

When recorded return to:
City Attorney
City of Glendale
5850 W. Glendale Avenue
Suite 450
Glendale, Arizona 85301

**DEVELOPMENT AGREEMENT
STREETS IN-LIEU FEE: INDUSTRIAL
WEST GLENDALE SERVICE AREA**

This Development Agreement (the “**Agreement**”) is made and entered into as of this _____ day of _____ 2021, by and between the City of Glendale, an Arizona municipal corporation (the “**City**”), and Sarival Development, LLC, a Delaware limited liability company (“**Developer**”). Developer and the City are sometimes referred to collectively in the Agreement as the “**Parties**” or individually as a “**Party**”.

RECITALS

WHEREAS, Developer is a private developer that owns approximately 148 acres, generally located at the northwest corner of Sarival Avenue and Bethany Home Road, as legally described in Exhibit “D” (“**Developer Property**”); and illustrated on site plan Exhibit “E”, and

WEHERAS, the Developer Property is located within the City’s municipal boundaries and specifically in the West Glendale Service Area as related to street facilities; and

WHEREAS, Arizona Revised Statutes (A.R.S.) § 9-463.05 provides a framework for cities to assess, collect and administer development fees; and

WHEREAS, as required by law, the City retained the services of an outside consultant to complete an update of the City’s development impact fees for compliance with the requirements of A.R.S. § 9-463.05; and

WHEREAS, the report prepared by the outside firm of TischlerBise entitled *Land Use Assumptions, Infrastructure Improvements Plan and Development Fee Report, September 2019*, did not calculate a streets-related development impact fee for what the study called the West Glendale Service Area due to the unknown nature of development and the associated transportation infrastructure; and

WHEREAS, the report recommends the City may want to enter into development agreements with developers to collect payments to help cover the costs of street infrastructure improvements on a case-by-case basis; and

WHEREAS, the City has determined that due to the extensive growth and rapid rate of development applications in the West Glendale Service Area, it is necessary and appropriate to collect an in-lieu fee, formally called the Streets In-Lieu Fee (“SILF”) to ensure this new growth pays its proportionate share of street infrastructure improvements; and

WHEREAS, the City has determined that the \$634 per 1,000 square feet of industrial building fee currently utilized in the area known as the East Glendale Service Area in the TischlerBise study is appropriate for the West Glendale Service Area, and that the resulting projected fee revenue and expenditures would be similar; and

WHEREAS, Developer will construct street improvements as depicted in Exhibit “A” (the “**Street Improvements**”) that will serve the Developer Property as well as other properties in the West Glendale Service Area; and

WHEREAS, in consideration of the public infrastructure to be built by Developer, the City will credit the cost of one 12-foot lane of arterial roadway constructed against the in-lieu fee owed by Developer provided that Developer constructs a minimum of 2.5 lanes of arterial street improvements which constitutes the ultimate half-street improvements for the area; and

WHEREAS, no in-lieu fee credit will be given to Developer for street improvements that are necessary and customarily required for Developer’s project to function in a safe and satisfactory manner in regards to traffic; and

WHEREAS, in order to accomplish all these goals, the Parties wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the City and Developer agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals above are incorporated and made a part of this Agreement.

2. Arterial Street Improvements. Developer will manage the construction of the Street Improvements as follows:

(a) Scope of Work. Developer will design, construct, or cause to be constructed, and will dedicate to the City the street improvements and associated right-of-way described in Exhibit “A” to this Agreement, subject to the terms and conditions of this Agreement.

(b) Street Improvement Construction Documents and Permits. Construction documents for the Street Improvements shall be funded by the Developer and shall be prepared under the direction of and approved by the City. The construction documents shall be consistent with all applicable ordinances, resolutions, regulations, guidelines, standards, adopted by the City that are in effect when the permits for the Street Improvements are issued.

3. Streets In-Lieu Fee Credit. Developer understands and acknowledges that the Street Improvements are not currently included in any existing capital improvement plans ("CIP") and the City has no plans and no financial means to undertake the actions necessary to complete the Street Improvements. Therefore, for and in consideration of the completion of the Street Improvements to include 2.5 lanes of traffic for the adjacent half-street (5 lanes for full street) and recognition of the benefits received by the City from the Street Improvements, the City will credit the cost for one 12-foot lane of Street Improvements (two 12 foot lanes if full street is being constructed) by and through a credit toward the SILF that would be charged and assessed upon the industrial development project built by Developer. The SILF is calculated on the form attached as Exhibit "B". The City will apply such credit to the SILF that would be charged and assessed upon the industrial development at the time Sarival Development, LLC pulls permits to construct the associated building(s). The credit is calculated on the form attached as Exhibit "C". Such credits will not exceed the SILF as calculated in Exhibit B, except in the case when the Developer is constructing permanent Street Improvements adjacent to future phases of development. In this case, should the SILF credit exceed the SILF calculated for the specific phase, then a credit may be carried over and credited to the SILF associated with a future building. The SILF credit would be applied at the time permits are issued for the future building. Should the Developer fail to pull permits for a subsequent building(s) within 36 months of the Effective Date of this Agreement, the SILF credit is forfeited. If the City enters into a development agreement with another developer within 24 months after the date the last party signs this Agreement, and agrees to collect a SILF less than \$634 per 1,000 sq.ft. for speculative industrial buildings or provide a SILF credit using an amount greater than \$95 per lineal foot, then the City agrees to refund to Developer the difference between the SILF paid by Developer and the SILF that would have been paid by Developer using the reduced SILF or the increased SILF credit.

4. Adjustment of Unit Fees and Prices. The City may evaluate the Unit Fee on the SILF Calculation Form and the Unit Price on the SILF Credit Form and make adjustments as the market dictates. Any adjustments causing the Unit Fee or Unit Price to deviate more than 20% from the original numbers shall cause this Agreement to be presented to City Council for approval.

5. Development Impact Fees. This Agreement is only for the purpose of establishing and calculating an in-lieu fee related to streets. In addition to the SILF, Developer will pay all development impact fees according to the Glendale City Council approved Development Impact Fee Schedule in existence at the time structures are permitted. In the event the City adopts a street impact fee within 24 months after the effective date of this Agreement that is less than the \$634 per 1,000 sq.ft. for industrial buildings, then City will provide a credit to Developer equal to the difference of the amount of SILF paid minus the SILF credit, and the amount of street impact fees that would have been collected under the new development impact fee schedule. In the event the City adopts a street impact fee within 24 months after the effective date of this Agreement that exceeds \$634 per 1,000 sq.ft. for industrial buildings, then the street impact fee will be assessed against the initial building, the Developer shall pay the difference between the new street DIF and the amount paid in SILF, this amount will be capped at \$665 per 1,000 sq.ft.

6. Future Phases. Developer shall pay all DIF fees on all future buildings based on the approved DIF fee schedule at the time their construction documents for the future buildings are approved, including but not limited to Police, Fire, Streets, Library, Parks and Recreation, or

in the event there is no approved DIF fee schedule in effect at such time, the SILF applies to future buildings.

7. Bethany Home and Sarival Traffic Signal. The Parties acknowledge that Developer's payment of the SILF shall constitute Developer's payment of its share of the design and construction costs for the future traffic signal at Bethany Home Road and Sarival Avenue.

8. Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are incorporated and made a part of this Agreement.

9. Amendment of the Agreement. This Agreement may be amended or canceled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

10. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. Nothing contained in this Agreement shall be construed to make any non-party to this Agreement a third-party beneficiary of this Agreement.

11. Assignment. Developer may not assign their rights and/or obligations under this Agreement (jointly or severally) without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding this provision, Developer has the right to assign and/or transfer their rights and obligations under this Agreement to (a) any business entity, company or affiliate that is directly or indirectly owned or controlled by Developer; or (b) any third-party purchaser acquiring all or any part of the Developer Property. In the event Developer sells any of the Developer Property to a third party, Developer will ensure that the obligations of this Agreement are fulfilled, either by the Developer or the third-party purchaser, if necessary.

12. Notices. Any notices required or permitted to be given pursuant to this Agreement may be delivered in person, emailed or mailed, certified mail, return receipt requested to the following addresses:

To City: City of Glendale
Attention: City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301
Email: kphelps@glendaleaz.com

With copy to: City of Glendale
Attention: City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301
Email: mbailey@glendaleaz.com

To Developer: Sarival Development
Attn: Scott Haugen
150 South 5th Street, Suite 2675
Minneapolis, MN 55402
Email: shaugen@wptreit.com

With copy to: Beus Gilbert McGroder PLLC
Attn: Jeffrey Blilie
701 N. 44th Street
Phoenix, AZ 85008
Email: jblilie@beusgilbert.com

13. Governing Law. This Agreement is governed by the laws of the State of Arizona.

14. Venue. Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Maricopa County, Arizona, and the Parties irrevocably waive any right to object to such venue.

15. Conflicts. Developer acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on the City's behalf is also an employee, agent or consultant of any other Party to this Agreement.

16. Cooperation and Alternative Dispute Resolution.

(a) Representatives. To further the cooperation of the Parties in implementing this Agreement, each Party will designate and appoint a representative to act as a liaison. The representatives of each Party will 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.

(b) Impasse. The City acknowledges and agrees that it is desirable for the Parties to proceed rapidly with the implementation of this Agreement and the development of the Developer Property. Accordingly, the Parties agree that if at any time Developer believes an impasse has been reached with the City staff on any issue, Developer has the right to immediately appeal to the City's representative for an expedited decision pursuant to this Section. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give Developer a final administrative decision within seven (7) days after the Developer's request for an expedited decision.

(c) Mediation. If there is a dispute hereunder which the Parties cannot resolve between, 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 ("AAA") 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 the Parties. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Parties 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 the Parties. 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.

17. Miscellaneous. This Agreement shall be interpreted, applied, and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either Party, as both Parties have been involved in the drafting of its provisions. This Agreement constitutes the entire agreement of the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings, and agreements concerning such matters. No provision of this Agreement may be waived or modified except by an amendment signed by the Party against whom such modification or waiver is sought.

18. Severability. In the event that any phrases, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

19. Cooperation and Further Acts. The Parties shall act reasonably with respect to any and all matters which require either party to review, consent or approve any act or matter herein.

20. Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

21. Term. The term of this Agreement shall commence upon the date the last Party signs this Agreement and shall end at the earlier of (a) three (3) years from the Effective Date; or (b) the date the Agreement is terminated in a writing signed by the Parties or by an order of a court of competent jurisdiction.

22. Lender Consent. If, at the present, or at any other time or times, all or any part of the Developer Property is or becomes encumbered by a lien or encumbrance superior or prior to the terms, covenants and provisions of this Agreement, then Developer, its successors or assigns, shall either obtain an appropriate consent and subordination from the lienholder or take such action as may be necessary to remove and discharge such prior lien or encumbrance. Without limiting the generality of the foregoing, Developer shall timely pay any and all real property taxes and assessments levied against or allocable to the Developer Property.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as follows:

CITY OF GLENDALE, ARIZONA,
an Arizona municipal corporation,

Kevin Phelps
City Manager

ATTEST:

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

SARIVAL DEVELOPMENT, LLC, a Delaware limited liability company

[Handwritten Signature]

State of Minnesota)
County of Hennepin)

This instrument was acknowledged before me on this 15th day of July, 2021, by MART CIMINO. In witness whereof I hereunto set my hand and official seal.

[Handwritten Signature]
Notary Public

My commission expires: 1/31/2022



EXHIBIT A
Street Improvements

[see following pages]

EXHIBIT A Street Improvements - Drawing Log

Sarival Logistics Center
Glendale, AZ

Dwg No.	Drawing Name	Prepared By	Original Issue Date	Revision Date
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Paving Plans

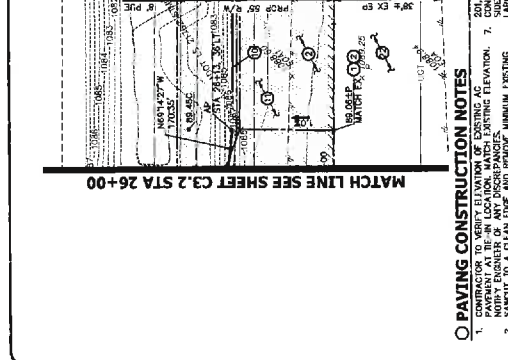
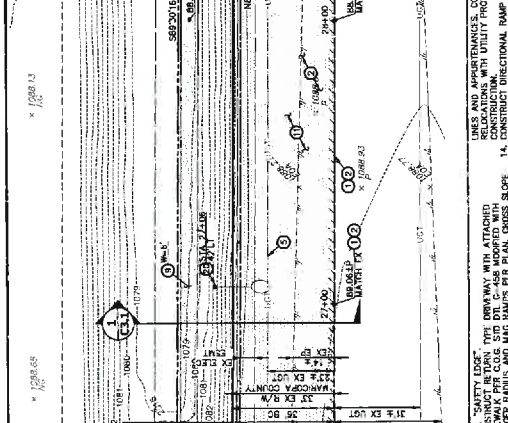
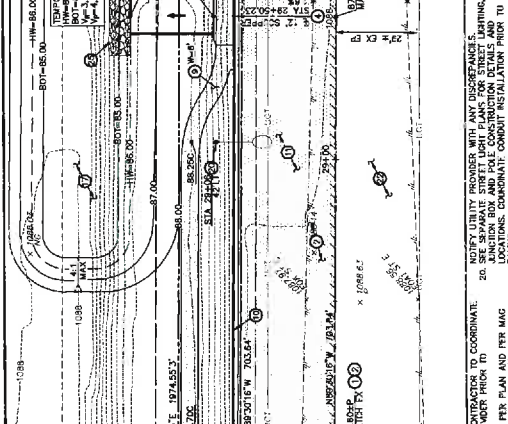
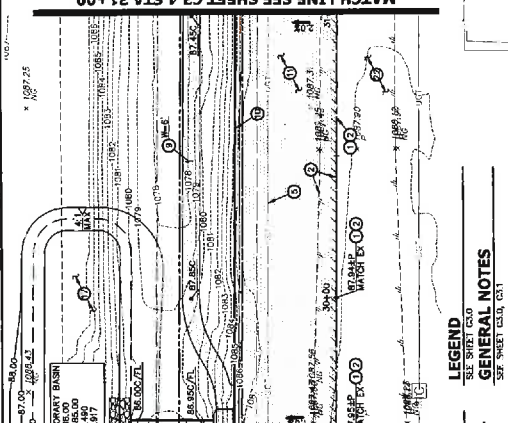
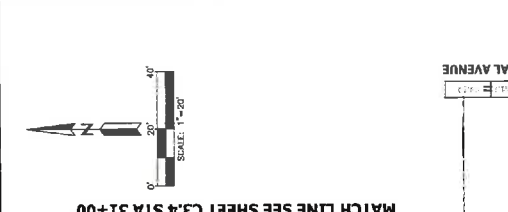
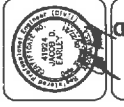
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C3.1	Typical Sections	Hunter Engineering	06/22/21	
C3.2	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.3	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.4	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.5	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.6	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.7	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.8	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.9	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.10	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.11	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.12	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.13	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	
C3.14	Offsite Paving Plan & Profile	Hunter Engineering	06/22/21	

Striping Plans

C4.0	Signing & Pavement Markings Plan	Hunter Engineering	06/22/21	
C4.1	Signing & Pavement Markings Plan	Hunter Engineering	06/22/21	
C4.2	Signing & Pavement Markings Plan	Hunter Engineering	06/22/21	
C4.3	Signing & Pavement Markings Plan	Hunter Engineering	06/22/21	
C4.4	Signing & Pavement Markings Plan	Hunter Engineering	06/22/21	

Street Light Plans

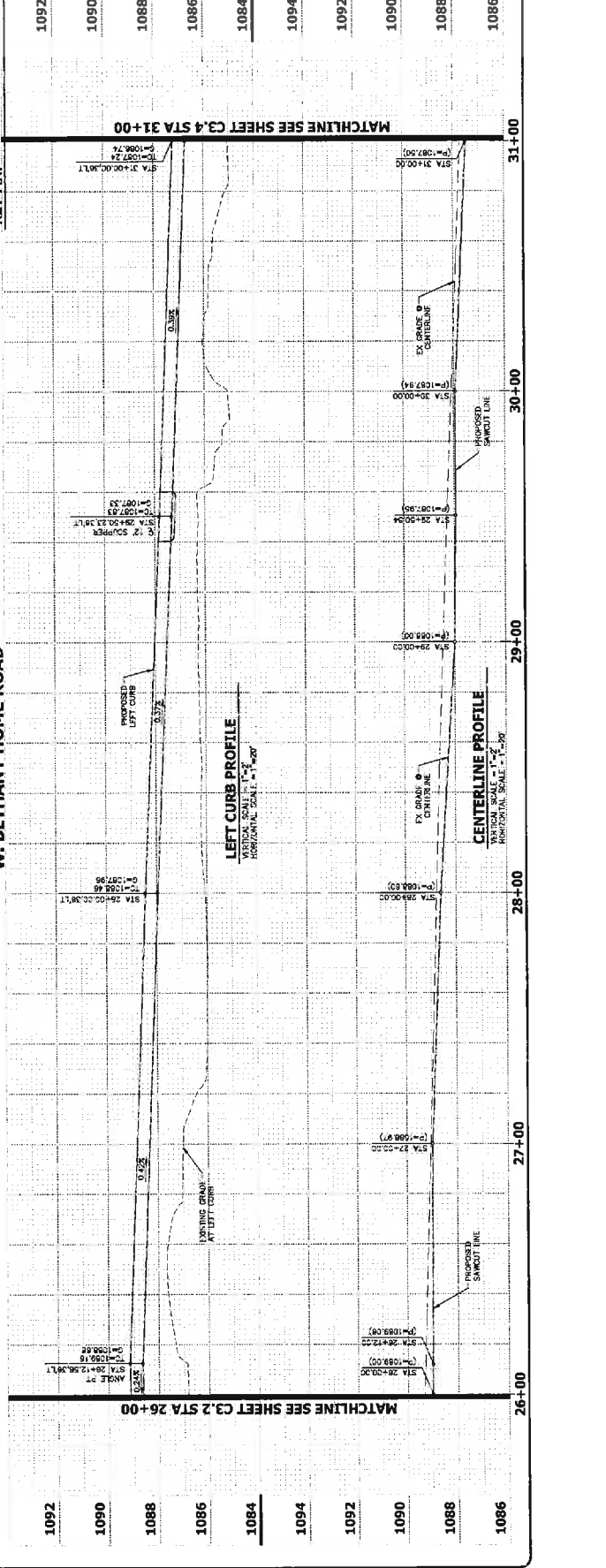
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SL2	Street Light Plan	Wright Engineering Corporation	05/10/21	
SL3	Street Light Plan	Wright Engineering Corporation	05/10/21	
SL4	Street Light Plan	Wright Engineering Corporation	05/10/21	

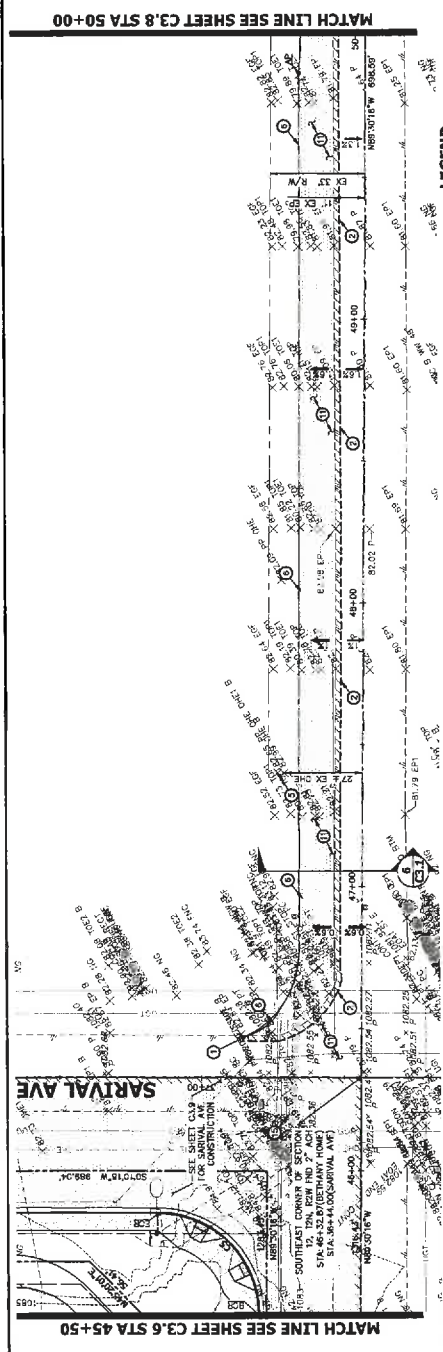
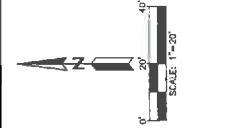
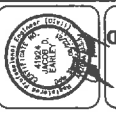


LEGEND
GENERAL NOTES
 20. SEE SEPARATE STREET LIGHT PLANS FOR STREET LIGHTING, JUNCTION BOX AND POLE CONSTRUCTION DETAILS AND PANELS. COORDINATE LIGHT FIXTURES WITH THE PAVING PLAN.
 21. ALL CURB SHALL BE CONCRETE AND SHALL BE 18" HIGH.
 22. CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS IN PLACE.
 23. CONSTRUCT DUAL RAMP AT INTERSECTION PER SHEET C3.1.
 24. INSTALL 18" RAMP UPON PER PLAN AND DETAIL 8 ON SHEET C3.1. HAND PLAYS PER MAG SPEC #703.2. DUB-4" PER LANDSCAPE PLANS. SETBACK AND KEY RAMP INTO BASIN.

NOTES
 1. CURB DATA IS MEASURED FROM THE BACK OF THE CURB.
 2. ALL NOTES ARE USED ON THIS SHEET.

LEGEND
GENERAL NOTES
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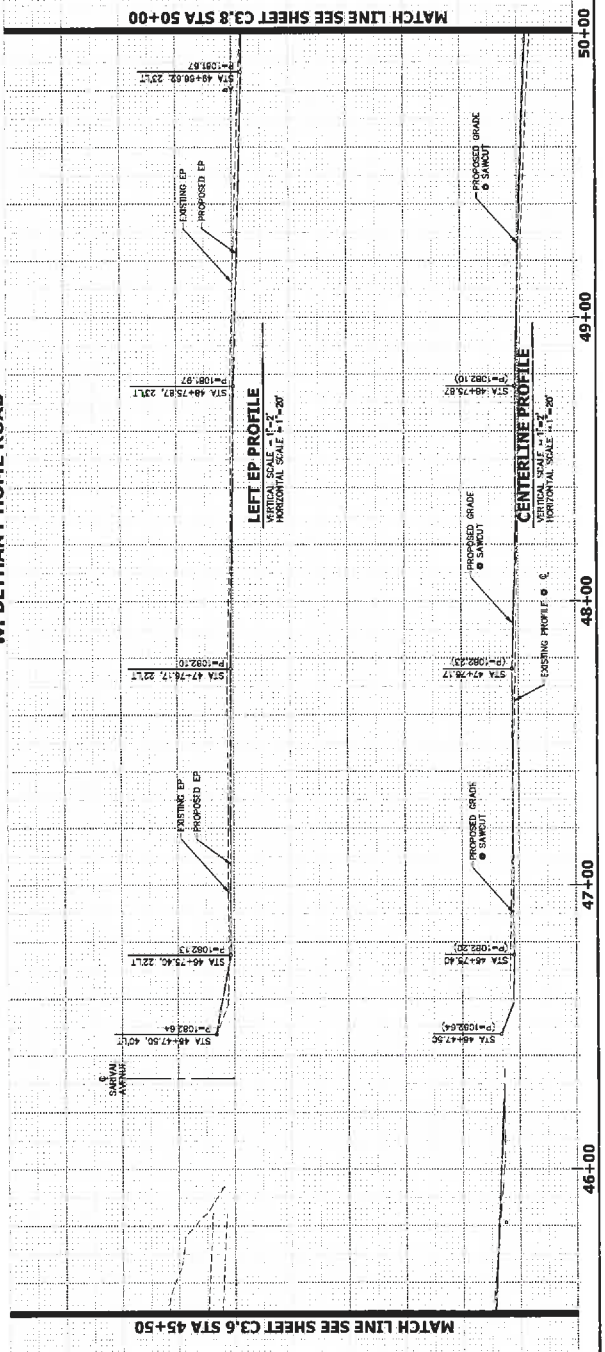




LEGEND
 SEE SHEET C3.0
GENERAL NOTES
 SEE SHEET C3.0, C3.1
NOTES
 1. CONSTRUCTION SHALL BE MEASURED FROM THE BACK OF THE CURB.
 2. BACK OF THE CURB.

CHISEL	PAVING	LENGTH	DELTA
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KEY MAP

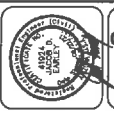


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 MATCH LINE SEE SHEET C3.8 STA 50+00

NO.	DATE	REVISION

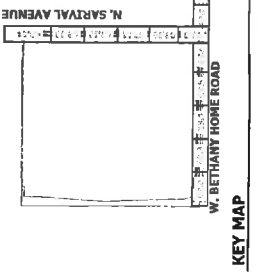
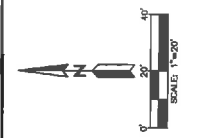
DESIGN BY: LJC
 CHECKED BY: LJC
 DATE: 08/11/15

HUNTER ENGINEERING
 CIVIL AND SURVEY
 1050 NORTH 74TH STREET
 SCOTTSDALE, AZ 85258
 PHONE: 480.981.2000
 FAX: 480.981.2008

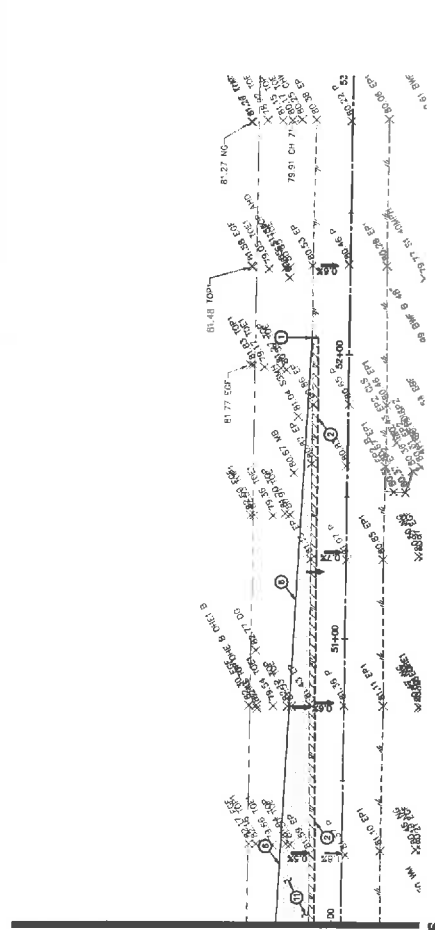


OFFSITE PAVING PLAN & PROFILE
 FOR
 SARIVAL AVENUE & W. BETHANY HOME RD
 WMC N. SARIVAL AVE & W. BETHANY HOME RD
 GLENDALE, ARIZONA

PROJECT NAME: SARIVAL AVENUE & W. BETHANY HOME RD
 PROJECT NUMBER: 15-001
 SHEET: C3.8
 SCALE: 1"=20'

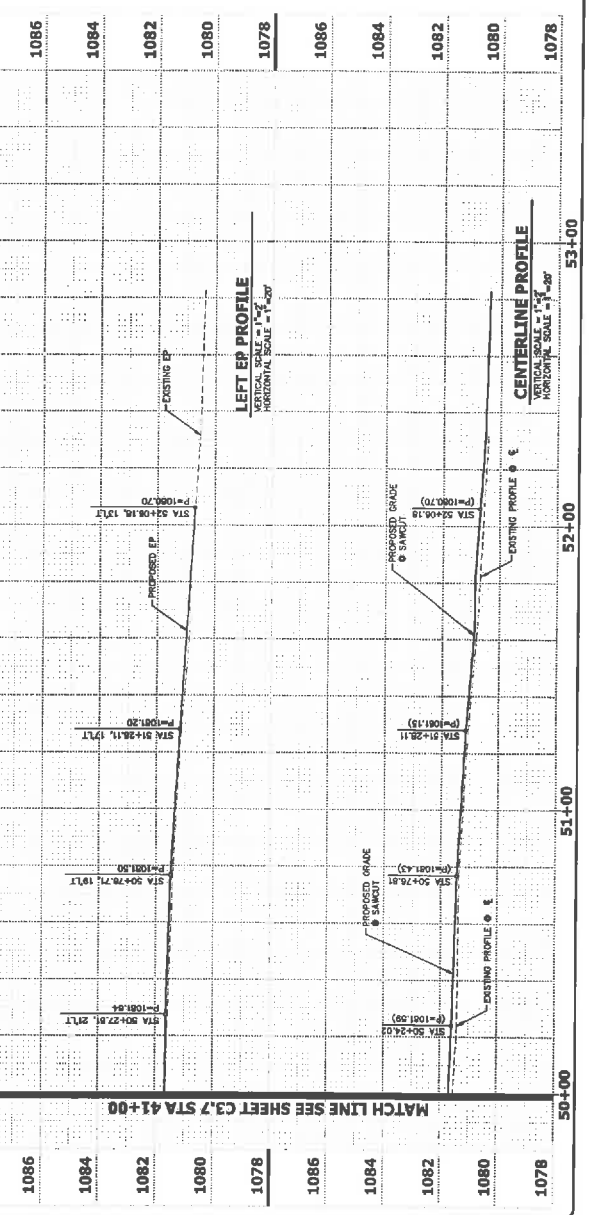


LEGEND
 SEE SHEET C3.0
GENERAL NOTES
 SEE SHEET C3.0, C3.1
NOTES
 1. NOT ALL NOTES ARE LISTED ON THIS SHEET.
 2. NOTES NOT SHOWN ARE LOCATED ON THE BACK OF THE SHEET.



PAVING CONSTRUCTION NOTES

1. PROVIDE 12" MIN. CURB AND GUTTER AT ALL LOCATIONS.
2. PROVIDE 12" MIN. CURB AND GUTTER AT ALL LOCATIONS.
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30. PROVIDE 12" MIN. CURB AND GUTTER AT ALL LOCATIONS.

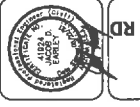


MATCH LINE SEE SHEET C3.7 STA 50+00

MATCH LINE SEE SHEET C3.7 STA 41+00

HUNTER ENGINEERING
 CIVIL AND SURVEY
 10400 NORTH 73RD STREET
 SCOTTSDALE, AZ 85258
 PHONE: 480.352.8888
 FAX: 480.352.8889

PROJECT: OFFSITE PAVING PLAN & PROFILE FOR N. SARIVAL AVENUE & W. BETHANY HOME ROAD, GLENDALE, ARIZONA
 SHEET: C3.11
 DATE: _____
 BY: _____
 CHECKED BY: _____
 APPROVED BY: _____



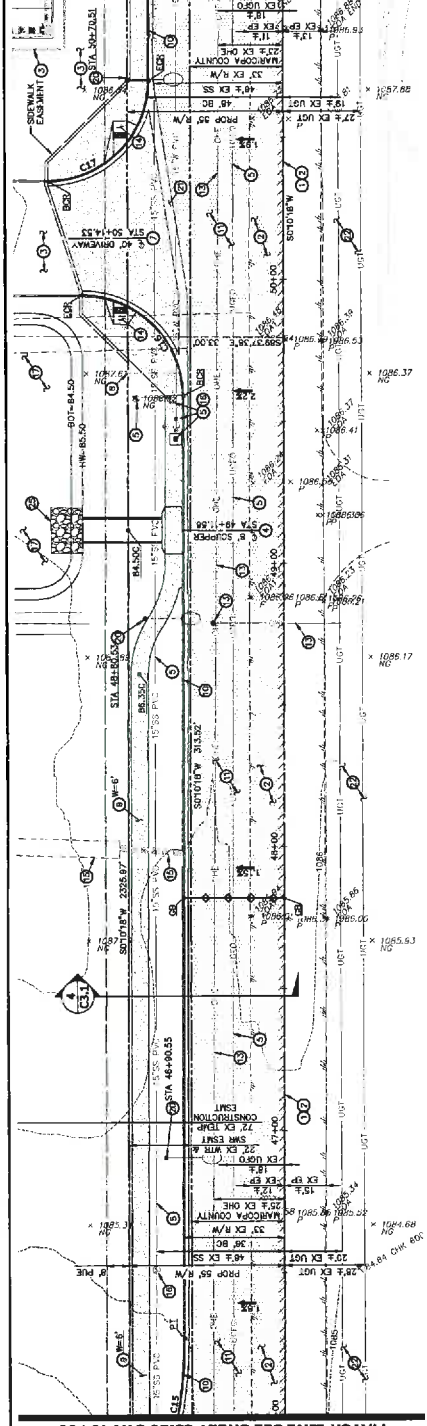
OFFSITE PAVING PLAN & PROFILE
 FOR
N. SARIVAL AVENUE & W. BETHANY HOME ROAD
 GLENDALE, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED CONTRACT FROM THE COUNTY OF MARICOPA.

PROJECT NAME: N. SARIVAL AVENUE
 PROJECT NUMBER: 100000001
 SHEET: C3.11



MATCH LINE SEE SHEET C3.10 STA 46+00



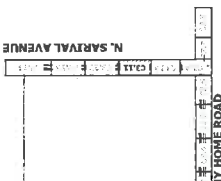
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LEGEND
 SEE SHEET C3.0
GENERAL NOTES
 SEE SHEET C3.0, C3.1

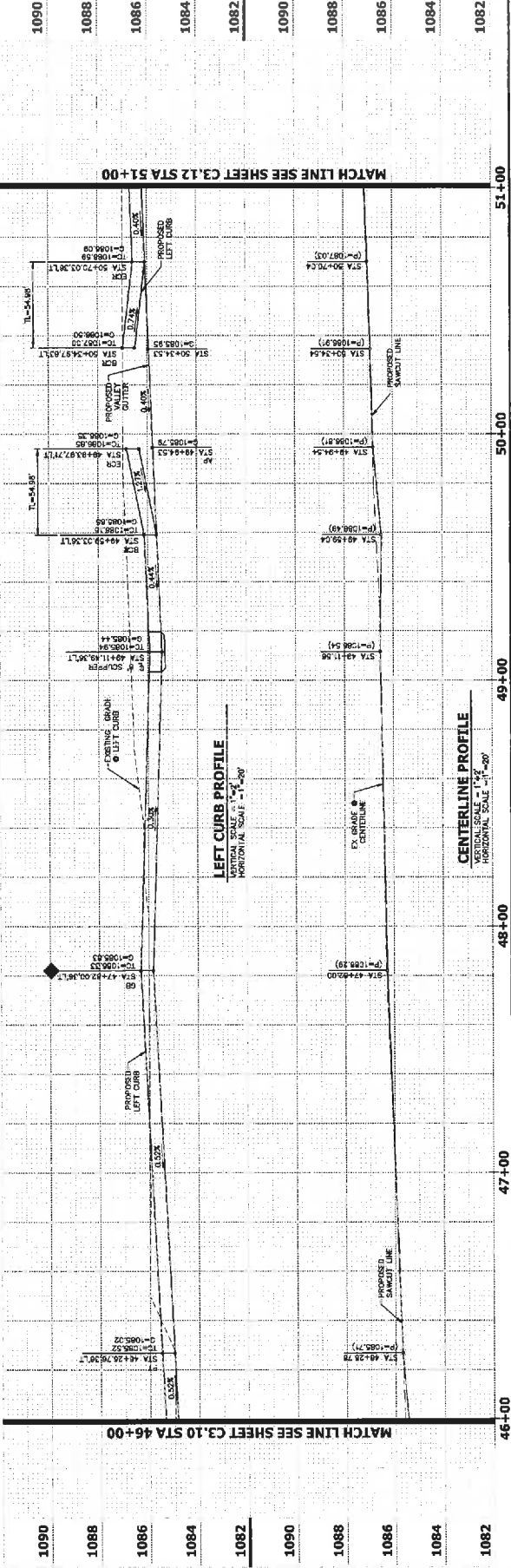
NOTES
 1. NOT ALL NOTES ARE LISTED ON THIS SHEET.
 2. BACK OF THE CURB.

CURVE	PIANUS	LENGTH	DELTA
C15	190.50'	43.21'	187.70°
C16	35.50'	56.78'	80°00'00"
C17	35.00'	54.98'	80°00'00"

- PAVING CONSTRUCTION NOTES**
1. PAVEMENT AT BE-IN LOCATION, MATCH EXISTING DIVERSION.
 2. SAWCUT TO A CLEAN EDGE AND REMOVE MINIMUM EXISTING ASPHALT SECTION AS REQUIRED TO CONSTRUCT PAVEMENT.
 3. AT SAWCUT LINE, DISPOSE OF DEBRIS PER LOCAL CODES.
 4. SAWCUT LAWN/GRASS WITHIN ROW.
 5. SET ON SITE GRADING AND DRAINAGE PLANS FOR CONSTRUCTION.
 6. CONSTRUCT SCOURER WITH CONCRETE SPALLS PER MAG PER MAG STD DTL 145.0 DRAWING WITH PER PLAN.
 7. CONTRACTOR TO PHOTO DOCUMENT THE PAVING PROVIDER WITH ANY DISCREPANCIES.
 8. CONSTRUCT ASPHALT PAVEMENT EDGE PER MAG STD DTL.
- GENERAL NOTES**
9. NOTIFY UTILITY PROVIDER WITH ANY DISCREPANCIES, RELOCATIONS WITH UTILITY PROVIDER PRIOR TO CONSTRUCTION.
 10. CONSTRUCT DISCRETIONARY HAMP PER PLAN AND PER MAG PER PLAN.
 11. PROVIDE AND REPAIR 6\"/>



N. SARIVAL AVENUE

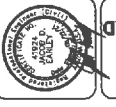


1090
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46+00
 47+00
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 51+00

NO.	DATE	REVISION

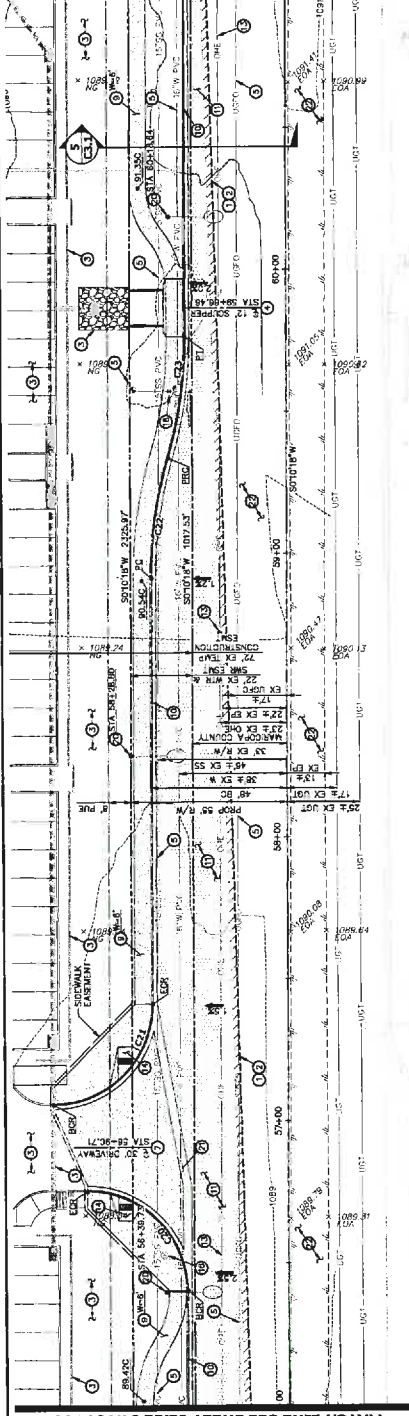
DESIGN BY: L.P. HUNTER
 CHECKED BY: L.P. HUNTER
 DATE: 11/15/15
 PROJECT: OFFSITE PAVING PLAN & PROFILE FOR SARIYAL AVENUE & W. BETHANY HOME RD
 10450 NORTH 74TH STREET, SUITE 200
 SCOTTSDALE, AZ 85258
 PHONE: 480.981.3888
 FAX: 480.981.3889
HUNTER
 ENGINEERING
 CIVIL AND SURVEY



OFFSITE PAVING PLAN & PROFILE
 FOR
SARIYAL AVENUE & W. BETHANY HOME RD
 GLENDALE, ARIZONA

ANZABALI
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 NO. 12345
 STATE OF ARIZONA
 PROJECT NAME: SARIYAL AVENUE CENTER
 SHEET: C3.13
 DATE: 11/15/15

MATCH LINE SEE SHEET C3.14 STA 61+00



MATCH LINE SEE SHEET C1.12 STA 56+00

LEGEND
 SET SHEET C10
GENERAL NOTES
 SEE SHEET C10, C11

NOTES
 1. ALL DIMENSIONS ARE TO THE FACE UNLESS NOTED OTHERWISE.
 2. ALL DATA IS MEASURED FROM THE BACK OF THE CURB.

CURVE	RADIUS	LENGTH	DELTA
C20	35.00'	53.76'	60°00'00"
C22	35.00'	54.85'	60°00'00"
C23	150.00'	43.07'	15°27'04"
C25	150.55'	43.21'	15°27'04"

PAVING CONSTRUCTION NOTES
 1. CONTRACTOR TO VERIFY ELEVATION OF EXISTING AC PAVEMENT AT THE LOCATION, MATCH EXISTING ELEVATION. PAYMENT AT THE LOCATION, MATCH EXISTING ELEVATION.
 2. SAW CUT TO A CLEAN EDGE AND REMOVE MINIMUM EXISTING ASPHALT SURFACE AS NOTED BY THE DRAWING.
 3. AT SAW CUT LINE, DISPOSE OF ASPHALT PER LOCAL CODES. SAW CUT CHANNELS BE WITHIN 1/8" OF THE CURB.
 4. CONSTRUCTION DETAILS AND DRAINAGE PLANS FOR CONCRETE SHALL BE PER THE DRAWING AND SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
 5. PER MAG STD DTL 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

GENERAL NOTES
 14. CONSTRUCT DIRECTIONAL RAMP PER PLAN AND PER MAG. 15. REMOVE AND DISPOSE OF EXISTING DRIVEWAY, SIDEWALK, AND CURB. 16. CONSTRUCTION SHALL BE WITHIN 1/8" OF THE CURB. 17. CONSTRUCT RETENTION WALL PER PLAN, SEE LANDSCAPE MESSAGE PLANS. 18. INSTALL BARRIERS PER MAG STD DTL 150, TYPE B. LENGTH SHALL BE AS SHOWN. 19. REMOVE AND RELOCATE EXISTING UTILITY. CONTRACTOR TO

PAVING CONSTRUCTION NOTES
 20. "SAFETY EDGE" SHALL BE CONSTRUCTED PER PLAN AND PER MAG. 21. CONSTRUCT DIRECTIONAL RAMP PER PLAN AND PER MAG. 22. CONSTRUCTION SHALL BE WITHIN 1/8" OF THE CURB. 23. CONSTRUCT RETENTION WALL PER PLAN, SEE LANDSCAPE MESSAGE PLANS. 24. INSTALL BARRIERS PER MAG STD DTL 150, TYPE B. LENGTH SHALL BE AS SHOWN. 25. REMOVE AND RELOCATE EXISTING UTILITY. CONTRACTOR TO

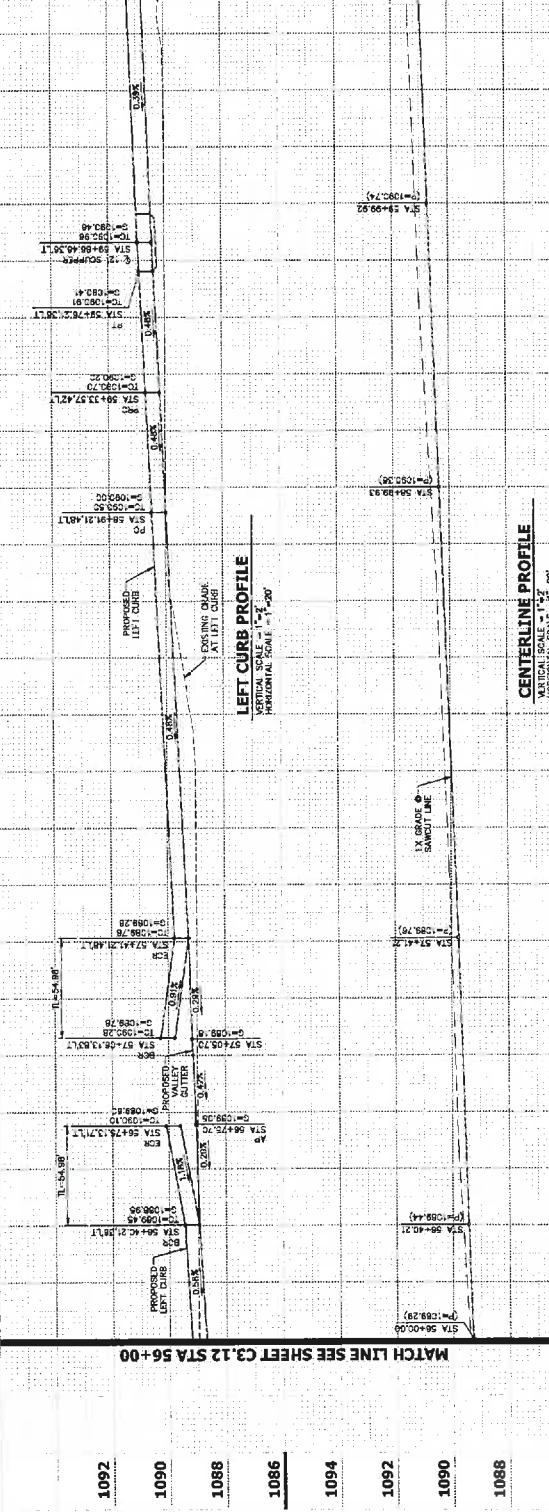
GENERAL NOTES
 26. CONSTRUCT DIRECTIONAL RAMP PER PLAN AND PER MAG. 27. REMOVE AND DISPOSE OF EXISTING DRIVEWAY, SIDEWALK, AND CURB. 28. CONSTRUCTION SHALL BE WITHIN 1/8" OF THE CURB. 29. CONSTRUCT RETENTION WALL PER PLAN, SEE LANDSCAPE MESSAGE PLANS. 30. INSTALL BARRIERS PER MAG STD DTL 150, TYPE B. LENGTH SHALL BE AS SHOWN. 31. REMOVE AND RELOCATE EXISTING UTILITY. CONTRACTOR TO

GENERAL NOTES
 32. CONSTRUCT DIRECTIONAL RAMP PER PLAN AND PER MAG. 33. REMOVE AND DISPOSE OF EXISTING DRIVEWAY, SIDEWALK, AND CURB. 34. CONSTRUCTION SHALL BE WITHIN 1/8" OF THE CURB. 35. CONSTRUCT RETENTION WALL PER PLAN, SEE LANDSCAPE MESSAGE PLANS. 36. INSTALL BARRIERS PER MAG STD DTL 150, TYPE B. LENGTH SHALL BE AS SHOWN. 37. REMOVE AND RELOCATE EXISTING UTILITY. CONTRACTOR TO

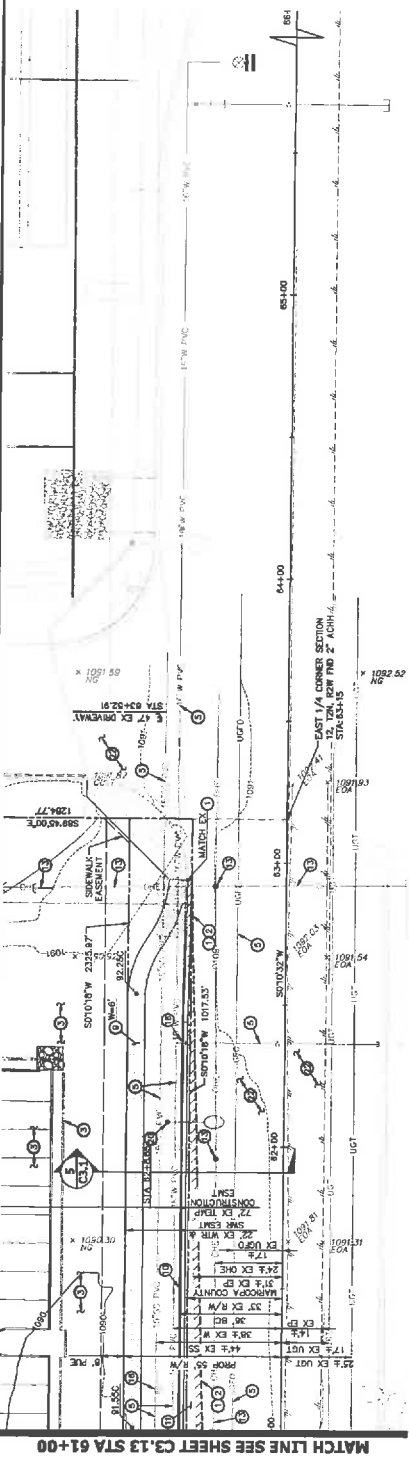
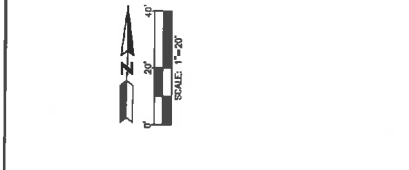
KEY MAP



N. SARIYAL AVENUE



CENTERLINE PROFILE
 HORIZONTAL SCALE = 1" = 20'
 VERTICAL SCALE = 1" = 2'



LEGEND
 SEE SHEET C3.13
GENERAL NOTES
 1. NOT ALL NOTES ARE USED ON THIS SHEET.
 2. CURVE DATA IS MEASURED FROM THE BACK OF THE CURB.

GENERAL NOTES
 1. NOT ALL NOTES ARE USED ON THIS SHEET.
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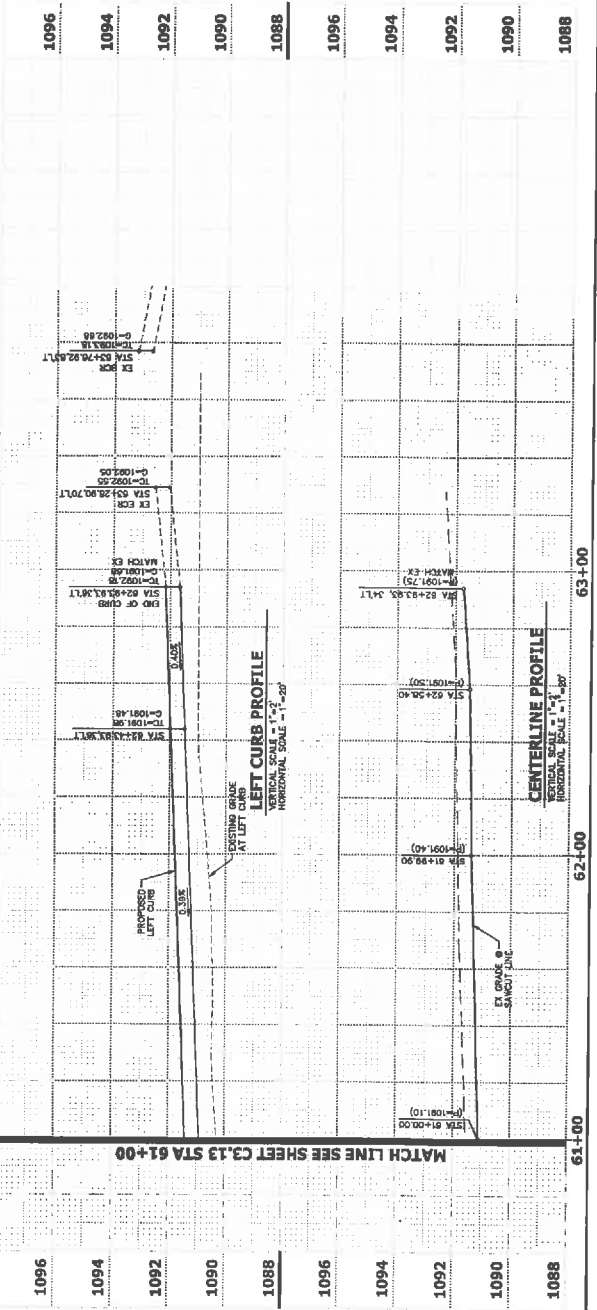
PAVING CONSTRUCTION NOTES
 1. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 2. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 3. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 4. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 5. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
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 9. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 10. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 11. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 12. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
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 14. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 15. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 16. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 17. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 18. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 19. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.
 20. CONTRACTOR TO VERIFY ELEVATION OF EXISTING ADJACENT DRIVEWAYS WITH ATTACHED DRIVEWAYS.

GENERAL NOTES
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 2. CURVE DATA IS MEASURED FROM THE BACK OF THE CURB.

GENERAL NOTES
 1. NOT ALL NOTES ARE USED ON THIS SHEET.
 2. CURVE DATA IS MEASURED FROM THE BACK OF THE CURB.



N. SARIVAL AVENUE



WRIGHT ENGINEERING
 PROJECT NO: 21270
 DESIGN BY: OEB
 DRAWN BY: OEB
 CHECKED BY: AMB

WRIGHT
 engineering corporation
 165 EAST CULVER AVENUE - CHANDLER, ARIZONA 85225
 PHONE: (480) 973-5020 • FAX: (480) 973-5027
 WWW.WRIGHTENGINEERING.COM

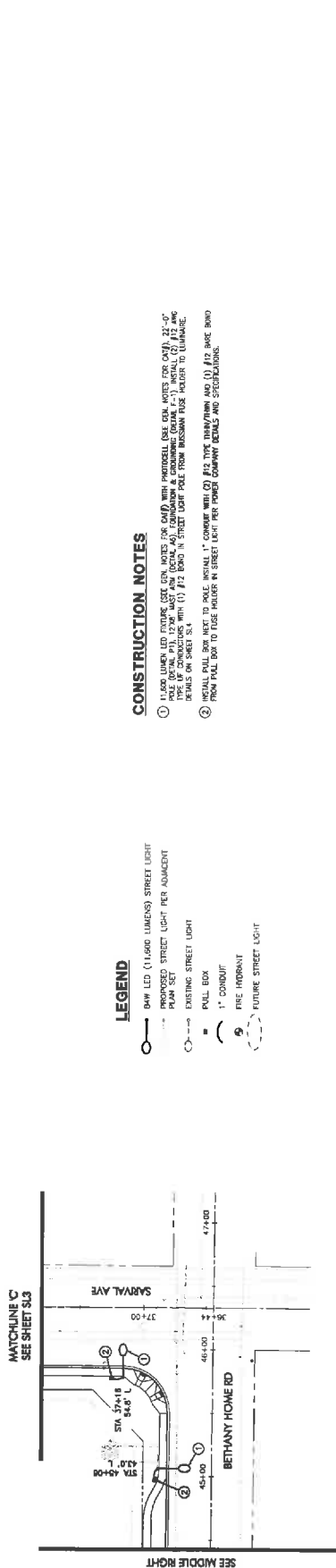
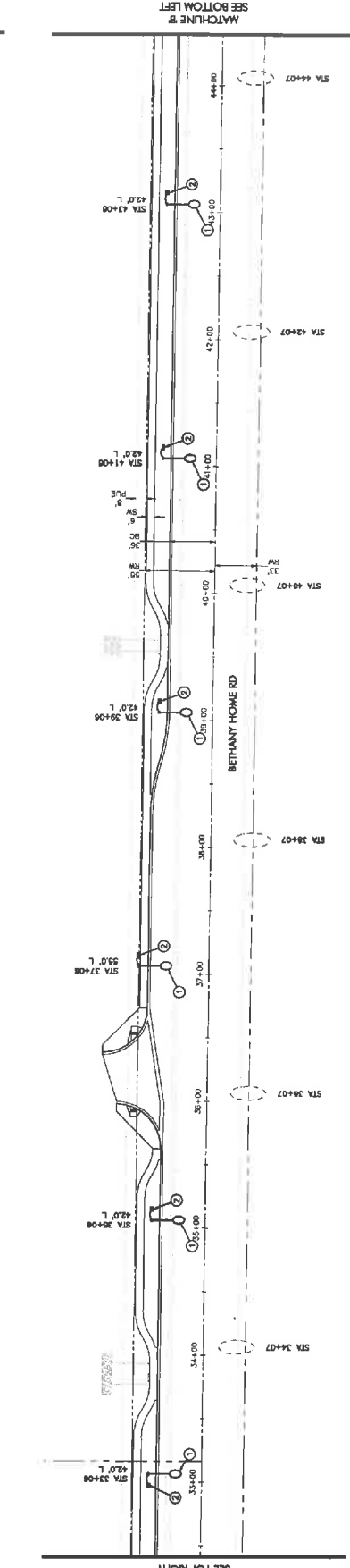
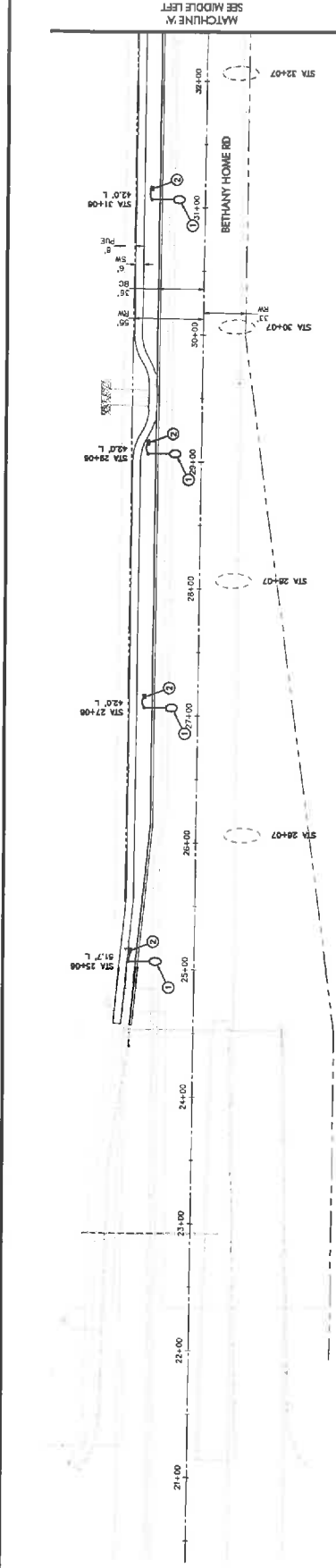
PROJECT TITLE:
**SARIVAL LOGISTICS
 BETHANY HOME RD & SARIVAL AVE
 GLENDALE, ARIZONA**

STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIBED)
1	MAY 2021	ISSUE FOR PERMIT



DRAWING NO:
**SL2
 OF 4**

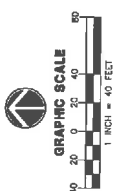


CONSTRUCTION NOTES

1. HAZARD LIGHT LED FIXTURE (SEE GEN. NOTES FOR OADR) WITH PHOTOCELL (SEE GEN. NOTES FOR OADR). 22'-0" TYPE 11000 LUMENS (11000 LUMENS) WITH 120V AC WIRE. TYPE OF CONDUITS WITH (1) #12 BOND 'N' STREET LIGHT PULL FROM PHOTOCELL TO LIGHT FIXTURE. DETAILS ON SHEET S14.
2. DETAILS SHALL BEW. NEXT TO MAKE INSTALL 1" CONDUIT WITH (2) #12 TYPE THRU/THRU AND (1) #12 INVC BOND FROM PULL BOX TO USE HUBBELL IN STREET LIGHT PER POWER COMPANY DETAILS AND SPECIFICATIONS.

LEGEND

- 04W LED (11000 LUMENS) STREET LIGHT
- PROPOSED STREET LIGHT PER ADJACENT PLAN SET
- EXISTING STREET LIGHT
- PULL BOX
- 1" CONDUIT
- FIRE HYDRANT
- FUTURE STREET LIGHT

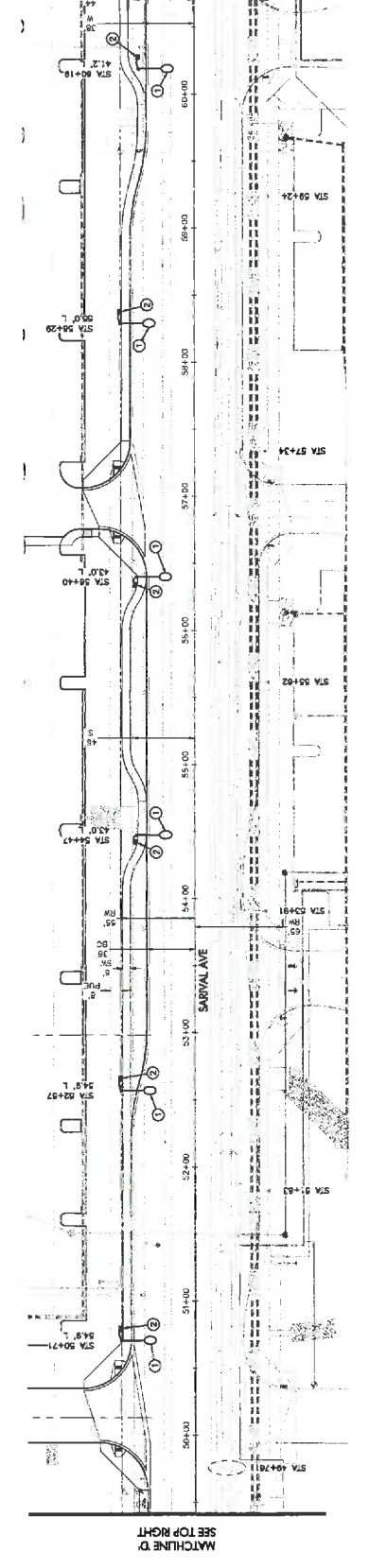
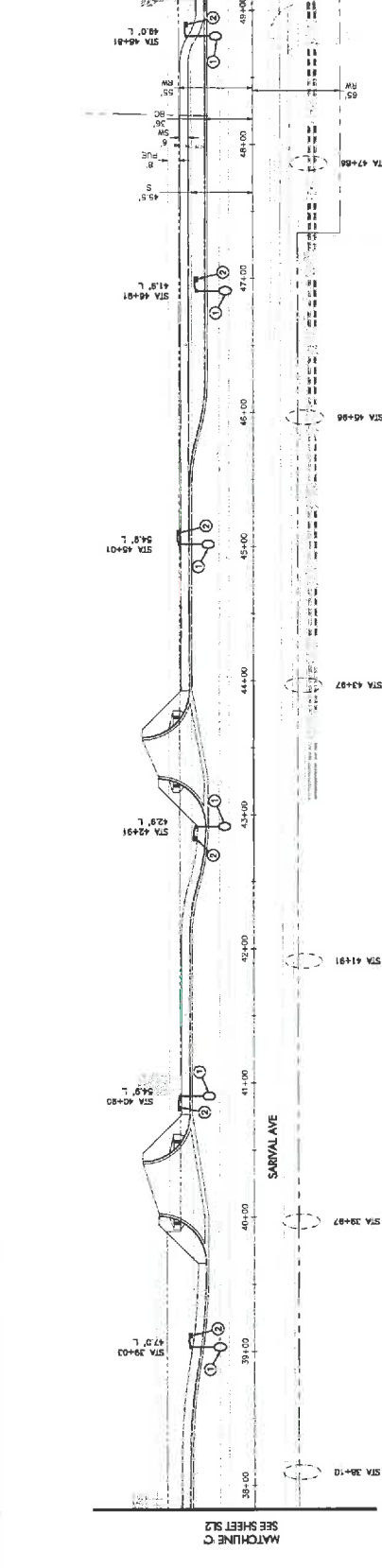


THIS DRAWING AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND ARE NOT TO BE REPRODUCED OR COPIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

NO.	DATE	REVISIONS/REVISION DESCRIPTIONS
1	NOV 2021	SITE CITY SHAPING



GRAPHIC SCALE
 1 INCH = 40 FEET



CONSTRUCTION NOTES

- 1) 800 LUMEN LED STREET LIGHTS (SEE NOTES FOR SPECIFICATIONS) WITH PULL BOX, USE CO. WIRE PER CITY SPECIFICATIONS. ALL WIRING SHALL BE IN CONDUIT. CONDUIT SHALL BE 1/2" OR 3/4" RIGID PVC CONDUIT. ALL WIRING SHALL BE IN CONDUIT. ALL WIRING SHALL BE IN CONDUIT. ALL WIRING SHALL BE IN CONDUIT.
- 2) 1" CONDUIT SHALL BE USED FOR ALL WIRING. ALL WIRING SHALL BE IN CONDUIT. ALL WIRING SHALL BE IN CONDUIT. ALL WIRING SHALL BE IN CONDUIT.

LEGEND

- 800 LUMEN LED STREET LIGHT
- PROPOSED STREET LIGHT PER ALIGNMENT
- EXISTING STREET LIGHT
- PULL BOX
- 1" CONDUIT
- FIBER OPTIC
- TYPICAL STREET LIGHT

PROJECT NO. 21270
 DRAWN BY: GDB
 CHECKED BY: AMP

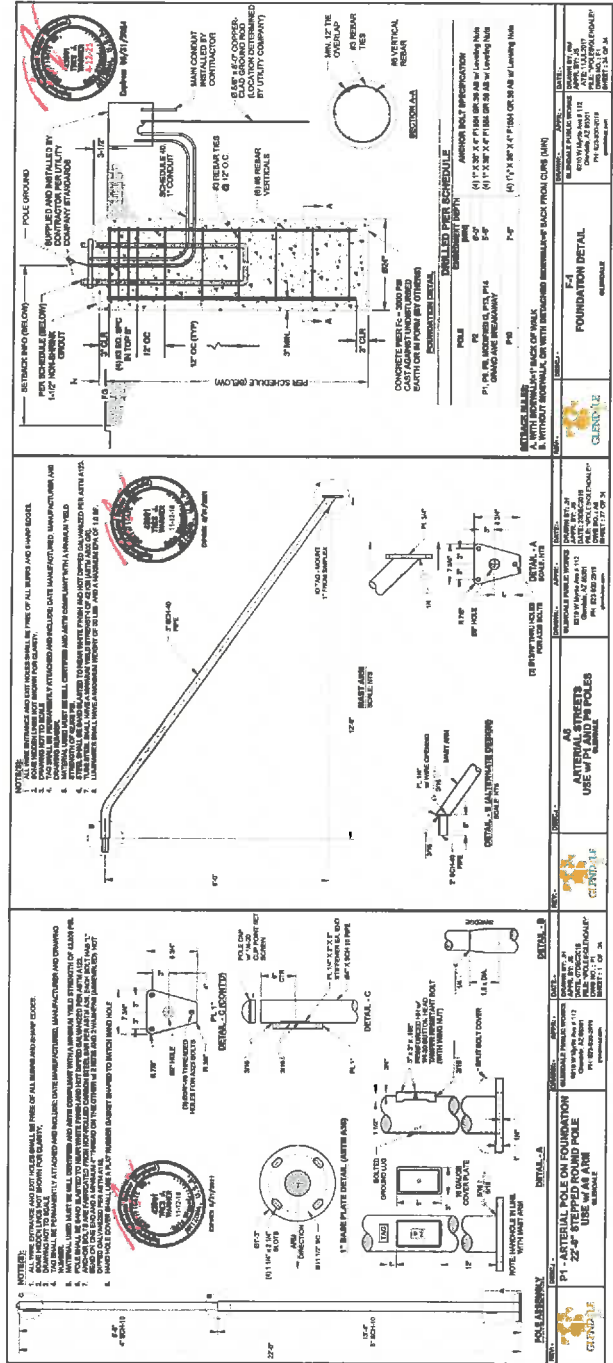
WRIGHT
 engineering corporation
 145 EAST COTTON DRIVE • CHANDLER, ARIZONA 85225
 PHONE 480.975.8225 • FAX 480.975.8207
 www.wrightengineering.com

PROJECT TITLE:
 SARIVAL HOME RD & SARIVAL AVE
 GLENDALE, ARIZONA
 STREET LIGHT PLAN

NO.	DATE	REVISIONS/PERSONS (DESCRIPTIONS)
1	08/20/21	151 CITY SUBMITTAL



DRAWING NO. 814
 OF 4



NO.	DATE	REVISIONS/PERSONS (DESCRIPTIONS)
1	08/20/21	151 CITY SUBMITTAL

FOUNDATION DETAIL

ARTERIAL STREETS USE OF Poles

ARTERIAL POLE ON FOUNDATION USE W/ 4" DIA. W/ 1" DIA. HOLLOW CORE POLE

ARTERIAL POLE ON FOUNDATION USE W/ 4" DIA. W/ 1" DIA. HOLLOW CORE POLE

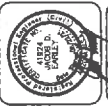
ARTERIAL POLE ON FOUNDATION USE W/ 4" DIA. W/ 1" DIA. HOLLOW CORE POLE

ARTERIAL POLE ON FOUNDATION USE W/ 4" DIA. W/ 1" DIA. HOLLOW CORE POLE

NO. DATE REVISION
 1ST SUBMITTAL

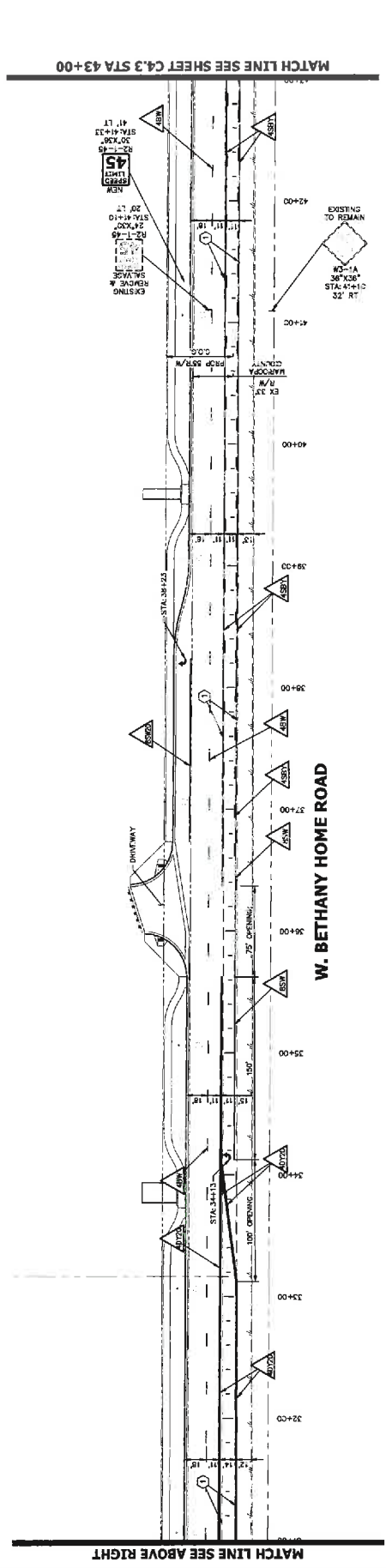
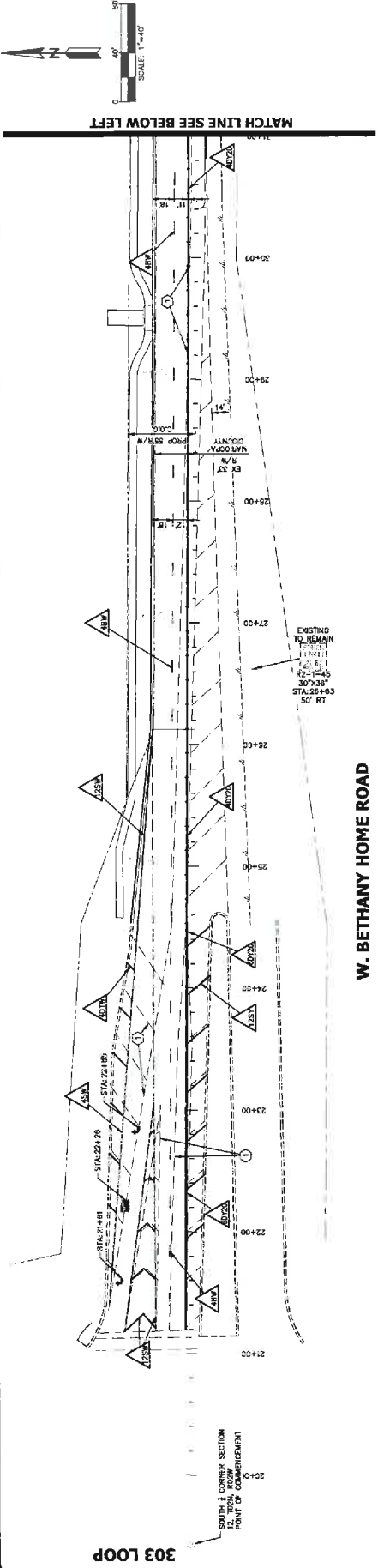
DESIGNER: B.L. LEO
 CHECKER: B.L. LEO

HUNTER ENGINEERING
 CIVIL AND SURVEY
 1440 NORTH 74TH STREET
 SCOTTSDALE, AZ 85258
 P. 482.991.8888
 F. 482.991.8888



FOR SIGNING & PAVEMENT MARKING PLANS
 SARVAL LOGISTICS CENTER
 WMC N. SARVAL AVE & W. BETHANY HOME RD
 GLENDALE, ARIZONA

PROJECT NAME:
 SARVAL LOGISTICS CENTER
 PROJECT NO.: WP1001
 SHEET: 1-400
C4.2



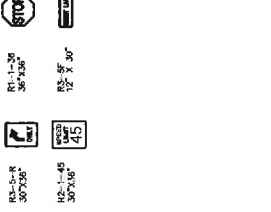
W. BETHANY HOME ROAD

W. BETHANY HOME ROAD

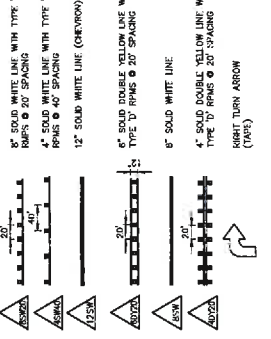
EXISTING SIGN LEGEND



PROPOSED SIGN LEGEND



PROPOSED PAVEMENT MARKING LEGEND



GENERAL NOTES

SEE SHEET C10

STRIPING NOTES

1. OBTAIN EXISTING STRIPING PER PLAN AND CLASS STANDARD REQUIREMENTS.
 2. REFER TO ACCORD SIGNING & STRIPING PLANS, PROJECT IN PLACE.
 3. REFER TO ACCORD SIGNING & STRIPING PLANS, PROJECT IN PLACE.

NO. DATE REVISION
 BY: []
 1ST SUBMITTAL

DESIGN: []
 DRAWING: []
 CHECKED BY: []

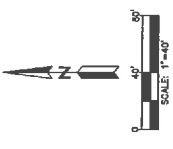
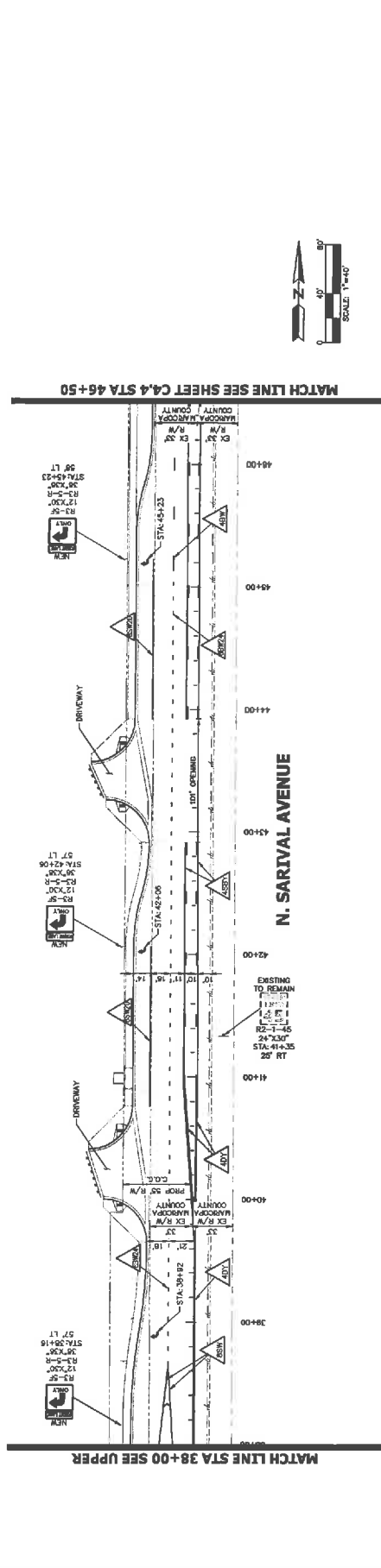
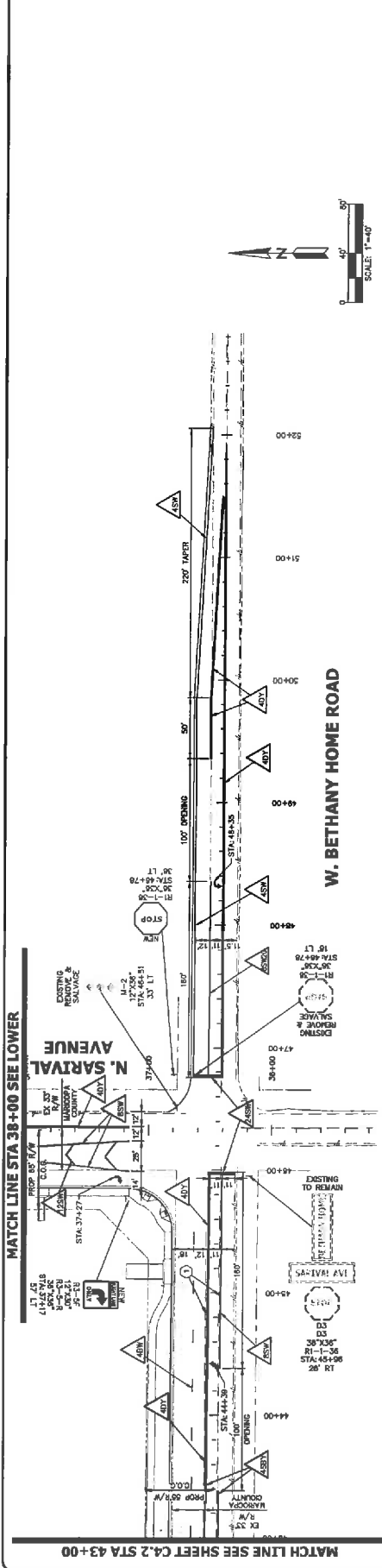
HUNTER ENGINEERING
 CIVIL AND SURVEY
 10450 NORTH 77TH STREET
 SUITE 200
 SCOTTSDALE, AZ 85250
 T: 480.981.9885
 F: 480.981.9886



FOR SIGNING & PAVEMENT MARKING PLANS
MWC N. SARIVAL AVE & W. BETHANY HOME RD
GLENDALE, ARIZONA

PROJECT NAME:
 LOGISTICS CENTER
 PROJECT NUMBER:
 SHEET NO.:
C4.3

THIS PLAN IS NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPLICABLE PERMIT FROM THE JURISDICTION FROM WHICH THE PROJECT ORIGINATED.
 PROJECT NAME:
 LOGISTICS CENTER
 PROJECT NUMBER:
 SHEET NO.:
C4.3



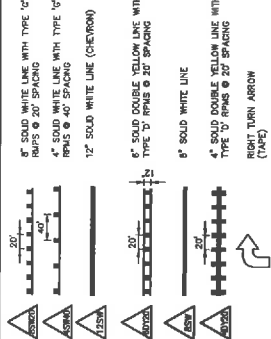
EXISTING SIGN LEGEND



PROPOSED SIGN LEGEND



PROPOSED PAVEMENT MARKING LEGEND



GENERAL NOTES

SEE SHEET C4.0

STRIPING NOTES

1. REFER TO CITY OF GLENDALE STANDARD REQUIREMENTS.
2. REFER TO CITY OF GLENDALE SIGNING PLANS. PROTECT IN PLACE.
3. REFER TO MIDDOT SIGNING & STRIPING PLANS. PROTECT IN PLACE.

NO. DATE REASON BY
 1ST SUBMITTAL

HUNTER ENGINEERING
 10400 NORTH 74TH STREET
 SUITE 200
 SCOTTSDALE, AZ 85258
 F. 480.981.3865
 P. 480.981.3867



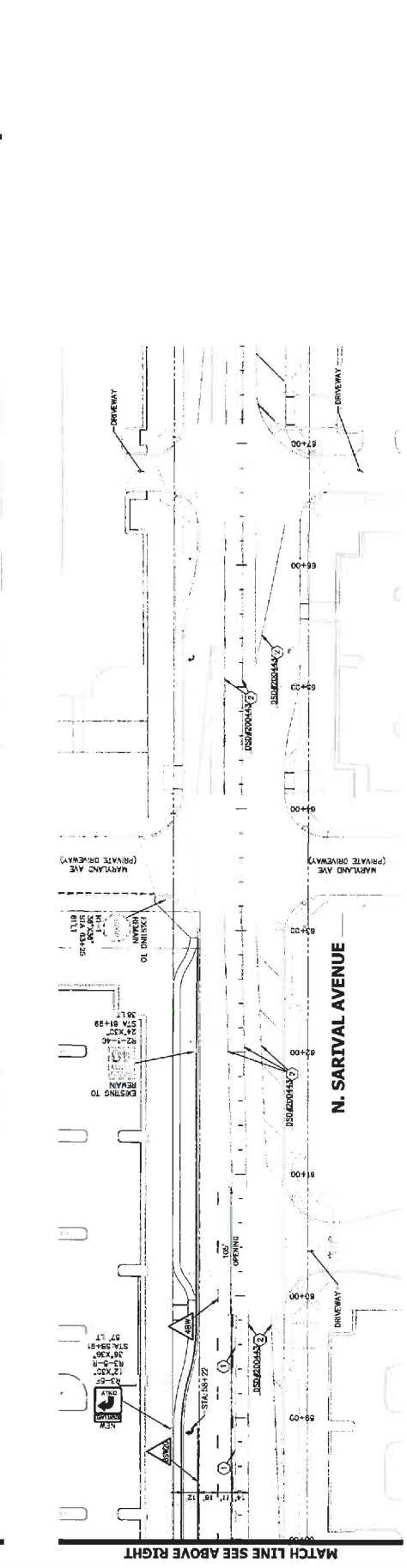
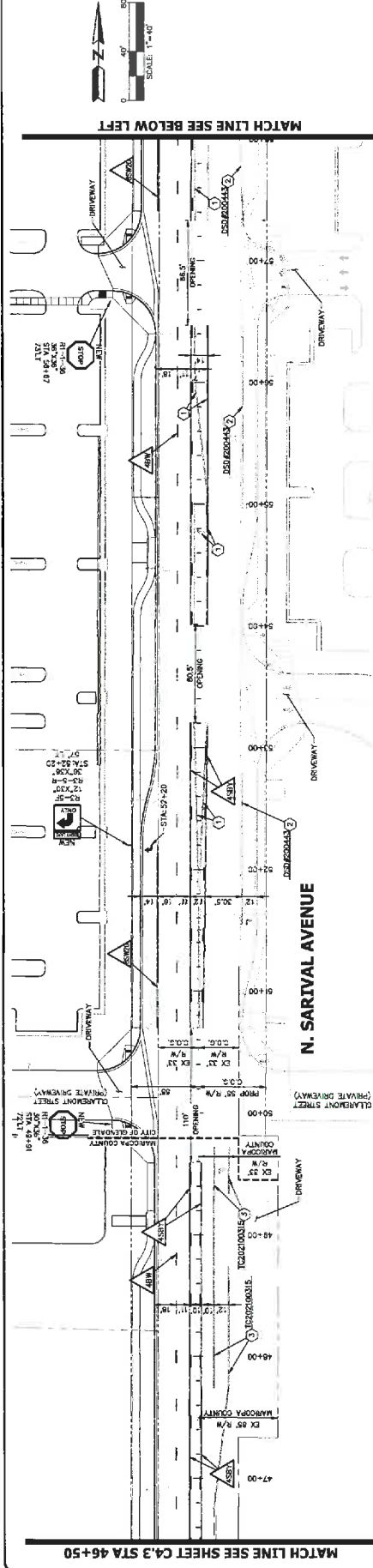
SIGNING & PAVEMENT MARKING PLANS
FOR
SARIVAL LOGISTICS CENTER
WMC N. SARIVAL AVE & W. BETHANY HOME RD
GLENDALE, ARIZONA

APPROVED FOR
 CITY OF GLENDALE
 MUNICIPALITY

PROJECT NAME:
 SARIVAL LOGISTICS CENTER

RE. NO.: WP1001
 SCALE: 1"=40'

SHEET:
C4.4



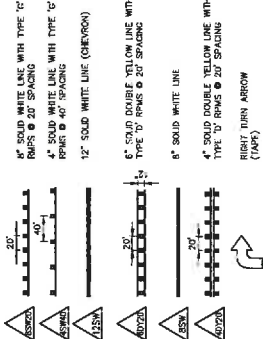
EXISTING SIGN LEGEND



PROPOSED SIGN LEGEND



PROPOSED PAVEMENT MARKING LEGEND



GENERAL NOTES

SEE SHEET C4.0

STRIPING NOTES

1. REFER TO CITY OF GLENDALE STANDARD REQUIREMENTS.
2. REFER TO CITY OF GLENDALE SIGNING PLANS. PROTECT IN PLACE.
3. REFER TO MOOT SIGNING & STRIPING PLANS. PROTECT IN PLACE.

MATCH LINE SEE SHEET C4.3 STA 46+50

MATCH LINE SEE ABOVE RIGHT

MATCH LINE SEE BELOW LEFT



EXHIBIT B
Street In-Lieu Fee Calculation Form
(Industrial)

[see following pages]

SILF CALCULATION FORM

STREETS IN LIEU FEE (SILF)
CALCULATION FOR INDUSTRIAL DEVELOPMENTS

WEST GLENDALE SERVICE AREA



Project Name:	Sarival Logistics Center Building A
Owner's Name:	Sarival Development, LLC a Delaware limited liability company
APN#:	501-03-007A, 501-03-005C
Address:	N Sarival Avenue, Litchfield Park, 85340
Development Services Project #:	211223
Building Square Footage¹:	1,156,879
Unit Fee	\$634/1000 square feet of industrial building
Amount of SILF Credit if applicable	\$455,335.00
Carryover Credit from Previous Phase² (please note date and contract # of credit)	\$0.00
Total SILF Credit (add 2 lines above)	\$455,335.00

¹Square footage should only apply to buildings currently being permitted. Buildings in future phases will require a new agreement and SILF calculation.

²If more than 36 months has passed since Effective Date of Agreement authorizing credit, then Carryover Credit is no longer valid.

SILF Calculation

$$\frac{1,156,879}{\text{Industrial Building Square Footage}} \times \$634/1000 \text{ SF} = \frac{\$733,461.29}{\text{SILF}}$$

SILF to be paid by applicant:

$$\frac{\$733,461.29}{\text{SILF}} - \frac{\$455,335.00}{\text{Total SILF Credit}} = \frac{\$278,126.29}{\text{SILF Owed}}$$



If SILF Owed is a negative number then the applicant DOES NOT owe SILF for this phase of development. If the developer will construct additional buildings in a future phase, then enter the amount below:

Carryover Credit = \$0.00

Prepared by:

Building Official or designee

08/01/2021

Date

Approved by:

Transportation Director

08/02/2021

Date

Approved by:

City Manager or designee

Date

EXHIBIT C
Street In-Lieu Fee Credit Form
(Industrial)

[see following pages]

SILF CREDIT FORM
STREETS IN LIEU FEE (SILF)
CREDIT FOR INDUSTRIAL DEVELOPMENTS
WEST GLENDALE SERVICE AREA



Project Name:	Sarival Logistics Center Building A
Owner's Name:	Sarival Development, LLC a Delaware limited liability company
APN#:	501-03-007A, 501-03-005C
Address:	N Sarival Avenue, Litchfield Park, 85340
Development Services Project #:	211223
Arterial Street Frontage¹:	4,793
Unit Price of Credit	\$95/linear foot of arterial roadway constructed

¹Developer must construct 2.5 lanes for half-street or 5 lanes for full street, if full street then multiply frontage by 2, credit must correspond to associated right-of-way permits.

SILF Credit Calculation

$$\begin{array}{r}
 4,793' \text{ Total} \\
 (\text{Sarival } 2,672' \ \& \ \text{Bethany } 2,121') \\
 \hline
 \text{Length of Arterial Street} \\
 \text{Constructed}
 \end{array}
 \times
 \$95/\text{LF}
 =
 \begin{array}{r}
 \$455,335.00 \\
 \hline
 \text{SILF Credit}
 \end{array}$$

Prepared by:

Tommy S. Phelan

City Traffic Engineer

08/01/2021

Date

Approved by:

DK Chavenger

Transportation Director

08/02/2021

Date

Approved by:

City Manager or designee

Date

EXHIBIT D
Legal Description of Development Property

[see following pages]

EXHIBIT D

Legal Description of Development Property

LEGAL DESCRIPTION:

PARCEL NO. 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT:

COMMENCING FOR A TIE AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 1017.48 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST A DISTANCE OF 460.00 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS WEST A DISTANCE OF 285.00 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 04 SECONDS EAST A DISTANCE OF 460.00 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS WEST A DISTANCE OF 285.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL UNDERGROUND OR SUBTERRANEAN WATERS BENEATH THE LANDS OF THE ADAMAN MUTUAL WATER COMPANY PROJECT EXCEPT THAT NECESSARY FOR DOMESTIC USE AS DISTINGUISHED FROM IRRIGATION USE BY SUCH OWNERS OF LAND IN THE PROJECT AS MAY NOW HAVE OR IN THE FUTURE CARE TO SINK DOMESTIC WELLS FOR THEIR INDIVIDUAL USES, AS CONVEYED IN ADAMAN MUTUAL WATER COMPANY, AN ARIZONA CORPORATION, BY DEED RECORDED AUGUST 04, 1953 IN DOCKET 1180, PAGE 517; AND

EXCEPT ALL IRRIGATION WELLS AND DOMESTIC WELLS SERVING MORE THAN ONE FARM, PUMPING PLANTS, MACHINERY, EQUIPMENT AND FACILITIES INCIDENT TO SAID WELLS AND PUMPING PLANTS, AS SET FORTH IN DEED RECORDED MARCH 23, 1952 IN DOCKET 897, PAGE 23.

PARCEL NO. 2:

COMMENCING FOR A TIE AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 1017.48 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST A DISTANCE OF 460.00 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS WEST A DISTANCE OF 285.00 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 04 SECONDS EAST A DISTANCE OF 460.00 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS WEST A DISTANCE OF 285.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL UNDERGROUND OR SUBTERRANEAN WATERS BENEATH THE LANDS OF THE ADAMAN MUTUAL WATER COMPANY PROJECT EXCEPT THAT NECESSARY FOR DOMESTIC USE AS DISTINGUISHED FROM IRRIGATION USE BY SUCH OWNERS OF LAND IN THE PROJECT AS MAY NOW HAVE OR IN THE FUTURE CARE TO SINK DOMESTIC WELLS FOR THEIR INDIVIDUAL USES, AS CONVEYED IN ADAMAN MUTUAL WATER COMPANY, AN ARIZONA CORPORATION, BY DEED RECORDED AUGUST 04, 1953 IN DOCKET 1180, PAGE 517; AND

EXCEPT ALL IRRIGATION WELLS AND DOMESTIC WELLS SERVING MORE THAN ONE FARM, PUMPING PLANTS, MACHINERY, EQUIPMENT AND FACILITIES INCIDENT TO SAID WELLS AND PUMPING PLANTS, AS SET FORTH IN DEED RECORDED MARCH 23, 1952 IN DOCKET 897, PAGE 23.

PARCEL NO. 3:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING FROM A MARICOPA COUNTY ALUMINUM CAP IN POT HOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 12, BEING NORTH 89 DEGREES 30 MINUTES 02 SECONDS WEST, 2632.87 FEET FROM A 2003 MARICOPA COUNTY ALUMINUM CAP IN HAND HOLE STAMPED "LS 29891" MARKING THE SOUTHEAST CORNER OF SAID SECTION 12;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 12 SOUTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, 612.59 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 58 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE NEW RIGHT-OF-WAY LINE OF STATE ROUTE 303L NORTH 69 DEGREES 14 MINUTES 13 SECONDS WEST, 170.35 FEET;

THENCE NORTH 86 DEGREES 13 MINUTES 54 SECONDS WEST, 271.84 FEET;

THENCE NORTH 12 DEGREES 13 MINUTES 46 SECONDS WEST, 150.07 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS EAST, 146.11 FEET;

THENCE NORTH 02 DEGREES 02 MINUTES 00 SECONDS WEST, 1009.92 FEET;

THENCE NORTH 04 DEGREES 00 MINUTES 16 SECONDS EAST, 866.01 FEET;

THENCE NORTH 00 DEGREES 58 MINUTES 16 SECONDS EAST, 350.37 FEET;

THENCE SOUTH 89 DEGREES 01 MINUTES 44 SECONDS EAST, 150.00 FEET;

THENCE TO AN ANGLE POINT ON THE NORTH PROPERTY LINE NORTH 00 DEGREES 58 MINUTES 16 SECONDS EAST, 38.88 FEET;

THENCE ALONG SAID NORTH PROPERTY LINE SOUTH 89 DEGREES 44 MINUTES 48 SECONDS EAST, 990.88 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 47 SECONDS WEST, 1332.81 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 24 SECONDS EAST, 1284.10 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 32 SECONDS WEST, 1302.56 FEET;

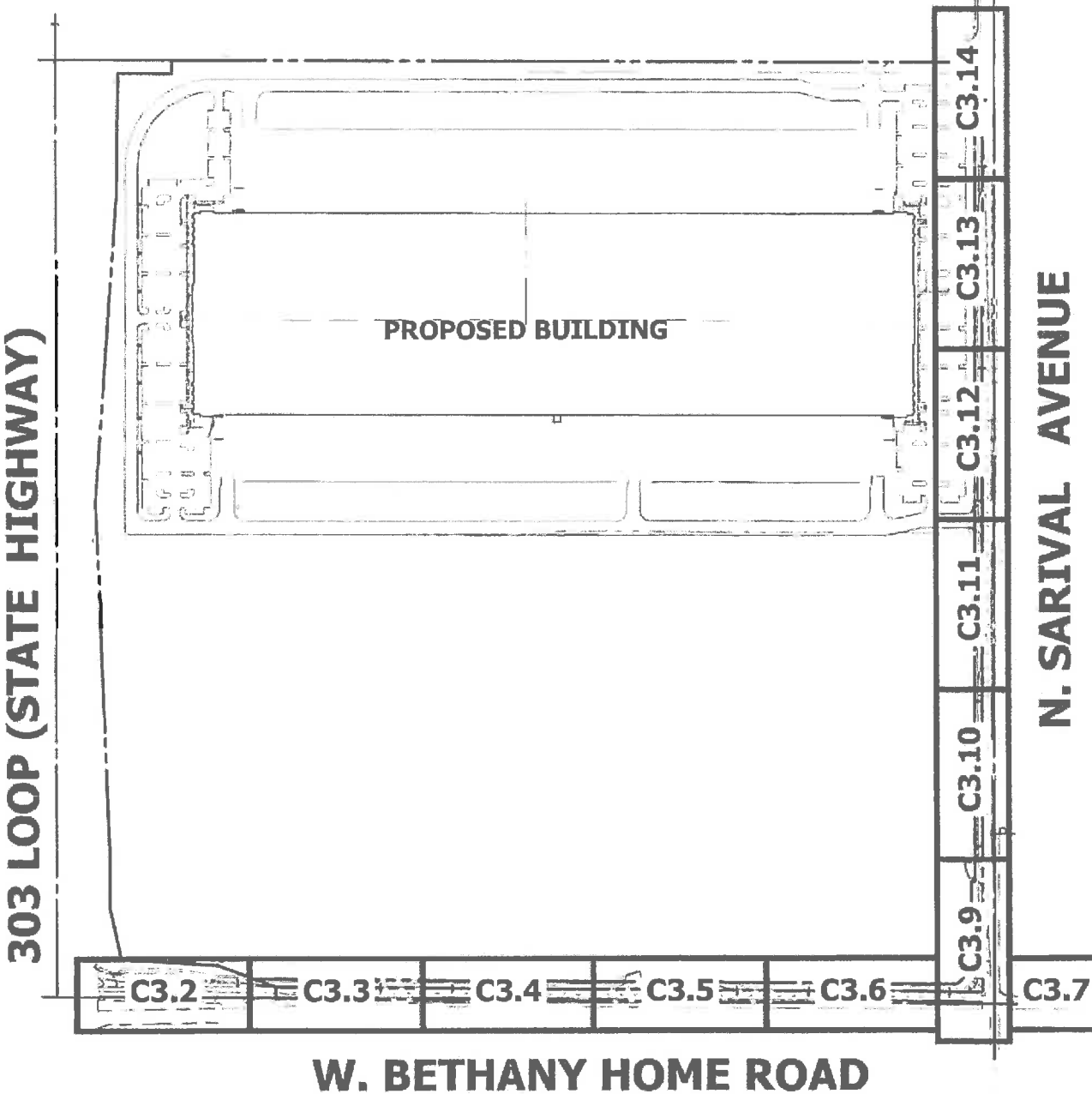
THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS WEST, 1987.10 FEET TO THE POINT OF BEGINNING.

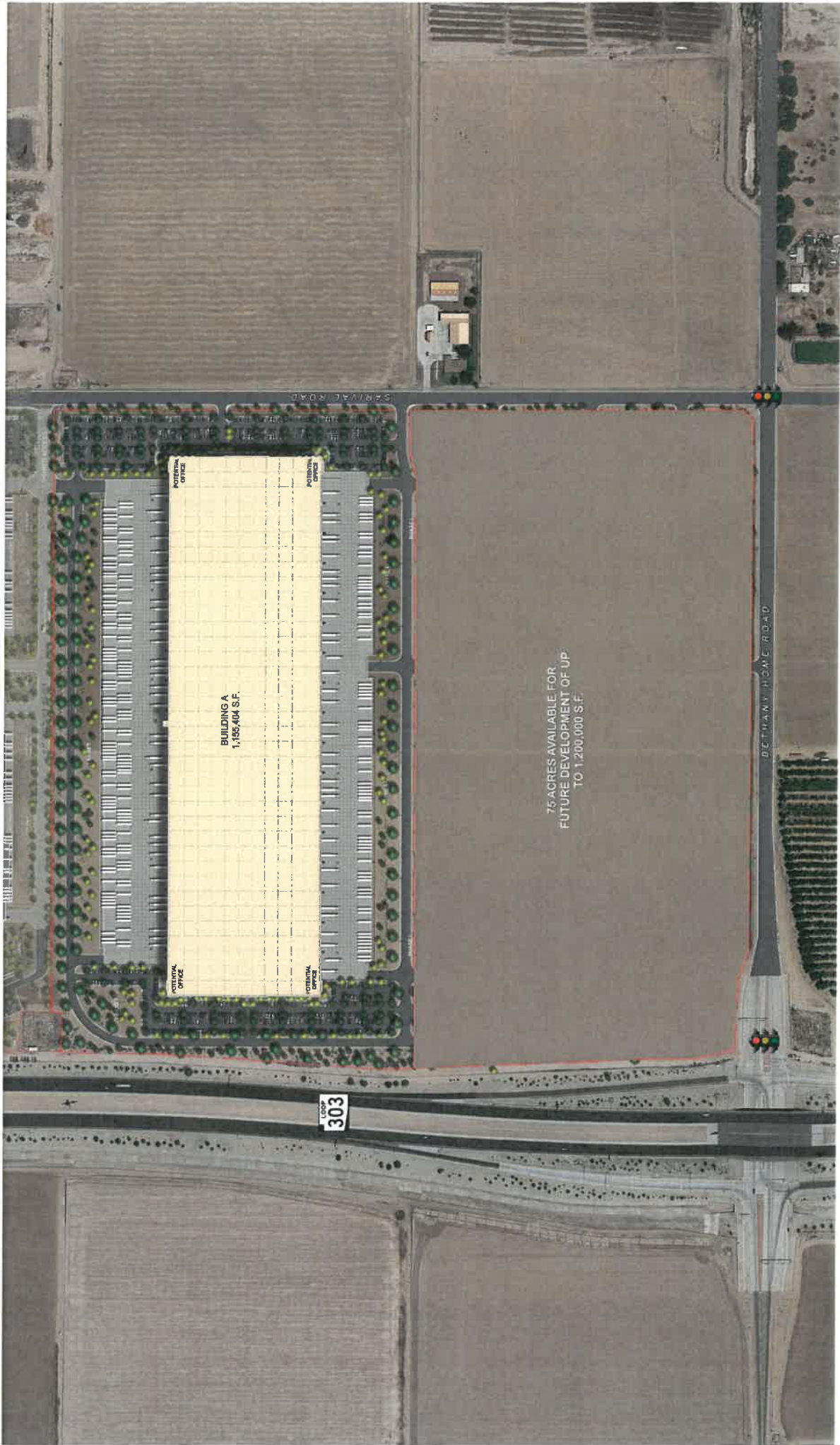
EXHIBIT E
Development Site Plan

[see following pages]

EXHIBIT E

Development Site Plan





Sarival Logistics Center
Proposed Industrial Development
 Glendale, Arizona

