# City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

**Monday, June 24, 2024**

**Immediately following the Joint Community Facilities District Meeting that begins at 5:00 PM**

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis




**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: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

**Monday, June 24, 2024** **Meeting Agenda**

**Immediately following the Joint Community Facilities District Meeting that begins at 5:00 PM.**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON**

**COMMUNICATIONS**

1. **LEGISLATIVE PROCLAMATION HONORING RETIRED GOODYEAR POLICE CHIEF SANTIAGO "JIMMY" RODRIGUEZ**

**CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**

## CONSENT

2. **APPROVAL OF MINUTES**

**RECOMMENDATION**

Approve the draft minutes from the Regular and Special Meetings held on June 10, 2024. (Darcie McCracken, City Clerk)

3. **AMEND ARTICLE 3-9 PUBLIC AND PERFORMING ARTS ORDINANCE**

**RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1611 AMENDING CHAPTER 3 ARTICLE 9, PUBLIC AND PERFORMING ARTS PROGRAM, OF THE GOODYEAR CITY CODE, PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. (Layne Ruiz, Arts & Culture Coordinator)

4. **RETIREE HEALTHCARE**

**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2418 CREATING “POLICY 1100 RETIREE HEALTHCARE” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004.” (Lyman Locket, Human Resources Director)

5. **MUNICIPAL SPONSORSHIP FOR 2024 AK-CHIN INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSAL**

**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2416 SUPPORTING THE SUBMISSION OF A 2024 AK-CHIN INDIAN COMMUNITY GRANT APPLICATION BY SOLID ROCK FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

6. **GRANT OF AN AERIAL UTILITY LINE EASEMENT TO APS, OVER A PORTION OF CITY-OWNED PROPERTY AT THE NORTHWEST CORNER OF VAN BUREN STREET AND 143RD AVENUE**

**RECOMMENDATION**

Approve the Aerial Utility Line Easement granting APS an aerial easement above a portion of the City Parcel approximately located at the northwest corner of Van Buren Street & 143rd Avenue and authorize its execution by the City Manager following the City's receipt of APS's payment of $6,475. (Kimberly Romero SR/WA, Real Estate Coordinator).

7. **DEDICATION OF RIGHT-OF-WAY FOR ADDITIONAL PARKING ALONG N. CIVIC SQUARE AND PARTIAL TERMINATION OF AN EXISTING SIDEWALK EASEMENT LOCATED WITHIN RIGHT-OF-WAY BEING DEDICATED**

**RECOMMENDATION**

Accept the dedication of the Right-of-Way from Globe Land Investors LLC, approve the Partial Termination and Release of Easement, and authorize the execution of both documents by the City Manager. (Colton Blyle, Real Estate Specialist)

8. **EL CIDRO - 175TH AVE AND ELWOOD ST – ABANDONMENT**

**RECOMMENDATION**

1. ADOPT RESOLUTION NO. 2024-2414 DECLARING SECTIONS OF 175$^{th}$ AVENUE AND ELWOOD STREET UNNECESSARY FOR PUBLIC ROADWAY AND EXTINGUISHING THE RIGHT OF WAY EASEMENT GRANTING THE CITY THE UNNECESSARY PUBLIC ROADWAY; PROVIDING FOR THE RECORDATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE EASEMENT EXTINGUISHMENT AND THE RESOLUTION.

2. ADOPT RESOLUTION NO. 2024-2415 DECLARING SECTIONS OF 175$^{th}$ AVENUE AND ELWOOD STREET UNNECESSARY FOR PUBLIC ROADWAY AND VACATING THE ROADWAY; PROVIDING FOR THE RECORDATION OF THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE ABANDONMENT AND THE RESOLUTION.(Marty Crossland, Deputy Director of Development Engineering).

9. **ACQUISITION OF RIGHT-OF-WAY FOR SARIVAL AVENUE IMPROVEMENTS**

**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2411 APPROVING AGREEMENTS RELATED TO THE CITY'S ACQUISITION OF RIGHT-OF-WAY FROM ADOT, PROVIDING CONDITIONS FOR THE EXECUTION OF THE AGREEMENTS, PROVIDING FOR AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Kimberly Romero, Real Estate Coordinator)

10. **MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2**

**RECOMMENDATION**

Conditionally approve the Map of Dedication of West Mountain Vista Drive – Phase 2, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

11. **MAP OF DEDICATION OF WEST CALISTOGA DRIVE - PHASE 4**

**RECOMMENDATION**

Conditionally approve the Map of Dedication of West Calistoga Drive – Phase 4, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

12. **FINAL PLAT OF MONTECITO PARCELS 9.39 & 9.40**

**RECOMMENDATION**

Conditionally approve the Final Plat of Montecito Parcels 9.39 and 9.40, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

13. **FINAL PLAT OF MONTECITO PARCEL 9.41**

**RECOMMENDATION**

Conditionally approve the Final Plat of Montecito Parcel 9.41 subdividing approximately 23.9 acres into 52 lots and 10 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

14. **FINAL PLAT OF MONTECITO PARCEL 9.42**

**RECOMMENDATION**

Conditionally approve the Final Plat of Montecito Parcel 9.42 subdividing approximately 27.2 acres into 121 lots and 7 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

15. **FINAL PLAT FOR ESTRELLA PARCEL 9.18**

**RECOMMENDATION**

Conditionally approve the Final Plat for Estrella Parcel 9.18, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

16. **FINAL PLAT FOR ESTRELLA PARCEL 9.21**

**RECOMMENDATION**

Conditionally approve the Final Plat for Estrella Parcel 9.21, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

17. **FINAL PLAT FOR ESTRELLA PARCEL 9.7**

**RECOMMENDATION**

Conditionally approve the Final Plat for Estrella Parcel 9.7, subject to stipulations. (Marty Crossland, 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. **WEST VALLEY CHRISTIAN SCHOOL EXPANSION**

**RECOMMENDATION**

Approve the request for a Special Use Permit for a private school expansion on property zoned Agricultural Urban (AU) and Commercial Office (CO) on approximately 16.45-acres property, approximately located at the northeast corner of Sarival Avenue and Van Buren Street, subject to stipulations. (Katie Wilken, AICP, Development Services Director)

## BUSINESS

19. **AUTHORIZATION OF BUDGET AMENDMENT AND CONTRACT FOR THE EXPENDITURE OF CONSTRUCTION AND FF&E FUNDS FOR APPROVED CIP PROJECT #60122 – GMC TENANT IMPROVEMENTS BUILDING B**

**RECOMMENDATION**

Authorize the budget amendment of $2,481,000 and contract for the expenditure of construction and furniture, fixtures, and equipment (FF&E) funds up to $1,920,000 for Capital Improvement Program (CIP) Project #60122 – Goodyear Municipal Complex (GMC) Tenant Improvements Building B. (Allan Smolko, Senior Project Manager)

20. **PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2025**

**RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1612 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES;

PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2025 AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Ryan Bittle, Finance Manager - Budget)

## 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.

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

**Future meetings are tentatively scheduled as follows:**

| | | |
|---|---|---|
| July 1, 2024 | Council Meeting | 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 6/20/2024 at 4:51 p.m. by VM.

ITEM #: 1.
DATE: 06/24/2024
AI #:2071

# CITY COUNCIL COMMUNICATION

**STAFF PRESENTER(S):** Ginna Carico, Government Relations Manager

**SUBJECT:**

**LEGISLATIVE PROCLAMATION HONORING RETIRED GOODYEAR POLICE CHIEF SANTIAGO "JIMMY" RODRIGUEZ**

**Attachments**

Presentation


TELECOMMUNICATIONS
POLICE
POLICE
Goodyear
106
CUBIC INCHES
ABS

ITEM #: 2.
DATE: 06/24/2024
AI #:2127

# APPROVAL OF MINUTES

**SUBJECT**
**APPROVAL OF MINUTES**

**RECOMMENDATION**
Approve the draft minutes from the Regular and Special Meetings held on June 10, 2024. (Darcie McCracken, City Clerk)

**Attachments**

June 10, 2024 Draft Regular Meeting minutes
June 10, 2024 Draft Special Meeting minutes

**City Council Regular Meeting**
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

**Monday, June 10, 2024** **Meeting Minutes**

**Immediately following the Joing Community Facilities District Special Meeting**

## CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:07 p.m.

## ROLL CALL

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

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie McCracken

## PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

## COMMUNICATIONS

### 1. ADAPTIVE PROGRAM PARTNERSHIP

Deputy Director of Parks and Recreation, David Seid, provided a brief update on the Adaptive Recreation Program. He highlighted Microsoft's Community Donations Program, which awarded funding to Special Olympics Arizona, directly benefiting Goodyear's Adaptive Programming.

Avery Africa, representing Microsoft, shared their commitment to supporting Goodyear's Adaptive Recreation Program and Special Olympics Arizona.

## APPOINTMENTS

### 2. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

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

**MOTION BY Councilmember Sheri Lauritano**, **SECONDED BY Councilmember Bill Stipp to APPROVE the appointments and reappointments to the Boards, Commissions and Committees. The motion carried as follows:**

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

Passed - Unanimously

City Clerk Darcie McCracken administered the Oath of Office to Ernie Nepomuceno, Carole Palmer, and Cindy Braun.

She then administered the Oath of Office to the following Youth Commissioners:

Kaleigh Guajardo, Lucas Hamblin, Sophie Cheatham, Cristian Diaz, Kiley Colvin, Kendall Bailey, Kaydence Stephenson, Mykah Atkinson, Dazlynn Hernandez, Aida Hudson, Sophia Pizzillo, Bri Blair, Mercedes Martinez, Bailey Elliott, Isabella Franco, Logan McGee, and Leylanie Manley.

## CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

## CONSENT

**MOTION BY Councilmember Brannon Hampton**, **SECONDED BY Councilmember Bill Stipp to APPROVE Consent Agenda Items 3 through 14. The motion carried as follows:**

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

Passed - Unanimously

3. **APPROVAL OF MINUTES**
Approve the draft minutes from a Regular Meeting held on May 20, 2024. (Darcie McCracken, City Clerk)

4. **CANVASS THE MAY 21, 2024 ELECTION RESULTS**

RECOMMENDATION
ADOPT RESOLUTION NO. 2024-2403, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION FOR THE GENERAL PLAN HELD ON MAY 21, 2024; DECLARING THE RESULTS OF THE VOTE ON THE GENERAL PLAN 2035: GROWING GOODYEAR, PLANNING OUR FUTURE QUESTION; ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

5. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR COPPER & SAGE GSQ**

RECOMMENDATION
Recommend approval of Application No. 294559 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Joseph Paul Lucidi has submitted this application for a New Series 12 liquor license for Copper & Sage GSQ, which will be located at 1971 N Globe Dr, Unit 105, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

6. **PARTIAL TERMINATION OF AN EXISTING DRAINAGE EASEMENT OVER LOT 33 OF THE FINAL PLAT FOR BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**

RECOMMENDATION
ADOPT RESOLUTION NO. 2024-2409 CONDITIONALLY APPROVING THE TERMINATION OF A PORTION OF AN EXISTING DRAINAGE EASEMENT; PROVIDING AUTHORIZATION AND DIRECTION FOR RECORDATION; AND PROVIDING EFFECTIVE DATES OF THE TERMINATION AND RESOLUTION. (Kimberly Romero, Real Estate Coordinator)

7. **VACATE AND ABANDON A PORTION OF RIGHT OF WAY ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH LOCATED APPROXIMATELY 795 FEET EAST OF THE ESTRELLA PARKWAY INTERSECTION**

RECOMMENDATION
ADOPT RESOLUTION NO. 2024-2407 VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH, GENERALLY LOCATED ALONG THE SOUTH SIDE OF WEST GOODYEAR BOULEVARD NORTH APPROXIMATELY 795 FEET EAST OF ESTRELLA PARKWAY; PROVIDING FOR RECORDATION AND EFFECTIVE DATES. (Kimberly Romero, Real Estate Coordinator)

8. **LICENSE AGREEMENT TO USE PHOENIX POLICE DEPARTMENT PHOENIX EMERGENCY VEHICLE OPERATIONS CENTER**

RECOMMENDATION
Approve the Revocable License and Hold Harmless Agreement between City of Goodyear and City of Phoenix Police. (Art Miller, Interim Chief of Police)

9. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE MARICOPA COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES IN THE SONORAN VALLEY**

RECOMMENDATION
Approve Intergovernmental Agreement (IGA) with Maricopa County Sheriff’s Office (MCSO) for law enforcement services in the Sonoran Valley. (Art Miller, Interim Chief of Police)

In response to Council inquiry, Interim Chief of Police Jeff Mercy clarified that the contract costs may change based on a projection cost report provided by Maricopa County Sheriff's Department for the upcoming year. Councilmember Campbell requested a biannual report on response times and calls for service.

10. **AUTHORIZING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT ("MRCCID")**

RECOMMENDATION
ADOPT RESOLUTION NO. 2024-2406 APPROVING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT. (Jared Askelson, Finance Director)

11. **AUTHORIZATION OF CONTRACT FOR EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42050 – TRAFFIC MANAGEMENT CENTER PARKING LOT IMPROVEMENTS**

RECOMMENDATION
Authorize the contract for expenditure of construction funds up to $768,700 for Capital Improvement Program (CIP) Project #42050 – Traffic Management Center Parking Lot Improvements. (David Jossund, Sr. Project Manager)

12. **AGREEMENT WITH BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT (BWCDD) FOR EMERGENCY DISCHARGE OF BRINE AND INDUSTRIAL COOLING WATER**

RECOMMENDATION
Approve the agreement with BWCDD to accept brine and industrial cooling water on an intermittent basis. (Barbara Chappell, Water Services Director)

13. **ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FY2025 PENSION FUNDING POLICY**

RECOMMENDATION
Adopt the Public Safety Personnel Retirement System FY2025 Pension Funding Policy. (Jared Askelson, Finance Director)

14. **EL CIDRO PHASE 2 PARCEL 1C FINAL PLAT**

RECOMMENDATION
Conditionally approve the Final Plat of El Cidro Phase 2, Parcel 1C subdividing approximately 36.57 acres generally located near the northeast corner of S. Citrus Road and W. Broadway Road into 160 lots and 12 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## PUBLIC HEARINGS

15. **PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2025 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2025 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

Mayor Pizzillo opened the public hearing at 5:27 p.m.

Finance Manager Ryan Bittle provided an overview on the budget process highlighting the requirements for a public hearing, special meeting, and roll call vote for the Truth in Taxation increase. Mr. Bittle explained that the budget remained unchanged from the tentative budget adopted at May 20, 2024 and that the truth-in-taxation amount was set at $277,689.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:33 p.m.

**MOTION BY Councilmember Wally Campbell**, **SECONDED BY Councilmember Vicki Gillis to APPROVE the property tax levy increase. The motion carried upon a VOICE ROLL CALL vote as follows:**

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

Passed - Unanimously

## BUSINESS

16. **FY2024-2025 COMMUNITY FUNDING RECOMMENDATIONS**

Community Partnerships Program Manager Christina Panaitescu presented the community funding program, and reviewed the application and review process conducted by the City Council Subcommittee. She explained that the Subcommittee recommended awarding the full funding amount of $214,400 to the various non-profit organizations.

**MOTION BY Councilmember Vicki Gillis**, **SECONDED BY Vice Mayor Laura Kaino to APPROVE the recommended allocations for FY2024-2025 Community Funding. The motion carried as follows:**

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

Passed - Unanimously

17. **APPROVE CONTRACT AGREEMENT BETWEEN FLYING BUCKET, LLC AND GOODYEAR FIRE DEPARTMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

Deputy Fire Chief Tim Wayne provided a brief update on the contract to provide fire and medical service for an area located south of Fire Station 187.

In response to Council inquiry, Chief Wayne clarified that ambulance fees are not included in this contract and would be charged seperately.

**MOTION BY Councilmember Bill Stipp**, **SECONDED BY Councilmember Wally Campbell to APPROVE contract agreement between Flying Bucket, LLC and Goodyear Fire Department for fire and emergency medical services for an area located south of Fire Station 187. The motion carried as follows:**

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

Passed - Unanimously

## INFORMATION ITEMS

Council commented on the opening of the White Castle Restaurant and welcomed Deputy Police Chief Jeff Mercy to the acting role.

## FUTURE MEETINGS

**Future meetings are tentatively scheduled as follows:**

| | | |
|---|---|---|
| June 24, 2024 | Council Meeting | 5:00 p.m. |

## ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 5:45 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 June 10, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024. SEAL:

_____

Darcie McCracken, City Clerk

**City Council Special Meeting**
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

**Monday, June 10, 2024** **Meeting Minutes**

**Immediately following the City Council Regular Meeting**

## CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 5:45 p.m.

## ROLL CALL

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

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie McCracken

## BUSINESS

1. **FINAL ADOPTION OF THE FY2025 BUDGET**

**MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2024-2381 DETERMINING AND ADOPTING THE FINAL ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES FOR THE CITY OF GOODYEAR FOR FY2025 BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025. The motion carried as follows:**

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

Passed - Unanimously

## ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:47 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 SPECIAL MEETING of the city of Goodyear, Arizona, held on June 10, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024. SEAL:

_____
Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 06/24/2024
AI #:2076

# CITY COUNCIL ACTION REPORT

## SUBJECT: AMEND ARTICLE 3-9 PUBLIC AND PERFORMING ARTS ORDINANCE

**STAFF PRESENTER(S):** Layne Ruiz, Arts and Culture Coordinator

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### SUMMARY

The changes to Article 3-9 are for the purposes of clarifying language and providing authority for Mayor and Council and Arts and Culture Commission in naming an ex officio member.

### STRATEGIC PLAN ALIGNMENT




### RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1611 AMENDING CHAPTER 3 ARTICLE 9, PUBLIC AND PERFORMING ARTS PROGRAM, OF THE GOODYEAR CITY CODE, PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. (Layne Ruiz, Arts & Culture Coordinator)

### FISCAL IMPACT

There is no direct budget impact associated with the approval of this text amendment.

### BACKGROUND AND PREVIOUS ACTIONS

The Arts & Culture Commission reviewed and discussed the Arts & Culture Commission Bylaws on Tuesday, January 9, 2024. The Commission identified the need to remove naming the West Valley Art Council Executive Director or designee as the non-voting standing ex officio member due to the inability of the West Valley Arts Council to fill this role. In order to amend the Goodyear Arts and Culture Commission Bylaws, the Ordinance must be amended.

The amendment to Article 3-9 of the City Code was reviewed and discussed at the Council Subcommittee meeting on May 22, 2024. The Subcommittee had consensus to move forward to the full Council with the changes.

### STAFF ANALYSIS

The West Valley Art Council ex officio position has not been filled since May 10, 2022, due to restructuring of the Council.  During this time, staff has attempted to recruit the Executive Director of designee of the West Valley Arts Council but has remained unsuccessful.

Amending the Public and Performing Arts Ordinance will allow Mayor and Council and the Arts and Culture Commission more authority in naming an ex officio member without being restricted or limited to a specific organization. Additional text amendments include changing “citizen” to “resident” for more inclusive language and reordering text for clarity.

Staff recommends the adoption of Ordinance No. 2024-1611 amending Article 3-9 of the Goodyear City Code.

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**Attachments**

Ordinance No. 2024-1611

**ORDINANCE NO. 2024-1611**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 3 ARTICLE 9, PUBLIC AND PERFORMING ARTS PROGRAM, OF THE GOODYEAR CITY CODE, PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the city of Goodyear believe it is in the best interests of the City to amend Chapter 3 of the Goodyear City Code by amending Article 3-9, entitled Public and Performing Arts Program; and

WHEREAS, the changes to Article 3-9 are for the purposes of providing more inclusive language, allowing the Mayor and Council and Arts and Culture Commission more authority in naming an ex officio member, and reordering language for clarity.

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

SECTION 1. AMENDING ARTICLE 3-9 PUBLIC AND PERFORMING ARTS PROGRAM OF GOODYEAR CITY CODE

Article 3-9 of Goodyear City Code is hereby amended by amending all sections and subsections of Article 3-9 as set forth in that certain document titled, “Amendment to Article 3-9 (Public and Performing Arts Program) of Goodyear City Code,” which is attached to this Ordinance 2024-1611 as Exhibit “A”, a copy of which is on file with the City Clerk of the City of Goodyear, and which is referred to, adopted and made a part hereof as if fully set forth in this Ordinance 2024-1611.

SECTION 2. CORRECTIONS

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, 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'**
**AMENDMENT TO ARTICLE 3-9 (PUBLIC AND PERFORMING ARTS PROGRAM) OF GOODYEAR CITY CODE**

Upon Council Adoption of Ordinance No. 2024-1608, Chapter 3 (Administration), Article 3-9 (Public and Performing Arts Program) of Goodyear City Code is hereby amended to amend all sections and subsections of Article 3-9 to read as follows (with deletions shown by ~~strikeout text~~ and additions shown as CAPITALIZED AND UNDERLINED TEXT.

**3-9-1 Statement of purpose~~: Public and performing arts program~~.**

The intent of this article is to beautify public areas, enhance quality of life for Goodyear ~~citizens~~ RESIDENTS, attract tourism, promote City services and departments, provide a mechanism to meaningfully involve ~~citizens~~ RESIDENTS in the design of their environment, and encourage businesses to locate within the City, thus expanding Goodyear's economic base through the promotion and encouragement of private and public programs, to further the development and public awareness of and interest in the visual and performing arts, to increase employment opportunities in the arts, and to encourage the integration of art into the architecture of municipal structures. This program shall hereinafter be referred to as the "Public and Performing Arts Program."

**3-9-2 Definitions.**
For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***ANNUAL PUBLIC ART PROJECT PLAN.*** Recommendations from the Commission for public art projects and performing arts expenditures proposed for each immediate fiscal year and projections for public art and performing arts expenditures for the next five fiscal years, which report shall be submitted prior to April 1st of each year. The Mayor and City Council will review the plan in a policy session. City Council may amend and approve the final plan by increasing or decreasing the amount of money allocated for public and performing arts projects in a regular session.

***CAPITAL IMPROVEMENT PLAN PROJECT.*** Any capital project paid for wholly or in part by the City for design services, engineering, and related costs for new construction or the substantial remodeling of any building, structure, park, utility, street, sidewalk, parking facility, bridge or utility undertaking within the limits of the City. Capital improvement plan projects also include capital projects for construction, remodeling, or expansion of water production and storage facilities, wastewater treatment and reclamation facilities, drainage facilities, and infrastructure for water or wastewater projects, within the limits of the City.

***COMMISSION.*** The Goodyear Arts and Culture Commission.

***PERFORMING ARTS.*** Art disciplines, including but not limited to dance, music, and theatre, which are presented in a public forum within the limits of the City.

***PUBLIC AND PERFORMING ARTS PROGRAM.*** Performing Arts or Public Art projects as authorized by this chapter and as recommended by the Goodyear Arts and Culture Commission in the Annual Public Art Project Plan.

***PUBLIC ART.*** Works of art placed in areas accessible to the public. Examples of public art include, but are not limited to, murals, fountains, sculptures, and paintings.

**3-9-3 Goodyear Arts and Culture Commission**.

(A) To carry out the responsibilities and duties set forth herein, there is hereby created a "Goodyear Arts and Culture Commission" to consist of nine voting members plus one alternate and one standing ex officio member. The Commission shall strive to include one Goodyear business owner~~,~~ AND one Goodyear resident who is a visual or performing artist~~, and one standing ex officio member from the West Valley Arts Council~~. All members, with the exception of the ex officio member ~~from the West Valley Arts Council~~, shall be residents of the City of Goodyear at large.

(B) The members of the Arts and Culture Commission shall serve for a term of three years. NO MEMBER SHALL SERVE ON THE COMMISSION FOR MORE THAN TWO CONSECUTIVE THREE YEAR TERMS. If a vacancy occurs on the Commission, the City Council shall appoint the alternate member to complete the unexpired term. The unexpired term does not count against total appointment time. Members shall serve until their successors are appointed.

(C) Chairpersons and Vice Chairpersons shall be elected by the members of the Commission for terms of one year. ~~No member shall serve on the Commission for more than two consecutive three year terms.~~ All officers shall be elected from among the membership of the Commission.

(D) The Commission shall act as an advisory body to the City Manager and the City Council and make recommendations regarding, but not limited to:

(1) Policies, priorities, and plans for promoting, advancing, and maintaining Public Art Projects and Performing Arts events and programs in Goodyear;

(2) Allocation and budgeting of funds for Public Art and Performing Arts through the Annual Public Art Project Plan;

(3) Encouraging the promotion of Arizona artists in City art projects by setting annual goals to be identified in the Annual Public Art Project Plan and approved by City Council;

(4) Encouraging ~~citizens~~ RESIDENTS input and involvement in the design and selection of artists for public art projects and performing arts events and programs;

(5) Coordinating with the private sector and other governmental agencies in promoting arts and cultural excellence as a tool for the encouragement of economic development, business relocation and tourism; and

(6) Organizing and promoting Public Art Projects and Performing Arts events and programs that celebrate the City and its unique cultural heritage.

(E) Five of the nine voting members of the Commission shall constitute a quorum for conducting Commission business and action may be had upon a majority vote of the quorum.

(F) The Commission may organize committees and adopt rules and procedures necessary to accomplish its purpose.

(G) The Commission may approve the artist and the art concept, subject to the Goodyear Procurement Rules and Regulations and any other applicable law.

(H) The Commission may engage in fundraising activities for the purpose of advancing public art projects and performing arts events and programs. All money collected by the Commission pursuant to this provision shall be placed in a separate revenue generating account used to carry out the intent of this article.

**3-9-4 Public art fund.**

(A) The City shall establish a special fund designated as "Public Art Fund" into which funds appropriated in accordance with the City's annual budget process and as contemplated by this article shall be allocated. Up to 1% of costs for eligible Capital Improvement Plan Projects may be allocated to the Public Art Fund.

(B) The monies appropriated for the Public Art Fund may be used to fund any public art project that is authorized in accordance with this article. The Public Art Fund is not available for performing arts events and programs recommended by the Commission.

(C) Expenditures from the Public Art Fund shall be recommended by the Commission through its Annual Public Art Project Plan and shall be subject to approval by the City Council. Expenditures must conform to the City's procurement regulations, as may be amended from time to time.

ITEM #: 4.
DATE: 06/24/2024
AI #:2129

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **RETIREE HEALTHCARE**

**STAFF PRESENTER(S):** Lyman Locket, Human Resources Director

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## SUMMARY

This request is to adopt Resolution 2024-2418 and approve "Policy 1100 Retiree Healthcare" within the City of Goodyear Policy and Administrative Guidelines Manual.

## STRATEGIC PLAN ALIGNMENT



Fiscal Resource Management

## RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2418 CREATING “POLICY 1100 RETIREE HEALTHCARE” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004.” (Lyman Locket, Human Resources Director)

## FISCAL IMPACT

The fiscal year 2025 budget includes $180,000 of ongoing funding for anticipated benefit costs and $3.5 million of one-time funding to be set aside for benefits earned in prior years. The five-year forecast includes increases in ongoing costs in line with anticipated benefit cost increases and growth in the number of eligible retirees. The forecast also includes annual payments to fully fund benefits earned in prior years in approximately seven years.

## BACKGROUND AND PREVIOUS ACTIONS

At the June 3, 2024 Council work session, Council came to consensus on the final eligibility and loss of coverage decision points for the retiree healthcare plan. This direction provided information to finalize the administrative policy and guidelines associated with this new benefit.

At the December 18, 2023 Council meeting, Council took action to approve the framework for the retiree health plan. This action set in motion the creation of a transition plan and eligibility for the retiree healthcare plan for employees who retire between January 1, 2024 through June 30, 2024. This action also provided direction to finalize the retiree healthcare plan

design for implementation on July 1, 2024 as outlined above.

At the December 11, 2023 Council work session, Council reached consensus on the creation of a retiree healthcare plan for eligible retirees. The plan design framework will be a bridge plan that covers retirees from the point of retirement to age of Medicare eligibility. The premium equivalency rate will be 50% retiree, and 50% city. Rates are based on the full premium rate that is established on an annual basis for active employees. Eligibility rules include reaching normal retirement as defined by PSPRS or ASRS for members of each plan. Retirees must also complete ten consecutive years of service immediately preceding their retirement and elect the retiree healthcare plan without a gap in coverage.

For Council members eligibility requires serving two full consecutive terms. At the end of the final term, Council members must elect the retiree healthcare plan without a gap in coverage.

**STAFF ANALYSIS**

As the final step of approval, Staff recommends adoption of Resolution 2024-2418 and approval of "Policy 1100 Retiree Healthcare" within the City of Goodyear Policy and Administrative Guidelines Manual.

This action will initiate the open enrollment process for any employee currently covered under the transition plan and will provide the benefit for eligible retirees on a go forward basis effective July 1, 2024.

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**Attachments**

Policy-1100 Retiree Healthcare Benefit

Resolution 2024-2418 w/exhibit

# ADMINISTRATIVE GUIDELINES / POLICY STATEMENT

| **Subject: Retiree Healthcare** | |
|---|---|
| Origination Date: 07/01/2024 | Revision Date: |
| Policy Number: 1100 | |

## Purpose

Our Retiree Healthcare Benefit aims to give city retirees access to healthcare, supporting their overall well-being. As a city, we highly value our workforce and acknowledge the significant contributions of our dedicated employees. Accordingly, we provide a post-employment retiree healthcare benefit as part of our comprehensive financial and physical well-being platform. This benefit helps attract and retain a high-quality workforce and aligns with our culture statement: 'We Care.

The retiree healthcare benefit policy provides the framework for the administration of a post-employment medical plan.

## Policy

### A. Administration of Retiree Healthcare Plan

1. The Human Resources Director, or designee shall be responsible for maintenance of the Retiree Healthcare Plan. This includes recommending to the City Manager any amendments to the administrative processes, establishing enrollment processes, conducting annual open enrollment and working with third-party providers for billing and collection and any statutory annual actuarial assessments.

### B. Retiree Healthcare Framework

1. The Retiree Healthcare Plan permits eligible retirees to enroll in the city's medical insurance plan, which is also available to active employees.
2. Premium equivalency rate for the retiree healthcare plan will be 50% city and 50% retiree. Premiums will be based on the full premium rate established each year for active employees.

### C. Eligibility for Retiree Healthcare

1. Employees meeting the following criteria will be eligible for the plan:
    a. Must have completed at least ten (10) years of continuous service with the city of Goodyear in a full-time regular benefit eligible position immediately preceding retirement; and
    b. Must meet the rules of normal retirement as defined by ASRS or PSPRS; and

c. Must be enrolled in one of the city's medical insurance plans at the time of retirement.

2. Members of City Council who have completed two full terms are eligible for the retiree health care plan.

3. In all cases, coverage for a retiree or spouse will not be extended beyond the age of Medicare eligibility and for dependent children, coverage will not extend beyond the age of 26 years old. Special circumstances apply to dependents who meet disability criteria.

**D. Disability Retirement Coverage**

1. Employees who can no longer fulfill the functions of their job due to an injury or illness and meet retirement disability criteria as outlined by either PSPRS or ASRS are covered under the retiree healthcare plan as follows:

   a. Work-Related Disability

      i. Regardless of years of service, full-time benefit eligible employees who can no longer fulfill the requirements of their job because of a work-related injury or illness are eligible for retiree healthcare coverage.

         A) Coverage for work-related injuries remains in place as long as the retiree meets the requirements for disability retirement. Coverage for the individual member ends when retiree, eligible spouse or dependent(s) are no longer eligible. For retiree or spouse coverage ends at age of Medicare eligibility. For dependent(s) at age 26.

   b. Non Work-Related Disability

      i. Employees who have 10 years of service and are unable to fulfill the requirements of their job because of a non work-related injured or illness are eligible for retiree healthcare coverage.

      ii. Coverage for a non work-related injury is available for 36 months. The retiree must meet the requirements for disability retirement to remain eligible. Coverage ends earlier for plan members when they no longer meet eligibility requirements.

2. Council Disability Coverage

   a. Councilmembers who have completed one (1) term and are unable to fulfill a subsequent term because of an injury or illness are eligible for 36 months of retiree healthcare coverage.

**E. Loss of Coverage**

1. Retiree Reaches Age of Medicare Eligibility

   a. When a retiree reaches the age of Medicare eligibility, their eligible spouse and dependent(s) may remain on the retiree healthcare plan

for 60 months or until their eligibility status ends, whichever comes first.

2. Death of Retiree
    a. If the death of a retiree precedes the death of a spouse or dependent, eligible spouses and dependents may remain on the plan until the date the retiree would have reached the age of Medicare eligibility or for 60 months whichever is longer.
3. Line of Duty Death
    a. If the death of an employee occurs in the line of duty or because of injuries suffered in the line of duty, including presumptive illnesses defined under Arizona state law; eligible spouse and dependent(s) may remain on the plan as long as they are eligible.
4. Retiree Opts Out
    a. When a retiree opts out of coverage, coverage ends the end of the month in which the retiree opts out. Retiree may opt out through an affirmative election or by failing to pay premiums fully and/or on schedule.
    b. When a retiree opts out, they are ineligible for future coverage under the retiree healthcare plan.

# RESOLUTION 2024-2418

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CREATING "POLICY 1100 RETIREE HEALTHCARE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004."

WHEREAS, the Mayor and Council of the city of Goodyear, Maricopa County, Arizona are authorized to provide for the manner in which personnel policies, rules, regulations and procedures applicable to city of Goodyear employees are to be adopted;

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

## SECTION 1. STATEMENT OF AUTHORITY

Section 3-3-3 of chapter 3 of the Goodyear City Code authorizes the Mayor and City Council to adopt by ordinance written policies, rules, regulations and procedures to give effect to the Article.

## SECTION 2. "POLICY 1100 RETIREE HEALTHCARE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004"

The "Policy 1100 Retiree Healthcare," is created as reflected in Exhibit A (Final Version).

## SECTION 3. SEVERABILITY

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

## SECTION 4. EFFECTIVE DATE

Resolution 2024-2418 shall be effective upon the date of its adoption.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

# Exhibit “A”

# Policy 1100 (Final Version)

# (ON THE FOLLOWING PAGES)

| ADMINISTRATIVE GUIDELINES / POLICY STATEMENT | |
|---|---|
| **Subject: Retiree Healthcare** | |
| Origination Date: 07/01/2024 | Revision Date: |
| Policy Number: 1100 | |

## Purpose

Our Retiree Healthcare Benefit aims to give city retirees access to healthcare, supporting their overall well-being. As a city, we highly value our workforce and acknowledge the significant contributions of our dedicated employees. Accordingly, we provide a post-employment retiree healthcare benefit as part of our comprehensive financial and physical well-being platform. This benefit helps attract and retain a high-quality workforce and aligns with our culture statement: 'We Care.

The retiree healthcare benefit policy provides the framework for the administration of a post-employment medical plan.

## Policy

### A. Administration of Retiree Healthcare Plan

1. The Human Resources Director, or designee shall be responsible for maintenance of the Retiree Healthcare Plan. This includes recommending to the City Manager any amendments to the administrative processes, establishing enrollment processes, conducting annual open enrollment and working with third-party providers for billing and collection and any statutory annual actuarial assessments.

### B. Retiree Healthcare Framework

1. The Retiree Healthcare Plan permits eligible retirees to enroll in the city's medical insurance plan, which is also available to active employees.
2. Premium equivalency rate for the retiree healthcare plan will be 50% city and 50% retiree. Premiums will be based on the full premium rate established each year for active employees.

### C. Eligibility for Retiree Healthcare

1. Employees meeting the following criteria will be eligible for the plan:
    a. Must have completed at least ten (10) years of continuous service with the city of Goodyear in a full-time regular benefit eligible position immediately preceding retirement; and
    b. Must meet the rules of normal retirement as defined by ASRS or PSPRS; and

c. Must be enrolled in one of the city's medical insurance plans at the time of retirement.

2. Members of City Council who have completed two full terms are eligible for the retiree health care plan.

3. In all cases, coverage for a retiree or spouse will not be extended beyond the age of Medicare eligibility and for dependent children, coverage will not extend beyond the age of 26 years old. Special circumstances apply to dependents who meet disability criteria.

**D. Disability Retirement Coverage**

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   a. Work-Related Disability

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         A) Coverage for work-related injuries remains in place as long as the retiree meets the requirements for disability retirement. Coverage for the individual member ends when retiree, eligible spouse or dependent(s) are no longer eligible. For retiree or spouse coverage ends at age of Medicare eligibility. For dependent(s) at age 26.

   b. Non Work-Related Disability

      i. Employees who have 10 years of service and are unable to fulfill the requirements of their job because of a non work-related injured or illness are eligible for retiree healthcare coverage.

      ii. Coverage for a non work-related injury is available for 36 months. The retiree must meet the requirements for disability retirement to remain eligible. Coverage ends earlier for plan members when they no longer meet eligibility requirements.

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   a. Councilmembers who have completed one (1) term and are unable to fulfill a subsequent term because of an injury or illness are eligible for 36 months of retiree healthcare coverage.

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for 60 months or until their eligibility status ends, whichever comes first.

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    a. If the death of a retiree precedes the death of a spouse or dependent, eligible spouses and dependents may remain on the plan until the date the retiree would have reached the age of Medicare eligibility or for 60 months whichever is longer.
3. Line of Duty Death
    a. If the death of an employee occurs in the line of duty or because of injuries suffered in the line of duty, including presumptive illnesses defined under Arizona state law; eligible spouse and dependent(s) may remain on the plan as long as they are eligible.
4. Retiree Opts Out
    a. When a retiree opts out of coverage, coverage ends the end of the month in which the retiree opts out. Retiree may opt out through an affirmative election or by failing to pay premiums fully and/or on schedule.
    b. When a retiree opts out, they are ineligible for future coverage under the retiree healthcare plan.

ITEM #: 5.
DATE: 06/24/2024
AI #:2115

# CITY COUNCIL ACTION REPORT

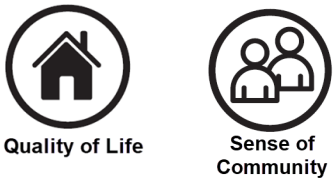
**SUBJECT:** **MUNICIPAL SPONSORSHIP FOR 2024 AK-CHIN INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSAL**

**STAFF PRESENTER(S):** Christina Panaitescu, Community Partnerships Program Manager

## SUMMARY

The Ak-Chin Indian Community is seeking requests for funding proposals for their 2024 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: economic development and community development, education, health, promotion of commerce, or public safety. Responses are due no later than July 12, 2024.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2416 SUPPORTING THE SUBMISSION OF A 2024 AK-CHIN INDIAN COMMUNITY GRANT APPLICATION BY SOLID ROCK FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

## FISCAL IMPACT

As a municipal sponsor, the City will act as a financial conduit between the Ak-Chin Indian Community and the awarded organization and, as such, upon receipt of grant funds, the City will make payment to the awarded organization covering one hundred percent (100%) of the funds received by the City for that purpose pursuant to the application submitted to the Ak-Chin Indian Community. If awarded, appropriate budget amendments will be completed at that time.

## BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona 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 State Shared Revenue Program (funded by the Cities, Towns and Counties Distribution Fund) makes grants to incorporated municipalities throughout the State of Arizona and may include non-profit organizations who obtain the support/endorsement of a city, town or county.

According to the Goodyear Grants Policy, adopted by Council in December 2020, for Goodyear to serve as a municipal sponsor, all of the following criteria must be met:

The applicant must be:

- Legally recognized by the IRS as a tax-exempt organization;
- Eligible to apply;
- In good standing with the City (e.g. current business license, etc. as applicable);
- Be located in the City of Goodyear and/or the proposed project must directly serve City of Goodyear residents.

And, the application must:

- Meet the "public benefits" funding priorities of the Tribes.
- Not be in direct competition with an application submitted by the City to the same Tribal community during the same funding cycle.

**STAFF ANALYSIS**

Non-municipal public service organizations (such as public schools, fire districts, etc.), and non-profit organizations that have tax-exempt status from the IRS, are eligible to apply; however, they must partner with a municipality for an application submission ("municipal sponsorship") and must provide services that benefit the public in or around that municipality. All grant awards are made and paid to Arizona cities, towns and counties. Non-municipal organizations that wish to apply must establish a relationship with a city, town or county who will receive the grant and then distribute awarded funds as appropriate. This is in accordance with Proposition 202, distributions by tribe to cities, towns and counties.

Solid Rock Foundation has requested Goodyear's municipal sponsorship of an application for $40,000 to support music lessons and mental health improvement at Alice Cooper’s Solid Rock Teen Center in Goodyear.

This requested resolution will serve as the City’s intent to accept the grant as awarded, authorizing the City Manager to accept and administer subsequent awarded funds, and any amendments thereto, as a pass-through grant. Upon the City’s distribution of the awarded funds to the non-city recipient, the City shall be considered released from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-city recipient fails for any reason to expend the awarded funds in accordance with their grant application to the Ak-Chin Indian Community.

The application meets the City's criteria for municipal sponsorship and staff recommends approval of the sponsorship request.

## Attachments

Resolution
Application Cover Sheet

**RESOLUTION NO. 2024-2416**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, SUPPORTING THE SUBMISSION OF A 2024 AK-CHIN INDIAN COMMUNITY GRANT APPLICATION BY SOLID ROCK FOUNDATION AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT.

WHEREAS, Arizona's Indian Gaming Compact provides that an Indian Tribe make twelve percent (12%) of its net annual State contributions to cities, towns, or counties for government services that benefit the general public; and

WHEREAS, private, not-for-profit organizations wishing to access Indian Gaming Funds ("Gaming Funds") to provide public benefits must secure sponsorship from a city, town, or county before making application; and

WHEREAS, this sponsorship must be expressed in a resolution passed by the local government sponsor; and

WHEREAS, Solid Rock Foundation desires to submit an application for $40,000 to support music lessons and mental health improvement at Alice Cooper's Solid Rock Teen Center in Goodyear; and

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

SECTION 1. The City Council supports the grant request for funding.

SECTION 2. The City Manager is hereby authorized to accept and administer subsequent awarded funds, and any amendments thereto, as a pass-through grant. The City of Goodyear makes no guarantees beyond disbursement of funding to the non-city recipient. Upon the City of Goodyear's distribution of the awarded funds to the non-city recipient, the City of Goodyear shall be considered released from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-city recipient fails for any reason to expend the awarded funds in accordance with their grant application to the Ak-Chin Indian Community.

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

# 2024 Ak-Chin Indian Community Grant Application Cover Sheet

| Name of Applicant: Solid Rock Foundation | Applicant is a: □ City/Town/County (circle) ☑Other 501©(3) non-profit charity |
|---|---|
| Mayor/Supervisor/Chairman/President: Mayor Joe Pizzillo | |
| Contact Person and Title: Randy Spencer, Partnerships and Development | |
| Applicant Address (administrative office): 13625 N 32 St. | |
| City: Phoenix | Zip Code: 85032 |
| Applicant Mailing Address (if different): | |
| City: | Zip Code: |
| Phone Number: 602-522-9200 | Fax Number: |
| E-mail Address: randy@AliceCooperSolidRock.com | |
| Fiscal Agent for any Applicant that is not a City, Town, or County *(Special Taxing Districts/Fire Districts must have a Fiscal Agent)* | |
| Contact Person: Christina Panaitescu | |
| City/Town/County Mailing Address: 1900 N Civic Square | |
| City: Goodyear | Zip Code: 85395 |
| Phone Number: 623-882-7804 | Fax Number: |
| E-mail Address: christina.panaitescu@goodyearaz.gov | |

| |
|---|
| Program or Project Name: Music Lessons and Mental Health Improvement |
| Purpose (Check all that apply) ☑ education ☑ public safety ☑ health ☐ environment ☐ promotion of commerce ☑ economic and community development |
| Purpose of Grant (brief statement): Providing a safe space for ALL teens ages 12-20 to spend their time and FREE music lessons at Alice Cooper's Solid Rock Teen Center in Goodyear. Through music lessons teens receive socialization, mentorship, education & mental health improvement. Teens/families that are not able to afford music lessons and music equipment can receive these free of charge. |
| Beginning and Ending Date of Program or Project: January 2, 2025-December 23, 2025 |
| Amount Requested: $40,000 Total Cost: $67,515 |
| Geographic Area Served: Phoenix Metro – Goodyear, Avondale, Anthem, Surprise, Glendale, Tolleson |

By the execution of this Grant Application the undersigned agrees that the information contained in this Application is true, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes.

Signature:
For the Applicant: _____ Date: 06/17/2024

Typed/Printed Name and Title: Randy Spencer, Partnerships and Development

For the Fiscal Agent: _____ Date: _____
(If applicable)
Typed/Printed Name and Title: Joe Pizzillo, Mayor

ITEM #: 6.
DATE: 06/24/2024
AI #:2094

# CITY COUNCIL ACTION REPORT

**SUBJECT: GRANT OF AN AERIAL UTILITY LINE EASEMENT TO APS, OVER A PORTION OF CITY-OWNED PROPERTY AT THE NORTHWEST CORNER OF VAN BUREN STREET AND 143RD AVENUE**

**STAFF PRESENTER(S):** Kimberly Romero, Real Estate Coordinator

## SUMMARY

Arizona Public Service Company (“APS”) has requested that the City of Goodyear (“City”) grant to APS an aerial easement to install electrical lines ("Aerial Utility Line Easement") over a portion of City owned property with assessor’s parcel number 500-10-718C (“City Parcel”). The Aerial Utility Line Easement that APS has offered to purchase from the City, is part of their Three Rivers 230kV Transmission Line project to upgrade electric service in the Goodyear area. Construction of the new 230,000-volt electric transmission line will ensure greater reliability of their electrical system and provide for future growth.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Approve the Aerial Utility Line Easement granting APS an aerial easement above a portion of the City Parcel approximately located at the northwest corner of Van Buren Street & 143rd Avenue and authorize its execution by the City Manager following the City’s receipt of APS’s payment of $6,475. (Kimberly Romero SR/WA, Real Estate Coordinator).

## FISCAL IMPACT

APS is compensating the City $6,475 for the Aerial Utility Line Easement that is to be granted. Upon receipt of the funds, the easement will be signed and recorded. Immediately after recording, a copy of the recorded easement will be emailed to the APS representative, and the original easement mailed to APS. It is the sole responsibility of APS to install, operate and maintain their facility at no cost to the City.

## BACKGROUND AND PREVIOUS ACTIONS

The City Parcel is currently used for Goodyear's Fire Station 181 (the "FS-181"). After consultation with city staff, including the Deputy City Managers, Deputy Director of Development Engineering, City Traffic Engineer, Fire Chief, CIP Manager, City Real Estate Staff, City Legal Staff, APS's project manager and other APS staff, the City and APS agreed on a solution that limited the impact of the APS easement on the City's use of the City Parcel for FS-181. The solution included the electrical transmission lines, and any appurtenances thereto, installed by APS shall not interfere with any traffic signal equipment on or adjacent to the City Parcel or the operation and maintenance of the traffic signals at the intersection of Van Buren Street and 143rd Avenue. Any equipment installed pursuant to the Aerial Utility Line Easement that interferes with the City's operation of traffic signals at the intersection of Van Buren Street and 143rd Avenue or any traffic signal equipment on or adjacent to the City Parcel or that interferes with the installation, operation, maintenance, repair and replacement of any facilities constructed within the easement premises pursuant to any public utility easement shall be removed or relocated at APS's expense, so as not to interfere with the traffic signals or any associated equipment or with any other utilities located within the easement premises pursuant to a public utility easement. APS shall not install any equipment, poles, or appurtenances within the easement premises.

All electrical transmission lines transmitting electricity of 69kV or less over the easement premises shall be located a minimum of twenty feet (20') above any traffic signal equipment owned by the City, measured from the tallest point of the City's traffic signal equipment to the lowest point of the Electrical Transmission Lines. Any Electrical Transmission Lines transmitting electricity in excess of 69kV over the Easement Premises shall be located a minimum of fifty feet (50') above any traffic signal equipment owned by the City, measured from the tallest point of the City's traffic signal equipment to the lowest point of the electrical transmission lines.

In order to allow the normal operation of FS-181, APS agreed that any installation, maintenance, repair, or replacement of the electrical transmission lines over the easement premises shall be done without street closures that prevent traffic flow on either 143rd Avenue or Van Buren Street.

It is the sole responsibility of APS to install, operate and maintain their facility at no cost to the City.

**STAFF ANALYSIS**

Staff is recommending granting of the Aerial Utility Line Easement to APS over a portion of the City Parcel. The granting of the easement will not conflict with the operations of FS-181 or the operations and needs with regards to the City Parcel. Additionally, because of the location of the easement, there is no impact on the land value of the City Parcel. The grant of this easement will facilitate the installation of the APS overhead electric lines, at its sole cost and expense.

---

**Attachments**

Aerial Utility Easement w/exhibits

Aerial View

When recorded return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395
QS-058D

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

SW SEC 4 1N, 1W
33.450105,-
112.367000
500-10-718C
WE014836
CDJ/MJB

# AERIAL UTILITY LINE EASEMENT

**THE CITY OF GOODYEAR, an Arizona municipal corporation**, (hereinafter called "Grantor"), is the owner of real property located in Maricopa County, Arizona described in Exhibit "A", attached hereto and incorporated herein (hereinafter called "Grantor's Property").

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, **an Arizona corporation**, (hereinafter called "Grantee") a non-exclusive Aerial Utility Line Easement over the real property described in Exhibit "B", attached hereto and incorporated herein, (the "Easement Premises") for the purposes described herein and subject to the terms and conditions set forth herein.

This Aerial Utility Line Easement shall be a permanent easement for use solely by Grantee for the installation, operation, maintenance, and repair of overhead high voltage electrical transmission lines owned and operated by Grantee as needed to transmit electricity by Grantee over the Easement Premises (the "Electrical Transmission Lines"). The Electrical Transmission Lines shall be installed above the Easement Premises. Grantee is expressly prohibited from permitting others to use the Easement Premises for any facilities jointly with or separately from the Grantee for their purposes.

This Aerial Utility Easement does not give Grantee any exclusive rights or priority in favor of Grantee. Grantee acknowledges that this Aerial Utility Line Easement is subordinate to the City's rights to install, construct, operate, use,

maintain, repair, and replace utilities and other improvements, including but not limited to traffic signals and associated equipment, within the Easement Premises and to issue permits to third parties to install, construct, operate, use, maintain, repair, and replace utilities or other improvements within the Easement Premises. Grantor retains such prior rights to operate and issue permits within the Easement Premises and Grantor shall not require any approvals, permits or other such permission from Grantee to exercise such prior rights. This Aerial Utility Easement granted herein is also subordinate and subject to all existing easements, rights-of-way, encumbrances, liens, covenants, conditions, use restrictions, reservations in deeds, and other matters as may appear of record as they apply to Grantor's Property, including the Easement Premises, which includes, but is not limited to those documents identified in the Owner's Policy of Title Insurance, attached hereto as Exhibit "C" and incorporated herein by this reference. If the Electrical Transmission Lines conflict with any of the rights in any of the foregoing, Grantee shall, at Grantee's sole cost and expense, relocate the Electrical Transmission Lines as needed to eliminate such conflict. Additionally, Grantor reserves the right to use and occupy the Easement Premises for any additional purposes consistent with the rights and privileges granted herein, and which do not endanger any of Grantee's Electrical Transmission Lines.

The Electrical Transmission Lines, or any appurtenances thereto, installed by Grantee shall not interfere with any traffic signal equipment on or adjacent to Grantor's Property or the operation and maintenance of the traffic signals at the intersection of Van Buren Street and 143rd Avenue. Any equipment installed pursuant to this Aerial Utility Line Easement that interferes with Grantor's operation of traffic signals at the intersection of Van Buren Street and 143rd Avenue or any traffic signal equipment on or adjacent to Grantor's Property or that interferes with the installation, operation, maintenance, repair and replacement of any facilities constructed within the Easement Premises pursuant to any public utility easement shall be removed or relocated at Grantee's expense so as not to interfere with the traffic signals or any associated equipment or with any other utilities located within the Easement Premises pursuant to a public utility easement. Grantee shall not install any equipment, poles, or appurtenances within the Easement Premises.

All Electrical Transmission Lines transmitting electricity of 69kV or less over the Easement Premises shall be located a minimum of twenty feet (20') above any traffic signal equipment owned by Grantor, measured from the tallest point of Grantor's traffic signal equipment to the lowest point of the Electrical Transmission Lines. Any Electrical Transmission Lines transmitting electricity in excess of 69kV over the Easement Premises shall be located a minimum of fifty feet (50') above any traffic signal equipment owned by Grantor, measured from the tallest point of Grantor's traffic signal equipment to the lowest point of the Electrical Transmission Lines.

In order to allow normal operation of the fire station located on 143rd Avenue, commonly referred to as Fire Station 181, Grantee acknowledges that any installation, maintenance, repair, or replacement of the Electrical Transmission Lines over the Easement Premises shall be done without street closures that prevent traffic flow on

either 143rd Avenue or Van Buren Street.

By accepting and utilizing this easement, Grantee agrees that following any installation, maintenance, repair, or other work by Grantee within the Easement Premises, any affected area will be restored by Grantee to as close to original condition as is reasonably practicable and as approved by Grantor, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the fullest extent allowed by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, operation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The Aerial Utility Line Easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the Aerial Utility Line Easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns, and lessees of Grantor and Grantee.

The page numbering of this document is exclusive of the Exhibits attached hereto.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, **THE CITY OF GOODYEAR, an Arizona municipal corporation** has caused this Aerial Utility Line Easement to be executed by its duly authorized representative, this____day of_____, 2024

**THE CITY OF GOODYEAR,**
**an Arizona municipal corporation**

BY:_____

Name: Wynette Reed
Its: City Manager

STATE OF ARIZONA }
} ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this____day of_____, 2024 by Wynette Reed, the City Manager for **THE CITY OF GOODYEAR, an Arizona municipal corporation**.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

_____
Notary Public

*Exhibits on the Following Pages*

**EXHIBIT ‘A’**

**Grantor’s Property Legal Description**

*[On the Following Pages]*

# EXHIBIT "A"

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**
**as recorded at Recording No. 2021-1016682 at Maricopa County Recorder's Office, Maricopa, County, Arizona.**

"LOT 1, AIRPORT GATEWAY AT GOODYEAR" AS SHOWN ON THE REPLAT RECORDED IN BOOK 1618, PAGE 40, MARICOPA COUNTY RECORDS TOGETHER WITH LOT 1 OF "ADOT PARCEL NO. 500-10-800" AS SHOWN ON THE MINOR LAND DIVISION MAP RECORDED:

IN BOOK 1617, PAGE 19, MARICOPA COUNTY RECORDS, LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

**EXHIBIT ‘B’**

**Easement Premises Legal Description**

*[On the Following Pages]*

December 19, 2022

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
RIGHT-OF-WAY EASEMENT
CITY OF GOODYEAR

That part of the Southwest Quarter of Section 4, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the 3 inch Maricopa County Department of Transportation Brass Cap marking the South Quarter Corner of said Section 4, from which the Maricopa County Highway Department Brass Cap in Handhole marking the Southeast Corner of said Section 4 bears South 89°16'14" East (Basis of Bearing), a distance of 2,628.40 feet;

Thence North 00°39'42" East, along the East line of the Southwest Quarter of said Section 4, a distance of 88.01 feet;

Thence North 89°20'18" West, departing said East line, a distance of 24.68 feet to a point on the Westerly Right-of-Way line of 143rd Avenue, said point also being the Easternmost Southerly corner of that certain parcel of land referred to as Lot 1 and shown on Minor Land Division of Goodyear Fire Station 181, recorded in Book 1618 of Maps, Page 48, Maricopa County Records and the True Point of Beginning;

Thence South 45°41'48" West, along said Right-of-Way and parcel line, a distance of 46.64 feet to the Southernmost Easterly corner of said Lot 1, said point also lies on the Northerly Right-of-Way line of Van Buren Street, being parallel with and 55.00 feet North of the South line of the Southwest Quarter of said Section 4;

Thence North 89°16'24" West, along said parallel line, a distance of 3.00 feet to the Southwest Corner of said Lot 1;

Thence North 00°43'36" East, departing said parallel line and along the Westerly line of said Lot 1, a distance of 41.16 feet;

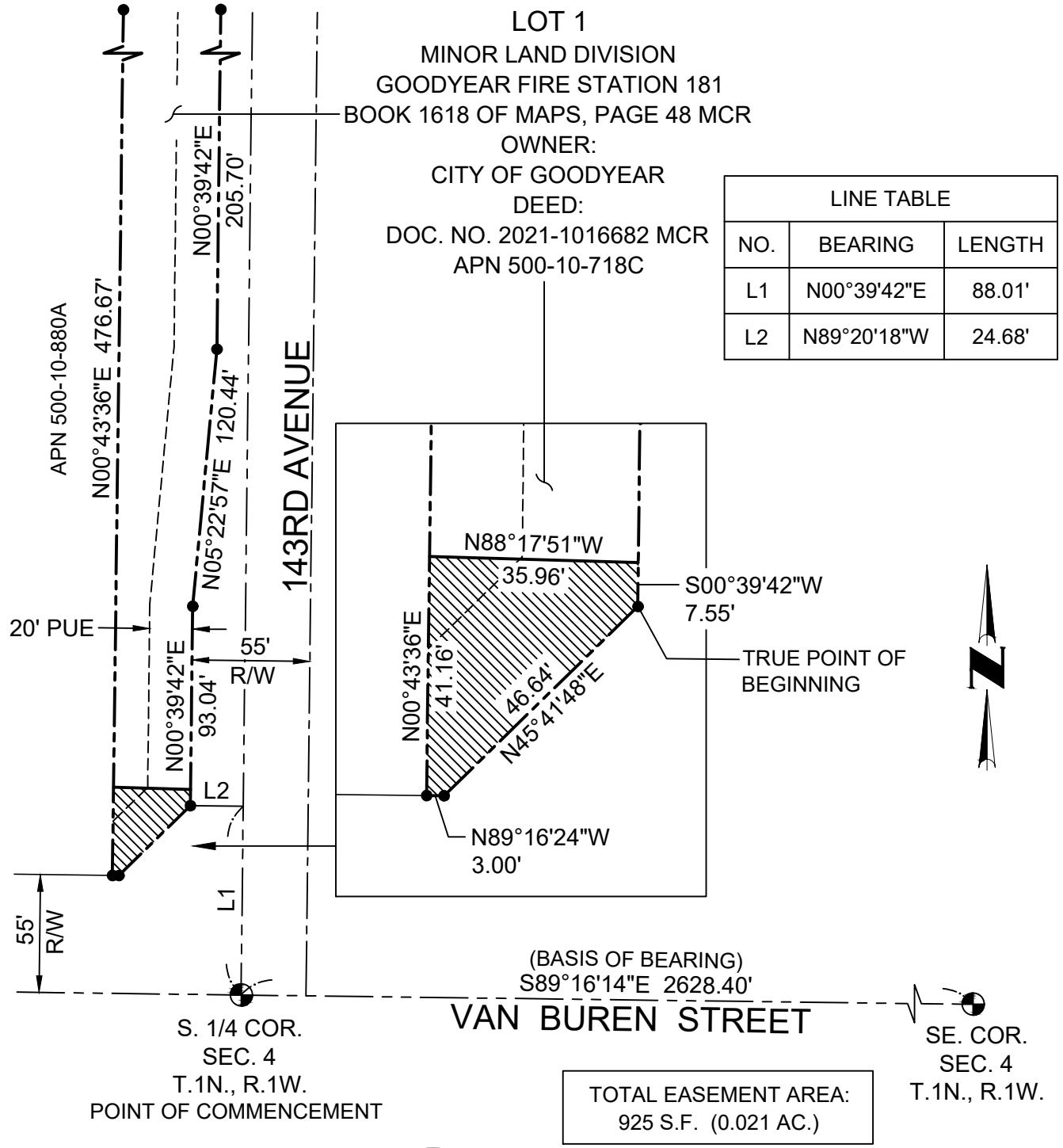
Thence South 88°17'51" East, departing said Westerly line, a distance of 35.96 feet to a point on the Easterly line of said Lot 1, being parallel with and 55.00 feet West of the East line of the Southwest Quarter of said Section 4;

Thence South 00°39'42" West, along said parallel line, a distance of 7.55 feet to the True Point of Beginning.

Containing 925 Square Feet or 0.021 Acres, more or less.



-ALL BEARINGS ARE NAD 1983, STATE PLANE GRID, ARIZONA CENTRAL ZONE (0202)
- ALL DISTANCES ARE GROUND DISTANCES




| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N00°39'42"E | 88.01' |
| L2 | N89°20'18"W | 24.68' |

TOTAL EASEMENT AREA:
925 S.F. (0.021 AC.)

LEGEND

- EASEMENT AREA
- PROPERTY LINE
- SECTION LINE
- CENTERLINE
- PROPERTY CORNER
- SECTION CORNER
- MCR — MARICOPA COUNTY RECORDER

Registered Land Surveyor
CERTIFICATE No.
33851
RICHARD G. ALCOCER
Date Signed: 12/19/22
ARIZONA, U.S.A.

| aps | EXHIBIT "B" |
|---|---|
| JOB # WE014836 | DATE: 12/19/22 |
| SW1/4 SEC 4 | T 1N R 1W |
| SCALE: N.T.S. | INDEX: |
| R/W: D. SCHLIEF | |
| SURVEY: RINDA-HUTTON | |
| DRAWN BY: J. KITCHEN | SHEET 1 OF 1 |

N:\01\0264901\Cadd\WE014836 - THREE RIVERS\VX.EXHIBIT 500-10-718C.dwg

**EXHIBIT 'C'**

**Owner's Policy of Title Insurance**

*[On the Following Pages]*

# SCHEDULE A

## *First American Title Insurance Company*

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016

File No.: **NCS-889732-PHX1** Policy No.: **889732**

Amount of Insurance: $108,500.00

Date of Policy: May 22, 2019 to and include Recording No. 20190376539

1. Name of Insured:

   City of Goodyear, Arizona, an Arizona municipal corporation

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   City of Goodyear, Arizona, an Arizona municipal corporation

4. The Land referred to in this policy is described as follows:

   See Exhibit "A" attached hereto and made a part hereof.

# SCHEDULE B

File No. **NCS-889732-PHX1** Policy No. **889732**

## EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**Part One:**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien, or right to a lien for services, labor or material not shown by the public records.

**Part Two:**

1. Taxes for the full year of 2019.
(The first half is due October 1, 2019 and is delinquent November 1, 2019. The second half is due March 1, 2020 and is delinquent May 1, 2020 .)

2. Any charge upon said land by reason of its inclusion in McMicken Irrigation District. (All assessments due and payable are paid.)

3. Any charge upon said land by reason of its inclusion in Roosevelt Irrigation District. (All assessments due and payable are paid.)

4. Right-of-Way for canals, laterals, ditches and construction, maintenance and operation of same, as disclosed in document recorded as Book 220 of Deeds, Page 392.

5. An easement for telephone, telegraph and incidental purposes in the document recorded as Book 82 of Miscellaneous, Page 559.

6. The terms and provisions contained in the document entitled "Airport Gateway at Goodyear Development Agreement" recorded October 16, 2007 as 2007-1126015 of Official Records.

   First Amendment recorded May 21, 2008 as 2008-0450211 of Official Records.

7. The terms and provisions contained in the document entitled "Declaration of Covenants and Use Restrictions" recorded October 16, 2007 as 2007-1127441 of Official Records.

   Thereafter Amendment To Declarations And Use Restriction, Landscaping And Drainage Agreement recorded May 22, 2019 as 20190376538 of Official Records.

8. The terms and provisions contained in the document entitled "Agreement of Covenants and Use Restrictions" recorded October 19, 2007 as 2007-1138840 of Official Records.

9. All matters as set forth in Results of Survey, recorded as Book 954 of Surveys, Page 17.

10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Airport Gateway at Goodyear, as recorded in Plat Book 1011 of Maps, Page(s) 44 and Certificate of Correction recorded as 2009-0635373 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Declaration of Covenants, Conditions and Restrictions recorded in 2008-1046387 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. The terms and provisions contained in the document entitled "Property Declaration" recorded June 07, 2010 as 2010-0483060 of Official Records.

    Thereafter Amendment To Declarations And Use Restriction, Landscaping And Drainage Agreement recorded May 22, 2019 as 20190376538 of Official Records.

13. The terms and provisions contained in the document entitled "Property Declaration" recorded June 07, 2010 as 2010-0483061 of Official Records.

    Thereafter Amendment To Declarations And Use Restriction, Landscaping And Drainage Agreement recorded May 22, 2019 as 20190376538 of Official Records.

14. Water rights, claims or title to water, whether or not shown by the public records.

AERIAL VIEW


W CELEBRATE LIFE WAY
500-10-897
500-10-718C
500-10-718S
N 143Rd Ave
500-10-880A
500-10-880A




Approximate Location of aerial easement

ITEM #: 7.
DATE: 06/24/2024
AI #:2116

# CITY COUNCIL ACTION REPORT

**SUBJECT: DEDICATION OF RIGHT-OF-WAY FOR ADDITIONAL PARKING ALONG N. CIVIC SQUARE AND PARTIAL TERMINATION OF AN EXISTING SIDEWALK EASEMENT LOCATED WITHIN RIGHT-OF-WAY BEING DEDICATED**

**STAFF PRESENTER(S):** Colton Blyle, Real Estate Specialist

## SUMMARY

Dedication of right-of-way for additional parking along N. Civic Square and partial termination of an existing sidewalk easement. To allow for the relocation of a sidewalk located within the right-of-way being dedicated to the City which are needed to support the development of a medical office building on the parcel immediately to the south of City Hall.

## STRATEGIC PLAN ALIGNMENT

Quality of Life

## RECOMMENDATION

Accept the dedication of the Right-of-Way from Globe Land Investors LLC, approve the Partial Termination and Release of Easement, and authorize the execution of both documents by the City Manager. (Colton Blyle, Real Estate Specialist)

## FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2024 or future years related to the issuance of these instruments.

## BACKGROUND AND PREVIOUS ACTIONS

Globe Land Investors LLC, owner of the parcel immediately to the south of City Hall (parcel 501-73-982) is constructing a Medical Office Building on the property. The development plans call for the development of on-street parking in the front of the Medical Office Building similar to that in the front of City Hall and the library. The development plan requires the dedication of additional right-of-way, which is being conveyed by the Special Warranty Deed attached hereto, the termination of the portion of the sidewalk easement located within the new right-of-way and the dedication of a new sidewalk easement to allow for the construction of a

sidewalk around the new right-of-way to provide a continuous sidewalk.  Globe Land Investors LLC has, by separate instrument, dedicated the sidewalk easement needed for the relocated sidewalk, which, pursuant to authority granted the City Manager, has been accepted on behalf of the City.

**STAFF ANALYSIS**

Engineering staff has approved the plans for the modification to allow for parking in front of the Medical Office Building that is being constructed and has approved the legal descriptions for the right-of-way being conveyed and the portions of the existing sidewalks being granted. Accordingly, staff is recommending that Council accept the dedication of the Right-of-Way from Globe Land Investors LLC, approve the Partial Termination and Release of Easement, and authorize the city manager to execute both.

---

**Attachments**

Special Warranty Deed

Partial Termination and Release of Easement

When recorded return to:

City of Goodyear
City Clerk / CB
1900 N. Civic Square
Goodyear, Arizona 85395
QS-047C

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GLOBE LAND INVESTORS, 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, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2024.

*Signatures, Acknowledgements and Exhibits on Following Pages*

**GRANTOR**:
**GLOBE LAND INVESTORS, LLC, a Delaware limited liability company**

By: Globe Corporation, an Illinois corporation
Its: Manager

By: __ _____
George F. Getz
Its: President

State of Arizona )
)ss.
County of Maricopa )

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____day of _____, 2024 by George F. Getz, the President of Globe Corporation, an Illinois corporation, the manager of Globe Land Investors, LLC, a Delaware limited liability company on behalf of said entity.

_____
Notary Public

**GRANTEE**:

ACCEPTED by the CITY OF GOODYEAR, an Arizona municipal corporation, the _____day of_____, 2024.

By: _____
Wynette Reed
Its: City Manager

State of Arizona )
)ss.
County of Maricopa )

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2024 by Wynette Read, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

*Exhibit(s) on Following Page(s)*

# EXHIBIT "A"

# LEGAL DESCRIPTION
## Right-of-Way

## GOODYEAR CIVIC SQUARE - ROW DEDICATION

### LEGAL DESCRIPTION

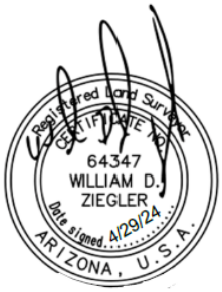
*The land referred to herein below is situated in a portion of the Southwest quarter of Section 32, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and is described as follows:*

*A portion of Lot 1B, according to the Final Plat of Goodyear Civic Square Lot 1 and 2, recorded as Book 1789, Page 9, of Maricopa County Records, and is more particularly described as follows:*

*COMMENCING at a 3-inch City of Goodyear brass cap stamped "2008 / RLS #27239", marking the South quarter corner of said Section 32, whence a 3-inch City of Goodyear brass cap with no identifier stamping, marking the Southwest corner of said Section 32 bears North 89°27'58" West, a distance of 2,619.63 feet;*
*THENCE North 89°27'58" West, along the South boundary line of the Southwest quarter of said Section 32, a distance of 124.09 feet to a point;*
*THENCE departing said South boundary line North 00°32'02" East, a distance of 495.51 feet to a point along the Easterly boundary line of said Lot 1B, making the beginning of a non-tangent curve concave to the Southeast, having a radius of 2.49 feet, a chord bearing South 89°39'54" West, and a chord length of 4.60 feet, also marking the POINT OF BEGINNING;*

*THENCE departing said Easterly boundary line and along said non-tangent curve concave to the Southeast, an arc distance of 5.88 feet to a point;*
*THENCE South 22°04'54" West, a distance of 11.13 feet to a point;*
*THENCE North 67°55'06" West, a distance of 9.71 feet to a point;*
*THENCE North 22°55'15" West, a distance of 89.51 feet to a point;*
*THENCE North 22°04'54" East, a distance of 24.96 feet to a point marking the beginning of a tangent curve concave to the Southwest, having a radius of 4.49 feet, a chord bearing North 00°18'25" West, and a chord length of 3.46 feet;*
*THENCE along said tangent curve concave to the Southwest, and arc distance of 3.55 feet to a point along the Easterly boundary line of said Lot 1B;*
*THENCE South 22°55'15" East along said Easterly boundary line, a distance of 111.12 feet to the POINT OF BEGINNING;*

*Comprising of 1,920.598 square feet or 0.0441 acres more or less.*

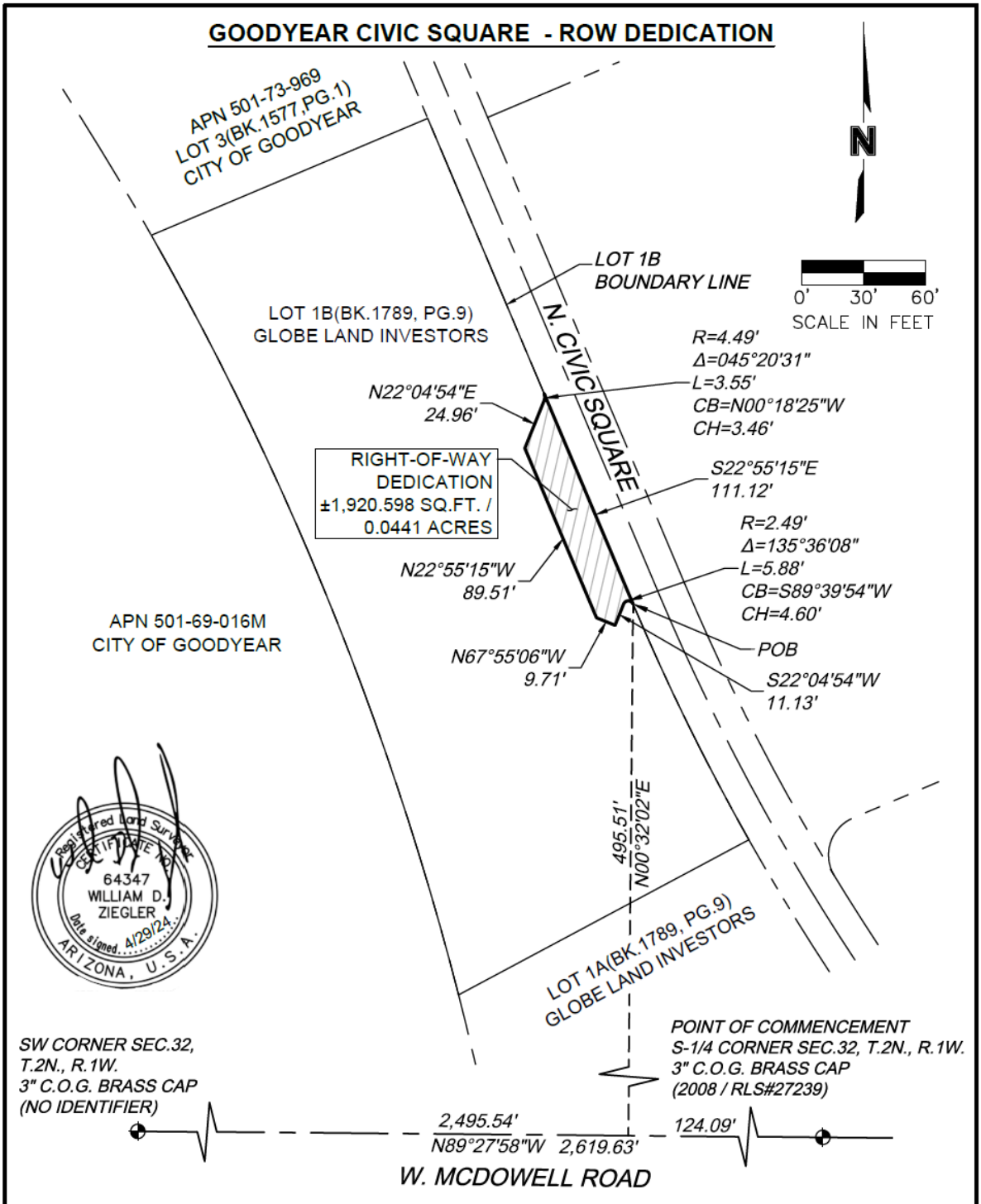



*On behalf of Olsson,*

*William D. Ziegler*
*Professional Land Surveyor*
*Arizona R.L.S. Number: 64347*

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 022-01627<br>DRAWN BY: W.ZIEGLER<br>DATE: 4/29/2024 | ROW DEDICATION<br>LEGAL DESCRIPTION | olsson | 7878 N. 16th Street<br>Suite 105<br>Phoenix, AZ 85020-5282<br>TEL 602.748.1000 | EXHIBIT "A"<br>1 of 2 |

# GOODYEAR CIVIC SQUARE - ROW DEDICATION




| | | | |
|---|---|---|---|
| PROJECT NO: 022-01627<br>DRAWN BY: W.ZIEGLER<br>DATE: 4-29-2024 | ROW DEDICATION EXHIBIT | olsson<br>7878 N. 16th Street<br>Suite 105<br>Phoenix, AZ 85020-5282<br>TEL 602.748.1000 | EXHIBIT "A"<br>2 of 2 |

When Recorded Mail to:

City of Goodyear
City Clerk / CB
1900 N. Civic Square
Goodyear, Arizona 85395
QS-047C

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

**PARTIAL TERMINATION AND RELEASE OF EASEMENT**

THIS PARTIAL TERMINATION AND RELEASE OF EASEMENT is executed this ____ day of_____, 2024 by the CITY OF GOODYEAR, an Arizona municipal corporation (the "City").

**RECITALS**

A. The City is the beneficiary of sidewalk easements dedicated to the City by that certain document titled Final Plat of Goodyear Civic Square Parcel "A" at Estrella Falls recorded in the official records of Maricopa County on March 5, 2021, at Book 1577 Page 1 (Instrument Number 2021-0249393) and rededicated in Final Plat of Goodyear Civic Square Lot 1 and 2 recorded in the official records of Maricopa County on March 13, 2024, as Instrument Number 2024-0129377 (collectively, the "GSQ Parcel A Final Plat").

B. The City has been asked to terminate the sidewalk easement dedicated to the City in the GSQ Parcel A Final Plat over the property legally described and depicted on Exhibit "A" attached hereto ("Easement Termination Area").

C. The property over which the Easement Termination Area is located is being developed.

D. The property owner's development plans call for the termination of the easement over the Easement Termination Area, the removal of the existing sidewalk constructed within the Easement Termination Area, and the construction of a new sidewalk within a sidewalk easement being provided to the City.

E. The property Owner has conveyed a replacement sidewalk easement for the area in which the new sidewalk will be constructed.

F. 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

G. Having been provided a replacement easement for the new of the sidewalk, the Existing Sidewalk Easement over the Easement Termination Area, is no longer needed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases and terminates its rights, title, interest and benefits in and to the sidewalk easement dedicated to the City in the GSQ Parcel A Final Plat (described above") in the property legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Termination Area"). Except for the sidewalk easement over the Easement Termination Area, the sidewalk easements dedicated to the City in the GSQ Parcel A Final Plat over all other areas within the GSQ Parcel A Final Plat shall remain full force.

This Partial Termination and Release of Easement is not intended to, nor does it, release any interest the City may have in the property described in Exhibit A, attached hereto and incorporated herein by this reference, that arises by virtue of any other dedication or conveyance instrument recorded in the Official Records of the Maricopa County Recorder.

Dated this ____ day of _____ 2024.

CITY OF GOODYEAR

By:_____
Wynette Reed
Its: City Manager

State of Arizona )
)ss.
County of Maricopa )

The foregoing instrument (Partial Termination and Release of Easement) was acknowledged before me this _____ day of _____, 2024 by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

*Exhibits on Following Pages*

**EXHIBIT "A"**
**LEGAL DESCRIPTION**
**Terminated Area**

## ABANDONMENT 8.00 FOOT WIDE SIDEWALK EASEMENT(SWE)

### LEGAL DESCRIPTION

*The land referred to herein below is situated in a portion of the Southwest quarter of Section 32, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and is described as follows:*

*An abandonment of a portion of an 8.00 foot wide Sidewalk Easement as shown upon the Final Plat of Goodyear Civic Square Lot 1 and 2, recorded as Book 1789, Page 9, of Maricopa County Records, and is more particularly described as follows:*

*COMMENCING at a 3-inch City of Goodyear brass cap stamped "2008 / RLS #27239", marking the South quarter corner of said Section 32, whence a 3-inch City of Goodyear brass cap with no identifier stamping, marking the Southwest corner of said Section 32 bears North 89°27'58" West, a distance of 2,619.63 feet;*
*THENCE North 89°27'58" West, along the South boundary line of the Southwest quarter of said Section 32, a distance of 134.54 feet to a point;*
*THENCE departing said South boundary line North 00°32'02" East, a distance of 484.41 feet to a point along the Westerly boundary line of the aforementioned 8.00 foot wide Sidewalk Easement, marking the beginning of a non-tangent curve concave to the Northeast, having a radius of 1,127.50 feet, a chord bearing North 23°03'07" West, and a chord length of 5.16 feet, also marking the POINT OF BEGINNING;*

*THENCE along said non-tangent curve concave to the Northeast and along said Westerly boundary line, an arc distance of 5.16 feet to a point;*
*THENCE North 22°55'15" West continuing along said Westerly boundary line, a distance of 196.82 feet to a point;*
*THENCE departing said Westerly boundary line North 67°04'45" East, a distance of 8.00 feet to a point along the Easterly boundary line of said Sidewalk Easement;*
*THENCE South 22°55'15" East along said Easterly boundary line, a distance of 196.82 feet to a point marking the beginning of a tangent curve concave to the Northeast, having a radius of 1,119.50 feet, a chord bearing South 23°03'11" East, and a chord length of 5.16 feet;*
*THENCE along said tangent curve concave to the Northeast, an arc distance of 5.16 feet to a point;*
*THENCE departing said Easterly boundary line South 67°04'45" West, a distance of 8.03 feet to the POINT OF BEGINNING;*

*Comprising of 1,615.892 square feet or 0.0371 acres more or less.*

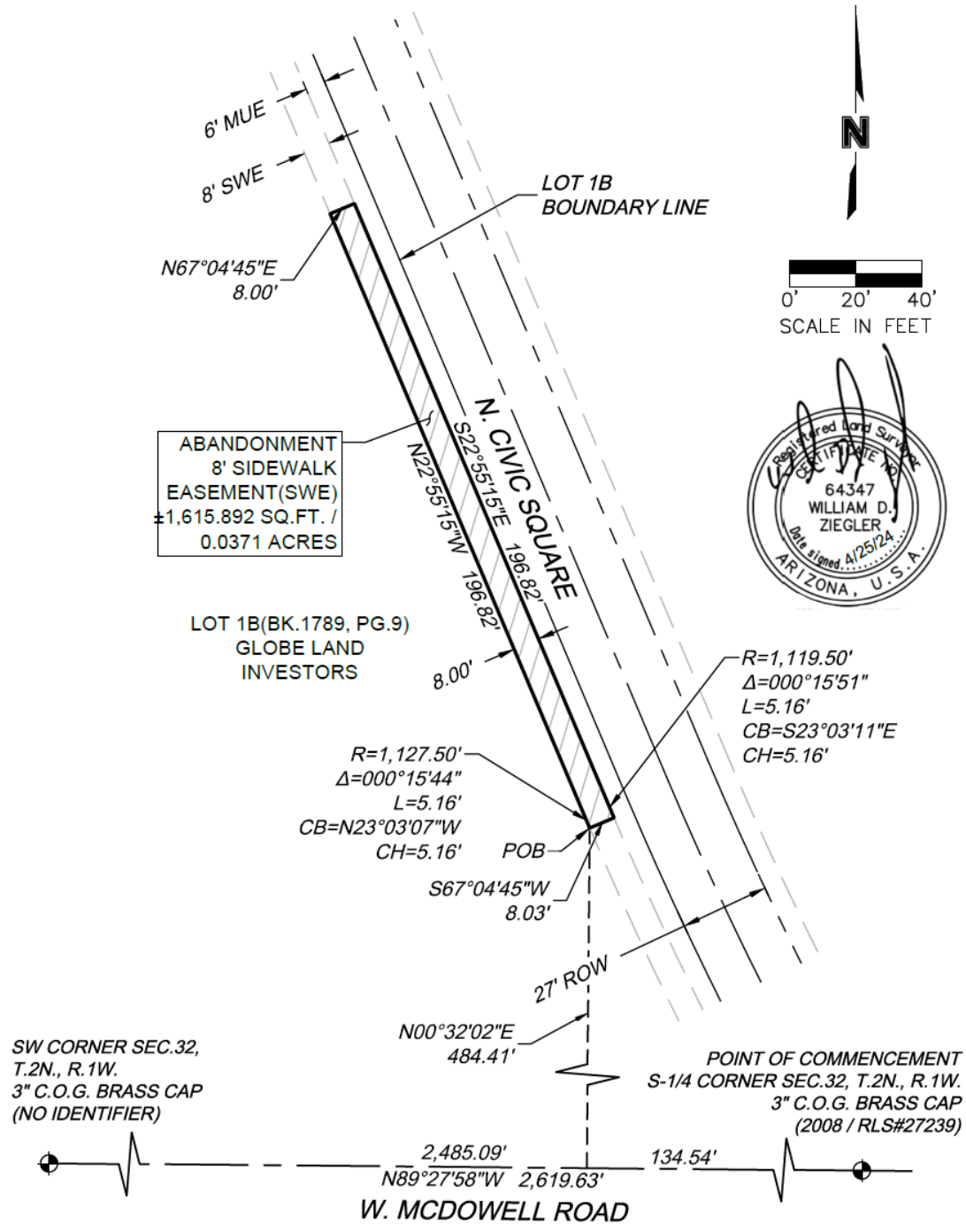



*On behalf of Olsson,*

*William D. Ziegler*
*Professional Land Surveyor*
*Arizona R.L.S. Number: 64347*

| | | | |
|---|---|---|---|
| PROJECT NO: 022-01627<br>DRAWN BY: W.ZIEGLER<br>DATE: 4-25-2024 | LEGAL DESCRIPTION<br>ABANDONMENT 8.00 FOOT<br>SIDEWALK EASEMENT(SWE) | olsson<br>7878 N. 16th Street<br>Suite 105<br>Phoenix, AZ 85020-5282<br>TEL 602.748.1000 | EXHIBIT "A"<br>1 of 2 |

## ABANDONMENT 8.00 FOOT WIDE SIDEWALK EASEMENT(SWE)




| | | | |
|---|---|---|---|
| PROJECT NO: 022-01627<br>DRAWN BY: W.ZIEGLER<br>DATE: 4-25-2024 | MAP EXHIBIT<br>ABANDONMENT 8.00 FOOT<br>SIDEWALK EASEMENT(SWE) | olsson<br>7878 N. 16th Street<br>Suite 105<br>Phoenix, AZ 85020-5282<br>TEL 602.748.1000 | EXHIBIT "A"<br>2 of 2 |

ITEM #: 8.
DATE: 06/24/2024
AI #:2117

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **EL CIDRO - 175TH AVE AND ELWOOD ST – ABANDONMENT**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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**OTHER PRESENTER(S):**

CVL Consultants

**SUMMARY**

An abandonment of right-of-way for a section of S. 175th Avenue and W. Elwood Street located at the former alignment of S. 175th Avenue and W. Elwood Street (formerly Dunlap).

**STRATEGIC PLAN ALIGNMENT**




**RECOMMENDATION**

1. ADOPT RESOLUTION NO. 2024-2414 DECLARING SECTIONS OF 175th AVENUE AND ELWOOD STREET UNNECESSARY FOR PUBLIC ROADWAY AND EXTINGUISHING THE RIGHT OF WAY EASEMENT GRANTING THE CITY THE UNNECESSARY PUBLIC ROADWAY; PROVIDING FOR THE RECORDATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE EASEMENT EXTINGUISHMENT AND THE RESOLUTION.

2. ADOPT RESOLUTION NO. 2024-2415 DECLARING SECTIONS OF 175th AVENUE AND ELWOOD STREET UNNECESSARY FOR PUBLIC ROADWAY AND VACATING THE ROADWAY; PROVIDING FOR THE RECORDATION OF THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE ABANDONMENT AND THE RESOLUTION.(Marty Crossland, Deputy Director of Development Engineering).

**FISCAL IMPACT**

There is no direct fiscal impact on the City from the abandonment of the right of way. However, the City will no longer be responsible for maintenance of the property or liable for claims of injury or property damage on the property.

## BACKGROUND AND PREVIOUS ACTIONS

The Preliminary Plat for El Cidro Parcels 1-5 was approved by the City Council on February 26, 2016. City Council has approved a number of final plats for portions of the property included within the preliminary plat. The preliminary plat contemplated the abandonment of the right-of-way that was previously conveyed to the City and the extinguishment of the right-of-way easement that was previously granted to the City.

## STAFF ANALYSIS

The Mayor and Council have the authority to determine and find that a public roadway or portion thereof is unnecessary for public use and to vacate and abandon right-of-way conveyed for such public roadway and to vacate and extinguish right-of-way easement dedicated for such public roadway. City engineering staff has determined that right-of-way easement dedicated to the City in 1987 that will be extinguished by Resolution 2024-2414 and the right-of-way that was conveyed and that will be vacated and abandoned by Resolution 2024-2415 is unnecessary for public use as a roadway. The Preliminary Plat for El Cidro Parcels 1-5 contemplated the abandonment of the right-of-way that was previously conveyed to the City and the extinguishment of the right-of-way easement that was previously granted to the City. For the foregoing reasons, staff recommends the adoption of Resolution 2024-2414 and Resolution 2024-2415.

---

**Attachments**

Resolution 2024-2414

Resolution 2024-2415

**RESOLUTION NO. 2024-2414**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING SECTIONS OF 175th AVENUE AND ELWOOD STREET UNNECESSARY FOR PUBLIC ROADWAY AND EXTINGUISHING THE RIGHT OF WAY EASEMENT GRANTING THE CITY THE UNNECESSARY PUBLIC ROADWAY; PROVIDING FOR THE RECORDATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE EASEMENT EXTINGUISHMENT AND THE RESOLUTION.

WHEREAS, in 1987 AMCOR Investments, a California corporation conveyed to the City of Goodyear a Right-of-Way Easement recorded in the official records of the Maricopa County, Arizona Recorder as Instrument No. 1987 0193620 for a section of property located at the intersection of what was to be developed as South 175th Avenue and W. Elwood Street (formerly Dunlap) (the "Right-of-Way Easement"); and;

WHEREAS, under the terms of the Right-of-way Easement, the Right-of-Way Easement is to terminate is to terminate upon a resolution by the City of Goodyear that it is no longer needed: and

WHEREAS, the city received an application to abandon the Right of Way Easement recorded in the official records of the Maricopa County, Arizona Recorder as Instrument No. 1987 0193620, a copy of which is attached hereto and incorporated herein as Exhibit "A" (the "Abandonment Area"); and

WHEREAS, the Abandonment Area has not been used as a public right-of-way, and no street improvements have been constructed within the Abandonment Area; and

WHEREAS, City engineering staff has confirmed that the Abandonment Area is not needed for public right-of-way; and

WHEREAS, Owner provided the city received utility clearances confirming there are no existing public utilities within the Abandonment Area; and

WHEREAS, pursuant to A.R.S. § 28-7202, the Mayor and Council of the City of Goodyear are vested with the power to determine and find that a public roadway or portion thereof is unnecessary for public use as a roadway; and

WHEREAS, the Mayor and Council of the City of Goodyear find and determine that the portion of S. 175th Avenue and W. Elwood Street alignments described in the Right-of-Way Easement attached hereto and incorporated herein by this Resolution as Exhibit "A" is unnecessary for public roadway purposes; and

WHEREAS, pursuant to A.R.S. § 28-7213, the Mayor and Council of the City of Goodyear are vested with the power to extinguish right-of-way easements by resolution.

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

SECTION 1. The Mayor and Council of the City of Goodyear find and determine that the portion of the S. 175th Avenue alignment and the W. Elwood Street alignment, as more particularly described in the Right-of-Way Easement attached hereto and incorporated herein as Exhibit "A" is unnecessary for public roadway purposes and is hereby vacated pursuant to A.R.S. § 28-7205 and the Right of Way Easement attached hereto as Exhibit "A" granting the city an easement for such public right-of-way extinguished.

SECTION 2. The public roadway shall be vacated and the Right of Way Easement attached hereto as Exhibit A extinguished as provided for in Section 1, and the vacation of the public roadway and extinguishment of the Right of Way Easement shall become effective upon the recordation of this Resolution 2024-2414 and Exhibit A attached hereto with the office of the County Recorder for Maricopa County, Arizona.

SECTION 4. The City Clerk shall record this Resolution 2024-2014 and Exhibit A attached hereto with the office of the County Recorder for Maricopa County, Arizona within ten (10) days of the effective date of this Resolution.

SECTION 2. Resolution 2024-2041 shall be effective upon the date of its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

19870193620_2 Unofficial Document

Exhibit "A"

When recorded, return to:
CITY OF GOODYEAR
119 N. LITCHFIELD RD.
GOODYEAR, ARIZONA 85338

RIGHT-OF-WAY EASEMENT

The undersigned ("Grantor") hereby grants to the City of Goodyear, an Arizona municipal corporation ("Grantee"), an easement for right-of-way purposes over the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Grantor shall not make any use of the Property that would interfere with the use of the easement granted herein. Grantee shall be solely responsible for maintenance and repair of any roadway improvements on the Property. This easement shall terminate upon the first to occur of any of the following events:

A. Extension of 175th Avenue north from the intersection of 175th Avenue and Dunlap Road;

B. Extension of Dunlap Road west from the intersection of 175th Avenue and Dunlap Road; or

C. Adoption by the Grantor of a resolution declaring that Grantor no longer needs the easement granted herein.

IN WITNESS WHEREOF, the Grantor has placed its signature on this 31st day of March, 1987.

AMCOR INVESTMENTS CORPORATION,
a California corporation

By _____
Its Assistant Secretary

STATE OF ARIZONA )
)ss
County of Maricopa )

The foregoing instrument was acknowledged to before me this 31st day of March, 1987, by Jeff Eehart, the Assistant Secretary of AMCOR INVESTMENTS CORPORATION, a California corporation, for and on behalf of the corporation.

_____
Notary Public

My Commission Expires:

My Commission Expires Sept. 2, 1988

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
MAR 31 '87 -4 55
KEITH [illegible], County Recorder
FEE 8.00 FLS 2 I.G.
3

# Baker Land Surveying

87 193620

FRED L BAKER LS

March 30, 1987
Rubbermaid
Temporary R.O.W. Easement
BLS #2813

LEGAL DESCRIPTION
OF A
PARCEL OF LAND

That portion of the Southeast quarter of Section 23, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

**BEGINNING** at the intersection of the East line of the West 135.00 feet of said Southeast quarter with the South line of the North 65.00 feet of said Southeast quarter;
**THENCE** southwesterly to the intersection of the South line of the North 135.00 feet of said Southeast quarter with the East line of the West 65.00 feet of said Southeast quarter;
**THENCE** northerly along said East line, to the South line of the North 65.00 feet of said Southeast quarter;
**THENCE** easterly along said South line to the **POINT OF BEGINNING.**

Subject to: Existing rights-of-way and easements.

Said parcel containing 2,450 square feet or 0.056 acres, more or less.

Unofficial Document

EXHIBIT "A"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
12531
FRED L.
BAKER
ARIZONA U.S.A.

4120 North 20th Street, Suite C • Phoenix, Arizona 85016 • (602) 957-8387

**RESOLUTION NO. 2024-2415**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING SECTIONS OF 175th AVENUE AND ELWOOD STREET UNNECESSARY FOR PUBLIC ROADWAY AND VACATING THE ROADWAY; PROVIDING FOR THE RECORDATION OF THE RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATES OF THE ABANDONMENT AND THE RESOLUTION.

WHEREAS, WHEREAS, in 1987 AMCOR Investments, a California corporation conveyed to the City of Goodyear by Quit Claim Deed recorded in the official records of the Maricopa County, Arizona Recorder as Instrument No. 1987 0196721 property for sections of what was to be developed as South 175th Avenue and W. Elwood Street (formerly Dunlap); and

WHEREAS, the city received an application to abandon the portion of the property conveyed for S. 175th Avenue and W. Elwood Street (formerly Dunlap) as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Abandonment Area"); and

WHEREAS, the Abandonment Area has not been used as a public right-of-way, and no street improvements have been constructed within the Abandonment Area; and

WHEREAS, City engineering staff has confirmed that the Abandonment Area is not needed for public right-of-way; and

WHEREAS, Owner provided the city received utility clearances confirming there are no existing public utilities within the Abandonment Area; and

WHEREAS, pursuant to A.R.S. § 28-7202, the Mayor and Council of the City of Goodyear are vested with the power to determine and find that a public roadway or portion thereof is unnecessary for public use as a roadway; and

WHEREAS, the Mayor and Council of the City of Goodyear find and determine that the portion of S. 175th Avenue and W. Elwood Street alignments described in Exhibit "A" is unnecessary for public roadway purposes; and

WHEREAS, the market value of the City's interest in the property legally described and depicted in Exhibit A is nominal and the City will receive consideration for the abandonment of such interests in the form of tax revenues gained by the development of the adjacent property, the elimination of the City's responsibility for such rights-of-ways and relief from potential liability for property damages, injury or death that may occur in the abandoned public roadway.

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

SECTION 1. The Mayor and Council of the City of Goodyear find and determine that the portion of the S. 175th Avenue alignment and the W. Elwood Street alignment, as more particularly described Exhibit "A" attached hereto and incorporated herein by reference is unnecessary for public roadway purposes and is hereby vacated pursuant to A.R.S. § 28-7205.

SECTION 2. The public roadway shall be vacated as provided for in Section 1 and this vacation shall become effective upon the recordation of this Resolution 2024-2415 and Exhibit A attached hereto with the office of the County Recorder for Maricopa County, Arizona.

SECTION 3. Pursuant to A.R.S. § 28-7205, title to the property being vacated and abandoned herein shall vest, subject to all existing encumbrances, liens, limitations, restrictions and estates, to the owners of record of the land abutting the property as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference as of the date this Resolution is recorded.

SECTION 4. The City Clerk shall record this Resolution 2024-2415 and Exhibit A attached hereto with the office of the County Recorder for Maricopa County, Arizona within ten (10) days of the effective date of this Resolution.

SECTION 2. Resolution 2024-2415 shall be effective upon the date of its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

June 6, 2024

EXHIBIT A
LEGAL DESCRIPTION FOR EL CIDRO
RIGHT-OF-WAY ABANDONMENT

That part 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 Cotton Picker Spindle marking the West Quarter Corner of said Section 23, from which the Maricopa County Department of Transportation Brass Cap in a hand hole marking the Southwest Corner of said Section 23 bears South 00°11'46" West, a distance of 2,636.39 feet;

Thence South 89°43'14" East, along the North line of the Southwest Quarter of said Section 23, a distance of 2,585.78 feet to the True Point of Beginning;

Thence continuing South 89°43'14" East, along said North line, a distance of 65.00 feet to the calculated Center of said Section 23;

Thence North 00°12'45" East, along the West line of the Northeast Quarter of said Section 23, a distance of 20.13 feet to a point on a 470.00 foot radius non-tangent curve, whose center bears South 12°17'35" East;

Thence Easterly, departing said West line and along said curve, through a central angle of 12°33'11", a distance of 102.97 feet;

Thence South 89°44'24" East, a distance of 206.43 feet;
Thence South 44°44'24" East, a distance of 28.28 feet;
Thence South 89°44'24" East, a distance of 50.00 feet;
Thence North 45°15'36" East, a distance of 28.28 feet;

Thence South 89°44'24" East, a distance of 404.16 feet to the beginning of a tangent curve of 470.00 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of 10°00'00", a distance of 82.03 feet;

Thence South 79°44'24" East, a distance of 69.87 feet;

Thence South 36°30'34" West, a distance of 95.96 feet to a point on a line which is parallel with and 65.00 feet Southerly, as measured at right angles, from the North line of the Southeast Quarter of said Section 23;

Thence North 89°43'14" West, along said parallel line, a distance of 831.36 feet to a point on a line which is parallel with and 65.00 feet Easterly, as measured at right angles, from the West line of said Southeast Quarter;



4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Thence South 00°12'45" West, along last said parallel line, a distance of 1049.24 feet;

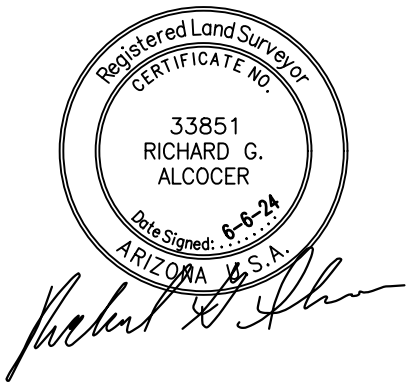
Thence South 41°24'30" West, departing said parallel line, a distance of 98.69 feet to a point on said West line;

Thence North 00°12'45" East, along said West line, a distance of 528.44 feet to a point on the South line of the North Half of the North Half of the Southwest Quarter of said Section 23;

Thence North 89°41'54" West, along said South line, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Westerly, as measured at right angles, from the East line of said Southwest Quarter;

Thence North 00°12'45" East, along said parallel line, a distance of 660.11 feet to the True Point of Beginning.

Containing 200,443 Square Feet or 4.602 Acres, more or less.






4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

EL CIDRO
RIGHT-OF-WAY ABANDONMENT

S89°43'14.4602" E 2,585.78

BOUNDARY

S89°43'14.46" E 65.00

N00°12'45.30" E 20.13

RB = S12°17'35.37" E
R = 470.00
A = 102.97
C = 102.77
CB = N83°59'00.29" E
D = 12°33'11.31"
T = 51.69
RB = N00°15'35.95" E

S89°44'24.04" E 206.43

S44°44'24.04" E 28.28

S89°44'24.04" E 50.00

N45°15'35.96" E 28.28

S89°44'24.04" E 404.16

RB = S00°15'35.96" W
R = 470.00
A = 82.03
C = 81.93
CB = S84°44'24.04" E
D = 09°59'60.00"
T = 41.12
RB = N10°15'35.96" E

S79°44'24.04" E 69.87

S36°30'33.66" W 95.96

N89°43'14.46" W 831.36

S00°12'45.30" W 1049.24

S41°24'30.01" W 98.69

N00°12'45.30" E 528.44

N89°41'53.80" W 65.00

N00°12'45.30" E 660.11
to

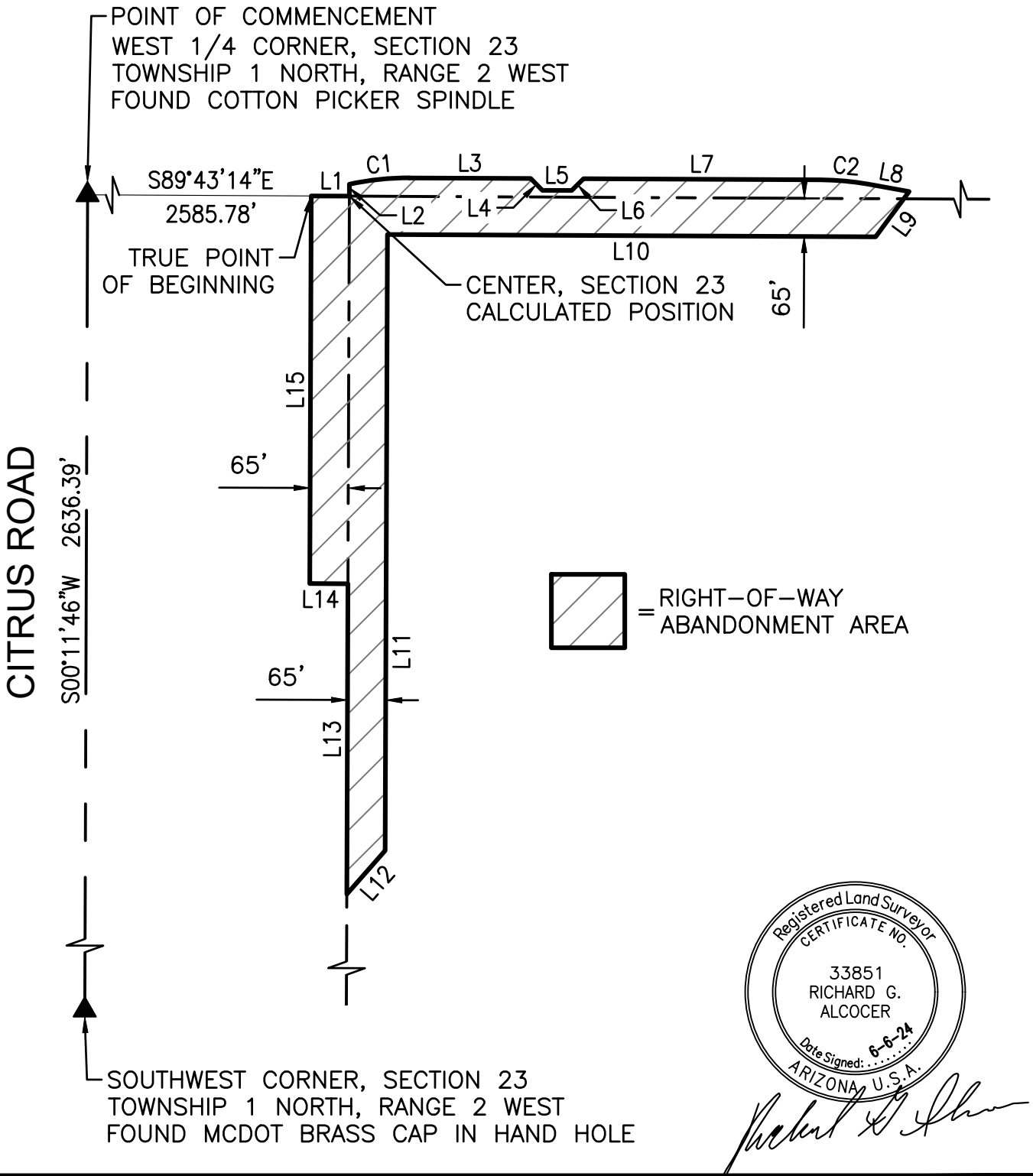
Area = 200443 4.602 AC

Closing course: 136°34'48.30" 0.011379

Misclosure: 1/385,427

North Error: 0.008265
East Error: 0.007821






| | | |
|---|---|---|
| SCALE 1" = 250' | EL CIDRO | CVL CONSULTANTS |
| EXHIBIT | RIGHT-OF-WAY ABANDONMENT | 1 OF 2 |
| 4550 North 12th Street<br>Phoenix, Arizona 85014<br>Phone 602-264-6831<br>http://www.cvlci.com | | |

N:\01\0174621\CADD\Exhibits\VX.ROW.ABAND.dwg **Dominique June 6, 2024**

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S89°43'14"E | 65.00' |
| L2 | N00°12'45"E | 20.13' |
| L3 | S89°44'24"E | 206.43' |
| L4 | S44°44'24"E | 28.28' |
| L5 | S89°44'24"E | 50.00' |
| L6 | N45°15'36"E | 28.28' |
| L7 | S89°44'24"E | 404.16' |
| L8 | S79°44'24"E | 69.87' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L9 | S36°30'34"W | 95.96' |
| L10 | N89°43'14"W | 831.36' |
| L11 | S00°12'45"W | 1049.24' |
| L12 | S41°24'30"W | 98.69' |
| L13 | N00°12'45"E | 528.44' |
| L14 | N89°41'54"W | 65.00' |
| L15 | N00°12'45"E | 660.11' |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| NO. | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHORD-BEARING |
| C1 | 102.97' | 470.00' | 012°33'11" | 51.69' | 102.77' | N83°59'00"E |
| C2 | 82.03' | 470.00' | 010°00'00" | 41.12' | 81.93' | S84°44'24"E |

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 6-6-24
ARIZONA U.S.A.

SCALE 1" = 250'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

# EL CIDRO

## RIGHT-OF-WAY ABANDONMENT

CVL CONSULTANTS



N:\01\0174621\CADD\Exhibits\VX.ROW.ABAND.dwg **Dominique June 6, 2024**

ITEM #: 9.
DATE: 06/24/2024
AI #:2107

# CITY COUNCIL ACTION REPORT

**SUBJECT: ACQUISITION OF RIGHT-OF-WAY FOR SARIVAL AVENUE IMPROVEMENTS**

**STAFF PRESENTER(S):** Kimberly Romero, Real Estate Coordinator

## SUMMARY

Approving agreements for a pass-through transaction that allows the City to acquire right-of-way from ADOT for the construction improvements to Sarival Avenue needed to provide Liberty Utilities (Litchfield Park Water & Sewer) Corporation (“Liberty”) access to the wastewater treatment facility Liberty is constructing.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2411 APPROVING AGREEMENTS RELATED TO THE CITY’S ACQUISITION OF RIGHT-OF-WAY FROM ADOT, PROVIDING CONDITIONS FOR THE EXECUTION OF THE AGREEMENTS, PROVIDING FOR AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Kimberly Romero, Real Estate Coordinator)

## FISCAL IMPACT

There is no fiscal impact to the City as this is a pass-through agreement with Liberty Utilities (Litchfield Park Water & Sewer) Corporation (“Liberty") funding all of the costs of the City’s acquisition of right-of-way needed for the construction of improvements to provide access from Sarival Road to the wastewater treatment facility Liberty is constructing. There are indirect fiscal impacts to the City in that the completion of the wastewater treatment facility will generate sales tax revenues associated with the construction project and will facilitate development within Liberty’s service area, thereby generating additional sales tax revenues associated with such development.

## BACKGROUND AND PREVIOUS ACTIONS

Liberty Utilities (Litchfield Park Water & Sewer) Corporation (formerly known as Litchfield Park Service Company) (“Liberty”) is a public service corporation authorized by the Arizona Corporation Commission ("Commission") to provide water and wastewater services within Liberty’s Certificate of Convenience and Necessity (“CC&N”) as approved by the Commission in the vicinity of Goodyear’s corporate boundaries. Liberty is in the process of developing wastewater treatment facilities on property it owns as legally described in the Special Warranty Deed recorded in the official records of the Maricopa County Recorder as Instrument 2004-0873634, and on property that is currently owned by its affiliated company, Liberty Utilities (Sub) Corp. as legally described in the Special Warranty Deed recorded in the official records of Maricopa County Recorder as Instrument 2009-0869166 (collectively the “Liberty Property”).

The Liberty Property is generally located south of McDowell Road, north of I-10 and the controlled access road, and West of N. Sarival Avenue. Because of an existing canal that separates the Liberty Property from McDowell Road, and because the Liberty Property cannot be accessed from the adjacent controlled access road, the only access to the Liberty Property is from N. Sarival Avenue, across property owned by the State of Arizona through the Arizona Department of Transportation (the “ADOT Property”). Accessing the Liberty Property from N. Sarival Avenue requires the construction of certain road improvements along the west side of N. Sarival Avenue within approximately 1312 square feet of the ADOT Property (the “Right-of-Way”) and an access easement over the ADOT Property.

Liberty has acquired an access easement over the ADOT Property but has not acquired the Right-of-Way. Because the road improvements are needed solely to support the development of the Liberty Property, Liberty is responsible for acquiring the property needed for the improvements. But, because of the rules for disposing of state-owned property, Liberty’s acquisition of the Right-of-Way is not feasible. ADOT does, however, have the ability to sell the Right-of-Way to the City for the cost ADOT paid to acquire the Right-of-Way, because the property is needed for a public purpose. Liberty has asked the City to acquire the Right-of-Way subject to Liberty paying all costs associated with the transaction, including all closing costs.

**STAFF ANALYSIS**

The proposed transaction is a pass-through agreement whereby Liberty provides the funds for the City’s acquisition of the Right-of-Way for the improvements to Sarival Avenue required for Liberty to access the wastewater treatment facility Liberty is constructing. It involves an agreement with Liberty, which obligates Liberty to provide the city with the funds (the purchase prices and all closing costs) needed to consummate the acquisition, and an agreement with ADOT, pursuant to which the City will acquire the Right-of-Way from ADOT. Under the terms of the Liberty agreement, the City will not enter into the purchase agreement with ADOT until it receives the purchase price and the estimated closing costs. If the funding is not received by the City within thirty (30) days of the effective date of the Liberty agreement, the agreement automatically terminates that the City will not enter into the purchase agreement with ADOT. To ensure the City receives all closing costs, the Liberty agreement requires Liberty to pay the difference between the actual funding costs and the estimated costs, or the City will withhold the certificates of occupancy that Liberty needs to operate its wastewater treatment facility.

Staff supports this transaction as there is no fiscal impact to the City and allows for Liberty to access and operate the wastewater treatment facility Liberty is constructing.

## Attachments

RES 2024-2411 w-Exhibits

**RESOLUTION NO. 2024-2411**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AGREEMENTS RELATED TO THE CITY'S ACQUISITION OF RIGHT-OF-WAY FROM ADOT, PROVIDING CONDITIONS FOR THE EXECUTION OF THE AGREEMENTS, PROVIDING FOR AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Liberty Utilities (Litchfield Park Water & Sewer) Corporation (formerly known as Litchfield Park Service Company) ("Liberty") is in the process of developing wastewater treatment facilities on property it owns and on property that is currently owned by its affiliated company, Liberty Utilities (Sub) Corp. (formerly known as Liberty Water Company); and

WHEREAS, the Liberty Property is generally located south of McDowell Road, adjacent to the controlled access road, north of I-10 and west of N. Sarival Avenue; and

WHEREAS, because of an existing canal that separates the Liberty Property from McDowell Road and because the Liberty Property cannot be accessed from the adjacent controlled access road, the only access to the Liberty Property is from N. Sarival Avenue, across property owned by Arizona Department of Transportation ("ADOT"); and

WHEREAS, accessing the Liberty Property from N. Sarival Avenue requires the construction of certain road improvements along the west side of N. Sarival Avenue and an access easement over property owned by the State of Arizona through the Arizona Department of Transportation (the "ADOT Property"), which Liberty has acquired; and

WHEREAS, the road improvements that are required to be constructed are to be constructed within a portion of the ADOT Property (the "Right-of-Way"); and

WHEREAS, because the road improvements are needed solely to support the development of the Liberty Property, Liberty is responsible for acquiring the property needed for the improvements, but because of the rules for disposing of state-owned property, Liberty's acquisition of the property is not feasible; and

WHEREAS, because the property is needed for a public purpose, and the construction of public road improvements, ADOT has the ability to and has agreed to sell the portion of the ADOT Property needed for the road improvements for the cost ADOT paid to acquire the property; and

WHEREAS, Liberty is desirous of having the city acquire the property needed for the road improvements from ADOT subject to Liberty paying all costs associated with the transaction, including all closing costs.

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 City Council hereby approve the Acquisition Agreement between Liberty Utilities (Litchfield Park Water and Sewer) Corp. ("Liberty") and the City of Goodyear in the form attached hereto as Exhibit 1.

SECTION 2. The Mayor and City Council hereby approve the Excess Land Purchase Agreement and Receipt for Deposit and the Environmental Release attached thereto between the State of Arizona through the Arizona Department of Transportation) and the City of Goodyear in the form attached hereto as Exhibit 2 (the "ADOT Land Purchase Agreement").

SECTION 3. The City Attorney is hereby authorized, at his discretion, to make non-substantive adjustments to any of the agreements referenced in and being approved in this Resolution.

SECTION 4. The City Manager is hereby authorized to execute the Acquisition Agreement in the form attached hereto as Exhibit 1, upon receipt of an original copy of the Acquisition Agreement executed by Liberty Utilities (Litchfield Park Water and Sewer) Corp.

SECTION 5. Provided that Liberty remits to the City the purchase price and estimated escrow fees and closing costs as described in the Acquisition Agreement within thirty days of the effective date of the Acquisition Agreement, the City Manager is hereby authorized to execute the ADOT Land Purchase Agreement in the form attached hereto as Exhibit 2. If the City has not received the purchase price and estimated escrow fees and closing costs as described in the Acquisition Agreement within thirty days of the effective date of the Acquisition Agreement, the ADOT Land Purchase Agreement shall not be executed by the City Manager.

SECTION 6. The City Manager or her designee is hereby authorized and directed to take any and all actions and execute all documents necessary to carry out the intent of this Resolution and the terms of the agreements that are executed pursuant to this Resolution.

SECTION 7. Resolution 2024-2411 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT “1”

Acquisition Agreement between Liberty Utilities (Litchfield Park Water and Sewer) Corp. (“Liberty”) and the City of Goodyear

*On the following pages*

# ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") made this 28th day of May, 2024, by and between LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., an Arizona corporation ("Liberty"), and the CITY OF GOODYEAR, an Arizona municipal corporation ("Goodyear") is for Goodyear's acquisition of property from the State of Arizona through the Arizona Department of Transportation on behalf of Liberty. Liberty and Goodyear are individually referred to as a "Party" and collectively referred to as "Parties" below.

## RECITALS

WHEREAS, Liberty is a public service corporation authorized by the Arizona Corporation Commission ("Commission") to provide water and wastewater services within Liberty's Certificate of Convenience and Necessity ("CC&N") as approved by the Commission in the vicinity of Goodyear's corporate boundaries.

WHEREAS, Liberty is in the process of developing wastewater treatment facilities on property it owns as legally described in the Special Warranty Deed recorded in the official records of the Maricopa County Recorder as Instrument 2004-0873634 and on property that is currently owned by its affiliated company, Liberty Utilities (Sub) Corp. as legally described in the Special Warranty Deed recorded in the official records of Maricopa County Recorder as Instrument 2009-0869166 (collectively the "Liberty Property").

WHEREAS, the Liberty Property is generally located south of McDowell Road, north of I-10 and the controlled access road and West of N. Sarival Avenue.

WHEREAS, because of an existing canal that separates the Liberty Property from McDowell Road and because the Liberty Property cannot be accessed from the adjacent controlled access road, the only access to the Liberty Property is from N. Sarival Avenue.

WHEREAS, accessing the Liberty Property from N. Sarival Avenue requires the construction of certain road improvements along the west side of N. Sarival Avenue and an access easement over property owned by the State of Arizona through the Arizona Department of Transportation (the "ADOT Property"), which Liberty has acquired;

WHEREAS, the road improvements that are required to be constructed are to be constructed within a portion of the ADOT Property legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Right-of-Way").

WHEREAS, because the road improvements are needed solely to support the development of the Liberty Property, Liberty is responsible for acquiring the property needed for the improvements, but because of the rules for disposing of state-owned property, Liberty's acquisition of the property is not feasible.

WHEREAS, because the property is needed for a public purpose, the construction of public road improvements, the Arizona Department of Transportation ("ADOT") has the ability to and has

agreed to sell the portion of the ADOT Property needed for the road improvements for the cost ADOT paid to acquire the property.

WHEREAS, Goodyear is willing to acquire the property needed for the road improvements subject to Liberty paying all costs associated with the transaction, including all closing costs.

WHEREAS, Liberty is desirous of having Goodyear acquire the property needed for the road improvements that Liberty is required to make to N. Sarival Avenue.

**AGREEMENT**

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, the Parties agree as follows:

1. RECITALS. The recitals set forth above are incorporated by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.

2. TERM. This Agreement shall become effective on the date it is fully executed by the Parties. Unless terminated earlier as provided in Section 5, the Agreement shall remain in effect until all of the following have occurred: (i) Goodyear has received all monies owed it under the agreement and (ii) a special warranty deed as described in the Purchase Agreement (defined below) is recorded conveying the Right-of-Way to Goodyear.

3. LIBERTY OBLIGATIONS. Liberty agrees as follows:

a. Liberty shall pay all costs incurred by the City in connection with the City's acquisition of that real property legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Right-of-Way"), including, by way of example, but not limitation, the purchase price, escrow fees, and all other closing costs.

b. Liberty shall remit the funds described in Section 4(a) below within thirty days of the date this Agreement is executed

4. CITY OBLIGATIONS. The City agrees as follows:

a. Upon the City's receipt of the purchase price of $6,888 set forth in the captioned agreement, titled Arizona Department Right of Way Group/Property Management Section Excess Land Purchase Agreement and Receipt for Deposit, a copy of which is attached hereto as Exhibit B (the "Purchase Agreement") and the estimated escrow fees and closing costs of $2,156.00, the City shall execute the Purchase Agreement and consummate the acquisition of the Right-of-Way; and

b. If the estimated escrow fees and closing costs collected were not sufficient, Liberty shall remit the shortfall to the City within ten days of being notified of the shortfall. If the estimated escrow fees and closing costs collected by the City exceed the actual costs, the City shall reimburse Liberty for the overage. Until the shortfall is paid, the City shall, at its sole discretion

withhold the issuance of permits for work within the Right-of-Way, withhold the issuance of a temporary certificate of occupancy for the buildings on the Liberty Property, and/or withhold the issuance of a permanent certificate of occupancy for the buildings on the Liberty Property.

5. TERMINATION. This Agreement shall automatically terminate if the City has not received the funds Liberty is to remit to the City as discussed in Sections 3(a) and 4(a) above within thirty (30) days of the effective date of this Agreement.

6. NOTICES. All notices, payments, consents, approvals, or other communications required or permitted to be given hereunder shall be in writing and shall become effective immediately upon receipt, if personally delivered 24 hours after such are deposited in the United States Mail, postage prepaid, addressed as shown below or to such other address as either party hereto may designate from time to time in writing:

**To Liberty:**
Moses Thompson, President
Liberty Utilities (Litchfield Park Water & Sewer) Corp.
14920 W. Camelback Rd.
Litchfield Park, AZ 85340

**To City of Goodyear:**
City Manager
City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395

**Copy to:**
City Attorney, Legal Services Department
City of Goodyear
19000 N. Civic Square
Goodyear, Arizona 85395

7. CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, as amended.

8. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the state of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Agreement shall be commenced and maintained in the Superior Court of the state of Arizona in and for the county of Maricopa.

9. MODIFICATION OR WAIVER. This Agreement shall not be modified, extended, or waived in whole or in part except by written instrument executed by both Parties and adopted in the manner in which this Agreement was adopted.

10. NO WAIVER. No waiver by a Party of any breach by the other party of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by the Party or bar the right of that Party to insist on strict performance by the other Party of any provisions of this Agreement in the future.

11. ASSIGNMENT. This Agreement shall not be assigned.

12. ENTIRE AGREEMENT. The Parties agree that this document contains the entire Agreement between the Parties and supersedes any previous agreement, written or oral, between the Parties. The Parties have not relied on any representations other than those which are set forth in this Agreement.

13. AUTHORIZATIONS. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign and that no further action or approvals are necessary before the execution of this Agreement.

14. 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.

15. PAGE NUMBERING**.** The page numbering of this document is exclusive of the Exhibits attached hereto.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.**

*Signatures and Exhibits on Following Pages*

| LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. | CITY OF GOODYEAR |
|---|---|
| By: _____<br>Moses Thompson<br>Its: President<br><br>Date Signed: 6/5/2024<br><br>and<br><br>By: _____<br>Crystal Greene<br>Its: Secretary<br><br>Date Signed: 6/5/24 | By: _____<br><br>Wynette Reed<br>Its: City Manager<br><br>Date Signed: _____ |

**ATTEST:**

**By:** _____
**City Clerk**

**APPROVED AS TO FORM:**

**By:** _____
**Goodyear City Attorney**

**Exhibit "A"**
**Right-of-Way**
**Legal Description**

# EXHIBIT "A"

That portion of the Northeast quarter (NE¼) of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap that is flush marking the Northeast corner of said Section 1, being North 00°17'44" East 2604.28 feet from a brass cap in handhole marking the East quarter corner of said Section 1;

thence along the East line of said Section 1, South 00°17'44" West 208.66 feet;

thence North 89°42'16" West 60.00 feet to the POINT OF BEGINNING on the existing westerly right of way line of Sarival Road;

thence continuing North 89°42'16" West 5.00 feet;

thence North 00°17'44" East 128.45 feet;

thence North 10°14'21" East 57.91 feet to said existing westerly right of way line of Sarival Road;

thence along said existing westerly right of way line of Sarival Road South 00°17'44" West 117.98 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 09°13'34" West 32.21 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 00°17'44" West 35.70 feet to the POINT OF BEGINNING.

**SUBJECT TO:** all existing right of way or easements for sewer, gas, water or similar pipelines and appurtenances; canals, laterals or ditches and appurtenances; and electric, telephone and similar lines and appurtenances as se forth in Arizona Revised Statute 28-7210

**Exhibit "B"**

Arizona Department Right of Way Group/Property Management Section Excess Land Purchase Agreement and Receipt for Deposit

# ARIZONA DEPARTMENT OF TRANSPORTATION
# RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
# EXCESS LAND PURCHASE AGREEMENT AND
# RECEIPT FOR DEPOSIT, Page 1 of 2

**Project No.: 303L MA 002 H7139 01R** **Sale No. L-C-137A**

**Received from City of Goodyear, an Arizona Municipal Corporation, herein called Buyer, the sum of Six Thousand Eight Hundred Eighty-Eight Dollars ($6,888) for the purchase of the State's interest in the real property known as Excess Land # L-C-137A; vacant land that contains approximately ± 1,312 sq. ft. / ± 0.030 acres located at the Southwest Corner of Sarival Rd. and McDowell Rd., Goodyear, Maricopa County, Arizona and as shown on Exhibit "A" attached hereto.**

**By: _____**
**Michael Craig, Manager Date**

**SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Buyer agrees to purchase the State's interest in the above described real property for the full purchase price of Six Thousand Eight Hundred Eighty-Eight Dollars ($6,888) payable as follows:**

| | |
|---|---|
| **$ 6,888** | **Full Purchase Price** |
| **$0** | **Balance of full purchase price, payable at close of escrow.** |

**BUYER HEREBY AGREES TO: Close escrow, entered into at Buyer's expense, with Security Title Agency, 2415 E. Camelback Rd., Suite 200, Phoenix, Arizona, 85016, Attn: Jason Bryant, 602-230-6297, jbryant@securitytitle.com, within 60 days of signed Purchase Agreement.**

**The property shall be conveyed by Special Warranty Deed to: City of Goodyear, an Arizona Municipal Corporation.**

**BUYER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.**

**BUYER: City of Goodyear, an Arizona Municipal Corporation**

**By: _____ _____**
**Wynette Reed Date**
**Its: City Manager**

**Address: 1900 N. Civic Square, Goodyear, AZ, 85395**
**Telephone: (623) 882-7227 E-Mail: Kimberly.Romero@goodyearaz.gov**

# TERMS OF EXCESS LAND PURCHASE AGREEMENT AND DEPOSIT RECEIPT, Page 2 of 2

**ESCROW FEES:** When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.

**SALE CLOSING SCHEDULE:** Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.

**POSSESSION:** Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.

**FORFEITURE OF DEPOSIT:** In the event buyers withdraw its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyers forfeit its right to the property.

**NON-ASSIGNABILITY:** This Purchase Agreement and any escrow instructions arising there from are not assignable until the escrow has closed.

**ENVIRONMENTAL RELEASE:** Successful bidders for the purchase of excess land must sign an Environmental Release form.

**DISCLAIMER OF WARRANTIES:** The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Buyer herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of Buyer. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.

**COUNTERPARTS:** This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.

# ENVIRONMENTAL RELEASE, Page 1 of 2
# EXCESS LAND NO.: L-C-137A

**The State of Arizona, acting by and thru its Department of Transportation (Seller) and the City of Goodyear, an Arizona Municipal Corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____,2024 and concerning the real property described in Exhibit A together with any improvements thereon.**

**The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.**

**Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:**

**Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.**

**Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.**

**The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.**

**(Continued – please sign and notarize next page)**

**Executed this ____ day of _____ 2024.**

**BUYERS: City of Goodyear, an Arizona Municipal Corporation**

**By :_____ _____**
**Wynette Reed** **Date**
**Its: City Manager**

**STATE OF ARIZONA )**
**) SS.**
**County of _____ )**

**The foregoing instrument was acknowledged before me this ____ day of _____ 2024 by Wynette Reed, City Manager, who acknowledged that she executed this instrument for the purposes therein contained.**

**IN WITNESS WHEREOF, I have set my hand and official seal.**

**_____**
**Notary Public in and for said County and State**

**My commission expires:**

# EXHIBIT "A"

That portion of the Northeast quarter (NE¼) of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap that is flush marking the Northeast corner of said Section 1, being North 00°17'44" East 2604.28 feet from a brass cap in handhole marking the East quarter corner of said Section 1;

thence along the East line of said Section 1, South 00°17'44" West 208.66 feet;

thence North 89°42'16" West 60.00 feet to the POINT OF BEGINNING on the existing westerly right of way line of Sarival Road;

thence continuing North 89°42'16" West 5.00 feet;

thence North 00°17'44" East 128.45 feet;

thence North 10°14'21" East 57.91 feet to said existing westerly right of way line of Sarival Road;

thence along said existing westerly right of way line of Sarival Road South 00°17'44" West 117.98 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 09°13'34" West 32.21 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 00°17'44" West 35.70 feet to the POINT OF BEGINNING.

**SUBJECT TO:** all existing right of way or easements for sewer, gas, water or similar pipelines and appurtenances; canals, laterals or ditches and appurtenances; and electric, telephone and similar lines and appurtenances as se forth in Arizona Revised Statute 28-7210

EXHIBIT “2”

Excess Land Purchase Agreement and Receipt for Deposit between the State of Arizona through the Arizona Department of Transportation and the City of Goodyear

*On the following pages*

# ARIZONA DEPARTMENT OF TRANSPORTATION
# RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
# EXCESS LAND PURCHASE AGREEMENT AND
# RECEIPT FOR DEPOSIT, Page 1 of 2

**Project No.: 303L MA 002 H7139 01R** **Sale No. L-C-137A**

**Received from City of Goodyear, an Arizona Municipal Corporation, herein called Buyer, the sum of Six Thousand Eight Hundred Eighty-Eight Dollars ($6,888) for the purchase of the State's interest in the real property known as Excess Land # L-C-137A; vacant land that contains approximately ± 1,312 sq. ft. / ± 0.030 acres located at the Southwest Corner of Sarival Rd. and McDowell Rd., Goodyear, Maricopa County, Arizona and as shown on Exhibit "A" attached hereto.**

**By: _____**
**Michael Craig, Manager Date**

**SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Buyer agrees to purchase the State's interest in the above described real property for the full purchase price of Six Thousand Eight Hundred Eighty-Eight Dollars ($6,888) payable as follows:**

| | |
|---|---|
| **$ 6,888** | **Full Purchase Price** |
| **$0** | **Balance of full purchase price, payable at close of escrow.** |

**BUYER HEREBY AGREES TO: Close escrow, entered into at Buyer's expense, with Security Title Agency, 2415 E. Camelback Rd., Suite 200, Phoenix, Arizona, 85016, Attn: Jason Bryant, 602-230-6297, jbryant@securitytitle.com, within 60 days of signed Purchase Agreement.**

**The property shall be conveyed by Special Warranty Deed to: City of Goodyear, an Arizona Municipal Corporation.**

**BUYER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.**

**BUYER: City of Goodyear, an Arizona Municipal Corporation**

**By: _____ _____**
**Wynette Reed Date**
**Its: City Manager**

**Address: 1900 N. Civic Square, Goodyear, AZ, 85395**
**Telephone: (623) 882-7227 E-Mail: Kimberly.Romero@goodyearaz.gov**

# TERMS OF EXCESS LAND PURCHASE AGREEMENT AND DEPOSIT RECEIPT, Page 2 of 2

**ESCROW FEES:** When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.

**SALE CLOSING SCHEDULE:** Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.

**POSSESSION:** Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.

**FORFEITURE OF DEPOSIT:** In the event buyers withdraw its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyers forfeit its right to the property.

**NON-ASSIGNABILITY:** This Purchase Agreement and any escrow instructions arising there from are not assignable until the escrow has closed.

**ENVIRONMENTAL RELEASE:** Successful bidders for the purchase of excess land must sign an Environmental Release form.

**DISCLAIMER OF WARRANTIES:** The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Buyer herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of Buyer. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.

**COUNTERPARTS:** This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.

# ENVIRONMENTAL RELEASE, Page 1 of 2
# EXCESS LAND NO.: L-C-137A

**The State of Arizona, acting by and thru its Department of Transportation (Seller) and the City of Goodyear, an Arizona Municipal Corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____,2024 and concerning the real property described in Exhibit A together with any improvements thereon.**

**The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.**

**Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:**

**Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.**

**Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.**

**The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.**

**(Continued – please sign and notarize next page)**

**Executed this ____ day of _____ 2024.**

**BUYERS: City of Goodyear, an Arizona Municipal Corporation**

**By :_____ _____**
**Wynette Reed** **Date**
**Its: City Manager**

**STATE OF ARIZONA )**
**) SS.**
**County of _____ )**

**The foregoing instrument was acknowledged before me this ____ day of _____ 2024 by Wynette Reed, City Manager, who acknowledged that she executed this instrument for the purposes therein contained.**

**IN WITNESS WHEREOF, I have set my hand and official seal.**

**_____**
**Notary Public in and for said County and State**

**My commission expires:**

# EXHIBIT "A"

That portion of the Northeast quarter (NE¼) of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap that is flush marking the Northeast corner of said Section 1, being North 00°17'44" East 2604.28 feet from a brass cap in handhole marking the East quarter corner of said Section 1;

thence along the East line of said Section 1, South 00°17'44" West 208.66 feet;

thence North 89°42'16" West 60.00 feet to the POINT OF BEGINNING on the existing westerly right of way line of Sarival Road;

thence continuing North 89°42'16" West 5.00 feet;

thence North 00°17'44" East 128.45 feet;

thence North 10°14'21" East 57.91 feet to said existing westerly right of way line of Sarival Road;

thence along said existing westerly right of way line of Sarival Road South 00°17'44" West 117.98 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 09°13'34" West 32.21 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 00°17'44" West 35.70 feet to the POINT OF BEGINNING.

**SUBJECT TO:** all existing right of way or easements for sewer, gas, water or similar pipelines and appurtenances; canals, laterals or ditches and appurtenances; and electric, telephone and similar lines and appurtenances as se forth in Arizona Revised Statute 28-7210

ITEM #: 10.
DATE: 06/24/2024
AI #:2100

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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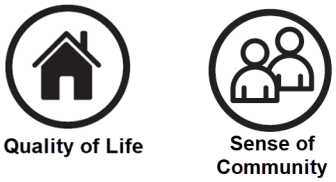
**OTHER PRESENTER(S):**

Jenifer Meyers, Estrella

## SUMMARY

A Map of Dedication of West Mountain Vista Drive – Phase 2 needed for utilities and access to various parcels within Estrella being developed.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Map of Dedication of West Mountain Vista Drive – Phase 2, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## STIPULATIONS

1. Prior to recordation of the Map of Dedication of West Mountain Vista Drive – Phase 2, Owner shall submit an updated title report for the property included within the map of dedication and shall modify the map of dedication to reflect the current ownership and current lender, including on map of dedication 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 included in the map of dedication. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the Map of Dedication of West Mountain Vista Drive – Phase 2 required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The Dedication Section in the Map of Dedication of West Mountain Vista Drive – Phase 2

shall be replaced with the language reflected in Attachment 2 (Replacement Language) prior to recordation of the MOD and the mylars that are to be recorded shall reflect the Replacement Language.

## 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

On August 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located within Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39-9.40, 9.41, and 9.42.

## STAFF ANALYSIS

Estrella North, LLC, the developer of Estrella is processing final plats for Estrella Parcels 9.7, 9.18, 9.21, 9.39-9.40, 9.41, and 9.42 (collectively the “Parcel 9 Final Plats”), some if not all are being presented concurrently with the Map of Dedication of West Mountain Vista Drive – Phase 2. The utilities needed for the City to provide service to the property within the Parcel 9 Final Plats are to be located within the section of West Mountain Vista Drive included within the Map of Dedication of West Mountain Vista Drive – Phase 2 and within the section of West Calistoga Drive included within the Map of Dedication of West Calistoga Drive – Phase 4 being presented concurrently with the Map of Dedication of West Mountain Vista Drive – Phase 2. Access to certain of the Parcel 9 Final Plats will be from the section of West Mountain Vista Drive included within the Map of Dedication of West Mountain Vista Drive – Phase 2.

Staff is recommending approval of the Map of Dedication of West Mountain Vista Drive – Phase 2 as the right-of-way being dedicated is needed to support the development of the property located within the Parcel 9 Final Plats.

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**Attachments**

1. MOD
2. Dedication Language

# MAP OF DEDICATION
OF
# "WEST MOUNTAIN VISTA DRIVE - PHASE 2"
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33, AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA

## LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southeast Quarter of Section 28, the Northeast Quarter of Section 33, and the Northwest Quarter of Section 34, Township 1 South, 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 GLO brass cap for the Southeast corner of said Section 28, from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2634.80 feet;

**THENCE** South 40 deg. 27 min. 01 sec. East departing said Section line, a distance of 1,270.48 feet to the terminus line of West Mountain Vista Drive as shown in the Map of Dedication recorded in Book 1059 of Maps, Page 15 of the Records of Maricopa County, Arizona, said point being the **TRUE POINT OF BEGINNING**;

**THENCE** South 12 deg. 57 min. 00 sec. East along said terminus line, a distance of 110.00 feet;

**THENCE** South 77 deg. 03 min. 00 sec. West departing said terminus line, a distance of 200.32 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,155.00 feet, a central angle of 15 deg. 23 min. 36 sec., and being subtended by a chord which bears South 84 deg. 44 min. 48 sec. West - 309.37 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 310.31 feet;

**THENCE** South 48 deg. 43 min. 21 sec. West non-tangent to said curve, a distance of 17.13 feet;

**THENCE** North 85 deg. 43 min. 16 sec. West, a distance of 50.00 feet;

**THENCE** North 40 deg. 09 min. 53 sec. West, a distance of 17.13 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,155.00 feet, a central angle of 11 deg. 12 min. 21 sec., and being subtended by a chord which bears North 78 deg. 16 min. 58 sec. West - 225.53 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 225.89 feet;

**THENCE** South 63 deg. 23 min. 49 sec. West non-tangent to said curve, a distance of 17.20 feet;

**THENCE** North 70 deg. 50 min. 39 sec. West, a distance of 50.00 feet;

**THENCE** North 25 deg. 05 min. 06 sec. West, a distance of 17.20 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,155.00 feet, a central angle of 22 deg. 44 min. 24 sec., and being subtended by a chord which bears North 57 deg. 38 min. 18 sec. West - 455.40 feet;

**THENCE** in a northwesterly direction along said curve to the right, a distance of 458.41 feet;

**THENCE** North 89 deg. 57 min. 13 sec. West non-tangent to said curve, a distance of 17.27 feet;

**THENCE** North 44 deg. 07 min. 59 sec. West, a distance of 70.00 feet;

**THENCE** North 01 deg. 20 min. 51 sec. East, a distance of 17.05 feet;

**THENCE** North 43 deg. 22 min. 07 sec. West, a distance of 417.60 feet;

**THENCE** North 88 deg. 22 min. 07 sec. West, a distance of 16.97 feet;

**THENCE** North 43 deg. 00 min. 46 sec. West, a distance of 70.00 feet;

**THENCE** North 02 deg. 45 min. 50 sec. East, a distance of 17.32 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 962.50 feet, a central angle of 29 deg. 18 min. 45 sec., and being subtended by a chord which bears North 26 deg. 12 min. 31 sec. West - 487.06 feet;

**THENCE** in a northwesterly direction along said curve to the right, a distance of 492.42 feet;

**THENCE** North 54 deg. 58 min. 04 sec. West, a distance of 17.34 feet;

**THENCE** North 08 deg. 45 min. 13 sec. West, a distance of 70.00 feet;

**THENCE** North 37 deg. 27 min. 35 sec. East, a distance of 17.34 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 962.50 feet, a central angle of 02 deg. 34 min. 43 sec., and being subtended by a chord which bears North 04 deg. 39 min. 55 sec. West - 43.31 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 43.32 feet;

**THENCE** North 03 deg. 22 min. 34 sec. West tangent to said curve, a distance of 641.79 feet;

**THENCE** North 86 deg. 37 min. 26 sec. East, a distance of 110.00 feet;

**THENCE** South 47 deg. 14 min. 35 sec. East, a distance of 17.32 feet;

**THENCE** South 03 deg. 22 min. 34 sec. East, a distance of 70.05 feet;

**THENCE** South 42 deg. 45 min. 25 sec. West, a distance of 16.64 feet;

**THENCE** South 03 deg. 22 min. 34 sec. East, a distance of 547.71 feet to a Point of Curvature of a circular curve to the left, having a radius of 852.50 feet, a central angle of 37 deg. 09 min. 59 sec., and being subtended by a chord which bears South 21 deg. 57 min. 33 sec. East - 543.35 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 553.00 feet;

**THENCE** South 87 deg. 09 min. 26 sec. East non-tangent to said curve, a distance of 16.61 feet;

**THENCE** South 42 deg. 56 min. 07 sec. East, a distance of 70.00 feet;

**THENCE** South 01 deg. 37 min. 53 sec. West, a distance of 16.97 feet;

**THENCE** South 43 deg. 22 min. 07 sec. East, a distance of 416.52 feet;

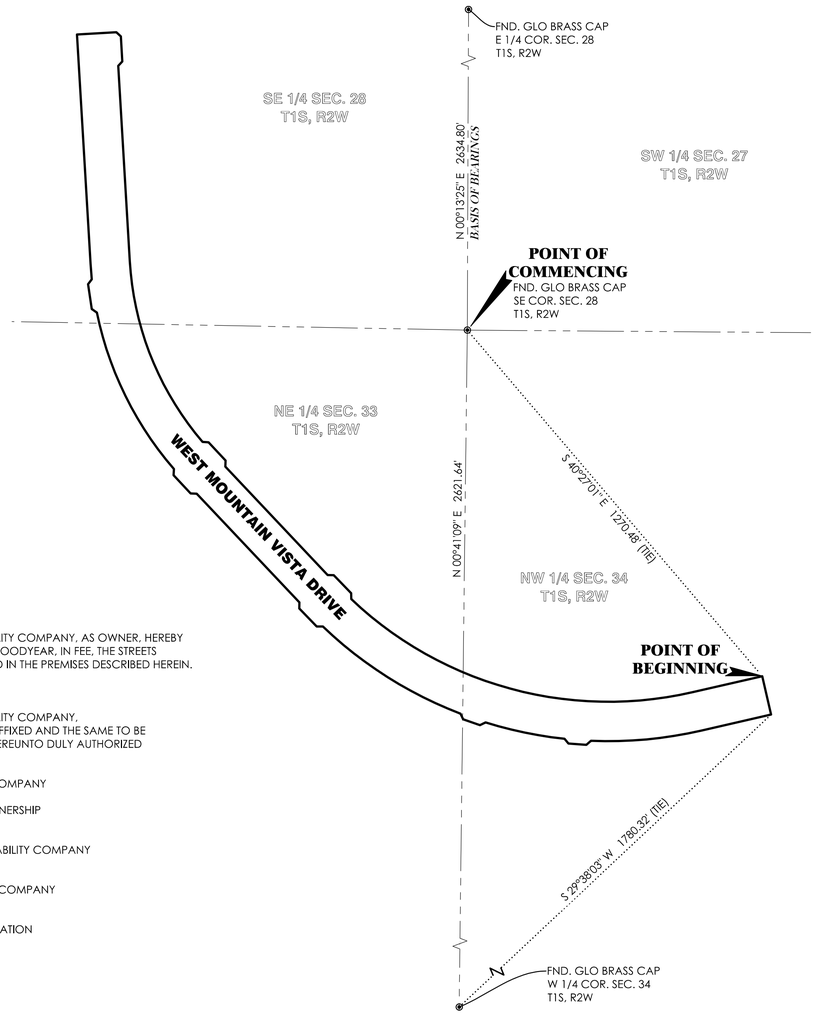
**THENCE** South 88 deg. 39 min. 09 sec. East, a distance of 16.89 feet;

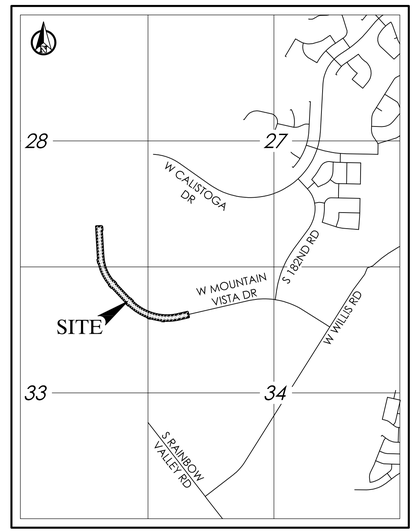
**THENCE** South 44 deg. 10 min. 28 sec. East, a distance of 70.00 feet;

**THENCE** South 00 deg. 03 min. 38 sec. East, a distance of 16.63 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,045.00 feet, a central angle of 56 deg. 26 min. 11 sec., and being subtended by a chord which bears South 74 deg. 43 min. 55 sec. East - 988.21 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 1,029.32 feet;

**THENCE** North 77 deg. 03 min. 00 sec. East tangent to said curve, a distance of 200.32 feet to the **POINT OF BEGINNING**, containing 351,043 square feet or 8.059 acres of land, more or less.




**VICINITY MAP**
N.T.S.

## SHEET INDEX


SHEET 1 COVER
SHEET 2 PLAT


## GROSS AREA

351,047 SQ. FT.
8.059 ACRES

## DEDICATION

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

KNOW ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS SHOWN ON SAID MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

IN WITNESS WHEREOF:

THAT 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 _____, 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: _____
NAME: TIMOTHY P. BRISLIN
TITLE: AUTHORIZED REPRESENTATIVE

## ACKNOWLEDGEMENT

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED TIMOTHY P. BRISLIN, AS AUTHORIZED REPRESENTATIVE OF HARVARD INVESTMENTS, INC., A NEVADA CORPORATION, AS MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, AS SOLE MEMBER AND MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING MAP OF DEDICATION FOR THE PURPOSES THEREIN CONTAINED..

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

## APPROVALS

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

THIS _____ DAY OF _____, 20___

BY: _____ ATTEST:_____
MAYOR GEORGIA LORD CLERK

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

THIS _____ DAY OF _____, 20___

BY:_____
SUMEET MOHAN, CITY ENGINEER

## BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. BEARING: NORTH 00°13'25" EAST

OWNER/DEVELOPER:
**ESTRELLA NORTH, LLC**
17700 N. PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
CONTACT: TIMOTHY P. BRISLIN

## 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 COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 47373 JOSHUA S. MOYSES 8/7/2023 ARIZONA, U.S.A.

BY: JOSHUA S. MOYSES, R.L.S. #47373
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE., SUITE 4
TEMPE, ARIZONA 85282
(480) 272-7634

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT 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.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 54332 JOHN N. ROGERS 8/7/2023 ARIZONA, U.S.A.

BY: JOHN N. ROGERS, R.L.S. #54332
GMcivil
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES 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.

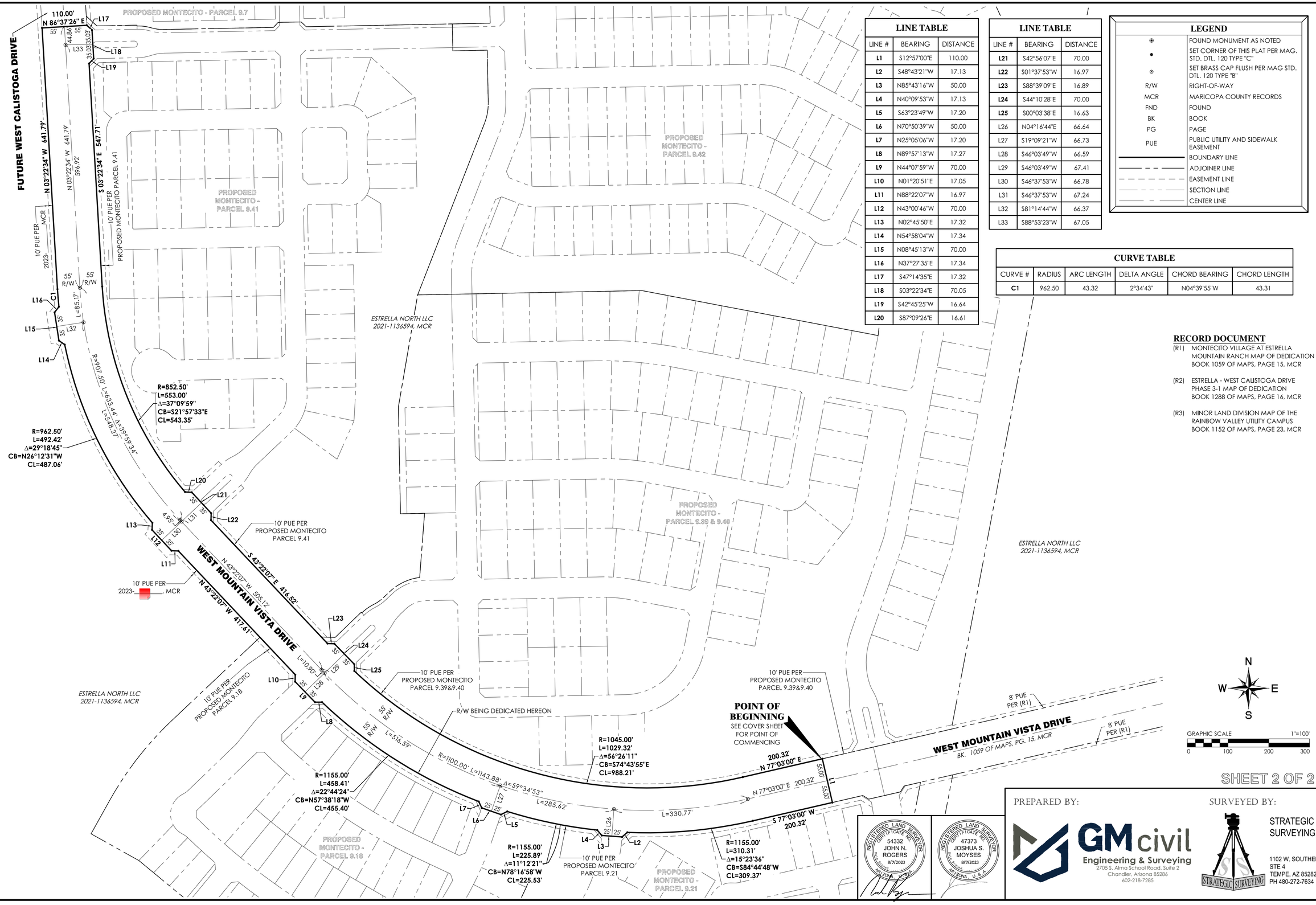
PREPARED: August 2023



PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE - PHASE 2"
CASE NO. 21-2096
W:\10841A - Estrella Calistoga\COGO\MOD\MVD2\10841A-MOD-MVD2.dwg




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | S12°57'00"E | 110.00 |
| L2 | S48°43'21"W | 17.13 |
| L3 | N85°43'16"W | 50.00 |
| L4 | N40°09'53"W | 17.13 |
| L5 | S63°23'49"W | 17.20 |
| L6 | N70°50'39"W | 50.00 |
| L7 | N25°05'06"W | 17.20 |
| L8 | N89°57'13"W | 17.27 |
| L9 | N44°07'59"W | 70.00 |
| L10 | N01°20'51"E | 17.05 |
| L11 | N88°22'07"W | 16.97 |
| L12 | N43°00'46"W | 70.00 |
| L13 | N02°45'50"E | 17.32 |
| L14 | N54°58'04"W | 17.34 |
| L15 | N08°45'13"W | 70.00 |
| L16 | N37°27'35"E | 17.34 |
| L17 | S47°14'35"E | 17.32 |
| L18 | S03°22'34"E | 70.05 |
| L19 | S42°45'25"W | 16.64 |
| L20 | S87°09'26"E | 16.61 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L21 | S42°56'07"E | 70.00 |
| L22 | S01°37'53"W | 16.97 |
| L23 | S88°39'09"E | 16.89 |
| L24 | S44°10'28"E | 70.00 |
| L25 | S00°03'38"E | 16.63 |
| L26 | N04°16'44"E | 66.64 |
| L27 | S19°09'21"W | 66.73 |
| L28 | S46°03'49"W | 66.59 |
| L29 | S46°03'49"W | 67.41 |
| L30 | S46°37'53"W | 66.78 |
| L31 | S46°37'53"W | 67.24 |
| L32 | S81°14'44"W | 66.37 |
| L33 | S88°53'23"W | 67.05 |

| LEGEND | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C" |
| ⊙ | SET BRASS CAP FLUSH PER MAG STD. DTL. 120 TYPE "B" |
| R/W | RIGHT-OF-WAY |
| MCR | MARICOPA COUNTY RECORDS |
| FND | FOUND |
| BK | BOOK |
| PG | PAGE |
| PUE | PUBLIC UTILITY AND SIDEWALK EASEMENT |
| ——— | BOUNDARY LINE |
| ——— — ——— | ADJOINER LINE |
| — — — — — | EASEMENT LINE |
| ——— — ——— | SECTION LINE |
| ——— — ——— | CENTER LINE |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 962.50 | 43.32 | 2°34'43" | N04°39'55"W | 43.31 |

**RECORD DOCUMENT**

(R1) MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH MAP OF DEDICATION BOOK 1059 OF MAPS, PAGE 15, MCR

(R2) ESTRELLA - WEST CALISTOGA DRIVE PHASE 3-1 MAP OF DEDICATION BOOK 1288 OF MAPS, PAGE 16, MCR

(R3) MINOR LAND DIVISION MAP OF THE RAINBOW VALLEY UTILITY CAMPUS BOOK 1152 OF MAPS, PAGE 23, MCR

"MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE - PHASE 2"

CASE NO. 21-2096

SHEET 2 OF 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
8/7/2023
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
8/7/2023
ARIZONA, U.S.A.

PREPARED BY:

GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:

STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

W:\10841A - Estrella Calistoga\COGO\MOD\MVD2\MVD2\10841A-MOD-MVD2.dwg

REPLACE DEDICATION SECTION WITH THE FOLLOWING:

DECLARATION AND DEDICATION

THAT ESTRELLA NORTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS OWNER OF THE PROPERTY SITUATED AT A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33, AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND MAPPED HEREON, HEREBY PUBLISHES THIS MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2 AND DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET RIGHT-OF-WAY WITHIN THE ABOVE DESCRIBED PREMISES BEING CONVEYED AND DEDICATED HEREON.

ESTRELLA NORTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR , IN FEE, THE STREET AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF ESTRELLA NOTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND ESTRELLA NORTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HAVE JOINED IN THIS DOCUMENT.

IN WITNESS WHEREOF: ESTRELLA NORTH L.L.C., 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 THIS _____ DAY OF _____ 2024.

ESTRELLA NORTH L.L.C.,
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
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC.
A NEVADA CORPORATION
ITS: MANAGER

BY:_____
NAME:_____
TITLE:_____

BY:_____
NAME:_____
TITLE:_____

STATE OF ARIZONA )
)SS.
COUNTY OF MARICOPA )

THIS MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2 WAS ACKNOWLEDGED BEFORE ME THIS____ DAY OF _____, 2024 BY _____ THE _____ OF HARVARD INVESTMENTS, INC., A NEVADA CORPORATION AND BY _____, THE _____ OF HARVARD INVESTMENTS, INC., A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, THE SOLE MEMBER AND MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

INSERT LENDER CONSENT LANGUAGE

LENDER CONSENT

THE UNDERSIGNED, AS THE BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT) DATED MAY 9, 2022 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493 AS MODIFIED BY THAT CERTAIN MEMORANDUM OF MODIFICATION OF CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT) DATED DECEMBER 15, 2023 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2023-0643690 (COLLECTIVELY THE "DEED OF TRUST") ENCUMBERING THE PROPERTY SUBJECT TO THIS MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF SAID MAP OF DEDICATION AND DOES HEREBY RELEASE FROM THE DEED OF TRUST THEREBY THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON SAID MAP OF DEDICATION. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE 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 DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY SECURED THEREUNDER. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT ON BEHALF OF THE BENEFICIARY UNDER THE DEED OF TRUST.

**WESTERN ALLIANCE BANK,**
**AN ARIZONA CORPORATION**

BY:_____
ITS:_____

STATE OF _____ )
) SS
COUNTY OF _____ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024 BY _____ AS AUTHORIZED SIGNATORY OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION , ON BEHALF OF SAID ENTITY.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

ITEM #: 11.
DATE: 06/24/2024
AI #:2101

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **MAP OF DEDICATION OF WEST CALISTOGA DRIVE - PHASE 4**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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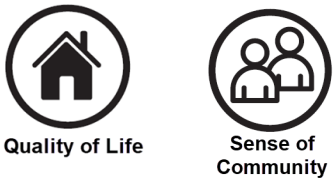
**OTHER PRESENTER(S):**

Jenifer Meyers, Estrella

## SUMMARY

A Map of Dedication of West Calistoga Drive – Phase 4 needed for utilities and access to various parcels within Estrella being developed .

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Map of Dedication of West Calistoga Drive – Phase 4, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## STIPULATIONS

1. Prior to recordation of the Map of Dedication of West Calistoga Drive – Phase 2, Owner shall submit an updated title report for the property included within the map of dedication and shall modify the map of dedication to reflect the current ownership and current lender, including on map of dedication 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 included in the map of dedication. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the Map of Dedication of West Calistoga Drive – Phase 2 required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The Dedication Section in the Map of Dedication of West Calistoga Drive – Phase 2 shall be

replaced with the language reflected in Attachment 2 (Replacement Language) prior to recordation of the MOD and the mylars that are to be recorded shall reflect the Replacement Language.

## 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

On August 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located within Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39-9.40, 9.41, and 9.42.

## STAFF ANALYSIS

Estrella North, LLC, the developer of Estrella is processing final plats for Estrella Parcels 9.7, 9.18, 9.21, 9.39-9.40, 9.41, and 9.42 (collectively the “Parcel 9 Final Plats”), some if not all are being presented concurrently with the Map of Dedication of West Calistoga Drive – Phase 4. The utilities needed for the City to provide service to the property within the Parcel 9 Final Plats are to be located within the section of West Calistoga Drive included within the Map of Dedication of West Calistoga Drive – Phase 4 and within the section of West Mountain Vista included within the Map of Dedication of West Mountain Vista Drive – Phase 2 being presented concurrently with the Map of Dedication of West Calistoga Drive – Phase 4. Access to certain of the Parcel 9 Final Plats will be from the section of West Calistoga Drive included within the Map of Dedication of West Calistoga Drive – Phase 4.

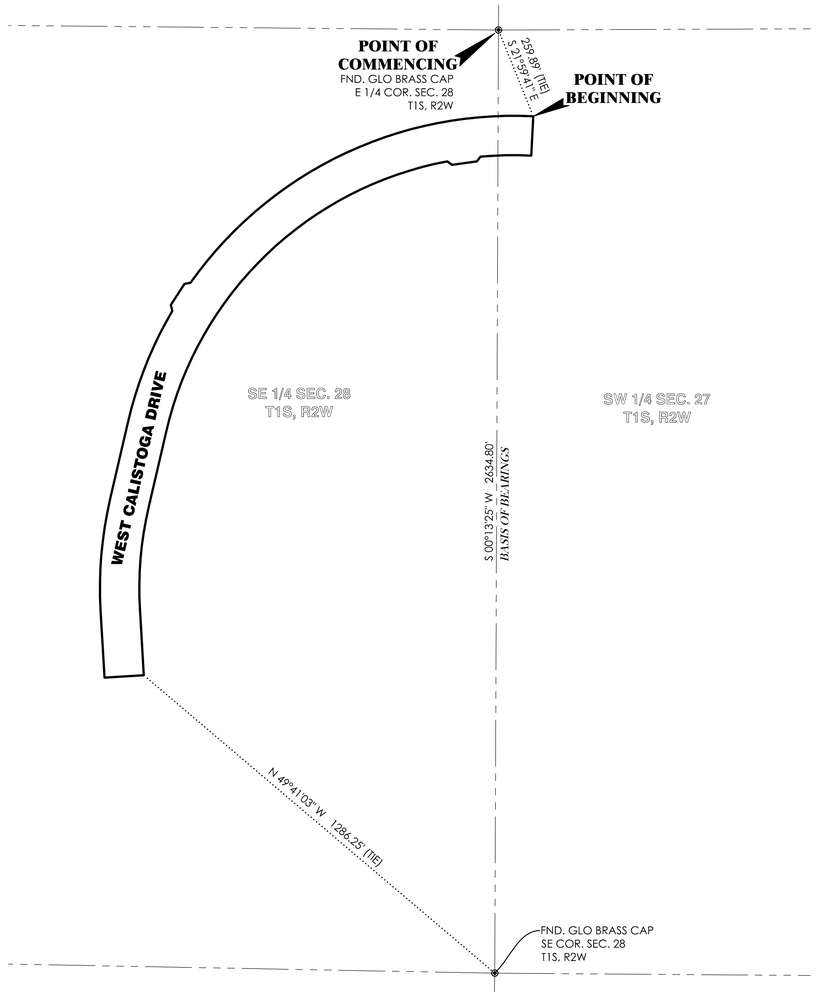
Staff is recommending approve of the Map of Dedication of West Calistoga Drive – Phase 4 as the right-of-way being dedicated is needed to support the development of the property located within the Parcel 9 Final Plats.

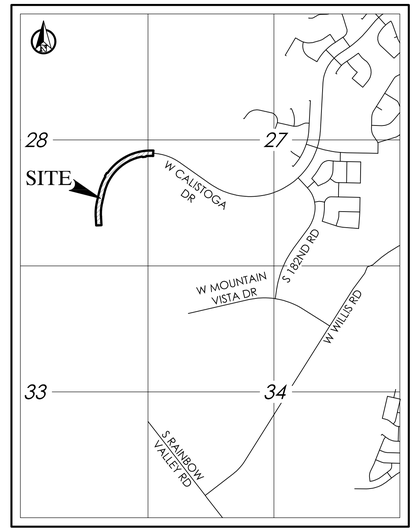
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**Attachments**

1. Map of Dedication of West Calistoga Drive – Phase 4
2. Replacement Language

# MAP OF DEDICATION
OF
# "WEST CALISTOGA DRIVE - PHASE 4"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA




**VICINITY MAP**
N.T.S.

## LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 1 South, 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 GLO brass cap for the East Quarter corner of said Section 28, from which a found GLO brass cap for the Southeast corner of said Section 28 bears South 00 deg. 13 min. 25 sec. West (Basis of Bearings) - 2,634.80 feet;

**THENCE** South 21 deg. 59 min. 41 sec. East departing said Section line, a distance of 259.89 feet to the terminus line of West Calistoga Drive as shown in the Map of Dedication recorded in Book 1288 of Maps, Page 16 of the Records of Maricopa County, Arizona, said point being the **TRUE POINT OF BEGINNING**;

**THENCE** South 02 deg. 54 min. 28 sec. West along said terminus line, a distance of 110.00 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 995.00 feet, a central angle of 08 deg. 10 min. 24 sec., and being subtended by a chord which bears South 88 deg. 49 min. 16 sec. West - 141.82 feet;

**THENCE** in a westerly direction departing said terminus line and continue along said curve to the left, a distance of 141.94 feet;

**THENCE** South 38 deg. 12 min. 30 sec. West non-tangent to said curve, a distance of 16.62 feet;

**THENCE** South 82 deg. 01 min. 39 sec. West, a distance of 70.00 feet;

**THENCE** North 54 deg. 09 min. 11 sec. West, a distance of 16.62 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 995.00 feet, a central angle of 66 deg. 15 min. 13 sec., and being subtended by a chord which bears South 46 deg. 11 min. 38 sec. West - 1,087.52 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 1,150.56 feet;

**THENCE** South 13 deg. 04 min. 02 sec. West tangent to said curve, a distance of 220.80 feet to a Point of Curvature of a circular curve to the left, having a radius of 995.00 feet, a central angle of 16 deg. 26 min. 36 sec., and being subtended by a chord which bears South 04 deg. 50 min. 44 sec. West - 284.57 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 285.55 feet;

**THENCE** South 03 deg. 22 min. 34 sec. East tangent to said curve, a distance of 184.66 feet;

**THENCE** South 86 deg. 37 min. 26 sec. West, a distance of 110.00 feet;

**THENCE** North 03 deg. 22 min. 34 sec. West, a distance of 184.66 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,105.00 feet, a central angle of 16 deg. 26 min. 36 sec., and being subtended by a chord which bears North 04 deg. 50 min. 44 sec. East - 316.03 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 317.12 feet;

**THENCE** North 13 deg. 04 min. 02 sec. East tangent to said curve, a distance of 220.80 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,105.00 feet, a central angle of 17 deg. 21 min. 13 sec., and being subtended by a chord which bears North 21 deg. 44 min. 39 sec. East - 333.40 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 334.68 feet;

**THENCE** North 12 deg. 32 min. 21 sec. West non-tangent to said curve, a distance of 17.47 feet;

**THENCE** North 32 deg. 51 min. 31 sec. East, a distance of 70.02 feet;

**THENCE** North 79 deg. 35 min. 15 sec. East, a distance of 17.09 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,105.00 feet, a central angle of 57 deg. 36 min. 41 sec., and being subtended by a chord which bears North 64 deg. 06 min. 08 sec. East - 1,064.87 feet;

**THENCE** in a northeasterly direction along said curve to the right, a distance of 1,111.09 feet to the **POINT OF BEGINNING**, containing 240.665 square feet or 5.525 acres of land, more or less.

## DEDICATION

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

KNOW ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS SHOWN ON SAID MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

IN WITNESS WHEREOF:

THAT 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 _____, 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: _____
NAME: TIMOTHY P. BRISLIN
TITLE: AUTHORIZED REPRESENTATIVE

## ACKNOWLEDGEMENT

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED TIMOTHY P. BRISLIN, AS AUTHORIZED REPRESENTATIVE OF HARVARD INVESTMENTS, INC., A NEVADA CORPORATION, AS MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, AS SOLE MEMBER AND MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING MAP OF DEDICATION FOR THE PURPOSES THEREIN CONTAINED..

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

## APPROVALS

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

THIS _____ DAY OF _____, 20___

BY: _____ ATTEST:_____
MAYOR GEORGIA LORD CLERK

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

THIS _____ DAY OF _____, 20___

BY:_____
SUMEET MOHAN, CITY ENGINEER

## SHEET INDEX


SHEET 1 COVER
SHEET 2 PLAT


## GROSS AREA

240,667 SQ. FT.
5.525 ACRES

## BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. BEARING: SOUTH 00°13'25" WEST

OWNER/DEVELOPER:
**ESTRELLA NORTH, LLC**
17700 N. PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
CONTACT: TIMOTHY P. BRISLIN

## 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 COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
8/7/2023
ARIZONA, U.S.A.

BY: JOSHUA S. MOYSES, R.L.S. #47373
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE., SUITE 4
TEMPE, ARIZONA 85282
(480) 272-7634

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT 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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
8/7/2023
ARIZONA, U.S.A.

BY: JOHN N. ROGERS, R.L.S. #54332
GMcivil
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES 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.

PREPARED: August 2023

SHEET 1 OF 2

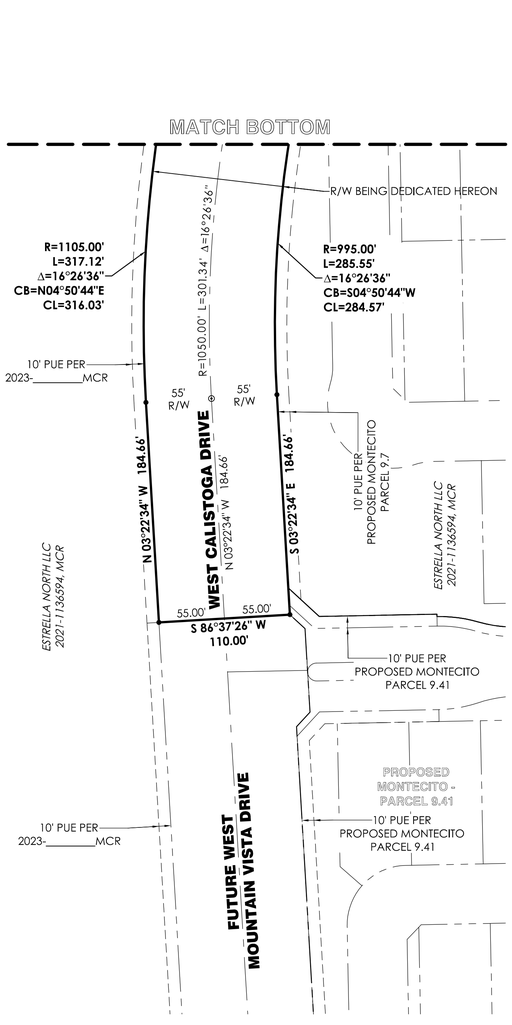
PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

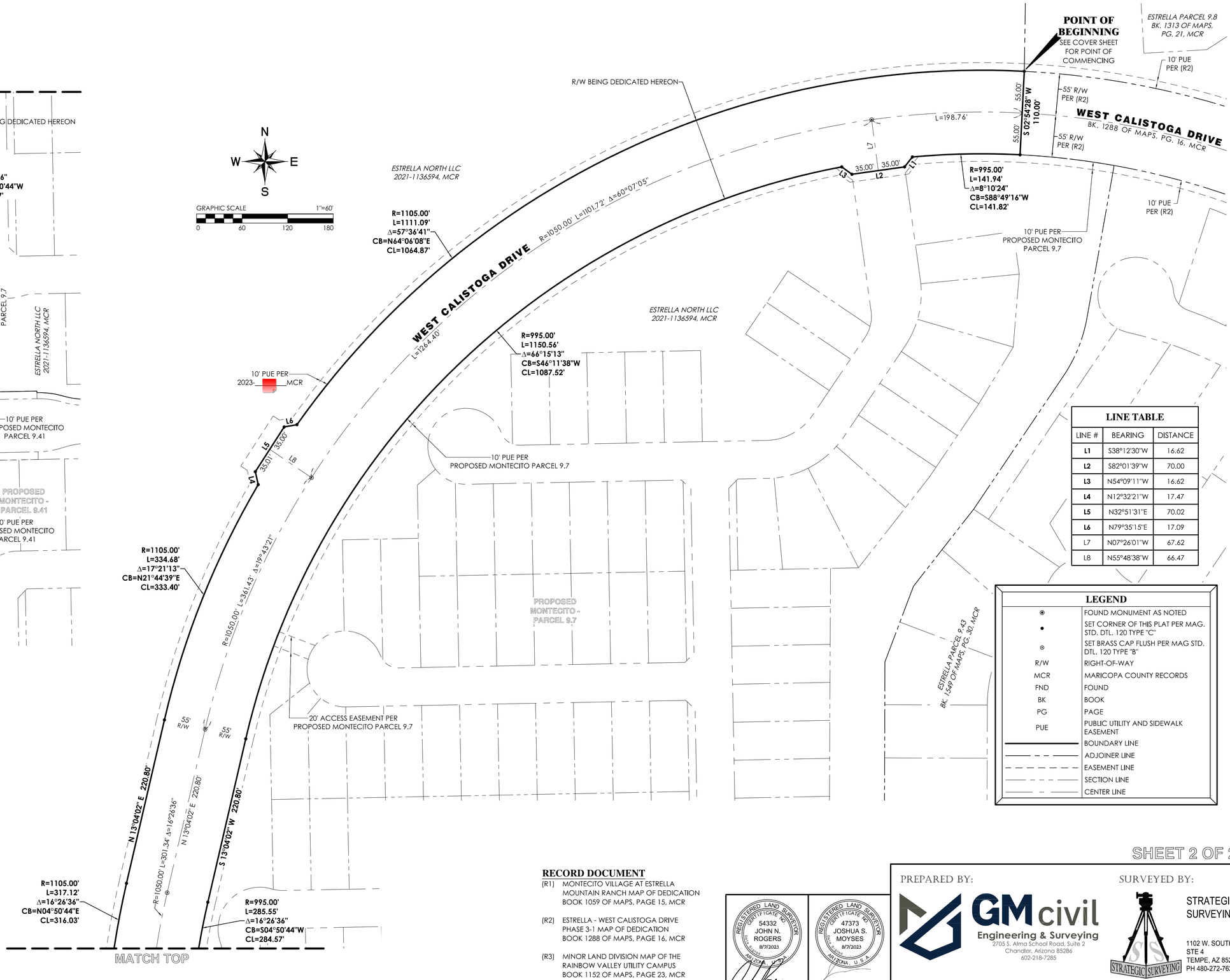
SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

CASE NO.
21-2300

"MAP OF DEDICATION OF WEST CALISTOGA DRIVE – PHASE 4"

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| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | S38°12'30"W | 16.62 |
| L2 | S82°01'39"W | 70.00 |
| L3 | N54°09'11"W | 16.62 |
| L4 | N12°32'21"W | 17.47 |
| L5 | N32°51'31"E | 70.02 |
| L6 | N79°35'15"E | 17.09 |
| L7 | N07°26'01"W | 67.62 |
| L8 | N55°48'38"W | 66.47 |

| LEGEND | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120 TYPE "C" |
| ⊙ | SET BRASS CAP FLUSH PER MAG STD. DTL. 120 TYPE "B" |
| R/W | RIGHT-OF-WAY |
| MCR | MARICOPA COUNTY RECORDS |
| FND | FOUND |
| BK | BOOK |
| PG | PAGE |
| PUE | PUBLIC UTILITY AND SIDEWALK EASEMENT |
| ——— | BOUNDARY LINE |
| ——— | ADJOINER LINE |
| - - - - | EASEMENT LINE |
| ——— | SECTION LINE |
| ——— | CENTER LINE |

**RECORD DOCUMENT**

(R1) MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH MAP OF DEDICATION BOOK 1059 OF MAPS, PAGE 15, MCR

(R2) ESTRELLA - WEST CALISTOGA DRIVE PHASE 3-1 MAP OF DEDICATION BOOK 1288 OF MAPS, PAGE 16, MCR

(R3) MINOR LAND DIVISION MAP OF THE RAINBOW VALLEY UTILITY CAMPUS BOOK 1152 OF MAPS, PAGE 23, MCR

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
8/7/2023
MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
8/7/2023
MARICOPA COUNTY, ARIZONA, U.S.A.

PREPARED BY:

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:

STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"MAP OF DEDICATION OF WEST CALISTOGA DRIVE - PHASE 4"

CASE NO.
21-2300

SHEET 2 OF 2

W:\10841A - Estrella Calistoga\COGO\MOD\CALISTOGA\10841A-MOD-CALISTOGA4.dwg

# ATTACHMENT 2
# REPLACEMENT LANGUAGE

REPLACE DEDICATION SECTION WITH THE FOLLOWING:

DECLARATION AND DEDICATION

THAT ESTRELLA NORTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS OWNER OF THE PROPERTY SITUATED AT A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33, AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND MAPPED HEREON, HEREBY PUBLISHES THIS MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2 AND DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET RIGHT-OF-WAY WITHIN THE ABOVE DESCRIBED PREMISES BEING CONVEYED AND DEDICATED HEREON.

ESTRELLA NORTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR , IN FEE, THE STREET AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF ESTRELLA NOTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND ESTRELLA NORTH L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HAVE JOINED IN THIS DOCUMENT.

IN WITNESS WHEREOF: ESTRELLA NORTH L.L.C., 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 THIS _____ DAY OF _____ 2024.

ESTRELLA NORTH L.L.C.,
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
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC.
A NEVADA CORPORATION
ITS: MANAGER

BY:_____
NAME:_____
TITLE:_____

BY:_____
NAME:_____
TITLE:_____

STATE OF ARIZONA )
)SS.
COUNTY OF MARICOPA )

THIS MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2 WAS ACKNOWLEDGED BEFORE ME THIS____ DAY OF _____, 2024 BY _____ THE _____ OF HARVARD INVESTMENTS, INC., A NEVADA CORPORATION AND BY _____, THE _____ OF HARVARD INVESTMENTS, INC., A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, THE SOLE MEMBER AND MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

INSERT LENDER CONSENT LANGUAGE

LENDER CONSENT

THE UNDERSIGNED, AS THE BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT) DATED MAY 9, 2022 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493 AS MODIFIED BY THAT CERTAIN MEMORANDUM OF MODIFICATION OF CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT) DATED DECEMBER 15, 2023 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2023-0643690 (COLLECTIVELY THE "DEED OF TRUST") ENCUMBERING THE PROPERTY SUBJECT TO THIS MAP OF DEDICATION OF WEST MOUNTAIN VISTA DRIVE – PHASE 2, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF SAID MAP OF DEDICATION AND DOES HEREBY RELEASE FROM THE DEED OF TRUST THEREBY THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON SAID MAP OF DEDICATION. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE 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 DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY SECURED THEREUNDER. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT ON BEHALF OF THE BENEFICIARY UNDER THE DEED OF TRUST.

**WESTERN ALLIANCE BANK,**
**AN ARIZONA CORPORATION**

BY:_____
ITS:_____

STATE OF _____ )
) SS
COUNTY OF _____ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024 BY _____ AS AUTHORIZED SIGNATORY OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION , ON BEHALF OF SAID ENTITY.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

ITEM #: 12.
DATE: 06/24/2024
AI #:2097

# CITY COUNCIL ACTION REPORT

**SUBJECT: FINAL PLAT OF MONTECITO PARCELS 9.39 & 9.40**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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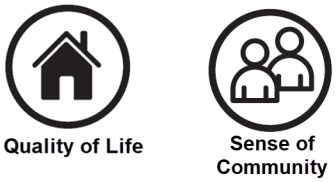
**OTHER PRESENTER(S):**

Jennifer Meyers, Estrella

## SUMMARY

A Final Plat of Montecito Parcels 9.39 & 9.40 subdividing approximately 45.4 acres into 97 lots and 12 tracts south of West Calistoga Drive and north of the proposed extension of West Mountain Vista Drive (the “Property”). The typical lot size is 65 feet wide aby 120 feet deep.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Final Plat of Montecito Parcels 9.39 and 9.40, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## STIPULATIONS

1. Prior to recordation of the Final Plat of Montecito Parcels 9.39 & 9.40 (the “Final Plat”), Owner shall submit an updated title report for the property included within the Final Plat and shall modify the 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 platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 is to be constructed in conjunction with

vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance No. 2022-1544 that includes the 351st lot created by all final plats recorded after August 29, 2022 that includes any of the property subject to Ordinance No. 2022-1544. This includes, but is not limited to, the final plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42 within the Montecito Planned Ara Development that are being presented to Council concurrently with the Final Plat of Montecito Parcels 9.39 & 9.40. If the recordation of this Final Plat of Montecito Parcels 9.39 & 9.40 includes the 351st lot, the park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 shall be constructed in conjunction with vertical construction within this Final Plat; and

4. Prior to the recordation of the Final Plat of Montecito Parcels 9.39 & 9.40, the Map of Dedication for W. Calistoga Drive – Phase 4 and the Map of Dedication for W. Mountain Vista Dr. – Phase 2 being presented to council concurrently with this Final Plat shall be approved and recorded.

## 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 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located with Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42.

## STAFF ANALYSIS

Preliminary plat for Estrella Parcels 9.39 & 9.40 and 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. Further, 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.

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**Attachments**

1. Final Plat
2. Preliminary Plat CAR
3. Aerial Map

# FINAL PLAT
OF
# "MONTECITO - PARCEL 9.39 & 9.40"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27,
THE SOUTHEAST QUARTER OF SECTION 28,
THE NORTHEAST QUARTER OF SECTION 33, AND
THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, 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 ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME OF "MONTECITO - PARCEL 9.39 & 9.40", A PORTION OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS, SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), HEREBY DECLARES ALL TRACTS A, B, C, D, E, F, G, H, I, J, K, AND L, INCLUSIVE AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION TRACTS A, B, C, D, E, F, G, H, I, J, K, AND L INCLUSIVE FOR THE PURPOSE 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, G, H, I, J, K, AND L INCLUSIVE, AND IN LOTS, DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENTS AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, K AND L ON THIS FINAL PLAT AND 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 PREMISES DESCRIBED HEREIN 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 OPERATING, 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

## DEDICATION CONT...

TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, B, K and L.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L/E GRANTED HEREON. IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") GRANTING THIS EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING, ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, PREPAIR, AND REPLACE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. ESTRELLA FOOTHILLS 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. ESTRELLA FOOTHILLS 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 INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN. ESTRELLA FOOTHILLS 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 THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON 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, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND ESTRELLA FOOTHILLS 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.

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 _____, 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: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGEMENT

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 20____ BY _____, THE _____ OF HARVARD INSTRUMENTS, INC. A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR FP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERSHIP, THE SOLE MEMBER MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

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 ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B, C, D, E, F, G, H, I, J, K AND L REFLECTED HEREIN, THE DEDICATION OF THE VEHICLE NON-ACCESS EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE _____ DAY OF _____, 20___

ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

BY:_____

NAME:_____

ITS:_____

## ACKNOWLEDGEMENT

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ESTRELLA FOOTHILLS 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 _____

## APPROVALS

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

THIS _____ DAY OF _____, 20___

BY: _____ ATTEST:_____
JOE PIZZILLO, MAYOR DARCIE McCRACKEN, CLERK

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

THIS _____ DAY OF _____, 20___

BY:_____
STEVE SCINTO, CITY ENGINEER

## LENDER'S CONSENT AND SUBORDINATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED APRIL 8, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493, 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, AN ARIZONA CORPORATION

BY:_____
AUTHORIZED REPRESENTATIVE

DATE:_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____ AS _____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

## H.O.A. NOTE

THE PROJECT WILL BE INCORPORATED INTO THE EXISTING ESTRELLA FOOTHILLS ASSOCIATION

## BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. BEARING: NORTH 00°13'25" EAST

## FLOOD PLAIN

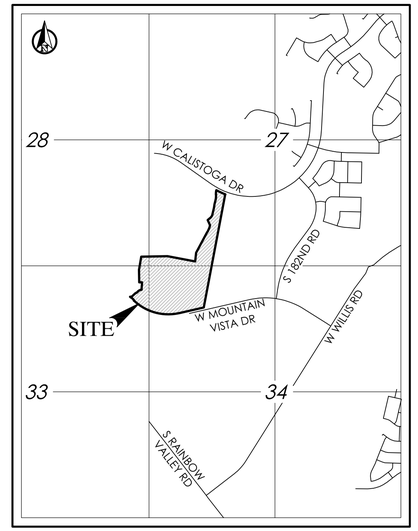
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C2625M, DATED NOVEMBER 4, 2015, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND ZONE "A" DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED.

## UTILITY SERVICES

WATER----------CITY OF GOODYEAR
SEWER----------CITY OF GOODYEAR
FIRE----------CITY OF GOODYEAR
ELECTRIC----------APS
NATURAL GAS----------SOUTHWEST GAS
TELEPHONE----------CENTURY LINK
RECLAIMED WATER----------NEWLAND

## SHEET INDEX


SHEET 1 COVER SHEET
SHEET 2 DETAIL SHEET
SHEET 3 KEY MAP, LEGAL DESCRIPTION, LEGEND
SHEET 4-7 FINAL PLAT SHEETS


VICINITY MAP
N.T.S.

## 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 COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
9/16/2024
ARIZONA, U.S.A.

BY: JOSHUA S. MOYSES, R.L.S. #47373
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE., SUITE 4
TEMPE, ARIZONA 85282
(480) 272-7634

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT 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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
9/16/2024
ARIZONA, U.S.A.

BY: JOHN N. ROGERS, R.L.S. #54332
GMcivil
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES 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.

All improvements related to Parcel 9.7, 9.39/9.40, 9.41, 9.42, Mountain Vista Drive Phase 2, Calistoga Drive Phase 4, and Wash I-66 Channelization plans are to be constructed concurrently.

DATE PREPARED: MARCH 2024




PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634


"FINAL PLAT OF MONTECITO - PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39&9.40\10922A-FPLAT PH 9.39 & 9.40-SHEETS.dwg

## 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 OF 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 SO 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 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.

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 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.

6. STRUCTURES WITHIN UNOBSTRUCTED VIEW 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 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.

7. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

8. THIS 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 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.

9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

## NOTES CONT...

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.

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, 17, 31, 43, 49, 50, 61, 62, 72, 73, 80, 81, 88, 92 AND 94.

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 LOTS 9, 18, 34, 41 AND 71.

18. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE OPPOSITE THE ADJACENT REAR LOT LINE, THIS INCLUDES LOTS 91 AND 95.

19. THE ESTRELLA FOOTHILLS 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.

20. 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.

21. ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE OF TRACTS A, B, C, D, E, F, G, H, I, J, K, AND L INCLUSIVE, UNTIL SUCH TIME AS THE RESPONSIBILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.

22. ALL PROPOSED DWELLINGS SHALL BE SINGLE FAMILY/DETACHED.

23. COMMON AREAS DECLARED ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION.

24. 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.

25. 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).

26. RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.

27. ALL ONSITE AND OFFSITE INFRASTRUCTURE IMPROVEMENTS THAT WILL SERVE THE PROPERTY SHALL BE CONSTRUCTED PURSUANT TO THE APPROVED PLANS IN ONE PHASE.

28. TYPICAL SIDE STREET TRACTS ARE 10' WIDE.

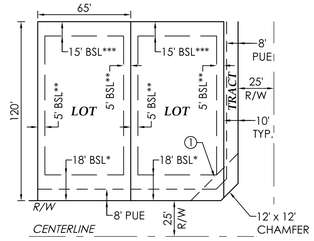
29. THIS DEVELOPMENT IS IN PROXIMITY TO PROPERTY WITH PERMITTED COMMERCIAL USES AND MAY THEREFORE BE SUBJECT TO POTENTIAL NOISE INTRUSION, TRAFFIC AND ALL OTHER EFFECTS ASSOCIATED WITH SUCH A USE.

30. THE NEAREST FIRE STATION TO THIS SUBDIVISION IS STATION NO. 182, WHICH IS LOCATED AT THE NORTHEAST CORNER OF S. ESTRELLA PARKWAY AND S. 175TH DRIVE. THIS STATION IS LOCATED APPROXIMATELY 3.8 MILES FROM THE SUBDIVISION.

31. MONTECITO - PARCEL 9.39 & 9.40 IS SUBJECT TO ODOR AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE WATER RECLAMATION FACILITY. 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 THE WATER RECLAMATION FACILITY NEAR AND OVER THE AREA.

32. UNLESS AN APPROVED AMENDMENT TO THE RECORDED DOCUMENT 2006-0299531 IS APPROVED, NO CONSTRUCTION PERMITS FOR SINGLE FAMILY RESIDENCES SHALL BE ISSUED WITHIN THE 1,000 FOOT SETBACK FROM THE RAINBOW VALLEY WASTEWATER TREATMENT PLANT IDENTIFIED IN THAT CERTAIN DOCUMENT TITLE LAND USE AGREEMENT AND PERPETUAL EASEMENT RESTRICTING LAND USES ADJACENT TO THE RAINBOW VALLEY WATER RECLAMATION FACILITY AND PROVIDING FOR NOISE AND ODOR SETBACKS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NUMBER 2006-0299531.

33. NO CONSTRUCTION PERMITS FOR SINGLE FAMILY RESIDENCES SHALL BE ISSUED WITHIN THE 350 FOOT SETBACK FROM THE RAINBOW VALLEY WASTEWATER TREATMENT PLANT IDENTIFIED IN THE CERTAIN DOCUMENT TITLE LAND USE AGREEMENT AND PERPETUAL EASEMENT RESTRICTING LAND USES ADJACENT TO THE RAINBOW VALLEY WATER RECLAMATION FACILITY AND PROVIDING FOR NOISE AND ODOR SETBACKS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NUMBER 2006-0299531.




**TYPICAL 65' x 120' LOT DETAIL**
N.T.S.

SETBACKS AND DEVELOPMENT STANDARDS PER SFD-60 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SETBACK TO SIDE ENTRY GARAGE OR LIVABLE SPACE IS 10 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET. PER THE PAD REQUIREMENTS FOR FRONT YARD SETBACKS: "FRONT FACING DRIVEWAYS SHALL NOT BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM THE BACK OF SIDEWALKS, OR RIGHT-OF-WAY LINE IF NO SIDEWALK IS PROVIDED, TO THE FRONT FACE OF A GARAGE".

**AWNINGS BAY WINDOWS, FIREPLACES, AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK.

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

**LOT AREA TABLE**

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 1 | 7800 | 0.179 |
| 2 | 7800 | 0.179 |
| 3 | 7800 | 0.179 |
| 4 | 8500 | 0.195 |
| 5 | 7860 | 0.180 |
| 6 | 7800 | 0.179 |
| 7 | 7800 | 0.179 |
| 8 | 7800 | 0.179 |
| 9 | 7800 | 0.179 |
| 10 | 7800 | 0.179 |
| 11 | 7800 | 0.179 |
| 12 | 7800 | 0.179 |
| 13 | 7800 | 0.179 |
| 14 | 7758 | 0.178 |
| 15 | 12944 | 0.297 |
| 16 | 8348 | 0.192 |
| 17 | 7800 | 0.179 |
| 18 | 7800 | 0.179 |
| 19 | 7800 | 0.179 |
| 20 | 7800 | 0.179 |
| 21 | 7800 | 0.179 |
| 22 | 7800 | 0.179 |
| 23 | 7800 | 0.179 |
| 24 | 8051 | 0.185 |
| 25 | 8374 | 0.192 |
| 26 | 8313 | 0.191 |
| 27 | 7983 | 0.183 |
| 28 | 7800 | 0.179 |
| 29 | 7800 | 0.179 |
| 30 | 7800 | 0.179 |
| 31 | 7798 | 0.179 |
| 32 | 7800 | 0.179 |
| 33 | 7800 | 0.179 |

**LOT AREA TABLE**

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 34 | 7800 | 0.179 |
| 35 | 7800 | 0.179 |
| 36 | 7800 | 0.179 |
| 37 | 7800 | 0.179 |
| 38 | 7800 | 0.179 |
| 39 | 7877 | 0.181 |
| 40 | 7800 | 0.179 |
| 41 | 7800 | 0.179 |
| 42 | 7800 | 0.179 |
| 43 | 7798 | 0.179 |
| 44 | 8600 | 0.197 |
| 45 | 13754 | 0.316 |
| 46 | 10207 | 0.234 |
| 47 | 7800 | 0.179 |
| 48 | 7800 | 0.179 |
| 49 | 7800 | 0.179 |
| 50 | 7798 | 0.179 |
| 51 | 7800 | 0.179 |
| 52 | 7800 | 0.179 |
| 53 | 7800 | 0.179 |
| 54 | 7870 | 0.181 |
| 55 | 8241 | 0.189 |
| 56 | 8241 | 0.189 |
| 57 | 8040 | 0.185 |
| 58 | 7800 | 0.179 |
| 59 | 7800 | 0.179 |
| 60 | 7800 | 0.179 |
| 61 | 7798 | 0.179 |
| 62 | 7798 | 0.179 |
| 63 | 7800 | 0.179 |
| 64 | 7800 | 0.179 |
| 65 | 7800 | 0.179 |
| 66 | 8028 | 0.184 |

**LOT AREA TABLE**

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 67 | 8220 | 0.189 |
| 68 | 8134 | 0.187 |
| 69 | 7800 | 0.179 |
| 70 | 7800 | 0.179 |
| 71 | 7800 | 0.179 |
| 72 | 7800 | 0.179 |
| 73 | 7800 | 0.179 |
| 74 | 7953 | 0.183 |
| 75 | 8470 | 0.194 |
| 76 | 8165 | 0.187 |
| 77 | 7800 | 0.179 |
| 78 | 7800 | 0.179 |
| 79 | 7800 | 0.179 |
| 80 | 7798 | 0.179 |
| 81 | 7798 | 0.179 |
| 82 | 7800 | 0.179 |
| 83 | 7800 | 0.179 |
| 84 | 7800 | 0.179 |
| 85 | 8180 | 0.188 |
| 86 | 8411 | 0.193 |
| 87 | 7800 | 0.179 |
| 88 | 7798 | 0.179 |
| 89 | 7798 | 0.179 |
| 90 | 7800 | 0.179 |
| 91 | 7800 | 0.179 |
| 92 | 7800 | 0.179 |
| 93 | 7800 | 0.179 |
| 94 | 7800 | 0.179 |
| 95 | 7800 | 0.179 |
| 96 | 7800 | 0.179 |
| 97 | 7800 | 0.179 |

**TRACT SUMMARY TABLE**

| TRACT | AREA (SQ. FT.) | AREA (ACRES) | USAGE | OWNER/MAINTENANCE RESPONSIBILITY | PASSIVE/ACTIVE |
|---|---|---|---|---|---|
| TRACT A | 34490 | 0.792 | DRAINAGE, PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT B | 324956 | 7.460 | DRAINAGE, PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT C | 38887 | 0.893 | PUE, LS, OS, PARK | H.O.A. | ACTIVE |
| TRACT D | 2628 | 0.060 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT E | 2628 | 0.060 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT F | 2260 | 0.052 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT G | 5170 | 0.119 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT H | 7147 | 0.164 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT I | 2260 | 0.052 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT J | 1130 | 0.026 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT K | 433785 | 9.958 | DRAINAGE, PUE, LS, OS, GE, SE | H.O.A. | PASSIVE |
| TRACT L | 16393 | 0.376 | DRAINAGE, PUE, LS, OS | H.O.A. | PASSIVE |

**TRACT USAGE LEGEND**

| | |
|---|---|
| PUE | PUBLIC UTILITY EASEMENT |
| LS | LANDSCAPE |
| OS | OPEN SPACE |
| GE | GAS EASEMENT |
| SE | SEWER EASEMENT |

**MAINTENANCE LEGEND**

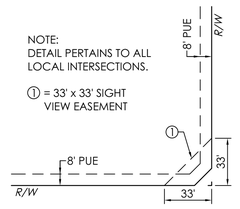
H.O.A. ESTRELLA FOOTHILLS ASSOCIATION

| CALCULATION OF ADJUSTED GROSS AREA | |
|---|---|
| AREA OF LOCAL STREET ROW | 7.57 |
| PLUS AREA SUBDIVIDED INTO LOTS | 17.86 |
| AREA SUBTOTAL | 25.43 |
| APPLY 15% OPEN SPACE FACTOR (CONSTANT) | 0.85 |
| ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) | 29.92 |

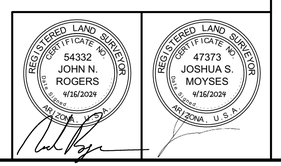
| EDU DENSITY CALCULATION | |
|---|---|
| NUMBER OF DWELLING UNITS | 97 |
| DIVIDED BY ADJUSTED GROSS AREA | 29.92 |
| ADJUSTED GROSS DENSITY | 3.24 |

| EDU CALCULATION | |
|---|---|
| NUMBER OF DWELLING UNITS | 97 |
| EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU) | 1.00 |
| NUMBER OF EDU'S REQUIRED FOR PROJECT (97 X 1.00 =97.00) | 97.00 |

| SITE DATA | | |
|---|---|---|
| DESCRIPTION | SQUARE FEET | ACRES |
| GROSS AREA | 1,979,504 | 45.443 |
| STREET ROW | 329,663 | 7.568 |
| NET AREA | 1,649,841 | 37.875 |
| LOT SIZE (TYP.) | 65' x 120' | |
| TOTAL LOTS | 97 | |
| AREA SUBDIVIDED INTO LOTS | 778,107 | 17.863 |
| GROSS DENSITY | 2.13 | |
| OPEN SPACE | 871,734 | 20.012 |
| % OF GROSS AREA IN O.S. | 44.038% | |
| % OF PASSIVE AREA IN O.S. | 95.539% | |
| % OF ACTIVE AREA IN O.S. | 4.461% | |
| EXISTING ZONING | P.A.D. | |




**TYPICAL S.V.E. DETAIL FOR LOCAL STREETS**
N.T.S.




DATE PREPARED: MARCH 2024



PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"FINAL PLAT OF MONTECITO - PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39&9.40\10922A-FPLAT PH 9.39 & 9.40 SHEETS.dwg

## LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27, the Southeast Quarter of Section 28, the Northeast Quarter of Section 33, and the Northwest Quarter of Section 34 Township 1 South, 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 GLO brass cap for the Southeast corner of said Section 28, from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2,634.80 feet;

**THENCE** North 44 deg. 39 min. 41 sec. West departing said Section line, a distance of 240.23 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 550.17 feet;

**THENCE** South 79 deg. 14 min. 01 sec. East, a distance of 590.30 feet;

**THENCE** North 06 deg. 30 min. 26 sec. East, a distance of 184.37 feet;

**THENCE** North 28 deg. 04 min. 45 sec. East, a distance of 470.00 feet;

**THENCE** North 31 deg. 41 min. 56 sec. East, a distance of 47.09 feet;

**THENCE** North 24 deg. 18 min. 42 sec. East, a distance of 75.73 feet;

**THENCE** North 14 deg. 34 min. 39 sec. East, a distance of 54.10 feet;

**THENCE** North 24 deg. 36 min. 35 sec. West, a distance of 121.07 feet;

**THENCE** North 52 deg. 16 min. 54 sec. East, at 6.78 feet pass the Southeast corner of Estrella Parcel 9.43 as recorded in Book 1549 of Maps, Page 30 of Maricopa County Records (MCR), continue a total distance of 59.26 feet to a Point of Curvature of a circular curve to the left, having a radius of 150.00 feet, a central angle of 39 deg. 09 min. 47 sec., and being subtended by a chord which bears North 32 deg. 42 min. 00 sec. East - 100.54 feet;

**THENCE** in a northeasterly direction along said curve to the left and the East line of said Parcel 9.43, a distance of 102.53 feet;

**THENCE** North 13 deg. 07 min. 07 sec. East tangent to said curve, a distance of 142.81 feet;

**THENCE** North 09 deg. 01 min. 59 sec. East along said East line, a distance of 70.18 feet;

**THENCE** North 13 deg. 07 min. 07 sec. East along said East line, a distance of 102.46 feet to a Point of Curvature of a circular curve to the left, having a radius of 300.00 feet, a central angle of 19 deg. 47 min. 54 sec., and being subtended by a chord which bears North 03 deg. 13 min. 10 sec. East - 103.15 feet;

**THENCE** in a northerly direction along said curve to the left along said East line, a distance of 103.66 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 225.00 feet, a central angle of 23 deg. 25 min. 02 sec., and being subtended by a chord which bears North 05 deg. 01 min. 44 sec. East - 91.32 feet;

**THENCE** in a northerly direction along said curve to the right along said East line, a distance of 91.96 feet to the Northeast corner of said Parcel 9.43 and being in the South right-of-way line of West Calistoga Drive as recorded in Book 966 of Maps, Page 24 (MCR), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,525.00 feet, a central angle of 07 deg. 46 min. 27 sec., and being subtended by a chord which bears South 65 deg. 07 min. 07 sec. East - 206.76 feet;

**THENCE** in a southeasterly direction along said curve to the left and said South right-of-way line, a distance of 206.92 feet to the West line of Montecito Village at Estrella Mountain Ranch Parcel 9.6 as recorded in Book 1179 of Maps, Page 32 (MCR);

**THENCE** South 10 deg. 45 min. 59 sec. West non-tangent to said curve and departing said South right-of-way line and continue along the West line of said Parcel 9.6, at 1,351.00 feet pass the Southwest corner of said Parcel 9.6, continue a total distance of 2,413.12 feet to the North right-of-way line of West Mountain Vista Drive as recorded in Book 1059 of Maps, Page 15 (MCR);

**THENCE** South 77 deg. 03 min. 00 sec. West along said North right-of-way line, at 324.81 feet pass the point of terminus of said right-of-way recorded in Book 1059 of Maps, Page 15 (MCR), continue a total distance of 525.13 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,045.00 feet, a central angle of 56 deg. 26 min. 11 sec., and being subtended by a chord which bears North 74 deg. 43 min. 55 sec. West - 988.21 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 1,029.32 feet;

**THENCE** North 00 deg. 03 min. 38 sec. West non-tangent to said curve, a distance of 16.63 feet;

**THENCE** North 44 deg. 10 min. 28 sec. West, a distance of 70.00 feet;

**THENCE** North 88 deg. 39 min. 09 sec. West, a distance of 16.89 feet;

**THENCE** North 43 deg. 22 min. 07 sec. West, a distance of 22.07 feet;

**THENCE** South 88 deg. 39 min. 09 sec. East, a distance of 33.87 feet;

**THENCE** North 46 deg. 03 min. 49 sec. East, a distance of 88.60 feet;

**THENCE** South 43 deg. 56 min. 11 sec. East, a distance of 2.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 118.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears North 54 deg. 44 min. 03 sec. East - 35.58 feet;

## LEGAL DESCRIPTION CONT...

**THENCE** in a northeasterly direction along said curve to the right, a distance of 35.71 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 102.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears North 54 deg. 44 min. 03 sec. East - 30.75 feet;

**THENCE** in a northeasterly direction along said curve to the left, a distance of 30.87 feet;

**THENCE** North 46 deg. 03 min. 49 sec. East tangent to said curve, a distance of 18.10 feet to a Point of Curvature of a circular curve to the right, having a radius of 133.00 feet, a central angle of 36 deg. 26 min. 29 sec., and being subtended by a chord which bears North 64 deg. 17 min. 03 sec. East - 83.17 feet;

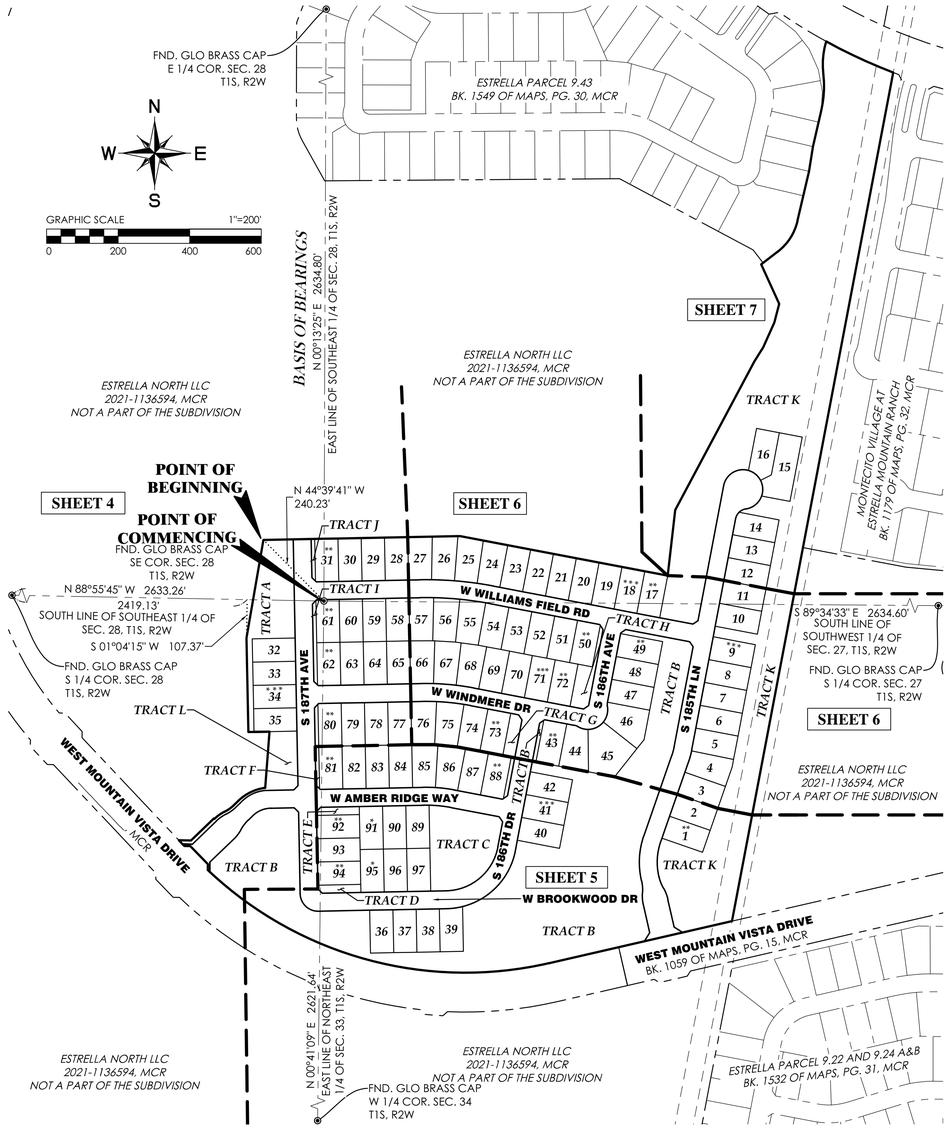
**THENCE** in a northeasterly direction along said curve to the right, a distance of 84.59 feet;

**THENCE** North 04 deg. 23 min. 34 sec. East non-tangent to said curve, a distance of 157.75 feet;

**THENCE** South 88 deg. 53 min. 23 sec. West, a distance of 59.16 feet;

**THENCE** North 01 deg. 06 min. 37 sec. West, a distance of 262.55 feet;

**THENCE** North 09 deg. 46 min. 26 sec. East, a distance of 278.26 feet to the **POINT OF BEGINNING**, containing 1,979,504 square feet or 45.443 acres of land, more or less.



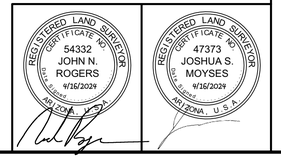

| LEGEND | |
|---|---|
| ⊙ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLE | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| | PLAT BOUNDARY LINE |
| | RIGHT-OF-WAY LINE |
| | ADJOINER LINE |
| | SECTION LINE |
| | EASEMENT LINE |
| | CENTER LINE |
| | MATCH LINE |
| | FLOODPLAIN |

"FINAL PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39,9.40\10922A-FPLAT PH 9.39 & 9.40-SHEETS.dwg

DATE PREPARED: MARCH 2024







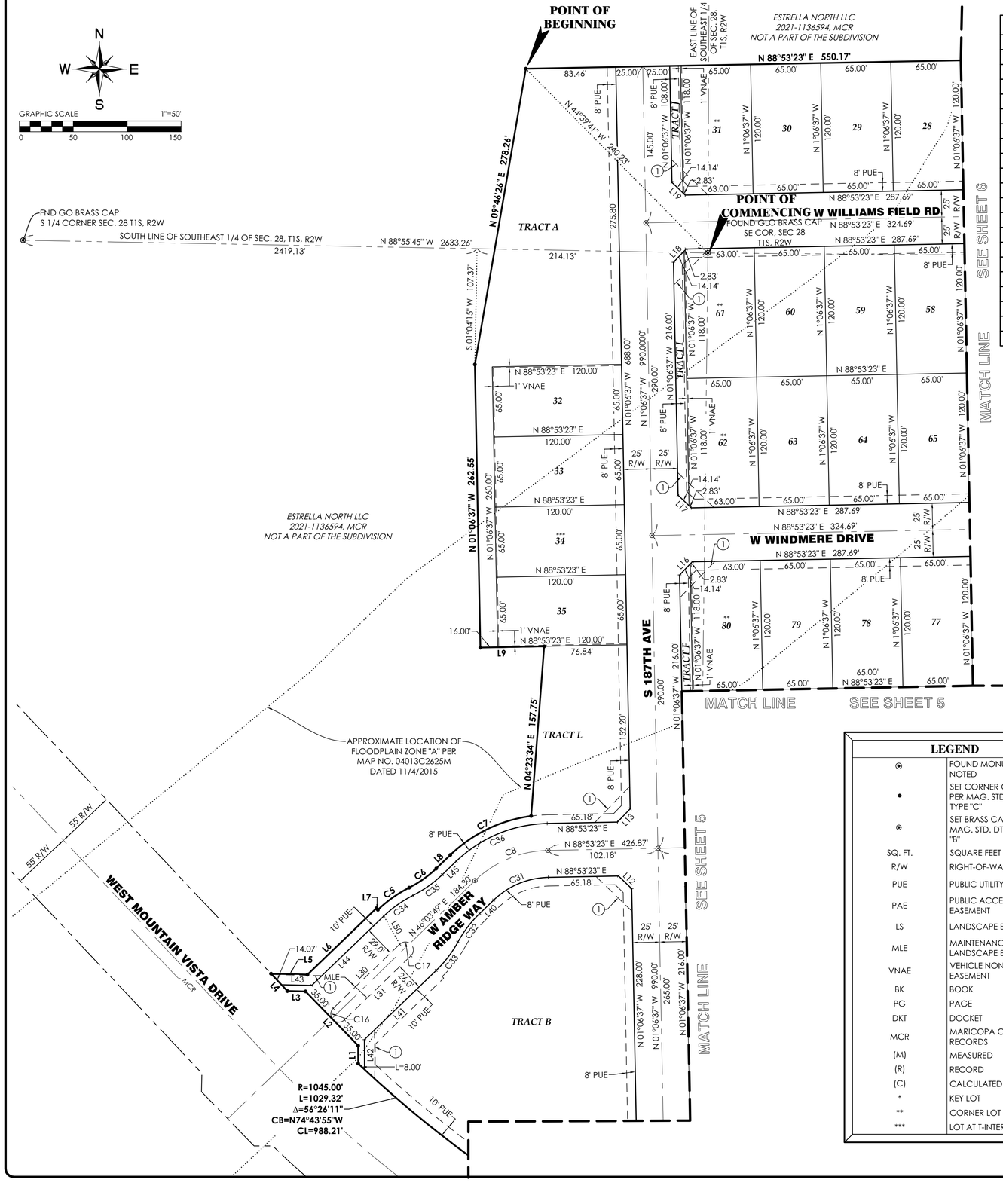


PREPARED BY:

GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:

STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N00°03'38"W | 16.63 |
| L2 | N44°10'28"W | 70.00 |
| L3 | N88°39'09"W | 16.89 |
| L4 | N43°22'07"W | 22.07 |
| L5 | S88°39'09"E | 33.87 |
| L6 | N46°03'49"E | 88.60 |
| L7 | S43°56'11"E | 2.00 |
| L8 | N46°03'49"E | 18.10 |
| L9 | S88°53'23"W | 59.16 |
| L10 | S34°14'01"E | 35.36 |
| L11 | N79°14'01"W | 30.00 |
| L12 | S46°06'37"E | 16.97 |
| L13 | S43°53'23"W | 16.97 |
| L14 | S46°06'37"E | 16.97 |
| L15 | N43°53'23"E | 16.97 |
| L16 | S43°53'23"W | 16.97 |
| L17 | S46°06'37"E | 16.97 |
| L18 | S43°53'23"W | 16.97 |
| L19 | S46°06'37"E | 16.97 |
| L20 | N34°14'01"W | 16.97 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L21 | N55°45'59"E | 16.97 |
| L22 | S34°14'01"E | 16.97 |
| L23 | N55°45'59"E | 16.97 |
| L24 | N55°45'59"E | 16.97 |
| L25 | N55°45'59"E | 16.97 |
| L26 | N34°14'01"W | 16.97 |
| L27 | N55°45'59"E | 16.97 |
| L28 | S34°14'01"E | 16.97 |
| L29 | N46°06'37"W | 16.97 |
| L30 | N46°03'49"E | 85.62 |
| L31 | S46°03'49"W | 85.62 |
| L32 | S12°57'00"E | 73.00 |
| L33 | N12°57'00"W | 73.00 |
| L34 | S57°57'00"E | 28.28 |
| L35 | S32°02'59"W | 28.28 |
| L36 | S12°57'00"E | 80.00 |
| L37 | S12°57'00"E | 80.00 |
| L38 | N12°57'00"W | 1.92 |
| L39 | N12°57'00"W | 1.92 |
| L40 | N46°03'49"E | 18.10 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L41 | N46°03'49"E | 92.48 |
| L42 | N00°10'13"W | 27.67 |
| L43 | N88°39'09"W | 28.14 |
| L44 | S46°03'49"W | 92.77 |
| L45 | S46°03'49"W | 18.10 |
| L46 | N88°53'23"E | 287.69 |
| L47 | S88°53'23"W | 287.69 |
| L48 | N88°53'23"E | 287.69 |
| L49 | S88°53'23"W | 287.69 |
| L50 | N29°26'11"W | 29.95 |
| L51 | S78°02'16"W | 29.00 |
| L52 | N60°57'33"E | 27.06 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 150.00 | 102.53 | 39°09'47" | N32°42'00"E | 100.54 |
| C2 | 300.00 | 103.66 | 19°47'54" | N03°13'10"E | 103.15 |
| C3 | 225.00 | 91.96 | 23°25'02" | N05°01'44"E | 91.32 |
| C4 | 1525.00 | 206.92 | 7°46'27" | S65°07'07"E | 206.76 |
| C5 | 118.00 | 35.71 | 17°20'29" | N54°44'03"E | 35.58 |
| C6 | 102.00 | 30.87 | 17°20'29" | N54°44'03"E | 30.75 |
| C7 | 133.00 | 84.59 | 36°26'29" | N64°17'03"E | 83.17 |
| C8 | 100.00 | 74.75 | 42°49'34" | N67°28'36"E | 73.02 |
| C9 | 400.00 | 82.92 | 11°52'36" | S85°10'19"E | 82.77 |
| C10 | 175.00 | 238.61 | 78°07'24" | N49°49'41"E | 220.55 |
| C11 | 25.00 | 39.27 | 90°00'00" | S46°06'37"E | 35.36 |
| C12 | 690.00 | 143.03 | 11°52'36" | S85°10'19"E | 142.77 |
| C13 | 980.00 | 203.14 | 11°52'36" | S85°10'19"E | 202.78 |
| C14 | 200.00 | 29.27 | 8°23'02" | S14°57'30"W | 29.24 |
| C15 | 200.00 | 112.05 | 32°06'01" | S03°06'01"W | 110.59 |
| C16 | 7.50 | 23.56 | 180°00'00" | N43°56'11"W | 15.00 |
| C17 | 7.50 | 23.56 | 180°00'00" | S43°56'11"E | 15.00 |
| C18 | 7.50 | 23.56 | 180°00'00" | N77°03'00"W | 15.00 |
| C19 | 7.50 | 23.56 | 180°00'00" | S77°03'00"W | 15.00 |
| C20 | 110.00 | 33.29 | 17°20'29" | N21°37'15"W | 33.17 |
| C21 | 110.00 | 33.29 | 17°20'29" | S04°16'45"E | 33.17 |
| C22 | 110.00 | 33.29 | 17°20'30" | S21°37'15"E | 33.17 |
| C23 | 110.00 | 33.29 | 17°20'29" | N04°16'45"W | 33.17 |
| C24 | 175.00 | 98.05 | 32°06'01" | N03°06'01"E | 96.77 |
| C25 | 225.00 | 126.06 | 32°06'01" | N03°06'01"E | 124.42 |
| C26 | 225.00 | 32.92 | 8°23'02" | S14°57'30"W | 32.89 |
| C27 | 175.00 | 25.61 | 8°23'02" | S14°57'30"W | 25.58 |
| C28 | 200.00 | 272.70 | 78°07'24" | N49°49'41"E | 252.06 |
| C29 | 150.00 | 204.53 | 78°07'24" | S49°49'41"W | 189.05 |
| C30 | 50.00 | 78.54 | 90°00'00" | S46°06'37"E | 70.71 |
| C31 | 75.00 | 56.06 | 42°49'34" | N67°28'36"E | 54.76 |
| C32 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C33 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C34 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C35 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C36 | 125.00 | 93.43 | 42°49'34" | S67°28'36"W | 91.27 |
| C37 | 1005.00 | 208.33 | 11°52'36" | S85°10'19"E | 207.95 |
| C38 | 955.00 | 197.96 | 11°52'36" | N85°10'19"W | 197.61 |
| C39 | 715.00 | 148.21 | 11°52'36" | S85°10'19"E | 147.95 |
| C40 | 665.00 | 137.85 | 11°52'36" | N85°10'19"W | 137.60 |
| C41 | 425.00 | 88.10 | 11°52'36" | S85°10'19"E | 87.94 |

| LEGEND | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLE | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |

| LEGEND | |
|---|---|
| | PLAT BOUNDARY LINE |
| | RIGHT-OF-WAY LINE |
| | ADJOINER LINE |
| | SECTION LINE |
| | EASEMENT LINE |
| | CENTER LINE |
| | MATCH LINE |
| | FLOODPLAIN |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
9/15/2024
ARIZONA U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
9/15/2024
ARIZONA U.S.A.

DATE PREPARED: MARCH 2024

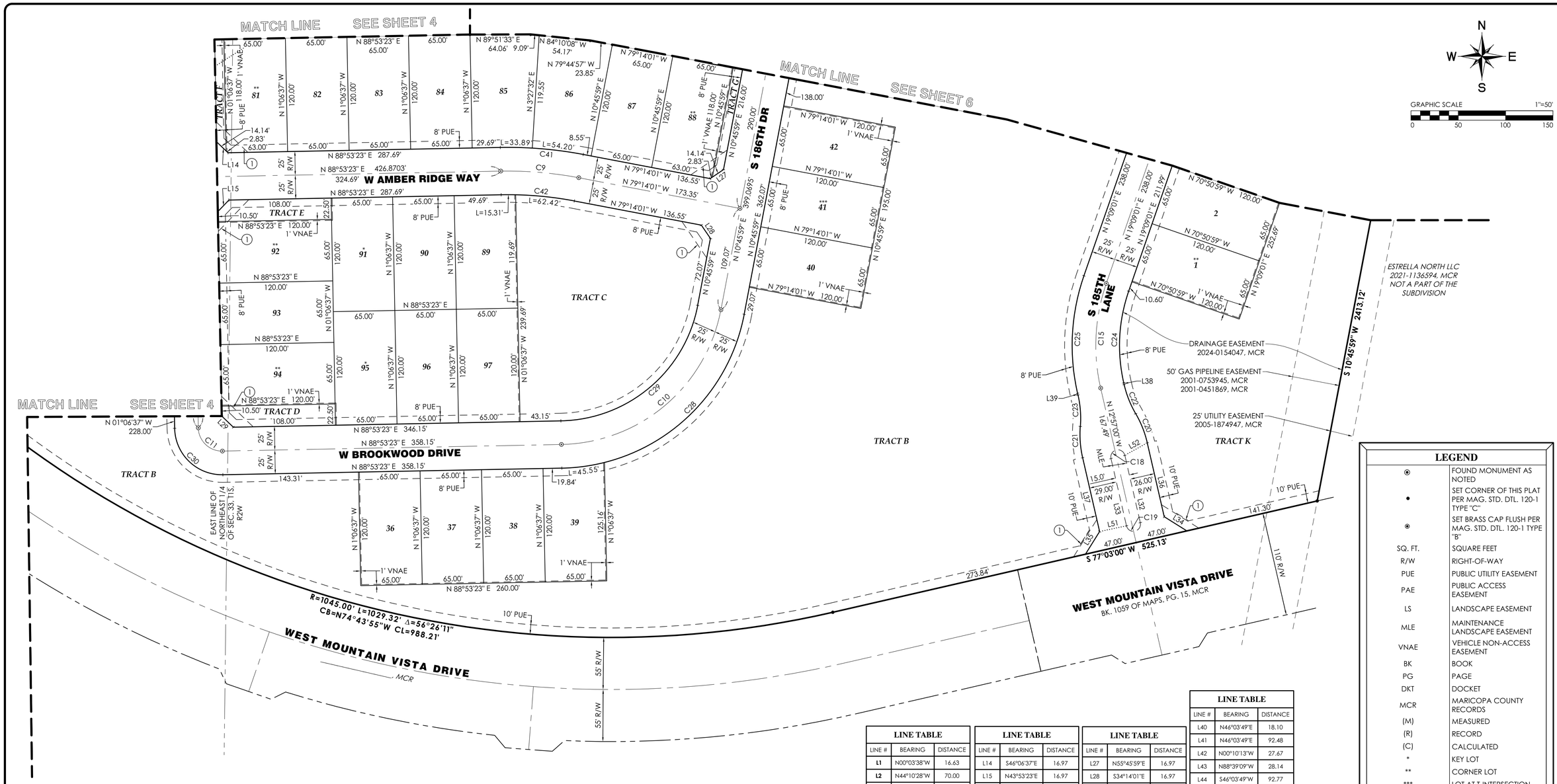


PREPARED BY:
GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"FINAL PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39&9.40\10922A-FPLAT PH 9.39 & 9.40-SHEETS.dwg




## LEGEND

| | |
|---|---|
| ⊙ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ⊛ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLE | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| | PLAT BOUNDARY LINE |
| | RIGHT-OF-WAY LINE |
| | ADJOINER LINE |
| | SECTION LINE |
| | EASEMENT LINE |
| | CENTER LINE |
| | MATCH LINE |
| | FLOODPLAIN |

**CURVE TABLE**

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 150.00 | 102.53 | 39°09'47" | N32°42'00"E | 100.54 |
| C2 | 300.00 | 103.66 | 19°47'54" | N03°13'10"E | 103.15 |
| C3 | 225.00 | 91.96 | 23°25'02" | N05°01'44"E | 91.32 |
| C4 | 1525.00 | 206.92 | 7°46'27" | S65°07'07"E | 206.76 |
| C5 | 118.00 | 35.71 | 17°20'29" | N54°44'03"E | 35.58 |
| C6 | 102.00 | 30.87 | 17°20'29" | N54°44'03"E | 30.75 |
| C7 | 133.00 | 84.59 | 36°26'29" | N64°17'03"E | 83.17 |
| C8 | 100.00 | 74.75 | 42°49'34" | N67°28'36"E | 73.02 |
| C9 | 400.00 | 82.92 | 11°52'36" | S85°10'19"E | 82.77 |
| C10 | 175.00 | 238.61 | 78°07'24" | N49°49'41"E | 220.55 |
| C11 | 25.00 | 39.27 | 90°00'00" | S46°06'37"E | 35.36 |
| C12 | 690.00 | 143.03 | 11°52'36" | S85°10'19"E | 142.77 |
| C13 | 980.00 | 203.14 | 11°52'36" | S85°10'19"E | 202.78 |
| C14 | 200.00 | 29.27 | 8°23'02" | S14°57'30"W | 29.24 |
| C15 | 200.00 | 112.05 | 32°06'01" | S03°06'01"W | 110.59 |

**CURVE TABLE**

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C16 | 7.50 | 23.56 | 180°00'00" | N43°56'11"W | 15.00 |
| C17 | 7.50 | 23.56 | 180°00'00" | S43°56'11"E | 15.00 |
| C18 | 7.50 | 23.56 | 180°00'00" | N77°03'00"E | 15.00 |
| C19 | 7.50 | 23.56 | 180°00'00" | S77°03'00"W | 15.00 |
| C20 | 110.00 | 33.29 | 17°20'29" | N21°37'15"W | 33.17 |
| C21 | 110.00 | 33.29 | 17°20'29" | S04°16'45"E | 33.17 |
| C22 | 110.00 | 33.29 | 17°20'30" | S21°37'15"E | 33.17 |
| C23 | 110.00 | 33.29 | 17°20'29" | N04°16'45"W | 33.17 |
| C24 | 175.00 | 98.05 | 32°06'01" | N03°06'01"E | 96.77 |
| C25 | 225.00 | 126.06 | 32°06'01" | N03°06'01"E | 124.42 |
| C26 | 225.00 | 32.92 | 8°23'02" | S14°57'30"W | 32.89 |
| C27 | 175.00 | 25.61 | 8°23'02" | S14°57'30"W | 25.58 |
| C28 | 200.00 | 272.70 | 78°07'24" | N49°49'41"E | 252.06 |
| C29 | 150.00 | 204.53 | 78°07'24" | S49°49'41"W | 189.05 |
| C30 | 50.00 | 78.54 | 90°00'00" | S46°06'37"E | 70.71 |

**CURVE TABLE**

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C31 | 75.00 | 56.06 | 42°49'34" | N67°28'36"E | 54.76 |
| C32 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C33 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C34 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C35 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C36 | 125.00 | 93.43 | 42°49'34" | S67°28'36"W | 91.27 |
| C37 | 1005.00 | 208.33 | 11°52'36" | S85°10'19"E | 207.95 |
| C38 | 955.00 | 197.96 | 11°52'36" | N85°10'19"W | 197.61 |
| C39 | 715.00 | 148.21 | 11°52'36" | S85°10'19"E | 147.95 |
| C40 | 665.00 | 137.85 | 11°52'36" | N85°10'19"W | 137.60 |
| C41 | 425.00 | 88.10 | 11°52'36" | S85°10'19"E | 87.94 |
| C42 | 375.00 | 77.73 | 11°52'36" | S85°10'19"E | 77.59 |
| C43 | 35.00 | 43.08 | 70°31'44" | S46°01'51"W | 40.41 |
| C44 | 35.00 | 11.72 | 19°11'17" | N01°10'20"E | 11.67 |
| C45 | 35.00 | 11.72 | 19°11'17" | S69°38'22"E | 11.67 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L1 | N00°03'38"W | 16.63 |
| L2 | N44°10'28"W | 70.00 |
| L3 | N88°39'09"W | 16.89 |
| L4 | N43°22'07"W | 22.07 |
| L5 | S88°39'09"E | 33.87 |
| L6 | N46°03'49"E | 88.60 |
| L7 | S43°56'11"E | 2.00 |
| L8 | N46°03'49"E | 18.10 |
| L9 | S88°53'23"W | 59.16 |
| L10 | S34°14'01"E | 35.36 |
| L11 | N79°14'01"W | 30.00 |
| L12 | S46°06'37"E | 16.97 |
| L13 | S43°53'23"W | 16.97 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L14 | S46°06'37"E | 16.97 |
| L15 | N43°53'23"E | 16.97 |
| L16 | S43°53'23"W | 16.97 |
| L17 | S46°06'37"E | 16.97 |
| L18 | S43°53'23"W | 16.97 |
| L19 | S46°06'37"E | 16.97 |
| L20 | N34°14'01"W | 16.97 |
| L21 | N55°45'59"E | 16.97 |
| L22 | S34°14'01"E | 16.97 |
| L23 | N55°45'59"E | 16.97 |
| L24 | N55°45'59"E | 16.97 |
| L25 | N55°45'59"E | 16.97 |
| L26 | N34°14'01"W | 16.97 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L27 | N55°45'59"E | 16.97 |
| L28 | S34°14'01"E | 16.97 |
| L29 | N46°06'37"W | 16.97 |
| L30 | N46°03'49"E | 85.62 |
| L31 | S46°03'49"W | 85.62 |
| L32 | S12°57'00"E | 73.00 |
| L33 | N12°57'00"W | 73.00 |
| L34 | S57°57'00"E | 28.28 |
| L35 | S32°02'59"W | 28.28 |
| L36 | S12°57'00"E | 80.00 |
| L37 | S12°57'00"E | 80.00 |
| L38 | N12°57'00"W | 1.92 |
| L39 | N12°57'00"W | 1.92 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L40 | N46°03'49"E | 18.10 |
| L41 | N46°03'49"E | 92.48 |
| L42 | N00°10'13"W | 27.67 |
| L43 | N88°39'09"W | 28.14 |
| L44 | S46°03'49"W | 92.77 |
| L45 | S46°03'49"W | 18.10 |
| L46 | N88°53'23"E | 287.69 |
| L47 | S88°53'23"W | 287.69 |
| L48 | N88°53'23"E | 287.69 |
| L49 | S88°53'23"W | 287.69 |
| L50 | N29°26'11"W | 29.95 |
| L51 | S78°02'16"W | 29.00 |
| L52 | N60°57'33"E | 27.06 |

DATE PREPARED: MARCH 2024



PREPARED BY:
GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

REGISTERED LAND SURVEYOR
54332
JOHN N. ROGERS
9/26/2024
ARIZONA U.S.A.

REGISTERED LAND SURVEYOR
47373
JOSHUA S. MOYSES
9/26/2024
ARIZONA U.S.A.

"FINAL PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39 & 9.40\10922A-FPLAT PH 9.39 & 9.40 SHEETS.dwg

## LEGEND

| | |
|---|---|
| ⊙ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ⊙ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLE | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| ——— | PLAT BOUNDARY LINE |
| ——— | RIGHT-OF-WAY LINE |
| — — — | ADJOINER LINE |
| — — — | SECTION LINE |
| — — — | EASEMENT LINE |
| — · — | CENTER LINE |
| ——— | MATCH LINE |
| ····· | FLOODPLAIN |




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | N00°03'38"W | 16.63 |
| L2 | N44°10'28"W | 70.00 |
| L3 | N88°39'09"W | 16.89 |
| L4 | N43°22'07"W | 22.07 |
| L5 | S88°39'09"E | 33.87 |
| L6 | N46°03'49"E | 88.60 |
| L7 | S43°56'11"E | 2.00 |
| L8 | N46°03'49"E | 18.10 |
| L9 | S88°53'23"W | 59.16 |
| L10 | S34°14'01"E | 35.36 |
| L11 | N79°14'01"W | 30.00 |
| L12 | S46°06'37"E | 16.97 |
| L13 | S43°53'23"W | 16.97 |
| L14 | S46°06'37"E | 16.97 |
| L15 | N43°53'23"E | 16.97 |
| L16 | S43°53'23"W | 16.97 |
| L17 | S46°06'37"E | 16.97 |
| L18 | S43°53'23"W | 16.97 |
| L19 | S46°06'37"E | 16.97 |
| L20 | N34°14'01"W | 16.97 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L21 | N55°45'59"E | 16.97 |
| L22 | S34°14'01"E | 16.97 |
| L23 | N55°45'59"E | 16.97 |
| L24 | N55°45'59"E | 16.97 |
| L25 | N55°45'59"E | 16.97 |
| L26 | N34°14'01"W | 16.97 |
| L27 | N55°45'59"E | 16.97 |
| L28 | S34°14'01"E | 16.97 |
| L29 | N46°06'37"W | 16.97 |
| L30 | N46°03'49"E | 85.62 |
| L31 | S46°03'49"W | 85.62 |
| L32 | S12°57'00"E | 73.00 |
| L33 | N12°57'00"W | 73.00 |
| L34 | S57°57'00"E | 28.28 |
| L35 | S32°02'59"W | 28.28 |
| L36 | S12°57'00"E | 80.00 |
| L37 | S12°57'00"E | 80.00 |
| L38 | N12°57'00"W | 1.92 |
| L39 | N12°57'00"W | 1.92 |
| L40 | N46°03'49"E | 18.10 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L41 | N46°03'49"E | 92.48 |
| L42 | N00°10'13"W | 27.67 |
| L43 | N88°39'09"W | 28.14 |
| L44 | S46°03'49"W | 92.77 |
| L45 | S46°03'49"W | 18.10 |
| L46 | N88°53'23"E | 287.69 |
| L47 | S88°53'23"W | 287.69 |
| L48 | N88°53'23"E | 287.69 |
| L49 | S88°53'23"W | 287.69 |
| L50 | N29°26'11"W | 29.95 |
| L51 | S78°02'16"W | 29.00 |
| L52 | N60°57'33"E | 27.06 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 150.00 | 102.53 | 39°09'47" | N32°42'00"E | 100.54 |
| C2 | 300.00 | 103.66 | 19°47'54" | N03°13'10"E | 103.15 |
| C3 | 225.00 | 91.96 | 23°25'02" | N05°01'44"E | 91.32 |
| C4 | 1525.00 | 206.92 | 7°46'27" | S65°07'07"E | 206.76 |
| C5 | 118.00 | 35.71 | 17°20'29" | N54°44'03"E | 35.58 |
| C6 | 102.00 | 30.87 | 17°20'29" | N54°44'03"E | 30.75 |
| C7 | 133.00 | 84.59 | 36°26'29" | N64°17'03"E | 83.17 |
| C8 | 100.00 | 74.75 | 42°49'34" | N67°28'36"E | 73.02 |
| C9 | 400.00 | 82.92 | 11°52'36" | S85°10'19"E | 82.77 |
| C10 | 175.00 | 238.61 | 78°07'24" | N49°49'41"E | 220.55 |
| C11 | 25.00 | 39.27 | 90°00'00" | S46°06'37"E | 35.36 |
| C12 | 690.00 | 143.03 | 11°52'36" | S85°10'19"E | 142.77 |
| C13 | 980.00 | 203.14 | 11°52'36" | S85°10'19"E | 202.78 |
| C14 | 200.00 | 29.27 | 8°23'02" | S14°57'30"W | 29.24 |
| C15 | 200.00 | 112.05 | 32°06'01" | S03°06'01"W | 110.59 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C16 | 7.50 | 23.56 | 180°00'00" | N43°56'11"W | 15.00 |
| C17 | 7.50 | 23.56 | 180°00'00" | S43°56'11"E | 15.00 |
| C18 | 7.50 | 23.56 | 180°00'00" | N77°03'00"E | 15.00 |
| C19 | 7.50 | 23.56 | 180°00'00" | S77°03'00"W | 15.00 |
| C20 | 110.00 | 33.29 | 17°20'29" | N21°37'15"W | 33.17 |
| C21 | 110.00 | 33.29 | 17°20'29" | S04°16'45"E | 33.17 |
| C22 | 110.00 | 33.29 | 17°20'30" | S21°37'15"E | 33.17 |
| C23 | 110.00 | 33.29 | 17°20'29" | N04°16'45"W | 33.17 |
| C24 | 175.00 | 98.05 | 32°06'01" | N03°06'01"E | 96.77 |
| C25 | 225.00 | 126.06 | 32°06'01" | N03°06'01"E | 124.42 |
| C26 | 225.00 | 32.92 | 8°23'02" | S14°57'30"W | 32.89 |
| C27 | 175.00 | 25.61 | 8°23'02" | S14°57'30"W | 25.58 |
| C28 | 200.00 | 272.70 | 78°07'24" | N49°49'41"E | 252.06 |
| C29 | 150.00 | 204.53 | 78°07'24" | S49°49'41"W | 189.05 |
| C30 | 50.00 | 78.54 | 90°00'00" | S46°06'37"E | 70.71 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C31 | 75.00 | 56.06 | 42°49'34" | N67°28'36"E | 54.76 |
| C32 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C33 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C34 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C35 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C36 | 125.00 | 93.43 | 42°49'34" | S67°28'36"W | 91.27 |
| C37 | 1005.00 | 208.33 | 11°52'36" | S85°10'19"E | 207.95 |
| C38 | 955.00 | 197.96 | 11°52'36" | N85°10'19"W | 197.61 |
| C39 | 715.00 | 148.21 | 11°52'36" | S85°10'19"E | 147.95 |
| C40 | 665.00 | 137.85 | 11°52'36" | N85°10'19"W | 137.60 |
| C41 | 425.00 | 88.10 | 11°52'36" | S85°10'19"E | 87.94 |
| C42 | 375.00 | 77.73 | 11°52'36" | S85°10'19"E | 77.59 |
| C43 | 35.00 | 43.08 | 70°31'44" | S46°01'51"W | 40.41 |
| C44 | 35.00 | 11.72 | 19°11'17" | N01°10'20"E | 11.67 |
| C45 | 35.00 | 11.72 | 19°11'17" | S69°38'22"E | 11.67 |

DATE PREPARED: MARCH 2024




PREPARED BY:

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:

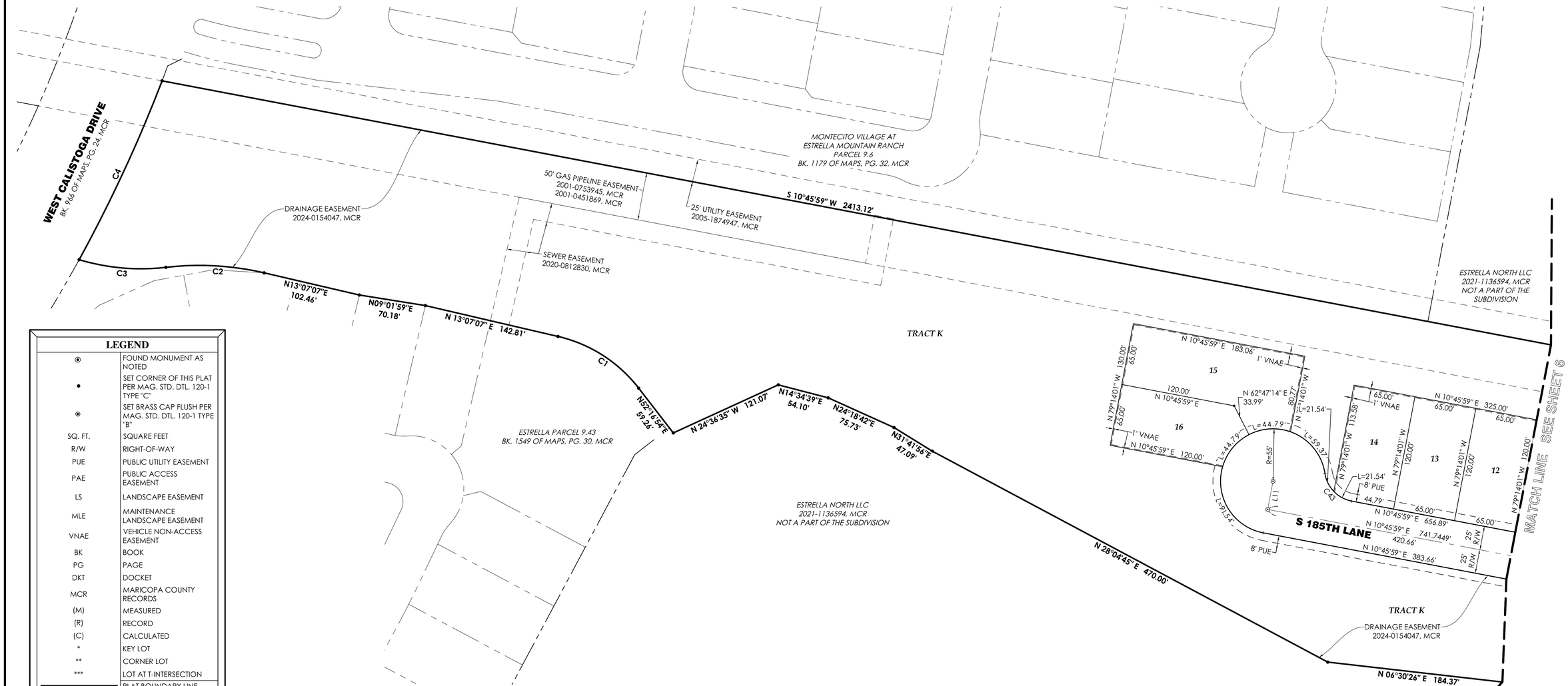
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634


REGISTERED LAND SURVEYOR — CERTIFICATE NO. 54332 — JOHN N. ROGERS — 9/16/2024 — ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 47373 — JOSHUA S. MOYSES — 9/16/2024 — ARIZONA, U.S.A.

"FINAL PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39&9.40\10922A-FPLAT PH 9.39 & 9.40-SHEETS.dwg




## LEGEND

| | |
|---|---|
| ⊙ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ⊙ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLE | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| ——— | PLAT BOUNDARY LINE |
| ——— | RIGHT-OF-WAY LINE |
| ——— — ——— | ADJOINER LINE |
| ——— — ——— | SECTION LINE |
| - - - - - - | EASEMENT LINE |
| ——— — ——— | CENTER LINE |
| ——— ——— | MATCH LINE |
| ..... | FLOODPLAIN |

**CURVE TABLE**

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| **C1** | 150.00 | 102.53 | 39°09'47" | N32°42'00"E | 100.54 |
| **C2** | 300.00 | 103.66 | 19°47'54" | N03°13'10"E | 103.15 |
| **C3** | 225.00 | 91.96 | 23°25'02" | N05°01'44"E | 91.32 |
| **C4** | 1525.00 | 206.92 | 7°46'27" | S65°07'07"E | 206.76 |
| **C5** | 118.00 | 35.71 | 17°20'29" | N54°44'03"E | 35.58 |
| **C6** | 102.00 | 30.87 | 17°20'29" | N54°44'03"E | 30.75 |
| **C7** | 133.00 | 84.59 | 36°26'29" | N64°17'03"E | 83.17 |
| C8 | 100.00 | 74.75 | 42°49'34" | N67°28'36"E | 73.02 |
| C9 | 400.00 | 82.92 | 11°52'36" | S85°10'19"E | 82.77 |
| C10 | 175.00 | 238.61 | 78°07'24" | N49°49'41"E | 220.55 |
| C11 | 25.00 | 39.27 | 90°00'00" | S46°06'37"E | 35.36 |
| C12 | 690.00 | 143.03 | 11°52'36" | S85°10'19"E | 142.77 |
| C13 | 980.00 | 203.14 | 11°52'36" | S85°10'19"E | 202.78 |
| C14 | 200.00 | 29.27 | 8°23'02" | S14°57'30"W | 29.24 |
| C15 | 200.00 | 112.05 | 32°06'01" | S03°06'01"W | 110.59 |

**CURVE TABLE**

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C16 | 7.50 | 23.56 | 180°00'00" | N43°56'11"W | 15.00 |
| C17 | 7.50 | 23.56 | 180°00'00" | S43°56'11"E | 15.00 |
| C18 | 7.50 | 23.56 | 180°00'00" | N77°03'00"E | 15.00 |
| C19 | 7.50 | 23.56 | 180°00'00" | S77°03'00"W | 15.00 |
| C20 | 110.00 | 33.29 | 17°20'29" | N21°37'15"W | 33.17 |
| C21 | 110.00 | 33.29 | 17°20'29" | S04°16'45"E | 33.17 |
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| C23 | 110.00 | 33.29 | 17°20'29" | N04°16'45"W | 33.17 |
| C24 | 175.00 | 98.05 | 32°06'01" | N03°06'01"E | 96.77 |
| C25 | 225.00 | 126.06 | 32°06'01" | N03°06'01"E | 124.42 |
| C26 | 225.00 | 32.92 | 8°23'02" | S14°57'30"W | 32.89 |
| C27 | 175.00 | 25.61 | 8°23'02" | S14°57'30"W | 25.58 |
| C28 | 200.00 | 272.70 | 78°07'24" | N49°49'41"E | 252.06 |
| C29 | 150.00 | 204.53 | 78°07'24" | S49°49'41"W | 189.05 |
| C30 | 50.00 | 78.54 | 90°00'00" | S46°06'37"E | 70.71 |

**CURVE TABLE**

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C31 | 75.00 | 56.06 | 42°49'34" | N67°28'36"E | 54.76 |
| C32 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C33 | 110.00 | 33.29 | 17°20'29" | N37°23'34"E | 33.17 |
| C34 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C35 | 110.00 | 33.29 | 17°20'29" | S54°44'03"W | 33.17 |
| C36 | 125.00 | 93.43 | 42°49'34" | S67°28'36"W | 91.27 |
| C37 | 1005.00 | 208.33 | 11°52'36" | S85°10'19"E | 207.95 |
| C38 | 955.00 | 197.96 | 11°52'36" | N85°10'19"W | 197.61 |
| C39 | 715.00 | 148.21 | 11°52'36" | S85°10'19"E | 147.95 |
| C40 | 665.00 | 137.85 | 11°52'36" | N85°10'19"W | 137.60 |
| C41 | 425.00 | 88.10 | 11°52'36" | S85°10'19"E | 87.94 |
| C42 | 375.00 | 77.73 | 11°52'36" | S85°10'19"E | 77.59 |
| C43 | 35.00 | 43.08 | 70°31'44" | S46°01'51"W | 40.41 |
| C44 | 35.00 | 11.72 | 19°11'17" | N01°10'20"E | 11.67 |
| C45 | 35.00 | 11.72 | 19°11'17" | S69°38'22"E | 11.67 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| **L1** | N00°03'38"W | 16.63 |
| **L2** | N44°10'28"W | 70.00 |
| **L3** | N88°39'09"W | 16.89 |
| **L4** | N43°22'07"W | 22.07 |
| **L5** | S88°39'09"E | 33.87 |
| **L6** | N46°03'49"E | 88.60 |
| **L7** | S43°56'11"E | 2.00 |
| **L8** | N46°03'49"E | 18.10 |
| **L9** | S88°53'23"W | 59.16 |
| L10 | S34°14'01"E | 35.36 |
| L11 | N79°14'01"W | 30.00 |
| L12 | S46°06'37"E | 16.97 |
| L13 | S43°53'23"W | 16.97 |
| L14 | S46°06'37"E | 16.97 |
| L15 | N43°53'23"E | 16.97 |
| L16 | S43°53'23"W | 16.97 |
| L17 | S46°06'37"E | 16.97 |
| L18 | S43°53'23"W | 16.97 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L19 | S46°06'37"E | 16.97 |
| L20 | N34°14'01"W | 16.97 |
| L21 | N55°45'59"E | 16.97 |
| L22 | S34°14'01"E | 16.97 |
| L23 | N55°45'59"E | 16.97 |
| L24 | N55°45'59"E | 16.97 |
| L25 | N55°45'59"E | 16.97 |
| L26 | N34°14'01"W | 16.97 |
| L27 | N55°45'59"E | 16.97 |
| L28 | S34°14'01"E | 16.97 |
| L29 | N46°06'37"W | 16.97 |
| L30 | N46°03'49"E | 85.62 |
| L31 | S46°03'49"W | 85.62 |
| L32 | S12°57'00"E | 73.00 |
| L33 | N12°57'00"W | 73.00 |
| L34 | S57°57'00"E | 28.28 |
| L35 | S32°02'59"W | 28.28 |
| L36 | S12°57'00"E | 80.00 |

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L37 | S12°57'00"E | 80.00 |
| L38 | N12°57'00"W | 1.92 |
| L39 | N12°57'00"W | 1.92 |
| L40 | N46°03'49"E | 18.10 |
| L41 | N46°03'49"E | 92.48 |
| L42 | N00°10'13"W | 27.67 |
| L43 | N88°39'09"W | 28.14 |
| L44 | S46°03'49"W | 92.77 |
| L45 | S46°03'49"W | 18.10 |
| L46 | N88°53'23"E | 287.69 |
| L47 | S88°53'23"W | 287.69 |
| L48 | N88°53'23"E | 287.69 |
| L49 | S88°53'23"W | 287.69 |
| L50 | N29°26'11"W | 29.95 |
| L51 | S78°02'16"W | 29.00 |
| L52 | N60°57'33"E | 27.06 |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
9/16/2024
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
9/16/2024
ARIZONA, U.S.A.

DATE PREPARED: MARCH 2024


PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
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PH 480-272-7634




"FINAL PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.39&9.40\10922A-FPLAT PH 9.39 & 9.40-SHEETS.dwg

DATE:
CAR #: 202X-XXXX
CASE #:

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.7, MONTECITO PARCEL 9.39 & 9.40, MONTECITO PARCEL 9.41, AND MONTECITO PARCEL 9.42

## STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

**OTHER PRESENTER(S):** Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

### SUMMARY:

Preliminary Plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 subdividing approximately 71 acres of property into 365 lots and 39 tracts. (Case Nos. 22-500-00001, 21-500-00004, 21-500-00005, & 21-500-00006)

### RECOMMENDATION:

Approve the Estrella Parcel 9.7 Preliminary Plat, the Preliminary Plat of Montecito – Parcel 9.39 & 9.40, the Preliminary Plat for Montecito Parcel 9.41, and the Preliminary Plat for Montecito Parcel 9.42, subject to stipulations:

**STIPULATIONS:** The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 (collectively the "Estrella Parcel 9 Preliminary Plats"):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the "Estrella Parcel 9 Final Plats"); and

2. Two of the Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.7 and 9.42) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022 -1544 becomes effective; and
3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property 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(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the “Rainbow Valley WRF Expansion(s)”); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351$^{st}$ lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351$^{st}$ lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are

conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and

6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:

    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and

    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and

7. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the “Loop Improvements”). The Loop Improvements shall include wash crossings that meet the requirements of the City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, no certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and

8. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single

project, and unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and

9. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed for the City to provide services to such property has been completed and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and

10. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

11. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property included within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and

12. Owner shall dedicate to the City, by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property included within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-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 Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and
13. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 included within the Estrella Parcel 9 Preliminary Plats; and
14. In addition to the specific infrastructure identified herein, Owner shall construct 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;
15. Prior to approval of the construction documents for any of the infrastructure improvements Owner is required to construct as set forth herein, the Owner shall provide a recorded document showing that the existing drainage easement recorded in the Official Records of Maricopa County at Instrument 2020-0919474 has been partially abandoned within the area of the proposed lots, right of way, and public utility easements.

**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 within the Calistoga Drive and Mountain Vista Drive loop. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as a mix of SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.7 and 9.42 is being processed concurrently with these preliminary plats. Parcel 9.42 is proposed for the SFD/A (single family detached/attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. Parcel 9.7 is proposed for SFD-50 single family detached with a minimum lot width of 50 feet). If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

## 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. Subject to the satisfaction of the conditions of approval set forth above and as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats 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:

The request is to subdivide approximately 28 acres into 95 lots and 8 tracts within Parcel 9.7, approximately 18 acres into 97 lots and 14 tracts within Parcels 9.39 and 9.40, approximately 9 acres into 52 lots and 10 tracts within Parcel 9.41 and approximately 16

acres into 121 lots and 7 tracts within Parcel 9.42. In total, these preliminary plats include approximately 71 acres of property into 365 lots and 39 tracts. The subdivision reflected in the preliminary plats presented herein will be accessed by entries off of West Calistoga Drive and West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the four respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent on all of the preliminary plats presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Calistoga Drive; Existing Parcel 9.43
- East – Existing Parcel 9.6 and Parcel 9.23 (Future park site)
- South – W. Mountain Vista Drive; Future Parcels 9.18 and 9.21
- West – W. Calistoga Drive; Future residential

The typical lot within Parcel 9.7 is 50-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcel 9.42 will be 47-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcels 9.39 and 9.40 and Parcels 9.41 are 65-feet wide and 120-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 15-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

Approximately 45 acres of open space is provided between the five parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

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 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:

Emergency response times and distances 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 |
| #186 | 1.56 | 0.78 | 5.66 | 2.83 | #182 | 5.12 | 2.56 | 11.44 | 5.72 |

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:

The parcels will be accessible by required entry points off of West Mountain Vista Drive and

Calistoga. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

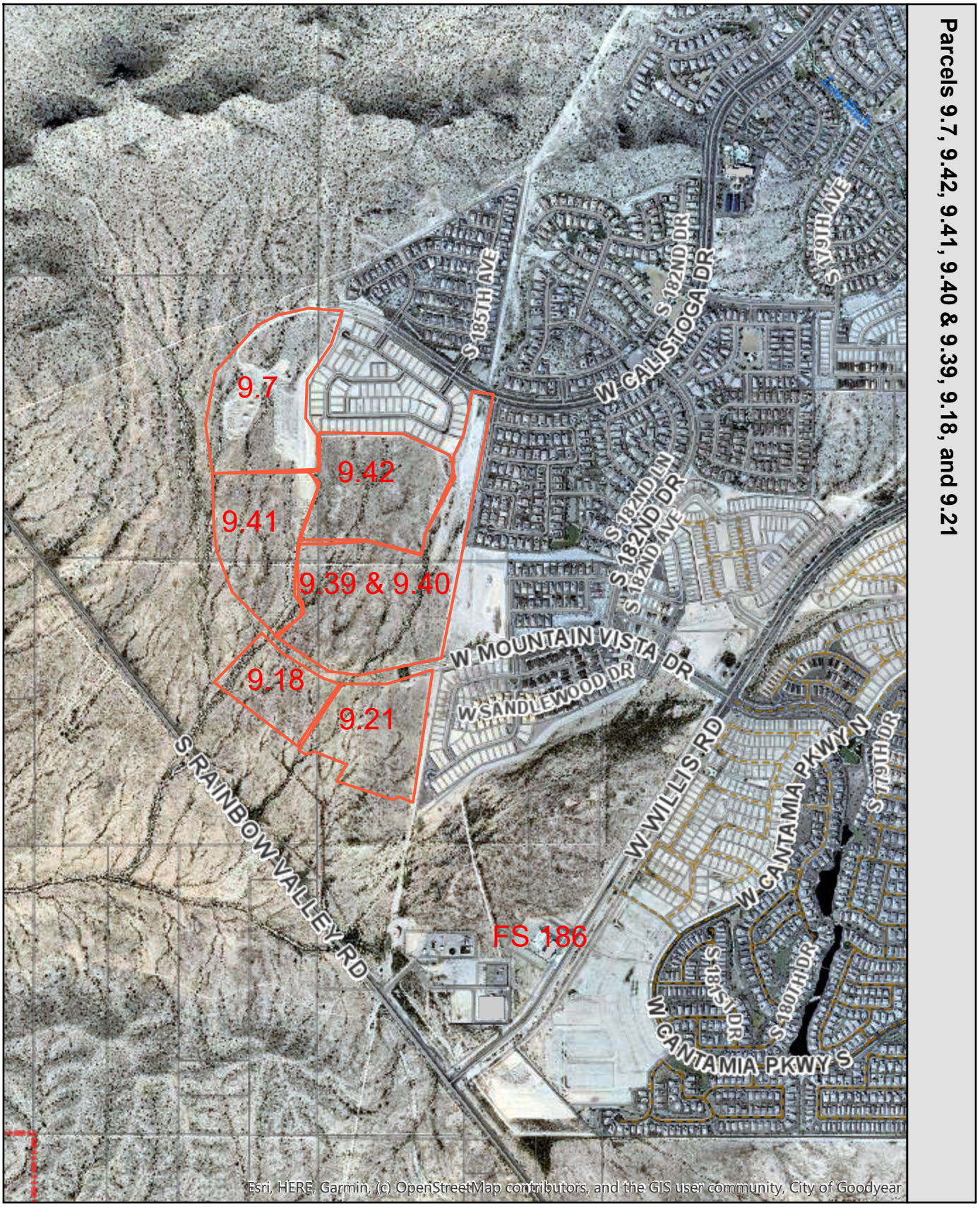
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

**ATTACHMENTS:**

1. Estrella Parcel 9.7 Preliminary Plat,
2. Preliminary Plat of Montecito – Parcel 9.39 & 9.40
3. Preliminary Plat for Montecito Parcel 9.41
4. Preliminary Plat for Montecito Parcel 9.42
5. Aerial Photo

**Name of Map: Estrella Montecito Parcels**

**Description: Preliminary Plats**




**Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21**

ITEM #: 13.
DATE: 06/24/2024
AI #:2096

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **FINAL PLAT OF MONTECITO PARCEL 9.41**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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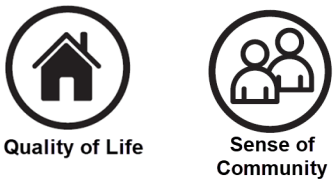
**OTHER PRESENTER(S):**

Jennifer Meyers, Estrella

## SUMMARY

A Final Plat for Estrella Parcel 9.41 subdividing approximately 23.9 acres into 52 single family lots and 8 tracts on property generally located adjacent to the east of the W. Calistoga Drive alignment. The typical lot size is 60 feet wide by 120 feet deep.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Final Plat of Montecito Parcel 9.41 subdividing approximately 23.9 acres into 52 lots and 10 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

## STIPULATIONS

1. Prior to recordation of the Final Plat of Montecito Parcel 9.41 (the “Final Plat”), Owner shall submit an updated title report for the property included within the Final Plat and shall modify the 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 platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The park that is to be developed within Parcel 9.23 of the Montecito Planned Area

Development adopted by Ordinance No. 2022-1544 is to be constructed in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance No. 2022-1544 that includes the 351st lot created by all final plats recorded after August 29, 2022 that includes any of the property subject to Ordinance No. 2022-1544. This includes, but is not limited to, the final plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42 within the Montecito Planned Area Development that are being presented to Council concurrently with the Final Plat of Montecito Parcel 9.41. If the recordation of this Final Plat of Montecito Parcel 9.41 includes the 351st lot, the park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 shall be constructed in conjunction with vertical construction within this Final Plat; and

4. Prior to the recordation of the Final Plat of Montecito Parcel 9.41, the Map of Dedication for W. Calistoga Drive – Phase 4 and the Map of Dedication for W. Mountain Vista Dr. – Phase 2 being presented to council concurrently with this Final Plat shall be approved and recorded.

**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**

conditionally rezoning approximately 1,327 acres of property located with Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42.

**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.

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**Attachments**

1. Final Plat
2. Preliminary Plat CAR
3. Aerial Map

# FINAL PLAT
OF
# "MONTECITO - PARCEL 9.41"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27,
THE SOUTHEAST QUARTER OF SECTION 28,
AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, 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 ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "MONTECITO - PARCEL 9.41", A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, 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 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.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS A THROUGH H 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 ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION TRACTS A THROUGH H FOR THE PURPOSE 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 (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, G, AND H INCLUSIVE, AND IN LOTS DESIGNATED, AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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/OR 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, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" 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, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A AND B ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORMWATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN 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 OPERATING, 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 A CCUMULATING 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

## DEDICATION CONT...
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 AND B.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L/E GRANTED HEREON. IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") GRANTING THIS EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING, ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, PREPAIR, AND REPLACE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. ESTRELLA FOOTHILLS 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. ESTRELLA FOOTHILLS 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 INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN. ESTRELLA FOOTHILLS 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 THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON 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, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND ESTRELLA FOOTHILLS 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.

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 _____, 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: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGEMENT
STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 20____ BY _____, THE _____ OF HARVARD INSTRUMENTS, INC. A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR FP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERSHIP, THE SOLE MEMBER MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

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 ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B, C, D, E, F, G AND H REFLECTED HEREIN, THE DEDICATION OF THE VEHICLE NON-ACCESS EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE _____ DAY OF _____, 20___

ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

BY:_____

NAME:_____

ITS:_____

## ACKNOWLEDGEMENT
STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ESTRELLA FOOTHILLS 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 _____

## H.O.A. NOTE
THE PROJECT WILL BE INCORPORATED INTO THE EXISTING ESTRELLA FOOTHILLS ASSOCIATION

## BASIS OF BEARINGS
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. BEARING: NORTH 00°13'25" EAST

## FLOOD PLAIN
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C2625M, DATED NOVEMBER 4, 2015, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND ZONE "A" DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED.

## LENDER'S CONSENT AND SUBORDINATION
THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED APRIL 8, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493, 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, AN ARIZONA CORPORATION

BY:_____
AUTHORIZED REPRESENTATIVE

DATE:_____

## ACKNOWLEDGMENT
STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____ AS _____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

## APPROVALS
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

THIS _____ DAY OF _____, 20___

BY: _____ ATTEST:_____
JOE PIZZILLO, MAYOR DARCIE McCRACKEN, CLERK

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

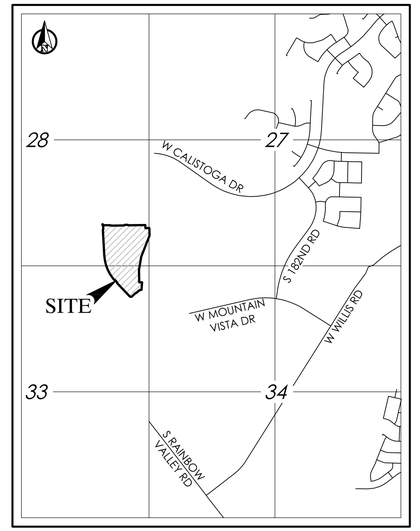
THIS _____ DAY OF _____, 20___

BY:_____
STEVE SCINTO, CITY ENGINEER

## UTILITY SERVICES
WATER----------CITY OF GOODYEAR
SEWER----------CITY OF GOODYEAR
FIRE----------CITY OF GOODYEAR
ELECTRIC----------APS
NATURAL GAS----------SOUTHWEST GAS
TELEPHONE----------CENTURY LINK
RECLAIMED WATER----------NEWLAND

## SHEET INDEX

| | |
|---|---|
| SHEET 1 | COVER SHEET |
| SHEET 2 | DETAIL SHEET |
| SHEET 3 | KEY MAP, LEGAL DESCRIPTION, LEGEND |
| SHEET 4-5 | FINAL PLAT SHEETS |


## VICINITY MAP
N.T.S.

## 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 COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: JOSHUA S. MOYSES, R.L.S. #47373
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE., SUITE 4
TEMPE, ARIZONA 85282
(480) 272-7634

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT 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: JOHN N. ROGERS, R.L.S. #54332
GMcivil
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES 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.

All improvements related to Parcel 9.7, 9.39/9.40, 9.41, 9.42, Mountain Vista Drive Phase 2, Calistoga Drive Phase 4, and Wash I-66 Channelization plans are to be constructed concurrently.

DATE PREPARED: FEBRUARY 2024




PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

OWNER/DEVELOPER:
ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, AZ 85255
ATTN: TIMOTHY P. BRISLIN
TELEPHONE: (480) 348-1118


"FINAL PLAT OF MONTECITO - PARCEL 9.41"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.41\10922A-FPLAT PH 9.41SHEETS.dwg

## 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 OF 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 SO 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 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.

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 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.

6. STRUCTURES WITHIN UNOBSTRUCTED VIEW 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 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.

7. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

8. THIS 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 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.

9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

## NOTES CONT...

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.

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, 9, 17, 26, 27, 34, 39, 40, 45 AND 46.

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 LOTS 13 AND 14.

18. THE ESTRELLA FOOTHILLS 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, AND H INCLUSIVE, UNTIL SUCH TIME AS THE RESPONSIBILITY IS FORMALLY TURNED OVER TO THE HOMEOWNERS ASSOCIATION.

21. ALL PROPOSED DWELLINGS SHALL BE SINGLE FAMILY/DETACHED.

22. COMMON AREAS DECLARED ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION.

23. NO DETACHED ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO THE STREET SIDE OF A CORNER LOT THAN THE FRONT YARD REQUIRED ON A KEY LOT, EXCEPT SUCH SETBACK NEED NOT BE GREATER THAN ONE-HALF THE WIDTH OF THE CORNER LOT.

24. THE SAME STANDARD PLAN AND ELEVATION SHALL NOT BE BUILT NEXT DOOR TO OR ACROSS THE STREET FROM ONE ANOTHER (I.E. PLAN 1 ELEVATION A SHALL NOT BE BUILT NEXT DOOR TO, OR ACROSS THE STREET FROM PLAN 1 ELEVATION A).

25. RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.

26. ALL ONSITE AND OFFSITE INFRASTRUCTURE IMPROVEMENTS THAT WILL SERVE THE PROPERTY SHALL BE CONSTRUCTED PURSUANT TO THE APPROVED PLANS IN ONE PHASE.

27. TYPICAL SIDE STREET TRACTS ARE 10' WIDE.

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 A USE.

29. THE NEAREST FIRE STATION TO THIS SUBDIVISION IS STATION NO. 182, WHICH IS LOCATED AT THE NORTHEAST CORNER OF S. ESTRELLA PARKWAY AND S. 175TH DRIVE. THIS STATION IS LOCATED APPROXIMATELY 3.8 MILES FROM THE SUBDIVISION.

30. MONTECITO - PARCEL 9.41 IS SUBJECT TO ODOR AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE WATER RECLAMATION FACILITY. 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 THE WATER RECLAMATION FACILITY NEAR AND OVER THE AREA.

31. UNLESS AN APPROVED AMENDMENT TO THE RECORDED DOCUMENT 2006-0299531 IS APPROVED, NO CONSTRUCTION PERMITS FOR SINGLE FAMILY RESIDENCES SHALL BE ISSUED WITHIN THE 1,000 FOOT SETBACK FROM THE RAINBOW VALLEY WASTEWATER TREATMENT PLANT IDENTIFIED IN THAT CERTAIN DOCUMENT TITLE LAND USE AGREEMENT AND PERPETUAL EASEMENT RESTRICTING LAND USES ADJACENT TO THE RAINBOW VALLEY WATER RECLAMATION FACILITY AND PROVIDING FOR NOISE AND ODOR SETBACKS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NUMBER 2006-0299531.

32. NO CONSTRUCTION PERMITS FOR SINGLE FAMILY RESIDENCES SHALL BE ISSUED WITHIN THE 350 FOOT SETBACK FROM THE RAINBOW VALLEY WASTEWATER TREATMENT PLANT IDENTIFIED IN THE CERTAIN DOCUMENT TITLE LAND USE AGREEMENT AND PERPETUAL EASEMENT RESTRICTING LAND USES ADJACENT TO THE RAINBOW VALLEY WATER RECLAMATION FACILITY AND PROVIDING FOR NOISE AND ODOR SETBACKS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NUMBER 2006-0299531.

## TRACT USAGE LEGEND

| | |
|---|---|
| PUE | PUBLIC UTILITY EASEMENT |
| LS | LANDSCAPE |
| OS | OPEN SPACE |

## MAINTENANCE LEGEND

H.O.A. ESTRELLA FOOTHILLS ASSOCIATION

**TRACT SUMMARY TABLE**

| TRACT | AREA (SQ. FT.) | AREA (ACRES) | USAGE | OWNER/MAINTENANCE RESPONSIBILITY | PASSIVE/ACTIVE |
|---|---|---|---|---|---|
| TRACT A | 327253 | 7.513 | DRAINAGE, PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT B | 75046 | 1.723 | DRAINAGE, PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT C | 2590 | 0.059 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT D | 2260 | 0.052 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT E | 2260 | 0.052 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT F | 14787 | 0.339 | PUE, LS, OS | H.O.A. | ACTIVE |
| TRACT G | 4173 | 0.096 | PUE, LS, OS | H.O.A. | PASSIVE |
| TRACT H | 3031 | 0.070 | PUE, LS, OS | H.O.A. | PASSIVE |

**LOT AREA TABLE**

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 1 | 7200 | 0.165 |
| 2 | 8939 | 0.205 |
| 3 | 10978 | 0.252 |
| 4 | 9121 | 0.209 |
| 5 | 7200 | 0.165 |
| 6 | 7058 | 0.162 |
| 7 | 7734 | 0.178 |
| 8 | 7044 | 0.162 |
| 9 | 7198 | 0.165 |
| 10 | 7200 | 0.165 |
| 11 | 7200 | 0.165 |
| 12 | 7200 | 0.165 |
| 13 | 7200 | 0.165 |
| 14 | 7200 | 0.165 |
| 15 | 8273 | 0.190 |
| 16 | 9332 | 0.214 |
| 17 | 7200 | 0.165 |
| 18 | 7200 | 0.165 |
| 19 | 7200 | 0.165 |
| 20 | 7931 | 0.182 |

**LOT AREA TABLE**

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 21 | 7573 | 0.174 |
| 22 | 8517 | 0.196 |
| 23 | 9180 | 0.211 |
| 24 | 9180 | 0.211 |
| 25 | 9180 | 0.211 |
| 26 | 9178 | 0.211 |
| 27 | 7198 | 0.165 |
| 28 | 7200 | 0.165 |
| 29 | 7200 | 0.165 |
| 30 | 7200 | 0.165 |
| 31 | 7200 | 0.165 |
| 32 | 7200 | 0.165 |
| 33 | 7468 | 0.171 |
| 34 | 7198 | 0.165 |
| 35 | 7200 | 0.165 |
| 36 | 7200 | 0.165 |
| 37 | 7200 | 0.165 |
| 38 | 7200 | 0.165 |
| 39 | 7198 | 0.165 |
| 40 | 7198 | 0.165 |

**LOT AREA TABLE**

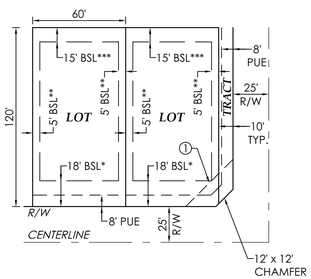
| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 41 | 7200 | 0.165 |
| 42 | 7200 | 0.165 |
| 43 | 7200 | 0.165 |
| 44 | 7200 | 0.165 |
| 45 | 7198 | 0.165 |
| 46 | 7200 | 0.165 |
| 47 | 7200 | 0.165 |
| 48 | 7200 | 0.165 |
| 49 | 7200 | 0.165 |
| 50 | 7200 | 0.165 |
| 51 | 7200 | 0.165 |
| 52 | 7534 | 0.173 |

| CALCULATION OF ADJUSTED GROSS AREA | |
|---|---|
| AREA OF LOCAL STREET ROW | 4.88 |
| PLUS AREA SUBDIVIDED INTO LOTS | 9.10 |
| AREA SUBTOTAL | 13.98 |
| APPLY 15% OPEN SPACE FACTOR (CONSTANT) | 0.85 |
| ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) | 16.45 |

| EDU DENSITY CALCULATION | |
|---|---|
| NUMBER OF DWELLING UNITS | 52 |
| DIVIDED BY ADJUSTED GROSS AREA | 16.45 |
| ADJUSTED GROSS DENSITY | 3.16 |

| EDU CALCULATION | |
|---|---|
| NUMBER OF DWELLING UNITS | 52 |
| EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU) | 1.00 |
| NUMBER OF EDU'S REQUIRED FOR PROJECT (52 X 1.00 =52.00) | 52.00 |

| SITE DATA | | |
|---|---|---|
| DESCRIPTION | SQUARE FEET | ACRES |
| GROSS AREA | 1,040,299 | 23.882 |
| STREET ROW | 212,691 | 4.883 |
| NET AREA | 827,608 | 18.999 |
| LOT SIZE (TYP.) | 60' x 120' | |
| TOTAL LOTS | 52 | |
| AREA SUBDIVIDED INTO LOTS | 396,208 | 9.096 |
| GROSS DENSITY | 2.18 | |
| OPEN SPACE | 431,400 | 9.904 |
| % OF GROSS AREA IN O.S. | 41.469% | |
| % OF PASSIVE AREA IN O.S. | 96.572% | |
| % OF ACTIVE AREA IN O.S. | 3.428% | |
| EXISTING ZONING | P.A.D. | |




### TYPICAL 60' x 120' LOT DETAIL

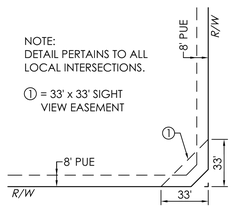
N.T.S.

SETBACKS AND DEVELOPMENT STANDARDS PER SFD-60 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SETBACK TO SIDE ENTRY GARAGE OR LIVABLE SPACE IS 10 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET. PER THE PAD REQUIREMENTS FOR FRONT YARD SETBACKS: "FRONT FACING DRIVEWAYS SHALL NOT BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM THE BACK OF SIDEWALKS, OR RIGHT-OF-WAY LINE IF NO SIDEWALK IS PROVIDED, TO THE FRONT FACE OF A GARAGE".

**AWNINGS BAY WINDOWS, FIREPLACES, AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK.

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




### TYPICAL S.V.E. DETAIL FOR LOCAL STREETS

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
9/15/2024
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
9/15/2024
ARIZONA, U.S.A.

DATE PREPARED: FEBRUARY 2024



PREPARED BY:
GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"FINAL PLAT OF MONTECITO - PARCEL 9.41"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.41\10922A-FPLAT PH 9.41SHEETS.dwg

## LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27, the Southeast Quarter of Section 28, and the Northeast Quarter of Section 33, Township 1 South, 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 GLO brass cap for the Southeast corner of said Section 28, the Southwest corner of said Section 27, the Northeast corner of said Section 33, and the Northwest corner of Section 34, Township 1 South, Range 2 West, from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2,634.80 feet;

**THENCE** South 22 deg. 36 min. 26 sec. West departing said Section line, a distance of 395.05 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** South 04 deg. 23 min. 34 sec. West, a distance of 157.75 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 133.00 feet, a central angle of 36 deg. 26 min. 29 sec., and being subtended by a chord which bears South 64 deg. 17 min. 03 sec. West - 83.17 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 84.59 feet;

**THENCE** South 46 deg. 03 min. 49 sec. West tangent to said curve, a distance of 18.10 feet to a Point of Curvature of a circular curve to the right, having a radius of 102.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 54 deg. 44 min. 03 sec. West - 30.75 feet;

**THENCE** in a southwesterly direction along said curve to the right, a distance of 30.87 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 118.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 54 deg. 44 min. 03 sec. West - 35.58 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 35.71 feet;

**THENCE** North 43 deg. 56 min. 11 sec. West non-tangent to said curve, a distance of 2.00 feet;

**THENCE** South 46 deg. 03 min. 49 sec. West, a distance of 88.60 feet;

**THENCE** North 88 deg. 39 min. 09 sec. West, a distance of 33.87 feet;

**THENCE** North 43 deg. 22 min. 07 sec. West, a distance of 394.44 feet;

**THENCE** North 01 deg. 37 min. 53 sec. East, a distance of 16.97 feet;

**THENCE** North 42 deg. 56 min. 07 sec. West, a distance of 70.00 feet;

**THENCE** North 87 deg. 09 min. 26 sec. West, a distance of 16.61 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 852.50 feet, a central angle of 37 deg. 09 min. 59 sec., and being subtended by a chord which bears North 21 deg. 57 min. 33 sec. West - 543.35 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 553.00 feet;

**THENCE** North 03 deg. 22 min. 34 sec. West tangent to said curve, a distance of 547.71 feet;

**THENCE** North 42 deg. 45 min. 25 sec. East, a distance of 16.64 feet;

**THENCE** North 03 deg. 22 min. 34 sec. West, a distance of 70.05 feet;

**THENCE** North 47 deg. 14 min. 35 sec. West, a distance of 17.32 feet;

**THENCE** North 03 deg. 22 min. 34 sec. West, a distance of 22.42 feet;

**THENCE** South 47 deg. 14 min. 35 sec. East, a distance of 35.21 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 98.75 feet;

**THENCE** South 01 deg. 06 min. 37 sec. East, a distance of 2.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 118.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 82 deg. 26 min. 23 sec. East - 35.58 feet;

**THENCE** in a easterly direction along said curve to the right, a distance of 35.71 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 102.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 82 deg. 26 min. 23 sec. East - 30.75 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 30.87 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East tangent to said curve, a distance of 268.80 feet;

**THENCE** North 43 deg. 53 min. 23 sec. East, a distance of 16.97 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 56.63 feet;

**THENCE** South 46 deg. 06 min. 37 sec. East, a distance of 16.97 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 358.56 feet;

**THENCE** South 01 deg. 06 min. 37 sec. East, a distance of 66.00 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 84.48 feet;

**THENCE** South 01 deg. 06 min. 37 sec. East, a distance of 128.32 feet to a Point of Curvature of a circular curve to the right, having a radius of 132.00 feet, a central angle of 22 deg. 23 min. 59 sec., and being subtended by a chord which bears South 10 deg. 05 min. 22 sec. West - 51.28 feet;

## LEGAL DESCRIPTION CONT...

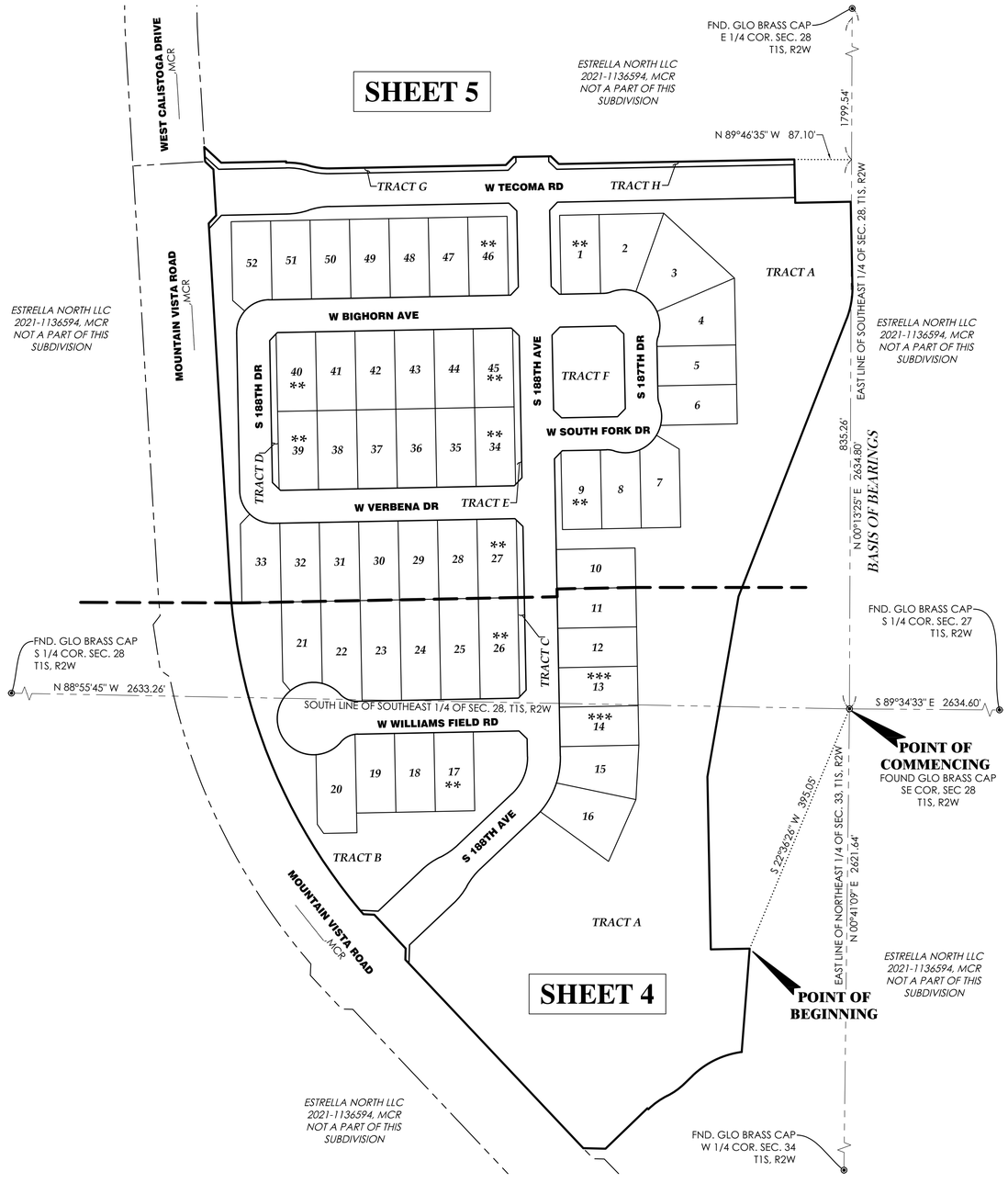
**THENCE** in a southerly direction along said curve to the right, a distance of 51.61 feet;

**THENCE** South 21 deg. 17 min. 22 sec. West tangent to said curve, a distance of 452.46 feet;

**THENCE** South 09 deg. 46 min. 26 sec. West, a distance of 278.26 feet;

**THENCE** South 01 deg. 06 min. 37 sec. East, a distance of 262.55 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 59.16 feet to the **POINT OF BEGINNING**, containing 1,040,299 square feet or 23.882 acres of land, more or less.




| LEGEND | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLS | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| | PLAT BOUNDARY LINE |
| | RIGHT-OF-WAY LINE |
| | ADJOINER LINE |
| | SECTION LINE |
| | EASEMENT LINE |
| | CENTER LINE |
| | MATCH LINE |
| | FLOODPLAIN |

DATE PREPARED: FEBRUARY 2024



REGISTERED LAND SURVEYOR CERTIFICATE NO. 54332 JOHN N. ROGERS 9/16/2024 ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 47373 JOSHUA S. MOYSES 9/16/2024 ARIZONA, U.S.A.

PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"FINAL PLAT OF MONTECITO - PARCEL 9.41"

W:\10922A - Montecito - 9.39-9.42\COGO\PLAT\FPLAT 9.41\10922A-FPLAT PH 9.41SHEETS.dwg

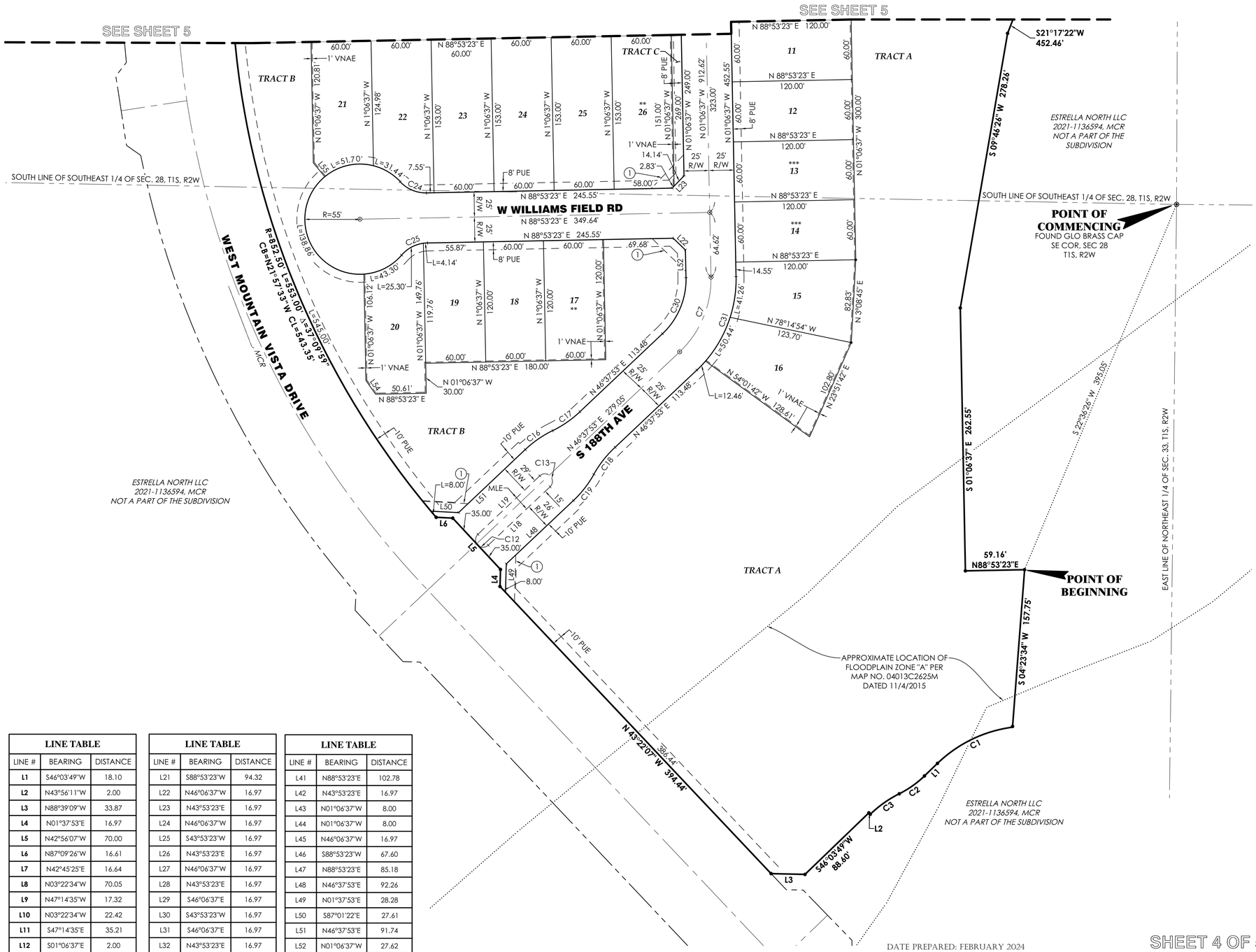
# "FINAL PLAT OF MONTECITO - PARCEL 9.41"

| LEGEND | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLS | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
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| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| ——— | PLAT BOUNDARY LINE |
| ——— | RIGHT-OF-WAY LINE |
| ——— — — ——— | ADJOINER LINE |
| ——— — — ——— | SECTION LINE |
| — — — — — | EASEMENT LINE |
| ——— — ——— | CENTER LINE |
| ——— — — ——— | MATCH LINE |
| ..... | FLOODPLAIN |

N W E S

GRAPHIC SCALE 1"=50'

0 50 100 150




## CURVE TABLE

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| **C1** | 133.00 | 84.59 | 36°26'29" | S64°17'03"W | 83.17 |
| **C2** | 102.00 | 30.87 | 17°20'29" | S54°44'03"W | 30.75 |
| **C3** | 118.00 | 35.71 | 17°20'29" | S54°44'03"W | 35.58 |
| **C4** | 118.00 | 35.71 | 17°20'29" | S82°26'23"E | 35.58 |
| **C5** | 102.00 | 30.87 | 17°20'29" | S82°26'23"E | 30.75 |
| **C6** | 132.00 | 51.61 | 22°23'59" | S10°05'22"W | 51.28 |
| C7 | 100.00 | 83.32 | 47°44'30" | N22°45'38"E | 80.94 |
| C8 | 25.00 | 39.27 | 90°00'00" | N46°06'37"W | 35.36 |
| C9 | 25.00 | 39.27 | 90°00'00" | N43°53'23"E | 35.36 |
| C10 | 110.00 | 33.29 | 17°20'29" | N80°13'08"E | 33.17 |
| C11 | 110.00 | 33.29 | 17°20'29" | N80°13'08"E | 33.17 |
| C12 | 7.50 | 23.56 | 180°00'00" | N43°22'07"W | 15.00 |
| C13 | 7.50 | 23.56 | 180°00'00" | S43°22'07"E | 15.00 |
| C14 | 7.50 | 23.56 | 180°00'00" | N01°06'37"W | 15.00 |
| C15 | 7.50 | 23.56 | 180°00'00" | S01°06'37"E | 15.00 |
| C16 | 110.00 | 33.29 | 17°20'29" | N55°18'07"E | 33.17 |
| C17 | 110.00 | 33.29 | 17°20'29" | N55°18'07"E | 33.17 |
| C18 | 110.00 | 33.29 | 17°20'29" | N37°57'38"E | 33.17 |
| C19 | 110.00 | 33.29 | 17°20'29" | N37°57'38"E | 33.17 |
| C20 | 35.00 | 11.72 | 19°11'17" | S79°17'44"W | 11.67 |
| C21 | 35.00 | 11.72 | 19°11'17" | N08°29'01"E | 11.67 |
| C22 | 35.00 | 11.72 | 19°11'17" | N10°42'16"W | 11.67 |
| C23 | 35.00 | 11.72 | 19°11'17" | S81°30'59"E | 11.67 |
| C24 | 35.00 | 29.44 | 48°11'23" | S67°00'56"E | 28.58 |
| C25 | 35.00 | 29.44 | 48°11'23" | S64°47'41"W | 28.58 |
| C26 | 110.00 | 33.29 | 17°20'29" | S82°26'23"E | 33.17 |
| C27 | 110.00 | 33.29 | 17°20'29" | S82°26'23"E | 33.17 |
| C28 | 50.00 | 78.54 | 90°00'00" | N43°53'23"E | 70.71 |
| C29 | 50.00 | 78.54 | 90°00'00" | N46°06'37"W | 70.71 |
| C30 | 75.00 | 62.49 | 47°44'30" | N22°45'38"E | 60.70 |
| C31 | 125.00 | 104.16 | 47°44'30" | N22°45'38"E | 101.17 |

## LINE TABLE

| LINE # | BEARING | DISTANCE |
|---|---|---|
| **L1** | S46°03'49"W | 18.10 |
| **L2** | N43°56'11"W | 2.00 |
| **L3** | N88°39'09"W | 33.87 |
| **L4** | N01°37'53"E | 16.97 |
| **L5** | N42°56'07"W | 70.00 |
| **L6** | N87°09'26"W | 16.61 |
| **L7** | N42°45'25"E | 16.64 |
| **L8** | N03°22'34"W | 70.05 |
| **L9** | N47°14'35"W | 17.32 |
| **L10** | N03°22'34"W | 22.42 |
| **L11** | S47°14'35"E | 35.21 |
| **L12** | S01°06'37"E | 2.00 |
| **L13** | N43°53'23"E | 16.97 |
| **L14** | S46°06'37"E | 16.97 |
| **L15** | S01°06'37"E | 66.00 |
| L16 | N43°53'23"E | 35.36 |
| L17 | S46°06'37"E | 35.36 |
| L18 | S46°37'53"W | 85.01 |
| L19 | N46°37'53"E | 85.01 |
| L20 | N88°53'23"E | 94.32 |

## LINE TABLE

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L21 | S88°53'23"W | 94.32 |
| L22 | N46°06'37"W | 16.97 |
| L23 | N43°53'23"E | 16.97 |
| L24 | N46°06'37"W | 16.97 |
| L25 | S43°53'23"W | 16.97 |
| L26 | N43°53'23"E | 16.97 |
| L27 | N46°06'37"W | 16.97 |
| L28 | N43°53'23"E | 16.97 |
| L29 | S46°06'37"E | 16.97 |
| L30 | S43°53'23"W | 16.97 |
| L31 | S46°06'37"E | 16.97 |
| L32 | N43°53'23"E | 16.97 |
| L33 | N46°06'37"W | 16.97 |
| L34 | N43°53'23"E | 16.97 |
| L35 | N46°06'37"W | 16.97 |
| L36 | N43°53'23"E | 16.97 |
| L37 | N46°06'37"W | 16.97 |
| L38 | N88°53'23"E | 100.01 |
| L39 | N42°45'25"E | 27.72 |
| L40 | S47°14'35"E | 28.84 |

## LINE TABLE

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L41 | N88°53'23"E | 102.78 |
| L42 | N43°53'23"E | 16.97 |
| L43 | N01°06'37"W | 8.00 |
| L44 | N01°06'37"W | 8.00 |
| L45 | N46°06'37"W | 16.97 |
| L46 | S88°53'23"W | 67.60 |
| L47 | N88°53'23"E | 85.18 |
| L48 | N46°37'53"E | 92.26 |
| L49 | N01°37'53"E | 28.28 |
| L50 | S87°01'22"E | 27.61 |
| L51 | N46°37'53"E | 91.74 |
| L52 | N01°06'37"W | 27.62 |
| L53 | N01°06'37"W | 249.00 |
| L54 | N35°02'49"W | 16.82 |
| L55 | N39°31'51"W | 18.00 |
| L56 | N43°53'23"E | 20.71 |
| L57 | S58°54'07"E | 40.51 |
| L58 | N48°50'12"W | 24.33 |

DATE PREPARED: FEBRUARY 2024



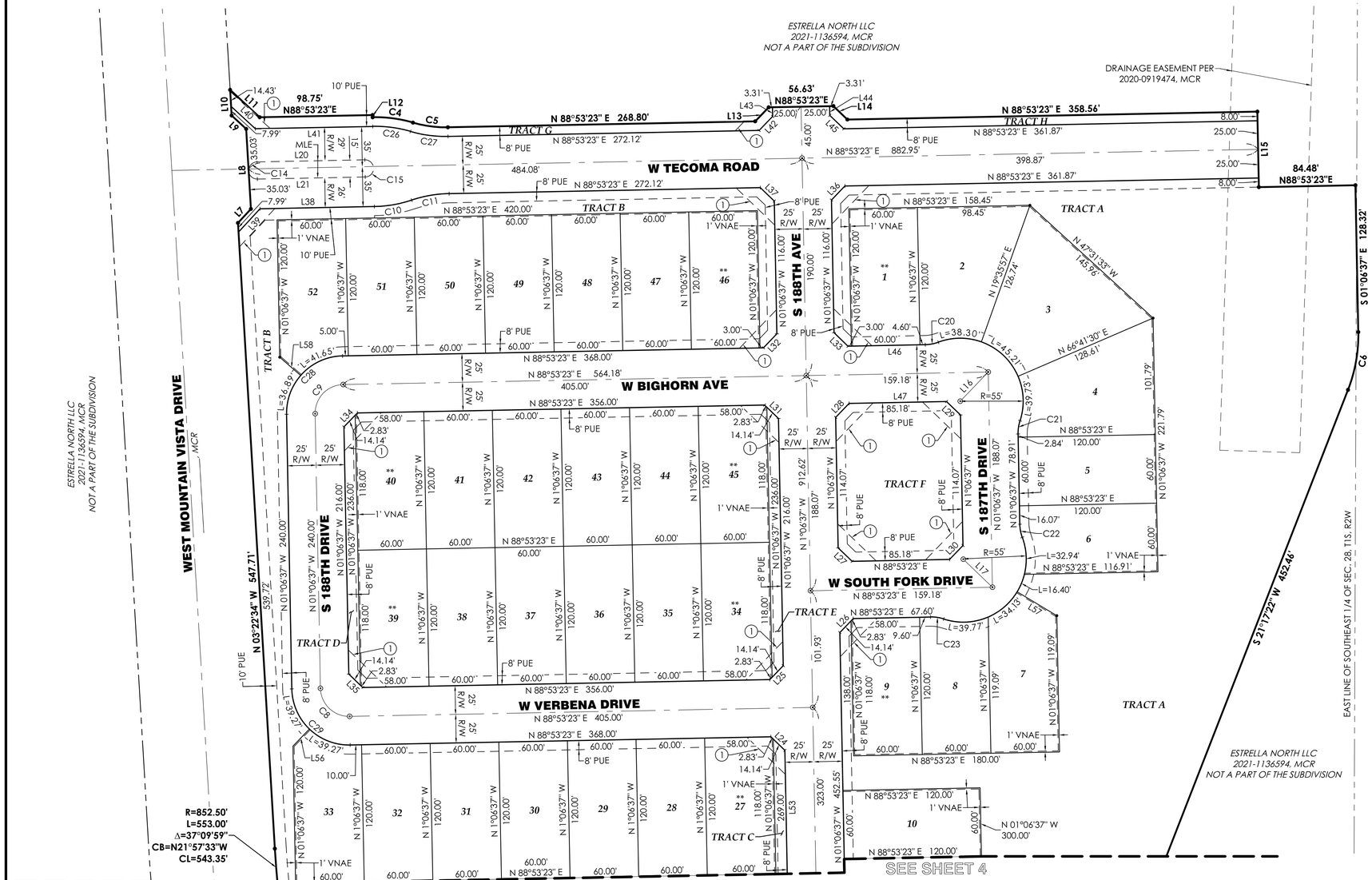
REGISTERED LAND SURVEYOR — 54332 — JOHN N. ROGERS — 9/16/2024 — ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR — 47373 — JOSHUA S. MOYSES — 9/16/2024 — ARIZONA, U.S.A.

PREPARED BY:
GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

W:\10922A - Montecito - 9.39-9.42\COGO\PLAT\FPLAT 9.41\10922A-FPLAT PH 9.41SHEETS.dwg




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | S46°03'49"W | 18.10 |
| L2 | N43°56'11"W | 2.00 |
| L3 | N88°39'09"W | 33.87 |
| L4 | N01°37'53"E | 16.97 |
| L5 | N42°56'07"W | 70.00 |
| L6 | N87°09'26"W | 16.61 |
| L7 | N42°45'25"E | 16.64 |
| L8 | N03°22'34"W | 70.05 |
| L9 | N47°14'35"W | 17.32 |
| L10 | N03°22'34"W | 22.42 |
| L11 | S47°14'35"E | 35.21 |
| L12 | S01°06'37"E | 2.00 |
| L13 | N43°53'23"E | 16.97 |
| L14 | S46°06'37"E | 16.97 |
| L15 | S01°06'37"E | 66.00 |
| L16 | N43°53'23"E | 35.36 |
| L17 | S46°06'37"E | 35.36 |
| L18 | S46°37'53"W | 85.01 |
| L19 | N46°37'53"E | 85.01 |
| L20 | N88°53'23"E | 94.32 |
| L21 | S88°53'23"W | 94.32 |
| L22 | N46°06'37"W | 16.97 |
| L23 | N43°53'23"E | 16.97 |
| L24 | N46°06'37"W | 16.97 |
| L25 | S43°53'23"W | 16.97 |
| L26 | N43°53'23"E | 16.97 |
| L27 | N46°06'37"W | 16.97 |
| L28 | N43°53'23"E | 16.97 |
| L29 | S46°06'37"E | 16.97 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L30 | S43°53'23"W | 16.97 |
| L31 | S46°06'37"E | 16.97 |
| L32 | N43°53'23"E | 16.97 |
| L33 | N46°06'37"W | 16.97 |
| L34 | N43°53'23"E | 16.97 |
| L35 | N46°06'37"W | 16.97 |
| L36 | N43°53'23"E | 16.97 |
| L37 | N46°06'37"W | 16.97 |
| L38 | N88°53'23"E | 100.01 |
| L39 | N42°45'25"E | 27.72 |
| L40 | S47°14'35"E | 28.84 |
| L41 | N88°53'23"E | 102.78 |
| L42 | N43°53'23"E | 16.97 |
| L43 | N01°06'37"W | 8.00 |
| L44 | N01°06'37"W | 8.00 |
| L45 | N46°06'37"W | 16.97 |
| L46 | S88°53'23"W | 67.60 |
| L47 | N88°53'23"E | 85.18 |
| L48 | N46°37'53"E | 92.26 |
| L49 | N01°37'53"E | 28.28 |
| L50 | S87°01'22"E | 27.61 |
| L51 | N46°37'53"E | 91.74 |
| L52 | N01°06'37"W | 27.62 |
| L53 | N01°06'37"W | 249.00 |
| L54 | N35°02'49"W | 16.82 |
| L55 | N39°31'51"W | 18.00 |
| L56 | N43°53'23"E | 20.71 |
| L57 | S58°54'07"E | 40.51 |
| L58 | N48°50'12"W | 24.33 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 133.00 | 84.59 | 36°26'29" | S64°17'03"W | 83.17 |
| C2 | 102.00 | 30.87 | 17°20'29" | S54°44'03"W | 30.75 |
| C3 | 118.00 | 35.71 | 17°20'29" | S54°44'03"W | 35.58 |
| C4 | 118.00 | 35.71 | 17°20'29" | S82°26'23"E | 35.58 |
| C5 | 102.00 | 30.87 | 17°20'29" | S82°26'23"E | 30.75 |
| C6 | 132.00 | 51.61 | 22°23'59" | S10°05'22"W | 51.28 |
| C7 | 100.00 | 83.32 | 47°44'30" | N22°45'38"E | 80.94 |
| C8 | 25.00 | 39.27 | 90°00'00" | N46°06'37"W | 35.36 |
| C9 | 25.00 | 39.27 | 90°00'00" | N43°53'23"E | 35.36 |
| C10 | 110.00 | 33.29 | 17°20'29" | N80°13'08"E | 33.17 |
| C11 | 110.00 | 33.29 | 17°20'29" | N80°13'08"E | 33.17 |
| C12 | 7.50 | 23.56 | 180°00'00" | N43°22'07"W | 15.00 |
| C13 | 7.50 | 23.56 | 180°00'00" | S43°22'07"E | 15.00 |
| C14 | 7.50 | 23.56 | 180°00'00" | N01°06'37"W | 15.00 |
| C15 | 7.50 | 23.56 | 180°00'00" | S01°06'37"E | 15.00 |
| C16 | 110.00 | 33.29 | 17°20'29" | N55°18'07"E | 33.17 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C17 | 110.00 | 33.29 | 17°20'29" | N55°18'07"E | 33.17 |
| C18 | 110.00 | 33.29 | 17°20'29" | N37°57'38"E | 33.17 |
| C19 | 110.00 | 33.29 | 17°20'29" | N37°57'38"E | 33.17 |
| C20 | 35.00 | 11.72 | 19°11'17" | S79°17'44"W | 11.67 |
| C21 | 35.00 | 11.72 | 19°11'17" | N08°29'01"E | 11.67 |
| C22 | 35.00 | 11.72 | 19°11'17" | N10°42'16"W | 11.67 |
| C23 | 35.00 | 11.72 | 19°11'17" | S81°30'59"E | 11.67 |
| C24 | 35.00 | 29.44 | 48°11'23" | S67°00'56"E | 28.58 |
| C25 | 35.00 | 29.44 | 48°11'23" | S64°47'41"W | 28.58 |
| C26 | 110.00 | 33.29 | 17°20'29" | S82°26'23"E | 33.17 |
| C27 | 110.00 | 33.29 | 17°20'29" | S82°26'23"E | 33.17 |
| C28 | 50.00 | 78.54 | 90°00'00" | N43°53'23"E | 70.71 |
| C29 | 50.00 | 78.54 | 90°00'00" | N46°06'37"W | 70.71 |
| C30 | 75.00 | 62.49 | 47°44'30" | N22°45'38"E | 60.70 |
| C31 | 125.00 | 104.16 | 47°44'30" | N22°45'38"E | 101.17 |

**LEGEND**

| | |
|---|---|
| ⊙ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| MLS | MAINTENANCE LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| ——— | PLAT BOUNDARY LINE |
| ——— | RIGHT-OF-WAY LINE |
| ——— — ——— | ADJOINER LINE |
| ——— — ——— | SECTION LINE |
| — — — — — | EASEMENT LINE |
| ——— · ——— | CENTER LINE |
| ——— ——— | MATCH LINE |
| ..... | FLOODPLAIN |

N

W E

S

GRAPHIC SCALE 1"=50'

0 50 100 150

DATE PREPARED: FEBRUARY 2024

SHEET 5 OF 5

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
9/15/2024
ARIZONA, U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
9/15/2024
ARIZONA, U.S.A.

PREPARED BY:

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:

STRATEGIC SURVEYING

STRATEGIC
SURVEYING, LLC

1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

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DATE:
CAR #: 202X-XXXX
CASE #:

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.7, MONTECITO PARCEL 9.39 & 9.40, MONTECITO PARCEL 9.41, AND MONTECITO PARCEL 9.42

## STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

**OTHER PRESENTER(S):** Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

### SUMMARY:

Preliminary Plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 subdividing approximately 71 acres of property into 365 lots and 39 tracts. (Case Nos. 22-500-00001, 21-500-00004, 21-500-00005, & 21-500-00006)

### RECOMMENDATION:

Approve the Estrella Parcel 9.7 Preliminary Plat, the Preliminary Plat of Montecito – Parcel 9.39 & 9.40, the Preliminary Plat for Montecito Parcel 9.41, and the Preliminary Plat for Montecito Parcel 9.42, subject to stipulations:

**STIPULATIONS:** The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 (collectively the "Estrella Parcel 9 Preliminary Plats"):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the "Estrella Parcel 9 Final Plats"); and

2. Two of the Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.7 and 9.42) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022 -1544 becomes effective; and
3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property 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(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the “Rainbow Valley WRF Expansion(s)”); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351$^{st}$ lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351$^{st}$ lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are

conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and

6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:

    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and

    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and

7. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the “Loop Improvements”). The Loop Improvements shall include wash crossings that meet the requirements of the City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, no certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and

8. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single

project, and unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and

9. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed for the City to provide services to such property has been completed and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and

10. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

11. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property included within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and

12. Owner shall dedicate to the City, by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property included within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-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 Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and
13. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 included within the Estrella Parcel 9 Preliminary Plats; and
14. In addition to the specific infrastructure identified herein, Owner shall construct 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;
15. Prior to approval of the construction documents for any of the infrastructure improvements Owner is required to construct as set forth herein, the Owner shall provide a recorded document showing that the existing drainage easement recorded in the Official Records of Maricopa County at Instrument 2020-0919474 has been partially abandoned within the area of the proposed lots, right of way, and public utility easements.

**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 within the Calistoga Drive and Mountain Vista Drive loop. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as a mix of SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.7 and 9.42 is being processed concurrently with these preliminary plats. Parcel 9.42 is proposed for the SFD/A (single family detached/attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. Parcel 9.7 is proposed for SFD-50 single family detached with a minimum lot width of 50 feet). If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

## 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. Subject to the satisfaction of the conditions of approval set forth above and as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats 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:

The request is to subdivide approximately 28 acres into 95 lots and 8 tracts within Parcel 9.7, approximately 18 acres into 97 lots and 14 tracts within Parcels 9.39 and 9.40, approximately 9 acres into 52 lots and 10 tracts within Parcel 9.41 and approximately 16

acres into 121 lots and 7 tracts within Parcel 9.42. In total, these preliminary plats include approximately 71 acres of property into 365 lots and 39 tracts. The subdivision reflected in the preliminary plats presented herein will be accessed by entries off of West Calistoga Drive and West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the four respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent on all of the preliminary plats presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Calistoga Drive; Existing Parcel 9.43
- East – Existing Parcel 9.6 and Parcel 9.23 (Future park site)
- South – W. Mountain Vista Drive; Future Parcels 9.18 and 9.21
- West – W. Calistoga Drive; Future residential

The typical lot within Parcel 9.7 is 50-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcel 9.42 will be 47-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcels 9.39 and 9.40 and Parcels 9.41 are 65-feet wide and 120-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 15-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

Approximately 45 acres of open space is provided between the five parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

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 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:

Emergency response times and distances 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 |
| #186 | 1.56 | 0.78 | 5.66 | 2.83 | #182 | 5.12 | 2.56 | 11.44 | 5.72 |

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:

The parcels will be accessible by required entry points off of West Mountain Vista Drive and

Calistoga. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

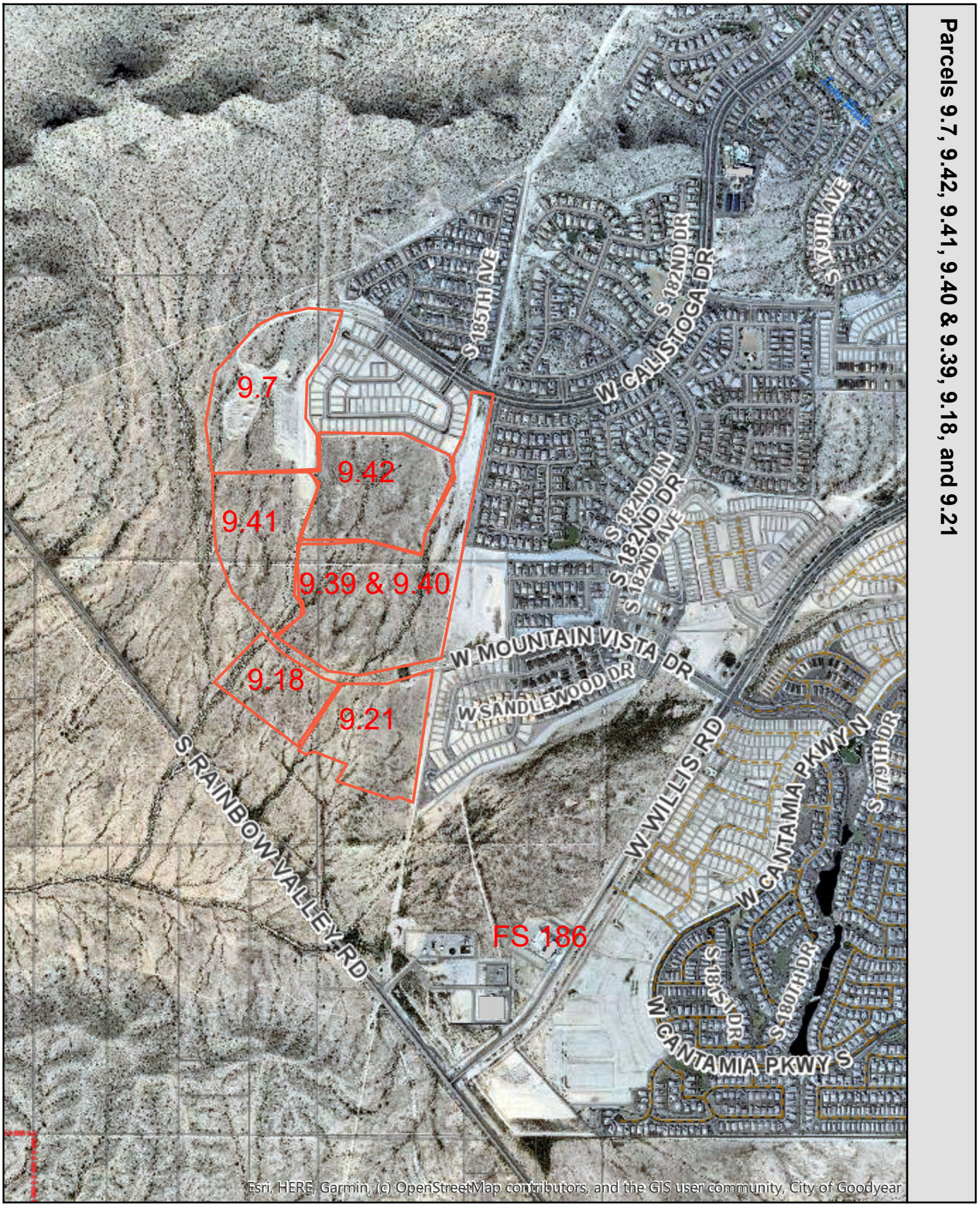
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

**ATTACHMENTS:**

1. Estrella Parcel 9.7 Preliminary Plat,
2. Preliminary Plat of Montecito – Parcel 9.39 & 9.40
3. Preliminary Plat for Montecito Parcel 9.41
4. Preliminary Plat for Montecito Parcel 9.42
5. Aerial Photo

**Name of Map: Estrella Montecito Parcels**

**Description: Preliminary Plats**




**Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21**

ITEM #: 14.
DATE: 06/24/2024
AI #:1941

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **FINAL PLAT OF MONTECITO PARCEL 9.42**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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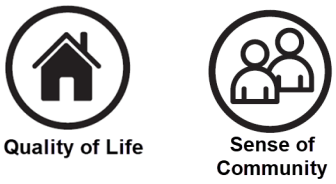
**OTHER PRESENTER(S):**

Jennifer Meyers, Estrella

## SUMMARY

A Final Plat of Montecito Parcel 9.42 subdividing approximately 27.2 acres into 121 lots and 7 tracts at the future intersection of South 187th Avenue and West Tecoma Road, south of Montecito Parcel 9.43. The typical lot size is 47 feet wide by 120 feet deep.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Final Plat of Montecito Parcel 9.42 subdividing approximately 27.2 acres into 121 lots and 7 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

## STIPULATIONS

1. Prior to recordation of the Final Plat of Montecito Parcel 9.42 (the “Final Plat”), Owner shall submit an updated title report for the property included within the Final Plat and shall modify the 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 platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The park that is to be developed within Parcel 9.23 of the Montecito Planned Area

Development adopted by Ordinance No. 2022-1544 is to be constructed in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance No. 2022-1544 that includes the 351st lot created by all final plats recorded after August 29, 2022 that includes any of the property subject to Ordinance No. 2022-1544. This includes, but is not limited to, the final plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42 within the Montecito Planned Area Development that are being presented to Council concurrently with the Final Plat of Montecito Parcel 9.42. If the recordation of the Final Plat of Montecito Parcel 9.42 includes the 351st lot, the park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 shall be constructed in conjunction with vertical construction within this Final Plat; and

4. Prior to the recordation of the Final Plat, the Map of Dedication for W. Calistoga Drive – Phase 4 and the Map of Dedication for W. Mountain Vista Dr. – Phase 2 being presented to council concurrently with this Final Plat shall be approved and recorded.

## 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 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located with Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, Council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42.

## 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.

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**Attachments**

1. Final Plat
2. Preliminary Plat CAR
3. Aerial Map

# FINAL PLAT
OF
# "MONTECITO - PARCEL 9.42"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27
AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, 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 ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "MONTECITO - PARCEL 9.42", A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE SOUTHEAST QUARTER OF SECTION 28, 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 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.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS, SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ESTRELLA NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), HEREBY DECLARES ALL TRACTS A, B, C, D, E, F, AND G INCLUSIVE AS SHOWN ON 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, AN ARIZONA NON-PROFIT CORPORATION, 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 INCLUSIVE FOR THE PURPOSE 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 "PUE" IN TRACTS A, B, C, D, E, F, AND G INCLUSIVE, AND IN LOTS, DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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/OR 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 AND TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENTS 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 OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, AND G ON THIS FINAL PLAT AND 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 PREMISES DESCRIBED HEREIN 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 OPERATING, CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, B, AND G.

## DEDICATION CONT...
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 _____, 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: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

## ACKNOWLEDGEMENT
STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 20____ BY _____, THE _____ OF HARVARD INSTRUMENTS, INC. A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR FP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERSHIP, THE SOLE MEMBER MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

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 ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B, C, D, E, F, AND G REFLECTED HEREIN, THE DEDICATION OF THE VEHICLE NON-ACCESS EASEMENTS REFLECTED HEREIN, AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE _____ DAY OF _____, 20___

ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

BY:_____

NAME:_____

ITS:_____

## BASIS OF BEARINGS
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. BEARING: NORTH 00°13'25" EAST

## H.O.A. NOTE
THE PROJECT WILL BE INCORPORATED INTO THE EXISTING ESTRELLA FOOTHILLS ASSOCIATION

## ACKNOWLEDGEMENT
STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ESTRELLA FOOTHILLS 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 _____

## LENDER'S CONSENT AND SUBORDINATION
THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED APRIL 8, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493, 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, AN ARIZONA CORPORATION

BY:_____
AUTHORIZED REPRESENTATIVE

DATE:_____

## ACKNOWLEDGMENT
STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____ AS _____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

## APPROVALS
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

THIS _____ DAY OF _____, 20___

BY: _____ ATTEST:_____
JOE PIZZILLO, MAYOR DARCIE McCRACKEN, CLERK

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

THIS _____ DAY OF _____, 20___

BY:_____
STEVE SCINTO, CITY ENGINEER

## FLOOD PLAIN
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C2625M, DATED NOVEMBER 4, 2015, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND ZONE "A" DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED.

## LEGAL DESCRIPTION
All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 1 South, 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 GLO brass cap for the Southeast corner of said Section 28, the Southwest corner of said Section 27, the Northeast corner of Section 33, Township 1 South, Range 2 West, and the Northwest corner of Section 34, Township 1 South, Range 2 West, from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2,634.80 feet;

**THENCE** North 44 deg. 39 min. 41 sec. West departing said Section line, a distance of 240.23 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** North 21 deg. 17 min. 22 sec. East, a distance of 452.46 feet to a Point of Curvature of a circular curve to the left, having a radius of 132.00 feet, a central angle of 22 deg. 23 min. 59 sec., and being subtended by a chord which bears North 10 deg. 05 min. 22 sec. East - 51.28 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 51.61 feet;

**THENCE** North 01 deg. 06 min. 37 sec. West tangent to said curve, a distance of 128.32 feet;

**THENCE** South 88 deg. 53 min. 23 sec. West, a distance of 84.48 feet;

**THENCE** North 01 deg. 06 min. 37 sec. West, a distance of 66.00 feet;

**THENCE** North 88 deg. 53 min. 23 sec. East, a distance of 92.88 feet;

**THENCE** North 01 deg. 06 min. 37 sec. West, a distance of 336.90 feet to the most southerly Southwest corner of Estrella Parcel 9.43 as recorded in Book 1549 of Maps, Page 30 of Maricopa County Records (MCR);

**THENCE** North 89 deg. 35 min. 33 sec. East along the South line of said Parcel 9.43, a distance of 824.14 feet;

**THENCE** South 61 deg. 55 min. 15 sec. East along said South line, a distance of 422.79 feet;

**THENCE** South 37 deg. 43 min. 06 sec. East along said South line, a distance of 45.89 feet to the Southeast corner of said Parcel 9.43;

**THENCE** South 52 deg. 16 min. 54 sec. West, a distance of 6.78 feet;

**THENCE** South 24 deg. 36 min. 35 sec. East, a distance of 121.07 feet;

**THENCE** South 14 deg. 34 min. 39 sec. West, a distance of 54.10 feet;

**THENCE** South 24 deg. 18 min. 42 sec. West, a distance of 75.73 feet;

**THENCE** South 31 deg. 41 min. 56 sec. West, a distance of 47.09 feet;

**THENCE** South 28 deg. 04 min. 45 sec. West, a distance of 470.00 feet;

**THENCE** South 06 deg. 30 min. 26 sec. West, a distance of 184.37 feet;

**THENCE** North 79 deg. 14 min. 01 sec. West, a distance of 590.30 feet;

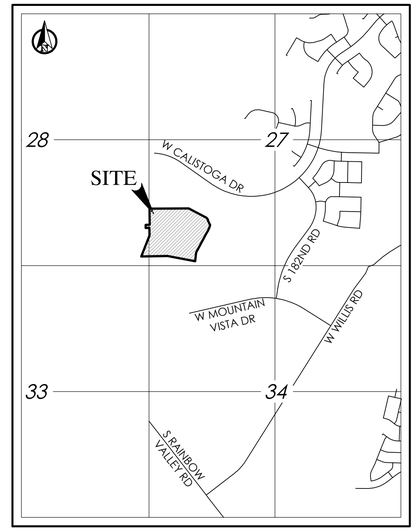
**THENCE** South 88 deg. 53 min. 23 sec. West, a distance of 550.17 feet to the **POINT OF BEGINNING**, containing 1,184,276 square feet or 27.187 acres of land, more or less.

## SHEET INDEX

| | |
|---|---|
| SHEET 1 | COVER SHEET |
| SHEET 2 | DETAIL SHEET |
| SHEET 3 | KEY MAP, LEGEND |
| SHEET 4-5 | FINAL PLAT SHEETS |


## UTILITY SERVICES
WATER----------CITY OF GOODYEAR
SEWER----------CITY OF GOODYEAR
FIRE----------CITY OF GOODYEAR
ELECTRIC----------APS
NATURAL GAS----------SOUTHWEST GAS
TELEPHONE----------CENTURY LINK
RECLAIMED WATER----------NEWLAND

OWNER/DEVELOPER:
**ESTRELLA NORTH LLC**
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, AZ 85255
ATTN: TIMOTHY P. BRISLIN
TELEPHONE: (480) 348-1118




## VICINITY MAP
N.T.S.

## 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 COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S.
MOYSES
1/23/2026
ARIZONA, U.S.A.

BY: JOSHUA S. MOYSES, R.L.S. #47373
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE., SUITE 4
TEMPE, ARIZONA 85282
(480) 272-7634

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT 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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
1/23/2026
ARIZONA, U.S.A.

BY: JOHN N. ROGERS, R.L.S. #54332
GMcivil
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES 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.

All improvements related to Parcel 9.7, 9.39/9.40, 9.41, 9.42, Mountain Vista Drive Phase 2, Calistoga Drive Phase 4, and Wash I-66 Channelization plans are to be constructed concurrently.

DATE PREPARED: JANUARY 2024



PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"FINAL PLAT OF MONTECITO - PARCEL 9.42"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.42\10922A-FPLAT PH 9.42 SHEETS.dwg

## 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 OF 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 SO 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 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.

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 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.

6. STRUCTURES WITHIN UNOBSTRUCTED VIEW 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 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.

7. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

8. THIS 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 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.

9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

## NOTES CONT...

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.

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 54, 55, 69, 70, 85, 86, 102, 103, AND 121.

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 LOTS 32 AND 33.

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, AND 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. TYPICAL SIDE STREET TRACTS ARE 10' WIDE.

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 A USE.

29. THE NEAREST FIRE STATION TO THIS SUBDIVISION IS STATION NO. 182, WHICH IS LOCATED AT THE NORTHEAST CORNER OF S. ESTRELLA PARKWAY AND S. 175TH DRIVE. THIS STATION IS LOCATED APPROXIMATELY 3.8 MILES FROM THE SUBDIVISION.

30. MONTECITO - PARCEL 9.42 IS SUBJECT TO ODOR AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE WATER RECLAMATION FACILITY. 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 THE WATER RECLAMATION FACILITY NEAR AND OVER THE AREA.

31. UNLESS AN APPROVED AMENDMENT TO THE RECORDED DOCUMENT 2006-0299531 IS APPROVED, NO CONSTRUCTION PERMITS FOR SINGLE FAMILY RESIDENCES SHALL BE ISSUED WITHIN THE 1,000 FOOT SETBACK FROM THE RAINBOW VALLEY WASTEWATER TREATMENT PLANT IDENTIFIED IN THAT CERTAIN DOCUMENT TITLE LAND USE AGREEMENT AND PERPETUAL EASEMENT RESTRICTING LAND USES ADJACENT TO THE RAINBOW VALLEY WATER RECLAMATION FACILITY AND PROVIDING FOR NOISE AND ODOR SETBACKS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NUMBER 2006-0299531.

32. NO CONSTRUCTION PERMITS FOR SINGLE FAMILY RESIDENCES SHALL BE ISSUED WITHIN THE 350 FOOT SETBACK FROM THE RAINBOW VALLEY WASTEWATER TREATMENT PLANT IDENTIFIED IN THE CERTAIN DOCUMENT TITLE LAND USE AGREEMENT AND PERPETUAL EASEMENT RESTRICTING LAND USES ADJACENT TO THE RAINBOW VALLEY WATER RECLAMATION FACILITY AND PROVIDING FOR NOISE AND ODOR SETBACKS RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AT INSTRUMENT NUMBER 2006-0299531.

### LOT AREA TABLE

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 1 | 5832 | 0.134 |
| 2 | 5512 | 0.127 |
| 3 | 5640 | 0.129 |
| 4 | 5640 | 0.129 |
| 5 | 5640 | 0.129 |
| 6 | 5640 | 0.129 |
| 7 | 5640 | 0.129 |
| 8 | 5640 | 0.129 |
| 9 | 5640 | 0.129 |
| 10 | 5640 | 0.129 |
| 11 | 5640 | 0.129 |
| 12 | 5640 | 0.129 |
| 13 | 5640 | 0.129 |
| 14 | 5640 | 0.129 |
| 15 | 5764 | 0.132 |
| 16 | 6625 | 0.152 |
| 17 | 6625 | 0.152 |
| 18 | 6135 | 0.141 |
| 19 | 5640 | 0.129 |
| 20 | 5640 | 0.129 |
| 21 | 5640 | 0.129 |
| 22 | 5640 | 0.129 |
| 23 | 5640 | 0.129 |
| 24 | 5796 | 0.133 |
| 25 | 9249 | 0.212 |
| 26 | 9301 | 0.214 |
| 27 | 6930 | 0.159 |
| 28 | 5710 | 0.131 |
| 29 | 5640 | 0.129 |
| 30 | 5640 | 0.129 |
| 31 | 5640 | 0.129 |
| 32 | 5640 | 0.129 |
| 33 | 5640 | 0.129 |
| 34 | 5640 | 0.129 |
| 35 | 5640 | 0.129 |
| 36 | 5640 | 0.129 |
| 37 | 5640 | 0.129 |
| 38 | 5500 | 0.126 |
| 39 | 5586 | 0.128 |
| 40 | 5640 | 0.129 |
| 41 | 5640 | 0.129 |
| 42 | 8566 | 0.197 |

### LOT AREA TABLE

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 43 | 5640 | 0.129 |
| 44 | 5640 | 0.129 |
| 45 | 5640 | 0.129 |
| 46 | 5640 | 0.129 |
| 47 | 5640 | 0.129 |
| 48 | 5640 | 0.129 |
| 49 | 5640 | 0.129 |
| 50 | 5640 | 0.129 |
| 51 | 5640 | 0.129 |
| 52 | 5949 | 0.137 |
| 53 | 7479 | 0.172 |
| 54 | 5639 | 0.129 |
| 55 | 5632 | 0.129 |
| 56 | 5640 | 0.129 |
| 57 | 5640 | 0.129 |
| 58 | 5640 | 0.129 |
| 59 | 5640 | 0.129 |
| 60 | 5640 | 0.129 |
| 61 | 5640 | 0.129 |
| 62 | 5640 | 0.129 |
| 63 | 5640 | 0.129 |
| 64 | 5640 | 0.129 |
| 65 | 6481 | 0.149 |
| 66 | 7075 | 0.162 |
| 67 | 6589 | 0.151 |
| 68 | 5640 | 0.129 |
| 69 | 5640 | 0.129 |
| 70 | 5640 | 0.129 |
| 71 | 5640 | 0.129 |
| 72 | 5640 | 0.129 |
| 73 | 8479 | 0.195 |
| 74 | 5640 | 0.129 |
| 75 | 5640 | 0.129 |
| 76 | 5640 | 0.129 |
| 77 | 5640 | 0.129 |
| 78 | 5640 | 0.129 |
| 79 | 5640 | 0.129 |
| 80 | 5640 | 0.129 |
| 81 | 5640 | 0.129 |
| 82 | 5640 | 0.129 |
| 83 | 5640 | 0.129 |
| 84 | 5640 | 0.129 |

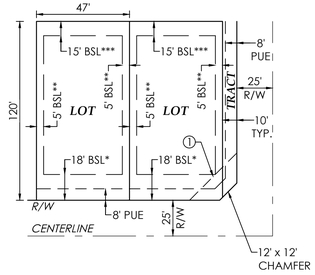
### LOT AREA TABLE

| LOT | AREA (SQ. FT.) | AREA (ACRES) |
|---|---|---|
| 85 | 5638 | 0.129 |
| 86 | 5640 | 0.129 |
| 87 | 5640 | 0.129 |
| 88 | 5640 | 0.129 |
| 89 | 5640 | 0.129 |
| 90 | 5640 | 0.129 |
| 91 | 5640 | 0.129 |
| 92 | 5640 | 0.129 |
| 93 | 5640 | 0.129 |
| 94 | 5640 | 0.129 |
| 95 | 5640 | 0.129 |
| 96 | 6269 | 0.144 |
| 97 | 7099 | 0.163 |
| 98 | 6851 | 0.157 |
| 99 | 5640 | 0.129 |
| 100 | 5640 | 0.129 |
| 101 | 5640 | 0.129 |
| 102 | 5640 | 0.129 |
| 103 | 5638 | 0.129 |
| 104 | 5640 | 0.129 |
| 105 | 5640 | 0.129 |
| 106 | 5640 | 0.129 |
| 107 | 5640 | 0.129 |
| 108 | 5640 | 0.129 |
| 109 | 8712 | 0.200 |
| 110 | 5640 | 0.129 |
| 111 | 5640 | 0.129 |
| 112 | 5640 | 0.129 |
| 113 | 5640 | 0.129 |
| 114 | 5640 | 0.129 |
| 115 | 5640 | 0.129 |
| 116 | 5640 | 0.129 |
| 117 | 5640 | 0.129 |
| 118 | 5640 | 0.129 |
| 119 | 5640 | 0.129 |
| 120 | 5640 | 0.129 |
| 121 | 5640 | 0.129 |

| CALCULATION OF ADJUSTED GROSS AREA | |
|---|---|
| AREA OF LOCAL STREET ROW | 5.06 |
| PLUS AREA SUBDIVIDED INTO LOTS | 16.33 |
| AREA SUBTOTAL | 21.38 |
| APPLY 15% OPEN SPACE FACTOR (CONSTANT) | 0.85 |
| ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) | 25.16 |

| EDU DENSITY CALCULATION | |
|---|---|
| NUMBER OF DWELLING UNITS | 121 |
| DIVIDED BY ADJUSTED GROSS AREA | 25.16 |
| ADJUSTED GROSS DENSITY | 4.81 |

| EDU CALCULATION | |
|---|---|
| NUMBER OF DWELLING UNITS | 121 |
| EQUIVALENT EDU FACTOR FOR 4-6 DU/AC (1.00 PER DU) | 0.82 |
| NUMBER OF EDU'S REQUIRED FOR PROJECT (121 X 0.82 =99.22) | 99.22 |

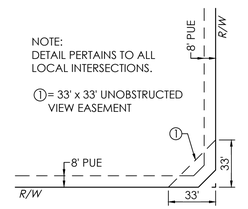



**TYPICAL 47' x 120' LOT DETAIL**
N.T.S.
SETBACKS AND DEVELOPMENT STANDARDS PER SFD-60 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SETBACK TO SIDE ENTRY GARAGE OR LIVABLE SPACE IS 10 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET. FRONT FACING DRIVEWAYS SHALL NOT BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM THE BACK OF SIDEWALKS, OR RIGHT-OF-WAY LINE IF NO SIDEWALK IS PROVIDED, TO THE FRONT FACE OF A GARAGE.

** AWNINGS BAY WINDOWS, FIREPLACES, AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK.

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




**TYPICAL U.V.E. DETAIL FOR LOCAL STREETS**
N.T.S.

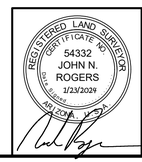
| SITE DATA | | |
|---|---|---|
| DESCRIPTION | SQUARE FEET | ACRES |
| GROSS AREA | 1,184,276 | 27.187 |
| STREET ROW | 220,308 | 5.058 |
| NET AREA | 963,968 | 22.130 |
| LOT SIZE (TYP.) | 47' x 120' | |
| TOTAL LOTS | 121 | |
| AREA SUBDIVIDED INTO LOTS | 711,181 | 16.326 |
| GROSS DENSITY | 4.45 | |
| OPEN SPACE | 252,787 | 5.803 |
| % OF GROSS AREA IN O.S. | 21.345% | |
| % OF PASSIVE AREA IN O.S. | 94.234% | |
| % OF ACTIVE AREA IN O.S. | 5.766% | |
| EXISTING ZONING | P.A.D. | |

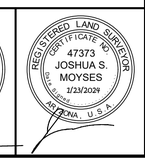
**TRACT USAGE LEGEND**
P.U.E. PUBLIC UTILITY EASEMENT
L.S. LANDSCAPE
O.S. OPEN SPACE

**MAINTENANCE LEGEND**
H.O.A. ESTRELLA FOOTHILLS ASSOCIATION

**TRACT SUMMARY TABLE**

| TRACT | AREA (SQ. FT.) | AREA (ACRES) | USAGE | OWNERS/MAINTENANCE RESPONSIBILITY | PASSIVE/ACTIVE |
|---|---|---|---|---|---|
| TRACT A | 124397 | 2.856 | DRAINAGE, P.U.E., L.S., O.S. | H.O.A. | PASSIVE |
| TRACT B | 29905 | 0.687 | DRAINAGE, P.U.E., L.S., O.S. | H.O.A. | PASSIVE |
| TRACT C | 6864 | 0.158 | P.U.E., L.S., O.S. | H.O.A. | PASSIVE |
| TRACT D | 14576 | 0.335 | P.U.E., L.S., O.S. | H.O.A. | ACTIVE |
| TRACT E | 6078 | 0.140 | P.U.E., L.S., O.S. | H.O.A. | PASSIVE |
| TRACT F | 18495 | 0.425 | P.U.E., L.S., O.S. | H.O.A. | PASSIVE |
| TRACT G | 52472 | 1.205 | DRAINAGE, P.U.E., L.S., O.S. | H.O.A. | PASSIVE |




DATE PREPARED: JANUARY 2024

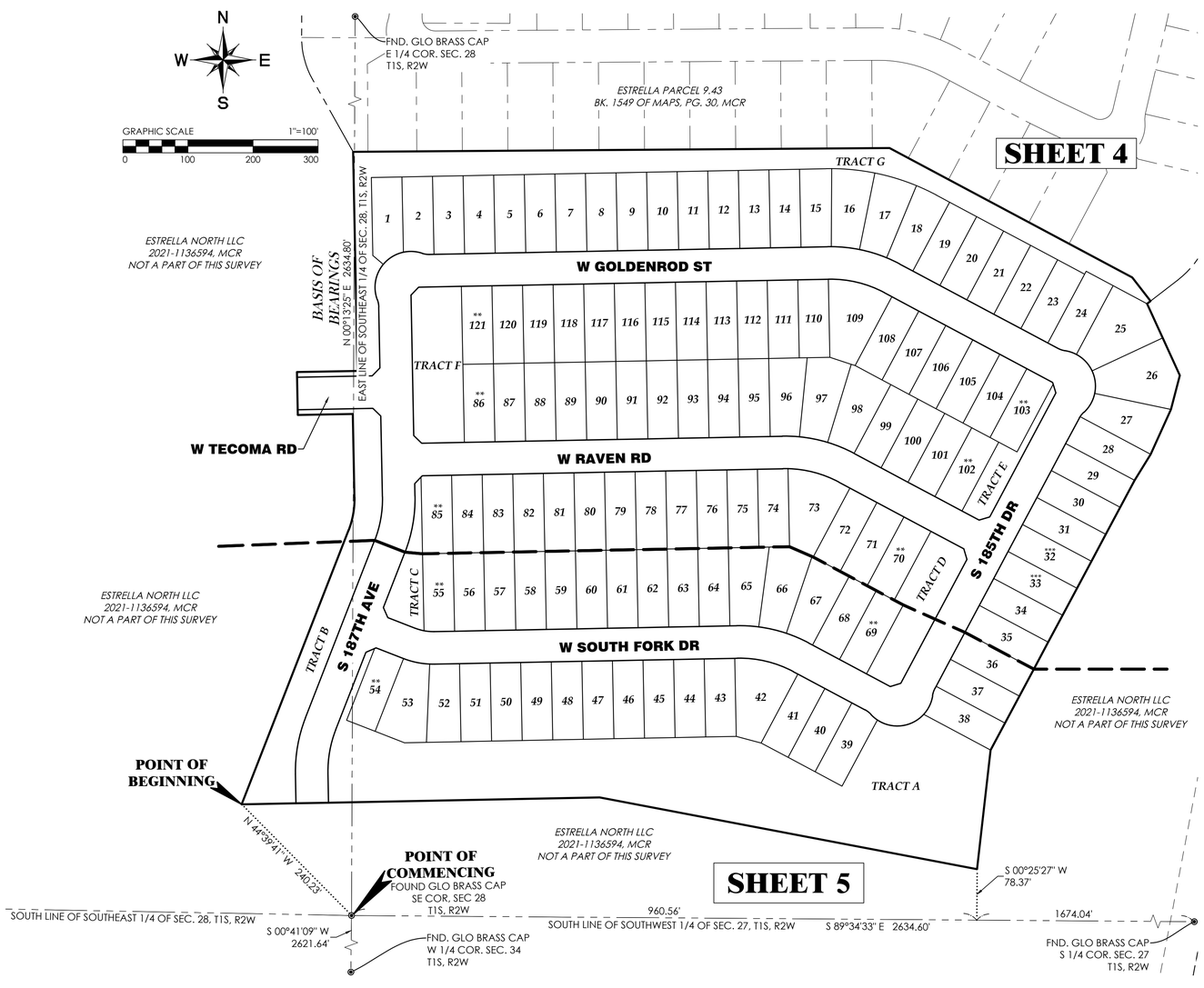


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GM civil
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## LEGEND

| | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| ——— | PLAT BOUNDARY LINE |
| ——— | RIGHT-OF-WAY LINE |
| — — — | ADJOINER LINE |
| — — — | SECTION LINE |
| — — — | EASEMENT LINE |
| — · — | CENTER LINE |
| ——— | MATCH LINE |
| ····· | FLOODPLAIN |

DATE PREPARED: JANUARY 2024



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
1/23/2024
ARIZONA U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
47373
JOSHUA S. MOYSES
1/23/2024
ARIZONA, U.S.A.

PREPARED BY:
GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:
STRATEGIC SURVEYING, LLC
1102 W. SOUTHERN AVE
STE 4
TEMPE, AZ 85282
PH 480-272-7634

"FINAL PLAT OF MONTECITO - PARCEL 9.42"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.42\10922A-FPLAT PH 9.42-SHEET5.dwg

## LEGEND

| | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| DKT | DOCKET |
| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
| (C) | CALCULATED |
| * | KEY LOT |
| ** | CORNER LOT |
| *** | LOT AT T-INTERSECTION |
| | PLAT BOUNDARY LINE |
| | RIGHT-OF-WAY LINE |
| | ADJOINER LINE |
| | SECTION LINE |
| | EASEMENT LINE |
| | CENTER LINE |
| | MATCH LINE |
| | FLOODPLAIN |

N

W E

S

GRAPHIC SCALE 1"=50'

0 50 100 150

EAST LINE OF SOUTHEAST 1/4 OF SEC. 28, T1S, R2W

ESTRELLA PARCEL 9.43
BK. 1549 OF MAPS, PG. 30, MCR
NOT-A-PART OF THE SUBDIVISION

N 89°35'33" E 824.14'

ESTRELLA NORTH LLC
2021-1136594, MCR
NOT A PART OF THE SUBDIVISION

N 01°06'37" W 336.90'

TRACT G

N 88°53'23" E 699.09'

W GOLDENROD ST

N 88°53'23" E 666.66'

N 88°53'23" E 629.66'

N 88°53'23" E 612.08'

S 61°55'15" E 422.79'

S37°43'06"E 45.89'

S52°16'54"W 6.78'

S24°35'35"E 121.07'

S14°34'39"W 54.10'

S 18TH AVE

DRAINAGE EASEMENT PER 2020-0919474, MCR ABANDONED PER _____, MCR

N 88°53'23" E 92.88'

TRACT G

N 88°53'23" E 115.48'

N 88°53'23" E 152.48'

W TECOMA ROAD

N 88°53'23" E 115.48'

TRACT B

S 88°53'23" W 84.48'

66.00'

N01°06'37"W

TRACT F

TRACT C

TRACT D

TRACT E

W RAVEN ROAD

N 88°53'23" E 591.15'

N 88°53'23" E 554.15'

APPROXIMATE LOCATION OF FLOODPLAIN ZONE "A" PER MAP NO. 04013C2625M DATED 11/4/2015

S 185TH DRIVE

ESTRELLA NORTH LLC
2021-1136594, MCR
NOT A PART OF THE SUBDIVISION

N 01°06'37" W 128.32'

R=132.00'
L=51.61'
Δ=22°23'59"
CB=N10°05'22"E
CL=51.28'

N21°17'22"E 452.46'

S 28°04'45" W 470.00'

S31°41'56"W 47.09'

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 5

ESTRELLA NORTH LLC
2021-1136594, MCR
NOT A PART OF THE SUBDIVISION

"FINAL PLAT OF MONTECITO - PARCEL 9.42"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.42\10922A-FPLAT PH 9.42SHEETS.dwg

### LINE TABLE

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L1 | S01°06'37"E | 45.10 |
| L2 | N46°06'37"W | 35.36 |
| L3 | N73°04'45"E | 35.36 |
| L4 | S16°55'15"E | 35.36 |
| L5 | S46°06'37"E | 16.97 |
| L6 | N43°53'23"E | 16.97 |
| L7 | N43°53'23"E | 16.97 |
| L8 | S16°55'15"E | 16.97 |
| L9 | S73°04'45"W | 16.97 |
| L10 | S16°55'15"E | 16.97 |
| L11 | S73°04'45"W | 16.97 |
| L12 | S66°17'22"W | 16.97 |
| L13 | N23°42'38"W | 16.97 |
| L14 | N43°53'23"E | 16.97 |
| L15 | N46°06'37"W | 16.97 |
| L16 | S50°04'00"E | 21.15 |
| L17 | N01°06'37"W | 19.21 |

### CURVE TABLE

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 200.00 | 78.19 | 22°23'59" | S10°05'22"W | 77.69 |
| C2 | 100.00 | 39.09 | 22°23'59" | N79°54'38"W | 38.85 |
| C3 | 200.00 | 101.89 | 29°11'22" | N76°30'56"W | 100.79 |
| C4 | 200.00 | 101.89 | 29°11'22" | N76°30'56"W | 100.79 |
| C5 | 200.00 | 101.89 | 29°11'22" | N76°30'56"W | 100.79 |
| C6 | 200.00 | 78.19 | 22°23'59" | S10°05'22"W | 77.69 |
| C7 | 35.00 | 11.72 | 19°11'17" | S81°30'59"E | 11.67 |
| C8 | 35.00 | 11.72 | 19°11'17" | S71°30'54"E | 11.67 |
| C9 | 35.00 | 11.72 | 19°11'17" | S37°40'23"W | 11.67 |
| C10 | 35.00 | 11.72 | 19°11'17" | S18°29'06"W | 11.67 |
| C11 | 35.00 | 11.72 | 19°11'17" | N52°19'37"W | 11.67 |
| C12 | 345.00 | 175.76 | 29°11'22" | N76°30'56"W | 173.87 |
| C13 | 35.00 | 11.72 | 19°11'17" | N10°42'16"W | 11.67 |
| C14 | 175.00 | 89.15 | 29°11'22" | S76°30'56"E | 88.19 |
| C15 | 225.00 | 114.63 | 29°11'22" | S76°30'56"E | 113.39 |
| C16 | 175.00 | 89.15 | 29°11'22" | N76°30'56"W | 88.19 |
| C17 | 225.00 | 114.63 | 29°11'22" | N76°30'56"W | 113.39 |

### CURVE TABLE

| CURVE # | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C18 | 125.00 | 48.87 | 22°23'59" | N79°54'38"W | 48.56 |
| C19 | 75.00 | 29.32 | 22°23'59" | N79°54'38"W | 29.13 |
| C20 | 175.00 | 68.42 | 22°23'59" | S10°05'22"W | 67.98 |
| C21 | 225.00 | 87.96 | 22°23'59" | S10°05'22"W | 87.40 |
| C22 | 175.00 | 68.42 | 22°23'59" | S10°05'22"W | 67.98 |
| C23 | 225.00 | 87.96 | 22°23'59" | N10°05'22"E | 87.40 |
| C24 | 175.00 | 89.15 | 29°11'22" | S76°30'56"E | 88.19 |
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DATE PREPARED: JANUARY 2024



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
1/23/2024
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CERTIFICATE NO.
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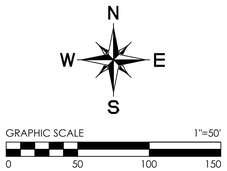
PREPARED BY:
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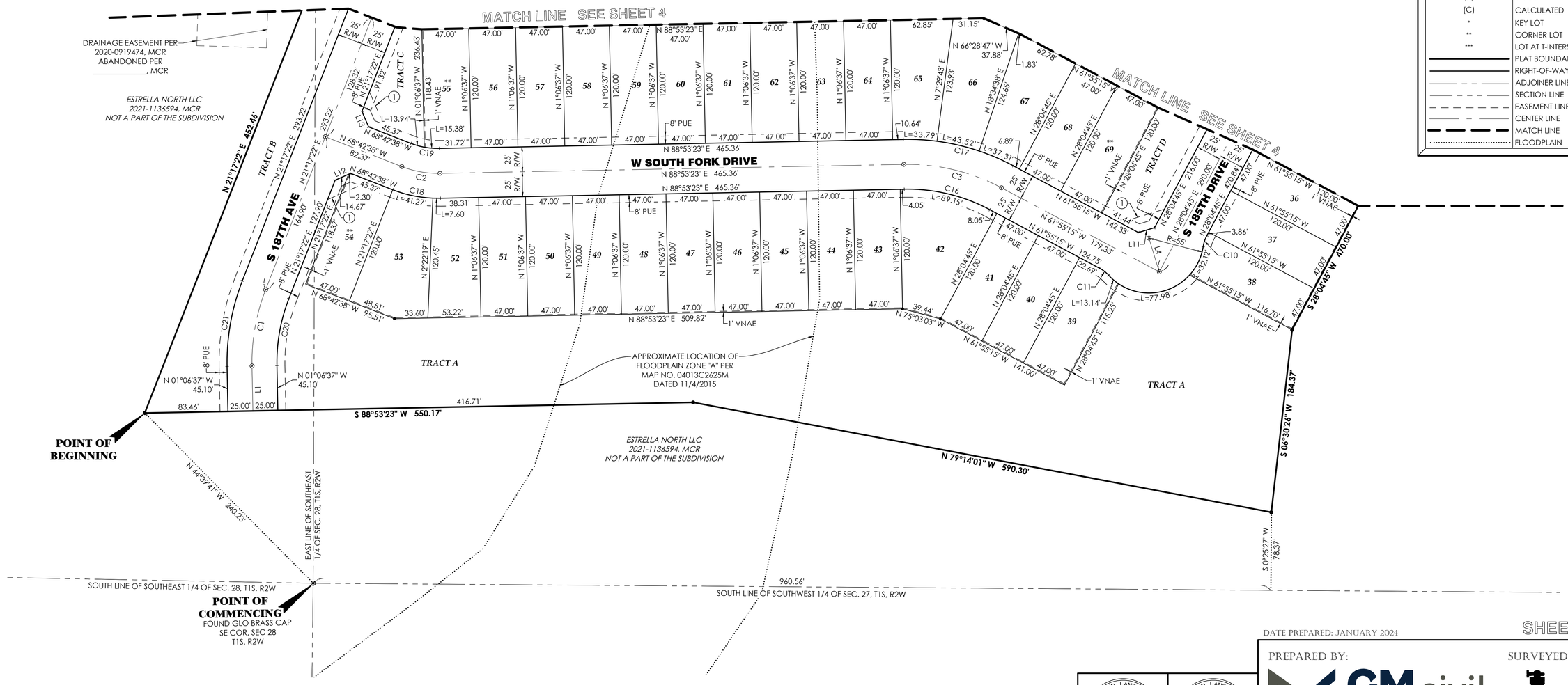
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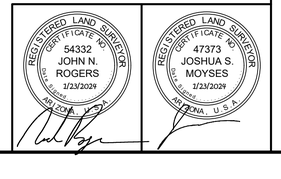



| LEGEND | |
|---|---|
| ◉ | FOUND MONUMENT AS NOTED |
| • | SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C" |
| ◉ | SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B" |
| SQ. FT. | SQUARE FEET |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| LS | LANDSCAPE EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
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| MCR | MARICOPA COUNTY RECORDS |
| (M) | MEASURED |
| (R) | RECORD |
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"FINAL PLAT OF MONTECITO - PARCEL 9.42"

W:\10922A - Montecito - 9.39-9.42\COGO\FPLAT\FPLAT 9.42\10922A-FPLAT PH 9.42-SHEET5.dwg

DATE:
CAR #: 202X-XXXX
CASE #:

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.7, MONTECITO PARCEL 9.39 & 9.40, MONTECITO PARCEL 9.41, AND MONTECITO PARCEL 9.42

## STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

**OTHER PRESENTER(S):** Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

### SUMMARY:

Preliminary Plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 subdividing approximately 71 acres of property into 365 lots and 39 tracts. (Case Nos. 22-500-00001, 21-500-00004, 21-500-00005, & 21-500-00006)

### RECOMMENDATION:

Approve the Estrella Parcel 9.7 Preliminary Plat, the Preliminary Plat of Montecito – Parcel 9.39 & 9.40, the Preliminary Plat for Montecito Parcel 9.41, and the Preliminary Plat for Montecito Parcel 9.42, subject to stipulations:

**STIPULATIONS:** The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 (collectively the "Estrella Parcel 9 Preliminary Plats"):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the "Estrella Parcel 9 Final Plats"); and

2. Two of the Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.7 and 9.42) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022 -1544 becomes effective; and
3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property 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(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the “Rainbow Valley WRF Expansion(s)”); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351$^{st}$ lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351$^{st}$ lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are

conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and

6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:

    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and

    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and

7. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the “Loop Improvements”). The Loop Improvements shall include wash crossings that meet the requirements of the City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, no certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and

8. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single

project, and unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and

9. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed for the City to provide services to such property has been completed and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and

10. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

11. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property included within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and

12. Owner shall dedicate to the City, by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property included within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-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 Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and
13. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 included within the Estrella Parcel 9 Preliminary Plats; and
14. In addition to the specific infrastructure identified herein, Owner shall construct 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;
15. Prior to approval of the construction documents for any of the infrastructure improvements Owner is required to construct as set forth herein, the Owner shall provide a recorded document showing that the existing drainage easement recorded in the Official Records of Maricopa County at Instrument 2020-0919474 has been partially abandoned within the area of the proposed lots, right of way, and public utility easements.

**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 within the Calistoga Drive and Mountain Vista Drive loop. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as a mix of SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.7 and 9.42 is being processed concurrently with these preliminary plats. Parcel 9.42 is proposed for the SFD/A (single family detached/attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. Parcel 9.7 is proposed for SFD-50 single family detached with a minimum lot width of 50 feet). If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

## 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. Subject to the satisfaction of the conditions of approval set forth above and as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats 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:

The request is to subdivide approximately 28 acres into 95 lots and 8 tracts within Parcel 9.7, approximately 18 acres into 97 lots and 14 tracts within Parcels 9.39 and 9.40, approximately 9 acres into 52 lots and 10 tracts within Parcel 9.41 and approximately 16

acres into 121 lots and 7 tracts within Parcel 9.42. In total, these preliminary plats include approximately 71 acres of property into 365 lots and 39 tracts. The subdivision reflected in the preliminary plats presented herein will be accessed by entries off of West Calistoga Drive and West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the four respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent on all of the preliminary plats presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Calistoga Drive; Existing Parcel 9.43
- East – Existing Parcel 9.6 and Parcel 9.23 (Future park site)
- South – W. Mountain Vista Drive; Future Parcels 9.18 and 9.21
- West – W. Calistoga Drive; Future residential

The typical lot within Parcel 9.7 is 50-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcel 9.42 will be 47-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcels 9.39 and 9.40 and Parcels 9.41 are 65-feet wide and 120-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 15-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

Approximately 45 acres of open space is provided between the five parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

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 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:

Emergency response times and distances 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 |
| #186 | 1.56 | 0.78 | 5.66 | 2.83 | #182 | 5.12 | 2.56 | 11.44 | 5.72 |

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:

The parcels will be accessible by required entry points off of West Mountain Vista Drive and

Calistoga. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

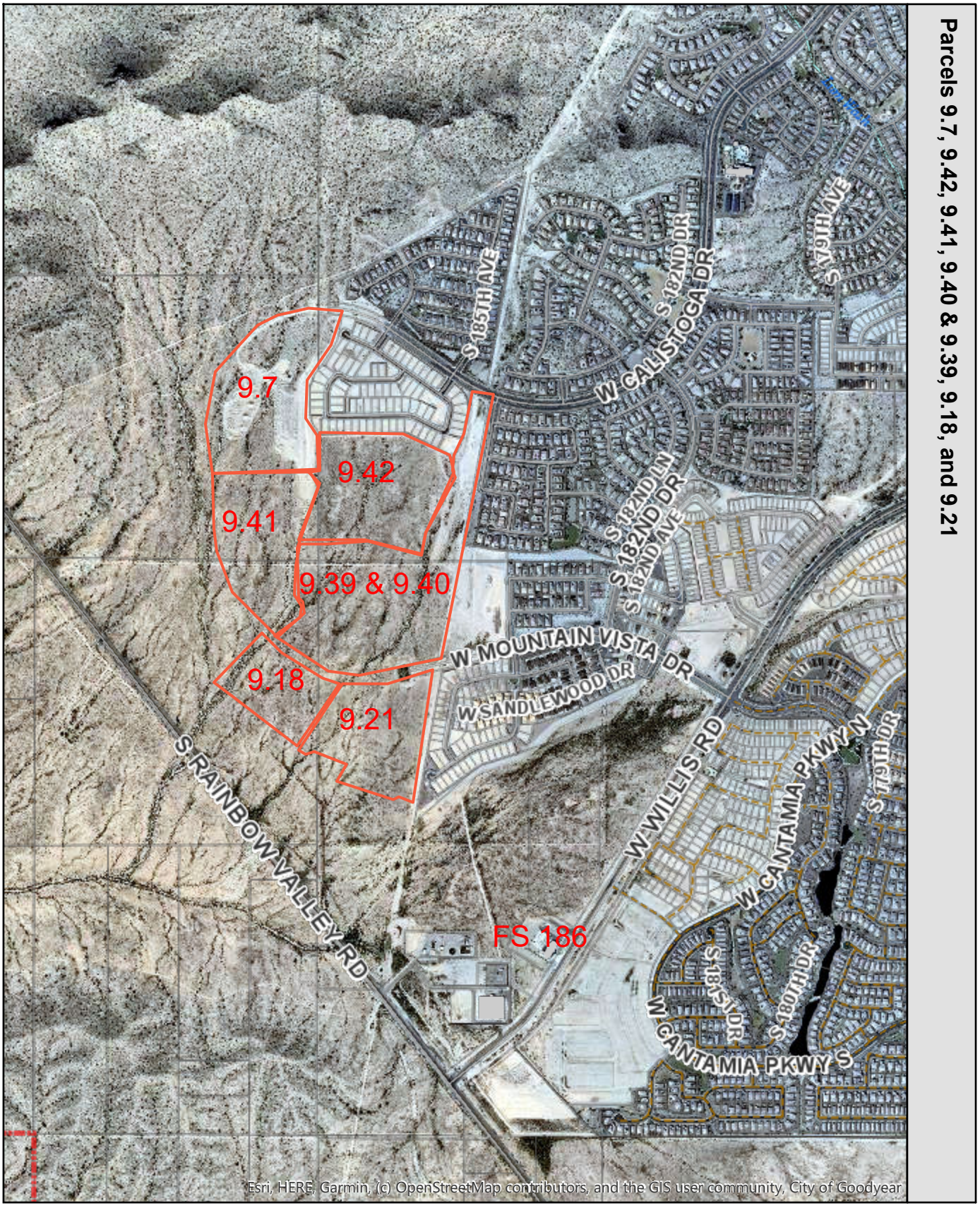
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

**ATTACHMENTS:**

1. Estrella Parcel 9.7 Preliminary Plat,
2. Preliminary Plat of Montecito – Parcel 9.39 & 9.40
3. Preliminary Plat for Montecito Parcel 9.41
4. Preliminary Plat for Montecito Parcel 9.42
5. Aerial Photo

**Name of Map: Estrella Montecito Parcels**

**Description: Preliminary Plats**




**Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21**

ITEM #: 15.
DATE: 06/24/2024
AI #:2099

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **FINAL PLAT FOR ESTRELLA PARCEL 9.18**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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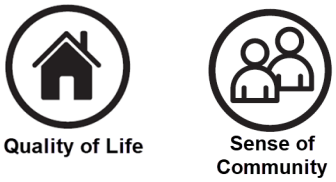
**OTHER PRESENTER(S):**

Jennifer Meyers, Estrella

## SUMMARY

A Final Plat for Estrella Parcel 9.18 subdividing approximately 13.1 acres into 51 lots and 9 tracts on the south side of the proposed extension of West Mountain Vista Drive. The typical lot size is 47 feet wide by 115 feet deep.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Final Plat for Estrella Parcel 9.18, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## STIPULATIONS

1. Prior to recordation of the Final Plat for Estrella Parcel 9.7 (the “Final Plat”), Owner shall submit an updated title report for the property included within the Final Plat and shall modify the 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 platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 is to be constructed in conjunction with

vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance No. 2022-1544 that includes the 351st lot created by all final plats recorded after August 29, 2022 that includes any of the property subject to Ordinance No. 2022-1544. This includes, but is not limited to, the final plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42 within the Montecito Planned Area Development that are being presented to Council concurrently with the Final Plat for Estrella Parcel 9.18. If the recordation of this Final Plat for Estrella Parcel 9.18 includes the 351st lot, the park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 shall be constructed in conjunction with vertical construction within this Final Plat; and

4. Prior to the recordation of the Final Plat for Estrella Parcel 9.18, the Map of Dedication for W. Calistoga Drive – Phase 4 and the Map of Dedication for W. Mountain Vista Dr. – Phase 2 being presented to council concurrently with this Final Plat shall be approved and recorded.

## 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 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located with Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42.

## STAFF ANALYSIS

The final plat substantially conforms to the approved preliminary plat for Estrella Parcel 9.18 and 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. Further, 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.

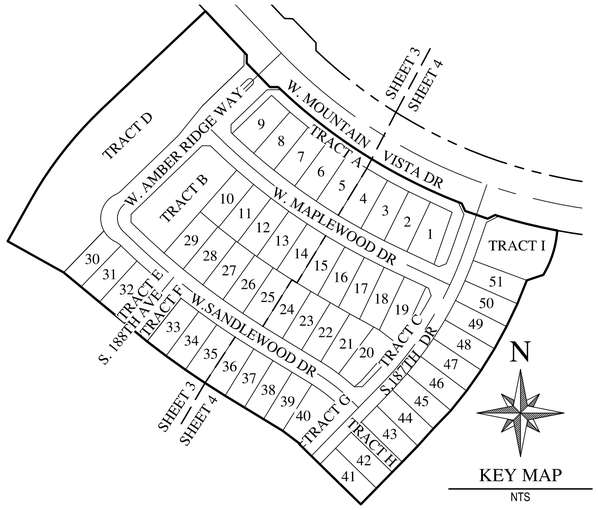
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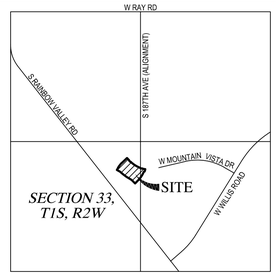
**Attachments**

1. Final Plat
2. Preliminary Plat CAR
3. Aerial Map

# FINAL PLAT
# FOR
# ESTRELLA PARCEL 9.18

A PORTION OF SECTIONS 33 & 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, GOODYEAR, MARICOPA COUNTY, ARIZONA




## OWNER/DEVELOPER

ESTRELLA NORTH LLC
17700 NORTH PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
EMAIL: TBRISLIN@HARVARDINVESTMENTS.COM
CONTACT: TIMOTHY P. BRISLIN

## CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: EBOYLE@WOODPATEL.COM
CONTACT: ETHAN BOYLE, P.E.

## SHEET INDEX


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|---|---|
| 1 | COVER SHEET |
| 2 | DESCRIPTION, NOTES, DETAIL AND LEGEND |
| 3 | PLAN SHEET |
| 4 | PLAN SHEET |
| 5 | TABLES |


## LAND SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: GRIOS@WOODPATEL.COM
CONTACT: GABRIEL RIOS, R.L.S.

## BASIS OF BEARING

EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST.

## PUBLIC UTILITIES

| | |
|---|---|
| WATER | CITY OF GOODYEAR |
| SEWER | CITY OF GOODYEAR |
| ELECTRIC | APS |
| TELEPHONE | CENTURY LINK |
| GAS | SOUTHWEST GAS |
| CABLE TV | COX COMMUNICATIONS |
| RECLAIMED WATER | NNP NON-POTABLE DISTRIBUTION CO, LLC |

## BENCHMARKS

3-INCH CITY OF GOODYEAR BRASS CAP FLUSH LOCATED AT THE INTERSECTION OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE, HAVING AN ELEVATION OF 1026.73', OLD CITY OF GOODYEAR NGVD 29 DATUM. (TO CONVERT ELEVATIONS TO NEW CITY OF GOODYEAR NAVD 88 DATUM, ADD 1.64')

## DEDICATION

STATE OF ARIZONA )
) ss
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 OF "ESTRELLA PARCEL 9.18", A PORTION OF SECTIONS 33 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 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.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR (THE "CITY OF GOODYEAR" OR THE "CITY"), IN FEE, THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A THROUGH I, INCLUSIVE, AND IN LOTS DESIGNATED AS "PUE", AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"), SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT H DESIGNATED AS "SE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE EASEMENT AREAS"). THE WASTEWATER LINE EASEMENTS DEDICATED HEREON 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 WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS AND THE WASTEWATER LINE EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WASTEWATER LINE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER LINE EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION ("ASSOCIATION"), NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS D, H AND I AND 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 PREMISES DESCRIBED HEREIN 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 OPERATING, 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 D, H AND I.

OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENT AREAS, THE STREETS AND WITHIN PORTIONS OF THE TRACTS NOT BURDENED BY THE WATER AND ACCESS EASEMENTS GRANTED HEREIN, 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 MAINTAINED OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD, CONDITIONED OR DELAYED.

OWNER HEREBY DECLARES TRACTS A THROUGH I, 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 ASSOCIATION, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE ASSOCIATION, TRACTS A THROUGH I, INCLUSIVE, FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS TO OWNER A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN, MONUMENT SIGNAGE, AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L/E GRANTED HEREON. IN CONSIDERATION OF THE CITY GRANTING THIS EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF MONUMENT SIGNAGE AND LANDSCAPING, THE ASSOCIATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, AND REPLACE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS MI/L/E GRANTED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE ASSOCIATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. THE ASSOCIATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE MONUMENT SIGNAGE AND LANDSCAPING INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING WITHIN. THE ASSOCIATION 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 IDENTIFIED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS MI/L/E GRANTED HEREON, 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. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE ASSOCIATION FAIL TO MAINTAIN THE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE MONUMENT SIGNAGE AND LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE ASSOCIATION 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.

## DEDICATION (CONTINUED)

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 _____, 2024.

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 LIMITIED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGMENT OF DEDICATION

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2024, BY _____, THE

_____ OF HARVARD INVESTMENTS, INC. A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, THE SOLE MEMBER MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON THEIR BEHALF.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

## HOMEOWNER'S ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, ESTRELLA FOOTHILLS ASSOCIATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO ESTRELLA FOOTHILLS ASSOCIATION IN THIS PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS A THROUGH I AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

## RATIFICATION AND CONSENT

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ESTRELLA PARCEL 9.18" AND RATIFIES, ACKNOWLEDGES, AFFIRMS AND RESPONSIBILITIES SET FORTH THEREIN.

IN WITNESS WHEREOF, ESTRELLA FOOTHILLS ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

THIS _____DAY OF _____, 2024

ESTRELLA FOOTHILLS ASSOCIATION

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

THIS _____ DAY OF _____, 2024, BY

_____ THE _____ OF ESTRELLA FOOTHILLS ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

## APPROVAL

APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS _____ DAY

OF _____, 2024.

BY: _____
MAYOR JOE PIZZILLO

ATTEST:_____
CITY CLERK DARCIE McCRACKEN

_____
CITY ENGINEER STEVE SCINTO

## CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FIVE (5) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2022 AND THAT IT MEETS ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM


WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com


FINAL PLAT
ESTRELLA PARCEL 9.18
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
ARIZONA U.S.A.
Date Signed 12-31-25
EXPIRES 12-31-26

CHECKED BY GSR / BJD
CAD TECHNICIAN WSB/JKK
SCALE NTS
DATE 05/07/2024
JOB NUMBER WP# 205203
SHEET 1 OF 5

Z:\Estrella\2020\205203\Survey\Plat\5203-F01.dwg

## 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, AN ARIZONA CORPORATION

BY:_____
AUTHORIZED REPRESENTATIVE

DATE: _____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2024, BY _____, AS

_____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

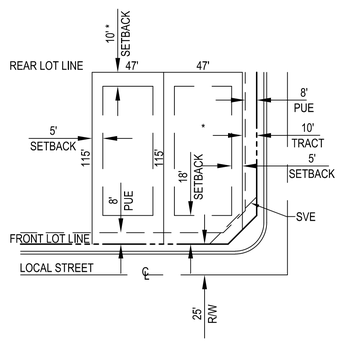
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

## LEGEND

| | |
|---|---|
| ◉ | SURVEY MONUMENT FOUND AS NOTED |
| ○ | SURVEY MONUMENT WITH RLS TAG OR CAP TO BE SET UNLESS OTHERWISE NOTED |
| △ | SUBDIVISION CORNER |
| APN | ASSESSOR PARCEL NUMBER |
| BC | BRASS CAP |
| BK | BOOK |
| DOC | DOCUMENT |
| EX | EXISTING |
| FD | FOUND |
| GLO | GENERAL LAND OFFICE |
| MCR | MARICOPA COUNTY RECORDS |
| M/L/E | MEDIAN AND LANDSCAPE EASEMENT |
| PG | PAGE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT-OF-WAY |
| SE | SEWER EASEMENT |
| SVE | SIGHT VISIBILITY EASEMENT |
| VNAE | VEHICULAR NON ACCESS EASEMENT |
| ** | INDICATES NON-LIVING SPACE POSITIONING |
| $ | INDICATES DRIVEWAY POSITIONING |
| ——— | BOUNDARY LINE |
| — — — | EASEMENT LINE |
| ——— | LOT OR TRACT LINES |
| — - — | RIGHT-OF-WAY LINE |
| —— · —— | SECTION LINE |
| —— - —— | CENTERLINE |




TYPICAL 47' X 115' LOT DETAIL
NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 33 AND SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, A 2 1/2-INCH GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED T1S R2W S27 S28 S33 S34 1931, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33, A 2 1/2-INCH GLO BRASS CAP STAMPED 1/4 S28 S33 1931, BEARS NORTH 88°55'45" WEST (BASIS OF BEARING), A DISTANCE OF 2633.26 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION 33, NORTH 88°55'45" WEST, A DISTANCE OF 543.33 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 01°04'15" WEST, A DISTANCE OF 679.00 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 43°22'07" EAST, A DISTANCE OF 126.31 FEET;

THENCE SOUTH 01°20'51" WEST, A DISTANCE OF 17.06 FEET;

THENCE SOUTH 44°07'45" EAST, A DISTANCE OF 70.00 FEET;

THENCE SOUTH 89°56'56" EAST, A DISTANCE OF 17.28 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 43°43'53" EAST, THROUGH A CENTRAL ANGLE OF 22°44'23", A DISTANCE OF 458.40 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 25°05'06" EAST, A DISTANCE OF 17.20 FEET;

THENCE SOUTH 70°50'39" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 63°23'49" EAST, A DISTANCE OF 17.20 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 17°19'13" EAST, THROUGH A CENTRAL ANGLE OF 06°39'24", A DISTANCE OF 134.19 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 208.00 FEET, CONCAVE WESTERLY, WHOSE RADIUS BEARS NORTH 86°07'05" WEST, THROUGH A CENTRAL ANGLE OF 27°02'57", A DISTANCE OF 98.20 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 71°26'13" WEST, A DISTANCE OF 36.35 FEET;

THENCE SOUTH 22°03'16" WEST, A DISTANCE OF 52.89 FEET;

THENCE SOUTH 25°20'56" WEST, A DISTANCE OF 52.89 FEET;

THENCE SOUTH 28°38'37" WEST, A DISTANCE OF 52.89 FEET;

THENCE SOUTH 31°56'17" WEST, A DISTANCE OF 52.89 FEET;

THENCE SOUTH 35°13'57" WEST, A DISTANCE OF 52.89 FEET;

THENCE SOUTH 38°31'37" WEST, A DISTANCE OF 52.89 FEET;

THENCE SOUTH 43°58'37" WEST, A DISTANCE OF 52.87 FEET;

THENCE SOUTH 41°51'32" WEST, A DISTANCE OF 48.55 FEET;

THENCE SOUTH 44°19'49" WEST, A DISTANCE OF 171.00 FEET;

THENCE NORTH 45°40'11" WEST, A DISTANCE OF 180.00 FEET;

THENCE NORTH 44°19'49" EAST, A DISTANCE OF 1.49 FEET;

THENCE NORTH 52°52'00" WEST, A DISTANCE OF 45.25 FEET;

THENCE NORTH 58°36'23" WEST, A DISTANCE OF 46.86 FEET;

THENCE NORTH 58°38'09" WEST, A DISTANCE OF 47.00 FEET;

THENCE NORTH 58°50'23" WEST, A DISTANCE OF 47.32 FEET;

THENCE NORTH 57°37'28" WEST, A DISTANCE OF 49.78 FEET;

THENCE NORTH 55°59'01" WEST, A DISTANCE OF 49.78 FEET;

THENCE NORTH 54°20'34" WEST, A DISTANCE OF 49.78 FEET;

THENCE NORTH 52°42'06" WEST, A DISTANCE OF 49.78 FEET;

THENCE NORTH 50°10'53" WEST, A DISTANCE OF 17.80 FEET;

THENCE NORTH 50°28'13" WEST, A DISTANCE OF 209.02 FEET;

THENCE NORTH 60°47'21" WEST, A DISTANCE OF 134.45 FEET;

THENCE NORTH 29°12'39" EAST, A DISTANCE OF 95.67 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 810.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 17°25'13", A DISTANCE OF 246.28 FEET, TO THE CURVES END;

THENCE NORTH 46°37'53" EAST, A DISTANCE OF 298.45 FEET, TO THE POINT OF BEGINNING.

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

## 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 CARGD 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 AND NO VEGETATION SHALL BE PLANTED OR 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. 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 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.

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, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
   - D. 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.
   - E. 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.
   - 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.

6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.

8. THIS 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, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. 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. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).

10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.

13. 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.

14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (1, 9, 19, 20, 32, 33 AND 40) NOTED WITH A "$".

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. (28, 29, 43 AND 50). NOTED WITH AN "**".

16. ALL LOTS IN ESTRELLA PARCEL 9.18 ARE MODELED BELOW 80 PSI AND THEREFORE DO NOT ANTICIPATE THE NEED FOR INDIVIDUAL PRV'S. THE WATER SYSTEM WITHIN THE ESTRELLA PARCEL 9.18 SUBDIVISION IS LOCATED WITHIN THE CITY OF GOODYEAR PRESSURE ZONE 1. PRV'S ARE REQUIRED FOR LOTS WITH PRESSURES IN EXCESS OF 80 PSI, TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED BY THE CUSTOMER.

17. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR MONTECITO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.


WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
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Land Survey
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602.335.8500

www.woodpatel.com


# FINAL PLAT

ESTRELLA PARCEL 9.18
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-26

CHECKED BY GSR / BJD
CAD TECHNICIAN WSB/JKK
SCALE NTS
DATE 05/07/2024
JOB NUMBER WP# 205203
SHEET 2 OF 5

Z:\Estrella\2020\205203\Survey\Plat\5203-F01.dwg

(BASIS OF BEARING)
N88°55'45"W 2633.26'

NORTH 1/4 CORNER
SECTION 33, T1S, R2W
FD 2 1/2" GLO BC STAMPED 1/4 S28 S33 1931

2089.93'

543.33'

NORTHEAST CORNER SECTION 33 &
NORTHWEST CORNER SECTION 34, T1S, R2W
FD 2 1/2" GLO BC STAMPED T1S R2W S27 S28 S33 S34 1931
POC

S01°04'15"W 679.00'

POINT OF BEGINNING

S43°22'07"E 126.31'

87.73'

10' PUE

EX.55' R/W
BK PG
MCR

N40°31'12"W 18.53'

SVE
30.58'

8.00'

N01°20'51"E 45.59'

14.21'

14.21'

13.00'

L1

S44°07'45"E 70.00'

C26 L38
L=13.29'

M/L/E DEDICATED
HEREON

15.58'

L=10.27'

L2

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594, MCR

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594, MCR

N46°37'53"E 298.45'

10' PUE

108.19'

121.19'

75.00'

150.64'

L25

L=7.99'

L=13.29'

S46°03'49"W 75.00'

35' R/W

105.06'

L45

33'x33' SVE

10' PUE

L=10.27'

C25

35' R/W

45.39'

S46°03'49"W 115.08'

W. MOUNTAIN VISTA DR

BOOK MCR PAGE

TRACT A

L46

L26

L=3.01'

33'x33' SVE

17.99'

8' PUE

L=51.51'

9

$

L39

TRACT D

8' PUE

N68°55'28"E 80.46'

L41

25' R/W

25' R/W

165.06'

W. AMBER RIDGE WAY

S46°03'49"W 243.75'

207.04'

33'x33' SVE

L=75.26'

8' PUE

1' VNAE

L=46.37'

25' R/W

25' R/W

C24

L=8.87'

C22

C23

L44

TRACT B

33'x33' SVE

L=94.59'

1' VNAE

116.00'

8' PUE

10

S41°16'14"W 231.00'

S39°17'26"W 115.97'

L56

L57

11

L=46.37'

C7

L=46.37'

L=46.37'

L=46.37'

L=46.37'

C5

W. MAPLEWOOD DR

L=54.97'

L=54.97'

L=54.97'

L=54.97'

C6

8

7

6

5

L47

L48

L49

1' VNAE

N41°06'49"E 115.00'

N38°40'03"E 115.00'

N36°14'17"E 115.00'

N33°48'01"E 115.00'

N31°21'45"E 115.00'

10' PUE

SEE SHEET 4

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594, MCR

N29°11'29"E 95.67'

N60°47'21"W 134.45'

C4

1' VNAE

S44°02'01"W 121.40'

47.15'

49.97'

30

S44°02'01"W 119.94'

L=0.35'

8' PUE

31

S42°23'34"W 116.73'

L=33.05'

C21

L=14.67'

L=46.13'

C20

25' R/W

25' R/W

L=44.10'

C17

2.85'

33'x33' SVE

14.28'

L31

32

$

S1.90'

L36

N50°28'13"W 209.02'

N39°31'47"E 102.75'

TRACT E

S. 188TH AVE

S89°31'47"W 139.56'

102.75'

TRACT F

S89°01'07"W 115.18'

S89°28'40"W 115.18'

S34°50'13"W 115.18'

S33°11'46"W 115.18'

8' PUE

1' VNAE

L33

L=46.48'

L=2.97'

33'x33' SVE

C16

C18

L=46.48'

33

$

34

35

L35

L34

L24

L23

L22

L21

W. SANDLEWOOD DR

C15

C19

L=52.51'

L=52.51'

L=50.36'

L=50.36'

29
**

28
**

27

26

25

L58

L59

L75

L76

L77

L78

L60

L61

L62

L63

L64

L65

12

13

14

S37°18'39"W 115.93'

S35°19'51"W 115.89'

S33°21'04"W 115.89'

S31°22'16"W 115.98'

N39°21'30"E 115.00'

N27°26'45"E 115.00'

N35°31'59"E 115.00'

N33°41'55"E 115.00'

N31°51'51"E 115.00'

SEE SHEET 4

N

0 40 80

Horz. 1 in. = 40 ft.

WOOD PATEL


Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com


# FINAL PLAT

ESTRELLA PARCEL 9.18
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46932
GABRIEL S. RIOS
Date Signed 01-26
ARIZONA U.S.A.

EXPIRES 12-31-26

| | |
|---|---|
| CHECKED BY | GSR / BJD |
| CAD TECHNICIAN | WSB/JKK |
| SCALE | 1" = 40' |
| DATE | 05/07/2024 |
| JOB NUMBER | WP# 205203 |
| SHEET | 3 OF 5 |

Z:\Estrella\2020\205203\Survey\Plat\5203-FP1.dwg

NORTH 1/4 CORNER
SECTION 33, T1S, R2W
FD 2 1/2" GLO BC STAMPED 1/4 S28 S33 1931

N88°55'45"W 2633.26'

NORTHEAST CORNER SECTION 33 &
NORTHWEST CORNER SECTION 34, T1S, R2W
FD 2 1/2" GLO BC STAMPED T1S R2W S27 S28 S33 S34 1931
POC

N00°41'09"E 2621.64'

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594, MCR

SEE SHEET 3

W. MOUNTAIN VISTA DR

TRACT A

W. MAPLEWOOD DR

W. SANDLEWOOD DR

S. 187TH DR

TRACT C

TRACT G

TRACT H

TRACT I

EX 55' R/W
BK PG
MCR

33'x33' SVE

1' VNAE

8' PUE

10' PUE

25' R/W

EL88
EL89
EL90
SVE

ESTRELLA NORTH LLC
APN 400-58-328B
DOC 2021-1136594, MCR

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594, MCR

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594, MCR

SECTION 33
SECTION 34

N00°41'09"E 2621.64'

EAST 1/4 CORNER
SECTION 33, T1S, R2W
FD 2 1/2" GLO BC STAMPED 1/4 S33 S34 1931

N

0 40 80
Horz. 1 in. = 40 ft.

WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

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# FINAL PLAT

ESTRELLA PARCEL 9.18
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS, 07-26
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-26

| | |
|---|---|
| CHECKED BY | GSR / BJD |
| CAD TECHNICIAN | WSB/JKK |
| SCALE | 1" = 40' |
| DATE | 05/07/2024 |
| JOB NUMBER | WP# 205203 |
| SHEET | 4 OF 5 |

Z:\Estrella\2020\205203\Survey\Plat\5203-P01.dwg

## TRACT AREA TABLE

| TRACT NO. | TRACT AREA SQUARE FEET | TRACT AREA ACRES | USE | OWNER | MAINTENANCE RESPONSIBILITY |
|---|---|---|---|---|---|
| TRACT A | 14,840 | 0.3407 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT B | 22,246 | 0.5107 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, PARK | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT C | 3,052 | 0.0701 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT D | 89,866 | 2.0630 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SIDEWALK EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT E | 1,079 | 0.0248 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT F | 1,811 | 0.0416 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT G | 1,096 | 0.0252 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT H | 3,600 | 0.0826 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SEWER EASEMENT | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |
| TRACT I | 16,177 | 0.3714 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION | THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION |

NOTE
*TRACTS "A" THROUGH "I" WILL BE OWNED AND MAINTAINED BY ESTRELLA FOOTHILLS ASSOCIATION (HOA).

## AREA TABLE

| | AREA SQUARE FEET | AREA ACRES |
|---|---|---|
| BOUNDARY | 571,884 | 13.1287 |
| RIGHT-OF-WAY | 122,340 | 2.8085 |

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S01°20'51"W | 17.06' |
| L2 | S89°56'56"E | 17.28' |
| L3 | S25°05'06"E | 17.20' |
| L4 | S70°50'39"E | 50.00' |
| L5 | N63°23'49"E | 17.20' |
| L6 | S71°26'13"W | 36.35' |
| L7 | S22°03'16"W | 52.89' |
| L8 | S25°20'56"W | 52.89' |
| L9 | S28°38'37"W | 52.89' |
| L10 | S31°56'17"W | 52.89' |
| L11 | S35°13'57"W | 52.89' |
| L12 | S38°31'37"W | 52.89' |
| L13 | S43°58'37"W | 52.87' |
| L14 | S41°51'32"W | 48.55' |
| L15 | N44°19'49"E | 1.49' |
| L16 | N52°52'00"W | 45.25' |
| L17 | N58°36'23"W | 46.86' |
| L18 | N58°38'09"W | 47.00' |
| L19 | N58°50'23"W | 47.32' |
| L20 | N57°37'28"W | 49.78' |
| L21 | N55°59'01"W | 49.78' |
| L22 | N54°20'34"W | 49.78' |
| L23 | N52°42'06"W | 49.78' |
| L24 | N50°10'53"W | 17.80' |
| L25 | S89°56'49"W | 28.83' |
| L26 | S00°09'16"W | 16.70' |
| L27 | N69°04'02"E | 16.62' |
| L28 | N24°58'32"W | 28.71' |
| L29 | N63°17'15"E | 28.71' |

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L30 | N45°40'11"W | 8.00' |
| L31 | N45°40'11"W | 10.00' |
| L32 | N01°07'41"W | 14.03' |
| L33 | N83°58'57"E | 17.13' |
| L34 | N50°28'13"W | 25.00' |
| L35 | N50°28'13"W | 25.00' |
| L36 | N50°28'13"W | 10.00' |
| L37 | N04°55'23"W | 14.28' |
| L38 | S01°20'51"W | 28.42' |
| L39 | S45°01'27"E | 25.00' |
| L40 | S45°40'11"E | 25.00' |
| L41 | S89°35'54"E | 17.17' |
| L42 | S18°33'52"E | 16.62' |
| L43 | N88°55'33"E | 17.09' |
| L44 | S00°28'54"W | 16.80' |
| L45 | S47°37'44"E | 51.67' |
| L46 | S50°06'19"E | 50.07' |
| L47 | S52°32'35"E | 50.07' |
| L48 | S54°58'51"E | 50.07' |
| L49 | S57°25'07"E | 50.07' |
| L50 | S59°51'23"E | 50.07' |
| L51 | S62°17'39"E | 50.07' |
| L52 | S64°26'13"E | 50.28' |
| L53 | S64°44'56"E | 50.50' |
| L54 | S36°26'47"W | 43.27' |
| L55 | N50°26'16"E | 18.72' |
| L56 | S49°41'08"E | 48.66' |
| L57 | S51°35'53"E | 1.72' |
| L58 | S51°35'53"E | 48.67' |

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L59 | S53°30'38"E | 3.43' |
| L60 | S53°30'38"E | 48.67' |
| L61 | S55°23'03"E | 5.15' |
| L62 | S55°23'03"E | 46.68' |
| L63 | S57°13'07"E | 8.85' |
| L64 | S57°13'07"E | 46.68' |
| L65 | S58°34'05"E | 12.54' |
| L66 | S58°34'05"E | 46.91' |
| L67 | S59°59'31"E | 16.02' |
| L68 | S59°59'31"E | 47.01' |
| L69 | S59°59'31"E | 50.44' |
| L70 | S59°59'31"E | 47.01' |
| L71 | S61°24'52"E | 23.00' |
| L72 | S61°24'52"E | 57.18' |
| L73 | S61°24'52"E | 13.23' |
| L74 | S52°28'36"E | 42.57' |
| L75 | S51°35'53"E | 46.95' |
| L76 | S53°30'38"E | 45.23' |
| L77 | S55°23'03"E | 41.53' |
| L78 | S57°13'07"E | 37.83' |
| L79 | S58°34'05"E | 34.37' |
| L80 | S59°59'31"E | 50.44' |
| L81 | S59°59'31"E | 27.56' |
| L82 | S61°24'52"E | 47.40' |
| L83 | N25°15'04"E | 89.84' |
| L84 | N41°34'33"E | 108.40' |
| L87 | N44°19'49"E | 113.03' |

## EASEMENT LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| EL88 | N88°13'04"E | 34.57' |
| EL89 | N18°09'48"W | 33.07' |
| EL90 | S23°30'36"W | 64.99' |

## CURVE TABLE

| CURVE | DELTA | RADIUS | ARC |
|---|---|---|---|
| C1 | 22°44'23" | 1155.00' | 458.40' |
| C2 | 6°39'24" | 1155.00' | 134.19' |
| C3 | 27°02'57" | 208.00' | 98.20' |
| C4 | 17°25'13" | 810.00' | 246.28' |
| C5 | 19°43'29" | 1317.00' | 453.39' |
| C6 | 2°26'16" | 1292.00' | 54.97' |
| C7 | 1°58'48" | 1342.00' | 46.37' |
| C8 | 25°10'27" | 775.00' | 340.51' |
| C9 | 3°16'06" | 750.00' | 42.78' |
| C10 | 3°17'40" | 800.00' | 46.00' |

## CURVE TABLE

| CURVE | DELTA | RADIUS | ARC |
|---|---|---|---|
| C11 | 16°15'07" | 750.00' | 212.74' |
| C12 | 12°57'57" | 400.00' | 90.52' |
| C13 | 10°21'21" | 375.00' | 67.78' |
| C14 | 5°44'57" | 425.00' | 42.64' |
| C15 | 13°21'25" | 1598.00' | 372.53' |
| C16 | 13°21'25" | 1598.00' | 372.53' |
| C17 | 13°21'25" | 1598.00' | 372.53' |
| C18 | 1°38'27" | 1623.00' | 46.48' |
| C19 | 1°54'45" | 1573.00' | 52.51' |
| C20 | 1°37'43" | 1623.00' | 46.13' |

## CURVE TABLE

| CURVE | DELTA | RADIUS | ARC |
|---|---|---|---|
| C21 | 16°48'41" | 50.00' | 14.67' |
| C22 | 92°34'29" | 55.00' | 88.87' |
| C23 | 91°20'33" | 36.58' | 58.32' |
| C24 | 17°45'10" | 50.00' | 15.49' |
| C25 | 180°00'00" | 7.50' | 23.56' |
| C26 | 180°00'00" | 7.50' | 23.56' |
| C27 | 19°04'44" | 775.00' | 258.07' |
| C28 | 6°05'43" | 775.00' | 82.45' |
| C29 | 5°54'53" | 750.00' | 77.42' |
| C30 | 5°41'13" | 750.00' | 74.44' |

## LOT AREA TABLE

| LOT NO. | LOT AREA SQUARE FEET | LOT AREA ACRES |
|---|---|---|
| LOT 1 | 6,514 | 0.1495 |
| LOT 2 | 5,930 | 0.1361 |
| LOT 3 | 6,049 | 0.1389 |
| LOT 4 | 6,049 | 0.1389 |
| LOT 5 | 6,049 | 0.1389 |
| LOT 6 | 6,049 | 0.1389 |
| LOT 7 | 6,049 | 0.1389 |
| LOT 8 | 6,049 | 0.1389 |
| LOT 9 | 6,523 | 0.1498 |
| LOT 10 | 5,605 | 0.1287 |
| LOT 11 | 5,605 | 0.1287 |
| LOT 12 | 5,605 | 0.1287 |
| LOT 13 | 5,606 | 0.1287 |
| LOT 14 | 5,606 | 0.1287 |
| LOT 15 | 5,623 | 0.1291 |
| LOT 16 | 5,665 | 0.1300 |
| LOT 17 | 5,774 | 0.1325 |

## LOT AREA TABLE

| LOT NO. | LOT AREA SQUARE FEET | LOT AREA ACRES |
|---|---|---|
| LOT 18 | 5,744 | 0.1319 |
| LOT 19 | 6,248 | 0.1434 |
| LOT 20 | 6,298 | 0.1446 |
| LOT 21 | 6,096 | 0.1400 |
| LOT 22 | 5,483 | 0.1259 |
| LOT 23 | 5,431 | 0.1247 |
| LOT 24 | 5,454 | 0.1252 |
| LOT 25 | 5,586 | 0.1282 |
| LOT 26 | 5,586 | 0.1282 |
| LOT 27 | 5,824 | 0.1337 |
| LOT 28 | 5,824 | 0.1337 |
| LOT 29 | 5,823 | 0.1337 |
| LOT 30 | 5,587 | 0.1283 |
| LOT 31 | 5,695 | 0.1307 |
| LOT 32 | 5,666 | 0.1301 |
| LOT 33 | 5,538 | 0.1271 |
| LOT 34 | 5,538 | 0.1271 |

## LOT AREA TABLE

| LOT NO. | LOT AREA SQUARE FEET | LOT AREA ACRES |
|---|---|---|
| LOT 35 | 5,538 | 0.1271 |
| LOT 36 | 5,538 | 0.1271 |
| LOT 37 | 5,424 | 0.1245 |
| LOT 38 | 5,405 | 0.1241 |
| LOT 39 | 5,480 | 0.1258 |
| LOT 40 | 6,645 | 0.1526 |
| LOT 41 | 5,640 | 0.1295 |
| LOT 42 | 5,640 | 0.1295 |
| LOT 43 | 5,640 | 0.1295 |
| LOT 44 | 5,665 | 0.1301 |
| LOT 45 | 5,868 | 0.1347 |
| LOT 46 | 5,921 | 0.1359 |
| LOT 47 | 5,921 | 0.1359 |
| LOT 48 | 5,921 | 0.1359 |
| LOT 49 | 5,921 | 0.1359 |
| LOT 50 | 5,921 | 0.1359 |
| LOT 51 | 5,921 | 0.1359 |

## ESTRELLA - PARCEL 9.18
## SITE DATA TABLE

| | | | | |
|---|---|---|---|---|
| TOTAL GROSS AREA | 571,884.14 | SQ FT | 13.13 | AC |
| TOTAL STREET AREA | 122,340.04 | SQ FT | 2.81 | AC |
| TOTAL NET AREA | 449,544.10 | SQ FT | 10.32 | AC |
| LOT SIZE, MINIMUM DIMENSIONS | 47' X 115' | | | |
| MINIMUM LOT SIZE | 5,405 SQ FT | | | |
| AVERAGE LOT SIZE | 5,799 SQ FT | | | |
| TOTAL NUMBER OF LOTS | 51 | | | |
| TOTAL AREA SUBDIVIDED INTO LOTS | 295,778.83 | SQ FT | 6.79 | AC |
| DENSITY(GROSS ACREAGE) | 3.89 | | DU/AC | |
| ONSITE OPEN SPACE /LANDSCAPE | 153,765.27 | SQ FT | 3.53 | AC |
| ACTIVE USABLE OPEN SPACE | 0.51 AC | | 14.45% | |
| PASSIVE USABLE OPEN SPACE | 2.41 AC | | 68.27% | |
| PERCENT OPEN SPACE /LANDSCAPE | 26.89% | | | |
| EXISTING ZONING | PAD | | | |

## CALCULATION OF ADJUSTED GROSS AREA

| | |
|---|---|
| AREA OF LOCAL STREETS | 2.81 |
| PLUS AREA SUBDIVIDED INTO LOTS | 6.79 |
| AREA SUBTOTAL | 9.60 |
| APPLY 15% OPEN SPACE FACTOR (CONSTANT) | 0.85 |
| ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) | 11.29 |

## EDU DENSITY CALCULATION

| | |
|---|---|
| NUMBER OF DWELLING UNITS | 51 |
| DIVIDED BY ADJUSTED GROSS AREA | 11.29 |
| ADJUSTED GROSS DENSITY | 4.52 |

## EDU CALCULATION

| | |
|---|---|
| NUMBER OF DWELLING UNITS | 51 |
| EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC | 0.82 |
| EQUIV. DENSITY (51 x 0.82) | 41.82 |


WOOD PATEL

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# FINAL PLAT

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GOODYEAR, MARICOPA COUNTY, ARIZONA

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DATE 05/07/2024
JOB NUMBER WP# 205203
SHEET 5 OF 5

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DATE:
CAR #: 202X-XXXX
CASE #:

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.18 AND ESTRELLA PARCEL 9.21

**STAFF PRESENTER(S):** Alex Lestinsky, Senior Planner

**OTHER PRESENTER(S):** Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

**SUMMARY:**

Preliminary Plats for Estrella Parcel 9.18 and Estrella Parcel 9.21, subdividing approximately 34.3 acres of property into 143 lots and 21 tracts.

**RECOMMENDATION:**

Approve the Estrella Parcel 9.18 Preliminary Plat and the Estrella Parcel 9.21 Preliminary Plat subject to the following stipulations

**STIPULATIONS:** The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.18 and Estrella Parcel 9.21 (collectively the "Estrella Parcel 9 Preliminary Plats"):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the "Estrella Parcel 9 Final Plats"); and
2. The Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.18 and 9.21) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval

concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022 -1544 becomes effective; and

3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property 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(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the "Rainbow Valley WRF Expansion(s)"); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351$^{st}$ lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351$^{st}$ lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and

6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:

    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and

    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and;

7. Owner shall dedicate to the City, by separate instrument, a 30-foot wide Sewer Easement from the eastern boundary of Tract J as reflected in the Preliminary Plat for Estrella Parcel 9.21 to the existing 20' wide utility easement as recorded in 2005-1874947, M.C.R. The easement shall be shall be dedicated lien free and, unless otherwise agreed to by the City Engineer or his/her designee, free of all other easements or other encumbrances, and shall be in a form approved by the City Attorney or his/her designee. The easement referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats and the recording information for the easement shall be inserted onto the Final Plat for Estrella Parcel 9.21 prior to the recordation of the Estrella Parcel 9 Final Plats; and

8. Owner shall dedicate to the City by separate instrument a temporary drainage easement located outside the boundaries of the property included within the Preliminary Plat for Estrella Parcel 9.21 at the southeast corner of Estrella Parcel 9.21 as reflected in the Preliminary Plat for Estrella Parcel 9.21. The easement shall be dedicated lien free and, unless otherwise agreed to by the City Engineer or his/her designee, free of all other easements of other encumbrances, and shall be in a form approved by the City Attorney or his/her designee. The easement referred to herein shall be recorded prior to the recordation of the Estrella 9 Final Plats and the recording information for the easement shall be inserted onto the Final Plat for Estrella Parcel 9.21 prior to the recordation of the Estrella Parcel 9 Final Plats; and

9. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186$^{th}$ Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the "Loop Improvements"). The Loop Improvements shall include wash crossings that meet the requirements of the

City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, not certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and

10. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single project and, unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and;

11. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed to for the City to provide services to such property has been completed and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period . This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system, and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and

12. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

13. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and

14. Owner shall dedicate to the City by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-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 Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and

15. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 included within the Estrella Parcel 9 Preliminary Plats; and

16. In addition to the specific infrastructure identified herein, Owner shall construct 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.

**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 included within the Estrella Parcel 9 Preliminary Plats is located south 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 SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.18 and 9.21 is being processed concurrently with these preliminary plats. These parcels are proposed for the SFD/A (Single Family Detached/Attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

**STAFF ANALYSIS:**

<u>Current Policy:</u>

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. Subject to the satisfaction of the conditions of approval set forth above and

as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats 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:

The request is to subdivide approximately 13 acres into 51 lots and 10 tracts for Parcel 9.18 and subdivide approximately 21 acres into 92 lots and 11 tracts for Parcel 9.21. In total, these subdivisions include approximately 34.3 acres of property into 143 lots and 21 tracts. The subdivisions reflected in the preliminary plats presented herein will be accessed by West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the two respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plat being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent the other preliminary plat presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Mountain Vista Drive; Future Parcels 9.39 and 9.40
- East – Future Parcel 9.22
- South – Future Parcels 9.19 and 9.20
- West – Future Parcel 9.17 and 9.16

The typical lot within these subdivisions will be 47-feet wide and 115-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-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. Approximately 8 acres of open space is provided between the two parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

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 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:

Emergency response times and distances 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 |
| #186 | 1.56 | 0.78 | 5.66 | 2.83 | #182 | 5.12 | 2.56 | 11.44 | 5.72 |

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:

The property within each of the Estrella Parcel 9 Preliminary Plats being presented herein parcels will be accessible by two points of entry off of West Mountain Vista Drive. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

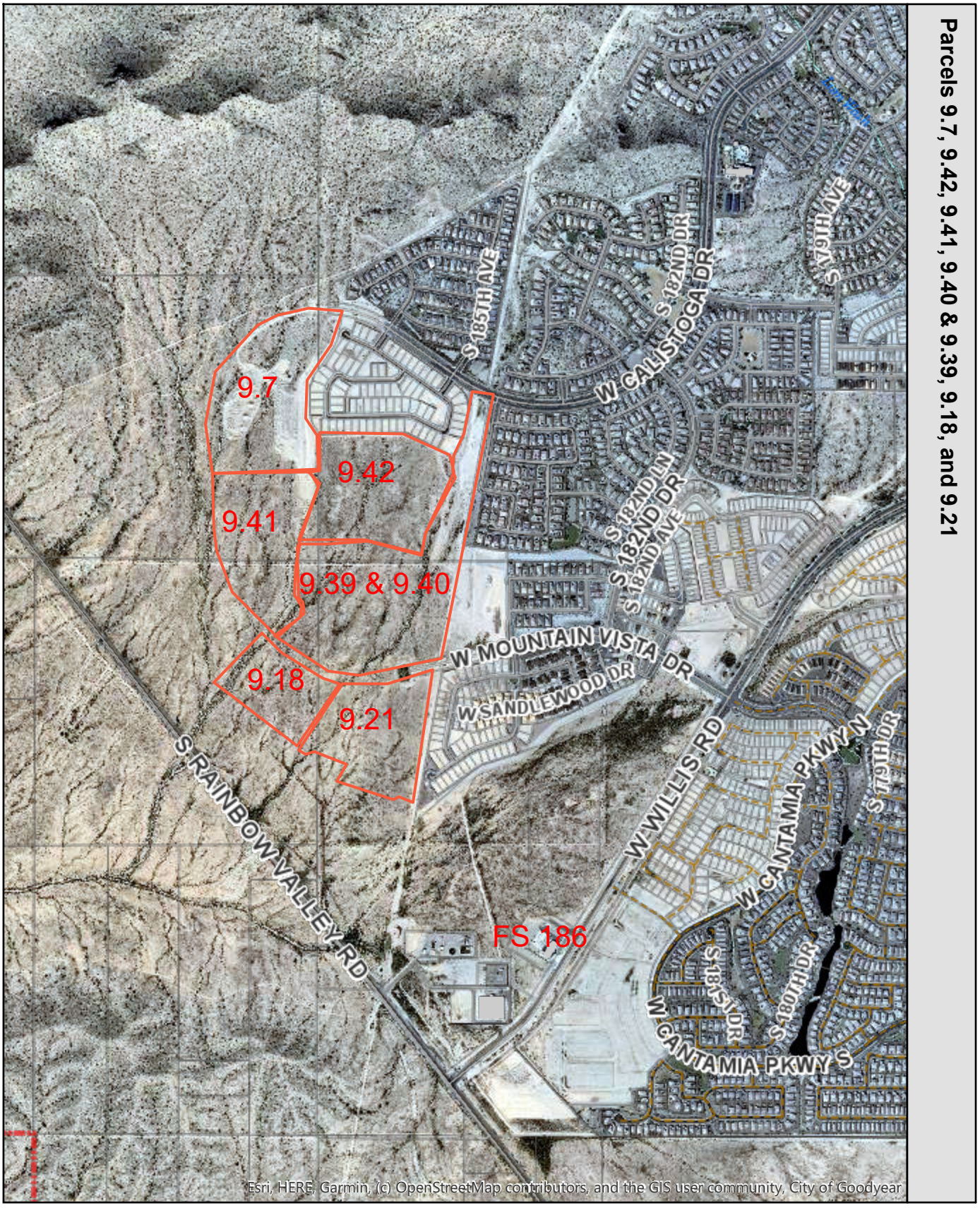
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

**ATTACHMENTS:**

1. Aerial Photo
2. Estrella Parcel 9.18 Preliminary Plat
3. Estrella Parcel 9.21 Preliminary Plat

**Name of Map: Estrella Montecito Parcels**

**Description: Preliminary Plats**




**Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21**

ITEM #: 16.
DATE: 06/24/2024
AI #:2098

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **FINAL PLAT FOR ESTRELLA PARCEL 9.21**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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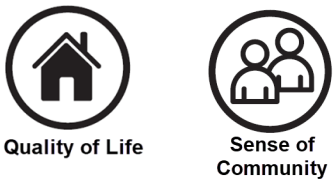
**OTHER PRESENTER(S):**

Jennifer Meyers, Estrella

## SUMMARY

A Final Plat for Estrella Parcel 9.21 subdividing approximately 21.3 acres into 92 lots and 12 tracts on the south side of West Mountain Vista Drive and west of South 187th Avenue. The typical lot size is 47 feet wide by 115 feet deep.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Final Plat for Estrella Parcel 9.21, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## STIPULATIONS

1. Prior to recordation of the Final Plat for Estrella Parcel 9.7 (the “Final Plat”), Owner shall submit an updated title report for the property included within the Final Plat and shall modify the 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 platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The park that is to be developed within Parcel 9.23 of the Montecito Planned Area

Development adopted by Ordinance No. 2022-1544 is to be constructed in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance No. 2022-1544 that includes the 351st lot created by all final plats recorded after August 29, 2022 that includes any of the property subject to Ordinance No. 2022-1544. This includes, but is not limited to, the final plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42 within the Montecito Planned Area Development that are being presented to Council concurrently with the Final Plat for Estrella Parcel 9.7. If the recordation of this Final Plat for Estrella Parcel 9.7 includes the 351st lot, the park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 shall be constructed in conjunction with vertical construction within this Final Plat; and

4. Prior to the recordation of the Final Plat for Estrella Parcel 9.21, the Map of Dedication for W. Calistoga Drive – Phase 4 and the Map of Dedication for W. Mountain Vista Dr. – Phase 2 being presented to council concurrently with this Final Plat shall be approved and recorded.

## 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 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located with Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42.

## STAFF ANALYSIS

The final plat substantially conforms to the approved preliminary plat for Estrella Parcel 9.21 and 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. Further, 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.

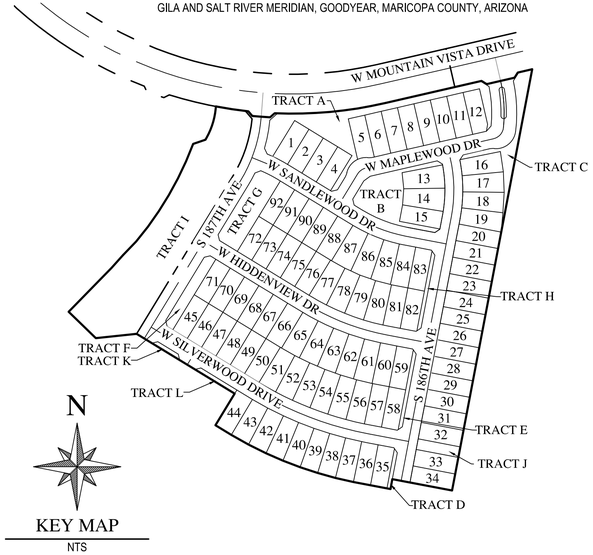
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**Attachments**

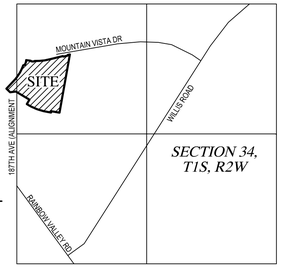
1. Final Plat
2. Preliminary Plat CAR
3. Aerial Map

# FINAL PLAT
# FOR
# ESTRELLA PARCEL 9.21

A PORTION OF SECTIONS 33 & 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, GOODYEAR, MARICOPA COUNTY, ARIZONA




KEY MAP
NTS




VICINITY MAP
NTS

## OWNER/DEVELOPER

ESTRELLA NORTH LLC
17700 NORTH PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
EMAIL: TBRISLIN@HARVARDINVESTMENTS.COM
CONTACT: TIMOTHY P. BRISLIN

## CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: EBOYLE@WOODPATEL.COM
CONTACT: ETHAN BOYLE, P.E.

## SHEET INDEX


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| 1 | COVER SHEET |
| 2 | DESCRIPTION, NOTES, DETAIL AND LEGEND |
| 3 | PLAN SHEET |
| 4 | PLAN SHEET |
| 5 | TABLES |


## LAND SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: GRIOS@WOODPATEL.COM
CONTACT: GABRIEL RIOS, R.L.S.

## BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST.

## PUBLIC UTILITIES

| | |
|---|---|
| WATER | CITY OF GOODYEAR |
| SEWER | CITY OF GOODYEAR |
| ELECTRIC | APS |
| TELEPHONE | CENTURY LINK |
| GAS | SOUTHWEST GAS |
| CABLE TV | COX COMMUNICATIONS |

## BENCHMARKS

3-INCH CITY OF GOODYEAR BRASS CAP FLUSH LOCATED AT THE INTERSECTION OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE, HAVING AN ELEVATION OF 1026.73', OLD CITY OF GOODYEAR NGVD 29 DATUM. (TO CONVERT ELEVATIONS TO NEW CITY OF GOODYEAR NAVD 88 DATUM, ADD 1.64')

## DEDICATION

STATE OF ARIZONA )
) ss
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 OF "ESTRELLA PARCEL 9.21", A PORTION OF SECTIONS 33 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 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.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR (THE "CITY OF GOODYEAR" OR THE "CITY"), IN FEE, THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A THROUGH L, INCLUSIVE, AND IN LOTS DESIGNATED AS "PUE", AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"), SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACTS I AND J DESIGNATED AS "SE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE EASEMENT AREAS"). THE WASTEWATER LINE EASEMENTS DEDICATED HEREON 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 WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE EASEMENT AREAS AND THE WASTEWATER LINE EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WASTEWATER LINE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER LINE EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION ("ASSOCIATION"), NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B AND I AND 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 PREMISES DESCRIBED HEREIN 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 OPERATING, 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 D, H AND I.

OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENT AREAS, THE STREETS AND WITHIN PORTIONS OF THE TRACTS NOT BURDENED BY THE WATER AND ACCESS EASEMENTS GRANTED HEREIN, 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 MAINTAINED OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD, CONDITIONED OR DELAYED.

OWNER HEREBY DECLARES TRACTS A THROUGH L, 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 ASSOCIATION, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE ASSOCIATION, TRACTS A THROUGH I, INCLUSIVE, FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS TO OWNER A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN, MONUMENT SIGNAGE, AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L/E GRANTED HEREON. IN CONSIDERATION OF THE CITY GRANTING THIS EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF MONUMENT SIGNAGE AND LANDSCAPING, THE ASSOCIATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, AND REPLACE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE ASSOCIATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. THE ASSOCIATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE MONUMENT SIGNAGE AND LANDSCAPING INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING WITHIN. THE ASSOCIATION 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 IDENTIFIED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, 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. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE ASSOCIATION FAIL TO MAINTAIN THE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE MONUMENT SIGNAGE AND LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE ASSOCIATION 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.

## DEDICATION (CONTINUED)

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 _____, 2024.

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 LIMITIED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGMENT OF DEDICATION

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2024, BY _____, THE

_____ OF HARVARD INVESTMENTS, INC. A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, THE SOLE MEMBER MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON THEIR BEHALF.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

## HOMEOWNER'S ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, ESTRELLA FOOTHILLS ASSOCIATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO ESTRELLA FOOTHILLS ASSOCIATION IN THIS PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS A THROUGH L AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

## RATIFICATION AND CONSENT

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ESTRELLA PARCEL 9.21" AND RATIFIES, ACKNOWLEDGES, AFFIRMS AND RESPONSIBILITIES SET FORTH THEREIN.

IN WITNESS WHEREOF, ESTRELLA FOOTHILLS ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

THIS _____DAY OF _____, 2024

ESTRELLA FOOTHILLS ASSOCIATION

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

THIS _____ DAY OF _____, 2024, BY

_____ THE _____ OF ESTRELLA FOOTHILLS ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

## APPROVAL

APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS _____ DAY

OF _____, 2024.

BY: _____
MAYOR JOE PIZZILLO

ATTEST:_____
CITY CLERK DARCIE McCRACKEN

_____
CITY ENGINEER STEVE SCINTO

## CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FIVE (5) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2022 AND THAT IT MEETS ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM


WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com


FINAL PLAT
ESTRELLA PARCEL 9.21
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
ARIZONA U.S.A.
Date Signed
EXPIRES 12-31-26

CHECKED BY GSR
CAD TECHNICIAN RWK/JKK
SCALE NTS
DATE 05/07/2024
JOB NUMBER WP# 205204
SHEET 1 OF 5

Z:\Estrella\2020\205204\Survey\Plat\5204-F01.dwg

# 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, AN ARIZONA CORPORATION

BY:_____
AUTHORIZED REPRESENTATIVE

DATE: _____

# ACKNOWLEDGMENT

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2024, BY _____, AS

_____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

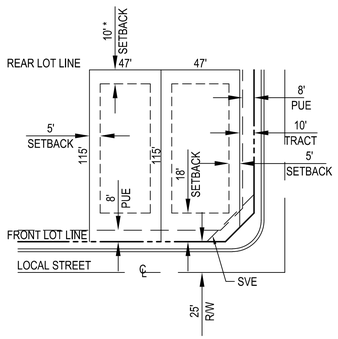
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

# LEGEND

| | |
|---|---|
| ◉ | SURVEY MONUMENT FOUND AS NOTED |
| ○ | SURVEY MONUMENT WITH RLS TAG OR CAP |
| △ | TO BE SET UNLESS OTHERWISE NOTED SUBDIVISION CORNER |
| AC | ALUMINUM CAP |
| APN | ASSESSOR PARCEL NUMBER |
| BC | BRASS CAP |
| DOC | DOCUMENT |
| GLO | GENERAL LAND OFFICE |
| MCR | MARICOPA COUNTY RECORDS |
| MLE | MEDIAN AND LANDSCAPE EASEMENT |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT-OF-WAY |
| SE | SEWER EASEMENT |
| SRP | SALT RIVER PROJECT |
| SVE | SIGHT VISIBILITY EASEMENT |
| SWE | SIDEWALK EASEMENT |
| VNAE | VEHICULAR NON ACCESS EASEMENT |
| WLE | WATERLINE EASEMENT |
| ** | INDICATES HOUSE POSITIONING |
| # | INDICATES DRIVEWAY POSITIONING |
| ## | INDICATES DRIVEWAY POSITIONING |
| ——— | BOUNDARY LINE |
| — — — | EASEMENT LINE |
| ——— | LOT OR TRACT LINES |
| — — — | RIGHT-OF-WAY LINE |
| ——— | SECTION LINE |




TYPICAL 47' X 115' LOT DETAIL

NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 33 AND SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34, A 2 1/2-INCH GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED T1S R2W S27 S28 S33 S34 1931, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 34, A 2-INCH MARICOPA COUNTY ALUMINUM CAP STAMPED T1S R2W 1/4 S27 S34 2003 RLS 36563, BEARS SOUTH 89°34'33" EAST (BASIS OF BEARING), A DISTANCE OF 2634.60 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION 34, SOUTH 89°34'33" EAST, A DISTANCE OF 189.48 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°25'27" WEST, A DISTANCE OF 1126.95 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 10°39'49" EAST, THROUGH A CENTRAL ANGLE OF 04°32'56", A DISTANCE OF 91.70 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 39°57'44" EAST, A DISTANCE OF 17.20 FEET;

THENCE SOUTH 85°43'16" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 48°31'11" EAST, A DISTANCE OF 17.20 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1155.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 02°26'35" EAST, THROUGH A CENTRAL ANGLE OF 15°23'35", A DISTANCE OF 310.30 FEET, TO THE CURVES END;

THENCE NORTH 77°03'00" EAST, A DISTANCE OF 276.84 FEET;

THENCE SOUTH 57°57'00" EAST, A DISTANCE OF 16.97 FEET;

THENCE NORTH 77°03'00" EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 32°03'00" EAST, A DISTANCE OF 16.97 FEET;

THENCE NORTH 77°02'57" EAST, A DISTANCE OF 41.36 FEET;

THENCE SOUTH 10°45'59" WEST, A DISTANCE OF 1198.02 FEET;

THENCE NORTH 79°14'01" WEST, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 10°45'59" WEST, A DISTANCE OF 28.06 FEET;

THENCE NORTH 79°14'01" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 79°29'11" WEST, A DISTANCE OF 48.25 FEET;

THENCE NORTH 77°09'11" WEST, A DISTANCE OF 51.56 FEET;

THENCE NORTH 74°27'39" WEST, A DISTANCE OF 51.56 FEET;

THENCE NORTH 71°46'06" WEST, A DISTANCE OF 51.56 FEET;

THENCE NORTH 69°07'13" WEST, A DISTANCE OF 51.56 FEET;

THENCE NORTH 66°23'01" WEST, A DISTANCE OF 51.56 FEET;

THENCE NORTH 63°36'18" WEST, A DISTANCE OF 54.85 FEET;

THENCE NORTH 60°44'27" WEST, A DISTANCE OF 54.85 FEET;

THENCE NORTH 58°36'01" WEST, A DISTANCE OF 52.20 FEET;

THENCE NORTH 31°23'59" EAST, A DISTANCE OF 103.26 FEET;

THENCE NORTH 58°36'01" WEST, A DISTANCE OF 320.90 FEET;

THENCE SOUTH 83°59'57" WEST, A DISTANCE OF 114.66 FEET;

THENCE NORTH 45°59'05" WEST, A DISTANCE OF 105.67 FEET;

THENCE NORTH 44°19'49" EAST, A DISTANCE OF 171.00 FEET;

THENCE NORTH 41°51'32" EAST, A DISTANCE OF 48.55 FEET;

THENCE NORTH 43°58'37" EAST, A DISTANCE OF 52.87 FEET;

THENCE NORTH 38°31'37" EAST, A DISTANCE OF 52.89 FEET;

THENCE NORTH 35°13'57" EAST, A DISTANCE OF 52.89 FEET;

THENCE NORTH 31°56'17" EAST, A DISTANCE OF 52.89 FEET;

THENCE NORTH 28°38'37" EAST, A DISTANCE OF 52.89 FEET;

THENCE NORTH 25°20'56" EAST, A DISTANCE OF 52.89 FEET;

THENCE NORTH 22°03'16" EAST, A DISTANCE OF 52.89 FEET;

THENCE NORTH 71°26'13" EAST, A DISTANCE OF 36.35 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 208.00 FEET, CONCAVE WESTERLY, WHOSE RADIUS BEARS NORTH 59°04'07" WEST, THROUGH A CENTRAL ANGLE OF 27°02'57", A DISTANCE OF 98.20 FEET, TO THE POINT OF BEGINNING.

EXCEPT FROM SAID SECTIONS, ALL MINERALS AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

# 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 CARGD 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 AND NO VEGETATION SHALL BE PLANTED OR 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. 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 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.

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, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
   D. 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.
   E. 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.
   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.

6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.

8. THIS 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, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. 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. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).

10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.

13. 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.

14. 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. (10, 21, 27, 46 AND 89) NOTED WITH AN "**".

15. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE TO ADJACENT REAR LOT LINE. (44) NOTED WITH A "#".

16. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE FURTHEST FROM THE STREET INTERSECTION. (4, 12, 13, 15, 16, 35, 45, 58, 59, 71, 82 AND 83) NOTES WITH A "##".

17. ALL LOTS IN ESTRELLA PARCEL 9.21 ARE MODELED BELOW 80 PSI AND THEREFORE DO NOT ANTICIPATE THE NEED FOR INDIVIDUAL PRV'S. THE WATER SYSTEM WITHIN THE ESTRELLA PARCEL 9.21 SUBDIVISION IS LOCATED WITHIN THE CITY OF GOODYEAR PRESSURE ZONE 1. PRV'S ARE REQUIRED FOR LOTS WITH PRESSURES IN EXCESS OF 80 PSI, TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED BY THE CUSTOMER.

18. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR MONTECITO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.

19. LOTS WITHIN THE SUBDIVISION ARE SUBJECT TO ATTENDANT NOISE, ODOR, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE RAINBOW VALLEY WASTEWATER TREATMENT FACILITY AND ADJACENT BUSINESS PARK USES.


WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

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# FINAL PLAT

ESTRELLA PARCEL 9.21
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 48932
GABRIEL S. RIOS
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-26

| | |
|---|---|
| CHECKED BY | GSR |
| CAD TECHNICIAN | RWK/JKK |
| SCALE | NTS |
| DATE | 05/07/2024 |
| JOB NUMBER | WP# 205204 |
| SHEET | 2 OF 5 |

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NORTHWEST CORNER SECTION 34, T1S, R2W
FOUND 2 1/2" GLO BC STAMPED T1S R2W S27 S28 S33 S34 1931
POINT OF COMMENCEMENT

NORTH 1/4 CORNER
SECTION 34, T1S, R2W
FOUND 2" MC AC STAMPED
T1S R2W 1/4 S27 S34 2003
RLS 36563

S89°34'33"E 2634.60'

189.48'

S00°25'27"W 1126.95'

S00°41'09"W 2621.64'
(BASIS OF BEARING)

W MOUNTAIN VISTA DRIVE

ESTRELLA NORTH LLC
APN 400-58-328B
DOC 2021-1136594,MCR

EX 55' R/W
BK
PG
MCR

EX 110' R/W
BK 1059, PG 15, MCR

EX 8' PUE & SVE
BK 1059, PG 15, MCR

20' LS PKWY

EX 33'X33' SVE
BK 1059, PG 15, MCR

EX 33'X33' SVE
BK 1059, PG 15, MCR

M/L/E DEDICATED HEREON

POB

10' PUE

8' PUE

33'X33' SVE

N77°03'00"E 276.84'

N77°03'00"E 80.00'

S12°57'00"E 67.00'

S85°43'16"E 50.00'

L=7.83'

L=13.22'

L=10.34'

L=88.18'

TRACT A

TRACT B

TRACT C

TRACT F

TRACT G

TRACT H

TRACT I

W MAPLEWOOD DR
S77°03'00"W 366.18'

W SANDLEWOOD DR
S58°36'01"E 243.53'

W HIDDENVIEW DR
S58°36'01"E 334.53'

S 185TH LN

S 186TH DR

S 187TH AVE

1' VNAE

25' R/W

35' R/W

ESTRELLA PARCEL 9.22 AND 9.24 A & B
BK 1532 PG 31

EX 25' UTILITY ESMT
2005-1874947, MCR

EX 50' NGAS ESMT
2001-0753945, MCR
& 2001-0451869, MCR

S10°45'59"W 1198.02'

N10°45'59"E 751.06'

MATCH SHEET 4

MATCH SHEET 4

N

0 40 80

Horz. 1 in. = 40 ft.

WOOD PATEL


Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

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# FINAL PLAT

## ESTRELLA PARCEL 9.21

GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
Date Signed
ARIZONA U.S.A.

EXPIRES 12-31-26

| | |
|---|---|
| CHECKED BY | GSR |
| CAD TECHNICIAN | RWK/JKK |
| SCALE | 1" = 40' |
| DATE | 05/07/2024 |
| JOB NUMBER | WP# 205204 |
| SHEET | 3 OF 5 |

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N

0 40 80

Horz. 1 in. = 40 ft.

MATCH SHEET 3

MATCH SHEET 3

TRACT I

TRACT G

TRACT F

TRACT H

TRACT J

TRACT K

TRACT L

TRACT D

TRACT E

W HIDDENVIEW DR

W SILVERWOOD DRIVE

S 186TH LN

S 187TH AVE

S 186TH AVE

ESTRELLA NORTH LLC
APN 400-58-069
DOC 2021-1136594,MCR

ESTRELLA NORTH LLC
APN 400-58-328B
DOC 2021-1136594,MCR

ESTRELLA PARCEL 9.22 AND 9.24 A & B
BK 1532 PG 31

EX 50' NGAS ESMT
2001-0753945, MCR
& 2001-0451869, MCR

EX 25' UTILITY ESMT
2005-1874947, MCR

EX TEMPORARY GDE
DOC , MCR

EX PERMANENT GDE
DOC , MCR

EX 30' SE
DOC , MCR

S00°41'09"W 2621.64'
(BASIS OF BEARING)

WEST 1/4 CORNER
SECTION 34, T1S, R2W
FD 2 1/2" GLO BC
STAMPED 1/4 S33 S34 1931

WOOD PATEL

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# FINAL PLAT

ESTRELLA PARCEL 9.21

GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-26

| | |
|---|---|
| CHECKED BY | GSR |
| CAD TECHNICIAN | RWK/JKK |
| SCALE | 1" = 40' |
| DATE | 05/07/2024 |
| JOB NUMBER | WP# 205204 |
| SHEET | 4 OF 5 |

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| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S39°57'44"E | 17.20' |
| L2 | S85°43'16"E | 25.00' |
| L3 | S85°43'16"E | 25.00' |
| L4 | N48°31'11"E | 17.20' |
| L5 | S57°57'00"E | 16.97' |
| L6 | N77°03'00"E | 40.00' |
| L7 | N77°03'00"E | 40.00' |
| L8 | N32°03'00"E | 16.97' |
| L9 | N77°02'57"E | 41.36' |
| L10 | S10°45'59"W | 28.06' |
| L11 | N79°14'01"W | 57.00' |
| L12 | N79°29'11"W | 48.25' |
| L13 | N77°09'11"W | 51.56' |
| L14 | N74°27'39"W | 51.56' |
| L15 | N71°46'06"W | 51.56' |
| L16 | N69°07'13"W | 51.56' |
| L17 | N66°23'01"W | 51.56' |
| L18 | N63°36'18"W | 54.85' |
| L19 | N60°44'27"W | 54.85' |
| L20 | N58°36'01"W | 52.20' |
| L21 | N31°23'59"E | 103.26' |
| L22 | S83°59'57"W | 114.66' |
| L23 | N45°59'05"W | 105.67' |
| L24 | N41°51'32"E | 48.55' |
| L25 | N43°58'37"E | 52.87' |
| L26 | N38°31'37"E | 52.89' |
| L27 | N35°13'57"E | 52.89' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L28 | N31°56'17"E | 52.89' |
| L29 | N28°38'37"E | 52.89' |
| L30 | N25°20'56"E | 52.89' |
| L31 | N22°03'16"E | 52.89' |
| L32 | N71°26'13"E | 36.35' |
| L33 | N39°59'51"W | 28.78' |
| L34 | S34°14'01"E | 16.97' |
| L35 | N76°23'59"E | 16.97' |
| L36 | S13°36'01"E | 16.97' |
| L37 | N76°23'59"E | 16.97' |
| L38 | N77°03'00"E | 3.30' |
| L39 | S68°49'16"E | 25.00' |
| L40 | S31°23'59"W | 37.00' |
| L41 | N48°17'19"E | 28.64' |
| L42 | S34°14'01"E | 2.83' |
| L43 | N25°33'25"W | 17.68' |
| L44 | S76°23'59"W | 16.97' |
| L45 | S41°50'37"W | 19.61' |
| L46 | S55°45'59"W | 2.83' |
| L47 | S57°49'30"E | 28.22' |
| L48 | N12°57'00"W | 25.00' |
| L49 | N32°09'21"E | 28.34' |
| L50 | N32°27'16"E | 15.83' |
| L51 | S57°29'30"E | 16.83' |
| L52 | S34°14'01"E | 2.83' |
| L53 | S10°45'59"W | 0.38' |
| L54 | S55°45'59"W | 16.97' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L55 | N13°36'01"W | 16.97' |
| L56 | N54°13'30"E | 22.12' |
| L57 | S10°39'04"W | 46.74' |
| L58 | S04°13'55"W | 45.25' |
| L59 | S05°45'12"E | 45.25' |
| L60 | S34°14'01"E | 16.97' |
| L61 | S55°45'59"W | 16.97' |
| L62 | N13°36'01"W | 16.97' |
| L63 | N68°40'18"E | 17.46' |
| L64 | S34°14'01"E | 16.97' |
| L65 | S55°45'59"W | 16.97' |
| L66 | N13°36'01"W | 16.97' |
| L67 | N76°23'59"E | 16.97' |
| L68 | N60°38'13"W | 46.22' |
| L69 | N65°33'14"W | 46.14' |
| L70 | N70°29'17"W | 46.14' |
| L71 | N75°25'19"W | 46.14' |
| L72 | N79°03'10"W | 46.77' |
| L73 | S79°14'01"E | 47.00' |
| L74 | S60°26'00"E | 46.43' |
| L75 | S63°41'24"E | 46.43' |
| L76 | S66°56'49"E | 46.43' |
| L77 | S70°12'14"E | 46.43' |
| L78 | S73°27'38"E | 46.43' |
| L79 | S76°43'03"E | 46.43' |
| L80 | S79°06'49"E | 46.85' |
| L81 | S79°14'01"E | 47.00' |

| AREA TABLE | | |
|---|---|---|
| LOT NO. | AREA SQUARE FEET | AREA ACRES |
| LOT 1 | 5,448 | 0.1251 |
| LOT 2 | 5,405 | 0.1241 |
| LOT 3 | 5,405 | 0.1241 |
| LOT 4 | 5,405 | 0.1241 |
| LOT 5 | 5,505 | 0.1264 |
| LOT 6 | 5,640 | 0.1295 |
| LOT 7 | 5,640 | 0.1295 |
| LOT 8 | 5,640 | 0.1295 |
| LOT 9 | 5,640 | 0.1295 |
| LOT 10 | 5,640 | 0.1295 |
| LOT 11 | 5,640 | 0.1295 |
| LOT 12 | 5,571 | 0.1279 |
| LOT 13 | 6,393 | 0.1468 |
| LOT 14 | 6,393 | 0.1468 |
| LOT 15 | 5,556 | 0.1275 |
| LOT 16 | 5,897 | 0.1354 |
| LOT 17 | 5,897 | 0.1354 |
| LOT 18 | 5,896 | 0.1354 |
| LOT 19 | 5,856 | 0.1344 |
| LOT 20 | 5,640 | 0.1295 |
| LOT 21 | 5,640 | 0.1295 |
| LOT 22 | 5,640 | 0.1295 |
| LOT 23 | 5,640 | 0.1295 |
| LOT 24 | 5,640 | 0.1295 |
| LOT 25 | 5,640 | 0.1295 |

| AREA TABLE | | |
|---|---|---|
| LOT NO. | AREA SQUARE FEET | AREA ACRES |
| LOT 26 | 5,640 | 0.1295 |
| LOT 27 | 5,640 | 0.1295 |
| LOT 28 | 5,640 | 0.1295 |
| LOT 29 | 5,640 | 0.1295 |
| LOT 30 | 5,640 | 0.1295 |
| LOT 31 | 5,640 | 0.1295 |
| LOT 32 | 5,640 | 0.1295 |
| LOT 33 | 5,640 | 0.1295 |
| LOT 34 | 5,640 | 0.1295 |
| LOT 35 | 5,403 | 0.1240 |
| LOT 36 | 5,469 | 0.1255 |
| LOT 37 | 5,623 | 0.1291 |
| LOT 38 | 5,623 | 0.1291 |
| LOT 39 | 5,623 | 0.1291 |
| LOT 40 | 5,624 | 0.1291 |
| LOT 41 | 5,625 | 0.1291 |
| LOT 42 | 5,983 | 0.1373 |
| LOT 43 | 5,982 | 0.1373 |
| LOT 44 | 5,935 | 0.1362 |
| LOT 45 | 5,405 | 0.1241 |
| LOT 46 | 5,405 | 0.1241 |
| LOT 47 | 5,405 | 0.1241 |
| LOT 48 | 5,405 | 0.1241 |
| LOT 49 | 5,405 | 0.1241 |
| LOT 50 | 5,425 | 0.1245 |

| AREA TABLE | | |
|---|---|---|
| LOT NO. | AREA SQUARE FEET | AREA ACRES |
| LOT 51 | 5,727 | 0.1315 |
| LOT 52 | 5,727 | 0.1315 |
| LOT 53 | 5,727 | 0.1315 |
| LOT 54 | 5,727 | 0.1315 |
| LOT 55 | 5,727 | 0.1315 |
| LOT 56 | 5,727 | 0.1315 |
| LOT 57 | 5,492 | 0.1261 |
| LOT 58 | 5,403 | 0.1240 |
| LOT 59 | 5,450 | 0.1251 |
| LOT 60 | 5,533 | 0.1270 |
| LOT 61 | 5,743 | 0.1318 |
| LOT 62 | 5,741 | 0.1318 |
| LOT 63 | 5,741 | 0.1318 |
| LOT 64 | 6,014 | 0.1381 |
| LOT 65 | 6,109 | 0.1402 |
| LOT 66 | 5,838 | 0.1340 |
| LOT 67 | 5,452 | 0.1252 |
| LOT 68 | 5,452 | 0.1252 |
| LOT 69 | 5,452 | 0.1252 |
| LOT 70 | 5,452 | 0.1252 |
| LOT 71 | 5,452 | 0.1252 |
| LOT 72 | 5,405 | 0.1241 |
| LOT 73 | 5,405 | 0.1241 |
| LOT 74 | 5,405 | 0.1241 |
| LOT 75 | 5,405 | 0.1241 |

| AREA TABLE | | |
|---|---|---|
| LOT NO. | AREA SQUARE FEET | AREA ACRES |
| LOT 76 | 5,405 | 0.1241 |
| LOT 77 | 5,850 | 0.1343 |
| LOT 78 | 5,893 | 0.1353 |
| LOT 79 | 5,893 | 0.1353 |
| LOT 80 | 5,893 | 0.1353 |
| LOT 81 | 5,536 | 0.1271 |
| LOT 82 | 5,403 | 0.1240 |
| LOT 83 | 5,450 | 0.1251 |
| LOT 84 | 5,583 | 0.1282 |
| LOT 85 | 5,921 | 0.1359 |
| LOT 86 | 6,206 | 0.1425 |
| LOT 87 | 6,285 | 0.1443 |
| LOT 88 | 5,789 | 0.1329 |
| LOT 89 | 5,437 | 0.1248 |
| LOT 90 | 5,437 | 0.1248 |
| LOT 91 | 5,437 | 0.1248 |
| LOT 92 | 5,437 | 0.1248 |

| AREA TABLE | | |
|---|---|---|
| | AREA SQUARE FEET | AREA ACRES |
| RIGHT-OF-WAY | 216,919 | 4.9798 |
| BOUNDARY | 930,338 | 21.3576 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
| C1 | 4°32'56" | 1155.00' | 91.70' | S81°36'39"E | 91.68' |
| C2 | 15°23'35" | 1155.00' | 310.30' | N84°44'47"E | 309.37' |
| C3 | 27°02'57" | 208.00' | 98.20' | N17°24'24"E | 97.29' |
| C4 | 27°07'16" | 400.00' | 189.34' | N17°50'22"E | 187.58' |
| C5 | 10°13'16" | 400.00' | 71.36' | S63°42'38"E | 71.26' |
| C6 | 20°38'00" | 400.00' | 144.05' | S68°55'01"E | 143.27' |
| C7 | 18°41'02" | 400.00' | 130.44' | S03°36'29"E | 129.86' |
| C8 | 71°18'58" | 36.58' | 45.53' | S41°23'31"W | 42.65' |
| C9 | 45°39'01" | 36.58' | 29.14' | S54°13'30"W | 28.38' |
| C10 | 23°42'59" | 400.00' | 165.57' | N01°05'31"W | 164.39' |
| C11 | 20°38'00" | 676.00' | 243.44' | S68°55'01"E | 242.13' |
| C12 | 20°38'00" | 957.00' | 344.64' | S68°55'01"E | 342.78' |
| C13 | 25°53'09" | 375.00' | 169.42' | N18°27'25"E | 167.98' |
| C14 | 20°38'00" | 982.00' | 353.64' | S68°55'01"E | 351.73' |
| C15 | 20°38'00" | 701.00' | 252.45' | S68°55'01"E | 251.08' |
| C16 | 10°49'08" | 425.00' | 80.25' | N10°46'46"E | 80.13' |
| C17 | 2°13'59" | 425.00' | 16.56' | S66°11'10"E | 16.56' |
| C18 | 6°21'00" | 425.00' | 47.10' | S61°53'41"E | 47.08' |
| C19 | 0°07'10" | 425.00' | 0.89' | S58°39'36"E | 0.89' |
| C20 | 20°38'00" | 932.00' | 335.63' | N68°55'01"W | 333.82' |
| C21 | 5°13'51" | 425.00' | 38.80' | N28°47'04"E | 38.79' |
| C22 | 20°38'00" | 651.00' | 234.44' | N68°55'01"W | 233.17' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
| C23 | 20°38'00" | 425.00' | 153.05' | S68°55'01"E | 152.23' |
| C24 | 17°45'10" | 50.00' | 15.49' | S22°31'24"W | 15.43' |
| C25 | 51°07'58" | 55.00' | 49.08' | N39°12'49"E | 47.47' |
| C26 | 30°01'22" | 55.00' | 28.82' | N79°47'29"E | 28.49' |
| C27 | 17°45'10" | 50.00' | 15.49' | S85°55'35"W | 15.43' |
| C28 | 17°23'23" | 365.00' | 110.78' | S02°59'58"E | 110.36' |
| C29 | 18°37'51" | 435.00' | 141.45' | N02°34'51"W | 140.83' |
| C30 | 88°04'06" | 55.00' | 84.54' | N50°46'07"E | 76.46' |
| C31 | 17°45'10" | 50.00' | 15.49' | N85°55'35"E | 15.43' |
| C32 | 8°30'00" | 375.00' | 55.63' | S62°51'00"E | 55.58' |
| C33 | 20°38'00" | 375.00' | 135.05' | N68°55'01"W | 134.32' |
| C34 | 1°32'31" | 375.00' | 10.09' | S09°59'44"W | 10.09' |
| C35 | 22°05'55" | 425.00' | 163.92' | N00°16'58"W | 162.91' |
| C36 | 0°22'14" | 375.00' | 2.43' | N10°55'52"W | 2.43' |
| C37 | 21°52'58" | 375.00' | 143.22' | S00°10'30"E | 142.35' |
| C38 | 2°33'07" | 400.00' | 17.82' | S11°40'26"E | 17.81' |
| C39 | 3°30'01" | 400.00' | 24.44' | S03°59'01"W | 24.43' |
| C40 | 180°00'00" | 7.50' | 23.56' | S80°39'24"W | 15.00' |
| C41 | 10°31'21" | 406.00' | 74.56' | N04°04'56"W | 74.46' |
| C42 | 180°00'00" | 7.50' | 23.56' | S88°49'16"E | 15.00' |
| C43 | 10°31'21" | 391.00' | 71.81' | N04°04'56"W | 71.71' |

| TRACT AREA TABLE | | | |
|---|---|---|---|
| TRACT NO. | TRACT AREA SQUARE FEET | TRACT AREA ACRES | USE |
| TRACT A | 29,054 | 0.6670 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SIDEWALK EASEMENT |
| TRACT B | 17,952 | 0.4121 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE |
| TRACT C | 11,328 | 0.2601 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT |
| TRACT D | 1,080 | 0.0248 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |
| TRACT E | 2,170 | 0.0498 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |
| TRACT F | 6,898 | 0.1584 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |
| TRACT G | 16,000 | 0.3673 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |
| TRACT H | 2,170 | 0.0498 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |
| TRACT I | 101,171 | 2.3226 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SEWER EASEMENT |
| TRACT J | 3,600 | 0.0826 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SEWER EASEMENT |
| TRACT K | 947 | 0.0217 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |
| TRACT L | 1,488 | 0.0342 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT |

NOTE
*TRACTS "A" THROUGH "L" WILL BE OWNED AND MAINTAINED BY ESTRELLA FOOTHILLS ASSOCIATION (HOA).

| ESTRELLA - PARCEL 9.21 | | | |
|---|---|---|---|
| SITE DATA TABLE | | | |
| TOTAL GROSS AREA | 930,337.99 | SQ FT | 21.36 AC |
| TOTAL STREET AREA | 216,918.99 | SQ FT | 4.98 AC |
| TOTAL NET AREA | 713,419.00 | SQ FT | 16.38 AC |
| LOT SIZE, MINIMUM DIMENSIONS | 47' X 115' | | |
| MINIMUM LOT SIZE | 5,403 SQ FT | | |
| AVERAGE LOT SIZE | 5,648 SQ FT | | |
| TOTAL NUMBER OF LOTS | 92 | | |
| TOTAL AREA SUBDIVIDED INTO LOTS | 519,560.89 | SQ FT | 11.93 AC |
| DENSITY (GROSS ACREAGE) | 4.31 | | DU/AC |
| ONSITE OPEN SPACE /LANDSCAPE | 193,858.11 | SQ FT | 4.45 AC |
| ACTIVE USABLE OPEN SPACE | 0.41 AC | | 9.21% |
| PASSIVE USABLE OPEN SPACE | 3.22 AC | | 72.36% |
| PERCENT OPEN SPACE /LANDSCAPE | 20.84% | | |
| EXISTING ZONING | PAD | | |

| CALCULATION OF ADJUSTED GROSS AREA | |
|---|---|
| AREA OF LOCAL STREETS | 4.98 |
| PLUS AREA SUBDIVIDED INTO LOTS | 11.93 |
| AREA SUBTOTAL | 16.91 |
| APPLY 15% OPEN SPACE FACTOR (CONSTANT) | 0.85 |
| ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) | 19.89 |
| EDU DENSITY CALCULATION | |
| NUMBER OF DWELLING UNITS | 92 |
| DIVIDED BY ADJUSTED GROSS AREA | 19.89 |
| ADJUSTED GROSS DENSITY | 4.63 |
| EDU CALCULATION | |
| NUMBER OF DWELLING UNITS | 92 |
| EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC | 0.82 |
| EQUIV. DENSITY (92 x 0.82) | 75.44 |


WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com


# FINAL PLAT

ESTRELLA PARCEL 9.21
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS, JR.
Date Signed
ARIZONA U.S.A.

EXPIRES 12-31-26

CHECKED BY GSR
CAD TECHNICIAN RWK/JKK
SCALE NTS
DATE 05/07/2024
JOB NUMBER WP# 205204
SHEET 5 OF 5

Z:\Estrella\2020\205204\Survey\Plat\5204-F01.dwg

DATE:
CAR #: 202X-XXXX
CASE #:

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.18 AND ESTRELLA PARCEL 9.21

**STAFF PRESENTER(S):** Alex Lestinsky, Senior Planner

**OTHER PRESENTER(S):** Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

**SUMMARY:**

Preliminary Plats for Estrella Parcel 9.18 and Estrella Parcel 9.21, subdividing approximately 34.3 acres of property into 143 lots and 21 tracts.

**RECOMMENDATION:**

Approve the Estrella Parcel 9.18 Preliminary Plat and the Estrella Parcel 9.21 Preliminary Plat subject to the following stipulations

**STIPULATIONS:** The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.18 and Estrella Parcel 9.21 (collectively the "Estrella Parcel 9 Preliminary Plats"):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the "Estrella Parcel 9 Final Plats"); and
2. The Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.18 and 9.21) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval

concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022 -1544 becomes effective; and

3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property 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(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the "Rainbow Valley WRF Expansion(s)"); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351$^{st}$ lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351$^{st}$ lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and

6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:

    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and

    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and;

7. Owner shall dedicate to the City, by separate instrument, a 30-foot wide Sewer Easement from the eastern boundary of Tract J as reflected in the Preliminary Plat for Estrella Parcel 9.21 to the existing 20' wide utility easement as recorded in 2005-1874947, M.C.R. The easement shall be shall be dedicated lien free and, unless otherwise agreed to by the City Engineer or his/her designee, free of all other easements or other encumbrances, and shall be in a form approved by the City Attorney or his/her designee. The easement referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats and the recording information for the easement shall be inserted onto the Final Plat for Estrella Parcel 9.21 prior to the recordation of the Estrella Parcel 9 Final Plats; and

8. Owner shall dedicate to the City by separate instrument a temporary drainage easement located outside the boundaries of the property included within the Preliminary Plat for Estrella Parcel 9.21 at the southeast corner of Estrella Parcel 9.21 as reflected in the Preliminary Plat for Estrella Parcel 9.21. The easement shall be dedicated lien free and, unless otherwise agreed to by the City Engineer or his/her designee, free of all other easements of other encumbrances, and shall be in a form approved by the City Attorney or his/her designee. The easement referred to herein shall be recorded prior to the recordation of the Estrella 9 Final Plats and the recording information for the easement shall be inserted onto the Final Plat for Estrella Parcel 9.21 prior to the recordation of the Estrella Parcel 9 Final Plats; and

9. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186$^{th}$ Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the "Loop Improvements"). The Loop Improvements shall include wash crossings that meet the requirements of the

City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, not certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and

10. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single project and, unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and;

11. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed to for the City to provide services to such property has been completed and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period . This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system, and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and

12. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

13. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and

14. Owner shall dedicate to the City by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-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 Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and

15. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 included within the Estrella Parcel 9 Preliminary Plats; and

16. In addition to the specific infrastructure identified herein, Owner shall construct 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.

**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 included within the Estrella Parcel 9 Preliminary Plats is located south 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 SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.18 and 9.21 is being processed concurrently with these preliminary plats. These parcels are proposed for the SFD/A (Single Family Detached/Attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

**STAFF ANALYSIS:**

<u>Current Policy:</u>

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. Subject to the satisfaction of the conditions of approval set forth above and

as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats 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:

The request is to subdivide approximately 13 acres into 51 lots and 10 tracts for Parcel 9.18 and subdivide approximately 21 acres into 92 lots and 11 tracts for Parcel 9.21. In total, these subdivisions include approximately 34.3 acres of property into 143 lots and 21 tracts. The subdivisions reflected in the preliminary plats presented herein will be accessed by West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the two respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plat being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent the other preliminary plat presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Mountain Vista Drive; Future Parcels 9.39 and 9.40
- East – Future Parcel 9.22
- South – Future Parcels 9.19 and 9.20
- West – Future Parcel 9.17 and 9.16

The typical lot within these subdivisions will be 47-feet wide and 115-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-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. Approximately 8 acres of open space is provided between the two parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

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 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:

Emergency response times and distances 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 |
| #186 | 1.56 | 0.78 | 5.66 | 2.83 | #182 | 5.12 | 2.56 | 11.44 | 5.72 |

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:

The property within each of the Estrella Parcel 9 Preliminary Plats being presented herein parcels will be accessible by two points of entry off of West Mountain Vista Drive. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

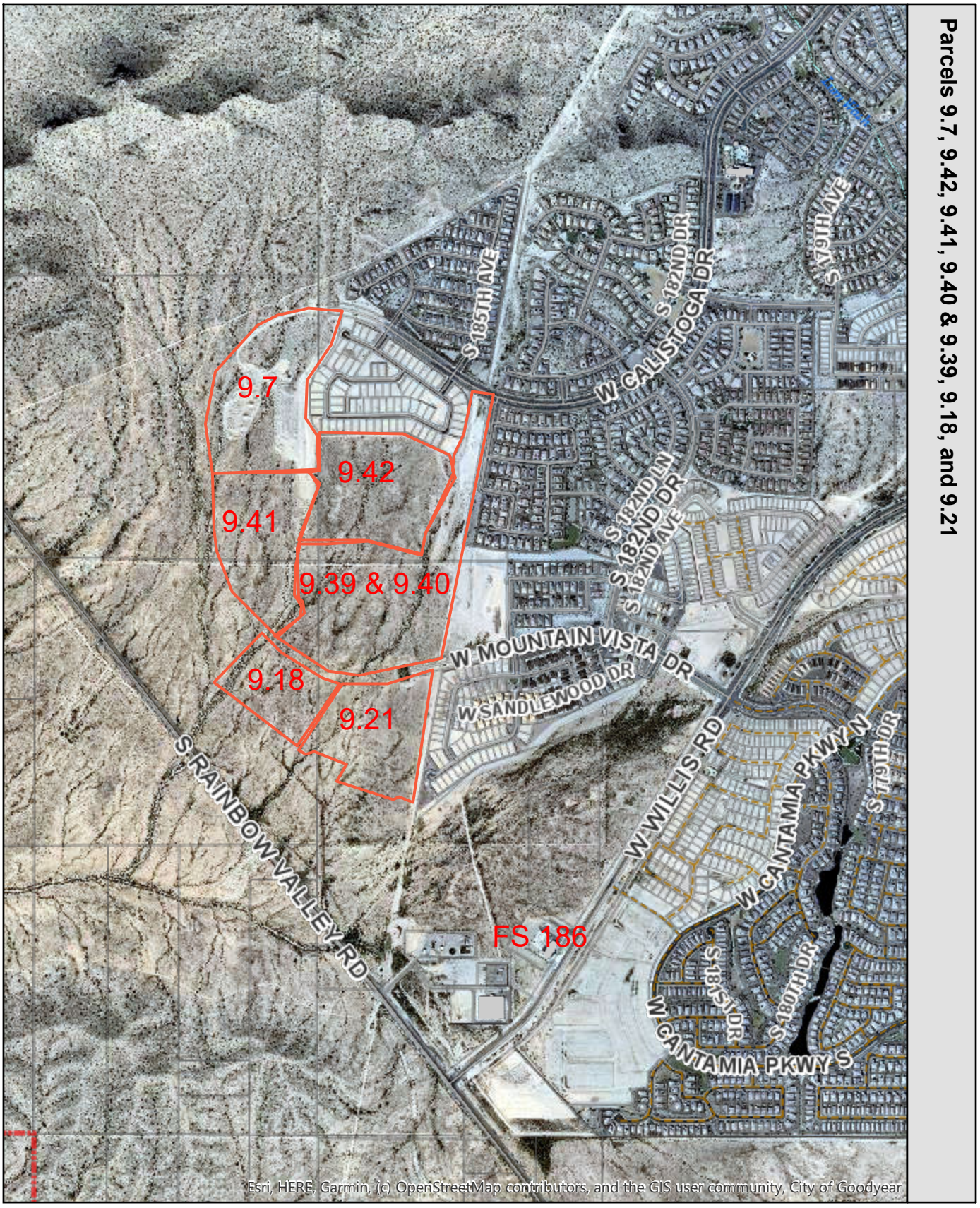
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

**ATTACHMENTS:**

1. Aerial Photo
2. Estrella Parcel 9.18 Preliminary Plat
3. Estrella Parcel 9.21 Preliminary Plat

**Name of Map: Estrella Montecito Parcels**

**Description: Preliminary Plats**




**Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21**

ITEM #: 17.
DATE: 06/24/2024
AI #:2095

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **FINAL PLAT FOR ESTRELLA PARCEL 9.7**

**STAFF PRESENTER(S):** Marty Crossland, Deputy Director of Development Engineering

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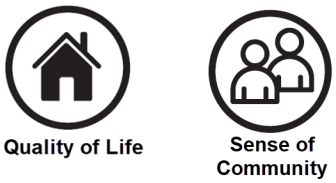
**OTHER PRESENTER(S):**

Jennifer Meyers, Estrella

## SUMMARY

A Final Plat for Estrella Parcel 9.7 subdividing approximately 28.11 acres into 95 single family lots and seven tracts on property generally located adjacent to the southeast of the W. Calistoga Drive alignment. The typical lot size is 50 feet wide by 120 feet deep.

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Conditionally approve the Final Plat for Estrella Parcel 9.7, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering

## STIPULATIONS

1. Prior to recordation of the Final Plat for Estrella Parcel 9.7 (the “Final Plat”), Owner shall submit an updated title report for the property included within the Final Plat and shall modify the 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 platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

2. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the Final Plat; and

3. The park that is to be developed within Parcel 9.23 of the Montecito Planned Area

Development adopted by Ordinance No. 2022-1544 is to be constructed in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance No. 2022-1544 that includes the 351st lot created by all final plats recorded after August 29, 2022 that includes any of the property subject to Ordinance No. 2022-1544. This includes, but is not limited to, the final plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42 within the Montecito Planned Area Development that are being presented to Council concurrently with the Final Plat for Estrella Parcel 9.7. If the recordation of this Final Plat for Estrella Parcel 9.7 includes the 351st lot, the park that is to be developed within Parcel 9.23 of the Montecito Planned Area Development adopted by Ordinance No. 2022-1544 shall be constructed in conjunction with vertical construction within this Final Plat; and

4. Prior to the recordation of the Final Plat for Estrella Parcel 9.7, the Map of Dedication for W. Calistoga Drive – Phase 4 and the Map of Dedication for W. Mountain Vista Dr. – Phase 2 being presented to council concurrently with this Final Plat shall be approved and recorded.

## 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 29, 2022, the Goodyear City Council adopted Ordinance No. 2022-1544 conditionally rezoning approximately 1,327 acres of property located with Estrella (formerly Estrella Mountain Ranch) for a project known as the Montecito Planned Area Development, which is generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road. That same day, council approved Preliminary Plats for Parcels 9.7, 9.18, 9.21, 9.39, 9.40, 9.41, and 9.42.

## STAFF ANALYSIS

The final plat substantially conforms to the approved preliminary plat for Estrella Parcel 9.7 and 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. Further, 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.

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**Attachments**

1. Final Plat
2. Preliminary Plat CAR
3. Aerial Map

# FINAL PLAT
# FOR
# ESTRELLA PARCEL 9.7

A PORTION OF SECTIONS 27 & 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, GOODYEAR, MARICOPA COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA )
) SS
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 OF "ESTRELLA PARCEL 9.7", A PORTION OF SECTIONS 27 AND 28, 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 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.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR (THE "CITY OF GOODYEAR" OR THE "CITY"), IN FEE, THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A THROUGH G, INCLUSIVE, AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, 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/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR, FOR USE BY THE CITY AND ITS PERMITTEES, A WATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A DESIGNATED AS "WLE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER EASEMENT AREA"). THE WATER EASEMENT DEDICATED HEREON IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES ("THE "WATER FACILITIES"). NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREA AND THE WATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER EASEMENT AREA.

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION ("ASSOCIATION"), NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" 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.

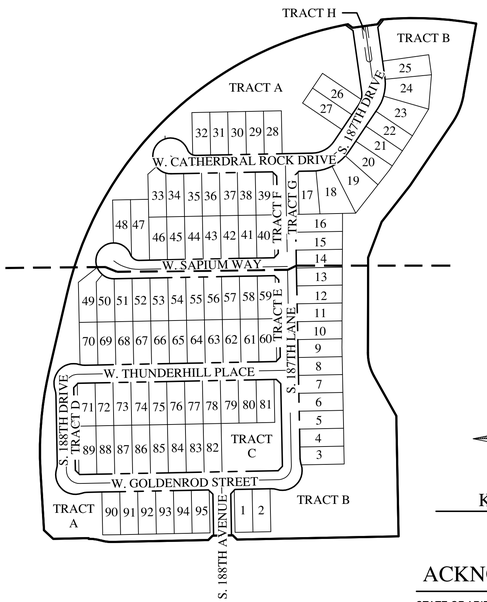
OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR, NON-EXCLUSIVE ACCESS EASEMENTS ("ACCESS EASEMENTS") ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN TRACT A DESIGNATED AS "ESVAE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "ACCESS EASEMENT AREA(S)"). THE ACCESS EASEMENTS DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES DESCRIBED BELOW FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THESE ACCESS EASEMENTS IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (II) PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS ("ACCESS FACILITIES") IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS ROAD"). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. 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 ACCESS EASEMENT(S) 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 ACCESS EASEMENT AREA(S).

OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A AND C AND 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 PREMISES DESCRIBED HEREIN 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 OPERATING, 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 AND C.

OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENT AREAS, THE STREETS AND WITHIN PORTIONS OF THE TRACTS NOT BURDENED BY THE WATER AND ACCESS EASEMENTS GRANTED HEREIN, FOR THE BENEFIT OF OWNER, ESTRELLA COMMUNITY ASSOCIATION, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, ESTRELLA FOOTHILLS 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 MAINTAINED OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD, CONDITIONED OR DELAYED.

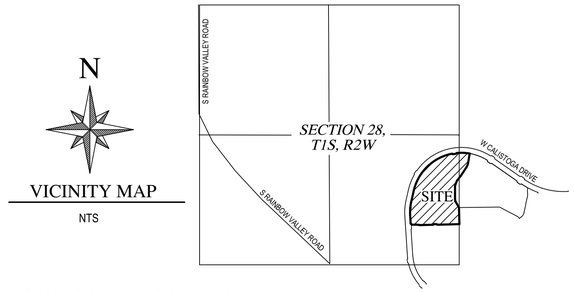
OWNER HEREBY DECLARES TRACTS A THROUGH G, INCLUSIVE, AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE ASSOCIATION, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE ASSOCIATION, TRACTS A THROUGH G, INCLUSIVE, WITHIN THIS PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS TO OWNER A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN, MONUMENT SIGNAGE, AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED M/L/E GRANTED HEREON. IN CONSIDERATION OF THE CITY GRANTING THIS EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF MONUMENT SIGNAGE AND LANDSCAPING, THE ASSOCIATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, AND REPLACE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE ASSOCIATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY.




KEY MAP

NTS




VICINITY MAP

NTS

## OWNER/DEVELOPER

ESTRELLA NORTH LLC
17700 NORTH PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
EMAIL: TBRISLIN@HARVARDINVESTMENTS.COM
CONTACT: TIMOTHY P. BRISLIN

## CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: EBOYLE@WOODPATEL.COM
CONTACT: ETHAN BOYLE, P.E.

## SHEET INDEX


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| 1 | COVER SHEET |
| 2 | DESCRIPTION, NOTES, DETAIL AND LEGEND |
| 3 | PLAN SHEET |
| 4 | PLAN SHEET |
| 5 | TABLES |


## LAND SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: GRIOS@WOODPATEL.COM
CONTACT: GABRIEL RIOS, R.L.S.

## BASIS OF BEARING

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST.

## PUBLIC UTILITIES

| | |
|---|---|
| WATER | CITY OF GOODYEAR |
| SEWER | CITY OF GOODYEAR |
| ELECTRIC | APS |
| TELEPHONE | CENTURY LINK |
| GAS | SOUTHWEST GAS |
| CABLE TV | COX COMMUNICATIONS |

## BENCHMARKS

3-INCH CITY OF GOODYEAR BRASS CAP FLUSH LOCATED AT THE INTERSECTION OF ESTRELLA PARKWAY AND SAN MIGUEL DRIVE, HAVING AN ELEVATION OF 1026.73', OLD CITY OF GOODYEAR NGVD 29 DATUM. (TO CONVERT ELEVATIONS TO NEW CITY OF GOODYEAR NAVD 88 DATUM, ADD 1.64')

## DEDICATION (CONTINUED)

THE ASSOCIATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE MONUMENT SIGNAGE AND LANDSCAPING INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN. THE ASSOCIATION 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 MONUMENT SIGNAGE OR LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON, 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. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE ASSOCIATION FAIL TO MAINTAIN THE MONUMENT SIGNAGE AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS M/L/E GRANTED HEREON AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE MONUMENT SIGNAGE AND LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE ASSOCIATION 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.

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 _____, 2024.

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 LIMITIED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGMENT OF DEDICATION

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2024, BY _____, THE

_____ OF HARVARD INVESTMENTS, INC. A NEVADA CORPORATION, THE MANAGER OF EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP, THE SOLE MEMBER MANAGER OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON THEIR BEHALF.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

## HOMEOWNER'S ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, ESTRELLA FOOTHILLS ASSOCIATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO ESTRELLA FOOTHILLS ASSOCIATION IN THIS PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS A THROUGH G AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

## RATIFICATION AND CONSENT

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF ESTRELLA FOOTHILLS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ESTRELLA PARCEL 9.7" AND RATIFIES, ACKNOWLEDGES, AFFIRMS AND RESPONSIBILITIES SET FORTH THEREIN.

IN WITNESS WHEREOF, ESTRELLA FOOTHILLS ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

THIS _____DAY OF _____, 2024

ESTRELLA FOOTHILLS ASSOCIATION

BY: _____

NAME: _____

TITLE: _____

## ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

THIS _____ DAY OF _____, 2024, BY

_____ THE _____ OF ESTRELLA FOOTHILLS ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

## APPROVAL

APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS _____ DAY

OF _____, 2024.

BY: _____
MAYOR JOE PIZZILLO

ATTEST:_____
CITY CLERK DARCIE McCRACKEN

_____
CITY ENGINEER STEVE SCINTO

## CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FIVE (5) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2022 AND THAT IT MEETS ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

_____
GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM

WOOD PATEL


Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com


FINAL PLAT
ESTRELLA PARCEL 9.7
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S.
RIOS
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-2026

CHECKED BY GSR
CAD TECHNICIAN JKP/JKK
SCALE NTS
DATE 04/26/2024
JOB NUMBER WP# 215313
SHEET 1 OF 5

Z:\Estrella\2021\215313\Survey\Plat\5313-F01.dwg

# 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, AN ARIZONA CORPORATION

BY:_____
AUTHORIZED REPRESENTATIVE

DATE: _____

# ACKNOWLEDGMENT

STATE OF ARIZONA )
) ss.
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF

_____, 2024, BY _____, AS

_____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

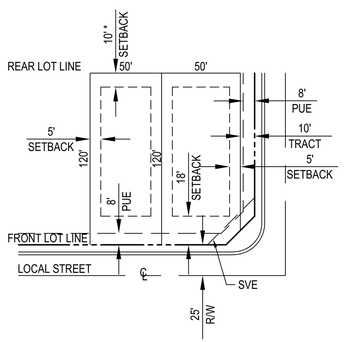
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC_____

MY COMMISSION EXPIRES_____

# LEGEND

| | |
|---|---|
| ◉ | SURVEY MONUMENT FOUND AS NOTED |
| ○ | SURVEY MONUMENT WITH RLS TAG OR CAP TO BE SET UNLESS OTHERWISE NOTED |
| △ | SUBDIVISION CORNER |
| AC | ALUMINUM CAP |
| APN | ASSESSOR PARCEL NUMBER |
| BC | BRASS CAP |
| BK | BOOK |
| DE | DRAINAGE EASEMENT |
| DOC | DOCUMENT |
| ESVAE | EMERGENCY SERVICE VEHICLE ACCESS EASEMENT |
| EX | EXISTING |
| GLO | GENERAL LAND OFFICE |
| MC | MARICOPA COUNTY |
| MCR | MARICOPA COUNTY RECORDS |
| M/L/E | MEDIAN AND LANDSCAPE EASEMENT |
| PG | PAGE |
| PUE | PUBLIC UTILITY EASEMENT |
| RW | RIGHT-OF-WAY |
| SVE | SIGHT VISIBILITY EASEMENT |
| VNAE | VEHICULAR NON ACCESS EASEMENT |
| WLE | WATERLINE EASEMENT |
| $ | INDICATES DRIVEWAY POSITIONING |
| ** | INDICATES HOUSE POSITIONING |
| # | INDICATES DRIVEWAY POSITIONING |
| ## | INDICATES LOTS WITH SETBACK RESTRICTIONS |
| ——— | BOUNDARY LINE |
| — — — | EASEMENT LINE |
| ——— | LOT OR TRACT LINES |
| — - — | RIGHT-OF-WAY LINE |
| — · — | SECTION LINE |
| —— – —— | CENTERLINE |




## TYPICAL 50' X 120' LOT DETAIL

NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 27 AND SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, A 2 ½-INCH GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED T1S R2W S27 S28 S33 S34 1931, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 28, A 2 ½-INCH GLO BRASS CAP STAMPED ¼ S28 S33 1931, BEARS NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2633.26 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST, A DISTANCE OF 971.58 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01 DEGREES 04 MINUTES 15 SECONDS EAST, A DISTANCE OF 812.67 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 47 DEGREES 14 MINUTES 35 SECONDS WEST, A DISTANCE OF 35.21 FEET;

THENCE NORTH 03 DEGREES 22 MINUTES 34 SECONDS WEST, A DISTANCE OF 162.24 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 995.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 16 DEGREES 26 MINUTES 36 SECONDS, A DISTANCE OF 285.55 FEET, TO THE CURVES END;

THENCE NORTH 13 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 220.80 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 995.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 66 DEGREES 15 MINUTES 13 SECONDS, A DISTANCE OF 1150.56 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 54 DEGREES 09 MINUTES 11 SECONDS EAST, A DISTANCE OF 16.62 FEET;

THENCE NORTH 82 DEGREES 01 MINUTES 39 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 38 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 16.62 FEET, TO THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST CALISTOGA DRIVE, RECORDED IN BOOK 1288, PAGE 16, MARICOPA COUNTY RECORDS (MCR), AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE ALONG SAID PROLONGATION AND SAID SOUTHERLY RIGHT-OF-WAY LINE, EASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 995.00 FEET, CONCAVE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 05 DEGREES 15 MINUTES 56 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 15 DEGREES 21 MINUTES 35 SECONDS, A DISTANCE OF 266.73 FEET, TO THE NORTHWEST CORNER OF ESTRELLA PARCEL 9.43, RECORDED IN BOOK 1549, PAGE 30, MCR, AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE WESTERLY LINE OF SAID ESTRELLA PARCEL 9.43, SOUTH 10 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 203.51 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 23 DEGREES 54 MINUTES 36 SECONDS, A DISTANCE OF 83.46 FEET, TO THE CURVES END;

THENCE SOUTH 34 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 211.45 FEET;

THENCE SOUTH 38 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 128.79 FEET;

THENCE SOUTH 20 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 106.44 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 37 SECONDS WEST, A DISTANCE OF 266.25 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 131.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 26 MINUTES 08 SECONDS, A DISTANCE OF 67.30 FEET, TO THE CURVES END;

THENCE SOUTH 29 DEGREES 16 MINUTES 31 SECONDS EAST, A DISTANCE OF 127.70 FEET, TO THE SOUTHWEST CORNER OF SAID ESTRELLA PARCEL 9.43;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 01 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 336.90 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 451.44 FEET;

THENCE NORTH 46 DEGREES 06 MINUTES 37 SECONDS WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 56.63 FEET;

THENCE SOUTH 43 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 268.80 FEET, TO THE BEGINNING OF A CURVE;

THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 102.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 30.87 FEET, TO THE BEGINNING OF A REVERSE CURVE;

THENCE WESTERLY ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 118.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS, A DISTANCE OF 35.71 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 01 DEGREES 06 MINUTES 37 SECONDS WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 23 SECONDS WEST, A DISTANCE OF 98.75 FEET, TO THE POINT OF BEGINNING.

# NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART 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 CARGD 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 AND NO VEGETATION SHALL BE PLANTED OR 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. 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 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.

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, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
   D. 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.
   E. 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.
   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.

6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.

8. THIS 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, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. 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. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).

10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.

13. 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.

14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (1, 17, 39, 40, 59, 60, 71, 81, 89 AND 95) NOTED WITH A "$".

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. (8 AND 13). NOTED WITH AN "**".

16. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE TO ADJACENT REAR LOT LINE. (16) NOTED WITH A "#".

17. LOTS WITH A RESTRICTED 21' FRONT SETBACK AND DRIVEWAY RESTRICTED TO THE NORTH SIDE. ( 27) NOTED WITH A "##".

18. ALL LOTS IN ESTRELLA PARCEL 9.7 ARE MODELED BELOW 80 PSI AND THEREFORE DO NOT ANTICIPATE THE NEED FOR INDIVIDUAL PRV'S. THE WATER SYSTEM WITHIN THE ESTRELLA PARCEL 9.7 SUBDIVISION IS LOCATED WITHIN THE CITY OF GOODYEAR PRESSURE ZONE 1. PRV'S ARE REQUIRED FOR LOTS WITH PRESSURES IN EXCESS OF 80 PSI, TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED BY THE CUSTOMER.

19. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR MONTECITO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.


WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com


# FINAL PLAT

ESTRELLA PARCEL 9.7
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-2026

CHECKED BY GSR
CAD TECHNICIAN JKP/JKK
SCALE NTS
DATE 04/26/2024
JOB NUMBER WP# 215313
SHEET 2 OF 5

Z:\Estrella\2021\215313\Survey\Plat\5313-F01.dwg

SEE SHEET 4

SEE SHEET 4

ESTRELLA NORTH LLC
APN 400-58-064A
DOC 2021-1136594, MCR

EX 55' RW

EX 55' RW

10' PUE

W. CALISTOGA DRIVE

BOOK PAGE MCR

S. 188TH DRIVE

W. SAPIUM WAY

W. THUNDERHILL PLACE

W. GOLENROD STREET

S. 187TH LANE

S. 188TH AVENUE

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

1' VNAE

8' PUE

33'x33' SVE

25' RW

EX DE
DOC 2020-0919474, MCR

ESTRELLA PARCEL 9.43
BK 1549, PG 30, MCR

ESTRELLA NORTH LLC
APN 400-58-329K
DOC 2021-1136594, MCR

ESTRELLA NORTH LLC
APN 400-58-064A
DOC 2021-1136594, MCR

POINT OF BEGINNING

SOUTH 1/4 CORNER
SECTION 28, T1S, R2W
FOUND 2 1/2" GLO BC
STAMPED 1/4 S28 S33 1931

SOUTHEAST CORNER SECTION 28 &
SOUTHWEST CORNER SECTION 27, T1S, R2W
FOUND 2 1/2" GLO BC STAMPED T1S R2W S27 S28 S33 S34 1931
POINT OF COMMENCEMENT

SOUTH 1/4 CORNER
SECTION 27, T1S, R2W
FOUND 2" MC AC STAMPED
T1S R2W 1/4 S27 S34 2003
RLS 36563

N

0 40 80

Horz. 1 in. = 40 ft.

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ESTRELLA PARCEL 9.7
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
Date Signed
ARIZONA U.S.A.

EXPIRES 12-31-2026

| | |
|---|---|
| CHECKED BY | GSR |
| CAD TECHNICIAN | JKP/JKK |
| SCALE | 1" = 40' |
| DATE | 04/26/2024 |
| JOB NUMBER | WP# 215313 |
| SHEET | 3 OF 5 |

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N

0 40 80

Horz. 1 in. = 40 ft.

ESTRELLA NORTH LLC
APN 400-58-329J
DOC 2021-1136594, MCR

ESTRELLA NORTH LLC
APN 400-58-064A
ZONING: PAD
DOC 2021-1136594, MCR

W. CALISTOGA DRIVE

BOOK PAGE
MCR

EX 55' RW

EX 110' RW
BK 1288, PG 162, MCR

10' PUE

SVE

L=207.62'
N76°03'03"E 204.20'

S54°09'11"E 16.62'

L=8.00'
L3
S54°27'19"E 29.65'
13.00'

M/L/E DEDICATED HEREON

N82°01'39"E 70.00'
26.00'
9.00'
29.00'
6.00'
35' RW
N07°58'21"W 93.35'
161.11'
93.35'
100.70'
160.82'
173.82'
L=13.29'
C33
L=10.27'

N38°12'30"E 16.62'
L=197.06'
C4
L=8.00'
L2
13.00'
N38°30'38"E 31.41'
SVE
S87°55'11"W 192.62'
L=61.67'
EX 10' PUE
BK 1288, PG 162, MCR
S10°05'39"W 203.51'

63.27'
1,142.00'
8' PUE
S82°01'39"W 130.00'
1' VNAE
N07°58'21"W 95.66'
5.56'
8' PUE
L=5.28'
S84°26'52"W 130.23'
1' VNAE
L=47.36'
C13
N73°50'42"W 131.16'
N04°45'15"E 96.30'
L=38.94'
8.67'

TRACT A

TRACT G

TRACT B

TRACT F

N88°53'23"E 250.00'
50.00' 50.00' 50.00' 50.00' 50.00'
1' VNAE
S01°06'37"E 118.32'
S01°06'37"E 120.00'
32 31 30 29 28
8' PUE
L=21.57'
L=9.21'
41.00'
50.00'
325.37'
70.82'
13.55'
C16
C17
L=95.07'
C3
L=787.18'
C30
N88°53'23"E 325.37'
249.57'
75.80'
C31
C12
L=47.38'
L=46.88'
W. CATHEDRAL ROCK DRIVE
25' RW

N88°53'23"E 100.00'
50.00' 50.00'
1' VNAE
N01°06'37"W 120.00'
N01°06'37"W 159.00'
48 47
N01°06'37"W 170.00'
120.00'
TRACT A
1' VNAE
20' WLE & ESVAE
L=44.35'
L=61.55'
C19
L=20.00'
L=20.23'
L=6.37'
L=24.41'
29.29'
C18
L=127.15'
L=27.19'
C29
W. SAPIUM WAY
S88°53'23"W 414.29'

N88°53'23"E 350.00'
50.00' 50.00' 50.00' 50.00' 50.00' 50.00'
N01°06'37"W 120.00'
N01°06'37"W 122.22'
33 34 35 36 37 38 39$
118.00'
8' PUE
1' VNAE
216.00'
290.00'
N01°06'37"W 236.00'
46 45 44 43 42 41 40$
33'x33' SVE
14.14'
2.83'
48.00'
377.29'
L4
L5
L7
L=32.19'
35.28'
283.28'
TRACT F
25' RW
N01°06'37"W 848.42'
S. 187TH LANE

L6
38.80'
L=9.20'
2.83'
33'x33' SVE
14.14'
N01°06'37"W 119.00'
108.00'
17$ 18
N05°19'43"W 120.67'
8' PUE
1' VNAE
10.00'
58.87'
99.88'
N88°53'23"E 131.88'
N88°53'23"E 36.86'
16 #
50.00'
50.01'
N00°14'42"W 375.10'
8' PUE
N88°53'23"E 130.70'
15
1' VNAE
N88°53'23"E 129.52'
14
N88°53'23"E 128.33'
S00°09'37"W 266.25'
790.98'
N26°49'04"W 146.91'
19
100.80'
N38°00'30"E 151.65'
50.85'
15.37'
20
S48°32'08"E 121.54'
L=16.28'
C31
C12
L=47.38'
S34°00'15"W 116.37'
50.50'
50.50'
21
S55°59'45"E 123.00'
34.08'
22
S55°59'45"E 123.00'
143.76'
50.50'
N24°00'15"E 128.80'
S. 187TH DRIVE
RW
50.00'
123.44'
50.50'
23
S55°59'45"E 123.00'
N31°16'09"E 87.29'
EX DE
DOC 2020-0919474, MCR
24
N04°45'15"E 96.30'
25
S82°01'39"W 130.00'
1' VNAE
8' PUE
L=5.28'
S84°26'52"W 130.23'
1' VNAE
L=47.36'
C13
N73°50'42"W 131.16'
L=38.94'
8.67'
23
S55°59'45"E 123.00'
N31°16'09"E 87.29'
EX DE
DOC 2020-0919474, MCR
22
S55°59'45"E 123.00'
21
S55°59'45"E 123.00'
34.08'
L=16.28'
C31
C12
L=47.38'
S34°00'15"W 116.37'
50.50'
50.50'
TRACT B
20
S48°32'08"E 121.54'
15.37'
19
N26°49'04"W 146.91'
50.85'
N38°00'30"E 151.65'
100.80'
1' VNAE
S38°00'30"W 128.79'
S20°39'39"W 108.44'
S34°00'15"W 211.45'
ESTRELLA PARCEL 9.43
BK 1549, PG 30, MCR
C5
C32
C14
L=6.74'
L=9.50'
8' PUE
34.04'
25' RW
S55°59'45"E 130.38'
L=20.39'
1' VNAE
S34°00'15"W 100.00'
50.00'
50.00'
26
S55°59'45"E 133.00'
27 ##
S55°59'45"E 133.00'
1' VNAE
50.00'
123.44'
N24°00'15"E 128.80'
SVE
N45°45'26"E 206.36'
39.40'
C15
C16

SEE SHEET 3

SEE SHEET 3

WOOD PATEL

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Civil Engineering
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# FINAL PLAT

ESTRELLA PARCEL 9.7
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS, JR.
Date Signed
Arizona, U.S.A.

EXPIRES 12-31-2026

| | |
|---|---|
| CHECKED BY | GSR |
| CAD TECHNICIAN | JKP/JKK |
| SCALE | 1" = 40' |
| DATE | 04/26/2024 |
| JOB NUMBER | WP# 215313 |
| SHEET | 4 OF 5 |

Z:\Estrella\2021\215313\Survey\Plat\5313-F01.dwg

## TRACT AREA TABLE

| TRACT NO. | TRACT AREA SQUARE FEET | TRACT AREA ACRES | USE |
|---|---|---|---|
| TRACT A | 173,873 | 3.9916 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT, WATERLINE EASEMENT, EMERGENCY SERVICE VEHICLE ACCESS EASEMENT, DRAINAGE, BLEED OFF STORM DRAIN PIPE AND RETENTION |
| TRACT B | 207,691 | 4.7679 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND DRAINAGE |
| TRACT C | 24,890 | 0.5714 | LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, AND DRAINAGE |
| TRACT D | 2,410 | 0.0553 | LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT |
| TRACT E | 2,260 | 0.0519 | LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT |
| TRACT F | 2,260 | 0.0519 | LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT |
| TRACT G | 1,130 | 0.0259 | LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT |

## CURVE TABLE

| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 16°26'36" | 995.00' | 285.55' | S04°50'44"W | 284.57' |
| C3 | 66°15'13" | 995.00' | 1,150.56' | S46°11'38"W | 1087.52' |
| C4 | 15°21'35" | 995.00' | 266.73' | N87°35'09"W | 265.94' |
| C5 | 23°54'36" | 200.00' | 83.46' | N22°02'57"E | 82.86' |
| C6 | 29°26'08" | 131.00' | 67.30' | S14°33'27"E | 66.56' |
| C7 | 17°20'29" | 102.00' | 30.87' | S82°26'23"E | 30.75' |
| C8 | 17°20'29" | 118.00' | 35.71' | N82°26'23"W | 35.58' |
| C9 | 17°45'10" | 50.00' | 15.49' | N82°14'02"W | 15.43' |
| C10 | 125°30'20" | 55.00' | 120.48' | N43°53'23"E | 97.79' |
| C11 | 17°45'10" | 50.00' | 15.49' | S09°59'12"E | 15.43' |
| C12 | 54°53'08" | 125.00' | 119.74' | N61°26'49"E | 115.22' |
| C13 | 41°58'35" | 125.00' | 91.58' | N13°00'57"E | 89.54' |
| C14 | 41°58'35" | 50.00' | 36.63' | N13°00'57"E | 35.82' |
| C15 | 54°53'08" | 75.00' | 71.85' | N61°26'49"E | 69.13' |
| C16 | 70°31'44" | 25.00' | 30.77' | S55°50'46"E | 28.87' |
| C17 | 250°31'44" | 50.00' | 218.63' | S34°09'14"W | 81.65' |
| C18 | 70°31'44" | 25.00' | 30.77' | S55°50'46"E | 28.87' |
| C19 | 250°31'44" | 50.00' | 218.63' | S34°09'14"W | 81.65' |
| C20 | 17°45'10" | 50.00' | 15.49' | S82°14'02"E | 15.43' |
| C21 | 125°30'20" | 55.00' | 120.48' | S43°53'23"W | 97.79' |
| C22 | 17°45'10" | 50.00' | 15.49' | N09°59'12"W | 15.43' |
| C23 | 17°45'10" | 50.00' | 15.49' | N07°45'58"E | 15.43' |
| C24 | 125°30'20" | 55.00' | 120.48' | S46°06'37"E | 97.79' |
| C25 | 17°45'10" | 50.00' | 15.49' | S80°00'48"W | 15.43' |
| C26 | 90°00'00" | 36.58' | 57.46' | N43°53'23"E | 51.73' |
| C27 | 90°00'00" | 36.58' | 57.46' | S43°53'23"W | 51.73' |
| C28 | 90°00'00" | 36.58' | 57.46' | S46°06'37"E | 51.73' |
| C29 | 38°56'33" | 112.50' | 76.46' | S71°38'21"E | 75.00' |
| C30 | 38°56'33" | 112.50' | 76.46' | S71°38'21"E | 75.00' |
| C31 | 54°53'08" | 100.00' | 95.79' | N61°26'49"E | 92.17' |
| C32 | 41°58'35" | 100.00' | 73.26' | N13°00'57"E | 71.64' |
| C33 | 180°00'00" | 7.50' | 23.56' | N82°01'39"E | 15.00' |

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S43°53'23"W | 16.97' |
| L2 | S38°19'24"W | 27.64' |
| L3 | N54°16'06"W | 27.64' |
| L4 | N48°31'48"E | 31.84' |
| L5 | N46°06'37"W | 16.97' |
| L6 | S43°53'23"W | 16.97' |
| L7 | N43°53'23"E | 16.97' |
| L8 | S39°39'12"W | 26.58' |
| L9 | N46°06'37"W | 16.97' |
| L10 | N43°53'23"E | 16.97' |
| L11 | N43°53'23"E | 16.97' |
| L12 | S46°06'37"E | 16.97' |
| L13 | S43°53'23"W | 16.97' |
| L14 | N46°06'37"W | 16.97' |
| L15 | N46°06'37"W | 16.97' |

## AREA TABLE

| | AREA SQUARE FEET | AREA ACRES |
|---|---|---|
| BOUNDARY | 1,224,407 | 28.1085 |
| RIGHT-OF-WAY | 209,058 | 4.7993 |

NOTE
*TRACTS "A" THROUGH "G" WILL BE OWNED AND MAINTAINED BY ESTRELLA FOOTHILLS ASSOCIATION (HOA).

## LOT AREA TABLE

| LOT NO. | LOT AREA SQUARE FEET | LOT AREA ACRES |
|---|---|---|
| LOT 1 | 5,998 | 0.1377 |
| LOT 2 | 6,000 | 0.1377 |
| LOT 3 | 6,129 | 0.1407 |
| LOT 4 | 6,148 | 0.1411 |
| LOT 5 | 6,151 | 0.1412 |
| LOT 6 | 6,151 | 0.1412 |
| LOT 7 | 6,151 | 0.1412 |
| LOT 8 | 6,151 | 0.1412 |
| LOT 9 | 6,158 | 0.1414 |
| LOT 10 | 6,210 | 0.1426 |
| LOT 11 | 6,269 | 0.1439 |
| LOT 12 | 6,328 | 0.1453 |
| LOT 13 | 6,387 | 0.1466 |
| LOT 14 | 6,446 | 0.1480 |
| LOT 15 | 6,505 | 0.1493 |
| LOT 16 | 6,565 | 0.1507 |
| LOT 17 | 6,532 | 0.1500 |
| LOT 18 | 9,305 | 0.2136 |
| LOT 19 | 9,441 | 0.2167 |
| LOT 20 | 7,111 | 0.1633 |
| LOT 21 | 6,211 | 0.1426 |
| LOT 22 | 6,211 | 0.1426 |
| LOT 23 | 8,351 | 0.1917 |
| LOT 24 | 9,131 | 0.2096 |
| LOT 25 | 7,008 | 0.1609 |
| LOT 26 | 6,636 | 0.1523 |
| LOT 27 | 6,650 | 0.1527 |
| LOT 28 | 6,000 | 0.1377 |
| LOT 29 | 6,000 | 0.1377 |
| LOT 30 | 6,000 | 0.1377 |
| LOT 31 | 6,000 | 0.1377 |
| LOT 32 | 5,995 | 0.1376 |
| LOT 33 | 6,489 | 0.1490 |

## LOT AREA TABLE

| LOT NO. | LOT AREA SQUARE FEET | LOT AREA ACRES |
|---|---|---|
| LOT 34 | 6,011 | 0.1380 |
| LOT 35 | 6,000 | 0.1377 |
| LOT 36 | 6,000 | 0.1377 |
| LOT 37 | 6,000 | 0.1377 |
| LOT 38 | 6,000 | 0.1377 |
| LOT 39 | 5,998 | 0.1377 |
| LOT 40 | 5,998 | 0.1377 |
| LOT 41 | 6,000 | 0.1377 |
| LOT 42 | 6,000 | 0.1377 |
| LOT 43 | 6,000 | 0.1377 |
| LOT 44 | 6,000 | 0.1377 |
| LOT 45 | 6,000 | 0.1377 |
| LOT 46 | 6,000 | 0.1377 |
| LOT 47 | 8,432 | 0.1936 |
| LOT 48 | 6,530 | 0.1499 |
| LOT 49 | 6,903 | 0.1585 |
| LOT 50 | 6,161 | 0.1414 |
| LOT 51 | 6,000 | 0.1377 |
| LOT 52 | 6,000 | 0.1377 |
| LOT 53 | 6,000 | 0.1377 |
| LOT 54 | 6,000 | 0.1377 |
| LOT 55 | 6,000 | 0.1377 |
| LOT 56 | 6,000 | 0.1377 |
| LOT 57 | 6,000 | 0.1377 |
| LOT 58 | 6,000 | 0.1377 |
| LOT 59 | 5,998 | 0.1377 |
| LOT 60 | 5,998 | 0.1377 |
| LOT 61 | 6,000 | 0.1377 |
| LOT 62 | 6,000 | 0.1377 |
| LOT 63 | 6,000 | 0.1377 |
| LOT 64 | 6,000 | 0.1377 |
| LOT 65 | 6,000 | 0.1377 |
| LOT 66 | 6,000 | 0.1377 |

## LOT AREA TABLE

| LOT NO. | LOT AREA SQUARE FEET | LOT AREA ACRES |
|---|---|---|
| LOT 67 | 6,000 | 0.1377 |
| LOT 68 | 6,000 | 0.1377 |
| LOT 69 | 6,000 | 0.1377 |
| LOT 70 | 5,992 | 0.1376 |
| LOT 71 | 5,998 | 0.1377 |
| LOT 72 | 6,000 | 0.1377 |
| LOT 73 | 6,000 | 0.1377 |
| LOT 74 | 6,000 | 0.1377 |
| LOT 75 | 6,000 | 0.1377 |
| LOT 76 | 6,000 | 0.1377 |
| LOT 77 | 6,000 | 0.1377 |
| LOT 78 | 6,000 | 0.1377 |
| LOT 79 | 6,000 | 0.1377 |
| LOT 80 | 6,000 | 0.1377 |
| LOT 81 | 6,000 | 0.1377 |
| LOT 82 | 6,750 | 0.1550 |
| LOT 83 | 6,750 | 0.1550 |
| LOT 84 | 6,750 | 0.1550 |
| LOT 85 | 6,750 | 0.1550 |
| LOT 86 | 6,750 | 0.1550 |
| LOT 87 | 6,750 | 0.1550 |
| LOT 88 | 6,750 | 0.1550 |
| LOT 89 | 6,748 | 0.1549 |
| LOT 90 | 6,000 | 0.1377 |
| LOT 91 | 6,000 | 0.1377 |
| LOT 92 | 6,000 | 0.1377 |
| LOT 93 | 6,000 | 0.1377 |
| LOT 94 | 6,000 | 0.1377 |
| LOT 95 | 5,998 | 0.1377 |

## ESTRELLA - PARCEL 9.7
## SITE DATA TABLE

| | | |
|---|---|---|
| TOTAL GROSS AREA | 1,224,407.37 SQ FT | 28.11 AC |
| TOTAL STREET AREA | 209,058.36 SQ FT | 4.80 AC |
| TOTAL NET AREA | 1,015,349.01 SQ FT | 23.31 AC |
| LOT SIZE, MINIMUM DIMENSIONS | 50' X 120' | |
| MINIMUM LOT SIZE | 5,992.16 SQ FT | |
| AVERAGE LOT SIZE | 6,333 SQ FT | |
| TOTAL NUMBER OF LOTS | 95 | |
| TOTAL AREA SUBDIVIDED INTO LOTS | 600,930.40 SQ FT | 13.80 AC |
| DENSITY (GROSS ACREAGE) | 3.38 | DU/AC |
| ONSITE OPEN SPACE /LANDSCAPE | 414,418.61 SQ FT | 9.51 AC |
| ACTIVE USABLE OPEN SPACE | 4.95 AC | 52.0% |
| PASSIVE USABLE OPEN SPACE | 2.43 AC | 25.6% |
| PERCENT OPEN SPACE /LANDSCAPE | 33.8% | |
| EXISTING ZONING | PAD | |

## CALCULATION OF ADJUSTED GROSS AREA

| | |
|---|---|
| AREA OF LOCAL STREETS | 4.80 |
| PLUS AREA SUBDIVIDED INTO LOTS | 13.80 |
| AREA SUBTOTAL | 18.60 |
| APPLY 15% OPEN SPACE FACTOR (CONSTANT) | 0.85 |
| ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%) | 21.88 |

## EDU DENSITY CALCULATION

| | |
|---|---|
| NUMBER OF DWELLING UNITS | 95 |
| DIVIDED BY ADJUSTED GROSS AREA | 21.88 |
| ADJUSTED GROSS DENSITY | 4.34 |

## EDU CALCULATION

| | |
|---|---|
| NUMBER OF DWELLING UNITS | 95 |
| EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC | 0.82 |
| EQUIV. DENSITY (95 x 0.82) | 77.90 |


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# FINAL PLAT

ESTRELLA PARCEL 9.7
GOODYEAR, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S. RIOS
Date Signed
ARIZONA, U.S.A.

EXPIRES 12-31-2026

CHECKED BY GSR
CAD TECHNICIAN JKP/JKK
SCALE NTS
DATE 04/26/2024
JOB NUMBER WP# 215313
SHEET 5 OF 5

Z:\Estrella\2021\215313\Survey\Plat\5313-F01.dwg

DATE:
CAR #: 202X-XXXX
CASE #:

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.7, MONTECITO PARCEL 9.39 & 9.40, MONTECITO PARCEL 9.41, AND MONTECITO PARCEL 9.42

## STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

**OTHER PRESENTER(S):** Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

### SUMMARY:

Preliminary Plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 subdividing approximately 71 acres of property into 365 lots and 39 tracts. (Case Nos. 22-500-00001, 21-500-00004, 21-500-00005, & 21-500-00006)

### RECOMMENDATION:

Approve the Estrella Parcel 9.7 Preliminary Plat, the Preliminary Plat of Montecito – Parcel 9.39 & 9.40, the Preliminary Plat for Montecito Parcel 9.41, and the Preliminary Plat for Montecito Parcel 9.42, subject to stipulations:

**STIPULATIONS:** The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 (collectively the "Estrella Parcel 9 Preliminary Plats"):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the "Estrella Parcel 9 Final Plats"); and

2. Two of the Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.7 and 9.42) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022 -1544 becomes effective; and
3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property 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(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the “Rainbow Valley WRF Expansion(s)”); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351$^{st}$ lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351$^{st}$ lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are

conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and

6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:

    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and

    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and

7. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the “Loop Improvements”). The Loop Improvements shall include wash crossings that meet the requirements of the City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, no certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and

8. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single

project, and unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and

9. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed for the City to provide services to such property has been completed and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and

10. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

11. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property included within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and

12. Owner shall dedicate to the City, by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property included within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-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 Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and
13. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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 included within the Estrella Parcel 9 Preliminary Plats; and
14. In addition to the specific infrastructure identified herein, Owner shall construct 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;
15. Prior to approval of the construction documents for any of the infrastructure improvements Owner is required to construct as set forth herein, the Owner shall provide a recorded document showing that the existing drainage easement recorded in the Official Records of Maricopa County at Instrument 2020-0919474 has been partially abandoned within the area of the proposed lots, right of way, and public utility easements.

**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 within the Calistoga Drive and Mountain Vista Drive loop. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as a mix of SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.7 and 9.42 is being processed concurrently with these preliminary plats. Parcel 9.42 is proposed for the SFD/A (single family detached/attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. Parcel 9.7 is proposed for SFD-50 single family detached with a minimum lot width of 50 feet). If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

## 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. Subject to the satisfaction of the conditions of approval set forth above and as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats 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:

The request is to subdivide approximately 28 acres into 95 lots and 8 tracts within Parcel 9.7, approximately 18 acres into 97 lots and 14 tracts within Parcels 9.39 and 9.40, approximately 9 acres into 52 lots and 10 tracts within Parcel 9.41 and approximately 16

acres into 121 lots and 7 tracts within Parcel 9.42. In total, these preliminary plats include approximately 71 acres of property into 365 lots and 39 tracts. The subdivision reflected in the preliminary plats presented herein will be accessed by entries off of West Calistoga Drive and West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the four respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent on all of the preliminary plats presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Calistoga Drive; Existing Parcel 9.43
- East – Existing Parcel 9.6 and Parcel 9.23 (Future park site)
- South – W. Mountain Vista Drive; Future Parcels 9.18 and 9.21
- West – W. Calistoga Drive; Future residential

The typical lot within Parcel 9.7 is 50-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcel 9.42 will be 47-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcels 9.39 and 9.40 and Parcels 9.41 are 65-feet wide and 120-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 15-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

Approximately 45 acres of open space is provided between the five parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

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 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:

Emergency response times and distances 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 |
| #186 | 1.56 | 0.78 | 5.66 | 2.83 | #182 | 5.12 | 2.56 | 11.44 | 5.72 |

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:

The parcels will be accessible by required entry points off of West Mountain Vista Drive and

Calistoga. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

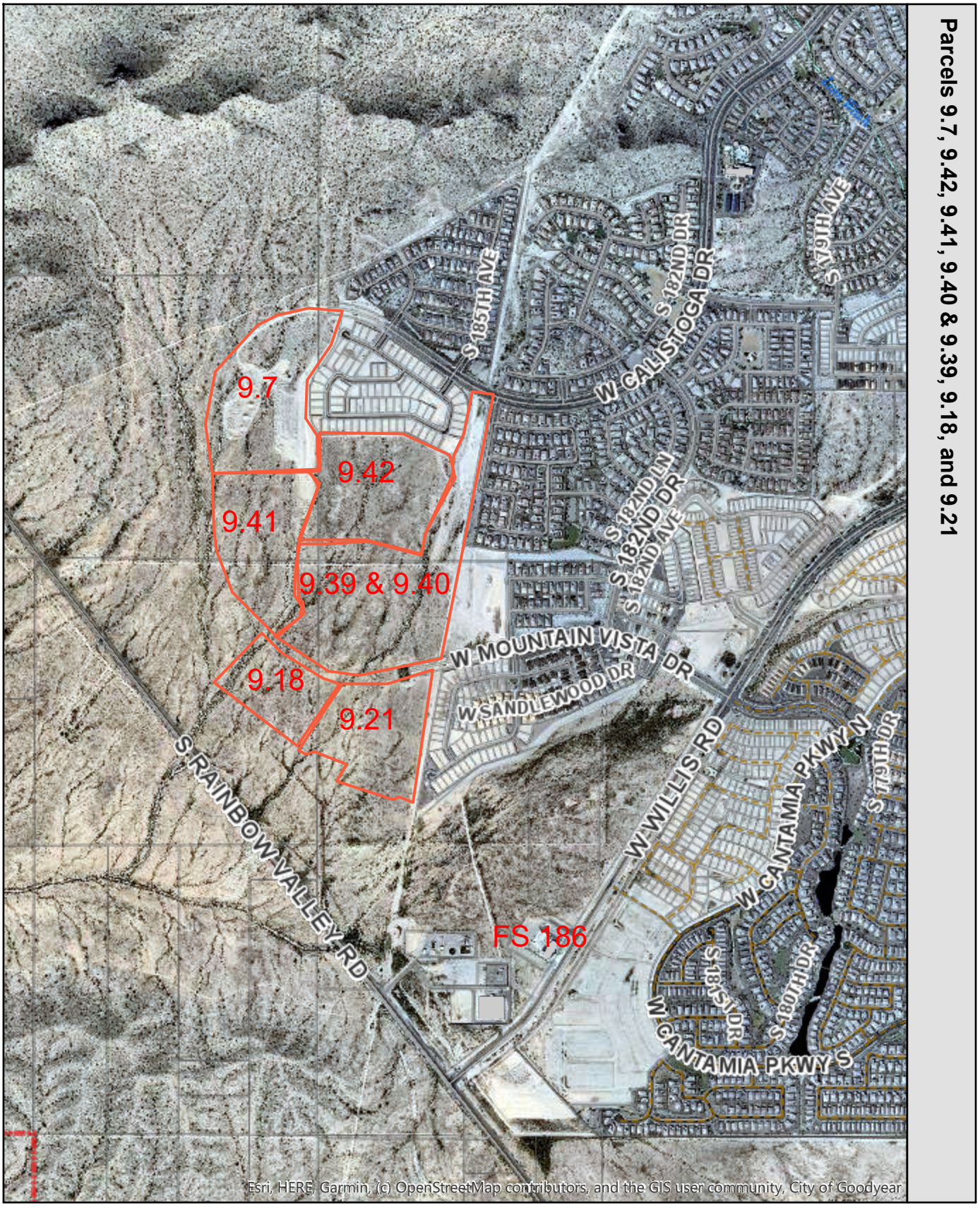
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

**ATTACHMENTS:**

1. Estrella Parcel 9.7 Preliminary Plat,
2. Preliminary Plat of Montecito – Parcel 9.39 & 9.40
3. Preliminary Plat for Montecito Parcel 9.41
4. Preliminary Plat for Montecito Parcel 9.42
5. Aerial Photo

**Name of Map: Estrella Montecito Parcels**

**Description: Preliminary Plats**




**Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21**

ITEM #: 18.
DATE: 06/24/2024
AI #:2055

# CITY COUNCIL ACTION REPORT

**SUBJECT:** **WEST VALLEY CHRISTIAN SCHOOL EXPANSION**

**STAFF PRESENTER(S):** Katie Wilken, AICP, Development Services Director

## SUMMARY

A public hearing to Approve a Special Use Permit for a private school expansion on property zoned Agricultural Urban (AU) and Commercial Office (CO) on approximately 16.45-acre property, located along 161st Lane north of Van Buren Street (School Property).

## STRATEGIC PLAN ALIGNMENT




## RECOMMENDATION

Approve the request for a Special Use Permit for a private school expansion on property zoned Agricultural Urban (AU) and Commercial Office (CO) on approximately 16.45-acres property, approximately located at the northeast corner of Sarival Avenue and Van Buren Street, subject to stipulations. (Katie Wilken, AICP, Development Services Director)

## STIPULATIONS

The approval of the Special Use Permit is subject to the following conditions and stipulations:

1. Development and use of the site shall be for a school, recreational fields, parking, and outdoor storage containers; and,
2. Future expansion and development of the site shall be subject to the review and approval of a Site Plan or Site Plan amendment; and,
3. No Signage is approved as part of this Special Use Permit; and,
4. Outdoor storage may be provided in no more than four (4) outdoor storage containers. All outdoor storage containers used shall be constructed of metal. Storage containers shall not be visible from West Van Buren Street or along the sidewalks and right-of-way adjacent to Van Buren Street; and,
5. All portions of 161st Lane used to access the school's property shall be paved from the point of access to West Van Buren Street.
6. The development and operation of the private school expansion shall be in conformance with all applicable health, nuisance, fire, and safety codes. If upon inspection, the city

determines that the facility fails to comply with such applicable codes, then the facility operator and/or owner shall have thirty (30) days to bring the facility into compliance. Failure to bring the facility into compliance within thirty (30) days shall constitute grounds for the removal of the facility at the operator and/or owners' expense; and,

7. With the exception of vehicle entry points, a wrought iron fence shall be installed along the west side of North 161st Avenue on parcels 500-10-704A and 500-10-705B (the Commercial Office (CO) Property) and no portion of the fence shall encroach within the street setback. Landscaping enhancements adjacent to the wrought iron fence on the Commercial Office (CO) Property and within the retention basin shall be installed when sport fields, permanent parking, or other permanent buildings/improvements are developed on any portion of the Commercial Office (CO) property. The Commercial Office (CO) Property may be used for temporary parking for school events subject to approval by the Zoning Administrator of a Temporary Use Zoning Permit; and,
8. A fully paved access driveway between 161st Lane and North 161st Avenue (the Residential and Emergency Access Drive) shall be included in any Site Plan to construct an additional building on School Property; this stipulation is also subject to the following:
    a. The Residential and Emergency Access Drive shall be constructed and open for use prior to a certificate of occupancy being issued for any new building constructed on School Property subject to paragraph "e." below; and,
    b. No certificate of occupancy shall be issued for any new building constructed on School Property until the Residential and Emergency Access Drive is constructed and open for use or written consent is received pursuant to paragraph "e." below; and,
    c. The Residential and Emergency Access Drive shall not be used for vehicle queuing, school parking, student drop-off and/or pick-up or any other school activities between the hours of 6:00 a.m. to 4:00 p.m. Monday through Friday subject to paragraph "e." below; and,
    d. The Residential and Emergency Access Drive shall be open and reserved only for ingress and egress by (i.) residents and guests of the residential neighborhood adjacent to the school and (ii.) all emergency services between the hours of 6:00 a.m. to 4:00 p.m. Monday through Friday subject to paragraph "e." below; and,
    e. No Residential and Emergency Access Drive shall be required to be constructed or reserved for specific use upon the written consent of both the owner of what is currently parcel 500-05-028B and the City of Goodyear Zoning Administrator, at their sole discretion.
    f. If the Commercial Office (CO) Property is utilized as temporary parking for school events the Residential and Emergency Access Drive shall not be used as a point of ingress or egress into any temporary parking lot located on the Commercial Office (CO) Property; and,
9. A Parking Management and Queuing Plan shall be created by West Valley Christian School prior to the date the Residential and Emergency Access Drive is open for use; this stipulation is also subject to the following:
    a. The Parking Management and Queuing Plan shall be delivered to enrolled students and parents at least fourteen (14) days prior to the beginning of each school year and/or prior to any new students starting enrollment date; and,
    b. The Parking Management and Queuing Plan will show student drop-off and pick-up routes that exclude the Residential and Emergency Access Drive; and,
    c. The Parking Management and Queuing Plan shall show all student drop-off and/or pick-up entering the School Property using 161st Lane and any entry into school parking lots or queuing lines shall be south of the Residential and Emergency Access Drive; and,

d. All student drop-off and/or pick-up queuing lines shall not impede access to the Residential and Emergency Access Drive; and,
e. If in the future the Residential and Emergency Access Drive is not required to be reserved for specific uses, the Parking Management and Queuing Plan may be altered or amended and may eliminate all references to the Residential and Emergency Access Drive; and,
f. The Parking Management and Queuing Plan shall create a plan that shows whenever the Commercial Office (CO) Property is utilized as temporary parking all ingress and egress onto the Commercial Office (CO) Property shall use 161st Lane, and shall show all ingress, egress, and queuing lines for the Commercial Office (CO) Property shall be south of the Residential and Emergency Access Drive; and,
g. West Valley Christian School shall be responsible for enforcing the Parking Management and Queuing Plan; and,
h. The Parking Management and Queuing Plan and any future revisions or amendments shall be submitted by West Valley Christian School to the City of Goodyear. The school shall keep on file a record of the preceding notification sent to parents and students and permit the city to inspect such records to verify compliance with the stipulations of this Special Use Permit.

## 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 located at the northeast corner of Sarival Avenue and Van Buren Street. The current zoning of the property is Agricultural Urban (AU) and Commercial Office (CO). The property was annexed into the city in 1983 with the adoption of Ordinance No. 83-156 with the city equivalent zoning designation of Agricultural Urban (AU). In 2007, the Goodyear City Council adopted Ordinance No. 07-1072 which rezoned a portion of the property located at the northeast corner of 161st Lane and Van Buren Street from Agricultural Urban (AU) to Commercial Office (CO).

The Goodyear Zoning Ordinance requires schools to obtain a Special Use Permit, however, school districts, as political subdivisions of the state, are exempt from the zoning regulations of the City of Goodyear and charter schools are exempted under A.R.S. §15-189.01(A). The City of Goodyear adopted Ordinance 07-1076 on June 25, 2007 which sought to expand the ability of schools to locate in any district with the approval of a Special Use Permit rather than be limited to certain zoning districts. The existing West Valley Christian School campus is considered legally non-conforming since it predates Ordinance 07-1076 that allowed schools in all zoning districts with the approval of a Special Use Permit. A Special Use Permit is required in this case because no state exemption exists for private schools.

## STAFF ANALYSIS

**Current Policy**:

A Special Use Permit requires review by the Planning and Zoning Commission and approval by the City Council through the Public Hearing process.

**Details of the Request**:

The West Valley Christian School property is approximately 16.45 acres in total and includes parcels both east and west of 161st Lane. The school will be accessed utilizing the existing driveway off 161st Lane. Access to 161st Lane will be shared with one resident owner who resides to the north of West Valley Christian School along 161st Lane. The expansion proposal includes parking lot and driveway additions as well as new classroom buildings and outdoor storage containers. An application for a Special Use Permit has been submitted for this expansion. The applicant intends to construct one additional school building and an additional parking lot on an existing recreation field located at the northwest corner of Van Buren Street and 161st Lane.

The parcel to the north of the main classroom buildings, 500-05-028C, is currently envisioned to be used for recreation and sport activities, with the potential for future classroom expansion. The eastern parcels of the property located at the northeast corner of 161st Lane and Van Buren Street, 500-10-704A and 500-10-705B, currently serve as temporary parking and may be developed for recreation fields, additional parking, or future classroom expansion, depending on future school needs.

**Evaluation Criteria**:

The Zoning Ordinance, Section 1-3-4 (Special Use Permits), provides that the Planning and Zoning Commission and City Council must determine that the proposed use meets the following findings prior to granting a use permit:

1. The proposed special use will be desirable or necessary to the public convenience or welfare.

The new classroom facility and parking expansion will allow the school to provide additional capacity to serve residents in addition to enhancing internal parking and vehicle circulation.

2. The proposed special use will be harmonious and compatible with other uses adjacent to and in the vicinity of the selected site or sites.

This project relates to the expansion of an already existing and operational school and meets the height requirements set forth by the Agricultural Urban (AU) and Commercial Office (CO) districts. The property is directly adjacent to an arterial street, providing transit and mobility options. Several other schools, churches, and assembly uses located immediately northwest of this location.

The land uses and zoning of the surrounding properties include the following:

- North: Roosevelt Irrigation District Canal, Harvest Baptist Church, Palm Valley Montessori School, and single-family residential.
- East: Compass Church and single-family residential.
- South: Van Buren Street and single-family residential.
- West: Roosevelt Irrigation District Canal, Vacant land, Sarival Avenue, and multi-family residential.

3. The proposed special use is in conformance with the adopted General Plan and any adopted Area Plans.

The new classroom facility and parking expansion will provide additional capacity for alternative schooling opportunities and “create and foster a complete neighborhood by meeting the needs of the surrounding neighborhood”, as discussed in the General Plan.

4. The proposed special use will not be detrimental to surrounding properties or persons in the area due to; impact on the circulation system of the adjacent neighborhood; excessive noise or light generated from within the site; excessive scale or height in relationship to surrounding properties; inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties; inconsistency with the development character or architecture of the adjacent properties.

West Valley Christian School is proposing a new building and parking expansion which will be located off a major arterial road, West Van Buren Street, and west of 161st Lane. The new classroom building will be located directly east of the existing school gymnasium, north of the existing pre-school building, and will complement the existing classroom buildings on site.

The proposed building and parking expansion will be accessed from 161st Lane and will be shared by one property owner located north of 161st Lane and residents performing student pick up and drop offs.

Conceptual elevations included with the Special Use Permit application convey the design intended for the building and parking expansion. The proposed classroom building heights are 17 feet 10 inches which is less than the 30 feet allowed within both the Agricultural Urban (AU) and Commercial Office (CO) Districts.

This Special Use Permit will facilitate the future development of these parcels for private school uses.

**Luke Air Force Base**:

The subject property is located within the vicinity of a military airport. Given the location of the property and the commercial nature of the proposed Special Use Permit, base operations will not be adversely impacted by this development.

**Phoenix-Goodyear Airport**:

The subject property is not located within the Phoenix Goodyear Traffic Pattern Airspace. Additionally, given the commercial nature of the proposed Special Use Permit, airport operations will not be adversely impacted by this development.

5. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

**Fire Response**:

Emergency response times and distances are provided below:

**Agricultural Urban (AU) property**:

| Nearest Goodyear Fire Station | Shortest path | | 2nd Nearest Goodyear Fire Station | Shortest path | |
|---|---|---|---|---|---|
| | Mins | Miles | | Mins | Miles |
| Fire Station #184 | 3.15 | 1.58 | Fire Station #181 | 5.49 | 2.75 |

**Commercial Office (CO) property**:

| Nearest Goodyear Fire Station | Shortest path | | 2nd Nearest Goodyear Fire Station | Shortest path | |
|---|---|---|---|---|---|
| | Mins | Miles | | Mins | Miles |
| Fire Station #184 | 2.97 | 1.48 | Fire Station #181 | 4.88 | 2.44 |

**Police Response**:

The property 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.

**Solid Waste**:

Solid waste service will be provided by a private company as bulk trash containers will be utilized.

**Streets/Transportation**:

The subject property will have access to West Van Buren Street via 161st Lane and an existing parking lot entrance/exit located west of 161st Lane.

**Water/Wastewater**:

The subject property will be served by private water and wastewater utilities.

6. **General public concerns**.

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 May 4, 2024; signs advertising the Neighborhood Meeting were placed on the site on May 7, 2024. The neighborhood meeting took place on May 22, 2024. Approximately 20 residents were in attendance from the surrounding neighborhood.

At the neighborhood meeting, residents expressed several concerns that included, the need for a school-run traffic management plan during student pick-up and drop-off times, traffic circulation and queuing on site, school generated traffic overflowing into Van Buren Street and North 161st Avenue due to poor internal traffic circulation, and how the new parking and circulation plans would address the traffic issues. As a result of the traffic related concerns, the applicant agreed to submit a

Site Plan with updated internal traffic circulation patterns and agreed to include stipulations related to school traffic and access within this Special Use Permit.

A public notice that this Special Use Permit request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on June 12, 2024 appeared in the Arizona Republic May 24, 2024; postcards were mailed to adjoining owners on May 23, 2024; and a sign was updated on the site on May 24, 2024.

The Planning and Zoning Commission considered this item at their regular meeting on June 12, 2024. Upon conclusion of the staff presentation, three residents from the Wade Acres community expressed concerns related to the expansion of the private school including existing and increasing school traffic and congestion, traffic mitigation measures not working with the existing school, the need for a school-run traffic management plan during pick-up and drop-off times, and traffic queuing overflowing onto 161st Avenue. At the conclusion of the Public Hearing, Commissioners voted (5-0) to forward a recommendation of approval to the City Council.

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**Attachments**

Aerial Exhibit
Narrative
Preliminary Site Plan (Not Approved)
Conceptual Building Elevations (Not Approved)
Preliminary Landscape Plan (Not Approved)
Staff Presentation

**Aerial Photo Exhibit**

**WVCS Building/Parking Expansion**

**Case E24-00133**




**Drawn By: Jimmy Carreon**

**City of Goodyear Development Services Department**

**Date: May 13, 2024**

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CITY OF Goodyear

**WVCS Special Use Permit Narrative Outline**

**In response to the City of Goodyear Planning Department review comments that a Special Use Permit be issued as part of the current site plan approval process for the proposed new classrooms and additional parking facilities the following is provided:**

**Project Narrative** providing a general, but thorough, description of what is being proposed on the property, including:

1. A description of the uses taking place inside and outside the building
   West Valley Christian School provides a Preschool (3 and 4 year olds) through 12th grade. Our mission is to equip students for life by providing Academic excellence, a Biblical foundation, and a Christ-centered community.
   The insides of the building are used for educational classrooms and offices. The outdoor spaces are used for playground (green field) space, parking lot, or additional buildings as needed.
2. A description of noise, lighting, odors and that are unique to the proposed use and how the proposal mitigates these potential concerns,
   Our students have outdoor recess a few times a day and can be heard playing on the playground or in the grass. We also have Physical Education class which may be outside for their sport specific lesson, or one of our Outdoor sports teams (Soccer, Beach Volleyball, Flag Football, Baseball). At this point in time, there are no night lighted sports fields. Should they be considered in the future their design and installation will be proposed via a site plan amendment as well as the usual building permit process. There are no noxious odors produced on site. The existing temporary storage containers located south of the gymnasium are being removed. A long term storage bin will be placed at the northwest corner of the site behind the existing two story classroom building and not visible to the public.
3. Hours of operation,
   School hours are 7:55 AM – 3:00 PM. Our office hours are 7:30 AM – 4:00 PM. We do have some interscholastic sports that will have practice or games outside of these hours.

4. Use Permits – a statement of conformance with section 1-3-2 of the Zoning Ordinance that the use permit will:

a. 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; and

This private Christian school use has proven to be a benefit to the community residents based on its acceptance by the patrons and its continued enrollment growth.

b. that the proposed use is reasonably compatible with uses permitted in the surrounding area.

Historically this site began [2004 or earlier] as a church with its own private school use. In 2013/2014 West Valley Christian School acquired the existing land and the original church / school buildings. It then proceeded to undergo site plan and building department approvals

to add a two-story classroom building and gymnasium / cafetorium. There are neighboring churches to its east and northwest.

The applicant bears the burden of demonstrating to the City Council's satisfaction that the foregoing requirements have been met. In making this finding the City Council shall evaluate whether the application submittal addresses the concerns and potential problems associated with the **use** as identified in this **Ordinance** or whether the concerns and potential problems can be mitigated through the imposition of additional conditions, such as: imposing conditions to address potential impacts on surrounding properties that will result from noise, lighting, odors and/or placement of trash receptacles; imposing conditions that will insure adequate parking, **ingress and egress so as not to increase traffic congestion**; limiting the hours of operation; imposing requirements for enhanced landscaping, screening, and buffering measures that will preserve reasonable **use** and enjoyment of **adjacent** properties.

5. Special Use Permits – a statement of conformance with section 1-3-4 of the Zoning Ordinance that the special use permit:

a. Will be desirable or necessary to the public convenience or welfare; and,
We are one of a few private Christian schools in the West Valley. Our enrollment has been growing each year because the public wants their students in a private Christian school that aligns with their personal values.

b. Will be harmonious and compatible with other uses adjacent to and in the vicinity of the selected site or sites;
We have a landscaping team that comes every week to maintain the outdoor appearance of our school.

The architecture is compatible with adjacent developments and is consistent with City of Goodyear Planning Department requirements.

A school has been in use on this location since the operation of the original church.

The current scope of work shown on the pending site plans and building improvements documents provide for additional onsite parking, additional onsite queuing for drop off and pick up, as well as coordinated internal vehicle circulation to contain its traffic within the confines of the original parcel.

c. Is in conformance with the adopted General Plan and any adopted Area Plans; and,

The private school is an approved use within the underlying zoning district subject to a Special Use Permit

d. Will not be detrimental to surrounding properties or persons in the area due to:

i. Impact on the circulation system of the adjacent neighborhood;
We are adding additional parking that will also have some additional onsite queuing for cars

while they wait for school dismissal. We will also be adding additional drop-off and pick-up lanes to keep cars on our property and off the neighboring streets.

ii. Excessive noise or light generated from within the site;

There will be no additional noise other than what is common from a school with children at recess or outside physical education.

iii. Excessive scale or height in relationship to surrounding properties;

Height of buildings is proportionate to the surrounding buildings. The current proposed new structures are one story in height adjacent to existing residences. There is an existing 6ft tall masonry fence at the northeast corner of the site adjacent to an existing residence.

iv. Hours of operation;

School hours are 7:55 AM – 3:00 PM. Our office hours are 7:30 AM – 4:00 PM. We do have some interscholastic sports that will have practice or games outside of these hours.

v. Inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties;

The included site plan and traffic study demonstrates the required parcel needs, setbacks and any mitigation measures.

vi. Inconsistency with the development character or architecture of the adjacent properties.

We have reached out to the City of Goodyear Planning and Zoning department prior to submittal and have already incorporated their most recent recommendations into our design.

The applicant bears the burden of demonstrating to the City Council's satisfaction that the forgoing requirements have been met.

The Planning and Zoning Commission may recommend, and the City Council require, such conditions and restrictions, if necessary, upon the height and bulk and area of occupancy of any site approved for a Special **Use Permit** as may be reasonable under the particular circumstances to ensure compliance with this Ordinance

**Legal Description of the property(s)**

The purchase of the original church and school campus is [APN 500-10-741]

An aerial photo with parcel APN's is provided for reference of the subsequent additional assembled parcels. These are shown for inclusion in the Special Use Permit Boundaries. No new improvements are being proposed at this time beyond the original parcel footprint.

**North Parcel:** [This parcel was gifted to the school in June 2022 as an outflow of the support in the community]
500-05-28C

**East Parcels:** These parcels were purchased at a discount in July 2015 with easements for the City of Goodyear's benefit.
**500-10-704A**

**500-10-705B As a condition of the addition of this parcel a portion was dedicated to the City of Goodyear for a Drainage Easement**

**Legal Descriptions:**

**Primary Parcel: [original purchase for school use]**
500-10-741
That part of Lot 7, Section 6, Township 1 North, Range 1 West, Gila & Salt River Base and Meridian, Maricopa, County, Arizona, described as follows:

Commencing at the Southeast corner of said Lot 7;

Thence North 89 degrees 41 minutes 00 seconds West. 426.76 feet along the South line of said Lot 7;

Thence North 00 degrees 12 minutes 27 seconds East 588.82 feet to the Point of Beginning:

Thence North 89 degrees 46 minutes 22 seconds West 566.41 feet:

Thence North 24 degrees 20 minutes 13 seconds East 675.59 feet;

Thence South 89 degrees 41 minutes 00 seconds East 290.20 feet;

Thence South 00 degrees 12 minutes 27 seconds West 616.20 feet to the Point of Beginning;

Except the following described property:

Commencing at the Southeast corner of said Lot 7;

Thence North 89 degrees 41 minutes 00 seconds West 426.76 feet along the South line of said Lot 7;

Thence North 00 degrees 12 minutes 27 seconds Earbe set to the Point of Beginning;

Thence North 89 degrees 46 minutes 22 seconds West 208.50 feet;

Thence North 00 degrees 12 minutes 27 seconds East 209.00 feet;

Thence South 89 degrees 46 minutes 22 seconds East 208.50 feet:

Thence South 00 degrees 12 minutes 27 seconds West 209.00 feet to the Point of Beginning.

**North Parcel:** [This parcel was gifted to the school in June 2022 as an outflow of the support in the community]
500-05-28C

That part of Lot 7, Section 6, Township 1 North, Range 1 West, Gila & Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of said Lot 7;

Thence North 89 degrees 41 minutes 00 seconds West, 426.76 feet along the South line of said Lot 7; Thence North 00 degrees 12 minutes 27 seconds East 588.82 feet to the Point of Beginning;

Thence North 89 degrees 46 minutes 22 seconds West 566.41 feet;

Thence North 24 degrees 20 minutes 13 seconds East 675.59 feet;

Thence South 89 degrees 41 minutes 00 seconds East 290.20 feet;

Thence South 00 degrees 12 minutes 27 seconds West 616.20 feet to the Point of Beginning; Except the following described property:

Commencing at the Southeast corner of said Lot 7;

Thence North 89 degrees 41 minutes 00 seconds West 426.76 feet along the South line of said Lot 7; Thence North 00 degrees 12 minutes 27 seconds East 588.82 feet to the Point of Beginning;

Thence North 89 degrees 46 minutes 22 seconds West 208.50 feet;

Thence North 00 degrees 12 minutes 27 seconds East 209.00 feet;

Thence South 89 degrees 46 minutes 22 seconds East 208.50 feet;

Thence South 00 degrees 12 minutes 27 seconds West 209.00 feet to the Point of Beginning.

**East Parcels:** These parcels were purchased at a discount in July 2015 with easements for the City of Goodyear's benefit.
**500-10-704A**
LOT 3: That portion of Lot 7, Section 6, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, The South 164.24 feet of the North 462.24 feet of the following described parcel:

Commencing for a tie at the Southwest corner of said Section 6;

Thence South 89 degrees 41 Minutes 00 Seconds East along the South line of said Section 6, a distance of 853.30 feet to the True Point of beginning;

Thence North 00 degrees 12 Minutes 27 Seconds East, a distance of 717.24, feet;

Thence South 89 degrees 41 Minutes 00 Seconds East, a distance of 423.55 feet to a point on the East line of said Lot 7, said point being on the East line of Parcel D, as shown on map recorded in Book 116 of Maps, Page 37, recorded in Maricopa County, Arizona;

Thence South 00 degrees 02 Minutes 56 Seconds East, along said East line Lot 7 and the East line of Parcel D, a distance of 717.25 feet, more or less, to the Southeast corner of Lot 7, and the Southeast corner of said Parcel D;

Thence North 89 degrees 41 Minutes 00 Seconds West, along the South line of said Section 6, 426.76 feet more or less, to the True Point of Beginning;

Except the East 30.00 feet thereof.

IRRIGATION EASEMENT:

An easement for irrigation over the West 10 feet and over the North 10.00 feet of the South 255.00 feet of the West half of the following described property: Portion of Lot 7, Section 6, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing for a tie at the Southwest corner of said Section 6;

Thence South 89 degrees 41 Minutes 00 Seconds East along the South line of said Section 6, a distance of 853.30 to the True Point of Beginning;

Thence North 00 degrees 12 Minutes 27 Seconds East a distance of 717.24 feet;

Thence South 89 degrees 41 Minutes 00 Seconds East to a point of the East line of said Lot 7, said point being the East line of Parcel D, as shown on Map recorded in Book 116 of Maps, Page 37, recorded in Maricopa County, Arizona;

Thence South 00 degrees 02 Minutes 56 Seconds East, along said East line Lot 7, and the East line of Parcel D, a distance of 717.25 feet, more or less, to the Southeast corner of Lot 7 and the Southeast corner of said Parcel D;

Thence North 89 degrees 41 Minutes 00 Seconds West, along the South line of said Section 6, 426.76 feet, more or less, to the True Point of Beginning.

Except the South 33.00 feet and the East 30.00 feet.

BASIS OF BEARING:

The South line of the Southwest Quarter of Section 6, Township 1 North, Range 1 West of the Gila and Sait River Base and Meridian, Maricopa County, Arizona, as S 89 degrees, 41' 00"E, per Book 116 of Maps, Page 37, M.C.R.

**500-10-705B As a condition of the addition of this parcel a portion was dedicated to the City of Goodyear for a Drainage Easement**

**PARCEL SECOND:**

That portion of Lot 7, Section 6, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Commencing for a tie at the Southwest corner of said Section 6;

Thence South 89 degrees 41 Minutes 00 Seconds East along the South line of said Section 6, a distance of 853.30 feet to the True Point of Beginning;

Thence North 00 degrees 12 Minutes 27 Seconds East, a distance of 33.00 feet to the point of beginning;

Thence continuing North 00 degrees 12 Minutes 27 Seconds East, a distance of 222.00 feet to the point of beginning;

Thence South 89 degrees 41 Minutes 00 Seconds East a distance of 395.62 feet;

Thence South 00 degrees 02 Minutes 56 Seconds East a distance of 222.00 feet;

Thence North 89 degrees 41 Minutes 00 Seconds West a distance of 396.61 feet to the point of beginning.

Containing 2.02 acres +/-.

**Conceptual Site Plan. 24x36 in size**.
As a part of this submittal a new classroom building is shown on the east side of the original campus parcel. The structural system is a Factory Built Building that is premanufactured under the approval of the State of Arizona and the Arizona Department of Housing, FBB's were previously considered modular. It is assembled on site and then the City approved exterior finishes applied, and final connections to power, water, sewer and fire protection.

Remaining [added] parcels are held for future development with no conceptual design:

East lot/parcels may be developed for recreation fields, some parking, or potentially future classrooms.

North lot to have recreation and ball fields, potentially future classrooms.

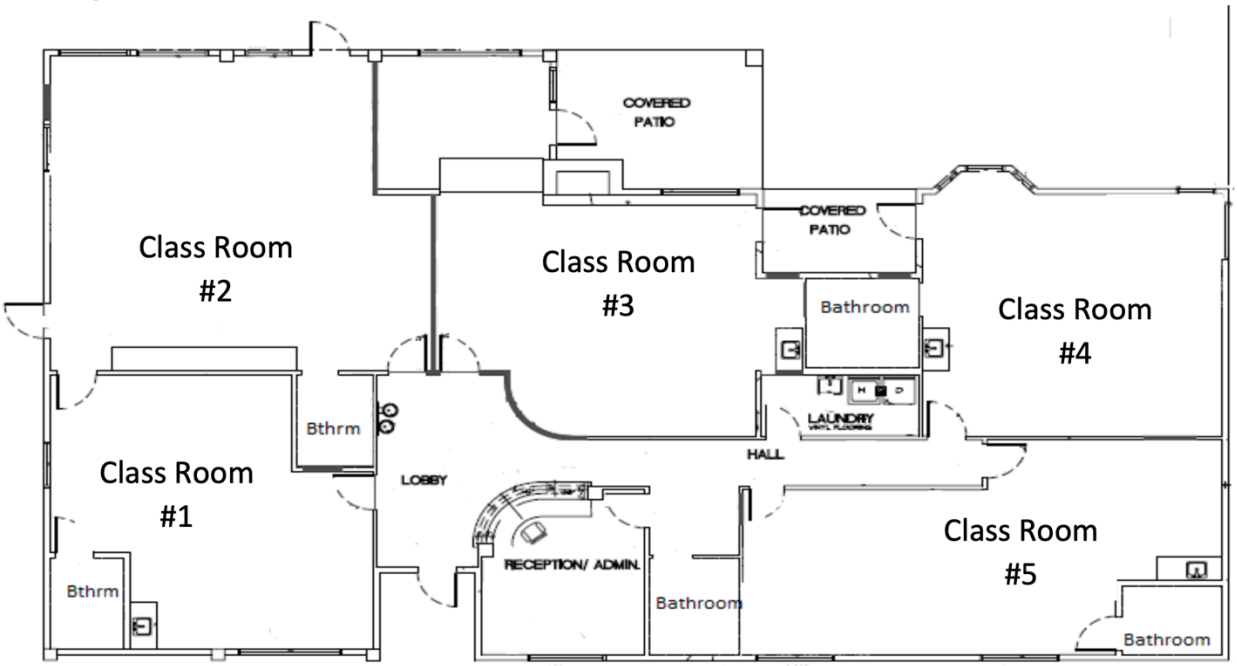
[Any future improvements will be shown in the site plan approval process for that phase of work]

**Conceptual Landscape Plan. 24x36 in size, including**: [Current plan review comments are being incorporated into the resubmittal of corrected landscape plans with these requested items also shown]

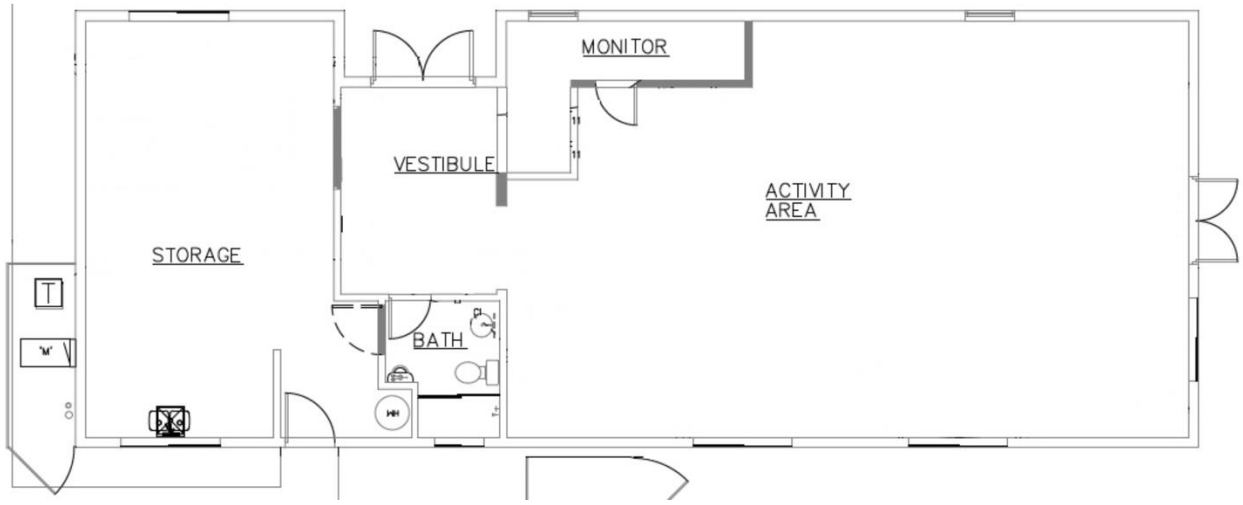
1. The location and identification of all proposed landscape areas on the site;

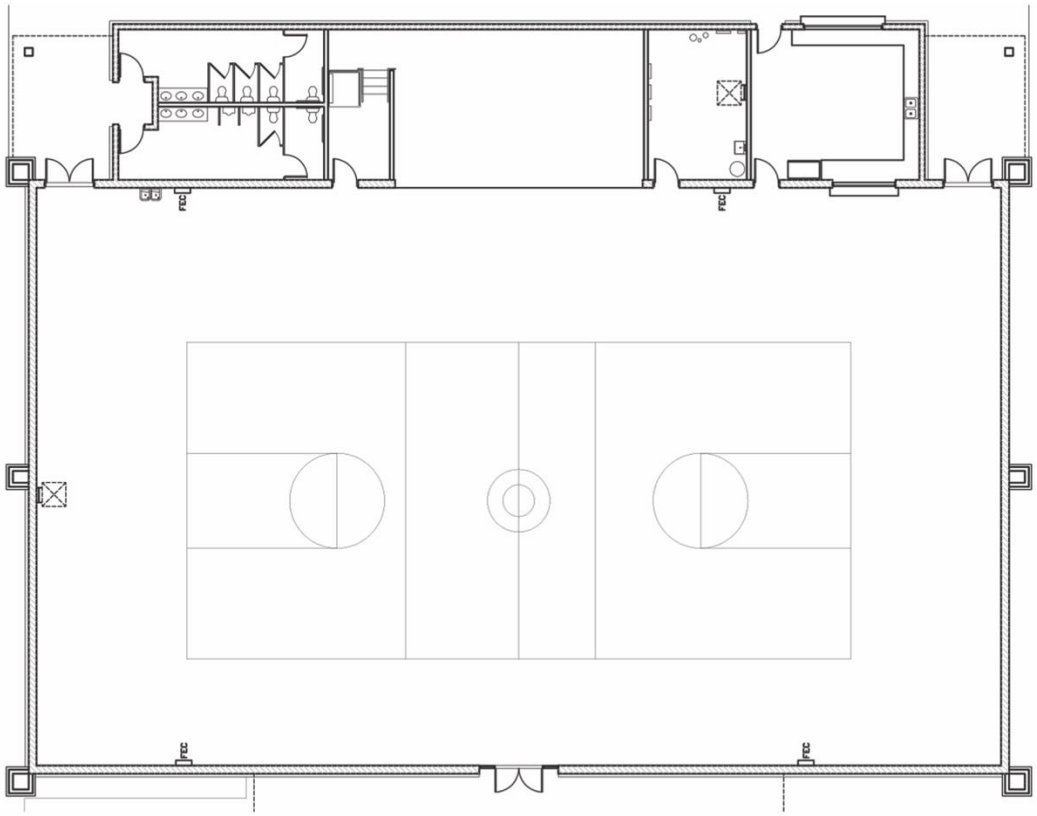
2. The ground floor areas of all proposed buildings

Building A –




Building B –

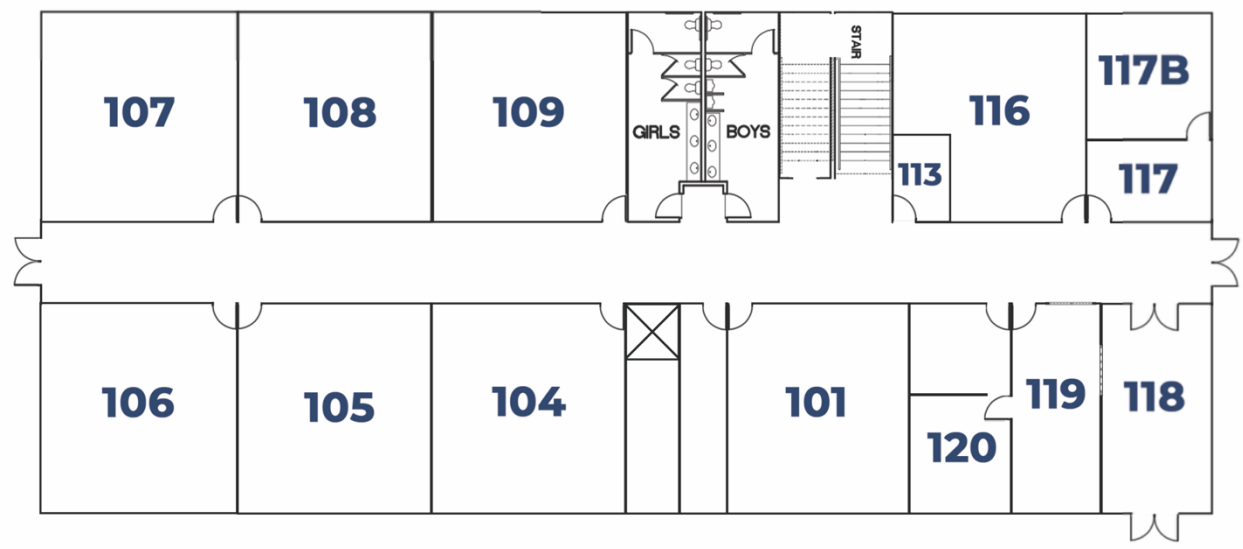




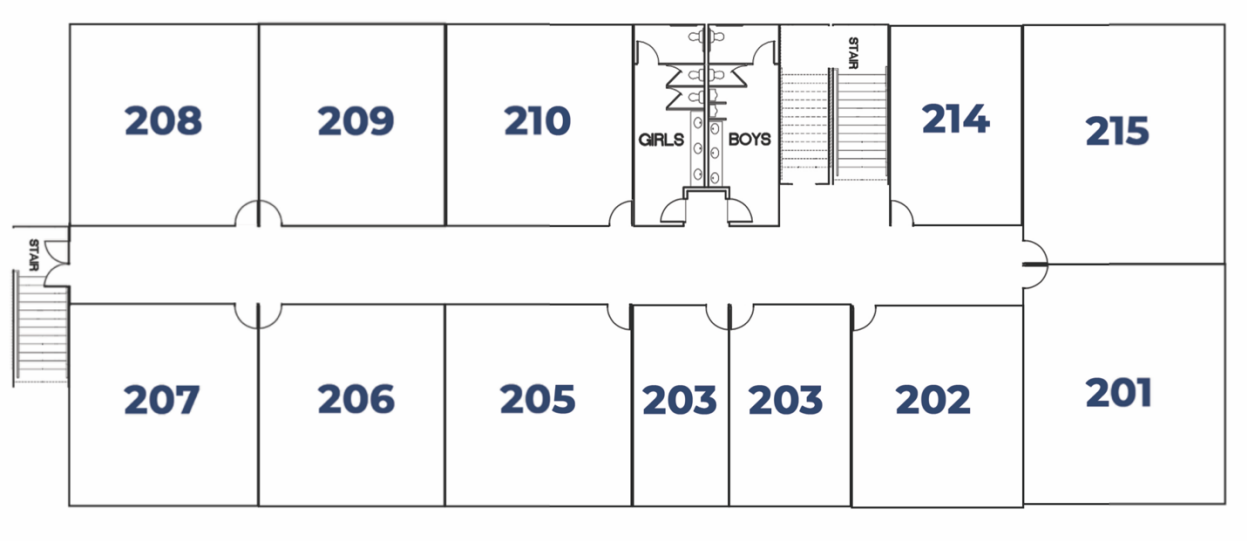
Building C –

Building D –

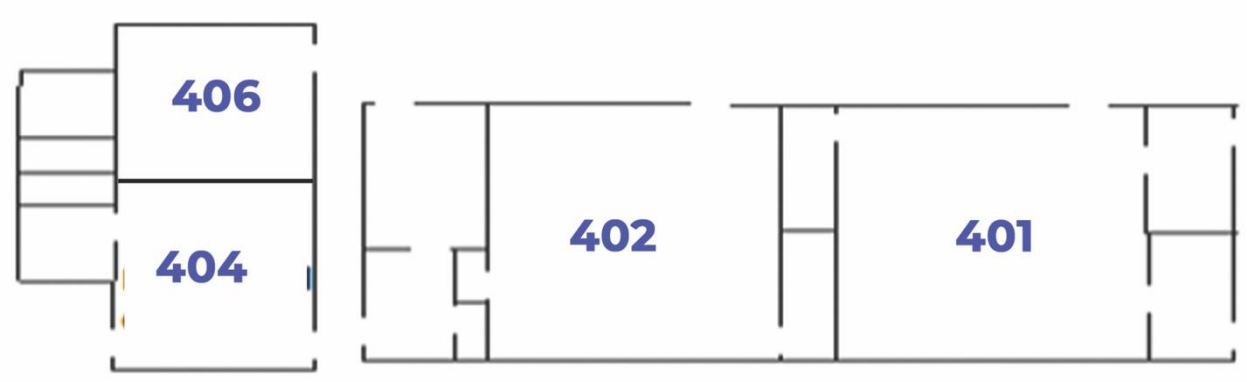
First Floor



Second Floor




Building E –



3. The amount of all proposed landscaped areas, required and provided. USE PERMIT PROCESS GUIDE

4. The location of all proposed trees, shrubs, and other landscape materials and improvements.

5. Notes or graphical representations adequately showing the intent of the proposed plans and materials.

6. The location, height, type, and general design and finish of all proposed walls and other screening (if applicable). [revised fence and gates layout]

7. The location of all proposed storm water retention areas. [revised civil grading and drainage background layout reflected on LS plan]

8. A specific schedule of all trees, shrubs, and other landscaping materials identified by common and botanical name and the quantity and size of each of the landscape materials to be installed.

**Conceptual Building Elevations** (Both Color and Black and White) 24x36 demonstrating conformance with the zoning ordinance and design guidelines. [resubmit corrected elevations]

**Conceptual Floor Plans** 24x36 showing the proposed uses and areas inside of the building. [markup floor plans with uses listed]

**Traffic Impact Study** (prepared in compliance with the Engineering Standards) for the property based on the proposed use of the property. [resubmit corrected report]

**Mailing List** in excel format with the mailing addresses of the properties within 500 feet of the subject property that are subject to neighborhood meeting and public hearing notifications. [COG planning staff to provide this list]

**Additional information** specific to your project that is identified at the pre-application meeting.

[added parking, added drop off locations and length, additional onsite queuing length, ]

**Approval process steps**

Department review

City staff to advise of SUP permit application fees amount

Citizen Review Meeting

City staff send notice

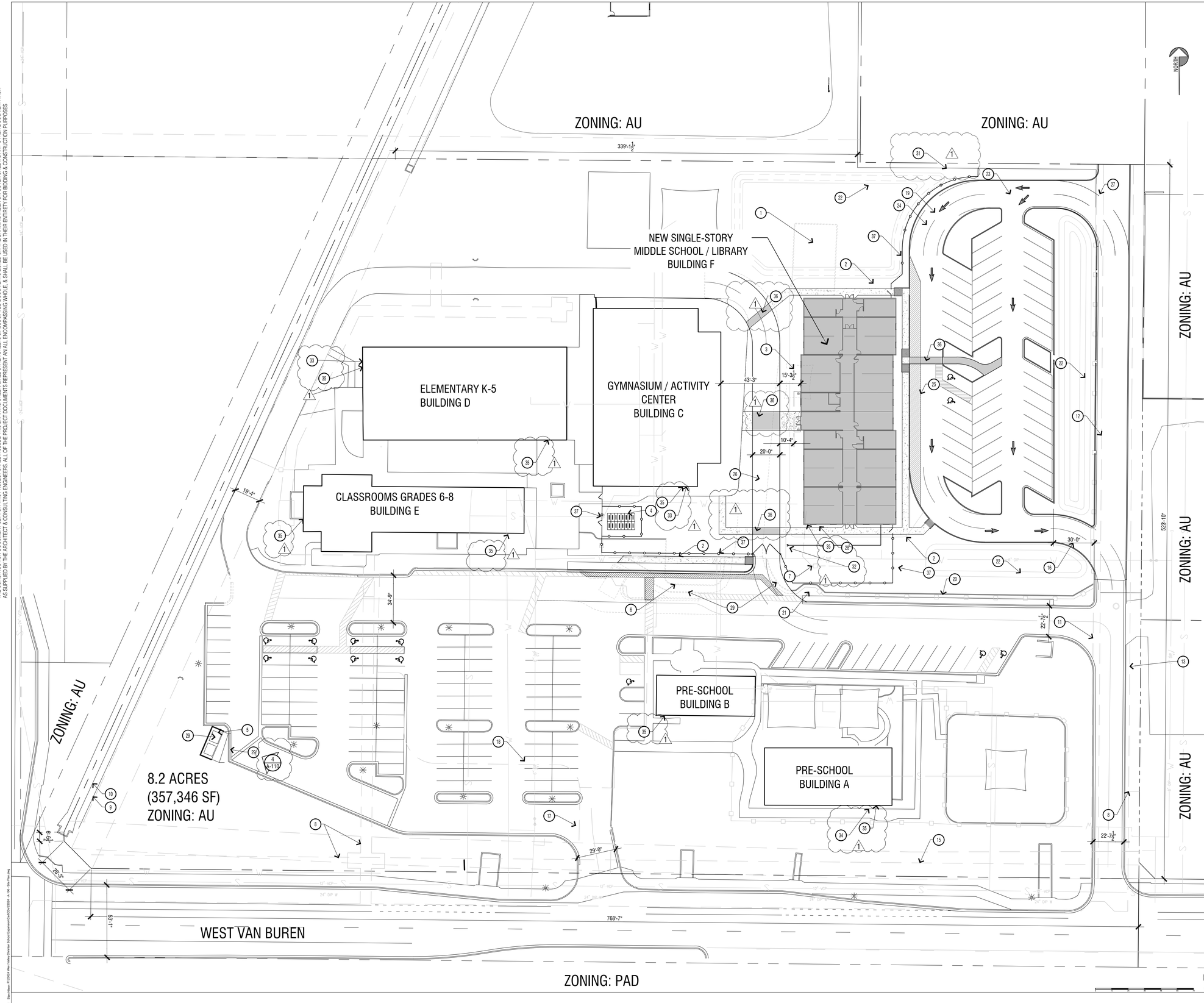
Planning Commission Public Hearing

Staff send out legal ad in paper

Staff to post property

Staff send notice to adjoining property owners and other interested parties

THE CONSTRUCTION DOCUMENT SET FOR THIS PROJECT SHALL INCLUDE THIS DRAWING SHEET, & ALL OTHER SHEETS & ASSOCIATED DOCUMENTS LISTED ON THE DRAWING INDEX ON COVER SHEET, & ANY OTHER DOCUMENTATION AS SUPPLIED BY THE ARCHITECT & CONSULTING ENGINEERS. ALL OF THE PROJECT DOCUMENTS REPRESENT ANY ALL ENCOMPASSING WHOLE, & SHALL BE USED IN THEIR ENTIRETY FOR BIDDING & CONSTRUCTION PURPOSES




1. DEMO PLAY AREA
2. NEW SIDEWALK
3. DEMO TENT STRUCTURE
4. NEW BIKE RACKS FOR 16 BIKES, SEE 16/A-101 FOR DETAIL
5. NEW DUMPSTER LOCATION - DOUBLE DUMPSTER PER G-3164 (SEE 4/A-110) ENCLOSED AND GATED
6. EXTENSION OF STUDENT DROP-OFF LANE
7. BACKSTOP TO BE REMOVED
8. APS UTILITY EASEMENT
9. 20' DITCH AND MAINTENANCE ACCESS
10. 10' R.I.D. EASEMENT
11. 35' PUE
12. 30' INGRESS/EGRESS EASEMENT
13. 8' PUE
14. APS UTILITY EASEMENT
15. 10' PUE & LANDSCAPE EASEMENT
16. 30' LANDSCAPE BUFFER
17. INGRESS/EGRESS EASEMENT
18. SHARED USE EASEMENT FOR PARKING FACILITIES
19. FIRE TRUCK RADII OF 55', 45', AND 35'
20. LINETYPE DENOTES EXISTING FENCE (DEMO EXISTING FENCE)
21. EXISTING FIRE HYDRANT
22. RETENTION BASIN, SEE CIVIL
23. TRAFFIC STRIPING
24. PROPOSED FIRE TRUCK ROUTE
25. STUDENT DROP-OFF LANE
26. STRAIGHTENED FIRE LANE ALIGNMENT
27. FIRE ACCESS RADII ARE SHOWN AS 35' INTERIOR, 45' MIDDLE, AND 55' OUTER
28. BUILDING NUMBER LOCATION FOR FIRE LANE GUIDANCE
29. DEMO EXIST. STRIPING AND CURB, FIELD VERIFY EXTENT
30. REMOVE TREES AND VEGETATION TO MINIMUM AMOUNT OF SPACE NEEDED FOR DUMPSTERS
31. EXISTING 6' HIGH CMU SITE WALL
32. REMOTE FIRE DEPARTMENT CONNECTION
33. INSTALL 16" TALL ADDRESS NUMBERS WITH 3" STROKE SIZE
34. INSTALL 12" TALL ADDRESS NUMBERS WITH 2" STROKE SIZE
35. INSTALL 12" TALL ADDRESS NUMBERS WITH 2" STROKE SIZE, INDICATING BUILDING LETTER DESIGNATION (SEE BUILDIING NAME)
36. CONTRASTING COLORED CONCRETE PEDESTRIAN PATH
37. NEW WROUGHT IRON FENCE TO MATCH EXISTING

17 KEYNOTES

NOTES

1. CONTRACTOR TO VERIFY EXISTING FIELD DIMENSIONS AND CONDITIONS. ANY DISCREPANCIES FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCING WORK.
2. HEIGHT AND LOCATION OF ELECTRICAL AND DATA BOXES TO BE VERIFIED WITH OWNER PRIOR TO ROUGH-IN.
3. GOODYEAR FIRE DEPARTMENT DOES NOT ALLOW INSTALLATION OF SPEED BUMPS OR OTHER OBSTRUCTIONS IMPEDING RESPONSE

18 GENERAL NOTES

4 OVERALL SITE PLAN

SCALE: 1/32" = 1'-0"

REGISTERED ARCHITECT
24683
MICHAEL G. TAYLOR
Date 4-26-24
ARIZONA U.S.A.

MICHAEL TAYLOR ARCHITECTS, INC.
118 SOUTH PLEASANT STREET PRESCOTT, ARIZONA 86303
PHONE 928 445 0606 WWW. MTAI. NET

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A NEW SINGLE STORY CLASSROOM BUILDING FOR

# WEST VALLEY CHRISTIAN SCHOOL

16260 W. VAN BUREN STREET GOODYEAR, AZ 85338

APN: 500-10-741
MCR # 118701
ZONING: AU

MTAI PROJECT NUMBER: 23024 PLOT DATE: 12/22/23

| | DATE: | DESCRIPTION: |
|---|---|---|
| 1 | | |
| 2 | | |

OVERALL SITE PLAN

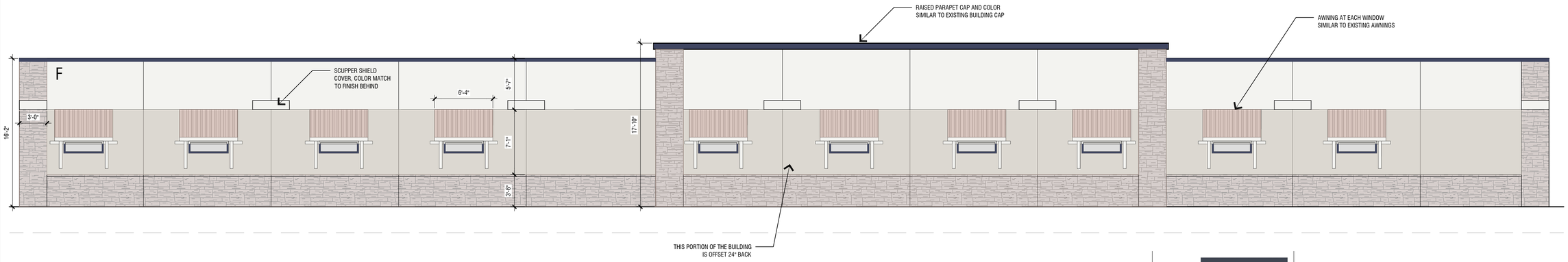
A-100

THE CONSTRUCTION DOCUMENT SET FOR THIS PROJECT SHALL INCLUDE THIS DRAWING SHEET, & ALL OTHER SHEETS & ASSOCIATED DOCUMENTS LISTED ON THE DRAWING INDEX ON COVER SHEET, & ANY OTHER DOCUMENTATION AS SUPPLIED BY THE ARCHITECT & CONSULTING ENGINEERS. ALL OF THE PROJECT DOCUMENTS REPRESENT AN ALL ENCOMPASSING WHOLE, & SHALL BE USED IN THEIR ENTIRETY FOR BIDDING & CONSTRUCTION PURPOSES



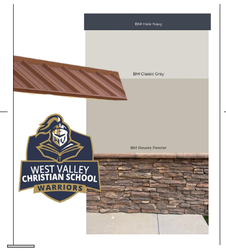

1 WEST ELEVATION

SCALE: 3/16" = 1'-0"

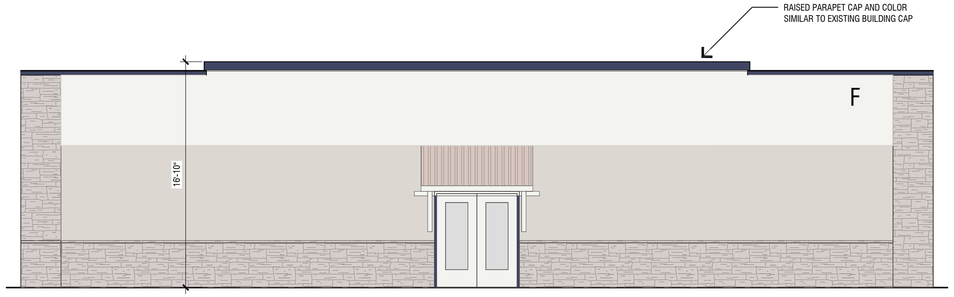



2 EAST ELEVATION

SCALE: 3/16" = 1'-0"




7 CAMPUS PAINT SELECTIONS




3 NORTH ELEVATION

SCALE: 3/16" = 1'-0"




6 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

ELEVATIONS FOR COLOR REFERENCES

MICHAEL TAYLOR ARCHITECTS, INC.
118 SOUTH PLEASANT STREET PRESCOTT, ARIZONA 86303
PHONE 928 445 0606 WWW. MTAI. NET

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A NEW SINGLE STORY CLASSROOM BUILDING FOR

# WEST VALLEY CHRISTIAN SCHOOL

GOODYEAR, AZ 85338

16260 W. VAN BUREN STREET

APN: 500-10-741
MCR # 118701
ZONING - AU

MTAI PROJECT NUMBER: 23024

PLOT DATE: 08/16/23

| DATE: | DESCRIPTION: |
|---|---|
| 3/21/24 | CITY OF GOODYEAR COMMENTS 3/11/24 |

ELEVATIONS

A-201

2200509.1314 ColorD User/CAD/Documents/DRL - Architect/MTAI/MTAI Projects/2024 to V.C.S. Expansion/Cadillac Plan Amendment/23024 - A201 - Elevations.dwg

## GENERAL LANDSCAPE NOTES

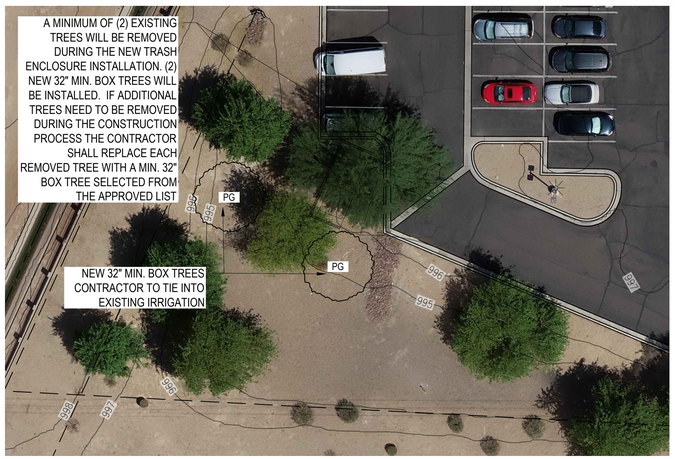
-THE CONTRACTOR IS TO PROVIDE A 2 LB SAMPLE OF THE PROPOSED LANDSCAPE ROCK FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE FOR APPROVAL. THE CONTRACTOR SHALL PROVIDE 100% COVERAGE OF NON-PAVED AREAS WITHIN THE LIMITS OF CONSTRUCTION.
-FOR ALL TREE PLANTING THAT ENCOUNTERS HARDPAN/CALICHE PROVIDE SEPARATE UNIT PRICE TO INSTALL TREES.
-IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INFORM THE LANDSCAPE ARCHITECT OF ANY PLANT MATERIAL CONCERNS BASED ON THE PLANTING SEASON. (E.G. SUMMER VS WINTER) SHOULD THE LANDSCAPE CONTRACTOR HAVE ANY CONCERNS ABOUT PLANT MATERIAL DUE TO HEAT OR FROST EXPOSURE, THE INSTALLER SHALL REQUEST A SUBSTITUTION OR DELAY IN PLANTING. ONCE PLANTED, ALL PLANT MATERIAL IS SUBJECT TO SPECIFIED WARRANTIES.
-ALL TREES TO BE UNCONDITIONALLY GUARANTEED FOR ONE YEAR AFTER INSTALLATION.
-TREES, SHRUBS, VINES, AND GROUNDCOVERS WHICH HAVE TO BE REPLACED UNDER THE TERMS OF THE GUARANTEE SHALL BE GUARANTEED FOR AN ADDITIONAL (1) YEAR FROM THE DATE OF REPLACEMENT.
-THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FINISHED GRADES AND FOR MAINTAINING POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS DURING THE FINISH GRADING PROCESS. ALL SLOPES NOT TO EXCEED 4:1 IN LANDSCAPE AREAS. SHOULD THE GRADING EXCEED A 3:1 SLOPE THE AREA SHALL BE SECURED WITH AN EROSION CONTROL METHOD APPROVED BY THE LANDSCAPE ARCHITECT
-THE LANDSCAPE CONTRACTOR SHALL VERIFY BERM AND RETENTION BASIN LOCATIONS SHOWN ON THESE PLANS WITH THOSE ON THE CIVIL ENGINEERING PLANS. SHOULD A DISCREPANCY EXIST BETWEEN THE PLANS, THE LANDSCAPE ARCHITECT SHOULD BE NOTIFIED IMMEDIATELY.
-UNDER NO CIRCUMSTANCE SHALL ANY TREE BE PLANTED WITHIN 6' OF ANY BUILDING WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
-TREES AND SHRUBS SHALL BE PLACED A MINIMUM OF 6' FROM PUBLIC ACCESSWAYS, UTILITY CABINETS AND FIRE HYDRANTS.
-SHRUBS MUST BE AT MATURITY, 6' FROM THE REAR OF A FIRE HYDRANT. NO MATERIAL OTHER THAN GROUNDCOVERS MAY BE PLACED BETWEEN A FIRE HYDRANT AND THE STREET OR ROADWAY OR 6' ON EITHER SIDE. FIELD VERIFY ALL HYDRANT LOCATION WITH THE CIVIL ENGINEERING PLANS.
-ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEAN UP MUST BE COMPLETED PRIOR TO FINAL APPROVAL OR CERTIFICATE OF OCCUPANCY.
-ALL TREES ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE MINIMUM CANOPY CLEARANCE OF 6'-8"

## PLANT MATERIALS LEGEND 1

| COUNT | SIZE | SYM | COMMON NAME | BOTANICAL NAME |
|---|---|---|---|---|
| TREES | | | | |
| 17 | 24" BOX/ 2" CAL | CEU | HYBRID PALO VERDE | CERCIDIUM 'DESERT MUSEUM' |
| 12 | 24" BOX/ 2" CAL | ACW | WILLOW ACACIA | ACACIA SALICINA |
| 2 | 24" BOX/ 2" CAL | PIC | CHINESE PISTACHE | PISTACIA CHINENSIS |
| 3 | 24" BOX/ 2" CAL | PG | MESQUITE HYBRID | PROPOSPIS GLANDULOSA HYBRID PHOENIX' |
| 2 | 32" BOX/ 2" CAL | PG | MESQUITE HYBRID (@ TRASH ENC) | PROPOSPIS GLANDULOSA HYBRID PHOENIX' |
| 10 | 24" BOX/ 2" CAL | ACL | LEATHER-LEAF ACACIA | ACACIA CRASPEDOCARPA |
| SHRUBS | | | | |
| 54 | 5 GAL | RE | DESERT RUELLIA | RUELLIA PENINSULARIS |
| 14 | 5 GAL | EL | TURPENTINE BUSH | ERICAMERIA LARICIFOLIA |
| 14 | 5 GAL | CC | BAJA (RED) FAIRY DUSTER | CALLIANDRA CALIFORNICA |
| 43 | 5 GAL | JP | MEXICAN HONEYSUCKLE | JUSTICA SPICIGERA |
| 10 | 5 GAL | TS | AZ YELLOW BELLS | TECOMA STANS |
| 8 | 5 GAL | LC | COMPACT TEXAS SAGE | LEUCOPHYLLUM FRUTESCENS 'COMPACTA' |
| GRASS- ORNAMENTAL | | | | |
| 123 | 5 GAL | I | REGAL MIST GRASS | MUHLENBERGIA CAPILLARIS 'REGAL MIST' |
| ACCENTS | | | | |
| 14 | 5 GAL | YR | PENDULOUS YUCCA | YUCCA RECURVIFOLIA |
| 15 | 5 GAL | HR | RED YUCCA | HESPERALOE PARVIFLORA |
| 21 | 5 GAL | HY | YELLOW YUCCA | HESPERALOE PARVIFLORA 'YELLOW' |
| GROUNDCOVER/ VINES | | | | |
| 57 | 5 GAL | LN | WHITE TRAILING LANTANA | LANTANA SELLOWIANA 'WHITE' |
| 41 | 5 GAL | LM | YELLOW TRAILING LANTANA | LANTANA MONTEVIDENSIS 'YELLOW' |
| 12 | 5 GAL | AR | DESERT CARPET ACACIA | ACACIA REDOLENS 'DWARF' |

## LEGEND: LANDSCAPE MATERIALS

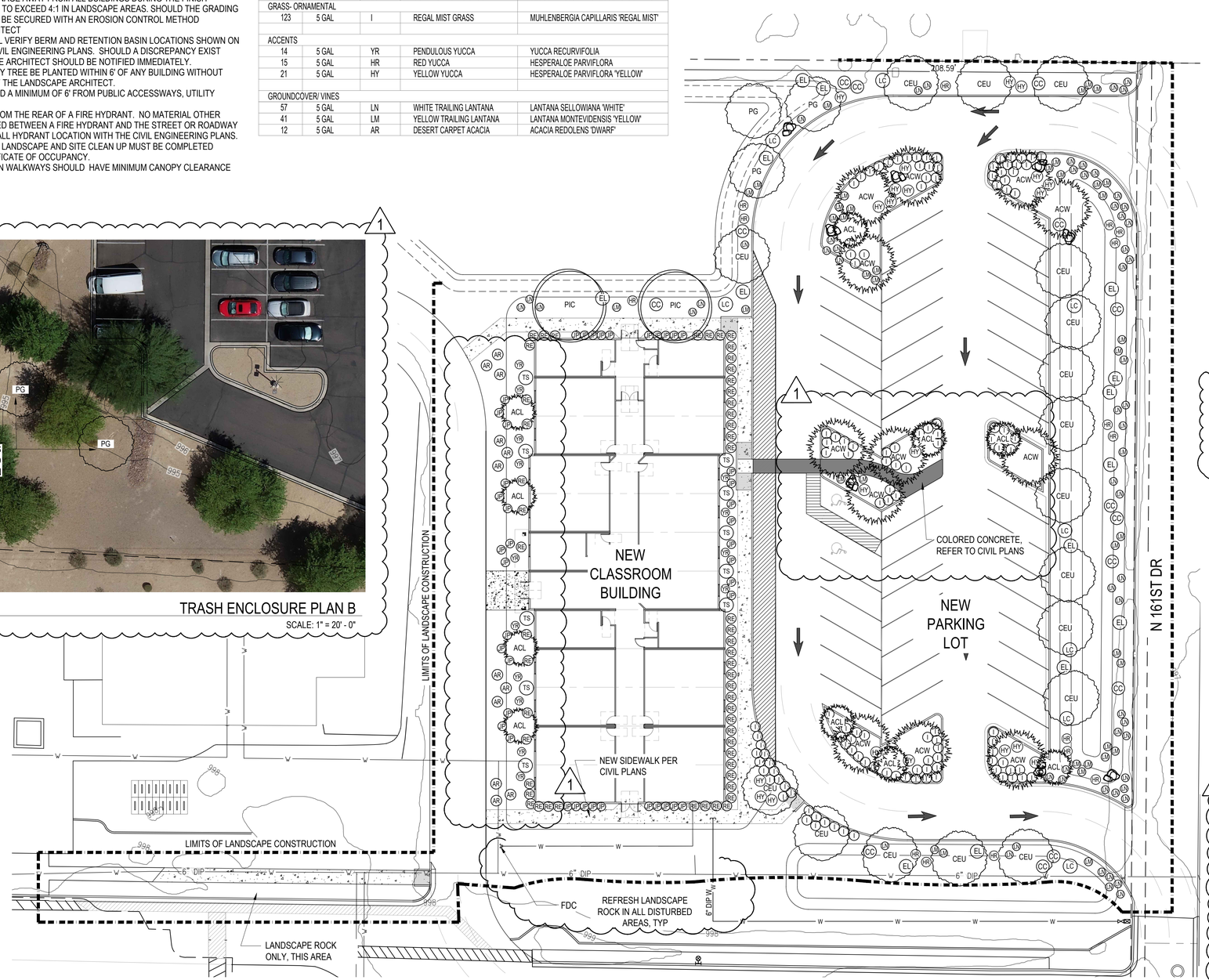
| QUANTITY | SYMBOL | DESCRIPTION |
|---|---|---|
| +/- 26,600 SF | | 3/4-INCH MIN. SCREENED LANDSCAPE ROCK; 2 INCH DEPTH MIN. COLOR TO MATCH EXISTING ON SITE; SUBMIT SAMPLE FOR APPROVAL PRIOR TO INSTALL; 100% COVERAGE IN ALL NEW AND DISTURBED LANDSCAPE AREAS; VERIFY LIMITS WITH CONTRACTOR. TREAT WITH CITY APPROVED PRE-EMERGENT |
| 8 | | 4X5', 1,500 LBS MIN. SURFACE BOULDER, INSTALL PER BOULDER DETAIL |




1

TRASH ENCLOSURE PLAN B

SCALE: 1" = 20' - 0"




1

LANDSCAPE PLAN A

SCALE: 1" = 20' - 0"




## OVERALL SITE PLAN

SCALE: 1" = 150' - 0"

| OWNER | CONSTRUCTION MANAGER |
|---|---|
| WEST VALLEY CHRISTIAN SCHOOL INC<br>1 6260 W VAN BUREN ST<br>GOODYEAR AZ 85338<br>(623)234-21 00<br>CONTACT: JEREMIAH HANN<br>JHann@wvchristianschool.org | CONSTRUCTION MANAGER<br>PATTEN CONSTRUCTION &<br>DEVELOPMENT MANAGEMENT<br>(602) 540-2527<br>CONTACT: MIKE PATTEN<br>Mike@pcdm.us |

1

## LANDSCAPE SHEET INDEX


L1 LANDSCAPE PLAN
L2 IRRIGATION PLAN
L3 LANDSCAPE DETAILS
L4 IRRIGATION DETAILS
L5 LANDSCAPE SPECIFICATIONS
L6 IRRIGATION SPECIFICATIONS


1

**AS-BUILT CERTIFICATION**

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY DATE (SEAL)

CITY OF GOODYEAR WATER

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com


SKETCH LANDSCAPE ARCHITECTURE STUDIO, LLC
Celia A. van der Molen
LANDSCAPE ARCHITECT | 928.277.7336
INFO@SKETCH-LA.COM



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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
52787
CELIA A.
VAN DER MOLEN
Date Signed 3/21/24
ARIZONA, U.S.A.
Exp. 09 / 30 / 2026

DRAWN BY: CVM
LA OF RECORD CVM
DATE PLOTTED 3.21.2024

ISSUE FOR PRICING / BIDDING:

ISSUE FOR PERMIT APPLICATION: 12.21.2023; 03.21.24

ISSUE FOR CONSTRUCTION:

| REV | DATE | DESCRIPTION |
|---|---|---|
| 1 | 3.21.24 | CITY OF GOODYEAR COMMENTS |

WEST VALLEY CHRISTIAN SCHOOL
16260 W VAN BUREN ST
GOODYEAR, AZ 85338
*LANDSCAPE PLAN*

N

0 10 20 40
SCALE: 1" = 20 FEET

SHEET CONTENTS
LANDSCAPE PLAN

SHEET NO.
L1 OF 6

SKETCH JOB NO. SK2323

# Private School Expansion
# Special Use Permit

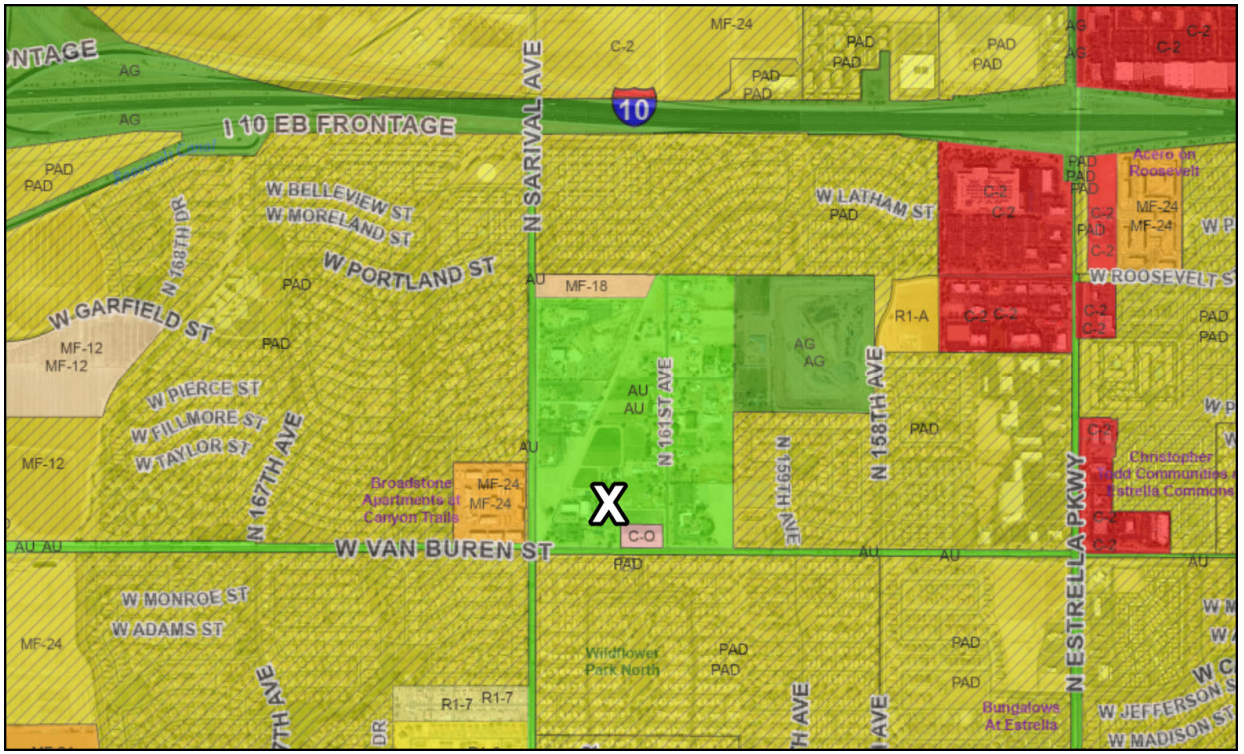
City Council Meeting
June 24, 2024



# Location

## CENTRAL GOODYEAR

- Along 161st Lane north of Van Buren Street
- 16.45-acres
- Zoned Agricultural Urban (AU) and Commercial Office (CO)



# Specific Location

## ZOOMED IN

- North
  - Roosevelt Irrigation District Canal, Harvest Baptist Church, Palm Valley Montessori School, and single-family residential
- South
  - Van Buren St and single-family residential
- East
  - Compass Church and single-family residential
- West
  - Roosevelt Irrigation District Canal, Vacant land, Sarival Avenue, and multi-family residential



# Zoning History

## ANNEXATION AND REZONING

- Annexed into the city in 1983 with Agricultural Urban (AU) designation
- Portion of site zoned Commercial Office (CO) via Ordinance in 2007



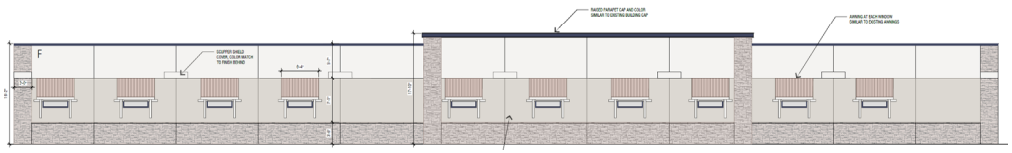
# Proposal

## PRIVATE SCHOOL EXPANSION

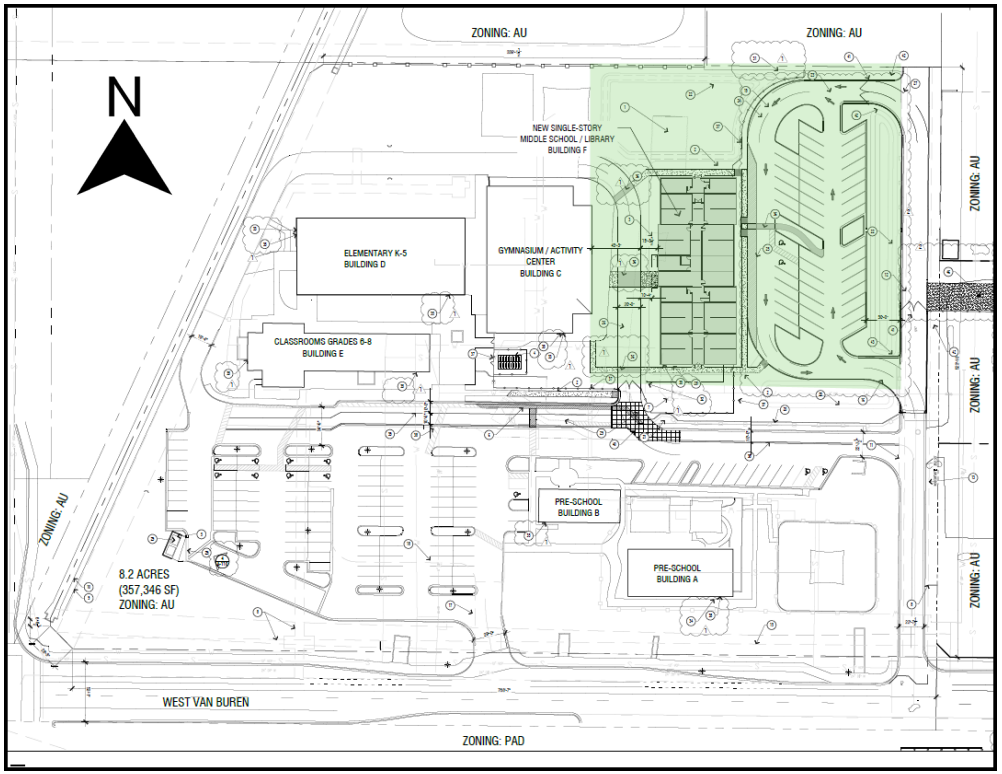
- Classroom building
- Parking lot and driveway additions
- Outdoor storage containers



West Elevation

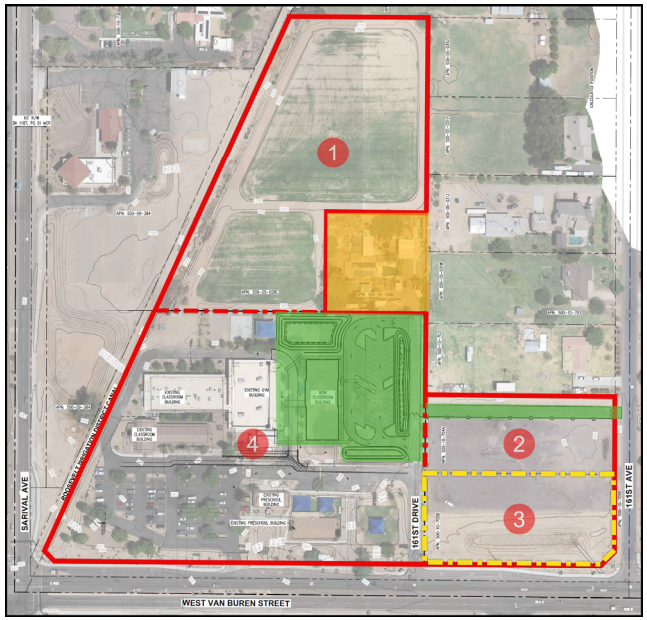


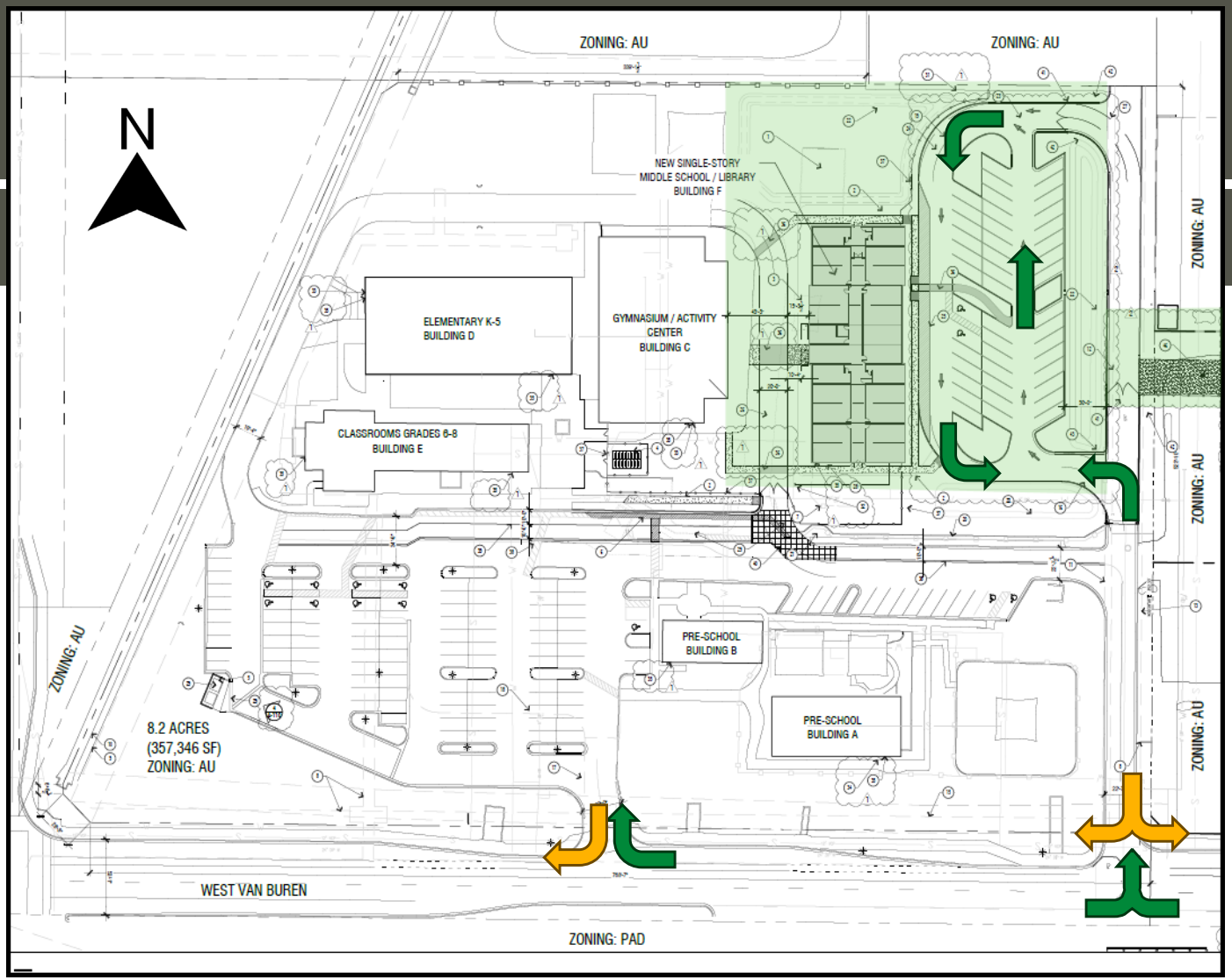
East Elevation



# Proposal

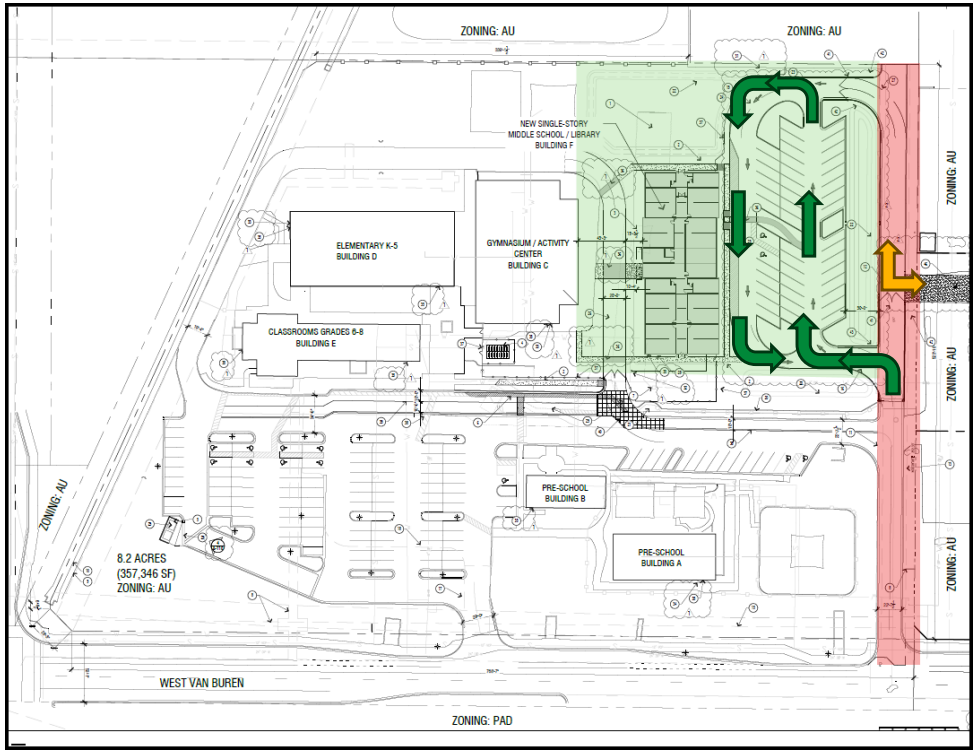
## SITE PLAN ENLARGED

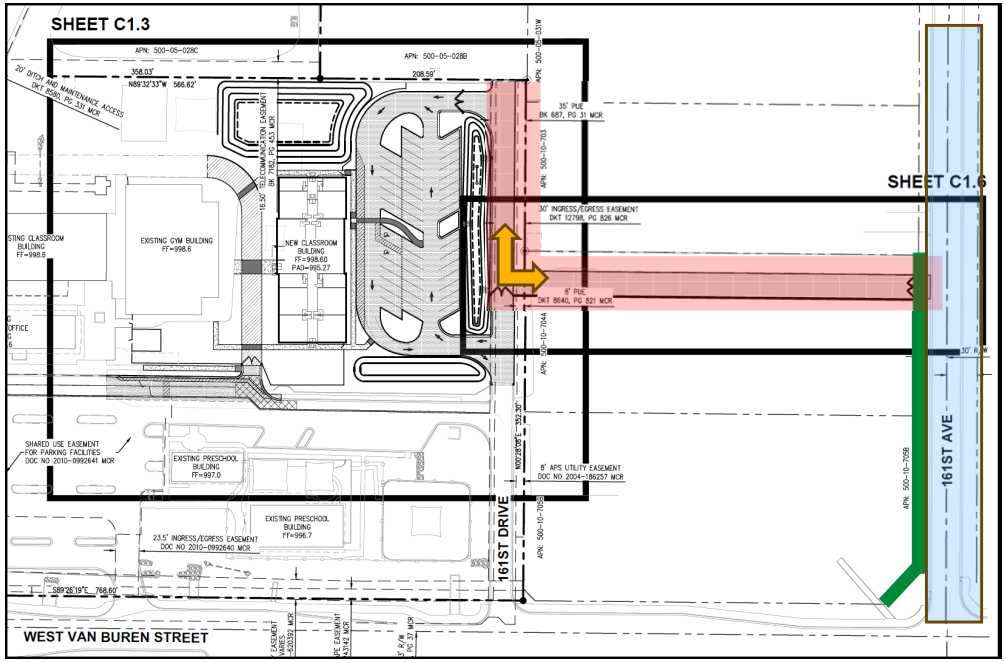


# Proposal

## 161ST LANE



# Recommendation

## APPROVE SUBJECT TO STIPULATIONS

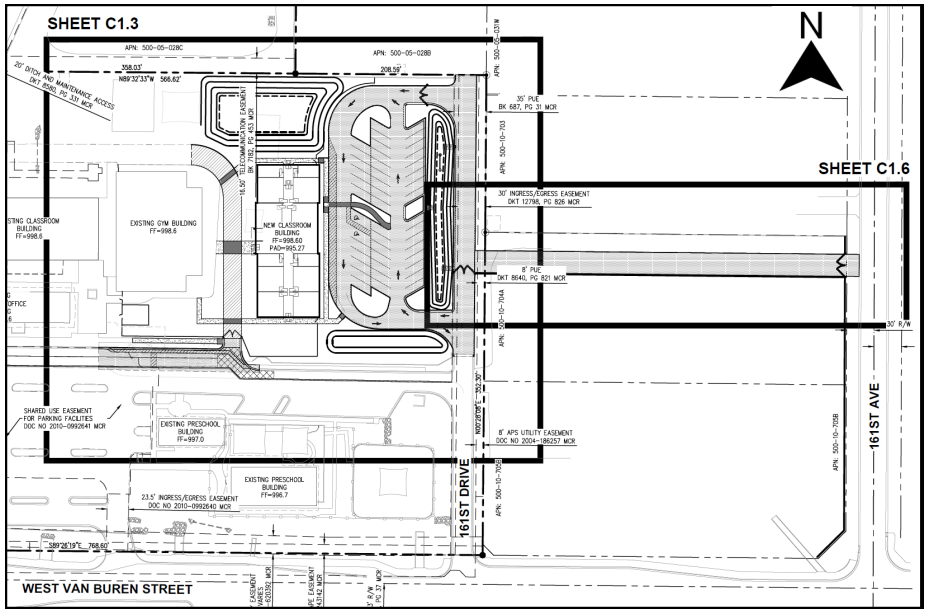
- Planning and Zoning Commission Meeting
- Approve Special Use Permit:
  - Subject to Stipulations
    - Future expansion
    - Outdoor Storage
    - Residential and Emergency Access Drive
    - Parking Management and Queuing Plan



North Elevation



South Elevation




CITY OF
Goodyear

ITEM #: 19.
DATE: 06/24/2024
AI #:2025

# CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZATION OF BUDGET AMENDMENT AND CONTRACT FOR THE EXPENDITURE OF CONSTRUCTION AND FF&E FUNDS FOR APPROVED CIP PROJECT #60122 – GMC TENANT IMPROVEMENTS BUILDING B**

**STAFF PRESENTER(S):** Allan Smolko, Senior Project Manager

## SUMMARY

A request to authorize a budget amendment of $2,481,000 and contract for the expenditure of construction and furniture, fixtures, and equipment (FF&E) funds up to $1,920,000 for Capital Improvement Program (CIP) Project #60122 – Goodyear Municipal Complex (GMC) Tenant Improvements Building B.

## STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

## RECOMMENDATION

Authorize the budget amendment of $2,481,000 and contract for the expenditure of construction and furniture, fixtures, and equipment (FF&E) funds up to $1,920,000 for Capital Improvement Program (CIP) Project #60122 – Goodyear Municipal Complex (GMC) Tenant Improvements Building B. (Allan Smolko, Senior Project Manager)

## FISCAL IMPACT

CIP Project #60105 - Goodyear Municipal Complex Tenant Improvements is included in the FY2024 budget in the amount of $6,861,200. This action will reduce Project #60105 by $2,481,000 and create a budget for CIP Project #60122 – GMC Tenant Improvements Building B in the same amount. This action also authorizes the expenditure of up to $1,920,000 for construction and FF&E with an estimated completion date of June 2025.

## BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of $500,000 must obtain Council approval.

On June 6, 2022 (AI-806), Council approved CIP #60105 Goodyear Municipal Complex Tenant Improvements in the adoption of Resolution No. 2022-2253 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the City of Goodyear for FY2023.

On June 12, 2023 (AI-1537), Council approved the carryover of CIP #60105 Goodyear Municipal Complex Tenant Improvements in the adoption of Resolution No. 2023-2318 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the City of Goodyear for FY2024.

On September 25, 2023 (AI-1640), Council approved the expenditure of construction and FF&E funds up to $3,690,000 for Tenant and Site Improvements for Building D of GMC for CIP Project #60105 - Goodyear Municipal Complex Tenant Improvements. Staff conducted a presentation on the status and breakdown of the GMC project and informed Council CIP Project #60105 would be separated into three separate phases with phase one consisting of design and construction of Building C and Building D, with Building B in phase two and Building E in phase three.

## STAFF ANALYSIS

CIP Project #60105 - Goodyear Municipal Complex (GMC) Tenant Improvements originally included improvements to Buildings B, C, D, and E. Due to the phasing of the project, the tenant improvements for Buildings B and E will be separated out into new projects. Building E improvements were included in the FY2025 budget as CIP Project #60124 GMC TI Building E. Building B will be separated out with this action in FY2024 with a budget amendment from 60105 to CIP Project #60122 - GMC Tenant Improvements Building B in the amount of $2,491,000.

CIP Project #60122 – GMC Tenant Improvements Building B will provide final construction and FF&E services for a new 1,310 square foot building expansion and for tenant improvements within the existing 18,423 square foot building. Upholding Prosecutor and Courts separation while maintaining equity in service and staff amenities has been prioritized.

The proposed improvements will include: expansion of the existing building to improve customer service waiting areas and provide a new processing window for additional courtroom operations; improvements to fire life safety (fire sprinklers and alarm) systems; and upgrades to security, IT, and audio/visual cabling and equipment to improve courtroom functionality.

Tenant improvements for the Municipal Courts include a new break room, a new conference room, a restroom addition, and reconfiguration of four workstations.

Tenant improvement for the City Prosecutor's Office will include eight new workstations, a new conference room, and improvements to office spaces, breakroom, and the pre-trial room.

Staff originally presented phase two with an estimated amount of $1,500,000. This action

includes a change in scope, adding the Prosecutor's Office improvements and additional enhancements for the Municipal Courts, market escalation, adding construction administration services, and contractor's off-hours premium rates to mitigate interrupting the Courts during operational hours.

This Council Action Request is to obtain approval of the budget amendment and contract for the expenditure on the construction and FF&E for GMC Tenant Improvements Building B.

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**Attachments**

Presentation

# CIP Project #60122
# Goodyear Municipal Complex (GMC) Building B Tenant Improvements

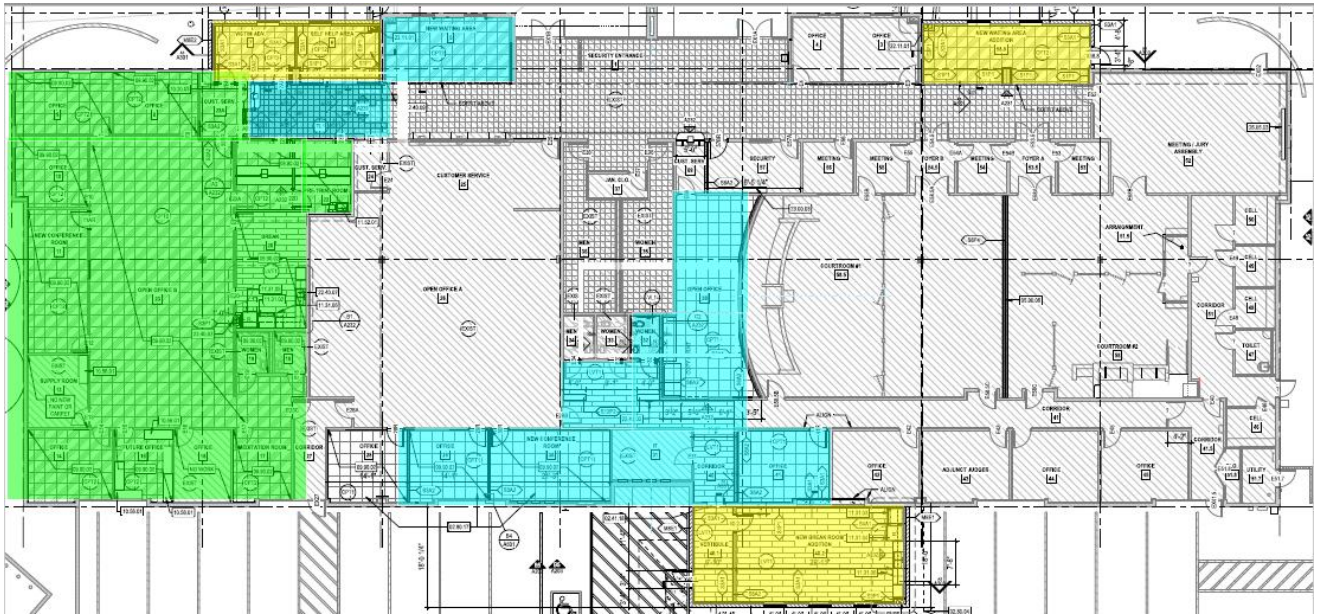
Steve Scinto, Director of Engineering
Allan Smolko, Senior Project Manager

June 10, 2024

# GMC Tenant Improvements Building B

## FLOOR PLAN

## CIP PROJECT #60122



- Building Expansion
- Municipal Courts Improvements
- Prosecutor's Office Improvements

# GMC Tenant Improvements Building B

## REQUEST SUMMARY

| GMC B TI BUDGET |
| --- |
| **Original Estimate**: $1.5M |
| **Additional Request:** $981k |
| **Total Project**: $2.48M |

| Original GMC TI BUDGET |
| --- |
| **Reduce By**: $2.48M |

| CONSTRUCTION SCHEDULE |
| --- |
| **Start**: July 2024 |
| **Completion**: June 2025 |

## Primary Impacts

- Changes to the original scope
  - Building expansion
- Construction cost increases/inflation
- Contractors Off-hours premium

ITEM #: 20.
DATE: 06/24/2024
AI #:1787

# CITY COUNCIL ACTION REPORT

## SUBJECT: PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2025

**STAFF PRESENTER(S):** Ryan Bittle, Finance Manager

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### SUMMARY

Adopt the primary and secondary property tax levies for FY2025.

### STRATEGIC PLAN ALIGNMENT




### RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1612 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2025 AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Ryan Bittle, Finance Manager - Budget)

### FISCAL IMPACT

The primary and secondary property tax levies are a part of an overall finance strategy that provides funding for the city's budget.
The adopted FY2025 Budget totals $818,096,600 dollars, of which $28,377,885 is funded by these property tax levies.
Adopting these property tax levies is the final step in the process of establishing the FY2025 budget.
If approved, $15,140,885 will be generated from the primary property tax levy to support General Fund ongoing operations and $13,237,000 will be generated from the secondary

property tax levy to pay debt service on voter approved General Obligation (G.O.) Bond debt.

## BACKGROUND AND PREVIOUS ACTIONS

Budget Process: The FY2025 budget process began in calendar year 2023 and included departments submitting their initial list of new capital projects, preparing base budget estimates, preparing supplemental addition requests and updating existing CIP project costs and timelines as needed. All of these estimates and requests are reviewed by Budget and Research and by the executive team. In an October work session, Council was presented a 3-year Strategic Plan proposal by City Leadership spanning FY2025-FY2027, which was later adopted in November 2023. In the case of capital projects; Engineering Project Management, Information Technology, and Procurement are highly involved in reviews to ensure that all elements of a project are captured within its scope/budget and that we have the organizational resources to deliver the projects proposed.

City Council was provided an initial General Fund five-year forecast in January 2024 as part of the City Council Retreat, which included risks and budget priorities. Those discussions, coupled with direction given by City Council as outlined in our Strategic Plan, served as the basis for the recommended budget.

The City Manager presented a sustainable recommended budget on April 8th and April 15th, 2024, which focused on growth, continuing existing programs and services to a larger residential base, fair compensation for employees, meeting obligations, opening new capital facilities, and continuing the capital improvement program.

On May 20, 2024, City Council approved the only change to our financial policy, which was to increase our portion of construction sales tax treated as ongoing revenue from $6.5 million to $7.2 million. This policy calls for annual review and the $7.2 million was based on the average of the lowest five years in the prior ten of General Fund construction sales tax collections.

Any subsequent changes from the City Manager's recommended budget work session were summarized as part of our Tentative budget presented to and adopted by Council on May 20, 2024. The approved tentative budget was published in the Arizona Republic West Valley Edition on May 25, and June 1, 2024, consistent with requirements of state law. Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office.

Property Tax Levy Process: In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents. These notices and actions are referred to as Truth-in-Taxation and appeared in the Arizona Republic West Valley Edition (a local newspaper of general circulation) on May 24th and May 31st, 2024, as well as in a press release on May 22nd, 2024.

Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office.

A public hearing was held on June 10, 2024, prior to final adoption of the FY2025 budget and for the Truth-In-Taxation requirements associated with the Primary Property Tax levy.

On June 10, the City Council also adopted the Truth-In-Taxation increase of $277,689 that is included in the primary property tax levy presented for approval today.

## STAFF ANALYSIS

The primary property tax levy for FY2025 of $15,140,885 is expected to create a primary property tax rate of $0.9257 per $100 of assessed valuation. As a part of the general fund revenue, the primary property tax levy supports general fund activities, including police and fire protection, operations and maintenance, and many other general governmental functions. This levy amount is consistent with City Council adopted financial policy to maximize the primary property tax.
The secondary property tax levy of $13,237,000 is expected to create a secondary property tax rate of $0.8093 per $100 of assessed valuation and will be used to fund the principal, interest, and redemption charges on voter-approved general obligation bonds.
The FY2025 overall combined property tax rate of $1.7350 would equate to a city property tax payment of $173.50 for a home with an assessed value of $100,000.

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**Attachments**

Ordinance 2024-1612

**ORDINANCE NO. 2024-1612**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2025. AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona adopted the fiscal year 2024-2025 final budget on June 10th, 2024; and

WHEREAS, the County of Maricopa is now the assessing and collecting authority for the City of Goodyear, the City Clerk is hereby directed to transmit a certified copy of this Ordinance to the Assessor and Board of Supervisors of Maricopa County, Arizona;

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

SECTION 1. PRIMARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of fifteen million, one hundred forty thousand and eight hundred and eighty-five dollars ($15,140,885) for the City of Goodyear for the fiscal year ending June 30, 2025.

SECTION 2. SECONDARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars ($100.00) of assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of thirteen million, two hundred thirty-seven thousand dollars ($13,237,000) for the City of Goodyear for the fiscal year ending June 30, 2025.

SECTION 3. No failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure Ordinance No. 2024-1612 Page 2 of 2 or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day

within time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment and levy of taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for collection of taxes or the foreclosure, and all acts of officer de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict are hereby repealed.

SECTION 5. 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