City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, March 28, 2022
6:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino

Councilmember
Patrick Bray

CITIZEN 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.

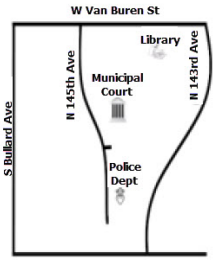
NON-AGENDA ITEMS
Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- 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

Monday, March 28, 2022 6:00 p.m. Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

COMMUNICATIONS

1. **RECOGNIZE BRITTANY ACEVEDO, GENESIS RAMIREZ AND ALEXIS SALMERON FOR STEPS TAKEN TO HELP SAVE A LIFE** (Tim Wayne, Interim Fire Chief)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular Meetings held on February 28, 2022 and on March 7, 2022. (Darcie McCracken, City Clerk)

3. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS**

Recommendation

Recognize the City Council subcommittee appointments for the remainder of calendar year 2022. (Rosalva Zimmerman, Assistant to the Mayor)

4. **OWNER TRANSFER SERIES 6 (BAR) LIQUOR LICENSE FOR MACAYO'S**

Recommendation

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 182498, a request from Navayogasingam Thuraisingam, agent/applicant for Kind Macayo, LLC., for an Owner Transfer of a Series 6 (Bar) liquor license. No. 06070119, located at 1474 N Litchfield Road, Goodyear, Arizona 85338, generally located west of Litchfield Road and south of McDowell Road. (Darcie McCracken, City Clerk)

5. **FY2023 FINANCIAL POLICIES**

Recommendation

Adopt the Financial Policies as presented. (Ryan Bittle, Finance Manager - Budget)

6. **CREATE MID-YEAR CIP PROJECTS AND APPROVE EXPENDITURES TO REPLACE FIRE PUMPER UNITS 695, 696, AND 713, AND RELATED BUDGET TRANSFER**

Recommendation

Approve the creation of new CIP projects and approve expenditures to replace Units 695, 696, and 713 and related budget transfer. (Kevin Devery, Fleet Superintendent)

7. **ACCEPTANCE OF A QUIT CLAIM DEED FOR WELL SITE 11 ASSOCIATED WITH THE FINAL PLAT FOR AIRPARK LOGISTICS CENTER**

Recommendation

Approve the acceptance of the Quit Claim Deed required for the reconfiguration of City Well Site #11, located on the east side of Bullard Avenue, south of Yuma Road. (Linda Beals, Real Estate Coordinator)

8. **TERMINATION AND RELEASE OF A WATER LINE EASEMENT ASSOCIATED WITH THE SUNWEST FEDERAL CREDIT UNION SITE**

Recommendation

Approve and authorize execution of the Partial Termination and Release of Easement terminating a portion of a water line easement located within Pebble Creek Marketplace. (Linda Beals, Real Estate Coordinator)

9. **DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.29**

Recommendation

ADOPT RESOLUTION NO. 2022-2220 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.29; 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. (Stephen Scinto, Deputy Director of Development Engineering)

10. **DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 12.23 PHASE 2**

Recommendation

ADOPT RESOLUTION NO. 2022-2222 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 12.23 PHASE 2; 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. (Stephen Scinto, Deputy Director of Development Engineering)

11. **FINAL PLAT OF ESTRELLA PARCEL 9.29**

Recommendation

Approve the Final Plat of Estrella Parcel 9.29, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

12. **FINAL PLAT OF ESTRELLA PARCEL 12.23 PHASE 2**

Recommendation

Approve the Final Plat of Estrella Parcel 12.23 Phase 2, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

13. **REPLAT OF CIVIC SQUARE PARCEL B – PHASE 1**

Recommendation

Approve the Final Plat of Goodyear Civic Square Parcel B – Phase 1 for Lots 97-102, 109-115, 122-127 and Tract Z, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

14. **REPLAT OF CIVIC SQUARE PARCEL B – PHASE 2**

Recommendation

Approve the Final Plat of Goodyear Civic Square Parcel B – Phase 2 for Lots 97-102, 108-112, 118-122 and Tract A, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

15. **FINAL PLAT FOR El CIDRO PHASE 2 – PARCEL 1A**

Recommendation

Approve the final plat for El Cidro Phase 2 – Parcel 1A (the “Final Plat for Phase 2 Parcel 1A”) subdividing approximately 39.94 acres into 163 lots and 23 tracts located east of South Citrus Road, north of West Broadway Road, west of South 175th Avenue (the “Property”) subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

16. **FINAL PLAT FOR El CIDRO PHASE 2 – PARCEL 1F**

Recommendation

Approve the final plat for El Cidro Phase 2 – Parcel 1F, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

17. **FINAL PLAT OF CANTAMIA PARCELS 27, 28, 29 AND 30**

Recommendation

Approve the Final Plat of Cantamia Parcels 27, 28, 29 and 30, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

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

18. **USE PERMIT FOR A CONVENIENCE USE (STARBUCKS DRIVE-THROUGH COFFEE SHOP)**

Recommendation

Approve the request for a use permit for a convenience use (Starbucks drive-through coffee shop) on a .98-acre parcel within the Canyon Trails Towne Center zoned PAD/Commercial, subject to stipulations (Steve Careccia, Planning Manager).

19. **REZONE FOR THOMPSON FUNERAL CHAPEL**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2218, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-20" AND "LEGAL DESCRIPTION – THOMPSON FUNERAL CHAPEL."

2. ADOPT ORDINANCE NO. 2022-1531, CONDITIONALLY REZONING APPROXIMATELY 2.9 ACRES OF LAND LOCATED NORTH OF THE NORTHWEST CORNER OF LITCHFIELD AND YUMA ROADS FROM LIGHT INDUSTRIAL (I-1) AND GENERAL COMMERCIAL (C-2) TO A PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF C-2 WITH 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; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Alex Lestinsky, Senior Planner)

20. **AN AMENDMENT TO THE TEN 303 BUSINESS PARK PLANNED AREA DEVELOPMENT (PAD)**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2219 DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "LEGAL DESCRIPTION OF THE PROPERTY.",

2. ADOPT ORDINANCE NO. 2022-1532 CONDITIONALLY REZONING APPROXIMATELY 159 ACRES LOCATED WEST OF THE NORTHWEST CORNER OF INDIAN SCHOOL AND COTTON LANE FROM PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO PLANNED AREA DEVELOPMENT

(PAD) ZONING DISTRICT BY AMENDING ORDINANCE 2007-1082 AND THE TEN 303 BUSINESS PARK PLANNED AREA DEVELOPMENT (PAD) DATED JUNE 8, 2007, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, PENALTIES, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Karen Craver, Principal Planner)

21. **REZONE APPROXIMATELY 9.86 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-12 WITH RPS INDIAN SCHOOL AT PALM VALLEY DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2216, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-12” AND “LEGAL DESCRIPTION,” AND “RPS INDIAN SCHOOL AT PALM VALLEY DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY (JANUARY 2022).”

2. ADOPT ORDINANCE NO. 2022-1529, CONDITIONALLY REZONING APPROXIMATELY 9.86 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEBBLECREEK PARKWAY AND INDIAN SCHOOL ROAD TO BE KNOWN AS RPS INDIAN SCHOOL AT PALM VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Senior Planner).

22. **PUBLIC HEARING REZONE APPROXIMATELY 30.32 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-24 WITH ANTON AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-24 WITH PAD OVERLAY**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2217, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-18” AND “LEGAL DESCRIPTION,” AND “ANTON AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY (MARCH 2022).”

2. ADOPT ORDINANCE NO. 2022-1530, CONDITIONALLY REZONING APPROXIMATELY 30.32 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BULLARD AVENUE AND YUMA ROAD TO BE KNOWN AS ANTON AT BALLPARK VILLAGE; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Senior Planner)

23. **DRAFT FY2022-2023 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Recommendation

Receive public input regarding the draft FY2022-2023 Action Plan for the HUD CDBG program. (Christina Panaitescu, Grants and Neighborhood Services Supervisor)

BUSINESS

24. **PROPOSALS TO GILA RIVER INDIAN COMMUNITY FOR ARIZONA REVISED STATUTE 5-601-02 12% GAMING DISTRIBUTION FUNDS**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2224 AUTHORIZING THE SUBMISSION OF A TRANSPORTATION FUNDS APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED);

2. ADOPT RESOLUTION NO. 2022-2225 AUTHORIZING THE SUBMISSION OF A TOURISM APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED); AND

3. ADOPT RESOLUTION NO. 2022-2226 AUTHORIZING THE SUBMISSION OF A HEALTHCARE FUNDS APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

25. **COMPREHENSIVE SIGN PACKAGE FOR ESTRELLA COMMONS DISTRICT**

Recommendation

Recommend approval of the comprehensive sign package for the Estrella Commons District, subject to stipulations. (Alex Lestinsky, Senior Planner)

26. **AUTHORIZING THE ISSUANCE OF THE CITY OF GOODYEAR GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY, FIRE PROTECTION, TRANSPORTATION AND HIGHWAY IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED $26,040,000**

Recommendation

ADOPT RESOLUTION NO. 2022-2223 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2022; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY. (Jared Askelson, Finance Manager-Financial Services)

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

April 4, 2022	Work Session	5:00 p.m.
April 4, 2022	Regular Meeting	Immediately following the Work Session that begins at 5:00 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.

For Non-English assistance please contact the City Clerk at (623) 882-7830

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830

POSTING VERIFICATION
This agenda was posted on March 30, 2022 at 5:24 p.m. by VM.

ITEM #: 1.
DATE: 03/28/2022
AI #:722

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Tim Wayne, Interim Fire Chief

SUBJECT:

RECOGNIZE BRITTANY ACEVEDO, GENESIS RAMIREZ AND ALEXIS SALMERON FOR STEPS TAKEN TO HELP SAVE A LIFE (Tim Wayne, Interim Fire Chief)

ITEM #: 2.
DATE: 03/28/2022
AI #:740

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meetings held on February 28, 2022 and on March 7, 2022. (Darcie McCracken, City Clerk)

Attachments

February 28, 2022 Draft Regular Meeting Minutes

March 7, 2022 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 28, 2022	6:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:22 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

ROLL CALL

Present:	**Mayor Joe Pizzillo**; **Vice Mayor Brannon Hampton**; **Councilmember Sheri Lauritano**; **Councilmember Wally Campbell**; **Councilmember Bill Stipp**; **Councilmember Laura Kaino**; **Councilmember Patrick Bray**
Staff Present:	City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

COMMUNICATIONS

1. **RECOGNIZE SHAUNA HENRIE FOR RECEIVING CERTIFIED PUBLIC SAFETY EXECUTIVE DESIGNATION**

Goodyear Police Chief Santiago Rodriguez recognized Telecommunications Manager Shauna Henrie for receiving the Certified Public Safety Executive Designation on January 14, 2022.

Ms. Henrie expressed that she appreciated the recognition and hoped the certification would benefit the Goodyear Telecommunications Division.

2. **RECOGNIZE DAN COTTERMAN FOR HIS SERVICE TO THE CITY OF GOODYEAR**

City Manager Julie Karins recognized Deputy City Manager Dan Cotterman for his nine years of service to the City of Goodyear. Ms. Karins spoke about his many accomplishments and impacts during his tenure and awarded him a plaque.

Mr. Cotterman thanked staff, the directors and City Council and expressed that he looked forward to his new role in the City of Buckeye.

Council congratulated Mr. Cotterman on his new role and thanked him for his hard work in

Goodyear.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda Items 3, 4, and 6 through 17. The motion carried by the following vote:**

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

Passed - Unanimously

3. APPROVAL OF MINUTES

Recommendation
Approve the draft minutes from the Regular Meeting held on February 7, 2022 and the Special Meeting held on February 22, 2022. (Darcie McCracken, City Clerk)

4. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Recommendation
Approve the appointments to Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

5. AGREEMENT WITH BASIS CHARTER SCHOOLS, INC. FOR JOINT USE OF FACILITIES

Council requested this item be pulled from the Consent Agenda for a presentation.

Recreation Superintendent Deanna Ortiz spoke about the joint use agreement with BASIS Charter Schools and the Goodyear Recreation Campus. Ms. Ortiz explained that the goal of the 2014 Parks and Recreation Master Plan was to leverage resources to better serve the community. Ms. Ortiz reviewed the benefits and terms of the joint use agreement with BASIS Charter Schools noting that there would be a 30-day cancellation of the agreement for both parties.

Council expressed being in favor of the joint use agreement and hoped the City would continue to look for other joint use agreements with schools near other City parks. Parks and Recreation Deputy Director David Seid remarked that the agreement will continue to be evaluated to ensure it is beneficial for both organizations.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Councilmember Bill Stipp to AUTHORIZE the City Manager or designee to execute the Joint Use Agreement between BASIS Charter Schools, Inc. and the City of Goodyear for Joint Use Facilities between BASIS Goodyear Facilities and the Goodyear Recreation Campus (GRC). The motion carried by the following vote:**

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

Passed - Unanimously

6. **APPROVE PROJECT BUDGET TRANSFERS**

Recommendation
Approve budget transfers. (Doug Sandstrom, Finance Director)

7. **ACCEPTANCE OF A FIRE HYDRANT AND WATER LINE EASEMENT ASSOCIATED WITH THE PLATINUM STORAGE PROJECT**

Recommendation
Accept the Fire Hydrant and Water Line Easement from Valk Properties Three, LLC, a Texas limited liability company. (Linda Beals, Real Estate Coordinator)

8. **ACCEPTANCE OF A SIDEWALK EASEMENT AND ISSUANCE OF A RETENTION WALL AND ACCESS EASEMENT ASSOCIATED WITH THE MICROSOFT PHX 10-11 PROJECT**

Recommendation
1. Accept a Sidewalk Easement from Microsoft Corporation, a Washington corporation; and

2. Issue a Retention Wall and Access Easement to Microsoft Corporation, a Washington Corporation. (Linda Beals, Real Estate Coordinator)

9. **ACCEPT AN EMERGENCY SERVICES ACCESS EASEMENT FOR PORTIONS OF THE PEBBLE CREEK MARKETPLACE**

Recommendation
Accept an Emergency Services Access Easement from Prescott Convention Center Limited Partnership, an Arizona limited partnership. (Linda Beals, Real Estate Coordinator)

10. **TERMINATION AND RELEASE OF A WATER LINE EASEMENT ASSOCIATED WITH THE FINAL PLAT FOR AIRPARK LOGISTICS CENTER**

Recommendation
Approve the Termination and Release of Easement for the Water Line Easement located southeast of Bullard Avenue and Yuma Road. (Linda Beals, Real Estate Coordinator)

11. **ACCEPT FOUR (4) EMERGENCY/GOVERNMENT SERVICES ACCESS EASEMENTS AND A SPECIAL WARRANTY DEED ASSOCIATED WITH THE PROLOGIS DEVELOPMENT**

Recommendation
1. Accept two (2) Emergency/Government Services Access Easements from Prologis Commerce Park 1, QOZB LLC, a Delaware limited liability company and two (2) Emergency/Government Services Access Easements from MREG Bullard LLC, a Delaware limited liability company; and

2. Accept a Special Warranty Deed from MREG Bullard LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

12. **AUTHORIZE THE CITY MANAGER TO ACCEPT EASEMENTS DEDICATED TO THE CITY**

Recommendation
ADOPT RESOLUTION NO. 2022-2212 AUTHORIZING CITY MANAGER TO ACCEPT EASEMENTS DEDICATED TO THE CITY AND PROVIDING AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

13. **FINAL PLAT FOR ABEL RANCH – PHASE 1**

Recommendation
Approve the Final Plat for Abel Ranch – Phase 1 (the “Final Plat”) subdividing approximately 94.56 acres into 263 lots and 20 tracts on property zoned Reduced R1-6 (Single Family Detached) located South of Camelback Road and East of Citrus Road (the “Property”), subject to stipulations. (Katie Wilken, Deputy Director of Development Services)

14. **MAP OF DEDICATION PRADERA PHASE 3**

Recommendation
Approve the Map of Dedication Pradera Phase 3, subject to stipulations. (Katie Wilken, Deputy Director of Planning)

15. **FINAL PLAT FOR PRADERA PHASE 3 PARCEL D**

Recommendation
Approve the Final Plat for Pradera Phase 3 Parcel D subdividing approximately 20.01 acres into 80 single family lots and six tracts on property zoned R1-4 (Single Family Detached) located at the southeast corner of Durango Street and 183rd Avenue, subject to stipulations. (Katie Wilken, Deputy Director of Planning)

16. **FINAL PLAT FOR PRADERA PHASE 3 PARCEL E**

Recommendation
Approve the Final Plat for Pradera Phase 3 Parcel E subdividing approximately 19.97 acres into 75 single family lots and ten tracts on property zoned R1-4, R1-6 (Single Family Detached) located at the southeast corner of Durango Street and 183rd Avenue, subject to stipulations. (Katie Wilken, Deputy Director of Planning)

17. **FINAL PLAT FOR PRADERA PHASE 3 PARCEL F**

Recommendation
Approve the Final Plat for Pradera Phase 3 Parcel F subdividing approximately 28.84 acres into 96 single family lots and seven tracts on property zoned R1-4, R1-6 (Single Family Detached) located at the southeast corner of Durango Street and 183rd Avenue, subject to stipulations. (Katie Wilken, Deputy Director of Planning)

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

18. **REZONE APPROXIMATELY 6.23 ACRES FROM AGRICULTURAL URBAN TO MF-18 WITH THE CLEVELAND DEVELOPMENT REGULATIONS MF-18 WITH PAD OVERLAY**

Mayor Pizzillo opened the Public Hearing at 6:49 p.m.

Senior Planner Christian M. Williams presented a rezone request of approximately 6.23 acres located south of Portland Street on Sarival Avenue. Mr. Williams discussed the details of the proposal explaining that the applicant was requesting a rezone from Agricultural Urban (AU) to Multifamily Residential district (MF-18) with a Planned Area Development (PAD) Overlay. He reviewed the setbacks and access points onto the property noting that there would be one single access point with a restriction of a right-in-right-out.

Mr. Williams shared concerns from the community about the anticipated increase in traffic and the limited access from Sarival Avenue into the development.

Mr. Williams noted that the Planning and Zoning Commission recommended approval of the rezone with a stipulation that requires a second access point onto Portland Street, at no cost to the City.

Taylor Earl, with Early & Curley, provided a review of the conceptual designs, elevations, site plan and amenities. Mr. Earl also discussed the stipulation requesting access to Portland Street.

Cynthia Robles, Goodyear resident, spoke in opposition to the rezone expressing that her

main concern was the traffic safety on Sarival Avenue and the access point to the development being flawed.

Rene Robles, Goodyear resident, spoke in opposition to the rezone expressing concern with the increase in traffic on Sarival Avenue and Portland Street.

Raubin (Rob) Randels, Goodyear resident, spoke in opposition to the rezone with concerns related to the ingress and egress for first responders being unable to access the development.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 7:28 p.m.

Council inquired if the second entry is required by City code. Mr. Williams explained that based on the amount of units being proposed, the development is one unit short of requiring a second entrance.

City Traffic Engineer Hugh Bigalk provided traffic information at the request of Council. Mr. Bigalk relayed that a traffic study was approved in December 2021, discussed the right-in-right-out for the project, and reported there are no medians on Sarival Avenue.

Discussion continued related to traffic and traffic studies on Sarival Avenue.

Council expressed that they are excited about the project being a townhouse offering.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Patrick Bray to ADOPT RESOLUTION NO. 2022-2209, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-14" AND "LEGAL DESCRIPTION – PROPERTY," AND "THE CLEVELAND DEVELOPMENT REGULATIONS MF-18 WITH PAD OVERLAY (JANUARY 2022). The motion carried by the following vote:**

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

Passed - Unanimously

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Wally Campbell to ADOPT ORDINANCE NO. 2022-1524, CONDITIONALLY REZONING APPROXIMATELY 6.23 ACRES OF PROPERTY LOCATED APPROXIMATELY 50 FEET SOUTH OF THE SOUTHEAST CORNER OF SARIVAL AVENUE AND PORTLAND STREET FROM AU URBAN TO MF-18 WITH PAD OVERLAY TO BE KNOWN AS THE CLEVELAND; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND ADOPTING THE ORDINANCE WITH THE FOLLOWING STIPULATION MODIFICATIONS:**

1. **Stipulation #5: Add - unless additional turning movements are approved by the Goodyear City Traffic Engineer following the submission, by the owner, of an amended traffic impact study analyzing the left-in-left-out movements.**
2. **Stipulation #6 - Add - the requirement for the median may be modified and approved by the City of Goodyear to allow a left-in-left-out turning movement, if**

such movements are approved by the City Traffic Engineer, as a result of a traffic study conducted in Stipulation #5.

3. **Strike Stipulation #16.**

The motion carried by the following vote:

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

Passed - Unanimously

19. **REZONE FOR THRIVE AT AVISION GOODYEAR**

Mayor Pizzillo opened the Public Hearing at 8:23 p.m.

Senior Planner Alex Lestinsky presented a rezone for a property consisting of approximately 4.6 acres located on the northeast corner of Central Avenue and Van Buren Street. Ms. Lestinsky explained that the request was to rezone the property from C-2 General Commercial to R1-A Single Family Residential with a Planned Area Development (PAD) Overlay. She added that the PAD Overlay includes four modifications to the City's Development Standards such as modifications to the lot area, lot width, reduced rear yard setback, and separation between walls.

Ms. Lestinsky also reviewed the design elements required by the R1-A district, which consist of one amenity, two connectivity elements, and one streetscape element.

Ms. Lestinsky relayed that the Planning and Zoning Commission recommended approval of this project.

Amy Malloy, with Evolve Ventures, provided additional details about the rezone and spoke about the location, the transit-oriented development (TOD) and the color scheme for the elevations.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 8:32 p.m.

Council expressed that they are in favor of the project.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2210, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP 21-16 REZONE FROM C-2 TO R1-A WITH A PAD OVERLAY"; AND "LEGAL DESCRIPTION THRIVE @ AVISION GOODYEAR"; AND "THRIVE @ AVISION GOODYEAR PAD OVERLAY." The motion carried by the following vote:**

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

Passed - Unanimously

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2022-1525, CONDITIONALLY REZONING APPROXIMATELY 4.6 ACRES OF LAND LOCATED EAST OF THE NORTHEAST CORNER OF CENTRAL AVENUE AND VAN BUREN STREET FROM GENERAL COMMERCIAL (C-2) TO R1-A (SINGLE FAMILY ATTACHED) RESIDENTIAL 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; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried by the following vote:**

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

Passed - Unanimously

20. **USE PERMIT FOR A CONVENIENCE USE (BIKINI BEANS DRIVE-THROUGH COFFEE SHOP)**

Mayor Pizzillo opened the Public Hearing at 8:39 p.m.

Interim Planning Manager Steve Careccia presented a use permit for a convenience use for a property located at Pebblecreek Parkway and McDowell Road. Mr. Careccia discussed the background of the parcel which was mixed-used commercial in a C-2 zoning district. He added that the project is a 1.1-acre parcel with a proposed 830 square foot building. He also reviewed the use permit evaluation criteria and relayed that the criteria had been met.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 8:45 p.m.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE the request for a use permit for a convenience use (Bikini Beans drive-through coffee shop) on a 1.1-acre parcel in the Cobblestone Creek commercial center located at the northwest corner of Pebblecreek Parkway and McDowell Road within the Palm Valley Phase VIII PAD, subject to stipulations. The motion carried by the following vote:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Brannon Hampton**, **Councilmember Sheri Lauritano**, **Councilmember Bill Stipp**, **Councilmember Laura Kaino**, **Councilmember Patrick Bray**

NAY: **Councilmember Wally Campbell**

Passed

21. **REZONING FROM C-2 (GENERAL COMMERCIAL) TO C-2 (GENERAL COMMERCIAL) WITH A PAD (PLANNED AREA DEVELOPMENT) OVERLAY FOR A MIXED-USE DEVELOPMENT TO BE KNOWN AS VIRTUA CITRUS**

Mayor Pizzillo opened the Public Hearing at 8:53 p.m.

Interim Planning Manager Steve Careccia presented a rezone of 6.5 acres located at the southwest corner of McDowell Road and Citrus Road. Mr. Careccia explained that the request is for a rezone from C-2 General Commercial zoning to C-2 General Commercial zoning with a Planned Area Development (PAD) Overlay. The PAD overlay would include several light industrial type uses. Mr. Careccia relayed that the proposed rezoning is consistent with the General Plan and compatible with the surrounding areas.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 8:58 p.m.

Council inquired if residents from Canada Village expressed concerns about the development. Mr. Careccia responded that several residents called with concerns about how improvements to McDowell Road would impact their properties and were told that improvements would not impact Canada Village.

Council expressed their support of the project.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2022-2208 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06"; and "LEGAL DESCRIPTION – VIRTUA CITRUS PAD – SWC CITRUS & MCDOWELL"; and "VIRTUA CITRUS PAD OVERLAY (FEBRUARY 2022)." The motion carried by the following vote:**

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

Passed - Unanimously

MOTION BY Councilmember Patrick Bray, **SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2022-1523, CONDITIONALLY REZONING APPROXIMATELY 6.5 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND CITRUS ROAD FROM THE C-2 (GENERAL COMMERCIAL) ZONING DISTRICT TO THE C-2 (GENERAL COMMERCIAL) ZONING DISTRICT WITH A PAD (PLANNED AREA DEVELOPMENT) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried by the following vote:**

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

Passed - Unanimously

BUSINESS

22. **COMPREHENSIVE SIGN PACKAGE FOR VANTAGE DATA CENTERS**

Interim Planning Manager Steve Careccia presented a comprehensive sign package for the Vantage Data Centers located at the southeast corner of Van Buren Street and Bullard Avenue. Mr. Careccia reviewed the background of the center noting that it was zoned C-2 General Commerical I-1 Light Industrial. He also reviewed the request which is a new sign package for the property and would be applicable to all phases of the Vantage Data Center campus.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Councilmember Bill Stipp to APPROVE the Vantage Data Center Comprehensive Sign Program dated January 18, 2022, subject to stipulations. The motion carried by the following vote:**

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

Passed - Unanimously

23. **COMPENSATION FOR THE MAYOR, VICE MAYOR AND COUNCILMEMBERS**

Council Compensation Committee Chair Susan Schmelzer presented the Council Compensation for Mayor, Vice Mayor and Councilmembers. Ms. Schmelzer reviewed the establishment of the Council Compensation Committee that was responsible for reviewing the compensation of elected officials every two years. Ms. Schmelzer explained that the committee is recommending a salary increase adjustment of five percent for the Mayor, Vice Mayor, and Councilmembers.

Council thanked the committee members for their hard work.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2214 ACCEPTING THE COUNCIL COMPENSATION COMMITTEE'S RECOMMENDATION AND APPROVE AN ANNUAL COMPENSATION INCREASE OF 5.0% FOR THE MAYOR, VICE MAYOR AND EACH OF THE COUNCILMEMBERS AND PROVIDE FOR AN EFFECTIVE DATE. The motion carried by the following vote:**

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

Passed - Unanimously

INFORMATION ITEMS

City Manager Julie Karins shared details about the Tour de Cure taking place on Sunday, March 6.

FUTURE MEETINGS

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 9:22 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, 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 28, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022. 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, March 7, 2022	6:00 p.m.	Meeting Minutes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

ROLL CALL

Present:	**Mayor Joe Pizzillo**; **Vice Mayor Brannon Hampton**; **Councilmember Sheri Lauritano**; **Councilmember Wally Campbell**; **Councilmember Bill Stipp**; **Councilmember Laura Kaino**; **Councilmember Patrick Bray**
Staff Present:	City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

COMMUNICATIONS

1. **RECOGNIZE NORMA CUNNINGHAM AS THE 2021 CITIZEN OF THE YEAR AND PALM VALLEY CHURCH AS THE 2021 CORPORATE CITIZEN OF THE YEAR**

Mayor Pizzillo presented a proclamation to Norma Cunningham in recognition of being named 2021 Citizen of the Year and to Pastor Ryan Nuñez representing the Palm Valley Church in recognition of being named 2021 Corporate Citizen of the Year.

Norma Cunningham and Pastor Ryan Nuñez both expressed their gratitude and appreciation to the City and the Goodyear community for the recognition and continued support.

2. **PROCLAMATION IN HONOR OF WALT STEINER FOR HIS SERVICE TO THE CITY OF GOODYEAR**

Mayor Pizzillo presented a proclamation to Marcia Steiner in honor of Walt Steiner and his service to the City.

Marcia Steiner spoke regarding Walt's passion to serve the Goodyear community and expressed her appreciation to the City for honoring his life.

3. **RECOGNIZE MILLENNIUM HIGH SCHOOL GIRLS' BASKETBALL TEAM ON THEIR 5A STATE CHAMPIONSHIP**

Mayor Pizzillo presented a proclamation to Millennium High School Varsity Girls' Basketball Team in honor of their hard work and accomplishments on their state championship title.

Assistant Principal and Varsity Head Coach Kevin Thomas thanked the City for the recognition and introduced the Varsity Girls Basketball Team.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Dave Bisson, Goodyear Resident, thanked the City of Goodyear for their support in the firefighter fundraising event hosted by CantaMia Pickleball Club. He explained that the event raised $11,762 for our firefighters.

CONSENT

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Patrick Bray to APPROVE Consent Agenda Items 4 through 10. The motion carried by the following vote:**

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

Passed - Unanimously

4. **APPROVAL OF MINUTES**

Recommendation
Approve the draft minutes from the Special Meeting held on February 28, 2022. (Darcie McCracken, City Clerk)

5. **APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

Recommendation
Approve the appointments to Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

6. **DELEGATION OF AUTHORITY FOR AN ACQUISITION OF CONTROL**

Recommendation
ADOPT RESOLUTION NO. 2022-2215, DELEGATING AUTHORITY TO THE CITY CLERK TO MAKE RECOMMENDATIONS REGARDING LIQUOR LICENSE ACQUISITIONS OF CONTROL AND PROVIDING FOR AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

7. **AMEND CITY CODE SECTION 2-1-5, COUNCIL COMPENSATION**

Recommendation
ADOPT ORDINANCE NO. 2022-1527, AMENDING GOODYEAR CITY CODE SECTION 2-1-5 (COUNCIL COMPENSATION), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

8. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR SOMEBURROS**

Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control of Application No.181561 a request by Timothy Vasquez, agent/applicant for SOMEBURROS GOODYEAR, LLC., for a new Series 12 liquor license for SOMEBURROS, located at 50 N. Estrella Parkway, Goodyear, Arizona 85338 (Generally located south of Van Buren on the Westside of Estrella Parkway.) (Darcie McCracken, City Clerk)

9. **PARTIAL TERMINATION AND RELEASE OF A SEWER EASEMENT ASSOCIATED WITH THE FINAL PLAT FOR ESTRELLA - PARCEL 12.23 PHASE 2**

Recommendation
Approve the Partial Termination and Release of Easement (Linda Beals, Real Estate Coordinator)

10. **FINAL PLAT FOR PEBBLE CREEK RETAIL**

Recommendation
Approve the Final Plat of Pebble Creek Retail, subject to stipulations. (Katie Wilken, Deputy Director of Development Services)

BUSINESS

11. **FY2023 ANNUAL PUBLIC ART PLAN**

Arts and Culture Administrator Guylene Ozlanski and Chairman of the Arts and Culture Commission Fran Fee presented the FY2023 Annual Public Plan.

Ms. Fee provided an overview of the Arts and Culture Commission, highlighted current public art projects including Fire Station 188, Gallery 37 and heART of Goodyear Phase II and shared future ideas for the Ballpark Corridor and Parque de Paz.

Ms. Ozlanski provided an overview of the public art program goals and discussed the public art project recommendations. She explained that the staff presented projects for the immediate fiscal year and recommended projects for the next five fiscal years per the City's Public and Performing Art Ordinance. She added that staff outlined a recommended funding level for each project, however funding for the recommended projects will be considered by Council during the annual budget process.

Council expressed support for the recommended public art projects and acknowledged the Arts and Culture Commission and City staff's work with all the public art displays

throughout the community.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE the FY2023 Annual Public Art Plan as recommended by the Arts and Culture Commission. The motion carried by the following vote:**

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

Passed - Unanimously

12. **IN-KIND DONATIONS FOR PUBLIC SAFETY SERVICES FOR THE SKY KIDS EVENT ON 3/26/2022**

Interim Fire Chief Tim Wayne presented the report for Council consideration to provide Police and Fire public safety services for the Annual Sky Kids Event.

Council expressed support for the request.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Sheri Lauritano to APPROVE the request to provide in-kind fire and police public safety services during the Ninth Annual Sky Kids Day Event located at the Goodyear Municipal Airport on March 26, 2022. The motion carried by the following vote:**

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

Passed - Unanimously

INFORMATION ITEMS

Councilmember Stipp gave a brief update from the Valley Metro Board of Directors meeting regarding the recruitment for a Chief Executive Officer.

Council inquired about the placement of signage along Sarival Avenue to restrict trucks from using this collector street as a truck route.

Mayor Pizzillo highlighted the Tour de Cure event held on March 6, 2022, and displayed the award presented to the City for its participation. City Manager Julie Karins reported that the event raised $513,000 with 577 riders and approximately 400 spectators to benefit the American Diabetes Association. She applauded Team Goodyear for raising $3,800 for the cause and acknowledged City staff for their hard work in making this a successful event.

FUTURE MEETINGS

March 21, 2022	Work Session	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:10 p.m.

_____ _____
Darcie McCracken, City Clerk Joe Pizzillo, 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 March 7, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022. SEAL:

_____
Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 03/28/2022
AI #:757

CITY COUNCIL ACTION REPORT

SUBJECT: CITY COUNCIL SUBCOMMITTEE APPOINTMENTS

STAFF PRESENTER(S): Rosalva Zimmerman, Assistant to the Mayor

SUMMARY

Recognize the City Council subcommittee appointments and align appointments to calendar years to be aligned with Councilmembers' terms.

Recommendation

Recognize the City Council subcommittee appointments for the remainder of calendar year 2022. (Rosalva Zimmerman, Assistant to the Mayor)

FISCAL IMPACT

There is no fiscal impact associated with this item.

BACKGROUND AND PREVIOUS ACTIONS

Previously, the Mayor has modified the composition of the City Council subcommittees with appointments aligned with the fiscal year. With the change of our election cycle to fall of even years, new Councilmembers will be inducted in January of the year after an election. To better align with the induction, current City Council subcommittee appointments will be extended to December 31, 2022, with new appointments being made at the January meeting. Additionally, for those positions previously held by Mayor Pizzillo, the Mayor has appointed Councilmember Patrick Bray to complete the appointments for the 2022 calendar year.

STAFF ANALYSIS

The following City Council subcommittee appointments are made and extended to continued through December 2022.

Community Funding Committee:
Councilmember Wally Campbell
Councilmember Laura Kaino
Councilmember Patrick Bray

Boards and Commissions Selection Committee:
Councilmember Sheri Lauritano
Councilmember Wally Campbell
Councilmember Laura Kaino

City Audit Committee:
Councilmember Sheri Lauritano
Councilmember Brannon Hampton

Councilmember Patrick Bray

Goodyear Public Safety Personnel Retirement Boards:
Councilmember Laura Kaino

In accordance with A.R.S. §38-847, Mayor Pizzillo has designated Councilmember Kaino as chairperson of the Goodyear Public Safety Personnel Retirement Local Boards.

ITEM #: 4.
DATE: 03/28/2022
AI #:782

CITY COUNCIL ACTION REPORT

SUBJECT: OWNER TRANSFER SERIES 6 (BAR) LIQUOR LICENSE FOR MACAYO'S

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Navayogasingam Thuraisingam, Agent/Applicant, Kind Macayo, LLC.

SUMMARY

The applicant is requesting a recommendation of approval for an Owner Transfer Series 6 (BAR) Liquor License.

Recommendation

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 182498, a request from Navayogasingam Thuraisingam, agent/applicant for Kind Macayo, LLC., for an Owner Transfer of a Series 6 (Bar) liquor license. No. 06070119, located at 1474 N Litchfield Road, Goodyear, Arizona 85338, generally located west of Litchfield Road and south of McDowell Road. (Darcie McCracken, City Clerk)

FISCAL IMPACT

The applicant paid the $635 application fee for the license per the Goodyear Municipal User Fee Schedule. The business will continue to contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

Kind Macayo, LLC is the owner of Macayo's located at 1474 N. Litchfield Road and operate seven other locations in Arizona. Macayo's is currently open for business and operating under a Series 6 (Bar) Liquor License No. 06070119, issued by the Arizona Department of Liquor License and Control (DLLC). Mr. Navayogasingam has applied for an Owner Transfer Series 6 (Bar) Liquor License for Macayo's. Per the applicant, the license will still be held under the same entity of Kind Macayo, LLC, with a change in the controlling party of that entity.

The City Clerk's Office received the application from the DLLC on February 4, 2022. The applicant paid the $635 application fee for the liquor license, and a public notice was immediately posted on the property on February 7, 2022, to comply with the State-mandated comment period. No petitions or protests from qualified persons were received during the comment period.

The application was routed to the Police Department and the Development Services Department (Planning and Zoning, Code Compliance, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments

Police	None
Planning and Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

The Series 6 (Bar) Liquor License is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. §4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state approved management training course prior to the issuance of a liquor license. The business has stated that all restaurant managers have completed state training and are 100% certified to serve alcohol. A manager will be present on site during all business hours, and the business will actively check ID of all patrons purchasing alcohol to prevent the sale of alcohol to minors.

There are no licensed childcare facilities, K-12 schools or churches within 300 feet of the location.

The City Council’s recommendation of “Approval”, “Disapproval” or “No Recommendation” will be forwarded to the DLLC for consideration at a public hearing of the State Liquor Board (“Board”).

Attachments

DLLC Local Governing Body Report

Liquor License Evaluation Map

Liquor Licenses within One Mile Report

State of Arizona
Department of Liquor Licenses and Control

Created 02/04/2022 @ 10:38:46 AM

Local Governing Body Report

LICENSE

Number:	06070119	Type:	006 BAR
Name:	MACAYO'S		
State:	Pending		
Issue Date:		Expiration Date:	01/31/2023
Original Issue Date:	04/29/1980		
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(623)209-7000		
Alt. Phone:	(480)329-0149		
Email:	NAVASINGAM@MSN.COM		

Currently, this license has pending applications.

AGENT

Name:	NAVAYOGASINGAM THURAISINGAM
Gender:	Male
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA
Phone:	(480)329-0149
Alt. Phone:	
Email:	NAVASINGAM@MSN.COM

OWNER

Name:	KIND MACAYO LLC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1912344	State of Incorporation:	AZ
Incorporation Date:	10/23/2018		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVASINGAM@MSN.COM		

Officers / Stockholders

Name:	Title:	% Interest:
LETIVA SINGAM TRUST	Member	100.00
KIND HOSPITALITY II LLC	Manager-LLC	0.00

KIND HOSPITALITY II LLC - Manager-LLC

Name:	KIND HOSPITALITY INC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	CORPORATION		
AZ CC File Number:	F07765323	State of Incorporation:	DE
Incorporation Date:	05/07/1996		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVASINGAM@MSN.COM		

KIND HOSPITALITY INC - Director

Name:	NAVAYOGASINGAM THURAISINGAM
Gender:	Male
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA
Phone:	(480)329-0149
Alt. Phone:	
Email:	NAVA@KINDHOSPITALITY.COM

KIND MACAYO LLC - Manager-LLC

Name:	KIND HOSPITALITY II LLC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23312727	State of Incorporation:	AZ
Incorporation Date:	12/27/2021		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVASINGAM@MSN.COM		

KIND HOSPITALITY II LLC - Member
KIND MACAYO LLC - Member

Name: LETIVA SINGAM TRUST
Contact Name: NAVAYOGASINGAM THURAISINGAM
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 1225 N GILBERT ROAD
MESA, AZ 85203
USA
Phone: (480)329-0149
Alt. Phone:
Email: NAVASINGAM@MSN.COM

LETIVA SINGAM TRUST - TRUSTEE
LETIVA SINGAM TRUST - TRUSTEE

Name: ARYANNA DEVI THURAISINGAM
Gender: Female
Correspondence Address: 1225 N GILBERT ROAD
MESA, AZ 85203
USA
Phone: (480)696-3079
Alt. Phone:
Email: ARYSIGAM@MSN.COM

MANAGERS

Name: DEREK TODD BOETTCHER
Gender: Male
Correspondence Address: 5737 E HILLERY DRIVE
SCOTTSDALE, AZ 85254
USA
Phone: (602)275-1721
Alt. Phone:
Email: DEREK@KINDHOSPITALITY.COM

****

Name: KIND HOSPITALITY II LLC
Contact Name: NAVAYOGASINGAM THURAISINGAM
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23312727 State of Incorporation: AZ
Incorporation Date: 12/27/2021
Correspondence Address: 1225 N GILBERT ROAD
MESA, AZ 85203
USA
Phone: (480)329-0149
Alt. Phone:
Email: NAVASINGAM@MSN.COM

APPLICATION INFORMATION

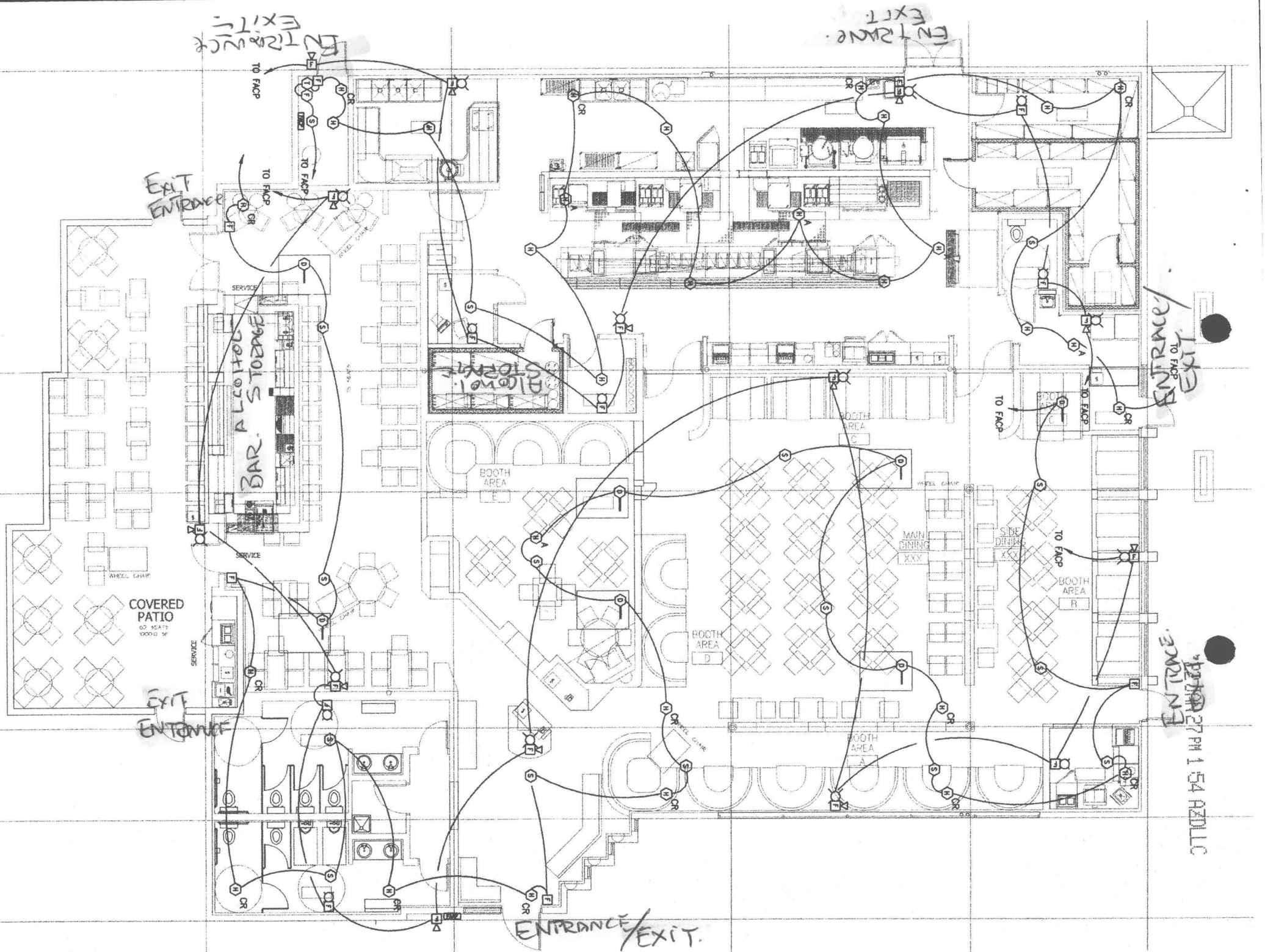
Application Number: 182498
Application Type: Owner Transfer IC
Created Date: 02/04/2022

QUESTIONS & ANSWERS

006 Bar

1) Are you applying for an Interim Permit (INP)?
   Yes
   A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   No
8) Did the Premises phone number change?
   No
10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
   BEL-ESPIRIT DAY SCHOOL- 2,640FT
   1375 N LITCHFIELD RD #104 GOODYEAR, AZ 85395

   PALM VALLEY CHURCH- 4,752 FT
   431 N LITCHFILED RD GOODYEAR,AZ 85338
11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
   TENANT
12) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   LEASE PAID IN FULL
13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
   NONE
14) Is there a drive through window on the premises?
   No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   CONTIGUOUS
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
   0


TO FACP
EXIT ENTRANCE
BAR. ALCOHOL STORAGE
SERVICE
WHEEL CHAIR
COVERED PATIO
60 SEATS
1000 SF
BOOTH AREA C
BOOTH AREA
BOOTH AREA D
BOOTH AREA A
BOOTH AREA B
MAIN DINING XXX
SIDE DINING XXX
ENTRANCE/EXIT.
ENTRANCE
EXIT

KIND MACAYO, LLC

KIND HOSPITALITY II, LLC
MANAGER 0%

LETIVA SINGAM TRUST
MEMBER 100%

KIND HOSPITALITY, INC.
MANAGER 0%

LETIVA SINGAM TRUST
TRUSTEE 100% MEMBER

ARYANNA DEVI THURAISINGAM
TRUSTEE

NAVAYOGASINGAM THRUASINGAM
DIRECTOR 100%

ARYANNA DEVI THURAISINGAM
TRUSTEE

'22 JAN 27 PM 1:53 AZDLLC

State of Arizona
Department of Liquor Licenses and Control

Created 02/04/2022 @ 10:38:35 AM

Local Governing Body Report

LICENSE

Number:	INP070017216	Type:	INP INTERIM PERMIT
Name:	MACAYO'S		
State:	Active		
Issue Date:	02/04/2022	Expiration Date:	05/20/2022
Original Issue Date:	02/04/2022		
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(623)209-7000		
Alt. Phone:	(480)329-0149		
Email:	NAVASINGAM@MSN.COM		

AGENT

Name:	NAVAYOGASINGAM THURAISINGAM
Gender:	Male
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA
Phone:	(480)329-0149
Alt. Phone:	
Email:	NAVASINGAM@MSN.COM

OWNER

Name:	KIND MACAYO LLC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1912344	State of Incorporation:	AZ
Incorporation Date:	10/23/2018		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVASINGAM@MSN.COM		

Officers / Stockholders

Name:	Title:	% Interest:
LETIVA SINGAM TRUST	Member	100.00
KIND HOSPITALITY II LLC	Manager-LLC	0.00

KIND HOSPITALITY II LLC - Manager-LLC

Name:	KIND HOSPITALITY INC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	CORPORATION		
AZ CC File Number:	F07765323	State of Incorporation:	DE
Incorporation Date:	05/07/1996		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVASINGAM@MSN.COM		

KIND HOSPITALITY INC - Director

Name:	NAVAYOGASINGAM THURAISINGAM
Gender:	Male
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA
Phone:	(480)329-0149
Alt. Phone:	
Email:	NAVA@KINDHOSPITALITY.COM

KIND MACAYO LLC - Manager-LLC

Name:	KIND HOSPITALITY II LLC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23312727	State of Incorporation:	AZ
Incorporation Date:	12/27/2021		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVASINGAM@MSN.COM		

KIND HOSPITALITY II LLC - Member
KIND MACAYO LLC - Member

Name: LETIVA SINGAM TRUST
Contact Name: NAVAYOGASINGAM THURAISINGAM
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 1225 N GILBERT ROAD
MESA, AZ 85203
USA
Phone: (480)329-0149
Alt. Phone:
Email: NAVASINGAM@MSN.COM

LETIVA SINGAM TRUST - TRUSTEE
LETIVA SINGAM TRUST - TRUSTEE

Name: ARYANNA DEVI THURAISINGAM
Gender: Female
Correspondence Address: 1225 N GILBERT ROAD
MESA, AZ 85203
USA
Phone: (480)696-3079
Alt. Phone:
Email: ARYSIGAM@MSN.COM

MANAGERS

Name: DEREK TODD BOETTCHER
Gender: Male
Correspondence Address: 5737 E HILLERY DRIVE
SCOTTSDALE, AZ 85254
USA
Phone: (602)275-1721
Alt. Phone:
Email: DEREK@KINDHOSPITALITY.COM

****

Name: KIND HOSPITALITY II LLC
Contact Name: NAVAYOGASINGAM THURAISINGAM
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23312727 State of Incorporation: AZ
Incorporation Date: 12/27/2021
Correspondence Address: 1225 N GILBERT ROAD
MESA, AZ 85203
USA
Phone: (480)329-0149
Alt. Phone:
Email: NAVASINGAM@MSN.COM

APPLICATION INFORMATION

Application Number: 182499
Application Type: New Application TC
Created Date: 02/04/2022

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   06070119
2) Is the license currently in use?
   Yes
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

*22 JAN 27 PM 1:53 AZDLLC

SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01. For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

1. Enter license number currently at the location: 06070119

2. Is the license currently in use? ☑ Yes ☐ No If no, how long has it been out of use? _____

NOTARY

I **(Print Full Name)** NAVAYOGASINGAM THURAISINGAM hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: _____ State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-12-2024 **Date**

BRIAN DURETTE
Notary Public - Arizona
Maricopa County
Commission # 588940
My Comm. Expires Oct 12, 2024

26 **Day** Day of JANUARY **Month**, 2022 **Year**

_____ **Signature of Notary**

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 10/23/2018 State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: 1912344 Date authorized to do business in AZ: 10/31/2018

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last First Middle	Title	%Owned	Mailing Address City State Zip
KIND HOSPITALITY II, LLC	MANAGER	0%	1225 N GILBERT ROAD MESA, AZ 85203
LETIVA SINGAM TRUST	MEMBER	100%	1225 N GILBERT ROAD MESA, AZ 85203

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S.§4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) **Last** **First** **Middle**

2.Assignee's Name: _____
Last **First** **Middle**

3.License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

*22 JAN 27 PM 1:54 AZDLLC

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

805-127

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06070119 / #182498

1. **Check the Appropriate Box** →

☐ Controlling Person	☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: THURAISINGAM, NAVAYOGASINGAM Birth Date: [redacted] (NOT a public record)
Last First Middle

3. Social Security #: [redacted] Driver License#: [redacted] State: AZ

4. Place of birth: TG. MALIM, PERAK, MALAYSIA Height: 5'6" Weight: 190 Eyes: BR Hair: BLK
City State COUNTRY (not county)

5. Name of current/most recent spouse: THURAISINGAM LETICIA EMILIA Birth Date: [redacted] (NOT a public record)
Last First Middle

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency? [redacted]

7. Daytime telephone number: 480.329.0149 E-mail address: NAVASINGAM@MSN.COM

8. Business Name: MACAYO RESTAURANT Business Phone: 623 / 209 / 7000

9. Business Location Address: 1474 N LITCHFIELD ROAD GOODYEAR, AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2005	CURRENT	CEO	KIND HOSPITALITY - 1225 N GILBERT RD MESA, AZ 85203

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'22 JAN 27 PM 1 54 AZDLLC

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
6/2021	CURRENT	8215 E VIEWCREST CIRCLE MESA, AZ 85207
8/2003	6/2021	4617 E GROVE CIRCLE MESA, AZ 85206

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☑ Yes ☐ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** NAVAYOGASINGAM THURAISINGAM hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-12-2024 (Date)

26 (Day) Day of JANUARY (Month), 2022 (Year)

BRIAN DURETTE
Notary Public - Arizona
Maricopa County
Commission # 588940
My Comm. Expires Oct 12, 2024

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'22 JAN 27 PM 1:54 AZDLLC

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) NAVAYOGASINGAM THURAISINGAM

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If **Yes**, indicate place of birth:

City Tg. Malim State (or equivalent) PERAK Country or Territory MALAYSIA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: PASSPORT
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

*22 JAN 27 PM 1:54 AZDLLC

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

*22 JAN 27 PM 1:54 AZDLLC

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

NAVAYOGASINGAM THURAISINGAM

Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

1/26/2022

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

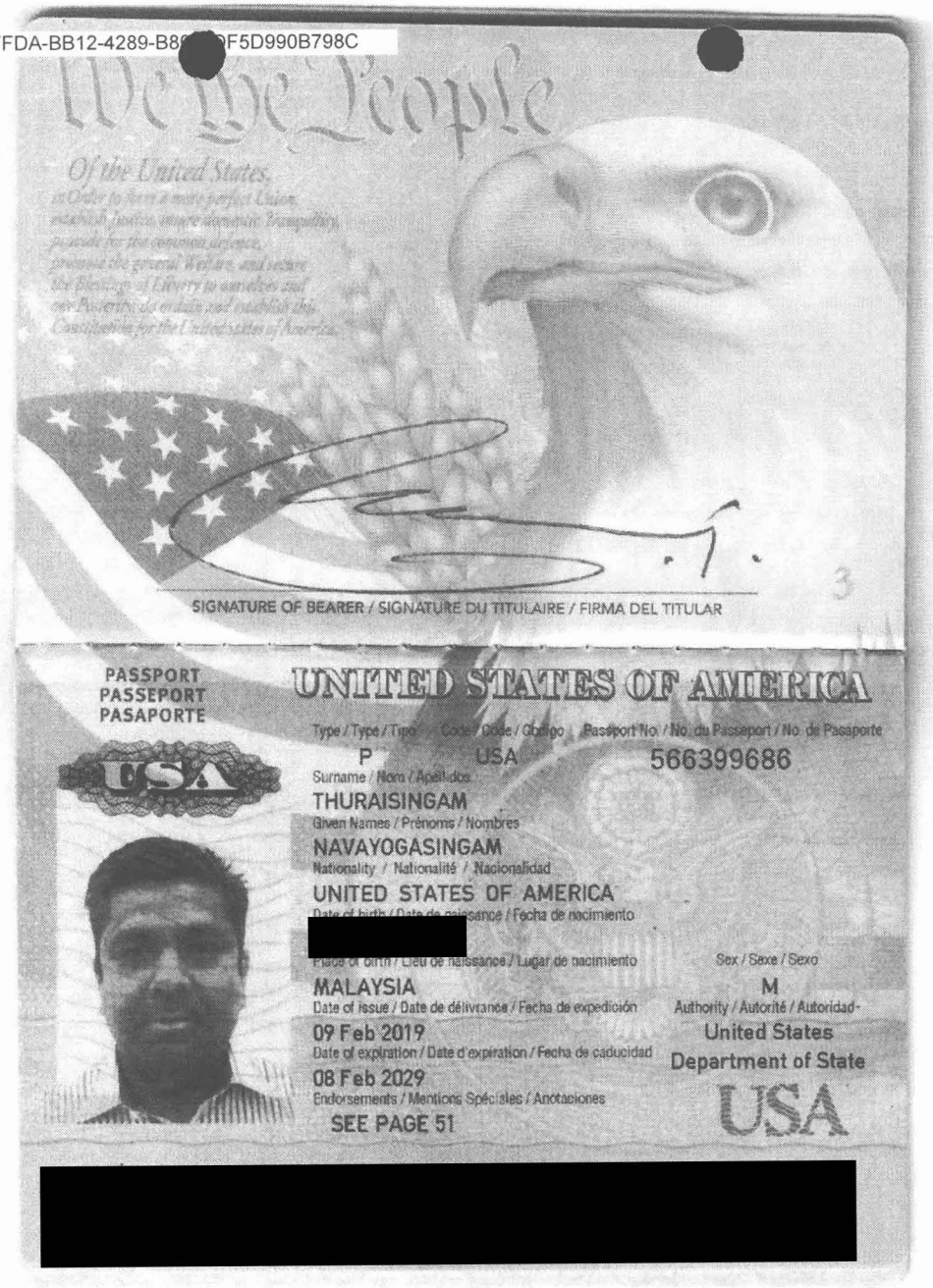
You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

DocuSign Envelope ID: BFC7FFDA-BB12-4289-B8[redacted]F5D990B798C

'22 JAN 27 PM 1:54 AZDLLC



'22 JAN 27 PM 1:54 AZDLLC

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

805-127 Pending

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06070119 / #182498

1. **Check the Appropriate Box** →

☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: THURAISINGAM ARYANNA DEVI (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security # [redacted] Driver License [redacted] State: AZ

4. Place of birth: FLAGSTAFF AZ USA (City / State / COUNTRY (not county)) Height: 5'1" Weight: 125 Eyes: BRO Hair: BLK

5. Name of current/most recent spouse: N/A (Last / First / Middle) Birth Date: ____/____/____ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: [redacted]

7. Daytime telephone number: 480.696.3079 E-mail address: ARYSINGAM@MSN.COM

8. Business Name: MACAYO RESTAURANT Business Phone: 623 / 209 / 7000

9. Business Location Address: 1474 N LITCHFIELD ROAD GOODYEAR, AZ MARICOPA 85338 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
07/2021	CURRENT	STUDENT	914 KEITH HILLS RD. LILLINGTON, NC 27546
11/2020	06/2021	HEALTH COACH	IORA HEALTH - 5916 MCKELLIPS RD MESA, AZ 85215
09/2019	10/2020	LAB TECHNICIAN	U OF A - 475 N 5TH ST. PHOENIX, AZ 85004
09/2018	09/2019	AMERICORPS VOLUNTEER	EMMAUS INC - 100 WINTER ST. HAVERHILL, MA 01830
08/2015	05/2018	STUDENT	4617 E GROVE CIR. MESA, AZ 85206

(ATTACH ADDITIONAL SHEET IF NECESSARY)

*22 JAN 27 PM 1:54 AZDLLC

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
07/2021	CURRENT	914 KEITH HILLS RD. LILLINGTON, NC 27546
05/2021	07/2021	8215 E VIEWCREST CIR. MESA, AZ 85207
09/2019	05/2021	4617 E GROVE CIR. MESA, AZ 85206
09/2018	09/2019	100 WINTER ST. HAVERHILL, MA 01830
08/2003	09/2018	4617 E GROVE CIR. MESA, AZ 85206

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☒No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** ARYANNA DEVI THURAISINGAM hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: A D T

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-12-2024 (Date)

26 (Day) Day of JANUARY (Month), 2022 (Year)

BRIAN DURETTE
Notary Public - Arizona
Maricopa County
Commission # 588940
My Comm. Expires Oct 12, 2024

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'22 JAN 27 PM 1:54 AZDLLC

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

805-127 pending

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06070119 / #182498

1. **Check the Appropriate Box** →

☐ Controlling Person ☐ Agent | ☑ Premises Manager (complete all questions except #12)

2. Name: Boettcher (Last) Derek (First) Todd (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: AZ

4. Place of birth: VANDENBURG AFB, CA USA (City / State / COUNTRY (not county)) Height: 6'3" Weight: 290 Eyes: BLUE Hair: BROWN

5. Name of current/most recent spouse: BOETTCHER (Last) GLORIA (First) SUZZANE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 2008

7. Daytime telephone number: 602.377.5665 E-mail address: DEREK@KINDHOSPITALITY.COM

8. Business Name: MACAYO RESTAURANT Business Phone: 623 / 209 / 7000

9. Business Location Address: 1474 N LITCHFIELD ROAD (Street (do not use PO Box)) GOODYEAR (City) AZ (State) MARICOPA (County) 85338 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2015	CURRENT	EXECUTIVE VP OF OPERATIONS	KIND HOSPITALITY

(ATTACH ADDITIONAL SHEET IF NECESSARY)

*22 JAN 27 PM 1:54 AZDLLC

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
07/2015	CURRENT	5737 E HILLERY DR, SCOTTSDALE AZ 85254

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ Yes ☐ No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** DEREK BOETTCHER hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-12-2024 (Date)

26 (Day) Day of JANUARY (Month), 2022 (Year)

BRIAN DURETTE
Notary Public - Arizona
Maricopa County
Commission # 588940
My Comm. Expires Oct 12, 2024

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: NAVAYOGASINGAM THURAISINGAM **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (602)542-2999

Certificate # ON-LINE

'22 JAN 27 PM 1 54 AZDLLC

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Derek Boettcher
Full Name (please print)

Signature

01/25/2022
Training Completion Date

01/25/2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness
Company Name

P.O. Box 6252, Chandler, Arizona 85246
Mailing Address

(480) 664-0389
Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

01 / 25 / 2022
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'22 JAN 7 PM 1:54 AZDLLC

Certificate # ON-LINE

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Derek Boettcher
Full Name (please print)

Signature

01/24/2022
Training Completion Date

01/24/2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness
Company Name

P.O. Box 6252, Chandler, Arizona 85246
Mailing Address

(480) 664-0389
Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

01 / 24 / 2022
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

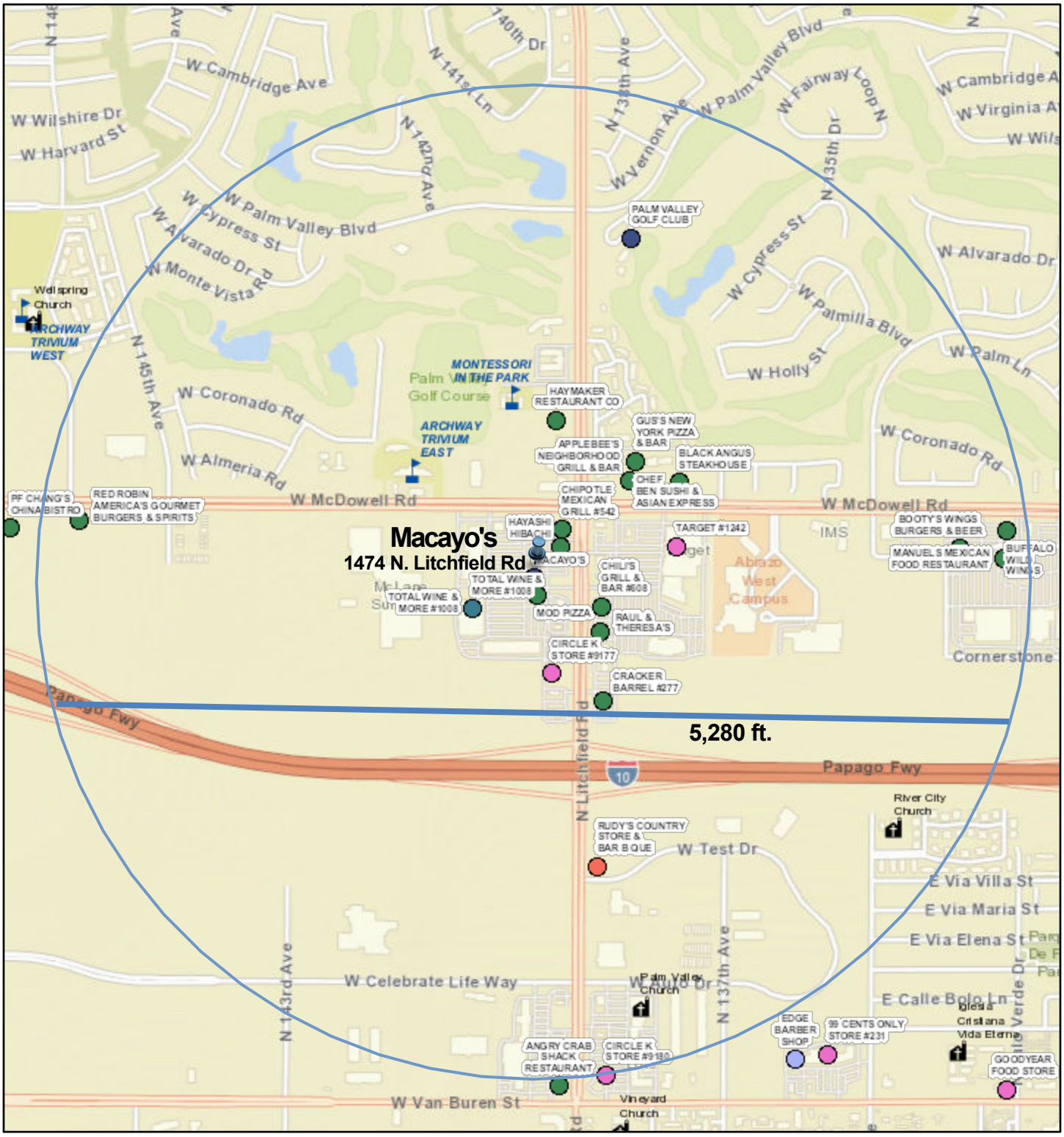
In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Liquor License Evaluation - Macayo's



3/14/2022, 10:48:04 AM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Schools

Places of Worship

September 2021 Liquor License Locations

BYOB

Bar

Beer & Wine Bar

Beer and Wine Store

Beer and Wine Store Sampling

Government

Hotel

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, City of Goodyear

Clerk and Recorder
City of Goodyear

Liquor Licenses Within One Mile of Macayo's

Applicant Address 1474 N. Litchfield Rd., Goodyear, AZ 85338

Liquor Establishments			
Business Name	**Address**	**Distance from Applicant Address**	**License Series**
MOD PIZZA	1380 N LITCHFIELD RD	184.21 ft	12
HAYASHI HIBACHI	1480 N LITCHFIELD RD	434.44 ft	12
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD RD	591.32 ft	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	740.86 ft	9, 09S
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD	783.89 ft	12
RAUL & THERESA'S	1363 N LITCHFIELD RD	913.44 ft	12
CIRCLE K STORE #9177	1264 N LITCHFIELD RD	1,041.41 ft	10
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL RD	1,451.25 ft	12
CRACKER BARREL #277	1209 N LITCHFIELD RD	1,507.45 ft	12
TARGET #1242	1515 N LITCHFIELD RD	1,556.25 ft	10
GUS'S NEW YORK PIZZA & BAR	13824 W MCDOWELL RD	1,645.57 ft	12
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL RD	1,645.57 ft	12
HAYMAKER RESTAURANT CO	1800 N LITCHFIELD RD	1,696.59 ft	12
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL RD	1,848.04 ft	12
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD RD	3,153.7 ft	7
PALM VALLEY GOLF CLUB	2211 N LITCHFIELD RD	3,772.09 ft	6
BOOTY'S WINGS BURGERS & BEERS	13375 W MCDOWELL RD	4,561.24 ft	12
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	4,898.38 ft	12
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL RD	5,050.06 ft	12
BUFFALO WILD WINGS	13311 W MCDOWELL RD	5,072.12 ft	12

Places of Worship		
Name	**Address**	**Distance from Applicant Address**
RIVER CITY CHURCH	1781 N CENTRAL AVE	4,679.62
PALM VALLEY CHURCH	431 N LITCHFIELD RD	4,714.55 ft

Schools		
Name	**Address**	**Distance from Applicant Address**
ARCHWAY TRIVIUM EAST	14130 W MCDOWELL RD	1,721.07 ft
MONTESSORI IN THE PARK	1832 N LITCHFIELD RD	1,945.75 ft

Series Legend:

Alternating Proprietorship (20)
Bar (6)
Beer & Wine Bar (7)
Beer & Wine Store (10)
Beer & Wine Store (10) with Sampling Privleges
Private Club (14)
Conveyance (8)
Craft Distiller (18)
Custom Crush (21)
Direct Shipment (17W)
Government (5)
Hotel (11)
Producer: In State (1)
Producer: Out of State (2)
Producer: Limited out of State (2L)
Producer: Out of State Winery (2W)
Producer: Out of State Microbrewery (2M)
Liquor Store (9)
Liquor Store (9) with Sampling Privleges
Microbrewery (3)
Restaurant (12)
Restaurant (12) with Growler Privileges
Special Event Contractor (SEC)
Wholesaler (4)
Winery (13)
Tasting Room (19)

ITEM #: 5.
DATE: 03/28/2022
AI #:691

CITY COUNCIL ACTION REPORT

SUBJECT: FY2023 FINANCIAL POLICIES

STAFF PRESENTER(S): Ryan Bittle, Finance Manager - Budget

SUMMARY

Each year the Council adopts Financial Policies that guide budget development and financial practices. As proposed, there is a single change to the existing Financial Policies to increase the amount of construction sales tax that will be recognized as ongoing from $5.6 million to $6.1 million. All other policies are unchanged.

Recommendation

Adopt the Financial Policies as presented. (Ryan Bittle, Finance Manager - Budget)

FISCAL IMPACT

These policies guide budget development. The recommended action will reclassify or shift an additional $500,000 of Construction Sales Tax to ongoing status in the General Fund. Whether the change in the amount allocated to ongoing General Fund is approved or not, the total Construction Sales Tax revenue estimated is unchanged.

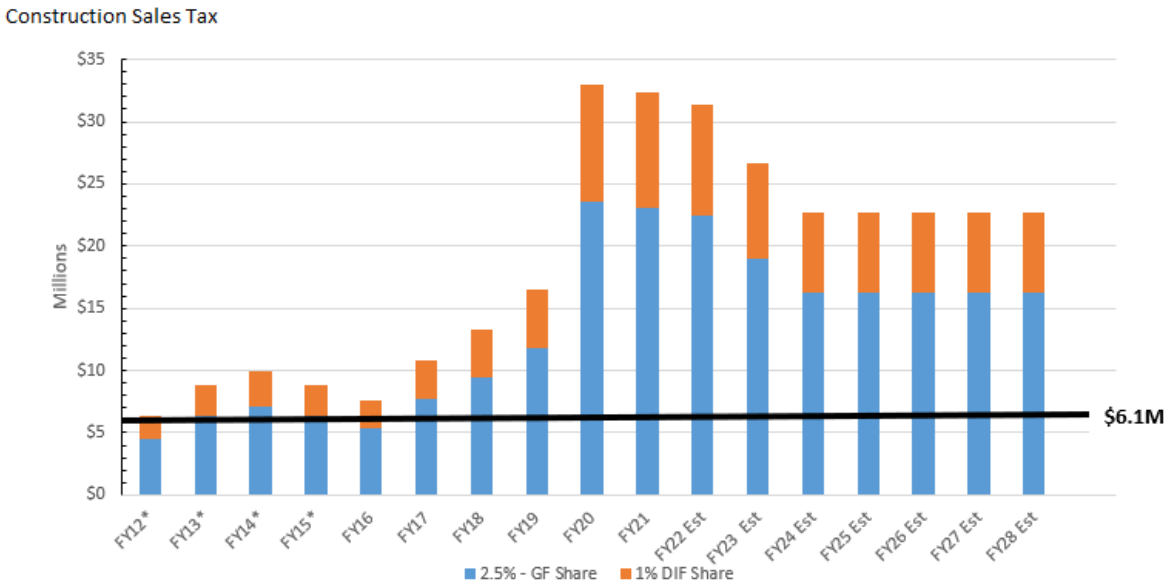
BACKGROUND AND PREVIOUS ACTIONS

The Financial Policies are adopted annually with the last update approved by City Council in February 2021. The proposed revision was discussed at a Work Session held on February 7th as part of the FY2022 and FY2023 update and five-year General Fund forecast.

STAFF ANALYSIS

The adopted financial policies call for an annual review of the portion of General Fund Construction Sales Tax allocated to ongoing purposes. The analysis of revenue for the most recent ten-years as shown below has been used to assess the base level of Construction Sales Tax revenue that would persist through an economic trough to support ongoing operations. Using the lowest of these measures, sets the ongoing portion of Construction Sales Tax at $6.1 million. This is the same basis that has been used since the policy was adopted for use in the FY2020 Budget. The General Fund forecast estimates Construction Sales Tax revenue to exceed $22 million per year through FY2028.

	FY2022	FY2023
Lowest 5 years Average	5.6	6.1
10 year Average	8.6	10.5
5 year Average	11.6	15.1



Attachments

Attachment A - Financial Policies

Attachment A

FINANCIAL POLICIES WITH PROPOSED CHANGES SHOWN

Overall Goals

The overall financial goals underlying these policies are:

1. Fiscal Conservatism: To ensure that the City is at all times in a solid financial condition. This can be defined as:

   A. Cash Solvency - the ability to pay bills.
   B. Budgetary Solvency - the ability to balance the budget.
   C. Long Run Solvency - the ability to pay future costs.
   D. Service Level Solvency - the ability to provide needed and desired services.

2. Flexibility: To ensure that the City is in a position to respond to changes in the economy or new service challenges without an undue amount of financial stress.

3. Adherence to the Highest Accounting and Management Practices: As set by the Government Finance Officers' Association standards for financial reporting and budgeting, by the Governmental Accounting Standards Board and other professional standards.

4. Comply with Statutory and Funding Entity Requirements in Budget Adoption: To ensure budgets are properly adopted and revenue restrictions are adhered to during planning, development, adoption, and implementation.

Budget Policies

1. Ongoing operating costs should be supported by ongoing, stable revenue sources. This protects the City from fluctuating service levels, and avoids crises when one-time revenues are reduced or removed. Some corollaries to this policy:

   A. Ending fund balance should be used only for one-time expenditures such as CIP projects, capital outlay, increasing reserves or contingency funds, and/or paying off outstanding debt. The portion attributable to ongoing set-asides or contingencies may be used to fund those purposes.

   B. Ongoing maintenance costs, such as street resurfacing or swimming pool re-plastering, should be financed through operating revenues, rather than through bonds.

   C. Fluctuating grants should not be used to finance ongoing programs.

D. $, $6.1 million in Construction Sales tax, to be reviewed annually, shall be treated as ongoing revenue. This recognizes the fact that based on the structure of transaction privilege taxes in Arizona there will always be a base level of activity that will occur generating ongoing revenue for the city.

Deleted: 5.6

2. The hierarchy from least spendable to most spendable fund balance for governmental funds is non-spendable, restricted, committed, assigned and unassigned. When funds are available from multiple classifications, the most restrictive fund is to be utilized first.

3. Ensure growth or development activities are funded commensurate with or in proportion to revenue generated from related fees.

4. General Fund and Enterprise Fund appropriations should include a contingency reserve account equal to or greater than 15% of the amount budgeted for ongoing revenues.

5. Enterprise Funds should be self-sufficient. They should include a sufficient un-appropriated fund balance to absorb fluctuations in annual revenue. Wherever possible, enterprise funds should be charged directly for "overhead" services, rather than using an indirect service transfer. These services include such things as employee fringe benefits, insurance costs, and telephone charges. Provision should also be made for interdepartmental charges for services such as solid waste disposal (landfill) and vehicle repair, when this is practical. Operational revenue should be great enough to cover capital costs and replacement or debt service as established within rate planning.

6. Asset Management reserves should be established, funded and used to replace and preserve General Fund assets consistent with department plans where ten-year average annual requirements at a minimum exceed $250,000. Other department plan-based replacements below this threshold should be incorporated into the base budget or capital improvement program and use one-time General Funds to address unusual peaks such as a single large technology application or system replacements.

7. Enterprise fund asset management requirements should be incorporated in multiyear forecasts and rate plans and included in the annual budget and capital improvement plan consistent with the underlying asset management plans.

8. Carryovers of one-time capital and operating projects from one budget year into the next will be estimated in the budget and reconciled by the Finance Department based on actual spending to ensure the project budget is adjusted to the approved funding level.

9. Debt Management

   A. Short-term borrowing or lease-purchase contracts should be considered for financing major operating capital equipment when the Finance Director along with the City's financial advisor determines and recommends that this is in the City's best interest. Lease/purchase decisions should have the concurrence of the appropriate operating manager.

B. Annual short-term debt payments should not exceed 5% of annual revenue or 20% of total annual debt.

C. City of Goodyear Public Improvement Corporation - lease payments are funded by an excise tax pledge. Requires a "coverage ratio" 1.50 to 1.00 of pledged excise tax revenue to debt payment.

D. Maintain and sell new General Obligation Bonds only when the combined Property Tax Rate of $1.74 or lower can be achieved.

E. Annual levy calculations should be at the maximum amount allowed for the City's primary property tax.

F. Maintain bond rating of investment grade from at least one rating agency.

G. Enterprise Funds should finance water and wastewater bonds sales where appropriate.

H. Bonds should not be financed by General Funds unless necessary. If General Funds finance bonds, the combined annual debt service shall not exceed ten percent (10%) of the current three years average operating revenues of the General Funds. Construction Sales Tax revenues considered as ongoing revenue per policy 1(D) will be included in computing the applicable revenue beginning with FY19.

10. Budgetary Control System

A. Monthly budget status reports will be reviewed by the City Manager and then presented to the full City Council.

B. Establish a Council-adopted triennial Strategic Plan with measurable goals and objectives to provide high level direction and priorities for operations and financial planning. Updates on progress against the triennial Strategic Plan will be provided no less than twice per year.

C. All changes to the Total Full-Time Equivalent (FTE) for ongoing positions as shown in city budget Schedule 5 and state budget Schedule G or equivalent schedules require City Council approval. This does not limit movement of budgeted positions within the organization by the City Manager.

11. Revenue Policies

A. A diversified and stable revenue system will be maintained to ensure fiscal health and absorb short run fluctuations in any one revenue source.

B. User fees for all operations will be examined every 3-5 years to ensure that fees cover direct and indirect cost of service. Rate adjustments for enterprises will be based on five-year enterprise fund plans.

C. Development fees for one-time capital expenses attributable to new development will be reviewed every 3-5 years to ensure that fees match development related expenses.

D. Cost analysis should be performed for all services in order to determine if fees collected are covering cost of service.

12. Capital Budget

A. A long-range capital improvement plan should be prepared and updated each year. This plan may include (in years other than the first year of the plan) "unfunded" projects that carry out the City's strategic and general plans, but it should also include a capital-spending plan that identifies projects that can be completed with known funding sources.

B. Each department must, when planning capital projects, estimate the impact on the City's operating budget.

13. Long Term Financial Plans

A. The City will adopt the annual budget in the context of a comprehensive financial plan for the General Fund. Financial plans for other funds may be developed as needed.

B. The General Fund long-term plan will establish assumptions for revenues, expenditures and changes to fund balance over a five-year horizon. The assumptions will be evaluated each year as part of the budget development process and should include operating costs anticipated for opening projects in the capital improvement plan.

ITEM #: 6.
DATE: 03/28/2022
AI #:754

CITY COUNCIL ACTION REPORT

SUBJECT: CREATE MID-YEAR CIP PROJECTS AND APPROVE EXPENDITURES TO REPLACE FIRE PUMPER UNITS 695, 696, AND 713, AND RELATED BUDGET TRANSFER

STAFF PRESENTER(S): Kevin Devery, Fleet Service Superintendent

SUMMARY

Create mid-year CIP projects 60082, 60083, and 60084 and approve expenditures to advance the replacement of Units 695, 696, and 713, all fire pumpers, and related budget transfer. The replacements are being moved up one fiscal year to get ahead of price increases and extended delivery times identified by the vendor.

Recommendation

Approve the creation of new CIP projects and approve expenditures to replace Units 695, 696, and 713 and related budget transfer. (Kevin Devery, Fleet Superintendent)

FISCAL IMPACT

Establish CIP Project 60082 Fire Apparatus (Unit 695), Project 60083 (Unit 696), and Project 60084 (Unit 713), each in the amount of $947,000. These projects will cover the costs related to the purchase and upfit of these mid-year replacements. Funding for these projects is from the fleet asset management fund. All proceeds from the sale or trade-in of the existing vehicles will be deposited into the fleet asset management fund.

BACKGROUND AND PREVIOUS ACTIONS

Units 695, 696, and 713 are 2014 KME fire apparatus pumpers, currently planned for replacement in the Fleet Asset Management Plan in FY2023. We were recently made aware by the manufacturer that due to supply chain issues and the increasing cost of raw materials that their delivery schedule is increasing from the typical 12 months to almost two years. Additionally, they will be implementing a price increase of $60,000 per unit on May 1.

STAFF ANALYSIS

Due to the increased delivery schedule and pending price increase, we are requesting to move forward the replacement of these three pumpers now. Once replaced, Units 695, 696, and 713 will be sold at auction and the proceeds from the auction will be deposited into the fleet asset management fund.

ITEM #: 7.
DATE: 03/28/2022
AI #:767

CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF A QUIT CLAIM DEED FOR WELL SITE 11 ASSOCIATED WITH THE FINAL PLAT FOR AIRPARK LOGISTICS CENTER

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

SUMMARY

Approval of the acceptance of the Quit Claim Deed for the reconfiguration of City Well Site #11 associated with the Final Plat for Airpark Logistics Center. (Linda Beals, Real Estate Coordinator

Recommendation

Approve the acceptance of the Quit Claim Deed required for the reconfiguration of City Well Site #11, located on the east side of Bullard Avenue, south of Yuma Road. (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 this deed.

BACKGROUND AND PREVIOUS ACTIONS

On January 24, 2022, Council approved the Final Plat for Airport Logistics Center, which was subsequently recorded in the official records of the Maricopa County on February 23, 2022, in Book 1650, Page 18 (“Final Plat”). That same day, Council approved Resolution 2022-2206 declaring a portion of the Well 11 Site as right-of-way.

STAFF ANALYSIS

To facilitate the development of Airport Logistics Center, the City, at the property owner’s request, agreed to relinquish part of the Well 11 Site declaring it as right-of-way, so a turn lane into the property could be constructed. In exchange, the property owner agreed to convey additional property to the city for the Well 11 Site and to provide access easements needed to access the reconfigured well site.

Staff sought to have the conveyance of the additional property for the Well 11 Site, the dedication of the access easement to the reconfigured Well 11 Site, and the declaration of the right-of-way completed prior to the Final Plat being presented to council. Unfortunately, that did not occur. Instead, the additional property that was to be conveyed to the city, identified as Tract B on the Final Plat, and the access easement needed to access the reconfigured Well 11 Site were conveyed to the city on the

Final Plat.

Although this conveyance is legally binding, the Maricopa County Assessor's Office has, in the past, failed to recognize tract dedications as a property conveyance and has failed to change the ownership in the system. This is problematic because until the ownership has been changed, taxes are assessed against the property. To eliminate the risk of this occurring in this case, the Final Plat approval included a stipulation that required the landowner to provide an original executed quit claim deed, conveying the additional area required for Well Site 11 (Tract "B" on the Final Plat), to the city within fifteen days after the recordation of the Final Plat.

As required, the landowner CIP18 CRE CITY CENTER AIRPORT OWNER, LLC, a Delaware limited liability corporation, has provided the executed Quit Claim Deed attached hereto and staff recommends acceptance.

Attachments

Quit Claim Deed

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)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CIP18 CRE CITY CENTER AIRPARK OWNER LLC, a Delaware limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, any right, title, or claim Grantor may have in and to the certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed this 24th day of Feb, 2022.

GRANTOR:

CIP18 CRE CITY CENTER AIRPARK OWNER LLC,
a Delaware limited liability company

By: CIP18 CRE City Center Airpark Holdings LLC,
a Delaware limited liability company,
Its: Sole Member

By: CIP18 City Center Airpark Investor LLC,
a Delaware limited liability company,
a Manager

By: CIP18 City Center Airpark LLC,
a Delaware limited liability company,
Its: Sole Manager

By: _____
Name: David Sellers
Its: _____

Commonwealth of AZ)
) ss.
County of Maricopa)

On this 24th day of Feb, 2022, before me, the undersigned notary public, personally appeared David Sellers proved to me through satisfactory evidence of identification, which were Valid drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Sole Manager of CIP18 City Center Airpark LLC, a Delaware limited liability company, as the Sole Manager of CIP18 City Center Airpark Investor LLC, a Delaware limited liability company, a Manager of CIP18 CRE City Center Airpark Holdings LLC, a Delaware limited liability company, as Sole Member of CIP18 CRE CITY CENTER AIRPARK OWNER LLC, a Delaware limited liability company.

_____
Notary Public

My Commission Expires:
12/4/23

KAYLA S. MILLER
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 577986
Expires December 4, 2023

GRANTEE:

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

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Quit Claim Deed) was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
Legal Description

TRACT B, AIRPARK LOGISTICS CENTER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 1650, Page 18.

ITEM #: 8.
DATE: 03/28/2022
AI #:766

CITY COUNCIL ACTION REPORT

SUBJECT: TERMINATION AND RELEASE OF A WATER LINE EASEMENT ASSOCIATED WITH THE SUNWEST FEDERAL CREDIT UNION SITE

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

SUMMARY

Approval of the partial termination and release of a Water Line Easement associated with the SunWest Federal Credit Union site.

Recommendation

Approve and authorize execution of the Partial Termination and Release of Easement terminating a portion of a water line easement located within Pebble Creek Marketplace. (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 partial termination and release of this easement.

BACKGROUND AND PREVIOUS ACTIONS

On or about August 20, 2018, the City approved the Final Plat for Pebble Creek Marketplace which was recorded in the official records of Maricopa County on March 15, 2019, in Book 1447, Page 1 (“Final Plat”). The Final Plat included a dedication of a Water Easement, a portion of which is located on Lot 4 of the Final Plat (“Water Line Easement”).

SunWest Federal Credit Union is in the process of developing Lot 4 of the Final Plat, and the driveway location requires the termination of the portion Water Line Easement located in Lot 4 of the Final Plat, as described in Exhibit “A” of the attached Partial Termination and Release of Easement (“Release Area”). There has been no water infrastructure placed or constructed within the Release Area of the existing Water Line Easement.

STAFF ANALYSIS

Sunwest Federal Credit Union has provided the City with a replacement Water Meter and Water Line Easement for the new location of the water meter and associated water line, which will be recorded immediately after the recordation of the Partial Termination and Release of Easement document. City staff has determined that the portion of the existing Water Line Easement subject to the termination will no longer be necessary, upon the recordation of the new Water Meter and Water Line Easement. Therefore, City staff is recommending the partial termination of the existing Water Line Easement.

Attachments

Partial Termination and Release

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)(2)

PARTIAL TERMINATION AND RELEASE OF EASEMENT

THIS PARTIAL TERMINATION AND RELEASE OF EASEMENT (the "Release") is executed this ____ day of_____, 2022 by the CITY OF GOODYEAR, an Arizona municipal corporation (the "City").

RECITALS

A. WHEREAS, on or about August, 20, 2018 the City approved the Final Plat for Pebble Creek Marketplace which was recorded in the official records of Maricopa County on March 15, 2019 in Book 1447, Page 1 ("Final Plat"); and,

B. WHEREAS, the Final Plat included a dedication of a Water Easement, a portion of which is located on Lot 4 of the Final Plat ("Water Line Easement"); and

C. WHEREAS, SunWest Federal Credit Union is in the process of developing Lot 4 of the Final Plat, and the driveway location requires the termination of the portion Water Line Easement located in Lot 4 of the Final Plat, as described in the attached Exhibit "A" and depicted in the attached Exhibit "B," both of which are attached hereto and made a part hereof ("Release Area").

D. WHEREAS, no water infrastructure improvements have been constructed within the Release Area.

E. WHEAREAS, Pursuant to A.R.S. § 9-402, the City Council of the City of Goodyear is vested with the power to dispose of easements owned by the City that are no longer needed; and

F. WHEREAS, the City has determined that the portion of the Water Line Easement within the Release Area is no longer needed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby terminates and releases it is interest solely in the portion of Water Line Easement located within the Release Area as described in Exhibit A. The Water Line Easement conveyed to the City in the Final Plat remains in full force and

effect and the City retains all rights, title and interests in the Water Line Easement except as to the Release Area.

This Release is not intended to, nor does it, release any interest that the City may have in the Release Area arising by virtue of any dedication or conveyance instrument recorded in the Official Records of the Maricopa County Recorder other than the Water Line Easement.

Dated this ____ day of _____ 2022.

CITY OF GOODYEAR, ARIZONA

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

On this _____ day of _____, 2022, personally appeared before me _____, as _____of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

Exhibits on Following Pages

Exhibit A
Legal Description of the Easement Abandonment

EXHIBIT "A"

LEGAL DESCRIPTION FOR
APN 500-10-865
EASEMENT ABANDONMENT ON LOT 4
PER BOOK 1447, PAGE 1, M.C.R.

A PORTION OF THE WATER AND SEWER EASEMENT AS SHOWN ON LOT 4 OF THE FINAL PLAT FOR "PEBBLE CREEK MARKETPLACE", AS RECORDED IN BOOK 1447, PAGE 1, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF G.L.O. LOT 1, SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF SAID LOT 4;

THENCE NORTHERLY ALONG THE EAST PROPERTY LINE OF SAID LOT 4, NORTH 0º26'23" EAST, A DISTANCE OF 13.33 FEET, TO A POINT ON THE EAST PROPERTY LINE;

THENCE DEPARTING SAID LINE, NORTH 88º12'13" WEST ALONG THE EXISTING WATER AND SEWER EASEMENT LINE, A DISTANCE OF 122.44 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, NORTH 88°12'13" WEST, A DISTANCE OF 10.00 FEET;

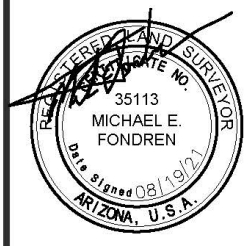
THENCE DEPARTING SAID LINE, NORTH 01°47'47" EAST, A DISTANCE OF 6.75 FEET;

THENCE SOUTH 88°12'13" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 01°47'47" WEST, A DISTANCE OF 6.75 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 68 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Title: LEGAL DESCRIPTION

Project #: 09003110

Date: 08/19/2021

Scale: N / A

Page: 1 OF 4

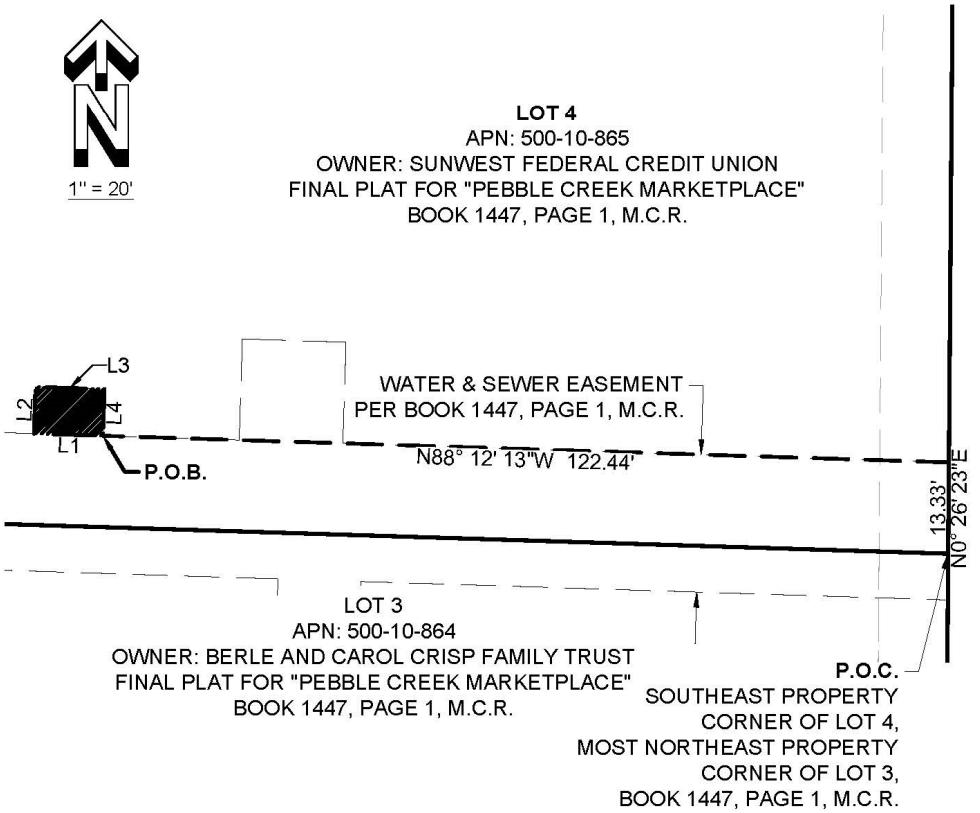
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LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-0180

Exhibit B

Legal Description of the Easement Abandonment (Depiction and Line Table)

EXHIBIT "B"

LEGAL EXHIBIT FOR
APN 500-10-865
EASEMENT ABANDONMENT ON LOT 4
PER BOOK 1447, PAGE 1, M.C.R.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35113
MICHAEL E.
FONDREN
Date Signed 08/19/21
ARIZONA, U.S.A.

Title: EXHIBIT

Project #: 09003110

Date: 08/19/2021

Scale: 1" = 20'

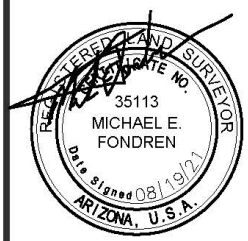
Page: 2 OF 4

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EXHIBIT "B"

LEGAL EXHIBIT FOR
APN 500-10-865
EASEMENT ABANDONMENT ON LOT 4
PER BOOK 1447, PAGE 1, M.C.R.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N88° 12' 13"W
L2	6.75	N1° 47' 47"E
L3	10.00	S88° 12' 13"E
L4	6.75	S1° 47' 47"W



Title: EXHIBIT

Project #: 09003110

Date: 08/19/2021

Scale: N / A

Page: 3 OF 4

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Exhibit C

Legal Description of the Easement Abandonment (Closure Report)

EXHIBIT "C"

CLOSURE REPORT FOR
APN 500-10-865
EASEMENT ABANDONMENT ON LOT 4
PER BOOK 1447, PAGE 1, M.C.R.

CLOSURE

N88°12'13" W 10.00

N01°47'47" E 6.75

S88°12'13" E 10.00

S01°47'47" W 6.75

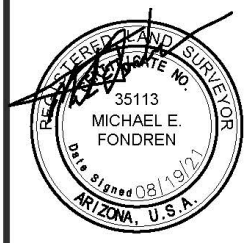
AREA = 68 0.002 AC

CLOSING COURSE: 00°00'00" 0.000000

PRECISION: 1/INFINITY

NORTH ERROR: 0.000000

EAST ERROR: 0.000000



Title: CLOSURE REPORT

Project #: 09003110

Date: 08/19/2021

Scale: N / A

Page: 4 OF 4

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ITEM #: 9.
DATE: 03/28/2022
AI #:765

CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.29

STAFF PRESENTER(S): Stephen Scinto, Deputy City Engineer

SUMMARY

Development Agreement for Estrella Parcel 9.29 providing for building permit holds to be used to ensure completion of internal infrastructure within Estrella Parcel 9.29.

Recommendation

ADOPT RESOLUTION NO. 2022-2220 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.29; 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. (Stephen Scinto, Deputy Director of Development Engineering)

FISCAL IMPACT

There is no fiscal impact associated with Resolution No. 2022-2220.

BACKGROUND AND PREVIOUS ACTIONS

This request is related to the development of approximately 10.32 acres of land commonly known as Estrella Parcel 9.29. A final plat for Parcel 9.29 is being presented by separate action.

STAFF ANALYSIS

Property owners developing within the city are required to construct public infrastructure improvements within, 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 platted 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 Estrella Parcel 9.29. The terms related to financial assurance will encourage development while providing adequate assurances that required public infrastructure will be completed.

Attachments

Resolution w-Ex. A

RESOLUTION NO. 2022-2220

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.29; 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, Estrella North, LLC, a Delaware limited liability company is the master developer of that certain master planned community currently known as Estrella and formerly known as Estrella Mountain Ranch; and

WHEREAS, Estrella North, a Delaware limited liability company ("Estrella North") owns approximately 10.32 acres of land commonly known as Estrella Parcel 9.29 and is generally located north of W. Mountain Vista Drive between S. 182 Dr and Willis Road (the "Property"); and

WHEREAS, Estrella North 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, Estrella North 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, Estrella North 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 approve the Development Agreement for Estrella Parcel 9.29, entered into by and between Estrella North, 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.

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_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT ‘A’

DEVELOPMENT AGREEMENT
FOR ESTRELLA PARCEL 9.29

(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 9.29

This Development Agreement for Estrella Parcel 9.29 is entered into by and between Estrella North LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation.

RECITALS

A. WHEREAS Estrella North LLC, a Delaware limited liability company is the master developer of that certain master planned community located south of the Gila River currently known as Estrella and formerly known as Estrella Mountain Ranch; and

B. WHEREAS Estrella North LLC, a Delaware limited liability company owns approximately 10.32 acres of land as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); 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 constructing public infrastructure improvements required to support the construction and sale of 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 9.29 entered into by and between Estrella North 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 Estrella North 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 Estrella North 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. "Platted Property" means the portion of the Property that is included within a recorded final plat.

2.11. "Successors and Assigns" means any person and/or entity that succeeds to, acquires, or is assigned any interest in all or part of the Property except as provided in Paragraph 14 below.

3. EFFECTIVE DATE. The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council 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, and (ii) 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 or upon Owner posting alternate assurances as described in Section 6.1 and 6.2.

5. COMMENCEMENT OF CONSTRUCTION. 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 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 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 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:** Estrella North LLC Attn: Timothy P. Brislin 17700 N. Pacesetter Way, Suite 100 Scottsdale, Arizona 85255
copy to: City of Goodyear Attn: Director of Engineering 190 North Litchfield Road Goodyear, Arizona 85338	**copy to:** Estrella North LLC Attn: Pete Teiche 10300 S. Estrella Parkway Goodyear, Arizona 85338
copy to: City of Goodyear Attn: City Attorney 190 North Litchfield Road Goodyear, Arizona 85338	**copy to:** Bergin, Frakes, Smalley & Oberholtzer PLLC Attn: Carolyn Oberholtzer 4343 E. Camelback Road, Suite 210 Phoenix, Arizona 85018

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 14, 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. Except as otherwise provided in Paragraph 14, the provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned only upon prior written consent by the City, which shall not be unreasonably withheld, in whole or in part, by written instrument, however any assignment to any subsequent owner of all or any portion of the Property may be made without further consent from the City.

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 a 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.

Signatures, Acknowledgments, and Exhibits on Following Pages

OWNER and MASTER DEVELOPER:

ESTRELLA NORTH LLC,
a Delaware limited liability company
By: Estrella Partners LP, a Delaware limited partnership
Its: Sole Member and Manager
By: Goodyear EMR GP LLC a Delaware limited liability company
Its: General Partner
By: EMR Harvard LLC, an Arizona limited liability company
Its: Administrative Member
By: Harvard Investments, Inc., a Nevada Corporation
Its: Manager

By: _____
Name: Timothy P. Brislin
Title: Authorized Rep

By: _____
Name: Arthur W. Meller
Title: Assistant Treasurer

STATE OF ARIZONA }
} ss
County of Maricopa }

The foregoing document was acknowledged before me this 4th day of ~~February~~ March, 2022 by Timothy P. Brislin, the Authorized Representative and Arthur W. Meller, the Assistant Treasurer of Harvard Investments, Inc., Manager of EMR Harvard LLC, Administrative Member of Goodyear EMR GP LLC, General Partner of Estrella Partners LP, Sole Member and Manager of Estrella North LLC. Inc.

_____
Notary Public

MARY I TAYLOR
Notary Public - Arizona
Maricopa County
Commission # 590917
My Comm. Expires Oct 28, 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 Estrella Parcel 9.29 by and between Estrella North LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2022, by Julie Arendall, 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 9.29

PARCEL 9.29 WHICH IS LOCATED IN SECTION 27 AND 34 TOWNSHIP 1 SOUTH, RANGE 2 WEST PER THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF GOODYEAR, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

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

THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 27 SOUTH 88°51'31" WEST, A DISTANCE OF 1,306.15 FEET, TO THE **POINT OF BEGINNING;**

THENCE LEAVING SAID SOUTH SECTION LINE NORTH 10°04'33" WEST, A DISTANCE OF 38.88 FEET;

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

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

THENCE NORTH 31°52'38" WEST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 33.16 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

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

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 272.91 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 55°04'33" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 89.93 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE SOUTH 78°47'23" WEST, A DISTANCE OF 11.92 FEET;

THENCE NORTH 44°35'38" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 44°35'38" WEST, 100.00 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 5°01'37", AND AN ARC LENGTH OF 8.77 FEET;

THENCE NORTH 39°34'01" WEST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 1°16'03" EAST, A DISTANCE OF 13.42 FEET, TO THE BEGINNING OF A NONTANGENT CURVE WHOSE RADIUS BEARS NORTH 43°30'49" EAST, 158.00 FEET;

THENCE NORTHEWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 2°18'35", AND AN ARC LENGTH OF 6.37 FEET;

THENCE NORTH 44°10'36" WEST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.64 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 292.99 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 18°35'12", AND A LENGTH 95.05 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 59.30 FEET;

THENCE SOUTH 8°31'26" EAST, A DISTANCE OF 11.30 FEET;

THENCE SOUTH 35°32'09" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NONTANGENT CURVE WHOSE RADIUS BEARS NORTH 35°32'09" EAST, 225.00 FEET;

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

THENCE SOUTH 35°39'10" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 81°28'58" WEST, A DISTANCE OF 11.32 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 23.88 FEET;

THENCE SOUTH 52°18'42" EAST, A DISTANCE OF 155.11 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 674.95 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 245.70 FEET;

THENCE NORTH 3°11'34" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 49.66 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 194.91 FEET;

THENCE NORTH 34°55'27" EAST, A DISTANCE OF 22.63 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 1.87 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 59°21'48" EAST, A DISTANCE OF 23.90 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 18°14'09" WEST, A DISTANCE OF 225.00 FEET;

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

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 250.35 FEET, TO THE **POINT OF BEGINNING**.

SAID AREA CONTAINS 449,587 SQUARE FEET OR 10.32 ACRES, MORE OR LESS.

ITEM #: 10.
DATE: 03/28/2022
AI #:775

CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 12.23 PHASE 2

STAFF PRESENTER(S): Stephen Scinto, Deputy City Engineer

SUMMARY

Development Agreement for Estrella Parcel 12.23 Phase 2 providing for building permit holds to be used to ensure completion of internal infrastructure within Estrella Parcel 12.23 Phase 2.

Recommendation

ADOPT RESOLUTION NO. 2022-2222 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 12.23 PHASE 2; 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. (Stephen Scinto, Deputy Director of Development Engineering)

FISCAL IMPACT

There is no fiscal impact associated with Resolution No. 2022-2222.

BACKGROUND AND PREVIOUS ACTIONS

This request is related to the development of approximately 16.79 acres of land commonly known as Estrella Parcel 12.23 Phase 2. A final plat for Parcel 12.23 Phase 2 is being presented by separate action.

STAFF ANALYSIS

Property owners developing within the city are required to construct public infrastructure improvements within, 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 platted 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 Estrella Parcel 12.23 Phase 2. The terms related to financial assurance will encourage development while providing adequate assurances that required public infrastructure will be completed.

Attachments

Resolution w-Ex A Development Agreement

RESOLUTION NO. 2022-2222

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 12.23 PHASE 2; 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, Estrella North, LLC, a Delaware limited liability company is the master developer of that certain master planned community currently known as Estrella and formerly known as Estrella Mountain Ranch; and

WHEREAS, Estrella North, a Delaware limited liability company ("Estrella North") owns approximately 16.79 acres of land commonly known as Estrella Parcel 12.23 Phase 2, which is generally located at the southeast corner of Estrella Parkway and W. Rock Wren Road (the "Property"); and

WHEREAS, Estrella North 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, Estrella North 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, Estrella North 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 approve the Development Agreement for Estrella Parcel 12.23 Phase 2, entered into by and between Estrella North, 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.

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_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT ‘A’

DEVELOPMENT AGREEMENT
FOR ESTRELLA PARCEL 12.23 PHASE 2

(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 12.23 Phase 2

This Development Agreement for Estrella Parcel 12.23 Phase 2 is entered into by and between Estrella North LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation.

RECITALS

A. WHEREAS Estrella North LLC, a Delaware limited liability company is the master developer of that certain master planned community located south of the Gila River currently known as Estrella and formerly known as Estrella Mountain Ranch; and

B. WHEREAS Estrella North LLC, a Delaware limited liability company owns approximately 16.79 acres of land generally located at the southeast corner of Estrella Parkway and W. Rock Wren Road as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); 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 constructing public infrastructure improvements required to support the construction and sale of 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 12.23 Phase 2 entered into by and between Estrella North 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 Estrella North 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 Estrella North 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. "Platted Property" means the portion of the Property that is included within a recorded final plat.

2.11. "Successors and Assigns" means any person and/or entity that succeeds to, acquires, or is assigned any interest in all or part of the Property except as provided in Paragraph 14 below.

3. EFFECTIVE DATE. The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council 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, and (ii) 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 or upon Owner posting alternate assurances as described in Section 6.1 and 6.2.

5. COMMENCEMENT OF CONSTRUCTION. 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 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 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 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:** Estrella North LLC Attn: Timothy P. Brislin 17700 N. Pacesetter Way, Suite 100 Scottsdale, Arizona 85255
copy to: City of Goodyear Attn: Director of Engineering 190 North Litchfield Road Goodyear, Arizona 85338	**copy to:** Estrella North LLC Attn: Pete Teiche 10300 S. Estrella Parkway Goodyear, Arizona 85338
copy to: City of Goodyear Attn: City Attorney 190 North Litchfield Road Goodyear, Arizona 85338	**copy to:** Bergin, Frakes, Smalley & Oberholtzer PLLC Attn: Carolyn Oberholtzer 4343 E. Camelback Road, Suite 210 Phoenix, Arizona 85018

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 14, 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. Except as otherwise provided in Paragraph 14, the provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned only upon prior written consent by the City, which shall not be unreasonably withheld, in whole or in part, by written instrument, however any assignment to any subsequent owner of all or any portion of the Property may be made without further consent from the City.

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 a 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.

Signatures, Acknowledgments, and Exhibits on Following Pages

OWNER and MASTER DEVELOPER:

ESTRELLA NORTH LLC,
a Delaware limited liability company

By: Estrella Partners LP, a Delaware limited partnership
Its: Sole Member and Manager

By: Goodyear EMR GP LLC a Delaware limited liability company
Its: General Partner

By: EMR Harvard LLC, an Arizona limited liability company
Its: Administrative Member

By: Harvard Investments, Inc., a Nevada Corporation
Its: Manager

By: _____
Name: Timothy P Brislin
Its: Authorized Representative

By: _____
Name: Arthur W. Mellor
Its: Asst. Treasurer

STATE OF ARIZONA)
) ss
County of Maricopa)

The Development Agreement for Estrella Parcel 12.23 Phase 2 by and between Estrella North LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this 14th day of March, 2022 by Timothy P Brislin, the Authorized Representative and Arthur W Mellor, the Asst. Treasurer of Harvard Investments, Inc., the Manager of EMR Harvard LLC, the Administrative Member of Goodyear EMR GP LLC, the General Partner of Estrella Partners LP, Sole Member and Manager of Estrella North LLC Inc.

RHONDA L WELLS
Notary Public - Arizona
Maricopa County
Commission # 567367
My Comm. Expires Aug 19, 2023

Rhonda L Wells
NOTARY PUBLIC

Signatures, Acknowledgments, and Exhibits on Following Pages

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 12.23 Phase 2 by and between Estrella North LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2022, by Julie Arendall, 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

ESTRELLA MOUNTAIN RANCH PARCEL 12.23 PH2
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

A PART OF SECTIONS 14 AND 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO BRASS CAP, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHENCE A GLO BRASS CAP, FOUND AT THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 0°14'25" WEST (BASIS OF BEARING), A DISTANCE OF 2,633.85 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, SOUTH 0°14'25" WEST, A DISTANCE OF 1,735.58 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, NORTH 89°45'35" WEST, A DISTANCE OF 976.49 FEET, TO A POINT ON THE WEST LINE OF THE TRANSMISSION LINE EASEMENT, RECORDED UNDER INSTRUMENT NUMBER 88-243783, MARICOPA COUNTY RECORDS (MCR), AND TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE OF THE TRANSMISSION LINE EASEMENT, SOUTH 10°36'09" EAST, A DISTANCE OF 372.68 FEET;

THENCE DEPARTING SAID WEST LINE OF THE TRANSMISSION LINE EASEMENT, SOUTH 61°48'28" WEST, A DISTANCE OF 123.06 FEET;

THENCE SOUTH 68°04'47" WEST, A DISTANCE OF 244.46 FEET;

THENCE SOUTH 55°13'59" WEST, A DISTANCE OF 47.84 FEET;

THENCE SOUTH 44°30'14" WEST, A DISTANCE OF 141.00 FEET;

THENCE SOUTH 28°53'18" WEST, A DISTANCE OF 48.80 FEET;

THENCE SOUTH 22°13'38" WEST, A DISTANCE OF 274.07 FEET;

THENCE NORTH 80°21'05" WEST, A DISTANCE OF 778.12 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF ESTRELLA PARKWAY, AS SHOWN ON ESTRELLA PHASE ONE, MAP OF DEDICATION, RECORDED UNDER BOOK 318, PAGE 38, MCR, AND TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS POINT BEARING SOUTH 80°18'53" EAST, A DISTANCE OF 2,935.00 FEET;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY, ALONG SAID CURVE, A DISTANCE OF 342.44 FEET, THROUGH A CENTRAL ANGLE OF 6°41'06", SAID CURVE HAVING A CHORD OF NORTH 13°01'40" EAST, A DISTANCE OF 342.24 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY, NORTH 16°22'13" EAST, A DISTANCE OF 364.71 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY, SOUTH 73°37'33" EAST, A DISTANCE OF 185.10 FEET;

THENCE SOUTH 16°22'27" WEST, A DISTANCE OF 137.26 FEET;

THENCE SOUTH 73°37'33" EAST, A DISTANCE OF 93.23 FEET;

THENCE NORTH 44°30'14" EAST, A DISTANCE OF 318.45 FEET;

THENCE NORTH 43°53'48" EAST, A DISTANCE OF 47.42 FEET;

THENCE NORTH 44°44'54" EAST, A DISTANCE OF 23.92 FEET;

THENCE NORTH 50°49'47" EAST, A DISTANCE OF 33.48 FEET;

THENCE SOUTH 39°10'13" EAST, A DISTANCE OF 115.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS POINT BEARING SOUTH 39°10'13" EAST, A DISTANCE OF 425.00 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 25.97 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°30'03", SAID CURVE HAVING A CHORD OF NORTH 52°34'49" EAST, A DISTANCE OF 25.96 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 37°00'56" EAST, A DISTANCE OF 50.02 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS POINT BEARING SOUTH 35°29'23" EAST, A DISTANCE OF 375.00 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 42.04 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°25'26", SAID CURVE HAVING A CHORD OF

NORTH 57°43'20" EAST, A DISTANCE OF 42.02 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 29°03'57" EAST, A DISTANCE OF 123.22 FEET;

THENCE NORTH 61°40'45" EAST, A DISTANCE OF 45.57 FEET;

THENCE NORTH 69°58'20" EAST, A DISTANCE OF 35.90 FEET;

THENCE NORTH 75°23'13" EAST, A DISTANCE OF 149.77 FEET;

THENCE NORTH 79°23'51" EAST, A DISTANCE OF 11.97 FEET;

THENCE NORTH 10°36'09" WEST, A DISTANCE OF 85.60 FEET;

THENCE NORTH 79°23'51" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 10°36'09" WEST, A DISTANCE OF 47.00 FEET;

THENCE NORTH 79°23'51" EAST, A DISTANCE OF 120.00 FEET, TO THE TRUE POINT OF BEGINNING.

ITEM #: 11.
DATE: 03/28/2022
AI #:713

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF ESTRELLA PARCEL 9.29

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

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OTHER PRESENTER(S):

Pete Teiche, Brookfield Properties Development

SUMMARY

A Final Plat subdividing approximately 10 acres into 65 lots and 7 tracts generally located northwest of West Willis Road and South 181st Avenue.

Recommendation

Approve the Final Plat of Estrella Parcel 9.29, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

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, 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. 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 issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all of the on-site and off-site infrastructure improvements required for the city to provide water and sewer services to the Property shall have been completed and accepted by the City Engineer or his/her designee subject to the completion of the two-year warranty period.
4. Prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property all on-site and off-site drainage improvements to be constructed within the Property that are to handle on-site and off-site storm water flows that would otherwise flow over the Property, including the off-site and on-site drainage improvements that are to be constructed pursuant to approved drainage improvement plans for Estrella Parcel 9.28.
5. In addition to the specific infrastructure identified herein, the Owner of the Property shall construct or cause the construction of all infrastructure improvements required by all applicable development regulations, laws, and ordinances in effect at the time of construction, including, but not limited to, the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual

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 preliminary plat of Estrella Parcel 9.29 was approved by the City Council on January 25, 2021.

STAFF ANALYSIS

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. Further, 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. The Final Plat is in substantial conformance with the Preliminary Plat.

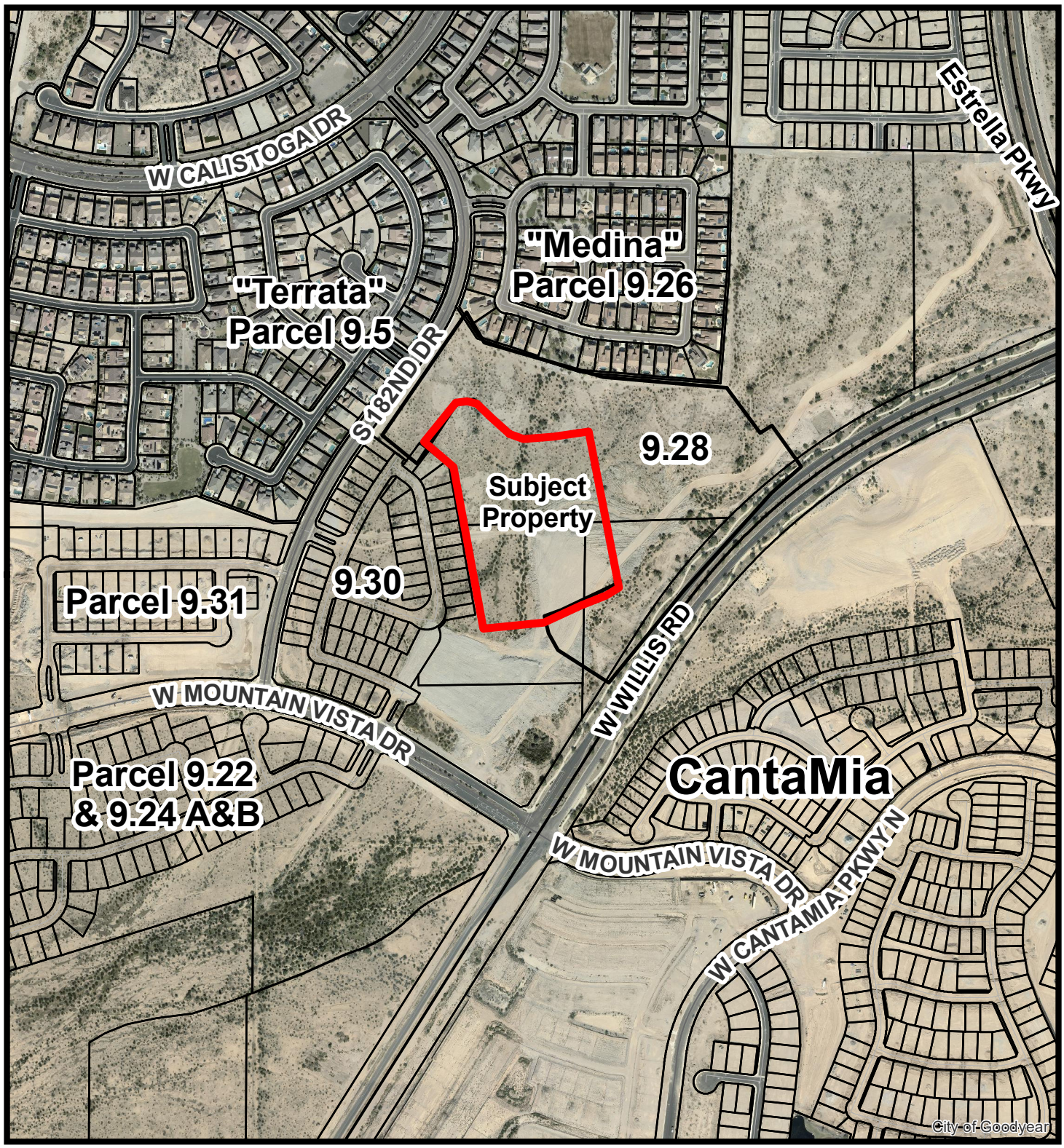
Attachments

Aerial Photo

Preliminary Plat Staff Report

Final Plat

Aerial Photo Exhibit
Final Plat Case No.
21-520-00009



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

N

AGENDA ITEM #: _____

DATE: January 25, 2021

CAR #: 2021-7154

CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat for Estrella Parcel 9.29

CASE NUMBER: 19-500-00016

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

APPLICANT: Pete Teiche, Newland Communities

Summary: Preliminary Plat for Estrella Parcel 9.29 subdividing approximately 10 acres into 65 residential lots and seven tracts generally located at northwest of Willis Road and 181st Avenue.

Recommendation: Approve a request for Preliminary Plat for Estrella Parcel 9.29, subject to the following stipulations:

1. Prior to approval of all final plats platting any portion of the property included in the preliminary plat for this parcel, Parcel 9.29 (the "Property"), 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.
2. Prior to recordation of any final plat subdividing all or part of the Property, a final plat consistent with the Preliminary Plat of Estrella Parcel 9.28 approved by the Mayor and Council of the City of Goodyear September 28, 2020 shall be recorded in the official records of the Maricopa County Recorder.
3. Owner shall dedicate to the City by separate instrument, all easements and right-of-way for the areas located outside the Property in which infrastructure needed to provide access and utility services, including water, wastewater and electrical, service to the Property. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, and right-of-way, and it specifically includes a 20' wide sewer easement from the westerly boundary of Tract C to the easterly boundary of Estrella Parcel 9.30 to provide a sewer outlet connection to serve this property. The easements and conveyances referred to herein shall be in a form approved in form by the City Attorney or his/her designee and the rights-of-way shall be dedicated lien free and in fee. The easements and conveyances referred to herein shall be recorded prior to the recordation of the first final plat subdividing all or

part of the property and the recording information for the easements and conveyances shall be inserted onto the final plat where indicated before the final plat is recorded.

4. No building permits shall be issued for vertical construction within the Property except for model homes until all on-site and off-site infrastructure improvements needed for the City to provide water and wastewater services to the Property and needed to provide at least two points of access to the Property have been substantially completed and accepted by the City Engineer or his designee subject to the two-year warranty period. No certificates of completion of occupancy shall be issue for any structure within the Property, including model homes, until all water and wastewater sewer infrastructure needed to serve such structure has been completed and is in service.

5. 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: "This property 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 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." Developer shall note on the final plat and disclose in the Public Sales Report the proximity of the proposed Loop 303, which may subject the property to noise.

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 site is located on the west side of West Willis Road and east of South 182nd Drive and north of West 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 Single Family Detached/Attached (SFD/A).

To the west of Parcel 9.29 is Estrella Parcel 9.30, which was created pursuant to a Final Plat of Estrella Parcel 9.30 recorded in the official records of Maricopa County on July 8, 2020 at Book 1534 of Maps, Page 35, Instrument No. 2020-0608592. To the east of Parcel 9.29 is Estrella Parcel 9.28, as described in the Preliminary Plat of Estrella Parcel 9.28 approved by the Mayor and Council of the City of Goodyear on September 28, 2020. Water and wastewater service to Parcel

9.29 is dependent upon completion of the water and wastewater infrastructure improvements within Parcels 9.30 and 9.28 and the two points of access required under applicable development standards is dependent upon completion of street infrastructure improvements adjacent to Parcels 9.30 and 9.28. Accordingly, final plats for Parcels 9.30 and 9.28 must be recorded prior to the recordation of any final plat subdividing all or part of Parcel 9.29.

The Planning and Zoning Commission recommended approval of the Preliminary Plat (6-0) on January 13, 2021.

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 Parcel 9.26 existing residential subdivision.
- East – Estrella Parcel 9.28 residential subdivision.
- South – Vacant land designated Commercial in the Montecito PAD.
- West – Estrella Parcel 9.30 platted residential subdivision.

The typical lot within the subdivision will be 35-feet wide and 86-feet deep. The SFD/A zone is intended to provide a variety of residential housing types on small and moderately sized lots and includes the possible use of side yard use and benefit easements, and front, side, or rear alley-loaded garage residences. As designated in the PAD, minimum setbacks are 18-feet to the front and 5-feet to an alley loaded garage, and 0 and 5-feet for the sides. Maximum lot coverage is 75%. A specific housing product or 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 Phoenix Goodyear 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, Estrella Mountain Ranch is served by Fire Station 182 which is located near Estrella Parkway and Santa Maria Drive. Emergency responses to this parcel are within the 7-10 minute estimate.

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 off of West Willis Road. Additional access are to be provided from three different entry points from streets that connect through Estrella Parcel s9.28 and 9.30. The streets within this parcel are private streets and will be maintained by the HOA. A stipulation has been included as a condition of approval of this preliminary plat to insure two points of access are provided as required by applicable development standards and policies.

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 land use, development standards and density approved by the Montecito PAD zoning. 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. The Planning and Zoning Commission recommended approval of the Preliminary Plat (6-0) on January 13, 2021.

Attachments

1. Aerial Photo
2. Preliminary Plat

FINAL PLAT
OF
"ESTRELLA PARCEL 9.29"
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 ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME ESTRELLA PARCEL 9.29 , 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 HEREIN AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS, AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS A, B, C, D, E, F, AND G AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION TRACTS A, B, C, D, E, F, AND G WITHIN THIS FINAL PLAT FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A, B, C, D, E, F, AND G AND IN LOTS DESIGNATED AS PUE AS SHOWN ON THIS FINAL 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 UTILITY IMPROVEMENTS 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 HEREIN 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.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY') FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS TRACT AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON-EXCLUSIVE 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 TRACT A.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY), FOR USE BY THE CITY AND ITS PERMITTEES, WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE WATER EASEMENT AREAS). THE WATER EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE WATER FACILITIES) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREAS. THE WATER EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT A.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE WASTEWATER LINE EASEMENT AREAS). THE WASTEWATER LINE EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE WASTEWATER FACILITIES) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS. THE WASTEWATER LINE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT A.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL 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 HEREIN 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.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, C, D, E, F, AND G INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE APPROVED GRADING AND DRAINAGE PLANS) AND FOR 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 THE APPROVED GRADING AND DRAINAGE PLANS (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 HEREIN 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, B, C, D, E, F, AND G.

DEDICATION(CONT.)

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE VILLAGES OF ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (THE HOA) NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, C, D, E, F, AND G INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE APPROVED GRADING AND DRAINAGE PLANS) AND FOR THE 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 THE APPROVED GRADING AND DRAINAGE PLANS INSTALLED BY OWNER (THE DRAINAGE FACILITIES). THE HOA, AT THE HOA'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 DRAINAGE EASEMENTS DEDICATED HEREIN 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, B, C, D, E, F, AND G.

IN WITNESS WHEREOF:

ESTRELLA NORTH 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 _____ 2022.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP
ITS: SOLE MEMBER AND MANAGER
BY: GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER
BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER
BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

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

ON THIS _____ DAY OF _____, 2022 BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ESTRELLA NORTH 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 HEREBY: (i) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION IN THIS FINAL PLAT; (ii) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (iii) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS A, B, C, D, E, F, AND G AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

THE THE _____ DAY OF _____, 2022

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

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGEMENT

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

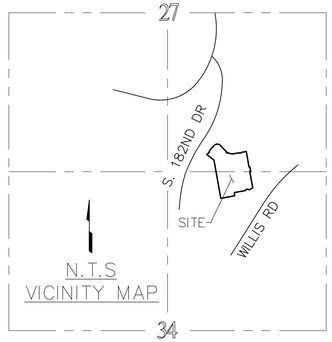
ON THIS _____ DAY OF _____, 2022 BEFORE ME THE UNDERSIGNED, PERSONALLY

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 _____



N.T.S
VICINITY MAP

SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	449,587	10.32
STREET PRIVATE TRACT	79,964	1.84
NET AREA	369,623	8.48
LOT SIZE (MIN.)	35' X 86'	
TOTAL LOTS	65	
AREA SUBDIVIDED INTO LOTS	199,522	4.58
GROSS DENSITY	6.30	
OPEN SPACE	17,307	0.39
OPEN SPACE % OF GROSS AREA	3.85%	
EXISTING ZONING	P.A.D.	

RECREATIONAL OPEN SPACE	
ACTIVE RECREATIONAL OPEN SPACE ACREAGE	4.16
PASSIVE RECREATIONAL OPEN SPACE ACREAGE	1.57

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF TRACT A PRIVATE STREETS	1.84
PLUS AREA SUBDIVIDED INTO LOTS	4.58
AREA SUBTOTAL	6.42
APPLY 15% OPEN SPACE FACTOR	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	7.55

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	65
DIVIDED BY ADJUSTED GROSS AREA	7.55
ADJUSTED GROSS DENSITY	8.60

EDU CALCULATION	
NUMBER OF DWELLING UNITS	65
EQUIVALENT EDU FACTOR FOR 6-10 DU/AC (0.73 PER DU)	0.73
NUMBER OF EDU'S REQUIRED FOR PROJECT	47.45

APPROVALS

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

THIS _____ DAY OF _____, 2022

BY _____ ATTEST: _____
MAYOR DARCIE McCRACKEN, CLERK

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

THIS _____ DAY OF _____, 2022

BY: _____
SUMEET MOHAN, CITY ENGINEER

OWNER/DEVELOPER

ESTRELLA NORTH LLC
17700 N. PACESETTER WAY, SUITE #100
SCOTTSDALE, AZ 85288
PH: (480)-348-1118
CONTACT: TIM BRISLIN

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

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

SHEET INDEX

FP01 COVER SHEET, DEDICATION, NOTES
FP02 LEGAL DESCRIPTION, TYP. DETAILS, NOTES AND TRACT SUMMARY TABLE
FP03 KEY MAP, LEGEND
FP04-05 LOTS, TRACTS & EASEMENT
FP06 LOT, TRACT, LINE & CURVE TABLES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
3-4-22
Date Signed
ARIZONA, U.S.A.
EXPIRES 03/31/23

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 THAT 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 RETRACTED. 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

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

DRAWN	JSM
CHK'D.	JSM
APPR'D	JSM
DATE	3-4-22
STRATEGIC SURVEY PROJECT #	00470-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.29
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 1 OF 6

DRAWING NUMBER
FP-01

LEGAL DESCRIPTION

PARCEL 9.29 WHICH IS LOCATED IN SECTION 27 AND 34 TOWNSHIP 1 SOUTH, RANGE 2 WEST PER THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF GOODYEAR, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT, A GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SAID SECTION 27, WHOSE SOUTH ONE–QUARTER CORNER BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 27 SOUTH 88°51'31" WEST, A DISTANCE OF 1,306.15 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH SECTION LINE NORTH 10°04'33" WEST, A DISTANCE OF 38.88 FEET;

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

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

THENCE NORTH 31°52'38" WEST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 33.16 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

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

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 272.91 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 55°04'33" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 89.93 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE SOUTH 78°47'23" WEST, A DISTANCE OF 11.92 FEET;

THENCE NORTH 44°35'38" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON–TANGENT CURVE WHOSE RADIUS BEARS NORTH 44°35'38" WEST, 100.00 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 5°01'37", AND AN ARC LENGTH OF 8.77 FEET;

THENCE NORTH 39°34'01" WEST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 1°16'03" EAST, A DISTANCE OF 13.42 FEET, TO THE BEGINNING OF A NON–TANGENT CURVE WHOSE RADIUS BEARS NORTH 43°30'49" EAST, 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 2°18'35", AND AN ARC LENGTH OF 6.37 FEET;

THENCE NORTH 44°10'36" WEST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.66 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 292.99 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 18°35'12", AND A LENGTH 95.05 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 59.30 FEET;

THENCE SOUTH 8°31'26" EAST, A DISTANCE OF 11.30 FEET;

THENCE SOUTH 35°32'09" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON–TANGENT CURVE WHOSE RADIUS BEARS NORTH 35°32'09" EAST, 225.00 FEET;

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

THENCE SOUTH 35°39'10" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 81°28'58" WEST, A DISTANCE OF 11.32 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 23.88 FEET;

THENCE SOUTH 52°18'42" EAST, A DISTANCE OF 155.11 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 674.95 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 245.70 FEET;

THENCE NORTH 3°11'34" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 49.66 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 194.91 FEET;

THENCE NORTH 34°55'27" EAST, A DISTANCE OF 22.63 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 1.87 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 59°21'48" EAST, A DISTANCE OF 23.90 FEET, TO THE BEGINNING OF A NON–TANGENT CURVE WHOSE RADIUS BEARS NORTH 18°14'09" WEST, A DISTANCE OF 225.00 FEET;

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

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 250.35 FEET, TO THE POINT OF BEGINNING.

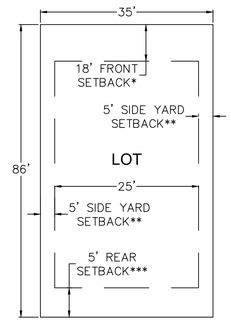
SAID AREA CONTAINS 449,587 SQUARE FEET OR 10.32 ACRES, MORE OR LESS.

CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45–576.

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 1, 6, 13, 14, 22, 23, 29, 30, 36, 37, 43, 44, 51, 52, 58, 59, & 65.
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 5 AND 22.
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. ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE OF TRACTS A, B, C, D, E, F, & G, 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. 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 ASSOCIATED WITH SUCH A USE.
28. 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.
29. THE NEAREST FIRE STATION TO THIS SUBDIVISION IS STATION NO. 186, WHICH IS LOCATED NORTH OF THE GOODYEAR WRF ON WEST WILLIS ROAD AND SOUTH RAINBOW VALLEY ROAD. THIS STATION IS LOCATED APPROXIMATELY 0.8 MILES FROM THE SUBDIVISION.
30. ALL STREETS ARE PRIVATE(COMMON AREA TRACT "A")



TYPICAL 35' X 86' LOT DETAIL

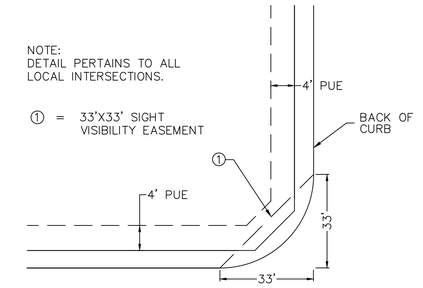
N.T.S.

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.



TYPICAL S.V.E. DETAIL

TRACT USE TABLE

TRACT	AREA (SQ. FT.)	AREA (ACRES)	USE	MAINTENANCE RESPONSIBILITY
TRACT A	79964	1.84	P.S., W.E., W.L.E., A.E., D.E., P.U.E., S.W.	H.O.A.
TRACT B	15457	0.35	O.S., L.S., D.E., P.U.E., S.W.	H.O.A.
TRACT C	53059	1.22	O.S., L.S., D.E., W.L.E., P.U.E., S.W., F.H.E.	H.O.A.
TRACT D	42749	0.98	O.S., L.S., D.E., F.H.E., P.U.E., S.W.	H.O.A.
TRACT E	48463	1.11	O.S., L.S., D.E, P.U.E., S.W., F.H.E.	H.O.A.
TRACT F	3770	0.09	O.S., L.S., D.E., P.U.E., S.W.	H.O.A.
TRACT G	6603	0.15	O.S., L.S., D.E., P.U.E., S.W.	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, F, & G ARE OWNED/MAINTAINED BY H.O.A.

MAINTENANCE LEGEND

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

LAND USE LEGEND

L.S.	LANDSCAPE
O.S.	OPEN SPACE
S.W.	SIDEWALK
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WATER EASEMENT
P.S.	PRIVATE STREET
W.L.E.	WASTEWATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
F.H.E.	FIRE HYDRANT EASEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
3-4-22
ARIZONA U.S.A.
EXPIRES 03/31/23

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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	3-4-22
STRATEGIC SURVEY PROJECT #	00470–FP
CLIENT PROJECT NUMBER	

FINAL PLAT

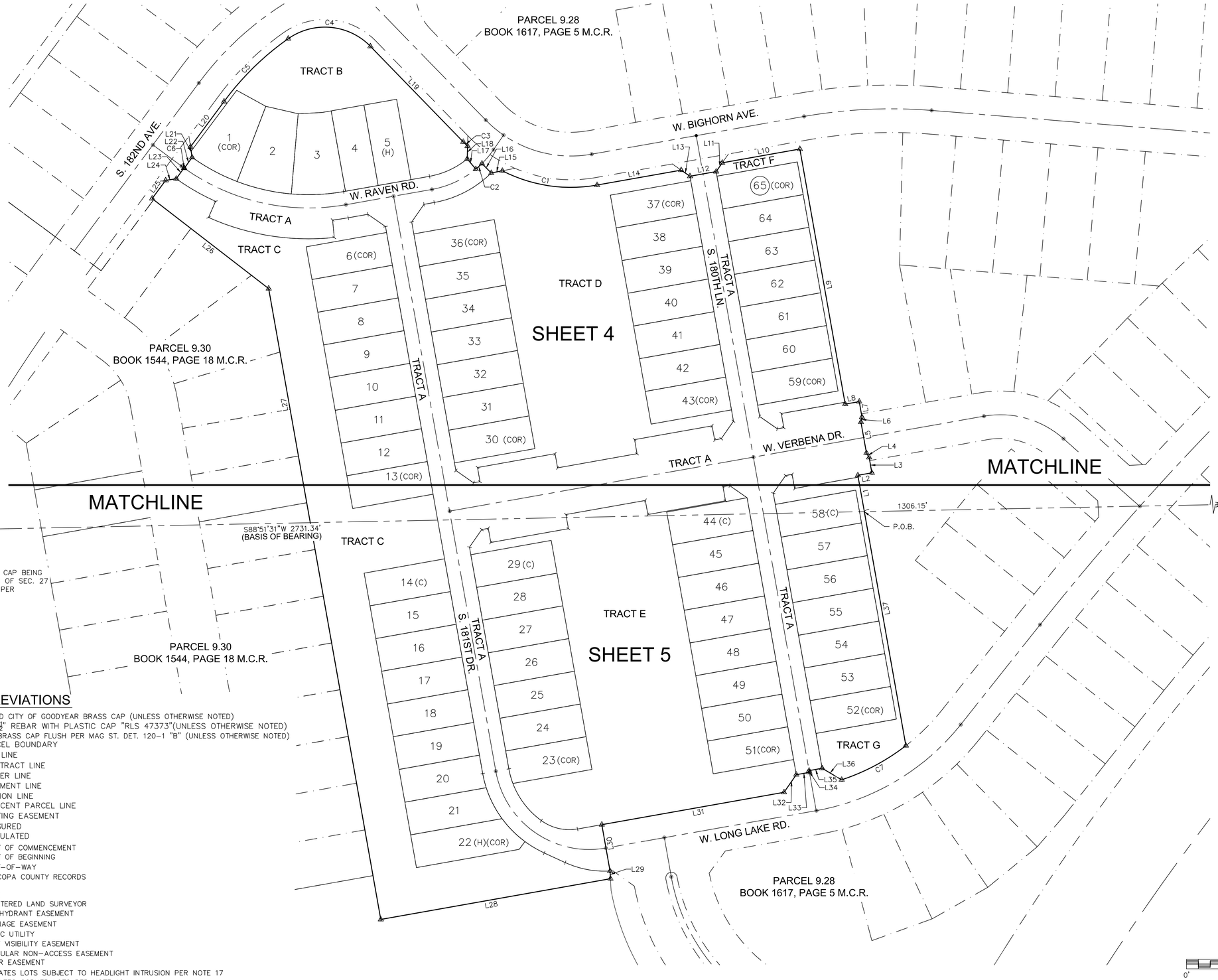
PARCEL 9.29

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

SHEET 2 OF 6

DRAWING NUMBER

FP–02



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
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDS
PG.	PAGE
BK.	BOOK
RLS	REGISTERED LAND SURVEYOR
F.H.E.	FIRE HYDRANT EASEMENT
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
(H)	INDICATES LOTS SUBJECT TO HEADLIGHT INTRUSION PER NOTE 17
(COR)	INDICATES CORNER LOTS PER NOTE 16

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
3-4-22
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	3-4-22
STRATEGIC SURVEY PROJECT #	00470-FP
CLIENT PROJECT NUMBER	

FINAL PLAT
PARCEL 9.29
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
GOODYEAR, ARIZONA

SHEET 3 OF 6

DRAWING NUMBER
FP-03

PARCEL 9.28
BOOK 1617, PAGE 5 M.C.R.

TRACT B

W. RAVEN RD.

TRACT A

TRACT C

TRACT D

S. 180TH LN.

S. 181ST DR.

PARCEL 9.30
BOOK 1544, PAGE 18 M.C.R.

SEE DETAIL 1
SHEET 5

SEE DETAIL 2
SHEET 5

20' S.E.
BK. 1617,
PG. 5 M.C.R.

D.E.
2021-0942925, M.C.R.

MATCH SHEET 5

SCALE: 1" = 30'
0' 30' 60' 90'

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FINAL PLAT

PARCEL 9.29
PORTIONS OF SECTION 27 & 34
TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.
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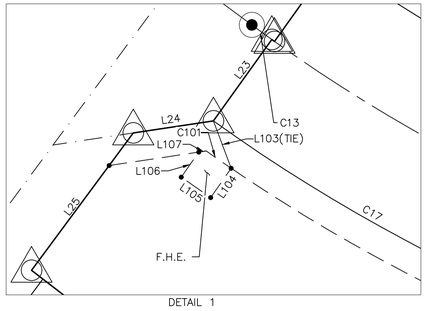
SHEET 4 OF 6

DRAWING NUMBER

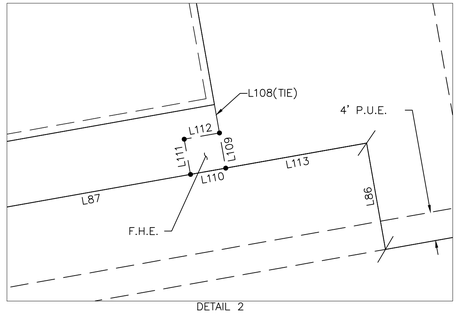
FP-04

MATCH SHEET 4

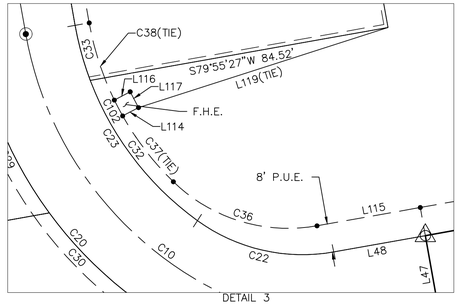




DETAIL 1



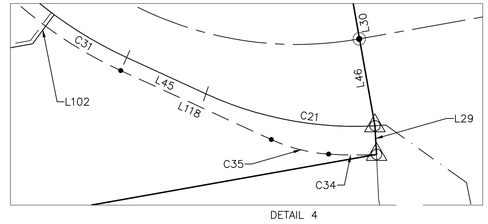
DETAIL 2



DETAIL 3

SCALE: 1" = 30'

0' 30' 60' 90'



DETAIL 4

REGISTERED LAND SURVEYOR
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ARIZONA, U.S.A.

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DRAWN	JSM	
CHK'D.	JSM	
APPRV'D	JSM	
DATE	3-4-22	
STRATEGIC SURVEY PROJECT #		00470-FP
CLIENT PROJECT NUMBER		

FINAL PLAT

PARCEL 9.29

PORTIONS OF SECTION 27 & 34

TOWNSHIP 1 SOUTH, RANGE 2 WEST PER G.&S.R.B.&M.

GOODYEAR, ARIZONA

SHEET 5 OF 6

DRAWING NUMBER

FP-05

LINE TABLE		
LINE #	LENGTH	BEARING
L1	38.88	N10°04'33"W
L2	15.00	N79°55'27"E
L3	16.50	N10°04'33"W
L4	5.39	N31°52'38"W
L5	33.16	N10°04'33"W
L6	5.39	N11°43'32"E
L7	16.50	N10°04'33"W
L8	15.00	S79°55'27"W
L9	272.91	N10°04'33"W
L10	83.00	S79°55'27"W
L11	11.31	S34°55'27"W
L12	28.00	S79°55'27"W
L13	11.31	N55°04'33"W
L14	89.93	S79°55'27"W
L15	11.92	S78°47'23"W
L16	14.00	N44°35'38"W
L17	14.00	N39°34'01"W
L18	13.42	N1°16'03"E
L19	140.31	N44°10'36"W
L20	59.30	S36°32'00"W
L21	11.30	S8°31'26"E
L22	14.00	S35°32'09"W
L23	14.00	S35°39'10"W
L24	11.32	S81°28'58"W
L25	23.88	S36°32'00"W
L26	155.11	S52°18'42"E
L27	674.95	S10°04'33"E
L28	245.70	N79°55'27"E
L29	8.00	N3°11'34"W
L30	49.66	N10°04'33"W

LINE TABLE		
LINE #	LENGTH	BEARING
L31	194.91	N79°55'27"E
L32	22.63	N34°55'27"E
L33	14.00	N79°55'27"E
L34	1.87	N10°04'33"W
L35	14.00	N79°55'27"E
L36	23.90	S59°21'48"E
L37	250.35	N10°04'33"W
L38	18.73	N34°32'13"E
L39	37.33	S53°28'00"E
L40	18.50	S23°39'16"W
L41	18.50	S5°32'19"E
L42	21.02	N79°55'27"E
L43	22.63	N55°04'33"W
L44	6.32	S10°04'33"E
L45	24.37	N65°23'32"W
L46	24.66	N10°17'12"W
L47	25.00	N9°52'04"W
L48	25.99	S79°55'27"W
L49	8.11	S10°04'33"E
L50	22.63	N34°55'27"E
L51	7.00	S79°55'27"W
L52	15.08	N10°04'33"W
L53	83.00	S79°55'27"W
L54	15.08	S10°04'33"E
L55	85.00	S79°55'27"W
L56	15.08	N10°04'33"W
L57	83.00	S79°55'27"W
L58	15.08	S10°04'33"E
L59	7.00	S79°55'27"W
L60	22.63	S55°04'33"E

LINE TABLE		
LINE #	LENGTH	BEARING
L61	16.22	N10°04'33"W
L62	37.27	S10°04'33"E
L63	12.08	S10°04'33"E
L64	22.63	N34°55'27"E
L65	7.00	S79°55'27"W
L66	15.08	S10°04'33"E
L67	68.00	S79°55'27"W
L68	2.00	N10°04'33"W
L69	2.00	N10°04'33"W
L70	68.00	S79°55'27"W
L71	15.08	S10°04'33"E
L72	7.00	S79°55'27"W
L73	22.63	S55°04'33"E
L74	12.08	N10°04'33"W
L75	4.91	N10°04'33"W
L76	14.00	S79°55'27"W
L77	14.00	S79°55'27"W
L78	4.91	N10°04'33"W
L79	12.08	N10°04'33"W
L80	22.63	N34°55'27"E
L81	7.00	S79°55'27"W
L82	15.08	S10°04'33"E
L83	83.00	N79°54'50"E
L84	15.07	N10°05'09"W
L85	85.00	S79°55'27"W
L86	15.08	S10°04'33"E
L87	83.00	N79°55'27"E
L88	15.08	N10°04'33"W
L89	7.00	S79°55'27"W
L90	22.63	S55°04'33"E

LINE TABLE		
LINE #	LENGTH	BEARING
L91	8.11	N10°04'33"W
L92	12.79	N10°04'33"W
L93	22.63	N34°55'27"E
L94	10.94	N79°55'27"E
L95	19.94	N79°55'27"E
L96	2.02	S79°55'27"W
L97	6.68	S8°31'26"E
L98	35.00	S61°08'38"E
L99	35.00	S77°04'59"E
L100	25.20	N86°58'40"E
L101	9.72	N79°55'27"E
L102	10.11	N36°28'03"E
L103	7.06	S20°30'07"E
L104	5.00	S34°51'38"W
L105	5.00	N55°08'22"W
L106	4.27	N34°51'38"E
L107	1.06	N81°28'58"E
L108	4.03	S10°04'33"E
L109	5.00	N10°04'33"W
L110	5.00	N79°55'27"E
L111	5.00	S10°04'33"E
L112	5.00	S79°55'27"W
L113	20.00	S79°55'27"W
L114	5.00	S62°15'56"W
L115	29.33	S79°55'27"W
L116	5.00	N62°15'56"E
L117	5.00	S27°44'04"E
L118	46.28	N65°23'32"W
L119	73.24	S72°12'16"W

LOT AREA TABLE		
PARCEL #	AREA (SQ. FT.)	AREA (ACRES)
1	3994	0.09
2	4005	0.09
3	3954	0.09
4	3010	0.07
5	3010	0.07
6	3010	0.07
7	3010	0.07
8	3010	0.07
9	3010	0.07
10	3010	0.07
11	3010	0.07
12	3010	0.07
13	3010	0.07
14	3010	0.07
15	3010	0.07
16	3010	0.07
17	3010	0.07
18	3010	0.07
19	3010	0.07
20	3015	0.07
21	3197	0.07
22	3775	0.09
23	3002	0.07
24	3010	0.07
25	3010	0.07
26	3010	0.07
27	3010	0.07
28	3010	0.07
29	3010	0.07
30	3010	0.07

LOT AREA TABLE		
PARCEL #	AREA (SQ. FT.)	AREA (ACRES)
31	3010	0.07
32	3010	0.07
33	3010	0.07
34	3010	0.07
35	3010	0.07
36	3010	0.07
37	3010	0.07
38	3010	0.07
39	3010	0.07
40	3010	0.07
41	3010	0.07
42	3010	0.07
43	3010	0.07
44	3010	0.07
45	3010	0.07
46	3010	0.07
47	3010	0.07
48	3010	0.07
49	3010	0.07
50	3010	0.07
51	3010	0.07
52	3010	0.07
53	3010	0.07
54	3010	0.07
55	3010	0.07
56	3010	0.07
57	3010	0.07
58	3010	0.07
59	3010	0.07
60	3010	0.07

LOT AREA TABLE		
PARCEL #	AREA (SQ. FT.)	AREA (ACRES)
61	3010	0.07
62	3010	0.07
63	3010	0.07
64	3010	0.07
65	3010	0.07

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	102.70	158.00	37°14'28"	N81° 27' 19"W	100.90
C2	8.77	100.00	5°01'37"	S47° 55' 11"W	8.77
C3	6.37	158.00	2°18'35"	N45° 19' 53"W	6.37
C4	94.66	67.00	80°56'52"	N84° 39' 02"W	86.98
C5	95.05	292.99	18°35'12"	S45° 34' 56"W	94.63
C6	0.46	225.00	0°07'01"	N54° 24' 21"W	0.46
C7	76.99	225.00	19°36'24"	N61° 57' 39"E	76.62
C8	79.22	100.00	45°23'14"	N57° 13' 50"E	77.16
C9	183.03	225.00	46°36'33"	S76° 46' 16"E	178.03
C10	157.08	100.00	90°00'00"	S55° 04' 33"E	141.42
C11	18.97	100.00	10°52'09"	N39° 58' 18"E	18.94
C12	51.47	100.00	29°29'28"	N65° 10' 43"E	50.91
C13	3.46	225.00	0°52'50"	S53° 54' 25"E	3.46
C14	179.12	225.00	45°36'42"	S77° 16' 12"E	174.42
C15	167.97	211.00	45°36'42"	S77° 16' 12"E	163.57
C16	44.27	86.00	29°29'28"	N65° 10' 43"E	43.78
C17	47.80	239.00	11°27'35"	S60° 04' 38"E	47.72
C18	135.69	257.50	30°11'35"	S80° 56' 32"E	134.13
C19	16.68	239.00	3°59'54"	N81° 55' 24"E	16.68
C20	110.06	114.00	55°18'59"	S37° 44' 03"E	105.84

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C21	48.52	100.00	27°48'02"	S79° 17' 33"E	48.05
C22	40.16	50.00	46°01'01"	S77° 04' 02"E	39.09
C23	66.02	86.00	43°58'59"	S32° 04' 02"E	64.41
C24	68.68	114.00	34°31'05"	N62° 39' 55"E	67.65
C25	55.32	211.00	15°01'23"	S87° 26' 09"W	55.17
C26	58.70	211.00	15°56'21"	N77° 04' 59"W	58.51
C27	53.95	211.00	14°38'58"	N61° 47' 20"W	53.80
C28	15.41	114.00	7°44'49"	N13° 56' 57"W	15.40
C29	36.75	114.00	18°28'22"	S27° 03' 33"E	36.60
C30	34.30	114.00	17°14'14"	N44° 54' 51"W	34.17
C31	23.60	114.00	11°51'35"	S59° 27' 45"E	23.55
C32	50.04	86.00	33°20'07"	S37° 23' 28"E	49.33
C33	15.98	86.00	10°38'51"	N15° 23' 59"W	15.96
C34	13.40	108.00	7°06'25"	S89° 38' 22"E	13.39
C35	16.61	46.00	20°41'37"	S75° 44' 21"E	16.52
C36	43.61	46.00	54°18'53"	S72° 55' 07"E	41.99

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
3-4-22
Date Signed
ARIZONA U.S.A.
EXPIRES 03/31/23

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FINAL PLAT
PARCEL 9.29
PORTIONS OF SECTION 27 & 34
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GOODYEAR, ARIZONA

SHEET 6 OF 6

DRAWING NUMBER

FP-06

ITEM #: 12.
DATE: 03/28/2022
AI #:712

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF ESTRELLA PARCEL 12.23 PHASE 2

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

Pete Teiche, Brookfield Properties Development

SUMMARY

A Final Plat subdividing approximately 17 acres into 69 lots and 6 tracts generally located at the southeast corner of Estrella Parkway and W. Rock Wren Road.

Recommendation

Approve the Final Plat of Estrella Parcel 12.23 Phase 2, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

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. Owner shall modify and/or partially abandon the existing sanitary sewer easement as recorded in 2002-0957279, MCR, in a form acceptable and approved by the City Attorney and/or his designee, so that it does not encroach upon proposed Lot 38 and the proposed right-of-way for S. 173rd Lane. The revised easement recordation information shall be added to this final plat prior to its recordation.
3. Prior to recordation of this Final Plat, the property owner shall submit an updated title report for the property and shall modify this Final 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 dedicated herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this Final Plat of Estrella Parcel 12.23 Phase 2 is authorized to do so.
4. Prior to recordation of the Final Plat of Estrella Parcel 12.23 Phase 2, 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. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final is authorized to do so.
5. Owner, at Owner's sole cost, shall construct all on-site and off-site sewer/wastewater lines and appurtenances needed for the city to provide wastewater service to the Property, and prior to the recordation of this Final Plat, Owner, at no cost to the City, shall have dedicated by separate instrument, in a form approved by the City Attorney or his designee, sewer easement(s) for the areas outside the boundaries of the Estrella 12.23 Phase 2 Final Plat within which such

sewer/wastewater lines and appurtenances are to be constructed.

6. In addition to the specific infrastructure identified herein, Owner shall construct all 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. All infrastructure improvements Owner is required to construct shall be at constructed in conformance with the requirements in place at the time of construction and at no cost to the City.
7. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property shall be issued until all off-site water and sewer infrastructure needed for the city to provide water and sewer service to the Property has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period and until all on-site and off-site drainage facilities needed for the acceptance, conveyance, retention and disposal of storm water as reflected in the approved grading and drainage plans for the Property have been completed.
8. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the City.

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 preliminary plat of Estrella Parcel 12.23 Phase 2 was approved on August 19, 2019. The preliminary plat provided for the subdivision of approximately 24.69 acres into 98 lots and 14 tracts, which is being final platted in two plats as Estrella Parcel 12.23 Phase 1, approved on August 24, 2020, and this plat, Estrella Parcel 12.23 Phase 2.

STAFF ANALYSIS

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. Further, 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. The Final Plat is in substantial compliance with the Preliminary Plat.

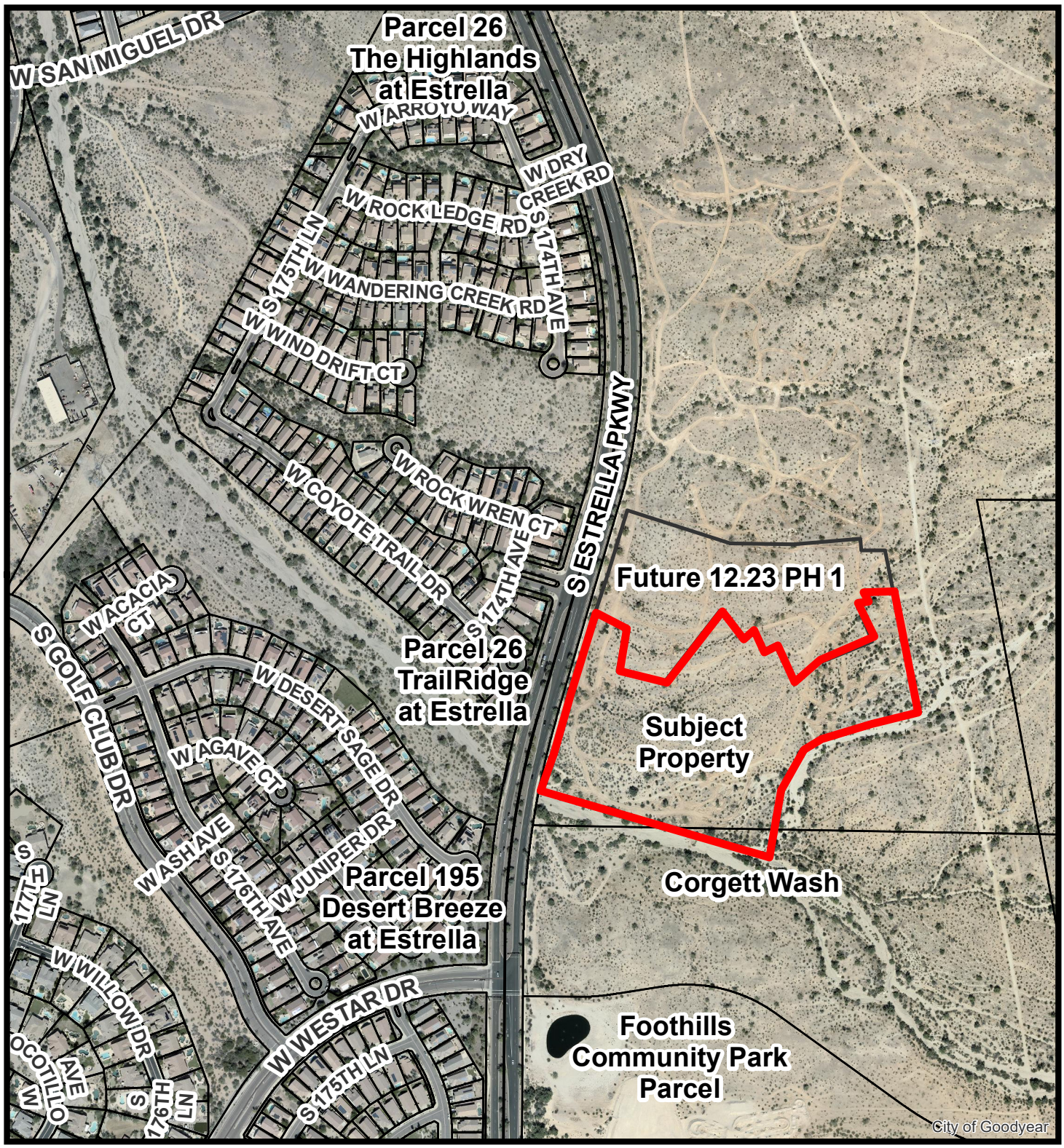
Attachments

Aerial Photo

Preliminary Plat Staff Report

Final Plat

Aerial Photo Exhibit
Final Plat
Case No. 19-520-00021



Drawn By: Christian M. Williams
City of Goodyear Development Services
Department Date: September 2, 2020

N

0.15 Miles

AGENDA ITEM #: _____

DATE: August 19, 2019

CAR #: 2019-6737

CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat for Estrella Parcel 12.23

CASE NUMBER: 18-500-00016

STAFF PRESENTER(S): Alex Lestinsky, Planner III

APPLICANT: Pete Teiche, Newland Communities

Summary: Preliminary Plat for Estrella Parcel 12.23

Recommendation:

Approve the preliminary plat for Estrella Parcel 12.23, subdividing approximately 24.69 acres into 98 lots and 14 tracts, subject to the following stipulations:

1. Prior to obtaining a Certificate of Occupancy for Phase 1 of Parcel 12.23, water lines through the property to the north of the platted property (Parcel 12.24) shall be constructed within the easement areas as reflected in the preliminary plat. Owner shall dedicate off-site water line easements, in a form approved by the City Attorney or his designee, necessary for the water lines that are to be constructed through Parcel 12.24, and such easements shall be recorded prior to final plat approval and recordation;
2. Prior to obtaining a Certificate of Occupancy for Phase 1 of Parcel 12.23, the sewer lines through the property to the north of the platted property (Parcel 12.24) shall be constructed within the easement areas as reflected in the preliminary plat. Owner shall dedicate off-site sewer easements, in a form approved by the City Attorney or his designee, necessary for the sewer lines that are to be constructed through Parcel 12.24, and such easements shall be recorded prior to final plat approval and recordation.
3. Prior to obtaining a Certificate of Occupancy for Phase 2 of Parcel 12.23, emergency vehicle access improvements shall be constructed through the property to the north of the platted property (Parcel 12.24) within the easement area as reflected in the preliminary plat. Owner shall dedicate an Emergency Vehicle Access easement, in a form approved by the City Attorney or his designee, necessary for the emergency vehicle access improvements that is to be constructed through Parcel 12.24. All easements pertaining to the Emergency Vehicle Access outside of Parcel 12.23, and such easements shall be recorded prior to final plat approval and recordation;

4. A portion of the site is located within a floodplain per FEMA Map 04013C2625M. A CLOMR will be required to be approved by the City prior to submitting any Final Plat that includes any portion of the property within Phase 2 and prior to submitting any civil drawings for any development within Phase 2;
5. Phasing can be shown on the Preliminary Plat, however, it should be clearly defined where each Phase starts and stops. One Final Plat can be submitted for all Phases, however, all infrastructure is required to be financially assured prior to recordation. If the Finals Plats are separated than only what is shown on the Final Plat will be required to financially assured;
6. 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 12.23 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 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." Developer shall note on the final plat and disclose in the Public Sales Report the proximity of the proposed Loop 303, which may subject the property to noise;
7. 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.

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

On June 22, 1987, the City Council adopted Ordinance No. 87-217 approving the Estrella Phase One PAD which designated the subject parcel as High Density Single Family (Patio Home).

This preliminary plat has not been previously presented to the City Council. The Planning and Zoning Commission recommended approval of the preliminary plat on August 7, 2019

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. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning, including open space requirements. 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:
This parcel consists of 24.69 acres subdivided into 98 single family detached residential lots and 14 tracts. The subdivision will have its main entry off Estrella Parkway off W. Rock Wren Road. An emergency access easement will be provided from 173rd Lane, which will develop as a full street and access point when the parcel to the north (Parcel 12.24) is developed.

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

- North – Vacant land zoned for single family within the Estrella Phase One PAD
- East – Corgett Wash
- South – Foothills Community Park; Estrella Foothills High School
- West – Estrella Parkway

The typical lot within the subdivision will be 47-feet wide and 115-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides (10-feet aggregate), and 15-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. A specific housing product or homebuilder has yet to be determined.

Luke Air Force Base and Phoenix Goodyear Airport:
The subject property is located in the vicinity of Luke Air Force Base and the Phoenix Goodyear Airport Traffic Pattern Airspace. A stipulation has been included to require a general note on the final plat to inform the public and homeowners of base and airport operations and the potential for attendant noise and potential over-flights.

Fire Department:
Fire station response times are provided below:

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	2.16	1.08	2.94	1.47		#184/181	16.86	8.43	17.63	8.81

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 ultimately have two fully developed points of entry off of Estrella Parkway. Phase one, which consists of 29 lots, will have one fully developed point of entry off of Estrella onto Rock Wren Road. A secondary connection off of Estrella Parkway will be required for emergency access when Phase 2 develops. A temporary emergency access connection within the 173rd Lane alignment north of the platted property (Parcel 12.24) will be constructed when Phase 2 develops. When Parcel 12.24 develops and 173rd Lane is constructed this property will have a second fully developed point of entry off of Estrella through Parcel 12.24. All streets within the subdivision will be public and constructed to city standards.

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 less than a mile from Parcel 12.23.

Attachments

1. Aerial Photo
2. Preliminary Plat

FINAL PLAT
FOR
ESTRELLA - PARCEL 12.23 PHASE 2
A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME, "ESTRELLA – PARCEL 12.23 PHASE 2", A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID ESTRELLA – PARCEL 12.23 PHASE 2", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS, IN FEE, SHOWN ON SAID PLAT INCLUDED IN THE ABOVE DESCRIBED PREMISES.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS "J" THROUGH "N" INCLUSIVE AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF; INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, A PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENT (VNAE) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "VNAE" FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS SUCH AREAS IN THIS PLAT DESIGNATED AS "VNAE".

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS: TRACTS "J" AND "N" ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE INCLUSIVE CONVEYANCE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FROM THE PUBLIC RIGHTS-OF-WAY AS REQUIRED BY THE CITY OF GOODYEAR'S ENGINEERING STANDARDS AND DESIGN POLICIES AND GOODYEAR CITY CODE. DRAINAGE FACILITIES SUCH AS CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS AND EROSION CONTROL FACILITIES DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED BY THE OWNER AND BE MAINTAINED BY THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THIS SUBDIVISION AND FROM PUBLIC RIGHTS-OF-WAY AND TO CONVEY DRAINAGE OFF-SITE PER IMPROVEMENT PLANS APPROVED BY AND ON FILE WITH THE CITY OF GOODYEAR. THESE DRAINAGE COVENANTS CAN BE ENFORCED OR REMOVED BY THE CITY OF GOODYEAR, AND THE CITY OF GOODYEAR AND ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATION OR ATTEMPTED VIOLATION OF ANY OF THESE COVENANTS CAN BRING PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING OR THREATENING TO VIOLATE ANY OF THESE COVENANTS. ANY PERSON OR PERSONS OR THE CITY OF GOODYEAR PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEYS' FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER OF ALL OR A PORTION OF TRACTS "J" AND "N".

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENTS, STREETS AND TRACTS FOR THE BENEFIT OF OWNER, ESTRELLA COMMUNITY ASSOCIATION, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND ESTRELLA JOINT COMMITTEE, INC. AND THEIR MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, STREETS, AND TRACTS, CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE UNREASONABLY WITHHELD.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION AND ARE DEDICATED TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS HEREIN, FOR THE PURPOSED INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES EXCLUSIVE AND PERPETUAL SEWER EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT "K" DESIGNATED AS "SEWER EASEMENT" AND NON-EXCLUSIVE ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS WITHIN TRACTS "K" DESIGNATED AS "SEWER EASEMENT" THE SEWER EASEMENT IF FOR THE PURPOSE OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING THE LIFT STATION, SEWER PIPES, SEWER FORCE MAIN AND APPURTENANCES.

IN WITNESS WHEREOF, ESTRELLA NORTH 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 OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20___.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP
ITS: SOLE MEMBER AND MANAGER

BY: GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER

BY: EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: _____ DATE _____

NAME: _____

ITS: _____

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

DEDICATION ACKNOWLEDGMENT

STATE OF _____ }
} SS
COUNTY OF _____ }

BEFORE ME THIS _____ DAY OF _____, 20____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, AND ACKNOWLEDGED THE HE/SHE _____ AS _____ FOR ESTRELLA NORTH LLC, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

RATIFICATION & APPROVAL OF PLAT

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED REPRESENTATIVE OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS FINAL PLAT OF "ESTRELLA – PARCEL 12.23 PHASE 2" AND RATIFIES, ACKNOWLEDGES, AFFIRMS, APPROVES, CONSENTS AND ACCEPTS THE DEDICATIONS, CONVEYANCES AND RESPONSIBILITIES SET FORTH THEREIN.

NAME: _____,

TITLE: _____, DATE: _____

ACKNOWLEDGMENT

STATE OF _____ }
} SS
COUNTY OF _____ }

BEFORE ME THIS _____ DAY OF _____, 20___,

_____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF / HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

FINAL PLAT APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 20___,

BY: _____ ATTEST: _____
MAYOR (JOSEPH PIZZILLO) CITY CLERK (DARCIE McCRACKEN)

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 20___,

APPROVED BY: _____ _____
CITY ENGINEER (SUMEET MOHAN) DATE

SITE DATA		
	PHASE 2	
DESCRIPTION	SQUARE FEET (SF)	ACRES
GROSS AREA	731,262	16.788
STREET ROW	126,570	2.906
NET AREA	604,692	13.881
LOT SIZE (MIN)	47' X 115'	
TOTAL NUMBER OF LOTS	69	
AREA SUBDIVIDED INTO LOTS	422,252	9.694
AVERAGE LOT SIZE	6,120	0.141
GROSS DENSITY	4.11 DU/ACRE	
OPEN SPACE	182,440	4.188
ACTIVE OPEN SPACE (TRACT N)	40,439	0.928
PASSIVE OPEN SPACE (TRACTS J, K, L, M & O)	142,001	3.260
% OF GROSS AREA IN OPEN SPACE	24.95%	
EXISTING ZONING	P.A.D.	

LEGAL DESCRIPTION

COMMENCING AT A GLO BRASS CAP, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHENCE A GLO BRASS CAP, FOUND AT THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 0°14'25" WEST (BASIS OF BEARING), A DISTANCE OF 2,633.85 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, SOUTH 0°14'25" WEST, A DISTANCE OF 1,735.58 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, NORTH 89°45'35" WEST, A DISTANCE OF 976.49 FEET, TO A POINT ON THE WEST LINE OF THE TRANSMISSION LINE EASEMENT, RECORDED UNDER INSTRUMENT NUMBER 88-243783, MARICOPA COUNTY RECORDS (MCR), AND TO THE **TRUE POINT OF BEGINNING;**

THENCE ALONG SAID WEST LINE OF THE TRANSMISSION LINE EASEMENT, SOUTH 10°36'09" EAST, A DISTANCE OF 372.68 FEET;

THENCE DEPARTING SAID WEST LINE OF THE TRANSMISSION LINE EASEMENT, SOUTH 61°48'28" WEST, A DISTANCE OF 123.06 FEET;

THENCE SOUTH 68°04'47" WEST, A DISTANCE OF 244.46 FEET;

THENCE SOUTH 55°13'59" WEST, A DISTANCE OF 47.84 FEET;

THENCE SOUTH 44°30'14" WEST, A DISTANCE OF 141.00 FEET;

THENCE SOUTH 28°53'18" WEST, A DISTANCE OF 48.80 FEET;

THENCE SOUTH 22°13'38" WEST, A DISTANCE OF 274.07 FEET;

THENCE NORTH 80°21'05" WEST, A DISTANCE OF 778.12 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF ESTRELLA PARKWAY, AS SHOWN ON ESTRELLA PHASE ONE, MAP OF DEDICATION, RECORDED UNDER BOOK 318, PAGE 38, MCR, AND TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS POINT BEARING SOUTH 80°18'53" EAST, A DISTANCE OF 2,935.00 FEET;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY, ALONG SAID CURVE, A DISTANCE OF 342.44 FEET, THROUGH A CENTRAL ANGLE OF 6°41'06", SAID CURVE HAVING A CHORD OF NORTH 13°01'40" EAST, A DISTANCE OF 342.24 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY, NORTH 16°22'13" EAST, A DISTANCE OF 364.71 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY, SOUTH 73°37'33" EAST, A DISTANCE OF 185.10 FEET;

THENCE SOUTH 16°22'27" WEST, A DISTANCE OF 137.26 FEET;

THENCE SOUTH 73°37'33" EAST, A DISTANCE OF 93.23 FEET;

THENCE NORTH 44°30'14" EAST, A DISTANCE OF 318.45 FEET;

THENCE NORTH 43°53'48" EAST, A DISTANCE OF 47.42 FEET;

THENCE NORTH 44°44'54" EAST, A DISTANCE OF 23.92 FEET;

THENCE NORTH 50°49'47" EAST, A DISTANCE OF 33.48 FEET;

THENCE SOUTH 39°10'13" EAST, A DISTANCE OF 115.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS POINT BEARING SOUTH 39°10'13" EAST, A DISTANCE OF 425.00 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 25.97 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°30'03", SAID CURVE HAVING A CHORD OF NORTH 52°34'49" EAST, A DISTANCE OF 25.96 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 37°00'56" EAST, A DISTANCE OF 50.02 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS POINT BEARING SOUTH 35°29'23" EAST, A DISTANCE OF 375.00 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 42.04 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°25'26", SAID CURVE HAVING A CHORD OF NORTH 57°43'20" EAST, A DISTANCE OF 42.02 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 29°03'57" EAST, A DISTANCE OF 123.22 FEET;

THENCE NORTH 61°40'45" EAST, A DISTANCE OF 45.57 FEET;

THENCE NORTH 69°58'20" EAST, A DISTANCE OF 35.90 FEET;

THENCE NORTH 75°23'13" EAST, A DISTANCE OF 149.77 FEET;

THENCE NORTH 79°23'51" EAST, A DISTANCE OF 11.97 FEET;

THENCE NORTH 10°36'09" WEST, A DISTANCE OF 85.60 FEET;

THENCE NORTH 79°23'51" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 10°36'09" WEST, A DISTANCE OF 47.00 FEET;

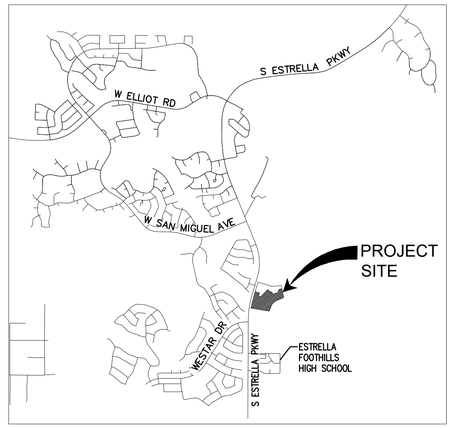
THENCE NORTH 79°23'51" EAST, A DISTANCE OF 120.00 FEET, TO THE **TRUE POINT OF BEGINNING.**

FLOODPLAIN INFORMATION

MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 04013C2625M, MAP DATE NOT PROVIDED, INDICATES THAT THE SITE FALLS WITHIN ZONES "A" AND "X" SHADED.

ZONE "A" IS DEFINED BY FEMA AND PER THE FIRM PANEL AS FOLLOWS: NO BASE FLOOD ELEVATIONS DETERMINED.

ZONE "X" SHADED IS DEFINED BY FEMA AND PER THE FIRM PANEL AS FOLLOWS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



VICINITY MAP

SECTIONS 14 & 23, T1S, R2W
NOT TO SCALE

PROPERTY OWNER

ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255

DEVELOPER

BROOKFIELD RESIDENTIAL (ARIZONA)
LAND & HOUSING DEVELOPMENT
14646 N. KIERLAND BOULEVARD, SUITE 165
SCOTTSDALE, ARIZONA 85254
CONTACT: MR. PETE TEICHE,
SENIOR PROJECT MANAGER
TEL: (602) 347-6851

SURVEYOR

HOSKIN RYAN CONSULTANTS/HUITT-ZOLLARS
5050 N. 40TH STREET, SUITE 100
PHOENIX, ARIZONA 85018
TEL: (602) 252-8384
FAX: (602) 252-8385
CONTACT: JODY A. STONE
EMAIL: JSTONE@HUITT-ZOLLARS.COM

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 00°14'25" EAST, AS PER THE UNRECORDED ALTA SURVEY FOR ESTRELLA MOUNTAIN RANCH-BULK OPTION SURVEY, PREPARED BY CMX ON MAY 12, 2005, PROJECT NUMBER 7241-02.

SURVEY BENCHMARK

BRASS CAP FLUSH AT CENTERLINE INTERSECTION OF SAN MIGUEL ROAD AND ESTRELLA PARKWAY.
ELEVATION = 1028.37'

GLO BRASS CAP AT EAST QUARTER CORNER OF SECTION 14.
ELEVATION = 1093.46'

SHEET INDEX

SHEET 1	COVER, SITE DATA DEDICATIONS & LEGAL DESCRIPTION
SHEET 2	SHEET LAYOUT & SECTIONAL CONTROL
SHEET 3	GENERAL NOTES, LINE & CURVE TABLES, LOT & TRACT AREA TABLES, EDU TABLE AND LEGEND
SHEET 4-6	PLAT MAP

ZONING

PAD – PLANNED AREA DEVELOPMENT

UTILITIES

ELECTRIC – ARIZONA PUBLIC SERVICE (APS)
TELEPHONE – CENTURY LINK/COX COMMUNICATIONS
CABLE – COX COMMUNICATIONS
GAS – SOUTHWEST GAS
WATER – CITY OF GOODYEAR
SEWER – CITY OF GOODYEAR
FIRE – CITY OF GOODYEAR
POLICE – CITY OF GOODYEAR
RECLAIMED WATER – PRIVATE

SURVEYOR'S CERTIFICATION

I, JODY A. STONE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF SIX (6) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF MAY 2019; ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION ARE, OR WILL BE MONUMENTED IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" ADOPTED ON 13 FEBRUARY 2002, AND THAT THE SIZE, LOCATION AND MATERIAL AS SHOWN HEREON ARE ACCURATE AS OF THE DATE OF THIS CERTIFICATION.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN STONE
Date Signed 1-28-22
ARIZONA, U.S.A.
Expires 03/31/2023

_____ 1/28/2022
JODY A. STONE, RLS DATE
ARIZONA R.L.S. 37401

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AREA 16.786 AC	SHEET 1 OF 6
Job No: 1-18-004-03	Date: 1/28/2022

G:\projects\18\Phoenix\1-18-004 Estrella\03 – Parcel 12.23\Survey\DWG's\118004035-PH2 FP01.dwg

14

N89°16'04"W 2,707.32' (C)

EAST QUARTER CORNER SECTION 14
FOUND GLO BRASS CAP
POINT OF COMMENCEMENT

S1°17'32"W 2,620.45' (C)

1,789.63'

330' TRANSMISSION LINE EASEMENT
INST#88-243783, MCR

50' DRAINAGE EASEMENT
PER INST# MCR

APN: 400-03-961C
ESTRELLA NORTH LLC

1,735.58'

S0°14'25"W 2,633.85' (BASIS OF BEARING)

130' ROW
ESTRELLA PARKWAY
ESTRELLA PHASE ONE
MAP OF DEDICATION
BK 318, PG 38, MCR

ESTRELLA PARCEL 12.24
BOOK 1545, PAGE 07, MCR

ESTRELLA MOUNTAIN RANCH,
PARCEL 26, FINAL PLAT
BOOK 508, PAGE 38, MCR

S73°37'33"E 575.10'

S10°36'09"E
13.09'

S85°01'37"E
142.11'

N79°23'51"E
115.00'

N79°23'51"E
170.00'

ESTRELLA – PARCEL 12.23, PHASE 1
BOOK 1545, PAGE 17, MCR

TRUE POINT OF BEGINNING

N89°45'35"W 976.49'

W ROCK WREN RD

W ACACIA DRIVE

W ROCK WREN ROAD

N79°23'51"E
120.00'

TRACT "K"

S10°36'10"E
513.68'

S10°36'09"E 372.68'

S172ND AVENUE

N10°36'09"W
85.60'

N75°23'13"E
149.77'

TRACT "L"

S39°10'13"E
115.00'

S29°03'57"E
123.22'

S73°37'33"E
185.10'

S16°22'27"W
137.26'

S73°37'33"E
93.23'

N44°30'14"E 318.45'

S ESTRELLA PARKWAY

S 173RD LANE

W DESERT SAGE DRIVE

W SUNWARD DRIVE

SHEET 4

SHEET 5

SHEET 6

N16°22'13"E 781.27'

N16°22'13"E 364.71'

TRACT "P"

TRACT "N"

TRACT "O"

TRACT "M"

TRACT "J"

SOUTHERN MOST CORNER
ESTRELLA MOUNTAIN RANCH,
PARCEL 26, FINAL PLAT
BOOK 508, PAGE 38, MCR

N43°46'27"E
511.36'

G1

3' SWE
BK 318, PG 38, MCR

8' PUE
BK 318, PG 38, MCR

20' SSE
INST#2002-0957279, MCR
MODIFIED PER INST#____-____ MCR

S68°04'47"W 244.46'

S61°48'28"W
123.06'

S10°36'09"E
25.00'

S55°13'59"W
47.84'

S44°30'14"W
141.00'

S28°53'18"W
48.80'

S27°13'38"W 274.07'

APN: 400-03-961B
ESTRELLA NORTH LLC

APN: 400-03-961C
ESTRELLA NORTH LLC

898.27'

330' TRANSMISSION LINE EASEMENT
INST#88-243783, MCR

829.14'

447.47'

N80°21'05"W 778.12'

S88°59'19"E 2,755.58'

1,478.96'

SOUTH QUARTER CORNER
SECTION 14
CALCULATED POINT PER
UNRECORDED ALTA FOR
ESTRELLA MOUNTAIN RANCH
BY: CMX, JOB NO. 7241-02,
DATED 05-12-05

130' ROW
ESTRELLA PARKWAY
ESTRELLA PHASE ONE
MAP OF DEDICATION
BK 318, PG 38, MCR

APN: 400-03-963F
ESTRELLA NORTH LLC

APN: 400-03-963D
ESTRELLA NORTH LLC

SOUTHEAST CORNER SECTION 14
FOUND GLO BRASS CAP

0 50 100 200
SCALE: 1"=100'

REGISTERED LAND SURVEYOR
CERTIFICATE NO
37401
JODY ALLEN
STONE
Date Signed 1-28-22
ARIZONA, U.S.A.
Expires 03/31/2023

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

AREA 16.786 AC	SHEET 2 OF 6
Job No: 1-18-004-03	Date: 1/28/2022

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GENERAL NOTES

A. 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 BY 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.

B. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

D. 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.

1. 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.

2. 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.

3. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL RACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.

4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

5. 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.

E. 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.

1. 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.

2. 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.

3. 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 TO ENSURE GOOD NORMAL GROWTH.

4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS 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.

5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3-INCHES BY 3-INCHES.

6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR PERIOD. THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS PARCEL 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 PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).

L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

M. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

N. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S OR PROPERTY OWNER'S ASSOCIATION.

O. 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 PUBLIC UTILITY EASEMENT.

P. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES (LOTS 30, 31, 32, 33, 34, 35, 36, AND 37). LOTS NOTED WITH AN "*".

Q. 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. (LOT 38). LOTS NOTED WITH AN "#".

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHD LENGTH	CHD DIRECTION
C1	2,935.00'	6°41'06"	342.44'	342.24	N13°01'40"E
C2	425.00'	3°30'03"	25.97'	25.96	N52°34'49"E
C3	375.00'	6°25'26"	42.04'	42.02	N57°43'20"E
C4	150.00'	97°37'13"	255.57'	225.76	S32°26'09"E
C5	150.00'	35°45'00"	93.59'	92.08	S26°37'44"W
C6	300.00'	30°52'59"	161.70'	159.75	S59°56'43"W
C7	400.00'	9°54'40"	69.19'	69.11	S49°27'34"W
C8	380.00'	35°45'00"	237.10'	233.27	S26°37'44"W
C9	355.00'	35°45'00"	221.50'	217.93	S26°37'44"W
C10	405.00'	35°45'00"	252.70'	248.62	S26°37'44"W
C11	375.00'	10°00'23"	65.49'	65.41	S49°30'26"W
C12	425.00'	9°49'37"	72.89'	72.80	S49°25'02"W
C13	125.00'	97°37'13"	212.97'	188.13	N32°26'09"W
C14	175.00'	97°37'13"	298.16'	263.39	S32°26'09"E
C15	35.00'	19°11'17"	11.72'	11.67	S71°39'07"E
C16	55.00'	127°26'45"	122.34'	98.63	N54°13'09"E
C17	35.00'	24°06'37"	14.73'	14.62	N2°33'05"E
C18	125.00'	29°53'51"	65.23'	64.49	N29°33'18"E
C19	175.00'	35°45'00"	109.19'	107.43	S26°37'44"W
C20	275.00'	30°52'59"	148.23'	146.44	S59°56'43"W
C21	325.00'	30°52'59"	175.18'	173.07	S59°56'43"W
C22	35.00'	19°11'17"	11.72'	11.67	N84°58'52"E
C23	55.00'	124°21'56"	119.38'	97.29	N32°23'32"E
C24	35.00'	19°11'16"	11.72'	11.67	N20°11'48"W
C25	185.00'	53°30'12"	172.75'	166.55	N29°26'24"W
C26	2,935.00'	0°24'56"	21.29'	21.29	S16°09'45"W

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	47.42	N43°53'48"E
L2	23.92	N44°44'54"E
L3	33.48	N50°49'47"E
L4	50.02	S37°00'56"E
L5	45.57	N61°40'45"E
L6	35.90	N69°58'20"E
L7	11.97	N79°23'51"E
L8	50.00	N79°23'51"E
L9	47.00	N10°36'09"W
L10	20.10	S73°37'33"E
L11	16.97	N36°14'46"W
L12	16.97	S53°45'14"W
L13	17.55	N32°23'32"E
L14	16.97	S53°45'14"W
L15	15.00	N9°38'55"E
L16	49.18	S38°56'09"W
L17	27.63	S54°15'29"W
L18	30.26	S54°15'29"W
L19	16.20	N81°14'46"W
L20	44.02	S8°45'14"W

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
30	5,405	0.124
31	5,405	0.124
32	5,405	0.124
33	5,405	0.124
34	5,405	0.124
35	5,405	0.124
36	5,405	0.124
37	5,537	0.127
38	5,640	0.129
39	5,640	0.129
40	5,640	0.129
41	5,640	0.129
42	5,640	0.129
43	6,213	0.143

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
44	10,878	0.250
45	10,390	0.239
46	10,000	0.230
47	5,992	0.138
48	5,457	0.125
49	5,405	0.124
50	5,405	0.124
51	5,477	0.126
52	6,660	0.153
53	9,243	0.212
54	6,376	0.146
55	6,095	0.140
56	6,070	0.139
57	9,258	0.213

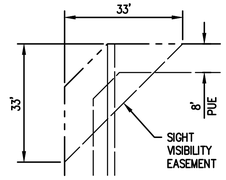
LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
58	11,242	0.258
59	5,522	0.127
60	5,640	0.129
61	5,640	0.129
62	5,640	0.129
63	5,869	0.135
64	5,405	0.124
65	5,861	0.135
66	6,106	0.140
67	6,083	0.140
68	6,090	0.140
69	5,591	0.128
70	5,452	0.125
71	5,452	0.125

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
72	5,452	0.125
73	5,452	0.125
74	5,541	0.127
75	6,608	0.152
76	6,637	0.152
77	6,461	0.148
78	6,453	0.148
79	6,391	0.147
80	5,860	0.135
81	5,456	0.125
82	5,452	0.125
83	5,452	0.125
84	5,452	0.125
85	5,455	0.125

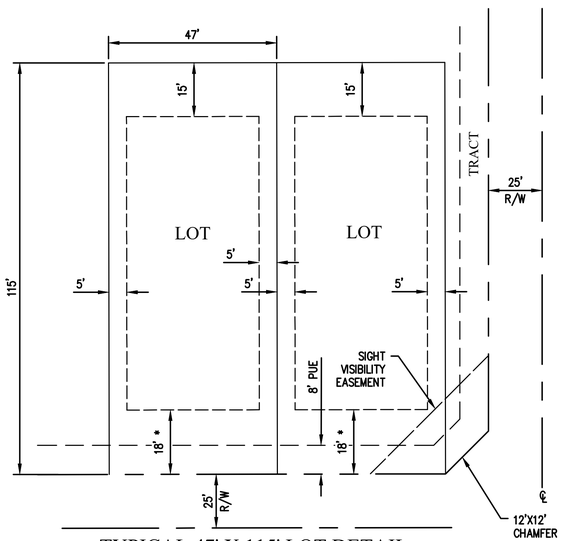
LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
86	5,482	0.126
87	6,194	0.142
88	6,757	0.155
89	5,918	0.136
90	5,436	0.125
91	5,405	0.124
92	5,405	0.124
93	5,405	0.124
94	5,405	0.124
95	5,405	0.124
96	5,405	0.124
97	5,871	0.135
98	5,958	0.137

LEGEND

PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON ACCESS EASEMENT
SWE	SIDEWALK EASEMENT
SSE	SANITARY SEWER EASEMENT
ESMT	EASEMENT
R/W	RIGHT-OF-WAY
INST#	INSTRUMENT NUMBER
BK	BOOK
PG	PAGE
MCR	MARICOPA COUNTY RECORDS
———	BOUNDARY
———	LOT LINE
— — —	ADJACENT LOT LINE
— - —	RIGHT-OF-WAY
— — —	CENTERLINE
— — —	EASEMENT
- - -	TIE-LINE
— - —	SECTION LINE
— - —	MID-SECTION LINE
— — —	LIMITS OF FLOOD PLAIN
▬▬▬	SHEET MATCH LINE
	INDICATES CORNER OF SUBDIVISION SET 1/2" REBAR WITH CAP OF RESPONSIBLE SURVEYOR
	SET CENTERLINE MONUMENT (BRASS CAP PER MAG STD DET 120, TYPE "B"
	SECTION CORNER, AS NOTED
1	SIGHT VISIBILITY EASEMENT (SVE)



SIGHT VISIBILITY EASEMENT
N.T.S.



TYPICAL 47' X 115' LOT DETAIL
N.T.S.

*THE FRONT YARD SETBACK OF AN UNOCCUPIED SIDE ENTRY GARAGE MAY BE 10' MINIMUM

SETBACKS AND DEVELOPMENT STANDARDS PER THE ESTRELLA COMMUNITY 12 PAD, AS AMENDED

LOT COVERAGE = 75%, HEIGHT = 30', 2 STORIES

TRACT AREA & USE TABLE				
TRACT NAME	AREA (SF)	AREA (ACRE)	USE	OWNERSHIP/MAINTENANCE RESPONSIBILITY
TRACT "J"	45,662	1.048	DRAINAGE, SEWER EASEMENT, PUE, LANDSCAPE & OPEN SPACE	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION
TRACT "K"	8,040	0.185	SEWER EASEMENT, PUE, LANDSCAPE & OPEN SPACE	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION
TRACT "L"	1,303	0.030	PUE, LANDSCAPE & OPEN SPACE	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION
TRACT "M"	9,778	0.224	PUE, LANDSCAPE, & OPEN SPACE	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION
TRACT "N"	40,439	0.928	DRAINAGE, PUE, LANDSCAPE, & OPEN SPACE	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION
TRACT "O"	77,218	1.773	404 MITIGATION ZONE, PUE, SEWER EASEMENT, SIDEWALK EASEMENT & OPEN SPACE	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION

ADJUSTED GROSS AREA CALCULATION	
AREA OF LOCAL STREET R/W	2.91
PLUS AREA SUBDIVIDED INTO LOTS	9.69
AREA SUBTOTAL (2.91 + 9.69 = 12.60)	12.60
APPLY 15% OPEN SPACE FACTOR	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	14.82
EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	69
DIVIDED BY ADJUSTED GROSS AREA	14.82
ADJUSTED GROSS DENSITY (69 / 14.82 = 4.66)	4.66
REQUIRED EDUS CALCULATION	
NUMBER OF DWELLING UNITS	69
EQUIVALENT EDU FACTOR FOR 4-6 DU/AC (0.82 PER DU)	0.82
NUMBER OF EDUS REQUIRED FOR PROJECT (69 X 0.82 = 56.58)	56.58

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN STONE
Date Signed 1-28-22
ARIZONA U.S.A.
Expires 03/31/2023

REVIEWED BY ____ DATE ____
DRAFTED BY ____ DATE ____
CHECKED BY ____ DATE ____

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AREA 16,786 AC | SHEET 3 OF 6
Job No: 1-18-004-03 | Date: 1/28/2022

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ESTRELLA MOUNTAIN RANCH,
PARCEL 26, FINAL PLAT
BOOK 508, PAGE 38, MCR

ESTRELLA MOUNTAIN RANCH,
PARCEL 26, FINAL PLAT
BOOK 508, PAGE 38, MCR

W ROCK WREN RD

S ESTRELLA PARKWAY

S 173RD LANE

W ROCK WREN ROAD

3' SWE
BK 318, PG 38, MCR

8' PUE
BK 318, PG 38, MCR

65'

50'

TRACT "J"

FLOOD ZONE "X" (SHADED)

FLOOD ZONE "A"

S73°37'33"E 185.10'

S73°37'33"E 115.00'

S73°37'33"E 115.00'

S73°37'33"E 115.00'

S16°22'13"W 364.71'

N16°22'27"E 376.00'

S16°22'27"W 137.26'

S16°22'27"W 324.52'

S73°37'33"E 93.23'

N44°30'14"E 36.45'

N44°30'14"E 318.45'

S44°30'14"W 333.03'

S45°29'46"E 115.00'

N45°29'46"W 116.00'

N45°29'46"W 116.46'

N49°33'07"W 117.30'

S36°10'13"E 115.00'

S45°15'06"E 115.51'

S29°03'57"E 123.22'

N39°08'30"W 121.83'

N45°29'46"W 117.25'

S54°15'29"W 33.06'

S61°40'45"W 33.23'

S46°24'03"W 20.52'

S45°13'21"W 28.22'

N45°29'46"W 116.26'

N45°29'46"W 116.00'

L=45.11'

L=1.81'

L=65.95'

L=41.59'

L=45.11'

16.90'

11.46'

18.78'

23.94'

24.99'

34.12'

27.89'

19.19'

45.94'

5.92'

5.81'

1.0' VNAE

47.00'

25'

30 *

31 *

32 *

33 *

89

90

91

92

93

94

95

96

88

87

86

85

84

83

82

81

80

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10

C1 C2 C3 C7 C11 C12

W ACACIA DRIVE

W DESERT SAGE DR

ESTRELLA PARCEL 12.23,
PHASE 1, FINAL PLAT
BOOK 1545, PAGE 17, MCR

SEE SHEET 6

SEE SHEET 5

SEE SHEET 6

N

0 20 40 80
SCALE: 1"=40'

REVIEWED BY DATE
DRAFTED BY DATE
CHECKED BY DATE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37401
JODY ALLEN
STONE
Date Signed 1-28-22
ARIZONA, U.S.A.
Expires 03/31/2023

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AREA 16,786 AC	SHEET 4 OF 6
Job No: 1-18-004-03	Date: 1/28/2022

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EAST QUARTER CORNER SECTION 14
FOUND GLO BRASS CAP
POINT OF COMMENCEMENT

1,735.58'
2,633.85'
898.27'
N01°14'25"E

SOUTHEAST CORNER SECTION 14
FOUND GLO BRASS CAP

TRUE POINT OF BEGINNING

N89°45'35"W 976.49'

50' DRAINAGE EASEMENT
PER INST# MCR

FLOOD ZONE "X" (SHADED)
FLOOD ZONE "A"

W DESERT SAGE DRIVE

ESTRELLA PARCEL 12.23,
PHASE 1, FINAL PLAT
BOOK 1545, PAGE 17, MCR

N79°23'51"E 120.00'

TRACT "K"

67.00'

30' SSE

S79°23'51"W 120.00'

TRACT "L"

N10°36'09"W 85.60'

S 172ND AVE
N10°36'09"W 223.35'

S10°36'09"E 372.86'

N75°23'13"E 149.77'

55.06'

188.04'

102.44'

115.28'

S10°36'09"E

L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17

C21 C22 C23 C24 C25 C26

S79°23'51"W 115.58'

S75°23'13"W 143.92'

N56°47'08"W 139.91'

S61°48'28"W 123.06'

S68°04'47"W 244.46'

S55°13'59"W 47.84'

S44°30'14"W 265.98'

W SUNWARD DR

SEE SHEET 4

SEE SHEET 6

62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 63 64 65 66 67 68 69 70 71 72 73 74

1.0' VNAE
8' PUE
25'
47.00'
67.00'
170.46'
117.68'
108.61'
91.03'
92.26'
55.25'
40.92'
47.38'
14.61'
9.46'
8.57'
27.71'
30.80'
11.53'
14.51'
7.98'
20.08'
20.90'
27.65'
28.72'
19.34'
19.69'
28.15'
25.81'
42.34'
5.81'
43.55'
45.94'
L=44.57'
L=30.71'
L=34.07'
L=36.05'
L=22.85'
L=94.90'
L=38.82'
L=10.76'
L=4.23'
L=26.47'
L=119.19'
S79°23'51"W 120.00'
S79°23'51"W 115.58'
S44°30'14"W 47.00'
S45°29'46"E 116.00'
S45°29'46"W 116.00'
S45°29'46"W 115.00'
S45°29'46"W 120.41'
S45°29'46"W 136.06'
S44°30'14"W 141.00'
S44°30'14"W 265.98'
S44°30'14"W 43.55'
S46°52'50"E 115.03'
S20°01'40"E 116.16'
S14°36'47"E 115.00'
S27°53'06"E 115.50'
S35°44'31"E 115.61'
S43°35'57"E 115.61'
S45°13'21"W 50.23'
S46°24'05"W 30.26'
S61°40'45"W 32.86'
N14°36'47"W 138.33'
N14°36'47"W 132.69'
N14°36'47"W 126.66'
N19°13'39"W 115.19'
N37°24'29"W 132.82'
N45°29'46"W 120.24'
N45°29'46"W 115.00'
N45°29'46"W 115.00'
N45°29'46"W 115.00'
N45°29'46"W 120.41'
N45°29'46"W 136.06'
S26°54'18"W 48.80'

FLOOD ZONE "X"
SHADED TO NORTH
FLOOD ZONE "A" TO
SOUTH

APN 400-03-961E
ESTRELLA NORTH LLC
INST #21-1136594, MCR

APN 400-03-961E
ESTRELLA NORTH LLC
INST #21-1136594, MCR

330' TRANSMISSION
LINE EASEMENT,
APN: 400-03-961B
INST#88-243783, MCR

N

0 20 40 80
SCALE: 1"=40'

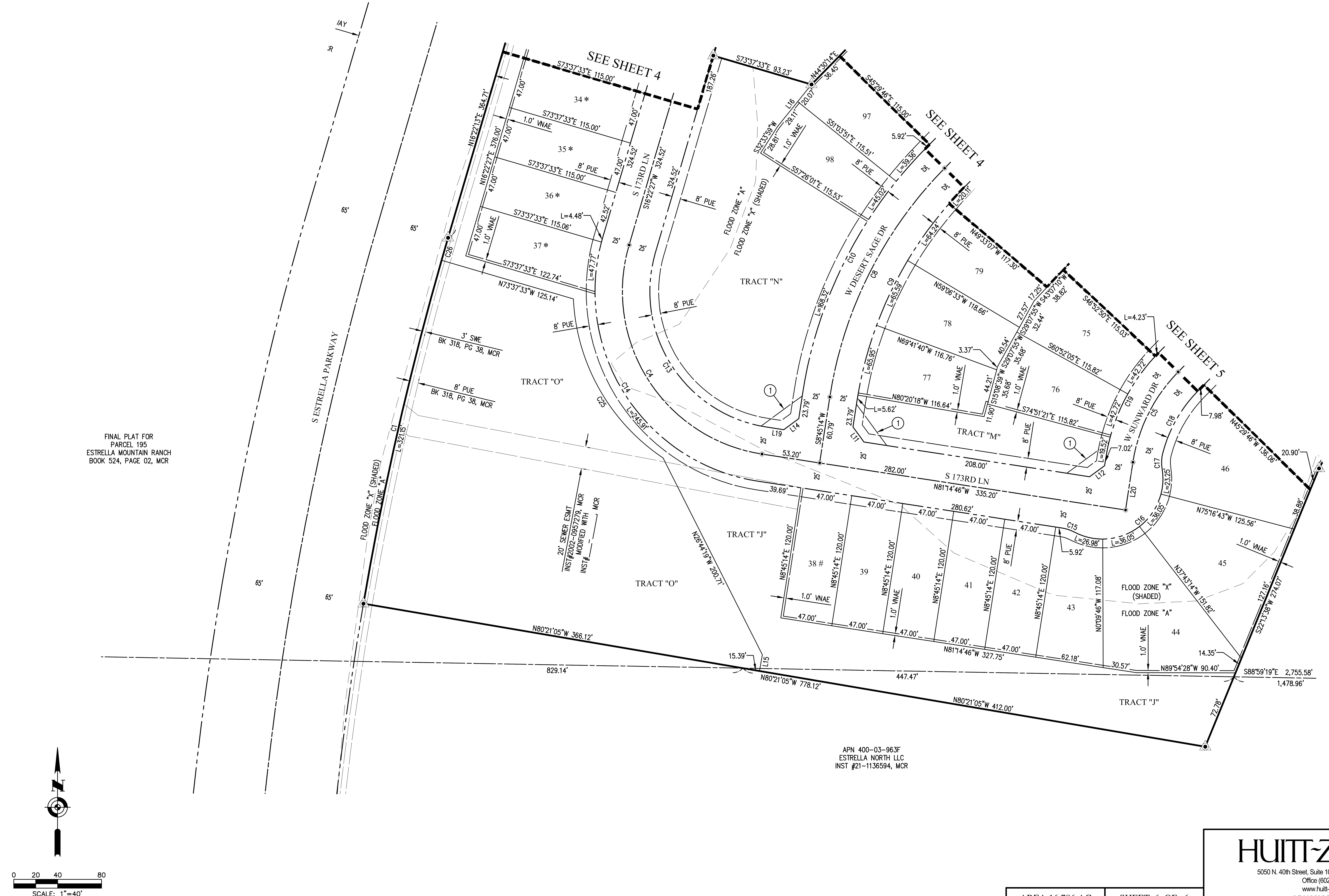
REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

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AREA 16.786 AC	SHEET 5 OF 6
Job No: 1-18-004-03	Date: 1/28/2022

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REVIEWED BY ______ DATE ______
DRAFTED BY ______ DATE ______
CHECKED BY ______ DATE ______

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AREA 16.786 AC	SHEET 6 OF 6
Job No: 1-18-004-03	Date: 1/28/2022

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ITEM #: 13.
DATE: 03/28/2022
AI #:763

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF CIVIC SQUARE PARCEL B – PHASE 1

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):
Daniel Auxier, EPS Group

SUMMARY

A replat of Goodyear Civic Square Parcel B – Phase 1 for Lots 97-102, 109-115, 122-127 and Tract Z. The replat will increase the depth of the lots as included in the replat, and reduce the width of Tract Z. Parcel B – Phase 1 is located at the northwest corner of North 150th Drive and West Monte Vista Road within the Goodyear Civic Square Planned Area Development.

Recommendation

Approve the Final Plat of Goodyear Civic Square Parcel B – Phase 1 for Lots 97-102, 109-115, 122-127 and Tract Z, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

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

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 a part of the Goodyear Civic Square Planned Area Development (PAD). The PAD was approved on July 8, 2019, with City Council adoption of Ordinance No. 2019-1440.

The preliminary plat of Goodyear Civic Square Parcel B was approved by the City Council on December 16, 2019.

The final plats of Goodyear Civic Square Parcel B – Phase 1 and Phase 2 were approved by the City Council on December 7, 2020 (Recorded Book 1576 Page 6). The subject replat is a part of Parcel B – Phase 1.

STAFF ANALYSIS

The replat is intended to increase the depth of the lots as noted on the replat, attached hereto. The increase in depth will be approximately 2.8 feet, with the increase at the front of the lots, which face the public street. The increased depth will permit the end units to have larger, wrap-around porches, which would otherwise not be permitted.

The replat, subject to the stipulations herein, conforms to the lot yield, street configuration and utilities as established with the approved final plat, attached hereto, and is consistent with the technical requirements of the city's subdivision regulations and engineering standards. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

Council Action Report

Aerial Photo

Final Plat of Goodyear Civic Square Parcel B – Phase 1

Replat of the Final Plat of Goodyear Civic Square Parcel B – Phase 1

AGENDA ITEM #:
DATE: 03/28/2022
CAR #:

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF CIVIC SQUARE PARCEL B – PHASE 1

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):
Daniel Auxier, EPS Group

SUMMARY:
A replat of Goodyear Civic Square Parcel B – Phase 1 for Lots 97-102, 109-115, 122-127 and Tract Z. The replat will increase the depth of the lots as included in the replat, and reduce the width of Tract Z. Parcel B – Phase 1 is located at the northwest corner of North 150th Drive and West Monte Vista Road within the Goodyear Civic Square Planned Area Development.

Recommendation:
Approve the Final Plat of Goodyear Civic Square Parcel B – Phase 1 for Lots 97-102, 109-115, 122-127 and Tract Z., subject to the following stipulations:

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;

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:

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STAFF ANALYSIS

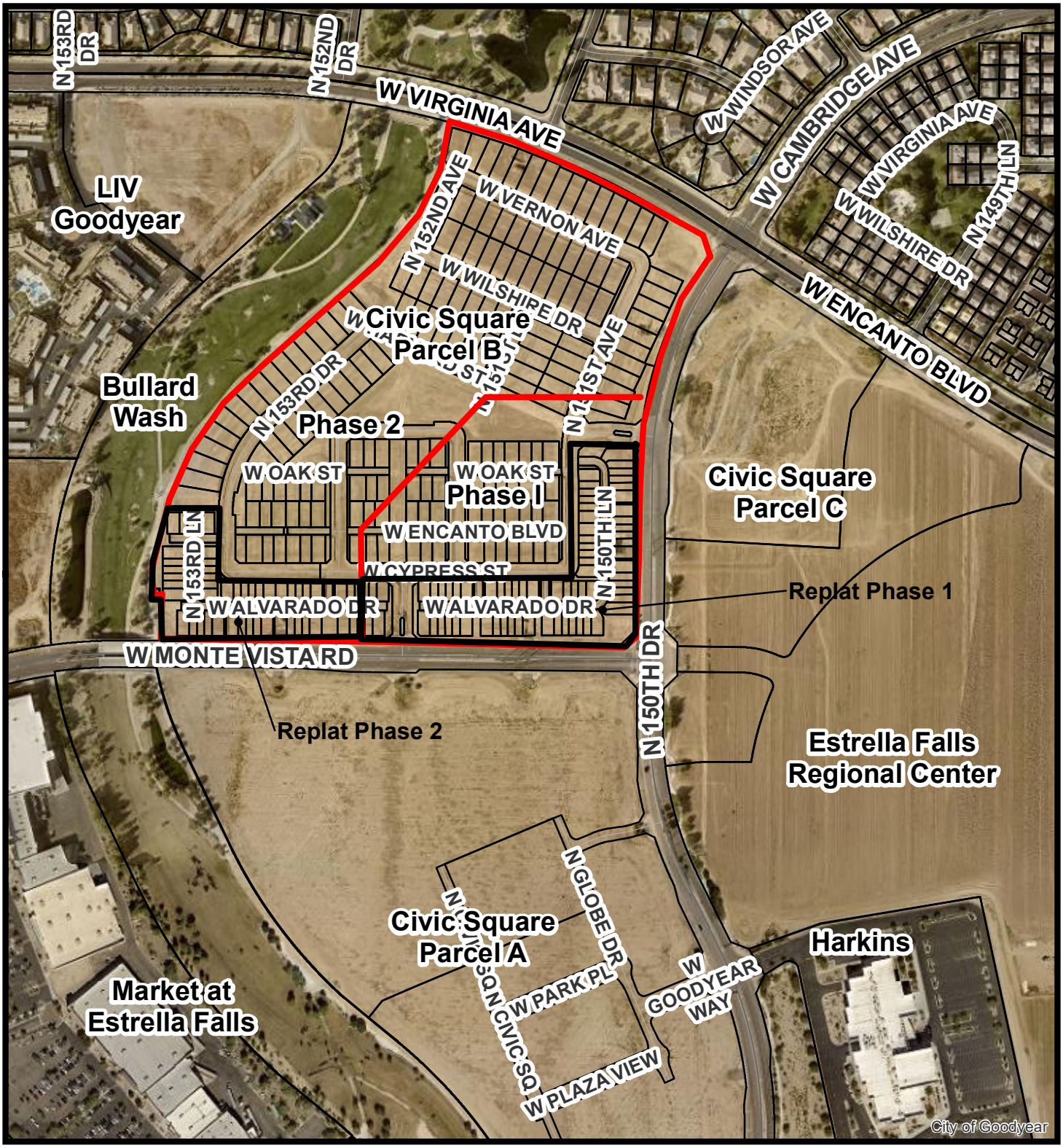
The replat is intended to increase the depth of the lots as noted on the replat, attached hereto. The increase in depth will be approximately 2.8 feet, with the increase at the front of the lots, which face the public street. The increased depth will permit the end units to have larger, wrap-around porches, which would otherwise not be permitted.

The replat, subject to the stipulations herein, conforms to the lot yield, street configuration and utilities as established with the approved final plat, attached hereto, and is consistent with the technical requirements of the city's subdivision regulations and engineering standards. The Final Plat is in substantial conformance with the Preliminary Plat.

ATTACHMENTS

1. Aerial Photo
2. Final Plat of Goodyear Civic Square Parcel B – Phase 1
3. Replat of the Final Plat of Goodyear Civic Square Parcel B – Phase 1

Aerial Photo Exhibit
Goodyear Civic Square Replats
Phases 1 & 2



Drawn By: Steve Careccia
City of Goodyear Development Sevices Department
Date: 3.17.22

N

Final Plat of
Goodyear Civic Square Parcel B - Phase I

A PORTION OF THE NORTHEAST, NORTHWEST, AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "GOODYEAR CIVIC SQUARE PARCEL B – PHASE 1", A PORTION OF THE NORTHEAST, NORTHWEST, AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER 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, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER, HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION EXCEPT TRACTS CC, DD AND EE, WHICH ARE BEING CONVEYED TO THE CITY OF GOODYEAR HEREIN, AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS AND EASEMENTS HEREIN, CONVEYS TO THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION TRACTS A, AA, B, BB, C, D, AND E, AND TRACTS F–Z INCLUSIVE AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR TRACTS CC, DD, AND EE, IN FEE, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES AND WHICH ARE HEREBY DECLARED AS PUBLIC RIGHT–OF–WAY.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES NON–EXCLUSIVE ACCESS EASEMENTS OVER AND ACROSS TRACTS B, C, D, E, F, G, AND BB AND OVER AND ACROSS ALL AREAS IN LOTS IDENTIFIED AS SIDEWALK EASEMENTS ("SWE") AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. SUCH NON–EXCLUSIVE ACCESS EASEMENTS ARE FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES, EQUIPMENT, AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES OR OTHER SERVICES ON BEHALF OF THE CITY OF GOODYEAR, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS PLAT.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES USE AND BENEFIT EASEMENTS OVER AND ACROSS ALL AREAS IN LOTS 1, 2, 5, 6, 7, 8, 9, 10, 13, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36, 39, 41, 42, 44, 45, 46, 47, 48, 51, AND 52 IDENTIFIED AS USE BENEFIT EASEMENTS ("UBE") AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE BENEFIT OF THE LOTS ADJACENT TO SUCH EASEMENTS. THE PURPOSES, USES, AND LIMITATIONS OF THE UBES BEING DEDICATED HEREIN ARE AS DESCRIBED ON SHEET 2 OF THIS PLAT.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES AND FOR PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN.

IN CONSIDERATION OF THE CITY'S AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACTS CC AND DD, THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN THE TRACTS CC AND DD, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT–OF–WAY. THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION 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 ARISEN FROM THE LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THE MEDIAN. THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY 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 BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, AND THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE FAILURE OF THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION TO REMEDY THE UNSAFE CONDITION WITHIN THREE (3) BUSINESS DAYS OF BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACTS CC AND DD AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING AND OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL, NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS (VNAE) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "VNAE" AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE PROPERTY.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE SIDEWALK EASEMENTS ON, OVER AND ACROSS THOSE AREAS IN THIS PLAT IDENTIFIED AS SIDEWALK EASEMENTS ("SWE") AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY RESERVES FOR THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION NON–EXCLUSIVE PRIVATE SIDEWALK EASEMENTS (PSWE) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "PSWE" AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PRIVATE SIDEWALK FACILITIES IN, OVER, ABOVE, AND UNDER THE PRIVATE SIDEWALK EASEMENT AREAS AS SHOWN ON THIS PLAT; PROVIDING ACCESS TO THE LOTS ADJACENT TO SUCH PRIVATE SIDEWALK EASEMENTS; AND FOR PEDESTRIAN TRAVEL.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

TRACTS AA, J, N, O, X, AND Z ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE INCLUSIVE CONVEYANCE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FROM THE PUBLIC RIGHTS–OF–WAY AS REQUIRED BY THE CITY OF GOODYEAR'S ENGINEERING STANDARDS AND DESIGN POLICIES AND GOODYEAR CITY CODE. DRAINAGE FACILITIES SUCH AS CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS AND EROSION CONTROL FACILITIES DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THIS SUBDIVISION AND FROM PUBLIC RIGHTS–OF–WAY AND TO CONVEY DRAINAGE OFF–SITE PER IMPROVEMENT PLANS APPROVED BY AND ON FILE WITH THE CITY OF GOODYEAR. THESE COVENANTS CAN BE ENFORCED OR REMOVED BY THE CITY OF GOODYEAR, AND THE CITY OF GOODYEAR AND ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OR ATTEMPTED VIOLATIONS OF ANY OF THESE COVENANTS CAN BRING PROCEEDINGS AT LAW OR IN EQUITY TO ENFORCE THESE COVENANTS AND THE PARTY SEEKING TO ENFORCE THESE COVENANTS SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEYS' FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE A COVENANTS RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER OF ALL OR A PORTION OF TRACTS AA, J, N, O, X, AND Z.

CIVIC SQUARE BUILD TO RENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, PRIVATE DRAINAGE EASEMENTS ACROSS TRACTS, LOTS, AND ALL AREAS IN THIS PLAT DESIGNATED AS "PRIVATE DRAINAGE EASEMENTS" ("PDE"). THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ABOVE–GROUND AND BELOW–GROUND PRIVATE DRAINAGE FACILITIES; INCLUDING CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS, RETENTION BASINS, DETENTION BASINS, EROSION CONTROL AREAS, AND DRYWELLS WITHIN SUCH PRIVATE DRAINAGE EASEMENTS.

PRIVATE UTILITY EASEMENTS
PERPETUAL WATER AND SEWER EASEMENTS ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO LIBERTY UTILITIES AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER AND SEWER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

DEDICATION (CONTINUED)

NEITHER GRANTOR NOR THE OWNERS OF ANY PART OF THE PREMISES SHALL ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE EASEMENTS; HOWEVER, THEY SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENTS IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES IN ACCORDANCE WITH ARIZONA CORPORATION COMMISSION RULES AND REGULATIONS. GRANTEE SHALL NOT BE HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE LIMITS OF THE EASEMENTS DUE TO REPAIR, REPLACEMENT, CONSTRUCTION OR RELOCATION OF THE GRANTEE OWNED WATER AND SEWER LINES.

GRANTEE SHALL HOLD GRANTOR AND OWNERS OF ANY PART OF THE PREMISES HARMLESS FROM DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, WHICH RESULT FROM GRANTEES USE OF EASEMENT TO OPERATE, MAINTAIN, REPAIR, REPLACE AND INSTALL UTILITY OWNED INFRASTRUCTURE. THIS HOLD HARMLESS DOES NOT COVER NEGLIGENT ACTIONS FROM GRANTOR OR OWNERS THAT RESULT IN ANY CLAIM, AS WELL AS GRANTEE IS NOT HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES, DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE EASEMENT. GRANTOR AND GRANTEE AGREE THAT ALL EASEMENTS WILL ALSO BE GOVERNED BY ARIZONA ADMINISTRATIVE CODE R14–2–405C AS AMENDED. GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

IN WITNESS WHEREOF: CIVIC SQUARE BUILD TO RENT, 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 OFFICER THEREUNTO DULY AUTHORIZED THIS 28th DAY OF January, 2021

BY: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

BY: Danny Berger

ITS: Senior Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS 28th DAY OF January, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Danny Berger, WHO ACKNOWLEDGED SELF TO BE Senior Vice President OF CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: [signature] NOTARY PUBLIC — January 28, 2021 DATE

MY COMMISSION EXPIRES: July 21, 2022

MANNERA WHITE
Notary Public, State of Arizona
Maricopa County
Commission Number # 547561
My Commission Expires
July 21, 2022

LIBERTY UTILITIES RATIFICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION AND CONSENT, LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER), CORP., AN ARIZONA CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE DEDICATION OF THE LIBERTY WATER AND SEWER EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.
AN ARIZONA CORPORATION

BY: DAVID HEIGHWAY

NAME: David Heighway

TITLE: DIRECTOR, ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS 23rd DAY OF January, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED David Heighway, WHO ACKNOWLEDGED SELF TO BE Director, Engineering OF LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. AN ARIZONA CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: Virginia P. Covarrubias NOTARY PUBLIC — 1/25/2021 DATE

MY COMMISSION EXPIRES: April 13, 2022

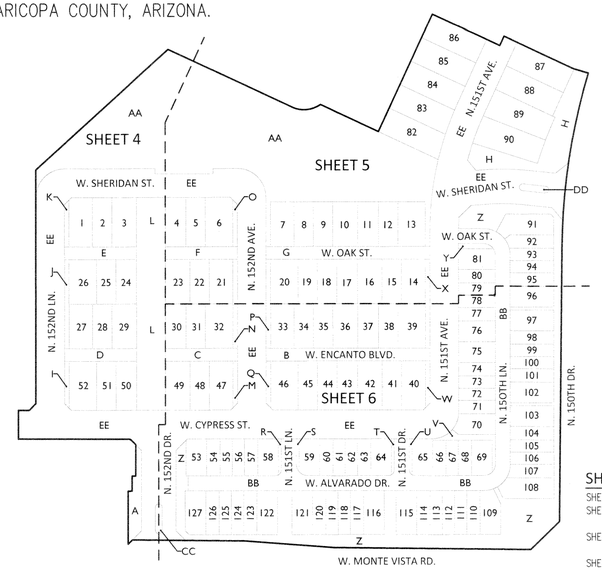
Virginia P Covarrubias
Notary Public - Arizona
Maricopa County
My Commission
Expires April 13, 2022

LENDER'S CONSENT AND SUBORDINATION

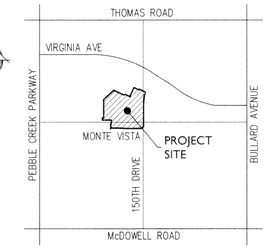
THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED TO THE CITY HEREIN AS SHOWN ON THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

WESTERN ALLIANCE BANK, IT'S SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AN ARIZONA CORPORATION

BY: [signature]
AUTHORIZED REPRESENTATIVE
STEVEN D. STRehlow
VICE MESIDENT



SHEET INDEX
N.T.S.



VICINITY MAP
N.T.S.

SEC. 32
T.2 N., R.1 W.

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER STEPHEN RICHER
20210226516 03/01/2021 11:05
BOOK 1576 PAGE 6
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH1-6-1-1-M-garibayf

SHEET INDEX

SHEET 1: COVER SHEET
SHEET 2: LEGAL DESCRIPTION, NOTES AND DETAILS
SHEET 3: LOT AREA TABLE, TRACT TABLE, LINE AND CURVE TABLES
SHEET 4–6: PLAN SHEET

UTILITIES

WATER	LIBERTY UTILITIES
SEWER	LIBERTY UTILITIES
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK /COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURYLINK / COX

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	PAD (PLANNED AREA DEVELOPMENT)
YIELD 127 LOTS	7.6907 AC.
OPEN SPACE	4.0694 AC.
PRIVATE STREET	1.2388 AC.
PUBLIC STREET (TRACT EE)	3.4060 AC.
TOTAL	16.4049 AC.

COMMUNITY ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
BY THIS RATIFICATION AND CONSENT, CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION; (I) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE EASEMENTS DEDICATED TO CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION REFLECTED HEREIN; (II) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) AND HEREBY ACCEPTS OWNERSHIP OF TRACTS A, AA, B, BB, C, D, AND E AND TRACTS F–Z INCLUSIVE, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS GRANTED HEREIN, THAT ARE CONVEYED TO CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION AS PROVIDED HEREIN.

IN WITNESS WHEREOF, Ramon Gonzalez HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 28th DAY OF January, 2021

CIVIC SQUARE COMMUNITY ASSOCIATION,
AN ARIZONA NON–PROFIT CORPORATION

BY: [signature]

ITS: President

ACKNOWLEDGMENT FOR COMMUNITY ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF January, 2021 BY Ramon Gonzalez, THE President OF CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, ON BEHALF OF THE NON–PROFIT CORPORATION.

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

BY: [signature] NOTARY PUBLIC — 1/28/2021 DATE

MY COMMISSION EXPIRES: July 21, 2022

MANNERA WHITE
Notary Public, State of Arizona
Maricopa County
Commission Number # 547561
My Commission Expires
July 21, 2022

ACKNOWLEDGMENT FOR LENDER'S CONSENT AND SUBORDINATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF February 2021 BY Steven D. Strehlow AS Vice President OF WESTERN ALLIANCE BANK, IT'S SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AN ARIZONA CORPORATION, FOR THE PURPOSES CONTAINED HEREIN.

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

BY: [signature] NOTARY PUBLIC — 2/5/2021 DATE

MY COMMISSION EXPIRES: November 5, 2022

VIRGINIA E NELSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
Commission #: 557135
My Comm. Expires November 5, 2022

CERTIFICATE OF ASSURED WATER

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

CERTIFICATE NO. 27–701116.0000 DATED AUGUST 17, 2020

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. DATE

BASIS OF BEARINGS

ALONG PEBBLE CREEK PARKWAY, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER, OF SEC 32, T2N, R1W, AS MEASURED AND AS SHOWN ON PLAT OF RECORD, RECORDED IN BOOK 956, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA. THE BEARING OF WHICH IS: **NORTH 00 DEGREES 20 MINUTES 32 SECONDS EAST**

OWNER:
CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
7001 N. SCOTTSDALE ROAD,
SUITE 2055
SCOTTSDALE, AZ 85253–4416
TEL: (480)–922–5965
CONTACT: BRANDEN LOMBARDI

ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD,
SUITE 120
MESA, AZ 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: DANIEL "OX" AUXIER, P.E.

DEVELOPER:
BB LIVING RESIDENTIAL
7001 N. SCOTTSDALE ROAD,
SUITE 2055
SCOTTSDALE, AZ 85253–4416
TEL: (480)–922–5965
CONTACT: BRANDEN LOMBARDI

CERTIFICATION

I, MARY F. KENNEDY HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
MARY F. KENNEDY, R.L.S. 21071
EPS GROUP, INC.
1130 N.. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
Date Signed 11/25/20
I DO NOT ACCEPT RESPONSIBILITY FOR ANY USE OF THIS SEAL FOR PURPOSES OTHER THAN THOSE SET FORTH BY ME OR MY DIRECT SUPERVISION AND APPROVAL.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS 2nd DAY OF DECEMBER, 2020

BY: Georgia Lord
MAYOR GEORGIA LORD

BY: Darcie McCracken
CITY CLERK: DARCIE MCCRACKEN

CITY OF GOODYEAR ARIZONA INCORPORATED 1946

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS 24th DAY OF February, 2021

BY: [signature]
FOR CITY ENGINEER: SUMEET MOHAN

1130 N. Alma School Rd. Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: CIVIC SQUARE PARCEL B - PHASE I
GOODYEAR, ARIZONA
FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona One Call, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

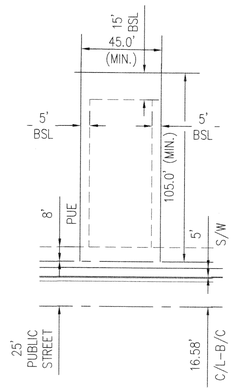
Job No. 18-423
FP01
Sheet No. 1 of 6

tprotonentis Nov 25, 2020 1:48pm S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 1\18-423 – Final Plat – Phase 1.dwg

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210226516 03/01/2021 11:05
BOOK 1576 PAGE 6
ELECTRONIC RECORDING

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garibayf

NOTE:
THE FRONT BSL WILL BE PER THE DEVELOPMENT STANDARDS TABLE AS NOTED ON THIS SHEET.



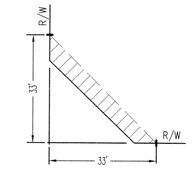
TYPICAL LOT DIAGRAM TRADITIONAL
N.T.S.

NOTE:
SETBACKS FOR EACH HOUSING TYPE AS ESTABLISHED IN THE GOODYEAR CIVIC SQUARE PAD.

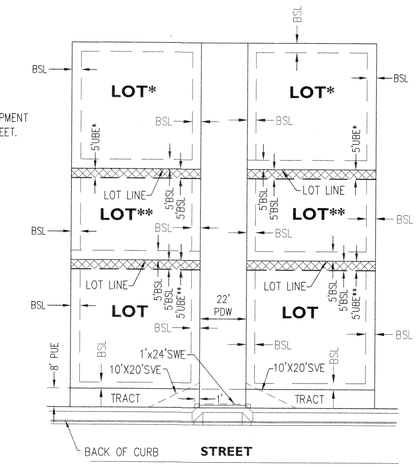
LEGEND FOR DETAIL

PUE	PUBLIC UTILITY EASEMENT
C/L	CENTERLINE
B/C	BACK OF CURB
S/W	SIDEWALK
MIN.	MINIMUM
BSL	BUILDING SETBACK LINE

NOTE:
THE FRONT BSL WILL BE PER THE DEVELOPMENT STANDARDS TABLE AS NOTED ON THIS SHEET.



SIGHT VISIBILITY TRIANGLE
NOT TO SCALE



TYPICAL CLUSTER LOT DETAILS
AND USE AND BENEFIT EASEMENT
NOT TO SCALE

UBE* BENEFITS LOT* (TYPICAL) – 5' UBE
UBE** BENEFITS LOT** (TYPICAL) – 5' UBE

LEGEND FOR DETAIL

BSL	BUILDING SETBACK LINE
UBE	USE AND BENEFIT EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
SWE	SIDEWALK EASEMENT

1. USE AND BENEFIT EASEMENTS (UBES) ARE PERPETUAL EASEMENTS THAT HAVE BEEN CREATED OVER PARTS OF THE LOTS FOR COMPLIANCE WITH SETBACK REQUIREMENTS AND AS AN EXTENSION OF YARDS FOR LANDSCAPING, RECREATION AND DRAINAGE USE.

2. LOTS 1, 2, 5, 6, 7, 8, 9, 10, 13, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36, 39, 41, 42, 44, 45, 46, 47, 48, 51 AND 52 AS SHOWN ON THIS PLAT SHALL BE BURDENED BY A PRIVATE UBE OF FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE) WHICH EXTENDS TO THE EXTERIOR BUILDING STEM WALL OF THE BUILDING CONSTRUCTED ON THE BURDENED LOT. THE UBE SHALL RUN THE LENGTH OF THE LOT AS ILLUSTRATED ON THE TYPICAL USE AND BENEFIT EASEMENT DETAIL ON THIS SHEET.

3. ALLOWED AND PROHIBITED ENCROACHMENTS WITHIN THE UBE ARE AS FOLLOWS:

i. ALLOWED: LANDSCAPING, UNCOVERED PATIOS, PATHWAYS, DRAINAGE FACILITIES AND BUILDING PROJECTIONS OF LESS THAN TWO FEET THAT HAVE BEEN BUILT IN CONFORMANCE WITH THE CITY'S BUILDING AND CONSTRUCTION CODES IN EFFECT AT THE TIME OF SUCH CONSTRUCTION, AND REAR YARD SCREEN WALLS.

ii. PROHIBITED: HARDSCAPE STRUCTURES WITH PERMANENT FOUNDATIONS SUCH AS, BUT NOT LIMITED TO, IN-GROUND POOLS AND SPAS, BARBEQUE STRUCTURES, A/C UNITS, FENCES AND SIMILAR STRUCTURES, EXCEPT REAR YARD SCREEN WALLS.

GENERAL NOTES

A. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

B. NO STRUCTURE 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

C. 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 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 WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR 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 AREA 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 PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY AND THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL EXECUTE AND PROVIDE TO THE CITY A STORM WATER MAINTENANCE AGREEMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.

H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER-FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE 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 OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

I. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

J. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LARGER POWER LINES.

K. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

L. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

M. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION, WITH THE FOLLOWING EXCEPTIONS: NONE.

N. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

O. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

P. ALL TRACT LANDSCAPE AND OPEN SPACE IMPROVEMENTS SHALL BE COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR A DWELLING UNIT WITHIN THE SUBDIVISION.

LEGAL DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°20'32" WEST, A DISTANCE OF 2640.94 FEET;

THENCE SOUTH 00°20'32" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 548.59 FEET TO A CITY OF GOODYEAR BRASS CAP IN HAND HOLE AT THE CENTERLINE OF W. MONTE VISTA DRIVE AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID WEST LINE, AND EASTERLY ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS EAST, 171.07 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 19 MINUTES 58 SECONDS EAST A DISTANCE OF 1400.00 FEET;

THENCE NORTHEASTERLY 343.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14 DEGREES 03 MINUTES 46 SECONDS TO A CITY OF GOODYEAR BRASS CAP FLUSH;

THENCE NORTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 227.00 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1400.00 FEET;

THENCE NORTHEASTERLY 348.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14 DEGREES 15 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 27 MINUTES 58 SECONDS EAST, 783.67 FEET;

THENCE NORTH 0 DEGREES 32 MINUTES 02 SECONDS EAST, 43.03 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL DESCRIBED IN DOCUMENT NO. 1999-1168189A, MARICOPA COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 03 MINUTES 55 SECONDS WEST, 92.01 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 6.70 FEET;

THENCE NORTH 0 DEGREES 03 MINUTES 55 SECONDS WEST, 26.00 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 6.43 FEET;

THENCE NORTH 0 DEGREES 03 MINUTES 55 SECONDS WEST, 54.25 FEET;

THENCE NORTH 45 DEGREES 03 MINUTES 55 SECONDS WEST, 14.14 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 194.80 FEET;

THENCE NORTH 0 DEGREES 03 MINUTES 55 SECONDS WEST, 50.00 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 18.54 FEET;

THENCE NORTH 44 DEGREES 56 MINUTES 05 SECONDS EAST, 16.97 FEET;

THENCE NORTH 0 DEGREES 03 MINUTES 55 SECONDS WEST, 405.93 FEET;

THENCE NORTH 47 DEGREES 48 MINUTES 45 SECONDS EAST, 311.80 FEET;

THENCE SOUTH 65 DEGREES 10 MINUTES 02 SECONDS EAST, 238.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHEASTERLY 52.36 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 65 DEGREES 10 MINUTES 02 SECONDS EAST, 111.70 FEET;

THENCE NORTH 24 DEGREES 49 MINUTES 58 SECONDS EAST, 225.00 FEET;

THENCE SOUTH 65 DEGREES 10 MINUTES 02 SECONDS EAST, 130.00 FEET;

THENCE NORTH 24 DEGREES 49 MINUTES 58 SECONDS EAST, 17.79 FEET;

THENCE SOUTH 65 DEGREES 10 MINUTES 02 SECONDS EAST, 135.00 FEET;

THENCE SOUTH 73 DEGREES 11 MINUTES 55 SECONDS EAST, 25.83 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 73 DEGREES 11 MINUTES 55 SECONDS EAST A DISTANCE OF 1078.00 FEET;

THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE EAST AND SOUTH LINES OF SAID PARCEL:

THENCE SOUTHWESTERLY 305.88 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16 DEGREES 15 MINUTES 28 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 32 MINUTES 07 SECONDS WEST, 477.41 FEET;

THENCE SOUTH 45 DEGREES 32 MINUTES 02 SECONDS WEST, 70.14 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 58 SECONDS WEST, 345.69 FEET;

THENCE NORTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 155.76 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 58 SECONDS WEST, 195.78 FEET;

THENCE SOUTH 45 DEGREES 32 MINUTES 02 SECONDS WEST, 9.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 16.4049 ACRES, MORE OR LESS.

DEVELOPMENT STANDARDS
(Goodyear Civic Square at Estrella Falls PAD)

Goodyear Planned Regional Center PAD Development Standards for Parcel B	
Building Height	Max: 40-feet
Minimum Perimeter Setback	
Virginia Avenue	15-feet
150th Drive	10-feet
Monte Vista Road	10-feet
Minimum Interior Building Setbacks	
Traditional Detached Homes	Front: 20-feet Front Facing Garage; 15-feet to Living Area or Side Entry Garage; 8-feet Covered Porch
	Side: 5-foot minimum
	Rear: 15-foot minimum
Detached Green Court Homes	Front: 10-foot minimum
	Side: 5-feet to Property Line (0-foot setback allowed when a Use and Benefit Easement provides a minimum of 5-foot functional side yard.)
	Rear: 3-foot minimum at shared drive/alley
Attached Townhomes	Front: 10-foot Minimum to living space; 5-feet to porch. Architectural features allowed to project up to 2-feet into setback.
	Side: 0-feet; Note: at end units, 5-foot minimum setback to living area and 0-feet minimum to porch.
	Rear: 0-feet; Driveway length: 3-foot minimum to 5-foot Maximum to garage or 18-foot minimum driveway to garage.
Open Space	5% of the net lot area

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona One Call Inc. No. 7
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
ARIZONA U.S.A.

Job No.
18-423

FP02

Sheet No.
2
of 6

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LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	3,498	0.0803
2	2,907	0.0667
3	3,677	0.0844
4	3,078	0.0707
5	2,907	0.0667
6	4,096	0.0940
7	3,177	0.0729
8	2,635	0.0605
9	2,635	0.0605
10	3,365	0.0772
11	2,822	0.0648
12	2,635	0.0605
13	3,720	0.0854
14	3,242	0.0744
15	2,635	0.0605
16	3,332	0.0765
17	2,790	0.0640
18	2,635	0.0605
19	2,635	0.0605
20	3,720	0.0854
21	3,177	0.0729
22	2,635	0.0605
23	3,333	0.0765
24	2,790	0.0640
25	2,635	0.0605
26	3,720	0.0854
27	3,178	0.0729
28	2,635	0.0605
29	3,333	0.0765
30	2,790	0.0640
31	2,635	0.0605
32	3,720	0.0854
33	3,177	0.0729
34	2,635	0.0605
35	2,635	0.0605
36	3,365	0.0772
37	2,822	0.0648
38	2,635	0.0605
39	3,720	0.0854
40	3,569	0.0819
41	2,907	0.0667
42	3,677	0.0844
43	3,078	0.0707
44	2,907	0.0667
45	2,907	0.0667
46	4,096	0.0940
47	3,498	0.0803
48	2,907	0.0667
49	3,677	0.0844
50	3,078	0.0707
51	2,907	0.0667
52	4,096	0.0940
53	2,320	0.0532
54	1,499	0.0344
55	1,371	0.0315
56	1,371	0.0315
57	1,499	0.0344
58	2,322	0.0533
59	2,291	0.0526
60	1,499	0.0344
61	1,371	0.0315
62	1,371	0.0315
63	1,499	0.0344
64	2,322	0.0533

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
65	2,322	0.0533
66	1,431	0.0329
67	1,308	0.0300
68	1,430	0.0328
69	2,188	0.0502
70	2,481	0.0570
71	1,499	0.0344
72	1,371	0.0315
73	1,371	0.0315
74	1,499	0.0344
75	2,324	0.0533
76	2,324	0.0533
77	1,499	0.0344
78	1,371	0.0315
79	1,371	0.0315
80	1,499	0.0344
81	2,312	0.0531
82	5,014	0.1151
83	4,787	0.1099
84	4,726	0.1085
85	4,725	0.1085
86	4,723	0.1084
87	4,950	0.1136
88	4,950	0.1136
89	5,428	0.1246
90	5,536	0.1271
91	3,395	0.0779
92	1,892	0.0434
93	1,633	0.0375
94	1,627	0.0373
95	1,779	0.0408
96	2,758	0.0633
97	2,758	0.0633
98	1,779	0.0408
99	1,627	0.0373
100	1,627	0.0373
101	1,779	0.0408
102	2,758	0.0633
103	2,758	0.0633
104	1,779	0.0408
105	1,627	0.0373
106	1,627	0.0373
107	1,829	0.0420
108	3,319	0.0762
109	2,648	0.0608
110	1,779	0.0408
111	1,627	0.0373
112	1,627	0.0373
113	1,627	0.0373
114	1,779	0.0408
115	2,758	0.0633
116	2,758	0.0633
117	1,779	0.0408
118	1,627	0.0373
119	1,627	0.0373
120	1,779	0.0408
121	2,758	0.0633
122	2,758	0.0633
123	1,779	0.0408
124	1,627	0.0373
125	1,627	0.0373
126	1,779	0.0408
127	2,733	0.0627

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	343.62'	1400.00'	14°03'46"	342.76'	N83°18'05"E
C2	348.53'	1400.00'	14°15'50"	347.63'	S83°24'07"W
C3	586.56'	1038.00'	32°22'37"	578.78'	S16°43'37"W
C4	1478.19'	2600.00'	32°34'29"	1458.36'	N73°22'19"W
C5	228.14'	525.00'	24°53'52"	226.35'	S12°23'02"W
C6	217.27'	500.00'	24°53'52"	215.57'	S12°23'02"W
C7	5.16'	394.00'	0°45'01"	5.16'	N84°42'58"W
C8	83.11'	475.00'	10°01'30"	83.00'	S19°49'13"W
C9	52.36'	50.00'	60°00'00"	50.00'	N84°49'58"E
C10	5.32'	406.00'	0°45'02"	5.32'	N84°42'59"W
C11	9.45'	6.00'	90°11'33"	8.50'	S40°37'37"E
C12	78.54'	50.00'	90°00'00"	70.71'	S44°56'05"W
C13	9.54'	6.00'	91°03'19"	8.56'	S49°59'49"W
C14	78.54'	50.00'	90°00'00"	70.71'	N45°03'55"W
C15	9.42'	6.00'	90°00'00"	8.49'	N39°20'28"W
C16	9.42'	6.00'	90°00'00"	8.49'	N50°39'32"E
C17	18.98'	6.00'	181°14'52"	12.00'	S04°54'03"W
C18	18.85'	6.00'	180°00'00"	12.00'	N05°39'32"E
C19	18.85'	6.00'	180°00'00"	12.00'	N89°56'05"E
C20	15.71'	10.00'	90°00'00"	14.14'	N44°56'05"E
C21	31.42'	20.00'	90°00'00"	28.28'	S45°03'55"E
C22	15.71'	10.00'	90°00'00"	14.14'	N44°56'05"E
C23	15.71'	10.00'	90°00'00"	14.14'	S45°03'55"E
C24	31.42'	20.00'	90°00'00"	28.28'	N44°56'05"E
C25	72.26'	46.00'	90°00'00"	65.05'	N44°56'05"E
C26	18.85'	6.00'	180°00'00"	12.00'	S89°56'06"W
C27	72.26'	46.00'	90°00'00"	65.05'	N44°56'05"E
C28	31.42'	20.00'	90°00'00"	28.28'	N45°03'55"W
C29	72.26'	46.00'	90°00'00"	65.05'	N45°03'55"W
C30	22.70'	475.00'	2°44'18"	22.70'	S01°18'14"W
C31	85.98'	660.00'	7°27'51"	85.92'	S21°01'22"W
C32	52.41'	200.00'	15°00'56"	52.26'	S89°00'25"E
C33	89.71'	430.00'	11°57'14"	89.55'	S89°40'55"W
C34	14.38'	230.00'	3°34'54"	14.38'	N85°16'34"E
C35	78.61'	370.00'	12°10'25"	78.47'	S89°34'19"W
C36	84.99'	400.00'	12°10'25"	84.83'	S89°34'19"W

TRACT USE TABLE					
TRACT	USE	AREA (SF)	AREA (AC)	OWNER	PARTY RESPONSIBLE FOR MAINTENANCE
A	LANDSCAPE, OPEN SPACE, WATER & SEWER EASEMENT & PUE	2,786	0.0640	HOA	HOA
AA	LANDSCAPE, OPEN SPACE, DRAINAGE, PRIVATE PARKING, PRIVATE SIDEWALK, SLE, PUE & SWE	96,092	2.2060	HOA	HOA
B	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	6,310	0.1449	HOA	HOA
BB	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	30,252	0.6945	HOA	HOA
C	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	2,772	0.0636	HOA	HOA
CC	MEDIAN, DRAINAGE & LANDSCAPING, WATER	593	0.0136	COG	HOA
D	PRIVATE STREET, PUE, WATER AND SEWER EASEMENT & EMERGENCY VEHICLE ACCESS, & SWE	2,772	0.0636	HOA	HOA
DD	MEDIAN & LANDSCAPING, WATER	591	0.0136	COG	HOA
E	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	2,772	0.0636	HOA	HOA
EE	PUBLIC STREET	148,366	3.4060	COG	COG
F	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	2,772	0.0636	HOA	HOA
G	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	6,310	0.1449	HOA	HOA
H	LANDSCAPE, OPEN SPACE & PUE	10,612	0.2436	HOA	HOA
I	LANDSCAPE, OPEN SPACE, PUE & SWE	620	0.0142	HOA	HOA
J	LANDSCAPE, OPEN SPACE, PRIVATE SIDEWALK, DE, PUE & SWE	1,240	0.0285	HOA	HOA
K	LANDSCAPE, OPEN SPACE, PUE & SWE	620	0.0142	HOA	HOA
L	LANDSCAPE, OPEN SPACE, PUE & SWE	18,542	0.4257	HOA	HOA
M	LANDSCAPE, OPEN SPACE, PUE & SWE	620	0.0142	HOA	HOA
N	LANDSCAPE, OPEN SPACE, PRIVATE SIDEWALK, DE, PUE & SWE	1,240	0.0285	HOA	HOA
O	LANDSCAPE, OPEN SPACE, PUE & SWE	620	0.0142	HOA	HOA
P	LANDSCAPE, OPEN SPACE, PRIVATE SIDEWALK, DE, PUE & SWE	1,240	0.0285	HOA	HOA
Q	LANDSCAPE, OPEN SPACE, PUE & SWE	620	0.0142	HOA	HOA
R	LANDSCAPE, OPEN SPACE, PUE & SWE	302	0.0069	HOA	HOA
S	LANDSCAPE, OPEN SPACE, PUE & SWE	267	0.0061	HOA	HOA
T	LANDSCAPE, OPEN SPACE, PUE & SWE	302	0.0069	HOA	HOA
U	LANDSCAPE, OPEN SPACE, PUE & SWE	302	0.0069	HOA	HOA
V	LANDSCAPE, OPEN SPACE & PUE	1,362	0.0313	HOA	HOA
W	LANDSCAPE, OPEN SPACE, PUE & SWE	620	0.0142	HOA	HOA
X	LANDSCAPE, OPEN SPACE, PRIVATE SIDEWALK, DE, PUE & SWE	1,241	0.0285	HOA	HOA
Y	LANDSCAPE, OPEN SPACE, PUE & SWE	509	0.0117	HOA	HOA
Z	LANDSCAPE, OPEN SPACE, DRAINAGE, SEWER EASEMENT, WLE, PUE & SWE	36,322	0.8338	HOA	HOA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°56'05"W	44.25'
L2	S89°56'05"W	61.00'
L3	N40°24'17"W	28.80'
L4	S51°43'21"W	28.80'
L5	N49°26'16"W	13.76'
L6	N89°56'05"E	6.43'
L7	N45°32'02"E	36.65'
L8	S45°39'51"E	24.00'
L9	N44°45'56"W	9.86'
L10	N89°56'05"E	5.24'
L11	S00°03'55"E	26.00'
L12	N89°56'05"E	3.62'
L13	N00°03'55"W	62.91'
L14	N00°03'55"W	57.48'
L15	N00°03'55"W	62.91'
L16	S00°03'55"E	62.91'
L17	N00°03'55"W	64.25'
L18	N26°02'27"W	28.97'
L19	N26°02'27"W	22.71'
L20	S52°28'30"W	11.94'
L21	N40°34'37"W	7.69'
L22	N89°56'05"E	48.00'
L23	N89°56'05"E	34.00'
L24	N89°56'05"E	36.42'
L25	N89°56'05"E	43.42'
L26	N89°56'05"E	34.00'

LINE TABLE		
LINE	BEARING	LENGTH
L27	N89°56'05"E	34.00'
L28	N89°56'05"E	41.00'
L29	N89°56'05"E	48.00'
L30	N89°56'05"E	34.00'
L31	N89°56'05"E	36.00'
L32	N89°56'05"E	43.00'
L33	N89°56'05"E	34.00'
L34	N89°56'05"E	41.00'
L35	N89°56'05"E	6.70'
L36	N00°03'55"W	11.14'
L37	S89°27'58"E	47.15'
L38	N00°03'55"W	40.00'
L39	S00°03'55"E	40.00'
L40	S84°20'28"E	109.00'
L41	N84°20'28"W	34.50'
L42	S84°20'28"E	34.50'
L43	N84°20'28"W	40.50'
L44	N45°03'55"W	28.28'
L45	N44°56'05"E	28.28'
L46	S45°03'55"E	16.97'
L47	N44°56'05"E	16.97'
L48	N45°03'55"W	16.97'
L49	N44°56'05"E	16.97'
L50	S45°03'55"E	16.97'
L51	N44°56'05"E	16.97'
L52	N20°10'02"W	2.83'

LEGEND

COG	CITY OF GOODYEAR
PDE	PRIVATE DRAINAGE EASEMENT
HOA	CIVIC SQUARE COMMUNITY ASSOCIATION
PUE	PUBLIC UTILITIES EASEMENT
SLE	SEWER LINE EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210226516 03/01/2021 11:05
BOOK 1576 PAGE 6
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH1-6-1-1-M-
garibayf

1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811 (Arizona Blue Stake, Inc.)
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
Renewal 31/2022
ARIZONA U.S.A.

Job No.
18-423

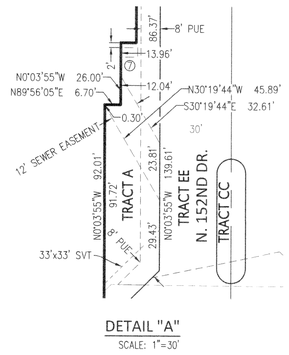
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Sheet No.
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of 6

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210226516 03/01/2021 11:05
BOOK 1576 PAGE 6
ELECTRONIC RECORDING

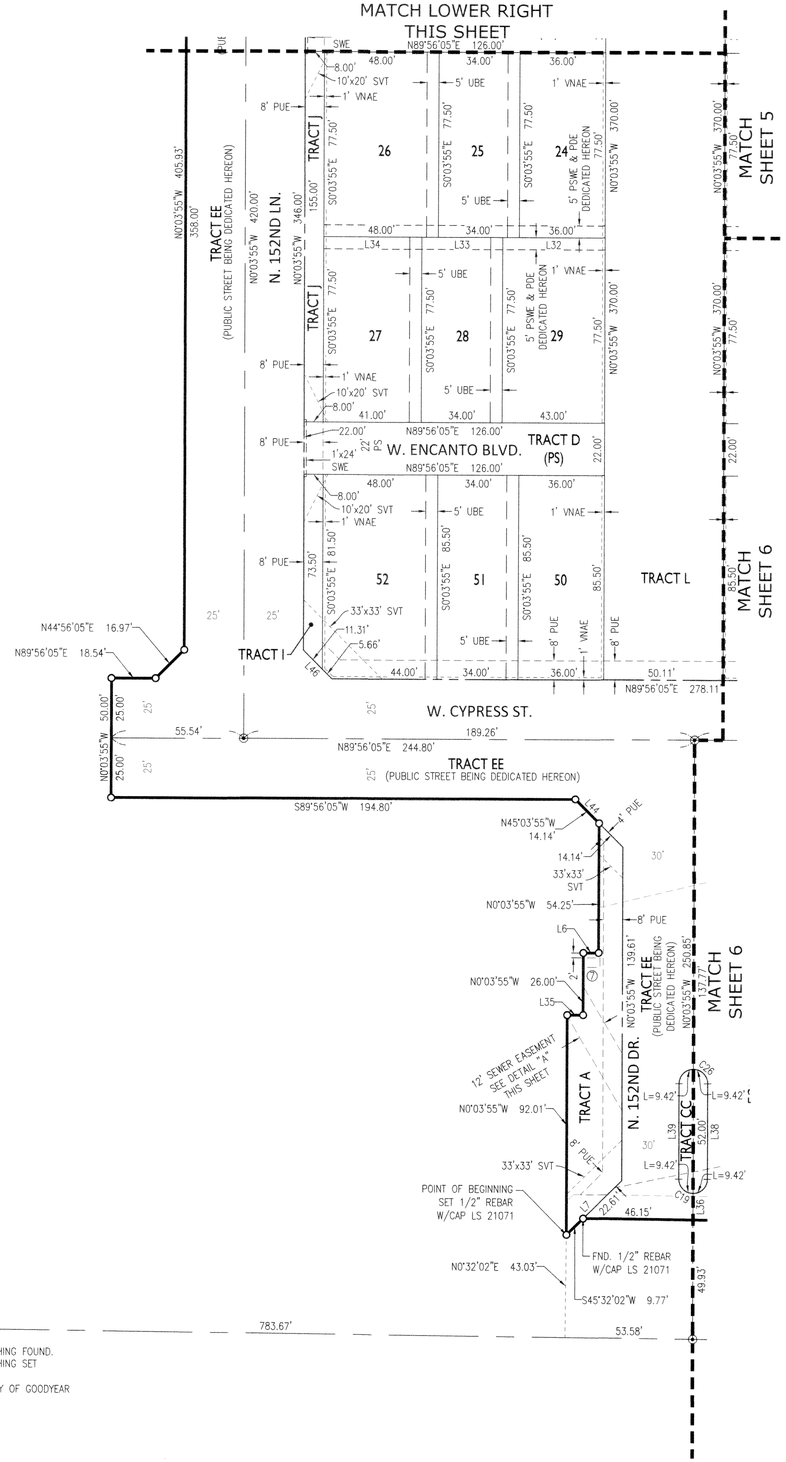
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garibayf

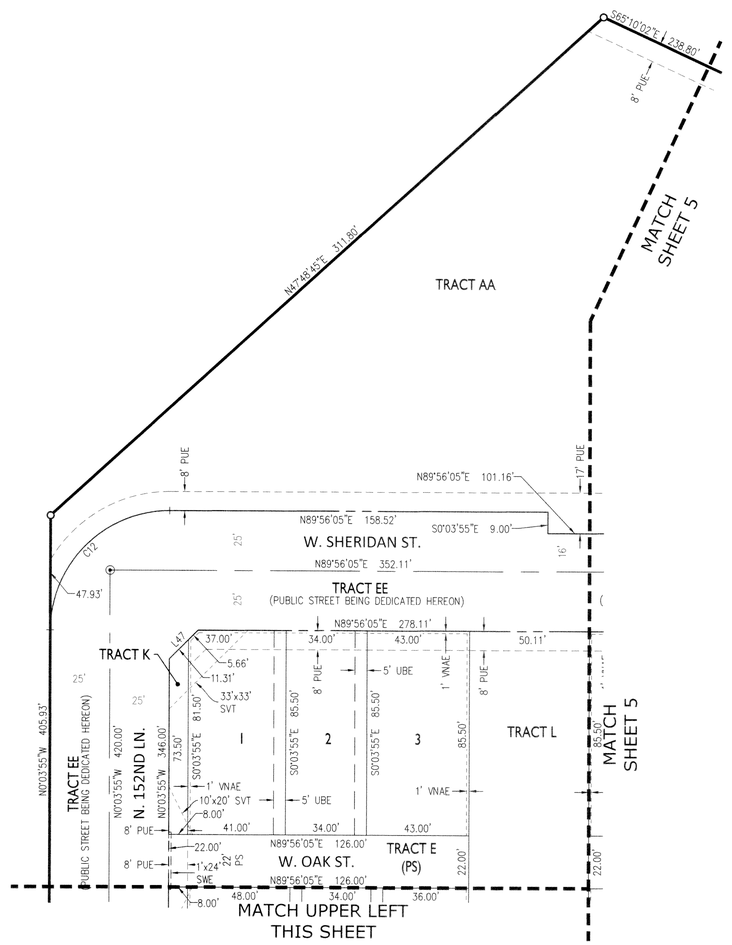


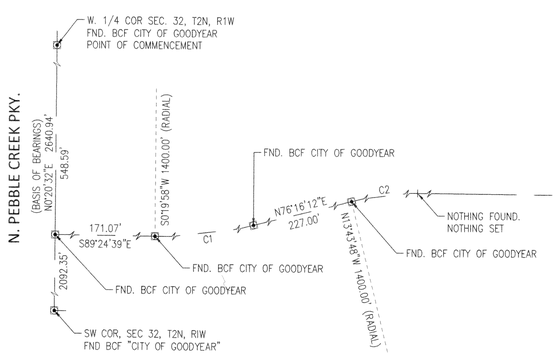
DETAIL "A"
SCALE: 1"=30'

LEGEND

⊡	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
WSE	WATER SERVICE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PSWE	PRIVATE SIDEWALK EASEMENT
UBE	USE & BENEFIT EASEMENT
WLE	WATER LINE EASEMENT
SWE	SIDEWALK EASEMENT
SLE	SEWER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
	PLAT BOUNDARY
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE
②	2'X2' WATER SERVICE EASEMENT
③	3'X2' WATER SERVICE EASEMENT
④	4'X4' WATER LINE EASEMENT
⑦	7'X4' WATER LINE EASEMENT







EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
Date Signed: 11/19/20
ARIZONA U.S.A.

Job No.
18-423

FP04

Sheet No.
4
of 6

NORTH
30 0 30 60
scale feet

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210226516 03/01/2021 11:05
BOOK 1576 PAGE 6
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH1-6-1-1-M-garibayf

LEGEND

⊡	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
WSE	WATER SERVICE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PSWE	PRIVATE SIDEWALK EASEMENT
UBE	USE & BENEFIT EASEMENT
WLE	WATER LINE EASEMENT
SWE	SIDEWALK EASEMENT
SLE	SEWER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
	PLAT BOUNDARY
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
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	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE
②	2"X2" WATER SERVICE EASEMENT
③	3"X2" WATER SERVICE EASEMENT
④	4"X4" WATER LINE EASEMENT
⑦	7"X4" WATER LINE EASEMENT

MATCH SHEET 4

S65°10'02"E 238.80'

S24°49'58"W 50.00' (RADIAL)

8' PUE

C9

111.70'

S65°10'02"E 226.97'

12' SEWER EASEMENT

TRACT AA

115.27'

1' VNAE

L=45.56'

C5

L=124.12'

8' PUE

12' SEWER EASEMENT

5' PSWE DEDICATED HEREON

N89°56'05"E 270.83'

TRACT AA

TRACT G (PS)

W. OAK ST.

N89°56'05"E 286.84'

TRACT P

TRACT N

TRACT O

TRACT F (PS)

W. OAK ST.

N89°56'05"E 126.00'

N89°56'05"E 278.11'

TRACT EE
(PUBLIC STREET BEING DEDICATED HEREON)

W. SHERIDAN ST.

N89°56'05"E 352.11'

N89°56'05"E 101.16'

N0°03'55"W 9.00'

N89°56'05"E 42.43'

C14

16'

25'

17' PUE

8' PUE

MATCH SHEET 4

MATCH SHEET 6

N. 152ND AVE.

N. 151ST AVE.

N. 150TH LN.

TRACT BB (PS)

TRACT EE
(PUBLIC STREET BEING DEDICATED HEREON)

TRACT X

TRACT Z

TRACT H

TRACT Y

TRACT BB (PS)

W. OAK ST.

TRACT DD

W. SHERIDAN ST.

TRACT EE
(PUBLIC STREET BEING DEDICATED HEREON)

TRACT EE
(PUBLIC STREET BEING DEDICATED HEREON)

N. 151ST AVE.

TRACT EE
(PUBLIC STREET BEING DEDICATED HEREON)

N. 150TH DR.

W VIRGINIA AVE.

FND. BCF LS 27239
CITY OF GOODYEAR

C4

N57°04'47"W 125.00'

S33°11'38"W 158.88'

L=291.93'

C3

S73°11'55"E 25.83'

S73°11'55"E 40.00'

N73°11'55"W 1078.00' (RADIAL)

L=305.88',
R=1078.00'
D=016°15'28"

L=201.86'

L=159.64'

L=92.76'

L=46.24'

L=50.00'

L=75.00'

40' R/W
BK. 956 OF MAPS,
PG. 21, MCR

10' PUE
BK. 956 OF MAPS,
PG. 21, MCR

FND. 1/2" REBAR
W/CAP LS 27239

FND. BCF LS 27239
CITY OF GOODYEAR

APN: 501-71-983
DEED: 2008-0625124, MCR
Gglobe land investors
ZONING: PAD
NOT A PART

UPON THE RECORDATION OF THIS FINAL PLAT, THE SIDEWALK EASEMENT DEDICATED IN THE MAP OF DEDICATION RECORDED IN THE OFFICIAL RECORDS AT BOOK 956 OF MAPS, PAGE 21 IS TERMINATED SOLELY AS TO THE AREA IDENTIFIED IN THIS PLAT.

DRAINAGE EASEMENT SHALL TERMINATE UPON THE FULFILLMENT OF THE REQUIREMENTS SET FORTH IN THE MAP OF DEDICATION FOR McDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, AS RECORDED IN BOOK 956 OF MAPS, PAGE 21, M.C.R.

NORTH

0 30 60
scale feet

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w.w.w.epsgroupinc.com

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
Date signed 11/19/2020
ARIZONA U.S.A.

Job No.
18-423

FP05

Sheet No.
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of 6

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210226516 03/01/2021 11:05
BOOK 1576 PAGE 6
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH1-6-1-1-M-
garibayf

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

GOODYEAR CIVIC SQUARE PARCEL B - PHASE I

GOODYEAR, ARIZONA

FINAL PLAT

MATCH SHEET 5

MATCH SHEET 4

W. ENCANTO BLVD.

W. CYPRESS ST.

W. ALVARADO DR.

W. MONTE VISTA RD.

N. 152ND AVE.

N. 151ST AVE.

N. 150TH DR.

N. 150TH LN.

N. 151ST LN.

TRACT C (PS)

TRACT B (PS)

TRACT BB (PS)

TRACT M

TRACT Q

TRACT W

TRACT N

TRACT EE (PUBLIC STREET BEING DEDICATED HEREON)

TRACT P

TRACT X

TRACT Z

TRACT R

TRACT S

TRACT T

TRACT U

TRACT V

TRACT Z1

TRACT CC

30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127

UPON THE RECORDATION OF THIS FINAL PLAT, THE SIDEWALK EASEMENT DEDICATED IN THE MAP OF DEDICATION RECORDED IN THE OFFICIAL RECORDS AT BOOK 956 OF MAPS, PAGE 21 IS TERMINATED SOLELY AS TO THE AREA IDENTIFIED IN THIS PLAT.

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20' IRRIGATION EASEMENT DOC. 2010-0362512, MCR

APN: 501-69-016L
DEED: 1999-1168189A, MCR
GLOBE LAND INVESTORS
ZONING: PAD
NOT A PART

APN: 501-71-983
DEED: 2008-0625124, MCR
GLOBE LAND INVESTORS
ZONING: PAD
NOT A PART

FND. 1/2" REBAR W/CAP LS 21071

FND. 1/2" REBAR W/CAP LS 27239

FND. BCF LS 27239 CITY OF GOODYEAR

LEGEND

◙	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
WSE	WATER SERVICE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
PSWE	PRIVATE SIDEWALK EASEMENT
UBE	USE & BENEFIT EASEMENT
WLE	WATER LINE EASEMENT
SWE	SIDEWALK EASEMENT
SLE	SEWER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
	PLAT BOUNDARY
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	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE
②	2'X2' WATER SERVICE EASEMENT
③	3'X2' WATER SERVICE EASEMENT
④	4'X4' WATER LINE EASEMENT
⑦	7'X4' WATER LINE EASEMENT

NORTH

30 0 30 60
scale feet

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I

Revisions:

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F. KENNEDY
Date Signed 1/29/21

Job No.
18-423

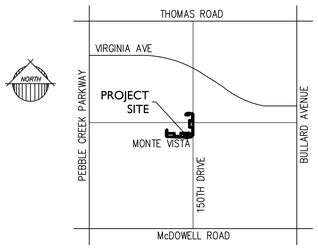
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Sheet No.
6
of 6

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Final Re-Plat of
Goodyear Civic Square Parcel B - Phase 1
Lots 97-102, 109-115, 122-127 & Tract Z

BEING A RE-PLAT OF LOTS 97-102, 109-115, 122-127 & TRACT Z
OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE I,
AS RECORDED THEREOF IN BOOK 1576 OF MAPS, PAGE 6,
RECORDS OF MARICOPA COUNTY, ARIZONA
LOCATED A PORTION OF THE WEST HALF OF SECTION 32,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

SEC. 32
T.2 N., R.1 W.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOTS 97-102, 109-115, 122-127 OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE I, AS RECORDED IN BOOK 1576 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA AND CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER OF TRACT Z OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE I, AS RECORDED IN BOOK 1576 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA HAVE SUBDIVIDED UNDER THE NAME OF "GOODYEAR CIVIC SQUARE PARCEL B - PHASE 1 LOTS 97-102, 109-115, 122-127 & TRACT Z", BEING A RE-PLAT OF LOTS 97-102, 109-115, 122-127 & TRACT Z OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE I, AS RECORDED THEREOF IN BOOK 1576 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED A PORTION OF THE WEST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER 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, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF: CIVIC SQUARE BUILD TO RENT, 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 OFFICER THEREUNTO DULY AUTHORIZED THIS ____ _____ DAY OF _____, 2022.

BY: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

BY: _____

ITS: _____

IN WITNESS WHEREOF: CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2022.

BY: CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION, AS OWNER

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

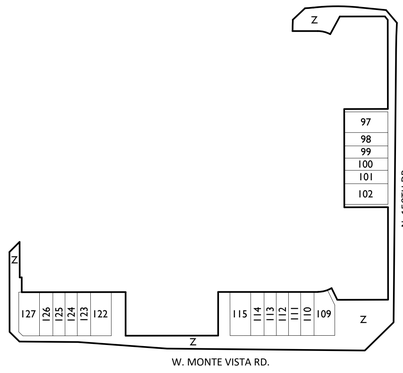
STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:



SHEET INDEX
N.T.S.

OWNERS:

CIVIC SQUARE BUILD TO RENT, LLC, A
DELAWARE LIMITED LIABILITY COMPANY
(LOTS 97-102, 109-115 & 122-127)
4900 N. SCOTTSDALE ROAD, SUITE 4900
SCOTTSDALE, AZ 85251
TEL: (480)-922-5965
CONTACT: BRANDEN LOMBARDI

CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA
NON-PROFIT CORPORATION, ON BEHALF OF THE
NON-PROFIT CORPORATION
(TRACT Z)
4900 N. SCOTTSDALE ROAD, SUITE 4900
SCOTTSDALE, AZ 85251
TEL: (480)-922-5965
CONTACT: RAMON GONZALEZ

UTILITIES

WATER	LIBERTY UTILITIES
SEWER	LIBERTY UTILITIES
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK /COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURYLINK / COX

SHEET INDEX

SHEET 1: COVER SHEET
SHEET 2: LEGAL DESCRIPTION, NOTES, DETAILS, LOT AREA TABLE & TRACT TABLE
SHEET 3: PLAN SHEET

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	PAD (PLANNED AREA DEVELOPMENT)
YIELD 19 LOTS	0.9169 AC.
OPEN SPACE	0.8004 AC.
PRIVATE STREET	0 AC.
PUBLIC STREET	0 AC.
TOTAL	1.7171 AC.

CERTIFICATE OF ASSURED WATER

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

CERTIFICATE NO. 27-701116.0000 DATED AUGUST 17, 2020

_____
LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. DATE

BASIS OF BEARINGS

ALONG PEBBLE CREEK PARKWAY, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER, OF SEC 32, T2N, R1W, AS MEASURED AND AS SHOWN ON PLAT OF RECORD, RECORDED IN BOOK 956, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA. THE BEARING OF WHICH IS: **NORTH 00 DEGREES 20 MINUTES 32 SECONDS EAST**

ENGINEER:

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD,
SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL "OX" AUXIER, P.E.

DEVELOPER:

BB LIVING RESIDENTIAL
7001 N. SCOTTSDALE ROAD,
SUITE 2055
SCOTTSDALE, AZ 85253-4416
TEL: (480)-922-5965
CONTACT: BRANDEN LOMBARDI

CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N.. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY _____
MAYOR: GEORGIA LORD

BY: _____
CITY CLERK: DAROIE MCCRACKEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
CITY ENGINEER: SUMEET MOHAN

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I LOTS 97-102, 109-115, 122-127 & TRACT Z
GOODYEAR, ARIZONA

FINAL RE-PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 2-15-22

Job No.
18-423

FP01

Sheet No.
1
of 3

\protonentis Feb 15, 2022 10:33am S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 1 Replat\18-423 - Final Plat - Phase 1 Replat.dwg

GENERAL NOTES

A. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

B. NO STRUCTURE 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

C. 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 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 WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR 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 AREA 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 PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY AND THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL EXECUTE AND PROVIDE TO THE CITY A STORM WATER MAINTENANCE AGREEMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.

H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER-FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE 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 OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

I. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

J. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LARGER POWER LINES.

K. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

L. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

M. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION, WITH THE FOLLOWING EXCEPTIONS: NONE.

N. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

O. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

P. ALL TRACT LANDSCAPE AND OPEN SPACE IMPROVEMENTS SHALL BE COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR A DWELLING UNIT WITHIN THE SUBDIVISION.

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)	OWNER	PARTY RESPONSIBLE FOR MAINTENANCE
Z	LANDSCAPE, OPEN SPACE, DRAINAGE, SEWER EASEMENT, WLE, PUE, SVT & SWE	34,863	0.8004	HOA	HOA

LEGEND

HOA	CIVIC SQUARE COMMUNITY ASSOCIATION
PUE	PUBLIC UTILITIES EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE

LEGAL DESCRIPTION

THAT PORTION OF LOT(S) 97 THROUGH 102, 109 THROUGH 115, 122 THROUGH 127, INCLUSIVE, AND A PORTION OF TRACT Z, OF GOODYEAR CIVIC SQUARE PARCEL B – PHASE 1, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1576 OF MAPS, PAGE 6, LOCATED IN SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°20'32" WEST, A DISTANCE OF 2640.94 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 548.59 FEET TO A CITY OF GOODYEAR BRASS CAP IN HAND HOLE AT THE CENTERLINE OF W. MONTE VISTA DRIVE AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID WEST LINE, AND EASTERLY ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS EAST, 171.07 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 19 MINUTES 58 SECONDS EAST A DISTANCE OF 1400.00 FEET;

THENCE NORTHEASTERLY 343.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 03 MINUTES 46 SECONDS TO A CITY OF GOODYEAR BRASS CAP FLUSH;

THENCE NORTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 227.00 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1400.00 FEET;

THENCE NORTHEASTERLY 348.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 15 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 27 MINUTES 58 SECONDS EAST, 866.56 FEET;

THENCE NORTH 00 DEGREES 32 MINUTES 02 SECONDS EAST, 66.54 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL DESCRIBED IN DOCUMENT NO. 1999-1168189A, MARICOPA COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST, 139.61 FEET;

THENCE NORTH 44 DEGREES 56 MINUTES 05 SECONDS EAST, 25.04 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS EAST, 61.96 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 3.62 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS EAST, 26.00 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 181.43 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS EAST, 76.25 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 161.67 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST, 76.25 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 174.52 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 46.00 FEET;

THENCE NORTHEASTERLY 24.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 57 MINUTES 51 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 26 DEGREES 02 MINUTES 27 SECONDS EAST, 22.71 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 88.64 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST, 161.67 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 76.25 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST, 171.67 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 76.25 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST, 155.82 FEET;

THENCE NORTH 40 DEGREES 34 MINUTES 37 SECONDS WEST, 7.69 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 78.75 FEET;

THENCE SOUTH 28 DEGREES 16 MINUTES 21 SECONDS WEST, 35.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 28 DEGREES 16 MINUTES 21 SECONDS WEST A DISTANCE OF 46.00 FEET;

THENCE NORTHWESTERLY 22.75 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 20 MINUTES 16 SECONDS;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 44.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 89 DEGREES 41 MINUTES 55 SECONDS EAST A DISTANCE OF 475.00 FEET;

THENCE NORTHERLY 19.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2 DEGREES 22 MINUTES 19 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 46 DEGREES 42 MINUTES 44 SECONDS EAST, 29.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, FROM WHICH THE RADIUS POINT BEARS NORTH 2 DEGREES 55 MINUTES 59 SECONDS WEST A DISTANCE OF 230.00 FEET;

THENCE EASTERLY 14.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3 DEGREES 34 MINUTES 54 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 370.00 FEET;

THENCE EASTERLY 78.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 10 MINUTES 25 SECONDS;

THENCE SOUTH 84 DEGREES 20 MINUTES 28 SECONDS EAST, 49.42 FEET;

THENCE SOUTH 40 DEGREES 24 MINUTES 17 SECONDS EAST, 28.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 86 DEGREES 59 MINUTES 56 SECONDS EAST A DISTANCE OF 1078.00 FEET;

THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE EAST AND SOUTH LINES OF SAID PARCEL:

THENCE SOUTHERLY 46.24 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2 DEGREES 27 MINUTES 27 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 00 DEGREES 32 MINUTES 07 SECONDS WEST, 477.41 FEET;

THENCE SOUTH 45 DEGREES 32 MINUTES 02 SECONDS WEST, 70.14 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 58 SECONDS WEST, 345.69 FEET;

THENCE NORTH 85 DEGREES 48 MINUTES 18 SECONDS WEST, 155.76 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 58 SECONDS WEST, 102.48 FEET;

THENCE NORTH 45 DEGREES 39 MINUTES 51 SECONDS WEST, 24.00 FEET TO THE POINT OF BEGINNING.

CURVE TABLE

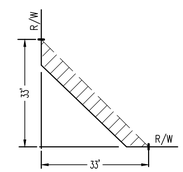
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	343.62'	1400.00'	14°03'46"	342.76'	N83°18'05"E
C2	348.53'	1400.00'	14°15'50"	347.63'	S83°24'07"W
C3	24.86'	46.00'	30°57'51"	24.56'	N74°27'10"E
C4	22.75'	46.00'	28°20'16"	22.52'	N75°53'47"W
C5	19.66'	475.00'	2°22'19"	19.66'	S01°29'14"W
C6	14.38'	230.00'	3°34'54"	14.38'	N85°16'34"E
C7	78.61'	370.00'	12°10'25"	78.47'	S89°34'19"W
C8	46.24'	1078.00'	2°27'27"	46.23'	S01°46'21"W
C9	92.76'	1038.00'	5°07'14"	92.73'	S03°05'55"W
C10	50.00'	1078.00'	2°39'28"	50.00'	S04°19'48"W
C11	84.99'	400.00'	12°10'25"	84.83'	S89°34'19"W
C12	52.41'	200.00'	15°00'56"	52.26'	S89°00'25"E
C13	75.00'	500.00'	8°35'39"	74.93'	S04°13'55"W

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
97	2,860	0.0657
98	1,845	0.0424
99	1,687	0.0387
100	1,687	0.0387
101	1,845	0.0424
102	2,860	0.0657
109	2,750	0.0631
110	1,845	0.0424
111	1,687	0.0387
112	1,687	0.0387
113	1,687	0.0387
114	1,845	0.0424
115	2,860	0.0657
122	2,860	0.0657
123	1,845	0.0424
124	1,687	0.0387
125	1,687	0.0387
126	1,845	0.0424
127	2,860	0.0657

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°24'39"E	171.07'
L2	N76°16'12"E	227.00'
L3	N45°39'51"W	24.00'
L4	N44°56'05"E	25.04'
L5	N89°56'05"E	3.62'
L6	S00°03'55"E	26.00'
L7	N89°56'05"E	5.24'
L8	N26°02'27"W	28.97'
L9	S26°02'27"E	22.71'
L10	N40°34'37"W	7.69'
L11	S28°16'21"W	35.13'
L12	S84°20'28"E	49.42'
L13	S40°24'17"E	28.80'
L14	S84°20'28"E	109.00'



SIGHT VISIBILITY TRIANGLE
NOT TO SCALE

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I LOTS 97-102, 109-115, 122-127 & TRACT Z
GOODYEAR, ARIZONA

FINAL RE-PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 2-15-22

Job No.
18-423

FP02

Sheet No.
2
of 3

tprotonentis Feb 15, 2022 10:33am S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 1 Replat\18-423 – Final Plat – Phase 1 Replat.dwg

LEGEND

◙	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #37495, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SWE	SIDEWALK EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
———	PLAT BOUNDARY
———	CENTER LINE
———	RIGHT-OF-WAY
———	EXISTING RIGHT-OF-WAY
———	SECTION LINE
— — — —	EXISTING EASEMENT LINE
- - - - -	PUBLIC UTILITY EASEMENT
———	PARCEL LINE
- - - - -	VEHICULAR NON-ACCESS EASEMENT LINE
- - - - -	SIGHT VISIBILITY EASEMENT LINE
— — — —	MATCH LINE
②	2'X2' WATER SERVICE EASEMENT
③	3'X2' WATER SERVICE EASEMENT
⑦	7'X4' WATER LINE EASEMENT

GOODYEAR CIVIC SQUARE PARCEL B – PHASE I
BOOK 1576 OF MAPS, PAGE 6, MCR
ZONING: PAD
NOT A PART

TRACT EE
(PUBLIC STREET DEDICATED)
W. SHERIDAN ST.

TRACT DD

TRACT Z

33'x33' SVT

10'x20' SVT

1'x1' SWE

W. OAK ST.
TRACT BB (PS)

TRACT Y

81 80 79 91 92 93 94 95

TRACT EE
(PUBLIC STREET DEDICATED)
N. 151ST AVE.

TRACT BB (PS)
N. 150TH LN.

TRACT Z

N. 150TH DR.

DRAINAGE EASEMENT SHALL TERMINATE UPON THE FULFILLMENT OF THE REQUIREMENTS SET FORTH IN THE MAP OF DEDICATION FOR McDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, AS RECORDED IN BOOK 956 OF MAPS, PAGE 21, M.C.R.

FND. 1/2" REBAR W/CAP LS 27239

FND. BCF LS 27239 CITY OF GOODYEAR

40' R/W BK. 956 OF MAPS, PG. 21, MCR

MATCH UPPER RIGHT THIS SHEET

MATCH LOWER LEFT THIS SHEET

GOODYEAR CIVIC SQUARE PARCEL B – PHASE I
BOOK 1576 OF MAPS, PAGE 6, MCR
ZONING: PAD
NOT A PART

TRACT EE
(PUBLIC STREET DEDICATED)
W. CYPRESS ST.

TRACT R TRACT S TRACT T TRACT U TRACT V

53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 96 97 98 99 100 101 102 103 104 105 106 107 108

TRACT BB (PS)
N. 151ST LN.

TRACT BB (PS)
N. 151ST DR.

TRACT BB (PS)
W. ALVARADO DR.

TRACT Z

TRACT CC

20'X21.33' SEWER EASEMENT
BOOK 1576 OF MAPS, PAGE 6, MCR

20' SEWER EASEMENT

POINT OF BEGINNING

33'x33' SVT

7'X4' WATER LINE EASEMENT
BOOK 1576 OF MAPS, PAGE 6, MCR

127 126 125 124 123 122 121 120 119 118 117 116 115 114 113 112 111 110 109

TRACT EE
(PUBLIC STREET DEDICATED)
N. 152ND DR.

N. PEBBLE CREEK PKY.

W. 1/4 COR SEC. 32, T2N, R1W
FND. BCF CITY OF GOODYEAR
POINT OF COMMENCEMENT

(BASIS OF BEARINGS)
N0°20'32"E 2640.94'

NOTHING FOUND.
NOTHING SET

FND. BCF CITY OF GOODYEAR

SW COR, SEC 32, T2N, RIW
FND BCF "CITY OF GOODYEAR"

N89°56'05"E 499.69'

N89°56'05"E 181.43'

N89°56'05"E 174.52'

N89°56'05"E 161.67'

N89°56'05"E 183.00'

N89°56'05"E 88.64'

S89°27'58"E 102.48'

N85°48'18"W 155.76'

N89°27'58"W 345.69'

S45°32'02"W 70.14'

710.52'
S89°27'58"E 1577.08'
W. MONTE VISTA RD.

49.93' R/W
BK. 956 OF MAPS, PG. 21, MCR

40' R/W
BK. 956 OF MAPS, PG. 21, MCR

10' PUE
BK. 956 OF MAPS, PG. 21, MCR

20' IRRIGATION EASEMENT
DOC. 2010-0362512, MCR

FND. 1/2" REBAR W/CAP LS 21071

FND. 1/2" REBAR W/CAP LS 27239

DRAINAGE EASEMENT SHALL TERMINATE UPON THE FULFILLMENT OF THE REQUIREMENTS SET FORTH IN THE MAP OF DEDICATION FOR McDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, AS RECORDED IN BOOK 956 OF MAPS, PAGE 21, M.C.R.

APN: 501-71-983
DEED: 2008-0625124, MCR
GLOBE LAND INVESTORS
ZONING: PAD
NOT A PART

APN: 501-69-016L
DEED: 1999-1168189A, MCR
GLOBE LAND INVESTORS
ZONING: PAD
NOT A PART

NORTH

scale 30 0 30 60 feet

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE I LOTS 97-102, 109-115, 122-127 & TRACT Z
GOODYEAR, ARIZONA

FINAL RE-PLAT

Revisions:

Call at least two full working days before you begin excavation
ARIZONA 811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON, JR.
Date Signed 2-10-22

Job No.
18-423

FP03

Sheet No.
3
of 3

tprotomentis Feb 15, 2022 10:54am S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 1 Replat\18-423 – Final Plat – Phase 1 Replat.dwg

ITEM #: 14.
DATE: 03/28/2022
AI #:764

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF CIVIC SQUARE PARCEL B – PHASE 2

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):
Daniel Auxier, EPS Group

SUMMARY

A replat of Goodyear Civic Square Parcel B – Phase 2 for Lots 97-102, 108-112, 118-122 and Tract A. The replat will increase the depth of the lots as included in the replat, and reduce the width of Tract A. Parcel B – Phase 2 is located at the northwest corner of North 150th Drive and West Monte Vista Road within the Goodyear Civic Square Planned Area Development.

Recommendation

Approve the Final Plat of Goodyear Civic Square Parcel B – Phase 2 for Lots 97-102, 108-112, 118-122 and Tract A, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

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

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 a part of the Goodyear Civic Square Planned Area Development (PAD). The PAD was approved on July 8, 2019, with City Council adoption of Ordinance No. 2019-1440.

The preliminary plat of Goodyear Civic Square Parcel B was approved by the City Council on December 16, 2019.

The final plats of Goodyear Civic Square Parcel B – Phase 1 and Phase 2 were approved by the City Council on December 7, 2020 (Recorded Book 1575 Page 38). The subject replat is a part of Parcel B – Phase 2.

STAFF ANALYSIS

The replat is intended to increase the depth of the lots as noted on the replat, attached hereto. The increase in depth will be approximately 2.8 feet, with the increase at the front of the lots, which face the public street. The increased depth will permit the end units to have larger, wrap-around porches, which would otherwise not be permitted.

The replat, subject to the stipulations herein, conforms to the lot yield, street configuration and utilities as established with the approved final plat, attached hereto, and is consistent with the technical requirements of the city's subdivision regulations and engineering standards. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

Council Action Report

Aerial Photo

Final Plat of Goodyear Civic Square Parcel B Ph 2

Final Replat of Goodyear Civic Square Parcel B - Phase 2

AGENDA ITEM #:
DATE: 03/28/2022
CAR #:

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF CIVIC SQUARE PARCEL B – PHASE 2

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):
Daniel Auxier, EPS Group

SUMMARY:
A replat of Goodyear Civic Square Parcel B – Phase 2 for Lots 97-102, 108-112, 118-122 and Tract A. The replat will increase the depth of the lots as included in the replat, and reduce the width of Tract A. Parcel B – Phase 2 is located at the northwest corner of North 150th Drive and West Monte Vista Road within the Goodyear Civic Square Planned Area Development.

Recommendation:
Approve the Final Plat of Goodyear Civic Square Parcel B – Phase 2 for Lots 97-102, 108-112, 118-122 and Tract A, subject to the following stipulations:

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;

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 a part of the Goodyear Civic Square Planned Area Development (PAD). The PAD was approved on July 8, 2019, with City Council adoption of Ordinance No. 2019-1440.

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The final plats of Goodyear Civic Square Parcel B – Phase 1 and Phase 2 were approved by the City Council on December 7, 2020 (Recorded Book 1575 Page 38). The subject replat is a part of Parcel B – Phase 2.

STAFF ANALYSIS

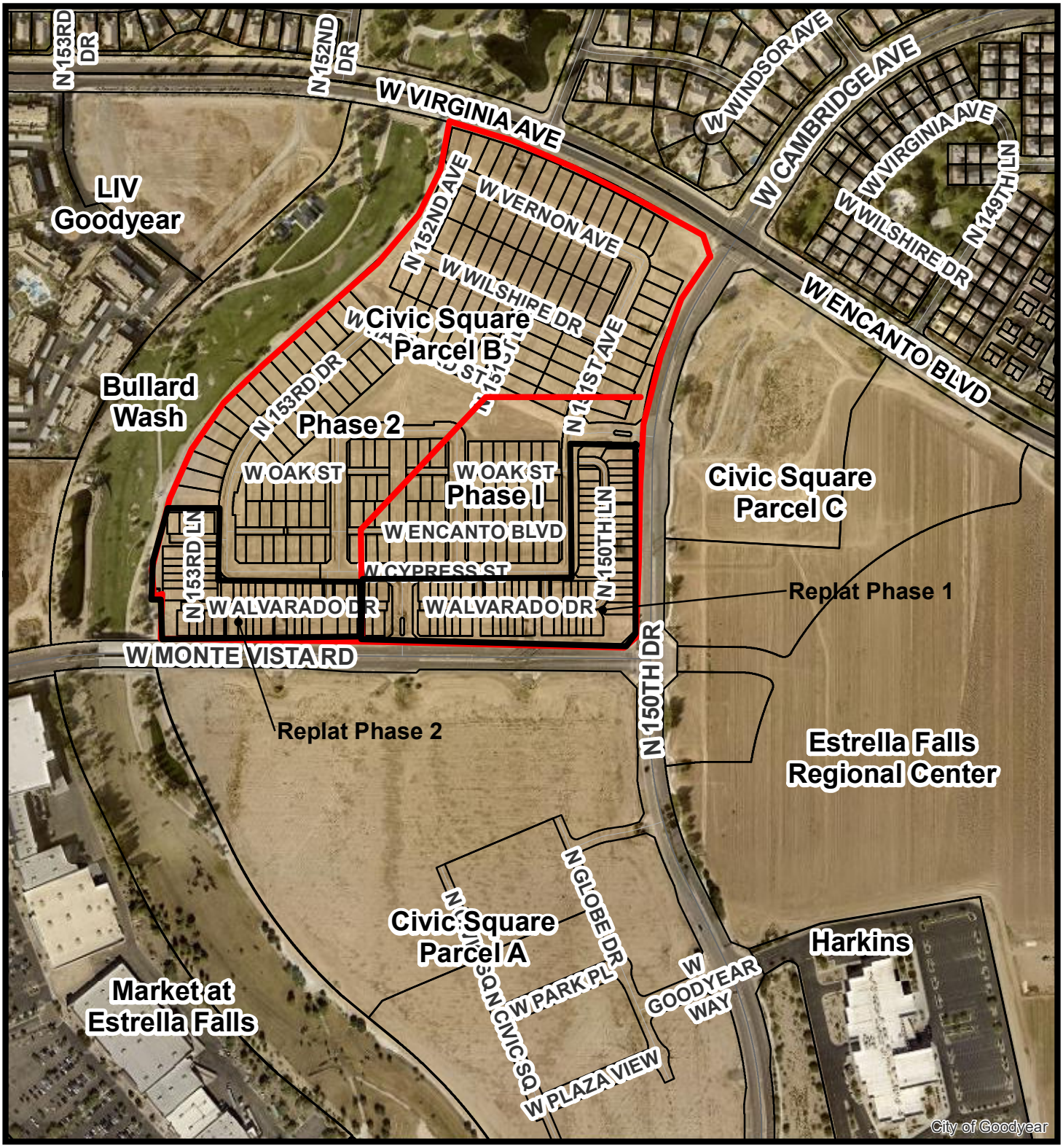
The replat is intended to increase the depth of the lots as noted on the replat, attached hereto. The increase in depth will be approximately 2.8 feet, with the increase at the front of the lots, which face the public street. The increased depth will permit the end units to have larger, wrap-around porches, which would otherwise not be permitted.

The replat, subject to the stipulations herein, conforms to the lot yield, street configuration and utilities as established with the approved final plat, attached hereto, and is consistent with the technical requirements of the city's subdivision regulations and engineering standards. The Final Plat is in substantial conformance with the Preliminary Plat.

ATTACHMENTS

1. Aerial Photo
2. Final Plat of Goodyear Civic Square Parcel B – Phase 2
3. Replat of the Final Plat of Goodyear Civic Square Parcel B – Phase 2

Aerial Photo Exhibit
Goodyear Civic Square Replats
Phases 1 & 2



Drawn By: Steve Careccia
City of Goodyear Development Sevices Department
Date: 3.17.22

N

Final Plat of
Goodyear Civic Square Parcel B - Phase 2

A PORTION OF THE NORTHEAST, NORTHWEST, AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "GOODYEAR CIVIC SQUARE PARCEL B – PHASE 2", A PORTION OF THE NORTHEAST, NORTHWEST, AND SOUTHWEST QUARTERS OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER 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, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER, HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION EXCEPT TRACT U, WHICH IS BEING CONVEYED TO THE CITY OF GOODYEAR HEREIN, AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS AND EASEMENTS HEREIN, CONVEYS TO THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR TRACT U, IN FEE, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES AND WHICH ARE HEREBY DECLARED AS PUBLIC RIGHT-OF-WAY.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES NON-EXCLUSIVE ACCESS EASEMENTS OVER AND ACROSS TRACTS P, Q, R, AND S AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. SUCH NON-EXCLUSIVE ACCESS EASEMENTS ARE FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES, EQUIPMENT, AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES OR OTHER SERVICES ON BEHALF OF THE CITY OF GOODYEAR, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS PLAT.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES USE AND BENEFIT EASEMENTS OVER AND ACROSS ALL AREAS IN LOTS 146, 147, 150, 151, 152, 153, 156, 157, 158, 159, 162, AND 163 IDENTIFIED AS USE BENEFIT EASEMENTS ("UBE") AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE BENEFIT OF THE LOTS ADJACENT TO SUCH EASEMENTS. THE PURPOSES, USES, AND LIMITATIONS OF THE UBES BEING DEDICATED HEREIN ARE AS DESCRIBED ON SHEET 2 OF THIS PLAT.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAER EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES AND FOR PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (VNAE) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "VNAE" AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE PROPERTY.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE SIDEWALK EASEMENTS ON, OVER AND ACROSS THOSE AREAS IN THIS PLAT IDENTIFIED AS SIDEWALK EASEMENTS ("SWE") AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY RESERVES FOR THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION NON-EXCLUSIVE PRIVATE SIDEWALK EASEMENTS (PSWE) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "PSWE" AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PRIVATE SIDEWALK FACILITIES IN, OVER, ABOVE, AND UNDER THE PRIVATE SIDEWALK EASEMENT AREAS AS SHOWN ON THIS PLAT AND FOR PEDESTRIAN TRAVEL.

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

TRACTS A, D, I, K, AND S, ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE INCLUSIVE CONVEYANCE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FROM THE PUBLIC RIGHTS-OF-WAY AS REQUIRED BY THE CITY OF GOODYEAR'S ENGINEERING STANDARDS AND DESIGN POLICIES AND GOODYEAR CITY CODE. DRAINAGE FACILITIES SUCH AS CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS AND EROSION CONTROL FACILITIES DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THIS SUBDIVISION AND FROM PUBLIC RIGHTS-OF-WAY AND TO CONVEY DRAINAGE OFF-SITE PER IMPROVEMENT PLANS APPROVED BY AND ON FILE WITH THE CITY OF GOODYEAR. THESE COVENANTS CAN BE ENFORCED OR REMOVED BY THE CITY OF GOODYEAR, AND THE CITY OF GOODYEAR AND ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OR ATTEMPTED VIOLATIONS OF ANY OF THESE COVENANTS CAN BRING PROCEEDINGS AT LAW OR IN EQUITY TO ENFORCE THESE COVENANTS AND THE PARTY SEEKING TO ENFORCE THESE COVENANTS SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEYS' FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE A COVENANTS RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT OWNER OF ALL OR A PORTION OF TRACTS A, D, I, K, AND S.

CIVIC SQUARE BUILD TO RENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, PRIVATE DRAINAGE EASEMENTS ACROSS TRACTS, LOTS, AND ALL AREAS IN THIS PLAT DESIGNATED AS "DRAINAGE EASEMENTS" ("PDE"). THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ABOVE-GROUND AND BELOW-GROUND PRIVATE DRAINAGE FACILITIES; INCLUDING CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS, RETENTION BASINS, DETENTION BASINS, EROSION CONTROL AREAS, AND DRYWELLS WITHIN SUCH PRIVATE DRAINAGE EASEMENTS.

PRIVATE UTILTY EASEMENTS

PERPETUAL WATER AND SEWER EASEMENTS ("EASEMENTS") AS DESCRIBED IN THE PLAT ARE GRANTED TO LIBERTY UTILITIES AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER AND SEWER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

NEITHER GRANTOR NOR THE OWNERS OF ANY PART OF THE PREMISES SHALL ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE EASEMENTS; HOWEVER, THEY SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENTS IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES IN ACCORDANCE WITH ARIZONA CORPORATION COMMISSION RULES AND REGULATIONS. GRANTEE SHALL NOT BE HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE LIMITS OF THE EASEMENTS DUE TO REPAIR, REPLACEMENT, CONSTRUCTION OR RELOCATION OF THE GRANTEE OWNED WATER AND SEWER LINES.

GRANTEE SHALL HOLD GRANTOR AND OWNERS OF ANY PART OF THE PREMISES HARMLESS FROM DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, WHICH RESULT FROM GRANTEES USE OF EASEMENT TO OPERATE, MAINTAIN, REPAIR, REPLACE AND INSTALL UTILITY OWNED INFRASTRUCTURE. THIS HOLD HARMLESS DOES NOT COVER NEGLIGENT ACTIONS FROM GRANTOR OR OWNERS THAT RESULT IN ANY CLAIM, AS WELL AS GRANTEE IS NOT HELD LIABLE FOR DAMAGE TO STRUCTURES, FENCES, LANDSCAPING, PARKING FACILITIES, DRIVEWAYS OR ANY OTHER PRIVATELY OWNED IMPROVEMENTS ERECTED WITHIN THE EASEMENT. GRANTOR AND GRANTEE AGREE THAT ALL EASEMENTS WILL ALSO BE GOVERNED BY ARIZONA ADMINISTRATIVE CODE R14-2-405C AS AMENDED. GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

IN WITNESS WHEREOF: CIVIC SQUARE BUILD TO RENT, 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 OFFICER THEREUNTO DULY AUTHORIZED THIS 28th DAY OF January, 2021

BY: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

BY: _____

ITS: Senior Vice President

ACKNOWLEDGEMENT FOR DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS 28th DAY OF January, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Darryl Borgo, WHO ACKNOWLEDGED SELF TO BE Senior Vice President OF CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ 1/28/2021
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: July 21, 2022

HANNEKA WHITE
Notary Public, State of Arizona
Maricopa County
Commission Number # 547561
My Commission Expires
July 21, 2022

LENDER'S CONSENT AND SUBORDINATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED TO THE CITY HEREIN AS SHOWN ON THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

WESTERN ALLIANCE BANK, IT'S SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AN ARIZONA CORPORATION

BY: _____
AUTHORIZED REPRESENTATIVE
STEVEN A. STREHLOW, Vice PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF February, 2021, BY Steven A. Strehlow AS Vice President OF WESTERN ALLIANCE BANK, IT'S SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AN ARIZONA CORPORATION, FOR THE PURPOSES CONTAINED HEREIN.

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

BY: _____ 2/5/2021
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: November 5, 2022

VIRGINIA E NELSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
Commission #: 567126
My Comm. Expires November 5, 2022

LIBERTY UTILITIES RATIFICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION AND CONSENT, LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER), CORP., AN ARIZONA CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE DEDICATION OF THE LIBERTY WATER AND SEWER EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.
AN ARIZONA CORPORATION

BY: DAVID HEIGHWAY

NAME: David A Heighway

TITLE: DIRECTOR, ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

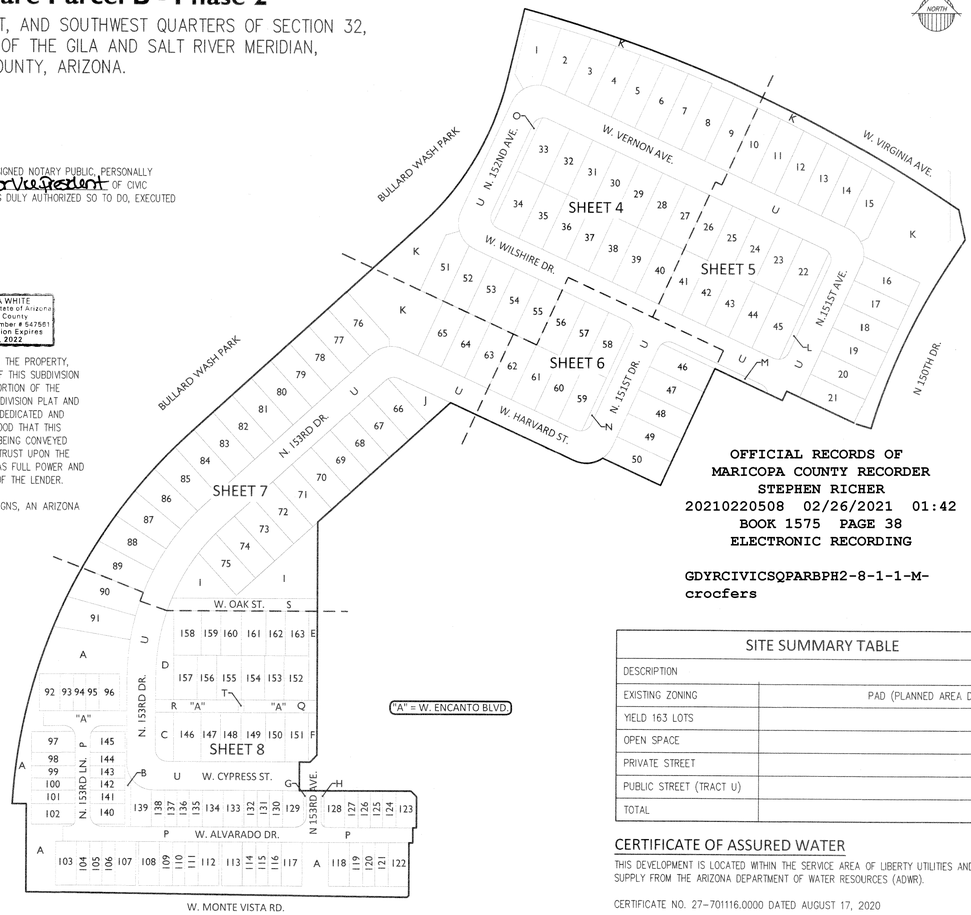
ON THIS 25th DAY OF January, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED David Heighway, WHO ACKNOWLEDGED SELF TO BE Director, Engineering OF LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. AN ARIZONA CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

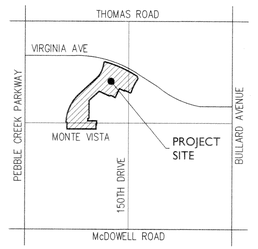
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: Virginia P. Cvarrubias 1/25/2021
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: April 13, 2022

Virginia P. Cvarrubias
Notary Public - Arizona
Maricopa County
My Commission
Expires April 13, 2022





VICINITY MAP

N.T.S.

SEC. 32
T.2 N., R.1 W.

SHEET INDEX

SHEET 1:	COVER SHEET
SHEET 2:	LEGAL DESCRIPTION, NOTES AND DETAILS
SHEET 3:	LOT AREA TABLE, TRACT TABLE, LINE AND CURVE TABLES
SHEET 4-8:	PLAN SHEET

UTILITIES

WATER	LIBERTY UTILITIES
SEWER	LIBERTY UTILITIES
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK /COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURYLINK / COX

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210220508 02/26/2021 01:42
BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	PAD (PLANNED AREA DEVELOPMENT)
YIELD 163 LOTS	14.0532 AC.
OPEN SPACE	3.3820 AC.
PRIVATE STREET	0.8729 AC.
PUBLIC STREET (TRACT U)	4.0433 AC.
TOTAL	22.3514 AC.

CERTIFICATE OF ASSURED WATER

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

CERTIFICATE NO. 27-701116.0000 DATED AUGUST 17, 2020

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. DATE

BASIS OF BEARINGS

ALONG PEBBLE CREEK PARKWAY, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER, OF SEC 32, T2N, R1W, AS MEASURED AND AS SHOWN ON PLAT OF RECORD, RECORDED IN BOOK 956, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA. THE BEARING OF WHICH IS: **NORTH 00 DEGREES 20 MINUTES 32 SECONDS EAST**

COMMUNITY ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
BY THIS RATIFICATION AND CONSENT, CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION: (I) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE EASEMENTS DEDICATED TO CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION REFLECTED HEREIN; (II) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) AND HEREBY ACCEPTS OWNERSHIP OF TRACTS A THROUGH T, INCLUSIVE, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS GRANTED HEREIN, THAT ARE CONVEYED TO CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AS PROVIDED HEREIN.

IN WITNESS WHEREOF, Ramon Gonzalez HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 28th DAY OF January, 2021

CIVIC SQUARE COMMUNITY ASSOCIATION,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: President

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF January, 2021 BY Ramon Gonzalez, THE President OF CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION.

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

BY: _____ 1/28/2021
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: July 21, 2022

HANNEKA WHITE
Notary Public, State of Arizona
Maricopa County
Commission Number # 547561
My Commission Expires
July 21, 2022

SHEET INDEX

N.T.S.

OWNER:

CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
7001 N. SCOTTSDALE ROAD,
SUITE 2055
SCOTTSDALE, AZ 85253-4416
TEL: (480)-922-5965
CONTACT: BRANDEN LOMBARDI

ENGINEER:

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD,
SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL "OX" AUXIER, P.E.

DEVELOPER:

BB LIVING RESIDENTIAL
7001 N. SCOTTSDALE ROAD,
SUITE 2055
SCOTTSDALE, AZ 85253-4416
TEL: (480)-922-5965
CONTACT: BRANDEN LOMBARDI

CERTIFICATION

I, MARY F. KENNEDY HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2020; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
MARY F. KENNEDY, R.L.S. 21071
EPS GROUP, INC.
1130 N.. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS 7th DAY OF DECEMBER, 2020

BY: _____
MAYOR: GEORGIA LORD

BY: _____
CITY CLERK: DARCIE MCCRACKEN

CITY OF GOODYEAR, ARIZONA
INCORPORATED 1946

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS 24th DAY OF February, 2021.

BY: _____
FOR CITY ENGINEER: SUMEET MOHAN

1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F. KENNEDY
Date Signed 1/15/2021

Job No.
18-423

FP01

Sheet No.
1
of 8

tprotonentis Nov 25, 2020 1:58pm S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 2\18-423 - Final Plat - Phase 2.dwg

DEVELOPMENT STANDARDS
(Goodyear Civic Square at Estrella Falls PAD)

Goodyear Planned Regional Center PAD Development Standards for Parcel B	
Building Height	Max: 40-feet
Minimum Perimeter Setback	
Virginia Avenue	15-feet
150th Drive	10-feet
Monte Vista Road	10-feet
Minimum Interior Building Setbacks	
Traditional Detached Homes	Front: 20-feet Front Facing Garage; 15-feet to Living Area or Side Entry Garage; 8-feet Covered Porch
	Side: 5-foot minimum
	Rear: 15-foot minimum
Detached Green Court Homes	Front: 10-foot minimum
	Side: 5-feet to Property Line (0-foot setback allowed when a Use and Benefit Easement provides a minimum of 5-foot functional side yard.)
	Rear: 3-foot minimum at shared drive/alley
Attached Townhomes	Front: 10-foot Minimum to living space; 5-feet to porch. Architectural features allowed to project up to 2-feet into setback.
	Side: 0-feet; Note: at end units, 5-foot minimum setback to living area and 0-feet minimum to porch.
	Rear: 0-feet; Driveway length: 3-foot minimum to 5-foot Maximum to garage or 18-foot minimum driveway to garage.
Open Space	5% of the net lot area

GENERAL NOTES

A. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

B. NO STRUCTURE 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

C. 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 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 WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR 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 AREA 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 PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY AND THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL EXECUTE AND PROVIDE TO THE CITY A STORM WATER MAINTENANCE AGREEMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.

H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER-FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE 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 OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

I. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

J. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LARGER POWER LINES.

K. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

L. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

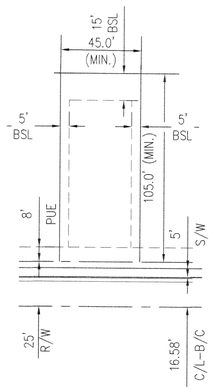
M. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION, WITH THE FOLLOWING EXCEPTIONS: NONE.

N. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

O. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

P. ALL TRACT LANDSCAPE AND OPEN SPACE IMPROVEMENTS SHALL BE COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR A DWELLING UNIT WITHIN THE SUBDIVISION.

NOTE:
THE FRONT BSL WILL BE PER THE DEVELOPMENT STANDARDS TABLE AS NOTED ON THIS SHEET.

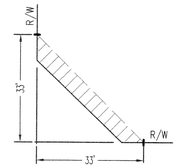


TYPICAL LOT DIAGRAM TRADITIONAL
N.T.S.

NOTE:
SETBACKS FOR EACH HOUSING TYPE AS ESTABLISHED IN THE GOODYEAR CIVIC SQUARE PAD.

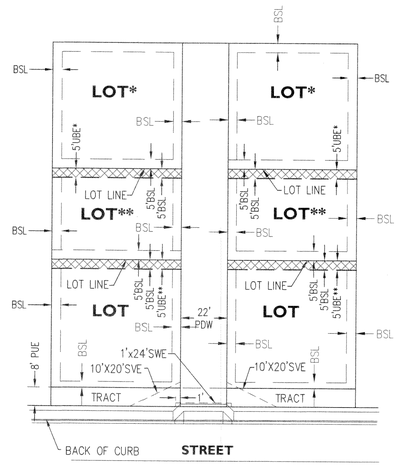
LEGEND FOR DETAIL

PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
B/C	BACK OF CURB
S/W	SIDEWALK
MIN.	MINIMUM
BSL	BUILDING SETBACK LINE



SIGHT VISIBILITY TRIANGLE
NOT TO SCALE

NOTE:
THE FRONT BSL WILL BE PER THE DEVELOPMENT STANDARDS TABLE AS NOTED ON THIS SHEET.



TYPICAL CLUSTER LOT DETAILS
AND USE AND BENEFIT EASEMENT
NOT TO SCALE

UBE* BENEFITS LOT* (TYPICAL) – 5' UBE
UBE** BENEFITS LOT** (TYPICAL) – 5' UBE

LEGEND FOR DETAIL

BSL	BUILDING SETBACK LINE
UBE	USE AND BENEFIT EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
SWE	SIDEWALK EASEMENT

1. USE AND BENEFIT EASEMENTS (UBES) ARE PERPETUAL EASEMENTS THAT HAVE BEEN CREATED OVER PARTS OF THE LOTS FOR COMPLIANCE WITH SETBACK REQUIREMENTS AND AS AN EXTENSION OF YARDS FOR LANDSCAPING, RECREATION AND DRAINAGE USE.

2. LOTS 146, 147, 150, 151, 152, 153, 156, 157, 158, 159, 162 AND 163 AS SHOWN ON THIS PLAT SHALL BE BURDENED BY A PRIVATE UBE OF FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE) WHICH EXTENDS TO THE EXTERIOR BUILDING STEM WALL OF THE BUILDING CONSTRUCTED ON THE BURDENED LOT. THE UBE SHALL RUN THE LENGTH OF THE LOT AS ILLUSTRATED ON THE TYPICAL USE AND BENEFIT EASEMENT DETAIL ON THIS SHEET.

3. ALLOWED AND PROHIBITED ENCROACHMENTS WITHIN THE UBE ARE AS FOLLOWS:

i. ALLOWED: LANDSCAPING, UNCOVERED PATIOS, PATHWAYS, DRAINAGE FACILITIES AND BUILDING PROJECTIONS OF LESS THAN TWO FEET THAT HAVE BEEN BUILT IN CONFORMANCE WITH THE CITY'S BUILDING AND CONSTRUCTION CODES IN EFFECT AT THE TIME OF SUCH CONSTRUCTION, AND REAR YARD SCREEN WALLS.

ii. PROHIBITED: HARDSCAPE STRUCTURES WITH PERMANENT FOUNDATIONS SUCH AS; BUT NOT LIMITED TO, IN-GROUND POOLS AND SPAS, BARBEQUE STRUCTURES, A/C UNITS, FENCES AND SIMILAR STRUCTURES, EXCEPT REAR YARD SCREEN WALLS.

LEGAL DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°20'32" WEST, A DISTANCE OF 2640.94 FEET;

THENCE SOUTH 00°20'32" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 548.59 FEET TO A CITY OF GOODYEAR BRASS CAP IN HAND HOLE AT THE CENTERLINE OF W. MONTE VISTA DRIVE AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID WEST LINE, AND EASTERLY ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS EAST, 171.07 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 19 MINUTES 58 SECONDS EAST A DISTANCE OF 1400.00 FEET;

THENCE NORTHEASTERLY 343.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14 DEGREES 03 MINUTES 46 SECONDS TO A CITY OF GOODYEAR BRASS CAP FLUSH;

THENCE NORTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, 227.00 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1400.00 FEET;

THENCE NORTHEASTERLY 348.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14 DEGREES 15 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 27 MINUTES 58 SECONDS EAST, 783.67 FEET;

THENCE NORTH 0 DEGREES 32 MINUTES 02 SECONDS EAST, 43.03 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL DESCRIBED IN DOCUMENT NO. 1999-1168189A, MARICOPA COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG THE SOUTH, WEST, NORTH AND EAST LINES OF SAID PARCEL:

THENCE SOUTH 45 DEGREES 32 MINUTES 02 SECONDS WEST, 4.28 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 58 SECONDS WEST, 666.37 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239;

THENCE NORTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, 153.96 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED RLS 21071;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 25.00 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 86 DEGREES 43 MINUTES 45 SECONDS EAST A DISTANCE OF 948.77 FEET;

THENCE NORTHEASTERLY 738.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44 DEGREES 35 MINUTES 01 SECONDS TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239;

THENCE NORTH 47 DEGREES 48 MINUTES 45 SECONDS EAST, 540.24 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED RLS 21071 AND THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 497.00 FEET;

THENCE NORTHEASTERLY 297.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34 DEGREES 18 MINUTES 17 SECONDS TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239;

THENCE NORTH 13 DEGREES 30 MINUTES 28 SECONDS EAST, 128.48 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 15 DEGREES 04 MINUTES 24 SECONDS WEST A DISTANCE OF 2545.00 FEET;

THENCE SOUTHEASTERLY 792.81 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 50 MINUTES 55 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 56 DEGREES 36 MINUTES 23 SECONDS EAST, 46.31 FEET;

THENCE SOUTH 12 DEGREES 07 MINUTES 21 SECONDS EAST, 53.56 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239;

THENCE SOUTH 33 DEGREES 12 MINUTES 47 SECONDS WEST, 65.71 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 57 DEGREES 05 MINUTES 15 SECONDS EAST A DISTANCE OF 1078.00 FEET;

THENCE SOUTHWESTERLY 303.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16 DEGREES 06 MINUTES 41 SECONDS;

THENCE DEPARTING FROM THE EAST LINE OF SAID PARCEL, NORTH 73 DEGREES 11 MINUTES 55 SECONDS WEST, 25.83 FEET;

THENCE NORTH 65 DEGREES 10 MINUTES 02 SECONDS WEST, 135.00 FEET;

THENCE SOUTH 24 DEGREES 49 MINUTES 58 SECONDS WEST, 17.79 FEET;

THENCE NORTH 65 DEGREES 10 MINUTES 02 SECONDS WEST, 130.00 FEET;

THENCE SOUTH 24 DEGREES 49 MINUTES 58 SECONDS WEST, 225.00 FEET;

THENCE NORTH 65 DEGREES 10 MINUTES 02 SECONDS WEST, 111.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 35 DEGREES 10 MINUTES 02 SECONDS WEST A DISTANCE OF 50.00 FEET;

THENCE SOUTHWESTERLY 52.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 65 DEGREES 10 MINUTES 02 SECONDS WEST, 238.80 FEET;

THENCE SOUTH 47 DEGREES 48 MINUTES 45 SECONDS WEST, 311.80 FEET;

THENCE SOUTH 0 DEGREES 03 MINUTES 55 SECONDS EAST, 405.93 FEET;

THENCE SOUTH 44 DEGREES 56 MINUTES 05 SECONDS WEST, 16.97 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 18.54 FEET;

THENCE SOUTH 0 DEGREES 03 MINUTES 55 SECONDS EAST, 50.00 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 05 SECONDS EAST, 194.80 FEET;

THENCE SOUTH 45 DEGREES 03 MINUTES 55 SECONDS EAST, 14.14 FEET;

THENCE SOUTH 0 DEGREES 03 MINUTES 55 SECONDS EAST, 54.25 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 6.43 FEET;

THENCE SOUTH 0 DEGREES 03 MINUTES 55 SECONDS EAST, 26.00 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 05 SECONDS WEST, 6.70 FEET;

THENCE SOUTH 0 DEGREES 03 MINUTES 55 SECONDS EAST, 92.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 22.3514 ACRES, MORE OR LESS.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210220508 02/26/2021 01:42
BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA
FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR CERTIFICATE 21071 MARY F. KENNEDY Date Signed 11/12/20 ARIZONA U.S.A.

Job No. 18-423
FP02
Sheet No. 2 of 8

tprotonentis Nov 25, 2020 1:58pm S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 2\18-423 – Final Plat – Phase 2.dwg

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	6,023	0.1383
2	5,423	0.1245
3	5,077	0.1166
4	5,286	0.1213
5	5,457	0.1253
6	5,593	0.1284
7	5,692	0.1307
8	5,530	0.1270
9	5,558	0.1276
10	5,549	0.1274
11	5,504	0.1263
12	5,422	0.1245
13	5,305	0.1218
14	5,151	0.1183
15	5,120	0.1176
16	4,744	0.1089
17	4,725	0.1085
18	4,725	0.1085
19	4,725	0.1085
20	4,725	0.1085
21	4,725	0.1085
22	5,444	0.1250
23	4,725	0.1085
24	4,725	0.1085
25	4,725	0.1085
26	4,725	0.1085
27	4,725	0.1085
28	4,725	0.1085
29	4,725	0.1085
30	4,725	0.1085
31	4,725	0.1085
32	4,725	0.1085
33	5,444	0.1250
34	5,444	0.1250
35	4,725	0.1085
36	4,725	0.1085
37	4,725	0.1085
38	4,725	0.1085
39	4,725	0.1085
40	4,725	0.1085
41	4,725	0.1085
42	4,725	0.1085
43	4,725	0.1085
44	4,725	0.1085
45	5,444	0.1250
46	4,723	0.1084
47	4,725	0.1085
48	4,725	0.1085
49	4,725	0.1085
50	4,779	0.1097
51	5,091	0.1169
52	4,730	0.1086
53	4,725	0.1085
54	4,725	0.1085
55	4,725	0.1085

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
56	4,725	0.1085
57	4,725	0.1085
58	4,723	0.1084
59	4,723	0.1084
60	4,725	0.1085
61	4,725	0.1085
62	4,725	0.1085
63	4,725	0.1085
64	4,725	0.1085
65	4,725	0.1085
66	4,721	0.1084
67	4,725	0.1085
68	4,725	0.1085
69	4,725	0.1085
70	4,725	0.1085
71	4,725	0.1085
72	4,725	0.1085
73	4,725	0.1085
74	4,722	0.1084
75	4,611	0.1059
76	5,099	0.1171
77	4,950	0.1136
78	4,950	0.1136
79	4,950	0.1136
80	4,950	0.1136
81	4,950	0.1136
82	4,950	0.1136
83	4,950	0.1136
84	4,940	0.1134
85	5,233	0.1201
86	4,997	0.1147
87	5,085	0.1167
88	5,212	0.1196
89	5,486	0.1259
90	5,915	0.1358
91	6,462	0.1483
92	2,324	0.0533
93	1,499	0.0344
94	1,371	0.0315
95	1,499	0.0344
96	2,324	0.0533
97	2,750	0.0631
98	1,779	0.0408
99	1,627	0.0373
100	1,627	0.0373
101	1,779	0.0408
102	2,753	0.0632
103	2,758	0.0633
104	1,779	0.0408
105	1,627	0.0373
106	1,779	0.0408
107	2,758	0.0633
108	2,757	0.0633
109	1,779	0.0408
110	1,627	0.0373

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
111	1,779	0.0408
112	2,758	0.0633
113	2,758	0.0633
114	1,779	0.0408
115	1,627	0.0373
116	1,779	0.0408
117	2,758	0.0633
118	2,758	0.0633
119	1,779	0.0408
120	1,627	0.0373
121	1,779	0.0408
122	2,758	0.0633
123	2,274	0.0522
124	1,499	0.0344
125	1,371	0.0315
126	1,371	0.0315
127	1,499	0.0344
128	2,322	0.0533
129	2,293	0.0526
130	1,499	0.0344
131	1,371	0.0315
132	1,499	0.0344
133	2,324	0.0533
134	2,324	0.0533
135	1,499	0.0344
136	1,371	0.0315
137	1,371	0.0315
138	1,499	0.0344
139	2,566	0.0589
140	2,175	0.0499
141	1,429	0.0328
142	1,307	0.0300
143	1,307	0.0300
144	1,429	0.0328
145	2,208	0.0507
146	4,104	0.0942
147	2,907	0.0667
148	3,078	0.0707
149	3,677	0.0844
150	2,907	0.0667
151	3,506	0.0805
152	3,332	0.0765
153	2,635	0.0605
154	3,177	0.0729
155	3,332	0.0765
156	2,635	0.0605
157	3,178	0.0729
158	3,720	0.0854
159	2,635	0.0605
160	2,790	0.0640
161	3,333	0.0765
162	2,635	0.0605
163	3,177	0.0729

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	10.02'	20.00'	28°41'47"	9.91'	S14°16'59"W
C2	31.42'	20.00'	90°00'00"	28.28'	S44°56'05"W
C3	31.42'	20.00'	90°00'00"	28.28'	N45°03'55"W
C4	15.71'	10.00'	90°00'00"	14.14'	N44°56'05"E
C5	31.42'	20.00'	90°00'00"	28.28'	S45°03'55"E
C6	72.26'	46.00'	90°00'00"	65.05'	S45°03'55"E
C7	360.60'	2525.00'	8°10'57"	360.29'	N62°51'59"W
C8	31.42'	20.00'	90°00'00"	28.28'	N44°56'05"E
C9	15.71'	10.00'	90°00'00"	14.14'	S45°03'55"E
C10	343.62'	1400.00'	14°03'46"	342.76'	N83°18'05"E
C11	348.53'	1400.00'	14°15'50"	347.63'	S83°24'07"W
C12	586.56'	1038.00'	32°22'37"	578.78'	S16°43'37"W
C13	1478.19'	2600.00'	32°34'29"	1458.36'	N73°22'19"W
C14	78.54'	50.00'	90°00'00"	70.71'	N69°49'58"E
C15	341.63'	2530.00'	7°44'12"	341.37'	N70°49'21"W
C16	58.49'	50.00'	67°01'13"	55.21'	S81°19'21"W
C17	338.43'	405.00'	47°52'40"	328.67'	S23°52'25"W
C19	78.54'	50.00'	90°00'00"	70.71'	N20°10'02"W
C20	78.54'	50.00'	90°00'00"	70.71'	S69°49'58"W
C21	317.54'	380.00'	47°52'40"	308.38'	S23°52'25"W
C22	78.54'	50.00'	90°00'00"	70.71'	S20°10'02"E

TRACT USE TABLE					
TRACT	USE	AREA (SF)	AREA (AC)	OWNER	PARTY RESPONSIBLE FOR MAINTENANCE
A	LANDSCAPE, OPEN SPACE, WLE, DRAINAGE, PUE & SWE	38,457	0.8828	HOA	HOA
B	LANDSCAPE, OPEN SPACE, PUE & SWE	1,953	0.0448	HOA	HOA
C	LANDSCAPE, OPEN SPACE, PUE & SWE	2,640	0.0606	HOA	HOA
D	LANDSCAPE, OPEN SPACE, PRIVATE PARKING, PRIVATE SIDEWALK, DRAINAGE, DE, PUE, & SWE	4,776	0.1096	HOA	HOA
E	LANDSCAPE, OPEN SPACE, DE, PUE & SWE	2,320	0.0533	HOA	HOA
F	LANDSCAPE, OPEN SPACE, PUE & SWE	1,208	0.0277	HOA	HOA
G	LANDSCAPE, OPEN SPACE, PUE & SWE	267	0.0061	HOA	HOA
H	LANDSCAPE, OPEN SPACE, PUE & SWE	302	0.0069	HOA	HOA
I	LANDSCAPE, OPEN SPACE & DRAINAGE, PUE & SWE	14,621	0.3357	HOA	HOA
J	LANDSCAPE, OPEN SPACE & PUE	3,180	0.0730	HOA	HOA
K	LANDSCAPE, OPEN SPACE, DRAINAGE & PUE	69,535	1.5963	HOA	HOA
L	LANDSCAPE, OPEN SPACE & PUE	1,960	0.0450	HOA	HOA
M	LANDSCAPE, OPEN SPACE & PUE	1,960	0.0450	HOA	HOA
N	LANDSCAPE, OPEN SPACE & PUE	1,960	0.0450	HOA	HOA
O	LANDSCAPE, OPEN SPACE & PUE	1,960	0.0450	HOA	HOA
P	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	26,326	0.6044	HOA	HOA
Q	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	2,815	0.0646	HOA	HOA
R	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, PUE & SWE	3,184	0.0731	HOA	HOA
S	PRIVATE STREET, WATER AND SEWER EASEMENT, EMERGENCY VEHICLE ACCESS, DRAINAGE, PUE & SWE	5,699	0.1308	HOA	HOA
T	LANDSCAPE, OPEN SPACE, & SEWER EASEMENT	220	0.0051	HOA	HOA
U	PUBLIC STREET	176,126	4.0433	COG	COG

LEGEND

COG	CITY OF GOODYEAR
DE	DRAINAGE EASEMENT
HOA	CIVIC SQUARE COMMUNITY ASSOCIATION
WLE	WATER LINE EASEMENT
PS	PRIVATE STREET
PUE	PUBLIC UTILITIES EASEMENT
SWE	SIDEWALK EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°56'05"E	7.36'
L2	N89°56'05"E	10.97'
L3	N89°56'05"E	52.99'
L4	S00°03'55"E	57.48'
L5	S00°03'55"E	62.91'
L9	N89°56'05"E	41.00'
L10	N89°56'05"E	34.00'
L11	N89°56'05"E	43.00'
L12	N89°56'05"E	41.00'
L13	N89°56'05"E	34.00'
L14	N89°56'05"E	43.00'
L15	N89°56'05"E	10.00'
L16	S00°03'55"E	22.00'
L17	S00°03'55"E	22.00'
L18	N89°56'05"E	10.00'
L19	N69°49'58"E	16.97'
L20	N20°10'02"W	16.97'
L21	S20°10'02"E	16.97'
L22	N69°49'58"E	16.97'
L23	S20°10'02"E	16.97'
L24	S45°03'55"E	16.97'
L25	S81°19'21"W	20.01'
L26	N69°49'58"E	16.97'
L27	N20°10'02"W	14.14'
L28	N69°49'58"E	16.97'
L29	N89°56'05"E	9.00'
L30	S79°40'27"E	9.00'
L31	N00°03'55"W	2.53'

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210220508 02/26/2021 01:42
BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

1130 N. Alma School Rd., Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m
EPS GROUP

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NUMBER
21071
MARY F. KENNEDY
Date Signed 11/25/20
EXPIRES ON 9/30/2021

Job No.
18-423

FP03

Sheet No.
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of 8

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2

GOODYEAR, ARIZONA

FINAL PLAT

Project

Revisions:

Call at least two full working days before you begin excavation. ARIZONA811 (Arizona Blue Stake, Inc.) Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F. KENNEDY
Date Signed 11/19/20
ARIZONA U.S.A.

Job No.
18-423

FP04

Sheet No.
4
of 8

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FND. BCF LS 27239
CITY OF GOODYEAR

L=668.55'

C13

N15°04'24"E
55.00'

APN: 508-14-263
DEED: 2011-0315966, MCR
CITY OF GOODYEAR
ZONING: PAD
NOT A PART

FND. 1/2" REBAR
W/CAP LS 27239

8" PUE
BK. 668 OF MAPS,
PG. 13, MCR

55' R/W
BK. 668 OF MAPS,
PG. 13, MCR

W. VIRGINIA AVE.

APN: 508-14-262
DEED: 2005-0646091, MCR
RIO PASEO COMMUNITY ASSOCIATION
TRACT L
GOODYEAR PLANNED REGIONAL
CENTER PARCEL 10
BOOK 648 OF MAPS, PAGE 15, MCR
ZONING: PAD
NOT A PART

FND. BCF LS 27239
CITY OF GOODYEAR

THE TEMPORARY DRAINAGE EASEMENT GRANTED IN DOC. 2003-1141241, MCR WITHIN LOTS 3-6 HEREIN SHALL TERMINATE UPON THE COMPLETION OF THE ON-SITE DRAINAGE FACILITIES TO CONVEY THE STORM WATER HANDLED BY SUCH TEMPORARY DRAINAGE EASEMENT.

L=809.64'

L=792.81',
R=2545.00'
D=017°50'55"

20' TEMPORARY
EASEMENT AGREEMENT
DOC. 2010-0382512, MCR

L=59.65'

1' VNAE

N15°30'28"E 128.48'

N15°30'28"E 99.26'

S15°30'28"W 108.03'

S15°00'02"W 110.24'

S24°49'58"W 115.28'

S24°49'58"W 119.50'

S24°49'58"W 122.92'

S24°49'58"W 125.52'

N24°49'58"E 127.33'

S24°49'58"W 123.33'

S24°49'58"W 125.53'

L=56.26'

L=45.78'

L=45.20'

L=45.13'

L=45.08'

L=45.04'

L=45.01'

L=45.00'

10' PUE
BK. 668 OF MAPS,
PG. 21, MCR

1' VNAE

5.00'

TRACT K

WEST LINE OF
WATER FACILITIES AGREEMENT
DOC. 2001-0525586, MCR

FND. 1/2" REBAR
W/CAP LS 27239

S30°09'22"E
30.82'

L=16.26'

8' PUE

29.03'

45.00'

L=31.73'

C20

L=30.55'

S15°04'24"W 214.95' (RADIAL)

200' TEMPORARY DRAINAGE EASEMENT
DOC. 2003-1141239, MCR

APN: 501-69-966G
DEED: 2019-0979040, MCR
RG-IPA GOODYEAR LLC
ZONING: PAD
NOT A PART

BULLARD WASH PARK

L=297.57',
R=497.00'
D=034°18'17"

TRACT K

N. 152ND AVE.

TRACT U
(PUBLIC STREET BEING DEDICATED HEREON)

TRACT O

S24°49'58"W 210.00'

S24°49'58"E 186.00'

S24°49'58"W 260.00'

L19

2.83'

14.14'

33'x33' SVT

49.87'

L20

1' VNAE

8' PUE

51.87'

N65°10'02"W

S65°10'02"E 573.74'

N65°10'02"W 623.74'

S65°10'02"E 549.74'

S65°10'02"E 623.74'

S65°10'02"E 363.74'

S65°10'02"E 293.74'

W. VERNON AVE.

W. WILSHIRE DR.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55

APN: 501-69-966C
DEED: 2007-1175749, MCR
CITY OF GOODYEAR
ZONING: PAD
NOT A PART

FND. 1/2" REBAR
W/CAP LS 21071

N42°11'15"W 133.77' (RADIAL)

S73°56'39"W
24.42'

C22

L=35.68'

L=37.50'

L=11.36'

174.37'

33.74'

MATCH
SHEET 7

MATCH
SHEET 6

MATCH
SHEET 5

MATCH
SHEET 5

LEGEND

⊡	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
WSE	WATER SERVICE EASEMENT
UBE	USE & BENEFIT EASEMENT
SWE	SIDEWALK EASEMENT
PSWE	PRIVATE SIDEWALK EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
	PLAT BOUNDARY
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE

NORTH

30 0 30 60
scale feet

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
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BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

APN: 508-14-262
DEED: 2005-0646091, MCR
RIO PASEO COMMUNITY ASSOCIATION
TRACT L
GOODYEAR PLANNED REGIONAL
CENTER PARCEL 10
BOOK 648 OF MAPS, PAGE 15, MCR
ZONING: PAD
NOT A PART

W. VIRGINIA AVE.

L=809.64'

TRACT K

MATCH SHEET 4

MATCH SHEET 6

W. VERNON AVE.
S65°10'02"E 623.74'

TRACT U
(PUBLIC STREET, BEING DEDICATED HEREON)
S65°10'02"E 549.74'

W. WILSHIRE DR.
S65°10'02"E 623.74'

TRACT L
(PUBLIC STREET BEING DEDICATED HEREON)
N24°49'58"E 277.21'

TRACT M

N.151ST AVE.

N 150TH DR.

APN: 501-71-983
DEED: 2008-0625124, MCR
GLOBE LAND INVESTORS
ZONING: PAD
NOT A PART

FND. BCF LS 27239
CITY OF GOODYEAR

FND. 1/2" REBAR
W/CAP LS 21071

FND. 1/2" REBAR
W/CAP LS 27239

S56°36'23"E 46.31'

N57°04'47"W 125.00'

S57°07'21"E 53.56'

S33°13'38"W 158.88'

S33°12'47"W 65.71' (M)
S32°55'00"W 65.65' (R)

S57°05'15"E 1078.00' (RADIAL)

S24°49'58"W 17.79'

N73°11'55"W 25.83'

N73°11'55"W 40.00'

L=294.63'

L=291.93'

L=303.13',
R=1078.00'
D=016°06'41"

DRAINAGE EASEMENT SHALL TERMINATE UPON THE FULFILLMENT OF THE REQUIREMENTS SET FORTH IN THE MAP OF DEDICATION FOR McDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, AS RECORDED IN BOOK 956 OF MAPS, PAGE 21, M.C.R.

UPON THE RECORDATION OF THIS FINAL PLAT, THE SIDEWALK EASEMENT DEDICATED IN THE MAP OF DEDICATION RECORDED IN THE OFFICIAL RECORDS AT BOOK 956 OF MAPS, PAGE 21 IS TERMINATED SOLELY AS TO THE AREA IDENTIFIED IN THIS PLAT.

55' R/W
BK. 648 OF MAPS,
PG. 15, MCR

8' PUE
BK. 956 OF MAPS,
PG. 21, MCR

10' PUE
BK. 956 OF MAPS,
PG. 21, MCR

10' PUE
BK. 956 OF MAPS,
PG. 21, MCR

40' R/W
BK. 956 OF MAPS,
PG. 21, MCR

20' IRRIGATION EASEMENT
DOC. 2010-1082312, MCR

LEGEND

⊠	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
o	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
WSE	WATER SERVICE EASEMENT
UBE	USE & BENEFIT EASEMENT
SWE	SIDEWALK EASEMENT
PSWE	PRIVATE SIDEWALK EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
	PLAT BOUNDARY
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE

NORTH

30 0 30 60
scale feet

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
Date signed 11/20/20
Expires on 09/30/21

Job No.
18-423

FP05

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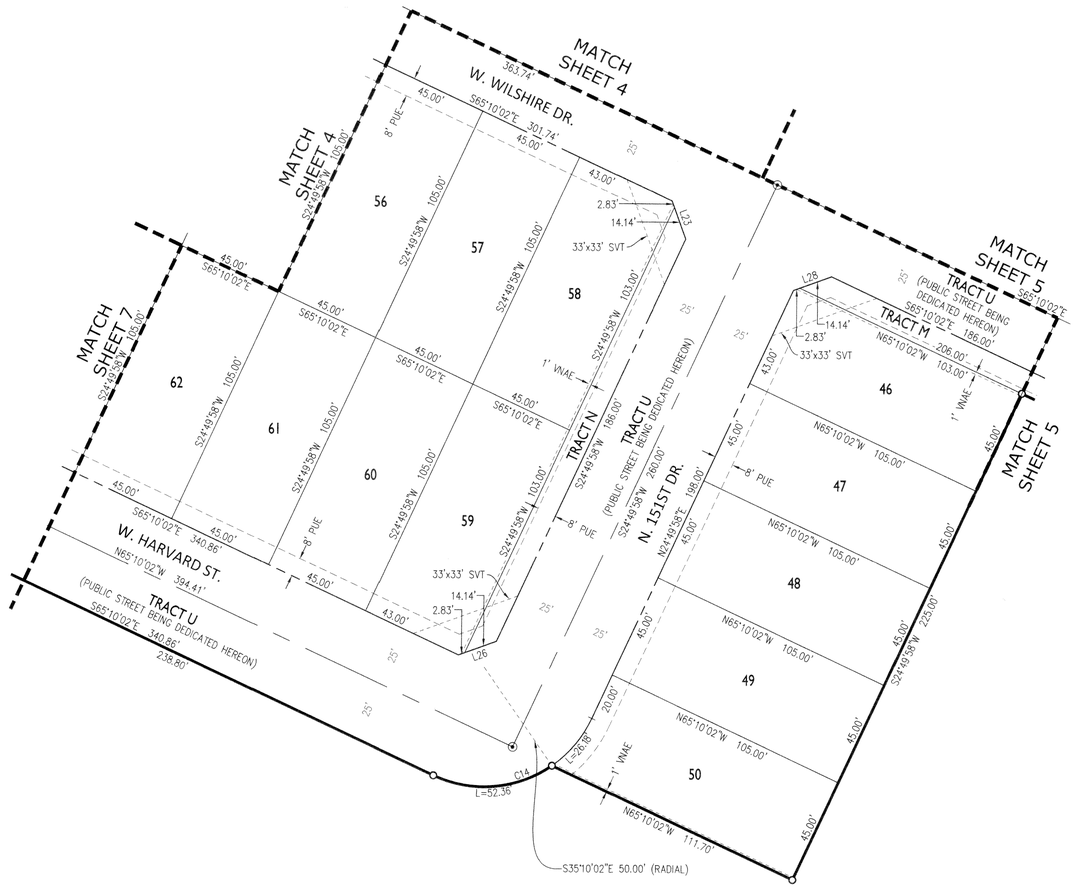
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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20210220508 02/26/2021 01:42
BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

LEGEND

⊡	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
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WSE	WATER SERVICE EASEMENT
UBE	USE & BENEFIT EASEMENT
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	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
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	EXISTING EASEMENT LINE
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	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE



1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

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ARIZONA811 (Formerly Blue Stake, Inc.)
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
21071
MARY F. KENNEDY
Date signed 11/20/20
EXPIRES 09/30/21
Mary Kennedy

Job No.
18-423

FP06

Sheet No.
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of 8

NORTH

30 0 30 60
scale feet

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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BOOK 1575 PAGE 38
ELECTRONIC RECORDING

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crocfers

BULLARD WASH PARK

200' TEMPORARY DRAINAGE EASEMENT
DOC. 2003-1141239, MCR

WEST LINE OF
WATER FACILITIES AGREEMENT
DOC. 2001-0525586, MCR

MATCH SHEET 4

TRACT K

MATCH SHEET 6

W. HARVARD ST.
(PUBLIC STREET BEING DEDICATED HEREON)
S65°10'02"E 394.41'

TRACT U

TRACT J

N. 153RD DR.
(PUBLIC STREET BEING DEDICATED HEREON)

TRACT I

TRACT S
(PS)
W. OAK ST.

FND. 1/2" REBAR
W/CAP LS 27239

THE TEMPORARY DRAINAGE EASEMENT GRANTED IN DOC. 2003-1141239, MCR WITHIN LOTS 82-91, 95-96, 105-112, 134-148, 155-159 AND TRACTS A, B, I, P, R, S AND U HEREIN SHALL TERMINATE UPON THE COMPLETION OF THE ON-SITE DRAINAGE FACILITIES TO CONVEY THE STORM WATER HANDLED BY SUCH TEMPORARY DRAINAGE EASEMENT.

WEST LINE OF
WATER FACILITIES AGREEMENT
DOC. 2001-0525586, MCR

APN: 501-69-966C
DEED: 2007-1175749, MCR
CITY OF GOODYEAR
ZONING: PAD
NOT A PART

MATCH SHEET 8

MATCH SHEET 8

SWE DETAIL
1"=20'

LEGEND

⊠	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #21071, OR AS NOTED OTHERWISE.
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	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE

NORTH
30 0 30 60
scale feet

1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
11/20/20
ARIZONA U.S.A.

Job No.
18-423

FP07

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of 8

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20210220508 02/26/2021 01:42
BOOK 1575 PAGE 38
ELECTRONIC RECORDING

GDYRCIVICSQPARBPH2-8-1-1-M-
crocfers

LEGEND

■	FOUND MONUMENT AS NOTED
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RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
WSE	WATER SERVICE EASEMENT
UBE	USE BENEFIT EASEMENT
SWE	SIDEWALK EASEMENT
PSWE	PRIVATE SIDEWALK EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
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	PLAT BOUNDARY
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	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE
②	2'X2' WATER SERVICE EASEMENT
③	3'X2' WATER SERVICE EASEMENT
④	4'X4' WATER LINE EASEMENT
⑦	7'X4' WATER LINE EASEMENT

APN: 501-69-966C
DEED: 2007-1175749, MCR
CITY OF GOODYEAR
ZONING: PAD
NOT A PART

APN: 501-69-966C
DEED: 2007-1175749, MCR
CITY OF GOODYEAR
ZONING: PAD
NOT A PART

APN: 501-69-016L
DEED: 1999-1168189A, MCR
GLOBE LAND INVESTORS
ZONING: PAD
NOT A PART

FND. BCF LS 27239
CITY OF GOODYEAR

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2
GOODYEAR, ARIZONA

FINAL PLAT

Revisions:

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ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (1-800-782-5348)
In Maricopa County: (602)263-1100

Designer: MFK
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
ARIZONA U.S.A.

Job No.
18-423

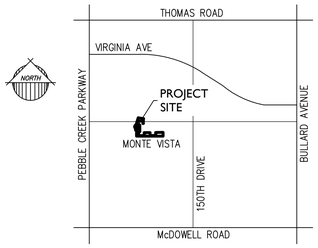
FP08

Sheet No.
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Final Re-Plat of
Goodyear Civic Square Parcel B - Phase 2
Lots 97-102, 108-112, 118-122 & Tract A

BEING A RE-PLAT OF LOTS 97-102, 108-112, 118-122 & TRACT A
OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2,
AS RECORDED THEREOF IN BOOK 1575 OF MAPS, PAGE 38,
RECORDS OF MARICOPA COUNTY, ARIZONA
LOCATED A PORTION OF THE WEST HALF OF SECTION 32,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

SEC. 32
T.2 N., R.1 W.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A AS OWNER OF LOTS 97-102, 108-112, 118-122 OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2, AS RECORDED IN BOOK 1575 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA AND CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS OWNER OF TRACT A OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2, AS RECORDED IN BOOK 1575 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA HAVE SUBDIVIDED UNDER THE NAME OF "GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2 LOTS 97-102, 108-112, 118-122 & TRACT A", BEING A RE-PLAT OF LOTS 97-102, 108-112, 118-122 & TRACT A OF GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2, AS RECORDED THEREOF IN BOOK 1575 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED A PORTION OF THE WEST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER 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, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF: CIVIC SQUARE BUILD TO RENT, 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 OFFICER THEREUNTO DULY AUTHORIZED THIS ____ _____ DAY OF _____, 2022.

BY: CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

BY: _____

ITS: _____

IN WITNESS WHEREOF: CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2022.

BY: CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION, AS OWNER

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF CIVIC SQUARE BUILD TO RENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

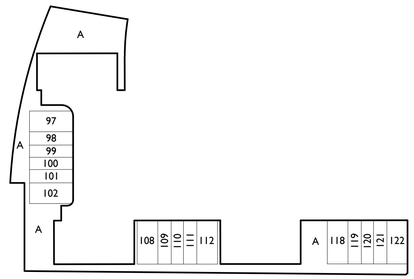
STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:



SHEET INDEX
N.T.S.

OWNERS:

CIVIC SQUARE BUILD TO RENT, LLC, A
DELAWARE LIMITED LIABILITY COMPANY
(LOTS 97-102, 108-112 & 118-122)
4900 N. SCOTTSDALE ROAD, SUITE 4900
SCOTTSDALE, AZ 85251
TEL: (480)-922-5965
CONTACT: BRANDEN LOMBARDI

CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION
(TRACT A)
4900 N. SCOTTSDALE ROAD, SUITE 4900
SCOTTSDALE, AZ 85251
TEL: (480)-922-5965
CONTACT: RAMON GONZALEZ

UTILITIES

WATER	LIBERTY UTILITIES
SEWER	LIBERTY UTILITIES
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK /COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURYLINK / COX

SHEET INDEX

SHEET 1:	COVER SHEET
SHEET 2:	LEGAL DESCRIPTION, NOTES, DETAILS, LOT AREA TABLE & TRACT TABLE
SHEET 3:	PLAN SHEET

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	PAD (PLANNED AREA DEVELOPMENT)
YIELD 16 LOTS	0.8031 AC.
OPEN SPACE	0.8541 AC.
PRIVATE STREET	0 AC.
PUBLIC STREET	0 AC.
TOTAL	1.6569 AC.

CERTIFICATE OF ASSURED WATER

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

CERTIFICATE NO. 27-701116.0000 DATED AUGUST 17, 2020

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. DATE

BASIS OF BEARINGS

ALONG PEBBLE CREEK PARKWAY, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER, OF SEC 32, T2N, R1W, AS MEASURED AND AS SHOWN ON PLAT OF RECORD, RECORDED IN BOOK 956, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA. THE BEARING OF WHICH IS: **NORTH 00 DEGREES 20 MINUTES 32 SECONDS EAST**

ENGINEER:

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD,
SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL "ox" AUXIER, P.E.

DEVELOPER:

BB LIVING RESIDENTIAL
7001 N. SCOTTSDALE ROAD,
SUITE 2055
SCOTTSDALE, AZ 85253-4416
TEL: (480)-922-5965
CONTACT: BRANDEN LOMBARDI

CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2021; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N.. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY _____
MAYOR: JOE PIZZILLO

BY: _____
CITY CLERK: DARCIE MCCRACKEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
CITY ENGINEER: SUMEET MOHAN

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2 LOTS 97-102, 108-112, 118-122 & TRACT A
GOODYEAR, ARIZONA

FINAL RE-PLAT

Revisions:

Call at least two full working days before you dig, excavate or demolish.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 7-28-21

Job No.
18-423

FP01

Sheet No.
1
of 3

I:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 2 Replat\18-423 - Final Plat - Phase 2 Replat.dwg
Feb 24, 2022 10:55am
bprotonentis

GENERAL NOTES

A. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

B. NO STRUCTURE 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

C. 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 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 WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR 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 AREA 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 PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY AND THE CIVIC SQUARE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL EXECUTE AND PROVIDE TO THE CITY A STORM WATER MAINTENANCE AGREEMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.

H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER-FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE 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 OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

I. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

J. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LARGER POWER LINES.

K. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

L. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

M. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION, WITH THE FOLLOWING EXCEPTIONS: NONE.

N. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

O. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

P. ALL TRACT LANDSCAPE AND OPEN SPACE IMPROVEMENTS SHALL BE COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR A DWELLING UNIT WITHIN THE SUBDIVISION.

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)	OWNER	PARTY RESPONSIBLE FOR MAINTENANCE
A	LANDSCAPE, OPEN SPACE, WLE, DRAINAGE, PUE & SVT SWE	37,203	0.8541	HOA	HOA

LEGEND

HOA	CIVIC SQUARE COMMUNITY ASSOCIATION
PUE	PUBLIC UTILITIES EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE

LEGAL DESCRIPTION

A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°20'32" WEST, A DISTANCE OF 2640.94 FEET;

THENCE SOUTH 00°20'32" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 548.59 FEET TO A CITY OF GOODYEAR BRASS CAP IN HAND HOLE AT THE CENTERLINE OF W. MONTE VISTA DRIVE AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE DEPARTING SAID WEST LINE, AND EASTERLY ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

THENCE SOUTH 89°24'39" EAST, 171.07 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0°19'58" EAST A DISTANCE OF 1400.00 FEET;

THENCE NORTHEASTERLY 343.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'46" TO A CITY OF GOODYEAR BRASS CAP FLUSH;

THENCE NORTH 76°16'12" EAST, 227.00 FEET TO A CITY OF GOODYEAR BRASS CAP FLUSH AND THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1400.00 FEET;

THENCE NORTHEASTERLY 348.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°15'50";

THENCE SOUTH 89°27'58" EAST, 783.67 FEET;

THENCE NORTH 0°32'02" EAST, 43.03 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL DESCRIBED IN DOCUMENT NO. 1999-1168189A, MARICOPA COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SOUTH, WEST, NORTH AND EAST LINES OF SAID PARCEL:

THENCE SOUTH 45°32'02" WEST, 4.28 FEET;

THENCE NORTH 89°27'58" WEST, 666.37 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239;

THENCE NORTH 0°00'14" WEST, 153.96 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED RLS 21071;

THENCE SOUTH 89°59'46" WEST, 25.00 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED LS 27239, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 86°43'45" EAST A DISTANCE OF 948.77 FEET;

THENCE NORTHEASTERLY 318.02 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°12'19";

THENCE ON A NON-TANGENT LINE SOUTH 80°33'07" EAST, 136.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 80°46'56" EAST A DISTANCE OF 405.00 FEET;

THENCE SOUTHERLY 65.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°16'58";

THENCE SOUTH 0°03'55" EAST, 58.65 FEET;

THENCE SOUTH 89°56'05" WEST, 12.85 FEET;

THENCE NORTH 0°03'55" WEST, 64.25 FEET;

THENCE SOUTH 89°56'05" WEST, 140.33 FEET;

THENCE SOUTH 0°03'55" EAST, 64.25 FEET;

THENCE NORTH 89°56'05" EAST, 7.36 FEET;

THENCE SOUTH 0°03'55" EAST, 26.00 FEET;

THENCE NORTH 89°56'05" EAST, 35.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE SOUTH 0°03'55" EAST, 145.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 10.00 FEET;

THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE SOUTH 89°56'05" WEST, 10.97 FEET;

THENCE SOUTH 0°03'55" EAST, 26.00 FEET;

THENCE SOUTH 89°56'05" WEST, 12.70 FEET;

THENCE SOUTH 0°03'55" EAST, 76.25 FEET;

THENCE NORTH 89°56'14" EAST, 140.33 FEET;

THENCE NORTH 0°03'55" WEST, 76.26 FEET;

THENCE NORTH 89°56'05" EAST, 150.33 FEET;

THENCE SOUTH 0°03'55" EAST, 76.25 FEET;

THENCE NORTH 89°56'14" EAST, 140.33 FEET;

THENCE NORTH 0°03'55" WEST, 76.26 FEET;

THENCE NORTH 89°56'05" EAST, 186.73 FEET;

THENCE SOUTH 0°03'55" EAST, 92.01 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO DESCRIBED AS:

LOTS 97 THROUGH 102, INCLUSIVE, 108 THROUGH 112, INCLUSIVE, 118 THROUGH 122, INCLUSIVE, AND TRACT A, OF GOODYEAR CIVIC SQUARE PARCEL B – PHASE 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1575 OF MAPS, PAGE 38.

CURVE TABLE

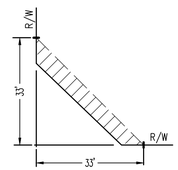
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	343.62'	1400.00'	14°03'46"	342.76'	N83°18'05"E
C2	348.53'	1400.00'	14°15'50"	347.63'	S83°24'07"W
C3	318.02'	948.77'	19°12'19"	316.54'	S12°52'25"W
C4	65.62'	405.00'	9°16'58"	65.55'	S04°34'35"W
C5	61.47'	380.00'	9°16'04"	61.40'	S04°34'07"W
C6	31.42'	20.00'	90°00'00"	28.28'	N45°03'55"W
C7	15.71'	10.00'	90°00'00"	14.14'	N44°56'05"E

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
97	2,853	0.0655
98	1,845	0.0424
99	1,687	0.0387
100	1,687	0.0387
101	1,845	0.0424
102	2,856	0.0656
108	2,860	0.0657
109	1,845	0.0424
110	1,687	0.0387
111	1,845	0.0424
112	2,860	0.0657
118	2,860	0.0657
119	1,845	0.0424
120	1,687	0.0387
121	1,845	0.0424
122	2,860	0.0657

LINE TABLE

LINE	BEARING	LENGTH
L1	S80°33'07"E	25.00'
L2	S00°03'55"E	58.65'
L3	S89°56'05"W	12.85'
L4	S89°56'05"W	25.00'
L5	N89°56'05"E	7.36'
L6	S89°56'05"W	10.97'



SIGHT VISIBILITY TRIANGLE

NOT TO SCALE

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2 LOTS 97-102, 108-112, 118-122 & TRACT A
GOODYEAR, ARIZONA

FINAL RE-PLAT

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2 LOTS 97-102, 108-112, 118-122 & TRACT A

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: RAJ
Drawn by: TJP

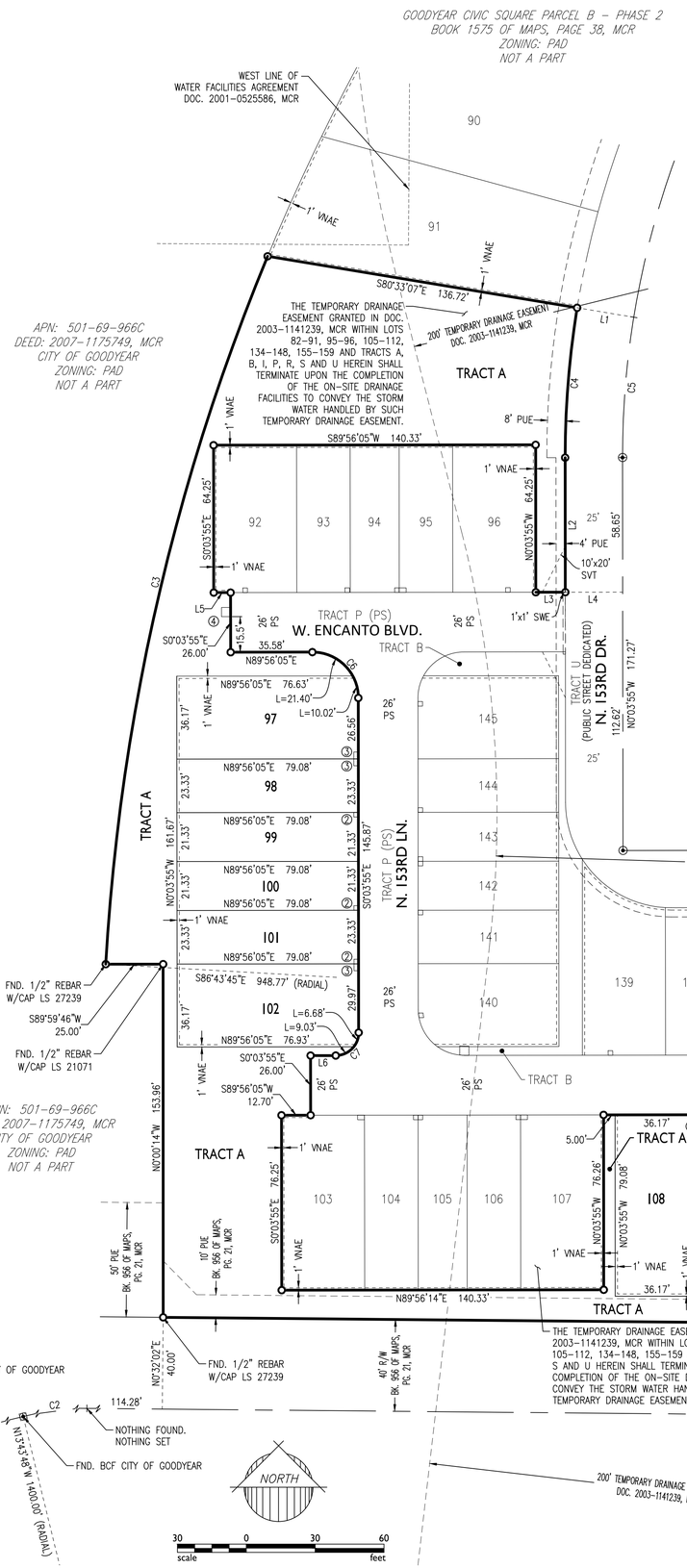
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON JR.
Date Signed: 2-24-22

Job No.
18-423

FP02

Sheet No.
2
of 3

tprotonentis Feb 24, 2022 10:57am S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 2 Replat\18-423 – Final Plat – Phase 2 Replat.dwg



LEGEND

◙	FOUND MONUMENT AS NOTED
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
○	CORNER OF SUBDIVISION, SET 1/2" REBAR W/CAP #37495, OR AS NOTED OTHERWISE.
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SWE	SIDEWALK EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PS	PRIVATE STREET
	PLAT BOUNDARY
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	SECTION LINE
	EXISTING EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	PARCEL LINE
	VEHICULAR NON-ACCESS EASEMENT LINE
	SIGHT VISIBILITY EASEMENT LINE
	MATCH LINE
②	2'X2' WATER SERVICE EASEMENT
③	3'X2' WATER SERVICE EASEMENT
④	4'X4' WATER LINE EASEMENT

EPS GROUP
1130 N. Alma School Rd, Ste 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

GOODYEAR CIVIC SQUARE PARCEL B - LOTS 97-102, 108-112, 118-122 & TRACT A

GOODYEAR, ARIZONA

FINAL RE-PLAT

Project: GOODYEAR CIVIC SQUARE PARCEL B - PHASE 2 LOTS 97-102, 108-112, 118-122 & TRACT A

Revisions:

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR CERTIFICATE NO. 37495 ROBERT A. JOHNSTON
Date Signed 2-25-22

Job No. 18-423

FP03

Sheet No. 3 of 3

tprotonentis Feb 24, 2022 10:57am S:\Projects\2018\18-423\Legal Survey\Dwgs\FINAL PLAT\Phase 2 Replat\18-423 – Final Plat – Phase 2 Replat.dwg

ITEM #: 15.
DATE: 03/28/2022
AI #:762

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR El CIDRO PHASE 2 – PARCEL 1A

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

Douglas Chubin, P.E., CVL Consultants

SUMMARY

A final plat subdividing approximately 39.94 acres into 163 single family lots and 23 tracts located east of South Citrus Road, north of West Broadway Road, west of South 175th Avenue.

Recommendation

Approve the final plat for El Cidro Phase 2 – Parcel 1A (the "Final Plat for Phase 2 Parcel 1A") subdividing approximately 39.94 acres into 163 lots and 23 tracts located east of South Citrus Road, north of West Broadway Road, west of South 175th Avenue (the "Property") subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Final Plat for the Phase 2 Parcel 1A required by the City Engineer shall be made prior to the recordation of the final plat.
2. Prior to recordation of the Final Plat for Phase 2 Parcel 1A, 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. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat for Phase 2 Parcel 1A is authorized to do so.
3. The Final Plat for Phase 2 Parcel 1A shall not be recorded until the existing electrical easement (Maricopa County Records Docket 275, Page 564, recording number 1948 0037737) has been terminated and the termination recorded in the official records of the Maricopa County Recorder. Prior to the recordation of the final plat, documentation shall be provided to the City Engineer or his/her designee showing that such easement has been terminated and the termination recorded in the official records of the Maricopa County Recorder.
4. Owner, at Owner's sole cost, shall construct all on-site and off-site sewer/wastewater lines and appurtenances needed for the city to provide wastewater service to the Property, and prior to the recordation of this Final Plat, Owner, at no cost to the City, shall have dedicated by separate instrument, in a form approved by the City Attorney or his designee, sewer easement(s) for the areas outside the boundaries of the Final Plat for Phase 2 Parcel 1A within which such sewer/wastewater lines and appurtenances are to be constructed.
5. The Final Plat for Phase 2 Parcel 1A shall not be recorded unless either (i) the Final Plat for El Cidro Phase 2 – Parcel 1F being presented by separate council action concurrently with the Final

Plat for Phase 2 Parcel 1A is recorded simultaneously with the Final Plat for Phase 2 Parcel 1A or until (i) the Final Plat for Parcel Phase 2 Parcel 1A has been revised to delete the dedication of drainage easements in Tracts S and V; (ii) separate drainage easement(s), in a form acceptable to the City Attorney or his designee, are provided to the City and the El Cidro Homeowners Association, within Tracts S and V and the areas outside the boundaries of Final Plat for Phase 2 Parcel 1A that will accept, contain, retain and dispose of storm waters from the Property and within which drainage facilities need for the retention, conveyance, and disposal of stormwater run-off from the Property pursuant to grading and drainage improvement plans approved for the development of the Property; and (ii) a reference is added to Tracts S and V that drainage easements are dedicated by separate instrument and the recording information for the easements are inserted into the Final Plat for Phase 2 Parcel 1A.

6. The Final Plat for Phase 2 Parcel 1A shall not be recorded unless either (i) the Final Plat for El Cidro Phase 2 – Parcel 1F being presented by separate council action concurrently with the Final Plat for Phase 2 Parcel 1A is recorded simultaneously with the Final Plat for Phase 2 Parcel 1A or until (i) easement(s), in a form acceptable to the City Attorney or his designee, located outside the boundaries of the Final Plat for Phase 2 Parcel 1A for the construction, operation, maintenance, repair, removal and replacement of sewer infrastructure needed for the city to provide sewer services to the Property has been provided to the city.
7. Owner shall in-lieu payment for a proportionate share of the cost of a full traffic signal (all four legs) (the “in-lieu payment”) for the following intersections. The in-lieu payment shall be based on 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:

    a. 75% of the cost of a full traffic signal at the intersection of Elwood Road and Cotton Lane
    b. 50% of the cost of a full traffic signal at the intersection of Lower Buckeye Road and Cotton Lane

The in-lieu payment shall be based on 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. The in-lieu payments required herein shall be paid at the earlier of the following (i) when the signal(s) are warranted or (ii) at the time of issuance of fifty percent (50%) of the building permits for the residential units for development within the property zoned by Ordinance 18-1408, which is 687 residential units (50% of maximum number of residential units of 1,344). Any funds collected by the city from other property owners towards the cost of the traffic signal at Elwood Road and Cotton Lane shall be credited towards the obligation for such signal referred to above.

8. In addition to the specific infrastructure identified herein, Owner shall construct all 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. All infrastructure improvements Owner is required to construct shall be at constructed in conformance with the requirements in place at the time of construction and at no cost to the City.
9. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property shall be issued until all off-site water and sewer infrastructure needed for the city to provide water and sewer service to the Property has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period and until all on-site and off-site drainage facilities needed for the acceptance, conveyance, retention and disposal of storm water as reflected in the approved grading and drainage plans for the Property have been completed.
10. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all open space, landscape, hardscape, entry monuments, walls and other subdivision amenity improvements as required in rezoning Ordinance 2018- 0736638 shall be completed.
11. The Public Sales Report shall include a statement that states El Cidro 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 Air Force Base and/or the Phoenix-Goodyear Airport.

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 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 El Cidro Final PAD was approved by the City Council on March 5, 2007, with the adoption of Ordinance No. 07-1060. Since its adoption, the El Cidro PAD was amended in 2008 (Ordinance No. 08-1111), 2010 (Ordinance No. 10-1215), 2013, (Ordinance No. 13-1285), 2015 (Ordinance No. 15-1327), 2017 (Ordinance No. 17-1352), 2018 (Ordinance No. 18-1387), and 2018 (Ordinance No. 18-1408). These amendments reconfigured existing land uses within the PAD, modified some land use categories, and added new commercial land.

A preliminary plat for El Cidro was approved by the City Council on March 5, 200, and on February 25, 2008, final plats were approved for the following Phase II Parcel 1A, Phase II Parcel 1B, Phase II Parcel 1C, Phase I Parcel 1D, Phase I Parcel 1E, and Phase III Parcel 1F (collectively the 2008 Final Plats). On August 25, 2014, Council rescinded the approvals of the 2008 Final Plats and approved a Preliminary Plat for El Cidro Parcels 1-5. On April 10, 2017, council approved the following final plats, Final Plat for El Cidro Phase I Parcel 3, Final Plat for El Cidro Phase I Parcel 2 and Final Plat for El Cidro Parcel D Phase 1, which subdivided property included within the Preliminary Plat for El Cidro Parcel 1-5. On October 26, 2020, Council approved the following final plats, Final Plat for El Cidro Phase 1 Parcel 1B, Final Plat for El Cidro Parcel 1D, Phase 2 and Final Plat for El Cidro Phase 1 Parcel 1E.

STAFF ANALYSIS

The final plat substantially conforms to the approved preliminary plat, 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.

Attachments

Council Action Report

Final Plat El Cidro Phase 1A

Council Action Report for Preliminary Plat for El Cidro Parcels 1-5

Aerial Photo

COUNCIL DATE:
CAR #: 202X-XXXX

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR El CIDRO PHASE 2 – PARCEL 1A

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S): Douglas Chubin, P.E., CVL Consultants

SUMMARY:

A final plat subdividing approximately 39.94 acres into 163 single family lots and 23 tracts located east of South Citrus Road, north of West Broadway Road, west of South 175th Avenue.

RECOMMENDATION:

Approve the final plat for El Cidro Phase 2 – Parcel 1A (the "Final Plat for Phase 2 Parcel 1A") subdividing approximately 39.94 acres into 163 lots and 23 tracts located east of South Citrus Road, north of West Broadway Road, west of South 175th Avenue (the "Property") subject to stipulations.

STIPULATIONS:

1. Any technical corrections to the Final Plat for Phase 2 Parcel 1A required by the City Engineer shall be made prior to the recordation of the final plat.
2. Prior to recordation of the Final Plat for Phase 2 Parcel 1A, 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. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat for Phase 2 Parcel 1A is authorized to do so.
3. The Final Plat for Phase 2 Parcel 1A shall not be recorded until the existing electrical easement (Maricopa County Records Docket 275, Page 564, recording number 1948 0037737) has been terminated and the termination recorded in the official records of the Maricopa County Recorder. Prior to the recordation of the final plat, documentation shall be provided to the City Engineer or his/her designee showing

that such easement has been terminated and the termination recorded in the official records of the Maricopa County Recorder.

4. Owner, at Owner's sole cost, shall construct all on-site and off-site sewer/wastewater lines and appurtenances needed for the city to provide wastewater service to the Property, and prior to the recordation of this Final Plat, Owner, at no cost to the City, shall have dedicated by separate instrument, in a form approved by the City Attorney or his designee, sewer easement(s) for the areas outside the boundaries of the Final Plat for Phase 2 Parcel 1A within which such sewer/wastewater lines and appurtenances are to be constructed.

5. The Final Plat for Phase 2 Parcel 1A shall not be recorded unless either (i) the Final Plat for El Cidro Phase 2 – Parcel 1F being presented by separate council action concurrently with the Final Plat for Phase 2 Parcel 1A is recorded simultaneously with the Final Plat for Phase 2 Parcel 1A **or** until (i) the Final Plat for Parcel Phase 2 Parcel 1A has been revised to delete the dedication of drainage easements in Tracts S and V; (ii) separate drainage easement(s), in a form acceptable to the City Attorney or his designee, are provided to the City and the El Cidro Homeowners Association, within Tracts S and V and the areas outside the boundaries of Final Plat for Phase 2 Parcel 1A that will accept, contain, retain and dispose of storm waters from the Property and within which drainage facilities need for the retention, conveyance, and disposal of stormwater run-off from the Property pursuant to grading and drainage improvement plans approved for the development of the Property; and (ii) a reference is added to Tracts S and V that drainage easements are dedicated by separate instrument and the recording information for the easements are inserted into the Final Plat for Phase 2 Parcel 1A.

6. The Final Plat for Phase 2 Parcel 1A shall not be recorded unless either (i) the Final Plat for El Cidro Phase 2 – Parcel 1F being presented by separate council action concurrently with the Final Plat for Phase 2 Parcel 1A is recorded simultaneously with the Final Plat for Phase 2 Parcel 1A **or** until (i) easement(s), in a form acceptable to the City Attorney or his designee, located outside the boundaries of the Final Plat for Phase 2 Parcel 1A for the construction, operation, maintenance, repair, removal and replacement of sewer infrastructure needed for the city to provide sewer services to the Property has been provided to the city.

7. Owner shall in-lieu payment for a proportionate share of the cost of a full traffic signal (all four legs) (the "in-lieu payment") for the following intersections. The in-lieu payment shall be based on 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:

    a. 75% of the cost of a full traffic signal at the intersection of Elwood Road and Cotton Lane

    b. 50% of the cost of a full traffic signal at the intersection of Lower Buckeye Road and Cotton Lane

    The in-lieu payment shall be based on 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.

The in-lieu payments required herein shall be paid at the earlier of the following (i) when the signal(s) are warranted or (ii) at the time of issuance of fifty percent (50%) of the building permits for the residential units for development within the property zoned by Ordinance 18-1408, which is 687 residential units (50% of maximum number of residential units of 1,344). Any funds collected by the city from other property owners towards the cost of the traffic signal at Elwood Road and Cotton Lane shall be credited towards the obligation for such signal referred to above.

8. In addition to the specific infrastructure identified herein, Owner shall construct all 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. All infrastructure improvements Owner is required to construct shall be at constructed in conformance with the requirements in place at the time of construction and at no cost to the City.
9. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property shall be issued until all off-site water and sewer infrastructure needed for the city to provide water and sewer service to the Property has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period and until all on-site and off-site drainage facilities needed for the acceptance, conveyance, retention and disposal of storm water as reflected in the approved grading and drainage plans for the Property have been completed.
10. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all open space, landscape, hardscape, entry monuments, walls and other subdivision amenity improvements as required in rezoning Ordinance 2018- 0736638 shall be completed.
11. The Public Sales Report shall include a statement that states El Cidro 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 Air Force Base and/or the Phoenix-Goodyear Airport.

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 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 El Cidro Final PAD was approved by the City Council on March 5, 2007, with the adoption of Ordinance No. 07-1060. Since its adoption, the El Cidro PAD was amended in 2008 (Ordinance No. 08-1111), 2010 (Ordinance No. 10-1215), 2013, (Ordinance No. 13-1285), 2015 (Ordinance No. 15-1327), 2017 (Ordinance No. 17-1352), 2018 (Ordinance No. 18-1387), and 2018 (Ordinance No. 18-1408). These amendments reconfigured existing land uses within the PAD, modified some land use categories, and added new commercial land.

A preliminary plat for El Cidro was approved by the City Council on March 5, 200, and on February 25, 2008, final plats were approved for the following Phase II Parcel 1A, Phase II Parcel 1B, Phase II Parcel 1C, Phase I Parcel 1D, Phase I Parcel 1E, and Phase III Parcel 1F (collectively the 2008 Final Plats). On August 25, 2014, Council rescinded the approvals of the 2008 Final Plats and approved a Preliminary Plat for El Cidro Parcels 1-5. On April 10, 2017, council approved the following final plats, Final Plat for El Cidro Phase I Parcel 3, Final Plat for El Cidro Phase I Parcel 2 and Final Plat for El Cidro Parcel D Phase 1, which subdivided property included within the Preliminary Plat for El Cidro Parcel 1-5. On October 26, 2020, Council approved the following final plats, Final Plat for El Cidro Phase 1 Parcel 1B, Final Plat for El Cidro Parcel 1D, Phase 2 and Final Plat for El Cidro Phase 1 Parcel 1E.

STAFF ANALYSIS:

The final plat substantially conforms to the approved preliminary plat, 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.

ATTACHMENTS:

1. Final Plat for El Cidro Phase 2 – Parcel 1A
2. Council Action Report for Preliminary Plat for El Cidro Parcels 1-5
3. Aerial Photo

FINAL PLAT FOR
EL CIDRO PHASE 2 - PARCEL 1A

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 1 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "EL CIDRO - PHASE 2 PARCEL 1A" A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN 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 LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A - W INCLUSIVE AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL 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 UTILITY IMPROVEMENTS 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 HEREIN 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.

BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS ("OWNER") HEREBY DEDICATES TO THE CITY NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS B, E, H, J, S, AND V INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR 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 THE APPROVED GRADING AND DRAINAGE PLANS (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 HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS B, E, H, J, S, AND V.

BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, DRAINAGE EASEMENTS ACROSS TRACTS B, E, H, J, S, AND V AND ALL AREAS DESIGNATED HEREON AS "DRAINAGE EASEMENTS". THE EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ABOVE GROUND AND BELOW-GROUND PRIVATE DRAINAGE FACILITIES; INCLUDING CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS, RETENTION BASINS, DETENTION BASINS, EROSION CONTROL AREAS, AND DRY WELLS.

BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("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 HEREIN 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.

BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS A-W INCLUSIVE AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE EL CIDRO HOMEOWNERS' ASSOCIATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION TRACTS A-W INCLUSIVE WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE THIS

_____ DAY OF _____ 2022

BY: BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: TROY WAHLBERG
ITS: VICE PRESIDENT

ACKNOWLEDGEMENT

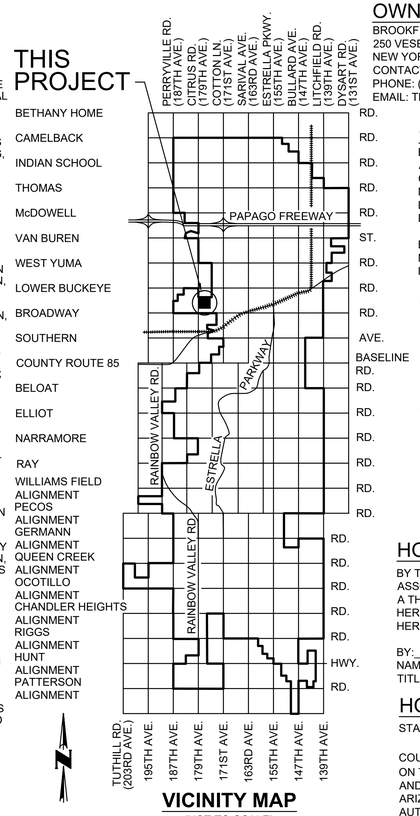
STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)
ON THIS THE _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED TROY WAHLBERG, AND ACKNOWLEDGED HIMSELF TO BE AN AUTHORIZED AGENT OF BROOKFIELD HOLDINGS (CIDRO), L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

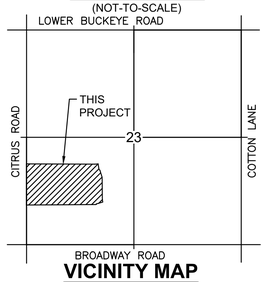
BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC DATE

THIS PROJECT



VICINITY MAP

(NOT-TO-SCALE)



VICINITY MAP

(NOT-TO-SCALE)

FINAL PLAT APPROVAL
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____, 2022.
BY: _____ MAYOR (JOE PIZZILLO)
ATTEST: _____ CITY CLERK (DARCIE McCRACKEN)

FINAL PLAT APPROVAL
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____, 2022.
BY: _____ CITY ENGINEER (SUMEET MOHAN)

OWNER

BROOKFIELD HOLDINGS (CIDRO) L.L.C.
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
CONTACT: TROY WAHLBERG
PHONE: (602) 451-4361
EMAIL: TROY.WAHLBERG@BROOKFIELD.COM

OPTIONEE

WILLIAM RYAN HOMES ARIZONA, INC.
1650 NORTH DYSART ROAD, SUITE 5
GOODYEAR, ARIZONA 85395
CONTACT: CHRIS BRAMWELL
PHONE: (602) 490-8309
EMAIL: CBRAMWELL@WMRYAN.COM

DEVELOPER

LS-GOODYEAR L.L.C.
7600 E DOUBLETREE RANCH RD, STE 240
SCOTTSDALE, ARIZONA 85258
CONTACT: GENE STROJEK
PHONE: (480) 629-4111
EMAIL: GSTROJEK@LANDSEAHOMES.COM

OPTIONEE RATIFICATION AND CONSENT

BY THIS RATIFICATION AND CONSENT, HEATHER DAVENPORT AS VICE PRESIDENT AND WILLIAM BRAMWELL AS ASSISTANT SECRETARY, AS DULY AUTHORIZED AGENTS OF WILLIAM RYAN HOMES ARIZONA, INC., AN ARIZONA CORPORATION, ACKNOWLEDGE AND CONSENT TO RECORDATION OF THIS FINAL PLAT AS PER THE MEMORANDUM OF OPTION AGREEMENT BETWEEN BROOKFIELD HOLDINGS (CIDRO) LLC, A DELAWARE LIMITED LIABILITY COMPANY AND WILLIAM RYAN HOMES ARIZONA, INC., AN ARIZONA CORPORATION AS RECORDED IN DOCUMENT NUMBER 2021-1252140, OF THE RECORDS OF THE MARICOPA COUNTY RECORDER.

BY:_____ DATE:_____
NAME: HEATHER DAVENPORT
ITS: VICE PRESIDENT

BY:_____ DATE:_____
NAME: WILLIAM BRAMWELL
ITS: ASSISTANT SECRETARY

OPTIONEE RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)
ON THIS THE _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED HEATHER DAVENPORT AND WILLIAM BRAMWELL, AND ACKNOWLEDGED THEMSELVES TO BE AUTHORIZED AGENTS OF WILLIAM RYAN HOMES ARIZONA, INC., AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT THEY, AS THE AUTHORIZED AGENTS, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC DATE

HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

BY THIS RATIFICATION AND CONSENT, SARA ANDREWS, DULY AUTHORIZED AGENT OF EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A THROUGH W, INCLUSIVE, REFLECTED HEREIN, THE DEDICATION OF THE VEHICLE NON-ACCESS EASEMENTS REFLECTED HEREIN. THE MAINTENANCE RESPONSIBILITIES OF TRACTS A THROUGH W AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

BY:_____ DATE:_____
NAME: SARA ANDREWS
TITLE: PRESIDENT

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)
ON THIS THE _____ DAY OF _____, 2022, BEFORE ME PERSONALLY APPEARED SARA ANDREWS, AND ACKNOWLEDGED HERSELF TO BE AN AUTHORIZED AGENT OF EL CIDRO HOMEOWNERS ASSOCIATION , AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC DATE

BENCHMARKS

1) BRASS CAP IN HAND HOLE AT THE INTERSECTION OF SARIVAL & LOWER BUCKEYE ROADS. ELEVATION=949.46 (NAVD88 DATUM, CITY OF GOODYEAR DATUM).

2) AN ALUMINUM CAP FLUSH AT THE INTERSECTION OF CITRUS ROAD AND DURANGO STREET ELEVATION = 955.71' (NAVD88 DATUM, CITY OF GOODYEAR DATUM)

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°53'52" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN.

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS FINAL PLAT, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2013, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
RICHARD G ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602) 264-6831
CVLSURVEY@CVLCI.COM

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	KEY MAP, LEGAL DESCRIPTION, AND NOTES
SHEET 3	FINAL PLAT AND LEGEND
SHEET 4	FINAL PLAT
SHEET 5	SETBACK DETAIL, CURVE, LOT, AND TRACT TABLES

COUNTY RECORDER

LENDER'S CONSENT AND SUBORDINATION LANGUAGE

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED NOVEMBER 23, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021 1252137 ENCUMBERING THE PROPERTY SUBJECT TO THIS FINAL PLAT, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS FINAL PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST DATED NOVEMBER 23, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021 1252137.
LS-GOODYEAR, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: LANDSEA HOMES OF ARIZONA LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: LANDSEA HOMES US CORPORATION
A DELAWARE CORPORATION
ITS: MANAGER

BY: _____
NAME: _____
ITS: _____

LENDER'S CONSENT AND SUBORDINATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FINAL PLAT FOR EL CIDRO PHASE 2 - PARCEL 1A WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 2022 BY _____, THE

_____ OF LANDSEA HOMES US CORPORATION, A DELAWARE CORPORATION, THE MANAGER OF LANDSEA HOMES OF ARIZONA LLC, A DELAWARE LIMITED LIABILITY COMPANY THE MANAGING MEMBER OF LS-GOODYEAR, 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 LS-GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

CERTIFICATE OF ASSURED WATER SUPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

SITE SUMMARY			
LAND USE AREAS	SQUARE FEET	ACRES	PERCENT
AREA OF LOTS	1,092,606	25.083	
RIGHT OF WAY	372,635	8.555	
OPEN SPACE TRACTS	274,676	6.306	16
ACTIVE OPEN SPACE	185,369	4.255	67
PASSIVE OPEN SPACE	89,307	2.050	33
TOTAL GROSS AREA	1,739,917	39.943	

UTILITY PROVIDERS

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
TELEPHONE	CENTURYLINK
CABLE	COX COMMUNICATIONS
ELECTRICITY	ARIZONA PUBLIC SERVICE (APS)
GAS	SOUTHWEST GAS CORPORATION
FIRE	CITY OF GOODYEAR
POLICE	CITY OF GOODYEAR

ENGINEER

COE & VAN LOO II L.L.C.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
CONTACT: DOUGLAS W. CHUBIN, P.E.
PHONE: (602) 264-6831
EMAIL: DCHUBIN@CVLCI.COM

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 2-11-22
ARIZONA U.S.A.

SEE SHEET 02 FOR NOTES

GROSS AREA = 39.943 ACRES

SEE SHEET 05 FOR CURVE, TRACT, AND LOT AREA TABLES

SHEET 01 OF 05

CVL Contact: D. CHUBIN
CVL Project #: 0174621

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PROJECT NO. 0174621

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

NO.	REVISION	DATE

COE AND VAN LOO II L.L.C.

COVER SHEET
FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1A
GOODYEAR, ARIZONA

Printed By: TomD Print Date: February 18, 2022 Filename: N:\0\0174621\CADD\Phase 2\Parcel 1A\DS_1A.FPLAT.01-05.dwg

NOTES

A. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY 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.

B. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

D. 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.

1. 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.
2. 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.
3. 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 PAVEMENTS.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. 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

E. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA 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.
6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS PARCEL 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 PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. THIS DEVELOPMENT IS IN PROXIMITY TO THE PROPOSED 303 AND I-10 RELIEVER FREEWAYS AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS.

J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

M. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

N. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

O. 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 PUBLIC UTILITY EASEMENT (PUE).

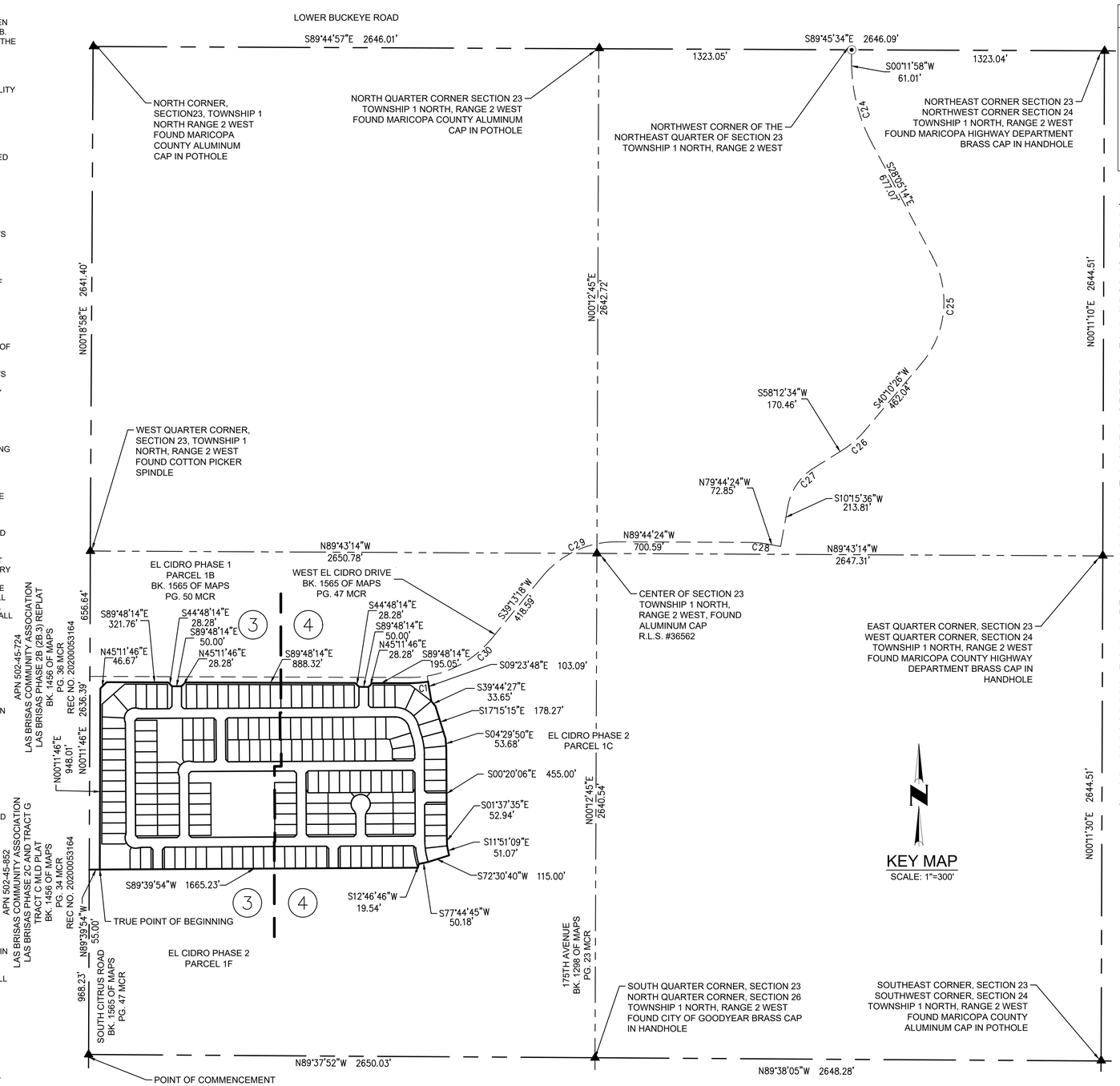
P. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. APPLIES TO LOTS 1, 16, 17, 27, 28, 43, 44, 47, 57, 58, 67, 68, 83, 92, 96, 97, 104, 105, 109, 114, 120, 121, 134, 135, 144, 145, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, AND 163.

Q. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE. APPLIES TO LOTS 82, 93, AND 108.

R. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. APPLIES TO LOTS 1, 16 , 17, 27, 28, 43, 44, 47, 57, 58, 67, 68, 83, 92, 96, 97, 104, 105, 109, 114, 120, 121, 134, 135, 144, 145, AND 163.

S. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NONLIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. APPLIES TO LOTS 4, 25, 75, 112, 119, 123, AND 133.

T. EL CIDRO HOMEOWNERS ASSOCIATION SHALL MAINTAIN ALL OPEN SPACE AREAS, TRAILS, AND OTHER COMMUNITY AMENITIES WITHIN THE PROPERTY AND SHALL MAINTAIN ALL LANDSCAPING BACK OF CURB ALONG ALL ARTERIAL AND COLLECTOR ROADS. THE CITY SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPING WITHIN ANY MEDIANS LOCATED WITHIN ARTERIAL ROADS.



KEY MAP

SCALE: 1"=300'

COUNTY RECORDER

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN POTHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH THE COTTON PICKER SPINDLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 00°11'46" EAST, A DISTANCE OF 2,636.39 FEET;

THENCE NORTH 00°11'46" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 968.23 FEET;

THENCE NORTH 89°39'54" EAST, DEPARTING SAID WEST LINE, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS ROAD, AS RECORDED IN THE MAP OF DEDICATION FOR EL CIDRO INFRASTRUCTURE PHASE 1-B, SOUTH CITRUS ROAD & WEST EL CIDRO DRIVE, IN BOOK 1565 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°11'46" EAST, ALONG SAID ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 948.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EL CIDRO DRIVE AS RECORDED IN SAID MAP OF DEDICATION;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE NORTH 45°11'46" EAST, A DISTANCE OF 46.67 FEET;
THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 321.76 FEET;
THENCE SOUTH 44°48'14" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 45°11'46" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 888.32 FEET;
THENCE SOUTH 44°48'14" EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 45°11'46" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 195.05 FEET; TO THE BEGINNING OF A TANGENT CURVE OF 580.00 FOOT RADIUS, CONCAVE NORTHERLY;

THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°35'34", A DISTANCE OF 97.11 FEET;

THENCE SOUTH 09°23'48" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 103.09 FEET;

THENCE SOUTH 39°44'27" EAST, A DISTANCE OF 33.65 FEET;
THENCE SOUTH 17°15'15" EAST, A DISTANCE OF 178.27 FEET;
THENCE SOUTH 04°29'50" EAST, A DISTANCE OF 53.68 FEET;
THENCE SOUTH 00°20'06" EAST, A DISTANCE OF 455.00 FEET;
THENCE SOUTH 01°37'35" EAST, A DISTANCE OF 52.94 FEET;
THENCE SOUTH 11°51'09" EAST, A DISTANCE OF 51.07 FEET;
THENCE SOUTH 72°30'40" WEST, A DISTANCE OF 115.00 FEET;
THENCE SOUTH 77°44'45" WEST, A DISTANCE OF 50.18 FEET;
THENCE SOUTH 12°46'46" WEST, A DISTANCE OF 19.54 FEET;

THENCE SOUTH 89°39'54" WEST, A DISTANCE OF 1,665.23 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 39.943 ACRES, MORE OR LESS.

SEE SHEET 05 FOR CURVE, TRACT, AND LOT AREA TABLES

CVL CONSULTANTS
CELEBRATING 60 YEARS
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Phoenix, Arizona 85014
(602) 264-6831
www.cvlci.com

DATE | REVISION | NO.

COE AND VAN LOO II L.L.C.

EL CIDRO PHASE 2 - PARCEL 1A
FINAL PLAT
GOODYEAR, ARIZONA

KEY MAP, LEGAL DESCRIPTION, AND NOTES

Registered Land Surveyor CERTIFICATE NO. 33851 RICHARD G. ALCOCER Date Signed 2-17-22 ARIZONA U.S.A.

SHEET 02 OF 05

CVL Contact: D. CHUBIN
CVL Project #: 0174621

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COUNTY RECORDER

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE
- SECTION LINE
- BOUNDARY LINE
- EASEMENT
- (1) SHEET NUMBER
- S.V.E. SIGHT VISIBILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- B/W BACK OF SIDEWALK
- C1 CURVE NUMBER
- B.S.L. BUILDING SETBACK LINE
- R/W RIGHT-OF-WAY
- EX. EXISTING
- M.C.R. MARICOPA COUNTY RECORDER
- ESMT. EASEMENTS
- MISC. MISCELLANEOUS
- BK. BOOK
- PG. PAGE
- REC NO. RECORDING NUMBER
- (1) INDICATES SIGHT VISIBILITY EASEMENT (33'x33')
- (2) KEY LOT 10'x20' VISIBILITY TRIANGLE EASEMENT
- (3) INDICATES SIGHT VISIBILITY LINE PER GOODYEAR G-3232
- * CORNER LOT- DRIVEWAY RESTRICTION
- ** HEADLIGHT INTRUSION LOT
- SINGLE STORY RESTRICTION

SEE SHEET 05 FOR CURVE, TRACT, AND LOT AREA TABLES

SCALE: 1" = 50'

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NO.	REVISION	DATE

COE AND VAN LOO II L.L.C.

FINAL PLAT & LEGEND

EL CIDRO PHASE 2 - PARCEL 1A

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
2-1-22
Date Signed
ARIZONA U.S.A.

SHEET 03 OF 05

CVL Contact: D. CHUBIN

CVL Project #: 0174621

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COUNTY RECORDER

EL CIDRO PHASE 1 PARCEL 1B
BK. 1565 OF MAPS PG. 50 MCR

W EL CIDRO DR
TRACT A
TRACT B
TRACT E
TRACT D
TRACT J
TRACT K
TRACT L
TRACT M
TRACT N
TRACT P
TRACT Q
TRACT R
TRACT W
W ILLINI ST
W ODEUM LN
W SOUTHGATE AVE
S 177TH AVE
S 177TH LN
S 176TH LN
S 177TH DR
W JONES AVE
TRACT C
TRACT O

PROPOSED
EL CIDRO PHASE 2
PARCEL 1C

PROPOSED
EL CIDRO PHASE 2
PARCEL 1F

MATCH SHEET 03

MATCH SHEET 03

SEE SHEET 05 FOR CURVE, TRACT, AND LOT AREA TABLES

SCALE: 1" = 50'

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NO.	REVISION	DATE

COE AND VAN LOO II L.L.C.

FINAL PLAT
EL CIDRO PHASE 2 - PARCEL 1A
GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 2-17-22
ARIZONA U.S.A.

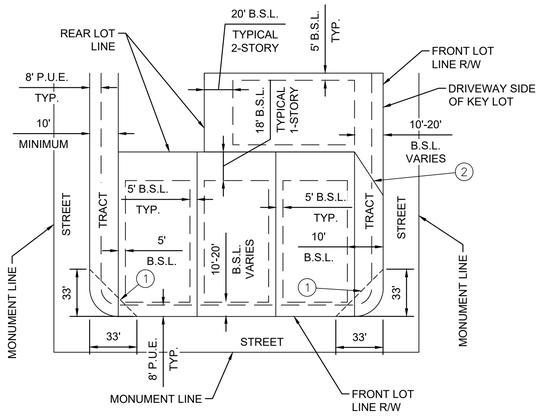
SHEET 04 OF 05

CVL Contact: D. CHUBIN
CVL Project #: 0174621

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TYPICAL LOT SETBACKS AND VISIBILITY RESTRICTIONS

(NOT-TO-SCALE)

(1) 33' X 33' VISIBILITY TRIANGLE EASEMENT

(2) KEY LOT 10'x20' VISIBILITY TRIANGLE EASEMENT

SETBACKS:

FRONT:	10'	SINGLE STORY REAR:	18'
FRONT ENTRY GARAGE FROM B/W:	20'	TW0-STORY REAR:	20'
SIDE TURN GARAGE:	10'	STREET SIDE:	10'
SIDE:	5' & 5'		

VISIBILITY NOTE:

NO OBSTRUCTION EXCEEDING 3 FOOT IN HEIGHT OR TREE WITH BRANCHES LOWER THAN 7 FOOT HIGH ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT

CURVE DATA TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	580.00	97.11	009°35'34"	48.67	96.99	N85°23'59.0"E
2	100.00	127.55	073°04'51"	74.11	119.08	S53°47'40.5"E
3	350.00	103.35	016°55'09"	52.06	102.98	S08°47'40.5"E
4	400.00	117.46	016°49'33"	59.16	117.04	S08°44'52.5"E
5	375.00	110.73	016°55'09"	55.77	110.33	N08°47'40.5"W
6	125.00	159.44	073°04'51"	92.63	148.85	N53°47'40.5"W
7	75.00	95.66	073°04'51"	55.58	89.31	S53°47'40.5"E
8	325.00	95.97	016°55'09"	48.34	95.62	S08°47'40.5"E
9	55.00	16.65	017°20'29"	8.39	16.58	N81°39'51.5"W
10	55.00	119.69	124°40'58"	104.94	97.43	S44°39'54.0"W
11	55.00	16.65	017°20'29"	8.39	16.58	S09°00'20.5"E
12	50.00	36.14	041°24'35"	18.90	35.36	N20°22'11.5"E
13	50.00	229.35	262°49'10"	---	75.00	S89°39'54.0"W
14	50.00	36.14	041°24'35"	18.90	35.36	S21°02'23.5"E
15	375.00	112.27	017°09'14"	56.56	111.85	N08°54'43.0"W
16	425.00	85.66	011°32'53"	42.98	85.52	S11°05'50.5"E
17	55.00	16.65	017°20'29"	8.39	16.58	N81°39'51.5"W
18	55.00	119.69	124°40'58"	104.94	97.43	S44°39'54.0"W
19	55.00	16.65	017°20'29"	8.39	16.58	S09°00'20.5"E
20	55.00	16.65	017°20'29"	8.39	16.58	S08°20'08.5"W
21	55.00	119.69	124°40'58"	104.94	97.43	S45°20'06.0"E
22	55.00	16.65	017°20'29"	8.39	16.58	N80°59'39.5"E
23	435.00	115.43	015°12'15"	58.06	115.09	N11°30'25.5"W
24	900.00	444.33	028°17'12"	226.79	439.83	S13°56'38.0"E
25	500.00	595.69	068°15'40"	338.92	561.08	S06°02'36.0"W
26	500.00	157.39	018°02'08"	79.35	156.74	S49°11'30.0"W
27	300.00	251.07	047°56'58"	133.41	243.80	S34°14'05.0"W
28	500.00	87.26	010°00'00"	43.74	87.16	N84°44'24.0"W
29	500.00	445.39	051°02'18"	238.69	430.81	S64°44'27.0"W
30	550.00	489.32	050°58'28"	262.19	473.34	S64°42'32.0"W

TRACT	SQUARE FEET	ACRES	DESCRIPTION	MAINTAINED BY / OWNED BY
TRACT-A	14,675	0.337	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-B	10,024	0.230	OPEN SPACE, P.U.E, LANDSCAPING/DRAINAGE	HOA
TRACT-C	1,082	0.025	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-D	1,005	0.023	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-E	13,110	0.301	OPEN SPACE, P.U.E, LANDSCAPING,DRAINAGE	HOA
TRACT-F	2,160	0.050	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-G	2,160	0.050	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-H	32,277	0.741	OPEN SPACE, P.U.E, LANDSCAPING,DRAINAGE	HOA
TRACT-I	2,160	0.050	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-J	130,813	3.003	OPEN SPACE, P.U.E, LANDSCAPING, DRAINAGE	HOA
TRACT-K	980	0.022	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-L	980	0.022	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-M	2,460	0.056	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-N	2,460	0.056	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-O	1,082	0.025	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-P	1,007	0.023	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-Q	1,080	0.025	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-R	1,080	0.025	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-S	9,169	0.211	OPEN SPACE, P.U.E, LANDSCAPING, DRAINAGE	HOA
TRACT-T	1,080	0.025	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-U	1,080	0.025	OPEN SPACE, P.U.E, LANDSCAPING	HOA
TRACT-V	41,490	0.952	OPEN SPACE, P.U.E, LANDSCAPING, DRAINAGE	HOA
TRACT-W	1,263	0.029	OPEN SPACE, P.U.E, LANDSCAPING	HOA

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	163
TOTAL NUMBER OF TRACTS	23
GROSS RESIDENTIAL DENSITY	4.04 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
AREA OF LOTS	1,092,606	25.083
RIGHT OF WAY	372,635	8.555
TRACTS	274,676	6.306
TOTAL GROSS AREA	1,739,917	39.943

LOT NUMBER	SQUARE FEET	ACRES
LOT-1	6,960	0.160
LOT-2	6,932	0.159
LOT-3	6,904	0.158
LOT-4	6,876	0.158
LOT-5	6,848	0.157
LOT-6	6,820	0.157
LOT-7	6,792	0.156
LOT-8	6,764	0.155
LOT-9	6,736	0.155
LOT-10	6,708	0.154
LOT-11	6,680	0.153
LOT-12	6,652	0.153
LOT-13	6,624	0.152
LOT-14	6,596	0.151
LOT-15	6,568	0.151
LOT-16	6,540	0.150
LOT-17	6,944	0.159
LOT-18	6,431	0.148
LOT-19	9,980	0.229
LOT-20	9,462	0.217
LOT-21	9,404	0.216
LOT-22	7,713	0.177
LOT-23	7,890	0.181
LOT-24	7,541	0.173
LOT-25	6,335	0.145
LOT-26	6,335	0.145
LOT-27	6,333	0.145
LOT-28	7,096	0.163
LOT-29	6,977	0.160
LOT-30	11,731	0.269
LOT-31	6,325	0.145
LOT-32	6,325	0.145
LOT-33	6,325	0.145
LOT-34	6,325	0.145
LOT-35	6,325	0.145
LOT-36	6,325	0.145
LOT-37	6,325	0.145
LOT-38	6,325	0.145
LOT-39	6,325	0.145
LOT-40	6,325	0.145
LOT-41	6,325	0.145
LOT-42	6,325	0.145
LOT-43	6,323	0.145
LOT-44	6,323	0.145
LOT-45	6,325	0.145
LOT-46	6,325	0.145
LOT-47	6,323	0.145
LOT-48	6,325	0.145
LOT-49	6,325	0.145
LOT-50	6,325	0.145
LOT-51	6,325	0.145
LOT-52	6,325	0.145
LOT-53	6,325	0.145
LOT-54	6,325	0.145
LOT-55	6,325	0.145
LOT-56	6,325	0.145
LOT-57	6,323	0.145
LOT-58	6,323	0.145
LOT-59	6,325	0.145
LOT-60	6,325	0.145
LOT-61	6,325	0.145
LOT-62	6,325	0.145
LOT-63	6,268	0.144
LOT-64	6,184	0.142
LOT-65	6,115	0.140
LOT-66	6,323	0.145
LOT-67	6,323	0.145
LOT-68	6,898	0.158
LOT-69	6,325	0.145
LOT-70	6,325	0.145
LOT-71	6,325	0.145
LOT-72	6,325	0.145
LOT-73	6,325	0.145
LOT-74	6,325	0.145
LOT-75	6,325	0.145
LOT-76	6,325	0.145
LOT-77	6,325	0.145
LOT-78	6,325	0.145
LOT-79	6,325	0.145
LOT-80	6,325	0.145
LOT-81	6,325	0.145
LOT-82	9,692	0.222
LOT-83	6,323	0.145
LOT-84	6,325	0.145
LOT-85	6,325	0.145
LOT-86	6,325	0.145
LOT-87	6,325	0.145
LOT-88	6,325	0.145

LOT NUMBER	SQUARE FEET	ACRES
LOT-89	6,325	0.145
LOT-90	6,325	0.145
LOT-91	6,325	0.145
LOT-92	6,323	0.145
LOT-93	6,425	0.147
LOT-94	6,325	0.145
LOT-95	6,325	0.145
LOT-96	6,323	0.145
LOT-97	7,973	0.183
LOT-98	7,961	0.183
LOT-99	7,038	0.162
LOT-100	7,005	0.161
LOT-101	7,005	0.161
LOT-102	7,038	0.162
LOT-103	7,961	0.183
LOT-104	7,973	0.183
LOT-105	6,323	0.145
LOT-106	6,325	0.145
LOT-107	6,325	0.145
LOT-108	6,425	0.147
LOT-109	6,333	0.145
LOT-110	6,335	0.145
LOT-111	6,335	0.145
LOT-113	6,800	0.156
LOT-113	7,226	0.166
LOT-114	7,223	0.166
LOT-115	6,325	0.145
LOT-116	6,325	0.145
LOT-117	6,325	0.145
LOT-118	6,325	0.145
LOT-119	6,325	0.145
LOT-120	6,323	0.145
LOT-121	6,323	0.145
LOT-122	6,325	0.145
LOT-123	6,325	0.145
LOT-124	6,325	0.145
LOT-125	6,325	0.145
LOT-126	6,325	0.145
LOT-127	6,325	0.145
LOT-128	6,325	0.145
LOT-129	6,325	0.145
LOT-130	6,325	0.145
LOT-131	6,325	0.145
LOT-132	6,325	0.145
LOT-133	6,325	0.145
LOT-134	6,323	0.145
LOT-135	6,323	0.145
LOT-136	6,325	0.145
LOT-137	6,325	0.145
LOT-138	6,325	0.145
LOT-139	6,325	0.145
LOT-140	6,325	0.145
LOT-141	6,325	0.145
LOT-142	6,325	0.145
LOT-143	6,325	0.145
LOT-144	6,323	0.145
LOT-145	6,322	0.145
LOT-146	6,115	0.140
LOT-147	6,838	0.157
LOT-148	6,969	0.160
LOT-149	6,944	0.159
LOT-150	6,916	0.159
LOT-151	6,888	0.158
LOT-152	6,860	0.157
LOT-153	6,832	0.157
LOT-154	6,804	0.156
LOT-155	6,776	0.156
LOT-156	6,748	0.155
LOT-157	6,720	0.154
LOT-158	6,888	0.158
LOT-159	11,233	0.258
LOT-160	11,036	0.253
LOT-161	7,041	0.162
LOT-162	7,066	0.162
LOT-163	7,038	0.162

COUNTY RECORDER

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

DATE

REVISION

NO.

COE AND VAN LOO II L.L.C.

SETBACK DETAIL, CURVE, LOT, AND TRACT TABLES

FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1A

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed 2-11-22
ARIZONA U.S.A.

SHEET 05 OF 05

CVL Contact: D. CHUBIN

CVL Project #: 0174621

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PROJECT NO. 0174621

Printed By: **TomD** Print Date: **February 18, 2022** Filename: N:\0\0174621\CADD\Phase 2\Parcel 1A\DS-1A.FPLAT.01-05.dwg

AGENDA ITEM #_____
DATE: August 25, 2014
COAC NUMBER: 14-5338

CITY OF GOODYEAR
CITY COUNCIL ACTION FORM

SUBJECT: Preliminary plat for El Cidro Parcels 1 – 5.	**STAFF PRESENTER**: Steve Careccia, Planner III **CASE NUMBER:** 13-500-00009 **APPLICANT**: Dave Coble, CVL Consultants, on behalf of BET Investments

RECOMMENDATION:

Rescind the February 25, 2008 approvals for the El Cidro Parcels 1A, 1B, 1C, 1D, 1E and 1F final plats, in their entirety, and approve a request for a preliminary plat subdividing approximately 328.4 acres into 1,260 single-family residential lots for a development known as El Cidro generally located south of Lower Buckeye Road, along Cotton Lane and along the proposed Loop 303 freeway corridor, subject to the following stipulations:

1. Compliance with the stipulations stated in Ordinance Nos. 07-1060, 08-1111, and 10-1215, the ordinances establishing the El Cidro PAD. If the property owner or developer fails to comply with any of the stipulations contained in said Ordinances, or fails to comply with any other City codes and regulations in the development of the El Cidro PAD, then the City Engineer, or designee, with respect to such property owner or developer, may suspend the issuance of building or construction permits within the subdivision parcel in violation until the developer or homebuilder cures the item in default;

2. The property owner and/or developer shall enter into a development agreement with the City of Goodyear prior to City Council approval of any final plat for El Cidro. Said development agreement shall address, among other items, the provision of adequate infrastructure and services required to serve the property, including traffic signal participation, West Goodyear utility line cost recovery reimbursements and improvements, and participation in West Goodyear Utility Study costs;

3. All final plats for El Cidro shall demonstrate adequate access, fire flow, water and wastewater to accommodate the subdivision prior to approval of any building permit for the subdivision;

4. The property owner and/or developer shall apply to the Department of Water Resources (DWR) for the extinguishment of the Type 1 Rights appurtenant to El Cidro and request that any assured water supply credits issued by DWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any final plat for El Cidro;

5. The property owner and/or developer shall provide for a waiver agreement, which shall run with the land, for each initial homebuyer to sign, and shall include the following statement in the waiver agreement: "El Cidro 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 Air Force Base and/or the Phoenix-Goodyear Airport. The Owner does release and discharge the City of Goodyear and the developer from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from the operation of such aircraft near and over the area;"

6. The Public Sales Report and final plat shall include a statement that El Cidro 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 Air Force Base and/or the Phoenix-Goodyear Airport;

7. The property owner and/or developer shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a 24-inch by 36-inch map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted;

8. The following information shall be disclosed in the Public Sales Report, noted on the final plat and provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: "El Cidro is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses;"

9. The following information shall be disclosed in the Public Sales Report, noted on the final plat and provided in a separate acknowledgement, which shall run with the land, for each initial homebuyer to sign: "El Cidro is in proximity to the proposed Loop 303 and I-10 Reliever freeways and may be subject to potential noise intrusion, vibrations, dust and all other effects that may be caused by said freeways;"

10. The final plat notes shall indicate those lots where dwelling units will be subject to headlight intrusion into living areas, and a corresponding symbol shall be added on each lot throughout the final plat;

11. All development on the subject property shall comply with the prevailing City of Goodyear Design Guidelines;

12. The property owner and/or developer shall de-emphasize the garage element of all dwelling units by using techniques such as front porches and livable areas of the home that project forward of the garage, side entry or recessed garages, or other design elements acceptable to the Development Services Director, or designee;

13. Four-sided architecture is required for all dwelling units within the El Cidro development. Architectural details provided on the front elevation shall also be provided on the side and rear elevations of the building;

14. Dwelling units with the same elevation or color scheme within El Cidro shall not be placed side-by-side or across the street from each other, unless the elevation is fundamentally different as determined by the Development Services Director, or designee;

15. The property owner and/or developer shall provide and install a front yard landscape package for each lot within 60 days of issuance of the Certificate of Occupancy for the dwelling on that lot, and the CC&R's shall contain language reflecting this requirement;

16. No more than three two-story homes shall be permitted side-by-side, and three consecutive two-story homes must be followed by a minimum of two single-story homes;

17. No two-story homes shall be permitted on corner lots or on lots abutting or adjacent to an arterial street unless there is a 35-foot wide landscape tract between the street right-of-way and the lot line;

18. The final plat notes shall specify the lot numbers subject to two-story restrictions, and a corresponding symbol shall be added on each lot throughout the plat;

19. Driveways upon key lots shall be located on the opposite side of the lot from the view obstruction;

20. The property owner and/or developer shall establish a Homeowners Association (HOA) for El Cidro, with said HOA owning and maintaining all open space areas, trails, and other community amenities and maintaining all arterial and collector road rights-of-way landscaping except for arterial median landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these tracts;

21. Trees shall be placed in the area between the curb and sidewalk along all local streets. One street tree per 25 feet of street frontage is required to be planted within this area. Landscape plans for the local streets shall be included in the landscape construction plans provided to the Engineering Department;

22. The HOA shall maintain the right-of-way landscaping between the curb and sidewalk along the local streets. Any street tree or other planting that is removed shall be promptly replaced by the HOA within 30 days of removal. The final plat general notes shall indicate HOA maintenance responsibility for this area;

23. All lots adjacent to internal open space areas shall have rear yard view fences. Those lots that have view fences shall be required to complete their rear yard landscaping within 90 days of the issuance of a Certificate of Occupancy for the dwelling;

24. The property owner and/or developer shall improve all tot lots within the project with approved shade canopies over the play equipment;

25. The property owner and/or developer shall provide pedestrian-scale security lighting for all trails and active recreational areas within the project;

26. The location of mail boxes is to be integrated within the development and the design shall utilize the same types of building materials used throughout the development. The location and design of the mail boxes shall be included within the landscape construction plans for the subdivision;

27. The property owner and/or developer shall ensure that all perimeter walls viewable from public roadways have an exposed face not to exceed eight feet in height; and,

28. The abandonment of 175th Avenue and a portion of Elwood Street shall be completed concurrently with the first final plat in Phases I or II.

PURPOSE:

The request is for approval of a preliminary plat for El Cidro Parcels 1 – 5. The preliminary plat consists of 328.4 acres that will be subdivided into 1,260 single family residential lots. The proposed El Cidro preliminary plat is consistent with the requirements of the City's Subdivision Regulations, Design Guidelines and the development standards contained within the proposed El Cidro Final Planned Area Development. The proposed project density is consistent with the City's General Plan, and the proposed development will be compatible with the surrounding area. The Planning and Zoning Commission unanimously voted (4-0) to forward a recommendation of approval to the City Council.

BACKGROUND AND COMMUNITY BENEFIT:

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.

Historical Information:

The General Plan Land Use Map designates the subject property as Low Density Residential (2-4 du/ac) and Low-Medium Density Residential (4-6 du/ac).

The El Cidro Final PAD was approved by the City Council on March 5, 2007, with the adoption of Ordinance No. 07-1060. The El Cidro PAD has since been amended in 2008, 2010 and 2013. These amendments reconfigured existing land uses within the PAD, modified some land use categories, and added new commercial land.

A preliminary plat for El Cidro was approved by the City Council on March 5, 2007. This preliminary plat consisted of 333.75 acres that was subdivided into 1,323 single family lots. The basic design and configuration of the currently requested preliminary plat are similar to those of the previously approved preliminary plat.

Final plats for Parcels 1A – 1F were approved by the City Council on February 25, 2008. These final plats were never recorded. Given the time that had passed since the approval of the original preliminary plat, and the changes to the area as a result of the regional drainage channel being constructed by the Flood Control District, the property owner has submitted a new preliminary plat application.

Surrounding Properties:

Land uses surrounding the subject property include the following:

- North – Lower Buckeye Road, the approved La Jolla Vista single-family residential development with a density of 3.58 du/ac, the proposed Cotton Commons single-family residential development with a proposed density of 3.55 du/ac and a proposed high school site.
- South – Broadway Road and properties within Maricopa County zoned Rural Residential (R-43).
- West – Citrus Road and the approved Las Brisas Phase II single-family residential development with an approved density of 3.57 du/ac.
- East – Flood Control District drainage channel, proposed Loop 303 Freeway corridor, commercial and industrial properties within the El Cidro PAD, Cotton Lane and properties within Maricopa County zoned Rural Residential (R-43).

Details of the Request:

The request is for approval of a preliminary plat for El Cidro Parcels 1 – 5. Parcel 1 is proposed to be further separated into Parcels 1A – 1F. The overall preliminary plat consists of 328.4 acres that will be subdivided into 1,260 single family residential lots. The Preliminary Data Table from the preliminary plat is provided below:

PRELIMINARY DATA TABLE

PARCEL	LAND USE DESIGNATION	MINIMUM LOT SIZE	DWELLING UNITS (DU)	GROSS AREA (AC)	GROSS DENSITY (DU/AC)	NET AREA (AC)	NET DENSITY (DU/AC)
1A	SINGLE-FAMILY RESIDENTIAL	55' X 115'	164	41.14	3.99	39.94	4.11
1B	SINGLE-FAMILY RESIDENTIAL	60' X 120'	164	49.65	3.30	48.66	3.37
1C	SINGLE-FAMILY RESIDENTIAL	50' X 115'	162	36.57	4.43	36.57	4.43
1D	SINGLE-FAMILY RESIDENTIAL	55' X 115'	159	44.07	3.61	44.07	3.61
1E	SINGLE-FAMILY RESIDENTIAL	50' X 115'	102	24.02	4.25	24.02	4.25
1F	SINGLE-FAMILY RESIDENTIAL	50' X 115'	157	37.71	4.16	35.66	4.40
2	SINGLE-FAMILY RESIDENTIAL	45' x 110'	35	11.79	2.97	11.79	2.97
3	SINGLE-FAMILY RESIDENTIAL	45' X 110'	70	17.30	4.05	17.30	4.05
4	SINGLE-FAMILY RESIDENTIAL	60' X 120'	153	42.42	3.61	42.42	3.61
5	SINGLE-FAMILY RESIDENTIAL	45' x 110'	94	23.73	3.96	22.79	4.12
TOTALS			1260	328.40	3.84	323.22	3.90

The preliminary plat provides for the following development standards as established in the El Cidro PAD:

- Front setback – 10 feet to living area, porch or side entry garage, 20 feet to front facing garage.
- Side setbacks – 5 feet and 10 feet, with 15 feet between adjacent homes, for the 50 – 60-foot wide lots. Five and 5 feet, with 10 feet between adjacent homes, for the 45-foot wide lots.
- Rear setback – 20 feet for the 50 – 60-foot wide lots, 10 feet for the 45-foot wide lots.
- Maximum building height – 30 feet.

The El Cidro development will have access to Lower Buckeye Road, Citrus Road, Elwood Street and Cotton Lane. These roads serve as the arterial connections to the development as well as provide points of access. All roadways within the development will be built to City standards and dedicated to the City of Goodyear.

Approximately 58.25 acres of open space (18%) are proposed in the El Cidro development. Amenities proposed within the El Cidro development include a central community park, several mini-parks with tot lots, and a trail systems. The mini-parks will be improved with ramadas, playground areas, picnic and barbeque areas, and open turf areas. The HOA will maintain all community open space tracts, amenities, and right-of-way landscaping.

Staff Analysis and Findings:
The proposed El Cidro preliminary plat is consistent with the requirements of the City's Subdivision Regulations, Design Guidelines and the development standards contained within the proposed El Cidro Final Planned Area Development. The proposed project density is consistent with the City's General Plan, and the proposed development will be compatible with the surrounding area.

The proposed preliminary plat design layout provides for the orderly development of the area and contains adequate provisions for the extension and construction of necessary facilities to serve the development.

DEPARTMENTAL/FUNCTIONAL IMPACTS:

Phoenix-Goodyear Airport Impact:
The subject property is located within the Phoenix-Goodyear Airport Traffic Pattern Airspace. However, the property is located over three and one half miles from the 65 LDN noise contour line and should not be significantly impacted by airport noise.

Luke AFB Impact:
The subject property is located within the vicinity of a military airport and is approximately five miles from the high noise zone and accident potential zones. Luke AFB has commented that the proposed El Cidro development complies with the recommended densities as stated in the Graduated Density Concept (GDC), and recommends that the developer pursue an aggressive notification procedure to inform potential homebuyers of base operations.

Fire/Response Times Impact:
The nearest fire station to the subject property is Fire Station No. 4 located at the intersection of Yuma Road and Wildflower Drive/Village Boulevard at a distance of approximately 2.5 miles.

Schools Impact:
The planned El Cidro development lies within the jurisdiction of the Avondale Elementary School District and the Agua Fria Union High School District. The property owner has entered into an agreement with the respective school districts allocating $1,300.00 per residential lot to the districts – $845 to the Avondale Elementary School District and $445 to the Agua Fria Union High School District.

Solid Waste Impact:
Residential solid waste collection will be provided at curbside by the City of Goodyear in accordance with standard solid waste collection policy.

Stormwater Impact:
The developer will be required to retain all stormwater drainage generated by this development on the site. Off-site flows that currently pass through the site will need to be accommodated.

A regional flood control channel constructed by the Flood Control District of Maricopa County is generally located along the east boundary of the residential portion of El Cidro. Construction of the channel improvements in this area is ongoing.

Streets/Transportation/Access Impact:
Access to the El Cidro PAD will be provided by Cotton Lane, Lower Buckeye Road, Citrus Road, Elwood Road, and MC 85. Internal circulation will be provided by a system of collector and local roadways. Right-of-way for the future Loop 303 has been preserved and is under the ownership of the City of Goodyear. This freeway corridor is generally located along the east boundary of the residential portion of El Cidro, east of the flood control channel. The final location and configuration of the Loop 303 freeway through this area has yet to be been determined. As such, specific noise abatement measures, such as sound walls, have not been addressed with this application. Once the freeway design has been finalized, the effectiveness and use of noise abatement measures can be addressed. In the interim, Stipulation No. 49 of Ordinance No. 07-1060, which established the El Cidro PAD, requires the developer to construct an eight-foot high theme wall along the east boundary of those residential parcels adjacent to the freeway corridor concurrent with the construction of the subdivision improvements for those parcels.

Stipulation No. 17 of Ordinance No. 07-1060, which established the El Cidro PAD, sets forth the developer's financial responsibility for specific traffic signals. The costs and financial responsibility for traffic signals will be further addressed in a development agreement that will be required before any final plat for the property can be approved by the City Council.

Water/Wastewater Impact:
The City of Goodyear will provide water and wastewater service to the development. Water and wastewater service will be provided through lines installed through the West Goodyear Cost Recovery. As such, the property owner may be responsible for installing certain lines or paying their proportionate share. The provision of these services will be further addressed in a development agreement that will be required before any final plat for the property can be approved by the City Council.

PREVIOUS ACTION AND DISCUSSION:

A preliminary plat for El Cidro was approved by the City Council on March 5, 2007.

Planning and Zoning Commission:
The Planning and Zoning Commission considered this item at its regular meeting of July 16, 2014. The Commission unanimously voted (4-0) to forward a recommendation of approval to the City Council. No one from the public spoke on this item.

FISCAL ANALYSIS:

A fiscal analysis was not conducted for this item.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat
3. Site Plan
4. Open Space & Amenity Plan

Final Plat for El Cidro Phase 2 - Parcel 1A
South of W El Cidro Drive
East of S Citrus Road
West of S 175th Avenue



21-520-00016 Final Plat for El Cidro Phase 2 - Parcel 1A

ITEM #: 16.
DATE: 03/28/2022
AI #:761

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR El CIDRO PHASE 2 – PARCEL 1F

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

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OTHER PRESENTER(S):

Douglas Chubin, P.E., CVL Consultants

SUMMARY

A Final Plat subdividing approximately 37.7 acres into 162 lots and 14 tracts at the northeast corner of Citrus and Broadway Roads, within the El Cidro Planned Area Development (PAD).

Recommendation

Approve the final plat for El Cidro Phase 2 – Parcel 1F, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Final Plat for Phase 2 Parcel 1F required by the City Engineer shall be made prior to the recordation of the final plat.

2. Prior to recordation of the Final Plat for Phase 2 Parcel 1F, 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. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat for Phase 2 Parcel 1F is authorized to do so.

3. Prior to recordation of the Final Plat, an in-lieu payment shall be paid to the City for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that to be installed within the section of W. Broadway Road along or adjacent to the frontage of the Property. The in-lieu payment shall be based on the actual cost of the improvements if already constructed or, if not constructed, on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee

4. Owner, at Owner's sole cost, shall construct all on-site and off-site sewer/wastewater lines and appurtenances needed for the city to provide wastewater service to the Property, and prior to the recordation of this Final Plat, Owner, at no cost to the City, shall have dedicated by separate instrument, in a form approved by the City Attorney or his designee, sewer easement(s) for the areas outside the boundaries of the Final Plat for Phase 2 Parcel 1F within which such sewer/wastewater lines and appurtenances are to be constructed.

5. The Final Plat for Phase 2 Parcel 1F shall not be recorded unless either (i) the Final Plat for El Cidro

Phase 2 – Parcel 1A being presented by separate council action concurrently with the Final Plat for Phase 2 Parcel 1F is recorded simultaneously with the Final Plat for Phase 2 Parcel 1F or until (i) the Final Plat for Parcel Phase 2 Parcel 1F has been revised to delete the dedication of drainage easements in Tracts A and D; (ii) separate drainage easement(s), in a form acceptable to the City Attorney or his designee, are provided to the City and the El Cidro Homeowners Association, within Tracts A and D and the areas outside the boundaries of Final Plat for Phase 2 Parcel 1F that will accept, contain, retain and dispose of storm waters from the Property and within which drainage facilities need for the retention, conveyance, and disposal of stormwater run-off from the Property pursuant to grading and drainage improvement plans approved for the development of the Property; and (ii) a reference is added to Tracts A and D that drainage easements are dedicated by separate instrument and the recording information for the easements are inserted into the Final Plat for Phase 2 Parcel 1F.

6. The Final Plat for Phase 2 Parcel 1F shall not be recorded unless either (i) the Final Plat for El Cidro Phase 2 – Parcel 1A being presented by separate council action concurrently with the Final Plat for Phase 2 Parcel 1F is recorded simultaneously with the Final Plat for Phase 2 Parcel 1F or until (i) easement(s), in a form acceptable to the City Attorney or his designee, located outside the boundaries of the Final Plat for Phase 2 Parcel 1F for the construction, operation, maintenance, repair, removal and replacement of water infrastructure needed for the city to provide water services to the Property has been provided to the city.

7. Owner shall in-lieu payment for a proportionate share of the cost of a full traffic signal (all four legs) (the “in-lieu payment”) for the following intersections. The in-lieu payment shall be based on 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:

a. 75% of the cost of a full traffic signal at the intersection of Elwood Road and Cotton Lane
b. 50% of the cost of a full traffic signal at the intersection of Lower Buckeye Road and Cotton Lane

The in-lieu payment shall be based on 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. The in-lieu payments required herein shall be paid at the earlier of the following (i) when the signal(s) are warranted or (ii) at the time of issuance of fifty percent (50%) of the building permits for the residential units for development within the property zoned by Ordinance 18-1408, which is 687 residential units (50% of maximum number of residential units of 1,344). Any funds collected by the city from other property owners towards the cost of the traffic signal at Elwood Road and Cotton Lane shall be credited towards the obligation for such signal referred to above.

8. In addition to the specific infrastructure identified herein, Owner shall construct all 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. All infrastructure improvements Owner is required to construct shall be at constructed in conformance with the requirements in place at the time of construction and at no cost to the City.

9. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property shall be issued until all off-site water and sewer infrastructure needed for the city to provide water and sewer service to the Property has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period and until all on-site and off-site drainage facilities needed for the acceptance, conveyance, retention and disposal of storm water as reflected in the approved grading and drainage plans for the Property have been completed.

10. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all open space, landscape, hardscape, entry monuments, walls and other subdivision amenity improvements as required in rezoning Ordinance 2018- 0736638 shall be completed.

11. The Public Sales Report shall include a statement that states El Cidro 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 Air Force Base and/or the Phoenix-Goodyear Airport.

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 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 El Cidro Final PAD was approved by the City Council on March 5, 2007, with the adoption of Ordinance No. 07-1060. Since its adoption, the El Cidro PAD was amended in 2008 (Ordinance No. 08-1111), 2010 (Ordinance No. 10-1215), 2013, (Ordinance No. 13-1285), 2015 (Ordinance No. 15-1327), 2017 (Ordinance No. 17-1352), 2018 (Ordinance No. 18-1387), and 2018 (Ordinance No. 18-1408). These amendments reconfigured existing land uses within the PAD, modified some land use categories, and added new commercial land.

A preliminary plat for El Cidro was approved by the City Council on March 5, 200, and on February 25, 2008, final plats were approved for the following Phase II Parcel 1A, Phase II Parcel 1B, Phase II Parcel 1C, Phase I Parcel 1D, Phase I Parcel 1E, and Phase III Parcel 1F (collectively the 2008 Final Plats). On August 25, 2014, Council rescinded the approvals of the 2008 Final Plats and approved a Preliminary Plat for El Cidro Parcels 1-5. On April 10, 2017, council approved the following final plats, Final Plat for El Cidro Phase I Parcel 3, Final Plat for El Cidro Phase I Parcel 2 and Final Plat for El Cidro Parcel D Phase 1, which subdivided property included within the Preliminary Plat for El Cidro Parcel 1-5. On October 26, 2020, Council approved the following final plats, Final Plat for El Cidro Phase 1 Parcel 1B, Final Plat for El Cidro Parcel 1D, Phase 2 and Final Plat for El Cidro Phase 1 Parcel 1E.

STAFF ANALYSIS

The final plat substantially conforms to the approved preliminary plat, 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.

Attachments

Final Plat El Cidro 1F

Aerial Photo

FINAL PLAT FOR
EL CIDRO PHASE 2 - PARCEL 1F

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

THAT PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "EL CIDRO - PHASE 2 PARCEL 1F" A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN 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 LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A - N INCLUSIVE AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL 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 UTILITY IMPROVEMENTS 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 HEREIN 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.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, A WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE AND UNDER ALL AREAS WITHIN TRACT H DESIGNATED AS SEWER EASEMENT AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE AND ACCESS EASEMENT AREA"). THE WASTEWATER LINE AND ACCESS EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS ABOVE AND UNDER THE WASTEWATER LINE ACCESS EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE AND ACCESS EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE, OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE AND ACCESS EASEMENT AREA AND THE WASTEWATER LINE AND ACCESS EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WASTEWATER FACILITIES ARE NOT BEING LOCATED WITHIN THE 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 WASTEWATER LINE ACCESS EASEMENT AREA AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WASTEWATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR AND REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. 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. THE WASTEWATER LINE 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 WASTEWATER LINE AND ACCESS EASEMENT AREA.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS ("OWNER") HEREBY DEDICATES TO THE CITY NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, D, H, J, K, L, AND N INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR 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 THE APPROVED GRADING AND DRAINAGE PLANS (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 HEREIN 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, D, H, J, K, L, AND N.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, DRAINAGE EASEMENTS ACROSS TRACTS A, D, H, J, K, L, AND N AND ALL AREAS DESIGNATED HEREON AS "DRAINAGE EASEMENTS". THE EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ABOVE GROUND AND BELOW-GROUND PRIVATE DRAINAGE FACILITIES; INCLUDING CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS, RETENTION BASINS, DETENTION BASINS, EROSION CONTROL AREAS, AND DRY WELLS.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL 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 HEREIN 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.

PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DECLARES TRACTS A-N INCLUSIVE AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE EL CIDRO HOMEOWNERS' ASSOCIATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ALL TRACTS WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE THIS

_____ DAY OF _____ 2022

BY: PULTE HOME COMPANY L.L.C.,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____ , 2022, BEFORE ME

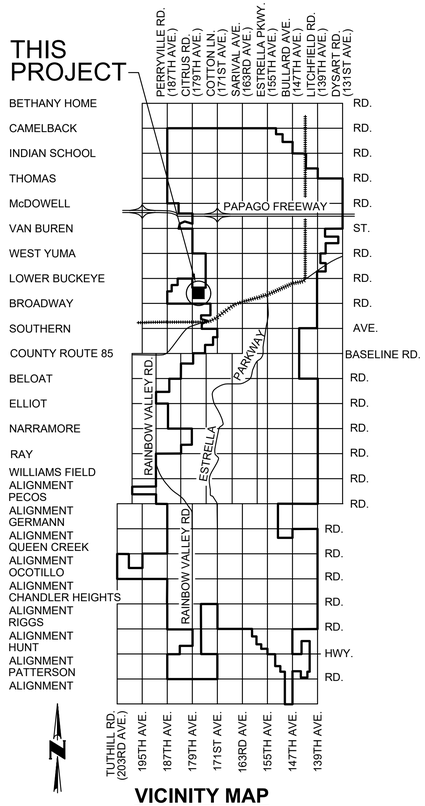
PERSONALLY APPEARED _____, AND ACKNOWLEDGED HIMSELF/HERSELF TO BE AN AUTHORIZED AGENT OF PULTE HOME COMPANY L.L.C., A MICHIGAN LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

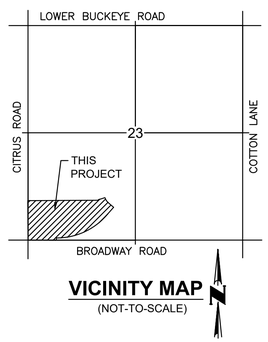
I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC DATE

THIS PROJECT



VICINITY MAP
(NOT-TO-SCALE)



VICINITY MAP
(NOT-TO-SCALE)

UTILITY PROVIDERS

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
TELEPHONE	CENTURYLINK
CABLE	COX COMMUNICATIONS
ELECTRICITY	ARIZONA PUBLIC SERVICE (APS)
GAS	SOUTHWEST GAS CORPORATION
FIRE	CITY OF GOODYEAR
POLICE	CITY OF GOODYEAR

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	KEY MAP, LEGAL DESCRIPTION, AND NOTES
SHEET 3	FINAL PLAT & LEGEND
SHEET 4	FINAL PLAT
SHEET 5	SETBACK DETAIL, CURVE, LOT, AND TRACT TABLES

HOMEOWNERS ASSOCIATION RATIFICATION AND CONSENT

BY THIS RATIFICATION AND CONSENT, SARA ANDREWS, DULY AUTHORIZED AGENT OF EL CIDRO HOMEOWNERS' ASSOCIATION , AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A THROUGH N, INCLUSIVE, REFLECTED HEREIN, THE DEDICATION OF THE VEHICLE NON-ACCESS EASEMENTS REFLECTED HEREIN. THE MAINTENANCE RESPONSIBILITIES OF TRACTS A THROUGH N AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

BY: _____ DATE: _____
NAME: SARA ANDREWS
TITLE: PRESIDENT

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____ , 2022, BEFORE ME

PERSONALLY APPEARED SARA ANDREWS, AND ACKNOWLEDGED HERSELF TO BE AN AUTHORIZED AGENT OF EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC DATE

FINAL PLAT APPROVAL
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____, 2022.
BY: _____ MAYOR (JOE PIZZILLO)
ATTEST: _____ CITY CLERK (DARCIE McCRACKEN)

FINAL PLAT APPROVAL
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____, 2022.
BY: _____ CITY ENGINEER (SUMEET MOHAN)

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS FINAL PLAT, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602) 264-6831
CVLSURVEY@CVLCI.COM

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°11'46" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1331 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.

BENCHMARKS

1) BRASS CAP IN HAND HOLE AT THE INTERSECTION OF CITRUS ROAD AND DURANGO STREET ELEVATION=949.46 (NAVD88 DATUM, CITY OF GOODYEAR DATUM).

2) AN ALUMINUM CAP FLUSH AT THE INTERSECTION OF CITRUS ROAD AND DURANGO STREET ELEVATION = 955.71' (NAVD88 DATUM, CITY OF GOODYEAR DATUM)

COUNTY RECORDER

DEVELOPER

LS-GOODYEAR L.L.C.
7600 EAST DOUBLETREE RANCH ROAD,
SUITE 240
SCOTTSDALE, ARIZONA 85258
CONTACT: GENE STROJEK
PHONE: (480) 629-4111
EMAIL: GSTROJEK@LANDSEAHOMES.COM

OWNER

PULTE HOME COMPANY, L.L.C.
16767 NORTH PERIMETER DRIVE,
SUITE 100
SCOTTSDALE, ARIZONA 85260
CONTACT: GREG ABRAMS
PHONE: (602) 663-1173
EMAIL: GREG.ABRAMS@PULTEGROUP.COM

ENGINEER

COE & VAN LOO II L.L.C.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
CONTACT: DOUGLAS W. CHUBIN, P.E.
PHONE: (602) 264-6831
EMAIL: DCHUBIN@CVLCI.COM

LENDER'S CONSENT AND SUBORDINATION LANGUAGE

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED DECEMBER 1, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021 1278526 ENCUMBERING THE PROPERTY SUBJECT TO THIS FINAL PLAT, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS FINAL PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST DATED DECEMBER 1, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021 1278526.

LS-GOODYEAR, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LANDSEA HOMES OF ARIZONA LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: LANDSEA HOMES US CORPORATION
A DELAWARE CORPORATION
ITS: MANAGER

BY: _____
NAME: _____
ITS: _____

LENDER'S CONSENT AND SUBORDINATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FINAL PLAT FOR EL CIDRO PHASE 2 - PARCEL 1F WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 2022 BY _____, THE

_____ OF LANDSEA HOMES US CORPORATION, A DELAWARE CORPORATION, THE MANAGER OF LANDSEA HOMES OF ARIZONA LLC, A DELAWARE LIMITED LIABILITY COMPANY THE MANAGING MEMBER OF LS-GOODYEAR, 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 LS-GOODYEAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

CERTIFICATE OF ASSURED WATER SUPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

SITE SUMMARY			
LAND USE AREAS	SQUARE FEET	ACRES	PERCENT
AREA OF LOTS	1,021,677	23.454	
RIGHT OF WAY	329,078	7.555	
OPEN SPACE TRACTS	234,052	5.373	15
ACTIVE OPEN SPACE	166,185	3.815	71
PASSIVE OPEN SPACE	67,867	1.558	29
TOTAL GROSS AREA	1584807	36.382	

SEE SHEET 02 FOR NOTES

GROSS AREA = 36.382 ACRES

SEE SHEET 05 FOR CURVE, TRACT, AND LOT AREA TABLES

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

DATE | REVISION | NO.

COE & VAN LOO II L.L.C.

COVER SHEET
FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1F
GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
3-1-22
Date Signed
ARIZONA U.S.A.

01 SHEET OF 05

CVL Contact: D. CHUBIN
CVL Project #: 01-0174621

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reproduction in any format

PROJECT NO. 01-0174621

Printed By: TomD Print Date: March 1, 2022 Filename: N:\01\01746211\CADD\Phase 2\Parcel 1F\DS_1F-FPLAT.01-05.dwg

NOTES

A. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY 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.

B. 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

C. NO STRUCTURE 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

D. 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.

1. 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.
2. 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.
3. 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 PAVEMENTS.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. 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

E. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA 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.
6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS PARCEL 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 PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. THIS DEVELOPMENT IS IN PROXIMITY TO THE PROPOSED LOOP 303 AND I-10 RELIEVER FREEWAYS AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS.

J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

M. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

N. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

O. 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 PUBLIC UTILITY EASEMENT (PUE).

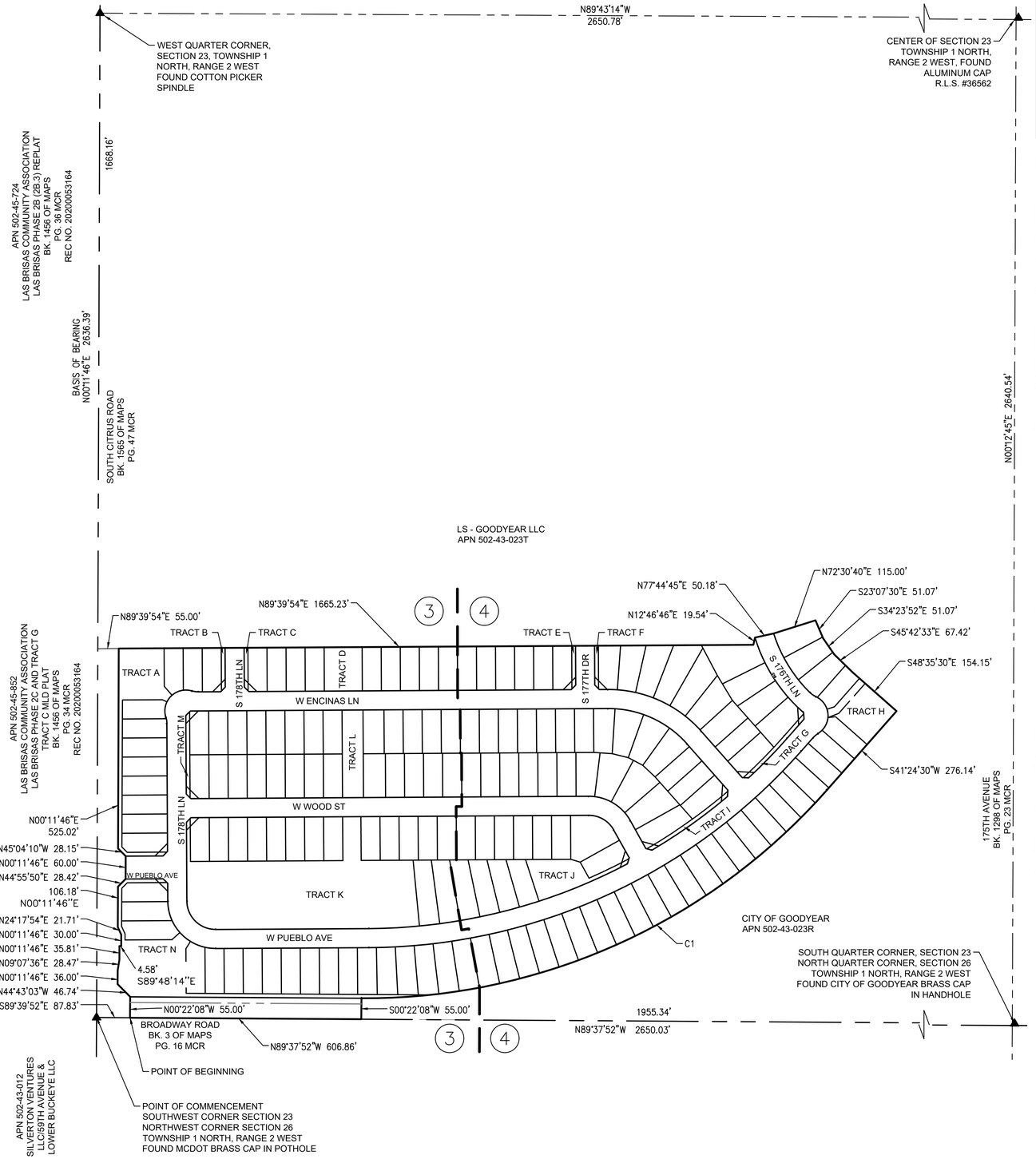
P. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES UNLESS THERE IS A 35 FOOT LANDSCAPE BUFFER BETWEEN RIGHT-OF-WAY AND LOT LINE. APPLIES TO LOTS 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 26, 27, 35, 36, 82, 83, 84, 85, 111, 112, 135, 136, AND 156.

Q. DRIVEWAYS ON CORNER AND KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. APPLIES TO LOTS 1, 11, 12, 26, 27, 35, 36, 39, 84, 85, 111, 112, 135, 136, AND 156.

R. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NONLIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. APPLIES TO LOTS 3, 50, 57, 87, AND 104.

S. IF PARCEL 1A IS NOT CONSTRUCTED PRIOR TO OR CONCURRENT WITH PARCEL 1F, A TEMPORARY, APPROVED FIRE APPARATUS ACCESS ROAD IS REQUIRED TO BE PROVIDED OUT TO EL CIDRO DRIVE

T. EL CIDRO HOMEOWNERS ASSOCIATION SHALL MAINTAIN ALL OPEN SPACE AREAS, TRAILS, AND OTHER COMMUNITY AMENITIES WITHIN THE PROPERTY AND SHALL MAINTAIN ALL LANDSCAPING BACK OF CURB ALONG ALL ARTERIAL AND COLLECTOR ROADS. THE CITY SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPING WITHIN ANY MEDIANS LOCATED WITHIN ARTERIAL ROADS.



KEY MAP
SCALE: 1"=150'

COUNTY RECORDER

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN POTHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH THE COTTON PICKER SPINDLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 00°11'46" EAST, A DISTANCE OF 2,636.39 FEET;

THENCE SOUTH 89°37'52" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 87.83 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS ROAD, AS DEDICATED IN THE MAP OF DEDICATION EL CIDRO INFRASTRUCTURE PHASE 1-B, SOUTH CITRUS ROAD & WEST EL CIDRO DRIVE AS RECORDED IN BOOK 1565 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE NORTH 00°22'08" EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 44°43'03" WEST, A DISTANCE OF 46.74 FEET;
THENCE NORTH 00°11'46" EAST, A DISTANCE OF 36.00 FEET;
THENCE NORTH 09°07'36" EAST, A DISTANCE OF 28.47 FEET;
THENCE NORTH 00°11'46" EAST, A DISTANCE OF 35.81 FEET;
THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 4.58 FEET;
THENCE NORTH 00°11'46" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 24°17'54" WEST, A DISTANCE OF 21.71 FEET;
THENCE NORTH 00°11'46" EAST, A DISTANCE OF 106.18 FEET;
THENCE NORTH 44°55'50" EAST, A DISTANCE OF 28.42 FEET;
THENCE NORTH 00°11'46" EAST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 45°04'10" WEST, A DISTANCE OF 28.15 FEET;
THENCE NORTH 00°11'46" EAST, A DISTANCE OF 525.02 FEET;

THENCE NORTH 89°39'54" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,665.23 FEET;

THENCE NORTH 12°46'46" EAST, A DISTANCE OF 19.54 FEET;
THENCE NORTH 77°44'45" EAST, A DISTANCE OF 50.18 FEET;
THENCE NORTH 72°30'40" EAST, A DISTANCE OF 115.00 FEET;
THENCE SOUTH 23°07'30" EAST, A DISTANCE OF 51.07 FEET;
THENCE SOUTH 34°23'52" EAST, A DISTANCE OF 51.07 FEET;
THENCE SOUTH 45°42'33" EAST, A DISTANCE OF 67.42 FEET;
THENCE SOUTH 48°35'30" EAST, A DISTANCE OF 154.15 FEET;

THENCE SOUTH 41°24'30" WEST, A DISTANCE OF 276.14 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,615.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°57'38", A DISTANCE OF 1,380.06 FEET;

THENCE SOUTH 00°22'08" WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°37'52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 606.86 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 36.382 ACRES, MORE OR LESS.

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Phoenix, Arizona 85014
602.264.6831
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DATE | REVISION | NO.

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KEY MAP, LEGAL DESCRIPTION, AND LEGEND

EL CIDRO PHASE 2 - PARCEL 1F
FINAL PLAT

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 3-7-22
ARIZONA U.S.A.

SHEET 02 OF 05

CVL Contact: D. CHUBIN
CVL Project #: 01-0174621

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PROJECT NO. 01-0174621

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COUNTY RECORDER

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION AND STREET ADDRESSING CHANGE - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE
- SECTION LINE
- BOUNDARY LINE
- EASEMENT
- (1) SHEET NUMBER
- S.V.E. SIGHT VISIBILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- B/W BACK OF SIDEWALK
- C1 CURVE NUMBER
- B.S.L. BUILDING SETBACK LINE
- R/W RIGHT-OF-WAY
- EX. EXISTING
- M.C.R. MARICOPA COUNTY RECORDER
- ESMT. EASEMENTS
- MISC. MISCELLANEOUS
- BK. BOOK
- PG. PAGE
- REC NO. RECORDING NUMBER
- (1) INDICATES SIGHT VISIBILITY EASEMENT (33'x33')
- (2) KEY LOT 10'x20' VISIBILITY TRIANGLE EASEMENT
- * CORNER LOT- DRIVEWAY RESTRICTION
- ** HEADLIGHT INTRUSION LOT
- SINGLE STORY RESTRICTION

SCALE: 1" = 50'

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NO.	REVISION	DATE

COE & VAN LOO II L.L.C.

FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1F

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 1-7-22
ARIZONA U.S.A.

SHEET 03 OF 05

CVL Contact: D. CHUBIN

CVL Project #: 01-0174621

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COUNTY RECORDER

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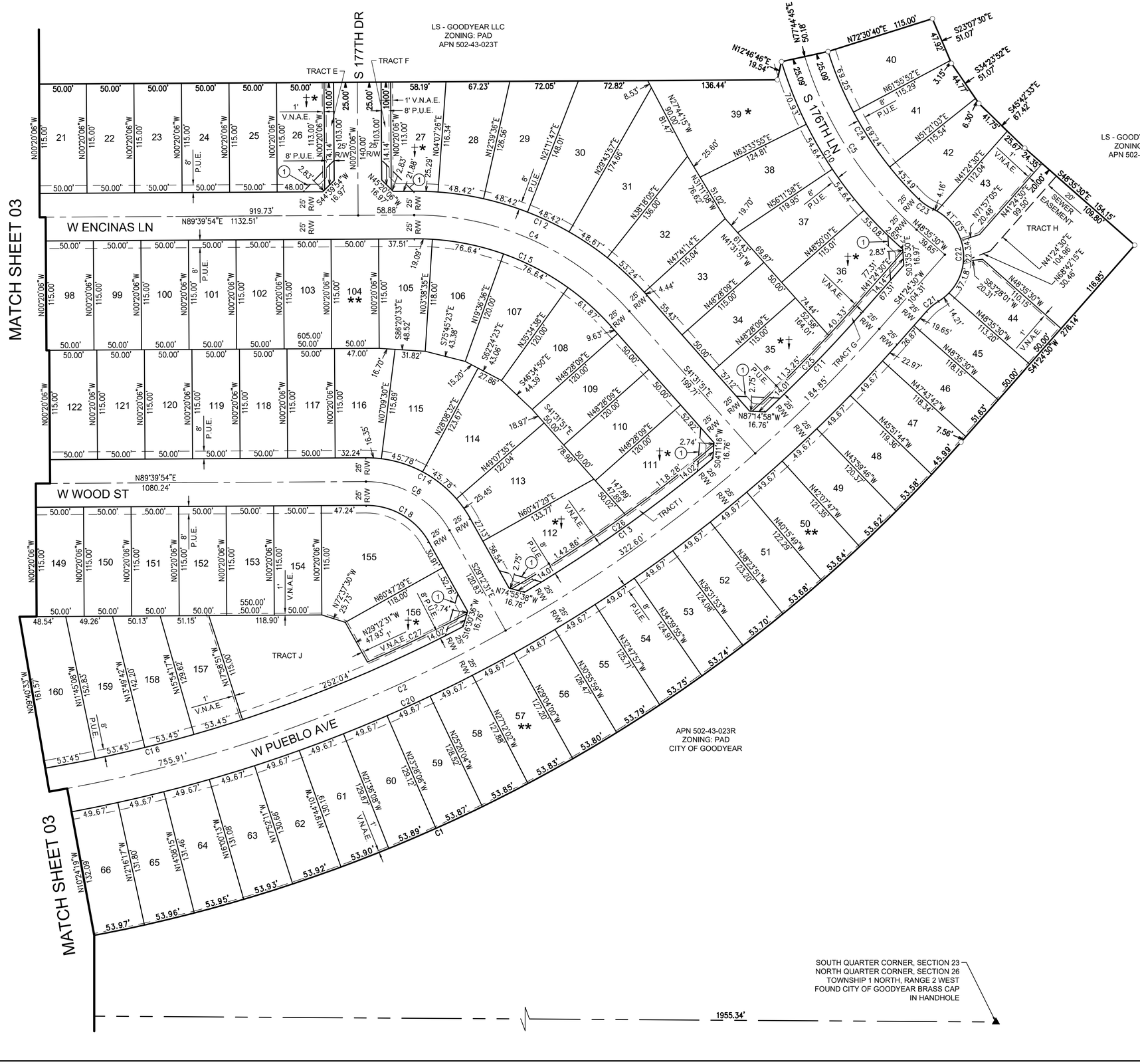
NO.	REVISION	DATE

COE & VAN LOO II L.L.C.

EL CIDRO PHASE 2 - PARCEL 1F

GOODYEAR, ARIZONA

FINAL PLAT







SHEET 04 OF 05

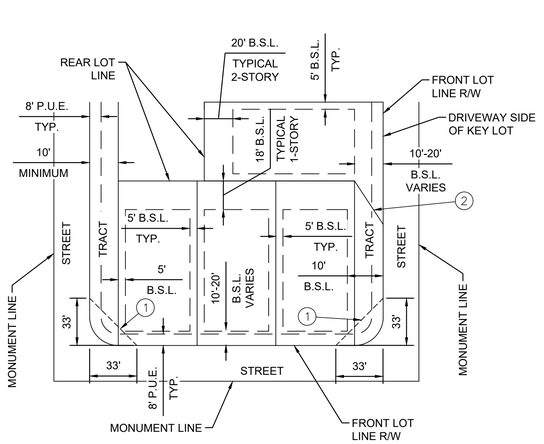
CVL Contact: D. CHUBIN

CVL Project #: 01-0174621

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TYPICAL LOT SETBACKS AND VISIBILITY RESTRICTIONS

(NOT-TO-SCALE)

(1) 33' X 33' VISIBILITY TRIANGLE EASEMENT

(2) KEY LOT 10'x20' VISIBILITY TRIANGLE EASEMENT

SETBACKS:

FRONT:	10'	SINGLE STORY REAR:	18'
FRONT ENTRY GARAGE FROM B/W:	20'	TW0-STORY REAR:	20'
SIDE TURN GARAGE:	10'	STREET SIDE: (IF NO ADJ. TRACT)	10'
SIDE:	5' & 5'		

VISIBILITY NOTE:

NO OBSTRUCTION EXCEEDING 3 FOOT IN HEIGHT OR TREE WITH BRANCHES LOWER THAN 7 FOOT HIGH ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT

LOT AREA		
LOT NUMBER	AREA (SQUARE FEET)	AREA (ACRES)
LOT 1	5,879	0.135
LOT 2	5,956	0.137
LOT 3	5,933	0.136
LOT 4	5,910	0.136
LOT 5	5,887	0.135
LOT 6	5,864	0.135
LOT 7	5,834	0.134
LOT 8	5,635	0.129
LOT 9	5,685	0.131
LOT 10	5,638	0.129
LOT 11	5,748	0.132
LOT 12	5,748	0.132
LOT 13	5,750	0.132
LOT 14	5,750	0.132
LOT 15	5,750	0.132
LOT 16	5,750	0.132
LOT 17	5,750	0.132
LOT 18	5,750	0.132
LOT 19	5,750	0.132
LOT 20	5,750	0.132
LOT 21	5,750	0.132
LOT 22	5,750	0.132
LOT 23	5,750	0.132
LOT 24	5,750	0.132
LOT 25	5,750	0.132
LOT 26	5,748	0.132
LOT 27	6,182	0.142
LOT 28	6,923	0.159
LOT 29	7,984	0.183
LOT 30	9,948	0.228
LOT 31	9,262	0.213
LOT 32	7,890	0.181
LOT 33	6,975	0.160
LOT 34	5,750	0.132
LOT 35	6,505	0.149
LOT 36	7,828	0.180
LOT 37	7,254	0.167
LOT 38	7,686	0.176
LOT 39	10,803	0.248
LOT 40	6,785	0.156
LOT 41	6,784	0.156
LOT 42	6,693	0.154
LOT 43	5,553	0.127
LOT 44	5,825	0.134
LOT 45	5,838	0.134
LOT 46	5,996	0.138
LOT 47	6,133	0.141
LOT 48	6,188	0.142
LOT 49	6,241	0.143
LOT 50	6,293	0.144
LOT 51	6,342	0.146
LOT 52	6,390	0.147
LOT 53	6,436	0.148
LOT 54	6,480	0.149
LOT 55	6,522	0.150
LOT 56	6,562	0.151
LOT 57	6,600	0.152
LOT 58	6,635	0.152
LOT 59	6,669	0.153
LOT 60	6,700	0.154
LOT 61	6,729	0.154
LOT 62	6,755	0.155
LOT 63	6,779	0.156
LOT 64	6,801	0.156
LOT 65	6,820	0.157
LOT 66	6,837	0.157
LOT 67	6,852	0.157
LOT 68	6,864	0.158
LOT 69	6,826	0.157
LOT 70	6,596	0.151
LOT 71	6,429	0.148
LOT 72	6,229	0.143
LOT 73	6,115	0.140
LOT 74	6,085	0.140
LOT 75	6,054	0.139
LOT 76	6,023	0.138
LOT 77	5,993	0.138
LOT 78	5,962	0.137
LOT 79	5,931	0.136
LOT 80	5,931	0.136
LOT 81	6,362	0.146
LOT 82	6,858	0.157
LOT 83	6,245	0.143
LOT 84	5,937	0.136
LOT 85	5,748	0.132
LOT 86	5,750	0.132
LOT 87	5,750	0.132
LOT 88	5,750	0.132
LOT 89	5,750	0.132
LOT 90	5,750	0.132
LOT 91	5,750	0.132
LOT 92	5,750	0.132
LOT 93	6,325	0.145
LOT 94	5,750	0.132
LOT 95	5,750	0.132
LOT 96	5,750	0.132
LOT 97	5,750	0.132

LOT AREA		
LOT NUMBER	AREA (SQUARE FEET)	AREA (ACRES)
LOT 98	5,750	0.132
LOT 99	5,750	0.132
LOT 100	5,750	0.132
LOT 101	5,750	0.132
LOT 102	5,750	0.132
LOT 103	5,750	0.132
LOT 104	5,750	0.132
LOT 105	6,131	0.141
LOT 106	7,190	0.165
LOT 107	7,233	0.166
LOT 108	7,003	0.161
LOT 109	6,000	0.138
LOT 110	6,000	0.138
LOT 111	6,262	0.144
LOT 112	7,663	0.176
LOT 113	8,273	0.190
LOT 114	8,438	0.194
LOT 115	8,166	0.187
LOT 116	6,465	0.148
LOT 117	5,750	0.132
LOT 118	5,750	0.132
LOT 119	5,750	0.132
LOT 120	5,750	0.132
LOT 121	5,750	0.132
LOT 122	5,750	0.132
LOT 123	5,750	0.132
LOT 124	5,750	0.132
LOT 125	5,750	0.132
LOT 126	5,750	0.132
LOT 127	6,670	0.153
LOT 128	5,750	0.132
LOT 129	5,750	0.132
LOT 130	5,750	0.132
LOT 131	5,750	0.132
LOT 132	5,750	0.132
LOT 133	5,750	0.132
LOT 134	5,750	0.132
LOT 135	5,748	0.132
LOT 136	5,748	0.132
LOT 137	5,750	0.132
LOT 138	5,750	0.132
LOT 139	5,750	0.132
LOT 140	5,750	0.132
LOT 141	5,750	0.132
LOT 142	5,750	0.132
LOT 143	5,750	0.132
LOT 144	5,750	0.132
LOT 145	5,750	0.132
LOT 146	5,750	0.132
LOT 147	5,750	0.132
LOT 148	5,750	0.132
LOT 149	5,750	0.132
LOT 150	5,750	0.132
LOT 151	5,750	0.132
LOT 152	5,750	0.132
LOT 153	5,750	0.132
LOT 154	5,750	0.132
LOT 155	11,146	0.256
LOT 156	6,148	0.141
LOT 157	6,275	0.144
LOT 158	6,938	0.159
LOT 159	7,498	0.172
LOT 160	7,962	0.183
LOT 161	8,364	0.192
LOT 162	8,652	0.199

COUNTY RECORDER

CURVE DATA TABLE						
NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD-BEARING
1	1615.00	1380.06	048°57'38"	735.33	1338.45	S65°53'19.0"W
2	1500.00	1263.36	048°15'24"	671.87	1226.35	S65°32'12.0"W
3	100.00	157.08	090°00'00"	100.00	141.42	N45°20'06.0"W
4	300.00	255.54	048°48'15"	136.10	247.88	S65°55'58.5"E
5	400.00	219.43	031°25'51"	112.55	216.69	N32°52'34.5"W
6	100.00	106.69	061°07'35"	59.05	101.70	S59°46'18.5"E
7	55.00	16.65	017°20'29"	8.39	16.58	N81°39'51.5"W
8	55.00	119.69	124°40'58"	104.94	97.43	S44°39'54.0"W
9	55.00	16.65	017°20'29"	8.39	16.58	S09°00'20.5"E
10	425.00	235.29	031°43'13"	120.74	232.30	S32°43'53.5"E
11	1475.00	144.77	005°37'25"	72.45	144.72	S44°13'12.5"W
12	325.00	276.84	048°48'15"	147.44	268.54	N65°55'58.5"W
13	1475.00	243.22	009°26'52"	121.88	242.94	S54°37'49.0"W
14	125.00	133.36	061°07'35"	73.82	127.12	N59°46'18.5"W
15	275.00	234.24	048°48'15"	124.76	227.23	S65°55'58.5"E
16	1475.00	706.31	027°26'11"	360.06	699.58	S75°56'48.5"W
17	75.00	117.81	090°00'00"	75.00	106.07	N45°20'06.0"W
18	75.00	80.01	061°07'35"	44.29	76.27	S59°46'18.5"E
19	125.00	196.35	090°00'00"	125.00	176.78	S45°20'06.0"E
20	1525.00	1284.41	048°15'24"	683.07	1246.79	N65°32'12.0"E
21	55.00	16.65	017°20'29"	8.39	16.58	N50°04'44.5"E
22	55.00	118.94	123°54'11"	103.23	97.08	N03°12'06.5"W
23	55.00	18.77	019°33'16"	9.48	18.68	N55°22'34.0"W
24	375.00	183.98	028°06'36"	93.88	182.14	N31°32'38.0"W
25	1465.00	153.58	006°00'23"	76.86	153.51	N44°24'41.5"E
26	1465.00	261.14	010°12'46"	130.91	260.79	N54°37'49.0"E
27	1465.00	116.27	004°32'50"	58.16	116.23	N64°07'10.0"E

TRACT TABLE				
TRACT	AREA (SQUARE FEET)	AREA (ACRES)	DESCRIPTION	OWNED BY / MAINTAINED BY
TRACT A	21,694	0.498	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE	HOA
TRACT B	1,080	0.025	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT C	1,080	0.025	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT D	11,469	0.263	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE	HOA
TRACT E	1,080	0.025	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT F	1,080	0.025	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT G	2,215	0.051	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT H	15,480	0.355	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE, SEWER EASEMENT	HOA
TRACT I	2,522	0.058	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT J	13,655	0.313	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE	HOA
TRACT K	112,931	2.593	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE	HOA
TRACT L	12,650	0.290	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE	HOA
TRACT M	2,160	0.050	OPEN SPACE, P.U.E., LANDSCAPING	HOA
TRACT N	34,957	0.802	OPEN SPACE, P.U.E., LANDSCAPING, DRAINAGE	HOA

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
AREA OF LOTS	1,021,677	23.454
RIGHT OF WAY	329,078	7.555
TRACTS	234,052	5.373
TOTAL GROSS AREA	1,584,807	36.382

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	162
TOTAL NUMBER OF TRACTS	14
GROSS RESIDENTIAL DENSITY	4.42 DU/AC

SITE SUMMARY	
EXISTING ZONING	PAD
% OPEN SPACE	14.75
YIELD	162
R.O.W. AREA	8.933 AC
GROSS AREA	36.382 AC
GROSS DENSITY	4.30 DU/AC
OPEN SPACE	5.366 AC
TYPICAL LOT SIZE	115' x 50'

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

DATE

REVISION

NO.

COE & VAN LOO II L.L.C.

SETBACK DETAIL, CURVE, LOT, AND TRACT TABLES

FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1F

GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed 3-1-22
ARIZONA U.S.A.

05 SHEET OF 05

CVL Contact: D. CHUBIN

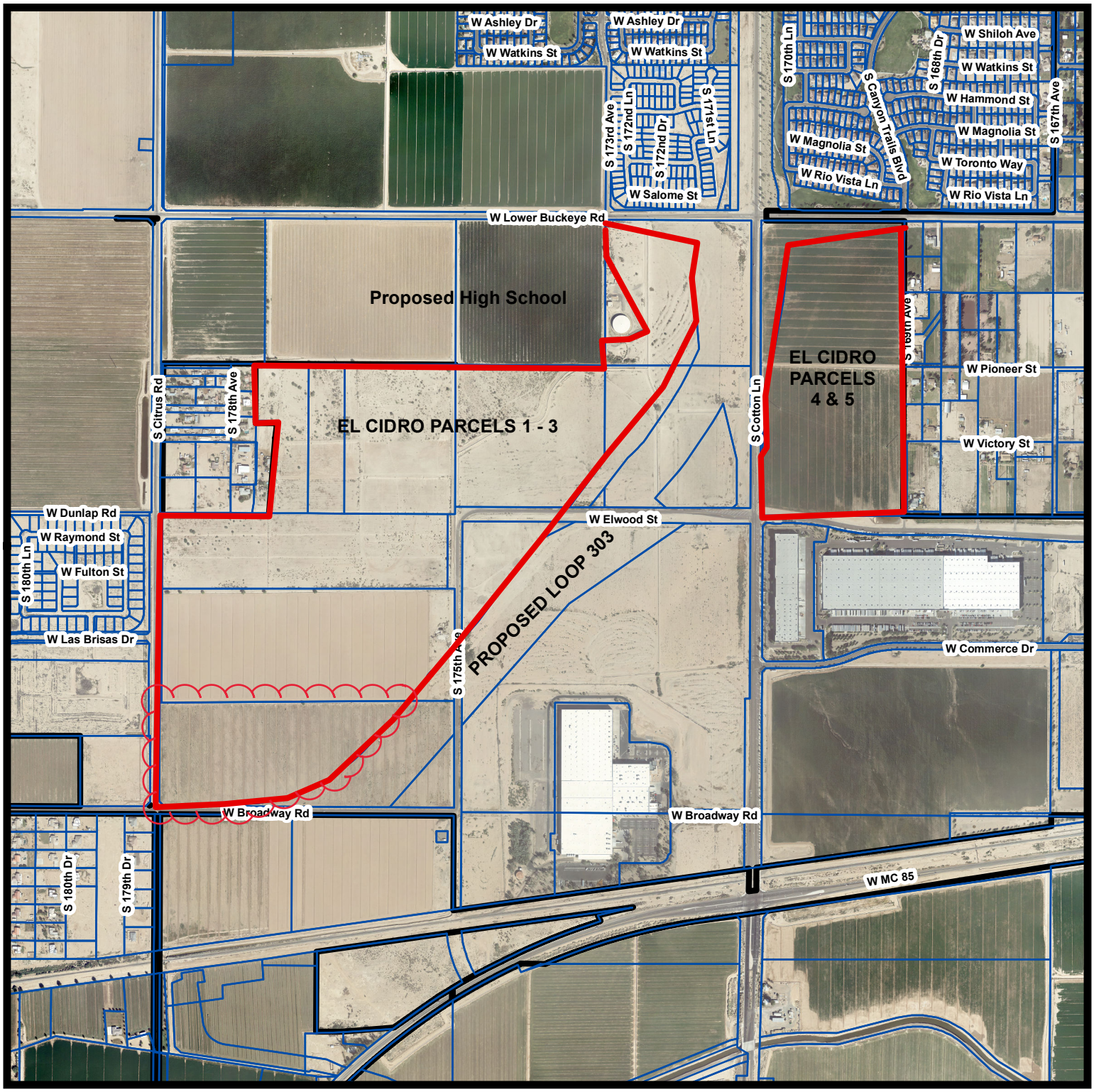
CVL Project #: 01-0174621

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PROJECT NO. 01-0174621

Printed By: **TomD** Print Date: **March 1, 2022** Filename: N:\01\0174621\CADD\Phase 2\Parcel 1F\DS 1F-FPLAT 01-05.dwg

Aerial Photo Exhibit
El Cidro Preliminary Plat
Case No. 13-500-00009



Drawn By: Steve Careccia
City of Goodyear Development Services Department
Date: 7.7.14

N

ARIZONA Goodyear

ITEM #: 17.
DATE: 03/28/2022
AI #:769

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF CANTAMIA PARCELS 27, 28, 29 AND 30

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

Robert Johnson, AV Homes of Arizona

SUMMARY

A Final Plat subdividing approximately 44 acres into 162 lots and 18 tracts at the intersection of W. Cantamia Parkway and W. Mountain Vista Drive, within Phase 2 of the Preliminary Plat.

Recommendation

Approve the Final Plat of Cantamia Parcels 27, 28, 29 and 30, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Final Plat of Cantamia Parcels 27,28,29 and 30 (the “Final Plat”) required by the City Engineer or his designee shall be made prior to the recordation of the plat;
2. Prior to recordation of the final plat, 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. 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, a Sewer Line Easement for a sewer line located outside the boundaries of the final plat needed for the city to provide sewer services to the platted property shall be provided to the City and recorded in the official records of the Maricopa County Recorder.

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 preliminary plat of Cantamia Phases 2 and 3 was approved by the City Council on December 15, 2014.

STAFF ANALYSIS

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. Further, 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. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

Council Action Report

Final Plat

Preliminary Plat CAR

Aerial Photo

AGENDA ITEM #:
DATE: 03/28/2022
CAR #:

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF CANTAMIA PARCELS 27, 28, 29 AND 30

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

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OTHER PRESENTER(S):

Robert Johnson, AV Homes of Arizona

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Recommendation:

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STIPULATIONS:

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FINAL PLAT
OF
CANTAMIA PARCELS 27, 28, 29 AND 30
GOODYEAR, ARIZONA

A PORTION OF TRACT 2, PHASE 2 AS SHOWN ON THE MASTER PLAT OF CANTAMIA PHASES 2 AND 3, AS FILED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT **AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,** AS OWNER, HAS SUBDIVIDED UNDER THE NAME **FINAL PLAT OF CANTAMIA PARCELS 27, 28, 29 AND 30,** BEING A PORTION OF TRACT 2, PHASE 2 AS SHOWN ON THE MASTER PLAT OF CANTAMIA PHASES 2 AND 3, AS FILED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS, AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS TRACT A1 AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON-EXCLUSIVE 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 TRACT A1.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A1 INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN ("THE WATER EASEMENT AREAS"). THE WATER EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREAS. THE WATER EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT A1.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A1 INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE EASEMENT AREAS"). THE WASTEWATER LINE EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS. THE WASTEWATER LINE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT A1.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS DESIGNATED AS "PUE" WITHIN TRACTS A, B, AND D-Q INCLUSIVE AND WITHIN LOTS AS SHOWN ON THIS FINAL 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 UTILITY IMPROVEMENTS 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 HEREIN 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.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL 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 HEREIN 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.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, A1, D, G, I, J, AND K INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR 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 THE APPROVED GRADING AND DRAINAGE PLANS (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 HEREIN 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, A1, D, G, I, J, AND K.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS A, A1, AND B-Q INCLUSIVE AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, AND SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE VILLAGES AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION TRACTS A, A1, AND B-Q INCLUSIVE WITHIN THIS FINAL PLAT FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

AV HOMES OF ARIZONA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ('OWNER') HEREBY DEDICATES TO THE MEMBERS WITHIN CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION FOR USE BY THE MEMBERS AND THEIR INVITEES AN EASEMENT OVER AND ACROSS TRACT A1 FOR THE PURPOSES OF PROVIDING INGRESS AND EGRESS WITHIN THE SUBDIVISION.

AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ('OWNER') HEREBY DEDICATES TO THE CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE 'HOA') NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, A1, D, G, I, J, and K INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE 'APPROVED GRADING AND DRAINAGE PLANS') AND FOR THE 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 THE APPROVED GRADING AND DRAINAGE PLANS INSTALLED BY OWNER (THE 'DRAINAGE FACILITIES'). THE HOA, AT THE HOA'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 DRAINAGE EASEMENTS DEDICATED HEREIN 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, A1, D, G, I, J, AND K.

IN WITNESS WHEREOF, **AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,** AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: **AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY**

BY: _____ DATE: _____
STEVE HAHN

ITS: VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

OWNER/DEVELOPER

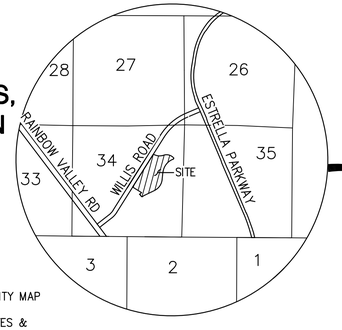
AV HOMES OF ARIZONA, LLC
4900 N SCOTTSDALE RD,
SUITE 2200
SCOTTSDALE, AZ 85251
PHONE: (480) 346-1735
CONTACT: ROBERT JOHNSON

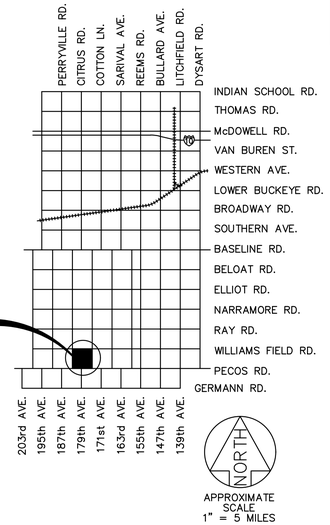
SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PH: 602-490-0535
FAX: 602-368-2436
CONTACT: KIRK J. PANGUS, RLS

SHEET INDEX

FP01	COVER SHEET AND VICINITY MAP
FP02	LEGAL DESCRIPTION, NOTES & KEY MAP
FP03	TYPICAL LOT DETAIL, LOT TABLE, TRACT TABLE
FP04–FP12	FINAL PLAT PLAN SHEETS





APPROXIMATE SCALE
1" = 5 MILES

VICINITY MAP

CITY OF GOODYEAR, ARIZONA

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED STEVE HAHN WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT OF **AV HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER BE AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

HOMEOWNER'S ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, **CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION** HEREBY: (i) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION IN THIS FINAL PLAT; (ii) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (iii) ACCEPTS, SUBJECT TO THE EASEMENTS AND OBLIGATIONS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS A, A1, AND B-Q INCLUSVE AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT ORGANIZATION

NAME _____
LYNNE DUGAN

TITLE: PRESIDENT DATE: _____

ACKNOWLEDGEMENT FOR RATIFICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____ 2022, BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED LYNNE DUGAN WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE **CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT ORGANIZATION** AND ACKNOWLEDGED THAT SHE AS PRESIDENT, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN.

IN WITNESS HEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

BY: _____ _____
DATE

AREA DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,902,409	43.6733
NET AREA	1,559,304	35.7967
ACTIVE OPEN SPACE	61,563	1.41
PASSIVE OPEN SPACE	269,928	6.20
OPEN SPACE	35.4%	
NON-OPEN SPACE	64.6%	

UTILITY PROVIDERS	
SEWER	GOODYEAR
WATER	GOODYEAR
FIRE	GOODYEAR
ELECTRIC	APS
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	COX AND CENTURY LINK

LEGAL DESCRIPTION

SEE SHEET 2

BASIS OF BEARING

BASIS OF BEARING IS S89°29'46"E ALONG THE SOUTH LINE OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON.

ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
JOE PIZZILLO – MAYOR

ATTEST: _____
DARCIE MCCRACKEN – CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2022.

BY: _____
SUMEET MOHAN – CITY ENGINEER

LAND SURVEYOR CERTIFICATION

I, KIRK J. PANGUS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY, 2022 THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
kpangus@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
02/22/2022
Date Signed
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.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 www.hilgartwilson.com

CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30
ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

STATUS:
PROJ. NO.: 1018
DATE: Feb 2022
SCALE: NONE
DRAWN: JHVD
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP01
SHT. 1 OF 12

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LEGAL DESCRIPTION

A REPLAT OF A PORTION OF TRACT 2, PHASE 2 OF THE MASTER PLAT OF CANTAMIA PHASES 2 AND 3, AS FILED IN BOOK 1249, PAGE 36, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING SITUATED WITHIN THE EAST HALF OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE (GLO) BRASS CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 34, FROM WHICH A FOUND GENERAL LAND OFFICE (GLO) BRASS CAP ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS NORTH 89°29'46" WEST, 5274.41 FEET;

THENCE NORTH 89°29'46" WEST, 2637.87 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 TO A FOUND REBAR BEING THE SOUTH QUARTER CORNER THEREOF;

THENCE NORTH 00°29'20" EAST, 2382.22 FEET ALONG THE WEST LINE OF SAID EAST HALF OF SECTION 34;

THENCE LEAVING SAID WEST LINE SOUTH 89°30'40" EAST, 260.74 FEET TO THE EASTERLY RIGHT OF WAY LINE LINE OF WILLIS ROAD, AS RECORDED IN BOOK 936, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING THE WESTERLY LINE OF SAID TRACT 2, PHASE 2, AND ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTH 32°11'21" EAST, 1826.46 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE OF WILLIS ROAD TO THE SOUTHERLY LINE OF WEST MOUNTAIN VISTA DRIVE, AS RECORDED IN BOOK 1513, PAGE 10, AND ALSO AS REFERENCED IN BOOK, 1433, PAGE 36, RECORDS OF MARICOPA COUNTY, ARIZONA;

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

THENCE NORTH 76°19'29" EAST, 47.36 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 549.50 FEET, THE CENTER OF WHICH BEARS NORTH 28°44'54" EAST;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°28'58", AN ARC LENGTH OF 426.62 FEET TO A TANGENT LINE;

THENCE NORTH 74°15'55" EAST, 72.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 454.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°47'51", AN ARC LENGTH OF 521.94 FEET TO A NON-TANGENT LINE, BEING THE POINT OF CHAMFER FOR SAID WEST MOUNTAIN VISTA DRIVE AND WEST CANTAMIA PARKWAY NORTH, AS RECORDED IN SAID BOOK 1433, PAGE 36;

THENCE SOUTH 14°45'13" WEST, 40.08 FEET TO THE WESTERLY LINE FOR SAID WEST CANTAMIA PARKWAY NORTH;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF WEST CANTAMIA PARKWAY NORTH THE FOLLOWING FOUR (4) COURSES;

THENCE SOUTH 67°20'53" WEST, 52.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 758.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°38'29", AN ARC LENGTH OF 802.26 FEET TO A TANGENT LINE;

THENCE SOUTH 06°42'24" WEST, 372.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 651.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°08'19", AN ARC LENGTH OF 172.01 FEET TO A COMMON POINT ON THE WESTERLY LINE OF WEST CANTAMIA PARKWAY SOUTH AS RECORDED IN BOOK 1297, PAGE 26 AND BOOK 1433, PAGE 36, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE, AND SAID WESTERLY LINE OF WEST CANTAMIA PARKWAY SOUTH, THROUGH A CENTRAL ANGLE OF 42°09'28", AN ARC LENGTH OF 479.00 FEET TO A TANGENT LINE;

THENCE SOUTH 64°00'10" WEST, 536.79 FEET, CONTINUING ALONG SAID WESTERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 549.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONTINUING ALONG SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 12°55'24", AN ARC LENGTH OF 123.83 FEET TO A NON-TANGENT LINE, BEING THE WESTERLY LINE OF WEST CANTAMIA PARKWAY SOUTH, AS RECORDED IN SAID BOOK 1249, PAGE 36;

THENCE NORTH 86°21'05" WEST, 28.96 FEET ALONG THE WESTERLY LINE OF SAID WEST CANTAMIA PARKWAY SOUTH;

THENCE LEAVING SAID WESTERLY LINE, NORTH 42°44'19" WEST, 90.89 FEET;

THENCE NORTH 03°36'54" EAST, 16.58 FEET;

THENCE NORTH 39°32'26" WEST, 21.58 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 692.58 FEET, THE CENTER OF WHICH BEARS SOUTH 39°32'26" EAST;

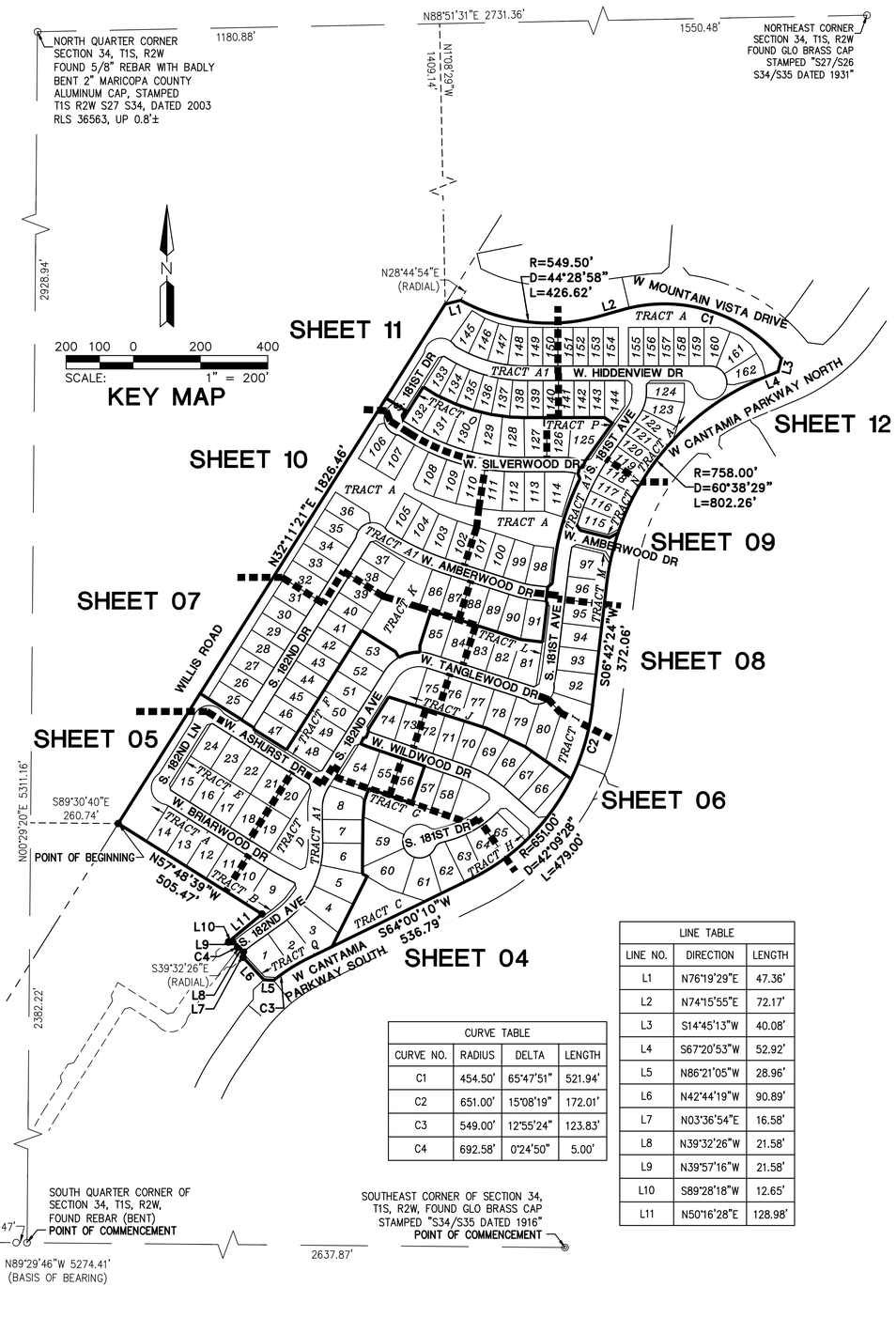
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'50", AN ARC LENGTH OF 5.00 FEET TO A NON-TANGENT LINE;

THENCE NORTH 39°57'16" WEST, 21.58 FEET;

THENCE SOUTH 89°28'18" WEST, 12.65 FEET;

THENCE NORTH 50°16'28" EAST, 128.98 FEET;

THENCE NORTH 57°48'39" WEST, 505.47 FEET TO THE **POINT OF BEGINNING**.

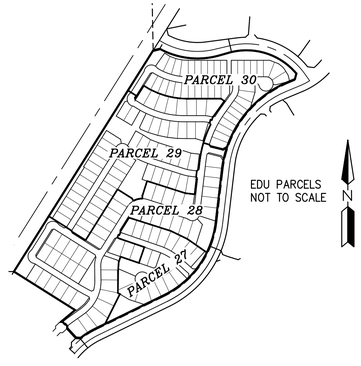


CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	454.50'	65°47'51"	521.94'
C2	651.00'	15°08'19"	172.01'
C3	549.00'	12°55'24"	123.83'
C4	692.58'	0°24'50"	5.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N76°19'29"E	47.36'
L2	N74°15'55"E	72.17'
L3	S14°45'13"W	40.08'
L4	S67°20'53"W	52.92'
L5	N86°21'05"W	28.96'
L6	N42°44'19"W	90.89'
L7	N03°36'54"E	16.58'
L8	N39°32'26"W	21.58'
L9	N39°57'16"W	21.58'
L10	S89°28'18"W	12.65'
L11	N50°16'28"E	128.98'

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 BY 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 OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURE 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 SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. STRUCTURES WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET: LANDSCAPING WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
5. THE CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC, SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
6. THIS PARCEL 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 PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
7. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.
8. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
9. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPE AREAS WITHIN THIS DEVELOPMENT.
10. THE STREETS IN TRACT A1 ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHT-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS.
11. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC.
12. 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.
13. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE STORY STRUCTURES. * (LOTS 1, 9, 15, 20, 24, 25 THROUGH 36, 65, 66, 74, 81, 91, 97, 98, 106, 114, 115, 124, 125, 132, 133, 144 AND 145).
14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.
15. 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. *** (LOTS 4, 5, 23, 36, 50, 67, 96, 106, 117, AND 155).
16. EACH HOMEBUYER SHALL SIGN AN ACKNOWLEDGEMENT ACCEPTING MAINTENANCE RESPONSIBILITY FOR LANDSCAPING IN THE BOULEVARD AREAS BETWEEN SIDEWALK AND CURB IN FRONT OF THEIR HOMES INCLUDING THE SIDE YARD FOR HOMES ON CORNER LOTS. THE HOA WILL ENFORCE MAINTENANCE OF THESE AREAS IF THERE IS NON COMPLIANCE WITH THIS REQUIREMENT.
17. GROSS AREA IS 1,902,409 S.F. OR 43.6733 ACRES MORE OR LESS.
18. ALL OPEN SPACE AREAS, TRAILS AND OTHER COMMUNITY AMENITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC.,
19. NO MORE THAN THREE TWO-STORY HOUSES WILL BE ALLOWED SIDE BY SIDE, AND THREE CONSECUTIVE TWO-STORY HOMES MUST BE FOLLOWED BY A MINIMUM OF TWO SINGLE-STORY HOMES.
20. REAR YARD VIEW FENCING WILL BE PROVIDED ON THE LOTS WHERE PRACTICAL.
21. CANTAMIA IS IN PROXIMITY TO THE PROPOSED LOOP 303 FREEWAY, WILLIS ROAD, AND RAINBOW VALLEY ROAD AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE ASSOCIATED WITH SUCH ROADWAYS.
22. CANTAMIA IS ADJACENT TO LAND DESIGNATED FOR DEVELOPMENT AS COMMERCIAL OR INDUSTRIAL USES AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE ASSOCIATED WITH SUCH USES.
23. ALL PRIVATE STREETS, SIDEWALKS, SIGNAGE AND STREET LIGHTING SHALL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER UNTIL TRANSFERRED TO A DULY INCORPORATED PROPERTY OWNERS ASSOCIATION AND THEREAFTER, MAINTAINED BY SUCH ASSOCIATION.





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PHOENIX, AZ 85016 www.hilgartwilson.com

CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30
ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

STATUS:
PROJ. NO.: 1018
DATE: Jan 2022
SCALE: AS SHOWN
DRAWN: JHVD
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 12

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LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1 *	10,309	0.237
LOT : 2	9,323	0.214
LOT : 3	11,564	0.265
LOT : 4	10,595	0.243
LOT : 5	10,794	0.248
LOT : 6	9,436	0.217
LOT : 7	8,387	0.193
LOT : 8	10,142	0.233
LOT : 9	10,612	0.244
LOT : 10	8,682	0.199
LOT : 11	8,680	0.199
LOT : 12	8,680	0.199
LOT : 13	8,680	0.199
LOT : 14	8,680	0.199
LOT : 15	8,299	0.191
LOT : 16	8,190	0.188
LOT : 17	8,190	0.188
LOT : 18	8,190	0.188
LOT : 19	8,324	0.191
LOT : 20	8,223	0.189
LOT : 21	8,190	0.188
LOT : 22	8,190	0.188
LOT : 23	8,190	0.188
LOT : 24	8,299	0.191
LOT : 25	7,275	0.167
LOT : 26	7,040	0.162
LOT : 27	7,040	0.162

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 28	7,040	0.162
LOT : 29	7,040	0.162
LOT : 30	7,040	0.162
LOT : 31	7,040	0.162
LOT : 32	7,430	0.171
LOT : 33	7,430	0.171
LOT : 34	7,430	0.171
LOT : 35	7,353	0.169
LOT : 36	7,507	0.172
LOT : 37	7,131	0.164
LOT : 38	7,080	0.163
LOT : 39	7,080	0.163
LOT : 40	7,080	0.163
LOT : 41	7,080	0.163
LOT : 42	7,080	0.163
LOT : 43	7,080	0.163
LOT : 44	7,080	0.163
LOT : 45	7,080	0.163
LOT : 46	7,080	0.163
LOT : 47	7,072	0.162
LOT : 48	8,554	0.196
LOT : 49	8,562	0.197
LOT : 50	8,562	0.197
LOT : 51	8,562	0.197
LOT : 52	8,562	0.197
LOT : 53	8,882	0.204
LOT : 54	9,277	0.213

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 55	8,190	0.188
LOT : 56	8,190	0.188
LOT : 57	7,020	0.161
LOT : 58	7,021	0.161
LOT : 59	11,614	0.267
LOT : 60	11,929	0.274
LOT : 61	10,154	0.233
LOT : 62	8,670	0.199
LOT : 63	8,218	0.189
LOT : 64	8,360	0.192
LOT : 65	8,105	0.186
LOT : 66	8,730	0.200
LOT : 67	8,615	0.198
LOT : 68	8,733	0.200
LOT : 69	8,218	0.189
LOT : 70	7,886	0.181
LOT : 71	7,423	0.170
LOT : 72	7,211	0.166
LOT : 73	7,134	0.164
LOT : 74	8,367	0.192
LOT : 75	8,190	0.188
LOT : 76	8,190	0.188
LOT : 77	8,190	0.188
LOT : 78	8,407	0.193
LOT : 79	8,939	0.205
LOT : 80	10,671	0.245
LOT : 81	9,790	0.225

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 82	8,554	0.196
LOT : 83	8,554	0.196
LOT : 84	8,554	0.196
LOT : 85	8,587	0.197
LOT : 86	7,265	0.167
LOT : 87	7,080	0.163
LOT : 88	7,068	0.162
LOT : 89	7,068	0.162
LOT : 90	7,767	0.178
LOT : 91	7,597	0.174
LOT : 92	9,583	0.220
LOT : 93	8,261	0.190
LOT : 94	8,260	0.190
LOT : 95	8,260	0.190
LOT : 96	8,260	0.190
LOT : 97	9,688	0.222
LOT : 98	7,741	0.178
LOT : 99	7,506	0.172
LOT : 100	7,080	0.163
LOT : 101	7,080	0.163
LOT : 102	7,080	0.163
LOT : 103	7,777	0.179
LOT : 104	7,844	0.180
LOT : 105	7,367	0.169
LOT : 106	7,271	0.167
LOT : 107	7,739	0.178
LOT : 108	7,467	0.171

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 109	7,517	0.173
LOT : 110	7,517	0.173
LOT : 111	7,517	0.173
LOT : 112	7,369	0.169
LOT : 113	7,045	0.162
LOT : 114	9,136	0.210
LOT : 115	6,379	0.146
LOT : 116	5,965	0.137
LOT : 117	5,936	0.136
LOT : 118	5,890	0.135
LOT : 119	5,618	0.129
LOT : 120	5,359	0.123
LOT : 121	5,438	0.125
LOT : 122	6,236	0.143
LOT : 123	6,446	0.148
LOT : 124	5,618	0.129
LOT : 125	11,377	0.261
LOT : 126	8,133	0.187
LOT : 127	7,924	0.182
LOT : 128	8,432	0.194
LOT : 129	8,674	0.199
LOT : 130	8,694	0.200
LOT : 131	8,626	0.198
LOT : 132	7,743	0.178
LOT : 133	5,576	0.128
LOT : 134	5,448	0.125
LOT : 135	5,448	0.125

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 136	5,448	0.125
LOT : 137	5,448	0.125
LOT : 138	5,401	0.124
LOT : 139	5,060	0.116
LOT : 140	5,060	0.116
LOT : 141	5,060	0.116
LOT : 142	5,060	0.116
LOT : 143	4,951	0.114
LOT : 144	6,495	0.149
LOT : 145	6,272	0.144
LOT : 146	6,043	0.139
LOT : 147	6,043	0.139
LOT : 148	5,966	0.137
LOT : 149	5,179	0.119
LOT : 150	5,175	0.119
LOT : 151	5,175	0.119
LOT : 152	5,175	0.119
LOT : 153	5,175	0.119
LOT : 154	5,175	0.119
LOT : 155	5,175	0.119
LOT : 156	5,175	0.119
LOT : 157	5,175	0.119
LOT : 158	5,175	0.119
LOT : 159	5,175	0.119
LOT : 160	6,690	0.154
LOT : 161	7,819	0.179
LOT : 162	6,495	0.149

TRACT TABLE				
TRACT	AREA (ACRES)	USE	OWNER	MAINTENANCE
TRACT A	4.0156	COMMON AREA, DRAINAGE AND PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT A1	7.8766	PRIVATE STREET, PUBLIC WATER AND SEWER EASEMENTS, DRAINAGE EASEMENT, REFUGE COLLECTION EASEMENT, AND EMERGENCY EQUIPMENT ACCESS EASEMENT FOR SERVICE VEHICLES	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT B	0.0562	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT C	0.4824	COMMON AREA	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT D	0.3180	COMMON AREA, DRAINAGE AND PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT E	0.0400	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT F	0.0412	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT G	0.7232	COMMON AREA, DRAINAGE AND PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT H	0.0775	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT I	0.5939	COMMON AREA, DRAINAGE AND PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT J	0.2077	COMMON AREA, DRAINAGE AND PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT K	0.8194	COMMON AREA, DRAINAGE AND PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT L	0.0477	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT M	0.0233	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT N	0.0236	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT O	0.0388	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT P	0.0687	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION
TRACT Q	0.0236	COMMON AREA, PUE	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION	CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. ALL TRACTS WITHIN PARCEL 27, 28, 29 AND 30 AS SHOWN HEREON WILL BE OWNED AND MAINTAINED BY THE **CANTAMIA AT ESTRELLA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT ORGANIZATION.**

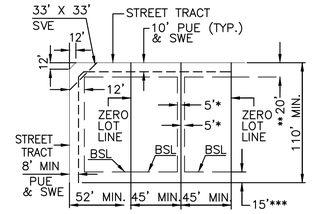
SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,902,409	43.6733
STREET ROW (TRACT A1)	343,105	7.8766
NET AREA	1,559,304	35.7967
LOT SIZE (MIN.)	45' X 110'	
TOTAL LOTS	162	
AREA SUBDIVIDED INTO LOTS	1,228,218	28.1961
GROSS DENSITY	3.71	
OPEN SPACE	331,085	7.6007
% OF GROSS AREA IN O.S.	17.40%	
EXISTING ZONE	P.A.D.	

RESIDENTIAL DEVELOPMENT STANDARDS		
	SFD PR	SF CL
MINIMUM NET SITE AREA	N/A	N/A
MINIMUM LOT WIDTH	N/A	N/A
MINIMUM LOT DEPTH	N/A	N/A
MAXIMUM HEIGHT	30' – 2 STORIES	30' – 2 STORIES
MAXIMUM BUILDING COVERAGE	60%	75%

MINIMUM SETBACKS		
FRONT	20' *	20' *
MINIMUM SIDE YARD	5'	5'
TOTAL BOTH SIDES	10'	10'
REAR YARD	15'	15'
STREET SIDE	10'	10'

* FRONT YARD SETBACK OF AN UNOCCUPIED SIDE ENTRY GARAGE OR A "HOUSE FORWARD OF A GARAGE" DESIGN MAY BE 12' MINIMUM.

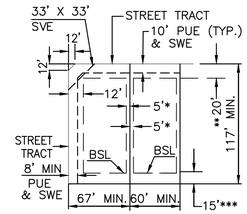
EDU DENSITY CALCULATION				
	PARCELS			
	27	28	29	30
NUMBER OF DWELLING UNITS	18	50	54	40
DIVIDED BY ADJUSTED GROSS AREA	5.3	15.9	13.2	8.1
ADJUSTED GROSS DENSITY	3.39	3.15	4.09	4.96
EDU CALCULATION				
NUMBER OF DWELLING UNITS	18	50	54	40
*** EQUIVALENT EDU FACTOR FOR 2–4 DU/AC (1.00 PER DU)	1.00	1.00		
*** EQUIVALENT EDU FACTOR FOR 4–6 DU/AC (0.82 PER DU)			0.82	0.82
ADJUSTED EDUS PER PARCEL	18	50	44	33
TOTAL EDUS PER PROJECT	145			
ADJUSTED GROSS AREA CALCULATIONS				
AREA OF LOCAL STREET ROW	1.00	3.31	1.89	1.68
PLUS AREA SUBDIVIDED INTO LOTS	3.52	10.17	9.32	5.18
AREA SUBTOTAL	4.52	13.48	11.21	6.86
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85	0.85	0.85	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	5.32	15.86	13.19	8.07



*10' MINIMUM BETWEEN BUILDINGS
** 12' FRONT SETBACK W/HOUSE FORWARD DESIGN OR UNOCCUPIED SIDE ENTRY GARAGE
*** IN AREAS WHERE 6" ROLL CURB IS USED ON THE FRONTING STREET, THE REAR SETBACK CAN DECREASE A MAXIMUM OF 1.0' TO ALLOW 20.0' FRONT SETBACK FROM BACK OF WALK TO FACE OF GARAGE DOOR.

TYPICAL LOT DETAIL N.T.S

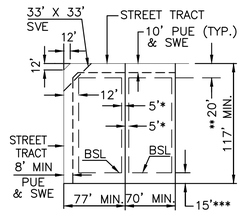
PARCEL 30



*5' MINIMUM SIDEYARD SETBACK WITH AGGREGATE 10' MIN.
** 12' FRONT SETBACK W/HOUSE FORWARD DESIGN OR UNOCCUPIED SIDE ENTRY GARAGE
*** IN AREAS WHERE 6" ROLL CURB IS USED ON THE FRONTING STREET, THE REAR SETBACK CAN DECREASE A MAXIMUM OF 1.0' TO ALLOW 20.0' FRONT SETBACK FROM BACK OF WALK TO FACE OF GARAGE DOOR.

TYPICAL LOT DETAIL N.T.S

PARCELS 27 AND 29



*5' MINIMUM SIDEYARD SETBACK WITH AGGREGATE 10' MIN.
** 12' FRONT SETBACK W/HOUSE FORWARD DESIGN OR UNOCCUPIED SIDE ENTRY GARAGE
*** IN AREAS WHERE 6" ROLL CURB IS USED ON THE FRONTING STREET, THE REAR SETBACK CAN DECREASE A MAXIMUM OF 1.0' TO ALLOW 20.0' FRONT SETBACK FROM BACK OF WALK TO FACE OF GARAGE DOOR.

TYPICAL LOT DETAIL N.T.S

PARCEL 28



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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30

ESTRELLA PARKWAY AND WILLIS ROAD

GOODYEAR, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1018

DATE: Jan 2022

SCALE: NONE

DRAWN: JHVD

APPROVED: KJP

MUNICIPAL TRACKING NO:

DWG. NO.

FP03

SHT. 3 OF 12

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N86°21'05"W	28.96'
L2	N03°36'54"E	16.58'
L3	N39°32'26"W	21.58'
L4	N39°57'16"W	21.58'
L5	S89°28'18"W	12.65'
L12	S17°00'15"E	16.29'
L14	S66°14'40"W	15.81'
L15	S17°37'54"E	18.60'
L41	N86°02'53"W	36.45'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	692.58'	0°24'50"	5.00'
C2	692.58'	4°30'16"	54.45'
C3	260.00'	55°20'48"	251.15'
C4	138.00'	32°59'08"	79.45'
C19	28.00'	50°31'57"	24.69'
C20	50.00'	281°03'54"	245.28'
C21	28.00'	50°31'57"	24.69'

N

SCALE: 1" = 30'

SEE SHEET 05

SEE SHEET 07

SEE SHEET 06

W. ASHURST DR

S. 182ND AVE

S. 181ST DR

W. BRIARWOOD DR

W CANTAMIA PARKWAY SOUTH

TRACT A1

TRACT B

TRACT C

TRACT D

TRACT G

TRACT H

TRACT Q

TRACT 2
PHASE 2
MASTER PLAT OF
CANTAMIA PHASES 2 AND 3
BOOK 1249, PAGE 36, MCR

CANTAMIA PHASE 2 TRACT 3
BOOK 1297, PAGE 26, MCR

SEWER EASEMENT
PER DOC _____
MCR

INSTALL MAINTENANCE AND ACCESS ROAD, 3" ABC ON FIRM NATIVE SOIL OR 9" OF VERIFIED RECOMPACTED SOIL (20' WIDE)

LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED	R/W	RIGHT-OF-WAY
⊡	FOUND BRASS CAP IN HAND HOLE	PUE	PUBLIC UTILITY EASEMENT
◎	FOUND BRASS CAP FLUSH	SVE	SIGHT VISIBILITY EASEMENT
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED	VNAE	VEHICLE NON-ACCESS EASEMENT
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"	MCR	MARICOPA COUNTY RECORDS
		RLS	REGISTERED LAND SURVEYOR
		APN	ASSESSOR PARCEL NUMBER
	BOUNDARY LINE	①	33'X33' SIGHT VISIBILITY EASEMENT
	SECTION LINE	*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
	CENTER LINE	**	KEY LOTS (NONE)
	RIGHT OF WAY	***	T-INTERSECTION (SEE NOTE 16)
	PARCEL LINE		
	EASEMENT LINE		

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
3/22/2022
Date Signed
PHOENIX, U.S.A.

HILGARTWILSON
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www.hilgartwilson.com

CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30
ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

STATUS:
PROJ. NO.: 1018
DATE: Jan 2022
SCALE: AS SHOWN
DRAWN: JHVD
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP04
SHT. 4 OF 12

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LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
——— ———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L13	S12°48'39"E	16.97'
L16	S77°11'21"W	16.97'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C10	28.00'	20°37'35"	10.08'
C11	50.00'	131°15'10"	114.54'
C12	28.00'	20°37'35"	10.08'
C13	28.00'	20°37'35"	10.08'
C14	50.00'	131°15'10"	114.54'

NORTH QUARTER CORNER
SECTION 34, T1S, R2W
FOUND 5/8" REBAR WITH BADLY BENT 2" MARICOPA COUNTY ALUMINUM CAP, STAMPED T1S R2W S27 S34, DATED 2003 RLS 36563, UP 0.8'±

2928.94'

SEE SHEET 07

WILLIS ROAD
BOOK 936, PAGE 01, MCR

N32°11'21"E 1826.46'

N32°11'21"E 475.63'

TRACT A1

S. 182ND LN

TRACT A

TRACT B

TRACT F

TRACT D

W. ASHURST DR

W. BRIARWOOD DR

SEE SHEET 07

SEE SHEET 04

SEE SHEET 04

25

47

48

24*

23***

22

21

20

15*

16

17

18

19

14

13

12

11

10

N32°11'21"E 175.37'

N32°11'21"E 277.16'

N32°11'21"E 226.00'

N32°11'21"E 117.00'

S32°11'21"W 117.00'

S57°48'39"E 405.16'

S57°48'39"E 352.01'

S57°48'39"E 379.58'

N57°48'39"W 505.47'

N57°48'39"W 512.66'

339.36'

346.00'

328.68'

352.01'

N32°11'21"E 124.00'

S32°11'21"W 117.00'

N32°11'21"E 117.00'

S32°11'21"W 124.00'

N32°11'21"E 124.00'

113.00'

210.00'

67.00'

70.00'

71.00'

21.58'

11.31'

5.66'

1.95'

98.42'

144.21'

10' PUE

8' PUE

1' VNAE

8' PUE PER BOOK 916, PAGE 01, MCR

POINT OF BEGINNING

S89°30'40"E 260.74'

N0°29'20"E 5311.16'

2382.22'

TRACT 2
PHASE 2
MASTER PLAT OF
CANTAMIA PHASES 2 AND 3
BOOK 1249, PAGE 36, MCR

SOUTHWEST CORNER OF SECTION 34, T1S, R2W, FOUND GLO BRASS CAP, DATED 1916

2604.07'
2636.55'

32.47'

SOUTH QUARTER CORNER OF SECTION 34, T1S, R2W, FOUND REBAR (BENT)

2637.87'

N89°29'46"W 5274.41'
(BASIS OF BEARING)

SOUTHWEST CORNER OF SECTION 35, T1S, R2W, FOUND GLO BRASS CAP STAMPED "S34/S35 DATED 1916"
POINT OF COMMENCEMENT

N

30 0 30 60
SCALE: 1" = 30'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
02/22/2022
Signed
ARIZONA, U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30
ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

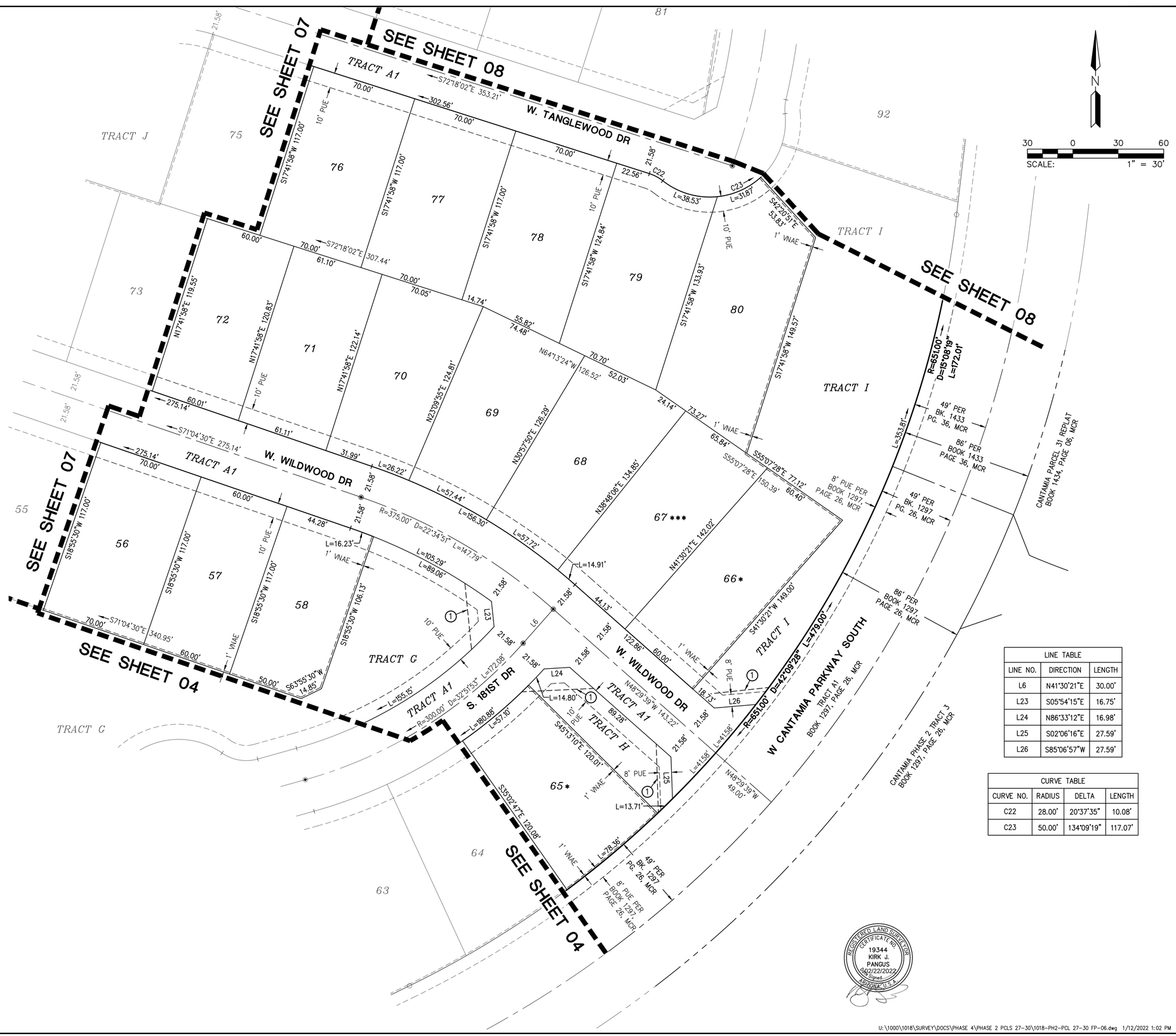
PROJ. NO.: 1018	STATUS:
DATE: Jan 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JHVD	
APPROVED: KJP	

DWG. NO.
FP05
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LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
⧈	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
———	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	N41°30'21"E	30.00'
L23	S05°54'15"E	16.75'
L24	N86°33'12"E	16.98'
L25	S02°06'16"E	27.59'
L26	S85°06'57"W	27.59'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C22	28.00'	20°37'35"	10.08'
C23	50.00'	134°09'19"	117.07'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J. PANGUS
06/22/2022
Signed
ARIZONA, U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30
ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

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PROJ. NO.: 1018	STATUS:
DATE: Jan 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JHVD	
APPROVED: KJP	

DWG. NO.
FP06
SHT. 6 OF 12

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LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
⊙	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

LINE NO.	DIRECTION	LENGTH
L17	S77°11'21"W	16.97'
L20	S12°48'39"E	16.97'
L21	N77°11'21"E	16.97'
L22	N73°50'24"E	18.06'
L27	S16°49'47"E	15.90'
L42	N03°23'26"E	4.15'
L46	S17°21'15"W	2.26'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	300.00'	11°14'48"	58.89'
C14	50.00'	131°15'10"	114.54'
C15	28.00'	20°37'35"	10.08'
C33	20.00'	20°37'35"	7.20'
C34	58.00'	36°24'59"	36.86'

SCALE: 1" = 30'

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30

ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

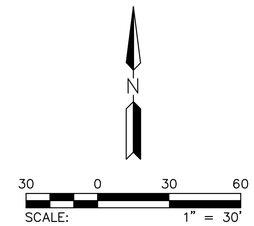
STATUS:
PROJ. NO.:1018
DATE: Jan 2022
SCALE: AS SHOWN
DRAWN: JHVD
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP07
SHT. 7 OF 12

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LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	S83°17'36"E	71.37'
L28	N61°53'07"E	16.73'
L29	N38°17'36"W	16.97'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C6	425.00'	13°11'00"	97.79'
C7	300.00'	10°59'35"	57.56'
C23	50.00'	134°09'19"	117.07'
C24	28.00'	18°53'54"	9.24'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
04/22/2022
Signed
ARIZONA, U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30

ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

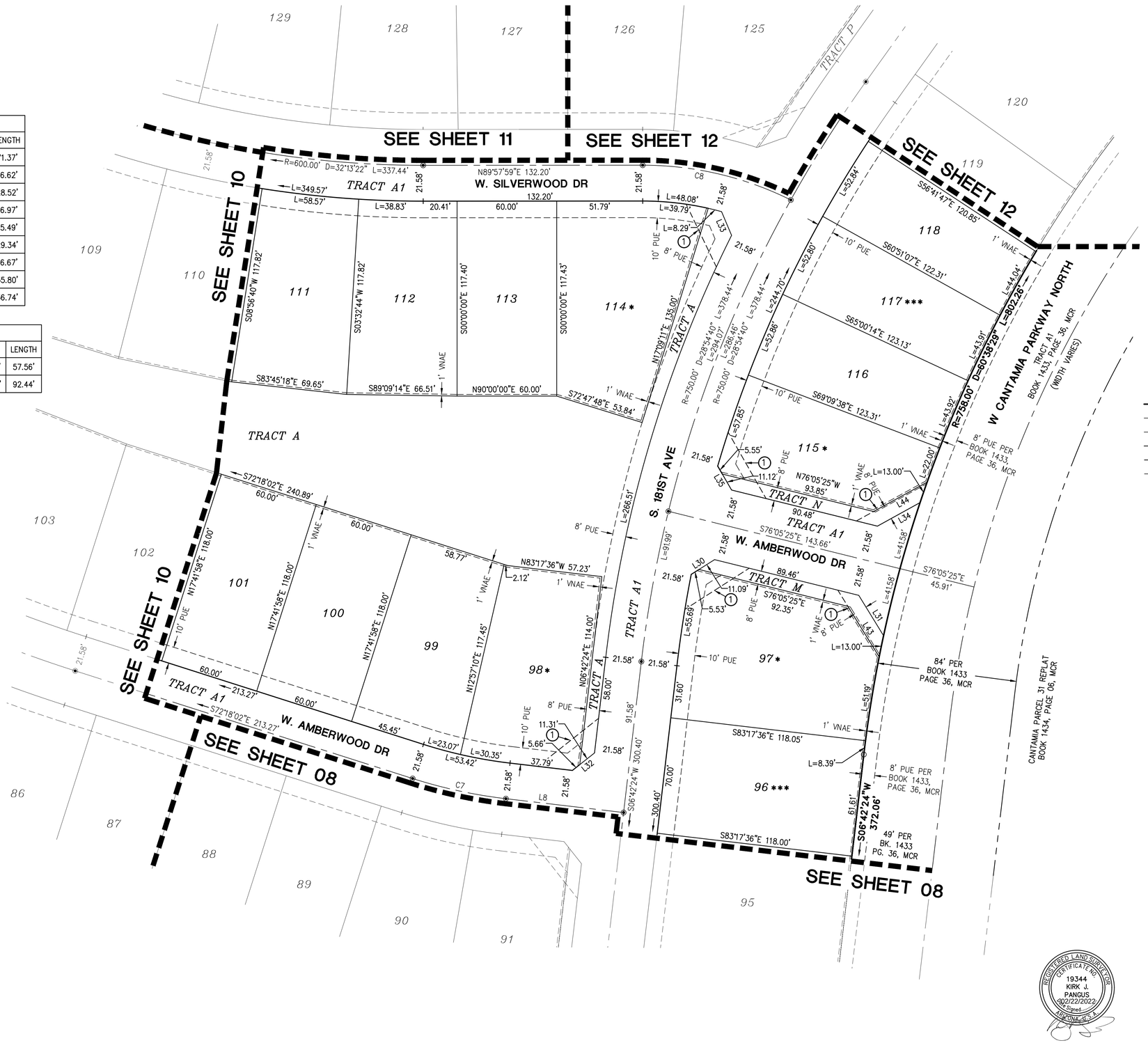
STATUS:
PROJ. NO.:1018
DATE: Jan 2022
SCALE: AS SHOWN
DRAWN: JHYD
APPROVED: KJP
MUNICIPAL TRACKING NO:

DWG. NO.
FP08
SHT. 8 OF 12

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	S83°17'36"E	71.37'
L30	N57°44'04"E	16.62'
L31	S31°34'15"E	28.52'
L32	S51°42'24"W	16.97'
L33	S22°51'45"E	15.49'
L34	S61°05'16"W	29.34'
L35	N30°05'46"W	16.67'
L43	S31°48'59"E	35.80'
L44	S61°15'50"W	36.74'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C7	300.00'	10°59'35"	57.56'
C8	200.00'	26°28'50"	92.44'



N

30 0 30 60

SCALE: 1" = 30'

LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— - ———	CENTER LINE
——— — ———	RIGHT OF WAY
——— ———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
02/22/2022
Date Signed
ARIZONA U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30

ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

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DRAWN: JHVD
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP09
SHT. 9 OF 12

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	S57°48'39"E	53.90'
L9	S57°48'39"E	70.03'
L18	N77°11'21"E	16.97'
L19	S57°48'39"E	20.32'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C16	28.00'	20°37'35"	10.08'
C17	50.00'	131°14'24"	114.53'
C18	28.00'	20°22'59"	9.96'
C26	50.00'	131°15'10"	114.54'
C27	28.00'	20°37'35"	10.08'

SEE SHEET 11

SEE SHEET 11

W. SILVERWOOD DR

R=600.00' D=32°13'22" L=337.44'

TRACT A1

TRACT A

WILLIS ROAD
BOOK 935, PAGE 01, MCR

8' PUE PER BOOK 916 PAGE 01, MCR

S. 182ND DR

W. AMBERWOOD DR

R=800.00' D=14°29'23" L=202.31'

N32°11'21"E 4275.61'

N32°11'21"E 1826.46'

SEE SHEET 09

SEE SHEET 07

SEE SHEET 08

SEE SHEET 07

106*** 107 108 109 110 111

36*** 35* 34* 33* 32* 31

105 104 103 102 101 100

37 38 39 40

TRACT K

86 87 88 89

30

132 131 130 129

30 0 30 60
SCALE: 1" = 30'

LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
6/22/2022
Signed
ARIZONA, U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30
ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

PROJ. NO.: 1018	STATUS:
DATE: Jan 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JHVD	
APPROVED: KJP	

DWG. NO.
FP10
SHT. 10 OF 12

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NORTH QUARTER CORNER
SECTION 34, T1S, R2W
FOUND 5/8" REBAR WITH BADLY
BENT 2" MARICOPA COUNTY
ALUMINUM CAP, STAMPED
T1S R2W S27 S34, DATED 2003
RLS 36563, UP 0.8'±

N88°51'31"E 2731.36'

1180.88'

1550.48'

NORTHEAST CORNER
SECTION 34, T1S, R2W
FOUND GLO BRASS CAP
STAMPED "S27/S26
S34/S35 DATED 1931"

N1°08'29"W 1409.14'

CANTAMIA PARCEL 35
LOTS 32 THROUGH 51 REPLAT
BOOK 1513, PAGE 10, MCR

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L9	S57°48'39"E	70.03'
L11	N57°48'39"W	40.00'
L37	N12°48'39"W	16.97'
L38	N77°11'21"E	16.97'
L39	S57°48'39"E	6.42'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C25	28.00'	20°37'35"	10.08'
C26	50.00'	131°15'10"	114.54'
C28	28.00'	20°37'35"	10.08'
C29	50.00'	130°56'39"	114.27'
C30	28.00'	21°55'15"	10.71'

N

30 0 30 60
SCALE: 1" = 30'

LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
——— ———	SECTION LINE
——— - ———	CENTER LINE
——— — ———	RIGHT OF WAY
———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

W MOUNTAIN VISTA DRIVE
TRACT A2
(WIDTH VARIES)
BOOK 1513, PAGE 10, MCR

WILLIS ROAD
BOOK 936, PAGE 01, MCR

W. HIDDENVIEW DR

S. 181ST DR

W. SILVERWOOD DR

TRACT A
TRACT A1
TRACT O

SEE SHEET 12
SEE SHEET 10
SEE SHEET 09

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
02/22/2022
Signed
ARIZONA, U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30

ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

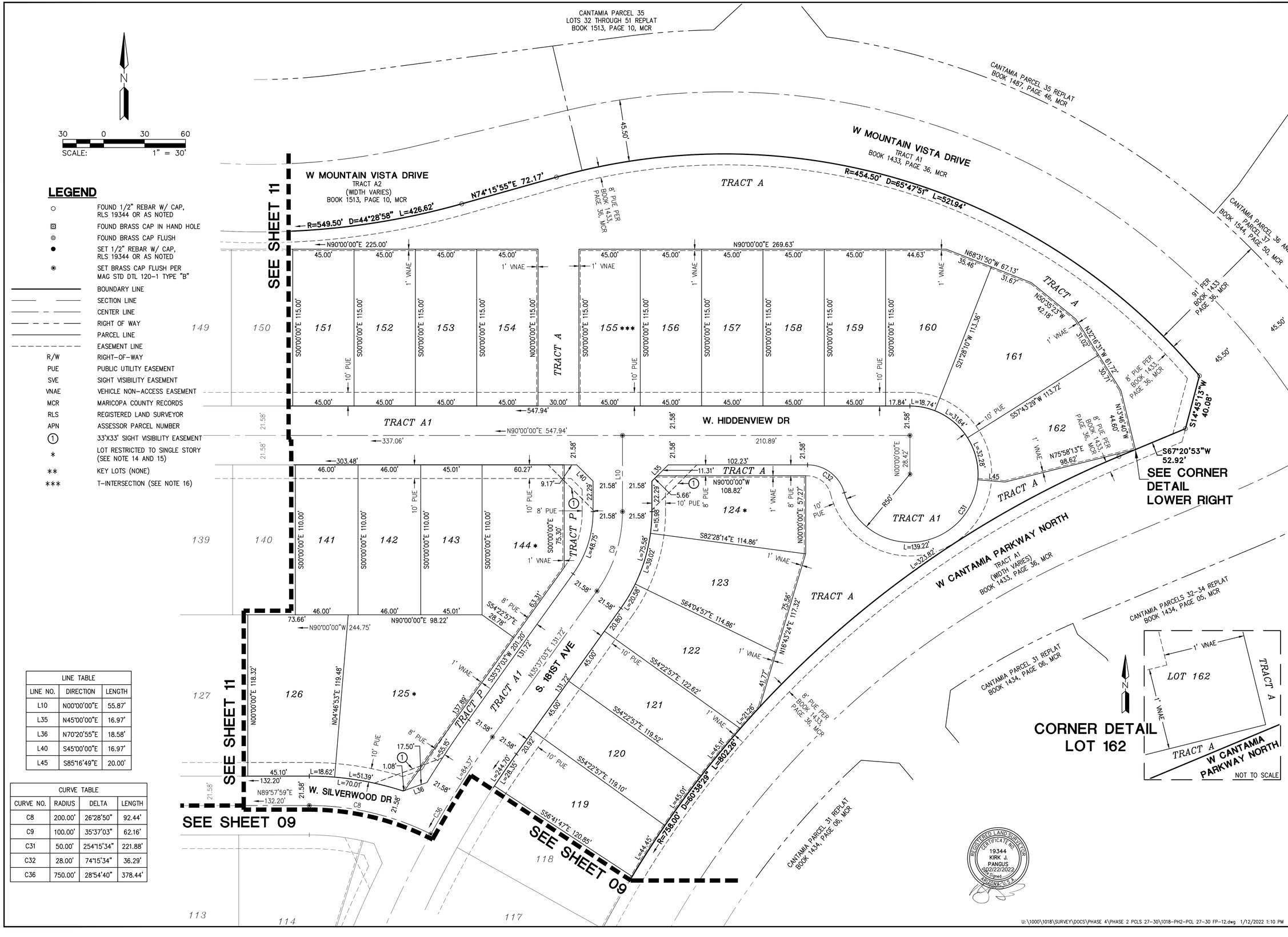
FINAL PLAT

PROJ. NO.: 1018	STATUS:
DATE: Jan 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JHVD	
APPROVED: KJP	

DWG. NO.
FP11
SHT. 11 OF 12

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LEGEND

○	FOUND 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
◉	SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
———	BOUNDARY LINE
———	SECTION LINE
——— — ———	CENTER LINE
——— — ———	RIGHT OF WAY
———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY EASEMENT
*	LOT RESTRICTED TO SINGLE STORY (SEE NOTE 14 AND 15)
**	KEY LOTS (NONE)
***	T-INTERSECTION (SEE NOTE 16)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L10	N00°00'00"E	55.87'
L35	N45°00'00"E	16.97'
L36	N70°20'55"E	18.58'
L40	S45°00'00"E	16.97'
L45	S85°16'49"E	20.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	200.00'	26°28'50"	92.44'
C9	100.00'	35°37'03"	62.16'
C31	50.00'	254°15'34"	221.88'
C32	28.00'	74°15'34"	36.29'
C36	750.00'	28°54'40"	378.44'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
06/22/2022
Signed
ARIZONA, U.S.A.

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CANTAMIA PHASE 2 PARCELS 27, 28, 29 AND 30

ESTRELLA PARKWAY AND WILLIS ROAD
GOODYEAR, ARIZONA

FINAL PLAT

PROJ. NO.: 1018
STATUS:
DATE: Jan 2022
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MUNICIPAL TRACKING NO:
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DWG. NO.
FP12
SHT. 12 OF 12

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AGENDA ITEM #_____
DATE: December 15, 2014
COAC NUMBER: 14-5418

CITY OF GOODYEAR
CITY COUNCIL ACTION FORM

SUBJECT: PRELIMINARY PLAT FOR CANTAMIA PHASE 2 AND 3, CONSISTING OF 1,073 SINGLE FAMILY RESIDENTIAL LOTS AND 168 TRACTS ON 326.79 ACRES.	**STAFF PRESENTER**: Hector Tapia, AICP, Project Planner **CASE NUMBER**: 14-500-00004 **APPLICANT**: Zach Hilgart, Hilgart / Wilson

RECOMMENDATION:

Approve the preliminary plat for CantaMia Phase 2 and 3 subdividing 326.49 acres into 1,073 single family lots and 168 tracts, generally located southwest of Estrella Parkway and southeast of Willis Road within the Estrella Mountain Ranch (EMR) Villages X Planned Area Development (PAD), subject to the following stipulations:

1. Compliance with the stipulations stated in Ordinance No. 05-947, the second Amendment for EMR Villages X PAD;
2. The preliminary landscape plan is conditionally approved, with the provision that construction level detail shown on the preliminary plan will be subject to further review when construction plans are submitted and may require revisions;
3. Easements for off-site improvements will need to be dedicated through separate instrument and duly noted on any final plat prior to recording;
4. Prior to the approval of a final plat for any part of CantaMia Phase 2 and 3 subdivision, developer shall demonstrate to the City that adequate potable water resources exist to serve the proposed final plat in the form of EDUs pursuant to the Northern Solution Water Facilities Agreement dated as of March 2, 2012 recorded, in the official records of Maricopa County as instrument 2012 0179581. Additionally no building permits for vertical construction (i.e. ground up construction) shall be issued until the NNP Common Facilities (except for the NNP Well 2 Facilities) as those terms are defined in the Northern Solution Water Facilities Agreement have been completed, except that the Director of Engineering or designee shall, in his/her sole discretion, be allowed to waive this prohibition to allow for the construction of model homes if the Director of Engineering or designee is satisfied with the progress towards the completion of the NNP Common Facilities;
5. All utilities within and abutting the subject property, including cable television, shall be placed underground, with the exception of 69 kV or larger electric lines. This shall be shown on the construction plans submitted with the final plat, noted on the final plat, and completed as each phase is developed, prior to the issuance of the first Certificate of Occupancy in such phase;

6. Common landscape and open space improvements within the platted parcel shall be completed upon issuance of the first certificate of occupancy for a dwelling unit within the plat for such parcel;

7. All open space areas, trails, and other community amenities shall be privately owned and maintained by the homeowners association (HOA), and a note shall be placed on the final plat indicating HOA ownership and maintenance responsibilities of these tracts;

8. The developer shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2025 (Objective GD-2-4, Policy a). This display shall include a 24-inch by 36-inch map at the main entrance of such sales facilities and shall include the approximate locations of the homes being sold clearly depicted;

9. The Public Sales Report and final plats shall include a statement that CantaMia may be subject to attendant noise, vibrations, dust and all other effects that be caused by overflights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport. The developer or successor shall provide for a waiver agreement, which shall run with the land, for each initial homebuyer to sign and shall include the following statement: "This development is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over-flights and by the operation of aircraft landing at, or taking off from, Luke Air Force 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";

10. Building elevations for all dwellings to be constructed in this subdivision shall be submitted to City staff for review and approval prior to submittal of any single family building permit application. Elevations shall conform to the city's prevailing design guidelines;

11. The type of housing product proposed shall be specified on the final plat and the development standards table and final plat shall show the standards appropriate to that type of housing product;

12. The same elevation for dwelling units shall not be placed side by side or across the street from one another unless the elevation is fundamentally different as determined by City staff during the residential design review process;

13. Two-story homes shall not be permitted on corner lots or lots within 35 feet of Estrella Parkway or Willis Road. The final plat for this subdivision shall contain a note listing all lots subject to this stipulation and a corresponding symbol shall be placed on each lot identified on the final plat;

14. No more than three (3) two-story homes will be allowed side by side. Three (3) consecutive two-story homes must be followed by a minimum of two (2) single-story homes. Such language shall be placed as a note on the final plat;

15. The location of mail boxes is to be integrated within the development and their architectural design shall match the specification and type of mailbox used throughout Phase 1 of CantaMia. The location and design of the mail boxes shall be included within the landscape construction plans for this subdivision;

16. All lots with view fencing adjacent to common open space areas shall be required to have completed rear yard landscaping within 120 days of issuance of a certificate of occupancy for the dwelling;

17. The developer shall provide and install a front yard landscape package for each dwelling within 90 days of issuance of the certificate of occupancy for that dwelling;

18. Where lots abut internal landscape/open space, rear yard view fences to meet community design guidelines may be installed by the homeowner at the homeowner's expense;

19. The final plat shall include a note stating driveways upon key lots shall be located on the opposite side from the lot line that the key lot shares with the corner lot and a corresponding symbol shall be placed on each key lot identified on the final plat;

20. Streets within the subdivision shall be privately owned and maintained. In the event a request is made to dedicate the streets to the City of Goodyear and the City chooses to accept the dedication, the developer and/or homeowners association shall bring the streets to current City standards in effect when the request is made;

21. The following information shall be disclosed in the Public Sales Report and a note on the final plat: "CantaMia is in proximity to the proposed Loop 303 Freeway, Willis Road and Rainbow Valley Road and may be subject to potential noise intrusion, vibrations, dust, and all other effects that may be associated with such roadways." The developer or successor shall provide for a waiver agreement, which shall run with the land, for each initial homebuyer to sign and shall include the following statement: "CantaMia is in close proximity to the proposed Loop 303, Willis Road, and Rainbow Valley Road and may be subject to potential noise intrusion, vibrations, dust and all other effects that may be caused by said roadways. The Owner does release and discharge the City of Goodyear the developer and the homebuilder from any liability from any 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 said roadways;

22. For all lot purchasers within Parcels 20 and 21, the Public Sales Report and final plat shall include a statement that "Parcels 20 and 21 of CantaMia may be subject to attendant noise, odor and all other effects that may be caused by the operations at the Rainbow Valley Water Reclamation Facility and the owner does further release and discharge the City of Goodyear, Newland Communities and AV Homes 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;"

23. The Public Sales Report and Final Plats for CantaMia residential development shall include an statement that CantaMia is adjacent to land designated for development as commercial or industrial uses and may be subject to potential noise intrusion, vibrations, dust, and all other effects that may be associated with such uses;

24. Prior to the issuance of the first building permit for any home in CantaMia Phase 2 and 3, the developer shall cause the installation of temporary signs announcing the occurrence of future commercial or industrial according to the approved PAD. Such signs shall be a minimum of 32 square feet but not greater than 48 square feet, with a maximum height of eight (8) feet. A City building permit is required for any signs over six (6) feet in height. Such signs shall be maintained by the developer, or its successor in interest, until such time as the commercial or industrial properties are developed.

25. The portion of Willis Road adjacent to CantaMia Phase 2 shall be improved concurrent with platting of adjacent parcels as a full half-street with all amenities as part of Phase 2 of CantaMia, including necessary tapers and transitions to existing pavement sections;

26. The portion of Willis Road adjacent to CantaMia Phase 3 shall be improved concurrent with platting of adjacent parcels as a full half-street with all amenities as part of Phase 3 of CantaMia, including necessary tapers and transitions to existing pavement sections;

27. Prior to or concurrent with the submittal of any final plats for Phase 2 and 3 and any tracts depicted on the final plat for which permission to phase construction is sought, a construction phasing plan shall be submitted to Engineering for review and approval. The phasing plan shall identify all infrastructure improvements needed to support the final plat. The construction drawings for the improvements needed in accordance with the approved phasing plan shall be approved prior to the approval of the final plat. Construction drawings for each construction phase shall be submitted on separate plan sets. A development agreement may be required to formally approve the phasing plan. The decision to allow the phasing of the construction of infrastructure improvements and the determination as to whether a development agreement is required shall be determined by the City of Goodyear's Director of Engineering or designee;

28. A maintenance plan shall be submitted with mass grading plans for review and approval for any part of the preliminary plat for which mass grading is proposed. The maintenance plan shall address the maintenance of storm drain pipes, retaining walls, and any other elements that are above and beyond earthwork and shall be approved prior to the issuance of a grading permit. The City may require the developer to submit bonding to guarantee the on-going performance of maintenance by the developer ;

29. Grading, storm drain pipes, and retaining walls in an existing FEMA floodplain will be considered at-risk until a CLOMR has been approved by FEMA. Permits for subdivision improvements other than grading, storm drain pipes, and retaining walls in an existing FEMA floodplain will not be issued until a CLOMR has been submitted to FEMA for review and approval. These improvements will be considered at-risk until a CLOMR is approved by FEMA. Building permits in the existing floodplain will not be issued until the CLOMR is approved by FEMA;

30. A right turn lane shall be provided on Willis Road for the entry collector;

31. Developer or its Successor shall be responsible for the following payments:

    a) Fifty (50) percent of the cost of the traffic signal on Willis Road at the main entrance;

    b) Fifty (50) percent of the cost of the traffic signal at Estrella Parkway and the entry collector;

    c) Twenty-five (25) percent of the cost of the traffic signal at Willis Road and Estrella Parkway;

    Traffic signals shall be installed or an in lieu payment provided to the City as directed by the City Engineer, or his designee, prior to issuance of the first building permit in Phase 2;

32. Bus bays shall be required for northbound Willis Road just north of Rainbow Valley Road and just north of the main entrance;

33. The Developer shall provide for an emergency entry system at the front gate and submit an automatic gate access device plan to the Fire and Police Departments for review and approval prior to the construction of such element. The device shall be installed per the prevailing Engineering Design Standards with a key pad coded backup;

34. The Developer shall provide a detail of the gated entrance, queuing area, and turn radius at the time that the gated entry is being proposed for construction for City Staff review and approval. The gate shall include pedestrian control. A minimum of 20-feet clear width between the open gates at the entrance into the subdivision shall be provided for emergency access;

35. Any Final Plat and the Conditions, Covenants, and Restrictions (CC&Rs) shall include a statement that private streets, sidewalks, signage and street lighting shall be constructed and maintained by the Developer until transferred to a duly incorporated property owners association and thereafter maintained by such association;

36. If the Developer or homebuilder fails to comply with any of the stipulations contained in this ordinance or fails to comply with any other City codes and regulations in the development of CantaMia Phase 2 and 3, then the Development Services Director, or his designee, with respect to such Developer or Homebuilder may suspend issuance of building or construction permits within the parcel in violation until the Developer or Homebuilder cures the item in default;

37. The Developer shall submit a certified study with the construction plans for this development for review by the City Engineer, or his designee, that documents that the size and design of the gates at all entrances are adequate to serve a community of this size.

38. Final plats shall not be approved for Parcels 20 and 21 until appropriate odor control facilities have been installed at the Rainbow Valley Water Reclamation Facility which will result in the reduction of the required buffer from 1000 feet to 350 feet;

PURPOSE:

The applicant is requesting a preliminary plat for Phases 2 and 3 within CantaMia (previously known as Village X-Province). The preliminary plat consists of 326.79 acres that will be subdivided into 1,073 single family residential lots and 168 tracts. The proposal replaces the previously approved preliminary plat for Phases 2 and 3 of CantaMia and modifies some lot sizes and some of the lakes and includes 66 fewer lots than the original PAD approval. The preliminary plat is consistent with the land use, development standards, and with the residential density approved as part of the EMR Village X PAD. The preliminary plat is consistent with the requirements of the City's Subdivision Regulations. The Planning Commission voted (6-0) to forward a recommendation of approval to the City Council.

BACKGROUND AND COMMUNITY BENEFIT:

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.

Historical Information:

On July 25, 1988, the City Council adopted Ordinance No. 88-257 approving the original Estrella Phase II Planned Area Development (PAD) consisting of 5,493 acres. On April 20, 2005, the City Council approved an amendment for Village X of Estrella Mountain Ranch with the adoption of Ordinance No. 2005-947. This amendment facilitated the development of Province, an active adult community, now known as CantaMia. The subject property is designated as Single Family Detached Primary Residential (SFD-PR) and Single Family Attached Creative Lot Residential (SFA-CLR) in the Village X PAD. The City Council approved the preliminary plat for Village X on April 10, 2006. The City Council approved final plat for Province (CantaMia) Parcels 1 through 14 in early 2007. These parcels are currently under construction with single family homes. A community center and model home complex has also been completed.

On July 30, 2013, the City's Development Services Department approved a minor amendment to the Village X PAD. The amendment allowed the SFA-CL land use designation within the PAD to be developed with detached single family homes in addition to attached single family homes. On October 16, 2014, the City's Development Services Department approved a minor amendment to Estrella Mountain Ranch Village X PAD. This minor amendment reduced the total number of single family residential lots from 1,139 to 1,073, increased some lot sizes, replaced some areas of the lakes with open space tracts, and expanded the open space are adjacent to the community to allow the development of additional amenities.

Surrounding Properties:
Existing land uses and zoning surrounding the subject property include the following:

- East/Northeast - the property is vacant with a General Plan designation of Low-Medium Density Residential (L-MDR), Medium-High Density Residential (M-HDR) and Community Commercial (CC) and Zoning District of Final PAD.
- South - The boundary of the Project is located on the Pecos Road alignment. The roadway is not planned to be constructed along this alignment. The property at the southeastern boundary is vacant, the General Plan designation is Light Industrial (LI), and zoned PAD. The majority of the property is vacant, the General Plan designation is Low-Density Residential (LDR), and zoned Agricultural/Urban (AU). This property is State Trust Land.
- West/Northwest - The property is generally vacant with a General Plan designation of L-MDR (with some existing single family detached lots) and LI (existing Wastewater Treatment Facility) and Zoning District of Final PAD.

Details of the Request:
The preliminary plat for CantaMia Phases 2 and 3 consists of 326.79 acres that will be subdivided into 1,073 single family residential lots and 168 tracts. The number of lots proposed is 66 less than the 1,139 approved previously and the new total for the project of 1,716 is well below the maximum of 1,975. The gross density is 3.3 dwellings per acre for Phase 2 and 3.2 for Phase 3. The amount of proposed open space is 69.03 acres (21.1%) which is approximately the same as in the previously approved preliminary plat.

Lot Size Table				
	Phase 2		**Phase 3**	
Lot Size	**# of Lots**	**% of Lot Mix**	**# of Lots**	**% of Lot Mix**
45’ x 110’	132	21%	135	30%
60’ x 117’	312	50%	249	55%
70’ x 117’	177	29%	68	15%
Total:	621		452	
Total Lots, Phase 2 and 3		**1,073**		

As designated in the PAD, minimum building setbacks are 20 feet for the front yard, 5 feet for the side yard, and 15 feet for the rear yard. The building lot coverage is 60%. The maximum building height is 30 feet or two stories. Standard single family detached residential housing and singe family attached (duplex) residential housing are intended for this subdivision.

Site Data			
	Phase 2	**Phase 3**	**Total**
Min Lot Area	4,950	4,950	4,950
Max Lot Area	15,625	16,389	16,389
Min Front Yard Building Setback	20’	20’	20’
Min Side Yard Building Setback	5’	5’	5’
Min Rear Yard Building Setback	15’	15’	15’

% Open Space (net)	19.1	23.9	21.1
Gross/Net Project Density	3.3	3.2	3.3

Staff Analysis and Findings:

The preliminary plat is consistent with the land use, development standards, and density approved by the EMR Village X PAD. The preliminary plat is consistent with the technical requirements of the City's Subdivision Regulations. The proposed subdivision provides for the orderly development of the property by identifying the required infrastructure needed to serve the development. The reconfigured lots conform to the zoning designations and are providing a similar lot mix except that the 60' x 86' lot has been enlarged to a depth of 110 feet. The elimination of the lakes, in favor of open space parcels with trails and amenities, should make the project more sustainable as it is relying on groundwater to fill the lakes until there is a connection to the Rainbow Valley WRF and a sufficient supply of reclaimed water.

The proposed development will provide additional housing opportunities within the City of Goodyear. The development of the property will also provide an increase in the City's construction sales tax revenues.

DEPARTMENTAL/FUNCTIONAL IMPACTS:

Luke Air Force Base:

The subject property is not within the vicinity of Luke Air Force Base and the subdivision should have no impact on base operations. A general note will be included on the final plat to inform the public and homeowners of the military base and potential for over-flights.

Phoenix-Goodyear Airport:

The subject property is outside the traffic pattern airspace of the Phoenix-Goodyear Airport and the subdivision should have no impact on airport operations. A general note will be included on the final plat to inform the public and homeowners of the airport and potential for over-flights.

School Districts:

The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. The school districts have indicated that they have adequate capacity to accommodate more students for the EMR Village X PAD – CantaMia Phase 2 and 3. Since CantaMia is being developed as an active adult community, no new students are expected from this residential development.

Fire Department:

The development is served by Fire Station No.182 located near Estrella Parkway and Santa Maria Drive, approximately three miles to the nearest point of Village X - CantaMia. A Fire Station is planned on Willis Road, east of the Rainbow Valley Water Reclamation Facility and will be developed when the recently adopted level of service criteria are met.

Solid Waste/Recycling:

Solid waste collection will be provided at curbside by City of Goodyear in accordance with standard policy and procedures for residential solid waste and recyclables collections.

Stormwater:
The conveyance of stormwater shall be in accordance with City of Goodyear Engineering Design Standards and Policies Manual. There are some washes that flow through the site that currently have flood plains that will need to be adjusted before those portions of Phases 2 and 3 can be final platted.

Streets/Access:
All streets within the subdivision will be private and constructed to city standards. The development is currently accessed from Estrella Parkway at Tanglewood Drive with a secondary temporary emergency access at the south end of Estrella Parkway to 174th Drive. The subdivision will have a second gated access point onto Willis Road. As Phases 2 and 3 develop, secondary emergency access will be provided to Willis Road until CantaMia Parkway is extended.

Water/Wastewater/Reclaimed Water:
This subdivision will be served by City of Goodyear water and wastewater utilities. The City and Newland Communities have entered into an agreement that will provide additional water supplies necessary to serve the Estrella area. The availability of water resources to serve each parcel will need to be demonstrated with each final plat. The lakes are part of a reclaimed water system which is used to irrigate common areas.

PREVIOUS ACTION AND DISCUSSION:

A preliminary plat for Village X (CantaMia) was approved by the City Council on April 10, 2006.

Planning and Zoning Commission:
The Planning and Zoning Commission considered this item at its regular meeting of November 19, 2014. The Commission unanimously voted (6-0) to forward a recommendation of approval to the City Council. No one from the public spoke on this item.

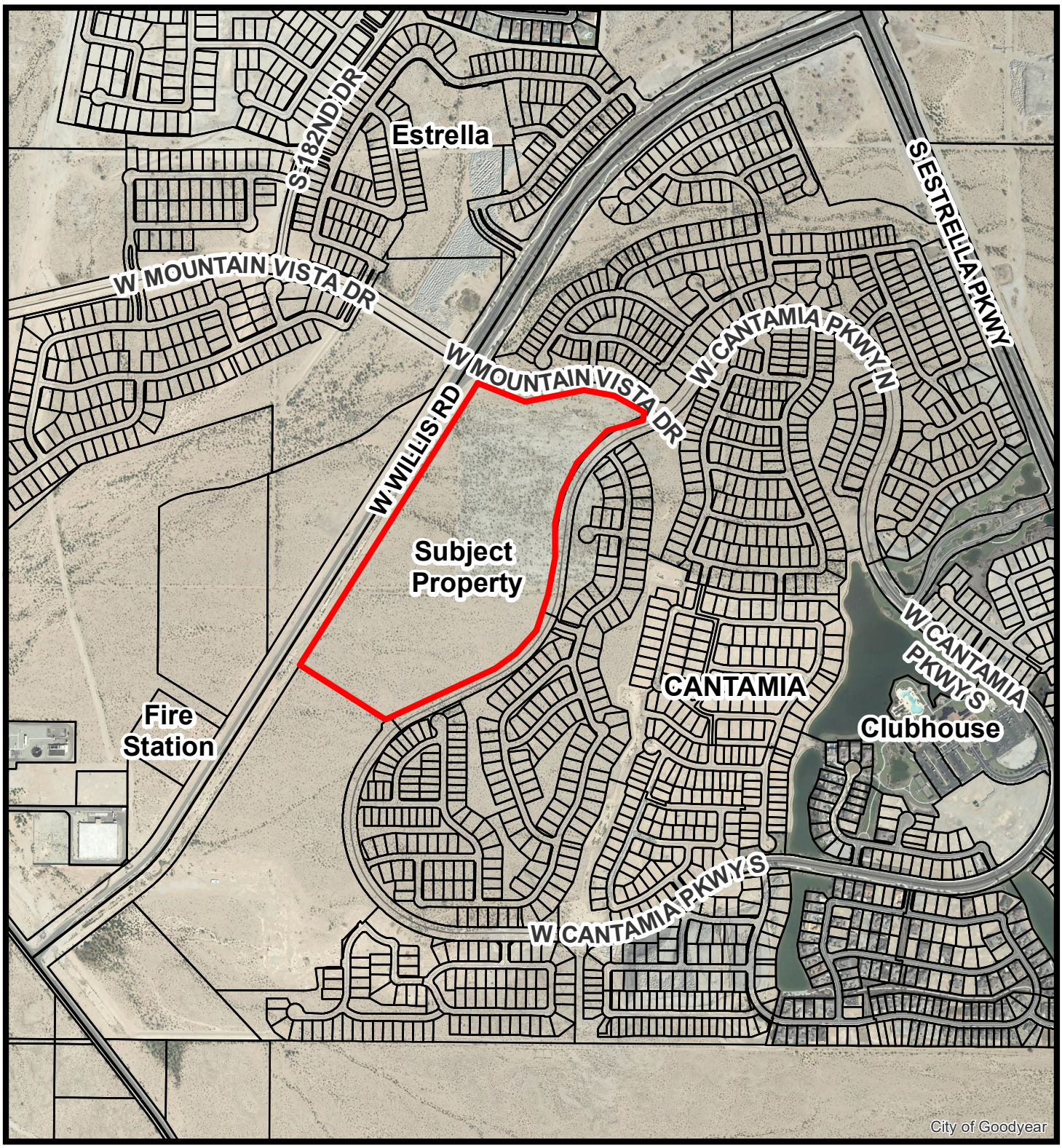
FISCAL ANALYSIS:

To the extent that this subdivision will provide for residential land use and development, there may be a net negative impact to the General Fund, not including construction sales tax, but no fiscal impact analysis has been conducted.

ATTACHMENTS:

1. Vicinity Map -Aerial Photo Exhibit
2. Project Narrative
3. Preliminary Plat – CantaMia Phase 2 and 3
4. Preliminary Landscape Plan

Aerial Photo Exhibit
CantaMia
Parcels 27-30



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: March 1, 2022

N

ITEM #: 18.
DATE: 03/28/2022
AI #:735

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (STARBUCKS DRIVE-THROUGH COFFEE SHOP)

STAFF PRESENTER(S): Steve Careccia, Planning Manager

OTHER PRESENTER(S):

Trish Flower, Upward Architects

SUMMARY

This is a Public Hearing for use permit for a convenience use (Starbucks drive-through coffee shop) proposed on a .98-acre parcel within the Canyon Trails Towne Center located at the northeast corner of Yuma Road and Cotton Lane. The center is zoned PAD (Planned Area Development) and is designated for commercial uses.

Recommendation

Approve the request for a use permit for a convenience use (Starbucks drive-through coffee shop) on a .98-acre parcel within the Canyon Trails Towne Center zoned PAD/Commercial, subject to stipulations (Steve Careccia, Planning Manager).

STIPULATIONS

1. All future development on the subject property (Property) 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;

2. The configuration and location of the proposed drive-through lanes and pick-up window and resultant traffic patterns shall be developed in substantial conformance with the preliminary site plan attached hereto. An amendment to the use permit shall be required if the Zoning Administrator determines that the site plan submitted for approval is not in substantial conformance with the preliminary site plan attached hereto;

3. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within 30 days of city staff's observation of the obstruction of the fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and Engineering Director, or designees. The failure to comply with the requirements set forth herein can result in the termination of this use permit if the approved traffic management plan required herein is not in place and implemented in a timely fashion following city staff's observations of obstructions to designated fire lanes and/or public streets and the repeated

obstruction of fire lanes and/or public streets can result in the termination of the use permit;

4. Three-foot high masonry screen walls, designed to match the existing screen walls within the Canyon Trails Towne Center commercial center, shall be installed along the drive-through lane, at the locations shown on the preliminary site plan attached hereto;

5. The buildings located on the Property shall be in substantial conformance with the conceptual building elevations attached hereto; and

6. No signage is approved as part of this use permit. All signage proposed on the Property shall require separate submittal and review of sign permits, and shall comply with the Comprehensive Sign Package approved for the Canyon Trails Towne Center, as it may be amended.

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 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 Property is a part of the Canyon Trails Towne Center PAD. The center consists of 91 acres designated for commercial use located at the northeast corner of Cotton Lane and Yuma Road. The Canyon Trails Towne Center PAD was approved by the City Council on May 16, 2005, with the adoption of Ordinance No. 05-942.

The Property is Lot 12 of the final plat of the Canyon Trails Towne Center (2007-0858797). The final plat was approved by the City Council on July 9, 2007.

The Planning and Zoning Commission considered this item at their regular meeting of March 16, 2022. The Commission unanimously voted (7-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy:

A use permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a use permit is set forth in section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request:

The applicant is requesting a use permit for a convenience use (Starbucks drive-through coffee shop) on a .98-acre parcel within the Canyon Trails Towne Center commercial center. As previously noted, the Property is designated for commercial use and will be developed in accordance with the PAD's design guidelines and city's C-2 (General Commercial) zoning district. As required in the C-2 zoning district, a restaurant with a drive-through must obtain approval of a use permit prior to development.

The proposed convenience use will be a Starbucks drive-through coffee shop. As shown on the preliminary site plan submitted with the use permit, the restaurant will consist of a single-story 2,365 square-foot building. A 375 square-foot outdoor patio will also be provided.

As noted in the project narrative, indoor dining, remote ordering and drive-through service options will be provided for customers. For the drive-through component, customers will enter the drive-through lane and place their order at a menu board. Beverages and food products will be picked-up and paid for at the pick-up window located on the east side of the building.

Parking for the proposed convenience use will be provided onsite in conformance with city standards. But, if additional overflow parking should be needed, cross access and shared parking agreements exist for the center.

As shown on the conceptual building elevations submitted with the use permit, the building design will utilize the materials and colors approved for the Canyon Trails Towne Center. Final building design will be approved at time of site plan review and approval.

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings 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;

    As described in the materials provided with the use permit, the proposed use should not generate excessive odors, noise or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The drive-through lanes and queue have been internalized to the Property and should not detrimentally affect surrounding properties or public streets. Vehicular queuing space has been provided in conformance with city standards.

2. The proposed use is reasonably compatible with uses permitted in the surrounding area;

    The proposed use is located within a commercial center intended for similar commercial uses, including those uses with drive-through facilities (as allowed with a use permit). Surrounding development includes various retail and service uses along with several other drive-through restaurants. Furthermore, the proposed use is located within a large commercial center and within close proximity to a future freeway corridor. As such, the proposed use will be compatible with the existing and planned uses in the surrounding area in terms of hours of operation, traffic generation, and intensity (noise, light, etc.). The nearest residential development (±800 feet) is located to the west, with Canyon Trails. Given this large separation, there should be no adverse effects from the operation of the proposed convenience use on these residential properties.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation.

    The .98-acre parcel is of sufficient size and configuration to accommodate the proposed restaurant with drive-through. The proposed access and internal traffic circulation pattern have been designed to be consistent with the overall master site plan. Queuing space for the drive-through is in conformance with city standards and, pursuant to the traffic study, can be accommodated onsite without adversely impacting any public streets or adjacent land uses. Nevertheless, a stipulation addressing queuing and traffic management is proposed with this use

permit.

2. Compatibility of the proposed hours of operation with adjacent residential areas.

Hours of operation are intended to be from 4:30 AM to 9:30 PM, seven days a week. Given the proposed use's location within a developed commercial center, and with no adjacent residential uses, staff does not recommend any restrictions on hours of operation.

3. Required traffic mitigation measures, if any.

A traffic study was submitted with the application for use permit. The study concluded that the use was not expected to create queues that would obstruct major internal drive aisles or public roadways. The traffic study for the site has been approved by the Engineering Department.

Off-site street and access improvements adjacent to the commercial center have been completed to an interim condition until the freeway is ultimately constructed. The center's internal improvements related to circulation and parking have also been completed.

Ingress/egress is provided from Canyon Trails Boulevard, Cotton Lane, and Yuma Road. Both full turning movements at signalized intersections and right-in/right-out turning movements are provided to the commercial center.

4. Other concerns, which may place the advisability of the proposed convenience use in question.

Staff found no other concerns with the development of a convenience use on the Property.

Fire Department:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#184	2.63	1.31	2.63	1.31

2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#181	8.75	4.38	8.75	4.38

Public Participation:

In accordance with the city's Citizen Review Ordinance, a notice was sent to all property owners within 500 feet of the Property. To date, staff has not received any inquiries on the project.

Notice for the public hearings before the Planning and Zoning Commission and City Council included the following: a notice mailed to surrounding property owners; a sign posted on the property; and a legal notice published in the Arizona Republic, Southwest Edition.

The Planning and Zoning Commission considered this item at their regular meeting of March 16, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (7-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

Attachments

1. Aerial Photo
2. Project Narrative

3. Preliminary Site Plan
4. Preliminary Building Elevations
Staff Presentation

AERIAL PHOTO



0 0.01 0.02 0.04 0.06 0.08 0.1 0.12 0.14 0.16 mi

Author: Steve Careccia

Date Created: 2/18/2022

Data Source: City of Goodyear

When receiving and using GIS data, the user agrees and acknowledges the following: The City of Goodyear provides geospatial digital data on an "as is" and "as available" basis. The City makes no representations or warranties of any kind, express or implied with respect to the data. The City is not liable for geospatial digital data errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use or the results obtained from its use.

UPWARD ARCHITECTS

December 20, 2021

City of Goodyear
Planning Department
14455 W. Van Buren Street, Suite D, Goodyear, AZ

Re: Conditional Use Permit and Commercial Site Plan Application
New Pad Building – Pad N – Starbucks Shell
Canyon Trails Towne Center
NEC Cotton Lane and Yuma Road

Dear Stephen,

Please accept this letter as our request for a Conditional Use Permit and Site Plan Approval for the new construction of a 2,365 S.F. Starbucks building and drive-thru within the existing shopping center, Canyon Trails Towne Center.

Project Description: We are proposing to construct a 2,365 S.F. freestanding pad building on a vacant pad along Cotton Lane within the Canyon Trails Towne Center, located at the northeast corner of Cotton Lane and Yuma Road. The pad is approximately 42,855 S.F. of land. The Canyon Trails Towne Center is approximately 90.70 acres of land.

The land adjacent to the pad is already improved with asphalt parking, landscaping, sidewalks, and entry drive. The west side of the pad abuts the property line along Cotton Lane and the pad building will be set back from that property line approximately 67 feet and will include a drive-thru lane that is approximately 237 feet long. The pad is located adjacent to the newly opened Filiberto's restaurant with drive-thru to the east of Pad N. The menu board/order point is along the southwest side of the building and is not near any residential uses to disturb any adjacent neighborhoods. Pad N has 42 parking stalls within its parcel with more parking surrounding the pad. All tenants in the Shopping Center share cross access and cross parking per the established CC&R document. The tenant will have two (2) reserved parking stalls for Mobile Order and Pay (MOP) along the front of the building for customers that have the app. for that service as is customary for their current stores.

The pad building will be a shell building for a future tenant improvement by Starbucks at 2,365 S.F. restaurant (with a drive-thru window). There will be a 375 S.F. exterior patio on the north side of the building. The Starbucks will be open seven days a week (except on Holidays) and typical hours are 4:30 AM to 9:30 PM.

The design of the building will utilize design elements and colors from the existing shopping center consistent with the design and colors approved in the PAD for the project, approved in 2007. The main building parapet is proposed at 20'-6" high with accent parapets that change vertical plane at 22'-0" high and 25'-0" high at the main entry. Utilities were stubbed into the site during the original construction of the project in 2007.

The proposed Pad N use will conform to section 1-3-2 of the Zoning Ordinance because the use is not detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare; and the proposed use is reasonably compatible with uses permitted in the surrounding area of Canyon Trails Towne Center.

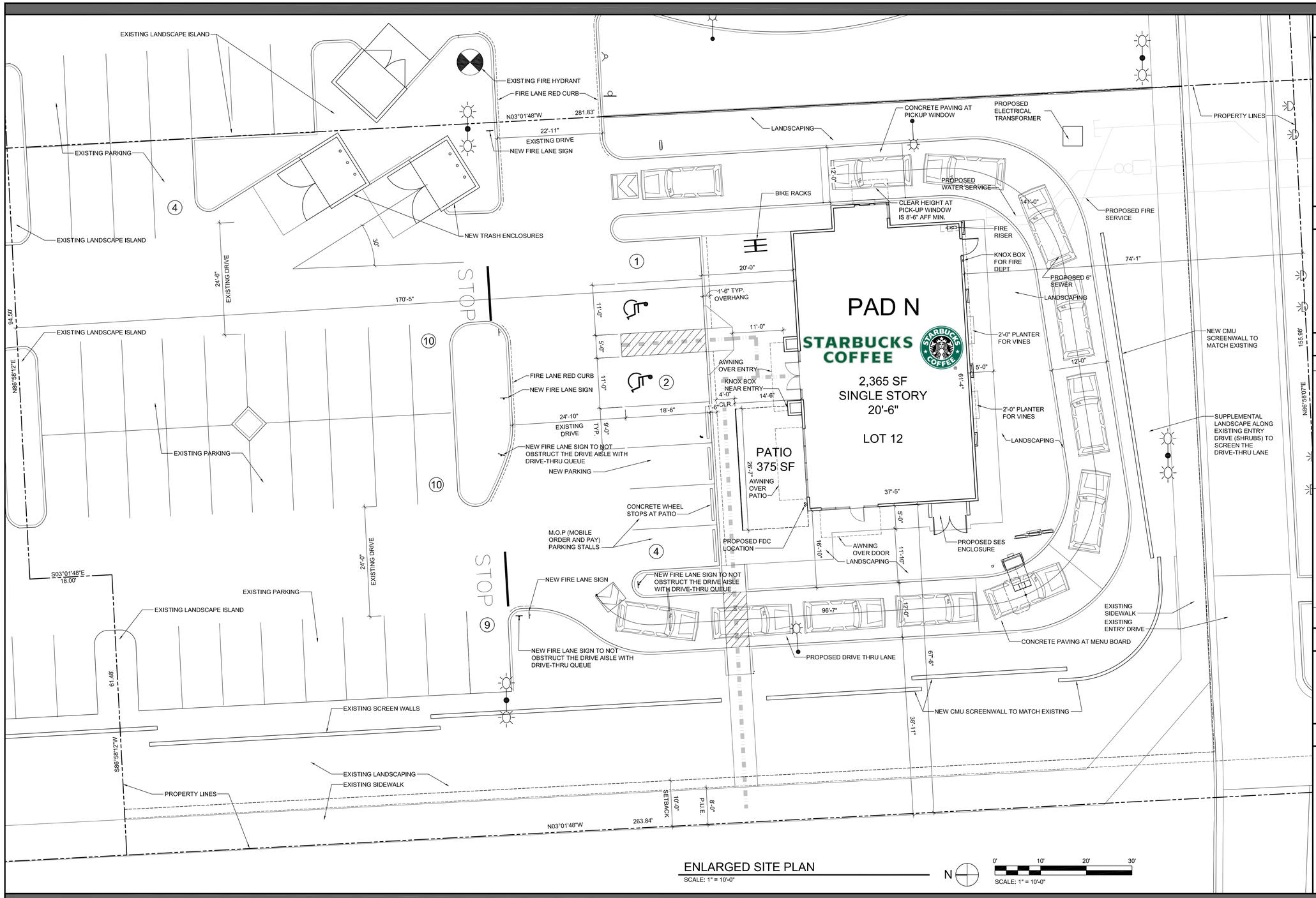
UPWARD
ARCHITECTS

Sincerely,
Upward Architects, LLC



Trish Flower, RA, LEED AP
Project Architect/Partner

CC: David Malin, Scottsdale Development
Paul Sharp, TriGate Capitol



ENLARGED SITE PLAN

SCALE: 1" = 10'-0"

N

0' 10' 20' 30'

SCALE: 1" = 10'-0"

SITE DATA

APN :	500-91-885
ZONING :	PAD/C2
LOT # :	12
SUBDIVISION NAME :	CANYON TRAILS TOWNE CENTER
PLAT RECORDING INFORMATION :	938-22
SECTION, RANGE AND TOWNSHIP :	12 1N 2W
SITE AREA (GROSS) :	115,740 SF / 2.65 AC
SITE AREA (NET) :	42,855 SF / 0.98 AC
PAD N BUILDING AREA :	2,365 S.F.
PATIO AREA :	380 S.F.
PARKING REQUIRED :	
(RESTAURANT FACTOR = 60% @ 1/50 & 40% @ 1/150 S.F & PATIO @1/150.)	
PAD N:	35 SPACES
PATIO:	3 SPACES
TOTAL REQUIRED :	38 SPACES
PARKING PROVIDED :	
TOTAL PROVIDED :	42 SPACES
TOTAL M.O.P. STALLS PROVIDED :	2 SPACES
PARKING RATIO :	17.76 SPACES PER 1,000 S.F.

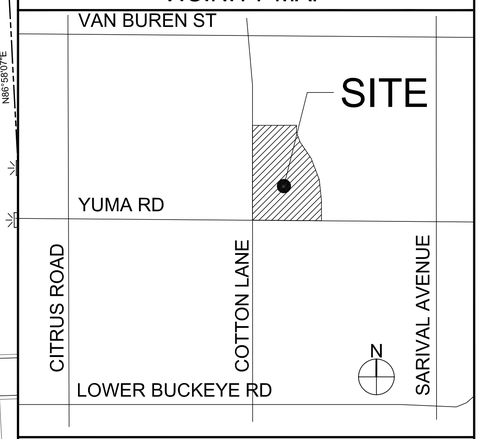
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 12 OF CANYON TRAILS TOWNE CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 938 OF MAPS, PAGE 22.

AT CANYON TRAILS TOWNE CENTER
LOT 12 (PAD N)
GOODYEAR, ARIZONA
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

VICINITY MAP



PROJECT TEAM

ARCHITECT

UPWARD ARCHITECTS, LLC
1155 WEST RIO SALADO PARKWAY, SUITE B-101
TEMPE, AZ 85281
PHONE: 602.753.5319
FAX:
E-MAIL: trish@upwardarchitects.com
CONTACT: Trish Flower

DEVELOPER

TRIGATE CAPITAL
3821 EAST DEVONSHIRE AVENUE
PHOENIX, AZ 85018
PHONE: 480.244.7070
FAX:
E-MAIL: david@sdpretail.com
CONTACT: David Malin

LEGEND

- EXISTING FIRE HYDRANT
- PROPSOED SITE LIGHT POLES
- ACCESSIBLE PATH OF TRAVEL

CANYON TRAILS TOWNE CENTER

GOODYEAR, AZ

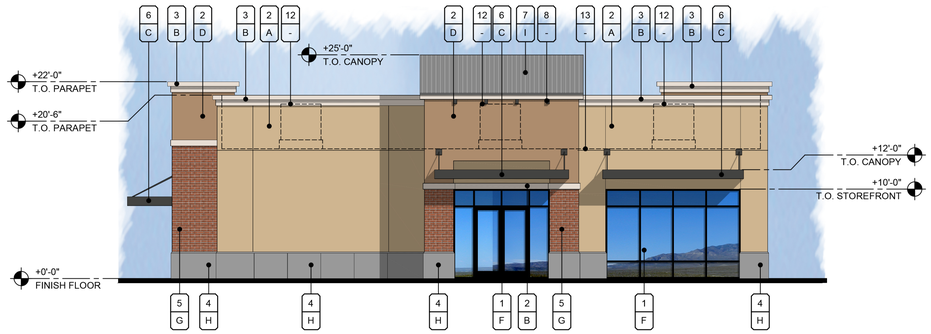
12.17.2021

PROJECT NO.: 21095

REGISTERED ARCHITECT
CERTIFICATE NO.
50439
JUSTIN J. GREGONIS
Date Signed 12/13/21
ARIZONA U.S.A.
EXPIRES 12/31/22

UPWARD ARCHITECTS

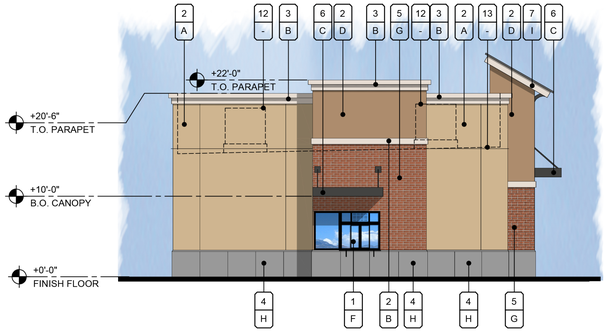
1155 W. Rio Salado Parkway, Suite B-101, Tempe, AZ 85281
602.753.5222 www.upwardarchitects.com



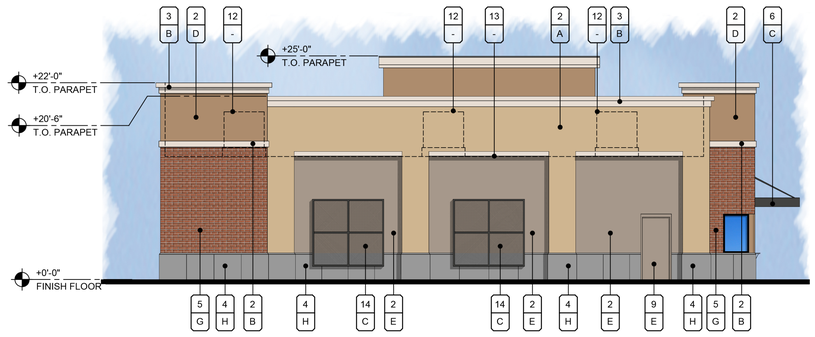
1 NORTH ELEVATION
SCALE: 1/8"=1'-0"



2 WEST ELEVATION
SCALE: 1/8"=1'-0"



3 EAST ELEVATION
SCALE: 1/8"=1'-0"



4 SOUTH ELEVATION
SCALE: 1/8"=1'-0"

MATERIAL/COLOR SCHEDULE

MATERIALS

1. ANODIZED ALUMINUM STOREFRONT FRAME WITH 1" CLEAR LOW-E INSULATED GLAZING
2. E.I.F.S FINISH
3. CORNICE- E.I.F.S FINISH
4. PRE-CAST CONCRETE
5. BRICK VENEER
6. METAL CANOPY - PAINTED
7. STANDING SEAM METAL ROOF
8. OUTRIGGER
9. HOLLOW METAL DOOR AND FRAME - PAINTED
10. ELECTRICAL SERVICE ENTRANCE SECTION - BEYOND
11. STEEL GATES - PAINTED
12. HVAC EQUIPMENT BEYOND
13. ROOF LINE BEYOND
14. METAL TRELLIS - PAINTED

COLORS

by Dunn Edwards(or Equal):

A. DE 726 "ADOBE"
B. DE 1044 "RITZ TIDE"

by Sherwin Williams(or Equal):

C. SW 7069 "IRON ORE"

by Benjamin Moore(or Equal):

D. HC-46 "JACKSON TAN"
E. AC-36 "SHENANDOAH TAUPE"

by Oldcastle BuildingEnvelope (or Equal):

F. "DARK BRONZE"

by HC Muddox:

G. 1081 "DUSTY ROAD"

Concrete Wainscot
H. STANDARD GRAY

by ATAS International:
I. "DOVE GRAY"

MATERIAL #
FINISH X



CANYON TRAILS TOWNE CENTER

GOODYEAR, AZ
08.02.2021
PROJECT NO.: 21095

REGISTERED ARCHITECT
CERTIFICATE NO.
50439
JUSTIN J.
GREGONIS
STATE OF ARIZONA U.S.A.
EXPIRES 12/31/21

UPWARD ARCHITECTS
1155 W. Rio Salado Parkway, Suite B-101, Tempe, AZ 85281
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Use Permit
Starbucks Drive-Through Coffee Shop

City Council
March 28, 2022


Canyon Trails Towne Center
S 174TH DR
Canyon Trails
S COTTON LN
Super Target
W YUMA RD
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, City of Goodyear

Starbucks Use Permit

BACKGROUND

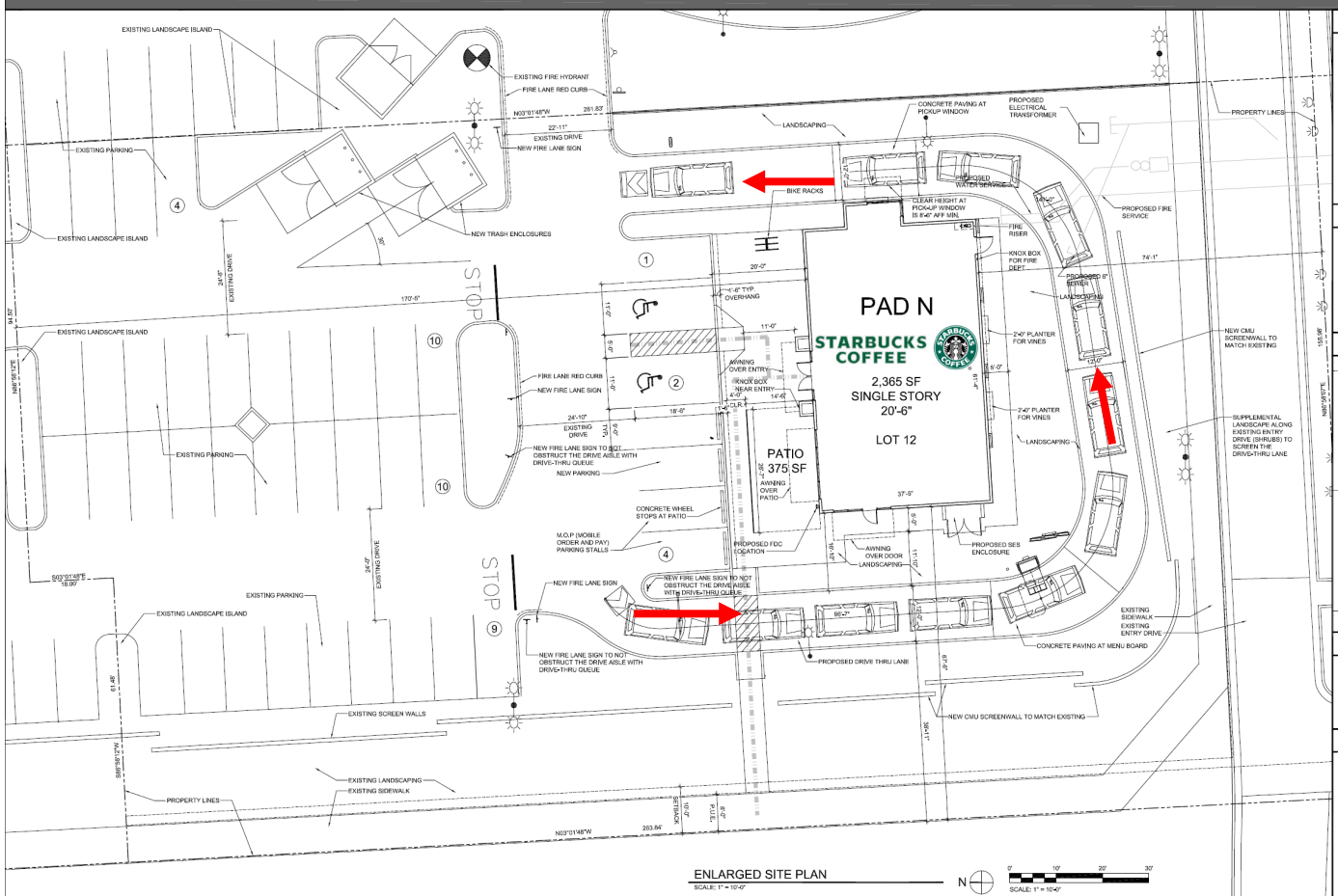
- Canyon Trails Towne Center
- 91 acres
- Zoning approved 2005
- Commercial uses
- Conceptual plan
- Amended over time



Starbucks Use Permit

REQUEST

- Use Permit for convenience use
- Only drive-through portion of use
- .98-acre parcel within existing commercial center
- Surrounding site improvements completed
- 2,365 SF building with indoor dining
- 375 SF outdoor patio



SITE DATA

APN :	500-91-885
ZONING :	PAD/C2
LOT # :	12
SUBDIVISION NAME :	CANYON TRAILS TOWNE CENTER
PLAT RECORDING INFORMATION :	938-22
SECTION, RANGE AND TOWNSHIP :	12 1N 2W
SITE AREA (GROSS) :	119,740 SF / 2.65 AC
SITE AREA (NET) :	42,855 SF / 0.98 AC
PAD N BUILDING AREA :	2,365 S.F.
PATIO AREA :	380 S.F.
PARKING REQUIRED :	
(RESTAURANT FACTOR = 60% @ 1/50 & 40% @ 1/150 S.F. & PATIO @1/150.)	
PAD N:	35 SPACES
PATIO:	3 SPACES
TOTAL REQUIRED :	38 SPACES
PARKING PROVIDED :	
TOTAL PROVIDED :	42 SPACES
TOTAL M.O.P. STALLS PROVIDED :	2 SPACES
PARKING RATIO :	17.76 SPACES PER 1,000 S.F.

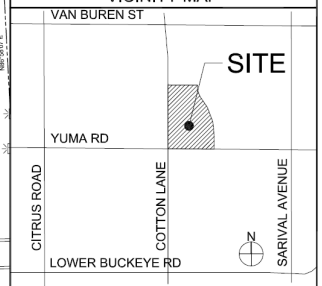
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 12 OF CANYON TRAILS TOWNE CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 938 OF MAPS, PAGE 22.

AT CANYON TRAILS TOWNE CENTER
LOT 12 (PAD N)
GOODYEAR, ARIZONA
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

VICINITY MAP



PROJECT TEAM

ARCHITECT
UPWARD ARCHITECTS, LLC
1155 WEST RIO SALADO PARKWAY, SUITE B-101
TEMPE, AZ 85281
PHONE: 602.753.5319
FAX:
E-MAIL: trish@upwardarchitects.com
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DEVELOPER
TRIGATE CAPITAL
3821 EAST DEVONSHIRE AVENUE
PHOENIX, AZ 85018
PHONE: 480.344.7070
FAX:
E-MAIL: david@pdpretail.com
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- PROPSOED SITE LIGHT POLES
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CANYON TRAILS TOWNE CENTER

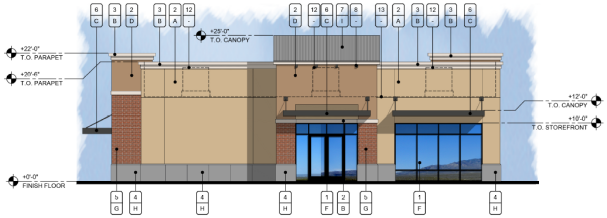
GOODYEAR, AZ

12.17.2021

PROJECT NO.: 21095

UPWARD ARCHITECTS

1155 W. Rio Salado Parkway, Suite B-101, Tempe, AZ 85281
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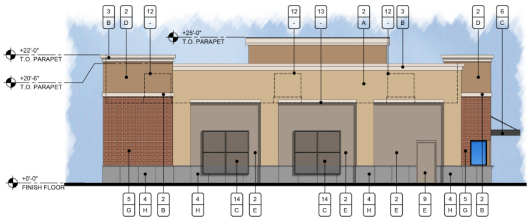
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B. DE 1044 "RITZ TIDE"

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C. SW 7069 "IRON ORE"

by Benjamin Moore(or Equal):
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by HC Muddox:
G. 1081 "DUSTY ROAD"

Concrete Wainscot
H STANDARD GRAY

by ATAS International:
I. "DOVE GRAY"

MATERIAL #
FINISH X



CANYON TRAILS TOWNE CENTER

GOODYEAR, AZ
08.02.2021
PROJECT NO.: 21095

50439
JUSTIN J. GREGONIS
REGISTERED ARCHITECT
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EXPIRES 12/31/21

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Starbucks Use Permit

USE PERMIT EVALUATION CRITERIA

1. Use will not be materially detrimental
2. Use is reasonably compatible with uses in surrounding area

- Property & surrounding center intended for commercial uses
- Proposed use will be similar to other uses permitted in commercial area
- Traffic and queuing internalized
- Queue meets city standards
- No nearby residential (~800')

Starbucks Use Permit

CONVENIENCE USE EVALUATION CRITERIA

Adequacy of parcel size

- Sufficient for proposed use
- Queuing to occur onsite

Hours of operation

- 4:30 AM to 9:30 PM, 7 days a week
- No recommended restriction on hours

Required traffic mitigation

- Off-site improvements complete

Other concerns

- Use permit for drive-through only – no other concerns

Starbucks Use Permit

PUBLIC PARTICIPATION

- Citizen review notice
- Notice provided for public hearings:
  - Property posted
  - Legal advertisement
  - Mailing to surrounding property owners & stakeholders
- Website: Current Development Applications
- No public inquires on project
- No public opposition to project to date

Starbucks Use Permit

RECOMMENDATION

- Proposal complies with all evaluation criteria
- PZC public hearing – March 16
- Staff & PZC recommend approval
- 6 stipulations in staff report

ITEM #: 19.
DATE: 03/28/2022
AI #:732

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE FOR THOMPSON FUNERAL CHAPEL

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

David Molinar, Archicon Architecture

SUMMARY

This is a public hearing for and consideration of a rezone to approximately 2.9 acres located north of the northwest corner of Litchfield and Yuma Roads, from C-2 and I-1 to the Planned Area Development (PAD) Zoning District with an underlying Zoning District of General Commercial (C-2) with a PAD Overlay.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2218, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-20” AND “LEGAL DESCRIPTION – THOMPSON FUNERAL CHAPEL.”

2. ADOPT ORDINANCE NO. 2022-1531, CONDITIONALLY REZONING APPROXIMATELY 2.9 ACRES OF LAND LOCATED NORTH OF THE NORTHWEST CORNER OF LITCHFIELD AND YUMA ROADS FROM LIGHT INDUSTRIAL (I-1) AND GENERAL COMMERCIAL (C-2) TO A PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF C-2 WITH 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; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Alex Lestinsky, Senior 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 2025 Goodyear General Plan Land Use Plan designates the subject property as 'Business & Commerce'.

The property subject to this rezoning request consists of approximately 2.9 acres located north of the northwest corner of Litchfield and Yuma Roads (the "Subject Property"). As reflected in the depiction below, the west half of the Subject Property, which fronts S. Camino Oro and is approximately 1.9 acres, is currently zoned Light Industrial (I-1) and the east half of the Subject Property, which fronts South Litchfield Road and is approximately 1 acre, is currently zoned General Commercial (C-2). The Thompson Funeral Chapel is currently located on the portion of the Subject Property zoned General Commercial (C-2). The current proposal requests to rezone the Subject Property, to the Planned Area Development (PAD) Zoning District with an underlying zoning district of General Commercial (C-2) with a PAD Overlay.

The Planning and Zoning Commission held a public hearing on March 16, 2022, and recommended approval of the rezone with a vote of 7-0.

STAFF ANALYSIS

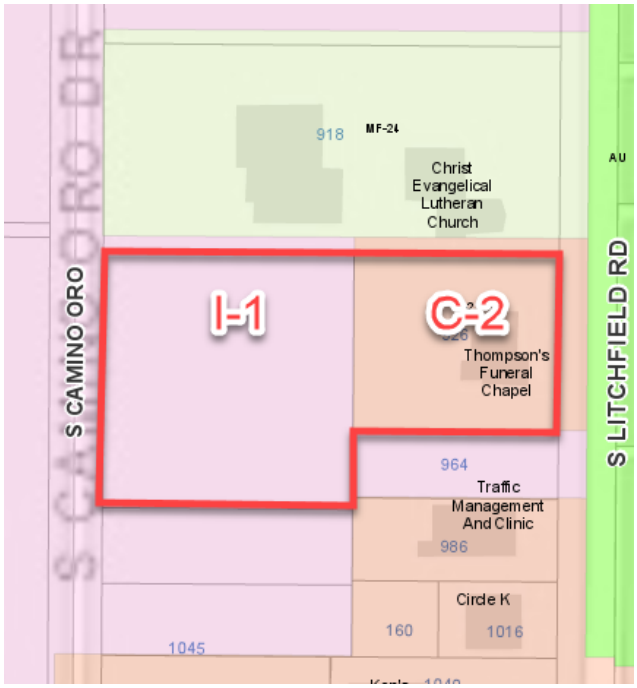
Current Policy:

A rezoning request requires public review by the Planning and Zoning Commission and City Council approval. The proposed amendment must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance.

Details of the Request:

The request is to rezone the Subject Property to the Planned Area Development (PAD) Zoning District with an underlying zoning district of General Commercial (C-2) with a PAD Overlay to allow an above grade columbarium (a room or building with niches for funeral urns to be stored) as a permitted use. There are no other deviations requested to either the development standards or permitted uses applicable to the General Commercial (C-2) Zoning District.

The existing funeral chapel has been at this site since 1964. The Thompson Family wishes to expand its operations to the west and develop an above ground columbarium. The existing funeral chapel property is zoned C-2, which allows funeral homes as a permitted use. The proposed additional property to the west is zoned I-1 which does not list funeral homes or similar uses as a permitted use. The above ground columbarium use is not contemplated in the Zoning Ordinance in any zoning district, therefore a C-2 zoning with PAD Overlay is proposed for both parcels to allow for the planned expansion and the development of an above aground columbarium.



Evaluation Criteria:

1. *Consistency with the General Plan.*

   As mentioned in the Backgrounds and Previous Actions section, the 2025 Goodyear General Plan designates this area as Business & Commerce. The Business & Commerce category provides areas for growth and development of Goodyear's economic base, and service-oriented business that are regionally significant. The existing use and proposed expansion with this rezone will further this intent.

2. *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.*

   The portion of the Subject Property that is currently zoned Light Industrial (I-1) is currently a vacant lot. The portion that is currently zoned General Commercial (C-2) is already developed and is operating as a funeral home. The property's physical and natural features are suitable for the proposed rezone and use of the property will be required to be graded and developed in accordance with all applicable engineering design guidelines and standards.

3. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.*

   Uses and development surrounding the subject property include:

   North – Christ Evangelical Lutheran Church (Zoned MF-24)
   South – Vacant parcel, City of Goodyear Wellness Clinic (Zoned I-1 and C-2 respectively)
   East – Litchfield Road, Existing single family residential (Litchfield Subdivision, zoned R1-7)
   West – Camino Oro Drive, Wildeck steel manufacturer (Zoned I-1)

   The rezoning being proposed is appropriate considering the uses and zoning of the surrounding properties.

4. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning.*

The Subject Property is surrounded by a mix of light industrial and commercial uses to the north, south, and west. The existing building/use is already permitted and operational within the C-2 district. This expansion to the west is consistent with the existing operations of the funeral chapel. The residential area to the east is already abutting the funeral home and the columbarium will be blocked from view by the existing building. If the zoning is approved, site plan and landscape improvements will be reviewed by staff. The plans included with the application are conceptual at this time.

Luke Air Force Base:
The subject property is not located within the vicinity of a military airport. Notice was provided to Luke AFB, and they have indicated that given the location of the subject property, base operations will not be adversely impacted by this request.

Phoenix-Goodyear Airport:
The subject property is located within the Phoenix-Goodyear Traffic Pattern Airspace. Notice was provided to Phoenix-Goodyear Airport, and they have not provided any objection to the request.

5. *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.*

   Half of the subject property is already being used as a funeral chapel. This rezone would provide for additional funeral services at the existing location. There are currently no other funeral homes or columbarium sites within Goodyear.

6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

   Below is a summary of impact to public services.

   Fire Response:
   Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#181	3.03	1.51	3.03	1.51	#184	6.11	3.05	6.11	3.05

   Police Response:
   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.

   Streets/Transportation:
   The existing facility already has two points of access from Litchfield Road. With the addition of the property to the west, the site will have additional access via Camino Oro Drive.

   Water/Wastewater:
   The subject property is located within the City of Goodyear water and wastewater service area.

   Solid Waste/Recycling:
   Solid waste and recycling services for the property will be contracted through a commercial provider.

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 in proximity to where existing public services are provided.

8. *General public's concerns.*

Public Participation:
Pursuant to the Citizen Review process, a neighborhood meeting was held at the Thompson Funeral Chapel on Wednesday, February 23, 2022. The applicant was prepared with a presentation for any and all attendees. Staff and the applicant were available for questions.

Notice for the March 2022 public hearings before the Planning and Zoning Commission and City Council included a postcard mailed to the owners of property within 500 feet of the subject property; a legal notice and display ad published in the Arizona Republic on February 25, 2022; and a notice of public hearings sign posted on the property.

The Public Hearing was held before the Planning and Zoning Commission on March 16, 2022. The applicant gave a brief presentation, no one from the public spoke in objection of the rezone request. The Commission recommended approval of the request 7-0.

9. *Whether the amendment promotes orderly growth and development;*

   The subject property is located adjacent to existing infrastructure and developed areas. The amendment will allow development of the subject property and promotes the orderly growth and development of the City.

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.*

    The development of the proposed funeral site expansion to include an above ground columbarium will be required to adhere to all applicable design, building, and engineering standards of the City of Goodyear. Adherence to these standards will be evaluated during the site plan, civil engineering, and building plan review processes.

Attachments

Resolution No. 2022-2218
Exhibit A - Supplementary Zoning Map
Exhibit B - Legal Description
Ordinance No. 2022-1531
Aerial Photo
Project Narrative
Staff Presentation
Applicant Presentation

RESOLUTION NO. 2022-2218

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. 21-20" AND "LEGAL DESCRIPTION – THOMPSON FUNERAL CHAPEL.".

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. 21-20," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description-Thompson Funeral Chapel," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1531.

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_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

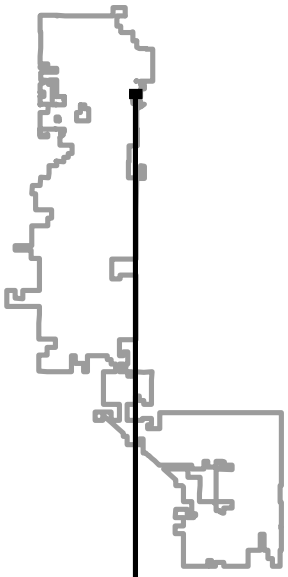
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-20

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 _____, 2022.

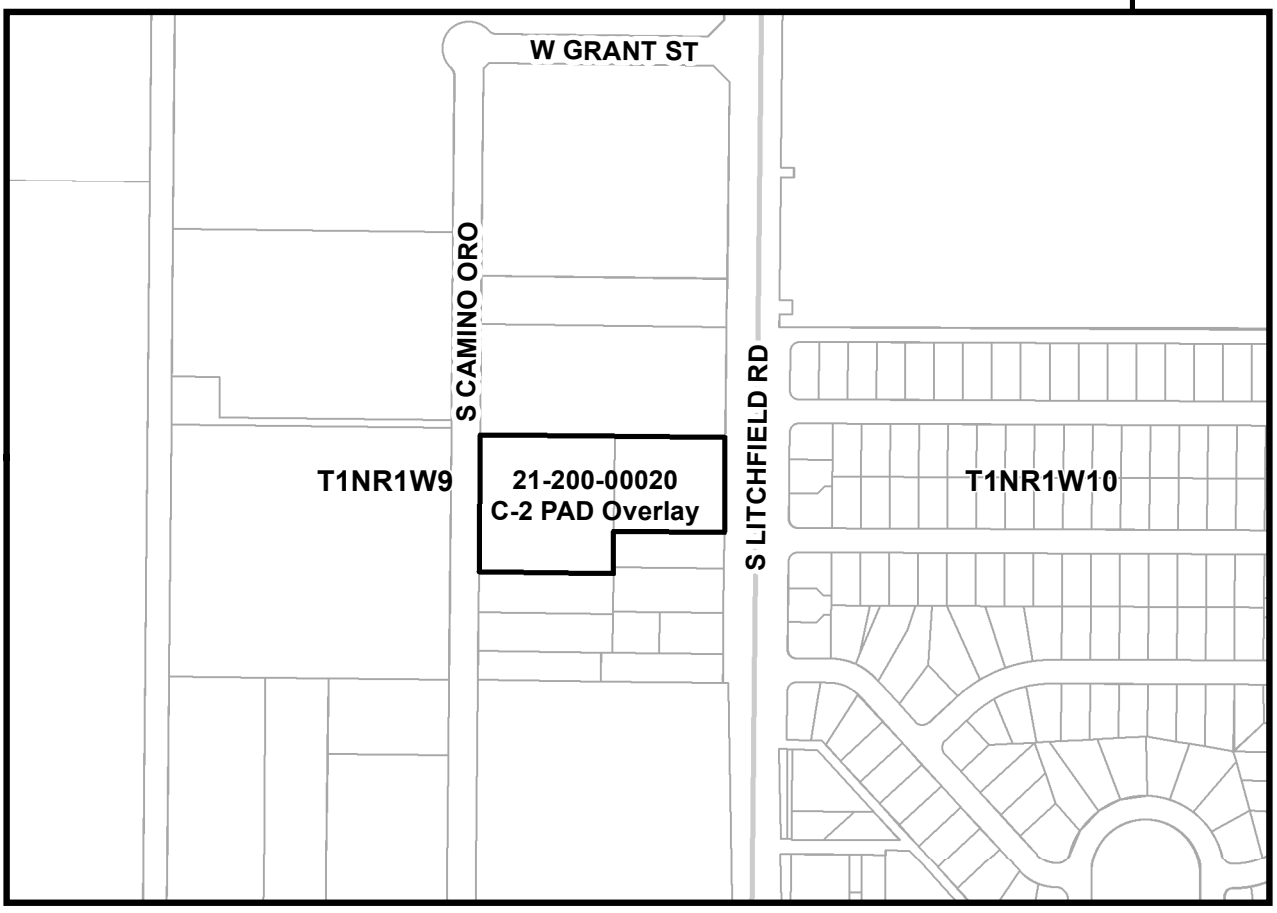


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Southeast Quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM C-2, I-1 TO C-2 PAD Overlay 21-200-00020	Jan 2022

EXHIBIT B
LEGAL DESCRIPTION – THOMPSON FUNERAL CHAPEL

Parcel 1 (APN 500-04-015F)

That part of the Southeast quarter of the Southeast quarter of Section 9, Township I North, Range I West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 9;

Thence North 89 degrees 38 minutes West along the North line of the Southeast quarter of the Southeast quarter of said Section 9 a distance of 33.00 feet to a point;

Thence South 0 degrees 19 minutes West parallel to the East line of said Section 9 a distance of 230.00 feet to the True Point of Beginning, being the Southeast corner of a certain tract of land described in instrument recorded in Docket 1768, page 555, records of Maricopa County, Arizona;

Thence continuing South 0 degrees 19 minutes West along the aföresaid line a distance of 200.00 feet to a point;

Thence North 89 degrees 30 minutes West, parallel to the North line of the Southeast quarter of the Southeast quarter of said Section 9 a distance of 262.03 feet to a point;

Thence North 0 degrees 19 minutes East, parallel to the East line of said Section 9 a distance of 200 feet to a point on the South line of premises described in instrument recorded in Docket 1768, page 555, records of Maricopa County, Arizona;

Thence South 89 degrees 38 minutes East along the South line of said premises described in instrument recorded in Docket 1768, page 555, a distance of 262,03 feet to the True Point of Beginning;

Except all ores and minerals and all oil, gas or other hydrocarbon substances as reserved unto Goodyear Farms, an Arizona corporation, by Deed recorded in Docket 4109, page 282, records of Maricopa County, Arizona.

Parcel 2 (APN 500-04-019R)

That part of the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 9;
Thence North 89 degrees 38 minutes West, along the South line of said Section, 576.62 feet;
Thence North 0 degrees 21 minutes East, parallel with the East line of said Section, 636 .62 feet to the Northwest corner of a parcel described in Deed recorded in Docket 13128, page 1395, records of Maricopa County, Arizona, and the POINT OF BEGINNING;

Thence continuing North 0 degrees 21 minutes East 450.69 feet to the South line of a parcel described in Deed recorded in Docket 1768, page 555, records of Maricopa County, Arizona, whence the Southwest corner of said parcel bears North 89 degrees 36 minutes 39 seconds West 0.44 feet;

Thence South 89 degrees 36 minutes 39 seconds East, along the South line of said parcel, 281.59 feet

to the Northwest corner of a parcel described in Deed recorded in Docket 7218, page 605, records of Maricopa County, Arizona, said corner bearing North 89 degrees 36 minutes 39 seconds West 295.03 feet from the East line of said Section 9;

Thence South 0 degrees 21 minutes West, along a line parallel to and 295.03 feet from the East line of Section 9, a distance of 450 .58 feet to the North line of that parcel described in instrument recorded in Docket 13128, page 1395;

Thence North 89 degrees 38 minutes West, along the North line of said parcel, 281.59 feet to the POINT OF BEGINNING;

EXCEPT the following described parcel:

A portion of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion described as follows:

COMMENCING for a tie at the Southeast corner of said Section 9;

Thence North 89 degrees 38 minutes West, along the South line of said Section, 576.62 feet;

Thence North 0 degrees 19 minutes East, along the East line of the Southerly projection thereof of a parcel of land conveyed to the Town of Goodyear by Deed recorded in Docket 10250, page 425, records of Maricopa County, Arizona, and parallel with the East line of said Section, 636.62 feet to the Northwest corner of a parcel of land conveyed to Kenneth E. Jones and Bettie Jones, by Deed recorded in Docket 13128, page 1395, records of Maricopa County, Arizona, and the POINT OF BEGINNING;

Thence continuing North 0 degrees 19 minutes East, along said line, a distance of 80.00 feet;

Thence South 89 degrees 38 minutes East, parallel to the South line of said Section, a distance of 281.59 feet to the Northwest corner of a parcel of land conveyed by Deed recorded in Docket 7168, page 530, records of Maricopa County, Arizona, said corner bearing North 89 degrees 38 minutes West 295.03 feet from the East line of said Section 9;

Thence South 0 degrees 19 minutes West, along a line parallel to and 295.03 feet from the East line of Section 9, a distance of 80.00 feet to a point on the North line of that parcel of land aforementioned herein conveyed to Kenneth E. Jones and Bettie Jones;

Thence North 89 degrees 38 minutes West, along the North line of said parcel, 281.59 feet to the POINT OF BEGINNING; and

EXCEPT the following described parcel:

A portion of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa county, Arizona, said portion described as follows:

COMMENCING at the Southeast corner of said Section 9;

Thence North 0 degrees 21 minutes 00 seconds East along the East line of said Section 9, a distance of 636.62 feet;

Thence North 89 degrees 38 minutes 00 seconds West a distance of 576.62 feet;

Thence North 0 degrees 21 minutes 00 seconds East a distance of 80.00 feet to the POINT OF BEGINNING of the herein described parcel;

Thence continuing North 0 degrees 21 minutes 00 seconds East a distance of 95.62 feet,

Thence South 89 degrees 38 minutes 00 seconds East a distance of 281.59 feet;

Thence South 0 degrees 21 minutes 00 seconds West a distance of 95.62 feet;

Thence North 89 degrees 38 minutes 00 seconds West a distance of 281.59 feet to the POINT OF BEGINNING;

and also

EXCEPT all ores, minerals, gas or other hydrocarbon substances as reserved in Deed recorded in Docket 4109, page 282, records of Maricopa County, Arizona.

ORDINANCE NO. 2022-1531

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 2.9 ACRES OF LAND LOCATED NORTH OF THE NORTHWEST CORNER OF LITCHFIELD AND YUMA ROADS FROM LIGHT INDUSTRIAL (I-1) AND GENERAL COMMERCIAL (C-2) TO A PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF C-2 WITH 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; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 2.9 acres generally located north of the northwest corner of Litchfield and Yuma Roads as more particularly described in that certain document titled “Legal Description – Thompson Funeral Chapel,” which document was declared public record by Resolution No. 2022-2218, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”);

WHEREAS, the zoning for the Property is approximately 1.9 acres of Light Industrial (I-1) and approximately 1 acre of General Commercial (C-2); and

WHEREAS, the General Plan Land Use Plan designates the Property as Business & Commerce, which identifies areas for the growth and development of Goodyear’s economic base and service-oriented businesses that are regionally significant; and

WHEREAS, a portion of the site is currently developed as a funeral home. The funeral home operator wishes to expand its’ services and develop an above ground columbarium. Above ground columbaria are not listed as a permitted use in any zoning district; and

WHEREAS, this request is to rezone the Property to the PAD Zoning District with an underlying zoning district of General Commercial (C-2) with a PAD Overlay to allow an above ground Columbarium as a permitted use; and

WHEREAS, a request to amend the boundaries of a zoning district requires review by the Planning and Zoning Commission and final decision by the City Council through the public hearing process, and to be approved, the rezoning amendment must be found in conformance with the General Plan and to not adversely impact the surrounding area as outlined in the Zoning Ordinance; and

WHEREAS, the proposed rezoning is consistent with the designation of the Property in the General Plan as Business & Commerce and the development of added funeral services will not adversely impact the surrounding area; and

WHEREAS, public notice that this rezoning request was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on March 16, 2022, appeared in the Arizona Republic Southwest Valley edition on February 25, 2022; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on March 16, 2022 to consider the rezoning of the Property, and the Commission voted (7-0) to recommend approval the proposed rezone; and

WHEREAS, public notice that this rezoning is to be considered and reviewed at a public hearing held before the City Council on March 28, 2022, appeared in the Arizona Republic Southwest Valley edition on February 25, 2022; 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 interest, health, comfort, convenience, safety, and general welfare of the citizens of the City of Goodyear;

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 BEING REZONED

This Ordinance No. 2022-1531 applies to that parcel of land in Goodyear, Maricopa County, Arizona, generally located north of the northwest corner of Litchfield and Yuma Roads as legally described in that certain document titled Legal Description – Thompson Funeral Chapel, which document was declared a public record by Resolution No. 2022-2218 and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. REZONING

The Property is conditionally rezoned to the Planned Area Development (PAD) Zoning District with an underlying zoning district of General Commercial (C-2) with a PAD Overlay. The PAD Overlay hereby amends the permited uses to allow an above ground columbarium as a permitted use.

SECTION 3. STIPULATIONS

The rezoning of the property is subject to all of the following stipulations and conditions:

1. The Property shall be developed in accordance with the requirements of the City of Goodyear Zoning Ordinance as it may be amended from time to time applicable to the C-2 Zoning District as amended herein. All future development on the subject property 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;

SECTION 4. AMENDMENT OF 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 that certain document titled "Official Supplementary Zoning Map No. 21-20", declared a public record by Resolution No. 2021-2218 and which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 5. 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 6. CORRECTIONS

The Zoning Administrator, 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 7. 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 8. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 9. 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.

SECTION 10. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

Aerial Photo
Thompson Funeral Chapel
Case No. 21-200-00020



Drawn By: Alex Lestinsky
City of Goodyear Development Sevices Department
Date: March 22, 2022

N

ARCHICON ARCHITECTURE & INTERIORS, L.C.

January 20, 2022

Attn: Alex Lestinsky
Planning and Zoning
City of Goodyear
Office 623-882-7943

Subject: Thompson's Funeral Chapel
'Rezone of APN 500-04-019R (from I-1 to C-2) W/Planned Area Development overlay (for APN's 500-04-019R & 500-04-015F) - PADR210'
926 S. Litchfield Rd
Pre-Application Project Number: PRJ21-10980
Pre-Application meeting Date: April 15, 2021
Archicon #2019910-01

Re: **Project Narrative – Revised (2nd submittal response to city comments of 12/21/2021)**

Thompsons Funeral Chapel has been operating in and serving the City of Goodyear and Maricopa Country since 1957. Located at 926 S. Litchfield Road just North of Yuma Road. A family owned mortuary operated by Sean and Cynthia Thompson. Recently the Thompsons acquired the property, APN 500-04-019R, abutting its business West property line. This addition was purchased in the hopes of expanding upon the current funeral services they provide as well as add internment options for the growing City of Goodyear, City of Avondale, and Maricopa Co. communities. The addition of internment options should be a welcoming addition to the City of Goodyear which does not currently have internment facilities available within the community.

This addition to their operations would require Thompsons Funeral Chapel to have the current Zoning designation, for APN 500-040019R, of I-1, Light Industrial 1.680 Acres (1.778 Gross Acres) to C-2 General Commercial District, to match the current C-2 zoning of their existing buildings property APN 500-04015F 1.01 Acres (1..203 Gross Acres.) C-2 zoning will allow for funeral home buildings to be erected on the property. The addition of an internment option being proposed, for the community, will be above ground Columbarium's for the internment of cremated remains. This type of compatible incidental and subordinate accessory use would require a PAD Overlay of both parcels 500-04-019R & 500-04-015F, to accommodate a planned Columbarium Contemplative Memorial Garden which will conform and add to the City of Goodyears General Plan.

The General Plans main goal is to increase the appeal of the city to its served community in amenities that are beneficial, in goods and services, beauty, community cohesiveness and economic prosperity. These additions to the funeral homes building campus, by rezoning APN 500-04-019R to C-2, will accommodate a greater capacity for a deceased individuals mourners to attend their wakes and or internment service. The addition of internment options with a PAD overlay of APN 500-04-019R the already developed APN 500-04-015F, will keep the community closer to their loved ones as well as provide a much-needed place or burial within the city of Goodyear. That is a great economic impact for a community when driving is reduced and keeps funds within the community during times of inflation. Family will no longer have to drive great distances to visit their loved ones final resting place. The other impact will be having the new building be smaller than an industrial building, right behind a low wall and low-profile building on Litchfield Rd. The rezone of the property with a new low-profile building will be a buffer from the visual impact an I-1 zones building types have on the Goodyear residential zone that is directly across from an Industrial zoned area

Another aspect of the property is its proximity to two places of spiritual worship within 2,000 feet of the property. Directly North and adjacent to the Thompsons Funeral Chapel properties is the Community of Christ Evangelical Lutheran Church with Vida Nueva Christian Fellowship. And the second just North of W. Grant St. is New Foundation Church. Within a quarter mile across Litchfield Road are the communities of Goodyear Church of Christ and Saint John Vianney Catholic Church. Most of these communities have and will use Thompsons Funeral

Chapel but always must use cemeteries that are miles away in other cities. The addition of columbarium's planed on the north side of the property will be shieled from view of the transportation roads that would service the funeral home. And a six (6'-0") stucco CMU wall will block its view from the adjacent church property.

The proposed 1.680 acres of property of 500-04-019R to be rezoned C-2 is located west of C-2 zoned properties fronting Litchfield Road, which is a major arterial street, already designed and built at its maximum width. With a side feeder street to the East and then single family residential. This property and its planned building will not be seen from the residential zoned community, unlike a larger Industrial building would. The residential community will see what it has seen for 65 years of service the original Thompson Funeral Chapel.

The major change to the operations will be on the rezoned to C-2 property APN 500-04-019R, which fronts Camino Oro Drive, and will comprise much of the PAD overlay. This street (from Yuma Rd. to Grant St.) has multiple zoning districts, one on either side of it; To the East: C-2, I-1, MF-24 and PAD, To the West: PFD, I-1 and PAD. This current zoning of APN 500-04-019R of I-1, does not meet met the needs of the General Plan when it involves small parcels of land to be used for light industrial. I-1 is most effective and beneficial to the general plan when it involves large parcels of land that can be developed such as in the case of nearby neighbor Wilddeck a steel manufacturer of mezzanines and lifts and steel guard rails, or in the case of Amazon logistics, both of which require large parcels of property to provide build manufacturing facilities and warehouse spaces. What tends to happen with smaller parcel that have odd zoning in areas not zoned the same as the properties around them they either tend to stay vacant, or if developed suddenly the character of the street changes to a hodgepodge of building types that do not evoke a cohesive nature that's envisioned in the General Plan. A rezone of a very small parcel in comparison to these larger ones such as APN 500-04-019R from I-1 to C-2 to a lesser demanding use along the commercial corridor of Litchfield Road would benefit the community and General plan in that the property will be developed, the property will have a Building that will be similar in beauty and design as the current existing chapel building. Its' zoning designation requires a stronger landscape aspect and will provide a more appealing street view along Camino Oro that would be complimentary to the church property to the North and an enhancement to the property to the South. The Proposed construction of a new funeral chapel with a 50 person more capacity and garage space for funeral home procession vehicles and reception area is well suited for the proposed C-2 designation and will be consistent with the current use adjacent to it. The current vegetation is scrub brush and weeds which will be cleared out. All of the proposed landscaping will be installed by Professional landscape designers and contractors under the employ of Thompsons Funeral Chapels in accordance with City of Goodyear design standards for landscaping, water retention /runoff and irrigation requirements. And will be maintained by their hired landscaping services.

Potable water for the rezoned parcel is in the City of Goodyears Water Service Area. An existing 10" DIP line is located in Camino Oro and has an existing stub-up to the property for its future development. The properties water system will utilize the City of Goodyears Engineering Design Standards and Policies Manual Chapter 5, The integrated Water Master Plan, The Maricopa County Health Code, ADEQ Bulletin 10 and The International Fire Code. A plumbing engineer will design the domestic water system, a fire protection engineer will design the fire sprinkler system and they will provide KSE the size of fire service line needed for a coordinated connection to the 10" DIP which is currently estimated to be 6" min. in size. The domestic water needed for a C-2 property is slightly higher in demand than an I-1 zoned property as determined in the Table 5.1-1 Average Day Water Demands. Low water use Irrigation needs are determined using Table 5.2-1 Reclaimed Water Average Day demands and would be determined at the same rate factor for C-2 as for an I-1.

Wastewater is within the City of Goodyear Waste Water Service Area. An existing 8" VCP located in Camino Oro with an existing 8" stub out, at the northwest corner of the property, per city record but presumed to be a 6" due to current zoning of I-1, has been determined by KSE to have adequate capacity and will be used to provide service to the proposed building, using Table 6.3-2 Average Daily Flow and Section 6.3.1.J-Appendix B Max Day Flow (of the City of Goodyears Engineering Design Standards and Policies Manual.) The proposed new building will meet the City of Goodyear design standards and Maricopa County Environmental Services Department Policies.

Landscaped integrated water retention basons for the proposed C-2 rezone will be integrated into the overall design, the current landscape of the I-1 property is generally flat and has a very small collection area to the north of the property The North Property of the Lutheran church sits higher than the current parcel, as is, all water that

flows onto this site currently runs off the property and into the cities gutters and storm sewer system. Water retention areas are proposed in design to account for new hard surfaces being implemented to mitigate runoff into the city streets and help restore ground water reserves. These retention areas will be in conformance with the city of Goodyears Engineering and Design standards and Policies manual and the Uniform Drainage Policies and Standards for Maricopa County Arizona. Should back-to-back 100 year events occur excess flow will drain to the southeast side of the site. Design of Hydraulic structures will be in accordance with City of Goodyear requirements.

Arizona Public Service (APS) services the existing proposed rezone property. The existing developed Thompson Funeral Chapel parcel of land to the East and the newly acquired proposed for rezone to C-2 parcel of property to the West has a pole mounted power line that currently runs between them from South to North that services the Lutheran Church property to the North of both parcels and the funeral chapel properties. This line is said to have to be buried if the capacity is 69kv or less or remain as is if above that capacity this is dependent also on the possibility of a Lot Combination which would allow the easier property development. All will be done according to the city of Goodyears design guidelines and APS design standards.

Southwest Gas services this area. There is a 4" main line located in Lichfield Road on the west side of the rode. With a 1" stub up from Lichfield and line running on the south part of the existing APN 500-04-015F parcel. If allowed the new building could tie into this line, other wise the rezoned property would need to have a Natural Gas line brought up to west street facing property line within Camino Oro.

The two parcels are within a half mile of the Phoenix Goodyear Airport and almost directly under runways 3 and 21 flight path alignment. The owners are wishing to match the existing Funeral Chapels exterior height and thus the proposed building height for the rezone PAD property is approximately 32'-0" to top of roof. The allowed height for a C-2 zone is 52'-0", which puts us 20' lower than allowed for a C-2 zoned site. The light levels needed for parking lot are minimal and should not affect flight path with excess glare. This is a nonresidential property, and it is understood that the sound levels from air traffic will be at or below 65db. For brief periods.

Traffic impact will be minimal to the surrounding community, the increase in capacity of the funeral chapel will be about 45 extra mourners with the newly proposed chapel located on the proposed for Rezone parcel of 500-04-019R. The old chapel building will become solely offices, sales and storage. The Traffic impact study is favorable to the minimal impact imposed to existing traffic and or the operations of the service provided.

The Right of way, improvements that are proposed for the Site include a new concrete sidewalk, and two (2) Concrete Drive way access points to the property, One located at the Northwest corner and one at the southwest corner of the property. They will conform to the City of Goodyears Engineering Design Standards, Mag Standards an along with consideration to City of Goodyear fire department. Fire department requirements. The Grade area beyond the side planed sidewalk will be landscaped according to City requirements with Proper planting and Vegetation with low water use. Three (3) water retentions basins will abut the R.O.W. within the landscape areas.

The rezoning of Parcel 50-0-04-019R from I-1 to C-2 would benefit the community as a whole and increase the ability of Thompson Funeral Chapel to serve the community in a more enhanced roll. The impact to the school system is nonexistent. As there is no increase in families contributing children to the school system. Thompson Funeral Chapel has been an asset to the community and has had the honor of handling some very large funeral functions for noted community leaders. Their expansion onto the proposed APN 500-04-019R rezoned to C-2 parcel will increase the amount of business conducted in Goodyear from not only the local community of Goodyear but also the immediate neighboring cities of Avondale and Tolleson creating a greater tax revenue. The proposed PAD overlay will help many families have an affordable option to a standard burial. And allow for easier access to visit their loved ones closer to their home of Goodyear.

Thank you
David Molinar, RA.
Project Manager
Archicon Architecture & Interior Design.

5055 E WASHINGTON ST. SUITE 200 PHOENIX AZ, 85034
PHONE (602) 222-4266 • FAX (602) 279-4305

Thompson Funeral Chapel Rezone

Subject Property

- North of the northwest corner of Yuma and Litchfield
- ~2.9 acres



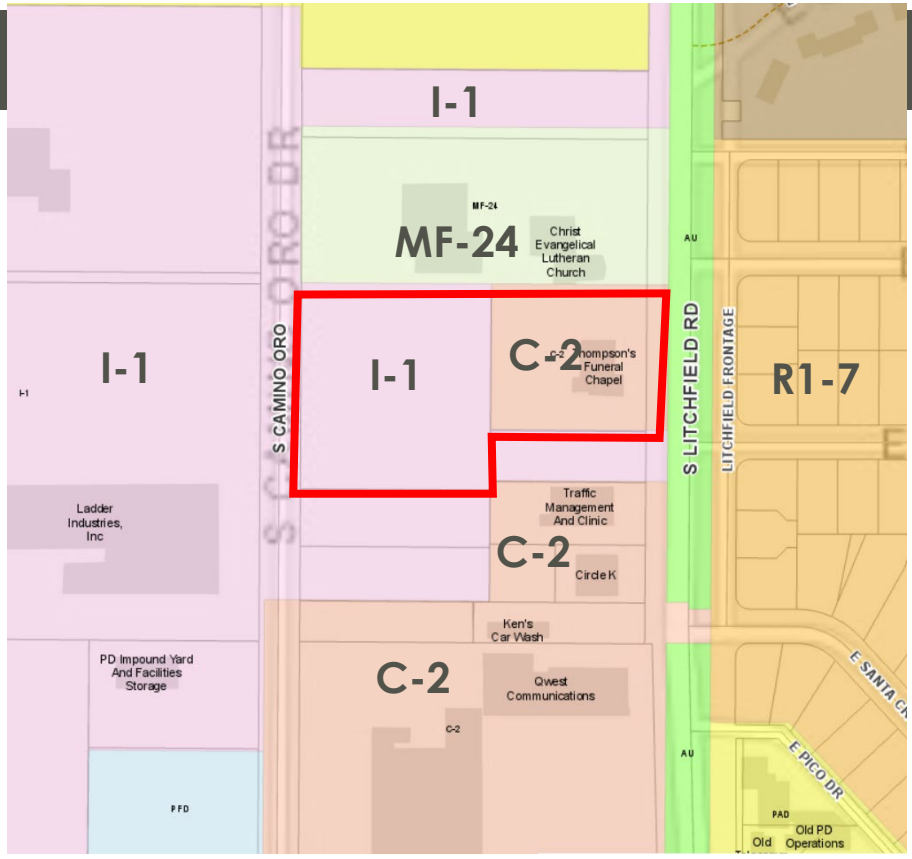
Goodyear Fire Resource Management Bldg.

Sonny's Boxing Gym

Existing

THOMPSON FUNERAL CHAPEL

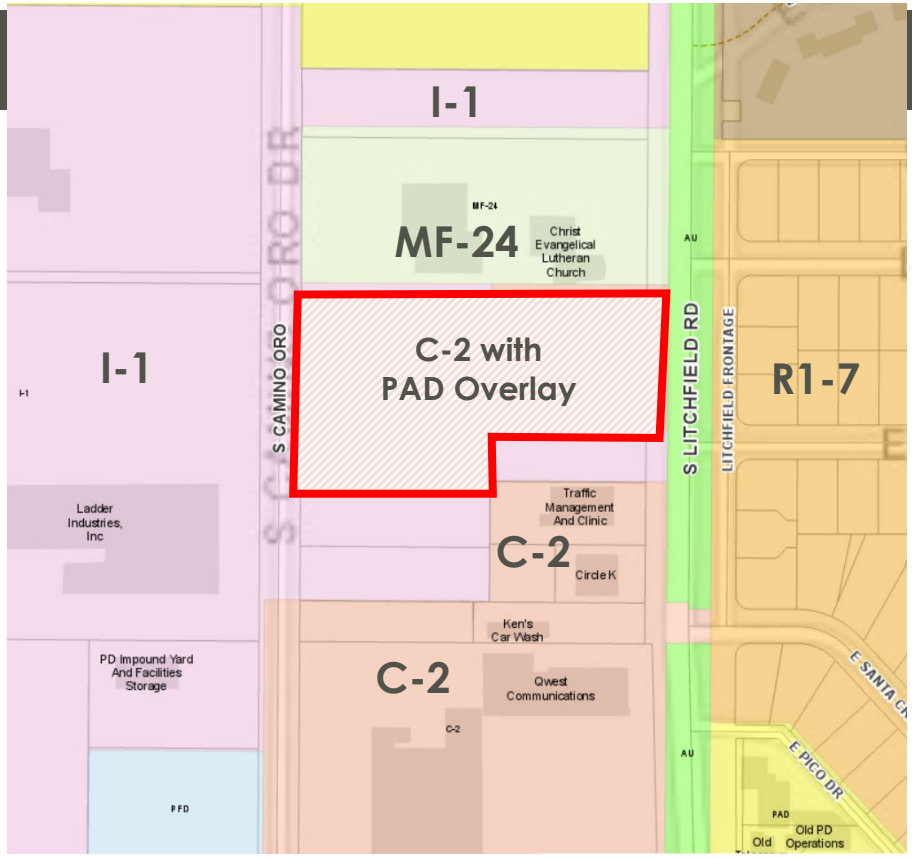
- **North:** MF-24 (Church)
- **East:** R1-7 Single Family Residential (and Litchfield Road)
- **South:** I-1 and C-2
- **West:** I-1



Request

THOMPSON FUNERAL CHAPEL

- Rezone property from C-2 and I-1 to C-2 (General Commercial) with a Planned Area Development (PAD) Overlay



PAD Overlay

THOMPSON FUNERAL CHAPEL

- C-2 (General Commercial District) lists Funeral Homes as a permitted use
- I-1 (Light Industrial) does not list Funeral Homes as a permitted use
- Above-ground Columbarium or similar use is not listed in any district

PAD Overlay

THOMPSON FUNERAL CHAPEL

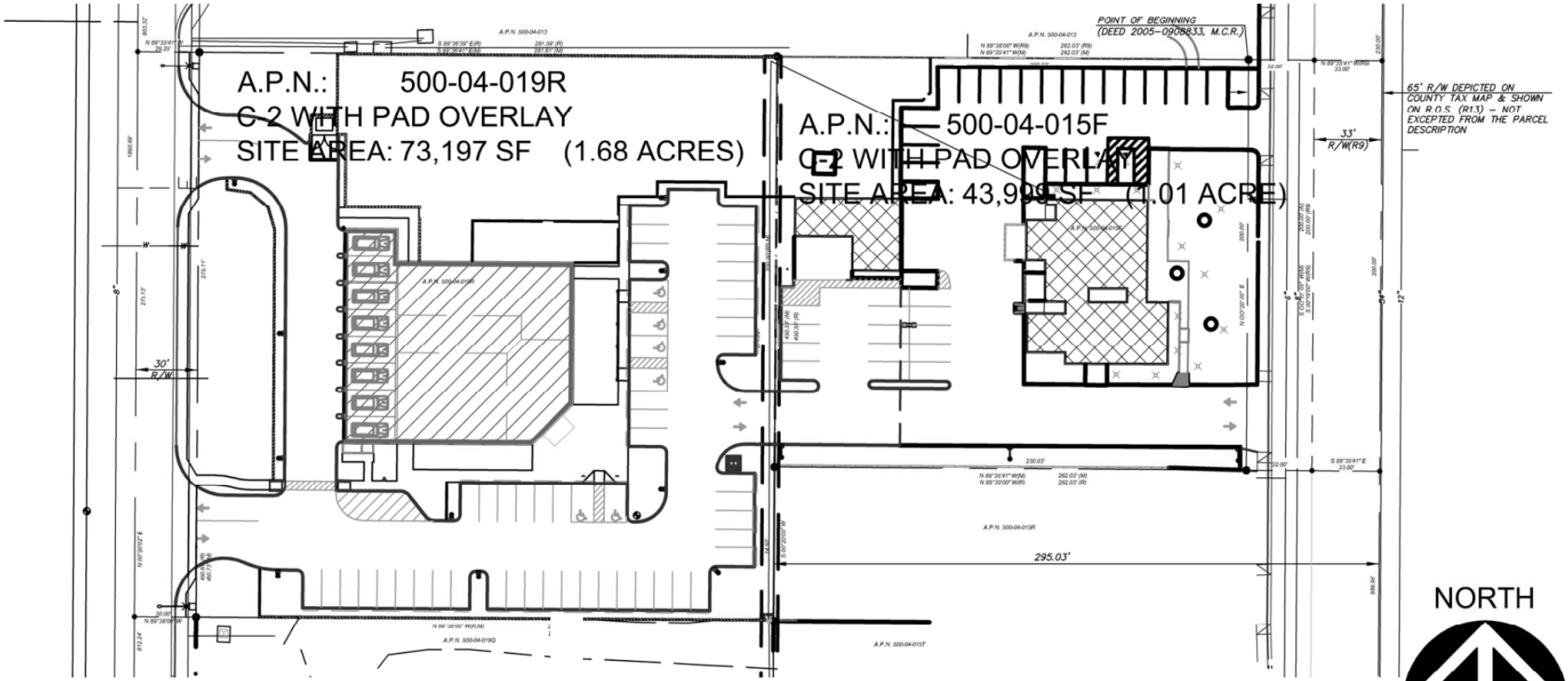
- Modification to allow above ground columbarium

Examples:









Conceptual Plan (not approved with rezoning)

Public Comment

THOMPSON FUNERAL CHAPEL

- Neighborhood meeting held at **Thompson Funeral Chapel** February 23, 2022
  - ~15 in attendance
  - No objections received

Recommendation

THOMPSON FUNERAL CHAPEL

- Staff recommends approval of C-2 with PAD Overlay to allow above-ground columbarium
- PZC recommended approval 3/16/2022

Thompson Funeral Chapel
21-20000020
Rezone and PAD overlay

Subtitle: Rezone for APN 500-04-019R
PAD overlay for APN's 500-04-019R & 500-04-015F

Presented by: David Molinar, Project Manager



ARCHICON

Architecture & Interiors, L.C.

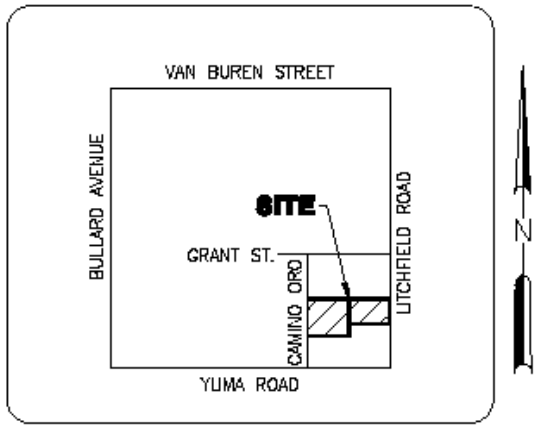



Thompson
Funeral Chapel

KSE DESIGN GROUP, PLC

SWTE

SOUTHWEST TRAFFIC ENGINEERING, LLC



VICINITY MAP

NOT TO SCALE

ASSESSOR PARCEL NUMBERS

APN 500-04-019R
APN 500-04-015F

ZONING

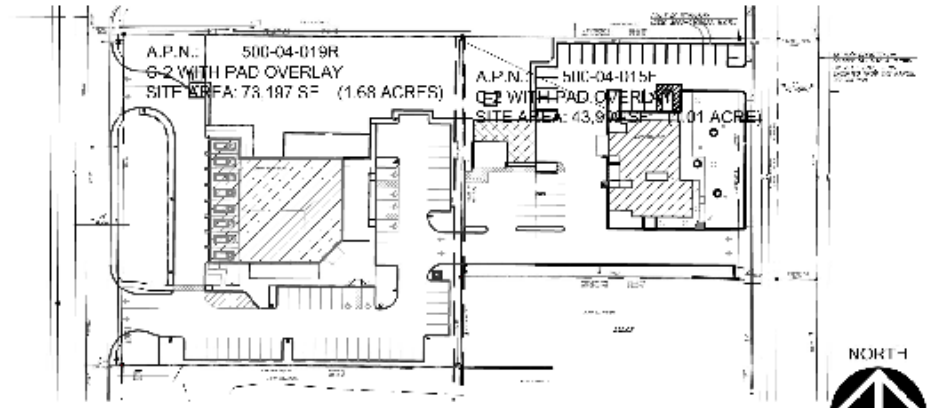
I-1 AND C-2 (REZONED TO C-2) WITH PAD OVERLAY

AREA

A.P.N.: 500-04-019R
GROSS AREA: 1.778 ACRES – 77,445 SQ. FT.
A.P.N.: 500-04-015F
GROSS AREA: 1.203 ACRES – 52,406 SQ. FT.

TOTAL GROSS AREA 2.981 ACRES – 129,851 SQ. FT.

VICINITY MAP				KSE DESIGN GROUP, PLC		
THOMPSON FUNERAL CHAPERAL LITCHFIELD ROAD GOODYEAR, ARIZONA 85338				3585 West Greenway Road, Suite 306 Phoenix, Arizona 85023 PH (602) 347-7007 FAX (602) 249-1310		
JOB NO. 21-009-134	DESIGNED CLS	DRAWN TDB	CHECKED DCK	DATE 09-16-2021	1 OF 1	SHEETS



1 SITE PLAN

THOMPSON'S FUNERAL CHAPEL

C-2 with PAD Overlay

Development Regulations

November 4, 2021

Permitted Uses: The permitted uses are those uses allowed in the C-2 General Commercial Zoning District as set forth in the City of Goodyear Zoning Ordinance, except as modified below:

-Above grade Columbarium is an additional permitted use.

Development Standards: The development standards for the C-2 General Commercial Zoning District shall apply to this site. Unless expressly modified in this document, all development within the property shall comply with the requirements of the City of Goodyear Zoning Ordinance.

Additional Regulations:

1. All uses are subject to Administrative Site Plan review;

2. Design shall be in conformance with Article 3-3 Commercial Districts.



2 AERIAL VIEW

NORTH

N.T.S.

PROJECT DATA

LOCATION: 926 SOUTH LITCHFIELD ROAD
GOODYEAR, AZ 85338

ZONING: I-1 (PROPOSED REZONE TO C-2 WITH PAD OVERLAY)
C-2 EXISTING (PROPOSED PAD OVERLAY)

A.P.N.: 500-04-019R, 500-04-015F

SITE AREA:	NEW LOT:	73,197 SF	(1.68 ACRES)
	EXIST. LOT:	43,999 SF	(1.01 ACRE)
	TOTAL LOTS	117,196 SF	(2.69 ACRES)
EXISTING BUILDING:		4,615 SF	(1.544 SF ASSEMBLY)
EXISTING BUILDING:		1,402 SF	
PROPOSED BUILDING:		10,361 SF	(5,030 SF ASSEMBLY)
TOTAL BUILDINGS:		16,378 SF	

PERCENTAGE OF SITE COVERAGE:
16,378 SF / 117,196 SF = 14.0% COVERAGE

PARKING CALCULATIONS:
FUNERAL HOMES: 1 SPACE PER 75 SF ASSEMBLY AREA

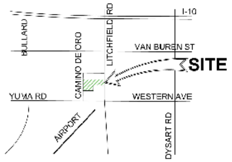
TOTAL REQUIRED: 6,574 / 75 = **88 REQUIRED SPACES**
PARKING PROVIDED: 9 TOTAL GARAGE SPACES
2 EMPLOYEE CAR CARPORT SPACES
52 SPACES ON WEST LOT
36 SPACES ON EAST LOT
99 TOTAL SPACES PROVIDED

ARCHICON
Architecture & Interiors, L.C.
5055 E WASHINGTON STREET
SUITE 200
PHOENIX, ARIZONA 85034
(602) 222-4266
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www.ARCHICON.COM

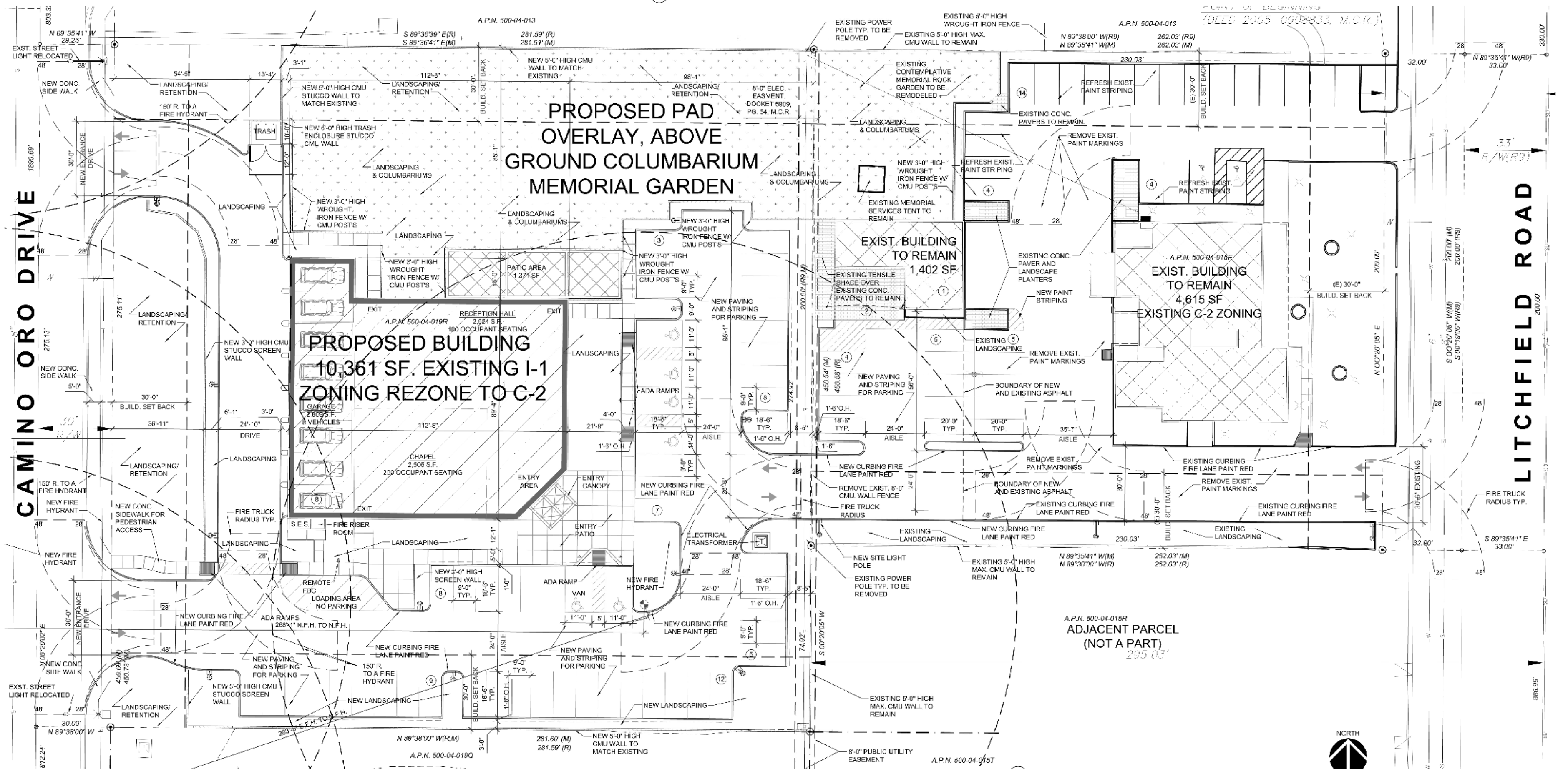
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VICINITY MAP



1 CONCEPTUAL SITE PLAN

NORTH
SCALE: 1" = 20'-0"

ARCHICON
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5055 E. Washington Street
Suite 200
Phoenix, Arizona 85034
P: 602.222.4266
www.archicon.com

THOMPSON'S FUNERAL CHAPEL

CONCEPTUAL PLANS
926 SOUTH LITCHFIELD ROAD
GOODYEAR, ARIZONA 85338

PROJECT NUMBER:	2077350-01
PROJECT MANAGER:	CM
DRAWN BY:	ARCHICON
CHECKED BY:	JWP

No.	Revision	Date
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

SHEET DESCRIPTION

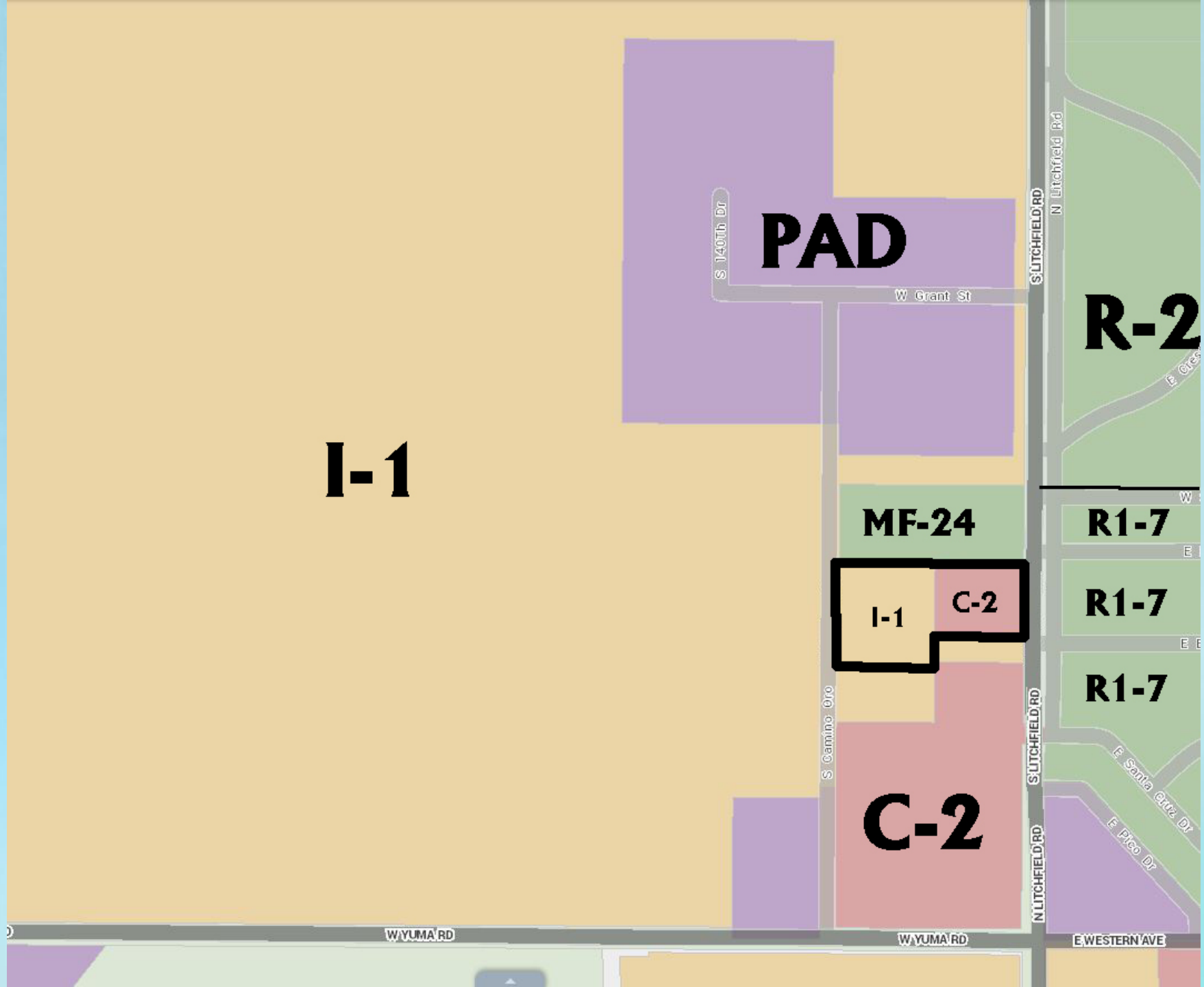
CONCEPT SITE PLAN FOR PAD

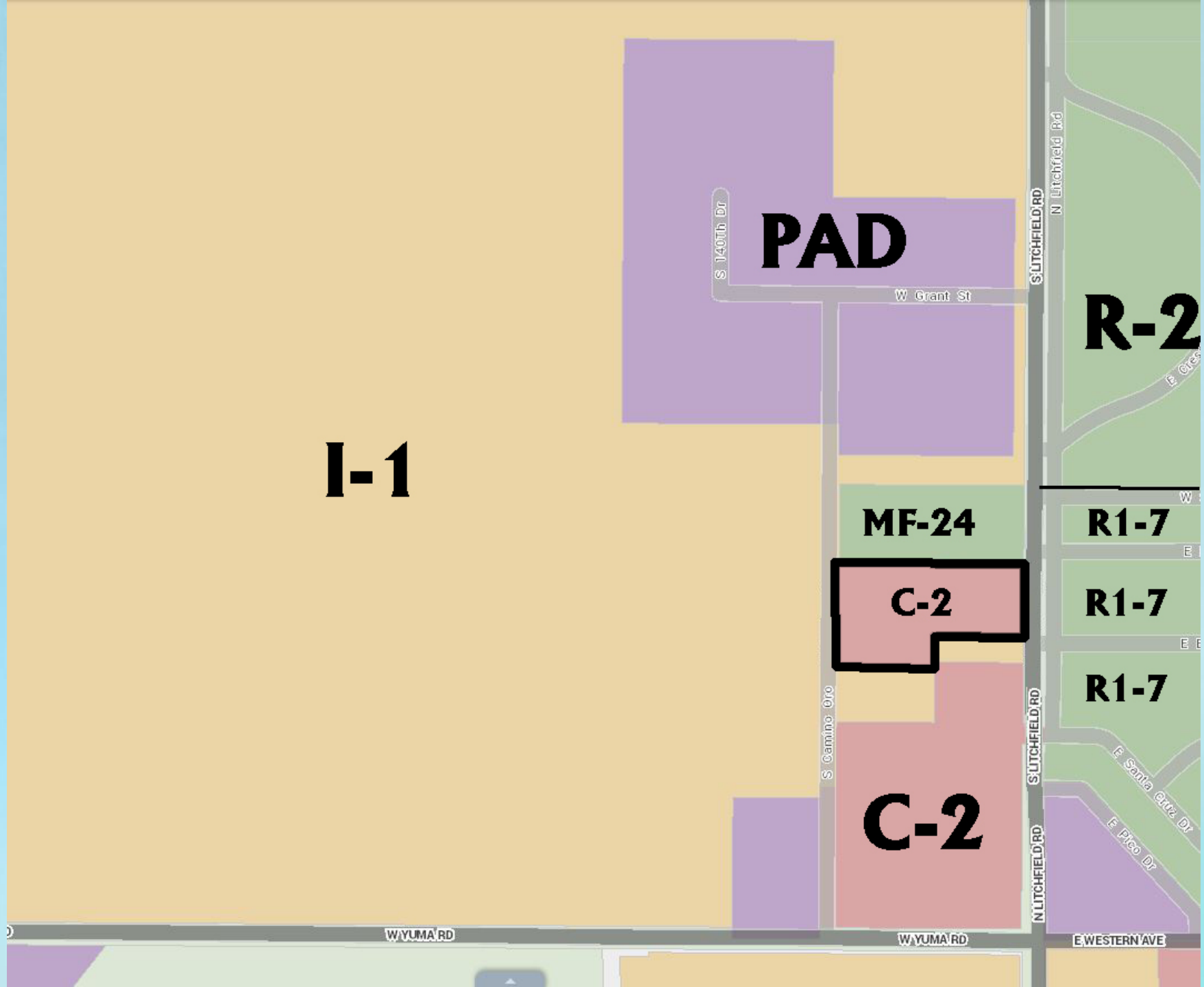
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JERE W.
PLANCK

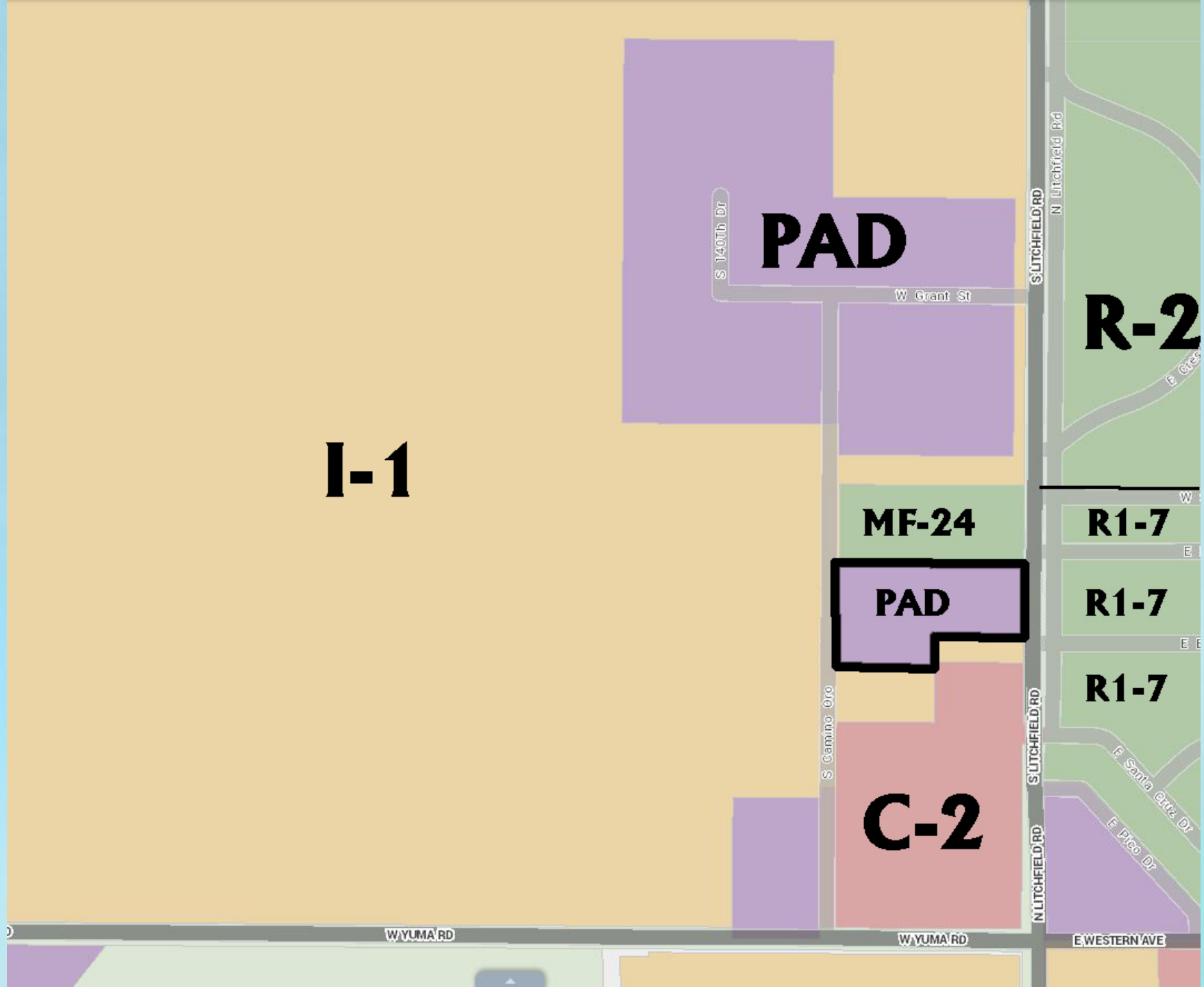
SHEET NO.

A100

ISSUE DATE: AUG. 13, 2021


PAD
I-1
R-2
MF-24
R1-7
I-1
C-2
R1-7
R1-7
C-2
S 140Th Dr
W Grant St
S LITCHFIELD RD
N Litchfield Rd
S Camino Oro
N LITCHFIELD RD
E Santa Cruz Dr
E Pico Dr
W YUMA RD
W YUMA RD
E WESTERN AVE


PAD
I-1
R-2
MF-24
R1-7
C-2
R1-7
R1-7
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S 140Th Dr
W Grant St
S LITCHFIELD RD
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PAD
I-1
MF-24
PAD
C-2
R-2
R1-7
R1-7
R1-7
S 140Th Dr
W Grant St
S LITCHFIELD RD
N Litchfield Rd
S Camino Oro
N LITCHFIELD RD
E Santa Cruz Dr
E Pico Dr
W YUMA RD
W YUMA RD
E WESTERN AVE



2 AERIAL VIEW

N.T.S.

PROJECT DATA

LOCATION: 926 SOUTH LITCHFIELD ROAD
GOODYEAR, AZ 85338

ZONING: I-1 (PROPOSED REZONE TO C-2 WITH PAD OVERLAY)
C-2 EXISTING (PROPOSED PAD OVERLAY)

A.P.N.: 500-04-018R, 500-04-018F

SITE AREA: NEW LOT: 73,197 SF (1.68 ACRES)
EXIST. LOT: 43,399 SF (1.0+ ACRE)
TOTAL LOTS: 117,196 SF (2.69 ACRES)

EXISTING BUILDING: 4,615 SF (1,544 SF ASSEMBLY)
EXISTING BUILDING: 1,702 SF
PROPOSED BUILDING: 10,351 SF (5,000 SF ASSEMBLY)
TOTAL BUILDINGS: 16,378 SF

PERCENTAGE OF SITE COVERAGE:
16,378 SF / 117,196 SF = 14.0% COVERAGE

PARKING CALCULATIONS:
FUNERAL HOMES: 1 SPACE PER 75 SF ASSEMBLY AREA

TOTAL REQUIRED: 6,574 / 75 = **88 REQUIRED SPACES**
PARKING PROVIDED: 9 TOTAL GARAGE SPACES
2 EMPLOYEE CAR CARPORT SPACES
52 SPACES ON WEST LOT
26 SPACES ON EAST LOT
89 TOTAL SPACES PROVIDED

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3033 E. WASHINGTON STREET
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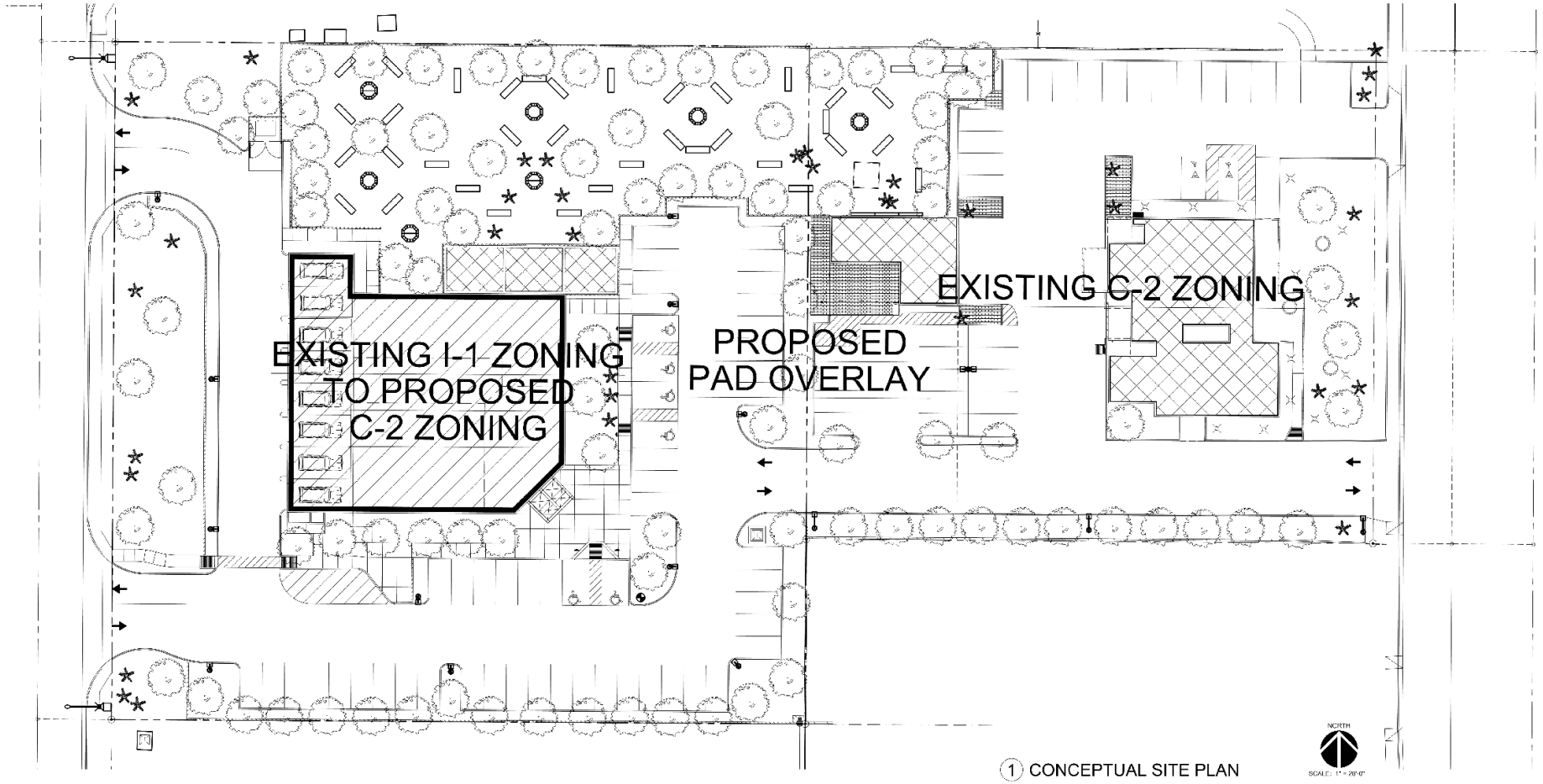
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VICINITY MAP



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THOMPSON'S FUNERAL CHAPEL

CONCEPTUAL PLANS

926 SOUTH LITCHFIELD ROAD
GOODYEAR, ARIZONA 85338

PROJECT NUMBER:	2077350-01
PROJECT MANAGER:	DM
DRAWN BY:	ARCHICON
CHECKED BY:	JWP

No.	Revision	Date

SHEET DESCRIPTION

CONCEPT SITE PLAN FOR PAD

CONCEPTUAL ONLY
NOT FOR
CONSTRUCTION

SHEET NO.

PSDR

ISSUE DATE: AUG. 13, 2021

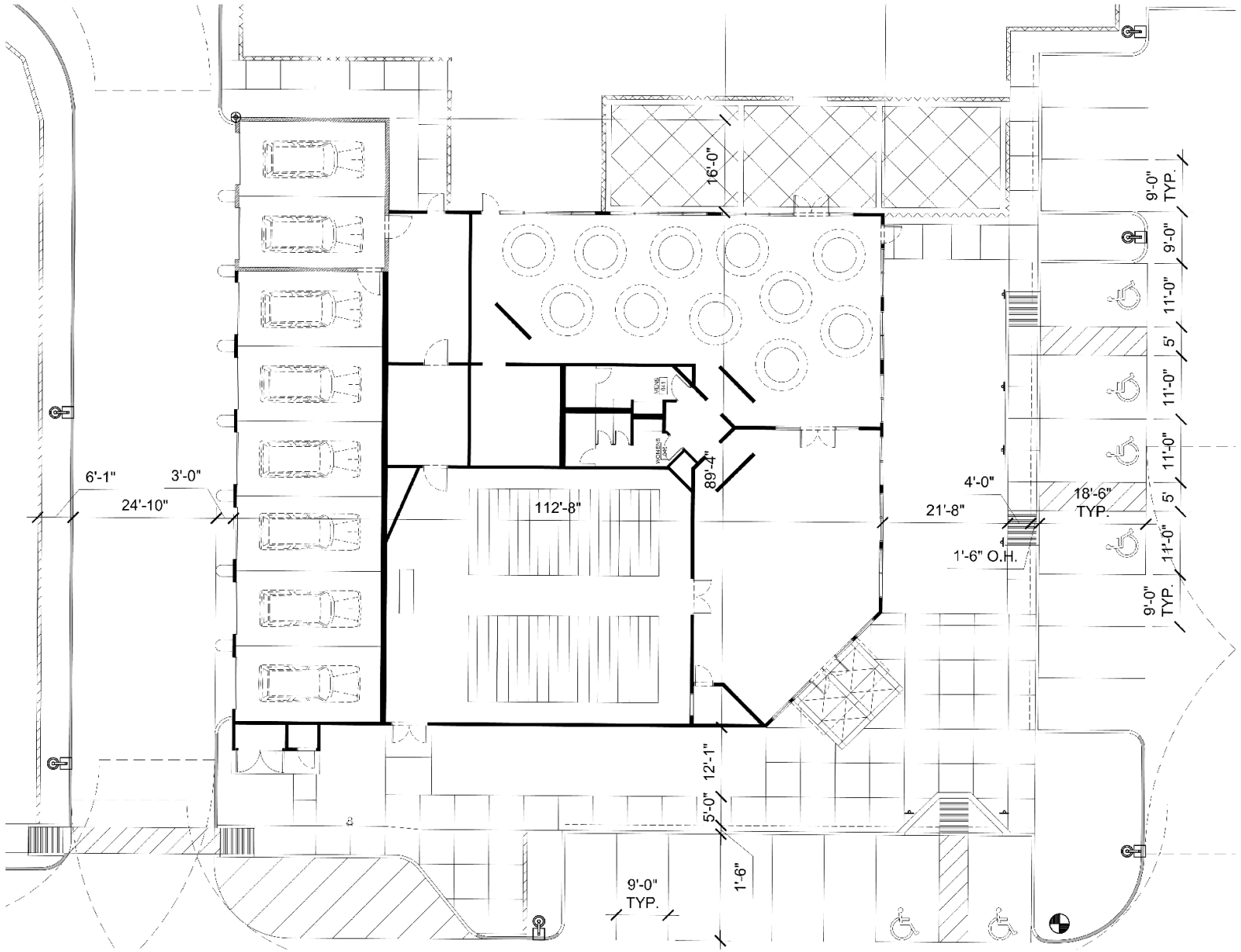



Robert E. Garner









1 CONCEPTUAL SITE PLAN

NORTH

SCALE: 1/8" = 1'-0"

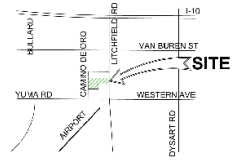
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VICINITY MAP

PROJECT DATA

LOCATION: 926 SOUTH LITCHFIELD ROAD
GOODYEAR, AZ 85338

ZONING: I-1 (PROPOSED REZONE TO C-2 WITH PAD OVERLAY)
C-2 EXISTING (PROPOSED PAD OVERLAY)

A.P.N.: 500-04-015R, 500-04-015F

SITE AREA: NEW LOT: 73,197 SF (1.68 ACRES)
EXIST. LOT: 43,999 SF (1.01 ACRE)
TOTAL LOTS: 117,196 SF (2.69 ACRES)

EXISTING BUILDING: 4,618 SF (1,944 SF ASSEMBLY)
EXISTING BUILDING: 1,402 SF
PROPOSED BUILDING: 10,361 SF (6,030 SF ASSEMBLY)
TOTAL BUILDINGS: 16,378 SF

PERCENTAGE OF SITE COVERAGE:
16,378 SF / 117,196 SF = 14.0% COVERAGE

PARKING CALCULATIONS:
FUNERAL HOMES: 1 SPACE PER 75 SF ASSEMBLY AREA

TOTAL REQUIRED: 6,674 / 75 = **88 REQUIRED SPACES**
PARKING PROVIDED: 9 TOTAL GARAGE SPACES
2 EMPLOYEE CAR CARPORT SPACES
62 SPACES ON WEST LOT
26 SPACES ON EAST LOT
99 TOTAL SPACES PROVIDED

THOMPSON'S FUNERAL CHAPEL

CONCEPTUAL PLANS

926 SOUTH LITCHFIELD ROAD
GOODYEAR, ARIZONA 85338

PROJECT NUMBER:	2077350-01
PROJECT MANAGER:	DM
DRAWN BY:	ARCHICON
CHECKED BY:	JWP

No.	Revision	Date

SHEET DESCRIPTION

CONCEPT SITE PLAN FOR PAD

PRELIMINARY
N.F.C.

SHEET NO.

PDR1

ISSUE DATE: AUG. 13, 2021

ITEM #: 20.
DATE: 03/28/2022
AI #:729

CITY COUNCIL ACTION REPORT

SUBJECT: AN AMENDMENT TO THE TEN 303 BUSINESS PARK PLANNED AREA DEVELOPMENT (PAD)

STAFF PRESENTER(S): Karen Craver, AICP, Principal Planner

OTHER PRESENTER(S):

Brett Tremaine, Majestic Realty Company

SUMMARY

An amendment to the Ten 303 Business Park Planned Area Development (PAD) to delete a stipulation of approval requiring a Use Permit for buildings larger than 250,000 square feet adjacent to the western boundary of the PAD and for dock-level bay doors on the west side of any industrial building adjacent to the then planned Talaverde Estates. The amendment will also increase the maximum allowed building height from 40 feet to 50 feet on 55.23 acres with underlying I-1, Light Industrial zoning within the 159-acre Ten 303 Business Park PAD, generally located west of the northwest corner of Indian School Road and Cotton Lane.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2219 DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED “LEGAL DESCRIPTION OF THE PROPERTY.”,

2. ADOPT ORDINANCE NO. 2022-1532 CONDITIONALLY REZONING APPROXIMATELY 159 ACRES LOCATED WEST OF THE NORTHWEST CORNER OF INDIAN SCHOOL AND COTTON LANE FROM PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT BY AMENDING ORDINANCE 2007-1082 AND THE TEN 303 BUSINESS PARK PLANNED AREA DEVELOPMENT (PAD) DATED JUNE 8, 2007, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, PENALTIES, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Karen Craver, Principal 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

On August 27, 2007, Mayor and Council adopted Ordinance 2007-1082 conditionally rezoning 159 acres of land generally located west of the northwest corner of Indian School Road and Cotton Lane, from the AG, Agriculture Zoning District to the PAD, Planned Area Development Zoning District, to allow for a development to be known as Ten 303 Business Park. In April, 2020, site plan approval was granted for the first building in the business park; the existing Amazon warehouse/distribution facility on approximately 91 acres with underlying I-2, General Industrial zoning, at the northeast corner of Indian School Road and Minnezona Avenue.
In July of 2021, this PAD Amendment to the Ten 303 Business Park PAD was submitted to delete one PAD stipulation of approval and to modify one PAD development standard. This PAD Amendment has not previously been presented to the City Council.

STAFF ANALYSIS

Current Policy:

A request to amend an approved PAD, including requests to delete or modify stipulations of approval, must be processed as a rezoning request, which requires public review by the Planning and Zoning Commission and public review and approval by the City Council. The proposed amendment must be consistent with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

This amendment to the Ten 303 Business Park PAD was submitted by Majestic Realty Company, owner of approximately 55.23 acres. The 55.23 acres is the portion of the Ten 303 Property identified as Parcel 2 and is designated as Light Industrial in the Ten 303 Business Park PAD. The property owner asked that the existing zoning be amended to:

- Delete the PAD stipulation of approval requiring a Use Permit for:
  - Buildings larger than 250,000 square feet located adjacent to the western boundary of the PAD; and,
  - Dock-level bay doors on the west side of any industrial building adjacent to the then planned Talaverde Estates (to the west of the western boundary of the PAD).
- Increase the maximum allowed building height from 40 feet to 50 feet, on the 55.23 acres with underlying I-1, Light Industrial zoning, in accordance with the current Industrial Zoning Districts Development Standards.

The amendment was initially intended to support the construction of one large 1 million square foot warehouse distribution facility. The amendment application noted, in support of the amendments requested, that since the time the restriction was placed on building size, almost all industrial development that has occurred in the immediate vicinity of the Ten 303 Business Park PAD, and also within the vicinity of the much larger PV303 PAD, has been industrial buildings averaging over 600,000 square feet in size. The application also cited the fact that the planned Talaverde Estates did not develop, and that that property had exchanged hands and was rezoned to R1-6, Single Family Residential at approximately 8 dwelling units/acre.

Although acknowledging that there are many industrial buildings averaging over 600,000 square feet in size in the vicinity, Parcel 2, unlike these other properties, is adjacent to residentially zoned property, whether it be Talaverde Estates or another residential development. Because of Parcel 2's proximity to residentially zoned property, staff was not supportive of the 1 million square foot building that was originally being proposed. Staff therefore identified additional general conformance criteria that it recommends be imposed if the requirement for a use permit is deleted. The following criteria, which are included in the proposed amendment, are intended to minimize the impact of the development of industrial buildings in excess of 250,000 square feet on the future adjacent residential development:

1. A minimum of two buildings shall be built on Parcel 2;

2. No building constructed within Parcel 2 shall be larger than 500,000 square feet;

3. The maximum building height of each building, as defined in the City of Goodyear Zoning Ordinance, shall be 50 feet;

4. No dock-level bay doors or trailer parking shall face the west property line; and,

5. A minimum 30-foot wide landscape buffer with double rows of staggered trees shall be located adjacent to the west property line.

If the amendment is approved, Majestic Realty Company plans to submit a site plan application to construct two warehouse/distribution buildings on the 55.23 acres; one approximately 392,000 square feet and one approximately 460,000 square feet, neither of which will have dock-level bay doors facing the former Talaverde site, and both within the requested maximum building height of 50 feet. Meritage Homes has begun to plat the R1-6 property and has communicated to city staff that they are neutral on the requested PAD Amendment.

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 existing Industrial General Plan land use designation allows for the warehouse/distribution uses contemplated by the planned Majestic 303 development. This proposed PAD amendment does not alter the consistency with the designation.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

This proposed PAD amendment is consistent with the current suitability of the subject property's physical and natural features for the permitted uses in the PAD.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

Uses and development surrounding the subject property include:

- North – Proposed Prologis warehouse/distribution facilities zoned I-1, Light Industrial
- South – An under-construction Microsoft data center zoned PAD with underlying I-1, Light Industrial zoning
- East – An existing Amazon warehouse/distribution facility zoned PAD with underlying I-2, General Industrial zoning
- West – Undeveloped C-2, General Commercial and undeveloped R1-6, Single Family zoned properties
    - The request to delete the PAD stipulation requiring a Use Permit for buildings larger than 250,000 square feet adjacent to the western boundary of the PAD, and for dock-level bay doors on the west side of any industrial building adjacent to the then planned Talaverde Estates, will not significantly impact future development of the R1-6 properties because of the following recommended additional conditions being included in the amendment:
        - Parcel 2 shall have at least 2 buildings, and no buildings constructed on Parcel 2 shall be larger than 500,000 square feet. (This would preclude the originally contemplated single, 1 million square foot building.)
        - The maximum building height for each building within Parcel 2 will be 50 feet. (The planned site plan submittal includes two buildings with 40-foot clear heights, which typically results in maximum building heights of 46 to 48 feet.)
        - No dock-level bay doors or trailer parking facing the west property line; vehicle

parking only
- Minimum 30-foot wide landscape buffer with double rows of staggered trees adjacent to the west property line

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.

This proposed PAD amendment is consistent with the current land uses within the immediate area, and this PAD amendment does not change the current permitted uses within the PAD.

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.

This PAD amendment does not change the current permitted uses within the PAD.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

Fire Response:
The subject property will continue to be served by Fire Station No. 185 at PebbleCreek Parkway and Clubhouse Drive, or by Fire Station No. 183 at 3075 Litchfield Road.

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#185	5.85	2.93	5.85	2.93	#183	10.15	5.07	10.15	5.07

Police Response:
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 as proposed. This proposed PAD amendment does not impact the ability of the department to serve the property.

Streets/Transportation:
This PAD amendment does not change the planned PAD access points on Indian School Road and Minnezona Avenue. The final location of all access points will be determined during plat and/or site plan review and approval, in conjunction with the approval of a Traffic Impact Study. Indian School and Minnezona will also be designed and constructed to accommodate the traffic from the buildings that will be constructed by Majestic Realty Company.

Water/Wastewater:
With this PAD amendment the subject property will continue to be within the jurisdiction of the city of Goodyear for wastewater service, and within the jurisdiction of EPCOR Water Arizona for water service. All infrastructure necessary to serve the subject property will continue to be required to be installed by the property owner and/or developer.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

This PAD amendment does not change the requirement that the extension of utility lines needed to serve the property will be the responsibility of the property owner and/or developer as part of the development process.

8. General public concerns.

Public Participation:
In accordance with the city's Citizen Review Process, a formal citizen review meeting was held on Tuesday, January 25, 2022. Prior to the meeting, staff held a Teams meeting with Troy Hill, a Vice-President with Meritage Homes, the future developer of the adjacent R1-6 residential area to the west of the Majestic 303 site.
Mr. Hill stated that Meritage understands the need for warehouse/distribution uses and is neutral on the Majestic 303 project moving forward. No other member of the public contacted staff or the applicant, and no member of the public attended the Citizen review meeting. No property owner within the Sedella community was notified of the citizen review meeting because the nearest Sedella lot is approximately 1,800 feet from the western boundary of the site of this PAD amendment. The citizen review process requires notification of owners of property within 500 feet.

Notice for the public hearings before the Planning and Zoning Commission and City Council on March 16, 2022, and March 28, 2022, respectively, included a postcard mailed to the owners of property within 500 feet of the subject property; a legal notice published in the Arizona Republic Southwest Edition on February 25, 2022; and a notice of public hearings sign posted on the subject property. Information on this PAD Amendment and these public hearings was also posted on the city's website. To date, staff has received no other contact from the public.

Planning and Zoning Commission:
At its meeting on March 16, 2022, following a presentation by staff, and an acknowledgement by the applicant that they are in support of this PAD Amendment and in agreement with the stipulations in Ordinance No. 2022-1532, the Commission voted 7 to 0 to recommend approval of this PAD Amendment. No member of the public spoke regarding the amendment.

9. Whether the amendment promotes orderly growth and development.

This PAD amendment will promote continued orderly growth and development in conformance with the City Zoning Ordinance, Design Guidelines, and Engineering Standards.

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.

This PAD amendment will not impact the general health, safety and welfare of the citizens of the city or the general public.

Findings:
Pursuant to the evaluation of this requested PAD Amendment, staff finds that approval of the proposed amendment to Ordinance 2007-1082 as set forth in Ordinance No. 2022-1532 attached hereto, which deletes condition 17 of Ordinance 2007-1082 and amends the Ten 303 Business Park PAD adopted by Ordinance 2007-1082, promotes continued orderly growth and development in conformance with the City Zoning Ordinance, Design Guidelines, and Engineering Standards.

Attachments

Resolution
Legal Description
Ordinance
Aerial Photo
Project Narrative
Conceptual Site Plan
Presentation

RESOLUTION NO. 2022-2219

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "LEGAL DESCRIPTION OF THE PROPERTY."

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF A PUBLIC RECORD

That certain document titled "Legal Description of the Property," a copy of which is attached hereto, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned document is a declared public record in connection with the adoption of Ordinance 2022-1532.

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 the aforementioned document being declared a public record herein is 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_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

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 handhold for the Southwest corner of said Section 23 bears North 89 degrees 59 minutes 41 seconds West (Basis of Bearings) - 2,639.84 feet;

THENCE North 89 degrees 59 minutes 41 seconds West along the South line of the Southwest quarter of said Section 23, a distance of 980.05 feet;

THENCE North 00 degrees 18 minutes 21 seconds East departing said South line, a distance of 65.11 feet to the North right-of-way line of West Indian School Road as described in a deed to the City of Goodyear recorded in Instrument No. 2010-0872257, Maricopa County Records, said point being the TRUE POINT OF BEGINNING;

THENCE North 00 degrees 18 minutes 21 seconds East departing said North right-of-way line and being 1,659.79 feet West of and parallel with the Southwest quarter of said Section 23, a distance of 1,317.86 feet;

THENCE North 52 degrees 57 minutes 4 seconds East, a distance of 415.50 feet;

THENCE North 46 degrees 27 minutes 11 seconds East, a distance of 561.62 feet;

THENCE North 41 degrees 36 minutes 35 seconds East, a distance of 352.75 feet;

THENCE South 47 degrees 10 minutes 52 seconds East, a distance of 1,187.89 feet to the Northwest right-of-way line of West Minnezona Avenue as described in said deed to the City of Goodyear recorded in Instrument No. 2010-0872257, Maricopa County Records;

THENCE in a Southwesterly direction along said Northwest right-of-way line the following three (3) courses:

South 42 degrees 49 minutes 12 seconds West, a distance of 1,150.87 to a point of curvature of a non-tangent circular curve to the left, having a radius of 800.00 feet, a central angle of 42 degrees 48 minutes 54 seconds and being subtended by a chord which bears South 21 degrees 24 minutes 46 seconds West, 584.00 feet;

Continue in a Southerly direction along said curve to the left, a distance of 597.81 feet;

South 00 degrees 00 minutes 19 seconds West tangent to said curve, a distance of 3.59 feet to the beginning of a corner clip at the intersection of the West right-of-way line of said West Minnezona Avenue and the North right-of-way line of said West Indian School Road;

THENCE South 45 degrees 00 minutes 19 seconds West along said corner clip, a distance of 28.28 feet to the end of same;

THENCE in a Westerly direction along the North right-of-way line of said Indian School Road the following five (5) courses:

North 89 degrees 59 minutes 41 seconds West being 65.11 feet North of and parallel with the South line of the Southwest quarter of said Section 23, a distance of 51.05 feet;

North 81 degrees 51 minutes 06 seconds West, a distance of 21.18 feet;

North 89 degrees 59 minutes 41 seconds West being 68.11 feet North of and parallel with the South line of the Southwest quarter of said Section 23, a distance of 66.55 feet;

South 75 degrees 58 minutes 09 seconds West, a distance of 12.37 feet;

North 89 degrees 59 minutes 41 seconds West being 65.11 feet North of and parallel with the South line of the Southwest quarter of said Section 23, a distance of 685.23 feet to the POINT OF BEGINNING, containing 2,411,592 square feet or 55.363 acres of land, more or less.

EXCEPTING THEREFROM that portion as conveyed to the City of Goodyear, Arizona, an Arizona municipal corporation, for the sewer lift station purposes by Special Warranty Deed recorded on July 20, 2020 as Instrument No. 2200649292 in the Official Records of the Maricopa County Recorder, said portion being described as follows:

All that certain lot, tract or parcel of land, situated in a portion of the Southwest 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 aluminum cap stamped “RLS#21080” for the South quarter of said Section 23, from which a found brass cap in handhold for the Southwest corner of said Section 23 bears North 89 degrees 59 minutes 41 seconds West (Basis of Bearing) – 2,639.84 feet;

THENCE North 00 degrees 16 minutes 21 seconds East, along the North-South Mid-Section line of said Section 23, a distance of 314.73 feet;

THENCE North 89 degrees 43 minutes 39 seconds West departing said North-South Mid-Section line, a distance of 92.66 feet, to the West right-of-way line of West Minnezona Avenue as described in a deed to the City of Goodyear recorded in Instrument No. 2010-0872257, Maricopa County Recorder, said point being the TRUE POINT OF BEGINNING;

THENCE North 70 degrees 49 minutes 27 seconds West, departing said West right-of-way line, a distance of 88.92 feet;

THENCE North 19 degrees 26 minutes 27 seconds East, a distance of 68.02 feet;

THENCE South 65 degrees 36 minutes 18 seconds East, a distance of 63.80 feet;

THENCE South 69 degrees 08 minutes 42 seconds East, a distance of 24.52 feet to the West right-of-way line of said West Minnezona Avenue, 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 04 degrees 24 minutes 20 seconds and being subtended by a chord which bears South 18 degrees 39 minutes 08 seconds West, 61.50 feet;

THENCE in a Southerly direction along said West right-of-way line and curve to the left, a distance of 61.51 feet to the POINT OF BEGINNING, containing 5,657 square feet or 0.130 acres of land, more or less.

APN: **502-31-009L**

ORDINANCE NO. 2022-1532

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 159 ACRES LOCATED WEST OF THE NORTHWEST CORNER OF INDIAN SCHOOL AND COTTON LANE FROM PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT BY AMENDING ORDINANCE 2007-1082 AND THE TEN 303 BUSINESS PARK PLANNED AREA DEVELOPMENT (PAD) DATED JUNE 8, 2007, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, PENALTIES, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, on August 27, 2007, the Mayor and Council of the City of Goodyear adopted Ordinance 2007-1082 conditionally rezoning 159 acres of land generally located west of the northwest corner of Indian School and Cotton Lane (the "Ten 303 Property") from the Agriculture (AG) zoning district to the Final Planned Area Development (PAD) zoning district to allow for the development known as Ten 303 Business Park; and,

WHEREAS, under the conditions of Ordinance 2007-1082, the Ten 303 Property was to be developed in compliance with the development concepts and standards contained in the Ten 303 Business Park Planned Area Development (PAD) dated June 8, 2007 (the "Ten 303 Business Park PAD"); and,

WHEREAS, the Ten 303 Business Park PAD identified the areas located within the APZ II as General Industrial subject to the development standards in the Goodyear Zoning Ordinance applicable to General Industrial Park (I-2) zoning district, as modified by the Ten 303 Business Park PAD, and the remainder of the 159 acres as Light Industrial subject to the development standards in the Goodyear Zoning Ordinance applicable to Light Industrial Park (I-1) zoning district, as modified by the Ten 303 Business Park PAD; and,

WHEREAS, the Ten 303 Busines Park PAD included a maximum height for development within the portion of the Ten 303 Property identified as Light Industrial Park (I-1) as 40 feet; and,

WHEREAS, one of the conditions of approval in Ordinance 2007-1082 required that a use permit be obtained before any industrial building larger than 250,000 square feet could be developed adjacent to the western boundary of the Ten 303 Property or before any industrial building could be developed that had dock-level bay doors located predominately along the western boundary of the Ten 303 Property adjacent to the neighboring property that was to be developed as Talaverde Estates; and,

WHEREAS, since the adoption of Ordinance 2007-1082, the property adjacent to the western boundary of the Ten 303 Property, which had been zoned for the residential development to be known as Talaverde estate, was rezoned to the Single Family Residential (R1-6) zoning district and a portion has been rezoned to the Agricultural Urban (AU) zoning district; and,

WHEREAS, since the adoption of Ordinance 2007-1082, the maximum height for development of property within the Light Industrial Park (I-1) zoning district as been increased to 50 feet; and,

WHEREAS, the current owner of the portion of the Ten 303 Property legally described in that certain document titled: "Legal Description of the Property," which document was declared a public record by Resolution 2022-2219, and which is referred to and incorporated as if fully set

forth herein by this reference, and which reflects the portion of the Ten 303 Property identified as Parcel 2 and designated as Light Industrial in the Ten 303 Business Park PAD ("Parcel 2"), has submitted an application to develop Parcel 2; and,

WHEREAS, because of the change in circumstances, an amendment to the zoning for the Ten 303 Property is being sought to: (i) increase the maximum height for development within the portion of the Ten 303 Property identified as Light Industrial from 40 feet to 50 feet; (ii) delete condition 17 requiring a Use Permit for development of industrial buildings within the portion of the Ten 303 Property adjacent to the western boundary of the Ten 303 Property that were in excess of 250,000 square feet or had within dock-level bay doors facing the western boundary of the Ten 303 Property; and (iii) to impose general conformance criteria for development of industrial buildings in Parcel 2 that exeed 250,000 square feet.

WHEREAS, City staff finds that the proposed amendment will not adversely impact the adjacent Single Family Residential (R1-6) zoning district area and the Agricultural Urban (AU) zoning district with the general conformance criteria recommended for future development of the portion of the 159 acres identified as Light Industrial; and

WHEREAS, a request to rezone property requires public review by the Planning and Zoning Commission and public review and approval by the City Council; and

WHEREAS, public notice that an amendment to the Ten 303 Business Park PAD, dated June 8, 2007 was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on March 16, 2022, appeared in the Arizona Republic Southwest Valley edition on February 25, 2022; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on March 16, 2022, and at that meeting the Commission voted 7 to 0 to recommend approval of the proposed amendment; and

WHEREAS, public notice that an amendment to the Ten 303 Business Park PAD, dated June 8, 2007 is to be considered and reviewed at a public hearing held before the City Council on March 28, 2022 appeared in the Arizona Republic Southwest Valley edition on February 25, 2022; and

WHEREAS, the Mayor and Council of the City of Goodyear find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety and general welfare of the citizens of the City;

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

SECTION 1. DESCRIPTION OF PROPERTY WITHIN REZONE

This Ordinance No. 2022-1532 amends the Planned Area Development ("PAD") zoning on the property adopted by Ordinance 2007-1082.

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. ZONING AMENDMENT

1. Ordinance 2007-1082 is amended as following:

    a. Condition 17 In Ordinance 2007-1082 requiring a Use Permit for any industrial building of 250,000 square feet or greater located adjacent to the western boundary, or for any dock-level bay doors that are predominantly on the west side of any industrial building adjacent to Talaverde Estates is hereby deleted.

    b. The Ten 303 Business Park Planned Area Development (PAD) dated June 8, 2007 referred to in Ordinance 2007-1082 (the "Ten 303 Business Park PAD") is hereby amended as follows:

        i. The maximum height applicable to Light Industrial is amended from 40 feet to 50 feet;

        ii. Development of the property legally described in that certain document titled: "Legal Description of the Property," which document was declared a public record by Resolution 2022-2219, and which is referred to and incorporated as if fully set forth herein by this reference, and which is designated as Light Industrial in the Ten 303 Business Park PAD ("PARCEL 2") shall be in general conformance with the following criteria:

            1. A minimum of two buildings shall be built on Parcel 2;

            2. No building constructed within Parcel 2 shall be larger than 500,000 square feet;

            3. The maximum building height of each building, as defined in the City of Goodyear Zoning Ordinance, shall be 50 feet;

            4. No dock-level bay doors or trailer parking shall face the west property line; and,

            5. A minimum 30-foot wide landscape buffer with a double row of staggered trees shall be located adjacent to the west property line.

2. Except as amended herein, all other terms and conditions set forth in Ordinance 2007-1082 and in the Ten 303 Business Park Planned Area Development (PAD) dated June 8, 2007 referred to therein shall remain in full force and effect and apply to the development of the Property rezoned by Ordinance 2007-1082.

SECTION 4. AMENDMENT TO ZONING MAP

Because this ordinance merely amends the terms of the existing PAD Zoning for the property zoned by Ordinance 2007-1082, no amendment to the Zoning Map of the City of Goodyear is required.

SECTION 5. ABRIDGMENT 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 6. CORRECTIONS

The Zoning Administrator, 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 7. 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.

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the City of Goodyear Zoning Ordinance being amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

SECTION 9. PENALTIES

Any person who violates and 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 **amendment**s 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.

SECTION 10. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

_____
Joe Pizzillo, Mayor

Date: _____

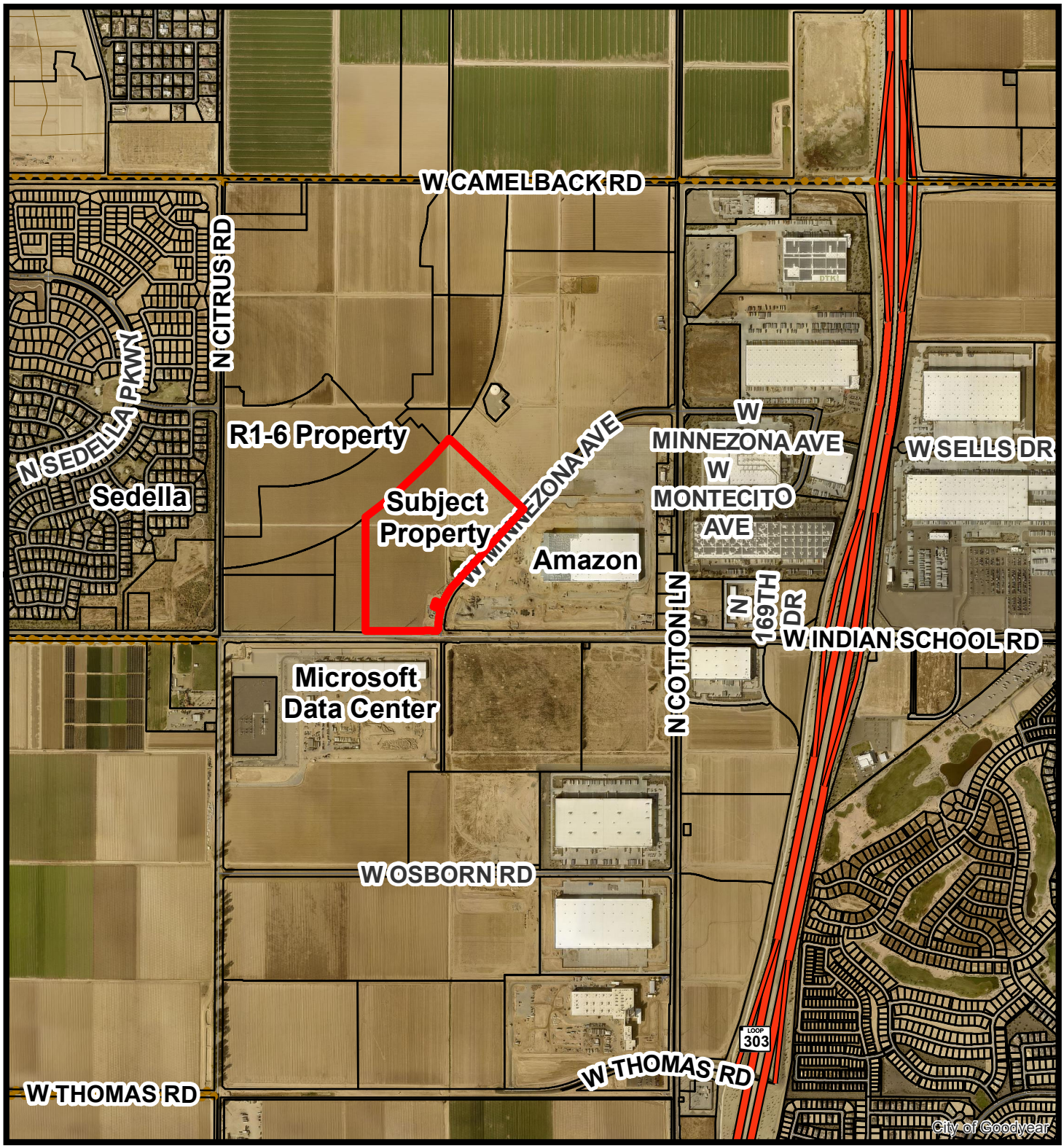
ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Aerial Photo
Ten 303 Business Park PAD Amendment
Case No. 21-300-00007



Drawn By: Karen Craver
City of Goodyear Development Sevices Department
Date: March 7, 2022

N

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REALTY CO.

2555 E. Camelback Road
Suite 210
Phoenix, AZ 85016
www.majesticrealty.com

To: City of Goodyear - Development Services Department

From: Majestic Realty Co.

Date: Friday, October 15, 2021

Re: Majestic 303 – PAD Amendment – Project Narrative

Majestic 303 is a planned industrial development located at the northwest corner of W. Indian School Road and recently constructed Minnezona Avenue. The subject land parcel (APN: 502-31-009L) is approximately 55 acres, zoned I-1 with PAD overlay (the "Property" or "Project"), and is currently being utilized for agriculture.

On April 29, 2021, Majestic Realty Co. took part in a pre-application meeting with the City of Goodyear for a proposed industrial development encompassing a single building of approximately 1,000,000 SF to be developed on the Property. As a result of this meeting, Majestic better understands the details of the development constraints and the future residential adjacency of the site. As such, we had revised our submittal accordingly.

On July 7, 2021, Majestic Realty Co. formally submitted a two building plan totaling approximately 874,705 SF and a Use Permit to allow for buildings greater than 250,000 SF and for the maximum building height for Light Industrial to be increased to 50 ft. Upon receiving and reviewing staff comments, we have adjusted our building plans accordingly. In addition to modifying our plans, following the recommendations from the City, we have revised our submittal from a Use Permit to a PAD Amendment.

Majestic Realty Co. submitted plans to build two (2) industrial buildings that, when combined, will total approximately 851,943 SF, with Building 1 and Building 2 measuring approximately 391,639 SF and 460,304 SF, respectively. This plan will have a site coverage of ±35%; see attached proposed site plan.

This Class-A development will feature best-in-class construction consistent with other industrial developments along the Arizona State Loop 303 corridor. Each building at Majestic 303 is designed to accommodate single or multi-tenant occupants, which could include a variety of industrial uses, including, but not be limited to, general warehousing/distribution, assembly, and light manufacturing. The Project will incorporate three ingress/egress points, with access to W. Indian School Road and W. Minnezona Avenue. Access off W. Indian School Road will accommodate a ¾ access drive – with left-in, right-in, and right-out for standard auto traffic and **ingress only on the right-in for industrial access**. Industrial access off W Indian School Road follows the precedence set by the adjacent Amazon Development (APN: 502-31-006E). The Project's general features include the following:

- 36' to 40' Interior Clear Height (6" inside the first column)
- 56' x 50' Bays
- 7" to 8" Concrete Floor Slab
- Cross-Dock Loading Configuration
- Hybrid Panelized Roof System with Single Ply White 60 mil TPO Roofing
- R-38 Under Deck Roof Insulation
- Insulated Dock Doors

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- ESFR Overhead Fire Sprinkler Systems
- Eight 3,600 AMP Electrical Panels (based on APS service)
- Ample On-Site Trailer Storage
- Concrete Truck Courts

We are submitting this application for a PAD Amendment ("PA") to adjust select requirements under Ordinance No. 07-1082 and the Ten 303 Business Park PAD. We are requesting the following changes:

a) Allow for Buildings 250,000 sq. ft. or greater adjacent to the West Boundary
b) Allow for Screened Dock-Level Bay Doors on the West Side of an Industrial Building
c) Maximum building height of 50 ft. in 'Light Industrial Park' (I-1) Zoning

Majestic Realty Co. formally requests a PAD Amendment for the above requirements. This PA will allow Majestic to design and build an industrial development that is optimal for future corporate tenants in the City of Goodyear. Having these restrictions waived on the Project will have minimal to no impact on adjacent properties and is consistent with the surrounding developments in the area. Please see the explanations below:

Allow for Buildings 250,000 sq. ft. or Greater Adjacent to the West Boundary

The area within the Ten 303 Business Park PAD area, the general PV|303 Industrial Park area, and the entire Loop 303 Corridor have drastically changed since these zoning ordinances were implemented. The immediate area has transitioned to a logistical and employment hub for the Greater Phoenix MSA. Within a one-mile radius of the Project, many existing buildings are similar to the proposed Project. The following buildings are some of the similar projects within a 1.5-mile radius of Majestic 303:

i) 650,000 SF – Amazon Distribution Center
ii) 244,676 SF – Microsoft Data Center
iii) 263,606 SF – Daimler Trucks North America
iv) 643,798 SF – Ferrero USA
v) 643,798 SF – MLILY
vi) 280,000 SF – Fairlife
vii) 687,682 SF – Sub-Zero/Wolf Appliance
viii) 160,140 SF – Ball Metal Beverage Container Corp
ix) 600,000 SF – Dick's Sporting Goods Distribution
x) 400,000 SF – REI Distribution
xi) 643,798 SF – XPO Logistics
xii) 970,000 SF – UPS
xiii) 750,000 SF – XPO Logistics

Within 1.5 miles of the Project, there is 6.7 Million SF of existing industrial space, with an additional 1.7 Million SF of product under construction and multiple large-scale distribution/manufacturing centers being planned. Some of the new developments being built in the area are over 1 Million SF in size. Our

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proposed buildings are sized to be smaller than the average building in the immediate vicinity; this will soften the overall feel of the Project compared to the surrounding larger developments.

Majestic 303 will fit within the immediate surrounding properties. To the south, Microsoft is working on the 244,676 SF data center. To the south-east, ALDI is planning their ±600,000 SF distribution center. Directly to the east, Amazon completed its new 650,000 SF distribution center. To the north, Prologis owns land that will become future industrial buildings. Thus, the area surrounding the Project is already proven large-scale Industrial. The area surrounding Majestic 303 is industrial, and as the metropolitan area continues to grow, there will continue to be a growing demand for large-scale industrial buildings greater than 250,000 SF.

Allow for Screened Dock-Level Bay Doors on the Predominantly West Side of an Industrial Building

Majestic Realty Co. has orientated the Project with the shortest sides of the buildings face the potential adjacent residential community. Orientating the buildings in this manner is ideal for the neighboring residential development's future residents and minimizes the visual impacts of the building's dock-level bay doors and truck loading areas. Majestic 303 has no dock-level bay doors facing the potential adjacent residential community on the northwestern property line. Building 1's dock-level doors face southwest and are set back an average of ±593 feet from W. Indian School Road. Dock-level bay doors are screened by an 8' high concrete screen wall to further screen industrial activities to the future commercial development on the adjacent property along the western property line (502-31-009D), currently zoned C-2.

Majestic 303's street and residential frontage will be further softened by enhanced landscaping against the exterior of the buildings and in the setback between the buildings and the property lines. Within the setback, we have designed 8' high screen walls and water quality basins with additional landscaping to enhance the corporate identity of the Project.

Maximum Height of 50 ft. in 'Light Industrial Park' (I-1) Zoning

Per the *Ten 303 Business Park Planned Area Development (PAD) document dated June 8, 2007*, "Lot area, setbacks, height, building coverage, and related standards for each of the various land uses within TEN303 are as follows...[in the chart below] Maximum Height - 40 ft."

Majestic requests that the maximum allowed height be updated to the current Light Industrial (I-1) standard of 50 ft. Per City of Goodyear *Zoning Ordinance Section 3-4-3, Subsection A – Figure 9*, the updated maximum height for I-1 districts is 50 ft. We are currently exploring having a 40' internal clear height for our buildings. This would have the total height of the building ranging from 46' to 50' in height from the ground to the top of the parapet walls. This range of total height is standard for modern Class-A industrial buildings in the area. To be consistent with the market's development standards and deliver

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a best-in-class project in the City of Goodyear, we request a PA to allow for a maximum building height of 50'.

Majestic Realty Co. looks forward to working with the City of Goodyear to work through the design elements above and create a mutually beneficial solution for all stakeholders involved. Please do not hesitate to reach out to our team if you have any questions. We thank you for your consideration of the PAD Amendment for Majestic 303.

Brett Tremaine
Executive Vice President
Majestic Realty Co,

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About Majestic Realty Co.:

Founded in 1948 by Edward P. Roski, Sr., Majestic Realty Co. is the largest, privately-held developer and owner of master-planned business parks in the United States. The vision, integrity and work ethic instilled by Mr. Roski over 70 years ago has been passed down through his son, Edward P. Roski, Jr., and are at the core of the company's approach to each and every project.

Today, Majestic has an 87-million square-foot portfolio that includes industrial, office, and retail space, as well as sports, entertainment, and hospitality projects. Headquartered in Southern California, Majestic has regional offices in Atlanta, Dallas/Ft. Worth, Denver, Las Vegas, Laredo, Phoenix, Portland, and Bethlehem, Penn.

As true portfolio developers that retain virtually every Project undertaken, Majestic's "fully-integrated services" approach serves as the foundation of our success. Fully-Integrated Services include:

- Land Acquisition/Entitlement
- Master Planning/Development
- Environmental Assessment
- Design/Construction
- Financing
- Leasing
- Project Financial Reporting/Variance Analysis
- Property Management

Working with businesses of all sizes, including many Fortune 500 companies, Majestic enjoys one of the highest tenant retention rates in the industry with relationships that often span multiple projects and locations throughout the United States.

In addition, we strongly believe in both a financial and participatory investment in every community in which we operate. This core philosophy is an integral value, impacting how we do business and helping to create sustainable communities with measurable benefits and long-term success. As a team of dedicated professionals, sharing a common vision – the Majestic team is not just focused on making a deal but also making a difference.

Select Representative Tenant List

- Amazon
- Wal-Mart
- Dollar General
- L'Oréal
- Bed, Bath, & Beyond
- DHL Global
- CIGNA
- Wal-Mart
- IKEA Distribution
- Kraft Foods Global
- Mercedes-Benz USA
- Nike
- Penske Logistics
- Red Bull Distribution
- Shamrock Foods
- ThyssenKrupp Materials
- Union Pacific Railroad
- UPS
- United Cargo

MAJESTIC 303

BENCHMARK ID: G372
ELEVATION: 1058.23 FEET (NAVD OF 1988) - BRASS CAP FLUSH - INDIAN SCHOOL @ LOOP 303

BENCHMARK ID: G374
ELEVATION: 1065.25 FEET (NAVD OF 1988)-BRASS CAP IN HAND HOLE - INDIAN SCHOOL @ COTTON LN

Legal Description:
"Full Legal Discription is available in submitted document 004 Legal Description"

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, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, FOR THE SEWER LIFT STATION PURPOSES BY SPECIAL WARRANTY DEED RECORDED ON JULY 20, 2020 AS INSTRUMENT NO. 2200649292.
APN: 502-31-009H

Site Plan Notes
The following notes shall be shown on all approved site plans:
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. 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.
b. 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.
c. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS. 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. 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.
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 NORMAL, HEALTHY GROWTH.
d. 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.
e. 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.
f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

ABBREVIATIONS:

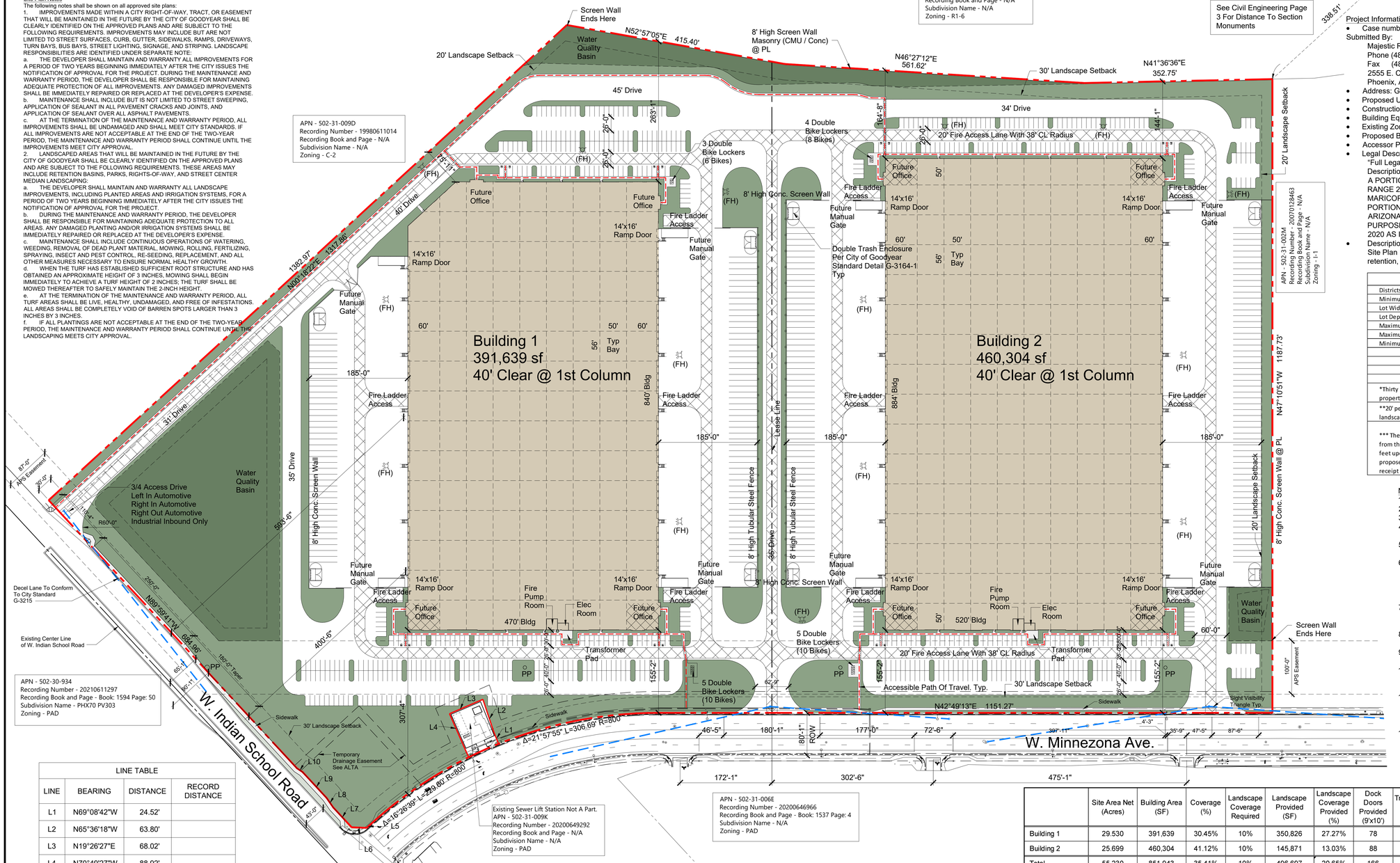
ADJ.	ADJACENT	ELECT.	ELECTRICAL	MAX.	MAXIMUM	SHT.	SHEET
ALLOW.	ALLOWABLE	EQ.	EQUAL	MIN.	MINIMUM	SIM.	SIMILAR
ALT.	ALTERNATE	EXIST.	EXISTING	MISC.	MISCELLANEOUS	SPEC.	SPECIFICATIONS
						STD.	STANDARD
BLDG.	BUILDING	F.F.	FINISH FLOOR	N.T.S.	NOT TO SCALE	STR.	STRUCTURAL
		F.G.	FINISH GRADE				
CLR.	CLEAR	FH	FIRE HYDRANT	P.L.	PROPERTY LINE	TYP.	TYPICAL
COL.	COLUMN	FIN.	FINISH	PP	POWER POLE		
CONC.	CONCRETE	FLR.	FLOOR			U.N.O.	UNLESS NOTED OTHERWISE
CONT.	CONTINUOUS	F.S.	FINISH SURFACE	R	RADIUS		
		FTG.	FOOTING	REQ.	REQUIRED	W/	WITH
DIA.	DIAMETER			REV.	REVISED OR REVISION	W/O	WITHOUT
DIM.	DIMENSION	IBC	INTERNATIONAL BUILDING CODE			YD.	YARD
DWG.	DRAWING						

LEGEND:

- Property Line
- Sight Visibility Traingle
- Accessible Path Of Travel.
- 20' Wide Min. Fire Access Lane With 38' CL Radius, 28' Inside Radius and a 48' Outside Radius
- Double Trash Enclosure Per City of Goodyear Standard Detail G-3164-1
- (FH) Fire Hydrant
- 1 Double Bike Locker (2 Bikes)



VICINITY MAP



Project Information:
- Case number Number : 21-30000007

Submitted By:
Majestic Realty Co.
Phone (480) 977-2700
Fax (480) 977-2717
2555 E. Camelback Road (Suite 210)
Phoenix, Arizona 85016

- Address: Goodyear, Arizona
- Proposed Use: Office / Warehouse
- Construction Type: III B
- Building Equipped With ESFR Fire Sprinklers
- Existing Zoning:I-1
- Proposed Building Height = 50'-0" Top of Wall.
- Accessor Parcel Numbers 502-31-009H
- Legal Description:
  "Full Legal Discription is available in submitted document 004 Legal Description"
  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, EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, FOR THE SEWER LIFT STATION PURPOSES BY SPECIAL WARRANTY DEED RECORDED ON JULY 20, 2020 AS INSTRUMENT NO. 2200649292.
- Description of Work:
  Site Plan Review, 2 new Office/Warehouse Buildings, On-site storm water retention, curb cuts, water & sewer work, and fire sprinklers

Industrial District Standards

Districts		I-1	L-1 (TEN303 PAD)	Proposed Standards
Minimum Site Area		1 Acre	1 Acre	1 Acre
Lot Width		150'	150'	150'
Lot Depth		200'	200'	200'
Maximum Building Coverage		50%	50%	50%
Maximum Height		50'***	40'	50'***
Minimum Setbacks:				
	Front	30'	30'	30'
	Side	30'*	20'**	20'**
	Rear	20'	20'	20'
	Street Side	30'	30'	30'

*Thirty (30) feet per side; provided further that a ten (10) foot area adjacent to the property line be landscaped and maintained.

**20' per side; provided further that a 10' area adjacent to the property line be landscaped and maintained.

*** The height of a building located in an I-1 district that will penetrate a slope of 100:1 from the runway centerline or runway end of an operating airport shall only exceed 40 feet upon a determination by the Federal Aviation Administration ("FAA") that the proposed building height presents no hazard to air navigation as evidenced by the receipt of a Determination of No Hazard to Air Navigation issued by the FAA.

NOTES:
1. See Civil For Legal Description
2. See Civil For All Utilities
3. See Civil plans for Water Quality Areas.
4. See Civil Plans For Description Of All Easements That Are To Remain and or Be Abandoned.
5. See Civil Plans for Meets and Bounds of the Property.
6. Knox gate switches required on all automatic gates. Knox locking box required at all main entries, truck gates, emergency access gates, fire pump rooms, fire sprinkler riser rooms, and other areas required by field inspector.
7. Private security gates shall be equipped with a Pre-Emption Device approved by the Fire Department
8. All Parking Stalls are 9'x20' All Accessible Stalls Follow ADA Guidelines.
9. There are NO covered parking stalls provided with the Shell Building.
10. Rooftop Equipment Will Be Screened From View By Either Parapet Wall or Mechanical Equipment Screen.
11. Fire Lanes to Be Minimum. 20' Wide With a 28' Inside Turning Radius and a 48' Outside Turning Radius. Fire Department Is Able to Use All Open Areas For Maneuvering.
12. Fire Hydrants In Truck Court To Be Protected With Bollards

LINE TABLE			
LINE	BEARING	DISTANCE	RECORD DISTANCE
L1	N69°08'42"W	24.52'	
L2	N65°36'18"W	63.80'	
L3	N19°26'27"E	68.02'	
L4	N70°49'27"W	88.92'	
L5	N00°00'19"E	3.59'	
L6	N45°00'19"E	28.28'	
L7	N89°59'41"W	51.05'	
L8	N81°51'06"W	21.18'	
L9	N89°59'41"W	66.55'	
L10	N75°58'09"E	12.37'	

	Site Area Net (Acres)	Building Area (SF)	Coverage (%)	Landscape Coverage Required	Landscape Provided (SF)	Landscape Coverage Provided (%)	Dock Doors Provided (9'x10')	Trailer Parking Provided (11'x53')	Car Parking Required (9'x20')	Car Parking Provided (9'x20')	Bicycle Parking Required	Bicycle Parking Provided
Building 1	29.530	391,639	30.45%	10%	350,826	27.27%	78	91	151	356	16	16
Building 2	25.699	460,304	41.12%	10%	145,871	13.03%	88	114	165	306	17	18
Total	55.230	851,943	35.41%	10%	496,697	20.65%	166	205	316	662	33	34

	Goodyear, Az. Parking Requirement		Per # SF	Spaces Required	Spaces Provided	Over / Under
Building 1						
	Office	20,000 /	300	66.67		
	1st 10,000 sf Warehouse	10,000	1,000	10.00		
	Warehouse Balance	371,639 /	5,000	74.33		
	Total	391,639		151	356	205

	Goodyear, Az. Parking Requirement		Per # SF	Spaces Required	Spaces Provided	Over / Under
Building 2						
	Office	20,000 /	300	66.67		
	1st 10,000 sf Warehouse	10,000	1,000	10.00		
	Warehouse Balance	440,304 /	5,000	88.06		
	Total	460,304		165	306	141

80 0 80 160
SCALE IN FEET (1" = 80')

SUBMITTAL 04 (2022 01 20)

2022 01 21

PREPARED BY: COMMERCE CONSTRUCTION CO. L.P. (562) 699-0453

ARCHITECTURAL SITE PLAN | A | SCALE: 1"= 80'-0"

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DATE	BY	REVISIONS
DATE	BY	REVISIONS

ARCHITECTURAL SITE PLAN
BUILDING 1 & 2
MAJESTIC 303
GOODYEAR, AZ.

COMMERCE CONSTRUCTION CO., L.P.
13191 Crossroads Parkway North
Sixth Floor
City of Industry, California 91746-3497
Telephone: (562) 699-0453
License No. 723302

Drawing Plot Bar.
0" 1"
Use this plot bar to confirm drawing has not been reduced or enlarged from original. If this plot bar is not exactly 1 inch long the physical size of drawing has changed.

DRAWN BY DATE
JN

CCC JOB NO.
7285

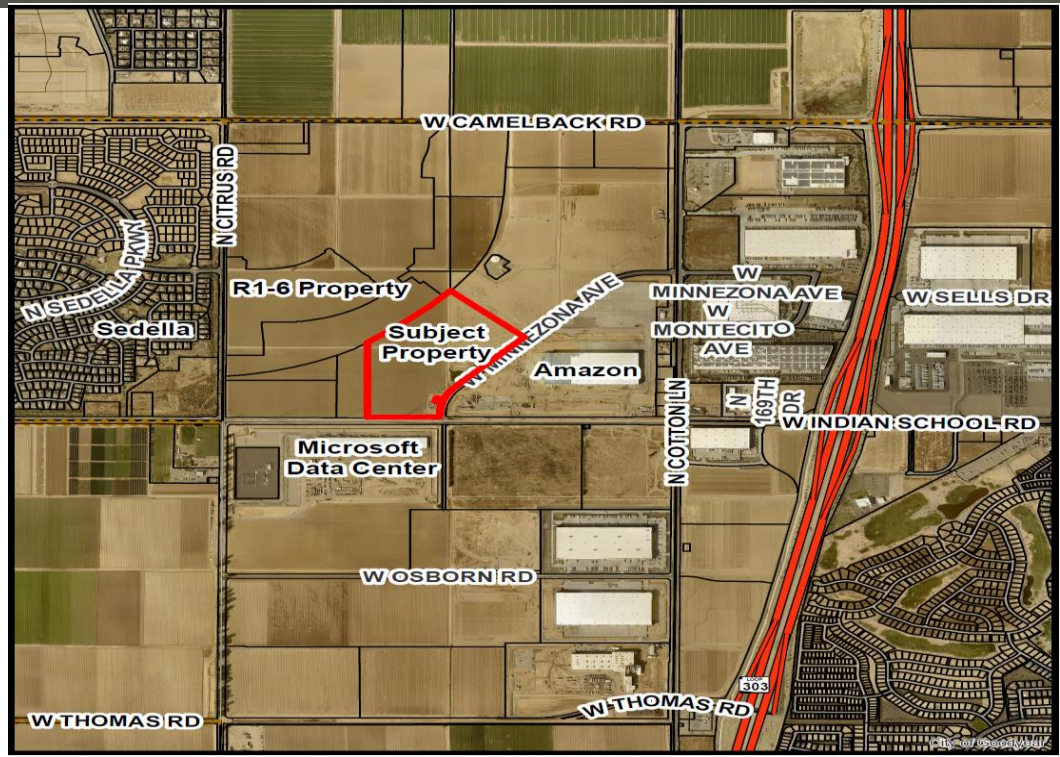
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Ten 303 Business Park
Planned Area Development
Amendment
City of Goodyear

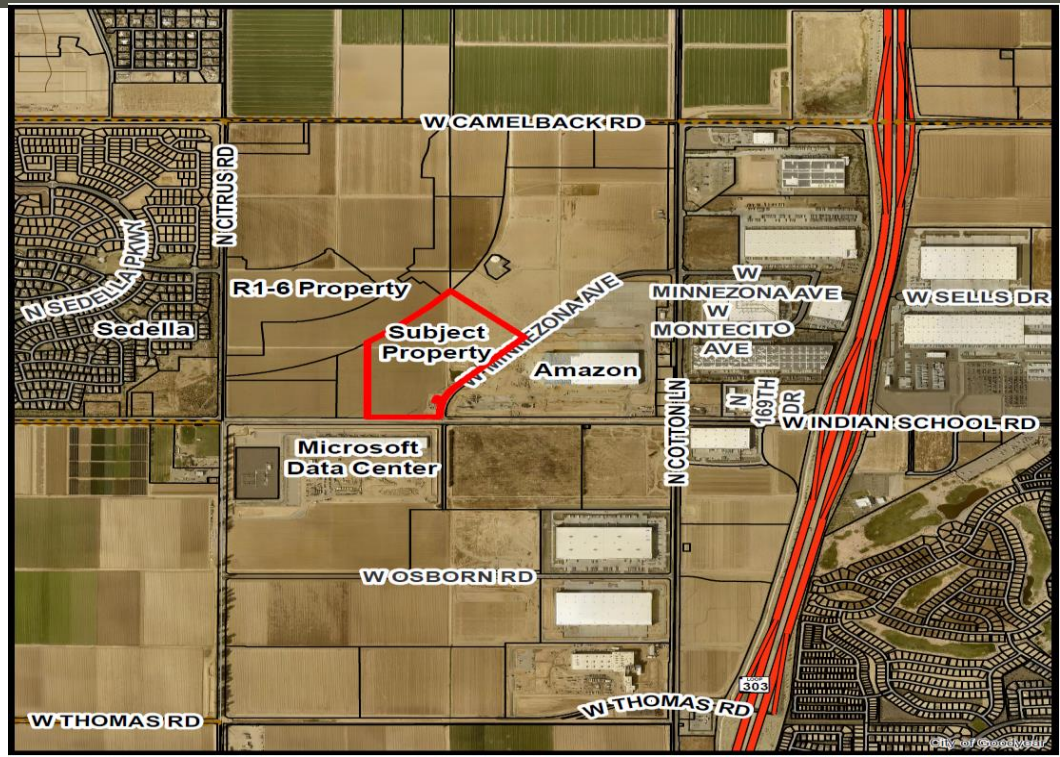
Location

- Northwest Goodyear
  - Just west of the SR 303 Corridor
  - At the NWC of Indian School Road & Minnezona Avenue
  - Subject Property & the Amazon site were approved in 2007 as the Ten 303 Business Park Planned Area Development (PAD)
  - Both properties remained undeveloped until the Amazon facility was built in 2020



PAD Zoning & Future Development

- Ten 303 PAD zoning included
  - Underlying I-2, General Industrial, on the Amazon site
  - Underlying I-1, Light Industrial, on the Subject Property
- Ten 303 PAD included stipulations & standards intended to address the planned Talaverde residential development to the west



Stipulations & Standards

TEN 303 BUSINESS PARK

- Stip – A Use Permit is required for:
  - Buildings larger than 250,000 square feet located adjacent to the western boundary of the PAD
  - Dock-level bay doors on the west side of any industrial building adjacent to the western boundary of the PAD

- Standard - The I-1 parcel had a max bldg ht of 40 feet, per the Zoning Ord I-1development standards in effect in 2007
  - The City Council increased the max bldg ht for all I-1 properties in the city to 50 feet in 2016, to reflect the types of industrial buildings that were being constructed

Changes to Surrounding Area

TEN 303 BUSINESS PARK

- Talaverde development did not happen
- At least a dozen industrial buildings averaging over 600,00 sq ft & with max bldg hts of 50 ft have developed to the east & south of the Subject Property
- SR 303 has become a major industrial transportation corridor
- A major residential developer has purchased the Talaverde property and has begun to plat it for single family homes at 8 du/ac

PAD Amendment Request

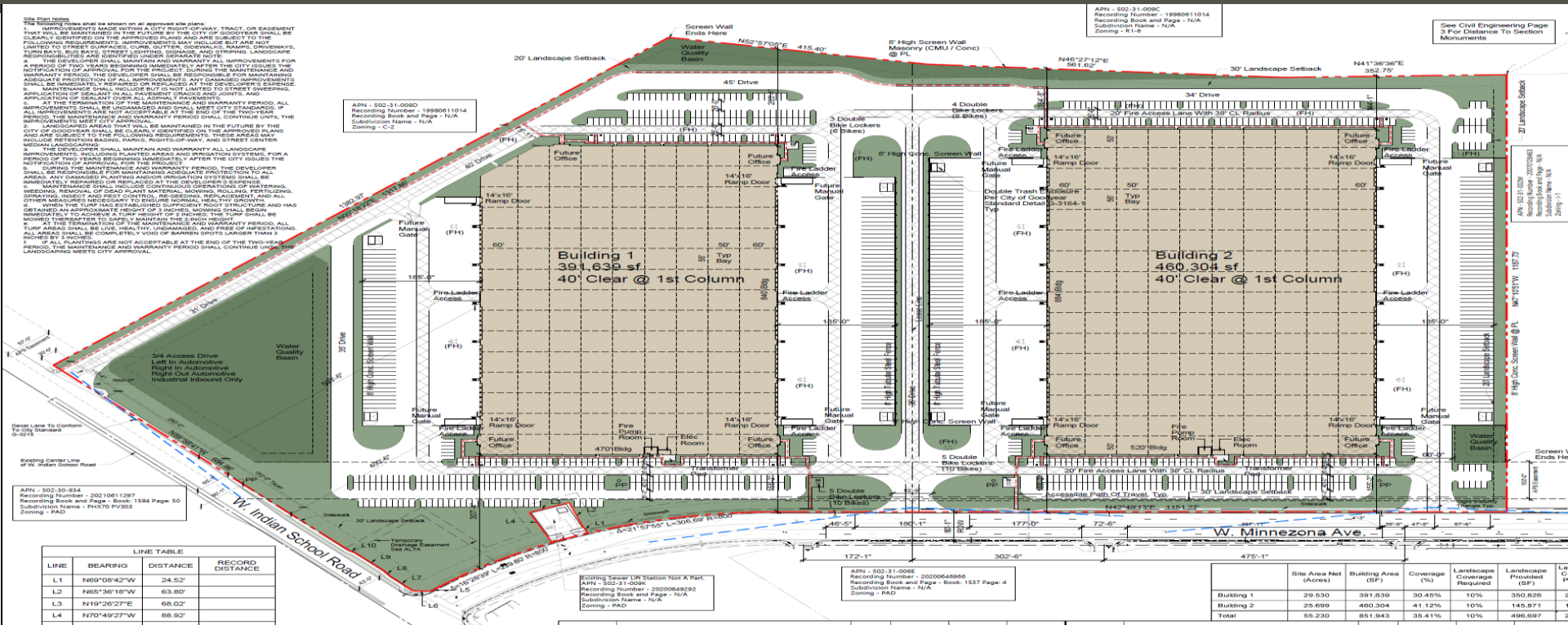
MAJESTIC REALTY COMPANY

- If this amendment is approved, Majestic is proposing to develop two warehouse-distribution buildings
  - 392,000 sq ft & 460,000 sq ft
  - Neither w/dock-level bay doors facing the former Talaverde site
  - Both within the requested maximum building height of 50 feet

- To facilitate the development:
  - Staff is recommending that the requirement for a Use Permit be deleted
  - Staff is recommending general conformance criteria for the development

PAD Amendment Request

CONCEPTUAL SITE PLAN



LINE TABLE			
LINE	BEARING	DISTANCE	RECORD DISTANCE
L1	N69°08'42"W	24.52'	
L2	N65°36'18"W	63.80'	
L3	N19°26'27"E	68.02'	
L4	N70°49'27"W	88.92'	

	Site Area Net (Acres)	Building Area (SF)	Coverage (%)	Landscape Coverage Required	Landscape Provided (SF)
Building 1	29.530	391,639	30.45%	10%	350,826
Building 2	25.699	460,304	41.12%	10%	145,871
Total	55.230	851,943	35.41%	10%	496,697

General Conformance Criteria

FORMAL SITE PLAN SUBMITTAL

- To minimize the impact of industrial buildings in excess of 250,000 sq ft on the future adjacent residential development, staff is recommending the following as part of the amendment:
  - A minimum of 2 buildings shall be built on the parcel
  - No building shall be larger than 500,000 sq ft
  - The maximum bldg ht of each building shall be 50 ft
  - No dock-level bay doors or trailer parking shall face the west property line
  - A minimum 30-foot wide landscape buffer with double rows of staggered trees shall be located adjacent to the west property line

Public Participation

CITIZEN REVIEW PROCESS & PUBLIC HEARINGS SCHEDULE

- Notification of PAD Amendment application sent to owners of all property within 500 ft of amendment boundary
- Only inquiry was from Meritage Homes; developer of adjacent residential property. Meritage is neutral on the proposal
- No property owners attended the 1.25.22 Citizen Review meeting
- Same owners were notified of the 3.16.22 PZC & 3.28.22 CC mtgs
- Subject property was posted
- Legal ad appeared in the paper
- No inquiries other than from Meritage

Staff & PZC Recommendation

TEN 303 BUSINESS PARK PAD AMENDMENT

- With the recommended inclusion of the General Conformance Criteria in the Amendment, staff, and the Planning & Zoning Commission by a vote of 7 to 0, find that the amendment promotes continued orderly growth and development in conformance with the City Zoning Ordinance, Design Guidelines, and Engineering Standards.

- Staff asks that the City Council vote to approve the PAD Amendment pursuant to Ordinance No. 2022-1532.

QUESTIONS????


CITY OF
Goodyear

ITEM #: 21.
DATE: 03/28/2022
AI #:733

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 9.86 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-12 WITH RPS INDIAN SCHOOL AT PALM VALLEY DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY

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

SUMMARY

This is a Public Hearing to Request a rezone of approximately 9.86 acres generally located northeast of PebbleCreek Parkway and Indian School Road from Planned Area Development (PAD) to MF-12 with RPS Indian School at Palm Valley PAD Overlay.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2216, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-12” AND “LEGAL DESCRIPTION,” AND “RPS INDIAN SCHOOL AT PALM VALLEY DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY (JANUARY 2022).”

2. ADOPT ORDINANCE NO. 2022-1529, CONDITIONALLY REZONING APPROXIMATELY 9.86 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEBBLECREEK PARKWAY AND INDIAN SCHOOL ROAD TO BE KNOWN AS RPS INDIAN SCHOOL AT PALM VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Senior 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 zoning for this property is Mixed Uses Zoning District under the Palm Valley Phase V Planned Area Development (PAD) as established in 2004 through Ordinance No. 04-923. The underlying land use designation for the property is Mixed Use Commercial (MUC) which is equivalent to the city of Goodyear's General Commercial (C-2) Zoning District.The Goodyear 2025 General Plan Land Use Designation for this property is Neighborhood.The current proposal requests to rezone the approximately 9.6-acres from PAD with an underlying land use designation of Mixed Use Commercial to a PAD with an underlying land use designation of MF-12 with a PAD Overlay. This would change the underlying land use from a commercial use to a residential use in order to develop a townhouse style multi-family development.

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 applicant is requesting a zoning change from the current Planned Area Development (PAD) with an underlying land use designation of Mixed-Use Commercial to a PAD with an underlying zoning district of MF-12 with a Planned Area Development Overlay to facilitate the development of a multi-family development under the existing City of Goodyear Zoning District. An MF-12 Zoning District shall be developed under the Multi-Family Design Guidelines as outlined in the Goodyear Design Guidelines.

The use of a PAD Overlay is justified because the current development standards for the MF-12 zoning district do not address some of the unique circumstances found within this oddly shaped 'L-Shaped' infill parcel that is adjacent to a large drainage channel and because of the desire for pitched unique rooflines on a two-story townhouse product as opposed to flat roofs on a two story product.

The proposed PAD overlay will modify the MF-12 standards as follows:

Development Standards:

Development Standard	MF-12	Proposed RPS Indian School at Palm Valley
Maximum Building Height	25 ft.	25 ft.(1)
Minimum Rear Setback (East)	30 ft.	10 ft. (2)
Minimum Side Setback (North)	20 ft.	10 ft.(3)
Minimum Side Setback (South)	20 ft.	15 ft.
Minimum Total of Both Sides (North and South)	40 ft.	25 ft.
Minimum Trash Enclosure Setback (4)	N/A	20 ft.

1. Parapet walls, cornices, pitched/gable roofs may extend to five (5) feet above the maximum building height limit to provide required screening of mechanical equipment from street view and to add visual architectural enhancements and roof variation.
2. Minimum Rear Setback (East) shall apply except as follows. Minimum Rear Setback (East) shall be 50 feet when adjacent to single-family residential lots. A minimum 15-foot-wide landscape buffer shall be installed between adjacent single-family residential lots and residential structures constructed within the Property; and no buildings, carports, parking spaces or drive aisles/ driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards. No carports shall be located within 30 feet of a single-family residential lot.
3. At least 10 feet of the Side Setback (North) (as measured form back of sidewalk) shall be entirely landscaped and none of the landscaped area within a private, fenced or walled yard,

shall be included as part of the Side Setback (North).
4. Trash enclosures shall be visually screened, be oriented away from the residential buildings on the Property and shall contain landscaping between the trash enclosure when near a residential building on the Property.

In addition to modifying certain setbacks and clarification on architectural elements, the PAD Overlay contains standards to enhance architecture, walls, amenities and connectivity.

Building Height:

The Goodyear Zoning Ordinance sets forth the standard for building height within the MF-12 zoning district. Within the MF-12 zoning district, a maximum building height of 25 feet is permitted. Additionally, parapet walls or cornices may extend to five (5) feet above the maximum building height allowed.

The proposed Amendment requests the following modification to the Building Height standard:

1. The maximum Building Height for RPS Indian School – Multifamily Development shall be 25 feet; excluding parapet walls and pitched/gable roofs.

Under this modification, pitched/gable roofs will also be allowed to extend five (5) feet above the maximum building height limit. This allowance will accommodate higher ceiling heights, accommodate first floor garages under each unit and allow pitched roofs. Typically, a pitched roof would be considered as a part of the 25 feet of allowable height for a building whereas a parapet would not be considered within the 25 feet of height allowed within the building. This modification allows a pitched roof to be treated similarly to a parapet when considering the height of the building.

The visual impact of the proposed exception (i.e., increase in height) will have minimal impact on the streetscape. There is a large buffer along Indian School Road; landscaping on both PebbleCreek Parkway and Indian School Road; and the street frontages, which are small in length, only allow for the construction of a few buildings, resulting in the locations of the buildings being broken up from one another by open areas. The proposed modification is further justified by the fact that the proposed height of buildings on the Property with a pitched/gable roof (30 feet) is equal to the maximum building height of 30 feet for single family residences and is far less than the maximum building height of 56 feet allowed under the current zoning.

The proposed Building Height Amendment does not increase the number of units allowed or density that is otherwise permitted on the Property within the MF-12 zoning district.

Side Building Setback:

The following building setbacks within the MF-12 zoning district provides that the minimum “Side Setbacks (Except for Street Side)” shall be 20 feet and “Total Both Sides” shall be 40 feet.

The proposed Amendment requests the following modification to the “Side Setback (North)” and the “Total of both side Both Side Setbacks (North and South)” be modified as follows:
1. The minimum side setbacks shall be 10 feet for the north side setback, and 15 feet for the south side setback. The 10-foot side setback (north) requires a minimum of 10 feet of landscaping between the sidewalk and the building and shall not be contained within a walled, fenced, or private yard.

2. The minimum total both side setbacks (north and south) shall be 25 feet.

The requested modifications are associated with the units that abut the existing private vehicular access/shared driveway (i.e., the north property lines). The proposed 10-foot setback along the shared driveway property begins after the existing sidewalk. This ensures buildings are approximately 50 feet south of the existing condominium community to the north. Thus, the proposed units will be a minimum 60 feet away from the condominium community to the north and more than 100 feet away from the closest units within the condominium community as there is also a 50-foot-wide landscaping tract to the north of the 25-foot-wide private access drive and additional open space and driveways are located north of this point, within the condominium community. It is worth noting that the private access drive and landscape tract are a part of a community association of which this property is a party to.

Rear Building Setback:

The following building setback within the MF-12 zoning district provides that the Minimum Rear Setback (East) shall be 30 feet.

The proposed Amendment requests the following modification to the “Minimum Rear Setback (East):

1. The Minimum Rear Setback (East) (Except Adjacent to Single-Family Residences) shall be 10 feet.

2. Adjacent to Single-Family Residences.

a. The minimum “Rear Setback (East)” adjacent to the Single-Family Residences shall be 50 feet.

b. A minimum 15-foot-wide landscape buffer shall be installed adjacent to any single-family residential lot and residential structures constructed within the Property. No buildings, carports, parking spaces or drive aisles/ driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards. No carports, shall be located within 30 feet of a single-family residential lot.

The proposed building height, with the height exception outlined above, for the development is consistent with what is allowed within single-family residential homes/subdivisions. Moreover, the proposed 50-foot building setback (i.e., open space tract) adjacent to these residences will maintain the prior C-2 zoning district’s setback requirement adjacent to single-family residential developments at this location. It is worth noting, the buildings located within the Assisted Living parcel, which is located to the northeast, is 70 feet away from the nearest buildings which may be developed on this property.

Trash Enclosures:

Trash enclosures will not be closer than 20 feet to a residential multi-family residential structure on the property and will contain landscaping between the trash enclosure and multi-family building. The enclosures will be oriented away from adjacent residential multi-family buildings and be visually screened.

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 proposed rezoning is consistent with the City of Goodyear's General Plan and meets many of the City's the goals, objectives, and policies.

Specifically, the following goals, objectives, and policies within the City's General Plan apply to this request:

CHAPTER 5, PHYSICAL GROWTH & DEVELOPMENT

Land Use
Goal GD-1. A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

Objective CC-5-1. Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

Policies:
a. Allow flexibility and creativity in the development process while still protecting existing residents and businesses from incompatible land uses and preserving and enhancing Goodyear's existing character.

b. Provide for and encourage a wide variety of housing products to suit the needs of existing and future residents.

f. High density residential should:
- Have access to transit services,
- Locate near commercial uses or integrate commercial uses such as coffee shops,
- Provide a buffer between commercial and lower density residential,
- Respect the surrounding residential development,
- Be compatible with existing surrounding development when infill development (e.g., limit height of buildings to reflect surrounding existing residential buildings).

Growth

Goal GD-2. Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.

Environmental Planning

Goal GD?8. A community that is sensitive and dedicated to preserving the unique nature and wildlife of the Sonoran Desert.

Objective GD?8?1. Utilize architecture and landscape that is compatible with the Sonoran Desert.

Policies:
a. Encourage the use of vegetation that provides shade, seasonal color, and requires minimal irrigation.

…

c. Promote architecture that is compatible with the Sonoran Desert.

CHAPTER 6 COMMUNITY AND CULTURAL DEVELOPMENT

Neighborhoods

Goal CC?1. Vibrant and complete neighborhoods recognized as being people and family?friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.

Objective CC?1?1. Create and foster complete neighborhoods.

Policies:

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,
- a sense of place and community pride,

places and spaces that encourage social interaction,

- accessibility for people of all abilities,

Housing

Goal CC?2. A diverse stock of high-quality housing that meets the needs of all residents.

As Goodyear grows and develops, the needs of our current and future residents will evolve. New housing that meets the needs of diverse residents should be built in Goodyear. As the City ages, maintaining our existing stock of housing will become ever important.

Objective CC?2?1. Provide diverse and quality housing products.

Policies:
a. Encourage a mix of quality and compatible housing types consistent with market trends and demand that adequately meets the needs of current and prospective residents and workers.

Objective CC?2?3. Advance the concept that every person should have access to safe and affordable housing.

Policies:
d. Promote the equitable distribution of housing types throughout the City (e.g., multi?family, single family, assisted living).

CHAPTER 8, LAND USE AND TRANSPORTATION PLAN

Land Use Categories

Neighborhoods
Provides 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.

Roadway Classifications

Major Arterial
Designed for vehicular mobility over moderate trip lengths. A major arterial is comprised of six lanes, two bike lanes and two detached sidewalks, a raised median and landscape tracts. Indian School Road and Litchfield Road are examples of Major Arterials.

Development Standards
Universal Development Standards
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.

Neighborhoods Category
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

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.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

This vacant infill Property is adequately sized and fits with the abutting physical and natural features (e.g., major streets, large drainage channel, existing developments, etc.) to serve as a multifamily residential development.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

Current and future uses and development of the properties surrounding the subject property include:

North – Villas at Palm Valley residential condominiums and PARK Senior Villas assisted living;
South – City of Goodyear landscaping tract/regional drainage basin, Indian School Road and PebbleCreek community;
East – PARK Senior Villas assisted living and Palm Valley Phase V single-family residential;
West – PebbleCreek Parkway and The Paseo Apartments;

The proposed rezoning will limit the uses allowed on the Property to multi-family residential type of uses (as opposed to all the C-2 uses currently allowed), which is consistent with the development pattern across PebbleCreek Parkway and provides a buffer and transition from Indian School Road and the senior living community. Thus, RPS Indian School – Multifamily Development should have limited environmental impacts and traffic impacts to the surrounding area.

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.

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and the proposed zoning, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL. However, the developer will provide notice of the base and airport operations to future tenants of the proposed development.

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 applicant has indicated there is market demand for high quality/diverse product type multifamily communities throughout the City and Valley. Moreover, they state the property's proximity to the freeway (i.e., Loop 303 located 1-mile away), major surface/local streets, existing/future retail commercial areas at Indian School Road and Sarival Avenue/Loop 303, and future employment makes this an ideal location. Thus, demand for multi-family living/options is very strong in this area of Goodyear.

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 Litchfield Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #185	1.48	0.74	1.87	0.93	Fire Station #183	5.77	2.89	6.16	3.08

Police Response:

The proposed development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Streets/Transportation:

The property will be accessed via private streets/driveways within the development that will gain access to PebbleCreek Parkway at an existing private driveway. The Engineering Department has created stipulations to address traffic requirements applicable to this development. Those stipulations include the requirement for a secondary access for emergency services while Planning has created standards to address the aesthetics of that access point.

Water/Wastewater:

The subject property will be served by Liberty Utilities for water and wastewater.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

The Property abuts existing public services. It is located along major arterial roadways with the necessary capacity. RPS indicated in the Water and Sewer Report, submitted with the rezoning, there is adequate water and sewer infrastructure/capacity to serve the development.

8. Public Participation, Public Comment and Planning and Zoning Commission Meeting:

A virtual Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on September 9, 2021. The neighborhood meeting took place virtually on September 30, 2021. There was no objection to the rezone received.

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 March 16, 2022 appeared in the Arizona Republic Southwest Valley Edition February 25, 2022; postcards were mailed to adjoining owners on February 17, 2022; and a sign was posted on the site on February 18, 2022.

On March 16, 2022, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, the applicant spoke briefly to the Commission. The Planning and Zoning Commission voted (7-0) to recommend approval, subject to the proposed stipulations.

9. Whether the amendment promotes orderly growth and development.

The subject property is within a quarter mile of existing development and located within the proximity of City services and infrastructure.

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.

The proposed development will have a positive impact to the general health, safety and welfare of the citizens of the City and the general public. The proposed development will provide an additional housing option.

Attachments

Resolution
Supplemental Zoning Map
Legal Description
PAD Overlay
Ordinance
Aerial Exhibit
Narrative
Staff Presentation
Applicant Presentation

RESOLUTION NO. 2022-2216

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. 21-12" AND "LEGAL DESCRIPTION," AND "RPS INDIAN SCHOOL AT PALM VALLEY DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY (JANUARY 2022)."

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. 21-12," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled "RPS Indian School at Palm Valley Development Regulations MF-12 with PAD Overlay (January 2022)," 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 2022-1529.

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_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

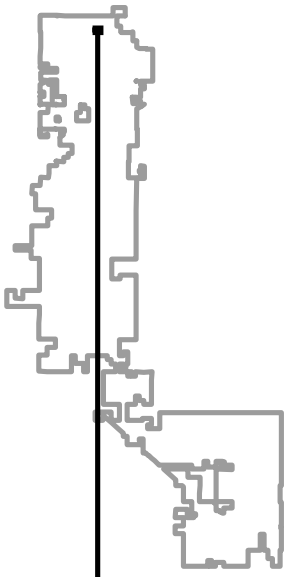
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-12

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.

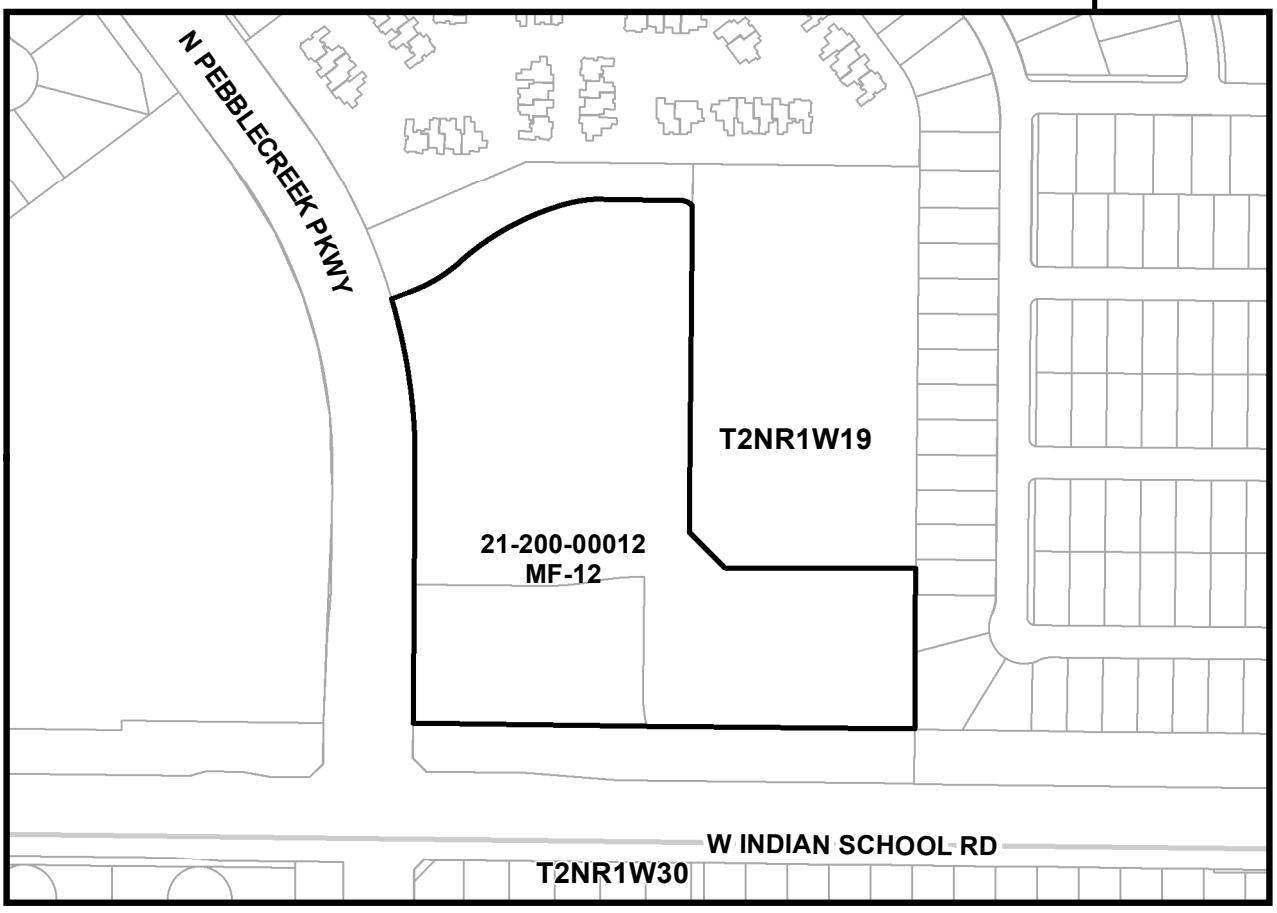


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Southeast Quarter of Section 19, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO MF-12 PAD Overlay 21-200-00012	Nov 2021

Exhibit B

Legal Description

Parcel 1:

Parcel 1A of Minor Land Division Map of Palm Valley Phase V, Parcel 17, Tract N, recorded in Book 1132 of Maps, Page 48, Official Records of Maricopa County, Arizona.

Parcel 2:

Lot 2 of Minor Land Division of TRACT N, PALM VALLEY PHASE V – PARCEL 17, recorded in Book 1042 of Maps, Page 6, Official Records of Maricopa County, Arizona.

Exhibit C

RPS Indian School at Palm Valley

DEVELOPMENT REGULATIONS
MF-12 with PAD Overlay

January 2022

PERMITTED USES

The permitted uses for the Property are those uses allowed in the MF-12 Multi-family Residential Zoning District in accordance with Article 3-2-2 of the City of Goodyear Zoning Ordinance.

DEVELOPMENT STANDARDS

The Development Standards for MF-12 Multi-family Residential Zoning District shall apply to this Property, except as modified below:

Development Standard	RPS Indian School at Palm Valley
Maximum Building Height (1)	25 ft.
Minimum Rear Setback (East) (2)	10 ft.
Minimum Side Setback (North) (3)	10 ft.
Minimum Side Setback (South)	15 ft.
Minimum Total of Both Side Setbacks (North and South)	25 ft.
Minimum Trash Enclosure Setback from Residential Buildings on the Property (4)	20 ft.

Notes:

1. Parapet walls and cornices may extend to five (5) feet above the maximum building height limit to provide required screening of mechanical equipment from street view and , pitched/gable roofs may extend five (5) feet above the maximum building height limit to add visual architectural enhancements and roof variation.

2. The Minimum Rear Setback (East) shall apply except as follows. Minimum Rear Setback (East) shall be 50 feet when adjacent to single-family residential lots. A minimum 15-foot-wide landscape buffer shall be installed between adjacent single-family residential lots and residential structures

constructed within the Property; and no buildings, carports, parking spaces or drive aisles/driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards.

3. At least 10 feet of the Side Setback (North) (as measured from back of sidewalk) shall be entirely landscaped and none of the landscaped area within a private, fenced or walled yard, shall be included as part of the Side Setback (North).

4. Trash enclosures shall be visually screened, be oriented away from the residential buildings on the Property and shall contain landscaping between the trash enclosure when near a residential building on the Property.

ADDITIONAL REGULATIONS

General

1. Unless expressly modified in this document, all development within the Property shall comply with the requirements of the City of Goodyear Zoning Ordinance, including the requirements applicable to development in the MF-12 Zoning District set forth in Chapter 3 (Multi-Family Residential) of the City of Goodyear Design Guidelines.
2. All permitted uses are subject to Administrative Site Plan review.
3. The style of any walls constructed around the perimeter of the Property shall complement existing walls in the Palm Valley area.
4. The existing regional Palm Valley monument sign shall be maintained at the northeast corner of PebbleCreek Parkway and Indian School Road.
5. Any signs to be located at or adjacent to the northernly private drive and PebbleCreek Parkway shall comply with the existing Comprehensive Sign package and submitted in conjunction with the Pathways Assisted Living Facility and the property owner in which the private drive is located.
6. Carports shall not be located within 30 feet of a single-family residential lot.

Architecture and Buffers

7. The design of all multi-family residential building shall incorporate four-sided architecture.
8. No more than three residential units shall be located within any building constructed within the Property.
9. No solid walls shall be constructed adjacent to the open spaces along PebbleCreek Parkway.
10. Gates allowing access to fire access roads within the Property shall be wrought iron gates or be of a similar material and style and shall be consistent with other such gates found within Palm Valley. Chain-link fences and barriers with any sort of chains, including drop chains are prohibited.

Connectivity Amenities

11. The front of all residential units shall either:
    a. connect to sidewalk paths that provide access to the central amenity or
    b. connect to a shared enhanced decorative driveway provided the enhanced decorative driveway does not serve more than 6 residential units and the enhanced decorative driveway connects to a sidewalk which provides access to the central amenity.
12. Pedestrian connections through parking lots and drive aisles shall be clearly marked with enhanced decorative paving such as pavers, colored concrete, or other approved material.

13. Pedestrian access points from the Property to the sidewalk along PebbleCreek Parkway are encouraged. At least one (1) pedestrian access point from the Property to the sidewalk along PebbleCreek Parkway, located between the northern boundary of the Property and the existing bus bay adjacent to the Property, shall be provided.

Amenities

14. To satisfy the requirements of Section 3-5-5 of the Goodyear Zoning Ordinance, all of the following amenities shall be provided:
    - Resort-style pool
    - Bathroom building adjacent to pool
    - Shaded seating areas
    - Dog park/dog run
    - Turf area(s)
    - Shaded Tot-lot/playground
    - The connectivity amenities discussed above

ORDINANCE NO. 2022-1529

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 9.86 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PEBBLECREEK PARKWAY AND INDIAN SCHOOL ROAD TO BE KNOWN AS RPS INDIAN SCHOOL AT PALM VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, this property subject to this Ordinance consists of approximately 9.86 acres and is located at the northeast corner of PebbleCreek Parkway and Indian School Road and is known as RPS Indian School at Palm Valley as more particularly described in that certain document titled “Legal Description,” which document was declared public record by Resolution No. 2022-2216, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”); and

WHEREAS, on November 21, 2004, the City Council conditionally approved the zoning for the Palm Valley Phase V Planned Area Development (PAD), which had approximately 38.82 of Mixed-Use Commercial (MUC) Zoning District, with the adoption of Ordinance No. 04-923; and,

WHEREAS, the approximately 9.86 acres known as RPS Indian School at Palm Valley is within a portion of the aforementioned 38.82 acres zoned as Mixed-Use Commercial (MUC) by Ordinance No. 04-923; and,

WHEREAS, the 9.86-acre site has an underlying land use of Mixed-Use Commercial (MUC), which is equivalent to the city of Goodyear’s General Commercial (C-2) Zoning District; and,

WHEREAS, the General Plan Land Use Plan shows the Property designated as ‘Neighborhoods’; and,

WHEREAS, this request intends to replace the commercial uses on this property with MF-12 (Multi-Family) subject to modified Development Regulations as established with the “RPS Indian School at Palm Valley Development Regulations MF-12 with PAD Overlay (January 2022)” which document was declared public record by Resolution No. 2022-2216; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a townhouse style multi-family residential project; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and Notice of Neighborhood Meeting was provided to property owners within 500 feet of the property on September 9, 2021; and,

WHEREAS, the neighborhood meeting took place virtually on September 30, 2021 and no opposition was received; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on March 16, 2022, appeared in the Arizona

Republic Southwest Valley edition on February 25, 2022 and postcards were mailed to adjoining owners on February 17, 2021; and a sign was posted on the site on February 18, 2022; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on March 16, 2021, and at that meeting the Commission voted (7-0) 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 March 28, 2022 appeared in the Arizona Republic Southwest Valley Edition February 25, 2022; postcards were mailed to adjoining owners on February 17, 2022; and a sign was posted on the site on February 18, 2022; 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 interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2022-1529 applies to approximately 9.86 acres located at the northeast corner of PebbleCreek Parkway and Indian School Road and legally described in that certain document titled “Legal Description,” which document was declared public record by Resolution No. 2022-2216, and which is referred to and made a part hereof as if fully set forth in this Ordinance (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 rezoned to the Planned Area Development (PAD) Zoning District with an underlying zoning district of MF-12 with a Planned Area Development Overlay as set forth in the RPS Indian School at Palm Valley Development Regulations MF-12 with PAD Overlay (January 2022), which document was declared public record by Resolution No. 2022-2216, and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance (the “RPS Indian School at Palm Valley Development Regulations MF-12 with PAD Overlay (January 2022)”).

SECTION 4. STIPULATIONS

The rezoning of the Property is subject to the following stipulations and conditions:

1. The Property shall be developed in accordance with the requirements of the City of Goodyear Zoning Ordinance as it may be amended from time to time applicable to the Multi-Family Residential Zoning District MF-12, except as modified by the RPS Indian School at Palm Valley Development Regulations MF-12 with PAD Overlay (January 2022), and except as modified the stipulations set forth herein; and

2. Approval of the rezoning 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

3. All Public Sales Reports for the Property, all final plats subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include disclosures that the Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at, or taking off from, Luke Air Force Base. A note to this effect shall be included in all final plats subdividing all or part of the Property; and

4. Signage shall be posted within all sales and rental office offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

5. The Property Owner (“Owner”) shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier; and

6. Owner shall construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and Engineering Design Standards and Policy Manual in effect at the time of construction; and

7. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that is: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) needed for existing public infrastructure, including sidewalks, turn lanes, and bus-bays; (iii) 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, and the City of Goodyear's Engineering Design Standards and Policies; (iv) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (v) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (vi) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vii) 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 prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and

8. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and

9. Owner, at Owner's sole cost and expense shall provide the City with a secondary access easement for emergency services in a form approved by the City Attorney or his/her designee if such

easement is required to be provided pursuant to any applicable Development Regulation, including but not limited to the Fire Code, Owner. If a required secondary access easement requires an easement over property outside the boundaries of the Property, Owner, at Owner's sole cost and expense shall provide the City with the required easement in a form approved by the City Attorney or his/her designee; and

10. The references to specific obligations that are addressed in the City's Development Regulations, which include but are not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual, the City of Goodyear Subdivision Regulations, the City of Goodyear Zoning Ordinance, and the Building Codes and Regulations adopted by the City of Goodyear, does not relieve Owner of complying with all applicable Development Regulations.

SECTION 5. ABRIDGMENT 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 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 21-12," declared a public record by Resolution 2022-2216, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

The Zoning Administrator, 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 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.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

Any person who violates and 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

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Aerial Exhibit
RPS Indian School
Case No. 21-200-00012

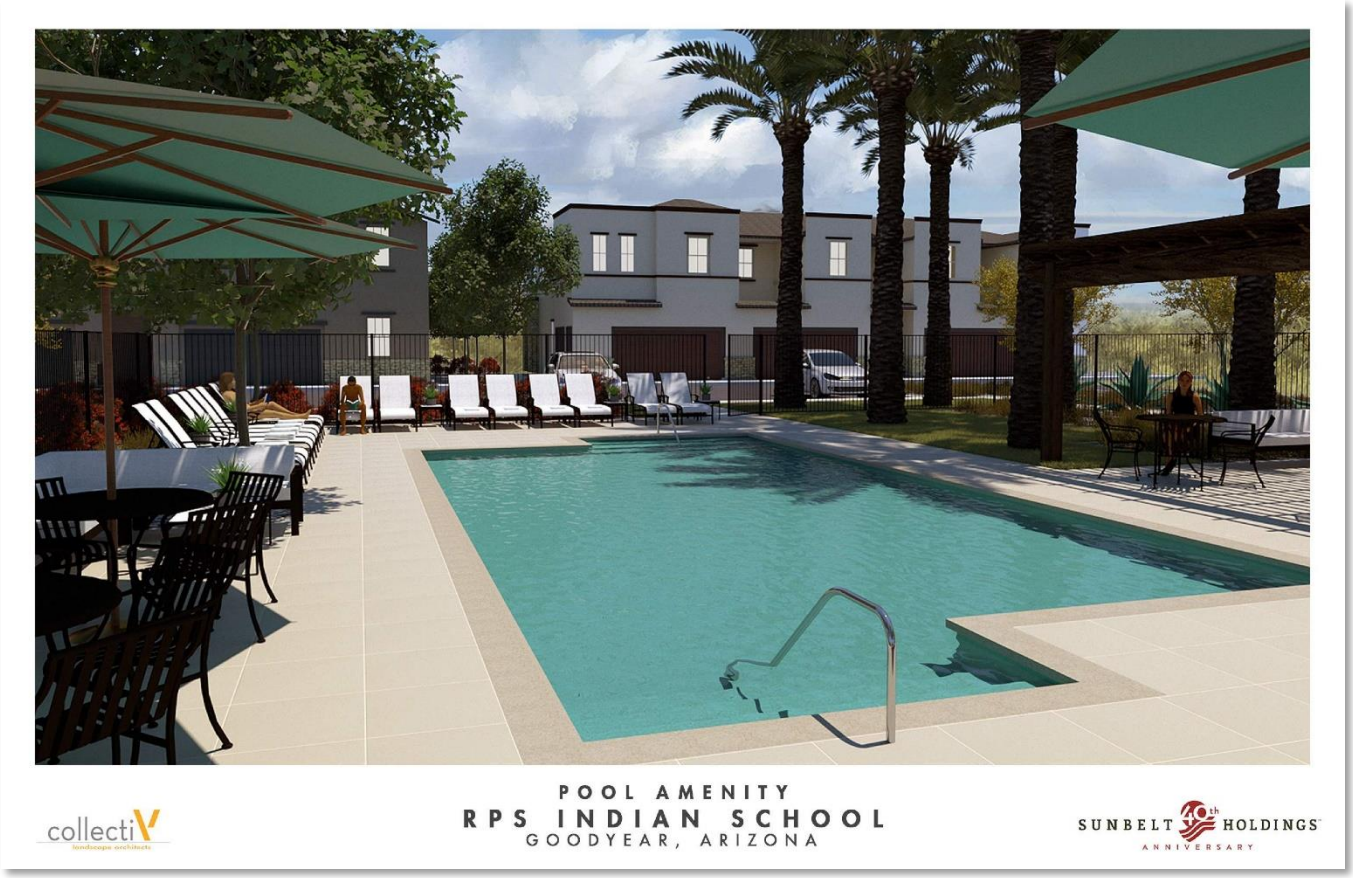


RPS INDIAN SCHOOL AT PALM VALLEY

MF-12 WITH PLANNED AREA DEVELOPMENT OVERLAY
(NORTHEAST CORNER OF INDIAN SCHOOL ROAD & PEBBLECREEK PARKWAY - PALM VALLEY PHASE 5)

LAND USE AND DEVELOPMENT STANDARDS NARRATIVE

CASE NO.: 21-20000012



1st Submittal: May 26, 2021
2nd Submittal: August 26, 2021
3rd Submittal: December 20, 2021
4th Submittal: February 16, 2022

PRINCIPALS AND DEVELOPMENT TEAM

Owner	RP Palm Valley, LLC c/o Rockpoint Group LLC (Joe McNiff) 1 Bush Street, Suite 1450 San Francisco, CA 94104 (415) 434-6042 jmcniff@rockpoint.com
Applicant and Developer	AGS LLC/Rockpoint c/o Sunbelt Holdings – Wayne Dames 6720 North Scottsdale Road, Suite 250 Scottsdale, AZ 85253 (480) 609-2314 wdames@sunbeltholdings.com
Architect	D33 Design & Planning Elisha Nakada Director of Planning 31866 Camino Capistrano San Juan Capistrano, CA 92675 (949) 355-4017 enakada@d33design.com
Civil Engineer	Goodwin & Marshall Inc. Warren C. Russell 2705 South Alma School Road, Suite #2 Chandler, AZ 85286 (602) 218-7285 wrussell@gmcivil.com
Legal Representative	Gammage & Burnham PLC Manjula M. Vaz, Esq. (Attorney) Dennis M. Newcombe (Senior Land Use Planner) 40 North Central Avenue, 20th Floor Phoenix, AZ 85004 mvaz@gblaw.com (602) 256-4461 dnewcombe@gblaw.com (602) 256-4446

A. INTRODUCTION

The location of the two (2) parcels in question (APN's: 501-61-940 and 501-61-939) are at the immediate northeast corner of Indian School Road and PebbleCreek Parkway and they are being proposed for a multi-family residential development (the "Property"). (See "Property Aerial" below) The Property is approximately 10.82 gross acres and is proposed to be developed by AGS LLC/Rockpoint – the owner.

APN: 501-61-940 (Red Outline) and APN: 501-61-939 (Light Blue Outline)



The Property is currently zoned Mixed Use Commercial within the Palm Valley Phase-V Planned Area Development ("PAD"), which includes an underlying zoning equivelent to the City of Goodyear's C-2 Zoning District regulations with concomitant stipulations from a zoning case in 2004. The Property requires rezoning to a multi-family zoning district in order to allow/develop the proposed multi-family residential development at 2-stories, 105-unis, and at 9.70 du/acre (gross) (the "RPS Indian School – Multi-family Development"). Thus, the zoning district being proposed is the MF-12 multi-family zoning category, which also requires a rezoning to a PAD Overlay to modify a few of the MF-12 zoning district's development standards for the proposed development. The use of a PAD Overlay is justified as the current development standards for the MF-12 zoning district do not address the unique configuration of the lot (i.e., 'L'-shaped), large drainage channel along Indian School Road, the market demand for clear-story celings (i.e., building height), the bus stop bay area and deceleration lane along PebbleCreek Parkway (i.e. a curved road), and the abutting assisted living/memory care facility and the single-family residential subdivision (i.e., east boundary). Thus, the modifications proposed are to the building height and building setbacks to accommodate the development in a thoughtful manner, which will be discussed under the PAD Overlay Modificatons section of this document.

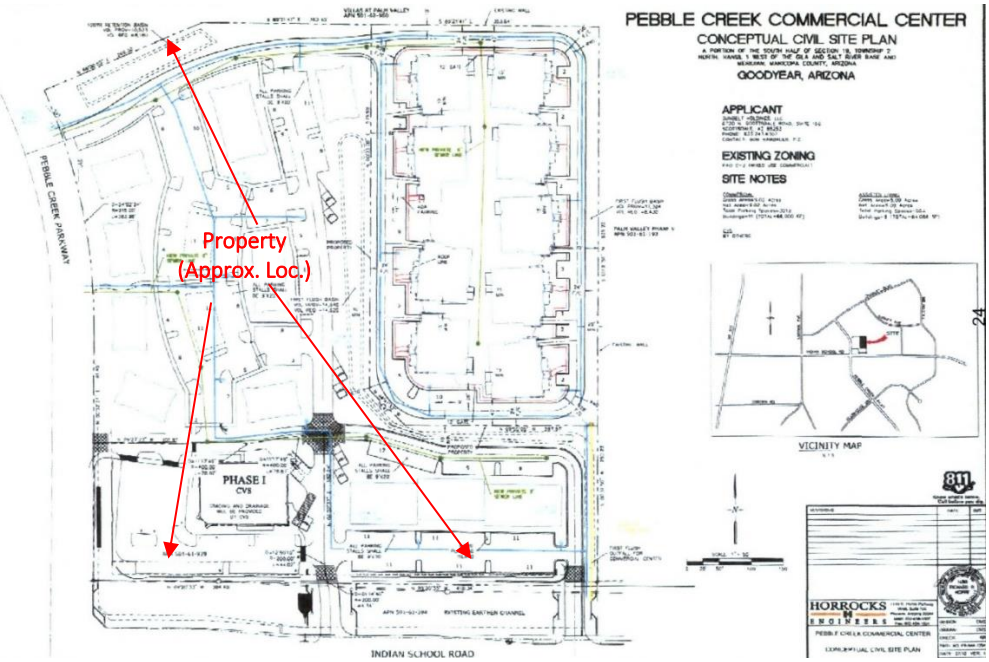
The shape of the Property is the result of a 2012 request to amend the Palm Valley Phase-V PAD Overlay to allow for what is now the Pathways Assisted Living and Memory Care Facility on approximately 5-acres was approved (Case: 12-210-00002). For reference, maps from that 2012 case file are shown on the next page and show a concept retail/commercial site plan originally envisioned for the Property. Thus, due to the shape, the elimination of a 5-acre portion of the Property from retail/commercial viability, the changing dynamics of the retail/commercial market (e.g., Covid-19 pandemic, completion of the Loop 303 Freeway, e-commerce, etc.), and the existing development in

the area has resulted in this corner lagging and no longer being viable for said use. The 2012 Staff Report noted that the Assisted Living Facility is a type of transitional use between commercial and residential land uses, which this particular use may have hindered the development of commercial on the remaining parcel. Albeit the 2012 concept site plan for the Property at that time (i.e., 9-years ago) was that it would be developed with commercial users; however, this has clearly not occurred and does not appear more time waiting for these users will result in the development envisioned in 2012. To butress this point, the 1.8 acre lot (APN: 501-61-939) at the immediate corner was owned by CVS for over 10-years and they recently sold this lot to the developer for inclusioin in the proposed multi-family development.

2012 (Case: 12-210-00002) Reference Maps







The vision for RPS Indian School –Multi-family Development is to create a luxury, medium density residential community that will buffer/transition from the existing senior living community to the major streets/intersection. PebbleCreek Parkway (i.e., a major street) abutting the Property and existing shared private driveway allows for direct ease of access to and from the proposed development. The RPS Indian School –Multi-family Development will provide for a mix of unit sizes that will be finalized during the site planning process, which the market will dictate the ultimate bedroom count/unit configurations. However, the proposed development standards for this request will provide for an enhanced landscape buffer (open space) tract adjacent to the single-family homes located at the southeast corner of the Property. In addition, open space areas will be strategically located to buffer uses and to provide the necessary amenities, ease of pedestrian circulation, drainage requirements, and comfort for those living and walking by the proposed development.

The proposed site plan and amended development standards along with the architectural vernacular will create the framework for a quality multi-family development. (See "Conceptual Site Plan" below). The unique location/configuration of the Property provides an opportunity to develop a site that is compatible with existing development in the immediate area, supports housing diversity for the City of Goodyear, and helps support the future development of retail/commercial users at the intersection of Indian School Road and Sarival Avenue (i.e., ½ - mile away) and the Loop 303 Freeway.

CONCEPTUAL SITE PLAN



SITE PLAN
RPS INDIAN SCHOOL
GOODYEAR, ARIZONA

B. DESCRIPTION OF DEVELOPMENT

RPS Indian School –Multi-family buildings are conveniently accessible to adjacent parking for residents and guests. The residential buildings will consist of three (3) product style types (i.e., Ranch Hacienda, Desert Modern, and Craftsman) intermingled throughout the development. A pool area with restroom, shade ramada, shaded tot-lot, dog run, and seating area onsite will be provided for the future residents' enjoyment and use. The centrally located pool area will draw residents to this "community focal point," which will cater to community gatherings as well interactions amongst neighbors while being away from abutting streets and the assisted living/memory care facility.

The buildings, internal drive aisles, open space/amenities, and private motor courts with decorative paving are strategically arranged to create an interesting on-site environment as well as an outward face to the abutting public streets and the adjacent senior living community. In addition, there will be no new street curb-cuts along Indian School Road or PebbleCreek Parkway. Any existing curb-cuts to the vacant Property will be removed. However, the proposed RPS Indian School –Multi-family development will utilize the existing vehicular access agreement/shared driveway currently being used by the senior living community, which will provide more than adequate access and circulation for the proposed 105 units. The site design also provides strong visual and pedestrian connections both on-site and off-site with the abutting streets. Finally, smaller pockets of visitor parking areas are provided throughout the proposed development to minimize distances to units and to avoid a "sea-of-asphalt."

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C. ARCHITECTURAL DESIGN / ENERGY EFFICIENCY

The proposed building designs/elements will provide a distinct/unique living environment. (See "Architecture" below). All of these elements tie together the architectural imagery to provide a strong identity for the development that complements the area and creates an appealing environment for both the residents and guests. Strategically placed trees and the proximity of adjacent buildings along the pedestrian connections will provide adequate shade. Moreover, almost half of all the units will have a north/south orientation, which is optimal design paradigm for the desert environment. Finally, each unit will have high quality interior finishes, energy efficient appliances, ample storage, and garage parking.

The overall construction and design of the buildings will utilize energy efficient building and construction techniques to mitigate environmental impacts as much as possible. The final design will be reviewed and approved by the City Staff in the future, however, the information provided provides a guide/sense of the quality and intent being proposed for the Property.

ARCHITECTURE







D. VEHICULAR CIRCULATION

The proposed vehicular circulation system comfortably accommodates traffic generated by this nominal 105-unit, multi-family development and will more than sufficiently accommodate guests and residents entering the Property. The full turning movements will be via the existing vehicular access agreement/shared driveway along the northern boundary, which is shared by the senior living community. The proposed parking will meet City's Ordinance requirements.

E. AMENITIES

The RPS Indian School –Multi-family Development will have an open play area/pool area which will include dog run area, and shaded tot lot. Ultimately amenities will be custom to the community with additional input from the City Staff as the project proceeds forward.

F. PLANNED AREA DEVELOPMENT OVERLAY MODIFICATIONS

The RPS Indian School –Multi-family Development will utilize the MF-12 zoning district and associated development standards, except that the below-described modifications are requested as part of this PAD Overlay. The requested modifications are more fully set forth below:

Building Height.

The Goodyear Zoning Ordinance sets forth the standard for Building Height within the MF-12 zoning district. Within the MF-12 zoning district, a maximum building height of twenty-five (25) feet is permitted. Additionally, parapet walls or cornices may extend to five (5) feet above the maximum building height allowed.

The proposed Amendment requests the following modification to the Building Height standard:

1. The maximum Building Height for RPS Indian School – Multi-family Development shall be twenty-five (25) feet; excluding parapet walls and pitched/gable roofs.

Building Height Justification.

This modification to the MF-12 zoning district allows the base Building Height to not include the parapet walls **and** pitched/gable roofs. This allowance will accommodate higher ceiling heights currently sought-after in the luxury rental market and to accommodate the garages under each unit. Higher ceilings demand a premium and increase the overall value of the development.

Additionally, the visual impact of the proposed exception (i.e., height) as it relates to streetscape will be minimal due to the large buffer along Indian School Road and landscaping on both PebbleCreek Parkway and Indian School Road. Moreover, the street frontages are small in length and provide for only a few buildings, which are broken up (i.e., open areas) from one another. Finally, the City of Goodyear approved a Text Amendment in 2005 that allowed an increase in the building height within the C-2 Zoning Districts from thirty (30) feet to fifty-six (56) feet, so the proposed exception will be well below the C-2 zoning's allowed height.

It should be noted, the proposed Building Height Amendment does not increase in the number of units allowed or density that is otherwise permitted on the Property under the MF-12 zoning district.

Side Yard Buildings Setback.

The following building setbacks within the MF-12 zoning district provides that the minimum "Side (Except for Street Side)" shall be 20-feet and "Total Both Sides" shall be 40-feet.

The proposed Amendment requests the following modification to the side yard (north) and the total both sides building setbacks standard:

1. The minimum side yard setbacks shall be 10-feet* for the north and 15-feet for the south.

   * The 10-foot building setback shall be measured from the back of sidewalk, be entirely landscaped, and shall not be contained within a walled, fenced, or private yard.

2. The minimum total both sides building setback shall be 25-feet.

Side Yard Building Setback Justification.

The requested modifications are associated with the units that abut the existing private vehicular access/shared driveway (*i.e.*, the north property lines). The proposed ten (10) foot setback along the shared driveway property as also includes a sidewalk/landscaping area for a total width of or approximately fifty (50) feet or greater of before the reaching a condominium community to the north. Thus, the proposed units will be a minimum ±60' away from the condominium community to the north (*i.e.*, **50'** shared driveway property **+** proposed **10'** for the proposed multifamily units = **60'**). Moreover, this multifamily use is a better transition/buffer than a typical parking lot/drive aisle/loading area/refuse containers associated with typical commercial or larger apartment developments. The proposed multifamily units will also provide "breaks" (*i.e.*, max 3 units each) that will allow for views and landscaping within these areas as well.

In addition, the proposed units will provide some noise mitigation (*i.e.*, the buildings) from the PebbleCreek Parkway road too. The 10-feet abutting the existing private vehicular access/shared driveway will provide for ample landscaping/buffering from this drive aisle, as measured from back of sidewalk along this drive aisle. The proposed building height, with the height exception outlined above, for the development is consistent with what is currently required for single-family residences and the proposed fifty (50) foot building setback adjacent to these residences will maintain the prior C-2 zoning district's setback allowance to residential developments at that location. Finally, it is worth noting that due to internal easements, along with site design challenges, does not afford an opportunity to increase the 10-foot setback.

The proposed 15-feet for the south side yard setback is appropriate/reasonable due to the large (open) drainage channel along Indian School Road. This small 5-foot reduction will allow for additional space internally to the site and locating refuse enclosures.

Rear Yard Building/landscaping Setbacks.

The following building setback within the MF-12 zoning district provides that the minimum "Rear Yard" (east) setback shall be 30-feet.

The proposed Amendment requests the following modification to the rear yard (east) building setback standard:

1. The minimum rear yard (east) building setback (Except Adjacent to Single-Family Residences) shall be 10-feet.
2. Adjacent to Single-Family Residences.
    a. The minimum rear yard (east) building setback adjacent to the Single-Family Residences shall be 50-feet.
    b. A minimum 15-foot wide landscape buffer shall be installed adjacent to any single-family residential lot. No buildings, carports, parking spaces or drive aisles/ driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards. No carports, shall be located within 30-feet of a single-family residential lot.

Rear Yard Building/landscaping Setback Justification.

The proposed building height, with the height exception outlined above, for the development is consistent with what is allowed within single-family residential homes/subdivisions. Moreover, the proposed fifty (50) foot building setback (i.e., open space tract) adjacent to these residences will maintain the prior C-2 zoning district's setback requirement to residential developments at this location. It is worth noting, the assisted living development has an existing landscaping with mature trees along that boundary as well as spacing between the proposed buildings (i.e., the 3-units) provides for additional landscaping opportunities.

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G. PROPOSED DEVELOPMENT STANDARDS

The **Development Standards** for MF-12 Multi-family Residential Zoning District shall apply to this Property, except as modified below:

Development Standard	RPS Indian School at Palm Valley
Maximum Building Height [(1)]	25 ft.
Minimum Rear Setback (East) [(2)]	10 ft.
Minimum Side Setback (North) [(3)]	10 ft.
Minimum Side Setback (South)	15 ft.
Minimum Total of Both Sides (North and South)	25 ft.
Minimum Trash Enclosure Setback from Residential Buildings on the Property [(4)]	20 ft.

Notes:

1. Parapet walls, cornices, pitched/gable roofs may extend to five (5) feet above the maximum building height limit to provide required screening of mechanical equipment from street view and to add visual architectural enhancements and roof variation.
2. Minimum setback shall be 50-feet when adjacent to single-family residential lots. A minimum 15-foot wide landscape buffer shall be installed adjacent to any single-family residential lots. No buildings, carports, parking spaces or drive aisles/driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards. No carports shall be located within 30-feet of single-family residential lots.
3. A minimum of 10-feet shall be entirely landscaped (as measured from the back of sidewalk) and shall not be contained within a walled, fenced, or private yard.
4. Trash enclosures shall be visually screened, be oriented away from the residential buildings on the Property and shall contain landscaping between the trash enclosure when near a residential building on the Property.

G. ADDITIONAL REGULATIONS

General

1. Unless expressly modified in this document, all development within the Property shall comply with the requirements of the City of Goodyear Zoning Ordinance.
2. All permitted uses are subject to Administrative Site Plan review.
3. Site wall style shall complement existing walls in the Palm Valley area.
4. The existing regional Palm Valley monument sign shall be maintained at the northeast corner of PebbleCreek Parkway and Indian School Road.
5. Any signs to be located at or adjacent to the northernly private drive and PebbleCreek Parkway shall comply with the existing Comprehensive Sign package and submitted in conjunction with the Pathways Assisted Living Facility and the property owner in which the private drive is located.

Architecture and Buffers

1. All multi-family residential building designs shall incorporate four-sided architecture.
2. No more than three units shall be located within one building.
3. All open spaces along PebbleCreek Parkway shall contain either no-fencing, view fencing, or view walls.
4. Fire Access Roads shall not be gated with chain-link or drop chains but rather wrought iron gates which match other wrought iron found within the community or that of a similar material and style.

Connectivity

1. The front doors of all residential units shall connect to sidewalk paths which provide the unit access to the central amenity.
    a. Where the front door of the unit does not connect to a sidewalk, the front door of the unit may access onto a shared enhanced decorative driveway so long as the driveway does not serve more than 6 units and the paver driveway ultimately leads to a sidewalk which provides access to the central amenity.
2. Pedestrian connections through the parking lot or drive aisles shall be clearly marked with enhanced paving such as pavers, colored concrete, or other approved material.
3. A minimum of one (1) pedestrian access point shall be provided onto PebbleCreek Parkway, from the development, between the sidewalk at the private drive and the bus bay adjacent to Indian School Road.

Amenities

1. Amenities shall comply with Article 3-5-5 of the Goodyear Zoning Ordinance. and all of the following additional enhanced amenities shall be provided:

    - Resort-style pool.
    - Bathroom building adjacent to pool.
    - Shaded seating areas.
    - Dog park/dog run.
    - Turf area(s).
    - Shaded Tot-lot/playground.

H. CITY'S GUIDING CONSIDERATIONS FOR ZONING AMENDMENTS

1. **Consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted.**

    The proposed rezoning is consistent with the City of Goodyear's General Plan and meets many of the City's the goals, objectives, and policies.

    Specifically the following goals, objectives, and policies within the City's General Plan apply to this request.

    They are:

    CHAPTER 5, PHYSICAL GROWTH & DEVELOPMENT

    Land Use

    Goal GD-1. A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

    Objective CC-5-1. Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

    Policies:

    a. Allow flexibility and creativity in the development process while still protecting existing residents and businesses from incompatible land uses and preserving and enhancing Goodyear's existing character.

    b. Provide for and encourage a wide variety of housing products to suit the needs of existing and future residents.

…

f. High density residential should:

- Have access to transit services,
- Locate near commercial uses or integrate commercial uses such as coffee shops,
- Provide a buffer between commercial and lower density residential,

- Respect the surrounding residential development,
- Be compatible with existing surrounding development when infill development (e.g., limit height of buildings to reflect surrounding existing residential buildings).

Growth

Goal GD-2. Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.

Environmental Planning

Goal GD-8. A community that is sensitive and dedicated to preserving the unique nature and wildlife of the Sonoran Desert.

Objective GD-8-1. Utilize architecture and landscape that is compatible with the Sonoran Desert.

Policies:

a. Encourage the use of vegetation that provides shade, seasonal color, and requires minimal irrigation.

…

c. Promote architecture that is compatible with the Sonoran Desert.

CHAPTER 6 COMMUNITY AND CULTURAL DEVELOPMENT

Neighborhoods

Goal CC-1. Vibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.

Objective CC-1-1. Create and foster complete neighborhoods.

Policies:

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,

…

- a sense of place and community pride,

places and spaces that encourage social interaction,

- accessibility for people of all abilities,

…

Housing

Goal CC-2. A diverse stock of high quality housing that meets the needs of all residents.

As Goodyear grows and develops, the needs of our current and future residents will evolve. New housing that meets the needs of diverse residents should be built in Goodyear. As the City ages, maintaining our existing stock of housing will become ever important.

Objective CC-2-1. Provide diverse and quality housing products.

Policies:

a. Encourage a mix of quality and compatible housing types consistent with market trends and demand that adequately meets the needs of current and prospective residents and workers.

…

Objective CC-2-3. Advance the concept that every person should have access to safe and affordable housing.

Policies:

…

d. Promote the equitable distribution of housing types throughout the City (e.g., multi-family, single family, assisted living).

CHAPTER 8, LAND USE AND TRANSPORTATION PLAN

Land Use Categories

Neighborhoods

Provides 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.

Roadway Classifications

Major Arterial

Designed for vehicular mobility over moderate trip lengths. A major arterial is comprised of six lanes, two bike lanes and two detached sidewalks, a raised median and landscape tracts. Indian School Road and Litchfield Road are examples of Major Arterials.

Development Standards

Universal Development Standards

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.

Neighborhoods Category

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

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.

2. **Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.**

   This underutilized and vacant infill Property is adequately sized and fits nicely with the abutting physical and natural features (e.g., major streets, large drainage channel, existing developments, etc.) to serve as a multi-family residential development.

3. **Compatibility of all potential uses allowed in the proposed zoning district with the 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 proposed rezoning will limit the uses allowed on the Property to multi-family residential type of uses (as opposed to all the C-2 uses currently allowed), which is consistent with the development pattern across PebbleCreek Parkway and provides a nice buffer and transition from Indian School Road and the senior living community. Thus, RPS Indian School – Multi-family Development will have no negative environmental impacts, inappropriate traffic impacts, or other negative impacts to the surrounding area.

   It is also worth noting, the subject property is located within the vicinity of a military airport, but not within the 65 DNL noise contour lines or accident potential zones of Luke Air Force Base. In addition, albeit quite a distance away, the Property is located within the traffic pattern area of the Phoenix-Goodyear Airport, but not within the high noise or accident potential zones. Thus, the airport should have no adverse impacted on the proposed development. However, the developer will provide notice of the base and airport operations to future tenants of the proposed development.

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 current zoning.**

   As stated, the proposed rezoning is consistent with the policies of the City of Goodyear's General Plan and the Palm Valley Planned Area Development. The proposed density is consistent, and transitions, with the surrounding area. The plan intends to develop a vacant site that will provide a vibrant feel without overpowering the dominant single-family residential developments in the immediate area. The proposed rezoning and RPS Indian School – Multi-family Development plan are better suited for the Property than the current zoning (i.e., C-2) and uses allowed today.

5. **Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.**

   There is market demand for high quality/diverse product type multi-family communities throughout the City and Valley. Moreover, the Property's excellent location to the

freeway (i.e., Loop 303 located 1-mile away), major surface/local streets, it's proximity to the existing/future retail commercial areas at Indian School Road and Sarival Avenue/Loop 303, and future employment makes this an ideal location. Thus, demand for multi-family living/options is very strong in this area of Goodyear.

6. **Demands 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 water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment.**

   Preliminary Water, Sewer, and Drainage Reports along with a Traffic Impact Study have been submitted and reviewed with this request. All of these reports confirm that there are adequate public infrastructure and facilities to serve the proposed development. Moreover, typical student population ratios with multi-family developments is less than traditional single-family developments and it is envisioned that these units will attract more professionals, empty nesters, and those relocating to the area. Outreach to the School District will continue throughout the site planning process as the unit mix (market demand) becomes more defined.

7. **Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.**

   The Property abuts existing public services and is located along major arterial roadways with the necessary capacity. There is adequate water and sewer infrastructure/capacity to serve the development.

8. **General public's concerns.**

   There are currently no known concerns from the general public, but meetings and continued outreach will occur and updates (as needed) will be provided to the City Staff.

9. **Whether the amendment promotes orderly growth and development.**

   The proposed request is reasonable/consistent with the the surrounding area and promotes orderly growth and development.

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.**

    RPS Indian School – Multi-family Development will have a positive impact to the general health, safety and welfare of the citizens of the City and the general public. The proposed development will provide an additional housing option (i.e., an alternate housing style; e.g., triplex), e-shoppers and brick-and-motar shoppers for the retail/commerical areas, and ultmately develops a vacant/underutilized infill property.

I. CONCLUSION

The proposed rezoning to multi-family MF-12 with a PAD Overlay for the RPS Indian School – Multi-family Development creates a design and development standards that complements the surrounding residenitla area while providing a high quality alternate housing option (i.e., style) in this immediate area of Goodyear.

The proposed rezoning is consistent with the policies of the City of Goodyear's General Plan and the Palm Valley Planned Area Development. The proposed plan intends to develop a vacant site that will provide a vibrant feel without overpowering the dominant single-family residential developments in the area, but helps provide the catalyst for developing the retail/commercial areas at the intersection of Indian School Road and Sarival Avenue (i.e., ½ - mile away) and the Loop 303 Freeway more quickly. In conclusion, the proposed RPS Indian School – Multi-family Development establishes a level of quality, building design, and site design expectations for this multi-family residential development.

We look forward to RPS Indian School – Multi-family Development being a unique multi-family development that will bring a quality experience to its residents and the City.

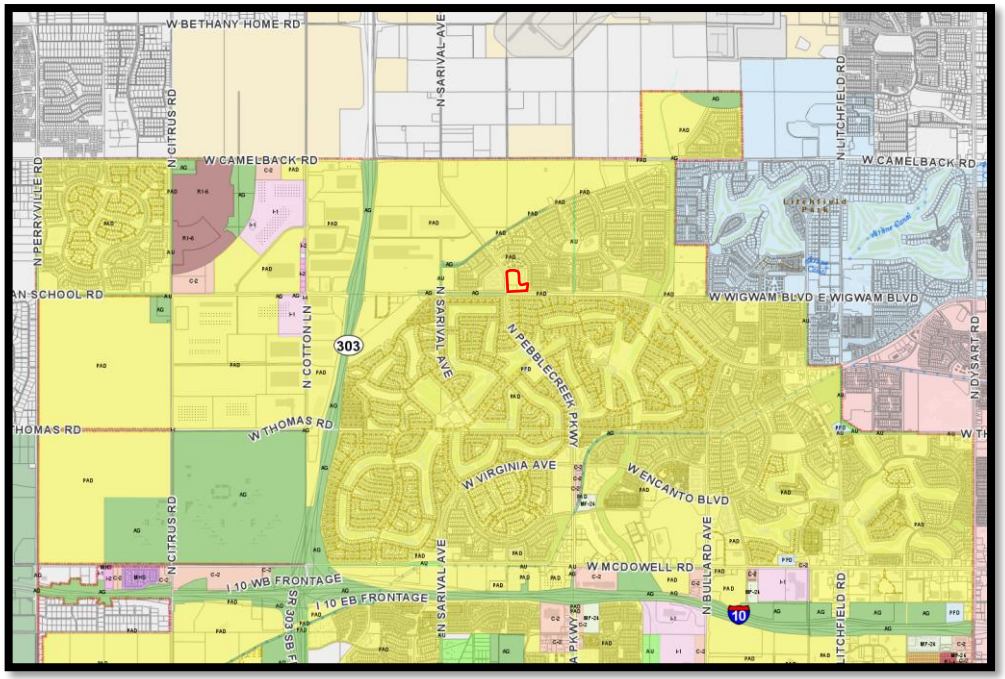


RPS Indian School at Palm Valley

City Council Meeting
March 28, 2022

Location

- North Goodyear
  - Northeast Corner of PebbleCreek Pkwy and Indian School Road
  - Approximately 9.86 Acres
  - Currently zoned PAD
    - Underlying Commercial



Specific Location

ZOOMED IN

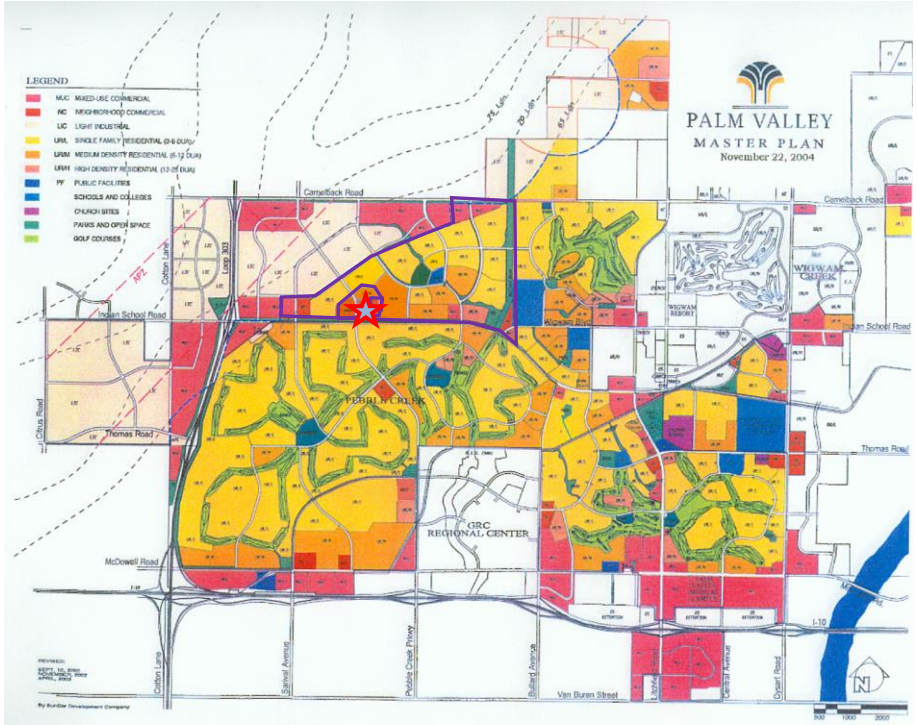
- NEC PebbleCreek and Indian School
  - North
    - Villas at Palm Valley (condominiums)
  - South
    - Drainage Basin/ Indian School/ PebbleCreek community
  - East
    - PARK Senior Villas and PV Phase V residential
  - West
    - PebbleCreek Pkwy and the Paseo multi-family



Zoning History

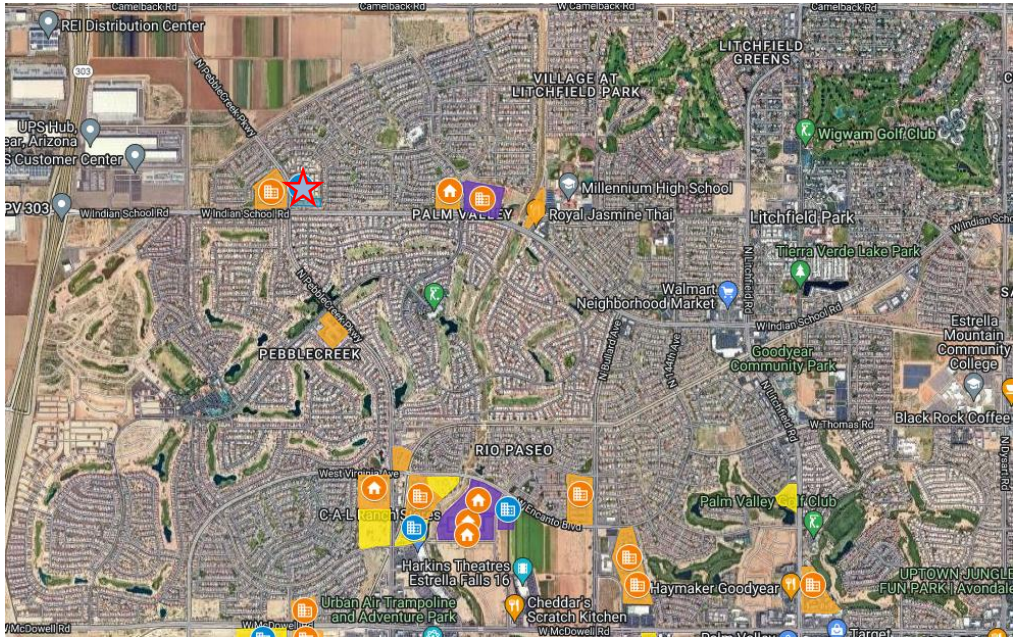
PALM VALLEY PHASE V

- Greater Phase V Zoned in 2003
- Zoning for Villas Condominiums and Paseo Apartments in Nov. 2004
- Rezone for PARK Assisted Living in 2012
- Request today for undeveloped piece



Area Multi-Family

MCDOWELL ROAD NORTH – AZ-LOOP 303 TO DYSART ROAD



=Established Multi-Family

=Under Construction or Recently Completed Multi-Family

=Zoned for Multi-Family

=Developer Interest in Multi-Family (Application Submitted)

= RPS Indian School at Palm Valley

Proposal

RPS INDIAN SCHOOL AT PALM VALLEY

- MF-12 (Multi-Family 12 units per-acre max)



Front Elevation

Elevation Legend
- Concrete flat-tile roof
- Stucco exterior
- Gable end detail (board & batten)
- Stone accent
- Stucco over foam trim
- Wood like shutters
- Roll-up garage doors
- Carriage lights



Left Side Elevation | Rear Elevation | Right Side Elevation



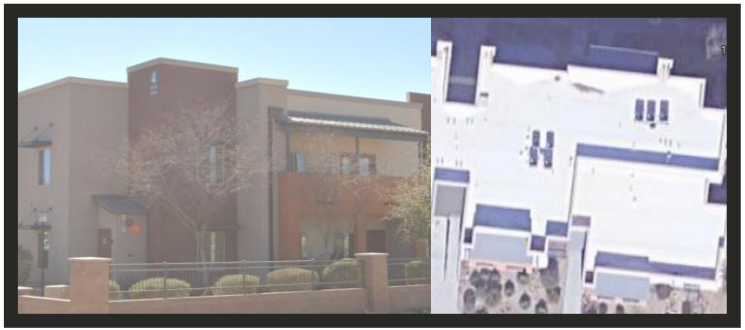
*Images Conceptual In Nature

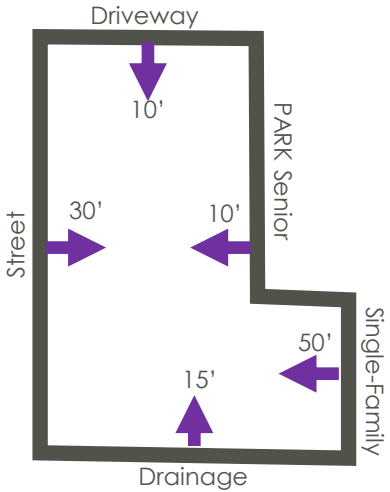
PAD Overlay

REQUESTS AND REGULATIONS



Height





Setbacks



Trash Enclosures

*Images Conceptual In Nature

Recommendation

APPROVE SUBJECT TO STIPULATIONS

- Recommend Approval to Rezone:
  - From Planned Area Development (PAD)
    - Underlying Commercial Land Use
  - To MF-12 with PAD Overlay
    - Subject to Stipulations













*Applicant Provided Renderings


CITY OF
Goodyear

RPS Indian School

Palm Valley Planned Area Development Amendment

City of Goodyear
Case No. 21-20000012



Sunbelt Holdings





- Recognized leader in real estate development, management, and investment since 1979
- Successful residential and commercial developments including:
  - Vistancia (Peoria)
  - Power Ranch (Gilbert)
  - The Village at Arrowhead (Glendale)
- Master developer of Palm Valley since 2010
- Master developer behind the PV | 303 business park at Indian School Road and Loop 303

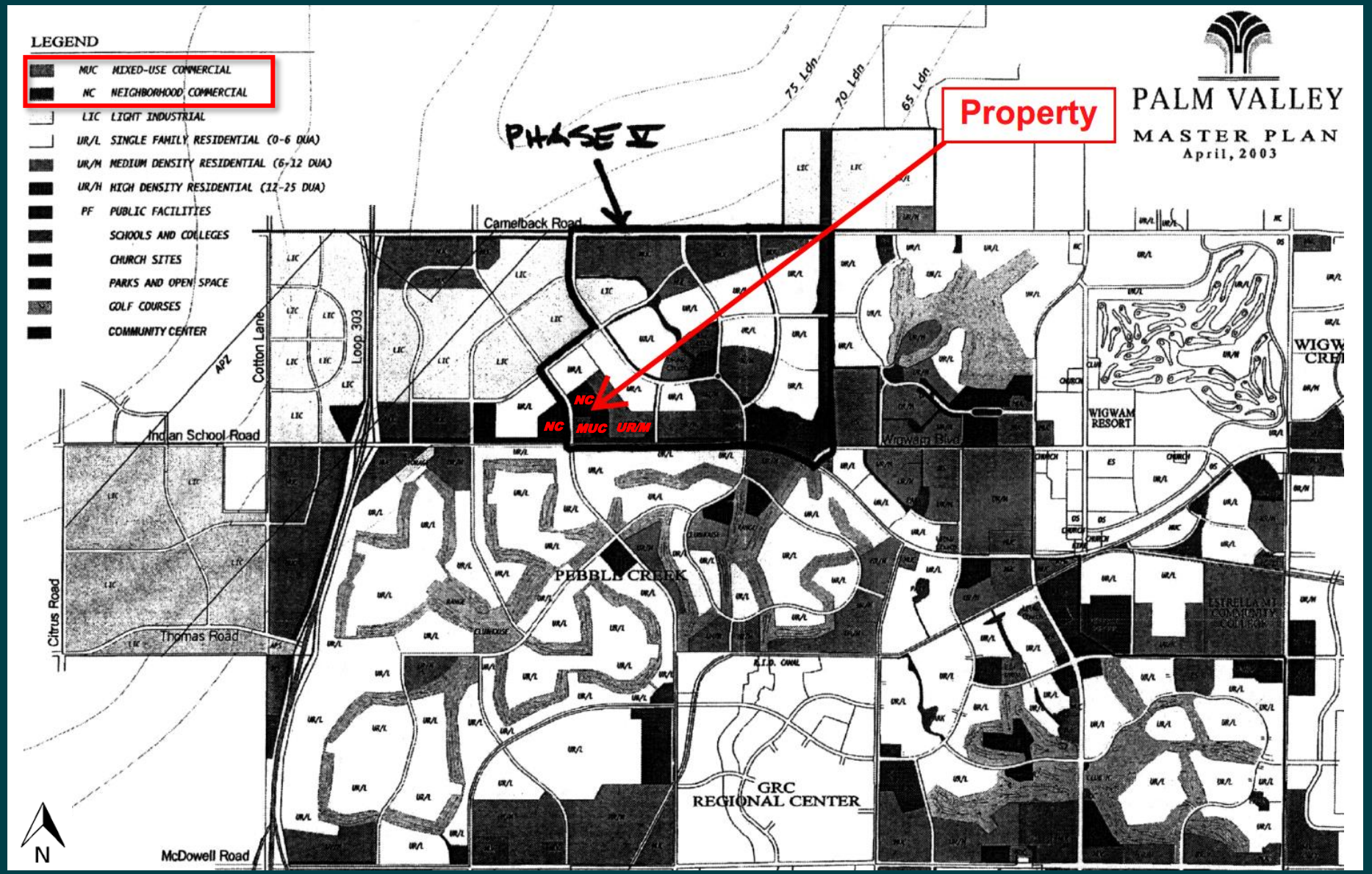
Site Aerial Map



SUBJECT SITE

- Approx. 10 acres
- Zoned Commercial
- Palm Valley PAD provides for a variety of housing types:
  - Single-family
  - Condos / villas
    - Villas at Palm Valley
  - Senior living
    - Park Senior Villas
    - Robson Reserve
  - Multi-family
    - Palm Valley Villas
    - The Paseo

Palm Valley Master Plan



- 18 year old Master Plan
- Provided for a variety of housing types
- Diversity of housing types in a City is important for long-term economic stability and sustainability
- Evolving context:
  - Market conditions

Development Plan

- Market-rate rental community
- 105 residences on 10 acres (9.7 units/acre)
- Two stories (30 feet) max.
- Variety of complementary architectural styles
- Unit sizes between 1,000-2,000 SF
- All residences have private, two-car garages
- reserved guest parking spaces on site
- Array of amenities (resort-style pool, barbeque area, dog park, community center, tot lot, and multi-purpose lawns)



Rendered Perspectives









Entitlements

- Rezone of 10 acres (Commercial to Multifamily) at the immediate corner of Indian School Road and Pebble Creek Parkway
- Replaces a long-vacant lot with a compatible residential
  - ✓ Keeps height limited to 2-stories max.
  - ✓ Eliminates commercial traffic
  - ✓ Provides a highly sought-after housing opportunity

RPS Indian School

Palm Valley Planned Area Development Amendment

City of Goodyear
Case No. 21-20000012



ITEM #: 22.
DATE: 03/28/2022
AI #:734

CITY COUNCIL ACTION REPORT

SUBJECT: PUBLIC HEARING REZONE APPROXIMATELY 30.32 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-24 WITH ANTON AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-24 WITH PAD OVERLAY

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

SUMMARY

This is a Public Hearing for and consideration of Request a rezone of approximately 30.32-acres generally located Bullard Avenue and Yuma Road from Planned Area Development (PAD) to MF-24 with Anton at Ballpark Village PAD Overlay.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2217, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-18” AND “LEGAL DESCRIPTION,” AND “ANTON AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY (MARCH 2022).”

2. ADOPT ORDINANCE NO. 2022-1530, CONDITIONALLY REZONING APPROXIMATELY 30.32 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BULLARD AVENUE AND YUMA ROAD TO BE KNOWN AS ANTON AT BALLPARK VILLAGE; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Senior 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 current zoning for this property is City Center Airpark Planned Area Development (PAD) as established in 2006 through Ordinance No. 06-1054. The underlying land use designation for the property is Commercial and Industrial.

The 2025 Goodyear General Plan designated the land use for this property as Business and Commerce.

The current proposal requests to rezone the approximately 30.32-acres from Planned Area Development (PAD) to MF-24 with a PAD Overlay. This would change the land use from commercial and industrial to a residential in order to develop a garden style, townhouse style and cottage style multi-family development.

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 applicant is requesting a zoning change from the current Planned Area Development (PAD) with an underlying land use designation of commercial and industrial to a PAD Zoning District with an underlying zoning district of MF-24 with a PAD Overlay to facilitate the development of a multi-family development. As currently envisioned, the Property will include traditional type apartment buildings, single-family rental style apartments, and townhome style apartments. The use of a PAD Overlay is justified as the current development standards for the MF-24 zoning district does not address some of the unique circumstances found within this oddly shaped 'Triangular Shaped with a notch' parcel that surrounds an existing water campus and has no clearly defined rear. Additionally, the MF-24 zoning district does not contemplate a property providing three-unique product types within one single development.
Density: The proposed PAD overlay will establish a minimum density of 16 units per acre and a maximum density of 24 units per acre in order to be compatible with the General Plan Business and Commerce Land Use Designation.
Development Standards:
The development standards applicable to the Multi-Family Residential (MF-24) Zoning District will apply to the development of the Property except as modified by the PAD Overlay. However, because of the difference in apartment styles, different design guidelines will apply based on the nature of the building. The design guidelines applicable to Multi-Family Residential will apply to all buildings within the Property; but the additional design guidelines applicable to development with the MF-12 Zoning District will also apply to buildings with three or less residential units.

Internal Setback:
If a future property line is provided internal to the Anton at Ballpark Village project, thereby splitting the overall project into two or more parcels, a setback requirement from that internal property line shall not be required, provided any applicable building/fire code requirements are met on structures adjacent to that property line.

As this property develops, it is expected that it will contain a mix of multi-family housing types as illustrated on the conceptual site plan. In the future, if the property is divided into one or more parcels by housing type, for management purposes, to allow for individual ownership of the dwelling units. By allowing for zero-foot setbacks along any internal property lines, subject to building/fire codes, will allow this division to take place with no impact on the external property lines.

Tandem Parking:
Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6, except that

tandem parking may be provided on site with the following standards:
• Each of the two (2) parking spaces within each tandem parking space shall be reserved to the same dwelling unit.
• A Parking Plan addressing parking management shall be submitted and approved with the Site Plan. All parking shall adhere to the approved Parking Plan.

By allowing for tandem parking wherein space for a vehicle is provided in a garage and then another space is provided outside that garage on the driveway/apron, there are opportunities to reduce surface parking and allows more flexibility in unit types and increased densities. This is a similar request to other multi-family developments located within Village Center Overlay Districts and Transit Oriented Development Overlay Districts.

Reduction in Size and Depth of Private Outdoor Space:
Pursuant to Article 3-2-5 (Table 3-2-5), each MF-24 residential unit is required to have a dedicated private outdoor open space in the form of a yard, patio, or balcony with a minimum aggregate overall size of 60 square feet. Within Anton at Ballpark Village, the minimum aggregate overall size of the yard, patio, or balcony may be reduced below 60 square feet to a minimum of 55 square feet. This reduction shall only be allowed on no more than 20% of the applicable dwelling units within the project, which shall be clearly demonstrated on the Site Plan.

This deviation, to allow five (5) square foot less in some balconies will allow for more diversity in the building elevations by affording the architect the ability to vary the depth of the exterior wall planes of the taller two and three story buildings As discussed elsewhere, additional common open space and recreation amenities will be provided, including the construction of a trail in the City owned Bullard wash, to support the reduction in private outdoor space.

Minimum Sidewalk Width:
The minimum sidewalk width may be reduced to four (4) feet, during Site Plan Review, if the applicant demonstrates to satisfactory that the sidewalk reduction will occur in areas with limited pedestrian traffic.

A multi-family community made up of numerous buildings and amenities on over 30 net acres, such as that proposed for Anton at Ballpark Village, will be crisscrossed by various sidewalks linking all those buildings and amenities to one another. Additionally, this development has requirements to provide additional connections to the perimeter of the project so all sidewalk connections will not be internally faced like typical multi-family developments. As part of the above language, the developer still has to demonstrate to the satisfaction of City staff that the reduced width from five (5) foot minimum to four (4) foot minimum is only in locations with limited pedestrian traffic and does not affect compliance with accessible pathways for ADA requirements.

Setback Encroachment:
Projections on MF-24 buildings including balconies (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two (2) feet. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are less than four (4) feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent roadway/sidewalks, shall be permitted to encroach into the front and street side setbacks by not more than five (5) feet.

Limited encroachments allow for greater flexibility in building design and allows for more variety in the elevations that face out to the public roadways without unnecessary limiting the frontage landscape. Additionally, the encroachment at the ground floor will require a pedestrian connectivity element and provide for units to engage with the streetscape.

Bullard Wash East Trail:
In order to justify the smaller outdoor spaces, and to provide a beneficial amenity for residents, the developer of Anton Ballpark Village (“applicant”) agrees to construct the segment of the Bullard Wash

East Trail adjacent to Anton Ballpark Village before the City begins construction on the remainder of the Bullard Wash East Trail (the “Ballpark Village Trail Segment”). The trail will include a 10 to 12-foot unpaved compacted decomposed granite (DG) path on the ridge of the wash. The segment will connect from the Yuma Road sidewalk to the Bullard Avenue sidewalk. Construction of the trail will be coordinated with the Parks and Recreation Department. The city will maintain the path once constructed. Applicant shall build the Ballpark Village Trail Segment to the City’s trail design standards. Applicant shall not be required to go through any public bidding process or use licensed professional(s) or contractor(s) pre-approved by the City, but rather the Applicant shall be allowed to select its own licensed professional(s) and contractor(s). Prior to the commencement of the segment of the Ballpark Village Trail Segment, the City and the Applicant shall mutually agree on indemnifications, licenses, and insurance requirements, which agreements shall not be unreasonably delayed, withheld, or denied. Applicant agrees to complete construction of the Ballpark Village Trail Segment prior to receiving a final certificate of occupancy on the final phase of construction.

If the housing type is generally consistent with the MF-12 standards and as required above utilizes the Additional MF-12 Zoning District Guidelines, then the following deviations will be permitted from the standards and guidelines:

Reductions in Building Separation Along Perimeter:
A portion of the project applicable to the MF-12 Design Guidelines shall provide a minimum of 15-foot building separation for perimeter dwelling units along the exterior roadways of Yuma Road and Bullard Avenue; however, the minimum separation for buildings along the Bullard Wash perimeter may be reduced to be 10-foot minimum.

In justification for the reduced building separation along the Bullard Wash perimeter, the applicable dwelling units will have a minimum depth of 20 feet along with view fencing adjacent to the Bullard Wash and trail to be constructed by the Anton at Ballpark Village developer. Additionally, each yard along Bullard Wash will be planted with at least one (1) shade tree to provide additional visual interest.

Reductions in Private Outdoor Space:
In a portion of the project applicable to the MF-12 Design Guidelines, private yards of dwelling units that are not along the perimeter of the property shall be permitted a reduction in Private Outdoor Space from a minimum of 200 square feet to a minimum of 150 square feet. If studio units, with less than 600 square feet livable are included, the studio unit shall be permitted to have a minimum 40 square feet of private outdoor space, with a minimum width or depth of 5 feet.

A 25% square foot reduction of minimum private open space on some of the dwellings, still leaves them with a usable private yard of roughly eight (8) feet by 20 feet, which is offset by common open space activities and the construction of the Bullard Wash Trail, offsite and a commitment for minimum recreational amenities onsite. For those studio units, it is reasonable to believe many will be occupied by single residents.

Private Yards within West 20’ Setback:
If the adjacent housing type along the west property line (along Bullard Wash) is consistent with the MF-12 standards and as required above utilizes the Additional MF-12 Zoning District Guidelines, then the required 20’ side setback of the MF-24 Zoning District may be contained (all or a portion of) within a landscaped fenced private yard so long as the private fenced yard is a minimum of 200 square feet.

Use of the required side or rear setback as fenced private yards is justified as it is a traditional element of the MF-12 development and as such is part of the cottage style apartments proposed herein. The west boundary is along the Bullard Wash, there will be no directly adjacent vertical development except for recreational amenities and public open space. Incorporating private yards via view fencing in this area will form a formal separation between the public space of the wash and the private space of the multi-family community, while still allowing for visual surveillance and integration of the private and public spaces. Fencing shall be a combination of view fence and view walls along the entire Bullard

Wash frontage which shall have a minimum of 2’ of view fencing on top of a maximum of 4’ of Concrete Masonry Unit (CMU) (or equivalent) block wall.

The PAD Overlay also requires additional design enhancements for all buildings on site, allows for some deviations to the MF-12 housing product color schemes and building elevations offered, provides for shaded pedestrian entrances, additional connections to the adjacent streets, as well as limited walls for certain product types to ensure there is street engagement and views into the community.

The developer is also required to construct a Ballpark Village Gateway Monument at the southwest corner of Bullard Avenue and Yuma Road. This monument will match themes and materials found within the Ballpark Village area and include an artistic mural that is publicly facing.

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 Goodyear 2025 General Plan designates the property with the Business and Commerce land use category; this category allows for multi-family zoning. The zoning case requires a minimum density of 16 units per acre; therefore, the request is in compliance with the Goodyear 2025 General Plan land use.

Goals, Objectives, and Standards within the General Plan that support rezoning of the property for the Anton at Ballpark Village multi-family community are as follows:

Goal GD-1 - Physical Growth and Development
A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

Objective CC-5-1 – Land Use
Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community’s vision and needs.

Objective CC-1-1 – Neighborhoods
Create and foster complete neighborhoods.

Objective CC-1-3 – Neighborhoods
Foster the creation and maintenance of attractive, high-quality neighborhoods.

Goal CC-2 – Community and Cultural Development
A diverse stock of high quality housing that meets the needs of all residents.

Objective CC-2-1 – Housing
Provide diverse and quality housing products.
Policy B: Promote higher residential densities near and within the City Center, along the McDowell Road/Interstate 10 commercial corridor, the future Loop 303 corridor south of I?10, and near transit stations.

Land Use and Transportation Plan Development Standards
Standard 1 - Universal Development Standards
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.

Standard 8 – Universal Development Standards

New residential uses shall not be approved within the 65 DNL (Day-night Noise Level) or greater noise contours and the accident potential zones surrounding Luke Air Force Base. New residential uses within the 65 DNL or greater noise contours surrounding Phoenix?Goodyear Airport shall require additional review and noise attenuation

Standard 41 – Business and Commerce Development Standards
High Density (e.g., multi?family) residential development is permitted in the Business & Commerce category when located adjacent to a community or regional park, open space area, single family residential, commercial area or used as a buffer between the Neighborhoods category and Business & Commerce category. Circulation and access to necessary amenities such as schools and grocery stores, and compatibility with surrounding existing and planned uses shall be taken into account when considering this type of use in the Business & Commerce category.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.
The subject property is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife, and existence of high voltage power lines or other utilities. With historical farming in the region, there are existing irrigation canals that will be either abandoned and removed or placed in underground piping.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.
Current and future uses and development of the properties surrounding the subject property include:
North – Compass Data Centers Development;
South – Bullard Avenue, Goodyear Bullard Water Campus, and Airpark Logistics Center;
East –Bullard Avenue and Airpark Logistics Center;
West – Bullard Wash;

The proposed MF-24 zoning is appropriate on the subject property. As noted above it is consistent with the General Plan.

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.
Luke Air Force Base:
The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and the proposed zoning, base operations will not be adversely impacted by this 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 applicant has indicated there is demand in Goodyear is very high for quality rental residential, especially such as that proposed with close access to the freeway network as well as the adjacent employment uses.

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 Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest Path		Longest Path		2nd Nearest Goodyear Fire Station	Shortest Path		Longest Path	
	Mins	Miles	Min	Miles		Mins	Miles	Min	Miles
Fire Station #181	3.68	1.84	4.13	2.06	Fire Station #184	4.04	2.02	4.50	2.25

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

Streets/Transportation:
The property will be accessed via private streets/driveways within the development that will gain access to Bullard Avenue and Yuma Road. The Engineering Department has created stipulations to address traffic requirements applicable to this development; specifically Yuma Road will be widened and improved, Bullard Avenue will be widened and improved and the portion of Bullard Avenue in front of the city water campus will be widened and improved.

Water/Wastewater:
The subject property will be served by city of Goodyear for water and wastewater.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.
The Property abuts existing public services. It is located along major arterial roadways with the necessary capacity. As indicated in the Water and Sewer Reports submitted with the rezoning, there is adequate water and sewer infrastructure/capacity to serve the development.

8. General public concerns.
Public Participation, Public Comment and Planning and Zoning Commission Meeting:
An in-person Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on December 16, 2021; signs advertising the Neighborhood Meeting were placed on the site on December 20, 2021. The neighborhood meeting took place on January 11, 2022. No residents spoke in opposition to the proposed rezone.

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 March 16, 2022 appeared in the Arizona Republic Southwest Valley Edition February 25, 2022; postcards were mailed to adjoining owners on February 17, 2022; and signs were posted on the site on February 18, 2022.

On March 16, 2022, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, the applicant spoke briefly to the Commission. The Planning and Zoning Commission voted (7-0) to recommend approval, subject to the proposed stipulations.

9. Whether the amendment promotes orderly growth and development.
The subject property is within a quarter mile of existing development and located within the proximity of City services and infrastructure.

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.
The subject property is located to the northwest of the Phoenix Goodyear Airport. While the subject property is located near the airport, it is located fully outside of any accident potential zones at the ends of the runway and fully outside any aircraft takeoff and approach patterns from the runway. The property is also significantly removed from the 65ldn noise contour. Dwelling construction methods will

further reduce potential noise impacts from the Phoenix Goodyear Airport.

Attachments

Resolution
Supplemental Zoning Map
Legal Description
PAD Overlay
Ordinance
Aerial Exhibit
Narrative
Staff Presentation

RESOLUTION NO. 2022-2217

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. 21-18" AND "LEGAL DESCRIPTION," AND "ANTON AT BALLPARK VILLAGE DEVELOPMENT REGULATIONS MF-12 WITH PAD OVERLAY (MARCH 2022)."

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. 21-18," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled "Anton at Ballpark Village Development Regulations MF-24 with PAD Overlay (March 2022)," 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 2022-1530.

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_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

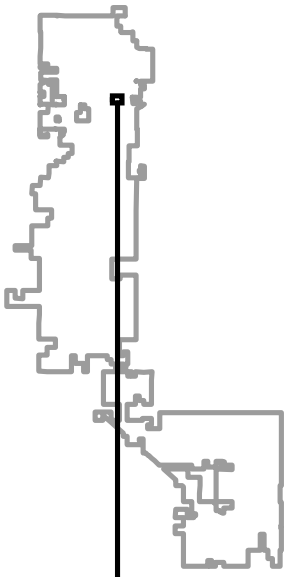
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-18

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 _____, 2022.

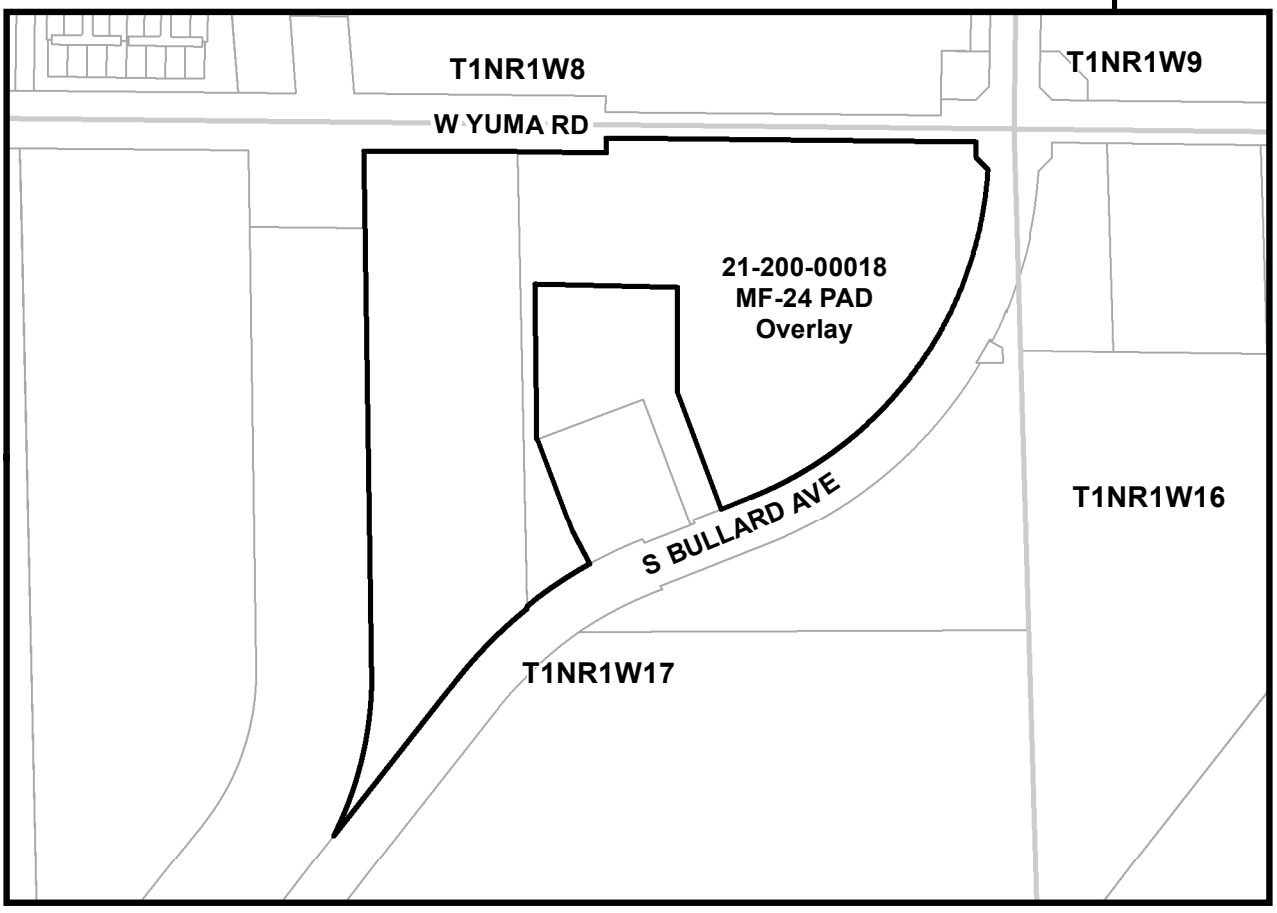


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Northeast Quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO MF-24 PAD Overlay 21-200-00018	Feb 2022

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, MONUMENTED BY BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP FLUSH, BEARS NORTH 89°26'36" WEST (BASIS OF BEARINGS), 2587.25 FEET;
THENCE NORTH 89°26'36" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 17, SAID LINE ALSO BEING THE MONUMENT LINE OF YUMA ROAD, 97.58 FEET;
THENCE SOUTH 00°33' 24" WEST PERPENDICULAR TO SAID MONUMENT LINE, 75.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID YUMA ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE SOUTH 43°"00'19" EAST ALONG SAID SOUTH RIGHT OF WAY, 45.48 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY OF BULLARD AVENUE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVED NORTHWESTERLY FROM WHICH THE CENTER BEARS NORTH 86°34'03" WEST, 980.80 FEET THEREFROM;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°07' 14", AN ARC DISTANCE OF 1114.75 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 68°32'52" WEST ALONG SAID RIGHT OF WAY, 68.06 FEET;
THENCE LEAVING SAID RIGHT OF WAY NORTH 21°26'55" WEST, 327.54 FEET;
THENCE NORTH 01°00'13" WEST, 275.03 FEET;
THENCE NORTH 89°26'36" WEST, 364.68 FEET;
THENCE SOUTH 00°59'55" EAST, 403.34 FEET;
THENCE SOUTH 21°27'08" EAST, 258.00 FEET;
THENCE SOUTH 28°22'41" EAST, 95.17 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BULLARD AVENUE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVED SOUTHEASTERLY FROM WHICH THE CENTER BEARS
SOUTH 28°23'30" EAST, 1157.05 FEET THEREFROM;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°35'55", AN ARC DISTANCE OF 476.56 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 38°00'35" WEST ALONG SAID RIGHT OF WAY, 512.50 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE TO THE LEFT, CONCAVED NORTHWESTERLY FROM WHICH THE CENTER BEARS NORTH 63°00' 15" WEST, 929.24 FEET THEREFROM;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°56'06", AN ARC DISTANCE OF 453.06 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00°56'22" WEST, 1343.85 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF YUMA ROAD;
THENCE SOUTH 89°26'36" EAST ALONG SAID SOUTH RIGHT OF WAY, 1593.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,320,990 SQ.FT. OR 30.3258 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58841
DANA L.
KLETT
Date Signed 11/2/2021
ARIZONA, U.S.A.

NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.

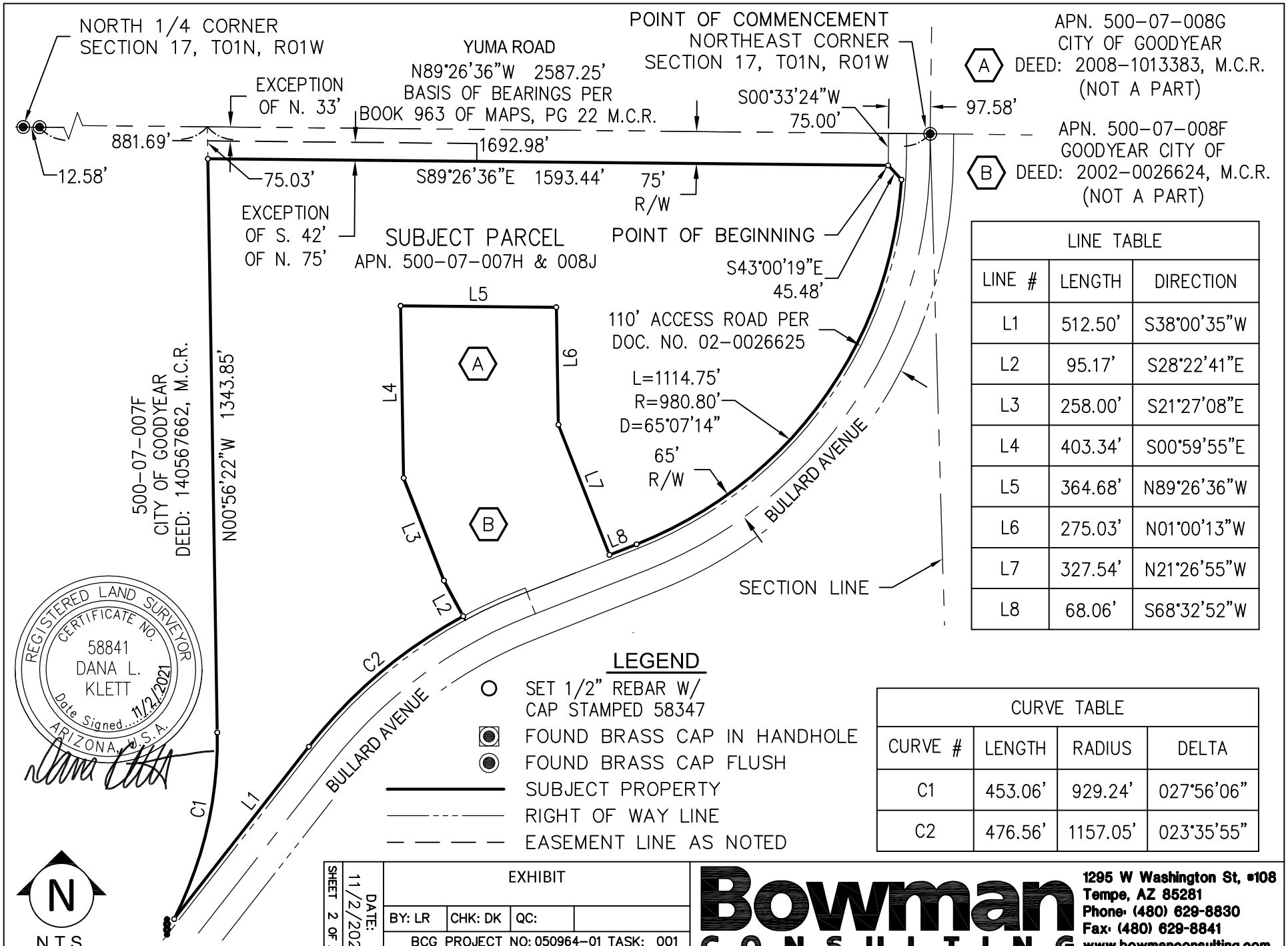
DATE: 11/2/2021

EXHIBIT

BY: LR	CHK: DK	QC:	

BCG PROJECT NO: 050964-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	512.50'	S38°00'35"W
L2	95.17'	S28°22'41"E
L3	258.00'	S21°27'08"E
L4	403.34'	S00°59'55"E
L5	364.68'	N89°26'36"W
L6	275.03'	N01°00'13"W
L7	327.54'	N21°26'55"W
L8	68.06'	S68°32'52"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	453.06'	929.24'	027°56'06"
C2	476.56'	1157.05'	023°35'55"

LEGEND

- SET 1/2" REBAR W/ CAP STAMPED 58347
- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH
- SUBJECT PROPERTY
- RIGHT OF WAY LINE
- EASEMENT LINE AS NOTED

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
58841
DANA L.
KLETT
Date Signed 11/2/2021
ARIZONA, U.S.A.

N

N.T.S.

SHEET 2 OF 2 | DATE: 11/2/2021

EXHIBIT

BY: LR | CHK: DK | QC:

BCG PROJECT NO: 050964-01 TASK: 001
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Exhibit C

ANTON AT BALLPARK VILLAGE

DEVELOPMENT REGULATIONS
MF-24 with PAD Overlay

MARCH 2022

PERMITTED USES

The permitted uses for the Property are those uses allowed in the MF-24 Multi-family Residential Zoning District in accordance with Article 3-2-2 of the City of Goodyear Zoning Ordinance.

DEVELOPMENT STANDARDS

The Development Standards for MF-24 Multi-family Residential Zoning District shall apply to the development of this Property, except as modified below:

Setbacks, Building Separation and Density

1. The minimum setback applicable to the portion of the lot(s)/parcel(s) adjacent to Yuma Road shall be the Street Side Setback.
2. The minimum setback applicable to the portion of the lot(s)/parcel(s) adjacent to Bullard Avenue shall be the Street Side Setback.
3. The minimum setback applicable to the portion of the lot(s)parcel(s) adjacent to Bullard Wash shall be the Side Setback (not the Street Side Setback).
4. The minimum setback applicable to the portion of the lot(s)/parcel(s) adjacent to the city of Goodyear Water Campus shall be the Side Setback (not the Street Side Setback).
5. If a future property line is provided internal to the Anton at Ballpark Village development, thereby splitting the overall project into two or more parcels, a minimum setback requirement from that internal property line shall not be required, provided any applicable building/fire code requirements are met on structures adjacent to that property line.
6. The minimum density on this site shall be 16 units per acre and may not exceed 24 units per acre.

ADDITIONAL REGULATIONS

General

1. Unless expressly modified in this document, all development within the Property shall comply with the requirements of the City of Goodyear Zoning Ordinance.

2. All permitted uses are subject to Administrative Site Plan review.
3. Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6, with the following exceptions and standards.
    - Tandem parking may be provided on site.
    - Each of the two (2) parking spaces within each tandem parking space shall be reserved to the same dwelling unit.
    - A Parking Plan addressing parking management shall be submitted and approved with the Site Plan. All parking shall adhere to the approved Parking Plan. The failure to comply with an approved Parking Plan shall constitute a zoning violation.
4. Unless integrated creatively within the residential structures constructed within the Property as approved by the Zoning Administrator in his/her sole discretion parking shall not be located: between Yuma Road and buildings closest to Yuma Road; between Bullard Avenue and buildings closest to Bullard Avenue; and/or between Bullard Wash and buildings closest to Bullard Wash. The only parking allowed along the frontage of Yuma Road, Bullard Avenue and or Bullard Wash is parking that is integrated creatively within residential structures as approved by the Zoning Administrator and minimal parking between buildings constructed closest to the frontage of Yuma Road and Bullard Avenue as approved by the Zoning Administrator in his/her sole discretion.
5. If a perimeter wall is constructed along the boundaries of the Property, it shall be cohesive between all residential product types and shall compliment the overall themes established within the Ballpark Village area including materials and color such as corten metal cladding and dancing Concrete Masonry Unit (CMU).
6. Views into the development are encouraged and the construction of solid walls along the boundaries of the Property is discouraged.
7. All walls or fencing constructed adjacent to the Bullard Wash shall be a view fence or a combination view fence that consists of a minimum of two (2) feet of view fencing on top of a maximum of four (4) feet of Concrete Masonry Unit (CMU) or block that is equivalent in screening.
8. Pedestrian connections through parking areas and drive aisles shall be clearly marked with enhanced paving such as pavers, colored concrete or other approved material.
9. Minimum width of pedestrian walkways may be reduced to four (4) feet if, during Site Plan Review, the applicant demonstrates to the satisfaction of the City Engineer or his/her designee that the sidewalk reduction will occur in areas with limited pedestrian traffic and that the reduction does not affect compliance with ADA requirements.
10. Site lighting, pavers, landscaping, signage design, and other community features shall complement the existing improvements and themes established within the Ballpark Village area.
11. The multi-family residential apartment development shall bear the name of the master plan such as "<Multi-family Project Name> at Ballpark Village".
12. Trash enclosures shall be located a minimum of 20 feet away from all single-story residential buildings and 25 feet away from multi-story residential buildings. Unless a trash enclosure is fully enclosed within a building. Landscaping shall be installed between the buildings and the trash enclosure, unless the trash enclosure is fully enclosed within a building.

Building Product Design Standards

13. Design Standards Applicable to All Structures with Three (3) or Less Residential Units ("MF-12 Buildings")
    a. Except as modified within this Planned Area Development Overlay, all structures with three (3) or less residential units ("MF-12 Buildings") shall comply with the requirements set forth in Chapter 3 (Multi-Family Residential) of the City Goodyear Design Guidelines including the Additional MF-12 Zoning District Design Guidelines in Section 4 (Additional MF-12 Zoning District) of Chapter 3, of the City of Goodyear Design Guidelines.
    b. Solid walls and fences are allowed along rear and side yards of MF-12 Buildings that front Bullard Avenue and Yuma Road.
    c. All or a portion of private yards of a residential unit within a MF-12 Building that is landscaped and fenced and is located along the western property line (along Bullard Wash) may be included in the measurement of the minimum setback so long as the private fenced yard is a minimum of 200 square feet, all or a portion of a landscaped fenced private yard for such residential unit may be included in the measurement of the minimum setback.
    d. Provided that the same elevation of MF-12 Buildings is used in no more than 15% of the total number of MF-12 Buildings within the Property and provided the same elevation of MF-12 Buildings is used in less than ten (10) MF-12 Buildings, the requirement for three (3) elevation styles and three (3) color schemes required in the Additional MF-12

Zoning District Design Guidelines in Section 4 (Additional MF-12 Zoning District) of Chapter 3, of the City of Goodyear Design Guidelines shall not apply and only one (1) elevation style and two (2) color schemes shall be required for MF-12 Buildings. Under no circumstance shall a MF-12 Building be placed directly adjacent to or within two (2) buildings of another MF-12 Building with the same elevation style or with the same color scheme.

e. Buildings shall include color schemes that add visual interest and variation to buildings on the site.
f. The main body color(s) for the individual MF-12 Buildings shall be distinctly different from one another and will not simply utilize varying shades of grey or varying shades of tan to accomplish the three (3) unique color schemes.
g. The accent colors/shades utilized on the MF-12 Buildings shall add vibrancy to the base color of the MF-12 Building and not simply be a darker, lighter or muted shade/color/version of the primary MF-12 Building base color.
h. The upper portions of the structure, that are visible above the perimeter wall height, shall incorporate different colors for the trim, facia, siding, recessed features, shutters, pop-outs, etc. compared to the main body color of the MF-12 Building in order to add to the uniqueness and street character of the project.
i. There shall be a minimum of a 15-foot separation between MF-12 Buildings constructed along the exterior roadways of Yuma Road and Bullard Avenue.
j. There shall be a minimum of a 10-foot separation between MF-12 Buildings constructed along the western boundary of the Property (Bullard Wash) provided that the yard of each unit in a MF-12 Building includes at least one shade tree.
k. Private yards of housing units that are not along the perimeter of the Property shall be permitted a reduction in Private Outdoor Space from a minimum of 200 square feet to a minimum of 150 square feet.
l. If studio units with less than 600 square feet livable are included, the studio unit shall be permitted to have a minimum 40 square feet of private outdoor space, with a minimum width or depth of 5 feet.

14. Design Standards Applicable to all Structures with four (4) or more Residential Units ("MF-24 Buildings")
    a. Except as modified within this Planned Area Development Overlay, all structures with four (4) or more residential units shall comply with multi-family requirements of Chapter 3 of the City Goodyear Design Guidelines except for the MF-12 Zoning District Design Guidelines in Section 4 (Additional MF-12 Zoning District) of Chapter 3, of the City of Goodyear Design Guidelines
    b. Residential units that front Yuma Road and Bullard Avenue, shall be pedestrian oriented and include pedestrian gates, walkways, paseos and views into the development. Special design attention and detail should be placed on residential units located near Bullard Avenue and Yuma Road from a street and layout perspective. To accomplish this goal, the development of the Property shall comply with the following:
        i. Provide convenient access for pedestrians to walk from their units to public sidewalks along Bullard Avenue and Yuma Road.
        ii. Buildings and patios should be the primary means of securing the Property.
            - Walls along Bullard Avenue and Yuma Road are discouraged.
            - Any perimeter wall or fencing constructed along the boundaries of the Property adjacent to MF-24 Buildings shall be either a view fence or a combination view wall and view fence that consists of a minimum of two (2) feet of view fencing on top of a maximum of four (4) feet of Concrete Masonry Unit (CMU) or block that is equivalent in screening except where trash enclosures, parking, utilities and mechanical equipment need to be screened or additional buffering is necessary due to the proximity of traffic on Bullard Avenue or Yuma Road.
        iii. The preference is for MF-24 Buildings to face towards Bullard Avenue and Yuma Road when adjacent to those roadways.
        iv. Ground floor patios of units with MF-24 Buildings that are located adjacent to Yuma Road and Bullard Avenue are encouraged to have gates and sidewalks to provide direct access to the public sidewalks along those roadways; and ground floor patios of units with MF-24 Buildings that are located adjacent to Bullard Wash are encouraged to have gates and sidewalks to provide direct access to the Bullard Wash East Trail.
        v. Each MF-24 Building shall provide a minimum of one (1) pedestrian connection from the building to an adjacent public sidewalk or Bullard Wash East Trail.
    c. At least two (2) base colors and three (3) accent colors/materials shall be used for MF-24 Buildings constructed within the Property. The combination of base colors and accent colors/materials shall be used in a manner that creates a

minimum of 4 (four) unique combinations of base colors and accent colors/materials ("Building Schemes") throughout the Property.

i. If two (2) distinct MF-24 product types are constructed within the Property, for example townhouse style unit and traditional stacked "garden" style units, then a minimum of two (2) different Building Schemes shall be used for each product type.

ii. Townhouse style apartment units are encouraged to appear cohesive in design while the design of the individual units should give the appearance of individual townhouses being adjacent to one another; this may be done through a combination of varied roof heights and styles, building massing and undulation and base and accent color articulation.

d. Private outdoor open space is that portion of the unit devoted to outdoor recreational use by the individual resident(s) of the unit or lot. This area is provided in addition to the recreational open space. Private outdoor open space shall be provided in the form of private yards, patios, or balconies. The minimum length and the minimum width of patios and balconies shall be six (6) feet for a minimum of 80% of the units on the site. The minimum length and the minimum width of patios and balconies may be reduced to five (5) feet for a maximum of 20% of the units on the site. The minimum square footage of patios and balconies shall be sixty (60) square feet for a minimum of 80% of the units on the site. The minimum square footage of patios and balconies may be reduced to fifty-five (55) square feet for a maximum of 20% of the units on the site.

e. Projections on MF-24 Buildings including balconies (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two (2) feet. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are four (4) feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent public sidewalk, shall be permitted to encroach into the front and street side setbacks by not more than five (5) feet.

Additional Architecture and Design Standards Applicable to All Development within the Property

15. All residential buildings and buildings housing amenities constructed within the Property shall incorporate four-sided architecture.
16. The color palates for all structures within the Property shall incorporate a variety colors and not simply shades of grays/browns
17. The roof heights of all residential buildings constructed within the Property shall be varied.
18. Unfenced ground floor facades facing north and east, adjacent to the exterior roadways, shall not extend for more than thirty (30) feet without being interrupted by a change in color, material, texture, or an architectural feature such as, but not limited to, a window, shade awning, or pop-out.
19. Architecture Elements on multi-story residential buildings shall include all of the following features:
    - Articulated parapet line including variation in height
    - Expressed window heads and sills
    - Variety of Reglet stucco patterning (horizontal and vertical)
    - Flat metal shading elements and awnings
    - Pitched standing seam metal roofs at lower building projections
    - Variety in window articulation
    - Stepped cornice detailing
    - Celebrated entries
    - Complementary color palette
    - Metal accent detailing where appropriate

Connectivity

20. Pedestrian access shall be provided to the Bullard Wash, to Yuma Road and to Bullard Avenue to create a pedestrian oriented experience. To provide the access, all of the following shall be provided:
    a. A minimum of four (4) pedestrian connections providing access from the Property to the Bullard Wash East Trail (described below) shall be provided.
    b. A minimum of ten (10) pedestrian connections providing access from the Property to the sidewalks along Yuma Road shall be provided.

i. A minimum of three (3) of the ten (10) required pedestrian connections shall contain structurally shaded seating areas; these structurally shaded seating areas may be constructed within the landscape setback.

c. A minimum of six (6) pedestrian connections providing access from the Property to Bullard Avenue shall be provided.
    i. A minimum of four (4) of the six (6) required pedestrian connections shall contain structurally shaded seating areas; these structurally shaded seating areas may be constructed within the landscape setback.

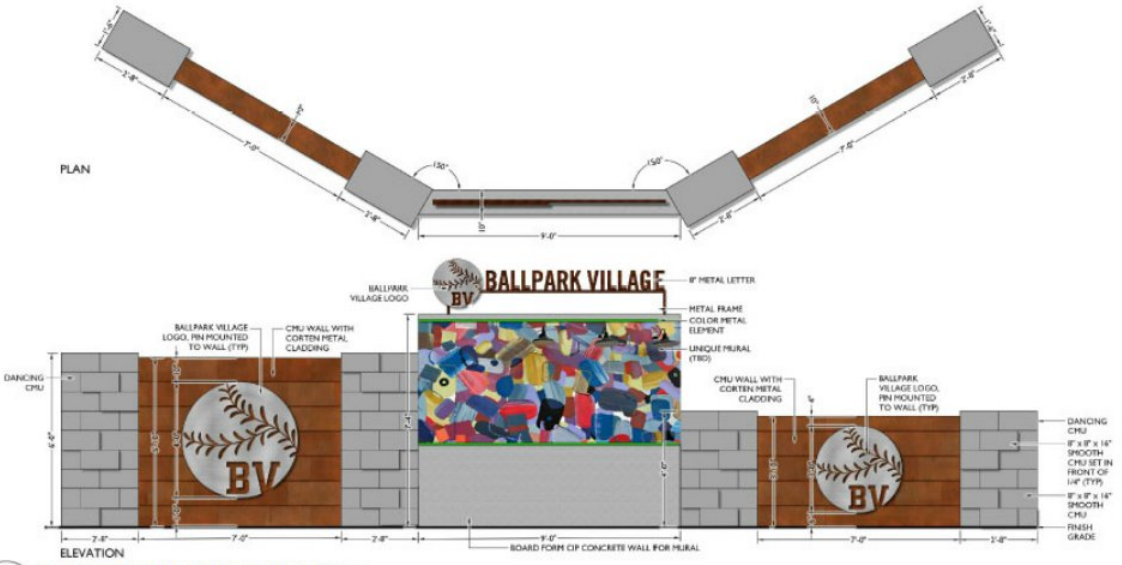
21. Pedestrian access directly from residential units to Yuma Road, Bullard Avenue, and the Bullard Wash East Trail is encouraged where possible.
22. A trail shall be constructed on the city's Bullard Wash property adjacent to Anton at Ballpark Village.
    a. The property owner shall construct the segment of the Bullard Wash East Trail within the section of the Bullard Wash Property located adjacent to Anton Ballpark Village (the "Ballpark Village Trail Segment").
    b. The trail will include a 10 to 12-foot unpaved compacted decomposed granite (DG) path in a location to be determined during the site plan process that extends from the Yuma Road sidewalk to the Bullard Avenue sidewalk.
    c. Construction of the trail will be coordinated with the Parks and Recreation Department and the city will maintain the path once constructed after the warranty period is complete.
    d. Applicant shall build the Ballpark Village Trail Segment to the City's trail design standard unless otherwise approved by the Director of the City of Goodyear Parks and Recreation Department or his/her designee.
    e. Prior to the commencement of the segment of the Ballpark Village Trail Segment, the City and the Applicant shall mutually agree on indemnifications, licenses, and insurance requirements, which agreements shall not be unreasonably delayed, withheld, or denied.
    f. The Ballpark Village Trail Segment shall be substantially completed, as determined by the City Engineer or his/her in his/her sole discretion, prior to the issuance of any final certificate of occupancy for any structure located west of the City's water campus site between Yuma Road and Bullard Avenue.

Amenities

23. To satisfy the requirements of Section 3-5-5 of the Goodyear Zoning Ordinance, all of the following amenities shall be provided:
    - Minimum 8,000 square foot (including outdoor covered patios) clubhouse/leasing office (may be located in separate buildings)
    - Minimum of two (2) Resort-style pools
    - Shaded seating areas
    - Dog park
    - Fitness center (may be located in clubhouse)
    - Outdoor barbeque area
    - Tot lot
    - Turf area(s)
    - The connectivity amenities discussed above
    - The Ballpark Village Trail as described above

Ballpark Village Gateway Monument

24. A Ballpark Village Gateway Monument sign shall be placed at the southwest corner of Bullard Avenue and Yuma Road. The monument shall be constructed substantially to the following graphic or as otherwise determined by the Zoning Administrator to account for site conditions while still matching Gateway monuments constructed within the Ballpark Village region:



1 PRIMARY REGIONAL MONUMENT

Scale: 1/2" = 1'-0"

ORDINANCE NO. 2022-1530

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 30.32 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BULLARD AVENUE AND YUMA ROAD TO BE KNOWN AS ANTON AT BALLPARK VILLAGE; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, this property subject to this Ordinance consists of approximately 30.32 acres and is located at the southwest corner of Bullard Avenue and Yuma and is known as Anton at Ballpark Village as more particularly described in that certain document titled “Legal Description,” which document was declared public record by Resolution No. 2022-2217, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”); and

WHEREAS, on December 4, 2006, the City Council conditionally approved the zoning for the City Center Airpark Planned Area Development (PAD), which had approximately 412 acres of Commercial and Industrial Uses, with the adoption of Ordinance No. 06-1054; and,

WHEREAS, the approximately 30.32 acres known as Anton at Ballpark Village is within a portion of the aforementioned 412 acres zoned as Planned Area Development by Ordinance No. 06-1054; and,

WHEREAS, the 30.32-acre site has an underlying land use of Commercial and Industrial; and,

WHEREAS, the General Plan Land Use Plan shows the Property designated as ‘Business and Commerce’; and,

WHEREAS, this request intends to replace the Commercial and Industrial uses on this property with MF-24 (Multi-Family) subject to modified Development Regulations as established with the “Anton at Ballpark Village Development Regulations MF-24 with PAD Overlay (March 2022)” which document was declared public record by Resolution No. 2022-2217; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a garden-style, townhouse style and cottage style multi-family residential project; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on December 16, 2021 and signs advertising the Neighborhood Meeting was posted to the site on December 20, 2021; and,

WHEREAS, the neighborhood meeting took place, in-person, on January 11, 2022 and no opposition was received; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on March 16, 2022, appeared in the Arizona Republic Southwest Valley edition on February 25, 2022 and postcards were mailed to adjoining

owners on February 17, 2021 and signs on the site were updated on February 18, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on March 16, 2021, and at that meeting the Commission voted (7-0) 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 March 28, 2022 appeared in the Arizona Republic Southwest Valley Edition February 25, 2022; postcards were mailed to adjoining owners on February 17, 2022; and signs on the site were updated on February 18, 2022 to notify residents of the scheduled public hearing; 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 interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2022-1530 applies to approximately 30.32 acres located at the southwest corner of Bullard Avenue and Yuma and legally described in that certain document titled “Legal Description,” which document was declared public record by Resolution No. 2022-2217, and which is referred to and made a part hereof as if fully set forth in this Ordinance (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 rezoned to the Planned Area Development (PAD) Zoning District with an underlying zoning district of MF-24 with a Planned Area Development Overlay by the adoption herein of that certain document titled “Anton at Ballpark Village Development Regulations MF-24 with PAD Overlay (March 2022)” which document was declared public record by Resolution No. 2022-2217, and which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 4. STIPULATIONS

The rezoning of the Property is subject to the following stipulations and conditions:

1. The Property shall be developed in accordance with the requirements of the City of Goodyear Zoning Ordinance as it may

be amended from time to time applicable to the Multi-Family Residential Zoning District MF-24, except as modified by the Anton at Ballpark Village Development Regulations MF-24 with PAD Overlay (March 2022), which document was declared public record by Resolution No. 2022-2217, and which is hereby referred to and made a part hereof as if fully set forth in this Ordinance and except as modified the stipulations set forth herein; and

2. Approval of the rezoning 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

3. All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include the following disclosures:
   a. The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
   b. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and
   c. The Property is subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, ballpark/sports complexes and the like; and
   d. The Property is subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; and
   e. The Property shall disclose that the Property is subject to road closures and community events on adjacent public rights-of-way and open spaces.

   All final plats and minor land divisions subdividing all or part of the Property shall include notes setting forth the foregoing requirements; and

4. Signage shall be posted within all sales and rental office offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

5. Owner, if they own them, shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to all of the property rezoned by Ordinance 2021-1530 and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any Final Plat or the issuance of any construction permits for work within the Property, whichever is earlier; and

6. Owner shall, at no cost to the city, design and construct full half-street improvements for south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma Road Improvements"). If the Yuma Road Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a payment for the costs incurred in the design and construction of the Yuma Road Improvements or the City Engineer's estimated costs of the Yuma Road Improvements if not completed (the "Yuma Road Cost Recovery Payment"). If owed, the Yuma Road Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Yuma Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council; and

7. Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

8. Owner shall design and construct full half-street improvements required for a modified Major Arterial Road for the west half of S. Bullard Avenue within the existing S. Bullard Avenue alignment along the frontage of Parcel 500-070-08G & Parcel 500-070-08F, which shall include but not limited to: paving consisting of a minimum 5.5-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Bullard Avenue Middle Improvements"); and

9. Owner shall design and construct full half-street improvements required for a modified Major Arterial Road for the west half of S. Bullard Avenue within the existing S. Bullard Avenue alignment required for a modified Major Arterial Road along their frontage, which shall include but not limited to: paving consisting of a minimum 5.5-foot bike lane and two 12-foot travel lanes, bus bay, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Bullard Avenue Improvements"); and

10. If the construction of any Bullard Avenue street improvements requires cutting into the median, Owner shall salvage all median trees, and any other plant material identified, that need to be removed from the median for the construction. The trees and plants to be salvaged will be coordinated with the Parks Department, and other staff as needed, and shall be transplanted by the Owner to the section of Bullard Avenue adjacent to the Spring Training Development Complexes, or any other city-owned property, as directed by the Parks Director or his/her designee, and the Development Services Director or his/her designee;

11. Owner is responsible for a proportionate share of the costs of traffic signals at the intersection identified below. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier. The in-lieu payment shall be based on 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. The Property Owner's traffic signal obligations include, but may not be limited to:

    a. 25% of the cost of the full traffic signal (all four legs) at Yuma Road and Bullard Avenue;

    and

12. In addition to being responsible for a proportionate share of the cost of a full traffic signal (all four legs) at the intersection(s) identified above, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection were two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and

13. Owner shall, at Owner's sole cost, design and construct the Ballpark Village Trail Segment in accordance with the requirements set forth in the Anton at Ballpark Village Development Regulations MF-24 with PAD Overlay (March 2022), which document was declared public record by Resolution No. 2022-2217, and which is hereby referred to and made a part hereof as if fully set forth in this Ordinance. The Ballpark Village Trail Segment shall be substantially completed, as determined by the City Engineer or his/her in his/her sole discretion, prior to the issuance of any final certificate of occupancy for any structure located west of the City's water campus site between Yuma Road and Bullard Avenue; and

14. Owner shall pay an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge. The in-lieu payment required herein shall be paid prior to the issuance of the first civil construction permit for any work within the Property. The in-lieu payment shall be based on the actual cost of the Yuma Road

Bridge if it has been constructed by others, or if the payment is required before the Yuma Road Bridge has been constructed, it shall be based on the estimated cost of the Yuma Road Bridge as determined by the City Engineer or designee. Yuma Road Bridge is defined as a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development; and

15. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the City, all infrastructure improvements identified by the City as being needed to provide water and sewer services to the Property and all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction; and

16. Owner shall dedicate, at no cost to the city, all right of way needed for public streets and all easements, within and outside the boundaries of the Property, 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 property within the City of Goodyear, 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; (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 public infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for the 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 to be dedicated 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 or by a written consent of the City Engineer or his/her designee, all dedications shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property; prior to the issuance of any permit for work within the

Property; or when requested by the City Engineer or his/her designee, whichever is earlier; and

17. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or is to be constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement herein shall be paid prior to or concurrent with the recordation of a final plat triggering Owner's obligation to design and construct the infrastructure improvements; and

SECTION 5. ABRIDGMENT 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 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. 21-18," declared a public record by Resolution 2022-2217, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

The Zoning Administrator, 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 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.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

Any person who violates and 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

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Aerial Exhibit
Anton at Ballpark Village
Case No. 20-200-00018



ANTON
AT
BALLPARK VILLAGE

SOUTHWEST CORNER OF BULLARD AND YUMA

REZONING FROM PAD TO MF-24 WITH PAD OVERLAY
PROJECT NARRATIVE

CASE #21-200-00018

SUBMITTED: FEBRUARY 18, 2022

PREPARED BY:

BEUS GILBERT MCGRODER PLLC

701 N. 44TH STREET, PHOENIX, ARIZONA 85008

ANDY JOCHUMS, PLANNING CONSULTANT

480-429-3063 -- AJOCHUMS@BEUSGILBERT.COM

Request

The subject property is located at the southwest corner of Yuma Road and Bullard Avenue and generally consists of approximately 30.32 net (36.58 gross) acres *(See Exhibit A, Aerial Vicinity Map, and Exhibit B, Aerial Parcel Map).* The property is currently zoned as part of the City Center Airpark PAD with designations for Community Commercial and Light Industrial land uses (*See Exhibit D, Existing Zoning*).

This request for the Anton at Ballpark Village development seeks to remove the property from the City Center Airpark PAD and separately rezone it for Multi-Family Residential (MF-24) as a stand-alone project, with a Planned Area Development Overlay.

Property Overview

Adjacent to the site to the west is the Bullard Wash, a 300' wide drainageway and potential future greenspace/linear park. To the north across Yuma Road are employment land uses. To the south and east across Bullard Avenue is vacant property for future employment uses with the Phoenix Goodyear Airport beyond. The site wraps around an existing City of Goodyear water facility.

Plan Conformance

The Goodyear 2025 General Plan designates the property with the Business and Commerce land use category. (*See Exhibit C, General Plan Land Use Plan*). Pursuant to the Land Use – Zoning Correlation list found on page 134 of the General Plan, the Business and Commerce land use category allows for multi-family zoning. The current request proposes a minimum density of 16 units per acre; therefore, the request is in compliance with the Goodyear 2025 General Plan land use map.

A few of the Goals, Objectives, and Standards within the General Plan that support rezoning of the property for the Ballpark Village multi-family community are listed below:

Goal GD-1 - Physical Growth and Development

A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

Objective CC-5-1 – Land Use

Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

Objective CC-1-1 – Neighborhoods

Create and foster complete neighborhoods.

Objective CC-1-3 – Neighborhoods

Foster the creation and maintenance of attractive, high quality neighborhoods.

Goal CC-2 – Community and Cultural Development

A diverse stock of high quality housing that meets the needs of all residents.

Objective CC-2-1 – Housing

Provide diverse and quality housing products.

Policy B *Promote higher residential densities near and within the City Center, along the McDowell Road/Interstate 10 commercial corridor, the future Loop 303 corridor south of I-10, and near transit stations.*

Land Use and Transportation Plan Development Standards

Standard 1 - Universal Development Standards

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.

Standard 8 – Universal Development Standards

New residential uses shall not be approved within the 65 DNL (Day-night Noise Level) or greater noise contours and the accident potential zones surrounding Luke Air Force Base. New residential uses within the 65 DNL or greater noise contours surrounding Phoenix-Goodyear Airport shall require additional review and noise attenuation

Standard 41 – Business and Commerce Development Standards

High Density (e.g., multi-family) residential development is permitted in the Business & Commerce category when located adjacent to a community or regional park, open space area, single family residential, commercial area or used as a buffer between the Neighborhoods category and Business & Commerce category. Circulation and access to necessary amenities such as schools and grocery stores, and compatibility with surrounding existing and planned uses shall be taken into account when considering this type of use in the Business & Commerce category.

Development Plan

Anton at Ballpark Village is a unique multi-family development that proposes a variety housing types and living opportunities in one comprehensive project, thereby creating a true residential village. Overall, the proposal includes 490 residential units for a density of 16.16 units per acre.

As proposed in the conceptual site plan (*See Exhibit E, Site Plan*), density and intensity of the project will transition from east to west. On the eastern approximate 12 acres, the housing type will be traditional stacked "garden" style apartments in buildings ranging from 2 and 3 stories in height with some buildings including "tuck-under" garages. In the middle approximate 8 acres, the housing type will be townhome style apartments in 2 to 3 story buildings with each unit having an attached two-car or single-car garage and a private entrance. On the northwestern and westernmost approximate 10 acres, the housing type will be cottage "single-family rental" style apartments with 1 and 2 story buildings containing detached and semi-detached homes. Each one, two, and three-bedroom home offers a small private backyard, similar to a single-family home. Some of these homes will include attached single-car garages, while most include detached covered parking. There are also 17 studio homes located above the garages, each with a small balcony for private outdoor space.

Regardless of housing type, all residential buildings within Anton at Ballpark Village are grouped to create intimate walkways and courtyards with shared open space to support healthy neighborhood interaction. There will be two main communal areas (east and west) for active recreation each consisting of community swimming pool and spa, fitness space and indoor and outdoor community area. Smaller amenities and turf areas will be provided throughout the community for additional activities.

Permitted Uses

Primary and Accessory uses on the property shall be those permitted within the MF-24 district.

Development Standards/Design Guidelines

Development standards and Design Guidelines shall be those of the MF-24 district with the following deviations.

Minimum Density

The minimum net residential density of the Anton at Ballpark Village development shall be sixteen (16) units per acre.

Requirement for Use of MF-12 Design Guidelines:

For a housing type that consists of detached single dwelling units or no more than three (3) attached residential dwelling units with an overall maximum density of 12 units per acre, the Additional MF-12 Zoning District Guidelines, as outlined in Chapter 3, Section 4 of the City of Goodyear Design Guidelines, shall be utilized.

If the housing type is generally consistent with the MF-12 standards and as required above utilizes the Additional MF-12 Zoning District Guidelines, then the following deviations will be permitted from the standards and guidelines:

Requirement for Use of MF-12 Design Guidelines: (CONTINUED)

Reduction in Building Separation Along Perimeter:

A portion of the project applicable to the MF-12 Design Guidelines shall provide a minimum of 15 foot building separation for perimeter dwelling units along the exterior roadways of Yuma Road and Bullard Avenue; however the minimum separation for buildings along the Bullard Wash perimeter may be reduced to be 10 foot minimum.

In justification for the reduced building separation along the Bullard Wash perimeter, the applicable dwelling units will have a minimum depth of 20 feet along with view fencing adjacent to the Bullard Wash and trail to be constructed by the Anton at Ballpark Village developer. Additionally, each yard along Bullard Wash will be planted with at least one (1) shade tree to provide additional visual interest.

Reductions in Private Outdoor Space:

In a portion of the project applicable to the MF-12 Design Guidelines, private yards of dwelling units that are not along the perimeter of the property shall be permitted a reduction in Private Outdoor Space from a minimum of 200 square feet to a minimum of 150 square feet. If studio units with less than 600 square feet livable are included, the studio unit shall be permitted to have a minimum 40 square feet of private outdoor space, with a minimum width or depth of 5 feet.

It is expected that development of this property, in accordance with the requirements outlined in this narrative, will provide common open space, in excess of the normal required minimum, including developing a walking trail on the City owned Bullard Wash. A 25% square foot reduction of minimum private open space on some of the dwellings, still leaves them with a usable private yard of roughly eight (8) feet by twenty (20) feet, which is offset by common open space activities and opportunities. For those studio units, it is expected that they will be occupied by single residents. Given their limited occupancy, the reduced private open space is commensurate with that reduced occupancy. This will not negatively affect them as like all the other residents, they too will have an abundance of common open space to utilize.

Private Yards within West Side 20' Setback:

If the adjacent housing type along the west property line (along Bullard Wash) is consistent with the MF-12 standards and as required above utilizes the Additional MF-12 Zoning District Guidelines, then the required 20' side setback of the MF-24 Zoning District may be contained (all or a portion of) within a landscaped fenced private yard so long as the private fenced yard is a minimum of 200 square feet.

Use of the required side or rear setback as fenced private yards is justified as it is a traditional element of the MF-12 development and as such is part of the cottage style apartments proposed herein. Because this west boundary is along the

Bullard Wash, there will be no directly adjacent vertical development except for recreational amenities and public open space. Incorporating some private yards via view fencing in this area will form a formal separation between the public space of the wash and the private space of the multi-family community, while still allowing for visual surveillance and integration of the private and public spaces. Fencing shall be a combination of view fence and view walls along the entire Bullard Wash frontage which shall have a minimum of 2' of view fencing on top of a maximum of 4' of Concrete Masonry Unit (CMU) (or equivalent) block wall.

Zero Foot (0') Internal Setback:

If a future property line is provided internal to the Anton at Ballpark Village project, thereby splitting the overall project into two or more parcels, a setback requirement from that internal property line shall not be required, provided any applicable building/fire code requirements are met on structures adjacent to that property line.

As this property develops, it is expected that it will contain a mix of multi-family housing types as illustrated on the conceptual site plan. In the future, it might be necessary to split the property into one or more parcels by housing type for management purpose or to allow for individual ownership of the dwelling units. By allowing for zero foot setbacks along any internal property lines, subject to building/fire codes, will allow this division to take place with no impact on the external property lines.

Tandem Parking:

Off-street parking and loading shall comply with Goodyear Zoning Ordinance Article 6, except that tandem parking may be provided on site with the following standards:

- Each of the two (2) parking spaces within each tandem parking space shall be reserved to the same dwelling unit.

- A Parking Plan addressing parking management shall be submitted and approved with the Site Plan. All parking shall adhere to the approved Parking Plan.

By allowing for tandem parking wherein space for a vehicle is provided in a garage and then another space is provided outside that garage on the driveway/apron, there are opportunities to reduce impervious surfacing which support more open space and allows for greater density use of the property.

Reduction in Size and Depth of Private Outdoor Space:

Pursuant to Article 3-2-5(Table 3-2-5), each MF-24 residential unit is required to have a dedicated private outdoor open space in the form of a yard, patio, or balcony with a minimum aggregate overall size of 60 square feet. Within Anton at Ballpark Village, the minimum aggregate overall size of the yard, patio, or balcony may be reduced below 60 square feet to a minimum of 55 square feet. This reduction shall only be allowed on no more than 20% of the applicable dwelling units within the project; which shall be clearly demonstrated on the Site Plan.

This deviation, to allow five (5) square foot less in some balconies will allow for more diversity in the building elevations by affording the architect the ability to vary the depth of the exterior wall planes of the taller two and three story buildings As discussed elsewhere in this narrative, additional common open space and recreation amenities will be provided, including improvements of a trail in the City owned Bullard wash to offset this minimum reduction in private outdoor space.

Reduction in Depth of Private Outdoor Space:

Pursuant to Article 3-2-5(B)(b), each MF-24 residential unit is required to have a dedicated private outdoor open space in the form of a yard, patio, or balcony with a minimum length and width/depth of six (6) feet. Within Anton at Ballpark Village, the minimum depth of the yard, patio, or balcony may be reduced below six (6) foot to a minimum of five (5) feet, only if the width is increased commensurate so as to provide a minimum of 60 square feet (or 55 square feet as allowed above). This reduction shall only be allowed on no more than 20% of applicable the dwelling units within the project; which shall be clearly demonstrated on the Site Plan.

This deviation to allow up to one (1) foot less in depth of some balconies will allow for more diversity in the building elevations by affording the architect the ability to vary the depth of the exterior wall planes of the taller two and three story buildings. This in turn will produce buildings with less uniformity and sameness.

Minimum Sidewalk Width:

The minimum width of private sidewalks within Anton at Ballpark Village shall be four (4) feet. As part of the Site Plan review, the applicant shall demonstrate to the satisfaction of the City that sidewalks of this reduced width occur in areas with limited pedestrian traffic and do not affect ADA requirements.

A multi-family community made up of numerous buildings and amenities on over 30 net acres, such as that proposed for Anton at Ballpark Village, is crisscrossed by various sidewalks linking all those buildings and amenities to one another. By the nature of the design and layout, some sidewalks will only serve one or a few residential buildings and will carry limited pedestrian traffic. A reduction in sidewalk width, even a minimal one such as that proposed, allows for a reduction in impervious surfaces with a commensurate increase in landscape areas reducing the “heat island” effect. As part of the above language, the developer still has to demonstrate to the satisfaction of City staff that the reduced width from five (5) minimum to four (4) foot minimum is only in locations with limited pedestrian traffic and does not affect compliance with accessible pathways for ADA requirements.

Setback Encroachment:

Projections on MF-24 buildings including balconies (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two (2) feet. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are less than four (4) feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to

the adjacent roadway/sidewalks, shall be permitted to encroach into the front and street side setbacks by not more than five (5) feet.

Limited encroachments allow for greater flexibility in building design and allows for more variety in the elevations that face out to the public roadways without unnecessary limiting the frontage landscape. Additionally, the encroachment at the ground floor will require a pedestrian connectivity element and provide for units to engage with the streetscape.

Bullard Wash East Trail:

In order to justify the smaller outdoor spaces, and to provide a beneficial amenity for residents, the developer of Anton Ballpark Village ("applicant") agrees to construct the segment of the Bullard Wash East Trail adjacent to Anton Ballpark Village before the City begins construction on the remainder of the Bullard Wash East Trail (the "Ballpark Village Trail Segment"). The trail will include a 10 to 12-foot unpaved compacted decomposed granite (DG) path on the ridge of the wash. The segment will connect from the Yuma Road sidewalk to the Bullard Avenue sidewalk. Construction of the trail will be coordinated with the Parks and Recreation Department. The city will maintain the path once constructed. Applicant shall build the Ballpark Village Trail Segment to the City's trail design standards. Applicant shall not be required to go through any public bidding process or use licensed professional(s) or contractor(s) pre-approved by the City, but rather the Applicant shall be allowed to select its own licensed professional(s) and contractor(s). Prior to the commencement of the segment of the Ballpark Village Trail Segment, the City and the Applicant shall mutually agree on indemnifications, licenses, and insurance requirements, which agreements shall not be unreasonably delayed, withheld, or denied. Applicant agrees to complete construction of the Ballpark Village Trail Segment prior to receiving a final certificate of occupancy on the final phase of construction.

Building Product Design Standards:

For residential product utilizing the MF-12 Design Guidelines-

- In instances where a floor plan (building) is utilized less than ten (10) times within the overall project or a maximum of 15% of the MF-12 floor plans (buildings) offered, whichever is less, only one (1) elevation style and two (2) color schemes per style shall be allowed in lieu of the normally required three (3) elevation styles and three (3) color schemes. Under no circumstance shall a floor plan (building) be placed directly adjacent to or within two (2) buildings of the same floor plan (building) with the same elevation style or same color scheme.

- Buildings shall include color schemes that add visual interest and variation to buildings on the site.

- The main body color(s) for the individual homes (residential structures) shall be distinctly different from one another and will not simply utilize varying shades of grey or varying shades of tan to accomplish the three (3) unique colors.

For residential product utilizing the MF-12 Design Guidelines- (CONTINUED)

- The accent colors/shades utilized on the individual homes (residential structures) shall add vibrancy to the base color of the home and not simply be a darker, lighter or muted shades/colors/version of the primary homes base color.

- The upper portions of the structure are visible above the perimeter wall height, shall utilize different colors for the trim, facia, siding, recessed features, shutters, pop-outs, etc. compared to the main body color of the home (residential structure) in order to add to the uniqueness and street character of the project.

For residential product utilizing the MF-24 Design Guidelines-

- Residential units which front Yuma Road or Bullard Avenue, shall be pedestrian oriented and include pedestrian gates, walkways, paseos and views into the development. Special design attention and detail should be placed on residential units located near Bullard Avenue and Yuma Road from a street and layout perspective.
    - Provide convenience access for pedestrians to walk from their units to the public sidewalk.
    - Buildings and patios should be utilized as the primary means of securing the site.
        - No walls, and/or view fencing is highly encouraged along Bullard Avenue and Yuma Road. Solid walls for private backyard space may be appropriate for certain units along Yuma Road.
    - Parking shall be predominantly located behind residential buildings and not adjacent to Yuma Road, Bullard Avenue or Bullard Wash unless integrated creatively within the residential structures.
    - The preference is for units to face towards Bullard Avenue and Yuma Road when adjacent to those roadways.
    - Ground floor patios, adjacent to Yuma Road and Bullard Avenue, are encouraged to have gates and paths which make direct access to the public sidewalks along those roadways.
    - Each building shall provide a minimum of one (1) pedestrian connection from the building to the adjacent public sidewalk.

- At least two (2) base colors and three (3) accent colors/materials shall be used throughout the site. The combination of base colors and accent colors/materials shall be used in a manner which creates a minimum of 4 (four) unique building schemes throughout the site.

For residential product utilizing the MF-24 Design Guidelines- (CONTINUED)

- If two distinct MF-24 product types are to be utilized across the site, for example townhouse style unit and traditional stacked "garden" style units, then a minimum of two (2) of those unique building schemes shall be utilized within each product type.
- Townhouse style apartment units are encouraged to appear cohesive in design while the design of the individual units should give the appearance of individual townhouses being adjacent to one another; this may be done through a combination of varied roof heights and styles, building massing and undulation and base and accent color articulation.

- The buildings will have color palates that incorporate a variety colors and not simply shades of grays/browns.

- A variation in roof height is required.

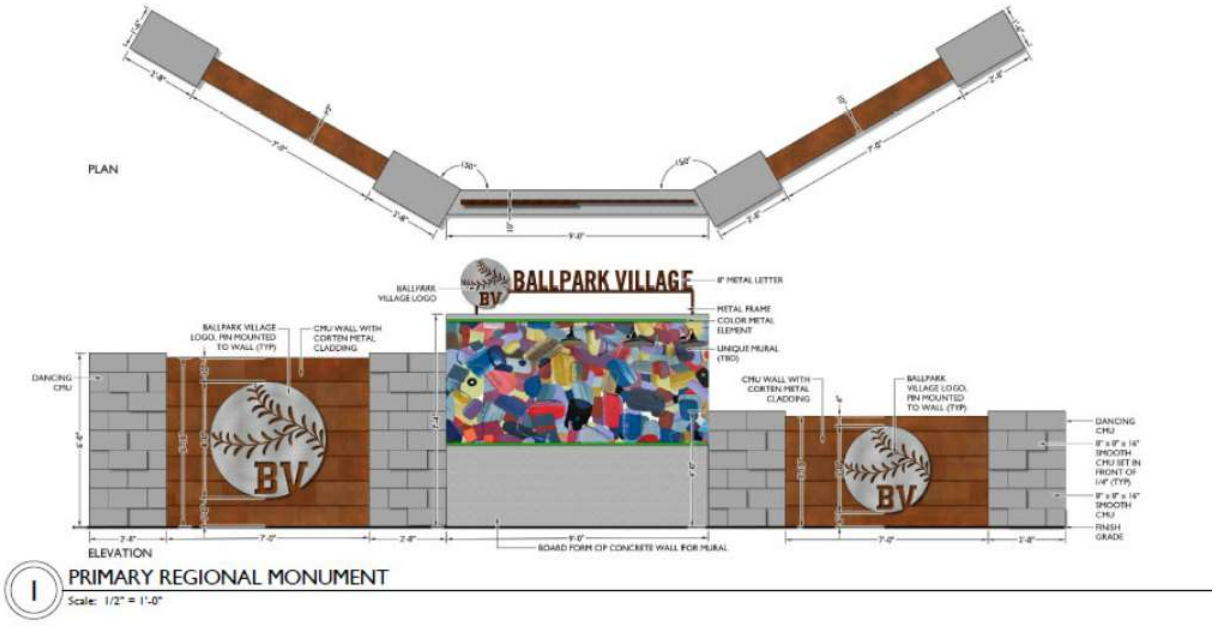
<u>General Design and Layout Considerations:</u>

- A minimum of four (4) pedestrian connections shall be made to the Bullard Wash East Trail.
- A minimum of ten (10) pedestrian connections shall be made to Yuma Road.
- A minimum of three (3) of which shall contain a concrete sidewalk and shaded seating area. If shade is provided by a structure, it may be constructed within the landscape setback. A minimum of six (6) pedestrian connections shall be made to Bullard Avenue.
    - A minimum of four (4) of which shall contain a concrete and shaded seating area. If shade is provided by a structure, it may be constructed within the landscape setback.
- Pedestrian access shall be provided to the Bullard Wash, to Yuma Road and to Bullard Avenue to create a pedestrian oriented experience. Pedestrian access direct from residential units to Bullard Avenue is encouraged where possible.
- If a perimeter wall is constructed along the boundaries of the property, it shall be cohesive between all residential product types and compliment the overall themes established within the Ballpark Village area including materials and color
- Views into the development are encouraged. If a perimeter wall is constructed along the boundaries of the property, it shall be a combination of view fence and solid fence with view fencing equal to the equivalent of a minimum of two (2) feet of view fence along the top of the wall except where trash enclosures, parking, utilities and mechanical equipment need to be screened or additional buffering is necessary due to the proximity of traffic on Bullard Avenue or Yuma Road.

- Pedestrian connections through the parking lot or drive aisles shall be clearly marked with enhanced paving such as pavers, colored concrete or other approved material.

Ballpark Village Gateway Monument:

A Ballpark Village Gateway Monument sign shall be placed at the southwest corner of Bullard Avenue and Yuma Road. The monument shall be constructed substantially to the following graphic or as otherwise determined by the Zoning Administrator to account for site conditions while still matching Gateway monuments constructed within the Ballpark Village region:



PRIMARY REGIONAL MONUMENT
Scale: 1/2" = 1'-0"

Infrastructure and Utilities

Water:

The Project will be serviced by the City of Goodyear and is located within Zone 2 of the Central Planning Area pressure zone of Goodyear's water service area. The project will connect to an existing 16-inch water main along Bullard Avenue at two locations. Onsite, the project will utilize a private water system that will consist of a 4-inch water main, 8-inch fire main, 3-inch multi-unit service line, and 1.25-inch house connection line.

Per the City of Goodyear Engineering Design Standards and Policies Manual, the average daily flow per multi-family dwelling unit is 256 gallons per day per unit. The average daily demand is 125,440 gpd. With a max daily demand multiplication factor of 1.7, the max daily demand is 213,248 gpd. With a peak hour demand multiplication factor of 2.9, the peak hour demand is 363,776 gpd. The proposed infrastructure will be designed in accordance with the 2016 Integrated Water Master Plan and the 2017 City of Goodyear Engineering Design Standards and Policies Manual.

Sewer:

The project lies within the Goodyear WRF Sewer Basin and will be serviced by the City of Goodyear 157th Avenue Water Reclamation Facility. Per the 2016 Integrated Water Master Plan, the Goodyear WRF treatment plant capacity is 4.0 MGD AADF, and is currently being expanded to 6.0 MGD. Per the City of Goodyear Engineering Design Standards and Policies Manual, the average daily flow and peak daily flow per multi-family dwelling unit is 124 gallons per day per unit and 1000 gallons per day per unit, respectively. The average daily flow for the project is 60,760 gpd and the peak daily flow is 490,000.

The project will connect to an existing 24-inch gravity sewer main along Bullard Avenue at two separate locations. Onsite, the project will utilize a private sanitary sewer collection system that will consist of two separate 8-inch sewer main branches, 4-inch multi-unit sewer service lines, and 4-inch house connection services. The proposed infrastructure will be designed in accordance with the 2016 Integrated Water Master Plan and the 2017 City of Goodyear Engineering Design Standards and Policies Manual.

Drainage:

The project will make offsite drainage improvements to the adjacent project frontage streets. The existing surface basins and scuppers along Bullard Road and will be replaced with underground retention, storm drain and catch basins. Yuma Road half-street improvements are included with the project scope. Underground retention, storm drain and catch basins will be used to capture and retain the Yuma Road half-street 100-year 6-hour runoff volume. In the future, either the City of Goodyear or an adjacent developer will construct Yuma Road Bridge which will convey Bullard Wash discharge. The proposed bridge improvements extend approximately 650 feet east along the Yuma Road project

frontage. The Project intends to start the Yuma Road half-street improvements where the Yuma Road Bridge improvements end. At this point, the grades will match existing.

A portion of the onsite area will discharge into 3 proposed underground storage systems, sized to retain the 100-year 6-hour storm event. The remainder of the onsite area will discharge into 2 underground storage systems, sized to retain the first flush event that will bleed off into Bullard Wash. The onsite runoff will flow into the streets and drain into catch basin and storm drain that will be connected to the underground storage systems. The proposed project will demonstrate compliance with the Drainage Design Manual for Maricopa County, Volumes I and II (DDM) and the City of Goodyear Engineering Design Standards and Policies Manual 2017 (EDS).

Streets:

Street roadway cross sections shall be determined by the Transportation Master Plan and shall conform to the EDS&PM standard street sections. Yuma Road is denoted as a scenic arterial road per COG Std. Detail G-3120 and Bullard Avenue is denoted as a Major Arterial per COG Std. Detail G-3122. As part of the development of this property, applicable modifications to upgrade these streets to meet those standards will be required.

Zoning Ordinance Considerations

Pursuant to Section 1-3-1 D of the Goodyear Zoning Ordinance, zoning map amendments such as this request are to be evaluated for compliance with ten considerations. Below are those consideration and our responses in support of the approval of this request.

a. consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;

As detailed in the "Plan Conformance" section of this narrative, the proposed zoning is in conformance with the General Plan's Land Use designation and in conformance with the development standards contained within the General Plan.

b. suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;

The subject property is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife, and existence of high voltage power lines or other utilities. With historical farming in the region, there are existing irrigation canals that will be either abandoned and removed or placed in underground piping.

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 proposed MF-24 zoning is appropriate on the subject property. As noted above it is consistent with the General Plan.

d. proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;

As noted previously, the existing zoning is Planned Area Development (PAD) that allows for a mix of commercial and industrial. The overall parcel is generally split in half by an existing City of Goodyer water campus. The remaining property layout hinders development with employment uses. Given the proximity to the Bullard Wash, a potential future linear park, development with residential offering direct access to this park will better utilize the City's future monetary investment in that park.

e. demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand;

Demand in Goodyear is very high for quality rental residential, especially such as that proposed with close access to the freeway network as well as the adjacent employment uses. While there is likely vacant land within the City already zoned for multi-family, there is none in this immediate area.

f. demands 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;

Bullard Avenue adjacent to the subject property appears to be fully "built-out"; however, as we work with the City of Goodyear on the site plan, we will discuss any necessary improvements, such as deceleration lanes, which will be the developer's responsibility. Yuma Road will receive significant improvements in vehicular travel lanes and sidewalks. Water and sewer infrastructure is detailed in the engineering reports submitted with this application and again, the developer will install any necessary improvements to service the proposed use detailed in those reports.

As with any new residential, there will be additional school age children present for the public school districts and private charter schools. The Ballpark Village site plan includes a total of 490 units, of which 192 are studio or one bedroom and based on that size should produce no school age children. We have also found that the two bedroom units also tend to produce school age children at a lower ratio than a single family home. With that said, below is the school impact

table using the City's ratios, which for the reasons states above we believe to be elevated given our product type and unit sizes.

School Type	No. of Res. Units	Student Ratio	No. of Students
Elementary (K-8) Avondale ES District	490	0.30 Students/Unit	147
High School Aqua Fria Union HS District	490	0.19 Students/Unit	94
Total	490		241

g. 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 considered infill given that it is directly adjacent and generally surrounded by existing development. Services, such as police, fire, schools, sanitation, are already in the area and servicing this property will not be a burden.

h. general public's concerns;

As a part of this Rezoning application, notice will be sent to all adjacent property owners within 500-feet of the property as well as any HOAs that are within the notice area. School districts, Luke AFB, ADOT, and any other City identified stakeholders will also be noticed. These notices allow for expression of any questions or concerns on the application including a dedicated meeting for outreach. Before public hearings on the request, a detailed summary of this outreach will be provided that will share the results of any concerns and how the applicant addressed them.

i. whether the amendment promotes orderly growth and development; and,

As described in the General Plan Conformance section and in this section, the rezoning of this property for a change in use from commercial and employment to multi-family residential is not adverse to any policies or directives on orderly growth and development.

j. 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

The subject property is located to the northwest of the Phoenix Goodyear Airport. While the subject property is located near the airport, it is located fully outside of any accident potential zones at the ends of the runway and fully outside any aircraft takeoff and approach patterns from the runway. The property is also significantly removed from the 65ldn noise contour. Dwelling construction methods will further reduce potential noise impacts from the Phoenix Goodyear Airport.

Exhibit A

Aerial Vicinity Map



Exhibit B

Aerial Parcel Map

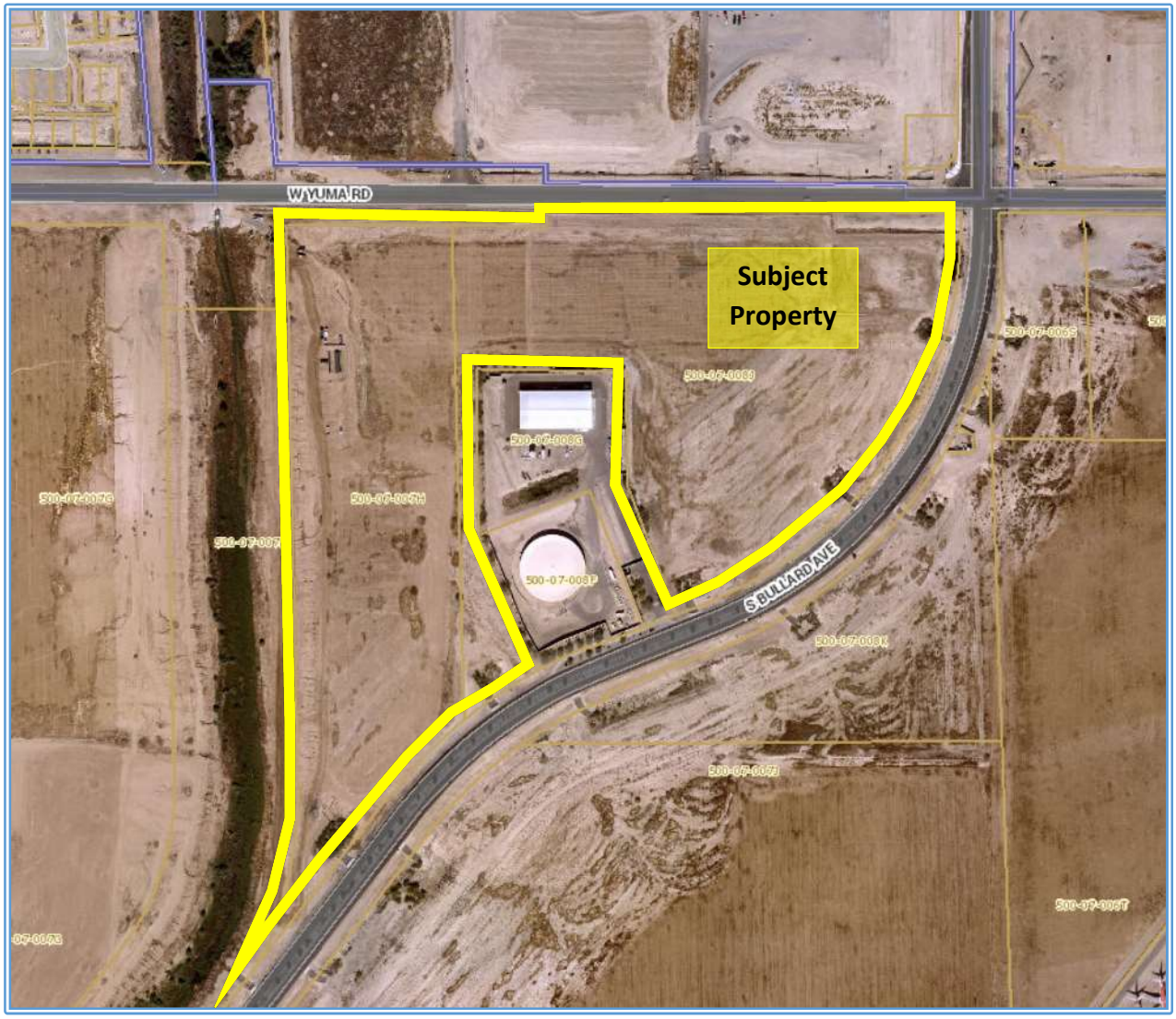


Exhibit C

General Plan Land Use Plan



Exhibit D

Existing Zoning

(City Center Airpark PAD Land Use Plan)

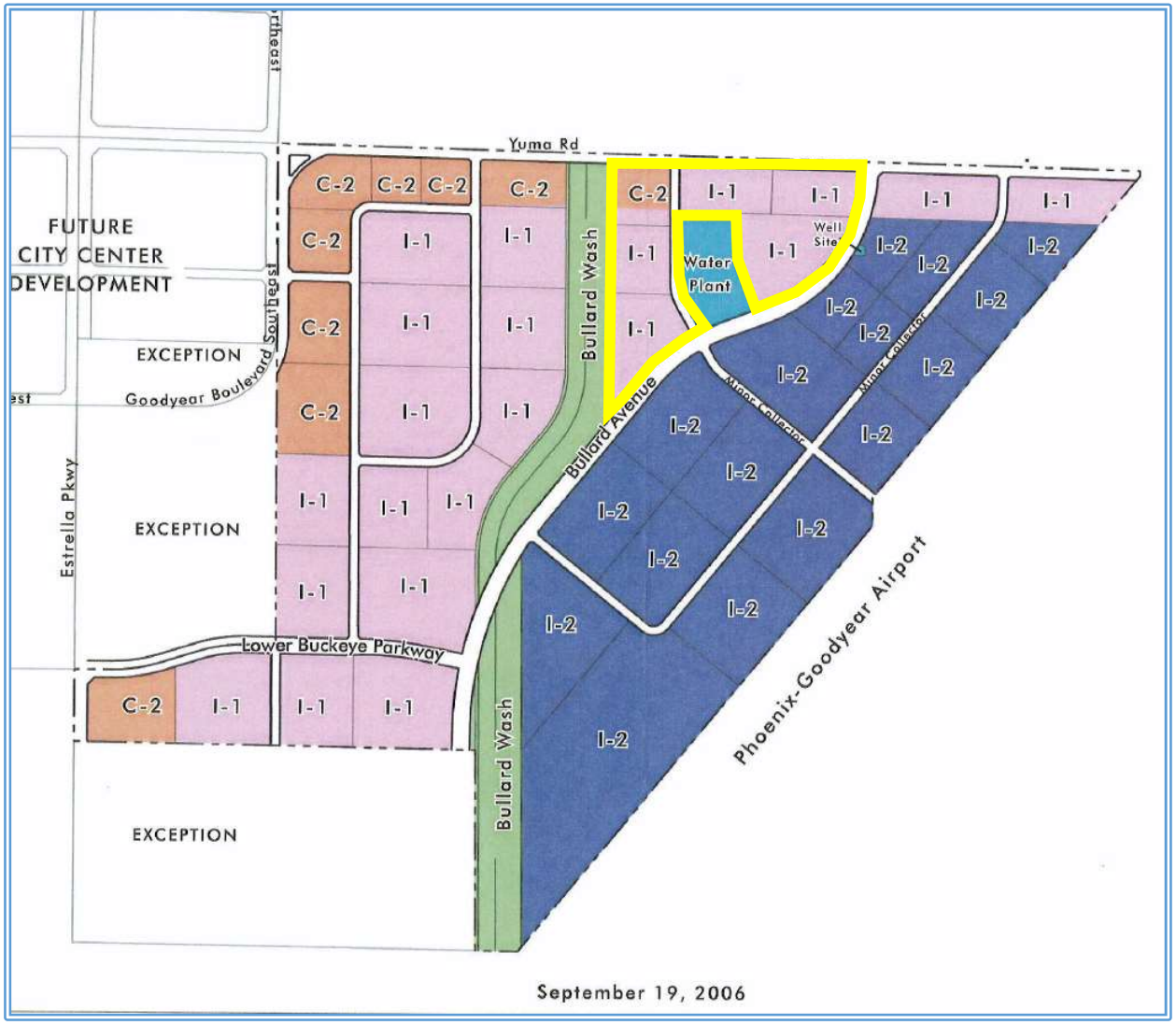
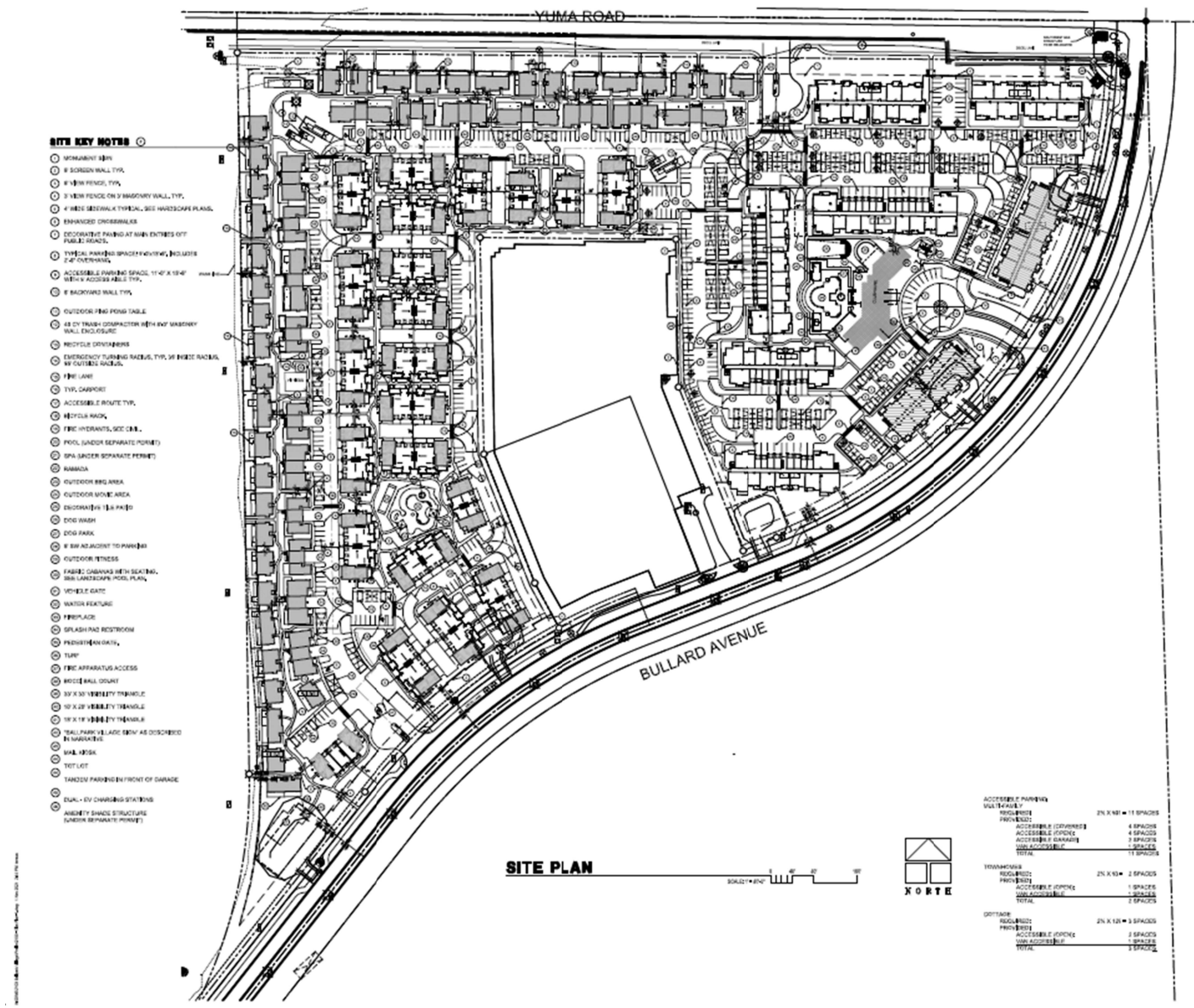


Exhibit E

Ballpark Village

Conceptual Site Plan

(On following page)



SITE KEY NOTES

1. MONUMENT SIGN
2. 6' SCREEN WALL TYP.
3. 6' VIEW FENCE, TYP.
4. 3' VIEW FENCE ON 3' MASONRY WALL, TYP.
5. 4' WIDE SIDEWALK TYPICAL, SEE HARDSCAPE PLANS.
6. ENHANCED CROSSWALKS
7. DECORATIVE PAVING AT MAIN ENTRIES OFF PUBLIC ROADS.
8. TYPICAL PARKING SPACE (7'-6"X19'), INCLUDES 2'-0" OVERHANG.
9. ACCESSIBLE PARKING SPACE, 11'-0" X 19'-0" WITH VAN ACCESSIBLE TYP.
10. 6' BACKYARD WALL TYP.
11. OUTDOOR PING PONG TABLE
12. 40 CY TRASH COMPACTOR WITH 8'-0" MASONRY WALL ENCLOSURE
13. RECYCLE CONTAINERS
14. EMERGENCY TURNING RADIUS, TYP., 35' INSIDE RADIUS, 55' OUTSIDE RADIUS.
15. FIRE LANE
16. CARPORT, TYP.
17. ACCESSIBLE ROUTE TYP.
18. BICYCLE RACK
19. FIRE HYDRANTS, SEE CIVIL.
20. POOL (UNDER SEPARATE PERMIT)
21. SPA (UNDER SEPARATE PERMIT)
22. RAMADA
23. OUTDOOR BBQ AREA
24. OUTDOOR MOVIE AREA
25. DECORATIVE TILE PATIO
26. DOG WASH
27. DOG PARK
28. 6' SW ADJACENT TO PARKING
29. OUTDOOR FITNESS
30. FABRIC CABANAS WITH SEATING, SEE LANDSCAPE POOL PLAN.
31. VEHICLE GATE
32. WATER FEATURE
33. FIREPLACE
34. SPLASH PAD RESTROOM
35. PEDESTRIAN GATE
36. TURF
37. FIRE APPARATUS ACCESS
38. BOCCE BALL COURT
39. 30' X 30' VISIBILITY TRIANGLE
40. 10' X 29' VISIBILITY TRIANGLE
41. 18' X 18' VISIBILITY TRIANGLE
42. "BALLPARK VILLAGE" SIGN AS DESCRIBED IN NARRATIVE
43. MAIL KIOSK
44. TOT LOT
45. TANDEM PARKING IN FRONT OF GARAGE
46. DUAL - EV CHARGING STATIONS
47. AMENITY SHADE STRUCTURE (UNDER SEPARATE PERMIT)

SITE PLAN

SCALE: 1" = 60'-0" (0 60' 120' 180')

NORTE

ACCESSIBLE PARKING
MULTI-FAMILY
REQUIRED: 2% X 491 = 11 SPACES
PROVIDED:
ACCESSIBLE (COVERED): 4 SPACES
ACCESSIBLE (OPEN): 4 SPACES
ACCESSIBLE (GARAGE): 3 SPACES
VAN ACCESSIBLE: 1 SPACES
TOTAL: 11 SPACES

TOWNHOMES
REQUIRED: 2% X 93 = 2 SPACES
PROVIDED:
ACCESSIBLE (OPEN): 1 SPACES
VAN ACCESSIBLE: 1 SPACES
TOTAL: 2 SPACES

COTTAGE
REQUIRED: 2% X 131 = 3 SPACES
PROVIDED:
ACCESSIBLE (OPEN): 2 SPACES
VAN ACCESSIBLE: 1 SPACES
TOTAL: 3 SPACES

DEVELOPMENT DATA:

ADDRESS: BULLARD AVENUE AND YUMA ROAD GOODYEAR, AZ

PARCEL NOTE: APN: 500-67-007R & 008J

GROSS SITE AREA: 36.68 ACRES (1,598,104.8 SQ FT)
NET SITE AREA: 30.52 ACRES (1,330,774.2 SQ FT)

PROPOSED ZONING: MIXED USE PAD OVERLAY
TOTAL NUMBER OF UNITS: 616 UNITS
NET DENSITY PROVIDED: 16.18 DU/ACRE
GROSS DENSITY PROVIDED: 13.61 DU/ACRE

TOTAL PARKING REQUIRED:
492 P.S. + 282 P.S. + 193 P.S. = 911 P.S.
TOTAL PARKING PROVIDED
496 P.S. + 305 P.S. + 193 P.S. = 994 PARKING SPACES

MULTI-FAMILY APARTMENTS
NET PARCEL AREA: 13.22 ACRES (575,815.9 SQ FT)
ONE BEDROOM UNITS: 147 UNITS 54.9%
TWO BEDROOM UNITS: 105 UNITS 39.2%
THREE BEDROOM UNITS: 16 UNITS 7.1%
TOTAL NUMBER OF UNITS: 268 UNITS 100%

PARKING REQUIRED:
1 BEDROOM UNITS: 147 x 1.5 = 221 P.S.
2 BEDROOM UNITS: 105 x 2.0 = 209 P.S.
3 BEDROOM UNITS: 16 x 2.0 = 32 P.S.
GUEST PARKING: 1 SP /10 UNITS = 27 P.S.
PARKING REQUIRED FOR APARTMENTS = 492 P.S.
SURFACE PARKING: 143
COVERED PARKING: 274
GARAGE: 40
TANDEM: 40
TOTAL PARKING PROVIDED: 497 SPACES

COMMON OPEN SPACE
MULTI-FAMILY
REQUIRED: 400 SF X 268 UNITS = 107,080 SF/2.47AC
PROVIDED: 115,574 SF/2.61 AC

TOWNHOMES
NET PARCEL AREA: 5.41 ACRES (235,512 SQ FT)
2 STORY 3 BEDROOM UNITS: 14 UNITS
2/3 STORY 3/4 BEDROOM UNITS: 111 UNITS
TOTAL NUMBER OF UNITS: 125 UNITS
PARKING REQUIRED FOR TOWNHOMES:
2 SPACES PER DWELLING UNIT = 250 P.S.
GUEST PARKING: 1 SP /10 UNITS = 13 P.S.
PARKING REQUIRED FOR TOWNHOMES = 263 P.S.
SURFACE PARKING: 50
TANDEM GARAGE: 250
PARKING PROVIDED: 300 SPACES

COMMON OPEN SPACE
TOWNHOMES
REQUIRED: 400 SF X 125 UNITS = 50,000 SF/ 1.15 AC
PROVIDED: 50,166 SF/ 1.2AC

COTTAGES
NET PARCEL AREA: 4.71 ACRES (205,447.6 SQ FT)
STUDIO UNITS: 17 UNITS
ONE BEDROOM UNITS: 23 UNITS
TWO BEDROOM UNITS: 91 UNITS
THREE BEDROOM UNITS: 12 UNITS
TOTAL NUMBER OF UNITS: 93 UNITS
PARKING REQUIRED FOR COTTAGES
STUDIO UNITS: 17 x 1.0 = 17 P.S.
1 BEDROOM UNITS: 23 x 1.5 = 42 P.S.
2 BEDROOM UNITS: 91 x 2.0 = 78 P.S.
3 BEDROOM UNITS: 12 x 2.0 = 24 P.S.
GUEST PARKING: 1 SP /10 UNITS = 10 P.S.
PARKING REQUIRED FOR COTTAGES = 169 P.S.
SURFACE PARKING: 61
COVERED PARKING: 64
GARAGE: 54
TANDEM: 54
TOTAL PARKING PROVIDED: 193 SPACES

COMMON OPEN SPACE
COTTAGE
REQUIRED: 400 SF X 93 UNITS = 38,480 SF/ 0.88 AC
PROVIDED: 97,000 SF/ 1.96 AC

LEGEND:

1-STORY BUILDING
2-STORY BUILDING
3-4 STORY BUILDING
ACCESSIBLE UNIT OR P.S.

ANTON AT BALLPARK VILLAGE

BULLARD AVENUE & YUMA ROAD
GOODYEAR, AZ

WHITNEYBELL PERRY INC
1102 East Missouri Avenue
Phoenix, Arizona 85014
575 W Chandler Blvd, Suite 125
Chandler, Arizona 85224
(602) 258-1581

ARCHITECTURE AND PLANNING

A1.10
2108

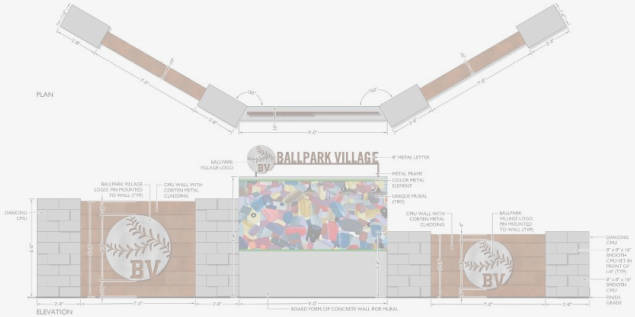
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1 Nov 2021

SITE PLAN PRELIMINARY

Anton at Ballpark Village

City Council Meeting
March 28, 2022

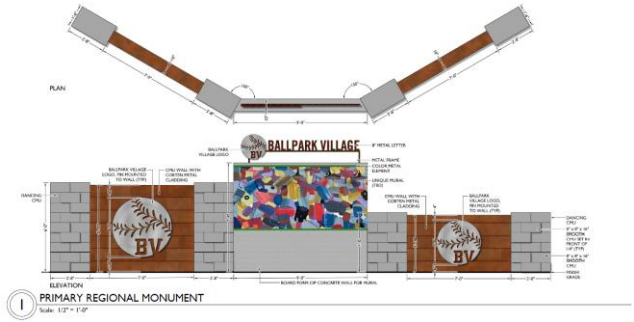


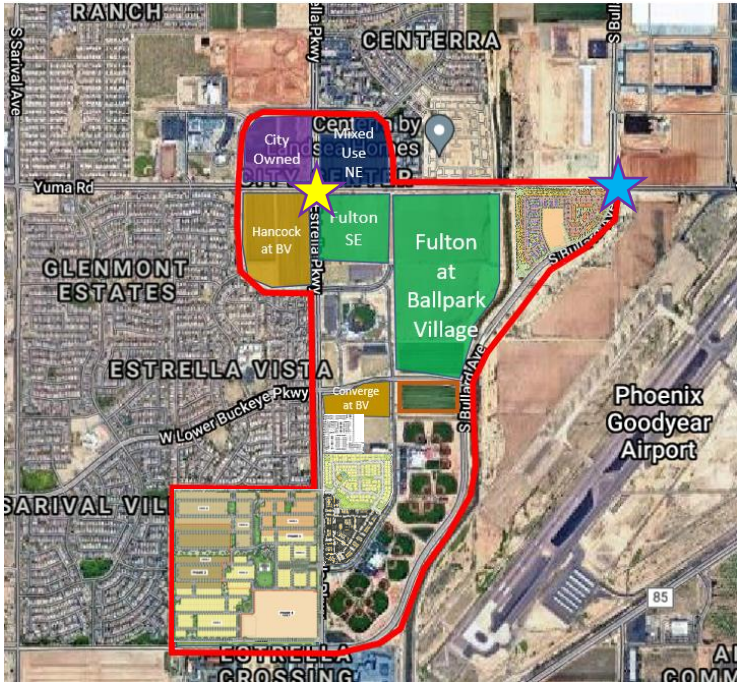


Ballpark Village

A UNIQUE DESTINATION AND VILLAGE CENTER FOR THE CITY

- From City Center
- To Village Center
  - Home of the Goodyear Ballpark

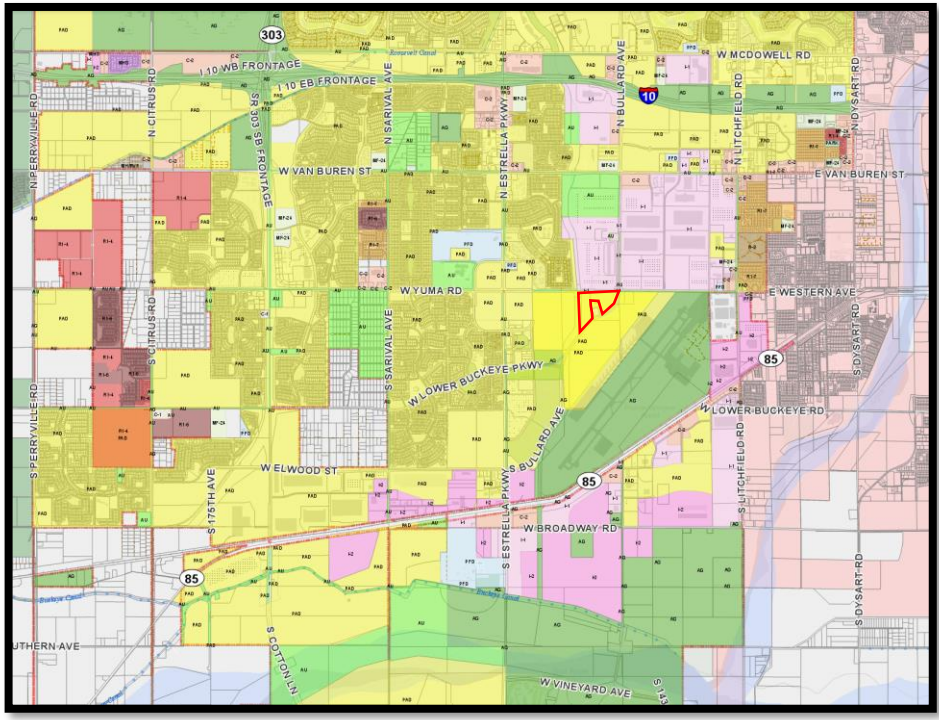




Location

- Central Goodyear
  - Southwest corner of Bullard and Yuma
  - Approximately 30.32 Acres
  - Currently zoned PAD
    - Underlying Commercial and Industrial

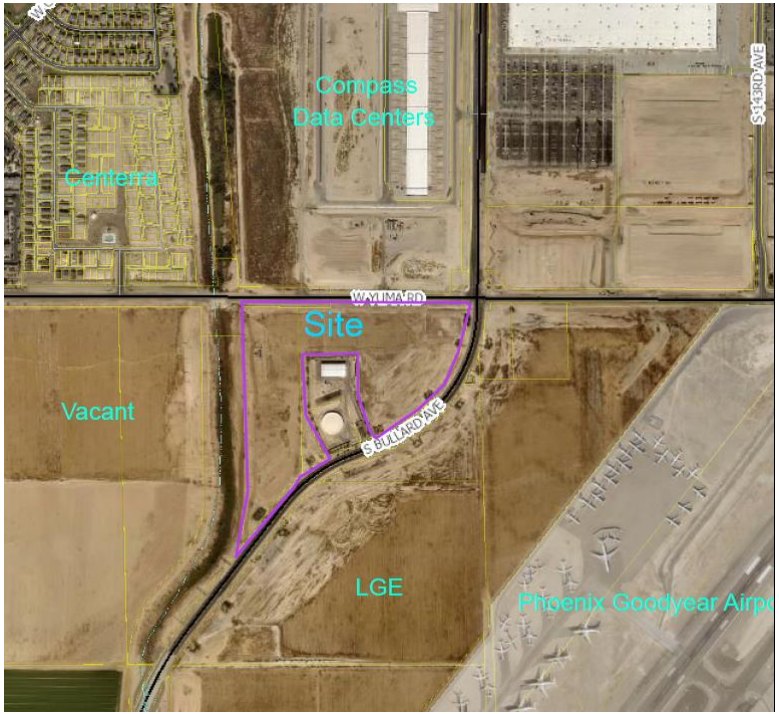




Specific Location

ZOOMED IN

- SWC of Bullard Avenue and Yuma Road
  - North
    - Compass Data Centers Development
  - South
    - Bullard Avenue and Goodyear Water Campus
  - East
    - Airpark Logistics Center
  - West
    - Bullard Wash



Zoning History

ANTON AT BALLPARK VILLAGE

- City Center Airpark in 2006
- Area Character Changing
  - Goodyear Ballpark 2007
  - Village Center 2021



Area Multi-Family

MCDOWELL TO FUTURE SR 30 – PERRYVILLE TO BULLARD



=Established Multi-Family

=Under Construction or Recently Completed Multi-Family

=Zoned for Multi-Family

=Developer Interest in Multi-Family (Application Submitted)

= Anton at Ballpark Village

Proposal

ANTON AT BALLPARK VILLAGE

- MF-24 (Multi-Family 24 units per-acre max)
  - Minimum Density 16 units per-acre











*Images Conceptual In Nature

PAD Overlay

REQUESTS AND REGULATIONS

Design Standards



Bullard Wash



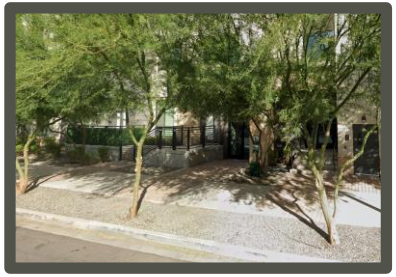
Setbacks



Parking



Private Open Space



Patio Encroachment

*Images Conceptual In Nature

Recommendation

APPROVE SUBJECT TO STIPULATIONS

- Recommend Approval to Rezone:
  - From Planned Area Development (PAD)
    - Underlying Commercial and Industrial
  - To MF-24 with PAD Overlay
    - Subject to Stipulations





*Applicant Provided Renderings


CITY OF
Goodyear

ITEM #: 23.
DATE: 03/28/2022
AI #:653

CITY COUNCIL ACTION REPORT

SUBJECT: DRAFT FY2022-2023 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

STAFF PRESENTER(S): Christina Panaitescu, Grants and Neighborhood Services Supervisor

---

SUMMARY

Conduct a public hearing to receive input on the draft FY2022-2023 Action Plan for the HUD CDBG program. Comments on the draft plan will be incorporated into the final document, which will be brought to Council for adoption in May.

Recommendation

Receive public input regarding the draft FY2022-2023 Action Plan for the HUD CDBG program. (Christina Panaitescu, Grants and Neighborhood Services Supervisor)

FISCAL IMPACT

Once adopted, the Annual Action Plan will restrict how CDBG grant revenue can be expended. CDBG funds do not require a match from the city.

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear began receiving a direct CDBG entitlement in city fiscal year (FY) 2022.

CDBG funds may be used for a variety of activities that meet the needs of low- and moderate-income (LMI) residents and neighborhoods, and vulnerable populations as defined by HUD. Eligible activities fall into four broad categories:

1. Community Facilities and Infrastructure
2. Community Services and Programs
3. Economic Development
4. Quality Affordable Housing

Activities must also address Congress' primary CDBG objective to improve communities, principally for LMI residents by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

At a February 28, 2022 work session, Council directed that the FY2022-2023 CDBG funds be utilized for childcare center renovations at New Life Center and CDBG program administration.

STAFF ANALYSIS

The city anticipates receiving approximately $429,038 of CDBG funds, 80% of which will be used for community facilities and 20% for program administration and planning. If the Goodyear allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

Community Facilities and Infrastructure ($343,231)
Childcare Center Renovations at New Life Center - Total Project Costs: $524,246
This project will provide significant reconfiguration and remodeling in the Child Development Center to address the needs of children with trauma informed care.

Program Administration ($85,807)
Twenty percent of the total CDBG allocation will be set aside for administrative activities including:

1. Complying with federal regulations regarding environmental review, federal labor standards, financial management, and procurement, including policies regarding Minority- and Women-owned business enterprises and employment of low- and moderate-income residents;
2. Promoting the principles of fair housing and educating the community about the dangers of lead-based paint;
3. Assessing neighborhood conditions to evaluate the benefits of revitalization activities; Assessing the need for human and public services to address the needs of vulnerable populations and Goodyear residents living in poverty; and
4. Establishing application and monitoring systems.

This draft was made available for public comment on the city's website at www.goodyearaz.gov/cdbg beginning on March 22 and will remain open to comment through April 20, 2022.

The Council will consider adopting the final FY2022-2023 Annual Action Plan at the May 2, 2022, Council meeting, enabling staff to meet the May 15 submission deadline from HUD.

Attachments

Presentation

Draft FY2022-2023 Annual Action Plan

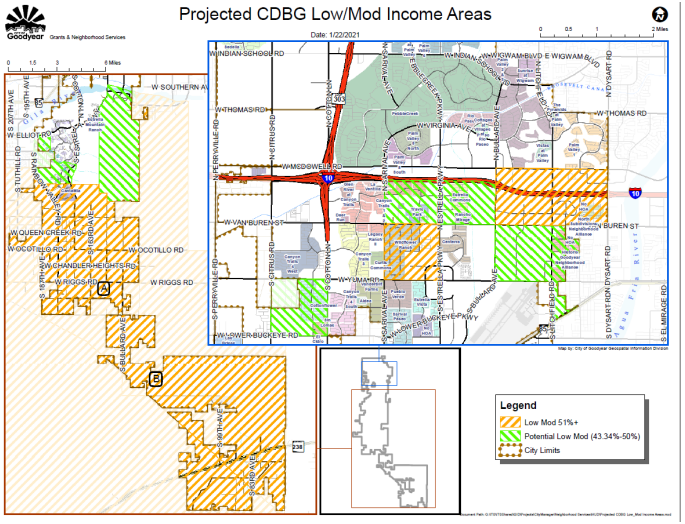

CITY OF
Goodyear
GOODYEAR

Agenda

- CDBG Planning Overview
- FY2023 Annual Action Plan
- Next Steps

Five-Year Consolidated Plan

National Objective: Benefit low-to-moderate-income persons



Presumed Benefit:

- Abused children
- Battered spouses
- Elderly persons
- Severely disabled adults
- Homeless persons
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers

Five-Year Consolidated Plan

National Objective: Benefit low- and moderate- income persons

Goodyear Priorities:

- High Priority Activities (likely to be funded with CDBG in the next five years)
  - Community Facilities and Improvements
  - Public Services
  - Program Administration

- Low Priority Activities (may be funded as opportunities arise)
  - Attainable and Sustainable Housing
  - Economic Development

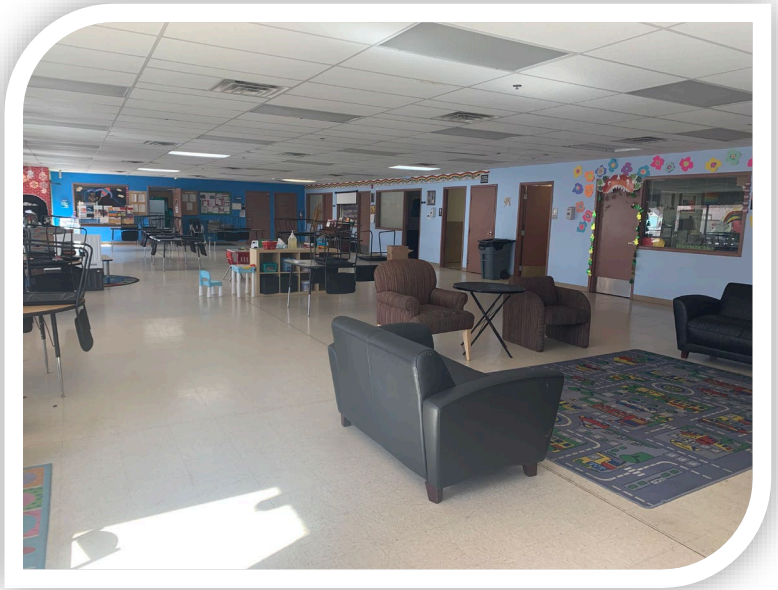
Annual Action Plan

- Updated annually
- Must contain specific activities to be funded in the upcoming year
- Activities must be tied to one of the priorities in the Five-Year Consolidated Plan

FY2023

$429,038 Estimated Entitlement

- Activities
  - **Community Improvements:**
    Childcare Center Renovations at New Life Center
    (80% = $343,231)
  - **Program Administration**
    (20% = $85,807)



Next Steps

Stay up-to-date at: goodyearaz.gov/cdbg

- Public Comment Period through April 20
- Authorize Submission on May 2
- Submit Plans to HUD by Deadline
- HUD Approves Plan and Funds Available After July 1



GOODYEAR

Arizona

FY2022-2023 ANNUAL ACTION PLAN

The FY2022-2023 Action Plan describes the planned uses of CDBG entitlement funding for activities benefitting low-income and special needs populations throughout Goodyear for the period beginning July 1, 2022 and ending June 30, 2023. The City anticipates receiving approximately $429,038 of CDBG funds, 80% of which will be used for community facilities, and 20% for program administration and planning. If the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

DRAFT – 3/13/2022

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan is required by the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. The primary purpose of the CDBG program is to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expanded economic opportunities for low-and moderate (LMI) people, households, and neighborhoods.

The Annual Plan establishes priorities for the investment of CDBG funds by the city of Goodyear and is designed to guide HUD-funded housing, homelessness and community development policies and programs for the period beginning July 1, 2022 and ending June 30, 2023. The plan describes needs, resources, goals, strategies and objectives to assist Goodyear's LMI residents and households as defined by HUD. Data quantifying LMI households is contained in the City's 5-year HUD Consolidated Plan.

In developing the Annual Plan, the city referred to the 5-year goals for the use of CDBG funds established in the Consolidated Plan, as well as, strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. These goals and strategies are based on data and input from residents and stakeholders.

2. Summarize the objectives and outcomes identified in the Plan

Based on data and public and stakeholder input, the following priority needs were set forth in the Consolidated Plan:

1. Community Facilities and Improvements
2. Public Services
3. Attainable and Sustainable Housing
4. Economic Development
5. Program Administration

Activity goals were established in each of these areas for the next five years.

3. Evaluation of past performance

This is the City's first year as an entitlement community. Year-to-date the City has completed the first phase of a Community & Neighborhood Services Master Plan, centered on human services. A notice to proceed for work on the North Subdivisions Streetlights, the FY2022 Community Facilities and Improvements project, was provided effective January 14, 2022. The project has a completion date of June 30, 2022.

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation Process and consultation process for this plan includes:

- A City Council Work Session (February 28)
- Two public meetings (January 19 and March 26)
- Public comment from March 22 through April 20
- Council Meeting to adopt the Annual Action Plan by Resolution (May 2)

5. Summary of public comments

Comments received at the meetings held on January 19 and March 16, 2022 will be added at the close of the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments or views not accepted will be added at the close of the public comment period.

7. Summary

Comments or views not accepted will be added at the close of the public comment period.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Goodyear	
CDBG Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The city of Goodyear Neighborhood Services Division is responsible for preparing CDBG planning documents, including this Annual Plan, and for administering Community Development Block Grant (CDBG) funds received from the US Department of Housing and Urban Development.

Consolidated Plan Public Contact Information

Questions regarding the Consolidated Plan, Annual Action Plan or the use of CDBG funds may be directed to:
Christina Panaitescu, Grants & Neighborhood Services Supervisor
City of Goodyear
190 N. Litchfield Rd
Goodyear, AZ 85338
623-882-7804
Christina.Panaitescu@goodyearaz.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The city of Goodyear engages with community and faith organizations and the Maricopa Regional Continuum of Care for homelessness to collaborate resources and efforts.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Goodyear Faith & Community Roundtable began in 2009 as a forum for cooperation, trust and respect within the community to nurture goodwill and offer services. It was originally called the Goodyear Faith Community Roundtable and was renamed in 2017 in order to recognize and embrace the participation of laypersons representing not only the faith sector but also nonprofit partners. The purpose of the Roundtable is to collaborate resources to make a difference for those in need in the southwest valley.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Neighborhood Services representatives participate in a meeting of municipal Human Services Directors to provide feedback to a Continuum of Care representative from the West Valley in preparation for CoC meetings. More directly, the city participates with the Maricopa Regional Continuum of Care to conduct an annual point-in-time count of individuals and families experiencing homelessness in Goodyear. Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or individuals and families are referred to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources including post office services and bag storage, and leads and fosters collaboration among partner agencies to ensure a focus on ending homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Goodyear is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

The follow list outlines consultations held by the city while preparing the annual action plan:

- Cox and Century Link
- FCRT meeting
- Goodyear Emergency Manager
- Goodyear Fire Chief
- Goodyear Transportation Coordinator
- New Life Center

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were provided an opportunity to consult with the city.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Regional Continuum of Care	Point-in-Time Count and Housing (Beds) Inventory Count; Shared goals for assisting individuals and families experiencing or at risk of homelessness
Goodyear 2019 Community Assessment	City of Goodyear	Shared vision for assisting Goodyear's most vulnerable residents
Goodyear 2025 General Plan	City of Goodyear	Goals to provide housing, services and economic opportunity for Goodyear's residents
Focus on Success Economic Development Action Plan	City of Goodyear	Strategic priorities for economic development
FY2021 Strategic Plan	City of Goodyear	Promoting a quality environment to enhance community prosperity.
2021 Community and Neighborhood Services Master Plan Phase I: Human Services	City of Goodyear	Intended to guide future planning and investments in the provision of human services.
2021 Avondale Goodyear Transit study	Maricopa Association of Governments	Identified opportunities for fixed-route bus service improvements, and evaluated the suitability for new flexible public transit options and capital investments.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Staff conducted the initial public meeting on January 19 to provide members of the public with an overview of national objectives and local priorities outlined in the Consolidated Plan. At that time, the public was provided examples of activities that would be provided for Council consideration and invited to help the city identify any other needs that may be met through activities funded through CDBG investment to be included. Eligible activities were contemplated and prioritized by Council at a February 28 Work Session.

Citizen Participation Outreach

The two public meetings (January 19 and March 28)

Jan. 19 Initial Public Meeting: 1 in person attendee; 9 virtual attendees = 10 total attendees

Eligible activity suggestions included both facilities and services.

A City Council Work Session on February 28.

The public comment period from March 22 through April 20.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Community Development Block Grant program is funded through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the city of Goodyear is classified as an entitlement community. This means that Goodyear does not apply for the CDBG program, but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, the City must complete a Consolidated Plan every five years and an Annual Action Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for LMI persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The City forecasts receiving an amount similar to what was received in PY21.

The budget for the selected project exceeds the forecast amount. If the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased. As a subrecipient of the City's CDBG dollars, New Life Center will be responsible for the difference between the City's allocation and the total project costs and is subject to all of the corresponding HUD terms and conditions. New Life Center will manage the project, submit for reimbursement from the City, and provide any required reporting to enable the City to fulfill its obligation to HUD. The city will be responsible for compliance oversight and reporting to HUD.

The actual amount will be included in the final plan, when allocations have been officially communicated by HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$429,038	0	0	$429,038	$1,262,190	

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

New Life Center is in the midst of a capital campaign to raise $5M for improvements and expanded services at the 20-year-old facilities which are almost always at capacity. This project will provide significant reconfiguration and remodeling in the Child Development Center to address the needs of children with trauma informed care. As a subrecipient of the City's CDBG dollars, New Life Center will be responsible for the difference between the City's allocation and the total project costs and is subject to all of the corresponding HUD terms and conditions. New Life Center will manage the project, submit for reimbursement from the City, and provide any required reporting to enable the City to fulfill its obligation to HUD. The city will be responsible for compliance oversight and reporting to HUD.

Further, CDBG funds continue to leverage the City's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority inspired by the 2019 Goodyear Community Assessment. These priorities are:

1. Expanding services available in the Goodyear Community that are designed to meet the needs of minority populations, people in (or at risk of being in) crisis, or people experiencing homelessness;

2. Fostering social and cultural cohesion in Goodyear;

3. Providing innovative solutions to bring more mental health care services into Goodyear, particularly for youth;

4. Providing innovative transportation solutions for Goodyear residents, particularly those that help residents meet their health care needs; and

5. Regional solutions that result in increased access and a greater variety of services available to Goodyear residents and the workforce.

The more recent Community & Neighborhood Services Master Plan, Phase I: Human Services has also identified the priority areas for investment and corresponding pilot projects will be initiated in FY2023.

CDBG funds may also leverage Goodyear's partnership with the City of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage federal resources available to the city including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration. The CDBG program does not have matching fund requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

The city does not presently have publicly owned land suitable for the identified needs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

No extremely low-income, low-income, and moderate-income families will be assisted. The city will not be using CDBG funds to provide housing assistance.

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Public Administration	2021	2025	Other	Citywide	Other	$85,807	Sustainability
Community Facilities and Improvements – Childcare Center Renovations at New Life Center	2022	2023	Community Facilities and Improvements	Goodyear, AZ	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	$343,231	Availability/accessibility

Table 5 – Goals Summary

Projects

AP-35 Projects – 91.220(d)

Introduction

Four projects are being considered for PY2022 funding. List (including program administration).

Selected project information will be included following the City Council Work Session on February 28, 2022.

Projects

#	Project Name
	Community Facilities and Improvements – Childcare Center Renovations at New Life Center
	Public Administration

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

At least 70% of CDBG funds must serve LMI people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs. The largest obstacle to addressing underserved needs is insufficient funding to support large projects. As a new entitlement community, Goodyear has an emerging institutional system for the delivery of services, housing and community development programs and projects.

P-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG assistance will be directed throughout Goodyear to benefit LMI residents, households, and neighborhoods. No target areas have been identified.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Allocating funds throughout Goodyear provides flexibility to address the greatest needs of LMI residents, households and neighborhoods.

Discussion

No further discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city of Goodyear will be investing PY2022 CDBG resources in community facilities and improvements.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The city of Goodyear will be investing PY2022 CDBG resources in community facilities and improvements.

AP-60 Public Housing – 91.220(h)

Introduction

The city of Goodyear does not have a public housing authority. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions planned during the next year to address the needs to public housing

The city of Goodyear does not have a public housing authority and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The city of Goodyear does not have a public housing authority and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The city of Goodyear does not have a public housing authority and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Maricopa Regional Continuum of Care (CoC) is managed by the Maricopa Association of Governments and works throughout Maricopa County, including the city of Goodyear, to coordinate homeless planning across municipalities and agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to local and regional resources and shelter options to address specific needs. Individual needs are assessed by providers of homelessness services upon referral.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY2022-2023, CDBG entitlement funds will be used to support the Childcare Center Renovations at New Life Center, a domestic violence shelter geographically located in Goodyear. The childcare facilities serve the residents of the shelter, to address the needs of children with trauma informed care.

The 20-year-old facilities are almost always at capacity. The buildings and grounds all need to be refreshed, repaired, and updated, as such, the organization is in the midst of a capital campaign to raise $5M for these improvements and expanded services. Eighty percent of Goodyear's PY22 entitlement will be allocated toward significant reconfiguration and remodeling in the Child Development.

Additionally, the Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. And, the I-HELP program will continue to provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Phoenix Rescue Mission will work with the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Many individuals they engage are struggling with addiction and mental health issues and are in need of support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals and families will have access to regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. The type of services varies by funding source, and ranges from mortgage, rent and utility assistance only to prevention assistance (transportation, vehicle repair, daycare, etc.) designed to promote housing stability. People being discharged from a publicly-funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Families may also receive assistance from their child(ren)'s school through McKinney-Vento funds that provide transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Discussion

Individuals and families experiencing homelessness in Goodyear reflect the diversity, complex characteristics, and special needs of people experiencing homelessness throughout the United States. Some people experiencing homelessness require limited assistance to regain permanent housing and self-sufficiency. Others, especially people with disabilities and those who are chronically homeless, require extensive and long-term support. In addition to people who are already homeless, individuals and families with limited incomes may be in imminent danger of becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." The Goodyear 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

1. As a relatively young community, only limited programs are currently in place to address aging housing stock.
2. The availability of funding such as Community Development Block Grant funds have steadily decreased over the years.
3. Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
4. Housing prices could increase in the future causing housing to become unaffordable.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address local barriers to affordable housing and residential development during the next year the city will:

1. Promote the principles of fair housing;
2. Assess the current conditions of neighborhoods (e.g., crime, maintenance, property value, lighting) and evaluate the potential benefits of revitalization activities;
3. Assess the need for increased maintenance and city services for certain neighborhoods with unique traits or challenges; and
4. Conduct an assessment of housing conditions in the city's oldest neighborhoods.

Discussion:

COVID conditions led the city to prioritize the human services assessment portion of the Community & Neighborhood Services Master Plan in 2021. Assessment of neighborhood conditions, including housing conditions and the need for increased maintenance and city services in certain LMI neighborhoods will be completed in FY2023, providing the framework to further community education and establish needed programs.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the city established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The city has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives is critical to the success of the city of Goodyear's overall housing and economic development goals. In general, policy development and implementation are designed to enhance city program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. Despite an influx of one-time funding, insufficient funding and an emerging delivery system remain significant obstacles to meeting underserved needs, due to the temporary nature of the funding and the importance of sustainability. It is hoped that the pilot projects funded with these one-time funds will generate sufficient data to support future funding applications and investment from others.

Actions planned to foster and maintain affordable housing

The city will assess neighborhood conditions, including housing conditions and the need for increased maintenance and city services in LMI neighborhoods to provide the framework for programs and services that will foster and maintain affordable housing.

The city of Goodyear is part of the Maricopa County Regional Analysis of Impediments to Fair Housing Choice. To address impediments to fair housing choice identified in the Maricopa County Regional Analysis of Impediments to Fair Housing Choice, the city will:

1. Review Goodyear fair housing complaints data from HUD to identify any patterns in lending discrimination, failure to make reasonable accommodations, and other discriminatory patterns to identify the need for local investments in education, public services and other vital community investments.
2. Assess conditions in LMI neighborhoods to identify vital community investments.
3. Promote fair housing education by providing information, participating with neighboring jurisdictions to promote fair housing education, and examining opportunities to provide financial literacy classes for prospective homebuyers.
4. Report information to Maricopa County.

Actions planned to reduce lead-based paint hazards

The city will follow a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The city will follow strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and require compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors.
2. Public Education. Lead hazard information will be distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The city will invest community funding in services that promote stabilization of people in crisis and access to economic opportunity as a forerunner to their movement out of poverty. The city will continue its economic development efforts, working cooperatively with employers, childcare providers, workforce investment agencies, and education agencies to promote jobs-based education and services to help lower-income households attain higher-wage employment.

Actions planned to develop institutional structure

The city of Goodyear recognizes the benefits of increasing administrative efficiencies to improve the delivery system. The city will continue to remain open to using CDBG funds for public services, while primarily leveraging the Community Funding program to expand available services to Goodyear residents. Additional one-time general fund resources have been identified to further support the implementation of pilot programs identified in phase I of the Community & Neighborhood Services Master Plan, including an assessment neighborhood conditions to identify the demand for housing assistance and services.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to work with the Faith and Community Roundtable to facilitate trust and expand the collaborative mindset that honors the contributions, needs, and perspectives of local service providers.

Discussion:

No further discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. No program income is associated with the projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0

No further discussion.

ITEM #: 24.
DATE: 03/28/2022
AI #:778

CITY COUNCIL ACTION REPORT

SUBJECT: PROPOSALS TO GILA RIVER INDIAN COMMUNITY FOR ARIZONA REVISED STATUTE 5-601-02 12% GAMING DISTRIBUTION FUNDS

STAFF PRESENTER(S): Christina Panaitescu, Grants and Neighborhood Services Supervisor

SUMMARY

The Gila River Indian Community is seeking requests for funding proposals from Arizona cities and non-profit organizations for their 2022 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: economic development, education, healthcare, public safety, or transportation. Responses are due no later than April 1, 2022.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2224 AUTHORIZING THE SUBMISSION OF A TRANSPORTATION FUNDS APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED);

2. ADOPT RESOLUTION NO. 2022-2225 AUTHORIZING THE SUBMISSION OF A TOURISM APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED); AND

3. ADOPT RESOLUTION NO. 2022-2226 AUTHORIZING THE SUBMISSION OF A HEALTHCARE FUNDS APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT

If awarded budget transfers will be made to accommodate expenditures associated with the receipt of additional revenue from the Gila River Indian Community. Projects not fully funded through the grant process will be scaled back to grant award amount, not pursued at this time or seek other funding.

BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona eligible voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total Annual contribution (the "State Shared Revenue grant program").

The Gila River Indian Community has announced a request for proposals from local governments and non-profit organizations for the distribution of the fiscal year 2022 payments. Responses are due via email no later than April 1, 2022.

STAFF ANALYSIS

Grant awards for programs and projects range in total from $1,000 to $300,000 and can be paid out in installations. The Gila River Indian Community will also consider capital requests of up to $500,000 to be paid out in installments for at least one but no more than five years.

Application interest was solicited from city department directors. Three prospective application projects emerged.

A representative from the Gila River Indian Community Office of Special Funding confirmed that the three applications would be reviewed independently and will compete in different categories (economic development, public safety, and transportation) and not directly against each other.

The following projects desire to move forward with an application:

- Engineering – support for the citywide effort to eliminate scalloped streets, $500,000 (maximum funding for a capital project)
- Parks – expand the market for a Goodyear tourism campaign, $100,000
- Fire – for cancer screening of sworn and fire investigation employees over the age of 40, $300,000 (over three years)

Funded applications will be notified in August 2022. Funds will be available on or before October 25, 2022.

Attachments

Resolution 2022-2224

Resolution 2022-2225

Resolution 2022-2226

RESOLUTION NO. 2022-2224

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A TRANSPORTATION APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, the Gila River Indian Community shares a portion of their revenues from tribal gaming directly with local governments to benefit the general public through direct distribution of funding; and

WHEREAS, it is in the best interest of the City to apply for these funds to support a citywide effort to increase transportation efficiency, reduce traffic congestion, favorably impact air quality, and promote accessibility by eliminating scalloped streets; and

WHEREAS, the project aligns with the funder's transportation priority; and

WHEREAS, the there is no match requirement for this application; and

WHEREAS, it is the intent to accept any awarded funds and to use them in accordance with the application.

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Gila River Indian Community for an amount of $500,000 towards a citywide effort to eliminate scalloped streets.

SECTION 2. If the grant application is awarded, the City will enter into an agreement with the Gila River Indian Community to implement the projects or programs that have been approved by the funder.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to these applications and any grant offer resulting from such applications.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby approves necessary budget transfers in the amount of the awarded funds.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

RESOLUTION NO. 2022-2225

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN ECONOMIC DEVELOPMENT APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, the Gila River Indian Community shares a portion of their revenues from tribal gaming directly with local governments to benefit the general public through direct distribution of funding; and

WHEREAS, it is in the best interest of the City to apply for these funds to enhance the reach of a Goodyear tourism campaign through extended ad placement; and

WHEREAS, the project aligns with the funder's economic development priority; and

WHEREAS, the there is no match requirement for this application; and

WHEREAS, it is the intent to accept any awarded funds and to use them in accordance with the application.

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Gila River Indian Community for an amount of $100,000 to expand the market for a Goodyear tourism campaign.

SECTION 2. If the grant application is awarded, the City will enter into an agreement with the Gila River Indian Community to implement the projects or programs that have been approved by the funder.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to these applications and any grant offer resulting from such applications.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby approves necessary budget transfers in the amount of the awarded funds.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

RESOLUTION NO. 2022-2226

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A HEALTHCARE APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, the Gila River Indian Community shares a portion of their revenues from tribal gaming directly with local governments to benefit the general public through direct distribution of funding; and

WHEREAS, it is in the best interest of the City to apply for these funds for cancer screening of sworn and fire investigation employees over the age of 40; and

WHEREAS, the project aligns with the funder's healthcare priority; and

WHEREAS, the there is no match requirement for this application; and

WHEREAS, it is the intent to accept any awarded funds and to use them in accordance with the application.

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Gila River Indian Community for an amount of $300,000 to fund firefighter cancer screening.

SECTION 2. If the grant application is awarded, the City will enter into an agreement with the Gila River Indian Community to implement the projects or programs that have been approved by the funder.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to these applications and any grant offer resulting from such applications.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby approves necessary budget transfers in the amount of the awarded funds.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 25.
DATE: 03/28/2022
AI #:556

CITY COUNCIL ACTION REPORT

SUBJECT: COMPREHENSIVE SIGN PACKAGE FOR ESTRELLA COMMONS DISTRICT

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

Allison Reis, Evergreen Development

SUMMARY

Request for approval of a comprehensive sign package (CSP) for the Estrella Commons District.

Recommendation

Recommend approval of the comprehensive sign package for the Estrella Commons District, subject to stipulations. (Alex Lestinsky, Senior Planner)

STIPULATIONS

All signs shall be in conformance with the Estrella Commons District Comprehensive Sign Plan dated September 3, 2021.

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 property subject to this CSP is a part of the Estrella Commons District PAD Overlay. The PAD Overlay was approved on July 19, 2021, with City Council adoption of Ordinance No. 2021-1509.

The intent of the Estrella Commons PAD Overlay is to create a horizontal mixed use unified commercial and multifamily development. There is currently no CSP applicable to this property. The Planning and Zoning Commission recommended approval 7-0 of the CSP on March 16, 2022.

STAFF ANALYSIS

Current Policy:

The purpose of a CSP is to provide a comprehensive and coordinated approach to the design of signage that exhibits superior quality and effective messaging. In recognition of the benefits of cohesive and comprehensive sign design, modifications to the signage requirements as established in the city of Goodyear Zoning Ordinance may be appropriate within a CSP.

A CSP in compliance with the requirements provided in Article 7, Sign Regulations, of the Zoning Ordinance may be approved by the Zoning Administrator after review and approval by the Development Review Committee. A CSP that proposes modifications to the requirements provided in Article 7 shall be reviewed by the Planning and Zoning Commission and approved by the City Council. The subject request is the latter of the two CSP types described above, and therefore requires Commission and Council review and approval.

Details of the Request:

The request is for the approval of a CSP applicable to the entire Estrella Commons District area. A cohesive materials and color palette with a complementary design theme is intended to provide for a unified center. A brief description of the proposed signage, including any deviations from the city's sign regulations, is provided below:

1. Gasoline Service Station Signs

   Sign area is consistent with the City requirements, however the CSP requests to increase the maximum height from six feet to eight feet.

2. Monument Signs

   The CSP requests an increase in height and area of the monument signs from 12-feet to 14-feet in height and 48 square feet to 73 square feet in area, but restricts the quantity of monument signs to one along Estrella Parkway and one along Roosevelt Street.

3. Residential Monument Sign (multifamily)

   Sign area is consistent with the City requirements, however the CSP requests to increase the maximum height from 6-feet to 8-feet.

Evaluation Criteria:

Article 7-10, Special Sign Areas, of the Zoning Ordinance establishes the criteria for the evaluation of a CSP. The criteria and accompanying staff analysis (italics) are provided below:

- Size and Height: The comprehensive sign package shall demonstrate that all proposed signage is no larger than necessary for sufficient visibility and legibility. Factors to be considered in determining allowed size and height may include, but are not limited to, topography, traffic volumes, traffic speeds, visibility ranges, copy size and impact on adjacent property.

  The application indicates the increased size of the proposed signs is a result of reducing the quantity of proposed multi-tenant monument signs, per the developer's request. The Zoning

Ordinance allows one monument sign per driveway on public streets which would allow four multi-tenant monument signs in total, but the applicant is proposing the increase in copy area of one of the proposed multi-tenant monuments while restricting the amount to one multi-tenant monument sign per street. This would restrict the development to two multi-tenant monument signs in total, as opposed to additional smaller monument signs depending on the number of driveways approved for the development.

The increase in sign copy area for the multi-tenant monument primarily applies to the sign on Estrella Parkway. Both multi-tenant monument signs include five tenant panels for the five commercial pads proposed in the development, however the Estrella Parkway sign includes signage on the base of the monument for the apartment complex.

Given the tradeoff of number of multi-tenant monuments to sign area, staff finds the proposed sign guidelines are appropriate and supportable.

- Location and Orientation: Signs should be located and oriented to allow sufficient visibility and legibility for pedestrian and vehicle traffic. Factors that may be considered in reviewing the appropriateness of the sign location and orientation may include, but are not limited to, location relative to the surrounding streets and land uses, traffic volumes and access points, visibility angles and topographic features.

The application indicates that signage is located to be visible to passing motorists with the focus on Estrella Parkway and Roosevelt Street. The proposed locations are consistent with other commercial centers; however, the proposed sign package includes a monument sign that features a sign specific to the proposed apartments, which do not abut Estrella Parkway. There is a proposed shared driveway off of Estrella Parkway which provides access to the apartments along with the commercial pads. Therefore, staff finds that the proposed location of the shared apartment/commercial monument sign on Estrella Parkway is appropriate.

- Design, Colors and Materials: Signs proposed under the comprehensive sign package shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development shall include the use of complementary colors, materials and architectural style.

The design, colors, and materials used in the CSP will provide a cohesive design throughout the Estrella Commons District area. Additionally, the proposed unique entry monument is consistent with what exists on the south side of Roosevelt to provide for a cohesive commercial corridor and entry into the Estrella Commons Residential. Staff finds the proposed CSP will promote signage within the center that is unique and cohesive, and is therefore considered appropriate and supportable.

- Surrounding Land Uses: Signs shall not adversely impact adjacent land uses, especially adjacent residential land uses. The comprehensive sign package shall demonstrate the measures that will be taken to ensure the proposed signage will not adversely impact adjacent land uses in terms of lighting, size, location and orientation.

The property is located within an established commercial corridor and adjacent to a freeway interchange and is generally consistent with other similar developments within this commercial corridor. As such, staff finds the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable

Staff Findings:
The request meets the evaluation criteria for a CSP as set forth in Article 7, Sign Regulations, of the Zoning Ordinance. The Planning and Zoning Commission recommended approval of the request.

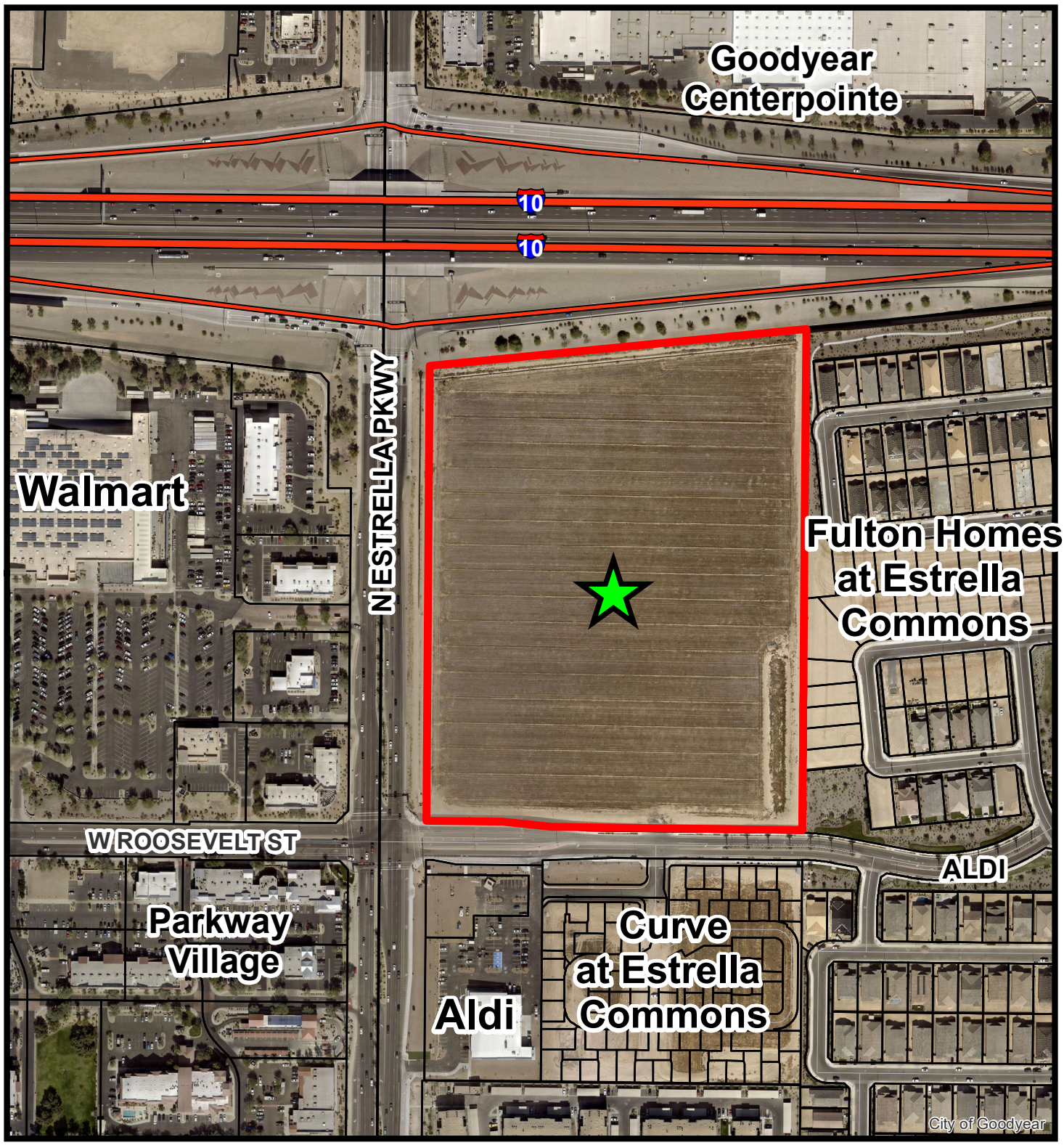
Attachments

Aerial Photo

Comprehensive Sign Package

Staff Presentation

Aerial Photo Exhibit
Comprehensive Sign Package
Case No. 21-630-00003



Drawn By: Alex Lestinsky
City of Goodyear Development Sevices Department
Date: June 10, 2021

N

Comprehensive Sign Package



Evergreen Development
2390 E. Camelback Rd. Suite 410
Phoenix AZ

Estrella Commons District
NEC Estrella Pkwy and Rosevelt Rd
Goodyear, AZ

September 3, 2021

Prepared by:

Address: 2831 W. Weldon Ave. | Phoenix, AZ 85017
Phone: 602-272-9356 | Fax: 602-272-4608
www.bootzandduke.com

COMPREHENSIVE SIGN PACKAGE
ESTRELLA COMMONS
GOODYEAR, ARIZONA

I. INTRODUCTION

This Comprehensive Sign Package has been established with the purpose of providing attractive and appropriate wayfinding signage for the retail and residential tenants of the Estrella Commons District.

Properly adhered to, the criteria will ensure that tenant identification is consistent in quality and is compatible with the overall architectural character of the development and competitive with surrounding established developments.

This proposed package has been divided into two sections, the first being the freestanding signage elements, the second being building wall signs. Each section and sign type explains if the signage meets the current ordinance, or if it is proposed to exceed the current City code. The written descriptions for the elements outline the reasons for the requests. All signs will need city permits prior to installation. If this CSP is silent on any sign standards, refer back to City of Goodyear sign code.

II. FREESTANDING SIGNS INTRODUCTION

Estrella Commons District is a mixed-use retail and multifamily development located on the Northeast corner of Roosevelt Rd. and Estrella Pkwy.

Project Colors and Materials

The appearance of Estrella Commons District is contemporary southwest, with an eclectic mix of shapes and earth tones. The sign system is derived from the architecture, creating a cohesive design package throughout the project.

The project colors used in the architectural package will also be used throughout the signage package to unify the signage with the site.

The darker colors will be used in areas that will not be changed to maintain a consistency in the signage elements.

Lighter colors in the palette will be used in the areas where tenants could change. Lighter colors will not exhibit as much color change when new panels are placed adjacent to older ones.

SIGN NUMBER	TYPE/DESCRIPTION	QTY	OVERALL HEIGHT	LOCATION	CENTER ID SQUARE FOOTAGE	TENANT PANEL SQUARE FOOTAGE	NUMBER OF TENANT PANELS	CODE
1	E1 - MAIN PROJECT ID	1	1'-2" (14") LETTERS ON A 5'-8" (68") WALL	SWC of the Development (at the NEC of the intersection)	18.67 SQUARE FEET	N/A	N/A	TO MATCH DEVELOPMENT
2	M1a - FREESTANDING MULTI-TENANT MONUMENT	1	14'-0" OVERALL HEIGHT 12'-8" TO TOP OF COPY	1 - ALONG ROOSEVELT RD	N/A	57.50 Sq. Ft.	5 TENANT PANELS	1 PER ENTRANCE 12 FT. TALL 48.00 SQ. FT. COPY
3	M1b - FREESTANDING MULTI-TENANT MONUMENT	1	14'-0" OVERALL HEIGHT 12'-8" TO TOP OF COPY	1 - ALONG ESTRELLA PKWY	N/A	Tenants: 57.50 Sq. Ft. Apartment: 17.58 Sq. Ft. Total: 72.08 Sq. Ft.	5 TENANT PANELS AND ILLUMINATED APARTMENT COPY	1 PER ENTRANCE 12 FT. TALL 48.00 SQ. FT. COPY
4	TRAFFIC DIRECTIONAL	PER GOODYEAR ZONING ORDINANCE	3'-0" TALL FROM GRADE	PER GOODYEAR ZONING ORDINANCE	N/A	6.00 Sq. Ft.	1 PANEL	3 FT. TALL 6.00 SQ. FT. COPY
5	DRIVE-THRU MENU	1 PRE MENU 1 MAIN MENU BOARD PER LANE	8'-0" TALL FROM GRADE	MINIMUM 30' FROM RESIDENTIAL PROPERTY LINE AS SHOWN ON EACH PAD	N/A	25.00 Sq. Ft.	N/A	2 PER DRIVE LANE 8 FT. TALL 25.00 SQ. FT. COPY
6	F1 - FUEL CENTER GROUND SIGN	1	8'-0" OVERALL HEIGHT 6'-8" TO TOP OF COPY	1 - ALONG ESTRELLA PKWY	N/A	23.80 Sq. Ft.	1 PANEL AND FUEL PRICE DIGITAL DISPLAYS	8 FT. TALL 24.00 SQ. FT. COPY
7	M2 - APARTMENT CENTER GROUND SIGN	1	8'-0" OVERALL HEIGHT 6'-8" TO TOP OF COPY	1 - ALONG ROOSEVELT RD	N/A	29.39 Sq. Ft.	1	6 FT. TALL 32.00 SQ. FT. COPY
8	APARTMENT DIRECTORY SIGNS	PER GOODYEAR ZONING ORDINANCE	6'-0" TALL FROM GRADE	PER GOODYEAR ZONING ORDINANCE	N/A	18.00 Sq. Ft.	1	18.00 SQ. FT. COPY

III. FREESTANDING SIGN HIERARCHY

Estrella Common District will feature various freestanding signs. Below is the project's freestanding sign type hierarchy and locations.

Sign Type 1-MAIN PROJECT ID

Low profile project identification corner wall sign integrated with architectural materials and colors.

Sign Type 2-FREESTANDING MULTI-TENANT MONUMENT SIGN

These signs will identify the project and include five(5) panels. A total of one(1) identification location, along Roosevelt Rd.

Sign Type 3-FREESTANDING MULTI-TENANT MONUMENT SIGN

These signs will identify the project and include five(5) panels and will also include illuminated lettering on the sign base for the apartment site identification. A total of one(1) identification location, along Estrella Pkwy.

Sign Type 4- TRAFFIC DIRECTIONAL

These signs will provide vehicular oriented information on site as well as along roadways for special/restricted entry points and Drive -Thru locations.

Sign Type 5- DRIVE-THRU MENU BOARDS

These signs will provide menu information for vehicular oriented information on site and for special/restricted entry points, drive-thru, etc.

Sign Type 6- FUEL CENTER GROUND SIGN

This sign will identify the fuel center with a tenant panel and will also identify fuel center pricing. Located along Estrella Pkwy.

Sign Type 7- APARTMENT DEVELOPMENT SIGNS

This sign will identify the apartment development name located along Roosevelt Rd.

Sign Type 8- APARTMENT DIRECTORY SIGNS

One (1) freestanding sign shall be permitted for each building onsite, and one (1) sign shall also be permitted for each entrance to the property..

CODE STANDARDS FOR ALL FREESTANDING SIGNS

LANDSCAPE REQUIREMENTS

For all multi-tenant freestanding signs, a landscaped area shall be provided on premises at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

SETBACKS

No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.

*All Electrical service to all freestanding signs will be buried underground on a separate permit by others.

Tenant	Sign Type	Function	Location	Size	Illumination	Materials	Code
Pad Buildings	Wall mounted signs	Tenant Identification	All elevations that offer readability	1 sf/1' linear foot of front elevations; and ½ sf/1 linear foot of other walls upon which signage is placed. 200 sf maximum aggregate.	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material	Meets Code
Multifamily	Wall mounted signs	Building Identification	Within at least three feet of the main entry	3 Sq. Ft. Max of 6' Tall in Height	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material	Meets Code

*Pad Tenant to determine which building fascia will be considered the front of the building.

IV. RETAIL BUILDING MOUNTED WALL SIGNAGE

SIZE AND LOCATION SPECIFICATIONS:

All Occupants must have storefront signs fabricated from internally illuminated individual pan channel letters, logos, and wall cabinet signs. Wall cabinet signs limited to 10 Sq. Ft.

LOCATIONS:

Centered horizontally and vertically within the architectural frontage and/or directly over the doorway if space permits.

LAYOUT RESTRICTIONS:

The overall length of any sign shall not exceed 80% of the architectural frontage on which it is placed. The overall height shall not exceed 70% of the most narrow portion of the vertical fascia height on which it is placed.

V. STOREFRONT SIGNAGE & GRAPHICS

No more than 25% of each individual window, panel or awning area may have signage/graphics applied to, or within three feet (3′) behind the window area.

Storefront graphics aggregate allowances include all temporary signage applications and/or any permanent identification signage.

LAYOUTS:

All Storefront signage and graphic layouts shall be approved in writing by the Committee for quality and consistency prior to submittal to the City of Goodyear for permitting approvals.

RESTRICTIONS:

Storefront graphics may not be neon-tubing elements or use fluorescent colors.

No printed, hand lettered, window painted sales promotions will be allowed.

Printed menus are not allowed to be taped to windows. Menus for take out or eat in restaurants or in-store services must be within an architecturally integrated enclosed design element and shall not exceed the 25% of the window/panel area. These may be internally illuminated.

Signage/Graphics or any material applied to the windows is not allowed except for what is stated above.

V. GENERAL SIGN STANDARDS AND REQUIREMENTS

All signs at Estrella Commons District must be compatible with the standards outlines in these Comprehensive Sign Package Standards. The purpose of the sign standards is to ensure an attractive shopping environment and to protect the interests of the surrounding neighborhood, Developer and Owner/Occupants of all parcels within Estrella Commons District. Conformance will be strictly enforced, and any installed nonconforming or unapproved signs will be brought into conformance at the sole expense or the Owner/Occupant.

Sign Consultant: Andy Gibson
Bootz & Duke Sign Co. • 2831 W. Weldon Ave. | Phoenix, AZ 85017
Phone: 602-272-9356 • Fax: 602-272-4608 • andy@bootzandduke.com

E1

Manufacture and Install Reverse Pan Channel Letters for Entry Wall

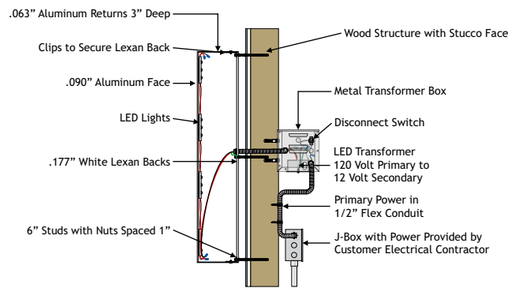
18.60 Sq. Ft. Scale: 1/4” - 1’-0”

- Returns: .063” CLC 3” Deep Painted
- Faces: .090” Aluminum Painted
- Backs: 3/16” White Lexan Clip Mounted to the Returns
- Illumination: White LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Spaced 1” off the Entry Wall Fascia

To Match/Mirror Existing



LED Halo-Illuminated Pan Channel Letters



Electrical Specifications

- [X] U.L. Required [ ] Other ____ [ ] Non U.L. Required ____
- [X] 120 Volts [ ] 277 Volts [ ] Other ____
- (1) 20 Amp Circuits Necessary 2.5A Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

- Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.
- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.
- The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.



M1a

Manufacture and Install One(1) Internally Illuminated Monument Sign on Rosevelt Monument Sign: Scale: 3/8” - 1’-0”

- **Structure:** Aluminum Angle Skinned with .090” Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16” Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** LEDs Spaced as Necessary for Ample Illumination
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

11.50 Per Panel x 5 = 57.50 Sq. Ft.




Sherwin Williams
SW 7040 “SMOKEHOUSE”


Sherwin Williams
SW 7023 “REQUISITE GRAY”


Sherwin Williams
SW 7636 “ORIGAMI WHITE”


Mesastone
“MOJAVE BROWN”

M1b

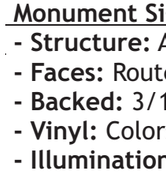
Manufacture and Install One(1) Internally Illuminated Monument Sign on Estrella Monument Sign: Scale: 3/8” - 1’-0”

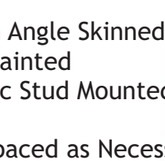
- **Structure:** Aluminum Angle Skinned with .090” Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16” Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** LEDs Spaced as Necessary for Ample Illumination
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

Reverse Pan Channel Letters:

- **Returns:** .063” CLC 3” Deep Painted Satin White
- **Faces:** .090” Aluminum Painted Satin White
- **Backs:** 3/16” White Lexan Clip Mounted to the Returns
- **Illumination:** White LEDs
- **Power Supplies:** Remote in Transformer Box
- **Installation:** Spaced 1” off the Building Fascia

11.50 Per Panel x 5 = 57.50 Sq. Ft.
Apartment Copy = 14.58 Sq. Ft.
Total = 72.08 Sq. Ft.


Sherwin Williams
SW 7040 “SMOKEHOUSE”


Sherwin Williams
SW 7023 “REQUISITE GRAY”


Sherwin Williams
SW 7636 “ORIGAMI WHITE”

Mesastone
“MOJAVE BROWN”



M2

Manufacture and Install One(1) Internally Illuminated Monument Sign

Monument Sign: Scale: 3/8” - 1’-0”

- **Structure:** Aluminum Angle Skinned with .090” Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16” Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** LEDs Spaced as Necessary for Ample Illumination
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

Tenant Panel = 29.39 Sq. Ft.



Sherwin Williams
SW 7040 “SMOKEHOUSE”

Sherwin Williams
SW 7023 “REQUISITE GRAY”

Sherwin Williams
SW 7636 “ORIGAMI WHITE”

Mesastone
“MOJAVE BROWN”

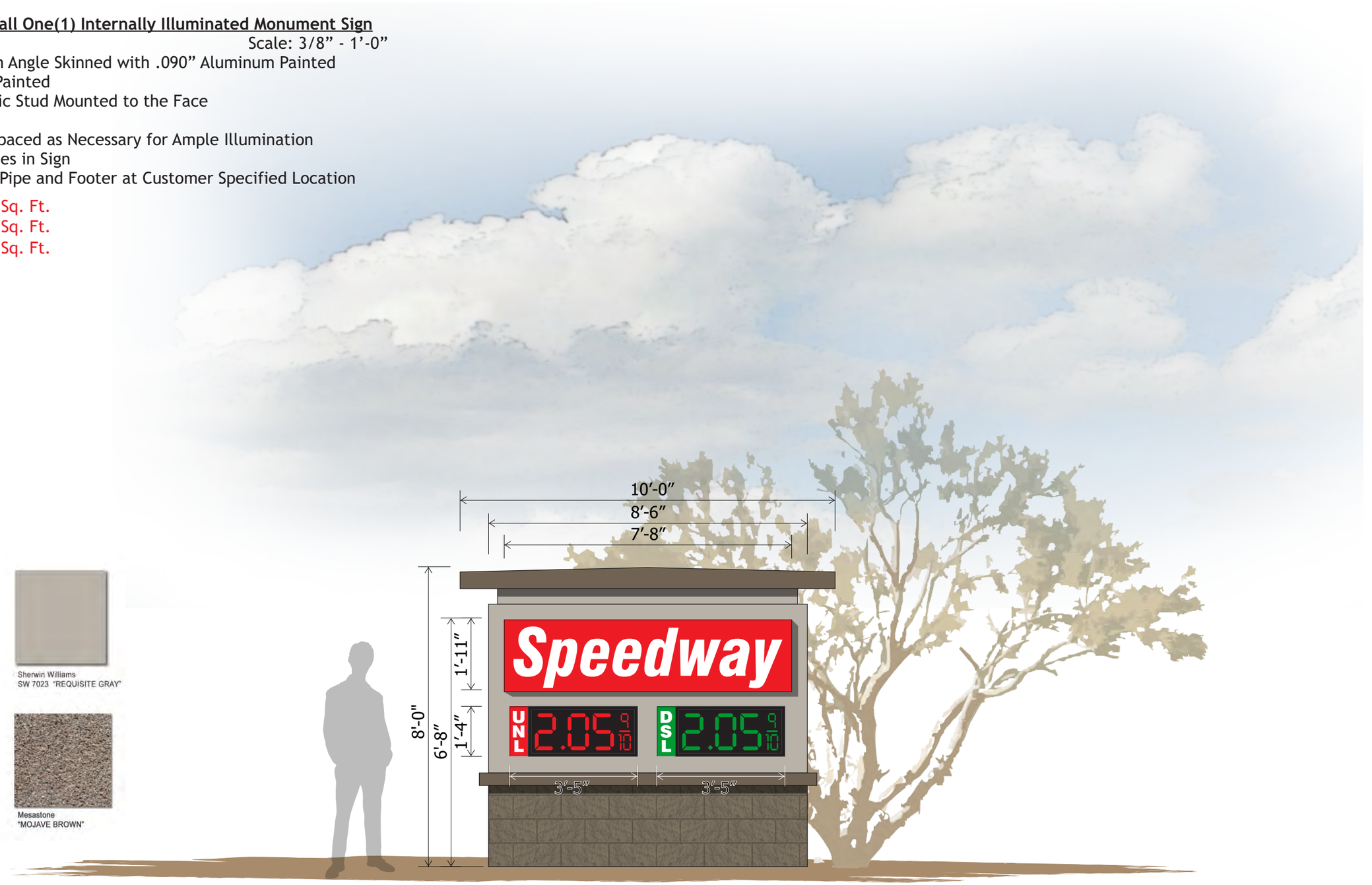
F1

Manufacture and Install One(1) Internally Illuminated Monument Sign

Monument Sign: Scale: 3/8” - 1’-0”

- **Structure:** Aluminum Angle Skinned with .090” Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16” Acrylic Stud Mounted to the Face
- **Vinyl:** Colors TBD
- **Illumination:** LEDs Spaced as Necessary for Ample Illumination
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location

Tenant Panel = 14.69 Sq. Ft.
Fuel Display = 9.11 Sq. Ft.
Total = 23.80 Sq. Ft.

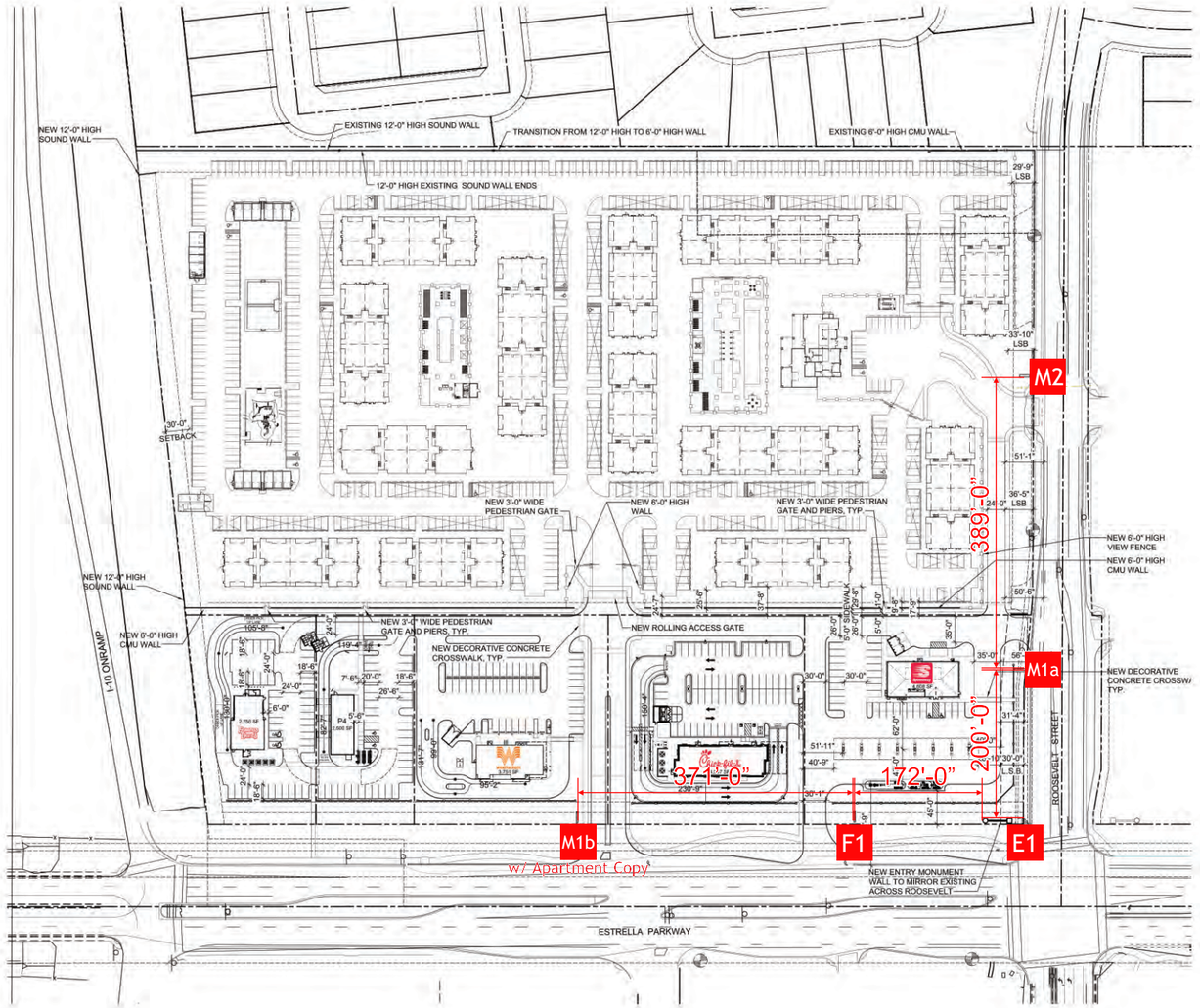


Sherwin Williams
SW 7040 “SMOKEHOUSE”

Sherwin Williams
SW 7023 “REQUISITE GRAY”

Sherwin Williams
SW 7636 “ORIGAMI WHITE”

Mesastone
“MOJAVE BROWN”



CONCEPTUAL SITE PLAN
SCALE: 1" = 80'-0"

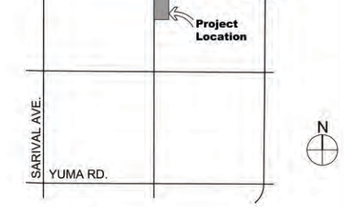
N

0' 80' 160' 240'
SCALE: 1" = 80'-0"

SITE DATA

APN:	500-10-860
ZONING (EXISTING):	PAD
USE (EXISTING):	UNDEVELOPED
USE (PROPOSED):	LIMITED SERVICE RESTAURANT W/ DRIVE-THRU
SITE AREA (NET):	
P1	82,276 SF (1.88 AC.)
P2	73,208 SF (1.68 AC.)
P3	72,435 SF (1.66 AC.)
P4	36,641 SF (0.84 AC.)
P5	36,727 SF (0.84 AC.)
MULTI-FAMILY	735,009 SF (16.87 AC)
TOTAL	1,036,296 SF (23.79 AC)
BUILDING DATA:	
P1	4,608 SF
P2	4,947 SF
P3	3,751 SF
P4	2,500 SF
P5	2,750 SF
TOTAL:	18,556 SF
BUILDING LOT COVERAGE:	6.16%
PARKING (1/300 RETAIL/C-STORE, 40% DINING-1/50, 60% KITCHEN-1/150, PATIO-1/150):	
REQUIRED:	
P1	16 SPACES
P2	63 SPACES
P3	45 SPACES
P4	32 SPACES
P5	44 SPACES
TOTAL :	200 SPACES
PARKING PROVIDED:	
P1	31 SPACES
P2	60 SPACES
P3	48 SPACES
P4	40 SPACES
P5	47 SPACES
SUB-TOTAL PROVIDED:	(STANDARD) 216 SPACES
	(ACCESSIBLE) 10 SPACES
TOTAL PROVIDED:	226 SPACES
PARKING RATIO:	12.18%

VICINITY MAP:



Evergreen
Development | Services | Investments

SITE PLAN

Estrella Commons Mixed-Use Development
NEC Roosevelt Street & Estrella Parkway
Goodyear, AZ 85338
05.21.2021
PROJECT NO.: 20085

VERTICAL DESIGN STUDIOS
Architecture • Planning • Interior Design
4650 E. Cotton Center Boulevard Phoenix, AZ 85040
602.395.1000 www.verticaldesignstudios.com

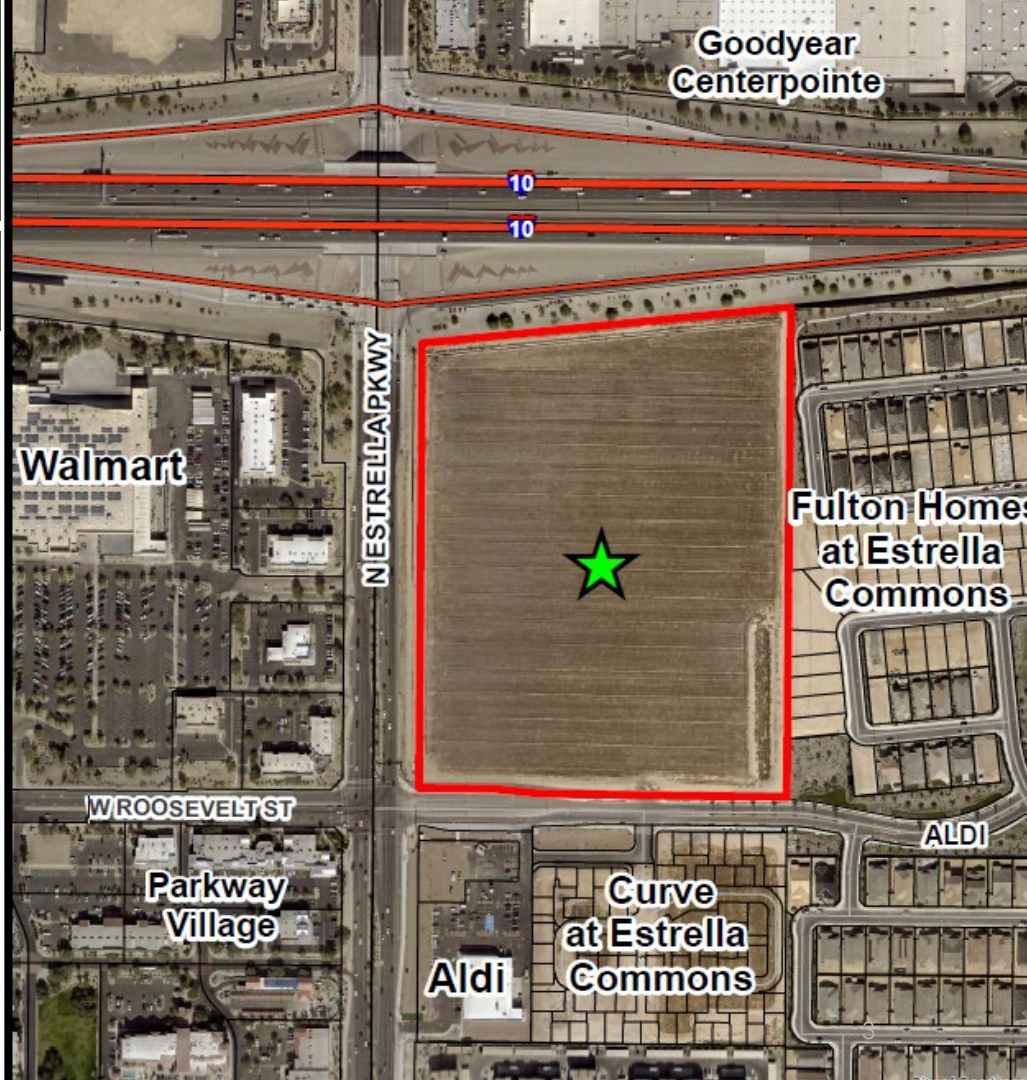
Estrella Commons District Comprehensive Sign Package


Goodyear Civic Square
Goodyear Centerpointe
Walmart
Snyder's
Fulton @ Hudson Common
Parkway Village
W MONTE VISTA RD
W CORONADO RD
W MCDOWELL RD
W PORTLAND ST
W ROOSEVELT ST
W FILLMORE ST
W VAN BUREN ST
W ENCANTO BLVD
N EAGLE PASS DR
N 159TH AVE
N 157TH LN
N 158TH AVE
N ESTRELLA AVE
N BULLARD AVE
10

Subject Property

ESTRELLA COMMONS DISTRICT

- Northeast corner of Estrella Parkway & Roosevelt Street
- Rezoned in July 2021 to MF-24 and C-2 with PAD Overlay



Current Policy

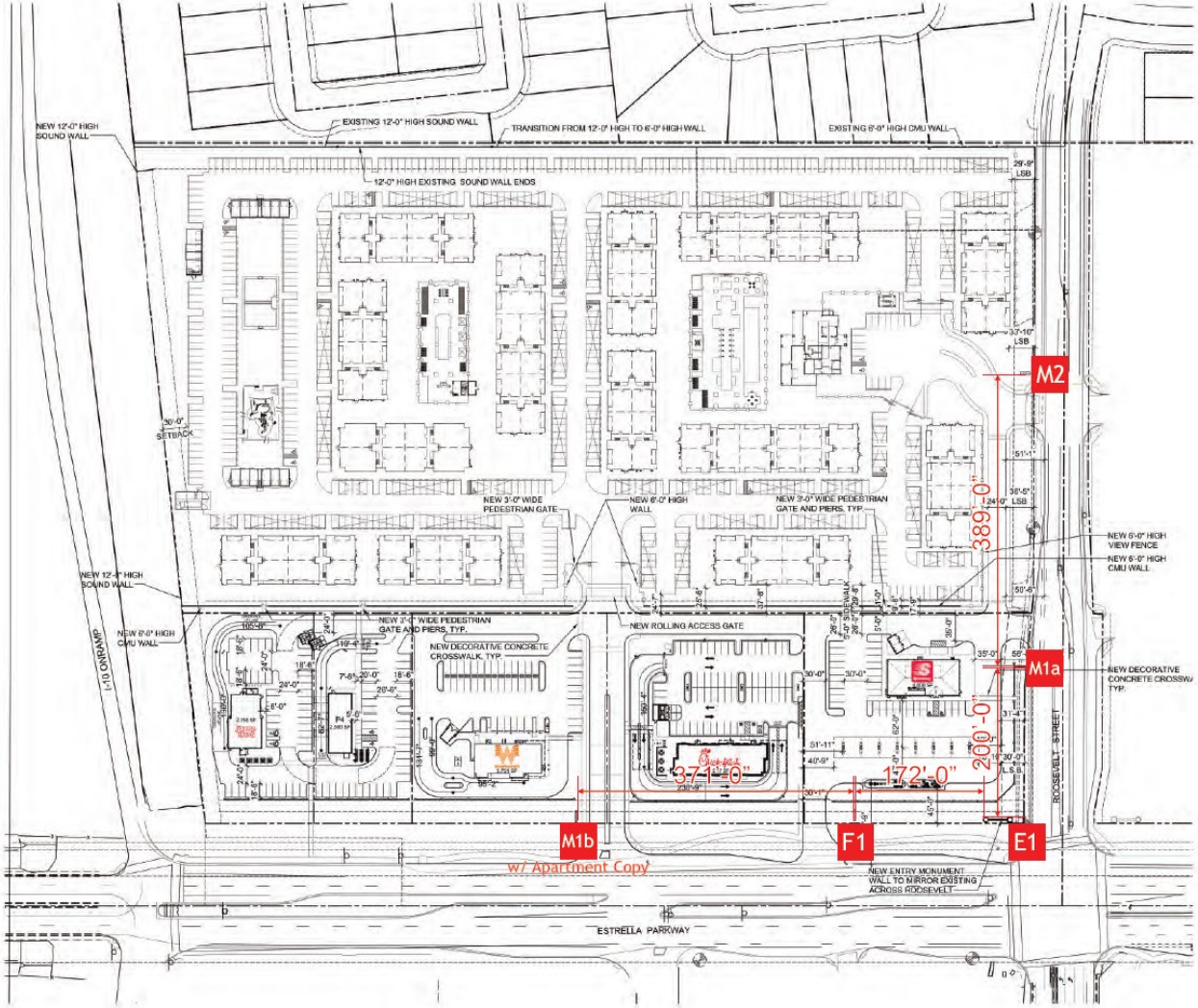
ESTRELLA COMMONS DISTRICT

- Comprehensive Sign Package (CSP) – comprehensive and coordinated signage with enhanced design within a development area

- Modifications may be requested (i.e. larger signs, additional signs)

- CSP requires PZC and CC approval

I-10 Freeway


North
NEW 12'-0" HIGH SOUND WALL
EXISTING 12'-0" HIGH SOUND WALL
TRANSITION FROM 12'-0" HIGH TO 6'-0" HIGH WALL
EXISTING 8'-0" HIGH CMU WALL
12'-0" HIGH EXISTING SOUND WALL ENDS
30'-0" SETBACK
NEW 3'-0" WIDE PEDESTRIAN GATE
NEW 6'-0" HIGH WALL
NEW 3'-0" WIDE PEDESTRIAN GATE AND PIERS, TYP.
NEW 12'-0" HIGH SOUND WALL
NEW 6'-0" HIGH CMU WALL
I-10 ONRAMP
NEW 3'-0" WIDE PEDESTRIAN GATE AND PIERS, TYP.
NEW DECORATIVE CONCRETE CROSSWALK, TYP.
NEW ROLLING ACCESS GATE
NEW 6'-0" HIGH VIEW FENCE
NEW 6'-0" HIGH CMU WALL
NEW DECORATIVE CONCRETE CROSSWALK, TYP.
ROOSEVELT STREET
M2
M1a
M1b
F1
E1
389'-0"
200'-0"
172'-0"
37'-1"-0"
w/ Apartment Copy
NEW ENTRY MONUMENT WALL TO MIRROR EXISTING ACROSS ROOSEVELT
ESTRELLA PARKWAY

To Match/Mirror Existing



Corner monument to match existing Estrella Commons Sign

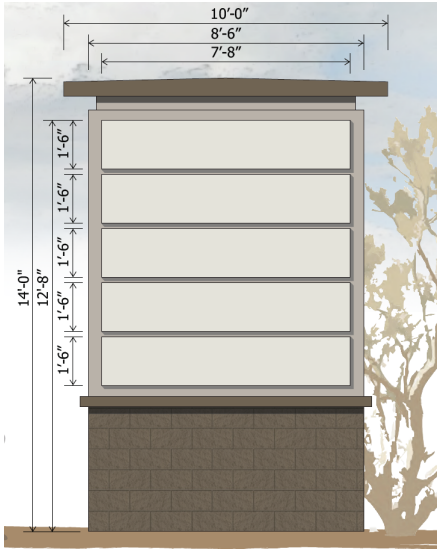


Requested Modifications

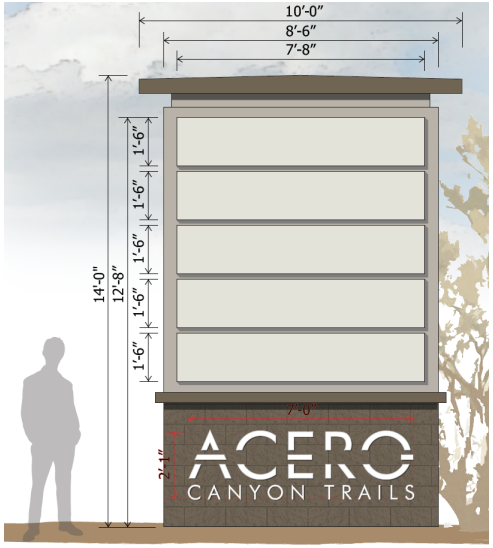
MONUMENT SIGNS

Development Standard	Zoning Ordinance	Request
Max. Area	48 sq. ft.	73 sq. ft.
Max. Height	12 ft.	14 ft.
Quantity	1 per driveway	1 per street frontage

Area = 58 sq.ft.



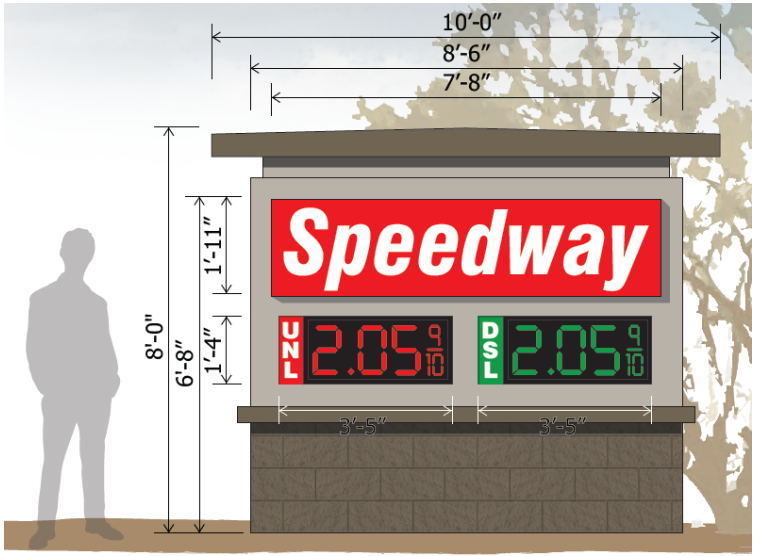
Area = 73 sq.ft.



Requested Modifications

GASOLINE SERVICE STATION SIGNS

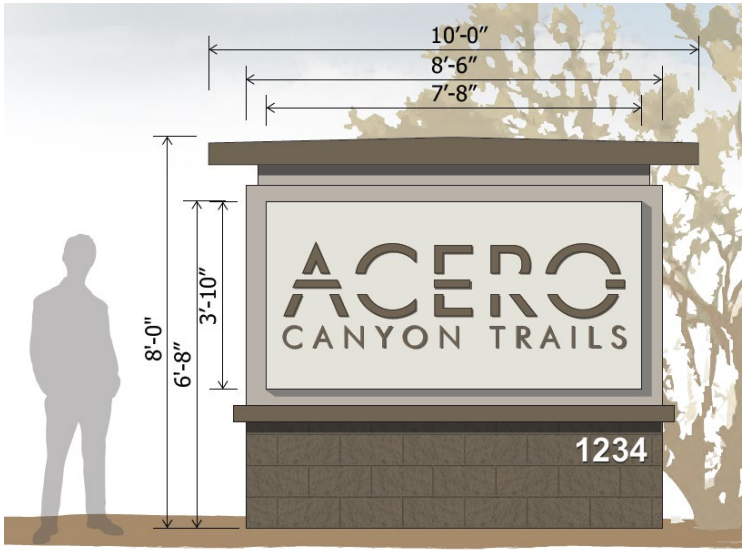
Development Standard	Zoning Ordinance	Request
Max. Height	6 ft.	8 ft.



Requested Modifications

RESIDENTIAL MONUMENT SIGN (MULTIFAMILY)

Development Standard	Zoning Ordinance	Request
Max. Height	6 ft.	8 ft.



Recommendation

ESTRELLA COMMONS DISTRICT CSP

- All other signs meet requirements
- Request meets evaluation criteria
- Modifications are appropriate and acceptable
- PZC recommended approval on 3/16/2022

ITEM #: 26.
DATE: 03/28/2022
AI #:695

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZING THE ISSUANCE OF THE CITY OF GOODYEAR GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY, FIRE PROTECTION, TRANSPORTATION AND HIGHWAY IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED $26,040,000

STAFF PRESENTER(S): Jared Askelson, Deputy Finance Director

SUMMARY

Resolution No. 2022-2223 authorizes the sale, issuance and delivery of not to exceed $26,040,000 aggregate original principal amount of the City of Goodyear, Arizona, Obligation Bonds, Series 2022 ("Bonds").

Recommendation

ADOPT RESOLUTION NO. 2022-2223 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2022; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY. (Jared Askelson, Finance Manager-Financial Services)

FISCAL IMPACT

Ad valorem property taxes will secure the payment of the Bonds. The issuing of the Bonds will result in a debt service payment averaging $1.7 million annually. The annual payments will be paid from the secondary property tax levy and structured to meet the Council's adopted policy of a total tax rate (Primary and Secondary) not to exceed $1.74 per $100 of assessed value. The $26,040,000 generated from the sale of bonds will be used to fund the Renovation of Fire Station 183, Phase II of the Police Administrative Building, and Camelback Road-State Route 303 to 152nd Avenue.

BACKGROUND AND PREVIOUS ACTIONS

Voters in the City approved the issuance of general obligation ("*GO*") bonds of the City at special bond elections held on May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004. The City has previously issued GO bonds authorized at the respective special bond elections, and now desires to issue additional GO bonds to finance certain improvements for the public benefit of the City.

STAFF ANALYSIS

The Bonds will be issued in an aggregate original principal amount not to exceed $26,040,000, with a yield not exceeding 5.00%, and a maximum maturity not to exceed July 1, 2042. The Bonds are secured by ad valorem property taxes without limit as to rate or amount, however it is estimated that the resulting total property tax rate will not exceed $1.74 in accordance with adopted financial policies.

The issuance of the Bonds will provide funds to finance the construction, acquisition and equipping certain public safety, fire protection, transportation and street and highway improvements to pay the costs of issuance of the Bonds. The Bonds were approved by the voters of the City. City staff has consulted with Hilltop Securities Inc., as financial advisor to the City, with respect to the ad valorem property tax impact related to the Bonds. City staff has reviewed the proposed issuance and sale of the Bonds, and finds that the Bonds will finance needed infrastructure for the City and the contemplated transaction is in compliance with State of Arizona law and City policies.

Attachments

Resolution

DRAFT Bond Registrar, Transfer Agent and paying Agent Contract

DRAFT Continuing Disclosure Certificate

DRAFT Bond Purchase Agreement

DRAFT Preliminary Official Statement

RESOLUTION NO. 2022-2223

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2022; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY.

WHEREAS, the City of Goodyear, Arizona (the "*City*") now desires to issue and sell aggregate principal amount of not to exceed $26,040,000 of its General Obligation Bonds, Series 2022 (the "*Bonds*"), for the purposes and according to the terms as set forth in this resolution; and

WHEREAS, pursuant to special bond elections held in and for the City on May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004 (collectively, the "*Elections*"), the issuance of the Bonds has been approved; and

WHEREAS, the firm of Hilltop Securities Inc., will serve as the City's financial advisor (the "*Financial Advisor*") with respect to the Bonds; and

WHEREAS, the Mayor of the City and Council of the City (together with the Mayor, the "*Council*") will receive a proposal for the purchase of the Bonds from Stifel, Nicolaus & Company, Incorporated (the "*Underwriter*"), in the form of a bond purchase agreement (the "*Bond Purchase Agreement*") now on file with the Clerk of the City (the "*City Clerk*"), and the Council desires that the Bonds be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Finance Director and agreed to by the Underwriter; and

WHEREAS, within and by the parameters set forth in this resolution, the Council will authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter in accordance with the Bond Purchase Agreement and at such prices, interest rates, maturities and redemption features as may be hereafter determined by the Finance Director of the City (the "*Finance Director*"), with the advice of the Financial Advisor, and agreed to by the Underwriter; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of Arizona to happen, exist and be performed precedent to and in the adoption of this resolution have happened, exist and have been performed as so required in order to make this resolution a valid and binding instrument for the security of the Bonds authorized herein.

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

Section 1. **Authorization**. For the purpose of providing funds to make certain of the acquisitions and public improvements authorized by the qualified electors of the City at the Elections, there is hereby authorized to be executed, issued and sold an aggregate principal amount of the Bonds not to exceed $26,040,000 in accordance with the provisions of this resolution and delivered to the Underwriter against payment therefor. The Bonds are designated "City of Goodyear, Arizona, General Obligation Bonds, Series 2022." The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Underwriter. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2022.

Section 2. **Terms**.

A. Bonds. The Bonds will be dated such date, will mature on July 1 in some or all of the years 2022 through 2042, inclusive, and will bear interest from their date to the maturity or earlier redemption date of each of the Bonds, all as set forth in the Bond Purchase Agreement and provided that the Bonds, in the aggregate, shall have a yield not exceeding 5.00%.

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds shall be as set forth in the Bond Purchase Agreement and approved by the Finance Director, and such approval shall be evidenced by the execution and delivery of the Bond Purchase Agreement. The Bonds are expected to be initially issued in fully registered book-entry-only form in amounts equal to the respective year's maturity amount. The Bonds will be in the denominations of $5,000 of principal each or integral multiples thereof. Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each, an "*Interest Payment Date*") during the term of the Bonds, commencing July 1, 2022 (or on a later date as set forth in the Bond Purchase Agreement).

B. Book-Entry-Only System. So long as the Bonds are administered under the book-entry-only system (the "*Book-Entry-Only System*") described herein, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in "same-day funds" no later than the time established by The Depository Trust Company ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the City and DTC). The City has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of its bonds, including the Bonds, and while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

C. Registration. If the Book-Entry-Only System is discontinued, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds (the owner or owners of the Bonds as shown on the Registrar's registration books shall be referred to individually as "*Owner*" or collectively "*Owners*"). While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. The Bonds will be administered by the Registrar in a manner that ensures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The City recognizes that Section 149(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at

the time the Bonds are delivered. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

D. Payment. So long as the Bonds are held under the Book-Entry-Only System, all payments of principal, interest and premium, if any, shall be paid to DTC in accordance with the City's arrangements with DTC. If the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent (as defined herein) by check (unless the Owner of the Bonds is eligible for payment by wire transfer) mailed to the Owner thereof at such Owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

If the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. If the Book-Entry-Only System is discontinued, upon written request made 20 days prior to an Interest Payment Date by an Owner of at least $1,000,000 in principal amount of Bonds outstanding, all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to a Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same day funds".

E. Other Terms. The Bonds shall have such additional terms and provisions as are set forth in substantially the form of the Bond attached hereto as *Exhibit A* and shall be sold under the terms and conditions set forth in the Bond Purchase Agreement.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the payment of which have been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 3. **Prior Redemption**.

A. Optional Redemption. The Bonds may be subject to redemption prior to their stated maturity date as determined by the Finance Director and set forth in the Bond Purchase Agreement.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as determined by the Finance Director and set forth in the Bond Purchase Agreement.

C. Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond registration books maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered Owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If the monies for the payment of the redemption price and accrued interest are not held in separate accounts with the City, a depository trustee or the Paying Agent prior to sending the notice of redemption, such redemption will be conditional on such monies being so held on or prior to the date set for redemption and if not so held by such date the redemption shall be cancelled and be of no force and effect. The notice of redemption will describe the conditional nature of the redemption.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the City, a depository trustee or the Paying Agent, interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the redemption price thereof, and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. The City may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Registrar shall cause to be issued a new Bond in a principal amount

equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the Owner thereof.

Section 4. **Security**. For the purpose of paying the principal of, premium (if any), interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax, without limit as to rate or amount, sufficient to pay all such principal, premium (if any), interest and administration costs on the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. The proceeds of the taxes shall be kept in a special fund and shall be used only for the purpose for which collected.

Section 5. **Use of Proceeds**. The proceeds from the sale of the Bonds shall be set aside and used by the City for the following purposes in the following estimated amounts:

Amount	Election	Purpose	Debt Limit
$9,675,000	1988, 1994, 2000	Public Safety Improvements	20%
5,270,000	2000, 2004	Fire Protection Improvements	20%
3,250,000	2000	Transportation Improvements	20%
7,845,000	2000	Street and Highway Improvements	20%

The Bonds will be charged against the City's 20% debt limit (Article 9, Section 8, Arizona Constitution) as shown above. Notwithstanding the foregoing, upon finalizing the Bond Purchase Agreement as contemplated herein, and if necessary, the Finance Director is authorized to change the amounts and use of proceeds set forth above to accurately reflect the final terms of the Bonds and the intended uses of the proceeds by the City. Any such changes shall be certified in a closing certificate signed by the Finance Director. Further, the Finance Director in such closing certificate shall allocate such amounts and purposes to the maturities of the Bonds. The moneys for each separate purpose as stated above or as set forth in the closing certificate of the Finance Director as to use of proceeds shall be applied and used solely for the respective purpose set forth in the respective ballot question submitted to the qualified electors of the City at the Elections.

The Bonds allocated for each purpose will mature in the amounts and in the years determined by the Finance Director to be in the best interests of the City as shown in such closing certificate executed and delivered by the Finance Director at the time of delivery of the Bonds.

Any premium received from the sale of the Bonds shall be used for the purpose set forth above and to pay the Underwriter's compensation and any other costs of issuance lawfully payable from such premium. If net premium received from the sale of the Bonds is used for the purposes set forth above, such use of net premium shall be in accordance with A.R.S. § 35-457(D).

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Bond Purchase Agreement and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. If the Book-Entry-Only System is

discontinued, the forms of the Bonds shall be adjusted to accommodate the requirements of non-book-entry bonds. The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of its authentication and registration. The Bonds are prohibited from being converted to coupon or bearer form without the consent of the Council and approval of Bond Counsel.

Section 7. **Execution of Bonds and Other Documents**.

A. **Bond Purchase Agreement**. The Bond Purchase Agreement is hereby approved, and the Mayor, any member of the Council or the Finance Director, is each hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City. The Finance Director shall cause the Bond Purchase Agreement to be completed to reflect the terms of the Bonds, including the price at which the Bonds are sold and provisions for original issue premium or original issue discount with respect thereto. Execution and delivery of the Bond Purchase Agreement, as completed, by the Mayor, any member of the Council or the Finance Director, shall constitute conclusive evidence of approval of such final terms and provisions.

B. **Bonds**. The Bonds shall be executed for and on behalf of the City by the Mayor and attested by the City Clerk by their manual or facsimile signatures and the City seal will be photographically, mechanically or manually imprinted, affixed or reproduced on the Bonds. If the signatures are affixed or imprinted by facsimile, the Mayor and City Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid. A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

C. **Registrar Contract**. The form of bond registrar, transfer agent and paying agent contract now on file with the City Clerk concerning duties of the Registrar and the Paying Agent for the Bonds is hereby approved and the Mayor, any member of the Council or the Finance Director is each hereby authorized and directed to prepare, execute and deliver such contract on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution and delivery by such officer shall constitute conclusive evidence of such approval.

D. **Continuing Disclosure Certificate**. The form of a continuing disclosure certificate now on file with the City Clerk is hereby approved. The Mayor, the City Clerk or the Finance Director are each hereby authorized and directed to prepare, execute and deliver such certificate on behalf of the City. Execution and delivery by such officer shall constitute conclusive evidence of approval of the certificate.

E. **Official Statement**. The preparation of a preliminary official statement to be used in connection with the sale of the Bonds is hereby authorized and approved and its distribution by the Underwriter is hereby authorized and approved. Such preliminary official statement shall be in a form that is approved and deemed "final" for all purposes of Section

240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (the "*Rule*"), by the Mayor, any member of the Council or the Finance Director. The City will cause a final official statement (the "*Official Statement*") in substantially the form of the preliminary official statement referred to above, but with omissions permitted by the Rule, to be prepared and distributed with the Bonds in accordance with the Rule. The Mayor, any member of the Council or the Finance Director is each hereby authorized to approve, execute and deliver the Official Statement on behalf of the City. Execution and delivery by such officer shall constitute conclusive evidence of such approval.

F. **Authority**. In the event the Mayor, the Finance Director, or any other officer of the City is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Council may act in the capacity of such officer for the purpose of discharging such obligation or duty.

Section 8. **Mutilated, Lost or Destroyed Bonds**. In case any Bond becomes mutilated or destroyed or lost, the Registrar shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of the Bond destroyed or lost, filing with the City and the Registrar of evidence satisfactory to the City and the Registrar that such Bond was destroyed or lost, and furnishing the City and the Registrar with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

Section 9. **Registrar and Paying Agent**. The City will maintain an office or agency where Bonds may be presented for registration or transfer (the "*Registrar*") and an office or agency where Bonds may be presented for payment (the "*Paying Agent*"). The Finance Director may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners of the Bonds.

Initially, U.S. Bank Trust Company, National Association shall act as both the Registrar and the Paying Agent with respect to the Bonds. An entity into which either or both of the Registrar and the Paying Agent is merged or consolidated shall continue as the Registrar and the Paying Agent hereunder without notice to the Owners of the Bonds or any further action by the City. The City may change the Registrar or the Paying Agent without notice to or consent of Owners of the Bonds and the City may act in any such capacity.

Each Paying Agent shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the Owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the City to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep separate registration books for the Bonds, which will show the Owners of the Bonds and any transfer of the Bonds. So long as the Book-Entry-Only System is in effect, no transfer of the Bonds shall occur. If the Book-Entry-Only System is discontinued and Bonds are presented to the Registrar or a co-registrar with a request to transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

The "*Record Date*" for the Bonds shall be the close of business of the Registrar on the 15th day of the month preceding an Interest Payment Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the Owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar shall authenticate Bonds for original issue not to exceed $26,040,000 in original aggregate principal amount upon the written request of the Finance Director. The aggregate principal amount of Bonds outstanding at any time may not exceed this amount except for replacement Bonds as to which the requirements of the Registrar and the City are met.

Section 10. **Resolution a Contract**. This resolution shall constitute a contract between the City and the Owners and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the Owners of the Bonds then outstanding. The performance by the Mayor, any member of the Council, the Finance Director and the City Clerk of the obligations in this resolution, the Bonds and the other agreements listed in Section 7 of this resolution is hereby authorized and approved.

Section 11. **Ratification of Actions**. All actions of the officers and agents of the City which conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this resolution.

Section 12. **Bond Insurance or Credit Enhancement**. The Finance Director is hereby authorized to expend or cause to be expended Bond proceeds to purchase bond insurance or other credit enhancements for the Bonds if deemed to be in the City's best interest.

Section 13. **Tax Covenants**. In consideration of the purchase and acceptance of the Bonds by the Owners thereof and, as authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the City covenants with the Owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to

inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

With respect to the Bonds herein authorized to be sold, the City or a partner of Gust Rosenfeld P.L.C., bond counsel to the City ("*Bond Counsel*"), is authorized to execute and file on behalf of the City information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

The City will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; to pay to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; and limiting the term of and yield on investments made with moneys relating to the Bonds.

The Council hereby authorizes the Finance Director, or his or her designee, to represent and act for the City in all matters pertaining to the City's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities Exchange Commission and other governmental entities requests, reporting requirements and post issuance compliance policies and matters.

Section 14. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Council hereby declares that this resolution would have been adopted and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 15. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 16. **Budget Transfer Authorization**. Pursuant to this resolution any budget transfers necessary related to the sale, issuance and delivery of the Bonds and initial debt service of the Bonds are hereby authorized and approved.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Goodyear, Arizona, this 28th day of March, 2022.

_____
Joe Pizzillo, Mayor

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Timothy A. Stratton
Gust Rosenfeld P.L.C., Bond Counsel

Exhibit A: Bond Form

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA
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 Resolution No. 2022-2223 is a true, correct and accurate copy of Resolution No. 2022-2223, passed and adopted at a regular meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on March 28, 2022, at which a quorum was present and, by a _____vote, ___voted in favor of said resolution.

Given under my hand and sealed this 28th day of March, 2022.

seal

_____
Darcie McCracken, City Clerk

EXHIBIT A

(Form of Book-Entry-Only Bond)

Number: R-___ Denomination: $_____

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the registrar (or any successor registrar) for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BOND,
SERIES 2022

Interest Rate	Maturity Date	Original Dated Date	CUSIP
____%	July 1, 20__	_____, 2022	382505 ___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____)

CITY OF GOODYEAR, ARIZONA (the "*City*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[The bonds maturing on or prior to July 1, 20[32], are not subject to call for redemption prior to maturity. The bonds maturing on July 1, 20[33], through and including July 1, 20[40] [and the _._% bond maturing on July 1, 2041], are subject to call for redemption prior to maturity, at the option of the City, in whole or in part, on July 1, 20[32], or on any date thereafter, by the payment of a redemption price equal to the principal amount of each bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.]

[The _._% bond maturing on July 1, 20[41] is subject to call for redemption prior to maturity, at the option of the City, in whole or in part, on July 1, 20[25], or on any date thereafter, by the payment of a redemption price equal to the principal amount of each bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.]

[The bonds maturing on July 1, 20__ and on July 1, 20__ will be redeemed from funds of the City prior to maturity on July 1 of the following years and in the following amounts, upon

payment of the redemption price which consists of the principal amount of the bonds so redeemed plus accrued interest, if any, on the bonds so redeemed from the most recent interest payment date to the redemption date, but without premium:

Redemption Date (July 1)	Principal Amount
20__	$____,000
20__	____,000
20__	____,000
20__*	____,000

* Maturity]

Interest is payable on January 1 and July 1 of each year commencing [_____] 1, 20[__], and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with existing arrangements between the City and DTC).

The "Record Date" for this bond will be the 15th day of the month preceding an interest payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of $[21,930,000] of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the City to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at elections duly called and held in and for the City, pursuant to a resolution of the Mayor and Council of the City duly adopted prior to the issuance hereof (the "*Resolution*") and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and

collection of ad valorem taxes on all taxable property within the City sufficient for that purpose, the full faith and credit of the City are hereby irrevocably pledged.

The registrar or paying agent may be changed by the City without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the corporate trust office of U.S. Bank Trust Company, National Association, upon surrender and cancellation of this bond. Bonds of this issue will be issued only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof.

The City, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The City has caused this bond to be executed by the Mayor and attested by the Clerk, which signatures may be facsimile signatures and the City seal has been photographically, mechanically or manually imprinted, affixed or reproduced on this bond. This bond is not valid or binding upon the City without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the City and the occurrence of certain other conditions.

CITY OF GOODYEAR, ARIZONA

_____

Mayor

ATTEST:

_____

Clerk

DATE OF AUTHENTICATION AND REGISTRATION: [_____, 2022].

CERTIFICATE OF AUTHENTICATION

This bond is one of the City of Goodyear, Arizona, General Obligation Bonds, Series 2022, described in the Resolution.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Registrar

_____
Authorized Representative

- -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT-_______Custodian_______
(Cust) (Minor)
under Uniform Gifts/Transfers to Minors Act ___(State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____
(Name and Address of Transferee)
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________ ____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _______________________

____
Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

____
Firm or Bank

____
Authorized Signature
Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

FEDERAL TAXPAYER I.D. NO. 86-6000249

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF THE CITY OF GOODYEAR, ARIZONA

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____] 1, 2022 (this "*Contract*"), is made and entered into between the **CITY OF GOODYEAR, ARIZONA** (the "*City*"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, Phoenix, Arizona (the "*Bank*"), and witnesseth as follows:

The City will issue its City of Goodyear, Arizona, General Obligation Bonds, Series 2022 (the "*Bonds*"), in the aggregate principal amount of $[_____]. The City Council of the City (the "*Council*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the City. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee name of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to, (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the City of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the City the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to, (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to, (i) providing a billing to the City at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date and in no event later than the time established by DTC on the date such payments

are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the City; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information for six years after payment; and (vii) making proof of such payments available to the City or any registered owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the 15th day of the month preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payment on a particular Bond will be mailed to the registered owner of the Bond as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**. The Bank agrees to provide certain notices to the registered owners of the Bond as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the City approving the issuance, sale and delivery of the Bonds. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption, nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to Bond registered owners and

information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will issue the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The City will transfer immediately available funds to the Bank no later than one business day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the City.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*")§§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three business day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Facsimile Instructions**. The Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("*Instructions*") given pursuant to this Contract and delivered using Electronic Means (as defined herein); provided, however, that the City, shall provide to the Bank an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Bank Instructions using Electronic Means and the Bank in its discretion elects to act upon such Instructions, the Bank's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Bank cannot determine the identity of the actual sender of such Instructions and that the Bank shall conclusively presume that Instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Bank have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Bank and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such Instructions notwithstanding such Instructions conflict or are inconsistent with a subsequent written Instruction. The City agrees: (A) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Bank, including without limitation the risk of the Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (B) that it is fully informed of the protections and risks associated

with the various methods of transmitting Instructions to the Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (C) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (D) to notify the Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Bank, or another method or system specified by the Bank as available for use in connection with its services hereunder.

9. **Fee Schedule; Initial Fee**. For its services under this Contract, the City will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until June 30, 2022 is $[____].00 and shall be billed by the Bank to the City after closing and paid by the City after the initial delivery of the Bonds solely from proceeds of the Bonds. Subsequent payments shall be made in accordance with this Contract.

10. **Costs and Expenses**. The City hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the City agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the City from any funds lawfully available therefor and the City agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the City on or about June 1, 2022, and prior to each June 1 thereafter.

12. **Hold Harmless**. The Bank shall indemnify and hold harmless the City, its Mayor and Council, the Finance Director and all boards, commissions, officials, officers and employees of the City, individually and collectively, for claims determined by a court of competent jurisdiction to have directly resulted from the Bank's failure to perform to its standard of care as herein stated, provided that the City shall be requested to deliver to the Bank written notice of any such claim within 30 calendar days of the City becoming aware of such claim.

13. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

14. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

15. **Amendment**. The City and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a 60-day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

16. **Resignation or Replacement**. The Bank may resign or the City may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the City or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the City; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after a notice of resignation is received by the City, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the City.

In the event the Bank resigns or is replaced, the City reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491 *et seq*., or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the City shall remain in full force and effect, but the Finance Director shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor registrar, transfer agent and paying agent or as reimbursement if the Finance Director acts as bond registrar, transfer agent and paying agent.

17. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration (or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein)) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the Arizona Department of Administration or the City, or the agents of either, to comply with the requirements of the Arizona Department of Administration (or any other party designated in applicable State law) pursuant to A.R.S. § 35-502.

18. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

19. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the City for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

20. **Examination of Records**. The City, or its duly authorized agents may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the City, the Bank or the Auditor General of the State of Arizona (the "*State*").

21. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the registered owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the City and shall be subject to the provisions of applicable law.

22. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

23. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the City of evidence satisfactory to the Bank and the City that such Bond was destroyed or lost, and furnishing the Bank and the City with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

24. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies

of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

25. **Automatic Succession**. Any company into which the Bank may be merged or with which it may be consolidated, or any company to whom Bank may transfer a substantial amount of its business, shall be the Successor to the Bank without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

26. **Covenants**. The City has agreed in its authorizing resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate, which may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the City. If the City does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the City, a rebate calculation is required to permit interest on the City's Bonds to be and remain exempt from gross income for federal income tax purposes, the City may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The City may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the City or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. This Contract shall be full authority to the City to cause to be levied and collected such amounts as may be necessary to make all rebates to the United States of America.

27. **Levy for Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the City agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

28. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

29. **Governing Law**. This Contract is governed by the laws of the State.

30. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

31. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under

A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep such papers, information and records as necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the City during normal business hours. The Bank and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto their property to perform the random inspections, granting the City access to, and use of, the Information, provided that the City agrees it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section and, subject to the requirements of law, including the public records of the State, the City will preserve the confidentiality of any information, records, or papers the City views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information, and waiving their respective rights to keep such Information confidential.

32. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law

33. **No Boycott of Israel**. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393

34. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following pages]

This Contract is dated and effective as of [_____] 1, 2022.

CITY OF GOODYEAR, ARIZONA

By_____
Mayor

ATTEST:

_____
City Clerk

[Signature Page of City to Bond Registrar, Transfer Agent and Paying Agent Contract]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature Page of Bank to Bond Registrar, Transfer Agent and Paying Agent Contract]

$[21,930,000]
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2022

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 382505)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*"), in connection with the issuance of its General Obligation Bonds, Series 2022 (the "*Bonds*"). In consideration of the initial sale, execution and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (each as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" means:

(i) a debt obligation;

(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) a guarantee of (i) or (ii),

except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____], 2022, relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2023, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's audited financial statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) if the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

(i) TABLE B-11: Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding;
(ii) TABLE B-14: Property Taxes Levied and Collected;
(iii) TABLE B-15: Direct and Overlapping Assessed Valuations and Total Tax Rates;
(iv) TABLE B-16: Assessed Value by Property Classification; and
(v) TABLE B-17: Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document

incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall, in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with applicable federal securities laws.

Note to Section 5(a)(xii) above: For the purposes of the event identified in section 5(a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has

assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: [Closing Date].

CITY OF GOODYEAR, ARIZONA

By_____
Its Finance Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $[21,930,000] General Obligation Bonds, Series 2022
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [Closing Date]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $[21,930,000] General Obligation Bonds, Series 2022
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [Closing Date], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $[21,930,000] General Obligation Bonds, Series 2022
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [Closing Date].

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

BOND PURCHASE AGREEMENT

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

_____, 2022

Mayor and Council
City of Goodyear, Arizona
190 North Litchfield Road
Goodyear, Arizona 85338

Upon the terms and conditions hereof and in reliance on the representations, warranties and covenants contained herein and in any certificates or other documents delivered pursuant hereto, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into the following agreement with the City of Goodyear, Arizona (the "City"), which, upon the acceptance hereof by the City, shall be binding upon the City and the Underwriter. The offer made hereby is made subject to the written acceptance of this Bond Purchase Agreement (this "Purchase Agreement") by the City on or before 11:59 P.M., Arizona time, on the date indicated hereinabove, and, if not so accepted, shall be subject to withdrawal by the Underwriter upon notice delivered to the City at any time after such time and prior to the acceptance of this Purchase Agreement by the City.

1. (a) The Underwriter shall purchase from the City, and the City shall sell to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "City of Goodyear, Arizona General Obligation Bonds, Series 2022" (the "Bonds"). The Bonds shall be as described in, and shall be issued and secured under the provisions of, a resolution adopted by the Mayor and Council of the City (the "Council"), on March 28, 2022 (the "Bond Resolution"), and Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and the Arizona Constitution (collectively, the "Act"). The Underwriter has not previously made any final agreement with the City to purchase the Bonds in an offering within the meaning of the SEC Rule (as defined herein).

(b) (i) The Bonds shall be dated the date of initial authentication and delivery thereof, and shall mature on the dates and in the amounts, be redeemable, bear

interest at the rates per annum and produce the yields or prices, in each case as set forth on the Schedule attached hereto, such interest being payable on January 1, 2023, and semiannually thereafter on each January 1 and July 1.

(ii) The Bonds shall be issued for the purpose of acquiring and constructing certain public safety, fire protection, transportation and street and highway improvements and paying the costs of issuance of the Bonds as described in the Bond Resolution.

(c) The purchase price for the Bonds shall be $_____ consisting of the principal amount of the Bonds, plus [net] original issue premium ($_____) with respect to the Bonds less compensation for the Underwriter (which includes the fees and disbursements of the hereinafter described Counsel to the Underwriter) ($_____) payable by wire transfer in immediately available funds. The City hereby expressly acknowledges that such purchase price, if the Bonds are sold to the public at the approximate prices or yields set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement (as defined herein), shall result in remuneration to the Underwriter of $_____, which includes the fees and disbursements of Counsel to the Underwriter. The Underwriter shall also be reimbursed for its expenses as provided in Section 8. The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be on May __, 2022, or on such other date as may be mutually agreeable to the Underwriter and the City.

(d) (i) The purchase and sale of the Bonds pursuant to this Purchase Agreement is an "arm's-length," commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Underwriter is and has been acting for and on behalf of itself, solely as a principal for its own account and is not acting as the agent or fiduciary of the City or as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement and Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), (iv) the Underwriter has financial and other interests that differ from those of the City, (v) the Underwriter has provided to the City prior disclosures under MSRB Rule G-17, which have been received by the City, and (vi) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

2. (a) The Underwriter intends to make an initial *bona fide* public offering of all of the Bonds at not in excess of the public offering prices (or not less than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement of the City relating to the Bonds, dated even date herewith (including all appendices thereto, the "Final Official Statement") and may subsequently change such offering

prices (or yields). The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

(b) (i) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on the date of the Closing, an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Gust Rosenfeld P.L.C. ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(ii) [Except as otherwise set forth in the Schedule attached hereto,] the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.] For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(iii) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto[, except as otherwise set forth therein]. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(I) the close of the fifth (5th) business day after the sale date; or

(II) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(iv) The Underwriter confirms that:

(I) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

1) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

2) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

3) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(II) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date

of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(v) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(vi) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(I) "public" means any person other than an underwriter or a related party,

(II) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(III) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(IV) "sale date" means the date of execution of this Purchase Agreement by all parties.

(vii) Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Underwriter's Certificate attached as the Exhibit hereto) even if such date is prior to the date of the Closing.

(c) The undersigned, on behalf of the Underwriter, but not individually, hereby represents and warrants that:

(i) the Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) this Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the City, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Purchase Agreement may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws");

(iii) the Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer; and

(iv) by entering into this Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, and for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel, companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

3. (a) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized and approved the distribution and use by

the Underwriter of the Preliminary Official Statement of the City relating to the Bonds, dated _____, 2022 (including all appendices thereto, the "Preliminary Official Statement" and, together with the Final Official Statement, the "Official Statement"), and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(b) The City caused the Preliminary Official Statement to be prepared and an authorized officer of the City, acting for and on behalf of the City, deemed the Preliminary Official Statement to be "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "SEC Rule") by execution of the Certificate Deeming the Preliminary Official Statement Final (the "Deemed Final Certificate").

(c) (i) WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE CITY IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT, RESPECTIVELY, THE CITY IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT and (ii) as of the date thereof, and at the time of the acceptance by the City of this Purchase Agreement, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The City shall provide to the Underwriter copies of the Official Statement in sufficient quantity to comply with the SEC Rule and the rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Agreement.

(e) The City authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission (the "SEC") or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Final Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Final Official Statement is prepared in accordance with Section 3(g) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Final Official Statement to EMMA.

(f) The Final Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the City and the Underwriter.

(g) During the period ending on the 25th day after the End of the Underwriting Period (as defined herein) or such other period as may be agreed to by the City and the Underwriter, the City (i) shall not supplement or amend the Final Official Statement or cause the Final Official Statement to be supplemented or amended without the prior written consent of

the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the City, that is reasonably likely to cause the Final Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the City, such event requires the preparation and distribution of a supplement or amendment to the Final Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Final Official Statement, in form and substance mutually agreed upon by the City and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the date of the Closing, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Final Official Statement.

(h) For purposes of this Purchase Agreement, the "End of the Underwriting Period" is used as defined in the SEC Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the City and the Underwriter, the City may assume that the End of the Underwriting Period is the date of the Closing.

(i) The Underwriter shall provide to the City such information relating to the Bonds which is not within the scope of knowledge of the City (including, but not limited to, the selling compensation of the Underwriter, offering price(s), interest rate(s), delivery date and other terms of the Bonds dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Agreement and with such other changes and amendments to the date thereof as have been accepted by the Underwriter. The execution and delivery of the Final Official Statement shall evidence the determination by the City that the Final Official Statement is "final" for all purposes of the SEC Rule.

4. (a) The undersigned on behalf of the City, but not individually, hereby represents and warrants that:

(i) the City is a municipal corporation of the State of Arizona (the "State"), and is duly incorporated and validly existing under the Constitution and laws of the State;

(ii) the Council has duly (A) adopted the Bond Resolution; (B) authorized the approval and execution of the Final Official Statement on behalf of the City; (C) authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in, the Bond Resolution, the Bonds, a written undertaking by the City to provide ongoing disclosure for the benefit of certain owners of the Bonds as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriter and Counsel to the Underwriter which shall be substantially in the form set forth in the Preliminary Official Statement, with such

changes as may be agreed to in writing by the Underwriter (the "Continuing Disclosure Undertaking"), a bond registrar, transfer agent and paying agent contract with respect to the Bonds, to be dated as of May 1, 2022 (the "Agency Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as such agent (the "Paying Agent"), the Letter of Representations (the "DTC Letter" and, collectively with the Continuing Disclosure Undertaking and the Agency Agreement, the "City Documents") to The Depository Trust Company ("DTC") and this Purchase Agreement, and (D) authorized and approved the consummation of all other transactions contemplated by the City Documents, this Purchase Agreement and the Preliminary Official Statement;

(iii) the City is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America (the "United States"), including the Charter of the City, or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument material to its existence, operation or ability to meet its obligations as they come due to which the City is a party or to which it is otherwise subject or to which any of its property is otherwise subject because such property is property of the City;

(iv) the City is, and at the Closing shall, to the extent possible, be or shall thereafter cause itself to be, in compliance in all material respects with the Bond Resolution and this Purchase Agreement;

(v) the City has, and at the date of the Closing will have, full legal right, power and authority under the Bond Resolution and the Act (A) to enter into the City Documents and this Purchase Agreement, (B) to cause the Council to adopt the Bond Resolution, (C) to deliver the Bonds to the Underwriter pursuant to the Bond Resolution as provided herein, and (D) to carry out and consummate the transactions contemplated on its part by the Bond Resolution, the City Documents, this Purchase Agreement and the Final Official Statement, including the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Bonds pursuant to Section 8;

(vi) the City has made all required filings with, and has obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of the obligations of the City pursuant to this Purchase Agreement and pursuant to the Bonds, the City Documents and the Bond Resolution;

(vii) the Bonds, the Bond Resolution and the City Documents shall conform to the descriptions thereof to be contained in the Official Statement;

(viii) the Bonds, when issued, executed, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, shall be validly issued and outstanding ad valorem property tax

obligations of the City, entitled to the benefits of the Constitution and laws of the State and the Bond Resolution, and all actions necessary to create a legal, valid and binding levy of a direct, annual, ad valorem property tax on all of the taxable property within the boundaries of the City, without limit as to rate or amount, sufficient to pay all the principal of and interest on the Bonds as the same become due, shall have been or shall be taken to the extent such action may be taken at or prior to the Closing;

(ix) the execution and delivery of the Bonds, the Bond Resolution, the City Documents and this Purchase Agreement, and the compliance with the provisions of each, shall not conflict with or constitute a material breach of or default pursuant to the Charter of the City, any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject or to which any of the property of the City is otherwise subject because such property is property of the City;

(x) this Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms; the City Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms; and the Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms; in all cases, except as the enforceability of this Purchase Agreement, the City Documents and the Bonds may be limited by Creditors' Rights Laws;

(xi) except as otherwise described in the Official Statement, there is neither any action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body, pending, nor is there any basis therefor, (A) in any way affecting the powers of the City, the existence of the City or the title to office of any of the officials of the City, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, or the collection of the taxes levied or to be levied to pay the principal of and interest on the Bonds or the levy thereof, (C) in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the City Documents or this Purchase Agreement, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement, (E) contesting the power of the City or the authority of the City with respect to the Bonds, the Bond Resolution, the City Documents or this Purchase Agreement, (F) questioning the status of the exclusion of interest on the Bonds from gross income for federal income taxation, or (G) wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or would result in any material adverse change in the ability of the City to pay debt service on the Bonds;

(xii) except as otherwise disclosed in the Official Statement, the City has been during the previous five years and is currently in material compliance with continuing disclosure undertakings which the City has entered into pursuant to paragraph (b)(5) of the SEC Rule, if any; and

(xiii) the financial statements of the City contained in the Official Statement fairly present the financial position and results of operations of the City as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles as applied to municipal corporations, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the City.

(b) The City hereby agrees with the Underwriter that:

(i) unless the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of the acceptance by the City of this Purchase Agreement and at all times subsequent thereto, up to and including the End of the Underwriting Period, the Final Official Statement (including the financial and statistical data included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) if the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the End of the Underwriting Period (unless the Final Official Statement is further amended or supplemented pursuant to subparagraph (iv) of this subparagraph), the Final Official Statement as so supplemented or amended (including the financial and statistical data provided or reviewed by the City included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iii) between the date of this Purchase Agreement and the Closing, the City shall not issue any bonds, notes or other obligations for borrowed money payable from the same source of payment as the Bonds pursuant to the Bond Resolution, and subsequent to the respective dates as of which information is given in the Final Official Statement up to and including the Closing, the City has not incurred and will not incur any material liabilities, except those liabilities arising in the normal course of business or incurred with the consent of the Underwriter; and

(iv) the City shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may reasonably designate; provided, however, that the City shall not incur any additional expense with respect to such actions and further that the City shall not be required to subject itself or any of its agents or employees to service of process outside the State through or in connection with any of the foregoing.

(c) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds.

5. At the Closing, the City shall cause the Bonds to be delivered to the Underwriter in definitive form, registered in the name of Cede & Co., as nominee of DTC pursuant to the DTC Letter, bearing CUSIP numbers (provided, however, that lack of such CUSIP numbers shall not relieve the Underwriter from its obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds), duly executed and authenticated, together with the other documents hereinafter mentioned and subject to the terms and conditions of this Purchase Agreement. The Underwriter shall accept such delivery and pay the purchase price for the Bonds as set forth in Section 1 of this Purchase Agreement in immediately available federal funds. Delivery and payment as aforesaid shall be made at DTC or, in the case of a "Fast Automated Securities Transfer," with the Paying Agent through DTC, or at such other place as may have been mutually agreed upon by the City and the Underwriter.

6. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained in this Purchase Agreement and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of the obligations of the City pursuant to this Purchase Agreement at or prior to the date of the Closing. Accordingly, the obligation of the Underwriter pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds is subject to the performance by the City of the obligations of the City to be performed pursuant to this Purchase Agreement and pursuant to such aforesaid documents and instruments at or prior to the Closing and is also subject to the fulfillment to the reasonable satisfaction of the Underwriter of the following conditions, that:

(i) the representations, warranties and agreements of the City contained in this Purchase Agreement shall be true, complete and correct on the date of this Purchase Agreement and on and as of the date of the Closing, as if made on the date of Closing;

(ii) at the time of the Closing, the Bond Resolution, the City Documents and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, and the Final Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iii) at the time of the Closing, the City shall have adopted and there shall be in full force and effect such resolutions as in the opinion of Bond Counsel and the Underwriter shall be necessary in connection with the transactions contemplated by this Purchase Agreement, and all necessary action of the City relating to the issuance of the Bonds shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iv) the Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, at any time after the execution of this Purchase Agreement to and including the Closing Date, in the Underwriter's sole and reasonable judgment, any of the following events shall occur:

(A) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(I) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; provided that, this paragraph (A)(I) shall not apply if the Bonds are being issued as taxable bonds; or

(II) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(III) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in

force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(IV) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds or the Bond Resolution, or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws; or

(V) except as disclosed in or contemplated by the Final Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(VI) any rating on general obligation bonds of the City is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(B) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Final Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Final Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Final Official Statement to be supplemented to supply such statement or information, or the effect of the Final Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(C) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(D) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(E) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(F) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Final Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the date of the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

(v) at or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(A) (I) the approving opinion, dated the date of the Closing and addressed to the City, of Bond Counsel in form and content satisfactory to the Underwriter, in substantially the form attached as Appendix E to the Preliminary Official Statement relating to the Bonds; (II) a letter from Bond Counsel, dated the date of Closing and addressed to the Underwriter, permitting the Underwriter to rely upon the approving opinion of Bond Counsel for that period during which the Underwriter is the lawful owner of the Bonds; and (III) the opinion of Bond Counsel, dated the date of Closing and addressed to the Underwriter, to the effect that (a) the information contained in the Preliminary Official Statement and the Final Official Statement in the tax caption on the cover page thereof, under the headings entitled “THE BONDS,” “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS,” “ADDITIONAL GENERAL OBLIGATION BONDS,” “TAX

EXEMPTION," "BOND PREMIUM," "ORIGINAL ISSUE DISCOUNT" and "CONTINUING SECONDARY MARKET DISCLOSURE" (excluding any statements about the City's compliance with previous continuing disclosure undertakings) therein, in Appendices E and F thereto as it relates to the Bonds, the Bond Resolution and the Continuing Disclosure Undertaking fairly and accurately summarizes the information which it purports to summarize and the information contained in "RELATIONSHIP AMONG PARTIES" relating to Bond Counsel is correct in all material respects, and, based solely on Bond Counsel's participation in the transaction as Bond Counsel, nothing has come to the attention of Bond Counsel that would lead Bond Counsel to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Final Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the City, any other financial, forecast, technical or statistical data, and any information in the Official Statement respecting DTC, (b) the offer and sale of the Bonds shall be exempt from registration under the Securities Act of 1933, as amended, and the Bond Resolution does not need to be qualified pursuant to the Trust Indenture Act of 1939, as amended, (c) the Bond Resolution and the City Documents have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of the Agency Agreement and this Purchase Agreement by the other parties thereto, are legal valid and binding obligations of the City, enforceable in accordance with their terms subject to customary exceptions for Creditors' Rights Laws, and (d) the Continuing Disclosure Undertaking has been duly authorized, executed and delivered by the City and, subject to annual appropriation to provide for the costs of compliance therewith, is a legal, valid and binding obligation of the City enforceable in accordance with its terms;

(B) the opinion of Greenberg Traurig, LLP, "Counsel to the Underwriter," addressed to the Underwriter, dated the date of the Closing, to the effect that: (I) the Bonds are exempt from registration under the Securities Act of 1933, as amended and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (II) the Continuing Disclosure Undertaking meets the requirements of paragraph (b)(5)(i) of the SEC Rule. In addition, such counsel shall state in

its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter and dated the date of the Closing that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on Counsel to the Underwriter's participation in meetings and telephone conferences at which representatives of the City, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of Counsel to the Underwriter that would lead Counsel to the Underwriter to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Final Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the City, any other financial, forecast, technical or statistical data, and any information in the Official Statement respecting DTC;

(C) a certificate, dated the date of the Closing and signed on behalf of the City by the Finance Director of the City or other authorized officer with respect to matters relating to the City, to the effect that (I) the representations and warranties contained in this Purchase Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (II) except as otherwise to be described in the Final Official Statement, no litigation of any nature is then pending or, to their knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Bonds or the levy and collection of taxes to pay the principal thereof and interest thereon, questioning the proceedings and authority by which the levy is made, affecting the validity of the Bonds or contesting the corporate existence or boundaries of the City or the title of the present officers to their respective offices; (III) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by any of the signors; (IV) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing; and (V) no event affecting the City has occurred since the date of the Final Official Statement which should be disclosed in the Final Official Statement for the purpose for which it is to be used or which it is necessary to disclose

therein in order to make the statements and information therein not misleading in any material respect as of the date of the Closing;

(D) a counterpart original of the Final Official Statement manually executed on behalf of the City by an authorized representative of the City and an executed copy of the Deemed Final Certificate;

(E) specimen Bonds;

(F) a certified copy of the Bond Resolution;

(G) the items required by the Bond Resolution as conditions for issuance of the Bonds;

(H) a non-arbitrage certificate of the City, in form and substance satisfactory to Bond Counsel setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the City as of the date of the Closing as to the use of proceeds of the Bonds and of any other funds of the City expected to be used to pay debt service on the Bonds and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable;

(I) evidence that the City has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(J) executed copies of the City Documents;

(K) the filing copy of the Information Return Form 8038-G (IRS) for the Bonds;

(L) evidence that Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc. have issued ratings for the Bonds of "[AA]" and "[Aa1]," respectively (together, the "Ratings"), and that the Ratings are then in effect; and

(M) such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date of this Purchase Agreement and as of the date of the Closing, of the representations, warranties and covenants of the City contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction

by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance satisfactory to the Underwriter and Counsel to the Underwriter; provided, however, that acceptance by the Underwriter of the Bonds shall be deemed by the Underwriter to be satisfaction of the foregoing.

7. If the City is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement (except the obligations set forth in Section 8(c)) shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder.

8. (a) If the Closing shall take place hereunder, the City shall pay, but solely from the proceeds of the sale of the Bonds: (i) the cost of the preparation and printing of the Bond Resolution, the City Documents, the Preliminary Official Statement and the Final Official Statement (including any amendments or supplements thereto); (ii) the cost of preparation and printing of the Bonds; (iii) the fees and disbursements of Bond Counsel; (iv) the initial fees and disbursements of the Paying Agent, provided, however, that the City shall be responsible for all other fees and disbursements of the Paying Agent; (v) the fees and expenses incurred by the City or the Underwriter for the Ratings; and (vi) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Underwriter in connection with the issuance and sale of the Bonds, including any meals and travel of City officials paid for by the Underwriter, but not entertainment expenses.

(b) The Underwriter shall pay, if any: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the fees and disbursements of Counsel to the Underwriter; and (iii) all other expenses incurred by the Underwriter in connection with the Underwriter's public offering and distribution of the Bonds.

(c) If this Purchase Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Purchase Agreement, the City shall reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of Counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Purchase Agreement or the offering contemplated hereunder.

9. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the City) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or

any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the City hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

10. (a) Any notice or other communication to be given pursuant to this Purchase Agreement must be given by delivering the same in writing to:

If to the City at:

City of Goodyear, Arizona
190 North Litchfield Road
Goodyear, Arizona 85338
Attention: Finance Director

If to the Underwriter at:

Stifel, Nicolaus & Company, Incorporated
Suite 750
2325 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. Grant Hamill, Managing Director

(b) This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person may acquire or have any right hereunder or by virtue of this Purchase Agreement.

(c) All of the representations, warranties, and covenants of the City and the Underwriter contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement, or (iii) termination of this Purchase Agreement.

(d) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase

Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(e) This Purchase Agreement expresses the entire understanding and all agreements of the parties to this Purchase Agreement with each other with respect to the subject matter of this Purchase Agreement, and no party to this Purchase Agreement has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Purchase Agreement.

(f) This Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) This Purchase Agreement shall become effective upon the execution of the acceptance of this Purchase Agreement by the undersigned authorized representative of the City and shall be valid and enforceable as of the time of such acceptance.

(h) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (PDF) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

(i) This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

Very truly yours,

STIFEL NICOLAUS & COMPANY,
INCORPORATED

.....
Grant Hamill, Managing Director

ACCEPTED THIS ..... DAY OF
..... 2022 at ….…. P.M.

CITY OF GOODYEAR, ARIZONA

By.....
Doug Sandstrom, Finance Director

SCHEDULE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

_____

* Yield calculated to first optional redemption date: July 1, 20__.

The Bonds maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the City, in whole or in part on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

EXHIBIT

FORM OF UNDERWRITER'S CERTIFICATE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Bond Purchase Agreement. On _____, 2022 (the "Sale Date"), Stifel and City of Goodyear, Arizona (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. Stifel has not modified the Purchase Agreement since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for

the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Agreement, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Agreement, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means City of Goodyear, Arizona.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2022].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

[SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE OF UNDERWRITER

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means City of Goodyear, Arizona.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate of the Issuer dated [closing date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: _____

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**]

DRAFT

03/07/2022

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2022

NEW ISSUE — BOOK-ENTRY-ONLY **RATINGS: See "Ratings" herein.**

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City of Goodyear, Arizona, as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of preference to be included in computing the alternative minimum tax. See "TAX EXEMPTION," "BOND PREMIUM" and "ORIGINAL ISSUE DISCOUNT" herein.

$21,930,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

Dated: Date of Initial Delivery *Due:* July 1, as shown on inside front cover page

The City of Goodyear, Arizona (the "City"), will issue its General Obligation Bonds, Series 2022 (the "Bonds"). The Bonds will provide funds to (i) acquire and construct certain public safety, fire protection, transportation and street and highway improvements, and (ii) pay the costs of issuance of the Bonds. The Bonds will mature on the dates and in the principal amounts and will bear interest from their dated date at the rates set forth on the inside front cover page hereof.

Interest on the Bonds will accrue from their date and be payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2023*, until maturity or prior redemption. Principal of the Bonds will be payable in accordance with the maturity schedule set forth on the inside front cover page hereof. So long as the Bonds are in book-entry-only form, principal of and interest on the Bonds will be paid to The Depository Trust Company, a registered securities depository ("DTC"), for credit to the accounts of the DTC participants and, in turn, to the accounts of the owners of beneficial interests in the Bonds. See APPENDIX D – "Book-Entry-Only System."

See Inside Front Cover Page for Maturity Schedule and Additional Information

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Certain of the Bonds will be subject to redemption prior to maturity*. See "THE BONDS – Redemption Provisions" herein.

Principal of and interest on the Bonds will be payable from a continuing, direct, annual, ad valorem tax levied against all taxable property within the boundaries of the City unlimited as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" herein.

The Bonds will be offered when, as and if issued by the City and received by the underwriter identified below (the "Underwriter"), subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will also be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona. It is expected that the Bonds will be delivered to DTC on or about May __, 2022*.

This cover page contains certain information for convenience of reference only. It is not a summary of material information with respect to the Bonds. Investors must read this entire official statement and all appendices to obtain information essential to the making of an informed investment decision with respect to the Bonds.

STIFEL

* Subject to change.

$21,930,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

MATURITY SCHEDULE*

Maturity (July 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP® (a) (Base No. 382505)
2024	$1,710,000	%	%	
2025	575,000			
2026	600,000			
2027	625,000			
2028	645,000			
2029	670,000			
2030	700,000			
2031	725,000			
2032	755,000			
2033	790,000			
2034	820,000			
2035	850,000			
2036	880,000			
2037	920,000			
2038	955,000			
2039	995,000			
2040	1,035,000			
2041	7,680,000			

$_____ Term Bonds @ ___% Due July 1, 20__ - Price ___% CUSIP® No. 382505___

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* Subject to change.

CITY OF GOODYEAR, ARIZONA

CITY COUNCIL

Joe Pizzillo, *Mayor*
Brannon Hampton, *Vice Mayor*
Sheri Lauritano, *Councilmember*
Wally Campbell, *Councilmember*
Bill Stipp, *Councilmember*
Laura Kaino, *Councilmember*
Patrick Bray, *Councilmember*

CITY ADMINISTRATIVE OFFICERS

Julie Karins, *City Manager*
Wynette Reed, *Deputy City Manager*
Paul Luizzi, *Deputy City Manager*
Doug Sandstrom, *Finance Director*
Roric Massey, *City Attorney*
Darcie McCracken, *City Clerk*

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, does not constitute an offering of any security other than of the City of Goodyear, Arizona (the "City"), General Obligation Bonds, Series 2022 (the "Bonds"). This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information set forth herein has been provided by representatives of the City, the Maricopa County Assessor's, Finance and Treasurer's offices, the State of Arizona Department of Revenue, and other sources that are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Hilltop Securities Inc., serving as the financial advisor to the City (the "Financial Advisor") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The presentation of information, including tables of receipts from taxes and other revenue sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer or salesman has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. All beliefs, assumptions, estimates, projections, forecasts and matters of opinion contained herein are forward looking statements that must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder pertaining to the issuance and sale of municipal securities, nor will the Bonds be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such act. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

The Underwriter has provided the following sentence for inclusion herein: The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities with respect to this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The City, the Financial Advisor, the Underwriter, counsel to the Underwriter, and Bond Counsel (as defined herein) are not actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System or the Arizona Public Safety Personnel Retirement System.

The City will covenant to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX F – "Form of Continuing Disclosure Certificate," pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE FRONT COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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OFFICIAL STATEMENT

$21,930,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2022

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, has been prepared by the City of Goodyear, Arizona (the "City"), in connection with the original issuance of $21,930,000* principal amount of its General Obligation Bonds, Series 2022 (the "Bonds"). Certain information concerning the authorization, purpose, terms, conditions of sale, security for and sources of payment of the Bonds is set forth in this Official Statement. See APPENDICES A, B and C for certain information relative to the City.

All financial and other information presented in this Official Statement has been provided by, among others, representatives of the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position, results of operations, or other affairs of the City. No representation is made that past experience, as shown by such financial or other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes ("A.R.S.") or uncodified, or of the Arizona Constitution, are references to those provisions in their current form. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona.

THE BONDS

Authorization and Purpose

The Bonds will be issued pursuant to A.R.S. Title 35, Chapter 3, Article 3, approval given by the qualified electors of the City at elections held on May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004 (collectively the "Elections"), and a resolution authorizing issuance of the Bonds adopted by the Mayor and Council of the City on March 28, 2022* (the "Bond Resolution"). The Bonds are being issued to provide funds to (i) acquire and construct certain public safety, fire protection, transportation and street and highway improvements, and (ii) pay the costs of issuance of the Bonds.

Set forth below is a listing of the projects expected to be funded by the Bonds and an estimate of their respective costs.

Projects to be Funded	Estimated Cost *
Public Safety Improvements	$ 9,675,000
Fire Protection Improvements	5,270,000
Transportation Improvements	3,250,000
Street and Highway Improvements	7,845,000
Total	$26,040,000

General Provisions

The Bonds will be dated as of the date of initial delivery and will bear interest from such date payable on January 1, 2023*, and semiannually thereafter on July 1 and January 1 of each year (each an "Interest Payment Date") until maturity or prior redemption. The City has chosen the 15th day of the month preceding each such Interest Payment Date as the "Record Date" for the Bonds. The Bonds will mature on the dates and in the principal amounts and will bear interest at the rates set forth on the inside front cover page of this Official Statement.

* Subject to change.

Initially, the Bonds will be administered under a book-entry-only system (the "Book-Entry-Only System") by The Depository Trust Company, a registered securities depository ("DTC"). Unless and until the Book-Entry-Only System is discontinued, the Bonds will be registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in the Bonds will be offered for sale in amounts of $5,000 of principal due on a specific maturity date and integral multiples thereof, and payments of principal of and interest on the Bonds will be made to DTC and, in turn, through participants in the DTC system. See APPENDIX D – "Book-Entry-Only System."

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE BONDS (OTHER THAN UNDER THE HEADINGS "TAX EXEMPTION," "BOND PREMIUM" AND "ORIGINAL ISSUE DISCOUNT") WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

If the Book-Entry-Only System is discontinued, interest on the Bonds will be payable by check drawn on the Paying Agent (as defined herein), and mailed on or prior to each Interest Payment Date to the registered owners of the Bonds at the addresses shown on the books of the Registrar (the "Bond Register") on the Record Date. Principal of the Bonds will then be payable at maturity or upon redemption prior to maturity upon presentation and surrender of the Bonds to the designated corporate trust office of the Paying Agent. Additionally, if the Book-Entry-Only System is discontinued, payment of interest may also be made by wire transfer upon 20 days' prior written request delivered to the Paying Agent specifying a wire transfer address in the continental United States by any owner of at least $1,000,000 aggregate principal amount of the Bonds. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Registrar and Paying Agent

U.S. Bank Trust Company, National Association will serve as bond registrar and paying agent with respect to the Bonds (along with any successor thereto, the "Registrar" and the "Paying Agent"). If the Book-Entry-Only System is discontinued, the Registrar will administer registration and transfer of the Bonds and the Bonds will be transferable only upon the Bond Register to be maintained by the Registrar upon surrender to the Registrar. The Registrar may be changed without notice to any owner or beneficial owner of the Bonds.

Redemption Provisions*

Optional Redemption

The Bonds maturing on or prior to July 1, 20__, are not subject to call for redemption prior to maturity. The Bonds maturing on or after July 1, 20__ are subject to call for redemption prior to maturity, at the option of the City, in whole or in part, on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.

Mandatory Redemption

The Bonds maturing on July 1, 20__ and on July 1, 20__ will be redeemed from funds of the City prior to maturity on July 1 of the following years and in the following amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent interest payment date to the redemption date, but without premium:

Redemption Date (July 1)	Principal Amount
Bonds Maturing in 20__	
20__	$___,000
20__	___,000
20__	___,000
20__ (maturity)	___,000

Notice of Redemption

* Subject to change.

So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC, in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the Bond Register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on or prior to the date set for redemption and if not so held by such date the redemption shall be cancelled and be of no force and effect. The notice of redemption shall describe the conditional nature of the redemption.

Effect of Call for Redemption

Notice of redemption having been given in the manner described above, the Bonds or portions thereof called for redemption will become due and payable on the redemption date and if an amount of money sufficient to redeem all the Bonds or portions thereof called for redemption is held in separate accounts by the City or by a paying agent, then the Bonds or portions thereof called for redemption will cease to bear interest from and after such redemption date.

Redemption of Less Than All of a Bond

The City may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, if the Book-Entry-Only System is discontinued, the registered owner shall submit the Bond for partial redemption, the Registrar shall make such partial redemption, and the Registrar shall cause a new Bond in a principal amount which reflects the redemption so made to be authenticated, issued and delivered to the registered owner thereof.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

Security for the Bonds

The Bonds will be payable as to both principal and interest from a continuing, direct, annual ad valorem tax levied against all taxable property located within the boundaries of the City without limit as to rate or amount.

Following collection and deposit of monies into the debt service fund for payment of the Bonds, the City may invest such monies in investments comprised of, with certain restrictions: federally insured savings accounts or certificates of deposit from eligible depositories; collateralized repurchase agreements; obligations issued or guaranteed by the United States or any agency or instrumentality thereof; obligations of the State or any Arizona city (including the City), town or school district; bonds of any county, municipal or municipal utility improvement district payable from property assessments; the local government investment pool established by the State; commercial paper of prime quality that is rated "P1" by Moody's Investors Service, Inc. ("Moody's") or rated "A+" or better by S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") or their successors (all commercial paper must be issued by corporations organized and doing business in the United States); and fixed income securities of corporations organized and doing business in the United States rated "A" or better by Moody's and S&P. **THE PROCEEDS OF THE BONDS ARE NOT PLEDGED TO, NOR DO THEY SECURE, PAYMENT OF THE BONDS.** A record of property taxes levied and collected by the City for the current and most recent five fiscal years is set forth in TABLE B-14 in APPENDIX B – "City of Goodyear, Arizona – Financial Data."

Currently and from time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of political subdivisions of the State which could have a material impact on the City and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

ADDITIONAL GENERAL OBLIGATION BONDS

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds will be payable from the same levy of ad valorem taxes as the Bonds and all then-outstanding general obligation bonds. After issuance of the Bonds, the City will be authorized to issue $44,446,616* of general obligation bonds, pursuant to remaining voter approval from the Elections. The purposes and amounts of such authorized but unissued bonds are set forth in the following table.

Purpose of General Obligation Bond Authorization	Total General Obligation Bonds Authorized but Unissued (a)	
Fire Protection	$ -*	
Public Buildings	-*	
Public Safety	-*	
Sewer System	26,646,616	(b)
Storm Sewers and Bridge Drainage	17,800,000	(c)
Street and Highway	-*	
Transportation	-*	
Total	$44,446,616*	

(a) Table reflects reduction in authorization from the elections in connection with the issuance of the Bonds.

(b) Such bonds may be issued as either general obligation or water and sewer revenue bonds.

(c) $4.0 million of the total may be issued as either general obligation or water and sewer revenue bonds.

COVID-19 (CORONAVIRUS)

The spread of Coronavirus Disease 2019 ("COVID-19") continues to affect the nation and the State with ongoing concerns related to health and safety, appropriate preventative protocols, fiscal and economic issues. Government and business operations in the State, following the rescindment of numerous COVID-19 related Executed Orders by Arizona Governor Doug Ducey, presently function essentially without government-imposed restrictions related to the global pandemic.

While the City does not currently anticipate a material effect on the collection of property taxes, which is a significant revenue source for operating purposes and is the security and source of payment of principal and interest due on the Bonds, should adverse economic conditions reduce the ability of property tax payers to pay amounts levied, it could have an adverse effect on the collection of ad valorem taxes.

* Subject to change.

SOURCES AND USES OF FUNDS

Source of Funds	The Bonds
The Bonds	$21,930,000.00*
[Net] Original Issue Premium [(a)]	
Total Sources of Funds	$
Uses of Funds	
Deposit to Project Fund	$
Costs of Issuance (b)	
Total Uses of Funds	$

(a) [Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]

(b) Includes compensation to the Underwriter (as defined herein).

* Subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS

The following schedule sets forth (i) the annual debt service requirements of the City's outstanding general obligation bonds, (ii) the estimated annual debt service requirements of the Bonds and (iii) the estimated combined annual general obligation bond debt service requirements following issuance of the Bonds.

City of Goodyear, Arizona
General Obligation Estimated Debt Service Requirements (a)

	General Obligation Bonds Outstanding		The Bonds*		Estimated Combined Annual Debt Service
Fiscal Year	Principal	Interest	Principal	Interest (b)	Requirements*
2021/22	$ 7,725,000	$4,995,826			$12,720,826
2022/23	8,170,000	4,549,813		$1,013,653	13,733,466
2023/24	6,975,000	4,215,163	$ 1,710,000	877,200	13,777,363
2024/25	7,215,000	3,963,863	575,000	808,800	12,562,663
2025/26	7,495,000	3,685,263	600,000	785,800	12,566,063
2026/27	8,035,000	3,385,113	625,000	761,800	12,806,913
2027/28	7,850,000	3,052,363	645,000	736,800	12,284,163
2028/29	8,175,000	2,732,013	670,000	711,000	12,288,013
2029/30	6,990,000	2,412,163	700,000	684,200	10,786,363
2030/31	6,090,000	2,154,363	725,000	656,200	9,625,563
2031/32	6,310,000	1,940,088	755,000	627,200	9,632,288
2032/33	6,535,000	1,727,488	790,000	597,000	9,649,488
2033/34	6,765,000	1,498,088	820,000	565,400	9,648,488
2034/35	7,015,000	1,260,438	850,000	532,600	9,658,038
2035/36	7,260,000	1,029,988	880,000	498,600	9,668,588
2036/37	7,520,000	791,438	920,000	463,400	9,694,838
2037/38	6,045,000	560,400	955,000	426,600	7,987,000
2038/39	6,225,000	379,050	995,000	388,400	7,987,450
2039/40	6,410,000	192,300	1,035,000	348,600	7,985,900
2040/41			7,680,000	307,200	7,987,200
	$134,805,000		$21,930,000		

(a) Schedule prepared by Hilltop Securities Inc. (the "Financial Advisor"). Totals may not add due to rounding.

(b) The first interest payment on the Bonds is due on January 1, 2023*, representing interest from the date of the Bonds. Thereafter, interest payments will be made semiannually on each July 1 and January 1, until maturity or prior redemption. Interest is estimated at 4.00%.

* Subject to change.

RATINGS

Moody's and S&P have assigned ratings of "__" and "__", respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's at One Front Street, Suite 1900, San Francisco, California 94111 and S&P at One California Street, 31st Floor, San Francisco, California 94111. Such ratings may subsequently be revised downward or withdrawn entirely by Moody's or S&P, if, in their respective judgment, circumstances so warrant. Any subsequent downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City will covenant in its continuing disclosure certificate with respect to the Bonds that it will file notice of any formal change in the ratings relating to the Bonds. See "CONTINUING SECONDARY MARKET DISCLOSURE" below.

LITIGATION

To the knowledge of appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution, sale or delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be executed, sold or delivered, or the validity of the Bonds.

LEGAL MATTERS

The Bonds are sold with the understanding that the City will furnish the Underwriter with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona ("Bond Counsel") addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest income thereon (see "TAX EXEMPTION"). The signed legal opinion of Bond Counsel, dated and premised on the law in effect only as of the date of original delivery of the Bonds, will be delivered to the City at the time of original issuance of the Bonds.

The proposed form of the legal opinion is set forth as APPENDIX E. The legal opinion to be delivered may vary from the text of APPENDIX E if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "ADDITIONAL GENERAL OBLIGATION BONDS," "TAX EXEMPTION," "BOND PREMIUM," "ORIGINAL ISSUE DISCOUNT," "CONTINUING SECONDARY MARKET DISCLOSURE" (except as it relates to compliance with prior continuing disclosure certificates) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDICES E and F, but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Such legal opinion expresses the professional judgment of Bond Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinion of Bond Counsel will be dated the date of delivery of the Bonds. A form of such opinion is included herein in APPENDIX E – "Form of Approving Legal Opinion."

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of its investment earnings with respect to the Bonds. The City has covenanted to comply with the provisions of the Code relating to such matters. Failure to comply with such restrictions, conditions, and requirements could result in the interest income on the Bonds being included in gross income for federal income tax purposes, under certain circumstances, from the date of issuance. The opinion of Bond Counsel assumes continuing compliance with such covenants.

The Code also imposes an "alternative minimum tax" upon certain individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI of individuals.

Although Bond Counsel will render an opinion that, as of the delivery of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined herein) federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax consultants as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the respective Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted, or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver an opinion substantially different from the form of opinion shown in APPENDIX E – "Form of Approving Legal Opinion." The extent of change in Bond Counsel's opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposals would apply to obligations (such as the Bonds) issued prior to enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

BOND PREMIUM

The initial public offering price of the Bonds maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Bonds") is greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

ORIGINAL ISSUE DISCOUNT

The initial public offering price of the Bonds maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold (the "OID Issue Price")) of the Discount Bonds, and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income

that is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein.

Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has agreed to purchase the Bonds at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Bond Purchase Agreement") entered into by and between the City and the Underwriter. If the Bonds are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds so offered, if any, are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into unit investment trusts) and others at prices lower or yields higher than the public offering prices stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed from time to time by the Underwriter.

The Underwriter, as underwriter of the Bonds, has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC ("Vining-Sparks") for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining-Sparks may purchase Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that Vining-Sparks sells.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2023 (the "Annual Reports"), and to provide notices of the occurrence of certain listed events (the "Notices"). Such covenants will be made in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Annual Reports, Notices and other information required to be filed by such covenants will be filed by the City with the MSRB, currently through EMMA as described in APPENDIX F – "Form of Continuing Disclosure Certificate." The form of the undertaking that describes the content of the Annual Reports and the Notices and the method of their dissemination is included as APPENDIX F hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Pursuant to Arizona law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability.

The City failed to provide notice of a defeasance with respect to one prior issue in connection with a refunding of two series of bonds. Until May 1, 2018, the operating data with respect to the fiscal year ended June 30, 2017, was not associated with certain of the nine-digit CUSIP numbers for the City's previously-issued bonds. The City did not timely file event filings for rating upgrades for certain previously-issued bonds that occurred in 2018, 2019 and 2021. The City timely filed its Annual Report (including operating data) for the fiscal year ended June 30, 2021 on January 17, 2022, but failed to associate that filing with certain of the nine-digit CUSIP numbers for the City's previously-issued bonds; this was corrected on March 3, 2022. The City has established procedures to facilitate timely and complete filing of its Annual Reports and Notices as required by the Rule.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented the Financial Advisor and the Underwriter with respect to other financings and has acted or is acting as bond counsel in other transactions involving the Financial Advisor and the Underwriter and will continue to do so in the future if requested. Bond Counsel also serves as bond counsel for political jurisdictions whose boundaries include all or part of the City. Additionally Bond Counsel serves as special counsel to the City on various legal matters. Counsel to the Underwriter has represented, or is currently representing, the Financial Advisor and the Underwriter with respect to other financings and will continue to do so in the future if requested. Counsel to the Underwriter also acts as bond counsel for other financings underwritten by the Underwriter and the Financial Advisor.

FINANCIAL ADVISOR

The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor has not verified, and does not assume any responsibility for, the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

FINANCIAL STATEMENTS

The audited financial statements of the City for the fiscal year ended June 30, 2021, a copy of which is included in APPENDIX C of this Official Statement, have been audited by HintonBurdick, PLLC, certified public accountants, to the extent and for the period indicated in their report thereon. The City is not aware of any facts that would make such audited financial statements misleading. The audited financial statements are for the fiscal year ending June 30, 2021, and are not current. The City neither requested nor obtained the consent of HintonBurdick, PLLC to include the report, and HintonBurdick, PLLC, has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these statements have been or will be realized. Information set forth in this Official Statement has been derived from the records of the City and from certain other sources, as referenced, and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statements that may have been or that may be made orally or in writing are to be construed as a part of a contract with the original purchasers or subsequent owners of the Bonds.

This Official Statement has been prepared at the direction of the City and executed for and on behalf of the City by its Finance Director.

CITY OF GOODYEAR, ARIZONA

By: _____
Finance Director

APPENDIX A

CITY OF GOODYEAR, ARIZONA
General Economic and Demographic Information

General

The City (also referred to herein as "Goodyear"), which incorporated in 1946, is a suburban community that lies approximately 17 miles southwest of metro Phoenix. The City was founded in 1916 by the Goodyear Tire & Rubber Company for the farming of cotton. Later, a naval air station was established in Goodyear and a subsidiary, Goodyear Aircraft (now Lockheed Martin), began manufacturing flight decks for Navy sea planes. The City has grown from a one-industry, agricultural-based community into a diversified manufacturing and service center for the far west valley area.

The City annexed 67 square miles south of its former southern boundary, which annexation expanded the City to approximately 190 square miles. The annexed area is expected to be primarily utilized in future years for residential land uses.

TABLE A-1

Population Statistics

Year	City of Goodyear	Maricopa County	State of Arizona
2021 Estimate (a)	101,662	4,507,419	7,285,370
2020 Census	95,294	4,420,568	7,151,502
2010 Census	65,275	3,817,117	6,392,017
2000 Census	18,911	3,072,149	5,130,632
1990 Census	6,258	2,122,101	3,665,339

(a) Estimate as of July 1, 2021 (published December 2021).

Source: Arizona Office of Economic Opportunity and U.S. Census Bureau (2020, 2010, 2000 and 1990) – *Census of Population and Housing*.

Municipal Government Organization and Services

The City's charter government provides for six Council Members and a Mayor elected at large. A Vice Mayor is elected by the Mayor and Council Members. Council Members serve four-year staggered terms and the Mayor serves a four-year term. The Mayor is limited to two four-year terms and Council Members are limited to three four-year terms. The City Manager, who is appointed by the City Council, is responsible for the overall operation and supervision of all governmental functions. The operations of City government are provided by a staff of approximately 706 employees.

The City, along with other private utilities, provides refuse collection and public safety (police and fire) to its residents. The City and Liberty Water Company provide water and sewer service to a majority of the City's residents. Electricity is provided by Arizona Public Service Company, and natural gas is supplied by Southwest Gas Corporation.

The following are certain members of the administrative staff of the City:

Julie Karins, City Manager. Julie Karins was appointed City Manager in February 2018. Ms. Karins has more than 18 years local government experience and is a Credentialed City Manager (ICMA-CM) through the International City Management Association. Prior to joining the City, Ms. Karins served as a deputy city manager for the City of Peoria, Arizona. She joined that organization in 2012 as the human resources director after 12 years with Yavapai County, Arizona, first as human resources director, and in 2007, as county administrator. Ms. Karins was an executive-level human resources professional in the private sector before transitioning to local government. Ms. Karins earned a Master's degree in public administration from Grand Canyon University and a Bachelor's degree in business management from Arizona State University. She was honored to attend the Senior Executives in Local Government Program at JFK School of Government at Harvard University, is a Certified Public Manager through Arizona State University and is a Senior Professional in Human Resources (SPHR) through the Society for Human Resources Management.

Doug Sandstrom, Finance Director. Mr. Sandstrom was appointed Finance Director in May 2016. Mr. Sandstrom previously served as the Finance Director for the City of Casa Grande, Arizona from 2013 to 2016, Administrative

Services Director for the City of Show Low, Arizona from 2010 to 2013 and in various capacities for the City of Surprise, Arizona, from 1999 to 2009 including Budget/Grant Analyst, Budget Manager, Management & Budget Director and Assistant City Manager. Mr. Sandstrom has also served as Finance Director for the Town of Gila Bend, Arizona and as a Financial Analyst for the City of Rockford, Illinois. Mr. Sandstrom holds a Master's degree in public administration from the University of Wisconsin-Milwaukee and a Bachelor's degree in political science/economics from St. Cloud State University in Minnesota.

Economy

Historically agriculture was a major contributor to the City's economic base. Agriculture still plays a role in the City's economy, however, it no longer dominates the area's economy. Today much of the City's economy centers around the aerospace industry and retail services. Arizona's Airline Training Center and Lockheed Martin are located on the Phoenix-Goodyear Airport Campus. Industrial, commercial and residential developments have also become a significant part of the economy.

Goodyear Ballpark is the spring training and player development home of both of Ohio's Major League Baseball teams – the Cleveland Guardians and the Cincinnati Reds. The Cleveland Guardians started spring training in the City in 2009; the Cincinnati Reds started spring training in the City in 2010. Each team has a year-round presence in Arizona, through Spring Training, extended Spring Training, Rookie League, Fall Instructional League and rehabilitation of injured players at their training complexes. The teams' Development Complexes each include a 42,000 square foot clubhouse, six full-size practice fields, two infields, batting cages, pitching mounds, hitting tunnels and observation towers. Both teams have made Arizona their second home, and are actively engaged in the City and surrounding communities, participating in charity activities, youth sports programs and other events.

TABLE A-2 (a)

Unemployment Rate Averages

Year	City of Goodyear	Maricopa County	State of Arizona	United States
2022 (b)	%	%	%	%
2021 (c)	5.2	5.1	5.6	5.3
2020	7.1	7.4	7.9	8.1
2019	4.4	4.2	4.9	3.7
2018	4.2	4.1	4.8	3.9
2017	4.3	4.2	4.9	4.4

(a) This table includes restated data: Local Area Unemployment Statistics ("LAUS") program data is intermittently revised to incorporate new population controls, updated inputs, re-estimation of models, and adjustment to new census division and national control totals.

(b) [Data is not seasonally adjusted, is preliminary and is an average through February 2022 for the National Unemployment rate and through January 2022 for LAUS data. Data scheduled to be released March 18, 2022.]

(c) Data is not seasonally adjusted and is preliminary. Data accessed February 4, 2022.

Source: *Local Area Unemployment Statistics* and *National Labor Force Statistics*, U.S. Department of Labor, Bureau of Labor Statistics.

A list of major employers with respect to the City is set forth in the following table.

TABLE A-3

Major Employers
City of Goodyear, Arizona

Employer	Product/Service	Approximate Employment
Amazon	Retail	4,165
United Postal Service	Transportation & Distribution	1,852
Macy's Inc.	Transportation & Distribution	1,550
Chewy	Transportation & Distribution	1,547
Abrazo Healthcare	Health Care	1,003
Cancer Treatment Center's of America	Health Care	768
City of Goodyear	Government	706
Subzero Freezer Co.	Consumer Goods Manufacturing	693
Cavco Industries	Housing Construction	385
McLane Sunwest	Transportation & Distribution	375
AerSale	Aviation	358

Source: City of Goodyear Fiscal Year 2020/21 CAFR.

Construction

The following charts illustrate a building permit summary for residential and non-residential construction and new housing starts for the City.

TABLE A-4

Value of Building Permits
City of Goodyear, Arizona
($000s omitted)

Fiscal Year	Residential	Commercial and Industrial	Total
2021/22 (a)	$227,098	$125,846	$325,253
2020/21	655,377	295,009	950,386
2019/20	465,608	758,832	1,224,440
2018/19	284,955	250,906	535,861
2017/18	366,500	208,056	574,556

(a) Partial fiscal year data from July 2021 through January 31, 2022.

Source: The City. Construction is valued on the basis of estimated cost, not on market price or value of construction at the time the permit is issued. The date on which the permit is issued is not to be construed as the date of construction.

TABLE A-5

New Housing Starts
City of Goodyear, Arizona

Fiscal Year	Total New Housing Starts
2021/22 (a)	703
2020/21	2,062
2019/20	1,490
2018/19	1,230
2017/18	1,292

(a) Partial fiscal year data from July 2021 through January 31, 2022.

Source: The City. The date of new housing starts is the date on which the permit is issued and is not to be construed as the date of construction.

Transportation

The City is readily accessible via ground and air transportation. Highway access is provided by County Highway 85, State Route 303 and Interstate 10. Other freeways, including State Route 101, Interstate 17 and Interstate 8 are readily accessible to the City. The City is approximately 25 miles from Phoenix Sky Harbor International Airport, which offers service from major airlines, commuter airlines and charter companies. The Phoenix-Goodyear Airport, located within the City, is classified as a reliever airport to Phoenix Sky Harbor International Airport. The airport has an 8,500-foot lighted and paved runway and offers various airport-related facilities. The City is also served by the major bus companies and rail service is provided by the Union Pacific Railroad.

Education

Elementary and secondary education is provided to residents of the City by Mobile Elementary School District, Avondale Elementary School District, Liberty Elementary School District, Litchfield Elementary School District, Littleton Elementary School District, Buckeye Union High School District, Tolleson Union High School District and Agua Fria Union High School District. Post-secondary education is provided by the Maricopa County Community College District, which provides two-year and professional degrees through a number of facilities located throughout the County and the greater Phoenix metropolitan area, including the campus of Estrella Mountain Community College located in the neighboring City of Avondale. Four-year degrees are attainable through Arizona State University located in Phoenix, Glendale, Mesa and Tempe, Grand Canyon University located in Phoenix and other universities located in the greater Phoenix metropolitan area which offer flexible class schedules to the working individuals of the County. Franklin Pierce University located in Goodyear offers doctorate programs through its College of Graduate and Professional Studies.

APPENDIX B

CITY OF GOODYEAR, ARIZONA
Financial Data

TABLE B-1

Current Year Statistics (For Fiscal Year 2021/22)
City of Goodyear, Arizona

Total General Obligation Bonds Outstanding and to Be Outstanding	$ 156,735,000	*(a)
Total Senior Lien and Subordinate Lien Water and Sewer Revenue Obligations Outstanding	141,553,002	(b)
Total Senior Lien Excise Tax Obligations Outstanding	77,945,000	(c)
Total Subordinate Lien Excise Tax Obligations Outstanding	6,815,000	(d)
Total Annual Appropriation Obligations Outstanding	1,678,599	(e)
Total Improvement District Bonds Outstanding	21,520,000	(f)
Net Assessed Limited Property Value	1,170,620,728	(g)
Net Full Cash Assessed Value	1,586,384,072	(g)
Estimated Net Full Cash Value	13,310,752,062	(h)
Estimated Net Assessed Limited Property Value (For Fiscal Year 2022/23)	$1,293,848,816	(i)

(a) See "Statements of Bonds Outstanding – General Obligation Bonds Outstanding and to Be Outstanding" in this appendix.

(b) See "Statements of Bonds Outstanding – Water and Sewer Revenue Obligations Outstanding" in this appendix.

(c) See "Statements of Bonds Outstanding – Senior Lien Excise Tax Obligations Outstanding" in this appendix.

(d) See "Statements of Bonds Outstanding – Subordinate Lien Excise Tax Obligations Outstanding" in this appendix.

(e) See "Statements of Bonds Outstanding – Annual Appropriation Obligations Outstanding" in this appendix.

(f) See "Statements of Bonds Outstanding – Improvement District Bonds Outstanding" in this appendix.

(g) See "PROPERTY TAXES" in this appendix for a description of this property value.

(h) Estimated net full cash value is the total market value of the property less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes ("Estimated Net Full Cash Value").

(i) Estimated valuations for Fiscal Year 2022/23 provided by the Arizona Department of Revenue. Valuations for Fiscal Year 2022/23 are not official until approved by the Board of Supervisors of the County on the third Monday in August for the following fiscal year. Although the final official valuations are not expected to differ materially from the estimated valuations, they are subject to positive or negative adjustments until approved by the Board of Supervisors of the County.

Source: *State and County 2021 Abstract of the Assessment Roll*, Arizona Department of Revenue and *Maricopa County 2021 Tax Levy*, County Department of Finance.

* Subject to change.

Statements of Bonds Outstanding

TABLE B-2

General Obligation Bonds Outstanding and to be Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
2016	Refunding	$54,975,000	7-1-17/37	$ 40,565,000	
2017	Various Purpose	25,015,000	7-1-18/37	19,275,000	
2019	Various Purpose	26,960,000	7-1-20/38	4,105,000	
2019	Refunding	4,225,000	7-1-19/29	23,055,000	
2020	Refunding	9,250,000	7-1-20/30	8,275,000	
2021	Various Purpose	39,530,000	7-1-22/40	39,530,000	
Total General Obligation Bonds Outstanding				$134,805,000	
Plus the Bonds				21,930,000	*
Total General Obligation Bonds to be Outstanding				$156,735,000	*

TABLE B-3

Water and Sewer Revenue Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
Senior Lien Bonds				
2009	Refunding	$ 325,000	7-1-49	$ 325,000
2009	WIFA Loan (a)	5,716,315	7-1-10/29	2,488,002
Subordinate Lien Obligations				
2016	Subordinate Lien Obligations and Refunding	11,540,000	7-1-17/45	6,420,000
2020	Subordinate Lien Obligations	77,530,000	7-1-21/49	77,115,000
2020	Subordinate Lien Obligations	30,950,000	7-1-30/49	30,950,000
2020	Refunding	12,290,000	7-1-20/39	11,840,000
2020	Refunding	13,540,000	7-1-20/41	12,415,000
Total Water and Sewer Revenue Obligations Outstanding				$141,553,002

(a) Represents the City's 2009 financial obligations to the Arizona Water Infrastructure Finance Authority ("WIFA").

* Subject to change.

TABLE B-4

Senior Lien Excise Tax Obligations Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
2016A (b)	Refunding	40,530,000	7-1-19/32	$31,230,000
2016B (b)	Refunding	31,165,000	7-1-17/31	21,980,000
2021	Refunding	25,520,000	7-1-21/27	24,735,000
Total Senior Lien Excise Tax Obligations Outstanding				$77,945,000

(a) Secured by a first lien pledge of certain City excise taxes, fines and fees, and certain State shared revenues (collectively, the "Excise Taxes").

(b) Issued by the City of Goodyear, Arizona Public Improvement Corporation (the "PIC").

TABLE B-5

Subordinate Lien Excise Tax Obligations Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
2017 (b)	Refunding	$10,645,000	7-1-27	$6,815,000
Total Subordinate Lien Excise Tax Obligations Outstanding				$6,815,000

(a) Secured by a second lien pledge of the Excise Taxes.

(b) Issued by the PIC.

TABLE B-6

Annual Appropriation Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
Public Improvement Corporation Obligations				
2012A	PIC, Tax Exempt	$9,390,000	6-15-13/23	$1,494,687
2012B	PIC, Taxable	1,110,000	6-15-13/23	183,912
Total Annual Appropriation Obligations Outstanding				$1,678,599

TABLE B-7

Improvement District Bonds Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
2018	Assessment Bond Refunding	$34,870,000	1-1-19/31	$21,520,000
Total Improvement District Bonds Outstanding				$21,520,000

(a) Improvement District bonded debt is payable from special assessments levied on the property benefited by the financed improvements. Such bonds are a contingent liability of the City to the extent of any delinquent assessments.

PROPERTY TAXES

As described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," the City will be required by law to levy or to cause to be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due. The State's *ad valorem* property tax levy and collection procedures are summarized under this heading "PROPERTY TAXES."

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "that value determined as prescribed by statute" or if no statutory method is prescribed it is "synonymous with market value which means that estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the A.R.S. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. (Limited Property Value of property that has been split, subdivided, or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the City.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction, plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE B-8

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2017	2018	2019	2020	2021
Mining, Utility, Commercial and Industrial (b)	18%	18%	18%	18%	18%
Agricultural and Vacant Land	15	15	15	15	15
Owner Occupied Residential	10	10	10	10	10
Leased or Rented Residential	10	10	10	10	10
Railroad Private Car Company and Airline Flight Property (c)	15	14	15	15	15

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 17.5% for tax year 2022, 17.0% for tax year 2023, 16.5% for tax year 2024 and 16.0% for each tax year thereafter.

(c) This percentage is determined annually pursuant to A.R.S. Section 42-15005.

Source: *State and County Abstract of the Assessment Roll for Tax Years 2017 to 2021*, Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Assessed Limited Property Value (as defined herein). "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit, plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner-occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner-occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Assessed Limited Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bonded indebtedness and overrides and certain special district assessments.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County (the "Treasurer"). (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Financial Advisor, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

DIRECT AND OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

The Arizona Constitution provides that the general obligation bonded indebtedness for a city for general municipal purposes may not exceed six percent of the Net Full Cash Assessed Value in that city. In addition, an incorporated city may become indebted in an amount not exceeding an additional twenty percent of the Net Full Cash Assessed Value of the city for supplying such city with water, artificial light, or sewers, when the works for supplying such water, light, or sewers are or shall be owned and controlled by the city, and for the acquisition and development by the city of land or interests therein for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

TABLE B-9

Direct General Obligation Bonded Debt, Legal Limitation And Unused General Obligation Bonding Capacity (a)
City of Goodyear, Arizona

General Municipal Purpose Bonds	
Total 6% General Obligation Bonding Capacity	$95,183,044
Less 6% Original Issue Premium (b)	(5,665,000)
Less 6% General Obligation Bonds Outstanding	(39,530,000)
Net 6% General Obligation Bonding Capacity	$49,988,044

Water, Light, Sewer, Open Space, Streets, Parks, Transportation and Public Safety Bonds		
Total 20% General Obligation Bonding Capacity	$317,276,814	
Less 20% Original Issue Premium (c)	(5,930,000)	*
Less 20% General Obligation Bonds to be Outstanding	(117,205,000)	*
Net 20% General Obligation Bonding Capacity	$194,141,814	*

(a) General obligation bonding capacity is calculated using the City's Fiscal Year 2021/22 Net Full Cash Assessed Value of $1,586,384,072. Capacity is reduced by applicable amount in connection with the issuance of the Bonds.

(b) $5,665,000 of premium on previous bonds reduced (i) the principal amount of general obligation bonds authorized at the Elections and (ii) the borrowing capacity of the City under the Arizona Constitution. The City's borrowing capacity (but not authorization) will be recaptured as premium is amortized. The City plans to amortize such premium as shown in TABLE B-10.

(c) $1,810,000 of this amount is premium on previous refunding bonds and reduces the borrowing capacity, but not authorization, of the City under the Arizona Constitution. $4,120,000* of this amount is premium on the Bonds and will reduce in equal amount (i) the borrowing capacity of the City under the Arizona Constitution and (ii) the principal amount of general obligation bonds authorized at the Elections. The City's borrowing capacity (but not authorization) will be recaptured as premium is amortized. The City plans to amortize such premium as shown in TABLE B-10.

* Subject to change.

TABLE B-10

Original Issue Premium Amortization
General Obligation Bonds
City of Goodyear, Arizona

Maturity	The Bonds*	General Obligation Bonds, Series 2021	General Obligation Refunding Bonds, Series 2020	General Obligation Refunding Bonds, Series 2019	Combined*
7/1/2022		$ 440,000	$ 90,000		$ 530,000
7/1/2023		485,000	100,000		585,000
7/1/2024	$ 320,000	140,000	105,000		565,000
7/1/2025	110,000	145,000	110,000		365,000
7/1/2026	115,000	155,000	115,000		385,000
7/1/2027	115,000	160,000	125,000	$240,000	640,000
7/1/2028	120,000	170,000	130,000	250,000	670,000
7/1/2029	125,000	175,000	140,000	260,000	700,000
7/1/2030	130,000	185,000	145,000		460,000
7/1/2031	135,000	195,000			330,000
7/1/2032	140,000	205,000			345,000
7/1/2033	150,000	215,000			365,000
7/1/2034	155,000	220,000			375,000
7/1/2035	160,000	230,000			390,000
7/1/2036	165,000	240,000			405,000
7/1/2037	175,000	245,000			420,000
7/1/2038	180,000	250,000			430,000
7/1/2039	185,000	890,000			1,075,000
7/1/2040	195,000	920,000			1,115,000
7/1/2041	1,445,000				1,445,000
Total	$4,120,000	$5,665,000	$1,060,000	$750,000	$11,595,000

* Subject to change.

TABLE B-11

Direct and Overlapping General Obligation Bonds
Outstanding and to be Outstanding
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonded Debt (b)	Proportion applicable to City of Goodyear (a) Approximate Percent	Net Debt Amount	
State of Arizona	None	1.578%	None	
Maricopa County	None	2.403	None	
Maricopa County Community College District	$184,715,000	2.403	$ 4,437,867	
Maricopa County Special Health Care District	640,695,000	2.397	15,357,237	
Western Maricopa Education Center District No. 402	144,220,000	6.487	9,355,558	
Avondale Elementary School District No. 44	30,915,000	85.753	26,510,456	
Liberty Elementary School District No. 25	44,740,000	59.718	26,717,833	
Litchfield Elementary School District No. 79	43,385,000	46.015	19,963,675	
Littleton Elementary School District No. 65	35,305,000	0.018	6,356	
Mobile Elementary School District No. 86	None	45.379	None	
Agua Fria Union High School District No. 216	123,255,000	58.950	72,659,374	
Buckeye Union High School District No. 201	68,495,000	22.973	15,735,242	
Tolleson Union High School District No. 214	217,315,000	0.004	8,693	
Centerra Community Facilities District	2,461,000	100.000	2,461,000	
Cortina Community Facilities District	1,495,000	100.000	1,495,000	
Cottonflower Community Facilities District	1,355,000	100.000	1,355,000	
Estrella Mountain Ranch Community Facilities District	8,575,000	100.000	8,575,000	
Goodyear Community Facilities General District No. 1	5,975,000	100.000	5,975,000	
Goodyear Community Facilities Utilities District No. 1	27,375,000	100.000	27,375,000	
King Ranch Community Facilities District	None	100.000	None	
Palm Valley Community Facilities District No. 3	4,440,000	100.000	4,440,000	
Wildflower Ranch Community Facilities District No. 1	180,000	100.000	180,000	
Wildflower Ranch Community Facilities District No. 2	450,000	100.000	450,000	
City of Goodyear	156,735,000	100.000	156,735,000	*(c)
Total Direct and Overlapping General Obligation Bonded Debt Outstanding and to Be Outstanding			$399,793,291	*

(a) Proportion applicable to the City is computed on the ratio of Net Assessed Limited Property Value for Fiscal Year 2021/22 of the portion of the overlapping jurisdiction lying within the City divided by the total Net Assessed Limited Property Value of such jurisdiction. Total may not add due to rounding.

(b) Does not include presently authorized but unissued general obligation bonds of such jurisdictions that may be issued in the future nor amounts that may be authorized at future elections. Additional bonds may be authorized by voters within such jurisdictions pursuant to future elections.

Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of bonded debt payable from special assessments, as such debt is presently being paid from such special assessments against affected property owners residing within the various improvement districts.

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially

* Subject to change.

completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Assessed Limited Property Value, of which 14 cents is currently being levied. (See A.R.S., Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the master contract. Does not include the obligation of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be *ad valorem* taxes on real property and improvements.

(c) Includes the Bonds.

Source: The various entities.

TABLE B-12

Direct and Overlapping General Obligation Bonds
Authorized but Unissued
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Avondale Elementary School District No. 44	$ 9,365,000
Liberty Elementary School District No. 25	12,610,000
Tolleson Union High School District No. 214	125,000,000
Centerra Community Facilities District	15,692,000
Cortina Community Facilities District	845,000
Cottonflower Community Facilities District	415,000
Estrella Mountain Ranch Community Facilities District	181,895,000
Goodyear Community Facilities General District No. 1	119,260,000
Goodyear Community Facilities Utilities District No. 1	111,760,000
King Ranch Community Facilities District	50,000,000
Palm Valley Community Facilities District No. 3	116,460,000
Wildflower Ranch Community Facilities District No. 1	600,000
Wildflower Ranch Community Facilities District No. 2	1,280,000
City of Goodyear	44,446,616*

Source: The various entities.

* Subject to change.

TABLE B-13

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Goodyear, Arizona

		As a Percentage of City's	
	Per Capita Bonded Debt Population at 101,662 (a)	2021/22 Net Assessed Limited Property Value	2021/22 Estimated Net Full Cash Value
Direct General Obligation Bonded Debt* (b)	$1,542	13.39%	1.18%
Direct and Overlapping General Obligation Debt* (b)	3,934	34.15	3.00

(a) Estimate as of July 1, 2021 (published December 2021).

(b) Includes the Bonds

Source: Arizona Department of Administration, Office of Employment and Population Statistics and *State and County 2021 Abstract of the Assessment Roll*, Arizona Department of Revenue.

Other Indebtedness
City of Goodyear, Arizona

The City currently has no other material indebtedness.

Source: The City.

TAX COLLECTIONS, TAX RATES AND VALUES

TABLE B-14

Property Taxes Levied and Collected (a)
City of Goodyear, Arizona

			Collected to 6-30 of Initial Fiscal Year (b)		Cumulative Collection to December 31, 2021	
Fiscal Year	Tax Rate	City Tax Levy (c)	Amount	% of Levy (d)	Amount	% of Levy (d)
2021/22	$1.7350	$20,310,300	(e)		$11,533,193	57.24%
2020/21	1.7335	17,801,260	$17,528,715	98.47%	17,627,275	98.64
2019/20	1.7332	15,942,526	15,760,029	98.86	15,924,901	99.65
2018/19	1.7350	14,263,392	14,097,133	98.83	14,085,020	98.75
2017/18	1.7349	13,232,702	13,071,185	98.78	13,148,521	99.36
2016/17	1.8623	13,157,209	13,024,932	98.99	13,016,411	98.93

(a) Taxes are collected by the Treasurer. Taxes in support of debt service are levied by the County Board of Supervisors as required by A.R.S.

(b) Reflects collections made through June 30, the end of the fiscal year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1; the second installment is due on March 1 and becomes delinquent on May 1. Delinquent taxes are subject to an interest and penalty change of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

* Subject to change.

(c) Tax levy amount shown is based on the original levy set by the County and does not reflect adjustments.

(d) Percentage of levy collected is calculated using the adjusted levy as of 6-30 of the initial fiscal year or as of the query date, respectively.

(e) The 2022 taxes are in course of collection, subject to the following schedule: first installment due 10-01-21, delinquent 11-01-21; second installment due 03-01-22, delinquent 05-01-22.

Source: Treasurer.

TABLE B-15

Direct and Overlapping Assessed Valuations and Total Tax Rates
Per $100 Assessed Valuation

Overlapping Jurisdiction	2021/22 Net Assessed Limited Property Value (a)	2021/22 Total Tax Rate Per $100 Net Assessed Limited Property Value (a)	
State of Arizona	$74,200,233,397	None	
Maricopa County	48,724,126,672	$ 1.7722	(b)
Maricopa County Community College District	48,724,126,672	1.2257	
Maricopa County Fire District Assistance Tax (c)	48,724,126,672	0.0086	
Maricopa County Flood Control District (d)	44,882,715,452	0.1792	
Maricopa County Library District	48,724,126,672	0.0556	
Maricopa County Special Health Care District	48,837,616,505	0.2970	
Central Arizona Water Conservation District (e)	48,837,616,505	0.1400	
Western Maricopa Education Center District No. 402	18,045,628,311	0.1579	
Adaman Irrigation District No. 36 (f)	2,403	11.9600	
McMicken Irrigation District (f)	18,060	1.1366	
Roosevelt Irrigation District (f)	36,110	29.8100	
Avondale Elementary School District No. 44	531,806,142	4.2440	
Liberty Elementary School District No. 25	340,654,928	4.1205	
Litchfield Elementary School District No. 79	1,101,917,815	3.4950	
Littleton Elementary School District No. 65	310,115,890	5.4659	
Mobile Elementary School District No. 86	8,912,382	7.5960	
Agua Fria Union High School District No. 216	1,633,723,788	3.2998	
Buckeye Union High School District No. 201	885,537,591	3.0759	
Tolleson Union High School District No. 214	1,471,718,800	4.7335	
Centerra Community Facilities District	17,097,355	1.8800	
Cortina Community Facilities District	12,243,498	1.5848	
Cottonflower Community Facilities District	10,952,317	1.9407	
Estrella Mountain Ranch Community Facilities District No. 1	134,052,722	1.3000	
Goodyear Community Facilities General District No. 1	140,714,524	0.7679	
Goodyear Community Facilities Utilities District No. 1	448,150,116	0.8559	
King Ranch Community Facilities District	1,394,759	0.3000	
Palm Valley Community Facilities District No. 3	134,095,526	0.4647	
Wildflower Ranch Community Facilities District No. 1	5,766,663	2.3306	
Wildflower Ranch Community Facilities District No. 2	5,818,380	2.3779	
City of Goodyear	1,170,620,728	1.7350	

(a) Any decrease in an assessed valuation below the amount shown could result in an increase in the applicable tax rate.

(b) Includes the "State Equalization Assistance Property Tax." The State Equalization Assistance Property Tax in Fiscal Year 2021/22 has been set at $0.4263 and is adjusted annually pursuant to A.R.S. Section 41-1276.

(c) The County is mandated to levy a tax annually in support of County fire districts.

(d) The assessed valuation of the Maricopa County Flood Control District does not include the personal property assessed valuation within the County.

(e) The Net Assessed Limited Property Value for CAWCD reflects the assessed valuation located within Maricopa County only.

(f) Irrigation district levies are based on a per acre assessment upon the qualified land within the City.

Source: Finance Department of the County and *State and County 2021 Abstract of the Assessment Roll*, Arizona Department of Revenue.

Direct and Overlapping Total Tax Rates Per $100 of Assessed Valuation

There are 30 taxing jurisdictions that overlap the City's boundaries. The total overlapping property tax rate for property owners within the City, excluding community facilities districts, ranges from $12.7923 to $16.1969.

Source: Finance Department of the County.

TABLE B-16

Assessed Value by Property Classification
City of Goodyear, Arizona

Below are breakdowns of the City's Net Assessed Limited Property Value by property classification.

Class	2021/22	2020/21	2019/20	2018/19	2017/18
Utilities, Commercial and Industrial	$ 383,128,650	$ 309,192,382	$266,282,679	$222,965,979	$208,163,184
Agricultural and Vacant	58,983,264	59,707,311	56,226,129	50,493,691	49,683,775
Residential (owner occupied)	507,416,490	460,411,207	418,330,272	382,577,656	349,928,707
Residential (rental)	206,917,471	189,647,892	171,609,849	155,144,262	148,286,997
Railroads	1,264,869	1,039,545	1,131,907	1,220,484	1,208,387
Historic Property	12,874,047	6,885,168	6,126,396	6,046,461	5,662,551
Miscellaneous	35,937	34,226	99,335	102,005	104,671
	$1,170,620,728	$1,026,917,731	$919,806,567	$818,550,538	$763,038,272

Source: *State and County 2021 Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE B-17

Assessed Valuation of Major Taxpayers (a)
City of Goodyear, Arizona

The table below shows the major property taxpayers located within the City and their Net Assessed Limited Property Value for the Fiscal Year indicated.

Taxpayer (b)	2021/22 Net Assessed Limited Property Value	As % of City's Total 2021/22 Net Assessed Limited Property Value
Arizona Public Service Company	$ 29,663,097	2.53%
VHS of South Phoenix Inc.	16,122,307	1.38
Microsoft Corporation	15,541,047	1.33
Prologis Commerce Park 1 QOZB LLC	13,034,124	1.11
Macys Logistics LLC	9,408,018	0.80
Southwest Gas Corporation (T&D)	8,140,020	0.70
Nike IHM Inc.	6,922,455	0.59
Huhtamaki Inc.	6,800,065	0.58
Lex Goodyear II LP	6,428,768	0.55
HCL Goodyear Centerpointe LLC (Lease)	6,403,969	0.55
	$118,463,870	10.12%

(a) Based upon data obtained from the Treasurer. None of the City, the Underwriter, counsel to the Underwriter, the Financial Advisor, or Bond Counsel has made an independent determination of the financial condition of any of the major taxpayers or their ability to pay taxes.

(b) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the City, the Financial Advisor, the Underwriter, counsel to the Underwriter, or Bond Counsel has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

Source: Assessor of the County.

TABLE B-18

Estimated Net Full Cash Value (a)
City of Goodyear, Arizona

Fiscal Year	Estimated Net Full Cash Value
2021/22	$13,310,752,062
2020/21	11,595,565,044
2019/20	10,132,136,333
2018/19	9,032,628,513
2017/18	8,298,797,769

(a) The City's estimated Net Full Cash Value approximates the total market value of all taxable property located within the boundaries of the City, less the estimated exempt property within the boundaries of the City.

Source: The Financial Advisor. Total market value and exempt property information for tax years 2017 through 2021, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

CITY EMPLOYEE RETIREMENT SYSTEM

All benefitted employees of the City are covered by one of three pension systems. The Arizona State Retirement System ("ASRS") is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple-employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System ("PSPRS") that is an agent multiple-employer defined benefit pension plan.

In addition, eligible employees are covered by other post-employment benefit plans ("OPEB"). All sworn fire and police personnel participate in the PSPRS that is an agent multiple-employer defined benefit health insurance premium benefit OPEB plan. Eligible City employees also participate in the City's defined benefit medical OPEB plan. Eligible City employees covered by Arizona State Retirement System also participate in the ASRS OPEB plan.

At June 30, 2021, the City reported the following unfunded liabilities related to pensions and OPEB for all plans to which it contributes (in thousands):

TABLE B-19

Net Pension and OPEB Liabilities
City of Goodyear, Arizona

Plan	Governmental Activities	Business-Type Activities
ASRS	$38,516,511	$7,290,671
PSPRS-Fire	21,153,384	-
PSPRS-Police	23,986,393	-
Total	$83,656,288	$7,290,671

For a more detailed description of these plans and the City contributions to the various plans, please refer to Note 13 of the City's Audited General Purpose Financial Statements for the Year Ended June 30, 2021, contained in APPENDIX C of this Official Statement.

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APPENDIX C

CITY OF GOODYEAR, ARIZONA

AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2021

The following audited financial statements are for the fiscal year ended June 30, 2021, have been audited by HintonBurdick, PLLC, certified public accountants, to the extent and for the period indicated thereon. The City has neither requested nor obtained the consent of HintonBurdick, PLLC, to include its report and HintonBurdick, PLLC, has performed no procedures subsequent to sending its report on the audited financial statements.

These are the most recent audited financial statements available to the City. THESE AUDITED FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITIONS OF THE CITY.

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APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX D HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, BOND COUNSEL, THE FINANCIAL ADVISOR, COUNSEL TO THE UNDERWRITER OR THE UNDERWRITER AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to

obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar (initially U.S. Bank Trust Company, National Association) and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

THE CITY WILL HAVE NO RESPONSIBILITY OR OBLIGATION TO DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE BOND RESOLUTION; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE BONDS; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE BONDS; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, references herein to "Owner" or registered owners of the Bonds (other than under the caption "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Registrar to DTC only.

APPENDIX E

FORM OF APPROVING LEGAL OPINION

[Closing Date]

MAYOR AND COUNCIL
CITY OF GOODYEAR, ARIZONA

We have examined the transcript of proceedings relating to the issuance by the City of Goodyear, Arizona (the "*City*") of its $21,930,000* aggregate principal amount of General Obligation Bonds, Series 2022 (the "*Bonds*"). The Bonds are dated the date of initial delivery and bear interest payable January 1 and July 1 of each year, commencing January 1, 2023*.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The Bonds are valid and binding general obligations of the City.

2. All taxable property within the City is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, in the same manner as other taxes of the City, an annual tax upon the taxable property in the City sufficient to pay the principal of and interest on the Bonds when due.

3. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could cause the Bonds to be "arbitrage bonds" within the meaning of the Code or otherwise result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The City has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the City with such restrictions, conditions and requirements.

* Subject to change.

The rights of the owners of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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$21,930,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2022

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 382505)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*"), in connection with the issuance of its General Obligation Bonds, Series 2022 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (each as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" means:

(i) a debt obligation;

(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) a guarantee of (i) or (ii),

except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____], 2022, relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

* Subject to change.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2023, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's audited financial statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) if the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

(i) TABLE B-11: Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding;
(ii) TABLE B-14: Property Taxes Levied and Collected;
(iii) TABLE B-15: Direct and Overlapping Assessed Valuations and Total Tax Rates;
(iv) TABLE B-16: Assessed Value by Property Classification; and
(v) TABLE B-17: Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in

the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall, in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with applicable federal securities laws.

Note to Section 5(a)(xii) above: For the purposes of the event identified in section 5(a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or

reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: [Closing Date].

CITY OF GOODYEAR, ARIZONA

By_____
Its Finance Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $21,930,000* General Obligation Bonds, Series 2022
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [Closing Date]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $21,930,000* General Obligation Bonds, Series 2022
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [Closing Date], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $21,930,000* General Obligation Bonds, Series 2022
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [Closing Date].

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

* Subject to change.

[Back Cover]