2 and NFPA 853 construction requirements.

1205.4 Installation. Stationary fuel cell power systems shall be installed and maintained in accordance with NFPA 70 and NFPA 853, the manufacturer's installation instructions, and the listing. *Stationary fuel cell power systems* fueled by hydrogen shall be installed and maintained in accordance with NFPA 2 and NFPA 70, the manufacturer's installation instructions and the listing.

1205.5 Residential use. *Stationary fuel cell power systems* shall not be installed in Group R-3 and R-4 buildings, or dwelling units associated with Group R-2 buildings unless they are specifically listed for residential use.

1205.6 Indoor installations. *Stationary fuel cell power systems* installed in indoor locations shall comply with Sections 1205.6 through 1205.6.2. For purposes of this section, an indoor location includes a roof and 50 percent or greater enclosing walls.

1205.6.1 Listed. Stationary fuel cell power systems installed indoors shall be specifically listed and labeled for indoor use.

1205.6.2 Separation. Rooms containing *stationary fuel cell power systems* shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire resistance rated construction.
2. Group A, E, I and R occupancies by 2-hour fire resistance rated construction.

Exception: Stationary fuel cell power systems with an aggregate rating less than 50 kW shall not be required to be separated from other occupancies provided that the systems comply with Section 9.3 of NFPA 853.

1205.7 Vehicle impact protection. Where *stationary fuel cell power systems* are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312.

1205.8 Outdoor installation. Stationary fuel cell power systems located outdoors shall be separated by not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Any portion of a designated means of egress system.
8. Other exposure hazards.

1205.9 Fuel supply. The design, location and installation of the fuel supply for *stationary fuel cell power systems* shall comply with Chapter 53, Chapter 58 and the *International Fuel Gas Code*, based on the particular fuel being supplied to the system.

1205.10 Manual shutoff. Access to a manual shutoff valve shall be provided for the fuel piping within 6 feet (1829 mm) of any fuel storage tank serving the fuel cell and within 6 feet (1829 mm) of the power system. If the fuel tank and the *stationary fuel cell power system* are less than 12 feet (3658 mm) apart, a single shutoff valve shall be permitted. If the *stationary fuel cell power system* is located indoors, the shutoff valve shall be located outside of the room in which the system is installed, unless otherwise approved by the *fire code official*.

1205.11 Ventilation and exhaust. Ventilation and exhaust for stationary fuel cell power systems shall be provided in accordance with NFPA 853.

1205.12 Fire suppression. Fire suppression for stationary fuel cell power system installations shall be provided in accordance with NFPA 853.

1205.13 Gas detection systems. Stationary fuel cell power systems shall be provided with a gas detection system. Detection shall be provided in approved locations in the fuel cell power system enclosure, the exhaust system or the room that encloses the fuel cell power system. The system shall be designed to activate at a flammable gas concentration of not more than 25 percent of the lower flammable limit (LFL).

1205.13.1 System activation. The activation of the gas detection system shall automatically:

1. Close valves between the gas supply and the fuel cell power system.
2. Shut down the fuel cell power system.
3. Initiate local audible and visible alarms in approved locations.

SECTION 1206
ELECTRICAL ENERGY STORAGE SYSTEMS

1206.1 Scope. The provisions in this section are applicable to energy storage systems designed to provide electrical power to a building or facility. These systems are used to provide standby or emergency power, an uninterruptable power supply, load shedding, load sharing or similar capabilities. Energy storage system in Group R-3 and R-4 occupancies in accordance with 1206.2.1 and 1206.4.

1206.1.1 PERMITS. PERMITS SHALL BE OBTAINED FOR THE CONSTRUCTION AND OPERATION OF STATIONARY STORAGE BATTERY SYSTEMS WITH A CAPACITY OF MORE THAN 3 KWH IN ACCORDANCE WITH SECTION 105.7.2.

Exception: Operating permits are not required for Group R-3 and R-4 occupancies.

1**206.2 Stationary storage battery systems**. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with Section 1206.2.1 through 1206.2.12.6, as applicable. APPROVED SIGNAGE IS REQUIRED FOR ALL INSTALLATIONS.

1206.2.1 Permits. Permits shall be obtained for the construction and operation of stationary storage battery systems WITH A CAPACITY OF MORE THAN 3 KWH in accordance with Section 105.7.2.

1206.2.2 Construction documents. The following information shall be provided with the permit application:

1. Location and layout diagram of the room in which the stationary storage battery system is to be installed.
2. Details on hourly fire-resistance-rated assemblies provided.
3. Quantities and types of storage batteries and battery systems.
4. Manufacturer's specifications, ratings and listings of storage batteries and battery systems.
5. Details on energy management systems.
6. Location and content of signage.
7. Details on fire-extinguishing, smoke detection and ventilation systems.
8. Rack storage arrangement, including seismic support criteria.

TABLE 1206.2
BATTERY STORAGE SYSTEM THRESHOLD QUANTITIES.

BATTERY TECHNOLOGY	CAPACITY[a]
Flow batteries[b]	20 kWh
Lead acid, all types	70 kWh
Lithium, all types	20 kWh
Nickel cadmium (Ni-Cd)	70 kWh
Sodium, all types	20 kWh[c]
Other battery technologies	10 kWh

For SI:1 kilowatt hour = 3.6 megajoules.
a. For batteries rated in amp-hours, kWh shall equal rated voltage times amp-hour rating divided by 1000.
b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.
c. 70 kWh for sodium-ion technologies.

1206.2.3 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.7.2 under any of the following conditions:

1. Battery technologies not specifically identified in Table 1206.2 are provided.
2. More than one stationary storage battery technology is provided in a room or indoor area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities in accordance with Section 1206.2.9.

1206.2.3.1 Fault condition. The hazard mitigation analysis shall evaluate the consequences of the following failure modes, and others deemed necessary by the *fire code official*. Only single-failure modes shall be considered.

1. Thermal runaway condition in a single-battery storage rack, module or array.
2. Failure of any energy management system.
3. Failure of any required ventilation system.
4. Voltage surges on the primary electric supply.
5. Short circuits on the load side of the stationary battery storage system.
6. Failure of the smoke detection, fire-extinguishing or gas detection system.
7. Spill neutralization not being provided or failure of the secondary containment system.

8. ~~Failure of air conditioning system~~. FAILURE OF TEMPERATURE CONTROL.

1206.2.3.2 Analysis approval. The *fire code official* is authorized to approve the hazardous mitigation analysis provided that the hazard mitigation analysis demonstrates all of the following:

1. Fires or explosions will be contained within unoccupied battery storage rooms for the minimum duration of the fire-resistance-rated walls identified in Table 509.1 of the *International Building Code*.
2. Fires and explosions in battery cabinets in occupied work centers will be detected in time to allow occupants within the room to evacuate safely.
3. Toxic and highly toxic gases released during fires and other fault conditions shall not reach concentrations in excess of Immediately Dangerous to Life or Health (IDLH) levels in the building or adjacent means of egress routes during the time deemed necessary to evacuate from that area.
4. Flammable gases released from batteries during charging, discharging and normal operation shall not exceed ~~25~~ 10 percent of their lower flammability limit (LFL).
5. Flammable gases released from batteries during fire, overcharging and other abnormal conditions shall not create an explosion hazard that will injure occupants or emergency responders.

1206.2.3.3 Additional protection measures. Construction, equipment and systems that are required for the stationary storage battery system to comply with the hazardous mitigation analysis, including but not limited to those specifically described in Section 1206.2, shall be installed, maintained and tested in accordance with nationally recognized standards and specified design parameters.

1206.2.3.4 LARGE SCALE FIRE TESTING. WHERE REQUIRED IN SECTION 1206, LARGE SCALE FIRE TESTING SHALL BE CONDUCTED ON A REPRESENTATIVE STATIONARY STORAGE BATTERY SYSTEM IN ACCORDANCE WITH UL 9540A. THE TESTING SHALL BE CONDUCTED OR WITNESSED AND REPORTED BY AN APPROVED TESTING LABORATORY. THE TEST REPORT SHALL BE PROVIDED TO THE *FIRE CODE OFFICIAL* FOR REVIEW AND APPROVAL IN ACCORDANCE WITH SECTION 104.7.2.

1206.2.3.5 FIRE REMEDIATION. WHERE A FIRE OR OTHER EVENT HAS DAMAGED A STATIONARY STORAGE BATTERY SYSTEM AND IGNITION OR RE-IGNITION OF THE STATIONARY STORAGE BATTERY SYSTEM IS POSSIBLE, THE *FIRE CODE OFFICIAL* MAY REQUIRE THE SYSTEM OWNER, AGENT, OR LESSEE, TAKE ACTIONS, AT THEIR EXPENSE, TO MITIGATE THE HAZARD OR REMOVE THE DAMAGED EQUIPMENT FROM THE PREMISE TO A SAFE LOCATION.

1206.2.3.6 FORENSIC ANALYSIS. THE *FIRE CODE OFFICIAL* MAY ALSO REQUIRE A FORENSIC ANALYSIS OF THE CAUSE OF FAILURE BY AN INDEPENDENT LABORATORY APPROVED BY THE *FIRE CODE OFFICIAL* IN ACCORDANCE WITH SECTION 104.10.2.

1206.2.4 Seismic and structural design. Stationary storage battery systems shall comply with the seismic design requirements in Chapter 16 of the *International Building Code*, and shall not exceed the floor-loading limitation of the building.

1206.2.5 Vehicle impact protection. Where stationary storage battery systems are subject to impact by a motor vehicle, including fork lifts, vehicle impact protection shall be provided in accordance with Section 312.

1206.2.6 Combustible storage. Combustible materials not related to the stationary storage battery system shall not be stored in battery rooms, cabinets or enclosures. Combustible materials in occupied work centers covered by Section 1206.2.8.5 shall not be stored less than 3 feet (915 mm) from battery cabinets.

1206.2.7 Testing, maintenance and repair. Storage batteries and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any storage batteries or system components used to replace existing units shall be compatible with the battery charger, energy management systems, other storage batteries and other safety systems. Introducing other types of storage batteries into the stationary storage battery system or other types of electrolytes into flow battery systems shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

1206.2.8 Location and construction. Rooms and areas containing stationary storage battery systems shall be designed, located and constructed in accordance with Sections 1206.2.8.1 through 1206.2.8.7.4.

1206.2.8.1 Location. Stationary storage battery systems shall not be located in THE FOLLOWING areas:

1. Where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access,

2. ~~or~~ Where the floor level is ~~located more than 30 feet (9144 mm)~~ below the finished floor of the lowest level of exit discharge.

Exceptions:

1. Lead acid and nickel cadmium stationary storage battery systems LESS THAN 50 VAC AND 60 VDC INSTALLED IN FACILITIES UNDER THE EXCLUSIVE CONTROL OF COMMUNICATIONS UTILITIES IN ACCORDANCE WITH NFPA 76.
2. WHERE APPROVED, INSTALLATIONS SHALL BE PERMITTED IN UNDERGROUND VAULTS COMPLYING WITH NFPA 70, ARTICLE 450, PART III.
3. WHERE APPROVED BY THE *FIRE CODE OFFICIAL*, INSTALLATIONS SHALL BE PERMITTED ON HIGHER AND LOWER FLOORS.
4. Installations on noncombustible rooftops of buildings exceeding 75 feet (22 860 mm) in height that do not obstruct fire department rooftop operations, where *approved* by the *fire code official.*

1206.2.8.2 Separation. Rooms containing stationary storage battery systems shall be separated from other areas of the building in accordance with Section 509.1 of the *International Building Code*. Battery systems shall be allowed to be in the same room with the equipment they support.

1206.2.8.3 Stationary battery arrays. Storage batteries, prepackaged stationary storage battery systems and preengineered stationary storage battery systems shall be segregated into stationary battery arrays not exceeding 50 kWh (180 megajoules) each. Each stationary battery array shall be spaced not less than 3 feet (914 mm) from other stationary battery arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead acid and nickel cadmium storage battery arrays.
2. Listed preengineered stationary storage battery systems and prepackaged stationary storage battery systems shall not exceed 250 kWh (900 megajoules) each.
3. The *fire code official* is authorized to approve listed, preengineered and prepackaged battery arrays with larger capacities or smaller battery array spacing if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving one array will not propagate to an adjacent array, and be contained within the room for a duration equal to the fire-resistance rating of the room separation specified in Table 509 of the *International Building Code*.

1206.2.8.4 Separate rooms. Where stationary batteries are installed in a separate equipment room that can be accessed only by authorized personnel, they shall be permitted to be installed on an open rack for ease of maintenance.

1206.2.8.5 Occupied work centers. Where stationary storage batteries are located in an occupied work center, they shall be housed in a noncombustible cabinet or other enclosure to prevent access by unauthorized personnel.

1206.2.8.5.1 Cabinets. Where stationary batteries are contained in cabinets in occupied work centers, the cabinet enclosures shall be located within 10 feet (3048 mm) of the equipment that they support.

1206.2.8.6 Signage. Approved signs shall be provided on OR ADJACENT TO ALL ENTRY DOORS FOR ~~or in locations near entrances to stationary storage battery system rooms~~ BATTERY STORAGE ROOMS OR AREAS AND ON ENCLOSURES OF BATTERY STORAGE CABINETS AND WALK-IN UNITS LOCATED OUTDOORS, ON ROOFTOPS OR IN OPEN PARKING GARAGES. SIGNS DESIGNED TO MEET BOTH THE REQUIREMENTS OF THIS SECTION AND NFPA 70 SHALL BE PERMITTED. THE SIGNAGE ~~and~~ shall include the following or equivalent:

~~1. The room contains energized battery systems.~~
~~2. The room contains energized electrical circuits.~~
~~3. The additional markings required in Section 1206.2.12 for the types of storage batteries contained within the room.~~
1. "ENERGY STORAGE SYSTEM", "BATTERY STORAGE SYSTEM", "CAPACITOR ENERGY STORAGE SYSTEM", OR THE EQUIVALENT.
2. THE IDENTIFICATION OF THE ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM TECHNOLOGY PRESENT. "ENERGIZED ELECTRICAL CIRCUITS"
3. IF WATER REACTIVE ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM ARE PRESENT THE SIGNAGE SHALL INCLUDE "APPLY NO WATER"
4. CURRENT CONTACT INFORMATION, INCLUDING PHONE NUMBER, FOR PERSONNEL AUTHORIZED TO SERVICE THE EQUIPMENT AND FIRE MITIGATION PERSONNEL.

Exception: Existing stationary storage battery systems shall be permitted to include the signage required at the time it was installed.

1206.2.8.6.1 Electrical disconnects. Where the stationary storage battery system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means indicating the location of stationary storage battery system disconnecting means in accordance with NFPA 70.

1206.2.8.6.2 Cabinet signage. Battery storage cabinets provided in occupied work centers in accordance with Section 1206.2.8.5 shall have exterior labels that identify the manufacturer and model number of the system and electrical rating (voltage and current) of the contained battery system. There shall be signs within the cabinet that indicate the relevant electrical and chemical hazards, as required by Section 1206.2.12.

1206.2.8.7 Outdoor installations. Stationary storage battery systems located outdoors shall comply with Sections 1206.2.8.7 through 1206.2.8.7.4, in addition to all applicable requirements of Section 1206.2. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as battery storage rooms.

REMOTE OUTDOOR INSTALLATIONS INCLUDE STATIONARY BATTERY SYSTEMS LOCATED MORE THAN 100 FEET FROM BUILDINGS, PROPERTY LINES, PUBLIC WAYS, STORED COMBUSTIBLE STORAGE, HAZARDOUS MATERIALS, HIGH PILED STOCK AND OTHER EXPOSURE HAZARDS.

INSTALLATIONS NEAR EXPOSURES INCLUDE ALL OUTDOOR STATIONARY BATTERY SYSTEMS THAT ARE NOT MORE THAN 100 FEET FROM BUILDINGS, PROPERTY LINES, PUBLIC WAYS, STORED COMBUSTIBLE STORAGE, HAZARDOUS MATERIALS, HIGH PILED STOCK AND OTHER EXPOSURE HAZARDS.

Exception: Stationary battery arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

TABLE 1206.2.8.7 OUTDOOR INSTALLATIONS

COMPLIANCE REQUIRED	REMOTE INSTALLATIONS	INSTALLATIONS NEAR EXPOSURE
GENERAL INSTALLATION	YES	YES
SIZE AND SEPARATION	NO	YES [A]
SMOKE AND AUTOMATIC FIRE	YES	YES
FIRE SUPPRESSION	YES [B]	YES
MAXIMUM ENCLOSURE	YES	YES
VEGETATION CONTROL	YES	YES
MEANS OF EGRESS	YES	YES
CLEARANCE TO	YES	YES
TECHNOLOGY SPECIFIC	YES	YES

A. IN OUTDOOR WALK-IN UNITS, SPACING IS NOT REQUIRED BETWEEN ENERGY STORAGE SYSTEMS UNITS AND THE WALLS OF THE ENCLOSURE.

B. WHERE APPROVED BY THE *FIRE CODE OFFICIAL*, FIRE SUPPRESSION SYSTEMS ARE PERMITTED TO BE OMITTED.

1206.2.8.7.1 Separation. Stationary storage battery systems located outdoors shall be separated by a minimum 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.

7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve smaller separation distances if largescale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.2.8.7.2 Means of egress. Stationary storage battery systems located outdoors shall be separated from any *means of egress* as required by the *fire code official* to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an *approved* testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.2.8.7.3 Security of outdoor areas. Outdoor areas in which stationary storage battery systems are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.2.8.7.4 Walk-in units. Where a stationary storage battery system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of batteries and electronics, and shall not be occupied for other purposes.

1206.2.9 Maximum allowable quantities. *Fire areas* within buildings containing stationary storage battery systems exceeding the maximum allowable quantities in Table 1206.2.9 shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

Exception: Where approved by the *fire code official*, areas containing stationary storage batteries that exceed the amounts in Table 1206.2.9 shall be treated as incidental use areas and not Group H occupancies based on a hazardous mitigation analysis in accordance with Section 1206.2.3 and large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory.

1206.2.9.1 Mixed battery systems. Where areas within buildings contain different types of storage battery technologies, the total aggregate quantities of batteries shall be determined based on the sum of percentages of each battery type quantity divided by the maximum allowable quantity of each battery type. If the sum of the percentages exceeds 100 percent, the area shall be treated as a Group H occupancy in accordance with Table 1206.2.9.

TABLE 1206.2.9
MAXIMUM ALLOWABLE BATTERY QUANTITIES

BATTERY TECHNOLOGY	MAXIMUM ALLOWABLE QUANTITIES[a]	GROUP H OCCUPANCY
Flow batteries[b]	600 kWh	Group H-2
Lead acid, all types	Unlimited	Not Applicable
Lithium, all types	600 kWh	Group H-2
Nickel cadmium (Ni-Cd)	Unlimited	Not Applicable
Sodium, all types	600 kWh	Group H-2
Other battery technologies	200 kWh	Group H-2[c]

For SI:1 kilowatt hour = 3.6 megajoules.

a. For batteries rated in amp-hours, Kilowatt-hours (kWh) shall equal rated battery voltage times the amp-hour rating divided by 1,000.

b. Shall include vanadium, zinc-bromine, polysulfide-bromide, and other flowing electrolyte-type technologies.

c. Shall be a Group H-4 occupancy if the *fire code official* determines that a fire or thermal runaway involving the battery technology does not represent a significant fire hazard.

1206.2.10 Storage batteries and equipment. The design and installation of storage batteries and related equipment shall comply with Sections 1206.2.10.1 through 1206.2.10.8.

BATTERY STORAGE SYSTEMS INSTALLATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF TABLE 1206.2.10

TABLE 1206.2.10 BATTERY TECHNOLOGY SPECIFIC

Compliance Required [b]	Battery Technology	Other Battery Storage Systems and Battery Technologies [b]

	LEAD-	NI-CAD & NI- MH	LITHIUM-ION	FLOW	
EXHAUST VENTILATION	YES	YE	YES	YES	YES
SPILL CONTROL AND	YES [C]	YES [C]	NO	YES	YES
EXPLOSION CONTROL	YES [A]	YES [A]	YES	YES	YES
SAFETY CAPS	YES	YE	NO	YES	YES
THERMAL RUNAWAY	YES [D]	YE	YES [E]	YES	YES [E]

A. NOT REQUIRED FOR LEAD-ACID AND NICKEL CADMIUM BATTERIES AT FACILITIES UNDER THE EXCLUSIVE CONTROL OF COMMUNICATIONS UTILITIES THAT COMPLY WITH NFPA 76 AND OPERATE AT LESS THAN 50 VAC AND 60 VDC.
B. PROTECTION SHALL BE PROVIDED UNLESS DOCUMENTATION ACCEPTABLE TO THE *FIRE CODE OFFICIAL* IS PROVIDED IN ACCORDANCE WITH 2021 *INTERNATIONAL FIRE CODE* SECTION 104.7.2 THAT PROVIDES JUSTIFICATION WHY THE PROTECTION IS NOT NECESSARY BASED ON THE TECHNOLOGY USED.
C. APPLICABLE TO VENTED (I.E. FLOODED) TYPE NICKEL CADMIUM AND LEAD ACID BATTERIES.
D. NOT REQUIRED FOR VENTED (I.E. FLOODED) TYPE LEAD ACID BATTERIES.
E. THE THERMAL RUNAWAY PROTECTION IS PERMITTED TO BE PART OF A BATTERY MANAGEMENT SYSTEM THAT HAS BEEN EVALUATED WITH THE BATTERY AS PART OF THE EVALUATION TO UL 1973.

1206.2.10.1 Listings. Storage batteries and battery storage systems shall comply with the following:
1. Storage batteries shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary storage battery systems shall be listed in accordance with UL 9540.

Exception: Lead-acid batteries are not required to be listed.

1206.2.10.2 Prepackaged and preengineered systems. Prepackaged and preengineered stationary storage battery systems shall be installed in accordance with their listing and the manufacturer's instructions.

1206.2.10.3 Energy management system. An approved energy management system shall be provided for battery technologies other than lead-acid and nickel cadmium for monitoring and balancing cell voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location AND TO AN *APPROVED* ANNUNCIATOR PANEL if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.2.10.3.1 ANNUNCIATOR PANEL. THE *APPROVED* ANNUNCIATOR PANEL SHALL VISIBLY INDICATE ANY HAZARDOUS TEMPERATURE OR OTHER CONDITIONS. THE LOCATION OF THE ANNUNCIATOR PANEL SHALL BE APPROVED BY THE *FIRE CODE OFFICIAL*.

1206.2.10.4 Battery chargers. Battery chargers shall be compatible with the battery chemistry and the manufacturer's electrical ratings and charging specifications. Battery chargers shall be listed and labeled in accordance with UL 1564 or provided as part of a listed preengineered or prepackaged stationary storage battery system.

1206.2.10.5 Inverters. Inverters shall be listed and labeled in accordance with UL 1741. Only inverters listed and labeled for utility interactive system use and identified as interactive shall be allowed to operate in parallel with the electric utility power system to supply power to common loads.

1206.2.10.6 Safety caps. Where required by Table 1206.2.10, ~~Vented~~ batteries shall be provided with flame-arresting safety caps.

1206.2.10.7 Thermal runaway. Where required by ~~Section 1206.2.12,~~ TABLE 1206.2.10 storage batteries shall be provided with a listed device or other approved method to prevent, detect and control thermal runaway.

1206.2.10.8 Toxic and highly toxic gas. Stationary storage battery systems that have the potential to release toxic and highly toxic gas during charging, discharging and normal use conditions shall comply with Section 1206.2.11.3 and Chapter 60.

1206.2.11 ~~Fire extinguishing and detection systems~~. FIRE PROTECTION AND LIFE SAFETY SYSTEMS. Fire~~-extinguishing~~ PROTECTION AND LIFE SAFETY ~~and detection~~ systems shall be provided in accordance with Sections 1206.2.11.1 through 1206.2.11.~~5.~~7. ALL ALARM, AND SUPERVISORY SIGNALS FROM THE FIRE PROTECTION AND LIFE SAFETY SYSTEMS SHALL BE TRANSMITTED TO A CENTRAL STATION, PROPRIETARY OR REMOTE STATION SERVICE IN ACCORDANCE WITH NFPA 72, AND TO AN APPROVED ANNUNCIATOR PANEL.

1206.2.11.1 Fire-extinguishing systems. Rooms AND AREAS WITHIN BUILDINGS AND WALK-IN UNITS containing stationary storage battery systems electrochemical BATTERY ENERGY STORAGE SYSTEMS shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific technologies of storage batteries shall be in accordance with Chapter 5 of NFPA 13. If the storage battery types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the fire-extinguishing system based on full scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

Exception: Spaces or areas containing stationary storage battery systems used exclusively for telecommunications equipment in accordance with Section 903.2.

1206.2.11.1.1 FIRE-EXTINGUISHING SYSTEMS. ROOMS AND AREAS WITHIN BUILDINGS AND WALK-IN UNITS CONTAINING ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEMS SHALL BE PROTECTED BY AN AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH THE MOST STRINGENT OF THE FOLLOWING:

1. AN *AUTOMATIC SPRINKLER SYSTEM* DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 WITH A MINIMUM DENSITY OF 0.6 GPM/FT.^{2} BASED ON THE FIRE AREA OR 2,500 FT.^{2} (232 M^2) DESIGN AREA, WHICHEVER IS SMALLER.
2. WHERE *APPROVED*, AN AUTOMATIC SPRINKLER SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 WITH A SPRINKLER HAZARD CLASSIFICATION BASED ON LARGE SCALE FIRE TESTING.
3. THE FOLLOWING ALTERNATE AUTOMATIC FIRE EXTINGUISHING SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 904, PROVIDED THE INSTALLATION IS APPROVED BY THE *FIRE CODE OFFICIAL* BASED ON LARGE SCALE FIRE TESTING

EXCEPTION: FIRE SUPPRESSION SYSTEMS FOR LEAD ACID AND NICKEL CADMIUM BATTERY SYSTEMS AT FACILITIES UNDER THE EXCLUSIVE CONTROL OF COMMUNICATIONS UTILITIES THAT OPERATE AT LESS THAN 50 VAC AND 60 VDC SHALL BE PROVIDED WHERE REQUIRED BY NFPA 76.

1206.2.11.1.2 FIRE DEPARTMENT CONNECTIONS. FIRE DEPARTMENT CONNECTIONS SHALL BE INSTALLED IN AN *APPROVED* LOCATION.

1206.2.11.1.3 HYDRANTS. FIRE HYDRANTS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CHAPTER 5 AND CHAPTER 9.

1206.2.11.1.4 Alternative fire-extinguishing systems. Battery systems that utilize water-reactive materials shall be protected by an *approved* alternative automatic fire extinguishing system in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of storage batteries in the room. The *fire code official* shall be permitted to approve the alternative fire extinguishing system based on full-scale fire and fault condition testing conducted or witnessed and reported by an *approved* laboratory.

1206.2.11.~~2.~~1.5 Smoke detection system. An *approved automatic smoke detection system* shall be installed in rooms containing *stationary storage battery systems* in accordance with Section 907.2.

1206.2.11.3 Ventilation. Where required by ~~Section 1206.2.3 or 1206.2.12~~ TABLE 1206.2.10, ventilation of rooms containing stationary storage battery systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to ~~25~~ 10 percent of the lower flammability limit, or for hydrogen, 1.0 percent of the total volume of the room.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 m^3/(s • m^2)] of floor area, but not less than 150 cfm (4 m^3/min). The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1206.2.11.3.1 Cabinet ventilation. Where cabinets located in occupied spaces contain storage batteries that are required by ~~Section 1206.2.3 or 1206.2.12~~ TABLE 1206.2.10 to be provided with ventilation, the cabinet shall be provided with ventilation in accordance with Section 1206.2.11.3.

1206.2.11.3.2 Supervision. Required mechanical ventilation systems for rooms and cabinets containing storage batteries shall be supervised by an *approved* central station, proprietary or remote station service or shall initiate an audible and visual signal at an *approved* constantly attended on-site location.

1206.2.11.3.3 STANDBY POWER. MECHANICAL EXHAUST VENTILATION SHALL BE PROVIDED WITH A MINIMUM OF 6 HOURS OF STANDBY POWER IN ACCORDANCE WITH *INTERNATIONAL BUILDING CODE*.

SEPARATION SHALL BE IN ACCORDANCE WITH NFPA 70.

WHERE THE BUILDING, OR A PORTION OF THE BUILDING, SERVED BY THE MECHANICAL EXHAUST VENTILATION IS INTENDED TO REMAIN OPERATIONAL / OCCUPIED DURING A UTILITY POWER OUTAGE, THROUGH THE USE OF AN ELECTRICAL STANDBY POWER SYSTEM, WHETHER REQUIRED OR OPTIONAL; THE MECHANICAL EXHAUST VENTILATION SHALL BE CONNECTED TO BOTH THE NORMAL ELECTRICAL SERVICE AND EMERGENCY OR STANDBY POWER SYSTEM FOR EQUIVALENT TIME PERIODS.

1206.2.11.3.4MECHANICAL EXHAUST VENTILATION CONTROLS. CLEARLY IDENTIFIED SEPARATE SWITCHES SHALL BE PROVIDED TO BOTH TO ACTIVATE THE MECHANICAL EXHAUST VENTILATION SYSTEM AND TO SHUTOFF THE VENTILATION SYSTEM.

1206.2.11.4 Gas detection system. Where required by Section 1206.2.3 or 1206.2.10.8 rooms containing stationary storage battery systems shall be protected by a gas detection system complying with Section 916. The gas detection system shall be designed to activate where the level of flammable gas exceeds ~~25~~ 10 percent of the lower flammable limit (LFL), or where the level of toxic or highly toxic gas exceeds one half of the IDLH.

1206.2.11.4.1 System activation. Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visible alarms in the battery storage room.
2. Transmission of an alarm to an approved location.
3. De-energizing of the battery charger.
4. Activation of the mechanical ventilation system, where the system is interlocked with the gas detection system.

Exception: Lead-acid and nickel-cadmium stationary storage battery systems shall not be required to comply with Items 1, 2 and 3.

1206.2.11.5 Spill control and neutralization. Where required by ~~Section 1206.2.12~~ TABLE 1206.2.10, approved methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing stationary storage batteries as follows:

1. For batteries with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For batteries with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.2.11.5.1 SPILL CONTROL BARRIER. EACH RACK OF BATTERIES, OR GROUP OF RACKS SHALL BE PROVIDED WITH A LIQUID-TIGHT 4-INCH (102 MM) SPILL CONTROL BARRIER WHICH EXTENDS AT LEAST 1-INCH (25 MM) BEYOND THE BATTERY RACK IN ALL DIRECTIONS.

1206.2.11.6 EXPLOSION CONTROL. WHERE REQUIRED BY TABLE 1206.2.10, EXPLOSION CONTROL, COMPLYING WITH SECTION 911, NFPA 68 AND NFPA 69, SHALL BE PROVIDED FOR ROOMS, AREAS OR WALK-IN UNITS CONTAINING ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM TECHNOLOGIES.

EXCEPTIONS:

1. WHERE APPROVED, EXPLOSION CONTROL IS PERMITTED TO BE WAIVED BY THE *FIRE CODE OFFICIAL* BASED ON LARGE SCALE FIRE TESTING WHICH DEMONSTRATES THAT FLAMMABLE GASES ARE NOT LIBERATED FROM ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM CELLS OR MODULES.
2. WHERE APPROVED, EXPLOSION CONTROL IS PERMITTED TO BE WAIVED BY THE *FIRE CODE OFFICIAL* BASED ON DOCUMENTATION PROVIDED IN ACCORDANCE WITH SECTION 104.7 THAT DEMONSTRATES THAT THE ELECTROCHEMICAL BATTERY ENERGY STORAGE SYSTEM TECHNOLOGY TO BE USED DOES NOT HAVE THE POTENTIAL TO RELEASE FLAMMABLE GAS CONCENTRATIONS IN EXCESS OF 25 PERCENT OF THE LOWER FLAMMABLE LIMIT (LFL) ANYWHERE IN THE ROOM, AREA, WALK-IN UNIT OR STRUCTURE UNDER THERMAL RUNAWAY OR OTHER FAULT CONDITIONS.

1206.2.11.7 EMERGENCY ENERGY RELEASE. AN APPROVED MEANS MUST BE PROVIDED TO SAFELY RELEASE STORED ENERGY FROM THE BATTERIES IN AN EMERGENCY SITUATION.

1206.2.12 Specific battery-type requirements. This section includes requirements applicable to specific types of storage batteries. Stationary storage battery systems with more than one type of storage battery shall comply with requirements applicable to each battery type.

VENTILATION, SPILL CONTROL AND NEUTRALIZATION, EXPLOSION CONTROL, SAFETY CAPS AND THERMAL RUNAWAY SHALL BE REQUIRED IN ACCORDANCE WITH TABLE 1206.2.10

1206.2.12.1 Lead-acid storage batteries. Stationary storage battery systems utilizing lead-acid storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

1. THE SIGNAGE IN SECTION1206.2.8.6 SHALL INDICATE THE ROOM CONTAINS LEAD-ACID BATTERIES.

~~2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~3. Thermal runaway protection shall be provided for valve-regulated lead-acid (VRLA) storage batteries in accordance with Section 1206.2.10.7.~~

~~4. The signage in Section 1206.2.8.6 shall indicate the room contains lead-acid batteries.~~

1206.2.12.2 Nickel-cadmium (Ni-Cd) storage batteries. *Stationary storage battery systems* utilizing nickel cadmium (Ni-Cd) storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

1. THE SIGNAGE IN SECTION1206.2.8.6 SHALL INDICATE THE ROOM CONTAINS LEAD-ACID BATTERIES.

~~2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~3. Thermal runaway protection shall be provided for valve-regulated sealed nickel-cadmium storage batteries in accordance with Section 1206.2.10.7.~~

~~4. The signage in Section 1206.2.8.6 shall indicate the room contains nickel-cadmium batteries.~~

1206.2.12.3 Lithium-ion storage batteries. The signage in Section 1206.2.8.6 shall indicate the type of lithium batteries contained in the room.

1206.2.12.4 Sodium-beta storage batteries. *Stationary storage battery systems* utilizing sodium-beta storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

1. The signage in Section 1206.2.8.6 shall indicate the type of sodium batteries in the room and include the instructions, "APPLY NO WATER."

1206.2.12.5 Flow storage batteries. Stationary storage battery systems utilizing flow storage batteries shall comply with the following:

~~1. Ventilation shall be provided in accordance with Section 1206.2.11.3.~~

~~2. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~3.~~ 1. The signage required in Section 1206.2.8.6 shall indicate the type of flow batteries in the room.

1206.2.12.6 Other battery technologies. *Stationary storage battery systems* utilizing battery technologies other than those described in Sections 1206.2.12.1 through 1206.2.12.5 shall comply with the following:

1. Gas detection systems complying with Section 916 shall be provided in accordance with Section 1206.2.11.4 where the batteries have the potential to produce toxic or highly toxic gas in the storage room or cabinet in excess of the permissible exposure limits (PEL) during charging, discharging and normal system operation.

~~2. Mechanical ventilation shall be provided in accordance with Section 1206.2.11.3.~~

~~3. Spill control and neutralization shall be in accordance with Section 1206.2.11.5.~~

~~4.~~ 2. In addition to the signage required in Section 1206.2.8.6, the marking shall identify the type of batteries present, describe the potential hazards associated with the battery type, and indicate that the room contains energized electrical circuits.

1206.2.13 SPECIAL INSTALLATIONS. ROOFTOP AND OPEN PARKING GARAGE BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS SHALL COMPLY WITH SECTIONS 1206.2.13 THROUGH 1206.2.13.6. SIGNAGE SHALL COMPLY WITH SECTION 1206.2.8.6.

1206.2.13.1 ROOFTOP INSTALLATIONS. FOR THE PURPOSE OF TABLE 1206.2.12.7, ROOFTOP INSTALLATIONS ARE THOSE LOCATED ON THE ROOFS OF BUILDINGS.

1**206.2.13.2 OPEN PARKING GARAGE INSTALLATIONS**. FOR THE PURPOSE OF TABLE 1206.2.13, OPEN PARKING GARAGE INSTALLATIONS ARE THOSE LOCATED IN A STRUCTURE OR PORTION OF A STRUCTURE THAT COMPLIES WITH SECTION 406.5 OF THE *INTERNATIONAL BUILDING CODE*.

TABLE 1206.2.13 SPECIAL INSTALLATIONS

COMPLIANCE REQUIRED	ROOFTOPS	OPEN PARKING GARAGES
GENERAL INSTALLATION	YES	YES
SIZE AND SEPARATION	YES	YES
SMOKE AND AUTOMATIC FIRE	YES	YES
MAXIMUM ENCLOSURE SIZE	YES	YES
MEANS OF EGRESS	YES	YES
CLEARANCE TO EXPOSURES	YES	YES
FIRE SUPPRESSION	YES	YES
TECHNOLOGY SPECIFIC	YES	YES

1206.2.13.3 CLEARANCE TO EXPOSURES. BATTERY STORAGE SYSTEMS LOCATED ON ROOFTOPS AND IN OPEN PARKING GARAGES SHALL BE SEPARATED BY A MINIMUM 10 FEET (3048 MM) FROM THE FOLLOWING EXPOSURES:

1. BUILDINGS, EXCEPT THE BUILDING ON WHICH ROOFTOP BATTERY ENERGY STORAGE SYSTEM IS MOUNTED
2. ANY PORTION OF THE BUILDING ON WHICH A ROOFTOP SYSTEM IS MOUNTED THAT IS ELEVATED ABOVE THE ROOFTOP ON WHICH THE SYSTEM IS INSTALLED
3. LOT LINES
4. PUBLIC WAYS
5. STORED COMBUSTIBLE MATERIALS
6. LOCATIONS WHERE MOTOR VEHICLES CAN BE PARKED
7. HAZARDOUS MATERIALS
8. OTHER EXPOSURE HAZARDS

EXCEPTIONS:

1. CLEARANCES ARE PERMITTED TO BE REDUCED TO 3 FEET (914 MM) WHERE A 1-HOUR FREE STANDING FIRE BARRIER, SUITABLE FOR EXTERIOR USE, AND EXTENDING 5 FEET (1524 MM) ABOVE AND EXTENDING 5 FEET (1524 MM) BEYOND THE PHYSICAL BOUNDARY OF THE BATTERY ENERGY STORAGE SYSTEM INSTALLATION IS PROVIDED TO PROTECT THE EXPOSURE.
2. CLEARANCES ARE PERMITTED TO BE REDUCED TO 3 FEET (914 MM) WHERE A WEATHERPROOF ENCLOSURE CON-STRUCTED OF NONCOMBUSTIBLE MATERIALS IS PROVIDED OVER THE BATTERY ENERGY STORAGE SYSTEM AND IT HAS BEEN DEMONSTRATED THAT A FIRE WITHIN THE ENCLOSURE WILL NOT IGNITE COMBUSTIBLE MATERIALS OUTSIDE THE ENCLOSURE BASED ON LARGE SCALE FIRE TESTING.

1206.2.13.4 FIRE SUPPRESSION SYSTEMS. BATTERY STORAGE SYSTEMS LOCATED IN WALK-IN UNITS ON ROOFTOPS OR IN WALK-IN UNITS IN OPEN PARKING GARAGES SHALL BE PROVIDED WITH AUTOMATIC FIRE SUPPRESSION SYSTEMS WITHIN THE BATTERY ENERGY STORAGE SYSTEM ENCLOSURE IN ACCORDANCE WITH SECTION 1206.2.11.1. AREAS CONTAINING BATTERY ENERGY STORAGE SYSTEM OTHER THAN WALK-IN UNITS IN OPEN PARKING STRUCTURES ON LEVELS NOT OPEN ABOVE TO THE SKY SHALL BE PROVIDED WITH AN AUTOMATIC FIRE SUPPRESSION SYSTEM COMPLYING WITH SECTION 1206.2.11.1.

1206.2.13.5 ROOFTOP INSTALLATIONS. BATTERY STORAGE SYSTEMS AND ASSOCIATED EQUIPMENT THAT ARE LOCATED ON ROOFTOPS AND NOT ENCLOSED BY BUILDING CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING:

1. STAIRWAY ACCESS TO THE ROOF FOR EMERGENCY RESPONSE AND FIRE DEPARTMENT PERSONNEL SHALL BE PROVIDED EITHER THROUGH A BULKHEAD FROM THE INTERIOR OF THE BUILDING OR A STAIRWAY ON THE EXTERIOR OF THE BUILDING.

2. SERVICE WALKWAYS AT LEAST 5 FEET (1524 MM) IN WIDTH SHALL BE PROVIDED FOR SERVICE AND EMERGENCY PERSONNEL FROM THE POINT OF ACCESS TO THE ROOF TO THE SYSTEM.
3. BATTERY STORAGE SYSTEMS AND ASSOCIATED EQUIPMENT SHALL BE LOCATED FROM THE EDGE OF THE ROOF A DISTANCE EQUAL TO AT LEAST THE HEIGHT OF THE SYSTEM, EQUIPMENT, OR COMPONENT BUT NOT LESS THAN 5 FEET (1524 MM).
4. THE ROOFING MATERIALS UNDER AND WITHIN 5 FEET (1524 MM) HORIZONTALLY FROM A BATTERY STORAGE SYSTEMS OR ASSOCIATED EQUIPMENT SHALL BE NONCOMBUSTIBLE OR SHALL HAVE A CLASS A RATING WHEN TESTED IN ACCORDANCE WITH ASTM E108 OR UL 790.
5. A CLASS I STANDPIPE OUTLET SHALL BE INSTALLED AT AN APPROVED LOCATION ON THE ROOF LEVEL OF THE BUILDING OR IN THE STAIRWAY BULKHEAD AT THE TOP LEVEL.
6. THE BATTERY STORAGE SYSTEMS SHALL BE THE MINIMUM OF 10 FEET (3048 MM) FROM THE FIRE SERVICE ACCESS POINT ON THE ROOF TOP.

1206.2.13.6 OPEN PARKING GARAGES. BATTERY STORAGE SYSTEMS AND ASSOCIATED EQUIPMENT THAT ARE LOCATED IN OPEN PARKING GARAGES SHALL COMPLY WITH ALL OF THE FOLLOWING:

1. BATTERY STORAGE SYSTEMS SHALL NOT BE LOCATED WITHIN 50 FEET (15 240 MM) OF AIR INLETS FOR BUILDING HVAC SYSTEMS.

> **EXCEPTION:** THIS DISTANCE SHALL BE PERMITTED TO BE REDUCED TO 25 FEET (7620 MM) IF THE AUTOMATIC FIRE ALARM SYSTEM MONITORING THE RADIANT-ENERGY SENSING DETECTORS DE-ENERGIZES THE VENTILATION SYSTEM CONNECTED TO THE AIR INTAKES UPON DETECTION OF FIRE.

2. BATTERY STORAGE SYSTEMS SHALL NOT BE LOCATED WITHIN 25 FEET (7620 MM) OF EXITS LEADING FROM THE ATTACHED BUILDING WHERE LOCATED ON A COVERED LEVEL OF THE PARKING STRUCTURE NOT DIRECTLY OPEN TO THE SKY ABOVE.
3. AN APPROVED FENCE WITH A LOCKED GATE OR OTHER APPROVED BARRIER SHALL BE PROVIDED TO KEEP THE GENERAL PUBLIC AT LEAST 5 FEET (1024 MM) FROM THE OUTER ENCLOSURE OF THE BATTERY ENERGY STORAGE SYSTEM.

1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with Sections 1206.3 through 1206.3.2.6.1.

Exception: Capacitors regulated by NFPA 70, Chapter 460, and capacitors included as a component part of other listed electrical equipment are not required to comply with this section.

1206.3.1 Permits. Permits shall be obtained for the installation of capacitor energy storage systems in accordance with Section 105.7.3.

1206.3.2 Location and construction. Rooms and areas containing capacitor energy storage systems shall be designed, located and constructed in accordance with Sections 1206.3.2 through 1206.3.2.5.

1206.3.2.1 Location. Capacitor energy storage systems shall not be located in areas where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, or where the floor level is more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge.

1206.3.2.2 Separation. Rooms containing capacitor energy storage systems shall be separated from the following occupancies by fire barriers or horizontal assemblies, or both, constructed in accordance with the *International Building Code*.

1. Group B, F, M, S and U occupancies by 1-hour fire-resistance-rated construction.
2. Group A, E, I and R occupancies by 2-hour fire resistance rated construction.

1206.3.2.3 Capacitor arrays. Capacitor energy storage systems shall be segregated into capacitor arrays not exceeding 50 kWh each. Each array shall be spaced not less than 3 feet (914 mm) from other arrays and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exception: Capacitor energy storage systems in noncombustible containers located outdoors shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.4 Signage. Approved signs shall be provided on doors or in locations adjacent to the entrances to capacitor energy storage system rooms and shall include the following or equivalent verbiage and information:

1. “CAPACITOR ENERGY STORAGE ROOM.”
2. “THIS ROOM CONTAINS ENERGIZED ELECTRICAL CIRCUITS.”

3. An identification of the type of capacitors present and the potential hazards associated with the capacitor type.

1206.3.2.5 Electrical disconnects. Where the capacitor energy storage system disconnecting means is not within sight of the main service disconnecting means, placards or directories shall be installed at the location of the main service disconnecting means identifying the location of the capacitor energy storage system disconnecting means in accordance with NFPA 70.

1206.3.2.6 Outdoor installation. Capacitor energy systems located outdoors shall comply with Sections 1206.3.2.6 through 1206.3.2.6.4 in addition to all applicable requirements of Section 1206.3. Installations in outdoor enclosures or containers that can be occupied for servicing, testing, maintenance and other functions shall be treated as capacitor storage rooms.

Exception: Capacitor arrays in noncombustible containers shall not be required to be spaced 3 feet (914 mm) from the container walls.

1206.3.2.6.1 Separation. Capacitor energy systems located outdoors shall be not less than 5 feet (1524 mm) from the following:

1. Lot lines.
2. Public ways.
3. Buildings.
4. Stored combustible materials.
5. Hazardous materials.
6. High-piled stock.
7. Other exposure hazards.

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress from adjacent buildings, or adversely impact adjacent stored materials or structures.

1206.3.2.6.2 Means of egress. *Capacitor energy storage systems* located outdoors shall be separated from any means of egress as required by the *fire code official* to ensure safe egress under fire conditions, but not less than 10 feet (3048 mm).

Exception: The *fire code official* is authorized to approve lesser separation distances if large-scale fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the system will not adversely impact occupant egress.

1206.3.2.6.3 Security of outdoor areas. Outdoor areas in which *capacitor energy storage systems* are located shall be secured against unauthorized entry and safeguarded in an approved manner.

1206.3.2.6.4 Walk-in units. Where a capacitor energy storage system includes an outer enclosure, the unit shall only be entered for inspection, maintenance and repair of capacitors and electronics, and shall not be occupied for other purposes.

1206.3.3 Maximum allowable quantities. Fire areas within buildings containing *capacitor energy storage systems* that exceed 600 kWh of energy capacity shall comply with all applicable Group H occupancy requirements in this code and the *International Building Code*.

1206.3.4 Capacitors and equipment. The design and installation of *capacitor energy storage systems* and related equipment shall comply with Sections 1206.3.4.1 through 1206.3.4.5.

1206.3.4.1 Listing. Capacitors and *capacitor energy storage systems* shall comply with the following:

1. Capacitors shall be listed in accordance with UL 1973.
2. Prepackaged and preengineered stationary capacitor energy storage systems shall be listed in accordance with UL 9540.

1206.3.4.2 Prepackaged and preengineered systems. In addition to other applicable requirements of this code, prepackaged and preengineered *capacitor energy storage systems* shall be installed in accordance with their listing and the manufacturer's instructions.

1206.3.4.3 Energy management system. An approved energy management system shall be provided for monitoring and balancing capacitor voltages, currents and temperatures within the manufacturer's specifications. The system shall transmit an alarm signal to an approved location if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected.

1206.3.4.4 Capacitor chargers. Capacitor chargers shall be compatible with the capacitor manufacturer's electrical ratings and charging specifications. Capacitor chargers shall be listed and labeled in accordance

with UL 1564 or provided as part of a listed preengineered or prepackaged *capacitor energy storage system*.

1206.3.4.5 Toxic and highly toxic gas. *Capacitor energy storage systems* that have the potential to release toxic and highly toxic materials during charging, discharging and normal use conditions shall comply with Chapter 60.

1206.3.5 Fire-extinguishing and detection systems. Fire-extinguishing and smoke detection systems shall be provided in *capacitor energy storage system* rooms in accordance with Sections 1206.3.5.1 through 1206.3.5.2.

1206.3.5.1 Fire-extinguishing systems. Rooms containing *capacitor energy storage systems* shall be equipped with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1. Commodity classifications for specific capacitor technologies shall be in accordance with Chapter 5 of NFPA 13. If the capacitor types are not addressed in Chapter 5 of NFPA 13, the *fire code official* is authorized to approve the *automatic sprinkler system* based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.1.1 Alternative fire-extinguishing systems. *Capacitor energy storage systems* that utilize water-reactive materials shall be protected by an approved alternative *automatic fire-extinguishing system* in accordance with Section 904. The system shall be listed for protecting the type, arrangement and quantities of capacitors in the room. The *fire code official* shall be permitted to approve the system based on full-scale fire and fault condition testing conducted by an *approved* laboratory.

1206.3.5.2 Smoke detection system. An approved *automatic smoke detection system* shall be installed in rooms containing *capacitor energy storage systems* in accordance with Section 907.2.

1206.3.5.3 Ventilation. Where capacitors release flammable gases during normal operating conditions, ventilation of rooms containing capacitor energy storage systems shall be provided in accordance with the *International Mechanical Code* and one of the following:

1. The ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammability limit.
2. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [0.00508 $m^3/(s \cdot m^2)$] of floor area, but not less than 150 cfm (4 m^3/min).

The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the ceiling for gases having a vapor density less than air.

1206.3.5.3.1 Supervision. Required mechanical ventilation systems for rooms containing *capacitor energy storage systems* shall be supervised by an *approved* central station, proprietary or remote station service, or shall initiate an audible and visible signal at an *approved*, constantly attended on-site location.

1206.3.5.4 Spill control and neutralization. Where capacitors contain liquid electrolyte, *approved* methods and materials shall be provided for the control and neutralization of spills of electrolyte or other hazardous materials in areas containing capacitors as follows:

1. For capacitors with free-flowing electrolyte, the method and materials shall be capable of neutralizing a spill of the total capacity from the largest cell or block to a pH between 5.0 and 9.0.
2. For capacitors with immobilized electrolyte, the method and material shall be capable of neutralizing a spill of 3.0 percent of the capacity of the largest cell or block in the room to a pH between 5.0 and 9.0.

1206.3.6 Testing, maintenance and repair. Capacitors and associated equipment and systems shall be tested and maintained in accordance with the manufacturer's instructions. Any capacitors or system components used to replace existing units shall be compatible with the capacitor charger, energy management systems, other capacitors, and other safety systems. Introducing different capacitor technologies into the capacitor energy storage system shall be treated as a new installation and require approval by the *fire code official* before the replacements are introduced into service.

1206.4 ENERGY STORAGE SYSTEM IN GROUP R-3 AND R-4 OCCUPANCIES. ENERGY STORAGE SYSTEMS IN GROUP R-3 AND R-4 OCCUPANCIES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THIS SECTION. THE TEMPORARY USE OF AN OWNER OR OCCUPANT'S ELECTRIC POWERED VEHICLE AS AN ENERGY STORAGE SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 1206.4.

1206.4.1 EQUIPMENT LISTINGS. ENERGY STORAGE SYSTEM SHALL BE LISTED AND LABELED FOR RESIDENTIAL USE IN ACCORDANCE WITH UL 9540.

EXCEPTIONS:

1. WHERE *APPROVED*, REPURPOSED UNLISTED BATTERY SYSTEMS FROM ELECTRIC VEHICLES MAY BE INSTALLED OUTDOORS OR IN DETACHED DEDICATED CABINETS LOCATED NOT LESS THAN 5 FEET (1524 MM) FROM EXTERIOR WALLS, PROPERTY LINES AND PUBLIC WAYS.
2. ENERGY STORAGE SYSTEM LESS THAN 1 KWH.

1206.4.2 INSTALLATION. ENERGY STORAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THEIR LISTING.

1206.4.2.1 SPACING. INDIVIDUAL UNITS SHALL BE SEPARATED FROM EACH OTHER BY AT LEAST 3 FEET (914 MM) OF SPACING UNLESS SMALLER SEPARATION DISTANCES ARE DOCUMENTED AND APPROVED BY THE *FIRE CODE OFFICIAL* TO BE ADEQUATE BASED ON LARGE SCALE FIRE TESTING.

1206.4.3 LOCATION. ENERGY STORAGE SYSTEM SHALL ONLY BE INSTALLED IN THE FOLLOWING LOCATIONS:

1. DETACHED GARAGES AND DETACHED ACCESSORY STRUCTURES.
2. ATTACHED GARAGES SEPARATED FROM THE DWELLING UNIT LIVING SPACE AND SLEEPING UNITS IN ACCORDANCE WITH SECTION 406.3.2 OF THE *INTERNATIONAL BUILDING CODE*.
3. OUTDOORS ON EXTERIOR WALLS IN ACCORDANCE WITH 1206.4.3.1
4. UTILITY CLOSETS AND STORAGE OR UTILITY SPACES WITHIN DWELLING UNITS AND SLEEPING UNITS.

1206.4.3.1 EXTERIOR WALL INSTALLATIONS. ENERGY STORAGE SYSTEM SHALL BE PERMITTED TO BE INSTALLED OUTDOORS ON EXTERIOR WALLS OF BUILDINGS WHEN ALL OF THE FOLLOWING CONDITIONS ARE MET:

1. THE MAXIMUM ENERGY CAPACITY OF INDIVIDUAL ENERGY STORAGE SYSTEM UNITS SHALL NOT EXCEED 20 KWH.
2. THE ENERGY STORAGE SYSTEM SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN SECTIONS 1206.
3. THE ENERGY STORAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THEIR LISTING.
4. INDIVIDUAL ENERGY STORAGE SYSTEM UNITS SHALL BE SEPARATED FROM EACH OTHER BY NOT LESS THAN 3 FEET (914 MM).
5. THE ENERGY STORAGE SYSTEM SHALL BE SEPARATED FROM DOORS, WINDOWS, OPERABLE OPENINGS INTO BUILDINGS, OR HVAC INLETS BY AT LEAST 5 FEET (1524 MM).

EXCEPTION: WHERE APPROVED BY THE *FIRE CODE OFFICIAL*, SMALLER SEPARATION DISTANCES IN ITEMS 4 AND 5 MAY BE PERMITTED BASED ON LARGE SCALE FIRE TESTING

1206.4.4 ENERGY RATINGS. INDIVIDUAL ENERGY STORAGE SYSTEM UNITS SHALL HAVE A MAXIMUM RATING OF 20 KWH. THE AGGREGATE RATING STRUCTURE SHALL NOT EXCEED:

1. 40 KWH WITHIN UTILITY CLOSETS AND STORAGE OR UTILITY SPACES.
2. 80 KWH IN ATTACHED OR DETACHED GARAGES AND DETACHED ACCESSORY STRUCTURES.
3. 80 KWH ON EXTERIOR WALLS.
4. 80 KWH OUTDOORS ON THE GROUND.

1206.4.5 ELECTRICAL INSTALLATION. ENERGY STORAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 70. INVERTERS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 1741 OR PROVIDED AS PART OF THE UL 9540 LISTING. SYSTEMS CONNECTED TO THE UTILITY GRID SHALL USE INVERTERS LISTED FOR UTILITY INTERACTION.

1206.4.6 FIRE DETECTION. ROOMS AND AREAS WITHIN DWELLINGS UNITS, SLEEPING UNITS AND ATTACHED GARAGES IN WHICH ENERGY STORAGE SYSTEM ARE INSTALLED SHALL BE PROTECTED BY SMOKE ALARMS IN ACCORDANCE WITH SECTION 907.2.10. A HEAT DETECTOR LISTED AND INTERCONNECTED TO THE SMOKE ALARMS SHALL BE INSTALLED IN

LOCATIONS WITHIN DWELLING UNITS, SLEEPING UNITS AND ATTACHED GARAGES WHERE SMOKE ALARMS CANNOT BE INSTALLED BASED ON THEIR LISTING.

1206.4.7 PROTECTION FROM IMPACT. STATIONARY STORAGE BATTERY SYSTEMS INSTALLED IN A LOCATION SUBJECT TO VEHICLE DAMAGE SHALL BE PROTECTED BY APPROVED BARRIERS. APPLIANCES IN GARAGES SHALL ALSO BE INSTALLED IN ACCORDANCE WITH SECTION 304.3 OF THE *INTERNATIONAL MECHANICAL CODE*.

1206.4.8 VENTILATION. INDOOR INSTALLATIONS OF ENERGY STORAGE SYSTEM THAT INCLUDE BATTERIES THAT PRODUCE HYDROGEN OR OTHER FLAMMABLE GASES DURING CHARGING SHALL BE PROVIDED WITH VENTILATION IN ACCORDANCE WITH SECTION 1206.2.11.3.

1206.4.9 TOXIC AND HIGHLY TOXIC GAS. ENERGY STORAGE SYSTEM THAT HAVE THE POTENTIAL TO RELEASE TOXIC OR HIGHLY TOXIC GAS DURING CHARGING, DISCHARGING AND NORMAL USE CONDITIONS SHALL NOT BE INSTALLED WITHIN GROUP R-3 OR R-4 OCCUPANCIES.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Contact Person: Chris Boyd, AD - BS DV & CD ENF
Submitting Department: Community Development
District: District 4
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to approval of the grant of a Public Water Easement to the City of El Mirage within the vicinity of Hollyhock street and Rimrock Street.

Motion:
I move to grant a Public Water Easement to the City of El Mirage as attached.

Background:
The easement being dedicated to the City of El Mirage is for a water line that was identified during the cleanup of the Donorma RV Park. The Line was identified and the City reached out to El Mirage to grant them an easement for their line.

Objective Analysis:
The City is granting a waterline easement to the City of El Mirage so they can access their waterline.

Policy Compliant:
Approval of this item is policy compliant.

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road and water line is in place and is accepted by the City.

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

ATTACHMENTS:
1. public water easement

When Recorded Return to:
City Clerk, City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

Exempt under A.R.S. § 11-1134(A)(2)

GRANT OF PUBLIC WATER EASEMENT

GRANTOR:

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

GRANTEE:

City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant and convey to GRANTEE, its successors and assigns, a perpetual easement as described herein for water main purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove delivery and/or distribution lines, and other water facilities and equipment in, on, over, under, across, above and through the attached described real property situated within Maricopa County, Arizona:

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such facilities, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement and pipeline over adjoining property of the GRANTOR, and the right to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever, subject to the conditions and limitations herein contained.

The GRANTOR agrees that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area.

This Public Water Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

CAUTION: The above described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) *prior to* excavation.

IN WITNESS WHEREOF, this instrument is executed this _____day of _____, _____.

GRANTORS:

_____

City of Surprise

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned Notary Public, personally appeared _____ and _____ who executed and acknowledged the foregoing instrument for the purposes therein contained.

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

_____

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS	
(other than those named in	
the notarial certificate)	

ACCEPTED BY THE CITY OF EL MIRAGE

_____

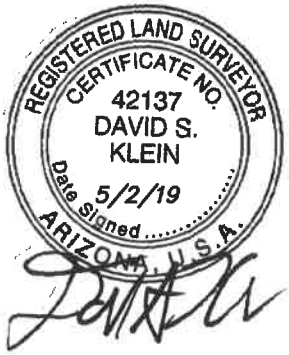
City Engineer Date

WATERLINE EASEMENT AT 15832 N. HOLLYHOCK STREET

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST MARKED BY A 3 INCH BRASS CAP FLUSH, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING MARKED BY A 2 INCH BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST 2659.98 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 50 SECONDS EAST 997.49 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;
THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NASH STREET, BEING MARKED BY A HALF-INCH CAPPED REBAR STAMPED CMX RLS 19344;
THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS WEST 1.86 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 50 SECONDS WEST 20.00 FEET ALONG SAID EAST RIGHT OF WAY;
THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 258.98 FEET;
THENCE NORTH 00 DEGREES 27 MINUTES 37 SECONDS EAST 30.47 FEET;
THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 15.00 FEET;
THENCE SOUTH 00 DEGREES 27 MINUTES 37 SECONDS WEST 30.47 FEET;
THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 25.97 FEET;
THENCE NORTH 00 DEGREES 27 MINUTES 37 SECONDS EAST 19.98 FEET;
THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 12.00 FEET;
THENCE SOUTH 00 DEGREES 27 MINUTES 37 SECONDS WEST 19.98 FEET;
THENCE SOUTH 89 DEGREES 32 MINUTES 23 SECONDS EAST 267.71 FEET;
THENCE SOUTH 55 DEGREES 54 MINUTES 57 SECONDS EAST 30.53 FEET;
THENCE SOUTH 34 DEGREES 05 MINUTES 03 SECONDS WEST 20.00 FEET;
THENCE NORTH 55 DEGREES 54 MINUTES 57 SECONDS WEST 24.49 FEET;
THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST 274.18 FEET;
THENCE SOUTH 00 DEGREES 27 MINUTES 37 SECONDS WEST 4.86 FEET;
THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST 14.98 FEET;
THENCE NORTH 00 DEGREES 27 MINUTES 37 SECONDS EAST 4.86 FEET;
THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST 284.29 FEET TO THE POINT OF BEGINNING.

COMPRISING 12,851 SQUARE FEET OR 0.295 ACRES MORE OR LESS.
SUBJECT TO ALL EASEMENTS OF RECORD.



SHEET 1 OF 3

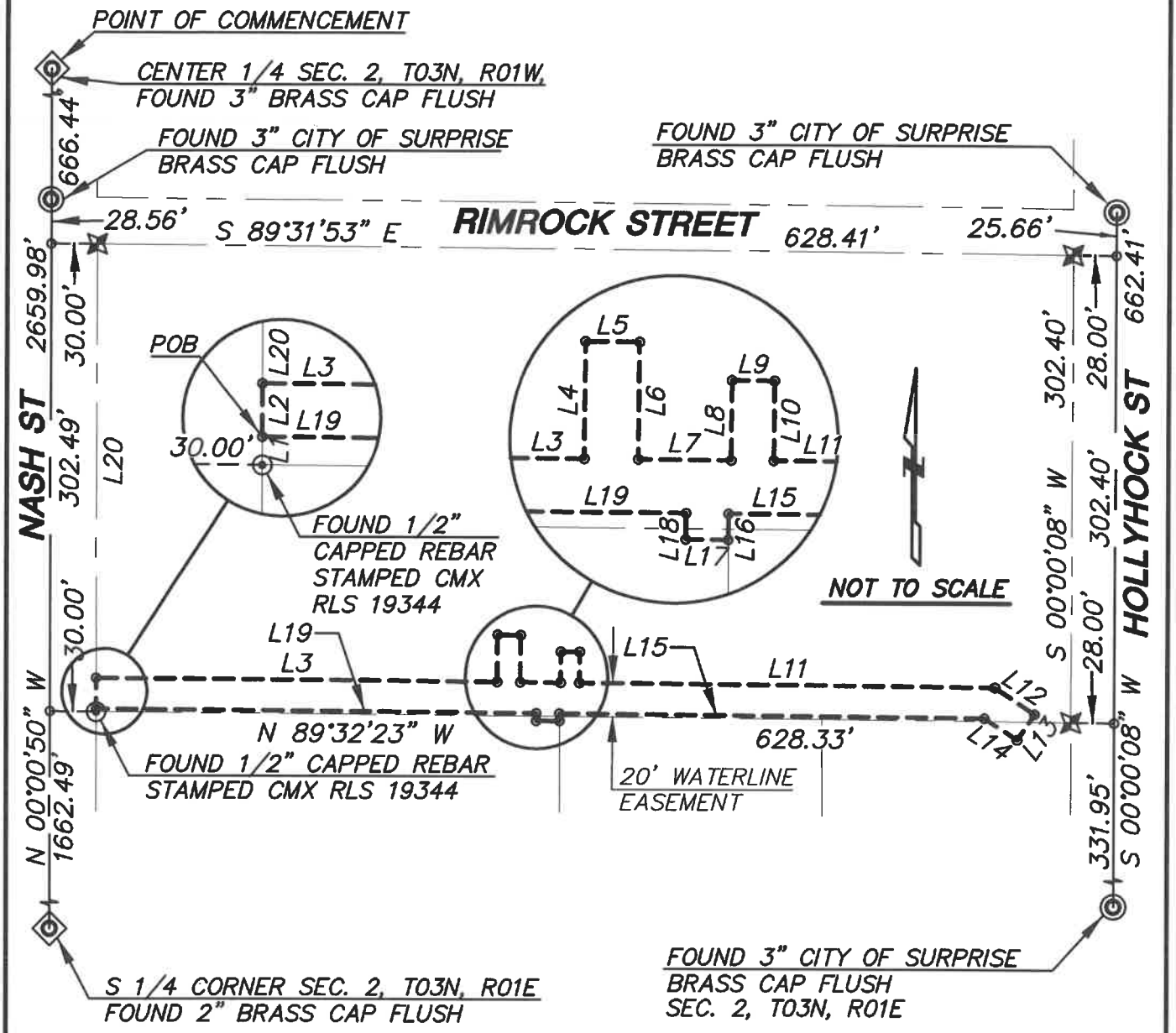
SUPERIOR
SURVEYING SERVICES, INC.

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

DATE: **5/2/19**

JOB NO.: **180444**

WATERLINE EASEMENT AT 15832 N. HOLLYHOCK STREET



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 5/2/19
ARIZONA, U.S.A.

SHEET 2 OF 3

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DATE: **5/2/19**

JOB NO.: **180444**

WATERLINE EASEMENT AT 15832 N. HOLLYHOCK STREET

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°00'50" W	1.86'
L2	N 00°00'50" W	20.00'
L3	S 89°32'23" E	258.98'
L4	N 00°27'37" E	30.47'
L5	S 89°32'23" E	15.00'
L6	S 00°27'37" W	30.47'
L7	S 89°32'23" E	25.97'
L8	N 00°27'37" E	19.98'
L9	S 89°32'23" E	12.00'
L10	S 00°27'37" W	19.98'
L11	S 89°32'23" E	267.71'
L12	S 55°54'57" E	30.53'
L13	S 34°05'03" W	20.00'
L14	N 55°54'57" W	24.49'
L15	N 89°32'23" W	274.18'
L16	S 00°27'37" W	4.86'
L17	N 89°32'23" W	14.98'
L18	N 00°27'37" E	4.86'
L19	N 89°32'23" W	284.29'
L20	N 00°00'50" W	280.64'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 5/2/19
ARIZONA, U.S.A.

SHEET 3 OF 3

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info@superiorsurveying.com

DATE: 5/2/19

JOB NO.: 180444

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2019
Submitting Department: Legal
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
Consideration and action to recess into executive session for the purpose of discussion or consultation for legal advice with the City Attorney and to consider its position regarding an incentive agreement with Surprise Center Development Company, LLC, pursuant to A.R.S. 38-431.03(A)(3) and (4).

Motion:
I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS: