

RESOLUTION NO. 5532

AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER AND HAMILTON LANDING, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY FOR DEVELOPMENT OF AN ATTACHED SINGLE-FAMILY RESIDENTIAL SUBDIVISION LOCATED ON THE SOUTHWEST CORNER OF MCQUEEN AND WILLIS ROADS.

RECITALS:

WHEREAS, Hamilton Landing, L.L.C., an Arizona limited liability company ("Developer") is acquiring fee title to that certain real property located on the southwest corner of McQueen and Willis Roads as legally described in the attached Exhibit "A" (the "Property"), on which it plans to develop an attached single-family residential subdivision; and

WHEREAS, the Property is located within Maricopa County and is being annexed into the City under Resolution 5512 concurrently with the passage of this Resolution;

WHEREAS, Developer has agreed to dedicate and improve Willis Road between Hamilton Street and McQueen Road and City has agreed to assist in the acquisition of certain portions of Willis Road that are not held in fee by Developer; and

WHEREAS, Developer and City have agreed that Developer may forego certain offsite sewer and water improvements in exchange for completing the required improvements to Willis Road; and

WHEREAS, A.R.S. § 9-500.05 authorizes City and Developer to enter into a development agreement for the annexation of the Property, the dedication of certain portions of the Property to public purposes, and the construction and financing of public infrastructure required to serve the Property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

- Section 1. The City of Chandler is authorized to enter into a Development Agreement with Developer in the form approved by the City Attorney attached hereto as Exhibit "B" (the "Agreement").
- Section 2. The Mayor is authorized to execute the Agreement and this Resolution on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of Chandler, Arizona, this ____ day of December, 2021.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5532 was duly passed and adopted by the Chandler City Council at a regular meeting held on the ____ day of December, 2021, at which a quorum was present.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit "A"

Legal Description

November 9, 2021
PROJECT # 050864-01-001

**EXHIBIT A
LEGAL DESCRIPTION OF
THE "PROPERTY"**

PARCEL 1

THAT PORTION OF THE SOUTHAEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 3, BEING SOUTH 8°54'49" WEST, 2649.34 FEET FROM A CITY OF CHANDLER BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, NORTH 88°54'49" EAST 1003.55 FEET TO THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROUTE 202L (SAN TAN FREEWAY);

THENCE ALONG SAID EXISTING NORTHEASTERLY RIGHT OF WAY LINE, SOUTH 71°56'22" EAST, 121.95 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF WILLIS ROAD BEING 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3;

THENCE ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, NORTH 88°54'49" EAST, 86.56 FEET TO **THE POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, NORTH 88°54'49" EAST, 1355.46 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF MCQUEEN ROAD;

THENCE ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE, SOUTH 06°28'32" WEST, 229.07 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 202L (SAN TAN FREEWAY);

THENCE ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, SOUTH 88°38'41" WEST, 320.07 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 2500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°24'57", AND AN ARC DISTANCE OF 847.18 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, NORTH 71°56'22" WEST, 183.66 FEET;

THENCE NORTH 01°09'00" WEST, 30.07 FEET TO **POINT OF BEGINNING.**

EXCEPTING THEREFROM:

A PORTION OF THE EAST 98 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF CHANDLER BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH A 5/8 INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 3 BEARS SOUTH 88°54' 49" WEST 2649.34 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SOUTH 88°54'49" WEST 669.76 FEET;

THENCE SOUTH 01°05'11" EAST, 40.00 FEET TO THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°19'10 SECONDS EAST 172.58 FEET;
THENCE NORTH 90°00' 00 SECONDS WEST 22.03 FEET;
THENCE SOUTH 00°00'00 SECONDS EAST 6.02 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90°00' 00" EAST 24.09 FEET;
THENCE SOUTH 00°00' 00" EAST 20.00 FEET;
THENCE NORTH 90°00' 00" WEST 37.62 FEET;
THENCE NORTH 00°00' 00" EAST 20.00 FEET;
THENCE NORTH 90°00' 00" EAST 13.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 239,549 SQ.FT. OR 5.4993 ACRES, MORE OR LESS.

PARCEL 2

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1324.67 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°20'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.38 FEET;

THENCE NORTH 01°05'11" WEST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 76.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,527 SQ.FT. OR 0.0580 ACRES, MORE OR LESS.

PARCEL 3

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 103.32 FEET TO THE WEST RIGHT-OF-WAY LINE OF MCQUEEN ROAD, ACCORDING TO DOCUMENT NO. 2015-0284067, MARICOPA COUNTY RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**;

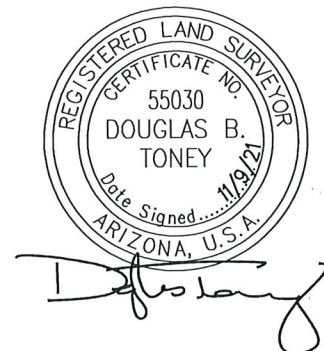
THENCE SOUTH 00°43'52" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 890.41 FEET;

THENCE NORTH 00°19'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

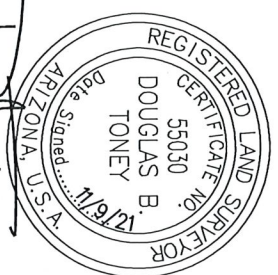
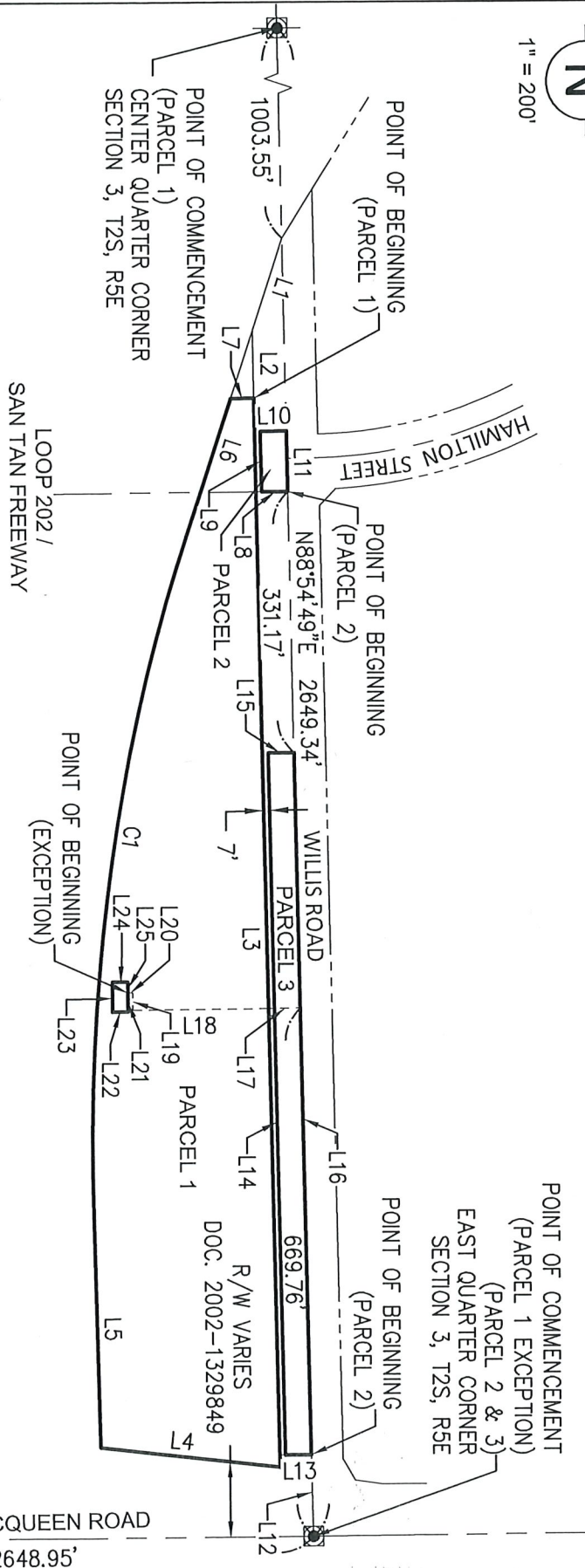
THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 890.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 29,380 SQ.FT. OR 0.6745 ACRES, MORE OR LESS.





1" = 200'



Douglas B. Toney

SHEET 1 OF 2			
DATE: 11/9/21			
EXHIBIT A THE PROPERTY			
BY: TL	CHK: DT	QC:	
BOG PROJECT NO: 050864-01 TASK: 001			
CLIENT REF NO:			

Bowman

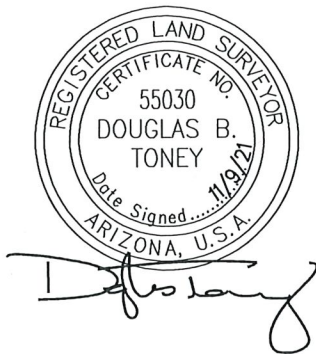
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

SOUTHEAST CORNER
SECTION 3, T2S, R5E
BRASS CAP IN HAND HOLE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	121.94'	S71°56'22"E
L2	86.56'	N88°54'49"E
L3	1355.46'	N88°54'49"E
L4	229.07'	S06°28'32"W
L5	320.07'	S88°38'41"W
L6	183.66'	N71°56'22"W
L7	30.07'	N01°09'00"W
L8	33.00'	S00°20'43"E
L9	76.38'	S88°54'49"W
L10	33.00'	N01°05'11"W
L11	76.80'	N88°54'49"E
L12	103.32'	S88°54'49"W
L13	33.00'	S00°43'52"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	890.41'	S88°54'49"W
L15	33.00'	N00°19'57"W
L16	890.18'	N88°54'49"E
L17	40.00'	S01°05'11"E
L18	172.58'	S00°19'10"E
L19	22.03'	N90°00'00"W
L20	6.02'	S00°00'00"E
L21	24.09'	N90°00'00"E
L22	20.00'	S00°00'00"E
L23	37.62'	N90°00'00"W
L24	20.00'	N00°00'00"E
L25	13.53'	N90°00'00"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	847.18'	2500.00'	019°24'57"



SHEET 2 OF 2	DATE: 11/9/21	EXHIBIT A THE PROPERTY			Bowman 1800 N Desert Drive, #210 Tempe, AZ 85281 Phone: (480) 629-8830 Fax: (480) 629-8841 www.bowman.com
		BY: TL	CHK: DT	QC:	
		BCG PROJECT NO: 050864-01 TASK: 001 CLIENT REF NO:			

Exhibit “B”

Development Agreement

When recorded, return to:

City Clerk
City of Chandler
Post Office Box 4008, Mailstop 606
Chandler, Arizona 85244-4008

HAMILTON LANDING DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into effective _____, 2021 (the “**Effective Date**”), by and between the CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation, (“**City**”) and Hamilton Landing, L.L.C., an Arizona limited liability company (“**Developer**”). City and Developer collectively are the “Parties.”

RECITALS

A. Developer is acquiring fee title to that certain real property legally described on the attached **Exhibit A** (the “**Property**”). The Property is located at the southwest corner of McQueen and Willis Roads. The Property is within the corporate limits of the City of Chandler because, concurrent with the Parties’ execution of this Agreement, City has completed an annexation of certain portions of the Property and adjacent land to bring the Property and the adjacent land into the corporate limits of the City of Chandler (the “**Annexation**”).

B. Developer seeks to construct or cause to be constructed, an attached single-family residential development known as Hamilton Landing (the “**Project**”) as described and depicted in the Hamilton Landing Preliminary Development Plan, approved with conditions on November ___, 2021 (the “**PDP**”). The PDP is not attached to the recorded copy of this Agreement for technical reasons but is incorporated herein by this reference as **Exhibit B** as if fully set forth herein. A complete copy of the PDP is on file as a public record with the City Clerk. Further, Developer will develop the Project in accordance with the zoning action taken by City in City Ordinance # _____ (“**Zoning Designation**”), attached hereto as **Exhibit C**.

C. In connection with constructing the Project, Developer is to dedicate to City certain real property along the northern boundary of the Property (the “**Roadway Dedication Property**”). The Roadway Dedication Property is legally described on the attached **Exhibit D**. The Roadway Dedication Property is to be incorporated into the right-of-way of Willis Road.

D. One portion of the real property that is to be included in the Willis Road right-of-way was, immediately prior to the Annexation, held by Maricopa County as right-of-way associated with Willis Road (the “**County Right-of-Way**”). Pursuant to A.R.S. Section 9-471,

immediately upon the Annexation, the County Right-of-Way automatically became right-of-way owned and controlled by City.

E. City has requested that Developer construct, and Developer has agreed that it will construct, the portion of Willis Road that is depicted on **Exhibit E** (the “**Willis Roadway Construction Area**”) in conformance with the cross section of Willis Road prepared by City as depicted on **Exhibit F** (the “**Willis Road Cross Section**”), as more fully set forth in this Agreement. In consideration of Developer constructing the portion of Willis Road described on the Willis Roadway Construction Area, City will relieve Developer of the obligation to construct certain sewer line enhancements and limit Developer’s obligation to repair an existing waterline, all as more fully set forth in this Agreement.

F. An additional parcel of land lies within the area that is to comprise the south half of the Willis Road right-of-way, which land Developer has not been able to acquire in connection with its efforts to assemble the land required by City to create the south half of Willis Road between the Project’s east and west boundaries. The parcel is held in the name of Sarsuezel Development Company, a defunct entity. The property is legally described on the attached **Exhibit G** (the “**Sarsuezel Property**”). The Sarsuezel Property is subject to an easement held by Maricopa County for the roadway that is Willis Road, comprises an area of 10,928 square feet, and is essentially of no value. However, City seeks to clear title to the right-of-way for Willis Road so that City holds legal title to the entire area of Willis Road from the east to the west boundary of the Project. To assure City’s full control of the Willis Road right-of-way, the Developer seeks to assist City in acquiring full title to the Sarsuezel Property under the terms and conditions of this Agreement.

G. This Agreement is intended to set forth certain obligations and commitments of the Parties with respect to the contemplated development of the Property. The Parties intend for and are entering into this Agreement to be a “Development Agreement” within the meaning of A.R.S. § 9-500.05.

H. City has determined that the proposed development of the Property is in accordance with this Agreement and is consistent with City’s General Plan.

AGREEMENT

In consideration of the foregoing recitals and representations and the mutual covenants and conditions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby enter this Agreement in its entirety as follows:

1. **Term of the Agreement.** Unless otherwise terminated pursuant to the terms of this Agreement, the term of this Agreement shall be for five (5) years from the Effective Date (“Term”).

2. **Actions by the Parties to Assemble Right-of-Way.** City and Developer agree that City and the Project would benefit by having City own and control the area within the boundaries of the right-of-way comprising Willis Road. Accordingly, the Parties agree to take the following actions:

a) Developer Dedication. Developer shall complete the dedication of the Roadway Dedication Property for no consideration paid by City to Developer. Developer shall execute such dedication deed with respect to the Roadway Dedication Property that City reasonably shall require.

b) County Right-of-Way. City has annexed the County Right-of-Way in connection with the Annexation, to allow City to incorporate the County Right-of-Way into the Willis Road right-of-way. Maricopa County's concurrence in its automatic transfer of the County Right-of-Way to City as a result of the Annexation is contained in the County Acknowledgement.

c) Condemnation Action. Because neither Developer nor City has been able to locate the owners of the Sarsuezel Property after significant effort, City has determined that it shall undertake a condemnation action with respect to the Sarsuezel Property so that City may hold title to the right-of-way included within Willis Road (the "**Condemnation Action**"). City shall take any and all actions, using its best efforts, at its sole cost and expense (subject to Developer's obligation to reimburse City as set forth below), successfully to conclude all pending and future claims of the Sarsuezel Development Company, its successors or heirs, or any other person claiming rights thereunder (collectively, "**SDC**"), of any right or interest in or title to the Sarsuezel Property in connection with the Condemnation Action. City shall cause any such litigation to be pursued to completion, including appeals, or in the alternative, negotiate a transfer of the Sarsuezel Property to City by its titled owner to City (a "**Consensual Transfer**"), and in all such cases cause title to such Sarsuezel Property to vest in City pursuant to the applicable laws, including City Council approval and expiration of applicable appeals periods. City's satisfaction of the foregoing requirements of this Section shall be deemed City's "**Successful Completion**" of the Condemnation Action.

d) Developer Contribution. To assist City with respect to its conduct to Successful Completion of the Condemnation Action, including completion of a Consensual Transfer, Developer hereby agrees that, upon City reaching a Successful Completion (whether through completion of the Condemnation Action or through a Consensual Transfer), Developer shall reimburse City for the amount of any consideration that it may be required to pay to any owner that successfully claims right to such compensation in connection with the Condemnation Action or Consensual Transfer, and for City's attorneys' fees and costs incurred in connection with reaching a Successful Completion, provided that the amount Developer shall be required to reimburse City shall not exceed Fifty Thousand Dollars (\$50,000.00) (the "Developer's Condemnation Contribution").

e) Reimbursement Payment. At any time during the Term of this Agreement, within thirty (30) days of City's payment of attorneys' fees and costs incurred in the conduct of the Condemnation Action or in efforts to achieve a Consensual Transfer, or payment of consideration to a successful claimant with respect to the Sarsuezel Property, whether in connection with the Condemnation Action or a Consensual Transfer, Developer shall pay City an amount equal to the amount of such attorneys' fees and costs and/or consideration actually paid by City, but Developer's Condemnation Contribution shall not exceed Fifty Thousand Dollars (\$50,000.00). City shall provide Developer with an "Application for Payment" that clearly shall state the amount of the attorneys' fees and costs and/or consideration actually paid by City together with appropriate supporting documentation demonstrating the amounts paid and, if applicable, that City has received title to the Sarsuezel Property.

f) Project Processing and Permitting. Notwithstanding the pendency of the Condemnation Action and the status of the Sarsuezel Property, the Developer shall prepare a plat of the Project and associated property for processing by City. During the pendency and until City reaches a Successful Completion, City will process the plat and all other documents associated with the Project, including all zoning, entitlements, and permits necessary, to allow the Project to proceed notwithstanding any delay in City acquiring title to the Sarsuezel Property. However, City shall not be obligated to issue certificates of occupancy for the Project until Developer has completed the improvements set forth in Section 3 below. Notwithstanding the preceding sentence, in no event shall City's issuance of any certificates of occupancy for the Project relieve Developer of its obligation to complete all the improvements set forth in Section 3 below. Upon City obtaining a Successful Completion, at Developer's expense, Developer shall prepare, submit to City for processing, and cause the completion of an amended plat of the Project and associated property that reflects City's acquisition of title to the Sarsuezel Property.

3. Sewer and Water Infrastructure Offsets. City shall not require Developer to construct any off-Property sewer line improvements, except those depicted on **Exhibit H** to connect the Project to City's sewer line presently located in McQueen Road (the "**Required Sewer Line Improvements**"). Further, Developer shall not be obligated to replace the existing waterline depicted on **Exhibit H**, except in the instance that Developer shall repair, at Developer's sole cost and expense, any damage caused to such waterline, in connection with the construction of the Project, by Developer or its agents, contractors or employees. In consideration of City's limiting the portion of the sewer line improvements to be constructed by Developer to the Required Sewer Line Improvements as depicted on **Exhibit H**, Developer shall undertake the following:

a) Willis Road Construction. In connection with development of the Project, Developer shall construct the portion of Willis Road defined as the Willis Roadway Construction Area and do so in conformance with the Willis Road Cross Section and applicable City requirements set forth in the Chandler City Code.

b) Turn Lane. Developer shall construct the turn-lane median as depicted on **Exhibit I** (the "**Required Turn Lane Improvements**"), provided that Developer will not be required to design or construct any other improvements or enhancements to the Willis Road and McQueen Road intersection except the Required Turn Lane Improvements.

c) Cul-de-Sac Design. City acknowledges the overlength cul-de-sac and primary entry location depicted on **Exhibit J** (the "**Required Cul-de-Sac Improvements**") have been approved administratively, including the modification to the internal street section as set forth on **Exhibit J**.

4. Development Restriction. Developer agrees that it shall use its commercially best efforts to cause the Project to be developed, marketed, and sold as single-family units for sale, and not as a horizontally-owned single-family rental community, which for the purposes of this Agreement is defined as more than two single-family homes owned by the same person or entity and offered for lease for a term longer than 30 days. To accomplish this objective, Developer shall subdivide the Property into individual lots as reflected in the plat submitted to the City and that is pending approval concurrent with this Agreement. Further, the individual homes will be separately metered for water, natural gas (if any) and electrical utility services. Further, to assure maintenance of common areas, Developer will cause the formation of an association that, upon completion of

the Project, will manage and maintain all common areas of the Property. Further, Developer intends to record covenants, conditions, and restrictions that shall impose maintenance and appearance standards for the individual homes to assure each will be maintained to the established community standards. Nothing in this Section 4 shall be deemed as requiring Developer to take any action that would subject City to liability for violating Arizona or federal law.

5. General Provisions.

a) City Representations. City represents and warrants to Developer that:

i. City is a duly formed municipal corporation validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of City is authorized and empowered to bind City.

ii. 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 its Charter and Arizona law.

iii. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

b) Developer Representations. Developer represents and warrants to City that:

i. Developer is duly formed and validly existing under Arizona law.

ii. Developer has the full right, power, and authorization to enter into and perform the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

iii. All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

c) No Waiver of Regulatory Power of City. Unless specifically and explicitly stated herein, City is not waiving any existing regulatory power routinely applied to development of similar projects or property within the City of Chandler.

d) Further Acts. Each of the Parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary from time to time, to carry out the matters contemplated herein.

e) 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 default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

f) Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any

duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such party, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events.

g) Individual Nonliability. No City Council member, City official, representative, agent, attorney or employee shall be personally liable to Developer or to any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or its successor, or with respect to any obligation of City under this Agreement. No officer, director, shareholder, member, manager, representative, agent or employee of Developer shall be personally liable to City or to any successor in interest of City, in the event of any default or breach by Developer or for any amount which may become due to City or its successor, or with respect to any obligation of Developer under this Agreement.

h) Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.

i) Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. If any representation or warranty by a Party is untrue, the other Party shall have all rights and remedies available at law, in equity, or as provided in this Agreement. The provisions of this Agreement wherein a Party has explicitly made warranty or representations to the other Party shall survive the expiration or earlier termination of this Agreement.

j) Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. § 38-511.

k) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

l) Successors & Assigns of Property. All the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. §9-500.05(D).

m) Recitals & Exhibits. The Recitals set forth above are incorporated herein by this reference and form a part of this Agreement. The Parties agree that all references to the Exhibits incorporated into and attached to this Agreement are an integral part of this Agreement for all purposes. References to sections or exhibits are to those designated sections or exhibits that are a part of this Agreement unless otherwise qualified. If a conflict arises between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control.

n) Entire Agreement. This Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

o) Amendment. No change or addition is to be made to this Agreement except by written amendment executed by all the Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona.

p) Construction. When used herein, the terms “include” or “including” shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. If this Agreement uses the term “day,” it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. 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. If a cross-reference within any provision cites a particular section or subsection number of this Agreement, it shall be a reference to the referred section or subsection and its subparts.

q) No Partnerships, Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement.

r) Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To City:	City Manager City of Chandler 175 Arizona Avenue, Fifth Floor Chandler, AZ 85225-5540
Mailing address:	Post Office Box 4008 Mailstop 605 Chandler, Arizona 85244
Copy to:	City Attorney Chandler City Attorney Office 175 Arizona Avenue, Second Floor Chandler, AZ 85225-5540
Mailing address:	Post Office Box 4008, MS 602 Chandler, Arizona 85244
To Developer:	Hamilton Landing, LLC 890 W. Elliott Rd. #104 Gilbert, AZ 85233

Attn: Reed Porter

Copy to: Wendy Riddell
Berry Riddell LLC
6750 East Camelback, Suite 100
Scottsdale, AZ 85251

Notice of address may be changed by any Party by giving notice to the other Parties in writing of a change of address. Such change shall be deemed to have been effectively noticed five days after mailed by the Party changing its address.

s) Limited Severability. In the unlikely event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides 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. If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to the Parties then either Party may terminate the Agreement without further rights or liabilities to the other Party other than those that expressly survive termination.

t) Attorneys' Fees. If any judicial proceeding is initiated by any Party hereto with respect to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding (including non-judicial proceedings), including, without limitation, its reasonable attorneys' fees.

u) Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after execution of the Agreement by the Parties.

v) Time of Essence. Time is of the essence of this Agreement.

[Signatures on Following Page]

CITY:

CITY OF CHANDLER

an Arizona municipal corporation

By: _____

Kevin Hartke, Mayor

DATE: December __, 2021

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On December __, 2021, before me, _____, a notary public in and for the State of Arizona, personally appeared Kevin Hartke, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Development Agreement and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument for the entity upon behalf of which he acted, executed the instrument.

My Commission Expires:

Notary Public

DEVELOPER:

HAMILTON LANDING, L.L.C.

an Arizona limited liability company

By: Reed Porter

Reed Porter, Manager

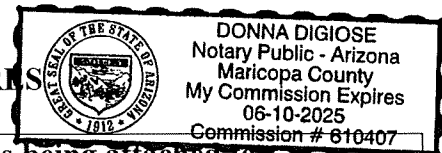
DATE: December 3, 2021

STATE OF ARIZONA)
) ss.
County of Maricopa)

On December 3, 2021, before me, Donna DiGiuse, a notary public in and for the State of Arizona, personally appeared Reed Porter, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the above Development Agreement and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

My Commission Expires: 6/10/2025 Donna DiGiuse
Notary Public

A.R.S. § 41-313(C) DISCLOSURES



Description of document this notarial certificate is being attached to.	
Type/Title	Development Agreement
Date of Document	
Number of Pages	(which includes Exhibits "A" – "J")
Add'l Signers (other than those named in the notarial certificate.)	None

EXHIBIT A

Legal Description of the Property

November 9, 2021
PROJECT # 050864-01-001

**EXHIBIT A
LEGAL DESCRIPTION OF
THE "PROPERTY"**

PARCEL 1

THAT PORTION OF THE SOUTHAEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 3, BEING SOUTH 8°54'49" WEST, 2649.34 FEET FROM A CITY OF CHANDLER BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, NORTH 88°54'49" EAST 1003.55 FEET TO THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROUTE 202L (SAN TAN FREEWAY);

THENCE ALONG SAID EXISTING NORTHEASTERLY RIGHT OF WAY LINE, SOUTH 71°56'22" EAST, 121.95 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF WILLIS ROAD BEING 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3;

THENCE ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, NORTH 88°54'49" EAST, 86.56 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, NORTH 88°54'49" EAST, 1355.46 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF MCQUEEN ROAD;

THENCE ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE, SOUTH 06°28'32" WEST, 229.07 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 202L (SAN TAN FREEWAY);

THENCE ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, SOUTH 88°38'41" WEST, 320.07 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 2500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°24'57", AND AN ARC DISTANCE OF 847.18 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE, NORTH 71°56'22" WEST, 183.66 FEET;

THENCE NORTH 01°09'00" WEST, 30.07 FEET TO **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

A PORTION OF THE EAST 98 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF CHANDLER BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH A 5/8 INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 3 BEARS SOUTH 88°54' 49" WEST 2649.34 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SOUTH 88°54'49" WEST 669.76 FEET;

THENCE SOUTH 01°05'11" EAST, 40.00 FEET TO THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°19'10 SECONDS EAST 172.58 FEET;

THENCE NORTH 90°00' 00 SECONDS WEST 22.03 FEET;

THENCE SOUTH 00°00'00 SECONDS EAST 6.02 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90°00' 00" EAST 24.09 FEET;

THENCE SOUTH 00°00' 00" EAST 20.00 FEET;

THENCE NORTH 90°00' 00" WEST 37.62 FEET;

THENCE NORTH 00°00' 00"EAST 20.00 FEET;

THENCE NORTH 90°00' 00" EAST 13.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 239,549 SQ.FT. OR 5.4993 ACRES, MORE OR LESS.

PARCEL 2

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1324.67 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°20'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.38 FEET;

THENCE NORTH 01°05'11" WEST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 76.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,527 SQ.FT. OR 0.0580 ACRES, MORE OR LESS.

PARCEL 3

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 103.32 FEET TO THE WEST RIGHT-OF-WAY LINE OF MCQUEEN ROAD, ACCORDING TO DOCUMENT NO. 2015-0284067, MARICOPA COUNTY RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°43'52" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 890.41 FEET;

THENCE NORTH 00°19'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

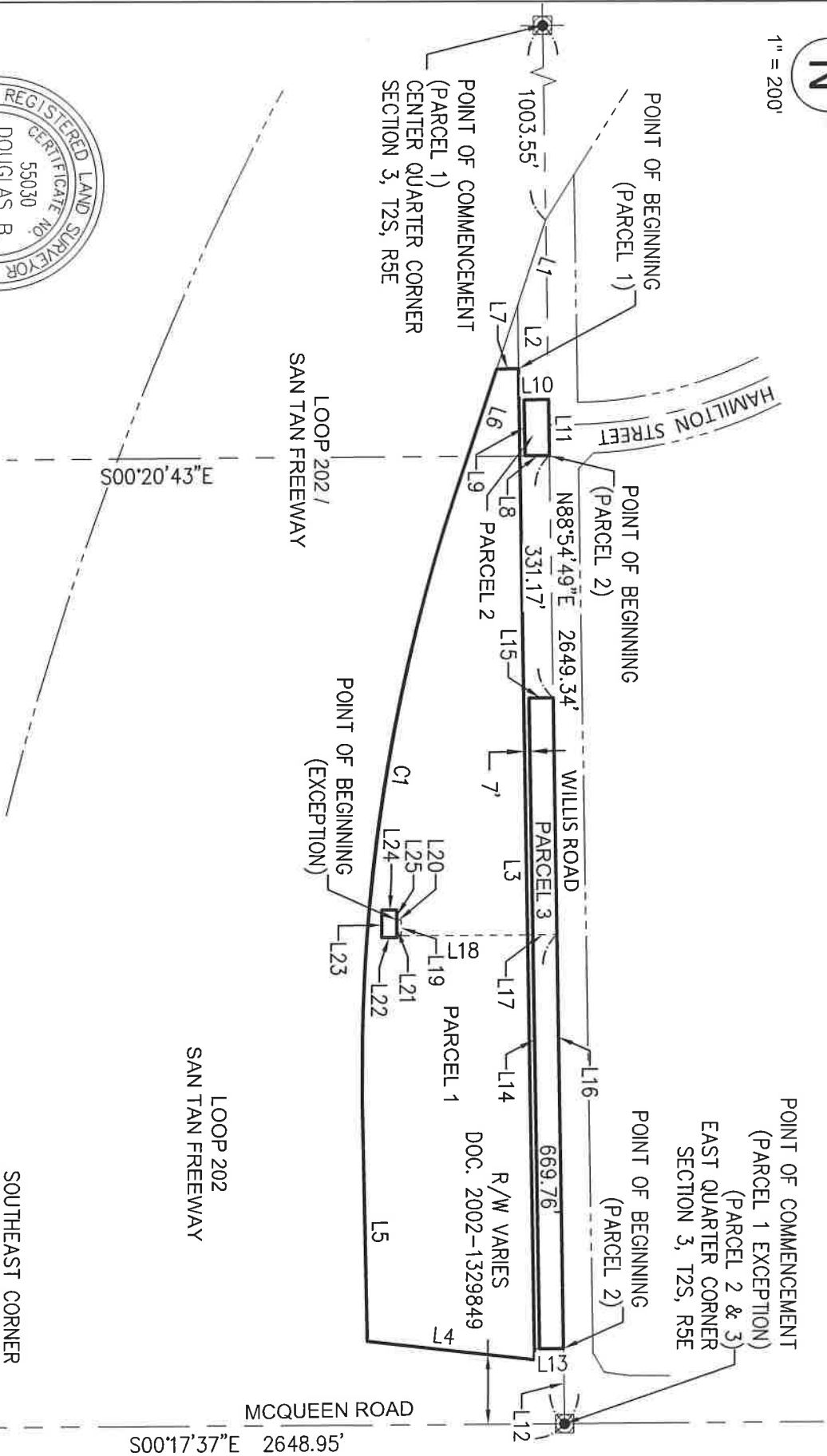
THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 890.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 29,380 SQ.FT. OR 0.6745 ACRES, MORE OR LESS.





1" = 200'



Douglas B. Toney

SHEET 1 OF 2

DATE: 11/9/21

EXHIBIT A
THE PROPERTY

BY: TL	CHK: DT	QC:
--------	---------	-----

BCG PROJECT NO: 050864-01 TASK: 001
CLIENT REF NO:

Bowman

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 628-8830
Fax: (480) 628-8841
www.bowman.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	121.94'	S71°56'22"E
L2	86.56'	N88°54'49"E
L3	1355.46'	N88°54'49"E
L4	229.07'	S06°28'32"W
L5	320.07'	S88°38'41"W
L6	183.66'	N71°56'22"W
L7	30.07'	N01°09'00"W
L8	33.00'	S00°20'43"E
L9	76.38'	S88°54'49"W
L10	33.00'	N01°05'11"W
L11	76.80'	N88°54'49"E
L12	103.32'	S88°54'49"W
L13	33.00'	S00°43'52"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L14	890.41'	S88°54'49"W
L15	33.00'	N00°19'57"W
L16	890.18'	N88°54'49"E
L17	40.00'	S01°05'11"E
L18	172.58'	S00°19'10"E
L19	22.03'	N90°00'00"W
L20	6.02'	S00°00'00"E
L21	24.09'	N90°00'00"E
L22	20.00'	S00°00'00"E
L23	37.62'	N90°00'00"W
L24	20.00'	N00°00'00"E
L25	13.53'	N90°00'00"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	847.18'	2500.00'	019°24'57"



SHEET 2 OF 2	EXHIBIT A THE PROPERTY		
	DATE: 11/9/21	BY: TL	CHK: DT
	QC:		
	BCG PROJECT NO: 050864-01 TASK: 001 CLIENT REF NO:		

Bowman

1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

EXHIBIT B

Preliminary Development Plan ("PDP")

Because of its complexity, the PDP is not capable of being recorded. A full copy of the PDP is on file with the Clerk of the City of Chandler.

EXHIBIT C

Zoning Ordinance

ORDINANCE NO. 4985

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING PARCELS FROM AGRICULTURAL (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY ATTACHED RESIDENTIAL AS REPRESENTED IN CASE PLH21-0005 (THE VILLAGE AT HAMILTON LANDING) LOCATED AT THE SOUTHWEST CORNER OF WILLIS AND MCQUEEN ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, the application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:
As described in *EXHIBIT 'A'*

Said property is hereby rezoned from Agricultural (AG-1) to Planned Area Development (PAD) for single-family attached residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet entitled "The Village at Hamilton Landing," and kept on file in the City of Chandler Planning Division, in File No. PLH21-0005, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.
2. Low to medium density residential shall be permitted up to a maximum density of seven (7) dwelling units per acre.

3. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals, except for modifications approved by the City Engineer.
4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
5. Minimum housing product setbacks shall be as provided below and further detailed in the development booklet:

Front Building Setback (min.)	39 ft. to garage / 5 ft. to livable
Side Yard Setback (min.)	0 ft./ 0 ft.
Rear Yard Setback (min.)	5 ft.

6. The landscaping in all open spaces shall be maintained by the property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.
7. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
8. The following stipulations shall be the responsibilities of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:
 - a. Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.
 - b. The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport

Influence Area), as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".

- c. Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler.
 - d. The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.
 - e. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.
 - f. All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.
 - g. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity, and is encumbered by an avigational easement to the City of Chandler."
9. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report," "Purchase Contracts," CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

10. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt paving surface. Any noise mitigation, if required, is the responsibility of the development.
11. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report," "Purchase Contracts," CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
12. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities
13. Prior to the time of making any lot reservations or subsequent sales agreements, the homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing ranchette and animal privilege properties that may cause adverse noise, odors and other externalities. The "Public Subdivision Report," "Purchase Contracts," CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to agricultural properties that have horse and animal privileges and shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the homebuilder/lot developer, and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. 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, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4985 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

Published:

EXHIBIT 'A'
Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 00°17'37" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 266.56 FEET;

THENCE SOUTH 88°38'41" WEST, A DISTANCE OF 435.10 FEET THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2500.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°24'57", AN ARC DISTANCE OF 847.18 FEET TO A POINT OF TANGENCY;

THENCE NORTH 71°56'22" WEST, A DISTANCE OF 183.66 FEET;

THENCE NORTH 01°09'00" WEST, A DISTANCE OF 70.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1444.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 320,319 SQ.FT. OR 7.3535 ACRES, MORE OR LESS.



EXHIBIT D

Legal Description of the Roadway Dedication Property

November 9, 2021
PROJECT # 050864-01-001

**EXHIBIT D
LEGAL DESCRIPTION OF
ROADWAY DEDICATION PROPERTY**

PARCEL 1

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1324.67 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°20'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.41 FEET;

THENCE NORTH 01°05'11" WEST, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 76.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,298 SQ.FT. OR 0.0528 ACRES, MORE OR LESS.

PARCEL 2

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 103.32 FEET TO THE WEST RIGHT-OF-WAY LINE OF MCQUEEN ROAD, ACCORDING TO DOCUMENT NO. 2015-0284067, MARICOPA COUNTY RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 00°43'52" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 890.39 FEET;

THENCE NORTH 00°19'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 890.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26,709 SQ.FT. OR 0.6132 ACRES, MORE OR LESS.





1" = 200'

CENTER QUARTER CORNER
SECTION 3, T2S, R5E

LOOP 202 /
SAN TAN FREEWAY

S00°20'43"E

LOOP 202
SAN TAN FREEWAY

SOUTHEAST CORNER
SECTION 3, T2S, R5E
BRASS CAP IN HAND HOLE

POINT OF COMMENCEMENT
(PARCEL 1 & 2)
EAST QUARTER CORNER
SECTION 3, T2S, R5E

POINT OF BEGINNING
(PARCEL 2)

POINT OF BEGINNING
(PARCEL 1)

HAMILTON STREET

S88°54'49"W 2649.34'

WILLIS ROAD

PARCEL 2

PARCEL 1

331.17'

L8

L7

L9

L6

L5

L4

L3

L2

L1



[Signature]

SHEET 1 OF 2
DATE: 11/9/21

EXHIBIT D
ROADWAY DEDICATION PROPERTY
BY: TL CHK: DT QC:
BOG PROJECT NO: 050864-01 TASK: 001
CLIENT REF NO:

Bowman
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 628-8630
Fax: (480) 628-8841
www.bowman.com

MCQUEEN ROAD
S00°17'37"E 2648.95'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S00°20'43"E
L2	76.41'	S88°54'49"W
L3	30.00'	N01°05'11"W
L4	76.80'	N88°54'49"E
L5	103.32'	S88°54'49"W
L6	30.00'	S00°43'52"E
L7	890.39'	S88°54'49"W
L8	30.00'	N00°19'57"W
L9	890.18'	N88°54'49"E



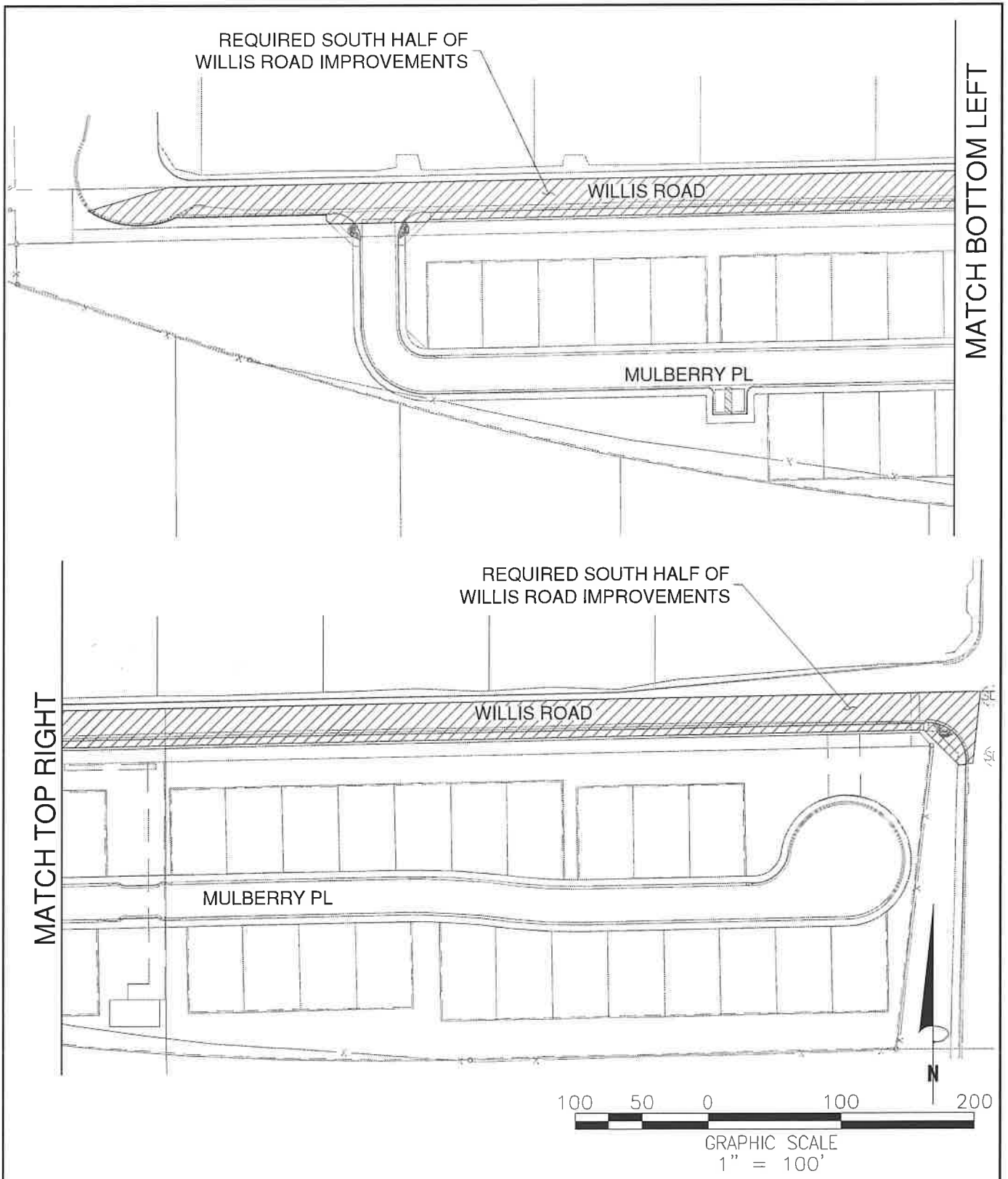
SHEET 2 OF 2	DATE:	EXHIBIT D ROADWAY DEDICATION PROPERTY		
	11/9/21	BY: TL	CHK: DT	QC:
		BCG PROJECT NO: 050864-01 TASK: 001		
		CLIENT REF NO:		

Bowman

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

EXHIBIT E

Willis Road Construction Area



Bowman

1600 N. Desert Drive Ste 210
Tempe, Arizona 85281

Phone: (480) 629-8830
www.bowmanconsulting.com

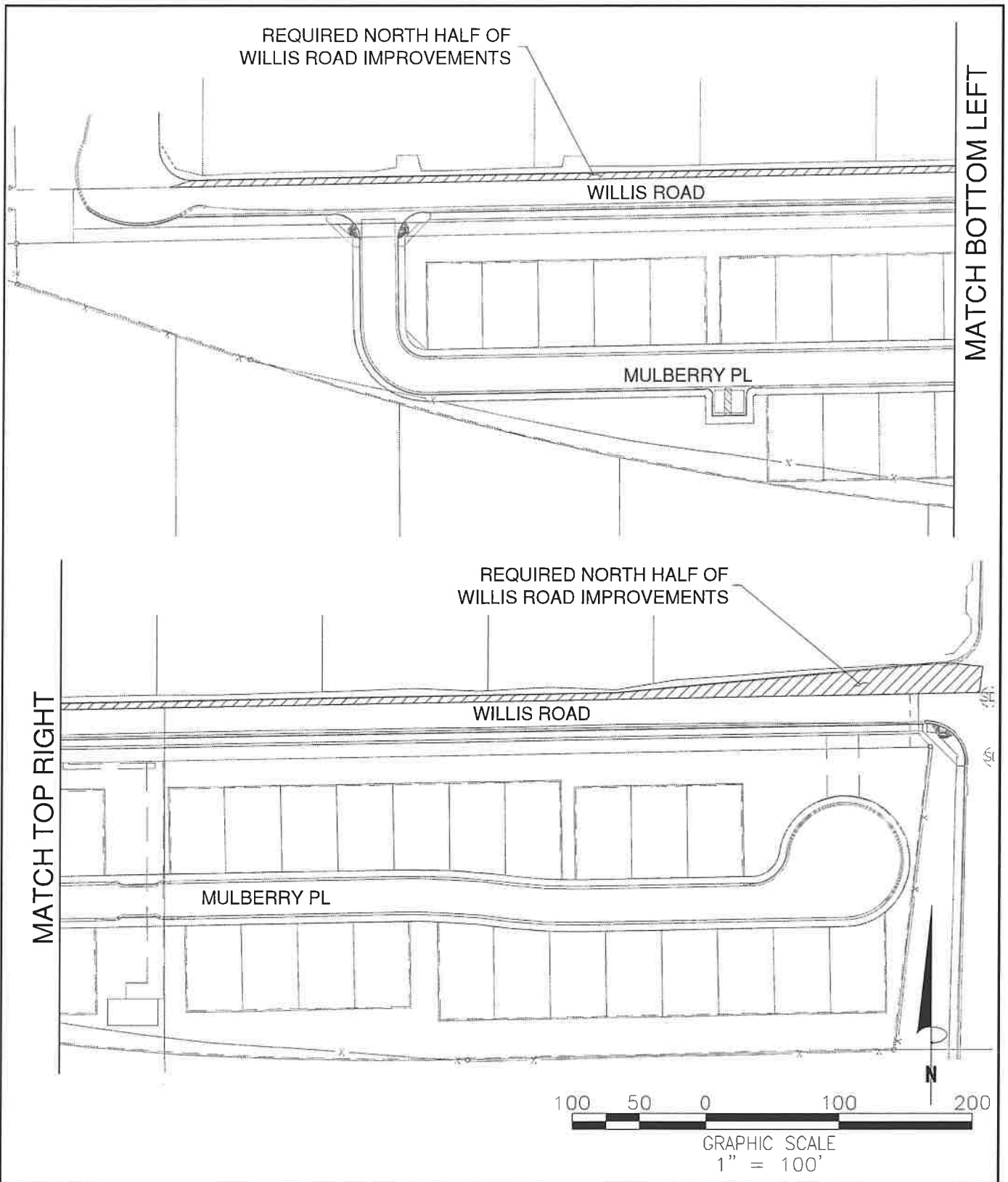
HAMILTON LANDING

CHANDLER, AZ

EXHIBIT E : SOUTH HALF WILLIS ROAD

JOB #	050864
DATE	11/8/2021
SCALE	1"=100'
DRAWN	HAC

SHT 1 OF 1

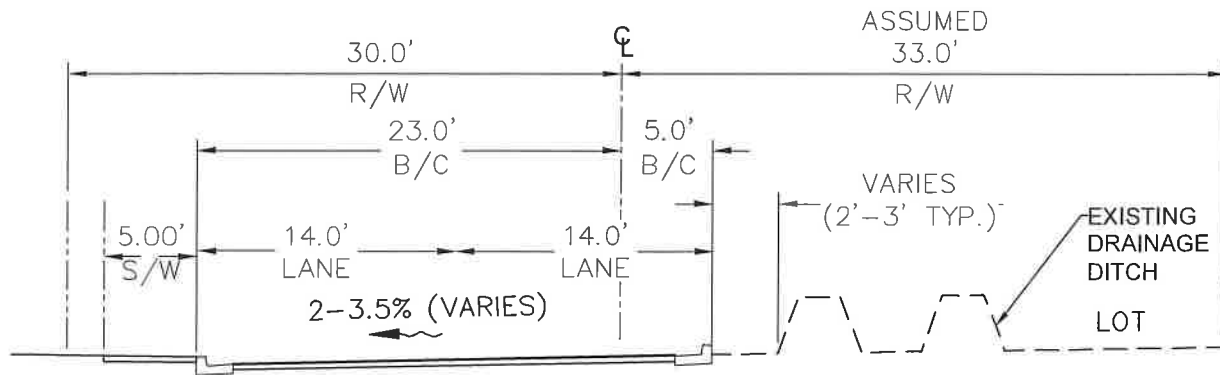


Bowman 1600 N. Desert Drive Ste 210 Tempe, Arizona 85281 Phone: (480) 629-8830 www.bowmanconsulting.com	HAMILTON LANDING CHANDLER, AZ EXHIBIT E : NORTH HALF WILLIS ROAD	JOB # 050864
		DATE 11/8/2021
		SCALE 1"=100'
		DRAWN HAC
		SHT 1 OF 1

EXHIBIT F

Willis Road Cross Section

WILLIS ROAD
 LOOKING WEST
 6" VERTICAL CURB PER MAG 220 - TYPE A



Bowman

1600 N. Desert Drive Ste 210
 Tempe, Arizona 85281

Phone: (480) 629-8830
www.bowmanconsulting.com

HAMILTON LANDING

CHANDLER, AZ

EXHIBIT F: WILLIS ROAD CROSS SECTION

JOB #	050864
DATE	11/8/2021
SCALE	N.T.S.
DRAWN	DST

SHT 1 OF 1

EXHIBIT G

Legal Description of Sarsuezel Property

November 9, 2021
PROJECT # 050864-01-001

**EXHIBIT G
LEGAL DESCRIPTION OF
SARSUEZEL PROPERTY**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°17'37" EAST (BASIS OF BEARINGS), A DISTANCE OF 2648.95 FEET;

THENCE SOUTH 88°54'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 993.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°19'57" EAST, ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF THE NORTH 33 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 88°54'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 331.16 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER;

THENCE NORTH 00°20'43" WEST, ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88°54'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 331.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,928 SQ.FT. OR 0.2509 ACRES, MORE OR LESS.





1" = 200'

CENTER QUARTER CORNER
SECTION 3, T2S, R5E

HAMILTON STREET

POINT OF BEGINNING

WILLIS ROAD

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 3, T2S, R5E

MCQUEEN ROAD

LOOP 202 /
SAN TAN FREEWAY

LOOP 202
SAN TAN FREEWAY

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	33.00'	S00°19'57"E
L2	331.16'	S88°54'49"W
L3	33.00'	N00°20'43"W
L4	331.17'	N88°54'49"E

S00°20'43"E

S00°17'37"E 2648.95'



Douglas B. Toney

EXHIBIT G
SARSUEZEL PROPERTY

BY: TL CHK: DT QC:

BCG PROJECT NO: 050864-01 TASK: 001
CLIENT REF NO:

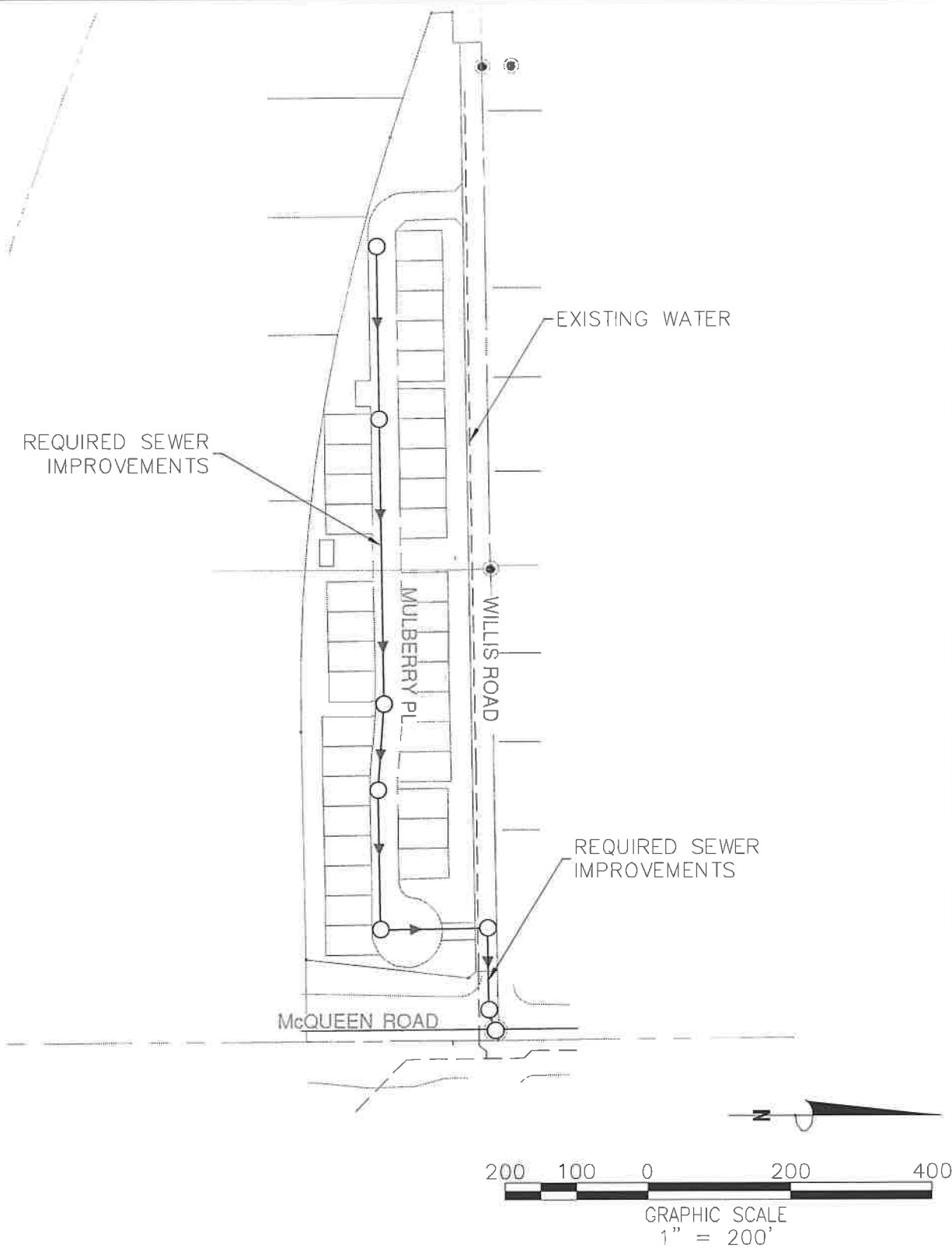
Bowman

1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 828-8830
Fax: (480) 828-8841
www.bowman.com

SOUTHEAST CORNER
SECTION 3, T2S, R5E
BRASS CAP IN HAND HOLE

EXHIBIT H

Required Sewer Improvements



Bowman

1600 N. Desert Drive Ste 210
Tempe, Arizona 85281

Phone: (480) 629-8830
www.bowmanconsulting.com

HAMILTON LANDING

CHANDLER, AZ

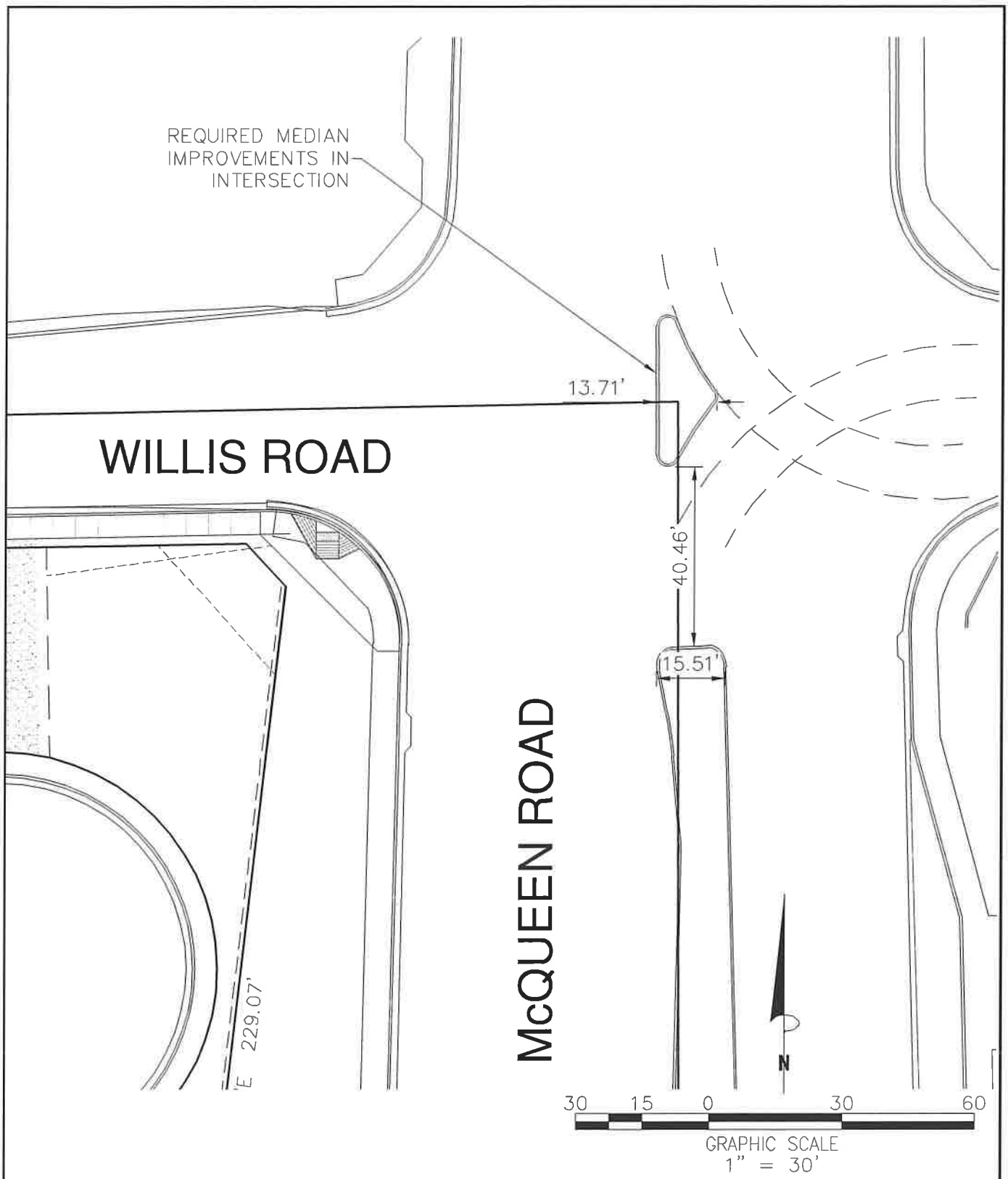
EXHIBIT H: UTILITY IMPROVEMENTS

JOB #	050864
DATE	11/8/2021
SCALE	1"=200'
DRAWN	HAC

SHT 1 OF 1

EXHIBIT I

Required Median Improvements



Bowman

1600 N. Desert Drive Ste 210
Tempe, Arizona 85281

Phone: (480) 629-8830
www.bowmanconsulting.com

HAMILTON LANDING

CHANDLER, AZ

EXHIBIT I : REQUIRED MEDIAN IMPROVEMENTS

JOB # 050864

DATE 11/8/2021

SCALE 1"=30'

DRAWN HAC

SHT 1 OF 1

EXHIBIT J

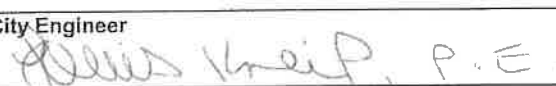
Cul-de-Sac and Primary Entry



Chandler • Arizona
Where Values Make The Difference

Application for Modification to the Standard Detail, Specifications or Technical Design Manual

Date: 9/22/2021

Project Name (Please print) Hamilton Landing	Project Address SWC McQueen Rd and Willis Rd	Permit or Log No. PLT21-0004
Owner's Name New Village Homes	Owner's Address 890 W Elliot Rd, Suite 101 Gilbert AZ	Phone 602-692-5369
Applicant's Name (not company name) Nathan Larson	Applicant's Address 2420 S Power Rd, Suite 105 Mesa AZ	Phone 480-629-8830
Appeal is hereby made to the City Engineer for a modification to, or interpretation of Section <u>2.1.1</u> of the <u>Street Design and Access Control</u> Standards, which requires that: the maximum allowable length of cul-de-sac is 400 feet, measured from the intersection of the right-of-way lines at the throat to the extreme end of the bulb.		
This Standard requirement presents extreme difficulty in this project because (use attachment if necessary): A smaller cul-de-sac or secondary access point to the site creates space limitations that would restrict the number of lots that could be built on this site. The city requirement for solid waste trucks never needing to back up also creates design restrictions that would limit the number of lots.		
I request your acceptance of (use attachment if necessary): Cul-de-sac length of 1,172 ft.		
I believe this proposal is a minor modification and meets the intent of the Standard because: The cul-de-sac preserves the number of lots that can be built, and encourages traffic to the site to flow via Hamilton Road instead of the higher density intersection of Willis Road and McQueen Road. A fire access road will be installed between the end of the cul-de-sac and Willis Road, and will have a looped water connection and sewer connection running through the fire access road.		
Engineer's/ Architect's signature 	Seal (required) 	
DECISION OF THE CITY ENGINEER ☐ Approved ☒ Approved with Stipulation * PROVIDE A MINIMUM OF TWO TRAFFIC CALMING AREAS, EVERY 400' ± ☐ Denied		
Date <u>10/6/21</u>	City Engineer 	

Mailing Address:
P.O. Box 4008, MS 401
Chandler, Arizona 85244-4008

Transportation and Development Department
Engineering Division
Data and Mapping Services Section
215 E. Buffalo St., Chandler Arizona 85225

Telephone: (480) 782-3000
Fax: (480) 782-3150
www.chandleraz.gov
Form No: UDM-173/Engineering
Rev: 12/15/15

****Application must be on-site and available to City inspectors for confirmation of approval.***

APPLICANT'S AGREEMENT TO ABIDE BY CONDITIONS

The undersigned expressly acknowledges and agrees that acceptance of this application for modification from the City Standards and any subsequent issuance of a permit(s) based upon the proposed alternative(s) or modifications(s), has been made subject to certain conditions, which the Engineering Division, in its sole discretion, deems necessary. The undersigned agrees to comply strictly with all conditions imposed by the Engineering Division. With respect to all permit(s) issued based upon any alternative to or modification of the City of Chandler Standards the undersigned's failure to comply strictly with all conditions imposed by the Engineering Division in granting any permit(s) pursuant to this application will render any right to proceed with construction, occupancy or use of any property or premises pursuant to said permit VOID, and will subject the undersigned to immediate revocation of said permit issued in connection with this application. The undersigned and all subsequent owners, occupants or users of these premises claiming any right of occupancy or use of the premises through the undersigned, shall be liable for all costs and expenses, including any reasonable Attorney's Fees and Expert Witness Fees, for enforcement of any condition or term of any permit(s) issued to this application.

The undersigned acknowledges that this agreement does not in any way limit any remedy or right the City may otherwise have with respect to enforcement of any of its codes or Ordinances.

AGREED AND ACCEPTED:

Owner's signature: _____ Date: _____

If the Applicant is not the Owner or the Owner's Architect or Engineer:

Applicant's signature: Nathan Larson _____ Date: 9/22/2021 _____

Applicant's title: Principal _____



CENTERLINE DATA			CENTERLINE CURVE DATA		
LINE #	BEARING	DISTANCE	CURVE #	LENGTH	PI POINT
L1	N70°55'11"W	60.33'			POINT A
L2	S20°24'41"W	115.50'			POINT B
L3	N03°03'37"W	24.23'			POINT C
L4	S08°53'45"W	139.95'			POINT D
L5	S70°55'11"E	225.51'			POINT E

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N1°05'11"W	110.50'
L2	S88°54'49"W	663.93'
L3	N83°01'37"W	24.23'
L4	S68°54'49"W	139.97'
L5	S1°05'11"E	23.50'



Application for Modification to the Standard Detail, Specifications or Technical Design Manual

Date: 10/19/2021

Project Name (Please print) Hamilton Landing	Project Address SWC McQueen Rd and Willis Rd	Permit or Log No. PLT21-0004
Owner's Name New Village Homes	Owner's Address 890 W Elliot Rd, Suite 101 Gilbert AZ	Phone 602-692-5369
Applicant's Name (not company name) Nathan Larson	Applicant's Address 2420 S Power Rd, Suite 105 Mesa AZ	Phone 480-629-8830
Appeal is hereby made to the City Engineer for a modification to, or interpretation of Section <u>FD Form No. 733</u> of the <u>Chandler Fire Department</u> Standards, which requires that: <u>The emergency access gate be 55' from back of curb.</u>		
This Standard requirement presents extreme difficulty in this project because (use attachment if necessary): Willis Road is being designed as a local road with an offset center, leading to more of the street on the south half of Willis Road. This leads to the gate being a distance of 53' from the back of curb.		
I request your acceptance of (use attachment if necessary): The emergency access gate being place 53' away from back of curb on Willis Road.		
I believe this proposal is a minor modification and meets the intent of the Standard because: The gate is just shy of 55' and it would be 55' away from back of curb if Willis Road was a typical street section. Additionally, with northbound left turns in and eastbound left turns out being restricted on Willis and only a limited amount of , traffic will be limited		
Engineer's/ Architect's signature <i>Nathan Larson</i>	Seal (required)  <i>Nathan Larson</i>	
DECISION OF THE CITY ENGINEER ☒ Approved ☐ Approved with Stipulation ☐ Denied		
Date <u>11/1/21</u>	City Engineer <i>Joel V. P.E.</i>	

Mailing Address:
P.O. Box 4008, MS 401
Chandler, Arizona 85244-4008

**Transportation and Development Department
Engineering Division
Data and Mapping Services Section
215 E. Buffalo St., Chandler Arizona 85225**

Telephone: (480) 782-3000
Fax: (480) 782-3150
www.chandleraz.gov
Form No: UDM-173/Engineering
Rev: 12/15/15

****Application must be on-site and available to City inspectors for confirmation of approval.***

APPLICANT'S AGREEMENT TO ABIDE BY CONDITIONS

The undersigned expressly acknowledges and agrees that acceptance of this application for modification from the City Standards and any subsequent issuance of a permit(s) based upon the proposed alternative(s) or modifications(s), has been made subject to certain conditions, which the Engineering Division, in its sole discretion, deems necessary. The undersigned agrees to comply strictly with all conditions imposed by the Engineering Division. With respect to all permit(s) issued based upon any alternative to or modification of the City of Chandler Standards the undersigned's failure to comply strictly with all conditions imposed by the Engineering Division in granting any permit(s) pursuant to this application will render any right to proceed with construction, occupancy or use of any property or premises pursuant to said permit VOID, and will subject the undersigned to immediate revocation of said permit issued in connection with this application. The undersigned and all subsequent owners, occupants or users of these premises claiming any right of occupancy or use of the premises through the undersigned, shall be liable for all costs and expenses, including any reasonable Attorney's Fees and Expert Witness Fees, for enforcement of any condition or term of any permit(s) issued to this application.

The undersigned acknowledges that this agreement does not in any way limit any remedy or right the City may otherwise have with respect to enforcement of any of its codes or Ordinances.

AGREED AND ACCEPTED:

Owner's signature: _____ Date: _____

If the Applicant is not the Owner or the Owner's Architect or Engineer:

Applicant's signature: Nathan Saxon Date: 10/19/2021

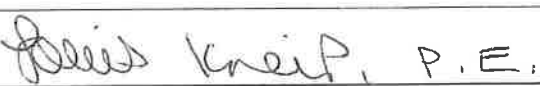
Applicant's title: Principal



Chandler • Arizona
Where Values Make The Difference

Application for Modification to the Standard Detail, Specifications or Technical Design Manual

Date: 10/19/2021

Project Name (Please print) Hamilton Landing	Project Address SWC McQueen Rd and Willis Rd	Permit or Log No. PLT21-0004
Owner's Name New Village Homes	Owner's Address 890 W Elliot Rd, Suite 101 Gilbert AZ	Phone 602-692-5369
Applicant's Name (not company name) Nathan Larson	Applicant's Address 2420 S Power Rd, Suite 105 Mesa AZ	Phone 480-629-8830
Appeal is hereby made to the City Engineer for a modification to, or interpretation of Section <u>C-202</u> of the <u>Street Design and Access Control</u> Standards, which requires that: The sanitary sewer be placed 6' south of centerline and the water main to be placed 1' north of the sidewalk.		
This Standard requirement presents extreme difficulty in this project because (use attachment if necessary): A storm pipe system will be utilized that will run in the center of the road to allow proper drainage throughout the site. At 6' south of centerline the sewer system would not have enough separation from the storm drain system. The water line location of 1' north of the back of sidewalk would not be feasible due to the right of way for each lot beginning at the back of sidewalk.		
I request your acceptance of (use attachment if necessary): Sanitary sewer location 8' south of centerline and waterline main location 8' north of centerline.		
I believe this proposal is a minor modification and meets the intent of the Standard because: The standard utility location in collector streets, where it shows storm drain, has an 8' separation between the storm drain and sanitary sewer. The dry utilities will also all be within the street tract.		
Engineer's/ Architect's signature 	Seal (required) 	
DECISION OF THE CITY ENGINEER ☒ Approved ☐ Approved with Stipulation ☐ Denied		
Date 11/1/21	City Engineer 	

Mailing Address:
P.O. Box 4008, MS 401
Chandler, Arizona 85244-4008

Transportation and Development Department
Engineering Division
Data and Mapping Services Section
215 E. Buffalo St., Chandler Arizona 85225

Telephone: (480) 782-3000
Fax: (480) 782-3150
www.chandleraz.gov
Form No: UDM-173/Engineering
Rev: 12/15/15

****Application must be on-site and available to City inspectors for confirmation of approval.***

APPLICANT'S AGREEMENT TO ABIDE BY CONDITIONS

The undersigned expressly acknowledges and agrees that acceptance of this application for modification from the City Standards and any subsequent issuance of a permit(s) based upon the proposed alternative(s) or modifications(s), has been made subject to certain conditions, which the Engineering Division, in its sole discretion, deems necessary. The undersigned agrees to comply strictly with all conditions imposed by the Engineering Division. With respect to all permit(s) issued based upon any alternative to or modification of the City of Chandler Standards the undersigned's failure to comply strictly with all conditions imposed by the Engineering Division in granting any permit(s) pursuant to this application will render any right to proceed with construction, occupancy or use of any property or premises pursuant to said permit VOID, and will subject the undersigned to immediate revocation of said permit issued in connection with this application. The undersigned and all subsequent owners, occupants or users of these premises claiming any right of occupancy or use of the premises through the undersigned, shall be liable for all costs and expenses, including any reasonable Attorney's Fees and Expert Witness Fees, for enforcement of any condition or term of any permit(s) issued to this application.

The undersigned acknowledges that this agreement does not in any way limit any remedy or right the City may otherwise have with respect to enforcement of any of any of its codes or Ordinances.

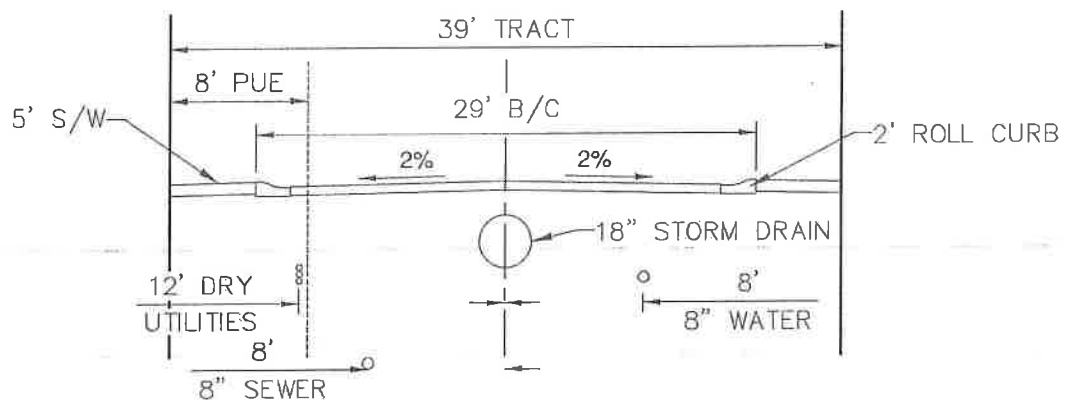
AGREED AND ACCEPTED:

Owner's signature: _____ Date: _____

If the Applicant is not the Owner or the Owner's Architect or Engineer:

Applicant's signature: Nathan Larson Date: 10/19/2021

Applicant's title: Principal



Bowman
CONSULTING

1295 W. Washington Street Phone: (480) 629-8830
Suite 108 Fax: (480) 629-8841
Tempe, AZ 85281 www.bowmanconsulting.com

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TYPICAL STREET SECTION
HAMILTON LANDING
CHANDLER, AZ

Scale: N.T.S.