City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, August 23, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Brannon Hampton

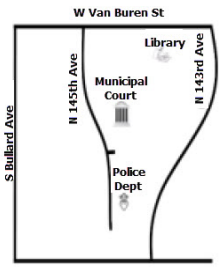
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR
Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS
Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

AGENDA ITEMS
Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES
Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879

City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

ROLL CALL

COMMUNICATIONS

1. Recognize Parks and Recreation Director Nathan Torres as the recipient of the 2021 Gabe Zimmerman Award for Public Service in the Community Builder (Small City/Town) category by the Center for the Future of Arizona. The honors were presented during a luncheon on Thursday, July 22, at the Arizona City/County Management Association Summer Conference. (Wynette Reed, Deputy City Manager)

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular Meetings held February 22, 2021 and July 19, 2021. (Darcie McCracken, City Clerk)

3. **ADOPT ORDINANCE NO. 2021-1515 AMENDING CITY CODE 2-1-5**

Recommendation

ADOPT ORDINANCE NO. 2021-1515, AMENDING GOODYEAR CITY CODE SECTION 2-1-5 (COUNCIL COMPENSATION), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

4. **CAMELBACK ROAD & SARIVAL AVENUE INTERSECTION IMPROVEMENTS**

Recommendation

Approve expenditure of funds in the amount of $664,100 for the construction of intersection improvements at Camelback Road & Sarival Avenue. (Hugh Bigalk, P.E., City Traffic Engineer; Troy Tobiasson, Senior Project Manager)

5. **FINAL PLAT OF ESTRELLA PARCEL 9.28 AND DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28**

Recommendation

1. Approve the Final Plat of Estrella Parcel 9.28 (the “Final Plat”), subject to stipulations.
2. ADOPT RESOLUTION NO. 2021-2177 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Katie Wilken, Planning Manager)

6. **AUTHORIZE THE ACCEPTANCE OF THE DEDICATION OF THREE PUBLIC UTILITY AND SIDEWALK EASEMENTS REQUIRED FOR DEVELOPMENT ALONG MINNEZONA AVENUE.**

Recommendation

Authorize the acceptance of the dedications of the Public Utility and Sidewalk Easements attached hereto from Liberty Property Limited Partnership, a Pennsylvania limited partnership, Amazon.com Services LLC, a Delaware limited liability company and Rados Properties-Indian School LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

7. **APPROVE BUDGET TRANSFERS**

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

PUBLIC HEARINGS

The following actions will take place for each public hearing item:

A. Open the Public Hearing
B. Staff Presentation
C. Applicant Presentation (if applicable)
D. Receive Public Comment
E. Close the Public Hearing

8. **LAKIN PARK MULTIFAMILY ANNEXATION**

Recommendation

ADOPT ORDINANCE NO. 2021-1514, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 2.8-ACRES OF LAND GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF MC-85 AND COTTON LANE WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AGRICULTURAL-URBAN (AU); PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. (Alex Lestinsky, Senior Planner)

9. **REZONE APPROXIMATELY 1,319.2 ACRES LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY, FROM PLANNED AREA DEVELOPMENT (PAD) AND AGRICULTURAL URBAN (AU) TO PAD AND APPROVAL OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY.**

Recommendation

1. ADOPT RESOLUTION NO. 2021-2168, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06A CITY OF GOODYEAR, AZ - REZONE CASE"; AND "LEGAL DESCRIPTION - RAINBOW VALLEY"; AND "RAINBOW VALLEY 1ST AMENDED PLANNED AREA DEVELOPMENT" DATED AUGUST 2021.

2. ADOPT ORDINANCE NO. 2021-1507, CONDITIONALLY REZONING APPROXIMATELY 1,319.2 ACRES GENERALLY LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES.

3. ADOPT RESOLUTION 2021-2175 APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; DIRECTING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO TAKE ALL ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AND PROVIDING FOR AN EFFECTIVE DATE. (Christian M. Williams, Planner)

10. **FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY USE PERMIT**

Recommendation

Approve a Use Permit allowing for the development of an Assisted Living Facility that meets the definition for Assisted Living Facility in the Goodyear Zoning Ordinance on approximately 6.15 acres at the southwest corner of Litchfield Road & W. Virginia Avenue that is included within a portion of property designated as C-2 in the Palm Valley Phase II PAD, subject to stipulations. (Karen Craver, Principal Planner)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

1. Reports from the Mayor and City Council
    a. This may include current events and activities as well as requests for information or future agenda items.

2. Report from the City Manager
    a. This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS		
August 30, 2021	Work Session	5:00 p.m.
August 30, 2021	Community Facilities District Meeting	5:50 p.m.
August 30, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

POSTING VERIFICATION
This agenda was posted on August 18, 2021 at 1:15 p.m. by GM.

ITEM #: 1.
DATE: 08/23/2021
AI #:374

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Wynette Reed, Deputy City Manager

SUBJECT:

Recognize Parks and Recreation Director Nathan Torres as the recipient of the 2021 Gabe Zimmerman Award for Public Service in the Community Builder (Small City/Town) category by the Center for the Future of Arizona. The honors were presented during a luncheon on Thursday, July 22, at the Arizona City/County Management Association Summer Conference. (Wynette Reed, Deputy City Manager)

AGENDA ITEM #: 2.
DATE: 08/23/2021
AI #:380

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meetings held February 22, 2021 and July 19, 2021. (Darcie McCracken, City Clerk)

Attachments

February 22, 2021 Draft Regular Meeting Minutes
July 19, 2021 Draft Regular Meeting Minutes

City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338

Monday, February 22, 2021	6:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER PIZZILLO

ROLL CALL

Present: **Mayor Georgia Lord**; **Vice Mayor Bill Stipp**; **Councilmember Joe Pizzillo**; **Councilmember Sheri Lauritano**; **Councilmember Wally Campbell**; **Councilmember Brannon Hampton**; **Councilmember Laura Kaino**

Staff Present: City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken

COMMUNICATIONS

1. **2021 Spring Training Season**

Ballpark General Manager Bruce Kessman presented an update to the 2021 Spring Training season. Mr. Kessman stated that a proactive approach was taken to develop an occupancy plan by the Cactus League who worked with host cities, Major League Baseball and the Maricopa County Department of Health Services.

Mr. Kessman went on to present the updated Spring Training schedule with Opening Day beginning on Sunday, February 28. He discussed the fan experience, no bags being allowed, seating, social distancing, parking, and the enhanced cleaning measures taking place to keep fans and staff safe. He added that the website was live now for fans to purchase tickets.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda Item 3. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

2. **APPROVAL OF MINUTES**

This item was pulled from the agenda and will be placed on a future agenda.

3. **APPROVE FY2021 TRANSFERS**

Council asked why the budget transfers were requested now instead of with the mid-year budget changes. Finance Director Doug Sandstrom explained that the two items on the budget transfer were requested in the current FY2022 budget process, but were items that were allowed to be processed in the FY2021 budget process due to timing.

PUBLIC HEARINGS

The following actions will take place for each public hearing item:

A. Open the Public Hearing
B. Staff Presentation
C. Applicant Presentation (if applicable)
D. Receive Public Comment
E. Close the Public Hearing

4. **PLANNED AREA DEVELOPMENT AMENDMENT TO AMEND THE RESTATED AND AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH**

Mayor Lord opened the Public Hearing at 6:12 p.m. and continued the item to the March 1, 2021 Regular Meeting.

5. **REZONE APPROXIMATELY 139 ACRES LOCATED AT THE SOUTHEAST CORNER OF CITRUS ROAD AND VAN BUREN STREET**

Mayor Lord opened the Public Hearing at 6:13 p.m.

Planner Christian Williams provided the background on a zoning ordinance text amendment that made changes to residential zoning categories and standards within the City. Mr. Williams went on to present a request to rezone approximately 139 acres located at the southeast corner of Citrus Road and Van Buren Street for Rose Gardens Final Planned Area Development (PAD) to R1-4 with Silva Trails PAD Overlay. He discussed the history of the property and that in 2008 the property was zoned for a project called Rose Garden.

Mr. Williams provided the details of the proposal for Silva Trails by highlighting amenities, the mix of lots and diversity and streetscapes within the community.

Mayor Lord closed the Public Hearing at 6:22 p.m.

Council asked what was planned for the City property on the southwest corner. Mr. Williams responded that the corner was zoned as a Public Facilities District and was where a fire station would be built.

Council expressed that this was a unique, well-designed project and that it was a good complement to the area.

MOTION BY Vice Mayor Bill Stipp, **SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2131 DECLARING A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-07 CITY OF GOODYEAR, AZ – REZONE CASE"; AND "LEGAL DESCRIPTION – SILVA TRAILS". The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Wally Campbell to ADOPT ORDINANCE NO. 2021-1495 CONDITIONALLY REZONING APPROXIMATELY 139 ACRES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF CITRUS ROAD AND VAN BUREN STREET; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

6. **REZONING FROM PAD (PLANNED AREA DEVELOPMENT) TO R1-4 (SINGLE FAMILY DETACHED) AND R1-C (COURT HOME) FOR CITRUS PARK**

Items 6 and 7 were presented together.

Mayor Lord opened the Public Hearing at 6:26 p.m.

Principal Planner Steve Careccia presented a request to rezone and a request to pre-plat Citrus Park. Mr. Careccia noted that the property was located about two miles south of Interstate 10 (I-10) along Citrus Road and Lower Buckeye Road. He added that the property consisted of about 160 acres and was designated as neighborhoods land use in the General Plan.

Mr. Careccia stated the property was zoned as Plan Area Development (PAD) Levinson 160 that was approved in 2007 for 422 homes and a 27-acre commercial corner. He explained the proposal was to replace the Levinson PAD with Citrus Park and to rezone 114 of the 160 acres to R1-4 (Single Family Detached) and the remaining 46 acres to court homes totaling 616 dwelling units. Mr. Careccia went on to provide the details and elements of the proposed development plan.

Mayor Lord closed the Public Hearing at 6:33 p.m.

Council asked if there was a traffic signal proposed at the entry/exit of the property. Ms. Carolyn Oberholtzer, with Bergin, Frakes, Smalley & Oberholtzer, PLLC, explained that a traffic signal at that location was not predetermined, but a signal installation could be warranted based on a future traffic study.

Council asked if the round-about's location was to allow drivers to make a left turn. Mr. Careccia responded that it was a unique design enhancement proposed by the developer instead of having the standard four-way stop with stop signs.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2129 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED: "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-05"; "LEGAL DESCRIPTION FOR CITRUS PARK"; "LEGAL DESCRIPTION FOR CITRUS PARK R1-4 ZONING DISTRICT"; "LEGAL DESCRIPTION FOR CITRUS PARK R1-C ZONING DISTRICT"; "CITRUS PARK – PARKS AND OPEN SPACE PLAN"; "CITRUS PARK – CIRCULATION PLAN"; "CITRUS PARK – WALL PLAN"; "CITRUS PARK – ENTRY FEATURES AND WALL ELEVATIONS"; "CITRUS PARK – NORTH ENTRY MONUMENT PLAN"; "CITRUS PARK – PEDESTRIAN LIGHTING PLAN"; AND "PRELIMINARY PLAT FOR CITRUS PARK." The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Vice Mayor Bill Stipp, **SECONDED BY Councilmember Joe Pizzillo to ADOPT ORDINANCE NO. 2021-1493 CONDITIONALLY REZONING APPROXIMATELY 160 ACRES OF LAND AT THE SOUTHWEST CORNER OF CITRUS ROAD AND LOWER BUCKEYE ROAD; AMENDING THE ZONING MAP; AND PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS SEVERABILITY, PENALTIES AND AN EFFECTIVE DATE. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

BUSINESS

7. **PRELIMINARY PLAT FOR CITRUS PARK**

This item was heard with Item 6.

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Laura Kaino to APPROVE a request for the Preliminary Plat for Citrus Park attached hereto subdividing approximately 160 acres located at the southwest corner of Citrus Road and Lower Buckeye Road (the "Property") subject to the following stipulations. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

INFORMATION ITEMS

City Manager Julie Arendall reminded everyone about the March 9 Special Election on the proposed Charter changes. She added that the City would be holding a virtual public meeting on February 24 and that it would be available on the City's website, www.goodyearaz.gov/elections, for those who were unable to attend.

Council requested information about the performance evaluation and review for the Municipal Court Judge. Ms. Arendall stated Human Resources and the Judge reached an agreement on the proposed goals and would make sure the goals and review were shared with the Council.

FUTURE MEETINGS

March 1, 2021 Regular Meeting 6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 6:44 p.m.

_____ _____

Darcie McCracken, City Clerk Georgia Lord, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on February 22, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021. SEAL:

_____
Darcie McCracken, City Clerk

City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338

Monday, July 19, 2021	6:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:28 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

ROLL CALL

Present: **Mayor Georgia Lord**; **Vice Mayor Brannon Hampton**; **Councilmember Joe Pizzillo**; **Councilmember Sheri Lauritano**; **Councilmember Wally Campbell**; **Councilmember Bill Stipp**; **Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Joe Pizzillo to APPROVE Consent Agenda Items 1 through 7. The motion carried by the following vote:

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

1. APPROVAL OF MINUTES

Recommendation
Approve the draft minutes from the Regular Meeting held on June 21, 2021 and July 12, 2021 and the Special Meeting held on July 1, 2021 and July 12, 2021. (Darcie McCracken, City Clerk)

2. **APPROVE EXPENDITURE UP TO $1,030,000 FOR THE REPLACEMENT OF A MOBILE COMMAND POST VEHICLE FOR USE BY POLICE AND FIRE DEPARTMENTS AND RELATED BUDGET TRANSFERS**

Recommendation
Approve expenditure of FY2022 funds in the amount of $1,030,000 for the purchase of a mobile command post vehicle for shared use by the Goodyear Police and Fire departments and related budget transfers. (Kevin Devery, Fleet Superintendent)

3. **APPROVE FY2022 BUDGET TRANSFERS RELATED TO THE EXPENDITURE OF THE AMERICAN RESCUE PLAN ACT FUNDS AND THE CITY OF GOODYEAR COVID RESPONSE**

Recommendation
Approve all necessary FY2022 budget transfers related to the expenditure of the American Rescue Plan Act (ARPA) funds and the city of Goodyear COVID response. (Jared Askelson, Deputy Finance Director)

4. **FINAL PLAT FOR PV303 WEST II - PHASE 2**

Recommendation
Approve the Final Plat of PV303 West II – Phase 2 (the “Final Plat”) subdividing 106.77 acres into 5 lots generally located at the intersection of South Cotton Lane and West Thomas Road, subject to stipulations. (Christopher Baker, Development Services Director)

5. **RE-PLAT OF LOT 3 AT HUDSON COMMONS**

Recommendation
Approve the Re-Plat of Lot 3, Hudson Commons (the “Final Plat”) subdividing approximately 2.07 acres into two parcels subject to stipulations. (Christopher Baker, Development Services Director)

6. **ACCEPTANCE OF A PUBLIC UTILITY AND EASEMENT FOR THE CABANA ON BULLARD DEVELOPMENT**

Recommendation
Accept the Public Utility and Sidewalk Easement from Bullard & Van Buren, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

7. **PRELIMINARY PLAT FOR QUIKTRIP STORE #1417**

Recommendation
Approve the request for a Preliminary Plat for QuikTrip Store #1417. (Jason Barr, Assistant Planner)

PUBLIC HEARINGS

The following actions will take place for each public hearing item:

A. Open the Public Hearing
B. Staff Presentation
C. Applicant Presentation (if applicable)
D. Receive Public Comment
E. Close the Public Hearing

8. **USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH GAS STATION)**

Mayor Lord opened the Public Hearing at 6:33 p.m.

Development Services Director Christopher Baker presented a use permit request for a convenience store with a gas station that will be constructed on approximately 2.5 acres on the southwest corner of Bullard Avenue and McDowell Road.

Mr. Baker explained that the proposal would include a 5,000 square foot store with 16 fueling stations and 47 parking spaces. He also spoke about the proposed elevations, the design and site plan.

Applicant Jonathan Naut, with QuikTrip Corporation, clarified that the fuel canopies would be aligned side by side instead of stacked as noted in the presentation.

There being no other speakers, Mayor Lord closed the Public Hearing at 6:37 p.m.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Laura Kaino to APPROVE a request for a Use Permit for a convenience use (convenience store with gas sales) to be constructed on an approximately 2.5-acre parcel as described in the preliminary site plan signed February 24, 2021 submitted with the Use Permit application, which is located in the C-2 (General Commercial) zoning district at the southwest corner of McDowell Road and Bullard Avenue, subject to stipulations. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

9. **REZONE FOR ESTRELLA COMMONS DISTRICT**

Mayor Lord opened the Public Hearing at 6:38 p.m.

Senior Planner Alex Lestinsky presented a rezone for Estrella Commons District located on the northeast corner of Estrella Parkway and Roosevelt Street. The request was to rezone the property to C-2 and MF-24 with a Planned Area Development (PAD) Overlay. Ms. Lestinsky reviewed the history of Estrella Commons as well as the C-2 and MF-24 Development Standards.

Ed Bull, representing the applicant, introduced his team and expressed his appreciation for the recommendation for approval from staff and the Planning and Zoning Commission.

There being no other speakers, Mayor Lord closed the Public Hearing at 6:54 p.m.

Council requested diversity in colors and facades for the buildings and that the colors blend in with the buildings that are already surrounding the development. Mr. Bull replied that the goal would be to find a balance and meaningful contrast for the area.

A discussion followed about future developments being anything other than multifamily projects. Council expressed their concern with the walkability throughout Estrella Commons and their disappointment of the commercial not being as robust to create a destination area for shopping or restaurants.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2021-2170, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP 21-02 CITY OF GOODYEAR, AZ – REZONE CASE"; "ESTRELLA COMMONS DISTRICT COMMERCIAL – LEGAL DESCRIPTION"; "ESTRELLA COMMONS DISTRICT MULTIFAMILY – LEGAL DESCRIPTION; AND "ESTRELLA COMMONS DISTRICT PAD OVERLAY. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Joe Pizzillo to ADOPT ORDINANCE NO. 2021-1509, CONDITIONALLY REZONING APPROXIMATELY 27 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO MULTIFAMILY (MF-24) AND GENERAL COMMERCIAL (C-2) WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

10. **PLANNED AREA DEVELOPMENT AMENDMENT TO AMEND THE RESTATED AND AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH**

Mayor Lord opened the Public Hearing at 7:06 p.m.

Principal Planner Karen Craver presented an amendment to the restated and amended final planned area development (PAD) for Ballpark Village (BV) and Ballpark Village – South (BV-S). Ms. Craver explained that the proposed staff-initiated PAD amendment was to add 14 acres at the southeast corner of Estrella Parkway and Lower Buckeye to the BV and the BV-S PAD.

Ms. Craver reviewed the current zoning for the 14 acres noting that it was incompatible with the surrounding PADs. The owner of the 14 acres authorized staff to amend the zoning to allow all commercial, all multi-family or both. Staff selected to apply RES/ MXD zoning to the existing underlying zoning category for the BV and BV-S PAD.

Ed Bull, representing the applicant, agreed with and appreciated staff's recommendations.

There being no other speakers, Mayor Lord closed the Public Hearing at 7:12 p.m.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2173 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-01A"; "LEGAL DESCRIPTION"; AND RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE – SOUTH DATED JULY 2021". The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2021-1513 CONDITIONALLY REZONING APPROXIMATELY 268.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY, BETWEEN BULLARD AVENUE AND JUST NORTH OF W. GOODYEAR BOULEVARD TO ADD APPROXIMATELY 14 ACRES TO THE EXISTING 254.5-ACRE RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT (PAD) FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH; TO REZONE THE APPROXIMATELY 14 ACRES TO THE EXISTING PAD UNDERLYING RES/MXD ZONING DESIGNATION; TO CLARIFY AND CONSOLIDATE THE EXISTING PAD RESIDENTIAL PERMITTED USES TABLE; TO UPDATE THE EXISTING PAD LAND USE SUMMARY; AND TO REVISE THE EXISTING PAD BUILDING TYPES TO MORE APPROPRIATELY IDENTIFY THEM AS LAND USE TYPES; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

11. **REZONE APPROXIMATELY 240.32 ACRES LOCATED AT THE NORTHWEST CORNER OF 181st AVENUE AND YUMA ROAD FROM R1-4, R1-6 AND R1-7 TO R1-4 (SINGLE-FAMILY DETACHED) ZONING DISTRICT, WITH R1-4 REDUCED DEVELOPMENT STANDARDS WITH A PAD OVERLAY**

Mayor Lord opened the Public Hearing at 7:17 p.m.

Planner Christian Williams presented a request to rezone 240.32 acres located at the northwest corner of 181st Avenue and Yuma Road. Mr. Williams reviewed the properties surrounding the project as well as the zoning history.

Mr. Williams highlighted the community amenities and connectivity to trails and parks. He also discussed the streetscape and the 7.5-acre parcel intended for a school site.

Lori Shough, Superintendent of the Liberty Elementary School District, thanked the Council for their continued partnership with education and expressed support for the rezone with the school property stipulation.

There being no other speakers, Mayor Lord closed the Public Hearing at 7:29 p.m.

A discussion followed regarding the trails and conveyance channel surrounding the development.

Council asked if the developer would be managing the homeowner's association (HOA) or if it would be an independent HOA. Shane Alleman, with Tiffany and Bosco, replied that there would be an HOA to take care of the maintenance and common areas.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2021-2165, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – LA PRIVADA. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Joe Pizzillo to ADOPT ORDINANCE NO. 2021-1505, CONDITIONALLY REZONING APPROXIMATELY 240.32 ACRES GENERALLY LOCATED NORTHWEST OF 181st AVENUE AND YUMA ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

12. **USE PERMIT FOR A CONVENIENCE USE (RESTAURANT WITH DRIVE-THROUGH)**

Mayor Lord opened the Public Hearing at 7:37 p.m.

Principal Planner Steve Careccia presented a use permit request for a drive-through restaurant for a 1.9-acre parcel located within the Pebble Creek Marketplace. Mr. Careccia stated that the user had been identified as Twisted Sugar.

Mr. Careccia reviewed the proposed site plan and elevations for the restaurant as well as the use permit evaluation criteria.

There being no other speakers, Mayor Lord closed the Public Hearing 7:42 p.m.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Laura Kaino to APPROVE a request for a use permit for a convenience use (restaurant with drive-through) on a 1.9-acre parcel within the Pebble Creek Marketplace Planned Area Development, subject to stipulations. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

13. **USE PERMIT FOR A CONVENIENCE USE (RESTAURANT WITH DRIVE-THROUGH)**

Mayor Lord opened the Public Hearing at 7:43 p.m.

Principal Planner Steve Careccia presented a use permit request for a proposed Salad and Go drive through restaurant. He explained that the proposed restaurant would be located on a 1.14-acre parcel within an existing commercial center near Estrella Parkway and Van Buren Street.

Mr. Careccia reviewed the proposed development plan, elevations and use permit evaluation criteria.

There being no other speakers, Mayor Lord closed the Public Hearing at 7:47 p.m.

Council commented that the community was excited to have a Salad and Go coming to Goodyear.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE a request for a use permit for a convenience use (restaurant with drive-through) on a 1.1-acre parcel within the Centerra Crossing Planned Area Development, subject to stipulations. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

14. **AMENDMENT TO LOT 19 OF THE PALM VALLEY CROSSING PLANNED AREA DEVELOPMENT**

Mayor Lord opened the Public Hearing at 7:51 p.m.

Principal Planner Steve Careccia presented an amendment to Lot 19 of the Palm Valley Crossing Planned Area Development (PAD). Mr. Careccia reviewed the history of amendments for the PAD. He explained that the proposal was to allow an indoor gun range as a permitted use for the lot. He added that Shooter's World was the intended user offering retail sales, office space and an indoor gun range.

Mr. Careccia briefly reviewed the evaluation criteria noting that there was no residential that would be affected by this proposal.

There being no other speakers, Mayor Lord closed the Public Hearing at 7:56 p.m.

Council expressed their excitement in having a Shooter's World in Goodyear.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2021-2171 - A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED: "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-11." The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Councilmember Joe Pizzillo, **SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2021-1510 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY AMENDING THE PALM VALLEY CROSSING PLANNED AREA DEVELOPMENT DATED DECEMBER 2006 TO ALLOW AN INDOOR GUN RANGE AS A PERMITTED USE ON LOT 19; AMENDING THE ZONING MAP; AND PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, PENALTIES AND AN EFFECTIVE DATE. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

BUSINESS

15. **COMPREHENSIVE SIGN PACKAGE FOR THE GOODYEAR CIVIC SQUARE**

Principal Planner Steve Careccia spoke about a comprehensive sign package for the Goodyear Civic Square. Mr. Careccia provided a brief overview of the lots that would be covered under the sign package. He also reviewed the Goodyear Civic Square Planned Area Development (PAD) adding that it was a unique project with a mix of uses within an urban setting.

Mr. Careccia presented some examples of the design theme, fonts and colors along with examples of monument ground signs, directional and temporary signage, building wall signs and their proposed locations throughout the development.

A discussion followed regarding the four stipulations in the sign package.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE the comprehensive sign package for the Goodyear Civic Square, subject to stipulations. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

16. **SCOPE AND FEE PROPOSAL FOR WEST GOODYEAR FIRE AND POLICE SUBSTATION**

Deputy Fire Chief Tim Wayne and Deputy Police Chief David Farrow discussed the scope and fee proposal for the West Goodyear Fire and Police Substation. The proposed Fire Station 188 would be located on the northeast corner of Citrus Road and Harrison Street.

Deputy Chief Farrow reviewed the total project budget and the police substation costs as well as the cost benefits of adding the design of the police substation to the fire station.

Deputy Chief Wayne went on to review the project timeline noting that the project would be completed in approximately July 2023.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE the expenditure of up to $1,480,000 for Project #30007 Fire Station 188, including planning for a future police substation serving West Goodyear, and authorize a necessary budget transfer. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

17. **APPROVAL OF NEW TEN-YEAR LEASE TO FRANKLIN PIERCE UNIVERSITY AND TERMINATION OF THE EXISTING LEASE**

Economic Development Project Manager Darah Mann provided background information on Franklin Pierce University as well as the proposed expansion plans. Ms. Mann explained that Franklin Pierce was recruited to Goodyear in 2006. She reviewed Franklin Pierce's graduate success rate noting that 100 percent employment was obtained within six months of licensure.

Ms. Mann went on to discuss the expansion plans for Franklin Pierce adding that the doctorate of physical therapy program would be increasing to 144 students. The expansion would also accommodate a new physician assistant program, nursing suite and a SIM lab.

Real Estate Coordinator Linda Beals reviewed the Franklin Pierce University 10-year lease terms. She noted that the leased area would be increasing from 14,471 square feet to 18,208 square feet.

Director of Physical Therapy Program Lisa Zook expressed that they were thankful for the relationship with the City of Goodyear and being a part of the community.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2174 AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A TEN-YEAR LEASE AGREEMENT AND ASSOCIATED DOCUMENTS FOR THE LEASE OF A PORTION OF BUILDING A OF THE GOODYEAR MUNICIPAL COMPLEX TO FRANKLIN PIERCE UNIVERSITY; AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL TERMINATION OF THE EXISTING LEASE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFERS; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Brannon Hampton**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**

Passed - Unanimously

INFORMATION ITEMS

City Manager Julie Karins wished the Council an enjoyable break and noted that the next meeting would be held on August 23, 2021.

FUTURE MEETINGS

Monday, August 23, 2021	Work Session	5:00 p.m.
Monday, August 23, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 8:40 p.m.

_____ _____

Darcie McCracken, City Clerk Georgia Lord, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on July 19, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021. SEAL:

_____

Darcie McCracken, City Clerk

AGENDA ITEM #: 3.
DATE: 08/23/2021
AI #:412

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPT ORDINANCE NO. 2021-1515 AMENDING CITY CODE 2-1-5

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Recent changes to the City Charter require modifications to City Code Section 2-1-5 Council Compensation.

Recommendation

ADOPT ORDINANCE NO. 2021-1515, AMENDING GOODYEAR CITY CODE SECTION 2-1-5 (COUNCIL COMPENSATION), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

FISCAL IMPACT

The passage of this ordinance has no fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

The City Charter was approved by the voters at the March 9, 2021 and signed by Governor Ducey on May 18, 2021. The voters approved adding a Council Compensation Committee that would present their recommendations to the City Clerk in the odd years. Any changes will become effective the following fiscal year.

STAFF ANALYSIS

The current action before Council is to amend the City Code to align with the City Charter provisions.

Attachments

Ordinance

ORDINANCE NO. 2021-1515

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE SECTION 2-1-5 (COUNCIL COMPENSATION), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the voters of the city of Goodyear approved the Charter Amendments at the March 9, 2021 and duly submitted and signed by Governor Ducey on May 18, 2021; and

WHEREAS, the City Charter changed the provisions regarding Council Compensation; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona believe that the vote of the public shall govern this section; and

WHEREAS, to bring the City Code into harmony with the City Charter;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. AMENDMENT TO CITY CODE 2-1-5

Section 2-1-5 of the City Code shall be deleted in its entirety and replaced with the following:

(A) The compensation for the Mayor and City Council shall be adopted by resolution as per the City Charter Article 2, Section 11.

(B) The Mayor and Councilmembers shall be eligible for the benefits afforded full time employees.

SECTION 2. CORRECTIONS

The City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

AGENDA ITEM #: 4.
DATE: 08/23/2021
AI #:414

CITY COUNCIL ACTION REPORT

SUBJECT: CAMELBACK ROAD & SARIVAL AVENUE INTERSECTION IMPROVEMENTS

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer; Troy Tobiasson, Senior Project Manager

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SUMMARY

Request Council approve a budgeted expenditure of $664,100 for traffic signal equipment, construction of left turn lanes, and award of a construction contract for intersection improvements at Camelback Road & Sarival Avenue.

Recommendation

Approve expenditure of funds in the amount of $664,100 for the construction of intersection improvements at Camelback Road & Sarival Avenue. (Hugh Bigalk, P.E., City Traffic Engineer; Troy Tobiasson, Senior Project Manager)

FISCAL IMPACT

The construction cost of the intersection improvements at Camelback Road & Sarival Avenue are budgeted in the FY2022 Capital Improvement Program under Project 42007 with an approved budget of $700,400.

BACKGROUND AND PREVIOUS ACTIONS

On June 22nd, 2020, City Council approved the Intergovernmental Agreement (IGA) with Maricopa County (CAR 2020-6952) for the design and construction of a traffic signal at Sarival Avenue & Camelback Road. Design was funded in FY2021 with construction funded in FY2022. Under the terms of the agreement, the City is responsible for 75% of the project costs estimated to be $453,700 and Maricopa County is responsible for 25% of the project costs. The City is responsible for the design and construction of the traffic signal. Upon the issuance of a notice to proceed for construction, the City is to invoice Maricopa County for its share of the cost of the traffic signal.

On November 16th, 2020 City Council approved Amendment One to the IGA with Maricopa County (CAR 2020-7065) which advanced construction to FY2021 and added a developer contribution in the amount of $150,000 for the construction of left turn lanes on Camelback Road.

STAFF ANALYSIS

Construction of the project is scheduled to begin in September 2021 and be completed by the end of March 2022. The City of Goodyear will own and maintain the traffic signal once completed.

AGENDA ITEM #: 5.
DATE: 08/23/2021
AI #:441

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF ESTRELLA PARCEL 9.28 AND DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):
Pete Teiche, Newland Communities

SUMMARY

A Final Plat subdividing approximately 20 acres into 67 lots and 15 tracts at the intersection of West Willis Road and South 181st Avenue and a Development Agreement for Estrella Parcel 9.28.

Recommendation

1. Approve the Final Plat of Estrella Parcel 9.28 (the "Final Plat"), subject to stipulations.
2. ADOPT RESOLUTION NO. 2021-2177 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Katie Wilken, Planning Manager)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. Prior to recordation of the Final Plat, the property owner shall submit an updated title report for the property and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. The property owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so;
3. Prior to the recordation of the Final Plat, the following off-site easements shall be recorded and the recording information inserted into the Final Plat:
    - Sewer Easement (SE) identified on page 6 of the Final Plat
    - Two Permanent Drainage Easements (DE) identified on Page 6 of the Final Plat
    - Two Public Utility Easements (PUE) identified on Page 6 of the Final Plat

- A Temporary Drainage Easement (TDE) identified on Page 6 of the Final Plat
- Two Public Utility Easements (PUE) identified on Page 4 of the Final Plat
- A Permanent Drainage Easement identified on Page 5 of the Final Plat
- A Temporary Drainage Easement identified on Page 4 of the Final Plat

4. Unless otherwise agreed to by the City Engineer or his designee, prior to the issuance of final grading and drainage construction permits for work within the Estrella Parcel 9.28 property, a completed Storm Water Maintenance Agreement (SWMA), in a form approved by the City Attorney or his designee and by the City Engineer or his designee shall be executed by the parties to the agreement and recorded in the Official Records of Maricopa County. In no event shall construction permits for vertical construction be issued until a completed Storm Water Maintenance Agreement (SWMA), in a form approved by the City Attorney or his designee and by the City Engineer or his designee shall be executed by the parties to the agreement and recorded in the Official Records of Maricopa County; and
5. No building permits shall be issued for structures of any kind on Lots 65, 66, and 67 until full street improvements required for a local street have been completed for the section for West Verbena Drive located within the boundaries of the Final Plat of Estrella Parcel 9.28 and either: (i) a temporary or permanent street cul-de-sac or hammer-head has been constructed where West Verbena Drive currently terminates and all right-of-way and/or easements required for such cul-de-sac or hammer-head have been conveyed to the City of Goodyear or (ii) full street improvements required for a local street have been completed that extends West Verbena Drive from where it terminates in the Final Plat of Estrella Parcel 9.28 to where West Verbena Drive intersects with another public street and all right-of-way and/or easements required for such improvements have been conveyed to the City of Goodyear. All right-of-way required for public street improvements that are to be conveyed for cul-de-sac or hammer-head or extension of W. Verbena Drive shall be conveyed to the City in fee and lien free. All easements that are to be conveyed for the cul-de-sac or hammer-head or extension of W. Verbena Drive shall be lien free and in a form approved by the City Attorney or his designee. All improvements required herein shall be constructed in accordance with the requirements of the City of Goodyear Engineering Design Standards and Policies in effect at the time of construction.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction. The approval of proposed development agreement does not have any fiscal impact of the City of Goodyear as it only allows for an alternative form of financial assurance to ensure the completion of the public infrastructure within the boundaries of the Final Plat of Estrella Parcel 9.28.

BACKGROUND AND PREVIOUS ACTIONS

The preliminary plat of Estrella Parcel 9.28 was approved by the City Council on September 28, 2020.

STAFF ANALYSIS

Final Plat

Staff recommends approval of the Final Plat of Estrella Parcel 9.28 for the following reasons:

- The final plat substantially conforms to the preliminary plat as required by state law
- As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area.
- The proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Development Agreement

Property owners developing within the city are required to construct public infrastructure improvements within and along or adjacent to the boundaries of their properties, and when required, to provide service to their properties outside the boundaries of their properties. To ensure the completion of these improvements, the city's current development regulations require that a subdivision bond be provided equal to 100% of the estimated cost to construct the public infrastructure improvements that are to be constructed. Staff has identified an alternative to the traditional subdivision bond that affords the city the protection needed to insure the completion of public infrastructure.

With respect to Internal Infrastructure, which includes all public infrastructure improvements that are to be constructed within the boundaries of the property, the city will use building permit holds to secure the completion of the Internal Infrastructure. If the developer or owner want to begin pulling building permits before the completion of the required Internal Infrastructure, a subdivision bond in an amount sufficient to cover the estimated costs of completing the Internal Infrastructure can be provided and building permits will be issued. With respect to External Infrastructure, which includes the infrastructure improvements that are to be constructed along, or adjacent to the external boundaries of the property and the public infrastructure that is to be constructed off the property, the more traditional forms of financial assurances will still be required.

Staff supports the proposed Development Agreement for EMR Parcel 9.28. The terms related to financial assurance will encourage development while providing adequate assurances that required public infrastructure will be completed.

Attachments

Parcel 9.28 Final Plat

Preliminary Plat Staff Report

Resolution & Development Agreement

Aerial Photo

FINAL PLAT
OF
"ESTRELLA PARCEL 9.28"
GOODYEAR, ARIZONA
A PORTION OF SECTIONS 27 & 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENTS: THAT NNP III – ESTRELLA MOUNTAIN RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER"), AS OWNER, HAS SUBDIVIDED UNDER THE NAME ESTRELLA PARCEL 9.28 , A PORTION OF SECTIONS 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS, AND STREETS CONSTITUTING THE SAME. EACH SUCH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT.

OWNER HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR (THE "CITY"), IN FEE, TRACT F AND THE STREETS (R/W) SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

OWNER HEREBY DECLARES ALL TRACTS EXCEPT TRACT F INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION (THE "ASSOCIATION"), AND, SUBJECT TO THE COVENANTS AND EASEMENTS HEREIN, DEDICATES AND CONVEYS TO THE ASSOCIATION ALL SUCH TRACTS EXCEPT TRACT F, FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

OWNER HEREBY DEDICATES TO THE CITY FOR USE BY THE CITY, AND ITS PERMITTEES, NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A, B, C, D, E, G, H, I, J, K, & L AND IN LOTS, DESIGNATED AS "PUE" AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (PUBLIC UTILITY EASEMENT AREAS). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITIES WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ASSOCIATION, PERPETUAL, NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS V.N.A.E. AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE VEHICLE NON–ACCESS EASEMENT AREAS) FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON–ACCESS EASEMENT AREAS. THE VEHICLE NON–ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON–ACCESS EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY PERPETUAL NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, E, G, H, & I INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS, THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE DRAINAGE FACILITIES). OWNER, AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE MAINTENANCE WORK). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, E, G, H, & I.

IN CONSIDERATION OF THE CITY'S AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACT F, WHICH TRACT THEREAFTER SHALL BE CONVEYED TO THE CITY, THE ASSOCIATION HEREBY EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, MAINTAIN AND REPLACE SUCH LANDSCAPING INSTALLED WITHIN MEDIANS CONSTRUCTED WITHIN TRACT F BEING DEDICATED HEREIN, INCLUDING THE PROVIDING OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE ASSOCIATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT–OF–WAY. THE ASSOCIATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISING FROM SUCH LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THE MEDIANS WITHIN SAID TRACT F. THE ASSOCIATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY RESULTING FROM SUCH LANDSCAPING WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN THE MEDIAN IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED IMMEDIATELY AFTER ITS DISCOVERY; AND THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE FAILURE OF THE ASSOCIATION TO REMEDY THE UNSAFE CONDITION WITHIN THREE (3) BUSINESS DAYS OF BEING NOTIFIED THEREOF BY THE CITY. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE ASSOCIATION FAIL TO MAINTAIN THE LANDSCAPING INSTALLED WITHIN THE MEDIANS AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE ARISING OUT OF THE FOREGOING OBLIGATIONS OF THE ASSOCIATION TO MAINTAIN LANDSCAPING WITHIN THE MEDIANS IN TRACT F, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES AND OTHER COSTS, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

OWNER HEREBY DEDICATES TO THE CITY, FOR USE BY THE CITY AND ITS PERMITTEES A NON–EXCLUSIVE AND PERPETUAL SEWER EASEMENT UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT I DESIGNATED AS "S.E." AND A NON–EXCLUSIVE ACCESS EASEMENT UPON, OVER AND ACROSS ALL AREAS WITHIN TRACT I DESIGNATED AS "S.E" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE SEWER AND ACCESS EASEMENT AREA). THE SEWER AND ACCESS EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING SEWER LINES, APPURTENANCES (THE SEWER FACILITIES) AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE SEWER AND ACCESS EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN SEWER LINES PERMITTED BY THE CITY SHALL BE CONSTRUCTED WITHIN THE SEWER LINE EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE SEWER AND ACCESS EASEMENT AREA. BECAUSE THE SEWER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT–OF–WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE SEWER AND ACCESS EASEMENT AREA AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO UNDERGROUND SEWER LINES (THE "ACCESS FACILITIES") AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS AND SHALL KEEP THE ACCESS FACILITIES FREE FROM VEGETATION UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. OWNER RESERVES FOR ITSELF THE RIGHT TO USE THE SEWER AND ACCESS EASEMENT AREA FOR PURPOSES THAT ARE NOT INCONSISTENT WITH THE CITY'S RIGHTS UNDER THE EASEMENT GRANTED HEREIN. THE SEWER AND ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SEWER AND ACCESS EASEMENT AREA.

IN WITNESS WHEREOF: NNP III – ESTRELLA MOUNTAIN RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED.
THIS _____ DAY OF _____ 2021.
NNP III – ESTRELLA MOUNTAIN RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2021 BEFORE ME ME THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF NNP III – ESTRELLA MOUNTAIN RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

HOMEOWNER'S ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B, C, D, E, G, H, I, J, K, L, M, N, O, & P REFLECTED HEREIN. THE DEDICATION OF THE VEHICLE NON–ACCESS EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THE THE _____ DAY OF _____, 2021

VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION AN ARIZONA NON–PROFIT CORPORATION

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2021 BEFORE ME THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE

_____ OF VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

OWNER/DEVELOPER

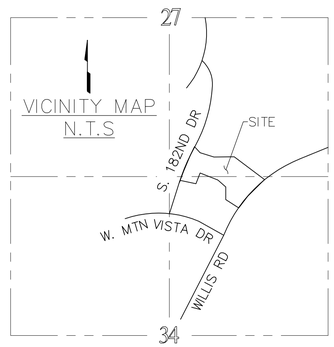
NNP III–ESTRELLA MOUNTAIN RANCH, LLC
10300 S. ESTRELLA PARKWAY
GOODYEAR, ARIZONA 85338
PH: (602) 347–6851
CONTACT: PETE TEICHE

SHEET INDEX

FP01 COVER SHEET, DEDICATION, NOTES
FP02 LEGAL DESCRIPTION, TYP. DETAILS, NOTES AND TRACT SUMMARY TABLE
FP03 KEY MAP, LEGEND
FP04–06 LOTS, TRACTS & EASEMENT
FP07 LOT, TRACT, LINE & CURVE TABLES

SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	899,198	20.64
STREET ROW	199,453	4.57
NET AREA	698,984	16.05
LOT SIZE (MIN.)	55' X 115'	
TOTAL LOTS	67	
AREA SUBDIVIDED INTO LOTS	448,286	10.29
GROSS DENSITY	3.25	
OPEN SPACE	250,698	5.76
% OF GROSS AREA IN O.S.	27.880%	
EXISTING ZONING	P.A.D.	

RECREATIONAL OPEN SPACE	
ACTIVE RECREATIONAL OPEN SPACE ACREAGE	4.12
PASSIVE RECREATIONAL OPEN SPACE ACREAGE	1.63



CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREET ROW	4.57
PLUS AREA SUBDIVIDED INTO LOTS	10.29
AREA SUBTOTAL	14.86
APPLY 15% OPEN SPACE FACTOR	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%	17.48

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	67
DIVIDED BY ADJUSTED GROSS AREA	17.48
ADJUSTED GROSS DENSITY	3.83

EDU CALCULATION	
NUMBER OF DWELLING UNITS	67
EQUIVALENT EDU FACTOR FOR 2–4 DU/AC (1.00 PER DU	1.00
NUMBER OF EDU'S REQUIRED FOR PRJECT	67.00

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ DAY OF _____, 2021

BY _____ ATTEST: _____
GEORGIA LORD, MAYOR DARCIE McCRACKEN, CLERK

APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA.

THIS _____ DAY OF _____, 2021

BY: _____
SUMEET MOHAN, CITY ENGINEER

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST ONE–QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEARING: S88°51'31"W

UTILITY SERVICES

WATER ---------- CITY OF GOODYEAR
SEWER ---------- CITY OF GOODYEAR
ELECTRIC ---------- ARIZONA PUBLIC SERVICE COMPANY
GAS ---------- SOUTHWEST GAS COMPANY
TELEPHONE ---------- CENTURY LINK
SOLID WASTE DISPOSAL ------- CITY OF GOODYEAR
POLICE PROTECTION --------- CITY OF GOODYEAR
(AND PRIVATE PATROL)
FIRE PROTECTION AND
EMERGENCY SERVICES DISPATCH – CITY OF GOODYEAR
CABLE TELEVISION -------- CENTURY LINK

FLOOD PLAIN

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C2625M, DATED NOVEMBER 4, 2015. THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SURVEYOR'S STATEMENT

I, JOSHUA S. MOYSES, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETED AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEY, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS–OF–WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

BY: JOSHUA S. MOYSES, R.L.S. #47373
STRATEGIC SURVEYING, LLC
2443 W. 12TH ST., SUITE 1
TEMPE, ARIZONA 85281
PH: (480) 272–7634

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
08–11–21
Signed
ARIZONA, U.S.A.
EXPIRES 03/31/23

NOTE:
A.R.S. 32–151 STATE THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

STRATEGIC SURVEYING, LLC
2443 W. 12TH ST.
STE 1
TEMPE, AZ 85281
PH 480-272-7634

LAND SURVEYOR
STRATEGIC SURVEYING, LLC
2443 WEST 12TH STREET,
SUITE 1
TEMPE, ARIZONA 85281
CONTACT: JOSHUA MOYSES
PHONE: (480) 865–4399

DRAWN	JSM
CHK'D.	JSM
APPR'D	JSM
DATE	08–11–21
STRATEGIC SURVEY PROJECT #	00334–FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 1 OF 7

DRAWING NUMBER
FP–01

LEGAL DESCRIPTION

A PORTION OF LAND LYING WITHIN SECTIONS 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31 WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, SOUTH 88°51'31 WEST, A DISTANCE OF 783.16 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 45°02'11 EAST, IS 2,700.00 FEET;

THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 8°20'23, AND A LENGTH OF 392.99 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF WAY LINE, NORTH 82°33'42 WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35 WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26 EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26 EAST, A DISTANCE OF 1.00 FEET;

THENCE NORTH 38°04'34 WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 51°55'26 WEST, A DISTANCE OF 53.00 FEET;

NORTH 38°04'38 WEST, A DISTANCE OF 249.28 FEET, TO THE SOUTHEASTERLY MOST BOUNDARY CORNER, PER FINAL PLAT, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26, RECORDED IN BOOK 1053, PAGE 49, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 85°21'42 WEST, A DISTANCE OF 581.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 71°48'28 WEST, A DISTANCE OF 452.63 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 32°49'54 WEST, A DISTANCE OF 157.09 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 182ND DRIVE, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 1059, PAGE 15, MARICOPA COUNTY RECORDS, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 67°10'59 WEST, IS 820.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 13°42'59, AND LENGTH OF 196.30 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 36°32'00 WEST, A DISTANCE OF 442.74 FEET, TO THE NORTHERN MOST BOUNDARY CORNER OF ESTRELLA PARCEL 9.30 AS RECORDED IN BOOK 1554, PAGE 18, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF 182ND DRIVE, SOUTH 53°28'00 EAST, A DISTANCE OF 192.00 FEET;

THENCE NORTH 36°32'00 EAST, A DISTANCE OF 93.04 FEET;

THENCE NORTH 52°18'42 WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 36°32'00 EAST, A DISTANCE OF 23.88 FEET;

THENCE NORTH 81°28'58 EAST, A DISTANCE OF 11.32 FEET;

THENCE NORTH 35°39'10 EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 35°39'10 EAST, 225.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 0°07'01, AND AN ARC LENGTH OF 0.46 FEET;

THENCE NORTH 35°32'09 EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 8°31'26 WEST, A DISTANCE OF 11.30 FEET;

THENCE NORTH 36°32'0 EAST, A DISTANCE OF 59.30 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 53°42'41 EAST, A DISTANCE OF 292.99 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 18°35'14, AND A LENGTH 95.05 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 80°56'52, AND A LENGTH OF 94.66 FEET;

THENCE SOUTH 44°10'36 EAST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 2°18'35, AND A LENGTH OF 6.37 FEET;

THENCE SOUTH 1°16'03 WEST, A DISTANCE OF 13.42 FEET;

THENCE SOUTH 78°47'23 EAST, A DISTANCE OF 11.92 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 27°09'55 EAST, A DISTANCE OF 158.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 37°14'28, AND A LENGTH OF 102.70 FEET;

THENCE NORTH 79°55'27 EAST, A DISTANCE OF 89.93 FEET;

THENCE SOUTH 55°04'33 EAST, A DISTANCE OF 11.31 FEET;

THENCE NORTH 79°55'27 EAST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 34°55'27 EAST, A DISTANCE OF 11.31 FEET;

THENCE NORTH 79°55'27 EAST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 272.91 FEET;

THENCE NORTH 79°55'27 EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 11°43'32 WEST, A DISTANCE OF 5.39 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 33.16 FEET;

THENCE SOUTH 31°52'38 EAST, A DISTANCE OF 5.39 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 79°55'27 WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 289.23 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 37°50'33 WEST, A DISTANCE OF 225.00 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°36'24, AND A LENGTH OF 76.99 FEET;

THENCE NORTH 59°21'48 WEST, A DISTANCE OF 23.90 FEET;

THENCE SOUTH 79°55'27 WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 1.87 FEET;

THENCE SOUTH 79°55'27 WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 34°55'27 WEST, A DISTANCE OF 22.63 FEET;

THENCE SOUTH 79°55'27 WEST, A DISTANCE OF 194.91 FEET;

THENCE SOUTH 10°04'33 EAST, A DISTANCE OF 49.66 FEET;

THENCE SOUTH 3°11'34 EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 2°41'28 EAST, A DISTANCE OF 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39 EAST, A DISTANCE OF 264.64 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 47°08'32, AND A LENGTH OF 217.75 FEET;

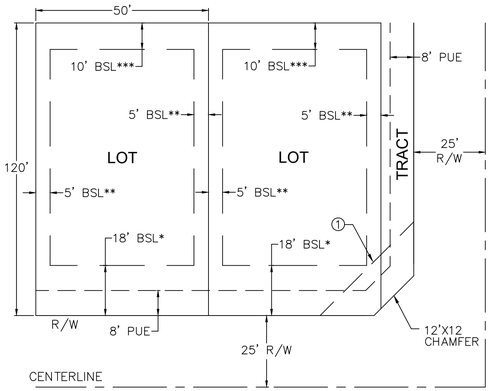
THENCE SOUTH 57°50'53 EAST, A DISTANCE OF 189.22 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 32°11'21 EAST, A DISTANCE OF 254.67 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 2700.00 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 12°46'27, AND A LENGTH OF 601.97 FEET, TO THE POINT OF BEGINNING.

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY IF IT DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS, IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT IMPROVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD. THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
5. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS, ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES. MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTING ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD. THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENT WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET: LANDSCAPING WITHIN THE UNOBSTRUCTED VIEW EASEMENT WILL BE LIMITED TO GROUND COVER, FLOWERS, AND GRANITE LESS THAN (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN (7) FEET ABOVE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
7. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON AS PROPERTY.
8. THE DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM LUKE AIRFORCE BASE AND/OR THE PHOENIX-GOODYEAR AIRPORT. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEBUILDER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
10. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH A USE.
11. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. EXCLUDING POWER LINES 69 KV AND LARGER.
12. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2 REBAR WITH A CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
13. THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE DEVELOPMENT.
14. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
15. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.
16. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION, THIS INCLUDES LOTS 30, 31, 52, 53, AND 58.
17. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS, THIS INCLUDES LOT 33 AND 40.
18. THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION SHALL OWN AND MAINTAIN ALL OPEN SPACE AREAS, TRAILS, AND OTHER COMMUNITY AMENITIES AND MAINTAIN ALL ARTERIAL AND COLLECTOR ROAD RIGHT-OF-WAY LANDSCAPING EXCEPT FOR ARTERIAL MEDIAN LANDSCAPING.
19. SIGNAGE SHALL BE POSTED WITHIN THE SUBDIVISION SALES OFFICE IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONES (APZA) 65 LDN AND HIGHER NOISE CONTOURS AND DEPARTURE CORRIDORS AS WELL AS THE PHOENIX-GOODYEAR AIRPORT TRAFFIC PATTERN AREA AND NOISE CONTOURS AS TWENTY-FOUR INCH BY THIRTY-SIX INCH (24 -26) MAP AT THE MAIN ENTRANCE OF SUCH SALES FACILITIES AND SHALL INCLUDE THE APPROXIMATE LOCATION OF THE HOMES OR APARTMENTS BEING SOLD OR LEASED CLEARLY DEPICTED.
20. NNP III – ESTRELLA MOUNTAIN RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE OF TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, & O INCLUSIVE UNTIL SUCH TIME AS THE RESPONSIBILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.
21. ALL PROPOSED DWELLINGS SHALL BE SINGLE FAMILY/DETACHED.
22. COMMON AREAS DECLARED ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION.
23. NO DETACHED ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO THE STREET SIDE OF A CORNER LOT THAN THE FRONT YARD REQUIRED ON A KEY LOT. EXCEPT SUCH SETBACK NEED NOT BE GREATER THAN ONE-HALF THE WIDTH OF THE CORNER LOT.
24. THE SAME STANDARD PLAN AND ELEVATION SHALL NOT BE BUILT NEXT DOOR TO OR ACROSS THE STREET FROM ONE ANOTHER (I.E. PLAN 1 ELEVATION A SHALL NOT BE BUILT NEXT DOOR TO, OR ACROSS THE STREET FROM PLAN 1 ELEVATION A).
25. RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.
26. ALL ONSITE AND OFFSITE INFRASTRUCTURE IMPROVEMENTS THAT WILL SERVE THE PROPERTY SHALL BE CONSTRUCTED PURSUANT TO THE APPROVED PLANS IN ONE PHASE.
27. TYPICAL SIDE TRACTS ARE 10' WIDE.
28. THIS DEVELOPMENT IS IN PROXIMITY TO A PROPOSED ELEMENTARY SCHOOL SITE AND MAY THEREFORE BE SUBJECT TO POTENTIAL NOISE INTRUSION, TRAFFIC, AND ALL OTHER EFFECTS ASSCOIATED WITH SUCH A USE.
29. THIS DEVELOPMENT IS IN PROXIMITY TO PROPERTY WITH PERMITTED COMMERCIAL USES AND MAY THEREFORE BE SUBJECT TO POTENTIAL NOISE INTRUSION, TRAFFIC AND ALL OTHER EFFECTS ASSOCIATED WITH SUCH USE.
30. THE NEAREST FIRE STATION TO THIS SUBDIVISION IS STATION NO. 182, WHICH IS LOCATED AT THE NORTHEAST CORNER OF S. ESTRELLA PARKWAY AND S. 175TH DRIVE. THIS STATION IS LOCATED APPROXIMATELY 3.4 MILES FROM THE SUBDIVISION.
31. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE, THIS INCLUDES LOTS 59 AND 67.
32. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES OF ANY KIND ON LOTS 65, 66, AND 67 UNTIL FULL STREET IMPROVEMENTS REQUIRED FOR A LOCAL STREET HAVE BEEN COMPLETED FOR THE SECTION FOR WEST VERBENA DRIVE LOCATED WITHIN THE BOUNDARIES OF THE FINAL PLAT OF ESTRELLA PARCEL 9.28 AND EITHER: (I) A TEMPORARY OR PERMANENT STREET CUL-DE-SAC OR HAMMER-HEAD HAS BEEN CONSTRUCTED WHERE WEST VERBENA DRIVE CURRENTLY TERMINATES AND ALL RIGHT-OF-WAY AND/OR EASEMENTS REQUIRED FOR SUCH CUL-DE-SAC OR HAMMER-HEAD HAVE BEEN CONVEYED TO THE CITY OF GOODYEAR OR (II) FULL STREET IMPROVEMENTS REQUIRED FOR A LOCAL STREET HAVE BEEN COMPLETED THAT EXTENDS WEST VERBENA DRIVE FROM WHERE IT TERMINATES IN THE FINAL PLAT OF ESTRELLA PARCEL 9.28 TO WHERE WEST VERBENA DRIVE INTERSECTS WITH ANOTHER PUBLIC STREET AND ALL RIGHT-OF-WAY AND/OR EASEMENTS REQUIRED FOR SUCH IMPROVEMENTS HAVE BEEN CONVEYED TO THE CITY OF GOODYEAR. ALL RIGHT-OF-WAY REQUIRED FOR PUBLIC STREET IMPROVEMENTS THAT ARE TO BE CONVEYED FOR CUL-DE-SAC OR HAMMER-HEAD OR EXTENSION OF W. VERBENA DRIVE SHALL BE CONVEYED TO THE CITY IN FEE AND LIEN FREE. ALL EASEMENTS THAT ARE TO BE CONVEYED FOR THE CUL-DE-SAC OR HAMMER-HEAD OR EXTENSION OF W. VERBENA DRIVE SHALL BE LIEN FREE AND IN A FORM APPROVED BY THE CITY ATTORNEY OR HIS DESIGNEE. ALL IMPROVEMENTS REQUIRED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES IN EFFECT AT THE TIME OF CONSTRUCTION.



TYPICAL 50' X 120 LOT DETAIL

N.T.S.

SETBACKS AND DEVELOPMENT STANDARDS PER SFD-50 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET.

** AWNINGS BAY WINDOW, FIREPLACES AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK. PRODUCT CONFIGURATIONS WITH SIDE YARD USE AND BENEFIT EASEMENTS AND "ZERO" LOT LINES ARE ALLOWED.

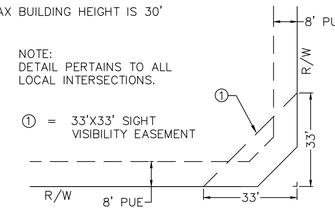
*** MINIMUM SETBACK TO REAR PATIO COVER IS 10 FEET.

MAX BUILDING COVERAGE IS 75%

MAX BUILDING HEIGHT IS 30'

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.

① = 33'X33' SIGHT VISIBILITY EASEMENT



TYPICAL S.V.E. DETAIL FOR LOCAL STREETS

TRACT USE TABLE

PARCEL #	AREA (SQ. FT.)	AREA (ACRES)	USE	MAINTENANCE RESPONSIBILITY
TRACT A	109,316.94	2.51	L.S.,O.S.,P.U.E.,S.W.E.,D.	H.O.A.
TRACT B	1,073.76	0.02	L.S., O.S., P.U.E.	H.O.A.
TRACT C	1,719.75	0.04	L.S., O.S., P.U.E.	H.O.A.
TRACT D	1,296.84	0.03	L.S., O.S., P.U.E.	H.O.A.
TRACT E	59,289.02	1.36	L.S., O.S., P.U.E., D.	H.O.A.
TRACT F	4,292.38	0.10	L.S., MEDIAN	H.O.A.
TRACT G	9,679.63	0.22	L.S., O.S., P.U.E., D.	H.O.A.
TRACT H	28,184.06	0.65	L.S., O.S., P.U.E., D.	H.O.A.
TRACT I	26,508.01	0.61	L.S.,O.S.,P.U.E.,S.E.,D.	H.O.A
TRACT J	1,446.58	0.03	L.S., O.S., P.U.E.	H.O.A.
TRACT K	3,158.22	0.07	L.S., O.S., P.U.E.	H.O.A.
TRACT L	1,089.72	0.03	L.S., O.S., P.U.E.	H.O.A.
TRACT M	704.00	0.02	L.S., O.S., P.S.	H.O.A.
TRACT N	749.20	0.02	L.S., O.S., P.S.	H.O.A.
TRACT O	704.23	0.02	L.S., O.S., P.S.	H.O.A.
TRACT P	760.39	0.02	L.S., O.S., P.S.	H.O.A.

* USES LISTED HEREON MAY NOT BE THE ENTIRE TRACT – REFER TO PLAN SHEETS FOR EXACT LOCATION OF EACH USE/EASEMENT WITHIN THE TRACT.

NOTE: TRACTS A, B, C, D, E, G, H, I, J, K, L, M, N, O, & P ARE OWNED/MAINTAINED BY H.O.A.
TRACT F IS OWNED BY THE CITY OF GOODYEAR

MAINTENANCE LEGEND

H.O.A.	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION

LAND USE LEGEND

D.	DRAINAGE
L.S.	LANDSCAPE
O.S.	OPEN SPACE
P.U.E.	PUBLIC UTILITY EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.S.	PRIVATE STREET
S.E.	SEWER EASEMENT
S.W.E.	SIDEWALK EASEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
08-11-21
ARIZONA, U.S.A.
EXPIRES 03/31/23

STRATEGIC SURVEYING, LLC
2443 W. 12TH ST.
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PH 480-272-7634

LAND SURVEYOR
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CONTACT: JOSHUA MOYSES
PHONE: (480) 865-4399

DRAWN	JSM
CHK'D.	JSM
APPRV'D	JSM
DATE	08-11-21
STRATEGIC SURVEY PROJECT #	00334-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 2 OF 7

DRAWING NUMBER

FP-02

PARCEL 9.26

NOT A PART

SHEET 5

SHEET 4

SHEET 6

SOUTH 182ND DRIVE

S36°32'00"W 442.74'

N32°49'54"W 157.09'

N71°48'28"W 452.63'

N85°21'42"W 581.65'

N39°04'38"W 249.28'

TRACT A

WEST BIGHORN AVENUE

SOUTH 178TH AVENUE

TRACT B

TRACT C

TRACT E

TRACT I

TRACT K

TRACT J

TRACT M

TRACT N

TRACT O

SOUTH 182ND AVENUE

WEST VERBENA DRIVE

TRACT D

TRACT H

WEST LONG LAKE ROAD

WEST WILLIS ROAD

TRACT P

TRACT E

SOUTH 181ST AVENUE

TRACT F

TRACT G

PARCEL 9.30
BOOK 1554, PAGE 18
PER M.C.R.

S53°28'00"E 192.00'

FD GLO BRASS CAP BEING THE SE COR OF SEC. 27 T.1S., R.2W., PER G.&S.R.B.&M. (P.O.C.)

(P.O.B.) PARCEL 9.28

S88°51'31"W 2731.34'
(BASIS OF BEARING)

FD GLO BRASS CAP BEING THE S1/4 COR OF SEC. 27 T.1S., R.2W., PER G.&S.R.B.&M.

LEGEND & ABBREVIATIONS

⊙	FOUND CITY OF GOODYEAR BRASS CAP (UNLESS OTHERWISE NOTED)
△	SET ½" REBAR WITH PLASTIC CAP "RLS 47373"(UNLESS OTHERWISE NOTED)
◉	SET BRASS CAP FLUSH PER MAG ST. DET. 120-1 "B" (UNLESS OTHERWISE NOTED)
———	PARCEL BOUNDARY
———	R/W LINE
———	LOT/TRACT LINE
——— – ———	CENTER LINE
– – – – –	EASEMENT LINE
——— – – ———	SECTION LINE
———·——·———	ADJACENT PARCEL LINE
————————	EXISTING EASEMENT
(M)	MEASURED
(C)	CALCULATED
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDS
PG.	PAGE
BK.	BOOK
RLS	REGISTERED LAND SURVEYOR
D.E.	DRAINAGE EASEMENT
P.U.E	PUBLIC UTILITY
S.V.E	SIGHT VISIBILITY EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
S.E.	SEWER EASEMENT
(K)	INDICATED KEY LOTS PER NOTE 16
(H)	INDICATES LOTS SUBJECT TO HEADLIGHT INTRUSION PER NOTE 17
(COR)	INDICATES CORNER LOTS PER NOTE 31

SCALE: 1" = 70'

0' 70' 140' 210'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
08-11-21
Date Signed
ARIZONA U.S.A.
EXPIRES 03/31/23

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STRATEGIC SURVEY PROJECT #	00334-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 3 OF 7

DRAWING NUMBER

FP-03

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CHK'D.	JSM
APPRV'D	JSM
DATE	08-11-21
STRATEGIC SURVEY PROJECT #	00334-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 4 OF 7
DRAWING NUMBER
FP-04

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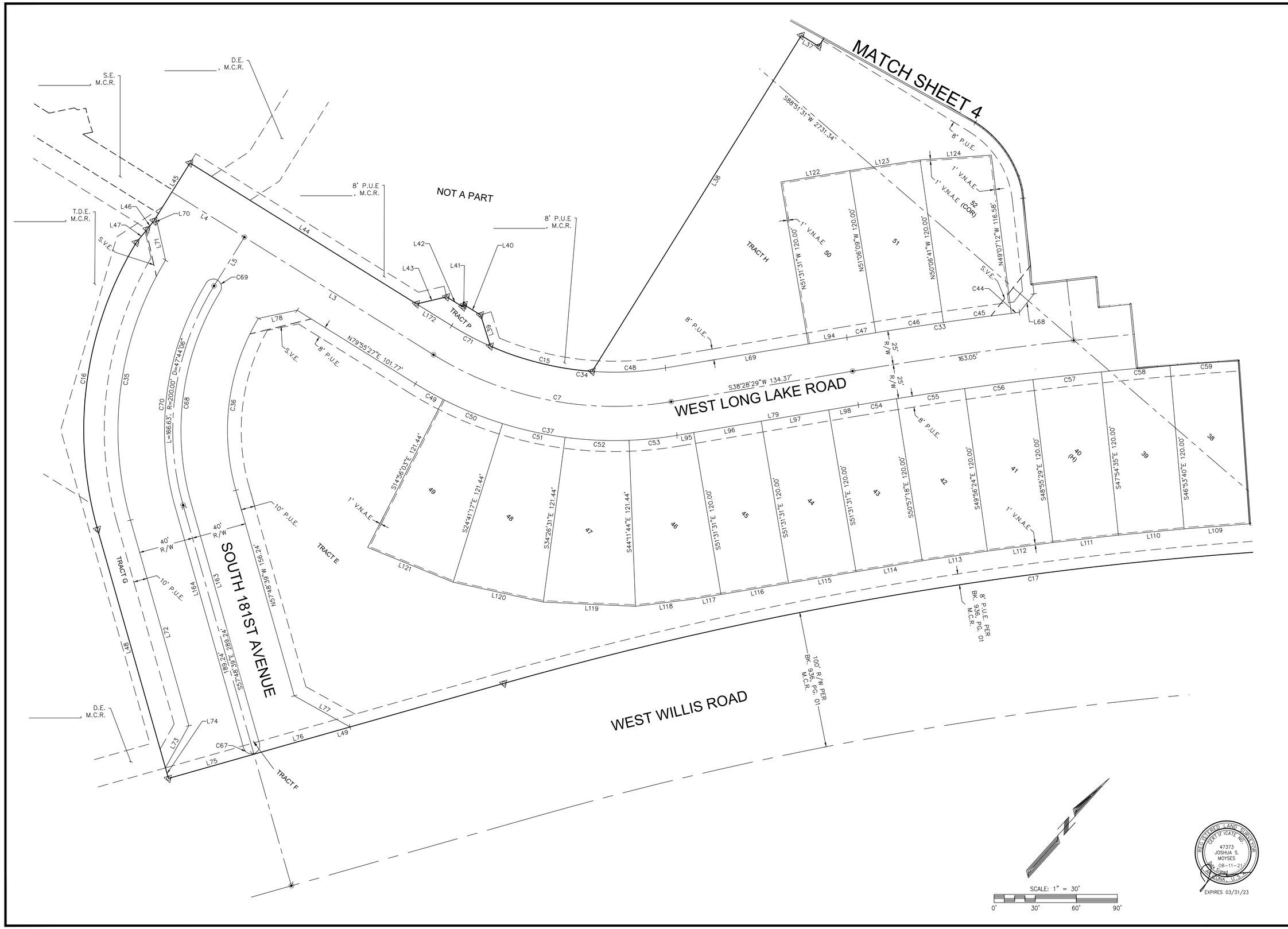
DRAWN	JSM
CHK'D.	JSM
APPRV'D	JSM
DATE	08-11-21
STRATEGIC SURVEY PROJECT #	00334-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 5 OF 7
DRAWING NUMBER
FP-05



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CHK'D.	JSM
APPRV'D	JSM
DATE	08-11-21
STRATEGIC SURVEY PROJECT #	00334-FP
CLIENT PROJECT NUMBER	

FINAL PLAT

PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 6 OF 7

DRAWING NUMBER

FP-06

LINE TABLE		
LINE #	LENGTH	BEARING
L1	53.00	S51°55'26"W
L2	6.66	S51°55'26"W
L3	162.68	N79°55'27"E
L4	62.41	N79°55'27"E
L5	41.99	S10°04'33"E
L6	107.41	N48°23'45"W
L7	128.54	S79°55'27"W
L8	110.67	N40°44'36"W
L9	87.19	N38°04'35"W
L10	50.00	N38°04'34"W
L11	53.00	S51°55'26"W
L12	93.04	N36°32'00"E
L13	2.00	N52°18'42"W
L14	23.88	N36°32'00"E
L15	11.32	N81°28'58"E
L16	14.00	N35°39'10"E
L17	14.00	N35°32'09"E
L18	11.30	N8°31'26"W
L19	59.30	N36°32'00"E
L20	140.31	N44°10'36"W
L21	13.42	S1°16'03"W
L22	14.00	S39°34'01"E
L23	14.00	S44°35'38"E
L24	11.92	N78°47'23"E
L25	89.93	N79°55'27"E

LINE TABLE		
LINE #	LENGTH	BEARING
L26	11.31	S55°04'33"E
L27	28.00	N79°55'27"E
L28	11.31	N34°55'27"E
L29	83.00	N79°55'27"E
L30	272.91	S10°04'33"E
L31	15.00	N79°55'27"E
L32	16.50	S10°04'33"E
L33	5.39	S11°43'32"W
L34	33.16	S10°04'33"E
L35	5.39	S31°52'38"E
L36	16.50	S10°04'33"E
L37	15.00	S79°55'27"W
L38	289.23	S10°04'33"E
L39	23.90	N59°21'48"W
L40	14.00	S79°55'27"W
L41	1.87	S10°04'33"E
L42	14.00	S79°55'27"W
L43	22.63	S34°55'27"W
L44	194.91	S79°55'27"W
L45	49.66	S10°04'33"E
L46	8.00	S3°11'34"E
L47	12.56	S2°41'28"E
L48	189.22	S57°50'53"E
L49	254.67	N32°11'21"E
L50	47.09	N82°33'42"W

LINE TABLE		
LINE #	LENGTH	BEARING
L51	28.28	N6°55'26"E
L52	59.66	S51°55'26"W
L53	17.06	N85°26'10"W
L54	73.78	N40°44'36"W
L55	109.38	N44°10'36"W
L56	50.00	S53°28'00"E
L57	140.31	S44°10'36"E
L58	227.26	N79°55'27"E
L59	73.78	S40°44'36"E
L60	17.06	S3°56'57"W
L61	17.08	S86°58'35"W
L62	70.57	N48°23'45"W
L63	126.54	S79°55'27"W
L64	3.42	S10°04'33"E
L65	3.42	S10°04'33"E
L66	126.54	N79°55'27"E
L67	70.36	N48°23'45"W
L68	17.13	S3°49'04"E
L69	134.37	S38°28'29"W
L70	3.05	S85°56'05"W
L71	27.70	S54°30'48"E
L72	156.24	S57°48'39"E
L73	35.19	N12°48'39"W
L74	8.12	S57°50'53"E
L75	64.88	N32°11'21"E

LINE TABLE		
LINE #	LENGTH	BEARING
L76	73.00	N32°11'21"E
L77	46.67	S77°11'21"W
L78	28.90	N36°10'49"E
L79	134.37	N38°28'29"E
L80	28.11	S83°25'58"E
L81	87.08	S38°04'35"E
L82	47.09	S6°24'46"W
L83	14.63	N85°26'10"W
L84	2.43	N85°26'10"W
L85	57.76	N40°44'36"W
L86	16.02	N40°44'36"W
L87	3.15	N85°21'42"W
L88	2.87	S48°29'41"W
L89	3.12	S86°58'35"W
L90	13.96	S86°58'35"W
L91	8.38	S79°55'27"W
L92	49.48	S79°55'27"W
L93	68.68	S79°55'27"W
L94	28.67	S38°28'29"W
L95	12.45	N38°28'29"E
L96	50.00	N38°28'29"E
L97	50.00	N38°28'29"E
L98	21.91	N38°28'29"E
L99	14.05	S83°26'03"E
L100	14.04	S83°29'44"E

LINE TABLE		
LINE #	LENGTH	BEARING
L101	20.63	S6°08'17"W
L102	31.55	S50°41'44"W
L103	48.19	S49°42'15"W
L104	48.19	S48°41'20"W
L105	48.19	S47°40'26"W
L106	48.19	S46°39'31"W
L107	48.19	S45°38'36"W
L108	48.19	S44°37'42"W
L109	48.19	S43°36'47"W
L110	48.19	S42°35'53"W
L111	48.19	S41°34'58"W
L112	48.19	S40°34'03"W
L113	48.19	S39°33'09"W
L114	48.98	S38°37'56"W
L115	50.00	S38°28'29"W
L116	50.00	S38°28'29"W
L117	20.91	S38°28'29"W
L118	42.16	S40°55'39"W
L119	67.41	S50°40'52"W
L120	67.41	S60°26'06"W
L121	67.41	S70°11'20"W
L122	50.88	N38°34'01"E
L123	52.07	N39°23'35"E
L124	52.15	S44°08'39"W
L125	17.71	N43°52'21"E

LINE TABLE		
LINE #	LENGTH	BEARING
L126	51.68	N43°52'21"E
L127	51.76	N43°53'59"E
L128	47.42	N44°51'27"E
L129	4.34	S45°05'47"W
L130	51.75	N46°15'47"E
L131	51.75	N47°13'33"E
L132	59.16	N47°13'33"E
L133	10.00	N47°13'33"E
L134	139.68	S85°21'42"E
L135	81.26	S85°21'42"E
L136	53.49	S85°21'42"E
L137	48.33	S85°21'42"E
L138	50.00	S85°21'42"E
L139	50.00	S85°21'42"E
L140	50.00	S85°21'42"E
L141	50.00	S85°21'42"E
L142	26.11	S85°21'42"E
L143	50.00	N36°32'00"E
L144	50.00	N36°32'00"E
L145	50.00	N36°32'00"E
L146	50.00	N36°32'00"E
L147	50.00	N36°32'00"E
L148	50.00	N36°32'00"E
L149	29.91	N36°32'00"E
L150	34.38	N40°33'25"E

LINE TABLE		
LINE #	LENGTH	BEARING
L151	42.78	N49°35'21"E
L152	42.78	N59°36'21"E
L153	42.78	N69°37'22"E
L154	42.78	N79°38'22"E
L155	42.78	N89°39'22"E
L156	42.78	S80°19'38"E
L157	42.78	S70°18'37"E
L158	42.78	S60°17'37"E
L159	42.78	S50°16'37"E
L160	42.78	S40°15'36"E
L161	58.84	S11°15'34"E
L162	1.00	N51°55'26"E
L163	182.75	S57°48'39"E
L164	182.74	S57°48'39"E
L165	10.00	S53°28'00"E
L166	11.32	S81°28'58"W
L167	11.30	N8°31'26"W
L168	11.05	N1°16'03"E
L169	13.49	N78°47'23"E
L170	11.31	N55°04'33"W
L171	11.31	N34°55'27"E

LOT AREA TABLE		
PARCEL#	AREA (SQ. FT.)	AREA (ACRES)
1	6,000	0.14
2	6,000	0.14
3	6,000	0.14
4	6,000	0.14
5	6,011	0.14
6	6,220	0.14
7	7,388	0.17
8	8,372	0.19
9	7,920	0.18
10	7,725	0.18
11	7,886	0.18
12	8,340	0.19
13	7,972	0.18
14	6,000	0.14
15	6,000	0.14
16	6,000	0.14
17	6,221	0.14
18	6,606	0.15
19	6,590	0.15
20	6,197	0.14
21	6,000	0.14
22	6,000	0.14
23	6,000	0.14
24	6,000	0.14
25	6,000	0.14
26	6,000	0.14
27	7,677	0.17
28	8,868	0.20
29	7,208	0.17
30	7,223	0.17
31	5,532	0.13
32	5,914	0.14
33	5,914	0.14
34	5,914	0.14
35	5,914	0.14

LOT AREA TABLE		
PARCEL#	AREA (SQ. FT.)	AREA (ACRES)
36	5,914	0.14
37	5,914	0.14
38	5,914	0.14
39	5,914	0.14
40	5,914	0.14
41	5,914	0.14
42	5,914	0.14
43	5,952	0.14
44	6,000	0.14
45	6,000	0.14
46	6,634	0.15
47	6,875	0.16
48	6,875	0.16
49	6,875	0.16
50	6,051	0.14
51	6,120	0.14
52	6,030	0.13
53	6,092	0.14
54	6,082	0.14
55	6,082	0.14
56	6,073	0.14
57	6,055	0.14
58	6,908	0.16
59	12,399	0.28
60	7,000	0.16
61	7,000	0.16
62	7,000	0.16
63	7,000	0.16
64	7,315	0.17
65	7,111	0.16
66	7,905	0.18
67	11,256	0.26
TOTAL	447,700	10.28

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	90.20	100.00	51°40'48"	N74°14'09"W	87.17
C2	97.34	125.00	44°37'05"	N63°03'09"W	94.90
C3	134.83	525.00	14°42'51"	S87°16'53"W	134.46
C4	121.95	125.00	55°53'57"	N72°07'34"W	117.17
C5	392.99	2700.00	8°20'23"	N49°08'00"E	392.65
C6	133.37	2865.00	2°40'02"	S50°35'25"W	133.36
C7	180.86	250.00	41°26'58"	S59°11'58"W	176.94
C8	196.30	820.00	13°42'59"	N29°40'31"E	195.83
C9	0.46	225.00	0°07'01"	S54°24'21"E	0.46
C10	95.05	292.99	18°35'14"	N45°34'56"E	94.63
C11	94.66	67.00	80°56'52"	S84°39'02"E	86.98
C12	6.37	158.00	2°18'35"	S45°19'53"E	6.37
C13	8.77	100.00	5°01'37"	N47°55'11"E	8.77
C14	102.70	158.00	37°14'28"	S81°27'19"E	100.90
C15	76.99	225.00	19°36'24"	N61°57'39"E	76.62
C16	217.75	264.64	47°08'32"	S34°16'37"E	211.66
C17	601.97	2700.00	12°46'27"	N38°34'35"E	600.72
C18	97.53	2890.00	1°56'01"	S50°57'25"W	97.53
C19	116.81	150.00	44°37'05"	N63°03'09"W	113.88
C20	141.25	550.00	14°42'51"	S87°16'53"W	140.86
C21	97.56	100.00	55°53'57"	N72°07'34"W	93.74
C22	33.54	55.00	34°56'12"	N26°42'30"W	33.02
C23	195.44	80.00	139°58'23"	N79°13'35"W	150.34
C24	23.95	55.00	24°56'42"	S43°15'35"W	23.76

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C25	119.11	351.00	19°26'34"	S46°00'38"W	118.54
C26	97.64	301.00	18°35'11"	N45°34'57"E	97.22
C27	105.96	75.00	80°56'52"	S84°39'02"E	97.37
C28	146.34	150.00	55°53'57"	S72°07'34"E	140.61
C29	128.41	500.00	14°42'51"	N87°16'53"E	128.05
C30	77.87	100.00	44°37'05"	S63°03'09"E	75.92
C31	112.75	125.00	51°40'48"	N74°14'09"W	108.96
C32	67.65	75.00	51°40'48"	S74°14'09"E	65.38
C33	127.39	2890.00	2°31'32"	S39°44'15"W	127.38
C34	130.73	225.00	33°17'22"	S55°07'10"W	128.90
C35	197.18	240.00	47°04'24"	S34°16'27"E	191.68
C36	130.31	160.00	46°39'49"	N34°28'44"W	126.74
C37	198.94	275.00	41°26'58"	N59°11'58"E	194.63
C38	30.34	150.00	11°35'19"	N46°32'16"W	30.29
C39	44.64	150.00	17°03'08"	N60°51'29"W	44.48
C40	41.83	150.00	15°58'38"	N77°22'23"W	41.69
C41	39.50	125.00	18°06'17"	N57°26'53"W	39.33
C42	37.13	125.00	17°01'08"	N75°00'36"W	36.99
C43	36.12	125.00	16°33'23"	S88°12'09"W	36.00
C44	6.07	2890.00	0°07'13"	S40°56'24"W	6.07
C45	49.99	2890.00	0°59'28"	S40°23'03"W	49.99
C46	50.00	2890.00	0°59'28"	S39°23'35"W	49.99
C47	21.33	2890.00	0°25'22"	S38°41'10"W	21.33
C48	53.73	225.00	13°40'58"	N45°18'58"E	53.60

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C49	23.32	275.00	4°51'30"	N77°29'42"E	23.31
C50	46.81	275.00	9°45'14"	N70°11'20"E	46.76
C51	46.81	275.00	9°45'14"	N60°26'06"E	46.76
C52	46.81	275.00	9°45'14"	N50°40'52"E	46.76
C53	35.18	275.00	7°19'47"	N42°08'22"E	35.16
C54	28.27	2840.00	0°34'13"	N38°45'35"E	28.27
C55	50.32	2840.00	1°00'55"	N39°33'09"E	50.32
C56	50.32	2840.00	1°00'55"	N40°34'03"E	50.32
C57	50.32	2840.00	1°00'55"	N41°34'58"E	50.32
C58	50.32	2840.00	1°00'55"	N42°35'53"E	50.32
C59	50.32	2840.00	1°00'55"	N43°36'47"E	50.32
C60	50.32	2840.00	1°00'55"	N44°37'42"E	50.32
C61	50.32	2840.00	1°00'55"	N45°38'36"E	50.32
C62	50.32	2840.00	1°00'55"	N46°39'31"E	50.32
C63	50.32	2840.00	1°00'55"	N47°40'26"E	50.32
C64	50.32	2840.00	1°00'55"	N48°41'20"E	50.32
C65	50.32	2840.00	1°00'55"	N49°42'15"E	50.32
C66	39.53	2840.00	0°47'51"	N50°36'37"E	39.53
C67	18.85	6.00	180°00'01"	N32°11'22"E	12.00
C68	160.57	194.00	47°25'21"	S34°05'59"E	156.03
C69	18.85	6.00	180°00'00"	S79°36'42"W	12.00
C70	170.50	206.00	47°25'21"	S34°05'59"E	165.68

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
08-11-21
ARIZONA, U.S.A.
EXPIRES 03/31/23

STRATEGIC SURVEYING, LLC
2443 W. 12TH ST.
STE 1
TEMPE, AZ 85281
PH 480-272-7634

LAND SURVEYOR
STRATEGIC SURVEYING, LLC
2443 WEST 12TH STREET,
SUITE 1
TEMPE, ARIZONA 85281
CONTACT: JOSHUA MOYSES
PHONE: (480) 865-4399

DRAWN	JSM
CHK'D.	JSM
APPRV'D	JSM
DATE	08-11-21
STRATEGIC SURVEY PROJECT #	00334-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.28
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 7 OF 7

DRAWING NUMBER

FP-07

AGENDA ITEM #: _____

DATE: September 28, 2020

CAR #: 2020-7056

CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat for Estrella Parcel 9.28

CASE NUMBER: 20-500-00009

STAFF PRESENTER(S): Steve Careccia, Principal Planner

APPLICANT: Pete Teiche, Newland Communities

Summary: Preliminary Plat for Estrella Parcel 9.28 subdividing approximately 20.64 acres into 67 residential lots and 15 tracts generally located north of Willis Road and Mountain Vista Drive, within the Montecito Planned Area Development (PAD).

Recommendation: Approve a request for Preliminary Plat for Estrella Parcel 9.28, subject to the following stipulations:

1. The property shall be developed in conformance with Montecito Planned Area Development Amendment dated January 3, 2018;

2. All lots that have view fences adjacent to common open space shall be required to complete their rear yard landscaping within 90 days of the issuance of a Certificate of Occupancy;

3. Prior to approval of all final plats platting any portion of the property included in the preliminary plat for this parcel, the owner shall demonstrate to the city that adequate potable water resources exist to serve the proposed final plat in the form of Equivalent Dwelling Units (EDU) pursuant to any development agreement with the City. The EDU calculation demonstrating compliance with such agreement shall be placed on the final plat;

4. The developer shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as well as a similar statement in the Public Sales Report and on the final plat: "Parcel 9.28 is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from the Phoenix-Goodyear Airport and Luke Air Force Base. The Owner does release and discharge the city of Goodyear from any liability for any and all claims for future damages and complaints of

Note # 8

any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area.";

Eng.

5. Owner shall dedicate to the city by separate instrument a 10-foot wide Public Utility Easement (PUE) located along the northeasterly right-of-way boundary of S. 179th Avenue and the northerly right-of-way boundary of W. South Fork Drive. The easement shall be approved in form by the City Attorney or his/her designee and recorded prior to final plat recordation and its recording information inserted onto the final plat;

6. Owner shall dedicate by separate instrument a Temporary Drainage Easement (TDE) located adjacent and westerly of Tract G. The easement shall be approved in form by the City Attorney or his/her designee and recorded prior to final plat recordation and its recording information inserted onto the final plat;

7. Owner shall dedicate by separate instrument a Temporary Drainage Easement (TDE) located adjacent and northeasterly of Lots 29, 30 and S. 179th Avenue. The easement shall be approved in form by the City Attorney or his/her designee and recorded prior to final plat recordation and its recording information inserted onto the final plat;

8. Owner shall dedicate by separate instrument a Drainage Easement (TDE) located along W. Willis Road within future Parcel 9.25 to convey storm water from Parcel 9.28 to an existing basin constructed as part of Parcel 9.30 with recording information _____, M.C.R. The easement shall be approved in form by the City Attorney or his/her designee and recorded prior to final plat recordation and its recording information inserted onto the final plat;

9. Owner shall dedicate to the city by separate instrument a 20-foot wide Sanitary Sewer Easement located between the intersections of S. 181st Avenue & W. South Fork Drive and S. 181st Lane & W. Windmere Drive in Parcel 9.30 within the future Parcel 9.25. The easement shall be approved in form by the City Attorney or his/her designee and recorded prior to final plat recordation and its recording information inserted onto the final plat;

10. If Parcels 9.30 and 9.29 are not constructed at the same time as Parcel 9.28, then a fire apparatus access road shall be required to 182nd Drive. The temporary fire apparatus access road is to be shown on the grading and paving plans included in the construction document submittal; and,

11. An appropriate turn-around is required at the end of 180th Drive if Parcels 9.30 and 9.29 are not constructed at the same time as Parcel 9.28. The approved turn-around is to be shown on the grading and paving plans included in the construction document submittal.

Fiscal Impact: Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer-term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased Property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

Background and Previous Actions

The site is located on the west side of Willis Road and north of Mountain Vista Drive. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as SFD-50 (single family detached with a minimum lot width of 50 feet).

On September 23, 2019, the City Council approved a preliminary plat for Estrella Parcel 9.28. However, subsequent that approval, changes were made to the subdivision that required the submittal of a new preliminary plat for Parcel 9.28. Changes included a minor revision to street alignments, an increase in gross area (18.7 acres to 20.64 acres), an increase in number of lots (64 to 67), and an increase in open space (4.42 acres to 5.76 acres). The land use designation, minimum lot size and residential product type have not changed.

At their regular meeting of September 16, 2020, the Planning and Zoning Commission considered this preliminary plat and unanimously voted (7-0) to forward a recommendation of approval to the City Council. There was no opposition to the preliminary plat voiced at the public meeting.

Staff Analysis

Current Policy:
Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:
Existing land uses and zoning surrounding the subject property include the following:

- North – Estrella Mountain Ranch Parcel 9.26 zoned PAD.
- East – Willis Road and then CantaMia zoned PAD
- South – Estrella Mountain Ranch Parcel 9.22 zoned PAD.
- West – Estrella Parcel 9.29, 182nd Drive and then Estrella Mountain Ranch Parcels 9.5 and 9.31 zoned PAD.

The subdivision is intended for single-family detached housing. The typical lot within the subdivision will be 50 feet wide by 115 feet deep. The average lot area is 6,691 square feet. In conformance with the development standards established in the Montecito PAD, minimum setbacks are as follows: 18 feet to the front, 5 feet for the sides, and 10 feet for the rear. Maximum lot coverage is 75%. A specific homebuilder has yet to be determined.

Phoenix-Goodyear Airport:
Although this parcel may experience aircraft overflights, the site is not within or adjacent to the high noise or accident potential zones for the Phoenix Goodyear Airport, and is outside the traffic pattern airspace of the airport.

Luke Air Force Base:
The subject property is not located in proximity to Luke AFB. It is anticipated that the proposed development of the property will not adversely impact base operations, nor will this parcel be adversely impacted.

Fire Department:
Currently, the Estrella community is primarily served by Fire Station No. 182, which is located near Estrella Parkway and Santa Maria Drive.

Nearest Goodyear Fire Station	Shortest path		Longest path			2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles			Mins	Miles	Mins	Miles
#182	8.09	4.04	9.20	4.60		Station #184	22.78	11.39	23.89	11.95

Police Department:
The subdivision is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property.

Water/Wastewater:
The subdivision will be served by city of Goodyear water and wastewater utilities. Subdivision plats in Estrella include documentation regarding the amount of water being used in terms of Equivalent Dwelling Units (EDUs).

Streets/Access:
The subdivision will have primary vehicular access at two locations from West Willis Road. Additional access will be provided from South 182nd Drive through the future Estrella Parcel 9.30.

School Districts:
The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Westar Elementary School and Estrella Foothills High School are located approximately 2.5 miles from this parcel.

Staff Findings:
The preliminary plat is consistent with the development standards established with the Montecito PAD. The preliminary plat is consistent with the technical requirements of the city's subdivision regulations and engineering design standards. The proposed subdivision provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Attachments

1. Aerial Photo
2. Preliminary Plat

RESOLUTION NO. 2021-2177

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company is the master developer of that certain master planned community consisting of approximately 20,000 acres located south of the Gila River currently known as Estrella and formerly known as Estrella Mountain Ranch; and

WHEREAS NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company owns approximately 20.64 acres of land, which is commonly known as Parcel 9.28, is generally located north of W. Mountain Vista Drive between S. 182nd Drive and Willis Road (the "Property"); and

WHEREAS, NNP has submitted an application for a final plat to subdivide the Property; and

WHEREAS, pursuant to applicable Development Regulations, property owners developing property within the City are responsible for the construction of certain public infrastructure improvements within the boundaries of their respective properties; along, on or adjacent to the external boundaries of their respective properties; and, in some instances, outside their respective properties; and

WHEREAS, pursuant to applicable Development Regulations, property owners are required to provide a subdivision bond equal to 100% of the estimated cost to construct the public infrastructure improvements for which Owner is required to construct; and

WHEREAS, NNP is seeking a waiver of the bonding requirements for the construction of the public infrastructure improvements that are to be constructed within the boundaries of the Property (the "Internal Public Infrastructure improvements"); and

WHEREAS, to insure the completion of the Internal Public Infrastructure, Owner has proposed to enter an agreement under which the City can withhold Building Permits, until such time as the necessary Internal Public Infrastructure has been completed; and

WHEREAS, the proposed Development Agreement provides adequate assurance that the Internal Public Infrastructure will be completed as the failure to do so will impair the ability of Owner to sell homes within the Property; and

WHEREAS, the proposed Development Agreement is in the best interests of the City because it provides the City with adequate assurances that the Internal Public Infrastructure will be timely completed while avoiding the deterrents to the development of the Property; and

WHEREAS, the proposed Development Agreement is intended to be a development agreement pursuant to A.R.S. § 9-500.05;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear hereby adopt Resolution 2021-2177 approving the Development Agreement for Estrella Parcel 9.28 entered into by and between NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation attached hereto as Exhibit A (the "Development Agreement"), which is intended to be a development agreement pursuant to A.R.S. § 9-500.05.

SECTION 2. The City Manager is hereby authorized and directed to execute the Development Agreement attached hereto as Exhibit A and the City Manager or his/her designee is hereby authorized and directed to take any and all actions and to execute any and all documents necessary to carry out the intent of this Resolution and the terms of this Development Agreement.

SECTION 3. This Resolution shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 'A'

DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28

(On the following pages)

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
Office of the City Clerk
190 North Litchfield Rd.
Goodyear, Arizona 85338

DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28

This Development Agreement for Estrella Parcel 9.28 is entered into by and between NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation.

RECITALS

A. WHEREAS NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company is the master developer of that certain master planned community consisting of approximately 20,000 acres located south of the Gila River currently known as Estrella and formerly known as Estrella Mountain Ranch; and

B. WHEREAS NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company owns approximately 20.64 acres of land as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The Property, which is commonly known as Parcel 9.28, is generally located north of W. Mountain Vista Drive between S. 182nd Drive and Willis Road; and

C. WHEREAS, pursuant to applicable Development Regulations, property owners developing property within the City are responsible for the construction of certain public infrastructure improvements within the boundaries of their respective properties; along, on or adjacent to the external boundaries of their respective properties; and, in some instances, outside their respective properties; and

D. WHEREAS, pursuant to applicable Development Regulations, Owner is required to provide a subdivision bond equal to 100% of the estimated cost to construct the public infrastructure improvements for which Owner is required to construct; and

E. WHEREAS, pursuant to applicable Development Regulations, the amount of the bond is not to be determined by separate phasing limits on construction plans; and

F. WHEREAS, Owner will be building and selling the homes that are to be constructed within the Property; and

G. WHEREAS, Owner is seeking a waiver of the bonding requirements for the construction of the Internal Public Infrastructure improvements; and

H. WHEREAS, to insure the completion of the Internal Public Infrastructure, Owner has proposed to enter an agreement under which the City can withhold Building Permits until such time as the necessary Internal Public Infrastructure has been completed, as more fully described below; and

I. WHEREAS, Owner's proposal provides adequate assurance that the Internal Public Infrastructure will be completed as the failure to do so will impair the ability of Owner to sell homes within the Property; and

J. WHEREAS, in an effort to avoid deterrents to the development of the Property, the City is willing to enter into an agreement pursuant to the terms set forth below to modify Owner's obligation to provide the City a subdivision bond; and

K. Owner and City desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments of the Parties relative to the contemplated development of the Property, intending this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. DEFINITIONS. Capitalized Terms not defined in the foregoing Recitals are defined as follows:

2.1. "Agreement" means this Development Agreement for Estrella Parcel 9.28 entered into by and between NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation as it may be amended and restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto.

2.2. "City" means the City of Goodyear, an Arizona municipal corporation.

2.3. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City of Goodyear (currently Chapter 15 of the Goodyear City Code), the City's Zoning Ordinance, the City of Goodyear's

Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.4. "External Infrastructure" means public infrastructure improvements that are to be constructed along, on or adjacent to the external boundaries of the Property and public infrastructure improvements that are to be constructed off the Property.

2.5. "Internal Infrastructure" means public infrastructure improvements that are to be constructed within the boundaries of the Property.

2.6. "Master Developer" means NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company in its capacity as the Master Developer of Estrella and any successor or assign that becomes the Master Developer of Estrella.

2.7. "Owner" means NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company in its capacity as the owner of the Property and its Successors and Assigns.

2.8. "Party" means City or Owner individually depending upon the context.

2.9. "Parties" means City and Owner collectively.

2.10. "Phased Property" means the portion of Platted Property that is the subject of a written Phasing Plan approved by the City Engineer that identifies the Internal Infrastructure and External Infrastructure that must be constructed to serve such property.

2.11. "Platted Property" means the portion of the Property that is included within a recorded final plat.

2.12. "Successors and Assigns" means all future owners of all or a part of the Property, except as provided herein. As set forth in Section 15 below, the owners of any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy or Certificate of Completion for a single-family residence has been issued shall not be considered a successor and/or assign under this Agreement. To the extent the City of Goodyear acquires any portion of the Property in fee, the City of Goodyear shall not be considered a successor and/or assign of the Property for purposes of this Agreement.

3. EFFECTIVE DATE. The execution of this Agreement by the Parties, the approval of this Agreement by Resolution of the Goodyear City Council, and the recordation of the Final Plat of Estrella Parcel 9.28 approved by the Goodyear City Council on August 23, 2021 are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, (ii) the date the Final Plat of Estrella Parcel 9.28 approved by the Goodyear City Council on August 23, 2021 is recorded or (iii) the date the Resolution approving this Agreement becomes effective.

4. EXPIRATION DATE: This Agreement shall expire after all of the External Infrastructure and Internal Infrastructure needed to serve the Property has been completed and the warranty period has expired. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

5. COMMENCEMENT OF CONSTRUCTION. Except as otherwise provided in a written Phasing Plan approved by the City Engineer, construction of all infrastructure improvements for which Owner is responsible for constructing pursuant to the Development Regulations that are not otherwise expressly addressed in this Agreement, shall commence within 180 days of the recordation of the final plat and shall then proceed in the customary and orderly sequence until completed.

6. FINANCIAL ASSURANCES. Except as expressly provided otherwise in this Agreement, the City agrees that compliance with the following terms and conditions shall satisfy the obligations under the applicable Development Regulations to provide financial assurances to ensure the construction of the External Infrastructure and Internal Infrastructure.

6.1. Internal Infrastructure. For Internal Infrastructure, Owner's financial assurance obligation shall, subject to the terms and conditions set forth in this Agreement, be satisfied by a Building Permit Hold as described herein. Except as otherwise provided herein, the City shall not issue any building permits for any residential or commercial structure within the portion of the Property that is subject to a recorded final plat until all of the Internal Infrastructure that is to be constructed within the Platted Property has been completed and accepted by the City or the City has been provided a subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. Except as otherwise provided in this Agreement, if the construction of the Internal Infrastructure is being phased pursuant to an approved Phasing Plan, the City shall issue building permits for residential and commercial structures within the Phased Property only after all of the Internal Infrastructure identified in the Phasing Plan as being needed to serve the Phased Property has been completed and accepted by the City or, the City has been provided a subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. Except as otherwise expressly provided in this Agreement, the City, without liability to the City, shall be entitled to withhold building permits for residential and commercial structures within the Property as provided in this Paragraph 6.1.

6.2. External Infrastructure. For External Infrastructure Owner is required to construct in conjunction with the recordation of a final plat and/or approval of a site plan within the Property, Owner shall provide financial assurances in the form of: (i) a subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time; (ii) the establishment of an escrow account with funds in an amount sufficient to cover the estimated costs of the External Infrastructure: or (iii) an irrevocable letter of credit, in a form acceptable to the City Attorney or his designee, in an amount sufficient to cover the estimated costs of the External Infrastructure as specified above. If the construction of the External Infrastructure for Platted Property is to be phased or deferred, pursuant to an approved Phasing Plan, the financial assurances shall be limited to the External Infrastructure that Owner is required to construct in connection with each phase pursuant to the

Phasing Plan. Except as otherwise expressly provided in this Agreement, the City shall be entitled, without liability to the City, to withhold permits for any and all construction within the Platted Property, including permits for horizontal construction activities such as grading, construction of infrastructure improvements and building permits until financial assurances for the External Infrastructure as provided herein have been provided.

6.3. Model Homes. Notwithstanding anything to the contrary in this Agreement, the City shall issue building permits for model homes within Platted Property and Phased Property prior to the completion of the Internal Infrastructure and External Infrastructure needed to serve such Platted Property or Phased Property upon the determination of the City Engineer or his/her designee that all of the External Infrastructure and Internal Infrastructure needed to serve the model homes has been constructed and the City shall issue certificates of occupancy for such model homes upon the determination of the Building Official or his/her designee that all the infrastructure needed to serve the model homes has been constructed and approved and the model homes comply with all other applicable Development Regulations. Notwithstanding anything to the contrary herein or anywhere else in this Agreement, no certificate of occupancy shall be issued for any residential or commercial structure within the Property unless the City Engineer or his designee determines that all of the External Infrastructure and Internal Infrastructure needed to serve the structure has been constructed and the structure otherwise complies with all other applicable Development Regulations.

7. AMENDMENTS. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

8. EXISTING AGREEMENTS. This Agreement and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties solely with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties and/or by or between any of the Parties and any third parties regarding the matter covered herein. Except as expressly provided in this Agreement, this Agreement is not intended to, nor does it affect the Parties rights or obligations under any other existing agreements between the Parties or any existing agreements.

9. DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific development application is approved, whichever is later. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the application is approved.

10. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided

otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

11. FUTURE CONDITIONS and APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

12. Notices and Filings. Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 190 North Litchfield Road Goodyear, Arizona 85338	**Owner and Master Developer:** NNP III – Estrella Mountain Ranch, LLC Attn: Pete Teiche 5090 N. 40th Street, Suite 210 Phoenix, Arizona 85016
copy to: City of Goodyear Attn: Director of Engineering 190 North Litchfield Road Goodyear, Arizona 85338	**copy to:** Newland Real Estate Group, LLC ATTN: Legal Department 4790 Eastgate Mall, Suite 150 San Diego, CA 92121 Phone: 858-455-7503 Facsimile: 858-455-6142
copy to: City of Goodyear Attn: City Attorney 190 North Litchfield Road Goodyear, Arizona 85338	

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

13. COVENANTS RUNNING WITH THE LAND. Except as otherwise provided in Paragraph 15, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

14. SUCCESSORS AND ASSIGNS. This Agreement is binding upon the Parties, and all of their Successors and Assigns.

15. TERMINATION OF AGREEMENT AS TO RESIDENTIAL LOTS. The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property for any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued. The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued, and such lot shall

automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

16. NO AGENCY OR PARTNERSHIP. Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

17. CONFLICTS OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

18. BUSINESS DAYS. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

19. DEFAULTS AND REMEDIES. Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

20. NO WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

21. MEDIATION. If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The terms of this Paragraph 21 shall survive the expiration or earlier termination of this Agreement.

22. WAIVER OF JURY TRIAL. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL**

ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Paragraph 22 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

23. LIMITATION ON CLAIMS. **IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT**. The terms of this Paragraph 23 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

24. PARAGRAPH HEADINGS. The paragraph 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.

25. FAIR INTERPRETATION. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Paragraph 25 shall survive the expiration or earlier termination of this Agreement.

26. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Paragraph 26 shall survive the expiration or earlier termination of this Agreement.

27. SURVIVAL CLAUSE: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Paragraph 27 to other provisions in the Agreement.

28. REPRESENTATIONS AND WARRANTIES OF OWNER. As of the date of the execution of this Agreement, Owner represents and warrants the following:

28.1. Ownership. Owner is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable.

28.2. Authorization. Owner is a Delaware limited liability company, qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

28.3. Due Diligence. Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

29. REPRESENTATIONS AND WARRANTIES OF MASTER DEVELOPER. As of the date of the execution of this Agreement, Master Developer represents and warrants the following:

29.1. Master Developer Status. As the Master Developer of Estrella, Master Developer has the full right and authority to submit to the obligations hereunder.

29.2. Authorization. Master Developer is an Delaware limited liability company, qualified to do business in Arizona and in good standing; Owner (including the person signing for Master Developer) has the authority and the right to enter into this Agreement as authorized by the manager of Master Developer, and Master Developer is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

29.3. Due Diligence. Master Developer reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

30. REPRESENTATIONS AND WARRANTIES OF CITY. As of the Effective Date of this Agreement, the City represents and warrants the following:

30.1. Approval. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

30.2. Authorization. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

31. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

OWNER and MASTER DEVELOPER:

NNP III – ESTRELLA MOUNTAIN RANCH, LLC,
a Delaware limited liability company

By: _____

Its: SVP

State of Arizona)
)ss
County of Maricopa)

The Development Agreement for Estrella Parcel 9.28 by and between NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this 12th day of August, 2021 by William M. Olsan, the Senior Vice President of NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company.

_____
NOTARY PUBLIC

ELLANIE NUTTALL
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
COMMISSION # 548791
My Comm. Expires July 14, 2022

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Julie Karins
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for Estrella Parcel 9.28 by and between NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2021, by _____, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

(Exhibits on Following Pages)

EXHIBIT A

LEGAL DESCRIPTION
ESTRELLA PARCEL 9.28

A PORTION OF LAND LYING WITHIN SECTIONS 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, SOUTH 88°51'31" WEST, A DISTANCE OF 783.16 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD. PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 45°02'11" EAST, IS 2,700.00 FEET;

THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 8°20'23, AND A LENGTH OF 392.99 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 82°33'42" WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35" WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 1.00 FEET;

THENCE NORTH 38°04'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 51°55'26" WEST, A DISTANCE OF 53.00 FEET;

NORTH 38'04'38" WEST, A DISTANCE OF 249.28 FEET, TO THE SOUTHEASTERLY MOST BOUNDARY CORNER, PER FINAL PLAT, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26, RECORDED IN BOOK 1053, PAGE 49, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 85°21'42" WEST, A DISTANCE OF 581.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 71°48'28" WEST, A DISTANCE OF 452.63 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 32°49'54" WEST, A DISTANCE OF 157.09 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 182ND DRIVE, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 1059,

PAGE 15, MARICOPA COUNTY RECORDS, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 67"10'59" WEST, IS 820.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 13°42'59", AND LENGTH OF 196.30 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 36°32'00" WEST, A DISTANCE OF 442.74 FEET, TO THE NORTHERN MOST BOUNDARY CORNER OF ESTRELLA PARCEL 9.30 AS RECORDED IN BOOK 1554, PAGE 18, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF 182ND DRIVE, SOUTH 53°28'00" EAST, A DISTANCE OF 192.00 FEET;

THENCE NORTH 35°32'00" EAST, A DISTANCE OF 93.04 FEET;

THENCE NORTH 52°18'42" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 35°32'00" EAST, A DISTANCE OF 23.88 FEET;

THENCE NORTH 81°28'58" EAST, A DISTANCE OF 11.32 FEET;

THENCE NORTH 35°39'10 EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 35°39'10" EAST, 225.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 0°07'01", AND AN ARC LENGTH OF 0.46 FEET;

THENCE NORTH 35°32'09" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 8°31'26" WEST, A DISTANCE OF 11.30 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 59.30 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 53°42'41" EAST, A DISTANCE OF 292.99 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 18°35'14", AND A LENGTH 95.05 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.66 FEET;

THENCE SOUTH 44°10'36" EAST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 2°18'35", AND A LENGTH OF 6.37 FEET;

THENCE SOUTH 1°16'03" WEST, A DISTANCE OF 13.42 FEET;

THENCE SOUTH 39°34'01" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 39°34'01" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 5°01'37", AND A LENGTH OF 8.77 FEET;

THENCE SOUTH 44°35'38" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 78°47'23" EAST, A DISTANCE OF 11.92 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 27°09'55" EAST, A DISTANCE OF 158.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 37°14'28, AND A LENGTH OF 102.70 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 89.93 FEET;

THENCE SOUTH 55°04'33" EAST, A DISTANCE OF 11.31 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 34°55'27" EAST, A DISTANCE OF 11.31 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 272.91 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 11°43'32" WEST, A DISTANCE OF 5.39 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 33.16 FEET;

THENCE SOUTH 31°52'38" EAST, A DISTANCE OF 5.39 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 289.23 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 37°50'33" WEST, A DISTANCE OF 225.00 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°36'24", AND A LENGTH OF 76.99 FEET;

THENCE NORTH 59°21'48" WEST, A DISTANCE OF 23.90 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 1.87 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 22.63 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 194.91 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 49.66 FEET;

THENCE SOUTH 3°11'34" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 2°41'28" EAST, A DISTANCE OF 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39" EAST, A DISTANCE OF 264.64 FEET;

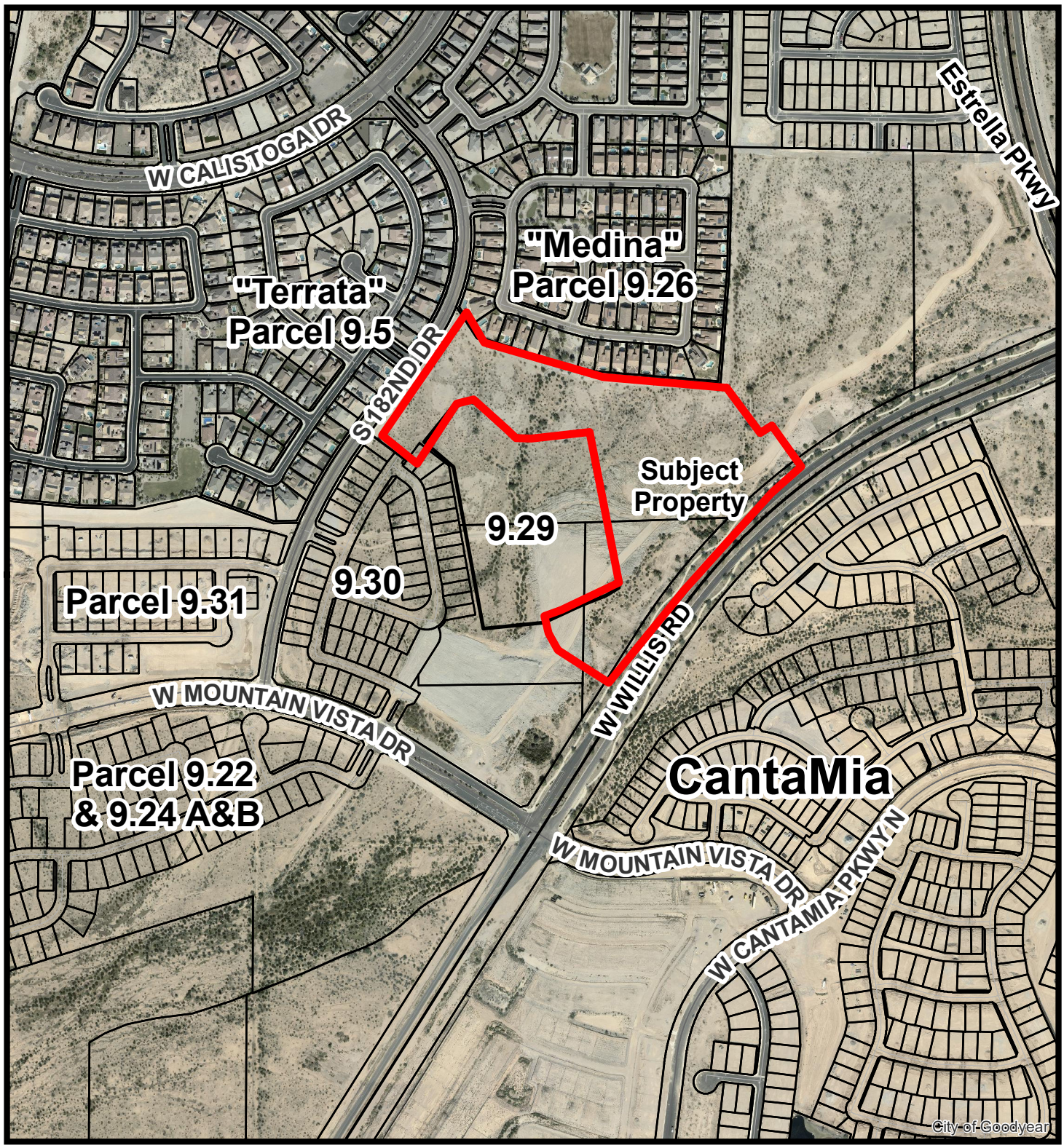
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 47°08'32", AND A LENGTH OF 217.75 FEET;

THENCE SOUTH 57°50'53" EAST, A DISTANCE OF 189.22 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 32°11'21" EAST, A DISTANCE OF 254.67 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 2,700.00 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 12°46'27", AND A LENGTH OF 601.97 FEET, TO THE POINT OF BEGINNING.

Aerial Photo Exhibit
Final Plat
Estrella Parcel 9.28



Drawn By: Alex Lestinsky
City of Goodyear Development Sevices Department
Date: November 20, 2020

N

AGENDA ITEM #: 6.
DATE: 08/23/2021
AI #:443

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE ACCEPTANCE OF THE DEDICATION OF THREE PUBLIC UTILITY AND SIDEWALK EASEMENTS REQUIRED FOR DEVELOPMENT ALONG MINNEZONA AVENUE.

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY

Accept the dedication of three Public Utility and Sidewalk Easements along the west side of Minnezona Avenue from Cotton Lane to Indian School Road required for the development along Minnezona Avenue.

Recommendation

Authorize the acceptance of the dedications of the Public Utility and Sidewalk Easements attached hereto from Liberty Property Limited Partnership, a Pennsylvania limited partnership, Amazon.com Services LLC, a Delaware limited liability company and Rados Properties-Indian School LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of the easements.

BACKGROUND AND PREVIOUS ACTIONS

In October 2010, the City Council accepted the special warranty deed for the dedication of Minnezona Avenue. Minnezona Avenue has been constructed as part of the recent development.

STAFF ANALYSIS

In connection with the development of the property north of Indian School Road, and west of Cotton Lane (the "Property"), the city is requiring the dedication of the public utility and sidewalk easements (“PUSEs”) to the section of Minnezona Avenue located along the east side of the Property. These PUSE’s will provide a location for the public utilities and sidewalks along Minnezona Avenue which are required for the development of the Property.

Attachments

Easement - Amazon
Easement - Liberty
Easement - Rados

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:	GRANTEE:
AMAZON.COM SERVICES LLC, a Delaware limited liability company	**CITY OF GOODYEAR, an Arizona Municipal Corporation and its successors and assigns**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **AMAZON.COM SERVICES LLC, a Delaware limited liability company**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "Easement") upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its Permittees for the purposes specified above. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this day of _____, 20____.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: _____

Its: AUTHORIZED REPRESENTATIVE

State of ~~Washington~~ Arizona)
County of ~~King~~ Maricopa)ss.

On this 4th day of August, 2021, before me personally appeared Sean Sheppard in such individual's capacity as Authorized Signatory of AMAZON.COM SERVICES LLC, a Delaware limited liability company and known to me personally, who being duly sworn (or affirmed) did say that the foregoing instrument was signed on behalf of said company and was the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

_____
Notary Public

JOANNE SARANTOPOULOS
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 588401
Expires May 19, 2024

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, the day of _____, 20_____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20_____ by _____, as _____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION FOR
10' PUBLIC UTILITY EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the Southeast Quarter of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Highway Department Brass Cap Flush for the East Quarter Corner of said Section 23, from which a found Brass Cap in handhole for the West Quarter Corner of said Section 23 bears North 89 deg. 34 min. 47 sec. West (Basis of Bearings) - 5,276.13 feet;

THENCE North 89 deg. 34 min. 47 sec. West along the North line of the Southeast Quarter of said Section 23, a distance of 864.64 feet;

THENCE South 00 deg. 25 min. 13 sec. West departing the North line, a distance of 155.47 feet to the Northwest right-of-way line of West Minnezona Avenue recorded in 2010-0872257 of the Maricopa County Records (MCR), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 800.00 feet, a central angle of 06 deg. 40 min. 03 sec., and being subtended by a chord which bears South 46 deg. 05 min. 53 sec. West - 93.04 feet, and said point being the **TRUE POINT OF BEGINNING**;

THENCE in a southwesterly direction along said curve to the left and said Northwest right-of-way line, a distance of 93.09 feet;

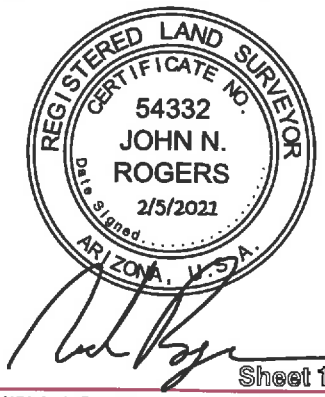
THENCE South 42 deg. 49 min. 12 sec. West tangent to said curve and continue along said Northwest right-of-way line, a distance of 1,244.55 feet;

THENCE North 47 deg. 10 min. 52 sec. West departing said Northwest right-of-way line, a distance of 10.12 feet;

THENCE North 42 deg. 49 min. 12 sec. East, a distance of 1,181.03 feet to a found 1/2" rebar with cap stamped "RLS #68083"for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 800.00 feet, a central angle of 11 deg. 16 min. 27 sec., and being subtended by a chord which bears North 48 deg. 27 min. 25 sec. East - 157.16 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 157.42 feet to the **POINT OF BEGINNING**, containing 12,893 square feet or 0.296 acres of land, more or less.

Exhibit map attached and made a part hereof.



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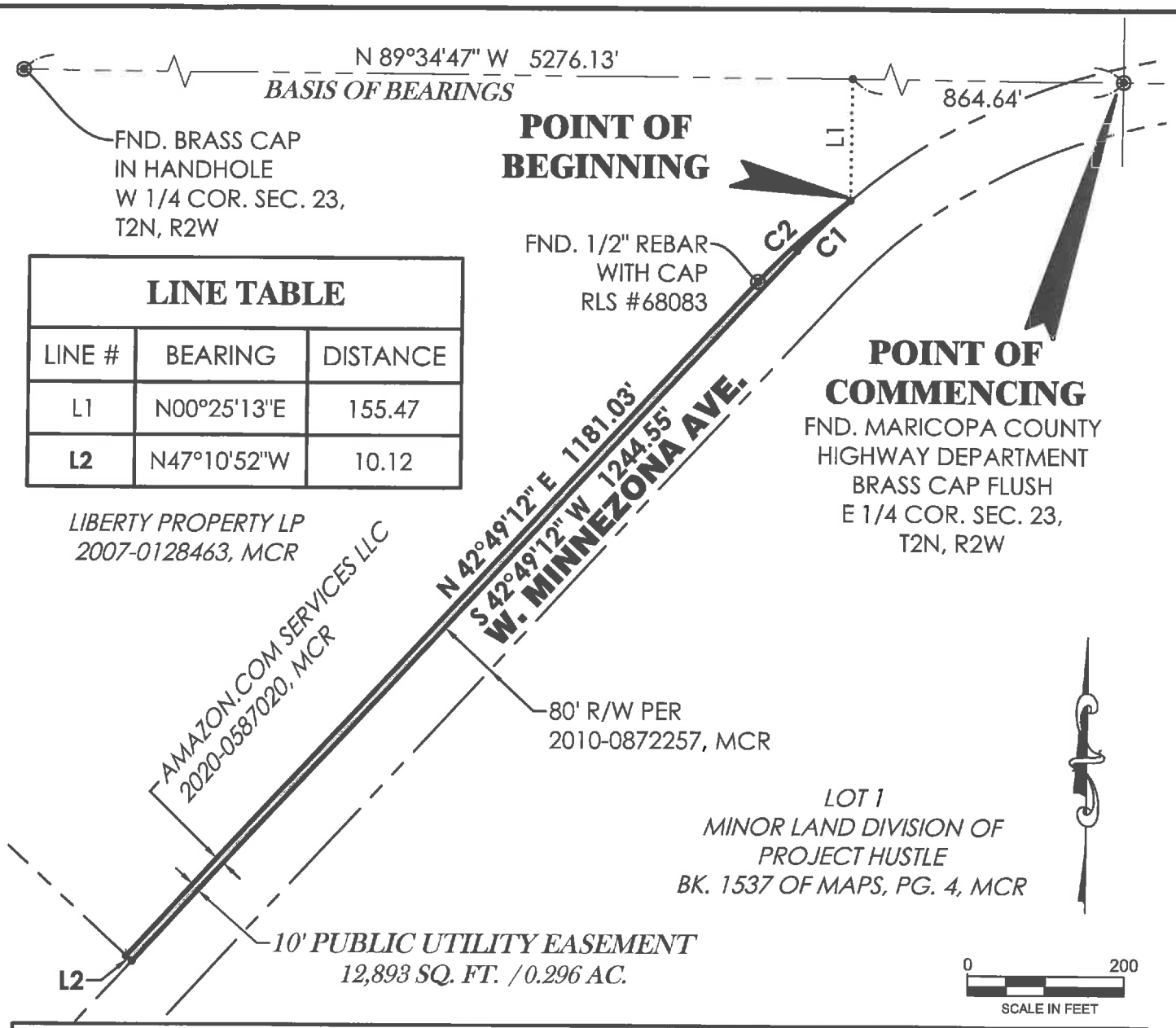
TENNESSEE • 6074 Apple Tree Drive • Memphis, TN 38115 • 901.881.9188
COLORADO • 8400 E. Prentice Ave. • Greenwood Village, CO 80111 • 303.459.4861



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°25'13"E	155.47
L2	N47°10'52"W	10.12

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	800.00	93.09	6°40'03"	S46°05'53"W	93.04
C2	800.00	157.42	11°16'27"	N48°27'25"E	157.16

EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, T2N, R2W OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale:	1" = 200'
Date:	2/5/2021
Job No.:	10861A
Drafted:	L.J.C.
Checked:	J.N.R.

Sheet 2 of 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
Date Signed 2/5/2021
ARIZONA, U.S.A.

W:\10861A - SeeFried Goodyear\COGO\GM EASEMENTS\PUE\PUE6.dwg

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:	GRANTEE:
LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership	**CITY OF GOODYEAR, an Arizona Municipal Corporation and its successors and assigns**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "Easement") upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its Permittees for the purposes specified above. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this day of _____, 20____.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
LIBERTY PROPERTY LIMITED PARTNERSHIP,
a Pennsylvania limited partnership

By: Liberty Property Trust,
a Maryland real estate investment trust
Its: General Partner

By: Jeff Foster

Its: Vice President - Market Officer

State of AZ)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this 23rd day of April, 2021 by Jeff Foster, as Market officer of Liberty Property Trust, a Maryland real estate investment trust, the general partner of **LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership.**

TRINA THOMPSON
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
COMM. # 575666
MY COMMISSION EXPIRES
03-24-2024

Thompson
Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, the day of _____, 20_____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20_____ by _____, as _____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION FOR
10' PUBLIC UTILITY EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the East Half of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Highway Department brass cap for the East Quarter corner of said Section 23, from which a found brass cap in handhole for the West Quarter corner bears North 89 deg. 34 min. 47 sec. West (Basis of Bearings) - 5,276.13 feet, and from which a found brass cap in handhole for the Northeast corner of said Section 23 bears North 00 deg. 13 min. 10 sec. East - 2,640.68 feet;

THENCE North 89 deg. 34 min. 47 sec. West along the East - West Mid-Section line of said Section 23, a distance of 33.00 feet;

THENCE North 00 deg. 13 min. 10 sec. East being 33.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 23, a distance of 73.11 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 deg. 46 min. 43 sec. West along the North right-of-way line of Minnezona Avenue as described in Document No. 2010-0872255 of Maricopa County Records (MCR), a distance of 32.00 feet;

THENCE South 45 deg. 19 min. 15 sec. West along said North right-of-way line, a distance of 46.59 feet;

THENCE North 89 deg. 34 min. 47 sec. West along said North right-of-way line and being 40.00 feet North of and parallel with said Mid-Section line, a distance of 242.37 feet to a Point of Curvature of a circular curve to the left, having a radius of 800.00 feet, a central angle of 40 deg. 50 min. 03 sec., and being subtended by a chord which bears South 70 deg. 00 min. 12 sec. West - 558.16 feet;

THENCE in a westerly direction along said curve to the left, the North right-of-way line of said Minnezona Avenue, and the Northwest right-of-way line of Minnezona Avenue as described in Document No. 2010-0872257 (MCR), a distance of 570.15 feet to a point of cusp of a circular curve to the left, having a radius of 800.00 feet, a central angle of 10 deg. 23 min. 2 sec., and being subtended by a chord which bears South 48 deg. 59 min. 38 sec. West - 144.79 feet;

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TENNESSEE • 6074 Apple Tree Drive • Memphis, TN 38115 • 901.881.9188
COLORADO • 8400 E. Prentice Ave. • Greenwood Village, CO 80111 • 303.459.4861

THENCE in a southwesterly direction departing said Northwest right-of-way line and continue along said curve to the left, a distance of 144.99 feet;

THENCE North 42 deg. 49 min. 12 sec. East non-tangent to said curve, a distance of 49.69 feet to a Point of Curvature of a circular curve to the right, having a radius of 810.00 feet, a central angle of 47 deg. 36 min. 02 sec., and being subtended by a chord which bears North 66 deg. 37 min. 13 sec. East - 653.75 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 672.94 feet;

THENCE South 89 deg. 34 min. 47 sec. East tangent to said curve and being 50.00 feet North of and parallel with said Mid-Section line, a distance of 238.22 feet;

THENCE North 45 deg. 19 min. 15 sec. East, a distance of 46.57 feet;

THENCE South 89 deg. 46 min. 43 sec. East, a distance of 36.13 feet;

THENCE South 00 deg. 13 min. 10 sec. West being 33.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 23, a distance of 10.00 feet to the **POINT OF BEGINNING**, containing 9,584 square feet or 0.220 acres of land, more or less.

Exhibit map attached and made a part hereof.

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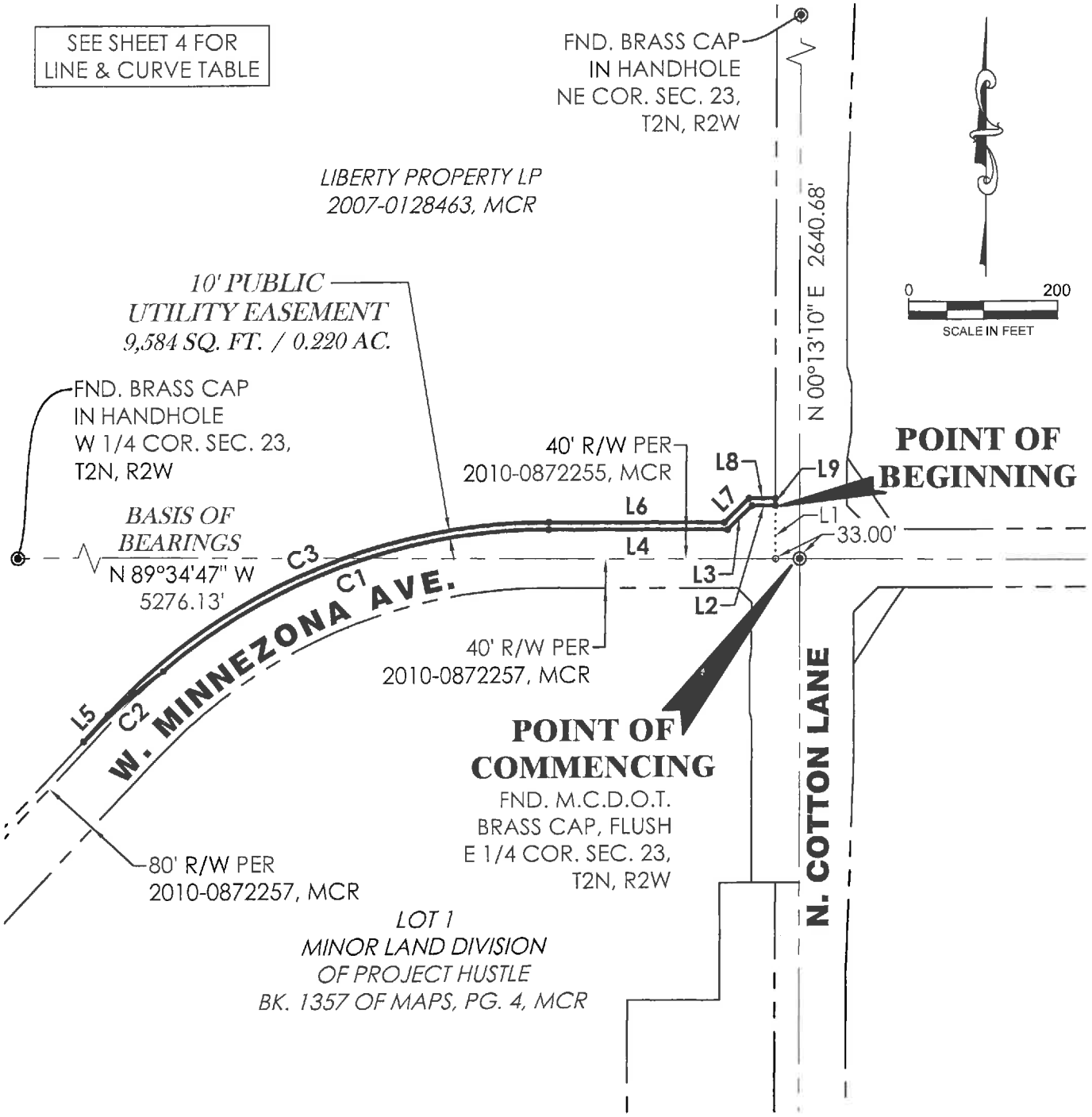

EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A PORTION OF THE EAST HALF OF SECTION 23, T2N, R2W OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale:	1" = 200'
Date:	2/22/2021
Job No.:	10861A
Drafted:	J.N.R.
Checked:	J.N.R.

Sheet 3 of 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
Date Signed 2/22/2021
ARIZONA, U.S.A.

W:\10861A - SeeFried Goodyear\COGO\GM EASEMENTS\PUE\PUE1 - LIBERTY.dwg

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°13'10"E	73.11
L2	N89°46'43"W	32.00
L3	S45°19'15"W	46.59
L4	N89°34'47"W	242.37
L5	N42°49'12"E	49.69
L6	S89°34'47"E	238.22
L7	N45°19'15"E	46.57
L8	S89°46'43"E	36.13
L9	S00°13'10"W	10.00

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	800.00	570.15	40°50'03"	S70°00'12"W	558.16
C2	800.00	144.99	10°23'02"	S48°59'38"W	144.79
C3	810.00	672.94	47°36'02"	N66°37'13"E	653.75

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Scale:	NONE
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Sheet 4 of 4

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When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:	GRANTEE:
RADOS PROPERTIES – INDIAN SCHOOL LLC, a Delaware limited liability company	**CITY OF GOODYEAR, an Arizona Municipal Corporation and its successors and assigns**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **RADOS PROPERTIES – INDIAN SCHOOL LLC, a Delaware limited liability company**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "Easement") upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its Permittees for the purposes specified above. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores

GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this day of ___July_26____, 20_21__.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
RADOS PROPERTIES – INDIAN SCHOOL LLC,
a Delaware limited liability company

By:_____
Name: Stephen S. Rados
Title: Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On July 26, 2021, before me, Nancy Jovanovic, Notary Public, personally appeared Stephen S. Rados who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of State of California that the foregoing paragraph is true and correct.

NANCY JOVANOVIC
Notary Public - California
Orange County
Commission # 2349513
My Comm. Expires Mar 2, 2025

WITNESS my hand and official seal.

Signature Nancy Jovanovic
place notary seal above

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, the day of _____, 20_____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20_____ by _____, as_____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION FOR
10' PUBLIC UTILITY EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the South Half of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County aluminum cap stamped "RLS#21080" for the South Quarter corner of said Section 23, from which a found brass cap in handhole for the Southwest corner of said Section 23 bears North 89 deg. 59 min. 41 sec. West (Basis of Bearings) - 2,639.84 feet;

THENCE North 89 deg. 59 min. 41 sec. West along the South line of the Southwest Quarter of said Section 23, a distance of 148.05 feet;

THENCE North 00 deg. 00 min. 19 sec. East departing said South line, a distance of 65.11 feet to the North right-of-way line of Indian School Road as described in Document No. 2010-0872257 of Maricopa County Records (MCR), said point being the **TRUE POINT OF BEGINNING**;

THENCE North 00 deg. 00 min. 19 sec. East departing said North right-of-way line, a distance of 10.00 feet;

THENCE North 45 deg. 00 min. 19 sec. East, a distance of 20.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 810.00 feet, a central angle of 42 deg. 46 min. 33 sec., and being subtended by a chord which bears North 21 deg. 25 min. 56 sec. East - 590.78 feet;

THENCE in a northerly direction along said curve to the right, a distance of 604.73 feet;

THENCE North 42 deg. 49 min. 12 sec. East non-tangent to said curve, a distance of 1,150.87 feet;

THENCE South 47 deg. 10 min. 52 sec. East, a distance of 10.00 feet to the Northwest right-of-way line of West Minnezona Avenue described in Document No. 2010-0872257 (MCR);

THENCE South 42 deg. 49 min. 12 sec. West along the Northwest right-of-way line of said West Minnezona Avenue, a distance of 1,150.87 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 800.00

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feet, a central angle of 42 deg. 48 min. 54 sec., and being subtended by a chord which bears South 21 deg. 24 min. 46 sec. West - 584.00 feet;

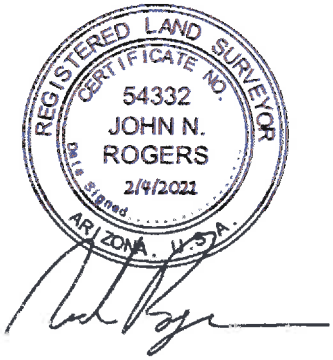
THENCE in a southerly direction along said curve to the left and said Northwest right-of-way line, a distance of 597.81 feet;

THENCE South 00 deg. 00 min. 19 sec. West tangent to said curve and continue along the West right-of-way line of said Minnezona Avenue, a distance of 3.59 feet for the beginning of a corner clip at the intersection of said Minnezona Avenue and Indian School Road;

THENCE South 45 deg. 00 min. 19 sec. West along said corner clip, a distance of 28.28 feet to the end of same;

THENCE North 89 deg. 59 min. 41 sec. West along the North right-of-way line of said Indian School Road, being 65.11 feet North of and parallel with the South line of the Southwest Quarter of said Section 23, a distance of 4.14 feet to the **POINT OF BEGINNING**, containing 17,801 square feet or 0.409 acres of land, more or less.

Exhibit map attached and made a part hereof.



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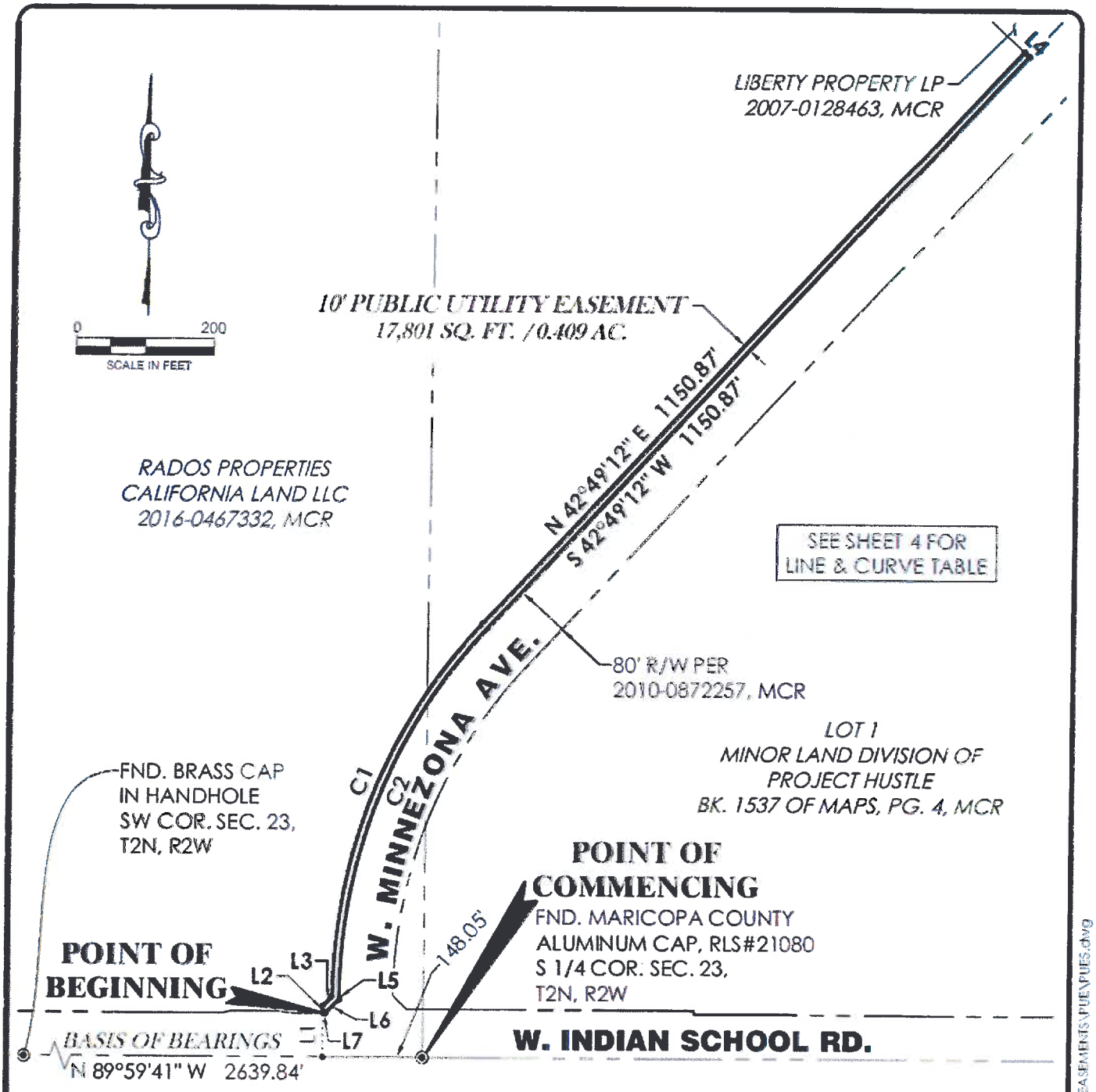

EXHIBIT "A" MAP SHOWING
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Scale:	1" = 200'
Date:	2/4/2021
Job No.:	10861A
Drafted:	L.J.C.
Checked:	J.N.R.

Sheet 3 of 4

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
2/4/2022
ARIZONA, U.S.A.

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CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	810.00	604.73	42°46'33"	N21°25'56"E	590.78
C2	800.00	597.81	42°48'54"	S21°24'46"W	584.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°00'19"E	65.11
L2	N00°00'19"E	10.00
L3	N45°00'19"E	20.00
L4	S47°10'52"E	10.00
L5	S00°00'19"W	3.59
L6	S45°00'19"W	28.28
L7	N89°59'41"W	4.14

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Scale:	N.T.S.	Sheet 4 of 4
Date:	2/4/2021	
Job No.:	10861A	
Drafted:	L.J.C.	
Checked:	J.N.R.	

REGISTERED LAND SURVEYOR
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ARIZONA, U.S.A.

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AGENDA ITEM #: 7.
DATE: 08/23/2021
AI #:444

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET TRANSFERS

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

Approve budget transfers

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. This action includes transfers for both FY2021 and FY2022 with citywide budget totals remaining unchanged within the Adopted State Expenditure Limitation Budgets.

BACKGROUND AND PREVIOUS ACTIONS

Budget transfers requiring City Council approval are presented as necessary throughout the year. The FY2022 expenditure limitation budget was adopted on June 07, 2021 and the FY2021 expenditure limitation budget was adopted on June 22, 2020.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2020-2039.

Review of budget transfers keeps the Council and general public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Transfers Report

City Council Budget Transfers Report - FY2021 & FY2022

Council Agenda Date: 8/23/2021

							Expenditure/Use of or (Savings/Addition to) Fund Balance				
Date	Transfer Journal No.	Reason Needed	Transfer Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
8/11/2021	2021-12-1300	This transfer is needed to increase the budget for the bond principal account string within the McDowell Road Commercial Corridor Improvement District Prepaid Assessments (MRCCID) for FY2021. The prepayments of assessments within the MRCCID received in FY2021 exceeded expectations. The amount of the expenditure budget transfer is matched by the unforeseen prepayment revenue received.		General Government Capital			($995,000)				
			$995,000	Debt Service						$995,000	
7/30/2021	2022-01-1089	The FY2022 adopted budget includes a supplemental for the purchase of Tyler New World software licensing as part of the Police Department's budget. This software budget should be moved to the Information Technology department, where the licensing will be paid for.	$45,600	General		$45,600					
8/11/2021	2022-02-282	This transfer will increase the budget for project #42031 Estrella/PebbleCreek Pkwy & TMC ITS Equipment. The federal portion for this project's budget is capped at $1,553,900 and any project overage is the responsibility of the city per the IGA. This increase will fund the bid opening results from ADOT. The department will apply for MAG Closeout Funds in the fall of 2021 and anticipates a federal reimbursement of 94.3% through ADOT once the project will be closed.	$426,300	General		$426,300					

AGENDA ITEM #: 8.
DATE: 08/23/2021
AI #:410

CITY COUNCIL ACTION REPORT

SUBJECT: LAKIN PARK MULTIFAMILY ANNEXATION

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):
Kyle Barichello, RVI Planning

SUMMARY

Public Hearing #2 to discuss proposed annexation of 2.8 acres of land adjacent to the property to be developed as Lakin Park generally located west of the southwest corner of MC-85 and Cotton Lane, and adoption of annexation ordinance.

Recommendation

ADOPT ORDINANCE NO. 2021-1514, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 2.8-ACRES OF LAND GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF MC-85 AND COTTON LANE WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AGRICULTURAL-URBAN (AU); PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. (Alex Lestinsky, Senior Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this report.

BACKGROUND AND PREVIOUS ACTIONS

The City received a request from Quantum Holdings 4, LLC, to annex into the City of Goodyear 2.8 acres of land generally located west of the southwest corner of MC-85 and Cotton Lane. The 2.8 acres is part of a 4.8-acre parcel (APN 502-49-017E) owned by Quantum Holdings 4 LLC, which also owns property adjacent to the western boundary of the 4.8-acre parcel. The 2.8 acres of Property is located within the City of Goodyear's municipal planning area and is contiguous to its existing city limits. The property is currently undeveloped and unoccupied. The property owner will be seeking to rezone the 2.8 acres to incorporate it into the Lakin Park Planned Area Development zoning district, which was adopted by Council on October 28, 2019 by Ordinance 2019-1451

Arizona State Law imposes procedures and criteria for extending the corporate boundaries of a city. Pursuant to Resolution 2001 the Goodyear City Council adopted Resolution 2001-768 adopting an annexation policy that required council approval prior to the initiation of the annexation process under state law. The annexation policy included criteria to be used in the evaluation of such requests. On May 24, 2021, the Goodyear City Council approved a request to authorize staff to initiate the statutory process for annexing the 2.8 acres of land generally located west of the southwest corner of MC-85 and Cotton Lane.

On June 10, 2021, staff forwarded a legal description of the property and a map of the area to be annexed to the Maricopa County Assessor requesting a list of the owners of real and personal property and values of such property within the annexation area. On June 11, 2021, in coordination with the Arizona Department of Revenue staff, city staff submitted a legal description of the property and a map of the area to be annexed to the Arizona Department of Revenue, Property Valuation and Equalization Division requesting a list of the owners of real and personal property and values of the real and personal property within the proposed annexation area. Staff has received lists from the Maricopa County Assessor and the Arizona Department of Revenue with the requested information.

On June 17, 2021, staff filed a blank (unsigned) petition continuing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed with the County Recorder of Maricopa County. The blank petition was accompanied by a sworn affidavit of the petitioner verifying that no part of the territory for which the filing is made is subject to an earlier filing for annexation. There is a 30-day waiting period after the filing of the bank petition before petitions can be circulated for signature.

A public hearing must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation. Notice of the public hearing must be published in a newspaper of general circulation at least six days prior to the hearing and at least fifteen days before the end of the 30-day waiting period. Notice of the public hearing being held on July 12, 2021 was published in Arizona Republic Southwest Valley Edition on July 2, 2021. Notices of the public hearing were also posted in three conspicuous places in the territory proposed to be annexed at least six days before the July 12, 2021 hearing. On June 24, 2021, at least six days before the July 12, 2021 hearing, a notice of the public hearing was mailed by first class mail to the Chairman of the County Board of Supervisors, and on June 24, 2021, at least six days before the July 12, 2021 hearing, notice of the public hearing, along with an accurate map of the proposed annexation area was mailed by first class mail to each owner of real and personal property identified on the lists received from the Maricopa County Assessor and Arizona Department of Revenue.

The City Council received no public comment at the July 12, 2021 public hearing. After the first public hearing and after the end of the thirty-day waiting period, blank petitions were circulated for signature and filed with the Maricopa County Recorder. As part of the annexation process, the petition must be signed by the property owners who own at least 50% of the value of the property and by at least 51% of the property owners of the land to be annexed. The proposed annexation property is owned by one entity, and the appropriate signature was received.

City Council is now being asked to hold a second public hearing and to adopt the ordinance annexing the 2.8 acres into the boundaries of the City of Goodyear. If adopted, and assuming

there are no challenges to its adoption, the annexation ordinance will become final thirty days after its adoption.

STAFF ANALYSIS

Details of the Request:

The request is to annex 2.8 acres of land generally located west of the southwest corner of MC-85 and Cotton Lane. The entire 4.8-acre parcel (APN 502-49-017E) is currently owned by Quantum Holdings 4 LLC, which also owns the property to the east. A portion of the parcel is already within the city's limits, leaving the 2.8 acres remaining to be annexed.

The City's General Plan designates this area as Business & Commerce. The existing County zoning for this property is Rural-43 (RU-43). Upon annexation, the property would be designated the equivalent zoning district which is Agricultural/Urban (AU). The city has received a request to rezone this property to multifamily within the existing Lakin Park PAD, which will be done by a separate action, estimated for Council review in September.

The property is located within the city's municipal planning area and is contiguous to the city. Thus, this proposed annexation would meet State statutory requirements for contiguity.

The City's Annexation Policy, adopted in 2001, provides that staff evaluate annexation requests on the following criteria:

A. The City's ability to provide basic services in a timely manner
B. Long-term desirability for community development and economic growth
C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town
D. Ability to control the quality of land uses and infrastructure standards
E. Compatibility with General Plan, infrastructure needs, and timing of development

As discussed above, the 2.8 acres is a part of a larger parcel, of which a portion is already within city limits and is a wedge between MC-85 and the Buckeye Canal making it difficult for development if not a part of the adjacent property to the east. The current property owner worked with the city on the original Lakin Park PAD zoning case and intends to seek to rezone the property to incorporate it into the Lakin Park PAD to allow it to be developed pursuant to the PAD/Multifamily district that is adjacent to the 2.8 acres.

The current proposed SR-30 alignment does not include any of the 2.8 acres and will not interfere with the future development of the property.

Streets: the property has direct access to MC-85. MC-85 is not being annexed into the city and will not be maintained by the city.

Public Safety: the property is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property. Fire services would be provided by Station 185, approximately 4.2 miles away and Station 184/181 approximately 7.25 miles away.

Water/Wastewater: Upon annexation, the property would be served by the City of Goodyear. The property is already included in the city's Integrated Water Master Plan (IWMP).

Attachments

Ordinance No. 2021-1514
Exhibit A - Legal Description
Exhibit B - Annexation Map
Aerial Photo
Project Narrative
Recorded Signed Petition

ORDINANCE NO. 2021-1514

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 2.8-ACRES OF LAND GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF MC-85 AND COTTON LANE WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AGRICULTURAL-URBAN (AU); PROVIDING DIRECTIONS AND AN EFFECTIVE DATE.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more that one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is undeveloped and unoccupied; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the county recorder.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. ANNEXATION

That the approximate 2.8-acre territory described in Exhibit A- Legal Description and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate 2.8-acre territory described in Exhibit A- Legal Description.

SECTION 2. ZONING

The existing zoning of the property annexed is Rural-43 in Maricopa County, and and pursuant to the requirements of A.R.S. § 9-471 the Agricultural-Urban (AU) zoning district of the Goodyear Zoning Ordinance is adopted and applies to the 2.8-acre territory described in Exhibit A – Legal Description and depicted in Exhibit B – Annexation Map, which provides for densities and uses no greater than those permitted within the Rural-43 District of Maricopa County.

SECTION 3. RECORDING

A copy of this ordinance and all exhibits referred to herein, including Exhibit B – Annexation Map, which is an an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona, the Arizona Department of Revenue, the Maricopa County Assessor and the United States Department of Justice.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST: APPROVED AS TO FORM:

_____ _____

Darcie McCracken, City Clerk Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2021-1514 is a true, correct and accurate copy of Ordinance No. 2021-1514, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said ordinance.

Given under my hand and sealed this _____day of _____, 20____.

_____

seal City Clerk

LAKIN PARK BUNGALOWS ANNEX
LEGAL DESCRIPTION

A portion of land being situated within the Southwest Quarter of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a found 2 inch brass cap accepted as the South Quarter corner of said Section 26 from which a found 1/2 inch rebar accepted as the Southwest corner thereof bears North 89°44'33" West, 2,647.68 feet;

Thence North 89°44'33" West, 1322.72 feet along the south line of the Southwest Quarter of said Section 26;

Thence leaving said south line, North 00°15'27" East, 1869.66 feet to the **POINT OF BEGINNING;**

Thence North 89°41'46" West, 18.25 feet;

Thence North 74°00'29" West, 401.81 feet to the southeasterly Right of Way line of MC 85;

Thence the following two (2) courses along said southeasterly Right of Way line:

Thence North 38°54'49" East, 496.86 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 5679.58 feet;

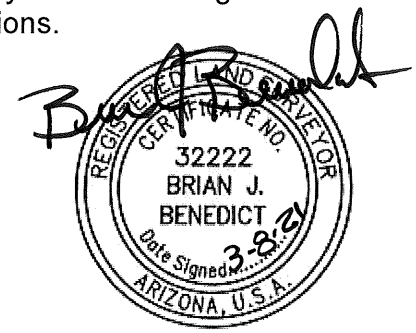
Thence northeasterly along said curve, through a central angle of 01°30'35", an arc length of 149.66 feet to a tangent line;

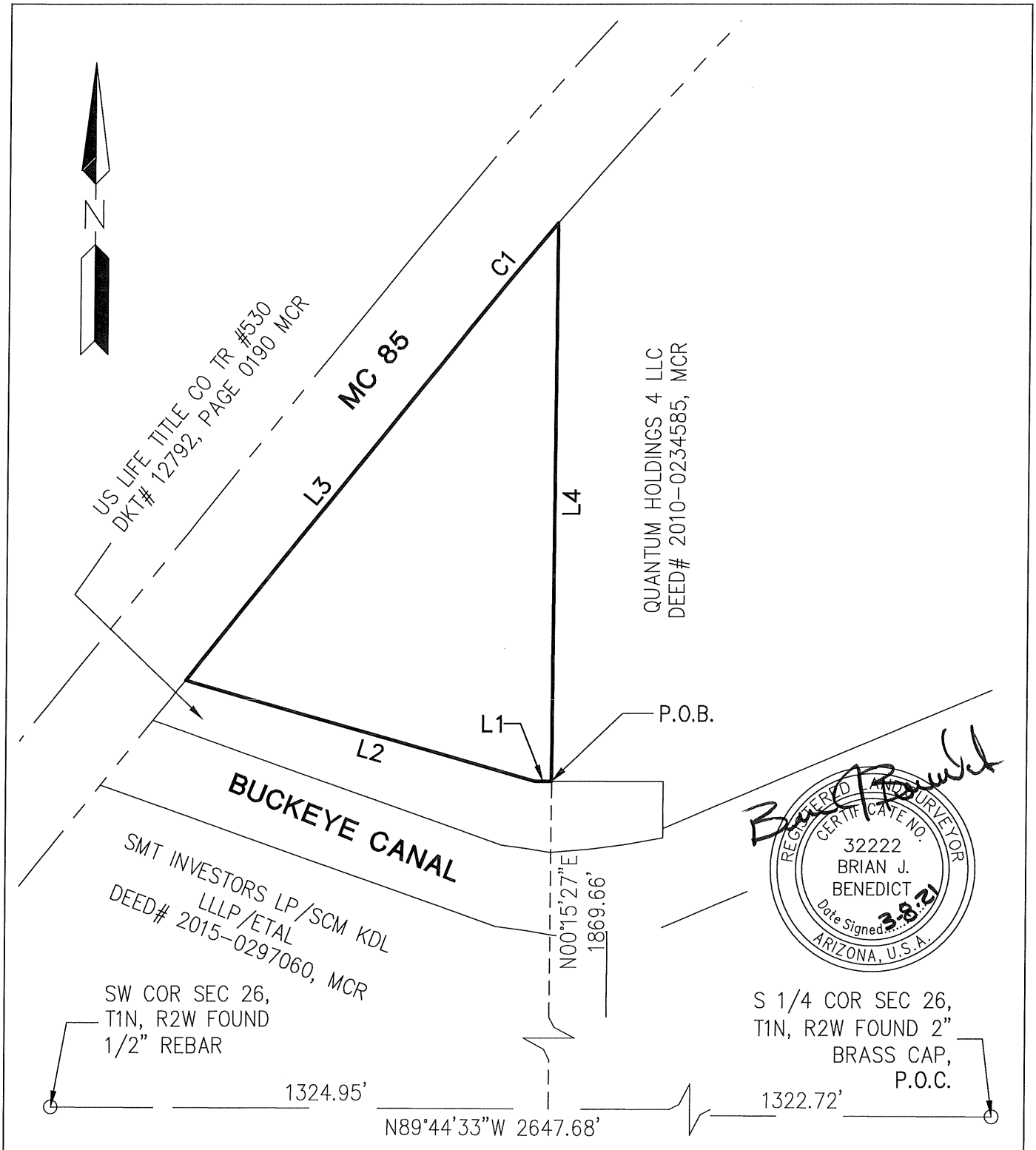
Thence leaving said southeasterly Right of Way line, South 00°17'30" West, 612.61 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 125,606 sq. ft.
(2.8835 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1981
Date: March 2021





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 3-8-21
ARIZONA, U.S.A.

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT

PROJ.NO.:	1981
DATE:	MAR 2021
SCALE:	N.T.S.
DRAWN BY:	GS
CHECKED BY:	BJB

LAKIN PARK BUNGALOWS ANNEX
BOUNDARY
GOODYEAR, ARIZONA

EXHIBIT

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

©2021, HILGARTWILSON, LLC

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°41'46"W	18.25'
L2	N74°00'29"W	401.81'
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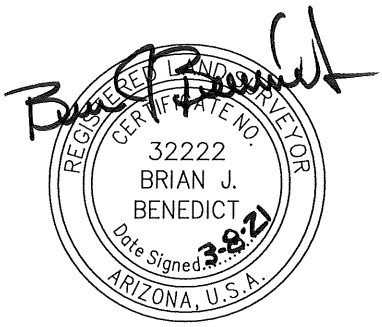

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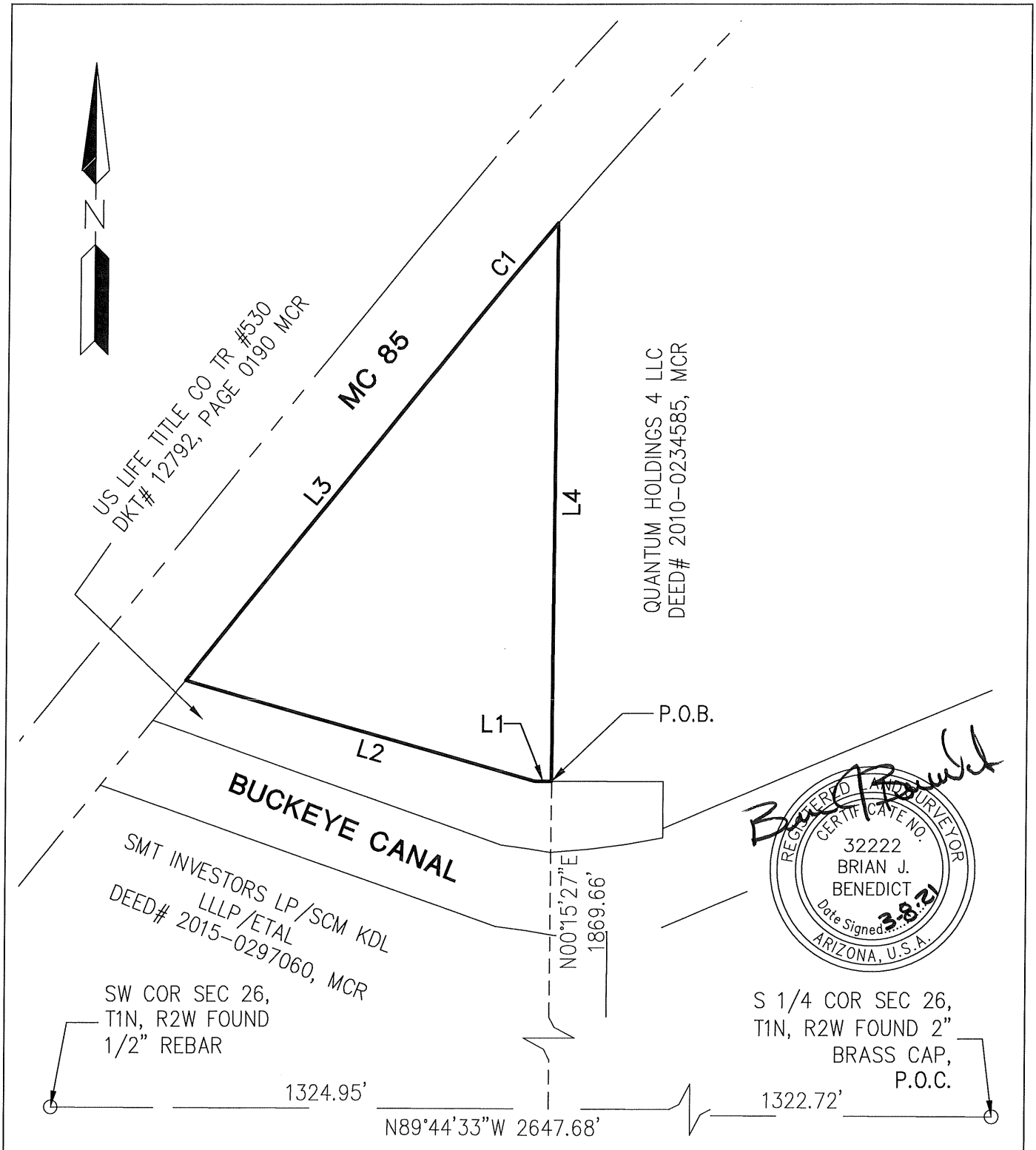

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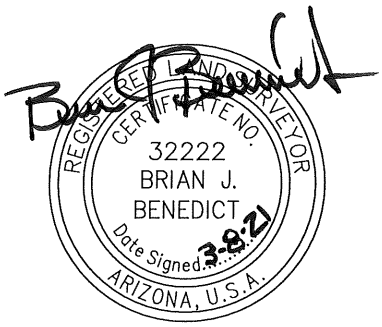

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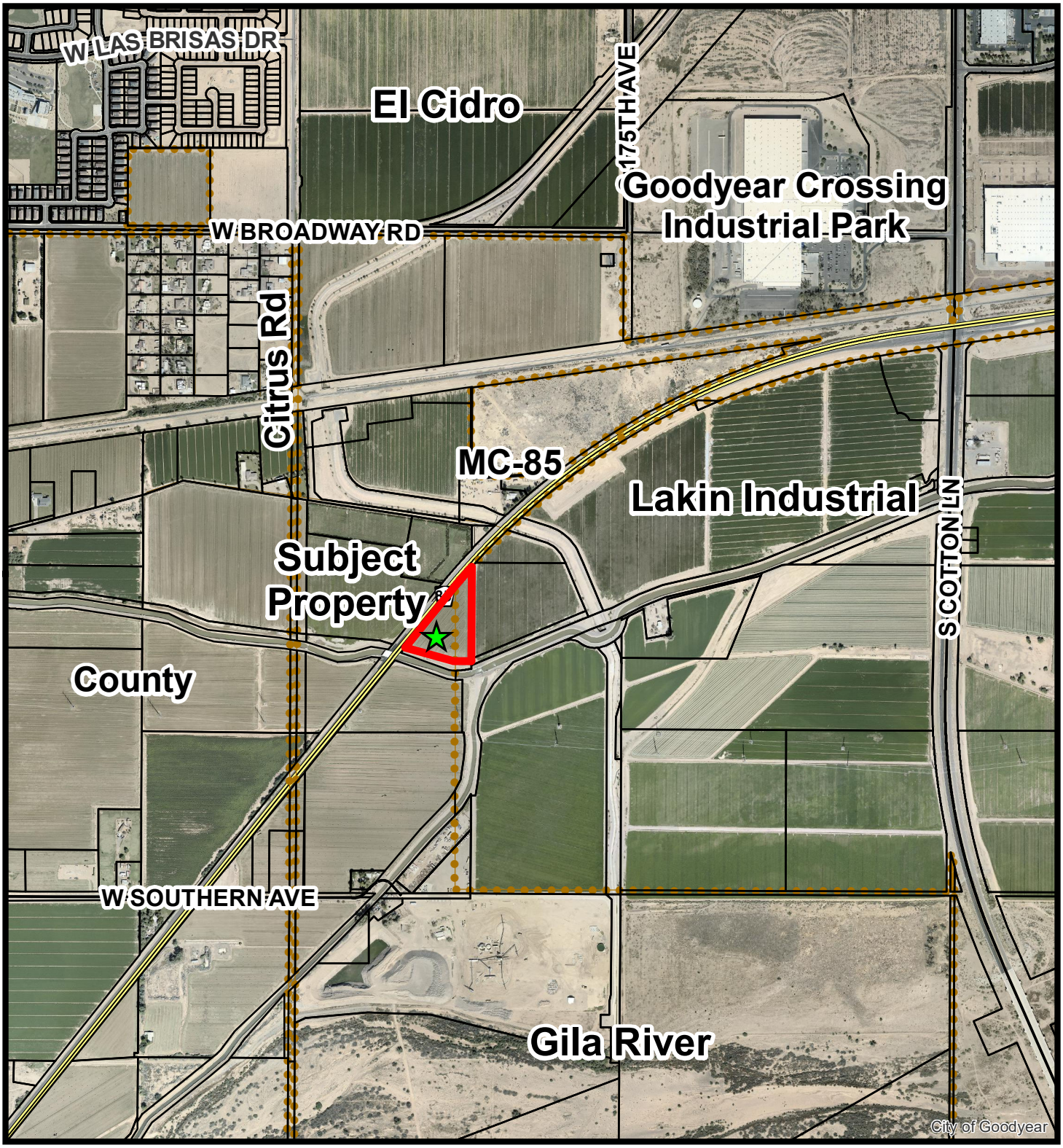
U:\1900\1981\SURVEY\DOCS\LEGAL\1981-LAKIN PARK BUNGALOWS-ANNEX-EXHIBIT.dwg 3/8/2021 3:42 PM

Aerial Photo Exhibit
Lakin Annexation
Case No. 21-100-00001



Drawn By: Alex Lestinsky
City of Goodyear Development Sevices Department
Date: May 6, 2021

N

Lakin Park Annexation

Annexation Narrative

A proposed annexation of 2.8 acres into the City of Goodyear, located west of the southwest corner of MC-85 and Cotton Lane

RVi Open the Outdoors

the BUNGALOWS™

HILGARTWILSON

City of Goodyear
First Submittal: March 8, 2021
Second Submittal: April 30, 2021

Development Team

RVi Planning + Landscape Architecture
Mark Reddie
120 South Ash Avenue
Tempe, AZ 85281
Phone: (480) 994-0994
mreddie@rviplanning.com

Hilgart Wilson – Civil Engineer
George Krall
2141 E. Highland Ave
Phoenix, AZ 85016
Phone: (602) 730-3814
GKrall@hilgartwilson.com

Cavan Companies – Owner and Developer
Jon Hamel
15300 N. 90th Street. Ste. 200
Scottsdale, AZ 85260
Phone: (480)627-7000
jhamel@cavancompanies.com

Table of Contents

1. Introduction 1
2. Annexation Request 1
3. Existing Site Conditions 2
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5. Utility Information 2
   Roadways 2
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   Sewer 3
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1. Introduction

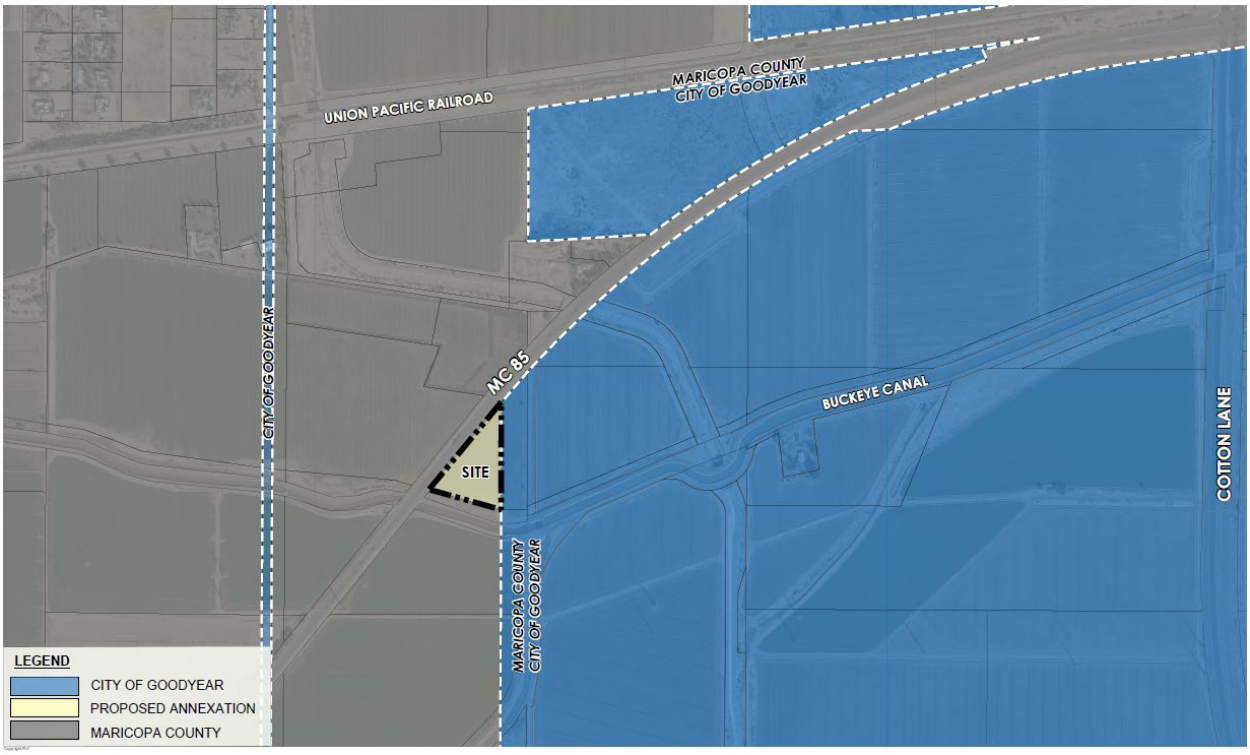
RVi Planning + Landscape Architecture, on behalf of Advanced Acquisitions, LLC (an affiliate of Cavan Companies), is pleased to submit this Annexation request to add approximately 2.8 acres of vacant land (part of a larger 4.8 acre parcel per APN# 502-49-017E) into the City of Goodyear to facilitate the future development of a single family for rent proposal located west of the southwest corner of MC-85 and Cotton Lane as part of the CP Lakin Park PAD (Ord #2019-1451). The subject property is currently located both in unincorporated Maricopa County and partly within the City of Goodyear and is contiguous to the approved CP Lakin Park PAD.

The current zoning of the parcel is RU-43 Unincorporated Maricopa County. Upon annexation of the 2.8-acre of the parcel not currently within City limits, the parcel will be designated as the equivalent zoning in the City, AU. Following the Annexation, a PAD Amendment is requested to add in the 4.8 acre parcel to the existing CP Lakin Park PAD. This will allow for the additional property to be included in a future request for development of a professionally managed, single-family detached and duplex gated community with one- and two-story rental homes designed in a cluster configuration on a single lot. The combined parcel would total 20.2 acres to be developed as part of the CP Lakin Park PAD MF-24 development standards.

2. Annexation Request

The property owner is requesting annexation into the City of Goodyear due to the unique location of the site to the CP Lakin Park PAD located within city limits. After review of the annexation requirements per A.R.S. 9-471, this project meets the Arizona law that requires “a territory to be annexed shall adjoin the boundary of the annexing city or town for at least 300 feet.

Figure 1: Proposed Annexation Map



3. Existing Site Conditions

The total 4.8 acre parcel is vacant with relatively flat topography. Adjacent and contiguous to the site, the entire CP Lakin Park PAD Property is approximately 695.6 acres, excluding perimeter streets and is within an area that is planned for and developing with industrial, business, and commercial uses as part of the CP Lakin Park PAD. There is a major drainage channel along the eastern boundary and the Buckeye Canal along the southern property line.

To the northwest is MC-85 and the Union Pacific Railroad. The land uses to the north are zoned RU-43 for residential and PAD for industrial uses. To the south is the Buckeye Canal and undeveloped, agricultural land that is part of the recently approved CP Lakin Park PAD. There is also a 300-foot-wide electrical easement with high tension overhead power lines approximately 350-ft south of the Canal and the Gila River further south still. To the west is MC-85, the continuation of the Buckeye Canal and residentially zoned (RU-43) undeveloped farmland. To the east is undeveloped, agricultural land that is within the recently approved CP Lakin Park PAD.

4. Annexation Signatures

The proposed annexation contains one property identified as parcel number 502-49-017E and is owned by Quantum Holdings, LLC. The property owner has given authorization to Cavan Companies and RVi Planning + Landscape Architecture to proceed with the annexation and subsequent PAD Amendment request. As required by the A.R.S 971, a petition in writing signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the city or town in the event of annexation, as shown by the last assessment of the property, shall be filed with the City and in the office of the county recorder.

5. Utility Information

All utilities such as fire, police, and emergency medical services, water and wastewater services, solid waste and trash collection services are proposed to be through the City of Goodyear government. No Pre-annexation Development Agreement is needed to facilitate this request as this parcel is within the City of Goodyear Service Areas and is in general conformance with the approved CP Lakin Park PAD. The following sections provides a brief description for how these services will be accommodated.

Roadways

MCDOT is proposing an improvement project on MC85 from Liberty School Road to Cotton Lane which will upgrade signing and striping to assist in improving traffic safety along a stretch of MC 85 between Liberty School Road and Cotton Lane. This segment of roadway is utilized by varied user groups including through traffic, local farm equipment, school busses, and local traffic. The project will upgrade the existing traffic signal at MC 85 and Jackrabbit Trail. This project will not impact the future proposed development.

At this time, final site planning has not been completed for the overall Lakin Park Bungalows development. In general, the primary access driveway location and spacing should follow MCDOT Roadway Design Manual Section 7.9. The design of the driveway should follow Section 4.1.4.E. of the City of Goodyear Engineering Design Standards and Policies Manual.

Water

The proposed potable water system design consists of extending the existing 16-inch water main along the MC-85 to the west along the Project's northern boundary. In addition, a 10-inch water main is proposed to connect the east side of the Project to the proposed 10-inch water main in the adjacent Parcel 2 development. Both the 16-inch main to the north of the Project and the 10-inch main to the east of the Project will connect to the existing 30-inch main within Cotton Lane. This 30-inch main within Cotton Lane is consistent with the City of Goodyear 2016 Integrated Water Master Plan (November 2016). The existing 16-inch and proposed 10-inch water mains along MC-85 and to the east of the Project, respectively, are not identified within the City of Goodyear 2016 Integrated Water Master Plan (November 2016). The Project owner will need to work with the industrial parcel to the east (Parcel 2) to develop an agreement that will allow the Project to connect to the 10-inch line and convert the line from a private fire line to a public water main.

Sewer

The onsite proposed wastewater system consists of 8-inch sewer mains that generally route wastewater to the Project's eastern boundary. The proposed offsite 8-inch sewer main will flow to the east to connect to an 8-inch sewer main proposed as part of the Parcel 2 improvements. The sewer mains continue to flow east to the proposed regional Lakin Park lift station, located near the southwest corner of Building A in Parcel 2. The City of Goodyear 2016 Integrated Water Master Plan (November 2016) shows the Rubbermaid Lift Station, located near MC-85 and Cotton Lane. It also shows the 12-inch gravity sewer main that extends east along MC-85. The infrastructure proposed as a part of this Project, along with the proposed Lakin Park lift station and force main along Cotton Lane (proposed as part of separate project/submittal) are not shown within the 2016 Integrated Water Master Plan (November 2016).

6. Conclusion

The proposed annexation will enable the expansion of the CP Lakin Park PAD Boundary to enable a high-quality single family for rent residential development. The community design, product types, and open space plan are sensitively designed to be compatible with the surrounding area. The proposed plan will meet all development standards within the existing CP Lakin Park PAD and possesses the elements of a viable and sustainable place in which to live.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210868758 08/11/2021 01:13
ELECTRONIC RECORDING

LakinAnnexSigned-7-1-1--
Hoyp

When recorded mail to:

City of Goodyear
City Clerk's Office
190 N. Litchfield Road
Goodyear AZ 85338

ANNEXATION PETITION
OF
THE CITY OF GOODYEAR

A portion of land being situated within the Southwest Quarter of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

2,8835 acres south of MC – 85

Signed Petition Recorded on: August 11, 2021

DO NOT REMOVE

This is part of the official document

Annexation #: 21-100-00001

City of Goodyear
190 North Litchfield Road
Goodyear, AZ 85338

ANNEXATION #: 21-100-00001
Property: Lakin Park Bungalows
(2.8835 acres south of MC-85)

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, AZ

We, the undersigned, the owners of one-half or more in value of the real and personal property, and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Goodyear in the event of the annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Goodyear, with the exterior boundaries of the territory proposed to be annexed shown on the legal description attached hereto, marked Exhibit "A" and made a part hereof, and map attached hereto, marked Exhibit "B" and made a part hereof, request the City of Goodyear to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

DATE	SIGNATURE OF OWNER	MAILING ADDRESS
7/2/21	CHRIS BARR	4455 E CAMELBACK RD #C-240 PHOENIX AZ 85018
	DAVE CORNWALL	
	RYAN KEALY	

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°41'46"W	18.25'
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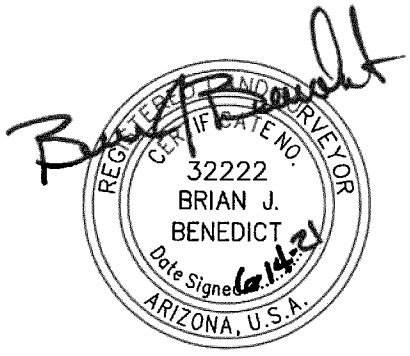

PROJ.NO.:	1981	LAKIN PARK BUNGALOWS ANNEX BOUNDARY GOODYEAR, ARIZONA	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE:	JUNE 2021		
SCALE:	NONE		
DRAWN BY:	GS		
CHECKED BY:	BJB	EXHIBIT B	

©2021, HILGARTWILSON, LLC

EXHIBIT A
LAKIN PARK BUNGALOWS ANNEX
LEGAL DESCRIPTION

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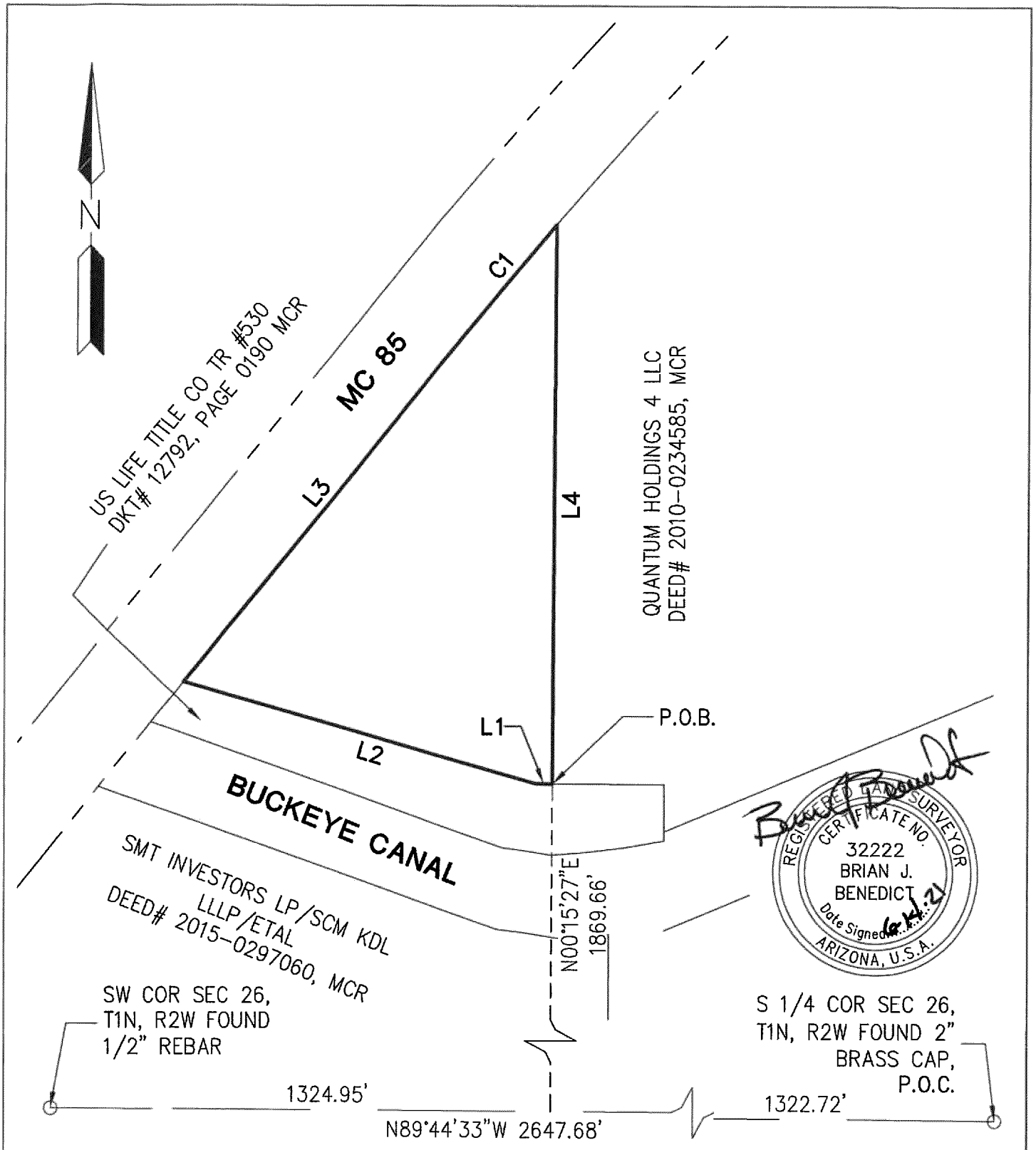
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1981
Date: June 2021



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BENEDICT
Date Signed: 6.14.21
ARIZONA, U.S.A.

P.O.B. – POINT OF BEGINNING
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SCALE:	N.T.S.
DRAWN BY:	GS
CHECKED BY:	BJB

LAKIN PARK BUNGALOWS ANNEX
BOUNDARY
GOODYEAR, ARIZONA

EXHIBIT B

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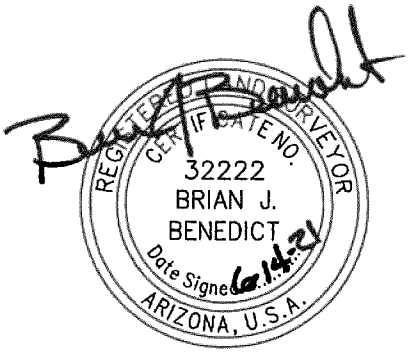

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DATE: JUNE 2021		
SCALE: NONE		
DRAWN BY: GS	EXHIBIT B	
CHECKED BY: BJB		

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Return to:
CITY OF GOODYEAR
190 N. Litchfield Rd.
Goodyear, AZ 85338

ANNEXATION #: 21-100-00001
Property: Lakin Park Bungalows
(2.8835 acres south of MC-85)

AFFIDAVIT

Darcie McCracken being first duly sworn, deposes and says:

1. I am the City Clerk for the City of Goodyear, Maricopa County, Arizona.
2. I am the custodian of all records of the City including all records relating to annexation.
3. I hereby verify that no portion of the territory included in the current Petition for Annexation is included in any previously filed Annexation Petition.
4. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

Darcie McCracken, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 11th day of August, 2021.

LAURA JARA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
MY COMMISSION EXPIRES
JUNE 14 2022

Notary Public

AGENDA ITEM #: 9.
DATE: 08/23/2021
AI #:369

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 1,319.2 ACRES LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY, FROM PLANNED AREA DEVELOPMENT (PAD) AND AGRICULTURAL URBAN (AU) TO PAD AND APPROVAL OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY.

STAFF PRESENTER(S): Christian M. Williams, Planner

SUMMARY

Request to rezone approximately 1,319.2 acres to Rainbow Valley 1st Amended Planned Area Development (PAD) and to approve Amended and Restated Development Agreement for Rainbow Valley.

Recommendation

1. ADOPT RESOLUTION NO. 2021-2168, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06A CITY OF GOODYEAR, AZ - REZONE CASE"; AND "LEGAL DESCRIPTION - RAINBOW VALLEY"; AND "RAINBOW VALLEY 1ST AMENDED PLANNED AREA DEVELOPMENT" DATED AUGUST 2021.

2. ADOPT ORDINANCE NO. 2021-1507, CONDITIONALLY REZONING APPROXIMATELY 1,319.2 ACRES GENERALLY LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES.

3. ADOPT RESOLUTION 2021-2175 APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; DIRECTING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO TAKE ALL ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AND PROVIDING FOR AN EFFECTIVE DATE. (Christian M. Williams, Planner)

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The proposed rezoning includes 1,319.2 acres of property that is along the east and west sides of Rainbow Valley Road between the Willis Road alignment and Queen Creek Road.

Approximately, 999.3 acres of the total 1,319.2 acres, on the west side of Rainbow Valley Road, was rezoned from Agricultural Urban (AU) Zoning District on October 22, 2018, to Final Planned Area Development (PAD) Zoning District by Ordinance No. 2018-1409 for the development of a mixed-use project known as "Rainbow Valley," which at full build out was expected to result in the development of approximately 2,900 residential dwelling units, commercial uses and non-residential uses.

This area of the City is not contiguous to existing development or to existing infrastructure, is not currently being served by City water or wastewater facilities, and is not located within the City's Designation of Assured Water Supply. In keeping with the city's policy that growth pays for growth, on October 22, 2018, the Goodyear City Council adopted Resolution 2018-1908 approving the Development Agreement for Rainbow Valley, which applied to the 999.3 acres rezoned by Ordinance 2018-1409. The Development Agreement for Rainbow Valley requires owner to purchase all capital equipment, dedicate all necessary on-site and off-site rights-of-way, design, install, and/or construct all public infrastructure, on-site and off-site, determined by the city as being necessary to support the development of the property and to allow the city to provide city services to the property except as otherwise provided in the development agreement. In addition to this overarching obligation, the Development Agreement for Rainbow Valley addresses transportation requirements, fire services requirements and utility services requirements, government services necessary for the health and safety of future residents of Rainbow Valley. It further addresses the timing of the development of park and recreational amenities, which are necessary for the welfare of the future residents of Rainbow Valley, and sources of reimbursements for infrastructure that is constructed that provides a regional benefit. The Development Agreement for Rainbow Valley provides specific requirements regarding certain infrastructure improvements and broad descriptions of requirements related to other infrastructure improvements.

When the Development Agreement for Rainbow Valley was entered, city staff was unwilling to commit to providing water and wastewater services to the Rainbow Valley development. After further analysis and consideration, city staff determined the city should provide water and wastewater services and, on October 28, 2019, the Goodyear City Council adopted Resolution 2019-2009 approving the First Amendment to Development Agreement for Rainbow Valley. This amendment set forth terms pursuant to which the city will provide water and wastewater services to the property, including the property owners' obligations to acquire all capital equipment and to design, install, and/or construct all infrastructure (on-site and/or off-site,)

needed for the city to provide water and wastewater services to the property and conveying all lands to the city for such infrastructure.

The developer is seeking to rezone the 999.3 acres and include an additional approximately 319.9 acres, located on the east side of Rainbow Valley Road between Germann and Queen Creek Roads, by the adoption of the Rainbow Valley 1st Amended Planned Area Development, which would create a cohesive 1,319.2 ace development. The proposed rezoning is conditioned upon the execution of an Amended and Restated Development Agreement for Rainbow Valley, which will apply to the entire 1,319.2 acres subject to the proposed rezoning and which has been modified to incorporate changes needed to address additional infrastructure needs to be created by the inclusion of the additional 319.9 into the Rainbow Valley development.

The General Plan Land Use Plan designates the Property as 'Neighborhoods' and the 'Neighborhoods' land use category provides areas for the growth and development of neighborhoods with a wide range of densities and housing types.

STAFF ANALYSIS

Current Policy:
A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area. As set forth below, the proposed zoning is both consistent with the General Plan and will not adversely impact the surrounding area.

Details of the Request:
The request is to rezone approximately 1,319.2 acres generally located between the Willis Road alignment on the north and Queen Creek Road on the south and between Perryville Road on the west and 175th Avenue alignment on the east from Planned Area Development (PAD) and Agricultural Urban (AU) to Planned Area Development (PAD) and to approve an Amended and Restated Development Agreement for Rainbow Valley that addresses certain infrastructure requirements for the development of the 1,319.2 acres.

Rezoning:
The rezone provides for the development of a project known as Rainbow Valley as set forth In the Rainbow Valley 1st Amended PAD ("the PAD"), which provides for the development of a mix of low density and medium density residential uses with a maximum unit count of 4,121. A portion of the Project may develop as an active adult community. The location of the active adult community has not been determined. Active adult communities are defined as those whose full-time residents are over a certain age threshold, consistent with state and federal fair housing laws. Age related restrictions for active adult communities will be governed by the Project's CC&Rs, and not by the city. The PAD will also allow for the development of commercial uses, open space and parks, a place of worship, a school, and utility facilities to serve the PAD.

The Rainbow Valley 1st Amended PAD establishes the development standards for each of the uses. All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting regulations will be governed by the underlying zoning district, except as expressly modified by this PAD and as further modified by the stipulations and conditions of approval as set forth in the proposed zoning ordinance.

Low-Density Residential:
The LDR land use districts offer a range of single-family housing opportunities disbursed throughout the Project. The low-density residential land use districts are LDR1, LDR2, and LDR3.
Underlying Zoning

- R1-7 (LDR1)
- R1-6 (LDR 2)
- R1-4 (LDR3)

For any subdivision that includes lots with widths less than 55-feet, two of the following streetscape elements shall be provided:

1. Clustered Driveways. Driveways may be clustered (but need not share the same curb cut) so that there is at least 36 feet of uninterrupted curb between the clustered driveways.
2. Paving Material. Decorative surfaces (i.e. pavers or aggregate, salt finish, stamped, textured, or patterned concrete) are utilized for all horizontal paved surfaces between the house and sidewalk.
3. Detached Sidewalk. A detached sidewalk will be utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant material. CC&Rs, applicable to the Property, shall require that the HOA formed for the Property maintain the landscaping within the landscape planting strip.
4. Alley loaded units.
5. Alternative streetscape elements, similar in scope and impact as the items listed above as determined and approved by the Development Services Director or designee.

LDR DEVELOPMENT STANDARDS

Districts	LDR1	LDR2	LDR3
Underlying Zoning Districts*	R1-7	R1-6	R1-4
Lot Standards			
Min. Lot Area (sq. ft.)	7,000	6,000	4,500
Minimum Lot Width (ft.)	65	55	45
Minimum Lot Depth (ft.)	100	100	100
Building Form and Location			
Maximum Height (ft.)	30	30	30
Maximum Building Coverage	N/A (1)	N/A (1)	N/A (1)
Minimum Setbacks (ft.)			
Front **	10	10	10
Front Facing Garage	20	18 (2)	18 (2)
Side	5	5	5
Total Both Sides	15	10	10
Street Side ***	15	10	10
Rear yard	20	20	15

Development Standards			
Open Space % (of net area)	5 (3)(4)	5 (3)(4)	5 (3)(4)

*The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

** Front setback shall be measured to patios, livable space, and side entry garages.

*** Where a minimum 10-foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

(1) Lot coverage is controlled by the required yard setbacks. Accessory buildings are regulated per Article 8-2 of the City's Zoning Ordinance.

(2) 20' minimum from face of garage to back of sidewalk.

(3) Net area excludes Loop 303. parkway, and arterial streets.

(4) Overall open space for all parcels, excluding commercial and public facility parcels, shall be a minimum of 20%.

Medium-Density Residential:

The MDR land use districts offer a variety of housing opportunities.

Underlying Zoning

- R-2 (MDR)
- R1-A (MDR)
- R1-C (MDR)
- MF-12 (MDR)

A. Non-permitted uses include Vertical apartment complex, defined as multi-story building(s) with one or more units above a ground floor unit.

For any subdivision developing under the R1-A and R1-C district shall provide one of the following elements:

1. Paving Material. Decorative surfaces (i.e. pavers or aggregate, salt finish, stamped, textured, or patterned concrete) are utilized for all horizontal paved surfaces between the house and sidewalk.
2. Detached sidewalk. A detached sidewalk will be utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant material. CC&Rs, applicable to the Property, shall require that the HOA formed for the Property maintain the landscaping within the landscape planting strip.
3. Additional streetscape elements, similar in scope and impact as the items listed above as determined by the Development Services Director or designee.

MDR DEVELOPMENT STANDARDS

Districts	MDR	MDR	MDR	MDR
Underlying Zoning Districts*	R2	R1-A	R1-C	MF-12
Lot Standards				
Minimum Lot Area (sq. ft,)	7,200	2,800	3,200	-
Minimum Lot Width (ft.)	72	35	40	200
Minimum Lot Depth (ft.)	100	80	80	N/A
Maximum Density (du/ac)	-	-	-	12
Building Form and Location				
Maximum Height (ft.)	30	30	30	25
Maximum Accessory Height (ft.) [7]	-	-	-	12
Maximum Building Coverage	40%	75%	60%	50%
Minimum Setbacks (ft.)				
Front	20 [1]	10 [1]	5 [1] [2]	30
Front Facing Garage	20	20	20	-
Side	5	0 [3]	0	20
Total Both Sides	15	0 [3]	10	40
Street Side [4]	20	10	10	20
Rear	20	15	15	30
Minimum Setback from single-family residential zoning (ft.)				
Building Height 20' or less	-	-	-	30
Building Height between 20' & 30'	-	-	-	50
Development Standards				
Open Space (% of net area) [5] [6]	12	15	15	-
Recreational Open Space (sq ft/du)	-	-	-	400
Private Outdoor Open Space (sq ft/du)	-	-	-	200

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

[1] Front setback shall be measured to patios, livable space, and side entry garages.

[2] Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

[3] Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

[4] Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

[5] Net area excludes Loop 303, parkway, and arterial streets.

[6] Overall open space for all parcels, excluding commercial and public facility parcels, shall exceed 20%.

[7] No building, which is accessory to any residential building, shall be erected to a height greater than twelve (12) feet unless it is within the same setback requirements as the main building, but may not exceed the height of the main building.

Commercial:

The commercial district is designed to respond to opportunities and constraints of the site, as well as respond to demographic projections for the Community at build-out. Community Commercial District (CC) is intended to provide services to serve the Project and larger area. The permitted uses, regulations, and development standards shall be governed by C-2 of the Zoning Ordinance, except as expressly modified by this PAD.

Underlying Zoning

- C-2 (CC)

CC DEVELOPMENT STANDARDS

Districts	CC
Underlying Zoning Districts*	C-2
Minimum Net Site Area	10,000
Minimum Lot Width	150'
Maximum Height	56' (2)
Maximum Building Coverage	50%
Minimum Setbacks	
Front	10'
Side	N/A (1)
Rear	N/A (1)
Street Side	10'

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

(1) Buildings adjacent to any residential use or district are subject to additional minimum building setbacks as defined in Subsection B.6 of the Goodyear Zoning Ordinance.
(2) Buildings with heights in excess of 30' shall provide 1 foot of additional setback for each foot of building height over 30'.

Parks, Open Space and Public Facilities:

OS: Enhanced Neighborhood Parks and Waterman Wash are the only areas with this land use district. Additional open spaces will develop within parcels.

One five-acre neighborhood park shall be provided within a one-quarter mile walking distance of all residential areas. As an alternative to a five-acre park, the following shall be permitted.

a. The seven smaller parks “Neighborhood Park 1”, as identified on Figure 2a, may count towards the required park sites.

b. The two larger parks “Neighborhood Park 2”, as identified on Figure 2a, may count towards the required park sites. If split into smaller park sites, the developer must demonstrate the following:

i. The smaller park site is needed due to site constraints.

ii. The smaller parks result in better access for residents.

iii. The smaller parks result in additional park acreage.

iv. The smaller parks result in additional amenities being provided.

c. Park sites shall be located to maximize walkability to the park.

d. Park sites shall be the focal point of neighborhoods.

Neighborhood Park 1 and Neighborhood Park 2 shall include the following minimum amenities and design considerations:

a. A portion of neighborhood parks may be used for retention.

b. Parking shall be provided onsite or on-street adjacent to the park.

c. Homes may back up to no more than 50% of the perimeter of the park. It is strongly encouraged that parks are designed so homes face the park and that no homes back up to the park.

d. One tot lot with a shade canopy shall be provided.

e. Facilities for active recreation shall be provided such as multi-use diamonds, rectangular fields, or sport courts. The park site shall be designed in a manner to accommodate these fields.

f. Shaded seating areas, such as ramadas, shall be provided.

g. Shaded walking paths connecting the park to sidewalk shall be provided.

h. Amenities provided for parks within age-restricted communities may be adjusted with approval of the Development Services Director or designee.

The Enhanced Neighborhood Parks identified in Figure 2(a) shall include the minimum amenities and design considerations for Neighborhood Park 1 and Neighborhood Park 2, and, in addition, shall include:

a. Restrooms and

b. Fields, such as those depicted in the conceptual park layout as shown on **Figure 2b, Figure 2c, Figure 2d, and Figure 2e**.

The first or second Enhanced Neighborhood Park constructed within the Project's Westside shall include at least one of the following enhanced amenities:

a. Community center;

b. Aquatic center;

c. Splash pad complex; or

d. Other amenity of similar scale.

If the first or second Enhanced Neighborhood Park constructed within the Project's Westside that includes one of the foregoing amenities is located within an age-restricted or gated community or is not accessible to all homeowners on the Project's Westside, the third remaining Enhanced Neighborhood Park that is to be constructed shall include at least one of the foregoing amenities and such park shall be accessible to all residents within the Project's Westside that are not located within an age-restricted or gated community.

The Enhanced Neighborhood Park constructed within the Project's Eastside shall include at least one of the following enhanced amenities:

a. Community center;

b. Aquatic center;

c. Splash pad complex; or

d. Other amenity of similar scale.

The Enhanced Neighborhood Park constructed within the Project's Eastside shall be

accessible to all residents within the Project's Eastside.

A 75-foot buffer shall be located on the north and south side of Waterman Wash as shown on **Figure 3**. The buffer will include a portion of the City's planned regional multi-use path system and may also include:

a. Open space;
b. Parks; and
c. Streets, so long as the 34- to 36-foot minimum pathway easement is maintained.

An approximately 3-acre Level 2 Trailhead (T2) with a minimum 6-30 standard parking spaces, benches, drinking water, restroom, lighting, shade structure, picnic ramada, bike racks, and signs per the City of Goodyear Parks, Recreation, Trails and Open Space Master Plan, shall be located along the north side of Waterman Wash near Rainbow Valley Road as shown on Figure 2a, Open Space & Trails Plan.

PFD: Public Facilities District, except as expressly modified by the PAD.

The water campus is designed to meet a public need for the surrounding community. An update to the City of Goodyear Infrastructure Water Master Plan (IWMP) is anticipated. In the event the IWMP does not locate the water campus at this location, the parcel may develop per the LDR2 development standards without requiring a PAD Amendment. The City of Goodyear PFD standards apply to this district.

The PAD Narrative Book includes additional information, as well as conceptual exhibits, intended to describe and depict the planned character of the Rainbow Valley development. Except for certain conceptual exhibits that are included as part of the Rainbow Valley 1st Amended PAD, the descriptive informative and the conceptual exhibits are not being adopted as part of the rezone, and such as they are not regulatory. Specific details of the development will be established in the platting and site plan approval processes in conformance with the Rainbow Valley 1st Amended PAD approved with the rezone.

Evaluation Criteria:
Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. Consistency with the General Plan.

The Property is designated as Neighborhood and Open Space by the Goodyear 2025 General Plan ("General Plan") Land Use Map. With these land use designations, the City anticipates that the Neighborhood land use will develop in a way that allows for a wide range of densities and housing types and commercial uses at appropriate locations. Other lands designated as Open Space are meant to provide areas that can be used to preserve natural areas and create both active and passive recreational uses and amenities for the surrounding land uses.

The Rainbow Valley 1st Amended PAD development is proposed with these land uses in mind. Additionally, Applicant has taken great care in ensuring the PAD will be in conformance with all of the goals of the General Plan.

The PAD creates interconnected residential neighborhoods with a wide range of densities and housing types with a commercial development located near Willis Road and Loop 303, a highly trafficked interchanged, and a second commercial development between the Rainbow

Valley Parkway and residential development.

The PAD creates a strong, coherent neighborhood that will provide development opportunities for the fast-growing City of Goodyear. Applicant is aware of the strategic location of the Rainbow Valley Development and its adjacency to Estrella, and other existing and proposed developments.

Section 5.3 of the PAD provides a detailed analysis of how the Rainbow Valley 1st Amended PAD is consistent with the goals, objectives, and policies and future land use map of the Goodyear General Plan.

The Rainbow Valley PAD was approved by City Council on October 22, 2018. Since that time, current market factors, demographics, infrastructure, traffic, and environmental issues have not changed. The purpose of this amendment is to add 320 acres and build on the strong foundation formed by the 2018 PAD.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

Rainbow Valley will be developed in a way that is sensitively designed with the Waterman Wash and the surrounding natural landscape. Historically, Waterman Wash has flooded the area during heavy storms. The jurisdictional limits within Waterman Wash will remain in its natural condition, except at roadway and utility crossings.

The area within Waterman Wash and outside of the Jurisdictional Determination and channel will be revegetated with native plants. Over time, it is anticipated the lines between developed and natural will blur and will have a more natural appearance. Waterman Wash will be the centerpiece of the Community and will provide significant open spaces, trails, and recreational amenities that integrate into the overall parks, trails, and open spaces. Other lands that are designated as Open Space are meant to provide areas that can be used to preserve natural areas and create both active and passive recreational uses and amenities for the surrounding land uses. This will provide a seamless compatibility with the Rainbow Valley development to the surrounding environment and aesthetics of the land.

The 30-foot Southwest Gas easement traverses the Project and provides a significant opportunity for non-vehicular access to the overall Project. Additional area is added to the easement to incorporate a Project Path that directly links the three Enhanced Neighborhood Parks, Waterman Wash, elementary school, larger community commercial site, and additional trails and paths. Improvements are limited to low growth desert landscaping and roadway and infrastructure crossings perpendicular to the easement.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

The opportunities for a variety of living options, houses, and densities in Rainbow Valley will be compatible and complementary to the existing CantaMia at Estrella development located ¼ mile north of the Project. Additionally, the synergy of these communities, with the development of additional rooftops, will bring the commercial services, retail, and employment opportunities that inevitably follow residential for the benefit of CantaMia at Estrella, Rainbow Valley, and the surrounding communities.

Rainbow Valley is just the beginning of what is planned to be a dynamic, energetic part of the City. Rainbow Valley Road/Parkway and the planned Arizona State Route 303 Loop bisect the Project, and a large Business and Commerce area is planned less than a quarter mile from the project. The densities and housing opportunities proposed with Rainbow Valley will help to attract and support the future retail, commercial, and employment uses. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under current zoning.

Current and future uses and development of the properties surrounding the subject property include:

North –Vacant and large properties zoned AU (Agricultural Urban);
South – Vacant and large properties zoned AU (Agricultural Urban) and vacant land zoned Estrella Region III (Hidden Valley at Estrella) Preliminary PAD;
East – Vacant and large properties zoned AU (Agricultural Urban) and Estrella Region III (Rainbow Ranch at Estrella);
West –County island, largely vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.

The immediate adjacency of Rainbow Valley to the developments located in Estrella to the north, Estrella Mountain Ranch PAD zoning to the east and south, and PAD zoning for the majority of Rainbow Valley, demonstrate the consistency of the proposed development with the surrounding area. The purpose of the current AU zoning for the additional 320 acres in Rainbow Valley is to "provide a low-density, estate-type residential use that allows for non-commercial agricultural uses and Large Animal and Small Animal privileges." The Property has historically been used as agricultural uses. At one point in time, this area made sense for this type of use because it could operate completely separate from any neighborhoods and other City uses without any compatibility issues. However, with the continued development immediately to the north and surrounding PAD zoning, the Rainbow Valley property is the next property in line for growth. The Property owners no longer wish to use the Property for agricultural uses.

This is further supported by the Goodyear General Plan, which designates the Property as Neighborhood. This is defined as, "Provid(ing) areas for the growth and development of neighborhoods. Neighborhoods include a wide range of densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations." Rainbow Valley will provide a master planned community that will bring the expected growth and development of neighborhoods that occur as cities grow outward.

Luke Air Force Base:
The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed residential development.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL.

5. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

The market demand for residential housing is here. This strength of that market shows it will be here for a while and the need for a quality master planned community with a variety of housing product will continue. Housing permits will continue to rise in all Phoenix Valley cities, including Goodyear, with a demand for all types of housing continuing to be strong amongst all demographics.

While there are other areas of the City of Goodyear that are currently zoned and available for residential uses, it is difficult to determine the economic intricacies involved with why or when the other 57,000 entitled lots will be built or to do a lot for a lot comparison without reviewing the type of housing product provided, the amenities provided, and especially the unique place and location of a development. It seems that the intent of Zoning Ordinance regulation 1-3-1-D-3(e) is to compare those other properties surrounding "the proposed zoning district" of the PAD with similar zoning that offers comparable locations, amenities, and character. When compared in this way, Rainbow Valley provides a unique location with a vastly different environment and locale than can be found in other parts of the City to the north.

Additionally, Applicant has entertained a high interest from homebuilders for Rainbow Valley because of the specialness of the surrounding Rainbow Valley area and the uniqueness that is provided by the closeness to the beautiful Estrella Mountains and the desert landscapes. This interest demonstrates a tangible market demand that Rainbow Valley brings despite the other entitled developments in the City.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

School Districts:
The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:
Emergency response times and distances are provided below:

The city recently completed a new fire station (Fire Station 186) on Willis Road adjacent to the city water campus.	Nearest Goodyear Fire Station	Shortest path Mins	Shortest path Miles	Longest path Mins	Longest path Miles	2nd Nearest Goodyear Fire Station	Shortest path Mins	Shortest path Miles	Longest path Mins	Longest path Miles
Rainbow Valley 1st Amended PAD, per the Amended and Restated Development	Fire Station #186	2.97	1.49	5.93	2.97	Fire Station #182	11.65	5.83	14.61	7.30

Agreement, owner will be sharing in the capital costs and the operations & maintenance costs of the new station. Rainbow Valley 1st Amended PAD is located within the service area of the new Fire Station 186 and response times should be between 2 to 6 minutes. In addition, if certain triggers are met, the owner will be required under the terms of the Amended and Restated Development Agreement for Rainbow Valley to fund a second fire station, including making contributions for operating and maintenance costs.

Police Response:
The subject property is located outside of an existing patrol beat and a new beat will not be established until development occurs. The property is subject to development impact fees for police services.

Streets/Transportation:
Access to the subject property will be from Rainbow Valley Road, Germann Road, Queen Creek Road, and Perryville Road. Pursuant to the Amended and Restated Development Agreement for Rainbow Valley, the property owner is required to design, install, and/or construct, all on-site transportation-related infrastructure and all off-site transportation-related infrastructure, other than off-site bridges, necessary to provide for safe and adequate circulation within the Rainbow Valley 1st Amended PAD, connectivity to neighboring properties, and connectivity to existing and future regional transportation routes. In addition, to ensure connectivity to Willis Road, which currently is the only roadway future residents of Rainbow Valley can use to reach the developed sections of the city, owner is responsible for constructing partial improvements to Rainbow Valley between Germann Road and Willis Road.

Also pursuant to the stipulation in Ordinance 2021-1507 and terms in the Amended & Restated Development Agreement for Rainbow Valley, the property owner shall be responsible for constructing or making in-lieu payment for all required traffic signals.

Water/Wastewater:
The property is not currently served by city water or wastewater facilities and it is not located within the City's Designation of Assured Water Supply. City staff has determined that the city should provide water and wastewater service to the property. The Amended and Restated Development Agreement will include terms and conditions under which the city will provide water and wastewater services. The details must be resolved during the development process.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

The subject property is not in proximity to where public services exist, however, in keeping with the city's policy that growth pays for growth, the Amended and Restated Development Agreement for Rainbow Valley requires owner to purchase all capital equipment, dedicate all necessary on-site and off-site rights-of-way, design, install, and/or construct all public infrastructure, on-site and off-site, determined by the city as being necessary to support the development of the property and to allow the city to provide city services to the property.

8. General public concerns.

Public Participation, Public Comment and Planning and Zoning Commission Meeting:
This rezoning was initiated while the city was still operating under the City of Goodyear Emergency Declaration in Response to Coronavirus. An alternative citizen review process was conducted for this proposal due to the city of Goodyear Emergency Declaration in Response to Coronavirus and notice of the application was provided to property owners within 500 feet of the property at least 35 calendar days prior to public hearing to provide ample opportunity for input prior to noticing the public hearing itself, those notices were mailed on April 9, 2021.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on August 11, 2021 appeared in the Arizona Republic Southwest Valley Edition July 23, 2021; postcards were mailed to adjoining owners on July 1, 2021; and a sign was posted on the site on June 15, 2021.

Staff received no communications in response to the notices that were sent on April 9, 2021 as part of the alternative citizen review process or in response to the postcards, notices in the Arizona Republic Southwest Valley Edition or posted signs providing public notice of the public hearing on this rezoning was to be held before the Planning and Zoning Commission on August 11, 2021. The owner's representative was the only one to speak regarding the proposed rezoning at the August 11, 2021 meeting before the Planning and Zoning Commission. Planning and Zoning Commission voted (5-0) to recommend approval of the proposed rezoning.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Goodyear City Council on August 23, 2021 appeared in the Arizona Republic Southwest Valley Edition July 23, 2021; postcards were mailed to adjoining owners on July 1, 2021; and a sign was posted on the site on June 15, 2021. Staff has not received any communications in response to the notices provided.

9. Whether the amendment promotes orderly growth and development.

The development is located approximately one-quarter mile from the CantaMia at Estrella community. Rainbow Valley is the next proposed development and presents opportunities to bring commercial and retail services more quickly to existing residents in the area with the increased rooftops.

Applicant is willing to pay for and provide its "fair share" of the necessary services for the development. Thus, adverse fiscal impacts should not be an issue regarding orderly growth and development of Rainbow Valley.

Applicant will continue to work with City Staff on "growth paying for growth" and using all avenues for creative solutions to public/private partnerships. Additionally, Applicant will work with the City to amend the Development Agreement for Rainbow Valley, as required, to address the required improvements and/or contributions by the developer to help fund infrastructure services. The City already has an obligation to provide solid waste collection and disposal and emergency services for CantaMia at Estrella residents, located a short distance from the proposed Rainbow Valley PAD development. Additional developments and residents in an area where the City already has a commitment to provide service should make providing services more cost effective on a per capita basis.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

Property owner requirements to facilitate development of the subject property will be established through on-going discussions between staff and owner and future amendments to the Amended and Restated Development Agreement for Rainbow Valley. Between the stipulations in Ordinance 2021-1507 and the Amended and Restated Development Agreement for Rainbow Valley and future amendments thereto, any negative impacts of the rezone on the

general health, safety and welfare of the citizens of the city and the general public will be mitigated.

Staff's Recommendation

As noted above, other than communications with the property owner and its representative supporting the rezoning, staff has not received any communications from the general public in response to any of the notices that have been provided and no one other than the owner's representative spoke before the Planning and Zoning Commission during the public hearing on the rezoning held on August 11, 2021. The Planning and Zoning Commission voted 5-0 to recommend approval of the rezoning of the Property as set forth in Ordinance 2021-1507.

Staff recommends the adoption of Ordinance 2021-1507 conditionally rezoning the Property as set forth in Ordinance.

Amended and Restated Development Agreement

In keeping with the city's policy that growth pays for growth, the Amended and Restated Development Agreement For Rainbow Valley (the "Restated DA") owner to purchase all capital equipment, dedicate all necessary on-site and off-site rights-of-way, design, install, and/or construct all public infrastructure, on-site and off-site, determined by the city as being necessary to support the development of the property and to allow the city to provide city services to the property except as otherwise provided in the development agreement. In addition to this overarching obligation, the Restated DA addresses transportation requirements, fire services requirements and utility services requirements, government services necessary for the health and safety of future residents of Rainbow Valley. In addition, the Restated DA addresses the timing of the development of park and recreational amenities, which are necessary for the welfare of the future residents of Rainbow Valley, and sources of reimbursements for infrastructure that is constructed that provides a regional benefit.

The agreement provides a broad description of the requirements related to specific categories of infrastructure. The parties anticipate that there will be numerous amendments or separate agreements that will provide more detail during the development process. The major terms of the development agreement include the following:

Water and Wastewater Infrastructure

This property is not located within the City's assured water supply designation. The source of water to serve the property is ground water and the City's existing assured water supply designation (legal availability) is not sufficient to cover build-out and has been acquired and funded by impact fees for development north of the Property. Ensuring the availability of a physical water supply sufficient to supply water to the Property at build-out for 100 years, ensuring the legal availability of a water supply sufficient to supply water to the Property at build-out for 100 years and ensuring the development of the facilities needed to provide water service to the property were critical components of the development agreement.

Under the terms of the Restated DA, Owner will be entitled to begin partial development of the property by establishing a satellite service area with the ability to access a limited portion of the City's Designated Assured Water Supply ("DAWS") allocated to Rainbow Valley (274 acre-feet per year) in the 2016 Designation Decision and Order. The Owner may plat up to 274 acre-feet per year (AFY) of demand. The City will apply to extend the City's designation

in mid-2023. The City's application will propose to include the groundwater supply already proven physically available in the property owner's Analysis of Assured Water Supply ("AAWS") issued by the Arizona Depart of Water Resources ("ADWR"), which the Owner has agreed to assign to the City's designation. Upon application and approval of the City's extension of the designation, and assuming the approval includes the full amount of the City's existing groundwater supply recognized as physically available in the Rainbow Valley sub-basin (274 acre-feet per year) and the full amount of the Owner's AAWS, Owner may apply to fully plat the remainder of the Property up to the amount of Owner's AAWS recognized by the ADWR. If the ADWR does not recognize the full amounts as still physically available as set forth above, Owner will have the ability to plat the Property up to the volume of groundwater actually approved by ADWR subject to the allocation in the development agreement.

Transportation Infrastructure

Owner is required to design, install, and/or construct, all ***on-site*** transportation-related infrastructure, necessary to provide for safe and adequate circulation within the Property, connectivity to neighboring adjacent properties, and connectivity to existing and future regional transportation routes, including:

- A high and dry culvert and/or bridge crossing over Waterman Wash that will accommodate a 100-year storm event must be constructed before development of the portion of the Property south of Waterman Wash is constructed.

Owner is required to design, install, and/or construct, ***off-site*** transportation-related infrastructure, ***other than off-site bridges and off-site traffic signals***, necessary to provide for safe and adequate circulation within the Property, connectivity to neighboring adjacent properties, and connectivity to existing and future regional transportation routes

- Obligations for the construction of off-site transportation related infrastructure are limited to the transportation related infrastructure identified in the development agreement and the Initial Traffic Impact Analysis for a specified period of time (15 years from the date the Initial Traffic Impact Analysis was approved) except:
    - o If final plats are recorded that cumulatively plat a minimum of 100 residential lots within property between Pecos and Patterson and any updated Traffic Impact Analysis demonstrates that additional off-site transportation infrastructure is needed, other than off-site bridges and off-site traffic signals, then the Owner will be responsible for the design, installation, and construction of such infrastructure ***other than off-site bridges and off-site traffic signals***.

Rainbow Valley Road, which is a two-lane road, is the only partially developed road that provides a connection between the Property and the currently developed sections of the city. To provide access to the Property needed for the provision of government services and to provide connectivity between the Property and the city north of the Gila River where most of the employment, retail, entertainment, and medical services have been developed, owner is required to construct limited improvements sections of Rainbow Valley Road that are not adjacent to the Property. To avoid the possibility that all of Rainbow Valley Road is shut down in the event of a serious event, Owner is required to construct improvements to Rainbow Valley Road such that there are four travel lanes and a median between the Willis Road alignment (generally the northern boundary of the Property) to the existing section of Willis Road prior to the issuance of the first building permit for vertical construction. Owner is also responsible for the construction of full-street improvements to the sections of Rainbow Valley Road adjacent to the Property as well as to the sections of Germann Road adjacent to the

Property.

Owner will be required to provide another point of access into the portion of the Property located on the west side of Rainbow Valley Road other than off of Rainbow Valley Road, but this point of access does not have to be an all-weather roadway, but it must be accessible to the public. In addition, Owner is required to provide secondary access, which must be all-weather, to the portion of the Property located on the east side of Rainbow Valley Road.

Fire

Owner is responsible for making contributions under the Fire Services Agreement between the City, Newland and AV Homes and, if certain triggers are met, for constructing a new fire station and for provided O&M payment for a period of five years.

Impact Fees for Emergency Services (Fire and Police) that include this area are to be adopted to provide a reimbursement mechanism for the capital contributions toward the Willis Road Fire Station

- o The City is responsible for processing and paying for the costs of the updated impact fee studies
- o Owner will receive all fire impact fees collected within Property until they are fully reimbursed for the Willis Road Fire Station Capital Contribution

Parks

Property is to be developed in accordance with the 1st Amended Rainbow Valley PAD, as modified by the Restated DA or the Goodyear Parks, Recreation, Trails and Open Space Master Plan in effect when the Property develops, whichever will provide the most open space, parks and recreational amenities, and Owner shall, at its sole cost, design, install, construct and equip all parks, open space, and recreational amenities that are to be developed.

- The open space and parks requirements in the 1st Amended Rainbow Valley PAD will be vested provided that Owner satisfies various requirements within ten (10) years of the effective date of the Agreement, including:
  - o recording a final plat for the development of the entire First Phase (100 acres)
  - o obtaining a building permit for vertical construction of at least one production home within the First Phase
- The development agreement provides triggers for the timing of the construction of the various open space and park amenities, which include:
  - o Sections of the Waterman Wash Paths
  - o Trailhead
  - o Regional Path that provides access to the Waterman Wash Paths from properties to the south
  - o The Project Trail along the Power Corridor
  - o The Enhanced Neighborhood Parks

Finance

The parties anticipate that some of the infrastructure that Owner will need to construct pursuant to the terms of the development agreement may benefit other properties in the region (“Regional Infrastructure”). The development agreement includes terms related to

reimbursements for such infrastructure. The following is a summary of the terms related to reimbursements:

- No guarantees of reimbursement, but the City has to make a good faith effort to obtain reimbursements for Regional Improvements as provided in the agreement
- Only one source of recovery (for example, if reservation of capacity is used as the mechanism for reimbursement for water infrastructure, then the costs of such water infrastructure would not be eligible to be included in an impact fee study)
- Cost Recovery for Regional Street Improvements and Regional Utility Lines
    - o Owner responsible for all costs
    - o No guarantee that Cost Recovery Ordinance/Resolution will be enacted
    - o City's sole liability is to remit monies collected and to endeavor to enforce any Cost Recovery Ordinance/Resolution Enacted
- Reservation of Capacity for regional utility infrastructure
    - o City will reserve capacity in excess of what is needed to serve the Property - but the reservation has to be pursuant to an amendment to the agreement that gives the City the right to convey the capacity at an established price per gallon as established in the amended and that is to be based on the actual cost of the infrastructure
- Development Fees
    - o Street development impact fees that include this area are to be developed and considered to reflect developments proportionate share of eligible regional transportation infrastructure, such as the expansion of the Estrella Parkway bridge necessitated by new growth south of the Gila River
- The City is responsible for processing and paying for the costs of the updated transportation impact fee study
    - o Other than the initial impact fee study for police, fire and transportation that the City is paying for, Owner will be responsible for all costs associated with the impact fee process and providing the information needed for the adoption of impact fees if impact fees are to be used as the source of reimbursement for regional infrastructure costs
    - o Cost Recovery is the only source of recovery for off-site roadways constructed by Owner that are eligible for reimbursement under the agreement
- Other Reimbursements – City agrees to consider requests to pursue available mechanisms that do not create contingent liability on the part of the City
- No interest to accrue or be owed for any reimbursements or credits to be provided
- The City is waiving all fees applicable to the modification, amendment or restatement of this Agreement or the creation of a new development agreement that are needed to modify or implement the terms of the development agreement.

Staff's Recommendation

Staff recommends the adoption of Resolution 2021-2175 approving the Amended and Restated Development Agreement for Rainbow Valley.

Attachments

Resolution No. 2021-2165

Exhibit A. Supplemental Zoning Map

Exhibit B. Legal Description

Exhibit C. Rainbow Valley 1st Amended PAD

Ordinance No. 2021-1507
Resolution No. 2021-2175
Exhibit A. Amended and Restated Development Agreement
Aerial Photo
Project Narrative

RESOLUTION NO. 2021-2168

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06A CITY OF GOODYEAR, AZ – REZONE CASE"; AND "LEGAL DESCRIPTION – RAINBOW VALLEY"; AND "RAINBOW VALLEY 1ST AMENDED PLANNED AREA DEVELOPMENT" DATED AUGUST 2021.

Be it resolved by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 20-06A City of Goodyear, AZ – Rezone Case", a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description – Rainbow Valley", a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled "Rainbow Valley 1st Amended Planned Area Development" dated August 2021, a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2021-1507.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

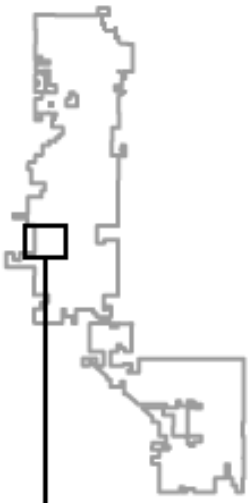
APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 'A'

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06A

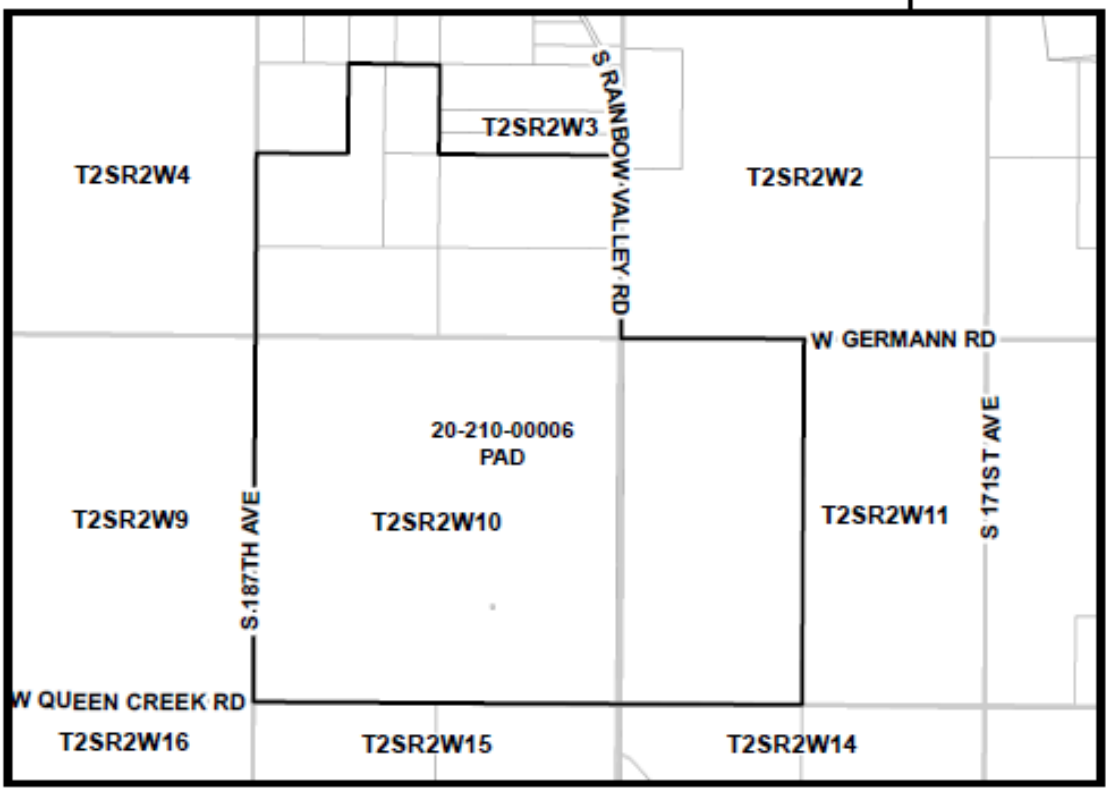
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2021.



_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:
The Southeast Quarter of the Northwest Quarter and the South Half of Section 3, all of Section 10 and the West Half of Section 11, in Township 2 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO PAD 20-210-00006	June 2021

EXHIBIT 'B'

RAINBOW VALLEY LEGAL DESCRIPTION

The Southeast Quarter of the Northwest Quarter and the South Half of Section 3, all of Section 10 and the West Half of Section 11, in Township 2 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

Except a 1/16th interest, of all oil, gas or other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in the patent. (Applies only to the South Half of the Southwest Quarter of Section 3)

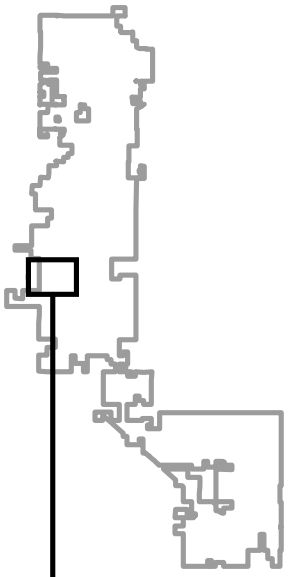
EXHIBIT 'C'

"Rainbow Valley 1st Amended Planned Area Development" dated August 2021

(On the following pages)

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06A

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2021.

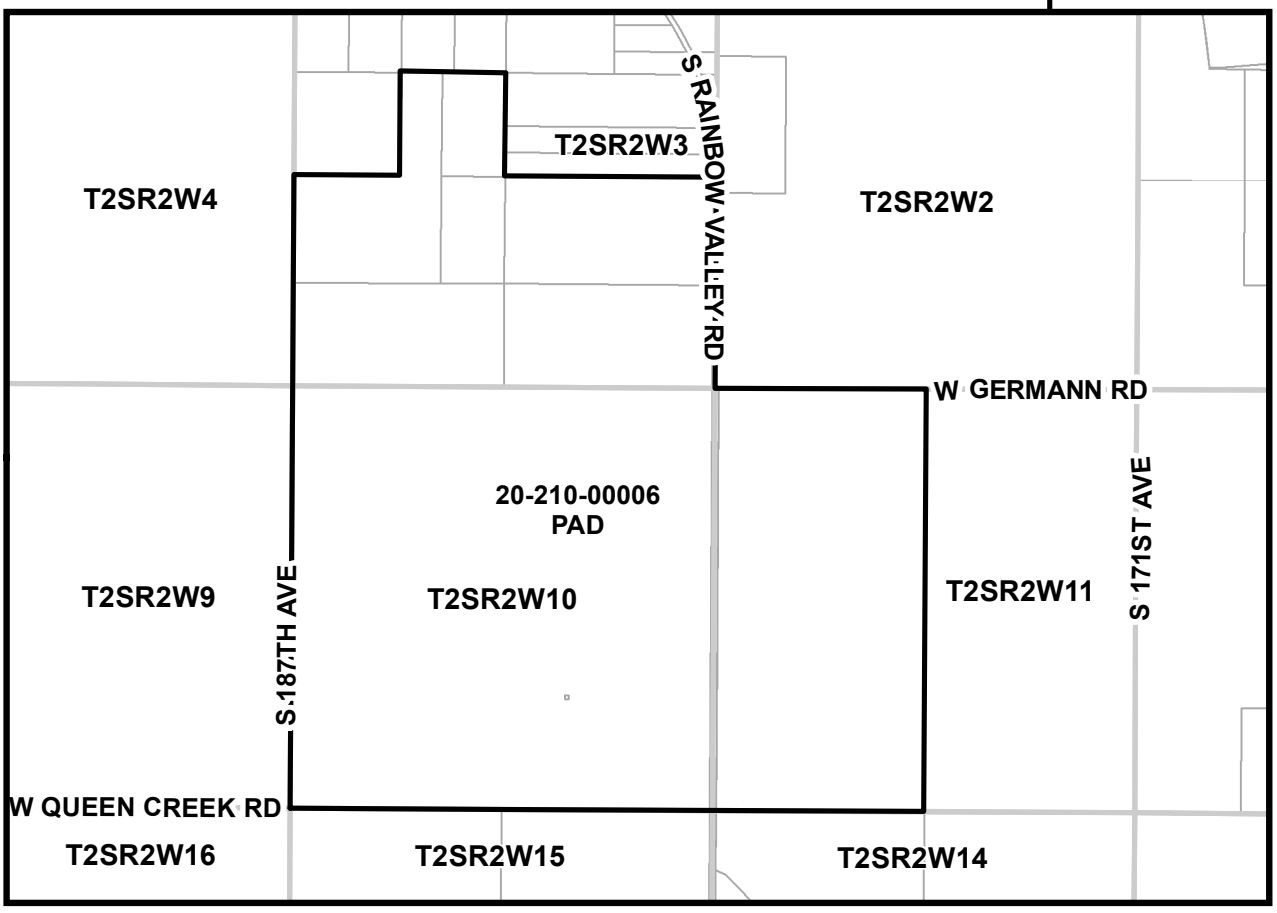


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

The Southeast Quarter of the Northwest Quarter and the South Half of Section 3, all of Section 10 and the West Half of Section 11, in Township 2 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM PAD TO PAD	20-210-00006	June 2021

Exhibit B
Legal Description - Rainbow Valley

RAINBOW VALLEY

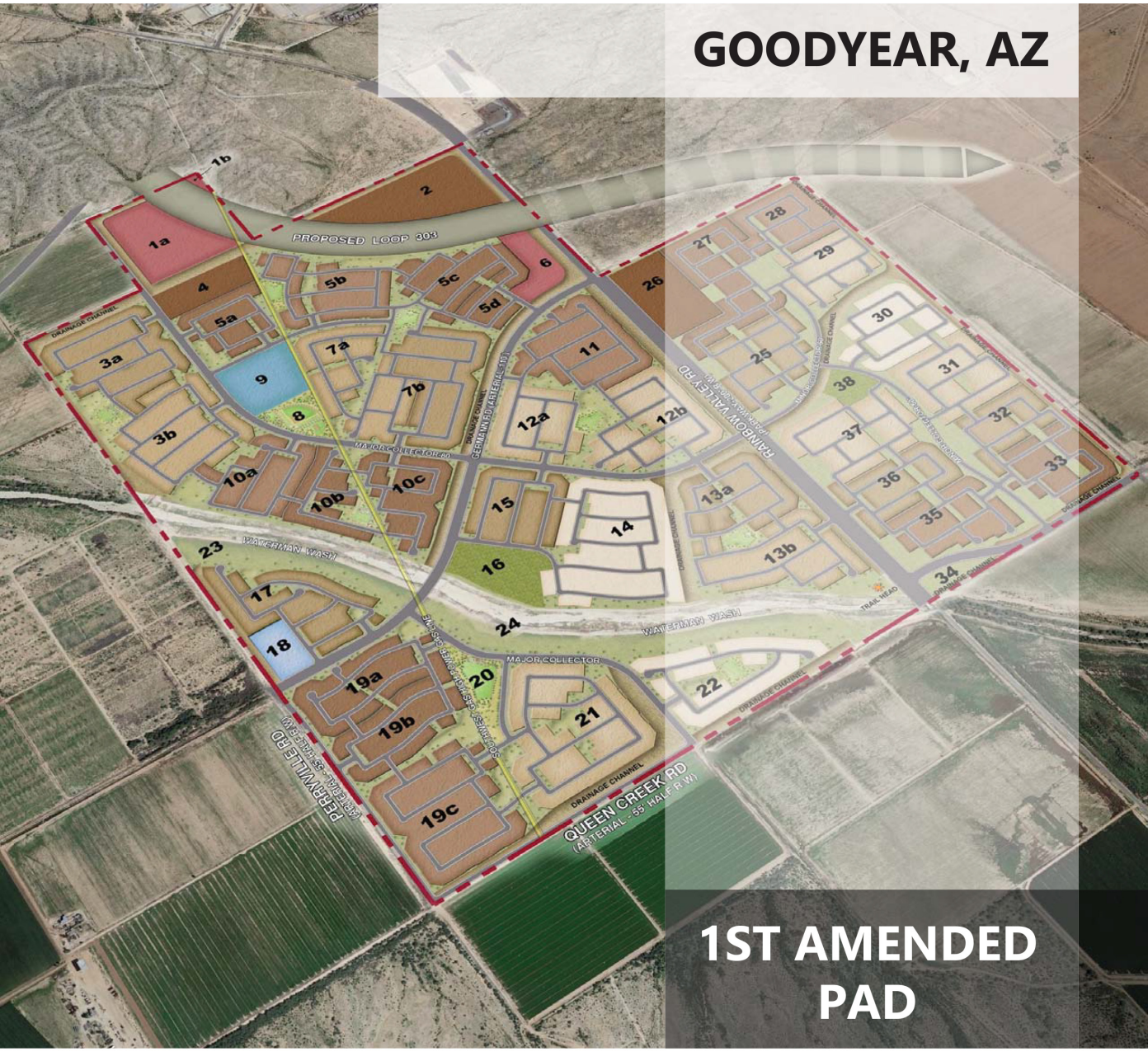
LEGAL DESCRIPTION:

The Southeast Quarter of the Northwest Quarter and the South Half of Section 3, all of Section 10 and the West Half of Section 11, in Township 2 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

Except a 1/16th interest, of all oil, gas or other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in the patent. (Applies only to the South Half of the Southwest Quarter of Section 3)

RAINBOW VALLEY

GOODYEAR, AZ



1ST AMENDED PAD

HILGARTWILSON

August 2021

RAINBOW VALLEY

1ST AMENDED PLANNED AREA DEVELOPMENT

GOODYEAR, ARIZONA

August 2021

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1.0 Project Summary

This is the first amendment to the Planned Area Development (PAD) for Rainbow Valley (hereinafter referred to as “Community” or “Project”). This amendment incorporates 319.9 acres east of Rainbow Valley Road (“Project’s Eastside”) into the previous 999.3-acre development west of Rainbow Valley Road (“Project’s Westside”) within the City of Goodyear (the “City”) municipal boundaries, 12 miles south of Interstate-10 in southern Goodyear near the CantaMia at Estrella community and makes certain other modifications to the Rainbow Valley PAD Development Standards dated August 2018 adopted by ordinance 2018-1409. This additional area increases the overall area of the PAD to 1,319.2 acres. This amended PAD replaces the existing PAD and applies to the entire 1,319.2 acres. The Project is envisioned to be a premier master planned community with a diversity of residential product types; commercial, shopping, and retail sites; and a network of trails, parks, and open spaces.

2.0 Purpose and Intent

This document is intended to provide the allowable land uses and regulatory zoning provisions to guide the implementation of Project design through the plan review and development permit process in accordance with the provisions of the Zoning Ordinance. All administration and procedures shall adhere to Article 1 of the City of Goodyear Zoning Ordinance and other applicable city, state, and federal requirements.

The following sections include the uses, regulations, and development standards related to residential and commercial development and will apply to the various land use districts. The intent of these standards is to ensure a high quality built environment while providing flexibility over time without compromising the mutually-agreed upon goals between the City and Developer and overall design intent for the Project.

PAD DEVELOPMENT PLAN – UNDERLYING ZONING

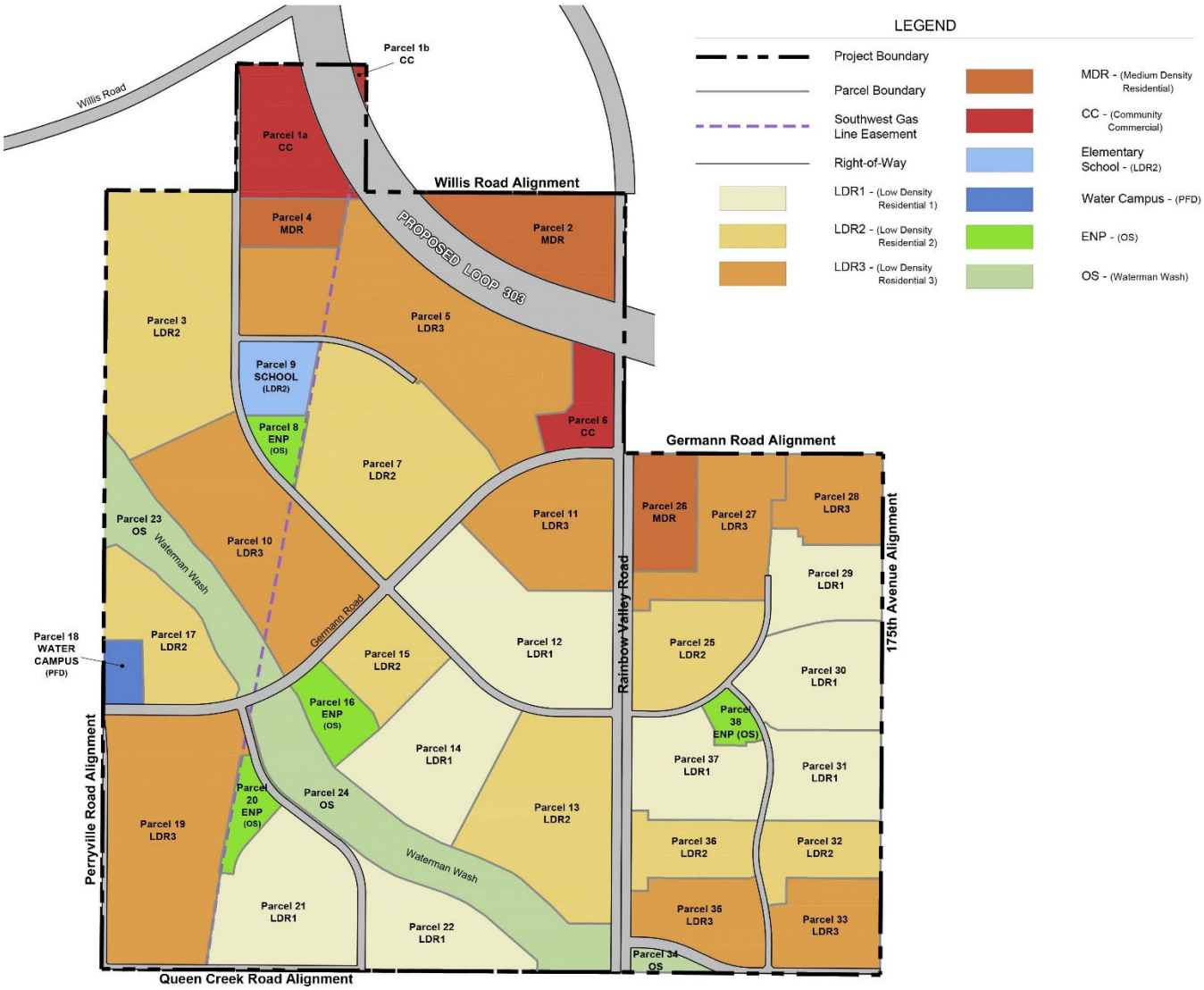


TABLE 1
LAND USE TABLE

Land Use	Underlying Zoning District	Parcel	Primary Land Use	Alternate Land Use [1]	Area [2] (ac)	Maximum Units
LDR1	R1-7	12	Residential		57.5	
		14	Residential		41.1	
		21	Residential		46.3	
		22	Residential		29.3	
		29	Residential		22.7	
		30	Residential		33.0	
		31	Residential		24.6	
		37	Residential		30.4	
		Subtotal			**284.9**	
LDR2	R1-6	3	Residential		76.7	
		7	Residential		69.8	
		9	School	Community Center/LDR2	14.0	
		13	Residential		56.5	
		15	Residential		23.1	
		17	Residential		28.3	
		25	Residential		29.1	
		32	Residential		18.4	
		36	Residential		18.3	
		Subtotal			**334.2**	
LDR3	R1-4	5	Residential		91.9	
		10	Residential		67.3	
		11	Residential		36.6	
		19	Residential		71.9	
		27	Residential		32.0	
		28	Residential		21.3	
		33	Residential		22.9	
		35	Residential		23.3	
		Subtotal			**367.1**	
MDR	R-2 R1-A R1-C MF-12	2	Residential		31.8	
		4	Residential		12.4	
		26	Residential		17.9	
		Subtotal			**62.2**	
OS	N/A	8	Park		7.2	
		16	Park		11.1	
		20	Park		9.0	
		38	Park		5.8	
		23	Waterman Wash		31.7	
		24	Waterman Wash		54.4	
		34	OS		3.4	
		Subtotal			**122.6**	
Residential Subtotal					**1,171.0**	**4,121**
CC	C-2	1a	Commercial		28.4	-
		1b	Commercial		0.9	
		6	Commercial		13.0	
		Subtotal			**42.2**	-
PFD	PFD	18	Water Campus [4]	LDR2 Residential	6.0	-
		Subtotal			**6.0**	-
Other	N/A	-	Parkway/Arterial [3]		56.3	-
		-	303 Freeway	LDR3, MDR, CC	43.7	-
		Subtotal			**100.0**	-
Grand Total					**1,319.2**	**4,121**

Footnotes:

[1] In the event the primary land use is not needed, the alternate land use will be applied.

[2] All acreage is approximate. Subtotals and totals may not exactly add up due to rounding.

[3] Areas include Rainbow Valley Road (100'/200'), Queen Creek Road (55'/110'), Perryville Road (55'), and Germann Road (110').

[4] If high levels of TDS are discovered following development and testing of future well(s), the water campus footprint will be expanded into Parcel 17 to include TDS treatment equipment and drying beds. Water campus site will include odor easements, if determined to be necessary.

3.0 PAD Development Plan and Underlying Zoning

All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting regulations shall be governed by the underlying zoning district, except as expressly modified by this PAD. Provisions not contemplated or expressly stated in the PAD shall meet the underlying zoning district requirements.

Below are the PAD land use districts and the underlying zoning:

LDR1: R1-7, except as expressly modified by this PAD.

LDR2: R1-6, except as expressly modified by this PAD.

LDR3: R1-4, except as expressly modified by this PAD.

MDR: Attached or detached residential units to allow higher intensity residential products such as cluster/courtyard homes, duplex, triplex, town homes, and build-to-rent. The applicable zoning districts are per Section 3.2, Residential Districts for R-2, R1-A, R1-C, and MF-12, depending on use, and except as expressly modified by this PAD.

CC: C-2, General Commercial, except as expressly modified by this PAD.

PFD: Public Facilities District, except as expressly modified by this PAD.

OS: Enhanced Neighborhood Parks and Waterman Wash are the only areas with this land use district. Additional open spaces will develop within parcels.

Alternate Land Uses:

Elementary School Site: Except as provided herein, Parcel 9 (the Elementary School Site) shall be reserved for the development of an elementary school unless written confirmation from the school district is provided stating a school site is not needed anywhere within the Project. If Owner would like to develop Parcel 9 (the Elementary School Site), it may be developed under the land uses set forth in the Land Use Table 1 for Parcel 9 (LDR2/Community Center) provided Owner has identified an alternative 14-acre school site within the Project and has entered into an agreement with the school district providing for the conveyance of the alternative school site to the school district..

Water Campus: In the event the City of Goodyear Integrated Water Master Plan does not locate the regional water campus at this location, the parcel may develop under the LDR2 land use district.

Loop 303: If freeway is not developed along the proposed alignment, the area set aside for the freeway shall assume the adjacent land uses of LDR3, MDR, and/or CC land use districts.

The City of Goodyear Design Guidelines apply to all PAD land use districts.

The locations of these land uses and districts are shown on **Figure 1, PAD Development Plan.** Maximum dwelling units indicated on **Table 1, Land Use Table** will guide development and infrastructure requirements.

4.0 Development Standards and Design Guidelines

The following sub-sections introduce and define the uses, regulatory standards, and development standards specifically designed to implement each of the PAD land use districts. The land use districts establish a unique set of standards and design guidelines which will govern the regulatory development process during the multi-year implementation of the PAD. In the event of a conflict between the provisions of this document and the Zoning Ordinance of the City of Goodyear, Arizona ("Zoning Ordinance"), the provisions of the PAD shall prevail.

4.1 Low Density Residential (LDR) District Development Standards & Design Guidelines

A. Intent

The LDR land use districts offer a range of single family housing opportunities disbursed throughout the Project. The low density residential land use districts are LDR1, LDR2, and LDR3.

B. Underlying Zoning

- R1-7 (LDR1)
- R1-6 (LDR 2)
- R1-4 (LDR3)

C. Uses

All uses shall be governed by the underlying R1-7, R1-6, and R1-4 zoning district, except as modified below:

Additional Principal Permitted Uses:

1. Places of Worship;
2. HOA meeting facilities;
3. Public and private recreation centers including accessory uses such as but not limited to woodworking facilities, craft making facilities, education, auditorium(s), sport courts, swimming pools, and other analogous uses as determined by the Development Services Director or designee; and
4. Public utility facility to serve immediate area, excluding office facilities and maintenance yard.
5. All uses allowed in the Public Facilities (PFD) District of the Goodyear Zoning Ordinance. Development of such uses shall comply with the development standards applicable to the Public Facilities (PFD) District in the Goodyear Zoning Ordinance.

Additional Use Permit Uses:

1. Electrical Substations

D. Residential Subdivision and Residential Home Design

Residential subdivision and residential home design shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code).

Gated communities may be permitted, subject to the following:

a. Alternative private streets shall be constructed as required and approved by the City.
b. Water, sewer, public utility, refuse collection, and emergency vehicle easements shall be granted over all private streets.
c. Gates shall be automated per the City Fire Department requirements.

For any subdivision that includes lots with widths less than 55-feet, two of the following streetscape elements shall be provided:

a. Clustered Driveways. Driveways may be clustered (but need not share the same curb cut) so that there is at least 36 feet of uninterrupted curb between the clustered driveways.
b. Paving Material. Decorative surfaces (i.e. pavers or aggregate, salt finish, stamped, textured, or patterned concrete) are utilized for all horizontal paved surfaces between the house and sidewalk.
c. Detached Sidewalk. A detached sidewalk will be utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant material. CC&Rs, applicable to the Property, shall require that the HOA formed for the Property maintain the landscaping within the landscape planting strip.
d. Alley loaded units.
e. Alternative streetscape elements, similar in scope and impact as the items listed above as determined and approved by the Development Services Director or designee.

E. Freeway Overlay

Development within 500-feet of a proposed freeway corridor, including the proposed Loop 303 corridor, shall comply with the City of Goodyear Zoning Ordinance Article 9-1 (Freeway Development Overlay District), except as modified below:

a. Lots within LDR parcels shall be a minimum distance of 80 feet from the Loop 303 freeway right-of-way. This area will include a minimum 35-foot landscape tract and may include local streets as depicted on **Figure 4, Loop 303 Freeway Cross Section.**
b. The landscape tract shall be planted with trees a minimum of 24 inch box in size spaced 15-feet on center along the entire length of the buffer. Trees may be clustered and/or spaced to maximize survivability.
c. Sound attenuation shall be provided in conformance with the findings of a sound study. If development is constructed prior to the freeway, ADOT will be responsible for the sound wall. If freeway is constructed prior to Project development, developer will be responsible for the sound wall.

F. Development Standards

The following development standards will apply to LDR land use districts.

TABLE 2
LDR DEVELOPMENT STANDARDS

Districts	LDR1	LDR2	LDR3
Underlying Zoning Districts*	R1-7	R1-6	R1-4
Lot Standards			
Min. Lot Area (sq. ft.)	7,000	6,000	4,500
Minimum Lot Width (ft.)	65	55	45
Minimum Lot Depth (ft.)	100	100	100
Building Form and Location			
Maximum Height (ft.)	30	30	30
Maximum Building Coverage	N/A (1)	N/A (1)	N/A (1)
Minimum Setbacks (ft.)			
Front **	10	10	10
Front Facing Garage	20	18 (2)	18 (2)
Side	5	5	5
Total Both Sides	15	10	10
Street Side ***	15	10	10
Rear yard	20	20	15
Development Standards			
Open Space % (of net area)	5 (3)(4)	5 (3)(4)	5 (3)(4)

*The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

** Front setback shall be measured to patios, livable space, and side entry garages.

*** Where a minimum 10-foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

(1) Lot coverage is controlled by the required yard setbacks. Accessory buildings are regulated per Article 8-2 of the City's Zoning Ordinance.

(2) 20' minimum from face of garage to back of sidewalk.

(3) Net area excludes Loop 303. parkway, and arterial streets.

(4) Overall open space for all parcels, excluding commercial and public facility parcels, shall be a minimum of 20%.

G. Parks, Trails, and Open Space Guidelines

Figure 2a, Open Space and Trails Plan, provides the conceptual park and trail siting concept. The following regulations shall apply:

1. A rezoning will be required if Parcel 8, Parcel 16, Parcel 20, or Parcel 38 are not provided as park sites. Alternative park site locations will need to be identified.

2. One five-acre neighborhood park shall be provided within a one-quarter mile walking distance of all residential areas. As an alternative to a five-acre park, the following shall be permitted.
    a. The seven smaller parks "Neighborhood Park 1", as identified on **Figure 2a,** may count towards the required park sites.
    b. The two larger parks "Neighborhood Park 2", as identified on **Figure 2a**, may count towards the required park sites. If split into smaller park sites, the developer must demonstrate the following:
        i. The smaller park site is needed due to site constraints.
        ii. The smaller parks result in better access for residents.
        iii. The smaller parks result in additional park acreage.
        iv. The smaller parks result in additional amenities being provided.
    c. Park sites shall be located to maximize walkability to the park.
    d. Park sites shall be the focal point of neighborhoods.

3. Neighborhood Park 1 and Neighborhood Park 2 shall include the following minimum amenities and design considerations:
    a. A portion of neighborhood parks may be used for retention.
    b. Parking shall be provided onsite or on-street adjacent to the park.
    c. Homes may back up to no more than 50% of the perimeter of the park. It is strongly encouraged that parks are designed so homes face the park and that no homes back up to the park.
    d. One tot lot with a shade canopy shall be provided.
    e. Facilities for active recreation shall be provided such as multi-use diamonds, rectangular fields, or sport courts. The park site shall be designed in a manner to accommodate these fields.
    f. Shaded seating areas, such as ramadas, shall be provided.
    g. Shaded walking paths connecting the park to sidewalk shall be provided.
    h. Amenities provided for parks within age-restricted communities may be adjusted with approval of the Development Services Director or designee.

4. The Enhanced Neighborhood Parks identified in Figure 2(a) shall include the minimum amenities and design considerations for Neighborhood Park 1 and Neighborhood Park 2, and, in addition, shall include:
    a. Restrooms and
    b. Fields, such as those depicted in the conceptual park layout as shown on **Figure 2b, Figure 2c, Figure 2d, and Figure 2e**.

5. The first or second Enhanced Neighborhood Park constructed within the Project's Westside shall include at least one of the following enhanced amenities:
    a. Community center;
    b. Aquatic center;
    c. Splash pad complex; or
    d. Other amenity of similar scale.

    If the first or second Enhanced Neighborhood Park constructed within the Project's Westside that includes one of the foregoing amenities is located within an age-restricted or gated community or is not accessible to all homeowners on the Project's Westside, the third remaining Enhanced Neighborhood Park that is to be constructed shall include at least one of the foregoing amenities and such park shall be accessible to all residents within the Project's Westside that are not located within an age-restricted or gated community.

    The Enhanced Neighborhood Park constructed within the Project's Eastside shall include at least one of the following enhanced amenities:
    a. Community center;
    b. Aquatic center;
    c. Splash pad complex; or
    d. Other amenity of similar scale.

    The Enhanced Neighborhood Park constructed within the Project's Eastside shall be accessible to all residents within the Project's Eastside.

6. A 75-foot buffer shall be located on the north and south side of Waterman Wash as shown on **Figure 3**. The buffer will include a portion of the City's planned regional multi-use path system and may also include:
    a. Open space;
    b. Parks; and
    c. Streets, so long as the 34- to 36-foot minimum pathway easement is maintained.

7. An approximately 3-acre Level 2 Trailhead (T2) with a minimum 6-30 standard parking spaces, benches, drinking water, restroom, lighting, shade

structure, picnic ramada, bike racks, and signs per the City of Goodyear Parks, Recreation, Trails and Open Space Master Plan, shall be located along the north side of Waterman Wash near Rainbow Valley Road as shown on **Figure 2a, Open Space & Trails Plan**.

H. Active Adult Community Guidelines

A portion of the Project may develop as an active adult community. The location of the active adult community has not been determined. Active adult communities are defined as those whose full time residents are over a certain age threshold, consistent with state and federal fair housing laws. Age related restrictions for active adult communities will be governed by the Project's CC&Rs, and not by the City.

The following alternative land uses and development standards are allowed for any portion of the Project developed as an active adult community:

1. The Elementary school site as shown on **Figure 1, PAD Development Plan**, if deemed no longer necessary to serve the student population of the Project, may be replaced with residential uses, community centers, recreation centers, parks, and/or other forms of open space. Golf courses and/or golf clubhouses are not permitted uses within active adult communities unless the City Council, in its sole discretion, approves a rezoning application to amend the PAD to allow such uses. Development of a school site as residential shall not increase the overall maximum number of allowable residential units as shown in **Table 1, Land Use Table**.

2. Proposed parks within active adult communities may be programmed with amenities that better fit the active adult lifestyle. Alternative uses such as community centers, recreation centers, and golf courses are allowed in lieu of neighborhood parks. Community and/or recreation centers will count toward meeting the open space requirement. A maximum of 50% of the golf course may count towards the open space/park requirement within the active adult community in which it serves.

3. Active adult communities may be separated from the surrounding communities by a solid wall or view fencing and partial view fencing along significant open space corridors with the only penetrations being gated vehicular or non-vehicular access points into the Community. The Waterman Wash, regional multi-use paths, and regional trails shall not be blocked or gated from use by the general public.

4. Gated communities may be permitted, subject to the following:
    a. Alternative private streets shall be constructed as required and approved by the City.

b. Water, sewer, public utility, refuse collection, and emergency vehicle easements shall be granted over all private streets.
c. Gates shall be automated per the City Fire Department requirements.

5. A PAD amendment will be required if a golf course is included as part of the community.

4.2 Medium Density Residential (MDR) District Development Standards & Design Guidelines

A. Intent

The MDR land use districts offer a variety of housing opportunities.

B. Underlying Zoning per Table 3

- R-2
- R1-A
- R1-C
- MF-12

C. Uses

All uses shall be governed by the underlying R-2, R1-A, R1-C, and MF-12 zoning district, except as modified below:

Non-Permitted Uses:

1. Vertical apartment complex, defined as multi-story building(s) with one or more units above a ground floor unit.

Additional Principal Permitted Uses:

1. Places of Worship;
2. HOA meeting facilities;
3. Public and private recreation centers that are located on park land or HOA owned land including accessory uses such as but not limited to woodworking facilities, craft making facilities, education, auditorium(s), sport courts, swimming pools, and other analogous uses as determined by the Development Services Director or designee; and
4. Public utility facility to serve immediate area, excluding office facilities and maintenance yard.
5. All uses allowed in the Public Facilities (PFD) District of the Goodyear Zoning Ordinance. Development of such uses shall comply with the development standards applicable to the Public Facilities (PFD) District in the Goodyear Zoning Ordinance.

Additional Use Permit Uses:

1. Electrical Substations.

D. Residential Subdivision and Residential Home Design

Residential subdivision and residential home design shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code), except as modified below:

Gated communities may be permitted, subject to the following:

a. Alternative private streets shall be constructed as required and approved by the City.

b. Water, sewer, public utility, refuse collection, and emergency vehicle easements shall be granted over all private streets.
c. Gates shall be automated per the City Fire Department requirements.

For any subdivision developing under the R1-A and R1-C district shall provide one of the following elements:

a. Paving Material. Decorative surfaces (i.e. pavers or aggregate, salt finish, stamped, textured, or patterned concrete) are utilized for all horizontal paved surfaces between the house and sidewalk.
b. Detached sidewalk. A detached sidewalk will be utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant material. CC&Rs, applicable to the Property, shall require that the HOA formed for the Property maintain the landscaping within the landscape planting strip.
c. Additional streetscape elements, similar in scope and impact as the items listed above as determined by the Development Services Director or designee.

E. Freeway Overlay

Development within 500-feet of a proposed freeway corridor, including the proposed Loop 303 corridor, shall comply with the City of Goodyear Zoning Ordinance Article 9-1 (Freeway Development Overlay District), except as modified below.

a. Lots within MDR parcels shall be a minimum distance of 80 feet from the Loop 303 freeway right-of-way. This area will include a minimum 35-foot landscape tract and may include local streets as depicted on **Figure 4, Loop 303 Freeway Cross Section**.
b. Sound attenuation shall be provided in conformance with the findings of a sound study. If development is constructed prior to the freeway, ADOT will be responsible for the sound wall. If freeway is constructed prior to Project development, developer will be responsible for the sound wall.

F. Development Standards

The following development standards will apply to MDR land use districts. Applicable underlying zoning district is dependent on residential type.

TABLE 3
MDR DEVELOPMENT STANDARDS

Districts	MDR	MDR	MDR	MDR
Underlying Zoning Districts*	R2	R1-A	R1-C	MF-12
Lot Standards				
Minimum Lot Area (sq. ft,)	7,200	2,800	3,200	-
Minimum Lot Width (ft.)	72	35	40	200
Minimum Lot Depth (ft.)	100	80	80	N/A
Maximum Density (du/ac)	-	-	-	12
Building Form and Location				
Maximum Height (ft.)	30	30	30	25
Maximum Accessory Height (ft.) [7]	-	-	-	12
Maximum Building Coverage	40%	75%	60%	50%
Minimum Setbacks (ft.)				
Front	20 [1]	10 [1]	5 [1] [2]	30
Front Facing Garage	20	20	20	-
Side	5	0 [3]	0	20
Total Both Sides	15	0 [3]	10	40
Street Side [4]	20	10	10	20
Rear	20	15	15	30
Minimum Setback from single-family residential zoning (ft.)				
Building Height 20' or less	-	-	-	30
Building Height between 20' & 30'	-	-	-	50
Development Standards				
Open Space (% of net area) [5] [6]	12	15	15	-
Recreational Open Space (sq ft/du)	-	-	-	400
Private Outdoor Open Space (sq ft/du)	-	-	-	200

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

[1] Front setback shall be measured to patios, livable space, and side entry garages.

[2] Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

[3] Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

[4] Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

[5] Net area excludes Loop 303, parkway, and arterial streets.

[6] Overall open space for all parcels, excluding commercial and public facility parcels, shall exceed 20%.

[7] No building, which is accessory to any residential building, shall be erected to a height greater than twelve (12) feet unless it is within the same setback requirements as the main building, but may not exceed the height of the main building.

G. Parks, Trails, and Open Space Guidelines

Refer to section 4.1.G in this PAD for parks, trails, and open space guidelines, except for Parcel 2. Due to size and separation from the remaining Project, 75% of the required open space shall be useable open space.

H. Active Adult Community Guidelines

Refer to section 4.1.H in this PAD for active adult guidelines.

4.3 Commercial District Development Standards

A. Intent

The commercial district is designed to respond to opportunities and constraints of the site, as well as respond to demographic projections for the Community at build-out. Community Commercial District (CC) is intended to provide services to serve the Project and larger area. The permitted uses, regulations, and development standards shall be governed by C-2 of the Zoning Ordinance, except as expressly modified by this PAD.

B. Underlying Zoning

- C-2

C. Uses

All uses shall be governed by the underlying C-2 zoning district, except as modified below.

Additional Permitted Uses
1. Equipment rental and
2. Places of Worship.
3. All uses allowed in the Public Facilities (PFD) District of the Goodyear Zoning Ordinance. Development of such uses shall comply with the development standards applicable to the Public Facilities (PFD) District in the Goodyear Zoning Ordinance.

Prohibited Uses
1. Adult bookstore, adult novelty store and adult theater;
2. Pawn shop;
3. Non-Chartered financial institutions; and
4. Tattoo and body piercing studio.

D. Development Standards

The following development standards will apply to the CC land use district.

TABLE 4
CC DEVELOPMENT STANDARDS

Districts	CC
Underlying Zoning Districts*	C-2
Minimum Net Site Area	10,000
Minimum Lot Width	150'
Maximum Height	56' (2)
Maximum Building Coverage	50%
Minimum Setbacks	
Front	10'
Side	N/A (1)
Rear	N/A (1)
Street Side	10'

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

(1) Buildings adjacent to any residential use or district are subject to additional minimum building setbacks as defined in Subsection B.6 of the Goodyear Zoning Ordinance.

(2) Buildings with heights in excess of 30' shall provide 1 foot of additional setback for each foot of building height over 30'.

4.4 Open Space Development Standards

A. Intent

The principal purpose of this district is to preserve, conserve, and protect manmade open space, and recreation areas. It is intended to provide open space for a variety of uses such as conservation of a natural amenity, aesthetics, hiking, biking, and park and recreation facilities among other similar uses. This district is reserved for Waterman Wash and the Enhanced Neighborhood Parks.

B. Permitted Principal, Conditional, and Accessory Uses

The following are permitted uses.

1. Open spaces, which include retention of land in a natural state or the provision of such uses which are compatible with the natural environment such as walking and biking trails and rehabilitation of land to a more natural state.

2. Facilities, structures, and uses that are designed for park, outdoor recreation, educational and sport activities.
3. Parking areas when accessory to a principal use.

C. Development Standards

The following development standards will apply to the open space.

TABLE 5
OS DEVELOPMENT STANDARDS

Standards	OS
Minimum Net Site Area	None
Minimum Lot Width	None
Maximum Height	40'
Maximum Building Coverage	None
Minimum Setbacks	
Front	None
Side	None
Rear	None
Street Side	None

4.5 Public Facilities District (PFD) Development Standards

A. Intent

The water campus is designed to meet a public need for the surrounding community. An update to the City of Goodyear Infrastructure Water Master Plan (IWMP) is anticipated. In the event the IWMP does not locate the water campus at this location, the parcel may develop per the LDR2 development standards without requiring a PAD Amendment. The City of Goodyear PFD standards apply to this district.

B. Development Standards

The following development standards will apply to public facilities.

. TABLE 6
PFD DEVELOPMENT STANDARDS

Standards	PFD
Minimum Net Site Area	None
Minimum Lot Width	None
Maximum Height [1]	40'
Maximum Building Coverage	None
Minimum Setbacks	
Front	None
Side	None
Rear	None
Street Side	None

[1] Non-commercial and non-business wireless communications equipment shall be considered a permitted accessory use if it is located on the same property as a single structure and all antennae and towers are no greater than 35' measured from grade, or as approved by Development Services Director or designee.

5.0 Development Regulations

5.1 Development Regulations

Except as expressly modified by this PAD, the property subject to the Rainbow Valley PAD shall be developed in accordance with the requirements in the Goodyear Zoning Ordinance, including but not limited to Articles 5 – 9, the City of Goodyear Design Guidelines as may be amended by the City Council, and the Goodyear Subdivision Regulations (Chapter 15 of the City Code) in effect at the time of development.

All walls, fencing, and screen walls shall comply with Article 5-2, Walls, Fences of the Zoning Ordinance, except as modified below.

1. Walls and Fences
   a. The maximum height of any privacy wall, excluding retaining wall, shall not exceed 7 feet adjacent to collector streets and 8 feet adjacent to arterial streets, parkway, or freeway. The maximum height, inclusive of the privacy wall and any required retaining wall, shall not exceed 8 feet adjacent to collector streets and 9 feet adjacent to arterial streets, parkway, or freeway, except as outlined in 1.b. below. The rear or side yard wall on adjacent lots shall be a maximum of 6 feet as measured from the uphill lot and 8 feet, 6 inches as measured from the downhill lot. Retaining walls may be constructed with a combination of walls to a maximum height of three feet four-inches per wall as measured from adjacent finish grade to top of wall.

   b. Walls or fences within a residential or commercial district may exceed the maximum height allowed as outlined above upon a finding and approval by the City Engineer that noise mitigation is warranted. An applicant seeking such approval will submit a report providing information showing the proposed height of the wall or fence will result in the reduction of unwanted or unnecessary noise levels to a level below 65 dBA.

FIGURES

RAINBOW VALLEY

Goodyear, Arizona

Planned Area Development (PAD)

Land Use	Underlying Zoning District	Parcel	Primary Land Use	Alternate Land Use [1]	Area [2] (ac)	Maximum Units
LDR1	R1-7	12	Residential		57.5	
		14	Residential		41.1	
		21	Residential		46.3	
		22	Residential		29.3	
		29	Residential		22.7	
		30	Residential		33.0	
		31	Residential		24.6	
		37	Residential		30.4	
		Subtotal			**284.9**	
LDR2	R1-6	3	Residential		76.7	
		7	Residential		69.8	
		9	School	Community Center/LDR2	14.0	
		13	Residential		56.5	
		15	Residential		23.1	
		17	Residential		28.3	
		25	Residential		29.1	
		32	Residential		18.4	
		36	Residential		18.3	
		Subtotal			**334.2**	
LDR3	R1-4	5	Residential		91.9	
		10	Residential		67.3	
		11	Residential		36.6	
		19	Residential		71.9	
		27	Residential		32.0	
		28	Residential		21.3	
		33	Residential		22.9	
		35	Residential		23.3	
		Subtotal			**367.1**	
MDR	R-2	2	Residential		31.8	
	R1-A	4	Residential		12.4	
	R1-C	26	Residential		17.9	
	MF-12	**Subtotal**			**62.2**	
OS	N/A	8	Park		7.2	
		16	Park		11.1	
		20	Park		9.0	
		38	Park		5.8	
		23	Waterman Wash		31.7	
		24	Waterman Wash		54.4	
		34	OS		3.4	
		Subtotal			**122.6**	
Residential Subtotal					**1,171.0**	**4,121**
CC	C-2	1a	Commercial		28.4	-
		1b	Commercial		0.9	
		6	Commercial		13.0	
		Subtotal			**42.2**	-
PFD	PFD	18	Water Campus [4]	LDR2 Residential	6.0	-
		Subtotal			**6.0**	-
Other	N/A	-	Parkway/Arterial [3]		56.3	-
		-	303 Freeway	LDR3, MDR, CC	43.7	-
		Subtotal			**100.0**	-
Grand Total					**1,319.2**	**4,121**

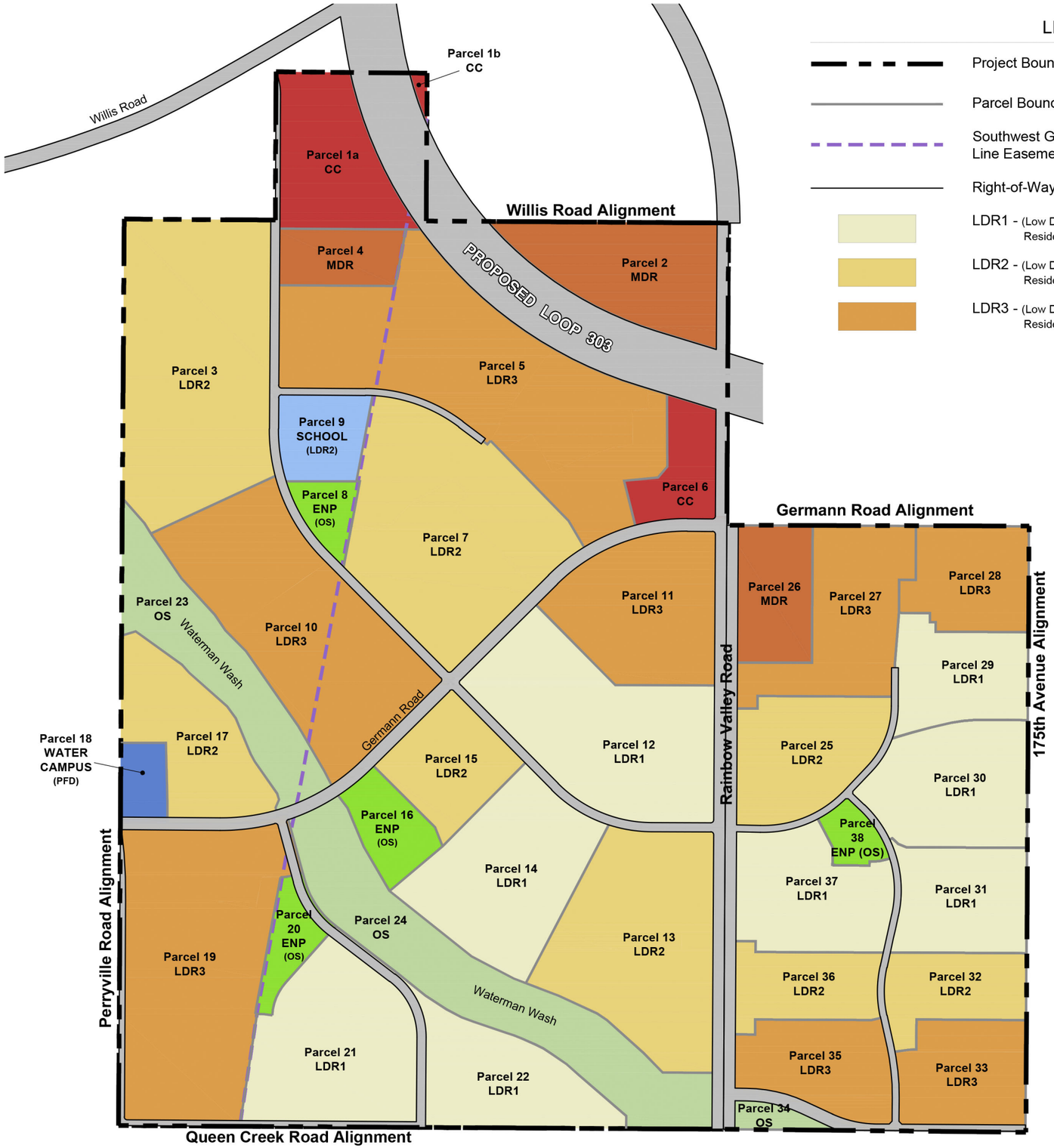
Footnotes:

[1] In the event the primary land use is not needed, the alternate land use will be applied.

[2] All acreage is approximate. Subtotals and totals may not exactly add up due to rounding.

[3] Areas include Rainbow Valley Road (100'/200'), Queen Creek Road (55'/110'), Perryville Road (55'), and Germann Road (110').

[4] If high levels of TDS are discovered following development and testing of future well(s), the water campus footprint will be expanded into Parcel 17 to include TDS treatment equipment and drying beds. Water campus site will include odor easements, if determined to be necessary.



LEGEND

- Project Boundary
- Parcel Boundary
- Southwest Gas Line Easement
- Right-of-Way
- LDR1 - (Low Density Residential 1)
- LDR2 - (Low Density Residential 2)
- LDR3 - (Low Density Residential 3)
- MDR - (Medium Density Residential)
- CC - (Community Commercial)
- Elementary School - (LDR2)
- Water Campus - (PFD)
- ENP - (OS)
- OS - (Waterman Wash)

North

Scale: 1"= 1,000'

Figure 1

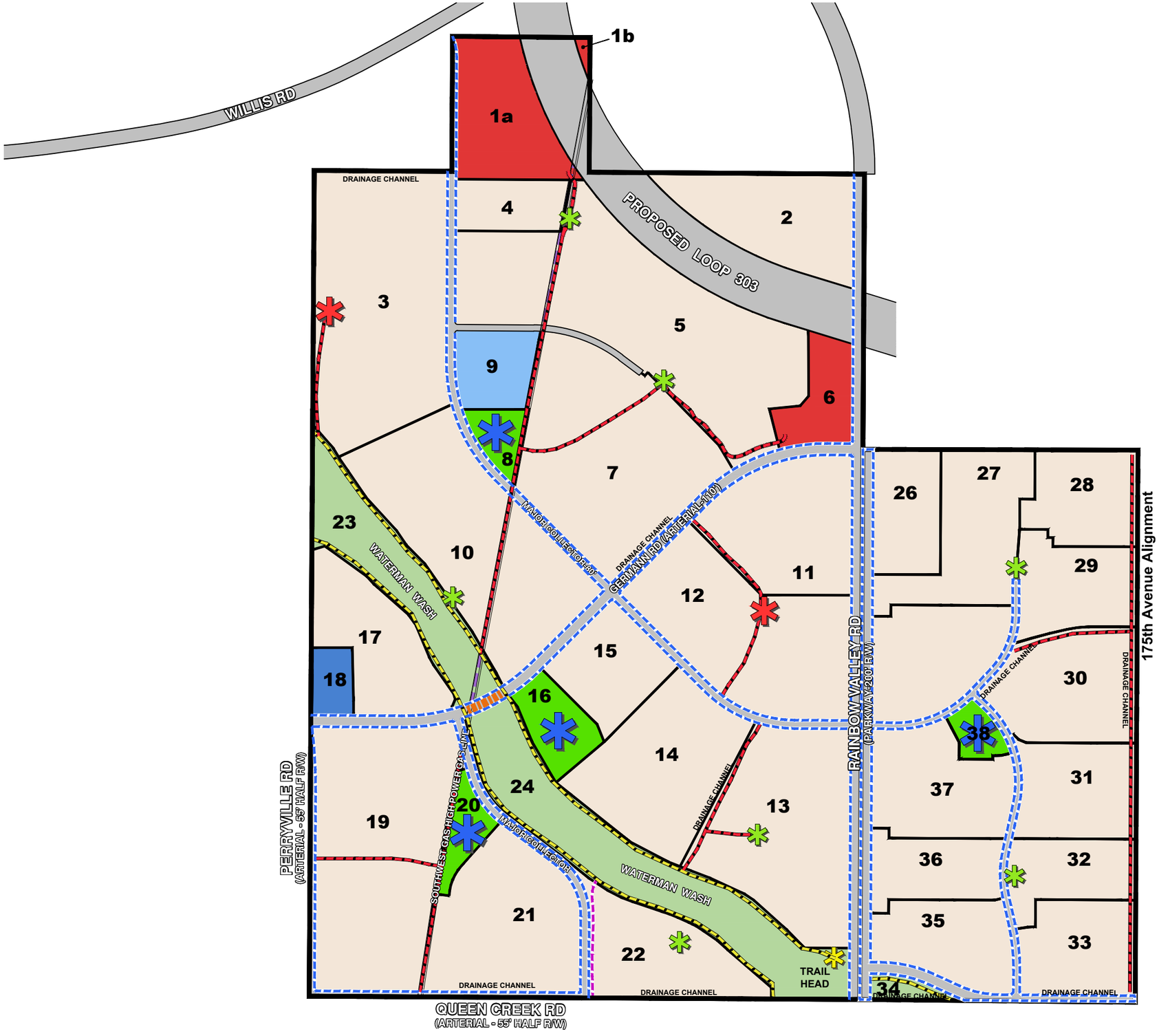
PAD Development Plan

AUGUST 2021

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



LEGEND

- Project Boundary
- Parcel Boundary
- T2 Trailhead
- Project Path
- Regional Multi-use Path
- Bike Lane
- Regional Trail
- Enhanced Neighborhood Park (5+ ac)
- Neighborhood Park 2 (5+ ac)
- Neighborhood Park 1 (2-5 ac)
- Grade Seperated Crossing

Greenbelt Parks (not shown) add a variety of landscape features along trails and street frontage sidewalks.

NOTES

1. Conceptual Open Space Plan as shown is subject to change as long as changes conform to PAD.
2. Park concepts shown on Figures 7b,7c,7d,7e,7f & 7g

North

Scale: 1"= 1,000'

Figure 2a

Open Space & Trails Plan

AUGUST 2021

HILGARTWILSON
ENGINEERS | PLANNERS | SURVEYORS | MANAGERS

The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK # 1

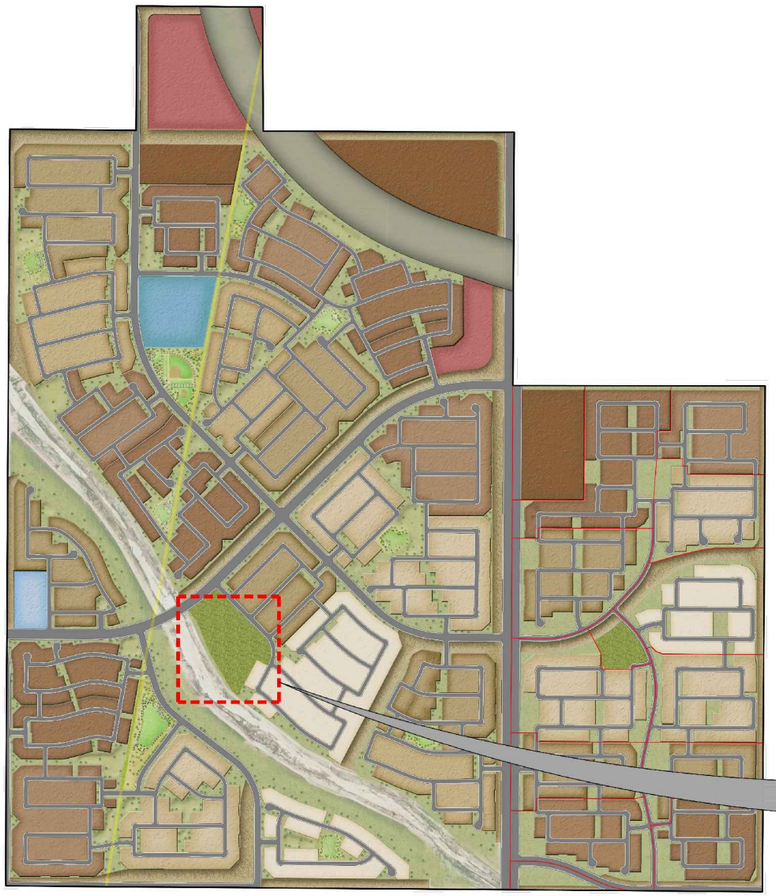
AUGUST 2021

SCALE: 1"=40'-0"

0' 40' 80' 120'

NORTH

FIGURE 2B



The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK #2

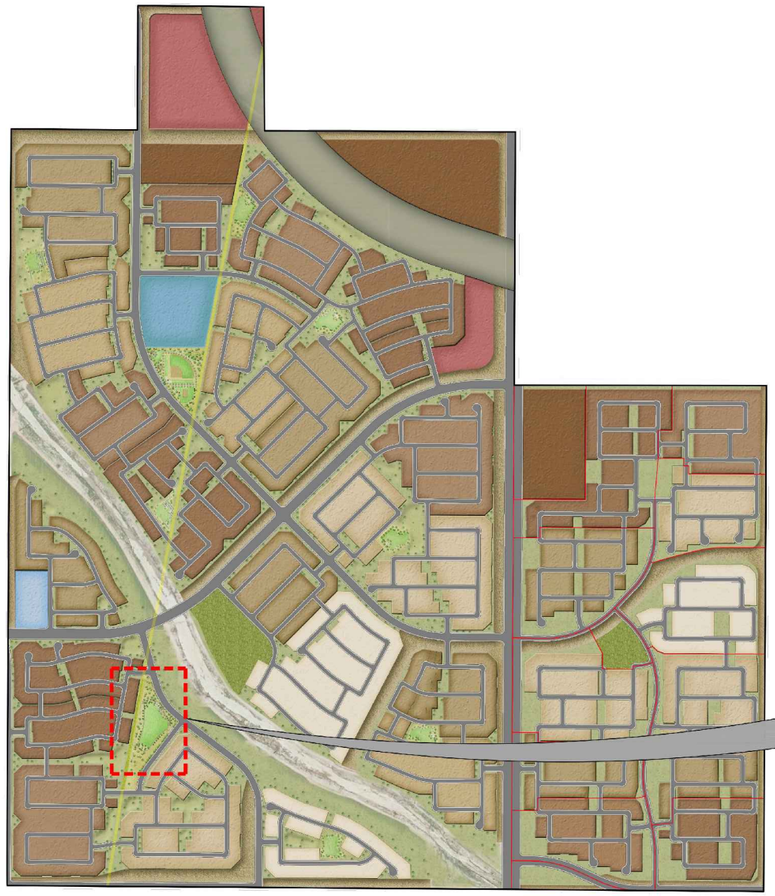
AUGUST 2021

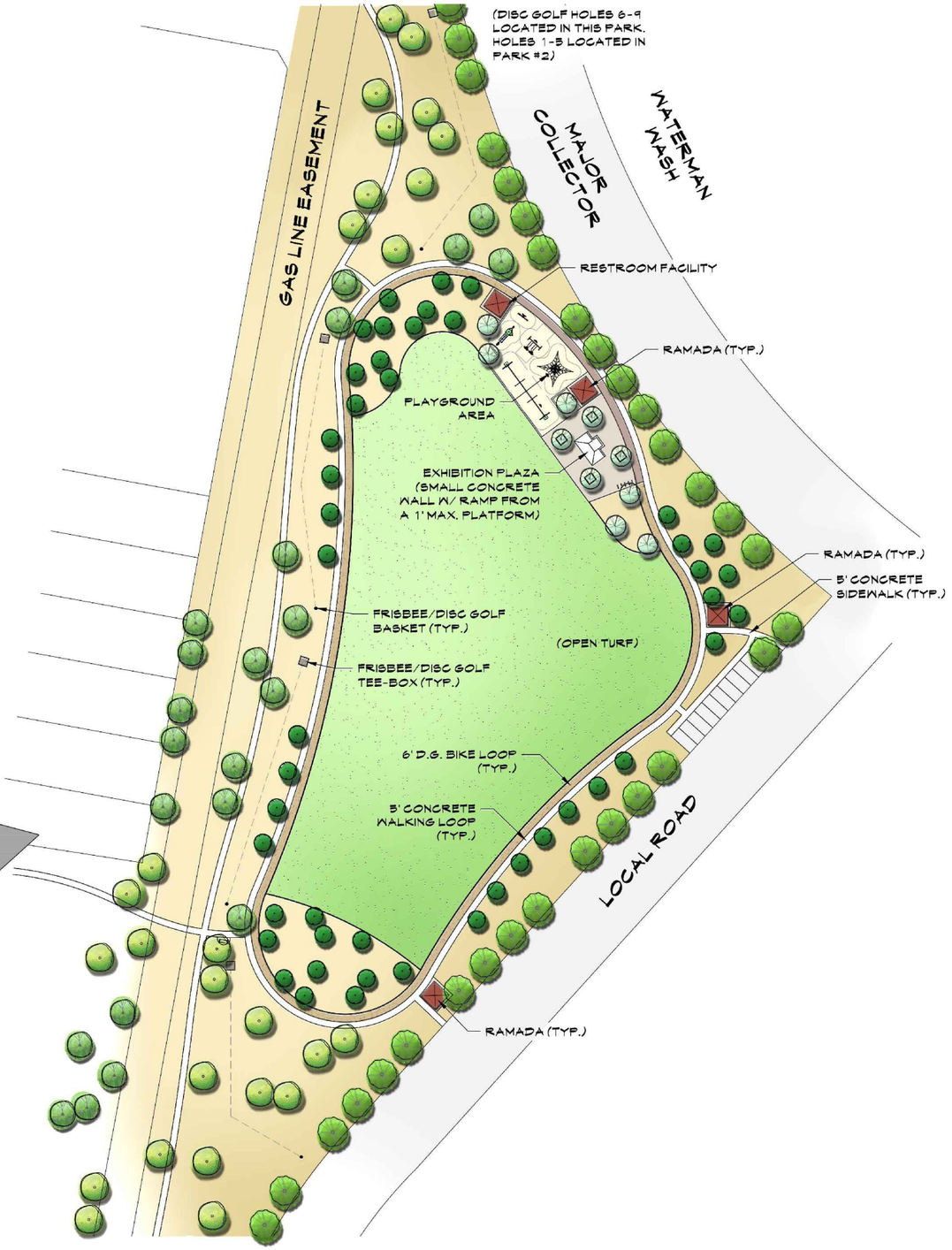
SCALE: 1"=50'-0"

0' 25' 50' 100' 150'

NORTH

FIGURE 2C





The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK #3

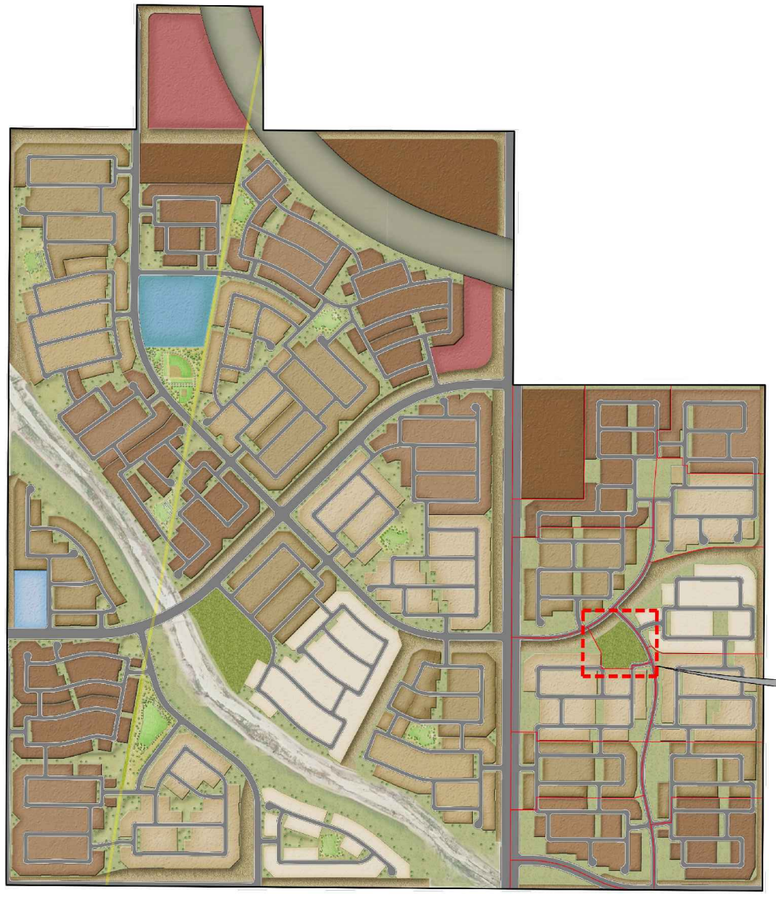
AUGUST 2021

SCALE: 1"=50'-0"

0' 25' 50' 100' 150'

NORTH

FIGURE 2D



The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK #4

AUGUST 2021

SCALE: 1"=50'-0"

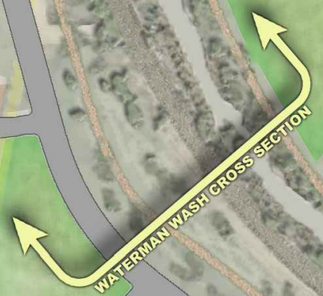
0' 25' 50' 100' 150'

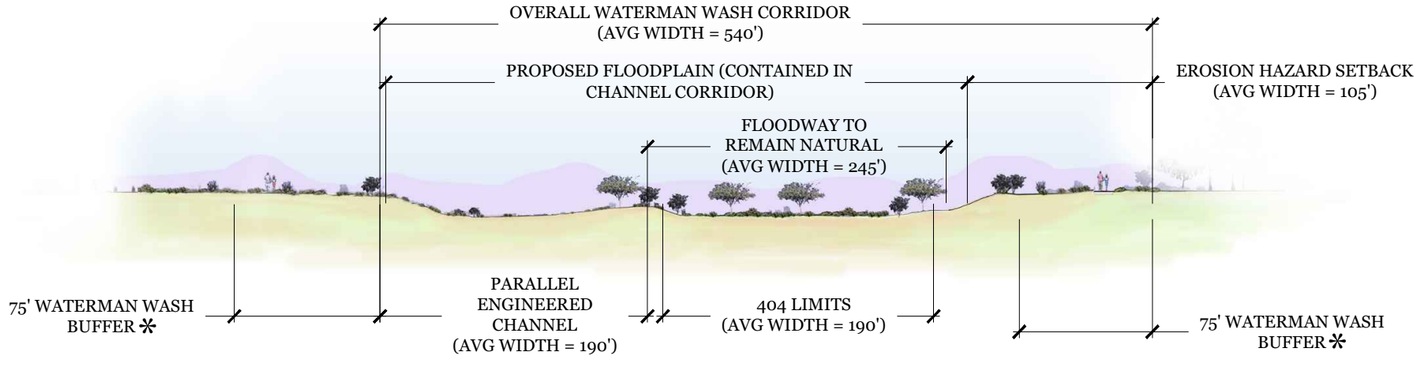
NORTH

FIGURE 2E

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)





✲ BUFFER MAY INCLUDE:
- TRAILS
- OPEN SPACE & PARKS
- STREETS

NOTES

This exhibit is conceptual in nature. Final design to be determined at time of construction documents, as long as changes meet PAD requirements.

North

Not to Scale

Figure 3

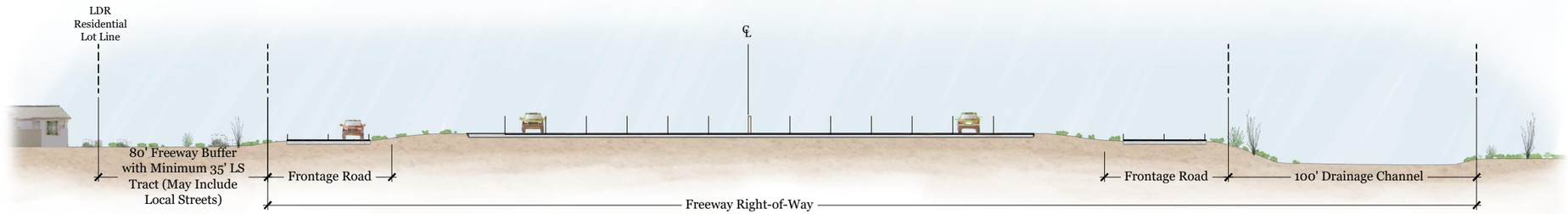
Waterman Wash Cross Section

AUGUST 2021

HILGARTWILSON
ENGINEERS | PLAN | SURVEY | MANAGE

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



Freeway

Loop 303 (Looking Northwest)
Based on Typical cross-section per ADOT, Location/
Design concept report dated June 2018 for Loop 303 from
I-10 to SR-30

Not to Scale

Figure 4
Loop 303 Freeway
Cross Section

AUGUST 2021

HILGARTWILSON
ENGINEERS | PLANNERS | SURVEYORS | MANAGERS

ORDINANCE NO. 2021-1507

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 1,319.2 ACRES GENERALLY LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES.

WHEREAS, this ordinance applies to approximately 1,319.2 acres located along Rainbow Valley Road from the Willis Road alignment to Queen Creek Road particularly described in that certain document entitled "Legal Description – Rainbow Valley" declared a Public Record by Resolution No. 2021-2168, and which is referred to and made a part hereof as if fully set forth herein (the "Property"); and

WHEREAS, the General Plan Land Use Plan designated the Property as 'Neighborhoods' and the 'Neighborhoods' land use category provides areas for the growth and development of neighborhoods with a wide range of densities and housing types; and

WHEREAS, on October 22, 2018, the Goodyear City Council adopted Ordinance No. 2018-1409, rezoning 999.3 acres of the Property from the Agricultural Urban (AU) Zoning District to the Final Planned Area Development (PAD) Zoning District and adopting the Rainbow Valley PAD Development Standards Book, dated August 2018, which provided for the development of a mixed-use project known as "Rainbow Valley," which, at full build out, was expected to result in the development of approximately 2,900 residential dwelling units, commercial uses and other limited non-residential uses; and

WHEREAS, approximately 319.9 acres of the Property, which is located east of Rainbow Valley Road between Germann and Queen Creek Roads, is currently zoned Agricultural Urban (AU) Zoning District; and

WHEREAS, an application was submitted seeking to rezone the approximately 319.9 acres of the Property located east of Rainbow Valley Road between Germann and Queen Creek Roads, to incorporate it into the the Rainbow Valley development to create an approximately 1,319.2 acre development, which at full build-out is expected to to result in a development of a maximum of 4,121 residential dwelling units, commercial ues and other limited non-residential uses; and

WHEREAS, the Property is not contiguous to existing City infrastructure or existing development; is not currently served by City water or wastewater facilities; and is not located within the City's Designation of Assured Water Supply; and

WHEREAS, the availability of water and wastewater services to the Property is a health and safety issue and is a critical consideration for the City in the entitlement process; and

WHEREAS, existing transportation infrastructure linking the Property to the currently developed part of the City and/or to other nearby cities and towns is minimal and insufficient to accommodate the transportation demands that will be generated by the eventual development of the Property; and

WHEREAS, ensuring connectivity between the Property and the developed areas within the City and ensuring future residents within the Property are not cut off from the existing developed areas of the City by the Waterman Wash, which runs through the Property, during storm events are health safety issues and are critical considerations for the City in the entitlement process; and

WHEREAS, parks, open space and recreation facilities are a vital component of enhancing the quality of life for the City's residents, and providing for the timely development of parks, open space and recreational amenities within the Property is an important consideration for the City in the entitlement process; and

WHEREAS, although the City anticipates that the Property will be fully served by a fire station at Willis Road and Estrella Parkway (the "Estrella Fire Station" or "Fire Station 186 actual development of the Property and surrounding area could result in response times being at unacceptable levels triggering the need for an additional fire station; and

WHEREAS, the Estrella Fire Station, is being funded in part pursuant to an agreement with two property owners that includes terms regarding contributions from other properties that will be served by the fire station; and

WHEREAS, the ability of the City to provide police and fire services to the Property within the City's desired response time goals, including having adequate secondary access routes, is a health and safety issue and a critical consideration for the City in the entitlement process; and the policy of the City's General Plan is that new development was required to pay for the additional service demands it generates, i.e. growth pays for growth, and Owner shall be responsible for all costs associated with design, construction of infrastructure identified by the City as being needed to serve the Property, including acquisition of property needed for such infrastructure; and

WHEREAS, the policy of the City's General Plan is that new development was required to pay for the additional service demands it generates, i.e. growth pays for growth, and Owner shall be responsible for all costs associated with design, construction of infrastructure identified by the City as being needed to serve the Property, including acquisition of property needed for such infrastructure; and

WHEREAS, on October 22, 2018, the Goodyear City Council passed and adopted Resoltuion 2018-1908 approving and authorizing the execution of the document titled Development Agreement, which agreement was amended by that certain document titled First Amendment to Development Agreement for Rainbow Valley passed and adopted by the Goodyear City Council on October 28, 2019 by Resolution 2019-2009 (collectively the "Rainbow Valley Development Agreement"); and

WHEREAS, the Rainbow Valley Development Agreement addressed Property owner's responsibilities for certain infrastructure improvements required in connection with the development of the approximately 999.3 acres of the Property rezoned by Ordinance No. 2018-1409, including responsibilities for providing a water supply; the design and construction of water and sewer infrastructure improvements; the design and construction of transportation related improvements to provide connectivity to the developed areas of city and secondary acess to the 999.3 acres of the Property; financial contributions and infrastructure needed for the city to provide fire services; and open space and park related improvements; and

WHEREAS, because the development of the additional approximately 319.9 acres as part of the Rainbow Valley PAD presents the same concerns as the development of the 999.3 acres of the Property rezoned by Ordinance No. 2018-1409, the Rainbow Valley Development Agreement needs to be amended and restated to apply to the entire 1312.2 acres that will be included wthin the Rainbow Valley PAD upon the effective date of this Ordinance and to be modified as needed because of the inclusion of this additional approximately 319.9 acres in the Rainbow Valley PAD; and

WHEREAS, an Amended and Restated Development Agreement for Rainbow Valley is being presented to the Goodyear City Council concurrently with this Ordinance and this Ordinance shall not become effective until the resolution seeking approval of the Amended and Restated Development Agreement for Rainbow Valley is effective; and

WHEREAS, the proposed zoning is in conformance with the General Plan and should not adversely impact the surrounding area; and

WHEREAS, an alternative citizen review process was conducted for this proposal due to the city of Goodyear Emergency Declaration in Response to Coronavirus and notice of the application was provided to property owners within 500 feet of the property at least 35 calendar days prior to public hearing to provide ample opportunity for input prior to noticing the public hearing itself. The notice was mailed on April 9, 2021; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on August 11, 2021 appeared in the Arizona Republic Southwest Valley Edition July 23, 2021; postcards were mailed to adjoining owners on July 1, 2021; and a sign was posted on the site on June 15, 2021; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 11, 2021 to consider the rezoning of the property to Planned Area Development subject to stipulations and the Commission voted (5-0) to recommend approval of the proposed rezoning; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on August 23, 2021 appeared in the Arizona Republic Southwest Valley Edition July 23, 2021; postcards were mailed to adjoining owners on July 1, 2021; and a sign was posted on the site on June 15, 2021; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this ordinance to be in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. DESCRIPTION OF THE PROPERTY WITHIN REZONE

This Ordinance No. 2021-1507 applies to approximately 1,319.2 acres of land in Goodyear, Maricopa County, Arizona, generally along Rainbow Valley Road between the Willis Road alignment and Queen Creek Road as depicted on that certain document titled "Official Supplementary Zoning Map No. 20-06A City of Goodyear, AZ – Rezone Case" and as legally described in that certain document titled "Legal Description – Rainbow Valley," both documents having been declared public records by Resolution No. 2021-2168 and which are referred to and made a part hereof as if fully set forth herein (the "Property").

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. REZONING

The Property is conditionally rezoning from Planned Area Development (PAD) and Agricultural Urban (AU) Zoning Districts to Planned Area Devlelopment (PAD) Zoning District, by the adoption herein of that certain document titled, "Rainbow Valley 1st Amended PAD (August 2021)," which document was declared a public record by Resolution No. 2021-2168, three copies of which are on file with the City Clerk of the City of Goodyear, Arizona and which is referred to, and is adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 4. STIPULATIONS

The rezoning and development of the Property is subject to the following stipulations and conditions:

1. Except as modified by the following stipulations and conditions of approval set forth herein, development of the Property shall be in compliance with the Rainbow Valley 1st Amended PAD (August 2021) which document was declared a public record by Resolution No. 2021-2168 and which is referred to, adopted, and made a part hereof as is fully set forth in this ordinance;
2. Excep as modified by the stipulations and conditions set forth herein, development of the Property shall comply with the terms and conditions set forth in that certain Amended and Restated Development Agreement

for Rainbow Valley adopted by the Mayor and Council of the City of Goodyear by Resolution 2021-2175, as it may be amended and/or restated from time to time (hereinafter the "Rainbow Valley DA");

3. The Director of Development Services and/or the City Engineer may withhold building permits, construction permits and/or certificates of occupancy for development within the Property in the event of a failure to comply with the terms and conditions of the Rainbow Valley DA or the stipulations and conditions set forth herein;

4. Approval of the rezoning does not constitute approval of the site plan or a plat. All future development will be subject to site plan review and approval or plat review and approval, at which time all elements of site development will be reviewed, including, but not linited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation;

5. The owner(s) of the Property (the "Property Owner") shall, at no cost to the City, convey all rights-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, the City of Goodyear's Engineering Design Standards and Policies, and the stipulations and conditions set forth in this Ordinance 2021-1507; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this Ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made at the earlier of the following: (i) prior to or concurrent with recordation of a final plat that includes the area in which the portion of the Property to be dedicated is located or (ii) prior to the issuance of any construction permit, including

grading permits, for work of any public infrastructure Owner/Developer is required to construct;

6. In addition to constructing street improvements for streets that are not within or adjacent to Property as identified in the Rainbow Valley DA, Property Owner is responsible for constructing or causing the construction of full half-street improvements within alignments of sections of streets within and adjacent to the Property as required in applicable Development Regulations in effect at the time of development. If the Property is adjacent to both sides of a street, Property Owner is responsible for constructing or causing the construction of full street (both sides) improvements (i.e. full street improvements are required to be constructed for the section of Rainbow Valley Road between Germann Road and the southern boundary of the Property. The streets Property Owner is responsible for constructing or causing to be constructed, in addition to those addressed in the Rainbow Valley DA, include, but are not limited to the sections of Queen Creek Road, and Perryville Road that are to be located adjacent to the Property. Except as otherwise provided herein or unless modified by a development agreement approved by the Goodyear City Council, the improvements that are to be constructed shall be those improvements required in the City of Goodyear Engineering Design Standards and Policies for the applicable street classification, and the improvements shall be constructed in accordance with the prevailing Engineering Design Standards at the time the improvement plans are reviewed and approved by the City Engineer, or his designee.

7. If a street Property Owner is required to construct requires a median and median landscaping, Property Owner shall construct such improvements except as provided herein. At the request of the City Engineer or as otherwise provided in a development agreement approved by the Goodyear City Council, Property Owner shall, in lieu of installing required median improvements, including median landscaping, within any street the Property Owner is required to construct, submit a payment for one-half the cost of the median improvements. The in-lieu payment shall be based upon an engineering estimate of the construction costs approved by the City Engineer, or his designee, prior to recordation of the associated final plat that triggers the requirement for the construction of such street; and

8. Property Owner is responsible for traffic signals required at intersections adjacent to the Property identified herein and for additional traffic signals at intersections adjacent to the Property identified in an approved Traffic Impact Analysis/Study as being needed as a result of the development of the Property. Property Owner shall, at the direction of the Goodyear City Engineer or his/her designee construct these signals or pay to the City of Goodyear a proportionate share of the costs of such

signals. The traffic signals for which Property Owner is responsible include, but are not limied to:

a. Intersection of Rainbow Valley Road and Germann Road

b. Intersection of Perryville Road and Queen Creek Road

c. Intersection of Perryville Road and Germann Road

9. Except as otherwise modified herein or by a development agreement approved by the Goodyear City Council or by a written phasing plan approved by the City Engineer or his/her designee, the traffic signals Property Owner is required to construct shall be constructed with the construction of any street improvements adjacent to any corner of an intersection where the traffic signal is to be constructed. If the timing of the obligations for the construction of any required traffic signal is is modified by development agreement or by a written phasing plan approved by the City Engineer, the traffic signal shall be constructed in accordance with the terms of the development agreement and/or the approved phasing plan.

10. If the City Engineer or his/her designee requires an in-lieu payment for a proportionate share of the cost of a traffic signal for which Property Owner is responsible, the in lieu payment shall be made prior to the recordation of any final plat that triggers the requirement for the construction of any street improvements adjacent to any corner of an intersection where the traffic signal is to be be constructed except as modified herein or by a development agreement approved by the Goodyear City Council or a written phasing plan approved by the City Engineer or his/her designee. If the timing of the obligations for the payment of any required in-lieu payment is modified by development agreement or by a written phasing plan approved by the City Engineer, the in-lieu payment shall be constructed in accordance with the terms of the development agreement and/or written phasing plan. The in-lieu payment shall be calculated using the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee and Property Owner shall be responsible for a percentage of the full cost of a traffic signal for each leg of the signal located adjacent to the Property. For instance, if an in-lieu payment were required for the traffic signal at the intersection of Rainbow Valley, and Germann Road, Property Owner will be responsible for 75% of the cost of the traffic signal because will be a four-way intersection with signal improvements on each corner and three (3) of the corners of the intersections are adjacent to the Property. For the intersections identified in Stipulation 8 above, the Property Owner's proportionate share is as follows:

a. 75% Intersection of Rainbow Valley Road and Germann Road

b. 25% Intersection of Perryville Road and Queen Creek Road

c. 50% Intersection of Perryville Road and Germann Road

11. Property Owner shall construct a "high and dry" culvert and/or bridge crossing over the Waterman Wash within the Germann Road alignment, which shall be designed to exceed the base flood elevation with appropriate freeboard for a 100-year storm event. If the base flood elevation has not been established, Property Owner shall be responsible for preparing the reports, subject to the approval of the City Engineer or his/her designee, necessary to establish the base flood elevation for a 100-year storm event. The crossing referred to herein shall have sufficient traffic lanes to serve the estimated demands generated by the Property, which shall be determined in a City approved Traffic Impact Analysis but which shall have a minimum of two lanes. The crossing referred to herein shall be constructed and completed prior to the issuance of any building permits for vertical construction (including but not limited to building permits for model homes) south of the Waterman Wash;

12. The T-2 Trailhead reflected in the Rainbow Valley Open Space and Trails Plan of the Rainbow Valley 1st Amended PAD (August 2021) shall be located outside of the flood plain and outside of Waterman Wash somewhere within Parcel 13 and shall be located so as to provide full and safe vehicular access into T-2 Trailhead Site off of Rainbow Valley Road;

13. The Regional Multi-Use Paths located along the north and south sides of the portions of Waterman Wash located within the Property and the Regional Trail located adjacent to the western boundary of Parcel 22, which provides the property south of the Property access to the Regional Multi-Use Paths, as depicted in the Rainbow Valley Open Space and Trails Plan of the Rainbow Valley 1st Amended PAD (August 2021) shall be designed and constructed in conformance with the recommended guidelines for Paths in the Goodyear Path/Trail System Design Guidelines attached as an appendix to the Goodyear Parks Master Plan in effect at the time of development

14. All crossings over the Waterman Wash that cross over the Regional Multi-Use Paths shall be designed and constructed in conformance with the recommended guidelines for Paths in the Goodyear Path/Trail System Design Guidelines attached as an appendix to the Goodyear Parks Master Plan in effect at the time of development;

15. Except as otherwise provided in the Rainbow Valley DA, all public infrastructure improvements required to be designed, constructed, and/or installed in connection with the development of the Property shall be designed and constructed in accordance with applicable Development Regulations in effect when such infrastructure is constructed;

16. The following information shall be disclosed in the Public Sales Report and by note on the final plat, and shall be provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: "Rainbow Valley is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses";

17. Except for the the growing of alfalfa, the growing of crops on the subject property within 50 feet of any occupied residential dwelling is prohibited. Agricultural composting is prohibited anywhere on the Property; and

18. Property Owner shall establish a homeowners association (HOA) for the residential parcels within the Rainbow Valley PAD, with said HOA owning and maintaining all private open space areas, private trails, and other private community amenities within the residential parcels, and maintaining all arterial and collector road rights-of-way landscaping abutting or within the residential parcels except for arterial median landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these private tracts and public rights-of-way landscaping; and

19. The maximum number of residential dwelling units that can be developed within the Property is 4,121.

SECTION 5. AMENDMENT TO THE ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided for herein by the adoption of the "Official Supplementary Zoning Map No. 20-06A City of Goodyear, AZ – Rezone Case" declared a public record by Resolution No. 2021-2168, three copies of which are on file with the City Clerk of the City of Goodyear, Arizona and which is referred to and made a part hereof as if fully set forth in this Ordinance, and the "Official Supplementary Zoning Map No. 20-06A City of Goodyear, AZ – Rezone Case" shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 6. ABRIDGEMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the city of Goodyear.

SECTION 7. CORRECTIONS

The Zoning Administrator, the City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors,

references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 8. SEVERABILITY

If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective at the later of the following: thirty days after its adoption by the Goodyear City Council or the date Resolution 2021-2175 approving and adopting the Amended and Restated Development Agreement for Rainbow Valley becomes effective.

SECTION 10. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2021-1507 is a true, correct and accurate copy of Ordinance No. 2021-1507, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said ordinance.

Given under my hand and sealed this _____day of _____, 20____.

_____

seal City Clerk

RESOLUTION NO. 2021-2175

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; DIRECTING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO TAKE ALL ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, and Tonto Corp., a Nevada corporation own approximately 1,320 acres of land generally located at the northwest and northeast corners of the W. Queen Creek Road alignment and Rainbow Valley Road commonly known as Rainbow Valley (the "Property"); and

WHEREAS, on October 22, 2018 the Mayor and Council of the City of Goodyear adopted Ordinance 2018-1409, conditionally rezoning 1000 acres of the 1,320 acres generally located at the northwest corner of the W. Queen Creek Road alignment and Rainbow Valley Road, from the Agricultural and Agricultural Urban zoning districts, to the Final Planned Area Development zoning district, by the adoption of the Rainbow Valley PAD Development Standards Book, dated August 2018, which provided for the development of a mixed-use project known as "Rainbow Valley" that at full build-out was expected to result in the development of approximately 2900 residential dwelling units, commercial uses and non-residential uses; and

WHEREAS, the Property is not contiguous to existing City infrastructure or existing development; and

WHEREAS, the existing transportation infrastructure linking the Property to the currently developed part of the City, and/or to other nearby cities and towns, is minimal and may be insufficient to accommodate the transportation demands that will be generated by the eventual development of the Property; and

WHEREAS, a portion of Waterman Wash runs through the Property creating the potential that the portion of the Property south of the wash will be cut-off from the remainder of the City in the event of a storm event that causes the wash to flow; and

WHEREAS, ensuring that future residents of the Property are not cut-off from the remainder of the city by flows through Waterman Wash and ensuring connectivity between the Property and the developed areas within the City so that future residents within the Property have access to health care and the basic necessities are health and safety concerns; and

WHEREAS, the Property is not currently served by City water or wastewater facilities, and it is not located with the City's Designation of Assured Water Supply; and

WHEREAS, ensuring the availability of water and wastewater services to the Property is a health and safety issue; and

WHEREAS, the City is in the process of designing and constructing a new fire station at Willis Road and Estrella Parkway (the "Estrella Fire Station"), which is being funded in part pursuant to an agreement with two property owners, which agreement includes terms regarding contributions from other properties that will be served by the fire station; and

WHEREAS, the Property will be served by the Estrella Fire Station; and

WHEREAS, although the Owner and City anticipate that the Property will be fully served by the Estrella Fire Station, actual development of the Property and surrounding area could result in response times being at unacceptable levels triggering the need for an additional fire station; and

WHEREAS, the ability of the City to provide police and fire services to the Property within the City's desired response time goals, including having adequate secondary access routes, is a health and safety issue and a critical consideration for the City in the entitlement process; and

WHEREAS, the development of the Waterman Wash as a regional recreation trail amenity identified in the 2014 Parks, Recreation, Trails and Open Space Master Plan is an integral part of the Project; and

WHEREAS, the Project contemplates the construction of three "Enhanced Parks" for the benefit of the residents of the Property; and

WHEREAS, parks, open space and recreation facilities are a vital component of enhancing the quality of life for the City's residents, and providing for the timely development of parks, open space and recreational amenities within the Property is an important consideration for the City in the entitlement process; and

WHEREAS, the policy of the City of Goodyear General Plan is that new development is required to pay for the additional service demands it generates, i.e. growth pays for growth; and

WHEREAS, to provide for the health, safety and welfare of the future residents and to satisfy the policy of the City of Goodyear General Plan that growth pays for growth, in conjunction with the adoption of Ordinance 2018-1409, the Goodyear City Council adopted that certain Development Agreement for Rainbow Valley entered into by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, and the City of Goodyear, an Arizona municipal corporation approved on October 22, 2018 by Resolution 2018-1908 and recorded as Instrument No. 2018-0796627 in the official records of Maricopa County, State of Arizona and as amended by that certain First Amendment to Development Agreement for Rainbow Valley approved on October 28, 2019 by Resolution 2019-2009 and recorded as Instrument No. 2019-0878190 in the official records of Maricopa County, State of Arizona (the "Initial Rainbow Valley Development Agreement") that applied to the development of the approximate 1000 acres of the Property that was rezoned by Ordinance 2018-1409; and

WHEREAS, under the terms of the Initial Development Agreement, the development of the Property will require contributions toward the costs associated with the construction and operation of the Estrella Fire Station, the construction of all infrastructure improvements necessary for the City to provide City services to the Property, including, wastewater treatment and distribution facilities; water treatment and distribution facilities, water campuses, and well fields; reclaimed water facilities; transportation infrastructure, including an all-weather crossing over the portion of the Waterman Wash running through the Property, that will accommodate a 100-year storm event according to applicable standards; and, if certain triggers are met, the development of a second fire station; and

WHEREAS, on August 23, 2021, the Mayor and Council of the City of Goodyear adopted Ordinance 2021-1507 conditionally rezoning the portion of the Rainbow Valley property zoned by Ordinance 2018-1409 and conditionally rezoning 320 acres of the Property generally located at the northeast corner of the W. Queen Creek Road alignment and Rainbow Valley Road, to the Final PAD Zoning District by the adoption of the Rainbow Valley 1st Amended PAD (May 2021), which provided for the development of a mixed-use project known as "Rainbow Valley" that at full build-out is expected to result in the development of approximately 4,121 residential dwelling units, commercial uses and non-residential uses; and

WHEREAS, to provide for the health, safety and welfare of the future residents and to satisfy the policy of the City of Goodyear General Plan that growth pays for growth, the Initial Development Agreement needs to be replaced with an amended and restated development agreement that applies to the entire Property and that has been modified as needed to address infrastructure requirements in the Initial Development Agreement impacted by the inclusion of the additional 320 acres; and

WHEREAS, this Amended and Restated Development Agreement for Rainbow Valley modifies the infrastructure requirements in the Initial Development Agreement to incorporate changes needed because of the inclusion of the additional 320 acres included within the Amended Rainbow Valley PAD adopted by Ordinance 2021-1507; and

WHEREAS, Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9- 500.05.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Amended & Restated Development Agreement for Rainbow Valley to be in the best interests of the City of Goodyear and hereby approve the Development Agreement for Rainbow Valley attached hereto as Exhibit A and incorporated herein by this reference, which is intended to be a development agreement pursuant to A.R.S. 9-500.05; and

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Rainbow Valley; and

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution, the terms of the Development Agreement for Rainbow Valley; and

SECTION 4. This Resolution shall become effective upon its passage and adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 'A'

Amended & Restated Development Agreement for Rainbow Valley

(On the following pages)

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
Office of the City Clerk
190 North Litchfield Rd.
Goodyear, Arizona 85338

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY

This Amended and Restated Development Agreement for Rainbow Valley is entered into by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City of Goodyear, an Arizona municipal corporation.

RECITALS

A. WHEREAS, Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, and Tonto Corp., a Nevada corporation own approximately 1,320 acres of land generally located at the northwest and northeast corners of the W. Queen Creek Road alignment and Rainbow Valley Road commonly known as Rainbow Valley.

B. WHEREAS, on October 22, 2018 the Mayor and Council of the City of Goodyear adopted Ordinance 2018-1409, conditionally rezoning 1000 acres of the 1,320 acres generally located at the northwest corner of the W. Queen Creek Road alignment and Rainbow Valley Road, from the Agricultural and Agricultural Urban zoning districts, to the Final Planned Area Development zoning district, by the adoption of the Rainbow Valley PAD Development Standards Book, dated August 2018, which provided for the development of a mixed-use project known as "Rainbow Valley" that at full build-out was expected to result in the development of approximately 2900 residential dwelling units, commercial uses and non-residential uses.

C. WHEREAS, the development of the 1000 acres zoned by Ordinance 2018-1409 is subject to that certain Development Agreement for Rainbow Valley entered into by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, and the City of Goodyear, an Arizona municipal corporation approved on October 22, 2018 by Resolution 2018-1908 and recorded as Instrument No. 2018-0796627 in the official records of Maricopa County, State of Arizona and as amended by that certain First Amendment to Development Agreement for Rainbow Valley approved on October 28, 2019 by Resolution 2019-2009 and recorded as

Instrument No. 2019-0878190 in the official records of Maricopa County, State of Arizona (the "Initial Rainbow Valley Development Agreement").

D. WHEREAS, on or about August 23, 2021, the Mayor and Council of the City of Goodyear adopted Ordinance 2021-1507 conditionally rezoning the portion of the Rainbow Valley property zoned by Ordinance 2018-1409 and conditionally rezoning 320 acres of the Property generally located at the northeast corner of the W. Queen Creek Road alignment and Rainbow Valley Road, to the Final PAD Zoning District by the adoption of the Rainbow Valley 1st Amended PAD (May 2021), which provided for the development of a mixed-use project known as "Rainbow Valley" that at full build-out is expected to result in the development of approximately 4,121 residential dwelling units, commercial uses and non-residential uses.

E. WHEREAS, Owner desires to continue to operate and use the Property for the existing agriculture and farming purposes and will cease such uses on each portion of the Property that is included within a recorded final plat and a permit has been issued for work within the plat boundaries or that is included within an approved site plan and a permit has been issued for work within the approved site plan area.

F. WHEREAS, the Project is envisioned to be a premier master-planned community with a diversity of residential product types, commercial, shopping and retail sites, and a network of trails, parks, and open spaces.

G. WHEREAS, the City's longstanding policy is that "growth pays for growth," and in furtherance of this policy, this Agreement sets forth the Owner's general obligations and certain specific obligations regarding the purchase of capital equipment, the dedication of rights-of-way, and the construction of public infrastructure required for the City to provide City services to the Property.

H. WHEREAS, a portion of the Waterman Wash runs through the property, and the development of the Waterman Wash as a public regional recreation trail amenity as identified in the Goodyear Parks Master Plan is an integral part of the Project.

I. WHEREAS, the existing transportation infrastructure linking the Property to the currently developed part of the City and/or to other nearby cities and towns is minimal and may be insufficient to accommodate the transportation demands that will be generated by the eventual development of the Property.

J. WHEREAS, Waterman Wash runs through the Property and separates a portion of the Property from the existing developed areas of the City.

K. WHEREAS, connectivity between the Property and the developed areas within the City so that future residents within the Property have access to health care and the basic necessities and ensuring that future residents within of the Property, are not cut off from the existing developed

areas of the City by the Waterman Wash during storm events are health and safety issues and are critical considerations for the City in the entitlement process.

L. WHEREAS, the ability of the City to provide police and fire services to the Property within the City's desired response time goals, including having adequate secondary access routes, is a health and safety issue and a critical consideration for the City in the entitlement process.

M. WHEREAS, the City is currently in the process of designing and constructing a new fire station at Willis Road and Estrella Parkway with contributions from two property owners to the north of the Property, who have agreed to make contributions for: the design and construction of a fire station, the acquisition of a fire truck, and the costs of operating and maintaining the new fire station.

N. WHEREAS, the agreement with the two property owners providing funding for the Estrella Fire Station includes terms regarding contributions from other properties that will be served by the fire station, and the Property will be served by the Estrella Fire Station.

O. WHEREAS, although the Owner and City anticipate that the Property will be fully served by the Estrella Fire Station, actual development of the Property and surrounding area could result in response times being at unacceptable levels triggering the need for an additional fire station.

P. WHEREAS, parks, open space and recreation facilities are a vital component of enhancing the quality of life for the City's residents, and providing for the timely development of parks, open space and recreational amenities within the Property is an important consideration for the City in the entitlement process.

Q. WHEREAS, the development of the Property will require contributions towards the costs associated with the construction and operation of the Estrella Fire Station, the construction of all infrastructure improvements necessary for the City to provide City services to the Property, including, wastewater treatment and distribution facilities; water treatment and distribution facilities, water campuses, and well fields; reclaimed water facilities; transportation infrastructure, including an all-weather crossing over the portion of the Waterman Wash running through the Property, that will accommodate a 100-year storm event according to applicable standards; and if certain triggers are met, the development of a second fire station.

R. WHEREAS, some or all of the infrastructure, facilities and capital equipment that will need to be designed, installed, constructed and/or acquired to serve the Property, may also serve future development on neighboring properties, and although the need for such infrastructure, facilities and capital equipment is a result of the development of the Property, Owner should, under equitable principles, be entitled to reimbursement for the proportionate costs of such infrastructure from other developers and/or owners of property benefitted by such infrastructure, facilities, and

capital equipment.

S. WHEREAS, without guaranteeing reimbursements, this Agreement provides various mechanisms that could be used to secure reimbursements from owners of other properties benefitted by infrastructure, facilities, and capital equipment designed, installed, constructed and/or acquired by Owner.

T. WHEREAS, Owner and the City conferred and reached an agreement under the First Amendment to Rainbow Valley Development Agreement as to the framework for the City providing water service to the Property and amended terms as needed to clarify that the City will be providing wastewater to the service to the Property, which terms have been included in this Agreement.

U. WHEREAS, the Parties have acknowledged that there will be a long timeframe that will occur before actual development can occur, which provides time to design and implement infrastructure solutions needed to serve the Property as contemplated in this Agreement, the ordinance conditionally zoning for the Property, and in applicable Development Regulations.

V. WHEREAS, the sole reason for the City's approval of the rezoning of the Property at this time is the enforceability of and Owner's agreement, on behalf of itself and all Successors and Assigns, to comply with the terms, conditions, and stipulations of the Amended Rainbow Valley PAD and this Agreement which, among other things, transfers to Owner the responsibility for (1) the design, construction, installation and acquisition of all infrastructure improvements and capital equipment (including the acquisition of rights-of-way and other real estate interests off the Property) determined by the City as being needed for the City to provide City services to the Property; (2) funding all studies/models necessary to provide reimbursements from development impact fees, cost recovery, or other available reimbursement sources for Owner's construction or acquisition of infrastructure and/or capital improvements that may serve other neighboring developments; and (3) providing a contribution for the costs of operating and maintaining a new fire station should the need for a fire station be triggered as set forth in the Agreement.

W. WHEREAS, to the extent this Agreement or the Amended Rainbow Valley PAD is determined by a court of competent jurisdiction to be unenforceable in whole or in part, and the City becomes liable for financial obligations inconsistent with the terms of this Agreement, Owner expressly acknowledges the City's right, with no liability to the City, to initiate action to revoke the Amended PAD zoning on the Property and adopt an ordinance to revert the zoning of the Property to the zoning classification in effect prior to the Final PAD zoning

X. Provided Owner develops the Project pursuant to this Agreement, the Amended Rainbow Valley PAD, and the conditions and stipulations set forth in Ordinance 2021-1507, this Agreement, the development of the Property will be in conformance with the City's General Plan as of the Effective Date of this Agreement

Y. WHEREAS, this Agreement for Rainbow Valley sets forth the terms for the purposes of addressing certain requirements for the development of the Property included within the Amended Rainbow Valley PAD adopted by Ordinance 2021-1507, and upon its Effective Date, replaces and supersedes the Initial Rainbow Valley Development Agreement.

Z. WHEREAS, Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. DEFINITIONS. Capitalized Terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. "ADWR" means the Arizona Department of Water Resources or any state agency that succeeds to the current responsibilities of the Arizona Department of Water Resources.

2.2. "Agreement" means this Amended and Restated Development Agreement for Rainbow Valley by and between Rainbow Valley LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto. References to Sections or Exhibits are to this Agreement unless otherwise specified.

2.3. "Amended Rainbow Valley PAD" means the Rainbow Valley 1st Amended PAD (May 2021) adopted by Ordinance 2021-1507 as modified by the stipulations and conditions set forth in Ordinance 2021-1507 as they may be amended from time to time.

2.4. "CAGRD" means the Central Arizona Groundwater Replenishment District.

2.5. "CAP" means Central Arizona Project.

2.6. "CC&N" means Certificate of Convenience and Necessity issued by the appropriate state agency.

2.7. "City" means the City of Goodyear, an Arizona municipal corporation.

2.8. "Code 3 Service Calls" means calls in which an emergency vehicle uses lights and sirens while responding to a call.

2.9. "Development Application" means an application for the approval of any development related activities within all or part of the Property, including applications for zoning, use permits, preliminary plats, final plats, site plans, construction plans, and construction, including building, permits.

2.10. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City of Goodyear (currently Chapter 15 of the Goodyear City Code), the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.11. "EMR Quarterly O&M Payment(s)" means the quarterly payments that are owed under the Fire Services Agreement. The initial quarterly EMR Quarterly O&M Payment that is to be paid to the City is $452,000, but this payment is to be automatically adjusted on an annual basis beginning one year from the date the first EMR Quarterly O&M Payment is due under the Fire Services Agreement to reflect the positive change, if any, in the Consumer Price Index for All Urban Consumers-Phoenix published by the United States Bureau of Labor Statistics ("CPI") for the prior twelve (12) month period.

2.12. "Enhanced Neighborhood Park" means the park sites identified in the Rainbow Valley Open Space & Trails Plan as an Enhanced Neighborhood Park and the improvements that are to be constructed in an Enhanced Neighborhood Park pursuant to the Amended Rainbow Valley PAD as modified by the conditions and stipulations set forth in Ordinance 2021-1507 as they may be amended and modified from time to time.

2.13. "Estrella Fire Station" means the fire station that is to be constructed located near Willis and Rainbow Valley Road and the capital improvements that are to be provided pursuant to the terms of the Fire Services Agreement.

2.14. "Estrella Fire Station Payment" means the payment Owner is required to make to the City towards the cost of the Estrella Fire Station, which represents the amount of Owner's proportionate share of the cost of the Estrella Fire Station, which amount shall be determined by dividing the acreage of the Property (1,320 acres), by the total acreage of the area anticipated to be served by the Estrella Fire Station (9,759 acres, which represents the acreage within an anticipated six (6) minute response time based on existing roads and currently identified future roads) and multiplying it by the amount of the contribution being made pursuant to the Fire

Services Agreement, which amount includes the cost of 4.051 acres of land at $80,000 ($324,080) and the actual costs of constructing and equipping the Estrella Fire Station, capped at $5,420,000. Assuming the costs of constructing and equipping the Estrella Fire Station exceeds or equals cap of $5,420,000, the maximum amount of the Estrella Fire Station Payment would be $777,040 ((1,320÷9759) × $5,744,800).

2.15. "External Infrastructure" means (i) public infrastructure improvements, including storm water Improvements, that are required by the City to be constructed in connection with the City's approval of a Final Plat, along, on, adjacent to, or outside the external boundaries of the property subject to such Final Plat; (ii) public streets, other than Local Streets, that are required by the City to be constructed in connection with the City's approval of a Final Plat.

2.16. "Fire Services Agreement" means the Development and Fire Services Agreement dated May 22, 2006 by and between the City, NNP III-Estrella Mountain Ranch, LLC and Tousa Homes, Inc., LLC, recorded as Instrument No. 2006-0731018 in the official records of Maricopa County as amended by the First Amendment to the Development and Fire Services Agreement dated January 23, 2017 by and between the City, NNP III – Estrella Mountain Ranch LLC and AV Homes of Arizona LLC (the successor to Tousa Homes, Inc., LLC) and recorded as instrument 2017-0077329 and as amended by the Second Amendment to the Development and Fire Services Agreement dated May 23, 2018 by and between the City, NNP III – Estrella Mountain Ranch, LLC and AV Homes of Arizona LLC and recorded as instrument 2018-0395674 in the official records of Maricopa County.

2.17. "First Phase" means the development of a minimum of 100 acres of residential development within the Property.

2.18. "General Public Benefit" means the definition in section 24-1-3 of Article 24-1 of the Goodyear Code of Ordinances as it may be amended.

2.19. "Goodyear Parks Master Plan" means the City of Goodyear Parks, Recreation, Trails and Open Space Master Plan, including all appendixes and all amendments thereto, as adopted by Council and in effect at the time of development.

2.20. "Internal Infrastructure" means Local Streets and other public infrastructure improvements, including storm water improvements that are to be constructed within the boundaries of any final plat subdividing all or part of the Property. Any public street improvements other than Local Streets that are to be constructed within the boundaries of any final plat subdividing all or part of the Property are External Infrastructure for purposes of this Agreement.

2.21. "Local Street" means any public street shown on a Final Plat abutting and providing direct vehicular access to any residential lot within such Final Plat

2.22. "Non-Potable Irrigation System" means Owner-installed improvements to deliver untreated well water from the Property homeowner's association's well(s) for landscape irrigation purposes. The Non-Potable Irrigation System will be owned and maintained by the

Property homeowner's association.

2.23. "North Waterman Wash Path" means the regional multi-use path located along the north side of the portions of Waterman Wash located within the Property as generally depicted in the Rainbow Valley Open Space and Trails Plan.

2.24. "On-Site Ground Water" means groundwater pumped from the Property.

2.25. "Owner" means Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation and their Successors and Assigns.

2.26. "Parties" means Owner and the City collectively.

2.27. "Party" means Owner or the City individually.

2.28. "Platted Property" means the portions of the Property that are included within a recorded final plat.

2.29. "Political Subdivision" means all counties, incorporated cities or towns, and school districts within the state of Arizona and any other political subdivision as defined in article XIII, section 7, Constitution of Arizona.

2.30. "Project" means the Final Planned Area Development District for a mixed-use development as set forth in Ordinance 2021-1507 as it may be amended from time to time known as Rainbow Valley.

2.31. "Property" means the approximate 1320 acres generally located at the northwest and northeast corners of the W. Queen Creek Road alignment and Rainbow Valley Road as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2.32. "Rainbow Valley Open Space and Trails Plan" means Figure 2a in the Amended Rainbow Valley PAD.

2.33. "Rainbow Valley PAD Development Plan" means Figure 6 in the Amended Rainbow Valley PAD.

2.34. "Rainbow Valley Road" means the road generally located fully or partially within the 179th Avenue alignment, but that is known within the City as Rainbow Valley Road as generally depicted in various Figures attached to the Amended Rainbow Valley PAD.

2.35. "Rainbow Valley Road Street Cross Sections" means that certain document attached hereto as Exhibit B and incorporated herein by this reference.

2.36. "Reclaimed Water" means the liquid by-product resulting from the treatment of wastewater.

2.37. "Regional Infrastructure" means, except as otherwise provided herein, public infrastructure, including capital equipment, land costs, facilities, infrastructure improvements, required to support the development of the Property and/or to allow the City to provide City services to the Property but that also benefits other properties. Regional Infrastructure does not include any street related infrastructure improvements that the Owner is required to construct or make any in lieu payments for pursuant to any applicable Development Regulation, which includes by way of example, but not limitation, street improvements within and adjacent to the Property nor does it include utility lines that are installed adjacent to or within the Property unless the line has been oversized. Oversized utility lines are lines that are larger than the minimum line size the City would allow to be constructed and that are larger than the line size needed to serve the Property. Thus for example, the minimum allowed sewer line size is 8 inches, even if the Property could be served with a 4-inch line, the 8-inch line would not be considered oversized because the City's utility system's minimum required line size is 8 inches.

2.38. "Regional Street Improvements" means street improvements constructed or installed by Owner that owners of other properties would be required to build under applicable Development Regulations, including street improvements within and adjacent to their respective properties Property.

2.39. "Regional Trail" means the regional trail generally located within Parcel 22 as depicted in the Rainbow Valley Open Space and Trails Plan that provides the property south of the Property access to the South Waterman Wash Path.

2.40. "Regional Trail Improvements" means the improvements that are to be constructed pursuant to the terms of this Agreement for the Regional Trail.

2.41. "Regional Utility Facilities" means water and wastewater facilities Owner is required to construct for the City to provide utility services to the Property that are larger than what is needed to serve the Property.

2.42. "Regional Utility Lines" means utility lines and appurtenances to such lines that Owner is required to construct for the City to provide utility services to the Property that are larger than the City's utility system's minimum required line size and that are larger than the line size needed to serve the Property.

2.43. "RV O&M Payment" means the quarterly payment of Owner is required to make to the City, which represents the amount of Owner's proportionate share of the EMR Quarterly O&M Payment and which was determined by dividing the acreage of the Property (1,320 acres) by the total acreage of the area anticipated to be served by the Estrella Fire Station (9,759 acres, which represents the acreage within an anticipated six (6) minute response time based on existing roads and currently identified future roads) and multiplying it by the EMR Quarterly O&M Payment ((1,320 ÷ 9759) × EMR Quarterly O&M Payment). Prior to any adjustment based on increases in the CPI, the RV O&M Payment would be $61,137 (1,320 ÷ 9759 × $452,000).

2.44. "South Waterman Wash Path" means the regional multi-use path as generally depicted in in in the Rainbow Valley Open Space and Trails Plan located along the south side of the portions of Waterman Wash located within the Property.

2.45. "Special Benefit" means the definition in section 24-1-3 of Article 24-1-3 of Article 24-1 of the Goodyear Code of Ordinance as it may be amended.

2.46. "Street Cross Sections Loop 303, Arterial and Major Collector" means that certain document attached hereto as Exhibit C and incorporated herein by this reference.

2.47. "Successors and Assigns" means any person or entity that succeeds to or is assigned any interest in all or part of the Property except as provided in Section 19 below.

2.48. "T-2 Trailhead Facilities" means the improvements that are to be constructed within the T-2 Trailhead Site pursuant to the Amended Rainbow Valley PAD as modified by this Agreement.

2.49. "T-2 Trailhead Site" means the approximate 3-acre T-2 Trailhead referred to in the Rainbow Valley Open Space and Trails Plan.

2.50. "Utility Master Plan" means any plan adopted by the City that identifies public infrastructure determined by the City as being necessary to support and provide City services, and includes by way of example but not limitation, transportation master plans, integrated water master plans, parks and open spaces master plan and the like.

2.51. "Waterman Wash Crossing(s)" means the culvert(s) and/or bridge(s) that cross over the Waterman Wash.

2.52. "Waterman Wash Path Improvements" means the improvements that are to be constructed pursuant to the Amended Rainbow Valley PAD as modified by this Agreement for the Waterman Wash Paths.

2.53. "Waterman Wash Paths" shall mean collectively the North Waterman Wash Path and the South Waterman Wash Path.

2.54. "Willis Road" means the section of Willis Road that has been constructed.

2.55. "Willis Road Alignment" means the alignment for Willis Road as reflected in the Rainbow Valley PAD Development Plan.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties, the approval of this Agreement by Resolution of the Goodyear City Council, and the execution of an Existing Lender Consent(s), as provided in Section 34 below are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this

Agreement by the Parties, (ii) the execution and delivery of all required Existing Lender Consents as provided in Section 34 below, and (iii) the date the Resolution approving this Agreement becomes effective.

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

GENERAL DEVELOPMENT OBLIGATIONS

5. **GENERAL OBLIGATIONS.** The following General Obligations apply to the development of the Property:

5.1. OWNER'S OBLIGATION. As a condition of zoning and development, Owner shall, at its sole cost, except as otherwise expressly provided in this Agreement, purchase all capital equipment, and design, install, and/or construct all public infrastructure, on-site and off-site, determined by the City as being necessary to support the development of the Property and/or to allow the City to provide City services to the Property, including, but not limited to, the infrastructure specifically discussed herein, or, if such infrastructure is or is to be acquired, designed, installed, and/or constructed by the City, its agents, contractors or subcontractors, pay for the costs of such public infrastructure.

5.2. DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific Development Application is approved, whichever is later. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the application is approved.

5.3. PUBLIC INFRASTRUCTURE. As a condition of development, Owner shall, at its sole cost, except as expressly provided in this Agreement, purchase all capital equipment, and design, install, and/or construct, all public infrastructure, within or abutting the boundaries of the Property ("On-site') and outside the boundaries of the Property ("Off-site"), determined by the City as being necessary to support the development of the Property and/or to allow the City to provide City services to the Property, including, but not limited to, the infrastructure specifically discussed herein, or, if such infrastructure is or is to be or acquired, designed, installed, and/or constructed by the City, its agents, contractors or subcontractors, pay for the costs of such public infrastructure.

5.3.1. Dedication and Acceptance of Public Infrastructure. Upon satisfactory completion of the public infrastructure Owner is required to construct in connection with the development of the Property and acceptance thereof by the City, or upon the completion and acceptance by the City of any distinct, completed and functional portion thereof, Owner shall

promptly dedicate and convey such infrastructure, free and clear of all liens and encumbrances and at no cost to the City, except as expressly provided for in this Agreement. Promptly after completing the public infrastructure Owner is required to construct in connection with the development of the Property, or upon the completion of any distinct, completed and functional portion thereof, Owner shall notify the City in writing that the infrastructure has been completed and provide the City with "as-built" drawings and plans of the completed infrastructure. After receipt of the notice, the City Engineer or his/her designee shall inspect the infrastructure identified in the written notice to determine whether it has been constructed in accordance with the applicable standards and the plans and specifications for the infrastructure. Upon completion of the inspection and review of the "as-built" drawings, the City shall deliver written notice to Owner either (1) approving the construction of the infrastructure and agreeing to accept the conveyance of the infrastructure; or (2) providing a punch list of specific items that are not in accordance with the applicable standards and/or the plans and specifications that are to be corrected by Owner. Owner shall make all corrections with the time period determined by the City Engineer or his/her designee. So long as such infrastructure is constructed in accordance with the applicable standards and plans and specifications, as verified by the City Engineer or his/her designee, following an inspection; all punch list items have been timely completed; and accurate "as built' drawings and plans of the completed infrastructure have been provided to the City, the City shall accept the infrastructure, which acceptance shall not be unreasonably delayed, through the issuance of an acceptance of dedication. The infrastructure shall be deemed completed when accepted by the City Engineer or his designee as provided in the applicable standards.

5.3.2. Dedications of On-Site Rights-of-Way and Payments in Lieu. Owner, at no cost to the City except as otherwise expressly provided for in this Agreement, shall dedicate lien and debt free, all rights-of-way, easements, including public utility easements, rights of entry and the like within the Property for the installation, construction, maintenance, and/or operation of public infrastructure determined by the City as being necessary to support the Project and/or to allow the City to provide City services to the Property. Such dedication shall be made at the earlier of the following (i) when requested by the City or (ii) concurrently with the recordation of any Final Subdivision Plat or approval of any Site Plan that will be served by the public infrastructure to be constructed. The City shall have the right to seek the dedication of the rights-of-way and/or easements provided for herein in this Section 5.3.2 upon a showing that the City or others will be constructing all or some of the public infrastructure determined by the City as being necessary to support the proposed Project and/or to allow the City to provide City services to the Property and that the rights-of-way and/or easements are needed for the design and/or construction of such public infrastructure. The City shall be entitled, without any liability to the City, to withhold building permits, and/or construction permits, and/or Certificates of Occupancy if Owner fails to dedicate, at no cost to the City, all rights-of-way or easements within the Property required for the installation, construction maintenance and/or operation of public infrastructure needed to support the development of the Property and/or to allow the City to provide City services to the Property after being requested by the City to do so. In the event the City or others design, install, or construct public infrastructure that Owner would otherwise be required to construct pursuant to the terms of this Agreement, Owner shall be required to reimburse the City for its proportionate share of the costs of such infrastructure as a condition of developing the Property. The reimbursement shall be owed when Owner would otherwise have had to construct the infrastructure improvement. The City shall not approve any Final Subdivision Plat and/or Site Plan

or issue construction permits, and/or building permits, and/or Certificates of Occupancies, for a particular phased portion of development until Owner has provided the reimbursements owed in connection with such phase. The obligation of Owner to reimburse the City for its proportionate share of the costs incurred by the City or others in construction public infrastructure that Owner would otherwise be responsible for constructing and the right of the City to withhold the approval of Final Subdivision Plats and/or Site Plans and withhold construction permits, and/or building permits, and/or Certificates of Occupancies until such reimbursements are made as set forth in this Section 5.3.2, shall survive the expiration or earlier termination of this Agreement.

5.3.3. Dedications at No Cost. Except as expressly provided otherwise in this Agreement, all dedications required under this Agreement shall be at no cost to the City.

5.3.4. Warranty. Owner shall provide a warranty for two (2) years from the date the City accepts public infrastructure constructed by or on behalf of Owner in connection with the development of the Property, warranting against defective workmanship and/or materials the public infrastructure Owner constructs in connection with the development of the Property.

5.4. OFF-SITE RIGHTS-OF-WAY. If the installation and/or construction of any infrastructure improvements Owner is required to construct as a condition of its development of the Project involves the installation and/or construction of infrastructure improvements Off-Site (i.e. not located within or abutting the Property), Owner shall, at its sole cost, except as expressly provided in this Agreement, acquire and dedicate to the City, at no cost to the City, all rights-of-way, easements and other real property interests necessary for the installation and/or construction of such infrastructure improvements and subsequent dedication of such real property interests and infrastructure improvements to the City as provided in Section 5.3 and the subsections therein.

5.4.1. Condemnation. In the event Owner is not able to acquire real property interests Owner is required to provide under this Agreement, the City may, at the request of Owner, acquire such real property interests by the exercise of its condemnation authority. Owner shall be responsible for all costs incurred by the City in connection with the acquisition of such real property interests through its condemnation authority, including payment of the condemnation award, attorneys' fees, courts costs, relocation awards, and the like ("condemnation costs"). Owner shall provide the City with an irrevocable letter of credit in an amount sufficient to cover the estimated condemnation costs and with a term that will cover the length of the condemnation proceeding. The terms of such irrevocable letter of credit shall allow the City to draw upon the letter of credit in the event Owner files a petition seeking protection under United States bankruptcy code; to pay condemnation costs incurred by the City, and shall allow the City to fully draw upon the letter of credit if the condemnation proceeding is likely to continue before the expiration of the letter of credit and a replacement irrevocable letter of credit has not been provided at least sixty (60) days before the expiration of the letter of credit. In the event the condemnation costs exceed the amount of the irrevocable letter, Owner shall increase the amount of the letter of credit to cover the shortage or reimburse the City for any condemnation costs paid by City funds. In addition to any other actions the City is entitled to take under the terms of the Agreement, the City shall be entitled, without any liability to the City, to withhold construction permits, and/or building permits, and/or Certificates of Occupancies until it has been fully reimbursed for any condemnation costs paid by City funds.

5.5. CONSTRUCTION STANDARDS. Except as otherwise expressly provided in this Agreement, and subject to the terms and conditions of this Agreement and the Amended Rainbow Valley PAD, all public infrastructure improvements required to be designed, constructed, and/or installed in connection with the development of the Property shall be designed and constructed in accordance with applicable Development Regulations in effect when such infrastructure is constructed.

5.6. CITY CONSTRUCTION. Should the City, in its sole discretion, construct all or part of any of the infrastructure improvements Owner is required to construct pursuant to this Agreement, any applicable Development Regulation, and/or any ordinance zoning or rezoning the Property, Owner shall reimburse the City for the costs the City incurred in constructing the improvements. Such reimbursements shall be made at the time Owner would have been required to construct such infrastructure improvements had the City not otherwise constructed the improvements as determined by the City Engineer or his/her designee.

5.7. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.8. FUTURE CONDITIONS and APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other

development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

WATER AND WASTEWATER

6. WATER INFRASTRUCTURE AND WATER SERVICE.

6.1. CITY WATER SERVICE. Except as otherwise expressly provided in this Agreement, the City has determined that it will serve the Property with groundwater physically available and withdrawn from the Property ("on-site groundwater") within the Rainbow Valley Sub-basin pursuant to the City's Designation of Assured Water Supply (DAWS). The City agrees to serve the Property with water subject to the conditions set forth below.

6.1.1. Maximum Water Supply. Owner holds Analysis of Assured Water Supply No. 28-700794.0000 and Analysis of Assured Water Supply No. 28-701082.0000 (collectively ("AAWS") approved by the Arizona Department of Water Resources ("ADWR") that identifies a volume of groundwater physically available to serve the Property. Owner agrees to transfer to the City all of Owner's rights under the AAWS, and the City shall apply to ADWR to include the total volume of groundwater available under the AAWS in the City's application to renew and extend the DAWS, which the City anticipates submitting on or before June 30, 2023. The City's application will include its two-hundred seventy-four (274) acre-feet per year of water determined physically available within the Rainbow Valley Sub-basin in the City's current DAWS and the volume of groundwater determined to be physically available to serve the Property in Owner's AAWS. If during the City's DAWS renewal process, ADWR indicates in writing that ADWR intends to reduce the quantity of groundwater determined available in Owner's AAWS or the combined total of groundwater available in Owner's AAWS and the City's current DAWS when the water is incorporated into the City's DAWS, or if ADWR's final decision makes such a reduction, then the amount of physically available on-site groundwater available to the Property for development under this Agreement will be reduced in such amount unless the water supply for the Property is otherwise supplemented by the Owner. City will provide a copy of the City's designation modification application to Owner upon Owner's request, and City will notify the Owner if City receives notice of ADWR intent to reduce the AAWS available through the City's DAWS for the Property. If it is not possible to attribute any ADWR reductions in Rainbow Valley Sub-Basin groundwater supplies to the City's groundwater supply (i.e. the 274 acre-feet per year) or any particular property's groundwater supply (i.e. the AAWS), then both the City and Owner agree to share such reductions on the same proportioned basis (i.e. each accepts an equal percentage reduction based upon the total overall percentage reduction). The maximum amount of on-site groundwater available for development of the Property under this Agreement is the amount of the groundwater determined physically available from Owner's AAWS that is actually incorporated into the City's updated DAWS, as may be allocated herein (the "Maximum Water"). All actual water

production serving the property, including water delivered from any on-site or off-site wells, and all on-site Type 1 Non- Irrigation Grandfathered Groundwater Withdrawal Right ("Type 1 Right") water uses withdrawals, shall be included in determining whether the amount of water use has reached the Maximum Water limit. The City's obligations in this Section 6.1.1 are specifically subject to the special limitation for interim water commitments in Section 6.1.2 below.

6.1.2. Interim Water Supply Limitation. Currently, the City has approximately two-hundred seventy-four (274) acre-feet per year of water determined physically available within the Rainbow Valley Sub-basin in the City's DAWS (the "City's Available Water") that could be used to support the development of the Property on an interim basis. Upon confirmation by the City that Owner's AAWS is still in effect and reflects the physical availability of at least two-hundred seventy-four (274) acre-feet per year, the City will make the City's Available Water available to support the development of the Property prior to June 30, 2023, as provided herein. The City agrees to allocate up to two-hundred seventy-four (274) acre-feet per year of potable water supplies developed by Owner to support development within the Property, regardless of the use. The allocations of the City's Available Water will be made at the time of final plat approval, development plan approval and site plan approval. For interim water allocation purposes, the estimated water demand of the development proposed in the final plat and site plan will be based upon the then-current standard ADWR generic demand calculator (or any similar ADWR replacement thereof) with reasonable water use assumptions but not including estimated demand for water losses for water treatment processes and not including any credit for effluent recharge. The Owner may commit on a permanent basis to use Owner's Type 1 Non-Irrigation Grandfathered Groundwater Withdrawal Rights for non-potable landscape irrigation purposes to the maximum extent practicable in lieu of using City- allocated potable water, and, for interim water allocation purposes only, such Type 1 Right uses will not be deducted from the interim water available under this Section 6.1.2, but will be applied against the Maximum Water limit described in Section 6.1.1. Owner will provide the estimated Type 1 Right water demands to City at the time other potable water demands are provided, and the estimated quantity of Type 1 Right water will be applied against the Maximum Water limit described in Section 6.1.1 until actual Type 1 withdrawal amounts are known. To the extent potable water supplies are used for irrigation purposes, the potable water to be used for irrigation purposes will be deducted from the amount of the City's Available Water available for interim use for the Property. By way of example, if a final plat for residential development is submitted, and under ADWR's generic demand calculator, the development has a total estimated potable water demand of ten (10) acre-feet per year, the City would allocate ten (10) acre-feet per year, thereby reducing the City's Available Water for subsequent developments to 264 acre-feet per year.

6.1.2.1. Plan and Plat Approvals During Interim Period. So long as sufficient and the City's Available Water is not committed already to development of the Property, the City agrees to review and process any and all plans and plats without unreasonable delay as such plans and plats are submitted prior to June 30, 2023. From June 30, 2023 until the sooner of (i) the date the City's application to renew and extend its DAWS is approved, or (ii) ADWR indicates in writing during the City's application review that ADWR intends to reduce the amount of the Owner's AAWS or the combined total of groundwater available in Owner's AAWS and the City's current DAWS to be incorporated into the City's updated DAWS and the volume of groundwater available to the Property is allocated as provided in 6.1.1 above, the City agrees that it will continue to process and approve final plats, development plans, and site plans acknowledging

that the Property has met the assured water supply requirement at the time of approval in the usual course without regard to the availability of any remaining City's Available Water or status of completion of the DAWS review. In no event, however, shall the total amount of water committed to the Property exceed the lesser of (1) volume of groundwater determined to be physically available to serve the Property under the Owner's AAWS or (2) the Maximum Water defined in Section 6.1.1.

6.1.3. Water Demand Estimates. Prior to the City's acceptance, consideration and approval of each final plat, Owner shall, at its sole cost, submit to the City updated estimated water demand calculations and current subtotals for the whole Property, and for the portion of the Property for which the approval is sought, including any backup data supporting the estimated water demands such as landscape plans.

6.1.3.1. Adequacy of Supply. The water demand estimates and backup data together with the water infrastructure plan(s) referred to in Section 6.1.3, shall demonstrate to the Public Works Director or his/her designee, in his or her reasonable discretion that: (i) the total water demand for any proposed final plat(s) and all previously approved development does not exceed the water supply amounts as described in 6.1.1 and 6.1.2 above, (ii) the groundwater can be reasonably treated to the then-existing applicable standards; and (iii) unless waived by the Public Works Director or his/her designee, that the proposed infrastructure designs when constructed will comply with then-applicable standards for delivering water to the Property, and also provide for reasonable operational and maintenance efficiency considering the projected treatment costs, maintenance costs, and management of byproducts from the treatment processes.

6.1.4. On-Site Groundwater. Owner shall be allowed to use on-site groundwater to provide water to the Property if the groundwater meets the requirements pursuant to Sections 6.1.1, 6.1.2 and 6.1.3.1 above.

6.1.5. Off-Site Water Source. If the Public Works Director or his/her designee determines in his or her reasonable discretion that the water demand estimates provided pursuant to Section 6.1.3, together with the water infrastructure plans referred to in Section 6.3 below, do not demonstrate that groundwater pumped from the Property can be developed to meet the demands of the development both in terms of quantity and quality as set forth in Sections 6.1.1, 6.1.2, and 6.1.3.1, Owner and City shall mutually agree upon an acceptable alternative solution. In the case of a lack of physically available water, the Owner may reduce the number of lots to be developed to that amount that can be supported by the available water, or shall provide to the City, at Owner's sole cost, the legal rights to an acceptable physically available alternative water source in an amount sufficient to serve the remainder of the Property. In the case of poor water quality which would result in unusually high water treatment costs, Owner shall investigate alternative offsite water solutions. If an offsite alternative water solution is available at a reasonable cost, as mutually agreed to by the Owner and the City, then the Owner shall provide to the City, at Owner's sole cost, the legal rights to the alternative water source in an amount sufficient to serve the remainder of the Property. In the case of poor water quality, if an offsite alternative water solution is not found mutually agreeable to both the Owner and the City, then the Owner at Owner's cost will permit and construct the water treatment required to meet all City and ADEQ applicable standards, which would result in unusually high water treatment costs, and the City shall have the right to charge rates to recover the higher treatment costs pursuant to the City's water rate authority set forth in Section 6.5 below. An alternative water supply is acceptable if: it is consistent with the City's adopted Integrated Water Master Plan in effect at the time of development, if any; will support the

water demands of the Property at build-out for 100 years, and that meets the requirements of ADWR for proof of an assured water supply; it can be treated to a level equivalent to the then-existing applicable water quality standards; and, unless waived by the Public Works Director or his/her designee, that the proposed infrastructure designs when constructed will comply with then-applicable standards for delivering water to the Property. If an off-site water source is deemed suitable as a source of water, Owner shall convey to the City, at its sole cost, the rights to the off-site water supply that will be needed to serve the Property at build-out for a one hundred (100) year period. The City shall not approve any final plat supported by the water supply until the conveyance required herein has been finalized.

6.2. LEGAL AUTHORITY. Owner, at its sole cost, and prior to the City's approval of the earlier of the (i) initial final plat, (ii) any site plan or (iii) the actual start of City water service for the Property, shall be responsible for acquiring and providing to the City physically available water in an amount sufficient to serve the Property at build-out for a one hundred (100) year period, accounting for estimated water losses. The Maximum Water described in 6.1.1 may be used to satisfy this 100-year obligation. The Owner's obligations in this Section 6.2 include the establishment of a new City service area groundwater withdrawal right at the Property in accordance with ADWR service area establishment requirements and obtaining well permits in the City's name that together authorize withdrawal of the maximum day capacity required for service to the Property if the highest output well is assumed to be out of service. If after consultation with ADWR regarding service area establishment requirements it is not reasonable for Owner to establish for the City a new service area withdrawal right prior to the approval of the initial final plat, then City will not withhold approval of a the initial final plat for the Property on that basis, but the Owner must then establish a City service area withdrawal right prior to the actual start of City water service to the Property.

6.3. WATER INFRASTRUCTURE PLAN. Owner, at its sole cost, shall be responsible for the preparation of infrastructure plans detailing public infrastructure requirements and capital equipment determined by the City as being necessary to allow the City to provide water service to the Property at build out consistent with the uses, densities and intensities reflected in the Final PAD. The water infrastructure plans required hereunder shall be funded by Owner, at its sole cost, and shall be prepared and sealed by a registered engineer. Unless advised by the Director of Public Works or his/her designee that a water infrastructure plan and/or an updated water infrastructure plan is not required, Owner shall, prior to the City's approval of any application for any final plat and/or site plan, secure City approval of a water infrastructure plan. Water infrastructure plans required herein shall be consistent with all applicable Development Regulations, including by way of example, but not limitation, Subdivision Regulations, Engineering Design Standards and Guidelines, Engineering Standard Details, and the like, and all applicable Utility Master Plans that are in effect when the application for approval of the water infrastructure plan is submitted to the City. Unless waived by the Public Works Director or his/her designee, the proposed infrastructure designs when constructed will comply with then-applicable standards for delivering water to the Property. The water infrastructure plan shall be designed so that the system has enough redundancy in equipment so that it can meet the continuous maximum day capacity required for potable service to the Property. The water infrastructure plan may include a proposed separate Non-Potable Irrigation System and irrigation well(s) for irrigation of one or more homeowner's association(s) and commercial parcels, to be owned and operated by the Property homeowner' s association and to be constructed at Owner's sole expense without reimbursement. The City is in the

process of updating its Integrated Water Master Plan, but until that is completed and adopted by City Council, the water infrastructure plans referred to herein shall be consistent with the policies and requirements included in the 2016 Integrated Water Master Plan as amended.

6.4. WATER INFRASTRUCTURE. Regardless of the source of the water that is to be used to serve the Property (on-site or off-site), as a condition of development, Owner shall, at its sole cost, except as expressly provided in this Agreement, design, install, and/or construct, all infrastructure, on-site and/or off- site, convey all land necessary for such infrastructure, and acquire all capital equipment necessary to allow the City to provide water service to the Property at build out. This includes, but is not limited to, costs associated with land and infrastructure needed to address byproducts of the treatment process (such as brine) and land and infrastructure needed for production well fields, storage facilities, treatment infrastructure, recharge and direct reuse facilities, and delivery infrastructure.

6.5. WATER RATES AND FEES. The City shall be entitled to adopt differentiated rates and fees for water services specific to the Property as reasonably determined by the City to as being needed to cover the costs of providing water services to the Property and for providing for replacement of infrastructure, including the adoption of a rate or surcharge at a level sufficient to pass through to City water customers within the Property the City's costs for CAGRD replenishment and membership costs related to groundwater used within the Property.

7. WASTEWATER INFRASTRUCTURE AND WASTEWATER SERVICE. Owner shall, at its sole cost, except as expressly provided in this Agreement, design, install, and/or construct, all infrastructure, on-site and off-site, convey all land necessary for such infrastructure, and acquire all capital equipment necessary to allow the City to provide wastewater service to the Property, which may include, by way of example and as applicable, storage facilities, Reclaimed Water and recharge facilities, treatment facilities capable of treating wastewater to the standard required to allow Reclaimed Water to be used for recharge, direct reuse, lift stations, and transmission lines. Owner will not be required to design, install, and/or construct a direct potable reuse system for the Property unless and until the City adopts updated standards that require all new City water treatment facilities to incorporate direct potable reuse.

7.1. WASTEWATER INFRASTRUCTURE PLAN. Owner, at its sole cost, shall be responsible for the preparation of infrastructure plans detailing public infrastructure requirements and capital equipment determined by the City as being necessary to allow the City to provide wastewater service to the Property consistent with the uses, densities and intensities reflected in the Final PAD. The infrastructure plans required hereunder shall be funded by Owner, at its sole cost, and shall be prepared and sealed by a registered engineer. Unless advised by the Director of Public Works or his/her designee that a wastewater infrastructure plan and/or an update wastewater infrastructure plan is not required, Owner shall, prior to the City's approval of any application for any final plat and/or site plan, secure City approval of a wastewater infrastructure plan. Wastewater infrastructure plans required herein shall be consistent with all applicable ordinances, resolutions, regulations, guidelines, standards (including by way of example, but not limitation, Subdivision Regulations, Engineering Design Standards and Guidelines, Engineering Standard Details, and the like), and all applicable Utility Master Plans that are in effect when the

application for approval of the wastewater infrastructure plan is submitted. To the extent practical, the wastewater infrastructure plan shall be designed in a cost-effective manner so that the then-existing wastewater rates and fees are sufficient to cover at least ninety percent (90%) of the costs of providing wastewater services to the Property. Wastewater infrastructure plans for any water reclamation facility that is to serve the Property shall be governed by the following minimum design requirements: (a) the type of treatment process and all equipment shall be specified and approved by the City; (b) the size of the plant shall be sufficient to serve the Property at buildout and be of a minimum size for operating efficiencies, as specified and approved by the City, nonetheless, Owner may, as approved by the Director of Public Works, construct the plant in phases; and (c) the design of the treatment plant shall readily accommodate incremental expansion of minimum sizes necessary for operating efficiencies, as specified and approved by the City. In the event the public infrastructure reflected in an approved infrastructure plan has not been constructed prior to any applicable Utility Master Plan being updated or revised by the City, Owner shall, at its sole cost, update the infrastructure plan in accordance with the updates or revisions to the updated Utility Master Plan. The City is in the process of updating its Integrated Water Master Plan, but until that is completed and adopted by the City, the wastewater infrastructure plans referred to herein shall be consistent with the policies and requirements included in the 2016 Integrated Water Master Plan as amended.

7.2. WASTEWATER RATES AND FEES. The City shall be entitled to adopt differentiated rates and fees for wastewater services specific to the Property as reasonably determined by the City to as being needed to cover the costs of providing wastewater services to the Property (including costs of operating recharge facilities) and for providing for replacement of infrastructure.

8. RECLAIMED WATER. The City shall own all Reclaimed Water produced through the wastewater treatment process. All Reclaimed Water will be recharged underground in an underground storage facility constructed and permitted in the City's name for water storage by the Arizona Department of Water Resources, unless the City in the future determines that Reclaimed Water should be used for other reuse purposes that benefit the residents of the Property. Owner shall, as a condition of development, and at its sole cost, except as expressly provided in this agreement, design and install and/or construct all infrastructure, on-site and/or off-site, convey all land necessary for such infrastructure, and acquire capital equipment necessary to allow the Reclaimed Water to be stored underground and recovered by the City on an annual basis or longer term basis as authorized by law. Any Reclaimed Water underground storage facility and recovery infrastructure designed and constructed pursuant to the requirements of this Section 8 shall be owned and operated by the City.

9. CITY OWNERSHIP. All water and wastewater infrastructure improvements (with the exception of any Non-Potable Irrigation System) constructed pursuant to this Agreement shall be owned and maintained by the City. Owner shall dedicate to the City, lien free, and, except as otherwise provided in this Agreement, at no cost to the City.

STREETS AND TRANSPORTATION

10. TRANSPORTATION INFRASTRUCTURE. As a condition of development

and except as otherwise provided in this Agreement, Owner shall design, install, and/or construct, all on-site transportation-related infrastructure and all off-site transportation-related infrastructure, other than off-site bridges and off-site traffic signals, necessary to provide for safe and adequate circulation within the Property, connectivity to neighboring adjacent properties, and connectivity to existing and future regional transportation routes. The transportation-related infrastructure to be installed and/or constructed shall include the infrastructure improvements specifically identified herein, the infrastructure improvements required to be constructed pursuant to applicable Development Regulations, and any additional infrastructure identified in any traffic impact analysis prepared pursuant to Section 10.1 that has been approved by the City Engineer or his/her designee. Notwithstanding the foregoing, Owner shall not be responsible for constructing any off-site transportation infrastructure that is not expressly identified in this Agreement or in the traffic impact analysis except as follows; (i) if final plats are recorded that cumulatively plat a minimum of 100 residential lots within property between Pecos and Patterson that is within the City's Planning Area or that is within any property annexed into the City, Owner shall be responsible for the construction of the additional off-site infrastructure, other than off-site bridges and off-site traffic signals, identified in a traffic impact analysis prepared pursuant to Section 10.1 as being necessary to provide for safe and adequate circulation within the Property, connectivity to neighboring adjacent properties, and connectivity to existing and future regional transportation routes; and (ii) Owner shall be responsible for the construction of the additional off-site infrastructure, other than off-site bridges and off-site traffic signals, identified in any traffic impact analysis prepared pursuant to Section 10.1 and received by the City fifteen (15) years or more from the date of approval of the Rainbow Valley Traffic Impact Analysis approved by the City on September 5, 2018 (case 07-20000023) as being necessary to provide for safe and adequate circulation within the Property, connectivity to neighboring properties, and connectivity to existing and future regional transportation routes.

10.1. UPDATED TRAFFIC IMPACT ANALYSES. Owner shall provide updated Traffic Impact Analyses that include a Traffic Signal Needs Assessment that meets industry standards and the requirements of the Engineering Design Standards and Policies, as amended, and has been approved by the City Engineer or his/her designee. Such analyses are required for master site plans, site plans, final plats, and preliminary plats and when otherwise required by applicable Development Regulations.

10.2. TRAFFIC SIGNALS. Owner shall install all traffic signals identified as being needed in a Traffic Signal Needs Assessment included within an approved Traffic Impact Analysis that are located wholly within the boundaries of the Property. Owner shall be responsible for constructing full traffic signals (all four legs) or making in-lieu payments for a proportionate share of the costs of a traffic signal at intersections adjacent to the Property as provided in the conditions and stipulations included in Ordinance 2021-1507. Owner shall be responsible for constructing full traffic signals (all four legs), regardless of whether all four corners of the intersection are adjacent to the Property only if the traffic signal is warranted and the City has acquired the right-of-way needed for the traffic signal improvements that will not be located within or adjacent to the Property. If Owner is required to construct full traffic signals (all four legs) for intersections that are not located wholly within the boundaries of the Property, the City shall endeavor to collect contributions for the owners of property adjacent to such signals towards the cost of the City. The City shall not be liable for the failure to collect the contributions discussed

herein.

10.3. OFF-SITE ROADWAYS. Except as otherwise provided herein, including as otherwise provided in Section 10.5.1, Owner shall, at Owner's sole cost, be responsible for constructing or improving Off-Site Roadways (i.e. not located within or abutting the boundaries of the Property) so that there is: (i) adequate lane capacity to maintain Level of Service D, as defined in the most recent edition of the Highway Capacity Manual published by the Transportation Research Board of the National Academies of Sciences at the time of construction, and (ii) adequate pavement structure to support the additional traffic and to provide connectivity to the City's transportation system. The Level of Service of the Off-site Roadways and the number of lanes required shall be determined by any Traffic Impact Analysis prepared pursuant to Section 10.1 as approved by the City Engineer or his/her designee. The Off-Site Roadways required to be constructed hereunder shall be constructed in accordance with the requirements of applicable Development Regulations except as otherwise approved by the City Engineer or his/her designee, which exception shall be supported by documentation required by the City Engineer or his/her designee that supports a waiver. If it is determined by the Owner that it is not financially feasible, or if right-of-way cannot be obtained, to construct permanent improvements, which conform to the City's ultimate street cross-section, the Owner may construct interim street improvements that add the required number of lanes to provide adequate lane capacity. By example, if two lanes of traffic are required in each direction on Rainbow Valley Road, requiring one lane to be added in each direction, the Owner may add one lane each side of the existing two lanes as interim improvements, in lieu of removing the existing two lanes, constructing a median, and then constructing two lanes each side of the median. The Owner will not be entitled to any repayment agreements or impact fee credits for street improvements that are not considered ultimate or permanent in nature.

10.4. WATERMAN WASH CROSSING. Owner shall construct a "high and dry" culvert and/or bridge crossing over the Waterman Wash within the Germann Road alignment, which shall be designed to exceed the base flood elevation with appropriate freeboard for a 100-year storm event. If the base flood elevation has not been established, Owner shall be responsible for preparing the reports, subject to the approval of the City Engineer or his/her designee, necessary to establish the base flood elevation for a 100-year storm event. The crossing referred to herein shall have sufficient traffic lanes to serve the estimated demands generated by the Project, which shall be determined in a City approved Traffic Impact Analysis but which shall have a minimum of two lanes. The crossing referred to herein shall be constructed and completed prior to the issuance of any building permits for vertical construction (including but not limited to building permits for model homes) south and west of the Waterman Wash.

10.5. CONNECTIVITY. To provide connectivity between the Property and the developed areas within the City, including, two points of access that meet the requirements of the applicable Development Regulations, Owner shall construct the following improvements:

10.5.1. Rainbow Valley Road. Owner shall improve sections of Rainbow Valley Road as follows:

a. The section of Rainbow Valley Road from Willis Road to the Willis Road Alignment shall be improved to four lanes with a 20-foot median, thickened edge with shoulder, and drainage improvements to accommodate storm water fun-off from the adjacent road

improvements, which may include a curb, as needed to accommodate the storm water run-off. There shall be two lanes on each side of the median and each lane shall be a minimum of twelve feet wide. This section of Rainbow Valley Road shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the Property.

b. The section of Rainbow Valley Road from the Willis Road Alignment to Germann Road shall be improved as follows. Unless a modification is approved as set forth herein, a full median with ½ median landscaping shall be installed in accordance with the depiction titled (2) Parkway (Northern Project Boundary to Germann Road) as set forth in the Rainbow Valley Road Street Cross Sections. Full half-street improvements shall be installed to the west half of Rainbow Valley Road, including travel lanes, decel lanes, curbs, gutters, sidewalks and drainage improvements as needed to accommodate storm water run-off, in accordance with the depiction titled (2) Parkway (Northern Project Boundary to Germann Rd) as set forth in the Rainbow Valley Street Cross. Two travel lanes, a thickened edge with a shoulder, and_drainage improvements to accommodate storm water fun-off from the travel lanes, which may include a curb, as needed to accommodate the storm water run-off, shall be installed to the east half-of Rainbow Valley Road in accordance with the depiction titled (2) Parkway (Northern Project Boundary to Germann Road) as set forth in the Rainbow Valley Road Street Cross Sections. Notwithstanding the foregoing, if the City Engineer or his/her designee determines, in his or her sole discretion, that the improvements to east half of this section of Rainbow Valley Road can be modified with transitions that meet the applicable requirements in the Engineering Design Standards and Policies in effect at the time of development, without impacting the full-half street improvements required on the west half of Rainbow Valley Road, the City Engineer or his/her designee may approve modified improvements such that there are two travel lanes on the eastern side of Rainbow Valley and a median that separates the two lanes from the improvements on the western side of Rainbow Valley Road with a thickened edge and shoulder and drainage improvements to accommodate storm water fun-off from the travel lanes, which may include a curb, as needed to accommodate the storm water run-off. If a modification is approved, the median shall be a temporary median with no landscaping except that sleeving for irrigation lines for future landscaping shall be installed; and Owner shall be responsible for making an in-lieu payment for ½ the estimated cost of a permanent median in its ultimate configuration and ½ the estimated cost of the landscaping required for the median in its ultimate configuration. Unless modified by a written phasing plan approved by the City Engineer or his designee, this section of Rainbow Valley Road shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the Property. The in-lieu payment required in the event a modification to the requirements for improvements to the east side of this section of Rainbow Valley Road shall be made prior to the recordation of a final plat that includes and portion of the Property adjacent to the section of Rainbow Valley Road between Germann Road and the Willis Road alignment or the occurrence of any event that triggers the obligation to construct the improvements to this section of Rainbow Valley Road.

c. The section of Rainbow Valley Road from Germann Road to southern boundary of the Property shall ultimately be improved with full-street improvements (both sides of the Road) in accordance with the depiction titled (3) Parkway (Germann Rd to Waterman Wash) as set forth in the Rainbow Valley Road Street Cross Sections. The construction of the

required improvements may be phased as follows. The section of Rainbow Valley Road from Germann Road to the southern boundary of the Property shall be improved with a minimum of four travel lanes (two travel lanes on each side of the median), a median, including median landscaping, in accordance with the depiction titled (3) Parkway (Germann Rd to Waterman Wash) as set forth in Rainbow Valley Road Street Cross Sections and shall include a thickened edge with shoulder, and improvements, which may include curbs, as needed to accommodate stormwater run-off from the four lanes, (the "Partial Rainbow Valley Road Improvements"). Unless modified by a written phasing plan approved by the City Engineer or his designee, the Partial Rainbow Valley Road Improvements shall be completed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within any portion of the Property located on the west side of Rainbow Valley Road and south of Germann Road or on the east side of Rainbow Valley Road. The remainder of the improvements needed to complete the full-street improvements (i.e. third travel lanes, full curb, gutter, bike lanes, decel lanes, sidewalks, landscaping, permanent drainage improvements, etc.,) for the section of Rainbow Valley Road that were only partially constructed and the full-street improvements to Rainbow Valley Road that may have been deferred pursuant to a written phasing plan shall be completed in connection with the development of the Property adjacent to such section of Rainbow Valley Road. The remaining improvements and deferred improvements required herein shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the site plan or final plat that triggered the need for the completion of the remaining improvements unless a written phasing plan is approved by the City Engineer or his designee, in which case such improvements shall be completed in accordance with the approved phasing plan.

d. The improvements to Rainbow Valley Road shall be constructed in accordance with the Development Regulations in effect at the time of development and in accordance with the depictions set forth in the Rainbow Valley Road Street Cross Sections except that Owner's obligations with respect to the sections of Rainbow Valley Road that are not adjacent to the Property, shall be limited solely to those improvements described above. For example, if Owner installed the two inside lanes of the section of Rainbow Valley Road that is not adjacent to the Property, Owner would have to install improvements, which may include a curb, as needed to accommodate the storm water run-off from the street and would have to install a thickened edge with shoulder, but Owner would not need to install full curbs, gutters, sidewalks, landscaping, or lights for those sections of the roadway that are not adjacent to the Property.

e. The City Engineer shall approve a written phasing plan for the construction of the Partial Rainbow Valley Road Improvements for the section of Rainbow Valley Road located between Germann Road and the southern boundary of the Property provided that existing street improvements or additional street improvements will be required in connection with such development that will provide access to a section of Rainbow Valley Road that has been improved with at least four travel lanes, median, thickened edge with shoulder, and drainage improvements, which may include a curb, as needed to accommodate the storm water run-off from the four lanes and that connects to Willis Road.

10.5.2. Germann Road. Owner shall improve sections of Germann Road and make in-lieu payments for improvements to Germann Road as follows:

a. The section of Germann Road within the portion of the Property on the west side of Rainbow Valley Road between Rainbow Valley Road and the northern boundary of Waterman Wash generally adjacent to the parcels identified as Parcels 10 and 16 in the Rainbow Valley PAD Development Plan shall ultimately be improved with full-street improvements (both sides of the Road) required for a Minor Arterial as set forth in the Engineering Design Standards and Policies in effect at the time of construction. The construction of the required improvements may be phased as follows. The section of Germann Road within the portion of the Property on the west side of Rainbow Valley Road between Rainbow Valley Road and the northern boundary of the Waterman Wash shall be improved with four travel lanes (two travel lanes on each side of the median), a median, including median landscaping, and shall include thickened edge with shoulder, and improvements, which may include a curb, as needed to accommodate stormwater run-off from the four lanes, (the "Partial Germann Road Improvements"). Unless modified by a written phasing plan approved by the City Engineer or his designee, the Partial Germann Road Improvements shall be completed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within any portion of the Property located on the west side of Rainbow Valley Road on the north side of Waterman Wash generally adjacent to the parcels identified as Parcels 10 and 16 in the Rainbow Valley PAD Development Plan. The remainder of the improvements needed to complete the full-street improvement (i.e. full curb, gutter, bike lanes, decel lanes, sidewalks, landscaping, permanent drainage improvements, etc.,) for the section of Germann Road that was only partially constructed and the full-street improvements to Germann Road that may have been deferred pursuant to a written phasing plan shall be completed in connection with the development of the Property as provided herein. The remaining improvements and deferred improvements required herein shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the site plan or final plat that triggered the need for the completion of the remaining improvements unless a written phasing plan is approved by the City Engineer or his designee, in which case such improvements shall be completed in accordance with the approved phasing plan.

b. The section of Germann Road within the portion of the Property on the west side of Rainbow Valley Road between the western boundary of the Property and the northern boundary of Waterman Wash north side of the Waterman Wash generally adjacent to the parcels identified as Parcels 10 and 16 in the Rainbow Valley PAD Development Plan shall be improved with full-street improvements (both sides of the Road) required for a Minor Arterial as set forth in the Engineering Design Standards and Policies in effect at the time of construction. The construction of this section of Germann Road shall be completed prior to the issuance of any building permit constructed and completed prior to the issuance of any building permits for vertical construction of homes (including but not limited to building permits for model homes) within any portion of the Property located west of Rainbow Valley Road and south of Waterman Wash (i.e. the parcels 17 -22 as reflected in the Rainbow Valley PAD Development Plan.

c. The City Engineer shall approve a written phasing plan for the construction of the Partial Germann Road Improvements for the section of Germann Road within the portion of the Property on the west side of Rainbow Valley Road located between Rainbow Valley Road and the northern boundary of Waterman Wash in connection with the

development of the portion of the Property on the west side of Rainbow Valley Road north of the Waterman Wash portion provided that existing street improvements or additional street improvements will be required in connection with such development that will provide access to a section of Rainbow Valley Road that has been improved with at least four travel lanes, median, including median landscaping, thickened edge with shoulder, and drainage improvements, which may include a curb, as needed to accommodate the storm water run-off from the four lanes.

10.5.3. Road Improvements Adjacent to Parcels 26, 27, & 28. Owner shall construct road improvements along the northern boundary of Parcels 26, 27, and 28 as depicted on the Rainbow Valley PAD Development Plan as follows:

a. If, at the time of development, the alignment for Germann Road is adjacent to or within Parcels 26, 27 and 28 as depicted on the Rainbow Valley PAD Development Plan, then the section of Germann Road adjacent to the portions of the Property within Parcels 26, 27 and 28 as depicted on the Rainbow Valley PAD Development Plan shall be improved with full half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards and Policies in effect at the time of construction except for the one-half median and one-half median landscaping. This includes, but is not limited to pavement, curb, gutter, sidewalks, bike lanes, street frontage landscape, landscape irrigation and street lighting. These improvements shall be completed in connection with the development of the Property adjacent to this section of Germann Road as provided herein. Unless a written phasing plan is approved by the City Engineer or his designee, the approval of a site plan and/or the recordation of a final plat that includes any part of the Property that includes or is adjacent to this section Germann Road triggers the requirement to complete the half-street improvements for the section of Germann Road that is included in or adjacent to the platted property. An in-lieu payment for one-half the cost of a full median and one-half the cost of full median landscaping for the section of Germann Road on the east side of Rainbow Valley Road adjacent to any portions of the Property within Parcels 26, 27 and 28 as depicted on the Rainbow Valley PAD Development Plan shall be remitted to the City prior to the recordation of the first final plat that includes any or all of the portion of the Property within Parcels 26, 27, and 28 as depicted on the Rainbow Valley PAD Development Plan. The half-street improvements described herein shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the site plan or final plat that triggered the need for the completion of the improvements unless a written phasing plan is approved by the City Engineer or his designee, in which case such improvements shall be completed in accordance with the approved phasing plan.

b. If, at the time of development, the alignment for Germann Road is not located adjacent to or within Parcels 26, 27 and 28 as depicted on the Rainbow Valley PAD Development Plan, then Property Owner shall be responsible for constructing street improvements along the northern boundary of Parcels 26, 27 and 28 as depicted on the Rainbow Valley PAD Development Plan needed to provide access to the Property or to the property north of the Property or that is needed to provide a connection between Rainbow Valley Road and other planned north-south roadways such as 175th Avenue. The street shall be improved with full half-street improvements required for a Minor Collector as set forth in the Engineering Design Standards and Policies in effect at the time of construction. Unless a written phasing plan is approved by the City Engineer or his designee, the approval of a site plan and/or the recordation of a final plat that

includes any part of the Property that includes all or part of Parcels 26, 27, and 28 triggers the requirement to complete the half-street improvements described herein. The half-street improvements described herein shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the site plan or final plat that triggered the need for the completion of the improvements unless a written phasing plan is approved by the City Engineer or his designee, in which case such improvements shall be completed in accordance with the approved phasing plan

10.5.4. Second Point of Access From Property West of Rainbow Valley Road. Owner shall provide a second point of access into the portion of the Property west of Rainbow Valley Road other than from Rainbow Valley Road. The second point of access does not have to be an all-weather roadway but which must be accessible by the public. The location of the second point of access is to be determined by the Owner subject to the approval of the City Engineer or his/her designee.

10.5.5. Secondary Access from Property East of Rainbow Valley Road. All areas within the portion of Property east of Rainbow Valley Road shall have access to a secondary access road, other than Rainbow Valley Road, from which City of Goodyear public safety vehicles can access the Property without having to use Rainbow Valley Road. Except as provided herein, the secondary access shall comply with the requirements of the City of Goodyear Fire Code. The surface of the secondary access road(s) do not need to be paved but shall be improved to meet the following standards: (i) the road(s) must withstand the load of a fire apparatus; (ii) the roads must be improved so they will not turn to mud in a rain storm, and, (iii) if the road crosses a wash, a culvert is constructed that will allow emergency vehicles to cross the wash when it is flowing. The location of the secondary access roads shall be determined by the Owner subject to the approval of the City Engineer or his/her designee. Owner shall be responsible for acquiring, at Owner's sole cost and expense, rights-of-way or easements needed for the secondary access roads, whether on-site or off-site, and for improving the roads as provided herein. The improvements required herein shall be constructed prior to the issuance of the first building permit for vertical construction (including but not limited to building permits for model homes) within the portion of the Property east of Rainbow Valley Road.

10.6. DEDICATION FOR REGIONAL BRIDGE. Owner shall dedicate to the City, in fee, any right-of-way located on the Property that is needed for a future regional bridge over Waterman Wash within the Rainbow Valley Road alignment. The dedication referred to herein shall be made when requested by the City Engineer or his/her designee or prior to the recordation of any final plat that includes any portion of Parcel 13, as depicted in the Amended Rainbow Valley PAD, whichever is earlier.

10.7. STREET IMPROVEMENTS ADJACENT TO PUBLIC PROPERTY. Owner shall be responsible for constructing all required improvements for streets adjacent to any portion of the Property conveyed to the City of Goodyear for the development of public infrastructure Owner is required to construct and to any portion of the Property conveyed to any school district for the development of a school site.

FIRE SERVICES

11. FIRE INFRASTRUCTURE. As a condition of development and as described in more detail in this Agreement, Developer is responsible, at its sole cost, except as expressly provided in this Agreement, for: (i) making financial contributions towards the costs of the Estrella Fire Station, including land costs, design and construction costs, and the cost of a fire truck, which costs are more specifically set forth in the Fire Services Agreement; (ii) making financial contributions towards the operating and maintenance costs ("O&M") of operating the Estrella Fire Station that are to be paid pursuant to the Fire Services Agreement; (iii) acquiring a minimum of three (3) acres for a fire station, in a location to be identified by the City, the need for which is generated by service calls from within the Property and for designing, installing, and constructing a fire station on such site that is consistent with the City's standards for its fire stations and for acquiring a fire engine equipped for four (4) persons; and (iv) paying O&M costs for the operation of the new fire station for a period of five years.

11.1. CONTRIBUTION TOWARDS THE COSTS OF ESTRELLA FIRE STATION. The Property is located within an area that is to be served in part by the Estrella Fire Station. Unless NNP and AV Homes, have been fully reimbursed for contributions towards the cost of the Estrella Fire Station, as provided in the Fire Services Agreement, and unless the City has been fully reimbursed for any funds the City expended on the Estrella Fire Station, Owner shall be responsible for paying the City the Estrella Fire Station Payment at the earlier of the following: (i) prior to the issuance of the first construction permit for work within the Property, (ii) the recordation of the first final plat that includes all or part of the Property, or (iii) the approval of the first site plan for development within the Property. The City shall process the adoption and approval of development impact fees for fire and police services that includes the Property within eighteen (18) months from the effective date of this during which time, the City shall (1) process, and, subject to satisfaction of all applicable Development Regulations, approve applications for preliminary plats, construction plans and other applications and (2) process final plat and final site plan applications. However, no final plats or final site plans shall be approved by the City until the approval of the development impact fees for fire and police service or the expiration of the above noted eighteen (18) month period, whichever occurs first. The Development Impact Fee Study for the impact fee for fire services that includes the Property shall include and shall be calculated on the estimated costs of improvements in an approved infrastructure improvements plan that includes the full estimated cost of the Estrella Fire Station.

11.1.1. Fire and Police Impact Fees. The City shall be responsible for managing the process necessary to adopt or amend a development impact fee for fire services and police services that includes the Property as described above and shall be responsible for all costs associated with such adoption or amendment.

11.1.2. Waiver of Impact Fee Moratorium. With respect to development impact fees for fire services, Owner expressly waives it rights under A.R.S. § 9-463.05(F), which provides for the deferral of any new development impact fee and the deferral of the amount of any increase in a modified development impact fee. Owner shall pay development impact fees for fire services in effect at the time a building permit is issued regardless of when such fees were adopted. Owner shall notify all subsequent purchasers of all or part of the Property of this waiver. Owner

shall defend, indemnify and hold harmless the City, its employees, elected officials, agents and consultants for, from and against any and all claims, demands, liens, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court or arbitration costs) arising from or related in any way to allegations of a violation of A.R.S. § 9-463.05(F).

11.1.3. Fire Impact Fee Reimbursements. Owner shall be reimbursed all development impact fees for fire services that are collected within the Property following the adoption of a development impact fee pursuant to Section 11.1 until Owner has been fully reimbursed for the Estrella Fire Station Payment.

11.2. CONTRIBUTION TOWARDS THE O&M COSTS OF THE ESTRELLA FIRE STATION. The Property is located within an area that is expected to be served by the Estrella Fire Station, which is being developed pursuant to the terms of the Fire Services Agreement. Under the Fire Services Agreement, NNP III – Estrella Mountain Ranch, LLC ("NNP") and AV Homes of Arizona LLC ("AV Homes") are required to pay the City O&M payments of $452,000, as adjusted in the Fire Services Agreement, beginning on July 1, 2018 and continuing on the first (1st) day of each calendar quarter for the next nineteen (19) successive calendar quarters, which funding is to be used to hire and train firefighters and to operate and maintain the Estrella Fire Station. Unless the O&M payments owed under the Fire Services Agreement have been fully satisfied at the time of development of the Property, Owner shall be responsible for paying the City an RV O&M Payment as described herein.

11.2.1. Timing of O&M Payment. Owner's obligation to make the RV O&M Payment shall begin at the earlier of the following: (i) prior to the issuance of the first construction permit for work within the Property, (ii) the recordation of the first final plat that includes all or part of the Property, or (iii) the approval of the first site plan for development within the Property. Within ten (10) days of the date Owner's obligation to make the RV O&M Payment begins, Owner shall remit to the City a pro-rated portion of the RV O&M Payment (the "Initial RV O&M Payment"). The initial RV O&M Payment shall be calculated by dividing the number of days remaining in the quarter for which NNP and AV Homes made an EMR Quarterly O&M Payment, by the total days in the quarter multiplied by the RV O&M Payment. For example, the quarterly payments owed under the Fire Services Agreement are to be made on July 1, October 1, January 1 and April 1. If the first preliminary plat approved that includes all or part of the Property was approved on May 31 during the first year EMR Quarterly O&M Payments were to be paid to the City under the Fire Services Agreement (i.e. before there was any CPI adjustment), the Initial RV O&M Payment would be $15,254 (30 days remaining in quarter/ 91 total days in the quarter × $46,270). Following the payment of the Initial RV O&M Payment, Owner shall remit the RV O&M Payment to the City on the dates NNP and AV Homes are required to pay the City the EMR Quarterly O&M Payments owed under the Fire Services Agreement (July 1, October 1, January 1, and April 1) until such time as the O&M payments owed under the Fire Services Agreement have been fully satisfied. The City will remit the RV O&M Payments collected from Owner to NNP and/or AV Homes as agreed upon with NNP and AV Homes. Notwithstanding anything to the contrary herein, no construction permits for work within the Property will be issued, no final plats that include all or part of the Property shall be recorded and no site plans shall be approved until the Initial RV O&M Payment has been paid and no future construction permits will be issued and

no final plats or site plans will be approved if Owner is delinquent in its payment obligation hereunder.

11.3. ADDITIONAL FIRE STATION AND O&M COSTS. Owner shall be responsible, at its sole cost, except as expressly provided in this Agreement, for the development of a new fire station and funding the O&M costs for the new fire station if either of the following two (2) triggers are met: (1) there are more than 500 "Code 3" Service Calls within the Property in a given 365-day period and the response time for those calls for service is greater than eight (8) minutes 30 % or more of the time; or (2) proposed development within the Property is five (5) paved road miles or more for an existing Goodyear fire station.

11.3.1. Dedication of Fire Station Site. If any of the foregoing triggers are met, Owner shall acquire, at its sole cost, except as expressly provided in this Agreement, and dedicate to the City at no cost to the City, a minimum of three (3) acres, in a location to be identified by the City, for a new fire station. In addition to any other actions the City is entitled to take under the terms of the Agreement, the City shall be entitled, without any liability to the City, to withhold approval of all Development Applications until this obligation has been satisfied.

11.3.2. Construction of Fire Station. If any of the foregoing triggers are met, Owner shall, at its sole cost, except as expressly provided in this Agreement, pay the City for the costs of designing, constructing, and equipping a fire station and for acquiring a fire engine equipped for four (4) persons. The City shall provide Owner an engineer's estimate of the costs of designing, constructing and equipping the fire station and an estimate of the cost of a fire engine equipped for four (4) persons. Owner shall provide the City with an irrevocable letter of credit in an amount sufficient to cover the estimated costs of designing, constructing, and equipping a fire station and for acquiring a fire engine equipped for four (4) persons with a term that will cover the length of the construction project. The terms of such irrevocable letter of credit shall allow the City to draw upon the letter of credit in the event Owner files a petition seeking protection under United States bankruptcy code; to pay construction costs incurred by the City and/or cost of acquiring the fire engine, and shall allow the City to fully draw upon the letter of credit if the construction project is likely to continue before the expiration of the letter of credit and a replacement irrevocable letter of credit has not been provided at least sixty (60) days before the expiration of the letter of credit. In the event the actual costs of costs of designing, constructing, and equipping a fire station and of acquiring a fire engine equipped for four (4) persons exceed the amount of the irrevocable letter, Owner shall increase the amount of the letter of credit to cover the shortage or reimburse the City for any costs paid by City funds. In addition to any other actions the City is entitled to take under the terms of the Agreement, the City shall be entitled, without any liability to the City, to withhold approval of all Development Applications until it has been fully reimbursed for any costs related to the design, construction, equipping of the fire stations and/or for the acquisition of a fire engine equipped for four (4) persons paid by City funds. Upon completion of the fire station, Owner shall dedicate to the City, at no cost to the City, the completed fire station and fire engine.

11.3.3. O&M for New Fire Station. If any of the foregoing triggers are met, Owner shall, at its sole cost, except as expressly provided in this Agreement pay the City for the O&M costs ("O&M Payment") for a period of five (5) years as follows.

a. The initial amount of the annual O&M Payment shall be determined based upon the City's current costs for operating and maintaining a fire station comparable to the new fire station referred to herein. City shall provide Owner reasonable documentation supporting the current costs to operate and maintain a station comparable to the new fire station referred to herein.

b. The O&M Payments shall automatically be adjusted on an annual basis, beginning one-year from the date the first O&M Payment is due, to reflect the positive change, if any, in the Consumer Price Index for All Urban Consumers-Phoenix published by the United States Bureau of Labor Statistics for the prior twelve (12) month period. For example, if the annual O&M Payment is $1,808,000 and the payments began on June 1, 2025, the annual O&M Payment for the period June 1, 2026 through May 31, 2027 would be $1,862,240 if the CPI for the prior 12-month period (June 1, 2025 through May 31, 2026) was 3% ($1,808,000.00 x 103%). The annual CPI adjustment will be based upon the prior year's annual O&M Payment amount and in no case shall be adjusted downward due to a negative annual CPI.

c. The Owner shall pay the City the annual O&M Payment in equal amounts on a quarterly basis. The first quarterly payment shall be due on the first day of the first calendar quarter (i.e. January 1, April 1, July 1, October 1) following the issuance of a certificate of occupancy for the new fire stations and the subsequent O&M Payments shall be paid thereafter on the first day of each calendar quarter for the next nineteen (19) successive calendar quarters.

d. The City has not identified any other parties or property that will be served by the new stations other than the Property. Following the conveyance of the fire station site, the City shall prepare a detailed map identifying the benefited area of the new station. Should new residential development occur within the benefitted area other than the Property during the time which quarterly O&M Costs payments are being made by Owner to the City, the City agrees to use its best efforts to secure a proportionate contribution by those third parties towards the quarterly O&M Payments then being made by Owner to the extent that quarterly O&M Payments are still owed to the City under this Agreement.

e. In addition to any other actions the City is entitled to take under the terms of the Agreement, the City shall be entitled, without any liability to the City, to withhold approval of all Development Applications until it has been fully reimbursed for any O&M Payments owed the City under this Agreement.

PARKS

12. <u>OPEN SPACE AND PARKS</u>. The development of the Property shall comply with

the Amended Rainbow Valley PAD, as modified by this Agreement, or the Goodyear Parks Master Plan in effect when the Property develops, whichever will provide the most open space, parks and recreational amenities, and Owner shall, at its sole cost, design, install, construct and equip all parks, open space, and recreational amenities that are to be developed, including but not limited to the Waterman Wash Paths and the Regional Trail. Notwithstanding the foregoing, and except for changes in requirements for park amenities and design requirements, the development of the Property may comply with the open space and park areas as reflected in the Amended Rainbow Valley PAD as modified by this Agreement, regardless of the open space area or park area requirements of the Goodyear Parks Master Plan in effect on the effective date of this Agreement, provided that on or before October 28, 2029, Owner has satisfied all of the following: (i) recorded a final plat for the development of the entire First Phase; (ii) provided the City with a subdivision bond to ensure the completion of the open space, parks, recreational amenities, and External Infrastructure that is to be constructed within the First Phase and for all off-site infrastructure, (iii) completed construction of the off-site infrastructure and External Infrastructure that is to be completed in connection with the development of the First Phase; (iv) completed construction of the road improvements to Rainbow Valley Road described in Section 10.5.1 and 10.5.2; and (v) obtained a building permit for vertical construction of at least one production home within the First Phase.

12.1. WATERMAN WASH PATHS. Owner shall design and construct the Waterman Wash Paths in accordance with the recommended guidelines for Paths in the Goodyear Path/Trail System Design Guidelines attached as an appendix to the Goodyear Parks Master Plan in effect at the time of development.

12.1.1. Path Crossings. The section(s) of the Waterman Wash Path(s) that cross over any Waterman Wash Crossing(s) shall be constructed in compliance with the recommended guidelines for the applicable type of crossing as set forth in the guidelines for crossings in the Goodyear Path/Trail System Design Guidelines attached as an appendix to the Goodyear Parks Master Plan in effect at the time of development.

12.1.2. Waterman Wash Crossings. If any Waterman Wash Crossing crosses over sections of existing Waterman Wash Path(s), the Waterman Wash Path shall be modified as needed to provide a crossing over or under the Waterman Wash Crossing that meets the requirements for the applicable type of crossing as set forth in the guidelines for crossings in in the Goodyear Path/Trail System Design Guidelines attached as an appendix to the Goodyear Parks Master Plan in effect at the time of development.

12.1.3. Dedications for Grade Separated Crossings. Owner shall dedicate to the City, in a form acceptable to the City Attorney or his/her designee, any additional public access and maintenance easement(s) needed for grade separated crossings

12.1.4. Dedications for Waterman Wash Paths. Owner shall dedicate to the City either a public access and maintenance easement or fee ownership for the entire North Waterman Wash Path and the entire South Waterman Wash Path, which shall be no less than 36 feet in width. The dedication shall be made at the earlier of the following: upon request of the City Engineer or his/her designee or the City's acceptance, following the expiration of the two-year

warranty period, of the completed Waterman Wash Paths, or sections thereof. Should the dedication required herein be made prior to the construction of the Waterman Wash Paths, or sections thereof if the construction is phased, the City shall provide, at no cost to Owner, easements as may be needed for Owner to complete the North Waterman Wash Path and South Waterman Wash Path.

12.1.5. Timing of North Waterman Wash Path Improvements. The North Waterman Wash Path Improvements along the portion of the North Waterman Wash Path located north of the Germann Road alignment shall be improved as part of the public infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property located within Parcel 3, and/or Parcel 10 as depicted in the Rainbow Valley PAD Development Plan. The North Waterman Wash Path Improvements along the portion of the North Waterman Wash Path located south of the Germann Road alignment shall be improved as part of the public infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property located within Parcel 13, and/or Parcel 14 as depicted in the Rainbow Valley PAD Development Plan.

12.1.6. Timing of South Waterman Wash Path Improvements North of Germann Road. The South Waterman Wash Path Improvements along the portion of the South Waterman Wash Path located north of the Germann Road alignment shall be improved as part of the public infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property located within Parcel 17 as depicted in the Rainbow Valley PAD Development Plan. Notwithstanding the foregoing, the South Waterman Wash Path Improvements along the portion of the South Waterman Wash Path located north of the Germann Road alignment shall be constructed in connection with the recordation of any final plat or approval of any site plan, which when combined with all prior final plat and site plan approvals, approves the development of 75 acres or more of the Property south of the Waterman Wash unless the City agrees, in its sole discretion that the construction of the South Waterman Wash Path Improvements can be delayed and Owner has provided the City financial assurances in a form acceptable to the City to ensure the completion of the South Waterman Wash Path Improvements, which may include, but is not limited to, bonds ensuring the completion of the path, irrevocable letters of credit, escrow accounts.

12.1.7. Timing of South Waterman Wash Path Improvements South of Germann Road. The South Waterman Wash Path Improvement along the portion of the South Waterman Wash Path located south of the Germann Road alignment shall be improved as part of the public infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property located within Parcel 19, Parcel 21, and/or Parcel 22 as depicted in the Rainbow Valley PAD Development Plan.

12.1.8. Reimbursements for Waterman Wash Path Dedications. If the property for the Waterman Wash Paths is conveyed to the City in fee and, subject to compliance with all applicable statutory requirements, including the cost of the Waterman Wash Paths improvements and the value of the property conveyed for the Waterman Wash Paths in a properly adopted Infrastructure Improvements Plan and a properly adopted Development Impact Fee,

Owner shall be entitled to reimbursements from the category of development impact fees that include the Waterman Wash Paths as provided in this Agreement.

12.2. T-2 TRAILHEAD. Owner shall design and construct the T-2 Trailhead Facilities. Owner shall dedicate to the City either a public access and maintenance easement or fee ownership for the T-2 Trailhead Site upon request of the City Engineer or his/her designee or the City's acceptance, following the expiration of the two-year warranty period of the completed T-2 Trailhead Facilities. Should the dedication required herein be made prior to the construction of the T-2 Trailhead Facilities, the City shall provide, at no cost to Owner, easements as may be needed for Owner to complete the T-2 Trailhead Facilities. The T-2 Trailhead Site shall be improved as part of the construction of the section of North Waterman Wash Path located south of the Germann Road alignment. If the property for the T-2 Trailhead site is conveyed to the City in fee and, subject to compliance with all applicable statutory requirements, including the inclusion of the cost of the T-2 Trailhead Facilities and the value of the T-2 Trailhead Site, in a properly adopted Infrastructure Improvements Plan and a properly adopted Development Impact Fee, Owner shall be entitled to reimbursements from the category of development impact fees that include the T-2 Trailhead Facilities as provided in this Agreement.

12.2.1. Location of T-2 Trailhead. Owner shall locate and design the T-2 Trailhead Site to provide full and safe vehicular access into T-2 Trailhead Site. The T-2 Trailhead shall be located outside of the flood plain and outside of Waterman Wash somewhere within Parcel 13 and shall be located so as to provide full and safe vehicular access into T-2 Trailhead Site off of Rainbow Valley Road.

12.3. WATERMAN WASH. The Waterman Wash shall be owned by a homeowner's association, which shall be formed prior to the recordation of the first final plat within the Property. The homeowner's association shall be responsible for the maintenance of the Waterman Wash. Unless the property needed for the Waterman Wash Paths is conveyed to the City in fee, the Waterman Wash Paths shall be owned by the homeowner's association, but the City shall, pursuant to the terms of the Public Access and Maintenance Easement that is to be dedicated to the City as provided in this Agreement, be responsible for the maintenance of the Waterman Wash Paths. Unless the T-2 Trailhead Site is conveyed in fee to the City, the T-2 Trailhead Site shall be owned by the homeowner's association, but the City shall, pursuant to the terms of the Public Access and Maintenance Easement that is to be dedicated to the City as provided in this Agreement, be responsible for the maintenance of the T-2 Trailhead Facilities.

12.4. REGIONAL TRAIL. Owner shall design and construct the Regional Trail located within the Property in accordance with the recommended guidelines for Trails in the Goodyear Path/Trail System Design Guidelines attached as an appendix to the Goodyear Parks Master Plan in effect at the time of development.

12.4.1. Dedication for Regional Trail. Owner shall dedicate to the City either a public access and maintenance easement for the Regional Trail or fee ownership of the property needed for the Regional Trail. The dedication shall be made at the earlier of the following: upon request of the City Engineer or his/her designee or upon the recordation of any final plat that includes any portion of the Property located within Parcel 22 as depicted in the Rainbow Valley

PAD Development Plan. Should the dedication required herein be made prior to the construction of the Regional Trail, the City shall provide, at no cost to Owner, easements as may be needed for Owner to complete the Regional Trail. The Regional Trail shall be improved as part of the public infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property located within Parcel 22 as depicted in the Rainbow Valley PAD Development Plan. If the property for the Regional Trail is conveyed to the City in fee and, subject to compliance with all applicable statutory requirements, including the inclusion of the cost of the Regional Trail improvements and the value of the property conveyed for the Regional Trail in a properly adopted Infrastructure Improvements Plan and a properly adopted Development Impact Fee, Owner shall be entitled to reimbursements from the category of development impact fees that include the Regional Trail as provided in this Agreement

12.4.2. Maintenance of Regional Trail. Unless the property for the Regional Trail is conveyed to the City in fee, the Regional Trail shall be owned by a homeowner's association, which shall be formed prior the recordation of the first final plat subdividing all or part of the Property. Unless the property for the Regional Trail is conveyed to the City in fee, the City shall, pursuant to the terms of the Public Access and Maintenance Easement that is to be dedicated to the City as provided in this Agreement, be responsible for the Regional Trail.

12.5. ENHANCED NEIGHBORHOOD PARKS

12.5.1. Enhanced Neighborhood Park in Parcel 8. The Enhanced Neighborhood Park that is to be developed in Parcel 8, as depicted in the Rainbow Valley Open Space & Trails Plan, shall be constructed at the earlier of the following: (i) as part of the infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property adjacent to Parcel 8, which under the current development plan would be Parcel 7, Parcel 10, and if it is to be developed as residential property, Parcel 9 as depicted in the Rainbow Valley PAD Development Plan; (ii) as part of the infrastructure improvements that are to be constructed in connection with the recordation of any final plat or approval of any site plan for residential development, which when combined with all prior approved final plats and approved site plans for residential development approves the development of 210 acres or more of the Property north of the Waterman Wash and north of the Germann Road alignment. For purposes of this Section 12.5.1 a property is adjacent to Parcel 8 if the parcels are separating only by right of way dedicated for a collector road. If the obligation to construct the neighborhood park is triggered by the platting of any of the parcels adjacent to Parcel 8, as depicted in the Rainbow Valley PAD Development Plan, no building permits for vertical construction of residential structures, other than for model homes, shall be issued within any parcels adjacent to Parcel 8, as depicted in the Rainbow Valley PAD Development Plan until the park has been completed or the City has been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts. If the obligation to construct the neighborhood park is triggered by the recordation of any final plat or approval of any site plan for residential development, which when combined with all prior approved final plats and approved site plans for residential development approves the development of 210 acres or more of the Property north of the Waterman Wash and north of the Germann Road alignment, no building

permits for vertical construction of residential structures, other than for model homes, shall be issued within any of the Property located north of Waterman Wash and north of the Germann Road alignment until the park has been completed or the City has been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts.

12.5.2. Enhanced Neighborhood Park in Parcel 16. The Enhanced Neighborhood Park that is to be developed in Parcel 16, as depicted in the Rainbow Valley Open Space & Trails Plan, shall be constructed at the earlier of the following: (i) as part of the infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property adjacent to Parcel 16, which under the current development plan would be Parcel 14 and Parcel 15; (ii) as part of the infrastructure improvements that are to be constructed in connection with the recordation of any final plat or approval of any site plan for residential development, which when combined with all prior approved final plats and approved site plans for residential development approves the development of 125 acres or more of the Property north of the Waterman Wash and south of the Germann Road alignment. If the obligation to construct the neighborhood park is triggered by the platting of any of the parcels adjacent to Parcel 16, as depicted in the Rainbow Valley PAD Development Plan, no building permits for vertical construction of residential structures, other than for model homes, shall be issued within any parcels adjacent to Parcel 16, as depicted in the Rainbow Valley PAD Development Plan until the park has been completed or the City has been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts. If the obligation to construct the neighborhood park is triggered by the recordation of any final plat or approval of any site plan for residential development, which when combined with all prior approved final plats and approved site plans for residential development approves the development of 125 acres or more of the Property north of the Waterman Wash and south of the Germann Road alignment, no building permits for vertical construction of residential structures, other than for model homes, shall be issued within any of the Property located north of Waterman Wash and south of the Germann Road alignment until the park has been completed or the City has been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts.

12.5.3. Enhanced Neighborhood Park in Parcel 20. The Enhanced Neighborhood Park that is to be developed in Parcel 20, as depicted in the Rainbow Valley Open Space & Trails Plan, shall be constructed at the earlier of the following: (i) as part of the infrastructure improvements that are to be constructed in connection with the recordation of the first final plat that includes any portion of the Property adjacent to Parcel 20, which under the current development plan would be Parcel 19, and Parcel 21; (ii) as part of the infrastructure improvements that are to be constructed in connection with the recordation of any final plat or approval of any site plan for residential development, which when combined with all prior approved final plats and approved site plans for residential development approves the development of 106 acres or more of the Property south of the Waterman Wash. If the obligation to construct the neighborhood park is triggered by the platting of any of the parcels adjacent to Parcel 20, as

depicted in the Rainbow Valley PAD Development Plan, no building permits for vertical construction of residential structures, other than for model homes, shall be issued within any parcels adjacent to Parcel 20, as depicted in the Rainbow Valley PAD Development Plan until the park has been completed or the City has been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts. If the obligation to construct the neighborhood park is triggered by the recordation of any final plat or approval of any site plan for residential development, which when combined with all prior approved final plats and approved site plans for residential development approves the development of 106 acres or more of the Property south of the Waterman Wash, no building permits for vertical construction of residential structures, other than for model homes, shall be issued within any of the Property located south of Waterman Wash until the park has been completed or the Cityhas been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts.

12.54. Enhanced Neighborhood Park in Parcel 38. The Enhanced Neighborhood Park that is to be developed in Parcel 38, as depicted in the Rainbow Valley Open Space & Trails Plan, shall be constructed in connection with the recordation of the first final plat or the approval of the first site plan that includes any portion of the Property located east of Rainbow Valley Road. No building permits for vertical construction of residential structures, other than for model homes, shall be issued within any portion of the Property located east of Rainbow Valley Road until the Enhanced Neighborhood Park referred to herein has been completed or the City has been provided financial assurances, in a form acceptable to the City, to ensure the completion of the park, which may include, but is not limited to, bonds ensuring the completion of the park, irrevocable letters of credit, escrow accounts.

REGIONAL INFRASTRUCTURE AND FINANCE

13. REGIONAL INFRASTRUCTURE REIMBURSEMENT: Owner acknowledges that as one of the initial developers of property in the area known as Rainbow Valley, it may be responsible for acquiring rights-of-way, acquiring capital equipment, and designing, installing and/or constructing public infrastructure that may benefit other properties in the region. For instance, Owner, as an initial developer in Rainbow Valley, may be required to design, install, and/or construct transportation improvements (including the expansion of existing roadway(s) that otherwise would be the responsibility of the owners of property adjacent to such roadways. Similarly, Owner will be responsible for constructing infrastructure improvements identified by the City as being necessary for the City to provide wastewater services to the Property that may also serve other properties in the region. The City cannot guarantee, reimbursements for the costs incurred by Owner in acquiring Off-Site Rights-of-Way, capital equipment, designing, constructing, and installing public infrastructure required to support the development of the Property and/or to allow the City to provide City services to the Property, the need for which is generated by the development of the Property but which may also benefit properties other than the Property. Without providing any guarantees, the City shall make a good faith effort to obtain reimbursements for this Regional Infrastructure as provided below.

13.1. COST RECOVERY. Cost recovery may be used to provide reimbursements for Regional Street Improvements and Regional Utility Lines installed by Owner. To the extent legally permissible and provided Owner, at its sole cost, provides the City with all necessary information and studies to support the enactment of a Cost Recovery Ordinance/Resolution as allowed under the Goodyear Code of Ordinances, Article 24-1, as it may be amended, City Staff shall take the steps necessary for the enactment of a Cost Recovery Ordinance/Resolution that will allow the City to require other developers or property owners whose properties receive a Special Benefit (not General Public Benefit) from the construction or installation of the Regional Street Improvements and/or Regional Utility Lines as provided in Article 24-1 of the Goodyear Code of Ordinances as it may be amended, to reimburse Owner to the extent of the Special Benefit. Owner shall be responsible for funding all of the costs incurred in enacting a Cost Recovery Ordinance/Resolution, including but not limited to, the costs of engineering studies, publication costs, costs of providing all required documentation, and costs related to legal challenges to the enactment or application of such ordinance. The reimbursements provided for pursuant to this Section 13.1 shall, to the extent legally permissible, include reimbursements for the costs Owner incurs in connection with the enactment of a Cost Recovery Ordinance/Resolution and for the costs Owner incurs in securing any real property interests (right- of-way, facility sites, easements, etc.) needed for the construction of the Regional Infrastructure that are not on the Property. The City does not guarantee the enactment of a Cost Recovery Ordinance/Resolution. The City's sole liability with respect to the use of Cost Recovery as a reimbursement mechanism is to remit to Owner all monies collected pursuant to such Cost Recovery Ordinance/Resolution and to endeavor to enforce any Cost Recovery Ordinance/Resolution enacted.

13.2. RESERVATION OF CAPACITY. Reservation of capacity may be used to provide reimbursements for Regional Utility Lines and Regional Utility Facilities (i.e. regional: treatment facilities, storage facilities, plants, transmission lines, delivery lines etc.) that Owner is required to construct that are capable of serving more than just the Property. If Owner is required to construct utility infrastructure improvements that will be capable of serving more than just the Property, the City shall reserve the capacity in excess of what is needed to serve the Property subject to the following. Any reservation of capacity must be provided for by an amendment to this Agreement. The amendment shall provide for the reserved capacity to be owned by the entity that constructed the utility infrastructure improvements subject to the caveat that the City shall be entitled to convey rights to the excess capacity at an established price per gallon. The sales prices per gallon of the excess capacity shall be included in the amendment and shall be based on the actual cost of constructing the infrastructure improvements. Owner, at its sole cost, shall provide the City all necessary information and studies to support the sale price for the excess capacity.

13.3. DEVELOPMENT IMPACT FEES. Except as provided in this Section 13.3, development impact fees may be used as a source of reimbursement for Regional Infrastructure that Owner is required to construct. Development impact fees cannot be a source of reimbursement for street infrastructure Owner is required to construct pursuant to applicable Development Regulations, and development impact fees cannot be a source of reimbursement for Regional Street Improvements subject to the following:

13.3.1. Owner's Responsibility for Adoption of Impact Fees. Except for the adoption of police and fire development impact fees referred to in in Section 11.1 and the

adoption of a street/transportation development impact fee to allocate the costs of the expansion of the Estrella Parkway bridge necessitated by new growth south of the Gila River, Owner understands and acknowledges that the City has not adopted, nor does the City have any plans currently to adopt, development impact fees for the Rainbow Valley area, including the Property. Accordingly, if Owner desires to receive development impact fee reimbursements as a source of reimbursement for Regional Infrastructure Owner shall be responsible for providing the City with information needed for the adoption of development impact fees and for funding all of the costs incurred by the City in preparing all of the studies necessary for the adoption of Development Impact Fees, including the Land Use Study, the Infrastructure Improvements Plan ("IIP"), and the Development Impact Fee Study. Owner shall be responsible for providing the City with estimates for the costs of the Regional Infrastructure that Owner will be constructing and for which reimbursement from development impact fees will be sought. The estimate shall be prepared and sealed by a licensed professional engineer.

13.3.2. Owner's Payment of Costs Incurred in Adoption of Impact Fees. Prior to the City retaining a consultant to prepare the studies and reports required for the adoption of development impact fees, Owner shall remit to the City the estimated costs of the development impact fee adoption process. If the actual costs incurred by the City exceed the estimated costs, Owner shall remit the difference to the City before the City presents the proposed development impact fees to the Goodyear City Council for approval. To the extent legally permitted, these costs shall be included in the calculations of Development Impact Fees, and if such costs are included in the Development Impact Fee, Owner shall be entitled to reimbursement from development impact fees for the costs incurred as provided herein.

13.3.3. City Control Over Impact Fee Adoption Process. The City shall select a consultant to prepare the necessary studies and reports statutorily required for the adoption of development impact fees, which requirements are currently set forth in A.R.S. § 9-463.05. Owner shall have the discretion to participate in the IIP and development impact fee study on the same terms as other stakeholders who will be affected by any development impact fees that may be enacted.

13.3.4. Legislative Discretion. The determination of whether Development Impact Fees are to be used as a means of paying for Regional Infrastructure necessary to serve the Rainbow Valley Area, including the Property shall be left to the legislative discretion of the Mayor and Council of the City of Goodyear. If the Mayor and Council of the City of Goodyear fail to adopt development impact fees after Owner has funded the costs of the IIP and Development Impact Fee study, the City shall refund to Owner, without interest, the funds Owner paid the City for the costs of the development impact fee adoption process.

13.3.5. Reimbursements of Impact Fees Collected. If an infrastructure improvement is included in an Infrastructure Improvement Plan ("IIP") and in a Development Impact Fee Study that has been adopted and is being collected by the City and if Owner constructs such improvement, Owner shall be entitled to reimbursements of development impact fees that include the infrastructure improvement as follows. Owner shall receive reimbursements of development impact fees, which include the infrastructure improvement, that are collected within the Property and within other properties subject to the development impact fee. The amount of the reimbursements to be remitted to Owner shall be calculated based on the percentage the cost of

the eligible improvement, as reflected in the adopted impact fee study, bears to the overall adopted impact fee. For instance, if the cost of a wastewater treatment plant represents 50% of the costs of all of the infrastructure improvements included in the calculation of the wastewater development impact fee, the maximum amount of the reimbursement Owner will receive for constructing the treatment plant will be 50% of the wastewater development impact fee collected. The total amount of the reimbursements Owner is to receive hereunder shall not exceed the lesser of the following: (i) the actual costs Owner incurred for the design, installation and/or construction of the reimbursement eligible infrastructure improvement or (ii) the amount allocated in the Development Impact Fee for the reimbursement eligible infrastructure improvement less applicable offsets.

13.3.6. Reductions for Statutory Refunds. Currently state law requires that of all or part of development impact fees collected be reimbursed if the infrastructure included in the IIP and in an adopted Development Impact Fee Study has not been completed within the statutorily prescribed time frame and if the actual costs of the infrastructure constructed was less than the estimated cost of the infrastructure included in the IIP that was used to calculate the amount of the development impact fee. If the City is required by state or local law, now or in the future, to provide reimbursements of any development impact fees collected, the City shall be entitled, without any liability to the City, to reduce the amount of reimbursements that would otherwise be owed under this Agreement by the amount of such development impact fee reimbursements.

13.3.7. Limitation of Liability for Development Impact Fees. Owner expressly acknowledges that any Development Impact Fee adopted may not provide for the recovery of the full cost of constructing the public infrastructure improvement for a variety of reasons, including, by way of example, inflation, under estimation of the cost of the improvement, required offsets, and the like. Owner further agrees that the City's sole liability with respect to the use of Development Impact Fees as a reimbursement mechanism is to collect Development Impact Fees enacted by the Mayor and Council of the City of Goodyear, to the extent legally permissible, and to distribute reimbursements as provided for in Section 13 and all subsections therein.

13.3.8. Impact of Legislative Changes. The foregoing provisions of Section 13 shall be of no force or effect if any future legislation or court order either eliminates the ability of the City to collect development impact fees, temporarily or permanently reduces the amount of fees eligible for reimbursement, or otherwise makes it impracticable for the City to use Development Impact Fees as a means of paying for Regional Infrastructure necessary to serve new development in the Rainbow Valley Area, including the Property. Owner further agrees that if the provisions in Section 13 and all subsections therein are inconsistent with future legislation related to development impact fees or with any court decision interpreting the requirements of any legislation related to development impact fees, the Agreement shall be amended as needed to comply with such legislation and/or court decision.

13.4. OTHER REIMBURSEMENT MECHANISMS. In accordance with applicable federal, state, and local laws and with City guidelines and policies in effect when the request is made, the City will consider requests by Owner to pursue available funding mechanisms that do not create contingent liabilities on the part of the City, to aid in the financing the costs of

the design and construction of public infrastructure to be constructed by Owner. Nothing contained herein shall be construed, however, to compel the City to enact legislation or to take any action either to allow cost recovery, form a community facilities district, improvement district or other special taxing district, or to enact any other legislation or take any other action to provide financing for the public infrastructure to be constructed by Owner.

13.5. SINGLE REIMBURSEMENT SOURCE. Owner further understands and agrees that only one form of reimbursement mechanism may be used for reimbursement of the costs incurred in constructing any improvement that is Regional Infrastructure. For example, if development impact fees is to be a source of reimbursement for Regional Utility Lines, the Regional Utility Lines cannot also be the subject to reimbursement under cost recovery.

13.6. COMPLIANCE WITH TITLE 34. To be eligible for any reimbursement hereunder, Owner shall comply with all applicable state laws governing the procurement of services related to the design, installation, and/or construction of public infrastructure for which reimbursement is sought, including the requirements of Title 34 of the Arizona Revised Statutes.

13.7. REIMBURSEMENT REQUIREMENTS. Reimbursements that are to be provided hereunder shall be paid to the Owner that conveys to the City the infrastructure improvements for which reimbursements are being provided. No reimbursements shall be made until all of the following have occurred: (i) infrastructure improvements for which reimbursement is sought have been conveyed to the City lien free and at no cost to the City; (ii) the City has accepted, subject to completion of the two-year warranty period, the infrastructure improvements; and (iii) all documentation reasonably requested by the City Engineer of his/her designee to establish the right to reimbursement, such as documentation establishing compliance with Title 34, lien releases, documents establishing the cost of the infrastructure, etc.

13.8. LIMITATION ON AMOUNT OF REIMBURSEMENT. Regardless of the source(s) of reimbursement, Owner is not entitled to reimbursements for the design, installation and/or construction of any reimbursement eligible public infrastructure in excess of the actual amount expended for the design, installation and/or construction of the reimbursement eligible public infrastructure.

13.9. WAIVER OF REIMBURSEMENT. The City cannot guarantee, reimbursements for the costs incurred by Owner in constructing Regional Infrastructure, including costs of acquiring Off-Site Rights-of-Way, acquiring capital equipment, designing, constructing, and installing public infrastructure required to support the development of the Property and/or to allow the City to provide City services to the Property, the need for which is generated by the development of the Property but which may also benefit properties other than the Property ("Regional Infrastructure"). Although the City has agreed to make a good faith effort to provide reimbursements for the costs of such Regional Infrastructure subject to the terms and conditions set forth in this Agreement, there are no guarantees Owner will receive such reimbursements, and Owner expressly waives any and all claims it may have against the City for reimbursement for the costs incurred in constructing Regional Infrastructure,. The provisions of this Section 13.9 shall survive the expiration or earlier termination of this Agreement.

13.10. NO INTEREST. Owner agrees that no interest will accrue or be owed for any reimbursements or credits to be provided pursuant to the terms of this Agreement.

13.11. ASSIGNMENT. An Owner who has satisfied the requirements of Section 13.7 and is entitled to a reimbursement shall be allowed to assign the rights to such reimbursement subject to the Owner seeking to assign its rights to reimbursements, the entity being assigned the reimbursement rights and the City having executed in writing an Assignment of Reimbursement Rights (the "Assignment'), which shall be in a form provided by the City. The Assignment shall include the assignee's contact information and bank routing information and shall be subject to the terms of the reimbursement provisions in Section 13 and all subsections therein of this Agreement, including by way of example and in the case of reimbursements of development fees, the terms related to the calculation of the development impact fees and reductions for reimbursements that the City is required to make if the infrastructure included in the IIP and in an adopted Development Impact Fee Study has not been completed within the statutorily prescribed time frame and if the actual costs of the infrastructure constructed was less than the estimated cost of the infrastructure included in the IIP that was used to calculate the amount of the development impact fee.

GENERAL TERMS

14. ENTIRE AGREEMENT. This Agreement, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

15. AMENDMENTS. This Agreement shall only be modified, amended or restated by a writing executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

15.1. WAIVER OF FEES. The City agrees to waive all fees applicable to the modification, amendment or restatement of this Agreement or the creation of a new development agreement that are needed to modify or implement the terms of this Agreement. Notwithstanding the foregoing, fees will apply for modifications, amendments and restatements of this Agreement and for new that are necessary because of changes in the development standards, land use plans, or the like as reflected in the Amended Rainbow Valley PAD.

16. NOTICES AND FILINGS. Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 190 North Litchfield Road Goodyear, Arizona 85338	**Rainbow Valley 2011, LLC:** Michael L. Merriman Manager 7595 E. McDonald Dr., Suite 130 Scottsdale, Arizona 85250
copy to: City of Goodyear Attn: Development Services Director 190 North Litchfield Road Goodyear, Arizona 85338	**Xanadu Investments, LLC:** Michael L. Merriman Manager 7595 E. McDonald Dr., Suite 130 Scottsdale, Arizona 85250
copy to: City of Goodyear Attn: City Attorney 190 North Litchfield Road Goodyear, Arizona 85338	**Tonto Corporation:** Justin Carlson Company 16700 N. Thompson Peak Pkwy., Suite 230 Scottsdale, Arizona 85260
	copy to: Tiffany & Bosco, P.A. Attn: William E. Lally/Shaine T. Alleman 2525 E Camelback Road, Seventh Floor Phoenix, Arizona 85016

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

17. **COVENANTS RUNNING WITH THE LAND**. Except as otherwise provided in Section 19 the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

18. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in Section 19, the provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and their Successors and Assigns.

19. **TERMINATION OF AGREEMENT AS TO RESIDENTIAL LOTS.** The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property on: (i) any portion of the

Property conveyed to the City of Goodyear; (ii) any portion of the Property conveyed to any Political Subdivision; and (iii) any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued. The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any portion of the Property conveyed to the City of Goodyear, any portion of the Property conveyed to any Political Subdivision, and any residential lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued, and such portions of the Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

20. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

21. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

22. **BUSINESS DAYS.** If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

23. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

24. **NO WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

25. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presidingjudge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute

resolution procedure. The terms of this Section 25 shall survive the expiration or earlier termination of this Agreement.

26. WAIVER OF JURY TRIAL. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.** The terms of this Section 26 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

27. LIMITATION ON CLAIMS. **IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT.** The terms of this Section 27 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

28. SECTION HEADINGS. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

29. FAIR INTERPRETATION. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 29 shall survive the expiration or earlier termination of this Agreement.

30. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties

agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 30 shall survive the expiration or earlier termination of this Agreement.

31. **SURVIVAL CLAUSE**: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 31 to other provisions in the Agreement.

32. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the Effective Date of this Agreement, Owner represents and warrants the following:

32.1. OWNERSHIP. Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company and Tonto Corp., a Nevada corporation own the Property and each has the full right and authority to submit their interests in the Property to the obligations hereunder.

32.2. AUTHORIZATIONS.

32.2.1. Rainbow Valley 2011, LLC, an Arizona limited liability company is an Arizona limited liability company, qualified to do business in Arizona and in good standing. Rainbow Valley 2011, LLC, an Arizona limited liability company (including the person signing for Rainbow Valley 2011, LLC, an Arizona limited liability company) has the authority and the right to enter into this Agreement and Rainbow Valley 2011, LLC, an Arizona limited liability company is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

32.2.2. Xanadu Investments, LLC, a Nevada limited liability company is a Nevada limited liability company in good standing and is authorized to do business in Arizona. Xanadu Investments LLC, a Nevada limited liability company (including the person signing for Xanadu Investments LLC, a Nevada limited liability company) has the authority and the right to enter into this Agreement and Xanadu Investments LLC, a Nevada limited liability company is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

32.2.3. Tonto Corp., a Nevada corporation is a Nevada corporation in good standing and is authorized to do business in Arizona. Tonto Corp., a Nevada corporation

(including the person signing for Tonto Corp., a Nevada corporation) has the authority and the right to enter into this Agreement and Tonto Corp., a Nevada corporation is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment

32.3. DUE DILIGENCE. Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company and Tonto Corp., a Nevada corporation, through its authorized representatives have each reviewed this Agreement and reached their own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

33. REPRESENTATIONS AND WARRANTIES OF CITY. As of the Effective Date of this Agreement, the City represents and warrants the following:

33.1. APPROVAL. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

33.2. AUTHORIZATION. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

34. LENDERS CONSENT. An Existing Lender Consent, generally in the form attached hereto as Exhibit D as approved by the City Attorney in his sole discretion, shall be completed and executed by each entity that has a security interest in the Property as of the effective date of Resolution 2021-2168 in which the Goodyear City Council approves this Agreement.

35. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an executed original copy of this Agreement to the City for recordation in the Official Records of Maricopa County.

36. PAGE NUMBERING. The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

Signatures on Following Pages

OWNER:

Rainbow Valley 2011, LLC, an Arizona limited liability company

By: Michael L. Merriman
Michael L. Merriman
Its: Manager

State of Arizona)
)ss
County of Maricopa)

The Development Agreement for Rainbow Valley by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this 13 day of August, 2021, by Michael L. Merriman, the Manager of Rainbow Valley 2011, LLC, an Arizona limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Rainbow Valley 2011, LLC, an Arizona limited liability company.

Notary Public

J KEVIN IAMS
Notary Public - Arizona
Maricopa County
Commission # 576911
My Comm. Expires Jan 31, 2024

OWNER:

Xanadu Investments, LLC, a Nevada limited liability company

By: Michael L. Merriman
Michael L. Merriman
Its: Manager

State of Arizona)
)ss
County of Maricopa)

The Development Agreement for Rainbow Valley by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this 13 day of August, 2021, by Michael L. Merriman, the Manager of Xanadu Investments, LLC, a Nevada limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Xanadu Investments, LLC, a Nevada limited liability company.

Notary Public

J KEVIN IAMS
Notary Public - Arizona
Maricopa County
Commission # 576911
My Comm. Expires Jan 31, 2024

OWNER:

Tonto Corp., a Nevada corporation

By:_____
Justin Carlson
Its: Authorized Representative

State of Arizona)
)ss
County of Maricopa)

The Development Agreement for Rainbow Valley by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this 16 day of August, 2021, by Justin Carlson, an authorized representative of Tonto Corp, a Nevada corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Tonto Corp., a Nevada corporation.

Notary Public_____

J KEVIN IAMS
Notary Public - Arizona
Maricopa County
Commission # 576911
My Comm. Expires Jan 31, 2024

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Julie Karins
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for Rainbow Valley by and between Rainbow Valley 2011, LLC, an Arizona limited liability company, Xanadu Investments, LLC, a Nevada limited liability company, Tonto Corp., a Nevada corporation, and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2021, by Julie Karins, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

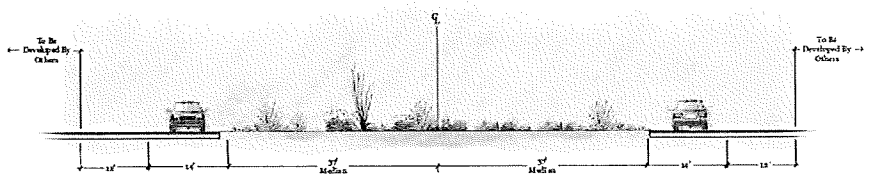
_____
Roric Massey, City Attorney

EXHIBIT A

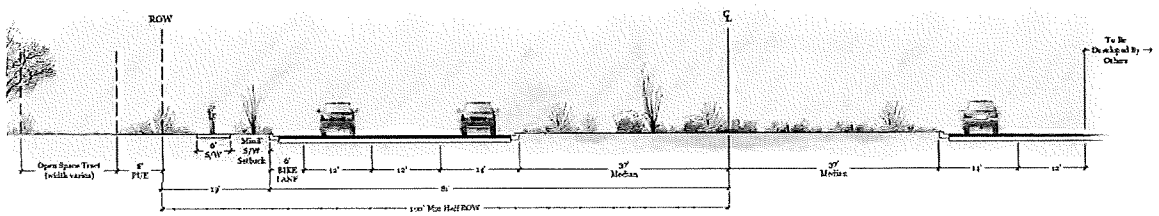
LEGAL DESCRIPTION

The Southeast Quarter of the Northwest Quarter and the South Half of Section 3, all of Section 10 and the West Half of Section 11, in Township 2 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

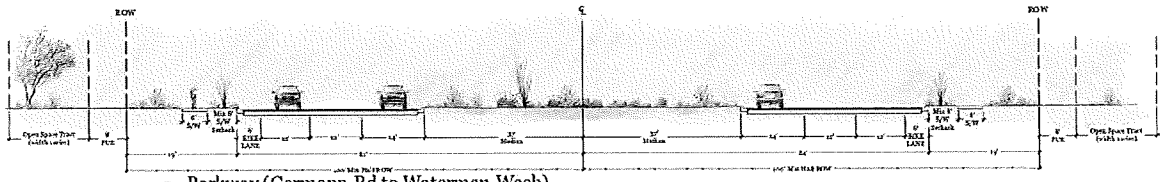
EXHIBIT B
Rainbow Valley Road Street Cross Sections



1 Parkway (Willis Rd to Northern Project Boundary)
Rainbow Valley Parkway (Looking North)

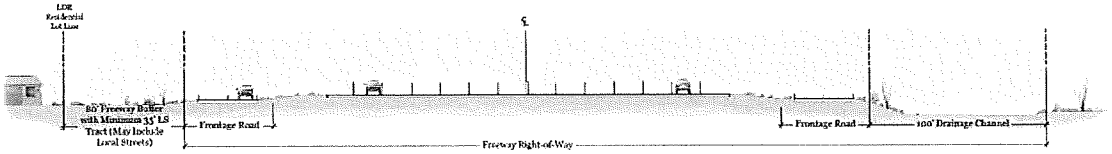


2 Parkway (Northern Project Boundary to Germann Rd)
Rainbow Valley Parkway (Looking North)



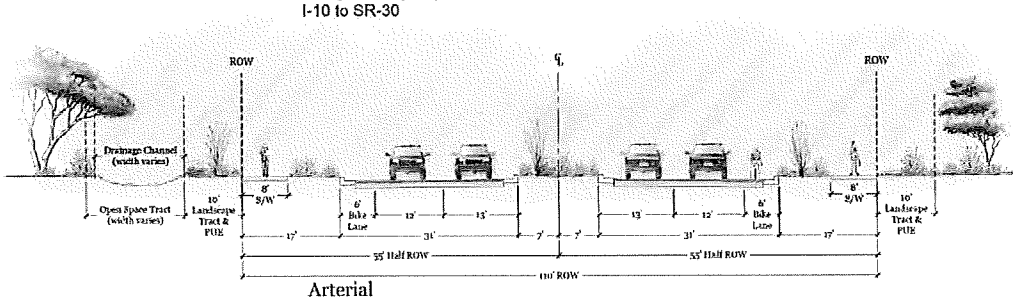
3 Parkway (Germann Rd to Waterman Wash)
Rainbow Valley Parkway (Looking North)

EXHIBIT C
Street Cross Sections Loop 303, Arterial and Major Collector



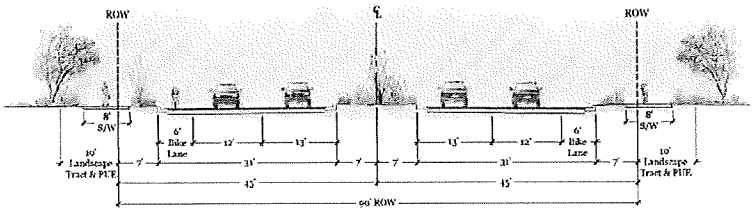
Freeway

Loop 303 (Looking Northwest)
Based on Typical cross-section per ADOT, Location/ Design concept report dated June 2018 for Loop 303 from I-10 to SR-30



Arterial

Germann Road (Looking East)
Queen Creek Road (North Half - Looking East)
Perryville Road (187th Avenue) (East Half - Looking North)



Major Collector Road

EXHIBIT D

EXISTING LENDER CONSENT

(*attached hereto*)

EXISTING LENDER CONSENT

The undersigned, Great Western Bank, a South Dakota banking corporation, as Beneficiary under that certain DEED OF TRUST by and between Rainbow Valley 2011, LLC, an Arizona limited liability company ("Trustor"), Chicago Title Agency, Inc. ("Trustee") and Great Western Bank ("Beneficiary") dated January 15, 2015 and recorded on January 16, 2015 in the Official Records of Maricopa County, Arizona as Document No. 2015-0031769 as amended by that certain document titled Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated March 22, 2016 and recorded on March 24, 2016 in the Official Records of Maricopa County, Arizona as Document No. 2016-0192397 with respect to the real property that is the subject of that certain Amended and Restated Development Agreement for Rainbow Valley by and between the City of Goodyear, an Arizona municipal corporation and Rainbow Valley 2011 an Arizona limited liability company (the "Agreement"), a copy of which is attached hereto as Exhibit 1, which Agreement is to be approved by the Mayor and Council of the City of Goodyear by Resolution 2021-2175, hereby: (i) consents to the Agreement; (ii) acknowledges that the Agreement shall bind that portion of the real property that is subject to the Deed of Trust and subject to the Agreement; (iii) approves the recordation of the Agreement; (iv) agrees to execute, acknowledge and deliver such additional documents and instruments reasonably required to consummate, evidence, or carry out the matters contemplated by the Agreement and this Existing Lender Consent; (vii) agrees that the Agreement shall continue in full force and effect in the event of foreclosure or trustee's sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, or all or any portion of the real property covered by such Deed of Trust; (viii) represents and warrants that the undersigned has the requisite right, power and authorization to enter into, execute, and deliver this Existing Lender Consent on behalf of Beneficiary, and (ix) the execution and delivery of this Existing Lender Consent by Beneficiary is not prohibited by, and does not conflict with any other agreements or instruments to which Beneficiary is part.

DATED:_____, 2021

BENEFICIARY

GREAT WESTERN BANK,
a South Dakota banking corporation

By: _____

Name: _____

Its:_____

Acknowledgement on following Page

STATE OF ARIZONA)
) ss.
County of Maricopa)

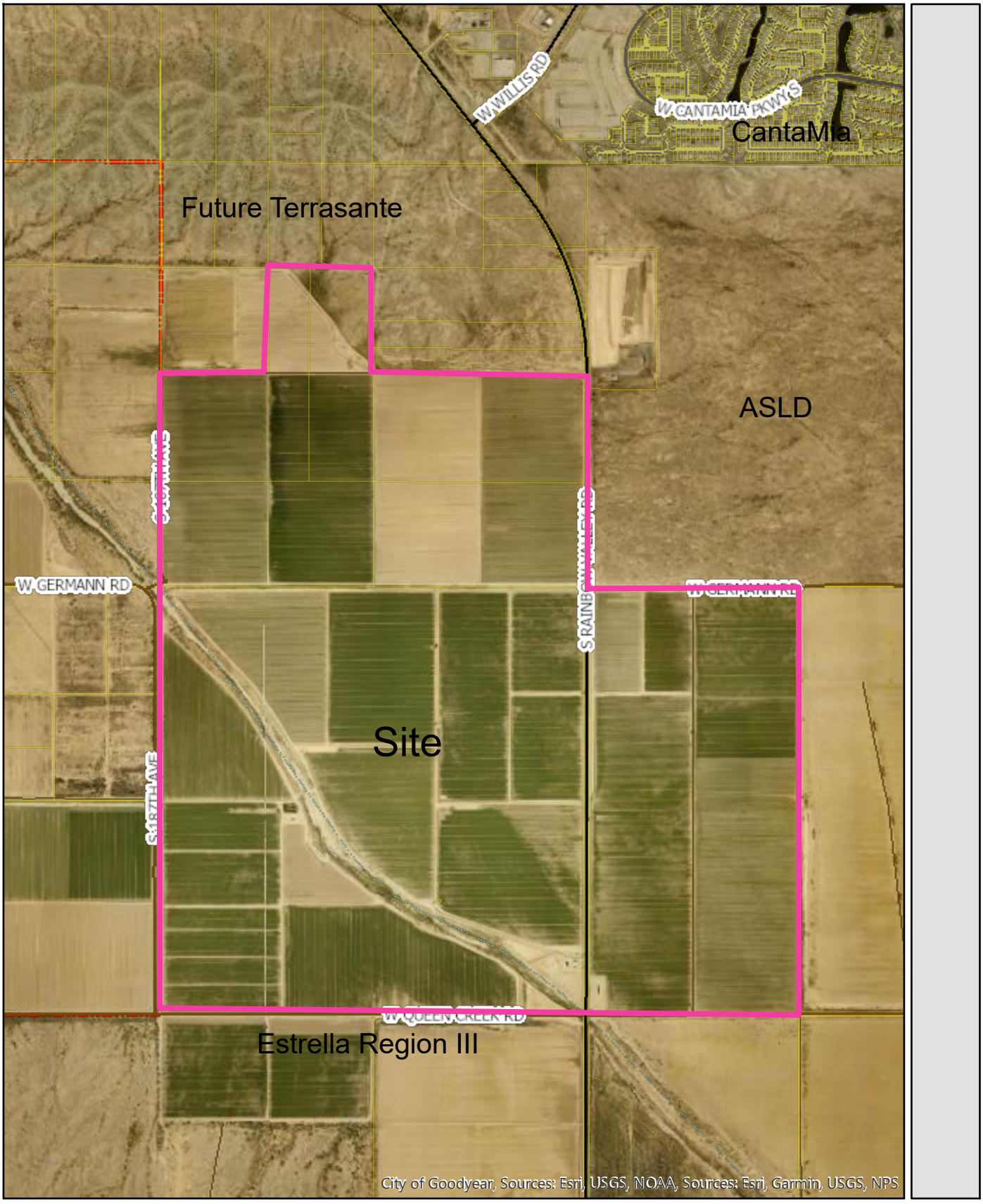
The foregoing instrument (the Existing Lender Consent) was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Great Western Bank, a South Dakota banking corporation, and that he/she, being authorized to do so, executed the Existing Lender Consent for the purposes therein contained on behalf of Great Western Bank, a South Dakota banking corporation.

_____
Notary Public

EXHIBIT '1'
Amended and Restated Development Agreement for Rainbow Valley

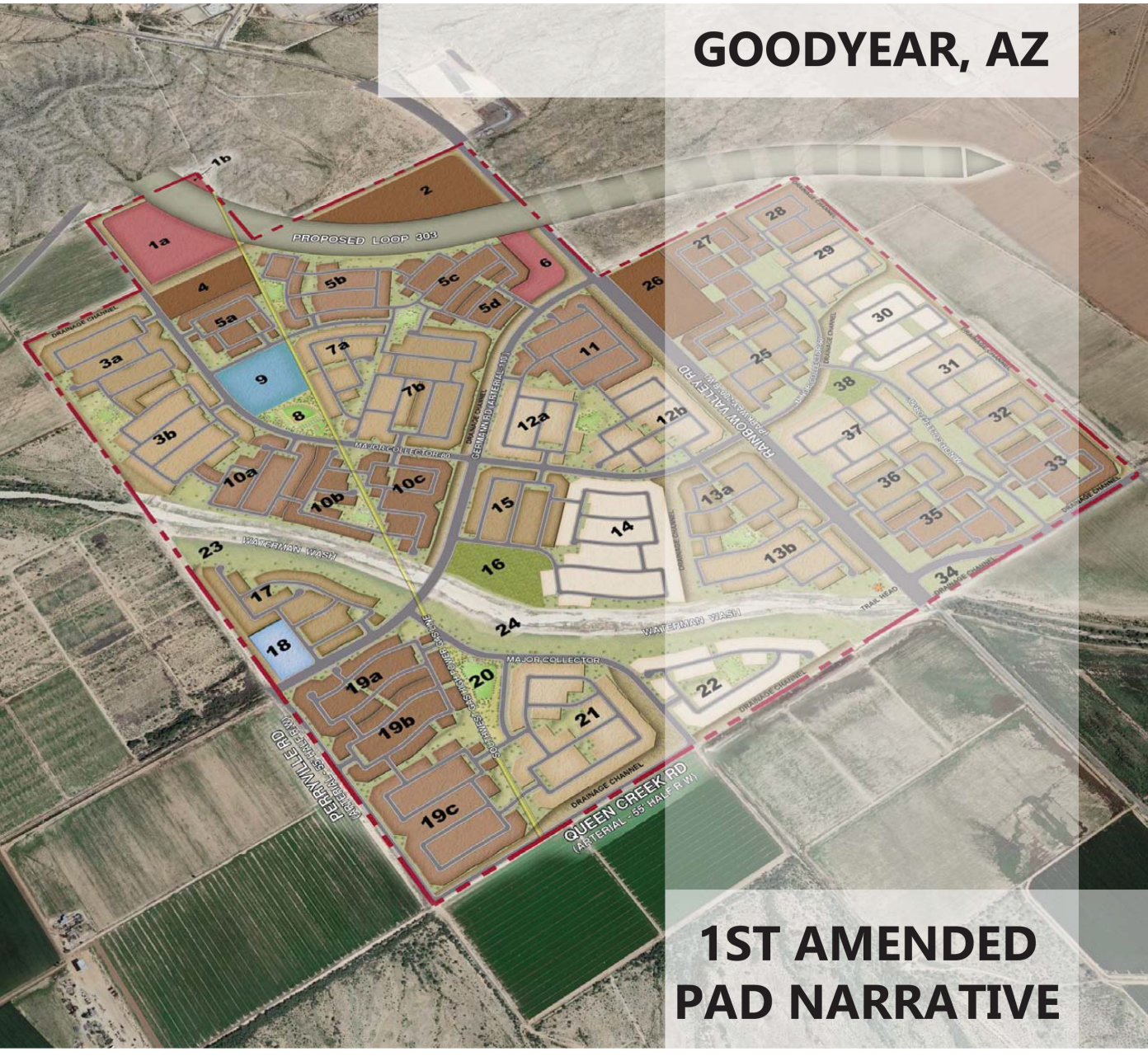
(Attached hereto)

Aerial Exhibit
20-210-00006



RAINBOW VALLEY

GOODYEAR, AZ



1ST AMENDED PAD NARRATIVE

HILGARTWILSON

August 2021

Project Team

Owner / Developer — **Rainbow Valley 2011, LLC**

Michael Merriman
7595 E. McDonald Drive
Suite 130
Scottsdale, AZ 85250
480.947.3100

Planner / Engineer — **HILGARTWILSON**

Toni Bonar, Project Manager – Land Planning
Ron Hilgart, Managing Principal
2141 East Highland Avenue
Suite 250
Phoenix, AZ. 85016
602.490.0535

Legal Counsel — **Tiffany & Bosco, P. A.**

William Lally, Attorney
Shaine Alleman, Attorney
Seventh Floor Camelback Esplanade II
2525 East Camelback Road
Phoenix, AZ. 85016
602.255.6000

Traffic Engineer — **CivTech, Inc**

Dawn Cartier
10605 N Hayden Road
Suite 140
Scottsdale, Arizona 85260
480.659.4250

Landscape Architect — **McGough Adamson**

Nick Adamson
535 E McKellips
Suite 131
Mesa, Arizona 85203
602.997.9093

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1.0 EXECUTIVE SUMMARY

This is the first amendment to the Planned Area Development (PAD) for Rainbow Valley (hereinafter referred to as "Project," "Property," or "Community"). This amendment incorporates 319.9 acres east of Rainbow Valley Road ("Project's Eastside") into the previous 999.3-acre development west of Rainbow Valley ("Project's Westside") owned by Rainbow Valley 2011, LLC ("Developer"); thus, increasing the overall area of the PAD to 1,319.2 acres and makes certain other modifications to the Rainbow Valley PAD Development Standards dated August 2018 adopted by ordinance 2018-1409. This amended PAD replaces the existing PAD and applies to the entire 1,319.2 acres. The Project is located within the City of Goodyear (the "City") municipal boundaries, 12 miles south of Interstate-10 in southern Goodyear near the CantaMia at Estrella community. Primary access into the Community is from Rainbow Valley Road. Appropriate land uses, development patterns, recreation opportunities, educational resources, transportation systems, and essential services needed for the Project have been evaluated.

A broad range of lot sizes and housing types will be offered throughout the Community. Two parcels are set aside for anticipated commercial centers, selected for their access at two major traffic intersections; Willis Road and the future Arizona State Route 303 Loop freeway ("Loop 303") and Rainbow Valley Road, a planned parkway, and the Loop 303. Once developed, the commercial sites will provide business and retail opportunities for Rainbow Valley and surrounding community. The land plan provides three higher density parcels as alternatives to conventional single family detached uses, such as attached townhomes and green-courts. These alternatives provide a transitional buffer from lower intensity residential to commercial uses while offering a wide array of housing choices to accommodate residents at all stages of life.

The Project is a dynamic, well-balanced community with a strong emphasis and integration of both active and passive recreational opportunities throughout, facilitated by a comprehensive open space plan inclusive of an integrated trail system, parks, and recreational amenities such as ball fields and multi-use turf areas. An elementary school site is centrally located on the Project's Westside adjacent to a neighborhood park and connected to the trail network, providing alternative travel routes for students.

This proposed Planned Area Development ("PAD") of 1,319 acres provides an opportunity to create a master planned community complementing the City's current growth and development objectives. To achieve these objectives, the Project provides the following:

- The necessary commercial, retail, and business opportunities to create a well-balanced and self-sustaining community while generating additional tax revenues for the City.
- An extensive, integrated regional trail/pathway system provides pedestrian friendly access between neighborhoods, elementary school, commercial sites, and recreational areas.

- Thirteen strategically located neighborhood parks and a centrally located elementary school together with the extensive trail system provide the framework for social and recreational opportunities.
- The range of land uses will attract a diverse mix of residential buyers in various stages of life.
- Waterman Wash has become a major focal point of the Community by providing significant open space, view corridors, trailhead, and a trail system that links parks with neighborhoods, and completes a portion of the City's regional trail system, while preserving the jurisdictional portion of the wash, on what was once a significant site constraint.
- The Southwest Gas 30-foot easement has been widened to 45 feet to accommodate landscaping and path. This path directly links neighborhoods, three enhanced neighborhood parks, elementary school, larger community commercial site, and Waterman Wash. Additional open space adjacent to the easement has been provided at strategic locations to offer view corridors into various neighborhoods.
- The approximate 600-foot wide Waterman Wash corridor will safely convey water and ensure none of the homes will be impacted by offsite storm water flows. In addition, Waterman Wash will be a significant amenity to the Community, with regional multi-use paths provided on both sides of this open space corridor.
- Major improvements to the City infrastructure such as the construction of:
    - Transportation corridors; including Rainbow Valley Road, a planned parkway, Queen Creek Road, Germann Road, and Perryville Road.
    - Water system improvements as anticipated by the City's Integrated Water Master Plan.
- The Project will provide a source of revenue for the City in the form of impact, review, and development fees and a steady source of revenue in the form of property and sales tax over the anticipated 10 year development cycle and beyond.

With a special emphasis placed on all areas of design, from site planning to infrastructure, the Project is envisioned to be a diverse and sustainable community. Developer respectfully submits this revised Final PAD for development of the Project to the Planning & Zoning Commission and City Council for their review and consideration. Rainbow Valley 2011, LLC looks forward to fostering the continuing long-standing partnership with the City and existing and future residents of the community.

2.0 EXISTING CONDITIONS

2.1 Physical Site Location

The Project is located approximately 11 miles southwest of the City Center as identified in the Goodyear 2025 General Plan ("General Plan") Land Use and Transportation Plan. Refer to **Figure 1, Regional Vicinity Map** for site location. The Property is relatively flat and has been graded for agricultural use. The existing physical conditions of properties surrounding the Project are as follows.

North: In general, the northern Property boundary for the Project is the existing Willis Road alignment. A small 40-acre parcel within the Project extends approximately 1,300 feet north of the Willis Road alignment. Offsite properties north of the Project are vacant and undeveloped. Arizona State Trust land is located north of the Project's Eastside and north of Germann Road and currently remains in a natural desert condition. A parcel located northeast of the Project along Rainbow Valley Road is owned by the Maricopa County Landfill Department and used as an active transfer station. The proposed Terrasante master planned community is planned north of the Project's Westside. The master planned active adult community of CantaMia at Estrella is located approximately one-quarter mile north of the Project. The General Plan designates the area north of the Project as Neighborhood.

East: The eastern Property boundary is Rainbow Valley Road (north of Germann Road) and the 175th Avenue alignment (south of Germann Road). The majority of the properties to the east are vacant and undeveloped. The majority of the property east of the Project is part of the Estrella Mountain Ranch PAD. The General Plan designates the area east of the Project as Neighborhood. One-quarter mile east of the Project, along the future Loop 303 freeway, the General Plan designates the area as Business and Commerce.

South: The southern Property boundary is Queen Creek Road. The properties directly adjacent to the Project are undeveloped and have been utilized for agricultural purposes. The property south of the Project and east of Rainbow Valley Road is part of the Estrella Mountain Ranch PAD. The Sonoran Desert National Monument, a wilderness area, is located six miles south of the Project. The General Plan designates the area south of the Project as Neighborhood except for that portion within Waterman Wash, which is designated as Open Space.

West: The western Property boundary is Perryville Road for one-third of the boundary. The properties to the west are in unincorporated Maricopa County. A majority of the properties are vacant, undeveloped, and have been used for agricultural purposes. The 1,300-acre master planned community of Estrella Highlands is proposed immediately to the west of the Project. A large dairy is located 1.5 miles to the west. The General Plan designates the area west of the Project as Neighborhood except for that portion within Waterman Wash, which is designated as Open Space.

2.2 Existing General Plan and Zoning

The Property is designated as Neighborhood and Open Space per the General Plan Land Use and Transportation Map. Refer to **Figure 2, General Plan Land Use Exhibit** for General Plan land uses.

The existing zoning on the Project's Westside is PAD and the Project's Eastside is AU (Agricultural/Urban), which is the area being added to the PAD. Refer to **Figure 3, Land Use / Zoning Comparison Exhibit** for a depiction of zoning districts on the Property and surrounding area.

2.3 Accessibility

Regional transportation to the Project is via Rainbow Valley Road. Rainbow Valley Road is identified as a Parkway (proposed 200-foot ROW) per the General Plan.

The proposed Loop 303 bisects the northern section of the Project. A 500-foot corridor is set aside for this major transportation corridor, inclusive of 300 feet of right-of-way and 150 feet of frontage road on both sides and a drainage channel along the northern edge of the frontage road. The proposed roadways and freeway corridor are outlined in greater detail in Section 3, Community Development in this narrative. These major transportation corridors will provide connectivity between the Project, adjacent properties, Interstate-10, and other City destinations.

2.4 Existing Topography and Drainage

The Property is utilized as agricultural land. Waterman Wash extends through the southern and central section of the Project running from southeast to northwest. The Property generally slopes toward Waterman Wash at an average grade of approximately four-tenths of one percent (0.4%). Under existing conditions, stormwater is conveyed through the wash; however, due to agricultural grading of the Property, the surrounding natural drainage patterns have been altered in favor of protecting crops. **Figure 4a, Existing Topography & Physical Features Map** depicts the topography, JD washes, approved CLOMR for Waterman Wash, and other physical features**. Figure 4b, Physical Features Map with Development Plan** adds the development plan for reference**.**

2.5 Southwest Gas Easement

Southwest Gas ("SW Gas") has a 30-foot easement that traverses the Property in a slightly diagonal orientation from north to south. The pipeline within the easement is a high pressure line that serves the greater southwest service area; including Goodyear, Buckeye, and Avondale. Applicant met with SW Gas to determine allowable uses. SW Gas generally prefers no uses within the easement such as parks and landscaping; however, low growth desert landscaping (shrubs but no trees) is permitted and roads and infrastructure can cross perpendicular to the easement. No additional buffers are required outside of the 30-foot easement.

2.6 Luke Air Force Base and Phoenix Goodyear Airport

The Project is over 15 miles south of Luke Air Force Base ("LAFB"), two miles west of the LAFB Runway 21 Departure Corridor, and 10 miles south of the Phoenix Goodyear Airport. The Project is not located within any Ldn noise contours or GDC zones and is not in the "Vicinity of a Military Airport". It is possible flights from one or both airports will fly over the Property. The Project will follow guidelines, if deemed necessary by the City and/or LAFB, to notify potential residents of this concern. This may include sales office signage and statements in the Public Sales Report and the final plat to inform potential homebuyers.

3.0 COMMUNITY DEVELOPMENT

3.1 Conformance to Adopted Land Use Plan

The Project lies within the existing City of Goodyear planning area. All proposed land uses within the Project are in conformance with the General Plan. The majority of the Project's designated land use is Neighborhood, which allows for a wide range of densities, housing types, and commercial uses at appropriate locations. A commercial development is planned near Willis Road and Loop 303, a highly trafficked intersection. A second commercial development provides a buffer between the Rainbow Valley, a planned Parkway, and residential development. Waterman Wash will be designated as Open Space and will be utilized for a regional trail system and potential active and passive recreational uses and amenities. Refer to **Figure 2, General Plan Land Use Exhibit** for a depiction of existing land use designations.

The Project promotes the concepts of "complete neighborhoods," as identified in the General Plan goals, by incorporating the following:

- Range of housing options;
- Option to safely walk or bike from neighborhoods to school, parks, and commercial centers within the Community, and to regional destinations along Waterman Wash outside of the Community;
- School accessible by the Community's internal trail system and the Waterman Wash regional trail for the Project's Eastside Community;
- Commercial centers appropriately located to meet the needs of nearby and Community residents; and
- A sense of place and Community pride.

3.2 Land Uses

The Project offers both residential and commercial uses. Residents will benefit from the variety of home types suitable for a diverse range of lifestyles, infrastructure efficiently utilized, close proximity to retail services, active and passive recreational uses. An active adult community may also be incorporated into the Project providing additional diversity. **Figure 5, Conceptual Site Plan**, is a concept of how the Project is planned and **Figure 6, PAD Development Plan** is the regulatory Plan. **Table 1, Land Use Table** lists land uses, underlying zoning districts, parcels, primary land uses, alternative land uses, areas, and maximum number of units.

Commercial parcel locations were selected to capitalize on major transportation corridors including Loop 303 and Willis Road intersections and Germann Road and Rainbow Valley Road intersections.

Open Space is an important component to the Project's sense of community. The Project provides residents with a variety of neighborhood and greenbelt parks and an integrated trail system. Two significant features, Waterman Wash and the SW Gas easement, provide additional opportunities for open spaces, trails, trailhead, and recreational amenities. Refer to **Figure 7a, Open Space & Trails Plan** for specific locations. The overall Project open space for all parcels, excluding commercial and public facility parcels, will be a minimum of 20%.

Table 1
Land Use Table

Land Use	Underlying Zoning District	Parcel	Primary Land Use	Alternate Land Use [1]	Area [2] (ac)	Maximum Units
LDR1	R1-7	12	Residential		57.5	
		14	Residential		41.1	
		21	Residential		46.3	
		22	Residential		29.3	
		29	Residential		22.7	
		30	Residential		33.0	
		31	Residential		24.6	
		37	Residential		30.4	
		Subtotal			**284.9**	
LDR2	R1-6	3	Residential		76.7	
		7	Residential		69.8	
		9	School	Community Center/LDR2	14.0	
		13	Residential		56.5	
		15	Residential		23.1	
		17	Residential		28.3	
		25	Residential		29.1	
		32	Residential		18.4	
		36	Residential		18.3	
		Subtotal			**334.2**	
LDR3	R1-4	5	Residential		91.9	
		10	Residential		67.3	
		11	Residential		36.6	
		19	Residential		71.9	
		27	Residential		32.0	
		28	Residential		21.3	
		33	Residential		22.9	
		35	Residential		23.3	
		Subtotal			**367.1**	
MDR	R-2 R1-A R1-C MF-12	2	Residential		31.8	
		4	Residential		12.4	
		26	Residential		17.9	
		Subtotal			**62.2**	
OS	N/A	8	Park		7.2	
		16	Park		11.1	
		20	Park		9.0	
		38	Park		5.8	
		23	Waterman Wash		31.7	
		24	Waterman Wash		54.4	
		34	OS		3.4	
		Subtotal			**122.6**	
Residential Subtotal					**1,171.0**	**4,121**
CC	C-2	1a	Commercial		28.4	-
		1b	Commercial		0.9	
		6	Commercial		13.0	
		Subtotal			**42.2**	-
PFD	PFD	18	Water Campus [4]	LDR2 Residential	6.0	-
		Subtotal			**6.0**	-
Other	N/A	-	Parkway/Arterial [3]		56.3	-
		-	303 Freeway	LDR3, MDR, CC	43.7	-
		Subtotal			**100.0**	-
Grand Total					**1,319.2**	**4,121**

Footnotes:

[1] In the event the primary land use is not needed, the alternate land use will be applied.

[2] All acreage is approximate. Subtotals and totals may not exactly add up due to rounding.

[3] Areas include Rainbow Valley Road (100'/200'), Queen Creek Road (55'/110'), Perryville Road (55'), and Germann Road (110').

[4] If high levels of TDS are discovered following development and testing of future well(s), the water campus footprint will be expanded into Parcel 17 to include TDS treatment equipment and drying beds. Water campus site will include odor easements, if determined to be necessary.

3.2.1 Residential

The Project incorporates a diversity of housing types enabling citizens from a wide range of economic levels and age groups to live within its boundaries. The Community not only provides the traditional single family home, but three higher density residential parcels, which could include any of the following attached or detached product types.

- Zero lot lines;
- Cluster/courtyard homes;
- Z-lots/2-paks;
- Town homes and patio homes;
- Green-courts and garden homes;
- Duplexes and triplexes; and
- Build-to-Rent.

All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting regulations shall be governed by the underlying zoning district, except as expressly modified by this PAD. Provisions not contemplated or expressly stated in the PAD shall meet the underlying zoning district requirements.

The residential land use districts are LDR1, LDR2, LDR3, and MDR and described as follows:

LDR1 is intended to provide residential lots, starting at 7,000 SF in area. Detached single family homes are anticipated for move-up homebuyers.

LDR2 is intended to provide residential lots, starting at 6,000 SF in area, for first time and move-up homebuyers. Detached single family homes are anticipated in this category.

LDR3 is intended to provide residential lots, starting at 4,500 SF in area, for first time homebuyers and empty nesters. Detached single family homes are anticipated in this category.

MDR is intended to provide attached and detached single family and attached and detached multifamily dwelling units to allow higher intensity residential type products such as zero lot line, cluster/courtyard homes, Z-lots/2-packs, town homes, patio homes, green courts, garden homes, duplexes, triplexes, and build-to-rent.

The permitted uses, regulations, and development standards for LDR1 shall comply with Single Family Detached (R1-7), LDR2 shall comply with Single Family Detached (R1-6), and LDR3 shall comply with Single Family Detached (R1-4) of the Zoning Ordinance of the City of Goodyear, Arizona ("Zoning Ordinance") Section 3-2, except as expressly modified by this PAD. A comparison of the PAD development standards are shown in **Table 2, LDR Development Standards Comparison**.

Table 2
LDR Development Standards Comparison

Districts	R1-7	LDR1	R1-6	LDR2	R1-4	LDR3
Underlying Zoning Districts*		R1-7		R1-6		R1-4
	City Standard	PAD Standard	City Standard	PAD Standard	City Standard	PAD Standard
Lot Standards						
Min. Lot Area (sq. ft.)	7,000	7,000	5,500	**6,000**	4,500	4,500
Minimum Lot Width (ft.)	70	**65**	55/50 ****	55	45	45
Minimum Lot Depth (ft.)	100	100	100	100	100	100
Building Form and Location						
Maximum Height (ft.)	30	30	30	30	30	30
Maximum Building Coverage	45%	**N/A** (1)	60%	**N/A** (1)	60%	**N/A** (1)
Minimum Setbacks (ft.)						
Front **	10	10	10	10	10	10
Front Facing Garage	20	20	20	**18** (2)	20	**18** (2)
Side	5	5	5	5	5	5
Total Both Sides	15	15	15/10 ****	**10**	15****	**10**
Street Side ***	15	15	10	10	10	10
Rear yard	25	**20**	20	20	20	**15**
Development Standards						
Open Space % (of net area)	12 *****	**5** (3)(4)	15 *****	**5** (3)(4)	15 *****	**5** (3)(4)

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

** Front setback shall be measured to patios, livable space, and side entry garages.

*** Where a minimum 10-foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

**** Lesser Dimension per Section 3-2-3-D of the zoning ordinance.

***** Percent of net area.

(1) Lot coverage is controlled by the required yard setbacks. Accessory buildings are regulated per Article 8-2 of the City's Zoning Ordinance.

(2) 20' minimum from face of garage to back of sidewalk.

(3) Net area excludes Loop 303. parkway, and arterial streets.

(4) Overall open space for all parcels, excluding commercial and public facility parcels, shall be a minimum of 20%.

The permitted uses, regulations, and development standards for MDR shall comply with Two Family Residential (R2), Single Family Attached (R1-A), Court Home (R1-C), and Multi-Family

Residential–12 (MF-12), depending on the selected use, of the Zoning Ordinance Section 3-2, except as expressly modified by this PAD. The development standards are shown in **Table 3, MDR Development Standards**.

Table 3
MDR Development Standards Comparison

Districts	R2	MDR	R1-A	MDR	R1-C	MDR	MF-12	MDR
Underlying Zoning Districts*		R2		R1-A		R1-C		MF-12
	City Standard	PAD Standard	City Standard	PAD Standard	City Standard	PAD Standard	City Standard	PAD Standard
Lot Standards								
Minimum Lot Area (sq. ft,)	7,200	7,200	2,800	2,800	3,200	3,200	-	-
Minimum Lot Width (ft.)	72	72	35	35	40	40	200	200
Minimum Lot Depth (ft.)	100	100	80	80	80	80	N/A	N/A
Maximum Density (du/ac)	-	-	-	-	-	-	12	12
Building Form and Location								
Maximum Height (ft.)	30	30	30	30	30	30	25	25
Maximum Accessory Height (ft.) [7]	-	-	-	-	-	-	12	12
Maximum Building Coverage	40%	40%	75%	75%	60%	60%	50%	50%
Minimum Setbacks (ft.)								
Front	20 [1]	20 [1]	10 [1]	10 [1]	5 [1] [2]	5 [1] [2]	30	30
Front Facing Garage	20	20	20	20	20	20	-	-
Side	5	5	0 [3]	0 [3]	0	0	20	20
Total Both Sides	15	15	0 [3]	0 [3]	10	10	40	40
Street Side [4]	20	20	10	10	10	10	20	20
Rear	20	20	15	15	15	15	30	30
Minimum Setback from single-family residential zoning (ft.)								
Building Height 20' or less	-	-	-	-	-	-	30	30
Building Height between 20' & 30'	-	-	-	-	-	-	50	50
Development Standards								
Open Space (% of net area) [5] **[6]**	12	12	15	15	15	15	-	-
Recreational Open Space (sq ft/du)	-	-	-	-	-	-	400	400
Private Outdoor Open Space (sq ft/du)	-	-	-	-	-	-	200	200

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

[1] Front setback shall be measured to patios, livable space, and side entry garages.

[2] Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

[3] Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

[4] Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

[5] Net area excludes Loop 303, parkway, and arterial streets.

[6] Overall open space for all parcels, excluding commercial and public facility parcels, shall exceed 20%.

[7] No building, which is accessory to any residential building, shall be erected to a height greater than twelve (12) feet unless it is within the same setback requirements as the main building, but may not exceed the height of the main building.

The LDR and MDR development standards generally conform to the City's development standards. Deviations to the City's standards and justifications for the deviations are listed below

LDR

- LDR1 (R1-7) minimum lot width has been modified from 70' to 65' and minimum rear yard has been modified from 25' to 20'. The moderate reduction in lot width allows for more efficient use of infrastructure and the reduction of the rear yard allows for a larger home and a small reduction of the outdoor private space for residents. This type of housing product allows for less maintenance of outdoor space as is desired by many of today's homebuyer. This is also justified by the inclusion of several outdoor public gathering areas and parks with enhanced amenities, which provide additional recreational amenities for the overall residents.

- LDR2 (R1-6) minimum lot area has been modified from 5,500 sq. ft. to 6,000 sq. ft. and minimum front facing garage depth has been modified from 20' to 18' while restricting the driveway length to 20' from back of sidewalk to face of garage. The increase in minimum lot area over the City's minimum per the R1-6 zoning district provides a better balance in lot sizes as desired by homebuilders and by the City's General Plan for increasing housing type varieties. The minor reduction in front facing garage depth allows the opportunity for larger homes and less yard maintenance, while meeting the intent r of providing adequate driveway length to accommodate larger vehicles without encroaching into the sidewalk and restricting pedestrian movement.

- LDR3 (R1-4) minimum front facing garage depth has been modified from 20' to 18' while restricting the driveway length to 20' from back of sidewalk to face of garage and minimum rear yard has been modified from 20' to 15'. The minor reduction in front facing garage depth allows the opportunity for larger homes and less yard maintenance, while meeting the intent of providing adequate driveway length to accommodate larger vehicles without encroaching into the sidewalk and restricting pedestrian movement. The reduction of the rear yard allows for a larger home and less maintenance of outdoor space as desired by many of today's homebuyer. This is also justified by the inclusion of several outdoor public gathering areas and parks with enhanced amenities, which provide additional recreational amenities for the overall residents.

- LDR maximum building coverage has been modified from a percentage to the lot coverage being controlled by the required yard setbacks. The deviation removes the need for cumbersome computation based on the home footprint and associated appurtenances, which provides ease of use for homebuilders and increased their ability to uniformly and better market the project. This deviation also allows the technical reviewers to more easily apply these standards across the project and removes the potential for incorrect application and calculation of percentage lot

areas; thereby, increasing the efficiency of reviews. Accessory buildings will be regulated separately by Article 8-2 of the City's zoning ordinance.

- LDR open space has been modified from requiring the amount of open space per the individual zoning district and instead considers the Project as a whole. Even though it appears to be a reduction, the modification still requires a minimum percentage of open space for each individual parcel or preliminary plat, while also requiring 20% open space for the entire project. This produces an overall open space increase from 12% or 15%, depending on its zoning district.

MDR

- MDR open space, except for MF-12, has been modified from requiring the amount of open space per the individual zoning district and instead considers the Project as a whole. Even though it appears to be a reduction, the modification still requires a minimum percentage of open space for each individual parcel or preliminary plat, while also requiring 20% open space for the entire project. This produces an overall open space increase from 12% or 15%, depending on its zoning district.

In addition to **Table 2, LDR Development Standards Comparison** and **Table 3, MDR Development Standards** the following residential development standards shall apply.

- Minimum required open space for each parcel shall be provided as shown in Table 2, LDR Development Standards Comparison and Table 3, MDR Development Standards. The Overall open space for all parcels, excluding commercial and public facility parcels, shall be a minimum of 20%.
- All residences shall be located within a one-quarter mile radius of a neighborhood park and interconnected by a network of trails and sidewalks as shown on **Figure 7a, Open Space & Trails Plan**. Thirteen strategically located neighborhood parks and a 12-acre (net) elementary school provide the framework for social and recreational opportunities.
- Parks shall generally conform to those shown with this PAD unless otherwise approved by the Development Services Director or designee. Refer to **Figure 7a, Open Space & Trails Plan, Figure 7b, Conceptual Enhanced Neighborhood Park #1, Figure 7c, Conceptual Enhanced Neighborhood Park #2, Figure 7d, Conceptual Enhanced Neighborhood Park #3, Figure 7e, Conceptual Enhanced Neighborhood Park #4, Figure 7f, Conceptual Neighborhood Park 2**, **Figure 7g, Conceptual Neighborhood 1 & Greenbelt Park** for details.
- Entry features shall generally conform to the primary and secondary entrance sign monuments and park focal point monument concepts and locations provided with this PAD unless approved by the Development Services Director or designee. Refer

to **Figure 10, Entry Monument Map** and **Figure 11, Conceptual Hardscape Details** for details.

- Walls shall generally conform to the wall and fence concepts provided with this PAD unless otherwise approved by the Development Services Director or designee. Refer to **Figure 11, Conceptual Hardscape Details** for details. The private patio walls and fences within a MDR MF-18 parcel may differ from the building design; thus, creating varying character and visual interest.
- The Project shall provide the following elements:

  i. Amenity Elements

     a. Waterman Wash, the centerpiece of the Community, will provide significant open spaces, trails, and recreational amenities inclusive of neighborhood parks, greenbelts, and a T2 trailhead near Rainbow Valley Road. Developer will provide a 75-foot buffer on the north and south sides of the wash which will include a portion of the City's planned multi-use trail system.

     b. A north/south trail will be established along the entire length of the gas line easement to provide direct pedestrian access to the commercial parcels, neighborhood parks, school, open spaces, and residential neighborhoods.

  ii. Connectivity Elements

     a. Walkable and bikeable access will be provided to the school, commercial parcels, and neighborhood parks via a substantial network of interconnected trails, sidewalks, and bike lanes.

     b. The internal trail and bicycle network will connect to the City's planned multi-use trails along the north and south sides of Waterman Wash; thereby, integrating the overall parks, trails, and open spaces within the Project.

  iii. Streetscape Elements (For any LDR subdivision that includes lots with widths less than 55-feet, two of the following streetscape elements shall be provided).

     a. Clustered Driveways. Driveways may be clustered (but need not share the same curb cut) so that there is at least 36 feet of uninterrupted curb between the clustered driveways.

     b. Paving Material. Decorative surfaces (i.e. pavers or aggregate, salt finish, stamped, textured, or patterned concrete) are utilized for all horizontal paved surfaces between the house and sidewalk.

c. Detached Sidewalk. A detached sidewalk will be utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant material. CC&Rs, applicable to the Property, shall require that the HOA formed for the Property maintain the landscaping within the landscape planting strip.

d. Alley loaded units.

e. Alternative streetscape elements, similar in scope and impact as the items listed above as determined and approved by the Development Services Director or designee.

iv. Streetscape Elements (For any MDR subdivision that develops under R1-A and R1-C district, one of the following streetscape elements shall be provided).

a. Paving Material. Decorative surfaces (i.e. pavers or aggregate, salt finish, stamped, textured, or patterned concrete) are utilized for all horizontal paved surfaces between the house and sidewalk.

b. Detached Sidewalk. A detached sidewalk will be utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant material. CC&Rs, applicable to the Property, shall require that the HOA formed for the Property maintain the landscaping within the landscape planting strip.

c. Additional streetscape elements, similar in scope and impact as the items listed above as determined by the Development Services Director or designee.

- Residential development within 500-feet of the proposed Loop 303 Freeway corridor shall comply with the City of Goodyear Zoning Ordinance Article 9-1 (Freeway Development Overlay District), except as modified below:

a. Homes within LDR parcels shall be setback a minimum distance of 80 feet from the Loop 303 freeway right-of-way. This area will include a minimum 35-foot landscape tract and may include local streets as depicted on **Figure 13c, Street Cross Sections**.

b. The landscape tract shall be planted with trees a minimum of 24 inch box in size spaced 15-feet on center along the entire length of the buffer. Trees may be clustered and/or spaced to maximize survivability.

ACTIVE ADULT COMMUNITY

A portion of the Project may develop as an active adult community. The location of the active adult community has not been determined. Active adult communities are defined as those whose full time residents (with some allowed exceptions) are over a certain age threshold, consistent with state and federal fair housing laws. Age related restrictions for active adult communities will be governed by the Project's CC&Rs, and not by the City.

The following alternative land uses and development standards are allowed for any portion of the Project developed as an active adult community:

1) The Elementary school site as shown on **Figure 5, Conceptual Site Plan** and **Figure 6, PAD Development Plan**, if deemed no longer necessary to serve the student population of the Project, may be replaced with residential uses, community centers, recreation centers, parks, and/or other forms of open space. Golf courses and/or golf clubhouses are not permitted uses within active adult communities unless the City Council, in its sole discretion, approves a rezoning application to amend the PAD to allow such uses. Development of a school site as residential shall not increase the overall maximum number of allowable residential units as shown in **Table 1, Land Use Table**.

   Except as provided herein, Parcel 9 (the Elementary School Site) shall be reserved for the development of an elementary school unless written confirmation from the school district is provided stating a school site is not needed anywhere within the Project. If Owner would like to develop Parcel 9 (the Elementary School Site), it may be developed under the land uses set forth in the Land Use Table 1 for Parcel 9 (LDR2/Community Center) provided Owner has identified an alternative 14-acre school site within the Project and has entered into an agreement with the school district providing for the conveyance of the alternative school site to the school district.

2) Proposed parks within active adult communities may be programmed with amenities that better fit the active adult lifestyle. Alternative uses such as residential, community centers, recreation centers and golf are allowed in lieu of neighborhood parks. Community and/or recreation centers will count toward meeting the open space requirement. A maximum of 50% of a golf course may count towards the open space/park requirement within the active adult community in which it serves.

3) Active adult communities may be separated from the surrounding communities by a solid wall or view fencing and partial view fencing along significant open space corridors with the only penetrations being gated vehicular or non-vehicular access points into the Community. The Waterman Wash, regional multi-use paths, and regional trails shall not be blocked or gated from use by the general public.

3.2.2 Commercial

With the high growth and future influx of residents to the area, the demand for commercial and retail facilities will increase. To meet the growing demand, the land plan for the Project incorporates approximately 42 acres of commercial. A 29-acre parcel is located near a proposed Loop 303 interchange at Willis Road, a planned major arterial roadway. A 13-acre parcel is located along Rainbow Valley Road, a planned parkway, and Germann Road, a planned arterial street. These vehicular transportation corridors have the potential to generate high traffic volumes, which in turn supports regional commercial and retail land uses. These uses will serve not

only the Community and the nearby market area, but will also respond to the regional retail potential affiliated with a larger market area.

The uses, regulations, and development standards for commercial uses shall comply with Section 3-3-3, General Commercial (C-2) of the Zoning Ordinance, except as modified by this PAD. The City of Goodyear Design Guidelines Manual shall be followed for all commercial developments.

The development standards are provided in **Table 4, Commercial Development Standards**. The development standards have not been modified from the Zoning Ordinance; thus, no comparison is provided herein.

Table 4
Commercial Development Standards

Districts	CC
Underlying Zoning District*	C-2
Minimum Net Site Area	10,000
Minimum Lot Width	150'
Maximum Height	56' (2)
Maximum Building Coverage	50%
Minimum Setbacks	
Front	10'
Side	N/A (1)
Rear	N/A (1)
Street Side	10'

* The Development Standards in the Goodyear Zoning Ordinance applicable to the underlying zoning districts identified herein shall apply except as otherwise modified herein.

(1) Buildings adjacent to any residential use or district are subject to additional minimum building setbacks as defined in Subsection B.6 of the Goodyear Zoning Ordinance.

(2) Buildings with heights in excess of 30' shall provide 1 foot of additional setback for each foot of building height over 30'.

3.2.3 School

The Land Use Plan for the Project has set aside one elementary school site, with a minimum area of 12 net-acres, adjacent to a 7-acre neighborhood park. A High School is not anticipated for the Project.

Applicant met with the superintendent and building development officials from Liberty Elementary School District to discuss the school location. Applicant is working with the officials from Liberty Elementary School District and Buckeye Union High School District on a donation agreement which will be finalized prior to the PAD approval of the Project.

3.2.4 Recreation and Open Space

The Project open space and recreation areas are an integral part of the Community. Waterman Wash and the SW Gas easement provide significant opportunities to incorporate recreation, open spaces, and overall pedestrian connectivity. Ample parks, trails, and open spaces are incorporated throughout the Project. Where appropriate and feasible, open spaces will be visible from local and collector roadways. View fencing will be utilized to create view corridors into community open spaces. The overall open space for all parcels, excluding commercial and public facility parcels, shall be a minimum of 20%, or 234.2 acres.

The land use for Waterman Wash and the four Enhanced Neighborhood Parks is open space. The development standards are provided in **Table 5, Open Space Development Standards**. The development standards are established with this PAD; thus, no comparison is provided herein,

Table 5
Open Space Development Standards

Standards	OS
Minimum Net Site Area	None
Minimum Lot Width	None
Maximum Height	40'
Maximum Building Coverage	None
Minimum Setbacks	
Front	None
Side	None
Rear	None
Street Side	None

School:

Location of the elementary school is depicted on **Figure 5, Conceptual Site Plan**. The school is located in the Project's Westside at the intersection of two collector streets, along the SW Gas corridor and adjacent neighborhood park. The location provides an opportunity for multiple modes of transportation. If necessary, the location of the school can be modified by approval of the Development Services Director or designee.

The site for the elementary school shall be reserved unless written confirmation from the school district is provided stating the site is no longer needed. If not developed as a school site, the site shall be developed under the LDR2 land use district.

PARKS:

Neighborhood parks are easily accessible by a major street, bicycle lane, or comprehensive, internal trail system. Parks of varying sizes and amenities are situated throughout the Community as described below and further described in **Figure 7b, Conceptual Enhanced Neighborhood Park #1**, **Figure 7c, Conceptual Enhanced Neighborhood Park #2**, **Figure 7d, Conceptual Neighborhood Park #3**, **Figure 7e, Conceptual Enhanced Neighborhood Park #4, Figure 7f, Conceptual Neighborhood Park 2** and **Figure 7g, Conceptual Neighborhood Park 1 & Greenbelt Park**.

Four of the thirteen neighborhood parks are adjacent to Waterman Wash creating contiguous, larger open spaces. One of the four enhanced neighborhood parks is located adjacent to the elementary school parcel, creating opportunities for shared use of facilities. Three parks, elementary school, and Waterman Wash are linked by a continuous path adjacent to an existing natural gas easement.

Figure 7a, Open Space and Trails Plan, provides the conceptual park and trail siting concept. The following regulations shall apply:

1. A rezoning will be required if Parcel 8, Parcel 16, Parcel 20, or Parcel 38 are not provided as park sites. Alternative park site locations will need to be identified.

2. One five-acre neighborhood park shall be provided within a ¼ mile walking distance of all residential areas. As an alternative to a five-acre park, the following shall be permitted.

    a. The seven smaller parks "Neighborhood Park 1", as identified on **Figure 7a, Open Space and Trails Plan**, may count towards the required park sites.

    b. The two larger parks "Neighborhood Park 2", as identified on **Figure 7a, Open Space and Trails Plan**, may count towards the required park sites. If split into smaller park sites, the developer must demonstrate the following:

        i. The smaller park site is needed due to site constraints.
        ii. The smaller parks result in better access for residents.
        iii. The smaller parks result in additional park acreage.
        iv. The smaller parks result in additional amenities being provided.

c. Park sites shall be located to maximize walkability to the park.

d. Park sites shall be the focal point of neighborhoods.

3. Neighborhood Park 1 and Neighborhood Park 2 shall include the following minimum amenities and design considerations:

   a. A portion of neighborhood parks may be used for retention.

   b. Parking shall be provided onsite or on-street adjacent to the park.

   c. Homes may back up to no more than 50% of the perimeter of the park. It is strongly encouraged that parks are designed so homes face the park and that no houses back up to the park.

   d. One tot lot with a shade canopy shall be provided.

   e. Facilities for active recreation shall be provided such as multi-use diamonds, rectangular fields, or sport courts. The park site shall be designed in a manner to accommodate these fields.

   f. Shaded seating areas, such as ramadas, shall be provided.

   g. Shaded walking paths connecting the park to sidewalk shall be provided.

   h. Amenities provided for parks within age-restricted communities may be adjusted with approval of the Development Services Director or designee.

4. The Enhanced Neighborhood Parks shall include the minimum amenities and design considerations for Neighborhood Park 1 and Neighborhood Park 2, and, in addition, shall include:

   a. Restrooms and

   b. Fields, such as those depicted in the conceptual park layout as shown on **Figure 7b, Conceptual Enhanced Neighborhood Park #1**, **Figure 7c Conceptual Enhanced Neighborhood Park #2**, **Figure 7d, Conceptual Enhanced Neighborhood Park #3,** and **Figure.7e, Conceptual Enhanced Neighborhood Park #4**.

5. The first or second Enhanced Neighborhood Park constructed within the Project's Westside shall include at least one of the following enhanced amenities.
   a. Community center;
   b. Aquatic center;
   c. Splash pad complex; or
   d. Other amenity of similar scale.

   If the first or second Enhanced Neighborhood Park constructed within the Project's Westside that includes one of the foregoing amenities is located within an age-restricted or gated community or is not accessible to all homeowners on the Project's Westside, the third remaining Enhanced Neighborhood Park that is to be constructed shall include at least one of the foregoing amenities and such

park shall be accessible to all residents within the Project's Westside that are not located within an age-restricted or gated community.

The Enhanced Neighborhood Park constructed within the Project's Eastside shall include at least one of the following enhanced amenities:

a. Community center;
b. Aquatic center;
c. Splash pad complex; or
d. Other amenity of similar scale.

The Enhanced Neighborhood Park constructed within the Project's Eastside shall be accessible to all residents within the Project's Eastside.

TRAILS:

Trails are strategically situated throughout the Community. **Figure 7a, Open Space & Trails Plan** depicts an integrated trail system of varying widths along Waterman Wash, streets, portions of the Southwest Gas easement, and internal open spaces; thus, creating a pedestrian friendly community and providing continuous connectivity between the residential and non-residential areas. The trail system connects parks, elementary school, commercial centers, and Waterman Wash. An approximate 3-acre Level 2 Trailhead (T2) trailhead with 6-30 standard parking spaces, benches, drinking water, restroom, lighting, shade structure, picnic ramada, bike racks, and signs per the City of Goodyear Parks, Recreation, Trails and Open Space Master Plan, will be located along the north side of Waterman Wash near Rainbow Valley Parkway.

Three main trail types, sidewalks, and bike lanes provide internal and citywide connectivity. Project Paths link the Community neighborhoods, parks, schools commercial parcels, and Waterman Wash. Regional Multi-Use Paths, within a 75-foot buffer, will be constructed with the Project to complete a segment of the City's regional trail system along the north and south sides of Waterman Wash. The buffer may also include:

- Open space;
- Parks; and
- Streets, so long as the 34- to 36-foot minimum pathway easement is maintained.

A Regional Trail will be constructed with the Project to complete a segment of the City's regional trail system from Waterman Wash south to the Project boundary. Shaded refuge, benches, and landscape buffers will be purposefully situated along the various trails to provide comfort and interest for users of the trails. **Figure 7a, Open Space & Trails Plan** depicts the location of these trails. **Figure 8a, Trail Cross Sections** depicts the cross section of the three main trail types. **Figure 8b, Conceptual Pedestrian Trail Along Gas Easement** incorporates trail and open space concepts along the SW Gas easement.

WATERMAN WASH:

Waterman Wash traverses the Project. Historically, this wash has flooded the area during heavy storms. A CLOMR was approved in July 2016 to remove portions of the Property from the floodway/floodplain, as shown in **Figure 4a, Existing Topography & Physical Features Map** and **Figure 4b, Physical Features Map with Development Plan**.

The Jurisdictional limits (the "JD") of Waterman Wash, unless otherwise determined by the U.S, Army Corp of Engineers not to be jurisdictional, will remain in its current natural condition, except at roadway and utility crossings,. If jurisdictional, all other improvements and approved Community amenities will occur outside of the jurisdictional limits. An engineered channel is planned to be constructed to intercept flows outside of the JD portion of Waterman Wash. The area within Waterman Wash and outside of the JD and channel will be revegetated with native plants. Over time, it is anticipated the lines between developed and natural will blur and will have a more natural appearance. Waterman Wash will be the centerpiece of the Community and will provide significant open spaces, trails, and recreational amenities that integrate into the overall parks, trails, and open spaces. A cross section of Waterman Wash is depicted on **Figure 8c, Waterman Wash Cross Section**.

SOUTHWEST GAS EASEMENT:

The 30-foot SW Gas easement traverses the Project and provides a significant opportunity for non-vehicular access to the overall Project. Additional area is added to the easement to incorporate a Project Path that directly links three of the Enhanced Neighborhood Parks, Waterman Wash, elementary school, larger community commercial site, and additional trails and paths. Improvements are limited to low growth desert landscaping and roadway and infrastructure crossings perpendicular to the easement. Cross sections of the trail within SW Gas easement are depicted in **Figure 8b, Conceptual Pedestrian Trail Along Gas Easement**

LANDSCAPING:

In addition to the plants listed in the Zoning Ordinance, **Figure 9, Plant Palette** provides a list of additional plants proposed for the Project. In the event the list provided in this section is in conflict with the City ordinance, the ordinance will prevail. The Project utilizes plants on the Arizona Department of Water Resources Low Water Plant List in all right-of-way areas and parks. Revegetation of Waterman Wash will be of native vegetation, where appropriate.

Landscaping will be provided in accordance with the design standards per Article 5-1, Landscaping Standards of the Zoning Ordinance. Trees and shrubs within residential development parcels may be enhanced per Section 5.3.6 of this document.

PUBLIC FACILITIES:

The water campus is designed to meet a public need for the surrounding community. In the event the City does not want the water campus at this location, the parcel may develop per the LDR2 development standards without requiring a PAD Amendment.

The development standards are provided in **Table 6, Public Facilities Development Standards**. The development standards have not been modified from the Zoning Ordinance; thus, no comparison is provided herein.

Table 6
Public Facilities Development Standards

Standards	PFD
Minimum Net Site Area	None
Minimum Lot Width	None
Maximum Height [(1)]	40'
Maximum Building Coverage	None
Minimum Setbacks	
Front	None
Side	None
Rear	None
Street Side	None

[(1)] Non-commercial and non-business wireless communications equipment shall be considered a permitted accessory use if it is located on the same property as a single structure and all antennae and towers are no greater than 35' measured from grade, or as approved by Development Services Director or designee.

3.3 Community Character

Land use placement, streetscape, theming, open spaces, amenities, and various design elements are incorporated into the Project to create a distinctive character. The following elements are utilized to establish Project character.

- Transition of land uses from less intensive to more intensive uses in a logical and complementary manner, placing higher intensity uses to serve as a buffer between traditional single-family housing, commercial uses, and freeway.
- Encourage pedestrian and non-motorized vehicular use and integration of a thoughtfully planned trail system.
- Integrate Waterman Wash and the SW Gas easement to create a centerpiece and focal point of the Community.
- Thoughtfully situated school site that is central to the Community, adjacent to an enhanced neighborhood park, and accessible by multiple modes of transportation.

- Well thought out location, variety, and design concepts of open space and park amenities.
- Create a unique sense of place with Community signage and entry monumentation through implementation of design concepts, colors, materials, and strategic locations.
- Thoughtful use of decorative perimeter theme walls, view fences, and landscaping to maximize exposure of open space and park areas to create an integrated streetscape throughout the Community.

Application of these design elements will create the character and a quality community for residents to enjoy.

3.3.1 Entry Monuments and Theme Walls

Theme walls and entry monumentation create the initial impression and identity of the Community. They are the first elements viewed by guests and residents. The intent of the conceptual wall and entry monuments depicted herein are to illustrate a potential architectural style, theme, and quality. The actual color, material selection, and details will be defined following selection of a specific architectural style by the homebuilder. This allows the homebuilder the necessary flexibility to choose a palette consistent with the Project's architectural theme; thus, creating unity and implementing Community identity.

ENTRY MONUMENTS

Enhanced landscaping, colorful plants, and monumentation provide visual impact at primary entrances. The color and material palette features colors and textures complementary to the desert. As mentioned above, final selection of color, materials, and decorative features will be refined and/or expanded upon; however, the entry monument concepts represent the Project's assurance to quality. The images also generate a basis for the final color and material selection meeting or exceeding the level illustrated. Design and installation of signs will generally conform to the appropriate City requirements. Refer to **Figure 11, Conceptual Hardscape Details** for specific details.

A Primary Entry Monument will be placed at the major entry points into the Community from Rainbow Valley Road. Secondary Entry Monuments will be placed at secondary entry points into the Community from Germann Road, Perryville Road, and Queen Creek Road. Tertiary Entry Monuments (not shown, but of similar theme and quality) will be placed at entrances into individual parcels. Monument locations are shown on **Figure 10, Entry Monument Map**. Enhanced paving and plantings will be included with Primary and Secondary Entry Monuments.

THEME WALLS

Theme walls are placed in locations where they will be seen from arterial or collector streets. In combination with decorative landscaping, the enhanced wall details promote a sense of arrival into the Community. View fencing shall be provided in areas where lots back or side onto open spaces; thus, increasing the visual enjoyment of the open spaces and providing increased security. All fencing surrounding individual residential lots shall comply with City pool fence dimension requirements. **Figure 11, Conceptual Hardscape Details** depicts decorative elements of the theme walls.

3.4 Development Phasing

The Project will be developed in phases. The phasing shown on **Figure 12, Phasing Plan** and **Table 7, Phasing** is a potential phasing sequence. The ultimate phasing will be approved outside of the PAD process.

Ultimately, roads within the Project will be developed to their full right-of-way width and be the responsibility of the Developer. Roadways along the perimeter will be developed as approved by the Development Agreement for Rainbow Valley, as amended. Loop 303 will be developed by others.

Table 7
Phasing

Phase	Parcel	Zoning District	Land Use	Area [1] (ac)	Maximum Units
1	5c&d	LDR3	Residential	36.8	
	6	CC	Commercial	13.0	
	7	LDR2	Residential	69.8	
	8	OS	Park	7.2	
	9	LDR2	School	14.0	
	11	LDR3	Residential	36.6	
	12a	LDR1	Residential	30.4	
	18	PFD	Water Campus [2]	6.0	
	Subtotal			213.7	
2	3	LDR2	Residential	76.7	
	5a&b	LDR3	Residential	55.1	
	10	LDR3	Residential	67.3	
	Subtotal			199.1	
3	12b	LDR1	Residential	27.1	
	13	LDR2	Residential	56.5	
	14	LDR1	Residential	41.1	
	15	LDR2	Residential	23.1	
	16	OS	Park	11.1	
	Subtotal			158.9	
4	25	LDR2	Residential	29.1	
	27	LDR3	Residential	32.0	
	28	LDR3	Residential	21.3	
	29	LDR1	Residential	22.7	
	Subtotal			105.1	
5	34	OS	OS	3.4	
	35	LDR3	Residential	23.3	
	36	LDR2	Residential	18.3	
	37	LDR1	Residential	30.4	
	38	OS	Park	5.8	
	Subtotal			81.2	
6	30	LDR1	Residential	33.0	
	31	LDR1	Residential	24.6	
	32	LDR2	Residential	18.4	
	33	LDR3	Residential	22.9	
	Subtotal			98.9	
7	1a	CC	Commercial	28.4	
	1b	CC	Commercial	0.9	
	2	MDR	Residential	31.8	
	4	MDR	Residential	12.4	
	26	MDR	Residential	17.9	
	Subtotal			91.4	
8	17	LDR2	Residential	28.3	
	19	LDR3	Residential	71.9	
	20	OS	Park	9.0	
	21	LDR1	Residential	46.3	
	22	LDR2	Residential	29.3	
	Subtotal			184.8	
Other	23	OS	Waterman Wash	31.7	
	24	OS	Waterman Wash	54.4	
	-	-	Parkway/Arterial [3]	56.3	
	-	-	303 Freeway	43.7	
	Subtotal			186.1	
Grand Total				**1,319.2**	**4,121**

Footnotes:

[1] All acreage is approximate. Subtotals and totals may not exactly add up due to rounding.

[2] In the event the City of Goodyear Infrastructure Water Master Plan does not locate the regional water campus at this location, the parcel may develop per the LDR2 development standards without requiring a PAD Amendment.

[3] Areas include Rainbow Valley Road (100'), Queen Creek Road (55'), Perryville Road (55'), and German Road (110').

4.0 INFRASTRUCTURE

4.1 Circulation

Circulation within the Project has been a key component to the development of the land plan, providing both safe and aesthetically pleasing traffic corridors through the Community while addressing the challenges presented by Waterman Wash and the proposed Loop 303 alignment. Refer to **Figure 13a, Circulation Plan** for freeway, parkway, arterial, and collector roadway alignments. Germann Road is planned as the only corridor within the Community to cross Waterman Wash. The Waterman Wash crossing along Germann Road shall comply with the minimum City of Goodyear Engineering standard requirements for roadway design as stated in Table 3.3-1 of the Engineering Design Standards and Policies Manual. A traffic interchange is not planned at the intersection of Loop 303 and Rainbow Valley Road. Secondary access to the Project is specified in the Project's development agreement.

Design standards and vehicular circulation for each roadway classification are based on City details and standards, Chapter 15 of the Subdivision Regulations, Article 15-4 and/or the American Association of State Highway and Transportation Officials (AASHTO) for roadway construction. Roadway classifications are per the General Plan. Refer to **Appendix E, Traffic Impact Analysis** for traffic analysis and conclusions.

A 500-foot corridor is being reserved for Loop 303. This corridor includes 300 feet for the freeway right-of-way, 100 feet for two frontage roads (50 feet each), and 100 feet for a drainage channel within and along the north side of the corridor. Homes within LDR and MDR parcels shall be a minimum distance of 80 feet from the Loop 303 freeway right-of-way. This area will include a minimum 35 foot landscape tract and may include local streets as depicted on **Figure 13c, Street Cross Sections**. This cross section is based on a typical cross section per ADOT, Location/Design Concept Report dated June 2018 that was prepared for the Loop 303 from I-10 to SR-30.

Rainbow Valley Road is designated as a parkway (200' ROW) and will serve as the major access to the Community. Developer will construct portions of Rainbow Valley Parkway from Waterman Wash to Willis Road north of the Project as listed below.

1. Willis Road to Northern Project Boundary: Two lanes in each direction plus median to be constructed with Phase 1 improvements.
2. Northern Project Boundary to Germann Road: Half street right-of-way plus median and two northbound lanes to be constructed with Phase 1 improvements.
3. Germann Road to Waterman Wash: Half street right-of-way to be phased with development of adjacent parcels.

The three parkway cross-sections are depicted on **Figure 13b, Street Cross Sections**.

Queen Creek Road, Perryville Road, and Germann Road are designated as arterial streets (110' ROW). The arterial street cross-section is depicted on **Figure 13c, Street Cross**

Sections. Developer will construct full right-of-way improvements for Germann Road and a portion of Queen Creek Road internal to the Project and half-street right-of-way improvements for Queen Creek Road and Perryville Road along the Project perimeter. A dry crossing will be constructed for Germann Road at Waterman Wash.

Two major collector streets are planned internal to the Project. Both intersect with Germann Road, with one extending north to the Willis Road alignment and the other extending south to Queen Creek Road. Two minor collector streets are internal to the Project's Eastside and convey traffic to Rainbow Valley and Queen Creek Roads. The collector street cross sections are depicted on **Figure 13c and 13d, Street Cross Sections**. Commercial traffic will ultimately access the larger commercial site from the north side of the parcel at Willis Road and Loop 303. The collector road connecting Germann and Willis Roads will also provide access to the commercial site.

Internal local roads will be designed to effectively convey traffic to the collector, arterial streets, and parkway, where appropriate. The local street cross sections are depicted on **Figure 13d, Street Cross Sections**.

4.2 Public Utilities and Services

Refer to **Figure 14, Public Facilities Map** for locations of the nearest fire and police stations, high school, elementary school, and library.

UTILITIES

Utilities and services will be provided for the Project as shown as follows.

Table 8
Utility Providers

Utility	Provider
Water and Wastewater	City of Goodyear
Refuse	City of Goodyear
Gas	Southwest Gas
Electric	Arizona Public Service
Police, Fire and Emergency	City of Goodyear
Telephone	Cox or CenturyLink
Cable	Cox or CenturyLink

WATER

The Project lies within the City of Goodyear water service area and the City will serve as the water service provider for the Project. Refer to **Appendix C, Master Water Report** for a copy of the Project's water plan.

WASTEWATER

The Project lies within the City of Goodyear wastewater service area and the City will serve as the wastewater service provider for the Project. Refer to **Appendix D, Master Wastewater Report** for a copy of the Project's wastewater plan.

SCHOOLS

The Project is entirely within the Liberty Elementary School District and the Buckeye Union High School District boundaries. Applicant has met with the School Districts and will continue to work with the Elementary School District to ensure location and access are sufficient. Following is a table calculating the number of students and schools generated from the Project.

Table 9
Student Impact Analysis

School Type	Maximum Number of Residential Units	Student Ratio	Student Projections
Liberty Elementary School District (K-8)	4,160	0.30	1,248
Buckeye Union High School District	4,160	0.19	790
Total Students Generated	**-**	**-**	**2,038**

Applicant will work with the school districts to execute a school donation agreement. The nearest high school is Estrella Foothills High School, located at 13033 South Estrella Parkway, approximately 3.5 miles to the northeast. It is anticipated that additional high schools will be built within adjacent developments surrounding Rainbow Valley and students will not need to travel to Estrella Foothills High School on a long-term basis.

POLICE

The nearest City police station is located approximately 5 miles northeast of the Project at 10701 South Estrella Parkway.

FIRE

The nearest fire station is located northeast of the Project at Willis Road just east of Rainbow Valley Road in the Montecito in Estrella development. The station is located approximately 1.4 miles driving distance from the Project's planned Phase 1 main entrance. Refer to **Figure 15, Fire Response Distance**s for driving distances to several locations within the Project. These response distances are adequate for providing fire safety services to the Development.

4.3 Maintenance of Streets and Common Areas

Collector, arterial streets, and parkways will be public roadways. All public roadways, including public local streets, will be built in accordance with City standards and maintained by the City upon approval and acceptance by the City. Local streets will be either private or public roadways. All privately owned roads will be maintained by the Homeowners Association ("HOA"). Private local roads will be constructed to the same standard as public local roads.

Maintenance of Waterman Wash will be coordinated between Maricopa County, City, and Developer or its assignees.

Covenants, Conditions and Restrictions ("CC&Rs") will provide for the formation of a HOA for the Project. Private open space common areas within the Project will be maintained by the HOA.

4.4 Topography and Drainage

The main objective of the Master Drainage Plan (to be submitted under separate cover prior to preliminary plat) is to ensure Project development provides 100-Year flood protection to habitable structures and that the downstream drainage conditions are not adversely altered by the development of this Project. The Master Drainage Plan provides a hydrologic and hydraulic analysis of the Property, addressing potential drainage related constraints relative to development and the proposed drainage management for the Project. The flood protection systems consider both the potential of offsite flooding sources and the surface runoff generated by individual parcels within the Property.

PHYSICAL CONSTRAINTS

There are physical constraints associated with the natural drainage patterns within this area that provide unique challenges related to the ability to design new drainage facilities. The primary physical constraints include 1) Waterman Wash and 2) offsite upstream flow impacts from various washes which will be conveyed across the Property.

DRAINAGE DESIGN CRITERIA

The Master Drainage Report details the drainage study evaluation and framework for the current and proposed conditions of the Project. Refer to **Appendix B, Master Drainage Report** for a copy of the Project's drainage plan.

Waterman Wash represents the most significant watercourse that passes through the interior of the Project which acts as the hydrologic outfall for the entire Project. Waterman Wash has been studied by Erie and Associates who prepared, submitted, and obtained approval of a Conditional Letter of Map Revision (CLOMR) detailing a channel design through the Project. The engineered channel by Erie and Associates will be constructed to convey flows from Waterman Wash through the Project where the existing main channel for the wash will continue to be preserved. An adjacent ancillary channel will be added to contain the 100-year flow rate within the proposed channel banks.

Under proposed conditions, smaller offsite flows impacting the Project will be collected and conveyed through the site via engineered drainage channels. The water surface elevation in the channels will be set to provide requisite freeboard to adjacent properties. These channels will discharge flows directly to Waterman Wash at various points within the Property.

Adequate storage capacity will be provided for onsite drainage areas so that peak flows and volumes will not be increased as a result of development. Developed areas that drain offsite will provide retention to limit the post-development peak discharge using City approved retention design criteria.

Retention basins are designed so runoff is disposed of within thirty-six (36) hours either by percolation, drywells, or bleed-off connections into approved drainage ways. Flows from basins shall be in the location and direction of the historic flows.

5.0 REGULATORY STANDARDS

5.1 PAD Deviation Justifications

This PAD provides an opportunity to create a master planned community complementing the City's current growth and development objectives. Deviations from the City's Zoning Districts are necessary to achieve the following objectives.

- Commercial, retail, and business opportunities support a well-balanced and self-sustaining community while generating additional tax revenues for the City.
- An extensive, integrated regional trail/pathway system offers pedestrian friendly access between neighborhoods, commercial, and recreational areas.
- Thirteen strategically located neighborhood parks and an elementary school provide the framework for social and recreational opportunities.
- A range of land uses attract a diverse mix of residential buyers in various stages of life.
- Transformation of Waterman Wash from a significant site constraint to a major focal point of the Community that provides significant open space, view corridors, trailhead, and a trail system that links neighborhood parks, neighborhoods, and completes a portion of the City's 75-foot wide regional trail system on both sides (north and south), while preserving the Jurisdictional portion of the wash.
- Adaptation of the Southwest Gas 30-foot easement from a significant site constraint to a minimum 45-foot wide trail system that directly links two neighborhood parks, Waterman Wash, and open spaces at strategic locations, and providing pedestrian access to neighborhoods, parks, commercial parcels, and the broader regions of the community via the Waterman Wash regional multi-use trail system.
- The approximate 600-foot Waterman Wash corridor will safely convey water and ensure none of the homes will be impacted by offsite storm water flows. In addition, it will also help mitigate the effects of flooding in neighboring communities.
- Major improvements to the City infrastructure such as:
    - Transportation corridors; Rainbow Valley Road, a planned parkway, Queen Creek Road, Germann Road, and Perryville Road.
    - Inclusion of a school site for elementary students.
    - Water and wastewater improvements.

- Neighborhood parks and an integrated trail system with active and passive recreation areas.
- Interactive and inviting retail areas drawing additional commercial to the City.
- Source of revenue for the City in the form of impact, review, and development fees and a steady source of revenue in the form of property and sales tax over the anticipated 10-year development cycle.

5.2 PAD Review Guidelines

Based on the review of the PAD review guidelines set forth in the Goodyear Zoning Ordinance Section 1-3-1-D-3 and discussions with City staff, the following summarizes how the Rainbow Valley PAD meets the intent of those guidelines:

> *a. Consistency with the goals, objectives and policies and future land use map of the City' General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues and if conditions have changed significantly since the plan was adopted.*

Section 5.3 of this PAD provides a detailed analysis of how the Rainbow Valley PAD is consistent with the goals, objectives, and policies and future land use map of the Goodyear General Plan.

The Rainbow Valley PAD was approved by City Council on October 22, 2018. Since that time, current market factors, demographics, infrastructure, traffic, and environmental issues have not changed. The purpose of this amendment is to add 320 acres and build on the strong foundation formed by the 2018 PAD.

> *b. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.*

Rainbow Valley will be developed in a way that is sensitively designed with the Waterman Wash and the surrounding natural landscape. Historically, Waterman Wash has flooded the area during heavy storms. The jurisdictional limits within Waterman Wash will remain in its natural condition, except at roadway and utility crossings.

The area within Waterman Wash and outside of the JD and channel will be revegetated with native plants. Over time, it is anticipated the lines between developed and natural will blur and will have a more natural appearance. Waterman Wash will be the centerpiece of the Community and will provide significant open spaces, trails, and recreational amenities that integrate into the overall parks, trails, and open spaces. Other lands that are designated as Open Space are meant to provide areas that can be used to preserve natural areas and create both active and passive recreational uses and amenities for the surrounding land uses. This will provide a seamless compatibility with the Rainbow Valley development to the surrounding environment and aesthetics of the land.

The 30-foot Southwest Gas easement traverses the Project and provides a significant opportunity for non-vehicular access to the overall Project. Additional area is added to the easement to incorporate a Project Path that directly links the three Enhanced Neighborhood Parks, Waterman Wash, elementary school, larger community commercial site, and additional trails and paths. Improvements are limited to low growth desert landscaping and roadway and infrastructure crossings perpendicular to the easement.

> *c. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values.*

The opportunities for a variety of living options, houses, and densities in Rainbow Valley will be compatible and complementary to the existing CantaMia at Estrella development located ¼ mile north of the Project. Additionally, the synergy of these communities, with the development of additional rooftops, will bring the commercial services, retail, and employment opportunities that inevitably follow residential for the benefit of CantaMia at Estrella, Rainbow Valley, and the surrounding communities.

> *Rainbow Valley is just the beginning of what is planned to be a dynamic, energetic part of the City. Rainbow Valley Road/Parkway and the planned Loop 303 bisect the Project, and a large Business and Commerce area is planned less than a quarter mile from the project. The densities and housing opportunities proposed with Rainbow Valley will help to attract and support the future retail, commercial, and employment uses. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under current zoning.*

The immediate adjacency of Rainbow Valley to the developments located in Estrella to the north, Estrella Mountain Ranch PAD zoning to the east and south, and PAD zoning for the majority of Rainbow Valley, demonstrate the consistency of the proposed development with the surrounding area. The purpose of the current AU zoning for the additional 320 acres in Rainbow Valley is to *"provide a low-density, estate-type residential use that allows for non-commercial agricultural uses and Large Animal and Small Animal privileges."* The Property has historically been used as agricultural uses. At one point in time, this area made sense for this type of use because it could operate completely separate from any neighborhoods and other City uses without any compatibility issues. However, with the continued development immediately to the north and surrounding PAD zoning, the Rainbow Valley property is the next property in line for growth. The Property owners no longer wish to use the Property for agricultural uses.

This is further supported by the Goodyear General Plan, which designates the Property as Neighborhood. This is defined as, *"Provid(ing) areas for the growth and development of neighborhoods. Neighborhoods include a wide range of densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations."* Rainbow Valley will provide a master planned community that will bring the expected growth and development of neighborhoods that occur as Cities grow outward.

e. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

The market demand for residential housing is here. This strength of that market shows it will be here for a while and the need for a quality master planned community with a variety of housing product will continue. Housing permits will continue to rise in all Phoenix Valley cities, including Goodyear, with a demand for all types of housing continuing to be strong amongst all demographics.

While there are other areas of the City of Goodyear that are currently zoned and available for residential uses, it is difficult to determine the economic intricacies involved with why or when the other 57,000 entitled lots will be built or to do a lot for a lot comparison without reviewing the type of housing product provided, the amenities provided, and especially the unique place and location of a development. It seems that the intent of Zoning Ordinance regulation 1-3-1-D-3(e) is to compare those other properties surrounding "the proposed zoning district" of the PAD with similar zoning that offers comparable locations, amenities, and character. When compared in this way, Rainbow Valley provides a unique location with a vastly different environment and locale than can be found in other parts of the City to the north.

Additionally, Applicant has entertained a high interest from homebuilders for Rainbow Valley because of the specialness of the surrounding Rainbow Valley area and the uniqueness that is provided by the closeness to the beautiful Estrella Mountains and the desert landscapes. This interest demonstrates a tangible market demand that Rainbow Valley brings despite the other entitled developments in the City.

f. Demand for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities, and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities,, wastewater treatment, recharge and distribution facilities, streets, bridges, schools, and emergency services facilities and equipment).

City Council expressed their support for growth in this area of the City. The developer will be responsible for providing water and wastewater infrastructure and all weather access to the Project and ensure the Project is served with adequate public safety services.

Water: The Project lies within the City of Goodyear water service area and the City will serve as the water service provider for the Project. The Developer will be responsible for constructing water lines and plans to construct a water campus. The Rainbow Valley Master Water Report is submitted to the City of Goodyear under separate cover and is incorporated into the Rainbow Valley Planned Area Development.

Wastewater: The Project lies within the City of Goodyear wastewater service area and the City will serve as the wastewater service provider for the Project. The Developer will be responsible for constructing sewer lines. The Rainbow Valley Master Wastewater Report is submitted to the City of Goodyear under separate cover and is incorporated into the Rainbow Valley Planned Area Development.

Schools: The Project is entirely within the Liberty Elementary School District and the Buckeye Union High School District boundaries. Applicant has met with Liberty Elementary School District and Buckeye Union High School District. The Elementary School District anticipated the need for an elementary school on an approximately 12-acre site. Applicant will continue to work with the Elementary School District to ensure location and access are sufficient. The student generation rate per household is 0.3 for elementary school students and 0.19 for high school.

Fire/Police: Fire and Police will be provided by the City of Goodyear

Public Utilities:

Utility	Provider
Water and Wastewater	City of Goodyear
Refuse	City of Goodyear
Gas	Southwest Gas
Electric	Arizona Public Service
Police, Fire and Emergency	City of Goodyear
Telephone	Cox or CenturyLink
Cable	Cox or CenturyLink

g. Potential adverse fiscal impacts that will result from providing services to the area.

Developer plans to construct the necessary water, wastewater, and street infrastructure to serve this Project and support the area.

The Project is entirely within the Liberty Elementary School District and the Buckeye Union High School District boundaries. . Applicant met with the school districts and will continue to work with the Elementary School District to finalize a school donation agreement and to ensure access to the school site is sufficient. Following is a table calculating the number of elementary students and schools generated from the Project.

School Type	Maximum Number of Residential Units	Student Ratio	Student Projections
Liberty Elementary School District (K-8)	4,121	0.30	1,236
Buckeye Union High School District	4,121	0.19	783
Total Students Generated	**-**	**-**	**2,019**

h General public's concerns.

Rainbow Valley will be a benefit for the general public with its broad range of lot sizes and housing types, open space amenities, infrastructure improvements and land reservations. The wide array of housing choices from single family detached to higher density parcels such as, attached townhomes and build-to-rent, will accommodate residents at all stages of life. Two commercial sites will provide business and retail opportunities for Rainbow Valley and surrounding community. In addition to providing the commercial retail, the Project will supply necessary rooftops to bring additional commercial development to the area.

Waterman Wash will be transformed from a site constraint into a significant open space with views, trailhead, and a trail system that links parks with neighborhoods, and completes a portion of the City's regional trail system, while preserving the jurisdictional portion of the wash.

Residents from outside of the Community will also benefit from improvements made by the developer to the perimeter streets, including Rainbow Valley Road, a planned parkway and an internal collector roadway system. In addition to street improvements, right-of-way will be reserved for the future Loop 303 as it bisects the northern portion of the Property.

i How the proposed amendment promotes orderly growth and development?

The development is located approximately one-quarter mile from the CantaMia at Estrella community. Rainbow Valley is the next proposed development and presents opportunities to bring commercial and retail services more quickly to existing residents in the area with the increased rooftops.

Applicant is willing to pay for and provide its "fair share" of the necessary services for the development. Thus, adverse fiscal impacts should not be an issue regarding orderly growth and development of Rainbow Valley.

Applicant will continue to work with City Staff on "growth paying for growth" and using all avenues for creative solutions to public/private partnerships. Additionally, Applicant will work with the City to amend the Development Agreement for Rainbow Valley, as required, to address the required improvements and/or contributions by the developer to help fund infrastructure services. The City already has an obligation to provide solid waste collection and disposal and emergency services for CantaMia at Estrella residents, located a short distance from the proposed Rainbow Valley PAD development. Additional developments and residents in an area where the City already has a commitment to provide service should make providing services more cost effective on a per capita basis.

i. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the city and the general public.

This PAD Amendment helps create a more cohesive and robust community by incorporating additional acreage into a previously approved PAD.

5.3 General Plan Goals and Policies

The Property is designated as Neighborhood and Open Space by the Goodyear 2025 General Plan ("General Plan") Land Use Map. With these land use designations, the City anticipates that the Neighborhood land use will develop in a way that allows for a wide range of densities and housing types and commercial uses at appropriate locations. Other lands designated as Open Space are meant to provide areas that can be used to preserve natural areas and create both active and passive recreational uses and amenities for the surrounding land uses.

The Rainbow Valley PAD development is proposed with these land uses in mind. Additionally, Applicant has taken great care in ensuring the PAD will be in conformance with all of the goals of the General Plan.

This PAD creates interconnected residential neighborhoods with a wide range of densities and housing types with a commercial development located near Willis Road and Loop 303, a highly trafficked interchanged, and a second commercial development between the Rainbow Valley Parkway and residential development.

This PAD creates a strong, coherent neighborhood that will provide development opportunities for the fast-growing City of Goodyear. Applicant is aware of the strategic location of the Rainbow Valley Development and its adjacency to Estrella, and other existing and proposed developments.

The following narrative provides additional information regarding how the Rainbow Valley PAD will achieve the policies and goals found within the General Plan. Particular emphasis has been placed on those goals that have been provided by City staff as needing to be addressed. A summary of the specific goals and policies of the General Plan have been provided in **bold***/italics*, followed by an explanation of how the Rainbow Valley PAD is in conformance.

Policy GD-1-1 (c) (listed as Policy CC-5-1 (c) on page 47) Development within large master planned communities should:

- *Allow for greater flexibility since the area is being master planned,*
- *Include trails, open space, and internal and external connectivity,*
- *Include an integrated lifestyle*

Flexibility is built into the PAD to allow for a variety of different housing products. Specifically, the LDR1, LDR2, and LDR3 areas provide for traditional single family residential land uses as follows:

- LDR1 homes start at 7,000 square feet and are intended for buyers that wish to move-up to a larger home.
- LDR2 homes start at 6,000 square feet and are intended for the first time and move-up homebuyer.
- LDR3 homes start at 4,500 square feet and are intended for first time homebuyers and empty nesters.

MDR areas provide for non-traditional residential uses, such as higher intensity attached or detached residential units such as cluster/courtyard homes, duplex, triplex, townhomes, and build-to-rent.

CC areas provide for commercial land uses, such as neighborhood and general commercial and professional office.

Open Space uses include Waterman Wash, which incorporates significant open space, view corridors, trailhead, and a portion of the City's regional trail system through the Community. Additionally, the parks, trails, and other open spaces provide significant opportunities for passive and recreational amenities. The amount of total open space will ultimately exceed 20%.

Included in the Open Space, is an extensive integrated trail system that is incorporated along Waterman Wash, streets, portions of the Southwest Gas easement, and open spaces; thus, creating a pedestrian friendly Community and providing continuous connectivity between neighborhoods, parks, elementary school, commercial centers, and Waterman Wash. Segments of the City's regional trail system, along the north and south sides of Waterman Wash, will be completed with this Project.

The inclusion of all these varieties of land uses provides a cohesive master planned community that includes an integrated lifestyle and meets the General Plan Policies.

- *Policy GD-1, Introduction (page 46) notes that: "Residential development typically precedes other types of development…"*

We concur that residential development with rooftops are needed to attract different uses to the area. This PAD is providing the entitlements for future commercial development that will come to this area once an adequate number of citizens live in the area to make commercial development viable.

- *Policy GD-1-1 (e) (listed as Policy CC-5-1 (e) on page 48) Development near natural resources [i.e. Waterman Wash] should:*
    - *Preserve natural features, steep slopes, and when appropriate, views,*
    - *Use design that emphasizes the natural resources,*
    - *Include public access to the natural resources,*
    - *Include low light, low noise, and low traffic,*
    - *Include activity nodes at major crossings,*
    - *Include destinations within the resources (e.g., White Tanks library)*

Applicant will meet this General Plan policy by incorporating the Waterman Wash in a sensitive way that preserves this natural feature, but also enhances its natural beauty into the Rainbow Valley development. Waterman Wash will be a major focal point of the Community by providing significant open space, view corridors, trailhead, and a trail system that links parks, neighborhoods, and completes a portion of the City's regional trail system, while preserving the Jurisdictional portion of the wash, on what was once a significant site constraint.

The Jurisdictional limits (the "JD") of Waterman Wash will remain in its current natural condition. An engineered channel will be constructed to intercept flows outside of the JD portion of Waterman Wash (per an approved CLOMR). The area within Waterman Wash and outside of the JD and channel will be revegetated with native plants. Over time, it is anticipated the lines between developed and natural will blur and have a more natural appearance. Waterman Wash will be the centerpiece of the Community and will provide significant open spaces, trails, and recreational amenities that integrate into the overall parks, trails, and open spaces.

- *Policy GD-1-2 (b) (listed as Policy CC-5-2 (b) on page 49) Promote the development of compact walkable neighborhoods within the vicinity of existing and planned transit routes.*

The PAD is located near the future Loop 303 corridor which will be an important part of this development. Applicant has provided compact neighborhoods that are walkable and connect to the development as a whole through a connected trail and sidewalk system.

This Project incorporates a diversity of housing types enabling citizens from a wide range of economic levels and age groups to live within its boundaries. This Community not only provides the traditional single-family home, but two higher density residential parcels, which could include cluster/courtyard homes, Z-lots/2-paks, town homes and patio homes, green-courts and garden homes; duplex and triplex; and build-to-rent.

Homes will be located within one-quarter mile of a neighborhood park or trail with direct access to a neighborhood park without having to cross a major arterial street. Parks are also integrated with the Project's trail and sidewalk system providing residents an alternative method of transportation to access the neighborhoods, commercial sites, school, parks, and other open spaces (See **Figure 7a, Open Space & Trails Plan**)

- *Policy CC-5-2(c) (page 49) states that developments should partner with the development community and regional planning agencies on transit planning.*

Applicant has already made plans and had preliminary discussions with those in the community and with regional agencies regarding the planned Loop 303 route. Applicant recognizes the vitality of this route and the importance of coordinating as needed. Applicant will stay current on the progress of Loop 303 and participate in the public process as necessary.

- *Policy GD-2-1 (page 51), Promote the policy that development should pay for itself.*
- *Policy GD-2-2 (page 51) Use development impact fees to encourage or discourage development in certain areas of the City. In areas where there are not adopted impact fees, the developer shall construct the necessary infrastructure to serve the development.*

Applicant is fully aware of these policies. Water, wastewater and transportation solutions are described in 4.0 Infrastructure. There currently are not any City adopted impact fees for the area that the Project is located within. However, Applicant has consistently presented multiple strategies in the PAD and discussions with City staff that include paying its fair share of the costs associated with the public service needs. City Council has expressed their support for growth in this area of the City and tasked City staff to develop options to ensure the Water Service Area #4 (North Waterman Wash) is included in the City's planning. The developer will construct and pay for all required infrastructure to serve the Project.

- *Policy GD-2-2 (b) (page 51) Promote development within the City's designated growth areas first, as follows:*
    - *areas within the impact fee areas and identified by the Infrastructure Improvement Plan (IIP),*
    - *areas within targeted job centers such as the Loop 303 Corridor, Interstate 10 Corridor, Phoenix-Goodyear Airport, the MC-85 Corridor, and the Bullard Corridor,*
    - *areas within any City-adopted Redevelopment Area,*
    - *areas within the Transit Oriented Development Overlay,*
    - *areas within ¼ mile of existing residential subdivisions, and*
    - *areas along existing interstates/freeways.*

The development is located approximately one-quarter mile from the CantaMia at Estrella community. Rainbow Valley is the next proposed development and presents opportunities to bring commercial and retail services more quickly to existing residents in the area with the increased rooftops.

The future Loop 303 route transects the development to the north and will be a vital part of this development in the future.

Developer plans to construct water and sewer lines and construct a water campus. City Council has expressed their support for growth for this area of the City and tasked City staff to develop options for water and wastewater service.

- *Policy GD-2-2 (d) (page 52) Discourage rezoning land to higher intensities outside of the growth areas until infrastructure planning is in place and necessary resources are available.*

Developer will construct water and sewer lines and construct a water treatment plant. With respect to water service, Applicant has drilled and tested wells, proved an adequate supply of groundwater exists, and obtained an Analysis of Assured Water Supply for the Project.

- *Objective GD-3-1 (Page 55), Policies state to implement Goodyear Transportation Master Plan, utilize street cross-sections of the Engineering Manual, and preserve ROW for interstates and highways as designated in the Transportation Master Plan.*

Rainbow Valley meets these policies by creating a street network system that will conform to the Goodyear Master Plan and provide streets that meet all engineering requirements. Additionally, the development preserves a right-of-way corridor to accommodate the future Loop 303. As stated above, Applicant will work with all necessary parties to ensure the Loop 303 route is preserved.

- *Policy GD-3-2 (b) (page 56) Policy states that in the Neighborhoods land use category, transportation plans should:*
    - *Connect neighborhoods (roadways and transit)*
    - *Incorporate designs and facilities for bicyclists and pedestrians on all arterials.*
    - *Enhance mobility for seniors.*
    - *Provide connections to community business and shopping areas.*

The Rainbow Valley PAD is well connected with roadways and trails. Bicycle lanes for bicyclists and sidewalks for pedestrians are proposed on all arterial and collector streets and on the Rainbow Valley Parkway. The local street network has been carefully designed to provide connectivity to other neighborhoods and easy access to collector streets while discouraging cut through traffic. In addition to the bicycle paths and pedestrian sidewalks on streets, a system of trails and paths is provided throughout the Community to provide connectivity to other neighborhoods, parks, elementary school, and commercial areas. This includes a regional multiuse path on each side of Waterman Wash and a Project path that extends north-south through the Project along an existing gas easement. In addition to neighborhoods, this Project path directly connects Waterman Wash, three of the thirteen neighborhood parks, elementary school, and the larger commercial parcel. The future Loop 303 will provide convenient connectivity to and from the Property.

- *Objective GD-3-3 (page 56) – Coordinate transportation planning with regional planning efforts.*

As discussed above, Applicant will continue to work with and partner with all of the required transportation agencies and organizations to ensure that the Loop 303 is designed and constructed as part of this development, as required. The Project reserves the corridor for the Loop 303. The location and geometry of this corridor has been coordinated with ADOT and the adjacent development.

- *Policy GD-5-1 (a) (page 59) Establish and maintain responsive customer services to the citizens and businesses in Goodyear.*
- *Policy GD-5-1 (b) Ensure that adequate and efficient City facilities are available at the time of development.*
- *Policy GD-5-1 (c) Ensure infrastructure and facilities are operated and maintained in a fiscally responsible manner.*
- *Objective GD-5-3 (page 60) Ensure the availability and capacity of funding sources to finance and maintain growth.*
- *Policy GD-5-4 (a) Ensure a solid waste collection and disposal system serve the needs of the community.*
- *Policy GD-7-1 (a) Ensure that fire protection, incident commanders, and EMS facilities and services are located to ensure acceptable response times. (pages 59, 60, and 65)*

Appendix G of the General Plan identifies different funding mechanisms that can be used for working through the financing of infrastructure developments. Some of the solutions (i.e. Development Agreements, Public-Private Partnerships, etc.) involve the use of Applicant working with City to create public-private arrangements that meet the needs of the City and Applicant. As discussed above, Applicant will continue to work with and partner with the City to ensure the most economical and feasible solution is obtained for the Property and future development of the area.

The initial Development Agreement was approved on October 22, 2018. A subsequent First Amendment to Development Agreement for Rainbow Valley was approved on October 28, 2018. As such, the Development Agreement for Rainbow Valley, as amended, fully describes all required improvements or contributions by the developer to help fund services and a dry crossing over Waterman Wash. An additional Amendment to the Development Agreement for Rainbow Valley will be updated with this PAD amendment to incorporate the additional 320 acres. The City already has an obligation to provide solid waste collection and disposal and emergency services for CantaMia residents, located a short distance from the Rainbow Valley PAD development. Additional developments and residents in an area where the City already has a commitment to provide service should make providing services more cost effective on a per capita basis.

- *Additional GD-6 (page 61) - Objectives discuss the use of water and committing to water conservation and improving water quality.*

Applicant has proven an adequate water source through groundwater wells and has obtained an Analysis of Assured Water Supply (AAWS) for the Project's Westside. The Property on the Project's, Eastside, is in the process of obtaining an AAWS Developer will construct and pay for all necessary infrastructure to serve the Project.

- *Policy CC-1-1 (a) Promote the concept that all neighborhoods in Goodyear should be "complete neighborhoods" meaning they include:*
    - *a range of housing options,*
    - *the option to safely walk or bike to internal and external destinations,*
    - *access to a variety of transportation options,*
    - *schools that meet the needs of the neighborhood,*
    - *parks and other recreational facilities,*
    - *neighborhood commercial centers,*
    - *places of worship,*
    - *a sense of place and community pride,*
    - *places and spaces that encourage social interaction,*
    - *accessibility for people of all abilities,*
    - *access to healthy food, and*
    - *other amenities identified as important by the neighborhood.*

The Rainbow Valley PAD has met all of these requirements to create a "complete neighborhood" as described below.

Homes will be located within one-quarter mile of a neighborhood park without having to cross a major arterial street. Thirteen strategically located neighborhood parks, and a centrally located 14-acre elementary school provide the framework for social and recreational opportunities.

Waterman Wash is a major focal point of the Community providing significant open space, view corridors, trailhead, and a trail system that links neighborhood parks, neighborhoods, and completes a portion of the City's regional trail system.

The Southwest Gas 30-foot easement is widened to 45 feet or more to incorporate a trail system that directly links two of the Enhanced Neighborhood Parks, Waterman Wash, and open spaces at strategic locations and provides view corridors into the Community.

The Project incorporates approximately 42 acres of commercial. A 29-acre parcel is located near the proposed Loop 303 interchange at Willis Road, a planned major arterial roadway. A 13-acre parcel is located along Rainbow Valley Road, a planned parkway, and Germann Road, a planned arterial street.

Land uses transition from less intensive to more intensive uses in a logical and complementary manner, placing higher intensity uses to serve as a buffer between traditional single-family housing, commercial uses, and freeway.

- *Objective CC-1-1 (b) (page 76) – Promote the concept of "aging in place" and "aging in family"*

This development will have the option for active adult and senior living and will provide amenities for them to enjoy as part of its development. This will provide the opportunity for families to have loved ones nearby and those living in the neighborhood to stay in their neighborhood and close to family and friends as they grow older.

- *Objective CC-1-2 (page 76) – Ensure neighborhoods are internally and externally connected.*

As described above, the Rainbow Valley PAD provides connectivity throughout the neighborhood for pedestrians, bicyclists, and vehicles. Children, on the Project's Westside, will be able to walk or bike to school. The integrated trails system will provide both connectivity and recreation opportunities throughout the development. Also, with Rainbow Valley Parkway being adjacent to the Rainbow Valley PAD, and with the future construction of the Loop 303, the development will have exceptional external connectivity to Estrella and the balance of the City of Goodyear.

- *Policy CC-1-1 (c) (page 76) – Designate open space or parks as the focal point of the neighborhood and ensure they are available within walking distance to all residents.*

A system of trails and paths is provided throughout the community to provide connectivity to parks and the elementary school. This includes a regional multi-use path on each side of Waterman Wash and a Project path that extends north-south through the Project along an existing gas easement. This Project path directly connects Waterman Wash, three of the thirteen neighborhood parks, elementary school, and the larger commercial parcel.

- *Objective CC-2-1 (page 80) discusses providing a diverse stock of high quality housing that meets the needs of all residents.*

The variety of high-quality housing provided in the PAD meet this objective. Three higher density parcels are provided as alternatives to conventional single family detached uses, such as attached townhomes, and green-courts. Homes will vary in character and size to meet the demands of a broad range of homebuyers.

The Project offers opportunities for a wide range of housing types to meet the needs of diverse income levels and lifestyles. An active adult community may also be incorporated into the Project providing additional diversity. The Project will have multi-generational appeal to families, empty nesters, and active adults.

The majority of homes (3,499 dwelling units (84%)) will be single family detached with lot sizes ranging from 4,500 sq. ft. to over 7,000 sq. ft. Approximately 644 dwelling units (16%) of non-traditional dwelling units are anticipated. The change in the anticipated number of lots from the initial PAD is as shown in the following table.

Land Use District	Underlying Zoning District	Min Lot Size	Initial PAD		PAD Amendment		
			Anticipated Lot Count	Overall Lot Mix	Anticipated Lot Count	Overall Lot Mix	Percent Change
LDR1	R1-7	7,000	458	15%	760	18%	3%
LDR2	R1-6	6,000	871	29%	1,106	27%	-3%
LDR3	R1-4	4,500	1,193	40%	1,633	40%	-1%
MDR	R-2 R1-A R1-C MF-12	3,600 2,800 3,200 12 du/ac	440	15%	622	15%	0%
Total			**2,962**	**100%**	**4,121**	**100%**	**0%**

- **Policy CC-3-1 (a) (page 82) - The City shall utilize the park standards and guidelines as identified in the adopted Parks, Recreation, Trails, and Open Space Master Plan.**

The Rainbow Valley PAD complies with this Plan.

- *Policy CC-3-1 (d) (Page 82) - In the Neighborhoods land use category, parks and open spaces primarily should:*
    - *Be a focal point of the neighborhood,*
    - *Contribute to a sense of place,*
    - *Be a place where children can safely play,*
    - *Provide opportunities for social interaction,*
    - *Locate parks to integrate neighborhoods, so that residents of different neighborhoods can meet and socialize, and*
    - *Provide appropriate connections between residential and commercial areas by consolidating open spaces in different land uses to create larger areas (e.g. a neighborhood park and required commercial buffer could be located near each other to create larger open space).*
    - *All residences shall be located within a ¼ mile of a public or private neighborhood park.*

The Rainbow Valley PAD complies with all of these policies. Homes will be located within one-quarter mile of a neighborhood park or trail with direct access to a neighborhood park without having to cross a major arterial street. Thirteen strategically located neighborhood parks and a centrally located 14-acre elementary school provide the framework for social and recreational opportunities. The thirteen parks are interconnected with the trail and sidewalk system as shown on Figure 7a, Open Space & Trails Plan.

The neighborhood parks are easily accessible by a major street, bicycle lane, or comprehensive, internal trail system. Three of the neighborhood parks are adjacent to Waterman Wash; thereby, creating a contiguous, larger open space. Another neighborhood park is located adjacent to the elementary school parcel; thereby, creating opportunities for shared use of facilities. Three of the thirteen parks, elementary school, and Waterman Wash are linked by a continuous path adjacent to an existing natural gas easement. Three neighborhood parks on the Project's Eastside are linked to Waterman Wash; thus, providing a cohesive network and a pedestrian trail connection to the Project's Eastside.

- *Policy ED-1-2 (a) (Page 97) - Ensure the mix of land uses and zoning will ensure a stable revenue stream in the future or at other times when growth may be limited.*

With the high growth and future influx of residents to the area, the demand for commercial and retail facilities will increase. To meet the growing demand, the land plan for the Project incorporates approximately 42 acres of commercial. A 29-acre parcel is located near a proposed Loop 303 interchange at Willis Road, a planned major arterial roadway. A 13-acre parcel is located along Rainbow Valley Road, a planned parkway, and Germann Road, a planned arterial street. These vehicular transportation corridors have the potential to generate high traffic volumes, which in turn supports regional commercial and retail land uses.

As noted above for Policy GD-1, the residential rooftops are built prior to other types of land uses, including commercial development. This Project will bring the additional rooftops, along with the already existing CantaMia community, providing opportunities for services, retail, and employment development; thus, expediting a revenue stream for the City.

- *Policy ED-1-2 (b) (Page 97) - Designate lands near important assets (Loop 303, I-10, fiber optic, Phoenix-Goodyear Airport) for employment uses.*

Applicant is providing approximately 42 acres of commercial areas that will provide employment opportunities. A 29-acre parcel is located near a proposed Loop 303 interchange at Willis Road, a planned major arterial roadway. A 13-acre parcel is located along Rainbow Valley Road, a planned parkway, and Germann Road, a planned arterial street. These vehicular transportation corridors have the potential to generate high traffic volumes, which in turn supports regional commercial and retail land uses and generation of a stable revenue stream.

The following narrative provides additional information regarding how the Rainbow Valley PAD will achieve the development standards sections specifically noted by City staff. The development standards section provided by City staff has been provided in **bold***/italic*s, followed by an explanation of how the Rainbow Valley PAD is in conformance.

Land Use and Transportation Plan and Development Standards (Chapter 8) - The area is designated as "neighborhoods" and "open space" by the General Plan Land Use and Transportation Plan.

Standard 1. All development proposals shall demonstrate their conformance with the applicable stated goals, objectives, and policies contained within the General Plan, and how the development furthers the appropriate implementation of the General Plan.

As described above and below, the Rainbow Valley PAD will be in conformance with the applicable goals, objectives, and policies contained within the General Plan. This will allow the development of a high-quality cohesive master planned community that will greatly add to the City of Goodyear.

Standard 2. While Goodyear encourages quality development throughout the planning area, growth and redevelopment is highly encouraged to locate in areas with existing infrastructure and services, in the City's Redevelopment Area (see Figure 5.7), within walking distance of transit stations, and along existing interstate/freeways.

Standard 3. New developments shall demonstrate that there are adequate services and facilities, or plans to provide the necessary services and facilities, to serve the development during the development approval process.

Standard 2 and 3 are addressed above in discussion with other stated policies and objectives.

Standard 4. Goodyear promotes a graduated density/intensity concept. Developments with similar densities should locate near each other, gradually increasing density towards village centers, the City Center, or transit corridors and lowering density near protected uses (such as a natural feature). Developments with similar intensities (e.g., building height, building bulk or intensity of use) should locate near each other gradually increasing intensity towards transit corridors, the City Center, industrial development, and commercial centers and decreasing intensity towards residential developments.

The development is located approximately one-quarter of a mile from the CantaMia community, which is a development that is similar in density to the Rainbow Valley development. Additionally, the Rainbow Valley PAD development is designed with significant open space and lower residential densities adjacent to Waterman Wash, the only significant natural feature within the development. The densities and intensity of land uses of the development are increased as you near the Loop 303 corridor. Both community commercial parcels are located adjacent to the Loop 303 corridor. The three medium density residential parcels are either adjacent to or very near the Loop 303 corridor.

Standard 5. Goodyear promotes a safe walkable and bikeable community. Each development should be located and designed to reduce vehicle trips and miles whenever possible. Pedestrian and bicycle connections shall be provided between and within developments to allow the community to walk or bike to nearby destinations.

This standard is addressed above in discussion with other stated policies and objectives.

Standard 6. Required open spaces for adjoining developments should be combined where practical to create larger areas of open space beneficial to the developments and the community.

This standard is addressed above in discussion with other stated policies and objectives.

Standard 7. Land uses should be located to protect significant natural resources including the Sierra Estrella Mountains and foothills, the Gila River, the Sonoran Desert National Monument, and Waterman Wash. These uses should be protected from encroachment and environmental contaminants. Protection would include locating lower density residential and lower intensity non-residential uses nearby, providing additional adjacent open space, or other measures as appropriate.

As discussed above, this PAD is sensitively designed with the Waterman Wash and the surrounding natural landscape. Historically, Waterman Wash has flooded the area during heavy storms. A CLOMR was approved in July 2016 to remove portions of the Property from the floodway/floodplain. The jurisdictional limits within Waterman Wash will remain in its natural condition, except at roadway and utility crossings.

The area within Waterman Wash and outside of the JD and channel will be revegetated with native plants. Over time, it is anticipated the lines between developed and natural will blur and will have a more natural appearance. Waterman Wash will be the centerpiece of the Community and will provide significant open spaces, trails, and recreational amenities that integrate into the overall parks, trails, and open spaces.

All land uses adjacent to Waterman Wash will remain outside of the 40-foot erosion hazard setback limit. These adjacent uses include residential, parks, and other areas of open space.

Open Space Development Standards:

Standard 11. In accordance with the Arizona Revised Statutes, up to one dwelling unit per acre is permitted within the Open Space category.

The PAD designates the Waterman Wash solely as open space land use and is not entitled to develop with any residential density.

Standard 12. Open space uses may include appropriate outdoor recreation uses and supportive commercial uses (e.g., horse riding stables, a restaurant in a regional park, a pro-shop).

Waterman Wash will be the centerpiece of the Community and will provide significant open spaces, trails, and recreational amenities that integrate into the overall parks, trails, and open spaces. Neighborhood parks will include amenities such as ball fields, multiuse play fields, sand volleyball, ramadas, playground equipment, basketball courts, and associated structures.

Proposed parks within active adult communities may be programmed with amenities that better fit the active adult lifestyle. Alternative uses such as community centers, recreation centers and golf and/or golf clubhouses are also allowed in lieu of neighborhood parks.

Standard 13. Community and public facilities (e.g., libraries, water recharge facilities, parks) are permitted in the Open Space category.

Same as Standard 11 above.

Neighborhoods Development Standards:

Standard 25. Low Density Residential. Single family, detached and attached, residential uses with densities up to 5 dwelling units per acre are appropriate throughout the Neighborhoods category.

Three low density residential districts (LDR1, LDR2, and LDR3) are proposed. They range in density from 2.4 to 4.6.

Standard 26. Medium Density Residential. Residential uses with densities greater than 5 dwelling units per acre up to 12 dwelling units per acre, may be considered along arterial roads, adjacent to commercial areas, adjacent to community and regional parks or significant open space areas, adjacent to interstates when appropriately buffered, or to provide transition between low and high density residential uses.

Three medium density residential districts (MDR) are proposed adjacent to Loop 303 and commercial areas. Densities range from 9.3 to 10.2.

Standard 27. High Density Residential. Residential uses with densities over 12 dwelling units per acre may be considered along arterial roads, interstate corridors, transit corridors, adjacent to employment or commercial areas, adjacent to regional or community parks or open space areas, or to provide transition between residential and non-residential uses. These developments should have access onto an arterial roadway or be able to access an arterial roadway through a commercial or other non-residential development. Single family residential developments are not appropriate along freeways or abutting to industrial areas unless significant buffers are utilized between the uses. Even with significant buffers, locating single family residential developments adjacent to freeways or heavy industrial areas is strongly discouraged.

The PAD does not propose high density residential.

Standard 29. High density residential developments should not be located directly adjacent to single family residential developments with densities under 5 dwelling units per acre unless a public roadway, park or open space area, medium density residential development, or similar features provides a buffer between these uses.

The PAD does not propose high density residential.

Standard 30. High density residential projects are most appropriate and encouraged to locate:

i. Within a 10-minute walk (approximately ½ mile) of a transit station (e.g., local bus station), or

ii. Within a 10-minute (approximately ½ mile) walk of a regional or community park or other significant open space feature or major trail system, or

iii. Within a mixed-use development, or

iv. Adjacent to commercial centers.

The PAD does not propose high density residential.

Standard 31. Pedestrian and bicycle connections shall be provided to internally and externally link residential uses to nearby commercial uses, schools, parks, other neighborhoods, and other important destinations by walking or biking.

As described above, an extensive pedestrian and bicycle network is incorporated into the Project linking neighborhoods, parks, school, commercial sites, and the City's regional trail along Waterman Wash.

Standard 32. New subdivisions should be designed to provide convenient pedestrian access to adjoining streets, open spaces, and commercial areas. Subdivision design is encouraged that minimizes or avoids the use of typical subdivision perimeter walls. If subdivision walls are proposed, they should include pedestrian access points for pedestrian movement. The pedestrian access points should be strategically located to maximize usage by residents.

As described above, an extensive pedestrian trail and sidewalk network allows access to parks, school, commercial sites, and the City's regional trail along Waterman Wash.

Standard 33. Gated communities do not have to provide pedestrian access points but they should allow for public regional trail connections. Gated communities are encouraged to provide pedestrian access points even if they only provide access to residents who live in the community.

A public regional trail will be located along the north and south embankments of Waterman Wash. Future residents of the Community will have many opportunities to access the trail from the extensive internal trail and bike network. The public will have access to the regional trail, internal to the Project.

Standard 34. Neighborhood Commercial uses may be considered at the intersection of two arterial roadways (Arterial, Major Arterial, Scenic Arterial, or Parkway) or to buffer a residential use from an industrial use or interstate freeway within the Neighborhoods category. Neighborhood commercial uses typically serve a trade area of 3-5 miles and typical uses would include grocery stores, drug stores, fueling stations, neighborhood offices, and restaurants. A neighborhood commercial site is typically a stand-alone development 20 acres in size or smaller but the size of the commercial development is not restricted so long as the intensity (e.g., building height, lighting, noise, traffic) of the commercial use is compatible with the surrounding area; the development contains uses typically needed and supportive of the neighborhood; the form of the development is consistent with the surrounding area; and connectivity is provided to nearby trails, open spaces, and residential areas.

A 29-acre commercial parcel is located near the proposed Loop 303 interchange at Willis Road, a planned major arterial roadway. The commercial site is buffered from the traditional single family parcels by a wide drainage channel/open space corridor and a medium density residential parcel. A 13-acre commercial parcel is located along Rainbow Valley Road, a planned parkway, and Germann Road, a planned arterial street.

The commercial will serve not only the Community and the nearby market area, but will respond to the regional retail potential affiliated with a larger market area.

Standard 35. Mixed use developments may be considered at the intersection of two arterial roadways (Arterial, Major Arterial, Scenic Arterial, or Parkway as designated by the transportation plan) or at the intersection of an arterial roadway and a collector roadway.

A mixed use development is not proposed with this PAD.

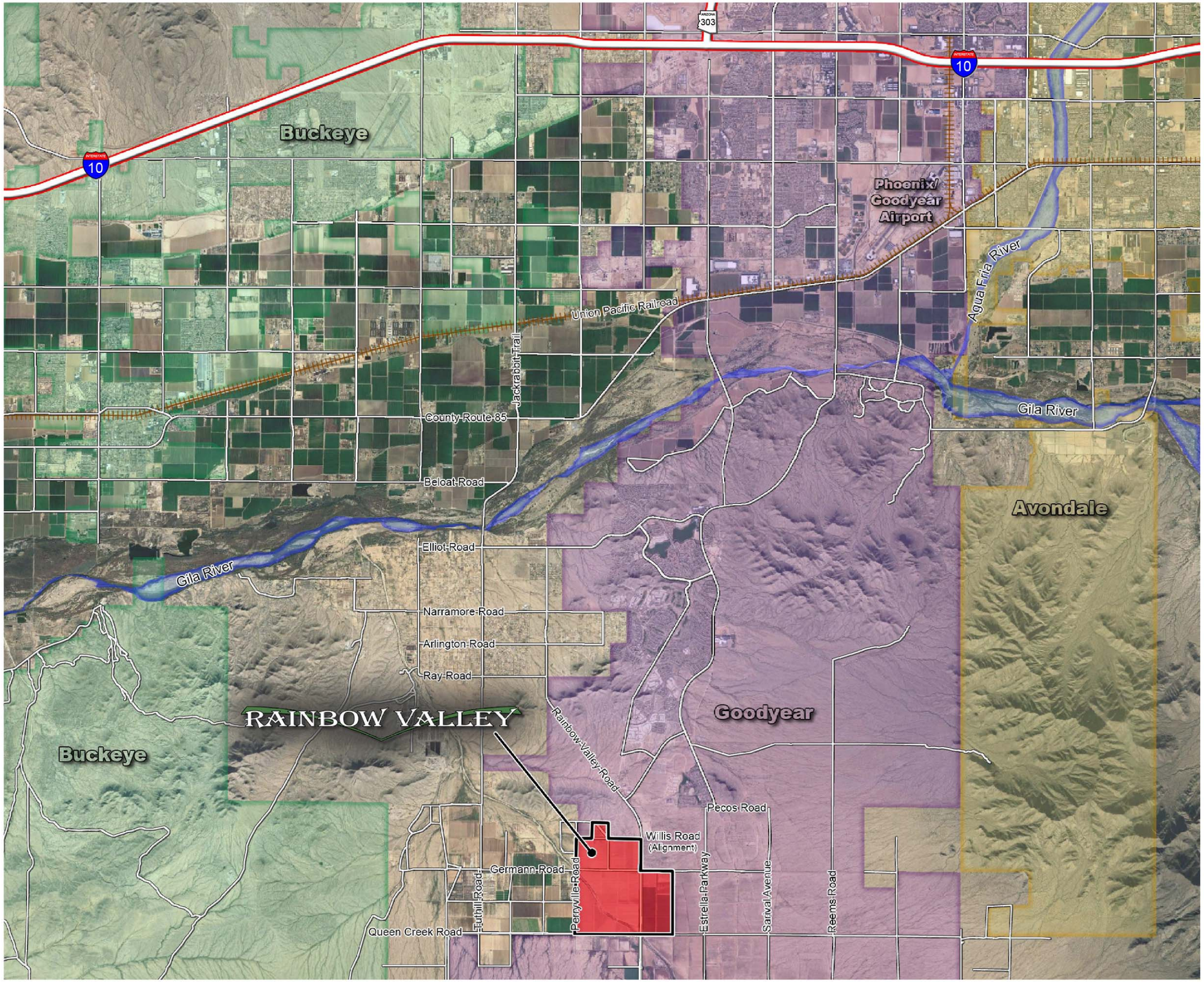
FIGURES

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project Area
- City of Avondale
- City of Buckeye
- City of Goodyear
- Freeway
- Roadways
- Major Waterway



North

Scale: 1"= 8,000'

Figure 1

Regional Vicinity Map

FEBRUARY 2021

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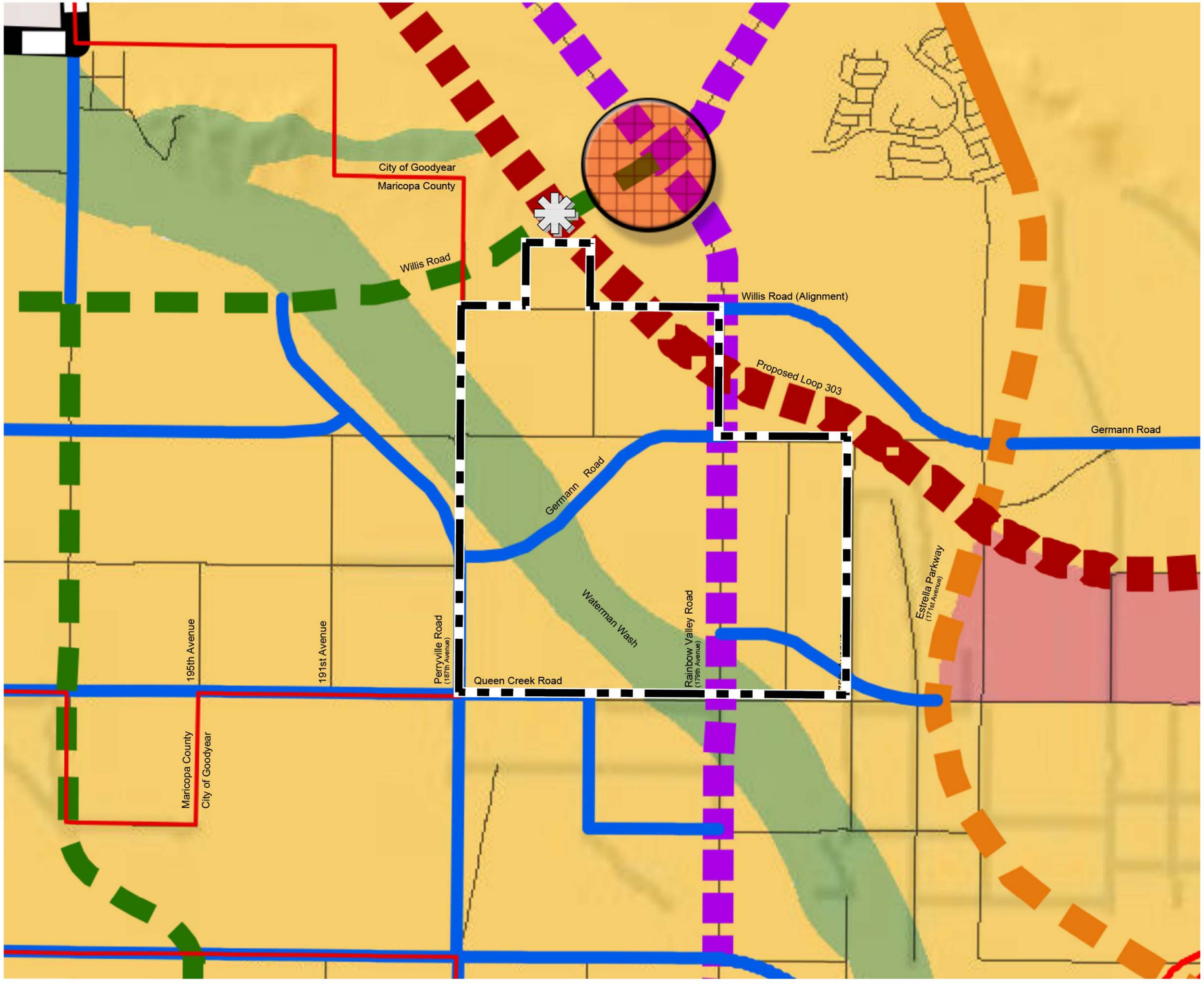
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



LEGEND

- Project Boundary
- City Boundary (Generalized)
- Neighborhood
- Business & Commerce
- Open Space
- Village Center Overlay
- Arterial
- Scenic Arterial
- Scenic Arterial - Proposed
- Major Arterial - Proposed
- Parkway - Proposed
- Freeway/Parkway - Proposed
- Other Streets
- Proposed interchange per MCDOT Corridor Improvement Study SR 303 between Riggs Road and MC 85

North

Scale: 1"= 2,000'

Figure 2

General Plan Land Use Exhibit

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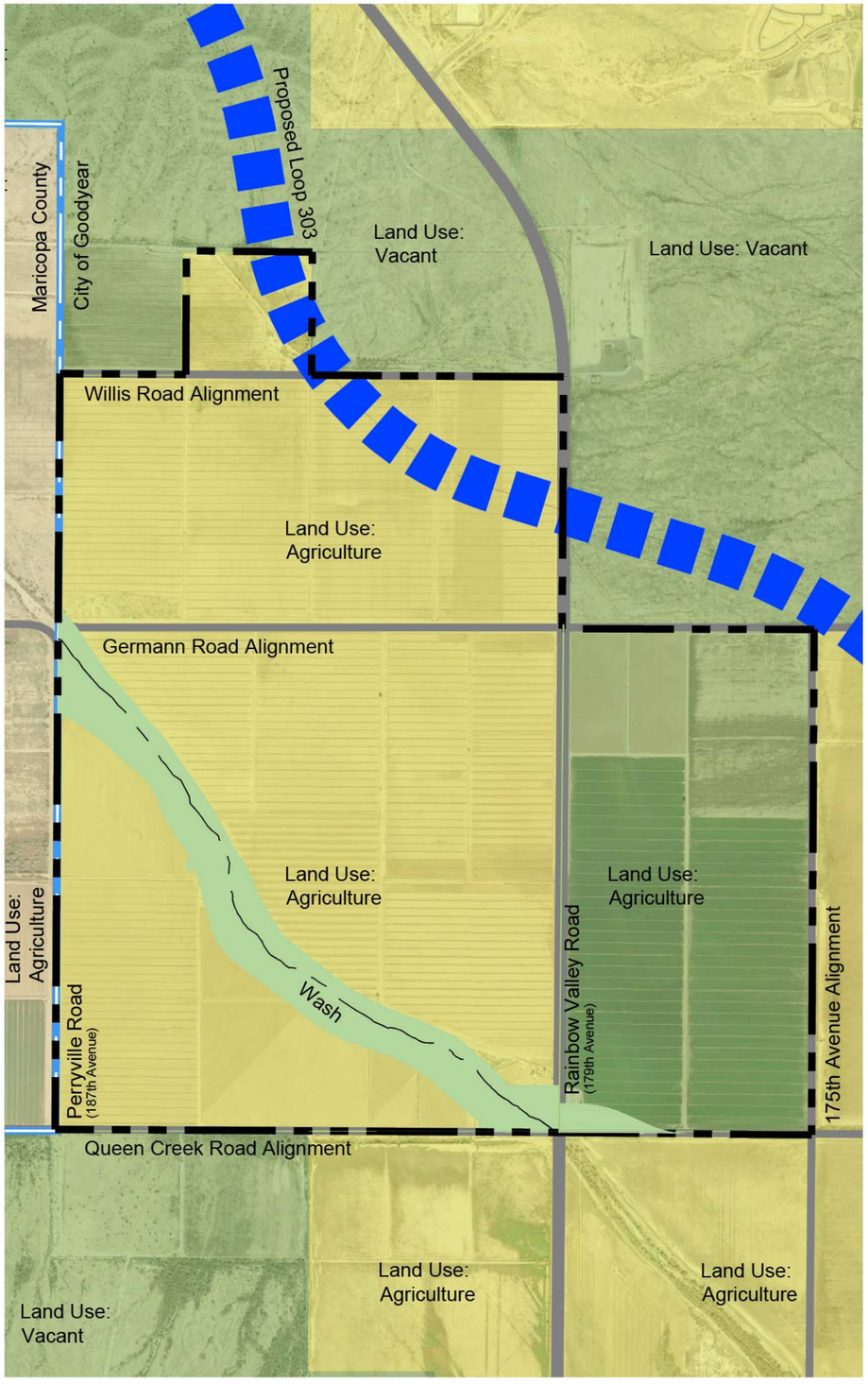
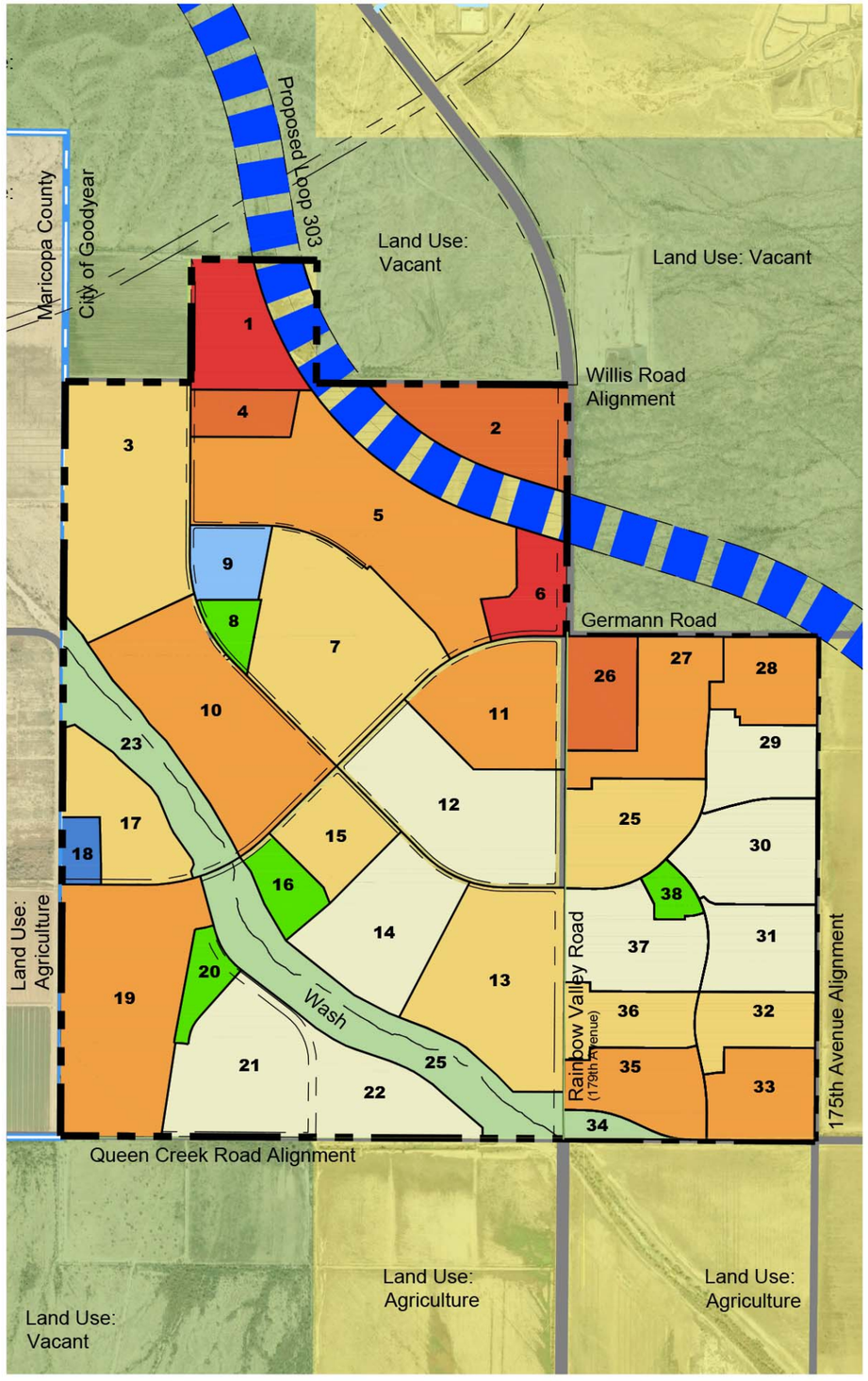
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



Existing Zoning



Amended Zoning

LEGEND

- Project Boundary
- Parcel Boundary
- City of Goodyear - AU (Agricultural-Urban)
- City of Goodyear - PAD (Planned Area Development)
- Maricopa County - Rural-43 (Residential)
- LDR1 (Low Density Residential 1)
- LDR2 (Low Density Residential 2)
- LDR3 (Low Density Residential 3)
- MDR (Medium Density Residential)
- CC (Community Commercial)
- Elementary School (LDR-2)
- Water Campus (PFD, Public Facilities District)(1)
- Neighborhood Park - (OS)
- Waterman Wash - (OS)
- City Limits
- Freeway (Future Loop 303 - for reference only)
- Wash Centerline (Waterman Wash)

Note:
(1) If high levels of TDS are discovered following development and testing of future well(s), the water campus footprint will be expanded into Parcel 17 to include TDS treatment equipment and drying beds. Water campus site will include odor easements, if determined to be necessary.

North

Scale: 1"= 1,500'

Figure 3

Land Use/Zoning Comparison Exhibit

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RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project Boundary
- City Limits
- Flood Plain Per Approved CLOMR
- JD 404 Wash
- Engineered Drainage Channel Per Approved CLOMR
- FEMA Floodplain Line
- Southwest Gas Line Easement
- 40' Electrical Easement

Willis Road Alignment
Maricopa County
City of Goodyear
Germann Road Alignment
40' APS ELECTRICAL ESMT
175th Avenue Alignment
Perryville Road Alignment
Rainbow Valley Road
Waterman Wash
Maricopa County
City of Goodyear
Queen Creek Road Alignment

North

Scale: 1"= 1,000'

Figure 4a

Existing Topography & Physical Features Map

FEBRUARY 2021 HILGARTWILSON

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project Boundary
- City Limits
- Flood Plain Per Approved CLOMR
- JD 404 Wash
- Engineered Drainage Channel Per Approved CLOMR
- FEMA Floodplain Line
- Southwest Gas Line Easement
- Parcel Boundary
- 40' Electrical Easement

North

Scale: 1"= 1,000'

Figure 4b

Physical Features Map with Development Plan Overlay

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RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project Boundary
- Parcel Boundary
- 45' x 110' Lots
- 50' x 115' Lots
- 55' x 120' Lots
- 60' x 125' Lots
- 65' x 125' Lots
- 75' x 130' Lots

NOTES

Conceptual Site Plan is not being approved as part of the PAD document.

North

Scale: 1"= 1,000'

Figure 5

Conceptual Site Plan

FEBRUARY 2021

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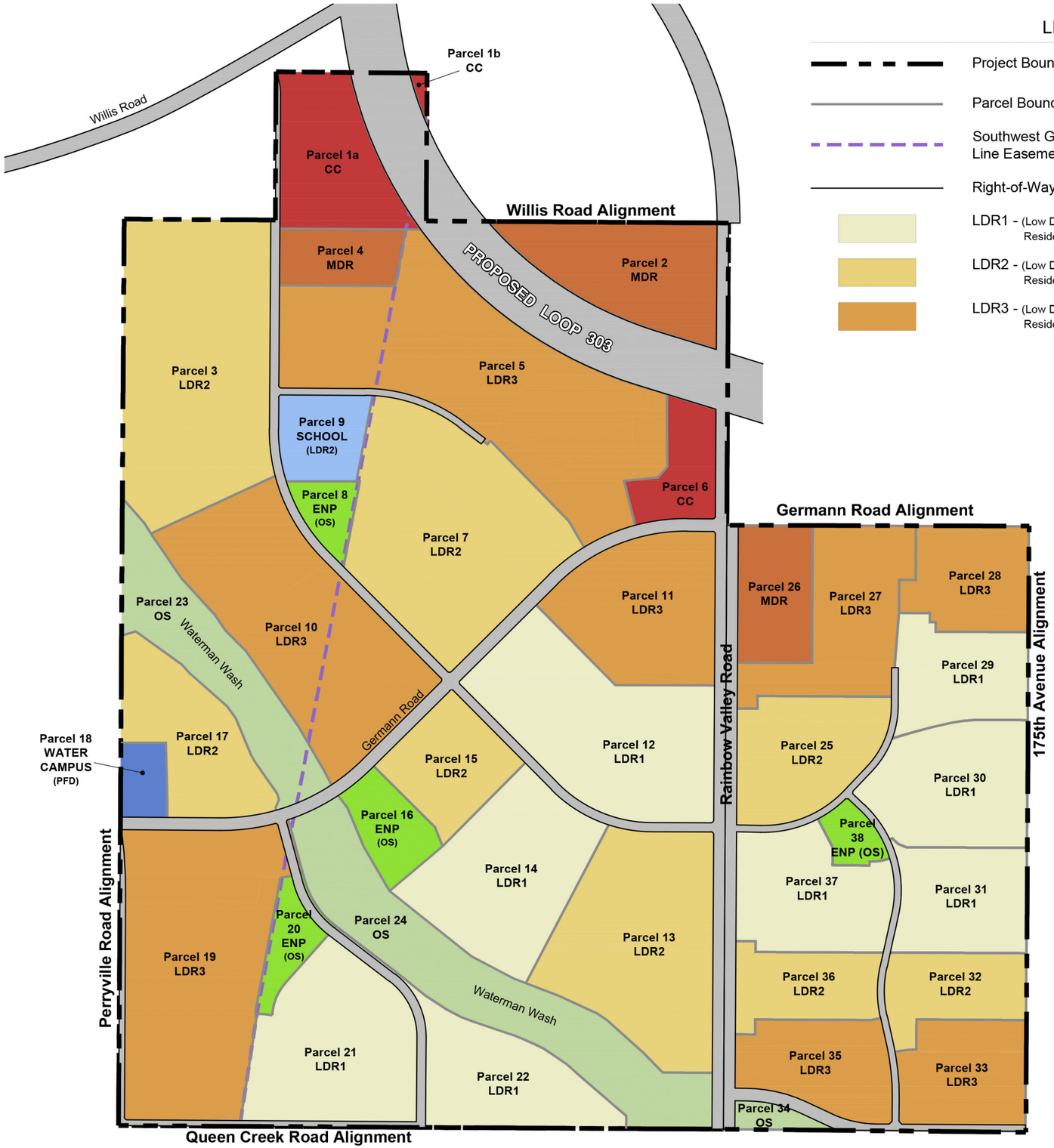

LEGEND

- Project Boundary
- Parcel Boundary
- Southwest Gas Line Easement
- Right-of-Way
- LDR1 - (Low Density Residential 1)
- LDR2 - (Low Density Residential 2)
- LDR3 - (Low Density Residential 3)
- MDR - (Medium Density Residential)
- CC - (Community Commercial)
- Elementary School - (LDR2)
- Water Campus - (PFD)
- ENP - (OS)
- OS - (Waterman Wash)

RAINBOW VALLEY

Goodyear, Arizona

Planned Area Development (PAD)

Land Use	Underlying Zoning District	Parcel	Primary Land Use	Alternate Land Use [1]	Area [2] (ac)	Maximum Units
LDR1	R1-7	12	Residential		57.5	
		14	Residential		41.1	
		21	Residential		46.3	
		22	Residential		29.3	
		29	Residential		22.7	
		30	Residential		33.0	
		31	Residential		24.6	
		37	Residential		30.4	
		Subtotal			**284.9**	
LDR2	R1-6	3	Residential		76.7	
		7	Residential		69.8	
		9	School	Community Center/LDR2	14.0	
		13	Residential		56.5	
		15	Residential		23.1	
		17	Residential		28.3	
		25	Residential		29.1	
		32	Residential		18.4	
		36	Residential		18.3	
		Subtotal			**334.2**	
LDR3	R1-4	5	Residential		91.9	
		10	Residential		67.3	
		11	Residential		36.6	
		19	Residential		71.9	
		27	Residential		32.0	
		28	Residential		21.3	
		33	Residential		22.9	
		35	Residential		23.3	
		Subtotal			**367.1**	
MDR	R-2	2	Residential		31.8	
	R1-A	4	Residential		12.4	
	R1-C	26	Residential		17.9	
	MF-12	**Subtotal**			**62.2**	
OS	N/A	8	Park		7.2	
		16	Park		11.1	
		20	Park		9.0	
		38	Park		5.8	
		23	Waterman Wash		31.7	
		24	Waterman Wash		54.4	
		34	OS		3.4	
		Subtotal			**122.6**	
Residential Subtotal					**1,171.0**	**4,121**
CC	C-2	1a	Commercial		28.4	-
		1b	Commercial		0.9	
		6	Commercial		13.0	
		Subtotal			**42.2**	-
PFD	PFD	18	Water Campus [4]	LDR2 Residential	6.0	-
		Subtotal			**6.0**	-
Other	N/A	-	Parkway/Arterial [3]		56.3	-
		-	303 Freeway	LDR3, MDR, CC	43.7	-
		Subtotal			**100.0**	-
Grand Total					**1,319.2**	**4,121**

Footnotes:

[1] In the event the primary land use is not needed, the alternate land use will be applied.

[2] All acreage is approximate. Subtotals and totals may not exactly add up due to rounding.

[3] Areas include Rainbow Valley Road (100'/200'), Queen Creek Road (55'/110'), Perryville Road (55'), and Germann Road (110').

[4] If high levels of TDS are discovered following development and testing of future well(s), the water campus footprint will be expanded into Parcel 17 to include TDS treatment equipment and drying beds. Water campus site will include odor easements, if determined to be necessary.

North

Scale: 1"= 1,000'

Figure 6

PAD Development Plan

AUGUST 2021

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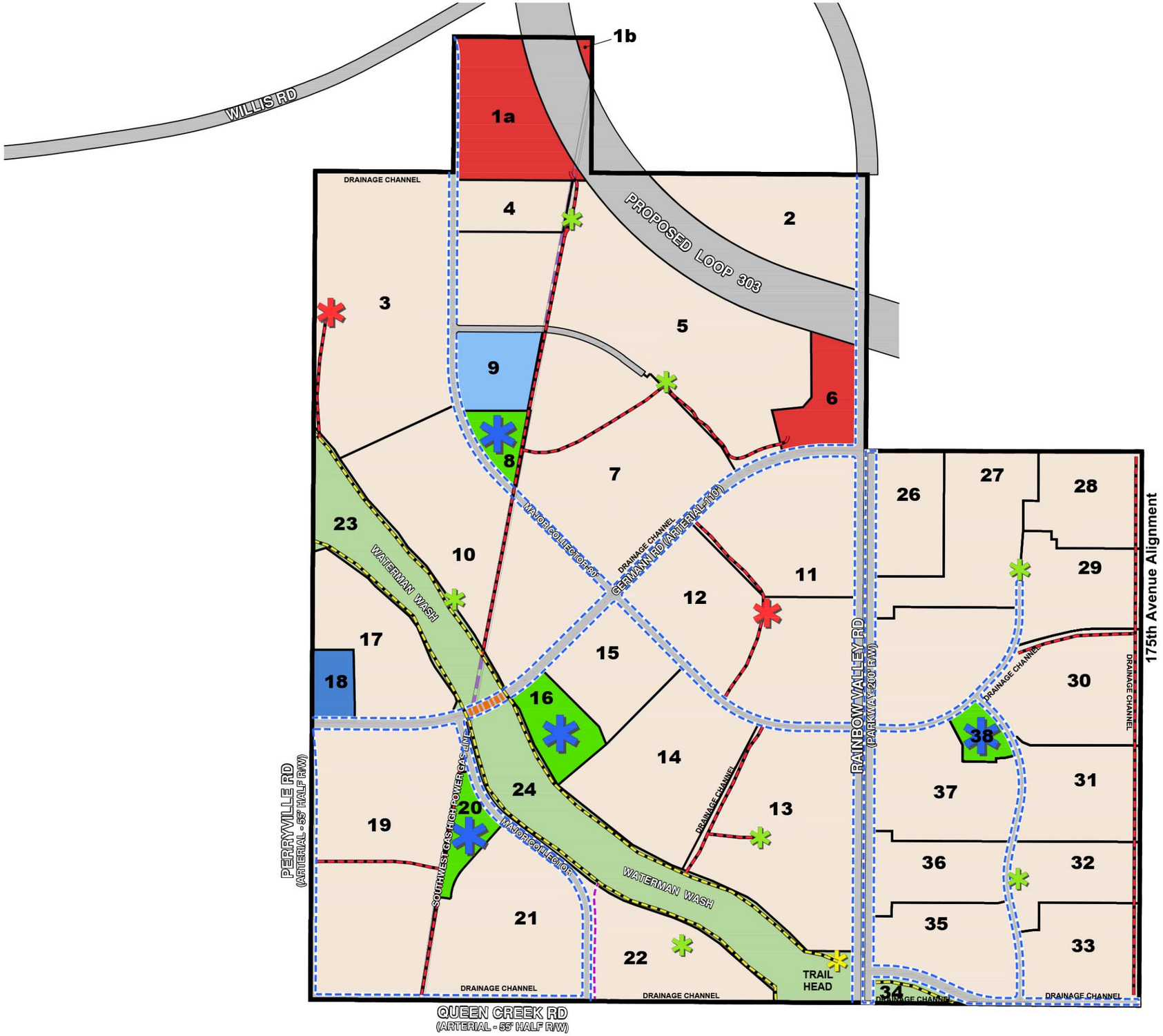
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



LEGEND

- Project Boundary
- Parcel Boundary
- T2 Trailhead
- Project Path
- Regional Multi-use Path
- Bike Lane
- Regional Trail
- Enhanced Neighborhood Park (5+ ac)
- Neighborhood Park 2 (5+ ac)
- Neighborhood Park 1 (2-5 ac)
- Grade Seperated Crossing

Greenbelt Parks (not shown) add a variety of landscape features along trails and street frontage sidewalks.

NOTES

1. Conceptual Open Space Plan as shown is subject to change as long as changes conform to PAD.
2. Park concepts shown on Figures 7b,7c,7d,7e,7f & 7g

North

Scale: 1"= 1,000'

Figure 7a

Open Space & Trails Plan

FEBRUARY 2021

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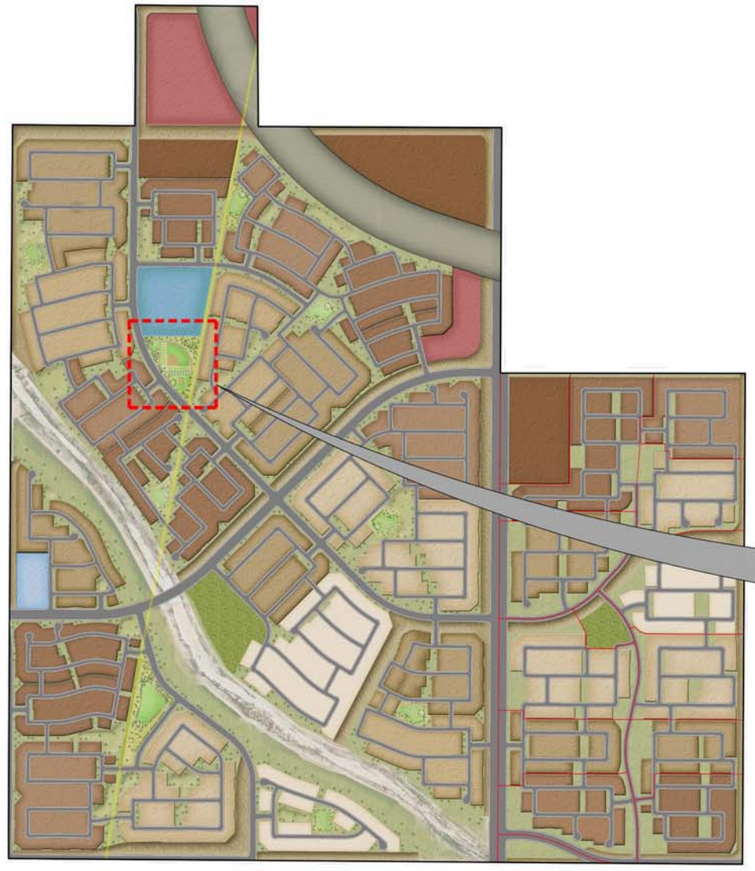


The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK # 1

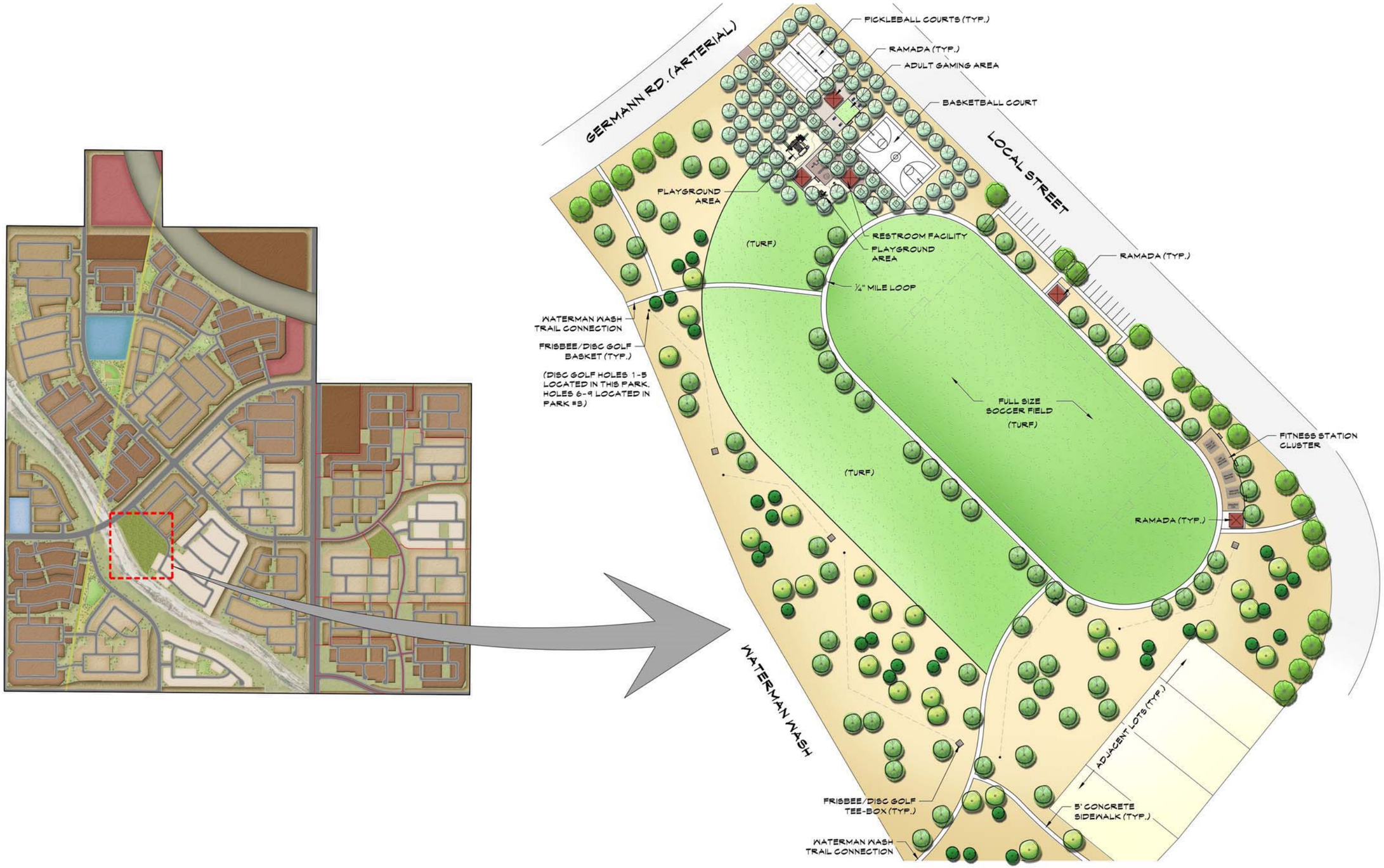
FEBRUARY 2021

SCALE: 1"=40'-0"

NORTH

0' 40' 80' 120'

FIGURE 7B



RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK #2

FEBRUARY 2021

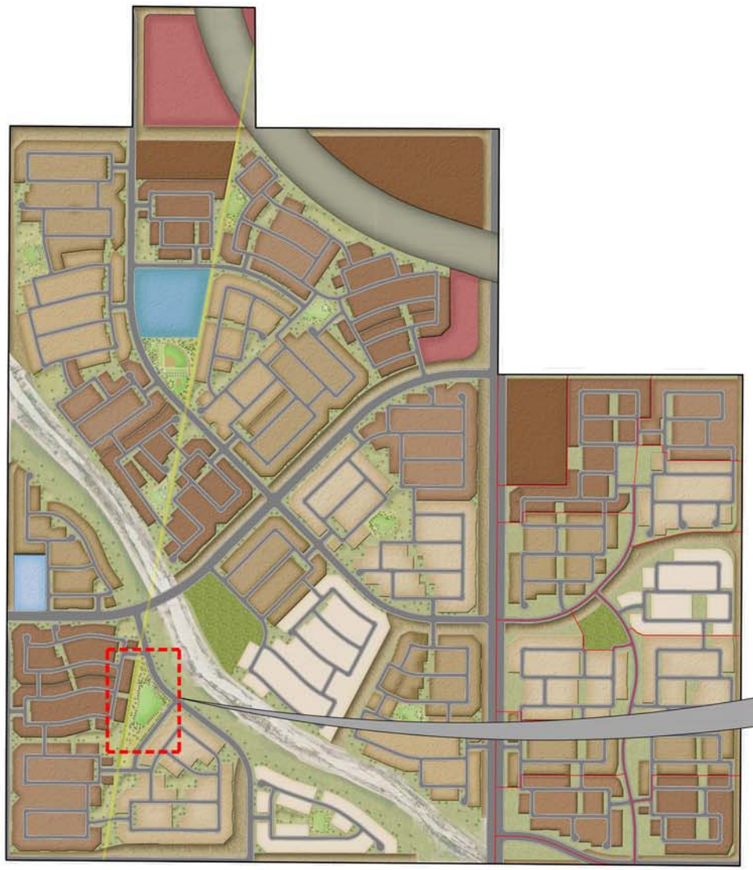
SCALE: 1"=50'-0"

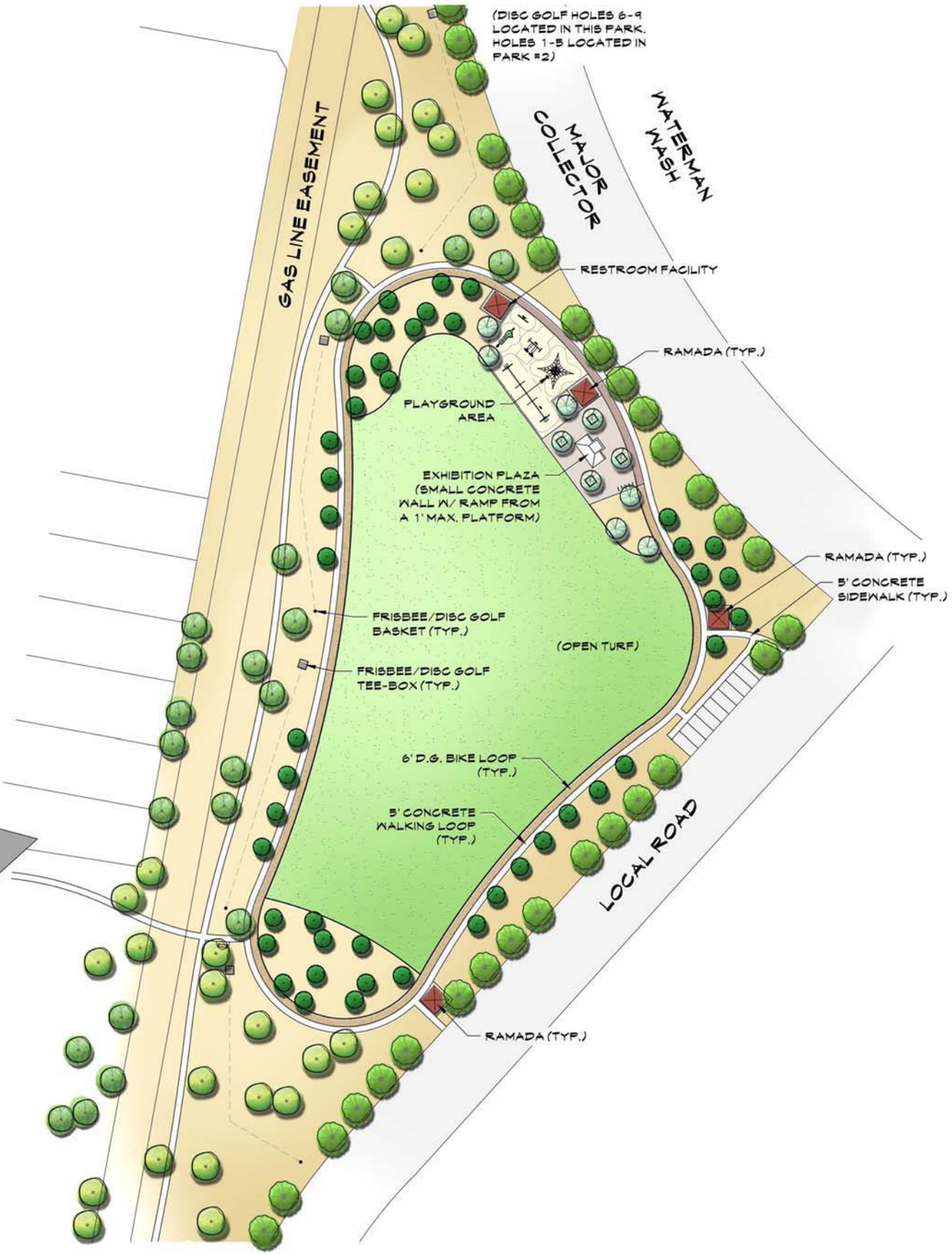
0' 25' 50' 100' 150'

NORTH

FIGURE 7C

The McGough Group





The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK #3

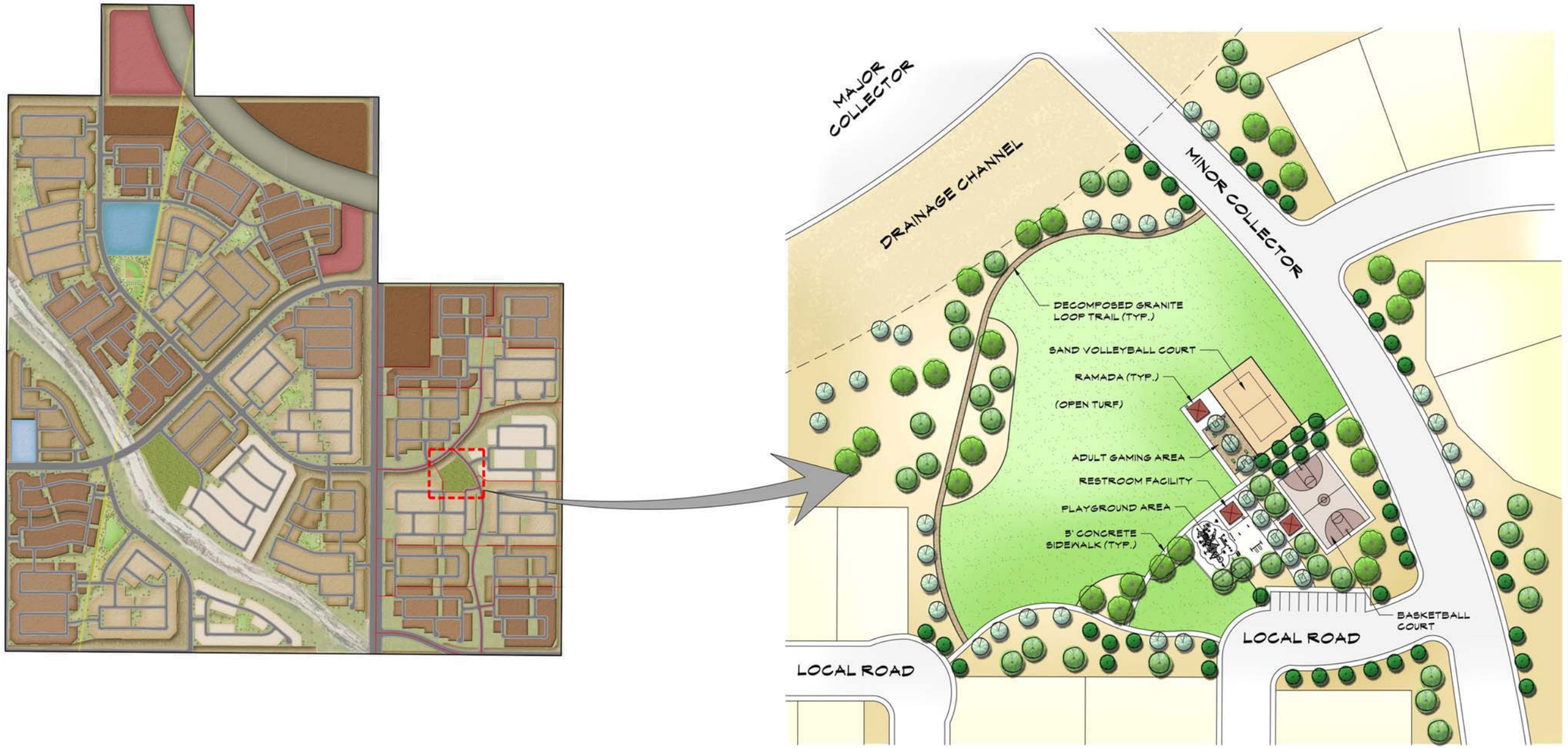
FEBRUARY 2021

SCALE: 1"=50'-0"

NORTH

0' 25' 50' 100' 150'

FIGURE 7D



The McGough Group

RAINBOW VALLEY

CONCEPTUAL ENHANCED NEIGHBORHOOD PARK #4

FEBRUARY 2021

SCALE: 1"=50'-0"

0' 25' 50' 100' 150'

NORTH

FIGURE 7E

RAINBOW VALLEY

CONCEPTUAL NEIGHBORHOOD PARK 2

FEBRUARY 2021

The McGough Group

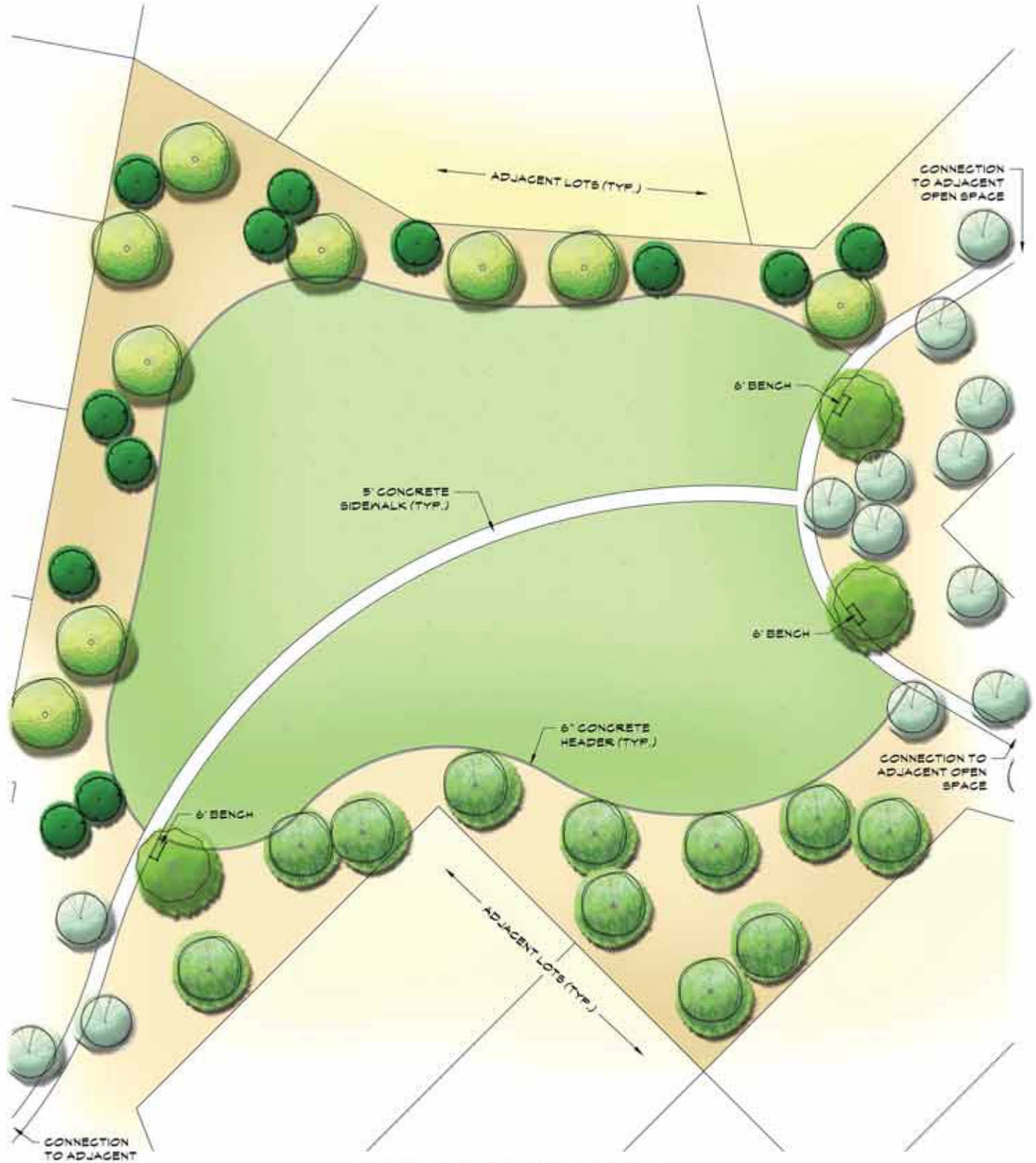
SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

NORTH

FIGURE 7F

TYPICAL 'NEIGHBORHOOD PARK'



TYPICAL 'GREENBELT PARK'

the McGough Group

RAINBOW VALLEY

CONCEPTUAL NEIGHBORHOOD PARK 1 & GREENBELT PARK

FEBRUARY 2021

SCALE: 1"=20'-0"

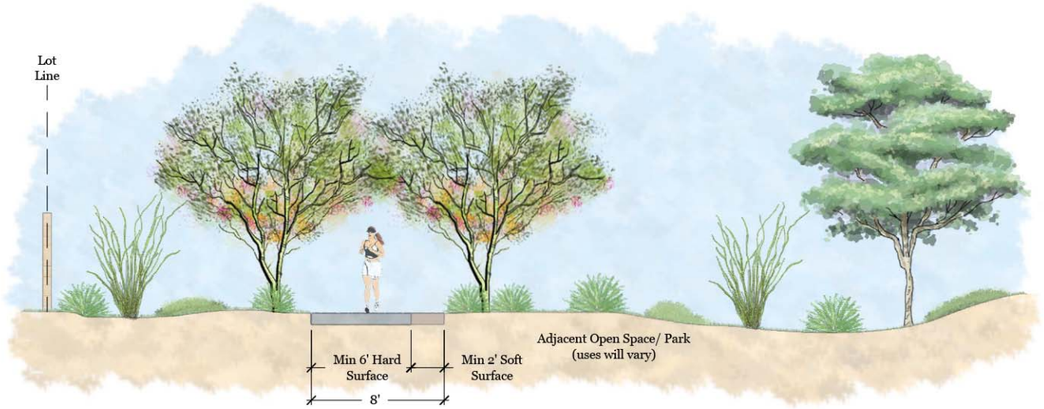
0' 10' 20' 40' 60'

NORTH

FIGURE 7G

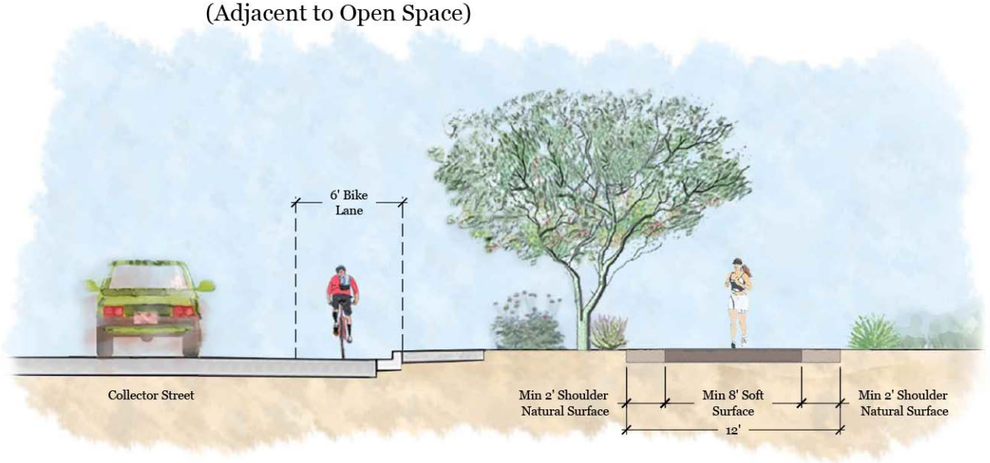
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



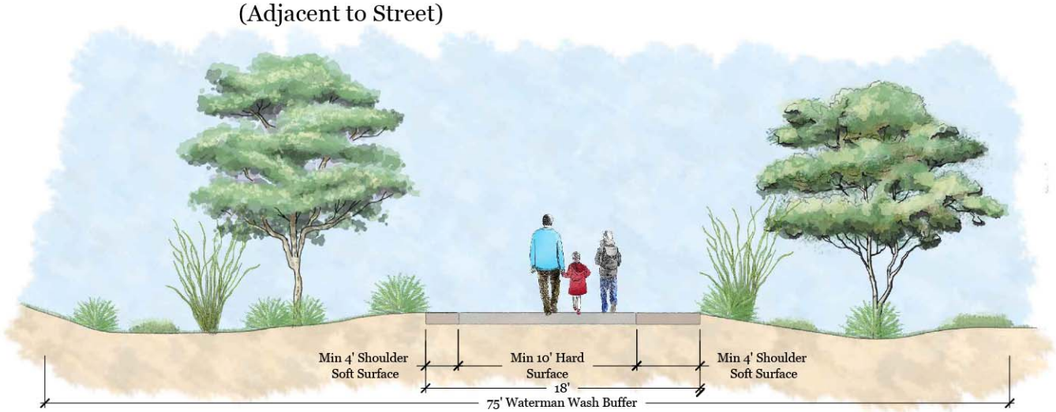
Project Path

(Adjacent to Open Space)



Regional Trail

(Adjacent to Street)



Waterman Wash Buffer

Adjacent to Waterman Wash
BUFFER: May include Trails, Open Space, Parks and Streets

NOTES

This exhibit is conceptual in nature. Final design to be determined at time of construction documents, as long as changes meet PAD requirements.

North

Not to Scale

Figure 8a

Trail Cross Sections

FEBRUARY 2021

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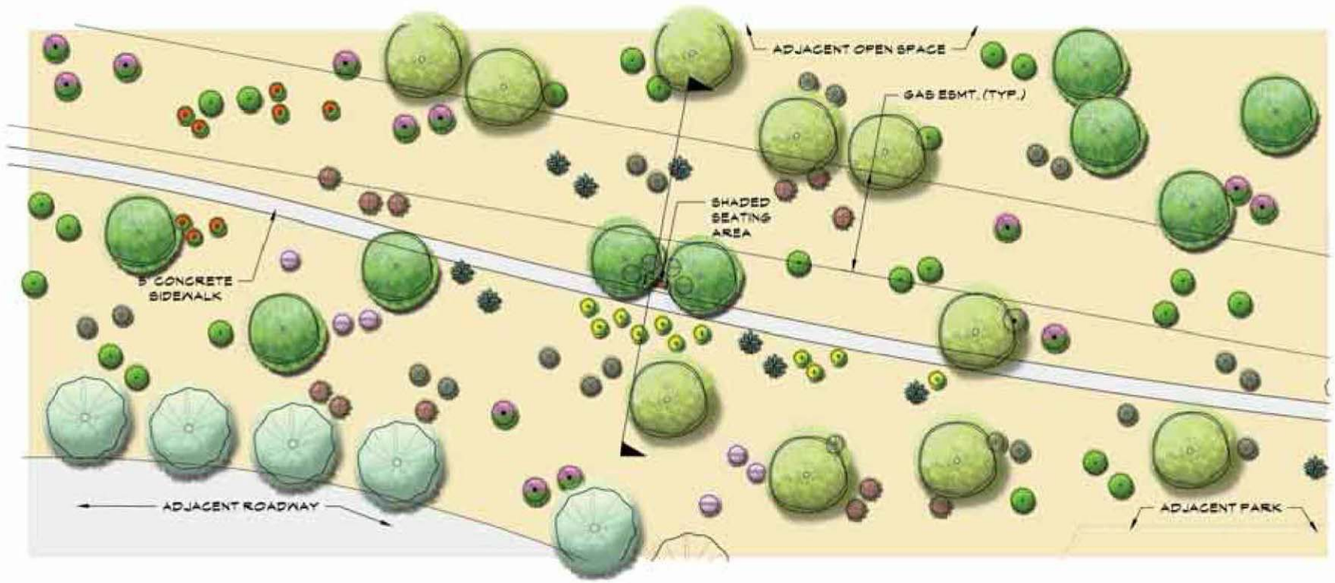
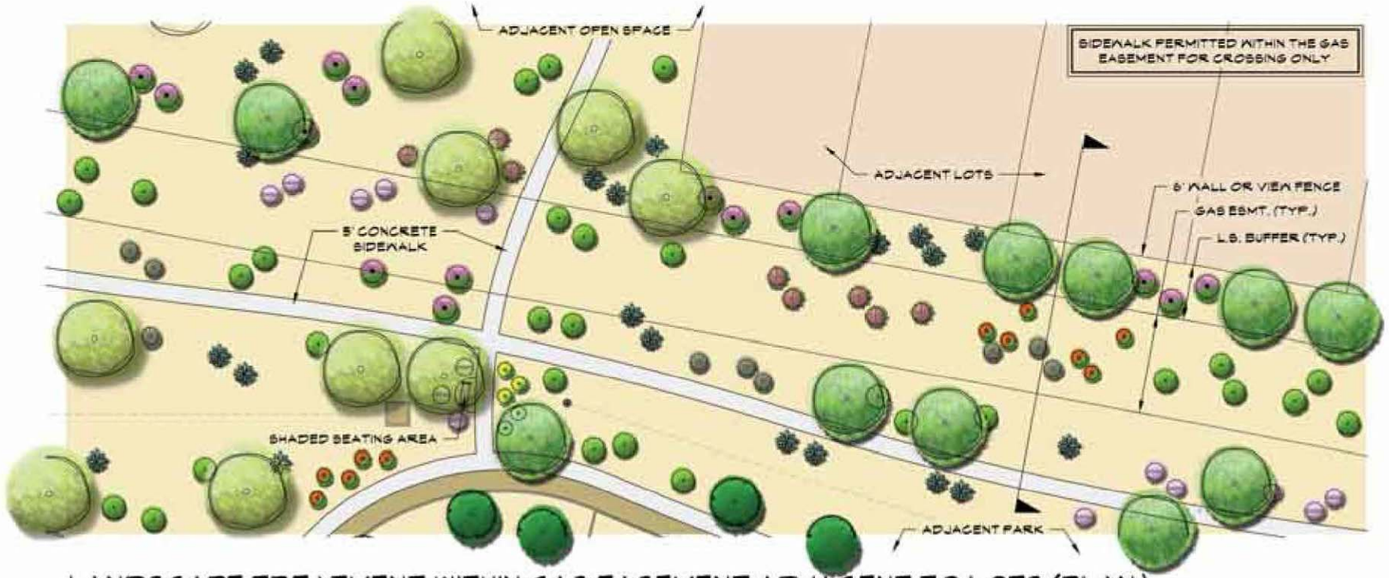


LANDSCAPE TREATMENT WITHIN GAS EASEMENT ADJACENT TO OPEN SPACE (PLAN)

ADJACENT TO NEIGHBORHOOD PARKS, OR LARGER OPEN SPACE AREAS, THE 5' SIDEWALK WILL MEANDER ALONG SIDE THE GAS EASEMENT, LEADING TO SHADED SEATING AREAS OR POINTS OF INTEREST ALONG THE GAS EASEMENT. TREES WILL BE USED NEAR THE BOUNDARIES OF THE GAS EASEMENT WHILE NOT POSING A THREAT TO THE HIGH PRESSURE GAS LINE.

(SECTION - SCALE: 1" = 10')



LANDSCAPE TREATMENT WITHIN GAS EASEMENT ADJACENT TO LOTS (PLAN)

ADJACENT TO LOTS, A LANDSCAPE BUFFER OF TREES AND SHRUBS TO BE USED BETWEEN THE LOTS AND THE EASEMENT. TREES WILL BE LOCATED NEAR THE EASEMENT BOUNDARY ON BOTH SIDES, WHILE NOT POSING A THREAT TO THE HIGH PRESSURE GAS LINE.

(SECTION - SCALE: 1" = 10')

The McGough Group

RAINBOW VALLEY

CONCEPTUAL PEDESTRIAN TRAIL ALONG GAS EASEMENT

FEBRUARY 2021

SCALE: 1"=20'-0"

0' 10' 20' 40' 60'

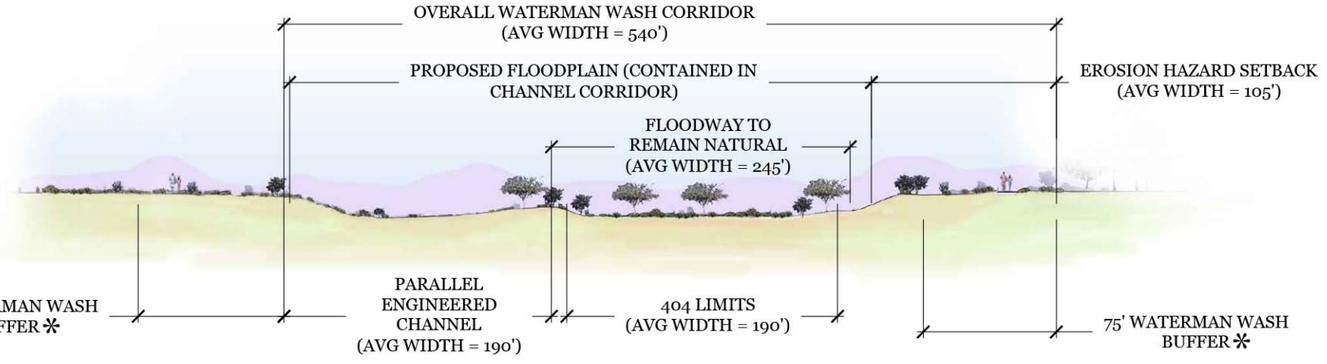
NORTH

FIGURE 8B

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

WATERMAN WASH CROSS SECTION



✲ BUFFER MAY INCLUDE:
- TRAILS
- OPEN SPACE & PARKS
- STREETS

NOTES

This exhibit is conceptual in nature. Final design to be determined at time of construction documents, as long as changes meet PAD requirements.

North

Not to Scale

Figure 8c

Waterman Wash Cross Section

FEBRUARY 2021

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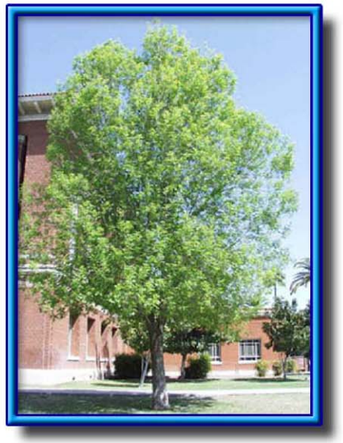
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



Trees:

Acacia sp.	Acacia	Evergreen Elm
Bottle Tree	Caesalpinia cacalaco	Cascalote
Cercidium sp.	Palo Verde	Chamaerops humilis
Mediterranean Fan Palm	Ficus microcarpa	Indian Laurel Fig
Fraxinus velutina	Arizona Ash	Geigera parviflora
Australian Willow	Olneya tesota	Desert Ironwood
Prosopis dp.	Thornless Mesquite	Quercus virginiana
Live Oak	Rhus lancea	African sumac
Salix babylonica	Weeping Willow	Schinus teribinthifolius
Brazilian Pepper Tree	Sophora secundiflora	Texas Mountain Laurel
Tipuana tipu	Tipu Tree	Ulmus parvifolia

Shrubs and Accents:

Agave sp.	Agave	Calliandra sp.
Baja Fairy Duster	Carnegiea gigantea	Saguaro
Cordia parvifolia	Little Leaf Cordia	Echinocactus grusonii
Golden Barrel Cactus	Ferocactus acanthoides	Barrel Cactus
Fouqueria splendens	Ocotillo	Hesperaloe sp.
Coahuilan Hesperaloe	Justicia sp.	Chuparosa
Larrea divaricata	Creosote Bush	Leucophyllum sp.
'Silver Cloud'	Muhlenbergia sp.	Regal Mist' tm
Myrtus communis	Compacta'	Nandina domestica
Penstemon sp.	Penstemon	Photinia fraseri
Photinia	Plumbago auriculata	Cape Plumbago
Ruellia californica	Sonoran Desert Ruellia	Salvia sp.
Cleveland Sage	Sphaeralcea ambigua	Globe Mallow
Tagetes palmeri	Mountain Marigold	Yucca sp.
Eremophila sp.	Yucca	

Ground Covers/Vines:

Antigonon leptopus 'Baja red'	Queen's Wreath Vine	Baileya multiradiata
Desert Marigold	Bougainvilla brasiliensis	Bougainvillea
Convolvulus cneorum	Bush Morning Glory	Dalea greggii
Trailing Indigo	Gazania rigens	'Sun Gold'
Hymenoxys acaulis	Angelita Daisy	Lantana sp.
New Gold Lantana	Oenothera berlandieri	Mexican Evening
Primrose Podranea ricasoliana	Pink-Tumpet Vine	Setcreasea pallida
Purple Heart Plant	Star Jasmine	Verbena sp.
Goodding Verbena	Trachelospermum jasminoides	

NOTES

Plants within the Right-of-Way are on the Arizona Department of Water Resources low water plant list.

Not to Scale

Figure 9
Plant Palette

FEBRUARY 2021

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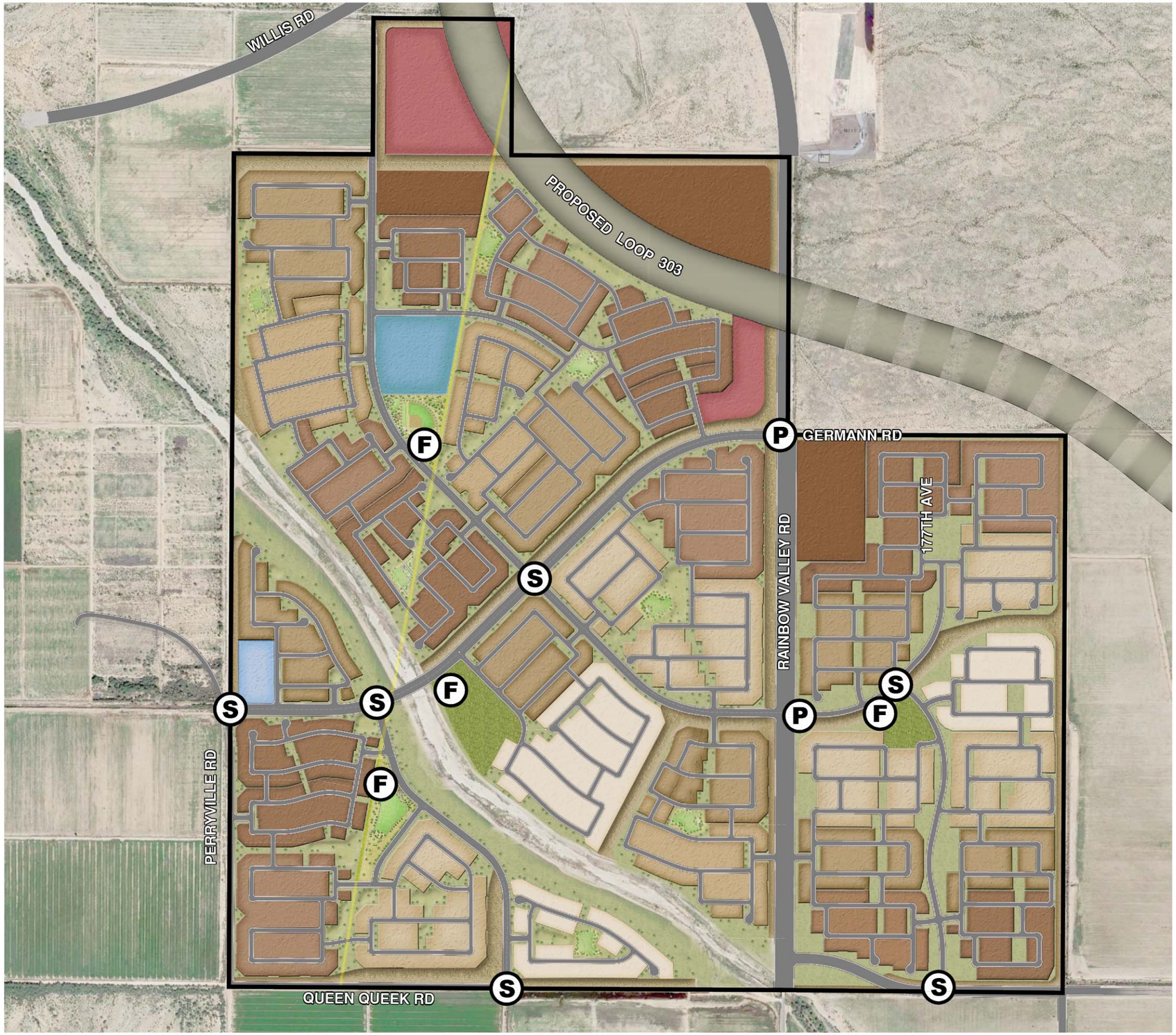


RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- (P) Primary Entry Monument
- (S) Secondary Entry Monument
- (F) Focal Point Monument (Park)

NOTES

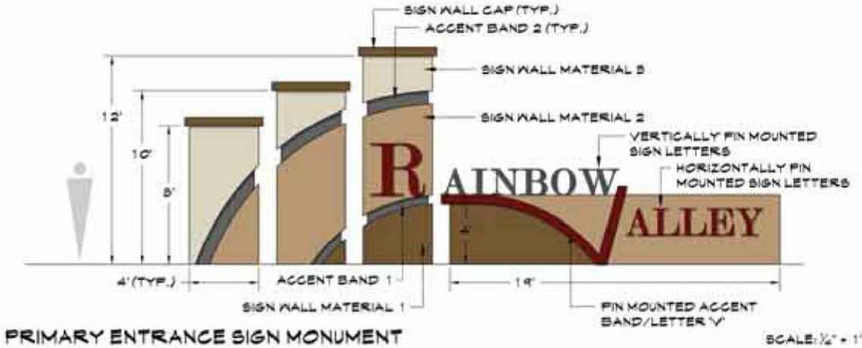
This exhibit is conceptual in nature. Final design to be determined at time of construction documents, as long as changes meet PAD requirements.

Monuments shown on Figure 11, Conceptual Hardscape Details.

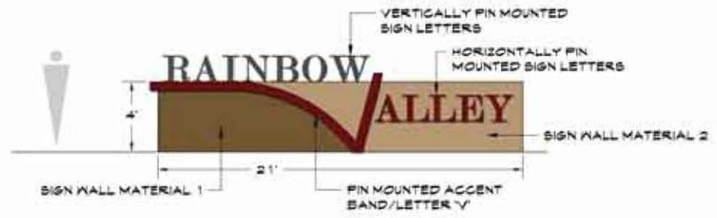
Not to Scale

Figure 10
Entry Monument Map

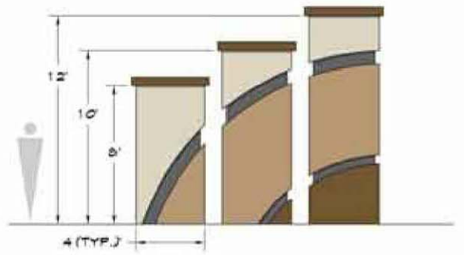
FEBRUARY 2021 HILGARTWILSON



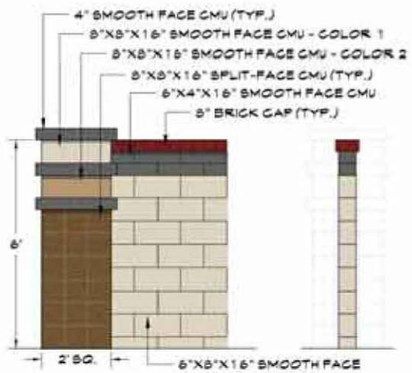
PRIMARY ENTRANCE SIGN MONUMENT SCALE: ¼" = 1'



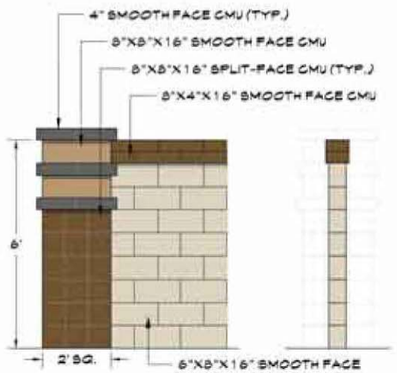
SECONDARY ENTRANCE SIGN MONUMENT SCALE: ¼" = 1'



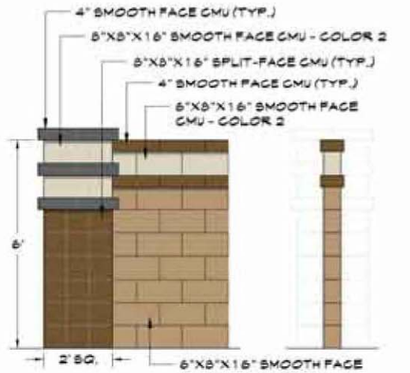
PARK FOCAL POINT MONUMENT SCALE: ¼" = 1'



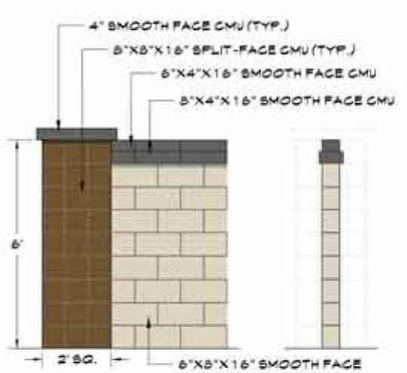
PRIMARY THEME WALL/COLUMN 'A 1' SCALE: ½" = 1'



PRIMARY THEME WALL/COLUMN 'A2' SCALE: ½" = 1'

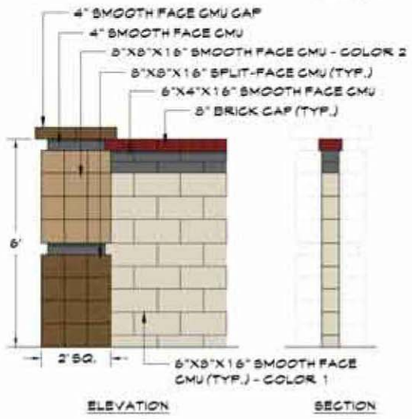


PRIMARY THEME WALL/COLUMN 'A3' SCALE: ½" = 1'

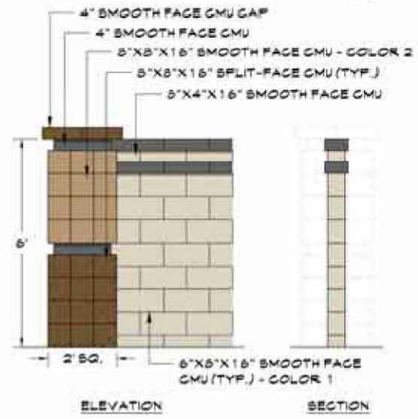


SECONDARY THEME WALL/COLUMN 'A' SCALE: ½" = 1'

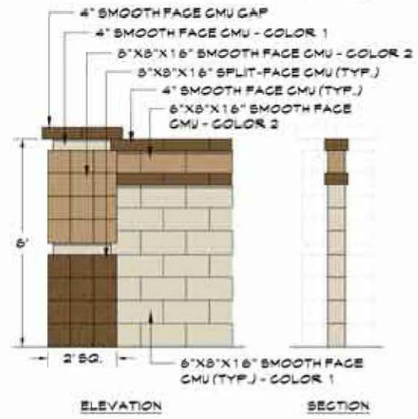
VIEW FENCE AND PARTIAL VIEW FENCE 'A' SCALE: ½" = 1'



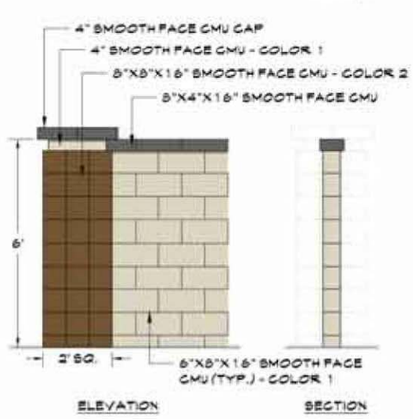
PRIMARY THEME WALL/COLUMN 'B 1' SCALE: ½" = 1'



PRIMARY THEME WALL/COLUMN 'B2' SCALE: ½" = 1'



PRIMARY THEME WALL/COLUMN 'B3' SCALE: ½" = 1'



SECONDARY THEME WALL/COLUMN 'B' SCALE: ½" = 1'

VIEW FENCE AND PARTIAL VIEW FENCE 'B' SCALE: ½" = 1'

The McGough Group

RAINBOW VALLEY
CONCEPTUAL HARDSCAPE DETAILS

FEBRUARY 2021

NOTE:
ACTUAL SIGN MONUMENTS AND WALL ELEVATIONS MAY VARY UPON PROJECT DEVELOPMENT AND COMPANY BRANDING. ANY DESIGN/MATERIAL VARIATIONS ARE TO BE COMMENSURATE TO THE DETAILS SHOWN ABOVE. ACTUAL COLORS AND MATERIALS MAY VARY, BUT OVERALL PROJECT THEME AND QUALITY MUST BE MAINTAINED.

FIGURE 11

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project Boundary
- Parcel Boundary
- Southwest Gas Line Easement

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6
- Phase 7
- Phase 8

NOTES

Phasing shown is conceptual in nature and will be approved outside of the PAD process.

NOTES

North

Scale: 1"= 1,000'

Figure 12
Phasing Plan

AUGUST 2021

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RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project Site
- Freeway
- Parkway
- Scenic Arterial
- Major Arterial
- Arterial
- Major Collector
- Minor Collector
- Future Interchange

NOTES

* Regional circulation information for this exhibit provided by the Land Use and Transportation Plan, found in the Goodyear General Plan 2025.

North

Scale: 1"= 2,000'

Figure 13a
Circulation Plan

FEBRUARY 2021

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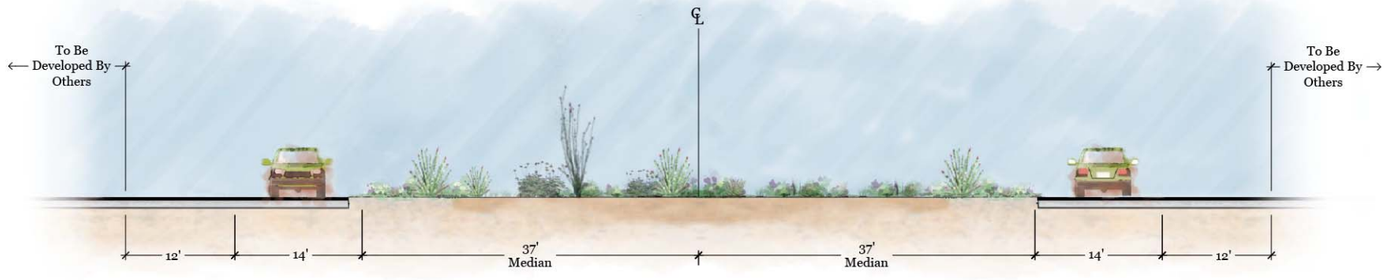
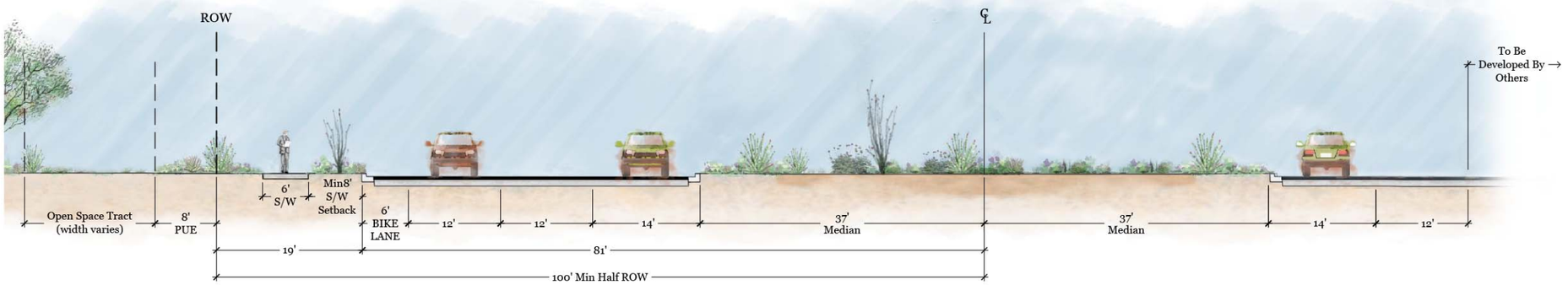
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



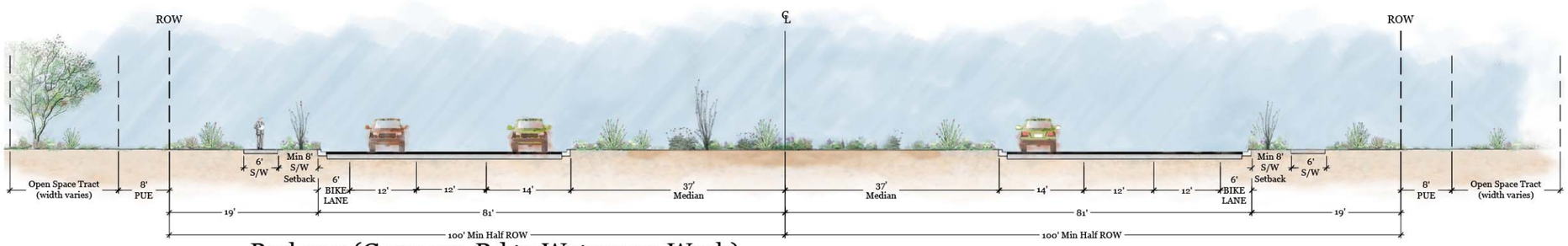
1 Parkway (Willis Rd to Northern Project Boundary)

Rainbow Valley Parkway (Looking North)



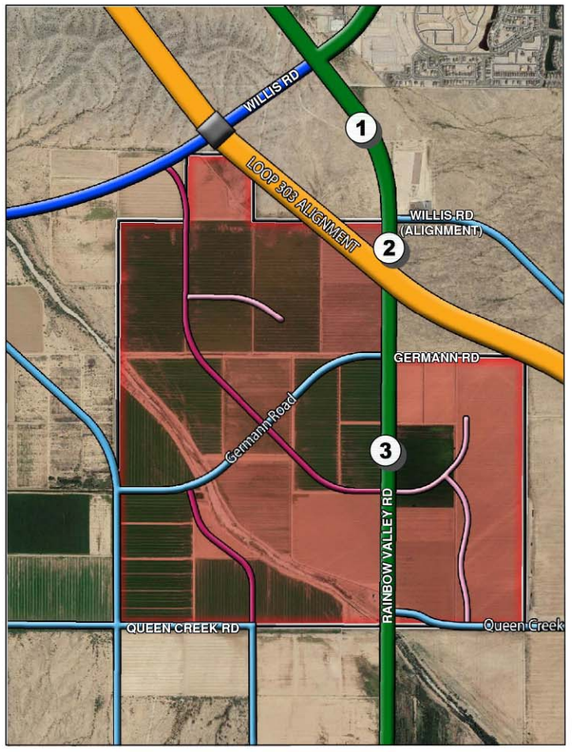
2 Parkway (Northern Project Boundary to Germann Rd)

Rainbow Valley Parkway (Looking North)



3 Parkway (Germann Rd to Waterman Wash)

Rainbow Valley Parkway (Looking North)



KEY MAP (N.T.S.)

Not to Scale

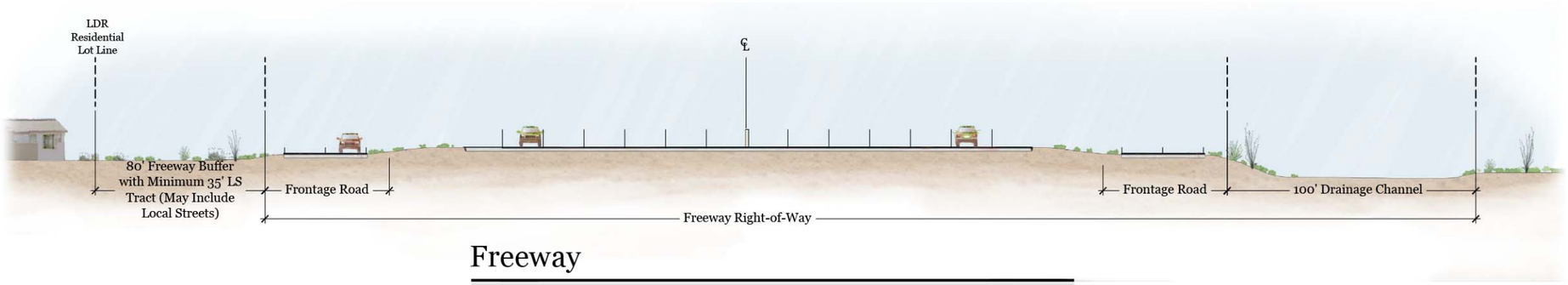
Figure 13b
Street Cross Sections

FEBRUARY 2021

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

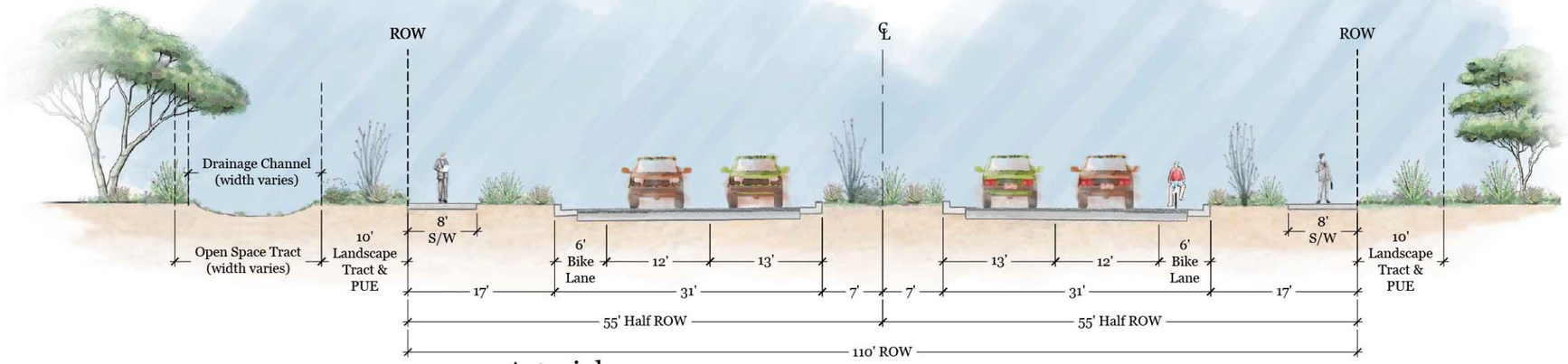
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



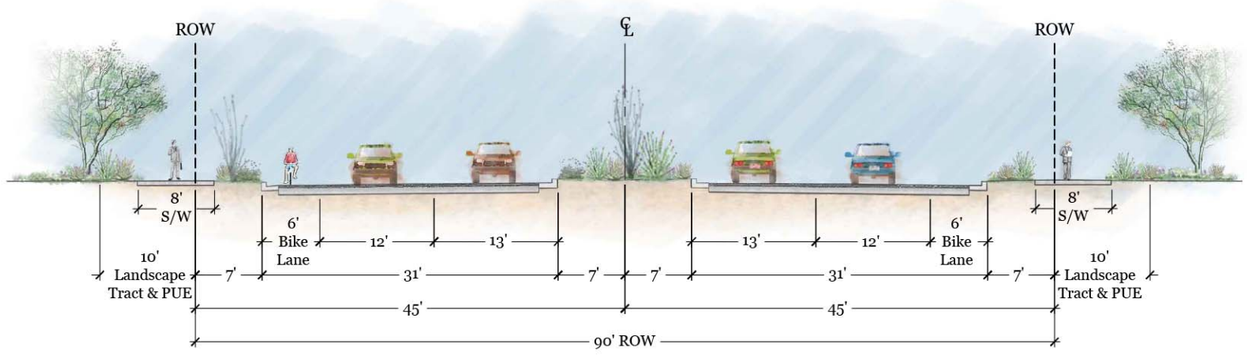
Freeway

Loop 303 (Looking Northwest)
Based on Typical cross-section per ADOT, Location/
Design concept report dated June 2018 for Loop 303 from
I-10 to SR-30



Arterial

Germann Road (Looking East)
Queen Creek Road (North Half - Looking East)
Perryville Road (187th Avenue) (East Half - Looking North)



Major Collector Road

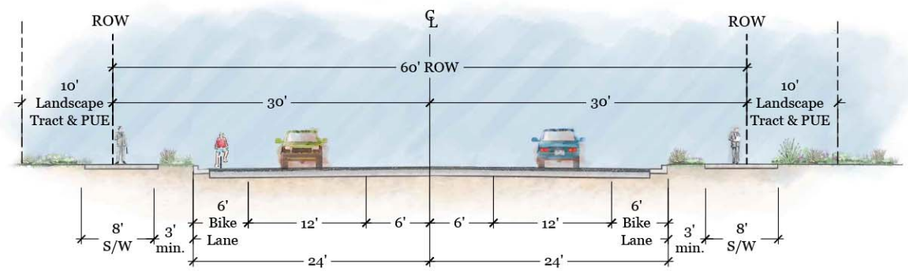
Not to Scale

Figure 13c
Street Cross Sections

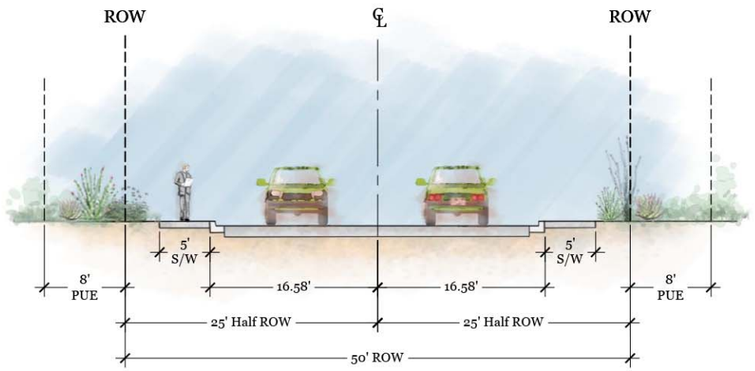
FEBRUARY 2021 HILGARTWILSON

RAINBOW VALLEY

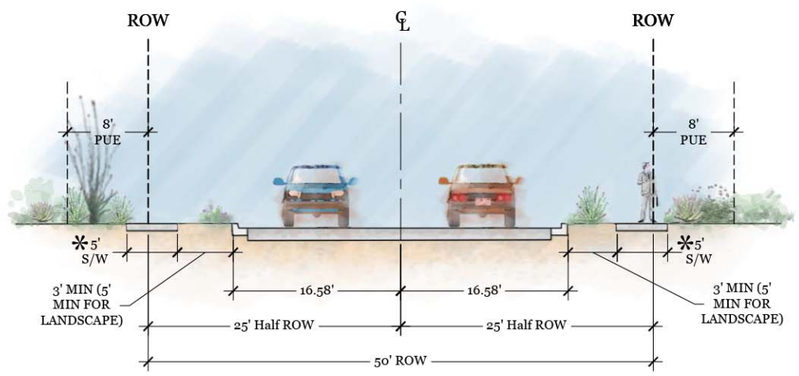
Goodyear, Arizona
Planned Area Development (PAD)



Minor Collector Road



Residential Local Street w/ Attached Sidewalk



Residential Local Street w/ Detached Sidewalk

✲ THE DETACHED SIDEWALK MAY ENCROACH UP TO 1.5' INTO THE PUE CROSS SECTION PER CITY OF GOODYEAR DETAIL NO. G-3126

Not to Scale

Figure 13d
Street Cross Sections

FEBRUARY 2021

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)

LEGEND

- Project
- City of Avondale
- City of Buckeye
- City of Goodyear
- Freeway
- Roadways
- Major Waterway

- F1 — Existing Fire Station - Goodyear Fire Station #182
  10701 S. Estrella Parkway Goodyear, AZ 85338
  Distance - ±4.7 miles
- F2 — Existing Fire Station - Buckeye Valley Station #326
  19937 W. Arlington Road Buckeye, AZ 85326
  Distance - ±3.0 miles
- F3 — Proposed Fire Station - Goodyear Fire Station #186
  Goodyear, AZ 85338
  Distance - ±1.5 miles
- P — Police Station - Goodyear Police Department
  10701 S. Estrella Parkway Goodyear, AZ 85338
  Distance - ±4.7 miles
- H — High School - Estrella Foothills High School
  13033 S. Estrella Parkway Goodyear, AZ 85338
  Distance - ±3.4 miles
- E — Elementary School - Westar Elementary
  17777 Westar Dr. Goodyear, AZ 85338
  Distance - ±2.9 miles
- L — Library - Goodyear Public Library
  14455 W. Van Buren Street, C-101
  Goodyear, AZ 85338 Distance - ±12.1 miles
- W — Existing Wastewater Reclamation Facility
  Distance - ±0.8 miles

North

Scale: 1"= 8,000'

Figure 14

Public Facilities Map

FEBRUARY 2021

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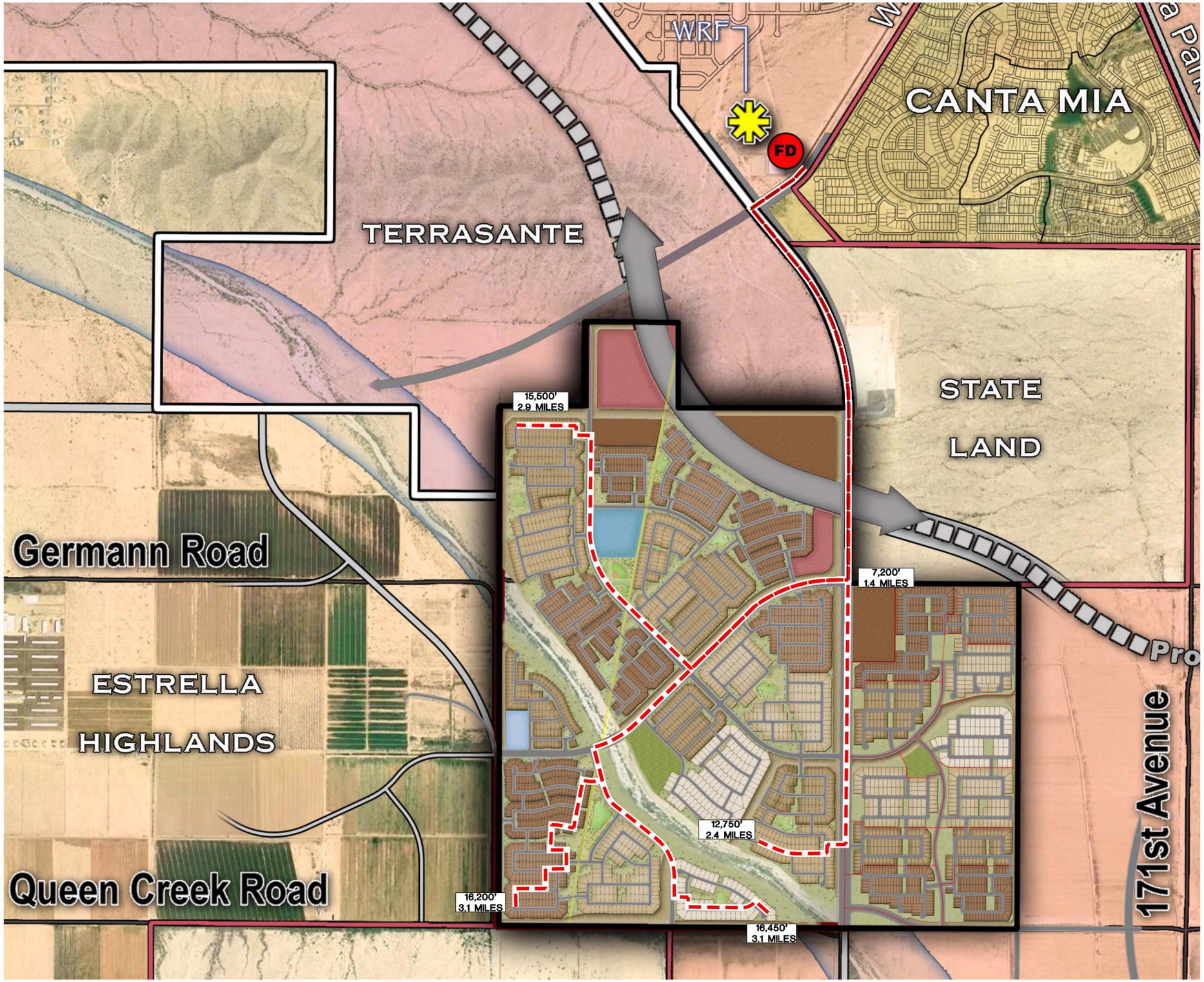
RAINBOW VALLEY

Goodyear, Arizona
Planned Area Development (PAD)



North

Scale: 1"= 1,500'

Figure 15
Fire Department
Response Distance

FEBRUARY 2021 HILGARTWILSON

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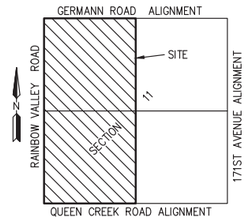
APPENDICES

APPENDIX A
ALTA SURVEYS

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

OF

THE WEST HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY FILE NO. C1909447-317-AC-SW, DATED SEPTEMBER 20, 2019.

HILGARTWILSON, LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE TITLE COMMITMENT AND SCHEDULE B DOCUMENTS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY AS LISTED HEREON. HILGARTWILSON, LLC AND JOHN W. MARSHALL (RLS) MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

LEGAL DESCRIPTION

THE WEST HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCHEDULE "B" - EXCEPTIONS (#)

A. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
1. PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE SECOND INSTALLMENT OF 2019.
2. RESERVATIONS CONTAINED IN THE PATENT
FROM: UNITED STATES OF AMERICA
TO: PHILIP H. LADRA AND DOROTHY W. LADRA
RECORDING DATE: AUGUST 26, 1959
RECORDING NO: DOCKET 2975, PAGE 170
WHICH AMONG OTHER THINGS RECITES AS FOLLOWS:
SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF THE COURTS, AND THE RESERVATION FROM THE LANDS HEREBY GRANTED, A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES.
(NOT SHOWN – BLANKET IN NATURE – COVERS ENTIRE SITE)
3. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
4. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN RAINBOW VALLEY IRRIGATION DISTRICT.
5. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ELECTRICAL DISTRICT NO. 8 AS SET FORTH IN INSTRUMENT RECORDED IN 2012-261332.
(NOT SHOWN – BLANKET IN NATURE – COVERS ENTIRE SITE EXCEPT WEST 40 FEET)
6. A PLAT RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 15 AND AS RECORDED IN DOCKET 936, PAGE 567, PURPORTING TO SHOW A COUNTY ROADWAY
(SHOWN)
7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: GAS MAIN ELECTRIC LINES
RECORDING NO: DOCKET 2888, PAGE 269
(CENTERLINE SHOWN – NO WIDTH GIVEN – APPROXIMATE LOCATION – DOCUMENT COVERS GAS USE. NO ELECTRIC USE IS PART OF THIS DOCUMENT)
8. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: ELECTRIC LINES
RECORDING NO: DOCKET 2975, PAGE 170
(NOT SHOWN – BLANKET IN NATURE – COVERS ENTIRE SITE)
9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: ELECTRIC LINES AND POLES
RECORDING NO: DOCKET 4061, PAGE 27
(CENTERLINE SHOWN – NO WIDTH GIVEN – APPROXIMATE LOCATION)
10. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UTILITIES
RECORDING NO: 2013-786390
(SHOWN)
11. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: AFFIDAVIT OF DISCLOSURE
RECORDING NO: 2014-640140
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(NOT SHOWN – NOTHING PLOTTABLE)
12. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UTILITY EASEMENT
RECORDING DATE: DECEMBER 21, 2015
RECORDING NO: 2015-0896845
(SHOWN)
13. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: AGREEMENT FOR ELECTRIC SERVICE WITH BLOCK XIII CUSTOMERS ELECTRICAL DISTRICT NO. 8
RECORDING NO: 2017-638652
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(NOT SHOWN – AGREEMENT – NOTHING PLOTTABLE)
14. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
15. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/NSPS LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

BASIS OF BEARING

BASIS OF BEARING IS N00°19'48"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

FLOOD ZONE DESIGNATION

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2625M, PANEL NUMBER 2625 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE" WITH A DEFINITION OF: 1-PERCENT-ANNUAL-CHANCE FLOODPLAINS THAT ARE DETERMINED FOR THE FIS BY DETAILED METHODS OF ANALYSIS. IN MOST INSTANCES, BFES DERIVED FROM THE DETAILED HYDRAULIC ANALYSES ARE SHOWN AT SELECTED INTERVALS IN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. AE ZONES ARE AREAS OF INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD, INCLUDING AREAS WITH THE 2-PERCENT WAVE RUNUP, ELEVATION LESS THAN 3.0 FEET ABOVE THE GROUND, AND AREAS WITH WAVE HEIGHTS LESS THAN 3.0 FEET. THESE AREAS ARE SUBDIVIDED INTO ELEVATION ZONES WITH BFES ASSIGNED. THE AE ZONE WILL GENERALLY EXTEND INLAND TO THE LIMIT OF THE 1-PERCENT-ANNUAL-CHANCE STILLWATER FLOOD LEVEL (SWEL). DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2625M, PANEL NUMBER 2625 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

REFERENCE DOCUMENTS

1. RESULT OF SURVEY PER BOOK 309, PAGE 45, M.C.R.
2. PLSS SUBDIVISION RECORD OF SURVEY (GDACS) PER BOOK 759, PAGE 27, M.C.R.

OWNER/CLIENT

AMERICOR INVESTMENT GROUP
7595 EAST MCDONALD DRIVE
SCOTTSDALE, ARIZONA 85250
CONTACT: MR. MICHAEL MERRIMAN

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: JOHN W. MARSHALL, RLS

NOTES

1. AREA IS 13,934,391 SQ. FT. OR 319.8896 ACRES MORE OR LESS.
2. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES. (TABLE A, ITEM #11 & 21 IN REFERENCE TO VISIBLE SURFACE UTILITIES)
3. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY AND ALL PARTIES LISTED IN THE SURVEYORS CERTIFICATION. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
4. THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
5. THIS SURVEY IS BASED ON FIELD WORK LAST PERFORMED BY HILGARTWILSON, LLC IN MAY, 2020. SITE CONDITIONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECTED HEREON.
6. THE INTENT OF THIS SURVEY IS NOT TO CREATE AN ILLEGAL LAND SPLIT PER THE APPLICABLE ARIZONA LAW AND/OR STATUTES.
7. THE POTENTIAL BUYER(S) OF THIS SITE IS HEREBY ADVISED THAT THIS SITE MAY BE SUBJECT TO ARIZONA PLATTING LAWS PRIOR TO THE DEVELOPMENT OF THIS SITE.
8. SITE ADDRESS IS 3221 N. 198TH LANE, BUCKEYE ARIZONA, 85396. (TABLE A, ITEM #2)
9. THIS SURVEY IS LIMITED TO SURFACE AND ABOVE SURFACE OBSERVATIONS OF EXISTING UTILITIES. NO UNDERGROUND UTILITY INFORMATION IS SHOWN HEREON. (TABLE A, ITEM #11)
10. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM #16)
11. THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM #17)
12. NO FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT, THE SURVEYOR SHALL LOCATE ANY DELINEATION MARKERS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK AND SHOW THEM ON THE FACE OF THE PLAT OR MAP. IF NO MARKERS WERE OBSERVED, THE SURVEYOR SHALL SO STATE. (TABLE A, ITEM #18)

SURVEYOR'S CERTIFICATION:

TO:
1. AMERICOR INVESTMENT GROUP INC., AN ARIZONA CORP.
2. ARIZONA BANK
3. TONTO CORP., A NEVADA CORPORATION
4. CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR A.L.T.A./N.S.P.S. LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 8, 11, 16, 17, 18, 19 AND 21 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN MAY, 2020.

JOHN W. MARSHALL
RLS# 53151
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
jmarshall@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed/Revised
ARIZONA U.S.A.

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

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REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436
www.hilgartwilson.com

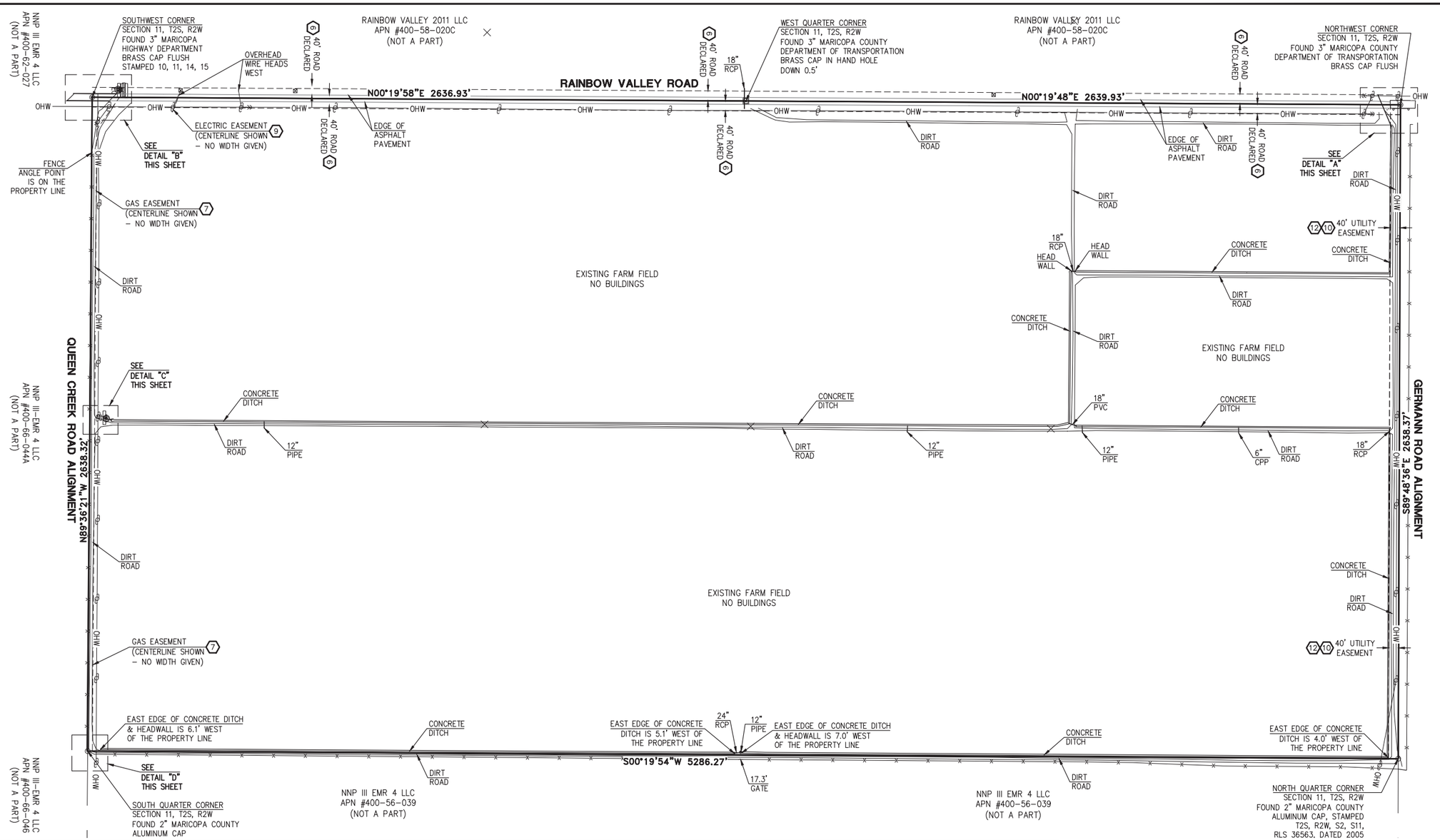
RAINBOW VALLEY 320
S.E.C. OF GERMANN ROAD & RAINBOW VALLEY ROAD
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON	
PROJ NO.:	1369
DATE:	MAY 2020
SCALE:	AS SHOWN
DRAWN:	JDL
DESIGNED:	HW
APPROVED:	JWM

DWG. NO.
SV-1
SHT. 1 OF 2

U:\1300\1369\SURVEY\ALTA\1369-ALTA.dwg 5/29/2020 4:49 PM



LEGEND

○	FOUND MONUMENT AS NOTED	———	BOUNDARY LINE
⊡	FOUND BRASS CAP IN HAND HOLE	– – – –	EASEMENT LINE
⊙	FOUND BRASS CAP FLUSH	— — —	SECTION LINE
⌀	UTILITY POLE	-x-x-	BARB WIRE FENCE
←	GUY ANCHOR	∘∘∘∘∘	GUARD RAIL
EP	ELECTRIC PANEL	PVC	POLYVINYL CHLORIDE CONDUIT
EC	ELECTRIC CABINET	RCP	REINFORCED CONCRETE PIPE
○	POST OR AS NOTED	CPP	CONCRETE PRESSURE PIPE
⊠	TELEPHONE PEDESTAL	RLS	REGISTERED LAND SURVEYOR
Ⓦ	WELL	APN	ASSESSOR PARCEL NUMBER
		OHW	OVERHEAD WIRE

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REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436
www.hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed 05/29/20
ARIZONA, U.S.A.

RAINBOW VALLEY 320

S.E.C. OF GERMANN ROAD & RAINBOW VALLEY ROAD
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON
PROJ NO.: 1369
DATE: MAY 2020
SCALE: AS SHOWN
DRAWN: JDL
DESIGNED: HW
APPROVED: JWM

DWG. NO.
SV-2
SHT. 2 OF 2

U:\1300\1369\SURVEY\ALTA\1369-ALTA.dwg 5/29/2020 4:50 PM

ALTA/ACSM LAND TITLE SURVEY

OF

**A PORTION OF SECTION 3, AND ALL OF SECTION 10,
ALL LYING WITHIN TOWNSHIP 2 SOUTH, RANGE 2
WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA**

LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF SECTION 3, ALL OF SECTION 10 AND THE WEST HALF OF SECTION 11, IN TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT A 1/16TH INTEREST, OF ALL OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN THE PATENT. (APPLIES ONLY TO THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3)

NOTE:
PER CLIENT REQUEST, THIS SURVEY DOES NOT INCLUDE THE WEST HALF OF SECTION 11.

SCHEDULE "B" - EXCEPTIONS

6	ROADWAY AS SHOWN ON MAP	BOOK 9 OF ROAD MAPS, PAGE 15
10	EASEMENT FOR GAS LINE	DOCKET 715, PAGE 119
11	RESOLUTION PURPORTING TO ESTABLISH A ROADWAY	DOCKET 936, PAGE 567
13	EASEMENT FOR GAS MAIN	DOCKET 2888, PAGE 268
15	EASEMENT FOR GAS MAIN	DOCKET 2947, PAGE 365
17	EASEMENT FOR ELECTRIC LINES	DOCKET 4061, PAGE 26
19	EASEMENT FOR ELECTRIC LINES	DOCKET 10256, PAGE 1531
20	EASEMENT FOR RIGHT OF WAY FOR ACCESS	DOCUMENT NO. 90-0214490

SCHEDULE "B" - ITEMS NOT SHOWN

(ALL ITEMS LISTED AFFECT UNLESS OTHERWISE NOTED)

5	ENTER UPON SAID LANDS FOR THE PURPOSE OF EXPLORATION, DEVELOPMENT AND REMOVAL OF THE MINERAL ESTATE RESERVED IN THE PATENT	DOCUMENT NO. 87382635
7	EASEMENT FOR GAS PIPELINES (LOCATION NOT DEFINED)	BOOK 81 OF MISCELLANEOUS RECORDS, PAGE 3 AND BOOK 82 OF MISCELLANEOUS RECORDS, PAGE 131 AND DOCUMENT NO. 20010953708
8	EASEMENT FOR GAS PIPELINES (LOCATION NOT DEFINED)	BOOK 83 OF MISCELLANEOUS RECORDS, PAGE 493
9	EASEMENT FOR GAS PIPELINES (LOCATION NOT DEFINED)	BOOK 85 OF MISCELLANEOUS RECORDS, PAGE 17
12	EASEMENT FOR CATHODIC PROTECTION STATION (LOCATION NOT DEFINED)	DOCKET NO. 1901, PAGE 45
14	EASEMENT FOR GAS MAIN (DOES NOT AFFECT)	DOCKET NO. 2888, PAGE 269
16	EASEMENT FOR ELECTRIC LINE (LOCATION NOT DEFINED)	DOCKET NO. 2975, PAGE 170
18	EASEMENT FOR ELECTRIC LINES (DOES NOT AFFECT)	DOCKET NO. 4061, PAGE 27
21	EASEMENT FOR WATER TRANSPORTATION (EASEMENT NOT DEFINED)	DOCUMENT NO. 93-0310583
22	FOLLOWING MATTERS DISCLOSED BY SURVEY OF SAID LAND MADE BY PHILLIP W. ROSENDHAL (LISTED AS A REFERENCE, NO. 4)	JOB NO. 040212, DATED APRIL 06, 2004
23	RESOLUTION FOR ANNEXATION OF LANDS INTO TOWN OF GOODYEAR	DOCUMENT NO. 87127001 MAP OF ANNEXATION BOOK 308 OF MAPS, PAGE 20

REFFERENCES

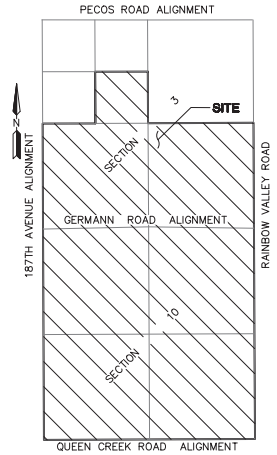
R1. GLO PLAT OF TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, OFFICALY FILED 04-23-1883
R2. GLO PLAT OF TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, OFFICALY FILED 09-05-1933
R3. GLO PLAT OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, OFFICALY FILED 08-07-1919
R4. ALTA/ASCM LAND TITLE SURVEY BY PHILLIP W. ROSENDAHL, DATED 04-06-04, JOB NO.040212

LEGEND

- ○ FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- BOUNDARY LINE

N

500 250 0 500 1000
SCALE FEET



VICINITY MAP
NOT TO SCALE

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE TITLE COMMITMENT PREPARED BY SECURITY TITLE AGENCY POLICY ISSUNING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY AS ISSUED BY SECURITY TITLE AGENCY, INC. ORDER NO. 55-0454270-E/eh, DATED AUGUST 11, 2004.

CMX LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE TITLE COMMITMENT AND SCHEDULE B DOCUMENTS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS ISSUED BY SECURITY TITLE AS LISTED HEREON. CMX LLC AND KENT C. OTHBERG(RLS) MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

BENCHMARK

BENCHMARK IS A GLO BRASS CAP AT THE NORTHEAST CORNER OF SECTION 23, T.1S., R.2W. ELEVATION = 1059.14 (PER CITY OF GOODYEAR DATUM)

BASIS OF BEARING

BASIS OF BEARING IS S00°19'51"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, T.2S., R.2W., G. & S.R.M.

NOTES

1. AREA IS 43,527,591 SQ. FT OR 999.2559 ACRES
2. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.
3. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
4. THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
5. NO VISIBLE EVIDENCE OF WASTE DUMP OR LANDFILL WAS NOTED ON THE SITE.

SURVEYOR'S CERTIFICATION:

TO:

1. TRIPLE SIETE, LLC, A NEVADA LIMITED LIABILITY COMPANY
2. DIVERSIFIED LENDING GROUP LLC
3. ARNOLD & BAKER FARMS, AN ARIZONA GENERAL PARTNERSHIP
4. WILLIAM E. PIERCE, UNITED STATES BANKRUPTCY TRUSTEE
5. FIRST AMERICAN TITLE INSURANCE COMPANY
6. SECURITY TITLE AGENCY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999 AND INCLUDES ITEMS 1, 2, 4, 5, 10, 11(a), 15, (THIS SURVEYOR HAS NOT BEEN PROVIDED ANY INFORMATION REGARDING PROPOSED STREET RIGHT-OF-WAY LINE CHANGES. NO INQUIRY HAS BEEN MADE CONCERNING PROPOSED RIGHT-OF-WAY CHANGES) AND 16 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

KENT C. OTHBERG
RLS# 35325
CMX, L.L.C.
7740 NORTH 16TH STREET, SUITE 100
PHOENIX, ARIZONA 85020
P: 602.567.1900

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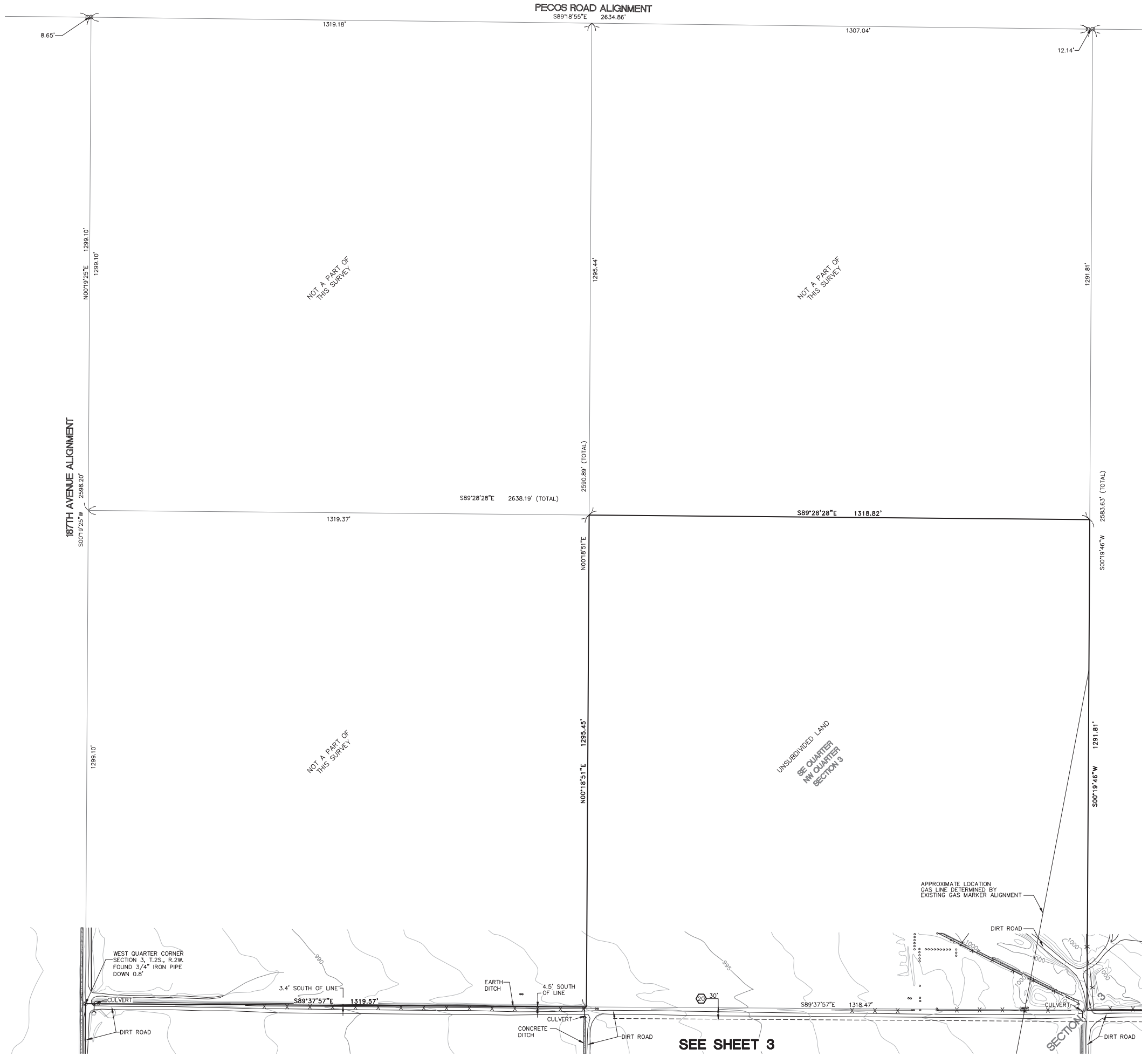
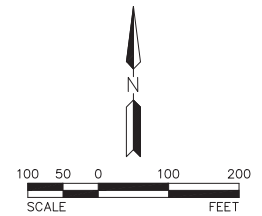
RAINBOW VALLEY
QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901

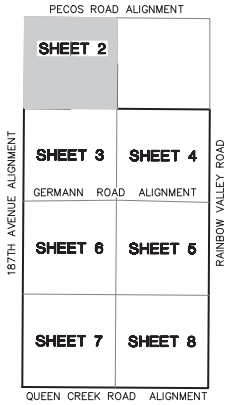
CMX PROJ. 7109.01	DATE: 02/07/05	SCALE: AS NOTED
DESIGNED:	DRAWN: DWA	APPROVED: KCO
REV. 03/28/05 REVISED EASEMENTS		DWG. NO. SV-1
		SHT. 1 OF 8





LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP
- POWER POLE
- GUY ANCHOR
- GAS VALVE
- GAS BLOW OFF
- SIGN
- WELL
- GAS LINE MARKER
- POST
- ASPHALT
- CONCRETE
- RIP-RAP
- BOUNDARY LINE
- OHW — OVERHEAD WIRE
- FENCE LINE
- GUARD RAIL
- SCHEDULE "B" ITEM NUMBER



SHEET INDEX

RAINBOW VALLEY

QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901

CMX

CMX PROJ. 7109.01	DATE: 02/07/05	SCALE: AS NOTED
DESIGNED:	DRAWN: DWA	APPROVED: KCO
REV. 03/28/05 REVISED EASEMENTS		DWG. NO. SV-1
		SHT. 2 OF 8

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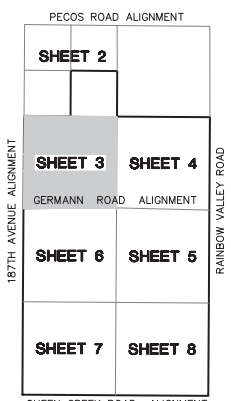
N

100 50 0 100 200
SCALE FEET

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP
	POWER POLE
←	GUY ANCHOR
⊙	GAS VALVE
	GAS BLOW OFF
	SIGN
⊗	WELL
GAS	GAS LINE MARKER
∘	POST
	ASPHALT
	CONCRETE
	RIP-RAP
	BOUNDARY LINE
OHW	OVERHEAD WIRE
	FENCE LINE
	GUARD RAIL
(#)	SCHEDULE "B" ITEM NUMBER



SHEET INDEX

RAINBOW VALLEY

QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 567-1900
FAX: (602) 567-1901

CMX

CMX PROJ. 7109.01	DATE: 02/07/05	SCALE: AS NOTED
DESIGNED:	DRAWN: DWA	APPROVED: KCO
REV. 03/28/05 REVISED EASEMENTS		DWG. NO. SV-1
		SHT. 3 OF 8

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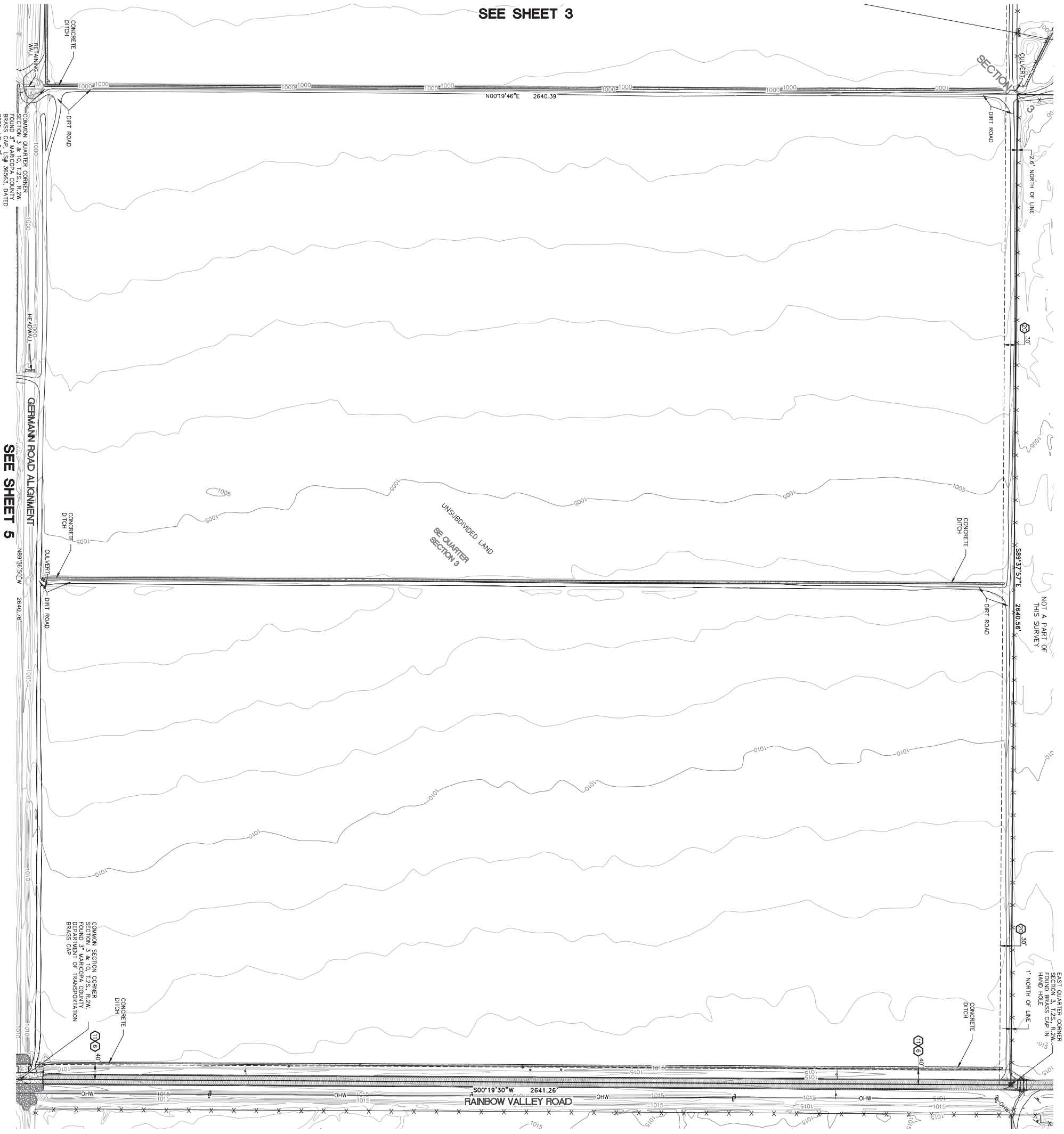
SEE SHEET 3



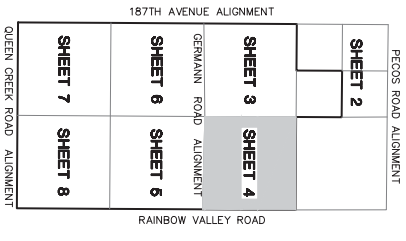
SEE SHEET 5

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP
- POWER POLE
- GUY ANCHOR
- GAS VALVE
- GAS BLOW OFF
- SIGN
- WELL
- GAS LINE MARKER
- POST
- ASPHALT
- CONCRETE
- RIP-RAP
- BOUNDARY LINE
- OHW — OVERHEAD WIRE
- FENCE LINE
- GUARD RAIL
- (#) SCHEDULE "B" ITEM NUMBER

SCALE: 100 50 0 100 200 FEET

N



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RAINBOW VALLEY

QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

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REV: 03/28/05 REVISED EASEMENTS		DWG. NO. SV-1
		SHT. 4 OF 8

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RAINBOW VALLEY

QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 867-1900
FAX: (602) 867-1901
CMX

CMX PROJ. 7109.01	DATE: 02/07/05
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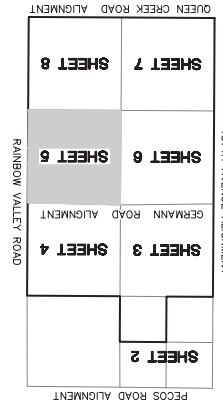
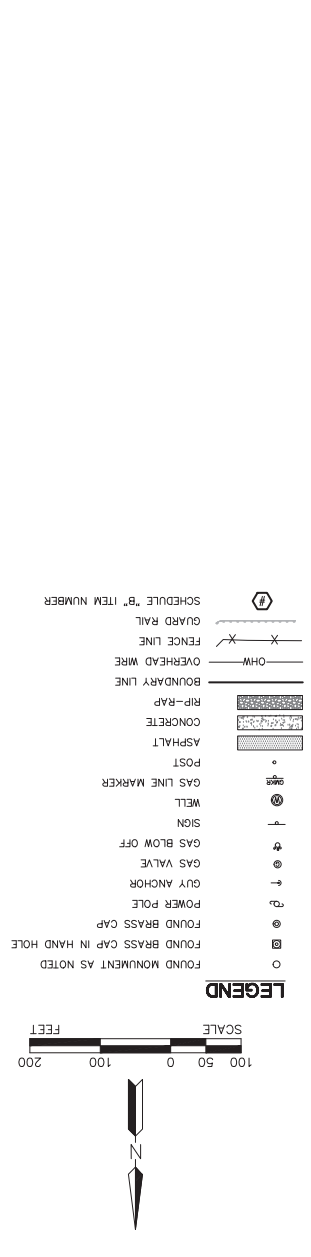
APPROVED: KCO	
REV. 03/28/05 REVISED EASEMENTS	
DWG. NO.	SV-1
SHT. 5 OF 8	

SHEET INDEX





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RAINBOW VALLEY

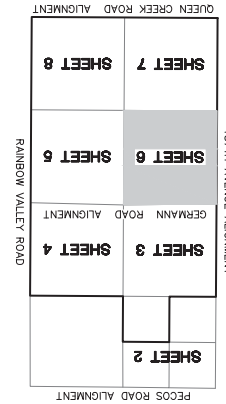
QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

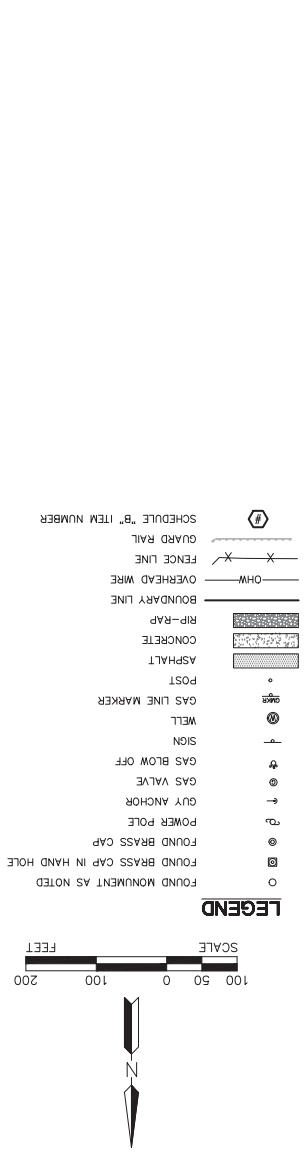
ALTA/ACSM LAND TITLE SURVEY

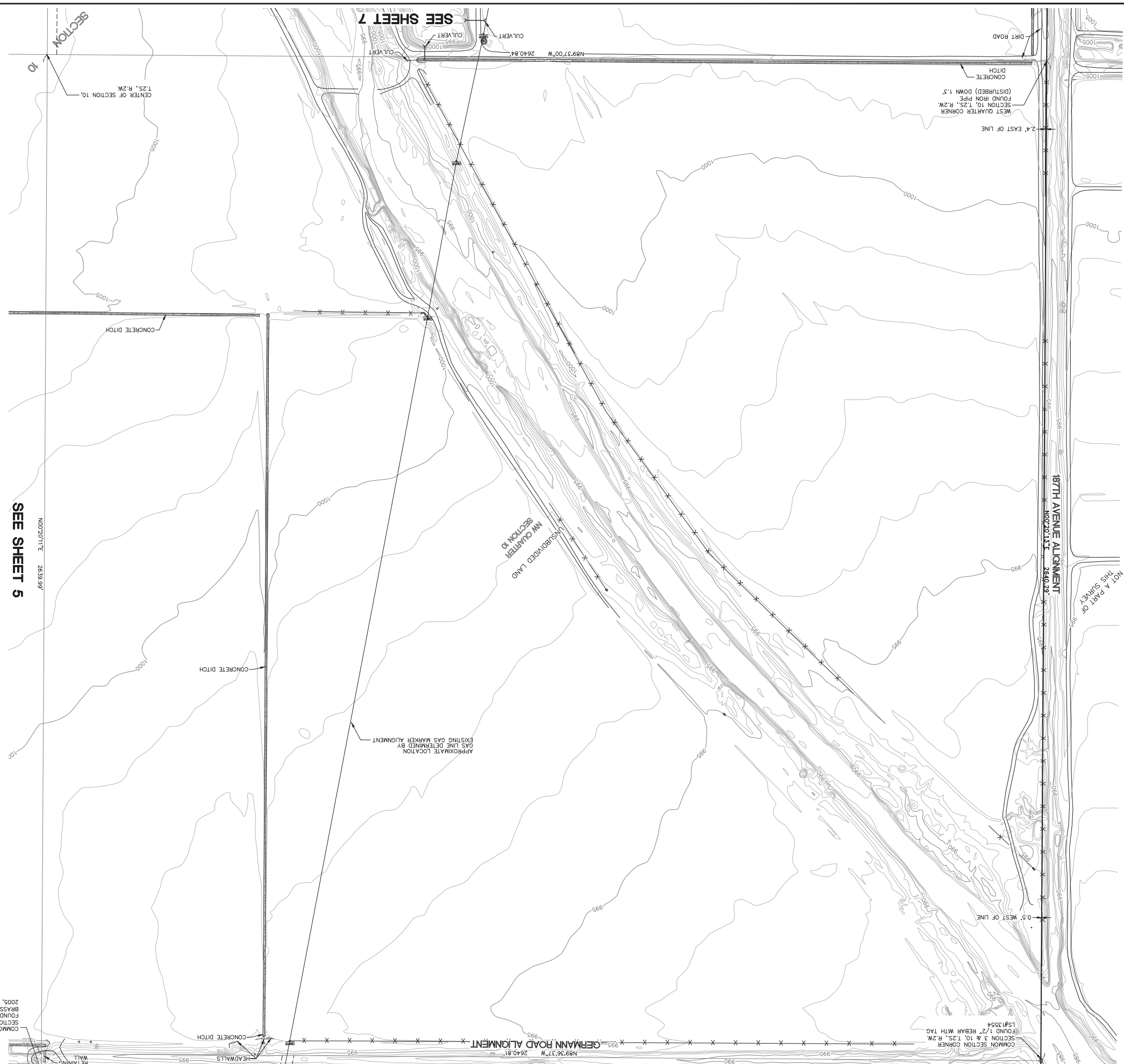
CMX
7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 957-1900
FAX: (602) 957-1901

CMX PROJ. 7109.01 DATE: 02/07/05 SCALE: AS NOTED
DESIGNED: DRAWN: DWA APPROVED: KCO
REV. 03/28/05 REVISED EASEMENTS DWG. NO. **SV-1**
SHT. 6 OF 8

SHEET INDEX







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RAINBOW VALLEY

QUEEN CREEK ROAD ALIGNMENT & RAINBOW VALLEY ROAD
GOODYEAR, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

7740 N. 16TH ST. STE. 100
PHOENIX, AZ 85020
PHONE: (602) 867-1900
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CMX

CMX PROJ. 7109.01	DATE: 02/07/05
SCALE: AS NOTED	
DESIGNED:	DRAWN: DWA
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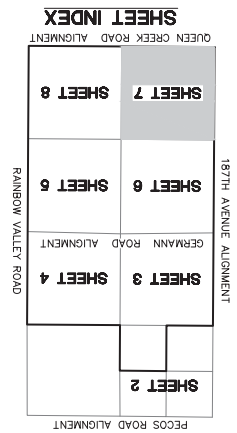
DWG. NO.	**SV-1**
SHT. 7 OF 8	

SHEET INDEX



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP
- POWER POLE
- GUY ANCHOR
- GAS VALVE
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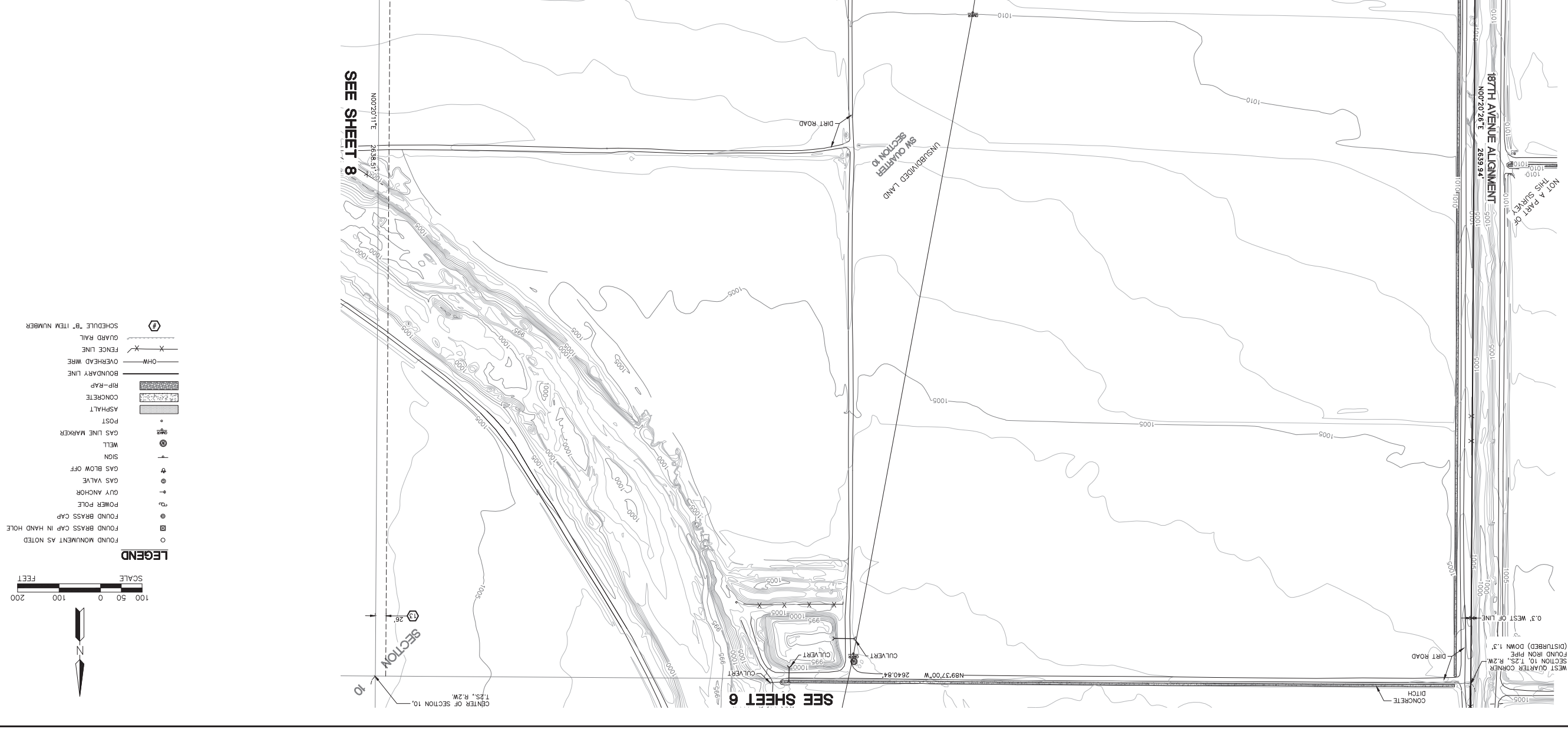
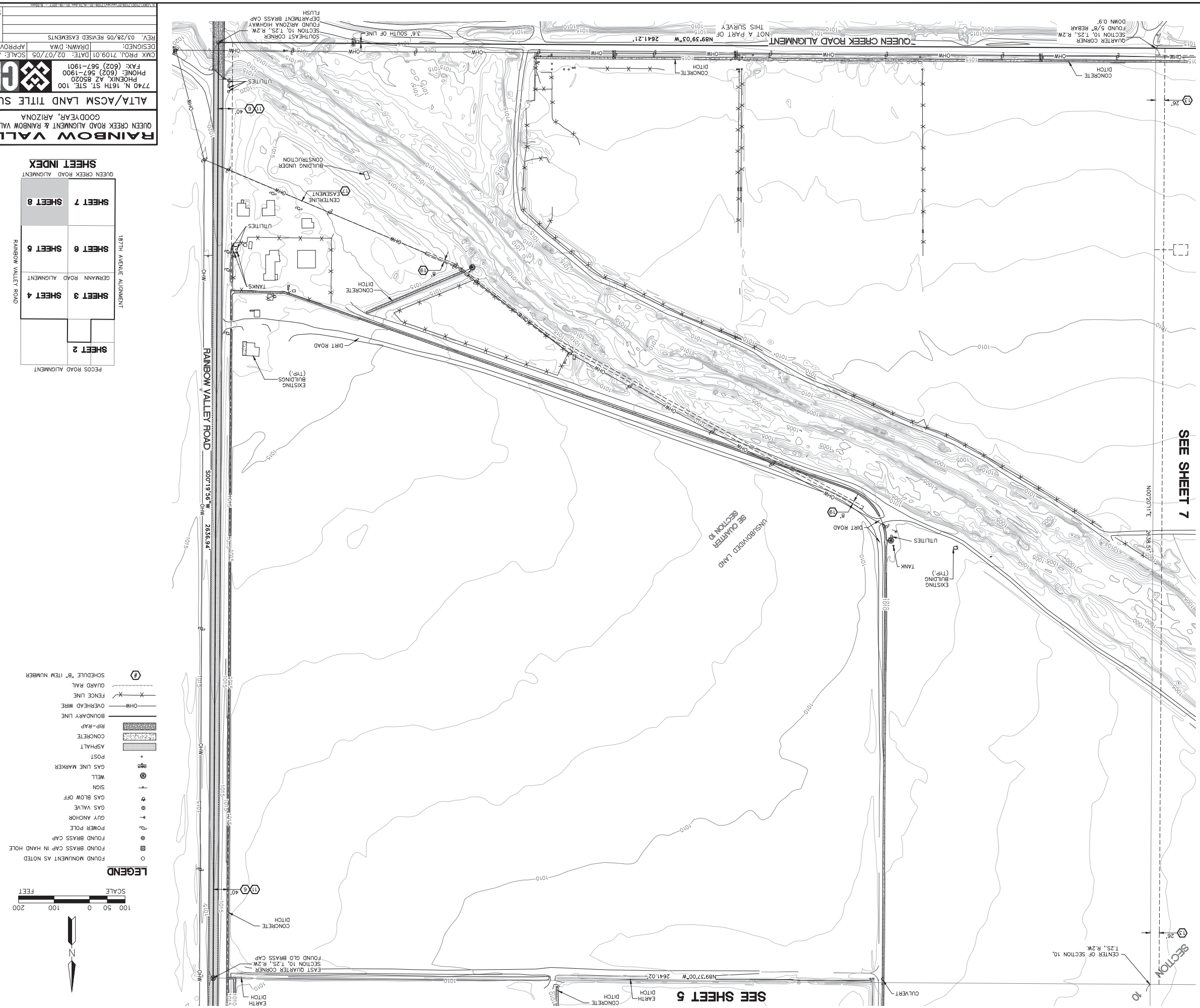
- CONCRETE
- RIP-RAP
- BOUNDARY LINE
- OVERHEAD WIRE
- FENCE LINE
- GUARD RAIL
- SCHEDULE "B" ITEM NUMBER

SCALE: 1" = 100' FEET





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GOODYEAR, ARIZONA

ALTA/ACSM LAND TITLE SURVEY

CMX
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PHOENIX, AZ 85020
PHONE: (602) 867-1900
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CMX PROJ. 7109.01	DATE: 02/07/05	SCALE: AS NOTED	
DESIGNED:	DRAWN: DWA	APPROVED: KCO	

REV.	03/28/05 REVISED EASEMENTS	DWG. NO.
		SV-1
		SHT. 8 OF 8

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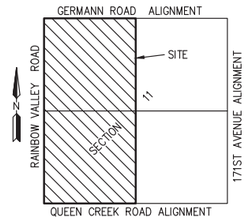
A.L.T.A./N.S.P.S. LAND TITLE SURVEY

OF

THE WEST HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

TITLE REFERENCE

THIS SURVEY IS BASED UPON THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY FILE NO. C1909447-317-AC-SW, DATED SEPTEMBER 20, 2019.

HILGARTWILSON, LLC HAS RELIED SOLELY UPON THE INFORMATION CONTAINED WITHIN THE TITLE COMMITMENT AND SCHEDULE B DOCUMENTS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY AS LISTED HEREON. HILGARTWILSON, LLC AND JOHN W. MARSHALL (RLS) MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT REPORT.

LEGAL DESCRIPTION

THE WEST HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCHEDULE "B" - EXCEPTIONS (#)

A. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
1. PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE SECOND INSTALLMENT OF 2019.
2. RESERVATIONS CONTAINED IN THE PATENT
FROM: UNITED STATES OF AMERICA
TO: PHILIP H. LADRA AND DOROTHY W. LADRA
RECORDING DATE: AUGUST 26, 1959
RECORDING NO: DOCKET 2975, PAGE 170
WHICH AMONG OTHER THINGS RECITES AS FOLLOWS:
SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF THE COURTS, AND THE RESERVATION FROM THE LANDS HEREBY GRANTED, A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES.
(NOT SHOWN – BLANKET IN NATURE – COVERS ENTIRE SITE)
3. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
4. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN RAINBOW VALLEY IRRIGATION DISTRICT.
5. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ELECTRICAL DISTRICT NO. 8 AS SET FORTH IN INSTRUMENT RECORDED IN 2012-261332.
(NOT SHOWN – BLANKET IN NATURE – COVERS ENTIRE SITE EXCEPT WEST 40 FEET)
6. A PLAT RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 15 AND AS RECORDED IN DOCKET 936, PAGE 567, PURPORTING TO SHOW A COUNTY ROADWAY
(SHOWN)
7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: GAS MAIN ELECTRIC LINES
RECORDING NO: DOCKET 2888, PAGE 269
(CENTERLINE SHOWN – NO WIDTH GIVEN – APPROXIMATE LOCATION – DOCUMENT COVERS GAS USE. NO ELECTRIC USE IS PART OF THIS DOCUMENT)
8. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: ELECTRIC LINES
RECORDING NO: DOCKET 2975, PAGE 170
(NOT SHOWN – BLANKET IN NATURE – COVERS ENTIRE SITE)
9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: ELECTRIC LINES AND POLES
RECORDING NO: DOCKET 4061, PAGE 27
(CENTERLINE SHOWN – NO WIDTH GIVEN – APPROXIMATE LOCATION)
10. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UTILITIES
RECORDING NO: 2013-786390
(SHOWN)
11. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: AFFIDAVIT OF DISCLOSURE
RECORDING NO: 2014-640140
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(NOT SHOWN – NOTHING PLOTTABLE)
12. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UTILITY EASEMENT
RECORDING DATE: DECEMBER 21, 2015
RECORDING NO: 2015-0896845
(SHOWN)
13. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: AGREEMENT FOR ELECTRIC SERVICE WITH BLOCK XIII CUSTOMERS ELECTRICAL DISTRICT NO. 8
RECORDING NO: 2017-638652
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(NOT SHOWN – AGREEMENT – NOTHING PLOTTABLE)
14. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
15. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/NSPS LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

BASIS OF BEARING

BASIS OF BEARING IS N00°19'48"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

FLOOD ZONE DESIGNATION

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2625M, PANEL NUMBER 2625 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "AE" WITH A DEFINITION OF: 1-PERCENT-ANNUAL-CHANCE FLOODPLAINS THAT ARE DETERMINED FOR THE FIS BY DETAILED METHODS OF ANALYSIS. IN MOST INSTANCES, BFES DERIVED FROM THE DETAILED HYDRAULIC ANALYSES ARE SHOWN AT SELECTED INTERVALS IN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS APPLY. AE ZONES ARE AREAS OF INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD, INCLUDING AREAS WITH THE 2-PERCENT WAVE RUNUP, ELEVATION LESS THAN 3.0 FEET ABOVE THE GROUND, AND AREAS WITH WAVE HEIGHTS LESS THAN 3.0 FEET. THESE AREAS ARE SUBDIVIDED INTO ELEVATION ZONES WITH BFES ASSIGNED. THE AE ZONE WILL GENERALLY EXTEND INLAND TO THE LIMIT OF THE 1-PERCENT-ANNUAL-CHANCE STILLWATER FLOOD LEVEL (SWEL). DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2625M, PANEL NUMBER 2625 OF 4425, EFFECTIVE DATE NOVEMBER 04, 2015.

REFERENCE DOCUMENTS

1. RESULT OF SURVEY PER BOOK 309, PAGE 45, M.C.R.
2. PLSS SUBDIVISION RECORD OF SURVEY (GDACS) PER BOOK 759, PAGE 27, M.C.R.

OWNER/CLIENT

AMERICOR INVESTMENT GROUP
7595 EAST MCDONALD DRIVE
SCOTTSDALE, ARIZONA 85250
CONTACT: MR. MICHAEL MERRIMAN

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: JOHN W. MARSHALL, RLS

NOTES

1. AREA IS 13,934,391 SQ. FT. OR 319.8896 ACRES MORE OR LESS.
2. THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT ALL OF THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES. (TABLE A, ITEM #11 & 21 IN REFERENCE TO VISIBLE SURFACE UTILITIES)
3. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF SURVEY AND ALL PARTIES LISTED IN THE SURVEYORS CERTIFICATION. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN PERMISSION OF THE SURVEYOR.
4. THIS SURVEY IS VALID ONLY WHEN BEARING SEAL AND SIGNATURE OF SURVEYOR.
5. THIS SURVEY IS BASED ON FIELD WORK LAST PERFORMED BY HILGARTWILSON, LLC IN MAY, 2020. SITE CONDITIONS THAT MAY HAVE CHANGED SUBSEQUENT TO FIELD WORK WILL NOT BE REFLECTED HEREON.
6. THE INTENT OF THIS SURVEY IS NOT TO CREATE AN ILLEGAL LAND SPLIT PER THE APPLICABLE ARIZONA LAW AND/OR STATUTES.
7. THE POTENTIAL BUYER(S) OF THIS SITE IS HEREBY ADVISED THAT THIS SITE MAY BE SUBJECT TO ARIZONA PLATTING LAWS PRIOR TO THE DEVELOPMENT OF THIS SITE.
8. SITE ADDRESS IS 3221 N. 198TH LANE, BUCKEYE ARIZONA, 85396. (TABLE A, ITEM #2)
9. THIS SURVEY IS LIMITED TO SURFACE AND ABOVE SURFACE OBSERVATIONS OF EXISTING UTILITIES. NO UNDERGROUND UTILITY INFORMATION IS SHOWN HEREON. (TABLE A, ITEM #11)
10. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM #16)
11. THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM #17)
12. NO FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT, THE SURVEYOR SHALL LOCATE ANY DELINEATION MARKERS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK AND SHOW THEM ON THE FACE OF THE PLAT OR MAP. IF NO MARKERS WERE OBSERVED, THE SURVEYOR SHALL SO STATE. (TABLE A, ITEM #18)

SURVEYOR'S CERTIFICATION:

TO:
1. AMERICOR INVESTMENT GROUP INC., AN ARIZONA CORP.
2. ARIZONA BANK
3. TONTO CORP., A NEVADA CORPORATION
4. CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR A.L.T.A./N.S.P.S. LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 8, 11, 16, 17, 18, 19 AND 21 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED IN MAY, 2020.

JOHN W. MARSHALL
RLS# 53151
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
jmarshall@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed/Revised
ARIZONA U.S.A.

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

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REV.:

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436
www.hilgartwilson.com

RAINBOW VALLEY 320
S.E.C. OF GERMANN ROAD & RAINBOW VALLEY ROAD
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON	
PROJ NO.:	1369
DATE:	MAY 2020
SCALE:	AS SHOWN
DRAWN:	JDL
DESIGNED:	HW
APPROVED:	JWM

DWG. NO.
SV-1
SHT. 1 OF 2

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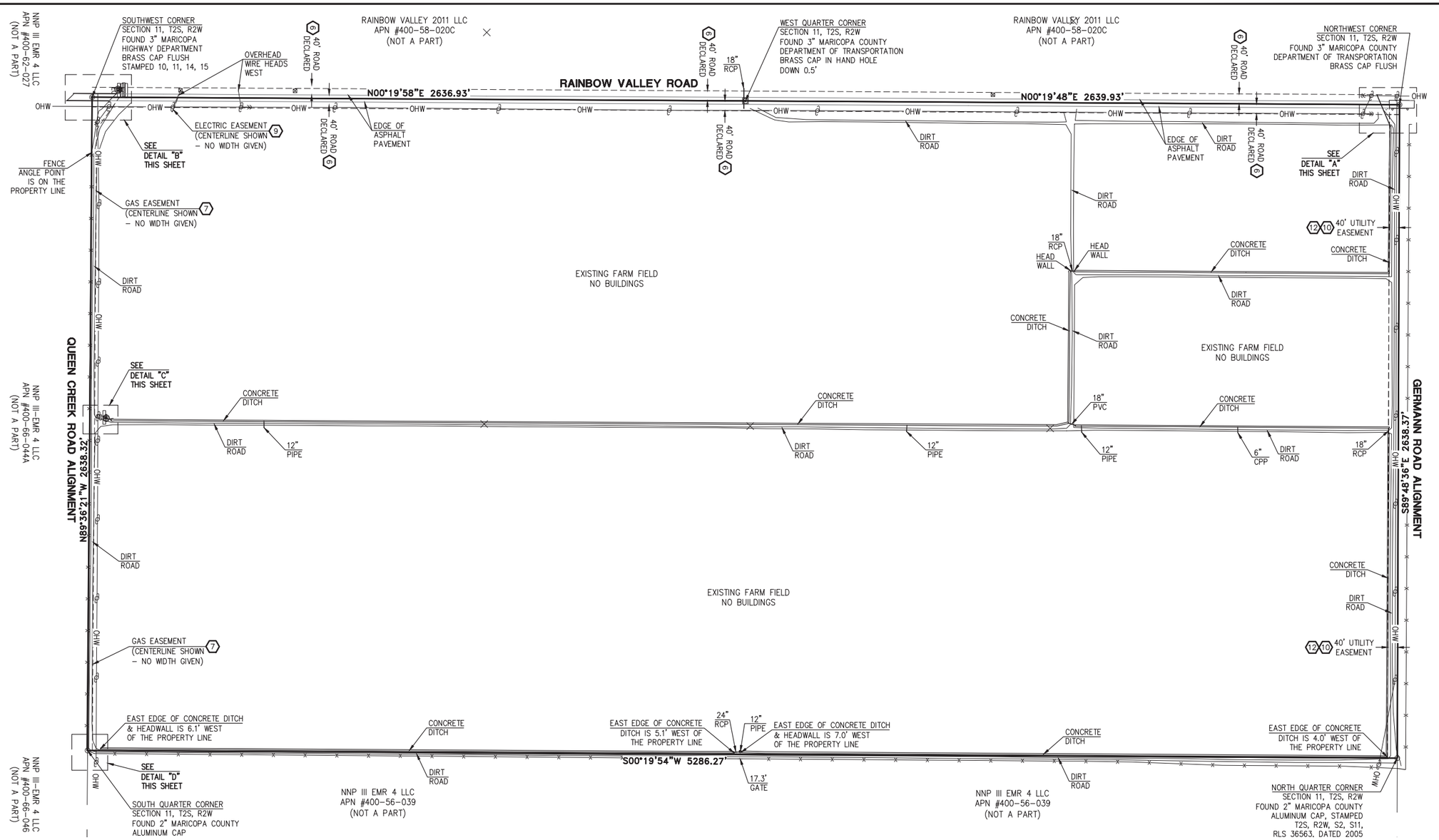

LEGEND

○	FOUND MONUMENT AS NOTED	———	BOUNDARY LINE
⊡	FOUND BRASS CAP IN HAND HOLE	– – – –	EASEMENT LINE
⊙	FOUND BRASS CAP FLUSH	— — —	SECTION LINE
⌀	UTILITY POLE	—×—×—	BARB WIRE FENCE
←	GUY ANCHOR	∘∘∘∘∘∘	GUARD RAIL
EP	ELECTRIC PANEL	PVC	POLYVINYL CHLORIDE CONDUIT
EC	ELECTRIC CABINET	RCP	REINFORCED CONCRETE PIPE
○	POST OR AS NOTED	CPP	CONCRETE PRESSURE PIPE
⊠	TELEPHONE PEDESTAL	RLS	REGISTERED LAND SURVEYOR
Ⓦ	WELL	APN	ASSESSOR PARCEL NUMBER
		OHW	OVERHEAD WIRE

REV.:

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53151
JOHN W.
MARSHALL
Date Signed 05/29/20
ARIZONA, U.S.A.

RAINBOW VALLEY 320

S.E.C. OF GERMANN ROAD & RAINBOW VALLEY ROAD
BUCKEYE, ARIZONA

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

HILGARTWILSON	
PROJ NO.:	1369
DATE:	MAY 2020
SCALE:	AS SHOWN
DRAWN:	JDL
DESIGNED:	HW
APPROVED:	JWM

DWG. NO.
SV-2
SHT. 2 OF 2

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APPENDIX B

MASTER DRAINAGE REPORT

The Master Drainage Report is submitted to the City of Goodyear under separate cover and is incorporated into the Rainbow Valley Planned Area Development.

APPENDIX C

MASTER WATER REPORT

The Master Water Report is submitted to the City of Goodyear under separate cover and is incorporated into the Rainbow Valley Planned Area Development.

APPENDIX D

MASTER WASTEWATER REPORT

The Master Wastewater Report is submitted to the City of Goodyear under separate cover and is incorporated into the Rainbow Valley Planned Area Development.

APPENDIX E

TRAFFIC IMPACT ANALYSIS

The Traffic Impact Analysis is submitted to the City of Goodyear under separate cover and is incorporated into the Rainbow Valley Planned Area Development.

AGENDA ITEM #: 10.
DATE: 08/23/2021
AI #:411

CITY COUNCIL ACTION REPORT

SUBJECT: FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY USE PERMIT

STAFF PRESENTER(S): Karen Craver, AICP, Principal Planner

OTHER PRESENTER(S):

Scott Laten, Suntereo Real Estate Services, LLC

SUMMARY

A Use Permit for an Assisted Living Facility in the C-2, General Commercial Zoning District within the Palm Valley Phase II PAD, located on approximately 6.15 acres at the southwest corner of N. Litchfield Road & W. Virginia Avenue.

Recommendation

Approve a Use Permit allowing for the development of an Assisted Living Facility that meets the definition for Assisted Living Facility in the Goodyear Zoning Ordinance on approximately 6.15 acres at the southwest corner of Litchfield Road & W. Virginia Avenue that is included within a portion of property designated as C-2 in the Palm Valley Phase II PAD, subject to stipulations. (Karen Craver, Principal Planner)

STIPULATIONS

- Approval of the Use Permit does not constitute approval of the site plan. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and,
- No signage is approved as part of this Use Permit. All signage shall require separate review and approval, and shall comply with the requirements in Article 7 of the City of Goodyear Zoning Ordinance applicable to signage in the C-2 Zoning District.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer-term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The subject property is within the portion of the Palm Valley Phase II Planned Area Development (PAD) with underlying C-2, General Commercial zoning. On May 29, 2001, the City Council rezoned approximately 29.3 acres at the northwest and southwest corners of Litchfield Road and Thomas Road, including the subject 6.15 acres at the southwest corner of Litchfield and Virginia, from Low and Medium Density Residential to Neighborhood and Mixed Use Commercial, with the adoption of Ordinance No. 01-751. The former SunCor zoning designation of Neighborhood and Mixed Use Commercial is currently identified as the city's C-2, General Commercial zoning district. Hospitals and related uses are allowed in the C-2 General Commercial zoning district subject to approval of a Use Permit. Pursuant to a zoning interpretation by the Zoning Administrator, the provision allowing Hospitals and related uses in the C-2 General Commercial zoning district applies to Assisted Living Facilities.

STAFF ANALYSIS

Request:

The applicant is requesting a Use Permit to allow the development of an Assisted Living Facility on a vacant parcel designated as C-2 General Commercial within the Palm Valley Phase II Planned Area Development (PAD) located at the southwest corner of N. Litchfield Road and W. Virginia Avenue. The planned active lifestyle assisted living facility will be two-stories, and will have 132 units consisting of 18 studio units, 64 one-bedroom units, 24 one-bedroom plus den units, and 26 two-bedroom units, averaging 780 square feet. The facility will operate 24 hours a day, and the office will be open from 9:00 a.m. to 6:00 p.m. daily. The facility amenities will include:

Community Amenities

- Club House
- Concierge
- Pitch & Putt (3-holes)
- Full-Service Dining Room & Lounge
- Inside and Outside Dining
- Beer, Wine and Mixed Drinks
- Resident Computer Center
- Private Conference Room
- Theater
- Craft Room
- Gardening areas

Fitness Amenities

- Fitness Club and Spa
- Equipment
- Free Weights
- Fitness Classes
- Exercise mats and balls
- Bocce Ball
- Lap, Exercise and Relaxation Pool
- Therapy spa

Analysis:
The required Zoning Ordinance analysis and evaluation criteria is provided below:

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council must determine that the proposed use meets the following analysis and evaluation criteria prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;

The underlying C-2, General Commercial zoning approved for this area of Palm Valley Phase II allows for more intense uses such as motels and hotels, at an allowed maximum height of 56 feet, to be developed on the subject property by right. A two-story assisted living facility at approximately 30 feet, generating less traffic than a motel or hotel, being age-restricted, and allowed only by the granting of a Use Permit, is not considered to be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare.

2. The proposed use is reasonably compatible with uses permitted in the surrounding area. This section further states that should a Use Permit not be established within two years, then the Use Permit approval shall become null and void;

The underlying C-2, General Commercial zoning was approved for this area of Palm Valley Phase II in 2001 in order to increase the amount of neighborhood and mixed-use commercial, and to decrease the amount of low- and medium-density residential that was originally planned. It was determined that the zoning change would provide better transition parcels from Litchfield Road to future residential development to the west. Considering the intensity of other commercial uses that could be developed on the subject property by right, an assisted living facility, allowed only by the granting of a Use Permit, is compatible with uses permitted in the surrounding area.

Fire Response:
The subject property will be served by Fire Station No. 183 located at 3075 N. Litchfield Road, or by Fire Station No. 181 located at 450 N. 143rd Avenue.

Nearest Fire Station	Shortest path		Longest path		2nd Nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
# 183	1.43	0.71	1.86	0.93	#181	4.58	2.29	5.01	2.50

Police Response:
The subject property is located within an existing patrol beat and the current level of service within the beat can accommodate development of the property.

Public Participation:
The alternative citizen review process was conducted for this application. Owners of all properties within 500 feet of the subject property were sent a postcard notifying them that the city had received the application; that additional information regarding the application could be found on the city website; and that staff or the applicant could be contacted with any comments or concerns regarding the application. Following the citizen review notification, staff received one phone call, and a follow-up email, from the owner/resident of a single family

home west of N. 140th Avenue, at 14037 W. Cambridge Avenue within the adjacent Floriana neighborhood of Palm Valley Phase II. The homeowner cited concerns over a loss of privacy in their backyard and a loss of their home value. The applicant, who was copied on the email to staff, reached out to the homeowner.

When the public hearings on the application were scheduled before the Planning and Zoning Commission on August 11, 2021, and before the City Council on August 23, 2021, a second postcard was sent to the property owners; a legal notice with the hearing dates was published in the Arizona Republic Southwest Valley Edition on July 23, 2021; and a notice of public hearings sign was posted on the property. Prior to the Planning and Zoning Commission meeting, staff received a second phone call, and a follow-up email, from the owner/resident of a single family home west of N. 140th Avenue, at 2651 N. 141st Lane, within the Floriana neighborhood. This homeowner cited concerns over the adjacency of the facility to the residential play park for the subdivision; traffic, congestion, and noise; and the number of assisted living facilities already open, as well as currently under construction, in Goodyear. Staff also received a phone call and follow-up email from the owner/resident of a single family home at 2418 N. 141st Lane, within the Floriana neighborhood, who was in support of the use provided concerns regarding traffic, safety and parking could be addressed by the applicant. The applicant, who was copied on the email to staff, reached out to the homeowner.

Planning and Zoning Commission Meeting:

At the August 11, 2021 Planning and Zoning Commission meeting the Use Permit request was presented by staff, followed with a recommendation of approval based upon staff's findings that the request meets the Zoning Ordinance criteria for a Use Permit. The applicant, Scott Laten, then made a presentation during which he stated that he would agree to close one of the two proposed driveways on N. 140th Avenue to address safety concerns that had been communicated to him by one of the nearby Floriana neighborhood residents. Following Mr. Laten's presentation, seven residents of the Floriana neighborhood spoke against the proposed Assisted Living Facility for which the Use Permit was requested. The residents cited the following objections to the facility and its location:

- Density – 69 homes in Floriana; 132 units in the facility
- Height – all single story in Floriana; 2-story facility
- Hours of operation – 24/7
- Proximity to and use of neighborhood park
- Invasion of privacy due to 2nd-story windows & balconies on west elevation facing Floriana
- Adjacency of southernmost driveway on N. 140th Avenue to residences
- Increased noise and traffic, including ambulances
- Light intrusion into neighborhood
- Would become a behavioral health or addiction facility

Following the comments from the residents, the Commission discussed the concerns of the residents and proposed the following additional stipulations, which have been formalized by staff:

1. The Property shall be developed to include a 15-foot wide landscape buffer along the common property line with Lot 30 of the Palm Valley Phase 2 Parcel 7 subdivision (APN 501-76-783), and along the frontage of the Property adjacent to N. 140th Avenue; and,

2. Access from the Property onto N. 140th Avenue and from N. 140th Avenue into the Property is limited to emergency access with entries being equipped with gates and

Knox boxes.

A motion to recommend approval of the Use Permit, including the two additional stipulations, failed by a vote of 3 to 2. Because 4 positive votes are required for the motion to pass, the Planning and Zoning Commission recommendation is for denial of the Use Permit

FINDINGS:
Staff finds that the Use Permit request is compatible with the existing land uses within the area and will not be a detriment to surrounding properties or persons. The assisted living facility is proposed on a parcel zoned for commercial use, and separated and buffered from residential development within the area.

Attachments

Aerial Photo
Project Narrative dated August 2021
Conceptual Site Plan
A. Conceptual Color Elevations
B. Conceptual Color Elevations
C. Conceptual Color Elevations
D. Conceptual Color Elevations
Staff Presentation
Applicant Presentation

The Fairways at Palm Valley
South of W Virginia Ave
West of N Litchfield Rd
North of W Palm Valley Blvd

20-300-00012 The Fairways at Palm Valley

NARRATIVE

USE PERMIT (Case No: 20-30000012)

FOR

THE FAIRWAYS AT PALM VALLEY

an ASSISTED LIVING FACILITY

2382 North Litchfield Road, Goodyear, Arizona 85395
Southwest corner of Litchfield Road and West Virginia Avenue
(Approximately 6.15 acres)

(PALM VALLEY- PAD)

The Fairways at Palm Valley, Goodyear, Arizona

Submitted by Applicant:

Suntereo Real Estate Services, LLC – Scott Laten
2944 North 44th Street, Suite 101 Phoenix, Arizona 85018
telephone: 480.206.2965 email: S.Laten@Suntereo.com

(Note: Currently under contract to purchase the property)

August 2021

DESIGN TEAM

Developer:

Suntereo Real Estate Services, LLC
Attn: Scott Laten
2944 North 44th Street, Suite 101
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Telephone: 480.206.2965
Email: s.laten@suntereo.com

Architect:

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Civil Engineer:

Kland Civil Engineers
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Telephone: 840-344-0480
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Landscape Architect:

Studio Sprawl
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8321 East Evans Road, No. 101
Scottsdale, Arizona 85260
Telephone: 480-361-9281
Email: dan@studiosprawl.com

I. INTRODUCTION

The Fairways at Palm Valley is a proposed active lifestyle Assisted Living Facility in the Palm Valley Phase II PAD (March 2002). This Use Permit application addresses the last remaining Phase II parcel consisting of approximately 6.15 acres located at the Southwest corner of Litchfield Road and West Virginia Avenue (the "Property"). The Property is subject to a deed restriction limiting its building height to no more than two-stories or 50-feet. The site is flat with 679-feet of frontage on Litchfield Road and 516-feet on the Palm Valley Golf Course. Litchfield Road has a daily traffic count of over 26,300 (2015) passing the Property.

Contiguous to the south, the Property overlooks the 27-Hole *Phil Mickelson* Palm Valley Golf Course water hazard and putting green on hole nine. Our community will take advantage of the golf course by providing resident golf carts, direct golf course trail access, 2,000 square foot Pitch & Putt overlooking the 9th green water hazard and a golf simulator in our lounge.

The location is ideal for the proposed use, because it is close to an established residential area and will blend more appropriately with the residential character. In addition, it will have much less of an impact than a (C-2) commercial-retail use with regards to traffic, lighting, noise, odors, and dust which are sometimes associated with typical commercial-retail uses. As a result of this outstanding location and the demand for this type of use, we are requesting approval of a Use Permit for a new active lifestyle "Assisted Living" facility.

II. PURPOSE

The purpose of this request is for a Use Permit, as required per City of Goodyear zoning ordinance § 3.3.3 (C)(4), for Hospitals and Related Uses. As described above, there exists a need for this type of active lifestyle facility in the Palm Valley PAD infill area.

The proposed community, as shown on the elevations and conceptual site plan, will fit in with the surrounding development in terms of design standards and uses. The building is two-story with associated amenities. The facility is designed for the safety and security of its residents. The accompanying conceptual plans show how that occurs. The facility will have outdoor recreation areas for its residents.

Litchfield Road View

Golf Course View

North 140th Avenue View

III. DESCRIPTION OF PROPOSAL

The Fairways at Palm Valley will be a two-story, approximately 158,583 square feet, and 31'-06" high building from finished grade. The community development cost is $47,900,000 or $363,000 per home.

The building has been designed in such a manner to minimize the impact on neighbors due to proximity. The building will consist of 132 units with 18-Studios, 64 one-bedroom, 24 one-bedroom plus den and 26 two-bedroom apartments averaging 780 square feet in the active lifestyle assisted living facility. The community will operate 24-hours daily. The Office will be open from 9:00AM to 6:00 PM every day. The food service begins at 7:30 AM and conclude at 8:00 PM.

The community will contain the following amenities:

Community Amenities

- Club House
- Concierge
- Pitch & Putt (3-holes)
- Full-Service Dining Room & Lounge
    - Inside and Outside Dining
    - Beer, Wine and Mixed Drinks
- Resident Computer Center
- Private Conference Room
- Theater
- Craft Room
- Gardening areas

Fitness Amenities

- Fitness Club and Spa
    - Equipment
    - Free Weights
    - Fitness Classes
    - Exercise mats and balls
- Bocce Ball
- Lap, Exercise and Relaxation Pool
- Therapy spa

IV. DEVIATIONS FROM THE STANDARDS

No deviations are proposed.

V. COMPATIBILITY WITH THE GENERAL PLAN

The Property's General Plan designation is "Neighborhood" and is zoned Commercial District (C-2) PAD zoning district. The proposal is consistent and compatible with many of the goals and objectives outlined within the General Plan due to its size, existing conditions, vehicular access, and the limited intensity of the use proposed.

One of Goodyears primary Community Vision is to create a highly desirable and sustainable place for all to live, work, visit and play.

The General Plan 2025 requires all development proposal shall demonstrate their conformance with the applicable stated goals, objectives, and policies contained within the General Plan, and how the development furthers the appropriate implementation of the General Plan.

The site is a key example of the City of Goodyear requirement "promoting a graduated density intensity concept. Developments with gradually increasing density towards village centers, the City Center, or transit corridors and lowering density near protected uses (such as a natural feature). Developments with similar intensities (e.g., building height, building bulk or intensity of use) should locate near each other gradually increasing intensity towards transit corridors, the City Center, industrial development, and commercial centers and decreasing intensity towards residential developments."

Additionally, Objective GD-2-1 is to *ensure that new development pays its fair share toward the cost of additional public service needs generated by that new development*. The Fairway's at Palm Valley will pay all of the customary municipal fees yet has the least impact of virtually any other land use.

Frequently community leaders and residents are concerned with the impact and utilization of a residential development on City services and infrastructure. Frequently, these concerns involve traffic, schools, parks and recreations, police and fire services and refuse. In developing, owning and operating senior housing over the last 18-years, we have found that seniors are the best neighbors one can have. The following addresses specific concerns that a City and neighbors sometimes have:

Traffic - As the report demonstrates, the senior community will generate less than 40 peak-hour trips. This number is less than ¼ of what other allowable uses would produce with the property's current zoning. Additionally, we are providing bicycle parking facilities for our employees and residence to encourage non-vehicular movement locally;

Valley Metro – Visitors and some of our employees such as housekeeping, culinary and care professionals, elect to use Valley Metro transportation. The property is strategically located next to a bus stop at Litchfield Road and Virginia Avenue. This transit opportunity reduces traffic and is becoming very popular in reducing carbon footprints;

Schools – The Fairways at Palm Valley, under Federal Fair Housing is restricted to 62 years of age or greater for ALL occupants. Children are not permitted to reside in the community;

Parks & Recreation – Our residents will on occasion use community facilities for exercise including walking. We provide a great number of recreational facilities which generally allows our residents to achieve their relaxation and physical fitness goals within their community. It's great to know that they and their families may also take advantage of the abundance of municipal parks and the YMCA, less than ½ mile north;

Police and Fire – Frequently neighbors are concerned about fire services being needed at all hours of the day and night with assisted living. The is simply not the case. Our medical staff can handle most medical needs of our residents. In the unlikely event that emergency services are needed, fire station No. 183 (12-member crew) located at 3075 North Litchfield Road which is ½ mile north of the property is well positioned to respond quickly.

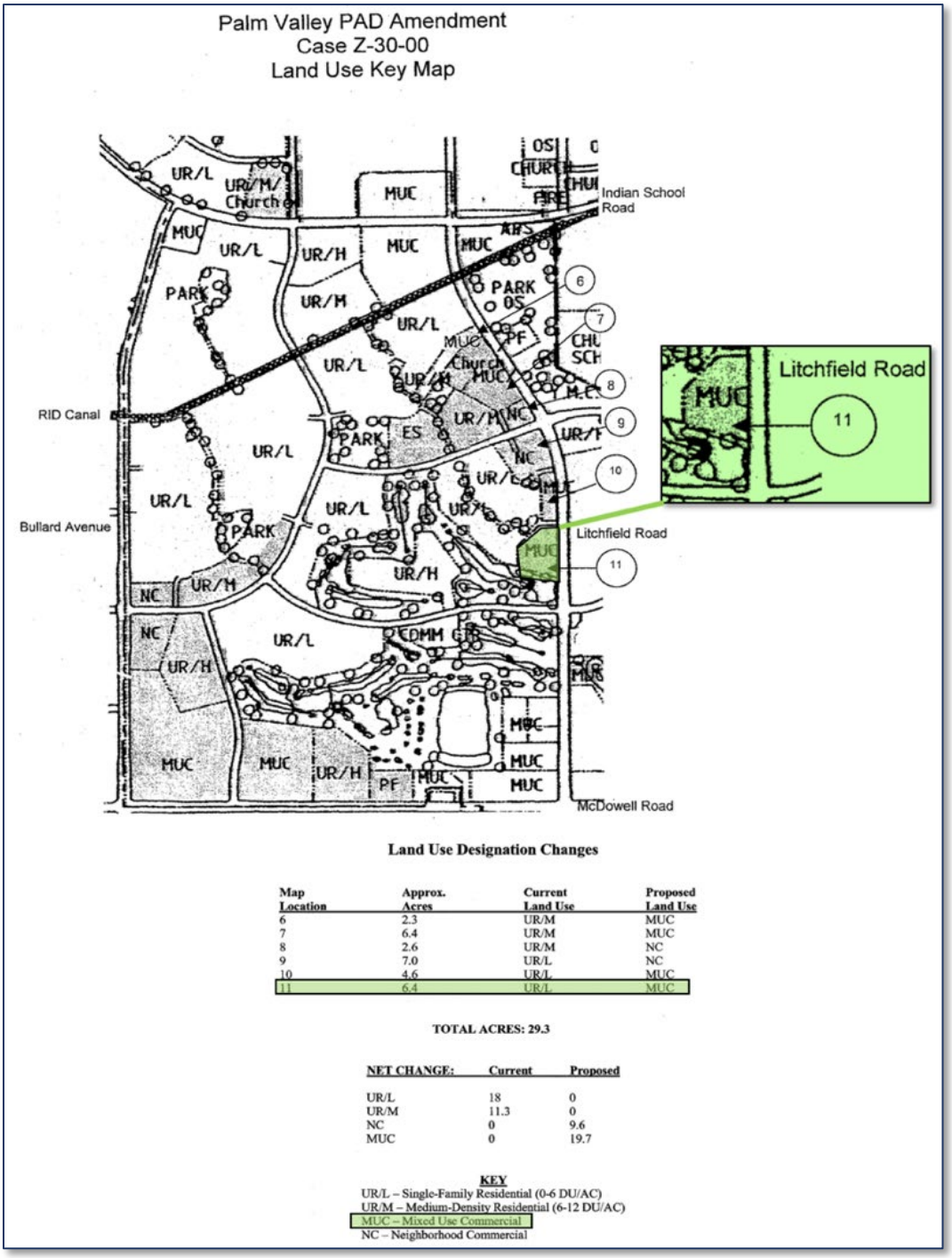
Refuse- the property will use a trash compactor to minimize the number of trash bins and collection noise. Our housekeeping will collect and dispose of resident refuse. The compactor is screened and located off Litchfield Road away from local residents and out of sight of drive-by and pedestrian traffic.

More importantly, The Fairways at Palm Valley will aid in the preservation of the existing stable, cohesive neighborhoods in the area while minimizing the negative impacts of incompatible uses. The adjacent land uses surrounding the Property are office, commercial-retail and residential homes. The proposed use provides a nice transition-buffer from these uses and will fit nicely with both land use characters.

As such the proposal to add "assisted living" with a UP is in conformance to the City's General Plan. The proposed development will occur on a vacant piece of land that has remained vacant since the master plans inception. This community's residents, visitors and its employee's will support and encourage spending, increasing economic vitality for the area.

VI. COMPATIBILITY WITH ZONING AND PLANNED AREA DEVELOPMENT (PAD)

On April 18, 2001 the City of Goodyear Planning and Zoning Commission on Zoning Case Z-30-00 recommended to the Mayor and City Council the rezoning of land from Planned Area Development (PAD) **Low and Medium Density Residential** to Planned Area Development (PAD) to Neighborhood and Mixed-Use Commercial. On May 30, 2001 Ordinance No. 01-751 was Passed and Adopted by the Mayor and Common Council of the City of Goodyear.



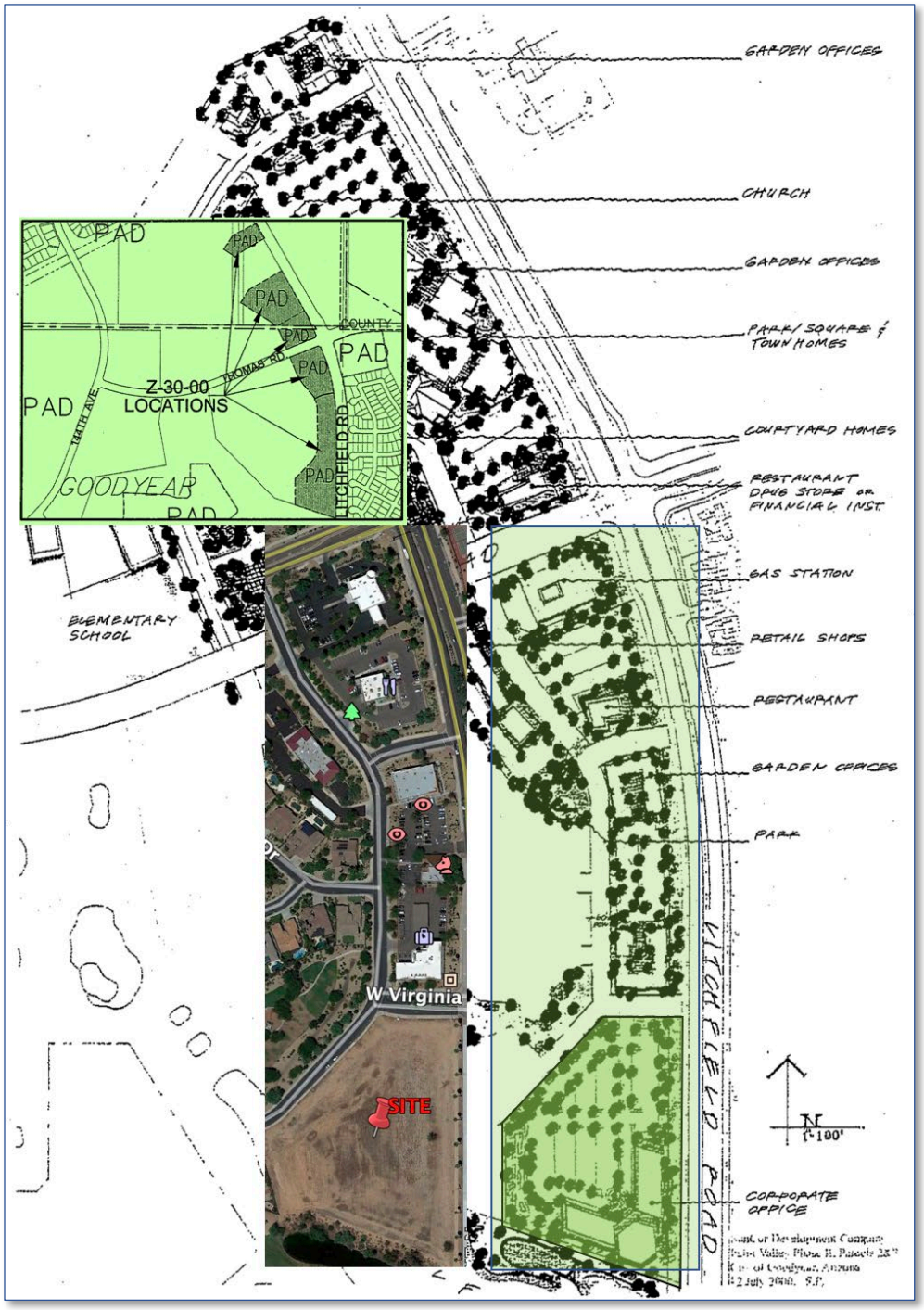
Land Use Designation Changes

Map Location	Approx. Acres	Current Land Use	Proposed Land Use
6	2.3	UR/M	MUC
7	6.4	UR/M	MUC
8	2.6	UR/M	NC
9	7.0	UR/L	NC
10	4.6	UR/L	MUC
11	6.4	UR/L	MUC

TOTAL ACRES: 29.3

NET CHANGE:	Current	Proposed
UR/L	18	0
UR/M	11.3	0
NC	0	9.6
MUC	0	19.7

KEY
UR/L – Single-Family Residential (0-6 DU/AC)
UR/M – Medium-Density Residential (6-12 DU/AC)
MUC – Mixed Use Commercial
NC – Neighborhood Commercial



Ordinance No. 01-751 Section II. Conditions. The rezoning herein provided for is subject to the following conditions:

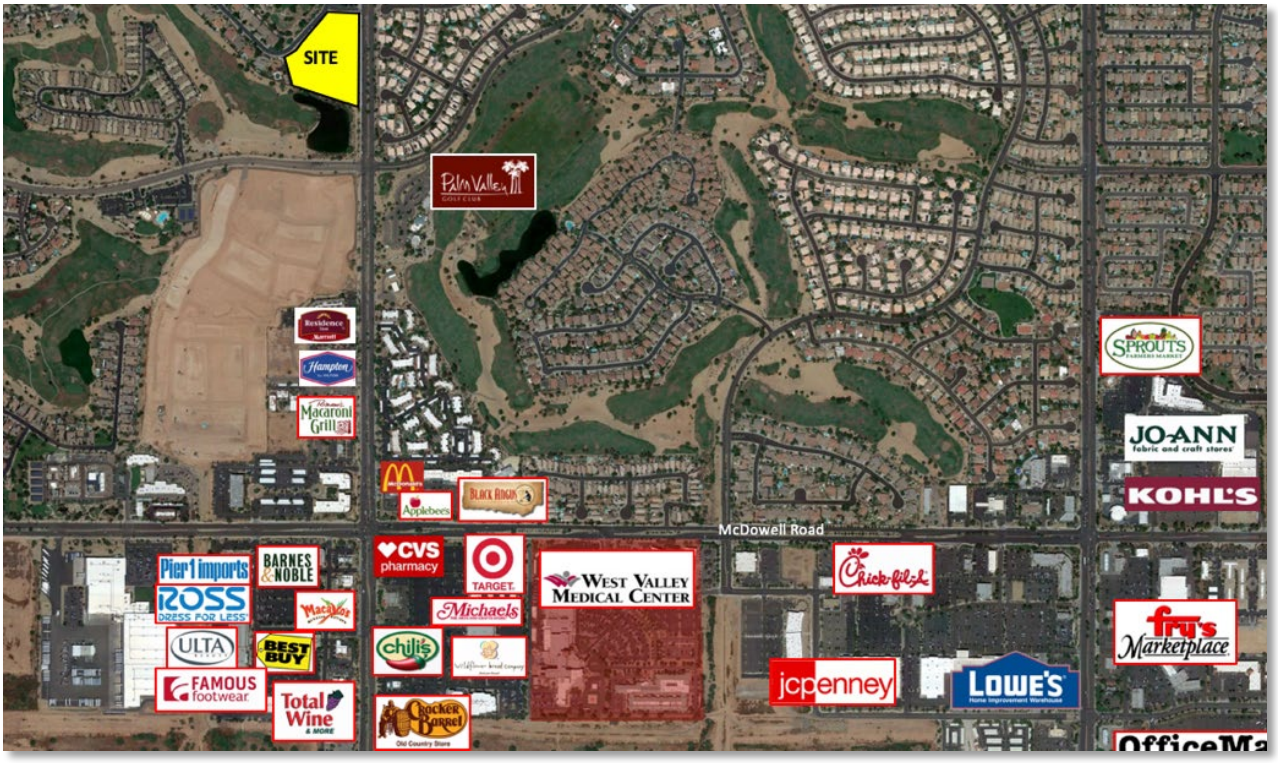
1. *Compliance with the Planned Area Development (PAD), Neighborhood Commercial (C-1) and General Commercial (C-2) zoning districts criteria and regulations and with all applicable State, County and City codes and ordinances. For purpose of this rezoning, C-1 and C-2 correspond to the Developer's NC (Neighborhood Commercial) and MUC (Mixed Use Commercial) designations, respectively;*

VII. COMPATIBILITY WITH SURROUNDING AREA

The surrounding properties to this site are mature and completely built out. West of the Property is an established residential development Palm Valley Phase II with homes located contiguous to the golf course; to the East are existing residential homes; Palm Valley Phase I separated by Litchfield Road. North of the property is commercial banking and medical offices.

The building has a very residential feel in both its massing and its setbacks. The 101-foot setback on the southwest corner *(Commercial District Standards §3.3.6.c - 50 ft. plus 5 feet of additional building setback for each foot of building height over 30 ft. at the point where such additional building height occurs)* adjacent to a single-family home will be afforded visual privacy. By virtue of our resident profile, sound will not be an issue for our neighbors. Our building and landscape will serve as an optimal buffer from noise which is produced by Litchfield Road for our neighbors.

The location is ideal for the proposed use, because it is close to an established residential area and will blend more appropriately with the residential character. In addition, it will have much less of impact than a commercial-retail use with regards to traffic, lighting, noise, odors and dust that would be associated with typical allowable commercial-retail uses. The current zoning allows uses such as adult novelty stores, automotive repairs, bar/cocktail lounges, drive through window businesses, hotels, pawn shops, restaurants, message establishments, tattoo studios, body piercing studios and microbreweries.



VIII. LOCATION AND ACCESSIBILITY

Located at the Southwest corner of Litchfield Road and West Virginia Avenue. Litchfield Road provides access to Interstate 10 (I-10) located 1 mile south of the Property. I-10 provides easy access to downtown Phoenix to the east and Tucson to the south, while Loop 303 provides access to Flagstaff to the north. The community is also close to shopping and medical services.

IX. LANDSCAPING

The onsite landscape design will be completed in a way to reflect the existing surrounding community planting palate and provide shade areas for residents to sit under. An outdoor pool area with ramada will be provided for the residents along with other shade structures around the site. The overall feel will provide a pleasant residential and serene feel to the Property. Trees to match or complement the existing planting palate will be provided along the property lines adjacent to the existing single-family homes along the east. This will help provide a sense of screening the proposed facility and provide privacy for the homeowners. Landscaping along 140th Avenue park to the west will be designed to match or complement the existing planting.

X. DEVELOPMENT SCHEDULE

This project is expected to begin construction with 12-months of Use Permit approval subject to site plan review and approval, construction document reviews and approvals and issuance of construction building permits. The construction will take approximately 18-months. This project will not be phased.

XI. USE PERMIT COMPLIANCE TO ZONING ORDINANCE

Section 1.3-. of the City of Goodyear Zoning Ordinance specifies the requirements necessary for a Use Permit to be approved or approved with conditions. These are as follows:

1. *will not be materially detrimental to persons residing or working in the vicinity adjacent to the Property, to the neighborhood, or to public welfare, and;*
2. *that the proposed use is reasonably compatible with uses permitted in the surrounding area.*

The proposed use is for an assisted living facility which is far less intensive and intrusive than a General Commercial encourages. The proposed site is currently zoned C-2 which allows for such a facility with a Use Permit. Based upon these statements, the proposed Assisted Living facility meets the City of Goodyear Zoning Ordinance and appropriateness for a Use Permit.

SITE PLAN NOTES

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING: a.

a. Engineering Design Standards and Policies Manual
b. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
c. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
d. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
e. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO

ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.

f. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
g. IFALLPLANTINGSARENOTACCEPTABLEATTHEEND OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

3. GREASE AND OIL INTERCEPTORS SHALL BE CONSTRUCTED OF IMPERVIOUS MATERIALS CAPABLE OF WITHSTANDING ABRUPT AND EXTREME CHANGES IN TEMPERATURE. THEY SHALL BE WATERTIGHT, OF SUBSTANTIAL CONSTRUCTION AND EQUIPPED WITH EASILY REMOVABLE COVERS. WHEN BOLTED COVERS ARE REQUIRED, THEY SHALL BE GAS-TIGHT AND WATERTIGHT.

4. FIRE REQUIREMENTS
   A. (IFC 506.1) KNOX BOXES ARE REQUIRED AT THE FRONT ENTRANCE OF ALL BUILDINGS AND AT ANY FIRE SPRINKLER RISER ROOM. ADDITIONAL KNOX BOXES WILL ALSO BE REQUIRED AT ANY DOOR TO AN INTERIOR ROOF ACCESS, ELECTRICAL ROOM, HAZARDOUS AREA OR FOR LARGE OR COMPLEX BUILDINGS. SHOW THE LOCATION OF THE KNOX BOXES ON THE SITE PLAN FOR EVALUATION.
   B. (IFC 506.4) KNOX KEY BOXES ARE REQUIRED AT THE GATES LEADING TO THE POOL AREA. SHOWS THESE ON THE SITE PLAN.
   C. IFC 507.5.1/EDS&PM 5.1.6(B)(2)(B)(3)) FIRE HYDRANTS ARE REQUIRED TO BE PLACED AROUND ALL STRUCTURES SO THAT ALL EXTERIOR PORTIONS OF THE STRUCTURES ARE WITHIN FOUR HUNDRED (400) FEET HOSE LAY DISTANCE TO A FIRE HYDRANT. THE MAXIMUM DISTANCE BETWEEN FIRE HYDRANTS, WHERE MULTIPLE FIRE HYDRANTS ARE REQUIRED, IS TO BE THREE HUNDRED (300) FEET HOSE LAY DISTANCE. NEW AND PROPOSED FIRE HYDRANTS WILL NEED TO BE SHOWN ON THE SITE PLAN FOR EVALUATION.
   D. (IFC 510) ALL BUILDINGS ARE REQUIRED TO BE EVALUATED FOR EMERGENCY RESPONDER RADIO COVERAGE (ERRC) INSIDE THE BUILDING. AN ERRC SYSTEM MAY BE REQUIRED FOR BUILDINGS THAT DO NOT PROVIDE MINIMUM COVERAGE, AS SHOWN BY CERTIFIED TESTING. PROVIDE A NOTE ON THE SITE PLAN THAT AN ERRC SYSTEM MAY BE REQUIRED FOR THE BUILDING AND THAT ON-SITE, CERTIFIED TESTING IS REQUIRED WHEN CONSTRUCTION HAS BEEN COMPLETED BEFORE FINAL APPROVAL FOR A CERTIFICATE OF OCCUPANCY CAN BE PROVIDED. SHOULD TESTING SHOW THAT AN ERRC IS REQUIRED, FINAL APPROVAL FOR THE CERTIFICATE OF OCCUPANCY WILL NOT BE PROVIDED UNTIL THE SYSTEM IS INSTALLED, TESTED, AND APPROVED. SEPARATE SUBMITTALS AND PERMITTING IS REQUIRED FOR AN ERRC SYSTEM.
   E. (IFC 903.2) ALL NEW BUILDINGS WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED. ANY FIRE PUMP ROOM AND/OR FIRE

SPRINKLER RISER LOCATIONS ARE TO BE NOTED ON THE SITE PLAN FOR ACCESS EVALUATION.

   F. (IFC 403.8) A FIRE SAFETY AND EVACUATION PLAN IS REQUIRED FOR ALL GROUP "I" INSTITUTIONAL OCCUPANCIES. THE FIRE SAFETY AND EVACUATION PLAN SHALL COMPLY WITH SECTION 404 OF THE INTERNATIONAL FIRE CODE AND IS TO BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW AND APPROVAL. PROVIDE A NOTE ON THE SITE PLAN DETAILING THIS REQUIREMENT.
   G. (IFC 503.1.1) ALL EXTERIOR PORTIONS OF THE 1ST FLOOR OF A BUILDING IS TO BE LOCATED WITHIN ONE HUNDRED FIFTY (150) FEET TRAVEL DISTANCE FROM AN APPROVED, FIRE APPARATUS ACCESS ROAD (FIRE LANE). A CLASS 1 STANDPIPE CONNECTION IS REQUIRED TO SERVE THE COURTYARD AREA. SHOW THE STANDPIPE REQUIREMENT ON THE SITE PLAN.

LEGAL DESCRIPTION – PALM VALLEY PHASE II PARCEL 7
A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 0° 14' 50" EAST AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF FOUR ONE 417.30 FEET ; THENCE NORTH 89°45' 10" WEST AND PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGGINING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 71° 33' 48" WEST, A DISTANCE OF 747.33 FEET; THENCE NORTH45° 29' 45" WEST, A DISTANCE OF 970.00 FEET; THENCE NORTH 8° 56' 24" WEST, A DISTANCE OF 582.68 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1942.00 FEET AN WHOSE CENTER BEARS NORTH 17° 39' 20" WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40° 24' 47", AN ARC LENGTH OF 149.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 67° 55' 53" EAST, A DISTANCE OF 622.79 FEET; THENCE NORTH 69° 50' 26" EAST, A DISTANCE OF 295.60 FEET; THENCE S 23° 53' 09" WEST, A DISTANCE OF 20.86 FEET; THENCE SOUTH 22° 04' 07" EAST A DISTANCE OF 162.96 FEET TO A POINT OF A CURVE, CONCAVE NORTHEASTERLY, HAVE IN A RADIUS 570.00 FEET; THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6° 38' 35", ARE AN ARC LENGTH OF 66.09 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH67° 29' 17" EAST, A DISTANCE OF 33 5.40 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, AND GOING TO RADIUS OF 2799.79 FEET AND WHO CENTER BEARS S 73° 55' 53" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 18'57 ", AN ARC LENGTH OF 797.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0° 14' 50" WEST, A DISTANCE OF 990.18 FEET TO THE TRUE POINT OF BEGINNING.
LEGAL DESCRIPTION – PARCEL TRACT D (SUBJECT PROPERTY)
TRACT D, PALM VALLEY PHASE II PARCEL 7, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 628 OF MAPS, PAGE 36.

BENCHMARK
FOUND 3" CITY OF GOODYEAR BRASS CAP IN HANDHOLD AT INTERSECTION OF N. LITCHFIELD ROAD AND W. MCDOWELL ROAD. CITY OF GOODYEAR BENCHMARK POINT NUMBER G343
ELEVATION = 992.71 NAVD'88

COGBM PT.	GOODYEAR NORTHING	GOODYEAR EASTING	ELEVATION NAVD88	INVENTORY DISCRIPTION	GOODYEAR DISCRIPTION	CROSS STREET 1	CROSS STREET 2	ELEVATION NGVD1929
G343	896,787	565,374	992.71	3INCOG BCHH	BR. Cap in Handhole	Litchfield Road	Mc Dowell Rd.	990.73

BASIS OF BEARING
THE EAST LINE OF THE NORTHEAST QUARTER SECTION 33. SAID LINE BEARS SOUTH 00 DEGREES 15 MINUTES 01 SECONDS WEST

FLOOD ZONE
ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2155M, DATED 09/18/ 2020, THIS PROPERTY IS LOCATED IN FLOOD ZONE X IN (SHADED) . AREAS OF 0.2% ANNUAL CHANGE FLOOD; AREAS OF 1% ANNUAL CHANGE FLOOD WITH AVERAGE DEPTH OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANGE FLOOD.

KEYNOTES (1)

1. NEW DRIVE PER C.O.G. STANDARDS.
2. EXISTING CURB & GUTTER TO BE REMOVED.
3. ACCESSIBLE DRIVEWAY 5' WIDE MIN.
4. ACCESSIBLE CURB RAMP.
5. 5' SIDEWALK, TYP.
6. SITE AMENITY.
7. ENTRY MONUMENT SIGN.
8. VISIBILITY TRIANGLE PER C.O.G. STANDARDS, TYP.
9. BIKE PARKING.
10. NEW SITE WALL.
11. PARKING CANOPY.
12. TRASH ENCLOSURE/DUMPSTER FULLY ENCLOSED.
13. LOADING 10'x50'.
14. COVERED GOLF CART PARKING.
15. MAIN ENTRY / PORTE COCHERE.
16. BUILDING STAIR / EXIT.
17. MAINTENANCE GARAGE.
18. DECELERATION LANE.

SYMBOLS:

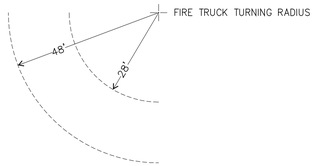
PROPERTY LINE

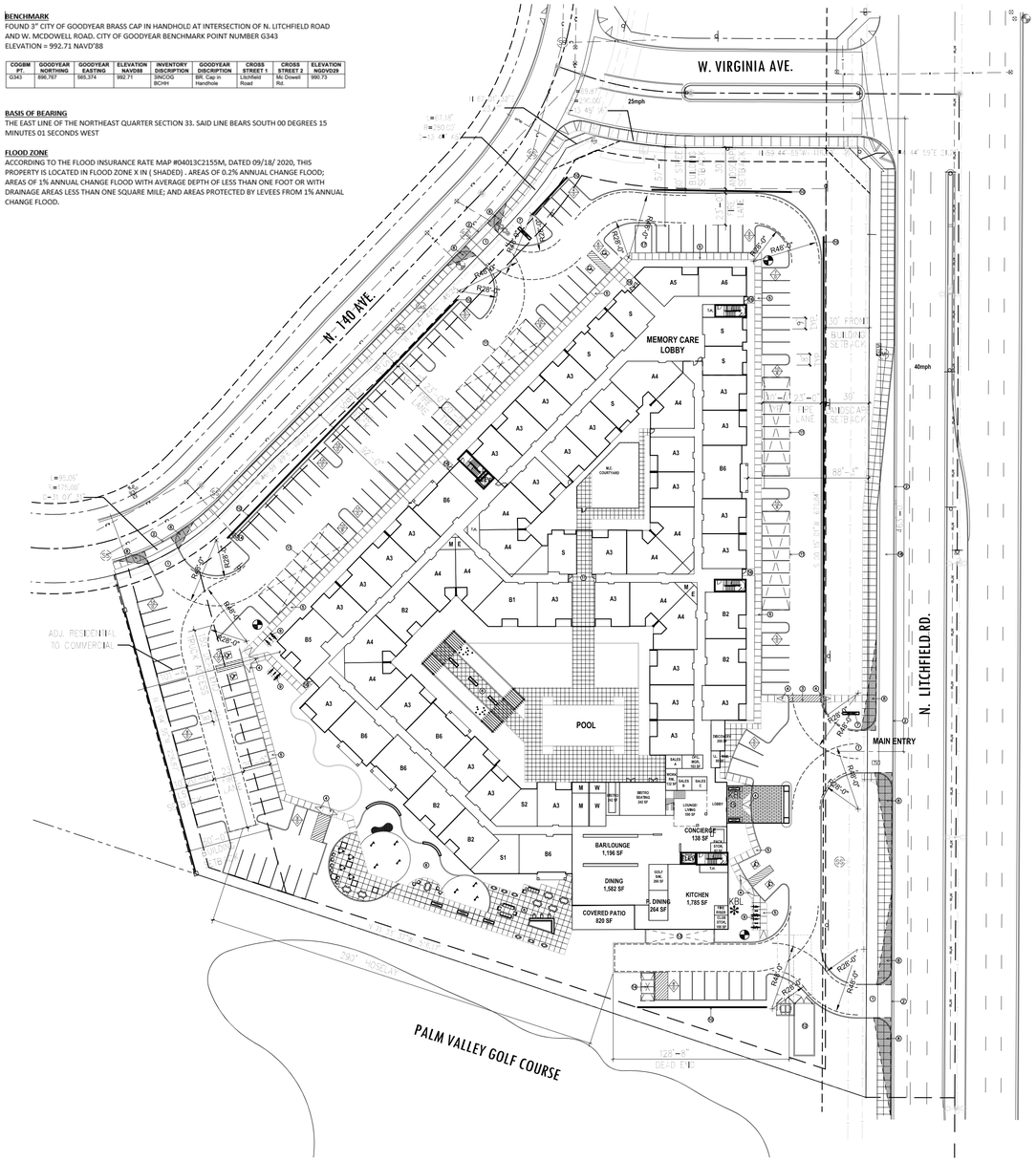
DENOTES NEW FIRE HYDRANT

KBL DENOTES KNOX BOX LOCATION

DENOTES FIRE DEPARTMENT CONNECTION

DENOTES 11' WIDE x 18' DEEP ACCESSIBLE PARKING SPACE WITH 5' ACCESS ISLE





SITE PLAN
SCALE: 1" = 50'-0"

DEVELOPMENT DATA:

PROJECT DESCRIPTION :
SUNTEREO REAL ESTATE SERVICES, LLC INTENDS TO DEVELOP "THE FAIRWAYS AT PALM VALLEY" ASSISTED LIVING FACILITY (FOR RENT) ON THE NORTHWEST CORNER OF LITCHFIELD RD. AND PALM VALLEY BLVD.

ZONING: APN: 501-76-824
EXISTING: MUC C2 PAD ZONING

SITE AREA: GROSS: 338,243 S.F. / 7.76 ACS.
NET: 267,905 S.F. / 6.15 ACS.

BUILDING HEIGHT :
ALLOWED: 56'-0" FT. MAX. (C-2)
PROPOSED: 31'-6" FT. (2 STORY)

DWELLING UNIT / DENSITY:

STUDIOS (S UNITS)	18 D.U.	14%
ONE BEDROOM (A UNITS)	64 D.U.	48%
ONE BEDROOM/DEN (A UNITS)	24 D.U.	18%
TWO BEDROOM (B UNITS)	26 D.U.	20%
TOTALS	132 D.U.	

DENSITY: 132 / 6.15 ACS = 21.46

CONSTRUCTION TYPE: V-A & III-A
SPRINKLER SYSTEM: NFPA 13

BUILDING SETBACKS:

	REQUIRED	PROVIDED
FRONT	30'	88'-3"
SIDE	20'	92'-0"
REAR (ADJ. TO RES.)	60'	104'-8"
STREET SIDE	30'	57'-2"

PARKING:
PARKING REQUIRED
0.75 / UNIT 130 X .75 = 98 PS

PARKING PROVIDED
TOTAL PROVIDED . . . . . 159 PS.

PARKING RATIO 159 ÷ 132 =1.20 PS/DU.

BICYCLE PARKING:
REQUIRED: 1 PER 10 VEHICLE (159÷10) = 16 P.S.
PROVIDED ON SITE: . . . . . 24 P.S.
TOTAL PROVIDED: . . . . . 24 P.S.

OCCUPANCY TYPE:
MEMORY CARE I-2
ASSISTED LIVING I-1
COMMONS A2/A3/B

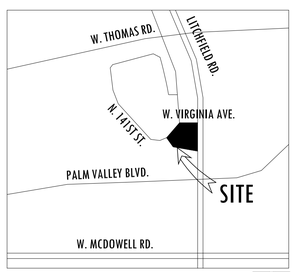
(IFC 503.3) Fire lanes are required to be identified and properly marked. Fire lanes are to be marked using signage, or if approved, red painted curbing With white lettering. Signage is to be installed at the beginning and end Of each fire lane with sign space no more than one hundred (100) feet apart.

(IFC 506.1) Knox boxes are required at the front entrance of all buildings and at any fire sprinkler riser room. Additional Knox boxes will also required at any door to an interior roof access, electrical room, hazardous area or for large or complex buildings.

PROPERT DATA
QUARTER SECTION: TO2N RO1W 33
APN: 501-76-824
RECORDING NUMBER: 2003-0372240
RECORDING BOOK AND PAGE: BOOK 628 PAGE 36
SUBDIVISION NAME/PAD: PALM VALLEY PHASE II

ZONING DESIGNATIONS FOR ALL ADJACENT LAND:

NORTH - VIRGINIA AVENUE (PAD) C-2
WEST – NORTH 140TH AVENUE/(PAD) R1-10
EAST – LITCHFIELD ROAD/(PAD) R1-6
SOUTH – (PAD) GOLF COURSE



VICINITY MAP:
NOT TO SCALE

ORB ARCHITECTURE, LLC
MR. RICH BARBER, AIA
MARCH18, 2021
JOB NO: 20-202
SCALE: 1" = 50'-0"
2944 N. 44TH STREET
SUITE 101
PHOENIX, AZ 85018
(602) 957-4530

THE FAIRWAYS AT PALM VALLEY

NWC LITCHFIELD RD. & W. PALM VALLEY BLVD.
GOODYEAR, ARIZONA

The Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
07 12 21
ARIZONA, U.S.A.
Expires 3/31/2023

SHEET 1 OF 1 SHEET

DATE: MARCH 18, 2021 ORB # 20-202

A1.10

SITE PLAN

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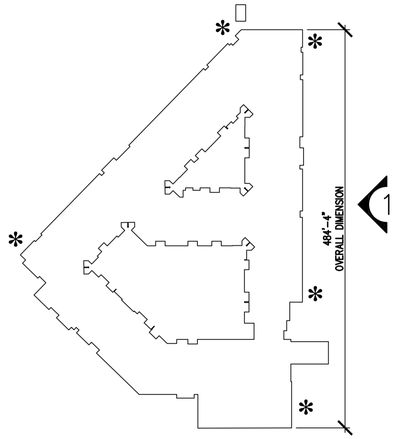

KEYMAP

1	2001 - 2008 1001 - 1008
1001	

NUMBERS:

UNIT NUMBERS SHALL BE POSTED ABOVE OR TO THE SIDE OF THE ENTRANCE DOOR. NUMBERS SHALL BE A MINIMUM 4" HIGH, WITH 1/2" STROKE. NUMBERS ON GLASS SHALL BE WHITE (IF THE GLASS IS TINTED, NUMBERS SHALL BE POSTED ON THE EXTERIOR OF THE GLASS).
THE BUILDING NUMBER SHALL BE A MINIMUM 6" HIGH WITH A 3/4" STROKE. THE UNIT NUMBERS SHALL BE A MINIMUM 4" HIGH WITH A 1/2" STROKE.

NOTE:

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THE NUMERAL ADDRESS SHALL BE A MINIMUM OF 12 INCHES TALL IN 2-INCH STROKE, CONTRAST THE FACILITY COLORS, AND POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.

01 BUILDING NUMBER SIGNAGE

NOT TO SCALE

* BUILDING NUMBER SIGN LOCATION SEE **DETAIL 01/A3.40.** COORDINATE FINAL LOCATION WITH FIRE DEPARTMENT.

Exterior Color Pallet

MATERIAL KEY NOTES:

- (A) STUCCO FINISH SYSTEM SHERWIN WILLIAMS SW7541 "GRECIAN IVORY"
- (B) STUCCO FINISH SHERWIN WILLIAMS SW7055 "ENDURING BRONZE"
- (C) STUCCO FINISH SHERWIN WILLIAMS SW7103 "WHITETAIL"
- (D) STUCCO FINISH SHERWIN WILLIAMS SW7543 "AVENUE TAN"
- (E) BRICK VENEER CORONADO STONE "CAROLINE RUBBLE SANDSTONE"
- (F) STEEL FRAMED RAILINGS/CANOPY COLOR SHERWIN WILLIAMS SW7055 "ENDURING BRONZE"
- (G) ALUMINUM WINDOW/STOREFRONT FRAME COLOR "BLACK"
- (H) EAGLE ROOF TILE 2549 "SANTA PAULA"
- (I) DOOR AND FRAME TO MATCH ADJACENT WALL COLOR

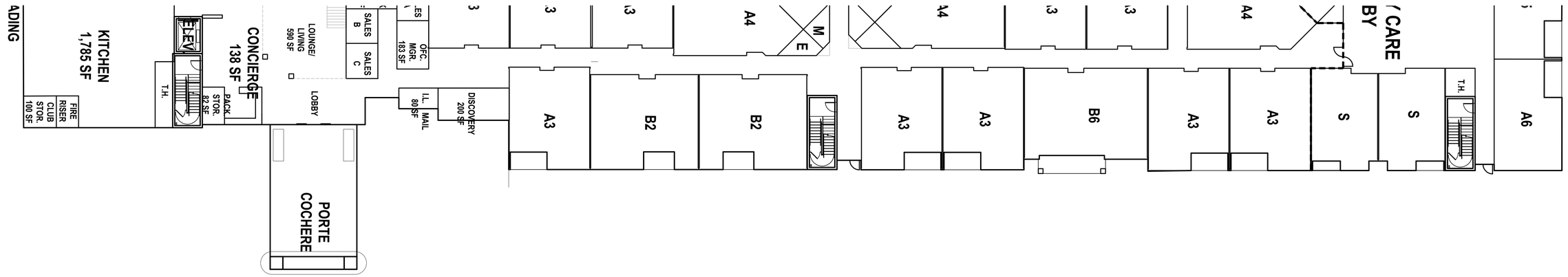
THE FAIRWAYS AT PALM VALLEY

NWC LITCHFIELD RD. & W. PALM VALLEY BLVD.
GOODYEAR, ARIZONA

The Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

1 EAST ELEVATION

SCALE: 1/16" = 1'-0"



EAST BUILDING FLOOR PLAN

SCALE: 1/16" = 1'-0"

DATE: MARCH 12, 2021 ORB # 20-202

A3.40

BUILDING ELEVATIONS
ELEVATIONS

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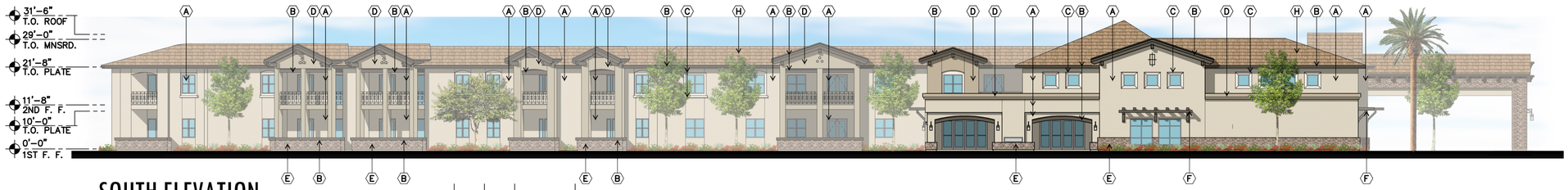
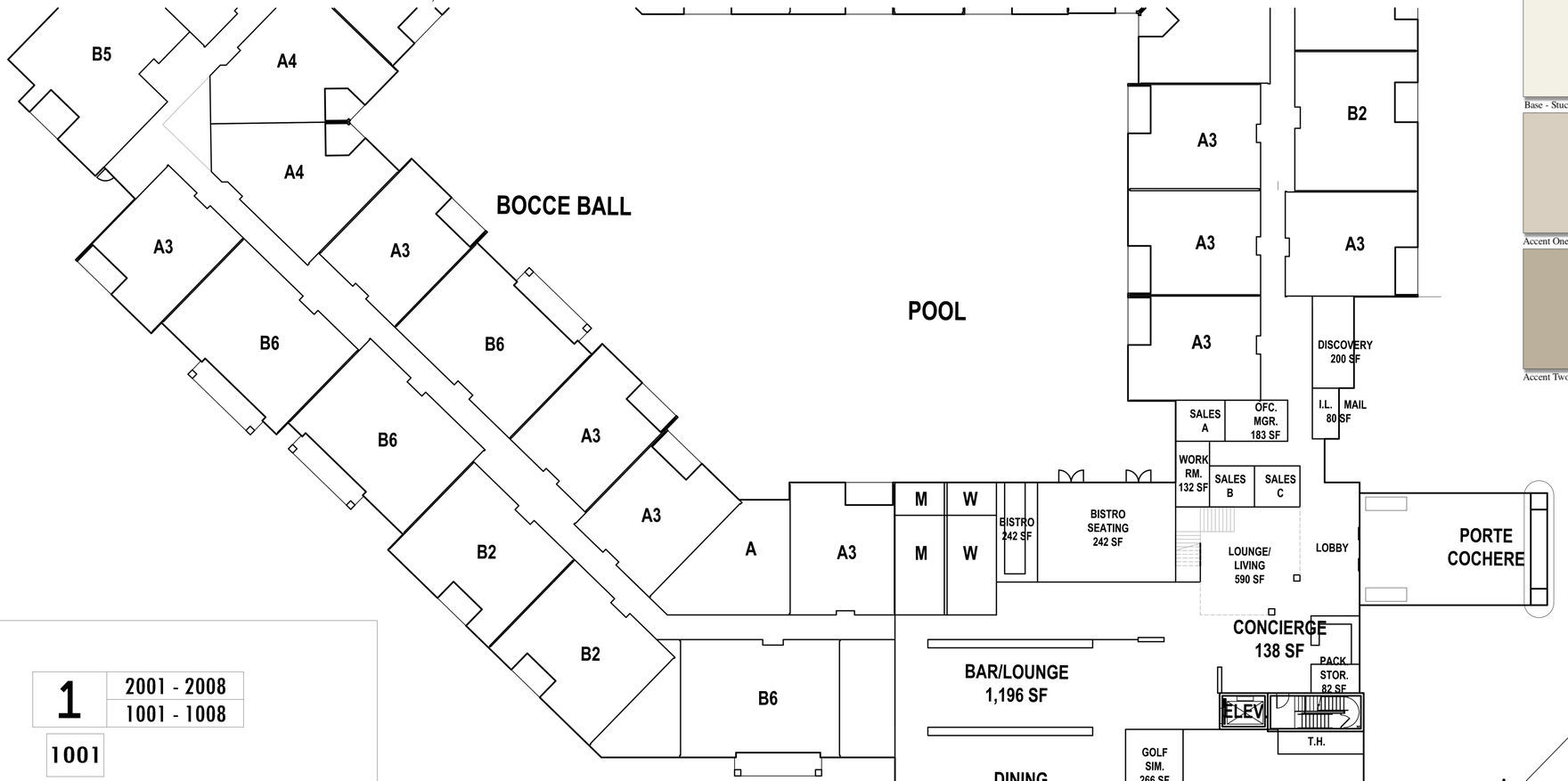


2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH BUILDING FLOOR PLAN

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1	2001 - 2008
	1001 - 1008

1001

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01 BUILDING NUMBER SIGNAGE

NOT TO SCALE

* BUILDING NUMBER SIGN LOCATION SEE **DETAIL 01/A3.40.** COORDINATE FINAL LOCATION WITH FIRE DEPARTMENT.

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UCCO FINISH SYSTEM SHERWIN WILLIAMS V7541 "GRECIAN IVORY"

UCCO FINISH SHERWIN WILLIAMS SW7055 NDURING BRONZE"

UCCO FINISH SHERWIN WILLIAMS SW7103 /HITETAIL"

UCCO FINISH SHERWIN WILLIAMS SW7543 VENUE TAN"

RICK VENEER CORONADO STONE "CAROLINE JBBLE SANDSTONE"

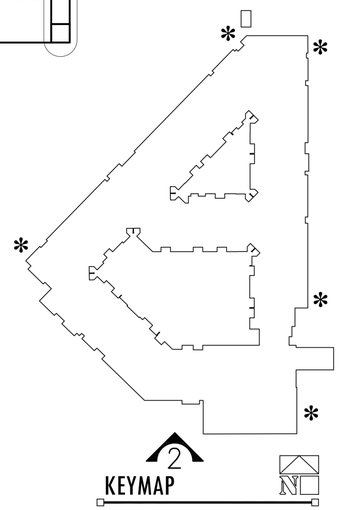
EEL FRAMED RAILINGS/CANOPY COLOR HERWIN WILLIAMS SW7055 "ENDURING RONZE"

UMINUM WINDOW/STOREFRONT FRAME OLOR "BLACK"

NGLE ROOF TILE 2549 "SANTA PAULA"

OR AND FRAME TO MATCH ADJACENT ALL COLOR

Exterior Color Pallet



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ARIZONA, U.S.A.
Expires 3/31/2023

DATE: MARCH 12, 2021 ORB # 20-202

A3.41

BUILDING ELEVATIONS
ELEVATIONS

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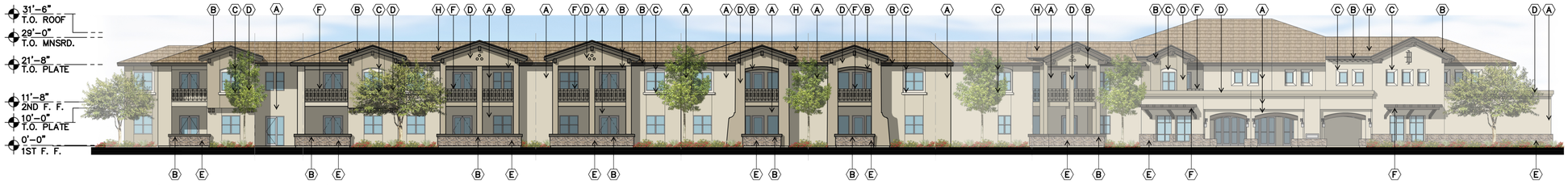
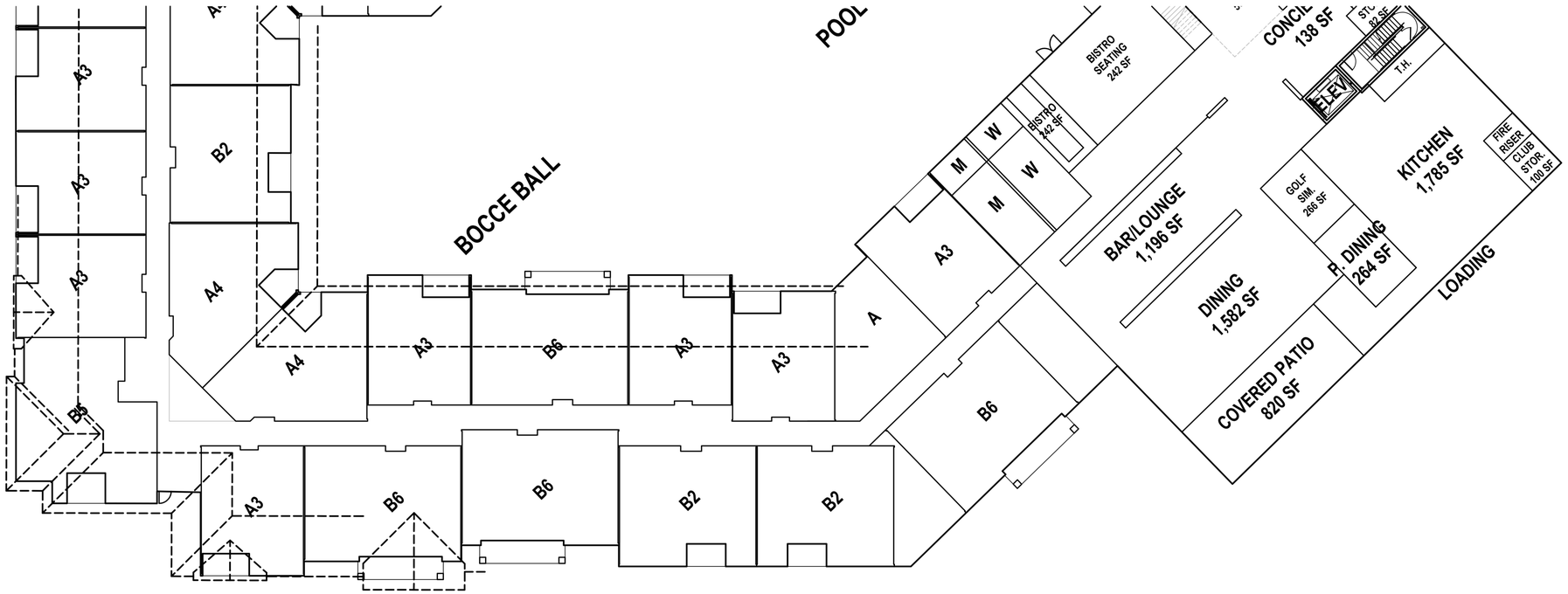


3 SOUTHWEST ELEVATION

SCALE: 1/16" = 1'-0"



SOUTHWEST BUILDING FLOOR PLAN

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Exterior Color Pallet

1	2001 - 2008
	1001 - 1008

1001

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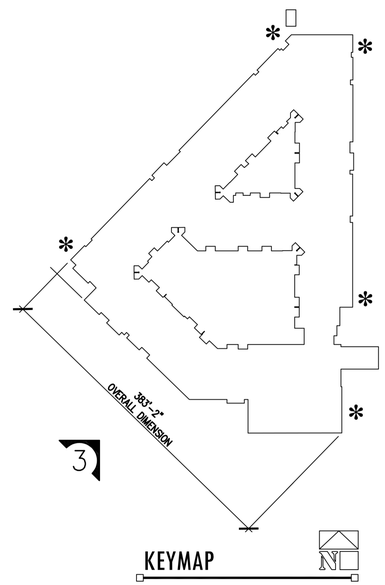

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A3.42

BUILDING ELEVATIONS
ELEVATIONS

FILE: T:\Orb\ORB Job Files\20-202_SL_Goodyear SL\CAD Files\Preliminary\20202 A3.40 Bldg Elevations.dwg USER:rj DATE:Mar. 15 2021 TIME: 03:50 pm

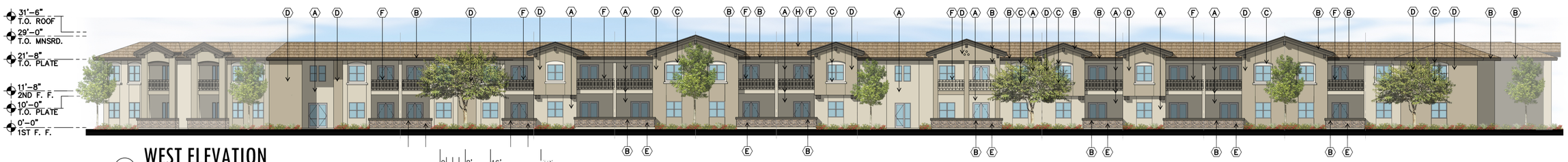
THE FAIRWAYS AT PALM VALLEY

NWC LITCHFIELD RD. & W. PALM VALLEY BLVD.
GOODYEAR, ARIZONA

LLC Office of Rich Barber Architecture, ORB

WorldHQ@ORBArch.com

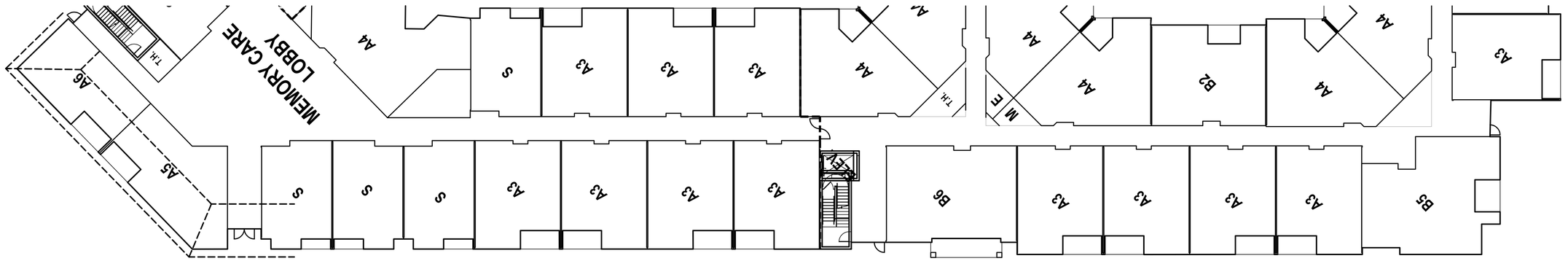
REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
03 / 12 / 21
ARIZONA, U.S.A.
Expires 3/31/2023



4 WEST ELEVATION

0 8' 16' 32'

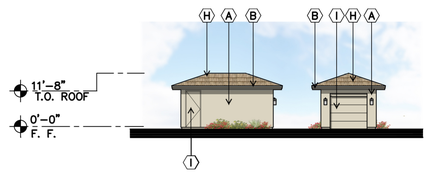
SCALE: 1/16" = 1'-0"



WEST BUILDING FLOOR PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"



5 MAINTENANCE GARAGE ELEVATIONS

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

1	2001 - 2008 1001 - 1008
1001	

NUMBERS:

UNIT NUMBERS SHALL BE POSTED ABOVE OR TO THE SIDE OF THE ENTRANCE DOOR. NUMBERS SHALL BE A MINIMUM 4" HIGH, WITH 1/2" STROKE. NUMBERS ON GLASS SHALL BE WHITE (IF THE GLASS IS TINTED, NUMBERS SHALL BE POSTED ON THE EXTERIOR OF THE GLASS).
THE BUILDING NUMBER SHALL BE A MINIMUM 6" HIGH WITH A 3/4" STROKE. THE UNIT NUMBERS SHALL BE A MINIMUM 4" HIGH WITH A 1/2" STROKE.

NOTE:

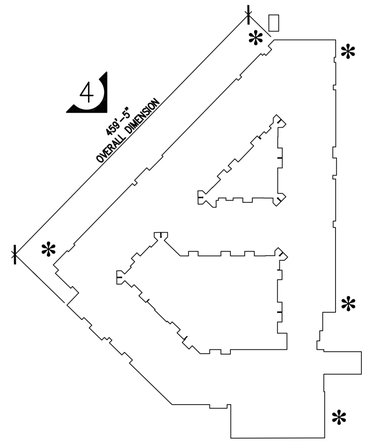
1. REFER TO BUILDING AND UNIT NUMBERING ON SITE PLAN FOR ACTUAL NUMBERS., BUILDING NUMBERS SHALL BE IN ACCORDANCE WITH CITY OF GOODYEAR DESIGN GUIDELINES.
2. BUILDING NUMBERING SHALL BE EASILY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.

THE NUMERAL ADDRESS SHALL BE A MINIMUM OF 12 INCHES TALL IN 2-INCH STROKE, CONTRAST THE FACILITY COLORS, AND POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.

01 BUILDING NUMBER SIGNAGE

NOT TO SCALE

* BUILDING NUMBER SIGN LOCATION SEE **DETAIL 01/A3.41.** COORDINATE FINAL LOCATION WITH FIRE DEPARTMENT.



KEYMAP

MATERIAL KEY NOTES:

- (A) STUCCO FINISH SYSTEM SHERWIN WILLIAMS SW7541 "GRECIAN IVORY"
- (B) STUCCO FINISH SHERWIN WILLIAMS SW7055 "ENDURING BRONZE"
- (C) STUCCO FINISH SHERWIN WILLIAMS SW7103 "WHITETAIL"
- (D) STUCCO FINISH SHERWIN WILLIAMS SW7543 "AVENUE TAN"
- (E) BRICK VENEER CORONADO STONE "CAROLINE RUBBLE SANDSTONE"
- (F) STEEL FRAMED RAILINGS/CANOPY COLOR SHERWIN WILLIAMS SW7055 "ENDURING BRONZE"
- (G) ALUMINUM WINDOW/STOREFRONT FRAME COLOR "BLACK"
- (H) EAGLE ROOF TILE 2549 "SANTA PAULA"
- (I) DOOR AND FRAME TO MATCH ADJACENT WALL COLOR

Exterior Color Pallet

THE FAIRWAYS
Senior Living Active Community

Colors are approximate

DATE: MARCH 12, 2021 ORB # 20-202

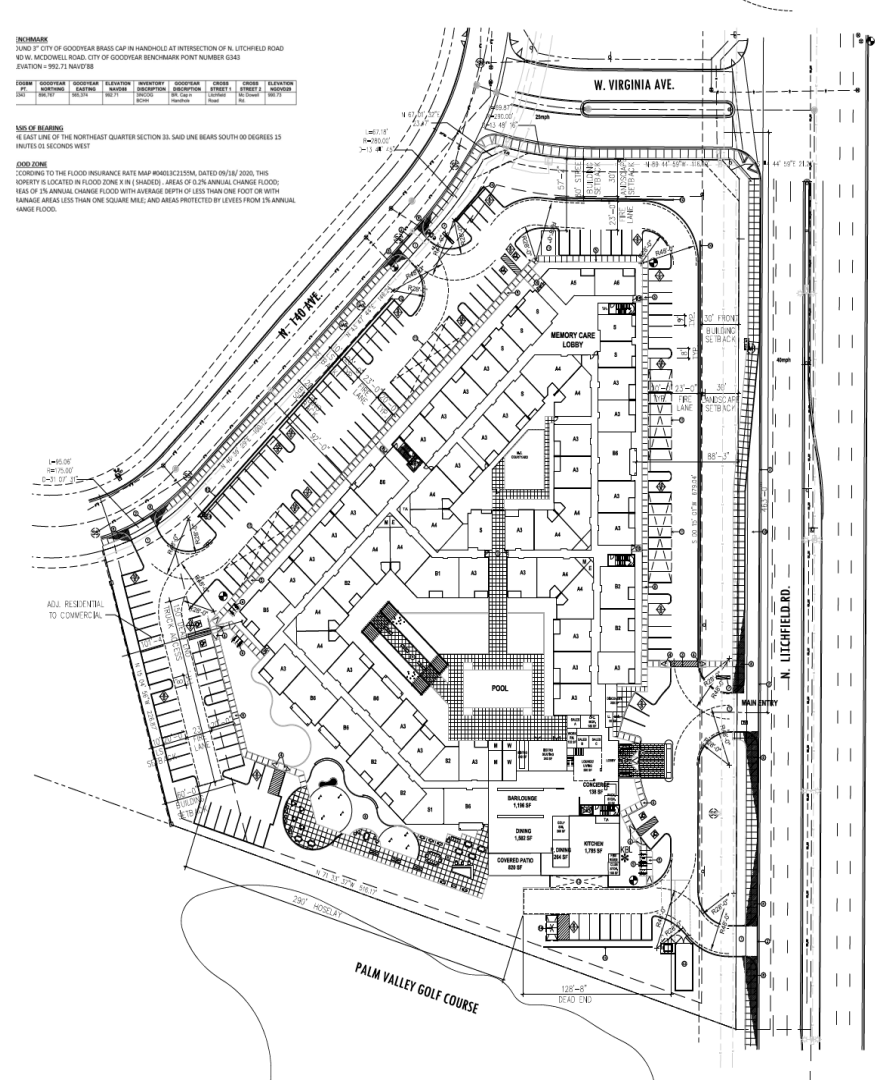
A3.43

BUILDING ELEVATIONS
ELEVATIONS

FILE: T:\Orb\ORB Job Files\20-202_SL_Goodyear SL\CAD Files\Preliminary\20202 A3.40 Bldg Elevations.dwg USER:rj DATE:Mar. 15 2021 TIME: 03:55 pm

Fairways at Palm Valley
Assisted Living Facility
Use Permit

- 6.15 acres at the SWC of Litchfield Road & Virginia Avenue, north of Palm Valley Boulevard
- C-2, General Commercial parcel within the Palm Valley Phase II PAD
- Assisted Living Facilities may be developed in C-2 with a Use Permit



- Two-story building, approximately 32 ft in height
- 132 units, averaging 780 sq. ft.
- Community and fitness amenities provided
- Residents will receive any assistance needed with daily routines
- Accessed from Litchfield Road & 140th Avenue

Landscape plan rendering

- Perimeter landscaping
- Two central green/recreation areas
- Gathering/recreation area along the golf course
- Landscaped entrances from Litchfield Road & 140th Avenue

1 EAST ELEVATION

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

4 WEST ELEVATION

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

Evaluation Criteria for a Use Permit

FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY

- The Use Permit will not be materially detrimental to persons residing or working in the vicinity, to the neighborhood, or to the public welfare
  - A two-story assisted living residential facility should not be detrimental to residents or workers in the area
  - A well-maintained, architecturally compatible facility should not be detrimental to the neighborhood or the public

Evaluation Criteria for a Use Permit

FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY

- The proposed use is reasonably compatible with uses permitted in the surrounding area.
  - The C-2, General Commercial zoning was approved in 2001 for the purpose of providing a transition from Litchfield Road to the residential further west

Staff finds that the criteria has been met

Public Outreach

FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY

- Three residents concerned about:
  - Home values, privacy, traffic, density, noise & proximity to the neighborhood park
  - Three additional residents appeared at the P&Z Commission meeting and voiced the same concerns
- One resident in support of the use but wanting assurances from applicant re:
  - Safety of kids & adults walking to the park

Planning & Zoning Commission Mtg

FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY

- After hearing residents' concerns, a motion was made to recommend approval with additional stipulations
  - Emergency accesses only on 140th Avenue
  - 15 ft landscape buffers along 140th & adjacent to residential
- Motion failed by vote of 3 to 2 (4 votes required)
- Commission recommendation therefore denial

Recommendation

FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY

- The request meets the Zoning Ordinance criteria for a Use Permit
- Staff recommends approval of the Use Permit subject to the stipulations in the staff report

Questions????

USE PERMIT (Case No: 20-30000012)

FOR

THE FAIRWAYS
AT PALM VALLEY
an assisted living community

2382 North Litchfield Road, Goodyear, Arizona 85395
(Approximately 6.15 acres within the PALM VALLEY II- PAD)

Submitted by Applicant:

Suntereo Real Estate Services, LLC – Scott Laten
2944 North 44th Street, Suite 101 Phoenix, Arizona 85018
telephone: 480.206.2965 email: S.Laten@Suntereo.com

City of Goodyear Planning & Zoning Commission
August 11, 2021

THE FAIRWAYS at Palm Valley

Assisted Living Community

CONTEXT AERIAL

SITE AERIAL

W Virginia Ave

N 141st Ln

N 140th Ave

W Cambridge Ave

W Wilshire Dr

N 138th Ave

W Vernon Ave

N Litchfield Rd

Zoning: C-2 (Allowable Use)
Use Permit (Required)

THE FAIRWAYS
AT PALM VALLEY Senior Living

Community Amenities

- Club House
- Concierge
- Pitch & Putt (3-holes)
- Golf Club Storage
- Fitness Club
- Full-Service Sports Bar
    - Inside and Outside Dining
    - Beer, Wine and Mixed Drinks
    - Golf Simulator
    - Pool Tables, Shuffleboard
    - Bar Seating, High-Tops and Tables
- Resident Business Center & Conference Room
- Theater
- Pet Grooming Area

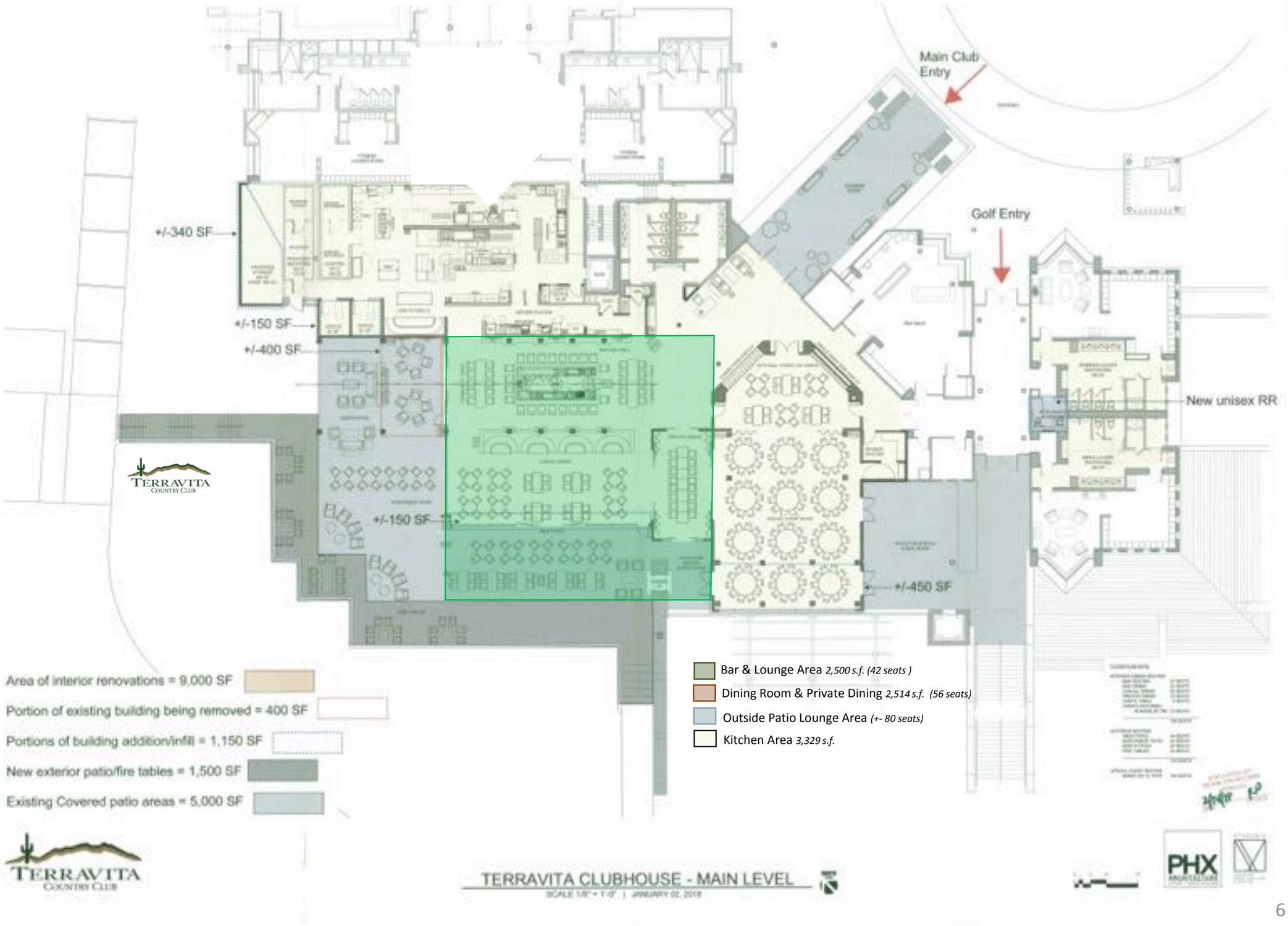
Resident Amenities

- Nine to Ten-Foot Ceilings
- Expansive Kitchens with Islands
- Stainless Steel Appliances
- Full Ceramic-Tile Backsplash
- Washers & Dryers
- Large Pantry And Extra Storage Space
- Large Under-Mount Sinks With Designer Faucets
- Quartz Countertops
- Upgraded Cabinetry
- Ceiling Fans
- USB Outlets In Bedrooms And Kitchens
- Luxury Hard Surface Flooring Throughout
- Private Patio and Balconies

Fitness Amenities

- Fitness Club and Spa
    - Equipment
    - Free Weights
    - Fitness Classes
- Bocce Ball
- Lap Pool
- Therapy Spa

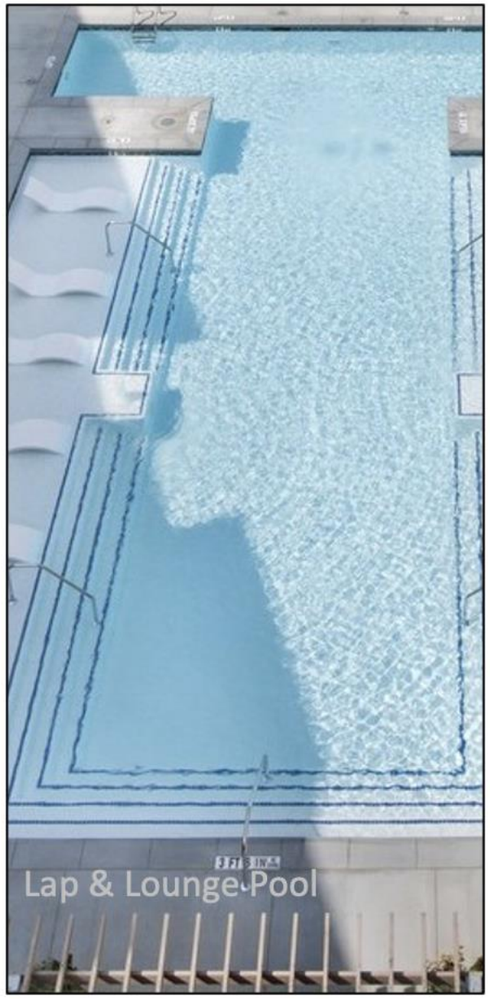
COLOR SITE PLAN

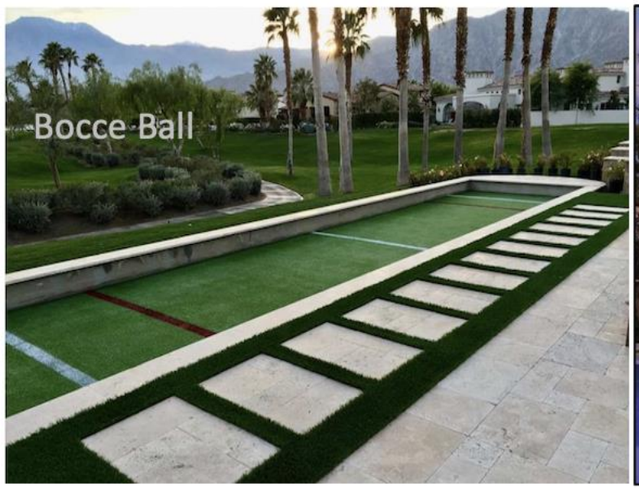

Main Club Entry
Golf Entry
+/-340 SF
+/-150 SF
+/-400 SF
+/-150 SF
+/-450 SF
New unisex RR
TERRAVITA COUNTRY CLUB
Area of interior renovations = 9,000 SF
Portion of existing building being removed = 400 SF
Portions of building addition/infill = 1,150 SF
New exterior patio/fire tables = 1,500 SF
Existing Covered patio areas = 5,000 SF
Bar & Lounge Area 2,500 s.f. (42 seats)
Dining Room & Private Dining 2,514 s.f. (56 seats)
Outside Patio Lounge Area (+- 80 seats)
Kitchen Area 3,329 s.f.
TERRAVITA COUNTRY CLUB
TERRAVITA CLUBHOUSE - MAIN LEVEL
PHX ARCHITECTURE

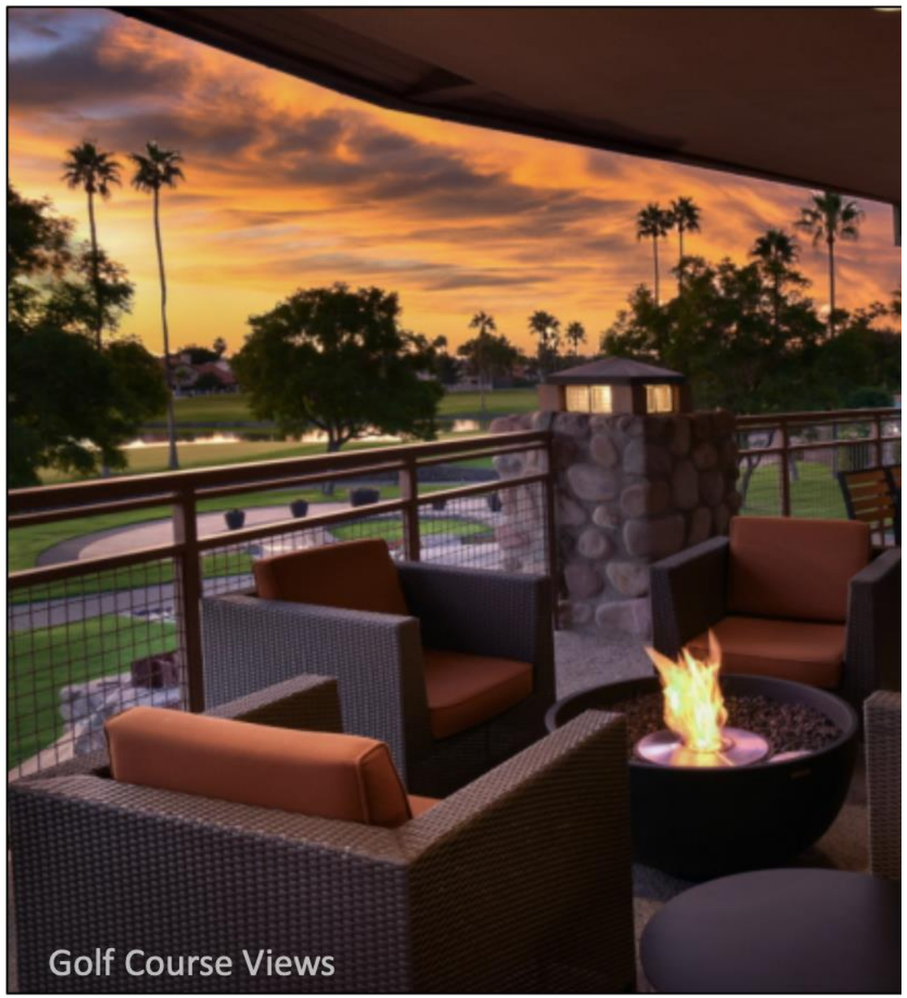
THE FAIRWAYS GOLF COURSE FRONTAGE

9TH HOLE WATER HAZARD

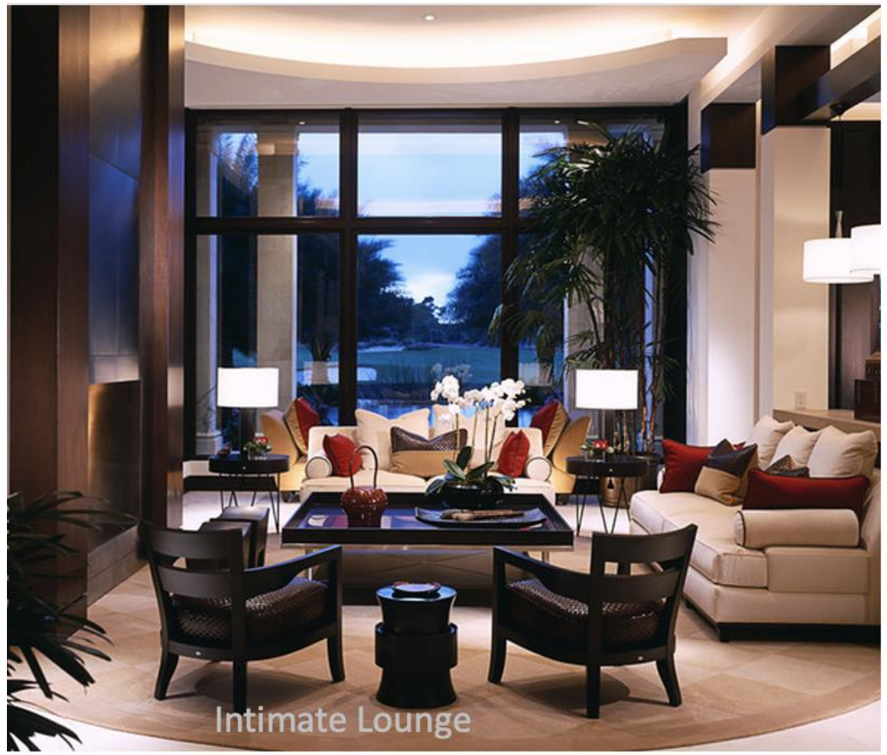
OUTDOOR LIVING







COMMON AREAS

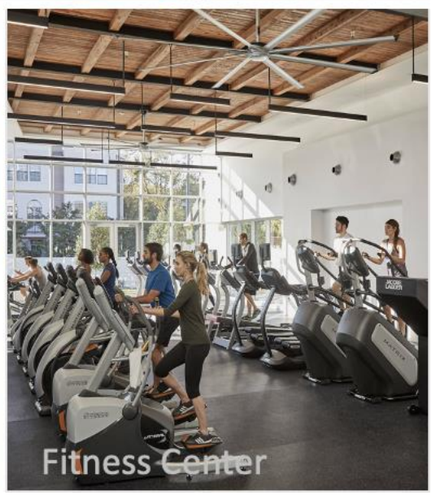

Intimate Lounge

Ninth Hole View Sports Bar

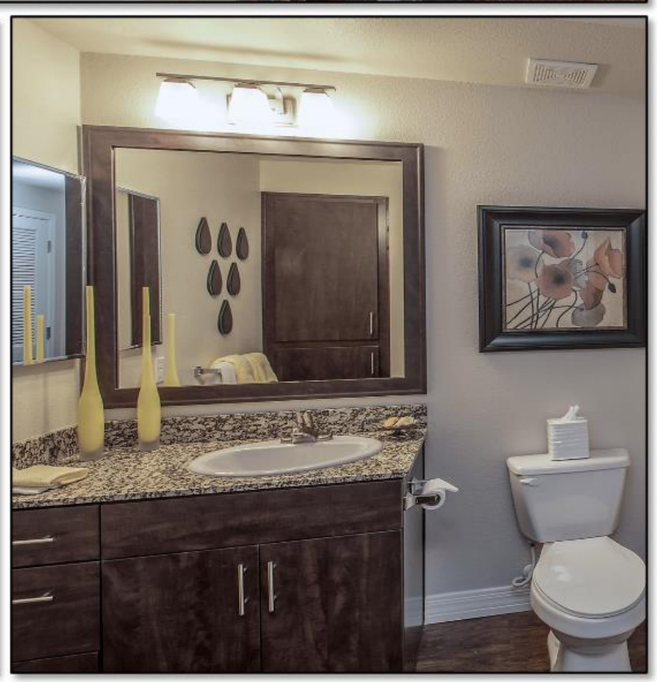
Billiards

Yoga & Pilates

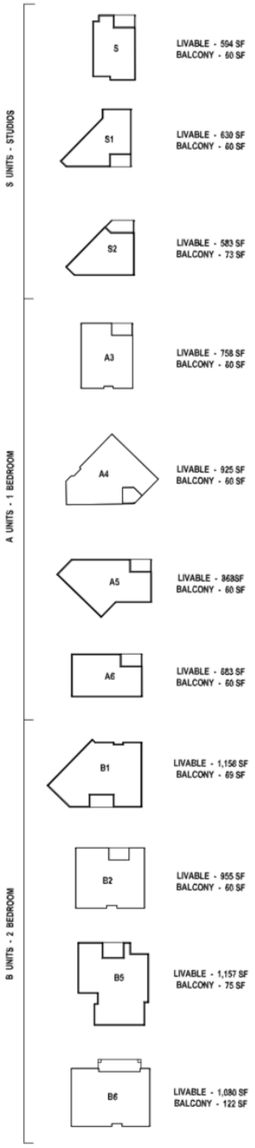
Golf Simulators

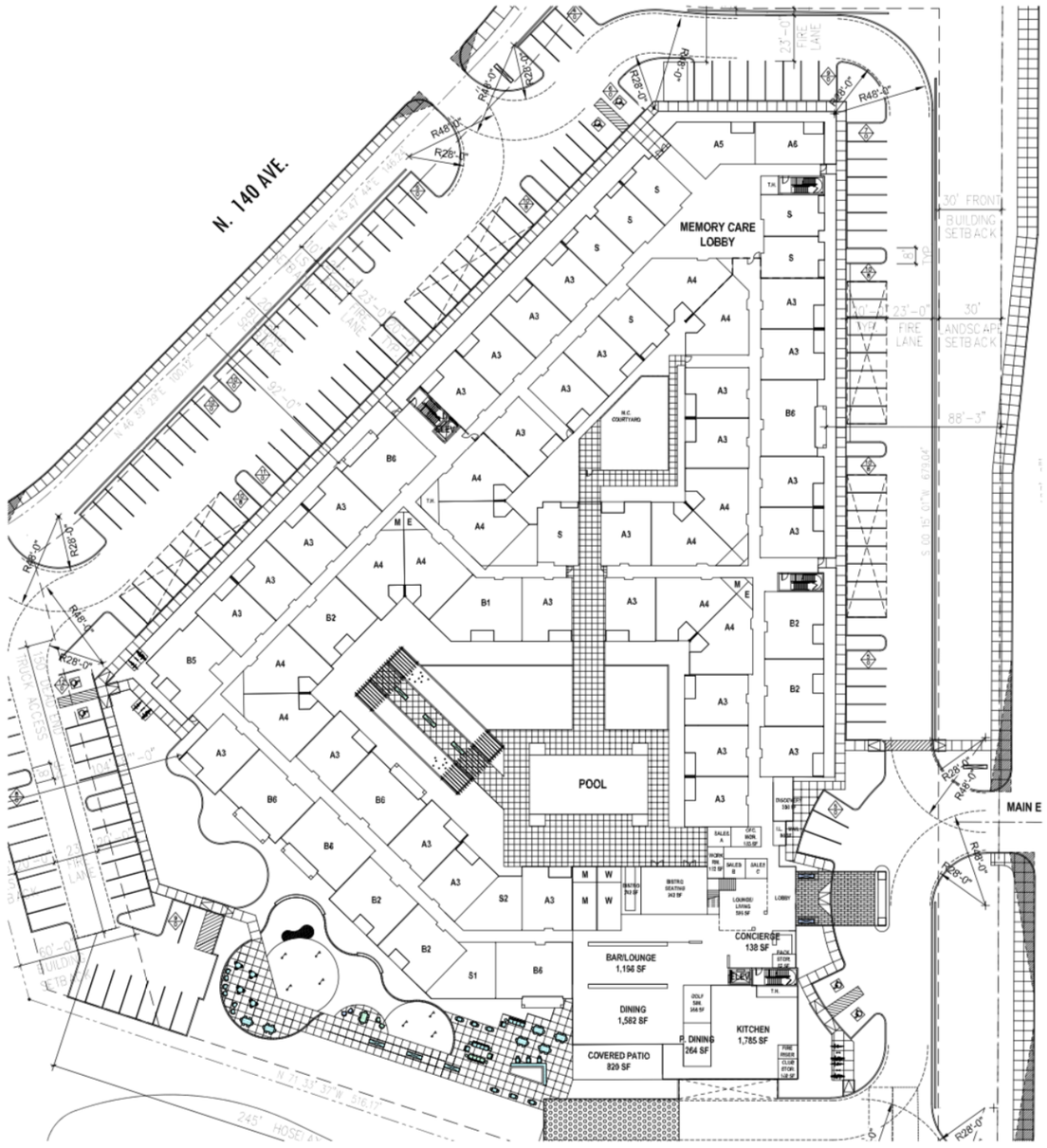

Fitness Center

UNIT INTERIORS



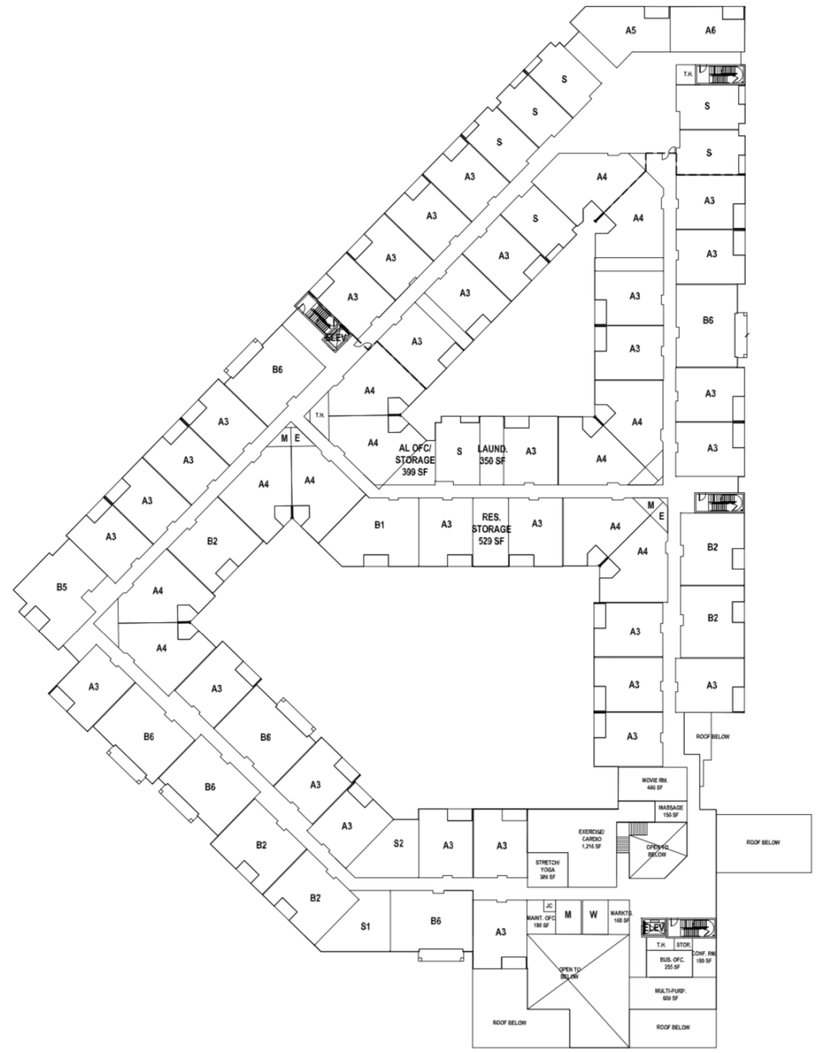
LEVEL PLANS





LEVEL 1 BUILDING PLAN

SCALE: 1" = 30'-0"



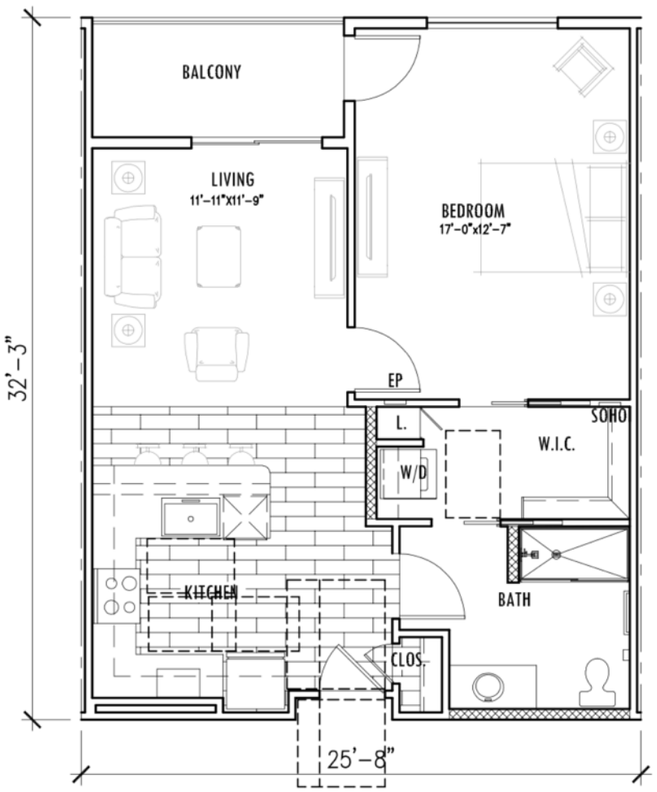
LEVEL 2 BUILDING PLAN

SCALE: 1" = 30'-0"

THE FAIRWAYS AT PALM VALLEY Senior Living

THE FAIRWAYS Senior Living
a rental community

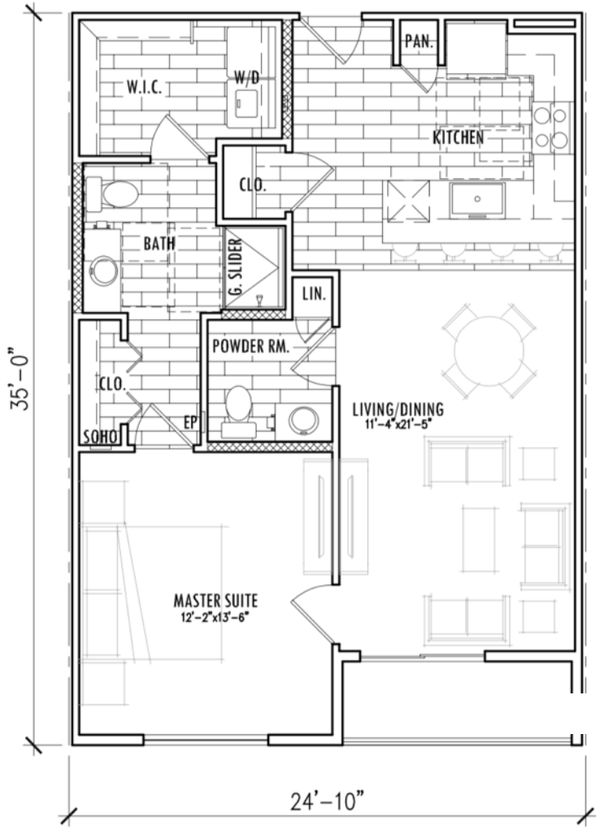
SAMPLE FLOOR PLANS



UNIT PLAN A3

SCALE: 1/8"=1'-0"

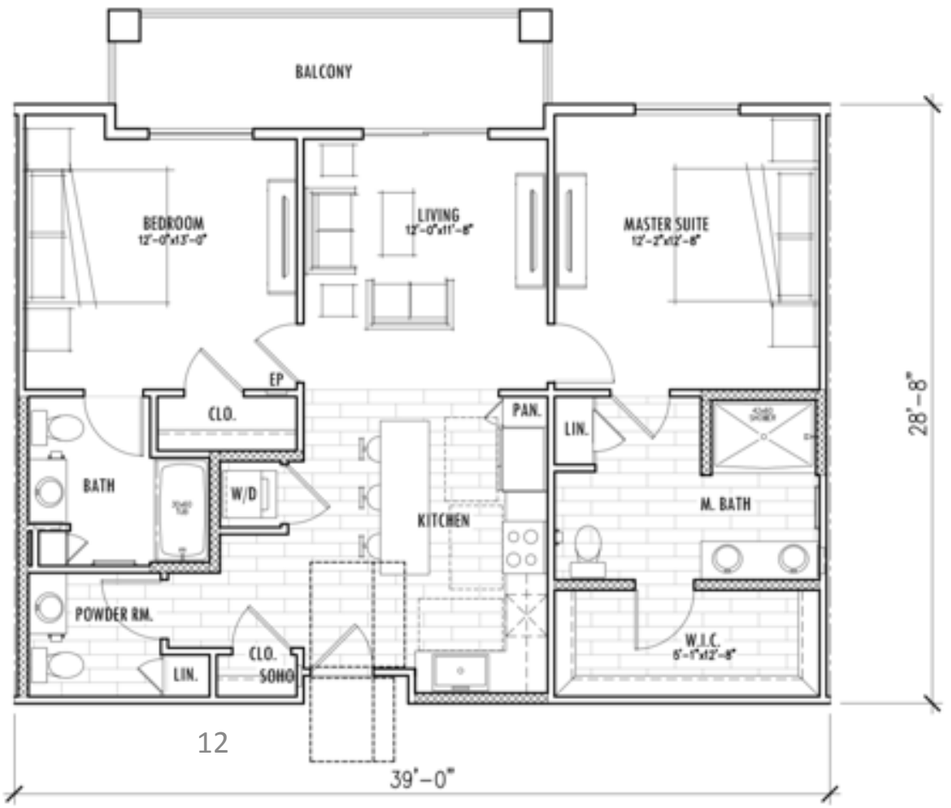
757 S.F. LIVABLE
64 S.F. PATIO
821 S.F. GRAND TOTAL



UNIT PLAN A5

SCALE: 1/8"=1'-0"

822 S.F. LIVABLE
47 S.F. PATIO/BALCONY
869 S.F. GRAND TOTAL



UNIT PLAN B2

SCALE: 1/8"=1'-0"

1,051 S.F. LIVABLE
115 S.F. PATIO/BALCONY
1,166 S.F. GRAND TOTAL

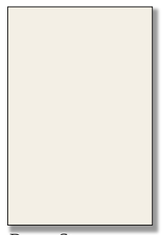
East Elevation – Litchfield Road

North Elevation – West Virginia Avenue

South Elevation – Golf Course View

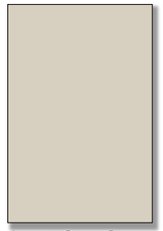
West Elevation – North 104th Avenue

Exterior Color Pallet



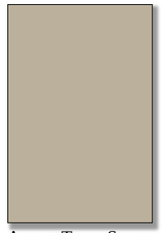
Base - Stucco

Building Stone



Accent One - Stucco

Building Roof Tile



Accent Two - Stucco

Wood and Metal

THE FAIRWAYS Senior Living a rental community

Colors are approximate

COLOR ELEVATIONS

NEIGHBORHOOD COLORS

HOLD FOR QUESTIONS

LINE OF SIGHT EXHIBITS

Site Plan & Distances to Neighbors

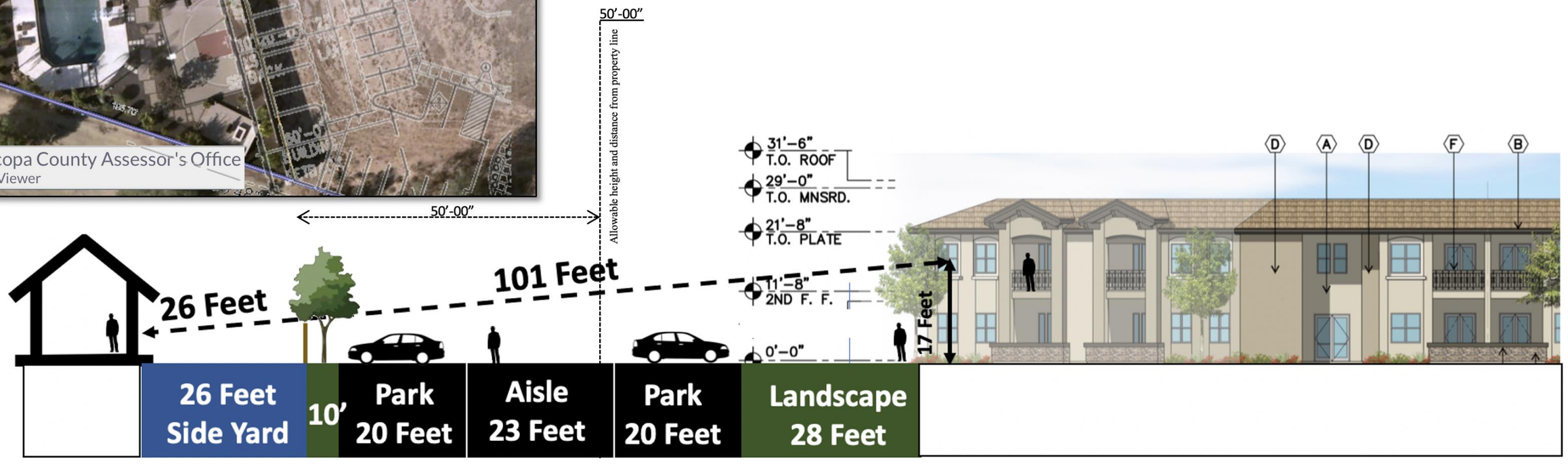
Case No: 20-30000012
2382 North Litchfield Road
Goodyear, Arizona 85395

THE FAIRWAYS
AT PALM VALLEY
an assisted living community

Case No: 20-30000012

LINE OF SIGHT EXHIBIT

Garverick Residence
2400 North 141st Lane



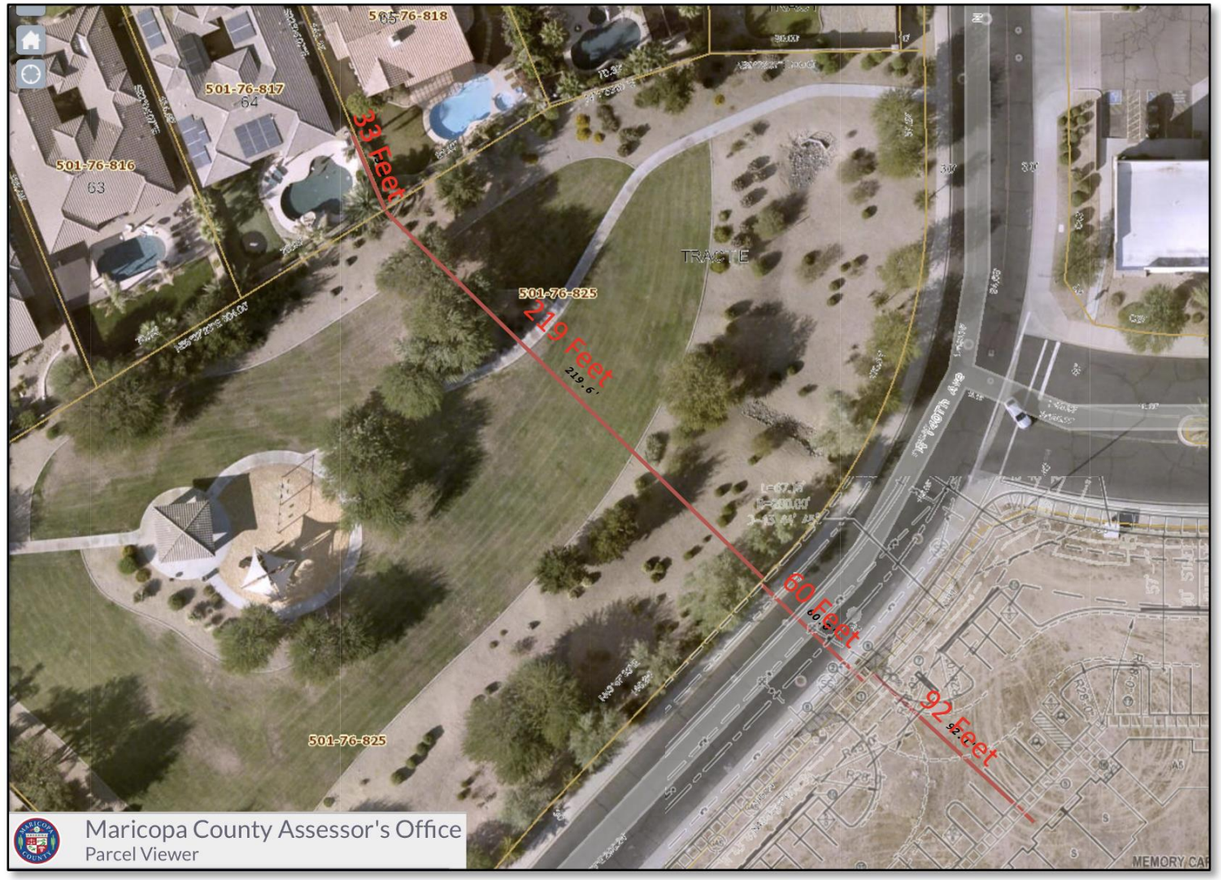
THE FAIRWAYS
AT PALM VALLEY
an assisted living community

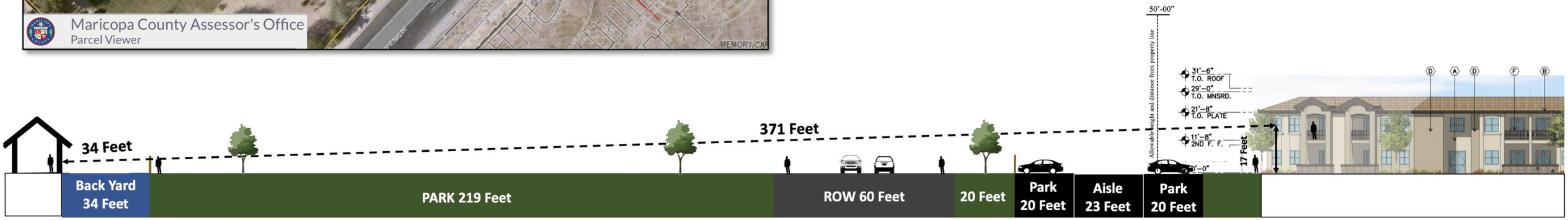
Finished Floor Second Level 11'-08"
Height of Average Man 5'-09"
Less Eye Position (0'-05")
Viewing Height Above Ground 17'-00"

Case No: 20-30000012

LINE OF SIGHT EXHIBIT

Johansson Residence
14037 West Cambridge Avenue

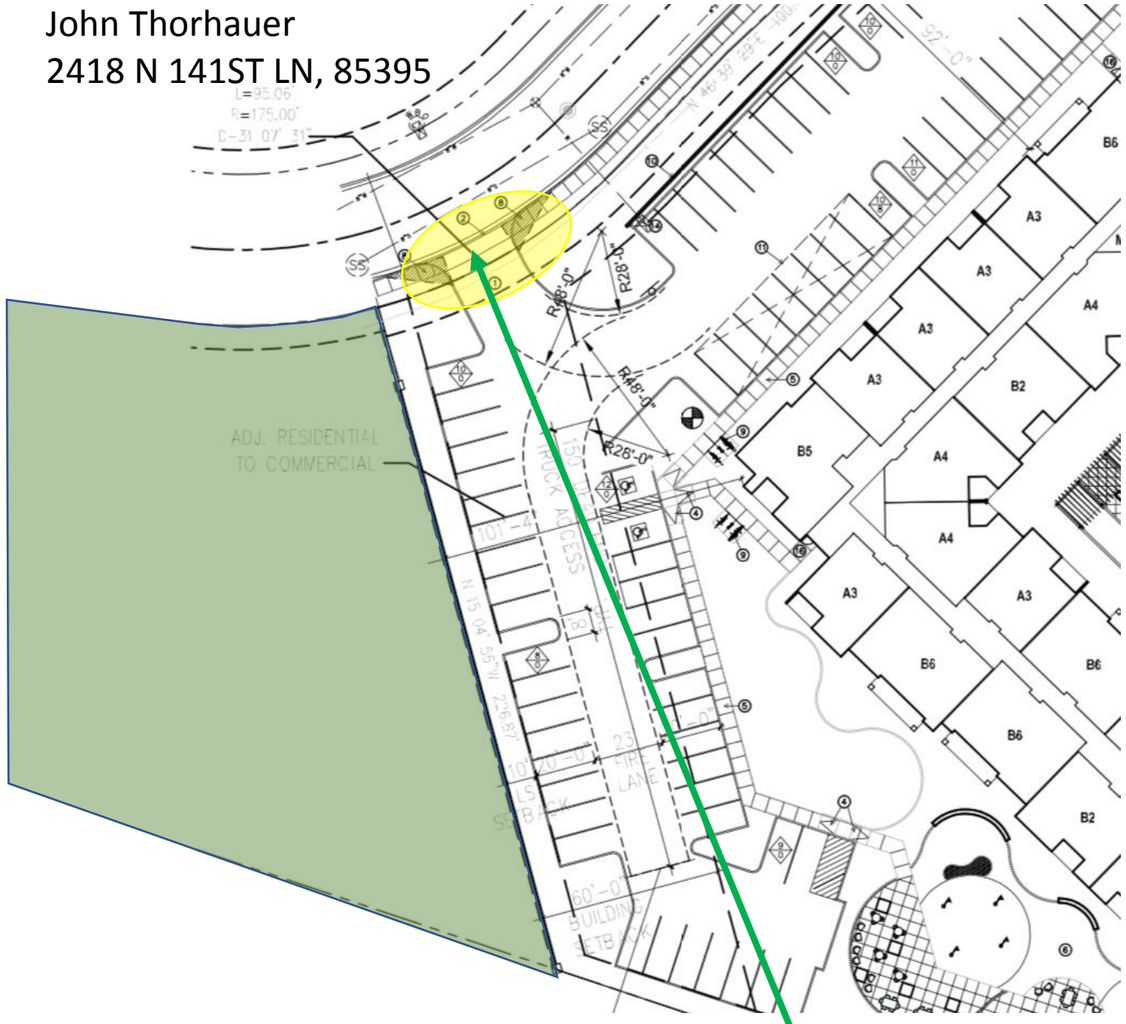


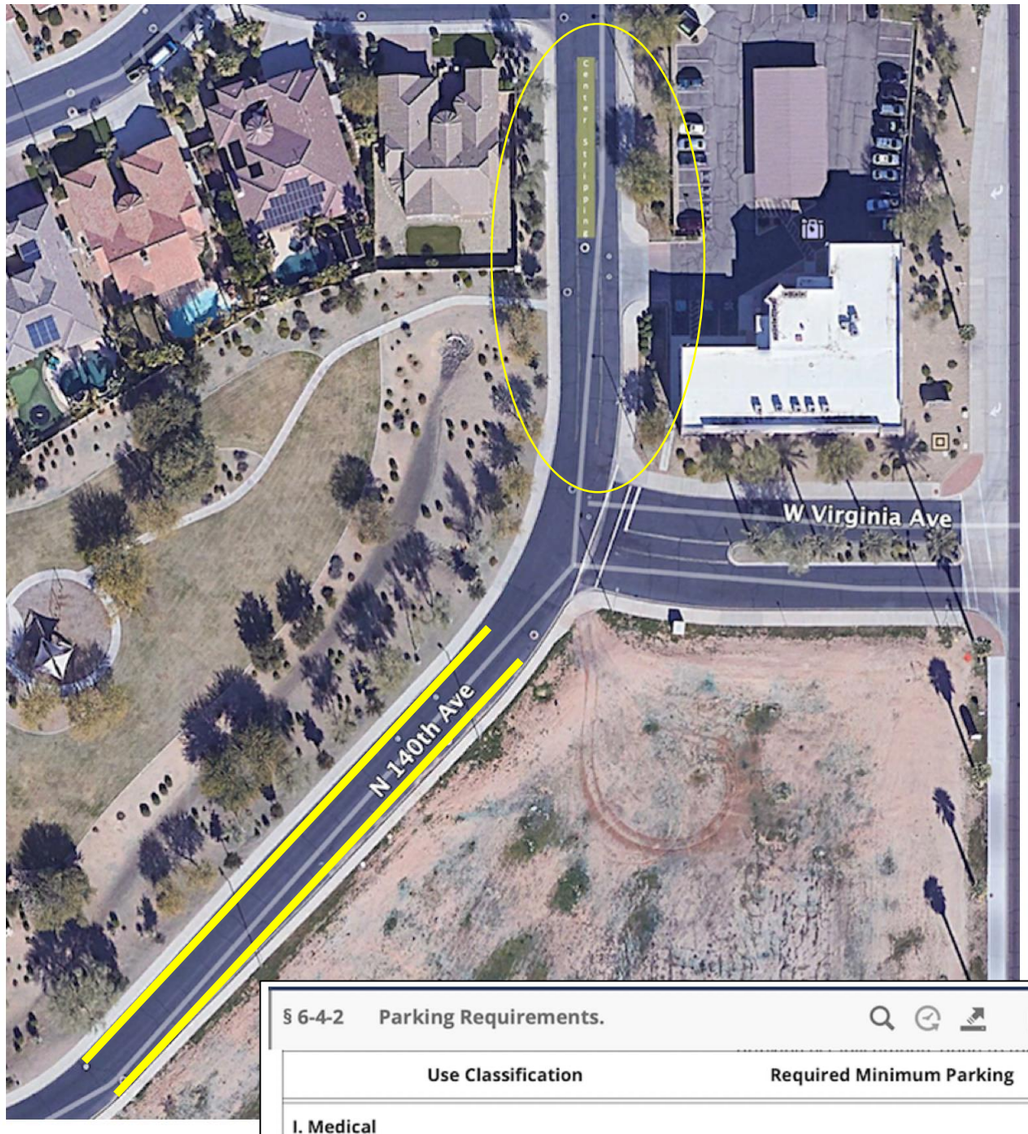


THE FAIRWAYS
AT PALM VALLEY
an assisted living community

Finished Floor Second Level 11'-08"
Height of Average Man 5'-09"
Less Eye Position (0'-05")
Viewing Height Above Ground 17'-00"

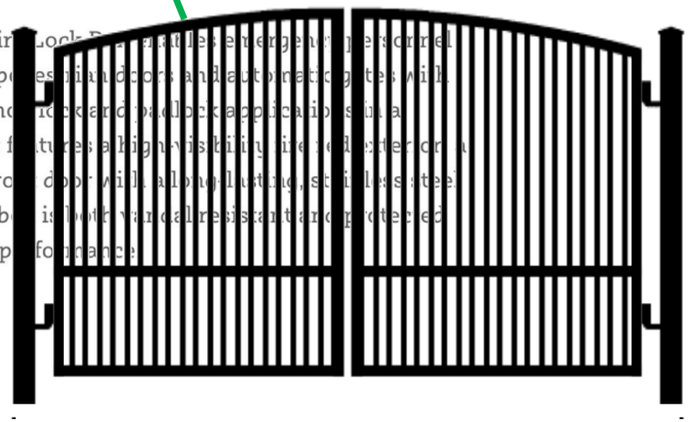
John Thorhauer
2418 N 141ST LN, 85395





Emergency Access Standard Fire Lock Box (Red) - FAAC FLB100

The Emergency Access Standard Fir Lock B [illegible] emergency personnel to gain emergency access through p [illegible] doors and automatic gates with ease. The Fire Lock Box fits both kn [illegible] and padlock applications in a simple, highly visible, single box. It f [illegible] a high-visibility fire red exterior with a FIRE label, and a lockable hinged fro [illegible] door will allow flushing, stainless steel hinge. This rugged outdoor access b [illegible] is both vandal resistant and protected from outdoor elements for reliable p [illegible] formance.



§ 6-4-2 Parking Requirements.

Use Classification	Required Minimum Parking
I. Medical	
Assisted living facility	0.75 spaces per unit
Hospitals	1 space per 400 sq. ft. indoor floor area
Medical or dental offices and out-patient	1 space per 150 sq. ft. indoor floor area
Nursing home	1 space per 400 sq. ft. indoor floor area
Veterinary clinic, hospital or office	1 space per 150 sq. ft. indoor floor area