City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, July 8, 2024
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, July 8, 2024 5:00 p.m. Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF MINUTES**

   RECOMMENDATION

   Approve the July 1, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. **FINAL PLAT OF LIBERTY WELL SITE 19B**

   RECOMMENDATION

   Conditionally approve the Final Plat of Liberty Well Site 19B subdividing approximately 0.230 acres into one lot, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

3. **FINAL PLAT OF LA JOLLA VISTA - PHASE 1**

   RECOMMENDATION

   Approve the Final Plat of La Jolla Vista – PHASE 1, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

4. **REPLAT OF PALM VALLEY PAVILIONS LOT 6 AND A PORTION OF LOT 7**

   RECOMMENDATION

   Approve the Replat of Palm Valley Pavilions Lot 6 and A Portion of Lot 7 of the Final Plat of Palm Valley Pavilions, subject to stipulations (Marty Crossland, Deputy Director of Development Engineering)

5. **REQUEST FOR 90-DAY EXTENSION OF THE FINAL PLAT FOR LA PRIVADA PARCELS 3 & 7 PHASE 1**

   RECOMMENDATION

Approve a 90-day extension of the Final Plat for La Privada Parcels 3 & 7 Phase 1 approved on January 23, 2023, subject to stipulations, which extension shall commence on August 10, 2024, the date of the current approval expiration. (Marty Crossland, Deputy Director of Development Engineering)

6. **MAP OF DEDICATION FOR LA JOLLA VISTA**

RECOMMENDATION

Conditionally approve the Map of Dedication for La Jolla Vista, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

7. **LITCHFIELD ROAD ANNEXATIONS, SOUTH OF W LOWER BUCKEYE ROAD (SDC I AND II)**

RECOMMENDATION

Authorize staff to initiate the annexation of approximately 0.558 acres of property along Litchfield Road south of West Lower Buckeye Road and 3.342 acres of property along Litchfield Road south of West Lower Buckeye Road. (Guadalupe Ortiz Cortez, Senior Planner)

8. **FEDERAL BUREAU OF INVESTIGATIONS (FBI) CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE (CEHTTF) MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF GOODYEAR**

RECOMMENDATION

Approve the MOU between the City of Goodyear Police Department and the FBI for participation in the CEHTTF and the Cost Reimbursement Agreement. (Jeff Mercy, Interim Chief of Police)

9. **TWO INTERGOVERNMENTAL AGREEMENTS (IGA) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR DESERT EDGE AND MILLENNIUM HIGH SCHOOL RESOURCE OFFICER SERVICES**

RECOMMENDATION

Authorize the City Manager or designee to execute two Intergovernmental Agreements (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Desert Edge High School and Millennium High School. (Jeff Mercy, Interim Chief of Police)

10. **APPROVAL OF PARTIAL TERMINATION AND RELEASE OF EASEMENT**

RECOMMENDATION

Approve the Partial Termination and Release of Easement, terminating and releasing portions of an existing sidewalk easement no longer needed and authorize its execution by the City Manager and recordation with the Maricopa County Recorder. (Colton Blyle, Real Estate Services Specialist)

11. **AUTHORIZATION FOR ACQUISITIONS OF REAL PROPERTY INTERESTS NEEDED FOR SARIVAL ROAD WIDENING PROJECT AND FOR LOWER BUCKEYE ROAD AND SARIVAL AVENUE INTERSECTION IMPROVEMENT PROJECT**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2419 FINDING THAT ACQUISITION OF REAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST HALF OF SARIVAL AVENUE BETWEEN YUMA ROAD AND ELWOOD STREET AND THE INTERSECTION AT LOWER BUCKEYE ROAD AND SARIVAL AVENUE IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION TO CITY MANAGER AND PROVIDING AN EFFECTIVE DATE (Kimberly Romero, Real Estate Coordinator)

12. **DEVELOPMENT AGREEMENT WITH GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, FOR MULTI-FAMILY RENTAL DEVELOPMENT UNDER THE AMERICAN RESCUE PLAN ACT**

RECOMMENDATION

Authorize the City Manager to execute a development agreement to pass-through ARPA funds to be used to support the development of affordable housing in Goodyear and associated budget transfers. (Jenna Goad, Assistant to the City Manager)

13. **AUTHORIZE A CONTRACT FOR THE EXPENDITURE OF FUNDS FOR DESIGN AND PRE-CONSTRUCTION SERVICES ON THE APPROVED CIP PROJECT #61014 – GOODYEAR WRF EXPANSION**

RECOMMENDATION

Authorize a contract for the expenditure of funds for design and pre-construction services for up to $6,428,000 for Capital Improvement Program (CIP) Project #61014 – Goodyear WRF Expansion. (Barbara Chappell, Water Services Director)

14. **AUTHORIZATION OF CONTRACT FOR THE EXPENDITURE OF CONSTRUCTION FUNDS FOR CIP PROJECT #60103 - CORGETT WRF CLARIFIER REHABILITATION AND TRANSFER OF FUNDS IN THE AMOUNT OF $651,000 TO CIP PROJECT #61016 – CENTRAL AVENUE SEWER LINE AND WELLS FARGO LIFT STATION.**

RECOMMENDATION

Authorize the contract for the expenditure of construction funds up to $2,900,000 for Capital Improvement Program (CIP) Project #60103 – Corgett WRF Clarifier Rehabilitation and transfer of wastewater operating funds in the amount of $651,000 to CIP Project #61016 – Central Avenue Sewer Line and Wells Fargo Lift Station. (Barbara Chappell, Water Services Director)

15. **DEVELOPMENT AGREEMENT WITH OLAM PHOENIX ARIZONA LLC RELATED TO OWNER'S REQUEST THAT THE CITY SUPPORT FOR EPCOR TO PROVIDE WATER SERVICE TO OWNER'S PROPERTY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2410 APPROVING THE DEVELOPMENT AGREEMENT (WATER SERVICE) WITH OLAM PHOENIX, ARIZONA, LLC.; PROVIDING DIRECTION AND AUTHORIZATION, AND AN EFFECTIVE DATE. (Barbara Chappell, Water Services Director)

PUBLIC HEARINGS

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

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

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

RECOMMENDATION

Approve the Use Permit request for a Convenience Use (QuikTrip convenience store with a gas station) on Parcel 4 on the final plat of PV303 East II Phase 1 recorded on February 16, 2018 in the official records of Maricopa County at Book 1370 of Maps Page 10 (Instrument 20180122777) (the "Property") subject to stipulations. (Christian Williams, Planning Manager)

17. **AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS**

RECOMMENDATION

ADOPT ORDINANCE 2024-1606, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2-2 (DEFINITIONS), AMENDING SECTIONS 3-3-2, 3-3-3, 3-4-1, 3-4-2 OF ARTICLE 3 (ZONING DISTRICTS), AMENDING SECTION 4-1-3 (SPECIAL USES CONSIDERED IN SPECIFIED DISTRICTS) OF ARTICLE 4 (REGULATION OF PARTICULAR USES) AND ADDING SECTION 4-2-20 TO ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Planning Manager)

BUSINESS

18. **RAINBOW VALLEY ENERGY STORAGE ANNEXATION REQUEST**

RECOMMENDATION

Council direction regarding the proposed annexation of 828.33 acres of land generally located 4 miles south of State Route 238, west of the Maricopa County/Pinal County line. (Katie Wilken, AICP, Director of Development Services)

19. **AMENDMENT TO DEVELOPMENT AGREEMENT WITH MICROSOFT MODIFYING TERMS REGARDING CONVEYANCE OF CITY BOOSTER STATION SITE AND TERMINATION OF DRAINAGE EASEMENTS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2417 APPROVING THE FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING THE TERMINATION OF DRAINAGE EASEMENTS; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE. (Barbara Chappell, Water Services Director)

20. **AUTHORIZE CONTRACT AMENDMENT FOR THE EXPENDITURE OF FUNDS FOR CIP PROJECT #60077 RAINBOW VALLEY WATER RECLAMATION FACILITY (WRF) EXPANSION AND #60110 RAINBOW VALLEY WRF OPERATIONAL IMPROVEMENTS**

RECOMMENDATION

Authorize the contract amendment for the expenditure of funds for Capital Improvement Program (CIP) Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements for GMP2 up to $7,750,000. (Barbara Chappell, Water Services Director)

21. **DEVELOPMENT AGREEMENT WITH ESTRELLA NORTH LLC FOR THE RAINBOW VALLEY WATER RECLAMATION FACILITY EXPANSION**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2412 APPROVING THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY (RVWRF) EXPANSION; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE (Barbara Chappell, Water Services Director)

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:

August 19, 2024	Special 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 July 3, 2024 at 4:58 p.m. by VM.

ITEM #: 1.
DATE: 07/08/2024
AI #:2150

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION
Approve the July 1, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

Attachments

July 1, 2024 Draft Regular Meeting Minutes

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

Monday, July 1, 2024	Immediately following the Work Session that begins at 5:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:16 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 MAYOR PIZZILLO

COMMUNICATIONS

1. **GOODYEAR C.E.R.T. SPRING 2024 CLASS GRADUATES**

Emergency Manager Brain Woodward recognized the recent graduates of the C.E.R.T. Spring 2024 class for their community service and underscored the significance of community preparedness for potential hazards.

2. **RECOGNITION OF LIFEGUARDS**

Recreation Superintendent Michael Beadle recognized Goodyear Aquatics Center lifeguards for their recent heroic efforts in saving a life. Mayor and Council expressed gratitude for their service to the Goodyear community.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no speakers.

CONSENT

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Wally Campbell to APPROVE Consent Agenda Items 3 through 10. 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 June 24, 2024. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR 7-ELEVEN #47390**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 296147, a request by Andrea Lewkowitz, agent of 7-ELEVEN #47390, for a new series 10 liquor license. 7-ELEVEN is located at 1035 N. Estrella Parkway Goodyear, AZ 85338 generally located on the northeast corner of Estrella Parkway and Roosevelt St. (Darcie McCracken, City Clerk)

5. **APPROVAL OF A LOCATION TRANSFER SERIES 9 (LIQUOR STORE) LIQUOR LICENSE AND SAMPLING PRIVILEGES FOR WINCO FOODS #130**

RECOMMENDATION

Recommend approval of Application No. 295437 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Ryan Witner Anderson has submitted this application for a Location Transfer Series 9 (Liquor Store) liquor license and sampling privileges for Winco Foods #130, which will be located at 15581 W. McDowell Rd., Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

6. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR COUNTRY GRIDDLE**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 263343, a request by Pedro Ruvalcaba Carbajal, agent/applicant for Country Griddle, for a New Series 12 Liquor License. Country Griddle is located at 330 N. Dysart Road. #101, Goodyear, AZ 85338 generally located on the northeast corner of Van Buren St. and Manzanita Dr. (Darcie McCracken, City Clerk)

7. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

8. **ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT COOPERATIVE AGREEMENT FOR WILDLAND FIRE DEPLOYMENTS**

RECOMMENDATION
Authorize the City Manager or designee to execute and approve the execution of the Arizona Department of Forestry and Fire Management Cooperative Agreement. (Tim Wayne, Deputy Fire Chief)

9. **ARIZONA FORESTRY AND FIRE MANAGEMENT FIRE RATE AGREEMENT**

RECOMMENDATION
Authorize the City Manager or designee to execute and approve the execution of the Arizona Department of Forestry and Fire Management Fire Rate Agreement, #AZ-GDY-2024-03. (Tim Wayne, Deputy Fire Chief)

10. **APPROVE AMENDMENT TO MULTI-PARTY AGREEMENT FOR BRINE DISPOSAL**

RECOMMENDATION
Approve the second amendment to the agreement regarding collaborative efforts to accept the municipal brackish water into the water reclamation supply system pipeline. (Barbara Chappell, Water Services Director)

BUSINESS

11. **APPROVE AMENDMENT 13 TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CITY OF GOODYEAR AND REGIONAL PUBLIC TRANSIT AUTHORITY**

Project Management Coordinator Christine McMurdy presented on the RideChoice and Dial-a-Ride, which provide rides to ADA certified customers. She spoke about Valley Metro and RideChoice as a cheaper, more flexible alternative to Dial-a-Ride, which is available citywide. She added that the number of Goodyear residents using RideChoice has doubled since FY24. Ms. McMurdy said that Valley Metro expects the costs to decline over the next 1-2 years due to Phoenix's introduction of RideChoice service.

Council voiced their strong support for the initiative, highlighting its potential to greatly benefit the older community.

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Councilmember Bill Stipp to AUTHORIZE the City Manager to approve Transit Services Amendment 13 between City of Goodyear and Regional Public Transit Authority (RPTA) and related FY2025 budget transfer. 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

12. **APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR TWO ACCESSIBLE VEHICLES TO BE USED FOR THE CONTINUED PROVISION OF MICROTRANSIT SERVICES IN GOODYEAR**

Project Management Coordinator Christine McMurdy presented on the potential ownership of two gently used ADA accessible vans that were previously used for Dial-a-Ride service. She provided background on the vehicles stating they were purchased before the Covid-19 pandemic, but are no longer needed. She added that this offer helps maintain service hours and reduces potential vehicle downtime, as the Federal Transit Administration does not allow unlimited spare vehicle ratios.

Council inquired about vehicle maintenance and storage to which Ms. McMurdy responded that it was all built into the project and agreement with the other stakeholders.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Vice Mayor Laura Kaino to AUTHORIZE the City Manager to approve an Intergovernmental Agreement between the City of Goodyear and the Regional Public Transit Authority (RPTA) for two accessible vehicles to be used for the continued provision of Microtransit services in Goodyear. 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

13. **ADOPTION OF THE CITY COUNCIL DISCRETIONARY FUNDS POLICY**

Finance Director Jared Askelson reviewed the policy and spoke about what the funds will cover such as travel, event registration, community outreach, charitable donations, and meals and events related to Council duties. He added that the dollar amounts are not in the policy and will be part of the budget discussion each year.

In response to a Council inquiry, Mr. Askelson confirmed that if the use is ineligible, the City Manager will consult the City Attorney for final determination, and if disagreement persists, the matter will be brought before the Council.

MOTION BY Vice Mayor Laura Kaino, **SECONDED BY Councilmember Sheri Lauritano to ADOPT the City Council Discretionary Funds Policy. The motion carried as follows:**

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

NAY: **Councilmember Bill Stipp**

Passed

INFORMATION ITEMS

Council spoke about attending the Night Market and how hot it was.

Council thanked the Fire Department and their support during a recent medical emergency.

City Manager Wynette Reed shared that over 1,300 people were in attendance during the Goodyear Night Market, which offered a diverse selection of vendors and handcrafted goods, and featured live music and food trucks.

Ms. Reed also spoke about the upcoming Star Spangled 4th, featuring fun activities like arts and crafts and water inflatables at the ballpark and recreation centers.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

July 8, 2024	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:01 p.m.

_____ _____

Joe Pizzillo, Mayor

Darcie McCracken, City Clerk

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on July 1, 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 #: 2.
DATE: 07/08/2024
AI #:2125

CITY COUNCIL ACTION REPORT

SUBJECT: **FINAL PLAT OF LIBERTY WELL SITE 19B**

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

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OTHER PRESENTER(S):
Kathi Walp, JMC Engineering

SUMMARY

A Final Plat of Liberty Well Site 19B subdividing approximately 0.230 acres into one lot on the site located east of the southeast corner of West Sells Drive and North Sarival Avenue (the "Property").

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Conditionally approve the Final Plat of Liberty Well Site 19B subdividing approximately 0.230 acres into one lot, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. All technical corrections to this final plat required by the City Engineer or designee shall be made prior to the recordation of the Final Plat of Liberty Well Site 19B;
2. Prior to recordation of the Final Plat, the property 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 party executing this final plat is authorized to do so;
3. The owner shall disclose to all future purchasers and tenants that the property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by

the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport. Such disclosure statement shall also be included in the Public Sales Report.

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 January 14, 2008, City Council approved the rezone for project 2006-200-00012, approving Ordinance No. 2007-1097 and effectively rezoning the property from Agricultural to Planned Area Development (PAD), with an underlying zoning of I-1, Light Industrial Park. On February 11, 2016, the Final Plat of “PV303 East – Phase A” was recorded in Book 1260 of Maps, Page 15 of the official records of Maricopa County. On October 16, 2023, the Development Services Department Director or designee, administratively authorized the subdivision of this property without the required Preliminary Plat for the proposed Liberty Well Site 19B.

STAFF ANALYSIS

This Final Plat proposes to split the existing Lot 5 within the “PV303 East – Phase A” subdivision into two lots, to facilitate the development of a public utility facility. The General Plan designates the subject property as ‘Industrial’. The ‘Industrial’ land use category provides for more intensive business and employment uses which have a greater impact on surrounding land uses. The existing zoning of PAD with an underlying zoning of I-1 is in conformance with the General Plan land use designation and this Final Plat is in conformance with the General Plan and zoning.

The Development Services Director or designee may waive the requirement for a preliminary plat for proposed subdivisions that will include 10 or fewer lots, tracts, or parcels if the proposed subdivision will be consistent with the zoning applicable to the subdivision, including compliance with the minimum size of each lot, tract and parcel required in the zoning applicable to the subdivision. If the requirement for a preliminary plat is waived, the subdivider may then proceed directly to the submission of a final plat and engineering plans.

As set forth above, 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.

Attachments

Aerial Map

Final Plat

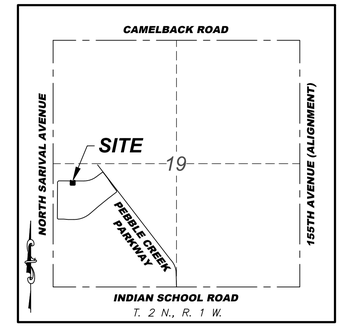
Name of Map: Aerial Exhibit

Description: LIBERTY WELL SITE 19B



FINAL PLAT
OF
LIBERTY WELL SITE 19B

A REPLAT OF A PORTION OF LOT 5, OF THE FINAL PLAT OF "PV303 EAST - PHASE A" RECORDED IN BOOK 1260 OF MAPS, PAGE 15, AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NO. 2016-0098051 OF OFFICIAL RECORDS, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
THAT LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF THE FINAL PLAT OF "LIBERTY WELL SITE 19B", A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 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.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., AN ARIZONA CORPORATION

BY: _____ DATE: _____
MOSES THOMPSON

ITS: _____
PRESIDENT OF LIBERTY UTILITIES

ACKNOWLEDGMENT

STATE OF _____ } SS
COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY

_____ AS _____ OF LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., AN ARIZONA CORPORATION

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

UTILITY NOTE

DATE UTILITY MAPS ORDERED: **DATE 10-24-23**

UTILITY TYPE	PROVIDER	STATUS
ELECTRIC	APS	RECEIVED
GAS	SWG	RECEIVED
TELEPHONE	COX	RECEIVED
TELEVISION	COX	RECEIVED
WATER	LIBERTY UTILITIES	RECEIVED
SEWER	LIBERTY UTILITIES	RECEIVED
STORM	COG	RECEIVED

NOTES

A. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
B. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
C. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   3. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
   4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   5. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
D. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   3. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
   4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
   5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
E. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
F. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
G. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE LOOP 303.
H. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
I. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
J. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½"REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
K. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 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 CITY OF GOODYEAR BRASS CAP CENTERLINE MONUMENT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, 1116.93 FEET NORTH 00 DEG. 15 MIN. 08 SEC. EAST OF THE SOUTHWEST CORNER OF SAID SECTION 19, FROM THE CENTERLINE MONUMENT A FOUND CITY OF GOODYEAR BRASS CAP CENTERLINE MONUMENT ON THE WEST SECTION LINE OF THE SOUTHWEST QUARTER OF SECTION 19, BEARS NORTH 00 DEG. 15 MIN. 08 SEC. EAST (BASIS OF BEARINGS), 1111.48 FEET;

THENCE NORTH 00 DEG. 15 MIN. 08 SEC. EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2203.41 FEET;

THENCE SOUTH 89 DEG. 45 MIN. 08 SEC. EAST DEPARTING SAID WEST LINE, A DISTANCE OF 401.62 FEET TO A POINT IN THE NORTH LINE OF LOT 5 AS SHOWN IN THE FINAL PLAT OF PV303 EAST-PHASE A RECORDED IN BOOK 1260 OF MAPS, PAGE 15, MCR, AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF WEST SELLS DRIVE AS SHOWN IN SAME, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEG. 45 MIN. 08 SEC. EAST ALONG SAID NORTH LINE AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 00 DEG. 14 MIN. 52 SEC. WEST DEPARTING SAID NORTH LINE AND SOUTH RIGHT-OFWAY LINE, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89 DEG. 45 MIN. 08 SEC. WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 00 DEG. 14 MIN. 52 SEC. EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR

RICK ENGINEERING COMPANY
2401 W. PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
PHONE: 602-957-3350
CONTACT: JARED HANSMANN
JHANSMANN@RICKENGINEERING.COM

OWNER

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., AN ARIZONA CORPORATION

AREAS

LOT 5A: 10,000 SQUARE FEET OR .230 ACRES, MORE OR LESS.

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE SALT AND GILA RIVER BASE AND MERIDIAN BETWEEN THE INTERSECTING CENTERLINE MONUMENTS OF WEST SELLS DRIVE AND WEST CHARLES BOULEVARD AS SHOWN ON THE FINAL PLAT OF PV303 EAST – PHASE A, RECORDED AS BOOK 1260, PAGE 15, MARICOPA COUNTY RECORDS.

SAID LINE BEARS SOUTH 00 DEGREES 15 MINUTES 08 SECONDS WEST PER BOOK 1260 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.

ZONING

ZONE: PAD (PLANNED AREA DEVELOPMENT) WITH AN UNDERLYING ZONING OF I-1 (LIGHT INDUSTRIAL PARK)
ZONING INFORMATION OBTAINED FROM MARICOPA COUNTY ASSESSORS WEBSITE.

*PER 2021 ALTA MINIMUM STANDARD DETAIL REQUIREMENTS: CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS AND HEIGHT AND FLOOR SPACE AREA RESTRICTIONS ARE TO BE PROVIDED TO THE SURVEYOR BY THE INSURER. THE CLASSIFICATION, REQUIREMENTS AND RESTRICTIONS HAVE NOT BEEN PROVIDED AT THE TIME OF THIS SURVEY. THE ZONING CLASSIFICATIONS SHOWN ARE FOR REFERENCE.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR (JOE PIZZILLO)

ATTEST: _____
CLERK (DARCIE McCRACKEN)

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.

BY: _____
CITY ENGINEER (STEPHEN SCINTO)

CERTIFICATION

I, JARED HANSMANN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS FINAL PLAT CONSISTING OF TWO (2) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF NOVEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THAT THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ DATE
JARED HANSMANN
2401 W. PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
PHONE: 602-957-3350
JHANSMANN@RICKENGINEERING.COM

NO.	BY	DATE	REVISION

SURVEYOR:

2401 W. PEORIA AVE SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

DRAWN BY: DB | SCALE: NTS
CHECKED BY: JH | DATE: 6/18/2024

FINAL PLAT
LIBERTY WELL SITE 19B
GOODYEAR, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

PROJECT NO.
6959
SHEET NO. 1 OF 2

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CALCULATED POSITION
WEST QUARTER CORNER OF SECTION 19, T2N, R1W.,

401.42'

FOUND BRASS CAP IN HANDHOLE
CENTERLINE MONUMENT USED FOR BASIS OF BEARING
AS SHOWN IN BOOK 1260 OF MAPS, PAGE 15,
MARICOPA COUNTY RECORDS

LOT 1
APN 501-02-937A
BOOK 1579, PAGE 47 M.C.R.
NOT A PART

25' R/W
BK. 1260, PG. 159, M.C.R.

25' R/W
BK. 1260, PG. 159, M.C.R.

WEST SELLS DRIVE

S89°45'08"E 763.30'

25.00'

S89°45'08"E 72.00'

S89°45'08"E 691.31'

TAGGED LS 46649

329.62'

100.00'

261.69'

L=324.38' R=500.00' Δ=37°10'16"

L=340.60' R=525.00' Δ=37°10'16"

N53°04'36"E 297.64'

N53°04'36"E 202.63'

BENT NO TAG

N45°15'00"E 42.42'

BENT NO TAG

POINT OF BEGINNING

N00°14'52"E 100.00'

LOT 5A
10,000 SQUARE FEET±
0.230 ACRES±

S00°14'52"W 100.00'

N89°45'08"W 100.00'

8' P.U.E. AND L.S.E.
BK. 1260, PG. 159, M.C.R.

LOT 2
APN 501-62-948
BOOK 1730, PAGE 28 M.C.R.
NOT A PART

NORTH PEBBLECREEK PARKWAY

N36°55'24"W 224.56'

S36°55'24"E 636.84'

N33°25'27"W 180.37'

N36°55'24"W 253.43'

TRACT C
NOT A PART

42' R/W
BK. 1260, PG. 159, M.C.R.

LOT 1R
APN 501-02-927
BOOK 1344, PAGE 29 M.C.R.
NOT A PART

NORTH SARIVAL AVENUE

S00°15'08"W 2629.83'

BASIS OF BEARINGS N00°15'08"E 1111.48'

N00°15'08"E 983.49'

LOT 5
APN 501-02-911B
BOOK 1260, PAGE 10 M.C.R.
NOT A PART

APN 501-62-866
BOOK 727, PAGE 23 M.C.R.
NOT A PART

L=969.65' R=13334.00' Δ=3°54'31"

L=1012.61' R=13232.00' Δ=4°23'54"

WEST CHARLES BOULEVARD

BENT NO TAG

70 0 70 140
SCALE FEET

N44°45'54"W 29.71'

CAP ILLEGIBLE

BENT NO TAG

TAGGED LS 46649

N89°44'52"W 149.00'

N84°59'15"W 120.50'

N89°44'52"W 155.87'

L=480.34' R=666.00' Δ=41°19'24"

L=510.63' R=708.00' Δ=41°19'24"

FOUND BRASS CAP FLUSH CENTERLINE
MONUMENT USED FOR BASIS OF BEARING AS
SHOWN IN BOOK 1260 OF MAPS, PAGE 15,
MARICOPA COUNTY RECORDS
POINT OF COMMENCEMENT

S89°44'52"E 487.96'

1085.10'

LOT 1
APN 501-62-881A
BOOK 1706, PAGE 50 M.C.R.
NOT A PART

APN 501-62-869
BOOK 727, PAGE 23 M.C.R.
NOT A PART

WEST INDIAN SCHOOL ROAD
(PUBLIC ROADWAY)

31.83'

FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE
SOUTHWEST CORNER OF SECTION 19, T2N, R1W,

LEGEND

⊙	FOUND 'PK' NAIL
●	FOUND 1/2" REBAR, TAGGED LS 45877, UNLESS OTHERWISE STATED
◙	FOUND ALUMINUM CAP HANDHOLE
◉	FOUND CITY OF GOODYEAR BRASS CAP FLUSH
◙	FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE
M.C.R.	MARICOPA COUNTY RECORDS
BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
DKT.	DOCKET NUMBER
APN	ASSESSOR PARCEL NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
R/W	RIGHT OF WAY

BOUNDARY LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

NO.	BY	DATE	REVISION

SURVEYOR:

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: DB SCALE: 1" = 70'
CHECKED BY: JH DATE: 6/18/2024

FINAL PLAT
LIBERTY WELL SITE 19B
GOODYEAR, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
6959
SHEET NO. 2 OF 2

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ITEM #: 3.
DATE: 07/08/2024
AI #:2145

CITY COUNCIL ACTION REPORT

SUBJECT: **FINAL PLAT OF LA JOLLA VISTA - PHASE 1**

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

---

OTHER PRESENTER(S):

Karson Donaldson, EPS Group

SUMMARY

A Final Plat subdividing approximately 111.81 acres into 387 lots and 34 tracts on the north side of Lower Buckeye Road between Cotton Lane and Citrus Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Final Plat of La Jolla Vista – PHASE 1, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. This final plat shall not be recorded until Roosevelt Irrigation District and Maricopa County have approved the construction plans for the public infrastructure to be constructed within boundaries of the final plat;

2. Prior to recordation of this final plat, all technical corrections to this final plat required by the City Engineer or his designee shall be made; and

3. Prior to recordation of this final plat, Owner shall submit an updated title report for the property included within the boundaries of the Final Plat (the "Platted Property') 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 Platted Property. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat is authorized to do so; and

4. Prior to recordation of this final plat, the dedication of the tracts to the La Jolla Vista Community Association (HOA) shall be revised to reflect that tracts 1A through 1D inclusive, tracts 1F through 2F, inclusive, and tract 2H are being conveyed to the HOA; and

5. Prior to the recordation of this final plat the following note shall be added to the final plat: "The La Jolla Community Association (HOA) shall ensure that all paths and trails within the Platted Property are cleared, visible, and safely accessible to all users, and the HOA shall maintain all landscaping within the street right-of-way within or abutting Platted Property except for landscaping within medians located within any arterial street."; and

6. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Occupancy for any structure within the Platted Property except for model homes shall be issued until full half-street improvements for the north-half of the section of W. Lower Buckeye Road between 173 rd Avenue and Citrus Road required for a Minor Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of one-half (½) the median and one-half (½) the median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Lower Buckeye Road Improvements”) have been completed. The Lower Buckeye Road Improvements will be completed when accepted by the City Engineer of his designee subject to completion of the two-year warranty period; and

7. Unless already paid, prior to recordation of this final plat or the issuance of any construction permit for work within the Platted Property, whichever is earlier, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Road between 173 rd Avenue and Citrus Road. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee; and

8. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Occupancy for any structure within the Platted Property except for model homes shall be issued until full half-street improvements for the west-half of the section of S. 173rd Avenue along or adjacent to the frontage of the Platted Property required for a Major Collector as set forth in the Engineering Design Standards in effect when the improvements are constructed, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting, and a full median from Lower Buckeye Road connecting into the existing median, which is approximately 100-feet north of the northern property line, have been completed (the “173rd Avenue Improvements”). The 173 rd Avenue Improvements will be completed when accepted by the City Engineer of his designee subject to completion of the two-year warranty period. (The City shall reimburse Owner the money the City collected from the adjacent property owner as a contribution towards the cost of the median and median landscaping); and

9. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Occupancy for any structure within the Platted Property except for model homes shall be issued until full street improvements for the north half and the south half of the section of W. Magnolia Street required for a Local Street as set forth in the Engineering Design Standards in effect when the improvements are constructed, including, but not limited to, pavement, curb

and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting have been completed (the “Magnolia Street Improvements”). The Magnolia Street Improvements will be completed when accepted by the City Engineer of his designee subject to completion of the two-year warranty period; and

10. Unless already paid, prior to recordation of this final plat or the issuance of any construction permit for work within the Platted Property, whichever is earlier, Owner shall remit the following payments to the City:

a. 25% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. 173rd Avenue.
b. 50% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. 175th Avenue.

11. Unless already paid, prior to recordation of this final plat, Owner shall remit a cost recovery payment to the City in the amount of $496,220.16 for payments owed for regional wastewater lines B and E, which have been fully constructed, pursuant to the Cost Recovery Resolution 06-1065 as modified by Resolution 14-1622 and as further modified by Resolution 16-1748 (the “Wastewater CRO”); and

12. Unless already paid, prior to recordation of this final plat, Owner shall remit a cost recovery payment to the city in the amount of $198,333.00 for payments owed for regional water lines A and B, which have been fully constructed, pursuant to the Cost Recovery Resolution 06-1064 as modified by Resolution 14-1621 and as further modified by Resolution 16-1747 (the “Water CRO); and

13. No Certificate of Completion, Temporary Certificate of Completion or Certificate of Occupancy for any structure within the Platted Property except for model homes shall be issued until the Centralized Park Phase 1 Improvements described in Ordinance 2022-1545, have been substantially completed as determined by the City of Goodyear Building Official or his designee. The Centralized Park Phase 1 Improvements include:

- splash pad with shaded seating;
- A restroom facility; and
- A minimum of two (2) Pickleball courts; and
- A basketball court; and
- A resort-style pool that includes at least one lap lane (may be contained within two pools); and
- A gas fire pit; and
- A game lawn with games such as cornhole, bocce ball, or the like;
- A ramada with shade and a barbeque grill; and
- Shaded or trellised seating areas; and
- A shaded tot lot

14. Unless already completed, prior to recordation of this final plat or the issuance of any construction for work within the Property, Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear.

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 October 24, 2022, the City adopted Ordinance No. 2022-1545 and the associated Map 21-17 with Case Number 21-200-00017, to effectively rezone the property from the previous PAD zoning to the current R1-6 with PAD Overlay and R1-4 with PAD Overlay.

On February 3,2023, after determining that the preliminary plat complied with public objectives, subdivision design principles and standards, and streets and thoroughfare planning and the reports and studies submitted in support of the preliminary plat demonstrated the adequacy of utilities, open space and other public facilities needed to serve the development, staff administratively approved the Preliminary Plat for the site with stipulations, under Case Number 21-500-00014. This final plat covers Phase 1 of the development and consists of approximately 111.81 acres of the approximately 201.01 total acres for La Jolla Vista.

STAFF ANALYSIS

The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city’s subdivision regulations and engineering standards and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

1. Final Plat
2. Aerial Map

FINAL PLAT OF
“LA JOLLA VISTA – PHASE ONE”

A PORTION OF THE SOUTH HALF OF SECTION 14,
TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "LA JOLLA VISTA – PHASE ONE", A PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS "R/W *" SHOWN ON THIS FINAL PLAT, AND INCLUDED IN THE PREMISES DESCRIBED HEREON.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES. NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS. OVER AND UNDER THOSE AREAS WITHIN TRACTS 1A THROUGH 2F INCLUSIVE, AND 2H 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, CONSTRUCTION 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.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER. HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS '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.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER. HEREBY DECLARES TRACTS 1A THROUGH 2D, INCLUSIVE, 1F THROUGH 2F, INCLUSIVE, AND 2H 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 LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, AND. SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION TRACTS 1A THROUGH 1D, INCLUSIVE, 1F THROUGH 2F, INCLUSIVE, AND 2H FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 1A, 1C, 1D, 1E, 1H, 1I, 1J, 1K, 1M, 1N, 1O, 1S, 1U, 2F AND 2H 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 1A, 1C, 1D, 1E, 1H, 1I, 1J, 1K, 1M, 1N, 1O, 1S, 1U, 2F AND 2H.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACTS 1A AND 1M DESIGNATED AS "SE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE AND ACCESS EASEMENT AREAS"). THE WASTEWATER LINE AND ACCESS 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") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE AND ACCESS 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 AND ACCESS EASEMENT AREAS AND THE WASTEWATER LINE AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WASTEWATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT–OF–WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WASTEWATER LINE AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WASTEWATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WASTEWATER LINE AND ACCESS 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 AND ACCESS EASEMENT AREAS.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT 1S DESIGNATED AS "WE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREON ARE 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") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT–OF–WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. 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 WATER AND 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 WATER AND ACCESS EASEMENT AREAS.

SUBJECT TO THE TERMS SET FORTH HEREIN, THE CITY OF GOODYEAR GRANTS LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION A MEDIAN AND LANDSCAPE EASEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND LANDSCAPING WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" 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, LA JOLLA VISTA COMMUNITY ASSOCIATION, EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN, REPAIR, 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. LA JOLLA VISTA COMMUNITY ASSOCIATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT–OF–WAY. LA JOLLA VISTA COMMUNITY 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 LANDSCAPING INSTALLED WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS "MLE" GRANTED HEREON, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN THOSE AREAS IN THIS FINAL PLAT DESIGNATED AS MLE GRANTED HEREON. LA JOLLA VISTA COMMUNITY 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 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, LA JOLLA VISTA COMMUNITY ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD LA JOLLA VISTA COMMUNITY ASSOCIATION 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 LA JOLLA VISTA COMMUNITY 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.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON–EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH TRACT 1U AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSE OF PROVIDING, RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON–EXCLUSIVE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT 1U.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF ENHANCED PAVEMENT OVER THE AREA DESIGNATED AS ENHANCED PAVEMENT AREA "EPE" WITHIN RIGHT–OF–WAY BEING CONVEYED TO THE CITY HEREON, LA JOLLA VISTA COMMUNITY ASSOCIATION ("OWNER") AGREES THAT ENHANCED PAVEMENT SHALL BE INSTALLED AT OWNER'S SOLE COST IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. UPON COMPLETION OF THE ENHANCED PAVEMENT AND ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY ENGINEER OR HIS/HER DESIGNEE FOLLOWING THE EXPIRATION OF A TWO–YEAR WARRANTY PERIOD, LA JOLLA VISTA COMMUNITY ASSOCIATION AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE THE ENHANCED PAVEMENT SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS–OF–WAY SHALL BE OBTAINED. LA JOLLA VISTA COMMUNITY 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 ENHANCED PAVEMENT, INCLUDING THE FAILURE TO MAINTAIN THE ENHANCED PAVEMENT AS REQUIRED HEREIN. EXCEPT AS PROVIDED HEREIN, LA JOLLA VISTA COMMUNITY ASSOCIATION SHALL REPAIR, REPLACE AND/OR MAINTAIN THE ENHANCED PAVEMENT IMPROVEMENTS WITHIN SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE ENHANCED PAVEMENT IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE REPAIRS TO ITS STREETS/RIGHTS–OF–WAY, INCLUDING THE STREETS/RIGHTS–OF–WAY WITHIN THE ENHANCED PAVEMENT AREA IN ANY FASHION IT DEEMS NECESSARY WITHOUT NOTICE TO THE LA JOLLA VISTA COMMUNITY ASSOCIATION WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE ENHANCED PAVEMENT IMPROVEMENTS PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE SIXTY (60) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY OF THE ROAD, NOT THE ENHANCED PAVEMENT IMPROVEMENTS, AND FOLLOWING SUCH IMPROVEMENTS, THE CITY SHALL NOTIFY THE LA JOLLA VISTA COMMUNITY ASSOCIATION OF THE NEED FOR REPAIRS, REPLACEMENTS AND/OR MAINTENANCE SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF THE LA JOLLA VISTA COMMUNITY ASSOCIATION FAILS TO COMPLETE SUCH REPAIRS WITHIN THE SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE LA JOLLA VISTA COMMUNITY ASSOCIATION SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE LA JOLLA VISTA COMMUNITY ASSOCIATION'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE LA JOLLA VISTA COMMUNITY ASSOCIATION'S OBLIGATIONS HEREUNDER.

TRACT "1E" IS NOT DEDICATED TO THE PUBLIC, BUT RESERVED AS A FUTURE SCHOOL SITE.

TRACT "2G" IS NOT DEDICATED TO THE PUBLIC, BUT RESERVED AS A WELL SITE.

IN WITNESS WHEREOF: CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA 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.

BY: CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: HINTON FINANCIAL SERVICES, INC., A COLORADO CORPORATION
ITS: SOLE MEMBER AND MANAGER

BY:_____________________________
BRAD CLOUGH PRESIDENT

DATE:________________________________

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS ____ DAY OF ________________. 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _________________________, WHO ACKNOWLEDGED SELF TO BE _________________________ OF CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: ________________________ ________
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: BY THIS RATIFICATION AND CONSENT, LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION: (I) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE EASEMENTS DEDICATED TO LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION REFLECTED HEREIN; (II) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) AND HEREBY ACCEPTS OWNERSHIP OF TRACTS 1A THROUGH 1D, 1F THROUGH 2F AND 2H INCLUSIVE, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS GRANTED HEREIN, THAT ARE CONVEYED TO LA JOLLA VISTA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION AS PROVIDED HEREIN.

IN WITNESS WHEREOF, ________________________ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF ________________. 2024

LA JOLLA VISTA COMMUNITY ASSOCIATION,
AN ARIZONA NON–PROFIT CORPORATION

BY: _________________________________

ITS: _________________________________

ACKNOWLEDGMENT

PROVINCE OF ALBERTA } SS.
CITY OF EDMONTON }

THE FOREGOING INSTRUMENT (MAP OF DEDICATION FOR LA JOLLA VISTA) WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____________________, 2024 BY BRAD CLOUGH, WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF HINTON FINANCIAL SERVICES, INC., THE SOLE MEMBER AND MANAGER OF CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

GIVEN AT THE CITY OF EDMONTON, IN THE PROVINCE OF ALBERTA THIS _____ DAY OF _____________, 2024.

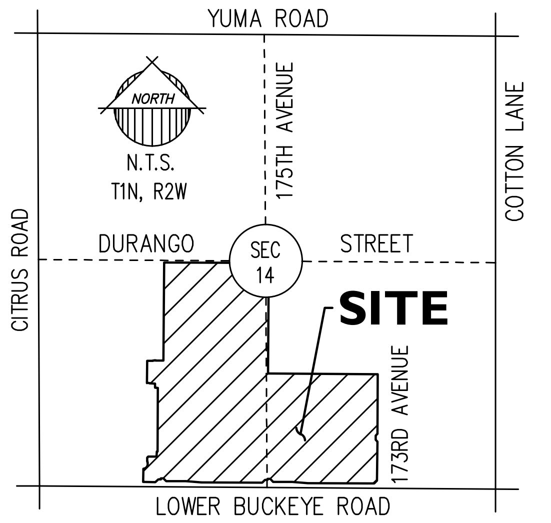
____
SIGNATURE

____
NAME OF NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	R1–4 & R1–6 (RESIDENTIAL)
LOTS (387 LOTS)	54.1453 AC.
SCHOOL SITE (TRACT 1E)	12.5421 AC.
WELL SITE (TRACT 2G)	0.2732 AC.
OPEN SPACE (TRACTS 1A–1D, 1F–2F, 2H)	21.9986 AC.
RIGHT OF WAY	22.8480 AC.
TOTAL	111.8072 AC.

SEE TRACT USE TABLE ON SHEET 3



VICINITY MAP

NOT TO SCALE

OWNER / DEVELOPER

CITRUS & LOWER BUCKEYE, LLC
10218–111 STREET NW
EDMONTON AB, CANADA T5K1K9
CONTACT: PHIL DEANGELIS
EMAIL: pdeangelis@craltd.com

ENGINEER

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: JOEL SAUREY, PE
joel.saurey@epsgroupinc.com

SHEET INDEX

1	COVER, DEDICATION, AREA SUMMARY TABLE, NOTES, BASIS OF BEARING, CERTIFICATIONS
2	NOTES, LEGAL DESCRIPTION
2	SHEET INDEX, DETAIL, TRACT USE TABLE
3	LINE TABLE, CURVE TABLE, LOT AREA TABLE, LEGEND
4–14	FINAL PLAT

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST, BEARING: **NORTH 89 DEGREE 55 MINUTES 33 SECONDS EAST**

UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK /COX
CABLE TV	CENTURYLINK / COX
REFUSE	CITY OF GOODYEAR
FIRE	CITY OF GOODYEAR
POLICE	CITY OF GOODYEAR

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF ________________. 2024.

BY: _______________________________
MAYOR: JOE PIZZILLO

BY: _______________________________
CITY CLERK: DARCIE MCCRACKEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF ________________. 2024.

BY: _______________________________
CITY ENGINEER:

FINAL PLAT CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2023; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N.. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

37495
ROBERT A.
JOHNSTON
6/20/24

NOTE:
A.R.S. 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

EPS GROUP
1130 N. Alma School Rd, Suite 120
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www.epsgroupinc.com

Project:
“LA JOLLA VISTA - PHASE ONE”
GOODYEAR, ARIZONA
FINAL PLAT OF

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by:	A.G.
Reviewed by:	R.J.

Job No.
20-1595

FP01

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DEDICATION

A. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.

B. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

D. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.

1. THE OWNER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
3. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.

1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
3. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS 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 AND/OR THE PHOENIX-GOODYEAR AIRPORT. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEBUILDER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.

I. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

J. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LAGER POWER LINES.

K. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

L. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

M. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF GOODYEAR CODES AND ORDINACES.

N. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE LA JOLLA VISTA COMMUNITY ASSOCIATION.

O. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHTOF-WAY, PRIVATE STREET TRACT, AND/OR PUBLIC UTILITY EASEMENT (PUE).

P. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. (26, 61, 68, 69, 76, 77, 89, 104, 105, 123, 152, 153, 194, 195, 224, 225, 237, 238, 249, 250, 264, 265, 279, 280, 287, 289, 302, 303, 316, 318, 327, 340, 341, 354, 387).

Q. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS (97, 98, 102, 103, 155, 188, 193, 194, 211, 262, 281, 286, 320, 372, 373, 378, 383)

R. OWNER SHALL OBTAIN FROM ALL INITIAL HOMEBUYERS AN EXECUTED ACKNOWLEDGEMENT THAT RUNS WITH THE LAND IN WHICH THE HOMEBUYER ACKNOWLEDGES THAT THE LOT THEY ARE PURCHASING IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE; AND SUBJECT TO NOISE, CHEERING, PICKLEBALL PADDLES MAKING CONTACT WITH PICKLEBALLS, BOUNCING BALLS, SPLASHES AND OTHER LOUD NOISES COMMONLY ASSOCIATED WITH RECREATION CENTERS, PARKS AND THE LIKE

S. OWNER WHO RENTS MORE THAN ONE RESIDENTIAL UNIT WITHIN THE PROPERTY SHALL OBTAIN AN EXECUTED ACKNOWLEDGMENT FROM EACH TENANT IN WHICH THE TENANT ACKNOWLEDGES THAT THE RESIDENTIAL UNIT THEY ARE RENTING IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE; AND SUBJECT TO NOISE, CHEERING, PICKLEBALL PADDLES MAKING CONTACT WITH PICKLEBALLS, BOUNCING BALLS, SPLASHES AND OTHER LOUD NOISES COMMONLY ASSOCIATED WITH RECREATION CENTERS, PARKS AND THE LIKE

T. SIGNAGE SHALL BE POSTED WITHIN ALL SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES THAT THE PROPERTY IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE; AND SUBJECT TO NOISE, CHEERING, PICKLEBALL PADDLES MAKING CONTACT WITH PICKLEBALLS, BOUNCING BALLS, SPLASHES AND OTHER LOUD NOISES COMMONLY ASSOCIATED WITH RECREATION CENTERS, PARKS AND THE LIKE

U. SIGNAGE SHALL BE POSTED WITHIN ALL SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE: ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY. THIS DISPLAY SHALL INCLUDE A 24-INCH X 36-INCH MAP AT THE MAIN ENTRANCE OF SUCH SALES AND RENTAL OFFICES AND SHALL INCLUDE THE APPROXIMATE LOCATIONS OF THE LUKE AIR FORCE BASE: ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY AND ALL OF THE BUILDINGS ON THE PROPERTY

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP AT THE SOUTHWEST CORNER OF SAID SECTION 14, FROM WHICH A PK NAIL WITH WASHER TAGGED "RPA RLS 57280" AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, BEARS NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST (AN ASSUMED BEARING) 2,645.66 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 1205.03 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 55.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 150.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 5 DEGREES 27 MINUTES 12 SECONDS WEST A DISTANCE OF 55.00 FEET;

THENCE NORTHEASTERLY 97.88 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 101 DEGREES 57 MINUTES 44 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 45.20 FEET;

THENCE NORTH 44 DEGREES 55 MINUTES 33 SECONDS EAST, 16.97 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 98.00 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 60.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 10.00 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 740.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 34.85 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 52.34 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY 16.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 21 MINUTES 30 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 55.00 FEET;

THENCE WESTERLY 24.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 03 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 258.68 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS EAST, 64.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS;

THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS EAST, 92.21 FEET;

THENCE NORTH 0 DEGREES 01 MINUTES 07 SECONDS WEST, 1140.20 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, 1215.76 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 10 SECONDS EAST, 1283.54 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS EAST, 1276.46 FEET;

THENCE SOUTH 0 DEGREES 04 MINUTES 22 SECONDS EAST, 689.86 FEET;

THENCE SOUTH 44 DEGREES 58 MINUTES 57 SECONDS WEST, 28.26 FEET;

THENCE SOUTH 0 DEGREES 04 MINUTES 22 SECONDS EAST, 50.00 FEET;

THENCE SOUTH 45 DEGREES 01 MINUTES 13 SECONDS EAST, 28.31 FEET;

THENCE SOUTH 0 DEGREES 04 MINUTES 22 SECONDS EAST, 454.95 FEET;

THENCE SOUTH 44 DEGREES 55 MINUTES 09 SECONDS WEST, 46.68 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 39 SECONDS WEST, 770.82 FEET;

THENCE NORTH 86 DEGREES 16 MINUTES 30 SECONDS WEST, 180.40 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 39 SECONDS WEST, 225.78 FEET;

THENCE NORTH 45 DEGREES 04 MINUTES 54 SECONDS WEST, 46.66 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 30.00 FEET;

THENCE SOUTH 0 DEGREES 04 MINUTES 27 SECONDS EAST, 12.01 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 30.00 FEET;

THENCE SOUTH 44 DEGREES 55 MINUTES 33 SECONDS WEST, 46.67 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 705.47 FEET;

THENCE NORTH 86 DEGREES 15 MINUTES 36 SECONDS WEST, 180.40 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 229.79 FEET;

THENCE NORTH 45 DEGREES 04 MINUTES 27 SECONDS WEST, 46.67 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 30.00 FEET;

THENCE SOUTH 0 DEGREES 04 MINUTES 27 SECONDS EAST, 12.00 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 30.00 FEET;

THENCE SOUTH 44 DEGREES 55 MINUTES 33 SECONDS WEST, 46.67 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 141.84 FEET TO THE POINT OF BEGINNING.

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FINAL PLAT OF

"LA JOLLA VISTA - PHASE ONE"

GOODYEAR, ARIZONA

Project:

Revisions:

Call at least two full working days before you begin excavation.
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Drawn by: A.G.
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
6/24/24

Job No.
20-1595

FP01

Sheet No.
2
of 14

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Final Plat\20-1595 - Final Plat.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°04'27"W	150.25'
L2	N00°04'27"W	45.20'
L3	N44°55'33"E	16.97'
L4	N89°55'33"E	98.00'
L5	N00°04'27"W	60.00'
L6	N89°55'33"E	10.00'
L7	S89°55'33"W	34.85'

LINE TABLE		
LINE	BEARING	LENGTH
L8	N00°04'27"W	50.00'
L9	S89°55'33"W	52.34'
L10	N89°58'53"E	64.95'
L11	N89°58'53"E	92.21'
L12	S44°58'57"W	28.26'
L13	S00°04'22"E	50.00'
L14	S45°01'13"E	28.31'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S44°55'09"W	46.68'
L16	N86°16'30"W	180.40'
L17	S89°54'39"W	225.78'
L18	N45°04'54"W	46.66'
L19	S89°55'33"W	30.00'
L20	S00°04'27"E	12.01'
L21	S89°55'33"W	30.00'

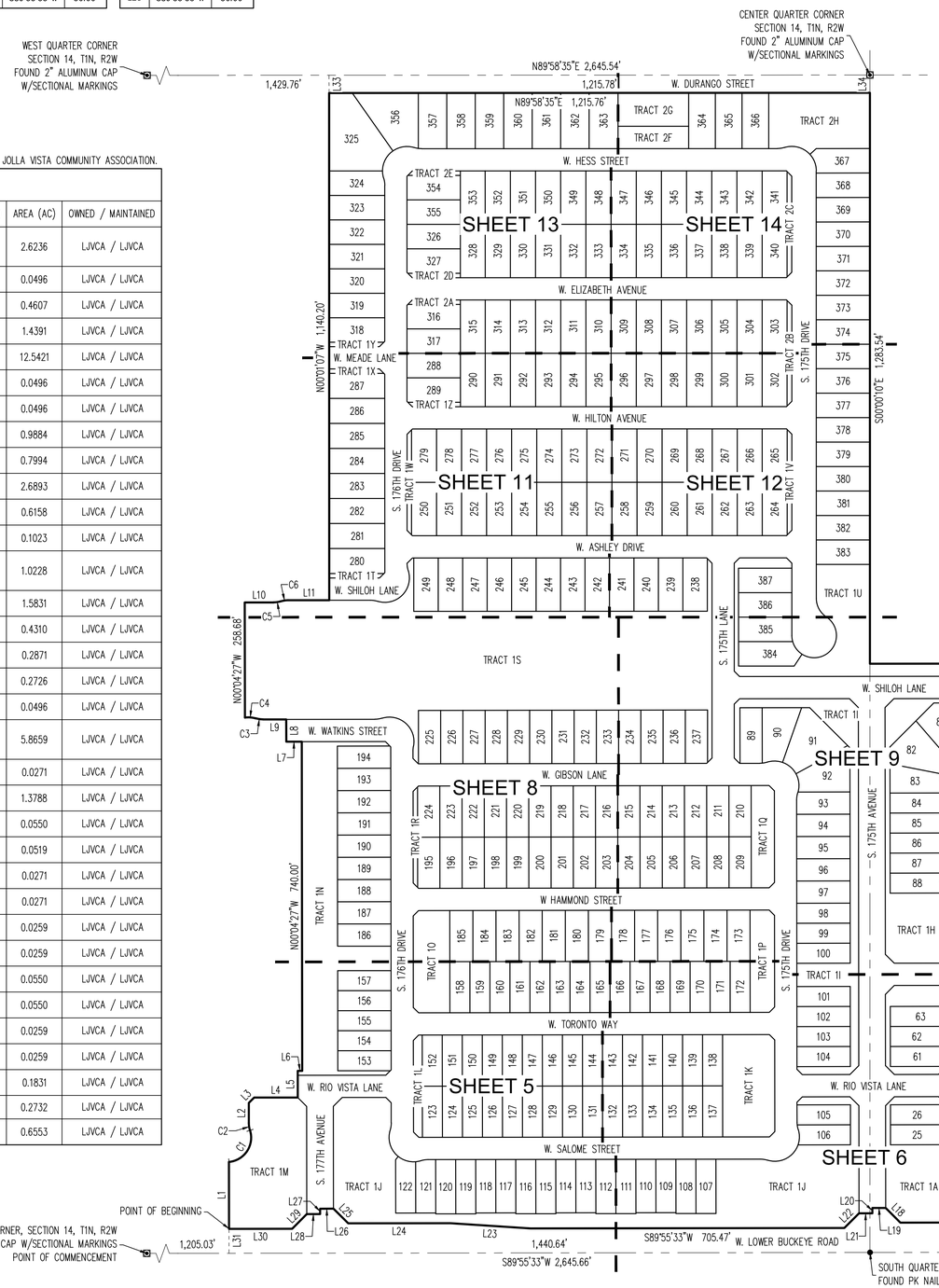
LINE TABLE		
LINE	BEARING	LENGTH
L22	S44°55'33"W	46.67'
L23	N86°15'36"W	180.40'
L24	S89°55'33"W	229.79'
L25	N45°04'27"W	46.67'
L26	S89°55'33"W	30.00'
L27	S00°04'27"E	12.00'
L28	S89°55'33"W	30.00'

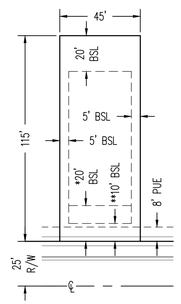
LINE TABLE		
LINE	BEARING	LENGTH
L29	S44°55'33"W	46.67'
L30	S89°55'33"W	141.84'
L31	N00°04'27"W	55.00'
L32	N00°05'21"W	55.00'
L33	S00°01'25"E	40.00'
L34	N00°00'10"W	40.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	97.88'	55.00'	101°57'44"	85.46'	N33°33'56"E
C2	16.65'	55.00'	17°20'29"	16.58'	N08°44'41"W
C3	16.66'	55.00'	17°21'30"	16.60'	N81°23'42"W
C4	24.46'	55.00'	25°29'03"	24.26'	N85°27'28"W
C5	16.65'	55.00'	17°20'29"	16.58'	N81°18'38"E
C6	16.65'	55.00'	17°20'29"	16.58'	N81°18'38"E

LJVCA – LA JOLLA VISTA COMMUNITY ASSOCIATION.

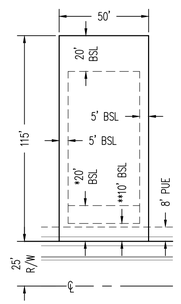
TRACT USE TABLE				
TRACT	USE	AREA (SF)	AREA (AC)	OWNED / MAINTAINED
TRACT 1A	LANDSCAPE / OPEN SPACE / RETENTION / SEWER EASEMENT / PUE	114,283	2.6236	LJVCA / LJVCA
TRACT 1B	LANDSCAPE / OPEN SPACE / PUE	2,160	0.0496	LJVCA / LJVCA
TRACT 1C	LANDSCAPE / OPEN SPACE / RETENTION / PUE	20,066	0.4607	LJVCA / LJVCA
TRACT 1D	LANDSCAPE / OPEN SPACE / RETENTION / PUE	62,685	1.4391	LJVCA / LJVCA
TRACT 1E	FUTURE SCHOOL SITE / RETENTION / PUE	546,334	12.5421	LJVCA / LJVCA
TRACT 1F	LANDSCAPE / OPEN SPACE / PUE	2,160	0.0496	LJVCA / LJVCA
TRACT 1G	LANDSCAPE / OPEN SPACE / PUE	2,160	0.0496	LJVCA / LJVCA
TRACT 1H	LANDSCAPE / OPEN SPACE / RETENTION / PUE	43,056	0.9884	LJVCA / LJVCA
TRACT 1I	LANDSCAPE / OPEN SPACE / RETENTION / PUE	34,823	0.7994	LJVCA / LJVCA
TRACT 1J	LANDSCAPE / OPEN SPACE / RETENTION / PUE	117,145	2.6893	LJVCA / LJVCA
TRACT 1K	LANDSCAPE / OPEN SPACE / RETENTION / PUE	26,826	0.6158	LJVCA / LJVCA
TRACT 1L	LANDSCAPE / OPEN SPACE / PUE	4,456	0.1023	LJVCA / LJVCA
TRACT 1M	LANDSCAPE / OPEN SPACE / RETENTION / SEWER EASEMENT / PUE	44,552	1.0228	LJVCA / LJVCA
TRACT 1N	LANDSCAPE / OPEN SPACE / RETENTION / PUE	68,960	1.5831	LJVCA / LJVCA
TRACT 1O	LANDSCAPE / OPEN SPACE / RETENTION / PUE	18,776	0.4310	LJVCA / LJVCA
TRACT 1P	LANDSCAPE / OPEN SPACE / PUE	12,506	0.2871	LJVCA / LJVCA
TRACT 1Q	LANDSCAPE / OPEN SPACE / PUE	11,876	0.2726	LJVCA / LJVCA
TRACT 1R	LANDSCAPE / OPEN SPACE / PUE	2,160	0.0496	LJVCA / LJVCA
TRACT 1S	LANDSCAPE / OPEN SPACE / RETENTION / WATER EASEMENT / PUE / AMENITIES	255,517	5.8659	LJVCA / LJVCA
TRACT 1T	LANDSCAPE / OPEN SPACE / PUE	1,180	0.0271	LJVCA / LJVCA
TRACT 1U	LANDSCAPE / OPEN SPACE / RETENTION / PUE	60,059	1.3788	LJVCA / LJVCA
TRACT 1V	LANDSCAPE / OPEN SPACE / PUE	2,397	0.0550	LJVCA / LJVCA
TRACT 1W	LANDSCAPE / OPEN SPACE / PUE	2,260	0.0519	LJVCA / LJVCA
TRACT 1X	LANDSCAPE / OPEN SPACE / PUE	1,180	0.0271	LJVCA / LJVCA
TRACT 1Y	LANDSCAPE / OPEN SPACE / PUE	1,180	0.0271	LJVCA / LJVCA
TRACT 1Z	LANDSCAPE / OPEN SPACE / PUE	1,130	0.0259	LJVCA / LJVCA
TRACT 2A	LANDSCAPE / OPEN SPACE / PUE	1,130	0.0259	LJVCA / LJVCA
TRACT 2B	LANDSCAPE / OPEN SPACE / PUE	2,397	0.0550	LJVCA / LJVCA
TRACT 2C	LANDSCAPE / OPEN SPACE / PUE	2,397	0.0550	LJVCA / LJVCA
TRACT 2D	LANDSCAPE / OPEN SPACE / PUE	1,130	0.0259	LJVCA / LJVCA
TRACT 2E	LANDSCAPE / OPEN SPACE / PUE	1,130	0.0259	LJVCA / LJVCA
TRACT 2F	LANDSCAPE / OPEN SPACE / RETENTION / PUE	7,977	0.1831	LJVCA / LJVCA
TRACT 2G	WELL SITE	11,900	0.2732	LJVCA / LJVCA
TRACT 2H	LANDSCAPE / OPEN SPACE / RETENTION / PUE	28,544	0.6553	LJVCA / LJVCA





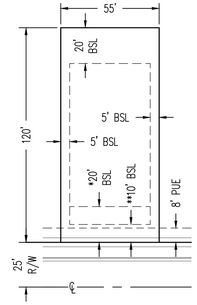
TYPICAL 45' x 115' LOT

MINIMUM LOT SIZE = 5175 SQFT
MINIMUM CORNER LOT SIZE = 5173 SQFT



TYPICAL 50' x 115' LOT

MINIMUM LOT SIZE = 5750 SQFT
MINIMUM CORNER LOT SIZE = 5748 SQFT



TYPICAL 55' x 120' LOT

MINIMUM LOT SIZE = 6600 SQFT
MINIMUM CORNER LOT SIZE = 6598 SQFT

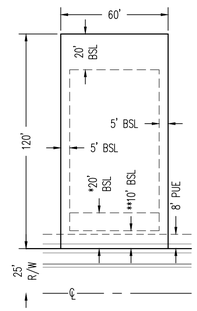
* 20' FRONT SETBACK TO FACE OF GARAGE
** 10' FRONT SETBACK TO LIVABLE SPACE, PATIOS, & SIDE ENTRY GARAGE

NOTE: THE MINIMUM SQUARE FOOTAGE OF A LOT SHALL BE 5,175 SF WITH THE EXCEPTION OF CORNER LOTS AND KNUCKLE LOTS WHICH MAY BE REDUCED TO 5,170 SF.

DEVELOPMENT STANDARDS		
CATEGORY	R1-4 REDUCED	R1-6 REDUCED
MINIMUM LOT SIZE	4,000	5,000
MINIMUM LOT WIDTH	40'	50'
MINIMUM LOT DEPTH	100'	100'
MINIMUM HEIGHT	30'	30'
MAXIMUM BUILDING COVERAGE	60%	60%
MINIMUM SETBACKS - FRONT (1)	10'	10'
MINIMUM - TOTAL BOTH SIDES	10'	10'
MINIMUM SIDE YARD	5'	5'
REAR YARD	20'	20'
STREET SIDE (2)	10'	10'
AMENITY ELEMENTS	2	1
CONNECTIVITY ELEMENTS	4	2
STREETSCAPE ELEMENTS	4	2

(1) FRONT SETBACK SHALL BE MEASURED TO PATIOS, LIVABLE SPACE, AND SIDE ENTRY GARAGES.

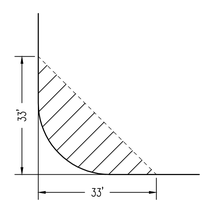
(2) WHERE A MINIMUM 10' WIDE LANDSCAPE TRACT IS PROVIDED, THE TYPICAL SIDE SETBACKS, RATHER THAN STREET SIDE SETBACKS APPLIES.



TYPICAL 60' x 120' LOT

MINIMUM LOT SIZE = 7200 SQFT
MINIMUM CORNER LOT SIZE = 7198 SQFT

LOT SIZE TABLE		
LOT SIZE	NUMBER OF LOTS	PERCENT OF LOT MIX
45' x 115'	163	42%
50' x 115'	74	19%
55' x 120'	138	36%
60' x 120'	12	3%
TOTAL	387	100%



SIGHT VISIBILITY TRIANGLE

NOT TO SCALE

SHEET INDEX

SCALE: 1" = 150'

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

Project:
"LA JOLLA VISTA - PHASE ONE"
GOODYEAR, ARIZONA
FINAL PLAT OF

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: A.G.
Reviewed by: R.J.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
Expires 6/30/2025

Job No.
20-1595
FP01
Sheet No.
3
of 14

Jun 20, 2024 4:18pm C:\Users\agrass\appdata\local\temp\AcePublish_19980\20-1595 - Final Plat.dwg
agrass

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	5,400	0.1240
2	5,400	0.1240
3	5,400	0.1240
4	5,400	0.1240
5	5,400	0.1240
6	5,343	0.1227
7	5,400	0.1240
8	5,400	0.1240
9	5,490	0.1260
10	5,490	0.1260
11	5,400	0.1240
12	5,400	0.1240
13	5,490	0.1260
14	5,490	0.1260
15	5,400	0.1240
16	5,400	0.1240
17	5,490	0.1260
18	5,490	0.1260
19	5,400	0.1240
20	5,400	0.1240
21	5,490	0.1260
22	5,490	0.1260
23	5,399	0.1239
24	5,246	0.1204
25	5,253	0.1206
26	5,400	0.1240
27	5,175	0.1188
28	5,175	0.1188
29	5,175	0.1188
30	5,175	0.1188
31	5,175	0.1188
32	5,175	0.1188
33	5,175	0.1188
34	5,175	0.1188
35	5,175	0.1188
36	5,175	0.1188
37	5,175	0.1188
38	5,175	0.1188
39	5,175	0.1188
40	5,175	0.1188
41	5,175	0.1188
42	5,175	0.1188
43	5,173	0.1188
44	5,173	0.1188
45	5,175	0.1188
46	5,175	0.1188
47	5,175	0.1188
48	5,175	0.1188
49	5,175	0.1188
50	5,175	0.1188
51	5,175	0.1188
52	5,175	0.1188
53	5,175	0.1188
54	5,175	0.1188
55	5,175	0.1188
56	5,175	0.1188

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
57	5,175	0.1188
58	5,175	0.1188
59	5,175	0.1188
60	5,175	0.1188
61	5,398	0.1239
62	5,244	0.1204
63	5,730	0.1315
64	5,391	0.1238
65	5,328	0.1223
66	5,400	0.1240
67	5,400	0.1240
68	5,400	0.1240
69	5,173	0.1188
70	5,175	0.1188
71	5,175	0.1188
72	5,173	0.1188
73	5,173	0.1188
74	5,175	0.1188
75	5,175	0.1188
76	5,173	0.1188
77	5,400	0.1240
78	5,400	0.1240
79	5,400	0.1240
80	5,303	0.1217
81	9,509	0.2183
82	9,283	0.2131
83	6,340	0.1455
84	5,404	0.1241
85	5,403	0.1240
86	5,403	0.1240
87	5,392	0.1238
88	5,258	0.1207
89	6,249	0.1435
90	8,187	0.1879
91	11,323	0.2599
92	8,779	0.2015
93	5,982	0.1373
94	6,000	0.1377
95	6,000	0.1377
96	6,000	0.1377
97	6,000	0.1377
98	5,400	0.1240
99	5,400	0.1240
100	5,400	0.1240
101	5,400	0.1240
102	5,400	0.1240
103	5,400	0.1240
104	5,400	0.1240
105	5,399	0.1240
106	5,247	0.1204
107	5,490	0.1260
108	5,490	0.1260
109	5,400	0.1240
110	5,400	0.1240
111	5,490	0.1260
112	5,490	0.1260

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
113	5,400	0.1240
114	5,400	0.1240
115	5,490	0.1260
116	5,490	0.1260
117	5,400	0.1240
118	5,400	0.1240
119	5,490	0.1260
120	5,490	0.1260
121	5,342	0.1226
122	5,356	0.1230
123	5,175	0.1188
124	5,175	0.1188
125	5,175	0.1188
126	5,175	0.1188
127	5,175	0.1188
128	5,175	0.1188
129	5,175	0.1188
130	5,175	0.1188
131	5,175	0.1188
132	5,175	0.1188
133	5,175	0.1188
134	5,175	0.1188
135	5,175	0.1188
136	5,175	0.1188
137	5,175	0.1188
138	5,175	0.1188
139	5,175	0.1188
140	5,175	0.1188
141	5,175	0.1188
142	5,175	0.1188
143	5,175	0.1188
144	5,175	0.1188
145	5,175	0.1188
146	5,175	0.1188
147	5,175	0.1188
148	5,175	0.1188
149	5,175	0.1188
150	5,175	0.1188
151	5,175	0.1188
152	5,175	0.1188
153	5,398	0.1239
154	5,400	0.1240
155	5,400	0.1240
156	5,400	0.1240
157	5,400	0.1240
158	5,175	0.1188
159	5,175	0.1188
160	5,175	0.1188
161	5,175	0.1188
162	5,175	0.1188
163	5,175	0.1188
164	5,175	0.1188
165	5,175	0.1188
166	5,175	0.1188
167	5,175	0.1188
168	5,175	0.1188

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
169	5,175	0.1188
170	5,175	0.1188
171	5,175	0.1188
172	5,175	0.1188
173	5,971	0.1371
174	5,971	0.1371
175	5,971	0.1371
176	5,971	0.1371
177	5,971	0.1371
178	5,971	0.1371
179	5,971	0.1371
180	5,971	0.1371
181	5,971	0.1371
182	5,971	0.1371
183	5,971	0.1371
184	5,971	0.1371
185	5,971	0.1371
186	6,000	0.1377
187	6,000	0.1377
188	6,000	0.1377
189	6,000	0.1377
190	6,000	0.1377
191	6,000	0.1377
192	6,000	0.1377
193	6,000	0.1377
194	5,998	0.1377
195	5,748	0.1320
196	5,750	0.1320
197	5,750	0.1320
198	5,750	0.1320
199	5,750	0.1320
200	5,750	0.1320
201	5,750	0.1320
202	5,750	0.1320
203	5,750	0.1320
204	5,750	0.1320
205	5,750	0.1320
206	5,750	0.1320
207	5,750	0.1320
208	5,750	0.1320
209	5,750	0.1320
210	5,750	0.1320
211	5,750	0.1320
212	5,750	0.1320
213	5,750	0.1320
214	5,750	0.1320
215	5,750	0.1320
216	5,750	0.1320
217	5,750	0.1320
218	5,750	0.1320
219	5,750	0.1320
220	5,750	0.1320
221	5,750	0.1320
222	5,750	0.1320
223	5,750	0.1320
224	5,748	0.1320

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
225	6,000	0.1377
226	6,000	0.1377
227	6,000	0.1377
228	6,000	0.1377
229	6,000	0.1377
230	6,000	0.1377
231	6,000	0.1377
232	6,000	0.1377
233	6,000	0.1377
234	6,000	0.1377
235	6,000	0.1377
236	6,000	0.1377
237	5,998	0.1377
238	6,600	0.1515
239	6,601	0.1515
240	6,601	0.1515
241	6,601	0.1515
242	6,601	0.1515
243	6,601	0.1515
244	6,601	0.1515
245	6,601	0.1515
246	6,601	0.1515
247	6,601	0.1515
248	6,601	0.1515
249	6,601	0.1515
250	6,747	0.1549
251	6,752	0.1550
252	6,762	0.1552
253	6,762	0.1552
254	6,762	0.1552
255	6,762	0.1552
256	6,762	0.1552
257	6,762	0.1552
258	6,762	0.1552
259	6,762	0.1552
260	6,762	0.1552
261	6,762	0.1552
262	6,762	0.1552
263	6,727	0.1544
264	6,726	0.1544
265	6,726	0.1544
266	6,727	0.1544
267	6,762	0.1552
268	6,762	0.1552
269	6,762	0.1552
270	6,762	0.1552
271	6,762	0.1552
272	6,762	0.1552
273	6,762	0.1552
274	6,762	0.1552
275	6,762	0.1552
276	6,762	0.1552
277	6,762	0.1552
278	6,752	0.1550
279	6,747	0.1549
280	7,029	0.1614

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
281	7,031	0.1614
282	7,031	0.1614
283	7,031	0.1614
284	7,031	0.1614
285	7,031	0.1614
286	7,031	0.1614
287	7,029	0.1614
288	6,600	0.1515
289	6,598	0.1515
290	6,702	0.1539
291	6,792	0.1559
292	6,792	0.1559
293	6,792	0.1559
294	6,792	0.1559
295	6,792	0.1559
296	6,792	0.1559
297	6,792	0.1559
298	6,792	0.1559
299	6,792	0.1559
300	6,792	0.1559
301	6,787	0.1558
302	6,726	0.1544
303	6,726	0.1544
304	6,787	0.1558
305	6,792	0.1559
306	6,792	0.1559
307	6,792	0.1559
308	6,792	0.1559
309	6,792	0.1559
310	6,792	0.1559
311	6,792	0.1559
312	6,792	0.1559
313	6,792	0.1559
314	6,792	0.1559
315	6,702	0.1539
316	6,598	0.1515
317	6,600	0.1515
318	6,873	0.1578
319	6,875	0.1578
320	6,875	0.1578
321	6,875	0.1578
322	6,875	0.1578
323	6,875	0.1578
324	6,793	0.1559
325	18,455	0.4237
326	6,600	0.1515
327	6,598	0.1515
328	6,702	0.1539
329	6,792	0.1559
330	6,792	0.1559
331	6,792	0.1559
332	6,792	0.1559
333	6,792	0.1559
334	6,792	0.1559
335	6,792	0.1559
336	6,792	0.1559

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
337	6,792	0.1559
338	6,792	0.1559
339	6,787	0.1558
340	6,726	0.1544
341	6,726	0.1544
342	6,787	0.1558
343	6,792	0.1559
344	6,792	0.1559
345	6,792	0.1559
346	6,792	0.1559
347	6,792	0.1559
348	6,792	0.1559
349	6,792	0.1559
350	6,792	0.1559
351	6,792	0.1559
352	6,792	0.1559
353	6,702	0.1539
354	6,598	0.1515
355	6,600	0.1515
356	12,958	0.2975
357	8,014	0.1840
358	8,015	0.1840
359	8,015	0.1840
360	8,016	0.1840
361	8,016	0.1840
362	8,017	0.1840
363	8,135	0.1868
364	7,517	0.1726
365	7,517	0.1726
366	7,518	0.1726
367	6,898	0.1583
368	6,638	0.1524
369	6,637	0.1524
370	6,636	0.1523
371	6,635	0.1523
372	6,634	0.1523
373	6,634	0.1523
374	6,633	0.1523
375	6,632	0.1522
376	6,631	0.1522
377	6,630	0.1522
378	6,629	0.1522
379	6,628	0.1522
380	6,628	0.1522
381	6,627	0.1521
382	6,626	0.1521
383	6,625	0.1521
384	7,237	0.1661
385	6,608	0.1517
386	6,600	0.1515
387	6,600	0.1515

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	97.88'	55.00'	101°57'44"	85.46'	N33°33'56"E
C2	16.65'	55.00'	17°20'29"	16.58'	N08°44'41"W
C3	16.66'	55.00'	17°21'30"	16.60'	N81°23'42"W
C4	24.46'	55.00'	25°29'03"	24.26'	N85°27'28"W
C5	16.65'	55.00'	17°20'29"	16.58'	N81°18'38"E
C6	16.65'	55.00'	17°20'29"	16.58'	N81°18'38"E
C7	16.65'	55.00'	17°20'29"	16.58'	N08°41'22"W
C8	119.69'	55.00'	124°40'58"	97.43'	S44°58'53"W
C9	16.65'	55.00'	17°20'29"	16.58'	S81°20'52"E
C10	16.65'	55.00'	17°20'29"	16.58'	S08°41'22"E
C11	119.69'	55.00'	124°40'58"	97.43'	N44°58'53"E
C12	16.65'	55.00'	17°20'29"	16.58'	N81°20'52"W
C13	16.65'	55.00'	17°20'29"	16.58'	N81°18'38"E
C14	103.04'	55.00'	107°20'29"	88.62'	N53°41'22"W
C15	49.42'	50.00'	56°37'59"	47.43'	S28°20'06"E
C16	206.50'	50.00'	236°37'59"	88.03'	N61°39'54"E
C17	16.65'	55.00'	17°20'29"	16.58'	N81°15'19"E
C18	119.69'	55.00'	124°40'58"	97.43'	N45°04'27"W
C19	16.65'	55.00'	17°20'29"	16.58'	S08°35'48"W
C20	10.50'	55.00'	10°56'33"	10.49'	S05°23'50"W
C21	113.53'	55.00'	118°16'01"	94.42'	N48°15'54"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C22	16.63'	55.00'	17°19'28"	16.57'	N81°15'49"E
C23	16.65'	55.00'	17°20'29"	16.58'	N08°35'48"E
C24	16.66'	55.00'	17°21'30"	16.60'	S81°14'48"W
C25	119.70'	55.00'	124°41'59"	97.44'	S45°04'57"E
C26	16.65'	55.00'	17°20'29"	16.58'	N81°24'12"W
C27	119.69'	55.00'	124°40'58"	97.43'	N44°55'33"E
C28	16.65'	55.00'	17°20'29"	16.58'	S08°44'41"E
C29	119.69'	55.00'	124°40'58"	97.43'	S44°56'24"W
C30	16.65'	55.00'	17°20'29"	16.58'	N08°43'51"W
C31	16.65'	55.00'	17°20'29"	16.58'	S81°23'22"E
C32	16.65'	55.00'	17°20'29"	16.58'	N08°36'38"E
C33	119.69'	55.00'	124°40'58"	97.43'	S45°03'36"E
C34	16.65'	55.00'	17°20'29"	16.58'	S81°16'09"W
C35	82.00'	1025.00'	4°35'01"	81.98'	N87°46'06"W
C36	78.00'	975.00'	4°35'01"	77.98'	N87°46'06"W
C37	73.56'	1025.00'	4°06'42"	73.54'	S87°31'56"E
C38	69.55'	975.00'	4°05'13"	69.53'	S87°31'12"E
C39	16.65'	55.00'	17°20'29"	16.58'	S81°25'06"E
C40	16.65'	55.00'	17°20'29"	16.58'	N08°44'41"W
C41	119.67'	55.00'	124°40'04"	97.42'	S44°55'06"W
C42	16.65'	55.00'	17°20'29"	16.58'	S81°14'24"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C43	16.65'	55.00'	17°20'29"	16.58'	N08°35'48"E
C44	119.70'	55.00'	124°41'53"	97.44'	S45°04'54"E
C45	16.65'	55.00'	17°20'29"	16.58'	S08°45'36"E
C46	16.65'	55.00'	17°20'29"	16.58'	N81°25'06"W
C47	119.69'	55.00'	124°40'58"	97.43'	N44°54'39"E
C48	18.19'	375.00'	2°46'45"	18.19'	S01°18'02"W
C49	13.70'	425.00'	1°50'49"	13.70'	S01°58'56"W
C50	80.00'	1000.00'	4°35'01"	79.98'	N87°46'06"W
C51	80.22'	1000.00'	4°35'47"	80.20'	S87°46'28"E
C52	32.20'	400.00'	4°36'46"	32.19'	S02°13'02"W
C53	16.65'	55.00'	17°20'29"	16.58'	N81°16'09"E
C54	119.69'	55.00'	124°40'58"	97.43'	N45°03'36"W
C55	16.65'	55.00'	17°20'29"	16.58'	S08°36'38"W
C56	43.98'	28.00'	90°00'00"	39.60'	N45°04'27"W
C57	43.92'	28.00'	89°51'49"	39.55'	N44°51'28"E
C58	12.57'	4.00'	179°59'56"	8.00'	N89°54'07"E
C59	12.57'	4.00'	180°00'00"	8.00'	S89°55'33"W
C60	12.57'	4.00'	180°00'02"	8.00'	N89°55'34"E
C61	12.57'	4.00'	180°00'00"	8.00'	S89°55'33"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°04'27"W	45.20'
L2	N44°55'33"E	16.97'
L3	N00°04'27"W	60.00'
L4	N89°55'33"E	10.00'
L5	S89°55'33"W	34.85'
L6	N00°04'27"W	50.00'
L7	S89°55'33"W	52.34'
L8	N89°58'53"E	64.95'
L9	N89°58'53"E	92.21'
L10	S44°58'57"W	28.26'
L11	S00°04'22"E	50.00'
L12	S45°01'13"E	28.31'
L13	S44°55'09"W	46.68'
L14	N45°04'54"W	46.66'
L15	S89°55'33"W	30.00'
L16	S00°04'27"E	12.01'
L17	S89°55'33"W	30.00'
L18	S44°55'33"W	46.67'
L19	N45°04'27"W	46.67'
L20	S89°55'33"W	30.00'
L21	S00°04'27"E	12.00'

LINE TABLE		
LINE	BEARING	LENGTH
L22	S89°55'33"W	30.00'
L23	S44°55'33"W	46.67'
L24	S44°58'53"W	16.97'
L25	S45°01'07"E	16.97'
L26	S44°58'53"W	16.97'
L27	N44°58'53"E	16.97'
L28	S45°01'07"E	16.97'
L29	S45°01'07"E	16.97'
L30	N44°58'53"E	16.97'
L31	N45°01'07"W	16.97'
L32	S44°30'24"W	17.11'
L33	S44°58'53"W	16.97'
L34	N47°42'27"E	19.33'
L35	N45°01'07"W	16.97'
L36	N44°58'53"E	16.97'
L37	N45°01'07"W	16.97'
L38	N44°58'53"E	16.97'
L39	S45°01'07"E	16.97'
L40	N45°01'07"W	16.97'
L41	N44°58'53"E	16.97'
L42	N44°58'53"E	16.97'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N33°19'41"E	31.86'
L44	S45°01'07"E	16.97'
L45	N45°02'22"W	16.96'
L46	N44°57'38"E	16.98'
L47	N45°04'02"W	28.29'
L48	N44°55'58"E	28.28'
L49	N45°02'47"W	16.96'
L50	N44°57'13"E	16.98'
L51	N45°04'27"W	16.97'
L52	N45°04'27"W	16.97'
L53	S45°04'27"E	16.97'
L54	N44°55'33"E	16.97'
L55	N44°55'33"E	16.97'
L56	N45°04'27"W	16.97'
L57	N44°55'33"E	16.97'
L58	N44°55'33"E	16.97'
L59	N45°04'27"W	28.28'
L60	N44°55'33"E	28.28'
L61	N45°04'27"W	16.97'
L62	N38°41'41"E	9.13'
L63	N45°04'27"W	16.97'

LINE TABLE		
LINE	BEARING	LENGTH
L64	N44°55'33"E	16.97'
L65	N45°04'27"W	16.97'
L66	N44°55'33"E	16.97'
L67	N45°04'27"W	16.97'
L68	N44°55'33"E	16.97'
L69	N44°55'33"E	16.97'
L70	N45°04'27"W	28.28'
L71	N44°55'33"E	28.28'
L72	N45°04'27"W	16.97'
L73	N45°03'36"W	16.97'
L74	N44°56'24"E	16.97'
L75	N44°56'24"E	16.97'
L76	S45°03'36"E	16.97'
L77	N40°38'08"E	10.95'
L78	N45°03'36"W	16.97'
L79	S44°56'24"W	16.97'
L80	N45°03'36"W	16.97'
L81	N44°56'24"E	16.97'
L82	N45°03'36"W	16.97'
L83	N45°04'02"W	28.29'
L84	N44°55'58"E	28.28'

LINE TABLE		
LINE	BEARING	LENGTH
L85	N45°04'27"W	28.28'
L86	N44°55'33"E	16.97'
L87	N45°04'27"W	16.97'
L88	N44°55'33"E	28.28'
L89	N37°14'40"W	27.76'
L90	N44°55'06"E	16.97'
L91	N45°04'54"W	16.97'
L92	S44°54'39"W	16.97'
L93	S45°05'21"E	16.97'
L94	N45°06'52"E	17.03'
L95	N40°52'51"W	17.09'
L96	N49°03'55"E	16.83'
L97	S89°55'33"W	45.00'
L98	N89°54'39"E	45.00'
L99	S89°58'53"W	20.00'
L100	N00°01'07"W	1070.00'
L101	N04°31'25"E	25.00'
L102	S89°55'33"W	57.00'
L103	N00°04'27"W	10.00'
L104	S89°55'33"W	175.64'
L105	N00°04'27"W	229.41'

LINE TABLE		
LINE	BEARING	LENGTH
L106	N00°04'27"W	229.41'
L107	N00°04'27"W	229.42'
L108	S63°09'25"W	36.18'
L109	N00°01'07"W	268.05'
L110	N37°13'02"W	36.39'
L111	S89°55'33"W	84.93'
L112	N00°04'27"W	282.03'
L113	N89°47'22"E	182.05'
L114	N00°04'27"W	229.42'
L115	N69°44'49"E	30.21'
L116	N00°04'27"W	29.16'
L117	N89°55'33"E	23.00'
L118	S00°04'27"E	29.16'
L119	S89°55'33"W	23.00'
L120	N89°55'33"E	101.74'
L121	S00°04'27"E	30.00'

LEGEND

▣ ●	FOUND SURVEY MONUMENT AS NOTED
○	CORNER OF SUBDIVISION, MONUMENT AS NOTED.
◉	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
APN:	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORD
EPE	ENHANCED PAVEMENT EASEMENT GRANTED HEREON
RIDE	ROOSEVELT IRRIGATION DISTRICT EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT
TAE	TEMPORARY ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
SE	SEWER EASEMENT
WE	WATER EASEMENT
MLE	MEDIAN LANDSCAPE EASEMENT GRANTED HEREON
P/S	PRIVATE STREET TRACT
R/W	RIGHT-OF-WAY
R/W *	RIGHT-OF-WAY DEDICATED HEREON
RLS	REGISTERED LAND SURVEYOR
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

	PROPERTY LINE
	PRIVATE STREET LINE
	LOT LINE
	CENTER LINE
	SECTION LINE
	EXISTING LOT LINE
	EXISTING CENTER LINE
	EXISTING EASEMENT LINE
	TIE LINE

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"LA JOLLA VISTA - PHASE ONE"
GOODYEAR, ARIZONA
FINAL PLAT OF

Project:

Revisions:

Call at least two full working days before you begin excavation
ARIZONA 811 (Arizona Blue Stake, Inc.)
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: A.G.
Reviewed by: R.J.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

Job No.
20-1595
FP01

Sheet No.
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of 14

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LEGEND

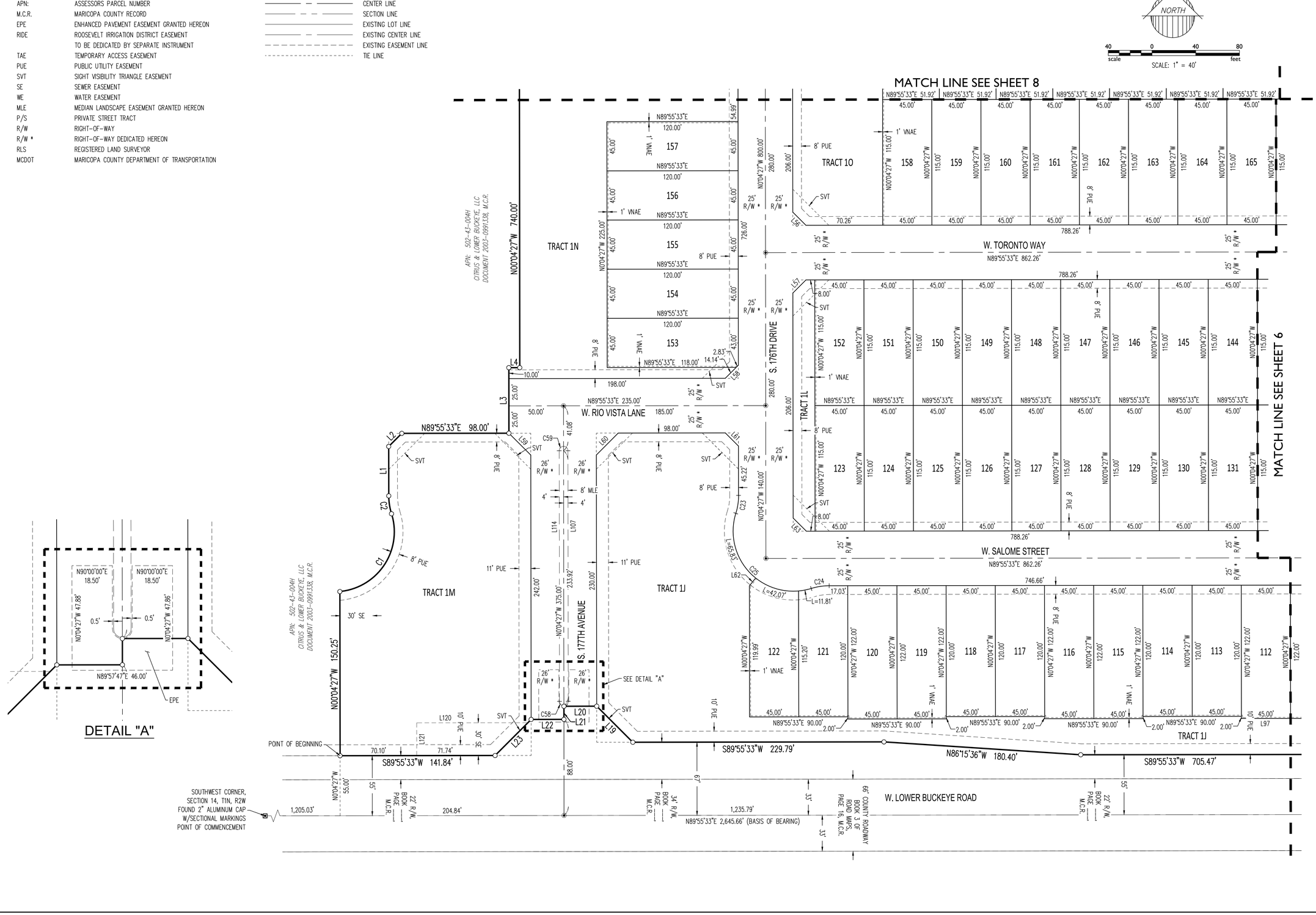
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R/W	RIGHT-OF-WAY
R/W *	RIGHT-OF-WAY DEDICATED HEREON
RLS	REGISTERED LAND SURVEYOR
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

———	PROPERTY LINE
———	PRIVATE STREET LINE
———	LOT LINE
——— – ———	CENTER LINE
——— – – ———	SECTION LINE
———	EXISTING LOT LINE
——— – ———	EXISTING CENTER LINE
- - - - - -	EXISTING EASEMENT LINE
·····	TIE LINE

NORTH

40 0 40 80
scale feet

SCALE: 1" = 40'



DETAIL "A"

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Project:

"LA JOLLA VISTA - PHASE ONE"

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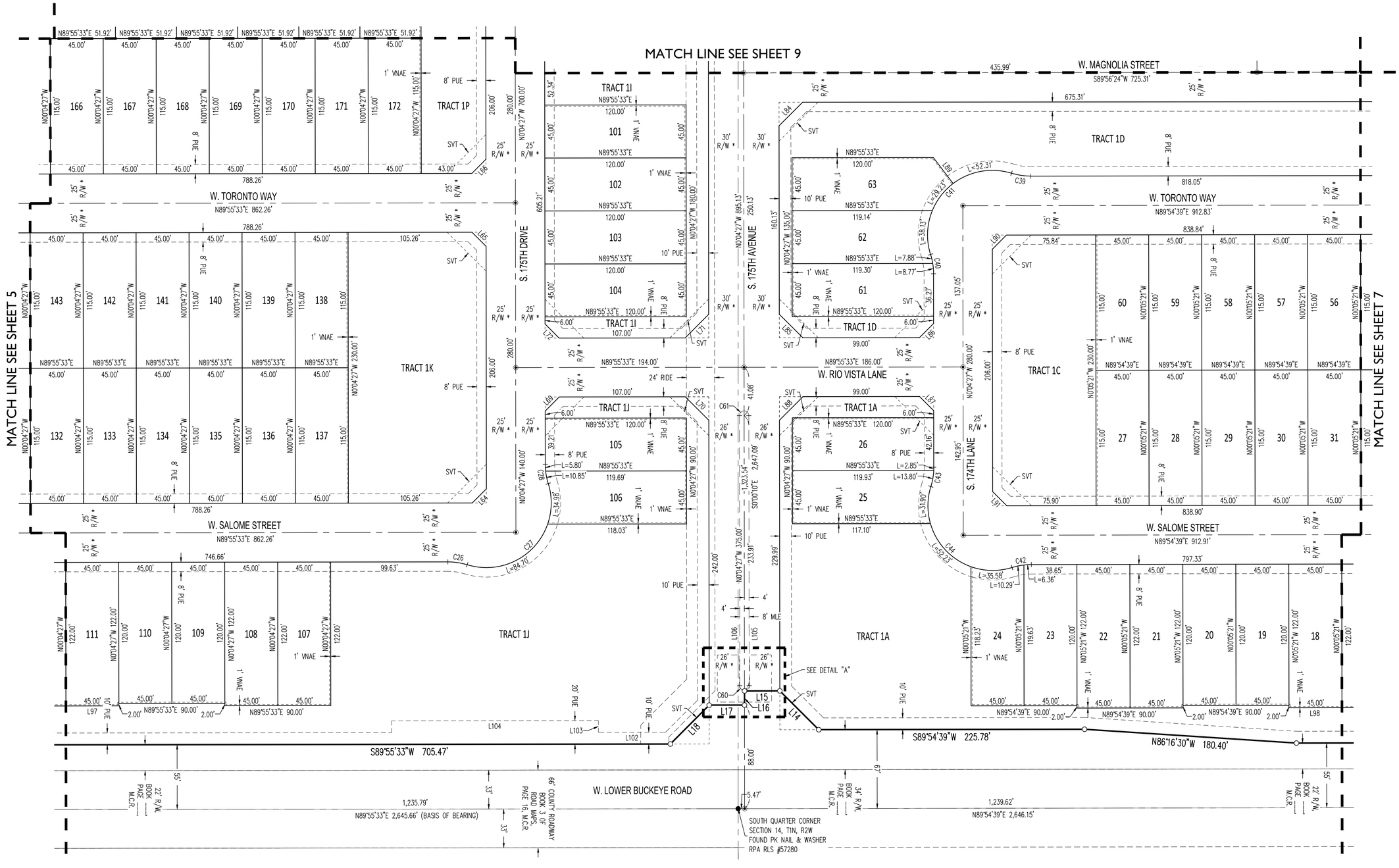
Drawn by: A.G.
Reviewed by: R.J.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
ARIZONA U.S.A.

Job No.
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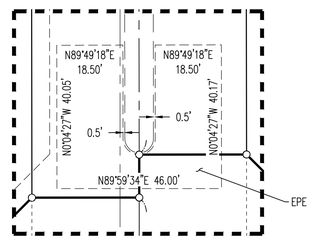
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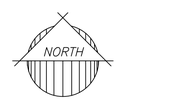


LEGEND

⊡ ●	FOUND SURVEY MONUMENT AS NOTED	SVT	SIGHT VISIBILITY TRIANGLE EASEMENT		PROPERTY LINE
○	CORNER OF SUBDIVISION, MONUMENT AS NOTED.	SE	SEWER EASEMENT		PRIVATE STREET LINE
◉	SET BRASS CAP AT COMPLETION OF CONSTRUCTION	WE	WATER EASEMENT		LOT LINE
APN:	ASSESSORS PARCEL NUMBER	MLE	MEDIAN LANDSCAPE EASEMENT GRANTED HEREON		CENTER LINE
M.C.R.	MARICOPA COUNTY RECORD	P/S	PRIVATE STREET TRACT		SECTION LINE
EPE	ENHANCED PAVEMENT EASEMENT GRANTED HEREON	R/W	RIGHT-OF-WAY		EXISTING LOT LINE
RIDE	ROOSEVELT IRRIGATION DISTRICT EASEMENT	R/W *	RIGHT-OF-WAY DEDICATED HEREON		EXISTING CENTER LINE
	TO BE DEDICATED BY SEPARATE INSTRUMENT	RLS	REGISTERED LAND SURVEYOR		EXISTING EASEMENT LINE
TAE	TEMPORARY ACCESS EASEMENT	MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		TIE LINE
PUE	PUBLIC UTILITY EASEMENT				



DETAIL "A"



40 0 40 80
scale feet
SCALE: 1" = 40'

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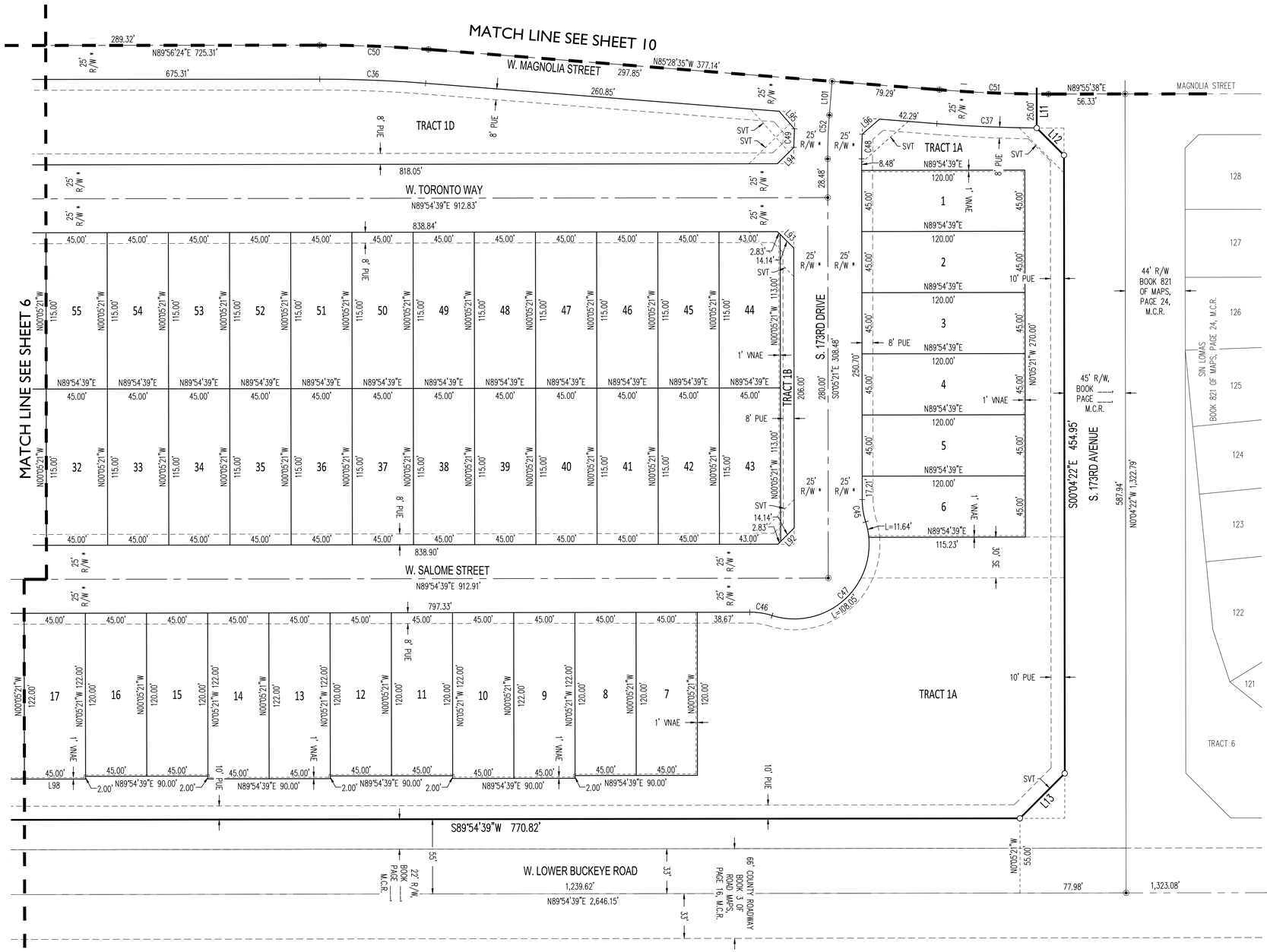
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Reviewed by: R.J.

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ROBERT A.
JOHNSTON
6/20/24

Job No.
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MLE	MEDIAN LANDSCAPE EASEMENT GRANTED HEREON
P/S	PRIVATE STREET TRACT
R/W	RIGHT-OF-WAY
R/W *	RIGHT-OF-WAY DEDICATED HEREON
RLS	REGISTERED LAND SURVEYOR
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

- PROPERTY LINE
- PRIVATE STREET LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
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NORTH

40 0 40 80
scale feet

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MATCH LINE SEE SHEET 11

20' TAE DEDICATED BY SEPARATE INSTRUMENT

APN: 502-43-004H
CITRUS & LOWER BUCKEYE, LLC
DOCUMENT 2003-0991338, M.C.R.

N00°04'27"W 258.68'

L112

℄ OF ELECTRIC EASEMENT WIDTH NOT SPECIFIED
DOCKET 4012, PAGE 298, M.C.R.
1962 APS ELECTRICAL EASEMENT TO BE
ABANDONED BY SEPARATE INSTRUMENT

TRACT 1S

L109

20' WE

8' PUE

L108

N89°55'33"E 650.00'

1' VNAE

C4 C3 L7 L6 L5 C36 L111 L115 L116 L117 L118 L119 C22 C21 C20 L51 L52 L53 L54 L55

251.43'

199.09'

N89°55'33"E 259.85'

W. WATKINS STREET

222.85'

188.00'

N89°55'33"E 118.01'

14.16'

2.81'

SVT

0.23'

EPE

DEDICATED BY SEPARATE INSTRUMENT 20' TAE

15'

25' R/W *

100.00'

17.11'

48.01'

50.00'

120.00'

N89°55'33"E

194 193 192 191 190 189 188 187 186

1' VNAE

8' PUE

54.99'

TRACT 1N

N00°04'27"W 740.00'

N00°04'27"W 450.00'

N00°04'27"W 800.00'

280.00'

206.00'

726.00'

S. 176TH DRIVE

TRACT 1R

TRACT 10

225 226 227 228 229 230 231 232 233

224 223 222 221 220 219 218 217 216

195 196 197 198 199 200 201 202 203

185 184 183 182 181 180 179

50.00' 120.00' N00°04'27"W

115.00' 113.00'

648.23'

722.20'

N89°55'33"E 862.26'

W. GIBSON LANE

788.26'

W HAMMOND STREET

48.00' 70.26' 51.92' 45.00'

2.83'

14.14'

MATCH LINE SEE SHEET 9

MATCH LINE SEE SHEET 5

APN: 502-43-004H
CITRUS & LOWER BUCKEYE, LLC
DOCUMENT 2003-0991338, M.C.R.

LEGEND

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SE	SEWER EASEMENT
WE	WATER EASEMENT
MLE	MEDIAN LANDSCAPE EASEMENT GRANTED HEREON
P/S	PRIVATE STREET TRACT
R/W	RIGHT-OF-WAY
R/W *	RIGHT-OF-WAY DEDICATED HEREON
RLS	REGISTERED LAND SURVEYOR
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

PROPERTY LINE
PRIVATE STREET LINE
LOT LINE
CENTER LINE
SECTION LINE
EXISTING LOT LINE
EXISTING CENTER LINE
EXISTING EASEMENT LINE
TIE LINE

NORTH

40 0 40 80
scale feet

SCALE: 1" = 40'

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8
of 14

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MATCH LINE SEE SHEET 12

TRACT 1S

S. 175TH LANE

TRACT 1U

COTTONFLOWER UNIT 6
BOOK 551 OF MAPS, PAGE 8, M.C.R.

N89°56'37"E 1,276.46'

W. SHILOH LANE

N89°56'24"E 770.02'

TRACT 1I

TRACT 1H

W. GIBSON LANE

N89°55'33"E 862.26'

N89°56'24"E 250.00'

S. 175TH DRIVE

S. 174TH LANE

S. 174TH DRIVE

TRACT 1Q

TRACT 1P

TRACT 1E

W HAMMOND STREET

W. HAMMOND STREET

W. MAGNOLIA STREET

S89°56'24"W 725.31'

MATCH LINE SEE SHEET 8

MATCH LINE SEE SHEET 10

MATCH LINE SEE SHEET 6

NORTH

scale 40 0 40 80 feet

SCALE: 1" = 40'

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www.epsgroupinc.com

"LA JOLLA VISTA - PHASE ONE"
GOODYEAR, ARIZONA
FINAL PLAT OF

Project:

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: A.G.
Reviewed by: R.J.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
6/20/24

Job No.
20-1595

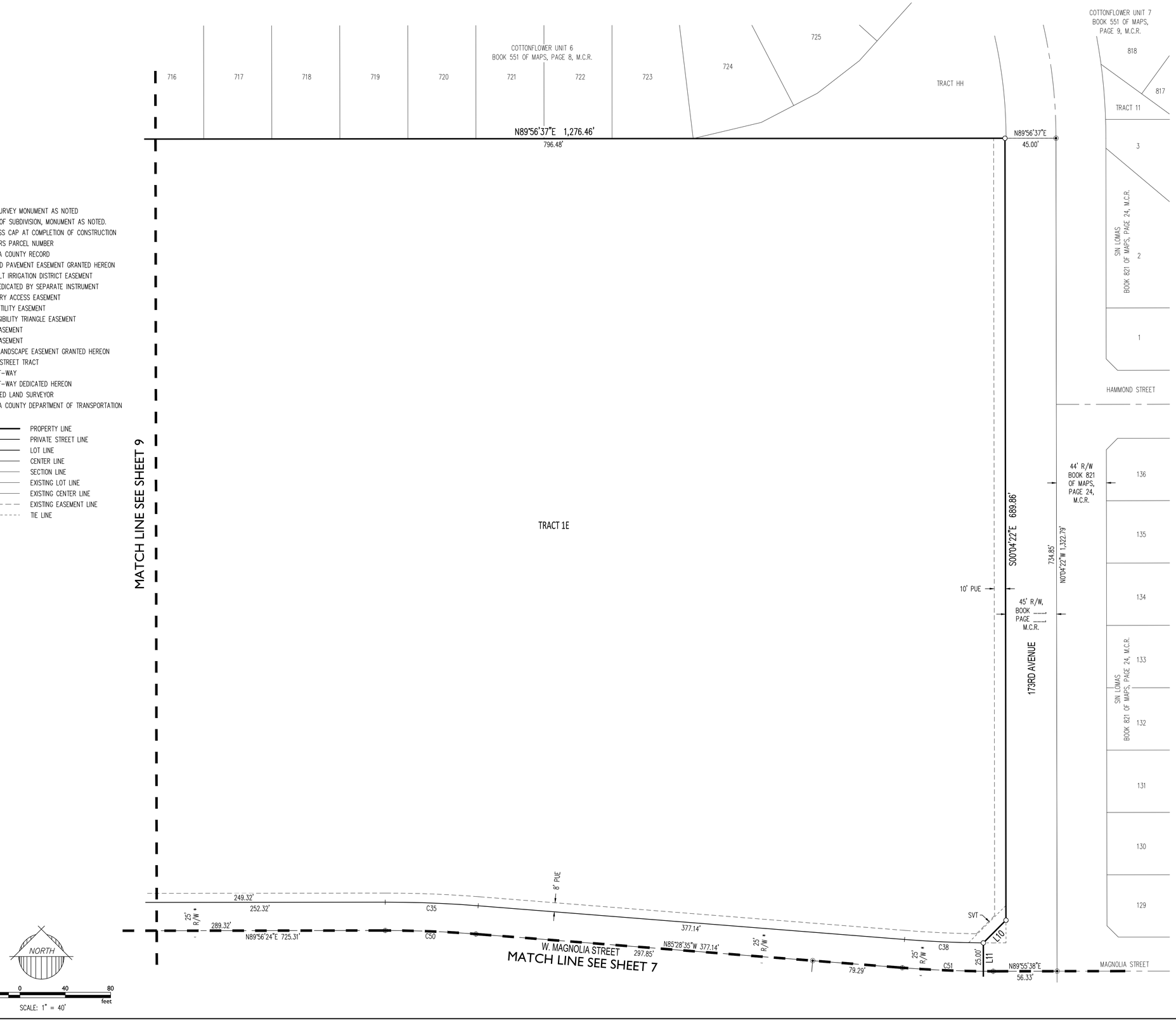
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Sheet No.
9
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LEGEND

⊡ ●	FOUND SURVEY MONUMENT AS NOTED
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◉	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
APN:	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORD
EPE	ENHANCED PAVEMENT EASEMENT GRANTED HEREON
RIDE	ROOSEVELT IRRIGATION DISTRICT EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT
TAE	TEMPORARY ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
SE	SEWER EASEMENT
WE	WATER EASEMENT
MLE	MEDIAN LANDSCAPE EASEMENT GRANTED HEREON
P/S	PRIVATE STREET TRACT
R/W	RIGHT-OF-WAY
R/W *	RIGHT-OF-WAY DEDICATED HEREON
RLS	REGISTERED LAND SURVEYOR
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

PROPERTY LINE
PRIVATE STREET LINE
LOT LINE
CENTER LINE
SECTION LINE
EXISTING LOT LINE
EXISTING CENTER LINE
EXISTING EASEMENT LINE
TIE LINE



NORTH

40 0 40 80
scale feet

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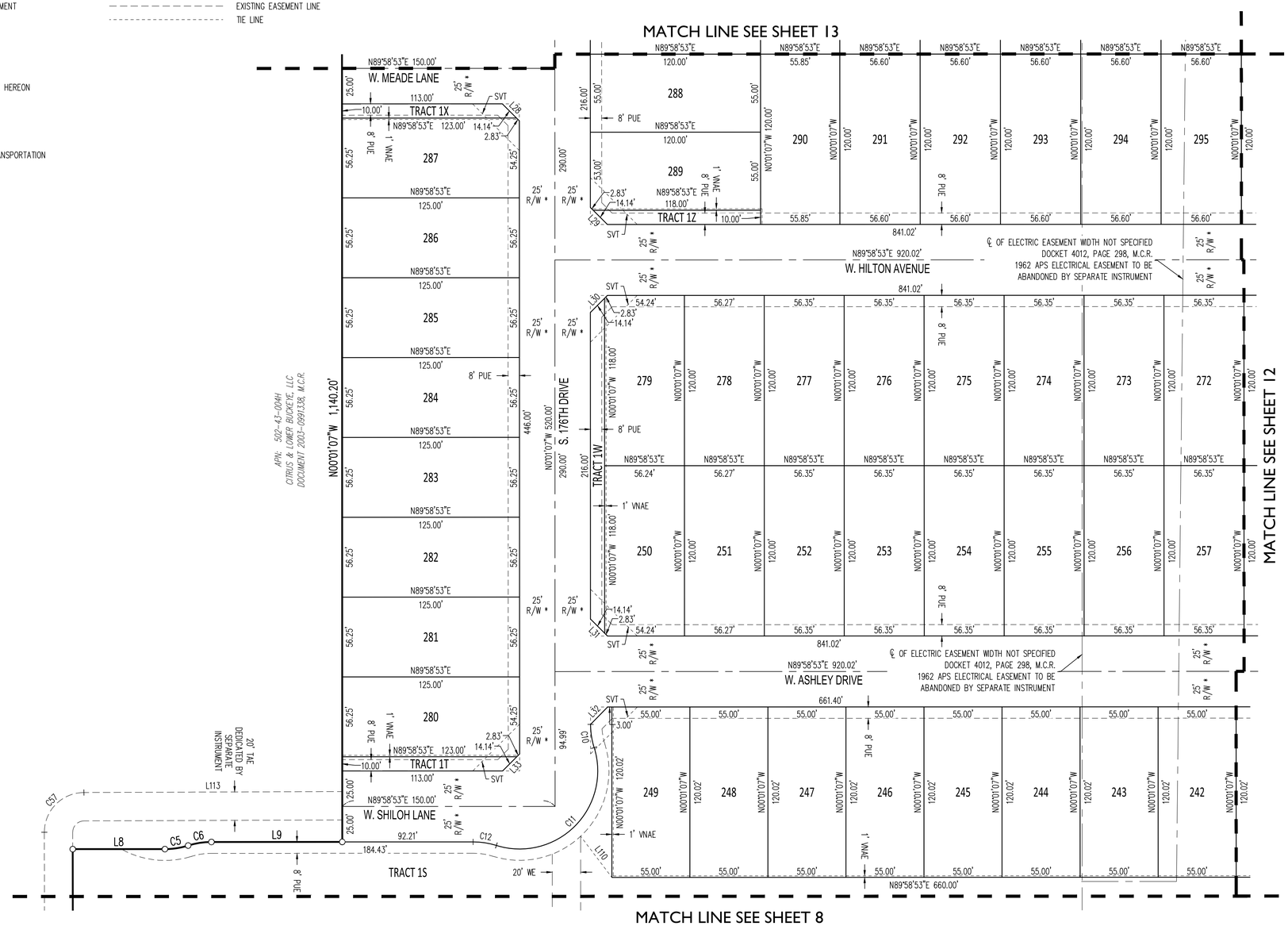
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12/31/2024

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Sheet No.
11
of 14

NORTH

40 0 40 80
scale feet

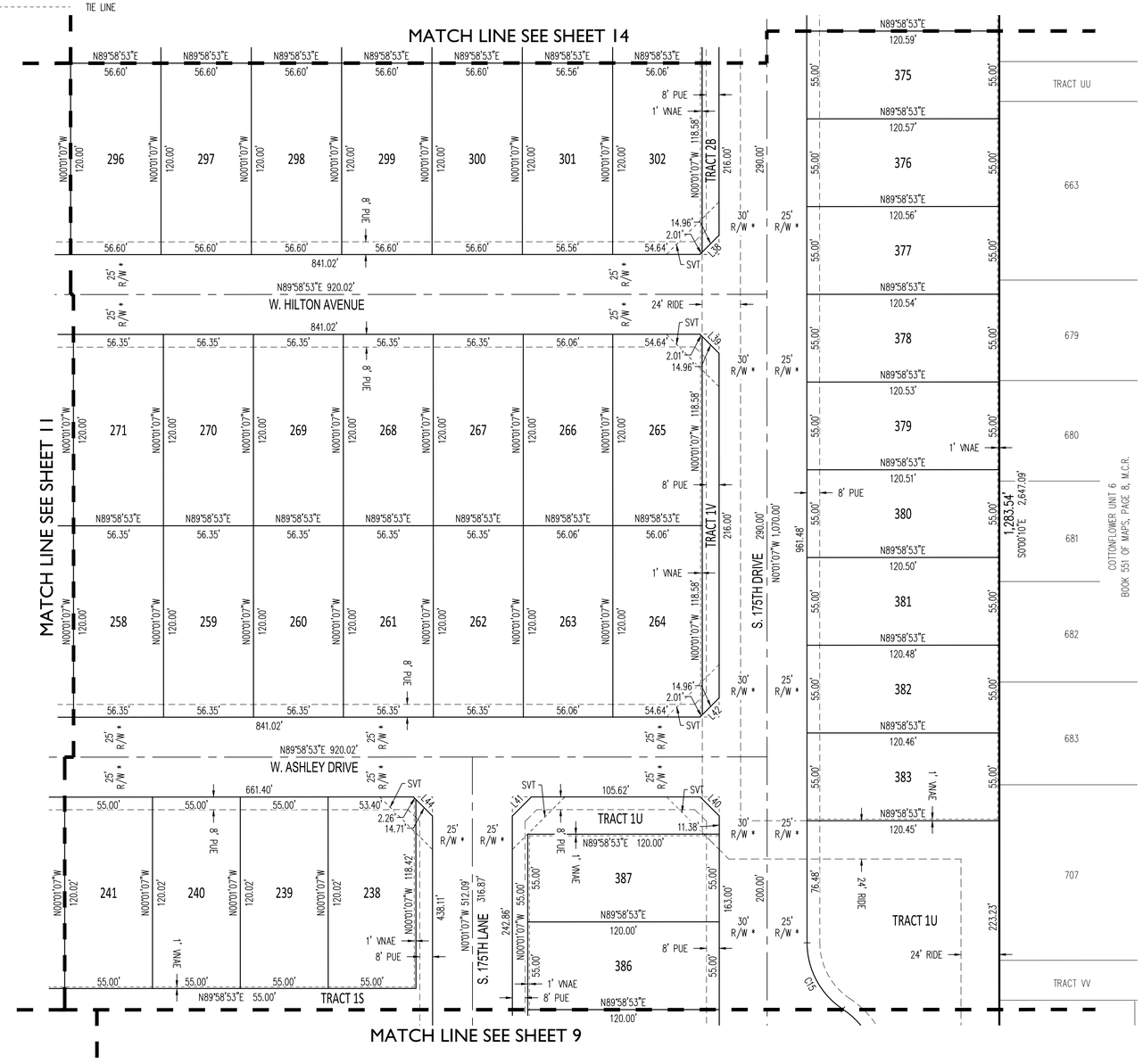
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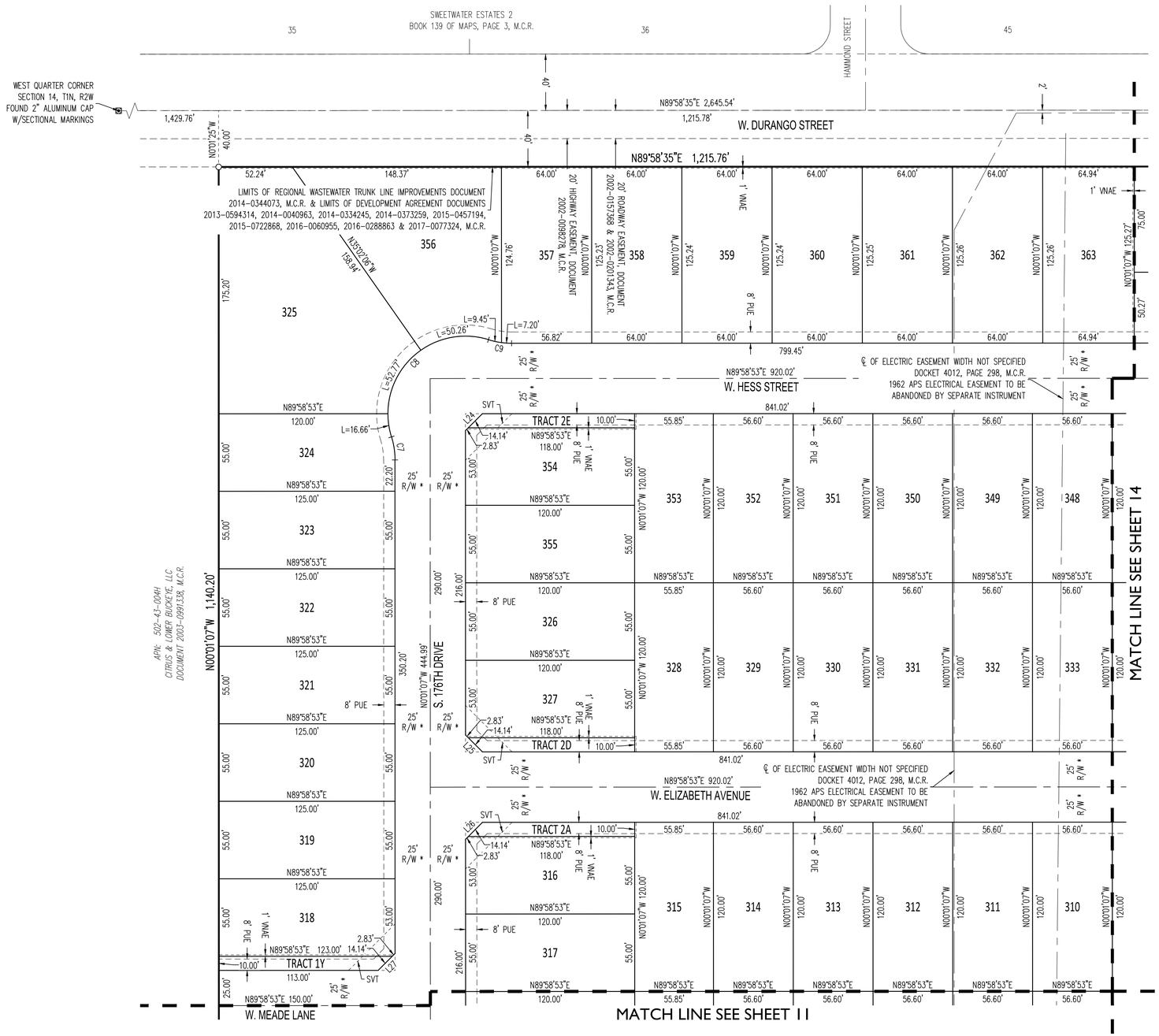
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NORTH

40 0 40 80
scale feet

SCALE: 1" = 40'

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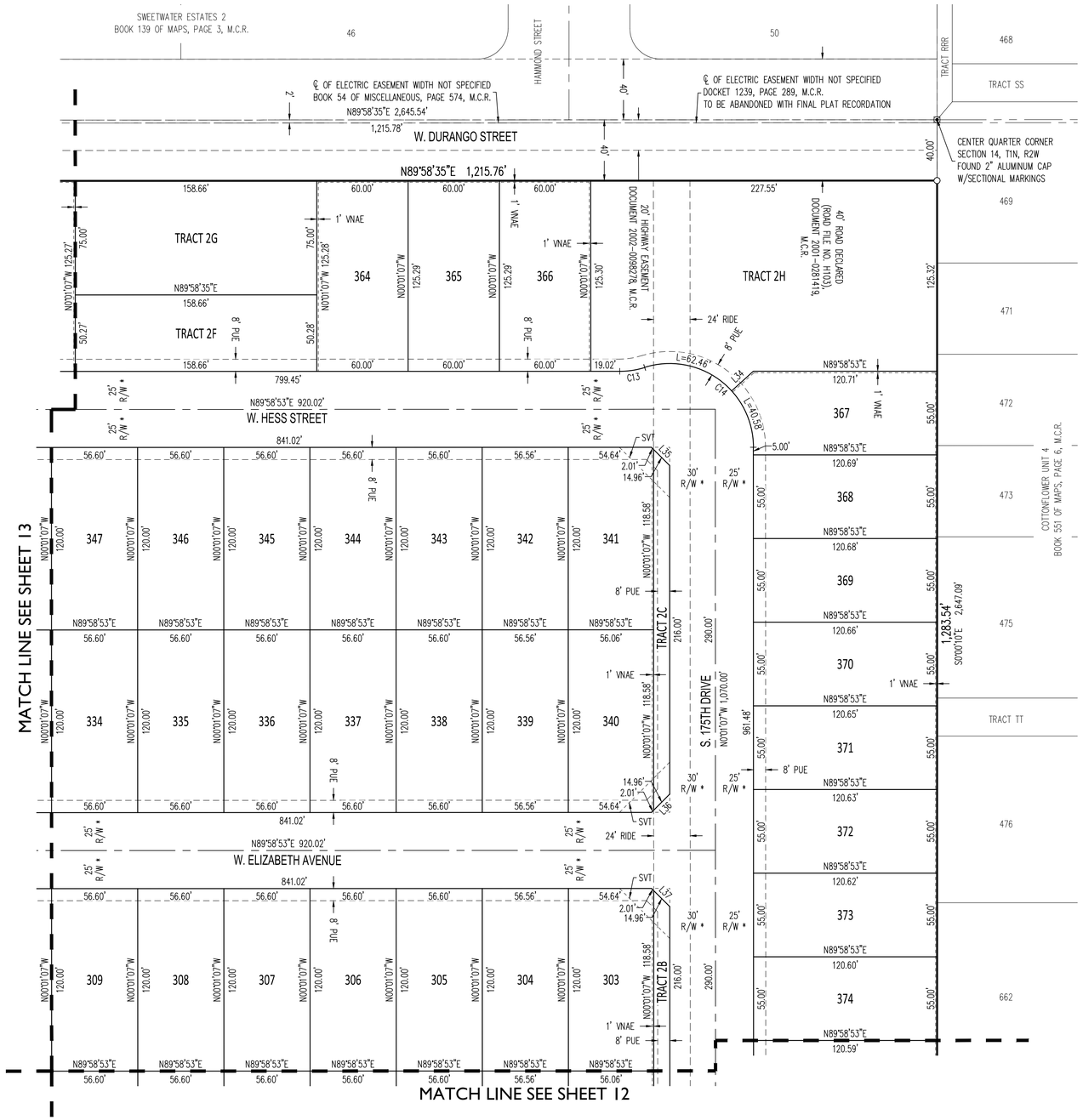
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NORTH

40 0 40 80
scale feet

SCALE: 1" = 40'

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Aerial Photo Exhibit

La Jolla Vista Phase 1 Final Plat
Case No. E24-04176



ITEM #: 4.
DATE: 07/08/2024
AI #:2126

CITY COUNCIL ACTION REPORT

SUBJECT: **REPLAT OF PALM VALLEY PAVILIONS LOT 6 AND A PORTION OF LOT 7**

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

---

SUMMARY

A Replat of Palm Valley Pavilions Lot 6 and a Portion Lot 7 subdividing approximately 13.05 acres into 3 lots at the southeast intersection of North Litchfield Road and West McDowell Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Replat of Palm Valley Pavilions Lot 6 and A Portion of Lot 7 of the Final Plat of Palm Valley Pavilions, subject to stipulations (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat; and
2. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the boundaries of the Final Plat (the “Platted Property’) and shall modify the Final Plat to reflect the current ownership and current lender including on 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 Platted Property. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat is authorized to do so.

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 final plat of Palm Valley Pavilions was approved by the City Council on March 23, 1998. A Use Permit for Palm Valley Pavilions Medical Office Building on the proposed Lot 7B was approved by the City Council on July 10, 2023.

STAFF ANALYSIS

As set forth in the attached replat 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 zoning requirements.

Attachments

Aerial Photo

Final Plat

Replat of Lot 6 and Portions of Lot 7, Palm Valley Pavilions
South of W McDowell Road
East of N Litchfield Road



E24-00517 Replat of Lot 6 and Portions of Lot 7, Palm Valley Pavilions

REPLAT
OF
"PALM VALLEY PAVILIONS LOT 6 AND A PORTION OF LOT 7"

BEING A REPLAT OF LOT 6 AND A PORTION OF LOT 7 OF PALM VALLEY PAVILLIONS AS RECORDED IN BOOK 482 OF MAPS ON PAGE 47, MCR AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNERS STATEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT PMB PALM VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER OF LOT 6 AND GOODYEAR DEVELOPMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF A PORTION OF LOT 7 HAVE SUBDIVIDED UNDER THE NAME OF "REPLAT OF LOT 6 AND A PORTION OF LOT 7, PALM VALLEY PAVILIONS" A REPLAT OF THE FINAL PLAT OF "PALM VALLEY PAVILIONS" RECORDED IN BOOK 482, PAGE 41 MARICOPA COUNTY RECORDS (MCR), LYING WITHIN A PORTION OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS REPLAT AS AND FOR SAID REPLAT OF "LOT 6 AND A PORTION OF LOT 7, PALM VALLEY PAVILIONS", AND HEREBY DECLARES THAT SAID REPLAT 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.

PMB PALM VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF LOT 6, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON-EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOT 6 DESIGNATED AS "EMERGENCY ACCESS ESMNT DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREA"). THE ACCESS EASEMENT DEDICATED HEREON IS FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT 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 AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS 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 AN 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 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 ACCESS EASEMENT AREA.

GOODYEAR DEVELOPMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR A NON-EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOT 7A AND LOT 7B DESIGNATED AS "EMERGENCY ACCESS ESMNT DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREA"). THE ACCESS EASEMENT DEDICATED HEREON IS FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT 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 AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS 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 AN 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 DEDICATED HEREON RUNS 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 AREAS.

PMB PALM VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER OF LOT 6 ("GRANTOR"), WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "GRANTEE") THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY DESCRIBED HEREIN; THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN; AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY BEING CONVEYED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND PMB PALM VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF GRANTEE'S SUCCESSORS AND ASSIGNS.

GOODYEAR DEVELOPMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER OF A PORTION OF LOT 7 ("GRANTOR"), WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "GRANTEE") THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY DESCRIBED HEREIN; THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN; AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY BEING CONVEYED HEREIN.

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IN WITNESS THEREOF, PMB PALM VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

DATED THIS _____ DAY OF _____ 20__.

BY: _____
BENJAMIN RYAN, AUTHORIZED REPRESENTATIVE

IN WITNESS THEREOF, GOODYEAR DEVELOPMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

DATED THIS _____ DAY OF _____ 20__.

BY: _____
JON AVGANIM, AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
} ss
COUNTY OF LOS ANGELES}

ON _____, 20____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED JON AVGANIM WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE/HE/THEY EXECUTED THE SAME IN HER/HIS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HER/HIS/THEIR SIGNATURES ON THIS INSTRUMENT THE PERSON(S), OR ENTITIES UPON WHICH THE PERSON(S), EXECUTED THIS INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

IWITNESS MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC EXPIRES

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
} SS
COUNTY OF LOS ANGELES}

ON _____, 20____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED BENJAMIN RYAN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE/HE/THEY EXECUTED THE SAME IN HER/HIS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HER/HIS/THEIR SIGNATURES ON THIS INSTRUMENT THE PERSON(S), OR ENTITIES UPON WHICH THE PERSON(S), EXECUTED THIS INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

IWITNESS MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC EXPIRES

APPROVALS

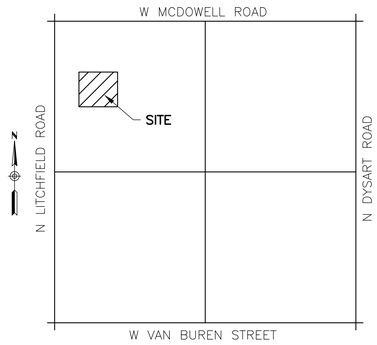
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 20____.

BY: _____ _____
JOE PIZZILLO, MAYOR DATE

ATTEST: _____ _____
DARCIE MCCRACKEN, CITY CLERK DATE

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 20____.

BY: _____ _____
STEVE SCINTO, CITY ENGINEER DATE



VICINITY MAP
SECTION 3
T1N, R1W
NTS

NOTES

1. THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF AN ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.

   _____ _____
   MANAGER DATE
   LIBERTY UTILITIES

2. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND EXCEPT 69KV AND LARGER POWER LINES.

3. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES LESS THAN 6 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

4. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED WITHIN A PUE EXCEPT UTILITIES, WOOD, WORE OR REMOVABLE SECTION TYPE FENCING, ASPHALT OR CONCRETE PAVING. GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY CONSTRUCTION, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION. HOWEVER, DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION, THE CITY OF GOODYEAR WILL USE REASONABLE CARE AND CONSIDERATION OF EXISTING LANDSCAPING. IT IS FURTHER UNDERSTOOD THAT ALL PERSONS OTHER THAN THE CITY OF GOODYEAR SHALL BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION.

5. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS OR PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

6. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH THEIR USE.

7. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM THE PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. EACH LOT PURCHASER SHALL SIGN A SEPARATE STATEMENT ACKNOWLEDGING RECIEPT OF THIS DISCLOSURE.

8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10.

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND REPLAT OF THE PREMISES DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2024, AND THAT THE REPLAT IS CORRECT AND ACCURATE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE REPLAT TO BE RETRACED, AND THAT THIS REPLAT MEETS THE MINIMUM STANDARDS FOR ARIZONA BOUNDARY SURVEYS.

JASON P GRAHAM, RLS 47537

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 06/13/24
ARIZONA U.S.A.

EXPIRES: 3-31-26

UTILITY PROVIDERS

ELECTRIC:	APS
GAS:	SOUTHWEST GAS
WATER:	LIBERTY UTILITIES
SEWER:	LIBERTY UTILITIES
CATV:	CENTURYLINK

COG 24-00000000

3020 E. Camelback Rd
Suite 201
Phoenix, AZ 85016
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

DIBBLE

REPLAT
A PORTION OF THE NORTHWEST 1/4, SECTION 3,
TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA & SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

PROJECT NO: 122201	DATE: MAR 2024	SCALE: AS SHOWN	
SURVEYED: DEC 2022	DRAWN: CSD	REVIEWED: JPG	
FIELD WORK: JRK ARC		REVIEWED: JPG	
REVISIONS:			

SHEET 1 OF 4

FILE:\\PROJECTS\2022\122210 PMB Goodyear 2 WORK\DWG\122210-REPLAT.dwg DATE:Jun. 13 2024 TIME: 02:00 pm

REPLAT
OF
"PALM VALLEY PAVILIONS LOT 6 AND A PORTION OF LOT 7"

BEING A REPLAT OF LOT 6 AND A PORTION OF LOT 7 OF PALM VALLEY PAVILLIONS AS RECORDED IN BOOK 482 OF MAPS ON PAGE 47, MCR AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LENDER RATIFICATION-LOT 6

THE UNDERSIGNED, AS THE BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED (NOVEMBER 21, 2019) RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. (2019-942731) (THE DEED OF TRUST) AND THE ASSIGNMENT OF RENTS DATED (--) RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AS DOCUMENT NUMBER (--) (THE ASSIGNMENT OF RENTS) ENCUMBERING THE PROPERTY SUBJECT TO THIS FINAL PLAT, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT AND DOES HEREBY RELEASE FROM THE DEED OF TRUST AND THE LOAN SECURED THEREBY THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS FINAL PLAT. THE UNDERSIGNED, ON BEHALF OF ITSELF AND ALL FUTURE SUCCESSOR AND ASSIGNS TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS, HEREBY SUBORDINATES THE DEED OF TRUST AND THE LOAN SECURED THEREBY AND THE ASSIGNMENT OF RENTS TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT AND AGREES THAT ANY ACQUISITION, TRANSFER, OR SALE OF ALL OR PART OF THE PROPERTY SUBJECT TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS WHETHER BY FORECLOSURE, DEED-IN-LIEU OR OTHER MEANS, SHALL BE BOUND TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST OR THE ASSIGNMENT OF RENTS UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THE DEED OF TRUST AND ASSIGNMENT OF RENTS.

IN WITNESS THEREOF, CAPITAL ONE, NATIONAL ASSOCIATION, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

DATED THIS _____ DAY OF _____ 20__.

BY: _____
AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
} ss
COUNTY OF _____ }

ON _____, 20____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE/HE/THEY EXECUTED THE SAME IN HER/HIS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HER/HIS/THEIR SIGNATURES ON THIS INSTRUMENT THE PERSON(S), OR ENTITIES UPON WHICH THE PERSON(S), EXECUTED THIS INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

IWITNESS MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC EXPIRES

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 06/13/24
ARIZONA U.S.A.
EXPIRES: 3-31-26

COG 24-00000000

3020 E. Camelback Rd
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Phoenix, AZ 85016
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F 602.957.2838
www.dibblecorp.com

DIBBLE

REPLAT
A PORTION OF THE NORTHWEST 1/4, SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

PROJECT NO: 1122201	DATE: MAR 2024	SCALE: AS SHOWN	
SURVEYED: DEC 2022	DRAWN: CSD	REVIEWED: JPG	
FIELD WORK: JRK ARC		REVIEWED: JPG	
REVISIONS:			

SHEET 2 OF 4

FILE:\\PROJECTS\2022\1122210 PWB Goodyear 2 MCR\CAD\122210-REPLAT.dwg DATE:Jun. 13 2024 TIME: 02:02 pm

REPLAT
OF
"PALM VALLEY PAVILIONS LOT 6 AND A PORTION OF LOT 7"

CURRENT LEGAL DESCRIPTION

BEING ALL OF LOT 6, PALM VALLEY PAVILIONS AS RECORDED IN BOOK 482 OF MAPS ON PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA AND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

TOGETHER WITH:

THAT PORTION OF LOT 7, PALM VALLEY PAVILIONS, ACCORDING TO BOOK 482 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7;

THENCE NORTH 89 DEGREES 44 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 842.45 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00 DEGREES 19 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 310.87 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID PALM VALLEY PAVILIONS;

THENCE NORTH 01 DEGREES 04 MINUTES 01 SECONDS WEST, A DISTANCE OF 25.01 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, A DISTANCE OF 390.62 FEET;

THENCE NORTH 03 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 89.95 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, A DISTANCE OF 39.47 FEET;

THENCE SOUTH 00 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00 DEGREES 43 MINUTES 17 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.47 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 8.01 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, A DISTANCE OF 198.20 FEET TO THE EAST LINE OF SAID LOT 7;

THENCE SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 416.13 FEET TO THE POINT OF BEGINNING.

NEW LEGAL DESCRIPTIONS

LOT 6

A PARCEL OF LAND SITUATED IN A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 3, BEARS SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 2616.31 FEET, BEING THE BASIS OF BEARINGS FOR THIS SURVEY;

THENCE UPON AND WITH THE NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 1153.40 FEET;

THENCE DEPARTING SAID NORTH SECTION LINE, SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF WEST MCDOWELL ROAD;

THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 1050.73 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 225.27 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 797.77 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 142.19 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 44.60 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 236.84 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, A DISTANCE OF 385.64 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 77.75 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, A DISTANCE OF 74.00 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 76.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, A DISTANCE OF 383.00 FEET, TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 248,354 SQUARE FEET OR 5.701 ACRES OF LAND, MORE OR LESS.

NEW LEGAL DESCRIPTIONS (CONT.)

LOT 7A

A PARCEL OF LAND SITUATED IN A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 3, BEARS SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 2616.31 FEET, BEING THE BASIS OF BEARINGS FOR THIS SURVEY;

THENCE UPON AND WITH THE NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 1153.40 FEET;

THENCE DEPARTING SAID NORTH SECTION LINE, SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF WEST MCDOWELL ROAD;

THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 558.60 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 132.09 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES 02 SECONDS WEST, A DISTANCE OF 165.57 FEET;

THENCE SOUTH 31 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 24.97 FEET;

THENCE SOUTH 51 DEGREES 26 MINUTES 31 SECONDS WEST, A DISTANCE OF 24.84 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 103.43 FEET;

THENCE SOUTH 55 DEGREES 54 MINUTES 42 SECONDS WEST, A DISTANCE OF 81.77 FEET;

THENCE NORTH 70 DEGREES 03 MINUTES 05 SECONDS WEST, A DISTANCE OF 189.21 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.11 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 399.95 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 194.54 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 39 SECONDS EAST, A DISTANCE OF 25.01 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST, A DISTANCE OF 390.62 FEET;

THENCE NORTH 03 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 89.95 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST, A DISTANCE OF 39.47 FEET;

THENCE SOUTH 00 DEGREES 57 MINUTES 38 SECONDS WEST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST, A DISTANCE OF 200.47 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 8.01 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST, A DISTANCE OF 198.20 FEET, TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 188,263 SQUARE FEET OR 4.322 ACRES OF LAND, MORE OR LESS.

AREAS

LOT 6	248,253 SQUARE FEET OR	5.699 ACRES
LOT 7A	188,210 SQUARE FEET OR	4.321 ACRES
LOT 7B	132,038 SQUARE FEET OR	3.031 ACRES
TOTAL AREA	568,501 SQUARE FEET OR	13.051 ACRES

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, T1N, R1W, BEING THE MONUMENT LINE OF MCDOWELL ROAD, HAVING A BEARING OF S89°24'14"E IS THE BASIS OF BEARINGS FOR THIS SURVEY.

REFERENCE DOCUMENTS

FINAL PLAT	BOOK 482 OF MAPS, PAGE 47
MAP OF DEDICATION	BOOK 360 OF MAPS, PAGE 30
RECORD OF SURVEY	BOOK 832 OF MAPS, PAGE 9

NEW LEGAL DESCRIPTIONS (CONT.)

LOT 7B

A PARCEL OF LAND SITUATED IN A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 3, BEARS SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 2616.31 FEET, BEING THE BASIS OF BEARINGS FOR THIS SURVEY;

THENCE UPON AND WITH THE NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SOUTH 89 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 1153.40 FEET;

THENCE DEPARTING SAID NORTH SECTION LINE, SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF WEST MCDOWELL ROAD;

THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 690.69 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 360.04 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 383.00 FEET;

THENCE NORTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 76.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 74.00 FEET;

THENCE NORTH 00 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 77.75 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 385.64 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 38.56 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 399.95 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.11 FEET;

THENCE SOUTH 70 DEGREES 03 MINUTES 05 SECONDS EAST, A DISTANCE OF 189.21 FEET;

THENCE NORTH 55 DEGREES 54 MINUTES 42 SECONDS EAST, A DISTANCE OF 81.77 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 103.43 FEET;

THENCE NORTH 51 DEGREES 26 MINUTES 31 SECONDS EAST, A DISTANCE OF 24.84 FEET;

THENCE NORTH 31 DEGREES 18 MINUTES 52 SECONDS EAST, A DISTANCE OF 24.97 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST, A DISTANCE OF 165.57 FEET, TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 132,122 SQUARE FEET OR 3.033 ACRES OF LAND, MORE OR LESS.

SURVEYOR

DIBBLE ENGINEERING
3020 E. CAMELBACK ROAD,
SUITE 201
PHOENIX, AZ 85016
CONTACT: JASON P. GRAHAM
jason.graham@dibblecorp.com
(602) 957-1155

OWNERS

LOT 7A:
GOODYEAR DEVELOPMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY; AND
5850 CANOGA AVENUE, SUITE 100
WOODLAND HILLS, CA 91367
JON AVGANIM
818-216-7662
jonavganim@gmail.com

LOT 7B:
PMB GOODYEAR 2, A DELAWARE LIMITED LIABILITY COMPANY
329 S HIGHWAY 101, SUITE 160
SOLANA BEACH, CA 92075
JACOB DINNEN
858-794-1900
jdinnen@pmbllc.com

LOT 6:
PMB PALM VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY
329 S HIGHWAY 101, SUITE 160
SOLANA BEACH, CA 92075
BENJAMIN RYAN
858-794-1900
ben@pmbllc.com

COG 24-00000000

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 08/13/24
ARIZONA U.S.A.

3020 E. Camelback Rd
Suite 201
Phoenix, AZ 85016
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

DIBBLE

REPLAT
A PORTION OF THE NORTHWEST 1/4, SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

PROJECT NO: 122201	DATE: MAR 2024	SCALE: AS SHOWN	
SURVEYED: DEC 2022	DRAWN: CSD	REVIEWED: JPG	
FIELD WORK: JRK ARC		REVIEWED: JPG	
REVISIONS:			

SHEET 3 OF 4

FILE:\\PROJECTS\2022\122210 PMB Goodyear 2 WORK\DWG\122210-REPLAT.dwg DATE:Jun. 13 2024 TIME: 02:06 pm

POINT OF COMMENCING – ALL LOTS
NW COR SEC 3 T1N R1W
FOUND BRASS CAP IN HANDHOLE

BASIS OF BEARINGS
S89°24'14"E 2616.31'

N 1/4 COR
SEC 3 T1N R1W

1153.40'
W MCDOWELL ROAD

65'

L14

S00°35'58"W
558.60'

LOT 4 & 5
PALM VALLEY PAVILIONS
BK 482 PG 47
(NOT A PART OF THIS SUBDIVISION)
NON-EXCLUSIVE
INGRESS/EGRESS & UTILITIES
EASEMENT 1995-692508 &
2013-0877864

LOT 7
PALM VALLEY PAVILIONS
BK 482 PG 47
(NOT A PART OF THIS SUBDIVISION)
NON-EXCLUSIVE
INGRESS/EGRESS & UTILITIES
EASEMENT 1995-692508 &
2013-0877864

ELEC ESMNT
1999-765180

L3
L4
L5
L6
L7

S89°24'02"E 200.47'

S89°24'02"E 198.20'

LOT 7A
POINT OF
BEGINNING

ELEC ESMNT
2023-329705 &
2023-517039

SIGN ESMNT
BK 482 PG 47

N03°29'09"E
89.95'

7.00'

S89°24'02"E 390.62'

S89°24'02"E 345.98'

L2

10.00'

EMERGENCY ACCESS ESMNT
DEDICATED HEREON

C3

ELEC ESMNT
2000-735895

55.78'

132.09'

LOT 7B
POINT OF
BEGINNING

N89°24'02"W 165.57'

L8

L9

WEST VALLEY MEDICAL
CAMPUS
BK 687 PG 41
(NOT A PART OF THIS
SUBDIVISION)

1200.89'

N00°33'29"E 2653.27'

N LITCHFIELD ROAD

194.54'

8' ELEC ESMNT
1999-765180

LOT 7A

60' YARD ESMNT
1999-252981

S00°00'00"E 110.53'

S00°30'00"W
103.43'

447.32'

N00°35'58"E

C2

L10

N70°03'05"W 189.21'

S70°53'56"E 165.55'

S55°54'42"W
81.77'

469.94'

N89°30'20"W 399.95'

LOT 3
PALM VALLEY PAVILIONS
BK 482 PG 47
(NOT A PART OF THIS
SUBDIVISION)
NON-EXCLUSIVE
INGRESS/EGRESS &
UTILITIES EASEMENT
1995-692508 &
2013-0877864

N00°33'33"E
38.56'

S89°30'22"E 385.64'

C1

C4

C5

LOT 7B

L12

10.00'

10.00'

S00°35'57"W
77.75'

S89°30'22"E
74.00'

S00°35'58"W
76.00'

360.04'

S00°35'58"W 717.40'

ACCESS ESMNT
2020-0041466

L13

S89°30'22"E 383.00'

LOT 6
POINT OF
BEGINNING

236.84'

L11

S89°30'35"E 245.07'

L1

8' ELEC ESMNT
1996-515233

8' ELEC ESMNT
1998-1134762

LOT 6

225.27'

N00°33'33"E 142.19'

LOT 2
PALM VALLEY PAVILIONS
BK 482 PG 47
(NOT A PART OF THIS
SUBDIVISION)
NON-EXCLUSIVE
INGRESS/EGRESS &
UTILITIES EASEMENTS
1995-789011,
1995-692508 &
2013-0877864

PRIVATE STORM ESMNT
BK 482 PG 47

N89°30'26"W 797.77'

CITY OF GOODYEAR
2016-0530390
(NOT A PART OF THIS SUBDIVISION)

W 1/4 COR
SEC 3 T1N R1W

N

0' 30' 60' 120'

SCALE: 1"=60'

LEGEND

⊙	FOUND BRASS CAP IN HANDHOLE
⊙	FOUND BRASS CAP FLUSH
▲	FOUND MAG NAIL
•	FOUND 1/2" REBAR
○	SET 1/2" REBAR W/RLS 47537 CAP
	SECTION LINE
	MID-SECTION LINE
	CENTERLINE
	RIGHT OF WAY LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EASEMENT LINE
R/W	RIGHT OF WAY
MCR	MARICOPA COUNTY RECORDS
INSTR	INSTRUMENT NO
DKT	DOCKET
BK	BOOK
PG	PAGE
ESMNT	EASEMENT
PUE	PUBLIC UTILITY EASEMENT

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°29'39"W	44.60'
L2	N00°31'39"W	25.01'
L3	S89°24'02"E	39.47'
L4	S00°57'38"W	4.00'
L5	S89°24'02"E	10.00'
L6	N00°57'38"E	4.00'
L7	S00°35'58"W	8.01'
L8	N31°18'52"E	24.97'
L9	S51°26'31"W	24.84'
L10	N00°00'00"E	44.11'
L11	S89°30'26"E	65.00'
L12	S00°00'00"E	95.82'
L13	S89°30'22"E	109.61'
L14	N00°35'58"E	65.00'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	70.22'	45.00'	89°24'02"
C2	43.31'	35.00'	70°53'56"
C3	43.31'	35.00'	70°53'56"
C4	54.68'	35.00'	89°30'22"
C5	70.60'	45.00'	89°53'41"

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 06/13/24
ARIZONA U.S.A.

3020 E. Camelback Rd
Suite 201
Phoenix, AZ 85016
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

DIBBLE

REPLAT

A PORTION OF THE NORTHWEST 1/4, SECTION 3,
TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA & SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

PROJECT NO: 122201
SURVEYED: DEC 2022
FIELD WORK: JRK ARC
REVISIONS:

DATE: MAR 2024
DRAWN: CSD

SCALE: AS SHOWN
REVIEWED: JPG
REVIEWED: JPG

SHEET 4 OF 4

FILE:\\PROJECTS\2022\122210 PMB Goodyear 2 WORK\DWG\122210-REPLAT.dwg DATE:Jun. 13 2024 TIME: 02:06 pm

ITEM #: 5.
DATE: 07/08/2024
AI #:2137

CITY COUNCIL ACTION REPORT

SUBJECT: **REQUEST FOR 90-DAY EXTENSION OF THE FINAL PLAT FOR LA PRIVADA PARCELS 3 & 7 PHASE 1**

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

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OTHER PRESENTER(S):

Geoff Bobiy, Melcor Developments; Chris Patton, Rick Engineering

SUMMARY

90-day extension of approval of Final Plat for La Privada Parcels 3 & 7 Phase 1, which subdivides approximately 52.63 acres at the intersection of W. Yuma Road and N. 183 rd Avenue into 131 lots and 23 tracts.

STRATEGIC PLAN ALIGNMENT

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RECOMMENDATION

Approve a 90-day extension of the Final Plat for La Privada Parcels 3 & 7 Phase 1 approved on January 23, 2023, subject to stipulations, which extension shall commence on August 10, 2024, the date of the current approval expiration. (Marty Crossland, Deputy Director of Development Engineering)

FISCAL IMPACT

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

to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The Preliminary Plat of La Privada Parcels 3 & 7 was approved by the City Council on September 27, 2021. A Final Plat of La Privada Parcels 3 & 7 Phase 1 was approved by the City Council on January 23, 2023. A re-approval of the Final Plat was approved by City Council on February 12, 2024. An administrative 90-day extension was approved by staff on April 15, 2024. The current extension expires on August 10, 2024.

The Final Plat of La Privada Parcels 3 & 7 Phase 1 has not been recorded because the property is being sold to a builder who will be developing the property. Although the current owner of the property, Melcor Developments, Ltd., has been working diligently on the completion of the sale, the purchase and sale have not yet been finalized. Melcor has requested the extension so the sale and purchase can be finalized, at which time the final plat will be recorded. Melcor Developments Ltd is requesting a second 90-day extension. The request for an extension to extend the approval was received prior to the current recording deadline as required by Section 15-2-5(I)(1) of the Goodyear City Code.

STAFF ANALYSIS

Under the Goodyear City Code, the approval of a final plat expires if the final plat is not recorded within 90-days of the date the final plat was approved unless the approval has been extended as provided in Goodyear City Code Section 15-2-5(I)(1). The following conditions must be satisfied before an extension is granted: (a) there have been no substantive changes to any of the standards listed in subsection D of Section 15-2-5; (b) that the existing preliminary plat continues to comply with all applicable requirements; and (c) the subdivider has expended substantial effort and made substantial progress towards the completion of engineering construction plans for the required subdivision improvements. Pursuant to the provisions in section 15-2-5(I)(1), the final plat approval was extended administratively for a period of 90 days. Section 15-2-5(I)(1) provides for a final plat approval to be extended for additional 90 days subject to City Council approval.

All conditions required for the requested extension have been satisfied. Accordingly, Staff is recommending Council approve the requested 90-day extension.

Attachments

1. January 23, 2023 Council Action Report
2. Approved Final Plat
3. Extension Request Narrative
4. Aerial Photo

AGENDA ITEM #: AI-1255
DATE: 01/23/2023
CAR #:

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT LA PRIVADA PARCELS 3 & 7 PHASE 1

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

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OTHER PRESENTER(S):
Chris Patton, Rick Engineering

SUMMARY:

A Final Plat subdividing approximately 52.63 acres into 131 lots and 23 tracts at the intersection of Yuma Road and 183rd Avenue.

Recommendation:

Approve the Final Plat of La Privada Parcels 3 & 7 Phase 1, subject to the following stipulations (Marty Crossland, Interim Deputy Director of Development Enigneering):

STIPULATIONS:

1. Any technical corrections to the Final Plat of La Privada Parcels 3 & 7 Phase 1 (the "Final Plat") approved herein required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;

2. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the boundaries of the Final Plat (the "Platted Property') and shall modify the Final Plat to reflect the current ownership and current lender including on 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 Platted Property. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat is authorized to do so; and

3. Prior to recordation of Owner, at Owner's sole cost and expense shall provide the city a temporary drainage easement in a size and location approved by the City Engineer or designee and in form approved by the City Attorney or his designee that allows for the receipt, retention, conveyance and disposal of storm water flows generated north of the Platted Property that historically flow over the Platted Property and that allows for the construction, maintenance, repair andreplacement of drainage improvements needed for the receipt, retention, conveyance and disposal of such storm water flows; and

4. The Final Plat, shall not be recorded until Roosevelt Irrigation District and Maricopa County Department of Transportation have provided the city written approvals approving all construction plans that impact their respective interests.

5. Unless previously paid, a cost recovery payment of $150,718.74 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line E that has been fully constructed by the parties to the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded in the official records. The $150,718.74 represents the percentage of the maximum probable cost for Regional Water Delivery Line E set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as La Privada. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid; and

6. Except as provided herein, unless previously paid, a cost recovery payment of $48,305.95 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line F that has only been partially constructed. The $48,305.96 represents the percentage of the maximum probable cost for Regional Water Delivery Line F set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed if the owner of the Platted Property is going to complete the construction of Regional Water Delivery Line F as described in the Cost Recovery Resolution – Water Delivery Lines. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Water Delivery Line F has been fully completed by the owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

7. Unless previously paid, a cost recovery payment in the amount of $1,586,284.03 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the "Cost Recovery Resolution – Wastewater Trunk Lines") for Regional Wastewater Lines B, E, I, J, and K, which have been fully constructed by others. The $1,586,284.03 represents the percentage of the cost of Regional Wastewater Lines B, E, I, J, and K set forth in the Cost Recovery Resolution – Wastewater Trunk Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as Paseo Ridge Phase II (Lees). No building permits for any structures within the Platted Property shall be issued until this payment has been received by the City; and

8. Except as provided herein, unless previously paid, a cost recovery payment of $644,283.40 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the "Cost Recovery Resolution – Wastewater Trunk Lines") for Regional Wastewater Line N that has not yet been constructed. The $644,283.40 represents the percentage of the maximum probable cost for Regional Wastewater Line N set forth in the Cost Recovery Resolution – Wastewater Trunk Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed for Regional Wastewater Line N if the owner of the Platted Property is going to construct 100% of Regional Wastewater Line N. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Wastewater Line N has been fully completed by owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

9. Except as provided herein, unless previously paid, a cost recovery payment of $149,469.09 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line C that has not yet been constructed. The $149,469.09 represents the percentage of the maximum probable cost for Regional Water Delivery Line C set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed for Regional Water Delivery Line C if the owner of the Platted Property is going to construct 100% of Regional Water Delivery Line C. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Water Delivery Line C has been fully completed by owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

10. Except as provided herein, unless previously paid, a cost recovery payment of $272,096.31 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line D that has not yet been constructed. The $272,096.31 represents the percentage of the maximum probable cost for Regional Water Delivery Line D set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as La Privada and to the portion of the Platted Property identified and described

in the Cost Recovery Resolution – Water Delivery Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed for Regional Water Delivery Line D if the owner of the Platted Property is going to construct 100% of Regional Water Delivery Line D. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Water Delivery Line D has been fully completed by owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

11. Prior to recordation of this Final Plat, and unless previously paid, Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in -lieu payment for the median and median landscaping shall be based on the actual cost of the full median and full median landscaping if completed or the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee; and

12. Prior to recordation of this Final Plat, and unless previously paid, Owner shall make an in-lieu payment to the City for 50% of the cost of a full traffic signal (all four legs) at the intersection of W. Yuma Road and S. 183rd Avenue. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee; and

13. Prior to recordation of this Final Plat, Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the entire La Privada Property zoned by Ordinance 2021-1505 and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear.

FISCAL IMPACT:

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

BACKGROUND AND PREVIOUS ACTIONS:

The preliminary plat of La Privada Phase 3 & 7 was approved by the City Council on September 27, 2021.

STAFF ANALYSIS

As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development. The Final Plat is in substantial conformance with the Preliminary Plat.

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "LA PRIVADA PARCELS 3 & 7 PHASE 1", THE SOUTH HALF OF SECTION 10, TOWNSHIP 1 NORTH, 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 EACH RESPECTIVELY ON SAID PLAT.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, TRACT 3–F, TRACT 7–B, TRACT M, AND THE STREETS SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DECLARES TRACTS 3–A, 3–C, 3–E, 3–J, 3–K, 3–M, 3–N, 3–O, 3–P, 3–Q, 7–A, 7–C, 7–E, 7–F, 7–I, 7–J, 7–K, 7–L, M–A, AND M–C SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON SAID PLAT, AND, SUBJECT TO THE EASEMENTS AND COVENANTS HEREIN, DEDICATES AND CONVEYS TO LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, TRACTS 3–A, 3–C, 3–E, 3–J, 3–K, 3–M, 3–N, 3–O, 3–P, 3–Q, 7–A, 7–C, 7–E, 7–F, 7–I, 7–J, 7–K, 7–L, M–A, AND M–C ON SAID PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("P.U.E.") IN TRACTS AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR 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.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, A WATER AND WASTEWATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT 3–P DESIGNATED AS W.S.E. AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND WASTEWATER EASEMENT AREA"). THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WASTEWATER LINES, AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WATER AND WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND WASTEWATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER AND WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND WASTEWATER EASEMENT AREA AND THE WATER AND WASTEWATER EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER AND WASTEWATER 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 WASTEWATER LINE EASEMENT AREAS.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 3–A, 3–C, 3–E, 3–K, 3–N, 7–C, 7–E, 7–F, 7–L, AND M–A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS; THE CONSTRUCTION INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). OWNER OF TRACTS 3–A, 3–C, 3–E, 3–K, 3–N, 7–C, 7–E, 7–F, 7–L, AND M–A AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING OR CAUSING THE CONSTRUCTION OR INSTALLATION OF THE DRAINAGE FACILITIES; AND FOR 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 OF GOODYEAR IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT, IF THE GOODYEAR CITY ENGINEER, THE GOODYEAR DIRECTOR OF PUBLIC WORKS AND/OR THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY OF GOODYEAR MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY OF GOODYEAR FOR ALL COSTS THE CITY OF GOODYEAR INCURS IN PERFORMING ANY MAINTENANCE WORK AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY OF GOODYEAR HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE DRAINAGE EASEMENTS. 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 3–A, 3–C, 3–E, 3–K, 3–N, 7–C, 7–E, 7–F, 7–L, AND M–A.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, PERPETUAL NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS TRACTS 3–A, 3–C, 3–E, 3–K, 3–N, 7–C, 7–E, 7–F, 7–L, AND M–A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS; THE CONSTRUCTION INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). THE LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE REPAIR AND REPLACEMENT OF ALL DRAINAGE FACILITIES INSTALLED WITHIN THE DRAINAGE EASEMENT AREAS.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE LA PRIVADA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, ALL PRIVATE IRRIGATION EASEMENTS ("P.I.E") UPON, OVER, ACROSS, AND UNDER ALL AREAS WITHIN TRACTS 7–C AND 7–E DESIGNATED AS P.I.E FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING AND REPAIRING PRIVATE IRRIGATION LINES AND APPURTENANCES. THE LA PRIVADA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE IRRIGATION FACILITIES.

SCOTT COMMUNITIES AT LA PRIVADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, PERPETUAL NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON–ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS 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.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACT 3–F, TRACT 7–B AND TRACT M BEING CONVEYED TO THE CITY HEREIN, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION (THE "HOA"), EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN TRACT 3–F, TRACT 7–B AND TRACT M, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE HOA SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT–OF–WAY. THE HOA 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 TRACT 3–F, TRACT 7–B AND/OR TRACT M, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN TRACT 3–F, TRACT 7–B AND/OR TRACT M. THE HOA 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 TRACT 3–F, TRACT 7–B AND/OR TRACT M) 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, THE HOA SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE HOA FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACT 3–F, TRACT 7–B AND/OR TRACT M AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE HOA 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 CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") TO ALLOW THE CONSTRUCTION OF ENHANCED PAVEMENT OVER THE AREA DESIGNATED AS E.P.E., WITHIN W. TONTO STREET, W. DESERT BLOOM STREET, W. MARICOPA STREET, AND S. 184TH AVENUE BEING CONVEYED TO THE CITY HEREIN, SCOTT COMMUNITIES AT LA PRIVADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE "DEVELOPER") AGREES THAT THE ENHANCED PAVEMENT SHALL BE INSTALLED AT DEVELOPER'S SOLE COST IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER. UPON COMPLETION OF THE ENHANCED PAVEMENT AND ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY ENGINEER FOLLOWING THE EXPIRATION OF A TWO–YEAR WARRANTY PERIOD, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION ("HOA") AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE THE ENHANCED PAVEMENT SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS–OF–WAY SHALL BE OBTAINED. HOA 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 ENHANCED PAVEMENT, INCLUDING THE FAILURE TO MAINTAIN THE ENHANCED PAVEMENT AS REQUIRED HEREIN. EXCEPT AS PROVIDED HEREIN, HOA SHALL REPAIR, REPLACE AND/OR MAINTAIN THE ENHANCED PAVEMENT IMPROVEMENTS WITHIN SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY OF GOODYEAR TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE ENHANCED PAVEMENT IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE REPAIRS TO ITS ROADS, INCLUDING WITHIN THE ROAD WITHIN THE ENHANCED PAVEMENT AREA IN ANY FASHION IT DEEMS NECESSARY WITHOUT NOTICE TO THE HOA WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE ENHANCED PAVEMENT IMPROVEMENTS PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE SIXTY (60) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY OF THE ROAD, NOT THE ENHANCED PAVEMENT IMPROVEMENTS, AND FOLLOWING SUCH IMPROVEMENTS, THE CITY SHALL NOTIFY THE HOA OF THE NEED FOR REPAIRS, REPLACEMENTS AND/OR MAINTENANCE SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF THE HOA FAILS TO COMPLETE SUCH REPAIRS WITHIN THE SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE HOA SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER.

SCOTT COMMUNITIES AT LA PRIVADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AN EMERGENCY VEHICLE ACCESS EASEMENT OVER, ACROSS, AND THROUGH LOT 8 AND THE AREA WITHIN TRACT 3–C IDENTIFIED AS E.V.A.E AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "EMERGENCY ACCESS AREA") FOR USE BY EMERGENCY SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES AND TO ALLOW THE CITY OF GOODYEAR AND ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACEMENT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS AREA TO PROVIDE EMERGENCY ACCESS. OWNER SHALL CONSTRUCT OR CAUSE TO BE CONSTRUCTED ACCESS IMPROVEMENTS WITHIN THE EASEMENT AREA REQUIRED BY APPLICABLE DEVELOPMENT REGULATIONS AND PURSUANT TO IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE AND SHALL MAINTAIN THE ACCESS IMPROVEMENTS IN GOOD WORKING CONDITION. THE CITY OF GOODYEAR SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF THE ACCESS IMPROVEMENTS. IF OWNER FAILS TO MAINTAIN THE ACCESS IMPROVEMENTS AS REQUIRED HEREIN AFTER RECEIVING NOTICE FROM THE CITY OF GOODYEAR OF THE NEED FOR REPAIRS, THE CITY SHALL HAVE THE RIGHT TO UNDERTAKE SUCH REPAIRS. IF THE CITY UNDERTAKES SUCH WORK, OWNER SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE OBLIGATIONS HEREUNDER. THIS EASEMENT SHALL TERMINATE IF AN ALTERNATIVE IMPROVED SECONDARY POINT OF ACCESS THAT WILL ALLOW ACCESS TO THE PREMISES DESCRIBED HEREIN BY EMERGENCY SERVICE PROVIDERS. UPON OWNER'S REQUEST, THE CITY OF GOODYEAR SHALL EXECUTE AND RECORD TERMINATION DOCUMENTS PROVIDED BY OWNER AND IN A FORM APPROVED BY THE CITY ATTORNEY OR HIS/HER DESIGNEE. THE TEMPORARY EMERGENCY ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE EMERGENCY ACCESS EASEMENT AREA.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: SCOTT COMMUNITIES AT LA PRIVADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: KDB MANAGEMENT, INC.

ITS: MANAGER

BY: _______________________________ DATE:________________

ITS: _______________________________

FINAL PLAT OF
LA PRIVADA PARCELS 3 & 7 PHASE 1

THE WEST HALF OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2
WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45–546

AREA

PARCELS 3 & 7 PHASE 1: 2,292,752 SQUARE FEET OR 52.634 ACRES, MORE OR LESS.

SHEET INDEX

SHEET 1:	COVER
SHEET 2:	KEY MAP SHEET, TRACT SUMMARY TABLE, INDEX LOT SUMMARY TABLE, NOTES, LEGEND AND DETAILS
SHEETS 3–6:	TYPICAL PLAT PLAN SHEETS, LEGEND
SHEET 7:	LINE AND CURVE TABLES

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PLAT IS N89°30'48"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, T–1–N, R–2–W.

FLOOD PLAIN

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (DOTTED) PER "F.E.M.A." FLOOD CONTROL MAP NO. 04013C2140L, DATED: OCTOBER 16, 2013, AND FLOOD CONTROL MAP NO. 04013C2130L, DATED: OCTOBER 16, 2013 . ZONE "X" (DOTTED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ___ DAY OF __________, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____________, WHO ACKNOWLEDGED HIMSELF TO BE THE __________ OF SCOTT COMMUNITIES AT LA PRIVADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC
MY COMMISSION EXPIRES ___________________

HOMEOWNER'S ASSOCIATION RATIFICATION:

BY THIS RATIFICATION AND CONSENT, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS __________________ REFLECTED HEREIN, THE DEDICATION OF THE DRAINAGE EASEMENTS REFLECTED HEREIN, THE RESTRICTIVE COVENANTS APPLICABLE TO TRACTS ___________ REFLECTED HEREIN, THE RESTRICTIVE COVENANTS, AND THE MAINTENANCE RESPONSIBILITY AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE ___ DAY OF _____________, 20__
________________ COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION

BY: ___________________________

ITS: ___________________________

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ___ DAY OF __________, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____________, WHO ACKNOWLEDGED HIMSELF TO BE THE __________ OF LA PRIVADA COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC
MY COMMISSION EXPIRES ___________________

APPROVALS

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

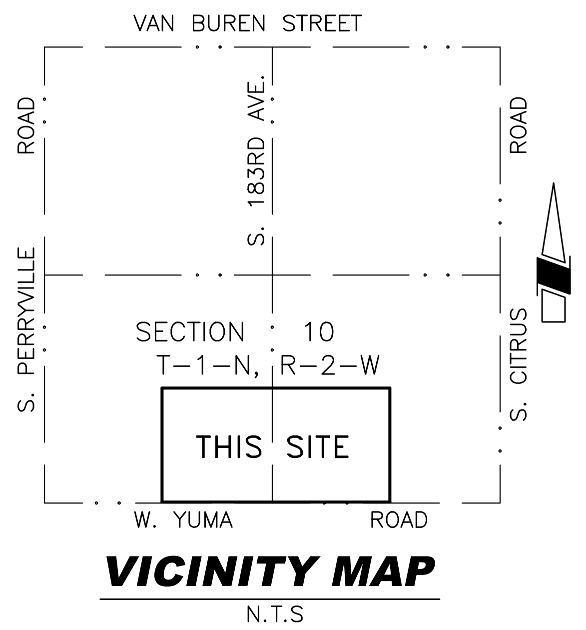
THIS ___ DAY OF ______________, 20__

BY: ______________________ ATTEST: ______________________
MAYOR, ________________ CLERK, ___________________

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

THIS ___ DAY OF ______________, 20__

BY:___________________________
CITY ENGINEER, _____________



VICINITY MAP

N.T.S

OWNER

SCOTT COMMUNITIES AT LA PRIVADA, LLC
2221 W. BASELINE RD., SUITE 101
TEMPE, AZ 85283
CONTACT: SCOTT ROBSON
EMAIL: SROBSON@SCOTTCOMMUNITIES.COM

LEGAL DESCRIPTION

LOCATED IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, FROM WHICH A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH BEARS NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST, A DISTANCE OF 2644.95 FEET;
THENCE NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 1,312.22 FEET;
THENCE DEPARTING SAID SOUTH SECTION LINE NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 590.00 FEET;
THENCE NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST, A DISTANCE OF 156.50 FEET;
THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 89.31 FEET;
THENCE SOUTH 89 DEGREES 32 MINUTES 02 SECONDS EAST, A DISTANCE OF 266.53 FEET;
THENCE NORTH 00 DEGREES 27 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.97 FEET;
THENCE SOUTH 89 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 950.00 FEET;
THENCE NORTH 00 DEGREES 27 MINUTES 58 SECONDS EAST, A DISTANCE OF 120.00 FEET;
THENCE SOUTH 89 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 16.62 FEET;
THENCE SOUTH 44 DEGREES 32 MINUTES 36 SECONDS EAST, A DISTANCE OF 28.30 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS WEST, A DISTANCE OF 44.80 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 25 SECONDS EAST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 14.14 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 93.79 FEET;
THENCE NORTH 45 DEGREES 25 MINUTES 36 SECONDS EAST, A DISTANCE OF 22.94 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 598.40 FEET;
THENCE SOUTH 89 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 45.00 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.52 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 119.51 FEET;
THENCE NORTH 61 DEGREES 15 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE TO THE NORTH, WITH A CHORD BEARING OF SOUTH 69 DEGREES 40 MINUTES 43 SECONDS EAST, A CHORD DISTANCE OF 72.07 FEET;
THENCE EASTERLY ALONG SAID NON–TANGENT CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 81 DEGREES 52 MINUTES 04 SECONDS, A DISTANCE OF 78.59 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 21 DEGREES 02 MINUTES 19 SECONDS, A DISTANCE OF 7.34 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 608.50 FEET;
THENCE SOUTH 44 DEGREES 36 MINUTES 16 SECONDS EAST, A DISTANCE OF 16.96 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, A DISTANCE OF 276.17 FEET;
THENCE SOUTH 45 DEGREES 25 MINUTES 37 SECONDS WEST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 83.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 55 MINUTES 14 SECONDS, A DISTANCE OF 23.25 FEET;
THENCE SOUTH 84 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 306.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 59 MINUTES 06 SECONDS, A DISTANCE OF 18.28 FEET;
THENCE NORTH 89 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 170.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 21 DEGREES 2 MINUTES 22 SECONDS, A DISTANCE OF 7.34 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;
THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 108 DEGREES 58 MINUTES 57 SECONDS, A DISTANCE OF 104.62 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 115.12 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, A DISTANCE OF 345.82 FEET;
THENCE SOUTH 44 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 22.88 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 93.91 FEET;
THENCE NORTH 45 DEGREES 25 MINUTES 40 SECONDS EAST, A DISTANCE OF 14.14 FEET;
THENCE SOUTH 89 DEGREES 00 MINUTES 01 SECOND EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 35.46 FEET;
THENCE NORTH 45 DEGREES 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 28.27 FEET;
THENCE SOUTH 89 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1.88 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 120.00 FEET;
THENCE SOUTH 89 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 273.00 FEET;
THENCE NORTH 86 DEGREES 45 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.03 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 113.06 FEET;
THENCE NORTH 43 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 14.66 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 39.58 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 1.94 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 46 SECONDS EAST, A DISTANCE OF 130.42 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 830.46 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 135.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10;
THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 1,447.92 FEET TO THE SOUTH LINE OF SAID SECTION 10;
THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,292,752 SQUARE FEET OR 52.634 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

I, JASON A. SEGNERI, 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 THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND 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: JASON A. SEGNERI, R.L.S.
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35833
JASON A.
SEGNERI
12/14/2022

LA PRIVADA PARCELS 3 & 7 PHASE 1

COVER SHEET	RICK ENGINEERING COMPANY Phoenix	22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350 rickengineering.com Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield	
SHEET 1 OF 7	JOB NUMBER 4684N	PREPARED BY: ABM	DATE PREPARED: 12/14/2022

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO 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 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. ALL LANDSCAPING WITHIN THE STREET RIGHTS-OF-WAY FOR SOUTH 183RD AVENUE, YUMA ROAD, AND TONTO STREET SHALL BE MAINTAINED BY THE LA PRIVADA COMMUNITY ASSOCIATION.
6. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL BE PLACED LESS THAN EIGHT (8) FEET APART.
7. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.
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 AND THE DEVELOPER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES TO PERSONS OR PROPERTY AND COMPLAINTS OF ANY KIND THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
9. THE DEVELOPMENT IS IN PROXIMITY TO THE INTERSTATE 10 FREEWAY AND THE PROPOSED LOOP 303 FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS AND THE CONSTRUCTION OF THEREOF.
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 DEVELOPMENT.
14. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION.
15. MAINTENANCE OF LANDSCAPING THAT LIES BETWEEN THE SIDEWALK AND BACK OF CURB OF ALL LOCAL STREETS WITHIN THE FRONT OF A SINGLE FAMILY RESIDENCE SHALL BE THE MAINTAINED BY THE HOA.
16. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE.

∗ 17. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION, THIS INCLUDES LOTS 16, 31, 32, 44, 45, 58, 74, 84, 85, 100, 101, 116, AND 131.

∗∗ 18. 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 14, 59, 83, AND 117.

∗∗∗ 19. ONLY SINGLE STORY STRUCTURES SHALL BE CONSTRUCTED WITHIN THE SOUTH-SOUTHWEST CORNER OF THE PROPERTY ON LOTS THAT ARE WITHIN 100 FEET EAST OF THE WESTERN BOUNDARY OF THE PROPERTY AND 295-FEET NORTH OF THE NORTHERN BOUNDARY OF THE YUMA ROAD ALIGNMENT, THIS INCLUDES LOTS 121 AND 122.

20. THE PUBLIC SALES REPORT(S) SHALL DISCLOSE THAT THE PROPERTY IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; AND
21. THE PUBLIC SALES REPORT(S) SHALL DISCLOSE THAT THE PROPERTY IS SUBJECT TO NOISE, CHEERING, PADDLES MAKING CONTACT WITH BALLS, BOUNCING BALLS, SPLASHES AND OTHER LOUD NOISES COMMONLY ASSOCIATED WITH RECREATION CENTERS, PARKS AND THE LIKE; AND
22. THE PUBLIC SALES REPORT(S) SHALL INCLUDE A STATEMENT THAT THE PROPERTY IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE; AND
23. HOA SHALL OWN AND IS RESPONSIBLE FOR MAINTAINING ALL PRIVATE OPEN SPACE AREAS; COMMON AREAS, AND ALL AMENITIES AND ENHANCEMENTS DESCRIBED ABOVE, EXCEPT THAT THE HOA SHALL NOT OWN, ANY OF THE ENHANCEMENTS OR AMENITIES LOCATED WITHIN RIGHT-OF-WAY CONVEYED TO THE CITY OF GOODYEAR IN FEE, BUT SHALL BE RESPONSIBLE FOR MAINTAINING SUCH AMENITIES AND ENHANCEMENTS. WITH RESPECT TO THE PATHS AND TRAILS THE HOA IS RESPONSIBLE FOR MAINTAINING, THE HOA SHALL ENSURE THAT THEY ARE CLEARED, VISIBLE, AND SAFELY ACCESSIBLE TO ALL USERS. THE BRIDLE/EQUESTRIAN TRAIL SHALL BE OWNED AND MAINTAINED BY THE HOA THAT IS TO BE FORMED, BUT SHALL BE AVAILABLE FOR USE BY THE GENERAL PUBLIC AND AND EASEMENT SHALL BE DEDICATED TO THE CITY OF GOODYEAR. PAVERS, COLORED CONCRETE OR STAMPED CONCRETE CONSTRUCTED WITHIN PUBLIC ROADWAYS SHALL BE MAINTAINED BY THE HOA. THE HOA SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING WITHIN STREET RIGHT-OF-WAY WITHIN OR ABUTTING THE PROPERTY EXCEPT FOR LANDSCAPING WITHIN MEDIANS LOCATED WITHIN ANY ARTERIAL STREET. NOTWITHSTANDING THE FOREGOING, ANY PORTION OF THE MARICOPA TRAIL LOCATED WITHIN RIGHT-OF-WAY CONVEYED TO THE CITY SHALL BE MAINTAINED BY THE CITY;
24. SIGNAGE SHALL BE POSTED WITHIN ALL SUBDIVISION SALES OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONES (APZS). 65 LDN AND HIGHER NOISE CONTOURS AND DEPARTURE CORRIDORS AS WELL AS THE PHOENIX-GOODYEAR AIRPORT TRAFFIC PATTERN AREA AND NOISE CONTOURS AS SUGGESTED IN GENERAL PLAN 2003-2013 (POLICY B-3 E OF SECTION 92) THIS DISPLAY SHALL INCLUDE A TWENTY-FOUR INCH BY THIRTY-SIX INCH (24" X 36") 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. (THE REQUIRED CONTENTS OF THE MAP SHALL BE PROVIDED BY THE CITY OF GOODYEAR).
25. 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.
26. ADJACENT DWELLING UNITS ARE PROHIBITED FROM HAVING IDENTICAL BUILDING ELEVATIONS AND EXTERIOR COLORS.
27. RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.
28. THIS DEVELOPMENT IS WITHIN THE VICINITY OF AN EXISTING 230 KV OVERHEAD ELECTRIC LINE ALONG THE WEST SIDE OF PERRYVILLE ROAD.
29. NO GROWING OF PRODUCTION CROPS WITHIN 50 FEET OF ANY OCCUPIED RESIDENTIAL DWELLING UNIT SHALL BE PERMITTED ON THE GROUND OWNED BY THE PROPERTY OWNER.
30. EACH HOMEBUYER TO SIGN AN ACKNOWLEDGEMENT STATEMENT ACCEPTING MAINTENANCE RESPONSIBILITY FOR LANDSCAPING BETWEEN SIDEWALK AND CURB IN FRONT OF THEIR HOME, AND THE HOA.
31. ALL DECORATIVE STREET LIGHT POLES ARE TO BE OWNED AND MAINTAINED BY THE HOA.
32. THE WEST GOODYEAR STREETSCAPE DESIGN WHICH INCLUDES SHADED AGRARIAN OR TRELLIS STYLE SEATING AREAS, WEST GOODYEAR DESIGN ELEMENTS AT OR NEAR THE COMMUNITY ENTRANCES OFF OF YUMA ROAD AT 183RD AVENUE, THE WORDS "WEST GOODYEAR" ON THE MONUMENT SIGN WITH THE MINIMUM TEXT HEIGHT OF "WEST GOODYEAR" AS 10-INCHES SHALL BE CONTINUOUSLY MAINTAINED BY THE HOA." AND "DECORATIVE PAVERS, COLORED CONCRETE AND/OR STAMPED CONCRETE SHALL BE INCLUDED ON DRIVEWAYS OF ALL LOTS WITHIN THE PROPERTY (BETWEEN THE SIDEWALK AND THE HOUSE)."

DEVELOPMENT STANDARDS

ZONED R1-4 WITH REDUCED STANDARDS WITH A PLANNED AREA DEVELOPMENT(PAD) OVERLAY ORDINANCE NO. 2021-1505

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
1	5,400	0.124
2	5,400	0.124
3	5,399	0.124
4	5,461	0.125
5	5,568	0.128
6	5,571	0.128
7	5,563	0.128
8	5,554	0.128
9	5,359	0.123
10	5,400	0.124
11	5,400	0.124
12	5,400	0.124
13	5,400	0.124
14	5,400	0.124
15	5,400	0.124
16	5,863	0.135
17	5,555	0.128
18	5,566	0.128
19	5,578	0.128
20	5,589	0.128
21	5,601	0.129
22	5,613	0.129
23	5,624	0.129
24	5,636	0.129
25	5,466	0.125
26	5,400	0.124
27	5,400	0.124
28	5,400	0.124
29	5,400	0.124
30	5,400	0.124
31	5,760	0.132
32	5,710	0.131
33	5,400	0.124
34	5,400	0.124
35	5,400	0.124
36	5,400	0.124
37	5,400	0.124
38	5,620	0.129
39	5,694	0.131
40	5,697	0.131
41	5,700	0.131
42	5,703	0.131
43	5,707	0.131
44	6,041	0.139
45	5,889	0.135
46	5,571	0.128
47	5,574	0.128
48	5,577	0.128
49	5,581	0.128
50	5,574	0.128

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
51	5,556	0.128
52	5,400	0.124
53	5,400	0.124
54	5,400	0.124
55	5,400	0.124
56	5,400	0.124
57	5,710	0.131
58	5,365	0.123
59	5,268	0.121
60	5,268	0.121
61	5,268	0.121
62	5,268	0.121
63	5,268	0.121
64	5,268	0.121
65	5,205	0.120
66	5,149	0.118
67	5,400	0.124
68	5,400	0.124
69	5,400	0.124
70	5,400	0.124
71	5,400	0.124
72	5,400	0.124
73	5,400	0.124
74	7,325	0.168
75	7,116	0.163
76	7,116	0.163
77	7,116	0.163
78	7,116	0.163
79	6,600	0.152
80	6,600	0.152
81	6,600	0.152
82	6,600	0.152
83	6,600	0.152
84	6,659	0.153
85	6,600	0.152
86	6,600	0.152
87	6,600	0.152
88	6,600	0.152
89	6,600	0.152
90	6,600	0.152
91	6,600	0.152
92	6,600	0.152
93	6,600	0.152
94	6,600	0.152
95	6,600	0.152
96	6,600	0.152
97	6,600	0.152
98	6,600	0.152
99	6,600	0.152
100	6,550	0.150

LOT AREA TABLE

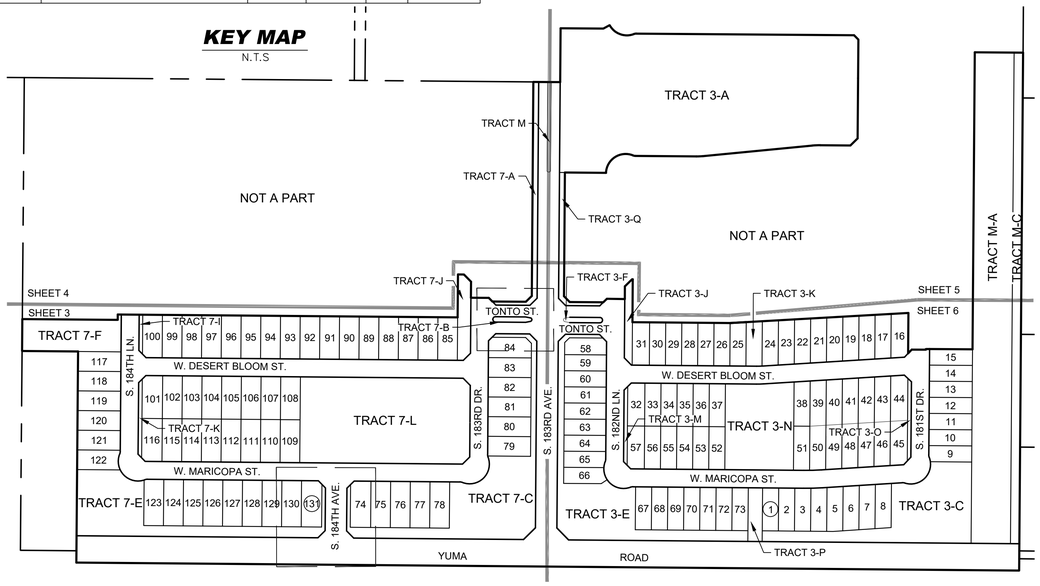
LOT #	AREA (SF)	AREA (AC)
101	6,790	0.156
102	6,600	0.152
103	6,600	0.152
104	6,600	0.152
105	6,600	0.152
106	6,600	0.152
107	6,600	0.152
108	6,600	0.152
109	6,600	0.152
110	6,600	0.152
111	6,600	0.152
112	6,600	0.152
113	6,600	0.152
114	6,600	0.152
115	6,600	0.152
116	6,790	0.156
117	6,605	0.152
118	6,602	0.152
119	6,602	0.152
120	6,602	0.152
121	6,602	0.152
122	6,447	0.148
123	7,109	0.163
124	7,116	0.163
125	7,116	0.163
126	7,116	0.163
127	7,116	0.163
128	7,116	0.163
129	7,116	0.163
130	7,116	0.163
131	7,325	0.168

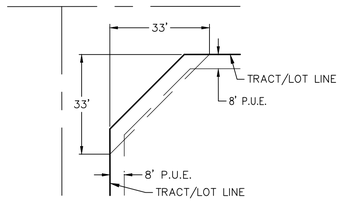
TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)	OWNER	MAINTENANCE
TRACT 3-A	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	283,423	6.506	LPCA	LPCA
TRACT 3-C	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	56,561	1.298	LPCA	LPCA
TRACT 3-E	P.U.E. LANDSCAPE, DRAINAGE, RECREATION	51,409	1.180	LPCA	LPCA
TRACT 3-F	LANDSCAPE, MEDIAN	1,545	0.035	COG	LPCA
TRACT 3-J	P.U.E, LANDSCAPE	4,848	0.111	LPCA	LPCA
TRACT 3-K	P.U.E, LANDSCAPE, DRAINAGE, RECREATION	5,596	0.128	LPCA	LPCA
TRACT 3-M	P.U.E., LANDSCAPE	2,100	0.048	LPCA	LPCA
TRACT 3-N	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	46,369	1.064	LPCA	LPCA
TRACT 3-O	P.U.E, LANDSCAPE	2,206	0.051	LPCA	LPCA
TRACT 3-P	W.S.E., LANDSCAPE, RECREATION	6,000	0.138	LPCA	LPCA
TRACT 3-Q	P.U.E., LANDSCAPE	6,562	0.151	LPCA	LPCA
TRACT 7-A	P.U.E., LANDSCAPE	10,351	0.238	LPCA	LPCA
TRACT 7-B	LANDSCAPE, MEDIAN	1,543	0.035	COG	LPCA

TRACT USE TABLE

TRACT	USE	AREA (SF)	AREA (AC)	OWNER	MAINTENANCE
TRACT 7-C	P.I.E., P.U.E., LANDSCAPE, DRAINAGE, RECREATION	63,333	1.454	LPCA	LPCA
TRACT 7-E	P.I.E., P.U.E., LANDSCAPE, DRAINAGE, RECREATION	49,244	1.130	LPCA	LPCA
TRACT 7-F	P.U.E., LANDSCAPE, DRAINAGE	24,861	0.571	LPCA	LPCA
TRACT 7-I	P.U.E., LANDSCAPE	1,050	0.024	LPCA	LPCA
TRACT 7-J	P.U.E., LANDSCAPE	8,409	0.193	LPCA	LPCA
TRACT 7-K	P.U.E., LANDSCAPE	2,100	0.048	LPCA	LPCA
TRACT 7-L	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	113,577	2.607	LPCA	LPCA
TRACT M	LANDSCAPE, MEDIAN	2,509	0.058	COG	LPCA
TRACT M-A	LANDSCAPE, DRAINAGE, RECREATION	151,016	3.467	LPCA	LPCA
TRACT M-C	LANDSCAPE	34,317	0.788	LPCA	LPCA





(D) = 33' X 33' SIGHT VISIBILITY TRIANGLE

(D) TYPICAL VISIBILITY RESTRICTION

N.T.S.

LAND USE TABLE	PHASE 1
ZONING	R1-4
GROSS AREA (ACRES)	52.63
NET AREA (AREAS)	50.64
EXISTING RIGHT OF WAY (ACRES)	1.99
TOTAL OPEN SPACE PROVIDED	20.75
TOTAL OPEN SPACE PROVIDED (%)	39.43%
ACTIVE OPEN SPACE PROVIDED	19.33
ACTIVE OPEN SPACE PROVIDED (%)	93.16%
PASSIVE OPEN SPACE PROVIDED	1.42
PASSIVE OPEN SPACE PROVIDED (%)	6.84%
STREET PLUS EXISTING RIGHT OF WAY (AC)	13.30
AVERAGE LOT SIZE (SQ FT)	6558
MINIMUM LOT SIZE (SQ FT)	5284
MAXIMUM LOT SIZE (SQ FT)	7325
LOT COUNT	131
DENSITY (BASED ON NET ACRES)	2.59
STREET PLUS EXISTING RIGHT OF WAY (AC)	13.30

UTILITY SERVICES

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

LEGEND

◉	FOUND BRASS CAP FLUSH UNLESS NOTED
●	FOUND 1/2" REBAR AS NOTED
○	SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
◉	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
BCF	BRASS CAP FLUSH
M.C.R.	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
BK. & PG.	BOOK & PAGE
R/W	RIGHT OF WAY DEDICATED BY THIS PLAT
P.U.E.	PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
P.A.E.	PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
S.V.T.	33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT
E.P.E.	ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT
H.O.A.	HOME OWNERS ASSOCIATION
P.I.E.	PRIVATE IRRIGATION EASEMENT
L.P.C.A.	LA PRIVADA COMMUNITY ASSOCIATION
*	SEE NOTES ON SHEET 2
W.S.E.	WATER & SEWER EASEMENT DEDICATED HEREON
E.X.	EXISTING
	BOUNDARY LINE
	ADJOINING PROPERTY LINE
	LOT/TRACT LINE
	CENTER LINE
	SECTION LINE
	EASEMENT LINE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
12/14/2022
Date Signed
ARIZONA U.S.A.

LA PRIVADA PARCELS 3 & 7 PHASE 1

KEY MAP SHEET

SHEET 2 OF 7

RICK ENGINEERING COMPANY
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22415 NORTH 16TH STREET
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rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4684N	ABM	12/14/2022

MATCHLINE - SHEET 4

MATCHLINE - SHEET 6

W. TONTO STREET

W. DESERT BLOOM STREET

W. MARICOPA STREET

YUMA ROAD

S. 184TH LANE

S. 183RD AVENUE

S. 183RD DRIVE

S. 184TH AVENUE

TRACT 7-F

TRACT 7-I

TRACT 7-J

TRACT 7-K

TRACT 7-L

TRACT 7-B

TRACT 7-E

TRACT 7-C

APN: 502-40-280
2018-0621736 M.C.R

EX. PUBLIC UTILITY AND ACCESS EASEMENT DOC. 2015-0264080 MCR

EX. PUBLIC UTILITY AND ACCESS EASEMENT DOC. 2015-0264081 MCR

S.W. COR. SEC. 10 T.1N., R.2 W. FND. MCDOT ACF

1332.73' N89°30'48"W 2644.95' (BASIS OF BEARING)

S. 1/4 COR. SEC. 10 T.1N., R.2 W. FND. MCDOT BCF POINT OF BEGINNING

EX. 33' COUNTY ROADWAY BK. 1 PG. 61 M.C.R. BK. 2 PG. 12 M.C.R

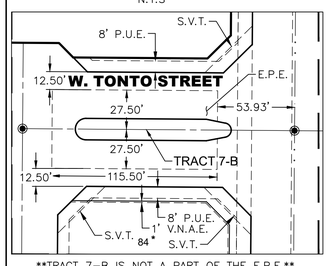
724.48'

587.75'

75.00' R/W

DETAIL "A"

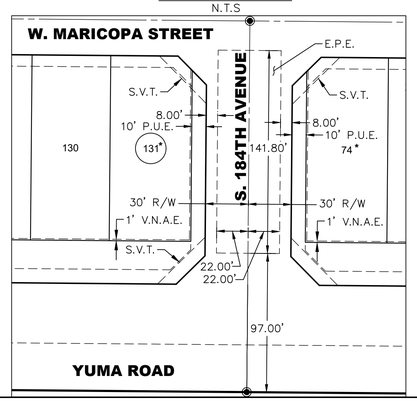
N.T.S



TRACT 7-B IS NOT A PART OF THE E.P.E.

DETAIL "E"

N.T.S



LEGEND

◉	SET BRASS CAP FLUSH UNLESS NOTED
●	FOUND 1/2" REBAR AS NOTED
○	SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
◉	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
BCF	BRASS CAP FLUSH
M.C.R.	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
BK. & PG.	BOOK & PAGE
R/W	RIGHT OF WAY DEDICATED BY THIS PLAT
EX.	EXISTING
*	SEE NOTES ON SHEET 2
	BOUNDARY LINE
	ADJOINING PROPERTY LINE
	LOT/TRACT LINE

P.U.E.	PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
P.A.E.	PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
S.V.T.	33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT
E.P.E.	ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT
W.S.E.	WATER & SEWER EASEMENT DEDICATED BY THIS PLAT
H.O.A.	HOME OWNERS ASSOCIATION
P.I.E.	PRIVATE IRRIGATION EASEMENT
L.P.C.A.	LA PRIVADA COMMUNITY ASSOCIATION
W.S.E.	WATER & SEWER EASEMENT DEDICATED HEREON
	CENTER LINE
	SECTION LINE
	EASEMENT LINE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 12/14/2022
ARIZONA U.S.A.

LA PRIVADA PARCELS 3 & 7 PHASE 1

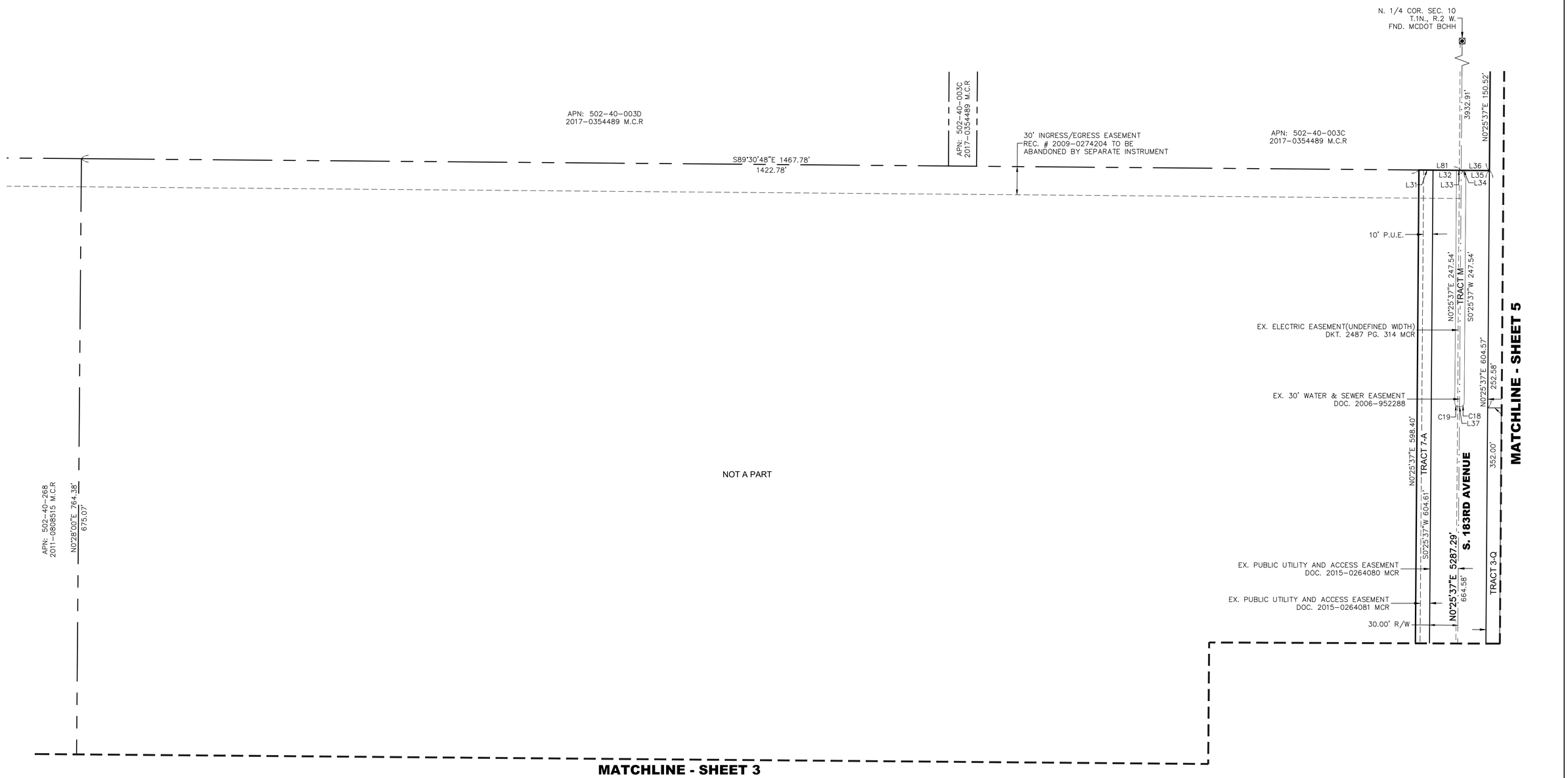
50 0 50 100
SCALE FEET

PLAT SHEET

SHEET 3 OF 7

RICK ENGINEERING COMPANY
Phoenix
22415 NORTH 16TH STREET
PHOENIX, AZ 85024
602.957.3350
rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4684N	ABM	12/14/2022



LEGEND

◉	SET BRASS CAP FLUSH UNLESS NOTED
●	FOUND 1/2" REBAR AS NOTED
○	SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
◉	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
BCF	BRASS CAP FLUSH
M.C.R.	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
BK. & PG.	BOOK & PAGE
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EX.	EXISTING
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	ADJOINING PROPERTY LINE
	LOT/TRACT LINE

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P.A.E.	PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
S.V.T.	33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
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E.P.E.	ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT
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P.I.E.	PRIVATE IRRIGATION EASEMENT
L.P.C.A.	LA PRIVADA COMMUNITY ASSOCIATION
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SEGNERI
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ARIZONA U.S.A.

SCALE 50 0 50 100 FEET

LA PRIVADA PARCELS 3 & 7 PHASE 1

PLAT SHEET

SHEET 4 OF 7

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N. 1/4 COR. SEC. 10
T.1N., R.2 W.
FND. MCDOT BCHH

APN: 502-40-008
2017-0354489 M.C.R

S89°34'23"E 119.51'

L38

C20

C21

S89°34'23"E 608.50'

8' P.U.E.

S.V.T.

L39

393.91'

N0°25'37"E 150.52'

15' P.U.E.

L81

L36

L32

L35

L33

L34

TRACT 3-A

S0°25'37"W 276.17'

N0°25'37"E 247.54'

TRACT M

S0°25'37"W 247.54'

S.V.T.

L41

C22

N89°34'23"W 83.96'

8' P.U.E.

S84°30'23"W 306.56'

C24

N89°30'31"W 170.03'

C23

C25

N0°25'37"E 604.57'

252.58'

N89°34'17"W 115.12'

C19

C18

L37

L113

352.00'

S. 183RD AVENUE

N0°25'37"E 5287.29'

664.58'

TRACT 3-Q

S0°25'37"W 345.82'

15' P.U.E.

30.00' R/W

NOT A PART

MATCHLINE - SHEET 6

APN: 502-40-008
2017-0354489 M.C.R

S89°34'12"E 135.00'

110.00'

L40

APN: 502-40-001W
2016-0197857 M.C.R

830.46'

N0°25'50"E 1372.78'

S0°25'50"W 1358.22'

S0°25'50"W 1447.92'

APN: 502-40-037A
1999-0935827 M.C.R

TRACT M-A

TRACT M-C

MATCHLINE - SHEET 4

LEGEND

◉	SET BRASS CAP FLUSH UNLESS NOTED
●	FOUND 1/2" REBAR AS NOTED
○	SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
◉	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
BCF	BRASS CAP FLUSH
M.C.R.	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
BK. & PG.	BOOK & PAGE
R/W	RIGHT OF WAY DEDICATED BY THIS PLAT
EX.	EXISTING
*	SEE NOTES ON SHEET 2
	BOUNDARY LINE
	ADJOINING PROPERTY LINE
	LOT/TRACT LINE

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H.O.A.	HOME OWNERS ASSOCIATION
P.I.E.	PRIVATE IRRIGATION EASEMENT
L.P.C.A.	LA PRIVADA COMMUNITY ASSOCIATION
W.S.E.	WATER & SEWER EASEMENT DEDICATED HEREON
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	SECTION LINE
	EASEMENT LINE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
Date Signed 12/14/2022
ARIZONA U.S.A.

50 0 50 100
SCALE FEET

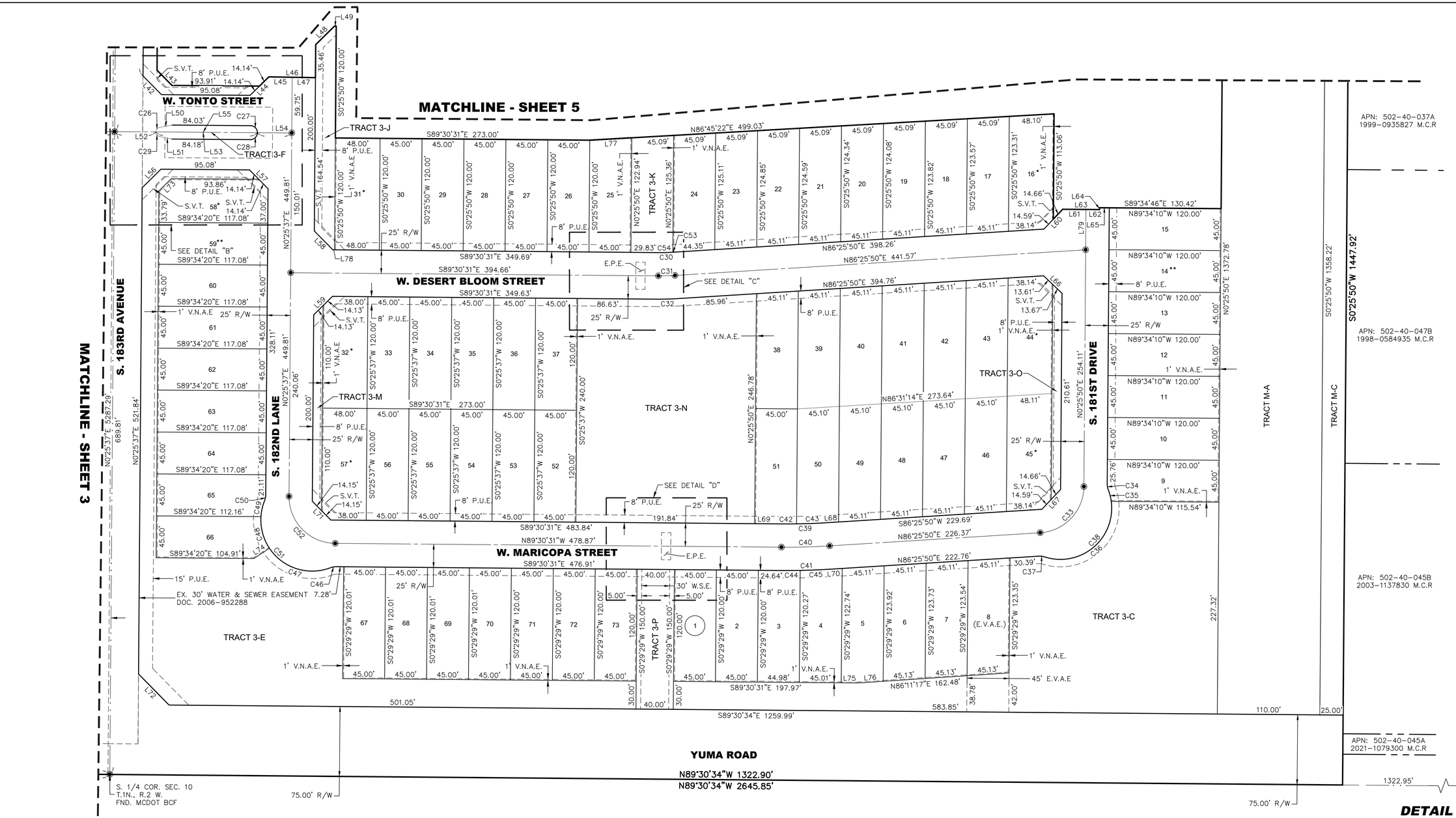
LA PRIVADA PARCELS 3 & 7 PHASE 1

PLAT SHEET

SHEET 5 OF 7

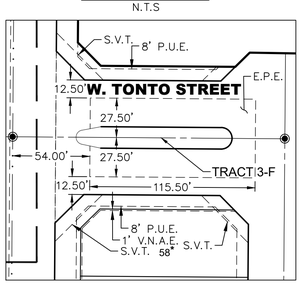
RICK ENGINEERING COMPANY
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PHOENIX, AZ 85024
602.957.3350
rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4684N	ABM	12/14/2022



DETAIL "B"

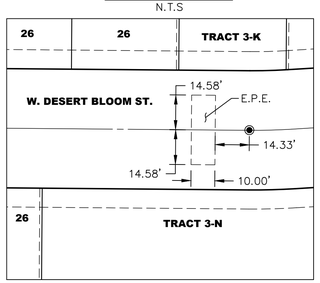
N.T.S



TRACT 3-F IS NOT A PART OF THE E.P.E.

DETAIL "C"

N.T.S



LEGEND

◉	SET BRASS CAP FLUSH UNLESS NOTED
●	FOUND 1/2" REBAR AS NOTED
○	SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
⊙	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
BCF	BRASS CAP FLUSH
M.C.R.	MARICOPA COUNTY RECORDER
DOC.	DOCUMENT
BK. & PG.	BOOK & PAGE
R/W	RIGHT OF WAY DEDICATED BY THIS PLAT
EX.	EXISTING
*	SEE NOTES ON SHEET 2
	BOUNDARY LINE
	ADJOINING PROPERTY LINE

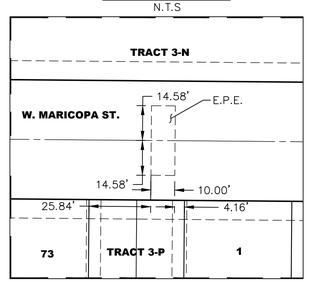
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W.S.E.	WATER & SEWER EASEMENT DEDICATED HEREON
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	SECTION LINE
	EASEMENT LINE

50 0 50 100
SCALE FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
12/19/2022
ARIZONA U.S.A.

DETAIL "D"

N.T.S



LA PRIVADA PARCELS 3 & 7 PHASE 1

PLAT SHEET

SHEET 6 OF 7

RICK ENGINEERING COMPANY
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JOB NUMBER	PREPARED BY:	DATE PREPARED:
4684N	ABM	12/14/2022

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N44°30'47"W	28.28'
L2	S45°29'12"W	28.28'
L3	N45°25'36"E	28.28'
L4	N44°34'23"W	28.28'
L5	S45°27'25"W	46.64'
L6	N78°36'04"W	13.59'
L7	N79°20'04"E	13.51'
L8	S89°34'23"E	190.00'
L9	S89°34'24"E	36.87'
L10	S89°35'43"E	108.85'
L11	S89°31'05"E	44.28'
L12	N0°25'35"E	60.00'
L13	S89°34'25"E	25.00'
L14	S89°34'25"E	25.00'
L15	S44°34'15"E	28.28'
L16	N45°25'35"E	28.28'
L17	N45°25'36"E	22.94'
L18	S89°34'25"E	50.00'
L19	S0°25'35"W	44.80'
L20	S44°32'36"E	28.30'
L21	S89°30'48"E	16.62'

LINE TABLE		
LINE	DIRECTION	LENGTH
L22	N45°27'24"E	28.27'
L23	N44°31'25"W	28.29'
L24	N0°27'58"E	14.97'
L25	N45°28'35"E	28.28'
L26	N44°31'25"W	28.29'
L27	N45°27'24"E	28.27'
L28	N44°32'36"W	28.30'
L29	S44°30'48"E	28.28'
L30	N45°29'05"E	28.29'
L31	S89°30'48"E	15.00'
L32	S89°30'48"E	25.00'
L33	S89°30'48"E	5.00'
L34	S89°34'23"E	5.00'
L35	S89°34'23"E	25.00'
L36	S89°34'23"E	30.00'
L37	N89°34'25"W	2.00'
L38	N61°15'19"E	20.00'
L39	S44°36'16"E	16.96'
L40	S89°34'12"E	25.00'
L41	S45°25'37"W	28.28'
L42	N44°34'20"W	28.28'

LINE TABLE		
LINE	DIRECTION	LENGTH
L43	S44°33'19"E	22.88'
L44	N45°25'40"E	28.28'
L45	S89°00'01"E	25.00'
L46	S89°00'01"E	50.00'
L47	S89°00'01"E	25.00'
L48	N45°27'33"E	28.27'
L49	S89°30'31"E	1.88'
L50	N79°27'19"E	13.62'
L51	N78°28'49"W	13.48'
L52	S89°34'23"E	44.27'
L53	S89°36'08"E	108.95'
L54	S89°29'10"E	36.86'
L55	S89°34'23"E	190.08'
L56	N45°25'40"E	28.28'
L57	N44°34'21"W	28.28'
L58	N44°32'27"W	28.30'
L59	N45°27'33"E	28.27'
L60	N43°25'50"E	29.25'
L61	S89°34'10"E	25.00'
L62	S89°34'10"E	14.58'
L63	S89°34'10"E	39.58'

LINE TABLE		
LINE	DIRECTION	LENGTH
L64	N0°25'50"E	1.94'
L65	S89°41'36"E	10.42'
L66	N46°34'10"W	27.28'
L67	N43°25'50"E	29.25'
L68	S86°25'50"W	11.10'
L69	N89°30'31"W	29.00'
L70	N86°25'50"E	11.92'
L71	S44°32'27"E	28.30'
L72	N44°32'28"W	46.69'
L73	S45°26'41"W	18.69'
L74	N56°24'18"E	20.00'
L75	S89°30'31"E	17.98'
L76	N86°11'17"E	27.09'
L77	N86°45'18"E	45.09'
L78	N89°30'31"W	1.86'
L79	N0°25'50"E	43.31'
L80	S44°34'24"E	22.94'
L81	S89°30'48"E	45.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	21°02'22"	20.00'	7.34'	N78°59'37"W 7.30'
C2	132°08'21"	55.00'	126.84'	N45°27'24"E 100.54'
C3	21°02'22"	20.00'	7.34'	S10°05'36"E 7.30'
C4	10°18'56"	20.00'	3.60'	N15°27'19"W 3.60'
C5	10°43'26"	20.00'	3.74'	N4°56'07"W 3.74'
C6	90°03'37"	50.00'	78.59'	N45°27'24"E 70.75'
C7	90°25'37"	7.50'	11.84'	S45°12'49"W 10.65'
C8	79°05'17"	5.00'	6.90'	N39°03'25"W 6.37'
C9	79°20'04"	5.00'	6.92'	N39°40'02"E 6.38'
C10	90°00'00"	7.50'	11.78'	S44°34'23"E 10.61'
C11	89°58'46"	50.00'	78.52'	S44°31'25"E 70.70'
C12	21°02'22"	20.00'	7.34'	N10°59'09"E 7.30'
C13	132°03'30"	55.00'	126.77'	S44°31'25"E 100.51'
C14	21°02'22"	20.00'	7.34'	S79°58'01"W 7.30'
C15	47°20'05"	55.00'	45.44'	S2°09'42"E 44.16'
C16	82°17'14"	55.00'	78.99'	S66°58'22"E 72.37'
C17	2°26'11"	55.00'	2.34'	N70°39'56"E 2.34'
C18	89°59'58"	4.00'	6.28'	S45°25'36"W 5.66'
C19	90°00'02"	4.00'	6.28'	N44°34'24"W 5.66'
C20	81°52'04"	55.00'	78.59'	S69°40'43"E 72.07'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C21	21°02'19"	20.00'	7.34'	S79°54'25"W 7.30'
C22	5°55'14"	225.00'	23.25'	S87°28'00"W 23.24'
C23	5°59'06"	175.00'	18.28'	N87°29'56"E 18.27'
C24	21°02'22"	20.00'	7.34'	S78°59'20"E 7.30'
C25	108°58'57"	55.00'	104.62'	S57°02'23"W 89.54'
C26	79°01'39"	5.00'	6.90'	N39°56'29"E 6.36'
C27	89°34'23"	7.50'	11.73'	N44°47'11"W 10.57'
C28	90°00'00"	7.50'	11.78'	N45°25'37"E 10.61'
C29	78°54'29"	5.00'	6.89'	N39°01'35"W 6.35'
C30	4°03'39"	225.00'	15.95'	N88°27'39"E 15.94'
C31	4°03'39"	250.00'	17.72'	N88°27'39"E 17.71'
C32	4°03'39"	275.00'	19.49'	N88°27'39"E 19.49'
C33	86°00'00"	50.00'	75.05'	N43°25'50"E 68.20'
C34	21°02'22"	20.00'	7.34'	S10°05'21"E 7.30'
C35	13°00'06"	55.00'	12.48'	N14°06'29"W 12.45'
C36	115°04'38"	55.00'	110.47'	N49°55'53"E 92.81'
C37	21°02'22"	20.00'	7.34'	N83°02'59"W 7.30'
C38	128°04'44"	55.00'	122.95'	N43°25'50"E 98.90'
C39	4°03'39"	705.00'	49.97'	N88°27'39"E 49.96'
C40	4°03'39"	730.00'	51.74'	N88°27'39"E 51.73'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C41	4°03'39"	755.00'	53.51'	N88°27'39"E 53.50'
C42	1°18'03"	705.00'	16.00'	S89°50'28"W 16.00'
C43	2°45'36"	705.00'	33.96'	S87°48'38"W 33.96'
C44	1°32'37"	755.00'	20.34'	N89°43'10"E 20.34'
C45	2°31'01"	755.00'	33.17'	N87°41'21"E 33.17'
C46	21°02'22"	20.00'	7.34'	S79°58'18"W 7.30'
C47	76°57'11"	55.00'	73.87'	S72°04'18"E 68.44'
C48	37°11'13"	55.00'	35.70'	S15°00'05"E 35.07'
C49	17°52'29"	55.00'	17.16'	S12°31'45"W 17.09'
C50	21°02'22"	20.00'	7.34'	N10°56'49"E 7.30'
C51	132°00'53"	55.00'	126.72'	S44°32'27"E 100.50'
C52	89°56'09"	50.00'	78.48'	N44°32'27"W 70.67'
C53	0°11'38"	225.00'	0.76'	S86°31'39"W 0.76'
C54	3°52'01"	225.00'	15.19'	S88°33'28"W 15.18'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
Date Signed 12/14/2022
ARIZONA U.S.A.

LA PRIVADA PARCELS 3 & 7 PHASE 1

LINE AND CURVE TABLES

SHEET 7 OF 7

RICK ENGINEERING COMPANY
Phoenix
22415 NORTH 16TH STREET
PHOENIX, AZ 85024
602.957.3350
rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4684N	ABM	12/14/2022

MELCOR

June 20th, 2023

City of Goodyear, Arizona
1900 N. Civic Square
Goodyear, AZ 85395

Subject: Final Plat Extension Approval Request - Final Plat for La Privada Parcels 3 & 7 Phase 1

Dear Mayor Mr. Joe Pizzillo and Members of City Council,

I am writing to you on behalf of Melcor Developments Ltd. to respectfully request approval for a 90-day extension of the Final Plat for La Privada Parcels 3 & 7 – Phase 1. The Final Plat was originally approved by City Council on February 12th, 2024, and was subsequently granted an administrative 90-day extension which expires on August 10th, 2024.

As you are aware, while we are now seeing some positive signs in the Goodyear real estate market, the market has remained stressed for the last 12-18 months due to high interest rates, inflation, sewer capacity concerns, and other development challenges. While both Melcor and our builder partner are committed to moving forward with the development of the La Privada community, a 90-day extension would provide the additional time needed to navigate these development challenges and finalize our purchase and sale and record the Final Plat.

We can assure all members of City Council that the following items remain in compliance with city requirements for plan approvals. They are:

- No substantive changes have been made to this plat or its' accompanying improvement plans.
- All applicable requirements still comply between preliminary and final plat.
- While every effort has been and will be made to obtain all the necessary documents and approvals prior to the August 10th, 2024 plat expiry, there is still a risk that not all of these requirements and approvals will be in place prior to the August 10th date. If required, we anticipate completing any outstanding items and associated agreements within the requested 90-day extension period.

Thank you for your consideration on this matter. Should you have any questions, please feel free to contact me directly at (403) 270-1287 or by email at *gbobiy@melcor.ca.*

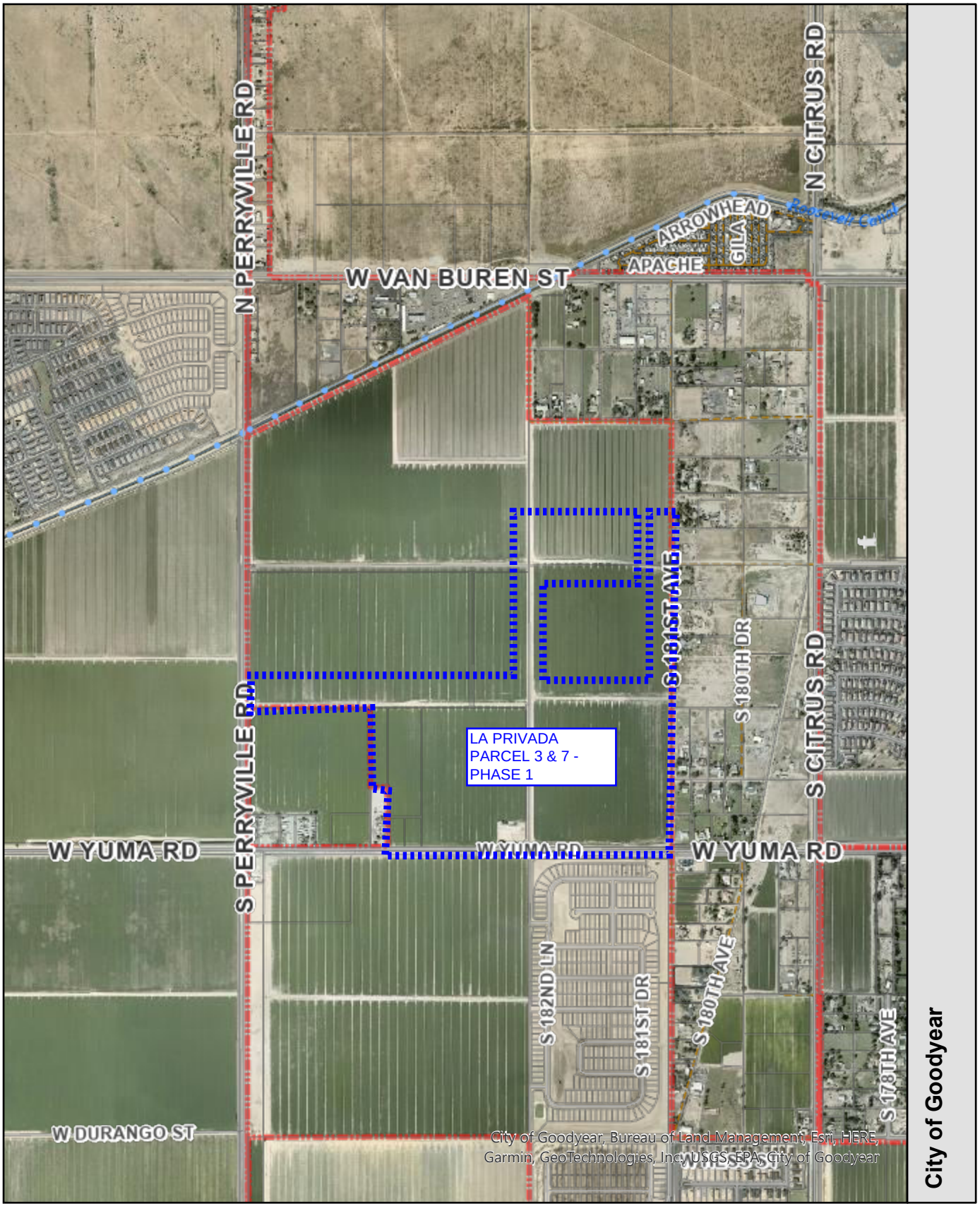
Sincerely,



Geoff Bobiy
Melcor Developments, Ltd.

Name of Map: City of Goodyear

Description: LA Privada Phase 1 Parcel 3 & 7



ITEM #: 6.
DATE: 07/08/2024
AI #:2146

CITY COUNCIL ACTION REPORT

SUBJECT: **MAP OF DEDICATION FOR LA JOLLA VISTA**

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

---

OTHER PRESENTER(S):

Karson Donaldson, EPS Group

SUMMARY

A Map of Dedication to construct half-street improvements along the West Lower Buckeye Road and South 173rd Avenue project frontages of the La Jolla Vista subdivision.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Conditionally approve the Map of Dedication for La Jolla Vista, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. This Map of Dedication ("MOD") shall not be recorded until Roosevelt Irrigation District and Maricopa County have approved the construction plans for the infrastructure improvements to be constructed within the right of way being dedicated in this MOD for Lower Buckeye Road and 173rd Avenue; and

2. Prior to recordation of this MOD all technical corrections to this final plat required by the City Engineer or his designee shall be made; and

3. Prior to recordation of this MOD, Owner shall submit an updated title report for the property included within the boundaries of the MOD and shall modify the MOD 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 included within the MOD. Owner shall provide documentation

acceptable to the City Attorney or his/her designee demonstrating that the party executing the MOD is authorized to do so; and

4. Prior to recordation of this MOD, Owner shall the first paragraph of the Dedication Section to replace the reference to MAP OF DEDICATION FOR LA JOLLA VISTA – PHASE 1 with MAP OF DEDICATION FOR LA JOLLA VISTA.

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 October 24, 2022, the City adopted Ordinance No. 2022-1545 and the associated Map 21-17 with Case Number 21-200-00017, to rezone the La Jolla Vista property from the previous PAD (Planned Area Development) zoning to the current R1-6 (Single-Family Detached) with PAD Overlay and R1-4 (Single-Family Detached) with PAD Overlay.
On February 3, 2023, staff administratively approved a Preliminary Plat for La Jolla Vista under Case Number 21-500-00014.

STAFF ANALYSIS

Ordinance No. 2022-1545 rezoning the property known as La Jolla Vista was subject to a number of stipulations/conditions of approval regarding infrastructure obligations. One of stipulation/conditions required Owner to complete full half-street improvements for the north-half of the section of W. Lower Buckeye Road between 173rd Avenue and Citrus Road required for a Minor Arterial except for the construction of one-half (½) the median and one-half (½) the median landscaping (the “Lower Buckeye Road Improvements”) before any Certificate of Completion, Temporary Certificate of Completion or Certificate of Occupancy for any structure within the zoned property except for model homes would be issued. Another required Owner to complete the full half-street improvements for the west-half of the section of S. 173rd Avenue from Lower Buckeye Road along or adjacent to the frontage of the property rezoned by Ordinance 2022-1545 required for a Major Collector and to construct a full median within 173rd Avenue from Lower Buckeye Road connecting into the existing median, which is approximately 100-feet north of the northern property line (the “173rd Avenue Improvements”) before any Certificate of Completion, Temporary Certificate of Completion or Certificate of Occupancy for any structure within the zoned property except for model homes would be issued. Another required the dedication of right-of-way required for the various road improvements Owner was required to construct.

A final plat for Phase 1 of La Jolla Vista is being presented for Council approval at the meeting of July 8, 2024, under a separate Council Action Report, which triggers the obligation to construct the Lower Buckeye Road Improvements and the 173rd Avenue Improvements. This Map of Dedication (MOD) is dedicating to the city the right-of-way needed for the construction of the Lower Buckeye Road Improvements and the 173rd Avenue Improvements.

Attachments

1. Map of Dedication for La Jolla Vista

MAP OF DEDICATION FOR
"LA JOLLA VISTA"
A PORTION OF THE SOUTH HALF OF SECTION 14,
TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, OF THE PROPERTY SITUATED AT A PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND MAPPED HEREON, HEREBY PUBLISHES THIS MAP OF DEDICATION FOR LA JOLLA VISTA – PHASE 1, SAID MAP SETS FORTH AND GIVES THE DIMENSIONS OF THE FEE ROAD RIGHT-OF-WAY WITHIN THE ABOVE DESCRIBED PREMISES BEING CONVEYED AND DEDICATED HEREON.

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS "R/W DEDICATED HEREON" SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS OWNER, AS OWNER AND LOERT

CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, WARRANTS TO THE CITY OF GOODYEAR THAT IT IS THE SOLE OWNER OF THE PROPERTY ON THIS MAP, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING ANY INTEREST IN THE PROPERTY ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS MAP HAS CONSENTED TO OR JOINED IN THIS MAP, AS EVIDENCED BY THE INSTRUMENTS WHICH ARE RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH THE OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS MAP IS RECORDED.

IN WITNESS WHEREOF: CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA 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.

BY: CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: HINTON FINANCIAL SERVICES, INC., A COLORADO CORPORATION
ITS: SOLE MEMBER AND MANAGER

BY: _____
BRAD CLOUGH PRESIDENT

DATE: _____

ACKNOWLEDGMENT

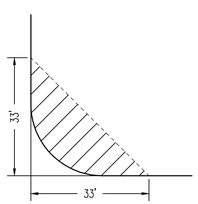
PROVINCE OF ALBERTA }
} SS
CITY OF EDMONTON }

THE FOREGOING INSTRUMENT (MAP OF DEDICATION FOR LA JOLLA VISTA) WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2024 BY BRAD CLOUGH, WHO UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF HINTON FINANCIAL SERVICES, INC., THE SOLE MEMBER AND MANAGER OF CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF CITRUS & LOWER BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

GIVEN AT THE CITY OF EDMONTON, IN THE PROVINCE OF ALBERTA THIS _____ DAY OF _____, 2024.

_____
SIGNATURE

_____
NAME OF NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA



SIGHT VISIBILITY TRIANGLE
NOT TO SCALE

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP AT THE SOUTHWEST CORNER OF SAID SECTION 14, FROM WHICH A PK NAIL WITH WASHER AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, BEARS NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST (AN ASSUMED BEARING) 2,645.66 FEET;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 40.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 488.28 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 15.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 858.54 FEET;

THENCE NORTH 44 DEGREES 55 MINUTES 33 SECONDS EAST, 46.67 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 30.00 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 12.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 30.00 FEET;

THENCE SOUTH 45 DEGREES 04 MINUTES 27 SECONDS EAST, 46.67 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 229.79 FEET;

THENCE SOUTH 86 DEGREES 15 MINUTES 36 SECONDS EAST, 180.40 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 705.47 FEET;

THENCE NORTH 44 DEGREES 55 MINUTES 33 SECONDS EAST, 46.67 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 30.00 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 12.01 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 30.00 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 27 SECONDS WEST, 12.01 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 30.00 FEET;

THENCE SOUTH 45 DEGREES 04 MINUTES 54 SECONDS EAST, 46.66 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 39 SECONDS EAST, 225.78 FEET;

THENCE SOUTH 86 DEGREES 16 MINUTES 30 SECONDS EAST, 180.40 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 39 SECONDS EAST, 770.82 FEET;

THENCE NORTH 44 DEGREES 55 MINUTES 09 SECONDS EAST, 46.68 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 22 SECONDS WEST, 454.95 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 13 SECONDS WEST, 28.31 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 22 SECONDS WEST, 50.00 FEET;

THENCE NORTH 44 DEGREES 58 MINUTES 57 SECONDS EAST, 28.26 FEET;

THENCE NORTH 0 DEGREES 04 MINUTES 22 SECONDS WEST, 689.86 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS EAST, 45.00 FEET;

THENCE SOUTH 0 DEGREES 04 MINUTES 22 SECONDS EAST, 1322.79 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, SOUTH 89 DEGREES 54 MINUTES 39 SECONDS WEST, 1323.08 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 2645.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 285,227 SQUARE FEET OR 6.5479 ACRES, MORE OR LESS.

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	R1-4 & R1-6 (RESIDENTIAL)
RIGHT OF WAY	6.5479 AC.
TOTAL	6.5479 AC.

GENERAL NOTES

1. ALL NEW AND RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
2. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF GOODYEAR CODES AND ORDINANCES.
3. ALL ROADS, PRIVATE OR PUBLIC SHALL BE DESIGNED AND CONSTRUCTED TO MINIMUM CITY OF GOODYEAR STANDARDS.

BASIS OF BEARING

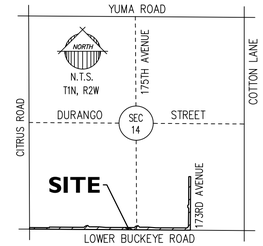
THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 2 WEST, BEARING: **NORTH 89 DEGREE 55 MINUTES 33 SECONDS EAST**

BENCHMARK

CITY OF GOODYEAR SURVEY CONTROL MONUMENTS
NAME: G310
3" MCHD BCHH AT THE INTERSECTION OF BULLARD AVENUE AND EL SOL
NAVD88 ELEVATION: 944.50' (CITY OF GOODYEAR DATUM)

LEGEND

⊡ ●	FOUND SURVEY MONUMENT AS NOTED
○	CORNER OF SUBDIVISION, MONUMENT AS NOTED.
◉	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
APN:	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORD
R/W	RIGHT-OF-WAY
RLS	REGISTERED LAND SURVEYOR
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
———	PROPERTY LINE
——— – ———	CENTER LINE
——— – – ———	SECTION LINE
———	EXISTING LOT LINE
——— – ———	EXISTING CENTER LINE
– – – – – – – – – –	EXISTING EASEMENT LINE



VICINITY MAP
NOT TO SCALE

OWNER / DEVELOPER

CITRUS & LOWER BUCKEYE, LLC
10218-111 STREET NW
EDMONTON AB, CANADA T5K1K9
CONTACT: PHIL DEANGELIS
EMAIL: pdeangelis@craltd.com

ENGINEER

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOEL SAUREY, PE
joel.saurey@epsgroupinc.com

SURVEYOR

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ROBERT A. JOHNSTON, RLS
robert.johnston@epsgroupinc.com

SHEET INDEX

1 COVER, DEDICATION, AREA SUMMARY TABLE, NOTES, LEGAL DESCRIPTION, DETAIL, LEGEND, BASIS OF BEARING AND CERTIFICATIONS
2 PLAT
3 PLAT, LINE TABLE AND CURVE TABLE

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____. 2024.

BY: _____
MAYOR: JOE PIZZILLO

BY: _____
CITY CLERK: DARCIE MCCRACKEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____. 2024.

BY: _____
CITY ENGINEER: STEVE SCINTO

FINAL PLAT CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2023; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N.. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201



1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

EPS GROUP

"LA JOLLA VISTA"
GOODYEAR, ARIZONA
MAP OF DEDICATION FOR

Project:

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona One-Call, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

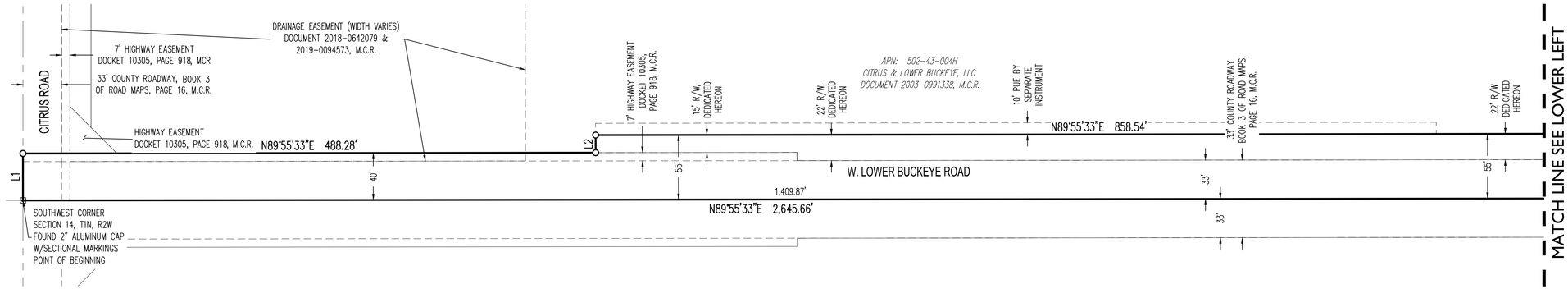
Drawn by: A.G.
Reviewed by: R.J.

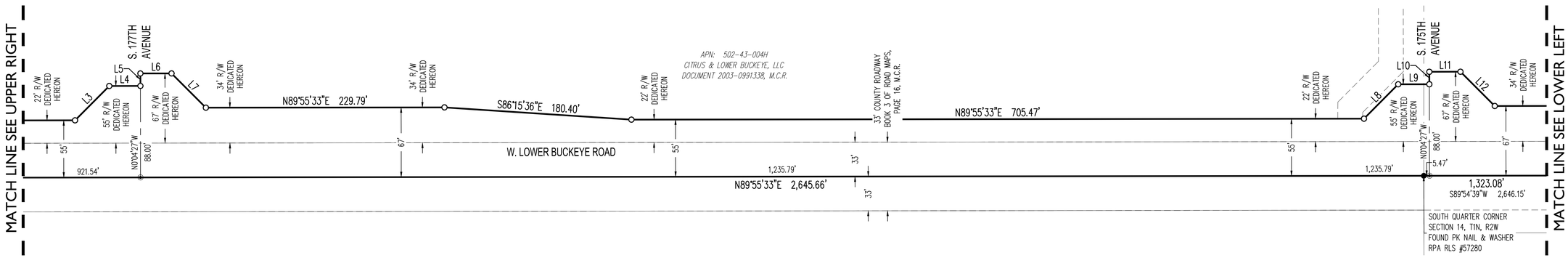
Job No.
20-1595

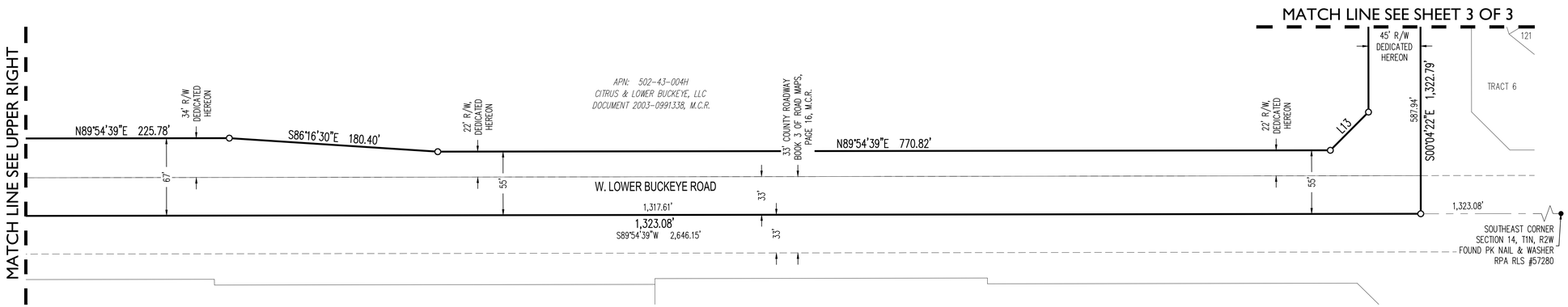
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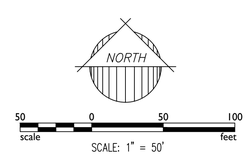
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agrass









EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

"LA JOLLA VISTA"
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Drawn by: A.G.
Reviewed by: R.J.

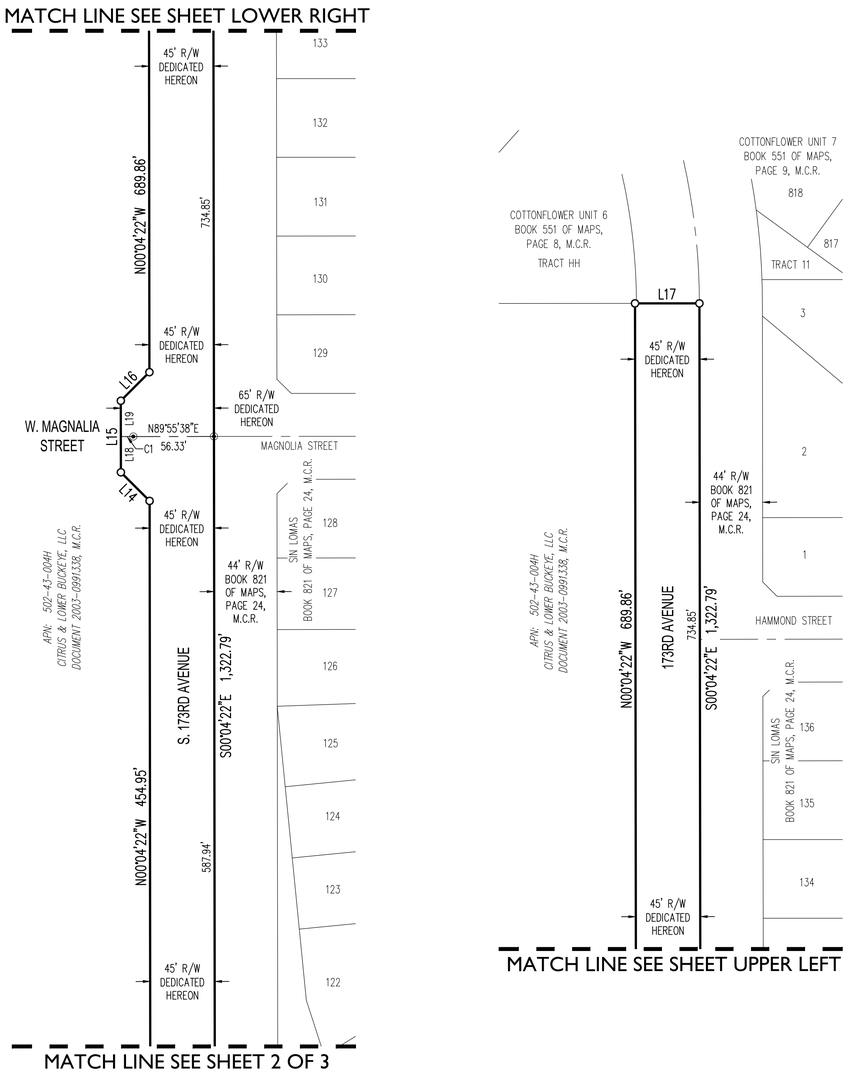
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
ARIZONA U.S.A.

Job No.
20-1595

FP01

Sheet No.
2
of 3

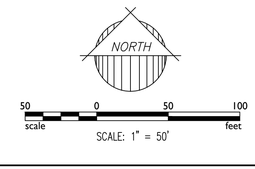
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	8.67'	1000.00'	0°29'48"	8.67'	S89°49'28"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°00'00"E	40.00'
L2	N00°04'27"W	15.00'
L3	N44°55'33"E	46.67'
L4	N89°55'33"E	30.00'
L5	N00°04'27"W	12.00'
L6	N89°55'33"E	30.00'
L7	S45°04'27"E	46.67'
L8	N44°55'33"E	46.67'
L9	N89°55'33"E	30.00'
L10	N00°04'27"W	12.01'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N89°55'33"E	30.00'
L12	S45°04'54"E	46.66'
L13	N44°55'09"E	46.68'
L14	N45°01'13"W	28.31'
L15	N00°04'22"W	50.00'
L16	N44°58'57"E	28.26'
L17	N89°56'37"E	45.00'
L18	S00°04'22"E	25.00'
L19	N00°04'22"W	25.00'



SCALE: 1" = 50'

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

"LA JOLLA VISTA"
GOODYEAR, ARIZONA

MAP OF DEDICATION FOR

Project:

Revisions:

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In Maricopa County: (602)263-1100

Drawn by: A.G.
Reviewed by: R.J.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
6/20/24
ARIZONA U.S.A.

Job No.
20-1595

FP01

Sheet No.
3
of 3

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ITEM #: 7.
DATE: 07/08/2024
AI #:2147

CITY COUNCIL ACTION REPORT

SUBJECT: LITCHFIELD ROAD ANNEXATIONS, SOUTH OF W LOWER BUCKEYE ROAD (SDC I AND II)

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Senior Planner

OTHER PRESENTER(S):

Andrew Yancy, Bergin, Frakes, Smalley & Oberhotzer, PLLC

SUMMARY

Authorization to initiate the annexation of 0.558 acres of property along Litchfield Road south of West Lower Buckeye Road, which is part of the Stream Data Center (SDC) I Property, and authorization to initiate annexation of 3.342 acres of property along Litchfield Road, which is part of the Stream Data Center (SDC) II Property south of West Lower Buckeye Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Authorize staff to initiate the annexation of approximately 0.558 acres of property along Litchfield Road south of West Lower Buckeye Road and 3.342 acres of property along Litchfield Road south of West Lower Buckeye Road. (Guadalupe Ortiz Cortez, Senior Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this CAR. A detailed fiscal impact will be included in future City Council reports. There is no fiscal impact associated with authorizing the staff to proceed with the state statutory requirements for annexation. Authorizing the process to move forward does not commit the City Council to approve the annexation.

BACKGROUND AND PREVIOUS ACTIONS

This item has not been previously presented to Council. The property to be annexed into the City abuts two parcels on the west side of S. Litchfield Road. The first parcel is adjacent to the southwest corner of W. Lower Buckeye Road and S. Litchfield Road, and is part of the Stream Data Center (SDC) I Property. The SDC I Property was zoned I-1 (Light Industrial) by Ordinance No. 2006-0997 adopted by Council on March 6, 2006. The second parcel is adjacent to the west side of S. Litchfield Road between the southern boundary of the SDC I Property and W. Broadway Road, and is part of the Stream Data Center (SDC) II Property. The SDC II Property was zoned I-1 (Light Industrial) with a PAD Overlay by Ordinance No. 2023-1574 adopted by Council on July 10, 2023. The SDC I Property and the SDC II Property are being developed as the Stream Data Center Campus.

STAFF ANALYSIS

Current Policy:

Arizona State Statutes (A.R.S.) regulates annexation. Below is a brief summary of the annexation process:

- Staff determines whether the proposed annexation area meets the state legal requirements for annexation as set forth in A.R.S. § 9-471.
- Assuming the proposed annexation area meets the state legal requirements for annexation, staff conducts a review of the annexation proposal to determine the desirability of the annexation.
- Staff provides an impact analysis of the annexation proposal to City Council.
- The City Council will consider the proposal and make a determination on whether to authorize staff to proceed with the annexation.
- If authorization is not provided, then no further action on the annexation will be taken.
- If authorization is provided, staff will move forward with the state statutory requirements for annexation.
- After further staff review of the proposed annexation, a blank petition containing the legal description and an accurate map of the annexation territory is filed with the County Recorder and notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation.
- After the blank petition is filed, there is a 30-day waiting period before signatures can be obtained.
- A public hearing must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation.
- Once the 30-day waiting period is over, the blank petitions may be signed and collected.
- Once all petitions have been collected, the annexation may be scheduled for a City Council meeting for consideration.

Details of the Request:

There are two application requests for your consideration:

- Annex approximately 0.558 acres of property adjacent to the eastern boundary of the SDC I Property
- Annex approximately 3.342 acres of property adjacent to the eastern boundary of the SDC II Property

The portion of the property adjacent to the SDC I Property that is being annexed, approximately 0.558 acres, is owned by SDC I property owner. The portion of the property adjacent to the SDC II Property, approximately 3.348 acres, is owned by the SDC II property owner. The SDC I Property and the SDC II Property are being developed and the property

owners are required to complete full half-street improvements for the west half of S. Litchfield Road adjacent to their respective properties. Although privately owned, the assessor's map reflects the property as being county right-of-way. Accordingly, to allow the half-street improvements to S. Litchfield Road to be constructed pursuant to the city's standards, the two property owners are seeking to have the remainder of their respective properties annexed into the City.

The City's General Plan designates this area as Industrial. The existing County zoning for both properties is Rural-190 (RU-190). Upon annexation, the property would be designated the city equivalent zoning district of Agricultural (AG).

The property is located within the city's municipal planning area and staff has reviewed the proposal for the annexations and has determined that the annexation areas meets the state legal requirements for annexation pursuant to the provisions of A.R.S. § 9-471.

City's Annexation Policy:
The Goodyear City Council adopted an annexation policy by Resolution 2001-768 that provides staff with guidelines for the evaluation of annexation requests:

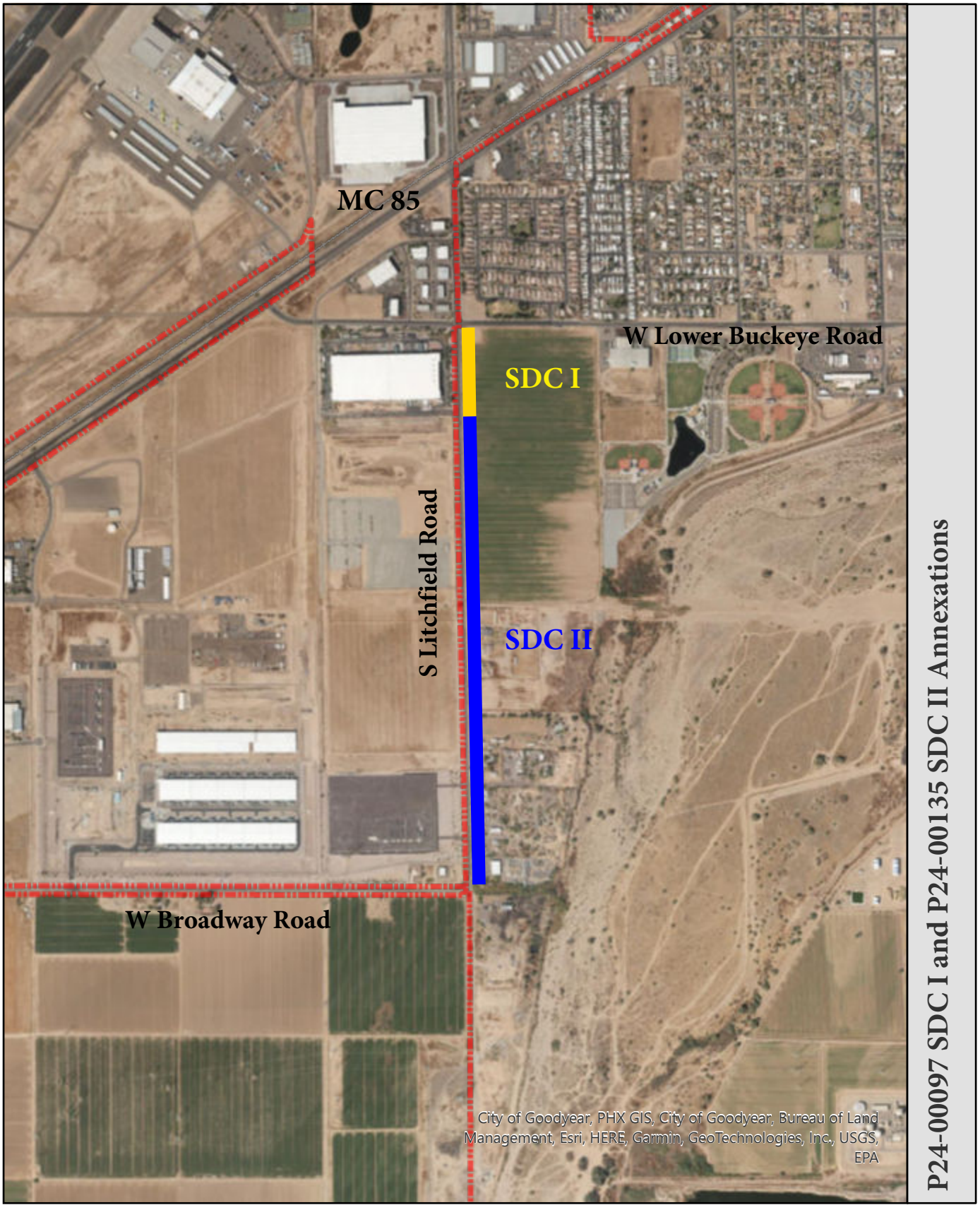
A. The City's ability to provide basic services in a timely manner;
B. Long-term desirability for community development and economic growth;
C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town;
D. Ability to control the quality of land uses and infrastructure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

In this case, the annexation involves the annexation of property that will be dedicated to the city as right-of-way for the west half of S. Litchfield Road and will be improved by the adjacent property owners to meet city standards as part of the development of the Stream Data Center Campus. The proposed annexation will not result in any increase in service requirements on the part of the City other than additional maintenance responsibilities for road improvements for the west-half of S. Litchfield Road between W. Lower Buckeye Road and W. Broadway Road. The existing improvements to S. Litchfield Road end at W. Broadway Road. It is not likely that Maricopa County will improve S. Litchfield Road between W. Lower Buckeye Road and W. Broadway Road nor is it likely that Avondale, which has annexed to the eastern boundary of S. Litchfield Road south of W. Lower Buckeye will either annex past the center line of S. Litchfield Road or develop the west half of S. Litchfield Road. This annexation will allow the city to ensure its infrastructure standards are met, and it is compatible with the Geneal Plan, the city's infrastructure needs, and the timing of development as the improvements to S. Litchfield Road will support the development of the Stream Data Center Campus.

Attachments

Aerial Photo
SDC I Legal Description
SDC II Legal Description

SDC I and SDC II Annexations
along South Litchfield Road
South of Lower Buckeye Road



P24-00097 SDC I and P24-00135 SDC II Annexations

LEGAL DESCRIPTION
ANNEXATION LEGAL
STREAM - SDC PHX I
GOODYEAR, ARIZONA

June 19, 2024
Job No.18292

THE EAST 33 FEET OF THE NORTH 808.67 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE NORTH 33 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED “MARICOPA COUNTY,” FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED “MARICOPA COUNTY” BEARS SOUTH 01°01'23" EAST, A DISTANCE OF 2605.12 FEET;

THENCE SOUTH 01°01'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 33.02 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 01°01'23" EAST, A DISTANCE OF 775.64 FEET;

THENCE SOUTH 88°58'13" WEST, A DISTANCE OF 33.00 FEET;

THENCE NORTH 01°01'23" WEST, PARALLEL WITH AND 33.00 FEET EAST OF SAID EAST LINE, A DISTANCE OF 776.86 FEET;

THENCE SOUTH 88°55'27" EAST, A DISTANCE OF 33.02 FEET TO THE **POINT OF BEGINNING**.

SAID AREA CONTAINS 25,616 SQUARE FEET OR 0.588 ACRES, MORE OR LESS.



LEGAL DESCRIPTION
ANNEXATION LEGAL
STREAM - SDC PHX II
GOODYEAR, ARIZONA

June 19, 2024
Job No.18292

THE EAST 33 FEET OF THE EAST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,

EXCEPT THE NORTH 808.67 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY," FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 21, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY" BEARS SOUTH 01°01'23" EAST, A DISTANCE OF 2605.12 FEET;

THENCE SOUTH 01°01'23" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 808.67 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 01°01'23" EAST, A DISTANCE OF 1,796.45 FEET TO THE EAST QUARTER OF SAID SECTION 21,

THENCE SOUTH 00°59'44" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2,615.40 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 89°38'18" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 33.01 FEET;

THENCE NORTH 00°59'44" WEST, PARALLEL WITH AND 33.00 FEET EAST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,614.61 FEET;

THENCE NORTH 01°01'23" WEST, PARALLEL WITH AND 33.00 FEET EAST OF THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,796.44 FEET;

THENCE NORTH 88°58'13" EAST, A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**.

SAID AREA CONTAINS 145,578 SQUARE FEET OR 3.342 ACRES, MORE OR LESS.



ITEM #: 8.
DATE: 07/08/2024
AI #:2091

CITY COUNCIL ACTION REPORT

SUBJECT: FEDERAL BUREAU OF INVESTIGATIONS (FBI) CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE (CEHTTF) MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF GOODYEAR

STAFF PRESENTER(S): Jeff Mercy, Interim Chief of Police

SUMMARY

Memorandum of Understanding between the City of Goodyear and the Federal Bureau of Investigations to participate in the child exploitation and human trafficking task force.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Approve the MOU between the City of Goodyear Police Department and the FBI for participation in the CEHTTF and the Cost Reimbursement Agreement. (Jeff Mercy, Interim Chief of Police)

FISCAL IMPACT

The Police Department's current FY2025 base budget covers the special victim's unit detective's position that would participate in the FBI Child Exploitation and Human Trafficking Task Force. The City of Goodyear Police Department may request reimbursement for overtime for CEHTTF related cases through the use of Cost Reimbursement Agreement form.

BACKGROUND AND PREVIOUS ACTIONS

The internet has broadened the reach of human traffickers and nefarious individuals through its far-reaching capabilities and the ability to disguise oneself through their online persona. This allows unsuspecting individuals to be recruited, coerced, and lured into oftentimes unknown and dangerous situations. The special victim's unit has been investigating internet crimes against children as part of their daily case load. The majority of the ICAC cases are provided to the department by the FBI CEHTTF. Due to the increase in these cases, the assigned detective no longer has sufficient time to work additional cases assigned to the unit. In 2023, the case load reached a level that the department felt it was prudent to request an

additional dedicated detective. The council approved the hiring of this additional detective at the December 11, 2023, council session.

STAFF ANALYSIS

The mission of the CEHTTF is to investigate and respond to the sexual victimization of children, other crimes against children and human trafficking. The participation in the task force will provide the department, through the officer assigned, FBI resources, technology, and intelligence for Goodyear cases, in addition to the officer participating in the task force receiving specialized knowledge through training and clearance levels offered by the federal government.

The FBI MOU delineates the responsibilities of the City of Goodyear CEHTTF personnel. The department is authorized to request reimbursement up to federal limits of overtime for the personnel participating in the task force and working on CEHTTF related cases.

In addition to resources and training, the detective assigned to the task force will be assigned an FBI vehicle for CEHTTF business.

It has been determined that participation in the CEHTTF will assist the department in investigating exploitation cases which benefit the City of Goodyear.

Attachments

FBI CEHTTF MOU

FBI Cost Reimbursement Form

FEDERAL BUREAU OF INVESTIGATION
CITY OF GOODYEAR CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Goodyear Police Department (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the City of Goodyear Child Exploitation and Human Trafficking Task Force (CEHTTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

5. The defined priority threats that are aligned with the mission of the CEHTTFs are:

   a. **Child Abductions (Non-Ransom and Ransom)**
   b. **Production/Manufacturing of Child Sexual Abuse Material**

c. Sextortion
d. Electronic Groups/Organizations/Enterprises for Profit
e. Travelers/Enticement
f. Traders/Distributors of Child Sexual Abuse Material
g. Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity
h. Human Trafficking
i. Child Sex Trafficking
j. Adult Sex Trafficking
k. Forced Labor
l. Domestic Servitude
m. International Parental Kidnapping
n. Possessors of Child Sexual Abuse Material
o. Child Sex Tourism
p. Unlawful Flight to Avoid Prosecution – Parental Kidnapping
q. All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the CEHTTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI Phoenix Field Office shall designate one Supervisory Special Agent (CEHTTF Supervisor) to supervise the CEHTTF. The CEHTTF Supervisor may designate a Special Agent to serve as the CEHTTF Coordinator.

8. Conduct undertaken outside the scope of an individual's CEHTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CEHTTF Supervisor or CEHTTF Coordinator. As stated in paragraph 77, below, neither the United States nor the FBI shall be responsible for such conduct.

9. CEHTTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the CEHTTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

11. All CEHTTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).

12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.

16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.

17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.

20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.

21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CEHTTF personnel will be limited to those situations where it is essential to the effective performance of the CEHTTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

23. Non-FBI CEHTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CEHTTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CEHTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CEHTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CEHTTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CEHTTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CEHTTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

28. CEHTTF reports prepared in cases assigned to CEHTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

29. Records and reports generated in CEHTTF cases which are opened and assigned by the CEHTTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CEHTTF.

30. CEHTTF investigative records maintained at the **Phoenix** Field Office of the FBI will be available to all CEHTTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CEHTTF investigations will be maintained by the FBI. The FBI's rules

and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.

32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.

33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the CEHTTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the CEHTTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Goodyear Police Department receives a request pursuant to Arizona's public records statute, A.R.S. Title 39, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose CEHTTF records, the Goodyear Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

42. CEHTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

43. A determination will be made on a case-by-case basis whether the prosecution of CEHTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CEHTTF.

44. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CEHTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic

surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

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[1] Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

[2] Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

51. CEHTTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

52. Local and state law enforcement personnel designated to the CEHTTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the CEHTTF or until the termination of the CEHTTF, whichever comes first.

53. Deputized CEHTTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the CEHTTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the CEHTTF to be deputized while assigned to the CEHTTF. The FBI will secure the required authorization for deputations, as needed.

55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the CEHTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official CEHTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency CEHTTF personnel will require the execution of a separate Vehicle Use Agreement.

57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CEHTTF business.

58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the CEHTTF.

59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal

injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 61 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CEHTTF operations.

65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CEHTTF investigations may be equitably shared with the agencies participating in the CEHTTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CEHTTF's objectives.

67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO CEHTTF AND SECURITY CLEARANCES

70. If a participating agency candidate for the CEHTTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the CEHTTF, the participating agency will be so advised and a request will be made for another candidate.

72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

73. Before receiving unescorted access to FBI space identified as an open storage facility, CEHTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CEHTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top-Secret security clearance.

74. Upon departure from the CEHTTF, each individual whose assignment to the CEHTTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS
    - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
    - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
    - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
    - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the CEHTTF who is named as a defendant in a civil action as a result of or

in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Phoenix Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CEHTTF personnel.

79. Liability for any conduct by CEHTTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the CEHTTF shall not be the responsibility of the FBI or the United States.

DURATION

80. The term of this MOU is for the duration of the CEHTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the CEHTTF at any time by written notification to the CEHTTF Supervisor with designated oversight for investigative and personnel matters or program manager of the CEHTTF at least 30 days prior to withdrawal.

82. Upon termination of this MOU, all equipment provided to the CEHTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CEHTTF participation.

MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.

84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Interim Chief
City of Goodyear

Date

City Manager
City of Goodyear

Date

Attest:

Approved as to Form:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
Cost Reimbursement Agreement

CEHTTF File No.:

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE(CEHTTF)], as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and City of Goodyear, located at 1900 N Civic Square, Goodyear, AZ 85395, Taxpayer Identification Number: 86-6000249, and Telephone Number: 623-882-7878, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI CEHTTF Memorandum of Understanding (MOU) signed by the City Manager of the City of Goodyear on July 8, 2024, and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse GPD for overtime payments made to officers assigned to and working full time on CEHTTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Phoenix Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at GPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI CEHTTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to GPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, GPD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of GPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Phoenix Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify GPD of the applicable annual limits prior to October 1st of each year.

6. The number of GPD deputies assigned full-time to the CEHTTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the CEHTTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, GPD shall prepare an official document setting forth the identity of each officer assigned full-time to the CEHTTF, along with the

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regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Phoenix Field Office CEHTTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the CEHTTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of GPD's participation on the CEHTTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

_____
Akil Davis
Special Agent in Charge
Federal Bureau of Investigation

Date: _____

_____
Wynette Reed
City Manager
City of Goodyear

Date: _____

_____
Financial Liaison Specialist
Federal Bureau of Investigation

Date:_____

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ITEM #: 9.
DATE: 07/08/2024
AI #:2111

CITY COUNCIL ACTION REPORT

SUBJECT: TWO INTERGOVERNMENTAL AGREEMENTS (IGA) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR DESERT EDGE AND MILLENNIUM HIGH SCHOOL RESOURCE OFFICER SERVICES

STAFF PRESENTER(S): Jeff Mercy, Interim Chief of Police

SUMMARY

Agreement for the City of Goodyear to provide school resources officer (SRO) services at Desert Edge High School and Millenium High School.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Authorize the City Manager or designee to execute two Intergovernmental Agreements (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Desert Edge High School and Millennium High School. (Jeff Mercy, Interim Chief of Police)

FISCAL IMPACT

The full cost of the SRO program and positions and the revenue from the school district has been included as a part of the Fiscal Year 2025 budget. During the school year, 50% of SRO's salary and benefits will be reimbursed on a quarterly basis from the school district's operating budget, excluding holidays, sick days, breaks, and summer vacations.

BACKGROUND AND PREVIOUS ACTIONS

The Council was briefed by the Goodyear Police Department's School Resource Officer program during the March 26, 2018, work session. The briefing included information on current SRO programs and general school safety information. Since that time, the city has maintained an intergovernmental agreement with the Agua Fria Union High School District to keep school resource officers on two of their high school campuses.

The school district has funds available in which they have agreed to pay for 50% of the costs

associated with SRO Services for the 10-month period covering the school year. The city will pay 100% of the costs during the summer break and school observed holidays or vacations during which time the resource officer will perform city-related duties.

STAFF ANALYSIS

Many communities seek the help of law enforcement to promote school safety. The Agua Fria Union High School District funding will supplement the department's funding of the officers' salaries and the district will reimburse the city quarterly for SRO services. The Police Chief will have sole discretion if the SRO is temporarily reassigned to other duties during school times as needed.

An SRO's presence on campus builds trust between the students and school administrators and acts as a deterrent to potential crime. Not only do SRO's provide valuable law enforcement education, but SRO's also act as models and mentors while providing a safe learning environment for the staff and students.

Attachments

DEHS

MHS

GYPD SRO Policy

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2024** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Desert Edge High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Desert Edge High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Desert Edge High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Desert Edge High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Desert Edge High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2024 until June 30, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey Stratman, Esq.
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to

appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Joe Pizzillo, Mayor

Date: _____

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

ATTEST:

_____
Darcie McCracken, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.

_____
Jeffrey Stratman, Esq, Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
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B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Millennium High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Millennium High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Millennium High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Millennium High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2024 until June 30, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey Stratman, Esq.
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to

appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Joe Pizzillo, Mayor

Date: _____

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

ATTEST:

_____
Darcie McCracken, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.

_____
Jeffrey Stratman, Esq., Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.

GOODYEAR POLICE DEPARTMENT

Policy and Procedure Manual

POLICY 3.63
SCHOOL RESOURCE OFFICER UNIT

Effective:	Replaces:	Approved:
09/18/2020	01/13/2013	

1. PURPOSE AND SCOPE

1. It is the policy of the Goodyear Police Department to maintain a School Resource Officer (SRO) Unit. The success of the program depends upon the respect and confidence developed with students, parents and staff. Fundamental to building trust on campus is the fair and equitable treatment of all individuals. Whether student, parent or staff, all persons must be treated with dignity and respect.

2. SCHOOL RESOURCE OFFICERS' MISSION STATEMENT

1. To enhance a safe atmosphere in community schools, foster a positive relationship with community youth, and develop strategies to resolve problems affecting youth.

3. GOALS AND OBJECTIVES

1. The Goodyear Police Department's SRO Unit intends to provide law enforcement services and law-related education to the high schools within the City of Goodyear. The unit members also act as liaisons between the schools, the community and the Police Department, as well as various agencies such as the Department of Child Safety, , the Juvenile Probation Department, and other intervention and counseling resources.
2. The goals and objectives of the SRO Unit are:
   A. To keep school campuses safe, so that teachers can teach and students can learn.
   B. Provide students with a positive role model through the exhibition of Department and City core values.
   C. Interact with students in a setting that builds self-esteem and trust and reinforces the police as role models.
   D. Interact with students, faculty, community, parents, and civic leaders to promote positive relations.
   E. Provide a classroom resource for instruction. Educate students about the law and the importance of individual responsibility as well as teambuilding and cooperation within the community.
   F. Serve as a resource for the students, teachers, and parents. Serve as a primary resource to students who are victims and suspects of unlawful or harmful activity in order to deter and protect them from further harm.
   G. Partner with the faculty and administrative team to teach the importance of good safety practices through various educational programs.
   H. Provide an active law enforcement figure on campus to deal with any law and safety/public order issues and take appropriate enforcement action when necessary.

4. AUTHORITY

1. As a law enforcement officer, the SRO is responsible to the Chief of Police through a supervisory chain of command and is subject to Department Policies and Procedures. As an employee of the

Goodyear Police Department, the chain of command begins with their Sergeant and progresses to the Chief of Police.

A. The Goodyear Police Department recognizes and respects the authority of the principal, and his or her designee, to be the primary leader and manager of the school campus. The SRO, however, has the authority and responsibility to ensure proper decisions are made in reference to crimes, crime scenes, and any incidents that pose a serious threat to public safety.

B. During any law enforcement-related event on a school campus, the SRO will consult the principal or designee in the law enforcement decisions being made to resolve the incident, when feasible. During any law enforcement related event, it may become necessary for the SRO to temporarily take charge of the incident and or school campus to protect the integrity of the investigation and/or crime scene, and ensure the safety of the students and staff, until properly relieved.

2. All Goodyear Police Department SROs will be sworn peace officers. As such, the SROs possess the same authority and powers of arrest as any other state or local law enforcement official regardless of whether they are on or off school property.

A. When performing the duties of a police officer in the school environment, the officer shall have an understanding of the administrative responsibilities the school has in resolving misbehavior.

B. The SRO will be familiar with the student handbook of their respective school.

C. They will also support the concept that teachers have the right to teach and students have the right to learn.

D. In dealing with misconduct and disruptive behavior, the SRO is mindful of the fact that respect for others is an extension of one's own self-respect.

E. Conduct with students should be of a quality that reinforces positive self-image, self-esteem, and professionalism.

5. THE PROGRAM

1. TRIAD CONCEPT

A. As a role model, the SRO is compelled to always present themselves in a professional manner. Through their appearance and actions, the SRO leads by example through their day-to-day contact with students, parents and staff members. They treat everyone in a manner that is respectful, fair and consistent regardless of race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation, or socio-economic status.

B. The following outline is a guide that reflects the "philosophy" of the Goodyear Police Department's SRO Unit. The program is based on the premise that the SRO serves the following basic functions from the "Triad Concept" supported by the National Association of School Resource Officers (NASRO):

1. Law Enforcement Officer: The SRO's primary role on campus is that of a law enforcement officer. They will enforce all applicable laws in a fair and consistent manner. As a general rule, SROs will not get involved with the enforcement of school rule violations unless there is a violation of State law, as well.

2. The SRO will conduct investigations for all crimes that occur on their designated school campus.

3. The SRO, when available, will assist in conducting investigations for other crimes off campus that may have a direct effect on a student or the school community.
4. The SRO, when available, will be the "case officer" for crimes committed at their designated school.
5. When necessary, the SRO may arrest, detain and or hold suspects in-custody as prescribed by law and Department policy.
6. Some serious crimes require specialized expertise or logistical support to investigate. Under these circumstances, an appropriate detective will be assigned as the case officer. The SRO will then assist the detective, and function as the liaison between the victim, the school staff, and the Police Department.
7. The SRO can address parking and traffic concerns that affect the school and surrounding community.
8. The SRO may conduct and or coordinate traffic enforcement details to encourage compliance with State and local traffic laws.
9. The SRO will coordinate with school staff to promote crime prevention programs and enhance the police/community relationship with the surrounding neighborhoods. This may be accomplished through foot and vehicle patrol of the school grounds and adjacent areas.
10. The SRO will work with the high schools to address truancy issues. High schools participate in a truancy prevention program called "Courts Unified Truancy Suppression" (CUTS).

C. Teacher: As a teacher, the SRO can present a diverse curriculum in the area of Law-Related Education (LRE) to the students, parents and the staff. LRE includes classes in the areas of personal safety, wellness, and criminal and traffic law.

D. Counselor: As a counselor, the SRO can act as an advisor, mentor and mediator to students, parents and staff. They use their professional experience to counsel and educate people on law-related issues. When a higher level of expertise is required, the SRO can refer the person seeking aid or guidance to the appropriate agency or resource.

2. SRO DUTIES AND RESPONSIBILITIES

A. The following are the primary duties and responsibilities of the SROs:

1. Conduct classroom instruction, utilizing approved lesson plans, on prevention and education in appropriate subjects to high school students, faculty, and staff, in accordance with the SRO and Department mission statements,.
2. Take appropriate action for any on-sight situations requiring police attention.
3. Act as a liaison and resource between the law enforcement community, other governmental agencies and the school.
4. Interact with students to promote and reinforce the development of basic life skills and personal control and responsibility for one's actions.
5. Conduct investigations involving school or students.
6. The SRO may participate in parent conferences, especially when potential delinquency is a factor. The SRO may have input into intervention and preventive strategies and community resources available.
7. Participate in special assignments related to Departmental activities such as the point of contact for major events.

8. Inform the school administration of current student criminal involvement and criminal trends that affect the safe environment of the school, as needed. It is also recommended that the SRO maintain a relationship with the assigned Juvenile Probation Officer for their school, and obtain a list of juvenile probationers.
9. Perform preventive patrol for students in route to and from school. Attention will be directed to observations pertinent to the safety and well-being of children.
10. Interact with uniform patrol in order to share information and work together on matters of mutual concern.
11. Attend special events as necessary to interact and prevent problems.
12. Participate in various Department-sponsored and endorsed activities that foster a positive relationship between the students and the SRO.
13. Maintain contact with the SRO Supervisor in order to facilitate administrative needs.
14. Attend scheduled meetings of all assigned SROs that may be established by the supervisors for information exchange and resolution of special problems.
15. Attend monthly SRO meetings with the SRO Supervisor. These will be held on the school campuses and will rotate each month.

6. SCHOOL ENFORCEMENT

1. SEARCHES
   A. The SRO must follow Departmental Policy and respect the School's policy in conducting searches. The rules of criminal evidence apply in school exactly the same as they apply in other circumstances.
      1. The school administration cannot be used as an agent to search a student's locker.
      2. The school administrator has the authority to search a locker prior to police knowing a crime has been committed. Once the SRO is aware of the criminal situation, the SRO must brief the SRO Supervisor and obtain a search warrant for a student's locker.
      3. Unless EXIGENT CIRCUMSTANCES EXIST, or you have CONSENT, get a warrant.
2. CRITERIA FOR EMERGENCY / NON-EMERGENCY CALLS
   A. These criteria are designed as a guide. In most cases, the SRO will take disposition of a call for service on their designated campus.
   B. For all situations that require immediate police response, schools should call 9 1 1 and then call their designated SRO. Listed below are some examples of situations that require an immediate police response:
      1. Immediate life-threatening emergency
      2. Large or serious fight in progress
      3. Unruly crowds
      4. Disruptive parent who will not leave or calm down
      5. Bomb threats
      6. Child abuse (in progress and welfare of child)
      7. Crime in progress where the protection of evidence is essential, or the apprehension of the violator is possible
      8. Safety hazards (i.e., chlorine, natural gas leaks)

C. For those situations that require police services but do not require an immediate response, the school should call the SRO assigned to the school. If the SRO is not able to respond, the school should call for an on-duty patrol officer. Listed below are some examples of situations:
    1. Students who are found to be in possession of illegal contraband or drugs, and the item has been confiscated (contraband must be placed into evidence the same day)
    2. Mandatory Reporting Law (A.R.S. 13-3620)
    3. Burglary (where the school is the victim and evidence may be present)
    4. Vehicle burglaries with the victim standing by
    5. Assaults (with serious injury)

D. For the following situations that require police services but where time is not of the essence, the school should call the SRO assigned to the school and advise them of the situation. The SRO can then take the information for the police report the next time the SRO is on the campus.
    1. Theft (no suspects, no witnesses)
    2. Assaults (which are over and under control with little or no injury, or where students have already been sent home, no suspects, no witnesses.)
    3. Threats or intimidation (no suspects, no witnesses.)
    4. Criminal damage (no suspects, no witnesses)
    5. And any other incident of a minor nature, status offense, City Code violation, etc.

7. SRO WORK HOURS

1. The main function of the SRO is to be on campus during school hours.
2. SRO work hours are varied according to individual school needs.
    A. Work schedules should remain flexible based upon the needs of the school on any given day/event.
    B. Officers are encouraged eat lunch on campus during their lunch break, which will be factored into their eight-hour work day.
    C. SROs are required to obtain prior approval from a supervisor on any overtime. This can be accomplished by calling or e-mailing the SRO Supervisor.
    D. Although not mandatory, SROs are encouraged to take vacation or attend trainings when school is not in session.
3. During extended school breaks (i.e., winter, summer break), SROs will be assigned to duties by the SRO Supervisor. These duties may include the Teen Academy, or temporary assignment in the patrol division.
4. When sick leave/family sick leave is necessary, the SRO must inform the Principal by telephone or contact the attendance office personnel to relay that information prior to the start of school (preferably one hour prior.) The SRO must also notify the SRO Supervisor per Department Policy.

ITEM #: 10.
DATE: 07/08/2024
AI #:2124

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF PARTIAL TERMINATION AND RELEASE OF EASEMENT

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

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SUMMARY

The City has been asked to terminate portions of the sidewalk easements dedicated to the City on W. Monte Vista Rd. These partial sidewalk easement areas are no longer needed as the office building that was developed on the property adjacent to the Easement Termination Areas encroaches over the Easement Termination Areas.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Partial Termination and Release of Easement, terminating and releasing portions of an existing sidewalk easement no longer needed and authorize its execution by the City Manager and recordation with the Maricopa County Recorder. (Colton Blyle, Real Estate Services Specialist)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2025 or future years related to the partial release of the portions of the sidewalk easements being terminated.

BACKGROUND AND PREVIOUS ACTIONS

On November 1, 2007 the Map of Dedication for McDowell Road Commercial Corridor Improvement District Infrastructure was recorded with Maricopa County. The Map of Dedication included sidewalk easements over two bump-outs on W. Monte Vista Drive in connection with a proposed multi-family development. The two bump-outs were designed to accommodate a driveway entrance that was not developed, and apartment buildings were constructed over the two bump-outs. The property owner has asked the City to terminate the sidewalk easements over the two bump-outs.

STAFF ANALYSIS

Engineering staff determined sidewalks were not needed over the two bump-outs and approved the Partial Termination and Release of Easement over the two bump-outs. Accordingly, staff is recommending that Council approve the Partial Termination and Release the Easement, authorize its execution by the City Manager and recordation with the Maricopa County Recorder.

Attachments

Partial Termination and Release of Easement

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 certain sidewalk easements dedicated pursuant to the Map of Dedication for McDowell Road Commercial Corridor Improvement District Infrastructure, recorded in the official records of Maricopa County on November 1, 2007, in Book 956, Page 21 (Instrument Number 2007-1181669) ("Map of Dedication").

B. The City has been asked to terminate portions of the sidewalk easements dedicated to the City in the MOD over the property legally described and depicted on that certain document titled Legal Description East Sidewalk Easement attached hereto as Exhibit "A" and over the property legally described an depicted on that certain document titled Legal Description West Sidewalk Easement attached hereto as Exhibit "B" (collectively the property described in Exhibit "A" and in Exhibit "B" are hereinafter referred to as the "Easement Termination Areas").

C. The Easement Termination Areas are over two bump-outs that were designed to accommodate a driveway into an apartment complex that was not constructed, and apartment buildings were constructed over the Easement Termination Areas.

D. 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

E. Engineering staff has reviewed and approved the termination of the sidewalk easements granted over the Easement Termination Areas.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases and terminates its right's, title, interests and benefits in and to sidewalk easements dedicated to the City in the Map of Dedication (described above) in the property legally described and depicted on Exhibits "A" and "B" attached hereto and incorporated herein by this reference (the "Easement Termination Areas"). Except for the sidewalk easements over the Easement Termination Areas, the sidewalk easements dedicated to the City in the Map of Dedication over all other areas within the Map of Dedication shall remain in 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 Exhibits "A" and "B", 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.

The page number of this Partial Termination and Release of Easement is exclusive of the exhibits attached hereto.

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

EXHIBIT A

March 7, 2024
Job No. P5280

SIDEWALK EASEMENT
GOODYEAR, AZ

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HANDHOLE AT THE INTERSECTION OF NORTH PEBBLE CREEK PARKWAY AND WEST MONTE VISTA ROAD, FROM WHICH THE WEST QUARTER CORNER OF SECTION 32 BEARS NORTH 00 DEGREES 20 MINUTES 32 SECONDS, A DISTANCE OF 549.60 FEET;

THENCE ALONG THE CENTERLINE OF SAID MONTE VISTA ROAD, SOUTH 89 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.04 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,400.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14 DEGREES 03 MINUTES 46 SECONDS, A DISTANCE OF 343.62 FEET;

THENCE NORTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 27.60 FEET;

THENCE DEPARTING SAID CENTERLINE, NORTH 13 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 30 DEGREES 41 MINUTES 57 SECONDS EAST, A DISTANCE OF 32.21 FEET;

THENCE NORTH 76 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 10.64 FEET;

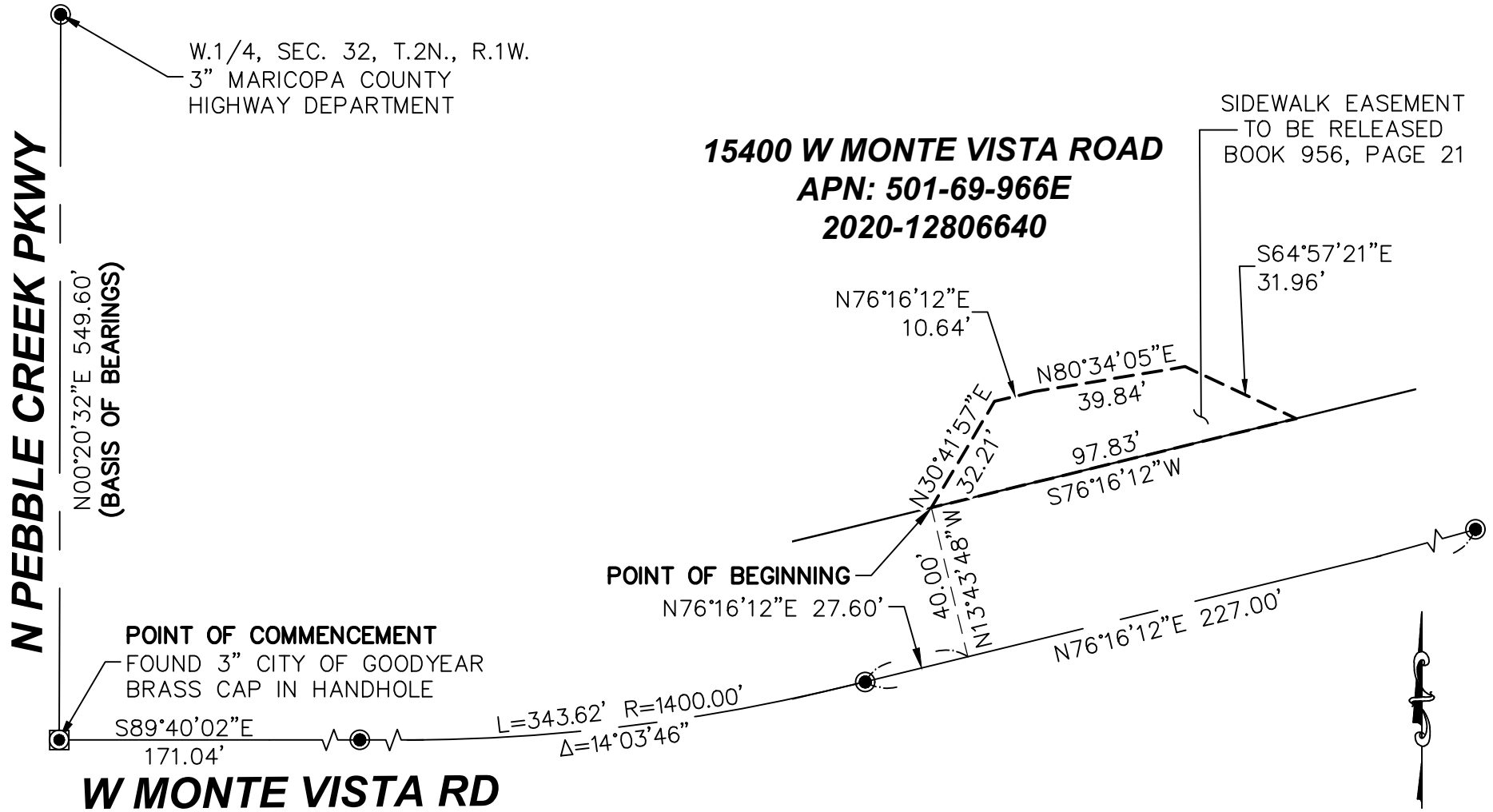
THENCE NORTH 80 DEGREES 34 MINUTES 5 SECONDS EAST, A DISTANCE OF 39.84 FEET;

THENCE SOUTH 64 DEGREES 57 MINUTES 21 SECONDS EAST, A DISTANCE OF 31.96 FEET, TO THE NORTHERLY RIGHT OF WAY OF SAID MONTE VISTA ROAD,;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 76 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 97.83 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 1,608 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
3/7/24
Date Signed
ARIZONA U.S.A.

RICK
ENGINEERING COMPANY
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LEGAL DESCRIPTION

EAST SIDEWALK ESMT

GOODYEAR, ARIZONA

DRAWING:	SWE–ESMT.DWG				
JOB#	P5280	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	DCG	CHK:	ELS	DATE:	3/7/24

EXHIBIT B

March 6, 2024
Job No. P5280

SIDEWALK EASEMENT
GOODYEAR, AZ

A SIDEWALK EASEMENT AS SHOWN IN THE MAP OF DEDICATION FOR "MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE", BOOK 956, PAGE 21. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HANDHOLE AT THE INTERSECTION OF NORTH PEBBLE CREEK PARKWAY AND WEST MONTE VISTA ROAD, FROM WHICH THE WEST QUARTER CORNER OF SECTION 32 BEARS NORTH 00 DEGREES 20 MINUTES 32 SECONDS, A DISTANCE OF 549.60 FEET;

THENCE ALONG THE CENTERLINE OF SAID MONTE VISTA ROAD, SOUTH 89 DEGREES 40 MINUTES 02 SECONDS EAST, A DISTANCE OF 171.04 FEET TO A POINT OF CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,400.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 42 MINUTES 47 SECONDS, A DISTANCE OF 90.73 FEET;

THENCE DEPARTING SAID CETERLINE ALONG A NON-TANGENT LINE, NORTH 03 DEGREES 22 MINUTES 49 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 40 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 32.39 FEET;

THENCE NORTH 84 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 10.42 FEET;

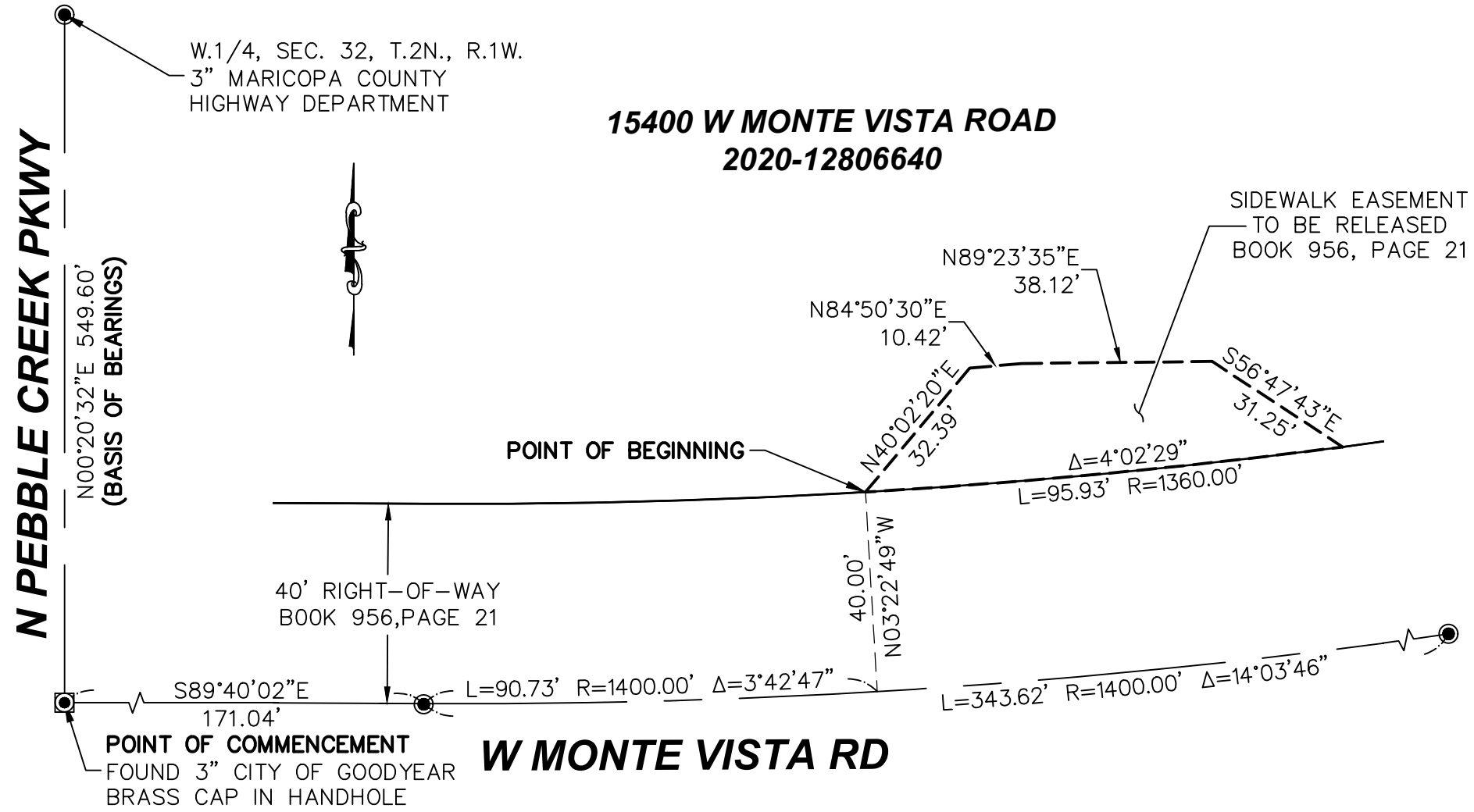
THENCE NORTH 89 DEGREES 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 38.12 FEET;

THENCE, SOUTH 56 DEGREES 47 MINUTES 43 SECONDS EAST, A DISTANCE OF 31.25 FEET TO THE SAID NORTHERLY RIGHT OF WAY OF MONTE VISTA ROAD, BEING A NON-TANGENT CURVE, CONCAVE NORTHERLY, OF WHICH THE RADIUS POINT BEARS NORTH 07 DEGREES 25 MINUTES 13 SECONDS WEST, A RADIAL DISTANCE OF 1,360.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID NORTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 02 MINUTES 29 SECONDS, A DISTANCE OF 95.93 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 1,592 SQUARE FEET OR 0.037 ACRES, MORE OR LESS





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
3/6/24
Date Signed
ARIZONA U.S.A.

RICK
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602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LEGAL DESCRIPTION
WEST SIDEWALK ESMT
GOODYEAR, ARIZONA

DRAWING:	SWE-ESMT.DWG				
JOB#	P5280	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	DCG	CHK:	ELS	DATE:	3/6/24

ITEM #: 11.
DATE: 07/08/2024
AI #:2149

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION FOR ACQUISITIONS OF REAL PROPERTY INTERESTS NEEDED FOR SARIVAL ROAD WIDENING PROJECT AND FOR LOWER BUCKEYE ROAD AND SARIVAL AVENUE INTERSECTION IMPROVEMENT PROJECT

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

OTHER PRESENTER(S):

Logan Hopp, Project Manager

SUMMARY

Approval of this action item will provide the authorization necessary to proceed with the acquisition of the land rights necessary for the completion of CIP #42048 Sarival Avenue widening between Yuma Road to Elwood Street and for the completion of CIP #42047 for intersection improvements at Lower Buckeye and Sarival Avenue.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2419 FINDING THAT ACQUISITION OF REAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST HALF OF SARIVAL AVENUE BETWEEN YUMA ROAD AND ELWOOD STREET AND THE INTERSECTION AT LOWER BUCKEYE ROAD AND SARIVAL AVENUE IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION TO CITY MANAGER AND PROVIDING AN EFFECTIVE DATE (Kimberly Romero, Real Estate Coordinator)

FISCAL IMPACT

A combined total of $1,916,600 has been budgeted in fiscal year 2025 for land purchase in Capital Improvement Plan (CIP) projects 42047 Intersection Improvements at Lower Buckeye and Sarival Avenue ($46,400) and 42048 Sarival Avenue Widening between Yuma Road to Elwood Street ($1,870,200). These budgeted amounts will be used to pay compensation for (i) the land rights being acquired, which will include by way of example, fee simple interest in additional right-of-way needed for the project; permanent easements, such as public utility and sidewalk easements, drainage easements, and sidewalk easements; and temporary construction easements; (ii) payment for landscaping and other improvements impacted by the Project; (iii) payment of costs to cure; and (iv) transaction-related costs such as appraisals, title insurance, closing costs, and legal fees of outside counsel if eminent domain is required.

BACKGROUND AND PREVIOUS ACTIONS

Mayor and Council of the City of Goodyear previously approved Capital Improvement Project Number 42048 to improve and widen the west half of Sarival Avenue between Yuma Road and Elwood Street and Capital Improvement Project Number 42047 to improve the intersection at Lower Buckeye and Sarival Avenue. The two projects are included in the city's Capital Improvements Program. Because of the overlap of the improvement areas, city staff will complete the two capital improvement projects under one contract. The improvements to be constructed include, by way of example but not limitation, the installation of traffic signals, additional street lanes, turn lanes, bus bays, bike lanes, sidewalks, drainage improvements, landscaping, and relocation of existing utilities.

The objectives of the two projects are to improve traffic flow and safety at the intersection of Lower Buckeye Road and Sarival Avenue and to improve capacity, traffic flow, safety, and accessibility for motor vehicles, bicycles, and pedestrians heading south on Sarival Avenue between Yuma Road and Elwood Street. The purpose of this action is to authorize the acquisition of real property interests needed for the completion of the two capital improvement projects, which will include rights-of-way, public utility easements, drainage easements, sidewalk easements, and temporary construction easements.

STAFF ANALYSIS

The project impacts sixteen parcels located along the west side of Sarival Avenue between Yuma Road and Elwood Street and the intersection of Lower Buckeye Road and Sarival Avenue. A depiction of the 16 parcels that will be impacted by the projects is attached as Exhibit A to Resolution 2024-2419. CIP Engineering staff and the design team have worked diligently on a design that is cost-effective and minimizes the impact to affected property owners, while still achieving the goals of the project as described above. Based on current design plans, which are 60% complete, the city will acquire an approximate 66,122 sq. ft. of land in Fee Simple interest, 17,707 sq. ft. of Public Utility and Sidewalk Easement area, and 1,605 sq. ft. of Temporary Construction Easement area, although the square footage may increase or decrease as the plans for the project are further refined. The square footage of the drainage easement is still to be determined.

Construction of the improvements cannot commence until the necessary real property interests are acquired. The design plans are 60% complete and are to the point that various real property interests can be quantified. Because of the time it can take to acquire real property interests, staff needs to move forward with the acquisition of the real property interests identified as being needed by the CIP Engineering staff and the design team.

Accordingly, staff is recommending the Mayor and Council adopt Resolution 2024-2419

authorizing and directing City Staff to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the real property interests needed for the completion of improvements to the west half of Sarival Avenue between Yuma Road and Elwood Street and to the intersection at Lower Buckeye Road and Sarival Avenue from the owners of the properties identified on Exhibit “A” attached to Resolution 2024-2419.

Attachments

Resolution No. 2024-2419 with Exhibit A

RESOLUTION NO. 2024-2419

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, FINDING THAT ACQUISITION OF REAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST HALF OF SARIVAL AVENUE BETWEEN YUMA ROAD AND ELWOOD STREET AND THE INTERSECTION AT LOWER BUCKEYE ROAD AND SARIVAL AVENUE IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION TO CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Goodyear previously approved Capital Improvement Project Number 42048 Sarival Avenue (West Half) Yuma Road to Elwood Street, to improve and widen the west side of Sarival Avenue between Yuma Road and Elwood Street and Capital Improvement Project Number 42047 Lower Buckeye and Sarival Intersection Improvements Project Number 42047 to improve the intersection at Sarival Avenue and Lower Buckeye Road; and

WHEREAS, the improvements required to improve the intersection at Lower Buckeye Road and Sarival Avenue and to widen the west side of Sarival Avenue between Yuma Road and Elwood Street, include by way of example but not limitation, installation of traffic signals, additional street lanes, turn lanes, bus bays, bike lanes, sidewalks, drainage improvements, landscaping and relocation of existing utilities; and

WHEREAS, the projects' improvements will improve traffic flow and safety at the intersection of Lower Buckeye Road and Sarival Avenue and will improve capacity, traffic flow, safety, and accessibility for motor vehicles, bicycles, and pedestrians heading south on Sarival Avenue between Yuma Road and Elwood Street; and

WHEREAS, the work for both projects will be done under one contract and the completion of the projects require the acquisition of various real property interests, such as the acquisition of additional right-of-way in fee, various permanent easements, and temporary easements; and

WHEREAS, the City of Goodyear has considered alternatives available to it, has balanced the greater public good and the least private injury resulting in the city's acquisition of the real property interests necessary, and has determined that locating the public improvements within the land rights acquired from the properties results in the greater public good and the least private injury.

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 deem it necessary and essential, as a matter of public welfare, that the real property interests needed for the completion of improvements to the west half of Sarival Avenue between Yuma Road and Elwood Street, and to the intersection at Lower Buckeye Road and Sarival Avenue, be acquired for the purpose of constructing such improvements.

SECTION 2. City Staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the real property

interests needed for the completion of improvements to the west half of Sarival Avenue between Yuma Road and Elwood Street and to the intersection at Lower Buckeye Road and Sarival Avenue from the owners of the properties identified on Exhibit “A” attached hereto, as determined by the final engineering design plans, which includes, but is not limited to, fee ownership of additional right of way; public utility easements, sidewalk easements; drainage easements; and temporary construction easements.

SECTION 3. The City Manager or designee is expressly authorized to take all actions and execute all documents necessary to acquire the real property interests needed for the completion of improvements to the west half of Sarival Avenue between Yuma Road and Elwood Street and to the intersection at Lower Buckeye Road and Sarival Avenue as generally described on Exhibit “A” and to carry out the intent of this Resolution.

SECTION 4. Resolution 2024-2419 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:

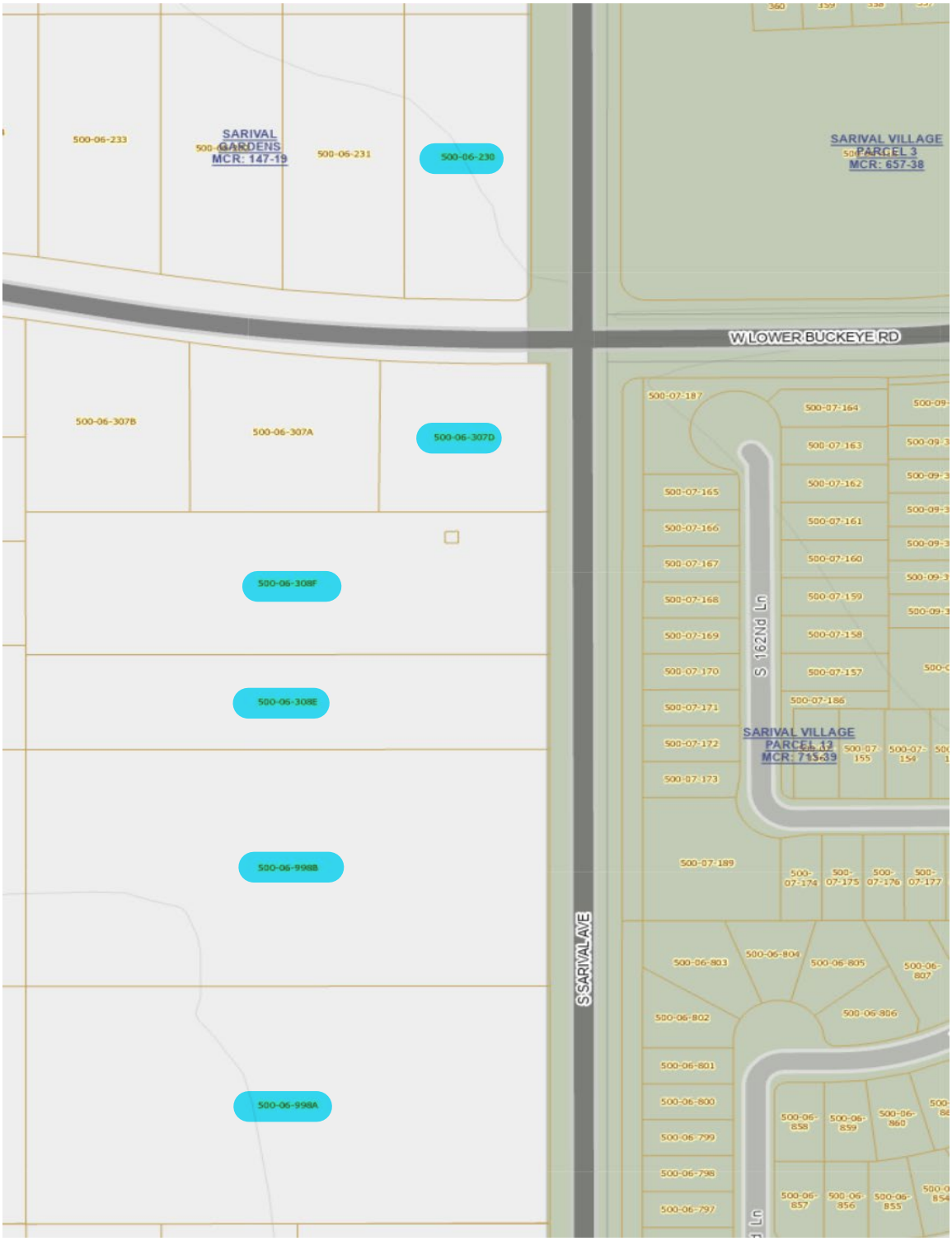
_____
Roric Massey, City Attorney

EXHIBIT "A"

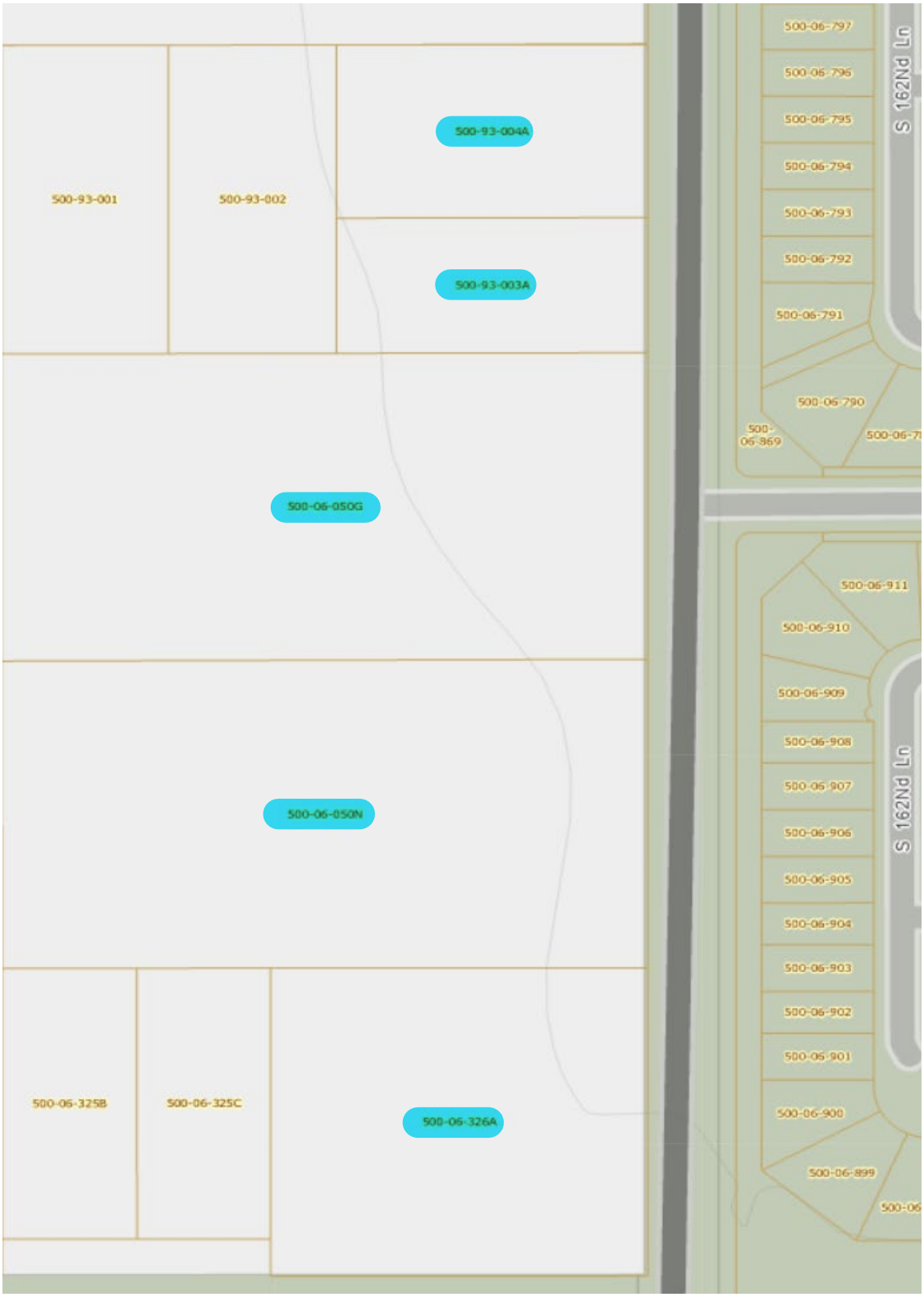
The four parcels shown below and highlighted in blue are located on the west side of Sarival Avenue. The project is needing Temporary Construction Easements from each of the four property owners. The parcel to the north is within the City of Goodyear and the three parcels to the south are within the jurisdiction of Maricopa County.



The seven parcles shown below and highlighted in blue are located on the west side of Sarival Avenue. The project is needing land rights from the property owners that include right-of-way, public utility & sidewalk easements, drainage easements and temporary construction easements. All of these parcels are within the jurisdiction of Maricopa County.



The five parcles shown below and highlighted in blue are located on the west side of Sarival Avenue. The project is needing land rights from the property owners that include right-of-way, public utility & sidewalk easements, drainage easements and temporary construction easements. All of these parcels are within the jurisdiction of Maricopa County.



ITEM #: 12.
DATE: 07/08/2024
AI #:1983

CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT WITH GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, FOR MULTI-FAMILY RENTAL DEVELOPMENT UNDER THE AMERICAN RESCUE PLAN ACT

STAFF PRESENTER(S): Jenna Goad, Assistant to the City Manager

SUMMARY

This development agreement will allow the City to pass-through federal American Rescue Plan Act (ARPA) grant funds to be used to support the development of affordable housing in Goodyear.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Authorize the City Manager to execute a development agreement to pass-through ARPA funds to be used to support the development of affordable housing in Goodyear and associated budget transfers. (Jenna Goad, Assistant to the City Manager)

FISCAL IMPACT

The developer will pay the City's established development application fee of $18,127 within 30 days of the execution of this agreement. This item has not been included in the budget, so a budget amendment is necessary in the amount of $2,000,000 for the expenditures. This expenditure amount will be offset by an equal amount of federal grant revenue to be received from Maricopa County. There is no local match required to receive this grant, however, there will be administrative expenses associated with ongoing compliance and reporting for a period of 20 years.

BACKGROUND AND PREVIOUS ACTIONS

On December 11, 2023, Council approved an Intergovernmental Agreement with Maricopa County to allow the City to receive federal ARPA funds to support the development of affordable housing in Goodyear.

On January 9, 2023, Council approved the submission of a grant application to Maricopa County for ARPA funds to support the development of affordable housing in Goodyear. The County has awarded $2 million to the City to support the Suncrest Vista senior housing development.

Council approved a request to rezone approximately 29 acres generally located southeast of Cotton Lane and Van Buren Street for the Suncrest Vista and Estrella Springs multi-family housing developments on January 24, 2022.

STAFF ANALYSIS

This agreement will allow the City to pass-through ARPA funds to support the development of affordable housing in Goodyear. The $2 million in ARPA funds will be provided to the developer as a 20-year, deferred loan with a zero percent interest rate. At the end of the 20-year period, the funds will be repaid by the developer. The funds will be used to assist 10 units within the 261-unit Suncrest Vista senior housing development. The ARPA-assisted units will be reserved for residents earning 50% or less of the area median income (AMI). Per Arizona Department of Housing requirements, the other units will be restricted to residents earning at or below 60% AMI. The City will be responsible for the ongoing monitoring and reporting associated with the use of federal ARPA funds for a period of 20 years.

Attachments

Development Agreement

WHEN RECORDED, RETURN TO:

City of Goodyear
City Manager's Office
1900 N. Civic Square
Goodyear, AZ 85395

DEVELOPER AGREEMENT FOR
MULTI-FAMILY RENTAL DEVELOPMENT UNDER THE AMERICAN RESCUE PLAN ACT,
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

FY 2023-24

This Developer Agreement for Multi-Family Rental Development Under the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds ("Agreement") is entered into this _____ day of _____, 2024 for **Suncrest Vista (Senior)** ("Project") by and between the City of Goodyear, an Arizona municipal corporation ("City"), and Goodyear Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership ("Developer"), the general partner of which is GEM Goodyear Senior LLC, an Arizona limited liability company, the sole member of which is GEM Housing Solutions, an Arizona nonprofit corporation.

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), authorized under Public Law 117-2, established funding mechanisms for state and local jurisdictions to address the COVID-19 pandemic; and

WHEREAS, among these funding mechanisms, ARPA established the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF" or "Fund") to distribute funding to state and local governments for a variety of eligible uses, including the development of affordable housing; and

WHEREAS, Maricopa County, through its Human Services Department, provided $2,000,000 in ARPA funds to the City to provide gap financing for affordable housing developments planned or currently underway in the City; and

WHEREAS, these funds are currently committed to the City through an Intergovernmental Agreement with Maricopa County (contract no. KRJRNL8WVGH3) and available to commit to Developer; and

WHEREAS, the City believes that the activities of the Developer, as described herein, comply with the requirements of the ARPA Program, are necessary to advance the City's affordable housing goals, and constitute a public benefit; and

WHEREAS, it is necessary that the City and Developer enter into this Agreement to secure funding for the implementation of eligible activities; and

WHEREAS, the City desires to enter into this Agreement and provide Developer with **$2,000,000.00** in ARPA Program funds as a loan to pay for part of the costs of implementing the Project.
The Parties enter into the following agreement:

AGREEMENT

1 Consistency with Home Investment Partnerships (HOME) Program Requirements. As ARPA Program regulations do not address ongoing affordability, tenant selection criteria, lease

terms and other requirements related to development of new rental units, the City and Developer agree to adhere to requirements stipulated in the HOME Program regulations at 24 C.F.R. 92, as further described in this Agreement unless otherwise indicated.

2 **Agreement Amount.** The City shall provide financial assistance in the form of a 20-year Deferred Payment Loan, bearing interest at the rate of 0.0% per annum in an amount not to exceed **$2,000,000.00** subject to the terms of this Agreement and subject to the availability of federal funds. Providing this Agreement amount constitutes the City's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

3 **Matching Funds.** ARPA funds do not require a match, and no matching funds will be required through this Agreement.

4 **Use of ARPA funds.** Developer, in close coordination with the City, will perform all professional, technical and construction services necessary to provide new construction of a senior housing community with rental units as detailed in Exhibit A.

5 **Affordability.** The Project is subject to ongoing compliance requirements per this Agreement and for the length of the affordability period identified in 24 C.F.R. 92.252 (e). The affordability period begins upon documented occupancy of ARPA-assisted units. To document initial and ongoing unit affordability, Developer shall create and submit an Affordability Compliance Management Plan to the City for approval thirty days prior to the initial rent-up of ARPA-assisted units. This Plan must provide procedures as to how Developer will comply with the provisions in this section Agreement.

5.1 **Rent limitations.** Pursuant to 24 C.F.R. 92.252 (a), initial rents of ARPA-assisted units shall not exceed the HOME **Low Rents** provided by HUD and in effect at the time of initial occupancy and each year thereafter. The value of these rents accommodates the cost of utilities.

5.2 **Initial rent schedule and utility allowances.** The City will provide Developer with the HOME rent schedule and approved Utility allowance schedule prior to initial marketing of ARPA-assisted units, Developer shall be responsible for obtaining rent schedule and utility allowances in all subsequent years.

5.3 **Period of Affordability.** Developer agrees that it will ensure ARPA-assisted units remain affordable and subject to the affordability requirements of 24 C.F.R. 92.252 (e) and contained in this Agreement. The City and Developer agree that the period of affordability applicable to this project is **20 years** from the date the affordability period begins as established in the first paragraph of this section.

5.4 **Subsequent Rents During Period of Affordability.** City and Developer agree that ARPA rents established at the time of initial occupancy represent a floor in the rent that can be charged during the period of affordability established herein despite adjustments to Fair Market Rents and median household incomes made by HUD. Developer shall provide City with documentation of rents and occupancy on an annual basis in compliance with ongoing affordability requirements. Developer agrees that changes in ARPA rents will not affect existing leases in effect at the time of publication of new ARPA rents and will provide tenants written notice of rent increases no later than 30 days before the expiration of existing leases.

5.5 **Adjustment of ARPA rent.** If, during the period of affordability, Developer's analysis of the project's financial viability is in jeopardy due to HUD's changes in Fair Market Rents or median household income, Developer will notify the City within 30 days to determine if an appeal to HUD is justified and necessary. If, in the sole discretion of the City, such an appeal is justified and necessary, Developer will, and will cause Developer to cooperate with the City to provide all necessary documentation and rationale as the basis of the appeal. The City will facilitate the appeal process on behalf of Developer, as applicable.

5.6 **Tenant Income.** Tenants occupying ARPA-assisted units must have a gross annual household income that does not exceed 50% percent of area median income ("AMI"), adjusted for household size. Developer shall verify and document household income in accordance with 24 C.F.R. 92.203.

5.7 **Over-income Tenants.** If, during the annual requalification process stipulated in 24 C.F.R. 92.203 a tenant is determined to be over income, Developer shall designate the next available comparable unit as a floating ARPA-assisted unit and apply all ARPA regulatory requirements and those of this Agreement to that unit.

5.8 **Conflicting Regulations.** The parties acknowledge that the Federal Low-Income Housing Tax Credit ("LIHTC") program, the ARPA program are both providing funding for the construction of the Project, and that both parties have agreed electively to follow Home Investment Program regulations as stipulated in Section 1 of this Agreement. As each program has separate guidelines, if the guidelines of the programs conflict, but do not prevent co-existence of the guidelines on the Project, then the most restrictive guidelines will control the operation and use of the **10** ARPA-assisted units. Developer shall notify the City of any requirements of LIHTC that conflict with the requirements of this Agreement; the parties agree to take reasonable steps to remedy such conflicts if possible and necessary.

5.9 **Fixed and Floating Units.** Developer and City agree that ARPA-assisted units will be floating. Developer will determine and verify income eligibility of tenants for the ARPA-assisted unit, and will constitute **four (4) one-bedroom units, four (4) two-bedroom units, and two (2) three-bedroom units.** Units must be comparable in square footage, amenities, and number of bedrooms to non-ARPA-assisted units. This comparability of units will apply to all subsequent tenants after initial occupancy to maintain unit conformity through the period of affordability.

5.10 **Tenant Selection.** Developer shall adopt, adhere to and submit to the City for review and approval written tenant selection policies and procedures that comply with the requirements of 24 C.F.R. 92.253 (d), including: 1. limitation of tenancy to those households at or below **50%** of area median income, as established and revised annually by HUD; 2. basis for selection related to the prospective tenant's reasonable ability to fulfill the terms of the lease agreement; 3. description of eligibility or preference criteria for certain population segments (as applicable) that is in full compliance with the non-discrimination requirements established in 24 C.F.R. 92.350; 4. acceptance of Housing Choice Voucher (Section 8), HOME Tenant-Based Rental Assistance program participants and US Department of Veterans Affairs Veterans Assistance Program for Homeless Veterans (VASH) voucher holders as potential tenants; 5. Provision of a wait-list based on the chronological order of receipt of applications; and 6. Prompt written notification for rejection of a tenant's application and the reason(s) for the rejection.

5.11 **Lease Requirements**

5.11.1 Developer and Tenant will enter into a written lease agreement of not less than one year unless a shorter period is mutually agreed upon and specified in the lease.

5.11.2 Developer will adhere to the requirement that all lease agreements shall not contain any of the prohibited terms of 24 C.F.R. 92.253 (b), as provided in Exhibit E of this Agreement.

6 Use of ARPA State and Local Fiscal Recovery Funds, Developer Responsibility for affordability of the 251 Non-ARPA State and Local Fiscal Recovery Fund Assisted Units, and Developer responsibility for any applicable Maximum Per Unit Subsidy Regulations. The City and Developer acknowledge and agree that the funds received by the City from Maricopa County for the $2,000,000 20-year Deferred Payment Loan, bearing interest at the rate of 0.0% per annum, are ARPA State and Local Fiscal Recovery Funds, and said $2,000,000 of loan funding are not HOME Program funds, and are not subject to the HOME Program regulations at 24 C.F.R. 92. The City and Developer acknowledge and agree further that the references in this Agreement to the Home Program are being used only to define the affordability parameters for the 10 ARPA (State and Local Fiscal Recovery Fund) assisted units. The Developer agrees that the Developer is solely responsible for the affordability of the other 251 Non-ARPA State and Local Fiscal Recovery Fund Assisted Units. In addition, Developer agrees that the Developer shall be solely responsible to

ensure that total funds invested in the project will not exceed the per-unit dollar limitations established under section 221(d) (3) (ii) of the National Housing Act (12 U.S.C. 17151 (d) (3) (ii)).

7 Property Standards During Development. Developer will ensure that all units constructed will meet the property standards set forth in 24 C.F.R. 92.251 at the time of project completion and throughout the period of affordability as provided for in Section 5.3 contained herein.

7.1 Developer covenants that upon completion of construction the Project will comply with all applicable State and local codes and ordinances.

7.2 Developer covenants that upon completion of construction, the Project will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as promulgated by 24 C.F.R. 8, Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) as promulgated by 28 C.F.R. 35 and 36, and the Fair Housing Act (42 U.S.C. 3601-3619) as promulgated by 24 C.F.R. 100.

7.3 Developer will provide all documentation to City upon request in compliance of this section, including, but not limited to: construction cost estimates, contracts, inspection records and financial records.

8 Ongoing Property Standards

8.1 Developer shall ensure that the ARPA-assisted units continue to remain safe, decent and sanitary throughout the period of affordability. At a minimum, assisted units must comply with HUD Housing Quality Standards (HQS) applicable to the Housing Choice Voucher Program.

8.2 The City will inspect, using HUD-prescribed standards and instruments, each assisted unit, at least once annually during the period of affordability to document compliance with these property standards.

8.3 The City will provide ample notice to Developer to facilitate the inspection of each assisted unit.

8.4 In the event of non-compliance, the City will provide written notification of the violation to the Developer, and provide for a 30-day cure period, at which time, the Developer shall, or shall cause Developer to notify the City of completion of repairs, and schedule a reinspection.

8.5 Violations that, in the City's sole discretion, constitute an immediate threat to the health or safety of occupants, shall allow the City to require a shorter cure period.

8.6 Deficient units shall be re-inspected as many times as is necessary to ensure that all identified violations have been corrected to the standards required in 24 C.F.R. 92.251 (f).

9 Conditions of Religious Organizations.

9.1 Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the ARPA Program. Neither the federal government nor a state or local government receiving funds under the ARPA Program will discriminate against an organization on the basis of the organization's religious character or affiliation.

9.2 Organizations that are directly funded under the ARPA Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this section.

9.3 If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

9.4 The completed Project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the Property.

9.5 An organization that participates in the ARPA Program will not, in providing ARPA Program assistance, discriminate against a Program beneficiary or prospective Program beneficiary on the basis of religion, religious belief or lack thereof.

9.6 The City will assure that any use of ARPA Program funds by a religious organization, when commingled with funds of the religious organization, meet the requirements of 24 C.F.R. 92.257.

10 Non-Discrimination. In the selection of Tenants, Developer will comply with all non-discrimination requirements of 24 C.F.R. 92.350. Developer agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of Developer, will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, national origin, financial status, age, sexual orientation, gender identity, or marital status.

11 Nondiscrimination and Equal Employment Opportunity.

11.1 Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, financial status, age, sexual orientation, gender identity, or marital status. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to cause Developer to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City's Representative setting forth the provisions of this nondiscrimination clause.

11.2 Developer, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, national origin, financial status, age, sexual orientation, gender identity, or marital status.

11.3 Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City's Representative, advising the labor union or worker's representative of Developer's commitments under Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

11.4 Developer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12 Debarment and Suspension. As required by 24 C.F.R. § 24.1, federal funds will not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor, subcontractor, developer, business, consultant, or any entity during any period of debarment, suspension, or placement in ineligibility status, including the beneficiary of ARPA assistance.

13 Drug Free Workplace. Developer shall make diligent efforts to comply with 24 C.F.R. 92.350 and 24 C.F.R. 5, subpart A, as described in Attachment G of this Agreement.

14 Affirmative Marketing & Minority Outreach. Developer must adopt affirmative marketing procedures and requirements for ARPA assisted housing containing five (5) or more housing units. "Affirmative marketing procedures" will consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and will comply with the requirements and procedures of 24 C.F.R. 92.351.

15 Displacement, Relocation, and Acquisition.

15.1 Developer will ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Project.

15.2 Developer will consult the City prior to proceeding with any Project activity with ARPA Program funds that may cause temporary or permanent displacement of the beneficiary of ARPA investment. Such consultation shall assure compliance with appropriate relocation requirements of 24 C.F.R. 92.353 in accordance with the requirements of the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA") (42 U.S.C. §§ 4201-4655) and implementing regulations at 49 C.F.R. Part 24, as amended and the Fair Housing Act (42 U.S.C. §§ 3601-19).

16 Conflict.

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

16.2 Developer agrees to abide by the provisions of 24 C.F.R. 92.356 with respect to conflicts of interest, and covenants that no person who exercises or have exercised any functions or responsibilities with respect to activities assisted with ARPA funds or who are in a position to participate in a decision making process or gain any inside information with regard to these activities, may obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or proceeds derived from the Project, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

16.3 Developer covenants, that no partner, nor any member of its staff has an identity of interest with any person or entities that might benefit directly or indirectly financially from this Agreement.

16.4 Developer further covenants that in the performance of this Agreement no person, having such a financial interest and/or influence with regard to the Project, will be employed or retained by Developer.

16.5 No owner, developer or sponsor of a project assisted with ARPA funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or nonprofit (when acting as an owner, developer or sponsor) may occupy an ARPA-assisted affordable housing unit in the Project. This provision does not apply to an individual who is an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the Project manager or maintenance worker.

16.6 If such conflict as outlined above does exist, Developer is bound, and shall cause disclose officially in writing, on Developer's letterhead, as applicable, the nature and extent of that conflict prior to execution of this Agreement, or if discovered subsequently, to disclose such conflict as soon as it occurs or is known.

16.7 Exceptions to above requirements are allowed under certain circumstances in accordance with 24 C.F.R. 92.356(d), (e) and (f). Requests for exceptions must be made to the City who, after determination as to whether an exception request is warranted, will render a decision and/or seek the approval of the Maricopa County Human Services Department and/or the US Department of the Treasury, to render a decision.

17 Records and Reports.

17.1 The City reserves the right to inspect, monitor, and observe work and services performed by Developer and all contractors and subcontractors at any and all reasonable times.

17.2 The City reserves the right to audit the records of Developer and all contractors and subcontractors any time during the performance of this Agreement and for a period of six (6) years after the period of affordability has been satisfied under this Agreement.

17.3 Developer will provide the City with a copy of its single audit and management letter pursuant to the requirements of 2 C.F.R. 200 annually, but no later than 30 days after completion of single audit.

17.4 Access will be immediately granted to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Developer or its contractors and subcontractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

18 Enforcement of the Agreement.

18.1 The City will enforce this Agreement in accordance with 2 C.F.R. 200, by suspension or termination of the Agreement should Developer fail to comply with any term of the Agreement, or for convenience in accordance with Appendix II to 2 C.F.R. 200, Section B.

18.2 Developer acknowledges and agrees that it will be subject to sanctions set forth in HOME Program Regulations at 24 C.F.R. Part 92, if determined to be applicable by the City.

18.3 The parties hereto agree that this Agreement will be construed and enforced according to the laws of the State of Arizona and all applicable federal laws and regulations.

18.4 The City will secure its interest in this Agreement as required by the ARPA Program with a Promissory Note (Exhibit F) and a Deed of Trust.

19 Disbursement of Funds

19.1 Project expenses will be paid based on invoices for actual expenses paid. All such expenses will be in conformance to the approved Project Budget. Developer will be responsible for any cost overruns.

19.2 Developer shall covenant that all expenditures will comply with 2 C.F.R. 200 and the terms of this Agreement, and will be allowable, allocable and reasonable. The City reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests meet the terms of 2 C.F.R. 200 and the terms of this Agreement. The City also reserves the right to hold payment until adequate documentation has been provided, reviewed and approved.

19.3 Developer shall submit a final invoice upon completion of the Project. Final payment will be made after the City has determined that all services have been rendered, files and documentation delivered, and units constructed and occupied by eligible tenants in full compliance with ARPA regulations and the terms of this Agreement, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

19.4 Developer will be monitored by the City for compliance with the regulations of 24 C.F.R. 92.252(a) (4) and the terms of this Agreement, for the affordability period specified herein. Developer shall provide reports and access to Project files as requested by the City during the construction of the Project and for six (6) years after completion and closeout of the Agreement or during the affordability period, whichever is longer.

20 Duration of the Agreement. This Agreement shall be effective from the date of execution of this Agreement and shall expire upon the Developer's repayment of the $2,000,000 principal amount to the City pursuant to the terms of the Promissory Note attached hereto as Exhibit F.

21 Procurement Standards.

21.1 Developer shall comply with local procurement requirements as listed in the Additional Requirements as further described in **Exhibit J.**

21.2 Developer shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring services to be provided under this Agreement, Developer shall comply, at a minimum, with the procurement standards at 2 C.F.R. 200.318-327.

21.3 To the extent Developer can be considered to be a religious organization, it will abide by all portions of 24 C.F.R. § 92.257.

22 Uniform Administrative Requirements. To the extent applicable to a nongovernmental recipient of federal funds, and to the extent applicable to the Project, the Developer shall comply with 2 C.F.R. § 200, as amended; Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (41 C.F.R., chapter 60, as amended); and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*, as amended and Section 104(d) of the Act), and in accordance with 24 C.F.R. Part 42, as amended.

23 Immigration Law Compliance.

23.1 Developer shall warrant, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

23.2 Any breach of warranty under subsection 23.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

23.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 23.1 above.

23.4 City may conduct random inspections, and upon request of City, Contractor will provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 23.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

23.5 Developer agrees to incorporate into any contracts and subcontracts under this Agreement the same obligations imposed upon Developer and expressly accrue those obligations directly to the benefit of the City. Developer also agrees to require any contractor or subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

23.6 Developer's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

23.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor programs.

24 Insurance.

24.1 Developer will obtain, maintain and provide evidence of the following insurance ("Required Insurance") consistent with **Exhibit K**, Insurance Certificate.

24.2 Developer and Sub-contractors. Developer shall cause Developer, and each Sub-contractor performing work or providing materials related to this Agreement to procure and maintain the insurance coverages described below (collectively "Contractor's Policies"), until each Parties' obligations under this Agreement are completed

24.3 Developer shall cause Developer to at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

24.4 Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

24.5 This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

24.6 These limits may be met through a combination of primary and excess liability coverage.

24.7 Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Developer and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

24.8 Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits is required by Arizona law.

24.9 Equipment Insurance. Developer shall cause Developer to secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented

or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Developer or its Sub-contractors.

24.10 Notice of Changes. Developer shall cause Developer's Policies to provide for not less than 30 days' advance written notice to City Representative of:

24.10.1 Cancellation or termination of Developer or Sub-Contractor's Policies;

24.10.2 Reduction of the coverage limits of any of Developer or and Sub-Contractor's Policies; and

24.10.3 Any other material modification of Developer or Sub-Contractor's Policies related to this Agreement.

Certificates of Insurance.

24.11 Within 20 business days after the execution of the Agreement, Developer shall cause Developer to deliver to City Representative certificates of insurance for each of Developer and Sub-Contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-Contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Developer and Sub-contractor's Policies in accordance with the provisions of this section.

24.12 City is and will be under no obligation either to ascertain or confirm the existence or issuance of Developer and Sub-Contractor's Policies, or to examine Developer and Sub-Contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

24.13 Developer's failure to cause Developer to secure and maintain Developer Policies and to assure Sub-Contractor Policies as required will constitute a material default under this Agreement.

24.14 Other Contractors or Vendors.

24.14.1 Other contractors or vendors that may be contracted by Developer with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

24.14.2 This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

24.15 Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.

24.16 The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.

24.17 All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

24.18 Developer shall cause its Sub-contractors to obtain and maintain the Required Insurance.

24.19 City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

24.20 Developer shall cause Developer and Sub-contractors to provide to the City proof of Required Insurance whenever requested.

25 Bonds. Reserved.

26 Compliance with Federal, State & Local Laws. Developer covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, and all requirements of the ARPA Program as set forth in 24 C.F.R. Part 92.

27 Suspension & Termination.

27.1 In accordance with 24 C.F.R. § 85.43, suspension or termination may occur if Developer materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 C.F.R. § 85.44.

27.2 If Developer is unable to meet the approved timelines as required by ARPA Program regulations or complete the Project because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused solely by Developer, the City will grant a reasonable extension of time for completion of the Project. It will be the responsibility of Developer to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay. Developer shall also inform the City when it expects the delay to end and when it expects the Project to be complete.

27.3 If Developer fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, or if Developer refuses or fails to proceed with the Project with such diligence as will ensure its completion within the time fixed by ARPA Program regulations and the terms of this Agreement, Developer will be in default and notice in writing will be given to Developer's Representative of such default by the City or an agent of the City. If Developer fails to cure such default within such time as may be required by such notice, the City may at its option terminate and cancel the Agreement at the expiration of the cure period. Developer, and partner of Developer shall have the same right, but not the obligation to cure defaults hereunder on the same terms as the Developer. Nothing in this section, modifies or removes an obligation to cure any default.

27.4 In the event of such termination, all ARPA Program funds awarded to Developer pursuant to this Agreement will be immediately revoked and any approvals related to the Project will immediately be deemed revoked and canceled. In such event, Developer will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this Project.

27.5 In the event of such termination, Developer will be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to the date of said termination.

27.6 Notwithstanding the above, Developer will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Developer. The City may withhold any payments to the Developer for the purpose of setoff against such damages until such time as the exact amount of damages due the City from Developer is determined whether by court of competent jurisdiction or otherwise.

27.7 The waiver or failure to enforce a breach of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

28 Default-Loss of ARPA Program Funds.

28.1 In the event of such termination, all ARPA Program funds awarded to Developer pursuant to this Agreement will be immediately revoked and any approvals related to the commitment of ARPA funds for the Project will immediately be deemed revoked and canceled. In such event, Developer will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the ARPA Program funds will no longer be available for this Project.

28.2 Such termination will not affect or terminate any of the rights of the City as against Developer then existing, or which may thereafter accrue because of such default, and the foregoing provision will be in addition to all other rights and remedies available to the City under the law and the Note and Collateral Assignment of Deed of Trust (if in effect),

including but not limited to compelling Developer to complete the Project in accordance with the terms of this Agreement, in a court of equity.

28.3 The waiver of a breach of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

28.4 Notwithstanding anything to the contrary contained herein, the City shall provide the Tax Credit Investor notice of any default under this Agreement and the Tax Credit Investor shall be provided 30 days to cure such default (or such longer period as is reasonably necessary to cure such default). The City shall accept such cure by the Tax Credit Investor as if such cure was made by the Developer.

29 **Indemnification Agreement.** Developer will, during the term of this Agreement, indemnify, hold, protect, and save harmless the City and any and all of its officers, elected officials, agents, and employees from and against any all actions, audits, proceedings, claims and demands, loss, liens, out of pocket costs, expenses and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by the City brought, made, filed against, imposed upon or sustained by the City, its officers, agents, or employees in and arising from attributable to or caused directly or indirectly by the gross negligence, wrongful acts, omissions or from operations conducted by the Developer, the Developer, its officers, agents or employees, or by any person acting on behalf of Developer and with Developer's knowledge and consent, expressed or implied.

30 **Prohibited Lobbying Activities.** Developer, its agent or representative will not have any lobbying contact, as defined by the Lobbying Disclosure Act (2 U.S.C. 1602), orally or in any written form with any City elected official or any City employee other than the Planning and Community Development Department, City Manager, Deputy or Assistant City Manager or City Attorney's office (for legal issues only) regarding the contents of this Agreement.

31 **Prohibited Political Contribution.** Developer, during the term of this Agreement, will not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any City elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

32 **Contingent Fees.** Developer promises that it has not employed or retained any company or person, other than bona fide employees working solely for Developer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Developer, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the City may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due Developer.

33 **Successors and Assigns.** This Agreement is binding on the City and Developer, and its successors and assigns. Neither the City nor Developer will assign or transfer its interest in this Agreement without the written consent of the other.

34 **Representatives.**

Developer. Developer's representative ("Developer's Representative") authorized to act on Developer's behalf with respect to the Project, and his or her address for Notice delivery is:

Goodyear Leased Housing Associates II, Limited Partnership
2905 Northwest Boulevard, Suite 150
Plymouth, Minnesota 55441
Attention: Owen Metz

With a copy to:

GEM Goodyear Senior LLC
c/o GEM Housing Solutions
8910 North 78th Avenue, Building D
Peoria, Arizona 85345
Attention: Gerold Minott II

And to Developer's Attorney at:

Harvey Law PLLC
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258
Attention: Travys Harvey

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: John Nolde, Esq.

With a copy to Developer's Investor at:

U.S Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
USB Project No: 28957
Attention: Project Manager

And to Developer's Investor Attorney at:

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Bennett P. Applegate

City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Goodyear
Attention: Jenna Goad, Assistant to the City Manager
1900 N. Civic Square
Goodyear, AZ 85395

With required copies to:

City of Goodyear
City Manager
1900 N. Civic Square
Goodyear, AZ 85395

City of Goodyear
City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

Concurrent Notices. All notices to City's Representative must be given concurrently to City Manager and City Attorney.

A notice will not be considered to have been received by City's Representative until the time that it has also been received by the City Manager and City Attorney.

City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

Changes. Developer or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

35 Other Provisions.

35.1 Developer is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

35.2 Developer will maintain a procurement code of conduct for its organization and ensure compliance by all employees.

35.3 Material alterations to the Project and Budget must be mutually agreed upon by the City and Developer, and will be incorporated into this Agreement by written amendments signed by both parties.

35.4 This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

35.5 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

35.6 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement will prevail.

35.7 No waiver or breach of any provision of this Agreement will constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing.

35.8 Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arizona, such provisions, paragraphs, sentences, words or phrases will be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same will be deemed severable, and in either event, the remaining terms and provisions of this Agreement will remain unmodified and in full force and effect.

35.9 Developer and its employees and agents will be deemed to be independent contractors, and not agents or employees of the City, and will not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employee; further they will not be deemed entitled to state compensation benefits as an employee of the City.

35.10 Funding for this Agreement is contingent on the availability of funds and continued authorization for the Project and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

35.11 Developer agrees to pay the City the City's Major Development Application Fee in the amount of $18,127.00 within thirty (30) days of the execution of this Agreement by the Developer and the City. ARPA funds shall not be used to pay this fee.

36 Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project Scope
Exhibit B	Legal Description
Exhibit C	Project Schedule
Exhibit D	Project Budget
Exhibit E	Prohibited Lease Provisions
Exhibit F	Promissory Note
Exhibit G	Deed of Trust and Assignment of Rents
Exhibit H	Certifications
Exhibit I	Federal Laws and Regulations
Exhibit J	Additional Requirements
Exhibit K	Insurance

(Signatures Appear on the Next Page)

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all provisions of this Agreement.

CITY OF GOODYEAR, an Arizona municipal corporation

_____
Name: Wynette Reed
Title: City Manager

ATTEST:

_____
Name: Darcie McCracken
Title: City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Name: Roric Massey
Title: City Attorney

DEVELOPER

GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

STATE OF _____)
) ss.
County of _____)

This Developer Agreement is subscribed and sworn to before me this _____ day of _____, 2024, by Gerald Minott II, President of GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation, the sole member of GEM Goodyear Senior LLC, an Arizona limited liability company, the general partner of Goodyear Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership, the Maker who signed the above document.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

PROJECT SCOPE

1. **Purpose**. The City has awarded Developer ARPA Program funds to pay for partial costs associated with the development of the **Suncrest Vista (Senior)**, a **261**-unit senior housing community rental project.
2. **Location**. The Project site is **16985 W Van Buren Street** in the City of Goodyear, AZ 85338, as defined in **Exhibit B**.
3. **Project Activities:** Project will include all predevelopment, development and post development activities necessary to comply with the terms of this Agreement and ARPA requirements, including, but not limited to: site acquisition;, financing commitments from all funders, design review, building permits, zoning authorizations, construction mobilization and management, construction (labor and materials), marketing and occupancy of **10** units by households eligible under the terms of this Agreement.
4. **Schedule.** Project construction completion expected October 1, 2025, and 100% occupancy achieved by November 31, 2025, as defined in **Exhibit C. ARPA assisted units will be occupied by eligible tenants by October 15, 2025.**
5. **Funding**. The City is providing **$2,000,000.00** in ARPA funds of the total budget. ARPA funding will be spent on Hard Residential Construction Costs. Developer is obtaining remainder of Project funds from equity funding made available through an allocation of Low-Income Housing Tax Credits, tax-exempt bond financing, and private bridge and permanent financing. The total budget for the Project is **$120,030,320.00.** The budget and Project expenses are defined in **Exhibit D.**

EXHIBIT B

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF THE MINOR LAND DIVISION RECORDED IN BOOK 1735, PAGE 21, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

APN: 500-05-023J

EXHIBIT C
PROJECT SCHEDULE

Project Milestone	**Estimated Completion Date**
Design review and building permit	**June 20, 2023**
Acquisition of property & commitment of funding	**July 27, 2023**
Notice to Proceed	**August 1, 2023**
Construction mobilization	**August 16, 2023**
25% completion	**June 1, 2024**
50% completion	**September 1, 2024**
75% completion	**March 1, 2025**
100% completion	**October 1, 2025**
25% occupancy (including ARPA-assisted units)	**October 15, 2025**
50% occupancy	**October 31, 2025**
100% occupancy	**November 31, 2025**
Project Completion & Closeout	**December 31, 2025**

EXHIBIT D

PROJECT BUDGET

Funding Source	**Type of Funding**	**Amount of Funding**
City of Goodyear ARPA Program Funding	Deferred Loan	$2,000,000
Permanent Lender	Permanent Loan	$43,745,900
LIHTC & Solar Equity	LIHTC Equity	$45,766,560
Goodyear Leased Housing Development II, LLC	Deferred Developer Fee	$17,546,876
WD Construction, LLC	Deferred Contractor Fee	$3,095,707
GP/SLP Equity, Accrued Interest, Cash from Operations	Various	$3,375,277
Colliers Subordinate Debt	Mezzanine Debt	$4,500,000
Total		**$120,030,320**

EXHIBIT E

PROHIBITED LEASE PROVISIONS

Pursuant to 24 C.F.R. 92.253 (b), the following terms are prohibited from inclusion in leases of ARPA-assisted units for the period of affordability agreed upon herein.

1. **Agreement to be Sued**. Tenant shall not be required to agree to be sued, admit guilt or consent to judgement in favor of the landlord in legal proceedings brought forth in connection with the lease agreement.

2. **Treatment of Property.** Landlord shall not take, hold, or sell tenant's personal property without notice and a court decision on the rights of the respective parties.

3. **Excusing Owner from Responsibility.** Tenant shall not be required to hold landlord or landlord's agents harmless in any action or failure to act, whether unintentional or negligent.

4. **Waiver of Notice.** Tenant shall not be required to waive notification of a lawsuit instituted by landlord.

5. **Waiver of Legal Proceedings.** Tenant shall not be required to waive a court proceeding in an eviction process.

6. **Waiver of Jury Trial.** Tenant shall not be required to waive any right to a trial jury.

7. **Waiver of Right to Appeal Court Decisions.** Tenant shall not be required to waive their rights to appeal a court decision associated with the lease.

8. **Tenant's Payment of Legal Fees.** Tenant shall not be required to pay any legal costs of landlord associated with a court proceeding.

9. **Mandatory Supportive Services.** Tenant shall not be required to accept supportive services in connection with their occupancy of the ARPA-assisted unit.

Developer acknowledges and agrees that inclusion of any of these provisions in a ARPA-assisted lease agreement, regardless of intent, is unenforceable.

GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

EXHIBIT F

PROMISSORY NOTE

Loan Amount: **$2,000,000.00** Goodyear, Arizona

Date: _____

FOR VALUE RECEIVED, the undersigned ("Maker") jointly and severally promise(s) to pay to the order of the City of Goodyear, an Arizona municipal corporation ("City"), or its successors, the principal sum of **TWO MILLION DOLLARS AND NO/100 ($2,000,000.00**). This Promissory Note ("Note") is made on a **20-year Deferred Payment, bearing interest at the rate of 0.0% per annum and is secured by a Developer Deed of Trust and Assignment of Rents ("Developer Deed of Trust") encumbering the property identified in the Developer Deed of Trust ("Property")**.

Maker hereby promises to pay to the order of City the principal sum of this Note in full on or before the date which is twenty (20) years after the date hereof.

This Note shall become due and payable in full upon any transfer, voluntary, involuntary, or by operation of law, of the property defined in Attachment 1 hereto (the "Property") within ten years from the date of this Note, or at any time within twenty years from the date of this Note the Property ceases to be used to provide services to assist low-income persons and families in obtaining decent and affordable rental opportunities.

This Note is security for the obligations of the undersigned contained in the Developer Agreement by and between Maker and the City dated as of the date hereof (the "Agreement") for the Project, as defined therein, executed by the parties as of the date hereof.

The amount due at such time shall be the full principal sum amount as authorized by the ARPA Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701, *et seq.* ("ARPA Program").

If at the end of the term of this Note, the undersigned has continuously provided the services and complied with the provisions of the Agreement, the City shall, in its sole and absolute discretion, consider the obligations of this Note to have been met and shall consider its security interest in the Property to be released to the undersigned.

Should default be made in the payment of any amount when due, or should the undersigned default on any obligation owed to the City under the terms of this Note providing security, therefore, the whole sum of principal shall become immediately due and payable at the option of the City.
If suit or action is instituted by City to recover on this Note, the undersigned will pay reasonable attorneys' fees and costs in addition to the amount due on the Note.

Diligence, demand, protest and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent which otherwise would apply to the debt evidenced by this Note. Consent is hereby given to the extension of time of payment of this Note, without notice.

The undersigned reserves the right to repay at any time all of the principal amount of this Note in a single payment without the penalties, discount or premiums.

The Note is nonrecourse. The Loan evidenced by this Note may be prepaid at any time without penalty.

[Signature page to follow]

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the date above written.

MAKER:
GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

STATE OF _____)
) ss.
County of _____)

This Note is subscribed and sworn to before me this _____ day of _____, 2024, by Gerald Minott II, the president of GEM Housing Solutions, an Arizona 501(c)(3) corporation, the sole member of GEM Goodyear Senior LLC, an Arizona limited liability company, the general partner of Goodyear Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership, the Maker who signed the above document.

_____
Notary Public

My Commission Expires:

Attachment 1 to Promissory Note

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF THE MINOR LAND DIVISION RECORDED IN BOOK 1735, PAGE 21, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

APN: 500-05-023J

EXHIBIT G

[Reserved for recorded Deed of Trust and Assignment of Rents]

WHEN RECORDED, RETURN TO:

City of Goodyear
City Manager's Office
1900 N. Civic Square
Goodyear, AZ 85395

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Developer)

DATE: _____

TRUSTOR: Goodyear Leased Housing Associates II, Limited Partnership
2905 Northwest Boulevard, Suite 150
Plymouth, MN 55441

BENEFICIARY: City of Goodyear
(ADDRESS): City Manager's Office
1900 N. Civic Square
Goodyear, AZ 85395

TRUSTEE: City of Goodyear
City Manager's Office
1900 N. Civic Square
Goodyear, AZ 85395

SUBJECT REAL PROPERTY in Maricopa County, State of Arizona, described in the Legal Description attached as Exhibit A ("Property").

This Developer Deed of Trust and Assignment of Rents ("Developer Deed of Trust") is made between the Trustor, Trustee and Beneficiary above named.

WITNESSETH: That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the Property, together with: (1) all buildings, improvements and fixtures now or hereafter placed thereon; (2) all existing leases, and all future leases executed with respect to such Property; (3) all rents, issues, profits and income thereof (all of which are hereinafter called "Property Income"); (4) all classes of property now, or at any time hereafter, attached to or used in any way in connection with the use, operation or occupancy of such Property; (5) all property, rights, permits and privileges now or hereafter owned by Trustor or now or hereafter appurtenant to such Property, which entitle Trustor or such Property to receive water or electrical power for use thereon; all Property granted, transferred and assigned to Trustee and Trustor warrants that it is well and truly seized of a good and marketable title in fee simple to the Property hereby conveyed; that the title to Property conveyed by this Developer Deed of Trust is clear, free and unencumbered, and Trustor will forever warrant and defend the same unto Beneficiary, its successors and assigns, against all claims whatsoever;

SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property income;

AND SUBJECT TO, any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance polity insuring Beneficiary's interest in the Property.

1. For the Purpose of Securing:

1.1 Performance of each agreement of Trustor herein contained.

1.2 Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and any extension or renewal thereof, in the principal sum of **$2,000,000.00** consisting of funds executed by Trustor in favor of Beneficiary or order.

1.3 Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes that are secured by this Deed of Trust.

1.4 Consistency with Home Investment Partnerships Program Requirements. As ARPA Program regulations do not address ongoing affordability, tenant selection criteria, lease terms and other requirements related to development of new rental units, the City and Developer agree to adhere to requirements stipulated in the Home Investment Partnerships Program regulations at 24 CFR 92, as further notated in this Agreement unless otherwise indicated.

2. To Protect the Security of this Deed of Trust, Trustor covenants and agrees:

2.1 To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2.2 To keep all improvements now or hereafter erected on said Property continuously insured against loss by fire or other hazards specified by Beneficiary in an amount not less than the total obligation secured hereby. All policies will be held by Beneficiary and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as his interest may appear and then to Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as Beneficiary may determine or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release will not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

2.3 To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary or Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary to enforce this Developer Deed of Trust.

2.4 To pay before delinquent, all taxes and assessments affecting said Property; when due, all encumbrances, charges and liens, on said Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

2.5 Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee may, but is without obligation to, and may without notice, make a demand upon Trustor and without releasing Trustor from any obligation hereof; to protect the security hereof, authorize Beneficiary or Trustee to enter upon said Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable attorneys' fees. All amounts so paid, together with interest thereon at the same rate as is provided for in the note secured by this Developer Deed of Trust or at the highest legal rate, whichever is greater, will be part of the debt secured by this Developer Deed of Trust and a lien on the above Property.

2.6 To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note secured by this Developer Deed of Trust or at the highest legal rate, whichever is greater. Any amounts so paid by Beneficiary or Trustee will become part of the debt secured by this Developer Deed of Trust and a lien on the Property and immediately due and payable at option of Beneficiary or Trustee.

3. Recapture Provision:

3.1 The HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 *et seq.* ("HOME Program"), requires that housing provided through homeowner assistance must be secured for the use of low-income households for a period of affordability. The period of affordability period is determined based on the amount of the HOME Program subsidy.

HOME Funds Provided	Affordability Period
< $15,000	5 Years
$15,000 - $40,000	10 Years
>$40,000	15 Years
New Construction	20 Years

3.2 Under the HOME Program regulations, the repayment of funds provided is required if the project fails to maintain affordability restrictions for the duration of the applicable period of affordability identified in Section 3.1 above. The applicable period of affordability secured in this Agreement is 20 years. The period of affordability commences on the date of initial tenant occupancy by an eligible household.

3.3 Utilizing the recapture provisions of the HOME Program regulation, should Trustor default on its obligations under this Agreement, including, but not limited to maintaining affordability during the Trustor shall repay the entire sum of funding provided for herein listed under Section 1.2. If the affordability period has been satisfied, the seller will be entitled to all net proceeds from the sale of the Property.

3.4 In the case of a foreclosure or foreclosure sale, the period of affordability will be terminated. Upon receipt of the notice that a foreclosure is pending the City will take positive steps to assert rights to a share of the proceeds from the foreclosure sale. The City will, to the extent feasible, recapture the original HOME Program investment. If the homeowner has failed to make payment to the first mortgage holder, the City will not be obligated to correct any deficient payment. The amount recaptured will be based on the amount of the net proceeds from the foreclosure sale. If no proceeds are generated, the HOME Program investment

will not be recaptured. The method that will be used to calculate the amount of the recapture funds will be detailed in the Developer Deed of Trust and the Developer Note. If the affordability period has been satisfied, the City will have no rights to the net proceeds resulting from the foreclosure sale.

3.5 If the original homeowner ceases to occupy the Property as the principal place of residence, voluntary or involuntarily, or upon the death of the owner (or where ownership is joint upon the death of the sole survivor having remaining interest), the original HOME Program investment will become due and payable. The method that will be used to calculate the amount of the recaptured funds will be detailed in the Developer Deed of Trust and Developer Note. If the Property is occupied as the principal residence by a valid and authorized descendant of a deceased owner, and the descendant's income level qualifies, the descendant may receive HOME Program assistance in the same manner in which the deceased owner qualified, according to the most recent income limits. The City, at its discretion, can elect to allow the occupant to live on the Property for the remained of the affordability period. If the affordability period has been satisfied, the City will have no interest in the occupants of the Property.

3.6 If the homeowner is in default of the Promissory Note, the City has the right to allow a non-profit partner to exercise a different but approved recapture/resale provision, if in the best interest of the HOME Program and the customer. Failure to take action may result in the City exercising its right to foreclose in order to satisfy the contract and comply with federal requirements.

3.7 If the Property owner does not occupy the home as their principal residence during the entire loan term, the balance will be due and payable or other arrangements can be made that meet HUD regulations that have been approved by the City.

4. It is Mutually Agreed:

4.1 That any award of damages in connection with any condemnation or any taking, or for injury to the Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and will be paid to Beneficiary as further security for all obligations secured hereby (reserving unto Trustor, however, the right to sue therefore and the ownership thereof, subject to this Developer Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

4.2 That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. Without affecting the obligation of Trustor to pay and perform as herein required; without affecting the personal liability of any person for payment of the indebtedness secured hereby; and without affecting the lien or priority of lien hereof on the Property, Beneficiary may, at its option, extend the time for payment of said indebtedness, or any part thereof, reduce the payment thereon, release any person liable on any of said indebtedness, accept a renewal note therefore, modify the terms of said indebtedness, take or release other or additional security, or join in any extension or subordination agreement. Any such action by Beneficiary or the Trustee at Beneficiary's direction may be taken without the consent of any junior lienholder and will not affect the priority of this Developer Deed of Trust over any junior lien. Time is of the essence for this Deed of Trust.

4.3 That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Developer Deed of Trust and said note(s) for

endorsement, and without liability therefore, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all Property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the Property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement of any agreement subordinating the lien, encumbrance or charge hereof. Any Trustor signing this Trust as a surety or accommodation party or that has subjected the Property to this Trust to secure the debt of another, expressly waives the benefits of A.R.S. § 12-1641.

4.4 That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Developer Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee will release and reconvey, without covenant or warranty, express or implied, the Property then held hereunder, the recitals in such reconveyance, of any matters or facts, will be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

4.5 That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the Property Income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default Beneficiary may at any time, without notice either by person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of the Trustor, enter upon and take possession of said Property or any part thereof, in his own name sue for or otherwise collect such Property Income, including that past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees of Beneficiary and Trustee, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said Property, the collection of such Property Income, and the application thereof as aforesaid, will not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice. Beneficiary will expressly have all rights provided for in A.R.S. §§ 33-702(B) and 33-807.

4.6 That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the Property under this Developer Deed of Trust. Beneficiary also will deposit with Trustee this Developer Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

4.7 Trustee will record and give notice of any Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee will sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, at its sole discretion, may postpone or continue the Trustee's sale from time to time by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee will deliver to such purchaser its Developer Deed of Trust conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. The purchaser at the Trustee's sale will be entitled to immediate

possession of the Property as against the Trustee or other persons in possession and will have a right to the summary proceedings to obtain possession provided in Title 12, Chapter 8, Article 4, Arizona Revised Statues, together with costs and reasonable attorneys' fees.

4.8 After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees of Beneficiary and Trustee, Trustee will apply the proceeds of sale to payment of: all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. § 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. In lieu of sale pursuant to the power of sale conferred hereby, this Developer Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary will also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies will be cumulative.

4.9 That Beneficiary may appoint a successor Trustee in the manner prescribed by law. Trustor and Beneficiary authorize Trustee, in the event any demand or notice is made or tendered to it concerning this Developer Deed of Trust or the Property, to hold any money and documents and to withhold action or performance until an action will be brought in a court of competent jurisdiction to determine the rights asserted or the property of the demand, notice or action requested and Trustee will be without liability or responsibility for awaiting such court action. A Successor Trustee herein will without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign at any time by mailing or delivering notice thereof to Beneficiary and Trustor and having so resigned will be relieved of all liability and responsibility to Trustor, Beneficiary or otherwise hereunder. "Trustee" herein will include all successor trustees. Trustee will not be liable for any action taken in its discretion and in good faith, or upon advice of counsel, or upon any information supplied or direction given by Beneficiary. Unless Trustee is adjudged grossly negligent or guilty of intentional wrongdoing or breach of contract, Trustor and Beneficiary will, upon demand, indemnify and hold harmless Trustee against all costs, damages, attorneys' fees, expenses and liabilities which it may incur or sustain in connection with this Developer Deed of Trust or any foreclosure or sale hereof or any court or other action or proceeding arising here from.

4.10 That this Developer Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" will mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein.

4.11 That Trustee accepts this Trust when this Developer Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee may but is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee will be a party, unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address set forth above.

(Signatures Appear on Next Page)

CITY OF GOODYEAR, an Arizona municipal corporation

_____

Name: Wynette Reed
Title: City Manager

ATTEST:

_____

Name: Darcie McCracken
Title: City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Name: Roric Massey
Title: City Attorney

[Signatures continue on following page]

GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

STATE OF _____)
) ss.
County of _____)

This Developer Agreement is subscribed and sworn to before me this _____ day of _____, 2024, by Gerald Minott II, President of GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation, the sole member of GEM Goodyear Senior LLC, an Arizona limited liability company, the general partner of Goodyear Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership, on behalf of .

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF THE MINOR LAND DIVISION RECORDED IN BOOK 1735, PAGE 21, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

APN: 500-05-023J

Exhibit H

CERTIFICATIONS

See attached Certifications:

1. Policy of Nondiscrimination on the Basis of Disability.
2. Section 319 of Public Law 101-121.
3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
4. Drug-Free Workplace.

###

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Developer does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

DEVELOPER:

GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

SECTION 319 OF PUBLIC LAW 101-121

The Undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all agencies will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GOODYEAR LEASED HOUSING ASSOCIATES II,
LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
   - 1.1 Qualified small and minority businesses on solicitation lists.
   - 1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.
   - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
   - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.
   - 1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
   - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.
   - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.
2. The above-described equal opportunity requirements are obligations of the City because federal funds are being utilized to finance the Project to which this Project pertains.
3. In executing any contract, the Developer agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

DEVELOPER:

GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, a Minnesota limited partnership

By: GEM Goodyear Senior LLC, an Arizona limited liability company
Its: General Partner

By: GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation
Its: Sole Member

By: _____
Name: Gerald Minott II
Its: President
Date: _____

DRUG-FREE WORKPLACE

The Developer certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 C.F.R. Part 24, Subpart F by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Developer's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
   - 2.1 The dangers of drug abuse in the workplace;
   - 2.2 The Developer's policy of maintaining a drug-free workplace;
   - 2.3 Any available drug counseling, rehabilitation and employee assistance programs; and
   - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   - 4.1 Abide by the terms of the statement; and
   - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
   - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

_____

Gerald Minott II, the President of GEM Housing Solutions, an Arizona 501(c)(3) nonprofit corporation, the sole member of GEM Goodyear Senior LLC, an Arizona limited liability company, the general partner of Goodyear Leased Housing Associates II, Limited Partnership, a Minnesota limited partnership

_____

Date

EXHIBIT I

FEDERAL LAWS AND REGULATIONS

The following federal laws and regulations shall apply to the Project only to the extent applicable pursuant to federal law and regulations for the Project:

1 Applicability of Uniform Administrative Requirements. The parties agree to comply with all administrative requirements, cost principles, and audit requirements as provided in 2 CFR Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01)

2. Equal Opportunity.

2.1 The parties agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or MOU and will immediately take any measures necessary to effectuate this requirement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the City, this assurance will obligate the City, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2.2 The parties agree to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

2.3 The parties agree to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.

2.4 The parties agree to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

2.5 The parties agree to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

2.6 The parties agree to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

a. The work to be performed is on a project assisted under a activity providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and MOUs for work in connection with the project be awarded to business

concerns that are located in or owned in substantial part by persons residing in the area of the project.

b. The parties agree to comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Developer Agreement to which this exhibit is attached.

c. The Recipient shall cause Developer to send to each labor organization or representative or workers, with which it has a collective bargaining MOU or other MOU or understanding, if any, a notice advertising the said labor organization or workers' representative of its commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Recipient shall cause Developer to include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the HUD issued there under prior to the execution of the Developer Agreement to which this exhibit is attached, will be a condition of the Federal financial assistance provided to the project.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.

3.1 The parties shall take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. This requirement shall extend to the parties' entire activity regardless of how much HUD assistance is received.

3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the parties should apply HUD's four-factor analysis.

a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or City.

b. Identify the frequency with which LEP persons come in contact with the activity.

c. Consider the nature and importance of the activity or service provided by the activity to people's lives.

d. Identify the resources available to the parties and the costs associated with providing meaningful access to LEP persons.

3.3 The parties must determine what language assistance measures are sufficient for the activity funded with HUD funds. The parties shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The parties are not required to take measures that would be a cost burden or cost prohibitive to the City.

3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the parties' records and be made available upon request.

4. Section 504. The parties agree to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.

5. Subcontracting. All work or services covered by this Agreement that are subcontracted by the Recipient or Developer, will be specified by written MOU and subject to all provisions of this exhibit. All subcontracts must be approved by the City prior to execution.

6. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Developer Agreement to which this exhibit is attached or to any benefit to arise from the same.

7. **Interest of Members, Officers or Employees of the City, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any MOU or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement pursuant to the provisions of 24 CFR 92.356.

8. **Lobbying.** HOME Funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments or to influence or attempting to influence an officer or employee of any agency, a member or employee of Congress.

9. **Hatch Act.** The parties agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

10. **Labor Standards Provisions.**

10.1 To the extent applicable to the Project, the Recipient shall cause Developer to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The City agrees to comply with the Copeland Anti-Kick-Back Act (18 USC 874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29CFR Part 5. The Recipient shall cause Developer to maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

10.2 To the extent applicable to the Project, the parties agree that, except with respect to the rehabilitation or construction of residential property containing less than twelve (12) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local laws nothing hereunder is intended to relieve the Recipient and Developer of its obligation, if any, to require payment of the higher wage. The Recipient shall cause the Developer to require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

11. **Compliance with Environmental Requirements.** The parties agree to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR §58.5 insofar as the provisions of such Act apply to activities set forth in Exhibit A.

12. **Compliance with Flood Disaster Protection Act.**

12.1 The Project is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

12.2 All contracts or agreements for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to

financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction on such land is not itself funded with assistance under this Agreement.

13. Compliance with Environmental Laws.

13.1 The Project is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

13.2 In compliance with said regulations, the Recipient shall cause Developer to insert in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR §15.20.

b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

d. Agreement by the contractor to include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the City may direct as means of enforcing such provisions.

e. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

13.3 The Resource Conservation and Recovery Act. The Recipient shall cause Developer to comply with the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, 42 USC § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency ("EPA") (40 CFR Parts 247 through 252).

13.4 The Toxic Substances Control Act. The Recipient shall cause Developer to comply with the Toxic Substances Control Act ("TSCA"), 15 USC §2601 et seq.

13.5 The Federal Insecticide, Fungicide and Rodenticide Act. The Recipient shall cause Developer to comply with the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 USC §136 et seq.

13.6 The Recipient shall cause Developer to comply with all other applicable federal and state environmental laws and regulations, including, but not limited to, §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA") (Pub. L. 94-580, 42 USC §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency ("EPA") (40 CFR Parts 247 through 252). Accordingly, state and local institutions of higher education, hospitals, commercial organizations and international organizations when operating domestically, and non-profit organizations that receive direct Federal awards or other Federal funds will give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

14. Historic Preservation. The Project is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The parties must take into account

the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

15. **Historic Barriers.** The Project is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with HOME funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."

16. **Lead-Based Paint.** The Project is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 et seq.), and Lead-Based Paint Regulations (24 CFR Part 35 and 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000.

17. **Acquisition/Relocation.** The Project is subject to providing a certification that, if applicable, it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14 and 24 CFR 92.205 and 24 CFR 92.353, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

18. **Property Disposition.** Real or personal property purchased in whole or in part with HOME funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 2 CFR 200.

19. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

19.1 In order to participate in this Agreement, the Recipient shall certify and shall cause Developer to certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

19.2 The Recipient shall cause Developer to include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR part 76.

19.3 If the Developer is unable to comply with this requirement, an explanation shall be immediately provided to the City.

20. **Federal Fire Prevention and Control Act of 1992.** The Federal Fire Prevention and Control Act of 1974, as amended by the Fire Administration Authorization Act of 1992 requires that approved smoke detectors be installed in all housing units assisted under the HOME Program. To comply with this requirement and locally adopted codes Recipient shall cause Developer to install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

EXHIBIT J

ADDITIONAL REQUIREMENTS

See attached requirements:

1. Procurement
2. Disputes/Grievance Procedure
3. Right to Refuse Service

PROCUREMENT

1. The Developer agrees to cause Developer to comply with federal procurement requirements and the City's procurement code for all expenditures of funds. Below is an overview of the procurement requirements.
   - 1.1 Purchases over $50,000 must be publicly bid.
   - 1.2 Purchases between $10,001 and $50,000 must follow competitive purchasing procedures based on written quotations.
   - 1.3 Purchases of $5,000 to $10,000, whenever practical, must be based on oral quotations, with file documentation of vendors contacted and quotations received.
   - 1.4 Purchases under $5,000 do not require written or oral quotations.
   - 1.5 Expenditures for employee salaries or items such as client subsidies would not generally be subject to procurement requirements. (Such items do not generally constitute purchases.)
2. The Developer agrees to cause Developer to adopt a written procurement policy that, at a minimum, complies with the above procurement requirements, and to follow accounting procedures that will assure compliance with federal and city procurement codes.
3. The Developer further agrees to cause Developer to retain sufficient supporting documentation to demonstrate compliance with these requirements. Examples include, but are not limited, to the following:
   - 3.1 Copies of bid documents;
   - 3.2 Written quotations; and
   - 3.3 Evidence of oral quotations.

###

DISPUTES/GRIEVANCE PROCEDURE

1. The Developer agrees to negotiate and resolve any disputes in the delivery of activities stated herein and will inform the City in writing of such negotiations and resolutions.
2. In the event the issue is not resolved, the City will confer with all parties to understand the issue, if appropriate, offer guidance, and try and reach an amicable solution.

###

RIGHT TO REFUSE SERVICE

The City reserves the right to refuse, terminate, or suspend service or accounts to an individual, company, or agency, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency exists.

###

EXHIBIT K

INSURANCE CERTIFICATE

(See attached)

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/24/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS | **PHONE (A/C, No, Ext):**

MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN101631746-Good-BR28-23-25

FAX (A/C, No): | **E-MAIL ADDRESS:**

CODE: | **SUB CODE:**

AGENCY CUSTOMER ID #:

NAMED INSURED AND ADDRESS

Dominium Construction
& Architectural Services, LLC
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441

ADDITIONAL NAMED INSURED(S)

COMPANY NAME AND ADDRESS | **NAIC NO:**

See Attached Acord 101

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE

LOAN NUMBER

POLICY NUMBER: See Attached

EFFECTIVE DATE: 07/27/2023

EXPIRATION DATE: 11/21/2025

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

Additional Named Insured: Goodyear Leased Housing Associates I, Limited Partnership
Location: 16985 W Van Buren St, Goodyear, AZ 85338 and 16965 W Van Buren St, Goodyear, AZ 85338

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL 11

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 175,548,176 DED: 100,000

	YES	NO	N/A	
☐ BUSINESS INCOME ☒ RENTAL VALUE	X			If YES, LIMIT: 8,692,784 ☐ Actual Loss Sustained; # of months:
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE			X	Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: 250,000 DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X	
REPLACEMENT COST	X			
AGREED VALUE			X	
COINSURANCE			X	If YES, %
EQUIPMENT BREAKDOWN (If Applicable)			X	If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: 155,971,085 DED: 100,000
- Demolition Costs	X			If YES, LIMIT: 15,000,000 DED: 100,000
- Incr. Cost of Construction	X			If YES, LIMIT: Included in Demo Costs DED: 100,000
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: 25,000,000 DED: 100,000
FLOOD (If Applicable)	X			If YES, LIMIT: 15,000,000 DED: 500,000
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:			X	If YES, LIMIT: DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:			X	If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			X	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NYC-011641794-01

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☒ LOSS PAYEE
☐ MORTGAGEE

NAME AND ADDRESS

U.S. Bancorp Community Development
Corporation
Deal ID #28955
P.O. Box 279
San Anselmo, CA 94979-0279

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** Dominium Construction & Architectural Services, LLC 2905 Northwest Blvd, Suite 150 Plymouth, MN 55441
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 **FORM TITLE:** Evidence of Commercial Property Insurance

U.S. Bancorp Community Development Corporation is included as Additional Insured and Loss Payee where required by written contract.

Additional Sub-limits:

Property in Transit (Per Conveyance): $5,000,000
Offsite Temporary Location: $10,000,000
Hard Cost: $155,971,085
Soft Cost: $10,884,307
Loss of Rents: $8,692,784

Property covered includes materials, supplies, fixtures & machinery, temporary structures, scaffolding & forms, foundations & underground work, sidewalks & paving, and liability for the property of others.
Equipment Breakdown/testing is included. Coverage is not written on a reporting form.

Insurers / Policy Numbers / Participation:

Rokstone: Various Policy Numbers Listed Below - $41,000,000 (23.35541%)
Castel: #RCRUBR23-CTL-0092
Mitsui: #RCRUBR23-MSI-0103
Helvetia: #RCRUBR23-HEL-0051
HDI: #HGSRSBR23-063
Builders: #BR-00-0630081
KRIC: #B128429126W23 - $3,510,963 (2.00000%)
Risksmith: #23-SBR-0262 - $20,000,000 (11.39288%)
Westchester Surplus Lines Ins. Co.: #I23742299 001 - $25,000,000 (14.24110%)
Eirion: Various Policy Numbers Listed Below - $17,500,000 (9.96877%)
Eirion: #BR020595 001
CNA: #EIR7035163467
Westfield: #WBR-0002FD0-00
Hilltop: #HUD020595-00
Rokstone: Policy Number Listed Below - $10,000,000 (5.69644%)
Allianz: #MXI93090753
Munich Re: #B128429126W23 - $5,026,249 (2.86317%)
Lexington: #034349712 - $10,000,000 (5.69644%)
Highland: #CSN0014470 - $25,000,000 (14.24110%)
SRU: Various Policy Numbers Listed Below - $15,000,000 (8.54466%)
Munich: #4VA3PP0001250-00
Canopius: #CBR28230184
Scor: #BR93912300184
Crum & Forster: #IMP-801165
Trisura: #TRI-23184
Palomar: #PBR-23184
Obsidian: #AWB-IM-002300184-00
WR Berkley: #B128429126W23 - $3,510,964 (2.00000%)

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ITEM #: 13.
DATE: 07/08/2024
AI #:2105

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE A CONTRACT FOR THE EXPENDITURE OF FUNDS FOR DESIGN AND PRE-CONSTRUCTION SERVICES ON THE APPROVED CIP PROJECT #61014 – GOODYEAR WRF EXPANSION

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

A request to authorize a contract for the expenditure of funds for design and pre-construction services up to $6,428,000 for Capital Improvement Program (CIP) Project #61014 – Goodyear WRF Expansion.

STRATEGIC PLAN ALIGNMENT





RECOMMENDATION

Authorize a contract for the expenditure of funds for design and pre-construction services for up to $6,428,000 for Capital Improvement Program (CIP) Project #61014 – Goodyear WRF Expansion. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

Project #61014 – Goodyear WRF Expansion is included in the fiscal year (FY) 2025 budget in the amount of $7,000,000 with a total project budget of $87,000,000 within the FY2025-2029 Capital Improvements Plan (CIP). The current year CIP budget amount is for design phase work, and the completion of the total project is expected in December 2029.

BACKGROUND AND PREVIOUS ACTIONS

In accordance with City Code 3-4-8 and Resolution 08-1255, all contracts in excess of $500,000 must obtain Council authorization for expenditure.

On October 30, 2023 (AI-1704), Council approved the creation of CIP Project #61014 - Goodyear Water Reclamation Facility 9.5 million gallon per day (mgd) (ADD) Expansion and related budget amendment for design services of $7,000,000.

STAFF ANALYSIS

CIP Project #61014 – Goodyear WRF Expansion will increase the capacity of the Goodyear WRF and enhance the treatment technology. This project will add at least 2.0 mgd of capacity. The city is utilizing Design-Build project delivery to accelerate design and construction activities.

This Council Action Request is to obtain authorization of the contract for the design and pre-construction services of CIP Project #61014 – Goodyear WRF Expansion.

ITEM #: 14.
DATE: 07/08/2024
AI #:1986

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF CONTRACT FOR THE EXPENDITURE OF CONSTRUCTION FUNDS FOR CIP PROJECT #60103 - CORGETT WRF CLARIFIER REHABILITATION AND TRANSFER OF FUNDS IN THE AMOUNT OF $651,000 TO CIP PROJECT #61016 – CENTRAL AVENUE SEWER LINE AND WELLS FARGO LIFT STATION.

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

A request to authorize a contract for the expenditure of construction funds up to $2,900,000 for Capital Improvement Program (CIP) Project #60103 – Corgett WRF Clarifier Rehabilitation and transfer of wastewater operating funds in the amount of $651,000 to CIP Project #61016 – Central Avenue Sewer Line and Wells Fargo Lift Station.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Authorize the contract for the expenditure of construction funds up to $2,900,000 for Capital Improvement Program (CIP) Project #60103 – Corgett WRF Clarifier Rehabilitation and transfer of wastewater operating funds in the amount of $651,000 to CIP Project #61016 – Central Avenue Sewer Line and Wells Fargo Lift Station. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

The Corgett WRF Clarifier Rehabilitation Project (60103) has an approved project budget of $3,781,800 in the FY2025 Capital Improvement Program funded through wastewater operating funds. The amount of the contract with Felix construction is $2,900,000. We will be transferring savings in the amount of $651,000 from this project to the Central Avenue Sewer Line and Wells Fargo Lift Station project (61016). This will allow the design and land acquisition portion of this project to begin early. The condition of the sewer and lift station is in a poor state and necessitates expedited construction.

BACKGROUND AND PREVIOUS ACTIONS

In accordance with City Code 3-4-8 and Resolution 08-1255, all contracts in excess of $500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program.

Design work for this project started in FY2023, and we are now ready to proceed with construction activities. The rehabilitation of the clarifier and other related plant work will be completed by a selected Job Order Contract vendor.

STAFF ANALYSIS

Corgett Water Reclamation Facility staff found the scum arm for the clarifier broken. The scum arm had rusted from the corrosive environment and had fallen into the clarifier. A diver was hired as the clarifier cannot be taken offline due to lack of redundancy. When retrieving the scum arm, we also found the sludge collector is in similar condition to the scum arm. There are scrapers missing along with degrading metal components in the clarifier. The clarifier's age presents struggles as parts are not easily obtained or manufactured. This is a critical component to the operations of the facility and, without correction, will lead to compliance issues.

ITEM #: 15.
DATE: 07/08/2024
AI #:2082

CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT WITH OLAM PHOENIX ARIZONA LLC RELATED TO OWNER'S REQUEST THAT THE CITY SUPPORT FOR EPCOR TO PROVIDE WATER SERVICE TO OWNER'S PROPERTY

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

A development agreement with Olam Phoenix Arizona LLC ("Olam") setting forth terms for city's support for EPCOR Water Arizona, Inc. (EPCOR) to extend its Certificate of Convenience and Necessity (CC&N) to provide water service to Olam's property, which is currently located in the city's water service area.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2410 APPROVING THE DEVELOPMENT AGREEMENT (WATER SERVICE) WITH OLAM PHOENIX, ARIZONA, LLC.; PROVIDING DIRECTION AND AUTHORIZATION, AND AN EFFECTIVE DATE. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

The purchase price that Owner will pay to the city for the Long-Term Storage Credits (LTSCs) is $500 per acre-foot, for a total purchase price of $57,250.

BACKGROUND AND PREVIOUS ACTIONS

Olam Phoenix Arizona, LLC (the "Owner") owns approximately 42.11 acres of property located at the southeast corner of Citrus Road and McDowell Road. The Property is located within the city's water service area but would require extensive infrastructure in order to serve a single parcel adjacent to the Loop 303 and Interstate 10.

The Property was rezoned by the city on September 25, 2023. During the rezoning of the Property, it was contemplated as an option that the City would allow the Owner to use a private water service provider. Specifically, at the rezoning hearing, Stipulation 3 was

amended to read: “Prior to the issuance of any permit, excluding mass grading, Owner shall provide the city with either (1) evidence that the Arizona Corporation Commission has approved the contiguous extension of EPCOR’s Certificate of Convenience and Necessity (CC&N) to provide water services within the applicable area of the Property or (2) that EPCOR has obtained a Commission-approved Certificate of Convenience and Necessity (CC&N) authorizing EPCOR to provide water services within the applicable area of the Property."

The terms and conditions of this proposed Development Agreement are consistent with the Property's rezoning.

STAFF ANALYSIS

Staff reached out to EPCOR and EPCOR is willing to extend its water service territory to serve water to the Property if the Owner provided EPCOR with a water resource necessary for EPCOR to serve the property. EPCOR estimated 114.5 acre-feet were necessary based on the project’s demands, which city staff found to be reasonable. The Owner does not have the water resource and asked the city to provide the water resource required by EPCOR. Staff has concluded that the transfer of 114.5 acre-feet of water credits will minimally impact the city’s water resource portfolio.

Although the transfer of the credits will have minimal impact on the city’s water resource portfolio, the credits have value. Staff has conditioned city support for the transfer of the water credits on receiving adequate compensation for the credits. Staff worked with the Owner on an agreed upon price of $500 per credit.

Under the terms of the agreement, the Owner will ask EPCOR to extend its CC&N to provide water service to the Property. When requested, the city will provide a letter in support of EPCOR’s submission to the Arizona Corporation Commission (ACC) to amend it’s CC&N to provide water service to the Property. Once the Owner notifies the city that the ACC approved EPCOR’s CC&N extension and pays the City $57,250 for the 114.5 acre feet of water credits, the city will execute the documents necessary to transfer 114.5 acre feet of water credits to EPCOR.

Attachments

Resolution 2024-2410 w. exhibit 1

RESOLUTION NO. 2024-2410

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT (WATER SERVICE) WITH OLAM PHOENIX, ARIZONA, LLC.; PROVIDING DIRECTION AND AUTHORIZATION, AND AN EFFECTIVE DATE.

WHEREAS, Olam Phoenix Arizona, LLC, a Delaware limited liability company ("Owner"), owns of approximately 42.11 acres generally located at the southeast corner of Citrus and McDowell RD adjacent to the Interstate 10 and near the Loop 303 highway (the "Property"); and

WHEREAS, the Property is located within the city's water service area, but the Owner asked the city to allow EPCOR Water Arizona, Inc. ("EPCOR") to provide water service, so Owner could avoid the additional expense of constructing the infrastructure required for the city to provide water service to the Property; and

WHEREAS, city staff understand that EPCOR is willing to extend permanent water service to the Property without also extending EPCOR sewer service, so long as EPCOR is provided with 114.5 acre-feet of a non-groundwater source of water acceptable to EPCOR; and

WHEREAS, city staff supports the relinquishment of its rights to provide water services to EPCOR and the transfer to EPCOR a one-time quantity of 114.5 acre-feet of Central Arizona Project Long-Term Storage Credits ("LTSCs") stored in the Maricopa County Municipal Water Conservation District No. 1 Groundwater Savings in exchange for Owner's payment to the city for the paying the city for the value of the LTSCs; and

WHEREAS, the Development Agreement (Water Service) by and between Olam Phoenix Arizona LLC, a Delaware limited liability company and the City of Goodyear (the "Water Service Development Agreement") sets forth Owner's and the city's responsibilities related to the EPCOR's extension of its CC&N to provide water service to the Property; and

WHEREAS, The Water Service Development Agreement is a "development agreement" within the meaning of Arizona Revised Statutes section 9-500.05, and is being entered to facilitate the development of the Property.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Development Agreement (Water Service) by and between Olam Phoenix Arizona LLC, a Delaware limited liability company and the City of Goodyear, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve said agreement.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement (Water Service) by and between Olam Phoenix Arizona LLC, a Delaware limited liability company and the City of Goodyear.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Development Agreement (Water Service) by and between Olam Phoenix Arizona LLC, a Delaware limited liability company and the City of Goodyear.

SECTION 4. Following its execution by all parties, the Development Agreement (Water Service) by and between Olam Phoenix Arizona LLC, a Delaware limited liability company and the City of Goodyear shall be recorded with the Maricopa County Recorder's Office.

SECTION 5. Unless referred to the voter as provided by law, Resolution 2024-2410 shall be effective thirty (30) days after 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

EXHIBIT "1"

DEVELOPMENT AGREEMENT (WATER SERVICE) BY AND BETWEEN OLAM PHOENIX ARIZONA LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE CITY OF GOODYEAR

On the following pages

WHEN RECORDED, RETURN TO:

City of Goodyear, Arizona
Office of the City Clerk
1900 N. Civic Square
Goodyear, Arizona 85395

DEVELOPMENT AGREEMENT (WATER SERVICE)

THIS DEVELOPMENT AGREEMENT (WATER SERVICE) (the "**Agreement**") is entered into this _____ day of _____ 2024 by and between OLAM PHOENIX ARIZONA, LLC, a Delaware limited liability company ("**Owner**") and the CITY OF GOODYEAR, an Arizona municipal corporation in the State of Arizona (the "**City**"). The City and Owner may hereinafter be collectively referred to as the "**Parties**" and, individually, as a "**Party**."

RECITALS

A. Owner owns real property within the City consisting of approximately 42.11 acres located at the southeast corner of Citrus Road and McDowell Road, and more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**"). The Property is located adjacent to Intestate I-10 near the intersection of I-10 and the Loop 303 highway.

B. The Property was rezoned by the City per Ordinance No. 2023-1578 (the "**Ordinance**") on September 25, 2023. Although the Property is located within the City's water service area, Owner asked the City to allow EPCOR Water Arizona, Inc. ("**EPCOR**") to provide water service so Owner could avoid the additional expense of constructing the infrastructure required for the City to provide water service to the Property.

C. The City in the Ordinance conditioned the rezoning of the Property on, among other things, the approval or authorization of the Arizona Corporation Commission (the "**ACC**") to extend EPCOR's nearby water service Certificate of Convenience and Necessity (the "**CC&N**")to include the Property.

D. The City understands that EPCOR is willing to extend permanent water service to the Property without also extending EPCOR sewer service so long as EPCOR is provided with 114.5 acre-feet of a non-groundwater source of water acceptable to EPCOR. The City will provide sewer service to the Property and agrees to provide to EPCOR 114.5 acre-feet of a non-groundwater source of water acceptable to EPCOR comprising a portion of the water used by EPCOR in its water service to the Property.

E. In furtherance of the foregoing, the City is willing to transfer to EPCOR a one-time quantity of 114.5 acre-feet of Central Arizona Project Long-Term Storage Credits ("**LTSCs**") stored in the Maricopa County Municipal Water Conservation District No. 1 Groundwater Savings Facility under the terms of this Agreement to support EPCOR's agreement to provide permanent

water service the Property, thus relieving the City of the burden to operate and manage water distribution facilities to the Property.

F. Owner and the City desire to enter into this Agreement to set forth their understanding as to each Party's responsibility for certain actions regarding the arrangement of EPCOR potable and fire water service to the Property. This Agreement is not intended to supersede or waive any rezoning condition or stipulation contained in the Ordinance, or any other development requirement not specifically addressed herein regarding water service for the Property.

G. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of Arizona Revised Statutes section 9-500.05, to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things, conditions, terms, restrictions and requirements related to infrastructure improvements. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

H. The City's governing body has authorized execution of this Agreement by Resolution No. 2024-2410, to which this Agreement is attached.

AGREEMENT

NOW THEREFORE, in consideration of the promises and mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Recitals and Exhibits. The Recitals stated above and the Exhibits attached hereto are incorporated into this Agreement as if restated in full below.

2. Term. This Agreement shall become effective upon the last to occur of all of the following conditions precedent: (i) execution of this Agreement by all the Parties; (ii) the approval of this Agreement by Resolution of the City Council, and (iii) all appeal and referendum periods with respect to this Agreement have expired without any such appeal or referendum having been filed, (the "**Effective Date**"). If this Agreement is subject to a referendum that is certified to appear on a City election ballot, Owner may elect to terminate this Agreement by written notice to City. This Agreement will expire upon the sooner of (a) the Parties' completion of all obligations hereunder, or (b) June 30, 2027.

3. Water Service Arrangements for Property. Promptly after the Effective Date, Owner shall request that EPCOR extend EPCOR's CC&N to service the Property, and shall timely cooperate with EPCOR's reasonable requirements for such water service extension.

3.1. City Support. Promptly upon request therefor by either Owner or EPCOR, the City will provide a letter of support for the CC&N extension for submission to the ACC so long as the proposed CC&N extension application and proposed ACC order is consistent with this Agreement.

3.2. CC&N Notice. Owner will notify the City promptly after EPCOR receives the ACC's written approval of the CC&N extension to the Property under Arizona Administrative Code subsection R14-2-402.B.

4. Transfer of 114.5 Acre-Feet of LTSCs to EPCOR. Upon the latter to occur of (1) City's receipt of the Purchase Price (defined below in paragraph 5) in good and sufficient funds, and (2) City receiving Owner's notice of the ACC's approval of the CC&N extension, the City will promptly start and pursue to completion a one-time transfer (the "**Transfer**") to EPCOR of 114.5 acre-feet of Central Arizona Project water stored underground as LTSCs in the Maricopa County Municipal Water Conservation District No. 1 Groundwater Savings Facility.

4.1. Notification of Completion. Following notice from the City that the Transfer has been completed, Owner shall request EPCOR's written confirmation that such Transfer has been completed, and Owner will provide a copy of such written confirmation to the City promptly following receipt thereof.

4.2. Alternate Water Source. The City may convey an alternate water source to EPCOR without the requirement for a further written amendment of this Agreement, so long as such alternate water source is approved in writing in advance by EPCOR and EPCOR agrees in writing to issue written confirmation of such conveyance following the completion thereof directly to Owner and the City.

5. Purchase Price. The purchase price that Owner will pay to City for the LTSCs is $500 per acre-foot, for a total purchase price of Fifty-Seven Thousand Two Hundred Fifty Dollars ($57,250.00) ("**Purchase Price**").

6. Release of City Water Supply and Water Service Obligations. Upon EPCOR's written confirmation that the LTSC transfer is completed, or EPCOR's written confirmation to both Owner and the City that an alternate water source has been transferred as provided in Section 4, the City shall have no further obligation to provide to Owner or to the Property any amount of water supply or water service.

7. Disclaimer of Warranty. City makes absolutely no warranty, express or implied, to Owner or to EPCOR regarding the quality of the water, or the quality and quantity of water service, to be transferred to and provided by EPCOR, its fitness or sufficiency thereof.

8. City Permits. No permits shall be issued for any work within the Property except for mass grading until all applicable conditions of the Ordinance have been satisfied.

GENERAL TERMS

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

10. Amendments. This Agreement may be amended only by a written agreement fully executed by the Parties and approved by the City Council in the same manner as this Agreement was approved.

11. Notices. All notices, demands or requests made pursuant to, under or by virtue of this Agreement shall be in writing and shall be deemed to have been given, received and become effective: (i) if personally delivered, on the date of personal delivery; (ii) if delivered by express mail, FedEx or other nationally recognized overnight courier service, on the next business day if designated for overnight delivery; or (iii) if mailed to the party by certified or registered mail, postage prepaid, return receipt requested, on the date that is three (3) days after deposit in the mail. Notices shall be addressed to the parties as follows or to any other addresses as the Parties may from time to time designate in writing and deliver in a like manner:

City: City of Goodyear
Attn: City Manager
1900 N. Civic Square
Goodyear, AZ 85338

with a copy to:

City of Goodyear
Attn: Water Services Director
4980 S. 157th Avenue
Goodyear, AZ 85395
and with a copy to:

City of Goodyear
Attn: City Attorney
1900 N. Civic Square
Goodyear, AZ 85338

Owner: Olam Phoenix Arizona, LLC
Attn: Rowland Howard
85 2nd Street, 4th Floor
San Fransisco, CA 94105

With a copy to:

Baker Development Corporation
Attn: Daniel J. Slack
2222 North Elston Avenue #100
Chicago, Illinois 60614

Berry Riddell, LLC
Attn: Wendy Riddell

6750 East Camelback Road, Suite 100
Scottsdale, Arizona 85251

12. Covenants Running with the Land. The rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and their successors and assigns.

13. Cooperation. The City and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue the economic development of the Property as contemplated by this Agreement.

14. No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between the Parties.

15. Third Party Rights. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, land, firm, organization or corporation not a Party hereto, and no such other person, land, firm, organization or corporation shall have any right or cause of action hereunder.

16. Time of Essence. Time is of the essence in implementing the terms of this Agreement. If the time for performing any act hereunder falls on a day that is not a business day, it may be performed on the next succeeding business day. A "business day" is any day that is not a Saturday, Sunday, or legal holiday in the State of Arizona.

17. Waiver. No waiver by any Party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. Furthermore, no delay in exercising any right or remedy shall constitute a waiver thereof. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

18. Right to Cure Default; Remedies. Any Party shall be in default under this Agreement ("**Default**") if it fails to satisfy any term or condition required under this Agreement within thirty (30) days following written notice from the other Party setting forth the specific reasons for the determination that the Party has failed to satisfy any term or condition in this Agreement; provided, however, that if the nature of the failure is such that more than thirty (30) days would reasonably be required to satisfy any such term or condition, the breaching Party shall not be in Default if the breaching Party commences to cure any deficiencies within the thirty- (30-) day period and diligently cures such deficiencies within a reasonable time thereafter. Upon the occurrence of a Default, then the non-Defaulting Party may pursue the remedy of specific performance or may terminate this Agreement.

19. Intentionally Deleted.

20. WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 20 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

21. LIMITATION ON CLAIMS. IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDE, BUT ARE NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 21 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

22. Liability and Indemnification. Owner shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of this Agreement or the exercise of any right in this Agreement by Owner. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. Choice of Law, Venue, and Attorneys' Fees. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 23 shall survive the expiration or earlier termination of this Agreement.

24. Severability. In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy for any reason,

or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect so long as the remaining terms can be construed consistent with the Parties' original intent.

25. Force Majeure. If either Party hereto is actually prevented from performing any of its obligations under this Agreement by reason of natural disasters, wars, insurrections, strikes, acts of government (excluding the City) or any other circumstances beyond its control, the particular failure or failures occasioned thereby shall be waived during such period of prevention and shall not be considered breaches of this Agreement.

26. Counterparts and Page Numbering. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. The page numbering of this Agreement is exclusive of the Exhibits attached hereto.

27. Conflict of Interest. This Agreement may be cancelled without penalty pursuant to A.R.S. § 38-511 in the event of a conflict of interest as described therein.

28. Recordation. This Agreement shall be recorded in the Office of the County Recorder of Maricopa County within ten (10) calendar days of execution. If City fails or refuses to record this Agreement, Owner may cause this Agreement to be recorded.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

[Signatures and Exhibit continue on following pages.]

CITY:

CITY OF GOODYEAR

By: _____
Wynette Reed
ITS: City Manager

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

This Development Agreement (Water Service) by and between OLAM PHOENIX ARIZONA, LLC, a Delaware limited liability company and the CITY OF GOODYEAR, an Arizona municipal corporation in the State of Arizona was acknowledged before me this day of _____, 2024, by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

[Signatures and Exhibit continue on following pages.]

OWNER:

OLAM PHOENIX ARIZONA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT BY NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) §
COUNTY OF _____)

On _____, 2024, before me, _____ , NOTARY PUBLIC, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the _____ of OLAM PHOENIX ARIZONA, LLC, a Delaware limited liability company, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

My Commission Expires _____

[Exhibit continues on following pages]

Exhibit A

Property Description

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

[See attached legal description]

EXHIBIT A

PROPOSED OVERALL PARCEL

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, BEING A FOUND BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2, BEING A FOUND IRON BAR, BEARS SOUTH 89°26'15" EAST, A DISTANCE OF 2644.92 FEET;

THENCE SOUTH 89°26'15" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 90.32 FEET;

THENCE SOUTH 00°33'45" WEST, A DISTANCE OF 65.00 FEET, TO A POINT 65 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°26'15" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2554.91 FEET, TO A POINT ON A LINE 65 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°54'01" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 331.92 FEET;

THENCE SOUTH 00°05'40" WEST, A DISTANCE OF 454.40 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 10;

THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE 10 FOR THE FOLLOWING 5 CALLS:

THENCE SOUTH 75°20'46" WEST, A DISTANCE OF 794.81 FEET;

THENCE NORTH 89°43'13" WEST, A DISTANCE OF 2022.26 FEET

THENCE NORTH 00°00'57" EAST, A DISTANCE OF 26.63 FEET;

THENCE NORTH 89°59'03" WEST, A DISTANCE OF 26.96 FEET;

THENCE NORTH 01°14'16" WEST, A DISTANCE OF 226.28 FEET;

THENCE SOUTH 89°33'17" WEST, A DISTANCE OF 99.99 FEET, TO A POINT ON A LINE 55 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00°16'59" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 384.53 FEET;

THENCE NORTH 45°25'22" EAST, A DISTANCE OF 49.38 FEET TO THE POINT OF BEGINNING;

SAID DESCRIPTION CONTAINING 42.112 ACRES, MORE OR LESS.

ITEM #: 16.
DATE: 07/08/2024
AI #:2093

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION)

STAFF PRESENTER(S): Christian Williams, Planning Manager

OTHER PRESENTER(S):

Ed Bull, Burch & Cracchiolo, P.A.

SUMMARY

The request is for a Use Permit for a Convenience Use (QuikTrip convenience store with a gas station) proposed on an approximately 1.82-acre parcel located at southeast corner of North 166th Avenue and West Indian School Road. The property is zoned Planned Area Development with underlying C-2 (General Commercial) designation, within the PV 303 Planned Area Development (PAD).

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Approve the Use Permit request for a Convenience Use (QuikTrip convenience store with a gas station) on Parcel 4 on the final plat of PV303 East II Phase 1 recorded on February 16, 2018 in the official records of Maricopa County at Book 1370 of Maps Page 10 (Instrument 20180122777) (the “Property”) subject to stipulations. (Christian Williams, Planning Manager)

STIPULATIONS

The approval of the Use Permit is subject to the following conditions and stipulations:

1. All future development on the Property will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation;

2. The convenience use permitted herein shall be developed in conformance with the

attached QuikTrip No. 1503 Conceptual Site Plan, the QuikTrip No. 1503 Conceptual Landscape Plans, the QuikTrip No. 1503 Conceptual Building Elevations – Color, and the QuikTrip No. 1503 Conceptual Fuel Canopy Elevations - Color attached hereto. Any changes to the improvements, as shown on the attached plans, may require an amendment to the use permit as determined by the Development Services Director or their designee; and,

3. In no event shall the Property contain a truck stop/travel center. A truck stop/travel center shall include, but is not limited to, any single building or any multiple buildings providing facilities and/or services intended for use by commercial truck drivers during stopovers at the facility such as overnight parking, maintenance of semi-trucks or commercial vehicles, showering facilities or laundry facilities; and,

4. On-site semi-truck parking and overnight parking accommodations are prohibited within the Property; and,

5. Signage is not approved with the approval of this Use Permit. All signage on the Property shall comply with the PV303 Comprehensive Sign Package and Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and,

6. The Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance; and

7. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the city of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property.

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 has been designated by multiple General Plans as either industrial or commercial since 1998. The 1998-2003 General Plan designated the Property as a Commercial land use. The 2003-2013 General Plan designated the Property as a Light Industrial use. The 2014-2024 General Plan and the recently adopted General Plan 2035 designated the Property as developing with a Business and Commerce land use designation, which allows for both typical commercial development and limited industrial type facilities.

The property is located within the PV303 Planned Area Development (PAD) and has an

underlying C-2 (General Commercial) designation. The original PAD zoning was approved by City Council on January 14, 2008, with adoption of Ordinance No. 07-1097. The PAD was last amended on June 27, 2018 with the adoption of Ordinance 2018-1391. However, the 2018 PAD amendment did not impact the Property, only surrounding properties within the PAD were altered.

A Master Site Plan for the Triangle at PV303 was administratively approved by staff on February 24, 2023. The Master Site Plan outlined the circulation and services plan for the entire site and provided a colors and materials palette for the buildings in the center.

The Planning and Zoning Commission considered this item at their regular meeting held on June 26, 2024. Commissioners voted (6-1) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy

A Use Permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a Use Permit is set forth in section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request

The applicant is requesting approval of a Use Permit to facilitate the development of a QuikTrip convenience store with a gas station (QuikTrip) on an approximately 1.82-acre property within the PV303 PAD with underlying C-2 (General Commercial) zoning. The Property is located at the southeast corner of North 166th Avenue and West Indian School Road and is within a commercial center known as The Triangle at PV303.

The conceptual QuikTrip Site Plan includes an approximately 5,312 square-foot convenience store with a 7,287 square-foot fuel canopy area, providing 8 gasoline fueling pumps that can serve up to 16 vehicles at a time. The applicant will be providing outdoor seating on the north side of the building. The Property will be accessible from N 166th Avenue and W Indian School Road. On-site parking, as reflected on the conceptual QuikTrip Site Plan, will be provided, and conforms with applicable city standards.

As shown on the conceptual building elevations submitted with the Use Permit, the design for the building will utilize the materials and colors approved for the Triangle at PV303 Master Site Plan.

Evaluation Criteria

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;
As described in the Narrative and Conceptual Plans provided with the Use Permit, the proposed use should not produce general excessive odors, noise, or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The nearest residence is approximately seven-hundred feet (700') southeast of the Property. Within those

seven-hundred feet (700') there is an RV parking lot and pickleball courts, both facilities are a part of the PebbleCreek residential community. The Property is approximately two-hundred and forty feet (240') from the pickleball courts. The applicant conducted a noise study, which found that the proposed QuikTrip will not generate additional noise for nearby residents and that the potential noise level at the closest residential property should be 45 dBA or lower. An additional noise study was conducted for potential noise from delivery trucks and a potential sound wall south of the Property. This report found that projected noise at the nearest residential property would approximately be 41-44 dBA and that a sound wall south of the Property would redirect noise to the east and west, increasing noise for residents east of the Property. Given the large separation, it is anticipated that the operation of the convenience use, including the proposed 24-hour operation of the use, will not have detrimental effect on this residential development.

2. *The proposed use is reasonably compatible with the uses permitted in the surrounding area;*
The proposed use is located within a commercial center intended for other similar uses. City Council approved a Use Permit for a Filiberto's drive through restaurant at the Triangle at PV303 commercial center on April 26, 2021. In addition, staff approved a master site plan for this commercial center in February 2023 that includes similar commercial uses requested by the use permit, such as gas station and drive through restaurants. Furthermore, the proposed use is located within close proximity of the West Indian School Road access ramps to Arizona State Route 303. As such, the proposed use will be compatible with the existing and planned uses in the surrounding area, including hours of operation, traffic congestion, and intensity (noise, light, etc.). The nearest residential development to the Property is the PebbleCreek community, with the nearest home approximately seven-hundred feet (700') southeast of the Property. An RV parking lot and pickleball courts facility is between the Property and the nearest residential home. Given the Property's proximity to a freeway and the large separation from the residential uses, the proposed convenience use is appropriate for the Property.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation;
The approximately 1.82-acre parcel is of sufficient size and configuration to accommodate the proposed convenience store and fueling stations. The proposed access and internal traffic circulation have been designed to be consistent with approved Master Site Plan.

2. Compatibility of the proposed hours of operation with adjacent residential areas;
The QuikTrip is proposing operations twenty-four (24) hours per day, seven (7) days a week. Given the proposed use's location within a proposed commercial center and the large separation of approximately seven-hundred feet (700') between the QuikTrip and the residential neighborhoods, staff does not recommend any restrictions on hours of operation. Given the location of the project within the approved Master Site Plan, there will also be additional future commercial uses providing additional buffers and buildings between residential and this convenience use.

3. Required traffic mitigation measures, if any.
A traffic study was submitted and reviewed with the Use Permit, Ingress/egress will be provided from N 166th Avenue and W Indian School Road. The development will have right-in, right-out access off of W Indian School Road and a full-access drive on N 166th Avenue.

There is an existing traffic light at the intersection of W Indian School Road and N 166th Avenue.
Off-site street and access improvements adjacent to the commercial center will be completed by the master developer as approved within the Master Site Plan.

4. Other concerns, which may place the advisability of the proposed convenience use in question.
Staff has found no additional concerns with the development of a Convenience Use on the Property.

Luke Air Force Base
The subject property is located within the 65 DNL zone of Luke Air Force Base. Luke Air Force Base was contacted about this project and advised there were no objection to the proposed development as the base operations will not be adversely impacted by this development.

Fire Department
Emergency response times and distances are provided below:

Nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#185	3.01	1.50	3.01	1.50

2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#183	7.31	3.66	7.31	3.66

Public Participation
In addition to the required Citizen Review Meeting, the applicant held a neighborhood meeting with the PebbleCreek community on May 22, 2023 at the Tuscany Falls Ballroom in PebbleCreek. Approximately 100 residents were in attendance. After the applicant's presentation, residents expressed concerns with lighting, noise, odors, traffic, and hours of operations. Residents requested a sound wall to be added south of the proposed use. The applicant indicated that they would look into the impacts of a sound wall. In addition, residents requested the applicant modify their 24/7 hours of operations. The applicant explained their business model and declined the residents' request.

The required Citizen Review Meeting scheduled for the Use Permit was held on May 29, 2023 at the Canyon Trail rooms in City Hall. Approximately 26 residents attended the meeting. After the conclusion of the applicant presentation, the residents asked about the potential future expansion for semi-truck parking and semi-truck fueling, additional crime in the area and crime at other convenience store and gas station locations throughout the city, sound and light pollution and the 24/7 nature of the business. The applicant explained they have no plans for future expansion; additionally, the Use Permit stipulations restricts truck stop/travel center service facilities and semi-truck parking uses.

In addition to neighborhood meeting feedback, the city has received twelve (12) emails from residents expressing concerns with the proposed QuikTrip due to its proposed proximity to the PebbleCreek pickleball courts, hours of operation, air pollution, traffic, and crime. Four (4) residents emailed the city expressing support for the proposed QuikTrip and new business in the city.

The Planning and Zoning Commission considered this item at their regular meeting on June 26, 2024. At the meeting, staff provided a presentation to the Commission. At the conclusion of the presentation, the Commission inquired about the proximity of the existing QuikTrip on Estrella Parkway to nearby residential. Staff stated the project is adjacent to the Christopher Todd Communities and approximately seventy-five feet (75') from the Acero Estrella complex.

The Commission asked about the approved master site plan and its depiction of the former Circle K Use Permit application. Staff clarified the master site plan served the purpose of establishing a circulation and services plan for the entire center and did not approve the convenience store and gas station use. The applicant also provided a presentation to the Commission. Fifteen (15) speaker cards were submitted at the public hearing. Seven (7) residents spoke and expressed concerns with the potential of increased traffic, crime, noise, air pollution and the potential negative impact of these matters on their health. After public comment, the Commission discussed the item. The Commission asked about the Sedella Commercial Use Permit they heard previously for another convenience store that had more stipulations than this proposed Use Permit. Staff clarified the Use Permit for Sedella Commercial included a drive-through component that required additional stipulations. Additionally, the applicant provided clarifications on the traffic report and explained that the proposed convenience store would sell tobacco and alcohol products after receiving the proper state licenses and that QuikTrip stores do not sell marijuana products. After discussion, the commissioners voted (6-1) to forward a recommendation of approval to the City Council.

STAFF FINDINGS:
As outlined herein, staff finds the proposed request for Use Permit to 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 that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 4-2-2 of the Zoning Ordinance.

Attachments

Aerial Photo
Project Narrative
Preliminary Site Plan
Conceptual Landscape Plan
Conceptual Building Elevations
The Triangle Master Site Plan
Staff Presentation
Applicant Presentation

Use Permit for QuikTrip
East of N 166th Avenue
South of W Indian School Road



P24-00152 Use Permit for Convenience Store with Gas Station - QuikTrip

Use Permit Narrative

QT #1503 – SEC 166th Avenue and Indian School Road
Goodyear, AZ

Case No: P24-00152
Submitted: April 29, 2024
Resubmitted: May 29, 2024

I. Introduction

QuikTrip Corporation ("QT") is seeking to develop approximately 1.82 net acres located at the southeast corner of 166th Avenue and Indian School Road, APN 501-02-929 (the "Site"). QT requests a Use Permit in order to allow the development of the Site as a new QT Convenience Store and Gas Station ("QT Store") on this underutilized Site. This QT Store is more than just a gas station and will serve a variety of freshly made foods and drinks from a "full-service counter." Customers can choose from a large variety of food items including ice cream cones, pizza, warm pretzels, toasted sandwiches—and now full sub sandwiches. Specialty coffee drinks, espressos, shakes, smoothies, and more will be offered. QT is excited about the prospect of this new QT Store that will bring jobs and necessary goods and services to the area. The QT Store will be open 24 hours a day, 7 days a week. This location is anticipated to employ dozens of workers. The number of staff present at any one time will vary, but QT anticipates staffing the store with 2-6 employees at a time.

As is described below, the proposal is consistent with the General Plan and surrounding area and will be an asset to the City while making good use of this underutilized Site.

II. Site, Surrounding Area, Existing Zoning & General Plan Conformance

The Site is currently vacant and is zoned PAD/C-2 (General Commercial). The Site is surrounded by vacant land on the east, south, and west (across 166th Avenue). To the north, across Indian School Road, is a UPS Hub Facility. This proposed QT is appropriate for the area, surrounding uses, and freeway proximity. The Site is designated as Business & Commerce on the General Plan. The Business & Commerce designation is designed to include community-level retail and service-oriented businesses. This proposed QT complies with the General Plan designation and is supported by the following goals and policies of the General Plan.

- **Goal GD-2.** Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.
- **Goal ED-1.** A resilient and diversified economy.
- **Objective ED-1-1.** Encourage development to attract businesses to Goodyear that offer good wages and benefits and positively contribute to the community and economy.

This proposed QT will make good use of a vacant site, provide jobs and valuable goods and services in an appropriate location that will benefit the community. A QT Store will benefit this area and is a sustainable solution for this vacant site.

III. Use Permit Criteria

QT requests a Use Permit to allow a "convenience use." QT will be an exciting, compatible development in this area that meets and exceeds the requirements for a Use Permit found in Section 1-3-2 of the Goodyear Zoning Ordinance as follows.

1. The proposed QT 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.

This proposed QT Store will be beneficial to the area and is fitting with the adjacent freeway and surrounding uses (both existing and future). This attractive, well-designed QT Store will be

appropriate for this commercial Site and will have no negative impacts on residential uses. The nearest home is over 700 feet from the edge of the Site and is separated from QT by a vacant land and RV parking facility. Additionally, this QT Store will not cause additional traffic to travel through the nearby neighborhood. A QT Store is well suited for this area and will have no negative impacts to the area or public welfare. Rather, it will be an asset to the area, is less intensive than many surrounding uses, and will provide necessary services in an appropriate area. Further, this proposed QT Store will not serve semi-trucks and will have no showers or other "truck stop" services.

Regarding traffic, a QT Store is a relatively low traffic-generating use compared to other C-2 permitted uses. A large amount (approximately 75%) of convenience store trips are "pass by" in nature, meaning most of the traffic visiting QT is already on the road. Overall, this proposed QT will generate approximately 122 new trips in the morning peak hour, and 108 new trips in the evening trip hour. A Traffic Impact Analysis is included with our Use Permit Application submittal.

Noise has also been considered to ensure there are no negative impacts on neighbors. A Noise Study has been prepared and is attached as **Exhibit 1**. The Noise Study noted that this area is impacted by the Loop 303 freeway noise, the noise of hundreds of heavy trucks from the adjacent UPS Hub, and periodic F35 jet activity from Luke Airforce Base, meaning there is already ambient noise in the area. When studying the noise created by a QuikTrip store, the Study concluded that "the potential noise levels at the closest residential properties should easily be quieter than the recommended design goal limit of 45 dBa. This level would comply with every municipal noise level limit I am aware of throughout the entire country." A second report was prepared in response to neighbor comments. See **Exhibit 2, Additional Report**. This Report considered delivery truck noise and found that the worst-case condition at the nearest residential property is approximately 41-44 decibels—which is "in compliance with every nighttime municipal noise ordinance limit I am aware of." The possibility of a noise attenuation wall was also considered. The Report concluded this suggested wall "will not provide any noise reduction for the homes to the east or east-southeast. However, the suggested wall will direct the noise to the east and west – increasing the potential noise levels for the homes to the east."

QT has also taken thoughtful steps to mitigate impacts to the environment and build a more sustainable product. The landscape palette will be designed to utilize low-water usage plants that are also drought-tolerant. Additionally, a controlled irrigation system is used to monitor the delivery of water usage.

Overall, this proposed QT will be a benefit to the area, is located on an appropriate Site, and will make good use of this vacant commercial site.

2. <u>The proposed QT is compatible with the uses permitted in the surrounding area.</u>

The Site and surrounding area is zoned PAD. QT's proposed use is less intense than the industrial uses north of Indian School Road and is compatible with the future commercial uses to the east, south, and west of the Site. This proposed QT is well-designed, attractive, and will not have any negative impacts on nearby existing or future developments. Rather, QT's proposed development is the exact type of development that is appropriate for this location when considering surrounding zoning, surrounding uses, and freeway proximity.

IV. <u>Building and Site Design</u>

QT's proposed development is designed as a high quality and attractive commercial development that will create employment opportunities and will be in harmony with the area. The

proposed store is planned to be approximately 5,312 square feet. The store building has been designed with a variety of colors and materials to create an attractive presence and break up building monotony.

Outside the store, the fuel canopy has been designed to complement the architecture of the store and contains the same metal elements in the fascia for site cohesiveness. There will be 8 fuel pumps that are double stacked to serve up to 16 vehicles at one time.

The Site will also be designed with ample landscaping both within the Site and along the streetscapes. Landscaping will also be used near parking to reduce heat island effect, and provide shading. Around the store, planters will be used to tie into other landscaping and enhance overall design. This proposed QT will be amply and attractively landscaped and will meet and/or exceed all City landscaping requirements.

Access will be provided off of both Indian School Road and 166th Avenue to provide safe and efficient circulation. Easy and convenient customer parking is also a priority for QT. 47 parking spaces are provided, where only 18 spaces are required.

V. Conclusion

QT's proposed development will be high-quality and suitable for the area while providing, jobs, tax dollars, and necessary goods and services. QT will benefit the area and will be an exciting addition. QT looks forward to the opportunity to further invest in Goodyear. We request your approval.

VI. Project Team

Developer:	QuikTrip Corporation Daniel Chambers 1116 East Broadway Road Tempe, AZ 85282 Phone: (480) 446-6321 Email: dchambers@quiktrip.com
Planning/Engineering:	Kimley Horn Robert Hannen 7740 N 16th St #300 Phoenix, Arizona 85020 Phone: (602) 216-1259 Email: Robert.hannen@kimley-horn.com
Zoning:	Burch & Cracchiolo, P.A. Ed Bull/Brian Greathouse/Madison Leake 1850 North Central Avenue, 17th Floor Phoenix, Arizona 85004 Phone: (602) 234-9903 Email: ebull@bcattorneys.com bgreathouse@bcattorneys.com mleake@bcattorneys.com

Exhibit 1

Burch & Cracchiolo
Edwin Bull
702 E. Osborn Road, Suite 200
Phoenix, AZ 85014

May 4, 2024

Dear Mr. Bull:

ACS has been asked to assess the potential noise impact from the proposed QuikTrip (located at the SEC of 166th Avenue and Indian School Road in Goodyear) to the closest residential properties. See attached Site Location exhibit.

TECHNICAL TERMS:

Decibel - A unit for measuring the intensity of sound. The human hearing range is from 0 dB (the theoretical threshold of audibility) to 130 dB (the average pain threshold). {The sound pressure level in decibels is equal to 10 times the logarithm (to the base 10) of the ratio between the pressure squared divided by the reference pressure squared. The reference pressure used in acoustics is 20 microPascals.}

dBA - Sound pressure level expressed in decibels, filtered or weighted at the various frequencies to approximate the response of the human ear.

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Almost imperceptible
3	Barely noticeable
5	Clearly noticeable
10	Twice (or half) as loud

Leq - The equivalent sound level (Leq) measures the average acoustic energy over a period of time to take account of the cumulative effect of multiple noise events.

NOISE STANDARDS:

City of Goodyear

Goodyear's noise ordinance does not set quantifiable noise limits and only pertains to music or amplified loud, raucous noises.

This project is not subject to any other municipal noise ordinance. However, I wanted to provide typical Arizona municipal noise level limits for comparison purposes.

The following are the residential maximum noise level limits for all of the Arizona municipal noise codes I could locate:

City	Limit		Notes
	Daytime (7am-10pm)	Nighttime (10pm-7am)	
Apache Junction	65 Leq	60 Leq	2-minute Leq (average)
Camp Verde	55 dBA	45 dBA	
Cave Creek	60 Leq	50 Leq	2-minute Leq (average)
Chino Valley	60 dBA	60 dBA	
Gilbert	55 dBA	45 dBA	Inside home (w/doors & windows closed)
Lake Havasu	65 dBA	45 dBA	
Litchfield Park	65 dBA	45 dBA	
Marana	55 dBA	50 dBA	Nighttime 10:30pm-7am
Maricopa	70 dBA	60 dBA	Nighttime 10pm-6am
Nogales	65 dBA	55 dBA	
Page City	70 dBA	60 dBA	Nighttime 11pm-6am
Paradise Valley	56 dBA	45 dBA	Nighttime 10pm-6am
Phoenix	55 dBA	55 dBA	Up to 60 dBA for 5 continuous seconds for 5 occurrences in a given hour is allowed.
Peoria	65 dBA	55 dBA	Nighttime 10pm-6am
Pinetop-Lakeside	92 dBA	65 dBA	Nighttime 11pm-7am
Prescott Valley	60 dBA	50 dBA	Nighttime 12am-7am
Sedona	60 dBA	50 dBA	
Sierra Vista	55 dBA	50 dBA	Nighttime 8pm-6am
Snowflake	60 dBA	45 dBA	Nighttime 10pm-6am
Tucson	70 dBA	65 dBA	
Wickenburg	70 dBA	62 dBA	
Yuma City	70 dBA	65 dBA	Only electronically amplified noise

Half of the Arizona nighttime limits are 60 dBA or louder. The most restrictive Arizona nighttime limit is 45 dBA. This level is the most restrictive I am aware of throughout the entire country. Ideally, the design goal for this project would be a maximum noise level of 45 dBA at the residential properties. This would comply with every nighttime noise level limit I am aware of.

FINDINGS:

Ambient Noise Levels

ACS took ambient noise level measurements at these residential properties in 2021. The average noise level at approximately 9pm was 53.4 Leq.

This area is impacted by Loop 303 freeway noise, the noise of hundreds of heavy trucks from the UPS Hub across Indian School Road, and periodic F35 jet activity from Luke Air Forse Base.

QuikTrip Noise

Unlike other gas stations where the noise concern is auto repair and/or car wash noise, the only potential noise issues at this QuikTrip is patron auto noise. Typically, patron noise and auto noise are exempt from municipal noise ordinances. However, to be thorough, ACS examined these potential noise levels.

ACS took noise level measurements at an existing QuikTrip at 16821 W Bell Road (with 16 pumps) at approximately 11am on a Saturday (4/27/24). Measurements were taken approximately 125' from the pumps (and approximately 100' from the loudest auto noises). See attached Existing QuikTrip Measurement Location exhibit. During the site visit, periodic doors shutting, engines revving, and horns were audible. Additionally, once a car stereo and once a backup beeper were barely audible but not measurable (because they were quieter than the ambient noise level).

The maximum noise levels were:

Door shutting	56 dBA (at ~100')
Horn	63 dBA (at ~100')
Engine rev	62 dBA (at ~100')

These levels are in line with published auto noise data:

Table 4.9-4 Parking Lot Noise Sources at 100 Feet

Source	Level (dBA)
Autos at 14 mph	44
Sweepers	66
Car Alarm Signal	63
Car Alarm Chirp	48
Car Horns	63
Door Slams	58
Talking	30
Radios	58
Tire Squeals	60

Source: Gordon Bricken & Associates, 1996. Estimates are based on actual noise measurements taken at various parking lots.

Projected Noise Impact – The nearest residential property is approximately 713' from the proposed site. Based on the measured and published noise data, the maximum auto noise at the nearest residential property is approximately 45.9 dBA. However, this projection does not include any barrier attenuation. As can be seen in the attached Site Location exhibit, there are three separate walls between the proposed site and the nearest residential properties. Any one of these walls would easily reduce the potential auto noise to below the recommended design goal limit of 45 dBA. (Note: Most other commercial uses would have similar maximum auto noises.)

Although typically exempt from municipal noise ordinances, ACS examined the potential noise level of QuikTrip patrons shouting. Based on standard noise data for the various categories of human voice levels, the projected noise level of someone shouting at the QuikTrip would be 36.8 dBA at the nearest residential property without considering the barrier attenuation. (Note: Again, most other commercial uses could have similar shouting noises.)

Note: To be conservative, ACS did not examine the potential ground attenuation or attenuation from air absorption that would further reduce the potential noise levels.

CONCLUSIONS:
The noise sources from the proposed QuikTrip would be similar to most other commercial uses.

The potential noise levels at the closest residential properties should easily be quieter than the recommended design goal limit of 45 dBA. This level would comply with every municipal noise level limit I am aware of throughout the entire country.

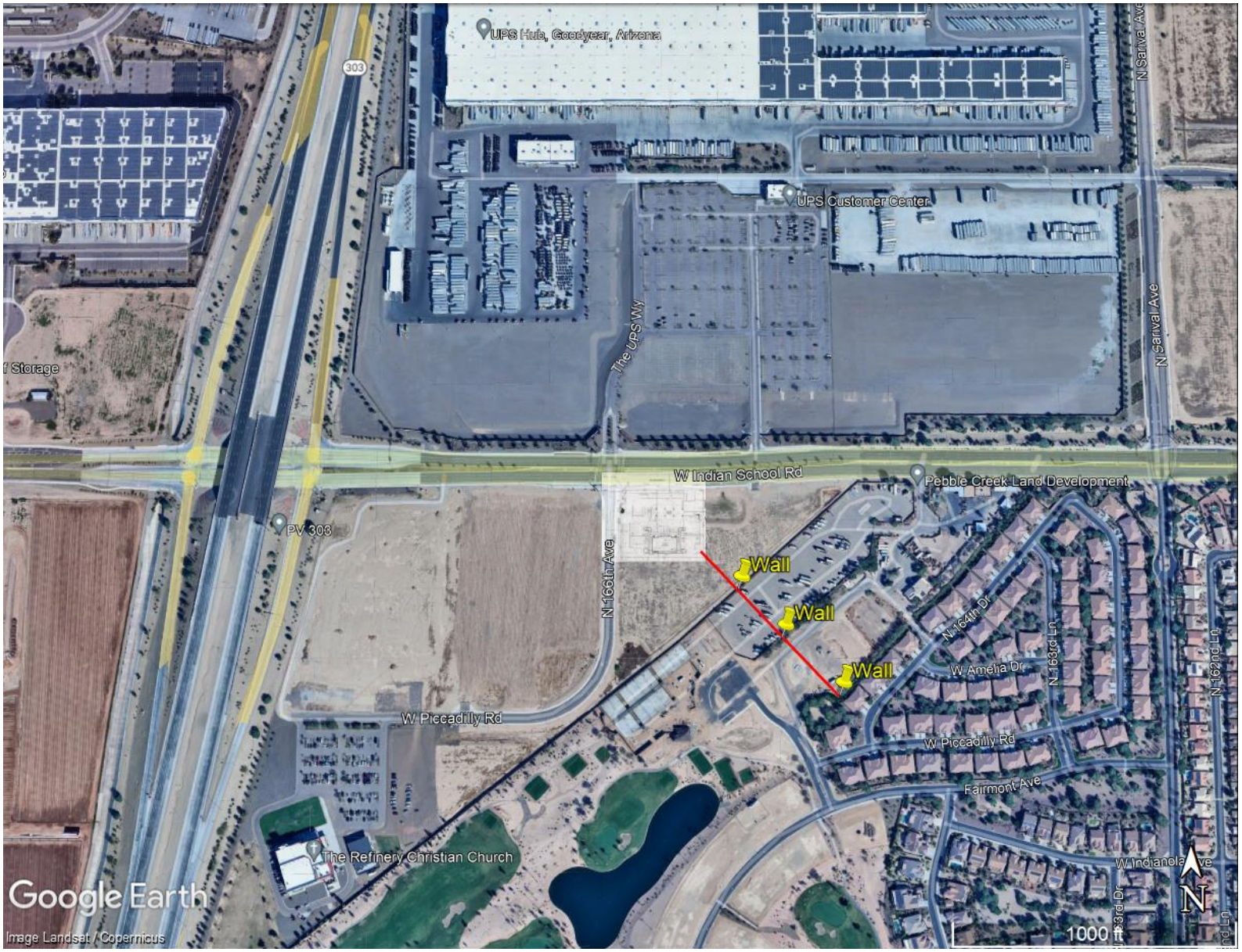
Please contact me if you have any questions or need additional information.

Respectfully,

Tony Sola
Acoustical Consulting Services, LLC

P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

Site Location



P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

Existing QuikTrip Measurement Location



P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

Exhibit 2

Burch & Cracchiolo
Edwin Bull
702 E. Osborn Road, Suite 200
Phoenix, AZ 85014

May 28, 2024

Dear Mr. Bull:

ACS has been asked to assess the QuikTrip noise concerns brought up by some of the attendees at the Neighborhood Meeting (5/22/24)

TECHNICAL TERMS:

Decibel - A unit for measuring the intensity of sound. The human hearing range is from 0 dB (the theoretical threshold of audibility) to 130 dB (the average pain threshold). {The sound pressure level in decibels is equal to 10 times the logarithm (to the base 10) of the ratio between the pressure squared divided by the reference pressure squared. The reference pressure used in acoustics is 20 microPascals.}

dBA - Sound pressure level expressed in decibels, filtered or weighted at the various frequencies to approximate the response of the human ear.

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Almost imperceptible
3	Barely noticeable
5	Clearly noticeable
10	Twice (or half) as loud

NOISE STANDARDS:

City of Goodyear

Goodyear's noise ordinance does not set quantifiable noise limits and only pertains to music or amplified loud, raucous noises.

This project is not subject to any other municipal noise ordinance. However, I wanted to provide typical Arizona municipal noise level limits for comparison purposes. Half of the Arizona nighttime limits are 60 dBA or louder. The most restrictive Arizona nighttime limit is 45 dBA. This level is the most restrictive I am aware of throughout the entire country.

NEIGHBOR COMMENTS

Truck Noise

Several neighbors expressed a concern for truck noise (delivering snacks, soft drinks, etc.). There are different delivery vehicle types. To calculate the worst-case condition, ACS projected the noise level of a refrigerated semi-truck to the nearest residential property. The projected noise level of this vehicle type is approximately 41-44 dBA. (For comparison, see attached OSHA's Typical Sound Level chart.) This level is in compliance with every nighttime municipal noise ordinance limit I am aware of.

> Note: It is my understanding that the majority (if not the vast majority) of the deliveries will be made with smaller, quieter vehicles than the large refrigerated semi-truck type that was used for these calculations.

Relocate the Building

One neighbor requested that the QuikTrip building be relocated farther west on the site. This will not provide a perceptible difference in the potential noise levels at the residential properties.

15' High Sound Wall

It was suggested to build a 15' high sound wall on the south side of the QuikTrip site. (See attached Neighbor Suggested Wall Location exhibit.) This suggested wall will not provide any noise reduction for the homes to the east or east-southeast. However, the suggested wall will direct the noise to the east and west - increasing the potential noise levels for the homes to the east.

The closest residential property is southeast of the QuikTrip site. The potential barrier attenuation for this home will depend on the location of the noise source (trucks) on the QuikTrip site. For the refilling trucks (on the north side of the property), the suggested 15' high wall will provide approximately a 2-decibel reduction (less than barely noticeable). For the trucks (in the middle of the south side of the property), this wall will provide approximately a 4.5 decibel reduction (this would be a noticeable to clearly noticeable reduction). However, this attenuation would be reduced for any trucks east of the center of the site, and the wall will not provide any attenuation for trucks on the east side of the site.

> NOTE: I don't know if a free-standing wall (particularly one of this height) would be structurally sound. (Please contact a Structural Engineer.) Additionally, I do not know if the City would allow the construction of a wall of this height or at this location.

Please contact me if you have any questions or need additional information.

Respectfully,

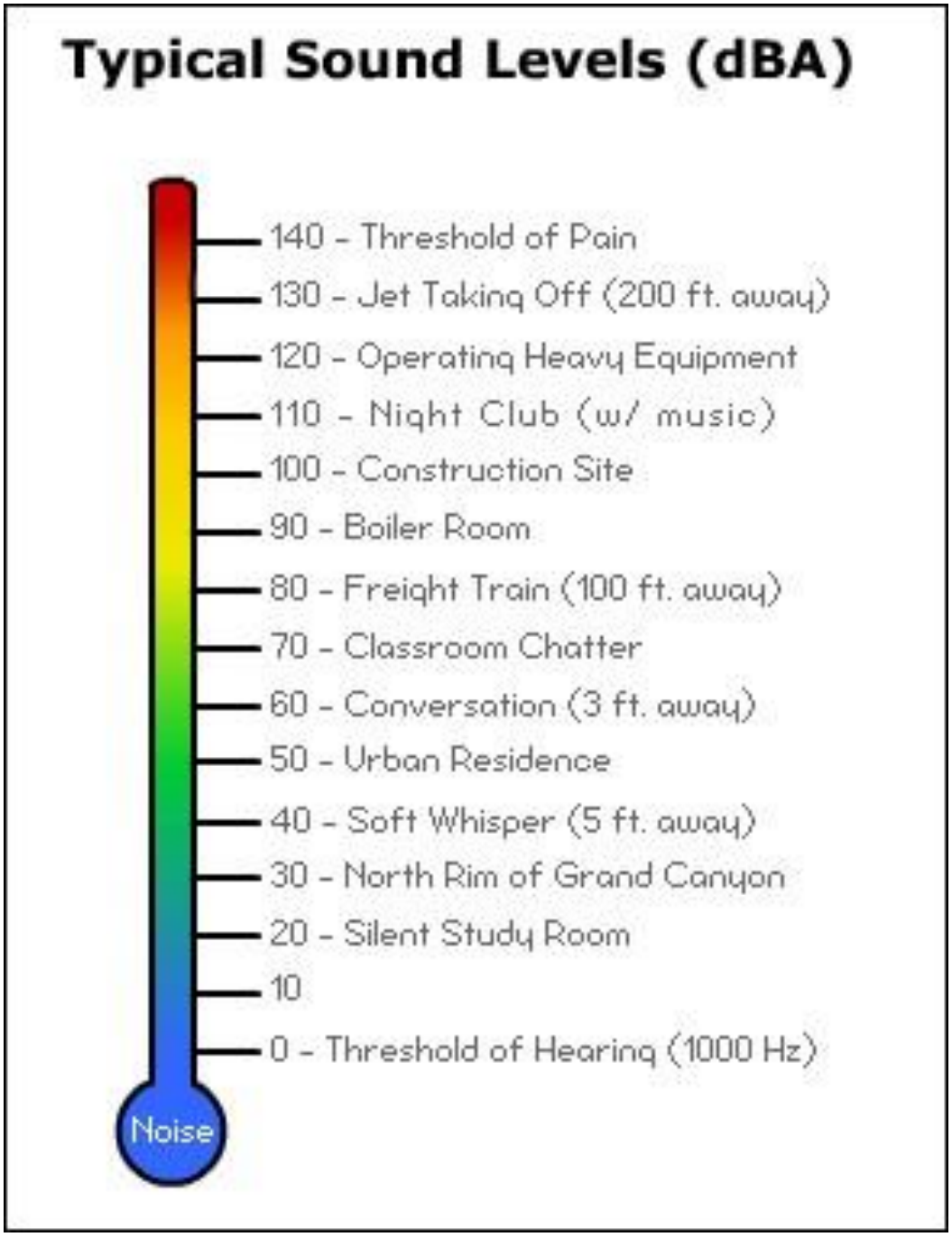


Tony Sola
Acoustical Consulting Services, LLC

Neighbor Suggested Wall Location



P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801



Source: *Occupational Noise Exposure – Overview* (OSHA)

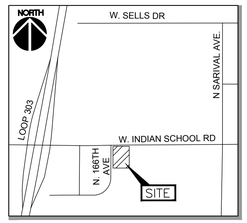
P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

PRELIMINARY SITE PLAN FOR

QUIKTRIP STORE #1503

SEC INDIAN SCHOOL ROAD & 166TH AVENUE

GOODYEAR, AZ



Vicinity Map
Not to Scale
SECTION 25 T.2N., R.2W.
GOODYEAR, ARIZONA

SITE PLAN NOTES

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
2. 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.
3. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
4. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
6. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
7. 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.
8. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
9. 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.
10. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
11. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
12. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
13. 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.

BASIS OF BEARING

PER ATWELL GROUP, THE BASIS OF BEARING IS ALONG THE SOUTH LINE OF PARCEL 7 & 6 AS SHOWN ON THE FINAL PLAT OF "PV303 EAST II PHASE 1" BK 1370, PG 10, MCR. BEING S48°55'06"W WITH A DISTANCE OF 893.49 FEET.

SITE BENCHMARK

BENCHMARK DATUM:
NORTHEAST CORNER SECTION 25, T.2N., R.2W.
FOUND MONUMENT IN HANDHOLE STAMPED CITY OF GOODYEAR LS 21080
ELEVATION = 1046.89' "NAVD 88"

PROJECT DESCRIPTION:

THE SCOPE INCLUDES THE CONSTRUCTION OF A 5,312 S.F. CONVENIENCE STORE AND A 7,287 S.F. FUELING CANOPY WITH EIGHT (8) MPD'S.

FLOOD CERTIFICATION:

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2135L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE OF FLOOD; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE OF FLOOD.

LEGAL DESCRIPTION

PER ATWELL GROUP, THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:
PARCEL 4 OF PV303 EAST II PHASE I, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1370 OF MAPS, PAGE 10.

PROJECT DATA:

1. APN: 501-02-929
2. EXISTING ZONING: PV 303 PAD
3. PROPOSED ZONING: PV 303 PAD
4. PROPOSED BUILDING HEIGHT: 20'-0"
   PROPOSED BUILDING SQUARE FOOTAGE: 5,312 SQ. FT.
   AUTO FUEL CANOPY AREA: 7,287 SQ. FT.
5. PARKING SPACES REQUIRED: 18 SPACES
   (5,312 S.F. X 1 SPACE/300 S.F. FLOOR AREA)
   PARKING SPACES PROVIDED: 44 SPACES (3 ADA PARKING SPACES)
   GROSS AREA: 108,371 S.F. (2.49 ACRES)
6. NET AREA: 79,416 SQ. FT. (1.82 ACRES)
7. TOTAL LOT COVERAGE: 59,263 SQ. FT. (1.36 ACRES)
   61,027 S.F. / 79,416 S.F. = 76.84% LOT COVERAGE
8. TOTAL LANDSCAPE COVERAGE: 20,153 SQ. FT. (.46 ACRES)
   20,153 S.F. / 79,416 S.F. = 25.38% LANDSCAPE COVERAGE
9. WATER SERVICE PROVIDER: LIBERTY UTILITIES
10. SEWER SERVICE PROVIDER: LIBERTY UTILITIES
11. SITE IS LOCATED WITHIN LIGHTING ZONE 2.

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- "NO PARKING – FIRE LANE" CURB PAINT
- MOUNTABLE CURB W/RADIUS PROTECTOR
- (7) PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TFR TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	SP1	PRELIMINARY SITE PLAN COVER SHEET
2	SP2	PRELIMINARY SITE PLAN
3	SP3	PRELIMINARY SITE PLAN
4	SP4	SITE PLAN DETAILS
5	SP5	SITE PLAN DETAILS

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
JAMES G. SPRING, PLS. 22282
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PHONE: 480-218-8831

ENGINEER OF RECORD
KIMLEY-HORN AND ASSOCIATES, INC.
ROBERT HANNEN, P.E.
7740 N. 16TH STREET, STE 300
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ROBERT.HANNEN@KIMLEY-HORN.COM

QT REAL ESTATE PROJECT MANAGER
QUIKTRIP CORPORATION- PHOENIX DIVISION
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QT CIVIL PROJECT MANAGER
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TRAVIS WUNSCH
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TWUNSCH2@QUIKTRIP.COM

Registered Professional Engineer (Civil)
CERTIFICATE NO.
76339
ROBERT HANNEN
Date Signed 05/29/25
ARIZONA, U.S.A.

PROJECT NO.:291443030

Kimley»Horn

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PHOENIX, ARIZONA 85020 (602) 944-5500

QuikTrip No. 1503
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GOODYEAR, AZ

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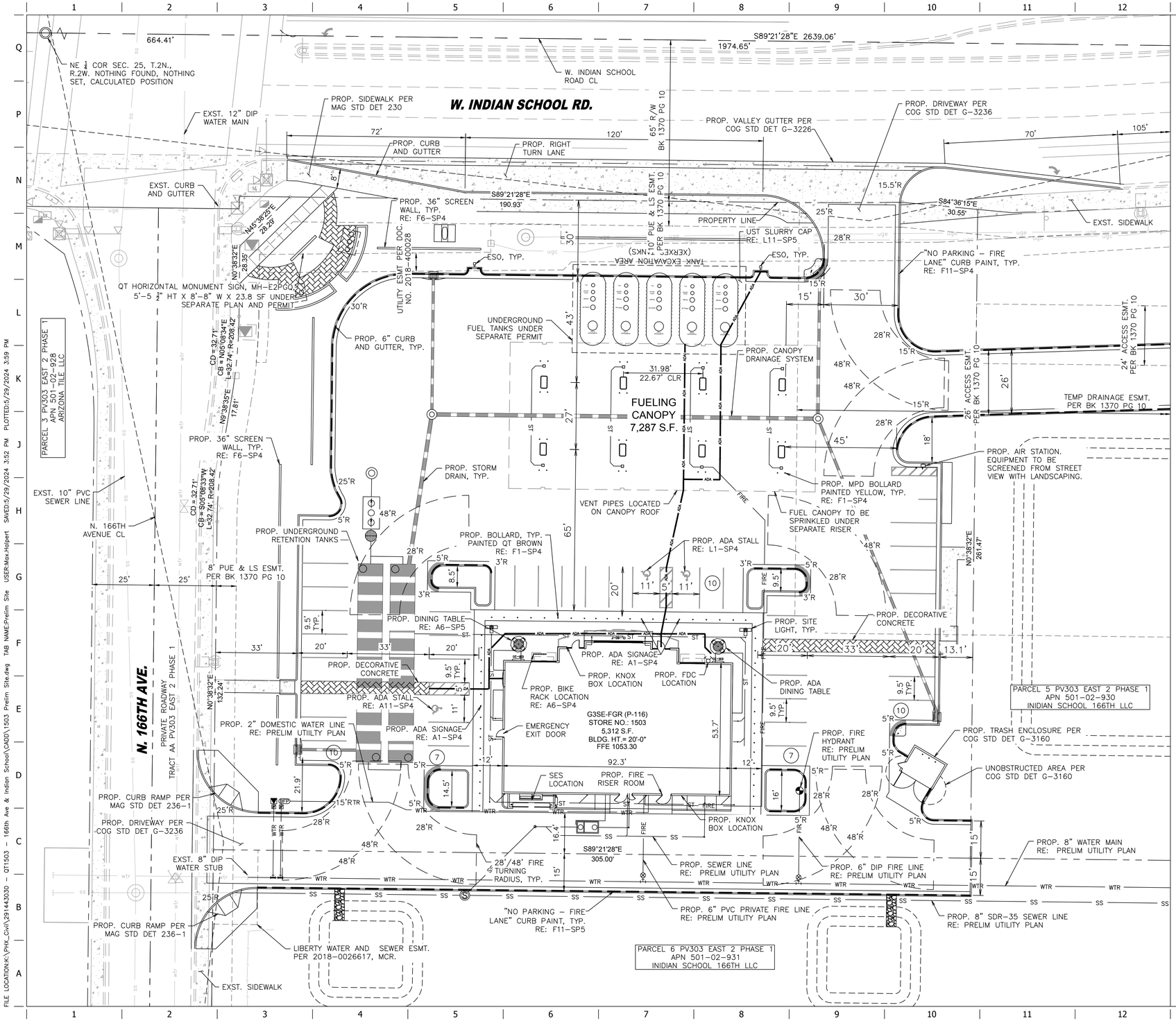
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DRAWN BY:	MCH
REVIEWED BY:	RMH

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SHEET TITLE:
PRELIMINARY SITE PLAN COVER SHEET

SHEET NUMBER:
SP1



Registered Professional Engineer (Civil) CERTIFICATE NO. 76339 ROBERT HANNEN Date Signed 05/29/24 ARIZONA, USA

PROJECT NO.:291443030

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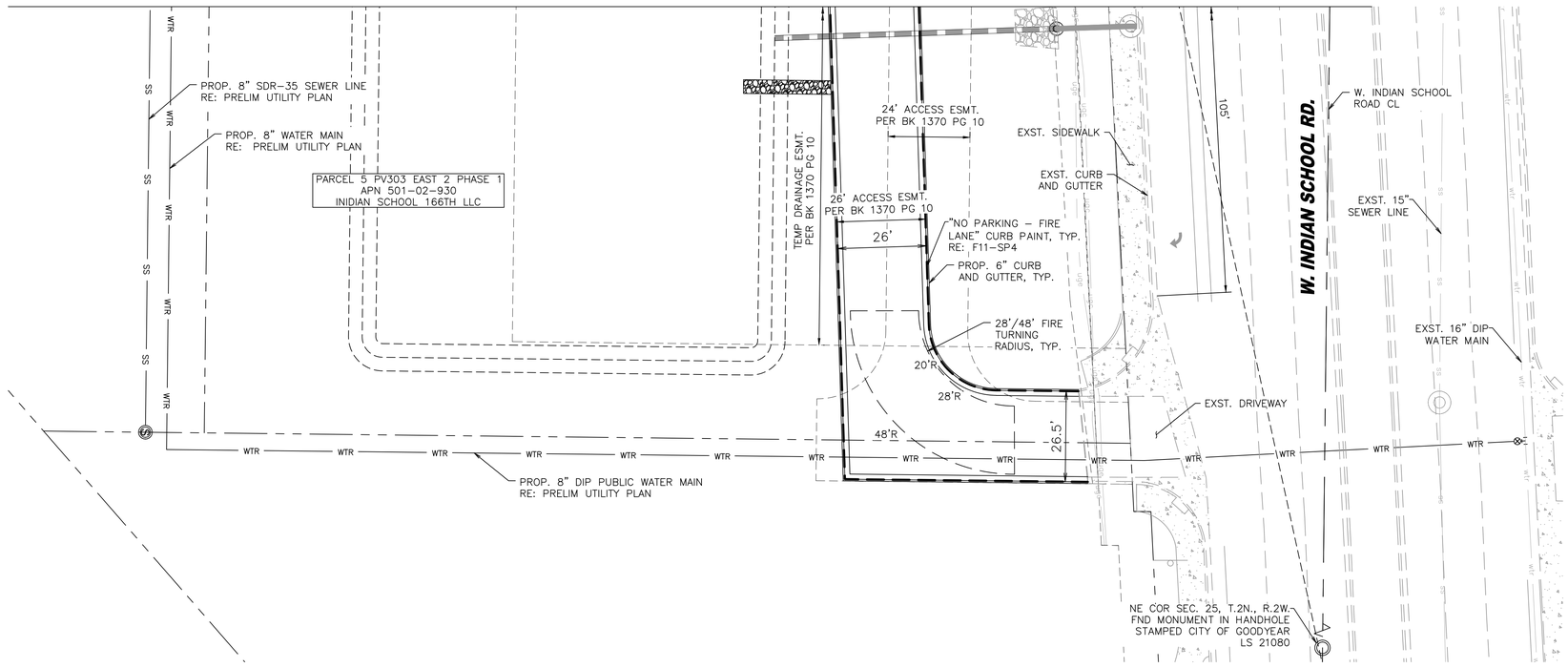
PRELIMINARY SITE PLAN

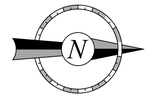
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SEE SHEET SP2





20 10 0 20 40

Registered Professional Engineer (Civil)
CERTIFICATE NO.
76339
ROBERT
HANNEN
Date Signed 05/29/24
ARIZONA, USA

PROJECT NO.:291443030

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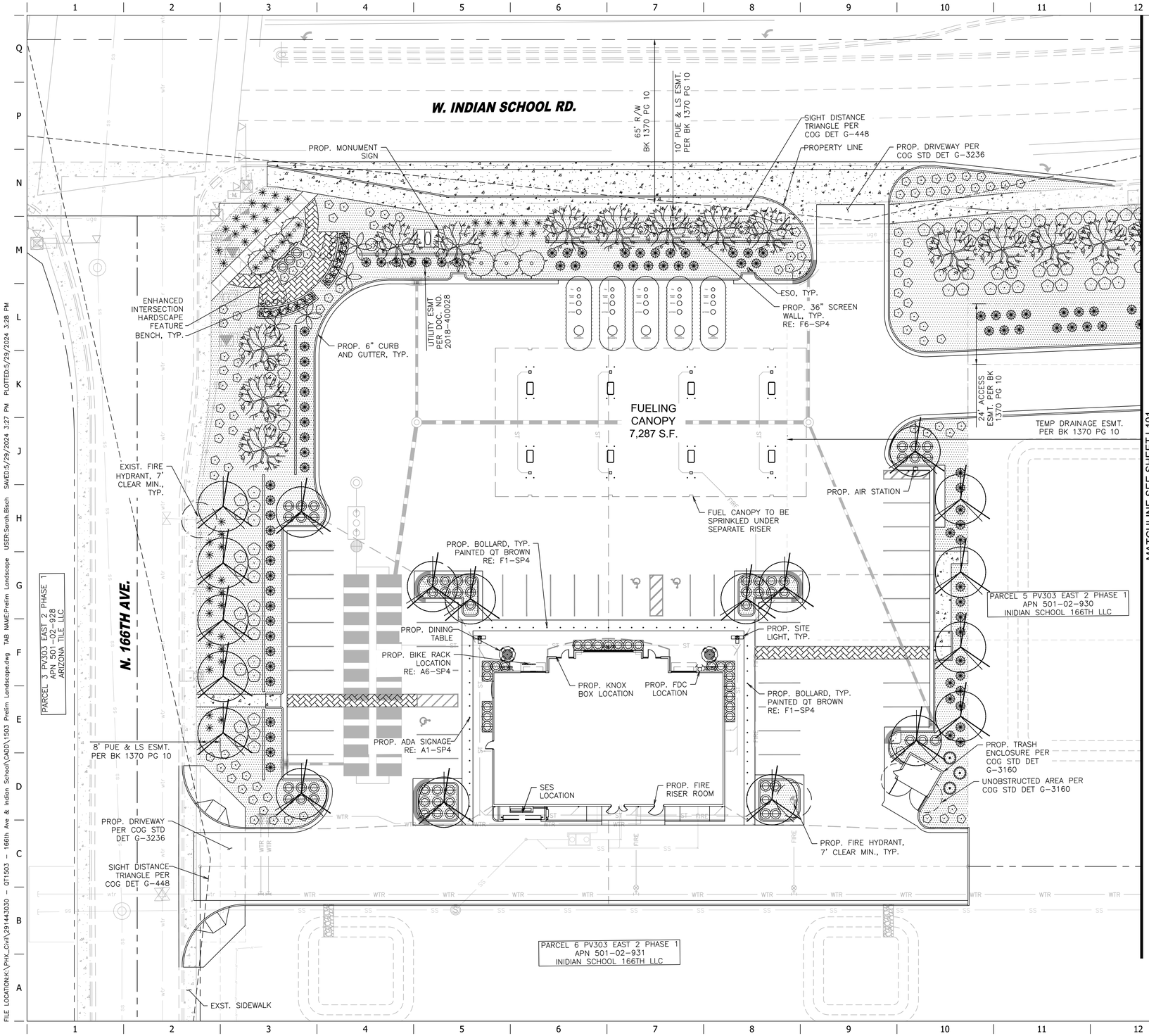
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PRELIMINARY SITE PLAN

SHEET NUMBER:

SP3

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LANDSCAPE PLANT MATERIALS

		SIZE	QTY
TREES			
	PHOENIX DOCTYIFERA DATE PALM	18' CLEAR WOOD MIN.	4
	CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE	24" BOX	6
	QUERCUS VIRGINIANA LIVE OAK	24" BOX	19
	ULMUS PARVIFLORIA EVERGREEN ELM	24" BOX	18
SHRUBS			
	ALOE BARBADENSIS ALOE VERA	5 GAL	14
	BOUGAINVILLEA SPECTABILIS 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL	3
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS	5 GAL	66
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' LYNN'S LEGACY SAGE	5 GAL	126
	HESPERALOE PARVIFLORA 'PINK PARADE' PINK PARADE RED YUCCA	5 GAL	114
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL	78
GROUNDCOVER			
	LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	121
	DECOMPOSED GRANITE - MOHOGANY 1/2" SCREENED - 2" DEPTH MIN.		28,045 SF

CITY OF GOODYEAR LANDSCAPE REQUIREMENTS

Requirement	Required Size/Quanity	Provided Size/Quantity
General Landscape		
Min. 15% Net Site Area (79,425 SF) to be Landscaped	11,915 SF	18,680 SF (23.5%)
50% Min. 24" Box Trees (43 Total)	(22) 24" Box Trees Min.	(43) 24" Box Trees
50% Min. Live Coverage in all Landscape Areas	50% Live Coverage	Provided
Retention Basin Slopes 6:1 Max Slopes	6:1 Max Slopes	Provided
15 Gallon Min. Tree Sizes	8' Ht., 4' Sp., 1 1/4" Cal.	Provided
24" Box Min. Tree Sizes	10' Ht., 6' Sp., 2" Cal.	Provided
Streetscape		
W. Indian School Road (460 LF) 1 Tree / 25 LF	W. Indian School Road 19 Trees	W. Indian School Road 19 Trees
N. 166th Avenue (220 LF) 1 Tree / 25 LF	N. 66th Avenue 9 Trees	N. 66th Avenue 9 Trees
Parking Lot		
1 Tree Per Island (10 Total) 5 Shrubs (5 Gal.) Per Island (50 Total)	10 Trees 50 Shrubs (5 gal.)	10 Trees 55 Shrubs (5 gal.)

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 5/29/24 ARIZONA, U.S.A.

PROJECT NO.:291443030

Kimley»Horn

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PHOENIX, ARIZONA 85020 (602) 944-5500

QuikTrip No. 1503

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GOODYEAR, AZ

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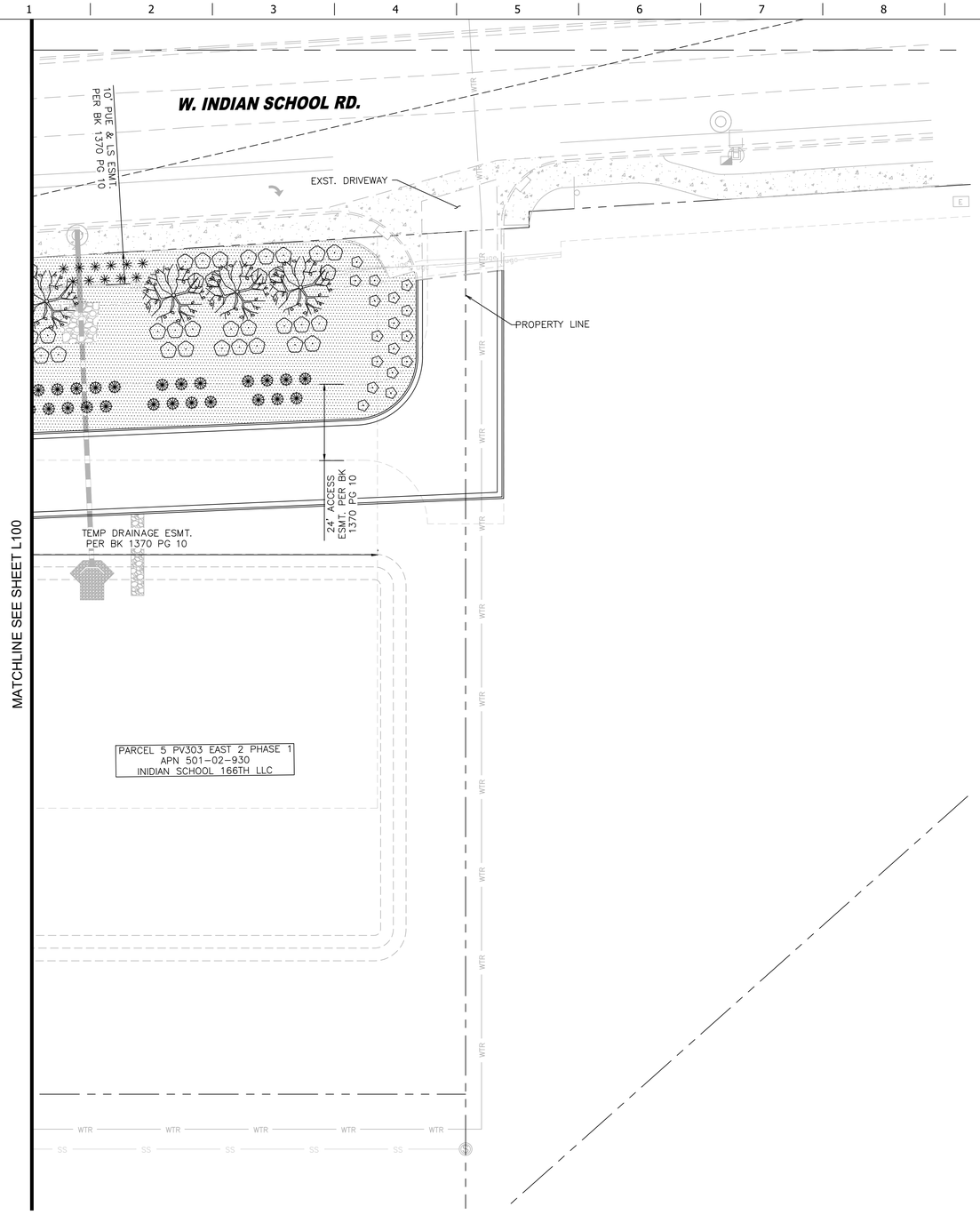
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PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
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LANDSCAPE PLANT MATERIALS

TREES		SIZE
	PHOENIX DOCTYIFERA DATE PALM	18' CLEAR WOOD MIN.
	CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE	24" BOX
	QUERCUS VIRGINIANA LIVE OAK	24" BOX
	ULMUS PARVIFLORIA EVERGREEN ELM	24" BOX
SHRUBS		
	ALOE BARBADENSIS ALOE VERA	5 GAL
	BOUGAINVILLEA SPECTABILIS 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL
	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION GRASS	5 GAL
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' LYNN'S LEGACY SAGE	5 GAL
	HESPERALOE PARVIFLORA 'PINK PARADE' PINK PARADE RED YUCCA	5 GAL
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL
GROUNDCOVER		
	LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL
	DECOMPOSED GRANITE - MOHOGANY 1/2" SCREENED - 2" DEPTH MIN.	

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
60494
ANDREW A. VALESTIN
Date Signed 5/29/24
ARIZONA U.S.A.

PROJECT NO.:291443030

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PHOENIX, ARIZONA 85020 (602) 944-5500

QuikTrip No. 1503

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GOODYEAR, AZ

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REVIEWED BY:	AAV

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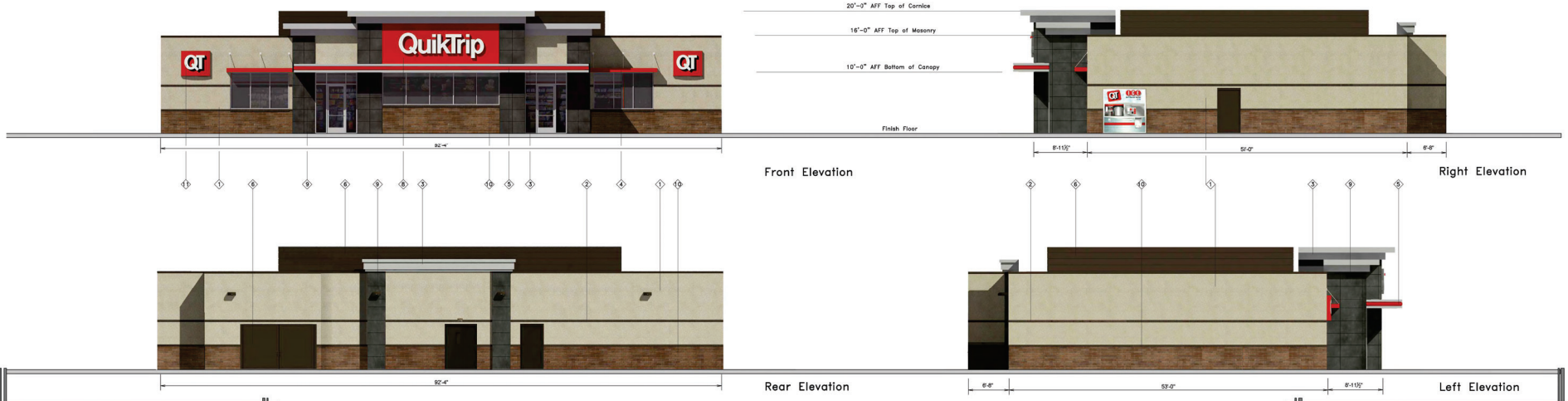
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PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
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QuikTrip

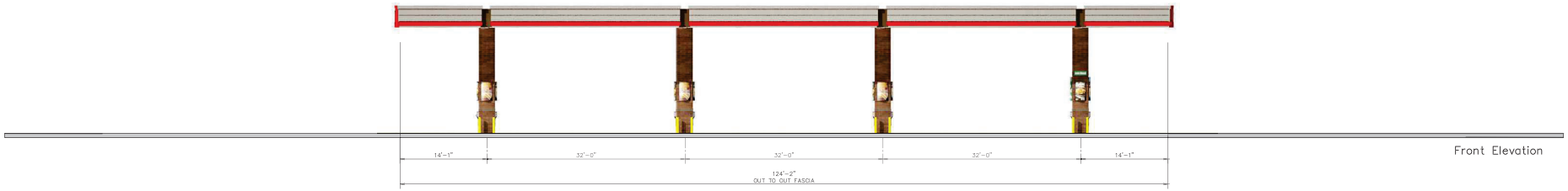
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
1503	G3SE Building Elevations	Indian School & Loop 303	Goodyear, AZ

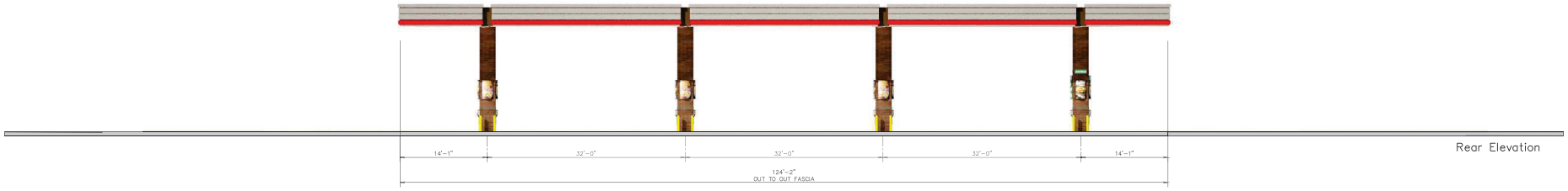
Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
05-1503-G3SE	1/8"=1'-0"	01.23.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	LIGHT BRICK	STG	A1000 BRK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN - WILLIAMS	METAL CANOPIES
5	RED POLYCARBONATE	ALLEN INDUSTRIES	NON ILLUMINATED BAND
6	DARK BRONZE	SHERWIN - WILLIAMS	METAL/PAINT
7	CL-44R	ALLEN INDUSTRIES	SIGNAGE
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	TILE	CROSSVILLE	FILM NOIR
10	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
11	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE



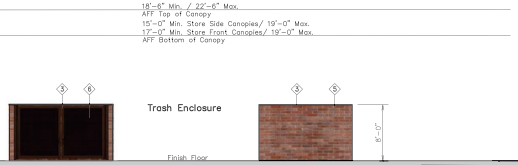
Front Elevation



Rear Elevation

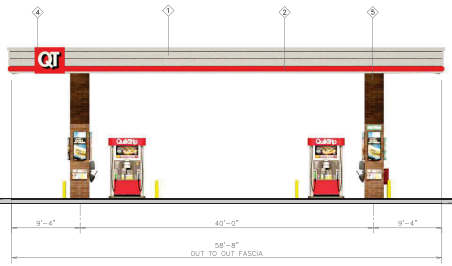


Left Elevation



Front Elevation

Side Elevation



Right Elevation

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

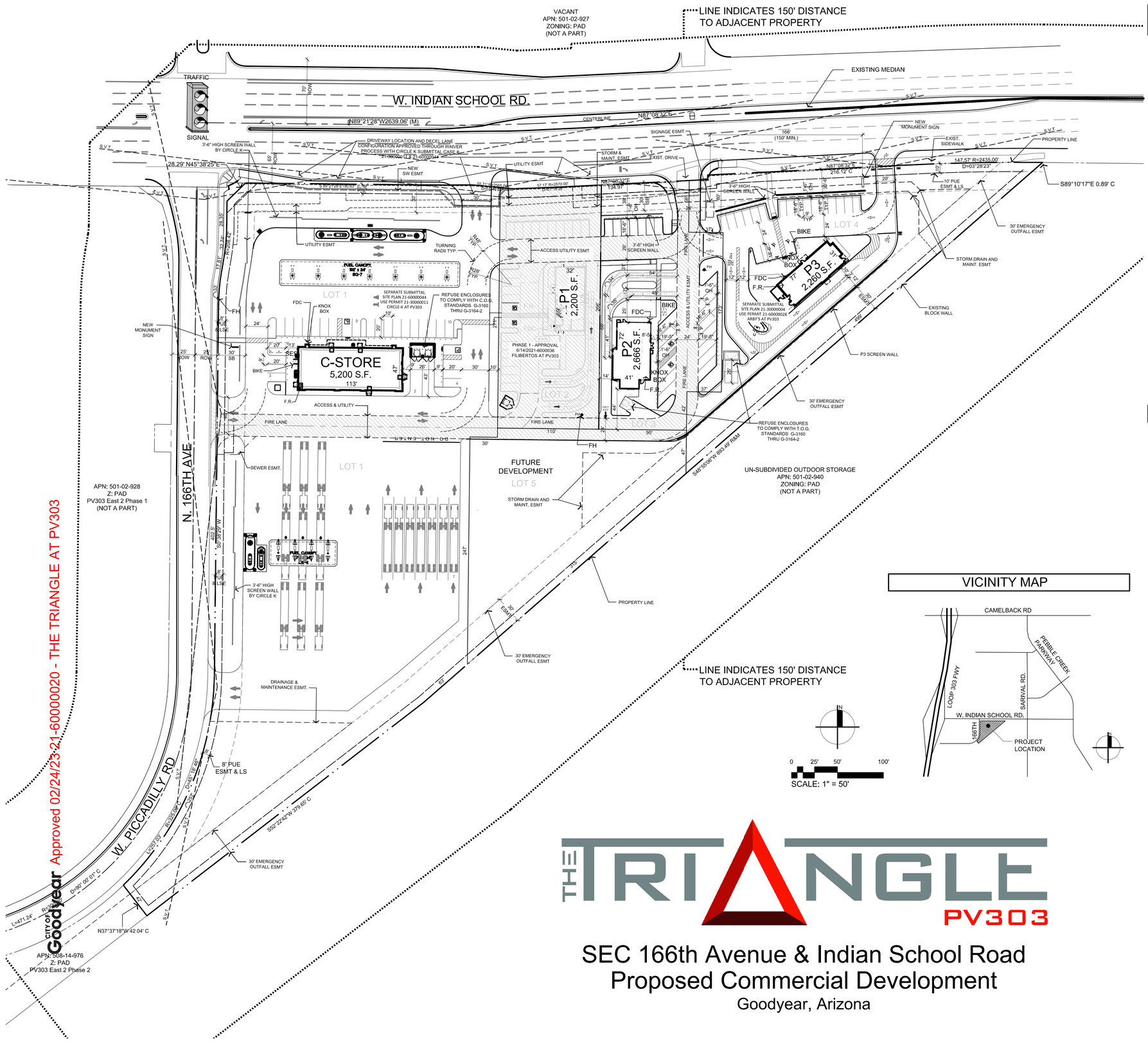
Store #		Address:	City, State:
1503	DS8 Canopy w/ Brick Columns	Indian School & Loop 303	Goodyear, AZ

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
05-1503-GD08	1/8"=1'-0"	01.22.24	JK	

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②	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	QC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
7	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303



VICINITY MAP

THE TRIANGLE PV303

SEC 166th Avenue & Indian School Road
Proposed Commercial Development
Goodyear, Arizona

CITY OF GOODYEAR SITE PLAN NOTES (EDS&PM 8.1.1.C)

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING.
   LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS, ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   City of Goodyear, Arizona Engineering Design Standards and Policies Manual
   Chapter 8 – Site Development 2017 Page 3 of 11
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS, ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

SITE PLAN GENERAL NOTES

1. ALL DRIVE-THRU USERS WILL REQUIRE A SEPARATE USE PERMIT APPROVAL.
2. THE TRIANGLE IS LOCATED WITHIN LIGHTING ZONE 2.
3. THE MINIMUM FIRE HYDRANT FIRE FLOW REQUIREMENTS FOR THIS PROPOSED PROJECT WILL BE THREE THOUSAND FIVE HUNDRED (3,500) GPM FOR TWO (2) HOURS. THE WATER SUPPLY SERVING THIS AREA WILL BE REQUIRED TO SUPPORT THIS AMOUNT, PLUS THE FIRE SPRINKLER AND STANDPIPE SYSTEM DEMAND, AND BE PART OF A LOOPED SYSTEM. THE AMOUNT CAN BE INCREASED BASED ON FINAL BUILDING SIZE, STORAGE METHODS, COMMODITIES, ETC. FLOW TESTING WILL BE REQUIRED TO DEMONSTRATE MEETING THIS REQUIREMENT.
4. WHEN THE SIZE OF A SINGLE BUILDING OR THE TOTAL SQUARE FOOTAGE OF MULTIPLE BUILDINGS EXCEED SIXTY-TWO THOUSAND (62,000) SQUARE FEET, A SECOND, SUFFICIENTLY SEPARATED ACCESS ROAD FOR THE DEVELOPMENT IS REQUIRED. THE ACCESS ROADS NEED TO BE SEPARATED BY A DISTANCE OF AT LEAST 1/2 OF THE DIAGONAL DISTANCE OF THE AREA SERVED. OSBORN ROAD WILL NEED TO BE COMPLETED BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED ON THE BUILDING.
5. FIRE HYDRANTS ARE REQUIRED TO BE PLACED SO THAT ALL EXTERIOR PORTIONS OF THE STRUCTURES ARE WITHIN FOUR HUNDRED (400) FEET HOSE LAY DISTANCE TO A FIRE HYDRANT. THE MAXIMUM DISTANCE BETWEEN FIRE HYDRANTS IS TO BE THREE HUNDRED (300) FEET. FIRE HYDRANTS WILL NEED TO BE SHOWN ON THE SITE PLAN FOR EVALUATION.
6. DRIVE AISLES WHERE FIRE HYDRANTS ARE LOCATED ARE REQUIRED TO BE A MINIMUM OF TWENTY-SIX (26) FEET WIDE. PROVIDE DIMENSIONS ON THE SITE PLAN IN ORDER TO VERIFY MEETING THIS REQUIREMENT.
7. FIRE APPARATUS MOVEMENT IS TO BE SHOWN ON THE SITE PLAN TO SHOW THAT FIRE APPARATUS WILL NOT IMPACT PARKED VEHICLES OR CURBING WHILE MANEUVERING. THE TURNING RADIUS IS TWENTY-EIGHT (28) FOOT INSIDE AND FORTY-EIGHT (48) FOOT OUTSIDE.
8. FIRE LANES ARE REQUIRED TO BE IDENTIFIED AND PROPERLY MARKED. THE SITE PLAN WILL NEED TO IDENTIFY THE FIRE LANES AND HOW THEY ARE TO BE MARKED USING SIGNAGE OR, IF APPROVED, RED PAINTED CURBING WITH WHITE LETTERING. SIGNAGE IS TO BE INSTALLED AT THE BEGINNING AND END OF EACH FIRE LANE WITH SIGNS SPACE NOT MORE THAN ONE HUNDRED (100) FEET APART.
9. ANY GATES INSTALLED ACROSS A FIRE APPARATUS ACCESS ROAD WILL REQUIRE A SEPARATE SUBMITTAL AND PERMIT. PROVIDE A NOTE ON THE SITE PLAN FOR ANY GATES, THAT SEPARATE PERMITS ARE REQUIRED. AUTOMATIC GATES WILL REQUIRE A TRAFFIC PRE- EMPTION DEVICE (OPTICOM) AND A KNOX KEY SWITCH FOR EMERGENCY OPERATION AT EACH LOCATION. THE TRAFFIC PRE- EMPTION DEVICE IS TO BE LOCATED SO THAT IT CAN "SEE" THE APPROACHING FIRE APPARATUS AND SIGNAL THE GATE TO OPEN. THE KNOX KEY SWITCH IS TO BE MOUNTED ON A PEDESTAL, APPROXIMATELY SIXTY-SIX (66) INCHES ABOVE GRADE, A MINIMUM OF TEN (10) FEET FROM THE GATE, AND ON THE DRIVER'S SIDE IN ORDER FOR THE DRIVER TO OPERATE THE SWITCH WITHOUT DISMOUNTING THE FIRE APPARATUS.
10. AN ELEVATION PLAN FOR THE STRUCTURE IS TO SHOW THE PROPOSED LOCATION OF THE BUILDING ADDRESS ON THE APPROACH SIDE OF THE BUILDING, ALONG WITH THE SIZE OF THE NUMBERS FOR EVALUATION. THE MINIMUM SIZE NUMBERS ARE TO BE TWELVE (12) INCHES HIGH WITH A TWO (2) INCH STROKE, MUST BE OF A CONTRASTING COLOR, AND MOUNTED HIGH ON THE BUILDING TO BE VISIBLE FROM THE STREET. BUILDINGS LOCATED FURTHER THAT SEVENTY-FIVE (75) FEET FROM STREET WILL REQUIRE LARGER NUMBERS. MULTIPLE ADDRESS LOCATIONS MAY BE REQUIRED ON SOME BUILDINGS.
11. ALL BUILDINGS WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED. NOTE THE FIRE SPRINKLER RISER LOCATIONS ON THE SITE PLAN IN ORDER TO EVALUATE ACCESS.
12. THE SITE PLAN IS TO SHOW THE LOCATION OF THE FIRE DEPARTMENT CONNECTIONS (FDC) FOR EVALUATION. THE FDC IS TO BE LOCATED ON THE APPROACH SIDE OF THE BUILDING AND WITHIN ONE HUNDRED FIFTY (150) FEET OF A FIRE HYDRANT.
13. KNOX BOXES ARE REQUIRED AT THE FRONT ENTRANCE OF ALL BUILDINGS AND AT ANY FIRE SPRINKLER RISER ROOM. KNOX BOXES WILL ALSO BE REQUIRED AT ANY DOOR TO AN INTERIOR ROOF ACCESS, ELECTRICAL ROOM, OR HAZARDOUS AREA. ADDITIONAL KNOX BOXES WILL BE REQUIRED FOR LARGE OR COMPLEX BUILDINGS.
14. ALL BUILDINGS ARE REQUIRED TO BE EVALUATED FOR EMERGENCY RESPONDER RADIO COVERAGE (ERRC) INSIDE THE BUILDING. AN ERRC SYSTEM MAY BE REQUIRED FOR BUILDINGS THAT DO NOT PROVIDE MINIMUM COVERAGE, AS SHOWN BY CERTIFIED TESTING. PROVIDE A NOTE ON THE SITE PLAN THAT AN ERRC SYSTEM MAY BE REQUIRED FOR THE BUILDING AND THAT ON-SITE, CERTIFIED TESTING IS REQUIRED WHEN CONSTRUCTION HAS BEEN COMPLETED BEFORE FINAL APPROVAL FOR A CERTIFICATE OF OCCUPANCY CAN BE PROVIDED. SHOULD TESTING SHOW THAT AN ERRC IS REQUIRED, FINAL APPROVAL FOR THE CERTIFICATE OF OCCUPANCY WILL NOT BE PROVIDED UNTIL THE SYSTEM IS INSTALLED, TESTED, AND APPROVED. SEPARATE SUBMITTALS AND PERMITTING IS REQUIRED FOR AN ERRC SYSTEM.
15. WHERE BUILDINGS ARE TOO LARGE TO MAINTAIN THE ONE HUNDRED FIFTY (150) FOOT HOSE LAY REQUIREMENT INSIDE A BUILDING, A CLASS 1 WET STANDPIPE SYSTEM MAY BE REQUIRED INSIDE THE BUILDING TO SUPPLEMENT INTERIOR COVERAGE TO SUPPORT SEARCH/RESCUE AND SUPPRESSION OPERATIONS. THE STANDPIPE SYSTEM IS TO BE PART OF THE AUTOMATIC FIRE SPRINKLER SYSTEM DESIGN. PROVIDE A NOTE ON THE SITE PLAN THAT CLASS 1 STANDPIPES, THAT ARE PART OF THE AUTOMATIC FIRE SPRINKLER SYSTEM, MAY BE REQUIRED TO BE INSTALLED INSIDE THE BUILDING.

PROJECT DATA

PROJECT TEAM

DEVELOPER:
INDIAN SCHOOL 166TH LLC.
7209 E. MCDONALD DR.
UNIT 47
SCOTTSDALE, ARIZONA 85250
PH: 602-390-6838
CONTACT: T.A. SHOVER
EMAIL: Tashover@cox.net

ARCHITECT:
BUTLER DESIGN GROUP
5017 E WASHINGTON ST.
SUITE 107
PHOENIX, AZ 85034
PH: 602-957-1800
CONTACT: RICK BUTLER
E-MAIL: RButler@butlerdesigngroup.com

LANDSCAPE:
LASKIN & ASSOCIATES
67 E. WELDON AVE.
SUITE 230
PHOENIX, ARIZONA 85012
PH: (602) 840-7771
CONTACT: HARDY LASKIN
E-MAIL: Hardy@laskindesign.com

CIVIL:
ATWELL, LLC.
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PH: 480-218-8831
CONTACT:CASEY PENNINGTON
E-MAIL:cpennington@atwell-group.com

QUARTER SECTIONS:

A PORTION OF THE NORTH HALF OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

BENCHMARK

CITY OF GOODYEAR BRASS CAP, IN MANHOLE LOCATED AT THE INTERSECTION OF SARIVAL AVENUE AND CAMELBACK ROAD, ALSO BEING THE NORTHEAST CORNER OF SECTION 24,T2N,R2W. CITY OF GOODYEAR BM#G3703.
ELEVATION= 1062.85 FEET NAVD 88 DATUM (HELD)
ELEVATION= 1061.12 FEET NAVD 29 DATUM (HELD)
SECONDARY BENCHMARK:
CITY OF GOODYEAR BRASS CAP IN MANHOLE LOCATED AT THE INTERSECTION OF INDIAN SCHOOL ROAD AND COTTON LANE, ALSO BEING THE NORTHEAST CORNER OF SECTION 24, T2N, R2W, CITY OF GOODYEAR BM#G3704
ELEVATION= 1066.99 FEET NAVD 88 DATUM

SITE DATA

ZONING:	PV 303 PAD
APN#(s):	501-02-929, 501-02-930, 501-02-931, 501-02-932
PUC:	0022
SECTION:	25
TOWNSHIP:	2N
RANGE:	2W
LIGHTING ZONE:	2
TOTAL NET SITE AREA:	341,879 S.F. (7.8 AC.)

BUILDING DATA

TOTAL BUILDING AREA:	16,934 S.F.
COVERAGE (50% MAX):	16,934 S.F. / 341,879 S.F. = 5%
MAX. BUILDING HEIGHT:	56'-0" FT

PARKING DATA

RETAIL (C-STORE): 1 SPACE PER 300 SF (5,200/300)	17 SPACES
RESTAURANT; 1 PER 50 SF/INDOOR DINNING, (7,126*.35/50)	49 SPACES
RESTAURANT; 1 PER 150 SF/KITCHEN/SERV. (7,126*.65/150)	31 SPACES
TOTAL PARKING REQUIRED:	97 SPACES
TOTAL PARKING PROVIDED:	98 SPACES
ADA PARKING REQUIRED:	4 SPACES
ADA PARKING PROVIDED:	9 SPACES
BICYCLE PARKING REQUIRED:	11 SPACES
BICYCLE PARKING PROVIDED:	11 SPACES

SITE ABBREVIATIONS

AC = ACRE
AVG. = AVERAGE
BIKE = BIKE PARKING
CONC. = CONCRETE
DG = DECOMPOSED GRANITE
D.I.D. = DRIVE IN DOOR
DS = DOWN SPOUT
D/W = DRIVE WAY
FDC = FIRE DEPARTMENT CONNECTION
FH = FIRE HYDRANT
FS = FIRE LANE SIGNAGE 100' MAX
H. = HIGH
LN. = LINE
LS = LANDSCAPE
LS / RTN. = LANDSCAPE AND RETENTION
O.H. = OVERHANG (PARKING)
O.H.D. = OVERHEAD DOOR
MIN. = MINIMUM
ROW = RIGHT OF WAY
RTN = RETENTION
S.F. = SQUARE FEET
SP = SPACE
SW = SIDEWALK
TYP. = TYPICAL
V.T. = VISIBILITY TRIANGLE
W/ = WITH
W.T. = WATER LINE
W.L.E = WATER LINE EASEMENT
WP = WALL PACK
XFRM = TRANSFORMER

SITE LEGEND

FH — FIRE HYDRANT
FDC — FIRE DEPARTMENT CONNECTION
45' FTT / 30' FTT — FIRE TURNING RADIUS, TYP ALL

NOTE:
ALL LIGHTING SHALL BE SCREENED IN A DOWNWARD DIRECTION AND DIRECTED AWAY FROM ADJACENT PROPERTIES AND STREETS

SITE LEGEND

- PROPERTY / RIGHT OF WAY (ROW) LINE
- PUE EASEMENT
- DEVELOPMENT EASEMENTS
- LANDSCAPE SETBACK
- ROAD CENTERLINE
- 150' ADJACENT PROPERTY DISTANCE
- PHASE 1 - APPROVAL 6/14/2021-6000036 FILIBERTOS AT PV303

SEPARATE SUBMITTALS:
- SITE PLAN 21-60000044 USE PERMIT 21-30000011 CIRCLE-K AT PV303
- SEPARATE SUBMITTAL- SITE PLAN 21-30000004 USE PERMIT 21-60000028 ARBY'S AT PV303

01-11-2023
19123-ST20

REGISTERED ARCHITECT CERTIFICATE NO. 22417 RICHARD R. BUTLER Date Signed 01-11-2023 ARIZONA, U.S.A.

Butler Design Group, Inc
architects & planners

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

Use Permit for Convenience Use (Convenience Store with Gas Station)

QuikTrip at the Triangle

Location

SEC OF N 166TH AVENUE AND W INDIAN SCHOOL ROAD

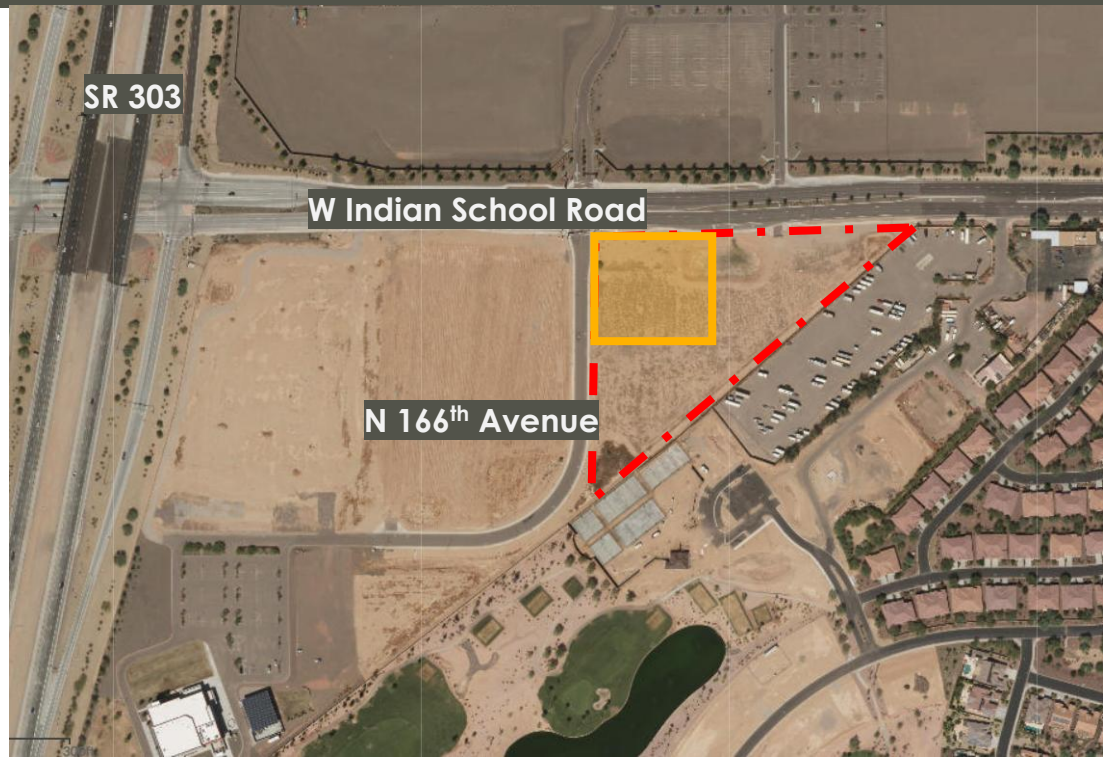
- Business and Commerce General Plan designation
- Zoned PAD (Planned Area Development), underlying C-2 (General Commercial)
- Within Luke AFB 65 DNL

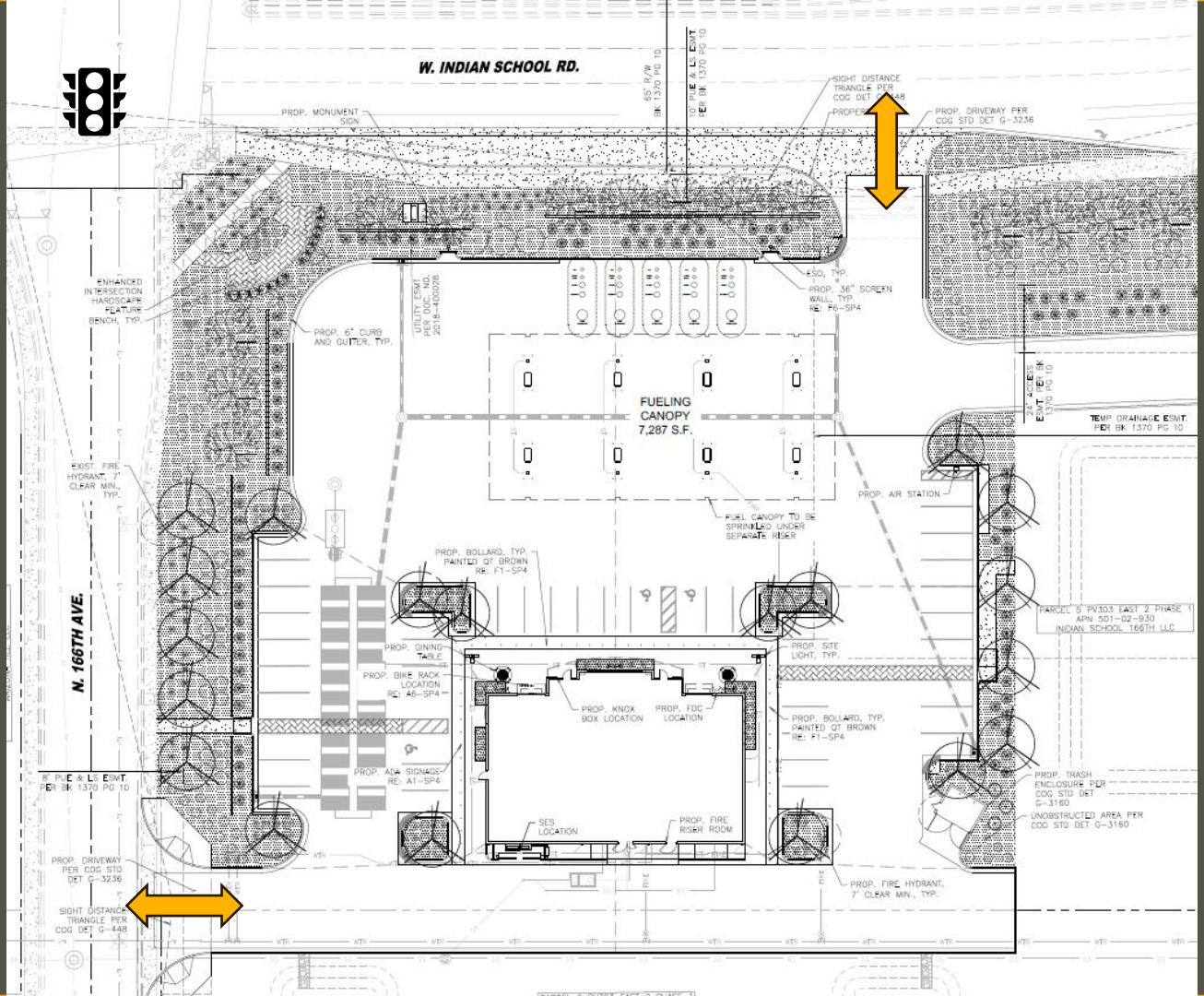


Location

SEC OF N 166TH AVENUE AND W INDIAN SCHOOL ROAD

- Approx. 1.82-acre site
- Approved Master Site Plan – The Triangle




W. INDIAN SCHOOL RD.
N. 166TH AVE.
PROP. MONUMENT SIGN
SIGHT DISTANCE TRIANGLE PER COG DET G-448
PROP. DRIVEWAY PER COG STD DET G-3236
ENHANCED INTERSECTION HARDSCAPE FEATURE
BENCH, TYP.
PROP. 6" CURB AND GUTTER, TYP.
PROP. 36" SCREEN WALL, TYP. RE: P6-SP4
FUELING CANOPY 7,287 S.F.
FUEL CANOPY TO BE SPRINKLED UNDER SEPARATE RISER
PROP. AIR STATION
TEMP. DRAINAGE ESMT. PER BK 1370 PG 10
EXIST. FIRE HYDRANT, 7' CLEAR MIN., TYP.
PROP. BOLLARD, TYP. PAINTED OT BROWN RE: F1-SP4
PROP. DINING TABLE
PROP. BIKE RACK LOCATION RE: A6-SP4
PROP. KNOX BOX LOCATION
PROP. FDC LOCATION
PROP. SITE LIGHT, TYP.
PROP. ADA SIGNAGE RE: A1-SP4
SES LOCATION
PROP. FIRE RISER ROOM
PROP. TRASH ENCLOSURE PER COG STD DET G-3160
UNOBSTRUCTED AREA PER COG STD DET G-3180
PROP. FIRE HYDRANT, 7' CLEAR MIN., TYP.
PROP. DRIVEWAY PER COG STD DET G-3236
SIGHT DISTANCE TRIANGLE PER COG DET G-448
8' PUE & LS ESMT. PER BK 1370 PG 10
PARCEL 5 PV30.3 EAST 2 PHASE 1 APN 501-02-930 INDIAN SCHOOL 166TH LLC

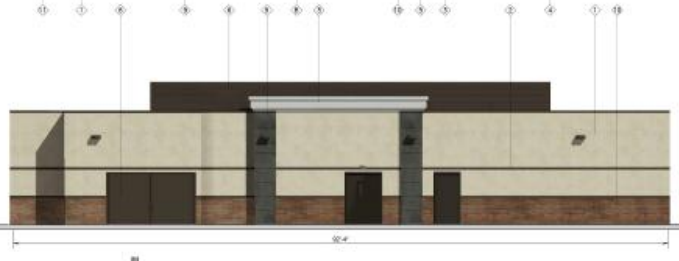




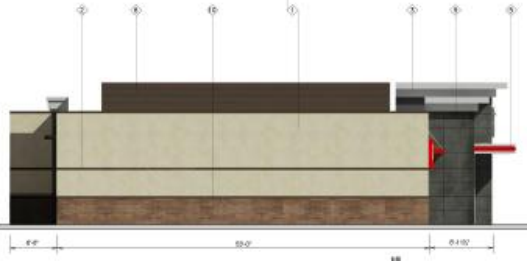
Front Elevation



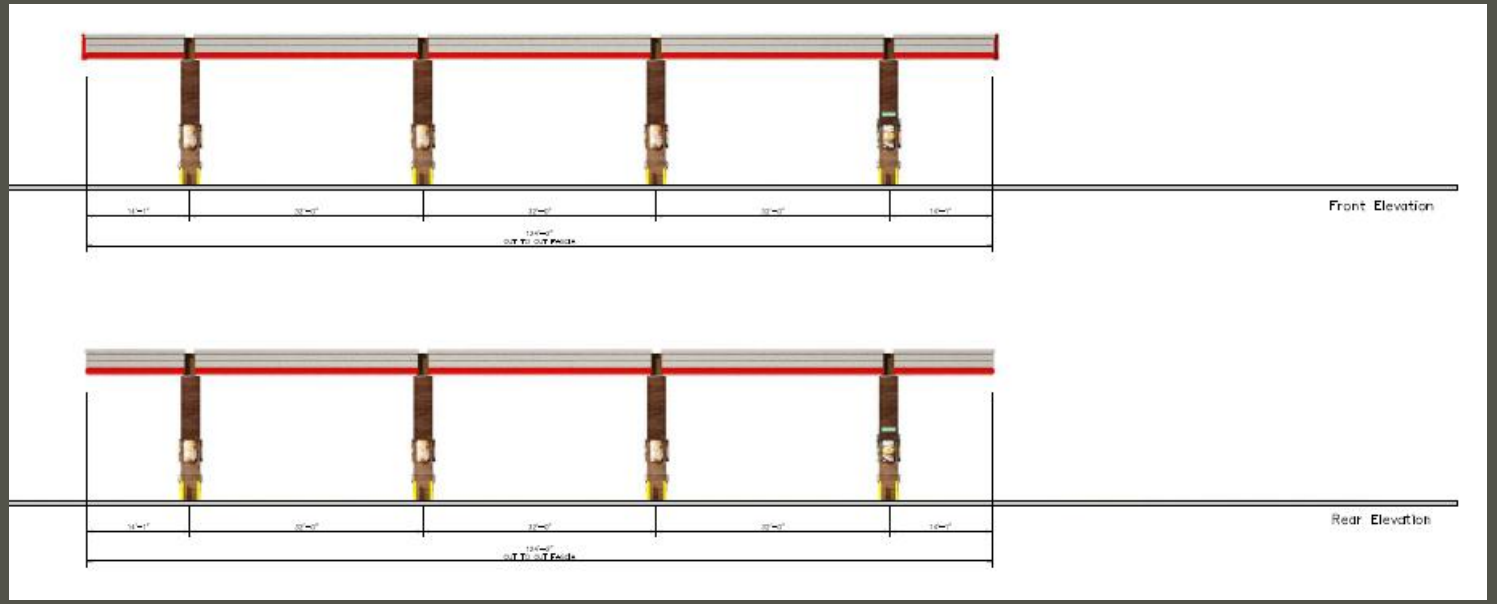
Right Elevation



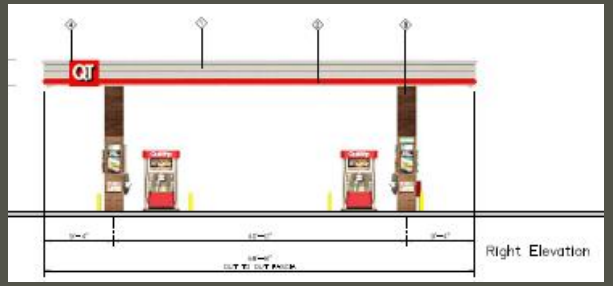
Rear Elevation



Left Elevation


Front Elevation
Rear Elevation


QT
Left Elevation


QT
Right Elevation

Public Participation

CITIZEN REVIEW AND PUBLIC HEARINGS

- Citizen Review and Public Hearing processes were followed
  - Applicant neighborhood meeting – May 22nd
    - Approx. 100 attendees
  - Citizen Review Meeting – May 29th
    - Approx. 26 attendees
- To date, staff has received 16 emails from residents
  - In Favor – 4
  - In Opposition – 12
- Concerns: Lighting, noise, traffic, crime, environmental, health, hours of operation, truck stop/ semi-truck services expansion

C-2 General Commercial Zoning

PERMITTED USES

- Automotive repair and upholstering
- Banks
- Bus terminals
- Business and professional offices
- Funeral homes
- Retail
- Restaurants w/out drive through (Use Permit required if within 500 ft. of residential)
- Massage/ tattoo/ body piercing establishment
- Parking lots
- Pawn shops


W Indian School Road
proposed QT
Filiberto's
N 166th Avenue
Approx. 240 feet
Approx. 700 feet

Recommendation

APPROVAL SUBJECT TO STAFF STIPULATIONS

- Application complies with city requirements
- Planning and Zoning recommended approval (6-1)
- Stipulations
  - Prohibit truck stop/travel center facilities and services
  - Prohibit on-site semi-truck parking and overnight parking accommodations




CITY OF
Goodyear



QuikTrip

SEC 166th Avenue & Indian School Road

City Council

Who is QuikTrip?

Experienced and high quality operator for over 56 years

QT has over 1080 stores nationwide, all of which are 24/7 – for good reason

Best practices for safe and secure stores through design, operations, visibility, lighting, cameras, internal security systems, staffing, training, and relationships with first responders

Best practices for environmental design, equipment, testing, and operations

Site Overview



- Approved C-2 – not rezoning (Use Permit only)
- On the noisy side of LAFB's 65 Ldn
- 700'+ separation from nearest home
- Appropriate & needed development near the 303, across the street from UPS Hub, and future commercial uses


QT
QuikTrip

Concerns Heard & Addressed:

- Truck stop – No 18-wheeler fueling, parking, or services
- Traffic – Minimal new traffic & abundant street capacity as confirmed by Lokahi Traffic Engineering
- Proximity to Residential – Closest home about 3 football fields away, which is greater separation than many other convenience store locations
- Noise – On the noisy side of LAFB's 65 Ldn, proximate to the 303, across the street from the UPS Hub, located within a future commercial center, and determined by Acoustical Consulting Services that noise levels within the nearest neighborhood will be compliant with most stringent noise standards in the country
- Lighting – No light trespass as confirmed by QT's Photometric Study Prepared by Professional Engineers
- Safety (crime, loitering, etc.) – best in class practices for safe and secure stores through design, operations, visibility, lighting, cameras, internal security systems, staffing, training, and relationships with first responders
- Environmental (pollution, air quality, fumes, trash, fires/explosions, etc.) – best-in-class equipment, policies, and procedures

24/7 Hours of Operations – For Good Reason

Adjacent existing and future uses are/could be 24/7

QT has over 1080 stores nationwide, all of which are 24/7

Being open 24/7 allows for:

- 24/7 surveillance of the Site
- A Safe Space for at-risk youth and threatened individuals
- A place for first responders to visit and work at any time
- Consistency of product and offer for all customers, regardless of time of day or location

Neighborhood Outreach

- **Notice letters from City to 500’ owners of record**
- **Voluntary Neighborhood Meeting at Pebble Creek**
- **Neighborhood Meeting at Goodyear City Hall**
- **Ongoing community outreach**
- **Over 680 letters supportive of this QT from Goodyear residents**

Example Support Letter

Dear Goodyear City Council,

QuikTrip has a reputation for incredible customer service, a wonderful variety of prepackaged and fresh foods, competitive gas prices, and a clean store, inside and out.

I understand that QuikTrip is looking to build a new store at the southeast corner of 166th Ave and Indian School in Goodyear. I support QT's request for use permit P24-00152, to allow a convenience store at this location.

QuikTrip is a strong company and community partner that will bring jobs to the area and a new, convenient option for drivers, nearby students, and residents.

Please join me in support!

Why QT?



- High-end, Best-In-Class, reputable company
- Safe, clean, and well-monitored (inside and out)
- Awards for excellence in friendly service and product quality
- Excellent corporate citizen – gives back to community
- More than just a place to get fuel: freshly prepared food, specialty coffees, ice teas, smoothies, ice cream, etc.
- Job creation - will employ dozens of workers
- Will provide significant sales & other tax revenues to the City and State
- Less new trips on the road compared to many other commercial uses

Request City Council’s Approval in Accordance with Planning Commission and Staff’s Recommendations

Thank you!

Traffic

Trip Generation - 24 Hours

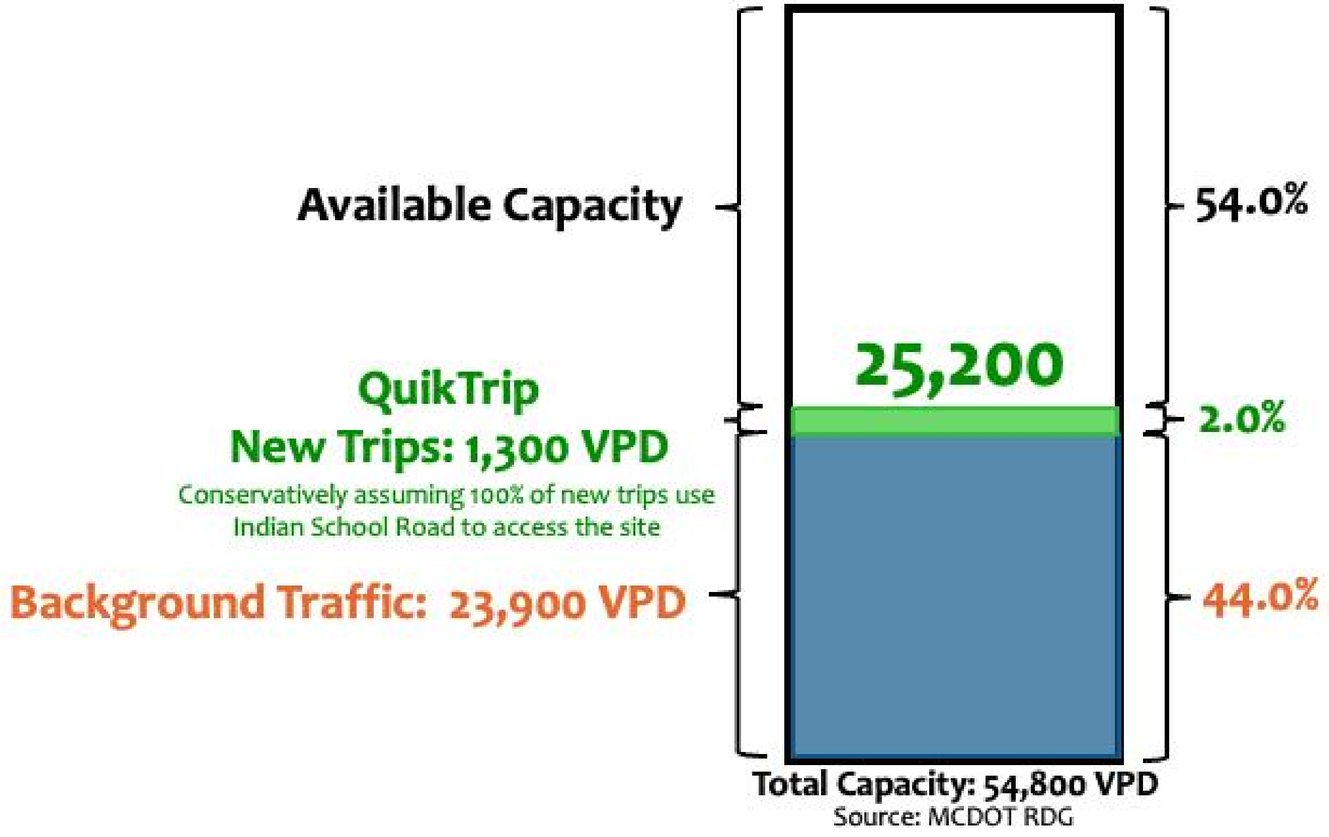
The majority (75%+) of the trips generated by the site are already on the road.

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Convenience Store/Gas Station (5.5-10k)	945	16	Vehicle Fueling Positions	5,532	506	253	253	430	215	215
Pass-By				4,170	384	192	192	322	161	161
Total				1,362	122	61	61	108	54	54

Indian School Road

With Proposed Development

Total Capacity: 54,800 VPD





Chandler Blvd & McQueen Rd – Real Life Case Study



2022 - Before QT

52,800 vpd

2023 - Post QT

53,375 vpd

+575 vpd (1.09%)

Fast-Food without Drive-Thru

Trip Generation Comparison

	Weekday	AM Peak Hour	PM Peak Hour
Fast-Food w/o Drive-Thru	2,252	216	166
QuikTrip	1,362	122	108
Difference	890	94	58
Percent Difference	40%	44%	35%

40% Fewer Trips

Coffee/Donut Shop with Drive-Thru

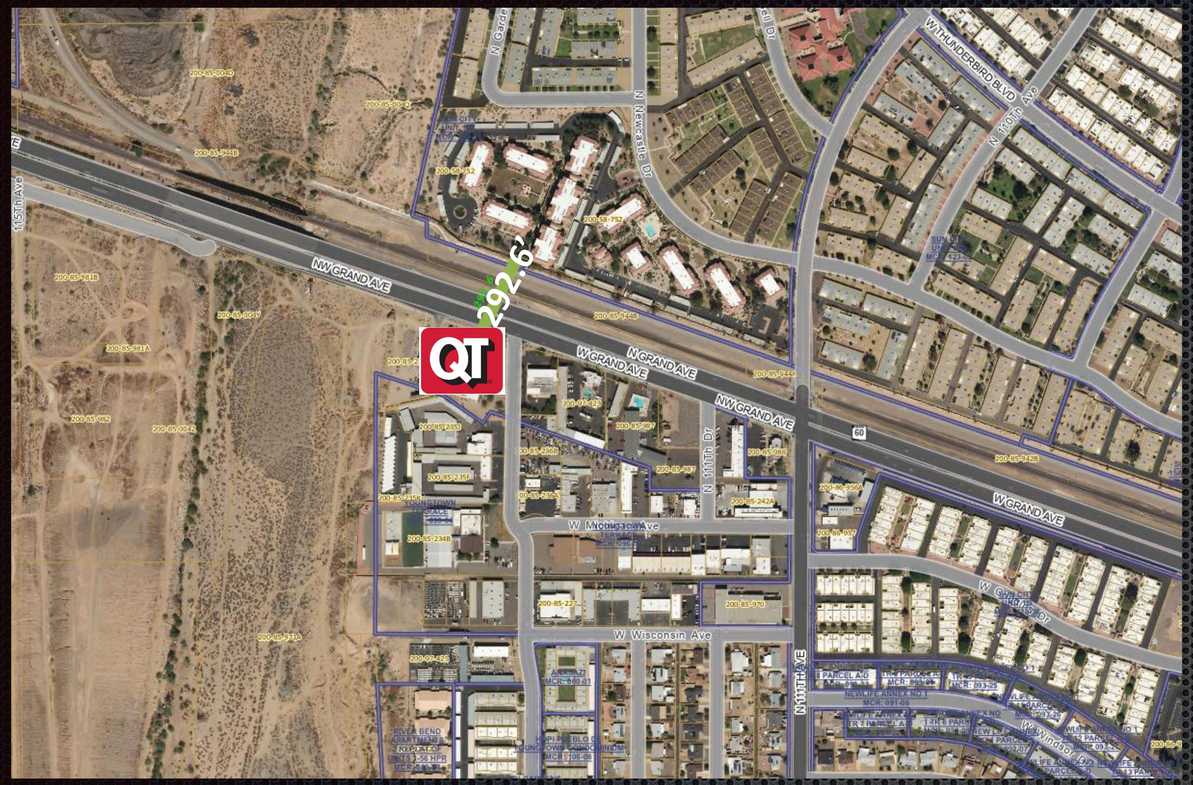
Trip Generation Comparison

	Weekday	AM Peak Hour	PM Peak Hour
Coffee/Donut Shop with Drive-Thru	2,668	429	195
QuikTrip	1,362	122	108
Difference	1,306	307	87
Percent Difference	49%	72%	45%

49% Fewer Trips

Proximity to Residential

QT Locations – Near 55+ Communities



11309 NW Grand Ave Youngtown (#0468)



11420 W Bell Road Surprise (#0494)

QT Locations – Near Residential Communities



9910 W Camelback, Phoenix (#0448)



150 N Avondale Blvd, Avondale (#1424)
Less than 200’ from nearest community



Less than 100’ from nearest community

13067 W Thomas Road, Avondale (#0423)
Less than 300’ from nearest community



575 N Estrella Pkwy, Goodyear (#1401)
Less than 100’ from nearest community

Noise

Noise Study Findings – Acoustical Consulting Services

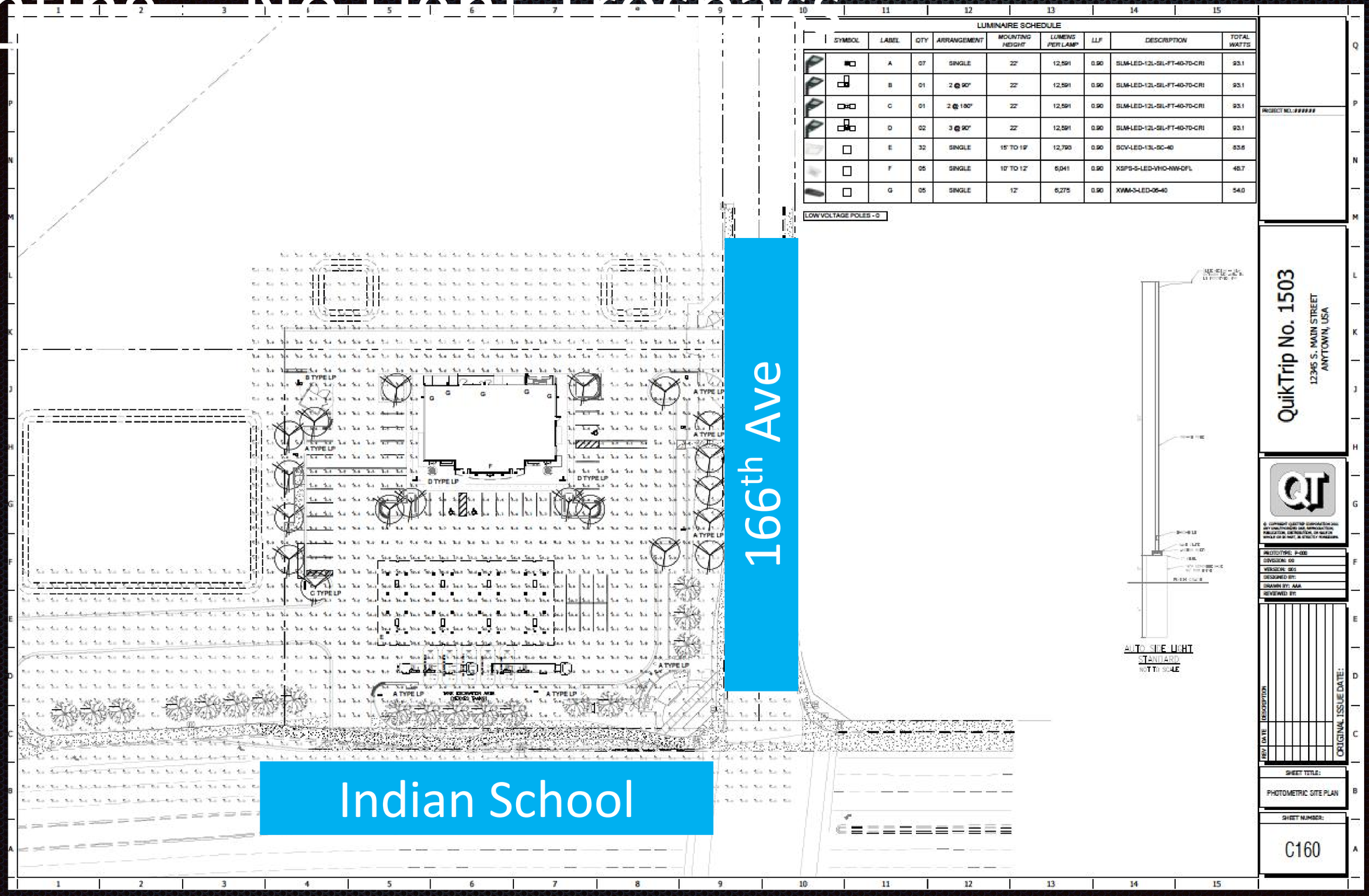
The area is impacted by Loop 303 noise, 100s of heavy trucks from the UPS Hub, and periodic F35 jet noise

“Noise sources from the proposed QuikTrip *would be similar to most other commercial uses*”

“Potential noise levels at the closest residential properties *should easily be quieter than the recommended design goal limit* of 45 dba. This level *would comply with every municipal noise level limit* I am aware of throughout the entire country.”



Lighting – No Light Trespass



Safety

Security & Safety - Policies & Training

With over 1080 Stores, QT has fined-tuned security practices and procedures

Proposed QT is **not** a truck stop & has no semi-truck fueling or parking

20-25 exterior security cameras cover nearly the entire site & interior cameras covering the entire store

Real-time monitoring by in-store employees and QT's central security department

QT Policy: Friendly, Fair, Firm

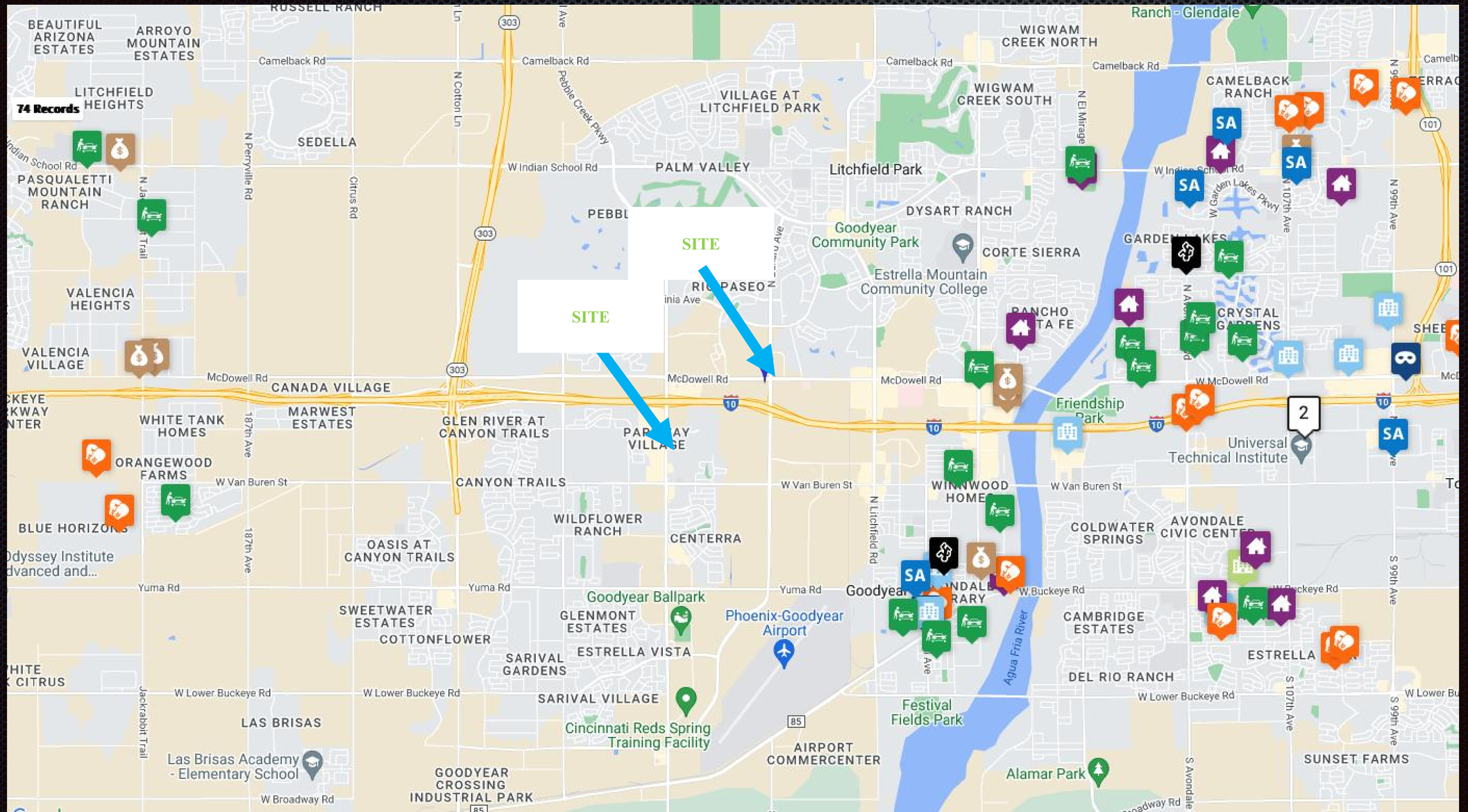
Staff is trained to prevent and deal with issues such as loitering and theft

Strict policies on alcohol and tobacco

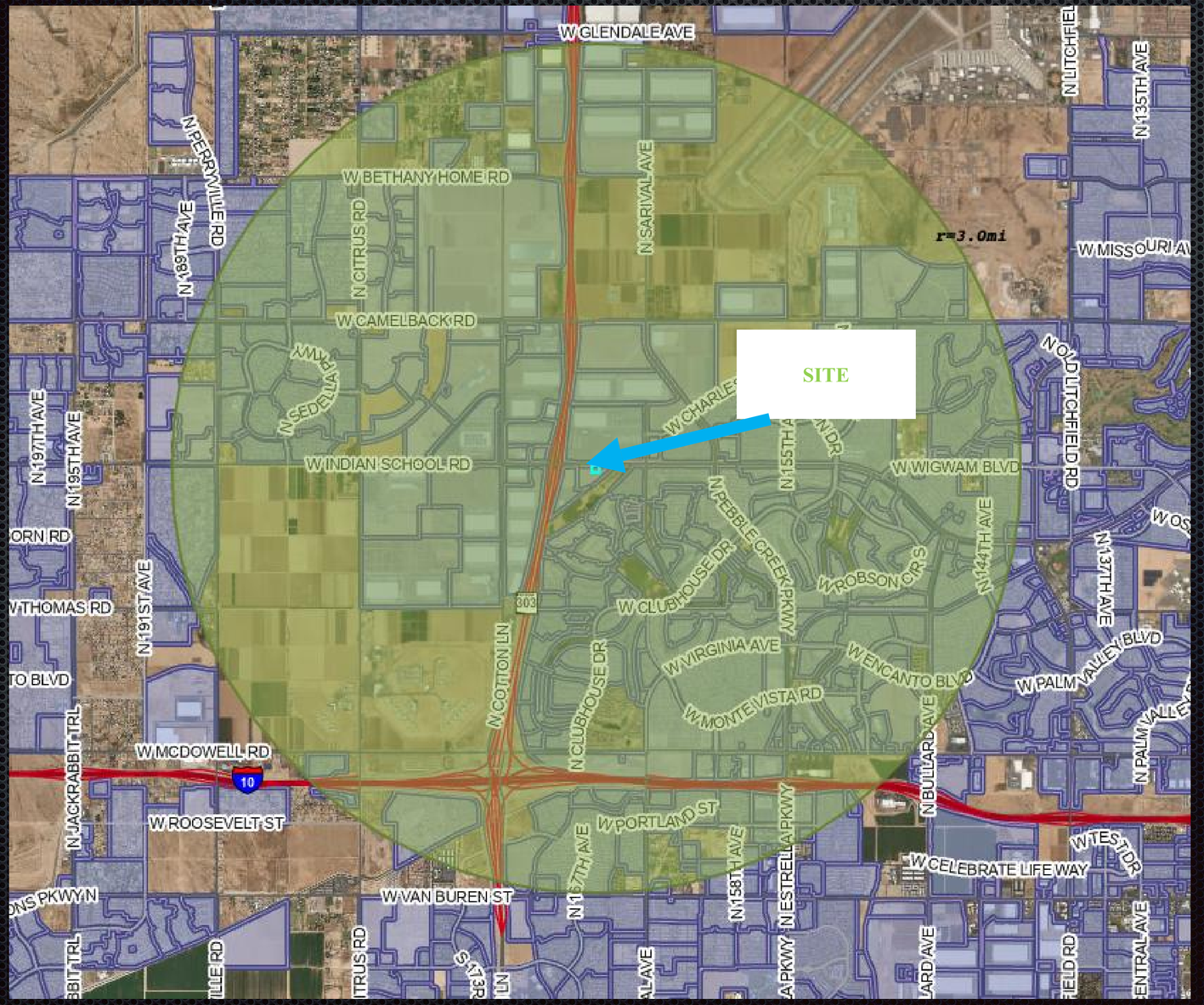
QT coordinates regularly with local police & provides a visible location for officers to work (reports, calls, other communications)

Stores are designated as ***Safe Places for At-Risk Youth*** through partnership with Safe Place (https://www.nationalsafeplace.org/)

Community Crime Map – Goodyear QTs are Not High Crime Locations



Trade Area – 3 Miles





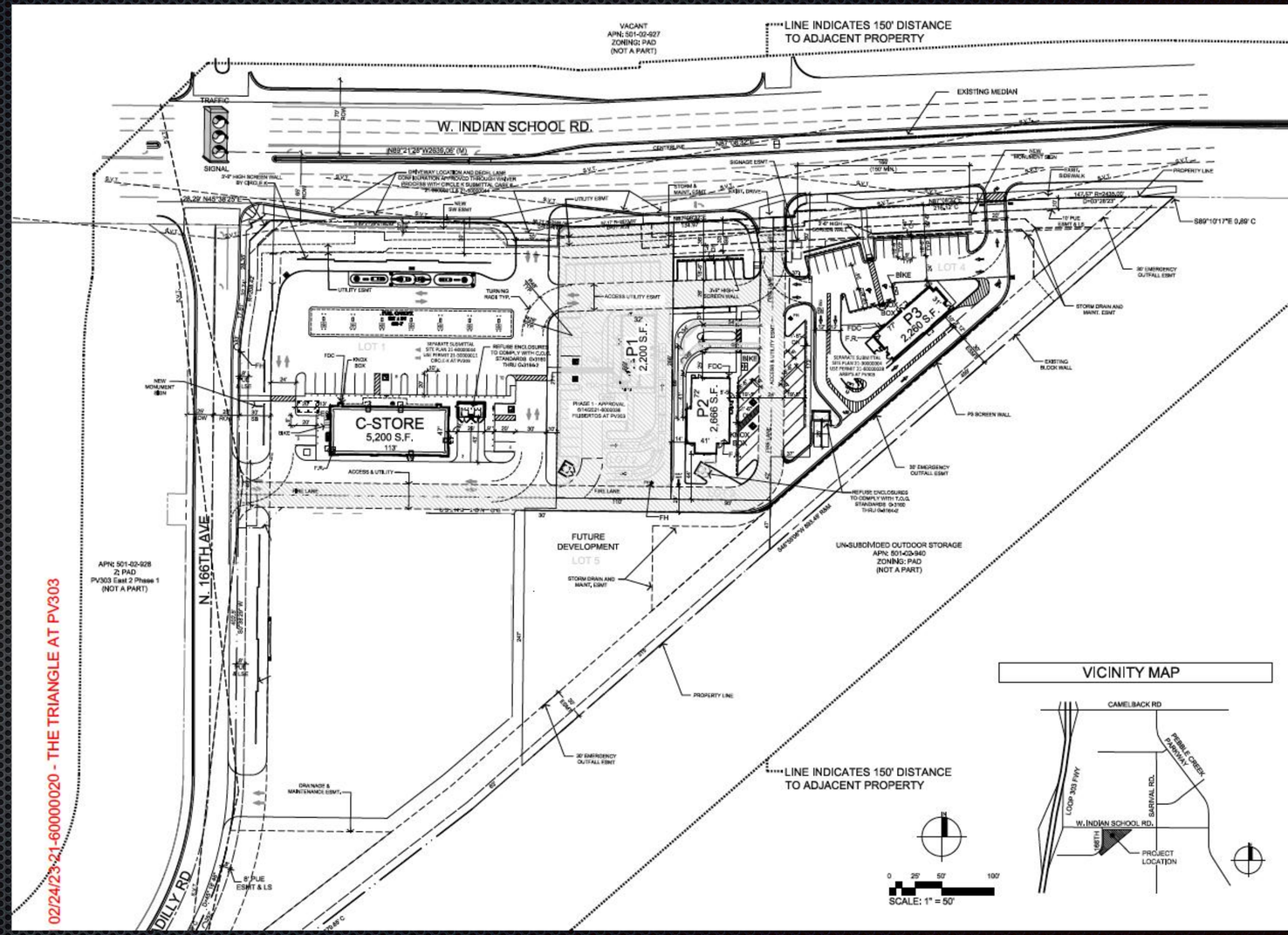
Existing Zoning and Permitted Uses

Luke Airforce Base Noise Contours



Existing Zoning & Master Site Plan

- Part of the 2008 PV303 PAD
- Designated for C-2 uses
- Site designated industrial/commercial on Goodyear's General Plan since at least 1998



Several of the following C-2 Permitted Uses could be built on the Site - Many would require similar/more delivery trucks than a QT & may operate 24/7

Auto repair

Retail

Grocery Store

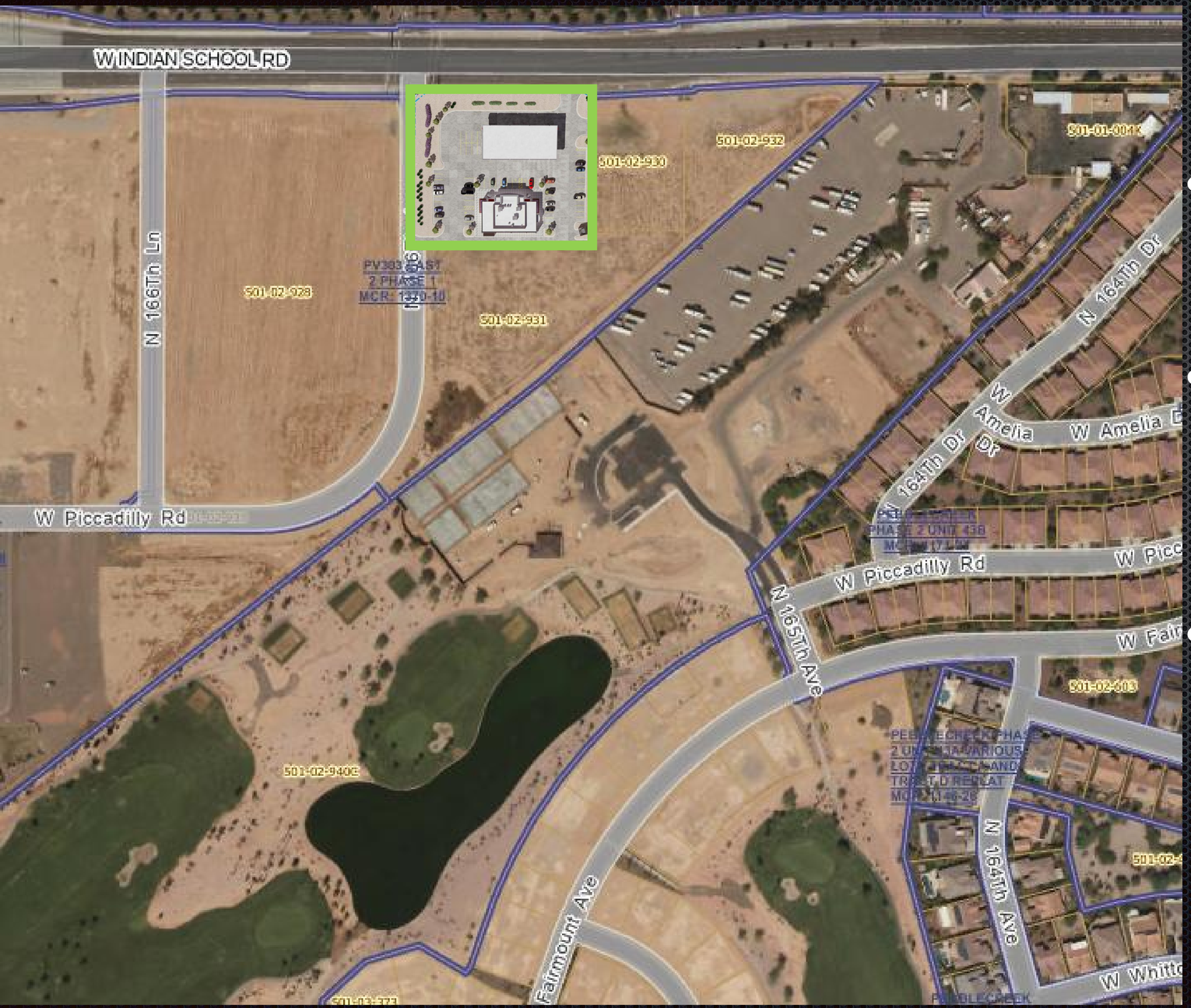
Drive Thru Restaurant

Drug Store

Request:

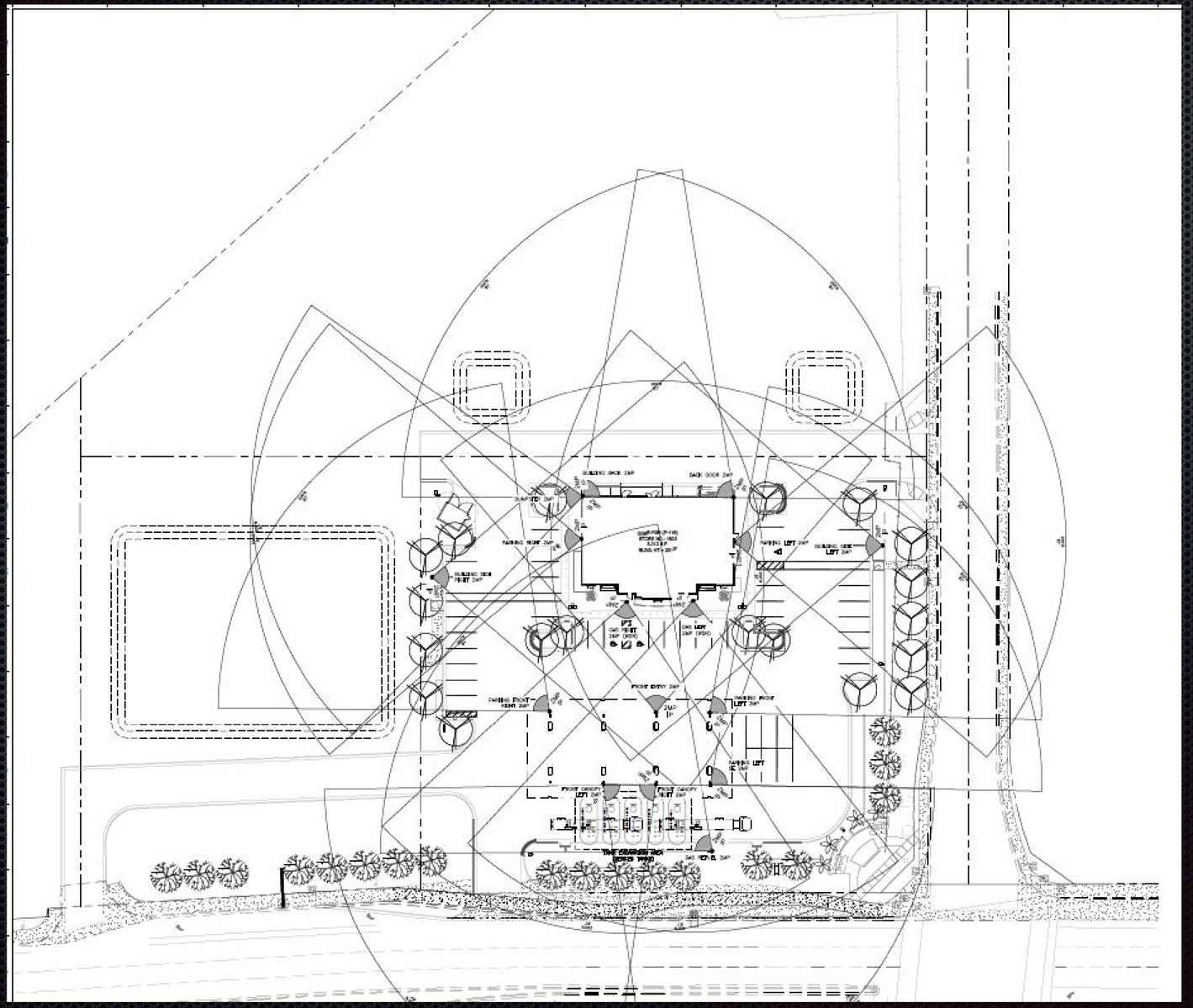
Use Permit for a convenience use

Thoughtful Planning



- Landscape buffers on all perimeters of QT's site
- Fuel pumps located approximately 850 feet from nearest single-family home
- Sensible high-quality development for a commercial site near the Loop 303 freeway

Security & Safety – Security Cameras



Goodyear Use Permit Criteria - #1

The proposed QT 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.

- Appropriate commercial use considering freeway proximity and surrounding uses
- Nearest home is over 700 feet from the Site
- Low traffic generating compared to other C-2 uses
- Noise study concluded that QT will be below the recommended levels

Goodyear Use Permit Criteria - #2

The proposed QT is compatible with the uses permitted in the surrounding area

- Less intense than industrial uses north of Indian School
- Compatible with future commercial uses adjacent to the Site (including adjacent Filberto's)
- Appropriate "neighborhood commercial" use for nearby residential

Supported by the General Plan

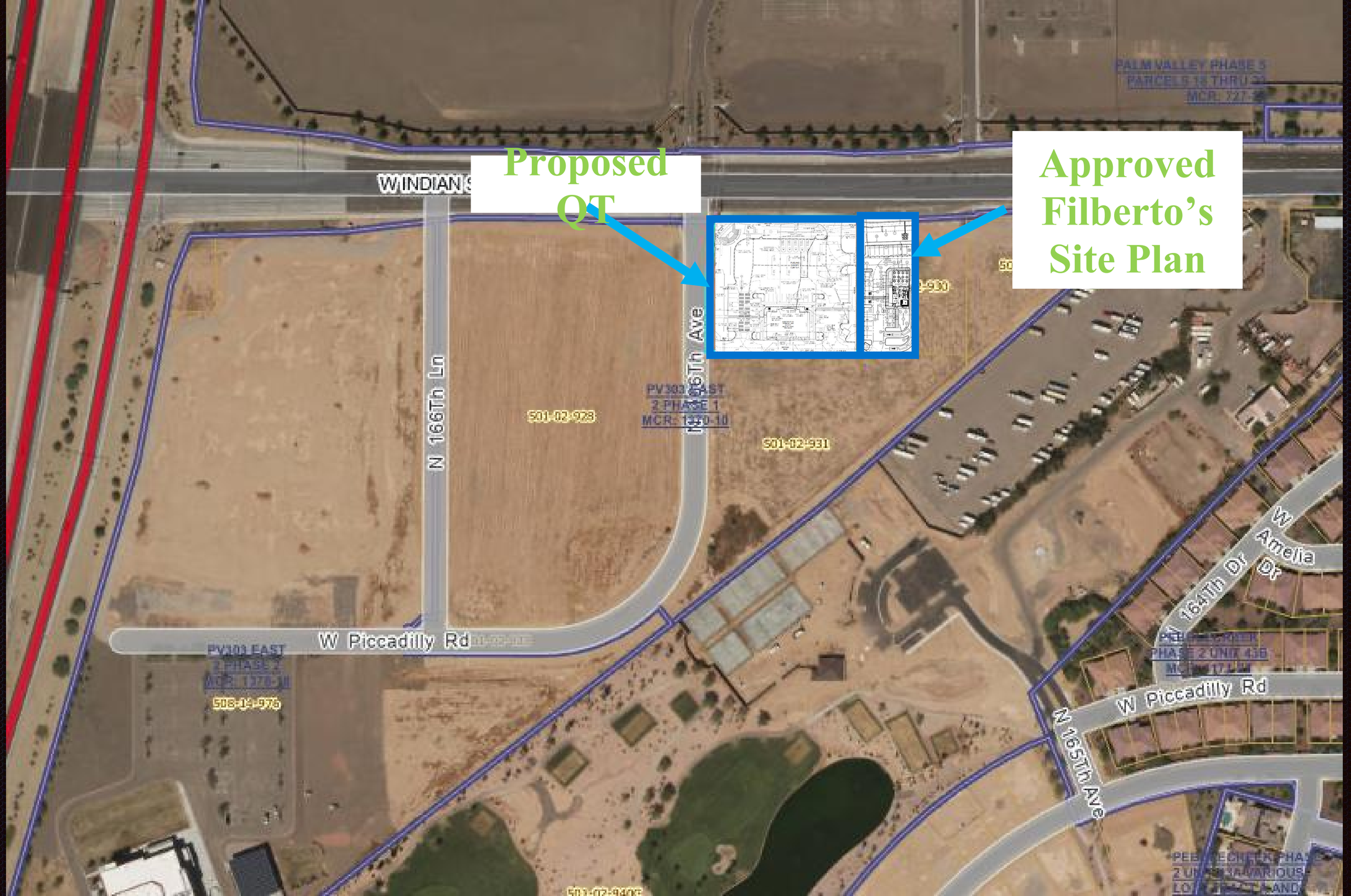
Site has been designated as Industrial or Commercial since 1998

Supported by the following goals & policies:

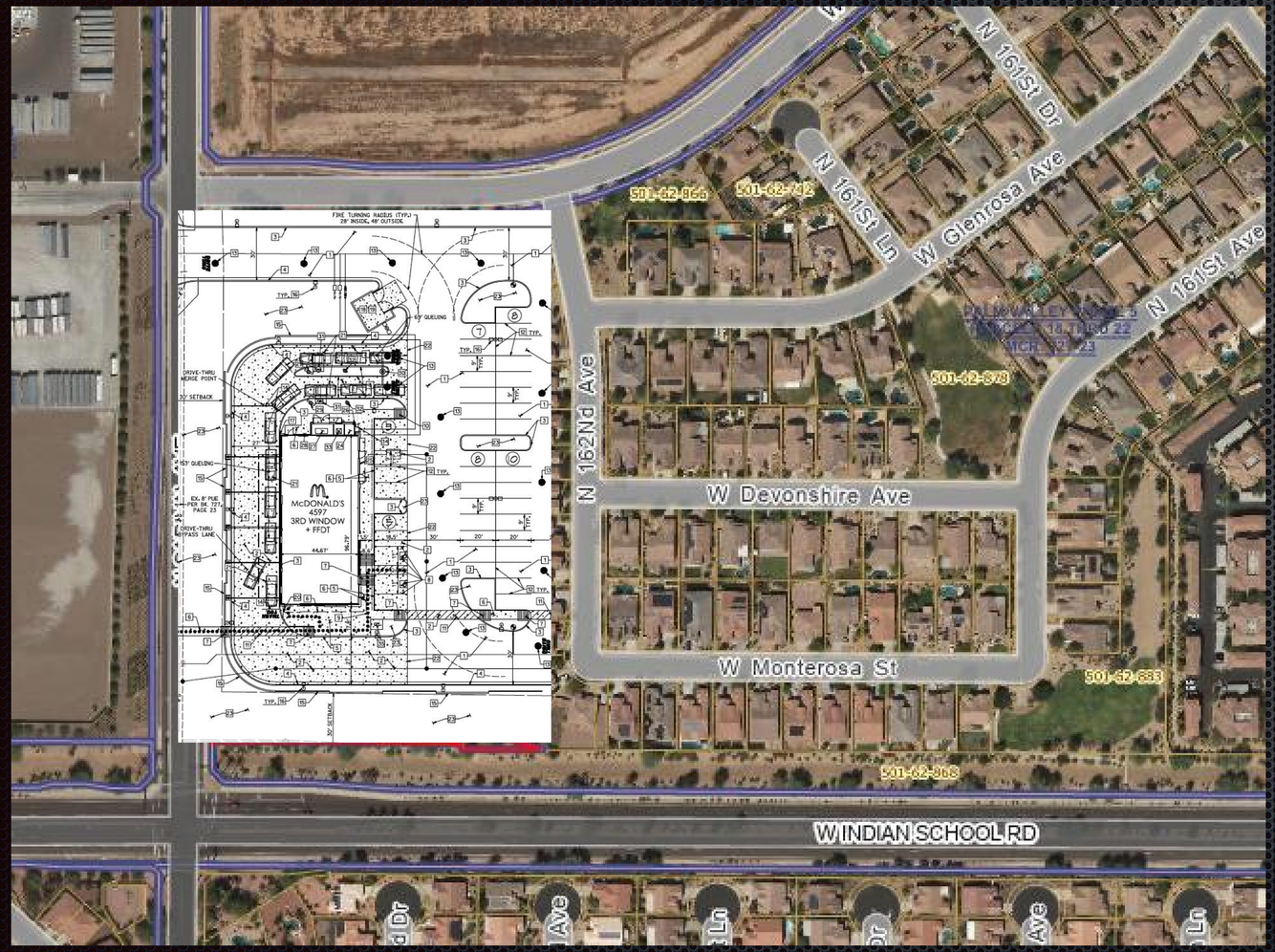
Goal GD-2. Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.

Goal ED-1. A resilient and diversified economy.

Objective ED-1-1. Encourage development to attract businesses to Goodyear that offer good wages and benefits and positively contribute to the community and economy.

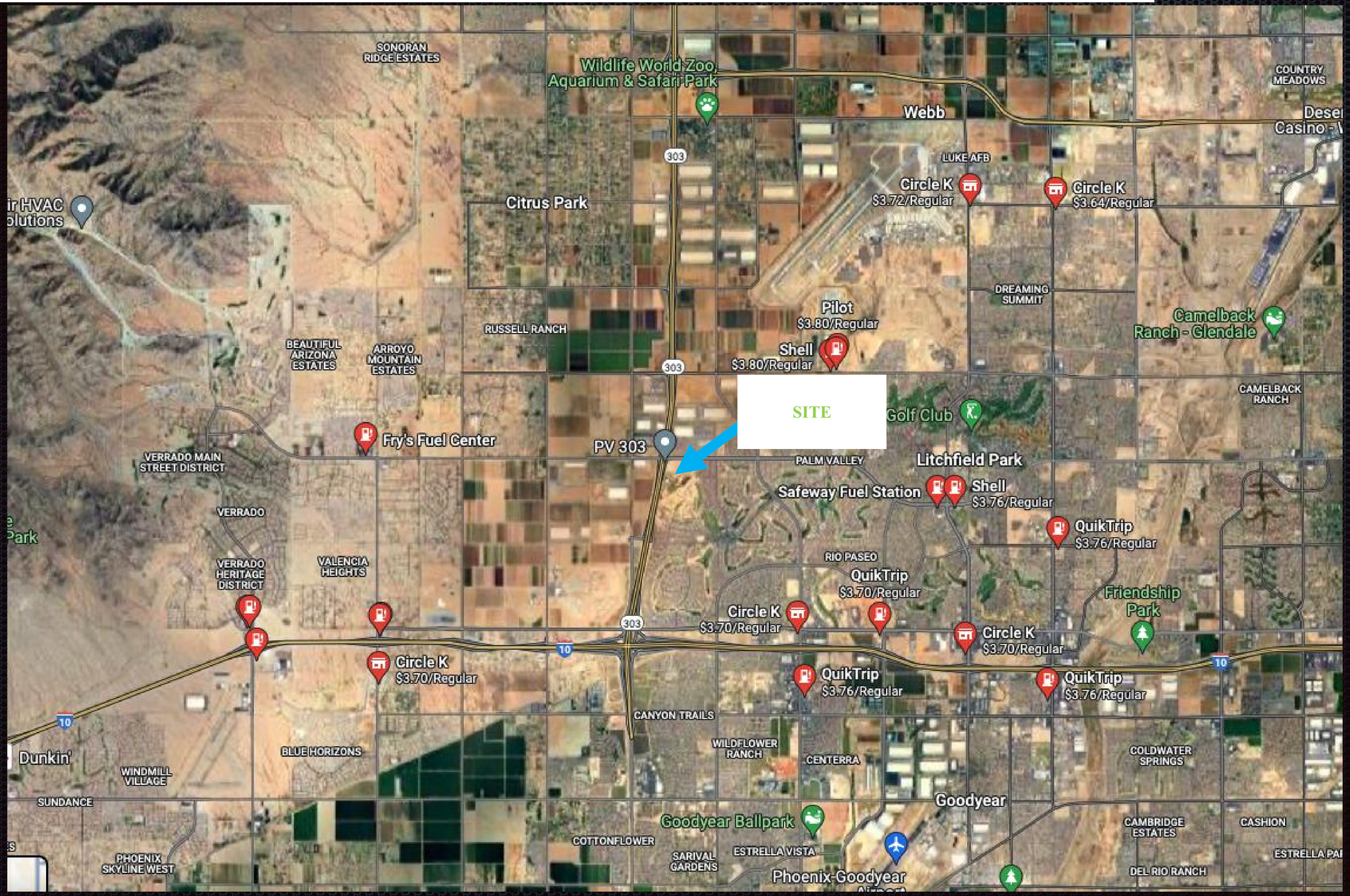

Proposed QT
Approved Filberto's Site Plan
W INDIAN S
N 166Th Ln
N 165Th Ave
W Piccadilly Rd
W Amelia Dr
N 164Th Dr
W Piccadilly Rd
N 165Th Ave
501-02-928
501-02-931
PALM VALLEY PHASE 5 PARCELS 18 THRU 21
PV303 EAST 2 PHASE 1
PV303 EAST 2 PHASE 2
508-13-976

McDonald’s – Sarival & Indian School

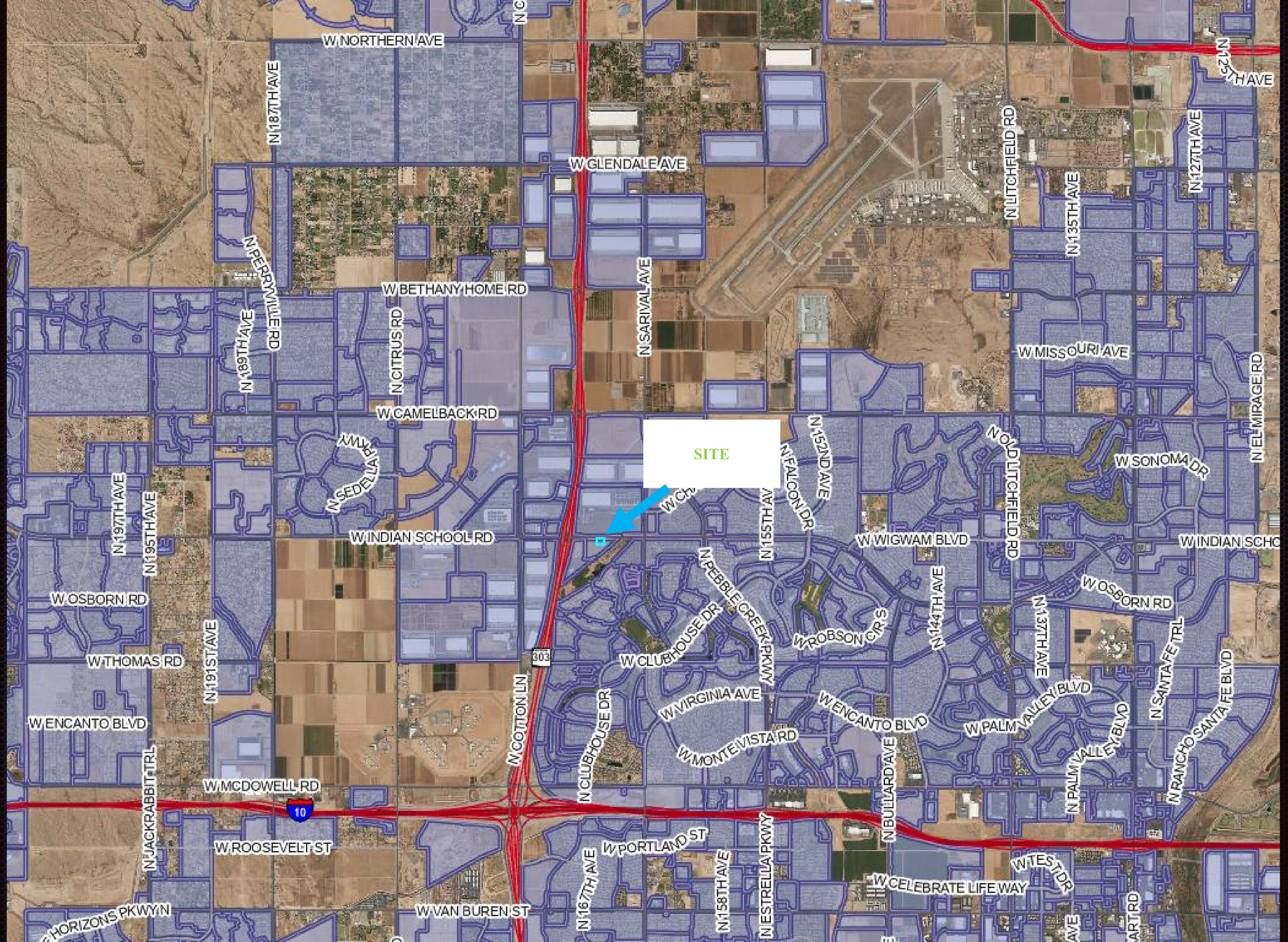


- McDonald’s is immediately adjacent to neighborhood
- Approximately 400’ between speaker/ordering area and residences
- The majority of McDonald’s in Arizona are not open 24/7

Need for a Gas Station Along the Loop 303




N 166TH AVE
W INDIAN SCHOOL RD
N

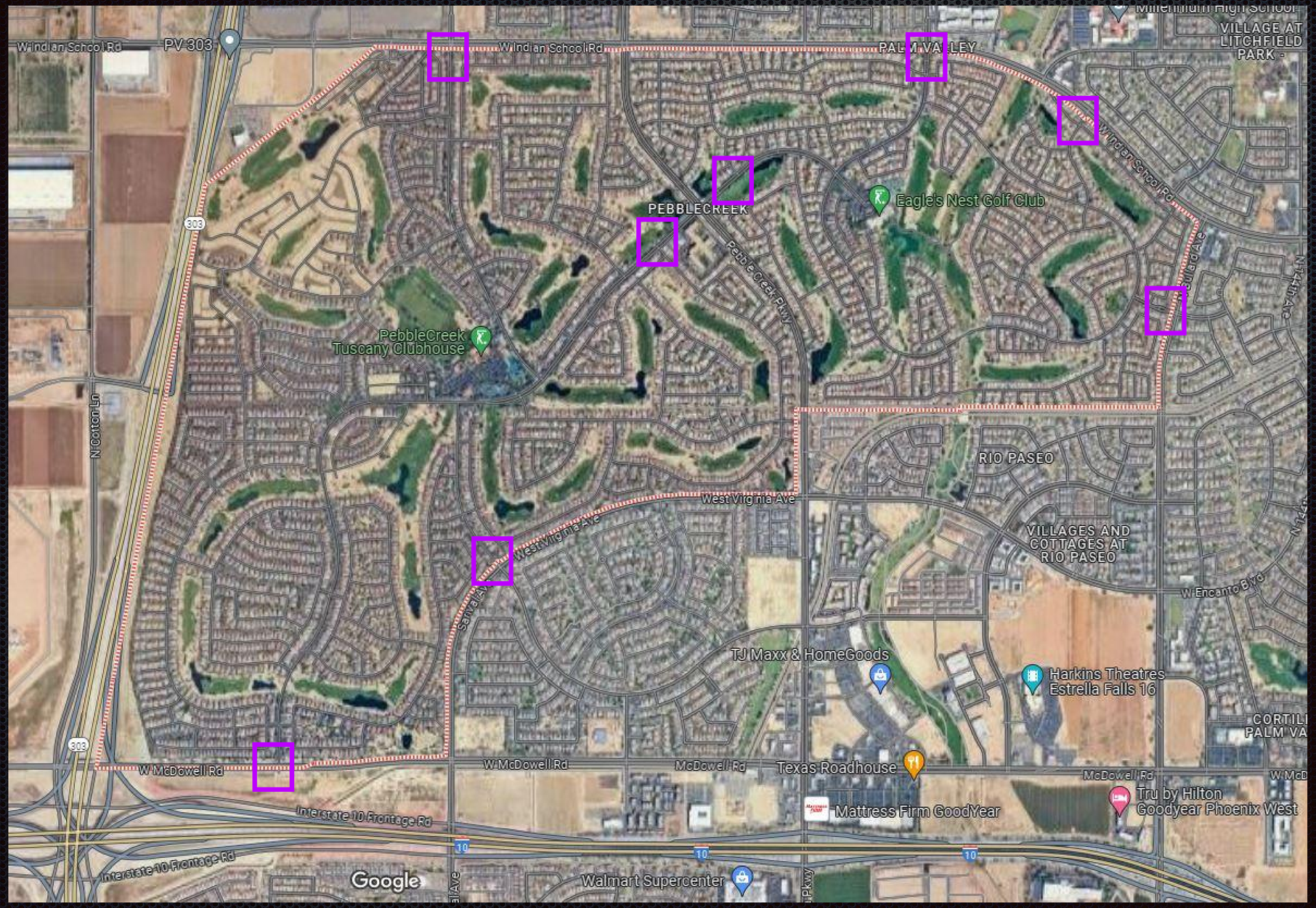

SITE
W NORTHERN AVE
W GLENDALE AVE
W BETHANY HOME RD
W CAMELBACK RD
W INDIAN SCHOOL RD
W OSBORN RD
W THOMAS RD
W ENCANTO BLVD
W MCDOWELL RD
W ROOSEVELT ST
W VAN BUREN ST
W PORTLAND ST
W CELEBRATE LIFE WAY
W MISSOURI AVE
W SONOMA DR
W WIGWAM BLVD
W CLUBHOUSE DR
W VIRGINIA AVE
W MONTE VISTA RD
W ROBSON CIR S
W PALM VALLEY BLVD
N 187TH AVE
N 189TH AVE
N 191ST AVE
N 195TH AVE
N 197TH AVE
N PERRYVILLE RD
N CITRUS RD
N SARIVAL AVE
N SEDELLA WAY
N 155TH AVE
N 152ND AVE
N FALCON DR
N LITCHFIELD RD
N 135TH AVE
N 127TH AVE
N 125TH AVE
N EL MIRAGE RD
N PEBBLE CREEK PKWY
N 144TH AVE
N 137TH AVE
N SANTA FE TRL
N SANTA FE BLVD
N RANCHO SANTA FE BLVD
N PALM VALLEY BLVD
N COTTON LN
N CLUBHOUSE DR
N BULLARD AVE
N JACKRABBIT TRL
N 167TH AVE
N 158TH AVE
N ESTRELLA PKWY
303
10


SITE
W INDIAN SCHOOL RD
N COTTON LN
N SARIVAL AVE
501-02-952
501-02-469
501-02-916
501-02-920
501-02-921
501-02-467A
501-02-927
501-02-932
501-02-928
501-02-931
501-02-937
501-02-942
501-02-943
501-02-944
502-30-924
502-30-925
509-14-976
501-02-603
501-02-466
501-02-456

Environmental

- Pollution, Air Quality, and Fumes
- Trash
- Fires/explosions
- Clean up procedures

Pebblecreek Entrances



ITEM #: 17.
DATE: 07/08/2024
AI #:1981

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS

STAFF PRESENTER(S): Christian M. Williams, AICP, Planning Manager

SUMMARY

This is a staff-initiated request to amend Articles 2, 3 and 4 of the Zoning Ordinance to allow convenience use self-service storage facilities.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE 2024-1606, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2-2 (DEFINITIONS), AMENDING SECTIONS 3-3-2, 3-3-3, 3-4-1, 3-4-2 OF ARTICLE 3 (ZONING DISTRICTS), AMENDING SECTION 4-1-3 (SPECIAL USES CONSIDERED IN SPECIFIED DISTRICTS) OF ARTICLE 4 (REGULATION OF PARTICULAR USES) AND ADDING SECTION 4-2-20 TO ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Planning Manager)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear Zoning Ordinance regulates the development of all land within the city. Regulations set forth in the Zoning Ordinance may be amended when deemed necessary to best serve the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the city. The current Zoning Ordinance was originally adopted by the City Council in May 1999 and has been the subject of a number of amendments since that time. The purpose of this text amendment is to streamline processes and save time for the development community, proactively enhancing efficiency; this entails moving certain uses from requiring a Use Permit or Special Use Permit to Permitted with development standards.

STAFF ANALYSIS

Current Policy:

To obtain a Use Permit or Special Use Permit an applicant may incur an additional four-to-six-month processing time, prior to Site Plan approval, and the application must follow the Public Hearing process.

Pursuant to Section 4-1-3 of the Zoning Ordinance (Special Uses Considered in Specified Districts), 'Mini storage and recreational vehicle storage facilities' may be considered in Commercial Districts (and Industrial Districts) with a Special Use Permit.

A Special Use Permit requires review by the Planning and Zoning Commission and approval by City Council following required public hearings. The process for the review of a Special Use Permit is set forth in section 1-3-4 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request:

This request for a text amendment is to modify certain definitions and standards related to self-service storage facilities. The proposed text amendment includes the revisions to the following provisions in the Goodyear Zoning Ordinance for the purposes described:

- Article 2-2 (Definitions): is amended to include the definition of Self-service Storage Facility and amend the definition of Zoning Permit; and
- Section 3-3-2(A) is amended to allow self-service storage facilities, subject to regulations, as principal permitted uses in the C-1 (Neighborhood Commercial District); and,
- Sections 3-3-3(A) and 3-3-3(C) are amended to allow self-service storage facilities, subject to regulations, as principal permitted uses in the C-2 (General Commercial District) and removing self-service storage facilities as use permit uses in the C-2 (General Commercial District) and to re-order other certain principal permitted uses based on alphabetical order; and,
- Sections 3-4-1(A) and 3-4-2(A) are amended to allow self-service storage facilities, subject to regulations, as principal permitted uses in the I-1 (Light Industrial Park) and in the I-2 (General Industrial Park); and,
- Section 4-1-3 (Special Uses Considered in Specified Districts) to allow self-service storage facilities that fail to meet the specific regulations as uses, which under appropriate circumstances, may be considered for approval in commercial and industrial zoning districts; and,
- Section 4-2-20 (Self-Service Storage Facilities Regulations) is being added to adopt regulations for self-service storage facilities, which previously required a special use permit but are now being permitted in various zoning districts.

If approved by Council, the Zoning Ordinance Text Amendment would result in an

approximately four-to-six-month reduction of time to approve impacted development projects. Our partners in the development community would realize time savings in the development process through the creation of criteria for administrative review (staff-level approval within policy framework constraints) without the need for a Use Permit or Special Use Permit, when certain conditions are met. This proposal seeks to create conditions which will remove the need for Public Hearings for the uses listed within this staff report.

The following is a summary of the proposed regulations by this Zoning Ordinance Text Amendment, for Self-Service Storage Facilities:

- All Self-Service Storage Facilities, regardless of location, shall meet the following requirements:
    - If located within five hundred (500) feet of a residential zoning district (excluding open space tracts or greenbelts in a developed or platted residential neighborhood) and not separated by a public roadway, canal, or railroad track, the facility shall be closed daily from 10:00 p.m. to 5:00 a.m.
    - Storage of hazardous or dangerous materials is prohibited.
    - No storage building shall exceed three (3) stories in height.
    - Storage building(s) shall be limited to no more than five hundred (500) feet of frontage along any arterial road (including parkways).
    - Windows, faux windows, and other exterior features shall not be made of materials that cause mirroring, glare, or reflection.
    - Except for the main public entrance located on the first floor, the interior of the building (including without limitation interior contents, decorations, and storage unit doors, but not including those associated with the main office, staff offices, or lobby) shall not be visible from public roadways or residentially zoned properties.
    - Sliding gates shall be screened with metal, wrought iron, or equivalent architectural features to shield the interior storage from the public view. PVC, vinyl, or similar slats may not be used as screening material.
    - Except for the main public entrance on the first floor, all exterior doors shall be painted to match the building.
    - Storage buildings and canopies shall be set back at least thirty (30) feet from any residential zoning district (excluding open space in a developed or platted residential neighborhood).
    - An onsite landscape buffer of at least twenty (20) feet shall be located between any storage buildings, canopies, onsite parking or onsite driveways/drive aisles and any residential zoning district (excluding open space in a developed or platted residential neighborhood).
    - Auctions, sales, service, or repair activities are prohibited, except for the disposal of abandoned property from renters on site.
- Self-Service Storage Facilities will be a Permitted Use within the C-1 (Neighborhood Commercial) and C-2 (General Commercial) Zoning Districts subject to the following:
    - All storage shall be within an enclosed building.
    - Land area dedicated to storage shall not exceed:
        - (i) Fifty percent (50%) of a commercial center or contiguous area of a commercial zoning district AND (ii) Seven and a half (7.5) acres.
            - If the land area dedicated to storage exceeds these provisions, a Special Use Permit shall be required.
    - Shall not be located within two thousand, six hundred and forty feet (2,600)

feet of another Self-Service Storage Facility.
    - If a storage unit does not comply with this provision, a Special Use Permit shall be required.
- A Self-Service Storage Facility shall not be located within three hundred (300) feet of the nearest right-of-way line of the existing or planned intersection of two arterials (including parkways).
    - If a storage unit does not comply with this provision, a Special Use Permit shall be required.
- Self-Service Storage Facilities will be a Permitted Use within the I-1 (Light Industrial Park) and I-2 (General Industrial Park) Zoning Districts subject to the following:
    - All outdoor storage (including without limitation the tops of recreational vehicles) shall be screened from the view of public roadways and residentially zoned areas by a solid wall or canopy.
- Self-Service Storage Facilities that do not meet the requirements within 4-2-20 (Self-Service Storage Facilities Regulations) will be a Special Use within C-1 (Neighborhood Commercial), C-2 (General Commercial), I-1 (Light Industrial Park) and I-2 (General Industrial Park) Zoning Districts subject to the approval of a special use permit.

For any existing Use Permit or Special Use Permit approved for the above referenced uses, the property owner would be entitled to give up the Use Permit or Special Use Permit and benefit from the proposed regulation or alternatively, the property owner can keep the rights granted by the Use Permit or Special Use Permit and continue to abide by any stipulations imposed as a condition of granting that Use Permit or Special Use Permit.

Evaluation Criteria:

As previously noted, Section 1-3-1 (Amendments) of the Zoning Ordinance provides evaluation criteria for text amendments. The criteria and accompanying staff analysis (italics) are provided below:

A. Documentation indicating inconsistencies in terms of the Ordinance or problems and/or conflicts in implementation of specific sections of the Ordinance that will be resolved by the amendment;

The amendment is intended to streamline the development process. If approved, several months (approximately 4-6 months) of processing time will be removed from the development process which will result in a time and financial savings to the customer. The amendment also provides clarity to residents as to where uses requiring additional evaluation may locate.

B. Whether amendment is needed to respond to changes in the law, statutory or case law;

This text amendment is not being driven by a change in law, statutory or case law; rather this staff-initiated amendment is a proactive response to streamlining the development process.

C. Whether amendment is needed to address zoning and/or development issues or to improve processes for addressing such issues;

With this text amendment, there will be additional clarity for nearby residents and business owners as to what businesses are permitted to locate on certain properties within the city and additional clarity for the development community as to where certain uses may locate by-right.

D. Whether amendment will to promote implementation of goals and objections of the City's General Plan;

The following 2025 General Plan Goals support the proposed Zoning Ordinance Text Amendment:

Objective GD-1-1. Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

Objective GD-2-4. Protect community assets from encroachment and incompatible land uses.

Objective CC-1-1. Create and foster complete neighborhoods.

Objective CC-1-3. Foster the creation and maintenance of attractive, high quality neighborhoods.

E. Any other factors related to the impact of the amendment on the general health, safety or welfare of the citizens of the City and the general public.

The text amendment should not have any adverse impacts on the general health, safety or welfare of citizens or the general public. The proposed text amendment provides clarity as to where uses requiring additional evaluation should locate.

Public Participation, Public Comment and Planning and Zoning Commission Meeting:

On March 13, 2024, the Planning and Zoning Commission held a Work Session to discuss the proposed changes requested within a draft proposal for a Zoning Ordinance Text Amendment and provided city staff with feedback.

On March 18, 2024, the City Council held a Work Session to discuss the proposed changes requested within this Zoning Ordinance Text Amendment and provided city staff with additional feedback and recommendations for the creation of a proposed Zoning Ordinance Text Amendment.

This Zoning Ordinance Text Amendment requires public hearings before the Planning & Zoning Commission and City Council. Notice for these public hearings included a full-size legal notice published in the Arizona Republic West Valley Edition on June 7, 2024. Information on this text amendment was also posted to the current development applications section of the city's website and distributed to members of the Goodyear Development Advisory Forum on March 27, 2024.

On June 26, 2024, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, the Planning and Zoning Commission voted (7-0) to recommend approval of the Ordinance.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on July 8, 2024, appeared in the Arizona Republic West Valley Edition June 7, 2024.

Attachments

Proposed Ordinance
Staff Presentation

ORDINANCE NO. 2024-1606

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2-2 (DEFINITIONS), AMENDING SECTIONS 3-3-2, 3-3-3, 3-4-1, 3-4-2 OF ARTICLE 3 (ZONING DISTRICTS), AMENDING SECTION 4-1-3 (SPECIAL USES CONSIDERED IN SPECIFIED DISTRICTS) OF ARTICLE 4 (REGULATION OF PARTICULAR USES) AND ADDING SECTION 4-2-20 TO ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on June 26, 2024 appeared in the Arizona Republic West Valley Edition June 7, 2024; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 26, 2024, and at that meeting the Commission voted (7-0) to recommend approval of the proposed ordinance; and,

WHEREAS, subsequent to the Planning and Zoning Commission meeting, an alternative Ordinance was drafted which removed Automotive Repair and Automobile Service Stations (Gas Stations) from the proposed Zoning Ordinance Text Amendment; and,

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on July 8, 2024 appeared in the Arizona Republic West Valley Edition June 7, 2024; and

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

SECTION 1. Article 2-2 (Definitions) of the Goodyear Zoning Ordinance is hereby amended as follows to amend and add the definitions set forth below (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

> **Self-service Storage Facility**. A building, group of buildings or a commercial parking lot, or a combination thereof, that has indoor and/or outdoor areas of varying sizes which are rented for the storage of personal property and/or recreational vehicles.
>
> **Zoning Permit**. Permit granted to a property owner through the ~~Community~~ Development Services Department upon a finding that the allowed activity is in conformance with the intent of this Code. To the

extent authorized by this Chapter, a **Zoning Permit** ~~Such permit~~ may be limited by specific conditions, restrictions, terms, or time period.

SECTION 2. Section 3-3-2(A) (Principal Permitted Uses) of Section 3-3-2 (C-1 Neighborhood Commercial District) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

A. *PRINCIPAL PERMITTED USES.* Only listed use of **structures** or land shall be permitted.

1. Auto sales, leasing.

2. Banks and financial **institutions**, including drive-thru facilities, but excluding **non-chartered financial institutions**.

3. Business and professional offices.

4. Crematory.

5. Equipment rental.

6. **Day care** (elderly or youth).

7. **Manufactured home** sales.

8. Personal and household services, such as barber and hair styling shops, beauty salons, clothing alterations, dry cleaning shops, furniture and appliance repair, copying shops, self service **laundry**, shoe repair shops, but excluding drive through window facilities.

9. Retail stores with sales only, not to exceed ten thousand (10,000) square feet of **gross floor area**, individually; and not to exceed fifty thousand (50,000) square feet in a commercial complex. Drive through facilities and **convenience uses** require **Use Permit** approval.

10. **Self-service storage facilities**, subject to the requirements of Section 4-2-20 (**Self-Service Storage Facilities Regulations**).

11.~~10.~~ Studios for the practice and sale of the fine arts.

12.~~11.~~ **Restaurants**, including Drive-Through Restaurants with drive-through lanes located more than five hundred (500) feet from any residential zoning district, but excluding Drive-In Restaurants, Drive-Through Restaurants with drive-through lanes located within five hundred (500) feet from any residential zoning district. The area in the restaurant devoted primarily to the consumption of alcoholic beverages shall not exceed twenty-five (25) percent of the total public floor area. Drive-Through Restaurants permitted herein shall meet the requirements of Section 4-2-18 (Drive-Through Restaurants).

SECTION 3. Section 3-3-3(A) (Principal Permitted Uses) of Section 3-3-3 (C-2 General Commercial District) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

A. *PRINCIPAL PERMITTED USES.* Only listed use of **structures** or land shall be permitted.

1. Adult bookstore, adult novelty store and adult theater, subject to the conditions of subsection 4-2-1.

2. Automotive Repair and upholstering.

3. Banks and financial **institutions**, excluding **non-chartered financial institutions**.

4.~~8.~~ **Bar/cocktail** lounge subject to the following conditions or limitations:

a. Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the property line of any residentially zoned or designated property. The area within the facility

designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/cocktail lounge.

b. The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area.

5.~~4.~~ Bus terminals.

6.~~5.~~ Business and professional offices.

7.~~6.~~ Carpet and rug **cleaning services**.

8.~~7.~~ Cleaning and dying plants.

9. Costume rentals.

10. **Day care** (elderly and youth).

11. Drive through windows and outdoor teller facilities for banks and financial institutions.

12. Employment agency.

13. Entertainment establishments, general, including athletic facilities, bowling **alleys**, electronic game centers and arcades, ice and roller rinks, miniature golf, performing arts centers, pool halls and theaters.

14. Express office, including railway.

15. Fine arts studios.

16. Frozen food lockers.

17. Funeral home.

18. Fur cleaning and storage.

19. Health **club**.

20. **Hospital** supplies.

21. **Hotels** and **motels**.

22. Key and lock service.

23. **Large Retail User**, subject to the provisions of Article 4-2-7.

24. **Parking lots**.

25. Pawn shop.

26. Personal and household services, such as barber and hair styling shops, beauty salons, clothing alterations, dry cleaning shops, furniture and appliance repair, copying services, self service **laundry**, shoe repair shops (but excluding drive through facilities).

27. Plumbing shop.

28. Private business, professional, and trade schools.

29. **Public utility facilities** and offices including facilities to serve the immediate area, but not including outside storage or maintenance **yards** for public utility use.

30. **Restaurants**, including Drive-Through Restaurants with drive-through lanes located more than five hundred (500) feet from any residential zoning district, but excluding Drive-In Restaurants and all other Drive-Through Restaurants except as set forth herein, subject to the following conditions or limitations:

a. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are met. The restaurant is located a minimum of three hundred (300) feet from the property line of any residentially zoned or designated property. The area within the restaurant designed and/or used for live music and/or entertainment activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant.

b. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant.

c. Drive-Through Restaurants shall meet the requirements of Section 4-2-18 (Drive-Through Restaurants).

31. Retail stores with sales only, excluding drive through facilities and **convenience uses** as defined in Article 4.

32. Second hand stores.

33. Seed and feed, **retail** and sales office.

34. **Self-service storage facilities**, subject to the requirements of Section 4-2-20 (**Self-Service Storage Facilities Regulations**).

35.~~34.~~ **Sign** painting shop.

36.~~35.~~ Taxidermist.

37.~~36.~~ Travel bureaus.

38.~~37.~~ Typewriter and business machine sales and repair.

39.~~38.~~ Window glass installation shops.

40.~~39.~~ **Veterinary Offices**, provided such facilities are constructed to prevent objectionable noises and odors outside the **walls** of the office. Boarding of animals shall be permitted only for short time periods for the purpose of observation incidental to care.

41.~~40.~~ **Non-Chartered Financial Institution**, subject to the provisions of Article 4-2-8.

42.~~41.~~ **Massage Establishment**, **Tattoo Studio** and **Body Piercing Studio**, subject to the provisions of Article 4-2-10.

43.~~42.~~ **Brewpub**, subject to the provisions of Article 4-2-15.

44.~~43.~~ **Microbrewery**, producing fifteen thousand (15,000) barrels of beer or less per year.

SECTION 4. Section 3-3-3(C) of Section 3-3-3 (C-2 General Commercial District) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

C. ***USE PERMIT*** *USES.* The following uses may be approved by **Use Permit**:

1. Automobile **service stations**, subject to the provisions of Article 4.

2. Car wash (hand or automatic), subject to the provisions of Article 4.

3. **Convenience use** subject to the provisions of Article 4.

4. **Hospitals** and related uses.

5. Limited outdoor display of nursery stock, lawn furniture, garden supplies and outdoor accessory items, in conjunction with a primary **retail** use, when not in conflict with pedestrian and/or traffic movement or established parking areas.

~~6. Storage **buildings** consisting of individually rented storage rooms which are independently **accessed** and locked and are used for dead storage purposes.~~

6.~~7.~~ Mobile home sales.

7.~~8.~~ **Veterinary Hospitals**, provided such facilities are constructed to prevent objectionable noises and odors outside the **walls** of the office.

a. Keeping or boarding of animals shall not occupy more than twenty-five percent of the gross area of the office.

1. There shall be no outdoor **kennels** or runs.

2. There shall be no direct outside exit from any room containing **kennels**.

8.~~9.~~ *Drive-In Restaurants.* The required information and evaluation criteria shall be the same as for convenience uses under Section 4-2-2.

9.~~10.~~ Drive-Through Restaurants when any portion of a drive-through lane is located within five hundred (500) feet of any residential zoning district. The required information and evaluation criteria shall be the same as for convenience uses under Section 4-2-2. Drive-Through Restaurants shall meet the requirements of Section 4-2-18 (Drive-Through Restaurants).

SECTION 5. Section 3-4-1(A) (Principal Permitted Uses) of Section 3-4-1 (I-1 Light Industrial Park) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

A. *PRINCIPAL PERMITTED USES.* Only listed use of structures or land shall be permitted.

1. **Manufacturing**, assembling, and processing.

2. Marijuana Dual Facility subject to the provisions of Section 4-2-17.

3. **Medical Marijuana Dispensary** subject to the provisions of Section 4-2-11.

4. **Medical Marijuana Cultivation Location** subject to the provisions of Section 4-2-12.

5. **Microbrewery**, producing fifteen thousand (15,000) barrels of beer or less per year.

6. **Office buildings**.

7. Parking lot or garage.

8. Private business, professional, and trade schools.

9. **Public utility facilities**.

10. Scientific or research laboratories.

~~11. Similar uses as determined by the **Zoning Administrator**, or his designee.~~

11. **Self-service storage facilities**, subject to the requirements of Section 4-2-20 (**Self-Service Storage Facilities Regulations**).

12. **Veterinary Offices**.

13. **Veterinary Hospitals** and animal boarding facilities, provided:

a. Activities at such facilities are conducted entirely indoors, except for supervised and controlled outdoor exercise areas;

b. The facilities are constructed to prevent objectionable noises and odors outside the walls of the office;

c. There shall be no outdoor kennels or runs; and

d. There shall be no direct outside exit from any room containing kennels.

14. Warehouse, wholesale, or distribution facility.

15. Similar uses as determined by the **Zoning Administrator**, or his or her designee.

SECTION 6. Section 3-4-2(A) (Principal Permitted Uses) of Section 3-4-2 (I-2 General Industrial Park) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

A. *PRINCIPAL PERMITTED USES.* Only listed use of **structures** or land shall be permitted.

1. Adult bookstore, adult novelty store and adult theater, subject to the conditions of Section 4-2-1.

2. Food Bank.

3. Animal boarding, breeding, shelter, or pound.

4. Automotive repair including body and fender works.

5. **Brewery**, producing forty thousand (40,000) barrels of beer or less per year.

6. Cement and paving material mixing plant.

7. Egg handling facility.

8.~~9.~~ Parking lot or garage.

9.~~10.~~ Private business, professional, and trade schools.

10.~~11.~~ **Public utility facilities**, wastewater treatment plants, and water reclamation facilities.

11.~~12.~~ Emissions testing and vehicle licensing.

12.~~13.~~ Foundry or casting of metal which does not cause noxious odors or fumes.

13.~~14.~~ Highway maintenance facilities.

14.~~15.~~ Machine shop.

15.~~16.~~ **Manufacturing**, assembling, and processing.

16.~~17.~~ Marijuana Dual Facility subject to the provisions of Section 4-2-17.

17.~~18.~~ Meat products, packing, smoking and curing, providing no objectionable fumes are emitted.

18.~~17.~~ **Medical Marijuana Cultivation Location** subject to the provisions of Section 4-2-12.

19.~~20.~~ **Medical Marijuana Dispensary** subject to the provisions of Section 4-2-11.

20.~~21.~~ Monument Works.

21.~~22.~~ **Office buildings**.

22.~~23.~~ Private Commercial Outdoor Entertainment Venue.

23.~~24.~~ Public works facilities.

24.~~25.~~ Radio and television transmitting tower and facilities.

25.~~26.~~ Sand blasting.

26.~~27.~~ Scientific or research laboratories.

27. **Self-service storage facilities**, subject to the requirements of Section 4-2-20 (**Self-Service Storage Facilities Regulations**).

28. Sewage disposal and treatment plant.

29. Tire retreading and vulcanizing.

30. The following uses, provided they are conducted within a **building** or an area enclosed and screened from view by a solid masonry **wall** on all sides:

a. Contractors equipment storage **yard** or plant, or rental of equipment commonly used by contractors.

b. Lumber **yard**, planning mills.

c. Motion picture studio.

d. Transfer company, trucking terminal.

~~31. Similar uses as determined by the **Zoning Administrator**, or his designee.~~

31.~~32.~~ **Veterinary Offices**.

32.~~33.~~ **Veterinary Hospitals**.

33.~~34.~~ Warehouse, wholesale or distribution facility.

34. Similar uses as determined by the **Zoning Administrator**, or his or her designee.

SECTION 7. Section 4-1-3(A) (Considered Uses) of Section 4-1-3 (Special Uses Considered in Specified Districts) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by strikeout text and additions shown by double underlined text):

A. CONSIDERED USES. Uses which may be considered in certain Districts are:

1. Commercial Districts.

a. Adult live entertainment, erotic dance or performance studio (C-2 only), subject to the requirements of subsection 4-2-1.

b. Amusement park, auditorium, stadium, arena, gymnasium, or other similar places for public events. (C-2 only)

c. Bus terminal, railroad passenger station.

d. Large Retail Users (C-2 only), subject to the requirements of subsection 4-2-7.

e. ~~Mini storage and recreational vehicle~~ Self-service storage facilities that do not meet the regulations outlined in section 4-2-20 (Self-Service Storage Facilities Regulations).

f. Plant nurseries, which are defined as a business where trees, shrubs, flowers and other plants are grown on or brought to the premises and maintained there for the purpose of sale from the premises. Such other additional products shall be permitted to be sold as are customarily incidental to the plant nursery operation.

g. Private clubs and fraternal organizations.

h. Restaurants, bars/cocktail lounges, brewpubs or microbreweries with any of the following factors (C-2 only):

1. live music or entertainment when the facility is located less than three hundred feet (300') from the property line of any residentially zoned or designated property;

2. the area within the facility designated for music or entertainment activities exceeds 5,000 square feet;

3. the area devoted to patron dancing exceeds twenty-five percent (25%) of the total floor area; or,

4. open after hours as defined by State law (generally, closing time of the dance floor is later than that of the bar).

i. Teen Entertainment Center, if the facility is located a minimum of 500 feet from a bar/cocktail lounge (C-2 only).

j. Microbrewery (C-2 only), producing more than 15,000 barrels of beer per year.

2. Industrial Districts.

a. Any Special Use which may be considered in Commercial Districts.

b. Airport, heliport, helistop, and other landing areas, subject to local, state and federal requirements and restrictions.

c. Cemeteries, crematories, mausoleums, including those for pets.

d. Circus and carnival grounds having permanent facilities.

e. Development or extraction of earth products, clay, gas, gravel, minerals, sand, stone, topsoil.

f. Drive in theaters.

g. Race tracks, speedways.

h. Sanitary landfills, transfer stations, recycling facilities.

i. Swap meets, auctions.

j. Zoos.

k. Brewery (I-2 only), producing more than 40,000 barrels of beer per year.

l. Brewery (I-2 only), if the brewery will have live music or entertainment activities.

m. Microbrewery (I-1 only), producing more than 15,000 barrels of beer per year.

n. Microbrewery (I-1 only), with any of the following factors:

1. live music or entertainment when the facility is located less than three hundred feet (300') from the property line of any residentially zoned or designated property;

2. the area within the facility is designated for music or entertainment activities exceeds 5,000 square feet;

3. the area devoted to patron dancing exceeds twenty-five percent (25%) of the total floor area; or,

4. open after hours as defined by State law (generally, closing time of the dance floor is later than that of the bar)

SECTION 8. City of Goodyear Zoning Ordinance Article 4 (Regulation of Particular Uses) Article 4-2 (Uses Requiring Additional Evaluation) is amended by adding new Section 4-2-20 (Self-Service Storage Facilities Regulations) as follows:

§ 4-2-20 Self-Service Storage Facilities Regulations.

A. This section applies to all **self-service storage facilities**, where listed as a Principal Permitted Use in a zone with reference to this section.

B. If located within five hundred (500) feet of a residential zoning district (excluding open space tracts or greenbelts in a developed or platted residential neighborhood) and not separated by a public roadway, canal, or railroad track, the facility shall be closed daily from 10:00 p.m. to 5:00 a.m.

C. Storage of hazardous or dangerous materials is prohibited.

D. No storage building shall exceed three (3) stories in height.

E. Storage building(s) shall be limited to no more than five hundred (500) feet of frontage along any arterial road (including parkways).

F. Windows, faux windows, and other exterior features shall not be made of materials that cause mirroring, glare, or reflection.

G. Except for the main public entrance located on the first floor, the interior of the building (including without limitation interior contents, decorations, and storage unit doors, but not including those associated with the main office, staff offices, or lobby) shall not be visible from public roadways or residentially zoned properties.

H. Sliding gates shall be screened with metal, wrought iron, or equivalent architectural features to shield the interior storage from the public view. PVC, vinyl, or similar slats may not be used as screening material.

I. Except for the main public entrance on the first floor, all exterior doors shall be painted to match the building.

J. Storage buildings and canopies shall be set back at least thirty (30) feet from any residential zoning district (excluding open space in a developed or platted residential neighborhood).

K. An onsite landscape buffer of at least twenty (20) feet shall be located between any storage buildings, canopies, onsite parking or onsite driveways/drive aisles and any residential zoning district (excluding open space in a developed or platted residential neighborhood).

L. Auctions, sales, service, or repair activities are prohibited, except for the disposal of abandoned property from renters on site.

M. The following additional requirements apply in the C-1 Neighborhood Commercial **District** and the C-2 General Commercial **District:**

1. All storage shall be within an enclosed building.

2. Land area dedicated to storage shall not exceed:

a. Fifty percent (50%) of a commercial center or contiguous area of a commercial zoning district, and

b. Seven and a half (7.5) acres.

c. If the land area dedicated to storage exceeds the provisions of Article 4-2-20(J)(2)(a) and 4-2-20(J)(2)(b), a Special Use Permit shall be required in conformance with the Procedure and Conditions of Approval described in Article 4-1-1.

3. Shall not be located within two thousand, six hundred and forty feet (2,600) feet of another **self-service storage facility**.

a. If a storage unit does not comply with the provisions of Article 4-2-20(3), a Special Use Permit shall be required in conformance with the Procedure and Conditions of Approval described in Article 4-1-1.

4. A **self-service storage facility** shall not be located within three hundred (300) feet of the nearest right-of-way line of the existing or planned intersection of two arterials (including parkways).

a. If a storage unit does not comply with the provisions of Article 4-2-20(J)(4), a Special Use Permit shall be required in conformance with the Procedure and Conditions of Approval described in Article 4-1-1.

N. In the I-1 Light Industrial Park **district** and the I-2 General Industrial Park **district**, all outdoor storage (including without limitation the tops of recreational vehicles) shall be screened from the view of public roadways and residentially zoned areas by a solid wall or canopy.

SECTION 9. 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 10. 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 11. EFFECTIVE DATE. This Ordinance shall become effective thirty days after adoption in the manner prescribed by law.

SECTION 12. 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

Use Permits and Special Use Permits and Uses Requiring Additional Considerations - Storage

City Council Meeting

July 8, 2024

Uses Under Consideration

WITHIN THIS PROPOSED ORDINANCE

- Mini-Storage



Mini-Storage

ORDINANCE PROPOSAL

- Design standards
- Residential landscape buffers
- In C-1 and C-2
  - 7.5 acres or 50% of site no SUP
    - SUP if not met
  - More than 300 feet from major intersections no SUP
    - SUP if not met
  - 2,600 feet separation to another storage
    - SUP if not met



*Image from County near Sarival Ave. and Yuma Rd.



*Rendering of Pueblo Verde Storage near Sarival Ave. and Yuma Rd.

Mini-Storage

ORDINANCE PROPOSAL

- In I-1 and I-2
  - No size limit
  - Allow screened outdoor RV storage



*Image from Google near Estrella Pkwy. And MC-85 in industrial area.

Recommendation

APPROVE ORDINANCE

- Approve Zoning Ordinance Text Amendment




CITY OF
Goodyear

ITEM #: 18.
DATE: 07/08/2024
AI #:2050

CITY COUNCIL ACTION REPORT

SUBJECT: RAINBOW VALLEY ENERGY STORAGE ANNEXATION REQUEST

STAFF PRESENTER(S): Katie Wilken, AICP, Development Services Director

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OTHER PRESENTER(S):
Jordan Rose, Rose Law Group

SUMMARY

Discussion and possible direction to staff on the annexation of 828.33 acres of unincorporated Maricopa County, generally located 4 miles south of State Route 238, west of the Maricopa County / Pinal County line.

STRATEGIC PLAN ALIGNMENT

INFRASTRUCTURE

RECOMMENDATION

Council direction regarding the proposed annexation of 828.33 acres of land generally located 4 miles south of State Route 238, west of the Maricopa County/Pinal County line. (Katie Wilken, AICP, Director of Development Services)

FISCAL IMPACT

Authorizing staff to initiate the required annexation procedures incurs no immediate fiscal impact. This item can allow the process to move forward without committing the Council to final approval of either the annexation or any subsequent rezoning action. An initial fiscal impact analysis was submitted by the Applicant ("Applicant's Fiscal Analysis") on April 9, 2024, reflecting the previous annexation proposal of 711.17 acres. The proposed land annexation of 828.33 acres requires a revised report that will be requested if the Council directs staff to proceed. The revised report will include information on potential costs of infrastructure and service needs in addition to impacts to other taxing districts such as Mobile Elementary School District and Maricopa County.

Based on the submitted report, a summary of the potential tax revenues to the City based on the annexation and non-annexation options is included below. The Applicant's Fiscal Analysis

of the potential tax revenue to the City from this project is included (Attachment F).
Annexation Option: If the property is annexed and developed entirely within the City of Goodyear, the project would generate to the City an estimated one-time use tax of $3,230,800 and an estimated ongoing $171,500 per year in personal property tax (for an estimated total of $6,002,000 over a 35-year period).

Non-annexation Option: If the city were to process permits and related approvals within the existing city limits to allow the development of the solar power generation facility within the City, and with the associated Battery Energy Storage Systems (BESS) facility being developed in unincorporated Maricopa County, the project would generate to the City an estimated one-time use tax of $2,423,100 and an estimated ongoing $78,400 per year in personal property tax (for a total of $2,744,000 over a 35-year period).

BACKGROUND AND PREVIOUS ACTIONS

This is a request submitted by EDF Renewables (Applicant) for annexation of 828.33 acres of land in unincorporated Maricopa County, to be included as part of a larger 2,178.42 acre solar power generation facility with a Battery Energy Storage System (BESS). The Applicant's request is included as an attachments to the report (Attachments A through G). The remaining land required for the solar power generation facility and BESS (1,350.09 acres) is currently within Goodyear's municipal boundaries. This site is currently undeveloped land with no infrastructure in place and is native Sonoran desert. The request will involve multiple parcels with multiple owners including State Trust Land and the applicant has indicated there is agreement from all property owners to negotiate moving forward with the annexation and project development.

Given the challenges of the site, any annexation and development will require a pre-annexation agreement to be negotiated and executed prior to annexation. For the solar power generation facility and BESS, a special use permit and several zoning and general plan changes will be required. The time frame for annexation would be approximately one year, if Council directs staff to move forward on this request.

The city received a request from the Applicant, to annex into the City of Goodyear 828.33 acres of land generally located 4 miles south of State Route 238, west of the Maricopa County / Pinal County line. The 828.33 acres is part of a larger 2,178.42 acre proposed solar power generation facility and BESS project, which would be considered under a separate Special Use Permit at a future date. The properties requested for annexation are contiguous to parcels within the existing city limits and would extend the corporate limits of the City of Goodyear an additional 1.5 miles further south. The area for annexation is undeveloped land currently zoned as RU-190 under Maricopa County. The equivalent zoning in City of Goodyear would be Agricultural Urban (AU), which would be the zoning for the property upon annexation.

The Applicant is looking for assurances that the property will be annexed into the City and permitted by the City to allow the development of the project. However, as is reflected in the Rainbow Valley Solar Annexation Map (Attachment C), the property to be annexed consists of more than 27 different parcels with no common ownership. It is not clear whether the various property interests needed for the project can be acquired or leased once it has been annexed into the City.

As part of staff's evaluation and analysis of the applicant's request, the applicant was asked whether the solar power generation facility and BESS could be built without an annexation of land into the City. The applicant indicated that the project could be completed without

annexation into the City, but the project would need to be separated and permitted by two different permitting agencies: the City (1,350.09 acres) and Maricopa County (828.33 acres). This option is not preferable to the applicant, as developing the project would be more manageable working with one permitting agency.

Arizona State Law imposes certain requirements for annexation. Property being annexed has to be contiguous to the exterior boundary of the annexing city, and the requirements that must be met before property is considered contiguous are set forth in A.R.S. § 9-471(H). The proposed annexation property does meet these requirements.

Arizona state law also requires that "[O]n or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years after the date the annexation becomes final." (ARS §9-471(P)). Based on staff's preliminary review of the Applicant's request, there is currently no such plan. This review would be completed as part of the next steps should this annexation request move forward.

In addition to considering the annexation requirements set forth in A.R.S. ARS § 9-471, the Goodyear City Council adopted its own annexation policy to govern the analysis of whether to annex property. In 2001, the Goodyear City Council adopted Resolution 2001-768 adopting an annexation policy that required Council approval prior to the initiation of the annexation process. The annexation policy included criteria to be used in the evaluation of such requests, including the requirement for an approved plan, policy or procedure be in place to provide annexed territory with appropriate levels of infrastructure and services to serve the anticipated new development within ten years. The annexation policy criteria is discussed below.

STAFF ANALYSIS

Requesting Council's direction on whether staff should move forward with the annexation request is the first step in consideration for land to be included for annexation into the City of Goodyear. This application has been reviewed using the City's Annexation Policy as a guiding document. Additionally, staff's analysis includes review of the appropriate Arizona Revised Statutes, the General Plan, and Zoning Ordinance.

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

A. The city's ability to provide basic services in a timely manner with an acceptable revenue to cost ratio;

B. Long-term desirability for community development and economic growth;

C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town;

D. Ability to control the quality of land uses and infrastructure standards; and

E. Compatibility with General Plan, infrastructure needs, and timing of development

The City's Ability To Provide Basic Services In A Timely Manner With An Acceptable Revenue To Cost Ratio:

Water/Wastewater: The annexation property is not located within the City's current water or wastewater service area and it is not included in the City's Integrated Water Master Plan, which is currently being updated. The city's current water portfolio does not include water resources to serve this property. In addition to water resources, additional infrastructure would be needed, and given the distance from existing infrastructure, it would be extremely difficult to provide these services within the required 10-year time frame. Similarly, there are no wastewater facilities available to serve the property. The Applicant has stated in its request that the solar power generation facility and BESS project would not require water or wastewater connection or service.

Public Safety: The annexation property would extend the need for public safety services. Any extension of the service area would require modification of the existing police protection contract with the Maricopa County Sheriff's Office. Funding for the increase in services could be addressed with the Applicant in a pre-annexation agreement. Staff has not identified a plan on how the Goodyear Fire Department would be able to address medical emergencies and/or fires on the annexation property. Any fire response would require a source of water available from a city system to extinguish fires. Additionally, there are no existing roads to provide access to and within the annexation property. Fire Department personnel have expressed public safety concerns regarding the development of the proposed battery energy storage systems (BESS) facility. These facilities can present significant risks to life safety in the case of a fire. BESS facilities have been the subject of concern from fire departments across the country as battery fires are very difficult to extinguish and expose fire personnel to significant physical hazards. The Applicant has indicated that onsite emergency medical services for employees during construction would be provided by contracted private fire companies. If viable, contracted fire and emergency response services could be addressed in a pre-annexation agreement.

Transportation: There are currently no roads providing access to the annexation property. The development of the annexation property would require the construction of several miles of roads to meet minimum access standards. In addition, roadways running east and west through the annexation property would be needed to ensure connectivity as well as emergency access. Financial guarantees related to road improvements, including construction and on-going maintenance costs would need to be addressed as part of a pre-annexation agreement. The Applicant has acknowledged responsibility for roadway development costs. This project is located within the I-11 corridor and the Applicant has stated that an easement would be provided to assist with alignment of the highway.

Development Services: Given the distance of this site from city services, third party inspections would need to be addressed as part of a pre-annexation agreement.

Parks and Recreation: Given that this site will have no permanent residents or homes based on the proposed project, this annexation request will likely have no impact on Parks and Recreation.

Long-term Desirability For Community Development And Economic Growth:

The development of a solar power generation facility and BESS will have limited impact in furthering community development or economic growth within the city, except for the one-time and on-going revenues associated with the project. With respect to employment and jobs impact, according to the Applicant's Fiscal Analysis (Attachment F), during construction of the

project a number of construction-related jobs will be created, but upon completion only 5 direct jobs will be associated with the project. The Applicant's Fiscal Analysis further assumes that, given the location of the project, very few employees would live in the City of Goodyear and the secondary impacts of employee spending during construction will be realized in the City of Maricopa or unincorporated Maricopa County.

Likelihood of the area being developed in Maricopa County or being annexed by another city or town:

There may be development pressures within the next 10-15 years to develop in the area surrounding the annexation property. These pressures will likely come from the east as demand for land around the City of Maricopa increases. Likely development would be in the form of residential master-planned communities. Based on this, it is conceivable that the annexation property would potentially be of interest to the City of Maricopa, but to meet the contiguity requirements, an annexation of substantial amounts of property would be necessary for the City of Maricopa to accommodate the annexation property. As noted earlier in the report, a portion of the project could be permitted and developed in unincorporated Maricopa County.

Ability to control the quality of land uses and infrastructure standards:

Any annexation allows the city to control the quality of land uses and infrastructure standards. In this case, Council would be asked to approve Agricultural / Urban (AU) zoning for the majority of the site, with the exception of the area designated for the BESS, which may require rezoning. Surrounding the property is land with existing residential zoning. If this project is built, when it reaches the end of its useful life, the underlying AU zoning would allow for development of one acre residential lots.

Compatibility with General Plan, infrastructure needs, and timing of development:

The City’s General Plan designates this area as Scenic Neighborhood. The existing county zoning for this property is Rural-190 (RU-190). Upon annexation, the property would be designated with the equivalent City of Goodyear zoning district which is Agricultural/Urban (AU), which would allow for the construction of single-family homes and accessory uses as outlined in Table 3-2-2 (Residential Districts Use Classifications) in the Zoning Ordinance.

This zoning designation is consistent with the General Plan. However, if this project goes forward, battery storage facilities are industrial uses under the city’s zoning ordinance and the property may need to be rezoned. Staff is reviewing the BESS system to determine if it is a standalone use requiring rezoning or if it is ancillary to the larger solar facility. Determination will be made by staff if directed to move forward processing the annexation.

Summary of Challenges
The challenges presented by this annexation request include the following:

Challenges:
1. The remoteness of this site makes it very difficult to provide municipal services in a cost-effective manner.

2. The lack of infrastructure needed for the city to provide any services to the proposed annexation property.

3. Battery Energy Storage Systems pose unique challenges and concerns to the Fire Department.

4. Roadway improvements will be required to access this area. Once dedicated to the public, there will be significant maintenance costs, which may exceed property tax revenue.

5. The risks to the city if the project does not come to fruition. If the annexation is approved and the solar project does not go forward, the city is still obligated to provide services to this area. The entity that intends to develop the proposed project has not yet acquired the property for this project and there are multiple owners, including the State Land Trust. It is not clear whether the property interests needed for the project to move forward can be acquired or leased even if it is annexed into the City.

If Council directs staff to move forward with this annexation request, staff would begin working with the Applicant to negotiate a pre-annexation agreement in order to address staff concerns regarding the request and the proposed solar power generation facility and BESS project. A pre-annexation agreement would provide an opportunity for the Applicant and the City to address the unknown development and financial concerns. While not a guarantee of being able to come to an agreeable outcome for all parties, it does allow for discussions to occur to be able to provide additional information to the Council for consideration at a later date.

Pre-annexation agreements have been used on prior projects when there are still unanswered questions, and help ensure that the fiscal and development needs of the City regarding the annexation will be fully met. It clearly sets expectations of performance by both the Applicant and the City as well as remedies should either party not live up to the agreement.

If City Council's direction is for staff to pursue a pre-annexation development agreement, staff would return to Council first for approval of the agreement. The Pre-Annexation Development Agreement would terminate if Council ultimately decides not to annex. Once any required Pre-Annexation Agreement is in place, Council would vote to authorize the gathering of petitions for the annexation. Once the petitions had been gathered, and assuming the petitions met the statutory requirements, and after the expiration of the waiting period, Council would vote on the actual annexation.

Staff requests direction and comments from Council regarding this annexation request application.

Attachments

Attachment A Aerial Map (General Area)

Attachment B - Land Use Map

Attachment C Applicants Annexation Map

Attachment D Resolution 2001-0768 Annexation Policy

Attachment E Applicants Narrative

Attachment F Applicants Fiscal Analysis

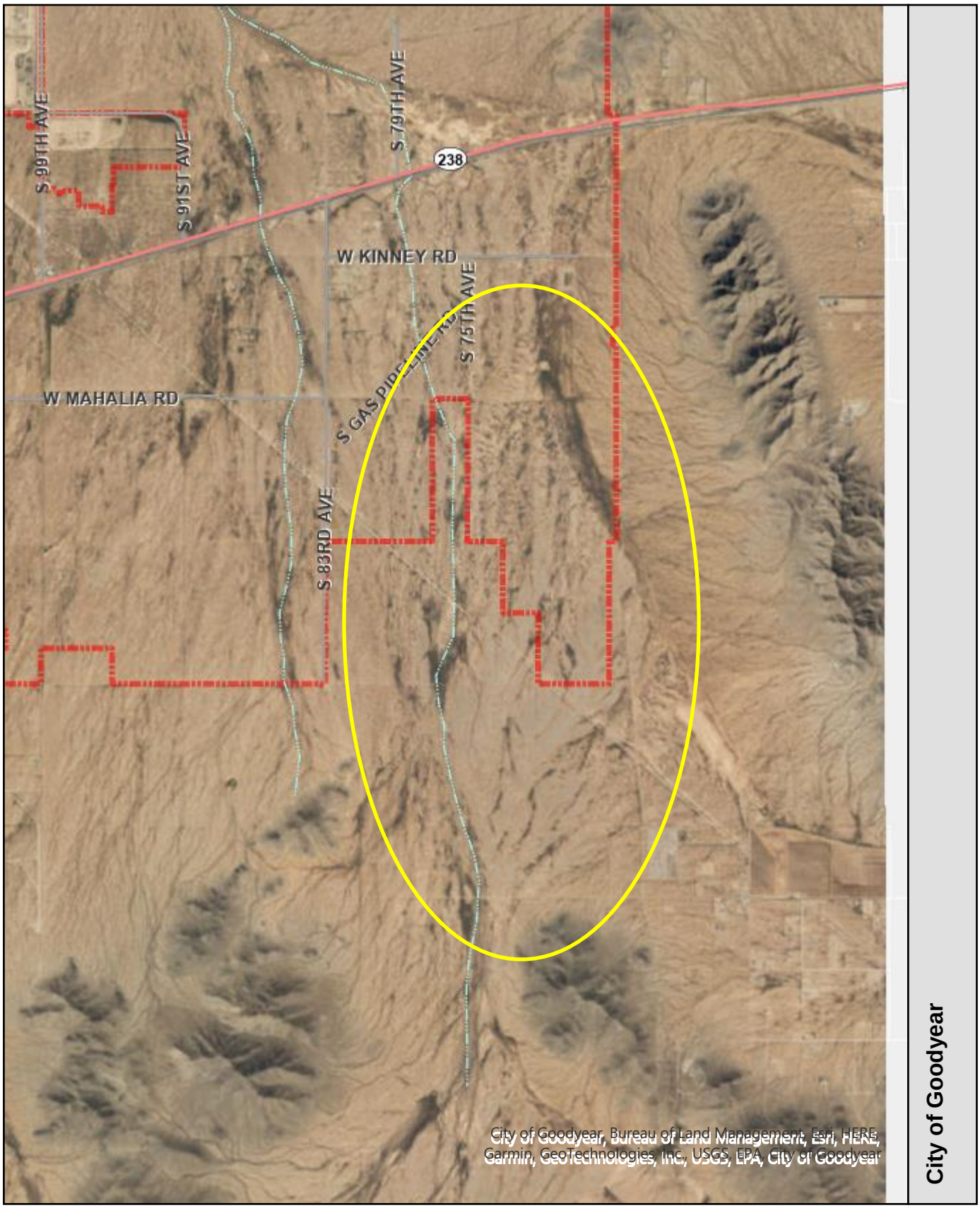
Attachment G Applicant Project Fact Sheet

Staff powerpoint

Name of Map: City of Goodyear

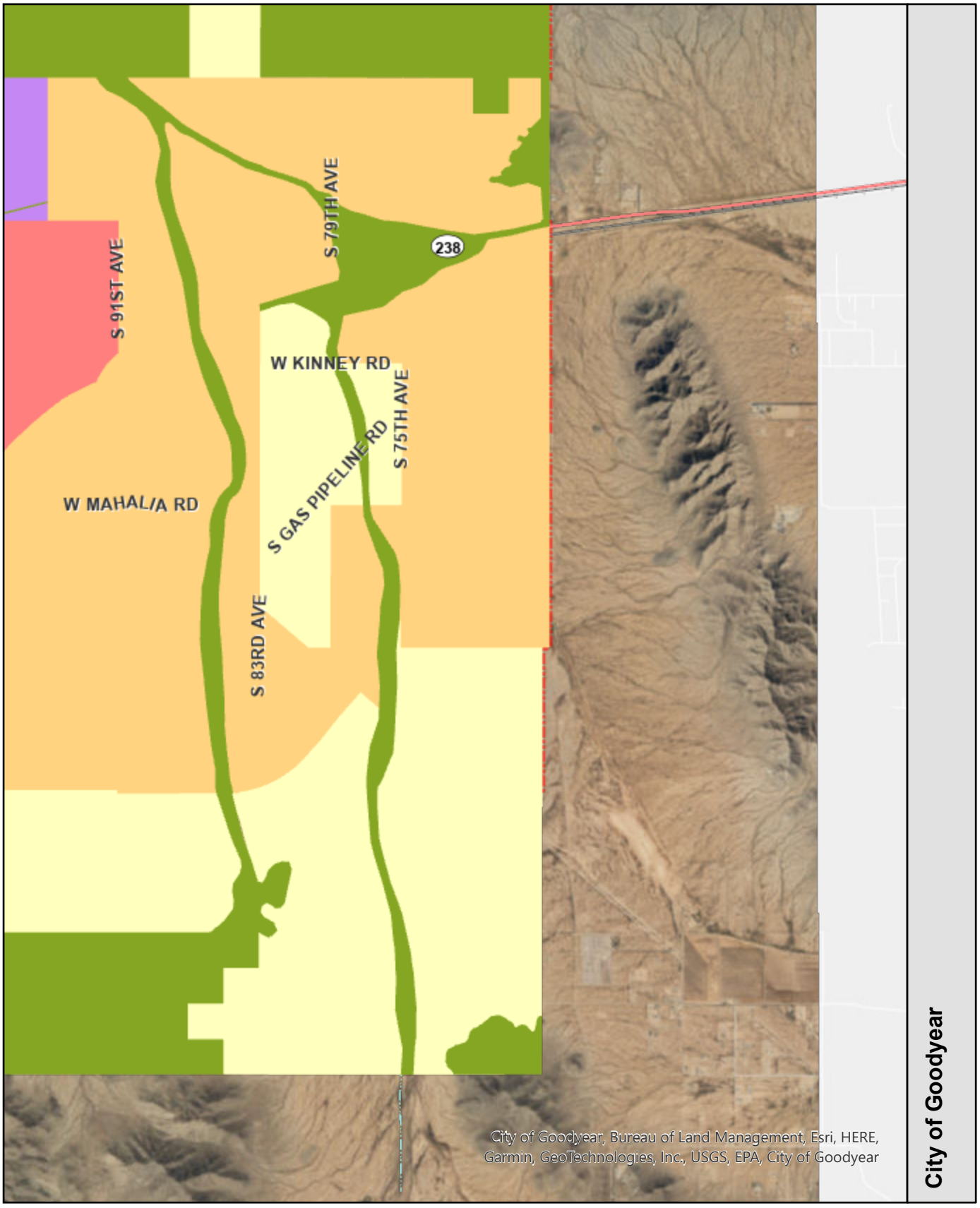
Rainbow Valley Energy Aerial Image

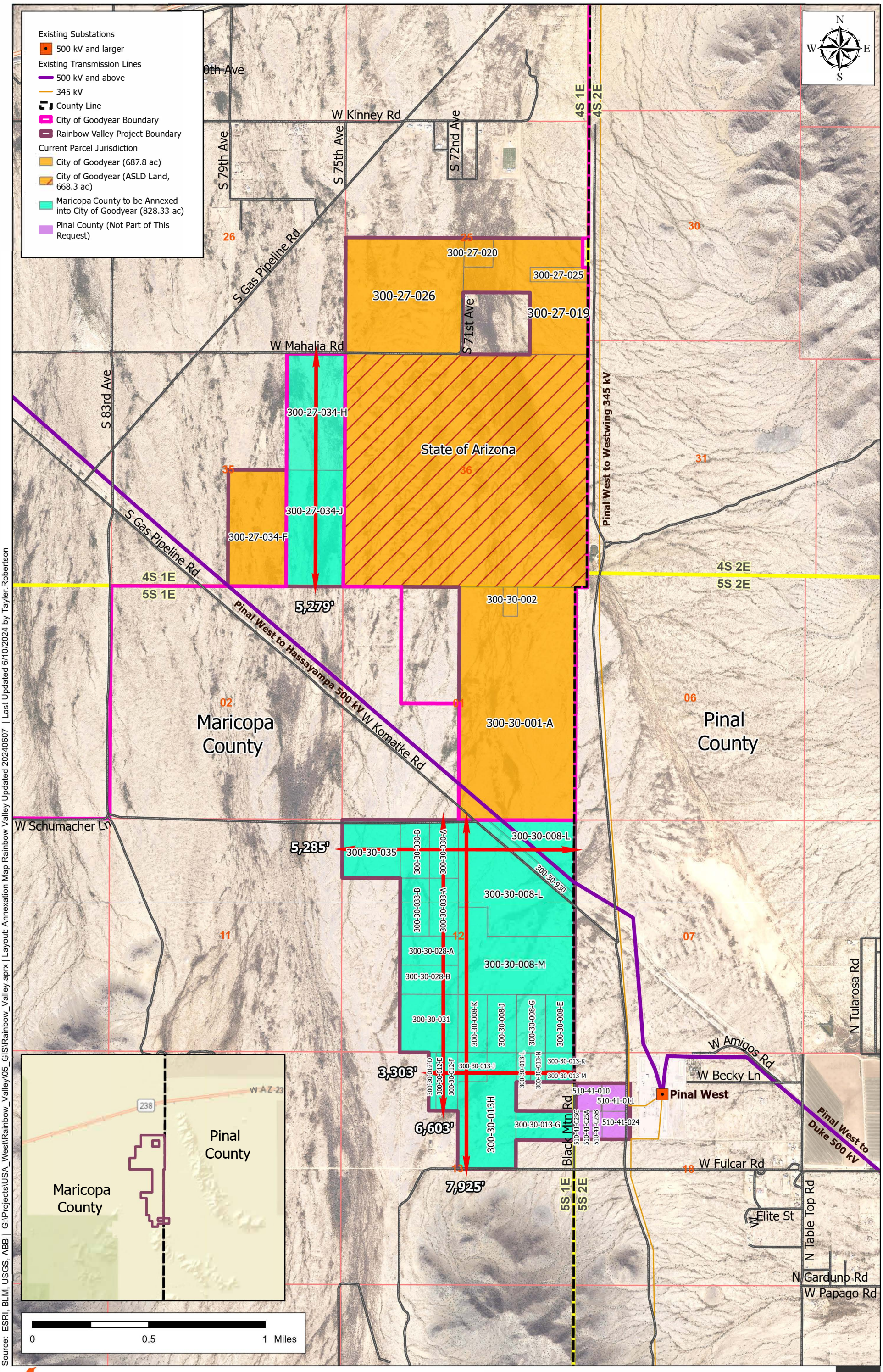
(General Area of Project and proposed annexation)



Name of Map: City of Goodyear

Description: Rainbow Valley Solar





eDF renewables

Rainbow Valley Solar Annexation Map - 6/10/2024

Rainbow Valley Solar Energy Project | Maricopa & Pinal Counties, Arizona

RESOLUTION NO. 01-768

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING ANNEXATION POLICIES, PROCEDURES AND CRITERIA FOR EVALUATING THE DESIRABILITY OF ANNEXING A PARTICULAR AREA INTO THE GOODYEAR CORPORATE LIMITS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED, by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

WHEREAS, requests for annexation of new areas into the corporate boundaries of Goodyear requires an evaluation of the benefits and consequences of providing the newly annexed area with City services; and,

WHEREAS, the Council desires policies, procedures and criteria for evaluating requests for annexation; and,

WHEREAS, annexation policies, procedures and criteria will enable the Council to make decisions on annexation that will result in a more efficient delivery of City services, as well as provide for a more logical extension of Goodyear's corporate boundaries; and,

WHEREAS, these annexation policies, procedures and criteria are in conformance with State legislation on Growing Smarter and Growing Smarter Plus, as well as the provisions of A.R.S. 9-471.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona, as follows:

Section 1. That the Annexation Policy, dated April 23, 2001, a copy of the Policy in its final form is attached hereto, is hereby adopted.

Section 2. That it is in the best interests of the City of Goodyear that this Annexation Policy be adopted and be used to assess the desirability of annexing a particular area into the City of Goodyear.

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona, as follows:

Section 3. That this Resolution shall become effective as provided by law.

PASSED AND ADOPTED this 23rd day of April 2001.

William O. Arnold, Mayor

ATTEST:

Dee Cockrum, City Clerk

APPROVED AS TO FORM:

James A. Oeser, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, the undersigned Dee Cockrum, being the duly appointed, qualified and acting City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Agenda is a true, correct and accurate copy of said Agenda for a regular scheduled meeting of the Council of the City of Goodyear, Maricopa County, Arizona held on the 23 day of April 2001, and was publicly posted in the appropriate designated posting sites on April 19 2001, at 5:00 p.m.

Given under my hand and seal, this 23rd day of April 2001.

Seal

CITY OF GOODYEAR INCORPORATED 1946 GOODYEAR, ARIZONA

Dee Cockrum
City Clerk

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CITY OF GOODYEAR

ANNEXATION POLICY
April 23, 2001

INTRODUCTION

The purpose of this annexation policy is to identify a process that the City of Goodyear will utilize in making annexation decisions. By employing a prescribed process and specified criteria, the Mayor and Council will have the pertinent information to determine whether an annexation request is in the best long-term interest of the City of Goodyear. According to State law, a plan, policy or procedure identifying how services and infrastructure will be provided to the anticipated development within the annexed area over a ten-year period is required for each municipality. The adoption of this policy will satisfy this State requirement.

The implementation of these policies will enable the Mayor and Council and City Staff to make decisions that will ultimately result in the efficient delivery of urban services, as well as protect the health and safety of Goodyear residents. Further, it will allow for the logical extension of Goodyear's corporate boundaries through annexation of County islands and appropriate adjacent lands.

Annexation requires the consent of the owners of at least one-half of the value of the real and personal property, and more than one-half of the property owners in the territory to be annexed as shown by the last County assessment. In addition, the consent and approval of the Mayor and Council are required for an annexation request.

In any annexation decision, the practical consequences and costs of providing services to the area to be annexed must be considered. While the annexation of new territory may certainly mean additional state shared revenue, the additional revenue to be gained must be considered in light of the necessary expenditures to provide services to the annexed area. Further, it is important to consider not only the short-term costs associated with an annexation request, but also the long-term benefits and City costs of providing services to the proposed annexation.

Prior to assessing the desirability of annexing a particular area, a determination must be made on whether the proposed area meets the State legal requirements for annexation. A.R.S. 9-471 provides the procedures and criteria for extending the corporate boundaries of a city.

LEGAL REQUIREMENTS FOR ANNEXATION

Contiguity, Size and Shape

Arizona law (A.R.S. 9-471) requires that the territory to be annexed must adjoin the boundary of the City for at least 300 feet. This provision does not apply if the area proposed for annexation is surrounded by the City on at least three sides.

The size and shape of the territory to be annexed must be a minimum of 200 feet in width at all points, exclusive of rights-of-way and roadways. The length of the parcel is measured from where the territory adjoins the City to the furthest point of the parcel and cannot be more than twice the maximum width of the annexed territory. These length and width requirements do not apply if the City surrounds the territory proposed for annexation on at least three sides.

Creating County Islands

The City cannot annex territory if, as a result of the annexation, it results in the creation of a County island. The City may annex only a portion of a County island, and this annexation would be exempt from the size, shape and contiguity provisions of A.R.S. 9-471 (H), provided the territory to be annexed is surrounded on at least three sides by the City.

Unincorporated Area

The City may only annex unincorporated territory. It cannot annex territory lying within the boundaries of another incorporated city or town.

County Rights-of-Way

A County right-of-way adjacent to the City with no taxable property may be annexed to the City with the mutual consent of the County Board of Supervisors and the Mayor and Council. The right-of-way must be adjacent to the City limits for the entire length of the annexation. No petitions or public hearings are required for these annexations.

SYNOPSIS OF ANNEXATION PROCEDURES

1. Landowner files application and petition requesting annexation, along with a filing fee of $5,000, with the City Clerk.

2. Staff provides an impact analysis of the annexation proposal to determine whether the City would be able to provide services to the newly annexed territory, and presents its findings to the Mayor and Council at a regular or special meeting of the Council.

3. Council will consider the annexation proposal, and make a determination on whether to authorize Staff to proceed with the annexation. If authorization is not provided, then no further action on the annexation will be taken and Staff will refund one-half of the fee paid by the applicant.

4. If Council determines that the annexation should proceed, then Staff would be authorized to follow the State statutory requirements for annexing the land into the City.

5. A blank (unsigned) petition containing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed shall be filed with the County Recorder.

6. Signatures for annexation shall not be obtained for 30 days after filing the blank (unsigned) petition.

7. A public hearing must be held within the last 10 days of the 30-day waiting period.

8. Notice of the public hearing must be published in a newspaper of general circulation at least six days prior to the hearing and at least fifteen days before the end of the 30-day waiting period.

9. Notices of the public hearing must be posted in at least three conspicuous public places in the territory proposed to be annexed.

10. Notice of the public hearing must be sent by first class mail to the Chairman of the County Board of Supervisors.

11. Notice of the public hearing, along with an accurate map of the proposed annexation area, must be mailed first class to each owner of real and personal property subject to taxation by the City in the event of annexation.

12. No alterations increasing or decreasing the proposed annexation area can be made after a property owner has signed a petition.

13. Signatures by the owners of one-half or more in value and more than one-half of the persons owning real and personal property, subject to taxation by the City upon annexation, must be filed in the office of the County Recorder within one year after the last day of the 30 day waiting period.

14. When all annexation requirements have been compiled with, an ordinance for annexation may be presented to the City Council for consideration.

BENEFITS OF ANNEXATION

Annexation is the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries. Since annexation of new areas into the corporate boundaries of Goodyear requires the extension of services to more people over a larger area, there are important questions that need to be addressed when considering whether annexation is in the best interest of the City of Goodyear.

There are many pro and con arguments that have been advanced regarding annexations. From the City's perspective, the major advantages to annexation are as follows:

- It can be used as a tool to effectively manage and control growth and development.
- It allows for the efficient delivery of municipal services.
- It can protect the City's revenue base by bringing into the City additional sources of revenue generating properties.
- It will increase the assessed valuation of the City.
- It will protect the City's borders by requiring properties developing on its borders to comply with municipal building codes, and zoning and subdivision regulations.
- Additional population will increase the City's share of State sales tax distributed to cities and towns in Arizona.
- Additional population will increase the City's share of motor vehicle fuel taxes distributed to cities and towns in Arizona.
- City ad valorem taxes will be assessed and collected based upon the assessed valuation of property within the area annexed.
- It protects the natural environment by providing the City with greater influence over the issuance of septic tank permits by Maricopa County.

From a landowner's perspective, annexation provides various benefits. Upon annexation, the City has an obligation to provide municipal services to the new territory on a similar basis as other areas of the City. The benefits include the following:

Water and Wastewater Services

Since the Maricopa County does not provide water and wastewater services, unincorporated areas must receive water from individual underground wells, or a private water company if one serves the area. Also, County wastewater service is typically provided by septic tanks and cesspools, or private sewer systems. The cost of combining with others and building water and wastewater infrastructure may be prohibitive. Further, the cost of adequately maintaining these facilities may also be costly for a limited number of residents and businesses.

With annexation, the extension of water and wastewater lines to the new territory would be permitted, and user fees for these services would be on the same basis as other residents and businesses on the City's central water and wastewater systems.

Fire Protection & Rescue Services

The City of Goodyear Fire Department is professionally managed, and with appropriate resources, is capable of providing fire protection and rescue services to Goodyear residents and businesses. The rating of the Fire Department may well reduce the fire insurance premium on residential, commercial and industrial properties.

Police Protection

The City of Goodyear provides regular patrolling in residential and non-residential areas by a competent, trained and well-equipped police force.

Zoning and Building Protection

The City provides protection of the environment, the lifestyle of residents, as well as property values through the adoption and enforcement of ordinances relating to planning, zoning, and building safety. State law provides that a city annexing an area shall adopt zoning classifications that permit uses and densities no greater than those permitted by the County at the time of annexation. It is the policy of the City of Goodyear to establish a city zoning classification at the time of Council approval of the annexation ordinance.

Street Maintenance

The City of Goodyear maintains dedicated and improved streets and rights-of-way. The City's Public Works Department has a regular schedule for cleaning all fully improved streets. In addition, the City provides standards that ensure the proper installation and maintenance of modern street lighting, traffic signals, street signs, major street improvements and sidewalks.

Parks and Recreational Services

The City provides public parks and recreational facilities, such as the Goodyear Aquatic Center, for the enjoyment of Goodyear residents and others.

Participation in City Government

Residents of Goodyear have a voice in the affairs of city government, including eligibility for City office, the right to vote in City elections, and the right to serve on voluntary boards and commissions.

CLASSIFYING ANNEXATION TYPES

Annexation requests may be initiated either by the City or by citizens residing immediately outside the Goodyear municipal boundaries. The initial consideration of an annexation request should be a careful review of the desirability of annexing the territory into the City of Goodyear, as well as making a determination on whether the legal requirements as provided by Arizona State Statutes for annexation are complied with.

To evaluate annexation requests, it is first necessary to classify the various types of annexations that the Mayor and Council may consider. For purposes of these policies, annexations shall be categorized as follows:

General Area:	Proposed annexations of developed or undeveloped land.
County Island:	Proposed annexations that are surrounded by the Goodyear corporate limits on at least three sides.
Rights-of-way:	Annexation of existing roadways located within Maricopa County.

CRITERIA FOR EVALUATING GENERAL AREA AND COUNTY ISLAND ANNEXATIONS

The following criteria will be used to determine whether it is beneficial now or at some point in the future to annex an area or if some lands would never be beneficial to annex:

A. Ability to provide basic services in a timely manner and with an acceptable revenue to cost ratio.

The first question that will be addressed is whether the City has sufficient resources to provide services to both existing and future development. Does the City have sufficient water resources and wastewater capacity to serve the area now and in the future?

Can the City provide fire service to the existing or planned development in a timely manner? If the area is beyond a reasonable response time from existing facilities, the City can pursue one of three options: (1) Build a new facility and staff it partly or fully; or, (2) provide fire service from existing facilities if service can be provided on a similar basis as other residences and businesses within the City; or, (3) If feasible, contract with another agency to provide an appropriate level of service on a temporary basis.

The key phrase for this criterion is "timely manner". If service cannot be provided for several years, it may be better to wait a few years until development catches up with the area. The long-term drawback to this approach would be if development occurs within the County to lower standards and less amenities than Goodyear would require with annexation and development. This may result in pressure from County residents in the future to "fix" their infrastructure problems. In addition, this approach will complicate area-wide transportation and utility improvement planning and implementation.

The City utilizes a fiscal impact model to assess the revenues and costs associated with a proposed annexation and development. Generally, the model has projected negative cash flow results over a ten-year period with most residential developments, positive revenue results with commercial development, and varied results with mixed-use developments, depending upon the amount of commercial land use in comparison with the residential uses. In those areas that produce a negative fiscal impact, the City will need to determine whether it is willing to subsidize an area for the short-term in order to obtain long-term economic gains. If the City is willing to provide these short-term investments in a development, then what is the criterion for an "acceptable" level? By how much and for how long? In some cases, a proposed annexation may be highly desirable to the City's growth and development. A policy of not providing any level of short-term monetary investment in a development for any length of time may result in the area developing within Maricopa County and the loss of any future development and revenue opportunities.

B. Long-term desirability for community development and economic growth as well as preservation of revenue of likely future land uses that would occur in the area.

Most recent annexation requests considered by the City have been County lands that are either vacant or partly developed with scattered, low-density housing. If the property is partly or fully developed, what is the quality of the use? Will the land uses remain or evolve into other land uses after annexation? Will the existing land uses have no impact or a detrimental impact on the attraction of high quality residential, commercial and industrial growth to nearby vacant parcels? After an evaluation of the existing land uses, there may be important policy reasons for annexing an area with some substandard land uses and structures for economic and planning considerations.

Annexing areas that have undesirable land uses with code violations should be avoided, unless these areas need to be annexed to reach more desirable development and vacant land. If the land use is unlikely to change, then the City should bypass these areas if it does not violate any legal requirements. In considering any proposed annexations, it is important to insure that no noise sensitive land uses develop in locations that could hinder the operations of Luke Air Force Base or the Phoenix-Goodyear Airport.

C. Likelihood of the area being developed in Maricopa County and never wishing to annex, or being annexed by another city or town.

If a property is a County island, or located completely within the City of Goodyear's strip annexed area (east of Perryville Road), then the landowners' options regarding annexation will be very limited. The area will be either developed within the County, or be annexed into the City of Goodyear. If the lands, such as Sarival Gardens and Sweetwater Estates, were developed years ago within the County and the residents appear to be satisfied with the County's level of service, it is unlikely that the residents will desire annexation and will likely resist it, unless the City wishes to make unrealistic concessions. In these cases, the City should not annex existing areas without the landowners agreeing to upgrade their infrastructure to City standards, and should not provide additional city services without annexation. The City should avoid assuming ownership and maintenance of substandard infrastructure that will financially burden the existing City residents.

If the City entertains an annexation proposal that is outside the strip annexed area and the City's Planning Area, it may be necessary to annex the property if it has strategic value to the long-term economic interests of the City and there is a possibility of losing the opportunity for annexation to another municipality.

D. Ability to control the quality of land use types and appearance and the standards for constructing infrastructure.

If lands within the City's strip annexed area are undeveloped, then there is the possibility of lower quality projects and substandard infrastructure developing within Maricopa County. However, low quality development is more unlikely today than it was several years ago since the County has continued to raise its zoning and subdivision standards and appears to be less interested in serving leap frog developments.

E. Compatibility with General Plan, infrastructure needs and timing of development.

Is the proposed annexation and development proposal compatible with the City's General Plan? If the property is not located within the Goodyear Planning Area, the City will require that a General Plan amendment be processed. The General Plan will determine the appropriate land uses for the area, as well as the

infrastructure needs for the development. If the City cannot provide services to the area under the prescribed timeframe for development, or there is uncertainty on the timing of development, then a pre-annexation agreement will be utilized. The pre-annexation agreement can specify the phasing and timing of development. Annexation of land will not be an automatic guarantee of immediate zoning of any type or intensity of land use if that zoning does not otherwise fit with good planning.

Having land within Goodyear's corporate limits gives the City the ability to control the timing and intensity of zoning. The burden of proof will be on the landowner requesting zoning to demonstrate that it is necessary for reasonable use of the land and that a market exists. Providing a development fee ordinance that is structured for the extraordinary costs of extending services to areas outside the City's existing infrastructure and services is one way to avoid leap frog development. Another way is to condition zoning on a reasonable schedule for development and to revert the zoning if no construction occurs or the agreed upon minimum amount of construction does not occur.

CRITERIA FOR EVALUATING ROADWAY ANNEXATIONS

It is the policy of the City of Goodyear to annex only those County roadways that have either been improved to prevailing City standards, or the County has provided funds to the City for upgrading those roadways. Deviations to this general policy may be appropriate in some cases where there are strategic reasons for annexing roadways to provide more efficient service delivery to Goodyear residents or to reduce jurisdictional confusion.

SUMMARY OF KEY ANNEXATION POLICIES

1. It is the City's policy to minimize any short-term subsidies and maximize the long-term benefits through careful determination of which areas should be annexed and provide the optimum timing for annexation and development.

2. City Staff will continue to apply a fiscal impact model to each annexation and development proposal.

3. Developed County residential subdivisions will be required to upgrade their infrastructure and facilities through the use of improvement districts or other means prior to annexation.

4. The City will not extend infrastructure or provide any services to areas outside the corporate limits without annexation or a commitment to annex in the future.

5. Pre-annexation agreements should be used by the City with single ownership annexation proposals in order to specify the infrastructure needs for the development and the schedule for development of the annexed lands.

6. Premature rezoning of annexed lands should be avoided.

7. Annexation requests, other than roadway annexations, will be evaluated using the five criteria in this policy which results in a Staff recommendation for annexing the property now, in the future or not at all.

8. The City should annex only those County roadways that have either been improved to prevailing City standards, or the County has provided funds to the City for upgrading those roadways.

AGENDA ITEM # 9. C.
DATE: April 23, 2001
COAC NUMBER: 01-1030

CITY OF GOODYEAR
CITY COUNCIL ACTION FORM

SUBJECT: Resolution No. 01-768 adopting an Annexation Policy for assessing the desirability of annexing new areas into the Goodyear corporate limits.	**STAFF PRESENTER:** Harvey Krauss, Community Development Director **COMPANY** **CONTACT:** N/A

RECOMMENDATION:

Council approve Resolution No. 01-768 adopting an Annexation Policy, dated April 23, 2001, for assessing the desirability of annexing new areas into the corporate limits of Goodyear.

DISCUSSION:

Staff has drafted an Annexation Policy summarizing the legal requirements and various procedures for annexation, the benefits of annexation, and criteria for evaluating various types of annexations. These policies, procedures and criteria will enable the Council and Staff to better assess the desirability of annexing new areas into the city limits. A careful review and evaluation of the various costs and consequences of annexing a particular area in the City will ultimately result in the more efficient delivery of City services to existing and future residents of Goodyear.

Further, the Growing Smarter Plus legislation required that cities and towns approve a "plan, policy or procedure to provide the annexed (land) with appropriate levels of infrastructure and services to serve anticipated new development within 10 years after the date when the annexation becomes final..." The adoption and application of this Annexation Policy will enable the City to satisfy this new State requirement.

A work session was held with Council on this draft annexation policy, and Council members had the following comments:

1) Incorporate the legal requirements for annexing property into the proposed policy.

A synopsis of the legal requirements and procedures for annexations has been added to the policy.

2) Provide the annexation fee in the policy.

This has been added to the policy, as well as the City's policy of refunding one-half of the fee if the Council does not authorize the Staff to proceed with the annexation after an evaluation of the benefits, costs and consequences of annexing the land.

3) There was a question on whether the policy should be adopted by ordinance rather than resolution.

Originally it was Staff's understanding of Growing Smarter Plus that the "policy, procedure or plan" needed to be adopted by ordinance. However, the League of Arizona Cities and Towns has advised Staff that the policy does not require adoption by ordinance. Typically, policies are adopted by resolution, and Staff has drafted a resolution rather than an ordinance for Council to consider for adoption.

If Council adopts this Annexation Policy, then the Policy will be distributed to those individuals and parties interested in submitting an annexation petition.

Current Policy

In November 2000 Council adopted a two-step process for evaluating annexation requests. First, the Staff would provide an initial impact analysis for this annexation, and present this analysis to the Council for their consideration. Based upon Council evaluation of this analysis, Council would make a determination on whether the annexation should proceed any further in the process. If the annexation fails to warrant further consideration, then no further time or expense by the City would be incurred and the City would refund the applicant one-half of the annexation filing fee of $5,000. If Council authorizes Staff to proceed with the annexation, then the statutory steps involved with processing an annexation would be followed. These steps have been incorporated into the proposed Annexation Policy.

FISCAL IMPACT

The Annexation Policy requires that the Staff evaluate the short-term and long-term costs associated with annexing a particular area into the city limits.

REVIEWED BY:

City Manager

City Attorney

Finance Director

PREPARED BY:

Rainbow Valley Energy Center

Annexation Request

A request to annex approximately 711.17 acres of unincorporated Maricopa County land Into the City of Goodyear, Arizona

Narrative Report

3rd Submittal: April 17, 2024

Applicant, submitted on behalf of EDFR:

ROSE LAW GROUP pc
RICH ▪ CARTER ▪ FISHER

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Submitted to:

City of Goodyear

Planning and Zoning Department

1900 N. Civic Sq, 2nd Floor | Goodyear, AZ 85395

Prepared by:

ROSE LAW GROUP pc
RICH ▪ CARTER ▪ FISHER

In consultation with:

SUMMIT
LAND MANAGEMENT

On behalf of:

EDF renewables

EDF Renewables, Inc. North America

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INTRODUCTION

This narrative report provides all pertinent information to initiate the process of annexing approximately 711.17 acres of unincorporated Maricopa County land (the "Annexation Property") into the City of Goodyear to facilitate development of the Rainbow Valley Energy Center (the "Energy Center"), proposed by Solar developer EDF Renewables inc. (herein "EDFR") within the City of Goodyear, Arizona.

A formal request for annexation and a Special Use Permit (SUP) Application are being concurrently submitted to the City of Goodyear and will be processed independently. EDF Renewables Inc. respectfully requests that the city prioritize the SUP's approval, stipulating it becomes effective only upon the property's legal annexation. This ensures that the city will only approve the annexation after the Energy Center has finalized the off-taker agreement, confirming the project's progression.

The conditional approval of the SUP is crucial for the Energy Center to finalize the off-taker agreement. If this approach is accepted, the annexation will be processed concurrently with the SUP request, but final adoption will not occur until the off-take agreement is executed, which is anticipated in the coming months.

About the Developer

EDF Renewables Inc. is one of the largest renewable energy providers in North America, boasting over 20 gigawatts of wind, solar, battery storage, and electric vehicle charging projects developed and currently operating throughout the United States, Mexico, and Canada. EDF Renewables, inc. is a long-term owner and operator of renewable energy projects and developments throughout North America and is determined to build a new net-zero fossil energy future with renewable electricity and innovative sustainable energy solutions to deliver the highest value to their customers, communities, and future generations.

With over 35 years of alternative energy development and production experience, EDF Renewables, Inc. provides services to millions of customers through its renewable energy projects and supporting subsidiaries. Employing nearly 1,400 professionals throughout North America, the regional EDF team's passion and deep and diverse experience across the many facets of the renewable energy industry is applied to each new project to ensure the highest quality products, materials, and services, while developing the best-in-class energy facilities, which adhere to the utmost operational safety standards and industry best practices.

EDF Renewables, Inc. is focused on bringing world-class renewable energy production developments and facilities to the southwest and Arizona, with 10 similar renewable energy projects planned or currently under development throughout central and southern Arizona. The Developer earns the trust of all partners and communities they serve by applying their core values and company-wide mission to everything they do. These values include Safety, Partnerships, Good Sense Accountability, Teamwork, Transparency, Respect, and Passion.

Annexation Request

Purpose of Request

Rose Law Group pc (the "Applicant") submits this request for annexation on behalf of Rainbow Valley Energy Center LLC, a subsidiary of EDF Renewables, Inc. ("EDFR"). The Applicant is requesting to annex approximately 711.17-acres of unincorporated Maricopa County Land (the "Annexation Property") into the City of Goodyear (*See **Table 3***: Annexation Parcel Table) to facilitate development of a proposed solar and battery energy storage project (the "Energy Center" or "Project").

A Special Use Permit ("SUP") will be concurrently submitted to the city for consideration along with the formal annexation request. The SUP should be processed and approved prior to the annexation being finalized, with a stipulation indicating it will not take effect until (and unless) annexation is formally approved. Both requests are proposed to be processed, reviewed, and considered concurrently, with formal adoption of the annexation contingent on EDFR executing an off-taker agreement.

SITE CONDITIONS & CONTEXT

General Location

The Annexation Property is primarily situated south of the City of Goodyear, beginning at the southwest corner of Schumacher Lane and 71st avenue and continuing south of the city limits, ending at Fulcar Road to the south. An additional 80-acres (APN: 300-27-034J) of unincorporated land situated to the northwest of much of the Annexation Property area is also requested to be incorporated into the City of Goodyear. This area is bounded by the City of Goodyear limits to both the east and west.

Together the 711.17-acre Annexation Property is primarily bisected by W. Komatke Road (running northwest to southwest through the Project site) and W. Schumacher Ln (running West to East). The entire Annexation Property area is situated north of W. Fulcar Road, west of Pinal County's westernmost boundary and east of S. 83rd Avenue. (See ***Exhibit 1****: Vicinity Map*).

Project Context

Regionally, the Annexation Property is located northeast of the South Maricopa Mountains Wilderness, bordering the Palo Verde Mountains to the east and the Mobile Valley basin to the south. The Property itself is in Little Rainbow Valley, just south of the City of Goodyears southernmost boundary. (See ***Exhibit 2:*** *Birds Eye Aerial*).

Currently, all land under control by EDF Renewables, inc. and a part of the Energy Center Project (including land currently with the City Boundary) totals approximately 2,067.7 acres of vacant land. The proposed Annexation Property area is located approximately 4.5 miles to the southwest of State Route 238, generally south and west of the unincorporated town of Mobile and located approximately 10.5 miles southwest of the City of Maricopa. As previously stated, the entire Annexation Property is within Maricopa County, bordering the Pinal County limits to the east.

Existing Conditions

The entire 2,067.27-acre Energy Center, which includes areas within the city is currently vacant and has never been developed or improved. Nearly all the adjacent and surrounding parcels are also vacant, undeveloped, or underdeveloped, with limited land use activity found existing within the vicinity of the Annexation Property boundaries. Portions of the Annexation Property and Project area in its entirety are within a floodplain, with a .2% Annual Chance Flood Hazard. Effective Floodplain "X" runs through much of the Energy Center Project site, however none of the Annexation Property is within the proposed Gila River Floodplain Study area.

City of Goodyear & Arizona State Land Department (ASLD)

Approximately 1,356.10 acres of the Energy Center Project site are located within the City of Goodyear, zoned Agricultural- Urban (AU) with a mix of Scenic and Traditional Neighborhood or Agricultural- Open Space land use designations. An additional 668.3 acres of the Project area is managed by the Arizona State Land Department and located within the City of Goodyear, currently zoned Planned Area Development (PAD). (See ***Exhibit 3****: Existing Zoning Map*).

Maricopa County

Approximately 711.17 acres of the Project area (the Annexation Property) are located within unincorporated Maricopa County and zoned Rural-Residential (RU-190). This land has a mix "Unincorporated Maricopa County- Rural" or "Undesignated- Open Space" land use designations and is completely vacant. (See ***Exhibit 3****: Existing Zoning Map*).

Annexation Property

As described above, the Annexation Property is generally located at the southwestern edge of the City of Goodyear limits and the westernmost edge of Pinal County. ***Table 1*** below describes all surrounding zoning and land uses, as well as their corresponding jurisdictions. (See ***Exhibit 4:*** *Annexation Map* & ***Table 1*** surrounding Zoning and Land Use), below:

Table 1: Surrounding Zoning and Land Uses

Location	General Plan Designation	Zoning	Land Use Description
Site	Neighborhood, Scenic Neighborhood, Agriculture, and Open Space	PAD Agricultural- Urban	Vacant, Agricultural
North	Neighborhood	PAD (Goodyear)	Vacant, Agricultural
South	Not within City of Goodyear Planning Area	RU-190 (Maricopa County)	Vacant, Agricultural
East	Pinal County	RU-190 (Maricopa County)	Vacant, Agricultural
West	Neighborhood, Scenic Neighborhood, Agriculture, and Open Space	RU-190 (Maricopa County)	Vacant, Agricultural

RAINBOW VALLEY ENERGY CENTER

The Energy Center Project

The Rainbow Valley Energy Center project (herein the "Energy Center" or "Project") consists of the development and construction of a solar energy generation and a battery energy storage system ("BESS") facility on approximately 2,067.27 total acres (herein "Site"). As previously indicated, the 711.17-acre Annexation Property included in this Project proposal will be required to annex into the City of Goodyear and is the specific purpose of this request.

The Project features solar power generation and battery storage through the on-site assembly and placement of photovoltaic (PV) modules producing up to 300 megawatts of power and up to 300 megawatts of battery energy storage system (BESS), with associated support systems. As is described in detail within the "Justification and Economic Benefits" sections of this narrative, the approval of this annexation request is not only necessary for the Projects successful development but is also in the long-term interest of city.

The incorporation of the Annexation Property will net significant economic benefits to the city while facilitating the development of a vital community resource. This annexation will ensure the city retains and manages the growth and development of an area within its future Planning boundaries while capturing revenue from an area that has otherwise remained underutilized. This request also presents an opportunity for the city to not only control the development of the area and appearance of the Energy Center but avoids conflicting development standards from being applied to this portion of the Project area by Maricopa County.

With this in mind, it's clear that incorporation of the Annexation Property is not only necessary for the city to impose reasonable conditions on the Energy Center Project through the Special Use Permit process but required for EDF Renewables to develop the Energy Center Project in a consistent and orderly manner.

Community Benefits

The incorporation of the Annexation Property, through this request, presents a pivotal opportunity for the city to facilitate the development of a competitive and efficient renewable resource for its community. The inclusion of the Annexation Property will enable the incorporation of necessary renewable energy infrastructure into Goodyear, serving as a central component to meeting the city's long term energy goals.

By integrating Annexation Property into the Project area currently proposed within the city limits, EDF Renewables can optimize the layout and operational efficiency of the facility, thereby enabling the city to capture not just a portion but all the community and economic benefits of the Project. Furthermore, the incorporation of the Annexation Property into the city will enable the Energy Center Project to be better aligned with city's Community Goals, including Goodyear's physical growth and development objectives and future energy needs by *maximizing the availability and use of renewable sources of energy* within the city limits[1].

[1] See *Goodyear 2025, Chapter 4 "Community Goals" Physical Growth and Development Goal GD-9*.

Utilities and energy providers throughout the nation have made it known that renewable solar energy production and BESS facilities are essential for the strategic advancement and security of the energy supply and electric grid. This has become increasingly clear in our state, as significant growth has demanded substantial development of renewable energy production and energy storage Projects to keep up with demand and meet the capacity requirements of the local electric grids, including the grids managed by the local utilities serving the City of Goodyear and neighboring communities.

The Rainbow Valley Energy Center will be an important component for the continued modernization of the local electric grid and will be optimized to serve the Goodyear community in multiple ways. This includes providing reliable and consistent power year-round through clean solar energy generation and supplying immediate power for 'peak' demand events and backup energy to reduce or avoid blackouts using BESS equipment. The Energy Center increases grid resiliency by quickly and efficiently supplying energy in response to intermittent or inconsistent energy supplies from other sources.

Economic Benefits[2]

In addition to being a necessary component of dependable and renewable power for the local community, the proposed solar energy and BESS Energy Center is anticipated to generate significant local economic development for Goodyear over its lifespan, including millions of dollars in direct and immediate construction spending.

EDF Renewables has engaged Elliot Pollack and Company, the state's preeminent economist, to conduct a comprehensive study of the Project's economic impact and benefits to the City of Goodyear. The findings underscore the positive implications the Project holds for the city and its taxing districts, including schools. Preliminary estimates reveal that over a 35-year span, the Energy Center is projected to generate approximately $58.8 million in fiscal impacts locally from construction and operations.

Of the tax revenues accrued, a substantial portion will be allocated to school districts, amplifying support for educational initiatives with an estimated $27.5 million contribution over three decades. During the construction phase, the Project will create hundreds of immediate job opportunities, injecting millions into wages and creating numerous ancillary employment opportunities within the local community. The Energy Center is anticipated to yield an estimated $3.2 million in use taxes to the City of Goodyear from taxable materials and construction. By annexing the Maricopa County land, the City of Goodyear will collect an additional $4.1 million in total tax revenue over the life of the project, compared to the Project developing without the annexation.

The Project's eventual development and ongoing operation would result in 5-10 permanent, full-time jobs with over $20 million in wages over its operational lifespan. Additionally, this Project will increase the city of Goodyear's utility self-sufficiency and energy supply for future residential and related developments that may expand into this area. Ultimately, the Project's operations and success is expected to generate

[2] See *Rainbow Valley Solar Project Economic & Fiscal Impact Report*.

hundreds of thousands of dollars in tax revenue annually for the city, surrounding communities, and special districts.

Fiscal Impact Summary Rainbow Valley Solar Project (2024 dollars)	
Construction Impact	
State use tax	$10,724,000
City of Goodyear use tax	$3,230,800
Secondary revenues from employment	$615,900
Operations Impact	
Personal property tax	
City of Goodyear	$6,002,000
Maricopa County	$10,260,000
School Districts	$27,580,000
Secondary revenues from employment	$451,500
GRAND TOTAL FISCAL IMPACT	**$58,864,200**

Source: Elliott D. Pollack & Co.; EDF Renewables; IMPLAN

Moreover, the Project's development and operation promise to furnish the city of Goodyear with a steady stream of tax revenue, benefiting not only the city but also surrounding communities and special districts. Leveraging state lands for the solar project not only enhances productivity but also generates taxable revenue previously untapped. By embracing this Project, the city stands to capture a new revenue stream that aligns seamlessly with the objectives outlined in the City of Goodyear General Plan, facilitating growth and prosperity while minimizing the strain on municipal services.

In summary, the Project represents a transformative opportunity for the City of Goodyear, delivering tangible economic benefits, enhancing energy security, and fostering sustainable growth while minimizing strain on municipal services. This annexation request allows the project to be developed in the most efficient and beneficial way for both EDFR and the City of Goodyear.

Project Compatibility

The proposed Project is not only compatible with the existing uses found in the surrounding area, which consists of vacant or underdeveloped land, but is consistent with the current character of the area. For example, both the SRP and TEP Substations, other utility structures and associated transmission and gas line corridors are all found in the vicinity of the Annexation Property. The existing character and conditions of this area of Goodyear has created a unique opportunity for the continued development of utility services, energy production, Battery Energy Storage, and similar land uses in this area.

Notably, this use is also temporary and will be completely decommissioned at the end of its useful life. That means that in the future, when this area may be better suited for development or have different characteristics, the Project will be ready to be decommissioned and this area can be repurposed for the needs of the day. The Project is the perfect opportunity to derive economic benefit from an interim use of land, while meeting the community growth and development objectives, and energy goals in the immediate.

Water Resources

Solar generation and Battery Energy Storage Systems and their associated operations and systems are incredibly low impact uses. The use of water resources by the Energy Center for its daily operation is almost non-existent, with water only required for routine washing and maintenance purposes on a quarterly bases. As with all developments, water is required for firefighting, dust control and safety purposes. As such, permanent aboveground water storage tanks are proposed for the Site and will only be used for minimal O&M tasks, including services for any facilities, and support for on-site fire-safety requirements. Based on typical requirements of the city, other local fire district and best practices for the land uses and structures proposed, an appropriate water supply capable of supplying the required fire flow for fire protection maintenance needs will be provide on Site.

Despite the size of the Project, it has little to no other water needs, placing no increased pressure on the current regional water supply. Therefore, support of the Project's development is not anticipated to require any additional water resource infrastructure or improvements beyond the placement of any necessary water storage towers.

EDFR aims to secure an ample water supply for both the construction and ongoing operations and maintenance of the Project site, by utilizing a general industrial groundwater permit or purchase water from a local water purveyor, emphasizing sustainable water management practices to meet their already minimal operational needs efficiently. By utilizing an industrial groundwater permit for water production purposes and on-site storage tanks EDF can meet both their construction and operational water needs.

Noise & Traffic

This Project is not expected to produce any noise, traffic, or emissions, therefore the impact on any surrounding land uses or properties is negligible. The only roadway or access necessary for operation of the site is a two-lane roadway to be used exclusively for maintenance and operations employees and off-site deliveries, which occasionally support and service the site.

Fire & Emergency Services

A Fire Prevention Plan will be prepared for the construction, operation, and decommissioning of the facility. The plan will include measures to safeguard human life, prevent personnel injury, preserve property, and minimize downtime in the unlikely event of a fire incident. Fire protection measures will include fire prevention and emergency services during construction. The Developer anticipates working closely with local fire officials and providing the level of protection that those local officials request. This will ensure the project serves the highest benefit to the Goodyear community with the smallest risk level

obtainable. If the City of Goodyear Fire Department is unable or uninterested in serving this Site, EDFR will work with private providers to allow for service that satisfies Goodyear Fire Department Requirements. EDFR is also performing due diligence into possibly incorporating the Site into nearby Fire Districts.

EDFR places paramount importance on the safety of both construction workers and full-time operations & maintenance employees. Recognizing the heightened risks during construction, particularly with heavy equipment and a large workforce, the developer is committed to ensuring site safety by advanced contact with private ambulance and emergency services during the construction and pre-operational phases of the Project. This initiative-taking measure not only enhances safety protocols but also contributes to a swift response at the construction site, minimizing risks and alleviating the burden on Goodyear emergency Services during this phase of the Projects development & operation.

I-11 Corridor

EDFR maintains a steadfast commitment to sustainability and the enduring operational life of the Project. Acknowledging the site's location and adjacency to the future I-11 corridor, the developer is committed to helping ensure the viability of that corridor. To facilitate this, EDFR pledges to refrain from constructing permanent structures within the corridor and will stipulate that during the use permit and site planning process.

Instead, the focus will be on deploying only non-permanent structures such as solar arrays within this corridor, allowing flexibility for modifications to the Project's operations and ensuring efficient and unobtrusive development within these portions of the corridor. By focusing permanent improvements within areas of the Project that will not be affected by any future development of I-11, the Energy Center will be able to remain fully functional and produce energy at a consistent rate during any possible I-11 roadway construction in the future.

City Services:

The Project site will need to be served by a local fire district and be accessible to other city agencies for inspections during the construction phase and during ongoing operations, in case of emergency. Therefore, to ensure the well-being of workers and the longevity of the facility, EDFR will offer to reimburse the city to enlist third-party contracted inspectors to oversee construction work and monitor any necessary infrastructure improvements.

To be clear, the Developer intends to make the process of inspecting and managing the development and permitting of this project as simple as possible for the city and is willing to reimburse third-party inspectors and deploy them per the city's request. This initiative-taking approach demonstrates EDFR's dedication to creating a facility that not only prioritizes safety but also stands as a lasting asset for the City of Goodyear while simultaneously saving the City's Inspections Department valuable resources and time in the process.

As previously discussed, the Energy Center water usage requirements are extremely low, therefore no additional water services from the city of Goodyear will be needed for the ongoing operational use of the

site. The Energy Center will not require a permanent staff to be stationed at the Site, therefore no additional wastewater, sewer or fresh water supply is necessary for the Site.

Table 2, below, outlines the utility and services providers anticipate for the Subject Property:

Table 2: Utilities and Services

Utility or Provider	Service
Water	Onsite Industrial Well / Water Storage Tank
Sewer/ Wastewater	Not Needed
Electricity	SRP and APS Service Areas
Fire Station	Goodyear Fire Department Station #187 OR independent private provider or local Fire district
Police	Maricopa County Sheriff's Department
Emergency Services	Third- party Private Emergency Services
Telecommunications	Various

Site Access & Infrastructure Improvements

The Energy Center will help serve the current energy needs of the entire community by providing an additional renewable energy source mixed with reliable BESS. Additional utility, telecommunication, and transmission infrastructure will all be required to be constructed for support of the Energy Center's ongoing operations. Off-site right-of-way improvements will also be necessary to appropriately construct and develop the Site as well as to allow appropriate access to the Site by inspectors, fire and safety personnel and operations and maintenance staff.

Although the Energy Center will only require operations and maintenance staff to periodically (typically once every 2 to 3 months) visit the site for maintenance and inspections work, EDFR understands that adequate access to the Site is required. Therefore, the developer does expect to dedicate, improve, and maintain segments of current simi-improved roads and rights-of-way that will be used to access the Project Site.

The developer proposes the primary access to the Site be provided via S. 83rd Ave, connecting the entirety of the Site to State Route 238 situated north of the Project Site. Two (2) primary east-west aligned roads will connect both the northern and southern portions of the Site to S. 83rd Ave. Including Nahalia Rd, accessing the northern half of the Site that is currently within the City of Goodyear, and W. Schumacher Ln allowing access to the southern portion of the Site, herein the 'Annexation Property. Alternatively, the developer proposes the following Secondary access options: W. Fulcar Rd, accessing the Annexation Property and the southern portion of the Project Site to the east. W. Fulcar Rd. connects to N. Hidden Valley Rd. N. Hidden Valley Rd. offers two (2) alternative access routes via various simi-improved Pinal County Roads, which can provide access to both SR 238, north of the Project site, and SR. 347 aligned

south of the Site. Please see ***Exhibit 5***: *Site Access Map*, which describes all proposed Site Access routes and alignments.

All county roads and rights-of-way within or used to access the site boundary, not currently within Goodyear city limits, will be annexed into the City of Goodyear as part of this annexation request. Additionally, a Traffic Study will be conducted and submitted for review to the City of Goodyear's Traffic Engineer. This study, in part, will assess the current condition of the primary roads accessing the project site. The findings will inform the necessary level of improvements to ensure safe and effective access to the Site boundary during construction and ongoing operations of the Energy Center.

The roadway improvement standards will be developed and stipulated in consultation with the city reviewing authorities and any Fire District servicing the Site during the Site Planning phase of permitting. During which time both the level of roadway improvement and rights-of-way dedications appropriate for all fire, safety, and inspections personnel to access the Site will be determined.

Roadway Improvements:

The developer will improve, if necessary, any minor collector roads identified as primary access routes to the site, as detailed in ***Exhibit 5:*** *Site Access Map.* As previously mentioned, the specific right-of-way segments recommended for improvement and the extent of these improvements will be determined based on a Traffic Study that analyzes roadway conditions, conducted during the Site Planning review of the Project.

The following roadway improvements standards are proposed:

1) All primary rights-of-way identified as "minor collector roads" shall have a subbase of compacted gravel, sufficient to provide safe access to the Site by fire and public safety vehicles, construction vehicles and equipment, and other operations & maintenance vehicles and equipment.
2) This standard is contingent on the recommendations provided in a Traffic Study, the requirements set forth by the local fire district and fire code and/ or deemed necessary by any other responsible agency who may be required to access the Site.

Right-of-way Dedication:

EDFR shall dedicate additional half-street rights-of-way for only roads formally designated as "minor collectors" and specifically proposed to be used as primary access to the Site:

The developer shall adhere to the following right-of-way dedication requirements for roads used for primary emergency and vehicular access to the Site:

1) Additional half- street dedications of no more than 55-ft (from centerline) of all "minor collectors" (as identified with the Counties adopted Comprehensive Plan-Transportation Map) used as primary access to the Site, or as deemed necessary by the city's Public Works Director prior to obtaining a building permit.

JUSTIFICATION OF REQUEST

Support and approval of this annexation request would incorporate the Annexation Property, which makes up the remaining portions of the Project site, including any currently maintained County roads and right-of-way found within the Annexation Property, into the City of Goodyear. The City will also be presented with a SUP request that will be stipulated not to take effect until and unless the final legal annexation is approved. The annexation will not be finalized until EDFR executes an off-taker agreement. No additional zoning or general plan amendments are required currently, and the SUP process gives the City the authority to condition approval on requirements that the Project be a benefit to the City and its residents.

Arizona Revised Statutes §9-471:

This proposed annexation conforms to the requirements of Arizona Revised Statutes §9-471:
A.R.S. §9-471 Section A.1 requires a "description and an accurate map of all the exterior boundaries of the territory contiguous to the city or town proposed to be annexed." (*See* ***Exhibit 4****: Annexation Map*). As illustrated in the attached Exhibit, the requested annexation conforms with all conditions of Section H, fitting the requirements for a contiguous parcel of annexation (*Id.).* For the reasons stated below, this parcel is contiguous under the current Arizona annexation statute.

Under §A.R.S. 9-471*, territory is not contiguous for the purposes of [annexation] unless:*

1. *It adjoins the exterior boundary of the annexing city or town for at least three hundred feet.*
    - The proposed annexation area borders the entire southern edge of parcel 300-30-001-A within the city of Goodyear for a linear distance of 2,651 feet.
2. *It is, at all points, at least two hundred feet in width, excluding rights-of-way and roadways.*
    - The shortest boundary width of any annexed parcel encompassing the project area, at any point, is 661 feet extending horizontally across parcels 300-30-013K and 300-30-013M.
3. *The distance from the existing boundary of the annexing city or town where it adjoins the annexed territory to the furthest point of the annexed territory from that boundary is not more than twice the maximum width of the annexed territory.*
    - The city of Goodyear's southern-most boundary, which adjoins the proposed annexations, is situated along the northern-most boundary of parcel 300-30-008-L, the furthest point of the annexed project area is found along the southern-most boundary of parcel 300-30-013-H. The distance between these two boundaries is approximately 7,925 feet.
    - The maximum width of the project area is 5,285 feet from the western edge of parcel 300-30-035 to the eastern edge of parcel 300-30-008-L. Therefore, based on these provided dimensions, the distance is not more than twice the maximum width of the annexed project area and conforms to this provision.

Zoning and Land Use

§A.R.S. 9-471(M): *A city or town annexing an area shall adopt zoning classifications that permit densities and uses not greater than those permitted by the county immediately before annexation.*

RU-190 is a Maricopa County Zoning District requiring a minimum of 190,000 square feet per dwelling unit. Similarly, the *Agricultural District* allows agricultural, ranching, and related uses within the city, and acts as a "holding district" for annexed lands that have been used for agricultural purposes until a suitable rezoning occurs in the City of Goodyear ordinances (**COG ZO.** *Sec. 3-2-1(B)(1)*.)

Agricultural Urban provides a low-density, estate-type residential use that allows for non-commercial agricultural uses and Large Animal and Small Animal privileges. *Id.* Given the residential component mentioned in Agricultural Urban, it is likely the most similar City of Goodyear zoning district to Maricopa County's RU-190 is the AU zoning district and will likely adopt these standards.

Table 3 below depicts the current zoning for each site to be annexed from Maricopa County into City of Goodyear and the proposed zoning and General Plan designations assumed following the annexation. Because the proposed annexation is already included in the Goodyear General Plan planning area, the designations listed in the General Plan are assumed as the "like zoning" for the Maricopa County land when it is annexed.

Table 3: Current and Equivalent Zoning for Proposed Annexation

Parcel APN	Acreage	Current County Zoning	Goodyear Zoning equivalent	Goodyear General Plan Land Use Designation
300-30-028A	20.00	RU-190	AU	Scenic Neighborhood
300-30-028B	20.00	RU-190	AU	Scenic Neighborhood
300-30-012D, 300-30-012E & 12F	20.00	RU-190	AU	Scenic Neighborhood
300-30-013H	70.00	RU-190	AU	Scenic Neighborhood
300-30-008L	143.83	RU-190	AU	Scenic Neighborhood
300-30-031	40.00	RU-190	AU	Scenic Neighborhood
300-30-035	40.00	RU-190	AU	Scenic Neighborhood
300-30-008-K, 008-J, 030-B & 033-B	80.00	RU-190	AU	Scenic Neighborhood
300-30-033A	20.00	RU-190	AU	Scenic Neighborhood
300-30-030A	20.00	RU-190	AU	Scenic Neighborhood
300-30-013K	6.00	RU-190	AU	Scenic Neighborhood
300-30-013M	4.00	RU-190	AU	Scenic Neighborhood
300-30-008E	20.00	RU-190	AU	Scenic Neighborhood
300-30-013G	20.00	RU-190	AU	Scenic Neighborhood
300-30-008-M	82.5	RU-190	AU	Scenic Neighborhood
300-30-013-J	10	RU-190	AU	Scenic Neighborhood

300-30-930	11.37	RU-190	AU	Scenic Neighborhood
300-27-034-J	80.00	RU-190	AU	Scenic Neighborhood

TOTAL ACREAGE: 711.17 Acres

General Plan

This request intends to allow immediate development within the Project area and improve local infrastructure within the surrounding area, while bolstering economic viability and facilitating any future development within the vicinity, which has remained vacant and underdeveloped for decades. This annexation, and the concurrent SUP approval for future operations of this Energy Center, will demonstrate consistency with the city's General Plan, meeting all policies, objectives, and long-range land use goals for this area. This Project's impact on the surrounding area and current active land uses are expected to be negligible and will remain consistent with the character of the surrounding area soon.

Currently, approximately 1,356.10-acres of Project land are located within the City of Goodyear, of which 668.3-acres are managed by the Arizona State Land Department and zoned Goodyear Planned Area Development (PAD). The remaining Project area within the City of Goodyear (approx. 687.8-acres) are zoned Agricultural- Urban (AU) with a mix of Scenic and Traditional Neighborhood or Agricultural- Open Space land use designations. From north to south, the Goodyear General Plan- Future Land Use Map categorizes all portions of the site, including the areas proposed to be incorporated into the City of Goodyear as part of this request, as a mix of Neighborhood, Scenic Neighborhood, Agriculture, and Open Space.

As mentioned above, the entirety of the proposed annexation is included in the City of Goodyear General Plan- Land Use Map Boundary. This suggests that the city foresaw this area as part of its future planning goals as early as 2012. This also reveals that an extended review of this request, including a lengthy analysis to determine the most appropriate zoning of these parcels, may not be necessary in this case.

Additionally, the prior-mentioned land-use categories exhibit a preference for low-impact, low-density land uses, and for reasons detailed in this report, this Project proposal provides an economically viable use of the land without producing significant adverse impacts on the surrounding area. (See "Goals of the General Plan Accomplished by this Project" below):

Goals of the General Plan Accomplished by this Project:

- *Goal GD-8. A community that is sensitive and dedicated to preserving the unique nature of the Sonoran Desert. (Environmental Planning, Conservation)*
    - This project will endeavor to preserve the unique desert character of the environment, causing negligible impact to both the Project land and any land bounding the Site.
    - The land use and structures are considered interim, as the Energy Center will be decommissioned and removed at the end of the 39-year cycle.
- *Goal GD-9. A community that uses non-renewable resources responsibly and maximizes availability and use of renewable sources of energy. (Energy)*

- The Energy Center will increase the utility's access to renewable energy in an area that is currently undeveloped, offering a straightforward and compatible land use that integrates well with the surrounding area.
- The Energy Center presents a unique opportunity for the city to increase their exposure to renewable energy Projects, bolstering the city's energy portfolio while offering a valuable renewable resource to the local community.

- *Goal GD-6. An adequate volume and reliable supply of high-quality potable and non-potable water resources that meets both current and future needs. (Water Resources)*
  - The energy Center provides a profitable adaptation of the land without increasing strain on water resources, using little to no water.
  - The project will be self-sufficient, requiring no wastewater or sewer services. It will produce and store sufficient water onsite for operations, maintenance, fire prevention, and dust control without reliance on city services.

CONCLUSION

The Rainbow Valley Energy Center is anticipated to create hundreds of new employment opportunities, and generate millions of dollars of economic development, local tax revenue, and other direct and indirect financial benefits for the City of Goodyear and surrounding communities. This Project proposal is specifically designed to bolster the economic vitality of the City of Goodyear and the surrounding community immediately and facilitate positive and enduring alternative energy progress within this area of southern Arizona for years to come.

Support for the SUP and then subsequent Annexation of the Annexation Property will help support the feasibility of this significant effort, and we look forward to working with the City on it going forward.

Rainbow Valley Solar Project
Economic & Fiscal Impact Report
Goodyear, Arizona



Prepared for:

EDF Renewables

April 9, 2024

April 2024

Prepared by:

Elliott D. Pollack & Company
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Scottsdale, Arizona 85250

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Executive Summary

Elliott D. Pollack & Company has analyzed the future economic and fiscal impacts of the proposed Rainbow Valley Solar Project to be located on approximately 1,930 acres of private land currently in Maricopa County but anticipated to be annexed into the City of Goodyear, Arizona. This solar power generating facility would produce up to 300MW of power and includes the addition of 300MW battery storage. The project will be developed in two phases. Phase 1 will be 130MW while Phase 2 will be 170MW and projected to begin in year 3.

Assumptions used in this analysis were current as of the date of this report but should be considered preliminary and subject to change.

The value subject to personal property tax is estimated at $898.4 million including construction costs, equipment and battery augmentation at years 8, 12 and 16.

Project Assumptions
Rainbow Valley Solar Project
(2024 dollars)

	Phase 1	Phase 2	Total
Acres	910	1,020	1,930
Solar Facility (MW)	130	170	300
Battery Storage (MW)	130	170	300
Engineering, Procurement and Construction Value			
Capital Expenditure - PV	$194,460,700	$252,798,900	$447,259,600
Capital Expenditure - BESS	$196,137,800	$254,979,100	$451,116,900
Total value of project	$390,598,500	$507,778,000	$898,376,500
Battery Augmentation			
Year 8	$20,000,000	$25,000,000	
Year 12	$15,000,000	$20,000,000	
Year 16	$10,000,000	$15,000,000	

Source: EDF Renewables; Elliott D. Pollack & Compnay

Economic Impacts

Economic impacts are regional in nature. That is, the direct impacts will occur onsite while the ripple effect of the direct operations will occur throughout the economy. This report used a Maricopa County multiplier and, thus, the figures represent the jobs created throughout the County. Although the site is expected to be annexed into the City of Goodyear, the ripple effects of the suppliers and employees will mostly be realized throughout the County.

- Phase 1 of the development will provide an immediate $52.9 million in direct construction impact, generating a direct, indirect and induced total of $90.3 million in economic impact from construction activity. This first phase will create 421 construction and related jobs and $32.2 million in wages over the projected construction schedule.

- In year 3 of the Phase 1 operations, impacts from Phase 2 will begin. The development of the 170MW project will inject $99.4 million into the economy and support 463 jobs with $35.5 million in wages.

- The 300MW project will support 5 direct jobs annually with estimated average annual wages of $100,000.

- Through 34 years of solar and battery storage operations (30 years for both phases), an estimated $285.2 million in economic activity will occur within the County's economy.

- In total, the Rainbow Valley Solar Project is expected to create over $474.9 million in economic activity within Maricopa County.

Economic Impact over Life of Project
Rainbow Valley Solar Project
Maricopa County
(2024 dollars)

	Construction		Operations
Jobs	**Phase 1 130MW**	**Phase 2 170MW**	**Total 300MW**
Direct	250	275	5
Indirect	55	61	5
Induced	115	127	8
Total	421	463	18
Wages ($mil)			
Direct	$20.3	$22.3	$17.0
Indirect	$4.5	$4.9	$18.1
Induced	$7.5	$8.2	$17.6
Total	$32.2	$35.5	$52.7
Economic Impact ($mil)			
Direct	$52.9	$58.2	$156.5
Indirect	$14.0	$15.4	$73.5
Induced	$23.4	$25.8	$55.2
Total	$90.3	$99.4	$285.2

Note: Wages and output during operations over life of both phases combined (34 years)
Source: EDF Renewables; Elliott D. Pollack & Company; Implan

Fiscal Impacts

Construction and operations of the solar project will create significant tax revenue for Maricopa County and other entities. While the project will be exempt from prime contracting transaction privilege tax (under ARS 42-5075(b)(7) and from much of the equipment use tax (under ARS 42-5061(B)(4)(5b) and (19)), there is still substantial value from taxable equipment in terms of use tax (for the State and City) and personal property revenues (for the County, City and school districts). Revenues will also be generated from secondary sources of employee generated revenue.

- The State will receive an estimated $10.7 million in use tax collections from equipment purchases while the City of Goodyear would receive $3.2 million. During construction, Maricopa County will receive an estimated $615,900 in cumulative tax revenue from the share of employees that will spend within Maricopa County during the construction of each phase. This report assumes that, given the location of the project, very few employees would live in the City of Goodyear and the secondary impacts of employee spending will be realized throughout Maricopa County.

- Through annual personal property tax payments, the City of Goodyear will collect an estimated $171,500 on average each year. This equates to $6.0 million over the life of the project (both phases, including battery augmentation).

- Maricopa County property taxes include taxing jurisdictions such as County primary, Fire District Assistance Tax, Community College District, Maricopa County Special Health, Library and Flood Control. These jurisdictions would receive an average of $293,100 per year in personal property taxes (or $10.3 million over the life of the project). Similarly, the school district (Mobile Elementary) would receive an average of $788,100 each year, or $27.6 million over the life of the project.

- Average annual secondary revenues from employees (collected by the County) total an estimated $12,900 each year (or a total of $451,500).

- Combined operating impacts for the City, County and school districts total an estimated $1.3 million each year, on average. Over the construction period and 30-year life of each phase of the project, the State, County, City and its school district will receive an estimated $58.9 million.

Fiscal Impact Summary Rainbow Valley Solar Project (2024 dollars)	
Construction Impact	
State use tax	$10,724,000
City of Goodyear use tax	$3,230,800
Secondary revenues from employment	$615,900
Operations Impact	
Personal property tax	
City of Goodyear	$6,002,000
Maricopa County	$10,260,000
School Districts	$27,580,000
Secondary revenues from employment	$451,500
GRAND TOTAL FISCAL IMPACT	**$58,864,200**

NOTES: Life of project assumed as 30 years for each phase. Including construction, this equates to a total life of 35 years. The figures are intended only as a general guideline as to how the county could be impacted by the project. The above figures are based on the current economic structure and tax rates of the State of Arizona and county.

Source: Elliott D. Pollack & Co.; EDF Renewables; IMPLAN

City of Goodyear Revenues

Approximately 75% of the 1,930 total acres for the Rainbow Valley Solar site are currently located within City limits and, thus, would pay taxes levied by the City of Goodyear. The following table assumes the 300MW solar project would be distributed equally throughout the total site (i.e. 75% of the projected tax revenue from the solar portion would be collected by the City if an annexation does not occur), while the entire battery storage site will be located on a site that is not currently annexed (i.e. taxes would not be collected by the City if annexation does not occur).

Currently, the City would receive an estimated $2.4 million in use tax levied on the solar and battery equipment such as pile foundations, cable equipment, racking and meteorological stations (taxable value of $56.0 million for the 130MW and $73.2 million for the 170MW) and $2.7 million in taxes levied on personal property equipment projected to be within City limits. Total revenues to the City would be an estimated $5.2 million if the additional parcels of land are not annexed.

If the Rainbow Valley Solar site is fully annexed, the City of Goodyear would collect an estimated $3.2 million in use tax and $6.0 million in personal property tax, for a total of $9.2 million over the life of the project. That is, the City would collect an additional $4.1 million over the life of the project if the land is fully annexed.

City of Goodyear Taxes
Rainbow Valley Solar Project
(2024 dollars)

	Current (75% Annexed)	100% Annexed by City	Difference
One-time Use Tax	$2,423,100	$3,230,800	$807,700
Personal Property Tax	$2,744,000	$6,002,000	$3,258,000
	$5,167,100	$9,232,800	$4,065,700

NOTES: Life of project assumed as 30 years for each phase. Including construction, this equates to a total life of 35 years.
Figures assume 75% of the solar project and 0% of the battery storage is currently within City limits.

Source: Elliott D. Pollack & Co.; EDF Renewables; IMPLAN

1.0 Introduction, Assumptions & Methodology

Elliott D. Pollack & Company was retained to perform an analysis of the economic and fiscal impacts of the construction and operations of the proposed Rainbow Valley Solar Project to be located on approximately 1,930 acres of private land currently located in Maricopa County and anticipated to be annexed into the City of Goodyear, Arizona. This analysis will help to quantify the future impacts that the project will generate for the State, Maricopa County and the City of Goodyear.

This study focuses on the economic and fiscal impacts of the construction of the project and the impact of operations once construction is completed. Both economic and fiscal impacts of the project will be described. Economic impact analysis examines the regional implications of an activity in terms of three basic measures: output, earnings and job creation. Fiscal impact analysis, on the other hand, evaluates the public revenues and costs created by a particular activity. In fiscal impact analysis, the primary revenue sources of a municipality, county or state government are analyzed to determine how the activity may financially affect them.

1.1 Project Description & Assumptions

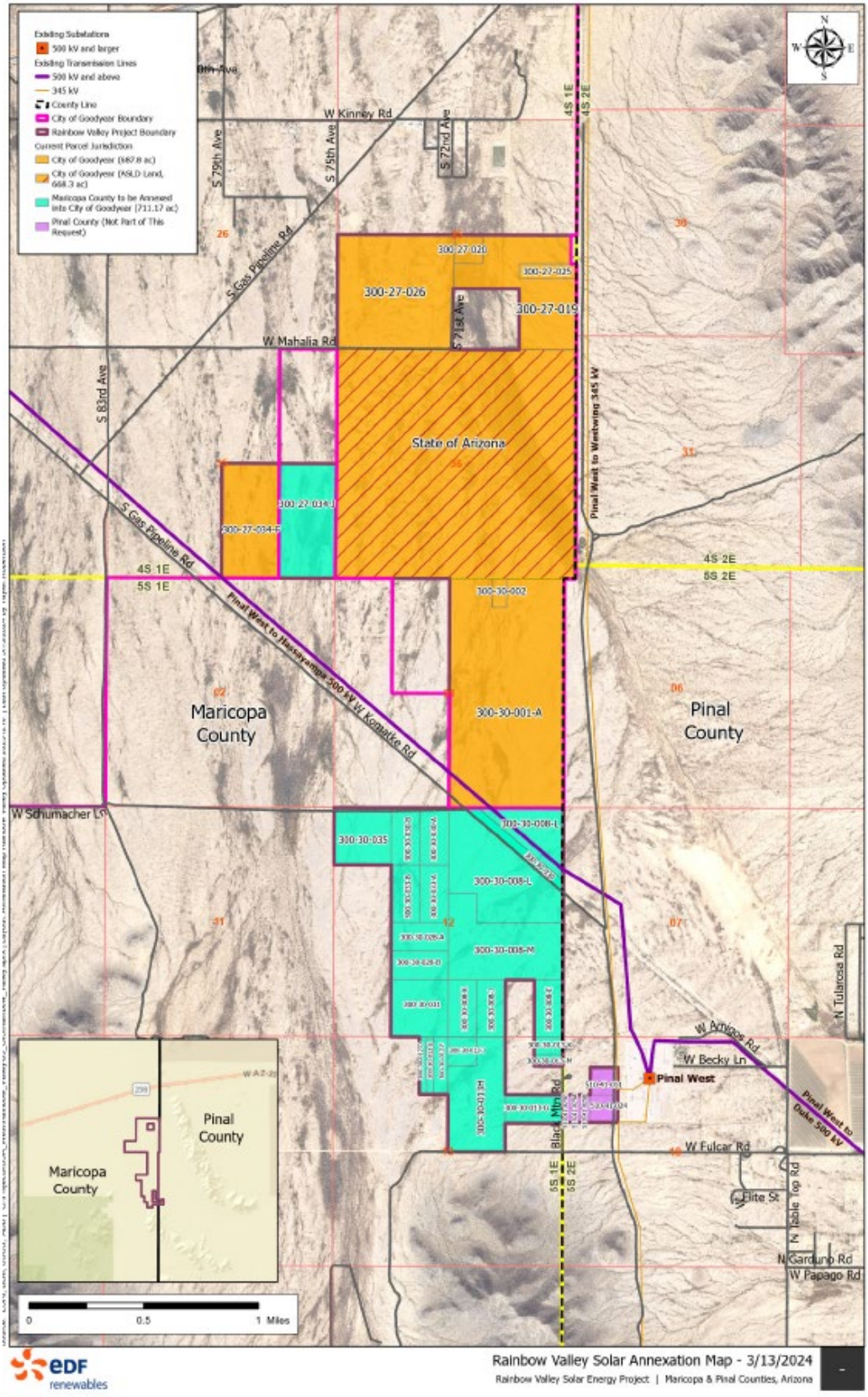
The proposed Rainbow Valley Solar Project is located on approximately 1,930 acres of private land in Maricopa County, anticipated to be fully annexed into the City of Goodyear. The solar power generating facility would produce up to 300MW of power and includes the addition of a four-hour battery storage. The project will be developed in two phases. Phase 1 will be 130MW while Phase 2 will be 170MW and projected to begin in year 3. The total personal property value of the project is estimated at $898.4 million including construction costs, equipment and battery augmentation at years 8, 12 and 16.

Project Assumptions
Rainbow Valley Solar Project
(2024 dollars)

	Phase 1	Phase 2	Total
Acres	910	1,020	1,930
Solar Facility (MW)	130	170	300
Battery Storage (MW)	130	170	300
Engineering, Procurement and Construction Value			
Capital Expenditure - PV	$194,460,700	$252,798,900	$447,259,600
Capital Expenditure - BESS	$196,137,800	$254,979,100	$451,116,900
Total value of project	$390,598,500	$507,778,000	$898,376,500
Battery Augmentation			
Year 8	$20,000,000	$25,000,000	
Year 12	$15,000,000	$20,000,000	
Year 16	$10,000,000	$15,000,000	

Source: EDF Renewables; Elliott D. Pollack & Compnay

Rainbow Valley Solar Project Site



1.2 Economic Impact Methodology

Economic impact analysis examines the economic implications of an activity in terms of output, earnings, and employment. For this study, the analysis focused on the construction impacts as well as the ongoing operations including direct expenditures by the residents.

The different types of economic impacts are known as direct, indirect, and induced, according to the manner in which the impacts are generated. For instance, direct employment consists of permanent jobs held by project employees. Indirect employment is those jobs created by businesses that provide goods and services essential to the operation or construction of the project. These businesses range from manufacturers (who make goods) to wholesalers (who deliver goods) to janitorial firms (who clean the buildings). Finally, the spending of the wages and salaries of direct and indirect employees on items such as food, housing, transportation and medical services creates induced employment in all sectors of the economy, throughout the region. These secondary effects are captured in the analysis conducted in this study.

Multipliers have been developed to estimate the indirect and induced impacts of various direct economic activities. IMPLAN developed the multipliers used in this study and were selected based on the land use type. The multipliers used for this project represent the construction period as well as solar generation.

The multipliers specific to Maricopa County are used in this study. This means that the indirect and induced figures represent jobs created throughout the region.

The economic impact is categorized into three types of impacts:

(1) **Employment Impact** – the total wage and salary and self-employed jobs in a region. Jobs include both part time and full-time workers.

(2) **Earnings Impact** – the personal income, earnings or wages, of the direct, indirect and induced employees. Earnings include total wage and salary payments as well as benefits of health and life insurance, retirement payments and any other non-cash compensation.

(3) **Economic Output** – also referred to economic activity, relates to the gross receipts for goods or services generated by the company's operations.

Economic impacts are by their nature regional in character. Such impacts are best illustrated when not assigned to a specific municipality or locality, although clearly the primary impact of job creation would be in the municipality and county where the project is located. However,

many other communities in the surrounding region would also benefit from the operations of the project.

1.3 Fiscal Impact Methodology

Fiscal impact analysis studies the public revenues associated with a particular economic activity. The primary revenue sources of local, county, and state governments (i.e., taxes) are analyzed to determine how an activity may affect the various jurisdictions. This section will evaluate the impact of the project on State and local government revenues.

The fiscal impact figures cited in this report have been generated from information provided by a variety of sources including the U.S. Bureau of the Census; the U.S. Department of Labor; the Internal Revenue Service; the State of Arizona; the Arizona Tax Research Association; and the U.S. Consumer Expenditure Survey. Elliott D. Pollack & Company has relied upon the estimates of operating revenues outlined in this study.

Fiscal impacts are categorized by type in this study, similar to economic impact analysis. The major sources of revenue generation for governmental entities are calculated based on ongoing operations. Employees will spend part of their salaries on local goods and services and pay taxes on the homes they occupy. This spending will contribute to revenues collected by the State that are ultimately shared with local governments.

The project will be exempt from prime contracting transaction privilege tax and much of the use tax (under ARS 42-5075(b)(7) and ARS 42-5061). However, there is still substantial value from equipment that will be incur a sales (use) tax and the solar equipment that will increase the personal property revenues for the County and local school districts. Revenues will also be generated from secondary sources of employee generated revenue. The following is a description of the applicable revenue sources that will be considered for this analysis.

Primary Taxes Generated by Project

- Use Tax

  Much of the equipment for the project will be exempt from use tax (under ARS 42-5061(B)(4)(5b) and (19)). However, certain equipment such as pile foundations, cable equipment, racking and meteorological stations will be subject to a sales (use) tax that is levied on materials brought into the area for use in the local economy. That tax is levied by the State (5.6%) and City of Goodyear (2.5%). Maricopa County does not levy a use tax.

- Personal Property Tax

  Renewable energy projects are centrally assessed by the Arizona Department of Revenue. The total original cost is used to calculate the full cash value. The depreciation schedule is then based on straight-line depreciation over the useful life (currently 30 years capped at 90% of taxable original cost for solar and 15 years for battery storage). The full cash value factor for renewable energy is 20% of depreciated cost per ARS 42-14155. For purposes of this tax estimate scenario, it is assumed the renewable energy equipment statute will be renewed or extended to cover the full lifespan of this project. Finally, the assessment ratio of 15% is applied for a total taxable value each year.

  The following table outlines the rates used in estimating the property tax impacts of the proposed Rainbow Valley Solar Project. These rates are applied to every $100 of net assessed value. These rates are current as of 2024 and are used for the entire duration of the project life.

Personal Property Tax Rates
Rainbow Valley Solar Project

DISTRICT	RATE
Goodyear	**1.7350**
County Primary	1.2044
CAWCD	0.1400
Fire District Assistance Tax	0.0081
Flood Control	0.1536
Library District	0.0488
Maricopa Special Health District	0.2716
Community College District	1.1388
County Total	**2.9653**
Mobile Elementary	7.9735
School District Total	**7.9735**
Grand Total	**12.6738**

Source: County Assessor's Office

Secondary Taxes Generated by Employees

The following tax rates are applied to the spending of direct, indirect and induced employees.

- Transaction Privilege Tax

  The State, counties, and local cities in Arizona charge sales tax on retail goods and utility usage. The sales tax rate for the State is 5.6%. Portions of this tax are redistributed through revenue sharing to counties and cities throughout Arizona based on population. The County's sales tax rate is 0.7% and the City of Goodyear levy's a rate of 2.5%. Based

on data from the U.S. Consumer Expenditure Survey, the projected extent of retail spending and resulting sales tax receipts was calculated.

- Property Tax

  The employees would pay property taxes on the homes they occupy. Residential properties in Arizona have an assessment ratio of 10%. In order to estimate property taxes, the assessed full cash value of the occupied space along with the projected value of a typical housing unit has been calculated.

- State Shared Revenues

  Each municipality in Arizona receives a portion of State revenues from four different sources - State sales tax (see description above), State income tax, vehicle license tax and highway user tax. The formulas for allocating these revenues are primarily based on population. Counties also share in the revenue sources of the State, with the exception of income tax.

  State Income Tax

  The State of Arizona collects taxes on personal income. The tax rate used in the analysis averages about 1.6% for earnings. These percentages are based on the most recently available income tax data from the State and the projected wage levels of jobs created by the construction and operations impact. This tax is applied to the wages and earnings of direct and indirect employment. Portions of this tax are redistributed through revenue sharing to cities throughout Arizona based on population.

  HURF Taxes

  The State of Arizona collects specific taxes for the Highway User Revenue Fund (HURF). Both the registration fees and the motor vehicle fuel tax (gas tax) are considered in this analysis. The motor vehicle fuel tax is $0.18 per gallon and is calculated based on a vehicle traveling the Arizona statewide average of 12,000 miles per year at 16.6 miles per gallon. Registration fees average $65 per employee in the State of Arizona. These factors are applied to the projected direct and indirect employee count. Portions of these taxes are distributed to cities and counties throughout Arizona based on a formula that includes population and the origin of gasoline sales.

  Vehicle License Tax

  The vehicle license tax is a personal property tax placed on vehicles at the time of annual registration. This factor is applied to the projected direct, indirect and induced employee count. The average tax used in this analysis is $343 and portions of the total collections are distributed to the Highway User Revenue Fund. The

remaining funds are shared between cities and counties in accordance with population-based formulas.

The above tax categories represent the largest sources of revenues that would be generated to the various jurisdictions. The revenue impacts do not include certain revenue sources such as corporate income taxes. All tax collections represented in this analysis are gross collections and do not take into consideration any incentives or development agreements that may occur.

2.0 Economic Impacts

This section of the report outlines the economic impact of the construction and ongoing operations. Construction phase impacts are generally short-term effects related to onsite and offsite construction employment and other supporting industries. The long-term consequences of a project are the operational impacts.

Economic impacts include jobs, wages and economic activity. The Rainbow Valley Solar Project will create employment opportunities throughout Maricopa County. While the direct jobs will be onsite, the project will draw from locations throughout the County during construction in terms of suppliers and the ripple effects of employee spending. As the project is completed and placed into service, it will continue to produce jobs, economic activity, and tax revenue on an annual basis through operating activity for the life of the project throughout the County.

The fiscal impacts (described in section 3.0 of this report) include the tax revenues that will be collected by the State of Arizona, Maricopa County and its special districts, the City of Goodyear and Mobile Elementary School District.

2.1 Economic Impact of Construction

Phase 1 of the project (130MW) is expected to generate 250 direct person years of employment during the construction phase. Person years of employment are the aggregate of each construction job that is recreated year after year throughout the construction time period. To derive the respective annual averages, employment, wages, and economic output can be divided by the expected number of years it may take to complete the development. In total, the project will generate 421 construction related jobs, an estimated $32.2 million in wages and total economic output of $90.3 million.

Phase 2 of the project (170MW) will create an additional 275 direct construction jobs. Wages for these employees would total about $22.3 million. When considering the ripple effects of Phase 2 of the project, the total impact would be approximately 463 jobs during the construction timeframe, $35.5 million in wages and $99.4 million in economic activity.

Int total, the economic impact of both construction phases would total $189.7 million.

Economic Impact of Construction Rainbow Valley Solar Project Maricopa County (2024 dollars)			
Impact Type	Jobs	Wages	Economic Output
130 MW			
Direct	250	$20,269,000	$52,900,000
Indirect	55	$4,489,000	$14,017,000
Induced	115	$7,472,000	$23,416,000
Total	**421**	**$32,230,000**	**$90,333,000**
170 MW			
Direct	275	$22,296,000	$58,200,000
Indirect	61	$4,938,000	$15,418,000
Induced	127	$8,219,000	$25,757,000
Total	**463**	**$35,453,000**	**$99,375,000**

1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures.

Source: Elliott D. Pollack & Company; IMPLAN

2.2 Economic Impact of Operations

Once construction is completed, the impact of the operations continues annually. The following table displays the ongoing economic impact of operating the solar project. Onsite employment, contract work, and ripple effects within Maricopa County would create approximately 18 direct, indirect, and induced jobs. Wages of $1.5 million would be paid out on an annual basis and $8.4 million in economic output would be produced within the County each year. This would continue throughout the life of the project.

Annual Economic Impact of Operations Rainbow Valley Solar Project Maricopa County (2024 dollars)			
Impact Type	**Jobs**	**Wages**	**Economic Output**
Direct	5	$500,000	$4,603,700
Indirect	5	$530,900	$2,162,400
Induced	8	$518,000	$1,623,300
Total	**18**	**$1,548,900**	**$8,389,400**

1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures.

Source: Elliott D. Pollack & Company; IMPLAN

3.0 Fiscal Impacts

Construction and operations of the solar project will create significant tax revenue for the State of Arizona, Maricopa County and its special districts, the City of Goodyear and Mobile Elementary School District. While the project will be exempt from prime contracting transaction privilege tax, there is still substantial value from use tax on equipment and the value of the project that will increase the personal property revenues for the County, City and school districts. Revenues will also be generated from secondary sources of employee generated revenue.

3.1 Fiscal Impact of Construction (State, County and City of Goodyear)

The Rainbow Valley Solar Project will be exempt from prime contracting transaction privilege tax (under ARS 42-5075(b)(7)) and from much of the equipment use tax (under ARS 42-5061(B)(4)(5b) and (19). However, the taxable equipment that will be subject to use tax such as pile foundations, cable equipment, racking and meteorological stations will generate an estimated $10.7 million for the State and an estimated $3.2 million for the City of Goodyear.

In addition, the region (throughout Maricopa County) will receive an estimated $615,900 in cumulative tax revenue from construction related secondary impacts. These impacts are generated by the share of employees that will live within Maricopa County during the construction of both phases. Given the location of the site, this report assumes the secondary impacts of employees will be realized by the County and very few employees would reside (and spend their disposable income) in the City of Goodyear. Thus, the primary revenues are provided for the State and City of Goodyear and the secondary impacts (from employees) represent the estimated revenues to be collected by the County.

Fiscal Impact of Construction
Rainbow Valley Solar Project
(2024 dollars)

	Primary Revenues		Secondary Revenues (County)			
Impact Type	State Equipment Use Tax	City Equipment Use Tax	Employee Spending Sales Tax	Resident Property Tax	State Shared Revenues	**Total Revenues**
Direct	$10,724,000	$3,230,800	$66,400	$201,600	$101,890	**$14,324,690**
Indirect	N/A	N/A	$14,700	$44,600	$22,550	**$81,850**
Induced	N/A	N/A	$26,200	$93,000	$44,970	**$164,170**
Total	**$10,724,000**	**$3,230,800**	**$107,300**	**$339,200**	**$169,400**	**$14,570,700**

1/ The figures are intended only as a general guideline as to how the county could be impacted by the project. The above figures are based on the current economic structure and tax rates of the State of Arizona and county.

Source: EDPCo; IMPLAN; ADOR; ATRA

3.2 Fiscal Impact of Operations

Operations of the Rainbow Valley Solar Project will create tax revenue for the City, County and local school districts.

- The City of Goodyear will collect an estimated $171,500 on average each year in personal property taxes over the life of the total project (both phases, including battery augmentation).
- Maricopa County property taxes include taxing jurisdictions such as County primary, Fire District Assistance Tax, Community College District, Maricopa County Special Health, Library and Flood Control. These jurisdictions would receive an average of $293,100 per year in personal property taxes. The school districts (Mobile Elementary) would receive an average of $788,100 each year.

- Average annual secondary revenues from employees (collected by the County) total an estimated $12,900 each year.

Combined personal property tax for the City, County and school districts total an estimated $1.3 million each year, on average.

Average Annual Fiscal Impact Summary
Rainbow Valley Solar Project
(2024 dollars)

Personal property tax	
City of Goodyear	$171,500
Maricopa County	$293,100
School Districts	$788,100
Secondary revenues from employment	$12,900
Total Operations Related Revenue	**$1,265,600**

1/ The figures are intended only as a general guideline as to how the State and county could be impacted by the project. The above figures are based on the current economic structure and tax rates of the State of Arizona and county.

Source: Elliott D. Pollack & Co.; IMPLAN; AZDOR; EDF Renewables; ATRA

3.3 Total Project Fiscal Impacts

Over the construction and 30 years of life for each phase, the State, Maricopa County, City and its school districts will collect an estimated $58.9 million from construction and operations of the Rainbow Valley Solar Project.

Fiscal Impact Summary
Rainbow Valley Solar Project
(2024 dollars)

Construction Impact	
State use tax	$10,724,000
City of Goodyear use tax	$3,230,800
Secondary revenues from employment	$615,900
Operations Impact	
Personal property tax	
City of Goodyear	$6,002,000
Maricopa County	$10,260,000
School Districts	$27,580,000
Secondary revenues from employment	$451,500
GRAND TOTAL FISCAL IMPACT	**$58,864,200**

NOTES: Life of project assumed as 30 years for each phase. Including construction, this equates to a total life of 35 years. The figures are intended only as a general guideline as to how the county could be impacted by the project. The above figures are based on the current economic structure and tax rates of the State of Arizona and county.

Source: Elliott D. Pollack & Co.; EDF Renewables; IMPLAN

APPENDIX 1: Annual Property Tax Estimates by Jurisdiction

Personal Property Tax Impact Summary
Solar plus BESS: (130MW) Year 1 and (170MW) Year 3
BESS Augmented at Years 8, 12 and 16
Rainbow Valley Solar Project
(2024 dollars)

	Construction	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Total taxable value	$12,108,552	$11,131,218	$10,544,481	$9,957,745	$24,604,349	$23,254,855	$21,905,362	$20,555,869	$19,806,376
Goodyear	**$210,083**	**$193,127**	**$182,947**	**$172,767**	**$426,885**	**$403,472**	**$380,058**	**$356,644**	**$343,641**
County Primary	$145,835	$134,064	$126,998	$119,931	$296,335	$280,081	$263,828	$247,575	$238,548
CAWCD	$16,952	$15,584	$14,762	$13,941	$34,446	$32,557	$30,668	$28,778	$27,729
Fire District Assistance Tax	$981	$902	$854	$807	$1,993	$1,884	$1,774	$1,665	$1,604
Flood Control	$18,599	$17,098	$16,196	$15,295	$37,792	$35,719	$33,647	$31,574	$30,423
Library District	$5,909	$5,432	$5,146	$4,859	$12,007	$11,348	$10,690	$10,031	$9,666
Maricopa Special Health District	$32,887	$30,232	$28,639	$27,045	$66,825	$63,160	$59,495	$55,830	$53,794
Community College District	$137,892	$126,762	$120,081	$113,399	$280,194	$264,826	$249,458	$234,090	$225,555
Maricopa County	**$359,055**	**$330,074**	**$312,676**	**$295,277**	**$729,593**	**$689,576**	**$649,560**	**$609,543**	**$587,318**
Mobile Elementary	**$965,475**	**$887,548**	**$840,764**	**$793,981**	**$1,961,828**	**$1,854,226**	**$1,746,624**	**$1,639,022**	**$1,579,261**
Grand Total	**$1,534,614**	**$1,410,748**	**$1,336,386**	**$1,262,025**	**$3,118,306**	**$2,947,274**	**$2,776,242**	**$2,605,210**	**$2,510,220**

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17
Total taxable value	$18,416,882	$17,027,389	$15,637,896	$15,448,402	$13,978,909	$12,705,554	$11,628,336	$11,451,118	$10,313,900
Goodyear	**$319,533**	**$295,425**	**$271,317**	**$268,030**	**$242,534**	**$220,441**	**$201,752**	**$198,677**	**$178,946**
County Primary	$221,813	$205,078	$188,343	$186,061	$168,362	$153,026	$140,052	$137,917	$124,221
CAWCD	$25,784	$23,838	$21,893	$21,628	$19,570	$17,788	$16,280	$16,032	$14,439
Fire District Assistance Tax	$1,492	$1,379	$1,267	$1,251	$1,132	$1,029	$942	$928	$835
Flood Control	$28,288	$26,154	$24,020	$23,729	$21,472	$19,516	$17,861	$17,589	$15,842
Library District	$8,987	$8,309	$7,631	$7,539	$6,822	$6,200	$5,675	$5,588	$5,033
Maricopa Special Health District	$50,020	$46,246	$42,473	$41,958	$37,967	$34,508	$31,583	$31,101	$28,013
Community College District	$209,731	$193,908	$178,084	$175,926	$159,192	$144,691	$132,423	$130,405	$117,455
Maricopa County	**$546,116**	**$504,913**	**$463,711**	**$458,091**	**$414,517**	**$376,758**	**$344,815**	**$339,560**	**$305,838**
Mobile Elementary	**$1,468,470**	**$1,357,679**	**$1,246,888**	**$1,231,778**	**$1,114,608**	**$1,013,077**	**$927,185**	**$913,055**	**$822,379**
Grand Total	**$2,334,119**	**$2,158,017**	**$1,981,916**	**$1,957,900**	**$1,771,659**	**$1,610,276**	**$1,473,752**	**$1,451,292**	**$1,307,163**

	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26
Total taxable value	$9,431,662	$8,804,402	$7,488,729	$6,921,470	$6,354,210	$5,786,950	$3,694,753	$3,247,494	$2,800,234
Goodyear	**$163,639**	**$152,756**	**$129,929**	**$120,087**	**$110,246**	**$100,404**	**$64,104**	**$56,344**	**$48,584**
County Primary	$113,595	$106,040	$90,194	$83,362	$76,530	$69,698	$44,500	$39,113	$33,726
CAWCD	$13,204	$12,326	$10,484	$9,690	$8,896	$8,102	$5,173	$4,546	$3,920
Fire District Assistance Tax	$764	$713	$607	$561	$515	$469	$299	$263	$227
Flood Control	$14,487	$13,524	$11,503	$10,631	$9,760	$8,889	$5,675	$4,988	$4,301
Library District	$4,603	$4,297	$3,654	$3,378	$3,101	$2,824	$1,803	$1,585	$1,367
Maricopa Special Health District	$25,616	$23,913	$20,339	$18,799	$17,258	$15,717	$10,035	$8,820	$7,605
Community College District	$107,408	$100,265	$85,282	$78,822	$72,362	$65,902	$42,076	$36,982	$31,889
Maricopa County	**$279,677**	**$261,077**	**$222,063**	**$205,242**	**$188,421**	**$171,600**	**$109,561**	**$96,298**	**$83,035**
Mobile Elementary	**$752,034**	**$702,019**	**$597,114**	**$551,883**	**$506,653**	**$461,422**	**$294,601**	**$258,939**	**$223,277**
Grand Total	**$1,195,350**	**$1,115,852**	**$949,107**	**$877,213**	**$805,320**	**$733,427**	**$468,266**	**$411,581**	**$354,896**

	Year 27	Year 28	Year 29	Year 30	Year 31	Year 32	Year 33	Year 34	Total
Total taxable value	$2,352,975	$2,100,176	$1,847,377	$1,594,578	$758,397	$758,397	$758,397	$758,397	
Goodyear	**$40,824**	**$36,438**	**$32,052**	**$27,666**	**$13,158**	**$13,158**	**$13,158**	**$13,158**	**$6,001,986**
County Primary	$28,339	$25,295	$22,250	$19,205	$9,134	$9,134	$9,134	$9,134	$4,166,451
CAWCD	$3,294	$2,940	$2,586	$2,232	$1,062	$1,062	$1,062	$1,062	$484,310
Fire District Assistance Tax	$191	$170	$150	$129	$61	$61	$61	$61	$28,021
Flood Control	$3,614	$3,226	$2,838	$2,449	$1,165	$1,165	$1,165	$1,165	$531,357
Library District	$1,148	$1,025	$902	$778	$370	$370	$370	$370	$168,817
Maricopa Special Health District	$6,391	$5,704	$5,017	$4,331	$2,060	$2,060	$2,060	$2,060	$939,562
Community College District	$26,796	$23,917	$21,038	$18,159	$8,637	$8,637	$8,637	$8,637	$3,939,517
Maricopa County	**$69,773**	**$62,277**	**$54,780**	**$47,284**	**$22,489**	**$22,489**	**$22,489**	**$22,489**	**$10,258,034**
Mobile Elementary	**$187,614**	**$167,458**	**$147,301**	**$127,144**	**$60,471**	**$60,471**	**$60,471**	**$60,471**	**$27,583,190**
Grand Total	**$298,211**	**$266,172**	**$234,133**	**$202,094**	**$96,118**	**$96,118**	**$96,118**	**$96,118**	**$43,843,210**

NOTES

1 The total may not equal the sum of the impacts due to rounding.
2 All dollar figures are in constant dollars. Inflation has not been included in these figures.
3 Depreciation uses a 30 year straight line depreciation for solar and 15 year for battery storage in this analysis as advised by the Arizona Department of Revenue.
4 Through 12/31/40 the full cash value of "renewable energy equipment" is 20% of the depreciated cost of the equipment per ARS 42-14155. This report assumes the statute will be extended to cover the life of the project.
5 The figures for County as a whole are based on the current tax rates and assume the Project would not impact these rates.
6 The above analysis is based on currently available information and estimates from the assessor and each districts' respective budgets. The forecasts are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Changes in rates would alter the findings of this analysis.

Source: Elliott D. Pollack & Company; IMPLAN; Arizona Department of Revenue; Arizona Tax Research Association; EDF Renewables

APPENDIX 2: Limiting Conditions

This study prepared by Elliott D. Pollack & Company is subject to the following considerations and limiting conditions.

- It is our understanding that this study is for the client's due diligence and other planning purposes. Neither our report, nor its contents, nor any of our work were intended to be included and, therefore, may not be referred to or quoted in whole or in part, in any registration statement, prospectus, public filing, private offering memorandum, or loan agreement without our prior written approval.

- The reported recommendation(s) represent the considered judgment of Elliott D. Pollack & Company based on the facts, analyses and methodologies described in the report.

- Except as specifically stated to the contrary, this study will not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction. The user of this study will be responsible for making his/her own determination about the impact, if any, of these matters.

- This study is intended to be read and used as a whole and not in parts.

- This study has not evaluated the feasibility or marketability of any site for planned uses.

- All estimates regarding construction and operating data were provided by the client. Assumptions and data inputs were current as of the date of this report and should be considered preliminary. Data has been reviewed and verified to determine its reasonableness and applicability to the project(s).

- This economic and fiscal impact study evaluates the potential "gross impacts" of construction and operations activities. The term "gross impacts" as used in this study refers to the total revenue, jobs and economic output that would be generated by the construction and operations. The study does not consider the potential impact on other businesses in the trade area that may occur as a result of the proposed project.

- This analysis does not consider the costs to local governments associated with providing services to the project. Such analysis is beyond the scope of this study. In addition, the analysis is based on the current tax structure and rates imposed by the State, counties, and local governments. Changes in those rates would alter the findings of this study.

- Many dollar amounts are stated in current dollars and, unless indicated, do not take into account the effects of inflation.

- Our analysis is based on currently available information and estimates and assumptions about immediate as well as long-term future development trends. Such estimates and assumptions are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur; therefore, the actual results achieved may vary materially from the forecasted results. The assumptions disclosed in this study are those that are believed to be significant to the projections of future results.

Updated:
June 12, 2024

Rainbow Valley Energy Center

City of Goodyear, AZ

Annexation Request

Special Use Permit

A request to annex approximately 828.33 acres of unincorporated Maricopa County land Into the City of Goodyear; request for approval of a SUP on 2,178.43 acres

Facts Sheet:

- EDF Renewables Inc. is one of the largest renewable energy providers in North America, boasting over 20 gigawatts of wind, solar, battery storage, and electric vehicle charging projects.
- EDFR currently has 10 similar renewable energy projects planned or currently under development throughout central and southern Arizona.

Requests:

1) **Annexation request** of approximately 828.33-acres of vacant unincorporated Maricopa County Land into the City of Goodyear (See ***Exhibit 1:*** Annexation Map).

2) **Special Use Permit** for a **300-megawatt PV (solar energy Center)** w/ **300 megawatts of Battery Energy Storage (BESS)** on 2,067.7 acres:
    a. 828.33-acres currently within Maricopa County (requested to be annexed into the City of Goodyear)
    b. 1,356.10-acres currently within the City of Goodyear (668.3-acres of which are ALSD land).
    c. Interconnection via Gen-tie transmission line to the Pinal West SRP sub-station (Project sub-station & Gen-tie proposed to be located within Pinal County)

Executive Summary:

- **Economic Benefits** *(economic study provided by Elliot D. Pollack & Co.):*
    - **Construction – $3.24 million** in direct City of Goodyear use tax revenue during construction phase (approx. 15-24 months)
    - **Operations- $4.1 million** in direct City of Goodyear use tax revenue over 35-year operational lifespan of the Project
    - **School Districts- $27.5 million** in direct local contributions to School Districts
- **Community Benefits:**
    - **5-10 permanent, full-time jobs** created w/ ~$20 million in wages over 35 years.
    - **Project is aligned with city's General Plan:** physical growth and development objectives and future energy needs.

- **Solar Energy** provides reliable and consistent power year-round through clean-renewable energy generation.
- **BESS** supplies immediate power for 'peak' demand events and backup energy to reduce or avoid blackouts using BESS equipment.
- **BESS** also Increases grid resiliency by quickly and efficiently supplying energy in response to intermittent or inconsistent energy supplies from other sources.

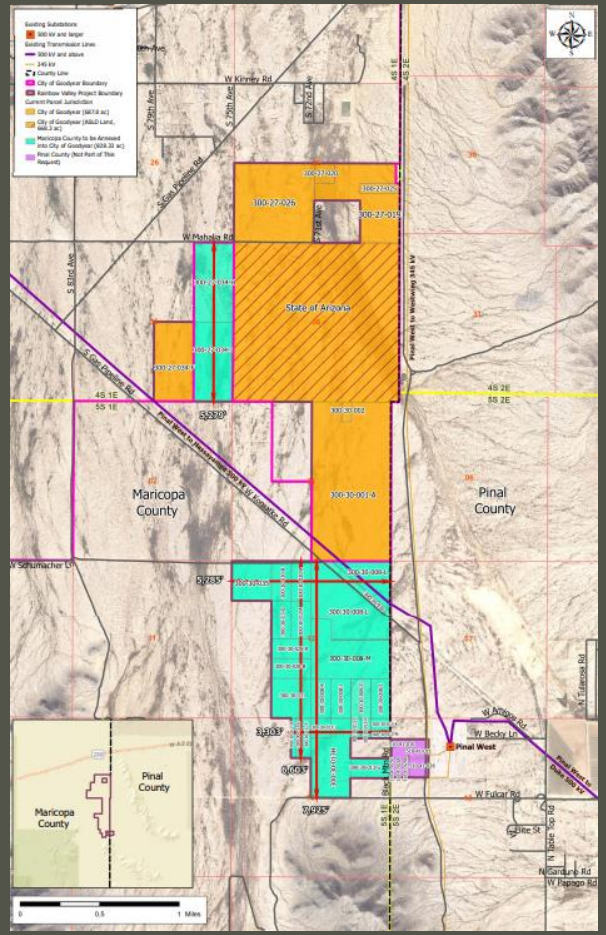
➢ **Project Compatibility**:
- Project proposed within areas characterized as vacant or underdeveloped; uses surrounding the Project include:
  - SRP and TEP Substations,
  - Other utility structures and associated transmission and gas line corridors
- This Project is not expected to produce any noise, traffic, or emissions of any kind (less than 4 visits to the site every 3 months)

➢ **City Services & Inspections:**
- Project will be served by a local Fire District **NOT** Goodyear Fire Department
- Low water use: Storage Tanks to supply water for firefighting and O&M
- EDFR will offer to reimburse the city to enlist third-party contracted inspectors to oversee construction work and monitor any necessary infrastructure improvements.

➢ **Roadway Improvements:**
- The developer will improve, if necessary, any minor collector roads identified as primary access routes to the site, as detailed in the ***Site Access Map.***
- Minor collectors will have a subbase of compacted gravel, sufficient to provide safe access to the Site by fire and public safety vehicles.
- Dedication of additional half-street rights-of-way for "minor collectors" proposed to be used as primary access to the Site.

Parcel List:

APN	Acres	APN	Acres	APN	Acres
300-27-034-J	80	300-30-013K	6	300-30-012D	5
300-30-008-E	19	300-30-013-L	5	300-30-012E	5
300-30-008-G	22	300-30-013M	4	300-30-012F	10
300-30-008-K	20	300-30-013-N	5	300-30-013H	70
300-30-008-J	20	300-30-028A	20	300-30-030-A	20
300-30-030-B	20	300-30-028B	20	300-30-033A	20
300-30-033-B	20	300-30-031	40	300-27-034H	80
300-30-008M	90	300-30-035	40	***Total Acres:***	828.33
300-30-013G	20	300-30-930	13.5		
300-30-013-J	10	300-30-008L	143.83		



Rainbow Valley Solar

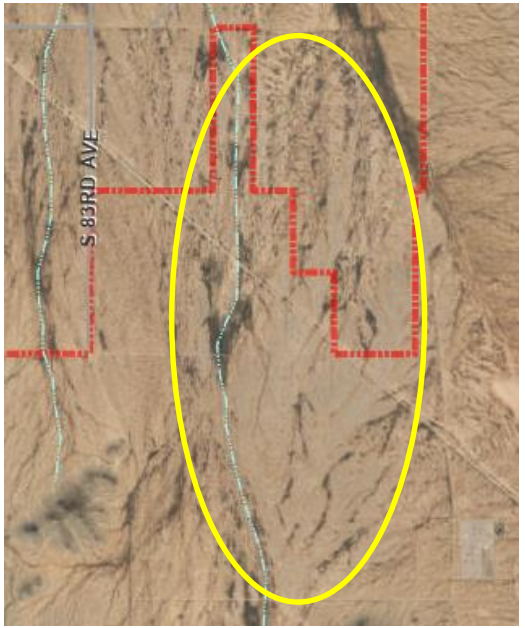
Annexation
P23-10000001

Location (general)

APPOX. 4 MILES SOUTH OF SR238 ON MARICOPA/PINAL BORDER

- 4 Miles South of SR 238
- West side of the Maricopa County / Pinal County Line.

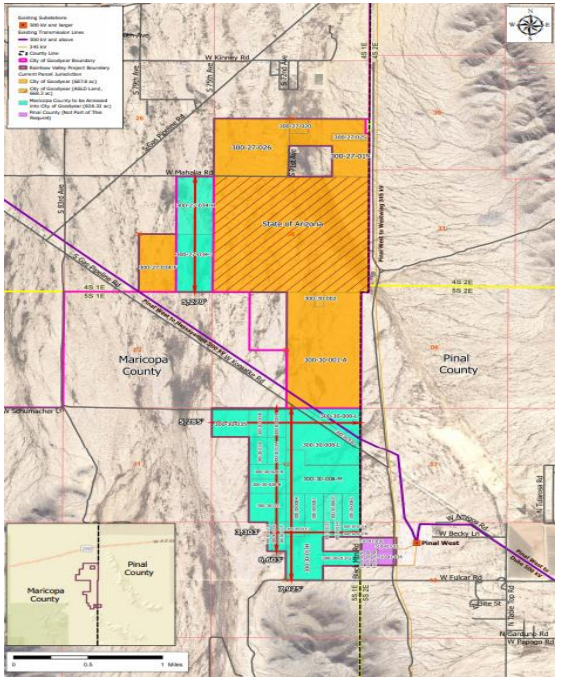




Request

ANNEXATION

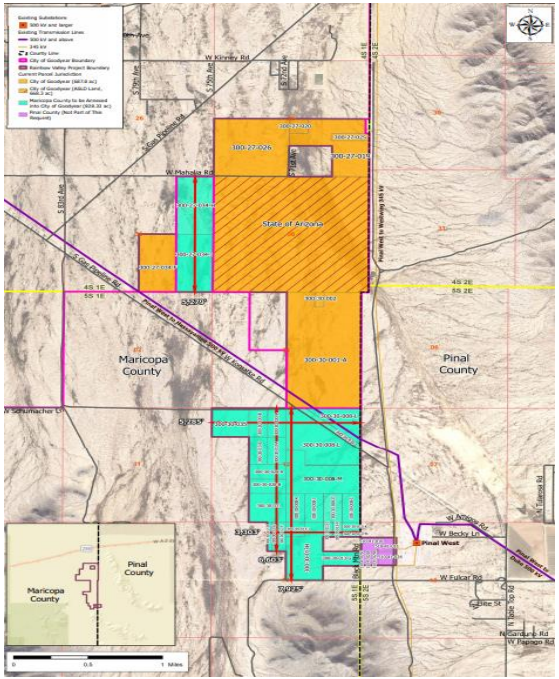
- At this time, staff is only seeking direction.
- This is not a request for approval, nor endorsement of the request, rather only direction to proceed with further analysis and work with applicant on next steps including pre-annexation agreement.



Request

ANNEXATION

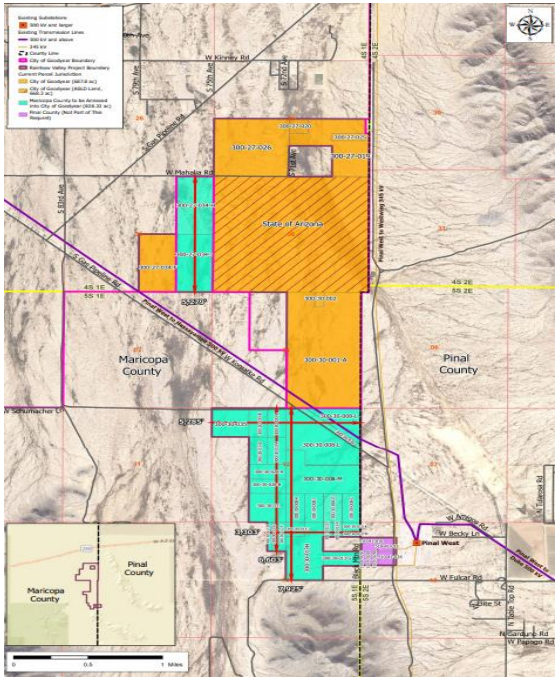
- Annexation of 828.33 acres of land. (Light Blue area)
- Currently in unincorporated Maricopa County
- For the use as a solar energy generation site with Battery Energy Storage System (BESS)



Request

SPECIAL USE PERMIT

- While the Annexation is a separate request, a Special Use Permit and possible rezoning will be required to address the project as proposed.
- 1,350 acres already in the City of Goodyear
- SUP for the project would cover 2,178.42 total acres (including the 828 as part of this annexation request).



General Plan / Zoning

- Currently Designated as Scenic Neighborhood in the General Plan.
- County Zoning is RU-190.
- Goodyear Equivalent Zoning would be Agricultural / Urban (AU)
- Undeveloped, Sonoran Desert at this time.



Fiscal Analysis

APPLICANT PROVIDED DATA

- Fiscal analysis is predicated on the approval of the annexation and special use permit approval for the site. (2,178 acres)
- Fiscal Analysis provided was for a smaller annexation of 711 Acres. It will need to be revised to address the larger size of the current proposal.
- Fiscal analysis addresses one time revenues (construction taxes) and ongoing property tax revenues.
- Project life is anticipated to be 35 years.
  - 5 years for permitting and construction
  - 30 years of operation

Fiscal Analysis

APPLICANT PROVIDED DATA

- If annexation and special use permit is approved in the future, the applicant's fiscal analysis report shows the following. (This includes one time and ongoing property tax).
  - $6,002,000 (171,500 per year)
- If annexation is denied, but special use permit for solar is approved. (This includes one time and ongoing property tax).
  - $2,744,000 (78,400 per year)
- Note, this analysis is revenue only and does not account for City operating expenses.

Challenges

DEVELOPMENT CHALLENGES

- The challenges presented by this annexation request include the following:
  - The site is very remote. 4 miles south of SR238 in an undeveloped area.
  - Lack of infrastructure to service the property.
  - Battery Energy Storage System safety concerns.
  - Ongoing maintenance costs on roads and infrastructure.
  - Concerns about what happens with the property if it is approved and the project does not come to fruition.

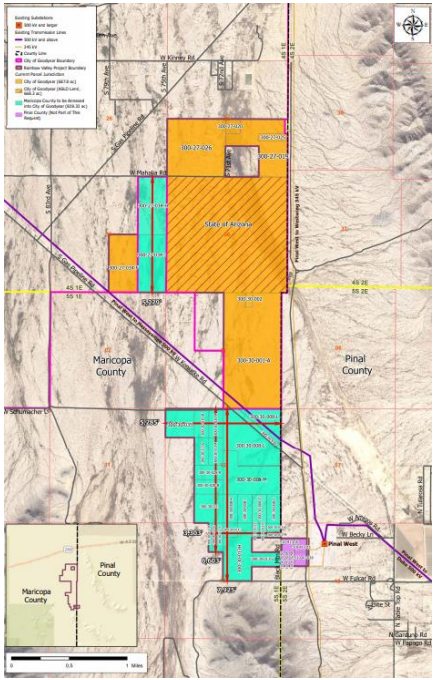
Next Steps

PROCESS

- If directed to move forward the following items will be addressed.
  - Staff will work with annexation on a pre-annexation agreement for Council consideration.
  - Staff will work with the applicant on an updated fiscal analysis.
  - If pre-annexation agreement is approved by the Council, formal annexation procedures would commence.
    - Timeline could be up to one year.
  - Special Use Permit would run a parallel timeline and would accompany the annexation request.

Recommendation

- Requesting direction from Council regarding on proceeding with further discussions and pre-annexation agreement on the annexation of 828 acres.




CITY OF
Goodyear

ITEM #: 19.
DATE: 07/08/2024
AI #:2112

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO DEVELOPMENT AGREEMENT WITH MICROSOFT MODIFYING TERMS REGARDING CONVEYANCE OF CITY BOOSTER STATION SITE AND TERMINATION OF DRAINAGE EASEMENTS

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Fifth Amendment to Infrastructure Development Agreement for Project 10-11 modifying terms regarding conveyance of a city Booster Station Site to allow its continued operation until replacement facilities have been completed and authorizing termination of drainage easements.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2417 APPROVING THE FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING THE TERMINATION OF DRAINAGE EASEMENTS; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

This amendment sets the amounts for two items from previous actions. The first is the replacement of the Booster Station facilities and associated construction costs ($3,545,459) that will be funded by Microsoft. The second is the subsequent purchase of the site ($173,454) by Microsoft. The replacement of the facility and sale of the site will open that area up to further development that will result in future construction sales tax collections for the City.

BACKGROUND AND PREVIOUS ACTIONS

Microsoft is developing property it owns bordered by MC-85 on the north, W. Broadway Road on the South and the S. La Cometa alignment on the west. The property is being developed under the name PHX 10-11. Microsoft is responsible for the design and construction of all infrastructure, within the boundaries of its property and outside the boundaries of its property needed for the city to serve the property. To that end, the city and Microsoft entered into an Infrastructure Development Agreement for Project 10-11 recorded on June 27, 2019, in the official records of Maricopa County, Arizona at recording number 2019-0486224 (hereinafter referred to as the "PHX 10-11 IDA"). The PHX 10-11 has been previously amended four times.

The city owns and operates a Booster Station Site that is surrounded by Microsoft's property. Microsoft approached the city about acquiring the Booster Station Site to facilitate the development of Microsoft's property. The Fourth Amendment to Infrastructure Development Agreement for Project 10-11 recorded on June 28, 2023, in the official records of Maricopa County, Arizona at recording number 20230337588 (hereinafter referred to as the "Fourth Amendment"), included terms and conditions for the city's conveyance of the Booster Station Site and the city-owned improvements thereon to Microsoft. Under the terms of the Fourth Amendment, Microsoft was entitled to acquire the Booster Station Site, which included the city-owned improvements thereon, upon Microsoft's request subject to Microsoft remitting the costs associated with the city's development of replacement facilities at a different location.

The city subsequently determined that the Booster Station Site needed to remain in operation until the replacement facilities have been completed because the Booster Station Site is needed to provide the fire flow necessary to support Microsoft's existing development. Microsoft and the city have agreed to further modify the current amended version of the Infrastructure Development Agreement for Project 10-11 IDA relate to terms specifically applicable to Microsoft's acquisition of the Booster Station Site and the city-owned improvements thereon. However, prior to the negotiation of the terms of this Fifth Amendment, Microsoft asked the city to convey a small portion of the Booster Station Site to facilitate the development of its property. Because the conveyance of the portion of the Booster Station Site Microsoft wanted to acquire did not house any of the Booster Station Site improvements and was not needed for the operation of the Booster Station Site, and pursuant to the authority granted in the resolution adopted by the Goodyear City Council approving the Fourth Amendment, the city conveyed 7,339 square feet of the Booster Station Site, by quit claim to Microsoft, upon Microsoft's payment of the fair market value of the property being conveyed. The appraised value of the entire Booster Station Site is $259,414, and Microsoft paid the city $85,960 for the portion of the Booster Station Site it acquired.

STAFF ANALYSIS

The proposed amendment will allow for the city's continued operation of the Booster Station Site until the replacement facilities have been completed under terms consistent with the intent of the Fourth Amendment.

Microsoft remains responsible and will fund through an escrow account the costs of the design and construction of the replacement water facilities, comparable to what exists on the Booster Station Site, and the costs associated with the management of the escrow account. However, because the city intends to increase the size of the storage tank, Microsoft's financial obligation for the cost of constructing the replacement water facilities is based on the Basis of Estimate Report PHX 15 Utility Relocation Design prepared by Brown and Caldwell on behalf of Microsoft. According to the Brown and Caldwell Report, which has been approved by city staff, constructing the replacement water facilities is estimated to cost $3,165,589 (the

"Estimated Construction Costs"). The estimate of design costs is $379,870 (the "Estimated Design Costs"), which represents 12% of the Estimated Construction Costs. Microsoft will deposit $3,545,459 (the total of the Estimated Construction Costs and Estimated Design Costs) and the estimated costs of the escrow into an escrow account.

Under the terms of the Fifth Amendment, the city is responsible for designing and constructing the replacement water facilities, which are to be completed within five years of the effective date of the escrow agreement, which will be established under the terms of the Fifth Amendment. (A copy of the escrow agreement that will be used is attached as an exhibit to the Fifth Amendment.) The city is responsible for all costs incurred in the design and construction of the upgraded replacement water facilities in excess of $3,545,459. The city will pay the invoices as they come due and then will submit requests to the escrow agent for reimbursement, which are to be based on the percentage of the Owner's obligation for the replacement water facilities in comparison to the total amounts of the contracts entered for the design and construction of the replacement water facilities. The final payment request will be the difference between the $3,545.459 Microsoft is to pay toward the cost of the replacement water facilities and the amount of the disbursements that had been made to the city.

To facilitate the development of its property, Microsoft asked the city to grant temporary easements over the remaining Booster Station Site and over existing city right-of-way providing for the installation of brine pipelines. The Fifth Amendment commits the city to granting these temporary easements provided they do not interfere with the city's operation of the Booster Station Site and do not interfere with the city's operation of any other public infrastructure improvements.

In addition, Microsoft has asked the city to allow Microsoft to remove an existing water line and terminate the water line and access easement where the water line is located. The water line is currently serving the Booster Station Site. Accordingly, under the terms of the Fifth Amendment, Microsoft will construct a temporary water line to replace the water line to be removed and will provide the city a temporary water line and access easement for the water line. Once the replacement water line is constructed and the city has received the temporary water line and access easement, the city will terminate the easement for the water line that is to be removed and Microsoft will responsible for disconnecting and abandoning the water line pursuant to city's requirements for abandoning existing water lines.

Once the replacement booster station site is completed and in operation and the city has been fully reimbursed the $3,545.459 the city will convey, on an AS-IS basis by Quit Claim Deed, the Booster Station Site and all city-owned improvements thereon to Microsoft in exchange for Microsoft's payment to the city of $173,454, which represents the difference between the appraised value of the Booster Station Site of $259,414 and amount ($85,960) Microsoft paid the city for portion of the Booster Station Site the city previously conveyed to Microsoft. Upon the conveyance of the remainder of the Booster Station Site, Microsoft shall be responsible for removing all improvements conveyed to Microsoft in the Quit Claim Deed and the temporary water line and access easement granted to the city for the replacement water line will be terminated by the city. Upon the termination of the temporary water line and access easement, Microsoft will responsible for disconnecting and abandoning the water line pursuant to city's requirements for abandoning existing water lines.

In addition, Microsoft asked the city to terminate drainage easements located on Microsoft's property that had previously been granted the city. Although this is not included in the Fifth Amendment, Resolution 2024-2417 approves the termination of the drainage easements upon

the determination by the City Engineer or his designee that the drainage easements are not needed to accommodate storm water run-off from adjacent streets.

Staff is recommending the adoption of Resolution 2024-2417 approving the termination of drainage easements approved by the City Engineer or his designee and approving the Fifth Amendment to the Infrastructure Development Agreement for Project 10-11 for the following reasons:

· The terms of the Fifth Amendment are consistent with the intent of the Fourth Amendment in that Microsoft will pay the cost of designing and constructing replacement water facilities comparable to the existing facilities.
· It allows for the existing Booster Station Site to remain in operation until the replacement facilities are completed, which is required for there to be required fire flows, a life safety requirement.
· It provides for a process for the city's receipt of the funds to pay towards the costs of the design and construction of the replacement water facilities and for the payment to the city for the remainder of appraised value of the Booster Station Site
· It includes terms that will facilitate Microsoft's continued development of its property at no cost to the city

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Attachments

Resolution w-Ex 1 DA

Presentation

RESOLUTION NO. 2024-2417

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING THE TERMINATION OF DRAINAGE EASEMENTS; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE.

WHEREAS, Microsoft Corporation, a Washington corporation ("Microsoft') and the City of Goodyear (the "City") entered into that certain Infrastructure Development Agreement for Project 10-11 recorded on June 27, 2019 in the official records of Maricopa County, Arizona at recording number 2019-0486224 (hereinafter referred to as the "PHX 10-11 IDA"), which addressed certain requirements regarding the development of the Property, including requirements for infrastructure that was to be completed before any certificate of completion and/or certificate of occupancy would be issued for the first building being constructed on the Property, and that certain First Amendment to Infrastructure Development Agreement for Project 10-11 recorded on July 14, 2020, in the official records of Maricopa County, Arizona at recording number 20200625939 (hereinafter referred to as the "First Amendment"), which addressed the timing of certain portions of the Phase One Improvements by Microsoft and the completion of the Raw Water Line by the City, and that certain Second Amendment to Infrastructure Development Agreement for Project 10-11 recorded on April 27, 2021, in the official records of Maricopa County, Arizona at recording number 20210468656 (hereinafter referred to as the "Second Amendment"), and that certain Third Amendment to Infrastructure Development Agreement for Project 10-11 recorded on March 8, 2023, in the official records of Maricopa County, Arizona at recording number 20230116402 (hereinafter referred to as the "Third Amendment"), and that certain Fourth Amendment to Infrastructure Development Agreement for Project 10-11 recorded on June 28, 2023, in the official records of Maricopa County, Arizona at recording number 20230337588 (hereinafter referred to as the "Fourth Amendment"), which addressed the Necessary Public Infrastructure required pursuant to the Updated Corrolo Study for the Full Build Out of the of the Property and acquisition of the Booster Station Site by Owner; and

WHEREAS, the Fourth Amendment included terms, and conditions, for Microsoft's acquisition of the City's Booster Station Site, which is surrounded by Microsoft's property; and

WHEREAS, under the terms of the Fourth Amendment, Microsoft was entitled to acquire the Booster Station subject to Microsoft remitting the costs associated with the City's development of replacement facilities at a different location; and

WHEREAS, Microsoft and the City subsequently determined that the Booster Station Site needed to remain in operation until the replacement facilities have been completed because the public infrastructure improvements on the Booster Station Site are needed to provide the fire flow necessary to support Owner's existing development, and the City and Owner have agreed to modify the terms of the Agreement as set forth herein; and

WHEREAS, the Fifth Amendment to the Infrastructure Development Agreement for Project 10-11 revises terms related to Microsoft's acquisition of the Booster Station Site; and

WHEREAS, the Fifth Amendment to the Infrastructure Development Agreement for Project 10-11 is in the best interests of the health, safety, and welfare of the City of Goodyear; and

WHEREAS, the Fifth Amendment to the Infrastructure Development Agreement for Project 10-11 touches and concerns Microsoft's Property and is intended to be a development agreement within the meaning of A.R.S. § 9-500.05.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Fifth Amendment to the Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve said agreement.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Fifth Amendment to the Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear.

SECTION 3. The Mayor and Council of the City of Goodyear authorize the termination of drainage easement(s) identified in Final Plat for PHX 10-11 Phase 1 recorded on August 30, 2019 in the official records of the Maricopa County Recorder at Book 1481 Page 12 (Instrument 2019-0682117) upon a determination of the City Engineer or his designee that the easement(s) being terminated are not needed to take storm water run-off from adjacent roadways.

SECTION 4. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of Fifth Amendment to Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear.

SECTION 5. Following its execution by all parties, the Fifth Amendment to Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear shall be recorded with the Maricopa County Recorder's Office.

SECTION 6. Unless referred to the voter as provided by law, Resolution 2024-2417 shall be effective thirty (30) days after 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

EXHIBIT “1”

FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT
FOR PROJECT 10-11

WHEN RECORDED, RETURN TO:

City of Goodyear, Arizona
Office of the City Clerk
190 N. Litchfield Road
Goodyear, Arizona 85338

FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11

This Fifth Amendment to Infrastructure Development Agreement for PHX 10-11 (the "Fifth Amendment") is entered into by and between Microsoft Corporation, a Washington corporation ("Owner") and the City of Goodyear, an Arizona municipal corporation (the "City").

RECITALS

A. WHEREAS, Owner is developing its Property under the name PHX 10-11, and is responsible for the design and construction of all infrastructure, within the boundaries of the Property and outside the boundaries of the Property as reasonably determined by the City to be both in accordance with the duly-adopted Development Regulations and needed to support the development of the Property and to allow the City to provide City services to the Property.

B. WHEREAS, Owner and the City entered into that certain Infrastructure Development Agreement for Project 10-11 recorded on June 27, 2019 in the official records of Maricopa County, Arizona at recording number 2019-0486224 (hereinafter referred to as the "PHX 10-11 IDA"), which addressed certain requirements regarding the development of the Property, including requirements for infrastructure that was to be completed before any certificate of completion and/or certificate of occupancy would be issued for the first building being constructed on the Property, and that certain First Amendment to Infrastructure Development Agreement for Project 10-11 recorded on July 14, 2020, in the official records of Maricopa County, Arizona at recording number 20200625939 (hereinafter referred to as the "First Amendment"), which addressed the timing of certain portions of the Phase One Improvements by Owner and the completion of the Raw Water Line by the City, and that certain Second Amendment to Infrastructure Development Agreement for Project 10-11 recorded on April 27, 2021, in the official records of Maricopa County, Arizona at recording number 20210468656 (hereinafter referred to as the "Second Amendment"), and that certain Third Amendment to Infrastructure Development Agreement for Project 10-11 recorded on March 8, 2023, in the official records of Maricopa County, Arizona at recording number 20230116402 (hereinafter referred to as the "Third Amendment"), and that certain Fourth Amendment to Infrastructure Development Agreement for Project 10-11 recorded on June 28, 2023, in the official records of Maricopa County, Arizona at recording number 20230337588 (hereinafter referred to as the "Fourth Amendment"), which addressed the Necessary Public Infrastructure required pursuant to the Updated Corrolo Study for the Full Build Out of the of the Property and acquisition of the Booster Station Site by Owner. Together, the PHX 10-11 IDA, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are referred to herein as the "Agreement."

C. WHEREAS, the Fourth Amendment included terms, conditions, for the City's conveyance of the Booster Station Site to Owner, pursuant to which Owner was entitled to acquire the Booster Station Site upon Owner's request subject to Owner remitting the costs associated with the City's development of replacement facilities at a different location.

D. WHEREAS, the Parties subsequently determined that the Booster Station Site needed to remain in operation until the replacement facilities have been completed because the public infrastructure improvements on the Booster Station Site are needed to provide the fire flow necessary to support Owner's existing development, and the City and Owner have agreed to modify the terms of the Agreement as set forth herein.

E. WHEREAS, under the terms of this Fifth Amendment, the City will continue operating the Remainder Booster Station Site, while the City designs and construct a replacement booster station site.

F. WHEREAS, Owner remains responsible and will fund through an escrow account the costs of the design and construction of the Replacement Water Facilities (defined below), but the City intends to increase the size of the storage tank.

G. WHEREAS, based on the Basis of Estimate Report PHX 15 Utility Relocation Design prepared by Brown and Caldwell on behalf of Owner, a copy of which is attached hereto as Exhibit A and included herein by this reference the cost of constructing the Replacement Water Facilities is estimated to cost $3,165,589 (the "Estimated Construction Costs").

H. WHEREAS, the design costs of the Replacement Water Facilities is estimated to be $379,870, which represents 12% of the Estimated Construction Costs (the "Estimated Design Costs").

I. WHEREAS, the City is responsible for all costs in excess of the Replacement Water Facilities Cost (defined below)

J. WHEREAS, to accommodate Owner's continued development of the Property, the Fifth Amendment includes additional terms allowing for the

K. WHEREAS, prior to the negotiation of the terms of this Fifth Amendment, Owner asked the City to convey a small portion of the Booster Station Site to facilitate the development of the Property.

L. WHEREAS, because the conveyance of the portion of the Booster Station Site Owner asked the City to convey to it did not house any of the Booster Station Site improvements and was not needed for the operation of the Booster Station Site and pursuant to the authority granted in the resolution adopted by the Goodyear City Council in which it approved the Fourth Amendment, City conveyed to Owner 7,339 square feet of the Booster Station Site by quit claim deed the small section of the Booster Station Site in exchange for the fair market value of the property conveyed to Owner (the "Initial Acquisition").

M. WHEREAS, once the replacement booster station site is completed and in operation and the City has been fully reimbursed for the costs incurred in the design and construction of the Replacement Water Facilities, the City will convey the Remainder Booster Station Site on an AS IS BASIS by Quit Claim Deed upon receipt of $173,454, which represents the difference between the appraised value of the Booster Station Site of $259,414 and amount ($85,960) Owner paid the City for portion of the Booster Station Site the City conveyed to Owner.

N. WHEREAS, following the conveyance of the Remainder Booster Station Site, Owner shall be responsible for removing all improvements conveyed in the Quit Claim Deed for the Remainder Booster Station Site and all public infrastructure improvements located within any easement granted to the City that is to be terminated under the terms of this Fifth Amendment.

O. WHEREAS, in addition to modifying the terms and conditions related to Owner's acquisition of the Booster Station Site, the City and Owner have identified additional easements that each needs to grant to the other and certain easements that need to be terminated to allow Owner to continue development of the Property while still allowing the City to operate the Remainder Booster Station Site until the Replacement Water Facilities have been constructed and put into operation.

P. WHEREAS, the City acknowledges the development of the Property is consistent with the City's general plan.

Q. WHEREAS, Owner and the City intend this Fifth Amendment to be a Development Agreement within the meaning of A.R.S. § 9-500.05 that binds Owner and all future owners of all or any portion of the Property.

AGREEMENT

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

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

2. **DEFINED TERMS**. All capitalized terms used but not defined in this Fifth Amendment shall have the meanings ascribed to such terms in the Agreement.

3. **EFFECTIVE DATE**. The execution of this Fifth Amendment by the Parties and approval of this Fifth Amendment by Resolution of the Goodyear City Council are conditions precedent to this Fifth Amendment becoming effective. This Fifth Amendment shall take effect upon the later of dates each of the following conditions precedent have occurred: (i) the full execution of this Fifth Amendment by the Parties and (ii) the date the Resolution approving this Fifth Amendment becomes effective, such later date hereafter defined as the "Fifth Amendment Effective Date."

4. **AMENDMENT TO SECTION 2**. Section 2 of the Agreement is hereby amended to amend and add definitions to Section to of the Agreement as follows:

The section number for the definition of "Water Production In-Lieu Payment" is amended from 2.35 to 2.36.

The following definition in Section 2 of the Agreement is amended to read as follows:

2.34 "Booster Station Site" means that certain real property legal described as Tract A of the Final Plat for PHX 10-11 Phase 1 according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1481 of Maps, Page 17 and all infrastructure improvements thereon except for the GYTR Monitoring Well.

The following definitions are hereby added to Section 2 of the Agreement:

2.37 "Remainder Booster Station Property" means the real property legally described in Exhibit B attached hereto and incorporated herein by this reference.

2.38 "Remainder Booster Station Site" means that Remainder Booster Stations Property and all infrastructure improvements thereon except for the GYTR Monitoring Well.

2.39 "Replacement Water Facilities" means a replacement water campus located on City property within the same pressure zone as the Booster Station Site consisting of a potable water storage reservoir capable of storing at least 750,000 gallons, booster pump(s), hydropneumatics tank, water lines connecting the replacement facilities to the City's existing water lines, and ancillary equipment as needed to for the replacement water facility to function, which includes the work and materials set forth in Basis of Estimate Report PHX 15 Utility Relocation Design prepared by Brown and Caldwell on behalf of Owner, a copy of which is attached hereto as Exhibit A and included herein by this reference.

2.40 "Replacement Water Facilities Cost" means the combined total of the Estimated Construction Costs of $3,165,589 and the Estimated Design Costs of $379,870, which amount is $3,545,459.

2.41 "Upgraded Water Facilities" means a replacement booster station site that meets the minimum requirements of the Replacement Water Facilities that includes upgrades as required by the City.

5. **AMENDMENT TO SECTION 8.** Section 8 and all subsections therein (8.1 through 8.5 inclusive) of the Fourth Amendment to the Agreement are hereby deleted in their entirety and replaced with the following:

8. REMAINDER BOOSTER STATION SITE. Owner has elected to acquire the Remainder Booster Station Site from the City subject to the terms and conditions set forth herein

8.1. The City shall continue to operate the Remainder Booster Station Site until the Replacement Water Facilities as may be upgraded by the City have been completed and are in operation. The City is responsible for the construction of the Replacement Water Facilities as may be upgraded by the City and Owner agrees to reimburse the City in the amount of $3,545,459 (the Replacement Water Facilities Cost) as set forth herein.

8.2. Within thirty (30) days following the Effective Date, City and Owner shall establish an escrow account with First American Title Insurance Company (the "Facilities Escrow Account") by the City and Owner delivering an executed escrow agreement in the form set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Improvements Escrow Agreement"), and Owner depositing funds equal to the Replacement Water Facilities Cost and the estimated costs of the escrow into the Facilities Escrow Account.

8.3. Following Owner's deposit of the Replacement Water Facilities Cost and the estimated costs of the escrow into the Facilities Escrow Account, the City shall proceed to design and construct Replacement Water Facilities as may be upgraded by the City pursuant to section 8.3.1 below. Subject to the Improvements Escrow Agreement, the City shall have the right to draw upon the Facilities Escrow Account to fund the design and construction of the Replacement Water Facilities as may be upgraded by the City as set forth below. The Replacement Water Facilities as may be upgraded by the City shall be completed no later than five years from the Effective Date of Improvements Escrow Agreement. The Replacement Water Facilities as may be upgraded by the City shall be deemed completed when they have been completed and are operational. The City shall deliver written notice to Owner upon completion of the Replacement Water Facilities as may be upgraded by the City (the "Completion Notice").

8.3.1. The City intends to increase the size of the water storage reservoir to allow storage in excess of 750,000 gallons, and the larger water storage reservoir shall be part of the Replacement Water Facilities. Accordingly, the Parties agree that Owner's obligation for the costs of the Replacement Water Facilities is limited to the Replacement Water Facilities Costs. The City shall be entitled to draw from the Facilities Escrow Account to pay invoices for the design and construction of the Replacement Water Facilities. The City's draws from the Facilities Escrow Account to pay progress payments for the design and construction of the Replacement Water Facilities shall be based on the percentage the Owner's obligation to pay the City the Replacement Water Facilities Cost of $3,545,459 bears to the total contracts entered for the design and construction of the Replacement Water Facilities as may be upgraded by the City. For example, if the City enters into a design and construction contract for a combined total of $5,000,000, the City would be able to draw 71% of the amount of progress payment invoices for the design and construction of the Replacement Water Facilities as may be upgraded by the City ($3,545,459 ÷ $5,000,000 = .709). The City's final draw request shall be for the difference between the amount of disbursements made from the Escrow Account to the City and the Replacement Water Facilities Cost of $3,545,459 for which the Owner is to reimburse the City. Owner is responsible for 100% of the costs of the escrow and, if the

estimated escrow fees Owner deposits with the Escrow Agent are not sufficient, Owner shall remit to the Escrow Agent all additional fees requested.

8.4 Once Owner has deposited funds equal to the Replacement Water Facilities Cost and the estimated costs of the escrow with the Escrow Agent, Owner shall grant the City a temporary water line and access easement connecting the facilities on the Remainder Booster Station Site to an existing water line in South La Cometa in the form attached hereto as Exhibit D (the "Replacement Water Line Easement"). The location of the easement shall be agreed upon by the City and shall be a minimum of 20' wide, and Owner shall provide the legal description for said easement. Owner, at Owner's sole cost and expense, shall, subject to plans approved by the Director of the Water Department and the City Engineer or his designee, install a water line and access facilities within the easement granted for said water line and access facilities (the "Replacement Water Line Improvements").

8.5 Once the Replacement Line Improvements have been completed and are in operation, the City shall terminate the 20' Ingress and Egress Easement and P.U.E. located between the S. 143rd Avenue alignment and the Booster Station Site that was granted to the City in that was granted to the City in the subdivision plat titled Airport Commerce Center Subdivision No. 2 recorded in the Official Records of Maricopa County, Arizona in Book 259, page 44 (Instrument 1983 0492562). Owner shall provide the legal description for the easement being terminated and Owner shall be responsible, at Owner's sole cost and expense, for disconnecting and abandoning, pursuant to City's requirements for abandoning existing water lines, all water lines within the easement being terminating and removing all other improvements located within the easement being terminated.

8.6. Upon completion of the Replacement Water Facilities, the City shall terminate the Replacement Water Line Easement and Owner shall be responsible, at Owner's sole cost and expense, for disconnecting and abandoning, pursuant to City's requirements for abandoning existing water lines, all water lines within the easement being terminating and removing all other improvements located within the easement being terminated.

8.7. Upon completion of the Replacement Water Facilities, Owner shall pay the City $173,454, which represents the appraised value of the Booster Station Site of $259,414 less $85,960, the amount Owner paid for the Initial Acquisition, and the City shall convey, on an AS IS BASIS by Quit Claim Deed, the Remainder Booster Station Site. The Quit Claim Deed shall expressly exclude the GYTR Monitoring Well. Following the City's conveyance of the Remainder Booster Station Site, Owner shall, at Owner's sole cost and expense: (i) disconnect and abandon, pursuant to the City's requirements for abandoning existing water lines, all City owned water lines located on the Remainder Booster Station Site from any other City owned water lines; and (ii) remove and dispose of all of the other improvements on the Remainder Booster Station Site acquired by Owner.

8.8. Owner on behalf of itself and its Successor's and Assigns hereby expressly agrees to waive, release, and discharge, and agrees to indemnify, defend, and hold harmless the City from and against any and all claims, costs, expenses, damages, lawsuits, arbitration proceedings, judgements, arbitration awards, losses, or liabilities (including reasonable attorneys' fees and costs) (collectively, "Claims") whether now existing or hereafter arising from or related to or alleged to arise from or related to the conveyance of the Booster Station Site to Owner by the City in an "As-Is" condition, including, but not limited to Claims arising from or related to or alleged to arise from or related to the condition of the Booster Station Site, the disconnecting and abandonment of existing water lines located on the Booster Station Site, the removal and disposal of all of the improvements on the Booster Station Site acquired by Owner, and/or the existence of the GYTR monitor well on the Booster Station Site. The terms of this Section 8.8 shall survive the expiration or earlier termination of the Agreement

8.11 Owner shall have the right to request that the City grant and convey to Owner temporary easements over the Remainder Booster Station Site for Owner's brine pipelines and over existing right-of-way owned by the City (the "Brine Easements"), which notice shall include a survey and legal description of the area needed for such temporary easements. Provided the requested Brine Easement(s) do not interfere with the City's operation of the Remainder Booster Station Site and do not interfere with the City's operation of any other public infrastructure improvements, the City shall, subject to approval of the legal descriptions for the locations of the Brine Easements, execute the Brine Easements to Owner in a form acceptable to both Owner and the City.

GENERAL TERMS

6. **ENTIRE AGREEMENT**. This Fifth Amendment and the exhibit(s) referred to herein and attached hereto, along with the unchanged provisions in the Agreement constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties, and/or by or between any of the Parties and any third parties. This Fifth Amendment shall be deemed to amend and supersede the Agreement with respect to all terms, provisions and changes set forth in this Fifth Amendment. To the extent of any conflict between this Fifth Amendment and the Agreement, this Fifth Amendment shall control. Except as amended by this Fifth Amendment, all terms, provisions and conditions of the Agreement shall remain in full force and effect.

7. **AMENDMENTS**. The Agreement and this Fifth Amendment thereto, may not be changed modified or rescinded except in writing as agreed to and signed by the Parties hereto and approved by a Resolution of the Mayor and Council of the City of Goodyear.

8. **SECTION HEADINGS**. The section headings contained in this Fifth Amendment are for convenience in reference only and are not intended to define or limit the scope of any provision of this Fifth Amendment.

9. FAIR INTERPRETATION. The terms and provisions of this Fifth Amendment represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Fifth Amendment shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 9 shall survive the expiration or earlier termination of the Agreement.

10. REPRESENTATIONS AND WARRANTIES OF OWNER. As of the date of the execution of this Fifth Amendment, Owner represents and warrants the following:

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

10.2. AUTHORIZATION. Owner is qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Fifth Amendment as authorized by Owner, and Owner is not prohibited from executing this Fifth Amendment by any law, rule, regulation, instrument, agreement, order or judgment.

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

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

11.1. APPROVAL. City has approved this Fifth Amendment at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

11.2. AUTHORIZATION. City agrees that the persons executing this Fifth Amendment on behalf of City have been duly authorized to do so, and City is not prohibited from executing this Fifth Amendment by any law, rule, regulation, instrument, agreement, order or judgment.

12. COUNTERPARTS. This Fifth Amendment 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 Fifth Amendment may be executed and delivered by electronic transmission. A manually signed copy of this Fifth Amendment 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 Fifth Amendment provided however, Owner shall deliver an original to the City for recordation by the City in the Official Records of Maricopa County.

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

IN WITNESS WHEREOF and agreeing to be bound by the terms of this Fifth Amendment to Infrastructure Development Agreement for PHX 10-11 the City and Owner have caused this Fifth Amendment to Infrastructure Development Agreement for PHX 10-11, to be executed by their duly appointed representatives.

Signatures, Acknowledgments and Exhibits on Following Pages

OWNER:

Microsoft Corporation,
a Washington corporation

By: _____

Name: _____

Its: _____

State of _____)
) ss.
County of _____)

The Fifth Amendment to Infrastructure Development Agreement for PHX 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this_____day of_____, 2024, by_____, the_____ _____of Microsoft Corporation, a Washington corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Microsoft Corporation, a Washington corporation.

_____
Notary Public

Signatures, Acknowledgments and Exhibits Continued on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Fifth Amendment to Infrastructure Development Agreement for PHX 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this_____day of _____, 2024, by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

Exhibits on Following Pages

EXHIBIT "A"

BASIS OF ESTIMATE REPORT PHX 15 UTILITY RELOCATION DESIGN

On the Following Pages

Basis of Estimate Report

PHX 15 Utility Relocation Design

Introduction

Brown and Caldwell (BC) is pleased to present this opinion of probable construction cost (estimate) prepared for the Lightspeed's PHX 15 Utility Relocation Design, Goodyear, AZ.

Estimated Project Costs

Based on the typical accuracy of a Class 5 estimate, the expected range of costs is:

Upper Range	Estimated Cost	Lower Range
+100%		-50%
$6,331,178	$3,165,589	$1,582,795

Summary

This Basis of Estimate contains the following information:

- Scope of work
- Background of this estimate
- Class of estimate
- Estimating methodology
- Direct cost development
- Indirect cost development
- Bidding assumptions
- Estimating assumptions
- Estimating exclusions
- Allowances for known but undefined work
- Contractor and other estimate markups

Scope of Work

A new water storage tank to replace the existing 750,000-gallon storage tank. This will be based on the replacement of a tank of same size, shape, and material based on as-builts provided by the City.

Background of this Estimate

The attached estimate of probable construction cost is based on available as-builts, received by the Estimating and Scheduling Group (ESG). These documents are described as preliminary/conceptual complete based on the current project progression, additional or updated scope and/or quantities, and ongoing discussions with the project team. Further information can be found in the detailed estimate reports.

Class of Estimate

Class 5: 0 to 2 Percent Conceptual Design Completion

In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, this is a Class 5 estimate. A Class 5 estimate is defined as a Conceptual Level or Project Viability Estimate. Typically, engineering is from 0 to 2 percent complete. Class 5 estimates are used to prepare planning level cost scopes or evaluation of alternative schemes, long range capital outlay planning, and can also form the base work for the Class 4 Planning Level or Design Technical Feasibility Estimate.

Expected accuracy for Class 5 estimates typically ranges from -50 to +100 percent, depending on the technological complexity of the project, appropriate reference information and the inclusion of an appropriate contingency determination. In unusual circumstances, ranges could exceed those shown.

Estimating Methodology

This estimate was prepared using quantity take-offs, vendor quotes and equipment pricing furnished either by the project team or by the estimator. The estimate includes direct labor costs and anticipated productivity adjustments to labor and equipment. Where possible, estimates for work anticipated to be performed by specialty subcontractors have been identified.

Construction labor crew and equipment hours were calculated from production rates contained in documents and electronic databases published by R.S. Means, Mechanical Contractors Association (MCA), National Electrical Contractors Association (NECA), and Rental Rate Blue Book for Construction Equipment (Blue Book).

This estimate was prepared using BC's estimating system, which consists of Sage Construction and Real Estate 300 estimating software engine (formerly Timberline) using RS Means database, historical project data, the latest vendor and material cost information, and other costs specific to the project location.

Direct Cost Development

Costs associated with the General Provisions and the Special Provisions of the construction documents, which are collectively referred to as Contractor General Conditions (CGC), were based on the estimator's interpretation of the contract documents. The estimates for CGCs are divided into two groups: a time-related group (e.g., field personnel) and non-time-related group (e.g., bonds and insurance). Labor burdens such as health and welfare, vacation, union benefits, payroll taxes, and worker's compensation insurance are included in the labor rates. No trade discounts were considered.

Indirect Cost Development

Local sales tax has been applied to material and equipment rentals. A percentage allowance for contractor's home office expense has been included in the overall rate markups. The rate is standard for this type of heavy construction and is based on typical percentages outlined in Means Heavy Construction Cost Data.

The contractor's cost for builder's risk, general liability and vehicle insurance has been included in this estimate. Based on historical data, this is typically two to four percent of the overall construction contract amount. These indirect costs have been included in this estimate as a percentage of the gross cost and are added after the net markups have been applied to the appropriate items.

Bidding Assumptions

The following bidding assumptions were considered in the development of this estimate.

1. Bidders must hold a valid, current Contractor's credentials, applicable to the type of project.
2. Bidders will develop estimates with a competitive approach to material pricing and labor productivity, and will not include allowances for changes, extra work, unforeseen conditions, or any other unplanned costs.
3. Estimated costs are based on a minimum of four bidders. Actual bid prices may increase for fewer bidders or decrease for a greater number of bidders.
4. Bidders will account for General Provisions and Special Provisions of the contract documents and will perform all work except that which will be performed by traditional specialty subcontractors as identified here:
   - Electrical

Estimating Assumptions

As the design progresses through different completion stages, it is customary for the estimator to make assumptions to account for details that may not be evident from the documents. The following assumptions were used in the development of this estimate.

1. The cost for demolition of the storage tank and associated components is not included in the cost estimate.
2. Contractor performs the work during normal daylight hours, nominally 7 a.m. to 5 p.m., Monday through Friday, in an 8-hour shift. No allowance has been made for additional shift work or weekend work.
3. Contractor has complete access for lay-down areas and mobile equipment.
4. Equipment rental rates are based on verifiable pricing from the local project area rental yards, Blue Book rates, and/or rates contained in the estimating database.
5. Contractor markup is based on conventionally accepted values that have been adjusted for project-area economic factors.
6. Major equipment costs are based on historical pricing of like equipment.
7. Bulk material quantities are based on manual quantity take-offs.
8. There is enough electrical power to feed the specified equipment. The local power company will supply power and transformers suitable for this facility.
9. Soils are of adequate nature to support the structures. No piles have been included in this estimate.

Estimating Exclusions

The following estimating exclusions were assumed in the development of this estimate.

1. Hazardous materials remediation and/or disposal.
2. O&M costs for the project except for the vendor supplied O&M manuals.
3. Utility agency costs for incoming power modifications.
4. Permits beyond those normally needed for the type of project and project conditions.
5. Land costs
6. Cost for connections to existing system

Allowances for Known but Undefined Work

The following allowances were made in the development of this estimate.

1. Electrical - $200,000

Contractor and Other Estimate Markups

Contractor markup is based on conventionally accepted values which have been adjusted for project-area economic factors. Estimate markups are shown in Table 1.

Table 1. Estimate Markups

Item	Rate (%)
Net Cost Markups	
Labor markup	15
Materials and process equipment	15
Subcontractor	15
Other – Process Equipment	8
Sales Tax (State and local for materials, process equipment and construction equipment rentals, etc.)	8.8
Material Shipping and Handling	2
Gross Cost Markups	
Contractor General Conditions	15
Start-up, Training and O&M	2
Construction Contingency	20
Builders Risk, Liability and Auto Insurance	2
Performance and Payment Bonds	1.5
Escalation to Midpoint of Construction	2

Labor Markup

The labor rates used in the estimate were derived from RS Means latest national average wage rate tables and city cost indexes. These include base rate paid to the laborer plus fringes. A labor burden factor is applied to these such that the final rates include all employer paid taxes. These taxes are FICA (which covers social security plus Medicare), Workers Comp (which varies based on state, employer experience and history) and unemployment insurance. The result is fully loaded labor rates. In addition to the fully loaded labor rate, an overhead and profit markup is applied at the back end of the estimate. This covers payroll and accounting, estimator's wages, home office rent, advertising, and owner profit.

Materials and Process Equipment Markup

This markup consists of the additional cost to the contractor beyond the raw dollar amount for material and process equipment. This includes shop drawing preparation, submittal and/or re-submittal cost, purchasing and scheduling materials and equipment, accounting charges including invoicing and payment, inspection of received goods, receiving, storage, overhead and profit.

Equipment (Construction) Markup

This markup consists of the costs associated with operating the construction equipment used in the project. Most GCs will rent rather than own the equipment and then charge each project for its equipment cost. The equipment rental cost does not include fuel, delivery and pick-up charges, additional insurance requirements on rental equipment, accounting costs related to home office receiving invoices and payment.

However, the crew rates used in the estimate do account for the equipment rental cost. Occasionally, larger contractors will have some or all the equipment needed for the job, but to recoup their initial purchasing cost they will charge the project an internal rate for equipment use which is like the rental cost of equipment. The GC will apply an overhead and profit percentage to each individual piece of equipment whether rented or owned.

Subcontractor Markup

This markup consists of the GC's costs for subcontractors who perform work on the site. This includes costs associated with shop drawings, review of subcontractor's submittals, scheduling of subcontractor work, inspections, processing of payment requests, home office accounting, and overhead and profit on subcontracts.

Sales Tax (Materials, Process Equipment and Construction Equipment)

This is the tax that the contractor must pay according to state and local tax laws. The percentage is applied to both the material and equipment the GC purchases as well as the cost for rental equipment. The percentage is based on the local rates in place at the time the estimate was prepared.

Contractor Startup, Training, and O&M Manuals

This cost markup is often confused with either vendor startup or owner startup. It is the cost the GC incurs on the project beyond the vendor startup and owner startup costs. The GC generally will have project personnel assigned to facilitate the installation, testing, startup, and O&M manual preparation for equipment that is put into operation by either the vendor or owner. These project personnel often include an electrician, pipe fitter or millwright, and/or I&E technician. These personnel are not included in the basic crew makeup to install the equipment but are there to assist and troubleshoot the startup and proper running of the equipment. The GC also incurs a cost for startup for such things as consumables (oil, fuel, filters, etc.), startup drawings and schedules, startup meetings and coordination with the plant personnel in other areas of the plant operation.

Builders Risk, Liability, and Vehicle Insurance

This percentage comprises all three items. There are many factors which make up this percentage, including the contractor's track record for claims in each of the categories. Another factor affecting insurance rates has been a dramatic price increase across the country over the past several years due to domestic and foreign influences. Consequently, in the construction industry we have observed a range of 0.5 to 1 percent for Builders Risk Insurance, 1 to 1.25 percent for General Liability Insurance, and 0.85 to 1 percent for Vehicle Insurance. Many factors affect each area of insurance, including project complexity and contractor's requirements and history. Instead of using numbers from a select few contractors, we believe it is more prudent to use a combined 2 percent to better reflect the general costs across the country. Consequently, the actual cost could be higher or lower based on the bidder, region, insurance climate, and the contractor's insurability at the time the project is bid.

Material Shipping and Handling

This can range from 2 to 6 percent, and is based on the type of project, material makeup of the project, and the region and location of the project. Material shipping and handling covers delivery costs from vendors, unloading costs (and in some instances loading and shipment back to vendors for rebuilt equipment), site paperwork, and inspection of materials prior to unloading at the project site. BC typically adjusts this percentage by the value of materials and whether vendors have included shipping costs in the quotes that were used to prepare the estimate. This cost also includes the GC's cost to obtain local supplies, e.g., oil, gaskets and bolts that may be missing from the equipment or materials shipped.

Escalation to Midpoint for Labor, Materials and Subcontractors

In addition to contingency, it is customary for projects that will be built over several years to include an escalation to midpoint of anticipated construction to account for the future escalation of labor, material, and equipment costs beyond values at the time the estimate is prepared. For this project, the anticipated rate of escalation is 4 percent per annum.

The estimated construction duration for this project is 12 months, exclusive of unusual weather or site conditions delays. Construction is anticipated to start April 2024 and be completed by April 2025. The escalation factors used in this estimate are calculated from the date of this estimate to the anticipated midpoint of construction which is approximately 5 months from the date of this estimate.

Undesigned/Undeveloped Contingency

The contingency factor covers unforeseen conditions, area economic factors, and general project complexity. This contingency is used to account for those factors that cannot be addressed in each of the labor and/or material installation costs. Based on industry standards, completeness of the project documents, project complexity, the current design stage and area factors, construction contingency can range from 10 to 50 percent.

Performance and Payment Bonds

Based on historical and industry data, this can range from 0.75 to 3 percent of the project total. There are several contributing factors including such items as size of the project, regional costs, contractor's historical record on similar projects, complexity, and current bonding limits. BC uses 1.5 percent for bonds, which we have determined to be reasonable for most heavy construction projects.

LIGHTSPEED
PHX 15 UTILITY RELOCATION DESIGN
CLASS 5: PLELIMINARY/CONCEPTUAL

Estimator	Nitesh Poladia
BC Project Manager	Phil Walker
BC Office	Phoenix
BC Project Number	190709

Estimate Summary Report

5/22/2024

BC Project Number: 190709
Lead Estimator: Nitesh Poladia

PHX 15 UTILITY RELOCATION DESIGN

Phase	Description	Gross Total Cost with Markups
01 PHX 15 UTILITY RELOCATION DESIGN		
02 Site/Civil		260,291
03 Concrete		61,803
05 Metals		7,363
09 Finishes		93,061
11 Process Equipment		2,134,570
15 Mechanical		259,247
16 Electrical		349,255
01 PHX 15 UTILITY RELOCATION DESIGN		3,165,589

Estimate Detail Report

5/22/2024

BC Project Number: 190709

Lead Estimator: Nitesh Poladia

PHX 15 UTILITY RELOCATION DESIGN

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
01 PHX 15 UTILITY RELOCATION DESIGN									
02 Site/Civil									
04220 Cement Block Wall - 500' x 8' high									
04-22-10.28	Concrt block,high strngt,hollow,3500 psi,6"8"16",includs mortar and horzntl joint rnfrcng every other course,excluds scffldn,grout and verticl rnfrcng	4,000.00 sf	6.14	2.86	-	-	-	9.00	36,015
04-22-10.18	Concret block,col pilastr,2 piece unit,2000 psi,20"x20",includs mortar,verticl rnfrcng (4-#4 bars) and grout,excluds scffldn and horzntl reinforcing	500.00 vlf	43.46	43.85	-	-	-	87.31	43,654
04-05-19.26	Masonry reinforcing bars, truss type steel joint reinforcing, mill standard galvanized, to 6" wide	30.00 clf	18.65	25.96	-	-	-	44.61	1,338
	Cement Block Wall - 500' x 8' high	**4,000.00 sf**	**11.72**	**8.54**				**20.25**	**81,007**
31290 Structure Excavation - Storage Tank 74' dia.									
31-23-16.42	Excavating, bulk bank measure, in sheeting or cofferdam, with all other equipment, minimum	809.54 bcy	8.72	-	8.61	-	-	17.33	14,025
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	109.80 bcy	3.16	-	0.66	-	-	3.82	419
31-23-23.16	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	255.34 lcy	13.10	40.50	1.93	-	-	55.54	14,181
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	219.59 bcy	3.16	-	0.66	-	-	3.82	839
31-23-23.14	Backfill, structural, common earth, 200 HP dozer, 300' haul, from existing stockpile, excludes compaction	199.27 lcy	1.42	-	1.96	-	-	3.38	673
31-23-23.23	Compaction, around structures and trenches, 2 passes, 18" wide, 6" lifts, walk behind, vibrating plate	173.28 bcy	3.16	-	0.66	-	-	3.82	662
31-23-23.19	Loading trucks, 2.5 C.Y. bucket, front end loader, wheel mounted	636.26 bcy	0.66	-	0.52	-	-	1.18	751
31-23-23.18	Hauling,excavated borrow material,loose cubic yards,20 mile round trip,0.4 load/hr,base wide rate,12 cy truck,highway haulers,excludes loading	795.32 lcy	16.43	-	25.22	-	-	41.65	33,125
	Structure Excavation - Storage Tank 74' dia.	**809.54 cy**	**31.82**	**12.77**	**35.29**			**79.89**	**64,675**
	02 Site/Civil	**1.00 LS**	**72,629.30**	**44,482.70**	**28,570.42**			**145,682.42**	**145,682**
03 Concrete									
03370 Equipment Pad - Pump (3' x 3' x 12" thick)									
03-11-13.65	C.I.P. concrete forms, slab on grade, edge, wood, 7" to 12" high, 4 use, includes erecting, bracing, stripping and cleaning	24.00 sfca	4.72	1.47	-	-	-	6.19	149

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
03370 Equipment Pad - Pump (3' x 3' x 12" thick)										
03-15-05.12	Chamfer strip, wood, 3/4" wide	24.00	lf	1.01	0.16	-	-	-	1.17	28
03-21-10.60	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	0.03	ton	1,191.30	1,435.00	-	-	-	2,626.33	79
03-21-10.60	Reinforcing steel, in place, dowels, deformed, 2' long, #5, A615, grade 60	24.00	ea	3.15	1.65	-	-	-	4.80	115
03-21-10.60	Reinforcing in place, unloading & sorting, add to above - slabs	0.05	ton	45.00	-	17.00	-	-	62.10	3
03-31-05.35	Structural concrete,ready mix,normal weight,4000 psi,includes local aggregate,sand,portland cement and water,excludes all additives and treatments	0.67	cy	-	135.11	-	-	-	135.11	90
03-31-05.35	Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load	2.00	ea	-	104.25	-	-	-	104.25	209
03-31-05.70	Structural concrete, placing, slab on grade, pumped, up to 6" thick, includes vibrating, excludes material	0.67	cy	29.61	-	5.20	-	-	34.81	23
03-62-13.50	Grout, non-shrink, for column and machine bases, non-metallic, 1" deep	15.13	sf	14.46	8.33	-	-	-	22.79	345
03-15-19.45	Machinery anchor, heavy duty, 1" dia stud & bolt, incl sleeve, floating base nut, lower stud & coupling nut, fiber plug, connecting stud, washer & nut	8.00	ea	69.81	156.16	5.98	-	-	231.95	1,856
	Equipment Pad - Pump (3' x 3' x 12" thick)	**0.67**	**cy**	**1,571.32**	**2,692.14**	**78.17**			**4,341.63**	**2,896**
31999 Aggregate Base for Storage Tank										
32-11-23.23	Aggregate base - 18" compacted	491.00	sy	7.87	50.00	4.89	-	-	62.75	30,813
	Aggregate Base for Storage Tank	**491.00**	**sy**	**7.87**	**50.00**	**4.89**			**62.75**	**30,813**
	03 Concrete	**1.00**	**LS**	**4,910.88**	**26,345.66**	**2,451.95**			**33,708.49**	**33,708**
05 Metals										
05999 Steel Ladder										
05-51-33.13	Ladder, shop fabricated, steel, 20" W, bolted to concrete, incl cage	20.00	vlf	54.43	145.00	2.36	-	-	201.79	4,036
	Steel Ladder	**20.00**	**vlf**	**54.43**	**145.00**	**2.36**			**201.79**	**4,036**
	05 Metals	**1.00**	**LS**	**1,088.68**	**2,900.00**	**47.13**			**4,035.81**	**4,036**
09 Finishes										
01695 Scaffolding										
01-54-23.70	Scaffolding, steel tubular, heavy duty shoring, frame, rent/mo, 5' high x 2' & 4' wide	152.00	ea	-	10.34	-	-	-	10.34	1,572

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
01695 Scaffolding									
01-54-23.70	Scaffolding, steel tubular, heavy duty shoring, accessory, base plate, rent/mo, 8" x 8"	76.00 ea	-	1.11	-	-	-	1.11	85
01-54-23.70	Scaffolding, steel tubular, heavy duty shoring, accessory, leveling jack, rent/mo	76.00 ea	-	3.02	-	-	-	3.02	230
01-54-23.70	Scaffolding, steel tubular, regular, accessory, plank, rent/mo, 2" x 10" x 16' long	56.00 ea	-	12.15	-	-	-	12.15	680
01-54-23.70	Scaffolding, steel tubular, regular, accessory, cross brace, rent/mo	304.00 ea	-	3.01	-	-	-	3.01	916
01-54-23.70	Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo	78.00 ea	-	3.61	-	-	-	3.61	282
01-54-23.70	Scaffolding, steel tubular, regular, accessory, guardrail section, rent/mo, 7' long	152.00 ea	-	13.60	-	-	-	13.60	2,068
01-54-23.70	Scaffolding, planks, labor only to install & remove, 2"x10"x16', up to 50' high	224.00 ea	22.76	-	-	-	-	22.76	5,098
	Scaffolding	**5,640.00 sfca**	**0.90**	**1.03**				**1.94**	**10,930**
09900 Coating									
09-91-13.60	Paints & coatings, exterior, paint 2 coats, spray	11,200.00 sf	1.49	2.00	-	-	-	3.49	39,138
09-91-03.30	Surface preparation, exterior, siding, stucco, pressure wash, based on 2500 lb operating pressure	11,200.00 sf	0.12	-	0.02	-	-	0.13	1,474
	Coating	**11,200.00 sf**	**1.61**	**2.00**	**0.02**			**3.63**	**40,612**
	09 Finishes	**1.00 LS**	**23,129.16**	**28,231.80**	**180.21**			**51,541.17**	**51,541**
11 Process Equipment									
46999 Pumps									
46-06-00.00	Unload pumps	2.00 ea	12,257.14	0.00	8,279.35	-	-	20,536.48	41,073
46-06-00.00	Install new pumps (200 hp) - Aurora model 411	2.00 ea	13,954.08	90,000.00	4,553.59	-	-	108,507.67	217,015
	Pumps	**2.00 ea**	**26,211.22**	**90,000.00**	**12,832.94**			**129,044.15**	**258,088**
46999 Welded Carbon Steel - 74' dia									
33-16-13.16	Tanks, aboveground water utility storage tanks, 750,000 gallons	1.00 ea	71,270.46	750,000.00	38,762.45	-		860,032.91	860,033
	Welded Carbon Steel - 74' dia	**2.00 ea**	**35,635.23**	**375,000.00**	**19,381.22**			**430,016.46**	**860,033**
46999 Steel Tank - 5,000 gal									
23-13-23.16	Tanks, aboveground water utility storage tanks, 5,000 gallons, includes supports	1.00 ea	1,100.70	41,641.60	-	-	-	42,742.30	42,742

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
	Steel Tank - 5,000 gal	**1.00**	**ea**	**1,100.70**	**41,641.60**				**42,742.30**	**42,742**
	11 Process Equipment	**1.00**	**LS**	**124,793.59**	**971,641.60**	**64,428.32**			**1,160,863.51**	**1,160,864**
15 Mechanical										
40110 Steel Pipe - 12" Pipe										
40-05-19.10	Pipe Plain End-Cast Iron--Class C 12 Inch (300mm)	50.00	lf	-	87.54	-	-	-	87.54	4,377
40-05-19.10	Fitting Flanged & Bolted-Cast Iron-Ell90-Cls 125 12 Inch (300mm)	1.00	ea	-	880.98	-	-	-	880.98	881
40-05-19.10	Fitting Flanged & Bolted-Cast Iron-Flange Thr-Cls 125 12 Inch (300mm)	4.00	ea	-	120.98	-	-	-	120.98	484
40-05-05.00	Pipe Erection-Handle Fittings-Metal-Std 12 Inch (300mm)	1.00	ea	103.82	-	-	-	-	103.82	104
09-91-06.41	Coatings & paints, B & C coating system E-1 (Epoxy, metal pipe)	157.08	sqft	0.61	0.90	-	-	-	1.50	236
40-05-19.10	Shop Fabrication-Cast Iron-Shop Cut & Thread & Attach Flange-Class C 12 Inch (300mm)	4.00	ea	-	48.45	-	-	-	48.45	194
40-05-19.10	Pipe Erection-Straight Run-Cast Iron-Non-Specific 12 Inch (300mm)	50.00	lf	40.96	-	23.46	-	-	64.43	3,221
40-05-05.00	Make Up Bolted Joint incl B-7 Nuts, Bolts, 1/16 Inch Rubber Gasket-Cls 150 (PN20) 12 Inch (300mm)	2.00	ea	50.70	131.70	-	-	-	182.40	365
40-05-07.00	Pipe Support 12 Inch (300mm)	3.00	ea	97.50	27.65	-	-	-	125.15	375
40-05-07.00	Hanger Rod 12 Inch (300mm)	3.00	ea	31.20	331.74	-	-	-	362.94	1,089
40-05-07.00	Hilti-Chemical Anchor - Pipe Support Size 12 Inch (300mm)	20.00	ea	23.40	38.70	-	-	-	62.10	1,242
40-05-05.00	Field Testing-Hydrotest-Non-Specific 12 Inch (300mm)	50.00	lf	4.68	-	-	-	-	4.68	234
	Steel Pipe - 12" Pipe	**50.00**	**lf**	**68.73**	**163.85**	**23.46**			**256.04**	**12,802**
40110 Steel Pipe - 10" Pipe										
40-05-19.10	Pipe Plain End-Cast Iron--Class C 10 Inch (250mm)	200.00	lf	-	67.11	-	-	-	67.11	13,422
40-05-19.10	Fitting Flanged & Bolted-Cast Iron-Ell90-Cls 125 10 Inch (250mm)	4.00	ea	-	645.44	-	-	-	645.44	2,582
40-05-19.10	Fitting Flanged & Bolted-Cast Iron-Flange Thr-Cls 125 10 Inch (250mm)	16.00	ea	-	81.28	-	-	-	81.28	1,301
40-05-05.00	Pipe Erection-Handle Fittings-Metal-Std 10 Inch (250mm)	4.00	ea	89.70	-	-	-	-	89.70	359
09-91-06.41	Coatings & paints, B & C coating system E-1 (Epoxy, metal pipe)	523.60	sqft	0.61	0.90	-	-	-	1.50	788
40-05-19.10	Shop Fabrication-Cast Iron-Shop Cut & Thread & Attach Flange-Class C 10 Inch (250mm)	16.00	ea	-	39.17	-	-	-	39.17	627
40-05-19.10	Pipe Erection-Straight Run-Cast Iron-Non-Specific 10 Inch (250mm)	200.00	lf	33.25	-	19.04	-	-	52.29	10,458
40-05-05.00	Make Up Bolted Joint incl B-7 Nuts, Bolts, 1/16 Inch Rubber Gasket-Cls 150 (PN20) 10 Inch (250mm)	8.00	ea	39.00	119.27	-	-	-	158.27	1,266
40-05-07.00	Pipe Support 10 Inch (250mm)	10.00	ea	78.00	27.65	-	-	-	105.65	1,056
40-05-07.00	Hanger Rod 10 Inch (250mm)	10.00	ea	31.20	304.10	-	-	-	335.30	3,353
40-05-07.00	Hilti-Chemical Anchor - Pipe Support Size 10 Inch (250mm)	80.00	ea	23.40	33.17	-	-	-	56.57	4,526
40-05-05.00	Field Testing-Hydrotest-Non-Specific 10 Inch (250mm)	200.00	lf	3.90	-	-	-	-	3.90	780

Phase	Description	Takeoff Quantity		Labor Cost/Unit	Material Cost/Unit	Equip Cost/Unit	Sub Cost/Unit	Other Cost/Unit	Total Cost/Unit	Total Amount
	Steel Pipe - 10" Pipe	**200.00**	**lf**	**56.91**	**126.64**	**19.04**			**202.59**	**40,517**
40110 Steel Pipe - 6" Pipe										
40-05-19.10	Pipe Plain End-Cast Iron--Class C 6 Inch (150mm)	50.00	lf	-	33.75	-	-	-	33.75	1,687
40-05-19.10	Fitting Flanged & Bolted-Cast Iron-Ell90-Non-Specific 6 Inch (150mm)	1.00	ea	-	209.48	-	-	-	209.48	209
40-05-19.10	Fitting Flanged & Bolted-Cast Iron-Flange Thr-Cls 125 6 Inch (150mm)	4.00	ea	-	36.86	-	-	-	36.86	147
40-05-05.00	Pipe Erection-Handle Fittings-Metal-Std 6 Inch (150mm)	1.00	ea	50.78	-	-	-	-	50.78	51
09-91-06.41	Coatings & paints, B & C coating system E-1 (Epoxy, metal pipe)	78.54	sqft	0.61	0.90	-	-	-	1.50	118
40-05-19.10	Shop Fabrication-Cast Iron-Shop Cut & Thread & Attach Flange-Class C 6 Inch (150mm)	4.00	ea	-	23.77	-	-	-	23.77	95
40-05-19.10	Pipe Erection-Straight Run-Cast Iron-Non-Specific 6 Inch (150mm)	50.00	lf	20.78	-	11.90	-	-	32.68	1,634
40-05-05.00	Make Up Bolted Joint incl B-7 Nuts, Bolts, 1/16 Inch Rubber Gasket-Cls 150 (PN20) 6 Inch (150mm)	2.00	ea	39.00	50.38	-	-	-	89.38	179
40-05-07.00	Pipe Support 6 Inch (150mm)	3.00	ea	78.00	16.59	-	-	-	94.59	284
40-05-07.00	Hanger Rod 6 Inch (150mm)	3.00	ea	23.40	82.94	-	-	-	106.34	319
40-05-07.00	Hilti-Chemical Anchor - Pipe Support Size 6 Inch (150mm)	20.00	ea	15.60	27.65	-	-	-	43.25	865
40-05-05.00	Field Testing-Hydrotest-Non-Specific 6 Inch (150mm)	50.00	lf	2.34	-	-	-	-	2.34	117
	Steel Pipe - 6" Pipe	**50.00**	**lf**	**38.97**	**63.25**	**11.90**			**114.12**	**5,706**
40700 Valves										
22-05-23.30	Valves, swing check , 6"	3.00	ea	646.42	2,352.35	-	-	-	2,998.77	8,996
22-05-23.30	Valves, swing check , 12"	3.00	ea	1,140.75	12,612.60	-	-	-	13,753.35	41,260
22-05-23.70	Valves, plug valve, 10"	2.00	ea	881.49	3,803.80	-	-	-	4,685.29	9,371
22-05-23.80	Valves, swing check , 10"	2.00	ea	923.46	10,510.50	-	-	-	11,433.96	22,868
	Valves	**1.00**	**ls**	**8,971.40**	**73,523.45**				**82,494.85**	**82,495**
	15 Mechanical	**1.00**	**LS**	**25,737.51**	**110,205.63**	**5,577.10**			**141,520.24**	**141,520**
16 Electrical										
26999 Electrical and Instrumentation										
26-99-99.99	Electrical and Instrumentation	1.00	ls	-	-	-	200,000.00	-	200,000.00	200,000
	Electrical and Instrumentation	**1.00**	**ls**				**200,000.00**		**200,000.00**	**200,000**
	16 Electrical	**1.00**	**LS**				**200,000.00**		**200,000.00**	**200,000**
	01 PHX 15 UTILITY RELOCATION DESIGN									**1,737,352**

Estimate Totals

Description	Rate	Hours	Amount	Totals
Labor		3,803 hrs	252,289	
Material			1,183,807	
Subcontract			200,000	
Equipment		1,121 hrs	101,255	
Other				
			1,737,351	**1,737,351**
Labor Mark-up	15.00 %		37,843	
Material Mark-up	15.00 %		177,571	
Subcontractor Mark-up	15.00 %		30,000	
Construction Equipment Mark-up	10.00 %		10,126	
			255,540	**1,992,891**
Material Shipping & Handling	2.00 %		23,676	
Material Sales Tax	8.80 %		113,086	
Net Markups			**136,762**	**2,129,653**
Contractor General Conditions	15.00 %		319,448	
			319,448	**2,449,101**
Start-Up, Training, O&M	2.00 %		48,982	
			48,982	**2,498,083**
Undesign/Undevelop Contingency	20.00 %		499,617	
			499,617	**2,997,700**
Bldg Risk, Liability Auto Ins	2.00 %		59,954	
			59,954	**3,057,654**
Payment and Performance Bonds	1.50 %		45,865	
			45,865	**3,103,519**
Escalation to Midpoint	2.00 %		62,070	
Gross Markups			**62,070**	**3,165,589**
Total				**3,165,589**

EXHIBIT "B"

REMAINDER BOOSTER STATION PROPERTY
LEGAL DESCRIPTION

On the Following Pages

EXHIBIT 'B'
FOR PARCEL A2

A PORTION OF TRACT A OF THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 89°13'00" WEST, 2627.31 FEET;

THENCE NORTH 89°13'00" WEST, 619.29 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 00°47'00" WEST, 1872.68 FEET, DEPARTING FROM SAID SECTION LINE TO THE NORTHWEST CORNER OF SAID TRACT A, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°07'49" EAST, 217.05 FEET;

THENCE SOUTH 24°30'46" EAST, 34.99 FEET TO THE BEGINNING OF NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CENTER RADIUS BEARS SOUTH 24°30'48" EAST, 381.97 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°32'34", AN ARC LENGTH OF 210.28 FEET;

THENCE NORTH 56°06'09" WEST, 63.99 FEET;

THENCE SOUTH 89°31'59" WEST, 19.00 FEET;

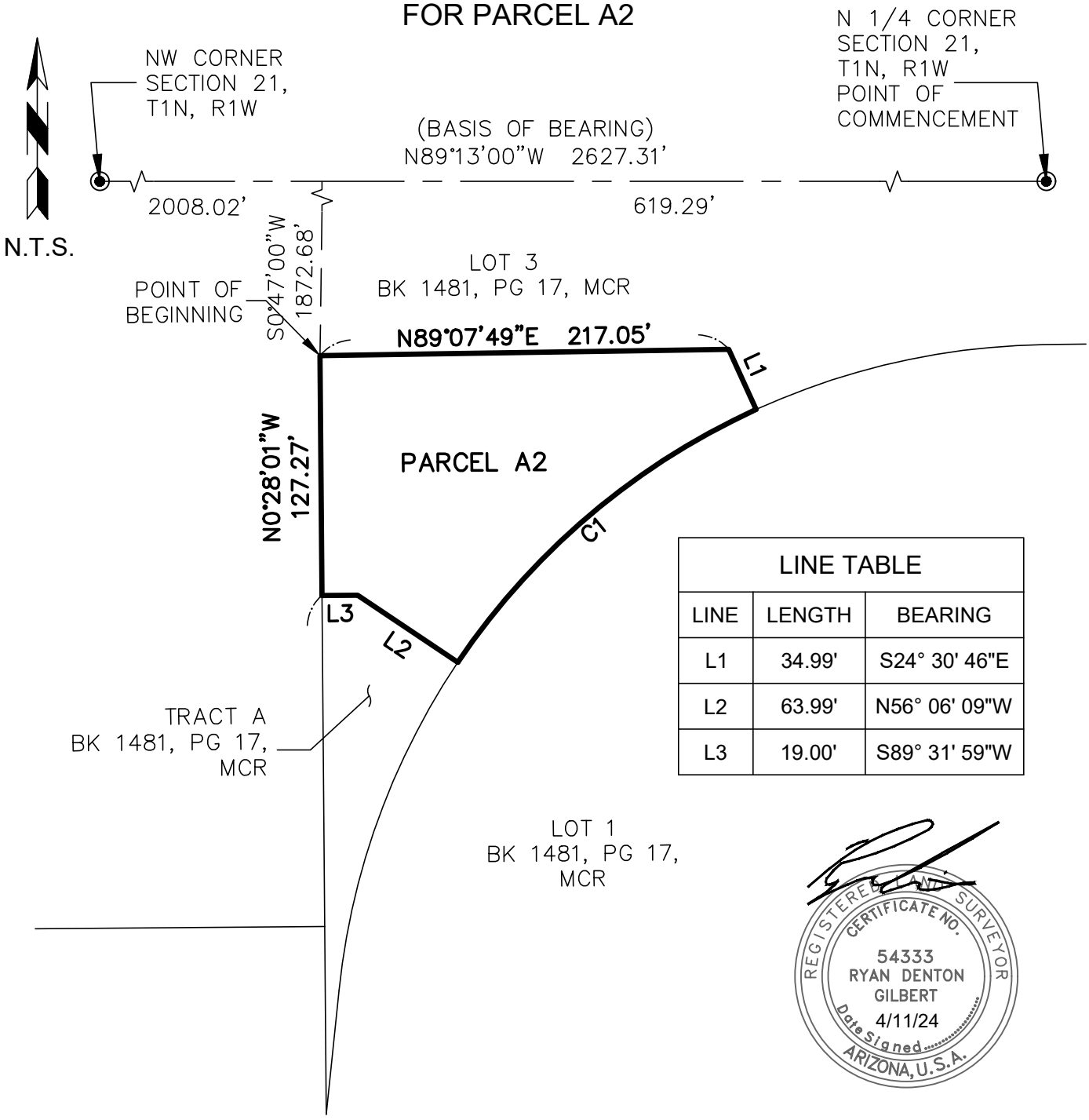
THENCE NORTH 00°28'01" WEST, 127.27 FEET TO THE POINT OF **BEGINNING.**

THE DESCRIBED AREA CONTAINS 23,512 SQUARE FEET OR 0.540 ACRES MORE OR LESS.

RYAN D. GILBERT, RLS
GILBERT LAND SURVEYING
4361 S SQUIRES LANE
GILBERT, AZ 85297
480-275-8020
PROJECT NO. 24-0301-A2



EXHIBIT 'B'
FOR PARCEL A2



LINE TABLE		
LINE	LENGTH	BEARING
L1	34.99'	S24° 30' 46"E
L2	63.99'	N56° 06' 09"W
L3	19.00'	S89° 31' 59"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54333
RYAN DENTON
GILBERT
4/11/24
Date Signed
ARIZONA, U.S.A.

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	210.28'	381.97'	31°32'34"	S49° 42' 55"W	207.64'

NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

GILBERT LAND SURVEYING, PLC
4361 S. Squires Lane, Gilbert, Arizona 85297
Phone: (480) 275-8020 - info@gilbertsurvey.com

PROJ. NO.: 24-0301-A2
PAGE: 1 OF 1 PAGES
DATE: 4-11-24

EXHIBIT "C"

IMPROVEMENTS ESCROW AGREEMENT

On the Following Pages

IMPROVEMENTS ESCROW AGREEMENT

This Improvements Escrow Agreement (this "Agreement") is made and entered into as of _____, 2024, by and among First American Title Insurance Company ("Escrow Agent"), Microsoft, Inc., a Washington corporation, ("Microsoft") and the CITY OF GOODYEAR, ARIZONA, a municipal corporation under the laws of the State of Arizona ("City"). Escrow Agent, City and Microsoft are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. Microsoft and the City entered into that certain Infrastructure Development Agreement for Project 10-11 recorded on June 27, 2019 in the official records of Maricopa County, Arizona at recording number 2019-0486224 (hereinafter referred to as the "PHX 10-11 IDA"), which addressed certain requirements regarding the development of the Property, including requirements for infrastructure that was to be completed before any certificate of completion and/or certificate of occupancy would be issued for the first building being constructed on the Property, and that certain First Amendment to Infrastructure Development Agreement for Project 10-11 recorded on July 14, 2020, in the official records of Maricopa County, Arizona at recording number 20200625939 (hereinafter referred to as the "First Amendment"), which addressed the timing of certain portions of the Phase One Improvements by Microsoft and the completion of the Raw Water Line by the City, and that certain Second Amendment to Infrastructure Development Agreement for Project 10-11 recorded on April 27, 2021, in the official records of Maricopa County, Arizona at recording number 20210468656 (hereinafter referred to as the "Second Amendment"), and that certain Third Amendment to Infrastructure Development Agreement for Project 10-11 recorded on March 8, 2023, in the official records of Maricopa County, Arizona at recording number 20230116402 (hereinafter referred to as the "Third Amendment"), and that certain Fourth Amendment to Infrastructure Development Agreement for Project 10-11 recorded on June 28, 2023, in the official records of Maricopa County, Arizona at recording number 20230337588 (hereinafter referred to as the "Fourth Amendment"), which addressed the Necessary Public Infrastructure required pursuant to the Updated Carrolo Study for the Full Build Out of the of the Property and acquisition of the Booster Station Site by Microsoft, and that Fifth Amendment to Infrastructure Development Agreement for Project 10-11 recorded on _____ in the Office of the County Recorder of Maricopa County, Arizona, at document number _____, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference, (the "Fifth Amendment"), which amends the terms and conditions for the City's conveyance of the Booster Station Site to Microsoft in phases. Together, the PHX 10-11 IDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are referred to herein as the "Development Agreement."

B. The Fifth Amendment requires that Microsoft and the City must establish the Facilities Escrow Account by entering into this Agreement within thirty (30) days following recordation of the Fifth Amendment, and for Microsoft to deposit the Replacement Water Facilities Cost in the amount of $3,545,459 and the estimated costs of the escrow, with the Escrow Agent after approval pursuant to the Development Agreement, which amounts will be disbursed in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree to the Recitals set forth above, which are incorporated herein by this reference.

2. Definitions. Capitalized terms not defined in the foregoing Recitals or elsewhere in this Agreement shall have the meanings as set forth in the Development Agreement. As used in this Agreement the following terms shall have the respective meanings as set forth below.

2.1 "Bank" means a federally insured commercial bank having an office in the State of Arizona.

2.2 "Complete" or "Completion" means that City has delivered all of the following to Escrow Agent and the other Parties:

(a) A certification signed City, stating (1) that the improvements plans for the Replacement Water Facilities as may be upgraded by the City have been fully designed and approved; (2) that the Replacement Water Facilities as may be upgraded by the City have been completed in accordance with the applicable improvements plans as may be modified by the City; and (3) the Replacement Water Facilities as may be upgraded by the City have been accepted by the City Engineer or his designee subject to completion of the two-year warranty period. Because the Replacement Water Facilities as may be upgraded by the City will be constructed on property owned by the City, the City shall not be required to submit any statement signed by City naming each contractor, subcontractor, and materialman that has supplied labor or materials in connection with the Replacement Water Facilities, and certifying that each contractor, subcontractor and materialman named therein has executed a full, final and unconditional mechanics lien waiver in connection therewith or copies of all final unconditional mechanics lien waivers for each contractor, subcontractor, and materialman that has supplied labor or materials in connection with the Replacement Water Facilities as may be upgraded by the City.

(b) A Final Draw Request, which shall be for the difference between the amount of disbursements made from the Escrow Account and the Replacement Water Facilities Cost of $3,545,459 for which Owner is to reimburse the City. The maximum amount to be remitted to the City for the design and construction of the Replacement Water Facilities is $3,545,459.

2.3 "Default Condition" means City has not completed all of the Replacement Water Facilities within five (5) years after the Effective Date.

2.4 "Deposit" means all of the following, collectively: (i) the Initial Deposit that is paid to the Escrow Agent pursuant to *Section 2.8* for the purpose of funding the Facilities Escrow Account, (ii) any additional amounts requested by the Escrow Agent to manage the escrow; and (iii) and interest earned on any of the foregoing while invested as provided in *Section 4.4*.

2.5 "Draw Request" means a written demand for disbursement of the Deposit, which satisfies all of the following requirements:

(a) It is signed by the City pursuant to the terms of this Agreement;

(b) For Draw Requests for payment of costs incurred by the City in connection with the design and construction of the Replacement Water Facilities as may be upgraded by the City, the Draw Requests shall contain a certification by the City which (i) states the amount of costs and expenses incurred by the City in connection with the design and/or construction of the Replacement Water Facilities for which payment is being sought; and (ii) for payments for costs and expenses incurred for the construction of the Replacement Water Facilities as may be upgraded by the City shows the percentage of value of the total work on the Replacement Water Facilities as may be upgraded by the City that have been completed through the date of the current demand (the "Completion Percentage"). Until the final Draw Request, the Escrow Agent is to remit to the City the percentage the Owner's obligation to pay the City the Replacement Water Facilities Cost of $3,545,459 bears to the total contracts entered for the design and construction of the Replacement Water Facilities as may be upgraded by the City. For example, if the City enters into a design and construction contract for a combined total of $5,000,000, the City would be able to draw 71% of the amount of progress payment invoices for the design and construction of the Replacement Water Facilities as may be upgraded by the City ($3,545,459 ÷ $5,000,000 = .709). The City's final Draw Request shall be for the difference between the amount of disbursements made from the Escrow Account and the Replacement Water Facilities Cost of $3,545,459 for which Owner is to reimburse the City. The maximum amount to be remitted to the City for the design and construction of the Replacement Water Facilities is $3,545,459.

(c) For Draw Requests for payment of costs incurred by the City in connection with the construction of the Replacement Water Facilities shall be accompanied by copies of invoices, paid receipts, applications for payment, or other reasonable supporting evidence of the costs and expenses for which payment is sought. Because the Replacement Water Facilities as may be upgraded by the City will be constructed on property owned by the City, the City shall not be required to submit executed conditional lien waivers from all contractors and suppliers identified in the invoice or executed unconditional lien waivers from all contractors/suppliers identified in previous invoices.

2.6 Reserved.

2.7 Reserved.

2.8 "Initial Deposit" means the Replacement Water Facilities Cost in the amount of $3,545,459 and the amount required by the Escrow Agent to establish the Escrow as set forth in Recital B above.

2.9 Reserved.

2.10 Reserved.

2.11 "Uncontrollable Events" means delays in the progress of construction and/or Completion of the Improvements due to strikes, riots, acts of war, acts of violence, unseasonable and intemperate weather that is not reasonably expected in the geographic location of the property on which the Improvements are located, material shortages, employee shortages resulting from measures taken to combat COVID-19, acts of God, delays by utility companies or any governmental agencies having jurisdiction over the Improvements. Notwithstanding the foregoing, Uncontrollable Events do not include: financial inability; delays or failures to perform resulting from lack of funds or which can be cured with the payment of money; delays in obtaining goods, materials or equipment due to failure to adequately plan for purchases or deliveries; economic hardship; design errors; or equipment failure.

3. Design and Construction of the Improvements.

3.1 The City shall be responsible to design and engineer the Replacement Water Facilities in accordance with the Fifth Amendment and this Agreement.

3.2 Following the City's completion and approval of the construction plans for the Replacement Water Facilities (the "Approved Plans"), the City shall solicit and obtain bids from a qualified contractor for the construction of the Replacement Water Facilities in accordance with Approved Plans, and shall deliver a copy of the final bid (the "Construction Bid") to Microsoft and Escrow Agent within ten (10) business days after acceptance by the City.

3.3 The City shall be responsible for the construction and Completion of the Replacement Water Facilities in accordance with the Approved Plans, the Fifth Amendment, and this Agreement.

4. Escrow of the Deposit.

4.1 Initial Deposit. Microsoft shall pay the Initial Deposit to Escrow Agent in cash or other immediately available funds within three business days of the effective date of this Agreement.

4.2 Refund of Excess Deposit. Any funds remaining in the Escrow, following the completion of Replacement Water Facilities as may be upgraded by the City and after the City has been reimbursed the Replacement Water Facilities Cost of $3,545,459 shall be refunded to Microsoft.

4.3 Investment by Escrow Agent. Escrow Agent shall invest the Deposit in an insured (subject to dollar-amount limitations from time to time), money market, interest-bearing

demand deposit account with a Bank, which account shall be established for the joint benefit of Microsoft, Escrow Agent and the City. The Parties acknowledge that any interest or other income payable with respect to the Deposit account may be variable and subject to change from time to time due to fluctuations in the money market or other factors. Escrow Agent shall file at the appropriate time(s) any required report with the United States Internal Revenue Service in connection with the payment of such interest. Upon execution of this Agreement, Microsoft shall provide its federal tax identification number to Escrow Agent for purposes of investing the Deposit.

4.4 Disbursement by Escrow Agent. This Agreement shall constitute an escrow agreement and instructions to Escrow Agent. The Deposit shall be disbursed and otherwise dealt with by Escrow Agent only in strict accordance with the terms of this Agreement.

5. Draws Upon the Deposit.

5.1 By the City. The City shall have the right to draw upon the Deposit from time to time, on a monthly basis, in payment of the Completion Costs incurred by the City. The foregoing draws shall be paid by Escrow Agent to the City upon presentation to Escrow Agent and Microsoft of a Draw Request that complies with the requirements for Draw Requests set forth in Section 2.5 above. If City fully complies with the procedure set forth in this Agreement Escrow Agent shall make payment to the City in accordance with the Draw Request no later than ten (10) business days after Escrow Agent's receipt of the Draw Request, which disbursement shall be in the amount set forth in the Draw Request.

5.2 Default Condition. If a Default Condition occurs, Microsoft shall have the right to cancel its acquisition of the Booster Station Site by delivery of written notice to the City and Escrow Agent, and Escrow Agent shall release all funds in the Facilities Escrow Account to Microsoft, and upon such release, this Agreement and any Booster Station Purchase Agreement shall be automatically terminated, and the parties shall have no further obligations to each other.

5.3 Disbursement of Remaining Funds. Following the payment of the reconciled Replacement Water Facilities Cost and Land Payment Amount to the City, any and all funds remaining in the Facilities Escrow Account shall be released to Microsoft.

6. Escrow Agent Provisions – Standard Conditions.

6.1 Third Parties. This Agreement is made and executed for the sole benefit of the Parties to this Agreement, including Escrow Agent. It is the intention of the Parties hereto that no materialman or supplier concerned with the design and/or construction of any improvements described herein shall be or shall be considered to be a third-party beneficiary, either incidentally or directly, of this Agreement.

6.2 Limited Role. The Parties hereto understand that the extent of the obligation of Escrow Agent hereunder is to receive and disburse monies in the manner set forth in this Agreement, and Escrow Agent shall have no other obligations whatsoever hereunder to the parties hereto.

6.3 Not Bound by Other Agreements. Notwithstanding anything in this Agreement to the contrary, neither Escrow Agent nor the City shall be bound by any term or provision in an agreement to which they are not a party.

6.4 Disbursements. Escrow Agent shall disburse funds, subject to the terms of this Agreement, in accordance with the express terms of this Agreement or as otherwise authorized pursuant to a written authorization executed by Microsoft and the City or their respective designated agent as identified by a Party pursuant to *Section 6.8* (a "Designated Agent").

6.5 Requests of Accounting. Upon request of any Party hereto, a copy of Escrow Agent's record of accounting for funds received and disbursed, on Escrow Agent's form, shall be furnished to the Parties hereto.

6.6 Indemnification. The Parties hereto hereby indemnify and promise to hold harmless Escrow Agent against but not limited to all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Agreement, or any court action arising therefrom, and will pay the same upon demand, except claims arising out of Escrow Agent's negligence, bad faith, recklessness, intentional misconduct or breach of this Agreement.

6.7 Conflicting Demands. If conflicting demands are made upon Escrow Agent, Escrow Agent may hold any money or documents subject to such conflicting demands until the rights of the Parties making such conflicting demands be determined by court action. Escrow Agent may interplead said money or documents, whereupon Escrow Agent shall be fully relieved of any and all liability in regard to such demands and the Parties hereunder.

6.8 Specimen Signatures. Each of the Parties hereto shall furnish to Escrow Agent such information as may be required by Escrow Agent setting for the names and specimen signatures of its Designated Agent whose signature Escrow Agent may accept.

6.9 Instruction to Escrow Agent. This Agreement shall constitute joint instructions to Escrow Agent from the Parties and the amounts deposited shall be disbursed and dealt with by Escrow Agent in strict accordance with the following:

(a) Interest. Interest on monies earned on the investment of the Deposit pursuant to *Section 4.4* on such money market account(s) will be added to the Escrow Account funds to be utilized for costs and fees related to this Agreement. It is understood by the Parties that the Escrow Agent is not providing management nor oversight functions with respect to a payment made on behalf of another, nor has significant economic interest in connection with the payment; and therefore, would not be responsible for issuing information returns to the IRS under IRC section 6041 and/or Rev. Rul. 73-90.

(b) Limitation of Liability. Notwithstanding any other provisions of this Agreement, Escrow Agent has no responsibility nor liability for completion of any improvements described in this Agreement; or to guarantee that the funds deposited into the Escrow Account are sufficient to complete any improvements described in this Agreement; or for any mechanic's or materialmens' liens that may be filed except to the extent that Escrow Agent fails to properly

disburse monies pursuant to this Agreement. Escrow Agent shall not be liable for any action taken or omitted by it, except for its own negligence, bad faith or willful misconduct; nor shall it be liable or responsible for the validity, enforceability or sufficiency of any document furnished to it pursuant to any provision thereof; nor shall it be responsible for any representation or statements made in any of those documents. Any disbursement by Escrow Agent of any advance shall not be deemed to be approved by Escrow Agent of any work performed or any materials furnished with respect thereto or a representation by Escrow Agent that the unused portion of the total cumulative sum is sufficient to pay any remaining design and/or construction costs.

(c) Advice of Counsel. Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person.

(d) Compensation. Escrow Agent shall be entitled to receive compensation for its services hereunder in accordance with the rate schedule attached hereto as Exhibit "2" and is incorporated herein by this reference. Escrow Agent is hereby authorized to deduct from first monies available its fees. Microsoft shall each be responsible for payment of one hundred percent (100%) of each such fee, as and when it is due and payable to Escrow Agent. Note: A reasonable charge will be made for extraordinary services rendered.

6.10 Cancellation. This Agreement may be canceled only upon written approval of all Parties hereto except as otherwise provided in this Agreement. The Escrow Agent's action upon cancellation shall consist of final disbursement of funds upon written direction of the Parties or by court action, whichever is applicable.

6.11 Agreement Controls. To the extent of any conflicts between the provisions of this *Section 6* and any other provision of this Agreement concerning the obligations of the Escrow Agent, the provisions of this *Section 6* shall control.

6.12 Resignation. Escrow Agent has the right to resign upon written notice thereof mailed to the Parties thirty (30) days prior to the effective date of such resignation. If such right is exercised, all funds and documents shall be delivered to a mutually appointed successor Escrow Agent or as otherwise directed in writing by the Parties hereto. In the event that a successor Escrow Agent is not appointed within thirty (30) days after Escrow Agent's notice of resignation or the Parties have not provided written directions as to the distribution of the Deposit and documents within thirty (30) days after Escrow Agent's notice of resignation, Escrow Agent may petition a court of competent jurisdiction to name a successor Escrow Agent and Escrow Agent herein shall be fully relieved of all liability under this Agreement to any and all Parties arising from actions occurring after the transfer of the Deposit and documents to the successor Escrow Agent either designated by the Parties or appointed by the court.

6.13 Party. Whenever the context of this instrument so requires words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; the word person includes a corporation, company, partnership or association, or society as well as a natural person. Every reference to any Party or to the Parties

collectively shall be deemed to constitute a reference to all successors in interest or assigns of the Party referred to.

7. Notices. All notices, demands, or other communications of any type given one Party to any other Party to this Agreement, whether required by this Agreement or in any way related to this Agreement or the Purchase Agreement, shall be null, void and of no effect unless given in accordance with the provisions of this *Section 7*. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by national overnight delivery service, by facsimile transmission accompanied by a simultaneous deposit of such notice with a national overnight delivery service (in which event delivery shall be deemed to have been made when the facsimile was transmitted and confirmed by sender's equipment), or by United States mail, as a registered or certified item, return receipt requested. All notices shall be addressed as follows (or to such other address as may be designated by a Party by written notice to the other Parties given in accordance with this *Section 7*):

If to Escrow Agent:

First American Title Insurance Company
Attention: Trust Department
PO Box 52023
Phoenix, Arizona 85072
9000 East Pima Center Parkway
Scottsdale, Arizona 85258
Phone: (602) 685-7000
Fax: (602) 685-7029
Email: JDA-HB-AZ@firstam.com

If to Microsoft:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attn: MSFT Engineering

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attn: DCS Global Real Estate

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attn: Corporate, External, and Legal Affairs

With a copy to:	Rose Law Group pc Attn: Cameron Carter 7144 E. Stetson Drive, Suite 300 Scottsdale, AZ 85251 Telephone: (480) 240-5639
If to the City:	City of Goodyear 195 N. 145th Avenue Goodyear, AZ 85338 Attn: City Engineer Telephone: (623) 882-7954 Fax: (623) 882-7230
With a copy to:	City of Goodyear 190 N. Litchfield Road Goodyear, AZ 85338 Attn: City Attorney Telephone: (623) 882-7227 Fax: (623) 882-7230

8. Miscellaneous.

8.1 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

8.2 Interpretation and Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN MARICOPA COUNTY, ARIZONA. The Parties agree that the proper venue for any legal proceedings arising out of this Agreement shall be Maricopa County, Arizona, and the parties hereby consent to the jurisdiction of the state and federal courts within such County. Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of the articles, sections, and paragraphs in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

8.3 Amendment. This Agreement may not be amended except by an agreement in writing signed by all Parties.

8.4 Attorneys' Fees. If a Party institutes an action in connection with this Agreement, including an arbitration proceeding, the Party that prevails in such action shall be entitled to recover from the non-prevailing Party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. The provisions of this *Section 8.4* shall survive the termination of this Agreement.

8.5 Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of any Party have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, liened or levied upon or in any other way held liable for any of the obligations of such Party, respectively. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party be entitled to recover monetary damages from any other Party in connection with any claim arising out of or relating to this Agreement or any representation made herein, except for the actual out-of-pocket damages, including attorneys' fees and costs, sustained by the claiming party, each Party hereby waiving and covenanting not to assert any right to seek or obtain any other damages (including, but not limited to, special, punitive, incidental or consequential damages).

8.6 Land Use Compliance. Subject to the City's obligations to follow its own standards and procedures and so long as such action is not arbitrary and capricious, nothing in this Agreement is intended to nor does it prevent the City from taking any administrative action requested of the City that is subject to the City's review and/or approval, including: (a) the withholding of permits and/or certificates of occupancy, provided for in the City of Goodyear Engineer Design Standards and Guidelines; (b) the Zoning Ordinance of the City of Goodyear; (c) the Goodyear City Code, including but not limited to the provisions of Chapter 9 regulating Buildings and Chapter 15 regulating subdivisions; (d) the ordinance(s) including, but not limited to, the conditions and stipulations thereto, applicable to the zoning of the lots platted in the MLD; and (e) the MLD, including, but not limited to, the conditions and stipulations thereto.

8.7 Entire Agreement. Except for the incorporation of or reference to certain provisions of the Development Agreement as provided herein, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties, either written or oral, in connection therewith. To the extent that the terms of this Agreement are inconsistent with the terms of the Development Agreement, the terms of this Agreement shall control.

8.8 Multiple Counterparts. This Agreement may be executed in duplicate counterparts, and the counterparts together shall constitute the single binding agreement of the Parties. Facsimile transmission of a counterpart signed by a Party shall be deemed as signed by such Party for purposes hereof.

8.9 Effective Date; Dates. The effective date of this Agreement shall be the date on which a fully executed copy of this Agreement has been executed by all Parties to this Agreement. Any act performable on an official United States holiday or a Saturday or Sunday shall be extended so that it shall fall on and be performable on the next business day following such date.

8.10 Construction. The Parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Agreement shall be interpreted according to its fair construction and shall not be construed against any Party.

8.11 Invalidity. If any provision in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.12 Time is of the Essence; Waiver. Time is of the essence with respect to every provision of this Agreement. No waiver by any Party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy.

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

[NO FURTHER TEXT ON THIS PAGE - SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

MICROSOFT:

Microsoft Corporation,
a Washington corporation

By: _____

Its: _____

State of _____)
)ss
County of _____)

The Improvements Escrow Agreement by and between Microsoft Corporation, a Washington corporation, the City of Goodyear, an Arizona municipal corporation and First American Title Company was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of Microsoft Corporation, a Washington corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Microsoft Corporation, a Washington corporation.

_____
Notary Public

ESCROW AGENT:

By:_____

Name:_____

Title:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Improvements Escrow Agreement by and between Microsoft Corporation, a Washington corporation, the City of Goodyear, an Arizona municipal corporation and First American Title Company was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of First American Title Company, for and on behalf thereof.

_____
Notary Public

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Improvements Escrow Agreement by and between Microsoft Corporation, a Washington corporation, the City of Goodyear, an Arizona municipal corporation and First American Title Company was acknowledged before me this _____ day of _____, 2024, by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____

Roric Massey, City Attorney

EXHIBIT 1

Fifth Amendment to PHX 10-11 IDA

EXHIBIT 2

Escrow Agent Fee Schedule

EXHIBIT "D"

REPLACEMENT WATER LINE EASEMENT

On the Following Pages

When Recorded Return to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

TEMPORARY WATER LINE AND ACCESS EASEMENT

This Temporary Water Line and Access Easement is being granted pursuant to the terms of the Fifth Amendment of the Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation, recorded in the Official Records of the Maricopa County, Arizona Recorder on _____, 2024 at Instrument No. _____ (the "Fifth Amendment"). For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **MICROSOFT CORPORATION, a Washington corporation** and its successors and assigns, (collectively "GRANTOR") does hereby grant and convey to **CITY OF GOODYEAR, an Arizona municipal corporation** ("GRANTEE") a Temporary Water Line and Access Easement within, upon, over and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Temporary Water Line and Access Easement shall be a temporary easement for use by the GRANTEE, its employees and Permittees for the following purposes: (i) providing ingress and egress between S. La Cometa and the property legally described in Exhibit "B" attached hereto (the "Remainder Booster Station Site"); and (ii) for entering upon the Easement Area and operating, maintaining, inspecting, repairing, and/or replacing: (i) water lines, appurtenances thereto, and access facilities ("the Facilities") to be constructed by GRANTOR pursuant to the terms of the Fifth Amendment. For the purposes of this Easement, Permittees shall include persons and entities (including their respective employees, agents, representatives, contractors, and sub-contractors) authorized by GRANTEE to work within the Easement Area for the purposes described herein.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude, and privileges herein granted for the purposes herein described. GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE's rights under this Temporary Water Line and Access Easement, do not interfere with or endanger any of the Facilities constructed within the Easement Area, and do not interfere with GRANTEE'S access to the Facilities and/or to the Remainder Booster Station Site.

GRANTEE shall terminate this Temporary Water Line and Access Easement upon GRANTOR'S satisfaction of the requirements for such termination as set forth in the Fifth Amendment.

This Temporary Water Line and Access Easement 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 all signatories thereto. The page numbering of this document is exclusive of the Exhibits attached hereto.

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

IN WITNESS WHEREOF, this Temporary Water Line and Access Easement is executed this _____ day of _____, 20____.

GRANTOR:
MICROSOFT CORPORATION,
a Washington Corporation

By: _____

Name: _____

Its: _____

State of _____)
) ss.
County of _____)

This Temporary Water Line and Access Easement was acknowledged before me this day of _____, 2024, by _____, the _____ of Microsoft Corporation, a Washington corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Microsoft Corporation, a Washington corporation.

_____
Notary Public

Exhibits on Following Pages

5th Amendment to the Infrastructure Development Agreement with Microsoft



Barbara Chappell, Water Services Director

Infrastructure Development Agreement

BACKGROUND

- Initial Agreement - *December 2018*
- First Amendment - *July 2020*
- Second Amendment - *April 2021*
- Third Amendment - *March 2023*
- Fourth Amendment - *June 2023*

Infrastructure Development Agreement

FIFTH AMENDMENT

- Fifth Amendment
  - Booster Station 8
  - Replacement Facilities
  - Easement
  - Demolish Booster Station 8

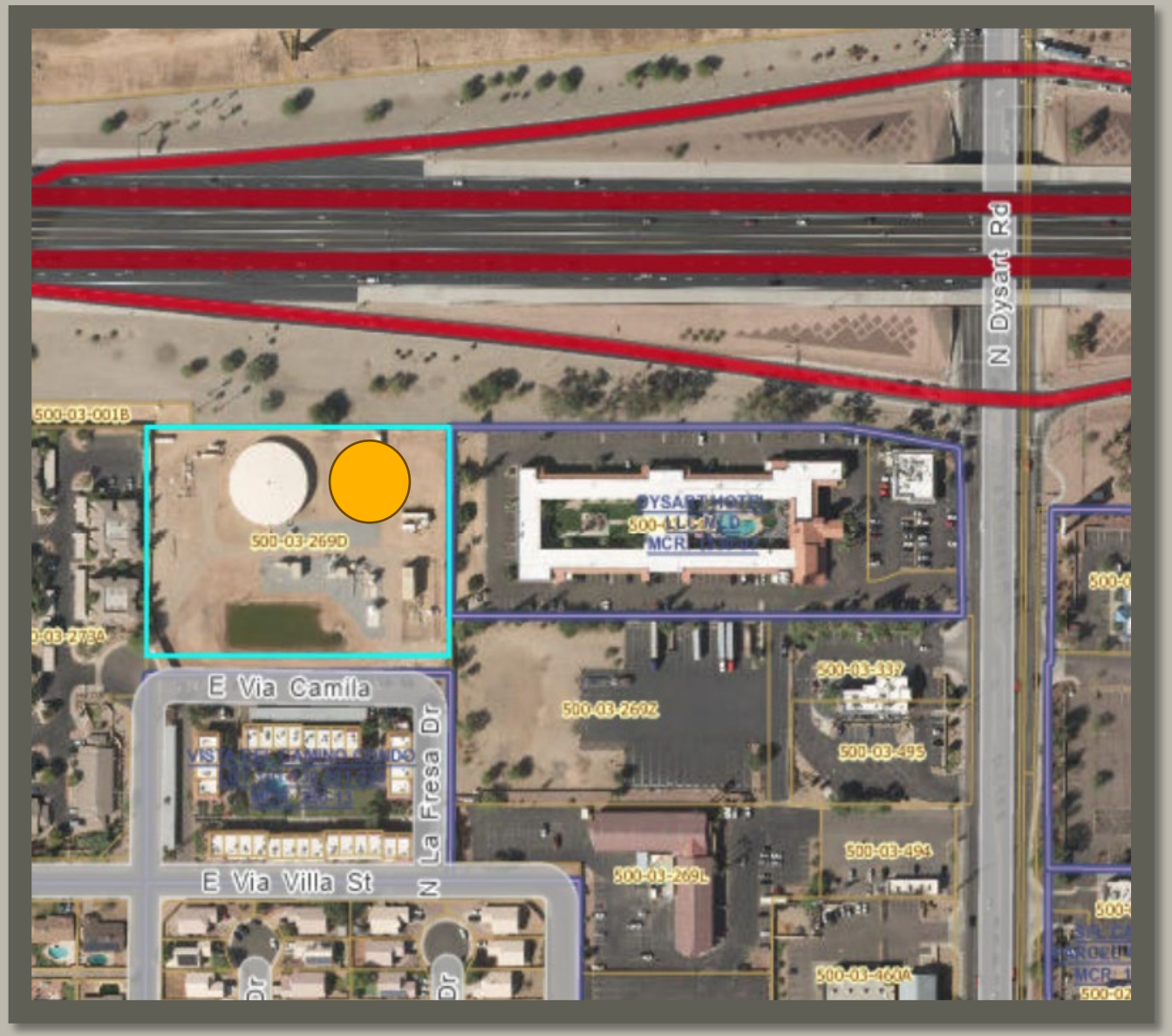
Site 8

- Location
- Former well site
- Storage/Booster



Site 18

- Location
- Three wells
- Treatment
- Storage/Booster



Staff Recommendation:

ADOPT RESOLUTION NO. 2024-2417 APPROVING THE FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT PHOENIX 10-11 AUTHORIZING THE TERMINATION OF DRAINAGE EASEMENTS, PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE.

ITEM #: 20.
DATE: 07/08/2024
AI #:2104

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE CONTRACT AMENDMENT FOR THE EXPENDITURE OF FUNDS FOR CIP PROJECT #60077 RAINBOW VALLEY WATER RECLAMATION FACILITY (WRF) EXPANSION AND #60110 RAINBOW VALLEY WRF OPERATIONAL IMPROVEMENTS

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

A request to authorize a contract amendment for the expenditure of funds for Capital Improvement Program (CIP) Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements up to $7,750,000 to execute Guaranteed Maximum Price 2 (GMP 2).

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Authorize the contract amendment for the expenditure of funds for Capital Improvement Program (CIP) Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements for GMP2 up to $7,750,000. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

This action will allow the expenditure of up to $7,750,000 for improvement and expansion of the Rainbow Valley WRF. With a previous authorization of $4,705,000, the total authorized expenditure for this purpose is $12,455,000. This amount is currently included in the fiscal year (FY) 2025 budget in the amount of $54,121,500 in CIP Project #60077 Rainbow Valley WRF Expansion ($45,739,500) and CIP Project #60110 of Rainbow Valley WRF Operational Improvements ($8,382,000).

BACKGROUND AND PREVIOUS ACTIONS

In accordance with City Code 3-4-8 and Resolution 08-1255, all contracts in excess of $500,000 must obtain Council authorization for expenditure.

On October 24, 2022 (AI-1114), Council approved the creation of CIP Project #60110 – Rainbow Valley WRF Operational Improvements and related budget amendment of $1,875,000 and approved the expenditure of up to $650,000 for master planning and conceptual design.

On March 20, 2023 (AI-1371), Council approved the expenditure of up to $755,000 for construction of operational improvements at the Rainbow Valley WRF.

On December 18, 2023 (AI-1765), Council approved the budget amendment of $12,158,800 for CIP Project #60077 - Rainbow Valley WRF Expansion and $3,772,000 for CIP Project #60110 of Rainbow Valley WRF Operational Improvements, along with expenditure of funds up to $3,300,000 for design services at the Rainbow Valley WRF.

STAFF ANALYSIS

The Rainbow Valley WRF is currently committed above 80% of the plant capacity and expansion is required to continue to support growth in the Estrella and Canta Mia communities. The project will increase Rainbow Valley WRF capacity to 2.0 million gallons per day to meet 10-year growth projections. Approval of this request will allow staff to amend the contract to procure long lead equipment (GMP 2) of CIP Project #60077 Rainbow Valley WRF Expansion.

Attachments

Presentation





Rainbow Valley Water Reclamation Facility (RVWRF) Expansion

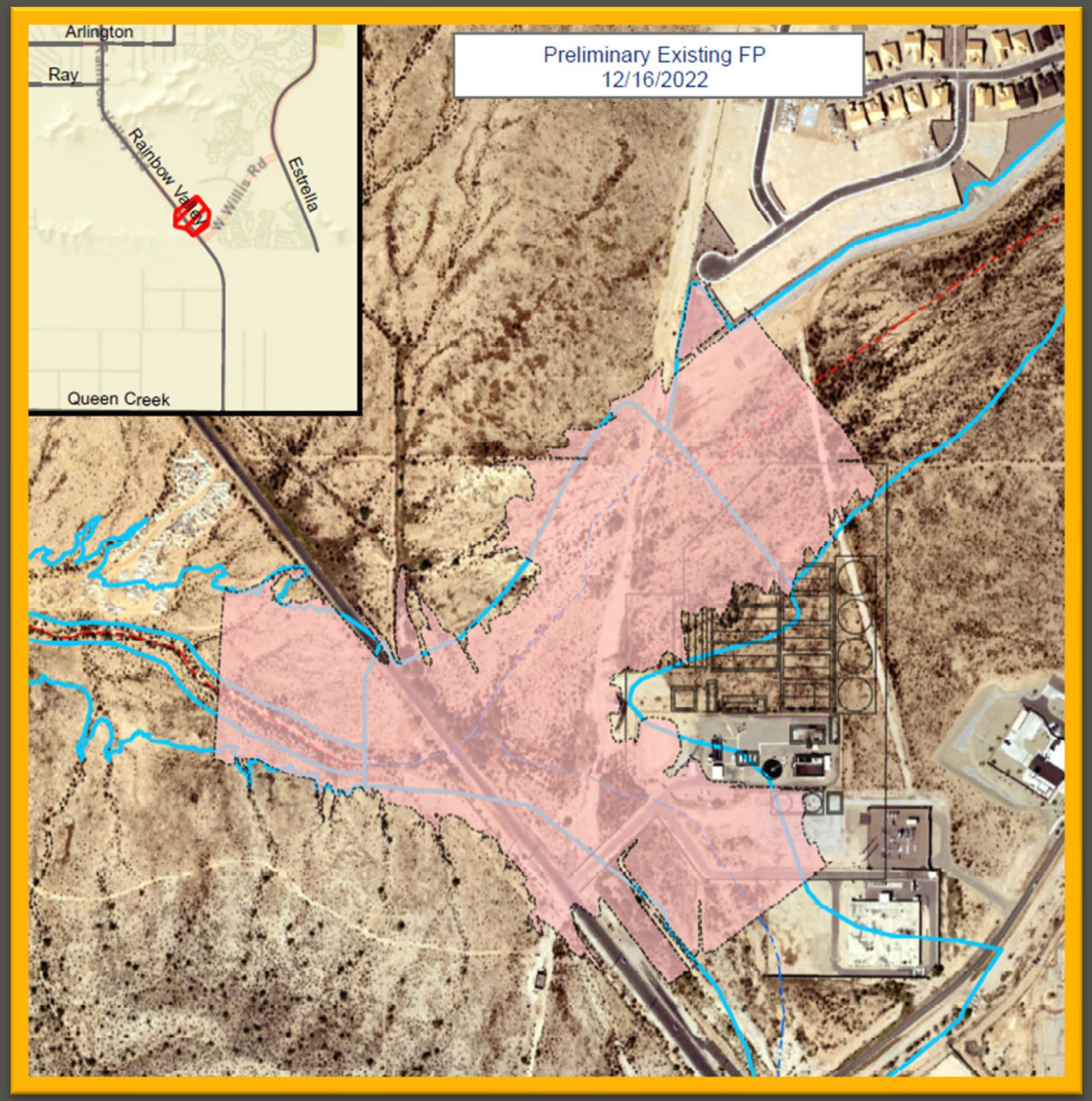
Barbara Chappell, Water Services Director

Rainbow Valley Water Reclamation Facility

- Location
- 0.75 MGD
- Constructed in 2004
- Operational Concerns
- GMP1



Rainbow Valley
Water Reclamation Facility Expansion



- Support future growth
- Scope
- GMP 2 – Long Lead Items
- Schedule

CITY OF Goodyear

Staff Recommendation:

Approve the contract amendment for Capital Improvement Program (CIP) Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements for GMP2 up to $7,750,000.

Development Agreement
RVWRF Expansion

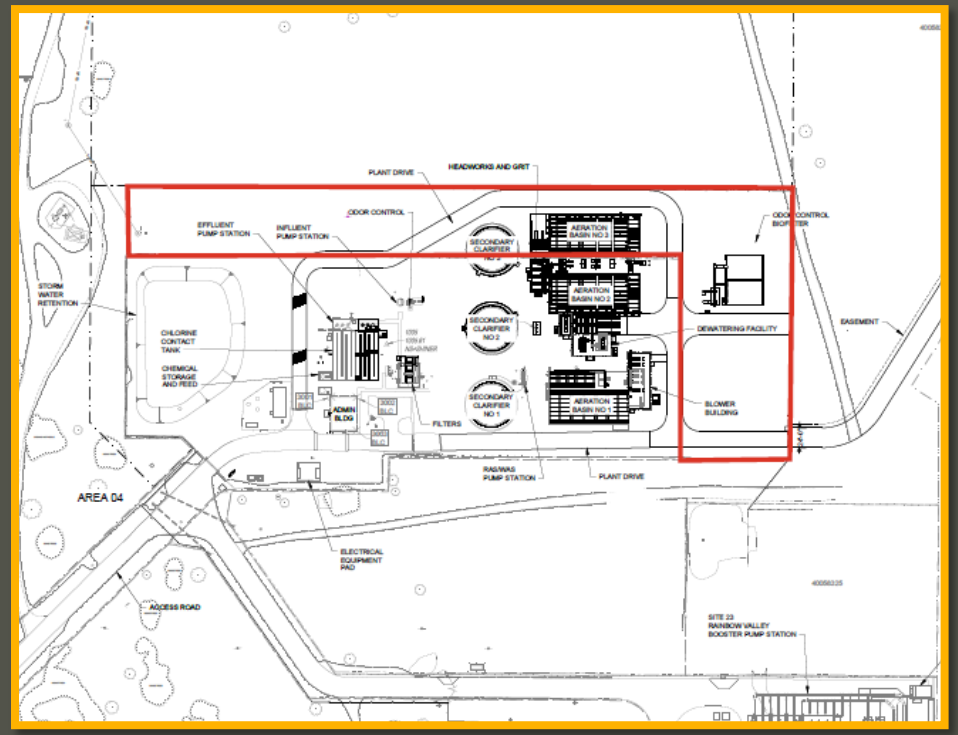
- Project Management
- Project Scope
- Cost Share
- Capacity Share

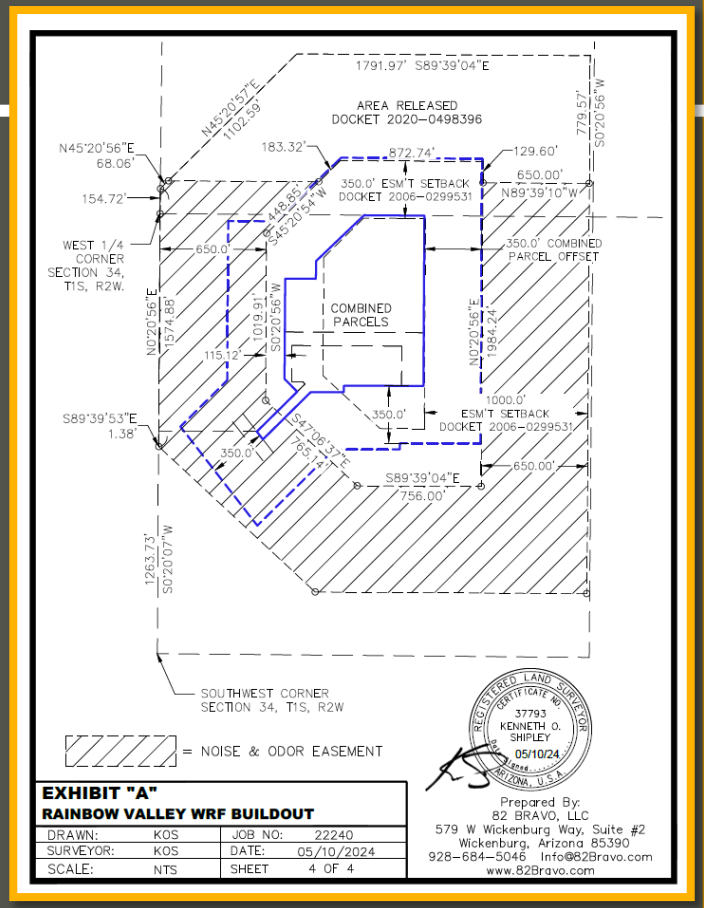




Development Agreement for RVWRF Expansion

- Reimbursement
- Effluent
- Site improvements
- Land Acquisition





CITY OF Goodyear

Staff Recommendation:

Adopt Resolution NO. 2024-2412 Approving the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion; Providing Direction, Authorization, and an Effective Date.



Questions ?

ITEM #: 21.
DATE: 07/08/2024
AI #:2106

CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT WITH ESTRELLA NORTH LLC FOR THE RAINBOW VALLEY WATER RECLAMATION FACILITY EXPANSION

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Development Agreement with Estrella North LLC regarding the expansion of the Rainbow Valley Water Reclamation Facility.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2412 APPROVING THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY (RVWRF) EXPANSION; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

CIP Project # 60077 Rainbow Valley WRF Expansion is currently programmed in the FY2025-FY2029 CIP with a total project budget of $46,158,800. Per the Development Agreement, Estrella North LLC will be responsible for $31.2 million of the project and the City has budgeted for the remaining $15 million. The developer will be reimbursed for their contribution with development impact fees as they are collected when building permits are issued. The reimbursement to the developer will occur after the City has received enough development impact fees to pay for associated annual debt service payments. If either the project budget or associated debt service costs exceed the amounts included as a part of the calculation of the development impact fees, the fees will be updated in accordance with state statute.

BACKGROUND AND PREVIOUS ACTIONS

The City and AMCOR Investments Corporation, the original owner/developer of the Estrella Property, entered into that certain agreement dated August 11, 1986, and certain amendments, addendums, and supplemental agreements (collectively referred to as the "Master Agreement") thereto, in connection with the development of the Estrella Property as a large mixed use master planned community formerly known as Estrella Mountain Ranch, and now known as Estrella. The Master Agreement, which is binding on all successors and assigns to the Estrella Property, states in part: "Amcor shall plan, design and construct such water and sewer treatment facilities as Amcor reasonably deems necessary to service the Estrella Property" subject to reimbursements from applicable sources as described in the Master Agreement, including development fees.

Subsequent to the Master Agreement, the City and AMCOR and/or its successors-in-interest entered into a series of agreements related to the provision of water and sewer service to the Estrella Property, including an agreement dated December 8, 2003 between Sun MP, LLC, an Arizona limited liability company titled the Goodyear-Sun MP Rainbow Valley Water Reclamation Facility Agreement (referred to as the "2003 RVWRF Agreement"), the Land Use Agreement and Perpetual Easement Restricting Land Uses Adjacent to the Rainbow Valley Wastewater Reclamation Facility and Providing for Noise and Order Setbacks, recorded in the official records of Maricopa County on March 6, 2006, as Instrument Number 2006-0299531 (referred to as the "Order Control Easement"), and the Development Agreement for Expansion of Rainbow Valley Water Reclamation Facility recorded in the Official Records of Maricopa County at document 2020-0498396 (referred to as the "2020 RVWRF Amendment").

Estrella North LLC and its affiliate (collectively "Estrella North') acquired a portion of the Estrella Property, and upon its acquisition became parties to, among other agreements, the Master Agreement, the 2003 RVWRF Agreement, and the 2020 RVWRF Amendment, pursuant to which Estrella North became responsible for funding the design and construction of improvements to expand the Rainbow Valley Waste Water Treatment Facility (the "Facility") as needed to serve the Estrella Property subject to reimbursements as provided 2003 RVWRF Agreement, and the 2020 RVWRF Amendment.

STAFF ANALYSIS

Since its acquisition, Estrella North has continued to develop the property it acquired within Estrella and has notified the City that the near-term plans for development within the Estrella Property require sewer treatment capacity in excess of the existing 0.75 million gallons per day (mgd) capacity at the RVWRF. Over the past eighteen months, city staff and representatives of Estrella North have been negotiating terms related to the operations of and improvements to the RVWRF, including the expansion of the RVWRF to provide an additional 1.25 mgd of treatment capacity.

The proposed development agreement (Exhibit 1) is the culmination of the work by city staff and representatives of Estrella North. The following is a summary of the key terms in the proposed development agreement.

- Under the terms of the agreement, the City is responsible for the management of the project to improve and expand the RVWRF Facility.
- The project includes preparation of a facility master plan for the RVWRF; operational improvements for the existing 0.75 mgd capacity of the RVWRF; noise and odor improvements to the RVWRF; additional facility upgrades; and RVWRF expansion to increase treatment capacity by 1.25 mgd.
- The estimated costs of the RVWRF expansion, including the costs of the property

needed for the expansion, and the city's interest expense, is $46.2 million. Estrella North will contribute a maximum $31.2 million towards these costs and the city will contribute the remainder. Estrella North will also provide financial assurance in the form of a $15.6 million payment bond. The City intends to finance in whole or in part with bond funds.
· Payment and reimbursement terms are identified within the agreement, which include a required true up of the actual costs of the RVWRF expansion.
· The property needed for the expansion, as well as the ultimate buildout area, has been identified and terms requiring its conveyance are included.
· A 350-foot-wide setback easement around the RVWRF has been identified, which will prevent any development within setback easement.
· Estrella North will retain its right to effluent generated from the existing capacity of the RVWRF, and will have the right of first refusal to purchase effluent generated from the expansion of the RVWRF.
· The City and Estrella North will be entitled to a proportion of the 1.25 mgd expansion capacity based on their respective contributions towards the overall cost of the RVWRF expansion.
· The city will control its proportion of the RVWRF capacity and can commit that capacity to development outside of Estrella upon the approval of a final plat for the property.
· Estrella North is waiving its rights under A.R.S. § 9-463.05(F) that provides for the deferral of any new development impact fee and the deferral of the amount of any increase in a modified development fee for a period of time.

Staff is recommending the adoption of the proposed Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) expansion for the following reasons:
· The work that will be undertaken pursuant to this agreement provides a long-range framework for the development of the Facility, provides for the expansion of treatment capacity at the Facility, needed for the continued development within Estrella and outside the boundaries of Estrella.
· The project includes operational improvements and upgrades that are needed to address existing deficiencies and increase operational efficiencies, and including this work with the larger expansion project results in cost savings to the city.
· The city's contribution towards the expansion costs was determined by a conservative analysis of anticipated development within Estrella in an effort to ensure the city would receive sufficient funds to cover the debt service from the bonds the city expects to issue to fund its contribution towards the project.
· The city will control a percentage of the capacity that results from its contribution, which it can commit to development outside of Estrella, which could facilitate development in the Rainbow Valley area.

Attachments

Resolution 2024-2412 & Exhibits
Presentation

RESOLUTION NO. 2024-2412

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY (RVWRF) EXPANSION; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE.

WHEREAS, the City and AMCOR Investments Corporation ("AMCOR"), the original owner/developer of the Estrella Property, entered into that certain agreement dated August 11, 1986 and certain amendments, addendums, and supplemental agreements thereto, (collectively the "Master Agreement") in connection with the development of the real property described in the Master Agreement ("Estrella Property") as a large mixed-use master planned community formerly known as Estrella Mountain Ranch, now known as Estrella; and

WHEREAS, the Master Agreement, which is binding on all successors and assigns to the Estrella Property, states in part: "Amcor shall plan, design and construct such water and sewer treatment facilities as Amcor reasonably deems necessary to service the Estrella Property" subject to reimbursements from applicable sources as described in the Master Agreement, including development fees; and

WHEREAS, the City and AMCOR and/or its successors-in-interest, entered into a series of agreements subsequent to the Master Agreement related to the provision of water and sewer service to the Estrella Property, including an agreement dated December 8, 2003 between Sun MP, LLC, an Arizona limited liability company titled the Goodyear-Sun MP Rainbow Valley Water Reclamation Facility Agreement (the "2003 RVWRF Agreement"), the Land Use Agreement and Perpetual Easement Restricting Land Uses Adjacent to the Rainbow Valley Wastewater Reclamation Facility and Providing for Noise and Odor Setbacks, recorded in the official records of Maricopa County on March 6, 2006, as Instrument Number 2006-0299531 (the "Odor Control Easement"), and the Development Agreement for Expansion of Rainbow Valley Water Reclamation Facility recorded in the Official Records of Maricopa County at document 2020-0498396 (the "2020 RVWRF Amendment") (collectively the 2003 RVWSRF Agreement and 2020 RVWRF Amendment are referred to as the "Existing RVWRF Agreements"); and

WHEREAS, Estrella North LLC and its affiliate (collectively "Estrella North") acquired a portion of the Estrella Property, and upon its acquisition became parties to, among other agreements, the Master Agreement and the Existing RVWRF Agreements, pursuant to which Estrella North became responsible for funding the design and construction of improvements to expand the Rainbow Valley Waste Water Treatment Facility (the "Facility") as needed to serve the Estrella Property subject to reimbursements as provided in Existing RVWRF Agreements; and

WHEREAS, Estrella North has continued to develop the property it acquired within Estrella and has notified the City that the near-term plans for development within the Estrella Property require sewer treatment capacity in excess of the existing capacity at the Facility; and

WHEREAS, the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion includes terms providing for: operational improvements to the existing Facility needed for the Facility to provide the 0.75 mgd of treatment capacity that was supposed to have been developed by Estrella North's predecessor under the 2003 RVWRF Agreement; improvements to the existing Facility that will allow for a reduction in the Odor Control Easement; improvements to the Facility and site that are considered upgrades that will facilitate staff's operation of the Facility; the expansion of the Facility to provide an additional 1.25 mgd of

treatment capacity; the development of a master plan for the Facility to guide the future expansions of the Facility to its Ultimate Buildout; terms for the conveyance of property needed for the 1.25 mgd expansion and for the buildout of the Facility; the allocation of responsibility for the costs of all of the foregoing; the allocation of the treatment capacity that will result from the 1.25 mgd expansion; and reimbursements for the costs of the 1.25 mgd expansion; and

WHEREAS, the continued development of the Estrella Property is in the best interest of the City and the health, safety, and welfare of its residents and that the work that will be undertaken pursuant to the terms of the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion will facilitate the continued development of the Estrella Property by providing infrastructure needed for wastewater service; and

WHEREAS, the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion touches and concerns the Estrella Property, including the Owner's Property and is intended to be a development agreement within the meaning of A.R.S. § 9-500.05.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion by and between Estrella North, LLC, a Delaware limited liability company and the City of Goodyear, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve said agreement.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion by and between Estrella North, LLC, a Delaware limited liability company and the City of Goodyear.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion.

SECTION 4. Following its execution by all parties, the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion by and between Estrella North, LLC, a Delaware limited liability company and the City of Goodyear shall be recorded with the Maricopa County Recorder's Office.

SECTION 5. Unless referred to the voter as provided by law, Resolution 2024-2412 shall be effective thirty (30) days after 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

EXHIBIT "1"

Development Agreement for
Rainbow Valley Water Reclamation Facility (RVWRF) Expansion
by and between Estrella North, LLC, a Delaware limited liability company
and the City of Goodyear

(On the following pages)

When recorded, mail to:

City Clerk
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY (RVWRF) EXPANSION

AMONG

CITY OF GOODYEAR

AND

ESTRELLA NORTH LLC

THIS DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY EXPANSION ("**Agreement**") is made as of this____day of _____, 2024, between the CITY OF GOODYEAR, a municipal corporation organized and existing under the laws of the State of Arizona (the "**City**"), and ESTRELLA NORTH LLC, a Delaware limited liability company ("**Estrella North**") (collectively, the "**Parties**").

RECITALS

A. The City and AMCOR Investments Corporation ("**AMCOR**"), the original developer of the Estrella Property, entered into that certain agreement dated August 11, 1986 and certain amendments, addendums, and supplemental agreements thereto, (collectively the "**Master Agreement**") in connection with the development of the real property described in the Master Agreement ("**Estrella Property**") as a large mixed use master planned community formerly known as Estrella Mountain Ranch, now known as Estrella and located generally south of Baseline Road, east and west of Estrella Parkway in Goodyear, Arizona.

B. The Master Agreement, which is binding on all successors and assigns to the Estrella Property, states in part: "Amcor shall plan, design and construct such water and sewer treatment facilities as Amcor reasonably deems necessary to service the Estrella Property" subject to reimbursements from applicable sources as described in the Master Agreement, including development fees.

C. The City and AMCOR and/or its successors-in-interest, entered into a series of agreements subsequent to the Master Agreement related to the provision of water and sewer service to the Estrella Property, including an agreement dated December 8, 2003 between Sun MP, LLC, an Arizona limited liability company titled the Goodyear-Sun MP Rainbow Valley Water Reclamation Facility Agreement (the "**2003 RVWRF Agreement**"), the Land Use Agreement and Perpetual Easement Restricting Land Uses Adjacent to the Rainbow Valley Wastewater Reclamation Facility and Providing for Noise and Odor Setbacks, recorded in the official records of Maricopa County on March 6, 2006, as Instrument Number 2006-0299531 (the "**Odor Control Easement**"), and the Development Agreement for Expansion of Rainbow Valley Water Reclamation Facility recorded in the Official Records of Maricopa County at document 2020-0498396 (the "**2020 RVWRF Amendment**").

D. The 2003 RVWRF Agreement provides for the phased construction of a wastewater treatment facility to be known as the Rainbow Valley Water Reclamation Facility, which, at full build-out, would have a total treatment capacity of up to 16 million gallons ("**mgd**") per day, and which is to be funded, subject to reimbursements, by the Owner(s) of the Estrella Property and their successors and assigns.

E. Estrella North LLC and its affiliate acquired a portion of the Estrella Property, which it has been and is continuing to develop.

F. Upon acquiring a part of the Estrella Property, Estrella North LLC and its affiliate became parties to, among other agreements, the Master Agreement and the 2003 RVWRF

Agreement, and 2020 RVWRF Amendment (collectively the 2003 RVWSRF Agreement and 2020 RVWRF Amendment are referred to as the "**Existing RVWRF Agreements**") pursuant to an assignment with the consent of the City.

G. Pursuant to the terms of the 2003 RVWRF Agreement, the first phase of the Facility (defined below) was constructed with treatment capacity of 0.75 mgd (the "**2003 RVWRF Improvements**")

H. Certain improvement upgrades were required to ensure the 2003 RVWRF Improvements have the required 0.75 mgd treatment capacity ("**Operational Improvements**"), which improvements are not eligible for reimbursements.

I. Because the 2003 RVWRF Improvements were not constructed with Full Noise, Odor, and Aesthetic Controls, as defined below, Owner's predecessor entered into the Odor Control Easement, which prohibited development within 1,000 feet of the site where the Facility was to be located at full build-out (the "**Odor Easement Area**") as required by applicable state regulations.

J. Pursuant to the 2020 RVWRF Amendment, the Odor Easement Area was to be reduced and Owner's predecessor agreed that Owner would fund the cost of expansions of the Facility, subject to reimbursements as provided in the 2020 RVWRF Amendment through a portion of the wastewater impact fees attributable to the such expansion, which were to be designed and constructed by the City and which were to include Noise, Odor and Odor Improvements, as defined below, including the installation of Noise and Odor Improvements on the 2003 RVWRF Improvements (the "**2003 RVWRF Noise and Odor Improvements**").

K. Owner is responsible for the costs of the 2003 RVWRF Noise and Odor Improvements, which are not eligible for reimbursements.

L. Owner notified the City that the near-term plans for development within the Estrella Property require sewer treatment capacity in excess of the existing .75 mgd at the Facility for development of the Estrella Property to continue.

M. Estrella North, having become a party to the Master Agreement and the Existing RVWRF Agreements, among other agreements related to the development of the Estrella Property, is responsible for funding the design and construction of improvements to expand the Facility as needed to serve the Estrella Property subject to reimbursements as provided in Existing RVWRF Agreements.

N. The City and Owner agreed that a master plan for the Facility is needed to guide the future expansions of the Facility to its Ultimate Buildout (the "**Facility Master Plan**"), and Owner and the City agreed to move forward with the Facility Master Plan, the design and construction of the Operational Improvements, the design and construction of the 2003 Noise and Odor Improvements, the design and construction of Facility Upgrades (defined

below), and the design and expansion of the Facility to provide an additional 1.25 mgd of treatment capacity at the Facility for a total treatment capacity of 2.0 mgd at the Facility.

O. Upon consultation with Owner, the City entered into a design build contract with Felix Construction Company for the work needed to complete the Project (defined below) pursuant to which separate Guaranteed Maximum Price ("**GMP**") Packages were and will be executed for the completion of various components of the Project.

P. A GMP Package was entered for the Facility Master Plan, and the Facility Master Plan has been completed, and was paid for using existing wastewater development impact fees collected within the Service Area.

Q. GMP Package(s) for the design and construction of the Operational Improvements was entered, the Operational Improvements were completed, and the City paid for the cost of the Operational Improvements.

R. GMP Packages for the design and construction of the Facility Upgrades will be entered. The costs of the Facility Upgrades are not eligible for reimbursement and will be paid by the City.

S. The estimated Facility Expansion Costs, which includes the cost of the Facility Capacity Improvements, the costs of the acquisition of the Expansion Property and the City Interest Expense is $46.2 million, and subject to the terms and conditions set forth herein, Owner shall contribute a maximum $31.2 million towards the Facility Expansion Costs and the City shall contribute the remainder of the Facility Expansion Costs, which the City intends to finance in whole or in part with bond funds.

T. Owner shall be entitled to a percentage of the 1.25 mgd of treatment capacity to serve the Estrella Property based on the percentage Owner's contribution represents towards the Facility Expansion Costs. If the Facility Expansion Costs, which are anticipated to cost $46.2 million, are in fact $46.2 million, Owner's allocation will be .844 mgd ((31.2 ÷ 46.2) × 1.25).

U. The Parties intend for the wastewater development impact fees collected within the Service Area to be the sole source of funding used to provide reimbursements for the Impact Fee Eligible Improvements pursuant to the terms set forth in this Agreement.

V. Estrella North and the City are entering this Agreement to set forth, among others, terms regarding the preparation of the Facility Master Plan; the conveyance of a portion of Owner's Property needed for the Facility Capacity Improvements and for future expansions of the Facility; responsibilities for the design and construction of the Operational Improvements, the 2003 RVWRF Noise and Odor Improvements, and the Facility Capacity Improvements; the funding for such improvements; the allocation of the 1.25 mgd of additional treatment capacity generated by the Facility Capacity Improvements; the treatment of the additional effluent that will result from the Facility Capacity

Improvements; and reimbursements of wastewater development impact fees for Impact Fee Eligible Improvements.

W. The City believes that the continued development of the Estrella Property is in the best interest of the City and the health, safety, and welfare of its residents and that the expansion of treatment capacity at the Facility will facilitate the continued development of the Estrella Property by providing infrastructure needed for wastewater service.

X. This Agreement touches and concerns the Estrella Property, including the Owner's Property. The Parties intend for this Agreement to be a development agreement within the meaning of A.R.S. § 9-500.05.

Y. The Mayor and Council of the City have authorized the execution of this Agreement by resolution, and all required public hearings, if any, have been held.

NOW, **THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals**. The Parties agree that the Recitals stated above are true and correct and are incorporated herein by this reference.

2. **Definitions**. Capitalized terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. "Cantamia Parcel" means the vacant property northeast of the southeast corner of Willis Road and Rainbow Valley Road currently identified as Maricopa County Assessor's Parcel Number 400-58-747C depicted in Exhibit A attached hereto and incorporated herein.

2.2. "City Annual Reimbursement Amount" means the average annual debt service payment that will be owed under bonds to be issued by the City to finance the City's contribution towards the Facility Expansion Costs.

2.3. "City Interest Expense" means the interest costs incurred by the City to fund its contribution towards the Facility Expansion Costs.

2.4. "Contractor" means Felix Construction Company or the name of a replacement contractor who enters into a contract similar to the Felix Contract with the City for the completion of all or a portion of the Project.

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

Chapter 15 of the Goodyear City Code); the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards; the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Estrella Property, including stipulations and conditions of approval thereto; and stipulations and conditions of approvals of approved preliminary and final plats for the Estrella Property.

2.6. "EDU" or "Equivalent Dwelling Unit" means a unit of measure that standardizes all land use types (residential, commercial, and industrial) to the level of wastewater demand created by single family residential unit with a ¾ inch water meter. For purposes of this Agreement, one EDU is equivalent to 140 gallons per day of wastewater treatment capacity. The Conversion Table attached hereto as Exhibit B shall be used to convert the water demands for developments requiring a water meter greater than ¾ inch into EDUs.

2.7. "Estrella North LLC's Successors and Assigns" means any person or entity that succeeds to or is assigned any interest in all or part of Owner's Property except as provided in Section 27 below.

2.8. "Estrella Property" means all of the property subject to the Master Agreement.

2.9. "Expansion Property" means the real property needed for the Facility Capacity Improvements, which is depicted and legally described in that document titled 2.0 MGD Expansion Parcel Description attached hereto as Exhibit C.

2.10. "Facility" means the Rainbow Valley Wastewater Reclamation Facility located at 16699 S. Rainbow Valley Road, Goodyear, Arizona.

2.11. "Facility Buildout Footprint" means the property currently owned by the City upon which the existing Facility is located, the Expansion Property, and the Ultimate Buildout Area, which is legally described and depicted in the document titled Combined Parcel Description, attached hereto as Exhibit D.

2.12. "Facility Capacity Improvements" means the design and construction of improvements to the Facility to increase the treatment capacity of the Facility by 1.25 mgd.

2.13. "Facility Completion" means the later of the following dates: the date the Facility Capacity Improvements have been completed and accepted by the City Engineer subject to completion of the two-year warranty period; the date the City has remitted the final payment to the Contractor for the Facility Capacity Improvements; the date the City receives all full and final lien releases for work performed on the Facility; and the date the City has received all payments owed by Owner under the terms of this Agreement.

2.14. "Facility Expansion" means the design and construction of improvements to the Facility to increase the treatment capacity of the Facility by 1.25 mgd, which includes the acquisition of the Expansion Property.

2.15. "Facility Expansion Costs" means the costs of the design and construction of improvements to the Facility to increase the treatment capacity of the Facility by 1.25 mgd and the costs associated with the City's acquisition of the Expansion Property.

2.16. "Facility Upgrades" means the design and construction of improvements that upgrade the Facility, which are not eligible for reimbursements but to be paid by the City, and include a portion of the LOMR/CLOMR attributable to the existing Facility that will need to be prepared for the Facility Buildout Footprint, an access road, a water pipeline, the rehabilitation of an existing clarifier, and other improvements that are not eligible to be funded by impact fees under A.R.S. § 9-463.05(B).

2.17. "Felix Contract" means that certain contract titled Felix Construction Company Rainbow Valley Water Reclamation Facility Expansion Solicitation Number 22-6046, Project Number 5077 and 60110 Design-Build Services Contract between the City of Goodyear, an Arizona municipal corporation and Felix Construction Company, an Arizona corporation as it may be amended by addenda, written modifications, amendments, GMP Packages and amendments thereto, and/or change orders, or as it may be replaced by a similar contract between the City and another contractor for completing all or a portion of the Project.

2.18. "GMP Package" means the documents executed by the City authorizing the completion of work included within the scope of the Felix Contract.

2.19. "Impact Fee Eligible Facility Expansion Costs" means the actual costs incurred in connection with the City's acquisition of the Expansion Property, the actual costs of the design and construction of the Facility Capacity Improvements, and the City Interest Expense provided such costs are included in an Impact Fee Report for the Service Area and subject to the maximum reimbursement described in Section 8.1.

2.20. "Impact Fee Report" means a report adopted by the Mayor and Council of the City of Goodyear adopting development impact fees based on land use assumptions and the costs of infrastructure improvements included in an infrastructure improvements plan.

2.21. "Lien" means any monetary assessment against property including security interests recorded against property to secure any debt.

2.22. "Noise and Odor Improvements" means the improvements and controls required by applicable federal, state, or local regulations for allowing a 350-foot-wide set back from a sewer treatment facility capable of treating 1 mgd or more, which regulations are currently set out in A.A.C. R-18-9-B201.

2.23. "Owner" means Estrella North LLC and Estrella North LLC's Successors and Assigns.

2.24. "Owner's Property" means the property legally described in Exhibit E attached hereto.

2.25. "Parties" means the City and Owner collectively.

2.26. **"**Party" means either the City or Owner, as the context requires.

2.27. "Permitted Encumbrances" are those encumbrances recorded against the Expansion Property, the Ultimate Buildout Area, and/or the 350-foot-wide setback easement reflected in a title report obtained in connection with the conveyance of such property to the City that the City does not object to, which objections will be limited to those encumbrances that: (i) adversely impact the City's use of the Expansion Property, the Ultimate Buildout Area, and/or 350-foot-wide setback easement for their intended purposes; (ii) will result in additional costs and or expense to the City; and/or (iii) bind the property to any sort of covenant, condition, or restriction regulating the use of the property.

2.28. "Project" means the preparation of the Facility Master Plan, the design and construction of the Operational Improvements, the design and construction of the 2003 RVWRF Noise and Odor Improvements, the design and construction of the Facility Upgrades, and the design and construction of the Facility Capacity Improvements.

2.29. "Reimbursement Eligible Entity" means the entity that pays any of the Facility Expansion Costs, which for reimbursements owed to Owner, shall be Estrella North LLC, a Delaware limited liability company, unless Estrella North LLC provides written notice and documentation showing that another entity has made payments for the Facility Expansion Costs or will be making payments for Facility Expansion Costs.

2.30. "Service Area" means the area identified in Impact Fee Report that will be served by the Facility.

2.31. "Ultimate Buildout" means the expansion of the Facility required to provide the Ultimate Treatment Capacity as described in the Facility Master Plan.

2.32. "Ultimate Buildout Area" means the additional land necessary for the expansion of the Facility, excluding the Expansion Area to be conveyed for the Facility Capacity Improvements pursuant to the terms of this Agreement, required to provide the Ultimate Treatment Capacity as described in the Facility Master Plan, which is described and depicted in that certain document titled Buildout Parcel Description attached hereto as Exhibit F.

2.33. "Ultimate Treatment Capacity" means the wastewater treatment capacity required at the Facility needed to serve the Estrella Property at full build-out and to serve the surrounding properties as described by the Facility Master Plan.

2.34. "Water Reclamation Impact Fee" refers to the portion of the wastewater development impact fees adopted by the Mayor and Council of the City of Goodyear attributable to the Impact Facility Eligible Reimbursement Costs bears to the overall adopted wastewater development impact fee. For instance, if the Impact Facility Eligible Reimbursement Costs represent 90% of the costs of all of the infrastructure improvements included in the calculation of the wastewater development impact fee in the Impact Fee Report for the Service Area, the Water Reclamation Impact Fee will be 90% of the wastewater development impact fee. Under the Land Use Assumptions Infrastructure Improvements Plan and Development Fee Report dated January 8, 2024 adopted by Resolution 2024-2378 by the Mayor and Council of the City of Goodyear on

January 8, 2024, the portion of the wastewater development impact fee for a single-family residence with a ¾" meter attributable to the Impact Fee Eligible Improvements is $5,788.

3. **Effective Date**. The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the date (**"Effective Date"**) that is the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution of the Goodyear City Council approving this Agreement becomes effective.

4. **Expiration Date.** This Agreement shall expire after the obligations of the Parties, including any future obligations beyond the completion of the Facility Capacity Improvements, have been fully satisfied, at which time the Parties shall execute and cause to be recorded a formal termination of this Agreement following the written request by Owner. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

5. **Project Management, Cost Allocation, Capacity Rights**. The City and Owner agree as follows:

5.1. Project Management. The City will be responsible for the management of the Project, which includes ensuring compliance with Title 34 of the Arizona Revised Statutes; the negotiation and execution of the Felix Contract, which includes the negotiation and execution of all GMP Packages thereunder; overseeing the completion, pursuant to the terms of the Felix Contract, of the Operational Improvements, the Facility Master Plan, the 2003 RVWRF Noise and Odor Improvements, the Facility Upgrades, and the design and construction of improvements to increase the treatment capacity of the Facility by 1.25 mgd; and for making all payments owed under the Felix Contract.

5.1.1. The City shall enter into GMP Package(s) that includes the design and construction of the 2003 RVWRF Noise and Odor Improvements.

5.1.2. The City shall enter into GMP Package(s) that include the design and construction of the Facility Upgrades.

5.1.3. The City shall enter into GMP Package(s) for the design and construction of the Facility Capacity Improvements and shall ensure that the design of the Facility Capacity Improvements will provide additional treatment capacity of at least 1.25 mgd for a total treatment capacity following the completion of the Facility Capacity Improvements of 2.0 mgd, which will include Noise and Odor Improvements, and will produce the highest quality effluent (currently Class A+ effluent) as defined by the Arizona Department of Environmental Quality in Rule RI 8-11-303 of the Arizona Administrative Code.

5.1.4. The City shall assign a project manager to coordinate with Contractor and Owner on the Project (the "**City Project Manager**"). The City Project Manager shall be:

Name:	Lisa Melton
E-Mail:	lisa.melton@goodyearaz.gov

Direct Work Phone Number: (623) 882-7965

The City may, in its sole discretion, substitute a new City Project Manager at any time upon written notice provided to Owner pursuant to Section 25 below providing at a minimum, the name of the new City Project Manager, his/her e-mail address, and his/her direct work phone number.

5.1.5. The City will use best efforts, not involving efforts that would result in an increase in the Facility Expansion Costs or the 2003 RVWRF Noise and Odor Improvements, to cause the Facility Capacity Improvements and the 2003 RVWRF Noise and Odor Improvements to be completed and operational by December 31, 2026.

5.1.6. Upon written request by Owner, which requests shall be made no more than once a month, the Director of the Goodyear Water Department or his/her designee will meet with a representative of Owner designated in the required written request to discuss the status of the Project or any portion thereof, including milestones and anticipated completion date.

5.2. Cost Allocation – Felix Contract. The City and Owner agree the costs of the Project shall be allocated as follows:

5.2.1. Operational Improvements. The City is responsible for the costs of the design and construction of the Operational Improvements, which the Parties agree have been completed and have been paid for by the City and which are not subject to reimbursement.

5.2.2. Facility Upgrades. The City is responsible for the costs of the design and construction of the Facility Upgrades, which are not eligible for reimbursement. Payments for the costs of the Facility Upgrades shall be made as set forth in Section 7.2 below.

5.2.3. Facility Master Plan. The Parties agree that the Facility Master Plan has been completed and has been paid for with funds from the wastewater development impact fees collected within the Service Area, and which is not eligible for further reimbursement.

5.2.4. Noise and Odor Improvements. Owner is responsible for the costs of the design and construction of the 2003 RVWRF Noise and Odor Improvements, which are not eligible for reimbursement. Payments for the costs of the 2003 RVWRF Noise and Odor Improvements shall be made as set forth in Section 7.1 below.

5.2.5. Facility Capacity Improvements. The Owner and City are responsible for the costs of the Facility Capacity Improvements and payments for the cost of Facility Capacity Improvements shall be made as set forth in Section 7.4 and the subsections therein.

5.3. Maximum Contribution. Owner is responsible for a maximum contribution of $31.2 million for the Facility Expansion Costs and the City is responsible for the balance of the Facility Expansion Costs.

5.4. Treatment Capacity. Owner shall be entitled to a percentage of the 1.25 mgd of treatment capacity to serve the Estrella Property based on the percentage Owner's contribution represents to the overall Facility Expansion Costs. The allocation of treatment capacity will be

converted to EDUs. For example, if the total Facility Expansion Costs are $46.2 million and Owner contributes $31.2 million toward the cost, Owner's allocation will be .844 mgd ((31.2 ÷ 46.2) × 1.25 mgd) or 6030 EDUs (844,000 ÷ 140). The City shall be entitled to a percentage of the 1.25 mgd of treatment capacity based on the percentage the City's contribution represents to the total Facility Expansion Costs. For example, if the total Facility Expansion Costs are $46.2 million, and the City contributes $15 million towards the cost, the City's allocation will be .406 mgd ((15.0 ÷ 46.2) × 1.25) or 2900 EDUs (406,000 ÷ 140). Following the completion of the Facility Capacity Improvements, the Parties agree to execute an amendment to this Agreement that allocates the treatment capacity resulting from the Facility Capacity Improvements (1.25 mgd) based on the percentage the Parties respective contributions represent towards the Facility Expansion Costs.

5.5. Effluent Capacity. The Parties agree that Owner shall have the right to effluent that will be generated from the additional treatment capacity resulting from the Facility Capacity Improvements (1.25 mgd) for use within the Estrella Property subject to the terms and conditions in the Master Agreement as modified by any subsequent development agreement related to effluent rights. Should the City decide, in its sole discretion, to sell effluent generated by development outside the Estrella Property using the treatment capacity resulting from the Facility Capacity Improvements, the City shall give Owner the first right of refusal to purchase such effluent subject to such terms and costs as established by the City in its sole discretion.

6. **Conveyances**. Subject to the terms and conditions set forth herein, Owner agrees to convey the Expansion Property and the Ultimate Buildout Area to the City, lien free, and free of all other encumbrances except the Permitted Encumbrances. The Ultimate Buildout Area shall be conveyed in phases as the Facility is expanded to Ultimate Buildout.

6.1. Expansion Property Conveyance. In exchange for the City's payment of the fair market value of the Expansion Property, Owner shall convey the Expansion Property to the City. The Expansion Property shall be conveyed to the City Lien free and free of all encumbrances except the Permitted Encumbrances. The funds the City pays in connection with its acquisition of the Expansion Property are part of the overall Facility Expansion Costs and Owner shall pay the City 67.5% of the acquisition costs of the Expansion Property ("**Owner's Acquisition Costs**"). Owner's Acquisition Costs may be used as an off-set against progress payments owed pursuant to Section 7.4 in which case the amount of the offsets shall be treated as a reimbursement towards Owner's $31.2 million required contribution towards the Expansion Costs reducing the EDUs allocated under this Agreement by 1 EDU per $5788 of the offset amount.

6.2. Conveyance Process. The City shall order a title report that includes the Expansion Property; and, to establish the fair market value of the Expansion Property, the City shall obtain an appraisal from an appraiser agreed upon the by Parties of the Expansion Property. Owner shall, at Owner's cost and expense, take all actions needed to remove all Liens and all encumbrances except the Permitted Encumbrances. At the request of the City Engineer and following the determination of the City Engineer that all Liens and encumbrances except the Permitted Encumbrances have been removed from the Expansion Property and subject to the City's payment to Owner of the Fair Market Value of the Expansion Property, Owner shall convey to the City the

Expansion Property, which shall be conveyed by special warranty deed, and the 350-foot-wide setback easement, if required, which shall be in a form approved by the City Attorney.

6.3. Ultimate Buildout Area Conveyance. Subject to the terms set forth herein, Owner shall convey to the City the portion(s) of the Ultimate Buildout Area as needed for future expansion of the Facility when requested by the City, which shall be conveyed by special warranty deed, lien free and free of all encumbrances except the Permitted Encumbrances. The City shall pay Owner the fair market value of the property acquired. Unless otherwise modified by written agreement of the Parties, the same process set forth in Section 6.2 for the conveyance of the Expansion Property shall apply to the conveyance of the Ultimate Buildout Area or portions thereof needed for the expansion of the Facility.

6.4. Setback Easement. Following the completion of the 2003 RVWRF Noise and Odor Improvements, Owner and the City shall take whatever actions are needed to execute a 350-foot-wide setback easement around the entirety of the Facility Buildout Footprint preventing development within the setback easement area. If not already in place, Owner shall convey to the City, at no cost, lien free, and free of all encumbrances except for the Permitted Exceptions, an easement as needed so that the City has a full 350-foot-wide setback easement around the entirety of the Facility Buildout Footprint. The City shall terminate the portions of its existing Odor Control Easement outside the boundaries of the 350-foot-wide setback easement around the entirety of the Facility Buildout Footprint preventing development within the setback easement area. At the City's request, and if all of the owners of the property where the 350-foot-wide setback easement will be located, agree, instead of undertaking the modifications described above, the City shall, upon receipt of 350-foot-wide setback easement(s) from all of the owner(s) of the property where the 350-foot-wide setback easement will be located, terminate the City's existing Odor Control Easement. The form of the 350-foot-wide set back easement shall be in a form provided by the City Attorney or his designee.

6.5. Access Easement. To reduce the costs of the Project, the City will, at its own expense, construct another access road that provides access to the Facility off of Willis Road. This access road shall be a minimum of twenty-four feet (24') wide and shall generally run from the northern boundary of access road to Fire Station 186 located east of the Facility, along the western boundary of the Fire Station Site 186 and then along the southern boundary of the Facility as generally depicted in that certain document titled Overall Site Plan attached hereto as Exhibit G attached hereto. Owner shall dedicate to the City, at no cost to the City, lien free and free of all encumbrances except for Permitted Exceptions, an exclusive access easement authorizing the City's construction, operation, maintenance, repair, removal, and replacement of access improvements as determined by the City and providing for ingress and egress to the Facility from Willis Road. The form of the easement shall in in a form approved by the City Attorney or his designee.

6.6. Owner's Development Outside the Facility Buildout Footprint. The City agrees that the portion of Owner's Property outside of the Facility Buildout Footprint and a 350-foot wide setback easement adjacent to the boundaries of the Facility Buildout Footprint will not be needed for future expansion of the Facility, and subject to all existing easements, including the 350-foot wide setback easement to be conveyed pursuant to the terms of this Agreement, Owner may pursue development of land surrounding the Facility that is outside the boundaries of the Facility Building

Footprint and the 350-foot wide setback easement that is to be conveyed pursuant to the terms of this Agreement.

6.7. Modification of Easements. Following the completion of the Facility Capacity Improvements and the completion of the Noise and Odor Improvements, the City and Owner agree to execute any future modifications, terminations, or partial terminations of the Odor Control Easement necessary so that development may occur outside of the Facility Buildout Footprint and the required 350-foot Setback Easement.

6.8. Prohibition of Development. Owner agrees that the City shall not approve any development applications, including final plats, site plans, or building permits, for development within the portion of Owner's Property located within the 350-Foot Setback Easement that is to be conveyed to the City pursuant to Section 6.4 of this Agreement.

7. **Payment Terms and Financial Assurances**. The City and Owner agree the following terms shall apply for the payment of the costs of 2003 RVWRF Noise and Odor Improvements, the costs of the Facility Upgrades, the cost of Facility Master Plan and preliminary design work, the cost of the Facility Capacity Improvements and the financial assurances required to secure the payments for the Facility Expansion Costs.

7.1. 2003 RVWRF Noise and Odor Improvements. Owner is solely responsible for the costs of the design and construction of the 2003 RVWRF Noise and Odor Improvements, which are estimated to cost $3.8 million. The City shall invoice Owner for the amount reflected in invoices the Contractor submits to the City for work performed on the design and construction of the 2003 RVWRF Noise and Odor Improvements. Owner shall remit the payment for such invoices within thirty (30) calendar days of the date of the City's invoice.

7.2. Facility Upgrades Payments. The City is solely responsible for the costs of the design and construction of the Facility Upgrades. The City shall timely remit payments to the Contractor for the amounts reflected in invoices the Contractor submits to the City for work performed on the design and construction of the Facility Upgrades.

7.3. Facility Master Plan and Design Payments. The Parties agreed that the City was and is entitled to use the wastewater development impact fees collected prior to the Effective Date to pay costs associated with the Facility Master Plan and design of the Facility Capacity Improvements. After the Effective Date, and, subject to the terms and conditions set forth herein, Owner shall pay a maximum of $31.2 million towards the Facility Expansion Costs, which is estimated to be $46.2 million, and the City shall pay the remainder of the Facility Expansion Costs.

7.4. Progress Payments for Facility Capacity Improvements. The City shall timely remit payments to the Contractor for the amounts reflected in invoices the Contractor submits to the City for work performed on the design and construction of the Facility Capacity Improvements. The City will provide monthly invoices to Estrella for Owner's pro rata share of progress payments owed for the work completed on the design and construction of the Facility Capacity Improvements. Owner shall, subject to any offsets described below, pay 67.5% of the progress payments, which represents the Owner's pro-rata shares of the costs of the Facility Capacity Improvements based on Owner's required contribution of $31.2 million and assuming the actual

Facility Expansion Costs are $46.2 million. Owner shall remit the payment for such invoices within thirty (30) calendar days of the date of the City's invoice.

7.4.1. True Up. Upon completion of the Facility Capacity Improvements, the City shall issue an invoice to Owner billing Owner for the difference between Owner's required maximum contribution of $31.2 million and the combined total of the progress payments Owner paid pursuant to the terms set forth in Section 7.4 and the total of the offsets applied pursuant to Sections 6.1, 8.2 and 8.3.2.1 to invoices for progress payments for which Owner was responsible for paying ($31.2 million – (total progress payments made + total off-sets)). The City shall invoice Owner for any additional amounts owed hereunder and Owner shall remit payment within 30 days of receipt of the invoice.

7.5. Financial Assurances. To secure Owner's payment obligation for the Facility Expansion Costs, Owner shall provide the City with a payment bond in the amount of $15.6 million insuring Owner's commitment to make the payments for the Facility Expansion Costs Owner is required to contribute under the terms of this Agreement. Once Owner has expended $15.6 million towards the Facility Expansion Costs, Owner, may request a bond reduction to $7.8 million (50% of Owner's remaining obligation). Owner shall be entitled to one more bond reduction request. The amount of the payment bond following the second bond reduction request shall not be less than 50% of Owner's remaining obligations towards the Facility Expansion Costs. (For example, if the amount of the payment bond after the first reduction was $7.8 million because Owner's remaining obligations was $15.6 million and Owner has contributed another $7.8 million towards the Facility Expansion Costs, Owner could ask that the amount of the payment bond be reduced by $3.9 million (($31.2 - $15.6 – 7.8) × .50). Notwithstanding anything to the contrary in this Agreement, if Owner fails to make any of the payments owed under this Agreement, the City shall be entitled to withhold building permits and/or approvals of final plats and site plans until Owner has made all payments owed under this Agreement.

8. **Reimbursements and Offsets.** Subject to the terms and conditions set forth herein, the Parties agree that Water Reclamation Impact Fees are to be the sole source of reimbursement for the Impact Fee Eligible Facility Expansion Costs. The reimbursements required under this agreement include Water Reclamation Impact Fees that are used to offset amounts invoiced for the costs of Facility Capacity Improvements and direct payments of Water Reclamation Impact Fees.

8.1. Maximum Reimbursement Amounts. The total of the reimbursements provided in this Section 8, including all subsections therein, of this Agreement shall not exceed the lesser of the following: (i) the combined total of the actual cost of Facility Capacity Improvements, the actual costs of the Expansion Property, and the City Interest Expense and (ii) the combined total of the amounts for the Facility Capacity Improvements, the costs of the Expansion Property, and the City Interest Expense, as reflected in the adopted Impact Fee Report subject to future IIP amendments as set forth in Section 10. (The Parties recognize that the titles in the adopted Impact Fee Report do not mirror the definitions used herein, but the descriptions in the adopted Impact Fee Report correspond to the descriptions of the definitions used in this Agreement.)

8.2. Wastewater Development Impact Fees Collected Before April 1, 2024. The City is segregating the wastewater development impact fees collected before April 1, 2024 (the "**Pre-**

April 1, 2024 WWDIF") from those collected after April 1, 2024, the effective date of the new wastewater development impact fess adopted by Resolution 2024-2378 (the "**Post-April 1, 2024 WWDIF**"). The balance of the Pre-April 1, 2024 WWDIF as of the Effective Date of this Agreement shall be used to offset the progress payments the City and the Owner owe for the costs of the Facility Capacity Improvements, with 67.5% of the funds being used to offset Owner's progress payments and 32.5% of the balance being used to offset the City's progress payments. The City will distribute the wastewater development impact fees to the Contractor to pay the offset amounts. The amount of the offsets shall be treated as a reimbursement towards Owner's $31.2 million required contribution towards the Expansion Costs reducing the EDUs allocated under this Agreement by 1 EDU per $5788 of offset amounts.

8.3. Reimbursement Terms Following the Distribution of the Fund Balance. Following the disbursement of the wastewater development impact fee fund balance described in Section 8.2 above, reimbursements for the Impact Fee Eligible Facility Expansion Costs incurred by the City and Owner will be provided as follows.

8.3.1. Reimbursements to City. To allow the City to cover the annual debt service (principal and interest) for the debt associated with the City's funding of its obligations for the Facility Expansion Costs, the City shall be entitled to receive all Water Reclamation Impact Fees collected during each calendar year until the City has received the City Annual Reimbursement Amount. The Water Reclamation Impact Fees owed hereunder shall be disbursed to the City on at least a quarterly basis. The City Annual Reimbursement Amount is currently estimated to be $1,210,000. This amount is calculated on the City's contribution towards the Facility Expansion Costs being $15,000,000 with an interest rate of 5% and a payback period of twenty (20) years. Under the wastewater development impact fees for the Service Area adopted on January 8, 2024 by Resolution 2024-2378, the City Annual Reimbursement Amount of $1,210,000 represents the current Water Reclamation Impact Fees of $5788 for approximately 209 single family residential ("**SFR**") buildings with a ¾ inch water meter within the Service Area ($1,210,000 ÷ $5788). The City and Owner acknowledge that the Water Reclamation Impact Fees collected between April 1, 2024 and March 31, 2026 may be less than the newly adopted Water Reclamation Fees because of the statutory provisions that limit the ability of the City to collect the newly adopted wastewater impact fees for a two-year period if certain conditions are met and because the waiver of the moratorium set forth in Section 10.1 will not apply to property within Estrella that is not owned by Owner.

8.3.1.1. Shortfalls. If the Water Reclamation Impact Fees collected in a given calendar year are not sufficient to cover the City Annual Reimbursement Amount, the unpaid balance of the City Annual Reimbursement Amount owed will be carried over to the following years until the City recovers the shortfalls. For example, if Water Reclamation Impact Fees under the recently adopted wastewater development impact fees were collected for only 189 SFR buildings with a ¾ meter in a given month, there would be a shortfall in the City Annual Reimbursement Amount of $116,068 ($1,210,000 – (5788 × 189)). In such case, the City would receive all Water Reclamation Impact Fees collected within the Service Area the following calendar year until the City has received $1,326,068 ($1,210,000 + $116,068).

8.3.1.2. Change in City Annual Reimbursement Amount. Following the completion of the Facility Capacity Improvements and the payment of all outstanding monies due

the Contractor for the Facility Capacity Improvements, City staff will recalculate the City Annual Reimbursement Amount using the actual costs of the Facility Expansion Costs and the actual interest rate. If the city's contribution towards the Facility Expansion Costs and/or the interest rate increases or decreases, the amount of the City Annual Reimbursement Amount will be increased or decreased accordingly. The City shall notify Owner in writing of any change in the City's contribution towards the costs of the Facility Capacity Improvements, the costs of the acquisition of the Expansion Property and/or in its interest costs and the impact on the amount of the City Annual Reimbursement Amount. If the City Annual Reimbursement Amount increases resulting in shortfalls from earlier years, the shortfalls will be collected during the calendar year the shortfalls were identified. If the Water Reclamation Impact Fees collected during that calendar year are not sufficient to cover the City Annual Reimbursement Amount and all shortfalls, the shortfalls shall be carried over to the following years until the City recovers all shortfalls.

8.3.2. Reimbursements to Owner. Subject to the terms and conditions set forth herein, Owner shall be entitled to receive all Water Reclamation Impact Fees collected during each calendar year after the City has received the City Annual Reimbursement Amount and all shortfalls. The City shall distribute the Water Reclamation Impact Fees to Owner on at least a quarterly basis as set forth below.

8.3.2.1. Pre-Completion. The distributions of Water Reclamation Impact Fees to Owner before the Facility Capacity Improvements have been completed shall be in the form of offsets to amounts Owner owes for progress payments as described in Section 7.4 and the subsections therein. The City will use Water Reclamation Impact Fees to pay the Contractor the offset amount. For example, if Owner is responsible for a progress payment of $125,000 and there is $25,000 of Water Reclamation Impact Fees remaining in the wastewater development fee fund balance after the City has been reimbursed the City Annual Reimbursement Amount and all shortfalls, the $125,000 progress payment would be offset by $25,000 leaving Owner owing $100,000. The City will use the $25,000 offset to pay the balance of the progress payment owed. The amount of the offsets shall be treated as a reimbursement towards Owner's $31.2 million required contribution towards the Expansion Costs reducing the EDUs allocated under this Agreement by 1 EDU per $5788 of offset amounts.

8.3.2.2. Post-Completion. The distributions of Water Reclamation Impact Fees to Owner after the Facility Capacity Improvements have been completed shall be in the form of direct payment of Water Reclamation Impact Fees.

8.3.3. Allocation Reductions. Each Party's allocation of EDUs shall be reduced by 1 EDU per $5788 of Water Reclamation Impact Fees disbursed to the Party and by 1 EDU per $5788 of Water Reclamation Impact Fees used to pay the Contractor for offsets to progress payments owed by the Party as described in Sections 8.2 and 8.3.2.1 and Owner's allocation of EDUs shall be reduced by 1 EDU per $5788 of offsets applied toward Owner's Acquisition Costs as described in Section 6.1.

8.3.4. City Commitment of EDUs. Notwithstanding anything to the contrary, the City shall have the right to commit its EDUs to development outside of the Estrella Property upon approval of a final plat for such property. The City shall be entitled to retain the money paid,

which will reduce the amount of reimbursement the City is owed under this Agreement for its contribution toward the Facility Expansion Costs.

8.3.4.1. Cantamia Parcel. Subject to the terms set forth herein and subject to the City having uncommitted EDUs available, the City agrees to commit a maximum of 130 EDUs to development within the Cantamia Parcel. Specifically, the City agrees that on a calendar year basis, after the city has been reimbursed the City Annual Reimbursement Amount and any shortfalls from prior years, the City shall retain Water Reclamation Impact Fees collected under the Land Use Assumptions Infrastructure Improvements Plan and Development Fee report dated January 8, 2024 adopted by Resolution 2024-2378 as it may be amended or replaced in the future collected from single-family residential units within the Cantamia Parcel and the City's EDU allocation will be reduced by one EDU for each single-family residential unit for which such Water Reclamation Impact Fees were collected. Nothing herein shall be construed to prevent Owner from committing EDUs from Owner's EDU allocation to the Cantamia Parcel.

8.3.4.2. Owner's Right to City's EDU Allocation. Once Owner's allocation of EDUs has been reduced by 75%, Owner has the right to purchase EDUs of City's capacity for $5788 per EDU as needed to serve property within an approved pre-plat in the Estrella Property up to the amount of City's available and uncommitted capacity at the time Owner requests such purchase. In the event such pre-plat approval expires, Owner loses the right to such capacity purchased from the City and any funds paid to the City by the Owner, under this section, will be refunded to the Owner within 30 days.

8.4. Platting. While the Facility Capacity Improvements are under design and construction, the City agrees to process final plats as if the additional treatment capacity that will result from the Facility Capacity Improvements exists. That is, during the design and construction of the Facility Capacity Improvement, the City will treat the capacity that will result from the Facility Capacity Improvements as if it were existing and will not withhold approval of final plats because the Facility Capacity Improvements have not been completed. Although EDUs are allocated to Owner and the City when reimbursements are received, the allocation of EDUs does not impact the City's authority to withhold approvals of site plans and final plats for development within the Estrella Property to be served by the Facility Capacity Improvements or to impose conditions of approval of site plans and for the recordation of such final plats once the cumulative total of all lots within approved final plats and wastewater demands for development within approved site plans reaches the total number of EDUs that will result from the Facility Capacity Improvements. If the City deems it necessary to comply with the requirements of applicable regulatory authorities, the City shall be entitled, without liability to the City, to withhold approval of final plats and site plans and/or to impose conditions for the approval of site plans and the recordation of final plats.

8.5. Assignment. Reimbursement Eligible Entities shall be allowed to assign the rights to such reimbursement subject to the Reimbursement Eligible Entity having executed in writing an Assignment of Reimbursement Rights (the "**Assignment'**), which shall be in a form provided by the City. The Assignment shall include the assignee's contact information and bank routing information and shall be subject to the terms of the reimbursement provisions in Section 8, including all subsections therein, of this Agreement.

9. **Excess Capacity**. After Owner and City have been fully reimbursed for their respective contributions under this Agreement and assuming that the City has not undertaken any improvements that would result in an increase in treatment capacity in excess of 2 mgd that will exist at the Facility following the completion of the Facility Capacity Improvements, the City will retain a third party to evaluate whether there is any remaining treatment capacity at the Facility. Owner agrees to pay 67.5% of the cost of the study. If there is, the remaining capacity will be allocated between Owner and City based on the percentage their respective contributions represent to the Facility Expansion Costs.

10. **Adoption of Impact Fees**. On January 8, 2024, in Resolution No. 2024-2378, the City adopted new impact fees, including new wastewater development impact fees for the Service Area, based on an Infrastructure Improvement Plan ("**IIP**") that serves as the basis for development impact fees adopted by the City on October 16, 2023. The IIP includes approximately $46.2 million for the Facility Capacity Improvements and the costs of the acquisition of the Expansion Property and $6.3 million for the cost of the City Interest Expense. Owner supported the adoption of the wastewater development impact fees and the underlying IIP. If the final costs of the foregoing exceed the amounts reflected in the IIP adopted on October 16, 2023 and in the wastewater development impact fees adopted by the City on January 8, 2024 by Resolution 2024- 2378, the City agrees, to the extent permitted by law, to amend its IIP to reflect the actual cost of the Facility Capacity Improvements, the costs of the Expansion Property acquisition, and the City Interest Expense and, to the extent permitted by law, adopt and collect wastewater development impact fees for the Service Area that include the actual cost of the Facility Capacity Improvements, the cost of the Expansion Property acquisition, and the City Interest Expense.

10.1. Waiver of Impact Fee Moratorium. To insure the ability of the City and Owner to be reimbursed the costs they have expended on the Facility Expansion Costs, Owner expressly waives it rights under A.R.S. § 9-463.05(F), with respect to the fees adopted on January 8, 2024 in Resolution No. 2024-2378, which provides for the deferral of any new development impact fee and the deferral of the amount of any increase in a modified development impact fee for a period of time (the "**Moratorium Period**"), as applied to the collection of wastewater development impact fees within Owner's Property. Owner shall pay the full amount of wastewater development impact fees adopted in Resolution No. 2024-2378 regardless of when such fees were adopted. During the Moratorium Period, Owner shall notify all subsequent purchasers of all or part of Owner's Property of this waiver. Owner shall defend, indemnify and hold harmless the City, its employees, elected officials, agents and consultants for, from and against any and all claims, demands, liens, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court or arbitration costs) arising from or related in any way to allegations of a violation of A.R.S. § 9-463.05(F).

11. **Legislative Changes**. The provisions of Section 10 and the subsections therein and the reimbursement obligations set forth in Section 8 and all subsection therein shall be of no force or effect if any future legislation or court order (i) eliminates the ability of the City to adopt development impact fees; (ii) temporarily or permanently reduces the amount of development impact fees that can be assessed; (iii) eliminates the ability of the City to collect development impact fees; and/or (iv) temporarily or permanently reduces the amount of adopted development fees that can be collected. Owner further agrees that if the provisions in Section 8 and all subsections therein

and/or the provisions in Section 10 and all subsections therein are inconsistent with future legislation related to development impact fees or with any court decision interpreting the requirements of any legislation related to development impact fees, the Agreement shall be amended as needed to comply with such legislation and/or court decision. If this occurs, the City agrees to work in good faith with Owner to identify alternative mechanisms to provide reimbursements to the City and Owner for the Facility Expansion Costs that are not inconsistent with then current legislation.

12. **Limitation – Responsibility for Adoption and Collection of Development Impact Fees**. Owner expressly acknowledges the adoption of development impact fees is subject to the requirements of state law and provisions in state law and any changes made thereto may impact the adoption and/or collection of development impact fees and that adopted development impact fees may not provide for the recovery of the full cost of constructing the Impact Fee Eligible Improvements. Owner agrees that the City's sole responsibility for providing reimbursements for the costs incurred for the Impact Fee Eligible Improvements that were not paid by the City using wastewater development impact fees is to adopt, subject to the requirements and limitations set forth in state law, wastewater development impact fees that include the Impact Fee Eligible Improvements; to collect, subject to requirements and limitations of state law, the adopted wastewater development impact fees; and to distribute, subject to the requirements and limitations of state law, the collected wastewater development impact fees as provided for in Section 8 and all subsections therein and in Section 10 and all subsections therein.

13. **Waiver Of Claims**. The City cannot guarantee full reimbursements for the costs incurred by any Reimbursement Eligible Entity for the Impact Fee Eligible Improvements. Although the City has agreed to make a good faith effort to provide reimbursements for the costs of such Impact Fee Eligible Improvements pursuant to the terms and conditions set forth in this Agreement, the City cannot guarantee such reimbursements. Except as provided herein, Owner, including any Reimbursement Eligible Entity, expressly waives any and all claims it may have against the City for reimbursement for the costs incurred by any Reimbursement Eligible Entity for the Impact Fee Eligible Improvements. The waiver of claims set forth herein does not apply to claims arising from the City's failure to adopt and/or collect wastewater development impact fees as permitted by state law or to claims arising from the City's failure to reimburse a Reimbursement Eligible Entity for wastewater development impact fees collected by the City within the Service Area. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. **No Interest**. Owner agrees that no interest will accrue or be owed for any reimbursements to be provided pursuant to the terms of this Agreement.

15. **Future Expansions of the Facility**. Owner is responsible for the costs of planning, designing, and constructing wastewater facilities to serve the Estrella Property. The expansion of the Facility contemplated by this Agreement will not result in the Facility providing all the treatment capacity needed to serve the Estrella Property, which includes Owner's Property, and future expansions of the Facility will be required to do so. All future expansions of the Facility shall include Full Noise, Odor and Aesthetic controls that are required to limit the Set Back Area for the Facility to 350 feet from the Facility to the nearest private property line as described in R18-9-B201(I). Except as otherwise provided in a development agreement between City and

Owner approved by the Mayor and Council of the City of Goodyear, Owner shall be responsible for paying the costs of the design and construction of all future expansions of the Facility needed to serve the Estrella Property (the "**Future Estella Facility Expansion Costs**") and, subject to the terms and conditions set forth in this Agreement, Owner agrees to convey the portion of the Ultimate Buildout Area needed for future expansions of the Facility needed to serve the Estrella Property and surrounding properties as reflected in the Master Plan. All future expansions of the Facility will be designed and constructed by the City. Owner understands and agrees that the City will undertake the design and construction of future expansions of the Facility within the time frame required by the regulatory authority with legal authority to regulate wastewater facilities and Owner will be required to pay the costs of such future expansions subject to reimbursements from adopted development impact fees as provided and authorized by state law. The proportion of the costs of the design or construction for future expansions of the Facility that will result in treatment capacity that will be used to provide wastewater service to property outside of the Estrella Property shall be the sole responsibility of the City.

16. **Continued Service**. The design and construction of the Facility Improvements shall not adversely impact service to existing development within the Estrella Property.

17. **Operation and Maintenance**. The City shall, at the City's sole cost and expense, operate, and maintain the Facility at all times.

18. **No Obligation to Develop**. Nothing contained herein shall be deemed to obligate Owner to develop any portion of Owner's Property.

GENERAL TERMS

19. **Entire Agreement.** This Agreement, constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersedes any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

20. **Existing Agreements**. Except as expressly provided herein, this Agreement is not intended to nor does it affect the Parties' rights or obligations under any other existing agreements between the Parties governing the development of Owner's Property, nor does it affect the application of the City's ordinances, rules, regulations, policies, and practices otherwise applicable to the development of Owner's Property.

21. **Exhibits**. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

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

23. **Amendments.** This Agreement shall only be modified, amended or restated by a written amendment executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City

Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

24. **Further Documentation**. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

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

The City: City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395	**Owner:** Estrella North LLC Attn: Tim Brislin 17700 North Pacesetter Way Scottsdale, Arizona 85225 Email: tbrislin@harvardinvestments.com
copy to: City of Goodyear Attn: Development Services Director 1900 N. Civil Square Goodyear, Arizona 85395	**copy to:** Bergin, Frakes, Smalley & Oberholtzer PLLC Attn: Carolyn Oberholzer 4343 East Camelback Road, Suite 210 Phoenix, Arizona 85018 Email: coberholtzer@bfsolaw.com Phoenix: 602-888-7860
copy to: City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395	

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

26. **Covenants Running With The Land**. Except as provided in Section 27, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, Owner's Property, and they shall be covenants running with the land.

27. **Termination Of Agreement As To Certain Property.** The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with Owner's Property on: (i) any portion of Owner's Property conveyed

to the City; (ii) any portion of Owner's Property conveyed to any Political Subdivision; (iii) any portion of Owner's Property conveyed to a home owner's association that will be used solely for landscaping, private streets, drainage, or amenities for members of the home owner's association (iv) any portion of Owner's Property conveyed to a commercial project or multifamily project for which a certificate of occupancy has been issued; and (v) any lot within Owner's Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued; and the owners of such portions of Owner's Property are not Successors and Assigns under this Agreement (collectively i-v above are referred to as the "**Released Property**"). The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to the Released Property and the Released Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

28. **No Agency Or Partnership.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

29. **Conflicts Of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

30. **Computation Of Time.** Any reference to a "**day**" in this Agreement shall mean a City business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

31. **Defaults And Remedies.** Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

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

33. **Mediation.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Section 33 shall survive the expiration or earlier termination of this Agreement.

34. **WAIVER OF JURY TRIAL**. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.** The terms of this Section 34 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

35. **LIMITATION ON CLAIMS**. **IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT**. The terms of this Section 35 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

36. **Limitation On Personal Liability**. No City Council member, official, representative, agent, attorney, or employee of the City (collectively "**City Representatives**") shall be personally liable to any Party or to any successor in interest to any Party, in the event of any non-performance or breach by the City or for any obligation of the City under the terms of this Agreement. The terms of this Section 36 limiting the personal liability of City Representatives shall survive the expiration and/or termination of this Agreement.

37. **Section Headings.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

38. **Fair Interpretation.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 38 shall survive the expiration or earlier termination of this Agreement.

39. **Choice Of Law, Venue, And Attorney's Fees.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 39 shall survive the expiration or earlier termination of this Agreement.

40. **Survival Clause**: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 40 to other provisions in the Agreement.

41. **Representations And Warranties Of Owner.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

41.1. Ownership. Estrella North LLC, a Delaware limited liability company is the owner of Owner's Property and has the full right and authority to submit its interest in Owner's Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable and matters of record.

41.2. Authorization. Owner is a Delaware limited liability company qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and

Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

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

42. **Representations And Warranties Of City**. As of the Effective Date of this Agreement, the City represents and warrants the following:

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

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

43. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

44. **Page Numbering.** The page numbering of this document is exclusive of the Exhibits attached hereto.

45. **Estoppel Certificate**. By written request submitted to the City Attorney, Owner may request the City Manager to provide Owner and Estoppel Certificate as described herein. The City Manager shall, within fifteen (15) calendar days from the date the City Attorney receives such request, respond to Owner and certify by written instrument that (a) there is or is not a default under this Agreement and, if there is a default the scope and nature of the default and (b) the City has or does not have any existing or pending legal or equitable claims asserted against any Party to this Agreement or any entity with an ownership interest in Owner's Property related to this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and Owner has signed the same on or as of the day and year first above written.

[*Signature pages follow*]

CITY OF GOODYEAR
An Arizona Municipal Corporation
"City"

By _____

Its _____

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this_____day of_____, 20___, before me, a Notary Public, personally appeared_____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of the City of Goodyear, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

ESTRELLA NORTH LLC
"OWNER"
By: Estrella Partners LP
Its: Sole Member and Manager
By: Goodyear EMR GP, LLC
Its: General Partner
By: EMR Harvard LLC
Its: Administrative Member
By: Harvard Investments, Inc.
Its: Manager

By:_____
Name:_____
Title: _____

By:_____
Name:_____
Title: _____

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this_____day of_____, 20__, before me, a Notary Public, personally appeared_____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of_____, for the purposes therein contained.

_____
Notary Public
My Commission Expires:
_____

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this_____day of_____, 20__, before me, a Notary Public, personally appeared_____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of_____, for the purposes therein contained.

_____
Notary Public
My Commission Expires:
_____

EXHIBIT "A"

CANTAMIA PARCEL

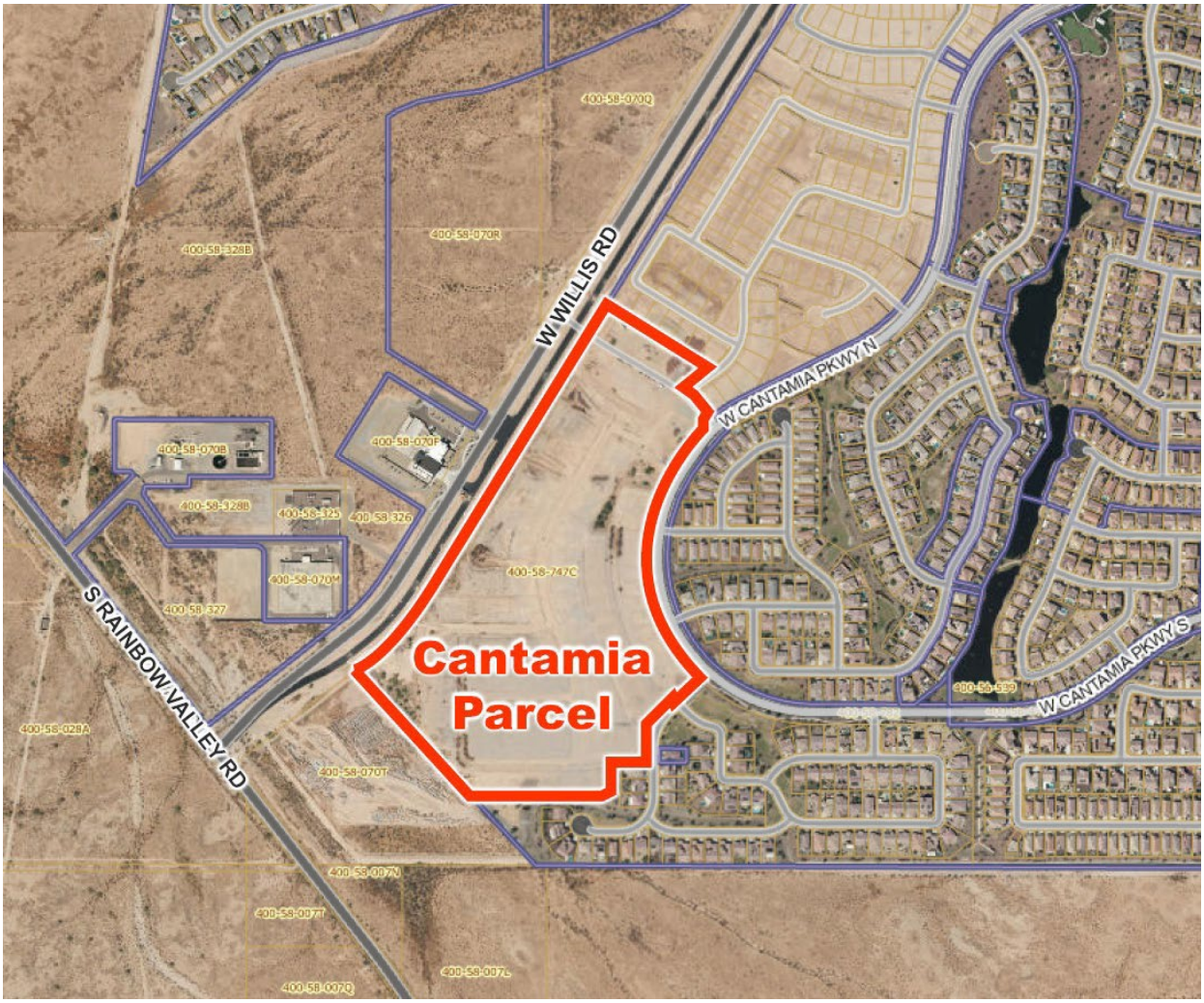


EXHIBIT "B"

EDU CONVERSION TABLE

Meter Size	Capacity Ratio[1]
0.75-inch	1.00
1.00-inch	1.67
1.50-inch	3.33

The conversion of EDUs for development with meters larger than 1.50 inches shall be determined by dividing the average daily wastewater demands reflected in the City's approved Integrated Water Master Plan for the type of use by 140 gallons or by dividing the estimated average daily wastewater demands reflected in an approved water/wastewater study by 140 gallons per day, whichever is greater. If the actual average daily wastewater demands exceed those used in the conversion of EDUs, the City shall recalculate the EDU's attributable to the use.

EXHIBIT "C"

2.0 MGD EXPANSION PARCEL DESCRIPTION

(On the following pages)

2.0 MGD EXPANSION PARCEL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, A 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S33 S34 1931" WHICH BEARS NORTH 0 DEGREES 20 MINUTES 08 SECONDS EAST A MEASURED DISTANCE OF 2685.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, A 3 1/4" G.L.O. BRASS CAP STAMPED "T1S R2W S33 S34 1916";

THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1326.77 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 52 SECONDS EAST A DISTANCE OF 599.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAINBOW VALLEY ROAD AND THE BEGINNING OF THE RAINBOW VALLEY WATER RECLAMATION FACILITY PHASE 1 BOUNDARY AS DESCRIBED IN DOCUMENT 2006-0299530, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 45 DEGREES 18 MINUTES 09 SECONDS EAST, ALONG THE A LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 346.66 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 44 DEGREES 41 MINUTES 51 SECONDS WEST A DISTANCE OF 110.20 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 43.0 FEET WEST OF THE WEST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 286.32 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 82.0 FEET NORTH OF THE NORTH LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 848.18 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG A LINE PARALLEL TO AND 134.0 FEET EAST OF THE EAST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 324.65 FEET;

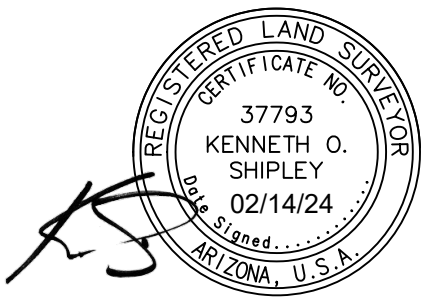
THENCE NORTH 89 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 134.00 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 1 BOUNDARY;

THENCE FOLLOWING SAID PHASE 1 BOUNDARY THE FOLLOWING SIX COURSES:

NORTH 00 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 243.03 FEET;
NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE OF 671.18 FEET;
SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST A DISTANCE OF 221.40 FEET;
SOUTH 89 DEGREES 34 MINUTES 16 SECONDS EAST A DISTANCE OF 68.70 FEET;
SOUTH 44 DEGREES 41 MINUTES 51 SECONDS EAST A DISTANCE OF 19.02 FEET;
SOUTH 45 DEGREES 18 MINUTES 09 SECONDS WEST A DISTANCE OF 66.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.64 ACRES +/-

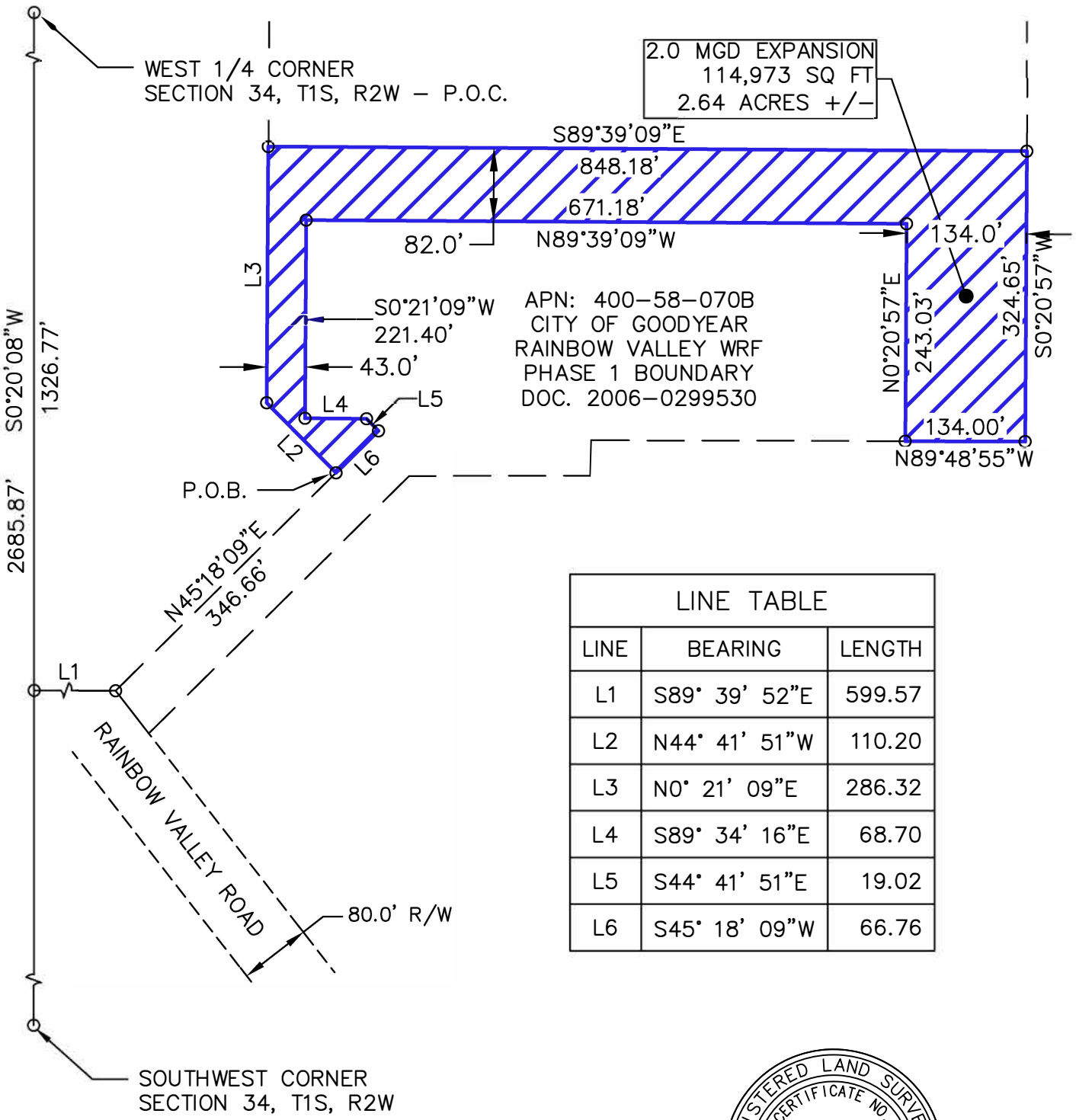
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



RAINBOW VALLEY WRF 2.0 MGD EXPANSION

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	1 OF 2

Prepared By: 82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 39' 52"E	599.57
L2	N44° 41' 51"W	110.20
L3	N0° 21' 09"E	286.32
L4	S89° 34' 16"E	68.70
L5	S44° 41' 51"E	19.02
L6	S45° 18' 09"W	66.76

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
02/14/24
Date Signed
ARIZONA, U.S.A.

RAINBOW VALLEY WRF 2.0 MGD EXPANSION

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	2 OF 2

Prepared By:
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Suite #2
Wickenburg, Arizona 85390
928–684–5046 Info@82Bravo.com
www.82Bravo.com

EXHIBIT "D"

COMBINED PARCEL LEGAL DESCRIPTION

(On the following pages)

COMBINED PARCEL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, A 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S33 S34 1931" WHICH BEARS NORTH 0 DEGREES 20 MINUTES 08 SECONDS EAST A MEASURED DISTANCE OF 2685.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, A 3 1/4" G.L.O. BRASS CAP STAMPED "T1S R2W S33 S34 1916";

THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1326.77 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 52 SECONDS EAST A DISTANCE OF 599.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAINBOW VALLEY ROAD AND THE POINT OF BEGINNING OF THE RAINBOW VALLEY WATER RECLAMATION FACILITY PHASE 1 BOUNDARY AS DESCRIBED IN DOCUMENT 2006-0299530, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING HEREIN;

THENCE NORTH 45 DEGREES 18 MINUTES 09 SECONDS EAST, ALONG SAID PHASE 1 BOUNDARY LINE, A DISTANCE OF 346.66 FEET;

THENCE NORTH 44 DEGREES 41 MINUTES 51 SECONDS WEST, DEPARTING SAID PHASE 1 BOUNDARY LINE, A DISTANCE OF 110.20 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND 43.0 FEET WEST OF THE WEST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 611.32 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST, ALONG A LINE PARALLEL TO AND
407.0 FEET NORTH OF THE NORTH LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 188.15 FEET;

THENCE NORTH 0 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 108.51 FEET;

THENCE NORTH 46 DEGREES 17 MINUTES 16 SECONDS EAST A DISTANCE OF 405.46 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34;

THENCE SOUTH 89 DEGREES 34 MINUTES 32 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 368.65 FEET;

THENCE SOUTH 0 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG A LINE PARALLEL TO AND 134.0 FEET EAST OF THE EAST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 1039.62 FEET TO A POINT ON A PROJECTION OF THE SOUTH LINE OF SAID PHASE 1 BOUNDARY;

(CONTINUED ON NEXT SHEET)



RAINBOW VALLEY WRF BUILDOUT

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	1 OF 4

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579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

COMBINED PARCEL DESCRIPTION (CONTINUED):

THENCE NORTH 89 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 134.00 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 1 BOUNDARY;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PHASE 1 BOUNDARY THE FOLLOWING FOUR COURSES:

NORTH 89 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 351.32 FEET;

SOUTH 01 DEGREES 16 MINUTES 56 SECONDS WEST A DISTANCE OF 39.69 FEET;

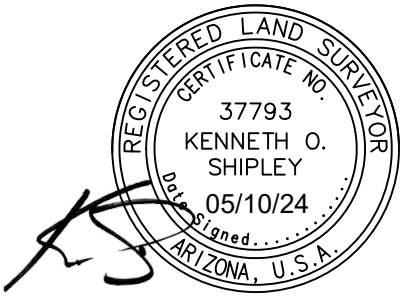
SOUTH 89 DEGREES 54 MINUTES 50 SECONDS WEST A DISTANCE OF 202.52 FEET;

SOUTH 45 DEGREES 18 MINUTES 09 SECONDS WEST A DISTANCE OF 409.44 FEET TO A POINT ON THE EAST LINE OF SAID RAINBOW VALLEY ROAD;

THENCE NORTH 37 DEGREES 50 MINUTES 55 SECONDS WEST A DISTANCE OF 60.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 802,466 SQ FT OR 18.42 ACRES MORE OR LESS.

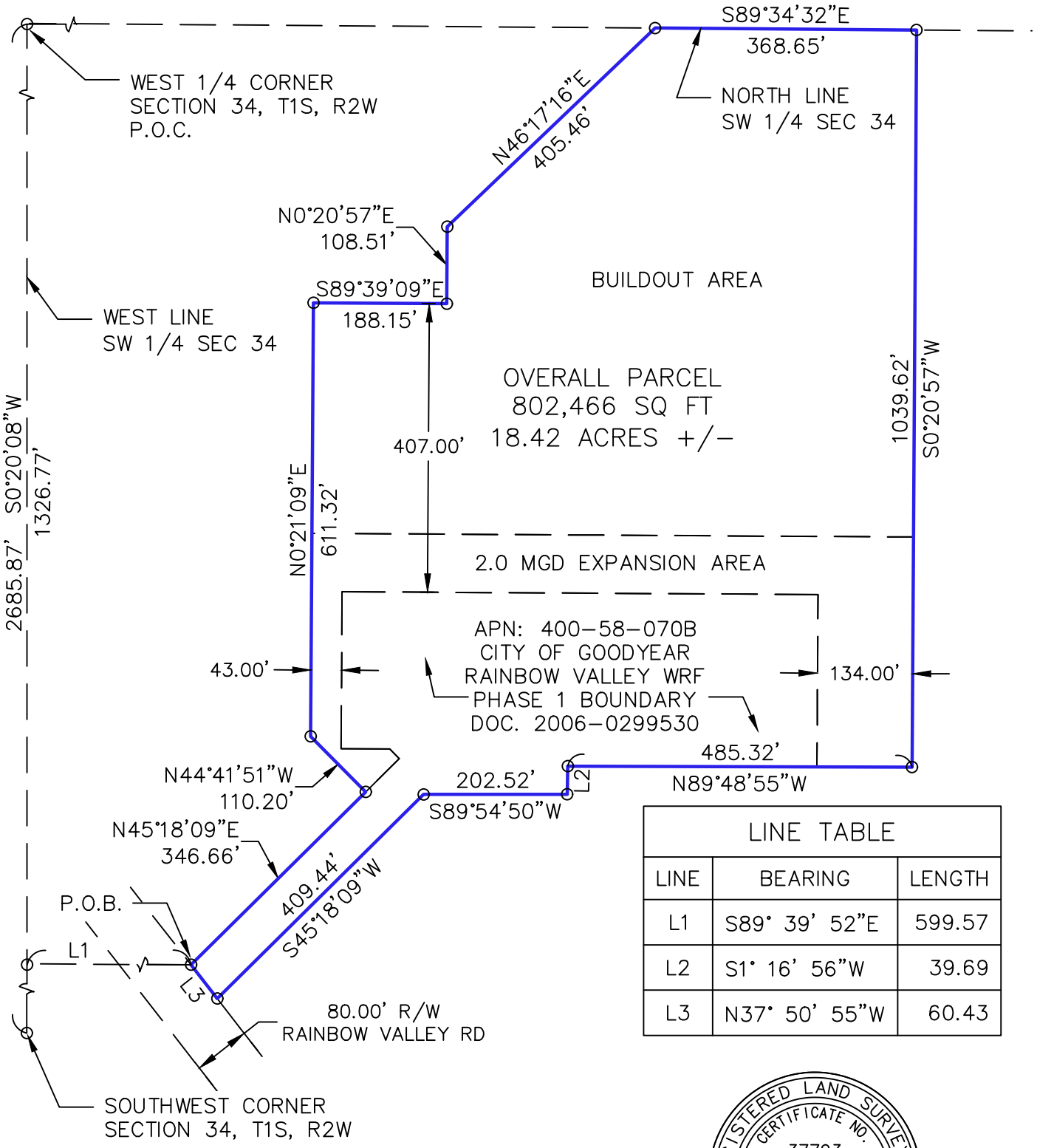
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



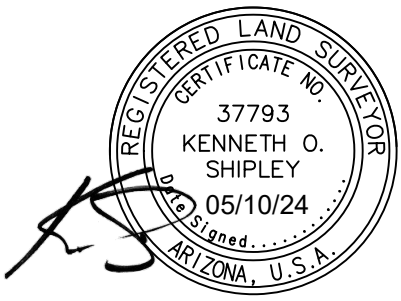
RAINBOW VALLEY WRF BUILDOUT

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	2 OF 4

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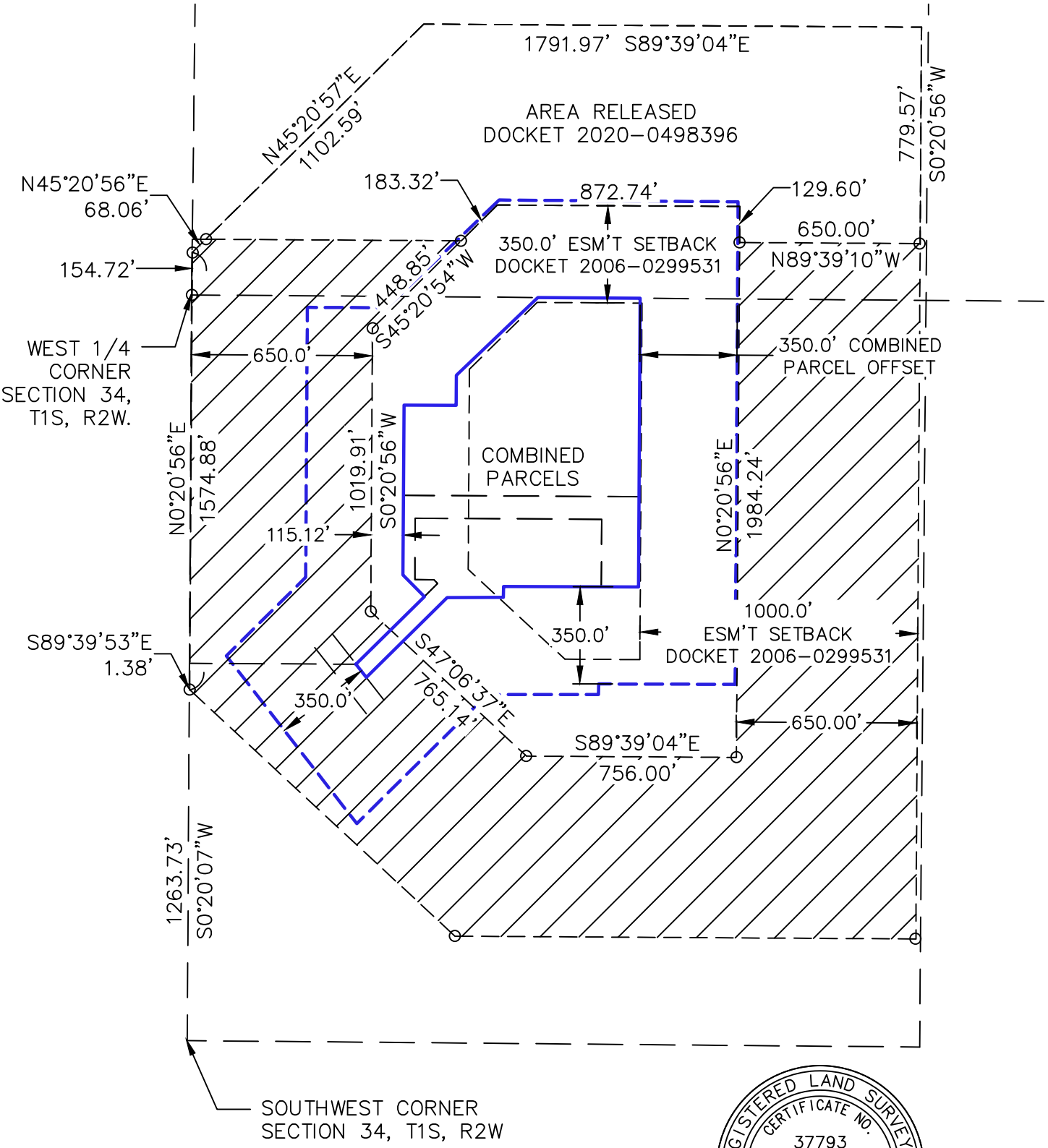
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 39' 52"E	599.57
L2	S1° 16' 56"W	39.69
L3	N37° 50' 55"W	60.43



RAINBOW VALLEY WRF BUILDOUT

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	3 OF 4

Prepared By: 82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
05/10/24
Date Signed
ARIZONA, U.S.A.

RAINBOW VALLEY WRF BUILDOUT

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	05/10/2024
SCALE:	NTS	SHEET	4 OF 4

Prepared By:
82 BRAVO, LLC
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Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

EXHIBIT "E"

OWNER'S PROPERTY

(On the following pages)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

ALL OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, EXCEPT THE FOLLOWING PLATS,

MAP OF DEDICATION OF ESTRELLA HILLSIDE DRIVE AND SENDERO DRIVE AS RECORDED IN BOOK 1370 OF MAPS, PAGE 11 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.A2" AS RECORDED IN BOOK 1406 OF MAPS, PAGE 13 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.A1" AS RECORDED IN BOOK 1421 OF MAPS, PAGE 41 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.B" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 24 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.C" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 46 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.D1" AS RECORDED IN BOOK 1441 OF MAPS, PAGE 36 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.F2" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 47 OF MARICOPA COUNTY RECORDS.

AND:

THE FINAL PLAT OF "ESTRELLA PARCEL 11.G" AS RECORDED IN BOOK 1392 OF MAPS, PAGE 45 OF MARICOPA COUNTY RECORDS.

AND:

EXCEPT THAT PORTION DEEDED TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, IN DEED RECORDED AS 2019-556762 OF OFFICIAL RECORDS.

AND:

EXCEPT THAT PORTION DEEDED TO THE CITY OF GOODYEAR ARIZONA, RECORDED AS 2018-386168 OF OFFICIAL RECORDS AND AS 2018-386169 OF OFFICIAL RECORDS.

AND:

EXCEPT THAT PORTION DEEDED TO ESTRELLA JOINT COMMITTEE, INC., RECORDED AS 2010-899977 OF OFFICIAL RECORDS.

AND:

EXCEPT PLAT OF "ESTRELLA PARCEL 8", AS RECORDED IN BOOK 318 OF MAPS, PAGE 39.

AND:

EXCEPT PLAT OF "ESTRELLA PARCEL 9", AS RECORDED IN BOOK 318 OF MAPS, PAGE 40.

AND:

EXCEPT PLAT OF "A MINOR LAND DIVISION OF LOTS 18 & 19 OF FINAL PLAT ESTRELLA PARCEL 8", RECORDED IN BOOK 1362 OF MAPS, PAGE 42.

AND:

EXCEPT PLAT OF "ESTRELLA - PHASE ONE - MAP OF DEDICATION", RECORDED IN BOOK 318

OF MAPS, PAGE 38.

PARCEL NO. 2:

THAT PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A GLO BRASS CAP ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 10 FROM WHICH AN ALUMINUM CAP ACCEPTED AS THE NORTHWEST CORNER THEREOF BEARS NORTH 02 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 2635.06 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, NORTH 02 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 1559.35 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 88 DEGREES 49 MINUTES 54 SECONDS EAST A DISTANCE OF 325.59 FEET;

THENCE NORTH 25 DEGREES 31 MINUTES 19 SECONDS EAST A DISTANCE OF 118.30 FEET TO THE WEST LINE OF ESTRELLA MOUNTAIN RANCH PARCEL 68 ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 592 OF MAPS, PAGE 8, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID WEST LINE, SOUTH 35 DEGREES 48 MINUTES 14 SECONDS EAST A DISTANCE OF 544.63 FEET;

THENCE ALONG SAID WEST LINE, SOUTH 24 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 441.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 67 DEGREES 21 MINUTES 18 SECONDS AN ARC LENGTH OF 235.11 FEET;

THENCE ALONG THE SOUTHWESTERLY LINE THEREOF, NORTH 87 DEGREES 52 MINUTES 45 SECONDS EAST A DISTANCE OF 185.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN GABRIEL DRIVE ACCORDING TO THE MAP OF DEDICATION FOR ESTRELLA PHASE ONE AS RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1460.00 FEET, THE CENTER OF WHICH BEARS NORTH 88 DEGREES 45 MINUTES 54 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 16 DEGREES 53 MINUTES 56 SECONDS AN ARC LENGTH OF 430.61 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR SUNCHASE AT ESTRELLA (PARCEL NOS. 62-64) AS RECORDED IN BOOK 438 OF MAPS, PAGE 42, RECORDS OF SAID MARICOPA COUNTY;

THENCE ALONG SAID NORTH LINE, SOUTH 72 DEGREES 50 MINUTES 50 SECONDS WEST A DISTANCE OF 20.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 675.00 FEET;

THENCE ALONG SAID CURVE AND SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 07 DEGREES 33 MINUTES 36 SECONDS AN ARC LENGTH OF 89.06 FEET TO A POINT OF NON-TANGENCY;

THENCE ALONG SAID NORTH LINE, SOUTH 24 DEGREES 42 MINUTES 45 SECONDS EAST A DISTANCE OF 129.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 545.31 FEET, THE CENTER OF WHICH BEARS SOUTH 24 DEGREES 43 MINUTES 26 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 26 DEGREES 51 MINUTES 00 SECONDS AN ARC LENGTH OF 255.54 FEET TO THE

BEGINNING OF A TANGENT REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 505.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 99 DEGREES 53 MINUTES 48 SECONDS AN ARC LENGTH OF 880.48 FEET TO A POINT OF TANGENCY;
THENCE ALONG SAID NORTH LINE, NORTH 41 DEGREES 40 MINUTES 38 SECONDS WEST A DISTANCE OF 62.30 FEET;
THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 13 MINUTES 38 SECONDS WEST A DISTANCE OF 329.85 FEET TO THE POINT OF BEGINNING.
EXCEPT THAT PORTION CONVEYED TO TIMES MIRROR CABLE TELEVISION OF HAVERHILL, INC., A MASSACHUSETTS CORPORATION D/B/A DIMENSION CABLE SERVICES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 92-0588106, RECORDS OF MARICOPA COUNTY, ARIZONA. AND
EXCEPT ANY PORTION LYING WITHIN PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS 2019-156126 OF OFFICIAL RECORDS.

PARCEL NO. 3:

THAT PORTION OF SECTIONS 10 AND 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS SOUTH 01 DEGREES 14 MINUTES 17 SECONDS WEST A DISTANCE OF 2640.11 FEET;
THENCE ALONG THE EAST LINE OF SAID SECTION 10, SOUTH 01 DEGREES 14 MINUTES 17 SECONDS WEST A DISTANCE OF 1220.64 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 32 DEGREES 49 MINUTES 55 SECONDS EAST A DISTANCE OF 42.80 FEET;
THENCE SOUTH 85 DEGREES 03 MINUTES 56 SECONDS EAST A DISTANCE OF 837.64 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN GABRIEL DRIVE ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 553 OF MAPS, PAGE 36, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID WESTERLY LINE, SOUTH 02 DEGREES 59 MINUTES 07 SECONDS EAST A DISTANCE OF 197.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 680.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 29 DEGREES 08 MINUTES 17 SECONDS AN ARC LENGTH OF 345.82 FEET;
THENCE ALONG SAID WESTERLY LINE, SOUTH 32 DEGREES 07 MINUTES 24 SECONDS EAST A DISTANCE OF 58.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 250.00 FEET THE CENTER OF WHICH BEARS NORTH 23 DEGREES 09 MINUTES 09 SECONDS WEST;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 02 MINUTES 47 SECONDS AN ARC LENGTH OF 131.10 FEET TO A POINT OF TANGENCY;
THENCE NORTH 83 DEGREES 06 MINUTES 22 SECONDS WEST A DISTANCE OF 153.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 16 MINUTES 52 SECONDS AN ARC LENGTH OF 224.61 FEET;
THENCE SOUTH 66 DEGREES 36 MINUTES 46 SECONDS WEST A DISTANCE OF 32.83 FEET TO

THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 450.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 03 MINUTES 26 SECONDS AN ARC LENGTH OF 110.41 FEET;
THENCE SOUTH 52 DEGREES 33 MINUTES 20 SECONDS WEST A DISTANCE OF 3.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 170.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 05 MINUTES 03 SECONDS AN ARC LENGTH OF 219.81 FEET;
THENCE SOUTH 21 DEGREES 31 MINUTES 43 SECONDS EAST A DISTANCE OF 187.64 FEET;
THENCE SOUTH 09 DEGREES 44 MINUTES 15 SECONDS EAST A DISTANCE OF 81.78 FEET;
THENCE SOUTH 43 DEGREES 16 MINUTES 43 SECONDS WEST A DISTANCE OF 77.40 FEET;
THENCE SOUTH 33 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 446.40 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ELLIOT ROAD ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID NORTHERLY LINE, SOUTH 56 DEGREES 12 MINUTES 53 SECONDS WEST A DISTANCE OF 17.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 855.00 FEET;
THENCE ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 43 DEGREES 11 MINUTES 32 SECONDS AN ARC LENGTH OF 644.54 FEET;
THENCE ALONG SAID NORTH LINE, NORTH 80 DEGREES 35 MINUTES 35 SECONDS WEST A DISTANCE OF 1919.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1045.00 FEET;
THENCE ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 22 DEGREES 04 MINUTES 36 SECONDS AN ARC LENGTH OF 402.65 FEET TO THE EAST LINE OF ESTRELLA MOUNTAIN RANCH PARCEL 67/69 ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 591 OF MAPS, PAGE 21, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 18 MINUTES 56 SECONDS WEST A DISTANCE OF 268.09 FEET;
THENCE ALONG SAID EAST LINE, NORTH 17 DEGREES 21 MINUTES 02 SECONDS EAST A DISTANCE OF 969.79 FEET TO THE SOUTH LINE OF ESTRELLA MOUNTAIN RANCH PARCEL 72 ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 614 OF MAPS, PAGE 27, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID SOUTH LINE, SOUTH 76 DEGREES 45 MINUTES 51 SECONDS EAST A DISTANCE OF 1733.09 FEET;
THENCE ALONG SAID SOUTH LINE AND ITS NORTHEASTERLY PROLONGATION, NORTH 32 DEGREES 49 MINUTES 55 SECONDS EAST A DISTANCE OF 765.60 FEET TO THE POINT OF BEGINNING.
EXCEPT ANY PORTION LYING WITHIN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST, AND EXCEPT ANY PORTION LYING WITHIN QUITCLAIM DEED RECORDED AS 2010-899979 OF OFFICIAL RECORDS.

PARCEL NO. 4:

THAT PORTION OF SECTION 10 AND 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID

SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS NORTH 01 DEGREES 04 MINUTES 28 SECONDS EAST A DISTANCE OF 2638.83 FEET;
THENCE ALONG THE EAST LINE OF SAID SECTION 10, NORTH 01 DEGREES 04 MINUTES 28 SECONDS EAST A DISTANCE OF 1795.27 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 87 DEGREES 44 MINUTES 44 SECONDS WEST A DISTANCE OF 101.07 FEET;
THENCE NORTH 63 DEGREES 56 MINUTES 11 SECONDS WEST A DISTANCE OF 40.43 FEET TO THE EAST LINE OF ESTRELLA PARCEL 51 ACCORDING TO BOOK 330 OF MAPS, PAGE 47, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID EAST LINE, NORTH 16 DEGREES 11 MINUTES 18 SECONDS WEST A DISTANCE OF 74.83 FEET;
THENCE ALONG SAID EAST LINE, NORTH 09 DEGREES 24 MINUTES 24 SECONDS EAST A DISTANCE OF 375.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ELLIOT ROAD ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 80 DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 98.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 945.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 43 DEGREES 11 MINUTES 32 SECONDS AN ARC LENGTH OF 712.38 FEET;
THENCE ALONG SAID SOUTHERLY LINE, NORTH 56 DEGREES 12 MINUTES 53 SECONDS EAST A DISTANCE OF 385.21 FEET;
THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 33 DEGREES 47 MINUTES 07 SECONDS EAST A DISTANCE OF 191.86 FEET;
THENCE SOUTH 16 DEGREES 19 MINUTES 37 SECONDS EAST A DISTANCE OF 204.32 FEET;
THENCE SOUTH 41 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 253.90 FEET;
THENCE SOUTH 54 DEGREES 41 MINUTES 47 SECONDS WEST A DISTANCE OF 256.10 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 85.00 FEET;
THENCE SOUTH 55 DEGREES 11 MINUTES 03 SECONDS WEST A DISTANCE OF 359.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69 DEGREES 12 MINUTES 26 SECONDS AN ARC LENGTH OF 211.38 FEET;
THENCE NORTH 55 DEGREES 36 MINUTES 31 SECONDS WEST A DISTANCE OF 105.87 FEET;
THENCE NORTH 66 DEGREES 52 MINUTES 25 SECONDS WEST A DISTANCE OF 104.39 FEET;
THENCE SOUTH 87 DEGREES 44 MINUTES 44 SECONDS WEST A DISTANCE OF 26.03 FEET TO THE POINT OF BEGINNING.
EXCEPT ANY PORTION LYING WITHIN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST.

PARCEL NO. 5:

THAT PORTION OF SECTIONS 10 AND 15, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE SOUTHWEST CORNER OF SAID SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE WEST QUARTER CORNER THEREOF BEARS NORTH 02 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 2633.96 FEET;
THENCE ALONG THE WEST LINE OF SAID SECTION 10, NORTH 02 DEGREES 27 MINUTES 23

SECONDS EAST A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING;
THENCE ALONG SAID WEST LINE, NORTH 02 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 750.04 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ELLIOT ROAD ACCORDING TO THE MAP OF DEDICATION RECORDED IN BOOK 318 OF MAPS, PAGE 38, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 87 DEGREES 32 MINUTES 38 SECONDS EAST A DISTANCE OF 515.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1845.00 FEET;
THENCE ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 03 DEGREES 51 MINUTES 30 SECONDS AN ARC LENGTH OF 124.24 FEET;
THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 01 DEGREES 24 MINUTES 05 SECONDS EAST A DISTANCE OF 80.47 FEET;
THENCE SOUTH 74 DEGREES 06 MINUTES 17 SECONDS EAST A DISTANCE OF 203.53 FEET;
THENCE NORTH 56 DEGREES 58 MINUTES 34 SECONDS EAST A DISTANCE OF 173.98 FEET;
THENCE NORTH 11 DEGREES 38 MINUTES 57 SECONDS WEST A DISTANCE OF 80.46 FEET TO SAID SOUTHERLY LINE OF ELLIOT ROAD, BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1845.00 FEET, THE CENTER OF WHICH BEARS NORTH 11 DEGREES 38 MINUTES 51 SECONDS WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 30 DEGREES 25 MINUTES 53 SECONDS AN ARC LENGTH 979.93 FEET TO A POINT OF TANGENCY;
THENCE ALONG SAID SOUTHERLY LINE, NORTH 47 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 204.57 FEET;
THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 42 DEGREES 04 MINUTES 44 SECONDS EAST A DISTANCE OF 130.37 FEET;
THENCE SOUTH 87 DEGREES 04 MINUTES 53 SECONDS EAST A DISTANCE OF 353.55 FEET;
THENCE NORTH 47 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 130.22 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAN MIGUEL ACCORDING TO SAID MAP OF DEDICATION;
THENCE ALONG SAID WESTERLY LINE, SOUTH 42 DEGREES 04 MINUTES 44 SECONDS EAST A DISTANCE OF 513.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 670.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 74 DEGREES 46 MINUTES 51 SECONDS AN ARC LENGTH OF 874.47 FEET;
THENCE ALONG SAID WESTERLY LINE, SOUTH 32 DEGREES 42 MINUTES 07 SECONDS WEST A DISTANCE OF 112.19 FEET TO THE NORTHERLY LINE OF ESTRELLA PARCEL 60 ACCORDING TO BOOK 321 OF MAPS, PAGE 30, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID PARCEL 60 THE FOLLOWING 18 COURSES;
NORTH 28 DEGREES 25 MINUTES 49 SECONDS WEST A DISTANCE OF 228.55 FEET;
NORTH 83 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 489.06 FEET;
SOUTH 67 DEGREES 16 MINUTES 43 SECONDS WEST A DISTANCE OF 173.46 FEET;
NORTH 67 DEGREES 41 MINUTES 04 SECONDS WEST A DISTANCE OF 144.85 FEET;
SOUTH 52 DEGREES 22 MINUTES 00 SECONDS WEST A DISTANCE OF 270.22 FEET;
SOUTH 73 DEGREES 08 MINUTES 57 SECONDS WEST A DISTANCE OF 217.33 FEET;
NORTH 81 DEGREES 26 MINUTES 03 SECONDS WEST A DISTANCE OF 228.10 FEET;

SOUTH 47 DEGREES 33 MINUTES 32 SECONDS WEST A DISTANCE OF 103.86 FEET;
NORTH 42 DEGREES 26 MINUTES 28 SECONDS WEST A DISTANCE OF 384.99 FEET;
SOUTH 61 DEGREES 31 MINUTES 33 SECONDS WEST A DISTANCE OF 335.60 FEET;
SOUTH 31 DEGREES 49 MINUTES 37 SECONDS EAST A DISTANCE OF 167.57 FEET;
SOUTH 25 DEGREES 41 MINUTES 22 SECONDS WEST A DISTANCE OF 184.07 FEET;
SOUTH 40 DEGREES 28 MINUTES 48 SECONDS EAST A DISTANCE OF 163.25 FEET;
SOUTH 71 DEGREES 20 MINUTES 08 SECONDS EAST A DISTANCE OF 85.93 FEET;
NORTH 84 DEGREES 54 MINUTES 26 SECONDS EAST A DISTANCE OF 156.97 FEET;
NORTH 47 DEGREES 33 MINUTES 32 SECONDS EAST A DISTANCE OF 125.76 FEET;
SOUTH 42 DEGREES 26 MINUTES 28 SECONDS EAST A DISTANCE OF 166.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 463.23 FEET;
SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 58 MINUTES 50 SECONDS AN ARC LENGTH OF 40.27 FEET TO THE NORTHERLY LINE OF ESTRELLA PARCEL 58 ACCORDING TO BOOK 321 OF MAPS, PAGE 31, RECORDS OF SAID MARICOPA COUNTY;
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING 8 COURSES;
SOUTH 86 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 113.98 FEET;
NORTH 81 DEGREES 53 MINUTES 25 SECONDS WEST A DISTANCE OF 234.54 FEET;
NORTH 71 DEGREES 20 MINUTES 08 SECONDS WEST A DISTANCE OF 140.58 FEET;
SOUTH 81 DEGREES 19 MINUTES 29 SECONDS WEST A DISTANCE OF 184.99 FEET;
NORTH 51 DEGREES 34 MINUTES 11 SECONDS WEST A DISTANCE OF 187.11 FEET;
NORTH 73 DEGREES 15 MINUTES 41 SECONDS WEST A DISTANCE OF 133.37 FEET;
NORTH 41 DEGREES 36 MINUTES 11 SECONDS WEST A DISTANCE OF 241.95 FEET;
NORTH 87 DEGREES 32 MINUTES 44 SECONDS WEST A DISTANCE OF 221.15 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH (PROPOSED PARCEL "E") **(RECORDED IN DOC. *2006-0660447, M.C.R.*)**
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A GLO BRASS CAP ACCEPTED AS THE SOUTHWEST CORNER OF SAID SECTION 10 FROM WHICH A GLO BRASS CAP ACCEPTED AS THE WEST QUARTER CORNER THEREOF BEARS NORTH 02 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 2633.96 FEET;
THENCE NORTH 02 DEGREES 27 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 918.94 FEET;
THENCE LEAVING THE WEST LINE OF THE SOUTHWEST QUARTER SOUTH 87 DEGREES 32 MINUTES 37 SECONDS EAST A DISTANCE OF 645.54 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 01 DEGREES 24 MINUTES 05 SECONDS WEST A DISTANCE OF 80.47 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ELLIOT ROAD OF ESTRELLA PHASE 1 MAP OF DEDICATION AS RECORDED IN BOOK 318, PAGE 38, RECORDS OF SAID MARICOPA COUNTY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE CENTER BEARS NORTH 01 DEGREES 24 MINUTES 08 SECONDS WEST A DISTANCE OF 1845.00 FEET;
THENCE EASTERLY ALONG THE ARE OF SAID CURVE AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ELLIOT ROAD THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 43

WANDS AN ARC LENGTH OF 329.91 FEET;
THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF ELLIOT ROAD SOUTH 11 DEGREES 38 MINUTES 57 SECONDS EAST A DISTANCE OF 80.47 FEET;
THENCE SOUTH 56 DEGREES 58 MINUTES 34 SECONDS WEST DISTANCE OF 173.98 FEET;
THENCE NORTH 74 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 203.53 FEET TO THE POINT OF BEGINNING.
EXCEPT ANY PORTION LYING WITHIN SAID SECTION 15, AND
EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING 2 DEEDS, RECORDED AS 2007-1087252, RE-RECORDED AS 2020-1067876 **(*2010-106876*)** AND 2010-609132 OF OFFICIAL RECORDS, AND EXCEPT ANY PORTION LYING WITHIN ELLIOT ROAD.

PARCEL NO. 6:

ALL OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
EXCEPT THE FOLLOWING PLATS;
"ESTRELLA MOUNTAIN RANCH PARCEL 75", RECORDED IN BOOK 614 OF MAPS, PAGE 28, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 73", RECORDED IN BOOK 805 OF MAPS, PAGE 45.
"ESTRELLA MOUNTAIN RANCH PARCEL 76", RECORDED IN BOOK 805 OF MAPS, PAGE 44.
LOT 1 OF "A MINOR LAND DIVISION OF ELLIOT CROSSING", RECORDED IN BOOK 1191 OF MAPS, PAGE 25.
LOTS 2A AND 2B OF "A MINOR LAND DIVISION MAP OF ELLIOT CROSSING, LOT 2" RECORDED IN BOOK 1590, PAGE 32. *(LOT 2A SHOULD NOT BE EXCLUDED. A.P.N. 400-78-250C LISTED AS NNP III - EMR 4, LLC)*
"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38.
AND AS AMENDED, RECORDED AS MAP OF DEDICATION OF SAN GABRIEL DRIVE REALIGNMENT IN BOOK OF MAPS 553, PAGE 36.
"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38.
LOT 1 OF "MINOR LAND DIVISION ESTRELLA PARCEL 2.45", RECORDED IN BOOK 1109 OF MAPS, PAGE 31.
"MOUNTAIN RANCH MARKETPLACE AT ESTRELLA", RECORDED IN BOOK 1024 OF MAPS, PAGE 21.
"ESTRELLA MOUNTAIN RANCH 43", RECORDED IN BOOK 482 OF MAPS, PAGE 50.
"ESTRELLA PARCEL 34", RECORDED IN BOOK 329 OF MAPS, PAGE 34.
"ESTRELLA PARCELS 12.37, 12.39 & 12.40", RECORDED IN BOOK 1239 OF MAPS, PAGE 14.
"OVERLOOK LOTS 83A 85A & 86A MINOR LAND DIVISION", RECORDED IN BOOK 1344 OF MAPS, PAGE 35.
AND EXCEPT ANY PORTION LYING WITHIN ELLIOT ROAD
AND EXCEPTION ANY PORTION LYING WITHIN THE FOLLOWING DEEDS,
SPECIAL WARRANTY DEED, RECORDED AS 1988-436419, RE-RECORDED IN 89-111262 AND RE-RECORDED AS 90-538581 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED, RECORDED AS 94-474760 OF OFFICIAL RECORDS.
RIGHT OF WAY DEDICATION, RECORDED AS 2006-1679431 AND AS 2006-1679434 OF OFFICIAL RECORDS.
QUITCLAIM DEED, RECORDED AS 2010-899978 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2010-899979 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2010-899981 OF OFFICIAL RECORDS.

WARRANTY DEED RECORDED AS 2020-1169385 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2020-1180154 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 1988-0622872 OF OFFICIAL RECORDS.

PARCEL NO. 7:

ALL OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
EXCEPT THE FOLLOWING PLATS;
"ESTRELLA PARCEL 8", RECORDED IN BOOK 318 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9", RECORDED IN BOOK 318 OF MAPS, PAGE 40, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 11.D1", RECORDED IN BOOK 1441 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.
"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.
"ESTRELLA - HILLSIDE DRIVE & SENDERO DRIVE MAP OF DEDICATION", RECORDED IN BOOK 1370 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS.
AND EXCEPTION ANY PORTION LYING WITHIN SECTION 12 OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN 2019-556762 OF OFFICIAL RECORDS.

PARCEL NO. 8:

ALL OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 9:

ALL OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT THE FOLLOWING PLATS;
"ESTRELLA PARCEL 34", RECORDED IN BOOK 329 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS.
"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 55" RECORDED IN BOOK 325 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDS.
"SUNCHASE AT ESTRELLA PARCEL NO. 33" RECORDED IN BOOK 451 OF MAPS, PAGE 21, MARICOPA COUNTY, ARIZONA.
"ESTRELLA PARCEL 3.14" RECORDED IN BOOK 1313 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.
"ROSEWOOD GOLF VILLAS AT ESTRELLA MOUNTAIN RANCH" RECORDED IN BOOK 1229 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 91" RECORDED IN BOOK 557 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 195" RECORDED IN BOOK 524 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCELS 12.37, 12.39 & 12.40" RECORDED IN BOOK 1239 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 26" RECORDED IN BOOK 508 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

"MAP OF DEDICATION FOR SUNCHASE AT ESTRELLA WESTAR AND GOLF CLUB DRIVE" RECORDED IN BOOK 522 OF MAPS, PAGE 25.
LOTS 1 THROUGH 29 OF ESTRELLA -PARCEL 12.23 PHASE 1, RECORDED IN BOOK 1545 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS.
AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS;
SPECIAL WARRANTY DEED RECORDED AS 89-098746 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 91-007156 OF OFFICIAL RECORDS.
WARRANTY DEED RECORDED AS 2003-810677 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2010-899981 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2010-899982 OF OFFICIAL RECORDS.
WARRANTY DEED RECORDED AS 2020-1169385 OF OFFICIAL RECORDS.

PARCEL NO. 10:

ALL OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
EXCEPT THE FOLLOWING PLATS;
"ESTRELLA PHASE ONE MAP OF DEDICATION", RECORDED AS BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

"ESTRELLA PARCEL 58" RECORDED IN BOOK 321 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 58 LOTS 68 AND 69 COMBINE AND SPLIT MINOR LAND SUBDIVISION" RECORDED IN BOOK 1257 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 58 LOT 18 & 19 REPLAT", RECORDED IN BOOK 1070 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 60", RECORDED IN BOOK 321 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS.
"PALASADES AT ESTRELLA MOUNTAIN RANCH PARCEL 59" RECORDED IN BOOK 799 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.
"AMENDED ESTRELLA PARCEL 57", RECORDED IN BOOK 320 OF MAPS, PAGE 12, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 56" RECORDED IN BOOK 329 OF MAPS, PAGE 33, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 56A", RECORDED IN BOOK 419 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 55", RECORDED IN BOOK 325 OF MAPS, PAGE 42, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 5.1", RECORDED IN BOOK 1158 OF MAPS, PAGE 24, MARICOPA COUNTY RECORDS.
"ESTRELLA - W SUNWARD DRIVE", RECORDED IN BOOK 1143 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 5.3", RECORDED IN BOOK 1143 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 5.5 PHASE 1", RECORDED IN BOOK 1143 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 5.5 PHASE 2", RECORDED IN BOOK 1146 OF MAPS, PAGE 28, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 98", RECORDED IN BOOK 869 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS.
"ROSEWOOD GOLF VILLAS AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 1229 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 95A", RECORDED IN BOOK 686 OF MAPS, PAGE 40.
"ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 MAP OF DEDICATION, RECORDED IN BOOK 669 OF MAPS, PAGE 23.
EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS;
SPECIAL WARRANTY DEED, RECORDED IN 88-436419, RE-RECORDED AS 89-111262 AND AS 90-538581 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 1994-474760 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2005-1874930 OF OFFICIAL RECORDS.
AMENDED QUITCLAIM DEED RECORDED AS 2010-1067876 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2010-899981 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2010-899982 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2011-277601 OF OFFICIAL RECORDS.

PARCEL NO. 11:

ALL OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 AND
EXCEPT THE FOLLOWING PLATS;
"MAP OF DEDICATION FOR SUNCHASE AT ESTRELLA WESTAR AND GOLF CLUB DRIVE", RECORDED IN BOOK 522 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 98", RECORDED IN BOOK 869 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 97", RECORDED IN BOOK 869 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 100A", RECORDED IN BOOK 725 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 100B", RECORDED IN BOOK 725 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 99", RECORDED IN BOOK 738 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 5.5 PHASE 1", RECORDED IN BOOK 1143 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 95A", RECORDED IN BOOK 686 OF MAPS, PAGE 40, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 95B", RECORDED IN BOOK 686 OF MAPS, PAGE 41, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 96A", RECORDED IN BOOK 686 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 96B", RECORDED IN ROOK 686 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 MAP OF DEDICATION", RECORDED IN BOOK 669 OF MAPS, PAGE 23.
"ESTRELLA MOUNTAIN RANCH 5 SIDEWINDER DRIVE – GOLF VILLAGE FINAL PLAT" RECORDED

IN BOOK 705 OF MAPS, PAGE 38.
"ESTRELLA MOUNTAIN RANCH PARCEL 199", RECORDED IN BOOK 566 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 200", RECORDED IN BOOK 566 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.7", RECORDED IN BOOK 854 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.3", RECORDED IN BOOK 853 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.6", RECORDED IN BOOK 853 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.8", RECORDED IN BOOK 853 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 5.5 PHASE 1", RECORDED IN BOOK 1143 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.9", RECORDED IN B00K 853 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND
EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS;
SPECIAL WARRANTY DEED RECORDED AS 2005-1874890, RE-RECORDED AS 2006-1661089 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED IN 2006-0055554 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2006-171397 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2007-1318688 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2010-899983 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2013-1037986 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2013-1037987 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2013-1037988 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED IN 2010-899984, RE-RECORDED IN 2010-1067875 OF OFFICIAL RECORDS

PARCEL NO. 12:

ALL OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA AND EXCEPT THE FOLLOWING PLATS;
"MAP OF DEDICATION FOR SUNCHASE AT ESTRELLA WESTAR AND GOLF CLUB DRIVE", RECORDED IN BOOK 522 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.
"ROSEWOOD GOLF VILLAS AT ESTRELLA MOUNTAIN RANCH', RECORDED IN BOOK 1229 0F MAPS, PAGE 18, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 91", RECORDED IN BOOK 557 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 195", RECORDED IN BOOK 524 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

"ESTRELLA MOUNTAIN RANCH PARCEL 196A", RECORDED IN BOOK 554 OF MAPS, PAGE 29, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 196B", RECORDED IN BOOK 553 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 199", RECORDED IN BOOK 566 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 200", RECORDED IN BOOK 566 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.3", RECORDED IN BOOK 853 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.2", RECORDED IN 800K 854 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH PARCEL 201", RECORDED IN BOOK 604 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.
LOTS 1 THROUGH 55, 58, INCLUSIVE, 78 THROUGH 80, INCLUSIVE, OF "ESTRELLA PARCEL 7.1", RECORDED IN BOOK 1488 OF MAPS, PAGE 12.
"ESTRELLA PHASE ONE – MAP OF DEDICATION", RECORDED IN BOOK 318 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.
AS "MAP OF DEDICATION FOR ESTRELLA PARKWAY EXTENSION", RECORDED IN BOOK 545 OF MAPS, PAGE 24, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH ESTRELLA - PHASE 3 MAP OF DEDICATION", RECORDED IN BOOK 771 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS.
“ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH”, RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.
LOTS 1 THROUGH 29, INCLUSIVE OF ESTRELLA - PARCEL 12.23 PHASE 1, RECORDED IN BOOK 1545 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS AND
EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DEEDS.
SPECIAL WARRANTY DEED RECORDED AS 2000-650461 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2006-1476913 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2007-1318688 OF OFFICIAL RECORDS. *(QUIT CLAIM DEED RECORDED AS 2007-1318688. DOES NOT AFFECT PARCEL 12, AFFECTS PARCEL 15 IN SECTION 26)*
QUITCLAIM DEED RECORDED AS 2013-1037988 OF OFFICIAL RECORDS.
ROADWAY DEDICATION RECORDED AS 2008-640274 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2013-1037987 OF OFFICIAL RECORDS.
AND EXCEPT LOTS 29, 30, 33, 34, 38 THROUGH 43, 47 THROUGH 57, 62 THROUGH 68, 70 AND 71 OF ESTRELLA PARCEL 7.1, RECORDED IN BOOK 1488 OF MAPS, PAGE 12. *(REVISE TO INCLUDE ALL OF ESTRELLA PARCEL 7.1 TO INCLUDE ALL LOTS AND TRACTS)*

PARCEL NO. 13

ALL OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA AND

PARCEL NO. 14:

ALL OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE

AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 15

ALL OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.
AND EXCEPT THE FOLLOWING PLATS;
"MAP OF DEDICATION OF WILLIS ROAD", RECORDED IN BOOK 936 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"ESTRELLA MOUNTAIN RANCH ESTRELLA PARKWAY PHASE 3 MAP OF DEDICATION", RECORDED IN BOOK 771 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 7.1", RECORDED IN BOOK 1488 OF MAPS, PAGE 12, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 7.5 LOT 19A & TRACT FA MINOR LAND DIVISION", RECORDED IN BOOK 1360 OF MAPS, PAGE 6, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.6", RECORDED IN BOOK 853 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.14", RECORDED IN BOOK 1053 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9.1", RECORDED IN BOOK 1367 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"MASTER PLAT OF CANTAMIA PHASES 2 AND 3", RECORDED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND REPLATTED IN BOOK 1555 OF MAPS, PAGE 29.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH", RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND
EXCEPT ANY PORTION LYING WITHIN QUITCLAIM DEED RECORDED AS 2012-345382 OF OFFICIAL RECORDS AND
EXCEPT ANY PORTION LYING WITHIN QUITCLAIM DEED RECORDED AS 2007-1318688 OF OFFICIAL RECORDS.

PARCEL NO. 16

ALL OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.
AND EXCEPT THE FOLLOWING PLATS;
"MAP OF DEDICATION OF WILLIS ROAD", RECORDED IN BOOK 936 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH - WEST CALISTOGA DRIVE MAP OF DEDICATION, RECORDED IN BOOK 966 OF MAPS, PAGE 24, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH-SOUTH 182ND DRIVE AND A PORTION OF WEST MOUNTAIN VISTA DRIVE MAP OF DEDICATION", RECORDED IN BOOK 1059 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.

"ESTRELLA - WEST CALISTOGA DRIVE PHASE 3-1 MAP OF DEDICATION", RECORDED IN BOOK 1288 0F MAPS, PAGE 16, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9.8", RECORDED IN BOOK 1313 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.8", RECORDED IN BOOK 853 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.7", RECORDED IN BOOK 854 OF MAPS, PAGE 14, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.9", RECORDED IN BOOK 853 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.6", RECORDED IN BOOK 853 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 7.5", RECORDED IN BOOK 1328 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.14", RECORDED IN BOOK 1053 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.3", RECORDED IN BOOK 858 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.2", RECORDED IN BOOK 856 OF MAPS, PAGE 29, MARICOPA COUNTY RECORDS.
"CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.10", RECORDED IN BOOK 856 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9.1", RECORDED IN BOOK 1367 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.4", RECORDED IN BOOK 1172 OF MAPS, PAGE 13, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.6", RECORDED IN BOOK 1179 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.5", RECORDED IN BOOK 1163 OF MAPS, PAGE 9.
"ESTRELLA PARCEL 9.31", RECORDED IN BOOK 1464 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26", RECORDED IN BOOK 1053 OF MAPS, PAGE 49, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9.30", RECORDED IN BOOK 1534 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS AMENDED IN BOOK 1554 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS.
"CANTAMIA PHASES 2 AND 3", RECORDED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.
“CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH”, RECORDED IN BOOK 846 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS AND
MONTECITO AT ESTRELLA PARCEL 7.11 FINAL PLAT”, RECORDED IN BOOK 1273 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS.
AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOW DEEDS;
WARRANTY DEED RECORDED AS 2010-899985 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2012-345382 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2012-345383 OF OFFICIAL RECORDS.

QUITCLAIM DEED RECORDED AS 2013-1037987 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2013-1055573 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2013-1037989 OF OFFICIAL RECORDS.
QUITCLAIM DEED RECORDED AS 2016-0474529 OF OFFICIAL RECORDS.

PARCEL NO. 17:

ALL OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.
AND EXCEPT THE FOLLOWING PLATS;
"MAP OF DEDICATION OF WILLIS ROAD", RECORDED IN BOOK 936 OF MAPS, PAGE 1, MARICOPA COUNTY RECORDS.
"MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH-SOUTH 182ND DRIVE AND A PORTION OF WEST MOUNTAIN VISTA DRIVE MAP OF DEDICATION", RECORDED IN BOOK 1059 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9.31", RECORDED IN BOOK 1464 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS.
"ESTRELLA PARCEL 9.30", RECORDED IN BOOK 1534 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS.
ESTRELLA PARCEL 9.22 and 9.24 A 7 B", RECORDED IN BOOK 1532 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS.
"CANTAMIA PHASES 2 AND 3", RECORDED IN BOOK 1249 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS.
AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOW DEEDS
SPECIAL WARRANTY DEED RECORDED AS 2006-299530 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2006-432555 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2007-910047 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2007-1333345 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2008-708839 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2013-1055573 OF OFFICIAL RECORDS.
SPECIAL WARRANTY DEED RECORDED AS 2013-0589994 OF OFFICIAL RECORDS.

PARCEL NO. 18:

THAT PORTION OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHEASTERLY AND SOUTHEASTERLY OF THE EASTERLY RIGHT OF WAY OF ESTRELLA PARKWAY PHASE 3 RECORDED IN BOOK 771, PAGE 9, MARICOPA COUNTY RECORDS, AND THAT PORTION LYING WESTERLY OF THE WESTERLY LINE OF ESTRELLA PARKWAY PHASE 3 RECORDED IN BOOK 771, PAGE 9, MARICOPA COUNTY RECORDS, AND LYING NORTHEASTERLY AND NORTHERLY OF "CANTAMIA PHASES 2 AND 3", AND SHOWN AS "NOT A PART" ON SAID PLAT, RECORDED IN BOOK 1433 OF MAPS, PAGE 36.
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 19:

THE SOUTH HALF OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RAINBOW VALLEY ROAD PER ROAD MAP AS

RECORDED IN BOOK 10 OF ROAD MAPS, PAGE 25, MARICOPA COUNTY RECORD, AND EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 20:

THE SOUTH HALF OF THE NORTH HALF OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT ALL MINERALS RESERVED IN SAID PATENT FROM THE STATE OF ARIZONA.

PARCEL NO. 21:

THE SOUTH HALF OF THE NORTHWEST QUARTER 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.
EXCEPT ANY PORTION OF SOUTH RAINBOW VALLEY ROAD PER ROAD MAP AS RECORDED IN BOOK 10 OF ROAD MAPS, PAGE 25, LYING WITHIN SECTION 33 AND
EXCEPT ALL MINERALS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 22:

THE WEST HALF AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36 EXCEPT ALL MINERALS RESERVED IN DEED RECORDED IN BOOK 331 OF DEEDS, PAGE 567 AND IN BOOK 343 OF DEEDS, PAGE 525.

PARCEL NO. 23:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF RAINBOW VALLEY ROAD PER ROAD MAP AS RECORDED IN BOOK 10, PAGE 25 RECORDS OF MARICOPA COUNTY, ARIZONA.
EXCEPT ALL MINERALS AS RESERVED IN SAID PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL NO. 24:

THE NORTH HALF OF THE NORTH HALF OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE WEST 2468.53 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 31, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 970615931, RECORDS OF MARICOPA COUNTY, ARIZONA. AND EXCEPT ANY PORTION LYING WITHIN PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS 2005-993661 OF OFFICIAL RECORDS.

PARCEL NO. 25:

LOT 2A OF A MINOR LAND DIVISION MAP OF ELLIOT CROSSING, LOT 2, IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY, RECORDED IN BOOK 1590 OF MAPS, PAGE 32.

EXCEPTING OUT THE FOLLOWING PLATS

ESTRELLA – PARCEL 11.E AS RECORDED IN BOOK 1685, PAGE 49 PER MARICOPA COUNTY RECORDS.

ESTRELLA - PARCEL 11.F1 AS RECORDED IN BOOK 1686, PAGE 6 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 11.I1 AS RECORDED IN BOOK 1685, PAGE 48 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 11.I2 AS RECORDED IN BOOK 1685, PAGE 47 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 11.H AS RECORDED IN BOOK 1632, PAGE 39 PER MARCIOPA COUNTY RECORDS.

ESTRELLA – PARCEL 12.24 AS RECORDED IN BOOK 1545, PAGE 7 PER MARICOPA COUNTY RECORDS.

ESTRELLA – PARCEL 12.23 PHASE 1 AS RECORDED IN BOOK 1545, PAGE 17 PER MARCIOPA COUNTY RECORDS.

ESTRELLA – PARCEL 12.23 PHASE 2 AS RECORDED IN BOOK 1662, PAGE 35 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.43 AS RECORDED IN BOOK 1549, PAGE 30 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.29 AS RECORDED IN BOOK 1663, PAGE 49 PER MARICOPA COUNTY RECORDS.

ESTRELLA PARCEL 9.28 AS RECORDED IN BOOK 1617, PAGE 5 PER MARICOPA COUNTY RECORDS.

AND EXCEPT

THE LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 2022-0474315 PER COUNTY RECORDS.

EXHIBIT "F"

BUILDOUT PARCEL DESCRIPTION

(On the following pages)

BUILDOUT PARCEL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, A 2 1/2" G.L.O. BRASS CAP STAMPED "1/4 S33 S34 1931" WHICH BEARS NORTH 0 DEGREES 20 MINUTES 08 SECONDS EAST A MEASURED DISTANCE OF 2685.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34, A 3 1/4" G.L.O. BRASS CAP STAMPED "T1S R2W S33 S34 1916";

THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 799.15 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 809.64 FEET TO THE NORTHWEST CORNER OF THE RAINBOW VALLEY WATER RECLAMATION FACILITY PHASE 1 BOUNDARY AS DESCRIBED IN DOCUMENT 2006-0299530, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE OF 43.00 FEET;

THENCE NORTH 0 DEGREES 21 MINUTES 09 SECONDS EAST, ALONG THE PROJECTION OF A LINE PARALLEL TO AND 43.0 FEET WEST OF THE WEST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0 DEGREES 21 MINUTES 09 SECONDS EAST A DISTANCE OF 325.00 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 188.15 FEET;

THENCE NORTH 0 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 108.51 FEET;

THENCE NORTH 46 DEGREES 17 MINUTES 16 SECONDS EAST A DISTANCE OF 405.46 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER;

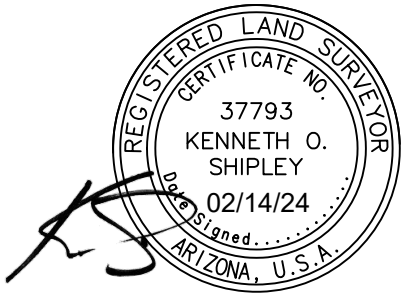
THENCE SOUTH 89 DEGREES 34 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 368.65 FEET;

THENCE SOUTH 0 DEGREES 20 MINUTES 57 SECONDS WEST, ALONG THE PROJECTION OF A LINE PARALLEL TO AND 134.0 FEET EAST OF THE EAST LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 714.97 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST, ALONG A LINE PARALLEL TO AND 82.0 FEET NORTH OF THE NORTH LINE OF SAID PHASE 1 BOUNDARY, A DISTANCE OF 848.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.30 ACRES +/-

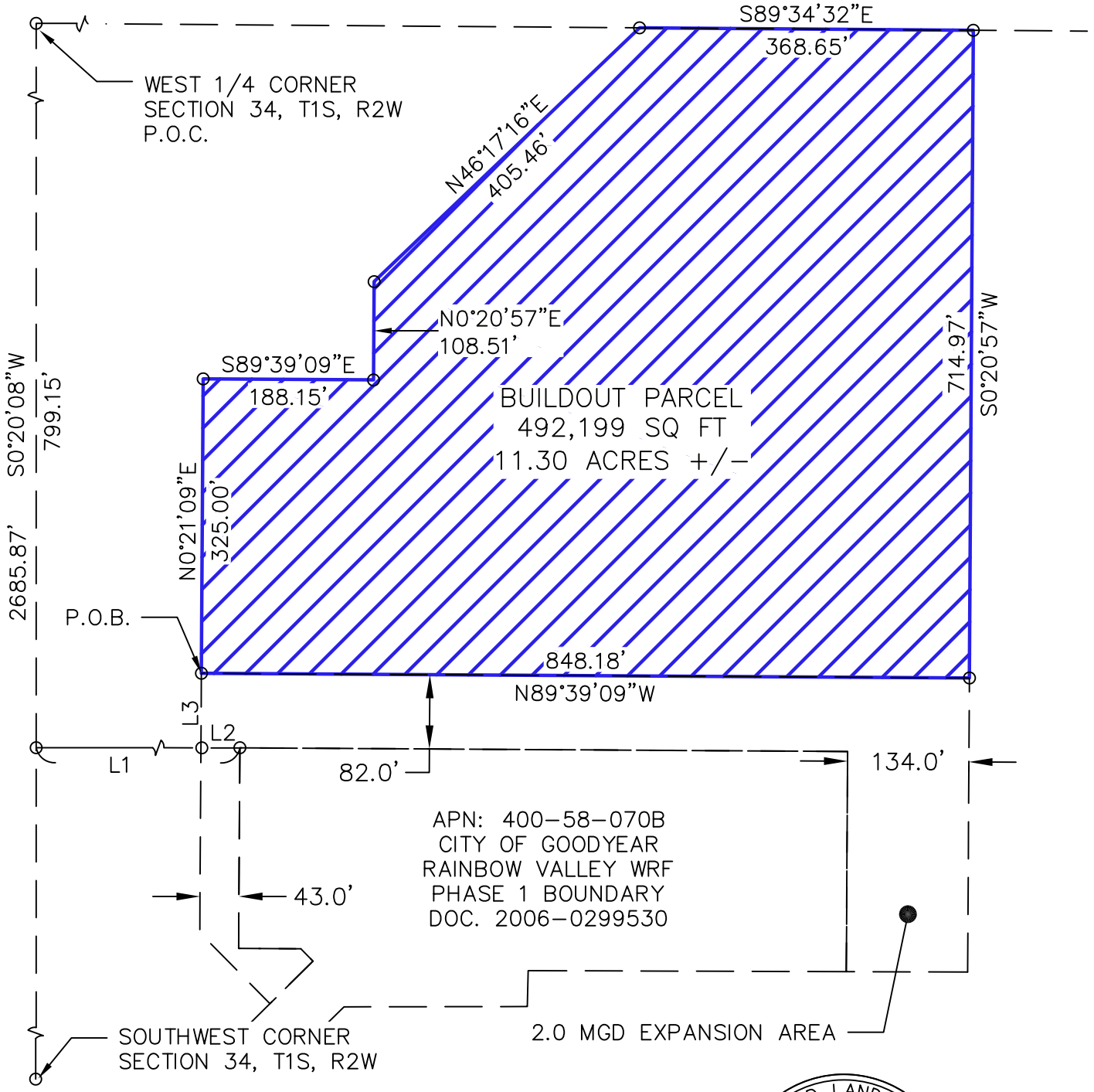
SEE ATTACHED EXHIBIT DRAWING
BY REFERENCE MADE A PART HERETO.



RAINBOW VALLEY WRF BUILDOUT PARCEL

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	1 OF 2

Prepared By: 82 BRAVO, LLC
579 W Wickenburg Way, Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 39' 09"E	809.64
L2	N89° 39' 09"W	43.00
L3	N0° 21' 09"E	82.00

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37793
KENNETH O.
SHIPLEY
Date Signed 02/14/24
ARIZONA, U.S.A.

RAINBOW VALLEY WRF BUILDOUT PARCEL

DRAWN:	KOS	JOB NO:	22240
SURVEYOR:	KOS	DATE:	02/14/2024
SCALE:	NTS	SHEET	2 OF 2

Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way
Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com

EXHIBIT "G"

OVERALL SITE PLAN

(On the following pages)

Replacement Page

Exhibit ‘G’

Overall Site Plan

Page 65 of 65

On File at the Goodyear City Clerk’s Office
1900 N. Civic Square
Goodyear, AZ 85395
623-882-7830





Rainbow Valley Water Reclamation Facility (RVWRF) Expansion

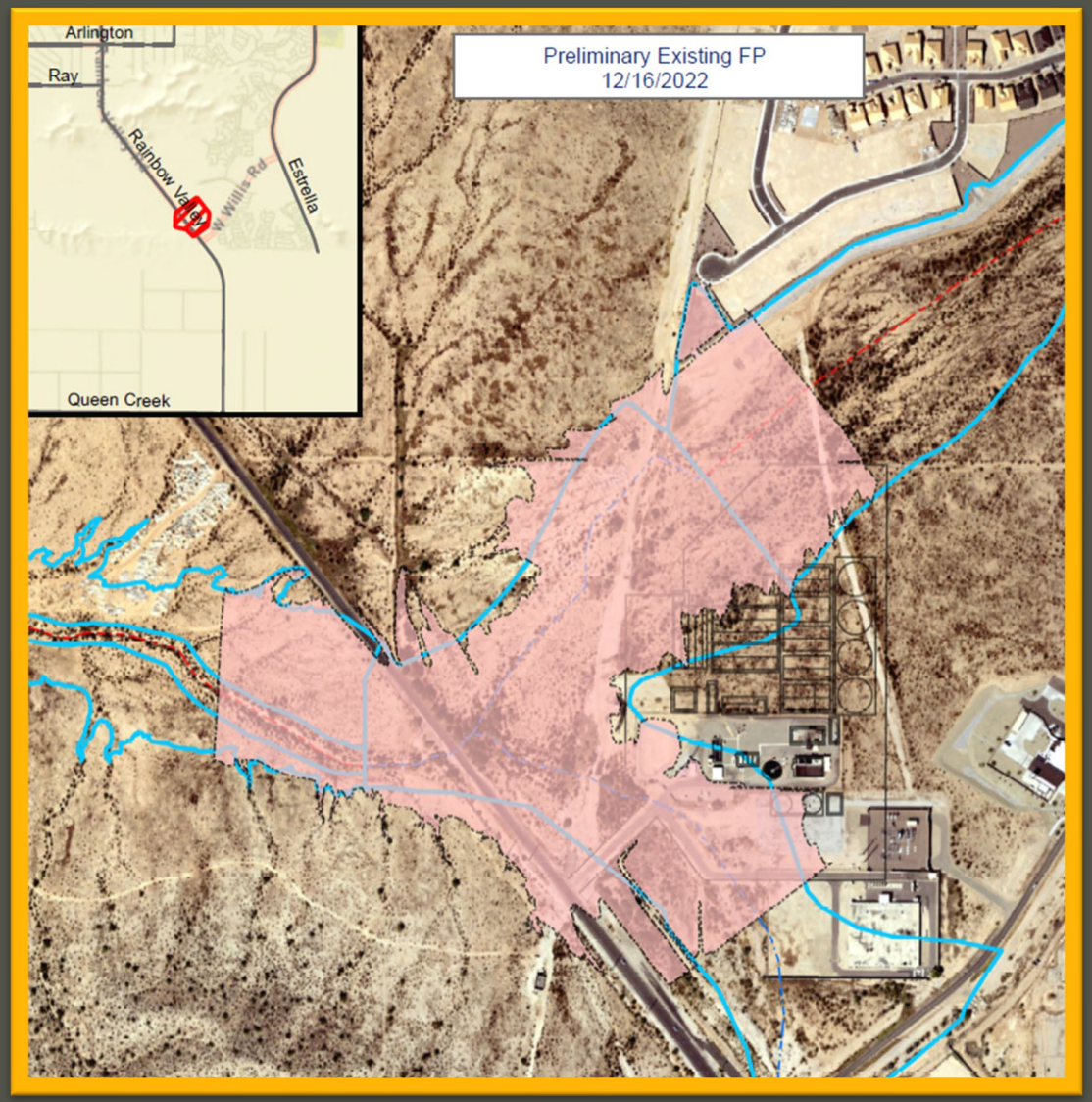
Barbara Chappell, Water Services Director

Rainbow Valley Water Reclamation Facility

- Location
- 0.75 MGD
- Constructed in 2004
- Operational Concerns
- GMP1



Rainbow Valley Water Reclamation Facility Expansion



- Support future growth
- Scope
- GMP 2 – Long Lead Items
- Schedule

CITY OF Goodyear

Staff Recommendation:

Approve the contract amendment for Capital Improvement Program (CIP) Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements for GMP2 up to $7,750,000.

Development Agreement
RVWRF Expansion

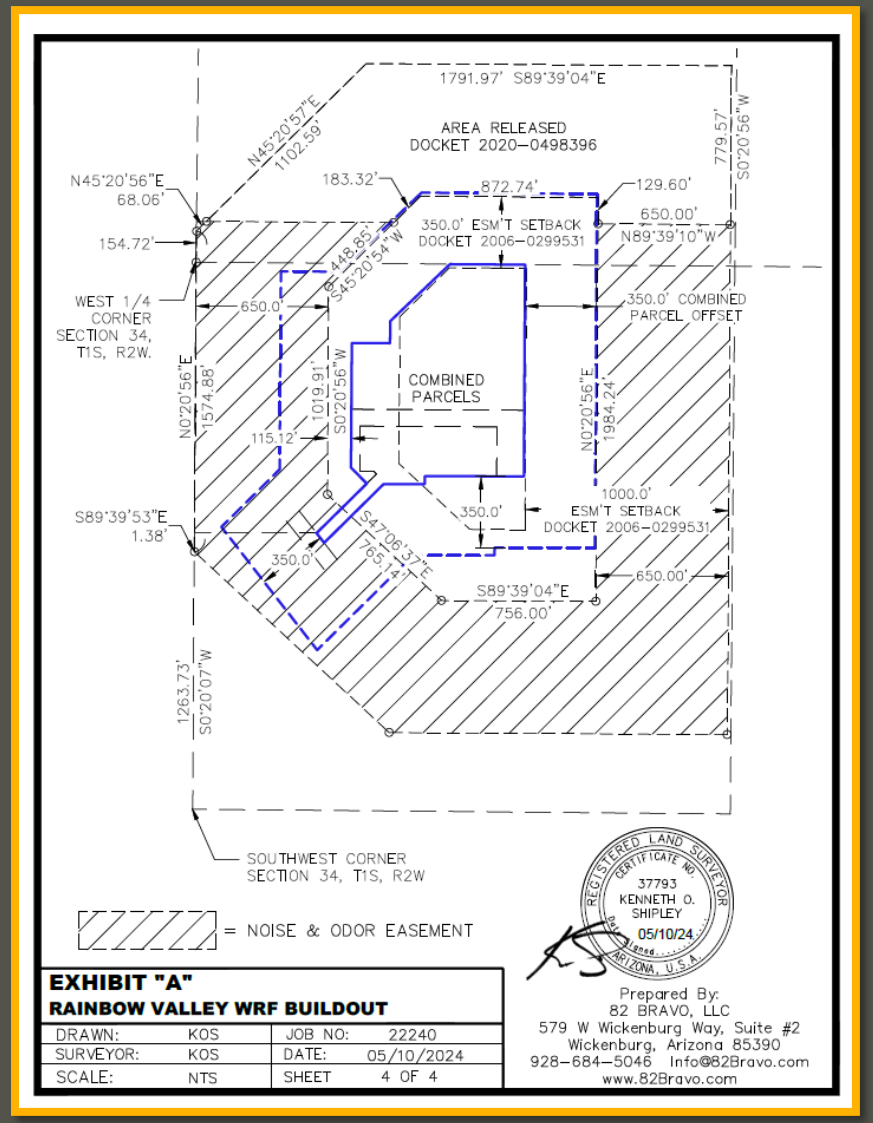
- Project Management
- Project Scope
- Cost Share
- Capacity Share





Development Agreement for RVWRF Expansion

- Reimbursement
- Effluent
- Site improvements
- Land Acquisition



Staff Recommendation:

Adopt Resolution NO. 2024-2412 Approving the Development Agreement for Rainbow Valley Water Reclamation Facility (RVWRF) Expansion; Providing Direction, Authorization, and an Effective Date.



Questions ?